

Exhibit B

**CONSENT AGREEMENT BY AND AMONG
THE CITY OF AUSTIN, TEXAS,
ONION CREEK METRO PARK DISTRICT,
AND AUSTIN GOODNIGHT RANCH LP**

This **CONSENT AGREEMENT** ("Consent Agreement"), effective as of the Effective Date, is made by and among **THE CITY OF AUSTIN, TEXAS**, a home rule municipality located in Travis, Hays and Williamson Counties of the State of Texas (the "City"); **ONION CREEK METRO PARK DISTRICT**, a political subdivision of the State of Texas created by the Legislature under the authority of Article 16, Section 59, and Article 3, Sections 52 and 52-a of the Texas Constitution (the "District") once it is confirmed at a confirmation election; and **AUSTIN GOODNIGHT RANCH LP**, (the "Developer").

RECITALS

WHEREAS, the District was created by SB 1872, 83rd Legislative Session, codified as Chapter 3924, Special District Local Laws Code (the "Enabling Legislation"), and a copy of the enrolled bill is attached to this Agreement as **Exhibit "A"**, which identifies the land within the district; and

WHEREAS, the District was created by the Enabling Legislation, its authority to organize and operate is subject to the consent of the City, and it is the intention of the parties that the City will adopt an ordinance granting its consent to the creation of the District (the "Consent Ordinance") simultaneously with approval of this Consent Agreement; and

WHEREAS, the District will be an in-city district and the Parties acknowledge that the District residents are also City residents and the District property tax imposed on and paid by the residents supplements the base funding that will continue to be provided by the City for park and recreation improvements in the District and ensures the premier quality of said improvements; and

WHEREAS, the District is located adjacent to the City's approximately 555 acre Onion Creek Metro Park and Greenbelt Corridors (as defined in this Consent Agreement and referred to herein as "OCMPGC") and the Parties have determined that such proximity is a benefit to the future residents of the District; and

WHEREAS, the Developer intends to construct the In-District Improvements (as defined in this Agreement) and upon completion and acceptance by the District, to

convey them to the District in exchange for the District's commitment to operate and maintain the In-District Improvements; and

WHEREAS, the Parties acknowledge that the City's development of park and recreation improvements inside OCMPGC will occur in phases, to be determined by agreement among the Parties and limited by the lawfully available financial resources of the City and the District and the terms and conditions of this Consent Agreement; and

WHEREAS, the Developer intends to propose that the District impose an ad valorem property tax sufficient to fund the costs of the administration and operation of the District (including the maintenance and operation of the In-District Improvements), reimbursement of the Developer pursuant to the terms of a DFA (defined below) between the District and the Developer, and the maintenance and operation of the OCMPGC Improvements per the terms of this Consent Agreement, and, to the extent allowed by law, the District intends to implement such proposal upon an affirmative vote of its Board of Directors; and

WHEREAS, the Parties intend that the Developer will pre-finance all costs for the Austin Parks Foundation (the "APF") to create a Master Park Plan for the OCMPGC and all costs of the In-District Improvements, for which the Developer will be reimbursed by the District pursuant to the DFA to the extent allowed by law; and

WHEREAS, the Parties desire the Council to consider putting before the voters of the City a ballot proposition that the City shall issue General Obligation Bonds for park purposes to be used within OCMPGC when deemed feasible, or for Council to take such other actions as it deems reasonable to dedicate funds to OCMPGC projects in the future; and

WHEREAS, the City, the District, and the Developer have determined that it is in their best interests to enter into this Consent Agreement with one another to provide for certainty with regard to the benefits to be provided to the land within the District and to the City and to ensure efficient and effective implementation of park development within the boundaries of the District for the benefit of the present and future residents and the public at large;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Consent Agreement, the City, the Developer, and the District agree as follows:

ARTICLE I
DEFINITIONS

The terms "City," "Consent Agreement", "Developer," "District," and "Enabling Legislation" have the meanings set forth in the preamble of this Consent Agreement, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise.

"Austin Parks Foundation" ("APF") means the 501 (c) (3) organization that has partnered with the Developer and PARD to facilitate the efficient planning and design of the Master Park Plan.

"Base Park Improvement" means the "Great Lawn," a 50 acre park improvement in the OCMPGC to be constructed and installed by the City, comprised of a fifty space parking lot, 30 acres of irrigated lands and 20 acres of non-irrigated lands if depicted in the Master Park Plan.

"Base Park Payment" means an annual payment not to exceed \$160,000, in the form of a Grant, which is the estimated annual cost of operation and maintenance of the Base Park Improvement. "Board" means the duly qualified and acting Board of Directors of the District.

"Bonds" means the bonds, notes, and other indebtedness issued by the District in compliance with this Consent Agreement.

"City Bonds" means the bonds, notes and other indebtedness issued by the City in furtherance of this Consent Agreement.

"Council" means the governing body of the City of Austin.

"Commission" or "TCEQ" means the Texas Commission on Environmental Quality, and any state agency succeeding to its jurisdiction.

"Confirmation and Tax and Bond Election" means the election called by the temporary Board of Directors named in the Enabling Legislation to present propositions to the voters in the District as set forth in this Consent Agreement.

"Consent Ordinance" means the ordinance or resolution the City Council adopts to grant its consent to the creation of the District and the inclusion of the Developer's land within the District, as provided for in the Enabling Legislation.

"Developer Financing Agreement," referred to in this Consent Agreement as "the DFA," means an agreement between the District and a developer within the District, including the Developer.

“Effective Date” means the latest date of the execution of this Consent Agreement by the Parties, except that the Consent Agreement shall be effective as to the City and the Developer on the last date of their executions; the Effective Date as to the District shall be the date its government body executes the Consent Agreement.

“Force Majeure” means circumstances which are beyond the reasonable control of the applicable party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, major flooding or tornadoes] labor action, strikes or similar acts.

“Grant” means certain payments by the District to the City provided for in this Consent Agreement which shall be deposited into the City’s special revenue fund to be created and used only for the purposes described in this Consent Agreement and the Grant documents.

“In-District Improvements” means the parks and recreational facilities and improvements to be generally located as shown on **Exhibit “B”**. “Level One Maintenance” means maintenance associated with high traffic areas that have amenities that require significant staff time and attention. These areas are serviced at least once a day if not more often. Staff resources are spent on irrigation, general repairs, mowing, planting beds, trails, bathrooms and trash removal. City-prepared description of maintenance standards is reflected in **Exhibit “C”**.

“Master Park Plan” means the plan prepared by a design professional through a vetting selection performed by the APF pursuant to a contract between the APF and the Developer that will include a “Vision Plan” and a final Master Plan for development of OCMPGC, as illustrated in drawings that are or will be attached to this Agreement as **Exhibit “D”**. The term does not include surveys, architectural design, engineering design, or construction.

“Notice to Purchasers” means the Notice required in Section 49.452, Texas Water Code, intended to notify prospective District landowners of the facts associated with buying land within a taxing district, the form of which is attached to this Consent Agreement as **Exhibit “E”**. **Exhibit “E-1”** is the “plain speak” Notice to Purchasers. **Exhibit “E-2”** is the “plain speak” Notice to Purchasers translated into Spanish.

“Onion Creek Metro Park and Greenbelt Corridors,” referred to in this Consent Agreement as “OCMPGC,” means the land comprising approximately 555 acres as shown in the City’s maps entitled Onion Creek Metro Park and Greenbelt Corridors, located south of William Cannon Drive, east of IH-35, west of Salt Springs Road, south of East William Cannon Drive, and north of the District and Nuckols Crossing Road.

“OCMPGC Improvements” means the parks and recreational improvements constructed by the City within the OCMPGC.

“PARD” means the Parks and Recreation Department of the City of Austin.

“PARD Director” means the Director of PARD or her designee.

“Parties” means the City, the District and the Developer.

“Passageway” means any structure enabling the non-vehicular crossing of a thoroughfare that may be established in lieu of an underpass to provide access between the OCMPGC and property within the District’s boundaries.

“Pond” means a drainage and/or water quality pond required by the City that may serve recreation uses only as allowed by City Code and as regulated by the Texas Water Code.

“Reclaimed Water” means reclaimed domestic or municipal wastewater that has been treated to a quality suitable for certain purposes including landscape irrigation as allowed by applicable law including 30 TAC Chapter 210, and the City Code.

“Underpass” means any underground by-ways that travel north and south under Slaughter Lane and provide access between the OCMPGC and the lands within the District, eliminating the need to cross the surface of Slaughter Lane.

ARTICLE II CONSENT TO CREATION OF DISTRICT

Section 2.01. Consent. The City consents to the creation of the District.

Section 2.02. Consent Conditions. The City consents to the creation of the District as required by the Enabling Legislation and conditions its consent upon the execution of this Consent Agreement by the District and the Developer evidencing their agreement to comply with the terms of the Enabling Legislation and with the terms of this Consent Agreement, to the extent allowed by law.

ARTICLE III AGREEMENTS IN ADVANCE OF DEVELOPMENT

Section 3.01. Notice to Purchasers. (a) The District will adopt a Notice to Purchasers as required by Section 49.452 of the Texas Water Code in a form substantially similar to Exhibit “E” in order to effectively notify persons prior to purchasing land within the District that:

- (i) ad valorem property taxes will be imposed by the District,

(ii) that such tax will be in addition to the tax imposed by the City,

(iii) that the District tax is expected, in part, to provide funds for planning, design, maintenance and operation, and phased construction, if, as, and when possible, of park and recreational facilities within the District and within the OCMPGC.

(b) In addition to the notice to purchasers required by Section 3.01(a) above, the District will promulgate and record in the Official Public Records of Travis County, Texas a supplemental "plain speak" notice in the form attached as **Exhibit "E-1."**

(c) The "plain speak" Notice to Purchasers shall be made available in both Spanish and English. The Developer may make the Notice to Purchasers required by the Texas Water Code available in Spanish and English, at its option.

Section 3.02. Master Park Plan. The Developer agrees to advance funding on behalf of the District to the APF to pay the cost of master planning the park and recreational facilities within the OCMPGC. The elements of the Master Park Plan are reflected in **Exhibit "F"**.

Section 3.03. In-District Improvements. The Developer intends to advance funding on behalf of the District to pay the costs of planning, design, and construction of public park improvements within the District, generally in the locations depicted on **Exhibit "B"**, including the Underpasses, a three-mile loop for hiking and biking, the trails along Slaughter Lane that provide access from the District to OCMPGC, the Pond and other open space areas within the southern portion of the development, and to convey such improvements to the District upon completion of construction and acceptance.

Section 3.04. Enabling Legislation Incorporated into Agreement. The provisions of the Enabling Legislation, attached to this Agreement as **Exhibit "A,"** are incorporated into and made a part of this Agreement for all purposes.

ARTICLE IV DISTRICT GOVERNANCE

Section 4.01. District Board of Directors. (a) The Enabling Legislation provides that the District is to be governed initially by a Board of seven appointed directors. This Article IV contains the procedures for appointing persons to the Board of Directors as vacancies occur in the slate of initial permanent directors named below:

1. Susan Roth
2. Greg Canally
3. Jeff Francell
4. Philip Koske

5. Tyler Zickert
6. Sara Partridge
7. Andrea Rado Hamilton

(b) The Parties agree to the following system of Board member appointment:

(1) Of the seven members of the Board named above, the City has nominated three persons (Places 1, 2 and 3 above), and the Developer, on behalf of the District, has nominated four persons (Places 4, 5, 6 and 7 above). With the adoption of this Consent Agreement by the City, the City appoints all seven of the initial permanent directors as members of the Board.

(2) Members of the Board shall serve four-year terms, except for the initial one year term required in the Enabling Legislation in order to establish terms that are staggered, as set forth below. No member shall serve more than two consecutive terms of four years each. All directors must meet the qualifications set forth in the Enabling Legislation and more particularly specified in the City's Ordinance No. 20140626-031. The City shall appoint the members of the Board according to the procedure it follows when it appoints other citizen members of City Boards and Commissions.

(3) As vacancies occur, the City shall nominate directors to replace Places 1, 2 and 3 above ("City Directors") and the District, after its execution of this Consent Agreement, shall nominate directors to replace Places 4, 5, 6 and 7 above ("District Directors"). Until the District executes this Consent Agreement, the Developer shall nominate directors to replace Places 4, 5, 6 and 7 above.

(4) Nomination and Appointment of City Directors. In nominating and appointing City Directors, the City will follow the procedure set forth in the City Code for appointments to a board with fewer than seven members. The City will make its appointments and provide notice setting forth the appointments to the Board within 60 days of receipt of notice that a vacancy exists among the Board appointments that are made by the City in this Consent Agreement.

(5) Nomination and Appointment of District Directors. In nominating District Directors, the District will follow the procedure set forth in Texas Water Code Section 49.105(a), and the City shall appoint the District's nominees by adopting a resolution setting forth the appointments to the Board within 60 days of receipt of the District's nomination(s).

(6) Notwithstanding Sections 4.01(b) (4) and (5) preceding, if a Board vacancy, whether a City Director or a District Director, has not been filled before the 61st day after the vacancy occurs, the remaining members of the Board may fill the

vacancy in accordance with Texas Water Code Section 49.105(a), provided that District Directors shall always constitute a majority of the Board.

(7) The Directors in Places 1, 3, 5 and 7 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and terminate on June 1, 2015.

(8) The terms of the Directors in Places 2, 4 and 6 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and terminate on June 1, 2017.

(9) At such time as 1500 homes are occupied within the District, the District Directors will identify one resident homeowner to serve as one of the four District Directors. At such time as 2000 homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the second of the four District Directors. At such time as 3000 homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the third of the four District Directors. At such time as 3500 homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the fourth of the four District Directors.

(10) The Board by resolution may change the number of voting directors on the Board if the Board determines that the change is in the best interest of the District and the City approves the change. In the event the Board elects to enlarge the Board, the Board shall notify PARD and the Developer of the need for additional nominations for Board members. The City must make additional appointments to fill such new positions on the Board as provided above. At no time may the Board consist of more City Directors than District Directors. The Board may not consist of fewer than seven nor more than 15 members and must be comprised of an uneven number.

(11) The PARD Director or his or her designee shall be an ex officio and non-voting member of the Board.

Section 4.02. District Information to be Provided to the City. The District will provide copies of the following documents to the City in care of the PARD Director:

(1) The Board's agenda for each meeting of the Board, concurrently with the posting of the agenda under the Open Meetings Act.

(2) The Board's minutes, no later than 15 days after approval of the minutes by the Board.

(3) The District's annual audit or financial dormancy affidavit and the annual budget and any budget amendments, no later than 30 days after approval by the Board.

Section 4.03. Service Agreements. The District may enter into service agreements.

(a) If the District desires to enter into a service agreement related to the operation or maintenance of OCMPGC Improvements, (a "OCMPGC Park Service Agreement") it must present a written request to do so to the Parties, who may consider the request for 30 business days. If the Parties fail to object to the District's request by the close of business on the 31st business day following the date the request is sent (evidenced by post mark or email time and date) then the District may enter into the requested OCMPGC Park Service Agreement.

(b) If a Party objects during the time period set forth in this section, the Parties shall discuss and edit the request until all Parties agree that the District has authorization to enter the requested OCMPGC Park Service Agreement or the District withdraws the request. OCMPGC Park Service Agreements that include the City must be approved by Council. If the Parties cannot agree, the Parties may utilize mediation.

ARTICLE V AGREEMENTS RELATED TO FINANCING

Section 5.01. District Property Tax. To the extent allowed by law, the District agrees to impose upon all taxable property in the District an ad valorem tax and dedicate its received tax collections first to the purposes set forth in this Consent Agreement. The District agrees, to the extent allowed by law, to establish its fiscal year to be to the same as the City's, as that may change from time to time.

Section 5.02. Developer Reimbursements. (a) The parties acknowledge that, pursuant to the terms of the DFA and in compliance with the Enabling Legislation and all applicable laws, rules and regulations, the Developer intends to seek reimbursement from the District for funds that the Developer advances on behalf of or for the benefit of the District, including:

(i) fees arising from the legislative creation of and consent for the District, and organization, operation and administration of the District;

(ii) costs arising from the preparation of the Master Park Plan for the OCMPGC;

(iii) costs of design, construction, installation, operation and maintenance of the In-District Improvements;

(iv) capital improvements related to park amenities in the District and OCMPGC, if any;

(v) operation and maintenance of the OCMPGC Improvements pursuant to the terms of this Consent Agreement and any OCMPGC Park Service Agreement;

(vi) parkland dedication fees required by the City as to land within the District;

(vii) any debt service requirements that the Developer pays on behalf of the District.

(b) The District's Board will consider the DFA, which will include the terms set forth in this Section 5.02 at the meeting at which the Board canvasses the ballots of the Confirmation Election.

Section 5.03. Improvement Projects and Services. (a) The District has the authority, among others, to:

(i) issue bonds; and

(ii) contract with a governmental or private entity in order to provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement, project, or service; and

(iii) use available funds as allowed by law.

(b) The City agrees that the District may issue its bonds to finance, pay, or reimburse up to 100% of all costs and expenses that it is authorized to finance, pay, or reimburse under the terms of the Enabling Legislation, the DFA and any other applicable laws, rules and regulations, including rules of the Commission, and any conflicting, inconsistent, or limiting provisions of Ordinance No. 810819-E, other City ordinances, or any other applicable rules are waived. To the extent allowed by law, the District may issue bonds for the planning and implementation of the purchase, construction, acquisition, repair, extension and improvement of land, works, improvements, facilities, equipment and appliances, undivided interests in facilities and contract rights necessary to :

(i) develop and maintain parks and recreational facilities as authorized by Subchapter N of Chapter 49, Texas Water Code, as amended, including the In-District Improvements and the OCMPGC Improvements or its share thereof; and

(ii) provide for delivery of power and lighting, potable water for water fountains, restrooms, and public showers, and for a wastewater system to collect, transport, process, and dispose of and control all domestic wastes generated from public restrooms whether in fluid, solid, or composite state (other than solid waste as defined in Chapter 15-6 of the City Code) and a gray water system to irrigate public parkland and for any other purpose for which use of gray water is permitted by the Commission and City Code and regulations, including transport facilities necessary to bring the gray water to needed areas whether inside the District or OCMPGC;

(iii) pay for expenses authorized by Section 49.155, "Payment of Expenses," Texas Water Code.

(d) The Parties acknowledge that the Developer has paid parkland dedication fees ("Dedication Fees") as required by Title 25 of the City Code, relating to the Developer's property within the District for up to 3533 dwelling units, and will pay additional fees for any dwelling units constructed in addition to the initial 3533. The City agrees to use all Dedication Fees received from Developer, whether to date or in the future, exclusively on improvements within OCMPGC per Section 7.01(b) below.

Section 5.04. Notification for Bond Reviews. The District agrees to include, in each application for the approval of the issuance of Bonds, the terms and conditions of this Consent Agreement related to bond issuance. The Developer and the District each agree that it will not request reimbursement or authorization to reimburse expenses not authorized by this Consent Agreement.

Section 5.05. Bonds Requiring Commission Approval. The District must give written notice to the City's Chief Financial Officer at the time the District submits any application to the Commission for approval of the issuance of Bonds, and the City agrees it will promptly, but no later than 30 business days after such submission, provide the District written evidence of its conditioned consent if required by the TCEQ to complete its review of the bond application. The City's consent may be conditioned upon its final approval upon review of the TCEQ staff memorandum issued prior to final TCEQ approval of the bond issuance.

Section 5.06. City Review and Approval. (a) Upon concurrence with a "staff memorandum" and proposed order issued by the Commission, the District must submit a copy of its bond application to the City's Chief Financial Officer for review, including the engineering report and projected debt service schedule; a copy of the "staff memorandum" and proposed order; and any other information reasonably required by the City.

(b) The City's approval of any District Bond issue will not be unreasonably withheld, conditioned or delayed and if the City has not acted to approve or

disapprove the sale of the Bonds within 14 days after receipt of the “staff memorandum” and proposed order, the sale of the Bonds will be deemed approved and the District may proceed with the sale. The City will have the right to disapprove the sale of any proposed Bond issue only if the District or the Developer is not in compliance with this Consent Agreement.

(c) The District may be required to provide evidence of compliance with this Consent Agreement and applicable City ordinances at the time of the sale of its Bonds; therefore, the City agrees that the City’s Chief Financial Officer will be authorized to and will provide written confirmation of City approval to the District promptly upon the District’s request.

Section 5.07. Other Funds. (a) To the extent allowed by law, the District may use funds obtained from any available and lawful source to accomplish the purposes set forth in this Consent Agreement. Such funds may include revenues from any lawful source and District maintenance taxes, loans, gifts, grants, and donations from public and private sources. To the extent any bond funds are issued by the City or the District as tax-exempt bonds, the District and the City will take such steps as are necessary to preserve the tax-exempt status of those bonds.

(b) The Parties contemplate that fees may be charged to persons and entities for services and facilities use within the OCMPGC rationally related to such use, and agree that all funds generated by such activities shall be accounted for separately and shall be an offset against any Base Park Payment or other Grant paid by the District to the City.

(c) If the City and the District enter into an agreement under Section 4.03 (b), the District may be authorized in such agreement to establish fees for use of the OCMPGC Improvements and the City will approve such fees, provided they are reasonable and related to the type of use of the OCMPGC Improvements involved.

Section 5.08. Dissolution. A district may not be dissolved by its board if the district has any outstanding bonded indebtedness until that bonded indebtedness has been repaid or defeased in accordance with the order or resolution authorizing the issuance of the bonds. If the District intends to terminate payments to the City for the OCMPGC, it shall give at least 24 months’ notice to the City of this intent so that the City may budget for the operations of that parkland.

Section 5.09. No Full Faith and Credit Pledge by City or District. Except as provided by Section 375.263, Local Government Code, Dissolution by City Ordinance, the City is not required to pay a bond, note, or other obligation of the District, including the obligation of the District under any DFA. The District is not required to pay a bond, note, or other obligation of the City.

ARTICLE VI
DISTRICT CONFIRMATION ELECTION

Section 6.01. Confirmation Election Required. The Board that is named in the Enabling Legislation shall meet and call the District's Confirmation and Tax and Bond Election at any time after the Effective Date of this Agreement, and is expected to do so in time to hold its election in November 2014.

Section 6.02. Execution of the Consent Agreement by District. At the Board meeting at which the ballots of the Confirmation and Tax and Bond Election are canvassed, the Board shall consider and execute this Agreement and be bound by its terms.

ARTICLE VII
MANAGEMENT OF OCMPGC

Section 7.01. Overview. (a) The Parties are cooperating in the planning, designing, developing, operating, and maintaining of the OCMPGC. The APF has entered into a contract with the Developer to serve as the manager of the planning process for OCMPGC, and has issued a Request for Proposal, evaluated the submittals, and selected a design professional to develop the Master Park Plan for OCMPGC. The Developer, on behalf of the District, agrees to pay the costs of the design of the Master Park Plan and the City shall have no responsibility to reimburse such expenditure(s). The Master Park Plan process shall be conducted in a manner consistent with the City's requirements for park master plans. The Developer's commitment includes the selection process and all planning and design work and shall terminate at the time the Master Park Plan is approved and accepted by the City. The Developer is not required to contribute funds for surveying, engineering design, or construction of park improvements in OCMPGC.

(b) The City intends to seek funding for the majority of the capital improvements within OCMPGC as authorized by Council and as funds become available and appropriated for such improvements. The City agrees to dedicate an amount of money equal to the total amount of Dedication Fees received from the Developer in connection with the land in the District to planning and construction of the OCMPGC Improvements consistent with the timing set forth in this Consent Agreement.

Section 7.02. Flow of Funds. (a) Pursuant to the DFA, the Developer shall advance to the District the money necessary to provide funding for:

(i) the APF-led planning process for OCMPGC;

(ii) the design, construction, operation and maintenance of the In-District Improvements; and

(iii) the operation and administration of the District.

(b) To the extent allowed by law, regulation and rules, the District intends to reimburse the Developer for such costs, and other costs paid by the Developer, pursuant to the terms of the DFA.

(c) The City agrees that it will not construct or install OCMPGC Improvements unless and until the District has collected sufficient tax revenues to support the operation and maintenance of said improvements at a Level One Maintenance standard, or unless the City agrees to fund or perform such operation and maintenance, as more fully detailed in Section 7.04 below.

(d) The City agrees that it will complete construction of the Base Park Improvement in the fall of 2017. Unless and until there is any contrary agreement per Section 7.06 below, the City agrees to operate and maintain the Base Park Improvement at Level One Maintenance. The Developer agrees to advance sufficient funds to the District for Base Park Payment(s) until such time as the District has sufficient financial resources to make such payment(s). To the extent allowed by law, the annual Base Park Payment shall be made by the District as a Grant to the City pursuant to Section 3924.109 of the Enabling Legislation.

(e) Upon approval by the voters at the confirmation and tax and bond election, which is expected to occur in November 2014, the District intends to impose an ad valorem property tax at a rate not to exceed \$0.20.

Section 7.03. Amendments to the Plan. The Master Park Plan has been conceived by the Parties together, and completion of the Master Park Plan is expected to occur in 2015. Over time, the Parties may determine that the Master Park Plan should be changed or modified or revised, if all Parties agree.

Section 7.04. Timing. (a) The Developer has begun the construction of the In-District Improvements and will proceed with reasonable diligence to completion. Subject to Section 7.02(c) above, The City will commence the construction of the OCMPGC Improvements consistent with the Master Plan and as authorized by Council and will proceed with reasonable diligence.

(b) Following City approval by the departments with authority to review and approve plans and specifications for proposed In-District Improvements, the Developer will notify PARD within 10 business days of receipt of such approval. PARD will arrange for an inspection if required, and the inspection will be performed no later than 30 days from the date of the City's approval of the plans and specifications.

(c) The Developer and the District will construct the In-District Improvements to meet or exceed City design standards, specifications, and requirements, unless otherwise provided in this Consent Agreement or approved by the City. The In-District Improvements will be operated and maintained to meet or exceed then-current City standards, if any, for the operation and maintenance of similar park and recreational facilities.

(d) Subject to the offset in Section 5.08 (b) above, the District agrees to make or cause to be made the initial Base Park Payment on or before October 1, 2017, and to make an additional Base Park Payment on or before October 1 of every year thereafter throughout the term of this Consent Agreement, in addition to such other payments that it makes to the City.

(e) Excluding the Base Park Improvement, the City has no obligation to expend City funds for OCMPGC Improvements unless the District can support the corresponding operation and maintenance costs for such improvements. In order to determine the availability of District funds for such purpose, on request of the PARD Director, the District shall submit the most recently obtained certified appraised values within the District, copies of the District's then-current annual budget and most recent audit, and its calculation of available, uncommitted funds. The District may include in its calculation a reserve recommended by its bookkeeper and financial advisor. The Parties will then collaborate to reach a joint decision on what OCMPGC Improvements, if any, should be constructed with the expectation of the District funding operation and maintenance and the timing of such construction.

(f) Notwithstanding the foregoing Section 7.04(e), the City, in its sole discretion and its sole expense, may construct, operate and maintain OCMPGC Improvements for an interim time period until District tax revenues are sufficient to support the operation and maintenance costs of such facilities; provided, however, that the District shall have no obligation to fund the operation and maintenance of such facilities unless and until it is agreed among the Parties that the District has sufficient funds and revenue streams to do so. The City acknowledges that the District may not be able to fund the operation and maintenance of such facilities.

Section 7.05. District Tax. To the extent allowed by law, the District pledges that it will levy an annual ad valorem tax without legal limit as to rate or amount but in no event less than the rate per \$100 of assessed valuation, that is, when levied against all taxable property in the District, sufficient to provide for the payment of reasonable and necessary operation and maintenance expenses of OCMPGC Improvements agreed upon in writing by the City, the District and the Developer, if any, as such improvements are constructed and installed by the City. The Parties acknowledge that the certified appraised values within the District are a major determining factor in setting the District tax rate and that the taxes collected will be used to fund expenses other than the maintenance and operation of the OCMPGC Improvements.

Section 7.06. District Operation and Maintenance of OCMPGC. In order to obtain the best value for the Parties, the District may enter into a Park Service Agreement to operate and maintain some or all of the OCMPGC Improvements at Level One Maintenance. The District may initiate a request to enter such a Park Service Agreement under Section 4.03, above.

Section 7.07. Mutual Assurances. The Parties agree that once a year the Board of Directors of the District, the PARD Director and his or her staff, and representatives of the Developer will meet in order to review the audited financials of the City and the District with respect to capital, operation and maintenance expenditures and income related to the then-existing OCMPGC Improvements. The Parties also shall at that time discuss the efficacy of the past year's use of funds and improvements that could be considered for the upcoming year. If the Parties conclude that District tax revenues have been paid to the City but were not necessary or used for operation and maintenance in the OCMPGC, the funds shall be returned promptly to the District.

ARTICLE VIII CITY, DISTRICT, AND DEVELOPER COVENANTS

Section 8.01. The City. The City represents and warrants to the District and the Developer that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority. The City further represents and warrants that the OCMPGC improvements are and will be open to the public at large.

Section 8.02. The District. The District represents and warrants to the City and the Developer that the District has full constitutional and lawful right, power, and authority under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the District, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental body. The District further represents and warrants that the In-District Improvements constructed and maintained with public funds, or other funds lawfully available to the District for the park improvements are open to the public at large.

Section 8.03. The Developer. The Developer represents and warrants to the City and the District that the Developer has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all

of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Developer. The Developer represents that it will abide by the terms of any planned unit development agreement made with the City, as it may be amended from time to time.

ARTICLE IX GENERAL PROVISIONS

Section 9.01. Time of the essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.02. Default and Remedies.

(1) Default: A Party shall be deemed in default under this Agreement (which shall be deemed a breach) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations or breaches or violates any of its representations contained in this Agreement.

(2) Notice of default and opportunity to cure: Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice and is thereafter diligently pursued until completion.

(3) If any default is not cured as provided above, or a dispute arises among the Parties regarding performance under this Consent Agreement which the Parties are unable to resolve through negotiation, the Parties agree that the dispute will be submitted to mediation before any suit is filed, and the cost of the mediation will be shared equally among participating Parties. If the mediation does not successfully resolve the dispute, each Party is free to pursue any or all other remedies available to it. The Parties agree to share the costs of any mediation equally.

(4) If any default is not cured as provided above and is deemed a breach of this Agreement, and non-binding alternative dispute resolution methods fail, the non-defaulting Party, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements contained in this Consent Agreement, may be awarded damages for failure of performance, or both. Except as otherwise set forth in this Consent Agreement, no action taken by a Party pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Consent Agreement shall be deemed to constitute an election of remedies, and all remedies set

forth in this Consent Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by any other Party. The Parties agree to bear their respective legal fees and costs associated with any action described in this subsection.

(5) Notwithstanding anything in this Consent Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed by any Party is delayed as a result of Force Majeure the time for such performance shall be extended by the amount of time of such delay.

Section 9.03. Notices. Any notice sent under this Consent Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the District:

Onion Creek Metro Park District
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca Suite 510
Austin, Texas 78701
Attn: President, Board of Directors

With copies to the District General Counsel
Attention: ABHR

If to the City:

The City of Austin, Texas
301 West Second Street
Austin, Texas 78701
Attention: City Manager

With copies to the Law Department
Attention: City Attorney

If to the Developer:

Austin Goodnight Ranch LP
c/o David Mahn
Benchmark Development

200 Congress Ave., Suite 9A
Austin, Texas 78701

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for, or actually received by, an authorized as the case may be.

Section 9.04. Limitations on Funding by Governmental Entities. (a) The Parties acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person who is in arrears to City of Austin for taxes, and of § 2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed to the City of Austin.

(b) The Parties acknowledge notice from the City and the District that each entity's payment obligations under this Consent Agreement are payable only from funds appropriated or available for the purpose of this Consent Agreement. If either entity fails to appropriate funds for its obligations referenced in this Consent Agreement, or if there are no other lawfully available funds for such entity's obligations referenced in this Consent Agreement, the funding for that entity's obligations referenced in this Consent Agreement is void. The City and the District shall provide the other Parties with notice of the failure of the entity to make an adequate appropriation for any fiscal year to pay the amounts due for its obligations referenced in the Consent Agreement or the reduction of any appropriation to an amount insufficient to permit the entity to pay its obligations under the Consent Agreement or the failure of the entity to have lawfully available funds for such obligations.

Section 9.05. Amendments and Waivers. Any provision of this Consent Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Parties. No course of dealing on the part of the Parties nor any failure or delay by the Parties with respect to exercising any right, power or privilege pursuant to this Consent Agreement shall operate as a waiver, except as otherwise provided in this Consent Agreement.

Section 9.06. Severability. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Consent Agreement and, to that end, all provisions, covenants, agreements or portions of this Consent Agreement are declared to be severable.

Section 9.07. Successors and Assigns. No Party to this Consent Agreement shall have the right to assign its rights or obligations under this Consent Agreement or any interest herein, without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed, so long as the assignee has demonstrated that the assignee has the financial and managerial capacity, the experience, and expertise to perform the duties and obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Consent Agreement.

Section 9.08. Exhibits, Titles of Articles, Sections and Subsections. (a) The exhibits attached to this Consent Agreement are incorporated and shall be considered a part of this Consent Agreement for the purposes stated, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Consent Agreement, the provisions of this Consent Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference to a section or subsection shall be considered a reference to such section or subsection of this Consent Agreement unless otherwise stated. Any reference to an exhibit shall be considered a reference to the applicable attached exhibit unless otherwise stated.

(b) the Exhibits to this Consent Agreement are:

EXHIBIT A	The Enabling Legislation
EXHIBIT B	The In-District Improvements
EXHIBIT C	City Maintenance Standards
EXHIBIT D	The Master Park Plan for the OCMPPGC
EXHIBIT E	The Form of Notice to Purchasers
EXHIBIT E-1	“Plain speak” Notice to Purchasers
EXHIBIT E-2	“Plain speak” Notice to Purchasers in Spanish
EXHIBIT F	The Elements of the Master Park Plan

Section 9.09. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State Courts of Travis County, Texas or the United States District Court for the Southern District of Texas.

Section 9.10. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

Section 9.11. Term and Termination. This Agreement shall be in force and effect from the Effective Date of this Agreement.

Section 9.12. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

Section 9.13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.14. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City, the District, and the Developer effective as of the date last written.

[EXECUTION PAGES FOLLOW]

**CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN, TEXAS,
ONION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH
LP (JUNE 26, 2014)**

THE CITY OF AUSTIN

By:  _____

Name: Marc Ott

Title: City Manager

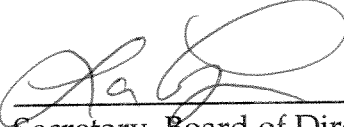
CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN, TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP (August 13, 2014)

ONION CREEK METRO PARK DISTRICT



President, Board of Directors

ATTEST:



Secretary, Board of Directors

CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN, TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP (JUNE 26, 2014)

AUSTIN GOODNIGHT RANCH LP

By:  _____

Name: David Mahn

Title: Vice President, Benchmark Land & Exploration

Member, Austin Goodnight Ranch PLLC,
General Partner, Austin Goodnight Ranch LP

EXHIBIT A

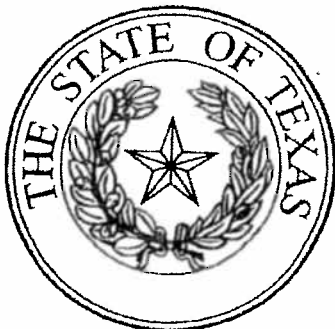


The State of Texas
Secretary of State

I, JOHN STEEN, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached are true and correct copies of Senate Bill 1872, 83rd Session of the Texas Legislature, Regular Session.

A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State



CHAPTER 830

S.B. No. 1872

1 AN ACT

2 relating to the creation of Onion Creek Metro Park District;
3 providing authority to issue bonds; providing authority to impose
4 assessments, fees, or taxes.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Subtitle C, Title 4, Special District Local Laws
7 Code, is amended by adding Chapter 3924 to read as follows:

8 CHAPTER 3924. ONION CREEK METRO PARK DISTRICT

9 SUBCHAPTER A. GENERAL PROVISIONS

10 Sec. 3924.001. DEFINITIONS. In this chapter:

- 11 (1) "Board" means the district's board of directors.
- 12 (2) "City" means the City of Austin.
- 13 (3) "County" means Travis County.
- 14 (4) "Director" means a board member.
- 15 (5) "District" means the Onion Creek Metro Park
16 District.

17 Sec. 3924.002. NATURE OF DISTRICT. The Onion Creek Metro
18 Park District is a special district created under Section 59,
19 Article XVI, Texas Constitution.

20 Sec. 3924.003. PURPOSE; DECLARATION OF INTENT. (a) The
21 creation of the district is essential to accomplish the purposes of
22 Sections 52 and 52-a, Article III, and Section 59, Article XVI,
23 Texas Constitution, and other public purposes stated in this
24 chapter. By creating the district and in authorizing the city, the

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1 county, and other political subdivisions to contract with the
2 district, the legislature has established a program to accomplish
3 the public purposes set out in Section 52-a, Article III, Texas
4 Constitution.

5 (b) The creation of the district is necessary to promote,
6 develop, encourage, and maintain employment, commerce,
7 transportation, housing, tourism, recreation, the arts,
8 entertainment, economic development, safety, and the public
9 welfare in the district.

10 (c) This chapter and the creation of the district may not be
11 interpreted to relieve the city or the county from providing the
12 level of services provided as of the effective date of the Act
13 enacting this chapter. The district is created to supplement and
14 not to supplant city or county services provided in the district.

15 Sec. 3924.004. CONFIRMATION ELECTION REQUIRED. The initial
16 directors shall hold an election to confirm the creation of the
17 district as provided by Section 49.102, Water Code.

18 Sec. 3924.005. CONSENT OF MUNICIPALITY REQUIRED. (a) The
19 initial directors may not hold an election under Section 3924.004
20 until the city has consented by ordinance or resolution to the
21 creation of the district and to the inclusion of land in the
22 district.

23 (b) If the city does not consent to the creation of the
24 district and to the inclusion of land in the district before
25 September 1, 2014:

26 (1) the district is dissolved September 1, 2014,
27 except that:

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- 1 (A) any debts incurred shall be paid;
2 (B) any assets that remain after the payment of
3 debts shall be transferred to the city or another local
4 governmental entity to be used for a public purpose; and
5 (C) the organization of the district shall be
6 maintained until all debts are paid and remaining assets are
7 transferred; and
8 (2) this chapter, including Section 3924.055, expires
9 September 1, 2014.
10 (c) In addition to the requirements prescribed by
11 Subsection (a), the ordinance or resolution described by Subsection
12 (a):
13 (1) must specify the qualifications for persons to be
14 eligible to serve as permanent directors; and
15 (2) may limit the number of terms a director may serve.
16 Sec. 3924.006. FINDINGS OF BENEFIT AND PUBLIC PURPOSE.
17 (a) The district is created to serve a public use and benefit.
18 (b) All land and other property included in the district
19 will benefit from the improvements and services to be provided by
20 the district under powers conferred by Sections 52 and 52-a,
21 Article III, and Section 59, Article XVI, Texas Constitution, and
22 other powers granted under this chapter.
23 (c) The creation of the district is in the public interest
24 and is essential to further the public purposes of:
25 (1) developing and diversifying the economy of the
26 state;
27 (2) eliminating unemployment and underemployment; and

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1 (3) developing or expanding transportation and
2 commerce.

3 (d) The district will:

4 (1) promote the health, safety, and general welfare of
5 residents, employers, potential employees, employees, visitors,
6 and consumers in the district, and of the public;

7 (2) provide needed funding for the district to
8 preserve, maintain, and enhance the economic health and vitality of
9 the district territory as a community and business center;

10 (3) promote the health, safety, welfare, and enjoyment
11 of the public by providing pedestrian ways and by landscaping and
12 developing certain areas in the district, which are necessary for
13 the restoration, preservation, and enhancement of scenic beauty;
14 and

15 (4) provide for water, wastewater, drainage, road, and
16 recreational facilities for the district.

17 (e) Pedestrian ways along or across a street, whether at
18 grade or above or below the surface, and street lighting, street
19 landscaping, parking, and street art objects are parts of and
20 necessary components of a street and are considered to be a street
21 or road improvement.

22 (f) The district will not act as the agent or
23 instrumentality of any private interest even though the district
24 will benefit many private interests as well as the public.

25 Sec. 3924.007. INITIAL DISTRICT TERRITORY. (a) The
26 district is initially composed of the territory described by
27 Section 2 of the Act enacting this chapter.

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1 (b) The boundaries and field notes contained in Section 2 of
2 the Act enacting this chapter form a closure. A mistake in the
3 field notes or in copying the field notes in the legislative process
4 does not affect the district's:

- 5 (1) organization, existence, or validity;
6 (2) right to issue any type of bonds for the purposes
7 for which the district is created or to pay the principal of and
8 interest on the bonds;
9 (3) right to impose or collect an assessment or tax; or
10 (4) legality or operation.

11 Sec. 3924.008. ELIGIBILITY FOR INCLUSION IN SPECIAL ZONES.
12 All or any part of the area of the district is eligible to be
13 included in:

- 14 (1) a tax abatement reinvestment zone created under
15 Chapter 312, Tax Code; or
16 (2) an enterprise zone created under Chapter 2303,
17 Government Code.

18 Sec. 3924.009. APPLICABILITY OF MUNICIPAL MANAGEMENT
19 DISTRICTS LAW. Except as otherwise provided by this chapter,
20 Chapter 375, Local Government Code, applies to the district.

21 Sec. 3924.010. CONSTRUCTION OF CHAPTER. This chapter shall
22 be liberally construed in conformity with the findings and purposes
23 stated in this chapter.

24 SUBCHAPTER B. BOARD OF DIRECTORS

25 Sec. 3924.051. GOVERNING BODY; TERMS. (a) The district is
26 governed by a board of seven voting directors who serve staggered
27 terms of four years, with three or four directors' terms expiring

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1 June 1 of each odd-numbered year.

2 (b) The qualifications of the permanent directors must
3 comply with those established in the ordinance or resolution under
4 Section 3924.005(c)(1).

5 (c) The board by resolution may change the number of voting
6 directors on the board if the board determines that the change is in
7 the best interest of the district and the city approves the change.
8 The board may not consist of fewer than 7 or more than 15 voting
9 directors.

10 Sec. 3924.052. APPOINTMENT OF VOTING DIRECTORS. The
11 governing body of the city shall appoint the voting directors. A
12 person is appointed if a majority of the members of the governing
13 body vote to appoint that person.

14 Sec. 3924.053. QUORUM. For purposes of determining the
15 requirements for a quorum of the board, the following are not
16 counted:

17 (1) a board position vacant for any reason, including
18 death, resignation, or disqualification; or

19 (2) a director who is abstaining from participation in
20 a vote because of a conflict of interest.

21 Sec. 3924.054. COMPENSATION. A director is entitled to
22 receive fees of office and reimbursement for actual expenses as
23 provided by Section 49.060, Water Code. Sections 375.069 and
24 375.070, Local Government Code, do not apply to the board.

25 Sec. 3924.055. INITIAL VOTING DIRECTORS. (a) The initial
26 board consists of the following voting directors:

27 Pos. No. Name of Director

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- 1 1 Sara Partridge
- 2 2 Tyler Zickert
- 3 3 Ross Rathgeber
- 4 4 George Cofer
- 5 5 Andrea Rado Hamilton
- 6 6 Cile Montgomery
- 7 7 Philip Koske

8 (b) Of the initial directors, the terms of directors
9 appointed for positions one, three, five, and seven expire June 1,
10 2015, and the terms of directors appointed for positions two, four,
11 and six expire June 1, 2017.

12 (c) Section 3924.052 does not apply to this section.

13 (d) This section expires September 1, 2017.

14 SUBCHAPTER C. POWERS AND DUTIES

15 Sec. 3924.101. GENERAL POWERS AND DUTIES. The district has
16 the powers and duties necessary to accomplish the purposes for
17 which the district is created.

18 Sec. 3924.102. IMPROVEMENT PROJECTS AND SERVICES. The
19 district may provide, design, construct, acquire, improve,
20 relocate, operate, maintain, or finance an improvement project or
21 service using any money available to the district, or contract with
22 a governmental or private entity to provide, design, construct,
23 acquire, improve, relocate, operate, maintain, or finance an
24 improvement project or service authorized under this chapter or
25 Chapter 375, Local Government Code.

26 Sec. 3924.103. LOCATION OF IMPROVEMENT PROJECT. An
27 improvement project described by Section 3924.102 may be located:

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- 1 (1) in the district; or
2 (2) in an area outside the district if the board
3 determines that the project benefits the district.

4 Sec. 3924.104. DEVELOPMENT CORPORATION POWERS. The
5 district, using money available to the district, may exercise the
6 powers given to a development corporation under Chapter 505, Local
7 Government Code, including the power to own, operate, acquire,
8 construct, lease, improve, or maintain a project under that
9 chapter.

10 Sec. 3924.105. NONPROFIT CORPORATION. (a) The board by
11 resolution may authorize the creation of a nonprofit corporation to
12 assist and act for the district in implementing a project or
13 providing a service authorized by this chapter.

14 (b) The nonprofit corporation:
15 (1) has each power of and is considered to be a local
16 government corporation created under Subchapter D, Chapter 431,
17 Transportation Code; and

18 (2) may implement any project and provide any service
19 authorized by this chapter.

20 (c) The board shall appoint the board of directors of the
21 nonprofit corporation. The board of directors of the nonprofit
22 corporation shall serve in the same manner as the board of directors
23 of a local government corporation created under Subchapter D,
24 Chapter 431, Transportation Code, except that a board member is not
25 required to reside in the district.

26 Sec. 3924.106. AGREEMENTS; GRANTS. (a) As provided by
27 Chapter 375, Local Government Code, the district may make an

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1 agreement with or accept a gift, grant, or loan from any person.

2 (b) The implementation of a project is a governmental
3 function or service for the purposes of Chapter 791, Government
4 Code.

5 Sec. 3924.107. LAW ENFORCEMENT SERVICES. To protect the
6 public interest, the district may contract with a qualified party,
7 including the county or the city, to provide law enforcement
8 services for a fee.

9 Sec. 3924.108. MEMBERSHIP IN CHARITABLE ORGANIZATIONS. The
10 district may join and pay dues to a charitable or nonprofit
11 organization that performs a service or provides an activity
12 consistent with the furtherance of a district purpose.

13 Sec. 3924.109. ECONOMIC DEVELOPMENT. (a) The district may
14 engage in activities that accomplish the economic development
15 purposes of the district.

16 (b) The district may establish and provide for the
17 administration of one or more programs to promote state or local
18 economic development and to stimulate business and commercial
19 activity, including programs to:

20 (1) make loans and grants of public money; and

21 (2) provide district personnel and services.

22 (c) The district may create economic development programs
23 and exercise the economic development powers provided to
24 municipalities by:

25 (1) Chapter 380, Local Government Code; and

26 (2) Subchapter A, Chapter 1509, Government Code.

27 Sec. 3924.110. PARKING FACILITIES. (a) The district may

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1 acquire, lease as lessor or lessee, construct, develop, own,
2 operate, and maintain parking facilities or a system of parking
3 facilities, including lots, garages, parking terminals, or other
4 structures or accommodations for parking motor vehicles off the
5 streets and related appurtenances.

6 (b) The district's parking facilities serve the public
7 purposes of the district and are owned, used, and held for a public
8 purpose even if leased or operated by a private entity for a term of
9 years.

10 (c) The district's parking facilities are parts of and
11 necessary components of a street and are considered to be a street
12 or road improvement.

13 (d) The development and operation of the district's parking
14 facilities may be considered an economic development program.

15 Sec. 3924.111. APPROVAL BY CITY. (a) Except as provided
16 by Subsection (c), the district must obtain the approval of the city
17 for:

18 (1) the issuance of bonds;

19 (2) the annexation of land in the city or the
20 extraterritorial jurisdiction of the city;

21 (3) the plans and specifications of an improvement
22 project financed by bonds; and

23 (4) the plans and specifications of an improvement
24 project related to the use of land owned by the city, an easement
25 granted by the city, or a right-of-way of a street, road, or
26 highway.

27 (b) The district may not issue bonds or annex land in the

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1 city or extraterritorial jurisdiction of the city until the
2 governing body of the city adopts a resolution or ordinance
3 authorizing the issuance of the bonds or the annexation of the land.

4 (c) If the district obtains the approval of the city's
5 governing body of a capital improvements budget for a period not to
6 exceed 10 years, the district may finance the capital improvements
7 and issue bonds specified in the budget without further approval
8 from the city.

9 (d) The governing body of the city:

10 (1) is not required to adopt a resolution or ordinance
11 to approve plans and specifications described by Subsection (a);
12 and

13 (2) may establish an administrative process to approve
14 plans and specifications described by Subsection (a) without the
15 involvement of the governing body.

16 Sec. 3924.112. COMPLIANCE WITH MUNICIPAL CONSENT
17 AGREEMENT, ORDINANCE, OR RESOLUTION; ENFORCEABILITY OF AGREEMENT.

18 (a) The district shall comply with all applicable requirements of
19 an ordinance or resolution adopted by the city that consents to the
20 creation of the district or to the inclusion of land in the
21 district.

22 (b) Any agreement between the district and the city related
23 to the city's consent to the creation of the district is valid and
24 enforceable.

25 (c) On the issuance of bonds by the district, the district
26 is considered to have waived sovereign immunity to suit by the city
27 for the purpose of adjudicating a claim for breach of an agreement

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1 described by this section.

2 Sec. 3924.113. NO EMINENT DOMAIN POWER. The district may
3 not exercise the power of eminent domain.

4 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS; TAX AND
5 ASSESSMENT ABATEMENTS

6 Sec. 3924.151. DISBURSEMENTS AND TRANSFERS OF MONEY. The
7 board by resolution shall establish the number of directors'
8 signatures and the procedure required for a disbursement or
9 transfer of district money.

10 Sec. 3924.152. MONEY USED FOR IMPROVEMENTS OR SERVICES.
11 The district may acquire, construct, finance, operate, or maintain
12 any improvement or service authorized under this chapter or Chapter
13 375, Local Government Code, using any money available to the
14 district.

15 Sec. 3924.153. ASSESSMENTS; LIENS FOR ASSESSMENTS.
16 (a) The board by resolution may impose and collect an assessment
17 for any purpose authorized by this chapter in all or any part of the
18 district.

19 (b) An assessment, a reassessment, or an assessment
20 resulting from an addition to or correction of the assessment roll
21 by the district, penalties and interest on an assessment or
22 reassessment, an expense of collection, and reasonable attorney's
23 fees incurred by the district:

24 (1) are a first and prior lien against the property
25 assessed;

26 (2) are superior to any other lien or claim other than
27 a lien or claim for county, school district, or municipal ad valorem

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1 taxes; and

2 (3) are the personal liability of and a charge against
3 the owners of the property even if the owners are not named in the
4 assessment proceedings.

5 (c) The lien is effective from the date of the board's
6 resolution imposing the assessment until the date the assessment is
7 paid. The board may enforce the lien in the same manner that the
8 board may enforce an ad valorem tax lien against real property.

9 (d) The board may make a correction to or deletion from the
10 assessment roll that does not increase the amount of assessment of
11 any parcel of land without providing notice and holding a hearing in
12 the manner required for additional assessments.

13 Sec. 3924.154. RESIDENTIAL PROPERTY NOT EXEMPT. Section
14 375.161, Local Government Code, does not apply to a tax authorized
15 or approved by the voters of the district or a required payment for
16 a service provided by the district, including water and sewer
17 services.

18 Sec. 3924.155. TAX AND ASSESSMENT ABATEMENTS. The district
19 may designate reinvestment zones and may grant abatements of
20 district taxes or assessments on property in the zones.

21 SUBCHAPTER E. TAXES AND BONDS

22 Sec. 3924.201. ELECTIONS REGARDING TAXES AND BONDS.

23 (a) The district may issue, without an election, bonds, notes, and
24 other obligations secured by:

25 (1) revenue other than ad valorem taxes; or

26 (2) contract payments described by Section 3924.203.

27 (b) The district must hold an election in the manner

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1 provided by Subchapter L, Chapter 375, Local Government Code, to
2 obtain voter approval before the district may impose an ad valorem
3 tax or issue bonds payable from ad valorem taxes.

4 (c) Section 375.243, Local Government Code, does not apply
5 to the district.

6 (d) All or any part of any facilities or improvements that
7 may be acquired by a district by the issuance of its bonds may be
8 submitted as a single proposition or as several propositions to be
9 voted on at the election.

10 Sec. 3924.202. OPERATION AND MAINTENANCE TAX. (a) If
11 authorized by a majority of the district voters voting at an
12 election held in accordance with Section 3924.201, the district may
13 impose an operation and maintenance tax on taxable property in the
14 district in accordance with Section 49.107, Water Code, for any
15 district purpose, including to:

- 16 (1) maintain and operate the district;
17 (2) construct or acquire improvements; or
18 (3) provide a service.

19 (b) The board shall determine the tax rate. The rate may not
20 exceed the rate approved at the election.

21 Sec. 3924.203. CONTRACT TAXES. (a) In accordance with
22 Section 49.108, Water Code, the district may impose a tax other than
23 an operation and maintenance tax and use the revenue derived from
24 the tax to make payments under a contract after the provisions of
25 the contract have been approved by a majority of the district voters
26 voting at an election held for that purpose.

27 (b) A contract approved by the district voters may contain a

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1 provision stating that the contract may be modified or amended by
2 the board without further voter approval.

3 Sec. 3924.204. AUTHORITY TO BORROW MONEY AND TO ISSUE BONDS
4 AND OTHER OBLIGATIONS. (a) The district may borrow money on terms
5 determined by the board. Section 375.205, Local Government Code,
6 does not apply to a loan, line of credit, or other borrowing from a
7 bank or financial institution secured by revenue other than ad
8 valorem taxes.

9 (b) The district may issue bonds, notes, or other
10 obligations payable wholly or partly from ad valorem taxes,
11 assessments, impact fees, revenue, contract payments, grants, or
12 other district money, or any combination of those sources of money,
13 to pay for any authorized district purpose.

14 (c) The limitation on the outstanding principal amount of
15 bonds, notes, and other obligations provided by Section 49.4645,
16 Water Code, does not apply to the district.

17 Sec. 3924.205. TAXES FOR BONDS. At the time the district
18 issues bonds payable wholly or partly from ad valorem taxes, the
19 board shall provide for the annual imposition of a continuing
20 direct annual ad valorem tax, without limit as to rate or amount,
21 for each year that all or part of the bonds are outstanding as
22 required and in the manner provided by Sections 54.601 and 54.602,
23 Water Code.

24 Sec. 3924.206. CITY NOT REQUIRED TO PAY DISTRICT
25 OBLIGATIONS. Except as provided by Section 375.263, Local
26 Government Code, the city is not required to pay a bond, note, or
27 other obligation of the district.

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1 SECTION 2. The Onion Creek Metro Park District initially
2 includes all territory contained in the following area:

3 A DESCRIPTION OF 701.655 ACRES IN THE SANTIAGO DEL VALLE
4 GRANT, TRAVIS COUNTY, TEXAS, CONSISTING OF:

5 A PORTION OF A 679.66 ACRE TRACT AND A 0.805 ACRE TRACT,
6 DESCRIBED IN A SPECIAL WARRANTY DEED TO MVE VENTURE, LTD. DATED MAY
7 2, 2005 AND RECORDED IN DOCUMENT NO. 2005078856 OF THE OFFICIAL
8 PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

9 ALL OF A 22.818 ACRE TRACT DESCRIBED IN A SPECIAL
10 WARRANTY DEED TO M.V.E. VENTURE DATED DECEMBER 28, 1989 AND
11 RECORDED IN VOLUME 11093, PAGE 219 OF THE REAL PROPERTY RECORDS OF
12 TRAVIS COUNTY, TEXAS;

13 ALL OF A 175.00 ACRE TRACT DESCRIBED IN A SPECIAL
14 WARRANTY DEED TO BENCHMARK LAND DEVELOPMENT, INC. DATED MAY 02,
15 2005 AND RECORDED IN DOCUMENT NO. 2005078857 OF THE OFFICIAL PUBLIC
16 RECORDS OF TRAVIS COUNTY, TEXAS;

17 ALL OF AN 85.600 ACRE TRACT DESCRIBED IN A CASH WARRANTY
18 DEED TO AUSTIN GOODNIGHT RANCH, L.P. DATED JUNE 30, 2006 AND
19 RECORDED IN DOCUMENT NO. 2006197891 OF THE OFFICIAL PUBLIC RECORDS
20 OF TRAVIS COUNTY, TEXAS;

21 ALL OF A 26.519 ACRE TRACT AND A 2.495 ACRE TRACT, BOTH
22 DESCRIBED IN A SPECIAL WARRANTY DEED TO GOODNIGHT RANCH L.P., DATED
23 MAY 26, 2006 AND RECORDED IN DOCUMENT NO. 2006099945 OF THE OFFICIAL
24 PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

25 ALL OF A 0.023 ACRE TRACT DESCRIBED IN A SPECIAL
26 WARRANTY DEED TO GOODNIGHT RANCH, L.P. AND RECORDED IN DOCUMENT NO.
27 2007076804 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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1 ALL OF VERTEX BOULEVARD (70' RIGHT-OF-WAY WIDTH)
2 DESCRIBED IN DOCUMENT NO. 200800081 OF THE OFFICIAL PUBLIC RECORDS
3 OF TRAVIS COUNTY, TEXAS;

4 ALL OF A 2.031 ACRE TRACT DESCRIBED IN A SPECIAL
5 WARRANTY DEED TO AUSTIN GOODNIGHT RANCH, L.P., DATED JANUARY 31,
6 2006 AND RECORDED IN DOCUMENT NO. 2006022592 OF THE OFFICIAL PUBLIC
7 RECORDS OF TRAVIS COUNTY, TEXAS;

8 ALL OF A 6.125 ACRE TRACT DESCRIBED IN A SPECIAL
9 WARRANTY DEED TO AUSTIN GOODNIGHT RANCH, L.P., DATED MARCH 18, 2011
10 AND RECORDED IN DOCUMENT NO. 2011035151 OF THE OFFICIAL PUBLIC
11 RECORDS OF TRAVIS COUNTY, TEXAS;

12 ALL OF A 6.658 ACRE TRACT DESCRIBED IN A SPECIAL
13 WARRANTY DEED TO AUSTIN GOODNIGHT RANCH, L.P. DATED JUNE 29, 2007
14 AND RECORDED IN DOCUMENT NO. 2007211337 OF THE OFFICIAL PUBLIC
15 RECORDS OF TRAVIS COUNTY, TEXAS;

16 ALL OF A 0.828 ACRE TRACT DESCRIBED IN A GENERAL
17 WARRANTY DEED TO TRAVIS COUNTY, TEXAS, DATED AUGUST 9, 2011 AND
18 DESCRIBED IN DOCUMENT NO. 2011118719 OF THE OFFICIAL PUBLIC RECORDS
19 OF TRAVIS COUNTY, TEXAS;

20 ALL OF SLAUGHTER LANE EAST DESCRIBED IN DOCUMENT NO.
21 2007094816 AND DOCUMENT NO. 2010044359 OF THE OFFICIAL PUBLIC
22 RECORDS OF TRAVIS COUNTY, TEXAS;

23 ALL OF A 24.529 ACRE TRACT DESCRIBED IN A SPECIAL
24 WARRANTY DEED WITH VENDOR'S LIEN TO AUSTIN GOODNIGHT RANCH, L.P.,
25 DATED APRIL 4, 2011 AND RECORDED IN DOCUMENT NO. 2011053055 OF THE
26 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

27 ALL OF A 0.144 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL

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1 WARRANTY DEED TO AUSTIN GOODNIGHT RANCH, L.P. DATED APRIL 14, 2011
2 AND RECORDED IN DOCUMENT NO. 2011053054 OF THE OFFICIAL PUBLIC
3 RECORDS OF TRAVIS COUNTY, TEXAS;

4 SAID 701.655 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES
5 AND BOUNDS AS FOLLOWS:

6 BEGINNING at a 1/2" rebar found in the north right-of-way
7 line of Old Lockhart Highway (right-of-way width varies), being the
8 southeast corner of the 679.66 acre tract, being also the southwest
9 corner of Lot 1 of Capitol View Estates, a subdivision of record in
10 Volume 45, Page 13 of the Plat Records of Travis County, Texas;

11 THENCE with the north right-of-way line of Old Lockhart
12 Highway and the south line of the 679.66 acre tract the following
13 ten (10) courses and distances:

- 14 1. North 52°14'14" West, a distance of 88.15 feet to a 1/2" rebar
15 found;
- 16 2. North 41°41'09" West, a distance of 711.88 feet to a 1/2" iron
17 pipe found;
- 18 3. North 40°58'33" West, a distance of 460.57 feet to a 1/2" rebar
19 found;
- 20 4. North 35°38'06" West, a distance of 332.61 feet to a 1/2" iron
21 pipe found;
- 22 5. North 38°14'16" West, a distance of 94.62 feet to a 1/2" iron
23 pipe found;
- 24 6. North 34°52'34" West, a distance of 116.37 feet to a 1/2" iron
25 pipe found;
- 26 7. North 36°52'03" West, a distance of 761.83 feet to a 1/2" iron
27 pipe found;

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1 8. North 36°04'28" West, a distance of 525.66 feet to a 3/4" iron
2 pipe found;

3 9. North 37°05'20" West, a distance of 350.14 feet to a metal fence
4 post found;

5 10. North 35°03'44" West, a distance of 102.42 feet to a 3/4" iron
6 pipe found for the southeast corner of the 0.805 acre tract;

7 THENCE North 36°56'38" West, with the north right-of-way line
8 of Old Lockhart Highway and the south line of the 0.805 acre tract,
9 a distance of 158.54 feet to a 3/4" iron pipe found for the
10 southwest corner of the 0.805 acre tract, being in the south line of
11 the 679.66 acre tract;

12 THENCE North 36°41'16" West, with the north right-of-way line
13 of Old Lockhart Highway and the south line of the 679.66 acre tract,
14 a distance of 400.57 feet to a 1/2" rebar found for a southwest
15 corner of the 679.66 acre tract, being the southeast corner of a
16 0.994 acre tract of land described in Volume 12478, Page 528 of the
17 Real Property Records of Travis County, Texas;

18 THENCE North 28°56'17" East, with the west line of the 679.66
19 acre tract and the east line of the 0.994 acre tract, a distance of
20 321.00 feet to a calculated point for the northeast corner of the
21 0.994 acre tract, being a southeast corner of a 3.59 acre tract of
22 land described in Document No. 2009200063 of the Official Public
23 Records of Travis County, Texas;

24 THENCE with the common line of the 679.66 acre tract and the
25 3.59 acre tract the following two (2) courses and distances:

26 1. North 28°50'57" East, a distance of 437.63 feet to a 1/2" rebar
27 found for the northeast corner of the 3.59 acre tract;

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1 2. North 60°15'24" West, a distance of 130.11 feet to a 1/2" rebar
2 found for the northwest corner of the 3.59 acre tract, being an
3 angle point in the east line of a 16.46 acre tract of land described
4 in Document No. 2004222100 of the Official Public Records of Travis
5 County, Texas;

6 THENCE with the common line of the 679.66 acre tract and the
7 16.46 acre tract the following three (3) courses and distances:

8 1. North 59°54'43" West, a distance of 44.13 feet to a 1/2" rebar
9 found;

10 2. North 29°01'25" East, a distance of 1551.18 feet to a 3/4" iron
11 pipe found for the northeast corner of the 16.46 acre tract;

12 3. North 62°41'57" West, a distance of 345.07 feet to a 1/2" iron
13 pipe found for the northwest corner of the 16.46 acre tract, being
14 the northeast corner of Lot 7, Block D, Perkins Park, Section One, a
15 subdivision of record in Volume 50, Page 78 of the Plat Records of
16 Travis County, Texas;

17 THENCE North 62°57'34" West, with the south line of the 679.66
18 acre tract and the north line of Perkins Park, Section One, a
19 distance of 310.24 feet to a 1/2" rebar found for the northwest
20 corner of Lot 8, Block K, Perkins Park, Section One, being the
21 northeast corner of a 6.59 acre tract of land described in Document
22 No. 2000167421 of the Official Public Records of Travis County,
23 Texas;

24 THENCE with the common line of the 679.66 acre tract and the
25 6.59 acre tract the following three (3) courses and distances:

26 1. North 62°54'58" West, a distance of 162.11 feet to a 1" iron pipe
27 found for the northwest corner of the 6.59 acre tract;

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1 2. South 29°33'50" West, a distance of 963.76 feet to a 1/2" rebar
2 with Chaparral cap set;

3 3. South 29°33'00" West, a distance of 753.69 feet to a 1/2" rebar
4 found in the north right-of-way line of Old Lockhart Highway, being
5 an angle point in the southwest line of the 679.66 acre tract, being
6 also the southwest corner of the 6.59 acre tract;

7 THENCE with the common right-of-way line of Old Lockhart
8 Highway and the 679.66 acre tract the following five (5) courses and
9 distances:

10 1. North 26°32'14" West, a distance of 566.22 feet to a 1/2" rebar
11 found;

12 2. North 18°08'20" West, a distance of 141.82 feet to a 1/2" rebar
13 found;

14 3. North 07°42'27" East, a distance of 89.82 feet to a 1/2" rebar
15 found;

16 4. North 28°37'37" East, a distance of 229.06 feet to a 1" iron pipe
17 found;

18 5. North 29°33'21" East, at a distance of 460.01 feet, passing a
19 1/2" rebar with Chaparral cap set for the south corner of the 0.828
20 acre tract, continuing with the common right-of-way line of Old
21 Lockhart Highway and the 0.828 acre tract, in all, a distance of
22 670.57 feet to a 3/4" iron pipe found;

23 THENCE North 30°58'10" East, with the common right-of-way
24 line of Old Lockhart Highway and the 0.828 acre tract, same being
25 the west line of the 679.66 acre tract, a distance of 129.75 feet to
26 a 1/2" rebar found in the south line of a 1.5 acre tract of land
27 described in Volume 11234, Page 365 of the Real Property Records of

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1 Travis County, Texas;

2 THENCE with the common line of the 0.828 acre tract and the
3 1.5 acre tract, same being the west line of the 679.66 acre tract,
4 the following three (3) courses and distances:

5 1. South 26°34'49" East, a distance of 11.29 feet to a 1/2" rebar
6 found;

7 2. North 27°27'35" East, a distance of 172.54 feet to a 1/2" rebar
8 found;

9 3. North 26°27'24" East, at a distance of 227.52 feet passing a
10 1/2" rebar found for an angle point in the south right-of-way line
11 of Slaughter Lane East (right-of-way width varies) as described in
12 Document No. 2008134870 of the Official Public Records of Travis
13 County, Texas, being in the west line of the said 85.600 acre tract,
14 being also the northeast corner of a 1.5 acre tract described in
15 Volume 11234, Page 365 of the Real Property Records of Travis
16 County, Texas, continuing with the south right-of-way line of
17 Slaughter Lane East and the west line of the 0.828 acre tract, in
18 all, a distance of 229.16 feet to a 1/2" rebar found for an angle
19 point in the south right-of-way line of Slaughter Lane East, being
20 the northwest corner of the 0.828 acre tract;

21 THENCE North 26°54'47" East, with the west line of the 679.66
22 acre tract, crossing Slaughter Lane East, a distance of 146.04 feet
23 to a 1/2" rebar with Chaparral cap found in the north right-of-way
24 line of Slaughter Lane East, being a point in the west line of the
25 175.000 acre tract and also being in the east line of a 67.95 acre
26 tract described in Document No. 2002232017 of the Official Public
27 Records of Travis County, Texas;

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1 THENCE North 26°54'47" East, with the west line of the 679.66
2 acre tract, the west line of the 175.000 acre tract and the east
3 line of the 67.95 acre tract, a distance of 1458.21 feet to a 1/2"
4 rebar found for an angle point in the east line of the 67.95 acre
5 tract, being the southeast corner of the 1.477 acre tract;

6 THENCE North 26°55'30" East, with the west line of the 697.66
7 acre tract, the west line of the 175.000 acre tract and the east
8 line of the 1.477 acre tract, at a distance of 351.90 feet, passing
9 an angle point in the west line of the 85.600 acre tract, continuing
10 with the west line of the 85.600 acre tract, the west line of the
11 697.66 acre tract and the east line of the 1.477 acre tract, in all,
12 a distance of 364.88 feet to a 1/2" rebar found at an angle point in
13 the west line of the 85.600 acre tract, being the northeast corner
14 of the 1.477 acre tract and being also an angle point in the south
15 right-of-way line of Nuckols Crossing Road (70' right-of-way
16 width);

17 THENCE with the common line of Nuckols Crossing Road, the
18 85.600 acre tract and the 679.66 acre tract, the following seven (7)
19 courses and distances:

- 20 1. North 27°13'23" East, a distance of 107.04 feet to a 1/2" rebar
21 found;
- 22 2. North 36°26'26" East, a distance of 98.94 feet to a 3/4" iron
23 pipe found;
- 24 3. North 27°09'55" East, a distance of 1122.38 feet to a 3/4" iron
25 pipe found;
- 26 4. With a curve to the right, having a radius of 136.02 feet, an
27 arc length of 214.24 feet, and a chord which bears North 72°14'38"

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- 1 East, a distance of 192.77 feet to a 3/4" iron pipe found;
2 5. South 62°37'40" East, a distance of 734.70 feet to a nail found
3 in a fence post;
4 6. With a curve to the left, having a radius of 990.40 feet, an arc
5 length of 286.98 feet, and a chord which bears South 70°56'14" East,
6 a distance of 285.97 feet to a 1/2" rebar found;
7 7. South 79°14'59" East, a distance of 524.60 feet to a 1/2" rebar
8 with cap set for the northeast corner of the 85.600 acre tract,
9 being in the north line of the 679.66 acre tract;

10 THENCE with the south right-of-way line of Nuckols Crossing
11 Road and the north line of the 679.66 acre tract the following two
12 (2) courses and distances:

- 13 1. South 79°14'59" East, a distance of 645.80 feet to a 3/4" iron
14 pipe found, from which, a 1/2" rebar found bears South 84°49'23"
15 East, a distance of 5.32 feet;
16 2. South 85°18'25" East, at a distance of 77.47 feet, passing a
17 1/2" rebar with cap set for the intersection of Nuckols Crossing
18 Road and Vertex Boulevard, continuing with the prolongation of the
19 south right-of-way line of Nuckols Crossing Road, in all, a
20 distance of 178.50 feet to a 1/2" rebar found for the southwest
21 corner of Lot 1, Gentry Estates, a subdivision of record in Volume
22 75, Page 88 of the Plat Records of Travis County, Texas, being also
23 the northwest corner of a 15.604 acre tract described in Document
24 No. 2006099949 of the Official Public Records of Travis County,
25 Texas;

26 THENCE crossing the 679.66 acre tract with the east
27 right-of-way line of Vertex Boulevard and the west line of the

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1 15.604 acre tract, the following two (2) courses and distances:

2 1. South 31°49'52" West, a distance of 11.02 feet to a 1/2" rebar
3 with Chaparral cap found;

4 2. With a curve to the left, having a radius of 1050.00 feet, an
5 arc length of 631.79 feet, and a chord which bears South 14°35'36"
6 West, a distance of 622.31 feet to a 1/2" rebar with Chaparral cap
7 found for the southeast termination of Vertex Boulevard, being also
8 a point in the east line of a 2.495 acre described in Document No.
9 2006099945 of the Official Public Records of Travis County, Texas;

10 THENCE continuing across the 679.66 acre tract with the west
11 line of the 15.604 acre tract and the east line of the 2.495 acre
12 tract the following two (2) courses and distances:

13 1. With a curve to the left, having a radius of 1050.00 feet, an
14 arc length of 356.17 feet, and a chord which bears South 12°21'43"
15 East, a distance of 354.46 feet to a 1/2" rebar with Chaparral cap
16 found;

17 2. South 22°04'46" East, a distance of 217.30 feet to a 1/2" rebar
18 with Chaparral cap found for the southwest corner of said 15.604
19 acre tract, being the northwest corner of said 26.519 acre tract;

20 THENCE continuing across the 679.66 acre tract with the
21 common line of the 15.604 acre and 26.519 acre tracts, the following
22 three (3) courses and distances:

23 1. North 89°49'06" East, a distance of 173.88 feet to a 1/2" rebar
24 with Chaparral cap found;

25 2. North 84°49'06" East, a distance of 389.86 feet to a 1/2" rebar
26 with Chaparral cap found;

27 3. North 00°06'16" East, a distance of 814.03 feet to a 1/2" rebar

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1 with Chaparral cap found for an angle point in the north line of the
2 26.519 acre tract, being in the north line of the 679.66 acre, same
3 being the northeast corner of the 15.604 acre tract, and being also
4 a point in the south line of Lot 1 of said Gentry Estates;

5 THENCE South 61°01'04" East, with the north line of the 26.519
6 acre tract, the north line of the 679.66 acre tract and the south
7 line of Lot 1, Gentry Estates, a distance of 484.73 feet to a 3/4"
8 iron pipe found for the southeast corner of Lot 1, Gentry Estates,
9 being the southwest corner of Block B of Final Plat of Thaxton
10 Place, a subdivision of record in Document No. 200800080 of the
11 Official Public Records of Travis County, Texas;

12 THENCE South 61°02'12" East, with the , the north line of the
13 679.66 acre tract, the north line of the 26.519 acre tract and the
14 south line of Block B of Thaxton Place, at a distance of 509.80
15 feet, passing the northwest corner of the 2.031 acre tract,
16 continuing with the north line of the 679.66 acre tract, the north
17 line of the 2.031 acre tract, the north line of the 26.519 acre
18 tract, and the south line of Block B of Thaxton place, in all, a
19 distance of 549.85 feet to a 1/2" rebar found for the northeast
20 corner of the 679.66 acre tract, the northeast corner of the 2.031
21 acre tract, the northeast corner of the 26.519 acre tract, and also
22 being the southeast corner of Block B of Thaxton Place and a point
23 in the west line of Lot 13, Block X of Sheldon 230, Section 1, Phase
24 1 a subdivision of record in Document No. 200500225 of the Official
25 Public Records of Travis County, Texas;

26 THENCE South 26°18'36" West, with the east line of the 697.66
27 acre tract, the east line of the 2.031 acre tract, the east line of

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1 the 26.519 acre tract, and the west lines of Block X of Sheldon 230,
2 Section 1, Phase 1, Block DD of Sheldon 230 Section 1, Phase 3 a
3 subdivision of record in Document No. 200600032 of the Official
4 Public Records of Travis County, Texas, Baythorne Drive (60'
5 right-of-way described in Document No. 200700032 of the Official
6 Public Records of Travis County, Texas, and Block DD of Sheldon 230
7 Section 1, Phase 2 a subdivision of record in Document No. 200600033
8 of the Official Public Records of Travis County, Texas, a distance
9 of 2090.63 feet to a 1/2" rebar with Chaparral cap found for the
10 southwest corner of Block DD of Sheldon 230 Section 1, Phase 2,
11 being the northwest corner of the 6.125 acre tract;

12 THENCE South 63°39'27" East, with the north line of the 6.125
13 acre tract and the south line of Block DD of Sheldon 230 Section 1,
14 Phase 2, a distance of 375.16 feet to a 1/2" rebar with Chaparral
15 cap set for the northeast corner of the 6.125 acre tract, being the
16 northwest corner of a 22.802 acre tract described in Document No.
17 2007210182 of the Official Public Records of Travis County, Texas;

18 THENCE South 26°22'18" West, with the east line of the 6.125
19 acre tract, the west line of the 22.802 acre tract and the west line
20 of a 7.598 acre tract described in Document No. 2009200351, a
21 distance 721.24 feet to a 1/2" rebar with Chaparral cap found for
22 the northeast termination of Slaughter Lane East, described in
23 Document 2010044359 of the Official Public Records of Travis
24 County, Texas, being a point in the west line of the 22.802 acre
25 tract;

26 THENCE South 26°22'18" West, with the east termination of
27 Slaughter Lane East and the west line of the 22.802 acre tract, a

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1 distance of 141.81 feet to a 1/2" rebar found for the southeast
2 termination of Slaughter Lane East, being the southwest corner of
3 the 22.802 acre tract, the northwest corner of the 22.818 acre tract
4 and being also the northeast corner of the 6.658 acre tract;

5 THENCE South 63°41'20" East, with the north line of the 22.818
6 acre tract and the south line of the 22.802 acre tract, at a
7 distance of 1246.34 feet passing 1/2" rebar found, in all, a
8 distance of 1246.85 feet to a calculated point for the northeast
9 corner of the 22.818 acre tract, being the southeast corner of the
10 22.802 acre tract, being in the west right-of-way line of an
11 apparent road;

12 THENCE with the east line of the 22.818 acre tract and the
13 west line of the apparent road the following two (2) courses and
14 distances:

15 1. South 13°52'34" West, a distance of 157.47 feet to a 1/2" rebar
16 found;

17 2. South 27°10'07" West, a distance of 638.82 feet to a 1/2" rebar
18 with Chaparral cap set for the southeast corner of the 22.818 acre
19 tract, being in the north right-of-way line of Capitol View Drive
20 (60' right-of-way width), being also the northeast corner of Lot
21 15-B, Resubdivision of Lots 14 & 15, Capitol View Estates, a
22 subdivision of record in Volume 47, Page 100 of the Plat Records of
23 Travis County, Texas;

24 THENCE North 62°33'37" West, with the south line of the 22.818
25 acre tract and the north line of Lot 15-B, a distance of 561.95 feet
26 to a 1/2" rebar found for the northwest corner of Lot 15-B, being an
27 angle point in the east line of the 679.66 acre tract;

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1 THENCE South 27°16'23" West, with the east line of the 679.66
2 acre tract, the west line of the said Resubdivision of Lots 14 & 15,
3 Capitol View Estates, the west line of Capitol View Estates, the
4 west line of the Resubdivision of Lots 10, 11, 21, 22 & 23, Capitol
5 View Estates, a subdivision of record in Volume 48, Page 1 of the
6 Plat Records of Travis County, Texas, the west line of the
7 Resubdivision of Lot 5, Capitol View Estates, a subdivision of
8 record in Volume 55, Page 47 of the Plat Records of Travis County,
9 Texas, and the west line of the Resubdivision of Lot 4, Capitol View
10 Estates, a subdivision of record in Volume 58, Page 66 of the Plat
11 Records of Travis County, Texas, a distance of 4347.40 feet to the
12 POINT OF BEGINNING, containing 701.655 acres of land, more or less.

13 SECTION 3. (a) The legal notice of the intention to
14 introduce this Act, setting forth the general substance of this
15 Act, has been published as provided by law, and the notice and a
16 copy of this Act have been furnished to all persons, agencies,
17 officials, or entities to which they are required to be furnished
18 under Section 59, Article XVI, Texas Constitution, and Chapter 313,
19 Government Code.

20 (b) The governor, one of the required recipients, has
21 submitted the notice and Act to the Texas Commission on
22 Environmental Quality.

23 (c) The Texas Commission on Environmental Quality has filed
24 its recommendations relating to this Act with the governor,
25 lieutenant governor, and speaker of the house of representatives
26 within the required time.

27 (d) The general law relating to consent by political

S.B. No. 1872

1 subdivisions to the creation of districts with conservation,
2 reclamation, and road powers and the inclusion of land in those
3 districts has been complied with.

4 (e) All requirements of the constitution and laws of this
5 state and the rules and procedures of the legislature with respect
6 to the notice, introduction, and passage of this Act have been
7 fulfilled and accomplished.

8 SECTION 4. This Act takes effect immediately if it receives
9 a vote of two-thirds of all the members elected to each house, as
10 provided by Section 39, Article III, Texas Constitution. If this
11 Act does not receive the vote necessary for immediate effect, this
12 Act takes effect September 1, 2013.

S.B. No. 1872

David Newkum
President of the Senate

Joe Straus
Speaker of the House

I hereby certify that S.B. No. 1872 passed the Senate on May 2, 2013, by the following vote: Yeas 31, Nays 0.

Daisy Shaw
Secretary of the Senate

I hereby certify that S.B. No. 1872 passed the House on May 17, 2013, by the following vote: Yeas 134, Nays 0, two present not voting.

Robert Haney
Chief Clerk of the House

Approved:

14 JUNE '13
Date

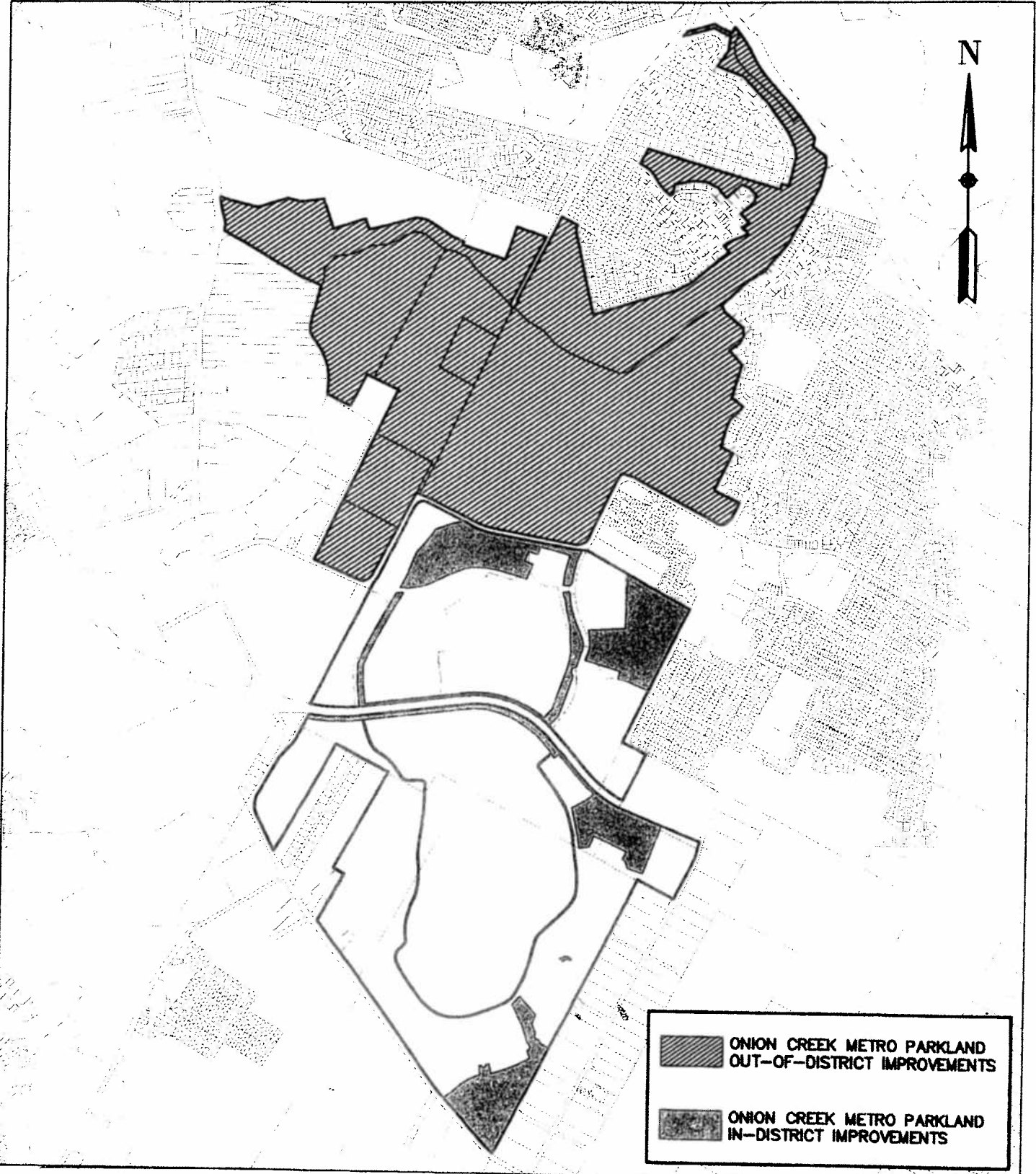
RICK PERRY
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10 pm O'CLOCK

JUN 14 2013

[Signature]
Secretary of State

EXHIBIT B





	ONION CREEK METRO PARKLAND OUT-OF-DISTRICT IMPROVEMENTS
	ONION CREEK METRO PARKLAND IN-DISTRICT IMPROVEMENTS

EXHIBIT B

CIVIL E, LLC
 8240 N. MOPAC EXPY
 SUITE 125
 AUSTIN, TX 78759
 OFFICE: 512-402-6878
 FAX: 512-402-6947



TEXAS REGISTERED ENGINEERING FIRM F-15581

Job No. 13003_04	Snapshot:	SHEET NO.
Scale (Horz.): 1" = 1800'	Scale (Vert.):	
Date: 05/01/14	Reviewed By: GF	Drawn By: GF

01 of 01

EXHIBIT C

City of Austin Parks and Recreation Department Maintenance Levels

Definitions of Maintenance Levels

Level One: Is associated with high traffic areas that have amenities that require significant staff time and attention. These areas are serviced at least once a day if not more often. Staff resources are spent on irrigation, general repairs, mowing, planting beds, trails, bathrooms and trash removal.

Level Two: Is associated with neighborhood parks that have less volume of traffic; however, park amenities are associated in these parks as well as basic repair. These areas are serviced at least five times a week. Staff resources are spent on bathrooms, mowing and trash removal.

Level Three: Is associated with pocket parks that have low volume of traffic. These areas are serviced two to three times a week. Staff resources are spent on mowing on demand and trash removal.

Open Space: Is associated with non-developed parks, trails or natural areas. These areas are serviced once a quarter. Staff resources are spent on mowing on demand and trash removal.

Operational Guidelines for Grounds Maintenance	
PARK MAINTENANCE Standards	
	By reviewing the service level classifications found in "Park Maintenance Standards," a publication of the National Recreation and Park Association (NRPA), and adopting reasonable standards for the Austin Parks and Recreation Department (PARC), Four (4) appropriate maintenance levels are proposed as follows:
Level One	State of the art maintenance applied to a high quality diverse landscape
Level Two	Moderate level maintenance
Level Three	Minimum level maintenance
Open Space	Natural area that is not developed
Turf Care	
	Grass height is maintained according to species and variety of grass.
	Mow at least once every five to seven working days but may be as often as once every three working days.
	Aerate turf at least two times per year: April through October.
	Reseed or sod as needed.
	Weed control practice is that no more than five percent of the surface has weeds present.
	Complete site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
	Staff applies adequate fertilization to plant species according to their optimal requirements. Staff base requirements on soil and tissue analysis as needed.
	Fertilize turf as needed: Or as scheduled for over seeded facilities.
	Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth.
Irrigation	
	Sprinkler irrigated, automated systems used. The use of central irrigation control is standard.
	Irrigation system components are inspected on watering days on turf areas and other plant material to identify signs of stress or weakness.
	Total system preventative maintenance checks are completed weekly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly.
	Identified problems are corrected or repaired immediately.

Playgrounds, Water Features, Exercise Courses and Fountains	
	Staff inspects all playground equipment and areas on a daily basis (High Frequency) to ensure the equipment is in safe, clean, operating condition and the surfacing is free and clear of hazards.
	Staff trained by or passed the National Playground Safety Inspector (NPSI) Program will inspect the playground equipment and area two times per year (Low Frequency).
	The water play feature will be inspected and test operated on a daily basis by Aquatic staff to ensure that it is in safe, clean condition and is operating properly.
	Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed.
	Staff will clean and sanitize all drinking fountains on a daily basis.
Restrooms and Pavilions	
	Staff will clean, sanitize, and stock all restrooms at a minimum of once per day or more frequently as needs arise. This includes floors, walls, ceilings, toilets, and urinals.
	Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of once per day.
	Staff will clean and inspect pavilions at a minimum of once per day.
	Staff will clean barbecue grills, empty trashcans, sweep the area, and clean tables on a daily basis.
Litter Control / Surfaces	
	Parks and facilities are patrolled a minimum of once per day, seven days a week.
	Staff will check all trash receptacles daily.
	Staff will pull trashcan liners on a daily basis if they are over half full and install new liners.
	Extremely high visitation may increase the frequency of park patrolling and trash removal.
	Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.
	Staff will clean sidewalks and pavilions so that at no time is there an accumulation of sand, dirt, or leaves. This is required daily.
	Staff will inspect trail surfaces daily for debris, erosion, and hazards.
	Graffiti on any surface will be removed within 24 hours of the incident.
Tree and Plant Care	
	Staff will evaluate all trees and shrubs weekly for pruning as needed.
	Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards.
	All trees to be pruned of sucker growth on an as needed basis.
	Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species.
	Certain facilities will require seasonal color replacement.
	Maintenance activities are to coincide with low demand periods or to take advantage of special growing characteristics.

Inspections / Repairs	
	Repairs to all elements of the design should be done immediately when problems are discovered, replacement parts and technicians are available to accomplish the job.
	When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive.
	Major components of a LEVEL ONE facility should be inspected daily. This includes restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.
Level Two	Level Two is associated with locations that have moderate levels of development or situation, such that it is possible because of budget restrictions, cannot afford a high level of maintenance.
Turf Care	Grass height maintained according to species and variety of grass. Mowed at least once every ten to fourteen working days.
	Aerate turf at least once during the growing season April through October.
	Reseeding or sodding as needed as resources are available.
	Weed control practice is that no more than fifteen percent of the surface has weeds present.
	Mechanical and chemical methods will be used for the site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
	Fertilize turf as needed during the growing season: April through October, over seeded facilities when resources are available.
	Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth.
Irrigation	
	Some manual systems are present.
	Irrigation system components are inspected monthly on turf areas and other plant material to identify signs of stress or weakness.
	Total system preventative maintenance checks are completed monthly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
Playgrounds, Water Features, Exercise Courses and Fountains	
	Staff inspects all playground equipment and areas on a daily basis (High Frequency) to ensure the equipment is in safe, clean, operating condition and the surfacing is free and clear of hazards.
	Staff trained by or passed the National Playground Safety Inspector (NPSI) Program will inspect the playground equipment and area two times per year (Low Frequency).
	The water play feature will be inspected and test operated on a daily basis to ensure that it is in safe, clean condition and is operating properly by aquatic staff.
	Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed.
	Staff will clean and sanitize all drinking fountains on a weekly basis.

	All newly planted trees will be staked and tied to department specifications.
	All damaged or diseased trees will be removed and new trees installed as resources are available.
Pest Management	
	Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected immediately.
	Weed control will be accomplished by chemical and mechanical methods on a daily or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide.
	Emergent herbicides will be applied as needed to minimize weed growth in all high priority turf or decomposed granite areas.
	All areas will be inspected for daily insect and rodent infestations.
	Any pesticide application will be completed in strict accordance with Texas Department of Agriculture.
Sport Courts	
	Tennis-Basketball
	All sports courts will be inspected on a daily basis to ensure safe and clean conditions.
	Any damaged or missing nets will be replaced immediately.
	Hard surface courts will be swept and washed with a power washer on an as needed basis.
	Sand volleyball courts will be checked weekly have the base material leveled and fluffed on an as needed basis.
	Sand volleyball court water system will be tested on a weekly basis to ensure proper operation.
	Lighting systems and timers will be checked weekly for problems and work requests generated to repair the deficiencies immediately.
Skate Park— BMX	
	Due to the high visibility and visitation of these amenities, skate parks are to be inspected daily for safety, cleanliness, graffiti, and general liability.
	Surfaces will be swept daily or as needed.
	Deficiencies are documented on the facility checklists and repairs are prioritized.
Area / Security Lights, Flag Poles, and Park Signage	
	All area and security lighting will be checked daily.
	Light pole bases and poles will be inspected weekly for indications of damage and rust.
	The lighting system, timer, and light fixtures will be checked daily for operation.
	Flag poles will be checked weekly of ropes, cables, and flags will be replaced as needed due to wear and damage.
	Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.

	Any pesticide application will be completed in strict accordance with Texas Department of Agriculture.
Sport Courts	Tennis & Basketball
	All sports courts will be inspected on a weekly basis to ensure safe and clean conditions.
	Any damaged or missing nets will be replaced on demand.
	Hard surface courts will be swept monthly and washed with a power washer on a monthly basis.
	Sand volleyball courts will have the base material leveled and fluffed on an as needed basis.
	Sand volleyball court watering systems will be tested on a monthly basis to ensure proper operation.
	Lighting systems and timers will be checked weekly for problems and work requests generated to repair the deficiencies immediately.
Skate Parks—BMX	
	Due to the high visibility and visitation of these amenities, skate parks are to be inspected daily for safety, cleanliness, graffiti, and general liability.
	Surfaces will be swept weekly or as needed.
	Deficiencies are documented on the facility checklists and repairs are prioritized.
Area / Security Lights, Flag Poles, and Park Signage	
	All area and security lighting will be checked weekly.
	Light pole bases and poles will be inspected weekly for indications of damage and rust.
	The lighting system, timer, and light fixtures will be checked weekly for operation.
	Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.
	Flag poles will be checked bi-weekly of ropes, cables, and flags will be replaced as needed due to wear and damage.
Inspections / Repairs	
	Repairs to all elements of the design should be done immediately when problems are discovered, replacement parts and technicians are available to accomplish the job.
	When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive.
	Major components of a LEVEL TWO facility should be inspected Bi-weekly. This includes: restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.

Restrooms and Pavilions	
	Staff will clean, sanitize, and stock all restrooms at a minimum of five times a week. This includes floors, walls, ceilings, toilets, and urinals.
	Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of five times a week.
	Staff will clean and inspect pavilions weekly.
	Staff will clean barbeque grills weekly.
	Empty trashcans, sweep the area, and clean tables at a minimum of five times a week.
Litter Control / Surfaces	
	Parks and facilities are patrolled a minimum of five times a week.
	Staff will check all trash receptacles five times a week.
	Staff will pull trashcan liners if they are over half full and install new liners five times a week.
	Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.
	Staff will clean sidewalks and pavilions weekly.
	Staff will inspect trail surfaces weekly for debris, erosion, and hazards.
	Staff will sweep parking lots and service drives on a monthly basis or as necessary.
	Graffiti on any surface will be removed within 2 days of the incident.
Tree and Plant Care	
	Staff will evaluate all trees and shrubs monthly for pruning as needed. The frequency is primarily dictated by species and variety of trees and shrubs. The length of growing season and design concept also a controlling factor (i.e. clipped vs. natural style hedges). Maintenance in this area is as needed to provide safety, visibility, and to ensure the health of the plant.
	Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards.
	All trees to be pruned of sucker growth on an as needed basis.
	Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species.
	All newly planted trees will be staked and tied to department specifications.
	All damaged or diseased trees will be removed and new trees installed when resources are available.
Pest Management	
	Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected within 10-14 days.
	Weed control will be accomplished by chemical and mechanical methods on a weekly or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide.
	All areas will be inspected for as needed for insect and rodent infestations on a weekly basis.

Turf Care	
	Grass will be mowed 14-21 days.
	Weed control should be practiced so that no more than twenty five percent of the surface has weeds present, at entrances only.
Irrigation	
	No irrigation.
Playgrounds, Water Features, Exercise Courses and Fountains	
	Staff inspects all playground equipment and areas on a weekly basis to ensure the equipment is in safe, clean, operating condition and the surfacing is free and clear of hazards.
	Staff trained by or passed the National Playground Safety Inspector (NPSI) Program will inspect the playground equipment and area two times per year (Low Frequency).
Restrooms and Pavilions	
	May involve contracted service for portable toilets (port-a-potty).
	Ensure weekly check to ensure contracted cleaning service is performed or staff will clean, sanitize and monitor once a week.
Litter Control / Surfaces	
	Parks and facilities are monitored a minimum of twice a week (M-S)
	Surfaces should be cleaned, repaired, repainted or replaced when appearance has noticeably deteriorated.
	Safety repairs take priority over appearance.
Tree and Plant Care	
	Tree Trimming: Trees evaluated annually.
Pest Management	
	Using an integrated pest control management program, sites will be inspected annually and may be treated with pre-emergent herbicides or mechanical methods to reduce weeds and invasive species.
	Usually done when disease or insects are inflicting noticeable damage, reducing vigor of plant materials or could be considered a direct bother to the public (i.e. fire ants).
	Some moderate problems may be tolerated at this level.
	Any pesticide application will be completed in strict accordance with Texas Department of Agriculture.
Area / Security Lights, Flag Poles, and Park Signage	
	All park site signage will be inspected on a monthly basis.
	Replacement or repair of fixtures when observed or reported as not working. Work order requests to Support Services should indicate a "2" priority.

Inspections / Repairs	Major components of a LEVEL Three facility should be inspected Monthly. This includes: restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.
Open space (Level 3)	Open space has limited use and resources.
Turf Care	Not mowed.
	Weed control only if legal requirements demand mowing.
	May involve application of soil binder to maintain soil in place.
	Not fertilized.
Irrigation	Not irrigated.
Playgrounds, Water Features, Exercise Courses and Fountains	Should be maintained for safety and function only.
Restrooms and Pavilions	None applicable in these locations.
Litter Control / Surfaces	Once per month.
	Service when safety is a consideration.
Tree and Plant Care	None, unless safety is a concern.
Pest Management	No control, except in epidemic or safety situations.
Area / Security Lights, Flag Poles, and Park Signage	Replacement or repair of fixtures when reported as not working. Work order requests to Support Services should indicate a "B" priority.
Inspections / Repairs	Once per month.

EXHIBIT E
FORM OF NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in Onion Creek Metro Park District (the "District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected rate of tax is \$.20 on each \$100 of assessed valuation. The total amount of bonds, excluding any bonds or any portion of bonds issued that are payable solely from the revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ _____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District is located within the corporate boundaries of the City of Austin, Texas. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District unless or until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this District is to provide for planning, design, maintenance and operation and phased construction of park and recreational facilities within the District and within city owned park areas adjacent thereto from taxes paid by District property owners to the District, directly and through the issuance of bonds payable in whole or in part from property taxes. The cost of these park facilities is not included in the purchase price of your property, and these park facilities are owned or to be owned by the District and the City of Austin, Texas, respectively.

Park and recreation improvements paid for with tax revenues directly or through the issuance of bonds are open to the public at large and the use thereof is not restricted only to residents of the District.

The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

(APPROPRIATE ACKNOWLEDGMENTS)

NOTE: After recording, please return to: _____

EXHIBIT E-1
Plain Speak" Notice to Purchasers

The property you are about to purchase, identified below, is located within Onion Creek Metro Park District (the "District"). The District is a governmental entity with taxing power that was created by the Texas Legislature with the consent of the City of Austin (the "City"). By signing this Notice you are acknowledging that you received and understand the information about the District and its taxes, and the City and its taxes, as written in this Notice. As described below, you need to know that the District is imposing a separate tax to pay for costs associated with parks in the District and adjacent to the District.

The District and the City have entered into a Consent Agreement (the "Consent Agreement") that contains provisions that may affect you as a property owner. The following summary describes certain important provisions of the Consent Agreement but does not include every provision. You may obtain a full and complete copy of the Consent Agreement from the District upon your request.

1. District Services. The District was created to provide the property owners in the District access to premium quality public park and recreation facilities in the Onion Creek Metro Park and Greenbelt Corridors that is owned by the City and to public park and recreation facilities within the District. All the park and recreation facilities funded by the City and the District are open to the public at large.

2. Tax Rate. The District is imposing a property tax rate of \$.20 per \$100 valuation. The District tax is in addition to the City tax. District tax revenues will provide for the operation and maintenance of park and recreation improvements within the Onion Creek Metro Park and Greenbelt Corridors and within the District.

3. City Tax Revenues. The City tax revenues will enable the City to invest City funds for capital improvements in the Onion Creek Metro Park and Greenbelt Corridors.

4. Non-District Services. Certain amenities within the District are owned by the Homeowners' Association operating within the District and are not open to the public at large and are restricted to the use of District property owners. Such amenities include, but are not limited to, the swimming pool and amenity center, if and when built.

5. Governance. The District is governed by a Board of seven members all appointed by the City. The City may nominate three members of the Board and the District may nominate four members of the Board.

At such times as 1,500 homes in the development are occupied in the District, the District will identify one resident homeowner to nominate for the City to appoint as one of the four District nominees. At such times as 2,000 homes are occupied in the development in the District, the District will identify one resident homeowner to nominate for the City to appoint as the second of the four District nominees. At such times as 3,000 homes are occupied in the development in the District, the District will identify one resident homeowner to nominate for the City to appoint as the third of the four District nominees. At such time as 3,500 homes are occupied in the development of the District, the District will identify one resident homeowner to nominate for the City to appoint as the fourth of the four District nominees. If the Board is enlarged by action of the entire Board, the District will continue to nominate resident homeowners for membership of the Board as homes are occupied in the development in increments of 500, up to the maximum number of Board members established.

The Director of the City Parks and Recreation Department ("PARD") may serve as a non-voting ex officio member of the Board. No Board member may serve more than two consecutive four-year terms of office.

6. Complaints. If you as a property owner in the District have a complaint about parks and recreation facilities in Onion Creek Metro Park and Greenbelt Corridors, you are directed to call PARD. If the question concerns the parks and the recreation facilities within the District, you are directed to call the District.

By: _____
Name: _____
Property Description: _____
Date: _____

ANEXO E-2
Aviso a los compradores en "lenguaje simple"

La propiedad que está por comprar, identificada más adelante, se encuentra dentro del Distrito del Parque Metropolitano Onion Creek (el "Distrito"). El Distrito es una entidad gubernamental con facultad de cobrar impuestos que fue creada por la Legislatura de Texas con el consentimiento de la Ciudad de Austin (la "Ciudad"). Firmar este Aviso significa que reconoce que recibió y comprendió la información acerca del Distrito y sus impuestos, y la Ciudad y sus impuestos, como se describen en este Aviso. Como se describe más adelante, debe saber que el Distrito recauda un impuesto separado para pagar los costos asociados con los parques del Distrito y adyacentes al Distrito.

El Distrito y la Ciudad han celebrado un Acuerdo de Consentimiento (el "Acuerdo de Consentimiento") que incluye disposiciones que podrían afectarlo como propietario. El siguiente resumen describe algunas disposiciones importantes del Acuerdo de Consentimiento pero no las incluye a todas. Puede obtener una copia completa y entera del Acuerdo de Consentimiento si se la solicita al Distrito.

1. Servicios del Distrito. El Distrito fue creado para proveer a los propietarios del Distrito acceso a instalaciones de parques y recreación públicas de primera calidad en los corredores del Parque Metropolitano Onion Creek y del Cinturón Verde Onion Creek que son propiedad de la Ciudad y a instalaciones de parques y recreación públicas dentro del Distrito. Todas las instalaciones de parques y recreación financiadas por la Ciudad y el Distrito están abiertas al público en general.

2. Tasa de impuestos. El Distrito impone una tasa de impuesto predial de \$.20 cada \$100 de valuación fiscal. El impuesto del Distrito se suma al impuesto de la Ciudad. Los ingresos fiscales del Distrito proveerán fondos para operación y mantenimiento de mejoras a instalaciones de parques y recreación dentro de los corredores del Parque Metropolitano Onion Creek y del Cinturón Verde Onion Creek y dentro del Distrito.

3. Ingresos impositivos de la Ciudad. Los ingresos impositivos de la Ciudad le permitirán a la Ciudad invertir fondos de la Ciudad para mejoras de infraestructura en los corredores del Parque Metropolitano Onion Creek y del Cinturón Verde Onion Creek.

4. Servicios ajenos al Distrito. Ciertas instalaciones dentro del Distrito pertenecen a la Asociación de Propietarios que funciona dentro del Distrito y no están abiertas al público en general y su uso es exclusivo de los propietarios del Distrito.

Dichas instalaciones incluyen, entre otras, la piscina y el centro de esparcimiento, siempre y cuando se edifiquen.

5. Gobernanza. El Distrito está gobernado por una Junta de siete miembros, todos nombrados por la Ciudad. La Ciudad puede nominar tres miembros de la Junta y el Distrito puede nominar cuatro miembros de la Junta.

Cuando 1,500 viviendas estén ocupadas en la urbanización en el Distrito, el Distrito identificará un propietario residente para nominarlo para que la Ciudad lo designe como uno de los cuatro nominados del Distrito. Cuando 2,000 viviendas estén ocupadas en la urbanización en el Distrito, el Distrito identificará un propietario residente para nominarlo para que la Ciudad lo designe como el segundo de los cuatro nominados del Distrito. Cuando 3,000 viviendas estén ocupadas en la urbanización en el Distrito, el Distrito identificará un propietario residente para nominarlo para que la Ciudad lo designe como el tercero de los cuatro nominados del Distrito. Cuando 3,500 viviendas estén ocupadas en la urbanización en el Distrito, el Distrito identificará un propietario residente para nominarlo para que la Ciudad lo designe como el cuarto de los cuatro nominados del Distrito. Si se agrandara la Junta por decisión de toda la Junta, el Distrito continuará nominando propietarios residentes para pertenecer a la Junta a medida que se ocupen viviendas en la urbanización en incrementos de 500, hasta alcanzar la cantidad máxima establecida de miembros de la Junta.

El Director del Departamento de Parques y Recreación de la Ciudad (“PARD” por sus siglas en inglés) podría desempeñarse como un miembro ex officio sin derecho a voto de la Junta. Ningún miembro de la Junta podrá ocupar el cargo por más de dos mandatos consecutivos de cuatro años.

6. Quejas. Si usted, en calidad de propietario del Distrito, tiene una queja respecto de las instalaciones de parques y recreación en los corredores del Parque Metropolitano Onion Creek y del Cinturón Verde Onion Creek, debe comunicarse con el PARD. Si la pregunta se relaciona con las instalaciones de parques y recreación dentro del Distrito, debe comunicarse con el Distrito.

Por: _____
Nombre: _____
Descripción de la propiedad: _____
Fecha: _____

EXHIBIT F

Master Plan Elements for Onion Creek Metro Park

A. Inventory of existing conditions. Following attributes should be collected.

1. Environmental conditions and special studies: Topography, soils, vegetations, heritage trees, creeks, critical environmental features, bank stabilizations, sediment collections, flooding potential, flora and fauna information.

2. Built conditions: (Existing and proposed) roadway networks, bus routes, utilities.

3. Demographics: (Current and projected) within a 3 mile radius.

4. Land Uses and Real Estate information: This should include existing and proposed land uses, including any existing easements, and ROW information.

5. Inventory other metro, district , neighborhood parks and trail systems within the southeast, such as Mary Moore Searight Metro Park, Dove Springs District Park, Franklin Neighborhood Park, Onion Creek Greenbelt, Roy Kizer Golf Course, Onion Creek Soccer Complex.

B. Site Analysis: The collected data should be represented using maps, diagrams, narratives, to develop an opportunities and constraint conclusions that may influence the future development of the park.

C. Community Input. No less than four community input meetings should be held during the development of the master plan. City staff will assist by providing interest lists, neighborhood associations, and community groups within the southeast area of Austin.

D. Vision Plan. A vision plan should be developed after the site analysis and community input meetings, (at least one) are completed. The vision plan should include goals, and planning principles that will guide the master planning process. The vision plan will also include a spatial representation of key images and sketches identifying the intended character of the park. Major objectives could also be developed during this stage.

E. Park Programming. This stage should include a more refinement of the programmatic elements of the plan. Suggested recreational amenities should be represented graphically including images of the intended uses within the park. A circulation plan should also be included identifying pedestrian, bicycle and vehicular connections. A narrative should be included outlining the space required, suggested design (if applicable) and costs.

F. Capital and Maintenance Costs. A summary table should be developed identifying all capital and maintenance costs associated with the program elements.

G. Plan Implementation. A phasing plan should be developed to identify what program elements should be funded by priority order, including costs.

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG
THE CITY OF AUSTIN, TEXAS,
ONION CREEK METRO PARK DISTRICT,
AND AUSTIN GOODNIGHT RANCH LP**

This **FIRST AMENDMENT TO THE CONSENT AGREEMENT** (“First Amendment to the Consent Agreement”), effective as of the Effective Date, is made by and among **THE CITY OF AUSTIN, TEXAS**, a home rule municipality located in Travis, Hays and Williamson Counties of the State of Texas (the “City”); **ONION CREEK METRO PARK DISTRICT**, a political subdivision of the State of Texas created by the Legislature under the authority of Article 16, Section 59, and Article 3, Sections 52 and 52-a of the Texas Constitution (the “District”); and **AUSTIN GOODNIGHT RANCH LP**, (the “Developer”).

RECITALS

WHEREAS, the City, the District, and the Developer entered into a Consent Agreement made effective as to the City and Developer on June 26, 2014 and as to the District on August 13, 2014; and

WHEREAS, the City, the District, and the Developer have determined that it is in their best interests to enter into this First Amendment to the Consent Agreement with one another to provide for certainty with regard to the benefits to be provided to the land within the District and to the City, and to ensure efficient and effective implementation of park development within the boundaries of the District for the benefit of the present and future residents and the public at large; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this First Amendment to the Consent Agreement, the City, the Developer, and the District agree as follows:

1. The following definitions in Article I of the Consent Agreement “DEFINITIONS” are hereby added or amended to read as follows:

“Base Park Improvement” means the “Great Lawn,” a 50 acre park improvement in the OCMPGC to be constructed and installed by the City, comprised of a fifty space parking lot, 30 acres of irrigated lands and 20 acres of non-irrigated lands as shown on **Exhibit “C”**.

“Base Park Payment” means an annual payment not to exceed \$160,000, in the form of a Grant, which is the estimated annual cost of operation and maintenance of the Base Park Improvement.

“Board” means the duly qualified and acting Board of Directors of the District.

“Consent Ordinance” means the ordinance or resolution the Austin City Council adopts to grant its consent to the creation of the District and the inclusion of the Developer’s land within the District, as provided for in the Enabling Legislation. The term includes any ordinance or resolution necessary to effectuate this First Amendment to the Consent Agreement.

“In-District Improvements” means the undertakings of the District in compliance with Sections 3924.006 and 3924.102 of the Enabling Legislation that promote the health safety, welfare and enjoyment of the general public and include pedestrian ways, streetscapes, landscaping and associated irrigation, parks and recreational facilities, and improvements to be generally located as shown on **Exhibit “B” of the Consent Agreement**.

“Major Amendment to the Master Park Plan” means a major deviation from the Master Park Plan that, based on staff input, and in the discretion of the PARD director, requires an amendment. Such deviations include but are not limited to the following:

- A change in use from a specific amenity identified in the Master Park Plan;
- A change in use that does not align with the overall theme or character of the Master Park Plan;
- A change in use requires significant added parking to the park;
- A change in use requires an adjustment to the existing maintenance plan, operation or program budget for the park;
- A change in use that will significantly increase the number of users to the park.

“Minor Amendment to the Master Park Plan” means a deviation from the Master Park Plan that is not listed in the definition of Major Amendment to the Master Park Plan, but is determined to be a minor deviation, based on staff input and the discretion of the PARD director.

“Nuckols Crossing” means that certain portion of the public right of way that separates the District boundary and in-District park lands from the OCMPGC (depicted on **Exhibit “D”**), and which the Parties expect shall be converted to a park road when Pleasant Valley Road is completed, as it traverses the OCMPGC.

“Onion Creek Metro Park and Greenbelt Corridors,” referred to in this Consent Agreement as “OCMPGC,” means the land comprising approximately 555 acres as shown in the City’s maps entitled Onion Creek Metro Park and Greenbelt Corridors, located east of IH-35, west of Salt Springs Road, south of East William Cannon Drive, and north of the District and Nuckols Crossing Road. The City currently maintains recreational improvements in the Greenbelt Corridors, which is approximately 106 acres, and it is contemplated that such maintenance will continue unless otherwise agreed by the Parties.

“Greenbelt Corridors Improvements” means the parks and recreational improvements existing at the time the Parties entered into the Consent Agreement and constructed and maintained by the City within the Greenbelt Corridors as depicted on the attached **Exhibit “E”**.

“O&MM” means the Operations and Maintenance Manual referenced in Section 7.01(iii) infra.

“Reclaimed Water” means reclaimed domestic or municipal wastewater that has allowed by been treated to a quality suitable for certain purposes including landscape irrigation as applicable law including 30 TAC Chapter 210, and the City Code.

2. The following sections of Article II of the Consent Agreement “CONSENT TO CREATION OF DISTRICT” are hereby added or amended to read as follows:

Section 2.03. Streetscapes. (a) At its own cost, the District will own, operate and maintain any improvements in the District that the District constructs or authorizes installation of, located in the public right-of way along City streets. The District will maintain insurance on the improvements for so long as the improvements are in place or as otherwise agreed to by the Parties, and name the City as an additional insured.

(b) The Parties agree that the City has the right to remove the District’s improvements if the City deems it necessary to protect public health and safety, provided the City provides the District 90 days written notice of its intention to perform such removal, except in the cases of an emergency where, in the reasonable opinion of the City, public health and safety cannot be protected without immediate removal of the District’s improvements whereby the City may remove the District’s improvements but only to the extent other reasonable means such as restricting access to the District’s improvements are not available to the City and the immediate removal is necessary to protect against the imminent threat to health and public safety. The City will provide prompt notice to the District and Developer of its intent to remove or removal of the District’s improvements due to an imminent threat to health and public safety. The District shall pay for all reasonable and necessary costs for removal of the District’s improvements.

(c) The District will maintain the District’s streetscapes improvements located in the City’s right-of- way in accordance with the City Code and all applicable laws and regulations applicable to the streetscapes. If the District is in violation of a law or regulation or the City Code applicable to the streetscapes improvements, the City shall inform the District of the violation in writing, and if the District does not act within 90 days of such written request, the City has the right to specific performance by the District or the City may correct the violation and the District shall pay the reasonable and necessary costs for correcting the violation within 45 days of receipt of an invoice from

the City for same. If in the City's reasonable opinion the violation can only be corrected by removal of the District's improvements, the City may remove, replace, or repair the streetscapes improvements to the extent necessary to be in compliance with applicable laws and regulations or the City Code

(d) The permission granted to the District in section 2.03 (a) to construct and install public improvements in the City's right-of-way within the District boundaries terminates only when the District ceases to exist, and in such case, the District's public improvements are to be considered City-owned.

3. The following sections of Article III of the Consent Agreement "AGREEMENTS IN ADVANCE OF DEVELOPMENT" are hereby added or amended to read as follows:

Section 3.03. In-District Improvements. Until the District has sufficient funds to pay its own expenses, the Developer intends to advance funding on behalf of the District, to pay the costs of planning, design, and construction of public improvements within the District as further defined by the Enabling Legislation, generally in the locations depicted on **Exhibit "B" of the Consent Agreement**, including the Underpasses, a three-mile loop for hiking and biking, the trails along Slaughter Lane, streetscapes and pedestrian ways that provide access from the District to OCMPGC, the Pond(s), and other public open spaces within the southern portion of the development. Such improvements will be conveyed to the District upon completion of construction and acceptance, and the District will own, operate and maintain thereafter.

Section 3.04. Enabling Legislation Incorporated into Agreement. The provisions of the Enabling Legislation, attached as **Exhibit "A," to the Consent Agreement** are incorporated into and made a part of this Agreement for all purposes and if there is a conflict between this Agreement and the Enabling Legislation the Enabling Legislation shall control.

4. The following sections of Article IV of the Consent Agreement "DISTRICT GOVERNANCE" are hereby added or amended as follows:

Section 4.01 (b) District Board of Directors. The Parties agree to the following system of Board member appointment:

(1) Of the seven members of the Board named above, the City has nominated three persons (Places 1, 2 and 3 above), and the Developer, on behalf of the District, has nominated four persons (Places 4, 5, 6 and 7 above). With the adoption of this Consent Agreement by the City, the City appoints all seven of the initial permanent directors as members of the Board.

(2) Members of the Board shall serve four-year terms, except for the initial one year term required in the Enabling Legislation, in order to establish terms that are staggered, as set forth below. No member shall serve more than three consecutive terms of four years each for a total time of twelve years of uninterrupted service. A director may serve again after a minimum of one year of absence from office, and the count of consecutive terms would begin anew. All directors must meet the qualifications set forth in the Enabling Legislation and more particularly specified in the City's Ordinance No. 810819-E. The City shall appoint the members of the Board according to the procedure it follows when it appoints other citizen members of City Boards and Commissions.

(3) As vacancies occur, the City shall nominate directors to replace Places 1, 2 and 3 above ("City Directors") and the District, after its execution of this Consent Agreement, shall nominate directors to replace Places 4, 5, 6 and 7 above ("District Directors"). Until the District executes this Consent Agreement, the Developer shall nominate directors to replace Places 4, 5, 6 and 7 above.

(4) Nomination and Appointment of City Directors. In nominating and appointing City Directors, the City will follow the procedure set forth in the City Code for appointments to a board with fewer than seven members. The City will make its appointments and provide notice setting forth the appointments to the Board within 60 days of receipt of notice that a vacancy exists among the Board appointments that are made by the City in this Consent Agreement.

(5) Nomination and Appointment of District Directors. In nominating District Directors, the District will follow the procedure set forth in Texas Water Code Section 49.105(a), and the City shall appoint the District's nominees by adopting a resolution setting forth the appointments to the Board within 60 days of receipt of the District's nomination(s).

(6) Notwithstanding Sections 4.01(b) (4) and (5) preceding, if a Board vacancy, whether a City Director or a District Director, has not been filled before the 61st day after the vacancy occurs, the remaining members of the Board may fill the vacancy in accordance with Texas Water Code Section 49.105(a), provided that District Directors shall always constitute a majority of the Board.

(7) The Directors in Places 1, 3, 5 and 7 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and such first term shall terminate on June 1, 2015.

(8) The terms of the Directors in Places 2, 4 and 6 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and such first term shall terminate on June 1, 2017.

(9) If a director is appointed to fill the unexpired term of a departing director, that replacement director is deemed to have served the years served by the departing director.

(10) At such time as 42% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as one of the four District Directors. At such time as 57% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the second of the four District Directors. At such time as 85% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the third of the four District Directors. At such time as 99% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the fourth of the four District Directors.

(11) The Board by resolution may change the number of voting directors on the Board if the Board determines that the change is in the best interest of the District and the City approves the change. In the event the Board elects to enlarge the Board, the Board shall notify PARD and the Developer of the need for additional nominations for Board members. The City must make additional appointments to fill such new positions on the Board as provided above. At no time may the Board consist of more City Directors than District Directors. The Board may not consist of fewer than seven nor more than 15 members and must be comprised of an uneven number.

(12) The PARD Director or his or her designee shall be an ex officio and non-voting member of the Board.

Section 4.03. Service Agreements. The District may enter into service agreements.

(a) If the District desires to enter into a service agreement related to the operation or maintenance of OCMPGC Improvements, (a "OCMPGC Park Service Agreement") it may do so without further City approval as long as the service provider agrees to abide by the O&MM, as amended from time to time, to the extent it applies to the services being provided by the provider. The District or Developer shall notify the City of its intent to enter into an OCMPGC Park Service Agreement at least 30 days in advance of entering into same. The City shall provide comment to the District within 30 days of receipt of the notice pursuant to this paragraph. The District will endeavor to incorporate the City's reasonable requests related to the OCMPGC Park Service Agreement. The notice to the City shall be sent to the City's Parks and Recreation Department Director. If the District desires to enter into an OCMPGC Park Service Agreement that does not incorporate the O&MM, the District must receive prior written approval from the City which written approval shall not be unreasonably withheld.

(c) If the District is maintaining City-owned property and the City believes the responsibility should revert to the City, the City must present a written request to do so to the Parties, who may consider the request for 60 business days. If the Parties fail to object to the City's request by the close of business on the 61st business day following the date the request is sent (evidenced by post mark or email time and date) then the District shall terminate its service agreement and the City will resume the maintenance responsibilities. The City agrees to maintain the City-owned property referenced above in accordance with the O&MM applicable to the property. The District has the right to require specific performance by the City.

(d) The Parties agree that responsibility for operation and maintenance services will be discussed at each annual meeting of the Parties. If the Parties agree that there should be a change in responsibility to operate and maintain, such determination shall be made at the annual meeting along with a schedule for when the exchange of responsibility can reasonably occur, and the existing assignment of responsibilities shall continue until such agreed upon transition time.

5. The following sections or portions of sections of Article V of the Consent Agenda "AGREEMENTS RELATED TO FINANCING" are hereby added or amended as follows:

Section 5.03 (d) Improvement Projects and Services. The Parties acknowledge that the Developer has paid parkland dedication fees ("PLD Fees") as required by Title 25 of the City Code, relating to the Developer's property within the District for up to 3,533 dwelling units, and will pay additional fees for any dwelling units constructed in addition to the initial 3,533. The City agrees to use all PLD Fees received from Developer, whether to date or in the future, exclusively on improvements within OCMPGC per Section 7.01(b) below, or on adjacent parkland, if approved by the Board of the District. The PLD fees collected and spent shall be reported in the annual meeting required by Section 7.07. However, once the Master Park Plan is one hundred percent (100%) complete and there are no other capital improvements to be made within the OCMPGC, the City may use the PLD fees collected in other areas pursuant to City Code.

Section 5.07. (b) Other Funds. The Parties contemplate that fees may be charged to persons and entities for services and facilities used within the OCMPGC rationally related to such use, and agree that all funds generated by such activities ("Concession Fees") shall be accounted for separately and shall be an offset against any Payment or other Grant paid by the District to the City. Concession Fees earned in connection with the Greenbelt Corridors Improvements, shown on **Exhibit "F"**, shall be reserved for use by the City at its discretion on parks; Concession Fees earned in the District or the OCMPGC and are not shown on **Exhibit "F"** shall be reserved for use by the District at its discretion, subject to the Enabling Legislation and this First Amendment to the Consent.

Section 5.08. Dissolution. If the Board determines that the District should dissolve, it will endeavor to enter into a park maintenance agreement with the Goodnight Residential Master Community Inc., whereby the District and/or its successor will permit maintenance of the District's park and recreational and open space facilities in order to ensure that the level of service and maintenance meets the goals and intentions of the property owners in the District.

6. The following sections or portions of sections of Article VII of the Consent Agreement "MANAGEMENT OF OCMPGC" are hereby added or amended as follows:

Section 7.01. Overview. (b) The City intends to seek funding for the capital improvements within OCMPGC as authorized by Council and as funds become available and appropriated for such improvements. The City acknowledges that the District will be assuming certain maintenance costs for the OCMPGC, and agrees it will use its best efforts to obtain funding for capital improvements in the OCMPGC at least every other year, so that a parks bond issue is contemplated by the City for the OCMPGC at least once every four years.

(i) The City agrees to dedicate an amount of money equal to the total amount of PLD Fees received from the Developer in connection with the land in the District to planning and construction of the OCMPGC Improvements consistent with the timing set forth in this Consent Agreement. The City agrees that to the extent the District has available funds for maintenance that can be dedicated to maintain City park improvements, the City will endeavor to fund park improvements, subject to authorization by Austin City Council and funds becoming available and appropriated for such improvements. The Parties agree that the amount of District available funds and the timing of the funding of capital improvements within the OCMPGC will be discussed at least annually, at the annual meeting required by the Consent.

(ii) The Parties agree that at least every other year, the District, in collaboration with the District 2 representative on the City's Parks and Recreation Board, will make a presentation to the City's Parks and Recreation Board, in order to present a description of then-existing improvements in the OCMPGC and a vision of improvements needed in the immediate future and the demand therefor. In addition, the District will address its ability to pay for the maintenance of the needed improvements.

(iii) An Operations and Maintenance Manual ("O&MM") has been developed and it establishes the operations and maintenance standards required for maintenance of the parks and recreation and open spaces in the District and in the OCMPGC. The current O&MM is incorporated into this Amended Consent as **Exhibit "I"**. The O&MM will contain an estimating tool for expenses and reflect variations in standards for various uses and areas ranging from more than once a day, to daily, to weekly, to monthly, and so on. The Parties agree the O&MM may be amended from time to time without

amendment to the Consent Agreement. Any amendments to the O&MM must be agreed to in writing by the Parties.

Section 7.02. Flow of Funds. (a) Pursuant to the DFA, the Developer shall advance to the District the money necessary to provide funding for:

(i) the APF-led planning process for OCMPGC;

(ii) the design, construction, operation and maintenance of the In-District Improvements; and

(iii) the operation and administration of the District.

(b) To the extent allowed by law, regulation and rules, the District intends to reimburse the Developer for such costs, and other costs paid by the Developer, pursuant to the terms of the DFA.

(c) The City agrees that it will not construct or install OCMPGC Improvements unless and until the District has collected sufficient tax revenues to support the operation and maintenance of said improvements in accordance with the O&MM, or unless the City agrees to fund or perform such operation and maintenance, as more fully detailed in Section 7.04 below. The Parties acknowledge that the District is not responsible for the maintenance of any areas outside the OCMPGC area.

(d) The City agrees that it will complete construction of the Base Park Improvement by September 2020. Unless and until there is any contrary agreement per Section 7.06 below, the City agrees to operate and maintain the Base Park Improvement as prescribed by the O&MM, or unless the District assumes such maintenance responsibility after giving notice to the City of its intention to enter a Service Agreement to provide operations and maintenance services in the OCMP&GC under Section 4.03. The Developer agrees to advance sufficient funds to the District for Base Park Payment(s) until such time as the District has sufficient financial resources to make such payment(s) or the Developer may provide maintenance services via an OCMPGC Park Services Agreement as permitted by Section 4.03. To the extent allowed by law, the annual Base Park Payment shall be made by the District as a Grant to the City pursuant to Section 3924.109 of the Enabling Legislation, unless the District makes direct payments to a service provider pursuant to an OCMPGC Park Services Agreement.

(e) Upon approval by the voters at the confirmation and tax and bond election, which occurred in November 2014, the District has imposed an unlimited ad valorem property tax of \$.20 per \$100 valuation.

Section 7.03. Amendments to the Plan. The Master Park Plan has been conceived by the Parties together, and in 2015, the Master Park Plan was completed. Over time,

the Parties may determine that the Master Park Plan should be changed or modified or revised, if all Parties agree. Minor Amendments to the Master Park Plan shall be approved by the City's Parks and Recreation Board, and the Board. Major Amendments to the Master Park Plan as defined shall be approved by the Board, the City's Park and Recreation Board, and Austin City Council.

Section 7.04. Timing. (a) The Developer has begun the construction of the In-District Improvements and will proceed with reasonable diligence to completion. Construction of In-District Improvements includes, but is not limited to, civil design through the subdivision process, construction of subdivision improvements, park planning and design, implementation of public bids, Board approval of construction agreements and construction of surface improvements. The Developer is agreeing to build trails in compliance with a conceptual plan that may be provided at the time of subdivision approval. A certificate of occupancy will not be withheld based on construction and completion of such conceptual plans. The Developer shall timely complete open space surface improvements such as trails, plantings and amenities, such that improvements are never less than 10 % the pro rata share of occupied residential units to acres of proposed District improvements. The City has the right of specific performance by the Developer regarding the construction of the trails. Subject to Section 7.02(c) above, The City will commence the construction of the OCMPGC Improvements consistent with the Master Park Plan and as authorized by the City Parks and Recreation Board or Austin City Council, and will proceed with reasonable diligence to completion.

(b) Following City approval by the departments with authority to review and approve plans and specifications for proposed In-District Improvements, the Developer will notify the PARD Director within 10 business days of receipt of such approval. PARD will arrange for an inspection if required, and the inspection will be performed no later than 30 days from the date of the City's approval of the plans and specifications.

(c) The Developer and the District will construct the In-District Improvements to meet or exceed City design standards, specifications, and requirements, unless otherwise provided in this Consent Agreement or approved by the City. The In-District Improvements will be operated and maintained to meet or exceed then-current City standards, if any, for the operation and maintenance of similar park and recreational facilities.

(d) Subject to the offset in Section 5.07 (b), the District agrees to make or cause to be made the initial Base Park Payment yearly as required by the Consent, and to make additional Park Payments on or before October 1 of every year thereafter throughout the term of the Consent, in addition to such other payments that it makes to the City. This section is inapplicable if the District has entered into an OCMPGC Park Services Agreement pursuant to Section 4.03.

(e) Excluding the Base Park Improvement, the City has no obligation to expend City funds for OCMPGC Improvements unless the District can support the corresponding operation and maintenance costs for such improvements. In order to determine the availability of District funds for such purpose, on request of the PARD Director, the District shall submit the most recently obtained certified appraised values within the District, copies of the District's then-current annual budget and most recent audit, and its calculation of available, uncommitted funds. The District may include in its calculation a reserve recommended by its bookkeeper and financial advisor. The Parties will then collaborate to reach a joint decision on what OCMPGC Improvements, if any, should be constructed with the expectation of the District funding operation and maintenance and the timing of such construction. This collaboration should be completed during the annual meeting prescribed by Section 7.07.

Section 7.06. District Operation and Maintenance of OCMPGC. In order to obtain the best value for the Parties, the District may enter into an OCMPGC Park Services Agreement to operate and maintain some or all of the OCMPGC Improvements as prescribed by the O&MM. The District may enter such an OCMPGC Park Service Agreement under Section 4.03, above.

Section 7.07. Mutual Assurances. The Parties agree that once a year prior to the end of February the Board, the PARD Director and staff, and representatives of the Developer will meet in order to review the audited financials of the City and the District with respect to capital, operation and maintenance expenditures and income related to the then-existing OCMPGC Improvements. The Parties at that time also shall discuss the efficacy of the past year's use of funds and improvements that could be considered for the upcoming year. If the Parties conclude that District tax revenues that have been budgeted for maintenance within the OCMPGC were not necessary or used for operation and maintenance in the OCMPGC, the funds shall be returned promptly to the District or reallocated to the coming year's budget. The Parties acknowledge that the District's obligations in the OCMPGC do not begin unless and until, 1) improvements are made that have been agreed to by the Parties; 2) the improvements can be maintained by the District's funding sources; and 3) the improvements are in the Master Park Plan or a properly approved amendment thereto.

Section 7.08. Reclaimed Water use. Use of Reclaimed Water in the park areas is strongly encouraged when reasonable access to Reclaimed Water is available.

- 7. The following sections or portions of sections of Article IX of the Consent Agreement "GENERAL PROVISIONS" are hereby added or amended as follows:**

Section 9.08. Exhibits, Titles of Articles, Sections and Subsections. (b) the Exhibits to this Amended Consent are:

EXHIBIT C	Base Park Improvement
EXHIBIT D	Nuckols Crossing
EXHIBIT E	Greenbelt Corridors Improvements Diagram
EXHIBIT F	Concession Fees Areas
EXHIBIT I	Operations and Maintenance Manual (“O & MM”)

Section 9.15. Defined Terms. Capitalized terms that are used in this First Amendment to the Consent Agreement, and not otherwise defined, shall have the meanings set forth in the Consent Agreement.

Section 9.16. The Consent Agreement, as amended herein and, in all other respects, is hereby ratified, approved, and confirmed.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City, the District, and the Developer effective as of the date last written.

[EXECUTION PAGES FOLLOW]

FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN,
TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP (_____
____, 2019)

THE CITY OF AUSTIN

By: _____
Name: Spencer Cronk
Title: City Manager

ATTEST/SEAL:

City Clerk

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF
AUSTIN, TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT
RANCH LP (_____, 2019)**

UNION CREEK METRO PARK DISTRICT

President, Board of Directors

ATTEST:

Secretary, Board of Directors

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN,
TEXAS, ONION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP
(_____, 2019)**

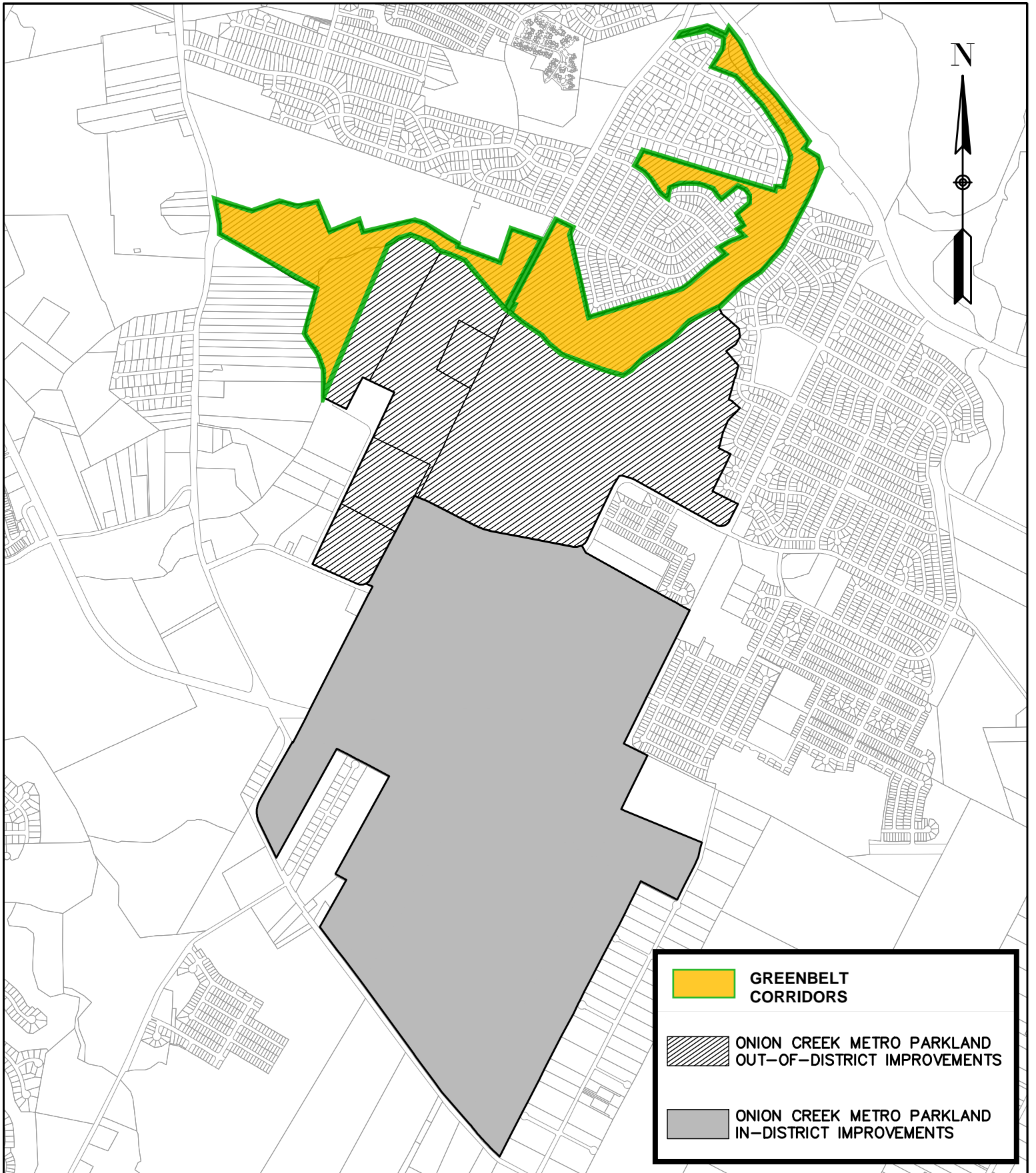
AUSTIN GOODNIGHT RANCH LP

By: _____

Name: David Mahn

Title: Vice President, Benchmark Land &
Exploration

Member, Austin Goodnight Ranch PLLC,
General Partner, Austin Goodnight Ranch LP






	GREENBELT CORRIDORS
	UNION CREEK METRO PARKLAND OUT-OF-DISTRICT IMPROVEMENTS
	UNION CREEK METRO PARKLAND IN-DISTRICT IMPROVEMENTS

EXHIBIT B

CIVILE, LLC
 8240 N. MOPAC EXPY
 SUITE 125
 AUSTIN, TX 78759
 OFFICE: 512-402-6878
 FAX: 512-402-6947



TEXAS REGISTERED ENGINEERING FIRM F-15581

Job No. 13003_04	Snapshot:	SHEET NO.
Scale (Horz.): 1"=1600'	Scale (Vert.):	01 OF 01
Date: 03/26/18	Reviewed By: GF	



Special Parking Determination Class Schedule B

EPG-2017-0011C

Project: 8652 Nuckols Crossing Rd. Date: 11/14/2017

Table with 3 columns: Item, Quantity, Unit. Includes items like 'On-site Vehicle Parking' and 'Off-site Vehicle Parking'.

Special parking determination class Schedule B

City of Austin

City of Austin

- OF CONSTRUCTION
ER LINE
HEAD ELECTRIC
TY LINE
CREEK TRIBUTARY
AY CENTERLINE
L WATER QUALITY ZONE
INT BETWEEN WATERWAY
LINE & CRITICAL WATER ZONE
GOODNIGHT DEVELOPMENT
R FLOODPLAIN
1 BOUNDARY
2 BOUNDARY
IN HAZARD ZONE
ANE STRIPING
RAIL FENCE
SED ACCESSIBLE ROUTE

EXHIBIT IV: STANDARD SITE PLAN NOTES. PLANS BY THE CITY OF AUSTIN INDICATES APPLICABLE CITY REGULATIONS ONLY COMPLIANCE STANDARDS SUCH AS THE 2010 STANDARDS FOR OR THE 2012 TEXAS ACCESSIBILITY STANDARDS...

ING WILL BE FULL CUT-OFF AND FULLY SHIELDED IN SUBCHAPTER E 2.5 AND WILL BE REVIEWED AN REVIEW. ANY CHANGE OR SUBSTITUTION OF SHALL BE SUBMITTED TO THE DIRECTOR FOR DANCE WITH SECTION 2.5.2.E

IN THE CRITICAL ENVIRONMENTAL JUST COMPLY WITH THE CITY OF AUSTIN / CODE, THE NATURAL VEGETATIVE STANDARDS TO THE MAXIMUM EXTENT...

COMPLETE CONTRACTOR SHOULD IN PHASE 2 PLANTING AREAS PERMANENT STAND OF GRASS. SEE N OF PHASE 2 PLANTING AREA MUST BE RECONSTRUCTED AS PHES BY THE OWNER WITHIN 60 RDUCTION OF THE ABUTTING ENT GRADE WITH GUTTERS DRIVING WITH 3" HT. WHITE FIRE LANE TOW AWAY ZONE? RE MAXIMUM REFERENCE L4.01/ TALS

PHASING TABLE with columns: RECD, PHASE 1, PHASE 2, TOTAL. Rows include VEHICLE PARKING, BICYCLE PARKING, LANDSCAPING, DETENTION, etc.

STE TABLE SUMMARY CHART with rows: TOTAL AREA OF SITE (555 AC), TOTAL AREA WITHIN LIMITS OF CONSTRUCTION (30 AC), PERCENTAGE OF AREA COVERED BY IMPERVIOUS COVER (153,056 SF / 27.5%), etc.

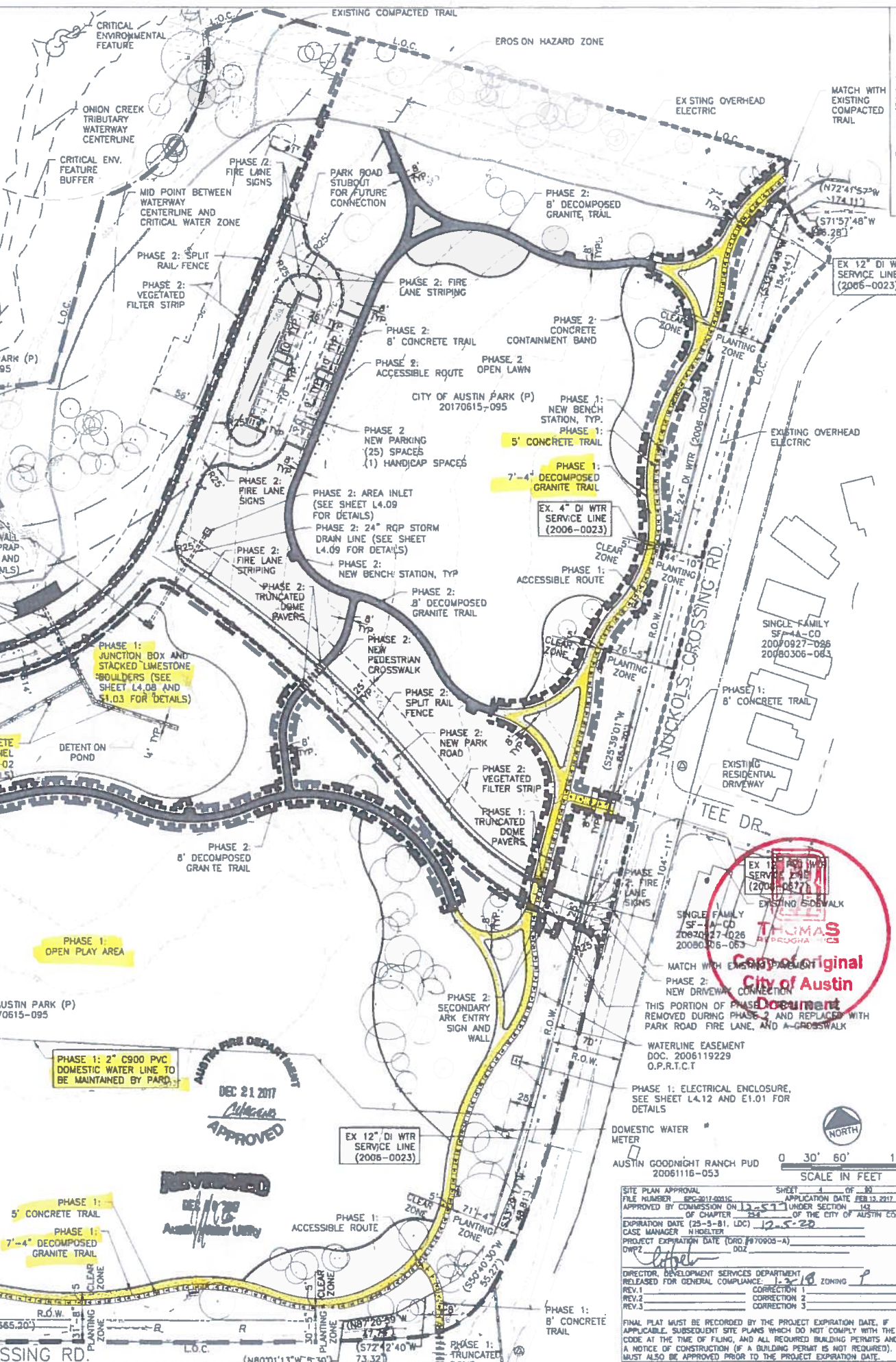
BUILDING TABLE SUMMARY CHART with rows: PROPOSED LAND USE (PARKS AND RECREATION SERVICES), NUMBER OF STORIES, ACTUAL HEIGHT (11'-7"), etc.

* THE DETENTION POND WILL BE CONSTRUCTED AS PART OF PHASE 1 IMPROVEMENTS AND WILL BE OVERSIZED TO ACCOUNT FOR EXTRA RUNOFF THAT WILL OCCUR AFTER PHASE 2 IMPROVEMENTS ARE CONSTRUCTED.

OWNER CONTACT INFORMATION: CITY OF AUSTIN PUBLIC WORKS DEPARTMENT PROJECT MANAGEMENT DIVISION 505 BARTON SPRINGS RD, 9TH FL. AUSTIN, TEXAS 78704

ENG. CONTACT INFO: FNI 2711 N HASKELL AVE. SUITE 3300 DALLAS, TEXAS 75204 REBECCA PITTMAN (817) 735-7519

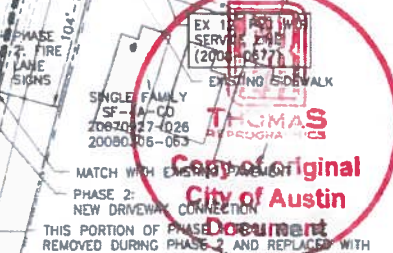
OPTION 1 PROVIDE PEDESTRIAN AND BICYCLE CONNECTIONS TO ADJACENT RESIDENTIAL DEVELOPMENT. OPTION 2 INTERNAL UTILITY LINES SHOULD BE LOCATED IN DRIVE AISLES OR INTERNAL CIRCULATION ROUTES, RATHER THAN UNDER PARKING AREAS.



THOMAS NICKOLS, LANDSCAPE ARCHITECTURE. 10431 Marcola Circle, Suite 300, Austin, Texas 78759. Phone: (512) 617-3100. Fax: (512) 617-3101.

CITY OF AUSTIN - 8652 NUCKOLS CROSSING ROAD. ONION CREEK METRO PARK - DEVELOPMENT SPC-2017-0051C. LANDSCAPE ARCHITECTURE SITE PLAN.

APPROVED DEC 21 2017. THOMAS NICKOLS, LANDSCAPE ARCHITECTURE.



THOMAS NICKOLS, LANDSCAPE ARCHITECTURE. EX 12" DI WTR SERVICE LINE (2006-0023). EX 4" DI WTR SERVICE LINE (2006-0023).

Revision table with columns: NO., DATE, DESCRIPTION. Includes revision 1: CORRECTION 1, revision 2: CORRECTION 2, revision 3: CORRECTION 3.

SCALE IN FEET: 0 30' 60' 120'. SHEET L0.00

OCMPD Consent

Exhibit D: Nuckols Crossing Road

Legend

- Nuckols Crossing -Future park road

Begin future park road

Base park improvements

End future park road

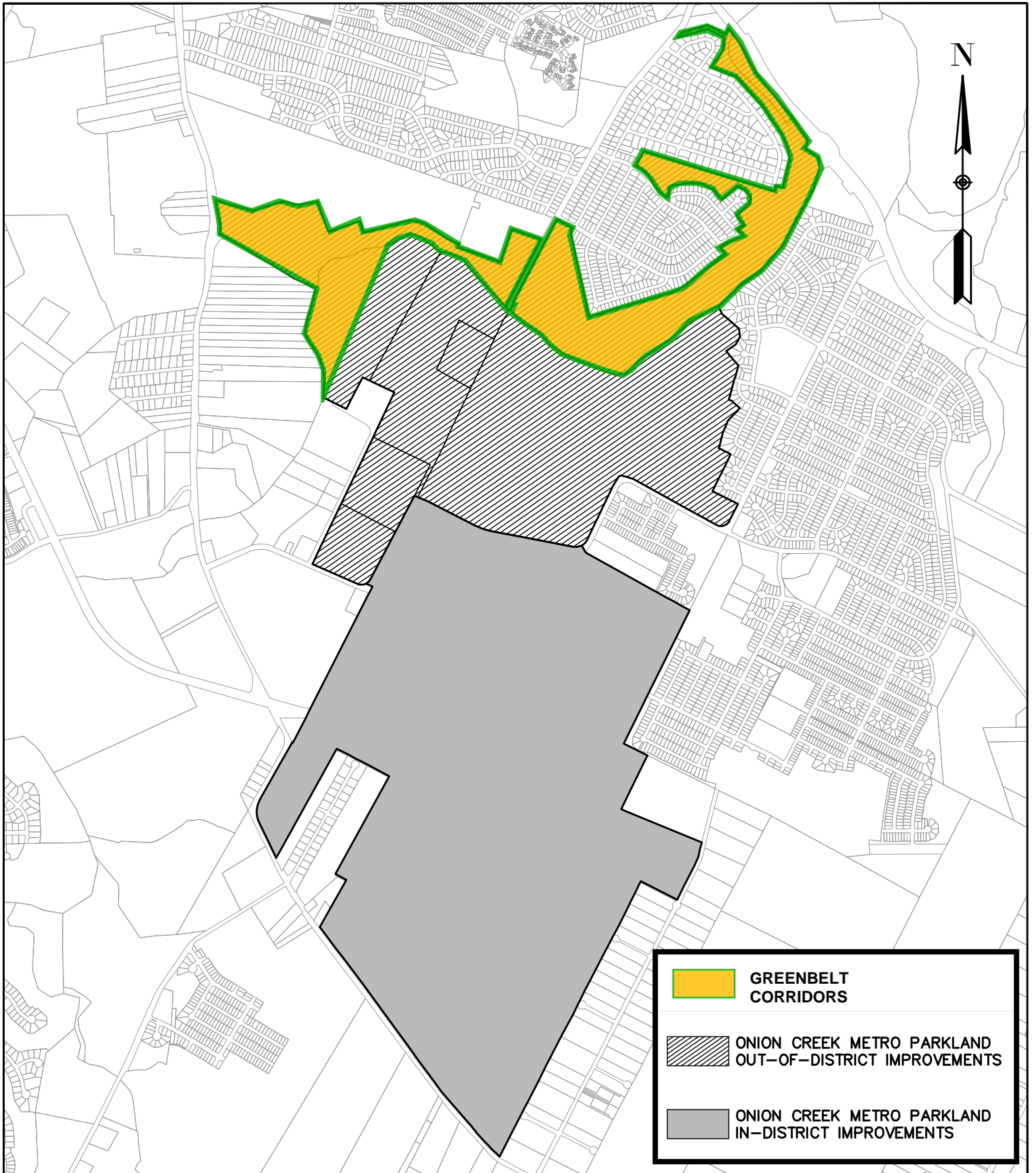
OCMPD District - Witter Pond Park

Vertex Blvd

Tupelo Dr
Paces Mill Ln
Bixler Dr
Salt Springs Dr
Ringsby
Ken Calix
Tha
Panadero

Duber Ln
Nager Ln
Tee Dr
Tripod Dr
Fore Rye Dr
Wiggly Ln








	GREENBELT CORRIDORS
	UNION CREEK METRO PARKLAND OUT-OF-DISTRICT IMPROVEMENTS
	UNION CREEK METRO PARKLAND IN-DISTRICT IMPROVEMENTS

EXHIBIT E

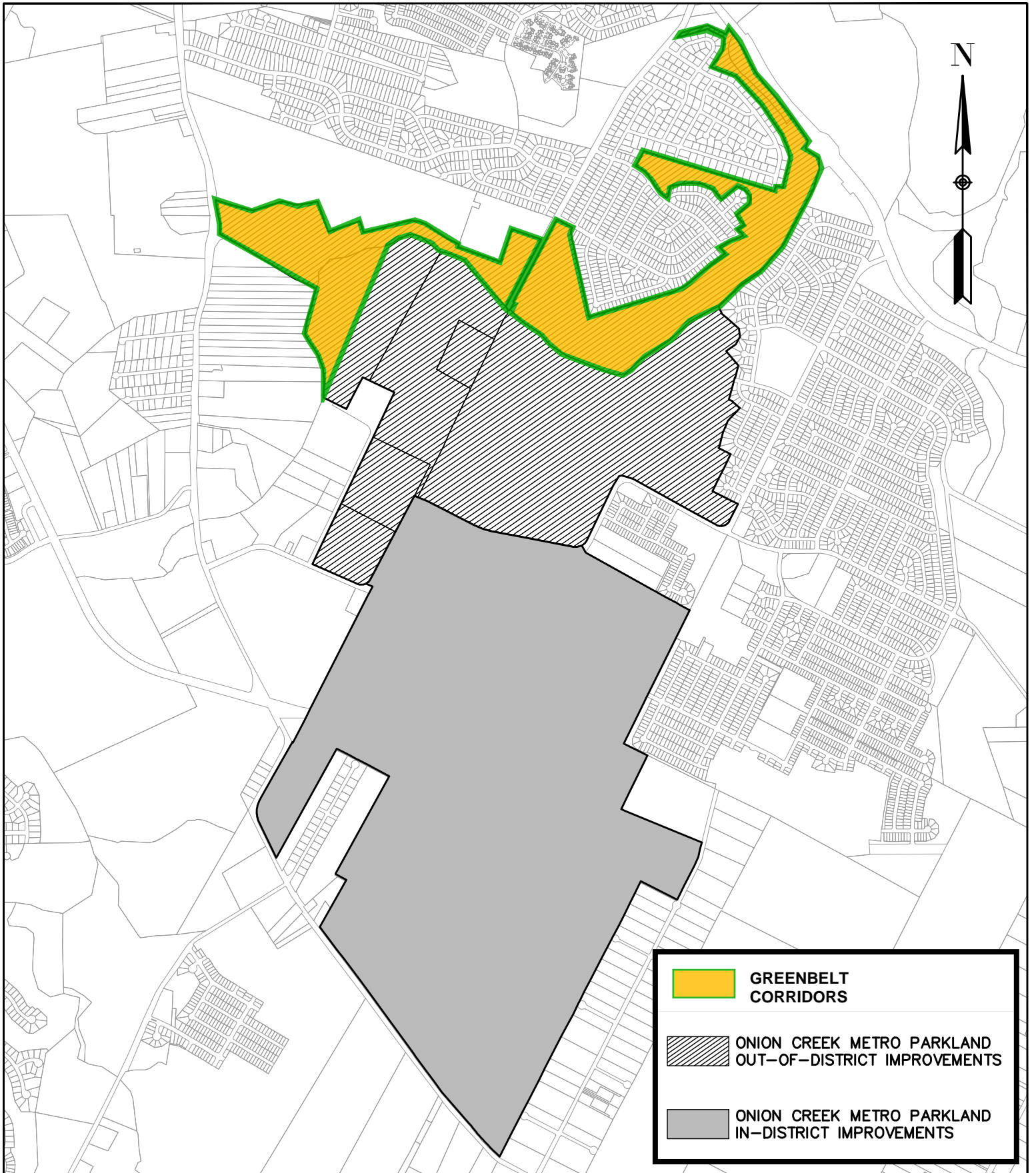
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	GREENBELT CORRIDORS
	UNION CREEK METRO PARKLAND OUT-OF-DISTRICT IMPROVEMENTS
	UNION CREEK METRO PARKLAND IN-DISTRICT IMPROVEMENTS

EXHIBIT F

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