

**PARKLAND IMPROVEMENT DONATION AND MAINTENANCE AGREEMENT
(Violet Crown Trail-Veloway to Circle C Metropolitan Park)**

This Parkland Improvement and Project Management Agreement (Violet Crown Trail-Veloway to Circle C Metropolitan Park) (the "**Agreement**") is entered into by and between the City of Austin, Texas, a Texas home-rule municipal corporation (the "**City**"), and the Hill Country Conservancy ("**Partner**").

RECITALS

The City is the owner of the real property described in **Exhibit A** and located in the City (the "**Property**").

The City and Partner agree that the public benefits of the Property will be substantially enhanced by extending the Violet Crown Trail regional trail system to connect the Veloway to Circle C Metropolitan Park, as shown in **Exhibit B** (the "**Park Improvements**").

Partner wishes to facilitate the Park Improvements by donating the design and project management of the Park Improvements to the City.

Upon issuance of the Acceptance Letter (as defined in Section IV(B) below), City will own the Park Improvements and Partner will maintain the Park Improvements in accordance with the Memorandum of Agreement between Partner and the City dated January 26, 2012 (a copy of which is attached as **Exhibit C** and which is fully incorporated herein), as the same may be amended from time to time.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement and in any exhibit incorporated in it, the following terms have the meanings assigned to each:

Director means the Director of the Parks and Recreation Department of the City of Austin.

Effective Date means the last date of execution of this Agreement by the Parties, provided both Parties must execute this document in order for it to be effective.

Insurance Requirements means the insurance coverages required to be maintained by Partner as described in **Exhibit D**, which is incorporated into and made a part of this Agreement for all purposes.

PARD means the City of Austin Parks and Recreation Department.

Park Rules means the applicable requirements and conditions of Chapter 8-1 of the Austin City Code, as it may be amended from time to time, relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks, as they may be amended from time to time, and any successor to such Code, guidelines or rules.

Park Specs means the Construction in Parks Specifications set forth in Section 5 of the City's Environmental Criteria Manual, as they may be amended or waived in writing by PARD from time to time, that Partner must adhere to in constructing the Park Improvements.

Party means either the City or Partner and its successors and assigns, including without limitation the Association; collectively, the City and Partner are the "**Parties**."

Partner means the Hill Country Conservancy and its successors and assigns.

II. TERM

The term of this Agreement begins on the Effective Date and, unless terminated in accordance with other provisions of the Agreement, continues for twenty-four (24) months after execution of the construction contract for the Park Improvements (the "**Initial Term**"); provided, however, that the Partner acting in its reasonable discretion may elect to extend the Term up to twelve (12) months. The Initial Term and any extension are, collectively, the "**Term**".

III. DESIGNATION OF PARTY REPRESENTATIVES

The City designates the Director as its authorized representative to act on the City's behalf with respect to this Agreement. Partner designates the Chief Executive Officer of the Partner, to act on its behalf with respect to this Agreement.

If Partner replaces its authorized representative, Partner shall promptly send written notice of the change to the City's authorized representative. The notice shall identify a qualified and competent replacement and provide contact information. If City replaces its authorized representative, City shall promptly send written notice of the change to the Partner's authorized representative.

IV. PARTNER'S COST AND CONSTRUCTION RESPONSIBILITIES

A. Upon final approval of the Agreement, Partner will submit construction plans, a construction budget and a construction schedule for the Park Improvements (collectively, the "**Park Construction Plans**"). The City will approve, conditionally approve subject to additional requirements, or reject the Park Construction Plans. Upon final approval of the Park Construction Plans, PARD will issue a notice to proceed. Partner will not undertake any work on the Park Improvements until it receives such notice. In the event the Park Construction Plans have not been approved by the City within 30 days of the Effective Date, the Term will

be extended day for day thereafter until the City provides such approval.

B. Upon completion of the Park Improvements, Partner will notify the City by e-mail that they have been completed (the "**Completion Notice**"). Within twenty-one (21) calendar days of receipt of the Completion Notice, the City will provide Partner in writing a list of items still requiring completion or accept the Park Improvements. Upon final acceptance of the Park Improvements, PARD will issue an "**Acceptance Letter**." Failure to respond to a Completion Notice within the 21 calendar days will be deemed acceptance by the City.

C. Partner will comply with all applicable City ordinances, rules and regulations, including the Park Rules and the Park Specs, in connection with permits and approvals for construction of the Park Improvements and in connection with the actual construction of the Park Improvements; provided, however, that nothing in this Agreement will prevent or prohibit Partner from seeking or securing exceptions from, variances to, or waivers of such ordinances, rules and regulations, including the Park Rules and the Park Specs.

D. Except as otherwise provided in the approved Park Construction Plans, Partner will comply with the applicable Park Rules for all removal, cutting, and/or pruning of trees in the Property.

E. Partner will comply with applicable competitive bidding requirements and the minority-owned and female-owned business enterprise procurement program requirements of City Code Chapters 2-9A, 2-9B, 2-9C, and 2-9D, all in the same manner that the City would be required to comply if the City was carrying out the construction of the Park Improvements. In addition, Partner will comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Texas Govt. Code Chap. 469, (iii) the Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.

F. Neither Partner nor its Contractors will cause or permit any hazardous materials to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the Property, or transported to or from the Property, except as necessary for construction of Park Improvements in compliance with applicable environmental laws.

G. Partner will obtain from each of its Contractors a written warranty or bond acceptable to the City and warranting that any work performed or materials supplied with respect to the Park Improvements will be free of defects for at least one year from the date of the Acceptance Letter. Each warranty or bond will be assigned to the City, without further recourse against Partner, except that Partner will maintain the right to enforce such warranties during the Term. Partner, rather than its Contractors, may choose to procure and maintain written warranty or bond acceptable to the City.

H. Partner has no right, authority, or power to bind the City for labor, materials, or any other charge or expense incurred in the construction of any improvements or other work done in the Property; provided, however, that a mortgage lien on the Property does not violate

this paragraph. If a lien or claim for labor or materials supplied, or claimed to have been supplied, to the Park Improvements or the Property is filed, Partner will promptly pay or bond such lien or claim to the City's reasonable satisfaction or otherwise obtain the release or discharge of the lien or claim.

I. Partner and its Contractors will perform the obligations set forth in this Agreement as independent contractors.

J. Partner will not discriminate against any Contractors or applicants for employment because of race, creed, color, national origin, sex, age, religion, veteran status or sexual orientation. Partner will take affirmative action to ensure that Contractors are treated during the construction of the Park Improvements or maintenance of the Property without regard to race, creed, color, national origin, sex, age, religion, veteran status or sexual orientation. Partner will, in all solicitations or advertisements for employment placed on or behalf of Partner, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, religion, veteran status, or sexual orientation.

K. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred, or whose principals are suspended or debarred, from entering into federal, State, or City contracts. By entering into this Agreement with the City, Partner certifies that neither it nor its principals are currently suspended or debarred from doing business with the federal government, as indicated by the General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City.

L. City will be responsible for construction costs associated with the Park Improvements through reimbursement. City will reimburse Partner from time to time for paid invoices within thirty (30) days of receipt of paid invoices by the City. Partner may suspend work in the event such invoices are not reimbursed to Partner within any such 30 day period. Any increases in the actual costs of the Park Improvements, including cost increases, change orders and overruns, will be borne by Partner unless due to unknown or unforeseen conditions or other factors outside of Partner's reasonable control, or unless otherwise agreed to in writing by the City. "Costs" include, but are not limited to, consultant fees, design costs, landscaping costs, labor costs, site restoration and re-vegetation costs, materials costs, engineering costs, legal fees, insurance costs and any other costs incurred in the design and construction of the Park Improvements.

V. RESPONSIBILITIES OF THE CITY

A. The City grants Partner and its Contractors the right to enter the Property (the "Temporary Right of Entry") and a temporary license for access over, under, across, and upon the Property for the purpose of constructing and maintaining the Park Improvements (the "Temporary Access License"). The Temporary Right of Entry and Temporary Access

License, unless extended in writing by Director, shall expire automatically at midnight on the date this Agreement is terminated. This right of entry relates solely to Partner's rights related to the design and construction of the Park Improvements. The parties agree that Partner and Partner's licensees, guests, and invitees, shall have the same access and rights to use the Property as public parkland as the public, and shall have access to the Property from 5 AM until 10 PM, seven days a week. If Partner needs to access the construction site(s) by using the Veloway, City shall be responsible for closing the Veloway on days and hours agreed to by the City and Partner.

B. PARD staff has secured permits associated with the trail construction and approvals necessary to construct the Park Improvements.

C. Following the City's issuance of the Acceptance Letter, the City may, in its sole discretion, undertake maintenance in the Property, repair or modify the Park Improvements, or construct additional improvements, provided the City gives at least 60 days written notice to Partner before commencement of any non-emergency repair, modification, or construction. Any park amenity that PARD elects to provide in the future to the trail system will be the sole responsibility of PARD to maintain, repair or replace unless otherwise agreed to in writing.

D. The City retains the right to inspect construction of the Park Improvements and to exercise its rights or duties in order to ensure compliance with applicable laws in the Property. The City may conduct periodic and regular inspections of the Park Improvements and the Property to ensure that Partner is complying with fire, safety and sanitation regulations and other applicable provisions contained in this Agreement or in City Code. The City will notify Partner of its findings in writing and specify any items needing attention in order to comply with legal requirements.

E. The City retains the right to close the Property and/or the Park Improvements to the public if the City, in its sole discretion, determines that a condition of the Property and/or the Park Improvements poses an immediate, serious threat to the public health or safety. In such a circumstance, the City will provide Partner with notice of, and the reason for, the closure as soon as reasonably practicable, but is not required to provide notice to Partner prior to the closure.

VI. LIABILITY AND INDEMNIFICATION

A. PARTNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (THE "CLAIMS"), ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY PARTNER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR

ASSIGNS, (THE "PARTNER PARTIES"); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE PARTNER PARTIES IN THIS AGREEMENT; OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE PARTNER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. PARTNER'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

B. The City shall give Partner written notice of a Claim asserted against an Indemnified Party. Partner shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Partner of any obligations in this agreement. In no event may Partner admit liability on the part of an Indemnified Party without the written consent of City Attorney.

C. Partner's liability under this Article shall be limited to the extent of the insurance coverage Partner is required to maintain under this Agreement. Partner will require all successors and assigns to indemnify the City as provided in this Article. Partner will require any volunteer who performs work within the Property to sign a Volunteer Release Form as provided by PARD.

VII. INSURANCE

During the Term, Partner will require its Contractors to procure and maintain in full force and effect insurance coverages in accordance with the requirements set forth in **Exhibit D**. Partner, rather than its Contractors, may choose to procure and maintain insurance requirements set forth in Exhibit C.

VIII. SUSPENSION; TERMINATION; DEFAULT; REMEDIES

A. At any time during construction of the Park Improvements and for good cause, as determined in the City's sole discretion, the City may suspend the work (or any portion of it) for not more than ninety (90) calendar days by providing at least fifteen (15) calendar days' written notice to Partner. Any such suspension shall extend the Term by an equivalent number of days. The notice will provide the date on which Partner will resume the work, and Partner will resume on that date.

B. Either Party may terminate this Agreement for convenience with 90 calendar days written notice to the other Party. Upon receipt of the notice, the Party receiving the notice will immediately stop performance of services (unless the Notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to the Party giving the notice within thirty (30) calendar days. Upon any termination of this Agreement, City will reimburse Partner for all costs and obligations incurred through the date of termination.

C. If either party breaches its obligations under this Agreement, the other party will notify the breaching party in writing of the specific breach(es). The breaching party will have thirty (30) calendar days from receipt of the notice in which to cure the breach(es). If the breach cannot be reasonably cured within the 30 calendar days and the breaching party has diligently pursued such remedy as is reasonably necessary to cure the breach, then the parties may agree in writing to an extension of the period during which the breach must be cured.

D. If the breach is a material breach of the Agreement, and if the breaching party has not cured it within the required time, then the non-breaching party, at its sole option, has the right to terminate the Agreement. This termination will be made by sending written notice (the "Notice of Termination") to the breaching party and will be effective for all purposes when deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested.

E. Upon termination of this Agreement in accordance with its terms, the City may, but is not obligated to, assume possession and control of the Park Improvements, the Property and/or any contract documents or contract rights related to construction or maintenance of the Park Improvements and/or the Property. In such event, Partner will be relieved of liability for any claims, injuries or losses resulting from negligent acts or omissions of the City, its employees or agents.

F. In the event of a material breach by Partner, termination of the Agreement pursuant to Section IX(C) above does not relieve Partner of its obligation to pay any sum or sums due and payable to the City under the Agreement at the time of termination, or any claim for damages then or previously accruing against Partner under the Agreement. Any such termination will not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Partner for any default under the Agreement. All of the City's rights, options, and remedies under this Agreement are cumulative, and none of them is exclusive of any other.

IX. FORCE MAJEURE

A. Each Party to this Agreement agrees to excuse the failure of the other Party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the reasonable control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force

Majeure include but are not limited to:

- i. The total or partial destruction of the Property or the Park Improvements by any cause, casualty, or unforeseen occurrence;
- ii. The imposition of local, State or federal measures, orders, declarations, travel restrictions, quarantines, or isolation in response to the outbreak of an infectious disease, epidemic or pandemic in the City that involves, includes, or affects the Property, the Park Improvements, or the ability to appropriately deploy employees or contractors;
- iii. Lightning, earthquakes, fires, storms, floods, and landslides;
- iv. An act of terrorism, strike, sabotage, civil disturbance, or disaster declaration;
- v. Circumstances beyond the Party's reasonable control that render the Party's performance impossible.

Force Majeure does not include economic or market conditions which affect a Party's cost but not its ability to perform.

B. The Party invoking Force Majeure shall give timely and adequate notice to the other party of the event by telephone or e-mail, and then the Party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The Party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a Party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

X. CONDITION OF PREMISES; DISCLAIMER OF WARRANTIES

Except as otherwise expressly provided in this Agreement, neither the City nor any agent, employee, or representative of the City makes or has made any warranties or representations, express or implied, with respect to the physical condition of the Property or its fitness or suitability for any particular use.

XI. NO WAIVER

If at any time the City fails to enforce this Agreement, whether or not any violations of it are known, such failure will not constitute a continuing waiver or estoppel of the right to enforce the Agreement.

XII. NO RECOURSE

No recourse will be had against any elected official, director, officer, attorney, agent, or employee of either the City or of Partner, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

XIII. ASSIGNMENT

A Party to this Agreement may not assign or transfer its interests under this Agreement unless agreed to in writing by the other Party.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute, the Parties agree to attempt in good faith to informally negotiate a resolution. Either Party may make a written request for a meeting between representatives of each Party, and the meeting will occur within 14 calendar days after receipt of the request, or at such time as agreed by the Parties. The parties may agree in writing to additional meetings, and each Party will send at least one representative with decision-making authority to each meeting. If the Parties have not succeeded in negotiating a resolution of the dispute within 30 days of the last meeting, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by both Parties, in which event the Parties shall proceed directly to mediation as described below.

B. The Parties will act in good faith to select a mediator within 30 calendar days of the date of the written agreement waiving informal negotiations or within 60 calendar days of the last informal negotiation meeting. If the time period for selecting a mediator has expired with no agreement, the mediator shall be selected by the Travis County Dispute Resolution Center. Mediation will take place in Austin, Texas and the Parties will share the costs of mediation equally. The Parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. Neither Party may file suit until at least 45 calendar days after the date of the first mediation session.

XV. MISCELLANEOUS PROVISIONS

A. This Agreement, including the Memorandum of Agreement attached as **Exhibit C**, constitutes the entire agreement between the parties. Any other previous agreement, assertion, statement, understanding, or other commitment before the date of this contract relating to the subject matter of this Agreement, whether written or oral, will have no force or effect.

B. Each Party warrants and represents that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to the City, governmental immunity under the Constitution and laws of the State of Texas.

C. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.

D. Regardless of the actual drafter of this Agreement, this Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

E. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts constitute one agreement, and each counterpart is deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in pdf format shall be legal and binding and shall have the same full force and effect as if an a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Partner (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitutes an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

F. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will remain in full force and effect.

G. This Agreement is made, and will be construed and interpreted under, the laws of the State of Texas. Mandatory venue for any lawsuit arising out of this Agreement shall be in a court located in the City of Austin, Travis County, Texas.

H. This Agreement may be amended only by a writing properly executed by each of the Parties. Provided the amendment does not increase the sum to be paid by the City to an amount in excess of the then-current administrative authority of the City Manager, and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute any amendment to the Agreement on behalf of the City without further authorization by the City Council.

I. Partner acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of Section 2-8-3 of the Austin City Code concerning the

right of the City to offset indebtedness owed to the City.

J. Partner acknowledges that the City has provided notice that the City's payment obligations to Partner, if any, are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide Partner notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.

K. All official communications and notices required to be made under this Agreement will be deemed made if sent, postage prepaid, to the parties at the addresses listed below:

If to the City:

Director
Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767

If to Partner:

Chief Executive Officer
Hill Country Conservancy
P. O. Box 163125
Austin, Texas 78716-3125

[Signature page follows]

Hill Country Conservancy

By: 

Name: Daniel Eck

Title: CEO

Date: 5/4/21

CITY OF AUSTIN, TEXAS

By: 

Spencer Cronk, City Manager

Date: July 6, 201

APPROVED AS TO CONTENT:

PARKS AND RECREATION DEPARTMENT

By: **Kimberly McNeeley** Digitally signed by Kimberly McNeeley
Date: 2021.06.10 11:27:52 -0500
Kimberly McNeeley, Director

Date: _____

APPROVED AS TO FORM:

CITY LAW DEPARTMENT

By: 
Assistant City Attorney

Date: 6/14/21

Attachments:

- Exhibit A – Legal Description of Property
- Exhibit B – Park Improvements
- Exhibit C – Memorandum of Agreement
- Exhibit D – Insurance Requirements

EXHIBIT A
Legal Description of Property

04 01 0524

17
2
24

WARRANTY DEED OF GIFT

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

12.00 05
1 12/17

That POLLY BLANTON BROOKS ("Grantor"), in order to aid and assist the City of Austin in the preservation of natural, open areas for the use and enjoyment of its citizens, has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto THE CITY OF AUSTIN ("Grantee"), a municipal corporation, for parkland and recreational purposes with the restrictions and upon the covenants and conditions below stated, all of the following described real property in Travis County, Texas, to wit:

285.4585 acres out of the Samuel W. Hamilton Survey No. 16, Abstract No. 340, in Travis County, Texas, more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind herself, her heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

This conveyance is made and accepted subject to any and all easements, covenants, liens; leases, rights-of-way, conditions, restrictions, mineral reservations and royalty reservations, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect and either shown of record in the office of the County Clerk of Travis County, Texas, or apparent on the Property.

This conveyance is also made and accepted subject to the following matters shown on the land plan and preliminary

engineering reports on file with the City of Austin under File No. C8-84-164, as such land plan may from time to time be changed and approved by the City of Austin:

1. Recharge enhancement facilities;
2. Convict Hill Road;
3. Loop One (MoPac Boulevard); and
4. Arterial No. 11;

and Grantor hereby excepts and reserves unto Grantor, her heirs and assigns, a non-exclusive perpetual right-of-way and easement over, under, across and through the Property for the purposes of placing, constructing, operating, using, repairing, maintaining, replacing, relocating, inspecting and removing the above-referenced structures.

This conveyance is further made and accepted subject to the covenant made by Grantee, by the acceptance hereof, and the condition, that the Property shall be used only as a permanent public park for pleasure and recreational purposes and any improvements shall be operated and maintained for such purposes at the sole expense of Grantee or its successors, assigns or permittees. Such covenant and condition is to be binding upon and to be observed by Grantee, its successors, assigns and permittees, and to run in favor of and be enforceable by Grantor and her heirs and assigns.

It is further understood and agreed that Grantor expressly excepts and reserves unto Grantor and the City of Austin, and their respective heirs, successors and assigns, a non-exclusive, perpetual right-of-way and easement over, under, across and through the Property, for purposes of placing, constructing, operating, using, repairing, maintaining, replacing, relocating, inspecting, and removing streets and roads to provide access, ingress and egress to and from the Property and/or to any contiguous lands now or at any time heretofore owned by Grantor or her heirs or assigns; telephone, telegraph or electric poles, lines, and overhead systems; underground electric, telephone, gas, water, sewer, stormwater and wastewater lines, pipes and systems;

cable television lines; drainage and irrigation systems, including ditches, culverts, pipes, sprinklers, lines, detention and/or filtration facilities, and related facilities (together with the right to divert and cause water to be put on the Property for irrigation and drainage purposes); and any other utilities whatsoever; provided, however, that the location of said streets, roads, lines, pipes, systems and facilities shall be subject to the prior approval of the Director of Public Works and Engineering or the Director of the Water and Wastewater Department, as appropriate, and the Director of the Parks and Recreation Department of the City of Austin, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor also reserves unto Grantor and the City of Austin, and their respective heirs, successors and assigns, all rights and privileges as may be reasonably necessary to accomplish any of the purposes set forth in this paragraph, subject to the approval requirements set forth above.

EXECUTED this 12th day of December, 1985.

Accepted this 17 day of
December, 1985.

Polly Blanton Brooks
POLLY BLANTON BROOKS

THE CITY OF AUSTIN

By: [Signature]
Its: Sec. Asst. City Mgr.

Approved as to Form:

Jan Gibson
Jan Gibson
Assistant City Attorney

Grantees Address:

City of Austin
c/o Real Estate Division
P. O. Box 1088
Austin, Texas 78767

After recording return to:
KATHLEEN E. ALLEN
P.O. BOX 58
AUSTIN, TEXAS 78767

THE STATE OF COLORADO §
COUNTY OF EAGLE §

This instrument was acknowledged before me on this the 12th
day of December, 1985, by POLLY BLANTON BROOKS.

Shirley J. Ward
NOTARY PUBLIC, State of Colorado

Print Name: SHIRLEY J. WARD

17 VAIL RD., VAIL, CO 81657

My Commission Expires:
My Commission expires Nov. 24, 1986

NOTARY SEAL

May 9, 1985
84066

285.4585 Acres

Samuel Hamilton League,
Survey No. 16, A-340

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

FIELDNOTE DESCRIPTION of a tract of parcel of land containing 285.4585 acres situated in the Samuel Hamilton League Survey No. 16, Abstract No. 340, Travis County, Texas, being a portion of that 2760.96 acre "option tract" described in a deed recorded in Volume 8063, Page 630 of the Travis County Deed Records, said "option tract is a part of that certain tract of land conveyed to Polly B. Brooks et al by a deed recorded in Volume 3862, Page 1442 of the Travis County Deed Records. The herein described tract is more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the centerline of the Humble Pipeline Co. easement described in Volume 994, Page 397, at the most northerly northeast corner of 245.6697 acre portion of that 1251.2783 acre tract conveyed to Gary Bradley, Trustee in Volume 8882, Page 702, said iron pipe being also the most southerly southeast corner of that 100.00 Acre tract conveyed to Texas Commerce Trust company by deed recorded in Volume 7006, Page 1505, and a point in the west line of that 444.20 acre tract conveyed to Dahlstrom Enterprises, Inc. by a deed recorded in Volume 5745, Page 1707, all of the deed records of Travis County, Texas;

THENCE, along the common line between the 245.6697 acre tract and the said 444.20 acre Dahlstrom Enterprises, Inc. Tract, for the following courses;

S 30° 40' 24" W for a distance of 448.59 feet to an iron rod found;

S 30° 40' 33" W for a distance of 450.39 feet to an iron rod found;

S 72° 00' 01" E for a distance of 158.07 feet to an iron rod found near the center of Slaughter Creek;

THENCE, S02° 18' 37" E for a distance of 230.03 feet to an iron rod found for the most easterly southeast corner of the said 245.6697 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE, with the northeasterly line of the said "option tract" for the following courses:

S 02° 18' 37" E for a distance of 194.47 feet to an iron rod found;

S 41° 45' 47" E for a distance of 96.65 feet to an iron rod found;

S 76° 31' 42" E for a distance of 110.76 feet to an iron rod found;

N 84° 20' 26" E for a distance of 172.94 feet to an iron rod found;

S 47° 57' 27" E for a distance of 109.79 feet to an iron rod found;

S 20° 42' 20" W for a distance of 195.48 feet to an iron rod found;

EXHIBIT A

S 43° 26' 45" E for a distance of 149.92 feet to an iron rod found;

S 21° 11' 38" E for a distance of 141.55 feet to an iron rod found;

S 13° 35' 11" W for a distance of 148.65 feet to an iron rod found;

S 05° 15' 39" E for a distance of 347.41 feet to an iron rod found;

S 40° 23' 14" W for a distance of 269.29 feet to an iron rod found;

- S 79° 31' 14" W for a distance of 58.41 feet to a point in the centerline of Slaughter Creek;

THENCE, along the centerline of Slaughter Creek, for the following courses:

S 08° 22' 19" W for a distance of 407.97 feet to an iron rod found;

S 26° 26' 53" W for a distance of 329.10 feet to an iron rod found;

S 05° 43' 44" W for a distance of 314.04 feet to an iron rod found;

S 11° 57' 05" E for a distance of 304.24 feet to an iron rod found;

S 37° 06' 33" E for a distance of 176.12 feet to an iron rod found;

S 64° 58' 21" E for a distance of 264.75 feet to a nail found;

N 64° 39' 39" E for a distance of 295.20 feet to a point;

N 88° 49' 06" E for a distance of 326.14 feet to an iron rod found;

S 71° 15' 17" E for a distance of 207.09 feet to an iron rod found;

S 05° 37' 53" E for a distance of 155.67 feet to a nail found;

S 35° 31' 12" E for a distance of 432.21 feet to an iron rod found;

S 56° 45' 40" E for a distance of 110.47 feet to an iron pipe found;

S 35° 28' 15" E at a distance of 310.95 feet pass an iron pipe found on the east side of Slaughter Creek, for a total distance of 323.72 feet to an iron rod found at a fence corner post, for the most southerly corner of that certain 39.80 acre tract of land surveyed to James W. Akins and a point in the west line of a 221.4613 acre portion of that 1085.8212 acre tract conveyed to Gary Bradley, Trustee by deed recorded in Volume 8882, Page 748 of the said deed records;

THENCE, S 28° 04' 16" W, for a distance of 292.60 feet to an iron rod found;

THENCE, S 31° 26' 44" W, for a distance of 407.72 feet to an iron pipe found at the northwest corner of a 400.00 acre tract

conveyed to George Barker in Volume 409, Page 158 of the said deed records, being the southwest corner of the 221.4613 acre tract and an ell corner of the said 2760.96 acre "Option Tract";

THENCE, S 30° 14' 54" W, with the west line of the 400.00 acre Barker Tract and an easterly line of the said 2760.00 acre "Option Tract" for a distance of 1600.00 feet to an iron rod found at an easterly corner of a 870.9456 acre portion of the said 1085.8212 acre tract;

THENCE, across the 2760.96 acre tract with the northerly line of the said 870.9456 acre tract for the following courses;

N 69° 02' 08" W, 452.78 feet to an iron rod found;

N 02° 17' 05" W, 273.31 feet to an iron rod found;

N 22° 32' 08" E, 1352.04 feet to an iron rod found;

N 24° 28' 33" E., 402.00 feet to an iron rod found;

N 61° 51' 32" W, 280.18 feet to an iron rod found;

N 84° 53' 50" W, 518.94 feet to an iron rod found;

N 50° 50' 28" W, 384.71 feet to an iron rod found;

THENCE, N 31° 16' 25" W, at 188.02 feet pass an iron rod in the northerly line of the said 870.9456 feet at the most easterly corner of a 582.5503 acre portion of the said 1251.2783 acre tract, for a total distance of 648.85 feet to an iron rod found;

THENCE, continuing across the said 2760.96 acre "Option Tract" with the northerly line of the said 582.5503 acre tract for the following courses;

N 18° 06' 10" W, 616.20 feet to an iron rod found;

N 18° 05' 30" E, 501.12 feet to an iron rod found;

N 31° 22' 14" W, 272.95 feet to an iron rod found;

N 86° 22' 43" W, 380.13 feet to an iron rod found;

N 67° 25' 03" W, 429.99 feet to an iron rod found;

N 83° 07' 28" W, 508.03 feet to an iron rod found;

N 55° 39' 42" W, 539.28 feet to an iron rod found;

N 67° 57' 03" W, 230.87 feet to an iron rod found;

S 68° 49' 30" W, 331.10 feet to an iron rod found;

S 84° 45' 03" W, 302.70 feet to an iron rod found;

S 65° 12' 06" W, 778.97 feet to an iron rod found;

S 86° 22' 50" W, 343.11 feet to an iron rod found;

N 82° 22' 59" W, 425.79 feet to an iron rod found;

N 63° 56' 52" W, at 226.92 feet pass an iron rod found for an total distance of 769.42 feet to an iron rod found;

THENCE, N 78° 11' 40" W, for a distance of 309.65 feet to an iron rod found in the north line of the said 582.5503 acre tract at the southeast corner of a 46.5000 acre tract conveyed to the City of Austin in Volume 8994, Page 872 of the said deed records;

THENCE, N 30° 11' 45" E, with the easterly line of the said 46.5000 acre tract, for a distance of 1914.98 feet to an iron rod

May 9, 1985
84066

found in the south line of the aforesaid 245.6697 acre tract at the most easterly northeast corner of the said 46.5000 acre tract;

THENCE, across the 2760.96 acre "Option Tract" with the south line of the said 245.6697 acre tract for the following courses;

S 31° 49' 56" E, 388.46 feet to an iron rod found;

S 45° 15' 23" E, 377.41 feet to an iron rod found;

S 25° 13' 03" E, 300.06 feet to an iron rod found;

N 59° 41' 54" E, at 127.12 feet pass an iron rod found, for a total distance of 692.26 feet to an iron rod found;

N 83° 39' 03" E, 762.23 feet to an iron rod found;

THENCE, N 06° 25' 40" E, for a distance of 294.82 feet to an iron rod found on a curve to the left;

THENCE, with the said curve to the left having a central angle of 15° 22' 46" a radius of 4700.00 feet, a chord of 1257.79 feet (chord bears N 84° 13' 04" E) for an arc distance of 1261.58 feet to an iron rod found;

THENCE, continuing with the south line of the said 245.6697 acre tract the following courses;

S 00° 35' 05" W, 328.33 feet to an iron rod found;

S 09° 52' 09" W, 261.80 feet to an iron rod found;

S 66° 57' 38" E, 922.12 feet to an iron rod found;

S 82° 19' 21" E, 292.38 feet to an iron rod found;

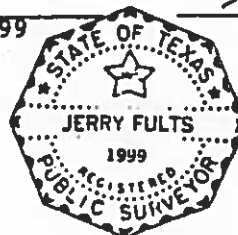
N 46° 02' 03" E, 299.40 feet to an iron rod found;

THENCE, S88° 08' 48" E, for a distance of 198.82 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 285.4585 acres (12,434,574 square feet) of land area.

These field notes were prepared from an actual survey on the ground under my direction.

Jerry Fults
REGISTERED PUBLIC SURVEYOR NO. 1999

5-9-85
DATE



STATE OF TEXAS — COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

DEC 17 1985



David S. Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1985 DEC 17 AM 11:41
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ORDINANCE NO. 961212-F

AN ORDINANCE ANNEXING, FOR FULL PURPOSES, ADDITIONAL TERRITORY ADJACENT TO THE CITY LIMITS OF THE CITY OF AUSTIN, CONSISTING OF APPROXIMATELY 563 ACRES OF LAND OUT OF THE SAMUEL W. HAMILTON SURVEY NO. 16, AND THE THOMAS ANDERSON SURVEY NO. 17, LOCATED IN TRAVIS COUNTY, TEXAS; AND APPROVING A SERVICE PLAN FOR THE ANNEXED TERRITORY.

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

PART 1. Notice of two public hearings concerning annexation of the territory described in Exhibit A was published in a newspaper of general circulation in the City of Austin and in the area to be annexed. The public hearings were held on November 7, 1996 and November 21, 1996, at 5:00 p.m. in Council Chambers. The public hearings were concluded after providing an opportunity for all persons present to be heard with respect to the proposed annexation.

The annexation, for full purposes, of the territory described in Exhibit A serves the interests of the current and future residents of the City of Austin. The Service Plan attached to this ordinance as Exhibit B was made available and explained at the public hearings as required by state law.

PART 2. The present boundary limits of the City are amended to include the following territory which is within the extraterritorial jurisdiction and adjacent to the city limits of the City of Austin in Travis County, Texas, and which is annexed into the City for full purposes:

Approximately 563 acres of land, more or less, the same being out of and a part of the Samuel W. Hamilton Survey No. 16 and the Thomas Anderson Survey No. 17 in Travis County, Texas, which 563 acres of land are to be taken into and made a part of the City of Austin, Travis County, Texas.

PART 3. The Maple Run at Austin Municipal Utility District ("District") is abolished on December 31, 1996, the effective date of this ordinance. On that date, and in accordance with the provisions of state law, the City shall take over all the property and other assets of the District and shall assume all of the debts, liabilities, and obligations of the District.

PART 4. The Service Plan attached as Exhibit B is approved as the Service Plan for the annexed area.

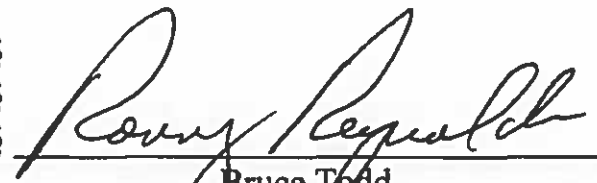
PART 5. The Council waives the requirements of Sections 2-2-3 and 2-2-7 of the City Code for this ordinance.

PART 6. This ordinance takes effect on December 31, 1996.


PASSED AND APPROVED

December 12, 1996.

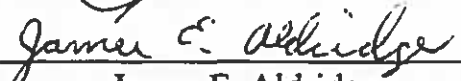
§
§
§


Bruce Todd
Mayor

APPROVED:


Andrew Martin
City Attorney

ATTEST:


James E. Aldridge
City Clerk

C7a-95-010

Area to be Annexed
(563 Acres of land
out of and a part of
the Samuel W.
Hamilton Survey No.
16, and the Thomas
Anderson Survey No.
17 in Travis County,
Texas)

(Maple Run at Austin
Municipal Utility
District No. 1)
(Portions of
Slaughter Lane West,
Loop 1, and Deer
Lane)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR 563 ACRES OF LAND,
MORE OR LESS, SAME BEING OUT OF AND A
PART OF THE SAMUEL W. HAMILTON SURVEY
NO.16 AND THE THOMAS ANDERSON SURVEY
NO.17 IN TRAVIS COUNTY, TEXAS, WHICH 563
ACRES OF LAND ARE TO BE TAKEN INTO AND
MADE A PART OF THE CITY OF AUSTIN,
TRAVIS COUNTY, TEXAS, SAID 563 ACRES OF
LAND BEING MORE PARTICULARLY DESCRIBED
BY METES AS FOLLOWS:

BEGINNING at the intersection of the present corporate
limit line of the City of Austin as adopted by an ordinance
dated November 15, 1984, (Case No. C7a-83-009), which line
is a line five hundred (500.00) feet west of and parallel to
the west right-of-way line of Brodie Lane, with another
present corporate limit line of the City of Austin as
adopted by an ordinance dated December 19, 1991 (Case No.
C7a-91-008), which line is the south right-of-way line of
Deer Lane, and which point of beginning is the most easterly
southeast corner of the herein described tract of land;

THENCE, with the present corporate limit line of the
City of Austin as adopted by an ordinance dated December 19,
1991 (Case No.C7a-91-008), which line is the south right-of-
way line of Deer Lane, in westerly direction to a point in a
west line of Maple Run at Austin Municipal Utility District
No.1;

Exhibit A

96/2/2-F

THENCE, with the common line of the present corporate limit line of the City of Austin as adopted by an ordinance dated December 19, 1991, (Case No.C7a-91-008) and Maple Run at Austin Municipal Utility District No.1 in a southerly direction to the northwest corner of Circle C Municipal Utility District, same being a point in the proposed corporate limit line of the City of Austin;

THENCE, with the proposed corporate limit line of the City of Austin, same being the common line of Maple Run at Austin Municipal Utility District No.1 and Circle C Municipal Utility District, S 29°55'08" W 148.31 feet to point in the north right-of-way line of Slaughter Lane West;

THENCE, continuing with the proposed corporate limit line of the City of Austin crossing said Slaughter Lane West, S 29°55'08" W 157.35 feet to a point in the south right-of-way line of Slaughter Lane West, which line is a boundary line of Maple Run at Austin Municipal Utility District No.1, and which point is the most northerly corner of Lot 86, Block B, Circle C Ranch, Phase C, Section One, a subdivision of record in Book 87 at Page 36D & 37A of the Plat Records of Travis County, Texas;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same being the common line of said Maple Run at Austin Municipal Utility District No.1 and said Lot 86, Block B, S 29°55'08" W 127.92 feet to the northeast corner of Lot 1 Akin Subdivision a subdivision of record in Book 91 at Page 110 of the Plat Records of Travis County, Texas;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same being the common line of said Maple Run at Austin Municipal Utility District No.1 and said Lot 1, Akin Subdivision in a westerly and southerly directions with the following two (2) courses:

(1) N 69°48'01" W 1,633.50 feet to the northwest corner of said Lot 1;

(2) S 25°28'24" W 1,196.53 feet to the southwest corner of said Lot 1, same being a point in the centerline of Slaughter Creek;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same a boundary line of said Maple Run at Austin Municipal Utility District No.1, which line is the centerline of Slaughter Creek in a northerly direction with the following six (6) courses:

- (1) N 64°52'55" W 263.99 feet to a point;
- (2) N 37°01'26" W 175.84 feet to a point;
- (3) N 11°54'20" W 304.21 feet to a point;
- (4) N 05°46'26" W 314.04 feet to a point;
- (5) N 26°29'33" E 329.07 feet to a point;
- (6) N 08°25'29" E 407.78 feet to a point;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same a boundary line of said Maple Run at Austin Municipal Utility District No.1, N 79°23'51" E 58.40 feet to a point in the east bank of Slaughter Creek;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same a boundary line of said Maple Run at Austin Municipal Utility District No.1, which line is the east bank of said Slaughter Creek, in a northerly direction with the following ten (10) courses;

- (1) N 40°13'07" E 269.42 feet to a point;
- (2) N 05°07'00" W 346.59 feet to a point;
- (3) N 13°37'56" E 148.70 feet to a point;
- (4) N 21°08'25" E 141.54 feet to a point;
- (5) N 43°23'46" E 149.87 feet to a point;
- (6) N 20°45'26" E 195.46 feet to a point;
- (7) N 47°54'19" W 109.81 feet to a point;

(8) S 84°22'57" W 172.93 feet to a point;

(9) N 76°29'43" W 110.78 feet to a point;

(10) N 41°43'01" W 96.64 feet to a point;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same being a boundary line of said Maple Run at Austin Municipal Utility District No.1, N 02°15'35" W 424.41 feet to a centerline of a gas pipeline;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same being a boundary line of said Maple Run at Austin Municipal Utility District No.1, which line is said centerline of a gas pipeline, N 71°58'00" W 158.07 feet to the southwest corner of said Maple Run at Austin Municipal Utility District No.1, for the southwest corner of the herein described tract of land;

THENCE, continuing with the proposed corporate limit line of the City of Austin, same being the west line of said Maple Run at Austin Municipal Utility District No.1, N 30°43'16" E 4,121.83 feet to most westerly northwest corner of said Maple Run at Austin Municipal Utility District No.1, for the most westerly northwest corner of the herein described tract of land, same being a point in the present corporate limit line of the City of Austin as adopted by an ordinance dated November 15, 1984 (Case No.C7a-83-018);

THENCE, with the present corporate limit line of the City of Austin as adopted by an ordinance dated November 15, 1984, (Case No.C7a-83-018) and other ordinances dated October 16, 1980 (Case No.C7a-80-003), December 08, 1983 (Case No.C7a-81-010), August 27, 1981 (Case No.C7a-81-003), and the aforesaid ordinance dated November 15, 1984 (Case No.C7a-83-009), in an easterly, northerly, easterly, southerly, easterly, southerly, easterly, northerly, easterly, and southerly directions to a point in the present corporate limit line of the City of Austin as adopted by said ordinance dated November 15, 1984 (Case No.C7a-83-009), which line is the north right-of-way line of said Deer Lane;

THENCE continuing with the present corporate limit line of the City of Austin as adopted by an ordinance dated November 15 1984, (Case No.C7a-83-009) in an easterly and southerly directions to the point of beginning.

LEGAL DESCRIPTION: Al Martinez APPROVED:

10-30-95

Michael T. Ritter 10/31/95
Michael T. Ritter, RPLS NO.3692
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

Austin Grid C16 & 17, D16 & 17
TCAD 4 2337 & 4 1537

alm
c7a95010.fns

Exhibit A 96/212-F

ANNEXATION SERVICE PLAN

Case Name: Maple Run

Case Number: C7a-95-010

Date: 3 Nov 1995

FIRE DEPARTMENTCurrent Provider and Level of Service

Travis County Emergency Services District No. 5 by contracts with the Manchaca Volunteer Fire Department for fire protection services and with the Manchaca Volunteer EMS Department for EMS first response services. Manchaca VFD's nearest fire station (unstaffed) is located at Riddle Road/Allred, approximately 2.6 miles from the annexation area.

Proposed City of Austin Service

AFD Station 29 (3704 Deer Lane) is located immediately adjacent to this annexation area and can provide an urban/suburban service level of 3.5 minutes or less to this area upon annexation.

POLICE DEPARTMENTCurrent Provider and Level of Service

Travis County Sheriff

Proposed City of Austin Service

Austin Police Department will be able to provide immediate emergency service to this area within the average City-wide response time. For the first three quarters of 1995, average City-wide response time was 8 minutes. APD measures response time from the time the 911 operator receives an emergency call.

EMERGENCY MEDICAL SERVICESCurrent Provider and Level of Service

The Austin Emergency Medical Services Department is the current emergency ambulance provider to the Maple Run area. This service is provided under an inter-local agreement between the City of Austin and Travis County. This long standing agreement is up for renewal and is currently being re-negotiated. First responder service for EMS is provided by the Manchaca Volunteer EMS Department.

Proposed City of Austin Service

Austin EMS will continue to provide the present level of service to this area, with the Austin Fire Department assuming responsibility for first response on EMS calls. EMS response will normally come from one of three stations, depending on the level of service required.

Aid 2 6601 Manchaca

Medic 1 3616 South First Street

Medic 11 5401 McCarty Lane

STREET AND BRIDGE DIVISION - TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

Exhibit B 9/12/12-F

Annexation Service Plan (cont'd.)

Maple Run Area C7a-95-01

Page 2 of 5

Current Provider and Level of Service

Travis County

Proposed City of Austin Service

Following annexation, the City will provide pot hole repair and emergency pavement repair, right-of-way maintenance, ice and snow monitoring of major thoroughfares, and assessment of street conditions for long-term maintenance scheduling.

As part of an on-going pavement assessment program, all streets shall receive crack sealing/seal coating/reconstruction on a City-wide priority basis.

TRANSPORTATION DIVISION - TRANSPORTATION AND PUBLIC WORKS DEPARTMENTCurrent Provider and Level of Service

Travis County. Street markings are repainted at least once per year on arterials and as time permits on minor arterials. Traffic control signals and warning signals are inspected when reported and are repaired the same day. Regulatory signs are replaced within one or two days.

Proposed City of Austin Service

Traffic signal, stop and other regulatory studies are conducted in conjunction with growth of traffic volumes. All regulatory signs and signals are installed when warranted. All substandard signs are replaced to conform to City standards upon annexation. Faded, vandalized, or missing signs are replaced as needed. Traffic control signals and warning signals are inspected when reported and are repaired the same day. "CALL BACK" service provided 24 hrs/day 365 days/year for emergency sign and signal repair.

For major arterials and collectors, the repainting of street markings is on a six to twelve month frequency. All improved intersections and roadways are striped upon improvement. All roadways are restriped and remarked as needed.

DRAINAGE UTILITY - TRANSPORTATION AND PUBLIC WORKS DEPARTMENTCurrent Provider and Level of Service

Much of this area is undeveloped. The developed portion of the area has been developed as single family subdivisions. Drainage maintenance in these subdivisions is currently provided by the Maple Run MUD. The water-quality ponds in Maple Run are maintained by the City using fees paid by the developer for monitoring and maintenance of the ponds.

Proposed City of Austin Service

Drainage maintenance in the City of Austin is a fee-based service. The City will assume responsibility for routine maintenance (as described below) for drainage infrastructure in the area.

Residential:

- o Channel/Waterway Maintenance
- o Bridge and Culvert Cleaning
- o Detention Pond Cleaning and Repairing
- o Storm Sewer/Inlet Cleaning
- o Storm Sewer Repair and Installation

Exhibit B 961212-F

Annexation Service Plan (cont'd.)

Maple Run Area C7a-95-01

Page 3 of 5

Commercial:

- o Channel/Waterway Maintenance
- o Bridge and Culvert Cleaning
- o Storm Sewer/Inlet Cleaning
- o Storm Sewer Repair and Installation

SOLID WASTE SERVICESCurrent Provider and Level of Service

Private haulers.

Proposed City of Austin Service

Weekly Pay-As-You-Throw Garbage Collection
Weekly Yardwaste Collection
Weekly Recycling Collection
Bi-Annual Brush and Bulky Item Collection
Anti-Litter Services
Dead Animal Collection
Street Sweeping

The current (7/26/95) residential garbage collection fee is \$11.64 (plus tax) per month and the current anti-litter (street sweeping) fee is \$2.00 per month.

PARKS AND RECREATION DEPARTMENTCurrent Provider and Level of Service

Maple Run is currently served by the City's Dick Nichols District Park, Slaughter Creek Metropolitan Park and Greenbelt, and Karst Preserve. This service will be improved with the opening of a new swimming pool at Dick Nichols Park by the summer of 1996.

The City already owns and maintains two park tracts within the MUD.

Proposed City of Austin Service

Same.

HEALTH AND HUMAN SERVICES DEPARTMENT/TRAVIS COUNTY HEALTH DEPARTMENTCurrent Provider and Level of Service

The Austin Health and Human Services Department/Travis County Health Department provides a wide range of services to all Travis County residents and property owners.

Proposed City of Austin Service

Upon annexation, the following additional services will be available from the department.

- o Full MAP services
- o Inspection and permitting of tourist courts, massage parlors, vending machines, and swill and slop hauling
- o Rodent control consultation
- o Vector (mosquito and insect) control

Exhibit B 9/12/12-F

Annexation Service Plan (cont'd.)

Maple Run Area C7a-95-01

Page 4 of 5

- o Handling public health related complaints including water and air pollution, dumping on vacant property, and excessively tall weeds and grass

ELECTRIC DEPARTMENTCurrent Provider and Level of Service

The City of Austin Electric Utility Department is the current provider of services and will continue to provide service after annexation.

Proposed City of Austin Service

The City of Austin Electric Utility Department is the current provider of services and will continue to provide service after annexation.

LIBRARY DEPARTMENTCurrent Provider and Level of Service

Residents benefit from all free services of the City of Austin Public Library system except for the privilege of checking out books and other items from collections. This service would be available for a \$48 annual fee per library card holder.

Proposed City of Austin Service

Residents will be able to use all City of Austin Library facilities including the

WATER AND WASTEWATER DEPARTMENTCurrent Provider and Level of Service

The MUD is a wholesale customer of the City of Austin Water and Wastewater Utility.

Proposed City of Austin Service

Following annexation, residents will become in-City retail customers of the Utility.

Additional utility services can be provided to the proposed annexation area through existing City facilities and additional service can be provided under the provisions of the attached City service extension policy.

SUMMARY OF THE WATER/WASTEWATER SERVICE EXTENSION POLICY

The following information is a summary of the Water and Wastewater Utility Service Extension Policy Chapter 13-3 and Chapter 12-4 of the Austin City Code of 1992, in conformance with the Texas Local Government Code provision that the annexation plan have a summary of the service extension policy. Nothing in this summary replaces or takes precedence over the Austin City Code of 1992. A copy of the Austin City Code of 1992 sections addressing the Service Extension Policy and Private Sewage Facilities is attached.

The City, upon or after annexation, will allocate money in its next annual CIP to begin preliminary engineering leading to construction of facilities to serve legally subdivided and occupied lots that are using septic tanks or where the City water system does not meet City fire protection guidelines.

Exhibit B 91.1212-F

Annexation Service Plan (cont'd.)**Maple Run Area C7a-95-01****Page 5 of 5**

Customers in the newly annexed areas are required to pay the impact fees and connection fees to make a connection to new facilities with the following exceptions. Upon annexation or after wastewater service becomes available, whichever occurs later, prospective customers will have two years to connect an existing structure to the city wastewater system without having to pay the wastewater impact fee. For areas served by on-site water wells, prospective customers will have two years after annexation or after water service becomes available, whichever occurs later, to connect an existing structure to the City water system without having to pay the water impact fee. Homeowners occupying a single family residence as their homestead may request installment payment of the water and/or wastewater impact fees if they can demonstrate that payment in full at the time of tap purchase will create a financial hardship as determined by rules set by the Director of the Water and Wastewater Utility.

For property that prior to annexation is required by subdivision regulations to construct water and/or wastewater facilities connecting to the City system, funding and construction of those facilities will remain the responsibility of the developer.

If the specific property does not have City water or wastewater service, the owner may make an application for an extension of service to the Director of Planning and Development who shall forward the application to the Water and Wastewater Utility for review. If the Utility Director determines that adequate capacity is available, or will be, and the project does not include City cost participation or reimbursement, the extension size, capacity and routing shall be approved by the Utility Director.

Depending on the size of the new facilities and other conditions, with City Council approval, the City may pay the developer for part of the cost of constructing certain facilities. After the facility is constructed by the developer and accepted by the City, the City may "cost participate" by reimbursing costs associated with the oversize capacity of wastewater mains larger than 8 inches in diameter but less than 18 inches, and of water mains greater than 12 inches but less than 24 inches in diameter. The City "reimburses" to the developer the construction cost of the full capacity of wastewater facilities 18 inches in diameter or larger, and for water facilities 24 inches in diameter or larger, as well as other facilities such as reservoirs or pumps. The actual calculation of the cost participation and reimbursement amounts, including limits and the schedules for the payments, are included in the Land Development Code. The new customers will be required to pay the impact fees and all connection fees.

Exhibit B

961212 F

EXHIBIT B
Park Improvements

Exhibit B Park Improvements



**PARKLAND IMPROVEMENT DONATION AND
MAINTENANCE AGREEMENT**
(Violet Crown Trail-Veloway to Circle C Metropolitan Park)

EXHIBIT C
Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF AUSTIN PARKS AND RECREATION DEPARTMENT
AND
THE HILL COUNTRY CONSERVANCY
AND
AUSTIN PARKS FOUNDATION
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE VIOLET CROWN TRAIL**

Purpose

The purpose of this Memorandum of Agreement (hereinafter, the "MOA") is to establish roles and responsibilities for parties engaged in implementing public access trails on City of Austin ("COA") parkland. The scope of this project involves the design, construction, operation and maintenance of a trail known as the Violet Crown Trail (formerly known as the Walk-For-A-Day trail) which trail is depicted in Exhibit A attached hereto and made a part hereof (Phase I and Phase II Maps). The parties to this MOA agree to work collaboratively to plan, construct and operate the Violet Crown Trail (hereinafter, the "Trail") in a public / private partnership as set forth in this MOA).

This MOA is meant to help implement the City's goal of providing public access to parks while preserving and fostering a greater understanding and enjoyment of sensitive natural environments. This MOA will also serve to protect the interests of all stakeholders involved in this project, including the City of Austin, and is in keeping with the Memorandum of Understanding between these parties that was executed in December of 2009.

The Parks and Recreation Department (PARD) agrees to:

1. make the appropriate sites on its lands available for planning, construction, operation and maintenance of a public access trail suitable for uses defined in the Trail Master Plan dated September 28, 2010, and prepared by Greenways, Inc. subject to the applicable local, state and federal laws;
2. review plans and process City permits and approvals for development of the Trail;
3. provide technical assistance on issues related to sensitive and sustainable design, construction, operation and maintenance of the Trail;
4. provide assistance in the development of appropriate procedures and protocols to provide for trail maintenance, including emergency response, monitoring of impacts, closures and educational programs; and,
5. provide a representative to serve on the Violet Crown Trail Stewardship Council.

Hill Country Conservancy agrees to:

1. be responsible for the initial construction of the Trail and related facilities; including design, engineering, environmental compliance and other regulatory requirements;
2. be responsible for long-term implementation of the Violet Crown Trail Operations and Maintenance Plan (hereinafter, the "O&M Plan") set forth in Exhibit B, attached hereto and made a part hereof and of the Austin Parks and Recreation Department Trails Maintenance Standards set forth in Exhibit C, attached hereto and made a part hereof;
3. establish an endowment fund to support the VCT as described in Exhibit D (Violet Crown Trail Stewardship Endowment Fund);
4. work with PARD and other necessary public and private parties to secure easements or other land rights necessary to construct the Trail in a continuous path along its planned route; and,
5. provide a representative to serve on the Violet Crown Trail Stewardship Council.

The Austin Parks Foundation agrees to:

1. assist with fund raising, volunteer coordination, and help identify trail maintenance needs;
2. serve as the fiduciary agent for the referenced endowment fund pursuant to a Funds Management Agreement to be executed by Austin Parks Foundation and Hill Country Conservancy contemporaneously with the execution of this MOA;
3. provide a representative to serve on the Violet Crown Trail Stewardship Council; and,
4. work with partners and stakeholders to adhere to the intent and terms of the O&M Plan.

It Is Mutually agreed that:

1. upon execution of this MOA by all parties hereof, other sponsors, partners and private property owners may be invited to participate in this collaboration in order to facilitate construction, operation, and maintenance of the Trail;
2. each segment of the Trail may include interpretive and educational components, so long as such components are consistent with PARD's comprehensive signage plan;
3. a Violet Crown Trail Stewardship Council (hereinafter, the "VCT Stewardship Council") shall be organized that will include representatives from Hill Country Conservancy, COA, City of Sunset Valley, Travis County, Hays County, Austin Parks Foundation, and other trail partners and stakeholders agreed to by the parties hereto. The adopters of Trail segments that have an official trail adoption agreement with COA may appoint a trail steward and trail docent to serve on the VCT Stewardship Council. The VCT Stewardship Council shall meet periodically as deemed necessary and will select a chairperson. A set of by-laws and a financial reporting protocol shall be developed by the VCT Stewardship Council to guide the group's functions and duties;
4. the parties to this MOA will meet to review the status of this MOA annually, at which time the status of each party shall be confirmed. If a party is no longer able to meet its

obligations under this MOA, a substitute party may be added via modification of this MOA. The annual review will also confirm that all the obligations of this MOA are being met. Annual review will also be conducted to assess the accuracy of the operations and maintenance stewardship tasks, and adjustments will be made as necessary;

5. any party hereto may appeal decisions regarding trail rules. Appeals must be presented in writing to all other parties hereto. The first level of appeal shall be to the VCT Stewardship Council. An appeal may be denied or upheld using the VCT Stewardship Council's decision-making process to be set forth in the VCT Stewardship Council by-laws. If the appeal is denied, the appellant may appeal the matter to the Parks and Recreation Department Director, whose decision is final;
6. this MOA may be revised or modified only with consent of all parties hereto; and,
7. any party may withdraw from this MOA by providing ninety (90) days notice to all other parties, except that no party may withdraw during construction of any section of the Trail. If COA withdraws from this MOA after the entire Trail or any segment of the Trail has been constructed and opened to the public, COA reserves the discretion to maintain public access, close or restore any section of the Trail, and assume full responsibility for operation and maintenance. Should other parties hereto withdraw, they must provide a substitute for their organization who will join the MOA through modification and assume the obligations of the withdrawing party.

The following are contacts regarding this MOA. For the purposes of notice, the addresses of the parties are as follows:

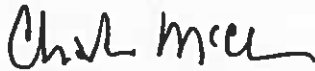
City of Austin
Parks and Recreation Department
Director
200 South Lamar Boulevard
Austin, Texas 78704

Hill Country Conservancy
Executive Director
P.O. Box 163125
Austin, Texas 78716-3125

Austin Parks Foundation
Executive Director
P.O. Box 300369
Austin, Texas 78703

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF AUSTIN PARKS
AND RECREATION DEPARTMENT, THE AUSTIN PARKS FOUNDATION AND
HILL COUNTRY CONSERVANCY.**

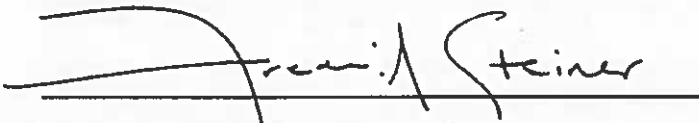
Executed on this 26th day of January, 2012.



**Charlie McCabe
Executive Director
Austin Parks Foundation**

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF AUSTIN PARKS
AND RECREATION DEPARTMENT, THE AUSTIN PARKS FOUNDATION AND
HILL COUNTRY CONSERVANCY.**

Executed on this 1st day of February, 2012.

A handwritten signature in black ink, appearing to read "Frederick Steiner", is written over a horizontal line. The signature is stylized, with a large, sweeping initial 'F'.

Frederick Steiner
President
Hill Country Conservancy

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF AUSTIN
PARKS AND RECREATION DEPARTMENT, THE AUSTIN PARKS
FOUNDATION AND HILL COUNTRY CONSERVANCY.**

Executed on this 28th day of February, 2012.



Sara L. Hensley, CPRP, Director
Austin Parks and Recreation Department

EXHIBIT A

Maps

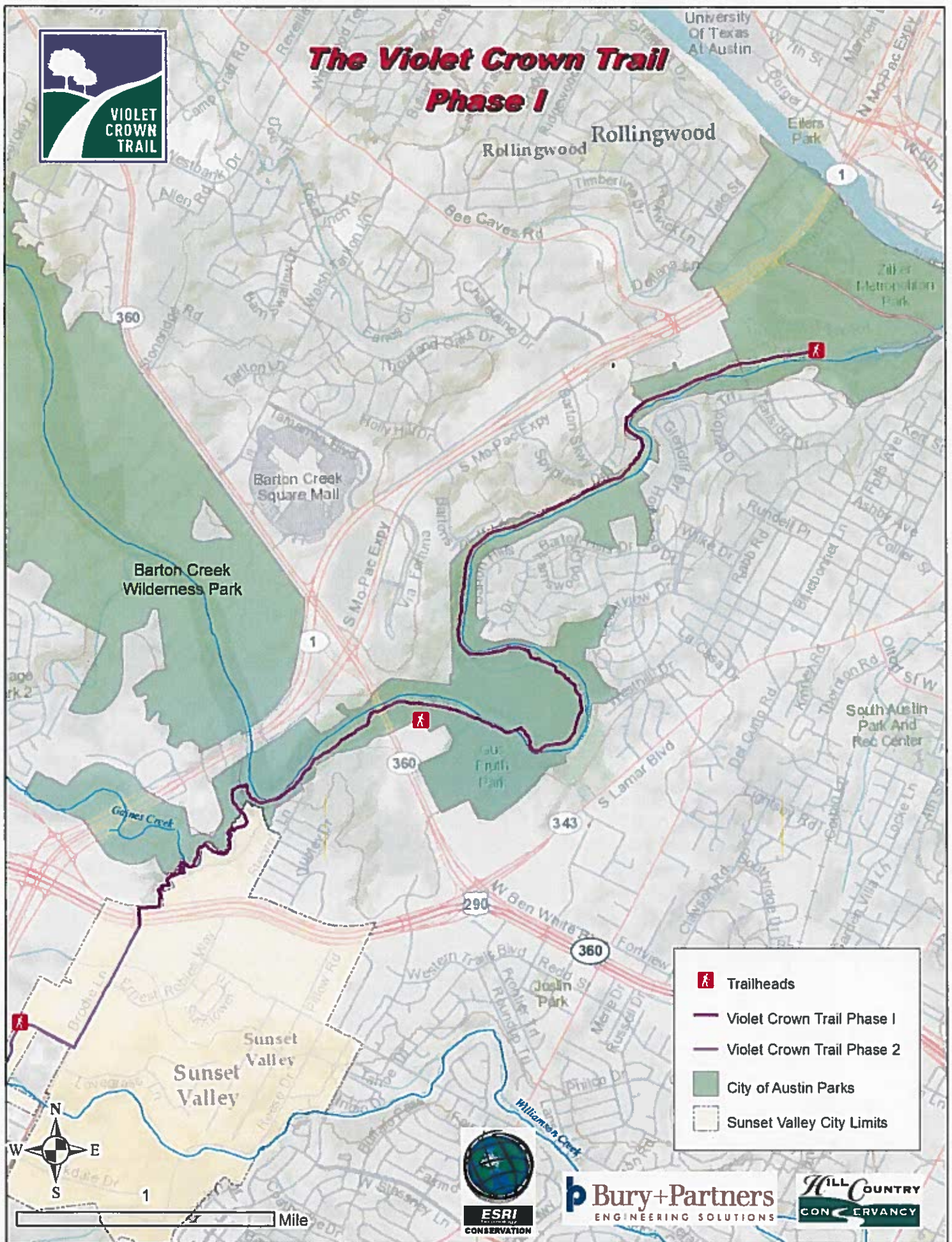
Violet Crown Trail, Phase 1

Violet Crown Trail, Phase 2



The Violet Crown Trail

Phase I



- Trailheads
- Violet Crown Trail Phase I
- Violet Crown Trail Phase 2
- City of Austin Parks
- Sunset Valley City Limits





The Violet Crown Trail Phase 2

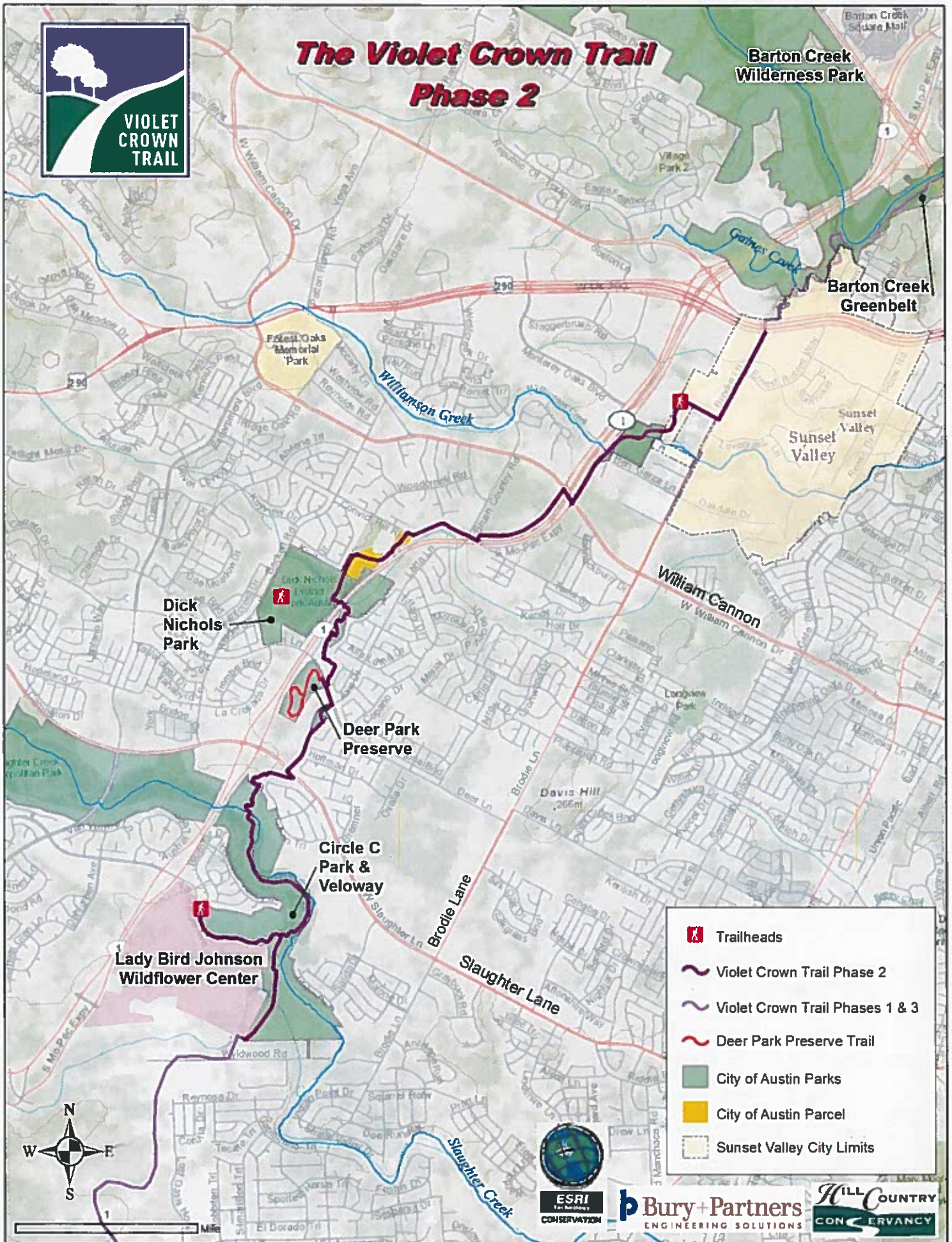


EXHIBIT B

Violet Crown Trail

Operations and Maintenance Plan

Violet Crown Trail Operations & Maintenance Plan

Introduction

Trail Description and Goal

The Violet Crown Trail (VCT) is a planned approximately 30-mile regional trail system that will run from Zilker Park in central Austin to near Onion Creek in Hays County. The trail will be built in three phases using existing and new trail alignments planned, designed and built to state of the art standards. Phase I includes 5 miles of the existing Barton Creek Greenbelt Trail and 1 mile of new trail along Gaines Creek and within city-owned parkland. Phase II begins in Sunset Valley and passes through neighborhoods and city-owned parks for 7 miles before ending at the Veloway near the Lady Bird Johnson Wildflower Center. Phase III, the longest segment of the trail, begins at the Veloway and extends for 17 miles to the City of Austin Onion Creek Preserve Management Unit in Hays County. Key aspects of the VCT vision are protecting water quality and sensitive habitat, accommodating public access, utilizing public-private partnerships and proven models to support maintenance, and creating and promoting a strong public education and land stewardship program.

Overview of the Plan

This document presents a plan for addressing the ongoing, long-term operations and maintenance needs of the VCT. It identifies a toolbox of resources that can be utilized by Hill Country Conservancy (HCC), Austin Parks Foundation (APF) and Friends of the Trail in collaboration with the City of Austin and City of Sunset Valley to ensure a safe, attractive and enjoyable trail. HCC, APF, and Friends are collectively known as the **Trail Partners**. This plan is informed by research on successful models from across the country. It is the result of extensive public involvement and on-site analysis and evaluation of the proposed trail corridor.

Objectives of the Plan

Through this plan, the Trail Partners seek to address three primary areas of trail operations and maintenance discussed in depth in the VCT Master Plan. These areas of need include: 1) trail maintenance, 2) trail safety and security, and 3) education and stewardship. The programs and resources presented in this document are organized below based on the needs addressed:

1. Trail Maintenance

- American Youthworks Barton Creek Trail Corps Program
- Volunteer Work Days
- Friends of the Trail
- Adopt-A-Trail Program, in particular the Trail Steward and Volunteer Trail Patrol components

2. Trail Safety and Security

- Safety and Security Task Force Program
- Austin Ridge Riders Mountain Bike Patrol
- American Youthworks Barton Creek Trail Corps Program
- Friends of the Trail
- Adopt-A-Trail Program

3. Education and Stewardship

- Austin Ridge Riders Mountain Bike Patrol
- Friends of the Trail
- Adopt-A-Trail Program, in particular Trail Docents and Master Naturalists components
- Education Program
- Monitoring and Observation

Coordination

Execution of the plan and the associated work of the Trail Partners will be undertaken in close coordination with appropriate City of Austin and City of Sunset Valley staff, focusing only on lands associated with trail development and maintenance. To effectively coordinate these activities, the Trail Partners recommend the creation of a **Trail Stewardship Council** to serve as the entity accountable to the City of Austin and the City of Sunset Valley for the construction, operation and maintenance of the trail. The Stewardship Council will operate under the direction of the respective land management units of the public agencies.

Modeled on the Slaughter Creek Management Unit Trail Administration Subcommittee, the council would provide a forum to communicate issues related to the management of trail building, maintenance and use policies. The council should meet quarterly and include, but not be limited to, representatives of the City of Austin (COA) Parks and Recreation Department (PARC), COA Austin Water Utility, City of Sunset Valley, Hill Country Conservancy, Austin Parks Foundation and the Friends of the Trail group. The parties may invite other sponsors to the Stewardship Council on the approval of all existing members. A chairperson should be designated to lead the council, call additional meetings when necessary, and serve as a point of contact for the council.

“Tool Box” of Resources to Address Operations & Maintenance Needs

The Trail Partners will utilize a variety of resources to assist with the operation and maintenance of the trail system. This “tool box” of resources is explained in the following section. Note that some of these resources will be utilized in different categories. For example, Friends of the Trail will conduct trail maintenance but will also serve as “eyes and ears” on the trail to report any safety or security concerns to the proper land manager or authority.

1. Trail Maintenance

American Youthworks Barton Creek Trail Corps Program

Austin Parks Foundation (APF) has contracted with the American Youthworks Environmental Corps to staff a Barton Creek Trail Corps (BCTC). This program will act as a pilot for a public/private approach that could be expanded to the entire the Violet Crown Trail.

American Youthworks has a successful track record of training and running crews of young people between the ages of 18 and 28 from diverse backgrounds to implement improvements in parks and trails throughout Texas. The BCTC consisted of four members and a crew leader with experience in trail construction, rock work and invasive species removal in parks and public lands. In addition to improving the quality of the trail and surrounding natural habitat, the program participants received valuable skills to prepare them for possible conservation and park careers.

The BCTC supplemented the maintenance work by the City of Austin along the Barton Creek Greenbelt by conducting trail repairs, habitat restoration, and erosion control under the supervision and direction of the land manager. In a future program, the crew would perform such duties as follows:

- **Trail Maintenance** – Light maintenance would be performed on a daily basis, including clearing trail hazards and repairing trail problems. More substantial maintenance would be performed after storm events that result in trail damage. Periodically, grass and brush clearing will be conducted along the trail.
- **Trail Security and Emergencies** – Crew members would notify the proper authority of any security or safety issues.
- **Trail Stewardship** – Crew members would be educated about the environmental qualities and sensitivities of the trail corridor. They would assist with the monitoring and observation of natural resources.
- **Trail Volunteers** – Crew members would act as coordinators and team leaders for volunteer events. They would also work in concert with volunteers to foster understanding and appreciation of the trail environment.

The first year of this program was be funded by a \$105,000 grant from IMPACT Austin and matching grants from both APF and HCC. During this first year of the program the BCTC performed the following duties::

- Repaired eight miles of trail to provide a sustainable surface for walking, running and biking,
- Restored the ecological balance to 300 targeted acres of the park through invasive species removal and erosion and flood damage repair,

- Hosted three large volunteer events,
- Cataloged major improvement needs in the park,
- Created an ongoing maintenance plan to guide the work of future trail corps crews,

Based on the success of this pilot program and modified as necessary, APF will partner with HCC to secure long-term funding for this program and to oversee the work of the BCTC crew. This work will be done in coordination with the City of Austin, the Austin Ridge Riders Bike Patrol and other trail programs.

Volunteer Work Days

The Trail Partners will sponsor two to three major volunteer work days each year and additional smaller volunteer work projects to conduct trail maintenance. Austin Parks Foundation and Hill Country Conservancy will organize these events, and the Barton Creek Trail Corps will serve as coordinators and team leaders.

These workdays will focus on proper instruction of trail building skills, erosion control, maintenance, invasive species removal, and drainage repair. Participants will not only enhance their own skills, but learn methods for building sustainable trails throughout the region. They will gain a sense of ownership and investment in the trail, which will ultimately lead to more volunteer efforts and protection of the environment.

Major work days will likely take place on National Trails Day in June, National Public Lands Day in September and Austin Community College's Build a Park Day in November. These events typically engage hundreds of volunteers, yielding thousands of volunteer hours per year.

Friends of the Trail & Adopt-A-Trail Program

The Trail Partners will establish a "Friends of the Trail" group dedicated to the creation, preservation, promotion and enhancement of the Violet Crown Trail regional trail system. Friends will include trail users, community members, neighborhood associations, nonprofit organizations and businesses with a long-term interest in supporting the trail. These individuals and organizations will conduct fundraising activities, provide volunteer services, assist with trail stewardship and maintenance, and educate the public about important trail issues.

A key component of the Friends of the Trail program will be the **Adopt-A-Trail Program**. Through this program, interested parties will adopt a segment of the Violet Crown Trail and ensure that section of trail is clean and in good repair. They will serve as the "eyes and ears" on the trail to promote a safe and secure environment. The Adopt-A-Trail program will be part of the COA Adopt-A-Park program and will be administered in conjunction with the Parks and Recreation Department and Austin Parks Foundation. A group or organization will sign a written agreement to adopt a trail segment for a period of time, in which all parties agree to certain terms, conditions and expectations.

An example of a current “Friend” is the Greenbelt Guardians, which is a group of Barton Hills neighbors and community outdoor enthusiasts who work together to preserve and protect Barton Creek and the surrounding Greenbelt by organizing quarterly volunteer workdays to build and repair trails, remove invasive plant species and pick up trash.

The agreement will also designate a **Trail Steward**, who is a trained volunteer leader responsible for supporting operations and maintenance on a particular trail segment. They will serve as a group representative, and will coordinate volunteer activities and implementation of trail improvement plans. To facilitate this effort, an online system for volunteer management and trail activities will be operated and maintained by Austin Parks Foundation. Stewards will also assist with marketing, promotion and event programming and work closely with City of Austin staff. They will be required to provide reports and participate in Trail Stewardship Council meetings.

In addition to the Trail Steward, each Adopt-A-Trail segment will participate in the Volunteer Trail Patrol and Volunteer Trail Docent programs. These programs will provide dedicated volunteers with the opportunity to become caretakers for a particular segment of the trail. An ideal Volunteer Trail Patroller or Trail Docent would be a hiker, trail runner, rock climber, birdwatcher, mountain biker or other trail user, a Master Naturalist or a resident of an adjacent neighborhood that is interested in outdoor recreation and protecting natural resources.

The **Trail Patrollers** will focus on ensuring a well-maintained, safe and enjoyable experience for trail user. Patrollers will be required to attend an orientation and training session on trail etiquette and safety procedures, minor trail maintenance, location of the trail and its sensitive features, and wildlife and habitat identification basics. More specifically, they will:

- Assist with light trail maintenance, including clearing trail hazards and picking up litter, and report major maintenance needs or potential hazards,
- Help with scheduled and emergency clean-up days throughout the year, and
- Monitor the trails for inappropriate or illegal activities and notifying proper authorities if necessary.

The **Trail Docents** will educate trail users by conducting periodic seminars about trail rules and etiquette, and help them avoid sensitive areas for wildlife and water. Docents will be required to attend a short training to learn about the trail and its sensitive features and wildlife and habitat identification basics. In addition, they will have the option of participating in natural resource monitoring and observation activities and may also lead educational tours along the trail.

Hill Country Conservancy and Austin Parks Foundation in collaboration with Austin Ridge Riders will promote and coordinate the formation of the Friends group and its associated programs and will work with dedicated volunteers to ensure its long-term viability. Training of volunteer leaders and participants will be conducted under the

direction of the Trail Stewardship Council. Any training expenses will be covered by the non-profit partners.

Initial efforts will focus on involving existing known stakeholders and users, such as the Greenbelt Guardians, within Phase I of the VCT trail and will be undertaken as part of an Adopt-A-Park agreement between the APF and COA PARD. This Phase I-focused effort will pilot a public/private approach that can later be expanded to involve interested parties along the entire length of the trail. This large network of Friends will support the work of COA, the Bike Patrol Program, the Barton Creek Trail Corps and other Trail Partner programs.

2. Trail Safety and Security

Safety and Security Task Force

The Trail Partners are currently working with COA and its appointed Safety and Security Task Force to implement a safety and security program to protect all parties within the Violet Crown Trail corridor and provide effective patrol and emergency response. The goal of this group is to develop a coordinated task force to respond to emergencies and security needs along the trail regardless of jurisdictional location. The resulting Safety and Security Program will include a GPS-based map system to aid in quickly locating persons in need of assistance. The task force currently includes representatives of COA and City of Sunset Valley police departments, including the COA Police Chief of Staff, and the Travis and Hays County sheriff's departments.

This program is modeled on the successful Lake Travis Task Force, which is comprised of public safety agencies that have jurisdiction on or adjacent to Lake Travis. These agencies share the mission of serving cooperatively to ensure public safety and an enjoyable lake experience as well as to provide a coordinated response to public safety matters on and around Lake Travis.

The Trail Partners' will continue to work with the Task Force to create a safety and security program. The Master Plan recommends that this program consist of well-defined safety and security policies; identification of trail management, law enforcement, emergency and fire protection policies; and a system that offers timely response to safety and security problems regardless of jurisdictional location. As part of this program, rules and regulations must be implemented and displayed in brochures and on signs. In addition to creating a safety and security plan, the Master Plan also recommends reducing exposure to liability by ensuring trails are well-maintained, recognizing and removing potentially hazardous situations in a timely manner; and designing and constructing new facilities to adequately accommodate the volume of use.

Austin Ridge Riders Mountain Bike Patrol

The Austin Ridge Riders (ARR) Mountain Bike Patrol program provides assistance with trail safety and observation on trails throughout the City of Austin and Central Texas.

Patrols are comprised of volunteer mountain bikers who have completed a patroller certification exam, and are able to inform, assist and educate fellow mountain bikers and other trail users. Patrollers promote responsible mountain biking through the International Mountain Bicycling Association's philosophy of environmentally sound and socially responsible riding.

To this end, the patrollers:

- Offer "peer to peer" education for other bike riders on the importance of responsible and environmentally sound trail use and discourage unauthorized trail-building activities and riding on closed trails,
- Report unsafe trail conditions, and
- Provide assistance to bike riders and other trail users by providing general information about the trail.

In order to assist with the maintenance and operational needs identified in this plan, the ARR will partner with HCC to increase volunteer participation and secure additional resources for this program. This program will be expanded as appropriate throughout the trail system.

3. Education and Stewardship

Natural Resources Monitoring & Observation

Proper stewardship of the trail and associated natural resources is a critical component of trail operations and maintenance. Given the potential heavy use of the trail and the sensitivity of its features, special efforts must be taken to ensure public access does not threaten species of concern or cause degradation of soil, vegetation or water resources. In addition to proper design, construction and maintenance, erosion and other adverse impacts can be avoided through natural resources monitoring and observation as well as public education.

The Trail Partners will work in collaboration with COA Parks and Recreation Department and the Balcones Canyonlands Preserve (BCP) manager to establish a research program for the monitoring and observation of natural resources associated with newly constructed trails within the Violet Crown Trail system. This program will identify any environmental degradation caused by trail-related activities and make necessary corrections to avoid further harm. For example, the proposed one-mile section of new trail along Gaines Creek passes through Golden Cheeked Warbler habitat and will require a scientifically-defined monitoring program of impacts of mountain bike use on this species and its habitat. This program will include an experimental program to monitor bicycle use.

HCC will contribute funding and work with COA and BCP staff to establish and implement this program. To support this work, monitoring and observation activities will be conducted as part of the activities of the Barton Creek Trail Corps and Friends of the Trail programs. In addition, Trail Partners will also request the assistance of the Capital Area Master Naturalists.

Education Programs

Building upon COA's existing programs, user education will be provided by the Trail Partners through interpretative programming and information along the trail. Special education projects and programs by the Trail Corps and Friends of the Trail volunteers will be encouraged and sponsored by the coordinating entity. Furthermore, as described in the Master Plan, trail heads with kiosks will detail trail rules and regulations, allowed and prohibited uses and trail etiquette information. Educational materials will also be available at these kiosks and from Trail Corps member and volunteers that explain the sensitive nature of the lands through which the trail passes. In addition, HCC will also create and maintain a website with educational information about the trail.

4. Trail Maintenance Standards

The City of Austin Parks and Recreation Department has developed a set of Trail Maintenance Standards to provide guidance for maintaining trails traditionally found in urban and suburban areas. Such broad standards are generally utilized by municipal Parks and Recreation Departments around the country. These standards will act as a guideline for the maintenance of the Violet Crown Trail in situations that appropriately apply to the terrain, nature, weather and other conditions of various segments of the Violet Crown Trail. The attached chart (*Trails Maintenance Standards Violet Crown Trail Phases I & II*) sets forth these trail maintenance standards in greater detail.

###

EXHIBIT C

Austin Parks and Recreation Department Trails Maintenance Standards



Trails Maintenance Standards Violet Crown Trail Phases I & II

| Maintenance Item | Frequency | Standard | Notes |
|--|---|---|---|
| Vegetation Management | | | |
| Vegetation Control- mowing | 1x/week | Minimum 3' min. from each trail edge (in areas with grass buffers) Min. ht. 2" , Max ht. 8" | (April-November) -weather dependent- May adjust for designated mow areas as approved by PARD |
| Vegetation Control- brush trimming | 6x/year | Minimum 5' from each trail edge | Late Winter/early Spring, late Summer, late Fall, see attached exhibit |
| Vegetation Control- woody pruning | 3x/year | Minimum 8' vertical/ 5' horizontal clearance | Late Winter/early Spring, late Summer, late Fall, see attached exhibit |
| Vegetation Control- spraying (invasive and nuisance plants) | 2x/year if determined necessary | Approved contact Herbicide (PARD IPM plan) | Must follow PARD IPM plan applied by a Certified Applicator and approved by PARD |
| Vegetation Control- hazard tree removal | As needed, inspect trail weekly | Any dead tree/branch that may fall directly on trail or within the 25' width trail corridor | Inspect entire trail length weekly AND after strong wind storms. Trimming or tree removal must follow ISA standards and be supervised or performed by certified Arborist and/or Park Forestry staff. |
| Trails | | | |
| Trail Surface- pothole repair (paved & non-paved trails) | As needed- ASAP, inspect weekly | Use appropriate material for existing surface | Make sure finished repair is tamped, and at-grade of existing trail surface |
| Trail Surface- shoulder repair & washouts (paved & non-paved trails) | As needed- ASAP, inspect weekly | Use appropriate material for existing surface | Try to establish grass (topsoil/seed) shoulders along all trails whenever possible |
| Drains- pipes, culverts, inlets | Clean out all existing- 3x/year, AND must be checked after all heavy rainfalls | Remove all leaf litter, branches, etc. at inlets and along drainage swales | * This is a critical maintenance task that must be completed to prevent trail surface from eroding |
| Removal of mud and debris (paved trails, but may be req. on decomposed granite trails) | As needed upon inspection, AND after heavy storms 1x/per week in late Sept-early Nov. and after holidays and | Entire width-edge to edge-remove all leaf litter, branches, debris and washed in trash. Remove mud that covers more than 1 sf. or more of trail | Surface cleaning may be done with a blower or sweeping but may require pressure washing |





| Maintenance Item | special events | | Standard | Notes |
|--|---|--|--|---|
| | Frequency | | | |
| Graffiti on concrete trails | Inspect weekly | | Remove within 24 hours of discovery | Power wash if feasible. Any chemical process will need to be approved by PARD |
| Litter removal | Weekly and immediately following holidays and special events | | Trail, trailhead and all areas within visual sight of the trail will be free of trash, litter or other debris. | Use recycling bins if available. Coordinate pick-up with PARD |
| Trailheads | | | | |
| Signs & Kiosks | Replace/Repair as needed ASAP, inspect all 2x/year | | All sign edges must be a minimum of 2' from trail edge. Remove graffiti within 24 hours. | Only approved signs should be installed |
| Trash Receptacles (only at trailheads) | Daily, or as needed | | Receptacles should be clean and odor free. Wash annually. All receptacles must have lids. No bags may be left on the ground. | Coordinate with PARD staff pick-up and removal schedules. |
| Benches | Repair/Replace as needed- ASAP, inspect all 1x/season | | Insure no sharp edges. Remove graffiti within 24 hours. | In summer/fall months inspect for bees'/wasps' nests on these amenities |
| Litter Pickup | Weekly and immediately following holidays and special events | | | |
| Trailhead Parking Lot | 2x/week and immediately following holidays and special events | | Remove all trash and or litter (including cigarette butts) place in trash receptacles for pickup. Use recycling bins if available. | |
| Trailhead Parking Lot perimeter | 1x/week and immediately following holidays and special events | | Area within a 50 foot buffer of parking area | |

General Notes and Guidelines

- * Please be courteous of all trail users. Do not mow, trim or blow any material onto the trail or in the direction of trail users
- * Maintain trails in a safe and clean manner
- * Complete minor repairs immediately whenever safety, function or appearance is in question
- * Report major repairs needed immediately to Park staff to determine how to proceed
- * When repairs to the trail may cause a disruption to the public, postpone to a time determined to be less disruptive.



EXHIBIT D

Violet Crown Trail

Stewardship Endowment Fund

Violet Crown Trail – Stewardship Endowment Fund

- 1. The Memorandum Of Agreement (the “MOA”) dated December 1, 2009, by and between the City of Austin (“COA”) and Hill Country Conservancy (“HCC”) states in VI.A.2. “Any proposal for a phase or segment will...Include evidence of adequate funding including cash or *other resources and partnerships* to adequately and perpetually fund and endowment....”**
- 2. The statement above is addressed, in part, by the Violet Crown Trail Operations & Maintenance Plan (the “O&M Plan”), which demonstrates significant *other resources and partnerships*. The APF-HCC-PARD MOA reinforces this by stating that HCC will “...be responsible for long-term compliance with the O&M Plan....”**
- 3. HCC pledges to maintain Phases I and II of the Violet Crown Trail (the “Trail”) to the standards set forth in the O&M Plan.**
- 4. HCC is currently building capacity to fulfill this obligation by securing trails partnerships with neighborhood organizations and other user groups along the Trail route.**
- 5. HCC will create a Violet Crown Trail Stewardship Endowment Fund (the “Fund”) for the operation and maintenance of Phases I and II of the Trail to be held and administered by the Austin Parks Foundation with an initial capitalization of \$25,000 upon execution of the MOU and approval of all permits required for construction of Phase II of the Trail.**
- 6. HCC pledges to contribute at least \$500,000 to the Fund prior to 2020 and will continue to help raise additional monies for the Fund until all parties agree that a sustainable fund is in place, with the agreed upon goal being \$1,750,000.**
- 7. HCC’s goal will be to contribute at least \$50,000 to the Fund annually beginning in 2013 until the total of \$500,000 is reached.**

###

EXHIBIT D
Insurance Requirements

Partner and its Contractors are required to carry workers' compensation insurance, and general liability insurance with combined single coverage limits in an amount of not less than \$1,000,000.00 per occurrence. Within thirty (30) days of executing this Agreement, and prior to any maintenance activities in the Property, Partner shall furnish to the City the following current certificates of insurance:

A. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this Agreement.
2. Completed Operations/Products Liability for the duration of the warranty period.
3. Explosion, Collapse, and Underground (X, C, & U) coverage.
4. Independent contractors' coverage.
5. City of Austin listed as an additional insured, endorsement CG 2010.
6. 30-day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
7. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

B. All Contractors and subcontractors providing services in the Property shall carry insurance in the types and amounts indicated below for the duration of their contracts.

C. Specific Requirements for Partner Contractors and Subcontractors:

1. Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with the statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for employer's liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee. The Contractor's policy shall apply to the State of Texas and include the following endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, form WC 420304.
 - b. 30-day Notice of Cancellation, form WC 420601.
2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following coverages:
 - a. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.
 - b. Completed Operations/Products Liability for the duration of the Warranty period.
 - c. Explosion, Collapse, and Underground (X, C, & U) coverage.
 - d. Independent Contractors' coverage.
 - e. City of Austin listed as an additional insured, endorsement CG 2010.

- f. 30-day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
- g. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.