

CAUSE NO. _____

LAKE AUSTIN COLLECTIVE, INC.

And MARISA B. LIPSCHER

Plaintiffs

v.

THE CITY OF AUSTIN

Defendant

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IN THE DISTRICT COURT

TRAVIS COUNTY

_____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION FOR MANDAMUS & INJUNCTION

TO THE HONORABLE JUDGE OF THIS COURT:

Plaintiffs, Lake Austin Collective, Inc. and Marisa B. Lipscher file this Original petition against Defendant City of Austin ("City") seeking to enforce the Texas Open Meetings Act and allege as follows:

NATURE OF THE CASE AND DISCOVERY CONTROL PLAN

1. a. Discovery will be conducted under TRCP 190.3, Level 2.
- b. Chalk this case up to the category, "Some People Just Never Learn." The Austin City Council has struggled for years *to avoid* compliance with the Texas Open Meetings Act.¹ The Council's most recent tactic is approving land developments that adversely affect adjoining neighbors, taxpayers generally, or environmental protection while using deceitfully incomplete descriptions in Council meeting notices of the actions they are contemplating. Thankfully, the Texas Open Meetings Act² (TOMA) requires fair notice to the public of the "subject" of Council's deliberation, a requirement the Council violated ...again... on November 10, 2016 when it approved waivers of environmental laws and regulations with no mention of that in its meeting notice. The

¹ For example, in October 2012, the entire City Council was placed on 2 years of deferred prosecution by the Travis County Attorney for criminal violation of TOMA.

² Tex. Gov't Code ch. 551. References to sections of the Open Meetings Act refer to Chapter 551.

actions concerned the so-called Champion Tract #3 on City Park Road.

c. Ironically, and tellingly as to Council's commitment to TOMA compliance, that same day (November 10, 2016), the Council reconsidered its prior vote on the Pilot Knob development that had been declared void—for violation of the TOMA notice requirement—from a lawsuit brought by Austin resident Brian Rodgers. *Rodgers v. City of Austin*, CAUSE NO. D-1-GN-16-000615, 345th Judicial District, Travis County Texas. Just a few weeks earlier, on October 14, 2016, District Judge Yelenosky informed the City by letter that he found the prior meeting notice for Pilot Knob zoning violated TOMA because it failed to alert the public that Council was also granting waivers and exemptions from non-zoning ordinances. Final Judgment against the City in that case was signed on October 28, 2016. Then, on November 10, 2016, Council re-posted the Pilot Knob matter, and to comply with the Court's judgment the City added the following information that was not included in the original meeting notice:

....The ordinance may include exemption from or waiver of fees, alternative funding methods, modifications of City regulations, and acquisition of property.

Austin Council Agenda, Item 32, November 10, 2016.

d. Instead of learning the lesson from the Pilot Knob TOMA violation and including similar wording for the Champion agenda item on the same November 10th agenda, the Council again failed to give adequate notice. Agenda Item 6 said:

6. Approve second and third reading of an ordinance amending Ordinance No. 960613-J and authorizing execution of the first amendment to a settlement agreement relating to the development of property located at 6409 City Park Road (Champion Tract). Related to Item #43.

Austin Council Agenda, Item 6, November 10, 2016.

There is not even a hint in that agenda wording that would alert the public about what action the

Council was contemplating. To determine whether a meeting notice meets TOMA requirements, the court compares the agenda wording with the action actually taken. This TOMA violation becomes even more obvious by noting the additional wording that was included in caption of the Ordinance 20161110-006 that Council adopted under Agenda Item No. 6:

An Ordinance adopting and authorizing execution of the First Amendment to the Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al. v. City of Austin in the 353rd Judicial District Court of Travis County; amending Ordinance No. 960613-J; **and waiving certain sections of City Code Chapter 25-2 and Lake Austin Watershed Regulations from Ordinance No. 840301-F.**

Exhibit P-1, page 1 (attached): Ordinance No. 20161110-006, Caption, adopted November 10, 2016, Agenda Item 6. (emphasis added)

So, the open meetings notice issue is: If it was necessary and appropriate to mention the environmental waivers in the caption of the Ordinance, why wasn't that included in the meeting agenda notice?

CLAIM FOR RELIEF

2. Plaintiffs seek monetary relief of \$100,000 or less and nonmonetary mandamus and injunctive relief. TRCP 47(c)(2).

PARTIES

3. a. Plaintiff Lake Austin Collective, Inc. is a nonprofit corporation whose purpose includes, but is not limited to, promoting the public good for people who rely on Lake Austin for potable water, encouraging comprehensive planning for sustainable growth, and promoting open government and effective public oversight of governmental actions affecting the Lake Austin area. Lake Austin Collective, Inc. is an interested person for purposes of TOMA plaintiff status. Lake Austin Collective, Inc. can be served through its attorney-of-record in this case.

b. Plaintiff Marisa B. Lipscher is a Travis County and Austin resident and taxpayer

who is an interested person for purposes of TOMA plaintiff status. Ms. Lipscher is also a property owner adjacent to the Champion development. The last three digits of Ms. Lipscher's drivers license number are 926, and the last three digits of her Social Security number are 921. Ms. Lipscher can be served through her attorney-of-record in this case.

c. Defendant City of Austin is a defendant pursuant to TOMA section 551.142 as the governmental body who violated the meeting notice requirement of TOMA Section 551.041. Pursuant to Tex. Civ. Prac. & Rem. Code section 17.024(b), the City can be served through its Mayor, The Honorable Steve Adler, at the Mayor's office located at 301 W. 2nd Street, Austin, Texas 78701.

JURISDICTION & VENUE

4. The Court has jurisdiction over this case under TOMA section 551.142 which also makes venue mandatory in this Court.

FACTS

CONCEALING WAIVERS OF ENVIRONMENTAL RULES IS NOT ADEQUATE PUBLIC NOTICE UNDER TOMA

5. a. The facts stated in Paragraph 1 above are incorporated herein.

b. The facts demonstrate that the TOMA notice of the "subject" of Austin Council agenda item No. 6 (Ordinance No. 20161110-006), November 10, 2016 did not comply with TOMA section 551.041. Plaintiffs seek to have the Council's action on that agenda item declared void, pursuant to TOMA section 551.141.

c. Despite giving only vague notice that Agenda Item No. 6 involved amending Ordinance No.960613-J and amending a settlement agreement, what the Council actually did—without mention in the agenda item wording—was to amend Ordinance No. 840301-F granting a waiver

to the developer of provisions of the Lake Austin Watershed Regulations and amended City Code Chapter 25-2, Subchapter C, Articles 9 and 11 (the Hill Country Roadway requirements). The Council's action was highly significant because it endangers the Lake Austin water supply, increases traffic dangers, sets a precedent for granting waivers and variances that were never considered by the appropriate city commissions.

**THE CITY COUNCIL DECEIVED THE NEIGHBORHOODS AND GAMED THE
SYSTEM OF CITIZEN REVIEW OF SUCH DEVELOPMENTS**

6. a. When the Council approved Agenda Item No. 6 (Ordinance No. 20161110-006), it did so in one motion that also approved a zoning change under Agenda Item No. 43 (Ordinance No. 20161110-043). As explained below, it is significant that the Council vote was a simple majority of 7-to-4, not a super-majority. Council Members Gallo, Houston, Kitchen and Pool voted against the action, with Mayor Adler, Mayor Pro Tem Tovo, and Council Members Casar, Garza, Renteria, Troxclair, and Zimmerman voting in favor.

b. When there is a valid petition by property owners within 200 feet opposing development approval such as the Champion item, both state law (Tex. Loc. Gov't Code § 211.006(d)) and Austin Code (§ 25-2-284(A) require a vote of 3/4th of the Council (9 out of 11). Throughout the entire process—from staff review, to the Zoning & Planning Commission, to Council consideration—the proposed zoning area of the Champion tract equaled the property boundary. Plaintiffs and other property owners whose property is within 200 feet of the Champion tract submitted a valid petition before the November 10, 2016 Council meeting.

c. Apparently, the Champion developer realized there was sufficient opposition on the Council to block approval by the super-majority requirement. So, unbeknownst to the Champion tract neighbors, right before the November 10, 2016 Council meeting (on November 8, 2016),

Champion amended Exhibit B map showing the area subject to the zoning ordinance pushing the area back to 205 feet from the protesting neighbors' property. Ironically, the map that had previously accompanied the zoning ordinance as approved on 1st Reading does not resemble the map attached to the executed zoning ordinance. *See* Exhibit P-2 attached. Shamefully, the Council majority went along with this tactic, denying this neighborhood its rights to the protection of the super-majority vote requirement of state and local law.

7. Because the Council majority condoned the surreptitious tactics, with only last-minute exposure of what was really being done, not only did the super-majority-vote not apply, but Plaintiffs and others were barred from providing formal input before the Council voted on the final ordinances.

8. The adopted Ordinance under Agenda Item No. 6, gave variances and waivers that were not only not mentioned in the meeting notice but that, incredibly, were never reviewed by the Land Use Commission and will never be reviewed in the normal process! *See* Ordinance No. 20161110-006 at page 2 (Part 4(1)(e), granting variances to the Lake Austin Watershed Ordinance “without Planning Commission approval”); and page 3 (Part 4(2)(d) and (e) granting modifications to Building Height and Development Bonus standards “without a determination that an unusual circumstance exists”; and Part 4(2)(f) granting the waivers “without Land Use Commission approval.” Council not only violated the TOMA notice provision but the importance of the action the Council took is enhanced because it bypassed the City lay-person commissions for review and recommendation before such variances and waivers are granted.

9. Because this Council and City administration apparently did not recognize the clear, repeated violation of TOMA by their actions, Plaintiffs also seek injunctive relief to prevent the Austin City Council from doing this again in the future.

COUNT 1 – SUIT FOR MANDAMUS/INJUNCTIVE RELIEF

10. The facts stated above are incorporated here as the basis for this cause of action for mandamus and injunctive relief. *See* TOMA, Tex. Gov't Code section 551.142(a) ("Sec. 551.142. MANDAMUS; INJUNCTION. (a) An interested person, including a member of the news media, may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of this chapter by members of a governmental body."). Plaintiffs brings this suit for mandamus against the City of Austin and asks the Court to declare void all actions the Council took regarding Agenda Item No. 6 on November 10, 2016 and to enjoin the City from acting on such waivers in the future without including such intentions in its meeting notices for such agenda items.

CONDITIONS PRECEDENT

11. All conditions precedent to Plaintiffs' claim for relief have been performed or have occurred.

ATTORNEY FEES

12. Plaintiffs have retained the under-signed attorney to bring this action. Plaintiffs ask the court to award costs and reasonable and necessary attorney fees pursuant to TOMA section 551.142(b).

PRAYER

For these reasons, Plaintiffs ask the Court to set this matter for hearing on mandamus to declare void the Council's actions on Agenda Item No. 6 on November 10, 2016 as enumerated above, and grant an injunction to prevent such Council actions in the future, pursuant to Tex. Gov't Code section 551.142 for violation of section 551.041. Plaintiffs ask the Court to award Plaintiffs costs and reasonable and necessary attorney fees, and to grant Plaintiffs all other relief to which

they may be entitled.

Respectfully submitted,



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ORDINANCE NO. 20161110-006

AN ORDINANCE ADOPTING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT RELATED TO CAUSE NO. 94-07160, JOSIE ELLEN CHAMPION, ET AL V. CITY OF AUSTIN IN THE 353RD JUDICIAL DISTRICT COURT OF TRAVIS COUNTY; AMENDING ORDINANCE NO. 960613-J; AND **WAIVING CERTAIN SECTIONS OF CITY CODE CHAPTER 25-2 AND LAKE AUSTIN WATERSHED REGULATIONS FROM ORDINANCE NO. 840301-F.**

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

PART 1. In this ordinance:

- (1) ORIGINAL AGREEMENT means the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County.
- (2) FIRST AMENDMENT means the First Amendment to the Original Agreement attached as **Exhibit "1"** to this ordinance.
- (3) PROPERTY means Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, locally known as 6409 City Park Road in the City of Austin, Travis County, Texas and referred to as Tract 3 in the Original Agreement.
- (4) OWNER means Champion Assets, Ltd., Champion-Meier Assets, Ltd., and Champion Legacy Partners, L.P., successors to Josie Ellen Champion, Juanita Champion Meier, and Mary Margaret Champion Roberson.

PART 2. City Council adopts the First Amendment, which is attached as **Exhibit "1"** and incorporated herein by reference, and authorizes execution by the City Manager. City Council further authorizes the City Manager to accept the Restrictive Covenant associated with the First Amendment.

PART 3. To the extent that a conflict exists, Ordinance No. 960613-J is amended by the First Amendment.

PART 4. City Council modifies the following City Code provisions:

(1) Lake Austin Watershed Regulations (Ordinance No. 840301-F.)

- (a) Impervious Cover Limitations: Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.
- (b) Impervious Cover Limitations: Section 9-10-383 (a) (2) and (3) (*Multi-Family Residential Development*) are modified to allow 2.32 acres of impervious cover on slopes of 15-25% gradient and .90 acres of impervious cover on slopes of 25-35%.
- (c) In no case may impervious cover on the Property exceed 5.49 acres.
- (d) Erosion and Sedimentation Control: Section 9-10-409 (a) and (b) (*Cut and Fill*) are modified to allow:
 - (i) a maximum 34,848 square feet of cut greater than 4 feet, but less than 12 feet;
 - (ii) a maximum 17,424 square feet of cut greater than 12 feet, but less than 20 feet;
 - (iii) a maximum 2,613.60 square feet of cut greater than 20 feet, but less than 24 feet;
 - (iv) a maximum 217.80 square feet of cut greater than 24 feet, but less than 28 feet;
 - (v) a maximum 79,932.60 square feet of fill greater than 4 feet, but less than 12 feet; and
 - (vi) a maximum 20,037.60 square feet of fill greater than 12 feet, but less than 20 feet.
- (e) City Council modifies Section 9-10-377 (*Variances*) to grant variances from Lake Austin Watershed Ordinance No. 840301-F consistent with (a), (b), (c), and (d) as stated above without Planning Commission approval.

(2) **Hill Country Roadway Requirements. City Code Chapter 25-2, Subchapter C, Articles 9 and 11.**

- (a) Landscaping: Section 25-2-1023 (D) (2) (*Roadway Vegetative Buffer*) is modified to allow a building to be placed within 10 feet of a dedicated drainage easement.
- (b) City Council modifies provisions of Section 25-2-1001 (*Procedures*) to allow City Council approval of alternatives to compliance with Article 9 without Land Use Commission approval.
- (c) Development Standards: Section 25-2-1123(B) (1) and (2), (C), and (D) (*Construction on Slopes*) are modified to allow:
 - (i) additional construction methods beyond pier & beam;
 - (ii) the placement of walls lower than the finish floor elevation for the garage;
 - (iii) structural excavation down gradient of 15% slopes to exceed 8 feet (up to 34 feet); and
 - (iv) 8 foot tall terraced walls.
- (d) Development Standards: Section 25-2-1124(A) (1) (*Building Height*) is modified to allow a 53 foot building at 135 feet from FM 2222 without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129.
- (e) Development Standards: Section 25-2-1128 (B)(2) (*Development Bonuses*) is modified to allow the following without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129:
 - (i) an increase in the building height in the low intensity zone from 28 feet to 40 feet; and
 - (ii) an increase in the building height in the moderate intensity zone from 40 feet to 53 feet.
- (f) City Council modifies Section 25-2-1105 (*Waivers*) to grant waivers consistent with (c), (d), and (e) as stated above without Land Use Commission approval.

PART 5. The variances and waivers in Part 4 are conditioned on implementation and compliance with the following environmental controls during the construction phase of the development. A site plan or building permit may not be approved, released, or issued if the development is not in compliance with the following:

- (1) Comply with current Environmental Criteria Manual (ECM) requirements for construction phase temporary erosion and sedimentation controls.
- (2) Install rough cut of water quality ponds before any other grading, except grading necessary to create the ponds, and grade so that all disturbed areas drain to these ponds.
- (3) Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
- (4) Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than 1 foot.
- (5) Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
- (6) Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.
- (7) Apply mulch or similar cover on all disturbed areas as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (8) For disturbed areas on slopes greater than 15% apply hydromulch with fiber reinforced matrix as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (9) Apply permanent revegetation using hydromulch with fiber reinforced matrix within 7 days of final grading.
- (10) Comply with current erosion hazard zone code and criteria.
- (11) All construction phase controls must be inspected at least every 7 days and within 24 hours of each rainfall event of ½" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control (CPESC) inspector employed by the Owner, not the construction contractor. Inspector should provide a written report

with recommendations to the general contractor and Owner and such report must be made available to the City upon request.

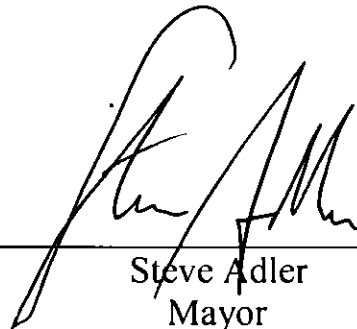
- (12) Grading shall be phased to limit disturbed areas with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- (13) Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark.
- (14) Mechanical equipment must be located at ground level or within buildings to reduce visibility and noise.
- (15) Comply with the requirements in 25-8-281 (Critical Environmental Features) and 25-8-282 (Wetland Protection) and provide critical environmental feature buffers as shown in **Exhibit "2"**.

PART 6. This ordinance takes effect on November 21, 2016.

PASSED AND APPROVED

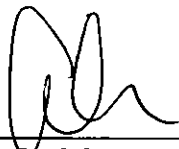
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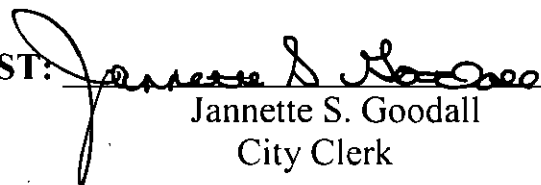
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT 1
THE FIRST AMENDMENT TO THE COMPROMISE
SETTLEMENT AGREEMENT

**FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT
AGREEMENT REGARDING CHAMPIONS TRACT 3**

This First Amendment to the Compromise Settlement Agreement (the "**First Amendment**") is made and entered into by and between Champion Assets, Ltd., a Texas limited partnership; Champion-Meier Assets, Ltd., a Texas limited partnership; and Champion Legacy Partners, L.P., a Texas limited partnership, successors to Josie Ellen Champion, Juanita Champion Meier and, Mary Margaret Champion Roberson (the "**Champions**"), and the City of Austin (the "**City**") for the purposes and on the terms specified herein and operates in conjunction with the Compromise Settlement Agreement (the "**Original Agreement**"), effective July 11, 1996.

RECITALS

WHEREAS, the City approved an ordinance adopting the Original Agreement between the Champions and the City on June 13, 1996; and

WHEREAS, the Champions seek approval to zone for multi-family use 32.262 acres of land being a portion of the land referred to in the Original Agreement as Tract 3, located at 6409 City Park Road, and described as Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas ("**Tract 3**"); and

WHEREAS, the Champions are the owners of Tract 3; and

WHEREAS, the Champions seek variances to City environmental regulations and site development regulations applicable to Tract 3; and

WHEREAS, the Champions are willing to place restrictions on Tract 3 included in this First Amendment and a Restrictive Covenant of even date; and

WHEREAS, in accordance with Paragraph 7 of the Original Agreement, the City and the Champions are executing this First Amendment and a Restrictive Covenant to amend the provisions regarding site development and use of Tract 3;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained in this First Amendment, Owner and the City agree as follows:

TERMS OF AMENDMENT

I. The Original Agreement is amended to add a new Section 13 to read:

13. The Champions have executed and delivered to the City a Restrictive Covenant in the form attached and incorporated herein as **Exhibit A**. The Restrictive Covenant restricts development activity within a portion of Tract 3 more particularly described in the attached and incorporated **Exhibit B** (the "**Undeveloped Property**").

II. Section 2 c of the Original Agreement is amended to delete reference to Tract 3.

III. The Original Agreement is amended to add a new Section 2 g to read:

g. During the term of this Agreement, the modifications to City regulations and the conditions established for the modifications listed in this subsection apply to the initial multi-family development on Tract 3. The modifications do not apply to any subsequent development or redevelopment of Tract 3.

1. Modifications to Lake Austin watershed regulations (Ordinance No. 840301-F).

A. Impervious cover modifications.

1) Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.

2) Section 9-10-383 (*Multi-Family Residential Development*), subsections (a) (2) and (3) are modified to allow 2.32 acres of impervious cover on slopes of 15-25% gradient and .90 acres of impervious cover on slopes of 25-35%.

3) In no case may impervious cover on Tract 3 exceed 5.49 acres.

B. Cut and fill modifications. Section 9-10-409 (*Cut and Fill*), subsections (a) and (b) are modified to allow:

1) a maximum 34,848 square feet of cut greater than 4 feet, but less than 12 feet,

2) a maximum 17,424 square feet of cut greater than 12 feet, but less than 20 feet,

3) a maximum 2,613.60 square feet of cut greater than 20 feet, but less than 24 feet,

4) a maximum 217.80 square feet of cut greater than 24 feet, but less than 28 feet,

5) a maximum 79,932.60 square feet of fill greater than 4 feet, but less than 12 feet,

6) a maximum 20,037.60 square feet of fill greater than 12 feet, but less than 20 feet.

2. Modifications to Hill Country Roadway regulations. (City Code Chapter 25-2, subchapter C, Articles 9 and 11).

A. Section 25-2-1023 (*Roadway Vegetative Buffer*), subsection (D) (2) is modified to allow a building to be placed within 10 feet of a dedicated drainage easement.

B. Section 25-2-1123 (*Construction on Slopes*), subsections (B) (1), (B) (2), (C), and (D) are modified to allow:

- 1) additional construction methods beyond pier & beam,
- 2) the placement of walls lower than the finish floor elevation for the garage,
- 3) structural excavation down gradient of 15% slopes to exceed 8 feet (up to 34 feet), and
- 4) 8 foot tall terraced walls.

C. Section 25-2-1124 (*Building Height*), subsection (A) (1) is modified to allow a 53 foot building at 135 feet from FM 2222 without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129.

D. Section 25-2-1128 (B)(2) (*Development Bonuses*) is modified to allow the following without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129:

- 1) an increase in the building height in the low intensity zone from 28 feet to 40 feet; and
- 2) an increase in the building height in the moderate intensity zone from 40 feet to 53 feet.

3. The modifications listed in subsection g 1 and 2 of this Agreement are conditioned on implementation and compliance with the environmental controls listed in this subsection during the construction phase. A site plan or building permit may not be approved, released, or issued if the development is not in compliance with the following:

- 1) Comply with current Environmental Criteria Manual (ECM) requirements for construction phase temporary erosion and sedimentation controls.
- 2) Install rough cut of water quality ponds before any other grading and grade so that all disturbed areas drain to these ponds:

- 3) Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
- 4) Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than 1 foot.
- 5) Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
- 6) Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.
- 7) Apply mulch or similar cover on all disturbed areas as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- 8) For disturbed areas on slopes greater than 15% apply hydromulch with fiber reinforced matrix as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- 9) Apply permanent revegetation using hydromulch with fiber reinforced matrix within 7 days of final grading.
- 10) Comply with current erosion hazard zone code and criteria.
- 11) All construction phase controls must be inspected at least every 7 days and within 24 hours of each rainfall event of ½" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control (CPESC) inspector employed by the Owner, not the construction contractor. Inspector should provide a written report with recommendations to the general contractor and Owner and such report must be made available to the City upon request.
- 12) Grading should be phased with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- 13) Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark and there should be no fill inside the tributary. A complete span from high water mark to high water mark is preferred, however, a single support is allowed within the channel.

14) Mechanical equipment must be located at ground level or within buildings to reduce visibility and noise.

15) Comply with the requirements in 25-8-281 (Critical Environmental Features) and 25-8-282 (Wetland Protection) and provide critical environmental feature buffers as shown in **Exhibit C**.

IV. Miscellaneous Provisions

- A. **Designation of Department or Official.** Designation by this Agreement of a particular City department, director, official, or commission includes any other City department, director, official, or commission to which the City's duties or responsibilities may be assigned under this First Amendment.
- B. **Designation of City Codes.** Designation of a city code chapter or section includes any successor or replacement code section or chapter.
- C. **Binding.** This Agreement will be binding upon the heirs, representatives, successors and assigns of each of the parties to this First Amendment.
- D. **Effective Date.** The effective date of this Agreement will be the latest date that both parties have signed and executed this First Amendment.
- E. **Applicable Law and Venue.** The construction and validity of this First Amendment shall be governed by the laws of the State of Texas. This First Amendment is performable in Travis County, Texas.
- F. **No Party To Be Deemed Drafter.** Owner and the City have both had the opportunity to have legal counsel examine this First Amendment. Accordingly, this First Amendment will not be interpreted for or against either party due solely to the fact that one party was the principal author of this First Amendment.
- G. **Term; Termination.** This First Amendment shall be effective as of the date signed by all parties and shall terminate upon completion of the initial Multi-family development, or ten years after the effective date, whichever is sooner. Notwithstanding the foregoing, the restrictive covenant will survive expiration of the contract.
- H. **Filing.** This First Amendment shall be filed of record.
- I. **Authority.** The parties warrant that they have authority to execute this First Amendment.
- J. **Assignment of Owner Rights.** Owner may assign in whole or part its rights and obligations under this First Amendment to persons purchasing all or part of the Property.
- K. **Ratification of Original Agreement.** Any and all terms and provisions of the Original Agreement shall, except as and to the extent expressly amended and modified by this First Amendment, remain in full force and effect.

- L. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

EXECUTED to be effective the ____ day of _____, 2016

[signatures on next page]

Champion Assets, Ltd., a Texas limited partnership

By: The Champion Management Trust, its
General Partner

By: _____
Josie Ellen Champion
Trustee

Champion-Meier Assets, Ltd., a Texas limited partnership

By: Champion Meier Management Trust, its
General Partner

By: _____
Alma Juanita Champion Meier
Trustee

Champion Legacy Partners, L.P., a Texas limited
partnership

By: Champion Heritage Enterprises, LLC, a
Texas limited liability company, its General
Partner

By: _____
Print name: _____
Print title: _____

CITY OF AUSTIN

By: _____
Printed Name: _____
Its: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Josie Ellen Champion, Trustee of The Champion Management Trust, General Partner of Champion Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Alma Juanita Champion Meier, Trustee of Champion Meier Management Trust, General Partner of Champion-Meier Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by _____, _____ of Champion Heritage Enterprises, LLC, a Texas limited liability company, General Partner of Champion Legacy Partners, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

Attached:
EXHIBIT A – the Restrictive Covenant
EXHIBIT B – the Legal Description for the Undeveloped Property
EXHIBIT C – the Critical Environmental Feature Buffers

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

**EXHIBIT A
THE RESTRICTIVE COVENANT**

RESTRICTIVE COVENANT

OWNER: Champion Assets, Ltd., a Texas limited partnership;
Champion-Meier Assets, Ltd., a Texas limited partnership;
Champion Legacy Partners, L.P., a Texas limited partnership

PROPERTY ADDRESS: 6409 City Park Road, Austin, Texas 78702

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

PROPERTY: Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas (the "Property"),

WHEREAS, Owner (the "Owner", whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

WHEREAS, Owner and the City of Austin have agreed to amend the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County and execute the First Amendment to the Compromise Settlement Agreement;

NOW, THEREFORE, it is declared that Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on Owner of the Property, their heirs, successors, and assigns.

1. Owner agrees not to construct any improvements or allow any development, other than for unimproved hiking trails less than 3 feet in width, wildfire management, or security concerns, on the portion of the Property described by metes and bounds in Exhibit "A" attached and incorporated into this covenant, provided that such allowed improvements or development comply with the City Code requirements in effect at the time of application. Such activities are limited to removal of brush and trees smaller than 8 inches in diameter.
2. Impervious cover on Tract 3 may not, under any circumstance, exceed 5.49 acres.
3. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such

person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.

3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may be modified, amended, or terminated only by joint action of both a majority of the members of the City Council of the City of Austin, and the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2016.

[signatures on next page]

Champion Assets, Ltd., a Texas limited partnership

By: The Champion Management Trust, its
General Partner

By: _____
Josie Ellen Champion
Trustee

Champion-Meier Assets, Ltd., a Texas limited partnership

By: Champion Meier Management Trust, its
General Partner

By: _____
Alma Juanita Champion Meier
Trustee

Champion Legacy Partners, L.P., a Texas limited
partnership

By: Champion Heritage Enterprises, LLC, a
Texas limited liability company, its General
Partner

By: _____
Print name: _____
Print title: _____

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Josie Ellen Champion, Trustee of The Champion Management Trust, General Partner of Champion Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Alma Juanita Champion Meier, Trustee of Champion Meier Management Trust, General Partner of Champion-Meier Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by _____ of Champion Heritage Enterprises, LLC, a Texas limited liability company, General Partner of Champion Legacy Partners, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

EXHIBIT B
LEGAL DESCRIPTION FOR THE UNDEVELOPED PROPERTY



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " ____ "

**PORTION OF LOT 1, BLOCK A,
CHAMPION CITY PARK EAST SUBDIVISION**

30.071 ACRES

JAMES JETT SURVEY NO. 1, ABSTRACT NO. 437

CITY OF AUSTIN FULL PURPOSE LIMITS, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 30.071 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found in the southwest right-of-way line of R.M. 2222 (right-of-way width varies), being the easternmost corner of said Lot 1, being also an angle point in the northeast line of Lot 2, Shepherd Mountain Phase One, a subdivision of record in Volume 83, Pages 200A-200B of the Plat Records of Travis County, Texas;

THENCE with the southwest line of said Lot 1, the northeast line of said Lot 2 and the northeast line of Block B, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas, the following six (6) courses and distances:

1. North 62°31'47" West, a distance of 1852.62 feet to a 1/2" rebar found;
2. North 62°33'18" West, a distance of 180.16 feet to a 1/2" rebar found;
3. North 62°29'53" West, a distance of 172.97 feet to a 1/2" rebar found;
4. North 62°31'03" West, a distance of 307.12 feet to a 1/2" rebar found;
5. North 62°21'57" West, a distance of 220.31 feet to a 1/2" rebar found;
6. North 62°22'35" West, a distance of 137.31 feet to a mag nail with "Chaparral" washer set for an angle point in the southeast right-of-way line of City Park Road (right-of-way width varies), being the westernmost corner of said Lot 1;

THENCE North 37°40'26" East with the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, a distance of 310.01 feet to a calculated point, from which a 1/2" rebar with "Chaparral" cap found in the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, bears North 37°40'26" East, a distance of 42.25 feet;

THENCE crossing said Lot 1, the following seven (7) courses and distances:

1. South 39°42'47" East, a distance of 362.04 feet to a calculated point;
2. North 50°17'13" East, a distance of 377.11 feet to a calculated point;
3. South 61°55'29" East, a distance of 172.35 feet to a calculated point;
4. South 28°00'15" East, a distance of 127.03 feet to a calculated point;
5. South 80°32'48" East, a distance of 299.33 feet to a calculated point;
6. North 61°59'45" East, a distance of 196.58 feet to a calculated point;
7. North 21°08'43" East, a distance of 281.69 feet to a calculated point in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, from which a TXDOT type II disk found in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, bears North 28°12'39" West, a distance of 256.85 feet;

THENCE with the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, the following eight (8) courses and distances:

1. South 28°12'39" East, a distance of 251.22 feet to a TXDOT type II disk found;
2. With a curve to the left, having a radius of 2984.79 feet, a delta angle of 11°42'31", an arc length of 609.95 feet, and a chord which bears South 34°03'51" East, a distance of 608.89 feet to a TXDOT type II disk found;
3. South 39°54'05" East, a distance of 420.62 feet to a TXDOT type II disk found;
4. South 53°27'25" West, a distance of 49.50 feet to a TXDOT type II disk found;
5. South 36°27'24" East, a distance of 208.76 feet to a TXDOT type II disk found;
6. North 52°37'20" East, a distance of 62.31 feet to a TXDOT type II disk found;
7. South 39°52'38" East, a distance of 249.41 feet to a TXDOT type II disk found;

8. South 06°56'39" East, a distance of 247.90 feet to the **POINT OF BEGINNING**, containing 30.071 acres of land, more or less.

Surveyed on the ground on September 8, 2015

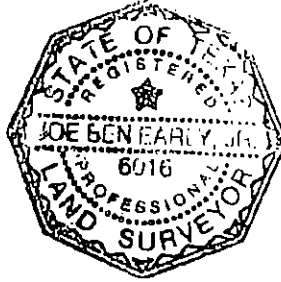
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 586-002-30.071AC.



9/26/16

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
TBPLS Firm No. 10124500



REFERENCES

- TCAD Property ID #: 564848
- Austin Grid Map F30

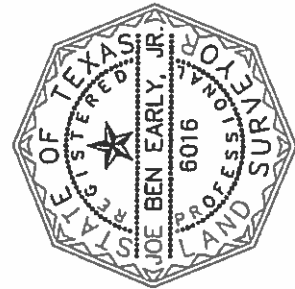
SKETCH TO ACCOMPANY A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°31'47"W	1852.62'
L2	N62°33'18"W	180.16'
L3	N62°29'53"W	172.97'
L4	N62°31'03"W	307.12'
L5	N62°21'57"W	220.31'
L6	N62°22'35"W	137.31'
L7	N37°40'26"E	310.01'
L8	S39°42'47"E	362.04'
L9	N50°17'13"E	377.11'
L10	S61°55'29"E	172.35'
L11	S28°00'15"E	127.03'
L12	S80°32'48"E	299.33'
L13	N61°59'45"E	196.58'
L14	N21°08'43"E	281.69'
L15	S28°12'39"E	251.22'
L16	S39°54'05"E	420.62'
L17	S53°27'25"W	49.50'
L18	S36°27'24"E	208.76'
L19	N52°37'20"E	62.31'
L20	S39°52'38"E	249.41'
L21	S06°56'39"E	247.90'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	2984.79'	11°42'31"	609.95'	S34°03'51"E	608.89'

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- CH 1/2" REBAR WITH "CHAPARRAL BOUNDARY" CAP FOUND
- ⊙ TxDOT TYPE II DISK FOUND
- ⊙ FENCE POST FOUND
- △ MAG NAIL WITH "CHAPARRAL" WASHER FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION



[Signature]
9/26/16

DATE OF SURVEY: 9/8/15
PLOT DATE: 9/26/16
DRAWING NO.: 586-002-30.071AC
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JBE
SHEET 1 OF 2

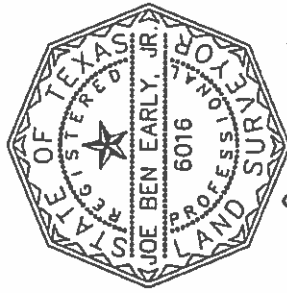
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 586-002-30.071AC

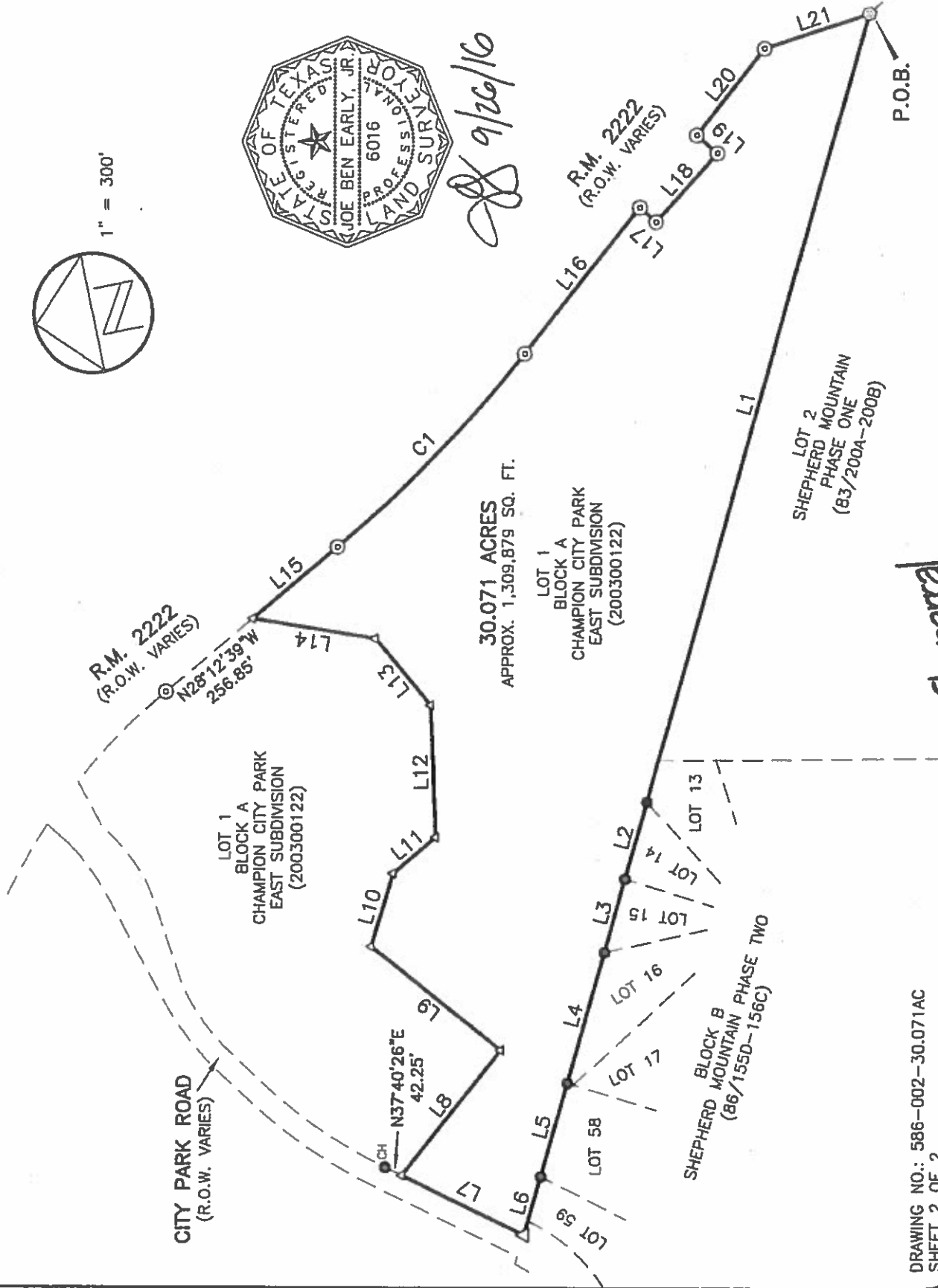
Chaparral



1" = 300'



9/26/16



Chaparral

DRAWING NO.: 586-002-30.071AC
SHEET 2 OF 2

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

**EXHIBIT C
CEF/WETLAND BUFFERS**

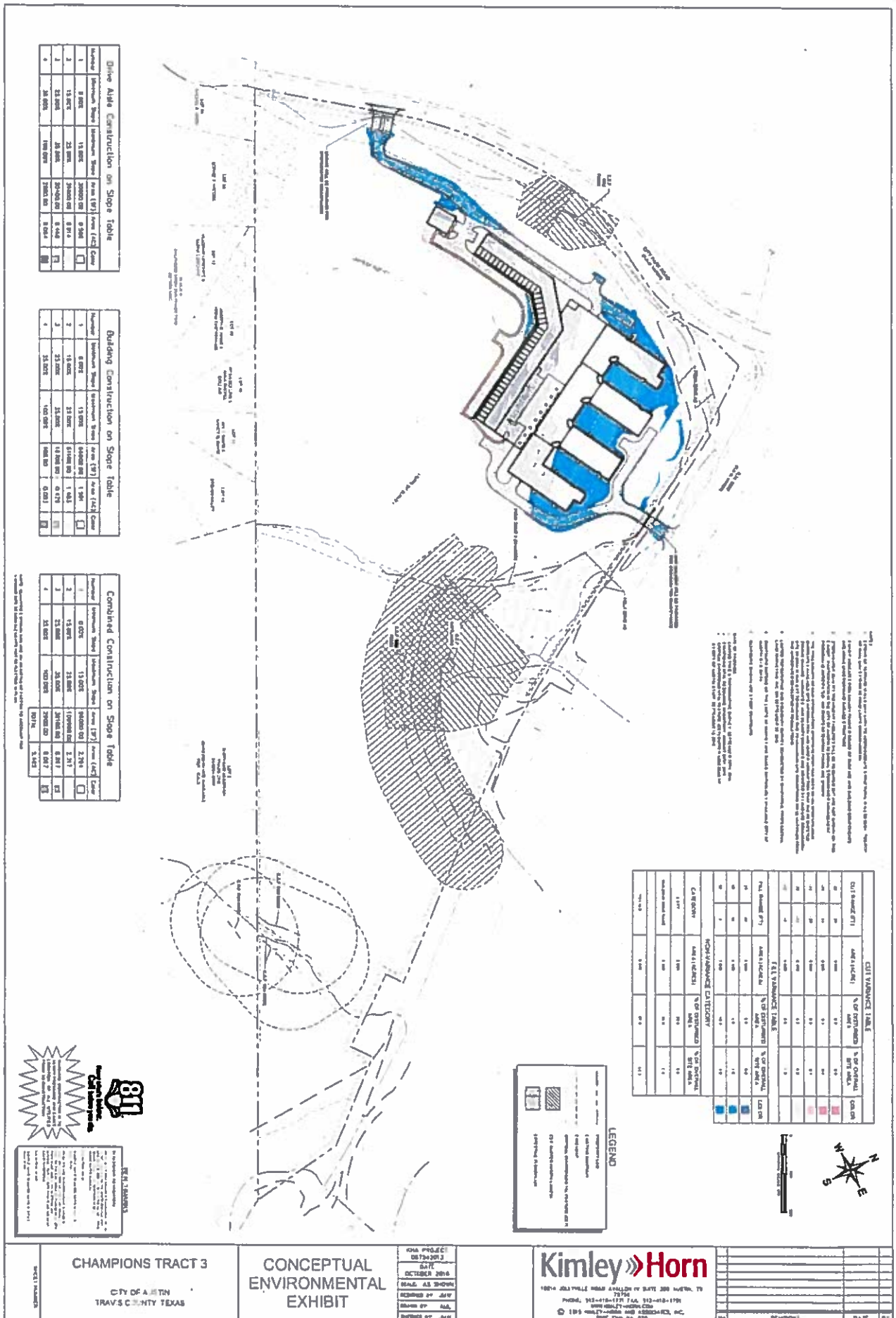


EXHIBIT 2
CEF/WETLAND BUFFERS

ORDINANCE NO. 20161110-043

AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 6409 CITY PARK ROAD FROM GENERAL OFFICE-CONDITIONAL OVERLAY (GO-CO) COMBINING DISTRICT TO MULTIFAMILY RESIDENCE MODERATE-HIGH DENSITY-CONDITIONAL OVERLAY (MF-4-CO) COMBINING DISTRICT.

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

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from general office-conditional overlay (GO-CO) combining district to multifamily residence moderate-high density-conditional overlay (MF-4-CO) combining district on the property described in Zoning Case No. C14-2015-0160, on file at the Planning and Zoning Department, as follows:

32.262 acres of land being a portion of Lot 1, Block A, Champions City Park East Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, said acreage being more particularly described by metes and bounds in Exhibit "A" incorporated into this ordinance (the "Property"),

locally known as 6409 City Park Road in the City of Austin, Travis County, Texas, generally identified in the map attached as Exhibit "B".

PART 2. The Property within the boundaries of the conditional overlay combining district established by this ordinance is subject to the following conditions:

- A. The maximum height of a building or structure on the Property shall not exceed 53 feet.
- B. Development of the Property shall not exceed 325 residential units.
- C. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds 2,100 trips per day.

PART 3. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with

all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Kimley-Horn, dated April 20, 2016, or as amended and approved by the Director of the Development Services Department. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum ("memorandum") dated June 6, 2016. The TIA shall be kept on file at the Development Services Department.


Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the multifamily residence moderate-high density (MF-4) district and other applicable requirements of the City Code.

PART 4. This ordinance takes effect on November 21, 2016.

PASSED AND APPROVED

_____, November 10, 2016

§
§
§ Kathryne B. Joo for
Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney

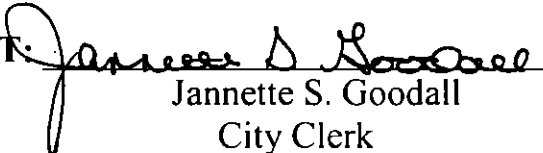
ATTEST: 
Jannette S. Goodall
City Clerk

EXHIBIT A
LEGAL DESCRIPTION
32.262 ACRES
OF LAND

32.262 acres of land being a portion of Lot 1, Block A, Champions City Park East Subdivision, according to the map or plat thereof recorded in Document Number 200300122, Official Public Records of Travis County, Texas; said 32.262 acres being more particularly described as follows:

BEGINNING, at a point marking the intersection of the southwesterly right of way line of F.M. 2222 North with the southeasterly right of way line of City Park Road;

THENCE, along the southwesterly right of way line of F.M. 2222 North, the following courses:

Southeasterly, along the arc of a curve to the right having a radius of 1407.89 feet, a central angle of 11deg 40' 47", an arc length of 287.00 feet and a chord bearing: S 34deg 04' 07" E, 286.50 feet, to a point;

South 28deg 13' 43" East, a distance of 508.09 feet, to a point;

Southeasterly, along the arc of a curve to the left having a radius of 2984.79 feet, a central angle of 11deg 42' 31", an arc length of 609.96 feet and a chord bearing: S 34deg 04' 59" E, 608.90 feet, to a point;

South 39deg 55' 09" East, a distance of 420.82 feet, to a point;

South 53deg 25' 39" West, a distance of 49.48 feet, to a point;

South 36deg 29' 05" East, a distance of 208.70 feet, to a point;

North 52deg 35' 24" East, a distance of 62.31 feet, to a point;

South 39deg 54' 50" East, a distance of 245.53 feet, to a point;

THENCE, leaving the southwesterly right of way line of F.M. 2222 North and crossing said Lot 1, Block A, 205.00 feet northeasterly of and parallel to the southwesterly line of said Lot 1, Block A, the following courses:

North 62deg 34' 50" West, a distance of 1709.00 feet, to a point;

North 62deg 34' 04" West, a distance of 180.07 feet, to a point;

North 62deg 32' 18" West, a distance of 172.85 feet, to a point;

North 62deg 33' 14" West, a distance of 306.93 feet, to a point;

North 62deg 23' 41" West, a distance of 321.17 feet, to a point located in the southeasterly right of way line of City Park Road;

THENCE, along the southeasterly right of way line of said City Park Road, the following courses:

North 37deg 39' 20" East, a distance of 143.99 feet, to a point;

Northeasterly, along the arc of a curve to the right having a radius of 1127.47 feet, a central angle of 16deg 54' 28", an arc length of 332.71 feet and a chord bearing: N 46deg 06' 34" E, 331.50 feet, to a point;

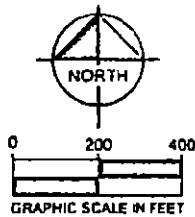
North 54deg 33' 46" East, a distance of 94.96 feet, to a point;
Northeasterly, along the arc of a curve to the right having a radius of 578.11 feet, a central angle of 10deg 21' 53", an arc length of 104.58 feet and a chord bearing: N 59deg 44' 43" E, 104.44 feet, to a point;
Northeasterly, along the arc of a curve to the right having a radius of 381.97 feet, a central angle of 18deg 25' 39", an arc length of 122.85 feet and a chord bearing: N 74deg 08' 29" E, 122.32 feet, to a point;
North 83deg 21' 22" East, a distance of 166.43 feet, to a point;
Northeasterly, along the arc of a curve to the left having a radius of 381.97 feet, a central angle of 25deg 50' 10", an arc length of 172.24 feet and a chord bearing: N 70deg 26' 17" E, 170.78 feet, to a point;
North 57deg 31' 15" East, a distance of 46.55 feet, to a point;
North 72deg 29' 31" East, a distance of 111.26 feet, to the **POINT OF BEGINNING** and containing 32.262 acres (1,405,322 square feet) of land, more or less.

No boundary survey was performed. Basis of Bearings is the plat of Champions City Park East Subdivision, according to the map or plat thereof recorded in Document Number 200300122, Official Public Records of Travis County, Texas;

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

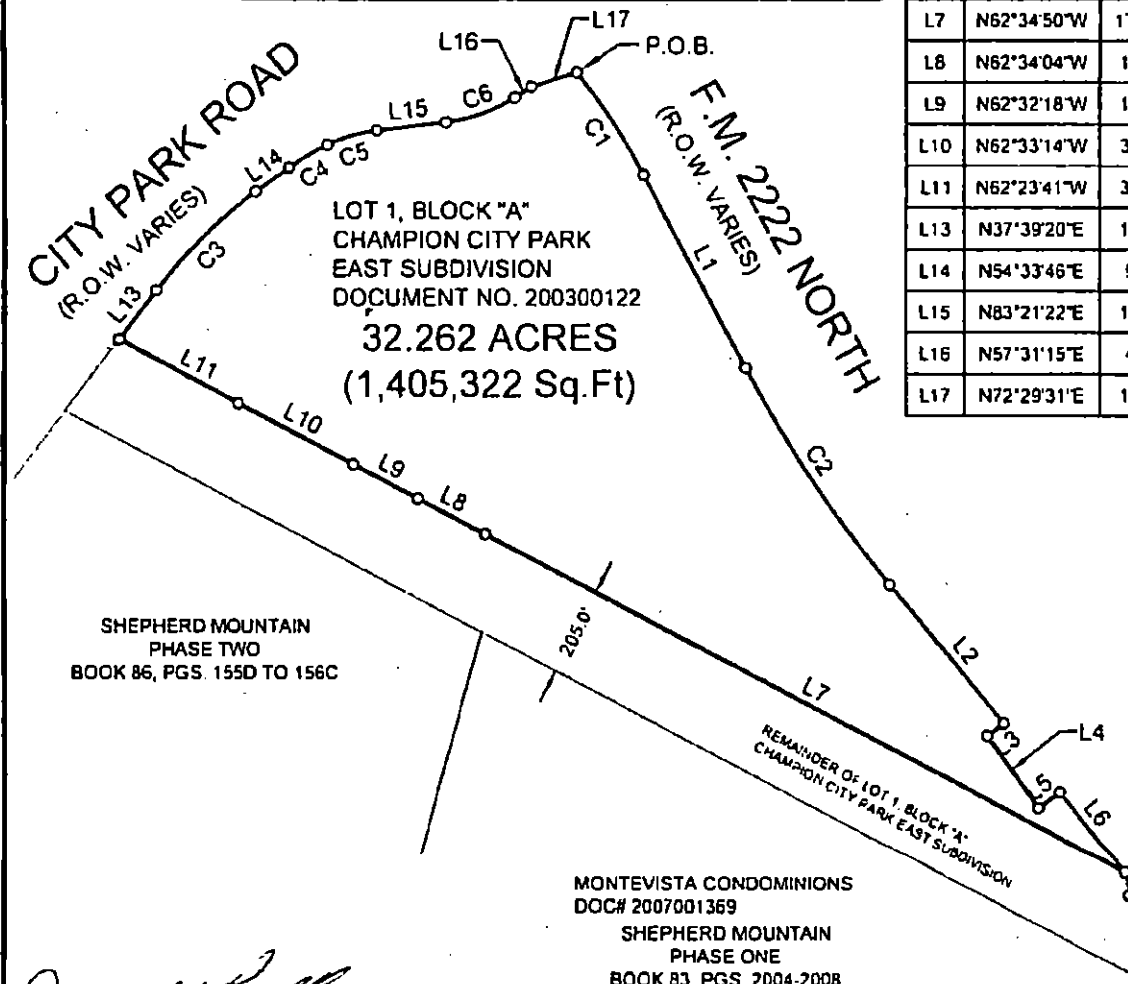
James W. Russell
Registered Professional Land Surveyor No. 4230
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
jim.russell@kimley-horn.com
TBPLS Firm No. 10193973





CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	11°40'47"	1407.89'	287.00'	S34°04'07"E	286.50'
C2	11°42'31"	2984.79'	609.96'	S34°04'59"E	608.90'
C3	16°54'28"	1127.47'	332.71'	N46°06'34"E	331.50'
C4	10°21'53"	578.11'	104.58'	N59°44'43"E	104.44'
C5	18°25'39"	381.97'	122.85'	N74°08'29"E	122.32'
C6	25°50'10"	381.97'	172.24'	N70°26'17"E	170.78'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S28°13'43"E	508.09'
L2	S39°55'09"E	420.82'
L3	S53°25'39"W	49.48'
L4	S36°29'05"E	208.70'
L5	N52°35'24"E	62.31'
L6	S39°54'50"E	245.53'
L7	N62°34'50"W	1709.00'
L8	N62°34'04"W	180.07'
L9	N62°32'18"W	172.85'
L10	N62°33'14"W	306.93'
L11	N62°23'41"W	321.17'
L13	N37°39'20"E	143.99'
L14	N54°33'46"E	94.96'
L15	N83°21'22"E	166.43'
L16	N57°31'15"E	46.55'
L17	N72°29'31"E	111.26'



James W. Russell
11/8/14

JAMES W. RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4230
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
jim.russell@kimley-horn.com



MONTEVISTA CONDOMINIUMS
DOC# 2007001369
SHEPHERD MOUNTAIN
PHASE ONE
BOOK 83, PGS. 2004-2008

EXHIBIT "B"

Kimley»Horn

601 NW Loop 410 Suite 350
San Antonio, Texas 78216

FIRM # 10103273

Tel No (210) 541-9166
www.kimley-horn.com

Scale
1" = 400'

Drawn by
MAV

Checked by
JWR

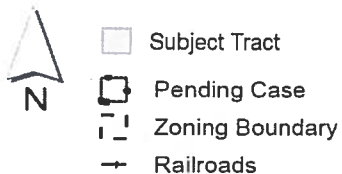
Date
02/04/2015

Project No.
061242000

Sheet No.
2 OF 2

VILLARREAL, MIGUEL 11/7/2016 2:56 PM K:\SNA_SURVEY\061242000-CHAMPIONS CITY PARK\DWG\GCSOS-RE-ZONING EXHIBIT DWG

EXHIBIT B



ZONING
ZONING CASE#: C14-2015-0160



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Created 11/10/16