



AGENDA

Regular Meeting

Planning and Zoning Commission

Tuesday, August 15, 2023

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

A quorum of the Bee Cave City Council may be present.

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Discuss and consider action on Site and NPS plans for the Pearl Multifamily development located at 13400 Bee Cave Parkway, Bee Cave, TX including the following plans:
 - a. The Pearl at Bee Cave
 - b. Lot 3 Hill County Galleria – Cross Access Driveway Improvements
 - c. Bee Cave Parkway Improvements
 - d. Crescent Tract Improvements
5. Close Regular Meeting
6. Adjournment

The Commission may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Commission must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government

Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.



Planning and Zoning Commission Meeting

8/15/2023

Agenda Item Transmittal

Agenda Item: 3.

Agenda Title: Discuss and consider action on Site and NPS plans for the Pearl Multifamily development located at 13400 Bee Cave Parkway, Bee Cave, TX including the following plans:

Commission Action: Recommend to approve or deny

Department: Planning and Development

Staff Contact: Kevin Sawtelle, City Engineer

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider four (4) site plan approvals for the Pearl at Bee Cave multi-family development generally located northeast of the intersection of RR 620 and Bee Cave Parkway. While these site plans are being opened under a single agenda item, consideration of a recommendation to approve or deny will need to consist of four (4) separate motions.

- a. The Pearl at Bee Cave is a proposed development that will consist of eight (8) multifamily buildings including 318 units, one (1) townhouse building including 4 dwelling units, one (1) amenity center, and one (1) leasing office on approximately 13.4-acres to be constructed in one (1) phase.
- b. Lot 3 Hill Country Galleria – Cross Access Driveway Improvements is an access drive across the intervening lot between connecting the two Pearl PDD Tracts; the multi-family tract and the townhome tract that will be considered under a separate site plan in the future.
- c. Bee Cave Parkway Improvements are plans for a 2,400 linear foot right turn lane addition on westbound Bee Cave Parkway which extends the entire frontage of the Pearl properties, traffic signal arm improvements at RR 620 and Bee Cave Parkway, a new traffic signal at the existing main entrance into the Galleria Oaks office complex, which aligns with what will become the entrance to the townhome tract, and a cross walk across Bee Cave Parkway equipped with a pedestrian hybrid beacon.
- d. Crescent Tract Improvements consist of trail and landscaping improvements on the Crescent Tract located across Bee Cave Parkway from the Pearl multi-family development.

2. DESCRIPTION/JUSTIFICATION

a) Background

On August 1, 2023, the Planning & Zoning Commission heard this item and made a motion to effectively table it until the August 15th meeting in order for staff and the applicant to provide more information on a number of questions and comments presented by the commission. A link to the previous full agenda item with attachments is [here](#). A summary of those questions/comments is provided under the "Issues and Analysis" section below and the applicant provided the attached response document detailing how each of these questions are being addressed. Staff has reviewed the provided information and concurs with the findings.

b) Issues and Analysis

The general list of comments and questions provided by P&Z are outlined below with additional commentary as necessary. These items are further detailed in the attached report provided by the applicant.

1. The applicant's traffic consultant ran a Level of Service (LOS) analysis for all studied intersections assuming only the improvements associated with this project are constructed, such as the addition of the right-turn lane on Bee Cave Parkway. The attached LOS Table 1 includes this new column (2024 Site+Forecasted with Constructed Improvements) and shows a reduced delay at 620 and Bee Cave Parkway; albeit not as significant if all recommended improvements are implemented.
2. Confirm building height compliance related to 3-story buildings with flat roofs being a maximum of 43' or less and 4-story being 53' or less. The applicant has made adjustments to the architectural elevations as detailed in the attached report to ensure compliance.
3. Ground Floor Private Yard Compliance with fencing located in the front yard setback. Please see attached consultant report for explanation.
4. Garage architectural elevations are provided in the attached report. The applicant has also provided a photometric study to confirm compliance with Section E Lighting of the PDD as it relates to the parking garage:
 - E. Lighting
 - 1. The Project will be compliant with 2015 International Dark Sky Community Guidelines, as administered by the International Dark Sky Association (IDA).
 - 2. Parking Lighting

It is the purpose of this section to create standards for parking garage lighting design that will minimize glare, light trespass, light pollution and urban sky glow and curtail the degradation of the overall nighttime visual environment. Parking structure lighting systems are to follow the most recent edition of the IESNA *RP-8 Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting*. Parking garage structures shall comply with the following:

 - a. Utilize fixtures with appropriate photometric distribution and accessories to minimize direct view of the light source from the exterior of the parking structure. Fixtures are to be aimed away from the structure exterior and are not to be mounted on the exterior perimeter of the structure top (open) parking decks and lower levels of the parking structure. Fixtures with good optical control shall be utilized to distribute light in the most effective and efficient manner.
 - b. The parking structure lighting control system must dim light levels in the structure during post-curfew hours and during times of inactivity by a minimum 50% or per RP-8, whichever is more. Curfew hours are defined in the General Requirements section, Section 32.05.012 (c)(4). Lighting for pedestrian security areas where pedestrians are expected to congregate (lobby's, transaction areas, entrances/exits, stairwells, elevator lobbies, and others as described by RP-8) are exempt from dimming requirements.
 - c. Parking garage light fixtures shall be Metal Halide, fluorescent or LED outdoor light fixtures with a Kelvin Temperature rating not over 3500K with a variance range no more than 150K.
 - d. A parking garage design shall block the direct view of the light sources when viewed from outside the parking structure, either by fully shielding light fixture(s) from view and/or a façade design developed in a

manner so as to obstruct direct view of the light source. Lighting within the parking garage shall be shielded and constructed flush with the ceiling (not recessed).

e. In the event there is a conflict with the preceding standards in this subsection and meeting the 2015 Dark Sky Community Standards as required by the IDA, the IDA requirements shall prevail.

The attached photometric plan was reviewed by the City's lighting consultant who confirmed all photometrics provided are in compliance with the requirements of this project. The applicant confirmed there are no plans to mount exterior light fixtures to the buildings.

5. Leasing Building - Design Intent Compliance. Please see attached consultant report for explanation.

6. Workforce Housing Restrictive Covenant (WFH RC) - The Commission raised two questions related to the RC 1) what happens in the event HomeBase is no longer involved in the project, and 2) how is the affordability of the units guaranteed to income qualified households, i.e., those earning no more than 80% of AMI for the Austin MSA. The City Attorney has provided the two revised drafts of the WFH RC that are attached. Version 1 removes HomeBase from the covenant and adds defined terms to address unit affordability; Version 2 adds defined terms to address unit affordability. These drafts have been shared with the applicant.

3. FINANCIAL/BUDGET

| | |
|---------------------|------------------|
| Amount Requested | Fund/Account No. |
| Cert. Obligation | GO Funds |
| Other source | Grant title |
| Addtl tracking info | |

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff Recommendation: Staff recommends acceptance of the Traffic Impact Analysis and approval of the four (4) site & NPS plans with the following conditions separated by site plan.

The Pearl at Bee Cave:

- Submit final structural retaining wall plans.
- Provide TxDOT approval for work in RR 620 ROW and the Cover Sheet signed by all applicable review agencies for final City signature.
- Per Ord. 22-480 Ex. C, Section II.E.8, post \$322,000 with the City (\$1,000 per dwelling unit on Tract B) to be used for the construction and maintenance of the pedestrian bridge.
- Post NPS fiscal security in the amount of \$86,157 with the City.
- Revise the Workforce Housing Restrictive Covenant as necessary to adequately address the third-party compliance monitor and unit affordability issues. The final RC subject to the approval of the Bee Cave City Attorney. Note: the WFH RC is required to be recorded prior to issuance of the first Certificate of Occupancy for Tract B (The Pearl).
 - Record with Travis County Public Records the following legal documents:
 - o Sidewalk and Trail Easement
 - o Water Quality Controls Easement

- o Repeal and replacement of the 2008 Water Quality Restrictive Covenant:
 - § Water Quality Restrictive Covenant
 - § Restrictive Covenant and Termination of Prior Restrictive Covenant
- o Pedestrian Bridge Easement

Lot 3 HCG – Driveway Improvements:

- Provide the Cover Sheet signed by all applicable review agencies for final City signature.

Bee Cave Parkway Improvements:

- Provide final updated plans for the Pedestrian Signal Beacon relocated adjacent to Driveway D.
- Provide the Cover Sheet signed by all applicable review agencies for final City signature.
- Post NPS and Infrastructure fiscal security in a final amount to be determined by an engineer's estimate.
- Record with Travis County Public Records the Median Maintenance Agreement.

Crescent Tract Improvements:

- Record with Travis County Public Records the Crescent Tract Maintenance Agreement.

ATTACHMENTS:

| Description | Type |
|-------------------------------------------------------|-----------------|
| □ Applicant Response Report to P&Z Questions/Comments | Report |
| □ Updated Traffic Level of Service Table (LOS) | Exhibit |
| □ Parking Garage Photometric Plan | Exhibit |
| □ Rendering from BCP/620 Perspective | Backup Material |
| □ Rendering of Amenity Center from Entrance | Backup Material |
| □ DRAFT Revised WFH RC Version 1 | Exhibit |
| □ DRAFT Revised WFH RC Version 2 | Exhibit |

**The Pearl
Bee Cave, Texas**

To: Bee Cave P&Z Commissioners

From: The Morgan Group

Re: Morgan (Applicant) Responses to P&Z Question

Table of Contents

- I. Introduction**
- II. Building Height Compliance**
- III. Ground Floor Private Yard Compliance**
- IV. Parking Garage Elevations**
- V. Leasing Building – Design Intent Compliance**
- VI. Home Base Restrictive Covenant**

I. Introduction

The Morgan Group is pleased to provide the City of Bee Cave Planning & Zoning Commission with the enclosed written responses demonstrating full compliance with The Pearl Planned Development District (the "PDD"). We understand that it is a lengthy and complex PDD and appreciate the discussions and questions that we received during the meeting on August 1st. We have worked closely over the last thirteen (13) months with a very talented design and consultant team, as well as the City of Bee Cave staff, to design a fully compliant and high quality project that is in line with Our Bee Cave 2037 Comprehensive Plan.

II. Building Height Compliance

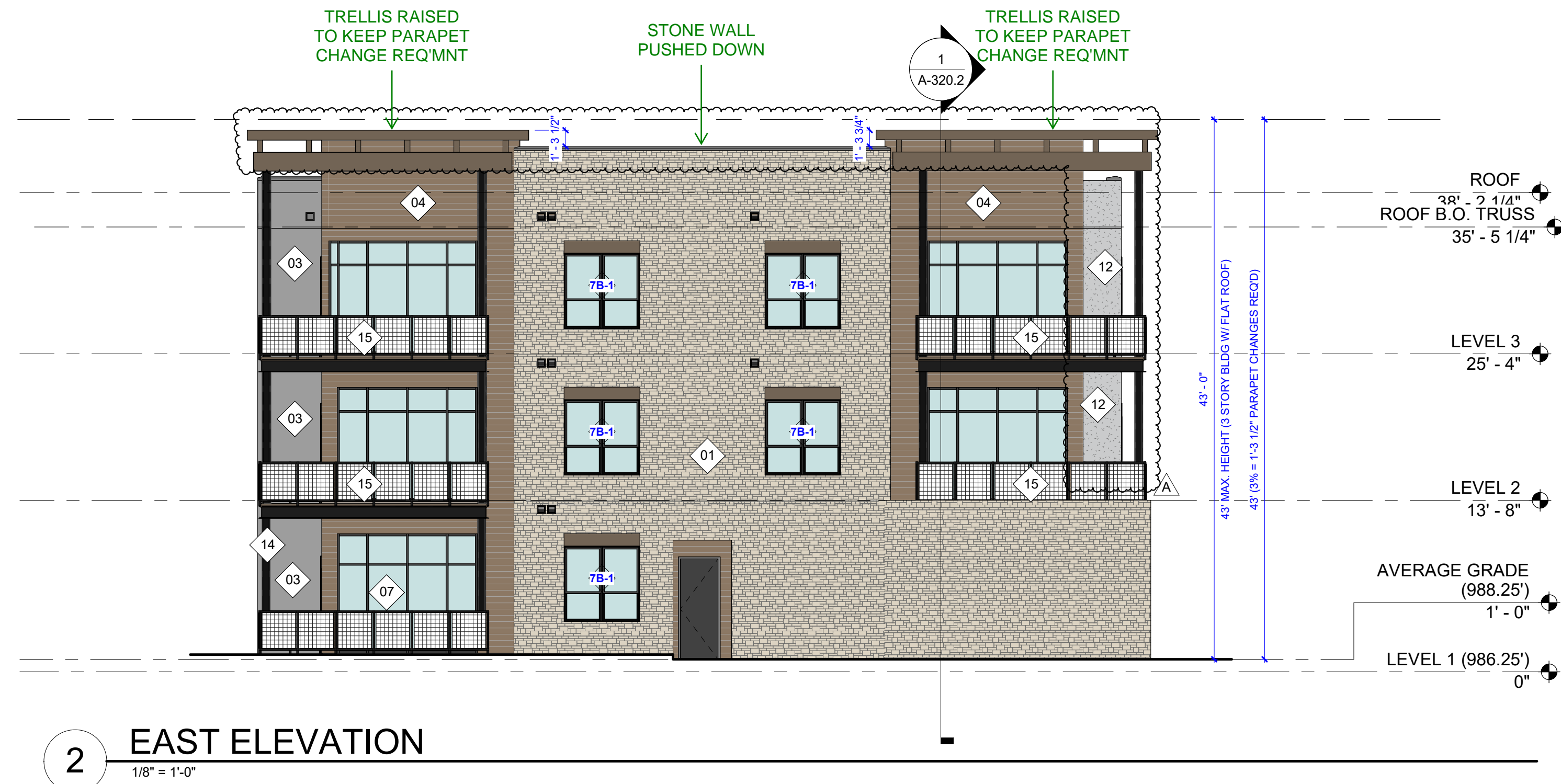
As stated in the PDD, maximum building heights for 3-story building with flat roofs must be 43'0" or less while 4-story buildings with flat roofs must be 53'0" or less. The noted heights are to be measured from the average grade adjacent to the building to the highest point of the building. The maximum heights include the height of any parapets, mechanical equipment, elevator housing, or other structural components.

The elevation exhibits presented at P&Z on 8/1/23 measured the building heights of each building from the lowest level of elevation adjacent to the building. This resulted in each building showing a non-conforming height. Morgan and the project architect recalculated the heights of each building taking into account the average grade rather than the lowest grade. This analysis revealed minor overages for certain parapets, trellises, and canopies.

The noted overages have since been reconciled via minor adjustments to the architectural elevations in order to comply with the maximum height stated for 3- and 4-story buildings. All building roof configurations are flat and compliance is demonstrated in the following exhibits.

It should be noted that all building elevations were originally in compliance with the maximum heights for 3- and 4-story buildings, however due to fine grading adjustments near the end of design certain sections of the buildings slightly exceeded the allowed height. With fine grading being complete, and using the correct average grade adjacent to the building, all buildings have been confirmed to comply with the heights listed in the PDD.

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|-------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|
| MATERIAL LEGEND: | | | |
| 01 LIMESTONE VENEER COBRA'S CREAM | 05 STANDING SEAM METAL ROOF CHARCOAL GRAY | 09 HARDIE PANEL SW 7048 - URBAN BRONZE | 14 EXPOSED STRL STEEL PAINTED - SW 7048 - URBAN BRONZE |
| 02 DARK BRICK | 06 UNIT WINDOW PLYGEM - SINGLE HUNG | 10 3 LAYER STUCCO BM 855 - CLOUD COVER | 15 MESH RAILING PAINTED - SW 7048 - URBAN BRONZE |
| 03 COMPOSITE METAL PANEL ALPOLIC - GZZ GREY ZINC | 07 FIXED ALUMINUM FRAMING SYSTEM RAM WINDOW | 11 3 LAYER STUCCO SW 7048 - URBAN BRONZE | 16 GLU LAM BEAM |
| 04 WOOD LOOK FIBER CEMENT BOARD WOODTONE - RIVER ROCK | 08 VINYL DOOR | 12 3 LAYER STUCCO | 17 BREAK METAL DARK BRONZE |
| | | 13 GARAGE DOOR AMARR - SW 7048 - URBAN BRONZE | 18 REAL CAST CONCRETE PANEL WALL THEORY - 48" X 48" |



**BUILDING 2
AFTER MODIFICATION**

ARCHITECTS

Dallas | Fort Worth | Austin

gff

KEY PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

No. Date Revision

05/12/2023 ASI A

GFF
Drawn By

GFF
Reviewed

05/12/2023

BUILDING 2 &
BUILDING 3 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-201.2

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MATERIAL LEGEND:

01

LIMESTONE VENEER

COBRA'S CREAM

02

DARK BRICK

03

COMPOSITE METAL PANEL

ALPOLIC - GZZ GREY ZINC

04

WOOD LOOK FIBER CEMENT BOARD

WOODTONE - RIVER ROCK

05

STANDING SEAM METAL ROOF

CHARCOAL GRAY

06

UNIT WINDOW

PLYGEM - SINGLE HUNG

07

FIXED ALUMINUM FRAMING SYSTEM

RAM WINDOW

08

VINYL DOOR

09

HARDIE PANEL

SW 7048 - URBAN BRONZE

10

3 LAYER STUCCO

BM 855 - CLOUD COVER

11

3 LAYER STUCCO

SW 7048 - URBAN BRONZE

12

3 LAYER STUCCO

13

GARAGE DOOR

AMARR - SW 7048 - URBAN BRONZE

14

EXPOSED STRL STEEL

PAINTED - SW 7048 - URBAN BRONZE

15

MESH RAILING

PAINTED - SW 7048 - URBAN BRONZE

16

GLU LAM BEAM

17

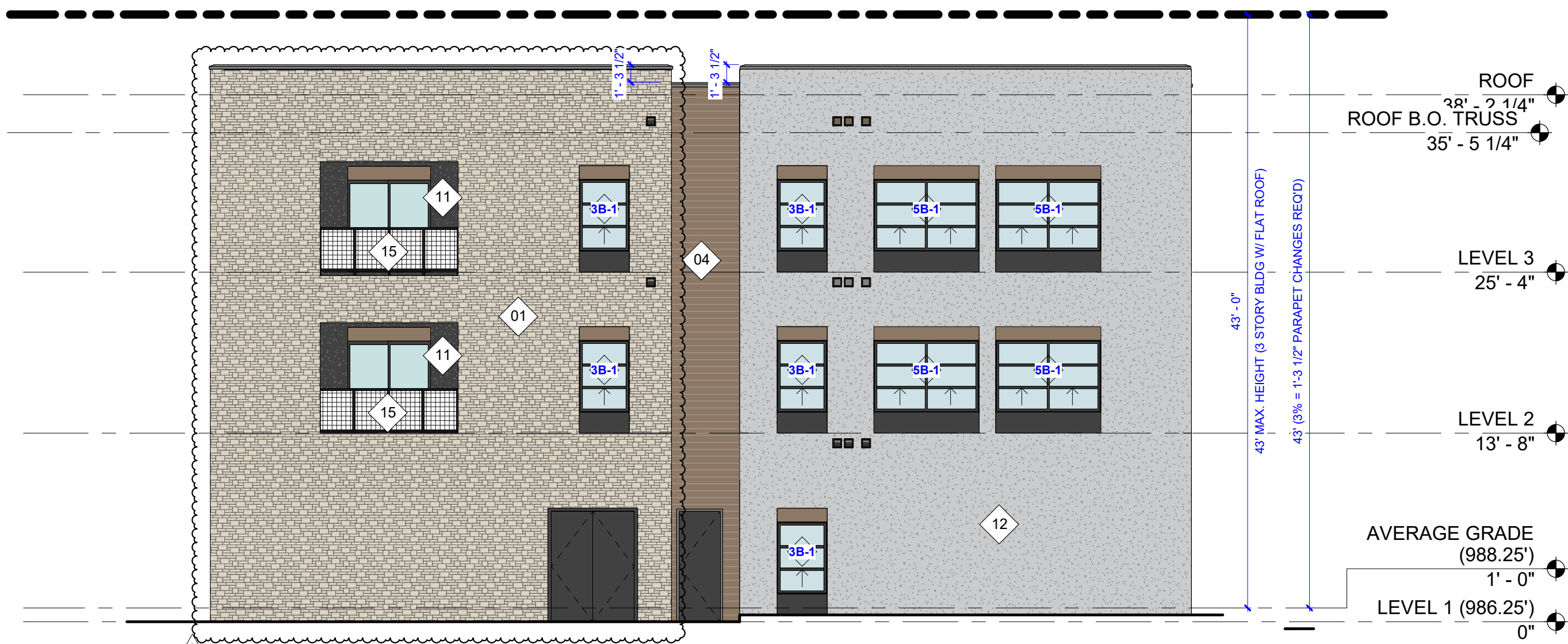
BREAK METAL

DARK BRONZE

18

REAL CAST CONCRETE PANEL

WALL THEORY - 48" X 48"



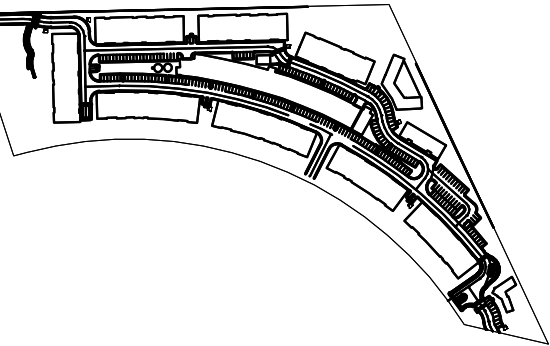
2 WEST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 2 &
BUILDING 3 -
BUILDING
ELEVATIONS

AFTER MODIFICATION



PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

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 Drawn By

 Reviewed

Reviewed

3/2023

BUILDING 3 - BUILDING ELEVATIONS

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| Project No. | 21025 |
| Date | 04.13.2023 |

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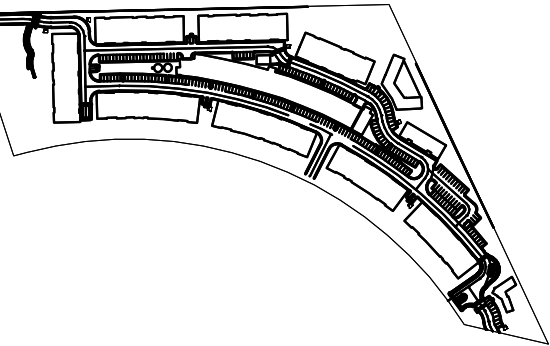


2 WEST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 3 AFTER MODIFICATION



PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT



Interviewed

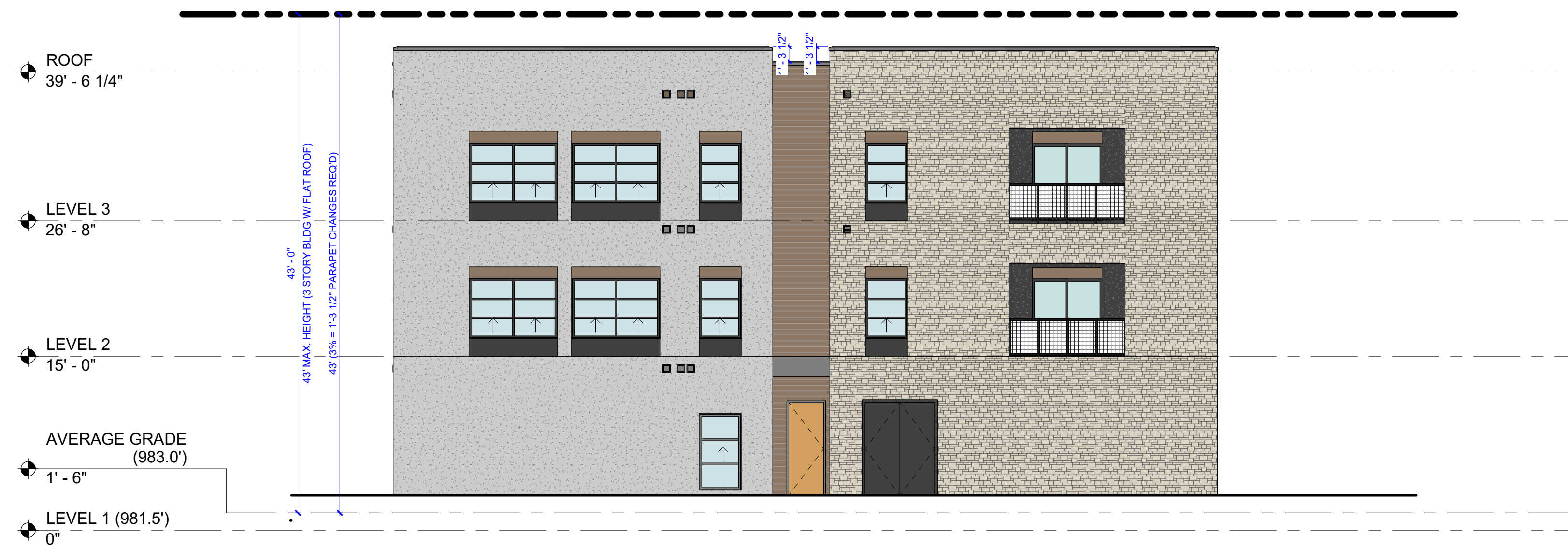
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BUILDING 3 - BUILDING ELEVATIONS

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| Project No. | 21025 |
| Date | 04.13.2023 |

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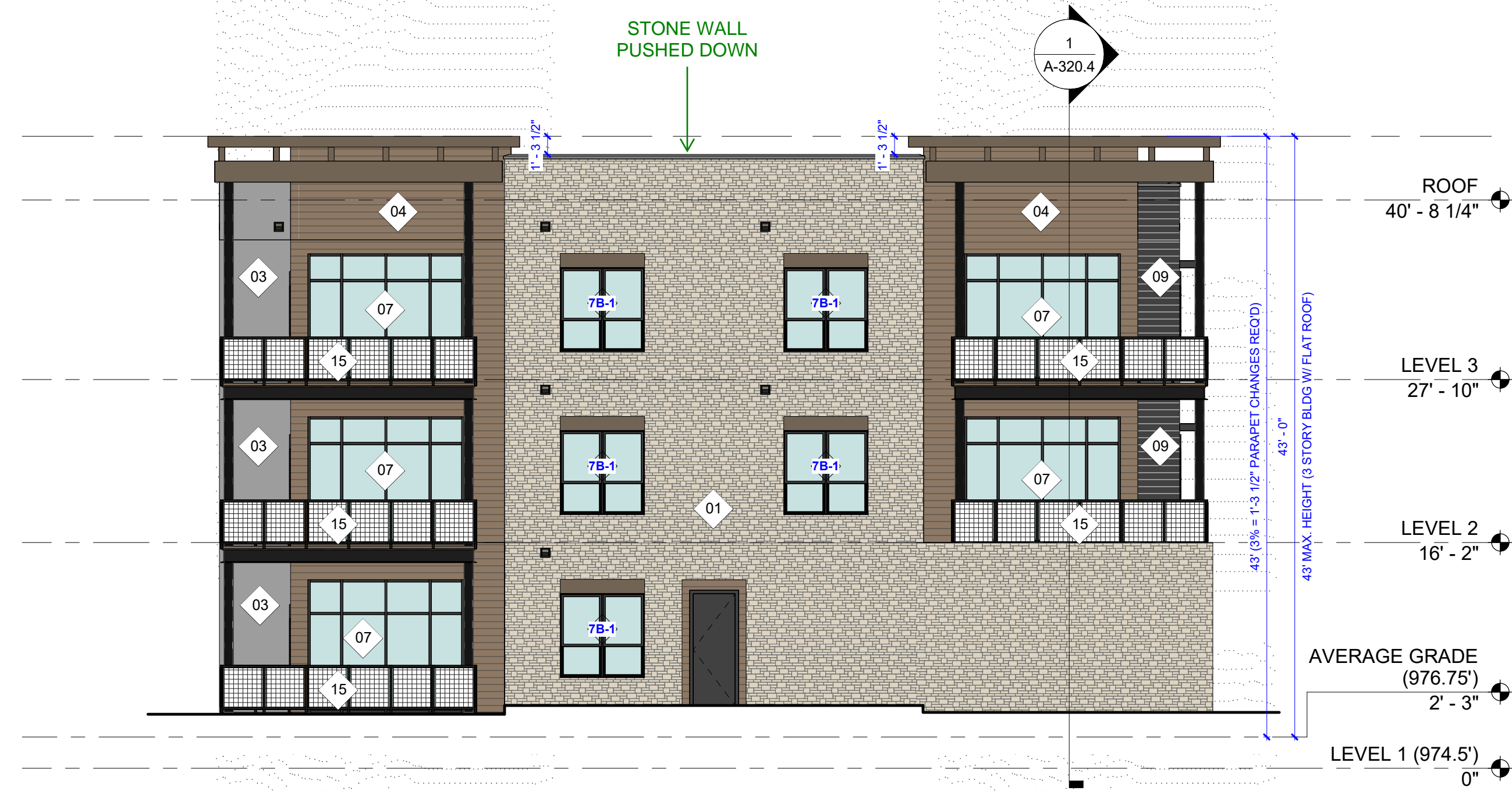


2 EAST ELEVATION
1/8" = 1'-0"



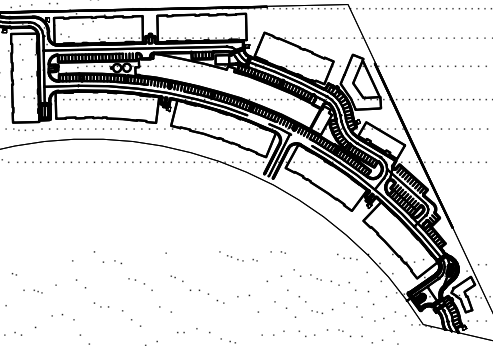
1 SOUTH ELEVATION
1/8" = 1'-0"

BUILDING 3 AFTER MODIFICATION



MATERIAL LEGEND:

| | | | | | | | |
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| 01 | LIMESTONE VENEER COBRA'S CREAM | 05 | STANDING SEAM METAL ROOF CHARCOAL GRAY | 09 | HARDIE PANEL SW 7048 - URBAN BRONZE | 14 | EXPOSED STRL STEEL PAINTED - SW 7048 - URBAN BRONZE |
| 02 | DARK BRICK | 06 | UNIT WINDOW PLYGEM - SINGLE HUNG | 10 | 3 LAYER STUCCO BM 855 - CLOUD COVER | 15 | MESH RAILING PAINTED - SW 7048 - URBAN BRONZE |
| 03 | COMPOSITE METAL PANEL ALPOLIC - GZZ GREY ZINC | 07 | FIXED ALUMINUM FRAMING SYSTEM RAM WINDOW | 11 | 3 LAYER STUCCO SW 7048 - URBAN BRONZE | 16 | GLU LAM BEAM |
| 04 | WOOD LOOK FIBER CEMENT BOARD WOODTONE - RIVER ROCK | 08 | VINYL DOOR | 12 | 3 LAYER STUCCO | 17 | BREAK METAL DARK BRONZE |
| | | | | 13 | GARAGE DOOR AMARR - SW 7048 - URBAN BRONZE | 18 | REAL CAST CONCRETE PANEL WALL THEORY - 48" X 48" |



KEY PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT



| No. | Date | Revision |
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| 1 | 05/12/2023 | ASI A |

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Drawn By

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Reviewed

05/12/2023

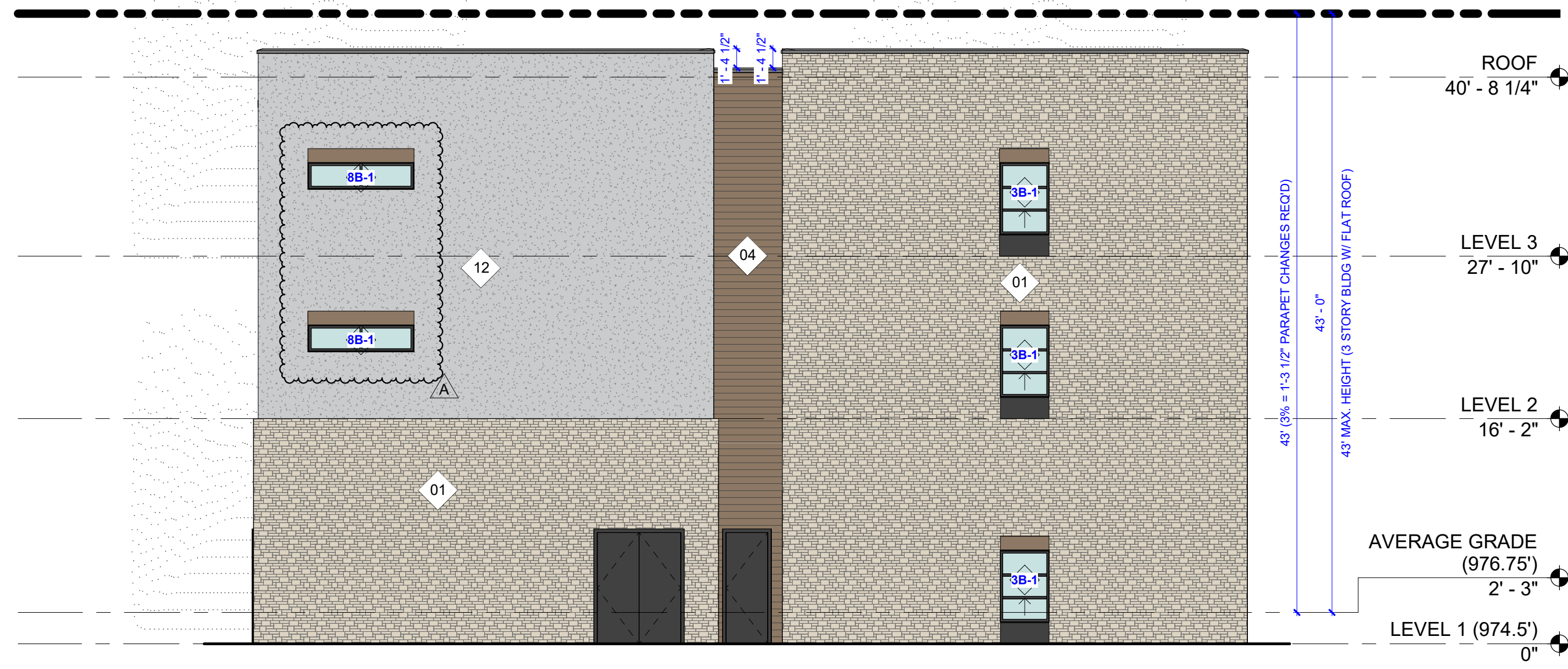
BUILDING 4 &
BUILDING 5 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

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BUILDING 4
AFTER MODIFICATION



2 WEST ELEVATION
1/8" = 1'-0"


MATERIAL LEGEND:

01




LIMESTONE VENEER
COBRA'S CREAM

02




DARK BRICK

03




COMPOSITE METAL PANEL
ALPOLIC - GZZ GREY ZINC

04




WOOD LOOK FIBER
CEMENT BOARD
WOODTONE - RIVER ROCK

05




STANDING SEAM METAL ROOF
CHARCOAL GRAY

06




UNIT WINDOW
PLYGEM - SINGLE HUNG

07




FIXED ALUMINUM FRAMING SYSTEM
RAM WINDOW

08




VINYL DOOR

09




HARDIE PANEL
SW 7048 - URBAN BRONZE

10




3 LAYER STUCCO
BM 855 - CLOUD COVER

11



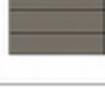
3 LAYER STUCCO
SW 7048 - URBAN BRONZE

12




3 LAYER STUCCO

13




GARAGE DOOR
AMARR - SW 7048 - URBAN BRONZE

14




EXPOSED STRL STEEL
PAINTED - SW 7048 - URBAN BRONZE

15




MESH RAILING
PAINTED - SW 7048 - URBAN BRONZE

16




GLU LAM BEAM

17



BREAK METAL
DARK BRONZE

18



REAL CAST CONCRETE PANEL
WALL THEORY - 48" X 48"



1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 4
AFTER MODIFICATION

ARCHITECTS
Dallas | Fort Worth | Austin

gff

KEY PLAN

PEARL BEE CAVE
13400 Bee Cave Parkway
Bee Cave, TX 78738

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| 05/12/2023 | ASIA |
| No. Date | Revision |

GFF
Drawn By

GFF
Reviewed

05/12/2023

BUILDING 4 &
BUILDING 5 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

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13400 Bee Cave Parkway
Bee Cave, TX 78738

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









BUILDING 5 - BUILDING ELEVATIONS

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BUILDING 5 AFTER MODIFICATION

| MATERIAL LEGEND: | | | | | | | | | | | |
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| 01 |  | LIMESTONE VENEER COBRA'S CREAM | 05 |  | STANDING SEAM METAL ROOF CHARCOAL GRAY | 09 |  | HARDIE PANEL SW 7048 - URBAN BRONZE | 13 |  | GARAGE DOOR AKMAR - SW 7048 - URBAN BRONZE |
| 02 |  | DARK BRICK | 06 |  | UNIT WINDOW PLYGEM - SINGLE HUNG | 10 |  | 3 LAYER STUCCO BM 855 - CLOUD COVER | 14 |  | EXPOSED STRL STEEL PAINTED - SW 7048 - URBAN BRONZE |
| 03 |  | COMPOSITE METAL PANEL ALPOLIC - GZZ GREY ZINC | 07 |  | FIXED ALUMINUM FRAMING SYSTEM RAM WINDOW | 11 |  | 3 LAYER STUCCO SW 7048 - URBAN BRONZE | 15 |  | MESH RAILING PAINTED - SW 7048 - URBAN BRONZE |
| 04 |  | WOOD LOOK FIBER CEMENT BOARD WOODTONE - RIVER ROCK | 08 |  | VINYL DOOR | 12 |  | 3 LAYER STUCCO | 16 |  | GLU LAM BEAM |



2 SOUTH ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

BUILDING 6
NO MODIFICATION REQ'D.

MATERIAL LEGEND:

01  **LIMESTONE VENEER**
COBRA'S CREAM

02 DARK BRICK

03 **COMPOSITE METAL PANEL**
ALPOLIC - GZZ GREY ZINC

04  **WOOD LOOK FIBER CEMENT BOARD**
WOODTONE - RIVER ROCK

05  **STANDING SEAM METAL ROOF**
CHARCOAL GRAY

06 UNIT WINDOW

07 **FIXED ALUMINUM FRAMING SYSTEM**
RAM WINDOW

 VINYL DOOR

  **HARDIE PANEL**
SW 7048 - URBAN BRONZE

 3 LAYER STUCCO
FLAT, SLIGHT ROUGH

11 **3 LAYER STUCCO**
SW 7048 - URBAN BRONZE

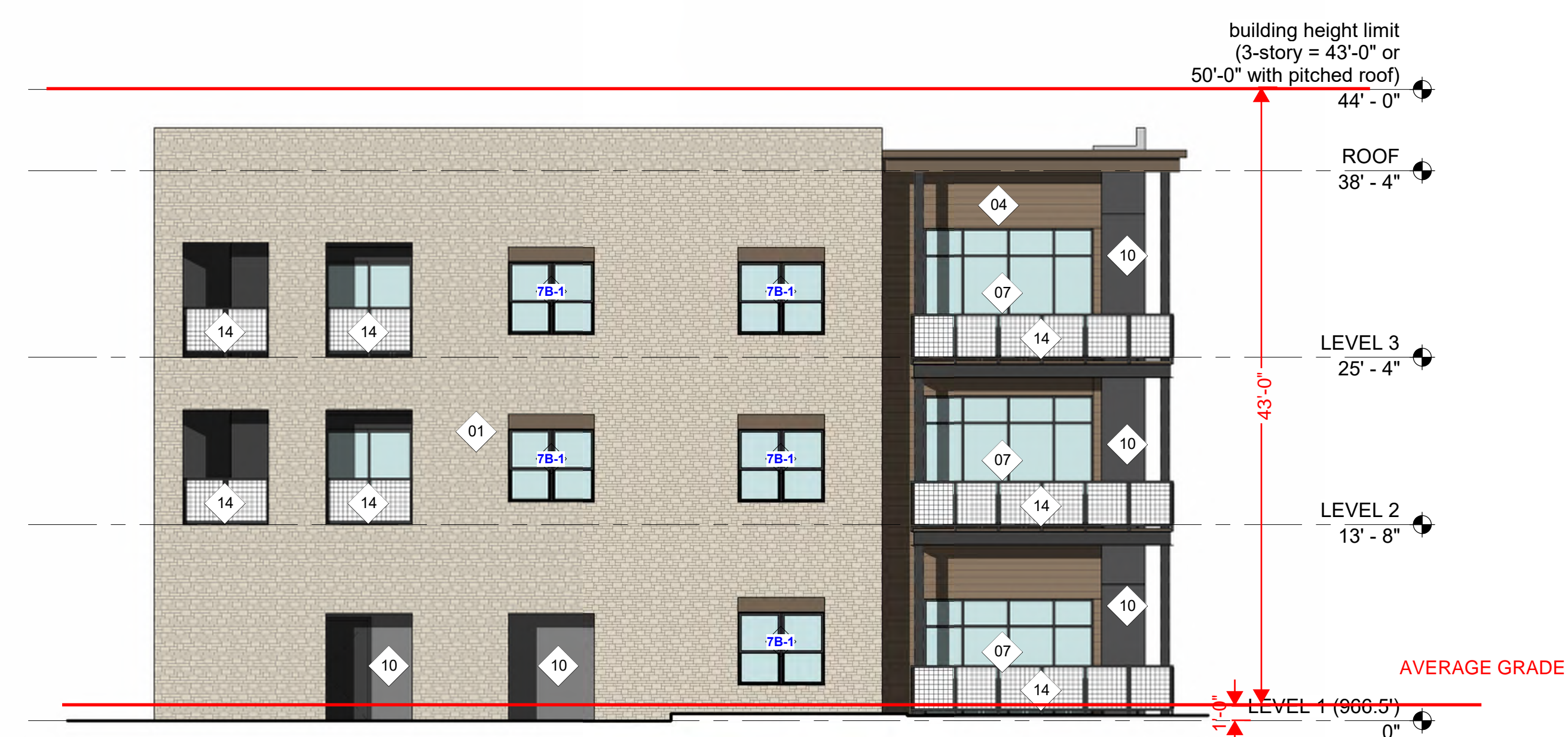
3 LAYER STUCCO

13 **GARAGE DOOR**
AMARR - SW 7048 - URBAN BRONZE

14 EXPOSED STRL STEEL

 MESH RAILING
PAINTED - SW 7048 - URBAN BRONZE

GLU LAM BEAM

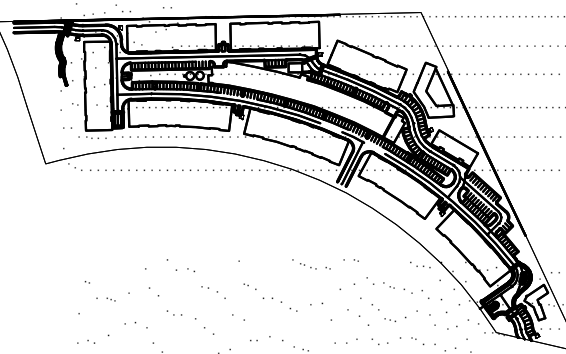


2 NORTH ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"

BUILDING 6
NO MODIFICATION REQ'D.



KEY PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

| | |
|------------|----------|
| 05/12/2023 | AS/A |
| No. Date | Revision |

GFF
Drawn By
GFF
Reviewed

05/12/2023

BUILDING 7 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-201.7

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| | | | |
|-------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|
| MATERIAL LEGEND: | | | |
| 01 Limestone Veneer Cobra's Cream | 05 Standing Seam Metal Roof Charcoal Gray | 09 Hardie Panel SW 7048 - Urban Bronze | 14 Exposed Strl Steel Painted - SW 7048 - Urban Bronze |
| 02 Dark Brick | 06 Unit Window Plygem - Single Hung | 10 3 Layer Stucco BM 855 - Cloud Cover | 15 Mesh Railing Painted - SW 7048 - Urban Bronze |
| 03 Composite Metal Panel Alpolic - GZZ Grey Zinc | 07 Fixed Aluminum Framing System RAM Window | 11 3 Layer Stucco SW 7048 - Urban Bronze | 16 GLU Lam Beam |
| 04 Wood Look Fiber Cement Board Woodtone - River Rock | 08 Vinyl Door | 12 3 Layer Stucco | 17 Break Metal Dark Bronze |
| | | 13 Garage Door AMARR - SW 7048 - Urban Bronze | 18 Real Cast Concrete Panel Wall Theory - 48" X 48" |



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

BUILDING 7
AFTER MODIFICATION



2 EAST ELEVATION
1/8" = 1'-0"

| MATERIAL LEGEND: | | | |
|-------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|
| 01 LIMESTONE VENEER COBRA'S CREAM | 05 STANDING SEAM METAL ROOF CHARCOAL GRAY | 09 HARDIE PANEL SW 7048 - URBAN BRONZE | 14 EXPOSED STRL STEEL PAINTED - SW 7048 - URBAN BRONZE |
| 02 DARK BRICK | 06 UNIT WINDOW PLYGEM - SINGLE HUNG | 10 3 LAYER STUCCO BM 855 - CLOUD COVER | 15 MESH RAILING PAINTED - SW 7048 - URBAN BRONZE |
| 03 COMPOSITE METAL PANEL ALPOLIC - GZZ GREY ZINC | 07 FIXED ALUMINUM FRAMING SYSTEM RAM WINDOW | 11 3 LAYER STUCCO SW 7048 - URBAN BRONZE | 16 GLU LAM BEAM |
| 04 WOOD LOOK FIBER CEMENT BOARD WOODTONE - RIVER ROCK | 08 VINYL DOOR | 12 3 LAYER STUCCO | 17 BREAK METAL DARK BRONZE |
| | | 13 GARAGE DOOR AMARR - SW 7048 - URBAN BRONZE | 18 REAL CAST CONCRETE PANEL WALL THEORY - 48" X 48" |



1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 7 AFTER MODIFICATION

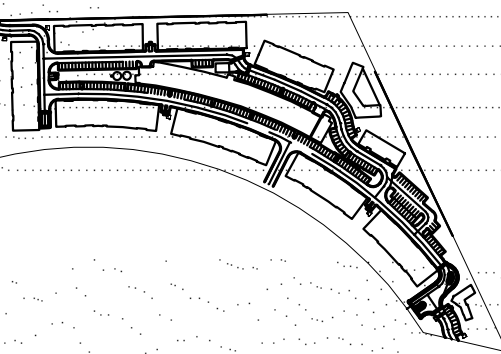
| No. | Date | Revision |
|-----|------------|----------|
| 1 | 05/12/2023 | ASI A |

GFF
Drawn By
GFF
Reviewed

BUILDING 7 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-202.7
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ISSUE FOR PERMIT

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

[illegible]

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REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION.

GFF _____
Drawn By

GFF _____
Reviewed

ARCHITECT
Michael Gin

04/13/2023

BUILDING 8 - BUILDING ELEVATIONS

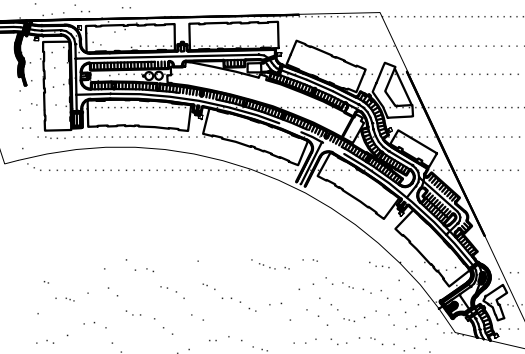
Project No. 21025
Date 04.13.23

A-201.8

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BUILDING 8 AFTER MODIFICATION



PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

[illegible]

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ARCHITECT
Michael Gin

04/13/2023

BUILDING 8 - BUILDING ELEVATIONS

Project No. 21025
Date 04.13.23

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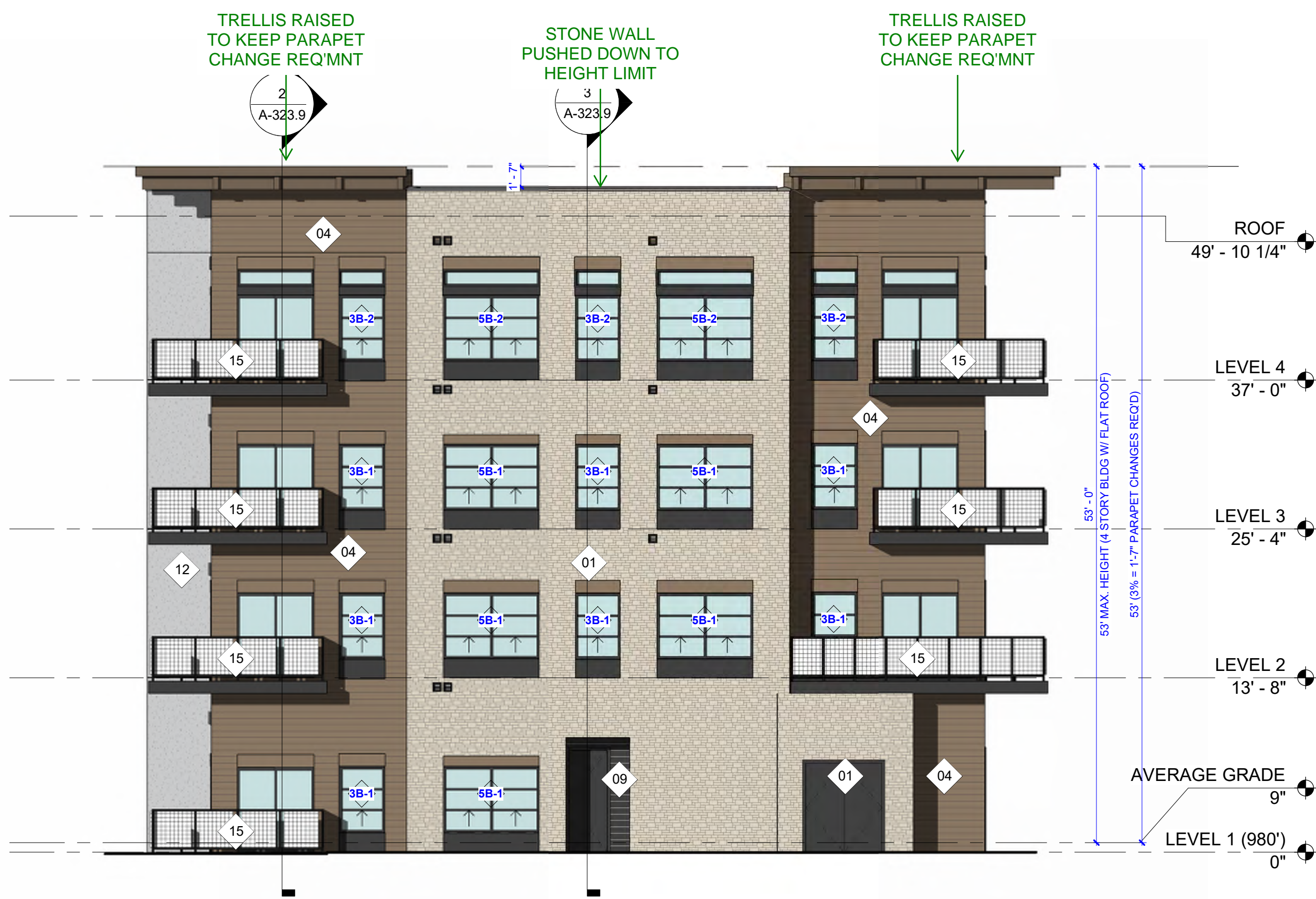


2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 8 AFTER MODIFICATION

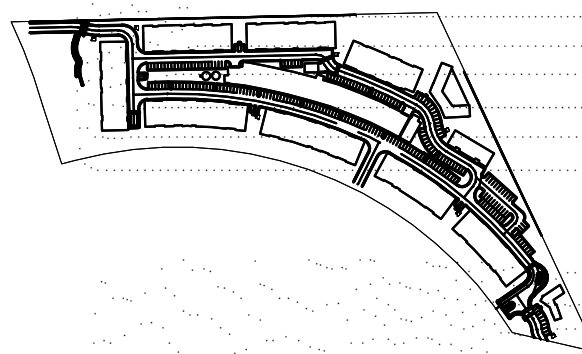


2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

| | | | |
|-------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|----------------------------------------------------------|
| MATERIAL LEGEND: | | | |
| 01 Limestone Veneer Cobra's Cream | 05 Standing Seam Metal Roof Charcoal Gray | 09 Hardie Panel SW 7048 - Urban Bronze | 14 Exposed Stl Steel Painted - SW 7048 - Urban Bronze |
| 02 Dark Brick | 06 Unit Window Plygem - Single Hung | 10 3 Layer Stucco BM 855 - Cloud Cover | 15 Mesh Railing Painted - SW 7048 - Urban Bronze |
| 03 Composite Metal Panel Alpouc - GZZ Grey Zinc | 07 Fixed Aluminum Framing System Ram Window | 11 3 Layer Stucco SW 7048 - Urban Bronze | 16 Glu Lam Beam |
| 04 Wood Look Fiber Cement Board Woodtone - River Rock | 08 Vinyl Door | 12 3 Layer Stucco | 17 Break Metal Dark Bronze |
| | | 13 Garage Door Amarr - SW 7048 - Urban Bronze | 18 Real Cast Concrete Panel Wall Theory - 48" X 48" |



KEY PLAN

PEARL BEE CAVE
13400 Bee Cave Parkway
Bee Cave, TX 78738
ISSUE FOR PERMIT

| | |
|------------|----------|
| 05/12/2023 | AS/A |
| No. Date | Revision |

GFF
Drawn By
GFF
Reviewed
05/12/2023

BUILDING 9 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-201.9

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BUILDING 9
AFTER MODIFICATION



2 EAST ELEVATION
1/8" = 1'-0"

| MATERIAL LEGEND: | | | |
|-------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|
| 01 LESTONE VENEER COBRA'S CREAM | 05 STANDING SEAM METAL ROOF CHARCOAL GRAY | 09 HARDIE PANEL SW 7048 - URBAN BRONZE | 14 EXPOSED STRL STEEL PAINTED - SW 7048 - URBAN BRONZE |
| 02 DARK BRICK | 06 UNIT WINDOW PLYGEM - SINGLE HUNG | 10 3 LAYER STUCCO BM 855 - CLOUD COVER | 15 MESH RAILING PAINTED - SW 7048 - URBAN BRONZE |
| 03 COMPOSITE METAL PANEL ALPOLIC - GZZ GREY ZINC | 07 FIXED ALUMINUM FRAMING SYSTEM RAM WINDOW | 11 3 LAYER STUCCO SW 7048 - URBAN BRONZE | 16 GLU LAM BEAM |
| 04 WOOD LOOK FIBER CEMENT BOARD WOODTONE - RIVER ROCK | 08 VINYL DOOR | 12 3 LAYER STUCCO | 17 BREAK METAL DARK BRONZE |
| | | 13 GARAGE DOOR AMARR - SW 7048 - URBAN BRONZE | 18 REAL CAST CONCRETE PANEL WALL THEORY - 48" X 48" |

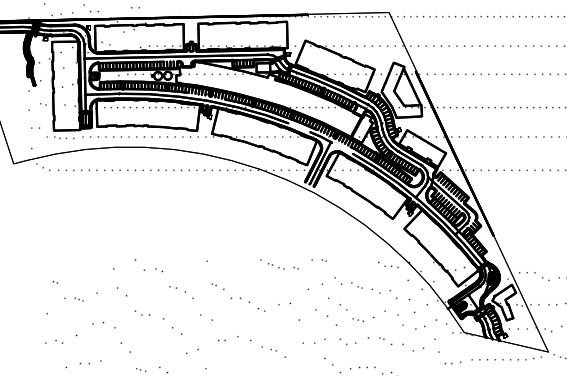


1 NORTH ELEVATION
1/8" = 1'-0"

BUILDING 9 -
BUILDING
ELEVATIONS

AFTER MODIFICATION

ARCHITECTS
Dallas | Fort Worth | Austin



KEY PLAN

PEARL BEE CAVE
13400 Bee Cave Parkway
Bee Cave, TX 78738
ISSUE FOR PERMIT

| No. | Date | Revision |
|-----|------------|----------|
| 1 | 05/12/2023 | ASI A |

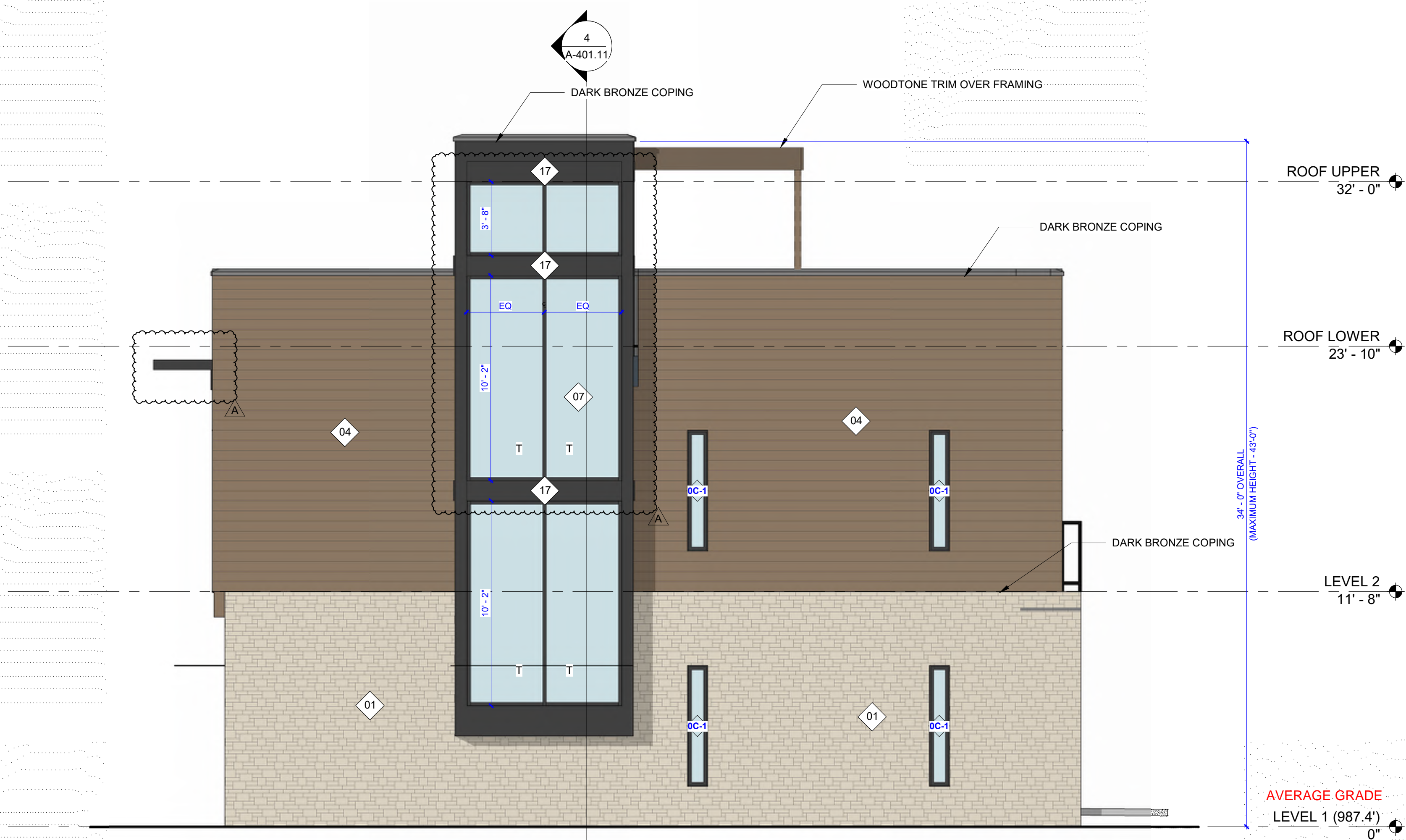
GFF
Drawn By
GFF
Reviewed

BUILDING 9 -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-202.9

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
3 ELEVATION - WEST
1/4" = 1'-0"



1 ELEVATION - SOUTH
1/4" = 1'-0"


MATERIAL LEGEND:

01




LIMESTONE VENEER
COBRA'S CREAM

02




DARK BRICK

03




COMPOSITE METAL PANEL
ALPOLIC - GZZ GREY ZINC

04




WOOD LOOK FIBER
CEMENT BOARD
WOODTONE - RIVER ROCK

05




STANDING SEAM METAL ROOF
CHARCOAL GRAY

06




UNIT WINDOW
PLYGEM - SINGLE HUNG

07




FIXED ALUMINUM FRAMING SYSTEM
RAM WINDOW

08




VINYL DOOR

09




HARDIE PANEL
SW 7048 - URBAN BRONZE

10




3 LAYER STUCCO
BM 655 - CLOUD COVER

11




3 LAYER STUCCO
SW 7048 - URBAN BRONZE

12




3 LAYER STUCCO

13




GARAGE DOOR
AMARR - SW 7048 - URBAN BRONZE

14




EXPOSED STRL STEEL
PAINTED - SW 7048 - URBAN BRONZE

15




MESH RAILING
PAINTED - SW 7048 - URBAN BRONZE

16




GLU LAM BEAM

17



BREAK METAL
DARK BRONZE

18



REAL CAST CONCRETE PANEL
WALL THEORY - 48" X 48"

ARCHITECTS
Dallas | Fort Worth | Austin

gff

KEY PLAN

PEARL BEE CAVE
13400 Bee Cave Parkway
Bee Cave, TX 78738
ISSUE FOR PERMIT

| | |
|------------|----------|
| 05/12/2023 | ASI A |
| No. Date | Revision |

GFF
Drawn By
GFF
Reviewed
05/12/2023

BUILDING 11
(TOWNHOUSES) -
BUILDING
ELEVATIONS

Project No. 21025
Date 04.13.2023

A-201.11

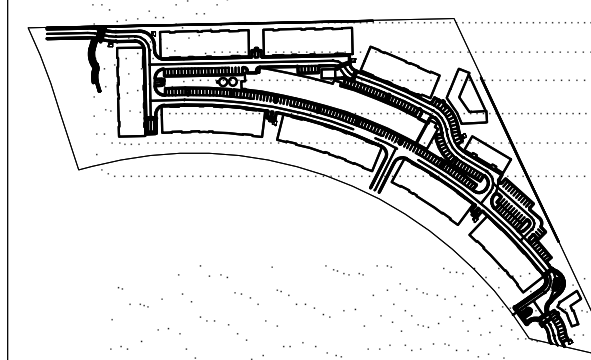
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TOWNHOMES
NO MODIFICATION NEEDED



ARCHITECTS

Dallas | Fort Worth | Austin



KEY PLAN

PEARL BEE CAVE

13400 Bee Cave Parkway
Bee Cave, TX 78738

ISSUE FOR PERMIT

[illegible]

Author _____
Drawn By _____

Approvers
Reviewed

.....

BUILDING 11
(TOWNHOUSES) -
BUILDING
ELEVATIONS

| | |
|-------------|------------|
| Project No. | 21025 |
| Date | 04.13.2023 |

A-202.11

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TOWNHOMES
NO MODIFICATION NEEDED

III. Ground Floor Private Yard Compliance

Per the PDD, at least 50% of ground floor units must have private, fenced yards comprising a minimum of 75 square feet. As currently designed, The Pearl features 64 ground floor units, of which 33 units have private, fenced yards, which results in 51.6% of the ground floor units. Yard fences are 3'6" tall comprised of 14-gauge tube metal frame with 4" square welded wire steel mesh.

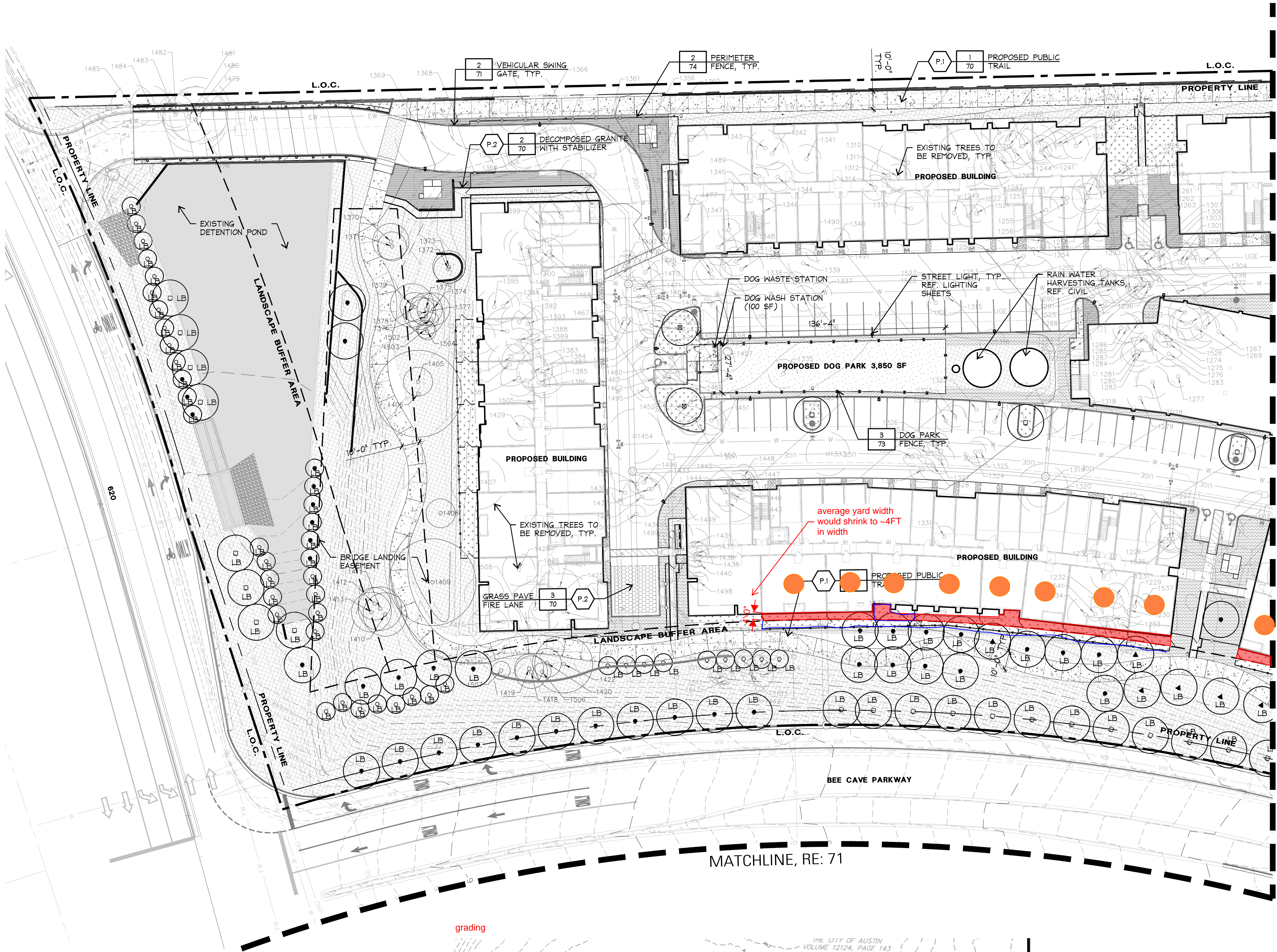
Morgan and city staff reviewed all yard configurations and areas to ensure compliance with the PDD. Per Section VI, Subsection H(4) of Exhibit C of the PDD, "fences are permitted within the building setbacks." Subsection J6 was not intended to apply to private yard fences, and clarifies design requirements for the property boundary fence.

Alternatively, the section of the PDD related to the Townhome property (Tract A)—Section V, Subsection F(9)—explicitly states that townhome front yard fences are not permitted in the Bee Cave Parkway fifty (50') buffer. This language was intentionally excluded in the fence restrictions for the Tract B in order to allow for the private yards as designed.

Ideally we would be able to program more units with private yards, as private ground floor yards are always very well-received by residents. However due to the topography of the site and the public trail that will be built along the back property line, we programmed private yards in every ground floor unit that was possible and practical from a design standpoint.

Morgan and city staff interpret the current private yard design to fully comply with the applicable portions of the PDD. Additionally, the 3'6" height of the private fences will be well concealed behind the enhanced landscaping & vegetative buffer and the decorative hedges planted between the fences and the 10' public loop trail – as seen in the below illustration.

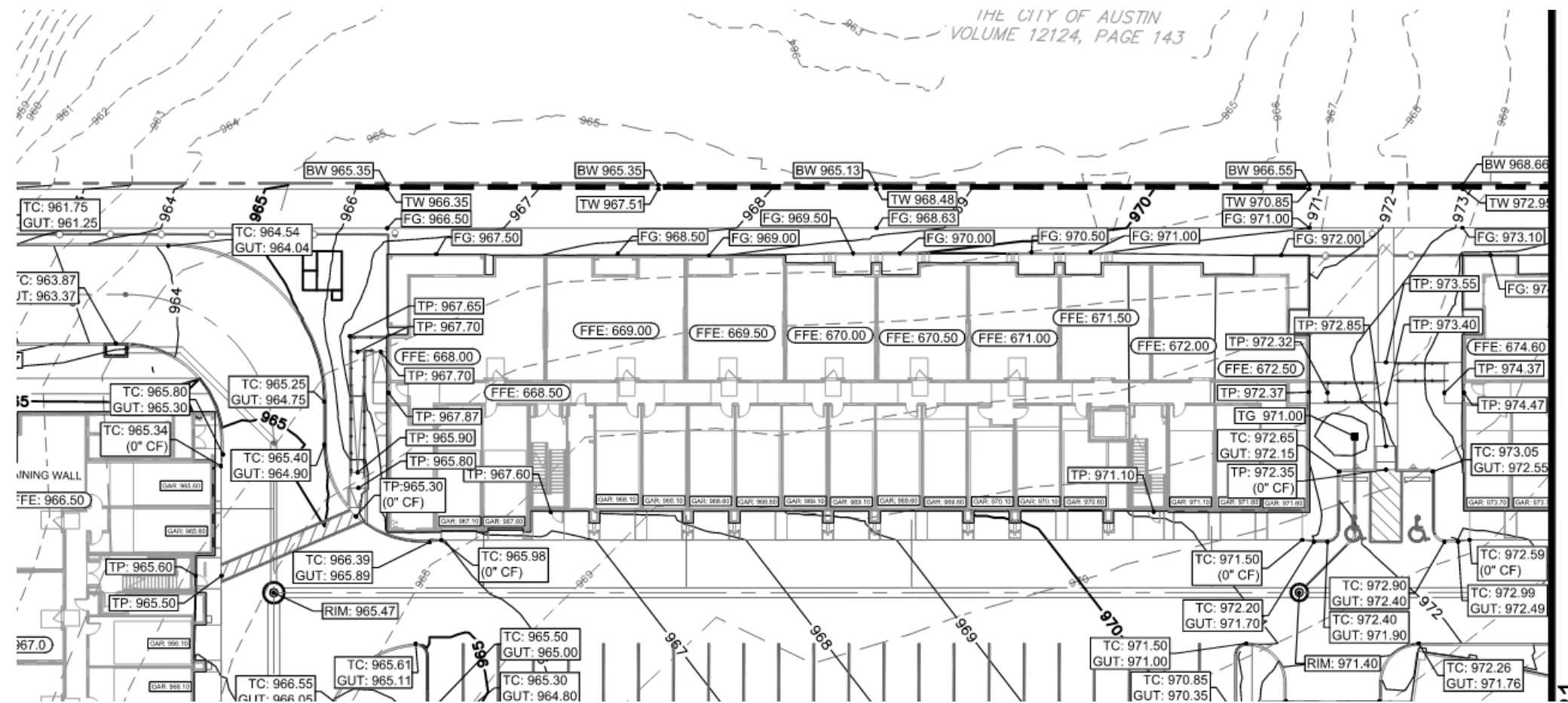
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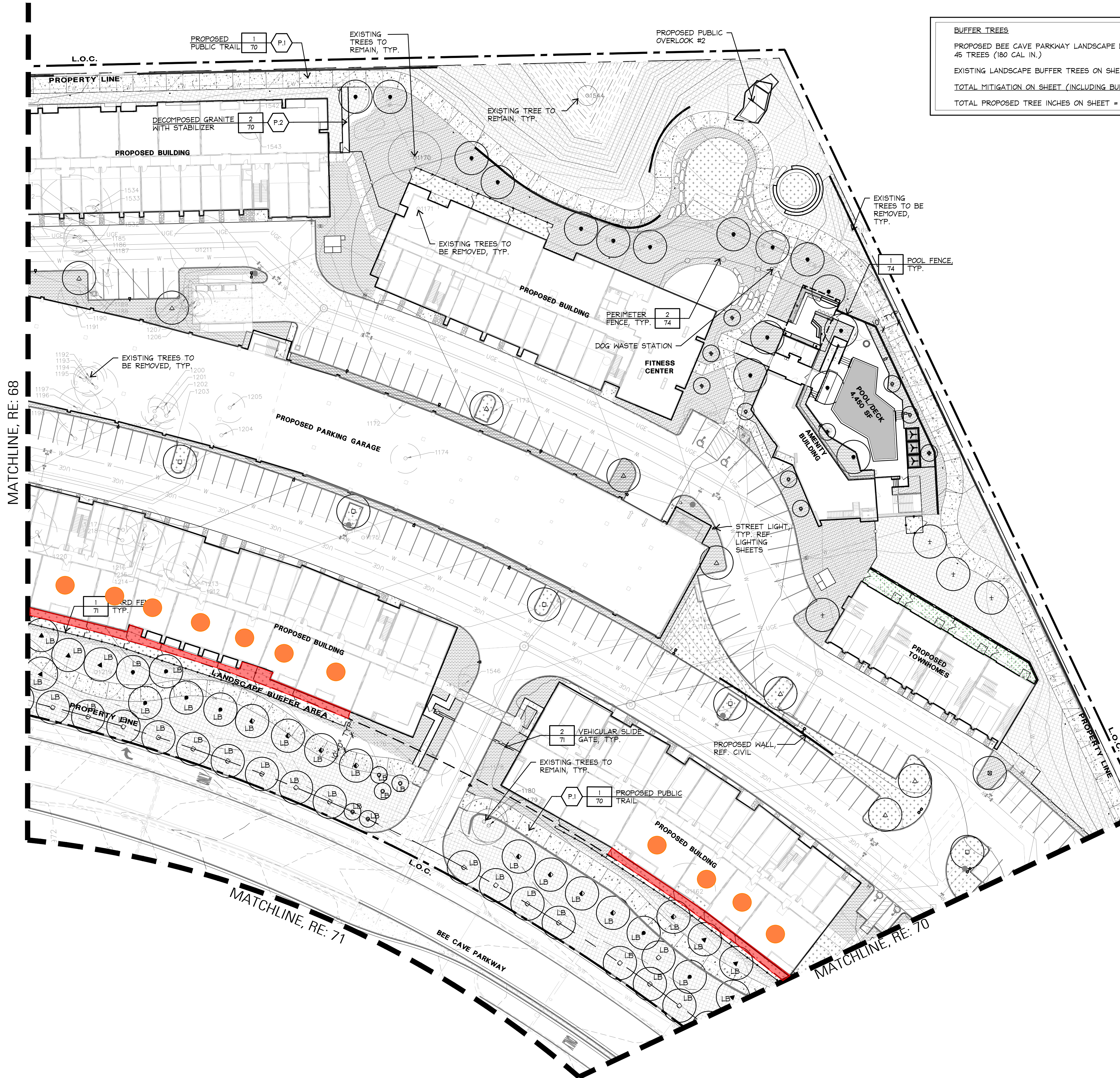


MATCHLINE, RE: 69

MATCHLINE, RE: 71

grading





BUFFER TREES
PROPOSED BEE CAVE PARKWAY LANDSCAPE BUFFER TREES ON SHEET = 45 TREES (180 CAL. IN.)
EXISTING LANDSCAPE BUFFER TREES ON SHEET = 24 CAL. IN.
TOTAL MITIGATION ON SHEET (INCLUDING BUFFER TREES)
TOTAL PROPOSED TREE INCHES ON SHEET = 356 CAL. IN.

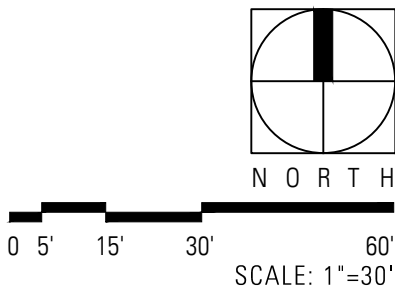
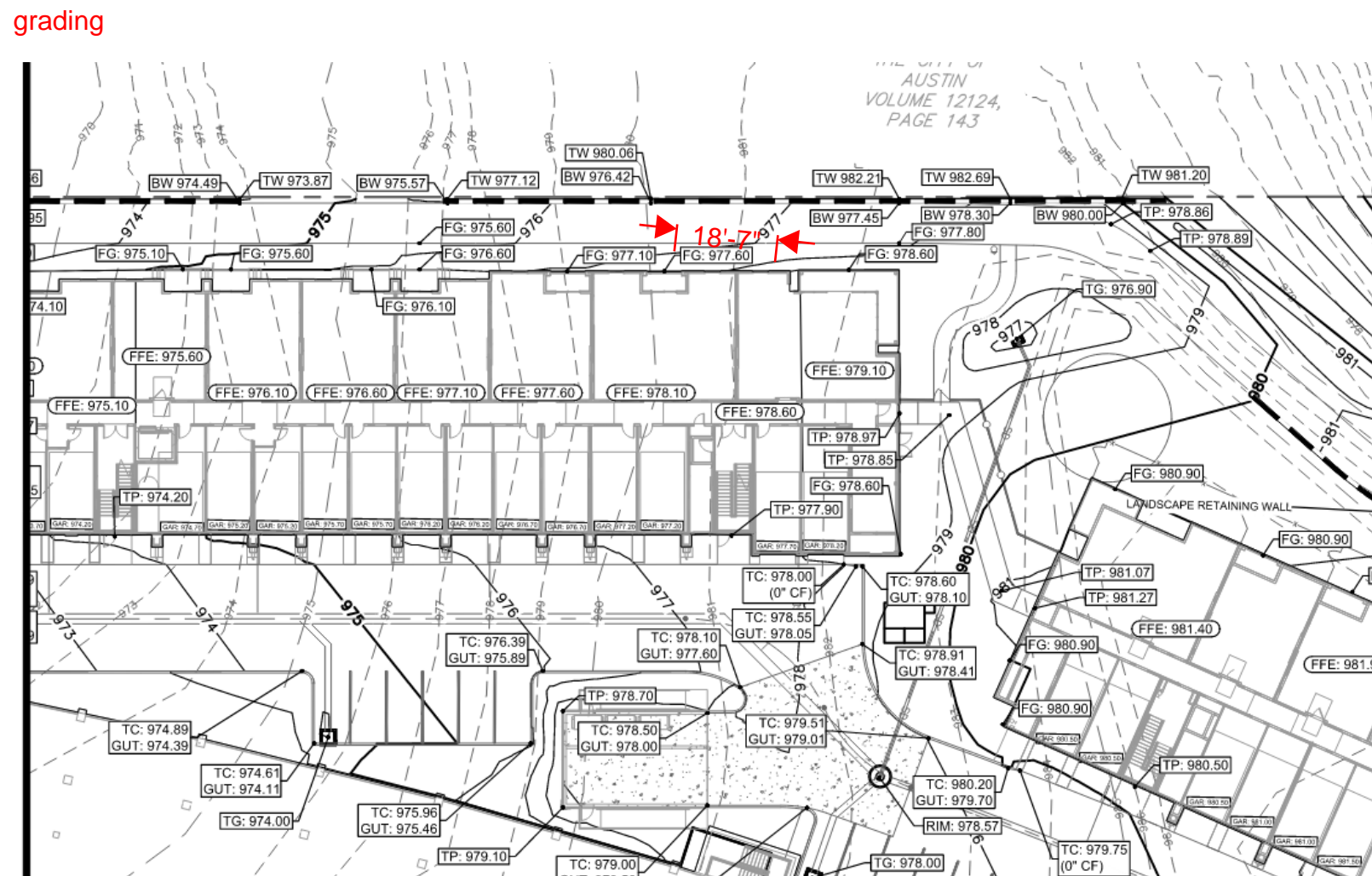
| EXISTING TREE LEGEND: | |
|-----------------------|-----------------------------|
| | EXISTING TREE TO REMAIN |
| | EXISTING TREE TO BE REMOVED |

| MATERIAL LEGEND: | |
|------------------|--------------------|
| | CONCRETE |
| | DECOMPOSED GRANITE |
| | MULCH |
| | WOOD DECKING |
| | GRAVEL |

| PLANTING LEGEND: | |
|------------------|-------------------------------------|
| | SOD - BERMUDA |
| | SHRUB BED |
| | REVEGETATION AREA - NATIVE SEED MIX |

| | |
|--|---------------------------------------------------------------------------|
| | LANDSCAPE BUFFER TREE - 4" CAL. TREES. FOR SPECIES REF. PLANTING SCHEDULE |
|--|---------------------------------------------------------------------------|

*Per Ord. 804, HWY 620 landscape buffer will contain 30 cal. inches of trees per 100 LF of area (101 total cal. in. required). Bee Cave Pkwy shall contain trees that total 46 cal. inches of trees per 100 LF of area (586 total cal. in. required).



811
Know what's below.
Call before you dig.

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

| | | | | | | |
|----------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|---------------|-----------------|
| KHA PROJECT 067786609 | | DATE JULY 2023 | SCALE: AS SHOWN | DESIGNED BY: XXX | DRAWN BY: XXX | CHECKED BY: XXX |
| LANDSCAPE PLAN (2 OF 4) | | THE PEARL AT BEE CAVE CITY OF BEE CAVE TRAVIS COUNTY, TEXAS | | | | |
| SHEET NUMBER 69 OF 90 | | landscape architects, planners & designers 3332 e césar chavez st bldg 1 suite 100 austin, tx 78702 [512] 327-1011 | | | | |
| | | TBG | | | | |
| | | 97/17/2023 | | | | |
| | | No. | | | | |
| | | REVISIONS | | | | |
| | | BY | | | | |
| | | DATE | | | | |

2 VEHICLE SECTION

SCALE: 1/4"=1'-0"



B. SECTION

Know what's below.
Call before you dig.



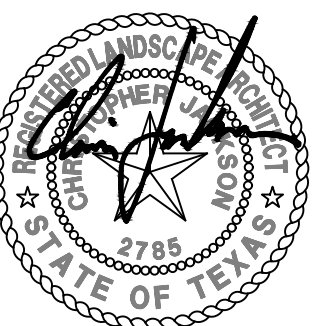
WARNING: CONTRACTOR IS TO
VERIFY PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

EARL AT BEE
CITY OF BEE CAVE
TRAVIS COUNTY, TEXAS

OSCAPE
(4 OF 4)

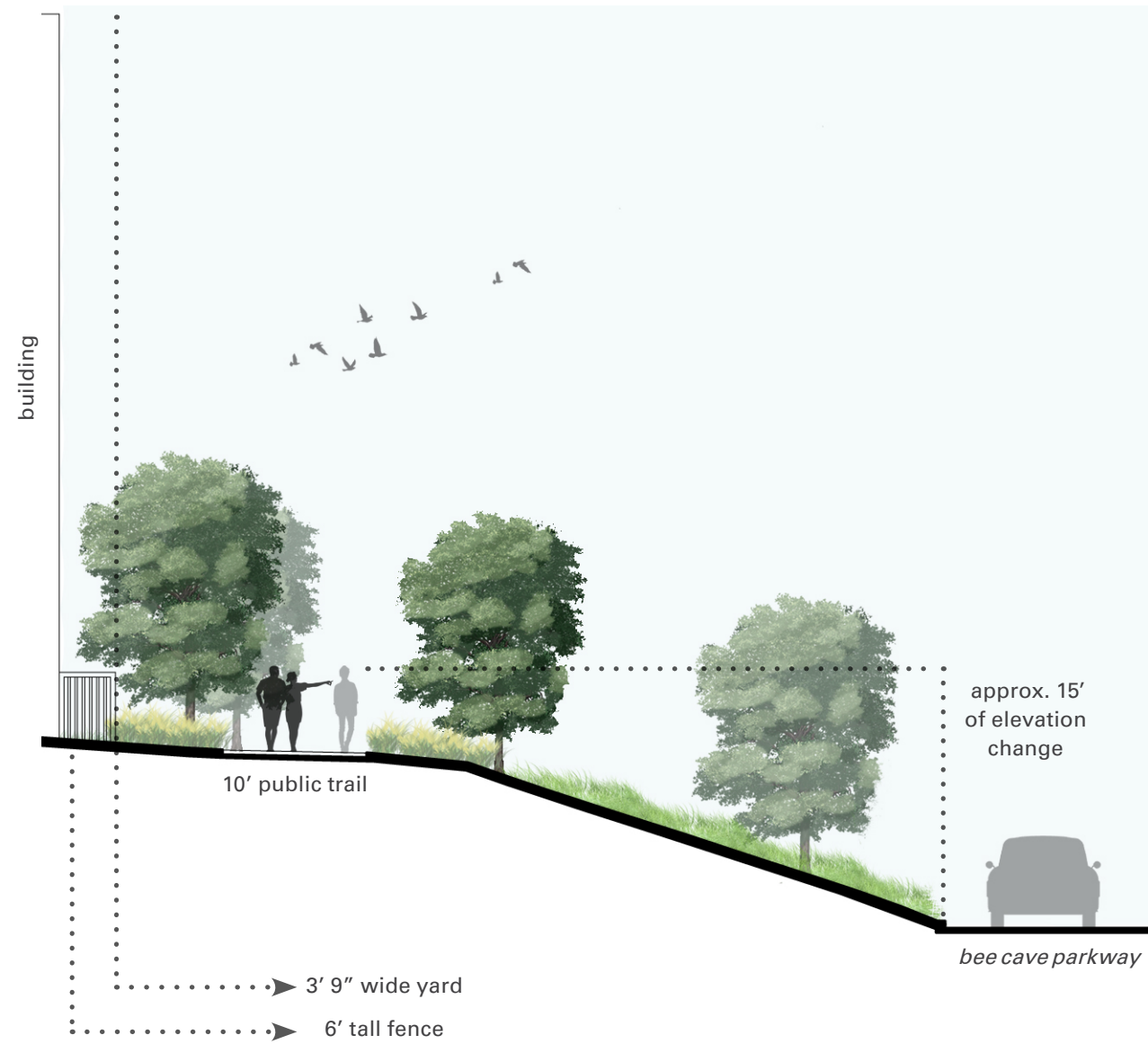
/17/2023

| | |
|------------------|-------------------|
| 067786609 | DATE JULY 2023 |
| SCALE: AS SHOWN | |
| DESIGNED BY: XXX | |
| DRAWN BY: XXX | |
| CHECKED BY: XXX | |

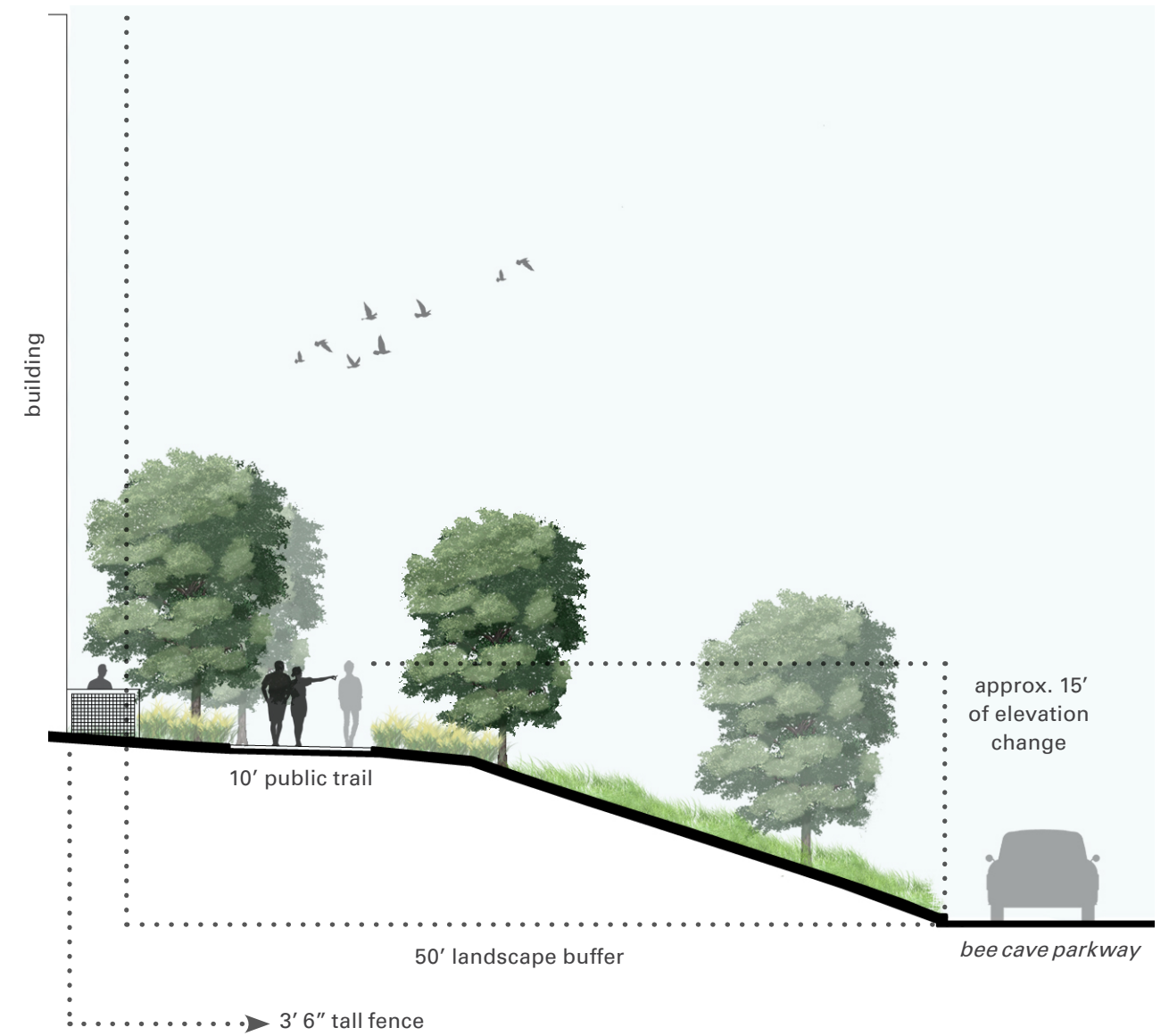


landscape architects, planners & designers
3232 e cesar chavez st
bldg 1, suite 100
austin, tx 78702
[512] 327-1011

[illegible]

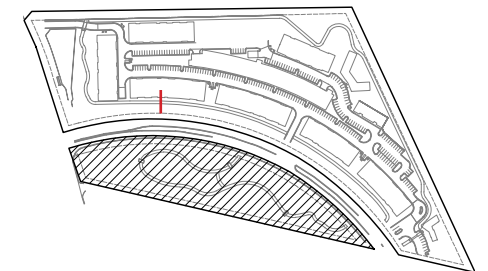


a. P&Z Comment



b. proposed condition

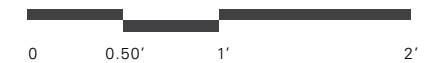
key map nts



pearl bee cave

illustrative landscape sections
@ Bee Cave Parkway

Bee Cave, Texas
08/07/23



TBG – [512] 327 1011 – tbgpartners.com
3232 e cesar chavez st, bldg 1, suite 100, austin, tx 78702
The information shown is subject to change without notice.

IV. Parking Garage Elevations and Photometric Study

The 2-level structured parking garage is centrally located at the site interior. Surrounded by residential buildings on all sides, views of the garage will be shielded from Bee Cave Parkway and Highway 620. As depicted in the below elevations, the garage has been designed to slope with the grade in an effort to reduce its visual presence on the site.

Garage access is provided via two separate ramps. The eastern ramp provides access to the top level of the garage while the western ramp provides access to the lower level of the garage.

A photometric study of the garage has been completed and shared with City Staff for review and approval.

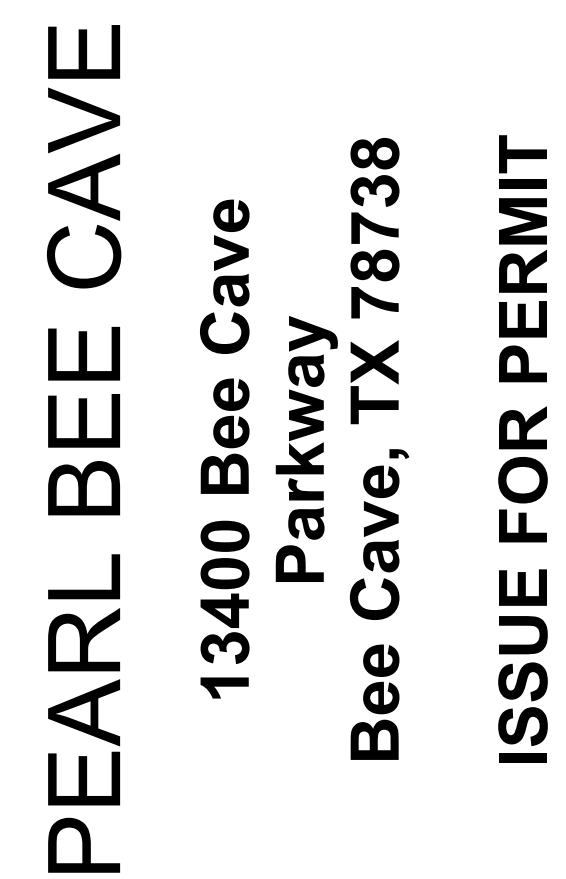
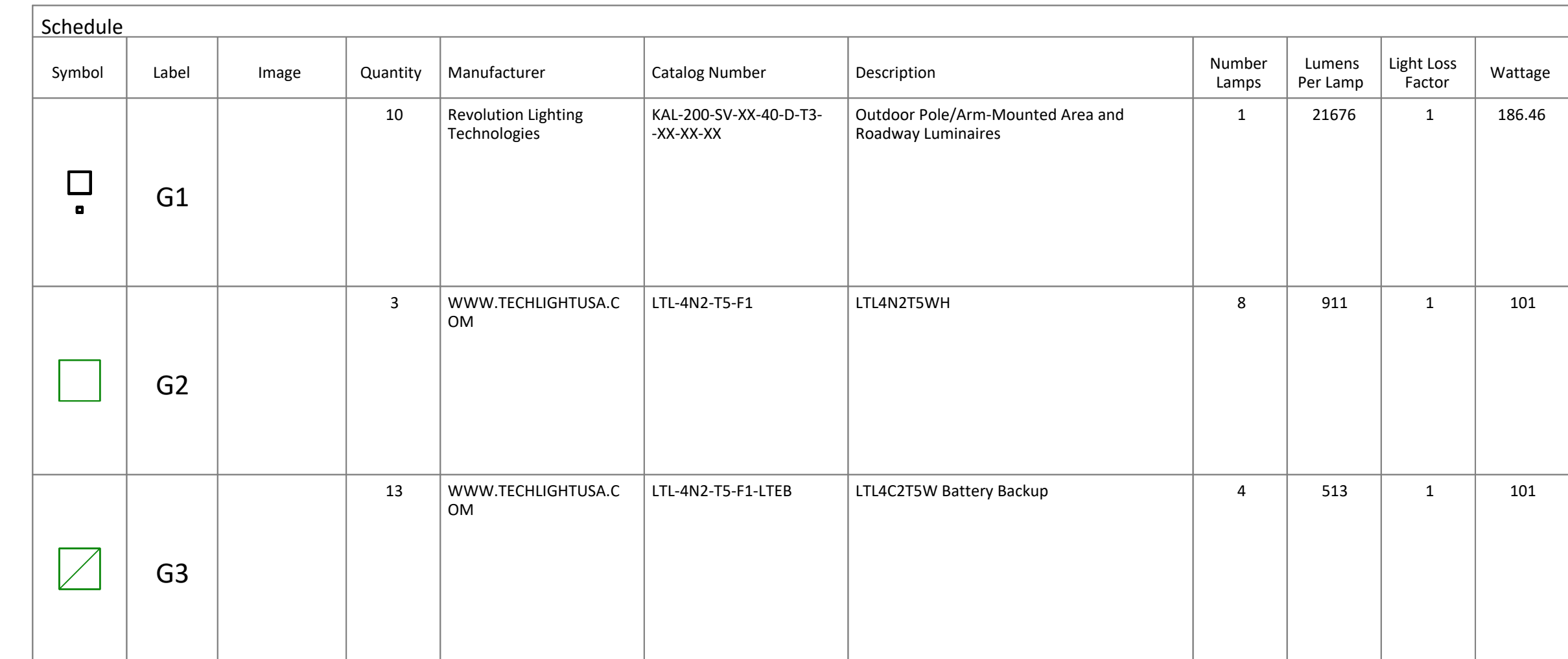
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A. ALL EXTERIOR LIGHTING SHALL BE CIRCUITED THRU TIME CLOCK TO PHOTOCELL.



2 ELECTRICAL PHOTOMETRIC PARGING GARAGE - LEVEL 1

A. ALL EXTERIOR LIGHTING SHALL BE CIRCUITED THRU TIME CLOCK TO PHOTOCELL.

[illegible]

Reviewed

ELECTRICAL
PHOTOMETRIC
PARKING GARAGE
LEVEL 2

E009

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V. Leasing Building – Design Intent Compliance

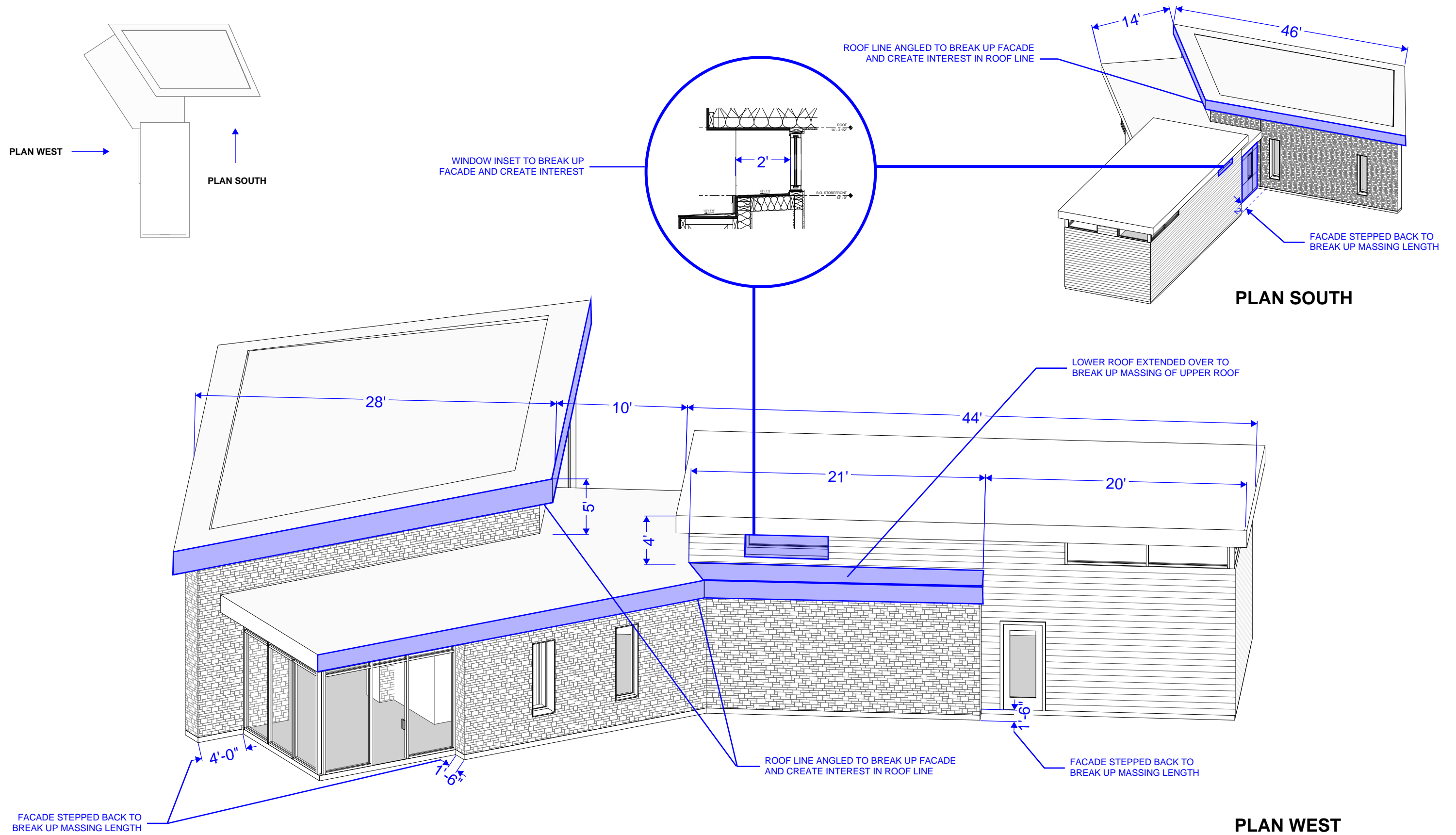
The Pearl Leasing Building comprises 2,265 square feet. The building will function as a first impression to prospective residents where they will be met by Morgan’s leasing team who will provide guided tours and address leasing questions about the property. Additionally, the Leasing Building will contain the mail and package room for residents to collect their mail and package deliveries.

The geometry of the site results in a narrow main entrance off of Bee Cave Parkway, which provided an opportunity to design a unique building that would leave a memorable impression on prospects and residents alike. Additionally, one of the two public scenic overlooks was intentionally designed at the Leasing Building to provide opportunities for residents and public trail users to interact with each other.

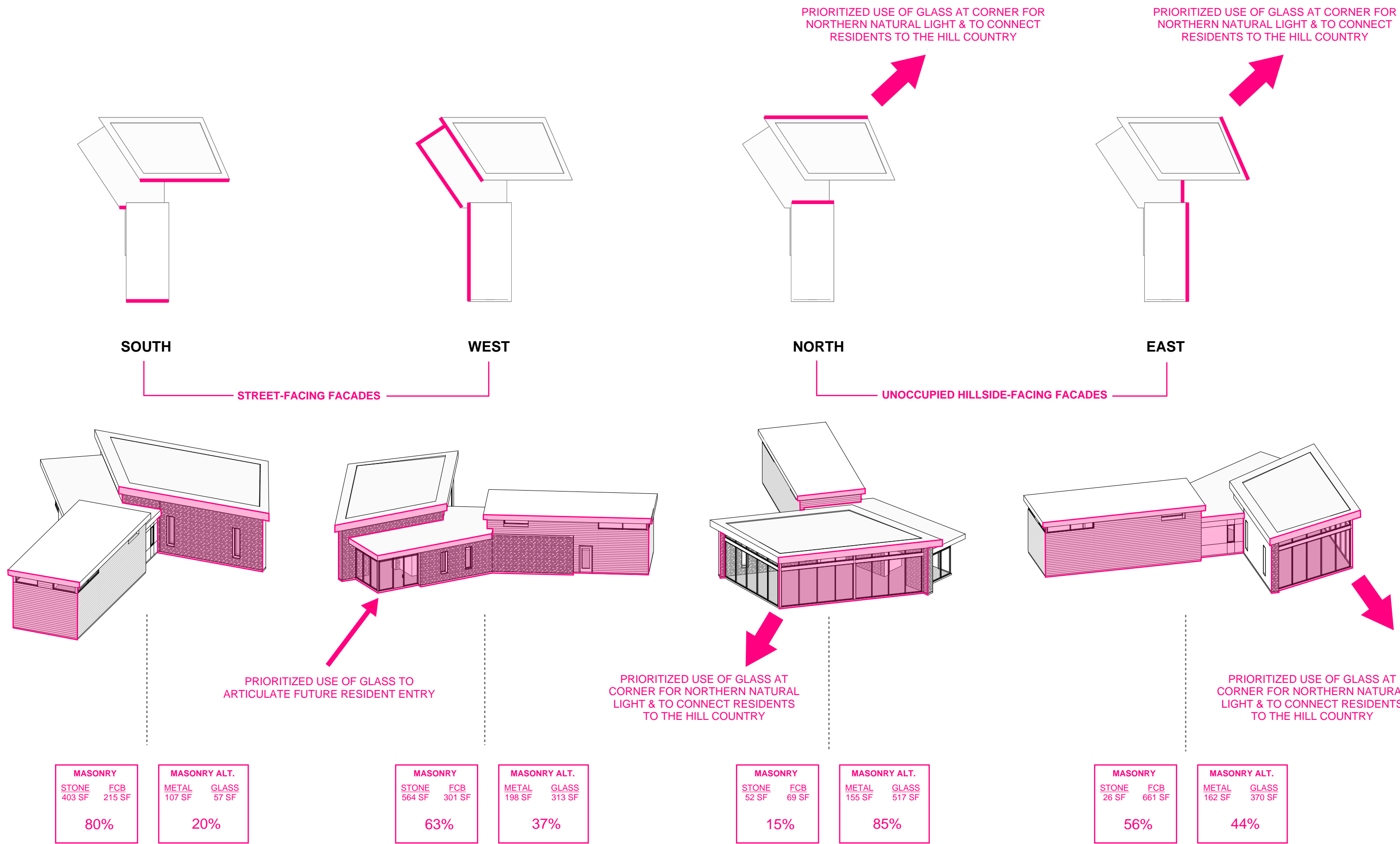
City Staff and Morgan reviewed the Leasing Office building in great detail to ensure full compliance with the design requirements of the PDD. With three different roof lines and multiple facades and angles along the building, City Staff determined that the building design complied with the the PDD.

The below exhibits detail the various elevations, roof lines, and material percentages of the leasing building facades.

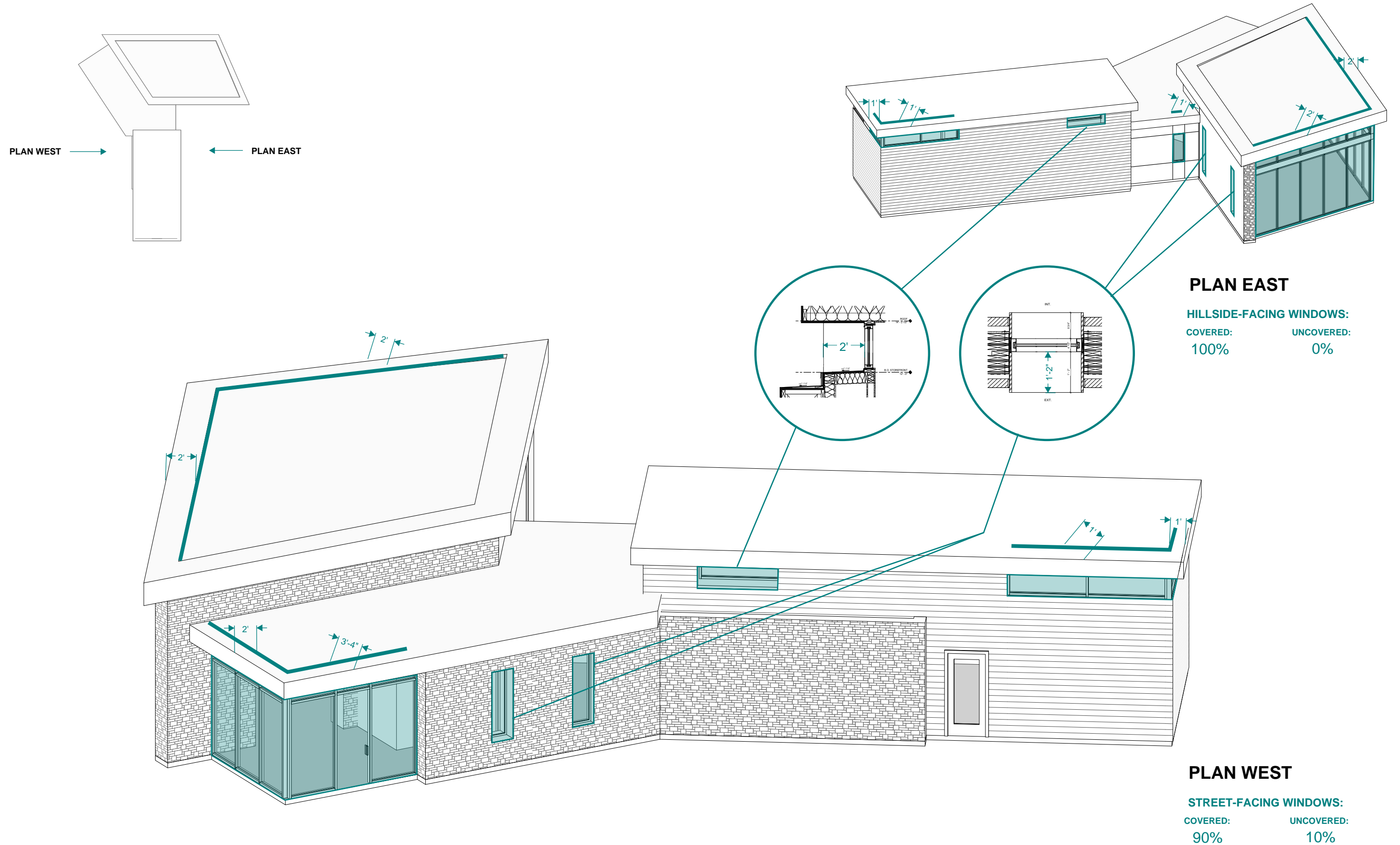
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LEASING BUILDING - MASSING



LEASING BUILDING - MATERIALS



LEASING BUILDING - GLASS COVERAGE

VI. Home Base Restrictive Covenant

As instructed in the PDD based on direction from City Council, Morgan has engaged a third party agency to oversee compliance with the affordable housing stipulations outlined in Section VI, Subsection M(1). Morgan is excited to play its part in providing affordable housing in The Pearl project, and has engaged HomeBase (a partner of Austin Habitat for Humanity) to oversee the compliance of The Pearl's affordable component – 34 units to be reserved for those make 80% or less of the Austin Area Median Income ("AMI").

The PDD also requires that a restrictive covenant be recorded stating the same. The restrictive covenant was reviewed and approved by City Staff and City Legal, and was subsequently recorded in Travis County Public Records in July 28, 2023.

The document as drafted complies with the stipulations outlined in the PDD.

(Remainder of page intentionally blank)

Table 1. Signalized Intersection Level of Service and Delay (sec/veh)

| Intersection | 2021 Existing | | 2024 Forecasted (Without Site) | | 2024 Site+Forecasted (No Improvements) | | 2024 Site+Forecasted (With Constructed Improvements) | | 2024 Site+Forecasted (With Recommended Improvements) | |
|--------------------------------------------------|---------------|--------------|-----------------------------------|--------------|-------------------------------------------|--------------|------------------------------------------------------------|--------------|------------------------------------------------------------|--------------|
| | AM | PM | AM | PM | AM | PM | AM | PM | AM | PM |
| SH 71 and RM 2244/Shops Parkway | F (245.9) | F (83.6) | F (263.0) | F (105.4) | F (264.2) | F (109.9) | F (264.2) | F (109.9) | F (202.6) | E (73.3) |
| SH 71 and RM 620/Shops Parkway | C (20.5) | D (45.1) | C (23.6) | E (68.7) | C (23.7) | E (70.5) | C (23.7) | E (70.5) | C (21.9) | E (66.4) |
| SH 71 and Hamilton Pool Road/Bee Cave Parkway | E (71.4) | F (134.2) | F (98.1) | F (200.7) | F (100.8) | F (206.4) | F (100.8) | F (206.4) | E (72.1) | F (125.9) |
| RM 2244 and Bee Cave Parkway | C (22.6) | C (34.8) | C (25.1) | E (57.1) | C (25.7) | E (61.3) | C (25.7) | E (61.3) | C (25.4) | D (41.4) |
| RM 620 and Bee Cave Parkway | E (57.7) | F (88.0) | F (93.8) | F (161.4) | F (101.9) | F (170.3) | E (67.6) | F (136.4) | E (58.3) | E (65.3) |
| RM 620 and Ladera Boulevard | B (18.6) | D (39.6) | C (21.2) | F (80.7) | C (21.7) | F (83.2) | C (21.7) | F (83.2) | B (19.6) | D (50.8) |
| RM 620 and Falcon Head Boulevard | D (37.2) | D (48.6) | E (59.1) | F (85.3) | E (59.7) | F (87.7) | E (59.7) | F (87.7) | C (31.9) | D (47.8) |
| Bee Cave Parkway and Galleria Parkway | A (7.4) | A (9.2) | A (7.6) | B (10.2) | A (7.7) | B (10.3) | A (7.7) | B (10.3) | ** | ** |
| Bee Cave Parkway and Tordera Drive | * | * | * | * | * | * | * | * | A (6.9) | A (8.0) |
| Bee Cave Parkway and Willie Way | * | * | B (14.1) | C (25.3) | B (14.0) | C (25.2) | B (14.0) | C (25.2) | B (19.0) | B (19.8) |
| SH 71 and Willie Way | - | - | B (13.6) | C (32.9) | B (13.6) | C (28.3) | B (13.6) | C (28.3) | B (19.6) | C (26.4) |
| Bee Cave Parkway and Galleria Oaks/Driveway B | * | * | * | * | * | * | C (28.8) | C (29.6) | C (28.8) | C (29.6) |
| Bee Cave Parkway and Market Street | * | * | * | * | * | * | * | * | B (16.2) | C (25.1) |
| Bee Cave Parkway and Vista Ridge | * | * | * | * | * | * | * | * | C (20.0) | B (14.8) |

+ Value is excessive or exceeds Synchro limits

* See Table 7 for unsignalized intersection LOS and delay information.

Table 2. Unsignalized Intersection Level of Service and Delay (sec/veh)

| Intersection | Movement | 2021 Existing | | 2024 Forecasted (Without Site) | | 2024 Site Forecasted (No Improvements) | | 2024 Site+Forecasted (With Constructed Improvements) | | 2024 Site+Forecasted (With Recommended Improvements) | |
|------------------------------------------------------------|----------------------------------|---------------|--------------|-----------------------------------|--------------|-------------------------------------------|--------------|------------------------------------------------------------|--------------|------------------------------------------------------------|----|
| | | AM | PM | AM | PM | AM | PM | AM | PM | AM | PM |
| Bee Cave Parkway and Tordera Drive | <i>Eastbound Left-Turn</i> | A (9.6) | B (13.6) | B (10.2) | C (16.4) | B (10.3) | C (16.6) | B (10.3) | C (16.6) | * | * |
| | <i>Southbound Left-Turn</i> | E (36.6) | F (151.6) | F (53.5) | F (430.1) | F (56.9) | F (452.1) | F (56.9) | F (452.1) | * | * |
| | <i>Southbound Right-Turn</i> | B (11.7) | C (15.1) | B (12.4) | C (17.5) | B (12.6) | C (17.6) | B (12.6) | C (17.6) | * | * |
| Bee Cave Parkway and Willie Way | <i>Eastbound Left-Turn</i> | A (9.3) | B (11.1) | * | * | * | * | * | * | * | * |
| | <i>Southbound Left-Turn</i> | D (26.3) | E (44.6) | * | * | * | * | * | * | * | * |
| | <i>Southbound Right-Turn</i> | B (10.7) | B (13.4) | * | * | * | * | * | * | * | * |
| Bee Cave Parkway and Galleria Oaks/Drivewa y B | <i>Eastbound Left-Turn</i> | A (9.6) | B (11.3) | B (10.2) | B (12.7) | B (10.3) | B (13.1) | * | * | * | * |
| | <i>Westbound Left-Turn</i> | B (11.4) | B (10.3) | B (12.4) | B (11.2) | B (12.5) | B (11.2) | * | * | * | * |
| | <i>Northbound Left-Turn</i> | F (64.1) | F (68.9) | F (97.5) | F (133.8) | F (118.0) | F (172.7) | * | * | * | * |
| | <i>Northbound Right-Turn</i> | B (12.7) | B (13.0) | B (13.6) | B (14.5) | B (13.7) | B (14.6) | * | * | * | * |
| | <i>Southbound Approach</i> | E (48.5) | F (63.3) | F (75.9) | F (114.7) | F (299.3) | F (431.1) | * | * | * | * |
| Bee Cave Parkway and Market Street | <i>Westbound Left-Turn</i> | B (10.8) | B (11.0) | B (11.7) | B (12.4) | B (12.1) | B (12.6) | B (12.1) | B (12.6) | * | * |
| | <i>Northbound Left-Turn</i> | E (47.6) | F (122.7) | F (74.5) | F (333.1) | F (85.1) | F (379.8) | F (85.1) | F (379.8) | * | * |

Table 2. Unsignalized Intersection Level of Service and Delay (sec/veh)

| Intersection | Movement | 2021 Existing | | 2024 Forecasted (Without Site) | | 2024 Site Forecasted (No Improvements) | | 2024 Site+Forecasted (With Constructed Improvements) | | 2024 Site+Forecasted (With Recommended Improvements) | |
|----------------------------------------|----------------------------------|---------------|--------------|-----------------------------------|---------------|-------------------------------------------|----------------|------------------------------------------------------------|----------------|------------------------------------------------------------|-------------|
| | <i>Northbound Right-Turn</i> | B (13.6) | C (17.9) | B (14.9) | C (23.6) | C (15.6) | C (24.6) | C (15.6) | C (24.6) | * | * |
| Bee Cave Parkway and Vista Ridge | <i>Westbound Left-Turn</i> | B (11.2) | B (11.8) | B (12.1) | B (13.5) | B (12.6) | B (13.8) | B (12.6) | B (13.8) | * | * |
| | <i>Northbound Left-Turn</i> | F (64.6) | F (498.9) | F (121.9) | F (1289.9) | F (148.9) | F (1,515.3) | F (148.9) | F (1,515.3) | * | * |
| | <i>Northbound Right-Turn</i> | B (13.1) | B (14.4) | B (14.2) | C (16.6) | B (14.7) | C (17.0) | B (14.7) | C (17.0) | * | * |
| Ladera Boulevard and Willie Way | <i>Westbound Left-Turn</i> | A (7.4) | A (7.5) | A (7.5) | A (7.6) | A (7.5) | A (7.6) | A (7.5) | A (7.6) | ** | ** |
| | <i>Northbound Left-Turn</i> | A (9.9) | B (11.1) | B (10.2) | B (11.6) | B (10.2) | B (11.6) | B (10.2) | B (11.6) | ** | ** |
| | <i>Northbound Right-Turn</i> | A (9.0) | A (9.1) | A (9.1) | A (9.2) | A (9.1) | A (9.2) | A (9.1) | A (9.2) | ** | ** |
| Bee Cave Parkway and Driveway C | <i>Eastbound Left-Turn</i> | - | - | - | - | B (10.4) | B (13.5) | B (14.7) | C (22.9) | B (14.7) | C (22.9) |
| | <i>Southbound Left-Turn</i> | - | - | - | - | F (52.1) | F (103.0) | E (41.6) | F (82.1) | E (41.6) | F (82.1) |
| | <i>Southbound Right-Turn</i> | - | - | - | - | B (12.2) | C (15.1) | B (13.4) | C (16.9) | B (13.4) | C (16.9) |
| Bee Cave Parkway and Driveway D | <i>Southbound Approach</i> | - | - | - | - | B (12.4) | C (15.4) | B (12.4) | C (15.4) | ** | ** |
| Bee Cave Parkway and Driveway E | <i>Westbound Approach</i> | - | - | - | - | D (26.0) | C (16.3) | D (26.0) | C (16.3) | ** | ** |

+ Value is excessive or exceeds Synchro limits

* See Table 6 for signalized intersection LOS and delay information.

** No improvements are recommended in this condition




A. ALL EXTERIOR LIGHTING SHALL BE CIRCUITED THRU TIME CLOCK TO PHOTOCELL.



2 ELECTRICAL PHOTOMETRIC PARGING GARAGE - LEVEL 1

A. ALL EXTERIOR LIGHTING SHALL BE CIRCUITED THRU TIME CLOCK TO PHOTOCELL.



| Schedule | | | | | | | | | | |
|---------------------------------------------------------------------------------------|-------|-------|----------|----------------------------------|--------------------------------|------------------------------------------------------|--------------|-----------------|-------------------|---------|
| Symbol | Label | Image | Quantity | Manufacturer | Catalog Number | Description | Number Lamps | Lumens Per Lamp | Light Loss Factor | Wattage |
|  | G1 | | 10 | Revolution Lighting Technologies | KAL-200-SV-XX-40-D-T3-XX-XX-XX | Outdoor Pole/Arm-Mounted Area and Roadway Luminaires | 1 | 21676 | 1 | 186.46 |
|  | G2 | | 3 | WWW.TECHLIGHTUSA.COM | LTL-4N2-T5-F1 | LTL4N2T5WH | 8 | 911 | 1 | 101 |
|  | G3 | | 13 | WWW.TECHLIGHTUSA.COM | LTL-4N2-T5-F1-LTEB | LTL4C2T5W Battery Backup | 4 | 513 | 1 | 101 |



PEARL BEE CAVE
13400 Bee Cave
Parkway
Bee Cave, TX 78738
ISSUE FOR PERMIT

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| | Revision |

TLR/SG
Drawn By
EEC
Reviewed

ELECTRICAL
PHOTOMETRIC
PARKING GARAGE
LEVEL 2

| | |
|-------------|----------|
| Project No. | 22076 |
| Date | 04.13.23 |

E009

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DECLARATION OF RESTRICTIVE COVENANT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Declaration of Restrictive Covenant (this “**Restrictive Covenant**”) is ~~entered into by and between Bee Cave Parkway Owner, LLC, a Delaware limited liability company (“Owner”), and HomeBase Texas, a Texas nonprofit corporation (“HomeBase”), as of _____, 202__ is executed effective as of this _____, 2023, by Bee Cave Parkway Owner, LLC, a Delaware limited liability company (“Owner”) and is as follows.~~

RECITALS

- A. Owner owns that certain tract of land located in the City of Bee Cave, Travis County, Texas more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”).
- B. Owner desires to provide for the redevelopment of the Property as a multifamily residential project (the “**Project**”). In connection with the Project, Owner is applying for a site development permit from the City of Bee Cave, Texas (the “**City**”) under Project No. 22-757-SNPS (the “**Site Permit**”).
- C. In accordance with the applicable zoning ordinance, Owner hereby executes this Restrictive Covenant ~~with HomeBase.~~

~~NOW, THEREFORE, Owner declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions of this Restrictive Covenant, Owner and HomeBase agree that the Property shall be subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this Restrictive Covenant:~~

I. DECLARATIONS AND AGREEMENTS

- 1.1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
 - 1.1.1. “**Owner**” means Owner and all future owners of the fee interest of all or any portion of the Property (whether such fee interest is obtained through a purchase from

Owner or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

1.1.2. **"AMI"** means annual median income in the Austin metropolitan statistical area, as published annually by the Federal government.

1.1.3. **"Affordable Housing Unit"** means a **Rent Restricted** habitable unit reserved for rental by households earning no more than eighty percent (80%) AMI.

1.1.4. **"Gross Rent"** means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Internal Revenue Code. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary of the Treasury of the United States.

1.1.5. **"Income"** means the income of a Tenant determined in a manner consistent with the requirements of Section 42(d)(2)(B) of the Internal Revenue Code.

1.1.6. **"Low-Income"** means, with respect to any Tenant, an income level not exceeding 80% Area Median Gross Income for the Austin-Round Rock MSA, adjusted for family size.

1.1.7. **"Low-Income Tenant"** means a Tenant who, when the Tenant originally occupied the Unit, had an Income qualifying as Low-Income. Upon annual renewal of the Low-Income Tenant's income certification completed by the compliance monitor, should the Low-Income Tenant's income exceed 80% of the Area Median Gross Income for the Austin-Round Rock MSA, adjusted for family size, then a similar unit (next available) shall be designated for the next qualified Low-Income Tenant.

1.1.8. **"Low-Income Unit"** means a Unit in the Project that is occupied by a Low-Income Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Internal Revenue Code, in particular, Section 42(i)(3). A standard of 1.5 persons per bedroom shall be used as the standard for the smallest unit a Low-Income Tenant may be offered.

~~1.1.3.~~ 1.1.9. **"Rent-Restricted"** means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Internal Revenue Code.

1.2. **Applicability.** Owner hereby acknowledges that the terms, covenants, conditions and provisions of this Restrictive Covenant shall only be binding on Owner and encumber the Property if the Property is developed as a multifamily development in accordance with the Site Permit.

1.3. **Affordability Requirements.** Subject to the terms and conditions hereof, if the Project is constructed on the Property, then Owner shall provide thirty-four (34) of the residential units in the Project as Affordable Housing Units (the **"Affordable Housing Unit Requirement"**), which units shall be in the same proportion to the overall mix of units in the Project. Subject to the provisions in Section 3.12 below, Owner shall comply with the Affordable Housing Unit Requirement for a period of forty (40) years from the First Certificate of Occupancy Date (the **"Term"**).

- a. The “**First Certificate of Occupancy Date**” shall mean the date on which the first certificate of occupancy for the Project is issued by the City or similar governmental agency. To put third parties on notice of the First Certificate of Occupancy Date, upon issuance and Owner’s receipt of such certificate of occupancy, a written notice acknowledging issuance of the certificate and stating the date of issuance shall be executed solely by Owner and recorded in the Official Public Records of Travis County, Texas.

II. COMPLIANCE, MONITORING AND REMEDIES

- 2.1. Compliance with Affordable Housing Requirements. Beginning on the First Certificate of Occupancy Date and continuing until the expiration or sooner termination of this Restrictive Covenant, all occupancy of the Project shall be in full compliance with the Affordable Housing Unit Requirement.

~~2.2. Compliance Monitoring of Affordable Housing Units and Fee. While Owner is required to provide Affordable Housing Units under this Agreement, then within thirty (30) days after written request from HomeBase from time to time (but not more frequently than once per calendar quarter), Owner will provide information and materials reasonably necessary and as requested by HomeBase the Owner shall maintain a contract with a third-party agency charged with auditing Affordable Housing Unit Requirements, enforcing the Affordable Housing Unit Requirements. Prior to the issuance of the first Certificate of Occupancy, Owner shall provide a copy of such fully executed contract to the City of Bee Cave by delivering the same to the City Manager’s office. Such contract shall require the third-party agency to provide compliance reports, in a format to be determined by the City Manager, to the City Manager of the City of Bee Cave on or before August 1 of each year that the Affordable Housing Unit Requirement is in effect, to evidence Owner’s compliance with the Affordable Housing Unit Requirement. In consideration of HomeBase’s compliance monitoring activities, Owner shall pay to HomeBase the following annual fee on the conditions set forth below:~~

- ~~a) Annual Fee. Following the First Certificate of Occupancy Date, Owner shall pay to HomeBase, for the duration of the Term, the amount of \$100 per calendar year for each Affordable Housing Unit in the Project, to be paid on the anniversary of the First Certificate of Occupancy Date. The amount of such annual payment shall increase in accordance with the CPI-U as reported by the U.S. Bureau of Labor Statistics on each fifth anniversary of the First Certificate of Occupancy Date. For example, for a project with a First Certificate of Occupancy Date in 2015, the fee for years 1-5 shall be \$100/year per Affordable Housing Unit, and be recalculated in 2020 based on the change in CPI (using https://www.bls.gov/data/inflation_calculator.htm) for an increase to \$110.38 for years 6-10, and so on through the Term.~~

2.3.2.2. Excusable Delays. Whenever performance is required of the Owner, the Owner shall perform its obligations using commercially reasonable and necessary measures to complete such performance within a reasonable time; provided, however, that if completion of

performance is delayed at any time by reasons of acts of God, severe weather events, pandemic, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause not within Owner's control (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

2.4.2.3. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owner may have hereunder by reason of any breach of this Restrictive Covenant.

~~2.5. Remedies. Following the occurrence of a breach of Owner's obligations under this Restrictive Covenant, only HomeBase, including its successors and assigns, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If Owner shall fail to comply with any term, provision or covenant of this Restrictive Covenant and shall not cure such failure within thirty (30) days after Owner's receipt of written notice from HomeBase detailing such failure (or if the default is of such character as to require more than thirty (30) days to cure and the Owner shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter), HomeBase shall have the option of pursuing any remedy it may have at law or in equity, including, without limitation, specific performance or injunctive relief from a court of competent jurisdiction.~~

III. GENERAL PROVISIONS

3.1. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against Owner.

3.2. Severability. The provisions of this Restrictive Covenant are deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.

3.3. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owner, and its successors and assigns. When Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

~~3.4. Estoppel Certificates. Within ten (10) days after written request from Owner, HomeBase~~

~~agrees to execute and deliver a certificate certifying that, to HomeBase's knowledge, (a) Owner is not in default in the performance of its obligations under this Restrictive Covenant, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Restrictive Covenant as may be reasonably requested by Owner.~~

3.5.3.4.No Third-Party Beneficiaries. The provisions of this Restrictive Covenant are for the exclusive benefit of the parties hereto, and their permitted successors and assigns, and not for the benefit of any third person, nor shall this Restrictive Covenant be deemed to have conferred any rights, express or implied, upon any third person or the public.

3.6.3.5.No Dedication. No provision of this Restrictive Covenant shall be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions and restrictions specifically set forth herein. Nothing in this Restrictive Covenant shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

3.7.3.6.Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Travis County, Texas.

3.8.3.7.Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

3.9.3.8.Notices. All notices required or permitted to be given hereunder, or given in regard to this Restrictive Covenant, shall be in writing and the same shall be given and be deemed to have been properly delivered (a) upon receipt if delivered by a national, reputable overnight courier addressed to the other party at the address hereinafter specified, (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address herein specified and (c) if emailed, upon receipt of such email, provided a confirming copy of such notice is delivered in the manner provided in subsections (a) or (b) above. Owner ~~or HomeBase~~ may change their respective addresses for notices by giving five (5) business days' advance written notice to the other in the manner provided for herein. Until changed in the manner provided herein, Owner ~~and HomeBase~~'s address for notice is as follows:

Owner:

Bee Cave Parkway Owner, LLC
c/o Morgan PRL Development LLC
Attn: Jason Hauck
3000 Richmond Avenue
Houston, Texas 77098
Email: jasonh@morgangroup.com

With Required Copy To:

Bee Cave Parkway Owner, LLC
c/o Morgan PRL Development LLC
Attn: Legal Department; Rosalind McLeroy/ Julie Stephenson
3000 Richmond Avenue
Houston, Texas 77098
Email: Rosalindm@morgangroup.com/ julie.stephenson@morgangroup.com

With Required Copy To:

Jackson Walker LLP
1401 McKinney, Suite 1900
Houston, TX 77010
Attention: Lewis S. Kasner
Email: lkasner@jw.com

HomeBase:

HomeBase Texas
Attn: Wayne Gerami
500 West Ben White Blvd., Suite
100 Austin, Texas 78704
Email: wgerami@ahfh.org

~~3.10. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between the Owner and HomeBase in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.~~

~~3.11.~~3.9. Modification and Amendment. Subject to the terms of Section 3.12 below, this Restrictive Covenant may only be modified, amended or terminated upon the recording of a written modification, amendment or termination document in the Official Records of the county in Texas where the Property is located, which is executed, acknowledged and approved by ~~(a) HomeBase or its successor; and (b)~~ Owner or its successor. Owner ~~and HomeBase~~ acknowledges any modification or amendment of this Restrictive Covenant shall require the City's consent, such consent not be unreasonably withheld, conditioned, or delayed.

~~3.12.~~3.10. Expiration. This Restrictive Covenant shall be deemed to have terminated and shall be of no further force and effect upon expiration of the Term. Notwithstanding the preceding sentence or anything to the contrary herein, the effectiveness of this Restrictive Covenant ~~and the agreements of Owner and HomeBase reflected herein are~~ conditioned upon final approval of the Site Permit by the City with no conditional overlay or additional restrictions not agreed to by Owner. An affidavit executed solely by Owner and recorded in the Official Public Records of Travis County, Texas, certifying the facts supporting the expiration or ineffectiveness of this Restrictive Covenant pursuant to the foregoing shall constitute a valid termination of this Restrictive Covenant and, thereafter, this Restrictive Covenant shall no longer encumber the Property. Any potential purchaser, lender, investor

or tenant of the Property and any other third parties shall have the right to rely on such affidavit without any further investigation or inquiry.

3.13.3.11. Counterparts; Multiple Originals. This Restrictive Covenant may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; Signatures follow.]

Executed to be effective as of the date first written above.

OWNER:

BEE CAVE PARKWAY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__
by _____, _____ of Bee Cave Parkway Owner, LLC, a Delaware
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

HOMEBASE:

~~HOMEBASE TEXAS, INC., a Texas
nonprofit corporation~~

By: _____
Name: Phyllis Snodgrass
Title: ~~Authorized Person~~

THE STATE OF TEXAS _____ §

COUNTY OF TRAVIS _____ §

~~This instrument was acknowledged before me on the ____ day of _____, 202__
by Phyllis Snodgrass, the Authorized Person of HOMEBASE TEXAS, INC., a Texas non-profit
corporation, on behalf of said non-profit corporation.~~

(SEAL)

Notary Public Signature

Exhibit A

Legal Description

Lots 1 and 2, Block "B" of the AMENDED FINAL PLAT HILL COUNTRY GALLERIA OF LOTS 1-8 AND 10-26, BLOCK A, LOTS 1-3 AND 5-8, BLOCK B AND LOT 1, BLOCK C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700378 of the Official Public Records of Travis County, Texas.

DECLARATION OF RESTRICTIVE COVENANT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Declaration of Restrictive Covenant (this “**Restrictive Covenant**”) is entered into by and between Bee Cave Parkway Owner, LLC, a Delaware limited liability company (“**Owner**”), and HomeBase Texas, a Texas nonprofit corporation (“**HomeBase**”), as of _____, 202__.

RECITALS

- A. Owner owns that certain tract of land located in the City of Bee Cave, Travis County, Texas more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”).
- B. Owner desires to provide for the redevelopment of the Property as a multifamily residential project (the “**Project**”). In connection with the Project, Owner is applying for a site development permit from the City of Bee Cave, Texas (the “**City**”) under Project No. 22-757-SNPS (the “**Site Permit**”).
- C. In accordance with the applicable zoning ordinance, Owner hereby executes this Restrictive Covenant with HomeBase.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions of this Restrictive Covenant, Owner and HomeBase agree that the Property shall be subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this Restrictive Covenant:

I. DECLARATIONS AND AGREEMENTS

- 1.1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
 - 1.1.1. “**Owner**” means Owner and all future owners of the fee interest of all or any portion of the Property (whether such fee interest is obtained through a purchase from Owner or through a purchase at a foreclosure sale or trustee’s sale or through a deed in lieu of foreclosure) and their successors and assigns.
 - 1.1.2. “**AMI**” means annual median income in the Austin metropolitan statistical area, as published annually by the Federal government.
 - 1.1.3. “**Affordable Housing Unit**” means a Rent Restricted habitable unit reserved for rental by households earning no more than eighty percent (80%) AMI.

- 1.1.4. "Gross Rent" means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Internal Revenue Code. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary of the Treasury of the United States.
- 1.1.5. "Income" means the income of a Tenant determined in a manner consistent with the requirements of Section 42(d)(2)(B) of the Internal Revenue Code.
- 1.1.6. "Low-Income" means, with respect to any Tenant, an income level not exceeding 80% Area Median Gross Income for the Austin-Round Rock MSA, adjusted for family size.
- 1.1.7. "Low-Income Tenant" means a Tenant who, when the Tenant originally occupied the Unit, had an Income qualifying as Low-Income. Upon annual renewal of the Low-Income Tenant's income certification completed by the compliance monitor, should the Low-Income Tenant's income exceed 80% of the Area Median Gross Income for the Austin-Round Rock MSA, adjusted for family size, then a similar unit (next available) shall be designated for the next qualified Low-Income Tenant.
- 1.1.8. "Low-Income Unit" means a Unit in the Project that is occupied by a Low-Income Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Internal Revenue Code, in particular, Section 42(i)(3). A standard of 1.5 persons per bedroom shall be used as the standard for the smallest unit a Low-Income Tenant may be offered.
- ~~1.1.3.~~ 1.1.9. "Rent-Restricted" means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Internal Revenue Code.

- 1.2. Applicability. Owner hereby acknowledges that the terms, covenants, conditions and provisions of this Restrictive Covenant shall only be binding on Owner and encumber the Property if the Property is developed as a multifamily development in accordance with the Site Permit.
- 1.3. Affordability Requirements. Subject to the terms and conditions hereof, if the Project is constructed on the Property, then Owner shall provide thirty-four (34) of the residential units in the Project as Affordable Housing Units (the "**Affordable Housing Unit Requirement**"), which units shall be in the same proportion to the overall mix of units in the Project. Subject to the provisions in Section 3.12 below, Owner shall comply with the Affordable Housing Unit Requirement for a period of forty (40) years from the First Certificate of Occupancy Date (the "**Term**").
- a. The "**First Certificate of Occupancy Date**" shall mean the date on which the first certificate of occupancy for the Project is issued by the City or similar governmental agency. To put third parties on notice of the First Certificate of Occupancy Date, upon issuance and Owner's receipt of such certificate of occupancy, a written notice acknowledging issuance of the certificate and stating the date of issuance shall be executed solely by Owner and recorded in the Official Public Records of Travis County, Texas.

II. COMPLIANCE, MONITORING AND REMEDIES

- 2.1. Compliance with Affordable Housing Requirements. Beginning on the First Certificate of Occupancy Date and continuing until the expiration or sooner termination of this Restrictive Covenant, all occupancy of the Project shall be in full compliance with the Affordable Housing Unit Requirement.
- 2.2. Compliance Monitoring of Affordable Housing Units and Fee. While Owner is required to provide Affordable Housing Units under this Agreement, then within thirty (30) days after written request from HomeBase from time to time (but not more frequently than once per calendar quarter), Owner will provide information and materials reasonably necessary and as requested by HomeBase to evidence Owner's compliance with the Affordable Housing Unit Requirement. In consideration of HomeBase's compliance monitoring activities, Owner shall pay to HomeBase the following annual fee on the conditions set forth below:
 - a) Annual Fee. Following the First Certificate of Occupancy Date, Owner shall pay to HomeBase, for the duration of the Term, the amount of \$100 per calendar year for each Affordable Housing Unit in the Project, to be paid on the anniversary of the First Certificate of Occupancy Date. The amount of such annual payment shall increase in accordance with the CPI-U as reported by the U.S. Bureau of Labor Statistics on each fifth anniversary of the First Certificate of Occupancy Date. For example, for a project with a First Certificate of Occupancy Date in 2015, the fee for years 1-5 shall be \$100/year per Affordable Housing Unit, and be recalculated in 2020 based on the change in CPI (using https://www.bls.gov/data/inflation_calculator.htm) for an increase to \$110.38 for years 6- 10, and so on through the Term.
- 2.3. Excusable Delays. Whenever performance is required of the Owner, the Owner shall perform its obligations using commercially reasonable and necessary measures to complete such performance within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, severe weather events, pandemic, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause not within Owner's control (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
- 2.4. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owner may have hereunder by reason of any breach of this Restrictive Covenant.
- 2.5. Remedies. Following the occurrence of a breach of Owner's obligations under this Restrictive Covenant, only HomeBase, including its successors and assigns, shall be entitled to institute proceedings for full and adequate relief from the consequences of said

breach or threatened breach. If Owner shall fail to comply with any term, provision or covenant of this Restrictive Covenant and shall not cure such failure within thirty (30) days after Owner's receipt of written notice from HomeBase detailing such failure (or if the default is of such character as to require more than thirty (30) days to cure and the Owner shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter), HomeBase shall have the option of pursuing any remedy it may have at law or in equity, including, without limitation, specific performance or injunctive relief from a court of competent jurisdiction.

III. GENERAL PROVISIONS

- 3.1. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against Owner.
- 3.2. Severability. The provisions of this Restrictive Covenant are deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- 3.3. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owner, and its successors and assigns. When Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- 3.4. Estoppel Certificates. Within ten (10) days after written request from Owner, HomeBase agrees to execute and deliver a certificate certifying that, to HomeBase's knowledge, (a) Owner is not in default in the performance of its obligations under this Restrictive Covenant, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Restrictive Covenant as may be reasonably requested by Owner.
- 3.5. No Third-Party Beneficiaries. The provisions of this Restrictive Covenant are for the exclusive benefit of the parties hereto, and their permitted successors and assigns, and not for the benefit of any third person, nor shall this Restrictive Covenant be deemed to have conferred any rights, express or implied, upon any third person or the public.
- 3.6. No Dedication. No provision of this Restrictive Covenant shall be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions and restrictions specifically set forth herein. Nothing in this Restrictive Covenant shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

- 3.7. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Travis County, Texas.
- 3.8. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- 3.9. Notices. All notices required or permitted to be given hereunder, or given in regard to this Restrictive Covenant, shall be in writing and the same shall be given and be deemed to have been properly delivered (a) upon receipt if delivered by a national, reputable overnight courier addressed to the other party at the address hereinafter specified, (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address herein specified and (c) if emailed, upon receipt of such email, provided a confirming copy of such notice is delivered in the manner provided in subsections (a) or (b) above. Owner or HomeBase may change their respective addresses for notices by giving five (5) business days' advance written notice to the other in the manner provided for herein. Until changed in the manner provided herein, Owner and HomeBase's address for notice is as follows:

Owner:

Bee Cave Parkway Owner, LLC
c/o Morgan PRL Development LLC
Attn: Jason Hauck
3000 Richmond Avenue
Houston, Texas 77098
Email: jasonh@morgangroup.com

With Required Copy To:

Bee Cave Parkway Owner, LLC
c/o Morgan PRL Development LLC
Attn: Legal Department; Rosalind McLeroy/ Julie Stephenson
3000 Richmond Avenue
Houston, Texas 77098
Email: Rosalindm@morgangroup.com/ julie.stephenson@morgangroup.com

With Required Copy To:

Jackson Walker LLP
1401 McKinney, Suite 1900
Houston, TX 77010
Attention: Lewis S. Kasner
Email: lkasner@jw.com

HomeBase:

HomeBase Texas
Attn: Wayne Gerami
500 West Ben White Blvd., Suite
100 Austin, Texas 78704
Email: wgerami@ahfh.org

- 3.10. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between the Owner and HomeBase in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- 3.11. Modification and Amendment. Subject to the terms of Section 3.12 below, this Restrictive Covenant may only be modified, amended or terminated upon the recording of a written modification, amendment or termination document in the Official Records of the county in Texas where the Property is located, which is executed, acknowledged and approved by (a) HomeBase or its successor; and (b) Owner or its successor. Owner and HomeBase acknowledge any modification or amendment of this Restrictive Covenant shall require the City's consent, such consent not be unreasonably withheld, conditioned, or delayed.
- 3.12. Expiration. This Restrictive Covenant shall be deemed to have terminated and shall be of no further force and effect upon expiration of the Term. Notwithstanding the preceding sentence or anything to the contrary herein, the effectiveness of this Restrictive Covenant and the agreements of Owner and HomeBase reflected herein are conditioned upon final approval of the Site Permit by the City with no conditional overlay or additional restrictions not agreed to by Owner. An affidavit executed solely by Owner and recorded in the Official Public Records of Travis County, Texas, certifying the facts supporting the expiration or ineffectiveness of this Restrictive Covenant pursuant to the foregoing shall constitute a valid termination of this Restrictive Covenant and, thereafter, this Restrictive Covenant shall no longer encumber the Property. Any potential purchaser, lender, investor or tenant of the Property and any other third parties shall have the right to rely on such affidavit without any further investigation or inquiry.
- 3.13. Counterparts; Multiple Originals. This Restrictive Covenant may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; Signatures follow.]

Executed to be effective as of the date first written above.

OWNER:

BEE CAVE PARKWAY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__
by _____, _____ of Bee Cave Parkway Owner, LLC, a Delaware
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

HOMEBASE:

HOMEBASE TEXAS, INC., a Texas
nonprofit corporation

By: _____
Name: Phyllis Snodgrass
Title: Authorized Person

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 202__
by Phyllis Snodgrass, the Authorized Person of HOMEBASE TEXAS, INC., a Texas non-profit
corporation, on behalf of said non-profit corporation.

(SEAL)

Notary Public Signature

Exhibit A

Legal Description

Lots 1 and 2, Block "B" of the AMENDED FINAL PLAT HILL COUNTRY GALLERIA OF LOTS 1-8 AND 10-26, BLOCK A, LOTS 1-3 AND 5-8, BLOCK B AND LOT 1, BLOCK C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700378 of the Official Public Records of Travis County, Texas.