



# TRAVIS COUNTY FLOODPLAIN REFORESTATION PROGRAM

## Project Design Document

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## PROJECT OVERVIEW

### Basic Project Details

**Project Name:** Travis County Floodplain Reforestation Program

**Project Planting Type:** Riparian Planting

**Project Location** (*property name and city, town, or jurisdiction*): Travis County, Texas

**Project Operator Name:** TreeFolks

**Project Operator Contact:** Andreina Alexatos, Director of Reforestation, 512-443-5323, [andreina@treefolks.org](mailto:andreina@treefolks.org)

### Project Description

*Include details of where the project will take place, how many trees will be planted, what type of planting, partners, overall project goals, and any other relevant information.*

TreeFolks, Austin Office of Sustainability, Austin Watershed Protection Department and Travis County are launching the Travis County Floodplain Reforestation Program to restore healthy forest buffers of local rivers and streams in eastern Travis County. Carbon+ credits generated from this project will be sold to the City of Austin to help meet the city's 2020 carbon neutrality goal. Using funds allocated for carbon offsets to purchase local credits from these riparian plantings keeps the City of Austin's investments localized while addressing global climate change.

The pilot and program, both operated by TreeFolks, will reforest floodplain on public and private lands. TreeFolks will work with volunteers and youth service organizations to plant native saplings and provide the reforestation services to private owners free of charge. These services include, for those applicants who choose to participate and are selected, free trees, free planting services, and free consultations.

The tree planting projects will increase canopy cover and diversity in an ecosystem that needs help. The City of Austin Watershed Protection Department recently concluded that diverse wooded corridors along creeks and riparian zones here are rare.

The reforestation project also serves to engage local community members with the environment, complementing Austin's participation in the Biophilic Cities Network and the Children and Nature collaborative and aligning with citywide green infrastructure efforts. Reforesting Austin's local stream corridors will create lasting change, both within the city limits and across eastern Travis County floodplains.

The project will encompass 85.92 acres total, of which 45.54 are privately owned and the rest owned by the City of Austin or Travis County. We will be planting 47,279 saplings at 8' x 10' spacing, in order to provide canopy style coverage in these riparian zones.

## **LOCATION AND OWNERSHIP OF PROJECT AREA (Section 1.3, 2)**

### **Location Eligibility**

*Project Areas must be located in parcels within or along the boundary of at least one of the following criteria. Describe how the Project Area(s) meet the location criteria.*

- A) The Urban Area boundary (“Urban Area”), defined by the most recent publication of the United States Census Bureau*
- B) The boundary of any incorporated city or town created under the law of its state;*
- C) The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;*
- D) The boundary of land owned, designated, and used by a municipal or quasi-municipal entity such as a utility for source water or water shed protection;*
- E) A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through D above.*

### **Ownership Eligibility**

*Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting at least one of the following:*

- A) Own the land, the trees, and potential credits upon which the Project trees are located; or*
- B) Own an easement or equivalent property interest for a public right of way within which Project trees are located, own the Project trees and credits within that easement, and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or*
- C) Have a written and signed agreement from the landowner granting ownership to the Project Operator of any credits for carbon storage or other benefits delivered by Project trees on that landowner’s land. If Project trees are on private property, this agreement must be recorded in the property records of the county in which the land containing Project trees is located.*

### **Project Area Location**

*Describe where the Project Area is located and how it meets the location criteria.*

The Project Area, including all plantings, are located in the Eastern portion of Travis County, Texas along degraded riparian corridors. The Travis County Floodplain Reforestation Program meets the following location criteria:

- A) The Urban Area boundary (“Urban Area”), defined by the most recent publication of the United States Census Bureau*
- B) The boundary of land owned, designated, and used by a municipal or quasi-municipal entity such as a utility for source water or water shed protection*

All plantings are within an urban boundary as defined by the 2010 Census and/or within or adjacent to Austin’s Watershed Protection jurisdiction.

The urban areas included in this PDD are: Elgin, TX (26659); Austin, TX (04384); Manor, TX (54050); Del Valle, TX or Elroy, TX (27290).

*Please see attachment: TCFRP Parcel Map; Jurisdiction\_Map; TCFRP Pilot Project Area; TCFRP Planting Parcels; and individual property maps located in the “Property Maps” folder*

### **Project Area Ownership and Right to Receive Credits**

*Describe the property ownership and include relevant documentation including title/filename as an attachment (Declaration of Land Ownership or Agreement from Owner to Transfer Credits.)*

**Private Land – A and C** – There were two separate scenarios for including landowners in this program:

1. The landowner agrees to allow TreeFolks to transfer credits and signs an Agreement and Declaration of Covenants.
2. The landowner agrees to allow TreeFolks to transfer credits and signs an Agreement to Transfer Potential Credits.

*Please see attachments: Agreement and Declaration of Covenants – Updated and Agreement to Transfer Potential Credits - Private*

**City and County Land – B** – City of Austin and Travis County planted areas are on public parkland and have assumed a no-mow policy in the area. City or County shall not cut, harvest, or damage trees in the Tree Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

*Please see attachments: Agreement to Transfer Potential Credits – Public*

All signed and notarized agreements are saved in the “Right to Receive Credits” folder and labeled by property owner name. The original templates are also saved in the same folder.

### **Maps**

*Provide a detailed map of the Project Area. Also provide a map that shows the Project Area within the context of relevant urban/town boundaries. Include title/filename of relevant attachments.*

#### **1) Map of Project Area**

*TCFRP Pilot Project Area.JPG*

*Jurisdiction\_Map.PDF*

#### **2) Regional-scale map of Project Area**

*TCFRP Planting Parcels.JPG*

*TCFRP Parcel Map.PDF*

*TCFRP Pilot Project Area.PDF*

*Note: Individual property maps are located in the “Property Maps” folder by owner name.*

## **Additional Notes**

### **PLANTING DESIGN**

*Describe planting design. Will the trees be planted as scattered single trees, clustered groups like parks plantings, or as riparian plantings (closely spaced with high expected mortality)?*

Planting occurs during the winter months (Nov-Feb) through volunteer events or contracted labor. Planting is done on an 8'x 10' grid-like system with only 25% of the seedlings expected to reach maturity. The dense planting accounts for such a high mortality rate due to the fact that the seedlings are not cared for once planted. This method is called the Rapid Riparian Revegetation method (Guillozet et al., 2014) and it is intended to speed up the rate of natural recruitment by mimicking nature and adding native woody competition. Over time, the grasses and shrubs that initially take over the riparian area begin to lend way to other (more permanent) species that make up the future riparian forest. Sites will be chosen for reforestation if the planting area is within a floodplain, not already forested, and not be a highly incised bank (due to lack of connection to the water table).

*Describe your data collection on Project Trees. For example, Project Operator can use the data collection sheet contained in the CFC quantification tool or your own method.*

TreeFolks will use a range of tools to collect data on Project Trees, including geographic information systems (GIS) and the Theodolite app. GIS will be used to continually update Project maps and store data. The Theodolite app will be used to record photo points for all planting areas. The app includes a range of information on each photo, including coordinates and cardinal directions.

### **MONITORING AND REPORTING PLANS**

*Project Operator is required to submit an annual monitoring report. The report must contain any changes in eligibility status of the Project Operator and any significant tree loss. Confirm and describe your plans for annual monitoring of this project.*

Monitoring of Project Trees will be done with geographic information systems (GIS), the Theodolite app, and canopy will be analyzed in year 4 and onward using i-Tree as well as any canopy information provided by USGS. GIS will be used to continually update Project maps and store data. The Theodolite app will be used to record photo points for all planting areas. The app includes a range of information on each photo, including coordinates and cardinal directions to ease the ongoing collection of survival data. TreeFolks will submit annual monitoring reports containing the required information using the template provided by City Forest Credits and in conformance with the attached CFC Planting Riparian Quantification and Monitoring Standards South Central document.

[Attachment – CFC Planting Riparian Quantification and Monitoring Standards South Central.pdf](#)

## **CARBON AND CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 12 and Appendix B)**

*Describe which quantification approach you anticipate using. When requesting credits after planting or in Years 4 or 6, attach one of the three documents below and provide the data you have collected for Project Trees.*

- 1) *Single Tree Quantification Tool*
- 2) *Canopy Quantification Tool*
- 3) *Riparian Quantification with CO2 calculated per acre*

*If your project is a riparian planting, provide the following:*

- *General location of plantings on a map*
- *Most common 4 or 5 species and numbers of trees to be planted*
- *Approximate number of trees per acre*
- *Total acreage planted*

### Canopy/Riparian

The approach for establishing carbon dioxide stored by tree canopy is outlined in a separate document prepared by Dr. Greg McPherson. Per the Riparian Quantification Approach, the CO2 Index is 106.7 t CO2 per acre of tree canopy. Therefore, this project is estimated to generate 9,167.66 credits. We request the issuance of 10% of the total (916 credits), less a 5% (45 credits) for the buffer pool upon successful third-party verification, for a total of 871 credits.

[Attachment – CFC Planting Riparian Quantification and Monitoring Standards South Central.pdf](#)

[Attachment – South Preservation CoBenefits 20191205.xls](#)

### *General Location of Plantings:*

Please see maps

### *Most Common Species:*

Pecan – *Carya illinoensis* – 7,215  
American Sycamore – *Platanus occidentalis* – 4,925  
Bald Cypress – *Taxodium distichum* – 3,565  
Honey Locust – *Gleditsia tiacanthos* – 3,060  
Mexican Buckeye – *Ungnadia speciosa* – 2,465

### *Total Trees Planted:*

47,279

### *Total Acreage Planted:*

85.92

### *Number of Trees per Acre*

550/acre

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree	Total Project Area
Percent (%)	90%	10%	100%	0%	100%
Area (sq miles)	0.121	0.013	0.134	0.000	0.13
Area (m2)	312,933	34,770	347,703	0	347,703
Area (acres)	77.328	8.59	85.92	0.00	85.92

Ecosystem Services	Resource Units Totals	Res Unit/Acre Tree Canopy	Total \$	\$/Acre Tree Canopy
Rain Interception (m3/yr)	13,356.1	155.4	\$34,933.95	\$ 406.59
CO2 Avoided (t, \$20/t/yr)	48.3	0.6	\$966.77	\$ 11.25
Air Quality (t/yr)				
O3	1.3742	0.0160	\$4,082.85	\$ 47.52
NOx	0.3484	0.0041	\$1,035.10	\$ 12.05
PM10	0.7755	0.0090	\$875.89	\$ 10.19
Net VOCs	-0.2091	-0.0024	-\$593.66	\$ (6.91)
Air Quality Total	2.2890	0.0266	\$5,400.17	\$62.85
Energy (kWh/yr & kBtu/yr)				
Cooling - Elec.	113,415	1,320	\$8,608.18	\$ 100.19
Heating - Nat. Gas	55,469	646	\$576.34	\$ 6.71
Energy Total (\$/yr)			\$9,184.52	\$106.90
Grand Total (\$/yr)			\$50,485.42	\$587.59

**ADDITIONAL INFORMATION (OPTIONAL)**

*Include additional noteworthy aspects of the project. Examples include collaborative partnerships, community engagement, or project investors.*

*Partnerships.* Strong partnerships with Travis County and City of Austin has meant regular and substantive support as we go about implementing the program. We have had the support of County and City administrations as we begin talks for program funding sustainability. The City of Austin’s Watershed Protection Department has been regularly available for technical assistance in addition to providing a

\$55,000 match. This initiative is funded in part by the Nature Conservancy in partnership with the Doris Duke Charitable Foundation.

*Outreach.* Initial outreach on behalf of the program was smooth. Data from Travis County Appraisal District was used to identify eligible parcels, with an initial batch of 119 parcels identified by our City of Austin partners as most desirable due to the lack of canopy cover along the riparian/floodplain area. From the Travis County 100-year floodplain database, 954 additional parcels were selected for their Farm and Ranch Improvement designation (as to avoid sending mailers to highly urban residential or commercial lots). Direct mailers were prepared for all 1,073 parcels and sent on 12/15/18.

Other outreach methods included active outreach to community groups including Wilbarger Creek Conservation Alliance, Pines and Prairies Land Trust, Austin-Bastrop River Corridor Partnership, Gilleland Creek Neighborhood Association, and the Colorado River Land Trust. “Campaign-style” highway signs were developed and deployed in areas near rural street intersections, and some were also given to program participants to advertise their participation and encourage neighbors to do the same. Finally, the program received press in the form of articles published in Texas Living Waters, Biophilic Cities, City Lab, and Pacific Standard.



## PERFORMANCE STANDARD BASELINE METHODOLOGY (APPENDIX D)

There is a second additionality methodology set out in the WRI GHG Protocol guidelines – the Performance Standard methodology. This Performance Standard essentially allows the project developer, or in our case, the developers of the protocol, to create a performance standard baseline using the data from similar activities over geographic and temporal ranges.

The common perception, particularly in the United States, is that projects must meet a project specific test. Project-specific additionality is easy to grasp conceptually. The 2014 Climate Action Reserve urban forest protocol essentially uses project-specific requirements and methods.

However, the WRI GHG Protocol clearly states that either a project-specific test or a performance standard baseline is acceptable.<sup>1</sup> One key reason for this is that regional or national data can give a more accurate picture of existing activity than a narrow focus on one project or organization.

Narrowing the lens of additionality to one project or one tree-planting entity can give excellent data on that project or entity, which data can also be compared to other projects or entities (common practice). But plucking one project or entity out of its regional or national context ignores all comparable regional or national data. And that regional or national data may give a more accurate standard than data from one project or entity.

By analogy: one pixel on a screen may be dark. If all you look at is the dark pixel, you see darkness. But the rest of screen may consist of white pixels and be white. Similarly, one active tree-planting organization does not mean its trees are additional on a regional basis. If the region is losing trees, the baseline of activity may be negative regardless of what one active project or entity is doing.

Here is the methodology described in the WRI GHG Protocol to determine a Performance Standard baseline, together with the application of each factor to urban forestry:

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<sup>1</sup> WRI GHG Protocol, Chapter 2.14 at 16 and Chapter 3.2 at 19.

**Table 2.1 Performance Standard Factors**

<b>WRI Perf. Standard Factor</b>	<b>As Applied to Urban Forestry</b>
Describe the project activity	Increase in urban trees
Identify the types of candidates	Cities and towns, quasi-governmental entities like utilities, watersheds, and educational institutions, and private property owners
Set the geographic scope (a national scope is explicitly approved as the starting point)	Could use national data for urban forestry, or regional data
Set the temporal scope (start with 5-7 years and justify longer or shorter)	Use 4-7 years for urban forestry
Identify a list of multiple baseline candidates	Many urban areas, which could be blended mathematically to produce a performance standard baseline

The Performance Standard methodology approves of the use of data from many different baseline candidates. In the case of urban forestry, those baseline candidates are other urban areas.<sup>2</sup>

As stated above, the project activity defined is obtaining an increase in urban trees. The best data to show the increase in urban trees via urban forest project activities is national or regional data on tree canopy in urban areas. National or regional data will give a more comprehensive picture of the relevant activity (increase in urban trees) than data from one city, in the same way that a satellite photo of a city shows a more accurate picture of tree canopy in a city than an aerial photo of one neighborhood. Tree canopy data measures the tree cover in urban areas, so it includes multiple baseline candidates such as city governments and private property owners. Tree canopy data, over time, would show the increase or decrease in tree cover.

*Data on Tree Canopy Change over Time in Urban Areas*

The CFC quantitative team determined that there were data on urban tree canopy cover with a temporal range of four to six years available from four geographic regions. The data are set forth below:

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<sup>2</sup> See Nowak, et al. "Tree and Impervious Cover Change in U.S. Cities," Urban Forestry and Urban Greening, 11 (2012), 21-30

**Table 2.2 Changes in Urban Tree Canopy (UTC) by Region (from Nowak and Greenfield, 2012, see footnote 7)**

City	Abs Change UTC (%)	Relative Change UTC (%)	Ann. Rate (ha UTC/yr)	Ann. Rate (m2 UTC/cap/yr)	Data Years
<b>EAST</b>					
Baltimore, MD	-1.9	-6.3	-100	-1.5	(2001–2005)
Boston, MA	-0.9	-3.2	-20	-0.3	(2003–2008)
New York, NY	-1.2	-5.5	-180	-0.2	(2004–2009)
Pittsburgh, PA	-0.3	-0.8	-10	-0.3	(2004–2008)
Syracuse, NY	1.0	4.0	10	0.7	(2003–2009)
Mean changes	-0.7	-2.4	-60.0	-0.3	
Std Error	0.5	1.9	35.4	0.3	
<b>SOUTH</b>					
Atlanta, GA	-1.8	-3.4	-150	-3.1	(2005–2009)
Houston, TX	-3.0	-9.8	-890	-4.3	(2004–2009)
Miami, FL	-1.7	-7.1	-30	-0.8	(2003–2009)
Nashville, TN	-1.2	-2.4	-300	-5.3	(2003–2008)
New Orleans, LA	-9.6	-29.2	-1120	-24.6	(2005–2009)
Mean changes	-3.5	-10.4	-160.0	-7.6	
Std Error	1.6	4.9	60.5	4.3	
<b>MIDWEST</b>					
Chicago, IL	-0.5	-2.7	-70	-0.2	(2005–2009)
Detroit, MI	-0.7	-3.0	-60	-0.7	(2005–2009)
Kansas City, MO	-1.2	-4.2	-160	-3.5	(2003–2009)
Minneapolis, MN	-1.1	-3.1	-30	-0.8	(2003–2008)
Mean changes	-0.9	-3.3	-80.0	-1.3	
Std Error	0.2	0.3	28.0	0.7	
<b>WEST</b>					
Albuquerque, NM	-2.7	-6.6	-420	-8.3	(2006–2009)
Denver, CO	-0.3	-3.1	-30	-0.5	(2005–2009)
Los Angeles, CA	-0.9	-4.2	-270	-0.7	(2005–2009)
Portland, OR	-0.6	-1.9	-50	-0.9	(2005–2009)
Spokane, WA	-0.6	-2.5	-20	-1.0	(2002–2007)
Tacoma, WA	-1.4	-5.8	-50	-2.6	(2001–2005)
Mean changes	-1.1	-4.0	-140.0	-2.3	
Std Error	0.4	0.8	67.8	1.2	

These data have been updated by Nowak and Greenfield.<sup>3</sup> The 2012 data show that urban tree canopy is experiencing negative growth in all four regions. The 2018 data document continued loss of urban tree cover. Table 3 of the 2018 article shows data for all states, with a national loss of urban and community tree cover of 175,000 acres per year during the study years of 2009-2014.

To put this loss in perspective, the total land area of urban and community tree cover loss during the study years totals 1,367 square miles – equal to the combined land area of New York City, Atlanta, Philadelphia, Miami, Boston, Cleveland, Pittsburgh, St. Louis, Portland, OR, San Francisco, Seattle, and Boise.

Even though there may be individual tree planting activities that increase the number of urban trees within small geographic locations, the performance of activities to increase tree cover shows a negative baseline. The Drafting Group did not use negative baselines for the Tree Planting Protocol, but determined to use baselines of zero.

Deployment of the Performance Standard baseline methodology for a City Forest Planting Protocol is supported by conclusions that make sense and are anchored in the real world:

- With the data showing that tree loss exceeds gains from planting, new plantings are justified as additional to that decreasing canopy baseline. In fact, the negative baseline would justify as additional any trees that are protected from removal.
- Because almost no urban trees are planted now with carbon as a decisive factor, urban tree planting done to sequester carbon is additional;
- Almost no urban trees are currently planted with a contractual commitment for monitoring. Maintenance of trees is universally an intention, one that is frequently reached when budgets are cut, as in the Covid-19 era. The 25-year commitment required by this Protocol is entirely additional to any practice in place in the U.S. and will result in substantial additional trees surviving to maturity;
- Because the urban forest is a public resource, and because public funding falls far short of maintaining tree cover and stocking, carbon revenues will result in additional trees planted or in maintenance that will result in additional trees surviving to maturity;
- Because virtually all new large-scale urban tree planting is conducted by governmental entities or non-profits, or by private property developers complying with governmental regulations (which would not be eligible for carbon credits under our protocol), and because any carbon revenues will defray only a portion of the costs of tree planting, there is little danger of unjust enrichment to developers of city forest carbon projects.

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<sup>3</sup> Nowak et al. 2018. “Declining Urban and Community Tree Cover in the United States,” *Urban Forestry and Urban Greening*, 32, 32-55

Last, The WRI GHG Protocol recognizes explicitly that the principles underlying carbon protocols need to be adapted to different types of projects. The WRI Protocol further approves of balancing the stringency of requirements with the need to encourage participation in desirable carbon projects:

*Setting the stringency of additionality rules involves a balancing act. Additionality criteria that are too lenient and grant recognition for “non-additional” GHG reductions will undermine the GHG program’s effectiveness. On the other hand, making the criteria for additionality too stringent could unnecessarily limit the number of recognized GHG reductions, in some cases excluding project activities that are truly additional and highly desirable. In practice, no approach to additionality can completely avoid these kinds of errors. Generally, reducing one type of error will result in an increase of the other. Ultimately, there is no technically correct level of stringency for additionality rules. GHG programs may decide based on their policy objectives that it is better to avoid one type of error than the other.<sup>4</sup>*

The policy considerations weigh heavily in favor of “highly desirable” planting projects to reverse tree loss for the public resource of city forests.

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<sup>4</sup> WRI GHG Protocol, Chapter 3.1 at 19.

# QUANTIFYING CARBON DIOXIDE STORAGE AND CO-BENEFITS FOR URBAN TREE PLANTING PROJECTS (Appendix B)

## Introduction

Ecoservices provided by trees to human beneficiaries are classified according to their spatial scale as global and local (Costanza 2008) (citations in Part 1 are listed in References at page 16). Removal of carbon dioxide (CO<sub>2</sub>) from the atmosphere by urban forests is global because the atmosphere is so well-mixed it does not matter where the trees are located. The effects of urban forests on building energy use is a local-scale service because it depends on the proximity of trees to buildings. To quantify these and other ecoservices City Forest Credits (CFC) has relied on peer-reviewed research that has combined measurements and modeling of urban tree biomass, and effects of trees on building energy use, rainfall interception, and air quality. CFC has used the most current science available on urban tree growth in its estimates of CO<sub>2</sub> storage (McPherson et al., 2016a). CFC's quantification tools provide estimates of co-benefits after 25 years in Resource Units (i.e., kWh of electricity saved) and dollars per year. Values for co-benefits are first-order approximations extracted from the i-Tree Streets (i-Tree Eco) datasets for each of the 16 U.S. reference cities/climate zones (<https://www.itreetools.org/tools/i-tree-eco>) (Maco and McPherson, 2003). Modeling approaches and error estimates associated with quantification of CO<sub>2</sub> storage and co-benefits have been documented in numerous publications (see References below) and are summarized here.

## Carbon Dioxide Storage

There are three different methods for quantifying carbon dioxide (CO<sub>2</sub>) storage in urban forest carbon projects:

- Single Tree Method - planted trees are scattered among many existing trees, as in street, yard, some parks, and school plantings, individual trees are tracked and randomly sampled
- Clustered Parks Planting Method - planted trees are relatively contiguous in park-like settings and change in canopy is tracked
- Canopy Method – trees are planted very close together, often but not required to be in riparian areas, significant mortality is expected, and change in canopy is tracked. The two main goals are to create a forest ecosystem and generate canopy
- Area Reforestation Method – large areas are planted to generate a forest ecosystem, for example converting from agriculture and in upland areas. This quantification method is under development

In all cases, the estimated amount of CO<sub>2</sub> stored 25-years after planting is calculated. The forecasted amount of CO<sub>2</sub> stored during this time is the value from which the Registry issues credits in the amounts of 10%, 40% and 30% at Years 1, 4, and 6 after planting, respectively. A 20% mortality deduction is applied before calculation of Year 1 Credits in the Single Tree and Clustered Parks Planting Methods. A 5% buffer pool deduction is applied in all three methods before calculation of any crediting, with these funds going into a program-wide pool to insure against catastrophic loss of trees. At the end of the project, in year 25, Operators will receive credits for all CO<sub>2</sub> stored, minus credits already issued.

In the Single Tree Method, the amount of CO<sub>2</sub> stored in project trees 25-years after planting is calculated as the product of tree numbers and the 25-year CO<sub>2</sub> index (kg/tree) for each tree-type (e.g., Broadleaf Deciduous Large = BDL). The Registry requires the user to apply a 20% tree mortality deduction before

calculation of Year 1 Credits. Year 4 and Year 6 Credits depend on sampling and mortality data. A 5% buffer pool deduction is applied as well before calculation at any stage.

In the Clustered Parks Planting Method, the amount of CO<sub>2</sub> stored after 25-years by planted project trees is based on the anticipated amount of tree canopy area (TC). Because different tree-types store different amounts of CO<sub>2</sub> based on their size and wood density, TC is weighted based on species mix. The estimated amount of TC area occupied by each tree-type is the product of the total TC and each tree-type's percentage TC. This calculation distributes the TC area among tree-types based on the percentage of trees planted and each tree-type's crown projection area. Subsequent calculations reduce the amount of CO<sub>2</sub> estimated to be stored after 25 years based on the 20% anticipated mortality rate and the 5% buffer pool deduction.

In the Canopy Method, the forecasted amount of CO<sub>2</sub> stored at 25-years is the product of the amount of TC and the CO<sub>2</sub> Index (CI, t CO<sub>2</sub> per acre). This approach recognizes that forest dynamics for riparian projects are different than for park projects. In many cases, native species are planted close together and early competition results in high mortality and rapid canopy closure. Unlike urban park plantings, substantial amounts of carbon can be stored in the riparian understory vegetation and forest floor. To provide an accurate and complete accounting, we use the USDA Forest Service General Technical Report NE-343, with biometric data for 51 forest ecosystems derived from U.S. Forest Inventory and Assessment plots (Smith et al., 2006). The tables provide carbon stored per hectare for each of six carbon pools as a function of stand age. We use values for 25-year old stands that account for carbon in down dead wood and forest floor material, as well as the understory vegetation and soil. If local plot data are provided, values for live wood, dead standing and dead down wood are adjusted following guidance in GTR NE-343. More information on methods used to prepare the tables and make adjustments can be found in Smith et al., 2006. See Attachment A at the end of this Appendix for more information on the Canopy Method.

#### Source Materials for Single Tree Method and Clustered Parks Planting Methods

Estimates of stored (amount accumulated over many years) and sequestered CO<sub>2</sub> (i.e., net amount stored by tree growth over one year) are based on the U.S. Forest Service's recently published technical manual and the extensive Urban Tree Database (UTD), which catalogs urban trees with their projected growth tailored to specific geographic regions (McPherson et al. 2016a, b). The products are a culmination of 14 years of work, analyzing more than 14,000 trees across the United States. Whereas prior growth models typically featured only a few species specific to a given city or region, the newly released database features 171 distinct species across 16 U.S. climate zones. The trees studied also spanned a range of ages with data collected from a consistent set of measurements. Advances in statistical modeling have given the projected growth dimensions a level of accuracy never before seen. Moving beyond just calculating a tree's diameter or age to determine expected growth, the research incorporates 365 sets of tree growth equations to project growth.

Users select their climate zone from the 16 U.S. climate zones (Fig. 1). Calculations of CO<sub>2</sub> stored are for a representative species for each tree-type that was one of the predominant street tree species per reference city (Peper et al., 2001). The "Reference city" refers to the city selected for intensive study within each climate zone (McPherson, 2010). About 20 of the most abundant species were selected for sampling in each reference city. The sample was stratified into nine diameter at breast height (DBH) classes (0 to 7.6, 7.6 to 15.2, 15.2 to 30.5, 30.5 to 45.7, 45.7 to 61.0, 61.0 to 76.2, 76.2 to 91.4, 91.4 to 106.7, and >106.7 cm). Typically 10 to 15 trees per DBH class were randomly chosen. Data were

collected for 16 to 74 trees in total from each species. Measurements included: species name, age, DBH [to the nearest 0.1 cm (0.39 in)], tree height [to the nearest 0.5 m (1.64 ft.)], crown height [to the nearest 0.5 m (1.64 ft.)], and crown diameter in two directions [parallel and perpendicular to nearest street to the nearest 0.5 m (1.64 ft.)]. Tree age was determined from local residents, the city's urban forester, street and home construction dates, historical planting records, and aerial and historical photos.

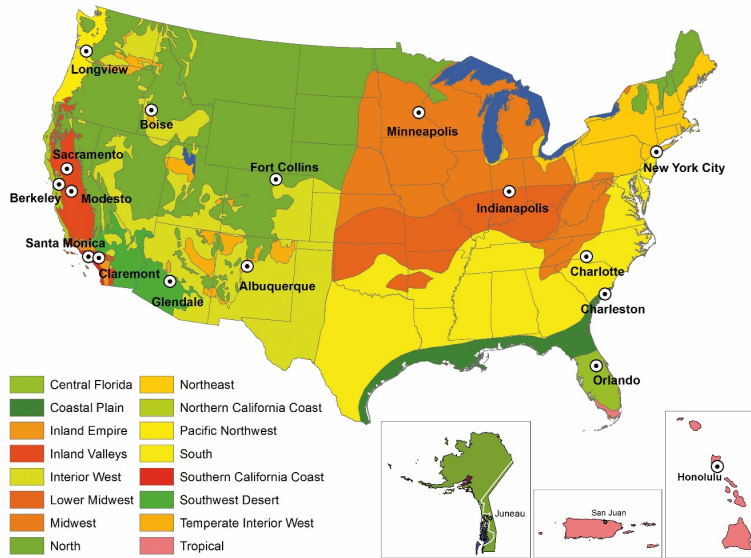


Fig. 1. Climate zones of the United States and Puerto Rico were aggregated from 45 Sunset climate zones into 16 zones. Each zone has a reference city where tree data were collected. Sacramento, California was added as a second reference city (with Modesto) to the Inland Valleys zone. Zones for Alaska, Puerto Rico and Hawaii are shown in the insets (map courtesy of Pacific Southwest Research Station).

Species Assignment by Tree-Type

Representative species for each tree-type in the South climate zone (reference city is Charlotte, NC) are shown in Table 1. They were chosen because extensive measurements were taken on them to generate growth equations, and their mature size and form was deemed typical of other trees in that tree-type. Representative species were not available for some tree-types because none were measured. In that case, a species of similar mature size and form from the same climate zone was selected, or one from another climate zone was selected. For example, no Broadleaf Evergreen Large (BEL) species was measured in the South reference city. Because of its large mature size, *Quercus nigra* was selected to represent the BEL tree-type, although it is deciduous for a short time. *Pinus contorta*, which was measured in the PNW climate zone, was selected for the CES tree-type, because no CES species was measured in the South.



Table 1. Nine tree-types and abbreviations. Representative species assigned to each tree-type in the South climate zone are listed. The biomass equations (species, urban general broadleaf [UGB], urban general conifer [UGC]) and dry weight density (kg/m<sup>3</sup>) used to calculate biomass are listed for each tree-type.

Tree-Type	Tree-Type Abbreviation	Species Assigned	DW Density	Biomass Equations
Brdlf Decid Large (>50 ft)	BDL	<i>Quercus phellos</i>	600	<i>Quercus macrocarpa</i> <sup>1</sup> .
Brdlf Decid Med (30-50 ft)	BDM	<i>Pyrus calleryana</i>	600	UGB <sup>2</sup> .
Brdlf Decid Small (<30 ft)	BDS	<i>Cornus florida</i>	545	UGB <sup>2</sup> .
Brdlf Evgrn Large (>50 ft)	BEL	<i>Quercus nigra</i>	797	UGB <sup>2</sup> .
Brdlf Evgrn Med (30-50 ft)	BEM	<i>Magnolia grandiflora</i>	523	UGB <sup>2</sup> .
Brdlf Evgrn Small (<30 ft)	BES	<i>Ilex opaca</i>	580	UGB <sup>2</sup> .
Conif Evgrn Large (>50 ft)	CEL	<i>Pinus taeda</i>	389	UGC <sup>2</sup> .
Conif Evgrn Med (30-50 ft)	CEM	<i>Juniperus virginiana</i>	393	UGC <sup>2</sup> .
Conif Evgrn Small (<30 ft)	CES	<i>Pinus contorta</i>	397	UGC <sup>2</sup> .
<sup>1</sup> from Lefsky, M., & McHale, M., 2008.				
<sup>2</sup> from Aguaron, E., & McPherson, E. G., 2012				

#### Calculating Biomass and Carbon Dioxide Stored

To estimate CO<sub>2</sub> stored, the biomass for each tree-type was calculated using urban-based allometric equations because open-growing city trees partition carbon differently than forest trees (McPherson et al., 2017a). Input variables included climate zone, species, and DBH. To project tree size at 25-years after planting, we used DBH obtained from UTD growth curves for each representative species.

Biomass equations were compiled for 26 open-grown urban trees species from literature sources (Aguaron and McPherson, 2012). General equations (Urban Gen Broadleaf and Urban Gen Conifer) were developed from the 26 urban-based equations that were species specific (McPherson et al., 2016a). These equations were used if the species of interest could not be matched taxonomically or through wood form to one of the urban species with a biomass equation. Hence, urban general equations were an alternative to applying species-specific equations because many species did not have an equation.

These allometric equations yielded aboveground wood volume. Species-specific dry weight (DW) density factors (Table 1) were used to convert green volume into dry weight (7a). The urban general equations required looking up a dry weight density factor (in Jenkins et al. 2004 first, but if not available then the Global Wood Density Database). The amount of belowground biomass in roots of urban trees is not well researched. This work assumed that root biomass was 28% of total tree biomass (Cairns et al., 1997; Husch et al., 2003; Wenger, 1984). Wood volume (dry weight) was converted to C by multiplying by the constant 0.50 (Leith, 1975), and C was converted to CO<sub>2</sub> by multiplying by 3.667.

#### Error Estimates and Limitations

The lack of biometric data from the field remains a serious limitation to our ability to calibrate biomass equations and assign error estimates for urban trees. Differences between modeled and actual tree growth adds uncertainty to CO<sub>2</sub> sequestration estimates. Species assignment errors result from matching species planted with the tree-type used for biomass and growth calculations. The magnitude

of this error depends on the goodness of fit in terms of matching size and growth rate. In previous urban studies the prediction bias for estimates of CO<sub>2</sub> storage ranged from -9% to +15%, with inaccuracies as much as 51% RMSE (Timilsina et al., 2014). Hence, a conservative estimate of error of ± 20% can be applied to estimates of total CO<sub>2</sub> stored as an indicator of precision.

It should be noted that estimates of CO<sub>2</sub> stored using the Tree Canopy Approach have several limitations that may reduce their accuracy. They rely on allometric relationships for open-growing trees, so storage estimates may not be as accurate when trees are closely spaced. Also, they assume that the distribution of tree canopy cover among tree-types remains constant, when in fact mortality may afflict certain species more than others. For these reasons, periodic “truing-up” of estimates by field sampling is suggested.

#### Co-Benefit: Energy Savings

Trees and forests can offer energy savings in two important ways. In warmer climates or hotter months, trees can reduce air conditioning bills by keeping buildings cooler through reducing regional air temperatures and offering shade. In colder climates or cooler months, trees can confer savings on the fuel needed to heat buildings by reducing the amount of cold winds that can strip away heat.

Energy conservation by trees is important because building energy use is a major contributor to greenhouse gas emissions. Oil or gas furnaces and most forms of electricity generation produce CO<sub>2</sub> and other pollutants as by-products. Reducing the amount of energy consumed by buildings in urban areas is one of the most effective methods of combatting climate change. Energy consumption is also a costly burden on many low-income families, especially during mid-summer or mid-winter. Furthermore, electricity consumption during mid-summer can sometimes over-extend local power grids leading to rolling brownouts and other problems.

Energy savings are calculated through numerical models and simulations built from observational data on proximity of trees to buildings, tree shapes, tree sizes, building age classes, and meteorological data from McPherson et al. (2017) and McPherson and Simpson (2003). The main parameters affecting the overall amount of energy savings are crown shape, building proximity, azimuth, local climate, and season. Shading effects are based on the distribution of street trees with respect to buildings recorded from aerial photographs for each reference city ([McPherson and Simpson, 2003](#)). If a sampled tree was located within 18 m of a conditioned building, information on its distance and compass bearing relative to a building, building age class (which influences energy use) and types of heating and cooling equipment were collected and used as inputs to calculate effects of shade on annual heating and cooling energy effects. Because these distributions were unique to each city, energy values are considered first-order approximations.

In addition to localized shade effects, which were assumed to accrue only to trees within 18 m of a building, lowered air temperatures and windspeeds from increased neighborhood tree cover (referred to as climate effects) can produce a net decrease in demand for winter heating and summer cooling (reduced wind speeds by themselves may increase or decrease cooling demand, depending on the circumstances). Climate effects on energy use, air temperature, and wind speed, as a function of neighborhood canopy cover, were estimated from published values for each reference city. The percentages of canopy cover increase were calculated for 20-year-old large, medium, and small trees, based on their crown projection areas and effective lot size (actual lot size plus a portion of adjacent street and other rights-of-way) of 10,000 ft<sup>2</sup> (929 m<sup>2</sup>), and one tree on average was assumed per lot.

Climate effects were estimated by simulating effects of wind and air-temperature reductions on building energy use.

In the case of urban Tree Preservation Projects, trees may not be close enough to buildings to provide shading effects, but they may influence neighborhood climate. Because these effects are highly site-specific, we conservatively apply an 80% reduction to the energy effects of trees for Preservation Projects.

Energy savings are calculated as a real-dollar amount. This is calculated by applying overall reductions in oil and gas usage or electricity usage to the regional cost of oil and gas or electricity for residential customers. Colder regions tend to see larger savings in heating and warmer regions tend to see larger savings in cooling.

#### Error Estimates and Limitations

Formulaic errors occur in modeling of energy effects. For example, relations between different levels of tree canopy cover and summertime air temperatures are not well-researched. Another source of error stems from differences between the airport climate data (i.e., Los Angeles International Airport) used to model energy effects and the actual climate of the study area (i.e., Los Angeles urban area). Because of the uncertainty associated with modeling effects of trees on building energy use, energy estimates may be accurate within  $\pm 25$  percent ([Hildebrandt & Sarkovich, 1998](#)).

#### Co-Benefit: CO<sub>2</sub> Avoided

Energy savings result in reduced emissions of CO<sub>2</sub> and criteria air pollutants (volatile organic hydrocarbons [VOCs], NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>) from power plants and space-heating equipment. Cooling savings reduce emissions from power plants that produce electricity, the amount depending on the fuel mix. Electricity emissions reductions were based on the fuel mixes and emission factors for each utility in the 16 reference cities/climate zones across the U.S. The dollar values of electrical energy and natural gas were based on retail residential electricity and natural gas prices obtained from each utility. Utility-specific emission factors, fuel prices and other data are available in the Community Tree Guides for each region ([https://www.fs.fed.us/psw/topics/urban\\_forestry/products/tree\\_guides.shtml](https://www.fs.fed.us/psw/topics/urban_forestry/products/tree_guides.shtml)). To convert the amount of CO<sub>2</sub> avoided to a dollar amount in the spreadsheet tools, City Forest Credits uses the price of \$20 per metric ton of CO<sub>2</sub>.

#### Error Estimates and Limitations

Estimates of avoided CO<sub>2</sub> emissions have the same uncertainties that are associated with modeling effects of trees on building energy use. Also, utility-specific emission factors are changing as many utilities incorporate renewable fuels sources into their portfolios. Values reported in CFC tools may overestimate actual benefits in areas where emission factors have become lower.

#### Co-Benefit: Rainfall Interception

Forest canopies normally intercept 10-40% of rainfall before it hits the ground, thereby reducing stormwater runoff. The large amount of water that a tree crown can capture during a rainfall event makes tree planting a best management practice for urban stormwater control.

City Forest Credits uses a numerical interception model to calculate the amount of annual rainfall intercepted by trees, as well as throughfall and stem flow ([Xiao et al., 2000](#)). This model uses species-specific leaf surface areas and other parameters from the Urban Tree Database. For example, deciduous

trees in climate zones with longer “in-leaf” seasons will tend to intercept more rainfall than similar species in colder areas shorter foliage periods. Model results were compared to observed patterns of rainfall interception and found to be accurate. This method quantifies only the amount of rainfall intercepted by the tree crown, and does not incorporate surface and subsurface effects on overland flow.

The rainfall interception benefit was priced by estimating costs of controlling stormwater runoff. Water quality and/or flood control costs were calculated per unit volume of runoff controlled and this price was multiplied by the amount of rainfall intercepted annually.

#### Error Estimates and Limitations

Estimates of rainfall interception are sensitive to uncertainties regarding rainfall patterns, tree leaf area and surface storage capacities. Rainfall amount, intensity and duration can vary considerably within a climate zone, a factor not considered by the model. Although tree leaf area estimates were derived from extensive measurements on over 14,000 street trees across the U.S. ([McPherson et al., 2016a](#)), actual leaf area may differ because of differences in tree health and management. Leaf surface storage capacity, the depth of water that foliage can capture, was recently found to vary threefold among 20 tree species ([Xiao & McPherson, 2016](#)). A shortcoming is that this model used the same value (1 mm) for all species. Given these limitations, interception estimates may have uncertainty as great as  $\pm 20$  percent.

#### Co-Benefit: Air Quality

The uptake of air pollutants by urban forests can lower concentrations and affect human health ([Derksen et al., 2015](#); [Nowak et al., 2014](#)). However, pollutant concentrations can be increased if the tree canopy restricts polluted air from mixing with the surrounding atmosphere ([Vos et al., 2013](#)). Urban forests are capable of improving air quality by lowering pollutant concentrations enough to significantly affect human health. Generally, trees are able to reduce ozone, nitric oxides, and particulate matter. Some trees can reduce net volatile organic compounds (VOCs), but others can increase them through natural processes. Regardless of the net VOC production, urban forests usually confer a net positive benefit to air quality. Urban forests reduce pollutants through dry deposition on surfaces and uptake of pollutants into leaf stomata.

A numerical model calculated hourly pollutant dry deposition per tree at the regional scale using deposition velocities, hourly meteorological data and pollutant concentrations from local monitoring stations ([Scott et al., 1998](#)). The monetary value of tree effects on air quality reflects the value that society places on clean air, as indicated by willingness to pay for pollutant reductions. The monetary value of air quality effects were derived from models that calculated the marginal damage control costs of different pollutants to meet air quality standards (Wang and Santini 1995). Higher costs were associated with higher pollutant concentrations and larger populations exposed to these contaminants.

#### Error Estimates and Limitations

Pollutant deposition estimates are sensitive to uncertainties associated with canopy resistance, resuspension rates and the spatial distribution of air pollutants and trees. For example, deposition to urban forests during warm periods may be underestimated if the stomata of well-watered trees remain open. In the model, hourly meteorological data from a single station for each climate zone may not be spatially representative of conditions in local atmospheric surface layers. Estimates of air pollutant uptake may be accurate within  $\pm 25$  percent.

## Conclusions

Our estimates of carbon dioxide storage and co-benefits reflect an incomplete understanding of the processes by which ecoservices are generated and valued (Schulp et al., 2014). Our choice of co-benefits to quantify was limited to those for which numerical models were available. There are many important benefits produced by trees that are not quantified and monetized. These include effects of urban forests on local economies, wildlife, biodiversity and human health and well-being. For instance, effects of urban trees on increased property values have proven to be substantial (Anderson & Cordell, 1988). Previous analyses modeled these “other” benefits of trees by applying the contribution to residential sales prices of a large front yard tree (0.88%) (McPherson et al., 2005). We have not incorporated this benefit because property values are highly variable. It is likely that co-benefits reported here are conservative estimates of the actual ecoservices resulting from local tree planting projects.

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**AGREEMENT AND DECLARATION OF COVENANTS**

THIS "Agreement" is made this 13<sup>th</sup> day of January 2020, by Pipe Dream, LLC, a Texas limited liability company, having an address at 11318 Jones Road, Manor, Travis County, Texas 78653, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, with an address of P. O. Box 1395, Del Valle, Texas 78617, hereinafter sometimes referred to as "TreeFolks." Landowner and TreeFolks are sometimes referred to herein collectively as "Parties" and individually as "Party".

**RECITALS**

A. Landowner is the owner of a tract of land consisting of five (5) acres, more or less, out of that certain 244.437 acre parcel of land located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, which five +/- acres is depicted on Exhibit "B" and hereafter referred to as the "Property."

B. Landowner desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem.

C. TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the five-acre Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years.

D. In consideration for the trees, planting services and consultation provided by TreeFolks, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive an interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, or any other issuer of such carbon credits ("Carbon Credits"), which are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held and occupied subject to the terms of this Agreement, and Landowner hereby further declares that Landowner's interest in and rights to any and all Carbon Credits associated with this Property are and shall be transferred, sold and conveyed to TreeFolks, all subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of the recording of this Agreement in the Official Public Records of Travis County and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the recording date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such Parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, Landowner shall compensate TreeFolks in an amount not to exceed \$150 per acre of land, or a pro rata share of that amount for any discrete portion of land, where trees are cut, harvested, or damaged or where the Tree Project cannot continue.



2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" and depicted on Exhibit "B" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property. Landowner is not responsible for affirmatively caring for the trees planted by TreeFolks.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all Carbon Credits that may be issued by City Forest Credits or any other issuer of such Carbon Credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such Carbon Credits and then re-sell the Carbon Credits to the City of Austin or other buyer of such Carbon Credits for funds that will be paid to TreeFolks in return for the sale of the Carbon Credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as TreeFolks, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall take effect when it is recorded in the Official Public Record of Travis County, Texas, and shall run with the land until the twenty-fifth anniversary of the date of the recording of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and TreeFolks, or their successors in interest.

6. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

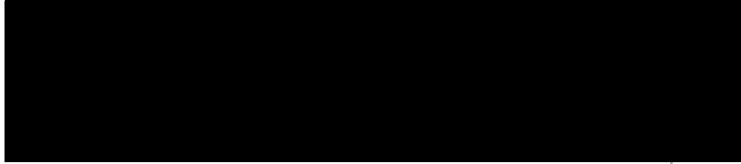
7. Nothing herein shall be construed to entitle any Party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either Party is in default of this Agreement, the other Party may notify the defaulting Party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting Party may cancel this Agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting Party.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.

Signed by the Parties:

**Landowner:** Pipe Dream, LLC, a Texas limited liability company

By:  
Signature:  
Printed Name:



**TreeFolks:** TreeFolks, Inc.

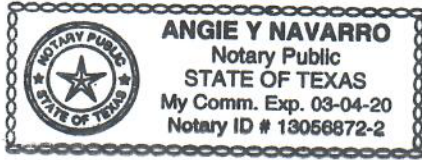
By: [Signature]  
Tom Spencer, Executive Director

ANDREW SMILEY

**ACKNOWLEDGMENTS**

This instrument was acknowledged before me on this 13<sup>th</sup> day of January, 2020, by Anne Brockenbrough in her capacity as Manager of Pipe Dream, LLC, a Texas limited liability company, on behalf of such Company.

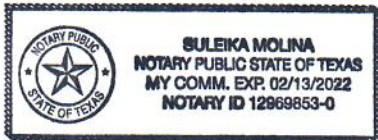
[SEAL]



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January 2020, by ~~Tom~~ Spencer, in his capacity as Executive Director of TreeFolks, Inc.

ANDREW SMILEY  
[SEAL]



[Signature]  
Notary Public, State of Texas

**EXHIBIT "A"**

**A five (5) +/- acre portion of the  
following 244.437 acre property**

**PROFESSIONAL  
LAND SURVEYORS**

1515 Chestnut Street (512) 303-0954  
Bastrop, Texas 78602 Fax: (512) 332-0961

**LEGAL DESCRIPTION**

**244.437 ACRES OF LAND OUT OF THE AMOS ALEXANDER SURVEY NO. 22, ABSTRACT NO. 1 IN TRAVIS COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 671.170 ACRES TO ROBERT GILFILLAN AND JACKI NELL GILFILLAN BY DEED RECORDED IN DOCUMENT NO. 2003230144, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, REGISTERED PROFESSIONAL LAND SURVEYOR DURING FEBRUARY, 2008:**

BEGINNING at an iron rod found for the southwest corner hereof, the common west corner of said Gilfillan tract and that tract conveyed as 108.71 acres to James Eachus and Maureen Eachus by deed recorded in Volume 8327, Page 714, Real Property Records of Travis County and a point on the east line of Jones Road;

THENCE N 29°12'36" E, 2101.96 feet to an iron rod found and N 29°59'15" E, (bearing basis for this survey per said Document No. 2003230144) pass at 431.91 feet the south corner at the west termination of a 1.732 acre 30' Access Easement out of said 671.170 acres of record in Document No. 2005230431 of said Official Public Records, continue for a total of 462.04 feet along the east line of said Jones Road to an iron rod found for the northwest corner hereof and the southwest corner of that tract out of said 671.170 acres conveyed as 41.294 acres to Rocember Galvan and Lydia Galvan by deed recorded in Document No. 2004033752 of said Official Public Records, same being the north corner at the west termination of said Easement;

THENCE the following four (4) courses over and across said 671.170 acres common line hereof and of said 41.294 acres and the south line of that tract conveyed as 28.567 acres to Homer Owens and Michella Owens by deed recorded in Document No. 2005230429 of said Official Public Records, same being the north line of said Easement;

- 1) S 54°43'56" E, (bearing basis for this survey per said Document No. 2003230144) 986.60 feet to an iron rod found;
- 2) S 85°27'53" E, 671.67 feet to an iron rod found;
- 3) S 58°42'55" E, 797.27 feet to an iron rod found for the common south corner of said 41.294 acres and;
- 4) S 61°41'45" E, pass at 60.00 feet the north corner at the east termination of said Easement, continue for a total of 2311.95 feet to an iron rod found for the northeast corner hereof, a point on the south line of said 28.567 acres and the northwest corner of that tract conveyed as 98.286 acres to the City of Manor by deed recorded in Document No. 2006208605 of said Official Public Records;

THENCE the following seven (7) courses over and across said 671.170 acres along the common line hereof and of said 98.286 acres:

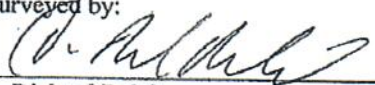
- 1) S 64°04'40" W, crossing Wilbarger Creek at approximately 20 to 45 feet, continue for a total of 693.24 feet to an iron rod found;
- 2) S 43°59'55" W, 754.37 feet to an iron rod found;
- 3) S 54°27'46" W, 454.89 feet to an iron rod found;
- 4) S 25°40'30" E, 92.15 feet to an iron rod found;
- 5) S 25°47'36" E, 294.58 feet to an iron rod found;
- 6) S 27°54'25" W, 313.53 feet to an iron rod found;
- 7) S 62°47'34" W, 56.32 feet to an iron rod found for the southeast corner hereof and the common west corner of said 98.286 acres and that tract conveyed as 80.000 acres to David F. Letourneau and Sara M. Letourneau by deed recorded in Document No. 2004104515 of said Official Public Records;

**Exhibit "A" Continued: legal description of five acres out of 244.437 acres**

THENCE the following twenty five (25) courses over and across said 671.170 acres along the common line hereof and of said 80.000 acres and the common line of said 671.170 acres and said 108.71 acres:

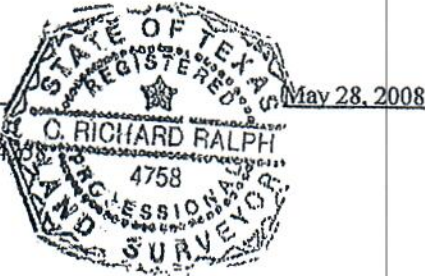
- 1) S 67°53'14" W, 218.65 feet to an iron rod found;
- 2) S 80°58'38" W, 304.83 feet to an iron rod found;
- 3) N 76°39'38" W, 199.35 feet to an iron rod found;
- 4) N 07°40'21" E, cross said Wilbarger Creek at approximately 15 to 40 feet, continue for a total of 56.19 feet to an iron rod found;
  
- 5) N 67°09'43" W, 272.57 feet to an iron rod found;
- 6) N 59°51'10" W, 250.43 feet to an iron rod found;
- 7) N 88°36'17" W, 239.97 feet to an iron rod found;
- 8) N 57°57'58" W, 329.56 feet to an iron rod found;
- 9) N 54°31'48" W, 146.10 feet to an iron rod found for the northwest corner of said 80.000 acres and a point on the east line of said 108.71 acres;
- 10) N 30°53'23" E, 52.86 feet to an iron rod found;
- 11) N 23°11'18" E, 153.18 feet to an iron rod found;
- 12) N 29°13'23" E, 188.52 feet to an iron rod found for the northeast corner of said 108.71 acres;
- 13) N 58°31'09" W, 62.98 feet to an iron rod found;
- 14) N 69°35'24" W, 322.76 feet to an iron rod found;
- 15) N 66°35'24" W, 101.36 feet to an iron rod found;
- 16) N 71°39'24" W, 254.40 feet to an iron rod found;
- 17) N 70°56'24" W, 101.10 feet to an iron rod found;
- 18) N 70°51'24" W, 223.71 feet to an iron rod found;
- 19) N 69°38'24" W, 166.88 feet to an iron rod found;
- 20) N 70°09'24" W, 336.00 feet to an iron rod found;
- 21) N 70°06'24" W, 268.71 feet to an iron rod found;
- 22) N 70°11'24" W, 128.79 feet to an iron rod found;
- 23) N 64°27'24" W, 65.39 feet to an iron rod found;
- 24) N 71°44'24" W, 135.65 feet to an iron rod found;
- 25) N 70°28'24" W, 269.39 feet to the POINT OF BEGINNING, containing 244.437 acres of land, more or less, with 1.732 acres contained within said 30' Access Easement and shown on the survey plat prepared herewith.

Surveyed by:



C. Richard Ralph  
Registered Professional Land Surveyor No. 4758

Project No. 20282441

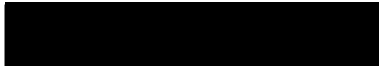


**Exhibit "A" Continued: legal description of five acres out of 244.437 acres**

Out of the above defined 244.437 acre parcel of land, that certain five (5) acre, more or less, tract is more specifically defined by the following GPS points:

Anywhere in this description and depiction where a geographical location is delineated or escribed by use of latitude and longitude coordinates, the Parties agree that the coordinates are accurate. However, when attempting to locate coordinate locations in the field by use of a Global Positioning System (GPS) receiver, the Parties agree that an error of several feet is possible. When there is a necessity of making a determination of a location on the Property or in a dispute about a location, the Parties agree that the GPS data given from a GPS receiver will be used and that the error factor will be construed in favor of the Landowner.

**EXHIBIT "B"**  
**Depiction of the Property**



-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)



Acres	Trees
28.44	15500
0.98	562
5.06	2841



FID	PROP_ID	Upland_ac	Upland_tr	Shape_Leng
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*Ret.*

TREEFOLKS INC  
P O BOX 1395  
DEL VALLE, TX 78617

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



**2020028993**

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

**Dana DeBeauvoir, County Clerk  
Travis County, Texas**

**Feb 24, 2020 10:35 AM**

**Fee: \$90.00**

**RENTERIAKI**

## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 27 day of October 2019, by [REDACTED] hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 20 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$150 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

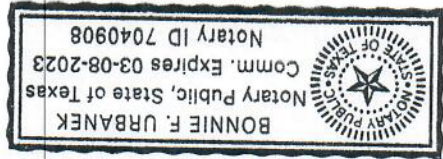
Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s): [Redacted]  
Printed Name: [Redacted]

[Redacted]

Grantee: Treefolks, Inc.

By: [Signature]  
ANDREW SMILEY, Executive Director



ACKNOWLEDGMENTS

[Redacted] acknowledged before me on this 28th day of October, 2019, by \_\_\_\_\_.

[Signature]  
Notary Public, State of TEXAS

~~This instrument was acknowledged before me on this 28th day of October, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of TreeFolks.~~

Notary Public, State of \_\_\_\_\_

This instrument was acknowledged before me on this 15 day of January, <sup>2020</sup>2019, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.  
Andrew Smiley

[Signature]  
Notary Public, State of Texas

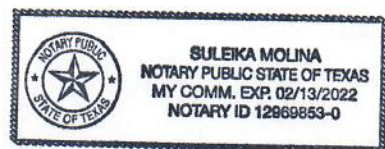


EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 190622

Legal Description: LOT 1 BRAMBLETT'S BRAMBLES SUBD (1-D-1W)

Geographic ID: 0202700115

Type: Real

Location Address: 7313 BURLESON MANOR RD TX 78653

Neighborhood: Land Region 405

Owner Name: [REDACTED]

Owner ID: 176533

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 1.0000 Acres; WILDLIFE: 18.9920



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Wetland Plants (Carbon)
-  Planting Area Suitable for Upland Plants (Carbon)



Acres	Trees
0.6	325
0.3	163
0.3	162





## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 8th day of October, 2019, by [REDACTED] hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 210 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$150 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

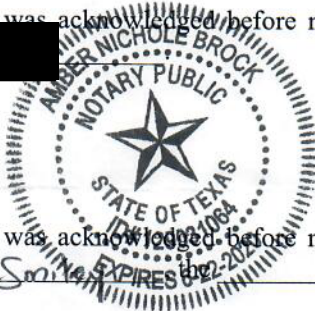
6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signed \_\_\_\_\_ first stated above.  
Grantor: \_\_\_\_\_  
Signature(s): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Grantee: Treefolks, Inc.

By: Andrew Smiley  
ANDREW SMILEY, Executive Director

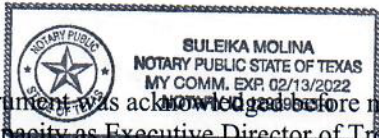
ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 8th day of October, 2019, by \_\_\_\_\_



Amber Nichole Brock  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January, ~~2019~~ 2020, by Andrew Smiley of TreeFolks.



Suleika Molina  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January, ~~2019~~ 2020, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.

Andrew Smiley

Suleika Molina  
Notary Public, State of Texas

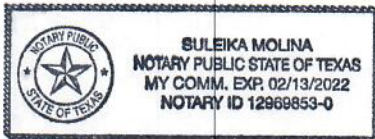


EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 737243

Legal Description: LOT 79 BLK E BRIARCREEK SUBD SEC 5 (COMMON AREA, DRAINAGE & SLOPE EASEMENT)

Geographic ID: 0227720124

Type: Real

Location Address: 18452 GREAT FALLS DR TX 78653

Neighborhood: BRIARCREEK

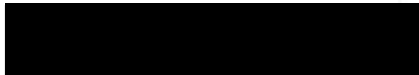
Owner Name: [REDACTED]

Owner ID: 499160




Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 210.5230 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)



Acres	Trees
21	11445
3.02	1648





5

**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT is made this 7<sup>th</sup> day of OCTOBER 2019, by [redacted] hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of \_\_\_\_\_ acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$150 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

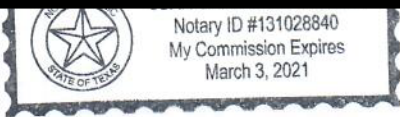
Signed by the parties to be effective as of the date first stated

Grantor:  
Signature(s):  
Printed Name:

Grantee: Treefolks, Inc.  
By: [Signature]  
ANDREW SMILEY, Executive Director

ACKNOWLEDGMENTS

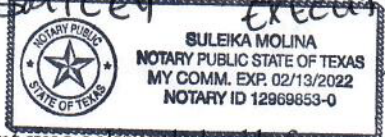
[Redacted] and before me on this 7<sup>th</sup> day of October, 2019, by



[Signature]  
Notary Public, State of Texas

50 This instrument was acknowledged before me on this 7<sup>th</sup> day of October, 2019, by [Redacted], the [Redacted] of TreeFolks.

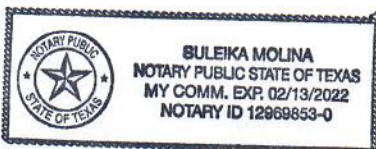
ANDREW SMILEY EXECUTIVE DIRECTOR



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January, 2020, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc

Andrew Smiley



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 431135

Legal Description: ABS 24 DELVALLE S ACR 14.213

Geographic ID: 0439080810

Type: Real

Location Address: 8600 GRELLE LN TX 78747

Neighborhood: Land Region 420

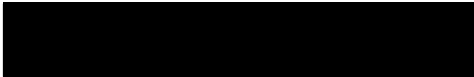
Owner Name: [REDACTED]

Owner ID: 1431636



Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 14.2130 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)



Acres	Trees
0.38	208
0.17	93
0.21	158





*Ret*

TREEFOLKS INC  
P O BOX 1395  
DEL VALLE, TX 78617

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



**2020028981**

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

**Dana DeBeauvoir, County Clerk  
Travis County, Texas**

**Feb 24, 2020 10:35 AM**

**Fee: \$42.00**

**RENTERIAKI**

**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this <sup>10<sup>th</sup></sup> ~~7<sup>th</sup>~~ day of September 2019, by \_\_\_\_\_, hereinafter called "Grantor," and accepted by TreeFolks Inc., a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 51 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks, desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

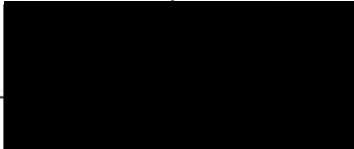
6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:

Signature(s):

Printed Name:



9/10/19

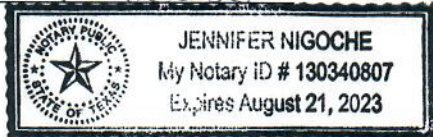
Grantee:

Treefolks, Inc.

By:

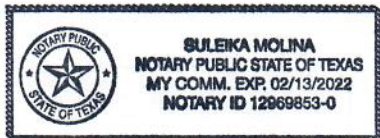
*[Signature]*  
Tom Spencer, Executive Director  
ANDREW SMILEY

This instrument was acknowledged before me on this 10<sup>th</sup> day of September, 2019, by Texas Driver's license.



*[Signature]*  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January, <sup>2020 sm</sup> ~~2019~~, by Andrew W Smiley sm Texas Driver license.



*[Signature]*  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15 day of January, <sup>2020</sup> ~~2019~~, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.  
Andrew Smiley



*[Signature]*  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 573253

Legal Description: ABS 18 NAVARRO J A ACR 52.6400 [1-D-1W]

Geographic ID: 0323600434

Type: Real

Location: GRANNY DR TX 78617

Neighborhood: GACRE

Owner Name: [REDACTED]

Owner ID: 1428225

Mailing Address [REDACTED]




% Ownership: 100.0000000000%

Type: Wildlife: 51.6400 Acres; Land: 1 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Wetland Plants (Carbon)

Acres	Trees
5.76	3142
5.78	3148



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 3rd day of Sept., 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 94.35 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

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4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their

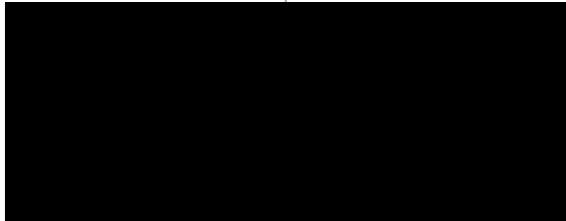
successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

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Signed by the parties to be effective as of the date first stated above.

Grantor:



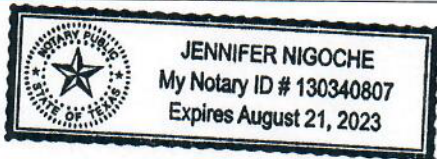
Grantee:

ANDREW SMILEY for TREE FOLKS  
Name

[Signature]  
Signature

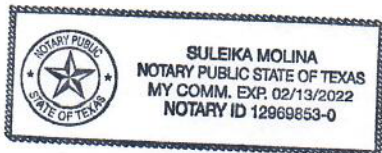
ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 3rd day of September, 2019, by Driver License.



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15th day of JANUARY, ~~2019~~ <sup>2020</sup>, by ANDREW U. SMILEY, the EXECUTIVE DIRECTOR of TreeFolks.



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 237039

Legal Description: ABS 345 SUR 53 HINES W ACR 94.356 (1-D-1W)

Geographic ID: 0234900317

Type: Real

Location: 16901 ALBERT VOELKER RD BLDG2 TX 78621

Neighborhood: Land Region 307

Owner Name: [REDACTED]

Owner ID: 1751473

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: Wildlife 65.000 Acres; Land 29.3560 Acres



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 3rd day of Sept., 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 94.35 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

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WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their

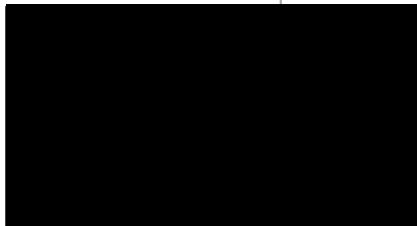
successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:



Grantee:

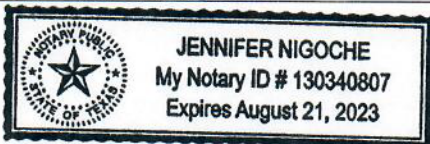
TREE FOLKS, by Andrew SMILEY  
Name

[Handwritten Signature]  
Signature

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 3<sup>rd</sup> day of September, 2019, by

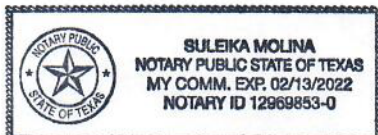
Driver License



[Handwritten Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15<sup>th</sup> day of JAN, 2020, 2019, by

ANDREW SMILEY, the EXECUTIVE DIRECTOR of TreeFolks.



[Handwritten Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 237039

Legal Description: ABS 345 SUR 53 HINES W ACR 94.356 (1-D-1W)

Geographic ID: 0234900317

Type: Real

Location: 16901 ALBERT VOELKER RD BLDG2 TX 78621

Neighborhood: Land Region 307

Owner Name: [REDACTED]

Owner ID: 1751473

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: Wildlife 65.000 Acres; Land 29.3560 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- FEMA 100yr Floodplain
- Total Planting Area (Fullest Allowed)
- Planting Area Suitable for Upland Plants (Carbon)
- Planting Area Suitable for Wetland Plants (Carbon)

Acres	Trees
2.77	1508
1.94	1059
0.83	450



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 19 day of September, 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks Inc., a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 11 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks, desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s):  
Printed Name: [Redacted]

9/19/19

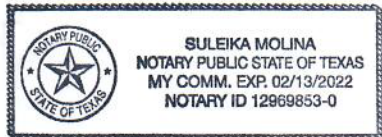
Grantee: TreeFolks, Inc.  
By: [Signature]  
Andrew Smiley, Executive Director

This instrument was acknowledged before me on this 19<sup>th</sup> day of September, 2019, by Driver's License.



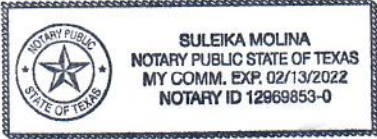
[Signature]  
Notary Public, State of TEXAS

This instrument was acknowledged before me on this 15<sup>th</sup> day of JANUARY, 2020, by Driver License.



[Signature]  
Notary Public, State of Texas

~~This instrument was acknowledged before me on this 15<sup>th</sup> day of JANUARY, 2020, by Tom Speneer, in his capacity as Executive Director of TreeFolks, Inc.  
Andrew Smiley~~



~~[Signature]  
Notary Public, State of Texas~~

AWS  
1/15/2020

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 300662

Legal Description: ABS 369 SUR 507 HOSKINS J ACR 11.00

Geographic ID: 0356110147

Type: Real

Location Address: 10701 F M RD 1625 TX 78747

Neighborhood CD: Land Region 420MH

Owner Name: [REDACTED]

Owner ID: 1353457

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 11.0000 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)

Acres	Trees
1.65	901
0.59	322
1.06	579





## AGREEMENT AND LICENSE AGREEMENT

It is made this 23<sup>rd</sup> day of October 2019, by [REDACTED] hereinafter called "Grantor," and accepted by TreeFolks, Inc., a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owners association that administers the Chambord Condominiums located on a tract of land consisting of 13.8 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years as described in Exhibit "B" attached hereto, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks as outlined in Exhibit "B".

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant

to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s):  
Printed Name:

[Redacted]

[Redacted]

Grantee: Treefolks, Inc.

By: \_\_\_\_\_  
Tom Spencer, Executive Director

ANDREW SMILEY

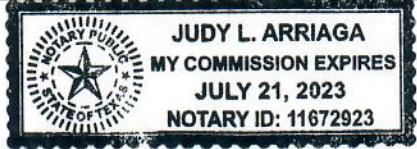
This instrument was acknowledged before me on this 23<sup>rd</sup> day of October, 2019, by [Redacted]

Judy L. Arriaga  
Notary Public, State of TX



This instrument was acknowledged before me on this 23<sup>rd</sup> day of October, 2019, by [Redacted]

Judy L. Arriaga  
Notary Public, State of Texas



This instrument was acknowledged before me on this 15 day of January, <sup>2020</sup>2019, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.

Andrew Smiley

Suleika Molina  
Notary Public, State of Texas



EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 551196

Legal Description: CHAMBORD CONDOMINIUMS Geographic ID: 0307110677

Zoning: MF2

Type: Real

Location Address: 1601 FARO DR TX 78741

Neighborhood: CHAMBORD CONDOMINIUMS

Owner Name: Null

Owner ID: Null

Mailing Address: 

% Ownership: 100.0000000000%




Type: LAND: 13.8 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Acres	Trees
0.71	386
0.71	386

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 10<sup>th</sup> day of September, 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks Inc., a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 100 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks, desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.
2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.
3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.
4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s):  
Printed Name:



September 10, 2019

Grantee: Treefolks, Inc.

By: [Signature]  
Tom Spencer, Executive Director  
ANDREW SMILEY

This instrument was acknowledged before me on this 10<sup>th</sup> day of September, 2019, by Driver



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15<sup>th</sup> day of JANUARY ~~2019~~ <sup>2020</sup>, by Drive License



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15<sup>th</sup> day of January ~~2019~~ <sup>2020</sup>, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.  
Andrew Smiley



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 724522

Legal Description: ABS 1 SUR 22 ALEXANDER A ACR 100.8910 (1-D-1W)

Geographic ID: 0226900320

Type: Real

Location Address: BITTING SCHOOL RD TX 78653

Neighborhood: Land Region 307

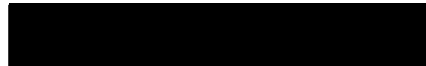
Owner Name: [REDACTED]

Owner ID: 214250

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: WILDLIFE: 100.8910 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)

Acres	Trees
15.77	8594
9.26	5048
6.51	3546





**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT is made this 21 day of OCT, 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 12.49 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$150 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

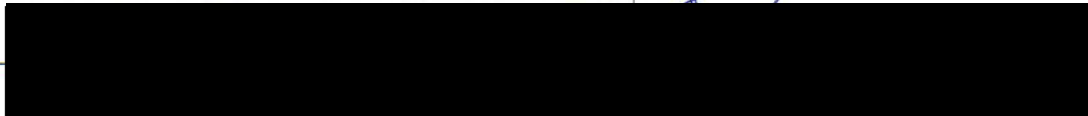
4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s):  
Printed Name:



Grantee: Treefolks, Inc.

By: [Signature]  
ANDREW SMILEY, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 21 day of October, 2019, by Mayra McAlister



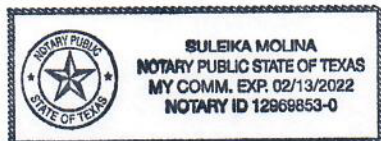
[Signature]  
Notary Public, State of TX.

This instrument was acknowledged before me on this ~~15<sup>th</sup>~~ day of ~~JANUARY~~, 2019, by ANDREW SMILEY, the ~~EXECUTIVE~~ DIRECTOR of TreeFolks.

Notary Public, State of \_\_\_\_\_

This instrument was acknowledged before me on this 15 day of January, ~~2019~~ <sup>2020</sup>, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.

Andrew Smiley



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 248182

Legal Description: ABS 456 SUR 64 KIMBRO L ACR 12.49 (1-d-1B)

Geographic ID: 0242900302

Type: Real

Location Address: 15811 GIESE LN TX 78653

Neighborhood: Land Region 320

Owner Name [REDACTED]

Owner ID: 1585766

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 1.0000 Acres; NATIVE PASTURE: 11.4900



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)



Acres	Trees
0.73	396
0.64	346
0.09	50



# Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered in to this 17 day of OCTOBER 2019 (the "Effective Date") by [REDACTED] (the "Landowner") and TreeFolks, a Texas non-profit organization ("TreeFolks") whose mission is to plant trees in central Texas and who has undertaken a tree-planting project ("Tree Project") on the Property of Landowner (the "Property").

## 1. Purpose and Intent

TreeFolks and Landowner desire to help TreeFolks fund this Tree Project by allowing TreeFolks to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Tree Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

## 2. Rights Granted

Landowner grants TreeFolks the title and rights to any and all Carbon+ Credits developed from the Tree Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

## 3. Subject Lands

The Property specified in Exhibit A.

## 4. Obligations of TreeFolks

TreeFolks will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Project.

## 5. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

## 6. TreeFolks Representations

TreeFolks represents that it has the capacities necessary to execute its obligations under this agreement.

## 7. Term of Agreement and Option to Renew

This Agreement shall remain in force for 25 years after the Effective Date of the Agreement.

8. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

9. Parties

TreeFolks		Landowner	
By:	TREE FOLKS	By:	
Name:	ANDREW SAULEY	Name:	[REDACTED]
Title:	EXECUTIVE DIRECTOR	Title:	LANDOWNER
Date:	11/15/2020	Date:	10-17-19
Address:	2080X 1385 78625	Address:	[REDACTED]
Phone:	512-443-5323	Phone:	[REDACTED]
Fax:		Fax:	
Email:	andrew@treefolks.org	Email:	[REDACTED]
Signature:	<i>[Signature]</i>	Signature:	[REDACTED]
Date:	11/15/2020	Date:	10-17-19

TEXAS NOTARIAL CERTIFICATE (JURAT)

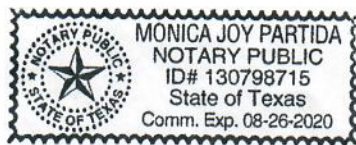
State of Texas

County of TRAVIS

Sworn to and subscribed before me on the 17 day of October, 2019, by [Name of Principal Signer].



(seal)



*[Signature]*  
Notary Public Signature

JURAT

State of Texas  
County of Travis

Sworn to and subscribed before me on the 15 day of  
January, 2020, by Andrew Smiley

Suleika Molina  
Notary Public's Signature

(Personalized Seal)

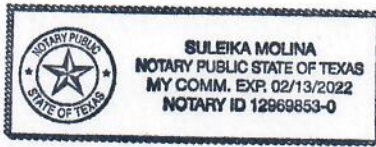


EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 259145

Legal Description: ABS 315 SUR 63 GATES G ACR 9.9626 [1-D-1]

Geographic ID: 0251700405

Type: Real

Location Address: 15405 N F M RD 973 TX 78653

Neighborhood: LAND REGION 312

Owner Name: [REDACTED]

Owner ID: 233461

Mailing Address: [REDACTED]




% Ownership: 100.0000000000%

Type: LAND: 1.0000 Acres; IMPROVED PASTURE 8.9626





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)



Acres	Trees
0.93	509
0.93	509



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 30 day of September 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks Inc., a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 10 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks, desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signature \_\_\_\_\_ st stated above.

Grantor:  
Signature(s):  
Printed Name



30 SEPT 2019

Grantee: TreeFolks, Inc

By: [Signature]  
Tom Spencer, Executive Director  
ANDREW SAILEY

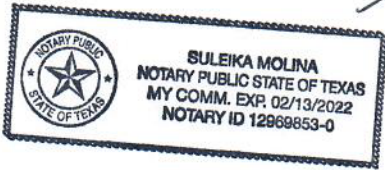
This instrument was acknowledged before me on this 30<sup>th</sup> day of September, 2019, by Driver License.

[Signature]  
Notary Public, State of Texas



This instrument was acknowledged before me on this 15 day of January, 2019, by TX Driver License.

[Signature]  
Notary Public, State of Texas



This instrument was acknowledged before me on this 15 day of January, ~~2019~~ <sup>2020</sup>, by ~~Tom~~ Spencer, in his capacity as Executive Director of TreeFolks, Inc.

ANDREW SAILEY

[Signature]  
Notary Public, State of Texas



EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 300101

Legal Description: LOT 11 THOROUGHbred ESTATES PHS (1-D-1)

Geographic ID: 0348210214

Type: Real

Location Address: 12014 MOORE RD TX 78719

Neighborhood: Land Region 415

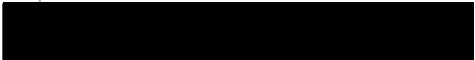
Owner Name: [REDACTED]

Owner ID: 1423074

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: IMPROVED PASTRURE: 9.0000 Acres; LAND: 1.0000 Acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area for Reforestation Only (No Carbon)



Acres	Trees
0.25	134
0.17	95
0.07	39



## AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT AND DECLARATION OF COVENANTS is made this 30th day of August, 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 84.7 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, these covenants, conditions, and restrictions are to run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe said restrictions as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their

successors and assigns, shall have the right to enforce said covenants, conditions, and restrictions, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions, without any showing of special damages.

5. These covenants, conditions, and restrictions are to run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time they shall be automatically terminated. These covenants may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. In the event of damage to the trees caused by wrongful acts of third persons, Grantor agrees, upon request by Grantee, to assign its right to action to Grantee, to join in any suit, or to appoint Grantee its attorney in fact for the purposes of pursuing enforcement action, all at the election of Grantee.

Signed by the parties to be effective as of the date first stated above.

Grantor:



Grantee:

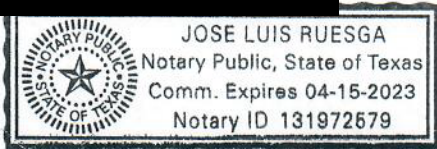
TreeFolks, Inc.

By: Executive Director

Name Tom Spencer

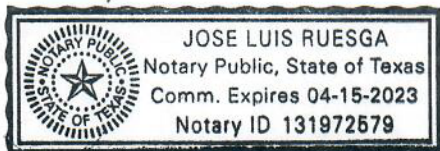
ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 30th day of August, 2019, by



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on this 30th day of August, 2019, by Tom Spencer, the Exec. Director of TreeFolks.



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 300907

Legal Description: ABS 2104 SUR 3 HARRISON P C ACR 96.5744 (1-D-1)

Geographic ID: 0356310301

Type: Real

Location Address: HOKANSON RD TX 78617

Neighborhood: Land Region 415

Owner Name: [REDACTED]

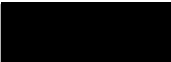
Owner ID: 1738117

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: Dry Cropland: 84.6744 Acres; Native Pasture: 11.900 Acres





-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Wetland Plants (Carbon)
-  Planting Area Suitable for Upland Plants (Carbon)



Acres	Trees
4.43	2412
3.62	1973
0.44	242



AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT was made this 21 day of October, 2019, by [REDACTED], hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 24 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$150 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

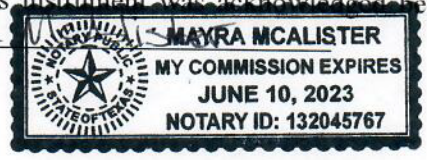
5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

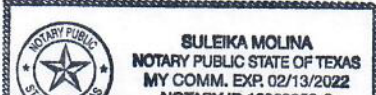
6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signature(s) \_\_\_\_\_ date first stated above, \_\_\_\_\_  
Grantor: \_\_\_\_\_  
Signature(s) \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Grantee: Treefolks, Inc.

By: Andrew Smiley  
ANDREW SMILEY, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 21 day of October, 2019, by Mayra McAlister  
  
Mayra McAlister  
Notary Public, State of Texas

This instrument was acknowledged before me on this 15<sup>th</sup> day of JANUARY, ~~2019~~ <sup>2020</sup>, by Andrew Smiley, the Executive Director of TreeFolks.  
  
Suleika Molina  
Notary Public, State of Texas

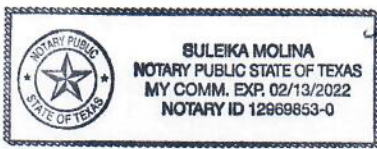
This instrument was acknowledged before me on this 15 day of January, ~~2019~~ <sup>2020</sup>, by Tom Spencer, in his capacity as Executive Director of TreeFolks, Inc.  
Andrew Smiley  
  
Suleika Molina  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 500931

Legal Description: LOT 8 TRAILRIDERS SUBD [1-D-1]

Geographic ID: 0242900327

Type: Real

Location Address: 22412 TRAILRIDERS CV TX 78621

Neighborhood: Land Region 320

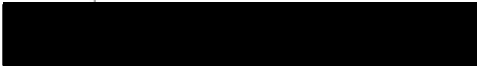
Owner Name: [REDACTED]

Owner ID: 470649

Mailing Address: [REDACTED]

% Ownership: 100.0000000000%

Type: LAND: 3.0000 Acres; IMPROVED PASTURE: 20.9810



-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants (Carbon)
-  Planting Area Suitable for Wetland Plants (Carbon)

0 85 170 Meters

Acres	Trees
3.63	1979
2.04	1111
1.59	868



**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
TREEFOLKS, INC.  
FOR  
TRAVIS COUNTY FLOODPLAIN REFORESTATION PILOT PROGRAM SUPPORT**

**CT 6300 20020400322**

This Contract is made by and between the City of Austin (“City”), a home-rule municipality incorporated by the State of Texas, and TreeFolks, Inc. (“Contractor”), having offices at P.O. Box 704, Austin TX 78767-0704.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City’s Contract Manager will be responsible for exercising general oversight of the Contractor’s activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City’s interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City’s Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.
- 1.4 **Designation of Key Personnel.** The Contractor’s Contract Manager for this engagement shall be Andrew Smiley, Phone: (512) 443-5323, Email Address: [andrew@treefolks.org](mailto:andrew@treefolks.org). The City’s Contract Manager for the engagement shall be Ana Gonzalez, Phone: (512) 974-2929, Email Address: [ana.gonzalez@austintexas.gov](mailto:ana.gonzalez@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

- 2.1 **Contractor’s Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor’s Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:
  - 2.2.1 Seedling/Sapling planting of a minimum of fifteen (15) acres of a City of Austin parcel with a minimum of 545 saplings per acre.
    - 2.2.1.1 Project to be completed by 3/31/2020
    - 2.2.1.2 Create report including photos of planted area and arrange site visit with City of Austin designated representative.
  - 2.2.2 Prepare NCS Acceleration Grant Report identifying mechanisms for long term continuity of the program.
    - 2.2.2.1 Report to be completed by 5/31/2020

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$55,0000.00 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor’s name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor’s registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor’s invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767-1088

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City’s receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.3.3.4 damage to the property of the City or the City’s agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 3.3.3.5 reasonable evidence that the Contractor’s obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- 3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Retainage.** The City reserves the right to withhold a ten (10) percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.6.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.6.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.7 **Final Payment and Close-Out.**

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

4.2 **Right to Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to



perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

- 4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the “Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor’s Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City’s reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the “City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors” and remove the Contractor from the City’s vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor’s default, including, without limitation, cost of cover, reasonable attorneys’ fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

- 5.1 **Insurance:** The following insurance requirements apply.

### 5.1.1 **General Requirements.**

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

- 5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

- 5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
  - 5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
  - 5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
  - 5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
  - 5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
  - 5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
  - 5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- 5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - 5.1.2.1.2 Contractor/Subcontracted Work.
  - 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
  - 5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
  - 5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
  - 5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- 5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:
- 5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
  - 5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
  - 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- 5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.
  - 5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.
  - 5.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- 5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

- 5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.5.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.6 **Texas Public Information Act.**

5.7.1 All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7.2 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**SECTION 6. WARRANTIES**

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

- 6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## SECTION 7. MISCELLANEOUS

- 7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.
- 7.2 **Workforce.**
- 7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- 7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
- 7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and
- 7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- 7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:
- 7.4.1 disposal of major assets;
- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- 7.4.3 any significant termination or addition of provider contracts;

- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Financial Disclosures and Assurances.** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

7.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.8 **Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.8.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD-PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Paul Trimble, Contract Administrator

P. O. Box 1088

Austin, TX 78767

To the Contractor:

TreeFolks, Inc.

ATTN: Andrew Smiley, Contract Manager

P.O. Box 704

Austin, TX 78767-0704



- 7.11 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 **Dispute Resolution.**

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

### 7.23 **Subcontractors.**

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Jurisdiction and Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

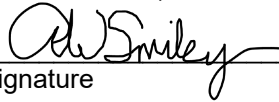
7.27 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**TREEFOLKS, INC.**


  
\_\_\_\_\_  
Signature

Andrew W. Smiley  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

March 16, 2020  
\_\_\_\_\_  
Date

**CITY OF AUSTIN**

  
\_\_\_\_\_  
Signature

Matthew Duree  
\_\_\_\_\_  
Printed Name

Procurement Manager  
\_\_\_\_\_  
Title

3/23/20  
\_\_\_\_\_  
Date

**List of Exhibits**

- Exhibit A      Scope of Work
- Exhibit B      Non Discrimination Certification, Section 0800
- Exhibit C      Non-Suspension or Debarment Certification, Section 0805
- Exhibit D      Non-Resident Bidder Provisions, Section 0835



# Exhibit A

## Scope of Work

### Co-Sponsorship Agreement between Tree Folks and the City of Austin Watershed Protection Department for Travis County Floodplain Reforestation Pilot Program Support

#### 1.0 Background

The City of Austin Watershed Protection Department (COA WPD) recently assessed the creeks and riparian corridors within the Blackland Prairie ecoregion. It found that diverse wooded corridors along these creeks are relatively rare. Large sections of riparian corridors lack tree cover, and many areas with tree cover have low tree species diversity when compared to creeks in the urban area. Blackland Prairie creeks are highly erodible and likely to be severely impacted by the projected changes in rainfall patterns for the near future. Reforesting these riparian zones will support more resilient creeks in the face of the anticipated stressors of urbanization and climate change.

Robust and diverse riparian buffers are critical for downstream water quality, water quantity, and quality of wildlife habitat in an urbanizing setting. Furthermore, wooded riparian areas help mitigate the urban heat island by creating corridors with higher evapotranspiration and thus air cooling. Eastern Travis County is one of the fastest urbanizing places in the United States. Just outside of Austin, TX, the Blackland Prairie ecoregion was once prairie land mixed with riparian forestland. Through over a century of agricultural use, riparian forests have been stripped from more than 700 streamside miles, resulting in degraded banks, lower water availability, warmer water, depleted oxygen levels, and degraded wildlife habitat.

Tree Folks has been awarded with an NCS Acceleration Grant to pilot the floodplain reforestation program to also help generate local carbon credits to support the City of Austin zero carbon goals.

#### 2.0 Program Objective

In coordination with Travis County, the City of Austin Parks & Recreation Department, and various community service and volunteer organizations, the objectives of the Travis County Floodplain Reforestation Program are to:

- Improve water quality (in-stream shade, overland flow filtration/infiltration, aquatic habitat complexity) by improving Austin's Creekside environment
- Enhance erosion protection provided by root systems of woody species
- Improve tree canopy and diversity in riparian areas
- Support existing efforts by the Office of Sustainability to foster a local carbon offset market
- Restore forest connectivity along creeks as potential greenbelts

To achieve program success:

- Ana Gonzalez, Program Coordinator for COA WPD, will assist with program development and service project logistics and support for two (2) hours each week.
- WPD will contribute \$55,000 to Tree Folks for programming and staff support
- Tree Folks shall provide reforestation services for 2 public parcels (15 acres minimum total reforested)
- Tree Folks shall conduct site consultations for landowners on 30 private parcels that result in a minimum of 15 parcels receiving reforestation services, all of which will support forested

floodplain connectivity. With 50,000 trees, TreeFolks can provide reforestation services on a total of 92 acres (2019-2020 season)

### 3.0 **Tasks/Requirements**

#### 3.1 **Contractor's Responsibilities**

Tree Folks shall

- 3.1.1 Provide one full-time staff member to be dedicated to this program
- 3.1.2 Coordinate with stakeholder groups
- 3.1.3 Provide their own tools, supplies and resources for the project
- 3.1.4 Identify project sites
- 3.1.5 Coordinate reforestation events for volunteers
- 3.1.6 Track program performance measures and program budget
- 3.1.7 Manage outreach and communication with stakeholders and landowners
- 3.1.8 Develop legal documentation for carbon credits
- 3.1.9 Procure and deliver trees
- 3.1.10 Coordinate and procure tree planting services for large-scale parcels
- 3.1.11 Conduct site consultations for landowners
- 3.1.12 Conduct sapling plantings in participating private parcels
- 3.1.13 Conduct sapling plantings in 2 public parcels (one COA with a minimum of 15 acres)
- 3.1.14 Prepare NCS Acceleration Grant report with strategy for long term continuity for floodplain reforestation program

#### 3.2 **City's Responsibilities**

The City will

- 3.2.1 Provide technical assistance on species selection and site conditions
- 3.2.2 Assist in identifying potential projects and activities
- 3.2.3 Provide funding in the amount of \$55,000 to Tree Folks for this Co-Sponsorship Agreement
- 3.2.4 Coordinate and attend meetings between Tree Folks, the City and stakeholders
- 3.2.5 Coordinate WPD staffing needs for reforestation events involving volunteers
- 3.2.6 Assist with coordination of projects as needed



4.0 **Deliverables/Milestones**

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Planting of COA parcel	Seedling planting of a min of 15 acres in COA parcel with a minimum of 545 saplings per acre	<b>3/31/2020</b>	Report with photos of planted area. Site visit with COA staff to verify	<b>3.1.13</b>
Report	Report identifying mechanisms for long term continuity of the program	<b>5/31/2020</b>	Turned in by due date	<b>3.1.14</b>

# Exhibit B

## City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas  
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

### City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

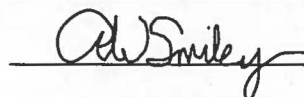
**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of December, 2019

CONTRACTOR  
Authorized  
Signature

TreeFolks, Inc.



Title

Andrew W. Smiley, Interim Executive Director

# Exhibit C

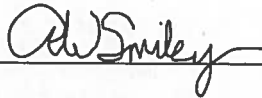
**City of Austin, Texas  
NON-SUSPENSION OR DEBARMENT CERTIFICATION  
SOLICITATION NO.**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: TreeFolks, Inc.

Signature of Officer  
or Authorized  
Representative:



Date: 12/16/2019

Printed Name:

Andrew W. Smiley

Title

Interim Executive Director



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2020

**AGENDA LANGUAGE:** Consider and take appropriate action regarding approval of a License Agreement with TreeFolks (an Urban Forestry non-profit), granting permission to plant trees in floodplain areas of Travis County Parks and approval of Agreement to Transfer Potential Credits from Travis County to TreeFolks.

**Prepared By:** Dan Pacatte, Park Forester      **Phone #:** (512) 854-7678

**Department Head:** Cynthia C. McDonald, County Executive - TNR

**Sponsoring Court Member:** Commissioner Travillion, Precinct One

**Press Inquiries:** Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

## **BACKGROUND/SUMMARY OF REQUEST:**

In the summer of 2018, TreeFolks, an Urban Forestry non-profit, contacted Travis County regarding a partnership to plant trees on Travis County-owned floodplain areas as part of a grant they received from The Nature Conservancy. The program's focus is to reforest riparian areas subject to erosion on blackland prairie sites in eastern Travis County. TreeFolks would plant trees on private and public properties at no cost to the landowners. Landowners agree to not cut the trees for 27 years. The additional Agreement to Transfer Potential Credits allows TreeFolks to claim potential carbon credits that the tree plantings might generate. TreeFolks entered into a similar partnership with the City of Austin on flood buyout properties along Onion Creek. Parks staff agreed to survey potential sites and proposed several sites along Gilleland and Wilbarger Creeks. In the summer of 2019, TreeFolks and Travis County Parks agreed on a tract of land along Wilbarger Creek to be planted by a tree-planting contractor.

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of the License Agreement and Agreement to Transfer Potential Credits.

## **ISSUES AND OPPORTUNITIES:**

TreeFolks will monitor the tree planting site through aerial photos, tracking increases in tree canopy cover. Travis County Parks agrees to not disturb the site, but cannot guarantee tree survival, due to issues of drought, flood or fire. The goal of tree planting is to increase tree canopy cover, minimize soil erosion, and improve water quality on Wilbarger Creek watershed, which flows into the Colorado River.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

## **ATTACHMENTS/EXHIBITS:**

License Agreement, Agreement to Transfer Potential Credits, TreeFolks' Travis County Floodplain Reforestation Program Flyer

## **REQUIRED AUTHORIZATIONS:**

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Isabelle Lopez	Financial Manager, Sr.	TNR	(512) 854-7675
Charles Bergh	Parks Director	TNR	(512) 854-9408

## **CC:**

Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682
Robert Armistead	Parks Assistant Director	TNR	(512) 854-9831
Glen Gillman	Park Land Manager	TNR	(512) 854-1271

**DGP:CCM:kg**

## LICENSE AGREEMENT

TreeFolks, Inc., a Texas nonprofit organization

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This License Agreement (this “Agreement”) is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”) and TreeFolks, Inc., a Texas nonprofit corporation (“TreeFolks” or “Licensee”).

### WITNESSETH

WHEREAS, Travis County Parks Division (“Parks Division”) wishes to allow TreeFolks to plant trees at the County-owned property known as the Owens Tract/Willbarger Creek (“Owens Tract” or the “Site”); and

WHEREAS, Licensee has received a grant from the Nature Conservancy to plant trees (“Grant Recipient Work”), and the County desires to allow Licensee use of the Site for such purpose;

WHEREAS, Licensee has arranged for Superior Forestry Service, Inc., an Arkansas for profit corporation, to perform the Grant Recipient Work (“Service Provider”); and

WHEREAS, the Grant Recipient Work shall be completed at a time mutually agreeable to the County and TreeFolk (the “Tree Planting Event”).

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed, covenant and agree to and with each other as follows:

### **I. GRANT OF LICENSE**

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors, Service Provider, and suppliers, to enter the Site in connection with the Tree Planting Event (the "License"). Approved areas at the Site for the Tree Planting Event include those roadways, trails, and areas, together with their associated rights-of-way, hereto and made a part hereof for all purposes.

12 TreeFolks agrees to provide the Grant Recipient Work at no cost to the County. TreeFolks agrees that it shall use only the grant from The Nature Conservancy’s Natural Climate Solutions Accelerator Grant, funded in part by the Doris Duke Charitable Foundation (“Grant”), a true and correct copy of which is attached as **Exhibit A**, to pay for the Grant Recipient Work.

13 TreeFolk shall coordinate with the Parks Division (“Parks Coordinator”) of the County’s Transportation and Natural Resources (“TNR”).

14 TreeFolks agrees that the Grant Recipient Work will be limited to only that work as stated in the Statement of Work, dated December 18, 2019, and as submitted to the Parks Division, (“Statement of Work”), a true and correct copy of which is attached as **Exhibit B**. The area where the trees will be planted as part of the Tree Planting Event is depicted in the map attached as **Exhibit C**.

15 TreeFolks agrees that all Grant Recipient Work and work detailed in the Statement of Work shall be approved by the Parks Coordinator before the Service Provider performs such work at the Site.

15 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Site under this Agreement, including, without limitation, protecting such persons from injury or death and protecting the County's property and the property of such persons from loss or damage.

16 TreeFolks shall ensure that the Service Provider is properly licensed and insured to perform the Grant Recipient Work.

## **II. SERVICE PROVIDER**

2.1 TreeFolks designates the under-signed person to serve as the primary point of contact and who will be responsible for coordination of the Grant Recipient Work overseen by TreeFolks and performed by the Service Provider.

2.2 TreeFolks shall ensure that the Service Provider prepares a safety plan (“Safety Plan”). Such Safety Plan must be approved by the Parks Coordinator prior to commencement of the Grant Recipient Work. Licensee agrees that it is solely responsible for ensuring compliance with the Safety Plan.

## **III. TERM OF LICENSE**

3.1 The License is granted for such time to begin after the Effective Date of this Agreement, as defined below, and end no later than March 30, 2020 to complete the Grant Recipient Work (the “License Term”). Licensee acknowledges and agrees that such dates are subject to postponement and/ or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## **IV. CONTROL OF TRAVIS COUNTY**

4.1 Licensee and its agents, including the Service Provider, shall at all times obey the direction and commands of the County Executive - TNR, or his or

her designees, including the Director of the Parks Division, the Parks Coordinator, and any and all Travis County Park Rangers, while in the County Park.

4.2 Any disregard of the directions, restrictions, rules, or regulations referenced in this section shall be grounds for immediate revocation of the License by the County Executive - TNR, the Director of the Parks Division, the Parks Coordinator, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

**V. USE AND REPAIRS**

5.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the Site caused by Licensee.

**VI. INDEMNIFICATION**

61 **LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE OR ITS AGENTS, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

62 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit D** and made a part hereof.

63 TreeFolks shall furnish to the County proof of insurance for the Service Provider. Such insurance shall include proof of automobile insurance and general liability insurance. If the Service Provider has an employee provide the Grant Recipient work, the Service Provider shall provide proof of workers' compensation insurance. TreeFolks has provided County with certificates from the Service Provider's carrier evidencing such insurance, which certificates are attached hereto as **Exhibit E** and made a part hereof



**VII. SAFETY**

7.1 County reserves the right to prohibit persons from entering the Site at any time safety may be a concern.

**VIII. AMENDMENTS**

8.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

**IX. NON-ASSIGNMENT OF RIGHTS**

9.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

**X. NOTICES**

10.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to  
Licensee: TreeFolks, Inc.  
P.O. Box 1395  
Del Valle, TX 78617

If to County: Honorable Sarah Eckhardt (or successor in  
office) Travis County Judge  
P.O. Box 1748  
Austin, Texas  
78767

And: Cynthia McDonald  
County Executive  
Travis County Transportation  
and Natural Resources  
Department  
P.O. Box 1748  
Austin, Texas  
78767

**XI. VENUE AND CHOICE OF LAW**

11.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**XII. MEDIATION**

12.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

**XIII. ENTIRETY OF LICENSE**

13.1 This License represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this License as of the date(s) set forth below, the effective date being the later date of signature (“Effective Date”).

TRAVIS COUNTY, a political  
subdivision of the State of Texas:

LICENSEE:  
TreeFolks, Inc., a Texas nonprofit  
corporation:

By: \_\_\_\_\_

By: \_\_\_\_\_

Sarah Eckhardt,  
Travis County Judge

Name: Andrew Smiley  
Title: Interim Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A



Grant number:	USNCSAccelerator_TF_2018
<b>ACCOUNTING INFORMATION</b>	
Books ID:	
Project Name & ID:	
Award ID:	P101415
Activity ID:	F104626
Unique ID:	108778
Source of funds:	<input type="checkbox"/> U.S. Government <input type="checkbox"/> Local/Host Government <input type="checkbox"/> Multi- or Bi-Lateral Org. <input checked="" type="checkbox"/> <b>Private funds</b> <input type="checkbox"/> Private as Government Match

**Standard Grant Agreement between The Nature Conservancy  
and TreeFolks, Inc.**

The Nature Conservancy (the "Conservancy"), an international non-profit organization organized under the laws of the District of Columbia, U.S.A., located at 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 and represented by Mark Wishnie, Director of Forestry and Wood Products, with sufficient authority for this act, is pleased to enter into this Standard Grant Agreement ("Grant") with TreeFolks, Inc. ("Awardee"), a non-profit organization organized under the laws of the state of Texas, located at P.O. Box 1395, Del Valle, TX 78617-1395 and represented by Thais Perkins, Executive Director, with sufficient authority for this act, in an amount not to exceed US\$ 225,500.00 (Two Hundred Twenty-Five Thousand and Five Hundred U.S. Dollars).

This Grant is under Grant # 2018014 between the Conservancy and Doris Duke Charitable Foundation for Natural Climate Solutions Phase II: Building Momentum for Large-Scale Impact, dated March 23, 2018 ("Prime Award").

The Conservancy and Awardee, collectively the "Parties" and each a "Party", celebrate this Grant in accordance with the following clauses and conditions:

**I. OBJECTIVE**

The purpose of this Grant is to fund Awardee's Reforesting Travis County Riparian Zones and Parks Initiative to sequester carbon and improve regional watershed quality, generating tradable Carbon+ Credits from public land plantings, and demonstrating feasibility of generating credits from private land to secure long-term sustainable funding for tree plantings (hereinafter referred to as the "Program") as described in the attached work plan and budget ("Attachment A – Work plan and budget").

In accordance with the terms of the Prime Award, this Grant is subject to the conditions found in Attachment B – Prime Award Conditions, which is made an integral part hereof.

**II. TERM**

The activities contemplated by this Grant that can be charged to the Grant shall commence on October 1, 2018 and shall continue until April 1, 2020 ("Term of the Activities"). Awardee shall not execute any activities or funds of this Grant before or after the Term of the Activities.

This Grant shall begin upon the signature of both Parties and shall expire on June 15, 2020 ("Term of the Grant"). Any extension beyond this Term of the Grant must be requested thirty (30) days prior to the expiration date and shall be agreed in writing and signed by the Parties.

### **III. REPORTING**

Awardee shall submit to the Conservancy the following reports, using the formats provided by the Conservancy (the due dates in this clause shall take precedence over any reporting due dates noted in Attachment A: Work Plan and Budget):

- A. Programmatic report(s):
- covering period October 1, 2018 (start date) to April 1, 2019 (end date), due May 1, 2019 (due date);
  - covering period April 1, 2019 (start date) to October 1, 2019 (end date), due November 1, 2019 (due date); and
  - covering period October 1, 2019 (start date) to April 1, 2020 (end date), due May 1, 2020 (due date).

Programmatic report shall contain:

- a. a summary of successes and setbacks of the project;
- b. a general description of the activities during the period;
- c. quantified outcomes to date based on the evaluation criteria that was included in the scoring rubric;
- d. a description of methods used and comments or recommendations about any unfinished work, the rest of the project, and the direction of it;
- e. three copies of any products produced during the period.

B. Financial report(s):

- covering period October 1, 2018 (start date) to April 1, 2019 (end date), due May 1, 2019 (due date);
- covering period April 1, 2019 (start date) to October 1, 2019 (end date), due November 1, 2019 (due date); and
- covering period October 1, 2019 (start date) to April 1, 2020 (end date), due May 1, 2020 (due date).

Financial report shall contain:

- a. Financial report format;
- b. List of all expenses for the period, including dates, invoice#, and check#, amounts, and recipient;
- c. Timesheets for people working on the Grant;
- d. Copy of contracts paid by the grant, if applicable;
- e. Accounting system report confirming list of expenses for the period;
- f. Equipment inventory (for anything of per unit value of more than US\$5K with a usable life of more than 1yr), if applicable;
- g. Bank account reconciliation;
- h. Any other document requested by TNC.

The final financial and programmatic reports covering the complete Term of the Activities are due May 1, 2020.

All reports shall be submitted electronically and in hard copy to:

Mark Wishnie, Director of Forestry and Wood Products  
Eriks Brolis, Economic Development Lead & Senior Advisor, Global Lands  
4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 / mark.wishnie@tnc.org / eriks.brolis@tnc.org

### **IV. DISBURSEMENTS AND MANAGEMENT OF FUNDS**

- A. An initial disbursement of US\$ 112,750.00 (One Hundred Twelve Thousand and Seven Hundred and Fifty U.S. Dollars) will be made upon signing the Grant by both Parties. Subsequent disbursements will be made within 30 days of receipt and approval by the Conservancy of the programmatic and financial reports submitted in accordance with the schedule above. Any final remaining disbursement will be made upon receipt and acceptance by the Conservancy of the final programmatic and financial reports.
- B. Disbursements will be sent to the Awardee by bank wire in the name of the Awardee, to the following bank account:  
# 2573107109  
ABA or SWIFT#: 111900659  
Beneficiary Bank Name & Address: Wells Fargo Bank  
13000 N Interstate Hwy 35, Bldg 3, Austin, TX 78753
- C. If necessary, any monetary conversion will be calculated at the exchange rate as established on the day of the disbursement.
- D. The Awardee will segregate the costs of this Grant from other projects that it currently administers.

E. The Awardee is prohibited from using the Conservancy's funds and/or assets for grants to others without the Conservancy's prior written permission.

#### **V. EXPENDITURE LIMITED TO DESIGNATED PURPOSES**

Grant funds may be spent only in accordance with the provisions of the Awardee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy within sixty (60) days following the Term of the Grant.

The Conservancy may monitor and evaluate the Program's activities, which may include visits by Conservancy personnel and agents, discussions with Awardee's personnel, and review of financial and other records and materials related to the Program activities financed by this Grant in an effort to determine whether Awardee's activities meet the Conservancy's funding objectives.

#### **VI. DUE DILIGENCE**

The Conservancy may request copies of documents to ensure that Awardee meets the criteria of a non-profit conservation organization and that the Awardee meets appropriate standards of capacity, competence, legal, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee's bylaws and articles of incorporation. Awardee agrees to notify the Conservancy immediately of any change in Awardee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee.

#### **VII. PROCUREMENT**

The Awardee will follow its own policies with regard to documentation of procurements and maintain that documentation in Awardee's Grant files. If the Awardee does not have written procurement policies, it must retain documentation for procurements (over US \$5,000 outside the U.S. or over US\$10,000 in the U.S.). Such documentation will include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

#### **VIII. TITLE TO AND USE OF PROPERTY**

Title to any property purchased with Grant funds vests in the Awardee. The Conservancy may not be charged for use of any property purchased with Grant funds.

#### **IX. RECORDS AND AUDITS**

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Grant to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of three years after the final financial report is submitted.

The Conservancy and its auditors (internal and external) will have access to all records relating to the Grant for three years after the final financial and programmatic reports for the Grant have been submitted to the Conservancy, unless local law requires a longer retention period.

The Awardee shall be responsible for reimbursing the Conservancy for any disallowance of any expenditure related to the work the Awardee has performed for this Grant.

## **X. INTELLECTUAL PROPERTY LICENSE**

Title to any Materials developed with Grant funds vests in the Awardee, with the Conservancy and Doris Duke Charitable Foundation getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials, or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this Grant. The Awardee agrees to provide the Conservancy and Doris Duke Charitable Foundation with copies of the Materials at no cost.

## **XI. ACKNOWLEDGMENTS**

The Awardee agrees to acknowledge the Conservancy's and Doris Duke Charitable Foundation support of the Program, including funding contributions and sponsorship, on all media announcements, programs and publications.

## **XII. USE OF CONSERVANCY NAME/LOGO**

The Awardee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except in connection with any acknowledgements required under this Grant.

## **XIII. ASSIGNMENT**

This Grant may not be assigned by the Awardee in whole or in part without the prior written consent of the Conservancy.

## **XIV. NO AGENCY**

No legal partnership or agency is established by this Grant. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.

## **XV. TERMINATION AND REMEDIES**

The Conservancy shall have the right to terminate this Grant by giving 30 (thirty) days written notice to the Awardee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy the Awardee defaults in performance of Awardee duties under this Grant, whether for circumstances within or beyond the control of the Awardee, the Conservancy may immediately terminate this Grant by written notice to the Awardee. Upon receipt of the termination notice from the Conservancy, the Awardee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay of any obligations incurred by the Awardee that could not reasonably be canceled.

If at any time the Prime Award is terminated, the Conservancy shall have the right to terminate this Grant as of the termination date of the Prime Award.

## **XVI. LOBBYING AND POLITICAL CAMPAIGNING**

Awardee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the Parties specifically agree to such lobbying activities in this Grant.

Awardee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

## **XVII. LIABILITY**

Awardee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this

Program. Awardee agrees to indemnify and hold the Conservancy harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by the Conservancy arising out of work performed by the Awardee under this Award, or arising out of any act or omission of the Awardee.

### **XVIII. CONFIDENTIAL INFORMATION**

During the course of the performance of this Grant, the Awardee may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Any such information acquired by the Awardee shall not be used, published, or divulged by the Awardee to any person, firm, or corporation or in any advertising or promotion regarding the Awardee or the Awardee's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

### **XIX. TAXES**

The Awardee agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Conservancy on behalf of the Awardee, or employees of the Awardee. If appropriate, the Conservancy shall report all fees paid to the Awardee to the IRS on Form 1099.

### **XX. COMPLIANCE WITH LAWS**

The Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Grant:

- (a) the Awardee can lawfully work in the United States;
- (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the Awardee's work under this Grant; and
- (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Virginia, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Grant (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.
- (d) Since the Awardee is a corporate or other legal entity:
  - i. Awardee represents that none of its directors, officers, employees or agents is a Government Official or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official, and that no Government Official is, directly or indirectly, an owner of or investor in the Awardee.
  - ii. Awardee agrees that, in performing any activity in connection with this Grant, neither Awardee nor any of its directors, officers, employees, agents, owners or shareholders:
    - a. will pay, give, or authorize the payment or giving of, any money or anything of value to any Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of the Conservancy in any respect.
    - b. will pay, give or authorize the payment or giving of any money or anything of value to any third party knowing or having reason to know that such third party will in turn give all or any portion of the payment or the item(s) of value directly or indirectly to a Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of the Conservancy in any respect.
    - c. shall not contract, neither directly nor indirectly, a Government Official nor an immediate family member (spouse, sibling, parent, child or sibling's spouse) of a Government Official, nor a company or organization in which any of its directors, officers, employees, agents, owners or shareholders are Government Officials nor an immediate family member, unless specifically previously approved in writing by the Conservancy. In such cases, the Awardee shall submit the contractor's information in writing to the Conservancy.



iii. Awardee agrees to promptly notify the Conservancy in writing if, during the term of this Grant (a) any director, officer, employee or agent of Awardee or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of any of the foregoing becomes a Government Official, (b) any Government Official becomes, directly or indirectly, an owner of or investor in the Awardee; or (c) Awardee receives a request to take any action which would or might violate its obligations under Clause XX of this Grant.

iv. Awardee represents that neither it nor any of its directors, officers, employees, agents, owners or shareholders (a) have made or authorized any payment, gift or transfer prohibited in Clause XX(d)(ii) above, and (b) have been accused of, indicted for, or convicted of, making or authorizing any payment, gift or transfer prohibited in Clause XX(d)(ii) above.

(e) For purposes of this Grant, a "Government Official" includes (i) any official or employee of any government, any political party, or any public international organization, and (ii) any candidate for political office; regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality or other governmental entity, including any company or other entity owned or controlled by the government.

## **XXI. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS**

A. The Awardee hereby certifies:

1. The Awardee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The Awardee will take all reasonable steps to ensure that Awardee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
3. Before providing any material support or resources to an individual or entity, the Awardee will consider all information about that individual or entity of which it is aware or that is available to the public.
4. The Awardee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. "Terrorist act" means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

C. In the event that any material misrepresentation in this Certification is discovered during the term of this Grant, the Conservancy may elect to declare this Grant null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Awardee's address listed on page 1.

**XXII. CERTIFICATION FOR CONFLICT OF INTEREST DETERMINATION**

A. The Awardee certifies that to the best of the Awardee's knowledge the information provided on the Disclosure Form attached hereto is true and correct as of the date of this Grant. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Grant, the Conservancy may elect to declare this Grant null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination and shall be entitled to offset any disbursements payable to the Awardee against such damages. The balance of disbursements payable to the Awardee, if any, shall be paid to the Awardee. Notice of termination shall be given to Awardee's address listed on page 1.

B. The Awardee must disclose to the Conservancy any proposed use of funds and/or assets for activities in which there is an apparent or actual conflict of interest between the Awardee and its employees, board members, or close relatives of the Awardee's employees or board members and make such expenditure subject to prior Conservancy approval.

**XXIII. CHOICE OF LAW/FORUM**

This Grant shall be interpreted, construed and governed by the laws of the Commonwealth of Virginia and any federal laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Grant, the Conservancy and the Awardee agree that litigation shall be conducted in the Commonwealth of Virginia, United States.

**XXIV. BINDING EFFECT/AMENDMENTS**

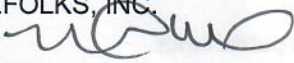
This Grant shall become binding when signed by the Parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Grant between the Parties relating to the Program. No amendment shall be effective except in writing signed by both Parties.

**XXV. SEVERABILITY**

If any provision of this Grant is held invalid, the other provisions shall not be affected thereby.

IN WITNESS WHEREOF, Awardee and the Conservancy have executed this Grant, effective as of the last date written below.

FOR TREEFOLKS, INC.



FOR THE NATURE CONSERVANCY

Thais Perkins  
Executive Director

Mark Wishnie  
Director of Forestry and Wood Products

Date: 10/4/18

Date: \_\_\_\_\_

**ATTACHMENTS**

- Attachment A - Work plan and budget
- Attachment B - Prime Award Conditions
- Attachment C - Disclosure Form
- Attachment D - Financial Reporting Template

## Attachment A - Work plan and Budget

### **NCS Accelerator: Reforesting Travis County Riparian Zones and Parks**

#### **Adjusted Work Plan and Budget** Date: 9/18/18

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**Organization name:** TreeFolks  
**Contact Name:** Thais Perkins  
**Email:** [thais@treefolks.org](mailto:thais@treefolks.org)  
**Telephone:** (512) 443-5323  
**Address:** P.O. Box 1395, Del Valle, TX 78617-1395  
**Entity type:** 501(c)(3) Non-profit

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Funding level received from NCS Accelerator:	\$225,000
<i>Other sources of matching funding:</i>	
City of Austin Watershed Protection Department	\$55,000
TreeFolks Match	\$172,135
<hr/>	
Total Program Budget	\$454, 985

*\*Budget detail included as attached file*

The request funded through the NCS Grant Accelerator enacts an 18-month pilot study which, if successful, will be expanded into a sustainable, large-scale reforestation of public and, critical private riparian lands throughout Eastern Travis County as a natural climate solution (NCS) that will sequester carbon and improve regional watershed quality. This pilot will generate tradable Carbon+ Credits from the public land plantings, and demonstrate the feasibility of generating credits from private land to secure long-term sustainable funding for tree plantings county-wide.

This program, titled "Reforesting Travis County Riparian Zones and Parks", is a collaborative effort between TreeFolks, the City of Austin's Sustainability Office and Watershed Protection Department, Travis County, and City Forest Credits. TreeFolks, Central Texas' urban forestry nonprofit, serves as the project lead due to our eight-year history of successfully implementing large-scale reforestation efforts at the urban-wildland interface after fire and flood.

#### *Key interventions and expected outcomes:*

Specific interventions and indicators of success for the 2019-2020 planting season include:

- Provide community outreach to recruit 50 applications for reforestation services on private land
- Identify 4 public land parcels for planting efforts
- Implement onsite consultations and complete site plans for private and public lands
- Plant approximately 50,000 native tree saplings across all sites
- Reforest approximately 55 acres of property
- Engage approximately 400 volunteers in community tree-planting events
- Generate Carbon+Credits for sale to an established buyer like the City of Austin or local companies carbon offset

Intermediate and long-term outcomes for this project include:

- Long-term carbon offsets through reforestation and mitigation of associated impacts from climate change
- Increased understanding by landowners of the importance of healthy, riparian forests and increased tree cover to provide carbon sequestration and associated co-benefits
- Long-term change in species profile of Travis County riparian areas towards natives

- Greater connection between volunteers and their natural environment and communities
- Identification of sustainable funding routes through the sale of Carbon+ Credits from private land plantings.

*Work Plan Timeline, deliverables, and milestones:*

Data Collection:	September-December 2018
- Identification of priority parcels and landowners	
- Initial stakeholder meetings to include NRCS and area nonprofits to further identify priority landowners and leverage current programming	
Landowner outreach and mailings	October-March 2019
- Develop outreach letter and program description for mailout. Target date November 15, 2018	
- Launch dedicated webpage to receive applications and deliver further information Target date November 1 2018	
- Press release to announce program availability over media channels Target date November 15, 2018	
Seedling orders placed with nurseries	November 2018
<b>Pilot Landowners Identified/Applications in</b>	<b>March 15, 2019</b>
<b>First mid-term report</b>	<b>March 31, 2019</b>
Landowner consultations	February 2019- September 2019
Planting plans and second Landowner consult	July 2019-October 2019
Application to City Forest Credits Submitted	July 2019-October 2019
<b>Second mid-term report</b>	<b>September 30, 2019</b>
<b>All Consults and Planning Complete:</b>	<b>October 31, 2019</b>
Volunteer Sign-ups:	October – December 2019
Trees Delivered:	November 2019
Volunteer Events:	November – December 2019
Vendor Planting and Data Collection:	December 2019 – January 2020
<b>Planting Complete</b>	<b>January 31, 2020</b>
<b>Final Report to TNC</b>	<b>March 31, 2020</b>

NCS Accelerator/TreeFolks Cash Flow, Budget, and Gantt

**Budget**

	TreeFolks	WPD*	NCS Funds	Total Budget (18 mos)
Personnel	\$27,033	\$55,000	\$173,932	\$255,965
Contract Services (tree planting)			\$29,256	\$29,256
Trees	\$77,000			\$77,000
Supplies (purchased)			\$2,850	\$2,850
Supplies (Donated)	\$66,900			\$66,900
Total Office Administration			\$10,912	\$10,912
Vehicles Expenses	\$0			\$0
Total Vehicle Expenses			\$6,500	\$6,500
Depreciation & Amortization	\$4,052			\$4,052
Advertising			\$1,550	\$1,550
<b>TOTAL EXPENSE</b>	<b>\$174,985</b>	<b>\$55,000</b>	<b>\$225,000</b>	<b>\$454,985</b>

\*City of Austin Watershed Protection Department funds

1. Personnel: Figure is based on current salary levels and includes cost to cover Executive Director (25%), Operations Director (15%), Reforestation Manager (80%), Reforestation Coordinator (60%), and Season Temp (100%)
2. Contract Services: Tree planting contractor Superior Forestry and youth service crews i.e. Americorps
3. Trees: Native saplings @\$1.50/tree
4. Field Supplies: Includes refreshments for volunteer events, pin flags and tap, field phone, printing, data for tablet, and office supplies
5. Donated Supplies: As a 501(c)(3) TreeFolks receives the following in-kind: GIS licenses, refreshments.
6. Insurance: Includes vehicle and a portion of our commercial liability insurance
7. Vehicle Expense: includes maintenance and fuel for a 2012 Subaru forester
8. Depreciation & Amortization: Based on the value of the asset over a 5 year depreciation schedule
9. Outreach: Includes promoting the program through multiple channel in order to recruit volunteers and gain coverage for the project

**Cash Flows & Requested Disbursement Schedule**

	2018				2019					
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
TNC Funds	\$ 89,250					\$ 63,750				
Percentage	35%					25%				
TreeFolks Match	\$ 9,728	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721	\$ 9,721

**Attachment [B]**  
**Supplemental Terms and Conditions**

The Awardee understands that this Grant is funded by the Doris Duke Charitable Foundation ("Funder"). The covenants and provisos set forth below are also part of the Grant and are equally binding. The covenants listed herein are for the benefit of TNC and of the Founder. In case of unsolvable contradiction between the terms of the Grant and the terms of this Attachment, the latter shall prevail.

1. **Use of Funds.** No part of this Grant will be used for a purpose that is not specified in Section 170(c)(2)(B) of the Internal Revenue Code, and no part of the Grant will be used for any political lobbying activity as that phrase is defined in Section 4945(e) of the Internal Revenue Code.
2. **Sharing Documents, Reports, Inspections and Audits.** TNC may share any information related to this Grant and its performance by the Awardee to the Funder, including this Grant, any report, record, communication and documentation provided by the Awardee. The Funder may be notified and invited to participate in calls, meetings, seminars, workshops and conferences related to this Grant. Any inspection or auditing right granted to TNC under the Grant is also hereby granted to the Funder.
3. **Amendments, Waivers and Approvals.** The Awardee acknowledges that amendments, waivers, budget changes or other approvals or authorization that require TNC's consent under the Grant, may also require prior consultation with or prior discretionary approval by the Funder. Any denial by TNC will not be deemed unreasonable whenever the Funder has not granted its prior approval and such approval is required.
4. **Acknowledgment.** The Grantor shall acknowledge the support of Doris Duke Charitable Foundation (using this complete name) in any public documents pertaining to the Grant. Prominence of acknowledgment should be commensurate with level of funding relative to other funding sources
5. **Publicity and Announcements.** The Funder has the right to inform the public about this Grant in a manner and at a time of its choosing.
  - a. The Funder further reserves the right to include information relating to the Grant in materials issued by or on behalf of the Funder, including on its website. TNC will inform the Grantee about this request by the Funder and provide an opportunity to review press releases and any use of Grantee's logo at least three business days prior to publication.
  - b. The Funder (through TNC who will in turn inform the Funder's Communications Director, above) must be informed in advance of any public announcement about the Grant and must be given at least three business days prior to public release to review and approve a draft of each proposed announcement. Public announcement includes press releases, newsletters, website content, invitations to Funder-sponsored events or events in which work funded by the Grant will be presented.
  - c. The Funder is planning to issue a public announcement about recently approved Natural Climate Solutions Initiative grants, and thus requests the Grantee to withhold any public announcements about the Grant until the Funder has made the information public, so as to give all grantees fair exposure and equal opportunity to announce their grants within the same time frame. The Funder will notify TNC of the release date and TNC will notify the Grantee about the release.
  - d. Any press releases about the Grant must conform to the following guidelines:
    - i. The Funder (by its full name) should be named in the first paragraph, and provision should be made in the release for a quote from a senior representative of the Funder if required.
    - ii. The following description of the Funder should be included in the announcement:

*"The mission of the Doris Duke Charitable Foundation is to improve the quality of people's lives through grants supporting the performing arts, environmental conservation, medical research and child well-being, and through preservation of the cultural and environmental legacy of Doris Duke's properties."*

- e. Any marketing and educational materials (excluding academic publications and presentations) that include mention of the Funder must be provided to the Funder for review and approval at least three business days prior to public release.

**Attachment [C]**  
**The Nature Conservancy**

**CONFLICT OF INTEREST DISCLOSURE FORM**

It is the policy of The Nature Conservancy ("TNC") to identify actual, potential or perceived conflicts of interest in any situation in which TNC has a significant business interest. To assist TNC in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with TNC complete this form.

**TRANSACTION**

Grant from TNC to grantee for the Reforesting Travis County Riparian Zones and Parks Initiative to sequester carbon and improve regional watershed quality, generating tradable Carbon+ Credits from public land plantings, and demonstrating feasibility of generating credits from private land to secure long-term sustainable funding for tree plantings.

**Total dollar value of transaction:** \$ 225,500

**STEP 1: ORGANIZATION TYPE**

Please check the box to indicate the type of party for which this form is being completed, list all individuals and/or organizations that will be involved in this transaction. An "organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation or unincorporated entity of any kind, a foundation, public board, commission, and a 501(c)(3) or other charitable organization.

- Individuals (list all, then complete Section 1):** \_\_\_\_\_
- For Profit Organizations (list all, then complete Section 2):** \_\_\_\_\_
- Not for Profit Organizations (list all, then complete Section 3):** TreeFolks, Inc., Thais Perkins,  
Executive Director

**STEP 2: QUESTIONS**

Complete the applicable section of questions below. Individuals complete Section 1. For Profit Organizations complete Section 2. Not for Profit Organizations complete Section 3. **Note:** Please refer to the attached list of TNC key employees and current and prior members of TNC's Board of Directors when completing the rest of this form.

**Section 1. INDIVIDUALS: Please check all that apply and attach an explanation for any "Yes" answers.**

	Y e s	N o
a. Are you now, or have you been at any time since July 1, 2012, a <b>TNC "key employee"</b> or a <b>member of the TNC Board of Directors</b> as identified on the attached list?		X
b. Are you now or have you been in the last 12 months a <b>TNC employee</b> (other than a key employee), a <b>Chapter Trustee</b> or member of a <b>Country Program Advisory Council</b> ?		X
c. Have you <b>contributed to TNC</b> U.S. \$5 million or more during the current fiscal year (July 1 – June 30), or U.S. \$25 million or more, cumulatively, in the current fiscal year and the prior four fiscal years?		X
d. To your knowledge, are you a <b>Family Member</b> of any individual identified in paragraph a, b or c above? (For these purposes, the term "Family Member" includes the individual's spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; and any person with whom the covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.)		X



**Section 2. FOR PROFIT ORGANIZATIONS:**

Please check all that apply and attach an explanation for any "Yes" answers.

	Yes	No
a. Has the organization made total aggregate contributions to TNC (i) U.S. 5 million or more during the current fiscal year (July 1 – June 30), or (ii) U.S. \$25 million or more, cumulatively, during the current fiscal year and the prior four fiscal years?		X
b. Now or at the time of the proposed transaction, does or will any <b>Substantial Contributor</b> (as defined in 1.c.); <b>TNC employee (includes former TNC employee who left within the last 12 months); member of TNC's Board of Directors or key employees (see list attached); or TNC Chapter Trustee or Advisory Council member (includes former ones who served within the last 12 months)</b> , individually or collectively with other such persons (including <b>Family Members</b> of such persons; see Section 1(d) above for definition of Family Members), <b>own more than 35% of the stock or value of the organization</b> (directly or indirectly), or have the legal or <i>de facto</i> <b>power to exercise a controlling influence over the organization's management or policies</b> , e.g., as an officer, key management employee, board member or partner?		X
c. Now, or at the time of the proposed transaction, have or will any members of <b>TNC's current Executive Team or Board of Directors</b> (see attached list) serve as: <ul style="list-style-type: none"> <li>• an officer, director, trustee, key employee, or partner; or</li> <li>• if the entity is a limited liability corporation, a member; or</li> <li>• if the entity is a professional corporation, a shareholder?</li> </ul>		X

**Section 3. NOT FOR PROFIT ORGANIZATIONS**

Please check all that apply and attach an explanation for any "Yes" Answers.

	Yes	No
a. Now or at the time of the proposed transaction, have or will any <b>Substantial Contributor</b> (as defined in 1.c.); <b>TNC employee (includes former TNC employee who left within the last 12 months); member of TNC's Board of Directors or key employees (see list attached); Chapter Trustee or Advisory Council member (includes former ones who served within the last 12 months)</b> , or <b>Family Members</b> of any of these, individually or collectively, <b>have the ability to control management of the entity?</b> See Section 1(d) above for definition of Family Members.		X

**STEP 3: COMMENTS**

Please explain any "Yes" answers checked above.

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Individuals who in the current fiscal year (FY18) are or during the preceding five fiscal years have been a Conservancy "key employee" or a member of the Board of Directors:

**Key Employees**

**Current Executive Team**

Justin Adams  
Kacky Andrews  
Jim Asp  
David Banks  
Charles Bedford  
Giulio Boccaletti  
Mark Burget  
Maria Damanaki  
William Ginn  
Santiago Gowland  
Wisla Heneghan  
Joe Keenan  
Marianne Kleiberg  
Richard Loomis  
Joyce Ma  
Brian McPeek  
Pascal Mittermaier  
Hugh Possingham  
Glenn Prickett  
Aurelio Ramos  
Lynn Scarlett  
Heather Tallis  
Mark Tercek  
Michael Tetreault  
Marc Toutou  
Peter Wheeler  
Leonard Williams  
Heather Wishik  
Heather Zichal

James E. Rogers  
Vincent Ryan  
Rajiv Shah  
Brenda Shapiro  
Mark Tercek  
Thomas J. Tierney  
Moses Tsang  
Frances A. Ulmer  
Margaret C. Whitman  
Ying Wu

**Prior Board Members (FYs '13-'17)**

Teresa Beck  
David Blood  
Gordon Crawford  
Steven A. Denning  
Jeremy Grantham  
Frank E. Loy  
Jane Lubchenco  
Thomas Middleton  
James C. Morgan  
Roberto Hernández Ramirez  
Muneer A. Satter  
P. Roy Vagelos  
Shirley Young

**Other/Former Key Employees**

Karen Berky  
Rebecca Bowen  
John Cook  
Mario D'Amico  
Addison Dana  
Steve Howell  
Peter Kareiva  
Michelle Lakly  
Robert McKim  
Catherine Nardone  
Karen Poiani  
Lois Quam  
Geof Rochester  
Angela Sosdian  
Michael Sweeney  
Philip Tabas

**Current Board of Directors (FY '18)**

Shona L. Brown  
Gretchen C. Daily  
Laurence Fink  
Joseph H. Gleberman  
William Frist  
Harry Hagey  
Jack Ma  
Claudia Madrazo  
Craig McCaw  
Thomas J. Meredith  
Ana M. Parma  
Stephen Polasky

**STEP 4: SIGNATURES**

The undersigned certifies that the information in the disclosure form is true and correct to the best of his/her knowledge.

**Signatures for For Profit or Not for Profit Organizations:**

**Signatures for Individuals:**

Name of Organization: Treefolks, Inc  
Signature: [Handwritten Signature]  
Printed name of person: Thais Perluis  
Title: Executive Director  
Date: 10/8/18

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_

## Attachment [D] Financial Reporting Template

**FINANCIAL REPORT**

PROJECT NAME: \_\_\_\_\_  
GRANT AWARD #: \_\_\_\_\_

CATEGORIES	EXPENSES IN USD										TOTAL Expenses to Date	Variance (N+ L-M)	Brief Explanation (use line; link at bottom of page for additional space/comments)	
	Output 1.1 Budget	Output 1.1 Actual Expenses	Output 1.2 Budget	Output 1.2 Actual Expenses	Output 1.3 Budget	Output 1.3 Actual Expenses	Output 2.1 Budget	Output 2.1 Actual Expenses	Output 2.2 Budget	Output 2.2 Actual Expenses				
SALARIES & BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSULTANT	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRAVEL & WORKSHOP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EQUIPMENT & SOFTWARE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUBLICATION & DISSEMINATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DIRECT COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INDIRECT COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTALS</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Money Received from TNC: -  
 Money Spent: -  
 Cash Balance: -  
 Expected Expenses for next period: -

Report Date:  

Financial Report Contact / Approval	
Name, Title	
Email	
Signature:	
Phone:	
Date:	
Primary Contact for grant	
Print Name:	
Signature:	
Date:	

Financial Report Narrative - additional variance explanation

## EXHIBIT B

# Statement of Work

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Between

Travis County

and

Tree Folks, Inc., a Texas nonprofit corporation

and

Superior Forestry Service

Regarding

Tree Planting Event at Owens Tract

Date: December 18, 2019

By

Andrew Smiley, Interim  
Executive Director

Andreina Alexatos,  
Director of Reforestation

TreeFolks, Inc., a Texas  
nonprofit corporation

**Statement of Work**  
**12/18/2019**  
**Planting of Trees at Owens Tract**

Brief Description: TreeFolks' Travis County Floodplain Reforestation Program is a pilot project to reforest riparian areas in East Travis County public and private land while generating Carbon+ Credits. Owens Tract has been selected for planting during the 2019-2020 season.

Tree Folks Activities: TreeFolks will consult with landowner (Travis County) and determine area most suitable for planting (May 2019). Area will be flagged and mapped digitally using GIS software (Jan 2020). Professional planting crew will plant saplings (Feb 2020).

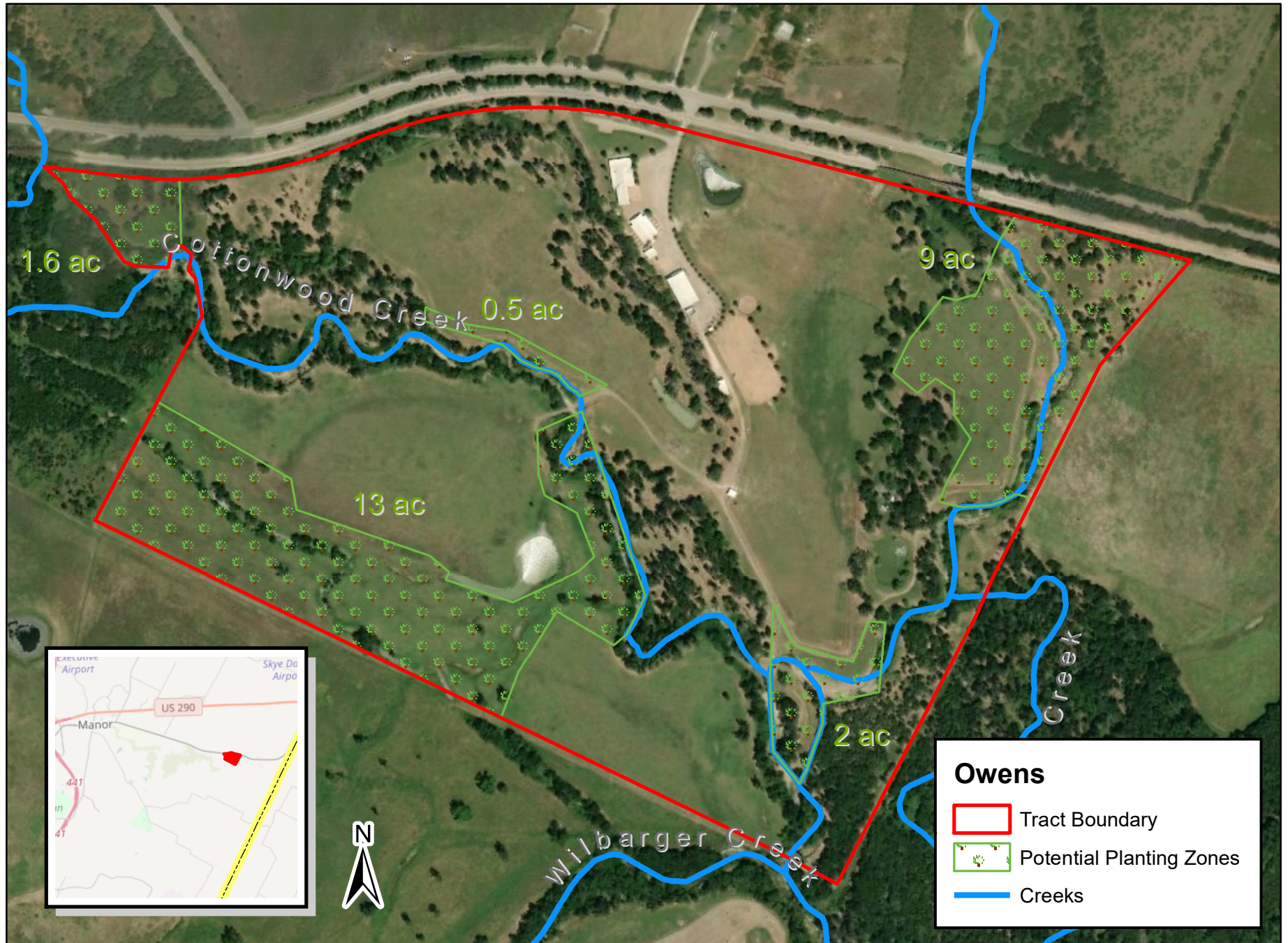
Superior Forestry Service, Inc. Activities: Superior Forestry Service will provide a crew of 9-12 with 1 crew leader to guide the planting of saplings. Trees will be planted on a grid using dibble bars.

Scope of Affected Area and Limits of Project: The Scope of the Tree Planting Event is limited to the area shown on Exhibit C and for only the period of time specified in the Agreement to which this Scope of Work is an exhibit.

## EXHIBIT C



# Owens Tract Potential Planting Sites



## EXHIBIT D



## EXHIBIT E



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Central Arkansas 706 W. Main  Russellville AR 72801		<b>CONTACT NAME:</b> Rhonda Smith <b>PHONE (A/C, No, Ext):</b> (479) 968-3333 <b>E-MAIL ADDRESS:</b> rsmith@bbgca.com		<b>FAX (A/C, No):</b> (479) 968-4439	
<b>INSURED</b> Superior Forestry Service, Inc P. O. Box 25  Tilly AR 72679-0025		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> American Casualty Company of Reading, Pennsylvania			20427
		<b>INSURER B:</b> Navigators Insurance Company			42307
		<b>INSURER C:</b> Transportation Insurance Company			20494
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 19/20 ALOB


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2074640368	09/01/2019	09/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2084005656	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		HO19EXC759682IV	09/01/2019	09/01/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1031007584	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pesticide/Herbicide Pollution			2074640368	09/01/2019	09/01/2020	Limit	1,000,000
							PD Deduct \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Treefolks Attn: Carly Blankenship 10803 Platt Lane Austin TX 78725	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Central Arkansas		NAMED INSURED Superior Forestry Service, Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

The policies include a Blanket additional insured as respects to the General Liability policy, per form #CNA74705XX 01 15 and/or CNA75081XX 01/15 on a primary and non-contributory basis and Auto Liability policy, per form #CNA63359XX 04/12 and/or #CA2048 10/13 for work performed under written contract. General Liability includes "XCU" hazards without any exclusionary endorsements.

The policies include a Blanket Waiver of Subrogation as respects to the General Liability form #CNA74705XX 01 15, Auto Liability form #CNA63359XX 04/12 and Workers' Comp form #WC000313 04/84 when required by written contract.

The Umbrella Policy Includes Primary and Non-Contributing wording per form #NAV EXC 348A 01/11 when required by written contract.

RECEIVED OCT 10 2019

U.S. Department of Labor  
Wage and Hour Division

Farm Labor Contractor Certificate of Registration  
No. C-06-652136-J-20-R  
Expires 10/01/2020

Name SUPERIOR FORESTRY SERVICE, INC.

I certify that the person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire and employ.

Transportation  Authorized  Not Authorized  
Housing  Authorized  Not Authorized  
Driving  Authorized  Not Authorized

Approved Adriana V. Iglesias Date: 10/02/2019  
(Program Manager) WH-511 (6/95)  
239564

Social Security Account No. XXX-XX-6761

Social Security Employer ID No. 71-0652136

Perm. Home Address 36462 HWY 27 NORTH

Tilly AR 72679  
(City or Town) (State) (ZIP Code)

Date of Birth Height Weight  
(Month) (Day) (Year)

This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may constitute a criminal offense.

Signature of Holder (Title)

The following vehicle(s) is/are authorized to transport migrant and seasonal agricultural workers within the meaning of the Act as specified below unless such authorization is otherwise terminated.

Table with columns: Yr., Make and Model, Serial or Motor No., No. of Seats in Vehicle, Authorization Ending. Lists vehicles from 2003 to 2016.

Location of Facility or Real Properties:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Type of Construction XXXXXXXXXXXXXXXXXXXXXXX No. of Units XXXX

Owner's Name XXXXXXXXXXXXXXXXXXXXXXX

Mailing Address XXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Type of Construction XXXXXXXXXXXXXXXXXXXXXXX No. of Units XXXX

Owner's Name XXXXXXXXXXXXXXXXXXXXXXX

Mailing Address XXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Based on the contractor's submission, housing is authorized at the above locations unless such authorization is otherwise terminated:

C-06-652136-J-20-R Date

Name ENRIQUE LUIS GONZALEZ-DORANTES

Worker's Compensation Insurance Holder (If applicable):

Transportation Insurance C-06-652135-J-20-R Date 10/04/2019

Name ENRIQUE LUIS GONZALEZ-DORANTES

Table with columns: Yr., Make and Model, Serial or Motor No., No. of Seats in Vehicle, Authorization Ending. Lists vehicles from 2003 to 2017.

Table with columns: Yr., Make and Model, Serial or Motor No., No. of Seats in Vehicle, Authorization Ending. Lists vehicles from 2003 to 2019.

Table with columns: Yr., Make and Model, Serial or Motor No., No. of Seats in Vehicle, Authorization Ending. Lists vehicles from 2003 to 2019.

Worker's Compensation Insurance Holder (If applicable):

Transportation Insurance C-06-652135-J-20-R Date: 10/04/2019

Name ENRIQUE LUIS GONZALEZ-DORANTES

# TRAVIS COUNTY FLOODPLAIN REFORESTATION PROGRAM



## East Travis County residents:

If you own land that has a stream or creek that is not already fully forested, sign up today to see if you qualify for the Travis County Floodplain Reforestation Program (TCFRP).

## Program summary:

TreeFolks is leading a **Natural Climate Solutions** pilot project to plant trees along East Travis County floodplains, also known as riparian areas. Restoring riparian areas will enhance air and water quality/quantity, provide wildlife habitat, mitigate the effects of floods and droughts, and increase ecosystem resilience. Additionally, this program is generating **Carbon+ Credits** in order to offset local carbon emissions.

## How to participate:

Reforestation services are **absolutely free of charge** and includes free trees, planting services, and consultations. There is no obligation or related fees for participating in Carbon+ Credit generation. Landowners that choose to participate in credit generation will be given higher priority.

**To find out more and apply online, visit:**  
[www.treefolks.org/travis-county-floodplain](http://www.treefolks.org/travis-county-floodplain)

*The TCFRP is a collaborative effort between TreeFolks, Travis County, the City of Austin, and Seattle-based City Forest Credits.*

*This initiative is funded by the Nature Conservancy in partnership with the Doris Duke Charitable Foundation.*

*Carbon+ Credits are novel carbon offsets produced through City Forest Credits that quantify the valuable ecosystem services provided by trees in addition to carbon sequestration.*



Photo: volunteers planting saplings in a riparian area.

TreeFolks is a 501(c)(3) non-profit whose mission is to empower Central Texans to build stronger communities through planting and caring of trees

(512) 443-5323  
[www.treefolks.org](http://www.treefolks.org)



**XI. VENUE AND CHOICE OF LAW**

11.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**XII. MEDIATION**

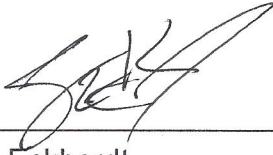
12.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

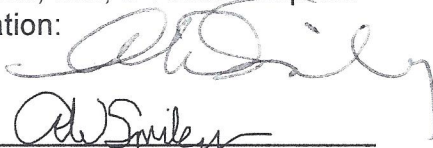
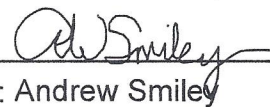
**XIII. ENTIRETY OF LICENSE**

13.1 This License represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this License as of the date(s) set forth below, the effective date being the later date of signature ("Effective Date").

TRAVIS COUNTY, a political  
subdivision of the State of Texas:

By:   
Sarah Eckhardt,  
Travis County Judge  
Date: **JAN 21 2020**

LICENSEE:  
TreeFolks, Inc., a Texas nonprofit  
corporation:   
By:   
Name: Andrew Smiley  
Title: Interim Executive Director  
Date: 1/15/2020



**Travis County Floodplain Reforestation Program (TCFRP)  
Project Operator Declaration of Planting**

I, the undersigned Project Operator for the Planting Project named Travis County Floodplain Reforestation Program (TCFRP) located in Eastern Travis County and submitted to City Forest Credits by application dated November 1, 2019 declare the following in order to confirm the planting of trees under this Project:

- Trees planted were not required by any law or ordinance to be planted;
- Trees were planted under this project on the following date (s):
  - Volunteer Event 1: 12/14/2019
  - TXCC: 1/13/2020 – 1/17/2020
  - Contractors: 1/31/2020 – 2/8/2020
  - Volunteer Event 2: 3/7/2020
- The organizations or groups that participated in the planting event(s) are listed in the attached documents;
- Planting events are shown in photos attached, which can include photos of tree stock and planting activities;
- The number of trees planted by species are, to a reasonable certainty, [Please see attachment *Plant List*].

These planting numbers are confirmed by one or more of the following supporting and attached documents:

1. Invoices for trees planted, or
2. Invoices or a statement from the party who funded the tree purchase or supplied the trees attesting to the number of trees purchased, or
3. Planting lists compiled contemporaneously with or after the planting event(s), or
4. Any reporting to the owner or public body regarding the planting, invoices, costs, or other data re the planting, or
5. Any other reliable estimate of trees planted that is approved by the Registry

Signed on March 18, in 2020, by, Mark Fogleman GIS Technician and Carbon Assistant, for TreeFolks.

*Mark Fogleman*

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Signature



### Declaration of Planting Affirmation

I, the undersigned working on behalf of the Texas Conservation Corps (TXCC) at American YouthWorks (AYW), confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Travis County Floodplain Reforestation Program by the Project Operator, TreeFolks, Inc.

Trees were planted under this project on the following date(s): 01/15/20  
01/16/20  
01/17/20

<b>Name:</b>	Paul Stuffel
<b>Title:</b>	Field Operations Manager
<b>Address:</b>	AYW Austin Headquarters 1901 E. Ben White Blvd SRVD EB Austin TX 78741
<b>Phone:</b>	512-433-9387
<b>Email:</b>	pstuffel@americanyouthworks.org
<b>Signature:</b>	
<b>Date:</b>	3/11/20



### Declaration of Planting Affirmation

I, the undersigned working on behalf of the Tree Planting department at Superior Forestry Services, Inc., confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Travis County Floodplain Reforestation Program by the Project Operator, TreeFolks, Inc.

Trees were planted under this project on the following date(s): 01/31/20  
02/01/20  
02/03/20  
02/04/20  
02/05/20  
02/06/20  
02/07/20  
02/08/20

<b>Name:</b>	Andrew Harnage
<b>Title:</b>	Area Manager
<b>Address:</b>	Superior Forestry Service, Inc. P.O. Box 25 Tilly, AR 72679
<b>Phone:</b>	479-747-1590
<b>Email:</b>	<a href="mailto:aharnage@superiorforestry.com">aharnage@superiorforestry.com</a>
<b>Signature:</b>	
<b>Date:</b>	3-11-2020