DOG'S HEAD DEVELOPMENT AGREEMENT AND CONDITIONS TO ANNEXATION

THE STATE OF TEXAS

COUNTY OF TRAVIS

This Dog's Head Annexation and Development Agreement (the "**Agreement**") is made and entered into by and among the **CITY OF AUSTIN, TEXAS,** a municipal corporation, acting by and through its duly authorized City Manager (the "**City**"); and **DOG'S HEAD LAND JV, LTD.,** a Texas limited partnership ("**Dog's Head**").

RECITALS

A. Dog's Head owns a total of approximately 2,614 acres of land, more or less, located in Travis County, Texas contained within the area described in the attached Exhibit "A" (the "**Dog's Head Property**"). The Dog's Head Property is located in the City's ETJ, but not within its corporate limits.

B. The Dog's Head Property is a former sand and gravel mining site that is currently under reclamation efforts and is a blighted and underutilized area. Dog's Head and the City anticipate that, in partnership, the Dog's Head Property can become a revitalized mixed-use district that enhances mobility, and housing, while generating substantial revenue for the City and public good and that, but for this partnership, the Dog's Head Property would not redevelop in the same manner in the reasonably foreseeable future.

C. Dog's Head and the City initiated discussions regarding the long term development of the Dog's Head Property and the City desires to: (i) establish, define, and clarify the City's jurisdictional and regulatory authority over the Dog's Head Property, (ii) consider the creation and designation by the City of a tax increment reinvestment zone in accordance with the Tax Increment Financing Act, Texas Tax Code Chapter 311, (iii) promote development and redevelopment within the Dog's Head Property, and (iv) provide for the future annexation of the Dog's Head Property.

D. Dog's Head and the City acknowledge that development within the Dog's Head Property will occur over multiple years. Due to the substantial amount of acreage and the long-term nature of anticipated development, the parties desire to establish clear development standards which provide flexibility to accommodate future development.

E. In connection with this Agreement and pursuant to the terms herein, Dog's Head voluntarily consents to annexation by the City. The Service Agreement to be entered into by and between the City and Dog's Head pursuant to Section 43.0672 of the Texas Local Government Code will, pursuant to the terms of this Agreement, provide that the failure to create a tax increment reinvestment zone in accordance with the Tax Increment Financing Act, Texas Tax Code Chapter 311, entitles Dog's Head to petition for, and, if necessary, enforce disannexation and release from the City's ETJ.

F. The City acknowledges that Dog's Head's cooperation in this endeavor enables the City to establish, define, and clarify the City's jurisdiction and regulatory authority over the Dog's Head Property and that Dog's Head would not consent to the annexation of the Dog's Head Property but for this Agreement and the creation and designation of a tax increment reinvestment zone wholly encompassing and limited to the Dog's Head Property and, as desired by Dog's Head, certain adjacent land owned by Dog's Head.

G. In connection with the foregoing, the City and Dog's Head desire to establish certain restrictions and commitments imposed and made in connection with the development of the Dog's Head Property; to provide increased certainty for the owners of the Dog's Head Property concerning certain development rights, entitlements, arrangements and commitments for a period of forty-five years; to identify land uses, development standards, and modifications to Title 25 (*Land Development*) for development within the Dog's Head Property in the form of this Agreement which is being entered into pursuant to Section 172 of Chapter 212 of the Texas Local Government Code; and any other necessary parties, and the execution of the same by all parties enumerated herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Dog's Head agree as follows:

ARTICLE 1
DEFINITIONS AND CONFLICTS

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

"Advanced Manufacturing" means the use of innovative technologies and processes to create products of all kinds and encompasses a broad range of manufacturing activities and outputs and is unified by the incorporation of automation, sensing, and other cutting-edge technologies in production.

"Affordable Units" as defined in Section 3.15.

"Affordable Unit Requirement" as defined in Section 3.15.

"Applicable Requirements" as defined in Section 3.01(a).

"ASMP" means the Austin Strategic Mobility Plan, adopted and amended from time to time.

"Brewery Use" means the use of a Site for the brewing of beer or malt liquors, whether for sale or for onsite consumption, for commercial production, or otherwise, and may include brewpubs and microbreweries.

"City" as defined in the recitals to this Agreement.

"City Code" means the City Code of Austin as of the Effective Date, together with all its related administrative rules, uncodified ordinances, and manuals.

"City Council" means City Council of the City or any successor governing body.

"Colorado River Trail" as defined in Section 4.03a..

"Colorado River Trail Area" means the area in which Dog's Head may construct and re-align, as necessary, the Colorado River Trail, as depicted on Exhibit "E".

"Consent Conditions" as defined in Section 10.03.

"County" means Travis County, Texas.

"County Participation Agreement" as defined in Section 2.01a.iii.

"Dam Facility" as defined in Section 4.03i.

"DH Tax Increment Fund Reimbursable Project Costs" means expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City or Dog's Head that are listed in the DH TIRZ project and financing plan and which may be reimbursed from the revenue in the Tax Increment Fund for project costs that benefit the DH TIRZ area, including the Dog's Head Property, under applicable laws.

"DH TIRZ" as defined in Section 2.01a.

"DH TIRZ Creation Ordinance" means the City Council ordinance for the creation and designation of the DH TIRZ, to be considered for adoption pursuant to the Tax Increment Financing Act.

"Director" means the Director of Austin Development Services, or its successor department, at the City.

"Dog's Head" as defined in the recitals to this Agreement.

"Dog's Head Development Permit Review Team" as defined in Section 8.01.

"Dog's Head Land Use Summary Table" means the table attached as Exhibit "B" which identifies and describes the permitted uses on the Dog's Head Property.

"Dog's Head Long Range Planning Team" as defined in Section 8.01.

"Dog's Head Property" as defined in the recitals to this Agreement and consists of the land described on Exhibit "A".

"Effective Date" and similar references means the date defined in Section 12.01.

"ETJ" means the City's extraterritorial jurisdiction.

"Landowner" means any successor fee owner of land within the Dog's Head Property.

"Land Development Code" means Title 25 of the City Code.

"LGC" as defined in Section 2.01b.

"Life Science Use" shall mean the use of a Site for the research, development, testing, production of products, or study of living organisms and life processes, including anatomy, biology, botany, ecology, zoology, microbiology, psychology, biochemistry, and related subjects. This use includes, and is not limited to, clean rooms, wet labs, and space used for the study of biologics, medical devices, diagnostics, pharmaceutical, contract research, and Biosafety Hazard Levels 1, 2, and, 3, light bioscience use, medium bioscience use, and core bioscience use as defined by the National Institute of Health and related subjects and ancillary uses associated therewith.

"LOMC" as defined in Section 5.01(a).

"Municipal Facilities" means without limitation, electrical substations, fire stations, police stations, emergency response facilities, and other public safety, utility, or governmental service facilities.

"MXD" means the mixed land use category for property within the Dog's Head Property which includes any combination of residential, commercial, industrial, agricultural and civic uses, as further described in Section 3.05.

"MXD Site Development Standards" means the site development standards for those portions of the Dog's Head Property designated as MXD, and which are set forth on Exhibit "C".

"Nature Trail" means an unimproved or minimally improved path which consists in whole or in part of natural soil or cleared vegetation, and which need not be compliant with the Americans with Disabilities Act.

"Notice" as defined in Section 12.11.

"Original Development" means any development or redevelopment within the Dog's Head Property that occurs during the Term of this Agreement.

"OS" and "Open Space" means the open space land use category for property within the Dog's Head Property as further described in Section 3.05.

"OS Site Development Standards" means the site development standards for those portions of the Dog's Head Property designated as OS, and which are set forth on Exhibit "C".

"**Park Rules**" means the applicable rules and regulations, including Chapter 8-1 of the City Code, relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks, and any successor to such City Code, guidelines, or rules.

"Property Owners' Association" means the property owners' association created by Dog's Head for the Dog's Head Property.

"Regional Stormwater System" means the permanent major drainage infrastructure designed and constructed to serve the Dog's Head Property.

"Regulating Plan" as defined in Section 3.06b.

"Regulatory Floodplain" as defined in Section 5.01a.

"Sales Tax Increment" means, as calculated pursuant to Section 311.0123 of the Tax Increment Financing Act, the amount of sales tax generated from municipal sales and use taxes attributable to the boundaries of the DH TIRZ, above the sales tax base, by the City. The sales tax base for purposes of calculating the Sales Tax Increment is the amount of municipal sales and use taxes attributable to the boundaries of the DH TIRZ for the year in which the zone was designated under the Tax Increment Financing Act.

"Service Agreement" as defined in Section 10.02.

"Street Impact Fees" means fees imposed on new development to fund capital improvements enacted by the City in Chapter 25-6 (*Transportation*) of the Land Development Code in accordance with Chapter 395 of the Texas Local Government Code.

"Tax Increment" means, as calculated pursuant to Section 311.012 of the Tax Increment Financing Act, the amount of property taxes levied and either assessed or collected, as elected, by the City, or other applicable taxing jurisdiction, for the year on the captured appraised value of real property taxable by the City or other applicable taxing jurisdiction and located within the boundaries of the DH TIRZ. The captured appraised value of real property taxable by the City or other applicable taxing jurisdiction for purposes of calculating the Tax Increment is the total taxable value of all real property taxable by the City or other applicable taxing jurisdiction and located within the boundaries of the DH TIRZ for that year less the tax increment base of the City or other applicable taxing jurisdiction. The tax increment base for purposes of calculating the Tax Increment is the total taxable value of all real property taxable by the City or other applicable taxing jurisdiction and located within the boundaries of the DH TIRZ for the year in which the zone was designated under the Tax Increment Financing Act.

"Tax Increment Financing Act" means the Tax Increment Financing Act, Texas Tax Code Chapter 311.

"Tax Increment Fund" means the tax increment fund for the DH TIRZ to be established by the City pursuant to the Tax Increment Financing Act.

"Term" and similar references as defined in Section 12.02.

"TURP" means a temporary use of right of way for development of property described in the Land Development Code.

"Utility Impact Fees" means fees imposed on new development to capital improvements enacted by the City in Chapter 25-9 (*Water and Wastewater*) in accordance with Chapter 395 of the Texas Local Government Code. Also referenced as "Water and Wastewater Capital Recovery Fees".

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

Section 1.03 Conflicts. In the event of conflicts between the terms of this Agreement and the exhibits, the terms of this Agreement control.

ARTICLE II
TAX INCREMENT REINVESTMENT ZONE

Section 2.01 City of Austin Tax Increment Reinvestment Zone; Local Government Corporation.

a. In July of 2026, the City will consider the creation and designation of a tax increment reinvestment zone wholly encompassing and limited to the Dog's Head Property (the "**DH TIRZ**") pursuant to the Tax Increment Financing Act, and the City agrees that the sole purpose of the DH TIRZ is to provide a financing mechanism for the construction of Municipal Facilities and public infrastructure necessary to provide adequate service to the Dog's Head Property and any and all Original Development therein and as described in the Service Agreement.

i. The ordinance creating and designating the DH TIRZ (the "**DH TIRZ Creation Ordinance**") will designate the amount of the ad valorem taxes constituting the Tax Increment and the amount of City sales tax constituting the Sales Tax Increment for payment into the DH TIRZ Tax Increment Fund.

ii. The DH TIRZ Creation Ordinance will provide that the board of directors of the DH TIRZ include, at any given time, at least half of its members as appointed from a pool of candidates to be provided by Dog's Head.

iii. Prior to the date the City Council considers the creation of the DH TIRZ, the City will pursue an agreement with the County to participate in the DH TIRZ (the "**County Participation Agreement**").

iv. The City and Dog's Head each acknowledge and understand that the Service Agreement for the Dog's Head Property will provide for the adoption and incorporation of the DH TIRZ Creation Ordinance within the Service Agreement and will be upon the terms acceptable to Dog's Head which shall provide for the financing and construction of the infrastructure necessary for the entirety of the Original Development of the Dog's Head Property, and that, in the event that the DH TIRZ Creation Ordinance is not adopted on terms acceptable to Dog's Head and incorporated into and as a component of the Service Agreement, Dog's Head may petition for, and, if necessary, enforce disannexation under the terms of the Service Agreement, the City acknowledging that but for the creation of DH TIRZ to facilitate the reimbursement of the costs to bring Municipal Facilities and public infrastructure to provide adequate service for Dog's Head and the incorporation thereof into the Service Agreement, Dog's Head would not seek or consent to annexation.

b. The City will pursue the creation of a local government corporation ("**LGC**") pursuant to Chapter 431, Subchapter D of the Texas Transportation Code to manage the DH TIRZ and to implement the DH TIRZ project and financing plan.

i. The City agrees that the articles of incorporation and bylaws of any LGC created to manage the DH TIRZ and to implement the DH TIRZ project and financing plan will provide that the board of directors of the LGC include, at any given time, at least three members appointed from a pool of candidates to be provided by Dog's Head, with total board membership not to exceed six members.

ii. The members of the board of directors of the LGC may simultaneously serve as members of the board of directors of the DH TIRZ.

c. **Future Reimbursement of Infrastructure Costs.** If Dog's Head constructs infrastructure that is eligible to be included in the future DH TIRZ project and financing plan, the costs associated with the construction will be considered as DH Tax Increment Fund Reimbursable Project Costs.

Section 2.02 Other Financing Tools. Nothing in this Agreement limits the City's authority or requires the City to employ other tools or forms of public financing not yet contemplated by the Agreement to reimburse the DH Tax Increment Fund Reimbursable Project Costs built by the Dog's Head.

ARTICLE III
LAND DEVELOPMENT STANDARDS

Section 3.01 Controlling Ordinances, Manuals, and Rules.

a. **Applicable Requirements.** Except as specifically modified by this Agreement, Original Development within Dog's Head Property is subject to all City Code, uncodified ordinances, manuals, and administrative rules in effect as of the Effective Date of this Agreement (the "**Applicable Requirements**").

b. **Conflicts.** In the event of any conflict between the terms or provisions of this Agreement and its Exhibits with the Applicable Requirements, this Agreement will control.

c. **Vested Rights.**

i. This Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code and is the first in the series of permits required for the development.

ii. Nothing in this Agreement waives or modifies the exemptions to vesting described in Section 245.004 of the Texas Local Government Code.

Section 3.02 Reserved.

Section 3.03 Authorization to Grant Variances.

a. Except for Chapter 25-2 (*Zoning*) or as otherwise provided by this Agreement, the Director, or his or her successor, is authorized to grant variances from any Land Development Code requirement.

b. The Director may only grant a variance if the requested variance meets applicable criteria, if any, as may be established in the Land Development Code or in this Agreement.

c. Dog's Head or Landowner may appeal the Director's denial of a variance to the City Manager or City Council as provided for in the Land Development Code.

d. Any appeal to City Council shall follow applicable public hearing procedures established in the Land Development Code.

Section 3.04 Continuation of Activities and Land Use.

a. The activities described in this section currently occur within the Dog's Head Property and are allowed to continue to occur upon annexation of the Dog's Head Property into the City, and each may be relocated within the Dog's Head Property:

i. Concrete crushing operations;

ii. Livestock and agricultural activities;

iii. Autonomous vehicle and boat testing;

iv. Batch plant operations;

v. Hunting and fishing;

vi. Mining and reclamation activities;

vii. Brush and tree burning;

viii. Firearm activities; and

ix. Equipment storage and laydown yards.

b. Medical cannabis production may continue provided that land utilized for medical cannabis production does not exceed 20 acres. Medical cannabis production may be relocated within the Dog's Head Property.

c. Sales of fireworks may continue and may be relocated within the Dog's Head Property.

Section 3.05 Land Uses.

a. The permitted uses within the Dog's Head Property will be classified as either mixed use development ("**MXD**") or Open Space ("**OS**").

b. Unless prohibited by the Federal Aviation Administration, all uses described on the Dog's Head Land Use Summary Table attached as Exhibit "B" are permitted within the Dog's Head Property, and in accordance with the MXD Site Development Standards or OS Site Development Standards, each attached as Exhibit "C", as applicable.

c. New Uses.

i. If City Council creates a new land use after the Effective Date of this Agreement, it is a permitted use in the MXD district except that if City Council only permits the new land use in Major Industry or Research and Development Districts, the use will be subject to the spacing requirements in Section 3.14 of this Agreement.

ii. Nothing in this Agreement authorizes land uses that are prohibited by federal or state law at the time the use is proposed or operated. If applicable federal or state law is amended, enacted, or otherwise changed, then that use may be established under this Agreement, provided that such use complies with all applicable federal and state laws, regulations, licensing requirements, and approvals in effect at the time the use is proposed or commenced.

Section 3.06 Application for Future Regulating Plan.

a. Upon annexation, the Property will be assigned interim zoning as set out in City Code Section 25-2-222 (*Designation of Annexed Land*).

b. As part of the annexation ordinance, the City will initiate a regulating plan that will establish land development standards for the Dog's Head Property (the "**Regulating Plan**") consistent with this Agreement to facilitate the development of the Dog's Head Property.

c. Once adopted, the Regulating Plan will be the zoning for the Dog's Head Property.

d. In the event of any conflict between this Agreement and the terms and provisions contained in (i) the interim zoning classification or (ii) the future Regulating Plan, the terms of this Agreement control, including as to all development within the Dog's Head Property before and after annexation.

e. Dog's Head is responsible for any fees associated with processing the Regulating Plan, not to exceed $17,750.00.

Section 3.07 Site Development Standards.

a. Land within the Dog's Head Property must comply with site development standards set forth in Exhibit "C" and the requirements in Section 3.14 (*Separation Requirements*).

b. Impervious Cover.

i. Except as provided for OS, there are no impervious cover limits within the Dog's Head Property;

ii. The maximum amount of impervious cover for each portion of the site that is designated OS may not exceed 20 percent; and

iii. City Code Sections 25-8-64 (*Impervious Cover Assumptions*), 25-8-65 (*Commercial Impervious Cover Assumptions*), 25-8-392 (*Upland Zones*) do not apply within the Dog's Head Property.

Section 3.08 Compatibility. Development of the Dog's Head Property is not required to comply with Chapter 25-2, Subchapter C, Article 10 (*Compatibility Standards*) of the Land Development Code.

Section 3.09 Height. Except for height restrictions required by the Federal Aviation Administration, development of the Dog's Head Property is not subject to any height restrictions.

Section 3.10 Commercial Design Standards. Development of the Dog's Head Property is not subject to City commercial design standards. Dog's Head may establish commercial design standards with Landowners by separate agreement.

Section 3.11 Site.

a. A Site and site plan may cross a public street or right-of-way.

b. A Site can have multiple or overlapping site plans in review at the same time.

c. City Code Section 25-5-44 (*Previously Approved Site Plan*) does not apply to development within the Dog's Head Property.

d. City Code Section 25-5-4 (*Notice of Application*) does not apply to Original Development within the Dog's Head Property.

Section 3.12 Platting Adjacent Property.

a. Subsection (B) of City Code 25-4-34 (*Original Tract Requirement*) is waived for development within the Dog's Head Property when the following criteria are met:

i. subdividing only a portion of the original tract will not substantially impair the orderly planning of roads, utilities, drainage and other public facilities; and

ii. the portion of the original tract contiguous to the area to be subdivided has direct access to a public street, or the applicant has provided access to a public street by dedicating right-of-way at least 50 feet wide.

b. Access to a public road through a private road with a public access easement will be considered direct access for purposes of demonstrating compliance with Subsection (C) of City Code Section 25-4-34 (*Original Tract Requirement*) and Texas Local Government Code Section 212.004.

Section 3.13 Integrated Pest Management Plan. Development within the Dog's Head Property is not required to provide an Integrated Pest Management Plan.

Section 3.14 Separation Requirements.

a. The following uses are subject to this Section:

i. an Advanced Manufacturing use; or

ii. an industrial use described in City Code Section 25-2-5 (*Industrial Uses Described*), except for custom manufacturing use.

b. In this Section, residential use does not include a residential use that was existing as of the Effective Date of this Agreement.

c. Separation Requirements.

i. Basic Industry use may not be located within 500 feet of residential use.

ii. All other uses described in Subsection 3.14a. may not be located within 100 feet of residential use.

iii. Distance is measured from the structure that contains the use described in Subsection 3.14a.

iv. Except for Subsection 3.14d., the separation requirement may include roadway and sidewalk.

v. Outdoor chemical storage at a property that includes a use described in Subsection 3.14a. must be spaced the same distances from residential as the use.

d. 25 feet of the required separation must be located on the property where the use will be included and must comply with the requirements in Subsections (C) and (D) of City Code Section 25-8-700 (*Minimum Requirements for Compatibility Buffers*).

e. A Site Plan cannot be approved unless the separation distance requirements of this section are satisfied.

Section 3.15 Affordable Housing Requirements.

a. The City and Dog's Head intend that of the residential units to be developed within the Dog's Head Property, income-restricted residential units ("**Affordable Units**") will account for 20 percent of the total (the "**Affordable Unit Objective**") for a period of forty years.

i. One-half of the Affordable Unit Objective shall be the responsibility of Dog's Head as it shall designate and maintain not less than 10 percent of the total residential units it develops within the Dog's Head Property as Affordable Units, to be provided in accordance with affordability standards, income eligibility requirements, and compliance periods mutually agreed upon by the City and Dog's Head

ii. The remaining one-half of the Affordable Unit Objective will be a joint effort between the City and Dog's Head as they evaluate, identify, and pursue mechanisms, incentives, partnerships, financing tools, regulatory accommodations, or other strategies that may enable the development and long-term preservation of Affordable Units to make up the balance of the Affordable Unit Objective. Such collaboration may include consideration of public-private partnerships, grants, or other mutually acceptable measures intended to support affordability objectives.

b. The location of all income-restricted residential units developed within the Dog's Head Property is to be determined by Dog's Head, at Dog's Head's sole determination. However, Dog's Head will disperse Affordable Units throughout all of the areas developed for residential uses within Dog's Head Property.

c. The Parties agree that matters such as unit-mix, affordability criteria, reporting requirements, and the like will be addressed in the DH TIRZ project and financing plan.

ARTICLE IV
PARKLAND

Section 4.01 Parkland Dedication. Chapter 25-1, Article 14 (*Parkland Dedication*) does not apply to development within the Dog's Head Property. In lieu of parkland dedication, Original Development within Dog's Head Property will provide recreational amenities in accordance with this Article.

Section 4.02 Reserved.

Section 4.03 Colorado River Trail.

a. **Conveyance of Trail Easement.**

i. Dog's Head or any applicable Landowner shall convey easement estates to provide a trail adjacent to the Colorado River to be open to the public (the "**Colorado River Trail**") within the portions of the Dog's Head Property generally depicted on Exhibit "E" (the "**Colorado River Trail Area**"), each on terms to be consistent with this Section and mutually agreed to by each of Dog's Head and the City.

ii. The minimum width required for a trail easement is 20 feet.

iii. The easement documents may include reservations of rights that do not materially conflict with the terms of this Agreement or with the general purpose of the easement estates.

iv. Each of Dog's Head and the City agree that Subsections 4.03d., 4.03e., 4.03g., and 4.03h. will be reflected in each trail easement document required by this Agreement.

v. The form of the easement document must be approved by the Austin City Attorney.

b. **Initial Conveyance; Interim Nature Trail.** Dog's Head will convey an initial portion consisting of two miles of the Colorado River Trail, as generally depicted on Exhibit "E", within eighteen months after the adoption of the final DH TIRZ project and financing plan. Dog's Head agrees to construct an interim Nature Trail on the initial portion conveyed pursuant to this Subsection so that it will be open to the public beginning no later than six months after conveyance. The parties acknowledge that Dog's Head or the Property Owners' Association will upgrade and may realign the Nature Trail consistent with this Article.

c. **Timing of Subsequent Trail Conveyances.**

i. The remaining easement portions of the Colorado River Trail must be conveyed within 15 years after the date the City Council approves the final DH TIRZ project and financing plan unless a portion of the Colorado River Trail that has not been conveyed is undergoing reclamation efforts.

ii. If conveyance of any remaining easement portion is delayed beyond 15 years of the date of the City Council's approval of the final DH TIRZ project and financing plan due to ongoing reclamation efforts, the affected portion of the Colorado River Trail must be conveyed upon completion of such reclamation efforts.

iii. This provision survives Termination that occurs because this Agreement expires.

d. **Improvements Allowed within Colorado River Trail.** Dog's Head or the Property Owners' Association may install hike and bike trail improvements and all ancillary improvements on the Colorado River Trail that do not materially interfere with the use or safety of the hike and bike trail. Additionally, Dog's Head and any subsequent Landowners may install utilities, pedestrian, and/or vehicular crossings within and across the Colorado River Trail.

e. **Public Access Point to the Colorado River Waterfront.** Dog's Head or the Property Owners' Association may and intends to construct public access points from the Colorado River Trail directly to the Colorado River. Construction of a boat ramp or other improvements designed to facilitate motorized watercraft is and shall be prohibited. Access for non-motorized, hand-launched watercraft, including kayaks, canoes, and stand-up paddleboards is permitted.

f. **Public Access to the Colorado Trail.** Except as provided by this Section, the Colorado River Trail will be open to the public in accordance with rules to be promulgated by Dog's Head or the Property Owners' Association, and Dog's Head agrees that such rules will be substantially similar to, but need not be identical to, the Park Rules. Dog's Head and any subsequent Landowners are allowed to close portions of the Colorado River Trail necessary to accommodate development and/or relocation of the Colorado River Trail within the Dog's Head Property.

g. **Relocation of Public Access Points and Re-alignment of Colorado River Trail.** The City and Dog's Head acknowledge that the various public access points to and from the Colorado River and the general alignment of the Colorado River Trail may need to be re-aligned and relocated from time to time in connection with Original Development of the Dog's Head Property. Before any relocation of public access points or trail realignment efforts occur, Dog's Head or the Property Owners' Association will coordinate with the City to communicate to the public regarding the nature of the relocation or realignment efforts if the access point area or portion of the Colorado River Trail being realigned has been opened to the public. Any re-alignment of the Colorado River Trail is allowed within the Colorado River Trail Area.

h. **Trail Maintenance.** The Colorado River Trail and any improvements thereon shall be maintained by the Property Owners' Association for the Dog's Head Property upon the Property Owners' Association's creation and pursuant to a separate agreement by and between Dog's Head and the Property Owners' Association. Prior to the creation of the Property Owners' Association, Dog's Head shall perform all obligations of the Property Owners' Association under this Agreement, including maintenance pursuant to this Section.

i. **Dam Facility.** The parties acknowledge the presence of an existing City-owned dam and related infrastructure (the "**Dam Facility**") in the vicinity of the Colorado River Trail and Dog's Head Property.

i. The Colorado River Trail must be designed and aligned to maintain an appropriate setback from the Dam Facility, as reasonably determined by the City in accordance with applicable safety standards.

ii. Public access to the Dam Facility and surrounding hazardous areas, as designated by the City, is prohibited, including, without limitation, swimming, wading, boating, fishing, walking along, climbing on, or otherwise accessing the Dam Facility or related structures.

iii. The parties acknowledge that fencing, barriers, signage, or other safety measures may be required to restrict access to the Dam Facility, and responsibility for the design, installation, and maintenance of such measures shall be determined by the City in accordance with applicable law and regulations.

iv. No portion of the Colorado River Trail shall be opened to the public within any area designated by the City as posing a safety risk related to the Dam Facility unless appropriate safety measures approved by the City are in place.

Section 4.04 Other General Open Space.

a. **Conveyance of Open Space Easements.**

i. Dog's Head or any applicable Landowner shall convey easement Open Space easement estates to be open to the public subject to the relocation rights provided pursuant to Section 4.04g., each on terms to be consistent with this Section and mutually agreed to by the City and Dog's Head or applicable Landowner.

ii. The easement documents may include reservations of rights that do not materially conflict with the terms of this Agreement or with the general purpose of the easement estates.

iii. The Parties agree that Subsections 4.04c., 4.04f., 4.04g, 4.04h., and 4.04i. will be reflected in each Open Space easement document required by this Agreement.

iv. The form of the easement document must be approved by the Austin City Attorney.

b. **Timing of Conveyance of Open Space.** Conveyance of the Open Space easements are to occur in no more than three phases:

i. Phase 1. 90 acres must be conveyed within 15 years after the date the City Council approves the final DH TIRZ project and financing plan;

ii. Phase 2. An additional 90 acres must be conveyed within 30 years after the date the City Council approves the final DH TIRZ project and financing plan; and

iii. Phase 3. The remaining acreage must be conveyed within 45 years of the Effective Date.

c. **Improvements Allowed within Open Space.**

i. Dog's Head, any applicable subsequent Landowners, or the Property Owners' Association may install park and other recreational improvements, all ancillary improvements, and all improvements associated with the permitted activities listed under Section 4.04(i), provided that any such improvements do not materially interfere with the use and safety of the space as Open Space.

ii. Additionally, Dog's Head and any subsequent Landowners may install amenities, utilities, pedestrian and/or vehicular crossings within the Open Space. Any utilities, pedestrian and/or vehicular crossings must comply with Applicable Requirements.

d. **Public Access to Open Space.** Except as provided by this Section, the Open Space will be open to the public in accordance with rules to be promulgated by Dog's Head or the Property Owners' Association, and Dog's Head agrees that such rules will be substantially similar to, but need not be identical to, the Park Rules. Dog's Head and any subsequent Landowners are allowed to close portions of the Open Space necessary to accommodate Original Development within the Dog's Head Property.

e. **Open Space Programming.** Dog's Head or the Property Owners' Association may program activities within the Open Space that are consistent with the purposes of the Open Space. Dog's Head or the Property Owners' Association will also coordinate with the City regarding additional programming opportunities proposed and conducted by or on behalf of the City.

f. **Maintenance of Open Space.** The Open Space and any improvements thereon shall be maintained by the Property Owners' Association for the Dog's Head Property upon the Property Owners' Association's creation and pursuant to a separate agreement by and between Dog's Head and the Property Owners' Association. Prior to the creation of the Property Owners' Association, Dog's Head shall perform all obligations of the Property Owners' Association under this Agreement, including maintenance pursuant to this Section.

g. **Modification of Location of Open Space.** The City acknowledges and agrees that the location of Open Space will change over time as development of the Dog's Head Property

occurs, both to accommodate any Original Development and to create Open Space areas throughout the Dog's Head Property in connection with Original Development.

i. The location of Open Space may be modified provided that the amount of acreage of Open Space remains at least 266 acres of land in the aggregate.

ii. If Dog's Head or a Landowner elect to modify any location of Open Space, Dog's Head or the Landowner may request an easement vacation through the Dog's Head Long Range Planning Team to effectuate any new Open Space configuration.

iii. Before modifying the location of any Open Space, Dog's Head or the Property Owners' Association will coordinate with the City to communicate to the public regarding the nature of the modification.

iv. This Section shall survive the termination of this Agreement only if this Agreement is terminated by the expiration of its Term.

h. **Prohibited Uses.** Any activity on or use of the Open Space inconsistent with the purposes of this Article is prohibited. At a minimum, the following activities and uses are expressly prohibited within the Open Space:

i. Biocides. There shall be no use of pesticides or biocides, including, but not limited to insecticides, fungicides, rodenticides, and herbicides unless used by Austin Parks and Recreation at City-owned or operated parkland.

ii. Dumping. There shall be no storage or dumping of ashes, trash, garbage, or hazardous materials, except for waste attributable to normal park usage.

iii. Storage Tanks. There shall be no placement or use of any underground storage tanks for petroleum products within the Open Space, unless approved in advance by the City.

i. **Permitted Activities.** In addition to the permitted uses described in Exhibit "C", the following activities are permitted within the Open Space:

i. Water Quality and Detention Controls. Water quality and detention controls are allowed in the Open Space, provided such improvements are designed, constructed, and maintained as aesthetic amenities and in accordance with this Agreement.

ii. Nature Trails. Dog's Head may construct nature trails, including paved and unpaved surfaces, and related improvements within the Open Space.

iii. Other Utilities and Improvements. Dog's Head (or any applicable utility company, subject to easements or use agreements) may place landscaping, utilities, road crossings and drainage discharge points within the Open Space to serve the Dog's Head Property.

iv. Recreational Amenities. Dog's Head may construct pedestrian trails/path/bridges, sports fields and courts, community swimming pools and related facilities, fitness facilities, playgrounds, golf courses, concession stands and food truck locations, docks and marinas, amenity centers, and other recreational amenities within the Open Space.

v. Signage. Dog's Head may install and maintain project identity signage within the Open Space, subject to any conditions or limitations provided in the Regulating Plan.

vi. Colorado River Drainage Outfall Structures and Stilling Basins. Dog's Head may construct stormwater drainage outfall structures, stilling basins, and appurtenances, including paved and unpaved surfaces, and any related improvements within the Open Space subject to the terms of this Agreement.

ARTICLE V
DRAINAGE AND ENVIRONMENTAL PROTECTION

Section 5.01 Applicable Drainage Regulations.

a. The FEMA effective floodplains will dictate what constitutes the regulatory floodplain on the Dog's Head Property (the "Regulatory Floodplain"). No Letters of Map Change ("LOMC") or submittals to FEMA will be required for any proposed Original Development unless and until the Regional Stormwater System is fully operating with permanent channels, at which point the Regional Stormwater System may be added to the Regulatory Floodplain.

b. Floodplain modifications are allowed. Modifications are not required to meet the criteria listed in Section 1.7.0 of the Environmental Criteria Manual.

c. If the design rainfall data is updated at the time a development application is reviewed, then for the purposes of a drainage analysis, the drainage system is not required to satisfy the minimum clear width requirements for the 25-year event in Table 3-1 of the Drainage Criteria Manual, as defined in Section 5.0 of the Drainage Criteria Manual and is not be required to match pre-development conditions peak flow rates for any current rainfall criteria if:

    i. the current rainfall criteria at the time of application is being reviewed is used to design the storm drain system (including gutters, inlets, pipes, spread requirements);

    ii. the 100-year runoff generated from the current site using the current rainfall criteria at the time the development is reviewed can demonstrate adequate downstream conveyance to any interim stormwater system, the Regional Stormwater System, or other outfall location into the river storm drain conduits (including pipes, boxes, or tunnels) retention ponds, stilling basins, channels, and streets; and

    iii. the 100-year runoff generated from the current site using the current rainfall criteria at the time the application is reviewed for the entire drainage area to the Regional Stormwater System does not result in peak flows overtopping the dam/embankment outside of a controlled weir/overflow/drop structure.

d. For each site, finished floor elevations for structures will be 3 feet above the highest Regulatory Floodplain on a site being developed.

Section 5.02 Regional Stormwater System.

a. Dog's Head intends to construct a centralized water quality pond at the downstream point of the Regional Stormwater System for water quality treatment within the Dog's Head Property. If constructed, the centralized water quality pond will provide water quality treatment for a significant portion of the future Development. If the Regional Stormwater System has the capacity, it can satisfy any water quality and conveyance requirements for Development within the Dog's Head Property that connects into the Regional Stormwater System.

b. Except as provided in Section 5.05 of this Agreement, Development within the Dog's Head Property may demonstrate compliance with City Code Sections 25-7-61 (*Criteria for Approval of Development Applications*) and 25-7-151 (*Stormwater Conveyance and Drainage Facilities*) by connecting to the Regional Stormwater System.

Section 5.03 Design and Construction Standards for Stormwater Controls in Regional Stormwater System.

a. **General Modifications.**

i. Subsections (A)(3), (A)(5)(b), (A)(5)(c), (A)(5)(d), (A)(5)(e), and (B) of City Code Section 25-7-61 (*Criteria for Approval of Development Applications*); Subsections (E) and (F) of City Code Section 25-7-151 (*Stormwater Conveyance and Drainage Facilities*); and Section 25-8-263 (*Floodplain Modification*) do not apply for stormwater controls.

ii. If protective works are provided and comply with the Drainage Criteria Manual, outfalls can be constructed in the Erosion Hazard Zone.

iii. Conveyance and treatment of both private and public stormwater is permitted within the Regional Stormwater System. All stormwater control measures must be designed and constructed to comply with commercial maintenance standards described in the Drainage Criteria Manual and Environmental Criteria Manual and will be privately maintained.

iv. Before a Development can participate in the Regional Stormwater System, Dog's Head or the Landowner must dedicate a drainage easement for the Regional Stormwater System on a form approved by the Austin City Attorney.

v. The use of a two-dimensional hydraulic model is permitted without the need for a waiver.

b. **Existing Mining Ponds.** Existing mining ponds in the Regional Stormwater System are green stormwater infrastructure if the ponds comply with this subsection.

i. Liners are not required.

ii. The mining pond interfaces with the existing sand alluvium layer of the Colorado River by a minimum of 24 inches from the bottom of the pond to the bottom of the sand layer, includes forebay(s) for maintenance, and demonstrates the same treatment level of a partial sedimentation/filtration system under Section 1.6.5 of the Environmental Criteria Manual.

iii. The City will coordinate with Dog's Head to create technical drawings that will be used to demonstrate how an alternative method of compliance with Section 1.6.5 of the Environmental Criteria Manual can be achieved. These technical drawings will be included in the future Regulating Plan.

Section 5.04 Design and Construction Standards for Channels in Regional Stormwater System.

a. **Creek Restoration for Drainage Channels.** A channel that serves a minimum drainage area of 1280 acres must be restored and maintained in a natural state except as described in Section 5.04b. At a minimum, restoration to a natural state includes one or more of the following techniques:

i. 609.S seeding and planting,

ii. grade control structures which may include drop structures, check dams, cobble riffles, or seepage berms;

iii. riprap, natural stone retaining walls and other bank stabilization methods; or

iv. other similar natural channel design techniques to ensure channel stability and reduce erosive conveyance.

b. **Allowed Development in Channel.** The following development will be allowed within the channel and will be exempt from the restoration and natural state maintenance requirements in Section 5.04(a):

i. areas designated for active recreation, including trails, playgrounds, benches, signage, and other similar open space development;

ii. structures associated with natural channel design or erosion protection and necessary maintenance access;

iii. a fence which does not obstruct flows;

iv. in-channel stormwater control measures; and

v. road, driveways or utility crossings.

c. No buildings or parking lots shall be allowed within the channel area.

Section 5.05. Interim Drainage and Water Quality Compliance. If a portion of the Dog's Head Property develops before the Regional Stormwater System or is otherwise available to accept off-site flows, interim drainage and water quality facilities may be used to demonstrate compliance with applicable conveyance and water quality requirements.

a. **Dedication of Easements.**

i. A drainage easement is not required for the stormwater flow of the limits of the 100-year floodplain located on the site being developed.

ii. A drainage easement is required for conveyance of off-site flow of stormwater on a form approved by the Austin City Attorney.

b. Once the permanent Regional Stormwater System is constructed and the City approves the concurrence letter, then a Landowner can request an easement release for existing interim off-site drainage facilities through the Dog's Head Long Range Planning Team. A drainage easement will be released when the Landowner demonstrates that the site is no longer conveying stormwater to other lots and the stormwater is being conveying to the Regional Stormwater System.

c. Dog's Head or a Landowner can submit a development application to revise their existing subdivision construction plan or site plan to reflect the new conveyance of stormwater and that water quality is being treated by the Regional Stormwater System.

Section 5.06 Certain Uses or Activities Prohibited from Using Existing Mining Ponds for Water Quality Treatment.

a. The following uses and activities are prohibited from using existing mining ponds as stormwater quality treatment facilities:

i. commercial nurseries;

ii. auto salvage facilities;

iii. vehicle fueling and maintenance areas;

iv. vehicle and equipment washing;

v. steam or dry-cleaning facilities;

vi. food production and food distribution loading dock;

vii. trash compactor areas; and

viii. hazardous materials generators if containers are exposed to rainfall.

b. A use or activity described in this Section is required to have water quality facilities separate from the Regional Stormwater System. All other uses and activities within the site are not affected by the use or activity may connect to the Regional Stormwater System.

Section 5.07 Critical Water Quality Zones. The Dog's Head Property does not include Critical Water Quality Zones, except as provided in this Section.

a. A Critical Water Quality Zone of 200 feet is established along and parallel to the shoreline of the Colorado River downstream of Lady Bird Lake. This measurement shall be taken from the ordinary high-water mark, as defined in Title 33 of the Code of Federal Regulations, Section 328.3.

b. If additional land within the Carson Creek Watershed is added to this Agreement pursuant to Section 12.05, Critical Water Quality Zones will apply to such additional land within the Carson Creek Watershed unless the parties agree in an amendment to this Agreement to exempt or modify Critical Water Quality Zones for the additional land.

Section 5.08 Development within the Critical Water Quality Zone along Colorado River. Development is prohibited in the critical water quality zone along the Colorado River except as provided in this Section.

Development allowed in the critical water quality zone under this Division shall be revegetated and restored within the limits of construction as prescribed by the Environmental Criteria Manual.

a. **Trails.** A hard surfaced trail can be located within the critical water quality zone only if the trail is:

i. a maximum of 12 feet wide, plus one-foot compacted sub-grade shoulders;

ii. located not less than 100 feet from the ordinary high water mark of the Colorado River as defined in Title 33 of the Code of Federal Regulations, Section 328.3; and

iii. located outside of the erosion hazard zone, unless protective works are provided in accordance with the Drainage Criteria Manual.

b. **Street or Rail Crossings.** The critical water quality zone can be crossed by a Level 3, 4, or 5 street or rail line identified in the ASMP.

c. **Parallel Utility Lines.** Parallel utility lines can be constructed if the utility line is:

i. located not less than 100 feet from the ordinary high-water mark of the Colorado River as defined in Title 33 of the Code of Federal Regulations, Section 328.3;

ii. designed in accordance with the Environmental Criteria Manual;

iii. located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual; and

iv. the project includes either riparian restoration of an area within the critical water quality zone equal in size to the area of disturbance in accordance with the Environmental Criteria Manual, or payment into the Riparian Zone Mitigation Fund of a non-refundable amount established by separate ordinance.

d. **Perpendicular Utility Lines.** A perpendicular line can be constructed if the utility line:

i. follows the most direct path into or across the critical water quality zone to minimize disturbance, unless boring or tunneling is the proposed method of installation for the entire crossing and all bore pits are located outside of the critical water quality zone; and

ii. the depth of the utility line and location of associated access shafts are not located within an erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.

e. **Green Water Quality Facilities.** A green stormwater quality facility can be constructed if:

i. located not less than 100 feet from the ordinary high-water mark of the Colorado River as defined in Title 33 of the Code of Federal Regulations, Section 328.3; and

ii. located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.

iii. the outfall to be constructed as a component of the Regional Stormwater System is exempt from the requirements of this Section**.**

f. **Fencing.** Fences can be constructed as long as flood flows are not obstructed in accordance with Chapter 25-7 (*Drainage*) and the Drainage Criteria Manual, as amended by this Agreement.

g. **Playgrounds.** A playground can be constructed if:

i. the playground is located not less than 100 feet from the ordinary high-water mark of the Colorado River downstream as defined in Title 33 of the Code of Federal Regulations, Section 328.3; and

ii. proposed impervious cover for the playground is equal to or less than five percent of the total gross area of the Critical Water Quality Zone.

h. **Golf Courses.** Any portions of the golf courses that are actively managed or significantly mowed, irrigated, compacted, or fertilized cannot be located within the Critical Water Quality Zone. However, portions of a golf course can be in the Critical Water Quality Zone if the area is left in a natural state or is used as a golf cart path. A golf cart path shall be reviewed as hard-surfaced trail except motorized use is allowed.

i. **Boats and Marinas.** To the extent permitted by federal and state law and by other applicable regulating jurisdictions, boats and marinas may be located within the Critical Water Quality Zone.

j. **Prohibitions.** Construction of sports fields and courts, community swimming pools and related facilities, fitness facilities, and amenity centers are prohibited.

Section 5.09 Critical Environmental Features. Any lakes, wetlands, channels, waterways, or similar geographic features or improvements created from mining or reclamation activities within the Dog's Head Property are not classified as Critical Environmental Features and are not considered part of any existing Critical Environmental Features. The City acknowledges that the Critical Environmental Features identified in SP-03-0273D and SP-06-0607D were created as result of previous mining activities and, as a result, are not classified as a Critical Environmental Features under this Agreement for future permitting approvals.

Section 5.10 Protective Works. If necessary to stabilize an eroding Colorado River bank within the Dog's Head Property, slope stabilization efforts and related improvements can be constructed. Any necessary stabilization efforts may include cut and fill that exceeds Section 25-8-341 (*Cut Requirements*) and Section 25-8-342 (*Fill Requirements*) of the Land Development Code.

Section 5.11 Construction on Slopes. Driveways, buildings, parking lots and private roadways may be constructed on any slopes created by mining or reclamation operations if any required structural stabilizations or re-grading acceptable to the Director are contained within the property on which such improvements are constructed.

Section 5.12 Cut and Fill. Except within a Critical Water Quality Zone, Original Development of the Dog's Head Property is not required to comply with Sections 25-8-341 (*Cut Requirements*) and 25-8-342 (*Fill Requirements*) of the Land Development Code.

Section 5.13 Regional Stormwater System Outfalls and Bank Stabilization. City Code Sections 25-8-341 (*Cut Requirements*) and 25-8-342 (*Fill Requirements*) and Section 1.7 (*Floodplain Modification Criteria*) of the Environmental Criteria Manual do not apply to the construction of Regional Stormwater System outfalls and any necessary bank stabilization projects required to construct those outfalls.

ARTICLE VI
ROADWAYS, DRIVEWAYS AND SIDEWALKS

Section 6.01 Applicability of TURP Fees. The City agrees that, for a period of 20 years from the Effective Date, TURP fees do not apply to any Original Development within the Dog's Head Property.

Section 6.02 Transportation Analysis.

a. **Neighborhood Traffic Analysis.** A neighborhood traffic analysis is not required for any Original Development within Dog's Head Property.

b. **Traffic Impact Analysis:**

i. A traffic impact analysis is not required for Original Development except as provided by Section 6.02b.ii.

ii. If a proposed use will be adjacent to a public roadway and will generate 2,000 or more vehicle trips per day, the Director may require a limited traffic impact analysis to determine whether existing roadways within the Dog's Head Property need to be modified to include additional traffic signals or turn lanes. Nothing in this Agreement requires Dog's Head to modify any roadway outside of the Dog's Head Property in connection with a limited traffic impact analysis performed pursuant to this Section.

Section 6.03 ASMP. If the Dog's Head Property is annexed, the City agrees to schedule an item for City Council to consider revisions to the ASMP to accommodate regional mobility improvements for the Original Development of the Dog's Head Property.

Section 6.04 Roadways. The following applies to roadways platted or constructed on the Dog's Head Property:

a. Upon approval from the provider of fire protection and emergency medical services stating no objection to the contrary for proposed roadway facilities, the Director may grant variances to private streets provisions in City Code Section 25-4-171(A) (*Access to Lots*), prohibitions on block lengths exceeding the limitations in City Code Sections 25-4-152 (*Dead-End Streets*) and 25-4-153 (*Block Length*), taking into consideration topography, traffic circulation and access to pedestrian and transit facilities;

b. The Director may approve alternate street standards under City Code Section 25-6-171 (*Standards for Design and Construction*) except that any public streets are prohibited from being gated; and

c. For right-of-way located within the Dog's Head Property, the parties agree that the appraised value of right-of-way proposed to be vacated may be offset by the value of right-of-way that is dedicated to the City by a property owner.

Section 6.05 Driveway Spacing for Residential Lots.

a. Dog's Head acknowledges that certain driveways and curb cuts to public rights-of-way maintained by the State of Texas may be subject to driveway and access standards established

by the Texas Department of Transportation. This Agreement does not attempt or actually modify those requirements.

b. Residential Lots Along Level 2 (Collector) Streets or Lower. Provided that the driveway and curb cuts do not create traffic or safety hazards or operational challenges, driveways and curb cuts are permitted from every residential lot that does not have a multifamily use if:

i. the lot has a minimum frontage of 40 feet and there is a minimum of 20 feet spacing for trash pick-up drop-off or on-street parking; or

ii. the driveway access is from the alley.

c. Residential Lots Along Level 3 (Arterial) Streets or Higher. Driveway and curb cuts are required to follow the Transportation Criteria Manual.

Section 6.06 Sidewalks. Sidewalks are required unless Dog's Head or the Landowner proposes alternative methods of pedestrian access acceptable to the Director. Dog's Head or Landowner assumes all maintenance responsibilities for the alternative pedestrian access. Any alternative method of pedestrian access must comply with the Americans with Disabilities Act and the corresponding laws of the State of Texas.

Section 6.07 Conceptual Major Street Circulation Alignment. For the area within the Dog's Head Property, Dog's Head and the City agree to implement the street alignments and cross-sections depicted on Exhibit "D". Dog's Head acknowledges that certain street alignments may require regulatory authority from other jurisdictions,

Section 6.08 Street Impact Fees.

a. After the Dog's Head Property is annexed, the City agrees to initiate the necessary processes and schedule an item for City Council's consideration of an amendment to the City's Roadway Capacity Plan to incorporate the Dog's Head Property as a new service area for roadway facilities.

b. After the new service area is incorporated, Dog's Head or any applicable Landowners are responsible for the payment of all Street Impact Fees required by applicable law at the time of Original Development approval. All such fees are to be lawfully credited or offset pursuant a separate written agreement by and between the City and Dog's Head, as applicable, and otherwise applied to the new service area to be substantially coextensive with the Dog's Head Property.

c. The City agrees that the new service area cannot be expanded beyond the Dog's Head Property without Dog's Head's agreement.

ARTICLE VII
UTILITY INFRASTRUCTURE AND MUNICIPAL FACILITIES

Section 7.01 Water and Wastewater Service. The City agrees to provide water and wastewater service to the Dog's Head Property in accordance with its service extension, capacity, and rate policies applicable to similarly situated properties within the City's service area.

Section 7.02 Water and Wastewater Infrastructure and Cost Reimbursement. Eligible costs incurred for the construction of water, wastewater, and reclaimed water infrastructure to the extent such costs are not

reimbursed to Dog's Head from other City funding sources will be included as DH Tax Increment Fund Reimbursable Project Costs. If oversizing of water, wastewater, or reclaimed water infrastructure is required, the parties will enter into a separate agreement at the time such requirements are identified. No obligation for oversizing shall be deemed binding absent such separate written agreement.

Section 7.03 Electric Service. The City agrees to provide electric service to the Dog's Head Property in accordance with its service extension, capacity, and rate policies applicable to similarly situated properties within the City's service area.

Section 7.04 Electrical Infrastructure and Cost Reimbursement. Eligible costs incurred for the construction of electric service infrastructure to the extent such costs are not reimbursed to Dog's Head from other City funding sources will be included as DH Tax Increment Fund Reimbursable Project Costs. If oversizing or additional electric infrastructure is required, the parties will enter into a separate agreement at the time such requirements are identified. No obligation for oversizing shall be deemed binding absent such separate written agreement.

Section 7.05 Utility Impact Fees. The parties acknowledge that development within the Dog's Head Property will be subject to applicable utility impact fees as authorized by applicable law and City utility policies. Dog's Head shall be responsible for the payment of all utility impact fees required by applicable law at the time of Original Development approval, except to the extent such fees are lawfully credited or offset pursuant a separate written agreement with the City.

Section 7.06 Reclaimed Water Service and Infrastructure. The City agrees to provide reclaimed water service to the Dog's Head property in accordance with applicable City policies, infrastructure availability, and service extension standards. Dog's Head acknowledges that reclaimed water infrastructure may be required as part of the overall utility system buildout, and such infrastructure shall be treated as water utility infrastructure for purposes of planning, design, and funding coordination, and may be subject to reimbursement, and offset mechanisms.

Section 7.07 Relocation of Austin Water Reclaimed Water Lines and Sludge Lines.

a. Dog's Head acknowledges that existing Austin Water infrastructure, including reclaimed water lines and sludge lines, may be located within or adjacent to the Dog's Head Property and may require relocation or protection in connection with the Original Development of the Dog's Head Property. Dog's Head agrees to work with the City to plan, design, and implement the relocation, adjustment, or protection of such facilities as necessary to accommodate the Original Development of the Dog's Head Property. All relocation work is subject to City approval and must be coordinated with the City to minimize service disruption.

b. The sludge line located along Hergotz Lane between Edwin Lane and Dalton Lane is abandoned and the Dog's Head and City agree that Dog's Head may remove any portion of the abandoned sludge line in a manner in accordance with the Applicable Requirements and that Dog's Head shall not be responsible for any portion of the abandoned sludge line not removed pursuant to this Section.

Section 7.08 Potential Land Exchange. Dog's Head and the City each acknowledge and agree to consider an exchange of property to facilitate future access to planned critical infrastructure within the Dog's Head Property. The parties acknowledge that the City owns or controls property within or near the Dog's Head Property that may be reserved for current or future utility, water treatment, or related public infrastructure purposes. Any conveyance, land exchange, relocation, or disposition of City-owned property shall require a separate agreement approved in accordance with applicable City requirements and procedures.

Section 7.09 Existing City Infrastructure and Future Municipal Facilities.

a. Dog's Head acknowledges that the City owns, operates, and maintains critical public infrastructure and facilities that may be located within or serve the Property, including, without limitation, the City's dam facilities, water treatment and distribution systems, wastewater systems, stormwater infrastructure, and related utility facilities (collectively, "City infrastructure"). Nothing in this Agreement shall be construed to limit, impair, or waive the City's rights or authority to access, operate, maintain, repair, place, modify, relocate, or expand City infrastructure as the City deems necessary for public health, safety, or utility service reliability.

b. Municipal Facilities. The City will plan, site, design, construct, install, operate, and maintain public facilities within or adjacent to the Dog's Head Property. Such facilities may include, without limitation, electrical substations, fire stations, police stations, emergency response facilities, and other public safety, utility, or governmental service facilities. Dog's Head acknowledges that such facilities may be located within or adjacent to the Dog's Head Property and agrees that this Agreement shall not be construed to prohibit or restrict the City from undertaking or approving such uses.

c. Land for Municipal Facilities. Dog's Head agrees to set aside an acre of land for future Municipal Facilities. Any conveyance or land exchange requires a separate agreement.

ARTICLE VIII
REVIEW PROCESSES AND APPLICABLE FEES

Section 8.01 Dedicated Review Teams.

a. The City will establish and maintain throughout the term of this Agreement a dedicated permit review and inspection team ("**Dog's Head Development Permit Review Team**"), and a dedicated long range infrastructure planning team ("**Dog's Head Long Range Planning Team**"). Both teams will be familiar with the terms and provisions of this Agreement, and other issues particular to the Dog's Head Property.

i. Dog's Head Development Permit Review Team. The Dog's Head Development Permit Review Team will be responsible for the review, processing, and approval of all subdivision plats, site development permits, and building permits for Original Development within the Dog's Head Property, as well as all City inspections relating to the Dog's Head Property and Development therein.

ii. Dog's Head Long Range Planning Team. The Dog's Head Long Range Planning Team will be responsible for coordination, review, and approval of long-range infrastructure and service planning matters affecting the Dog's Head Property, including service extension requests, utility capacity and system planning, infrastructure phasing coordination, alignment with City capital improvement planning, easement releases, and other planning-

level determinations necessary to support Original Development of the Dog's Head Property.

b. The initial members of each team will be designated by the City Manager in writing within thirty (30) days after the Effective Date of this Agreement.

c. The City shall include in the Regulating Plan for the Dog's Head Property an expedited review schedule for all development applications for the Dog's Head Property.

d. The City may designate a third-party to serve as, or as part of, the Dog's Head Development Permit Review Team, so long as Dog's Head approves such third-party.

Section 8.02 Review Process. The City agrees to implement a coordinated and parallel review and inspection process to ensure an efficient and expedited entitlement and permitting process for Original Development of the Dog's Head Property. Within 30 days of the Effective Date, Dog's Head and the City will enter into a Memorandum of Understanding related to the review process. This coordinated review process does not apply to zoning review of the future Regulating Plan or any amendments to the Regulating Plan.

Section 8.03 City Fees. Except as provided in this Agreement, Original Development of any portion of the Dog's Head Property is subject to the City fees in effect at the time a development application is submitted.

Section 8.04 No Special Fees. In no event will the City impose any special fees for administering the terms of this Agreement.

Section 8.05 Site Plan Expiration. Subsection (B) of City Code Section 25-5-81 (*Site Plan Expiration*) is modified to extend the expiration of any Site Plans to ten years.

ARTICLE IX
AMENDMENTS

Section 9.01 Amendments to Agreement.

a. For so long as Dog's Head owns any portion of the Dog's Head Property, this Agreement may only be amended by a written agreement by and between the City and Dog's Head, and Dog's Head and the City may amend this Agreement without the joinder of any other landowner.

b. City Council approval is required for any amendment of this Agreement to be effective.

c. In the event that Dog's Head no longer owns a portion of the Dog's Head Property, this Agreement may only be amended by a written agreement by and between the City and the owners of at least eighty percent of the Dog's Head Property as measured by aggregate acreage.

ARTICLE X
ANNEXATION AND TERMINATION

Section 10.01 Annexation. Pursuant to the terms of this Agreement and the Consent Conditions herein, Dog's Head agrees to and requests the annexation of the Dog's Head Property into the City.

Section 10.02 Elements of Service Agreement. The City agrees to include provisions for the following matters in the written agreement regarding services created for annexation pursuant to Section 43.0672 of the Local Government Code (the "**Service Agreement**"):

a. A provision for the City Council's adoption of an ordinance creating and designating the DH TIRZ to wholly encompass and be limited in area to the Dog's Head Property (except that the DH TIRZ may include certain lands adjacent to the Dog's Head Property owned by Dog's Head which are located within the full-purpose jurisdiction of the City as of the Effective Date). The City agrees that the DH TIRZ is necessary for the financing and construction of the infrastructure necessary to serve the redevelopment of the Dog's Head Property, which is underutilized.

b. A provision for the City Council's adoption of an ordinance approving a DH TIRZ project and financing plan in accordance with Section 311.011(d), Texas Tax Code on terms acceptable to Dog's Head, as determined solely by Dog's Head, such DH TIRZ project and financing plan to provide for the financing and construction of the infrastructure necessary to serve the Dog's Head Property.

c. A provision for the City Council's adoption of a Regulating Plan for the Dog's Head Property acceptable to Dog's Head, as determined solely by Dog's Head.

d. A provision that states that the City's entering into an agreement by and between the City and Travis County for participation in the DH TIRZ tax increment fund is necessary to provide service to the Dog's Head Property.

e. A provision for the City Council's adoption of an ordinance approving and entering into a development financing agreement to provide for the reimbursement to Dog's Head of all DH Tax Increment Fund Reimbursable Project Costs on terms acceptable to Dog's Head as determined solely by Dog's Head, such development financing agreement to be by and between the City, Dog's Head, and any LGC which may be created as contemplated pursuant to this Agreement to manage the DH TIRZ.

f. The City acknowledges and understands that the City's creation and designation of the DH TIRZ and adoption of a DH TIRZ project and financing plan on terms acceptable to Dog's Head and the provisions in this Section to be expressly included in the Service Agreement are each necessary for the financing and construction of the infrastructure necessary to serve the Dog's Head Property. But for the creation and designation of the DH TIRZ and adoption of a DH TIRZ project and financing plan on terms acceptable to Dog's Head, the Dog's Head Property would not develop or redevelop in the reasonably foreseeable future and Dog's Head would not consent to the annexation of the Dog's Head Property by the City.

Section 10.03 Withdrawal of Consent; Termination.

a. Dog Head's consent to annexation provided in Section 10.01 is given with the understanding that, pursuant to the Service Agreement and as contemplated in Section 10.02, the City intends to:

    i. adopt the DH TIRZ Creation Ordinance creating the DH TIRZ to provide the necessary amount of financing for the DH Tax Increment Fund Reimbursable Project Costs;

    ii. enter into a development financing agreement to provide for the reimbursement to Dog's Head of all DH Tax Increment Fund Reimbursable Project Costs on terms

acceptable to Dog's Head as determined solely by Dog's Head, such development financing agreement to be by and between the City, Dog's Head, and any LGC which may be created as contemplated pursuant to this Agreement to manage the DH TIRZ;

iii. approve the DH TIRZ project and financing plan in accordance with Section 311.011(d), Texas Tax Code, with terms acceptable to Dog's Head as determined solely by Dog's Head and to account for and provide the necessary amount of financing for the DH Tax Increment Fund Reimbursable Project Costs;

iv. enter into an effective County Participation Agreement by and between the City and Travis County; and

v. adopt a Regulating Plan for the Dog's Head Property acceptable to Dog's Head as determined solely by Dog's Head (items i., ii., iii., iv., and v. being the "**Consent Condition(s)**").

b. After providing written notice as required in Section 12.11, Dog's Head may, at its sole determination, terminate this Agreement and revoke its consent for all portions of the Dog's Head Property that Dog's Head owns as of the time notice is provided if:

i. By August 4, 2026, Consent Conditions (i) or (ii) have not occurred;

ii. By March 31, 2027, or unless extended by mutual agreement, Consent Condition (iii) has not occurred; or

iii. By October 31, 2026, Consent Conditions (iv) or (v) have not occurred.

c. A Consent Condition is deemed to not have occurred if the completion of the Consent Condition was determined to be unacceptable for any reason by Dog's Head.

d. Upon the termination of this Agreement and revocation and withdrawal of Dog's Head consent to annexation pursuant to Section 10.03(b), Dog's Head is eligible to disannex for the City's failure to provide services pursuant to the Service Agreement and is eligible for release from the ETJ as set forth in Section 10.04.

e. This Section shall survive any termination or amendment of this Agreement.

Section 10.04 Disannexation and Release From the ETJ.

a. If this Agreement is terminated pursuant to Section 10.03(b) or terminated pursuant to Section 11.02, the City agrees to initiate the necessary processes for and to schedule an item for City Council's consideration for the disannexation and ETJ release of the Dog's Head Property.

b. This Section shall survive any termination or amendment of this Agreement.

Section 10.05 Termination for Convenience.

a. So long as Dog's Head owns any of the Dog's Head Property, this Agreement may be terminated as to all of the Dog's Head Property only by express written agreement executed by the City and Dog's Head, or all the then current owners of all portions of the Dog's Head Property, except owners of occupied residential dwellings.

b. In the event this Agreement is terminated by mutual agreement of the City and Dog's Head or by the express terms of this Agreement, Dog's Head and the City shall promptly execute and file of record in the Official Public Records of Travis County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

ARTICLE XI
DEFAULT AND REMEDIES FOR DEFAULT

Section 11.01 Meeting to Resolve Issues. If requested by Dog's Head or any subsequent Landowner, the Director shall schedule a meeting with the requestor and the Director(s) of the Department of the City Reviewer as soon as practical to discuss and attempt to resolve the issues related to an interpretation of Applicable Requirements or any other term of this Agreement. If the issue is still unresolved after that meeting, then Dog's Head may request a meeting with the Assistant City Manager responsible for overseeing Austin Development Services or successor department.

Section 11.02 Frustration of Purpose.

a. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of modifications or amendments to the underlying statutory authority for this Agreement, or a final judicial decree, for which all appeals have expired or been exhausted, or if the Texas Legislature modifies or amends state law in a manner rendering ineffective any part of this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated.

b. If one party contends that a frustration of purpose has occurred, that party shall notify all other parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

c. The parties agree that upon receipt of Notice of an alleged frustration of purpose, the parties will meet and confer under Section 11.01 and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the part of this Agreement affected by the frustration of purpose. If this Agreement cannot be amended to address the cited frustration of purpose, then Dog's Head may terminate this Agreement and seek disannexation and release from the City's ETJ under Sections 10.03 and 10.04.

Section 11.03 Default. A party defaults under this Agreement if such party fails to perform any of its obligations under this Agreement and such failure remains uncured following the expiration of thirty (30) business days after written Notice of such failure. However, in the event the default is of a nature that cannot be cured within such thirty (30) day period, the defaulting party shall have a longer period of time as may be necessary to cure the default in question; but, in no event more than sixty (60) business days. The parties agree that before Dog's Head or a Landowner can file suit alleging a City default under this Agreement, the parties must request a meeting under Section 11.01.

Section 11.04 City Default. The City defaults under this Agreement if:

a. The City fails to place an item on a City Council agenda as required pursuant to the terms of this Agreement;

b. For applications handled by the Dog's Head Development Review Team, the City delays development-related approvals by more than 30 days; or

c. When reviewing a development application, the City imposes any requirements, standards, moratoria, or interim development controls upon the Dog's Head Property that are in conflict with or limit the express provisions of this Agreement.

Section 11.05 Remedies between the City and Dog's Head.

a. Should any default between Dog's Head and the City remain uncured after Notice to the other, the non-defaulting party, whether Dog's Head or the City, may pursue any remedy that is available at law or in equity at the time of the breach, including, but not limited to: damages, mandamus, injunctive relief, and/or specific performance.

b. In this Agreement, damages means the damages allowed by Subsection (j) of Sec. 212.172 of the Texas Local Government Code.

Section 11.06 Remedies between the City and Landowner. Should any default between a Landowner of any portion of the Dog's Head Property and the City remain uncured after Notice to the other as provided in Section 11.03, the City may pursue the remedies listed in Section 11.05 against the Landowner, and the Landowner may pursue all remedies listed in Section 11.05 against the City provided, however, that in no event shall a Landowner be entitled to pursue the remedies of termination, rescission, or reverter.

Section 11.07 Overriding Limitation on Remedies. Notwithstanding anything contained herein to the contrary, in no event shall either City or Dog's Head ever have any right to terminate this Agreement as a result of the default hereunder by any other party hereto and to the extent any such right would exist at law, in equity or otherwise, same is hereby RELEASED, WAIVED and FOREVER RELINQUISHED by each of the City and Dog's Head on behalf of themselves and their respective successors and assigns, if any, including, without limitation, any successor owners of property within the Dog's Head Property. The foregoing does not, however, prevent the termination of this Agreement under Article X and Section 11.02.

Section 11.08 No Liability For Actions of Others. Except as expressly set forth in this Agreement, (a) the liabilities, obligations and responsibilities of Dog's Head, each Landowner, and each of their successors and assigns, under this Agreement are several, and not joint; and (b) none of Dog's Head, any Landowner, or any of their successors or assigns, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such party or by any person acting by, through or under such party. Notwithstanding the foregoing, all easement conveyance obligations of Dog's Head and any Landowner under Article IV are joint and several.

Section 11.9 Waiver of Governmental Immunity. As contemplated by Section 212.172(i) of the Texas Local Government Code, the City waives governmental immunity from suit for the purposes of adjudicating a claim for breach of contract.

ARTICLE XII

Section 12.01 Effective Date. The parties agree that, notwithstanding the dates of signatures to this Agreement, the effective date of this Agreement shall be May 21, 2026 (the "**Effective Date**").

Section 12.02 Term. This Agreement shall commence and bind the parties on the Effective Date and continue for forty-five (45) years after the Effective Date (the "**Term**").

Section 12.03 Representations and Warranties of Dog's Head.

a. **Organization and Good Standing.** Dog's Head consists of individuals and multiple partnerships and trusts, each of which is duly organized and validly existing in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

b. **Authority, No Conflict.** This Agreement constitutes the legal, valid, and binding obligation of Dog's Head, enforceable against Dog's Head in accordance with its terms. Dog's Head has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

c. **Processes.** The City specifically acknowledges and agrees that all processes required for the enactment of any ordinances necessary to give effect to this Agreement will be or have been duly observed.

Section 12.04 Representations and Warranties of the City.

a. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

b. **Authority; No Conflict.** This Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 12.05 Written Disclosure.

a. The owners of the Dog's Head Property hereby acknowledge receipt of the written disclosure required under Texas Local Government Code Section 212.172(b-1).

b. The owners further acknowledge and agree that:

i. the written disclosure was provided prior to the execution of this Agreement;

ii. the written disclosure complies with state law; and

iii. the City has satisfied its obligations under Section 212.172(b-1) with respect to this Agreement.

c. The owners waive any claim or defense based on an alleged failure by the City to provide the written disclosure, except to the extent such waiver is prohibited by state law.

Section 12.06 Addition Of Land.

a. **Addition; Agreement.** The City acknowledges that Dog's Head may, in the future, desire to add additional property within the City's ETJ to the Dog's Head Property that is subject to this Agreement. If Dog's Head, or its successors or assigns, owns or acquires property outside of the original Dog's Head Property that it desires to add to and make subject to this Agreement, Dog's

Head will give written notice to the City of the description of the property Dog's Head desires to add to this Agreement. Upon approval by the City, the City and Dog's Head will promptly enter into an amendment to this Agreement that is in form reasonably acceptable to the City and Dog's Head.

b. Joinder. If Dog's Head, or its successors or assigns, desires to add to and make subject to this Agreement additional property within the City's ETJ and not owned by Dog's Head, Dog's Head will give written notice to the City of the description of the property Dog's Head desires to add to this Agreement, and such written notice will include the written consent of the owner of the additional adjacent property to be added and made subject to this Agreement. Upon approval by the City, the City, Dog's Head, and the owner of the additional property will promptly enter into an amendment and joinder to this Agreement that is in a form reasonably acceptable to the City and Dog's Head.

c. **Addition; DH TIRZ.** After any additional property has been annexed, the City will initiate the amendment process to amend the boundaries of the DH TIRZ to include the additional property. Further, upon request by Dog's Head, for any land which is owned or has been acquired by Dog's Head, or for any land for which Dog's Head has obtained written consent of the owner for addition pursuant to this Subsection, in each case within two miles of the boundaries of the Dog's Head Property and which is in the City's full-purpose jurisdiction, the City will initiate the amendment process to amend the boundaries of the DH TIRZ to include such land.

d. The term "Dog's Head Property" as used throughout this Agreement shall include any property added under this Section. If any property is added to this Agreement by virtue of this Section, the City shall initiate an annexation and zoning case to add the property to the Regulating Plan within 60 days after the parties have executed an amendment.

Section 12.07 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the lands comprising the Dog's Head Property and shall be binding on all future developers and owners of property in the Dog's Head Property. This Agreement shall be recorded in the Official Public Records of Travis County, Texas. Nothing in this Agreement is intended to impose obligations on individual owners of residential dwellings, except as set forth in Section 12.07.

Section 12.08 Restrictive Covenants. With respect to a fully developed and improved lot within the Dog's Head Property acquired by an end-buyer, this Agreement shall only restrict such lot to the land use and development regulations set forth in this Agreement.

Section 12.09 Assignment. Dog's Head may assign this Agreement with respect to all or part of the Dog's Head Property from time to time to any party that includes an assumption of the applicable obligations hereunder. Dog's Head shall provide the City a copy of any such fully executed assignment and assumption agreement. Upon such assignment or partial assignment (that includes an assumption), Dog's Head shall be fully released from any and all obligations under this Agreement so assigned and shall have no further liability with respect to this Agreement for the part of the Dog's Head Property so assigned. Notwithstanding anything to the contrary, no assignment of rights that are personal to Dog's Head, including and not limited to amendment to this Agreement pursuant to Article IX, will be effective except to the extent that Dog's Head specifically assigns such rights.

Section 12.10 Entire Agreement. This Agreement and the agreements between the parties referenced in this Agreement, contain the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be

amended only by written agreement signed by the parties as provided for in this Agreement. This Agreement and the agreements between the parties referenced in this Agreement, supersede all prior agreements between the parties concerning the subject matter of this Agreement.

Section 12.11 Notice. It is contemplated that the parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Dog's Head: Dog's Head Land JV, Ltd.
Attn: Andy Pastor, David Ross and Josh Lickteig
500 West 5th Street, Suite 700
Austin, TX 78701

With copy to: Armbrust & Brown PLLC
Attn: Richard T. Suttle / Gregg C. Krumme
100 Congress, Suite 1300
Austin, Texas 78701

City: City of Austin
Attn: Mayor / City Manager
P.O. Box 1088
Austin, Texas 78767

With copy to: City of Austin
Attn: City Attorney
P.O. Box 1088
Austin, Texas 78767

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 12.12 Standards Not Binding On Other Governmental Entity. Notwithstanding any provision in this Agreement to the contrary, the parties acknowledge that some of the variances, waivers or other provisions set forth in this Agreement may require the approval of a governmental entity other than the City to implement. Dog's Head agrees that the City is not responsible for obtaining such approval.

Section 12.13 Estoppel Certificate. Within five (5) days after receipt of a written request by Dog's Head or a current owner of a tract in the Dog's Head Property, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity

and force and effect of this Agreement in accordance with its terms; (ii) modifications or amendments to this Agreement and the substance of such modifications or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matter that may be reasonably requested.

Section 12.14 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Dog's Head Property.

Section 12.15 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 12.16 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

Section 12.17 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.18 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any party to this Agreement, the prevailing party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees.

Section 12.19 Applicable Law and Venue. THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 12.20 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges and immunities under applicable laws.

Section 12.21 Further Assurances. Both parties agree that at any time after execution of this Agreement, they will, upon request of the other party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 12.22 Incorporation of Recitals, Exhibits, and Other Documents by Reference. All Recitals, Exhibits and other documents attached to or referred to in this Agreement arc incorporated by reference for the purposes set forth in this Agreement and made a part hereof.

Section 12.23 Counterparts. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

Section 12.24 Exhibits. The following exhibits are attached and incorporated into this Agreement for all purposes.

Exhibit “A” — Description of the Dog’s Head Property

Exhibit “B” — Dog’s Head Land Use Summary Table

Exhibit “C” — MXD & OS Site Development Standards

Exhibit “D” — Conceptual Major Street Circulation Alignment

Exhibit “E” — General Description of Property Constituting Colorado River Trail

COUNSEL FOR CITY:

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the following authorized representatives of the parties.

CITY OF AUSTIN, a home rule city and Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST / SEAL

By: _____

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2026, by _____.

_____
Notary Public Signature

DOG'S HEAD LAND JV, LTD., a Texas limited partnership

By: Dog's Head Land JV GP, LLC, a Texas limited liability company and its general partner

By: _____

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2026, by _____.

_____
Notary Public Signature