# Commissioners Court Back-up Formula One United States Grand Prix<sup>TM</sup>

## Mass Gathering Permit Application

Public Hearing

6/5/2012, 9:00A.M.

Submitted by Brown McCarroll, L.L.P.

On behalf of Circuit of the Americas

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## SUBMITTAL CHECKLIST

	(1)	Application and fee;
	(2)	Promoter's name and address;
	(3)	Financial statement that reflects the funds being supplied to finance the MG and each
		person supplying the funds;
	<b>(4)</b> .	Name and address of the owner of the property on which the MG will be held;
_N/A	<b>(5)</b> .	Certified copy of the agreement between the promoter and the property owner;
	(6)	Location and a description of the property on which the MG will be held;
	(7)	Dates and times that the mass gathering will be held;
	(8)	Maximum number of persons the promoter will allow to attend the MG and the plan the
		promoter intends to use to limit attendance to that number;
	<b>(9)</b> ·	Name and address of each performer who has agreed to appear at the MG and the name
		and address of each performer's agent;
	(10)	Description of each agreement between the promoter and performer;
	(11)	Description of each step the promoter has taken to ensure that minimum standards of
		sanitation and health will be maintained during the mass gathering;
	(12)	Description of all preparations being made to provide traffic control, to ensure that the
		MG will be conducted in an orderly manner, and to protect the physical safety of the
		persons who attend the MG;
		12.A. Traffic Management Plan;
		12.B. Exposition Center Parking Agreement;
		12.C. Public Safety
		12.D. Agreement Providing Fire Protection Services
_ <del>1</del>	(13)	Description of the preparations made to provide adequate medical and nursing care;
$\sqrt{}$	(14)	Description of the preparations made to supervise minors who may attend the MG.



## Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751 Office Phone: 512-854-4621 Fax: 512-854-6471

Applicati	on Date: <u>05 / 09</u>	/ 2012	_	plication Number:		
TDLR Pe	rmit Number:	or RAS C	Contact:			
BUSINE	SS INFORMATION		Provide the state of the state			
Comme Circuit	ercial Establishme of the Americas, LLC	nt, Business or Publi	ic Building Name:			
Corpor Circuit	ation / DBA Name: of the Americas, LLC					
	eet Address or Lo					
Numera	als Str	eet/Road Name or Nu			/Unit No.	₹
Del Va	alle	TX	78617	MAPSCO_ <sup>707,7</sup>	08 /C,D,G,H,E,J,L,M,Q,R Page Block U,V	٠,
	City	State	Zip Code		Page block	
Exact l	egal Description:	See attached "Exhibit '	A'''			
on the distri	sion MU Tohin's S	ubdivision 1890	Lot	Block		
Phase	Section	on ;OR	RAcres _ <del>+/- 1036.462</del>	Out of	Survey #	
Record	led in Real Properf	y Records of Travis	County Volume:	_Page:Tax Par	cel ID#:	
'n P	hone Number: ( 51	2 ) 301-6600 Secon	dary Phone Number: <u>(</u>	) Fax N	lumber: <u>(512 ) 479-110</u> 1	
Dronos	od Commercial Es	tablishment or Publ	c Building Use Type:		•	
Times	of Operation: 6 Al	M (AM / PM ) _ 1	1PM (AM/PM)[	Days of Week: November	10, 17 and 10, 2012	
CONTA	CTINFORMATION					J
		ERMITEE / APPLICA				
	Meade	Nikelle	S	Date of Birth:	10 / 28 / 1970	
Manne.	Last	First	Middle Initial			
Mailing	Address:	4400 Auglin Tayon 7	0704			
111 C	ongress Avenue, Suite	1400, Austin, Texas 7	5701			
Phone	Number: <u>( <sup>512</sup> )</u>	479-1147 Fax N	lumber: <u>( <sup>512</sup> ) <sup>479-1</sup></u>	101		
Email:	nmeade@brownmo	carroll.com			name date of hirth mailing address	s.
	-l -dd-aaa and bucineed	oration, partnership or oth address for each general dditional sheet and attach v	HIGHIDGE OF THE POTHICIONS	and any limited partners w	name, date of birth, mailing address ho own at least a ten percent (10%	6)
OWNE						
Name:		as, LLC – Steve Sexton First	, President Middle Initial	Date of Birth:	<u>09 / 16 / 1959</u>	
mp ***	Last		,			
Walling 301	Address: Congress Avenue, Su	ite 220, Austin, Texas 7		ATO 1101	3	
Phone	Number: ( 512 )	301-6600	Fax Number: <u>( <sup>512</sup> )</u>	479-1101		
	Number: (512) steve.sexton@circui		Fax Number: ( 512)	4/9-1101		•



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## Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751 Office Phone: 512-854-4621 Fax: 512-854-6471

Commercial Establishment, Business or Public Building Name:
Start Date of Construction:// Square Footage:
Estimated Cost of Construction:
Check ONE of the following that applies to the project:
☑ New Construction ☐ Substantial Improvement ☐ Change in Occupancy Classification
"Substantial Improvement" is applicable to an enlarged, altered, repaired, moved, removed, demolished or converted existing structure or
Infrastructure.
Supply with this application:  > One (1) set of construction and site plans for the proposed building or system containing all plans and specifications; and
<ul> <li>One (1) set of construction and site plans for the proposed building of system containing an plans and spondance, and</li> <li>If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building, a properly executed power of</li> </ul>
attorney or other written evidence of the agency agreement between the applicant and owner.
Check only one permit below. Submit a separate application for each permit type.
The second of th
Building Permit
Automatic Fire-Extinguishing System Permit
☐ Fire Alarm and Detection System Permit ☐ ☐ Fire Pump Permit ☐ Fire Sprinkler System Permit
Total Collins
E Maco dumoning and
Above & Below Ground Storage Tank Installation Permit
OtherPermit
I, Nikelle Meade , hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to Commissioners' Court of Travis County, Texas to see to it that all provisions of the permit are
faithfully performed. Authorization is nereby given to tile Travis County The Maistail's Chief to the Laboratory of the County Travis County of law that I have personally examined and am familiar with the Information
submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.
Date: 5 / 9 / 2,012.
Signature of Applicant or Attorney
Nikelle Meade Printed Name
FICIAL USE ONLY
TCFMO Permit Number:Occupancy ID: ESD:

Exhibit "A"

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3,671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106,008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28,657	CotA, LLC	Elroy Rd
8A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd
9	188,5874	CotA, LLC	FM RD 812
10	78.3484	CotA, LLC	FM RD 812
11	10,060	CotA, LLC	Elroy Rd
12	42.25	CotA, LLC	Elroy Rd
12A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd

Brown McCarroll, L.L.P.

PAY: WO HON		494649
DIOMIN MCCARROUS  DISBURSEMENT ACCOUNT  CONGRESS AVENUE, SURF  AUSTIN, TEXAS 78701.404  O HUNDRED SIXTY AND 00/100 DOLLAR		050912TRA
And State of the Park		05-09-12
DATE 05	TOTAL	vendon∉ 217663 05-09-12 Filing Fee
20069 -09-12: AMOUNT \$260.00	260.00	CHECK# 20069  260.00

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City of Austin

One Texas Center, 505 Barton Springs Rd. Austin, Texas 78704

P.O. Box 1088 Austin, Texas 78767

Phone: (512) 974-2797 Fax: (512) 974-3337

#### 911 ADDRESSING CITY SERVICE ADDRESS VALIDATION

Date: May 9, 2012

#### The Following Is A Valid Address:

Address : 9201 CIRCUIT OF THE AMERICAS BLVD

Bullding(s): 2, A, B, C, D, E, F, G, GS, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W

Unit(s)

\*Please contact the United States Postal Service or go to www.usps.com for the correct zip code for this address.

#### Legal Description:

Subdivision : W. H. TOBIN'S SUBDIVISION 1890

Block 1D

Lot ID

Tax parcel ID: 0348310226

#### Jurisdiction:

**AUSTIN 2 MILE ETJ** 

#### County:

TRAVIS

#### Comments:

Signed:

KELLY DELISIO

ell Delisio

Disclaimer: The assignment and/or verification of this address does not authorize a change in land use or consiliute the City of Austin's approval of any division of real property. The assignment and/or verification of this address does not supersede any requirements of the City of Austin's Land Development Code, the Texas Local Government Code, or any other state or municipal regulations.

## TRAVIS COUNTY APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT

Event la formation			
Event Name:	Formula 1 United States Grand Prix	Event Location:	Circuit of The Americas 9201 Circuit of The Americas Blvd, Del Valle, TX
Event Date(s) /Tlmes:	November 16, 17, & 18, 2012	Maxlmum Attendance:	250,000 (Three Day Attendance To
Promoter Name:	Circuit of The Americas, LLC	Promoter Address:	301 Congress Avenue, Ste. 220 Austin, TX 78701
Rinaneial Informati	on the second second	<b>声"影響"</b> 原語	
Financial Backer(s):	Circuit of The Americas, LLC	Amount Provided:	\$350 Million
Property Owner:	Circuit of The Americas, LLC	Owner Address:	301 Congress Avenue, Ste. 220
Property Description: Describe or Attach Agreement for Property Use*:	Austin, TX 78/U1  Circuit Of The Americas is a multi-purpose facility, the first purpose-built Formula One Grand Prix facility In a U.S. Built around a state-of-the-art 3.4-mile circuit track with capacity for 120,000 fans, the facility is designed for any and all classes of racing, including human races. Circuit of The Americas is ideally situated on a 1000-acre site in southeast Austin, approximately two miles from Austin Bergstrom International Airport, with sections of downtown.		
Reformer Dound			
Performer Name:	Formula One Management Ltd.	Performer Address;	6 Princes Gate Knightsbridge, London SW7 1QJ
Agent's Name: :	N/A	Agent's Address:	N/A
Describe Agreement with Performer:	Ten-year contract for FOM to bring the series to Circuit of The Americas.		
if several performers	are expected, attach list with required inj	formation.	
Quenational Inform			
Describe or Attach F			
Sanitation/Health	Attached,		
'Traffle Control	Transportation Plan Attached.		
Public Order/Safety	Public Safety Plan Attached.		
Medical Care	Defined in Public Safety Plan (Attached).		
Controlling Attendance	Defined in Public Safety Plan (Attached).		

I verify that the information provided in this application and its attachments is based on my best
information and belief:
Promoter's Signature: Date: Nay (, 2012
Is any of this information confidential, private, or proprietary? \(\overline{\pi}\)No \(\overline{\pi}\)Yes-identify:
PUBLIC FAFETT PLAN; TRANSPORTATION STRAFFIC PLANS;
FINANCIAL AND PROPRIETARY CONTRACT INFORMATION

## TRAVIS COUNTY

## APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT

#### ADDITIONAL REQUIREMENTS:

\*If you are applying for a mass gathering permit you must also attach:

- A certified copy of the agreement between the promoter and the property owner
- A description of plans for supervision of minors
- ⊭ The filing fee.

If you are applying for an outdoor festival permit, you must also attach:

- Name and address for each of the promoter's associates/employees assisting in the promotion of the festival,
- A financial statement for the promoter,
- A file stamped copy of Registration with the County Clerk's Office, and
- \* The \$5.00 filing fee.

## Promoter's Name and Address

Promoter's Name:

Circuit of the Americas, LLC

Address:

301 Congress Avenue, Suite 220

Austin, Texas 78701

## Financial Statement

(how mass gathering is being financed)

Financial Backers:

The MG will be funded wholly by COTA. Total event cost

has not yet been determined.

## Name and Address of the Property Owner

(where Mass Gathering will be held)

Property Owners Name: Circuit of the Americas, LLC

Address:

301 Congress Avenue, Suite 220

Austin, Texas 78701

## Certified Copy of Agreement

Not Applicable – The promoter and the property owner are the same entity.

## Location and a Description of the Property

Address:

9201 Circuit of the Americas Blvd. Del Valle, Texas

Description:

+/- 1036 Acre parcel in Southeast Travis County, situated adjacent to Elroy Road, McAngus Road and FM 812. US 183 and SH 130 are the nearest major roadways. The parcel is comprised of 14 separate tracts (including 2 roadway

easements) as illustrated in the table below:

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3.671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106.008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28.657	CotA, LLC	Elroy Rd
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11	10.060	CotA, LLC	Elroy Rd
12	42.25	CotA, LLC	Elroy Rd
12A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd



FORMULA 1 UNITED STATES GRAND PRIX® AUSTIN, TEXAS

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1036,462 ACRES
THOMAS B, WESTBROOK SURVEY NO. 5
WILLIAM LEWIS, SR. SURVEY NO. 2
PETER C. HARRISON SURVEY NO. 3
'TRAVIS COUNTY, TEXAS
ALTA SURVEY

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OF PARCEL OF LAND OUT OF THE THOMAS B, WESTBROOK SURVEY NO. 5, THE WILLIAM LEWIS, SR. SURVEY NO. 2, AND THE PETER C. HARRISON SURVEY NO. 3, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010836 (TRACTS 1-5), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010837 (TRACTS 6-8 & 9-10) OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NO. 2011059565 (TRACT 11), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011026871 (TRACT 12), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1036.462 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 3/4" Iron rod found in the westerly right-of-way line of Eiroy Road and the northeastern most corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, also being the southeast corner of a tract of land conveyed to Thomas and Vickle Lincoln, recorded in Document Number 2002142611, of the Official Public Records of Travis County, Texas, for a northeasterly corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said west right-of-way line of Elroy Road, S28°07′01″W, a distance of 246,74 feet to a ½″ iron rod found for an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and for the northeast corner of Boothe Subdivision, Block 1, a subdivision recorded in Book 10, Page 18, of the Plat Records of Travis County, Texas, in the west right-of-way line of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Eiroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Boothe Subdivision, the following three (3) courses and distances, numbered 1 through 3,

- 1. N63°57'05"W, a distance of 120.17 feet to a ½" capped iron rod found for an interior ell corner of the herein described tract,
- 2. S27°38'39"W, a distance of 363.54 feet to a ½"capped iron rod found for an interior ell corner of the herein described tract.
- 3. S61°21'21"E, a distance of 120,00 feet to a X" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, in the west right-of-way line of said Eiroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the westerly right-of-way line of said Eiroy Road, S28'10'50"W, a distance of 1055.41 feet to a %" iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the northeast corner of a 2.293 acre tract conveyed to Jimmie D. Reed, et ux., recorded in Volume 13024, Page 330, of the Official Public Records of Travis County, Texas,

THENCE, leaving the said westerly right-of-way line of Eiroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Jimmie D. Reed tract, N61°55′32″W, a distance of 495.01 feet to a ½″ lron rod set for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the northwest corner of said 2.293 acre Jimmie D. Reed tract, a northerly corner of Lot 3, Brammer Subdivision, recorded in Book 87, Page 41C, of the Plat Records of Travis County, Texas

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Lot 3, Brammer Subdivision, N62°34′18″W, a distance of 179,75 feet to a ½″ iron rod found for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the southeast corner of a 9,25 acre tract conveyed to Donald A. Haywood, recorded in Volume 11464, Page 72, of the Official Public Records of Travis County, Texas, and in the north line of said Lot 3, Brammer Subdivision,

1036,462 ACRES THOMAS B. WESTBROOK SURVEY NO. 5 WILLIAM LEWIS, SR. SURVEY NO. 2 PETER C. HARRISON SURVEY NO. 3 TRAVIS COUNTY, TEXAS ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 9.25 acre Donald A. Haywood tract, N28°01'48"E, a distance of 516.42 feet to a 5/8" Iron rod found, common to the northeast corner of a 0.75 acre tract conveyed to Donald A. Haywood, recorded in Volume 12650, Page 1, of the Official Public Records of Trayls County, Texas, and the southeast corner of a 5.74 acre tract conveyed to Rosa Santis, recorded in Document Number 2007001425, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 5.74 acre Santis tract, the following three (3) courses and distances, numbered 1 through 3,

- 1. N28°00′24″E, a distance of 295.75 feet to a ½″ capped iron rod found for an interior ell corner of the herein described tract,
- N62°01'37"W, a distance of 843.33 feet to a 1/4" Iron rod found for an interior ell corner of the herein described tract,
- 528\*06'32"W, a distance of 297.47 feet to a %" Iron rod found for the northwest corner of said 9.25 acre Donald A. Haywood Tract, and an easterly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 9.25 acre Donald A, Haywood tract, S28°07'07"W, a distance of 516.86 feet to a 1/2" Iron rod found for the northwest corner of a 41,520 acre tract conveyed to Gilbert C. Vetters, recorded in Volume 12651, Page 777, of the Official Public Records of Travis County, Texas, and the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6,

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and sald Gilbert C. Vetters tract, S27°44'50"W, a distance of 1204.66 feet to a ½" Iron rod found for an interior ell corner of the herein described tract, common to the southwest corner of said Gilbert C. Vetters tract, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and in the northerly line of a 15.595 acre tract conveyed to Young H. Spurlock, recorded in Volume 11640, Page 1285, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and said Young H, Spurlock tract, N30°53'50"W, a distance of 483.75 feet to a 1-1/2" Iron pipe found for an interior eli corner of the herein described tract, common to the southerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and the northwest corner of a 4.20 acre tract conveyed to Mike J. McLaughlin, recorded in Volume 11662, Page 517, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and said Mike J. McLaughlin tract, \$27°51′16″W, a distance of 946.00 feet to a 5/8″ iron rod found for an interior ell corner of the herein described tract, common to the southeast corner of the sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, and the southwest corner of said Mike J. McLaughlin tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said Mike J. McLaughlin tract, S62°02'41"E, a distance of 207.24 feet to a 5/8" Iron rod found for a northerly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, the southeast corner of the said 4,20 acre Mike J. McLaughlin tract, and the southwest corner of sald 15,595 acre Young H. Spurlock tract,

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and sald 15,595 acre Young H. Spurlock tract, S62°11'02"E, a distance of 311,64 feet to a 5/8" fron rod found for a point in a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2,

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and sald 15,595 acre Young H. Spurlock tract, S62°09′59″E, a distance of 1407.71 feet to a ½″ Iron rod set for an easterly corner of the herein described tract, common to the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the southeast corner of a 1.0 acre tract conveyed to Juan Bautista, recorded in Document Number 2004224559, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and the west right-of-way line of said Eiroy Road, 525°15'20"W, a distance of 49.59 feet to a 12" Iron rod found for an easterly corner of the

1036,462 ACRES THOMAS B, WESTBROOK SURVEY NO, 5 WILLIAM LEWIS, SR, SURVEY NO. 2 PETER C, HARRISON SURVEY NO. 3 TRAVIS COUNTY, TEXAS ALTA SURVEY

herein described tract, common to the southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the northeast corner of a 20,024 acre tract conveyed to GST Hermanas Land and Cattle, LLC., recorded in Document Number 2010091347, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Eiroy Road, and with the common southerly boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 20.024 acre tract, N62°10′03″W, a distance of 1989,27 feet to a ½″ iron rod found for a southeasterly corner of the herein described tract, common to the northwestern corner of said 20.024 acre tract, also being the northernmost northeastern corner of said 45,25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract,

THENCE, with the common boundary line of sald 20.024 acre tract and sald 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, S27°49′53″W, a distance of 478.42 feet to a capped ½" Iron rod set in the western line of sald 20.024 acre tract, common to a southeastern corner of sald 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, also being a northern corner of a 25.167 acre tract conveyed to Roger B, Holzem, II and Adam Lloyd Cortez in Document No. 2005073338, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract and said 25.167 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

- 1. N63°50'57"W, a distance of 208.39 feet to a capped 1/2" Iron rod set,
- 2. N27°50'04"E, a distance of 14.68 feet to a capped 1/2" Iron rod set,
- 3, N61°22'45"W, a distance of 246.14 feet to a capped 1/2" fron rod set,
- 4. 534°03'11"W, a distance of 209.42 feet to a 1/2" Iron rod found,
- 5. \$58°21'23"E, a distance of 478.16 feet to a capped 1/2" fron rod set,
- 6, S27°49'59"W, a distance of 590.43 feet to a 12" Iron rod found,
- 7. S62°09'21"E, a distance of 1488.11 feet to a capped ½" Iron rod set for an Interior ell corner of the herein described tract, common to the southernmost southeastern corner of a 10.00 acre tract of land conveyed to Billy and Vivian Ferris in Document No. 2004184997, Official Public Records of Travis County, Texas
- THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said 10.00 acre Ferris tract, the following two (2) courses and distances numbered 1 and 2,
  - 1. N27°39'33"E, a distance of 549.09 feet to a capped ½" iron rod set for an interior eli corner of said 10.00 acre Ferris
  - S62°09'22"E, a distance of 500.60 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to the easternmost southeastern corner of said 10.00 acre Ferris tract, also being in the western right-ofway line of said Eiroy Road,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said Elroy Road, \$27°39'11"W, a distance of 609.03 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to the northeastern corner of a 2.000 acre tract conveyed to John C, Mackno in Document No. 2011069021, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, said 2.000 acre Mackno tract, and a 111.20 acre tract conveyed to John C. Mackno in Document No. 1999145080, Official Public Records of Travis County, Texas, N62°09'23"W, a distance of 3229.41 feet to a square pipe found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwesterly corner of said 45.25 acre tract, and the northwest corner of said 111.20 acre tract,

1036,462 ACRES THOMAS B. WESTBROOK SURVEY NO. 5 WILLIAM LEWIS, SR. SURVEY NO. 2 PETER C. HARRISON SURVEY NO. 3 TRAVIS COUNTY, TEXAS **ALTA SURVEY** 

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1 sald 111,20 acre John C. Mackno tract, S28°17'30"W, a distance of 1186,16 feet to a 1/2" Iron rod found for a southeasterly corner of the hereIn described tract, common to the southeasterly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwest corner of sald 111.20 acre John C. Mackno tract, and in the north line of a sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 said 111.20 acre John C. Mackno tract, S46°55'33"E, a distance of 1829,96 feet to a 1/2" Iron rod found for a southeasterly corner of the herein described tract, common to the northeasterly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southerly corner of said 111,20 acre John C. Mackno tract, and a northwesterly corner of Lot 1, Elroy Estates Subdivision, a subdivision recorded in Book 49, Page 46, in the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following two (2) courses and distances numbered 1 and 2,

- 1. S42°11'16"W, a distance of 600.26 feet to a ½" iron rod found for an easterly corner of the herein described tract,
- 2. S46°52'24"E, a distance of 436.01 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the westerly right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, ILC, now known as Circuit of the Americas, ILC, tract 10 and the west right-of-way line of said Elroy Road, \$42°41'24"W, a distance of 49.54 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the northeast corner of Lot 4 of the sald Elroy Estates Subdivision,

THENCE, leaving the said westerly right-of-way line of Eiroy Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Eiroy Estates Subdivision, the following three (3) courses and distances numbered 1 through 3,

- 1. N47°00'42"W, a distance of 435.58 feet to a ½" Iron rod found for an easterly corner of the herein described tract,
- 2. S42°31'39"W, a distance of 551.97 feet to a ½" Iron rod found for an easterly corner of the herein described tract,
- 3. S41°52'05"W, a distance of 439.23 feet to a 1/2" Iron rod found for a southeasterly corner of the herein described tract, common to an easterly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of F.M. Highway 812 (100' R.O.W.)

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said F.M. Highway 812, the following four (4) courses and distances numbered 1 through 4,

- 1. N48°48'02"W, a distance of 196,73 feet to a concrete monument found for a point of curvature to the right and a southerly corner of the herein described tract,
- With said curve to the right having a radius of 5679,00 feet, an arc length of 5,10 feet, and whose chord bears N49°09'13"W, a distance of 5.10 feet to a ½" Iron rod set, for the point of curvature to the right and a southerly corner of the herein described tract,
- With sald curve to the right having a radius of 5679.00 feet, an arc length of 194.92 feet, and whose chord bears N48°08'41"W, a distance of 194.91 feet to a concrete monument found for a southerly corner of the herein described
- 4. N46°55'26"W, a distance of 3.72 feet to a %" Iron rod set for a southerly corner of the herein described tract, common to the southeast corner of Lot 10 of the sald Elroy Estates Subdivision, a southerly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of said F.M. Highway 812,

THENCE, leaving the said westerly right-of-way line of F.M. Highway 812, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Lot 10, the following three (3) courses and distances numbered 1 through 3,

- 1, N42°16'18"E, a distance of 441.05 feet to a ½" iron rod found for a southerly corner of the herein described tract,
- 2. N47°47'17"W, a distance of 199.84 feet to a ½" Iron rod found for a southerly corner of the herein described tract,

1036,462 ACRES THOMAS B, WESTBROOK SURVEY NO. 5 WILLIAM LEWIS, SR. SURVEY NO. 2 PETER C. HARRISON SURVEY NO. 3 TRAVIS COUNTY, TEXAS **ALTA SURVEY** 

3. S42°08'07"W, a distance of 438.05 feet to a ½" Iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of sald F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the north right-of-way line of said F.M. Highway 812, N47°28'04"W, a distance of 60.42 feet to a ½" iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the southeast corner of Lot 12 of the sold Elroy Estates Subdivision,

THENCE, leaving the said northerly right-of-way line of F.M. Highway 812 and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following four (4) courses and distances numbered 1 through 4,

- 1. N42°10'31"E, a distance of 250.03 feet to a ½" iron rod found for a southerly corner of the herein described tract,
- N47°04'51"W, a distance of 374.26 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
- 3. N42°32'28"E, a distance of 182.69 feet to a 1/2" Iron rod set for a southerly corner of the herein described tract,
- N47°57'02"W, a distance of 856.17 feet to a ½" Iron rod set for a southerly corner of the herein described tract, common to the northwest corner of Lot 18 of the said Elroy Estates Subdivision, Lot 1, S. Laws Addition, a subdivision recorded in Book 82, Pg. 390, in the Plat Records of Travis County, Texas, the southwest corner of a tract conveyed to Travis County WCID # 17 recorded in Vol. 1915, Pg. 68, in the Deed Records of Travis County, Texas, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Travis County WCID # 17 tract, the following three (3) courses and distances numbered 1 through 3,

- 1. N28°14'02"E, a distance of 151.10 feet to a ½" iron rod found for a southerly corner of the herein described tract,
- N61°59'27"W, a distance of 150.55 feet to a 1/2" Iron rod found for a southerly corner of the herein described tract,
- \$28°19'34"W, a distance of 74.95 feet to a ½" Iron rod found for a southerly corner of the herein described tract, common to the northeast corner of Lot 2 of the said S. Laws Addition, a point in the west line of said Travis County #17 tract, and a southerly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the said S. Laws Addition, N61°51'18"W, a distance of 339.49 feet to a 1/2" Iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, the northwest corner of Lot 3 of the sald S. Laws Addition, and in the east right-of-way line of Piland Triangle (50' R.O.W.),

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Pliand Triangle, the following two (2) courses and distances numbered 1 and 2,

- 1. N28°47′01″E, a distance of 680.00 feet to a 60D nall set in an 8" mesquite tree for a southerly corner of the herein
- 2. N29°54'15"W, a distance of 32.55 feet to a fence post found for a southerly corner of the herein described tract, common to a westerly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-ofway line of said Piland Triangle,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of said Piland Triangle, the following five (5) courses and distances numbered 1 through 5,

- 1. N62°49'49"W, a distance of 305.60 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
- 2. N63°37'30"W, a distance of 353.13 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
- 3. N62°38'37"W, a distance of 428,27 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
- 4. N61°51'36"W, a distance of 327.11 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
- N60°36'16"W, a distance of 340.85 feet to a 1/2" Iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said FM 812,

1036.462 ACRES
THOMAS B. WESTBROOK SURVEY NO. 5
WILLIAM LEWIS, SR. SURVEY NO. 2
PETER C. HARRISON SURVEY NO. 2
TRAVIS COUNTY, TEXAS
ALTA SURVEY

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of sald FM 812, the following two (2) courses and distances numbered 1 and 2,

- N61°00′18″W, a distance of 75.36 feet to a concrete monument found for a southerly corner of the herein described tract,
- N62°27′58″W, a distance of 1464.39 feet to a ¾″ iron rod set for the southwesterly corner of the herein described tract, common to the southeasterly corner of a 29.48 acre tract conveyed to Revelle Real Estate, LP., recorded in Document Number 2006020233, the southwesterly corner of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of sald F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and said 29,48 acre tract, N27°17'06"E, a distance of 1673.66 feet to a 1/2" iron rod set for a westerly corner of the herein described tract, common to a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 29.48 acre tract, the following three (3) courses and distances numbered 1 through 3,

- 1. N26°56′54″E, a distance of 147.63 feet to a 60D found for an interior eli corner of the herein described tract,
- 2. N64°16'47"W, a distance of 226.68 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
- 3, N64°30′52″W, a distance of 402.60 feet to a ½″ Iron rod found for a southerly corner of the herein described tract, common to the northwesterly corner of sald 29.48 acre tract, the northeasterly corner of a 27.85 acre tract conveyed to Tim and Karol Reinhardt, recorded in Volume 7863, Page 468, of the Official Public Records of Travis County, Texas, and a southerly comer of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 27.85 acre tract, N64°03'18"W, a distance of 786.94 feet to a ½" Iron rod found for a southwesterly corner of the herein described tract, common to the southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, a northwesterly corner of said 27.85 acre tract and an easterly corner of a 13.96 acre tract conveyed to Ralph Reinhardt recorded in Volume 7388, Page 98, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 13.96 acre tract, N27°03'46"E, a distance of 1655.78 feet to a 3/4" iron rod found for a westerly corner of the herein described tract, common to a northeasterly corner of said 13.96 acre tract, and a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, in the south line of McAngus Road (70' R.O.W.)

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, S62°25′27″E, a distance of 223.44 feet to a capped iron rod found for a interior ell corner of the herein described tract, common to a interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, 518°44′47″E, a distance of 62.72 feet to a ½" fron rod set for a interior ell corner of the herein described tract, common to a interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and in the south line of a 40' wide lane, also the south line of a 20' wide strip of land conveyed to Travis County, recorded in Volume 180, Page 422 of the Travis County Deed Records,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, said 40' lane and said 20' wide strip, the following two (2) courses and distances numbered 1 and 2,

- 1. 563°05'34"E, a distance of 1118.33 feet to a 1/4" capped Iron rod found for an interior ell corner of the herein described tract,
- S61°49'54"E, a distance of 21,60 feet to a capped iron rod found for an interior ell corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

1036,462 ACRES THOMAS B. WESTBROOK SURVEY NO. 5 WILLIAM LEWIS, SR. SURVEY NO. 2 PETER C. HARRISON SURVEY NO. 3 TRAVIS COUNTY, TEXAS ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said 40' lane, the following two (2) courses and distances numbered 1 and 2,

- N26°25'19"E, a distance of 41.57 feet to a capped iron rod found for an interior ell corner of the herein described tract.
- 2. N62°36'14"W, a distance of 1109.37 feet to a %" iron rod found for a southwesterly corner of the herein described tract, common to a southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and in the east right-of-way of said McAngus Road

THENCE, with the common boundary line of sald AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and sald McAngus Road, the following two (2) courses and distances numbered 1 and 2,

- N28°03'40"E, a distance of 1799.29 feet to a capped Iron rod found for a westerly corner of the herein described fract.
- N28°04'35"E, a distance of 946.76 feet to a concrete nail set for a northwesterly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and a southwesterly corner of a tract conveyed to Eiroy Farm, LLC, recorded in Document Number 2008187350 of the Official Public Records of Travis County, Texas, in the east right-of-way line of said McAngus Road,

THENCE, leaving east right-of-way of said McAngus Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said Elroy Farm tract, the following two (2) courses and distances numbered 1 and 2,

- 1. \$62°28'09"E, a distance of 1825.63 feet to a X" Iron rod found for a northerly corner of the herein described tract,
- 2. S62°34′42″E, a distance of 850.71 feet to a 3″ pipe post found for a northerly corner of the herein described tract, common to a southeasterly corner of said Elroy Farm tract, the southwest corner of a 9.04 acre tract conveyed to Matthew and Rebekah Collins, recorded in Document Number 2001054546 of the Official Public Records of Travis County, Texas, and in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, S63°09'43"E, a distance of 2678.34 feet to a ½" iron rod found for a northerly corner of the herein described tract, common to a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southeasterly corner of Lot 4, Elroy Acres, a subdivision recorded in Book 76, Page 398 of the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said Elroy Acres tract, N27°15′44″E, a distance of 397.43 feet to a 3/4″ fron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 10.035 acre tract conveyed to Dale and Judy Murrow, recorded in Volume 12916, Page 521 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 10.035 acre tract, S62°03′00″E, a distance of 296,84 feet to a 5/8″ iron rod found for a northerly corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, a southeasterly corner of said 10.035 acre tract and a southwesterly corner of a 10.062 acre tract conveyed to Abacu Perez, recorded in Document Number 2010038038 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said Circuit of the Americas tract, and said 10,035 acre tract, N27°17′54″E, a distance of 1477.27 feet to an iron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said Circuit of the Americas tract, and a northeasterly corner of said 10,035 acre tract, and in the south right-of-way line of said Eiroy Road, from which a ½″ iron rod found in the south right-of-way line of said Eiroy Road for the northeast corner of said Murrow tract bears N63°01′03″W, a distance of 296.07 feet,

THENCE, with the common boundary line of said Circuit of the Americas tract, and south right-of-way line of said Eiroy road, 563°05'41"E, a distance of 295.70 feet to a 1/2" capped iron rod found for a northerly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5,

1036,462 ACRES
THOMAS B. WESTBROOK SURVEY NO. 5
WILLIAM LEWIS, SR. SURVEY NO. 2
PETER C. HARRISON SURVEY NO. 2
TRAVIS COUNTY, TEXAS
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, and south right-of-way line of said Elroy road, S62°59'06"E, a distance of 440.00 feet to a 1/2" iron rod set for a northeasterly corner of the herein described tract, common to the northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5 and the northwest corner of Odelia Terrace, a subdivision recorded in Volume 84, Page 21b of the Plat Records of Travis County, Texas, in the south right-of-way line of said Eiroy road from which a ½" iron rod found in the south right-of-way line of said Eiroy Road, for the northwest corner of lot 5 and the northeast corner of lot 4 of said Odelia Terrace bears S63°01'03"E, a distance of 439,03 feet,

THENCE, leaving said southerly right-of-way line of Elroy Road and with the boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, S27°17′00″W, a distance of 1488.63 feet to a ½″ iron rod found for the southeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 21.929 acre tract conveyed to Sterling and Olive Hobbs, recorded in Volume 11735, Page 728 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 21.929 acre Hobbs tract, S61°58'43"E, a distance of 1320,82 feet to a ½" square pipe found in the south boundary line of said 21.929 acre tract common to a point in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and the southwest corner of a 29.758 acre tract conveyed to Thomas and Vickle Lincoln in Document Number 2002142611 of the Official Public Records of Travis County, Texas,

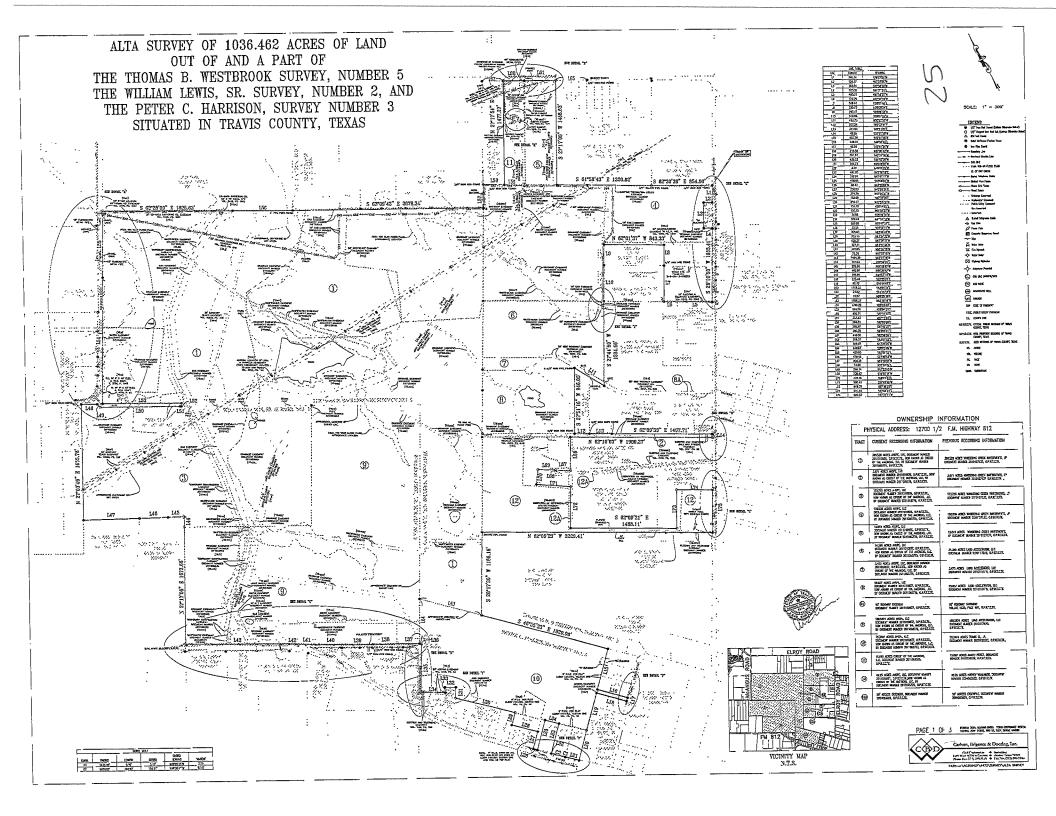
THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 29.758 acre Lincoln tract, S62°30'38"E, a distance of 854.90 feet to the POINT OF BEGINNING of the herein described tract, and containing 1036.462 acres of land.

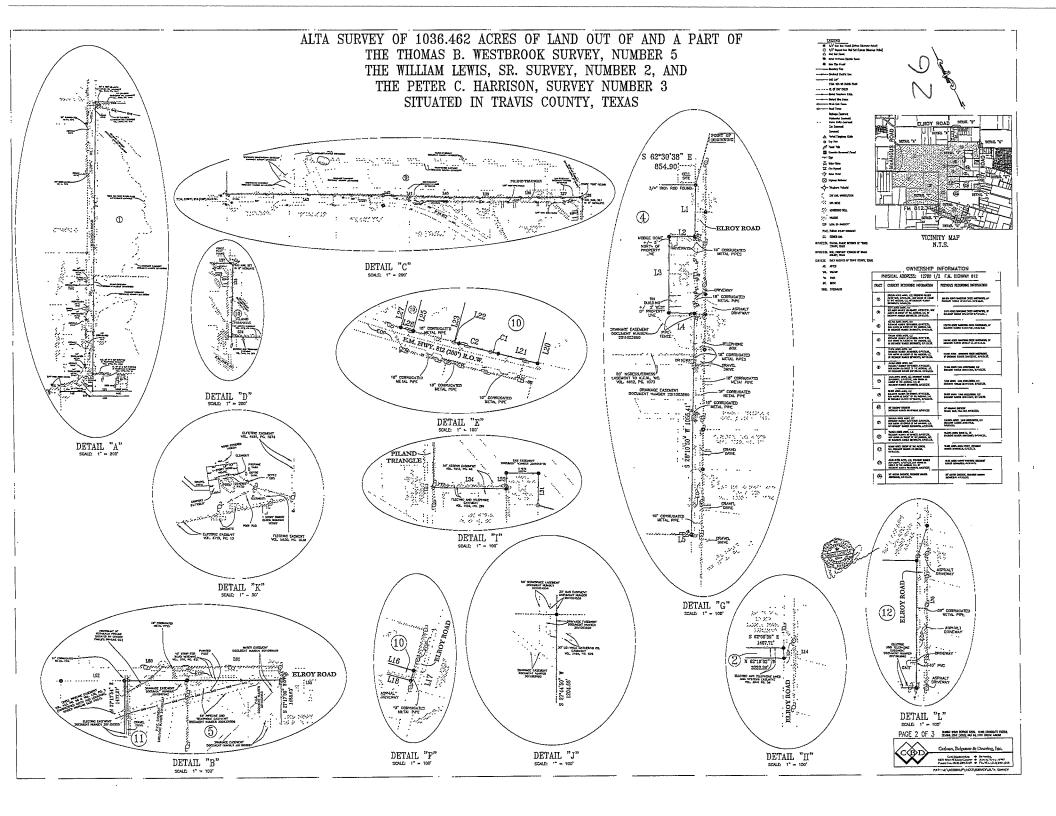
Surveyed by:

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph; 512-280-5160 Fax; 512-280-5165

aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83,





## ALTA SURVEY OF 1036.462 ACRES OF LAND OUT OF AND A PART OF THE THOMAS B. WESTBROOK SURVEY, NUMBER 5

THE WILLIAM LEWIS, SR. SURVEY, NUMBER 2, AND THE PETER C. HARRISON, SURVEY NUMBER 3 SITUATED IN TRAVIS COUNTY, TEXAS

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16 MARCH 2011 - UPDATED AS PER COMMENTS RECEMED 15 MARCH 2011 14 APR 2011 - REMISED EXEMENT 12 REMOVED GATE & EART ROL & REMOVE FENCE AT MY CORNER OF TRACE A RELICATE POSITION OF CAS LINE EXSELENT RELEASED IN DOCUMENT NO. 201;014555 FROM FACE OF SURVEY

PACE OF SURVEY

D2 HAY 2011 — UPDATED HOTES TO INCLUDE ALL

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03 MAY 2011 — AUDED 10,030 ACRE PEREZ TUACT TO SURVEY

14 June 2011 - Updated Chinership Wile Change

18 SEPTEMBER 2011 - UPBATED SURVEY BASED ON TIPL COMMINDAT EFFECTIVE BATE SEPTEMBER 1, 2011

12 OCTOBER 2011 - UPDATED SURVEY TO ADD TRACT 9 TO TILLY BARK, OF SCHEDULE B. UPDATED OWERHEAD LINES ON DETAIL TO

12 JANUARY 2012 - ADDED HAVE TO

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OWNERSHIP INFORMATION

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## **Event Dates and Times**

Dates of Event:

November 16<sup>th</sup>, 2012

November 17<sup>th</sup>, 2012

November 18<sup>th</sup>, 2012

**Event Time:** 

6am - 11pm

\*These hours reflect the total event hours each day, including event set-up operations, race, and event closing operations.

These hours do not reflect the hours the venue will be open to

the public, which hours have not yet been announced.

## Maximum Attendance Allowed

Promoter anticipates reaching a maximum attendance of 250,000 persons over the course of the three day event. Maximum number of attendees will be controlled by the requirement that all persons entering the venue requires must present an event ticket for that specific day of entry.

## Name and Address of the Performer and Agent

Performer Name:

Formula One Management, Ltd

Address:

6 Princes Gate

Knightsbridge, London SW7 1QJ

Agent Name:

No agent for performer

## Description of Agreement Between

## Promoter and the Performer

Description:

10-year contract for Formula One Management, LTD

(Performer) to bring the series to the Circuit of the

Americas (Promoter)

# Item 11 <u>Sanitation and Health Standards</u>

## HACCP/FOOD SAFETY PROGRAM

Food safety is extremely important to our company. Our customers and clients trust us to set high standards, and we cannot allow that trust to be shaken by the occurrence of even one foodborne illness incident. We have always tried to be one step ahead when it comes to quality and food safety, and that is why our company's Hazard Analysis Critical Control Point (HACCP) program is so important.

I am asking for everyone's support and compliance with the HACCP program. If you and all of your employees consistently follow our company's food safety standards and HACCP recordkeeping requirements, Sodexo will have the highest quality and safest food service in our industry.

Thank you for your commitment. Sincerely.

George Chavel
President & CEO
9801 Washingtonian Blvd., Galthersburg, MD 20878
www.sodexo.com

## HACCP/FOOD SAFETY PROGRAM

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#### I. INTRODUCTION

#### A. HACCP PROGRAM FOR THE FOOD SERVICE INDUSTRY

HACCP (Hazard Analysis Critical Control Point) is a concept first used by Pillsbury Company to ensure the safety of food prepared for astronauts in the NASA space program. Many U.S. and Canadian health departments have begun to incorporate HACCP in their inspections. Sodexho has developed a HACCP program that addresses the specific needs of our company. This program complies with the U.S. Food & Drug Administration (FDA) Food Code.

HACCP is a comprehensive food safety and self-inspection system that goes beyond routine inspections of equipment and appearance and helps uncover and solve dangerous defects in food handling.

HACCP looks at the flow of potentially hazardous foods—the path that food travels throughout the food service operation. We must follow this path from recipe development through delivery of products, storage, preparation, holding or displaying, serving, cooling and storing leftovers for the following day, and reheating

- o Ground Beef Policy
- o Egg Policy
- o Safe Handling of Melon
- o Product Labeling & Dating Guide -- U.S.
- o Food & Bey. Supplied by Customers
- o Clean Plate Alert
- o Handwashing Policy
- o Empl. Health Notification
- o Food Safety Certification Requirements
- o Employee Training Req.
- o Manager's Guide: New Employee Food Safety Training
- e VI, Food Safety Guidelines
  - o MSG What You Should Know
  - o Food Allergies or Sensitivity
  - o Safe Outdoor Service
  - o Cookouts (by Customers)
  - o Home Meal Replacement
  - o Food Donation Program
  - o Sushi / Sashimi Procedures
  - o CVP Fresh Chicken Procedures
  - o Fresh Fruits & Veg. Procedures
  - o Think Food Safety
  - o Foreign Objects in Food
  - o Unpast. Apple Juice Products
  - o Raw Sprouts Advisory
  - o Can Defects Poster
- VII, Sanitation
  - o Sanitation Self-Inspection Guide
  - o Facilities & Equipment Cleaning Guide
- o VIII. Questions & Answers
  - HACCP & Food Safety Questions
- o IX, Food Complaint Reporting Procedures
  - o Food Complaint Reporting Guidelines
  - o Hepatitis Facts
  - o Food Sampling Guidelines
  - o Form Food Complaint Report
  - o Form Hepatitis Questionnaire

## **Traffic Control**

- A. Traffic Management Plan
- B. Exposition Parking Agreement
- C. Public Safety
- D. Agreement Providing Fire Protection Services

# Item 12.A.

# Traffic Management Plan



# Traffic Management Plan

**Draft 1, May 21st, 2012** 

# Formula One United States Grand Prix

November 16-18, 2012, Austin, TX USA

# Circuit of The Americas 2012 Formula One United States Grand Prix Transportation Management Plan

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Qualifications

This traffic and transportation plan is based on the needs and requests of the Circuit of The Americas (COTA). This plan is based from experiences of the security and transportation task force and the intricacies of COTA. This plan is a work in progress and will continue to develop as information becomes readily available. Public safety and emergency services are the highest priority in the development of this plan.

Introduction

Circuit of The Americas (COTA), located in Travis County, TX, approximately 16 miles southeast of the central business district of the City of Austin, on FM Highway 812, 2 miles east of SH 130, was selected to host the 2012 United States Grand Prix. This important and prestigious United States Grand Prix racing event will occur over three days on November16 through 18, 2012, with Sunday, November 18 having the largest expected attendance of approximately 120,000 attendees. It is important, not only for the economic impact it will bring to the region, but also for the worldwide attention this event will bring to City of Austin, Travis County, and the State of Texas.

This large event will add a significant volume of traffic to local roadways surrounding COTA as well as traffic throughout greater Austin. With the goals, objectives, and the strategies presented in this working document, we intend to meet all challenges, including: sustainability initiatives; paved parking challenges; and any inconveniences to local residents and businesses. With the help of an integral team of transportation, security and special events experts, we plan to safely and efficiently accommodate thousands of attendees using a variety of modes of transportation and proven techniques.

Recognizing the need to manage traffic flow both inside and outside of track property, COTA has commissioned Kimley-Horn and Associates, Inc. (Dallas) and Vasta & Associates, Inc. (Chicago) to assist in this plan. Kimley-Horn and Associates, Inc. is a traffic-engineering firm while Vasta & Associates, Inc. is a special events company that specializes in transportation planning and implementation for large events (for background information on Kimley-Horn and Associates, Inc., see www.kimley-horn.com and for Vasta & Associates, see www.vasta.com). The pertinent portions of the Traffic Control Plan details have been attached here to as Exhibit A.

#### **Organizations Involved**

Austin Bergstrom International Airport (ABIA)
Capital Metropolitan Transportation Authority(CapMetro)
Carlson, Brigance, & Doering Inc. (CBD)
Circuit of The Americas (COTA)
City of Austin Convention and Visitors Bureau (Austin CVB)
City of Austin (COA)
Fd2s-Wayfinding Consultants (fd2s)
Kimley-Horn and Associates, Inc. (KHA)
League of Bicycle Voters (LBV)
Texas Department of Transportation (TxDoT)
Travis County (TC)
Vasta & Associates, Inc. (VAI)

**Mission Statement** 

Ensure safe and effective transportation during the 2012 Formula One United States Grand Prix weekend event(s) for spectators, participants, media, sponsors, staff, volunteers, and special guests.

General Over<u>view</u>

The staging of the 2012 United States Grand Prix presents a number of challenges that will need to be overcome. One key challenge of a successful Formula One event will be to provide safe and efficient transportation through various systems to and from a track that is located in a unique rural environment with limited roadways and access points. A variety of park & ride operations, shuttles, and other resources and strategies will be utilized to overcome these challenges.

Due to the limitations of the existing infrastructure surrounding COTA, it will be critical to look at this plan in a series of rings that will affect traffic throughout all of greater Austin. The provided transportation plan will be based on the input and lessons learned from past Formula One Grand Prix events, special events in Austin, and other motor racing events in the United States. Developing a flexible and accurate transportation plan will also require a close examination of the how the race will impact the existing transportation network throughout Austin. In order to bring successful results to COTA, the following four major areas will need to be addressed:

To establish a transportation system and services that 1. respond to the unique needs of visitors, participants and staff with a minimum disruption to the existing travel activities and resources within the local community.

- To maximize the use of both private and public resources, **Existing Facilities:** 2. such as equipment, facilities, parking lots, and vacant space or real estate.
- To balance travel demand by mode to minimize traffic Levels of Service: 3. delays and congestion to both visitors and residents while meeting sustainability and green initiatives. Accommodate the mass of spectators and to separately accommodate a level of VIP attendees such as Formula One officials, COTA officials, local officials, media, participants, owners, sponsors, and other stakeholders.
- To assure that information regarding transportation choices Awareness: 4. and services is readily available and understood by attendees, staff, vendors, media, and the local community. Develop and share the plan in a timeline as part of the vital marketing and public relations plan (PR) to coincide with the COTA's overall public relations and other agencies PR plans.

#### **Objectives**

The four basic objectives of the security / transportation task force are:

- To safely transport all track patrons to and from COTA with minimal disruption 1. to local residents and businesses.
- To transport key personnel (F1 Officials, COTA Officials, and participants), 2. media, sponsors, support staff, and ticketed patrons in the safest and most efficient manner possible, utilizing designated routes, parking options, shuttles, car pools, event strategies, and other sustainable practices and sustainable incentives;
- To inform and assist all local residents with their options and maintain minimal 3. disruption to their normal traffic flow;
- To assist the responsible traffic and law enforcement agencies to ensure a 4. functional flow of traffic (both vehicular and pedestrian) and parking during the Formula One and any other large movements for that week.

## Airport Operations

Under development with City of Austin, Department of Aviation.

## Schedule of Events (under development)

Monday, November 12

Tuesday, November 13

Wednesday, November 14

Thursday, November 15

• Formula One practice, 10am to 4pm

Friday, November 16

- Spectator shuttles, 8am to 7pm (start/end times under development)
- Formula One Practice Sessions 1 and 2, 10am to 4pm

Saturday, November 17

- Spectator shuttles, 8am to 7pm (start/end times under development)
- Formula One Practice Session 3 and Qualifying, 10am to 4pm

Sunday, November 18 ---- United States Formula One Grand Prix, 1:00 pm

• Spectator shuttles, 7am to 8pm (start/end times under development)

#### **Communications and Public Relations**

The internal and external communication capabilities surrounding the Formula One are vital to successfully operating an event of this size, and Circuit of The Americas is committed to communicating information pertaining to its transportation plan to the appropriate groups and individuals. This part of the plan will fall under COTA's Communications Department. The plan will coordinate communications from officials representing all city, county and state agencies involved with executing the transportation plan, and then at the appropriate times will be disseminated with ongoing updates to all key stakeholders and audiences (See Figure 6).

Internal Signage

Enhanced signing "Way finding" will be in place to guide patrons through the internal roadways and into the proper seating or parking lots of COTA. The environmental graphic design firm fd2s has been hired by COTA to design and implement this plan. Exit signs will also be necessary, as some vehicles may be forced to exit a different way that they may have entered into COTA lots in order to improve the exit operation. Trailblazer signs leading to exits, SH 130 and other major roadways will be used where beneficial to traffic flow. A specific sign schedule will be developed with exact locations of where enhanced signing will be located.

**On-Site Parking** 

COTA will have approximately 17,000 on-site parking spaces reserved for pre-paid suite holders, certain ticket holders, participants, media, and other designees. Parking will involve best efforts to coordinate with the ticket purchase proximity (parking to seating) in order to minimize walking distances and coordinate pedestrian flow.

**COTA On-Site Parking Estimations** 

DEGLOST WIGHT	GROUP	QTY. OF SPACES
DESIGNATION		
Lot A	Ticket holders	3192
Lot B	Ticket holders	178
Lot C	Ticket holders	645
Lot D	Ticket holders	199
Lot E	Ticket holders	535
Lot F	Ticket holders	5060
Lot G	Ticket holders	370
Lot H	Ticket holders	690
Lot J	Ticket holders	389
Lot K	Ticket holders	535
Lot L	Ticket holders	2600
Lot M	Ticket holders	965
Lot N	Ticket holders	Future lot
Lot P	Ticket holders	2480
Orange Lot (McAngus Rd.)	Bus Shuttle to Expo Ctr.	Loading est. 15-30 buses
Orange Lot	Bus Shuttle to Airport	
Blue Lot (McAngus Rd.)	Bus Shuttle to downtown	Loading est. 26-52 buses
Yellow Lot (McAngus Rd.)	Taxi cabs	TBD

#### **Off-Site Parking**

Off-site parking locations are currently under negotiation with the Travis County Expo Center, Travis County, City of Austin, and Capital Metro Transit in order to facilitate a park-n-ride operation to COTA.

The park-n-ride lots will drop patrons on-site at bus depot areas currently being developed on the NW corner of COTA property. There will be a minimum of two (2) bus depot areas in this area accessible exclusively for buses near McAngus and Elroy Roads.

**Parking Permits** 

Parking permits will be issued long with the tickets no later than four weeks prior to event.

Parking permits will be in the form of a hanging tag and will be approximately 4" by 7" with driving/parking instructions printed on the back. Permits shall be displayed at all times while vehicles are parked in their appropriate parking lot (See Figure 8).

All vehicles will be required to have a permit to access vicinity points on all roads leading into COTA, and to access their appropriate parking lot. Vehicles will not be allowed in and out privileges.

COTA will work with area residents and businesses to ensure that all parties have access to their residences and businesses at all times during the event.

**Limousine Parking** 

Limousines will be parked in the appropriate lot for which they purchased parking as their permits designate. All patrons will disembark their chauffeured vehicles from their parking space and also return to their parked vehicles. No drop-offs or pick-ups will be allowed. The COTA parking attendants will attempt to park all chauffeured vehicles at the front of their respective lots as a courtesy to those patrons who have contracted chauffeured vehicles. As the parking lots become filled closer to the start of events, attendants will make appropriate decisions to fill all available parking spaces.

There will be dialogue and correspondence with the Texas Limousine Association in order to estimate the number of chauffeured vehicles attending this event. Parking permits for any vehicles, including limousines are required, and must be obtained from COTA.

Charter Buses

Groups chartering buses will require the purchase of a Charter Bus Parking Permit from COTA. Charter buses will be designated to park on-site at one of the COTA lots TBD. In and out privileges will not be allowed for private charter buses.

Bicycle Access

People choosing to ride a bicycle to the event will not be able to ride onto COTA property. Bicyclists will be able to park and lock their bikes in a bicycle depot located at the corner of Moore Bridge Rd. and FM 973. From there, bicyclists will be shuttled to the Bus depot lot on McAngus road. The suggested route for bicyclists from downtown Austin is presented in the attached documents (see Figure 1).

Cash Parking Lots (day of the event)

Cash parking lots will not be available on-site at COTA. Cash parking lots may be available at the following locations on a first come-first served basis: TBD

**Hotel Shuttles** 

Taxis and hotel complimentary shuttle service to and from COTA will not be allowed into the facility. Hotel shuttles will be allowed to shuttle to/from the COTA park-n-ride lots.

**Directions to Taxi Lot** 

Taxis will only be allowed to enter COTA property at McAngus and Elroy Roads. The preferred route to access this parking lot facility is:

- 1. From downtown, proceed to SH45/130 Toll Road.
- 2. Travel South on SH45/130 exit on Elroy Rd.. Turn left onto Elroy Rd.
- 3. Travel East on Elroy Rd. to McAngus Rd. Turn Right onto McAngus Rd.
- 4. Proceed on McAngus Rd. to Taxi lot.

## Directions to On-site parking lots

COTA Lot's - A, B, C, D, E, F (9,809 approximate parking spaces)

From SH 45 / 130 Toll Rd. (Northbound / Southbound)

- 1. Exit FM 812.
- 2. Proceed eastbound on FM 812 to COTA entrance.

COTA Lot's - G, H, J, K, L, M (5,494 approximate parking spaces)

From SH 45 / 130 Toll Rd. (Northbound / Southbound)

- 1. Exit Pearce Ln. Turn left and proceed East to Kellam Rd.
- 2. Turn right on Kellam Rd. and proceed South to COTA entrance.

COTA Lot P (2,480 approximate parking spaces)

From SH 45 /130 Toll Rd. (Northbound /Southbound)

- 1. Exit FM 812 and travel eastbound on FM 812.
- 2. Proceed eastbound on FM 812. Turn Left on Elroy Road.
- 3. Proceed on Elroy Road to COTA Lot P.

#### McAngus Bus Lots - Blue and Orange

From SH 45 / 130 Toll Rd. (Northbound / Southbound)

- 1. Exit Pearce Lane.
- 2. Travel East on Pearce Lane to FM 973. Go South on FM 973 to McAngus Rd.
- 3. Turn left onto McAngus Rd. to Lot on right side before Elroy Rd.

## Park-n-Ride Locations

**Downtown @ Waterloo Park:** Utilizing parking spaces at Capitol Garages and numerous other downtown parking options.

Travis County Expo Center: Located at the intersection of FM 3177 and Loyola Lane.

### **Bus Shuttle Routes**

#### Downtown @ Waterloo Park:

#### To COTA

- Depart load zone at Trinity and 15<sup>th</sup> Street.
- 2. Travel North on Trinity to MLK Blvd. Turn Right onto MLK.
- 3. Proceed East on MLK to SH 130.
- 4. Take the Southbound exit onto SH 130 and Proceed to Elroy Rd.
- 5. Take a Right on Elroy Rd. to FM 973.
- 6. Go South on FM 973 to McAngus Road. Turn Left.
- 7. Proceed on McAngus Road to Bus-depot lots.

### From COTA

- 1. Exit Bus lot onto McAngus Road heading north.
- 2. At Elroy, turn Left and proceed to SH 130. Go North on SH 130.
- 3. Exit at FM 969 and head west on FM 969 (MLK).
- 4. Travel West on MLK to IH-35 frontage Rd. Turn left and proceed South.
- 5. Travel South to 15<sup>th</sup> St. and turn Right. Travel west on 15<sup>th</sup> St. to Trinity.
- 6. Turn right on Trinity and proceed North to Load-zone.

# Travis County Expo Center:

#### To COTA

- 1. Depart Expo Center on to Decker Lane travelling east.
- 2. Turn Left onto FM 973 and proceed to SH 130.

- 3. Go South on SH 130 to Elroy Rd. Exit Elroy Rd. and Turn Right.
- 4. At FM 973 turn left and head south to McAngus Road. Turn Left on McAngus.
- 5. Travel East on McAngus to Bus-depot lots.

#### From COTA

- 1. Exit Bus lot on to McAngus Road heading north.
- 2. At Elroy, turn Left and proceed to SH 130. Go North on SH 130.
- 3. Exit at FM 973 and turn left off exit.
- 4. Travel on FM 973 to Decker Lane.
- 5. Turn Right on Decker Lane and proceed to south entrance at Expo Center.

# **Temporary Closures and Forced Directional**

See Attachment 1

# Helicopter Surveillance / Fixed Wing Aircraft

TBD

## Command Centers

TBD (CCTV / surveillance of traffic flow on- and off-site).

# Sustainable "green" Practices

- Satellite park-n-ride locations, capable of transporting 80,000 people
- On-site parking will be limited to fewer than 18,000 spaces
- Actively seeking bus/motorcoach providers who have low-emission buses
- Bicycle access route, from downtown Austin is under development
- Bike riding incentives at park-n-ride locations
- Contra-flow lanes in and out of site will reduce idling vehicles
- Continuing to identify new ideas with the committee

## Future Improvements

Improvements that can increase traffic flow in the future:

- Construct additional lanes on existing roads out of COTA
- Construct new roads in/out of COTA
- Identify and use park-n-ride lots in closer proximity to COTA
- Construct a light-rail system to airport and COTA
- Construct a sustainable "green" parking garage at AUS and/or at COTA

# Figure 1: Bike Route

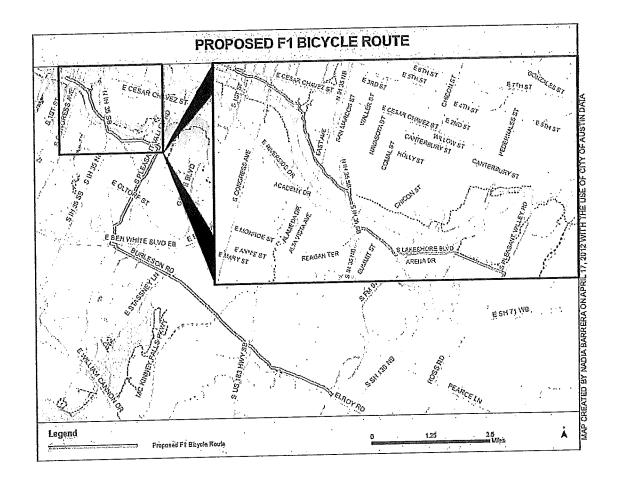


Figure 2: Bus Route, Travis County Expo

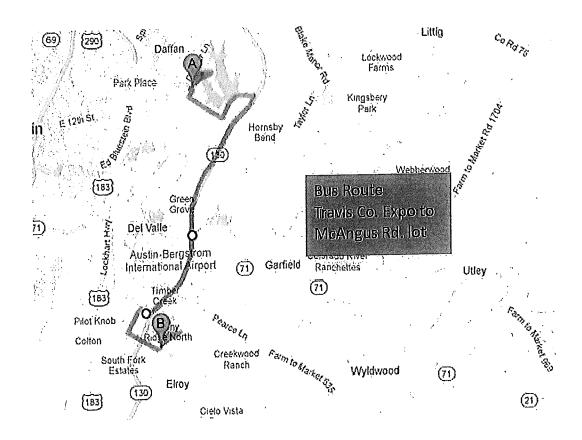
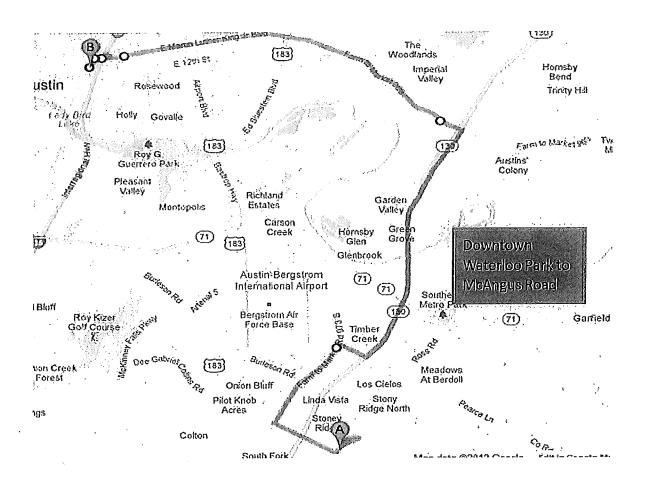


Figure 3: Bus Route Waterloo Park



# Figure 4: Website Language (First Phase)

A limited number of pre-paid parking permits or the COTA shuttle will be the only way to access the COTA area. There will be no cash parking on-site and roads leading into COTA will be restricted to permitted vehicles.

The recommended transportation to COTA is by the official shuttle bus network operated by COTA in partnership with the City of Austin, Travis County, and Capital Metro. Check here soon for details on where to pick-up the shuttle throughout greater Austin.

Parking permits may be purchased with your ticket purchase on a first come, first served basis. Please call 512-301-6600 for ticket and parking information or purchase online here starting June.

For those that anticipate having an on-site parking permit, we recommend obtaining a TxTag (toll tag) for your vehicle prior to the event. This will ensure easy access to, from, and along SH 130. You can sign-up your vehicle here: http://www.txtag.org/

Limos (or any chauffeured vehicle) will be required to have proper licensing in order to operate in greater Austin. Please see Marcy Cardona or call 512.974.1551 for the City's requirements.

Properly licensed limos will then require the proper parking placard to enter COTA and must follow the parking instructions on the back of that placard in order to enter. Limo operators can purchase their parking placard from COTA, or their client may have already purchased the parking placard. Please confer with your client.

Taxicabs will be required to have proper licensing in order to operate in greater Austin. Please see Marcy Cardona or call 512.974.1551 for the City's requirements.

Properly licensed taxis will then require the proper parking placard to enter COTA and must follow the parking instructions on the back of that placard in order to enter. Taxicabs must enter the Taxicab lot in order to unload or load. This will be strictly enforced.

Parking directions will be supplied with your parking permit and itis extremely important that these directions be followed! Or your access into COTA will be challenged.

Parking for Recreational Vehicles will require a pre-paid permit and will also be sold on first come, first served basis. Check back here, starting early June.

Parking for people with disabilities will require proper documentation submitted to COTA by November 10, 2011, by submitting your request and your State ID to info@circuitoftheamericas.com. All documentation will be reviewed to assure authenticity.

--Please continue to check the website here for the most current information--

## Figure 5: Parking Hang Tags (samples under development)

Draft disclaimer language on parking permits:

This parking permit is issued for ONE VEHICLE and will not be replaced if lost.

This parking permit is subject to the following conditions:

Parking lots are for the specific use of patrons who are attending the event.

Patrons utilizing the parking areas for any other purpose, or who in the opinion of management, are disturbing other patrons, loitering, or failing to enter the lot in a timely manner, may be asked to vacate the premises.

2) The failure of any person to obey the instruction, direction, or request of parking lot personnel or park signage may be subject to eviction from the parking lot and

forfeiture of this parking permit, without compensation.

Management is not responsible for, and assumes no liability arising from fire, theft, damage to, or loss of vehicle or any article therein while on park premises.

4) Resale or attempted resale of this parking permit is prohibited.

Any alteration of this parking permit is prohibited.

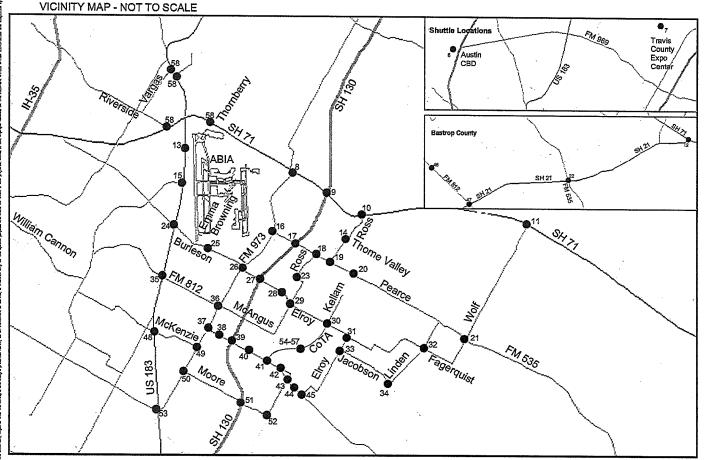
# TRAFFIC CONTROL PLAN PREPARED FOR THE 2012 UNITED STATES GRAND PRIX



CIRCUITOFTHE PAMERICAS

PLAN DEVELOPED: MAY 25, 2012

DAVID SWEAZY, VICE PRESIDENT, OPERATIONS 301 CONGRESS AVENUE, SUITE 220 AUSTIN, TXTSIO (512) 538-1458 DAVID.SWEAZY@CIRCUITOFTHEAMERICAS.COM



#### INDEX OF SHEETS

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- PLACEHOLDER (for potential future use)
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- Pre-Event Schematic With Kellam
- Pre-Event Schematic Without Kellam
- Post-Event Schematic With Kellam Post-Event Schematic - Without Kellam
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- - Pearce Lane & Ross Road (W) Pearce Lane & Ross Road (E)
- Pearce Lane & Kellam Road
- Pearce Lane & Wolf Lane
- SH 21 & FM 535
- 23 Ross Road & Heine Farm Road
- US 183 & Burleson Road
- Burleson Road & Emma Browning Avenue
- FM 973 & Elroy Road
- SH 130 & Elrov Road
- Elroy Road & Ross Road Elroy Road & McAngus Road
- Elroy Road & CoTA Boulevard/Kellam Road
- Elroy Road & Fagerquist Road
- Fagerquist Road & Linden Road Elroy Road & Jacobson Road
- Linden Road & Jacobson Road
- US 183 & FM 812
- FM 973 N & FM 812/McAngus Road
- FM 973 S & FM 812
- FM 812 Roadway Typical Section
- FM 812 & SH 130
- FM 812 Roadway Typical Section
- FM 812 & CoTA Boulevard
- FM 812 & Piland Triangle (W)
- FM 812 & Piland Triangle (E)
- FM 812 Roadway Typical Section
- FM 812 & Elroy Road
- 46 FM 812 Roadway Typical Section
- SH 21 & FM 812
- US 183 & McKenzie Road
- FM 973 & McKenzie Road
- FM 973 & Moore Road
- SH 130 & Moore Road
- Moore Road & Burklund Farms Road
- US 183 & FM 973
- 54-57 CoTA Boulevard
- 58-61 Interchange Ramps

**Detail Sheets** 

#### CONTACT INFORMATION

City of Austin Gary W. Schatz, P.E., PTOE Assistant Director Transportation Management 505 Barton Springs Road, Suite 800 Austin, TX 78704 512-974-7189 Gary.Schatz@austintexas.gov

Travis County David K. Greear, P.E. Traffic Program Manager Transportation and Natural Resources 411 W. 13th Street PO Box 1748 Austin, TX 78767 512-854-7650 David.Greear@co.travis.tx.us

Lt. Jose Escribano, Jr. Travis County Sheriff's Office PO Box 1748 Austin, TX 78767 512-854-9770 Jose, Escribano@co.travis.tx.us

TXDOT Imelda Barrott Director Transportation Operations - Austin 7901 N 1-35 Austin, TX 78753 512-832-7115 Imelda.Barrett@txdot.gov

Capital Metro Transportation Authority James W. Bush Transportation Coordinator Operations

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Jennifer A. Golech Transportation Planner Planning 2910 East Fifth Street Austin, TX 78702

512-369-6586 Jennifer.Gelech@capmetro.org

Circuit of The Americas David Sweazy

Vice President

Operations 301 Congress Avenue, Suite 220 512-536-1458

David.Sweazy@circultoftheamericas.com

Kimley-Horn and Associates, Inc. Aaron W. Nathan, P.E., AICP Vice President 801 Cherry Street, Unit 11, Suite 950 Fort Worlh, TX 76102 972-770-1300 Aaron.Nathan@kimley-hom.com

#### **GENERAL NOTES**

- 1. Necessary Operational Procedures:
- Set-up cones, vertical panels, and barricades in accordance with Pre-Event Plan:
- 1.2. Set-up temporary signs;
- 1.3. Cover existing conflicting signs;
- 1.4. Coordinate with all existing traffic signal owners to modify signal operations, as noted in the plans; and
- At the designated time (approximately 15 minutes after event start time), transition from Pre-Event Plan to Post-Event Plan.
- 2. Speeds shown on plans indicate design speeds for the traffic control plan.
- All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards.
- Any variations to the traffic control plan shall be approved by the Engineer, the City, and/or the County, as appropriate.
- Contractor shall provide access to all businesses and residences along roadways at all times.
- 6. Along all facilities with operations modified to full contra-flow, contractor shall place one-way (R6-1) signs at all public streets and driveways, except those driveways serving a single-family dwelling unit.

#### CONTRA-FLOW AND MODIFIED ROADWAY SEGMENTS

The following assumes Kellam Road between Elroy Road and Pearce Lane is constructed. FULL = all lanes operating in one direction PARTIAL = two-way traffic with operations modified from typical conditions

#### Pre-Event

- Pearce Lane from SH 130 SBFR to Kellam Road
- Kellam Road from Pearce Lane to Elrov Road
- McAngus Road from FM 973 to Elroy Road (excluding portion serving the Taxi lot)

## PARTIAL

- FM 812 from ~500' west of FM 973 N to CoTA Boulevard
- FM 812 from Travis County / Bastrop County line to SH 21

### Post-Event FULL

- Pearce Lane from Kellam Road to SH 130 NBFR
- Kellam Road from Eiroy Road to Pearce Lane
- McAngus Road from FM 973 to Elroy Road (excluding portion serving the Text lot)

#### PARTIAL.

- FM 812 from CoTA Boulevard to ~500' west of FM 973 N
- FM 812 from Elroy Road to SH 21

#### LIMITED ACCESS ROADWAY SEGMENTS

Shuttles, Taxis, and Local Residents Only (Pre- and Post-Event)

- Eirov Road from FM 973 to CoTA Boulevard
- FM 973 from Elroy Road to McAngus Road
- McAngus Road from FM 973 to Elroy Road

Emergency, CoTA Official, and Local Residents Only (Pre- and Post-Event)

- Moore Road from SH 130 to Maha Loop Road
- Maha Loop Road from Moore Road to Plland Triangle

#### SHUTTLE REQUIREMENTS

Downtown: 36,250 people (estimated)

@ 2 people / car = 18,125 parking spaces needed

Assumptions: 45 people / shuttle

80 minutes / trip = 3 trips in 4 hours

# of Shuttles = (36,250 people) / (45 people / shuttle) / (3 trips) = 269 shuttles

Expo Center: 36,250 people (estimated)

@ 2 people / car = 18,125 parking spaces needed

Assumptions: 45 people / shuttle

70 minutes / trips = 3 trips in 3.5 hours

# of Shuttles = (36,250 people) / (45 people / shuttle) / (3 trips) = 269 shuttles

Total: # of Shuttles to serve 72,500 people = 269 + 269 = 538 Shuttles

#### ON-SITE VEHICLE SERVICE TIME CALCULATIONS

(Service Time = Total time required to clear CoTA property, if all vehicles left simultaneously)

Assumes Kellam Road between Elroy Road and Pearce Lane is constructed.

17,000 Vehicles On-Site (estimated) +5,000 Other Vehicles (estimated) 22,000 Total Vehicles

#### Scenario 1 (700 vphpl)

Travel Lane Capacity = 700 vehicles / hour / lane # of Travel Lanes = 10 lanes (see Sheets 4A and 5A) System Capacity = 700 vehicles / hour / lane \* 10 lanes = 7,000 vehicles / hour

Service Time = 22,000 vehicles / 7,000 vehicles / hour = 3.14 hours

#### Scenario 2 (1,000 vphpl)

Travel Lane Capacity = 1,000 vehicles / hour / lane # of Travel Lanes = 10 lanes (see Sheets 4A and 5A) System Capacity = 1,000 vehicles / hour / lane \* 10 lanes = 10,000 vehicles / hour

Service Time = 22,000 vehicles / 10,000 vehicles / hour = 2,20 hours



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INFORMATION & GENERAL NOTES CONTACT

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	DOWNTOWN							
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	SH 71 & ROSS ROAD							
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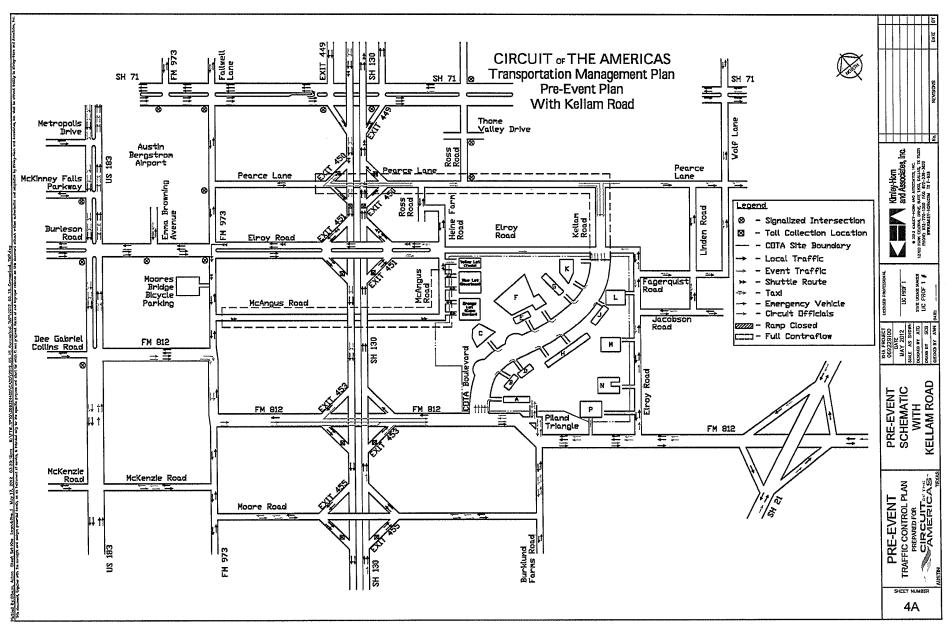
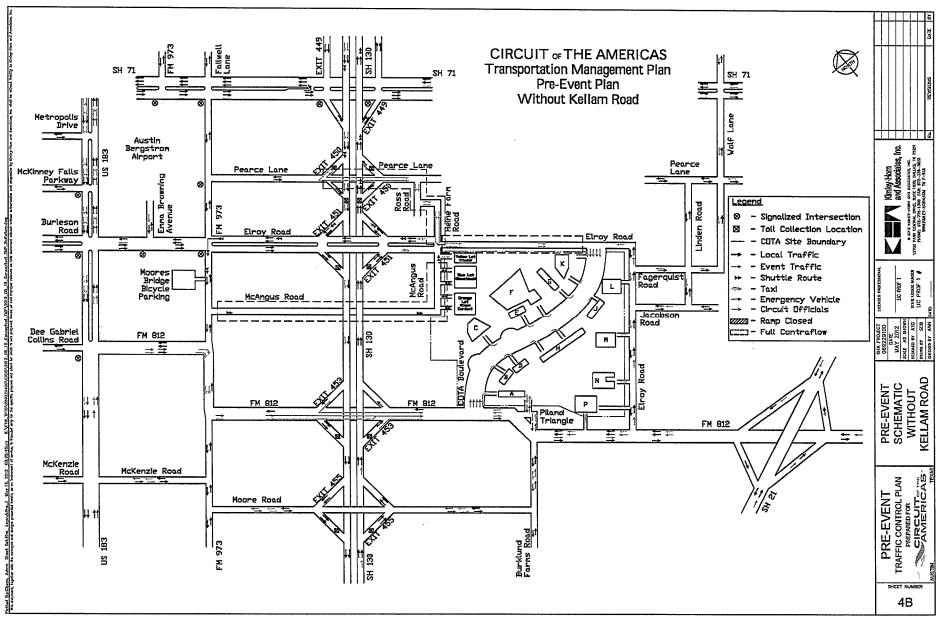
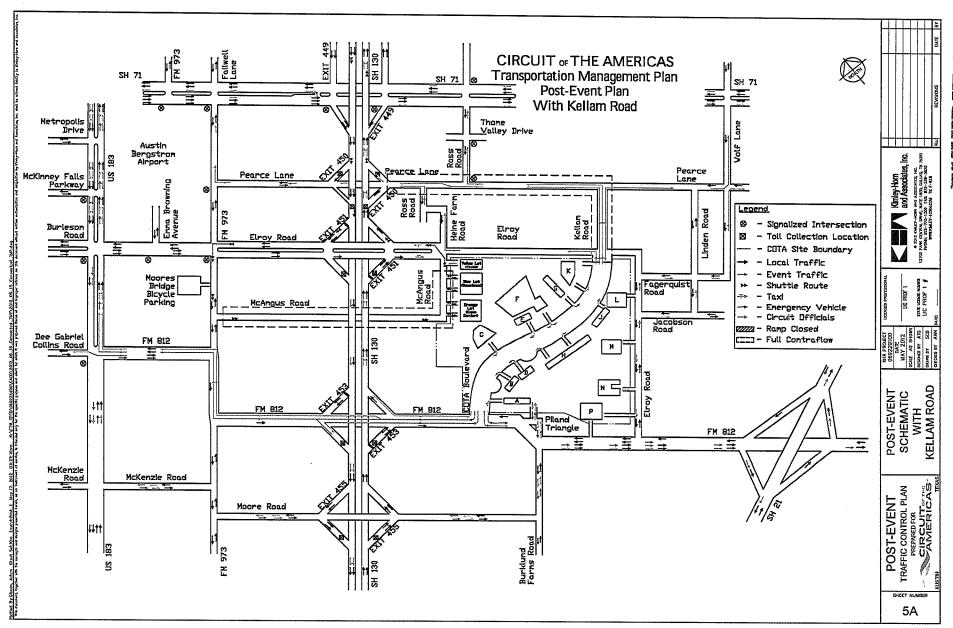
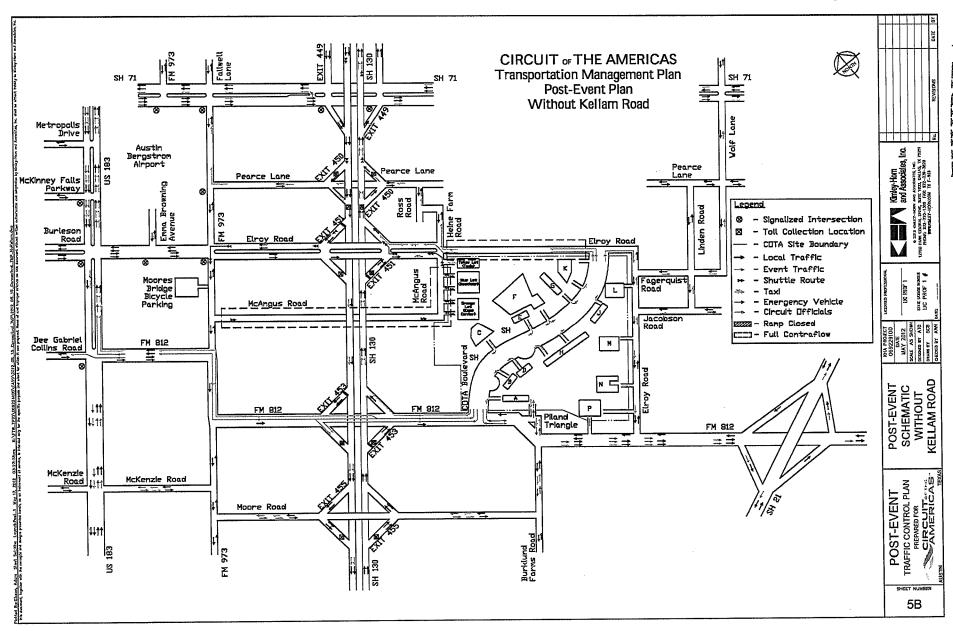


EXHIBIT /









# Item 12.B. Exposition Center Parking Agreement

# TRAVIS COUNTY EXPOSITION CENTER LICENSE AGREEMENT

This License Agreement (this "Agreement"), made this 11th day of April, 2012 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and Circuit of The Americas. whose address is 301 Congress Ave., Suite 220, Austin, Texas 78701 and contact number is (971) 344-4876 ("LICENSEE"), includes the following terms:

- 1. Representatives of Parties. LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates Steve Sexton, who is LICENSEE's Owner, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.
- 2. <u>Licensed Space</u>. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 & 3 and no other Gates.
- 3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Buents, by the Director or his designated representative.
- 4. <u>Purpose</u>. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose;

Formula One Parking
by Circuit of The Americas
All Travis County Expo Center
November 15-18, 2012
November 2013
November 2014

5. <u>License Date and Time</u>. LICENSEE shall have access to the use of the Licensed Space from 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 15, 2012, Friday, November 16, 2012, Saturday, November 17, 2012 and Sunday, November 18, 2012. From 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 2013, Friday, November 2013, Saturday, November 2013 and Sunday, November 2014. From 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 2014, Friday, November 2014, Saturday, November 2014 and Sunday, November 2014. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

#### 6. Fee Terms.

- Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.
- Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.
- 8. <u>Insurance</u>. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.
- 9. <u>Indemnity</u>. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.
- 10. <u>Compliance with Laws, Rules and Regulations</u>. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal,

State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

- 10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedecke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by logally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEB's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEB's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEB acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEB's Event activities.
- 11. <u>Dangerous Wild Animals</u>. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i)-LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.
- 12. <u>Licenses and Permits</u>. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.
  - 13. Concessions.
- 13.1 <u>Food and Beverage Concessions</u>. LICENSOR reserves all food and beverage concession rights.
- 13.2 <u>Sales of Other Items</u>. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.
- 14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.
- 15. <u>Security</u>. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's

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guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

- 16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".
- 17. <u>Custodial Services</u>. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".
- 18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3<sup>rd</sup>) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.
- Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.
- 20. <u>Defacement of Center</u>. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.
- 21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.
- 22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.
- 23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of

LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

- 24. <u>Non-Assignment</u>. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.
- 25. <u>Place of Performance</u>. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.
- 26. <u>Television Coverage</u>. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. <u>LICENSOR</u> may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."
- 27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.
- 28. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

#### LICENSEE:

Name:	Circuit of The Americas
By:	Steve Sexton
Title:	Owner
Signature:	12/5
Date:	- APOX 16, 2012
	•

LICENSOR: TRAVIS COUNTY

Title: Director, Facilities Management Department

Roger A. El Khoury, M.S., P.E.

Signature: MOSH KUOWY

Date: 1/1/2, 23, 2012

5+

By:

Exhibit "A"

	Exhibit "A'						
	Travis County Exposition Center - Eve	ent Costing t	Schedule				
Customer:	Steve Sexion	*****					of Event:
Event:	Formula One Parking by Circuit of The Americas			<del></del>	1	Nov.	5-18, 2012
Item	Details	Unit	Oty	-	Rate		
				到每	TCHLE	(G)	Amou
Facility Rental Fees	Luedecke Arcon - Rental Period is 16 Hours	Day	4	S	3,000.00	TAKE	S 12,00
	Lucdecke Arena for Each Additional Hour	Hour	-	\$	100.00		\$
	Luedecke Arena - Dressing Room	Day	4	S	100,00		\$ 40
	Skyline Club - Rental Period is Eight Hours	Day	4	S	1,200.00		S 4,80
	Skyline Club for Each Additional Hour	Hour		\$	100.00		\$
	Banquet Hall - Rental Period is Eight Hours	Day	4	S	1,800.00		\$ 7,20
	Banquet Hall for Each Additional Hour	Hour		S	100.00		\$
	Show Barn - Rental Period is 12 Hours	Day	4	\$	900.00		\$ 3,60
	Show Barn for Each Additional Hour	Hour		<u> </u>	50.00		\$
	Outside Show Barn Equestrian Horse Arena	Day	4	\$	200,00		\$ 80
	All Grounds - Non-Contert Event	Day	4	\$	1,000.00		\$ 4,00
	Portion of the Grounds-Non-Concert Event All or portion of the Grounds - Concert Event	Day		\$	500.00		S
	Discount for all facilities rental-multi year contract	Day	1 250/	\$	2,000.00		\$
	Total Facility Rental Fees	Day	-25%	\$	32,800.00		(8,200
	A VIGI P BUILTY RUTTER PUES	3 33 33 35 35	desas	2 (C)	No.	हुन्। सहस्रहास्त्रा	724,600
Equipment Rental Fees	Tables	Part /C		486			
eggy tantan neural reeg	Chairs	Each/Even Each/Even		\$	6.00		
	Picnic Table	Each/Even		5	1.50	- 5	·
	Portable Bleachers	Each	4	\$	10.00		
	Stalls	Each	<del>- </del>	\$	20.00 15.00	-   \$	
	Pens	Each	<del> </del>	\$	2.00	\$	
	Cattle Ties	Each	<del> </del>	\$	2.00		
	50 stalls free if total stalls >100	Each	1	\$	15.00	-   <u>\$</u>	<del></del>
	Other	Each	1	\$	11-40	-   3  S	
	Total Equipment Rental Fees	1	1	<del> </del>	<del></del>	\$	
NO CHILDREN CONTRACTOR			SE S	200 E		- S	
ustodial Fees	Luedecke Arcna	Day	1	\$	600,00	\$	Arman de ministration de la constanta de la co
	Skyline Club	Day	1	\$	200.00	3	<del></del>
	Lucdocke Arena Including Skyline	Day	1	\$	775.00	-   <del>3</del>	
	Luedcoke Arena Dressing Rooms	Day	1	\$	75.00	3	
	Banquet Hall	Day	1	s	200.00	Š	
	Grounds ·	Day	4	\$	260.00	\$	1,040.0
	Show Barn - One-Day Horse Show Event	Day		S	200.00	S	
	Show Barn - Two-Day Horse Show Event	2-Day		\$	250.00	\$	
<u></u>	Show Barn - Three-Day Horse Show Event	3-Day		\$	300,00	\$	*
	Show Barn - All Events Except Horse Shows	Day		\$	200.00	\$	-
	Custodial Services During Event per Custodian	Hour		S	25.00	\$	3,200.0
	Stall cleaning	Each		\$	5.00	\$	
one of the state o	Total Custodial Fees	*****		anne.		_ S	4,240.0
	UVAC Ludays Assa M. 1 CV			經濟		幽觀	
ior Fees	HVAC - Luedceke Atona Minimum 8 Hours	Hour		\$	125.00	\$	
	Forklift - with Driver	Hour		<u>s</u>	35.00	\$	_
	Moving and Placing Dirt	Hour		\$	200.00	\$	-
	RV Parking with Hook-Ups RV Parking without Hook-Ups	Each		\$	35.00	\$	
	Electrical Flook-Ups for 110V duplex outlet	Each		<u>\$</u>	20.00	S	•
	Electrical Hook-Ups for 220V duplex outlet	Each		3	20.00	\$	
	Water Connection	Each			25.00	\$	
	Other Connection	Each Each			30.00	\$	····
	Total Other Fees	Pacit				\$	
					ich semenann	37	
IGINAL CONTRACT			n-merce to	7213X		2 4 S	286 (10 ) 4 m 1 m 2 m
4		1				8:3	28,840.00
OSIT	Non-Refundable = Percent of Original Contract Sum	1			20%	8	5,768.00
ANCE	To Be Adjusted for Additional Services, If Applicable	2			80%	S	23,072.00
MAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3			20%	15	4,920.00
KING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			<del></del>	<del>1</del>	1,7220100
Due at the Time the Licenso Due 30 Days Prior to Comm Due One Day Prior to Comm	nencement of Event		-				
Due upon Event Conclusion							
Due upon Event Conclusion	Market Market Company	777700000000000000000000000000000000000			200 CO 1986	la su	

Anna Chaire Consoling and the Consoling	EXHIBIT A		7000	-		
	Travis County Exposition Center-Even	t Costing Sch	edule	z=4107.		New York
& Chalomat:	Steve Sectors					<del>                                     </del>
Event:	Formula One Parking			ĩ	Date of Event:	Nov 14-17
Item	Dotails	Unit	1 0	ıty	Rate	Arno
Facility Rental Fees	Luctecke Arena - Renfal Period is 16 Hours	Day	2002 3422		\$ 3,000.00	A SOUTH PLAN
	Lucdecke Arena for Each Additional Hour	Нош		-	\$ 3,000.00	
	Lucdecko Arena Dressing Room	Day				
· · · · · · · · · · · · · · · · · · ·	Skyline Club - Renial Period is 8 Hours	Day		1 5		
	Skyline Club for Each Additional Hour Banquel Hall - Rental Period is 8 Hours	Hour		3		\$
	Banquet Hall for Each Additional Hour	Day				
	Show Barn - Rental Period is 12 Hoxes	Hour Day	4	\$		
	Show Barn for Each Additional Hour	Hour		Š		
	Outside Show Barn Equestrian horse Arena	Day	- 4			
	All Grounds - Non-Concert Event Portion of the Grounds - Non-Concert Event	Day	4	S	1,000,00	
	All or Portion of the Grounds - Concert Event	Day		\$		2
	Discount for all facilities and it for	Day	+	5		\$
	Total Facility Paul From	Day	-0,2	5 5	32,800.00	\$ (8,20
entropological superior control of the control of t	Tables Round	TANK TERMINA	and the same	es es	enegazionisco	\$ 24,60
	Chairs	Each/Eve		\$		\$
	Picnic Tables	Each/Eve		\$		\$
	Portable Bleachers	Each		15		\$
	Stalls	Each		5		\$
	Pens Cattle Ties	Each	I	\$	2.00	S
	50 stalls free if total stalls > 100	Each		\$		\$
	Other	Each Each		S	15.00	<del></del>
	Total Equipment Rental Fees	128(1)	+	┦╩		
establed Fees	Luclecke Arena	Day	e process	4.70	600.00	
	Skyline Club	Day	┪━━	\$	200.00 \$	
	Lucdecke Arena Including Skyline	Day	$\vdash$	ŝ	775.00 S	
	Luedecke Arena Dressing Rooms	Day		\$	75,00 S	
	Banquet Hull	Day		S	200.00 S	-
·	Grounds Show Barn - One day horse show event	Day	4	5	260.00 3	
	Show Barn - Two tays horse show event	Day	<u> </u>	\$	200.00 \$	_
	Show Barn - Three days horse show event	2-Day				
			ţ	_	250,00 \$	
	Show Barn - All Events Except Horse Show	3-Day Day	ļ	5	300.00 \$	
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian	J-Day Day Hour	128	\$	300.00 S 200.00 S	~
	Show Barn - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning	Day	128	5	300.00 \$ 200.00 \$ 25.00 \$	
engal and a process of the artist and the constitution of the cons	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Foral Custodial Fees	Day Hater	128	\$ \$	300.00 S 200.00 \$ 25.00 S 5.00 \$	3,200,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena	Day Hour Each Hour	128	\$ \$	300.00 \$ 200.00 \$ 25.00 \$ 5.00 \$	3,200,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forkift - vaith Driver	Day Hour Each Hour Hour	128	\$ \$	300.00 S 200.00 S 25.00 S 5.00 S	3,200,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Torial Custodial Fees HVAC - Luedecke Arcua Forfaift - with Driver Moving and Flacing Dirt	Day Hour Hour Hour Hour	128	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 25.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$	3,200,0 4,240,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stalt Cleaning Eofal Custodial Fees HVAC - Luedecke Arcaa Forklift - with Driver Moving and Flacing Drit RV Parking with Hook-Ups	Day Hour Each Hour Hour Hour Each	128	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 25.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$ 35.00 \$	3,200,0 4,240,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forklift - with Driver Moving and Placing Dirt RV Parking with Hook-Ups EV Parking without Hook-Ups Electrical Hook-Ups for 110V duries mult	Day Hour Each Hour Hour Hour Each Each	128	5 5 5 5 5 5 5 5 5 5 5	300.00 \$ 200.00 \$ 200.00 \$ 25,00 \$ 5,00 \$ \$ 125,00 \$ 35,00 \$ 200.00 \$ 35,00 \$ 200.00 \$	3,200,0 4,240,0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forklift - vaith Driver Moving and Flacing Dirt RV Parking with Hook-Ups RV Parking without Hook-Ups Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 220V duplex outlet	Day Hour Each Hour Hour Hour Each	128	\$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 25.00 S 5.00 S 125.00 S 35.00 S 35.00 S 35.00 S 200.00 S 20.00 S	3,200.0 4,240.0
angelinen film bylka enganggen bundung 184 T.Ces	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forkiti - with Driver Moving and Placing Dirt RV Parking with Hook-Ups RV Parking with Hook-Ups Electrical Hook-Ups for 100 duplex outlet Flectrical Hook-Ups for 220V duplex outlet Water Connection	Day Hour Each Hour Hour Hour Each Each Each	seemble (	5 5 5 5 5 5 5 5 5 5 5	300.00 \$ 200.00 \$ 200.00 \$ 5.00 \$ 5.00 \$ 35.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$	3,200.0 4,240.0
	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Fofal Custodial Fees HVAC - Luedecke Arena Fofairt - with Driver Moving and Flacing Drit RV Parking with Hock-Ups RV Parking without Hock-Ups Electrical Hock-Ups for 110V duplex outlet Flectrical Hock-Ups for 220V duplex outlet Water Connection Other	Day Hour Each Hour Hour Hour Hour Each Each Each Each	interpolities.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 200.00 \$ 25.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ \$ 35.00 \$ \$ 20.00 \$ \$ 20.00 \$ \$ 35.00 \$	3,200.0 4,240.0
er Fees	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arcaa Forklift - with Driver Moving and Flacing Dirt RV Parking with Hook-Ups RV Parking withor Hook-Ups Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 220V duplex outlet Water Connection Other Total Other Fees	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 200.00 \$ 25.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ \$ 35.00 \$ \$ 20.00 \$ \$ 20.00 \$ \$ 35.00 \$	3,200,6
er Fees  GNAL, CONTRACT SUM	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Tofal Custodial Fees HVAC - Luedecke Arena Forfalft - with Driver Moving and Placing Dirt RV Parking with Hock-Ups RV Parking with Hock-Ups Electrical Hock-Ups for 110V duplex outlet Fleetrical Hock-Ups for 220V duplex outlet Water Connection Other Total Other Fees	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 200.00 \$ 5.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$ 35.00 \$ 200.00 \$ 20.00 \$ 25.00 \$ 35.00 \$ 20.00 \$ 35.00 \$	3,200,6
GINAL CONTRACT SUM OSIT	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arcoa Forklift - with Driver Moving and Flacing Dirt RV Parking with Hook-Ups RV Parking without Hook-Ups Electrical Hook-Ups for 110V duplex outlet Flectrical Hook-Ups for 220V duplex outlet Water Connection Other Total Other Fees  Non-Refundable = Percent of Original Contract Sun	Day Hour Each Hour Hour Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 \$ 200.00 \$ 200.00 \$ 5.00 \$ 5.00 \$ \$ 125.00 \$ 35.00 \$ 200.00 \$ 35.00 \$ 200.00 \$ 20.00 \$ 35.00 \$ 20.00 \$ 35.00 \$	3,200,0 4,240,0 
GENAL CONTRACT SUM OSTI ANCE	Show Bam - All Events Except Horse Show     Custodial Services During Event per Custodian     Stall Cleaning   Total Custodian     Total Custodial Fees     HVAC - Luedecke Arcaa     Forklift - with Driver     Moving and Flacing Dist     RV Parking with Hook-Ups     RV Parking without Hook-Ups     Electrical Hook-Ups for 110V duplex outlet     Electrical Hook-Ups for 220V duplex outlet     Water Connection     Other Total Other Fees     Non-Redundable = Percent of Original Contract Sum     To Be Adjusted for Additional Services, If Applicable	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 200.00 S 5.00 S 5.00 S 125.00 S 35.00 S 200.00 S 35.00 S 200.00 S 20.00 S 35.00 S 20.00 S 35.00 S 35.00 S 35.00 S 35.00 S 35.00 S	3,200,0 4,240,0 4,240,0 23,840,00
CANAL, CONTRACT SUAT OSTI ANCE TAGES DEPOSIT	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forklift - with Driver Moving and Flacing Dirt RV Parking with Hook-Ups Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 220V duplex outlet Water Connection Other Total Other Fees Non-Refundable = Percent of Original Contract Sum To Be Adjusted for Additional Services, If Applicable Refundable = Percent of Facilities Rental	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 200.00 S 5.00 S 5.00 S 125.00 S 35.00 S 200.00 S 35.00 S 200.00 S 20.00 S 35.00 S 20.00 S 35.00 S 35.00 S 35.00 S 35.00 S 35.00 S	3,200,0 4,240,0 
GINAL CONTRACT SUM OSIT ANCE LAGES DEPOSIT KUNG SURCHARGE	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Total Custodial Fees HVAC - Luedecke Arena Forklift - with Driver Moving and Placing Dirt RV Parking with Hook-Ups Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 120V duplex outlet Water Connection Other Total Other Fees Non-Refundable = Percent of Original Contract Sum To Be Adjusted for Additional Services, If Applicable Refundable = Percent of Facilities Rental One-Third of Parking Fees Collected by Licensee	Day Hour Each Hour Hour Each Each Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 200.00 S 5.00 S 5.00 S 125.00 S 35.00 S 200.00 S 35.00 S 200.00 S 35.00 S 20.00 S 35.00 S	3,200,0 4,240,0 4,240,0 23,840,00
CANAL, CONTRACT SUAL OST ANCE LAGES DEPOSIT KING SURCHARGE 2 at the Time the License Agn	Show Bam - All Events Except Horse Show Custodial Services During Event per Custodian Stall Cleaning Fofal Custodial Fees HVAC - Luedecke Arena Forkitt - with Driver Moving and Flacing Drit RV Parking with Hook-Ups RV Parking with Hook-Ups Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 220V duplex outlet Water Connection Other Total Other Fees  Non-Refundable = Percent of Original Contract Sum To Be Adjusted for Additional Services, If Applicable Refundable = Percent of Facilities Rental One-Third of Parking Fees Collected by Licensee enant is Siened by the Uressiese	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 200.00 S 5.00 S 5.00 S 125.00 S 35.00 S 200.00 S 35.00 S 200.00 S 35.00 S 20.00 S 35.00 S	3,200,0 4,240,0 4,240,0 23,840,00
GINAL CONTRACT SUM OSIT ANCE LAGES DEPOSIT KUNG SURCHARGE	Show Bam - All Events Except Horse Show     Custodial Services During Event per Custodian     Stall Cleaning   Total Custodial Fees     HVAC - Luedecke Arena     Forklift - with Driver     Moving and Flacing Dirt     RV Parking with Hook-Ups     RV Parking without Hook-Ups     Electrical Hook-Ups for 110V duplex outlet     Electrical Hook-Ups for 220V duplex outlet     Water Connection     Other Total Other Fees     Non-Redundable = Percent of Original Contract Sum     To Be Adjusted for Additional Services, If Applicable     Refundable = Percent of Facilities Rental     One-Third of Parking Fees Collected by Licensee     Stand of the Stand     Stand of Parking Fees Collected by Licensee     Stand of Parking Fees Collected     Stand of Pa	Day Hour Hour Hour Hour Hour Hour Each Each Each Each Each Each Each Each		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 S 200.00 S 200.00 S 5.00 S 5.00 S 125.00 S 35.00 S 200.00 S 35.00 S 200.00 S 35.00 S 20.00 S 35.00 S	3,200,0 4,240,0 4,240,0 23,840,00

EXHIBIT A

	EAHIBLEA						
namental a sala di bangan san kasip ay kandar ya ka	Travis County Exposition Center - Frent	Costine Sche	dule	1000	MEAN BEILE	-	
Customer;	Sleve Saxton	1 "	7			$\neg$	
Event:							
	Formula One Parking				ate of Ever	at:	Nov 13-16, 20
<u> Item</u>	Details	Unit	_ Q		Rate		Amount
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	<i>некальнае</i> Олу	12342150e 4		3,000.0	10 1	\$ 12,000
	Luxdecke Arena for Each Additional Hour	Hour	-	S			
	Lucdecke Arena Dressing Room	Day	4				
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Skyline Club - Rental Period is 8 Hours	Day	4	\$			
	Skyline Club for Each Additional Hour	Hour		_   5			
	Banquet Hall - Regial Period is 8 Hours	Day	4				
	Banquet Hall for Each Additional Hour	Hour		-   \$			
	Show Bam - Rental Period is 12 Hours Show Bam for Each Additional Hour	Day	4	\$	900,0		
	Outside Show Barn Forcedrian house Arena	Hour Day	14	\$	50.0		\$ -
	All Grounds - Non-Concert Event	Day	14	- 3	200.00		
	Portion of the Grounds - Non-Concert Event	Day	<del>                                     </del>	- 3	500.00		
	All or Portion of the Grounds - Concert Event	Day		3	2,000.00		
	Discount for all facilities rental/multiyear contract	Day	-0.2		32,800.00		
	Total Facility Rental Fees		1	+	22,000,00	43	24,600,0
Equipment Rental Fees	Tables-Round	Each/Ever	alessonia Participati	5 C	ne and the second	석호	- 12 - E 1147 - 1415 US L
SAMPLE CONTRACTOR	Chairs	Each/Even		3	6.00 1.50		
	Picnic Tables	Each/Even		13	10.00		
, , , , , , , , , , , , , , , , , , ,	Portable Bleachers	Each	-	\$	20.00		
	Stalls	Each	<del> </del>	15	15.00		
	Pens	Each	1	15	2.00	_	
	Cartle Ties	Each	1	15	2.00		
	50 stalls free if total stalls >100	Each	1	\$	15,00		
	Other	Each		\$	~	\$	
************************************	Total Equipment Rental Fees					S	
ustodial Fees	Lucicke Arena	Day	and the state of the	\$	600,00	হি	interpresentation T
•	Skyline Club	Day	<b></b>	3	200,00		
	Diedecke Arena Including Skyline	Day		\$	775.00		
	Lucdecke Arena Dressing Rooms	Day		S	75.00	\$	-
	Banquet Hall	Day		\$	200.00		<del></del>
	Grounds	Day	4	\$	260.00	\$	1,040,00
	Show Barn - One day horse show event	Day		\$	200.00	\$	-
	Show Barn - Two days horse show event	2-Day		\$	250,00	\$	-
	Show Barn - Three days horse show event	3-Day		\$		\$	-
	Show Barn - All Evenis Except Horse Show	Day		\$		\$	
	Custodial Services During Event per Custodian	Hour	128	\$		\$	3,200.00
	Stall Cleaning Total Custodial Fees	Each		\$	5,00	\$	*
eto Data Philipia da marata internacionale de la constante de		-	(successors	(ALIANO	district the last of the last	\$ जनग	4,240,00
her Fees	HVAC - Luedecke Arena	Hour		\$	125,00	ŝ	<del></del>
	Forklist - with Driver	Hora		\$	35.00	Š	
	Moving and Placing Dist	Hour		\$		\$	
······································	RV Parking with Hook-Ups	Each		\$	35,00		~
	RV Parking without Hook-Ups	Each		\$	20,00		
	Electrical Hook-Ups for 110V duplex outlet Electrical Hook-Ups for 220V duplex outlet	Each		\$	20.00		
	Water Connection	Each Each		\$	25,00		<u> </u>
	Other	Each		\$	30.00	<u>Ş</u>	
······································	Total Other Fees	1:au		3		<del>}</del>	
IGNAL CONTRACT SUM	THE CHARLES WELL STREET, STREE	61574077688831210	on xear	Special Contra	WARRANT TO THE PARTY OF THE PAR	\$	_
IGHAL CONTRACT SUM	. ,					\$	28,840,00
POSIT	Non-Refundable = Percent of Original Contract Sum	Wallow		2	0%	3725	#5764.003
LANCE	To Be Adjusted for Additional Services, If Applicable	2			0% 3		23,072.00
MAGES DEPOSIT	Refindable = Percent of Facilities Rental				0%		
RKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4				200	
ne at the Time the License App	sement is Signed by the Liocanses				——————————————————————————————————————		
ue 30 Days Prior to Commence				$\overline{\cdot}$	<del></del>		
ue One Day Prior to Commenc ue upon Event Conclusion	and of the Event	_ '			l l		17-

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## Exhibit "B"

## RATE SCHEDULE

<del></del>	
A	
ļ	Facility Rental Fees:
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
<u> </u>	Facility Equipment/Services Charges:
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
B	Skyline Club (350 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is \$200 per day
C	Banquet Hall (1,000 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,800 per day Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
·	Facility Equipment/Services Charges:
4	Table is \$6.00 per each, per event
_ 5	Chair is \$1.50 per each, per event
	Custodial Fees:
б	Banquet Hall Custodial Fee is \$200 per day
D_	Show Barn
	Facility Rental Fees:
1	\$900 per day - Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	Facility Equipment/Services Charges:
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5,00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
E	Grounds
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is \$260 per day
F	Additional Equipment and Services Charges
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
G	Special Consideration
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts



#### Exhibit "C"

#### INSURANCE COVERAGE REQUIREMENTS

#### 11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

- 1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
- 2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- Claims for damages because of bodily injury or death of any person or property damage
  arising out of the ownership, maintenance, or use of any amusement ride or motorized
  vehicle for which admission or ticket purchase is required, or which is part of an
  organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

- 4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.
- Independent Licensees Contingent Liability
- 6. Personal Injury Liability including claims related to employment

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- Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
- 8. Liquor Liability Endorsement
- Amusement Ride Endorsement
- 11.1.2 The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.
- 11.1.3 Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.
- 11.1.4 Licensor shall be named as an additional insured on the policies.

#### 11.2 LICENSES REQUIRING INSURANCE

- 11.2.1 Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.
- 1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. (Required only if Licensee retains employees).
- 2. Commercial General Liability Insurance Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

#### \*\*\* Proof of Auto Liability must be presented at time of licensed Event

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

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#### Exhibit "D"

#### Special Terms and Conditions

#### 1. CONCESSIONS: FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering Phone: 512-929-8305 Fax: 512-929-8307

Website: www.gmcatering.com

Email:

misty@gmcatering.com OR sara@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

#### 2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator Josie Matthias Phone: 512-854-7271 Offduty@co.travis.tx.us

#### CONDITIONS and SPECIAL PROVISIONS

PARKING: LICENSEE will provide parking attendants from Circuit of The Americas for collection of parking and directing parking at Gate 1 each day. The parking fee for parked cars will be \$10.00 per day. LICENSOR will collect the (1/3<sup>rd</sup>) of the total amount collected each day at the Travis County Expo Office.

Dates for 2013,2014 will be determined for 2013 no later than December 15, and dates for 2014 will be determined no later than December 15, 2013. The dates for F1 in 13 and 14 will be in November, but guaranteed the dates on the agreement.

ALL tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The event is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the

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Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.

LICENSEE will not use the facilities restrooms. The licensee will place portable toilets on the grounds.

#### Item 12.C.

### **Public Safety**

In conjunction with the Public Safety Advisory Group, CotA and the Travis County Sheriff's Office have negotiated a Law Enforcement Staffing Plan. Under this plan, law enforcement staffing will be coordinated by Travis County Sheriff's Office, will utilize off-duty law enforcement officers and patrol units, and will include:

- Traffic / Parking Support
- Vehicle Inspection
- Perimeter Gate Entry
- Pit / Paddock
- Seating Sections (Permanent and Temporary)
- Roam and Response
- Cash Rooms / Money Transfer Locations
- Dignitary / VIP / Celebrity Escort
- Event and Race Control
- Exhibits, Displays, Autographs Locations
- Hospitality / Reception Areas
- Media Center
- Medical Center
- Box Office Operations
- Undercover Deployment Counterfeit Tickets, Scalping, Bootleg Merchandise
- Command and Control Administrative Staff
- In-Field Supervision
- Communications Dispatch
- Incident Investigation
- Logistical Support

Law Enforcement staffing needs will continue to be reviewed and adjusted as the exact event schedule and attendance are established.

#### **Fire Protection Services**

CotA and Travis County Emergency Services District No. 11 have negotiated a Fire Protection Services Agreement to provide fire protection and suppression services and emergency medical services at the event venue during event hours.

### **Emergency Medical Services Department**

Circuit of the Americas and Austin-Travis County Emergency Medical Services Department have negotiated a Emergency Medical Services Agreement to provide medical care and assistance to the public during the event, and shall be the sole provider of ground ambulance patient transport during the event.

ltem 12.D.

Agreement Providing Fire Protection Services

#### AGREEMENT FOR PROVIDING FERE PROTECTION SERVICES

#### STATE OF TEXAS

#### COUNTY OF TRAVIS

This Agreement for Providing Fire Protection Services ("Agreement"), effective as of May 15, 2012, is by and between Travis County Emergency Services District No. 11 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and Circuit of the Americas, LLC ("COTA"), a Delaware limited liability company.

#### WITNESSETH

WHEREAS, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

WHEREAS, pursuant to Section 775.031 of the H&S Code, the District has the authority to enter into such necessary contracts with others in order to perform the functions of the District and to provide emergency services; and

WHEREAS, the District provides fire protection and suppression services, emergency medical services, and other services, as part of its normal operations in carrying out the objects of its creation; and

WHEREAS, in connection with the 2012 Formula 1 United States Grand Prix to be held on November 16, 17 and 18, 2012, along with future occurrences of the Formula 1 United States Grand Prix and other motorsports events for which COTA requests the services of the District (collectively, the "Event" or "Events") at the racetrack in Southeast Austin, Texas being built for the Events (the "Event Site"), COTA desires to secure fire protection and suppression services and other services from the District that are in addition to the services the District provides as part of its normal operations; and

WHEREAS, the District, through its Board of Emergency Services Commissioners, has determined that providing the additional fire protection and suppression services and other services to COTA in connection with the Events would benefit the general public, by, among other things, protecting the health and safety of the participants and spectators at the Events and the other residents and property owners within the District; and

WHEREAS, the District currently owns facilities and equipment and has the requisite personnel, paid and/or volunteer (together, the "Staff") and the ability to secure any additional equipment or Staff necessary to provide the additional fire protection and suppression services

and other services, and is willing and able to provide such services to COTA under the terms and for the consideration hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the others as follows:

## ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.01 <u>District's Representations. Warranties, and Findings.</u> The District represents, warrants, and finds that:

- (a) The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H & S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.
- (b) The District is currently a provider of fire protection and suppression services, first responder emergency medical services and other services within the boundaries of the District as part of its normal operations in carrying out the objects of its creation.
- (c) The District is familiar with, or agrees that prior to an Event it will take action to become familiar with, the Event Site

#### Section 1.02 COTA's Representations and Warrantics.

- (a) COTA is a corporation duly incorporated and validly existing and in a good standing under the laws of the State of Delaware, and is registered to do business and is in good standing under the laws of the State of Texas, and is not in violation of any of the provisions of its Certificate of Formation, its limited liability company agreement, or any laws of the States of Delaware or Texas relevant to the transactions contemplated hereby.
- (b) COTA has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.
- (c) Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement, conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which COTA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

#### Section 1.03 Duties and Responsibilities of District.

(a) The District agrees that, in connection with an Event, the District will provide certain fire protection and suppression services and other services, in accordance with the terms of this Agreement, which services are in addition to the services provided by the District in its normal operations.

- (b) It shall be the duty and responsibility of District to utilize only responsible, competent and well-trained Staff at an Event. All Staff working at an Event shall have any necessary training or qualifications to perform their job functions as anticipated by this Agreement.
- (c) District shall at all times during an Event conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental authorities.
- (d) District agrees to obtain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of the services required under the terms of this Agreement.

#### ARTICLE II. SERVICE TO BE PROVIDED

#### Section 2.01 General.

- (a) In connection with an Event, and in addition to the services provided by the District as part of its normal operations, the District agrees to provide to COTA certain fire protection and suppression services, including any necessary pre-Event training as determined by the District in its sole discretion. (All services to be provided by the District to COTA in connection with an Event will be hereafter collectively referred to as the "Emergency Services.")
  - (b) The Emergency Services will be provided in two components, as follows:
  - (1) Track Safety—In connection with the safety of individuals participating in an Event, in whatever capacity, or present on or near the race track during an Event ("Track Safety"), District will provide the types and numbers of staff and apparatus designated on the map and spreadsheet entitled, "Track Safety Equipment & Staffing 2012," attached hereto as Exhibit "A," during the hours and at the locations specified on Exhibit "A".
  - (2) Public Safety In connection with the safety of the speciators and others present but not participating in an Event at the Event Site ("Public Safety"), District will provide the types and numbers of staff and apparatus designated on the map and spreadsheet entitled, "Public Safety Equipment & Staffing 2012" attached hereto as Exhibit "B" during the hours and at the locations specified on said Exhibit "B".

COTA shall have the right to request changes to the numbers of staff and equipment designated on Exhibit "A" or Exhibit "B", subject to District's consent to such changes, which shall not be unreasonably withheld.

#### Section 2.02 Staff Requirements.

(a) <u>Certification:</u> District shall ensure that all personnel assigned to an Event under this agreement meet the requirements for a basic level firefighter and are duly certified by the

Texas Commission on Fire Protection. Further, the District shall ensure that all personnel assigned to an Event under this agreement meet the requirements for Basic Emergency Medical Technician and are duly certified by the Texas Department of State Health Service.

- (b) <u>Identification</u>. District shall issue visible credentials for all Staff assigned to an Event under this agreement. The manner in which credentials will be worn / displayed will be at the discretion of the District.
  - (c) <u>Personnel:</u> All Staff shall:
    - (1) Be in good standing with their primary employer.
    - (2) Report directly to their fire department supervisor.
- (d) <u>Command and Control</u>: Staff assigned to Track Safety will operate under the direction of track personnel related to the general strategies for mitigation of emergencies on the track. All tactical operations will be at the discretion of Staff and in line with any pre-event training provided by the track. All Public Safety incidents on the premises and unrelated to a track emergency shall be handled using the District's standard operating guidelines. The District shall assign a liaison (Battalion Chief) during an Event to coordinate operations between District personnel and COTA
- (e) Removal from Service. COTA may request the removal of District personnel who have failed to perform the Emergency Services as required by this agreement. COTA may also request the removal of District personnel who are reasonably determined to be disruptive or unable to work with others. In the event of any request for removal under this Section 2.02(e), the District shall remove such personnel as soon as is reasonably practical, provided that the District liaison is provided the opportunity to resolve the matter first.
- (f) Reporting. District shall notify COTA promptly when it becomes aware that any Staff fails to meet the qualifications for the position listed in Section 2.02.
- (g) Accidents and Injuries to Staff. District shall be solely responsible for any Event or Event-related accidents or injuries suffered by Staff, regardless of the cause of such accidents or injuries, except to the extent such accidents or injuries are caused by the negligence or willful misconduct of COTA.

# ARTICLE III. CONSIDERATION; PAYMENT; NOTICE OF EUTURE EVENTS

#### Section 3.01 Amount of Consideration

- (a) COTA agrees to pay the District for the Emergency Services in accordance with the following compensation schedule:
  - (1) Equipment \$100 per unit (brush truck or engine), per hour present at the Event Site

- (2) Duty-\$30 per Staff, per hour on duty
- (3) Pre-Event Training—\$30 per Staff, per hour of training
- (4) Planning \$50 per hour of pre-Event planning
- (5) Logistics Support \$ 26.00 per staff hour with a not-to-exceed amount of up to \$12,000 per Event, provided that the not-to-exceed amount shall be negotiated and agreed upon by the parties prior to each Event. If the parties are unable to agree upon the fee for Logistics Support for an Event at least two (2) weeks prior to the proposed date of the Event, District may decline to participate in or provide Emergency Services at that particular Event.
- (b) COTA will be responsible for paying the District for the actual hours expended in each category above at the designated hourly rate. The District estimates that for the Event to be held on November 16, 17 and 18, 2012 (the "November 2012 Event"), it will expend the following number of hours per category as follows (as set forth in greater detail on Exhibit "C" attached hereto):
  - (1) Equipment 6 units per day/10 hours per day/\$100 per hour/3 days = \$18,000
    - (2) Duty -50 Staff/10 hours per day/\$30 per hour/3 days = \$45,000
    - (3) Planning 40 hours/\$50 per hour = \$2,000
    - (4) Logistics Support not-to-exceed amount of \$12,000

COTA shall have the right to make changes to the numbers of staff and equipment designated on Exhibit "C", subject to District's consent to such changes, which shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary in this Agreement, all fees described in this Agreement (including without limitation those described in 3.01(a) and 3.01(b) shall not be increased during the Initial Term (as defined in <u>Section 6.03(a)</u>). Subsequent increases must be agreed to in writing.

### Section 3.02 Payment.

- (a) COTA will pay to the District, no later sixty (60) days prior to the date of the start of an Event, the total amount of costs described on Exhibit "C" (as the same may be amended by the mutual agreement of the parties before such date), representing the total estimated cost to COTA for the Emergency Services.
- (b) No later than thirty (30) days following the conclusion of an Event, the District will furnish COTA with an accounting of the actual hours expended in each category above, stating the total compensation due for the Emergency Services (the "Statement"). If the amount due is greater than the amount paid by COTA pursuant to Section 3.01(a), COTA shall make

payment to the District in the amount of the excess within fifteen (15) days of the date of the Statement. If the amount due is less than the amount paid by COTA pursuant to Section 3.01(a), the District shall provide reimbursement to COTA for the difference within fifteen (15) days of the date of the Statement.

#### Section 3.03 Notice of Future Events.

- (a) <u>Major Events</u>. For all "Major Events," meaning an Event at which COTA expects the attendance of at least Forty Thousand (40,000) speciators, COTA shall provide notice to District of the Major Event as soon as reasonably practical after executing a written contract with respect to COTA's hosting of the Major Event. Verbal notice is acceptable. The term "Event" shall be deemed to include "Major Event" for all purposes hereunder.
- (b) Other Events. For all Events other than Major Events, if COTA reasonably expects that the provision of Emergency Services at the Event will require ten (10) or more Staff, COTA shall provide notice of the Event to District at least three (3) months in advance. If COTA reasonably expects that the provision of Emergency Services at the Event will require less than ten (10) Staff, COTA shall provide notice of the Event to District at least two (2) weeks in advance.
- (c) <u>District Obligation to Provide Services</u>. Provided that COTA has satisfied its notice obligations with respect to an Event under this <u>Section 3.03</u>, District shall use its best efforts to locate and mobilize sufficient Staff and other resources to provide Emergency Services at such Event in accordance with the terms of this Agreement.
- (d) <u>Failure to Provide Notice</u>. If COTA fails to provide such notice timely as is required under this <u>Section 3.03</u>, District may decline to participate in or provide Emergency Services at that particular Event.

#### ARTICLE IV. INSURANCE

#### Section 4.01 . Insurance of District.

- (a). District shall insure all of the equipment and property reasonably required to provide the Emergency Services hereunder or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated.
- (b) District is a political subdivision of the State of Texas, and at all times during the term of this Agreement, shall maintain adequate Worker's Compensation and Employer's Liability insurance with respect to all Staff, as well as any other insurance if deems necessary to insure against any risks to Staff, including without limitation any Event or Event-related accidents or injuries.
- (c) Should a civil lawsuit or workers' compensation claim arise, District will adhere to the policy and process indicated in this <u>Section 4.01</u>.

(d) District agrees to name COTA as an additional insured on the insurance policies described in Section 4.01(a) through (c) and that such policies shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, District releases COTA, its affiliates and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, or injury which occur hereafter and are insured against by District under insurance policies carried by District. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy. District shall furnish to COTA copies of the policies of insurance referred to in this Agreement, including the waiver of subrogation endorsement. COTA shall be responsible for any increased costs to the District resulting from its compliance with the requirements set forth in this Section 4.01(d) above and beyond its normal insurance premiums.

Section 4.02 <u>Insurance of COTA</u>. COTA shall maintain such insurance that it deems sufficient for the coverage of risks associated with an Event. COTA agrees to name District as an additional insured on any insurance policies that it secures for Events and that such policies shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, COTA releases District, its affiliates and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, or injury which occur hereafter and are insured against COTA under insurance policies carried by COTA. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy. COTA shall furnish to District copies of the policies of insurance referred to in this Agreement, including the waiver of subrogation endorsement.

# ARTICLE V. ASSIGNMENT AND MODIFICATION

Section 5.01 This Agreement shall not be assignable by either party, in whole or in part, without obtaining the prior written consent of the other party. Further, this Agreement may be modified only on the prior written consent of both parties.

# ARTICLE VI. MISCELLANEOUS

Section 6.01 No Waiver of Sovereign Immunity. The parties expressly agree that no provision of this Agreement waives, or is intended to be a waiver of, (a) any immunities from suit or liability that the District may have by operation of law or (b) any exceptions to such immunities, including without limitation the provisions of the Texas Tort Claims Act.

Section 6.02 <u>Independent Contractor</u>. Nothing in this Agreement shall be construed to make either party the partner or joint venturer of or with the other party. Notwithstanding anything in this Agreement to the contrary, in the performance of all obligations undertaken by District under this Agreement, District and all of its Staff or agents shall be independent contractors with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Agreement. COTA shall look to the District for results only and shall not direct or oversee the District or its agents, members, employees or volunteers in the delivery of the Emergency Services, or the manner, means, or methods by which the Emergency Services

are performed or the manner in which District conducts its internal operations. The District and its Staff shall at all times have the sole authority to control the details of the work in providing the services required under the terms of this Agreement.

#### Section 6.03 Term of Agreement.

- (a) This Agreement shall be effective for an initial term of thirty-six (36) months, beginning on September 1, 2012 and ending on September 1, 2015 unless sooner terminated in accordance with the terms hereof (the "Initial Term"). Following the conclusion of the Initial Term, this Agreement automatically shall be extended for successive one-year terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless either party provides written notice to the other party at least one hundred twenty (120) days prior to the then-scheduled end of the Term terminating this Agreement effective as of the then-scheduled end of the Term. This agreement is subject to annual appropriation of the funds necessary for performance by the District in its sole discretion and may be terminated by the District in accordance with Section 6.05 if it does not appropriate sufficient funds or does not receive funds from its tax levies in amounts sufficient to allow compliance with this Agreement in any given fiscal year.
- (b) Future instances of the Events shall be included in the defined term "Event" for all purposes under this Agreement.
- (c) Following termination of the Agreement, the parties shall have no further obligations to one another, except for (1) obligations to pay amounts for Emergency Services prior to the date of such termination and (2) confidentiality obligations pursuant to <u>Section 6.13</u>.
- Section 6.04 Immediate Termination by COTA. Notwithstanding anything herein to the contrary, COTA may terminate this Agreement immediately upon any of the following events:
  - (a) Upon the closure of the Event Site;
- (b) Upon the occurrence of a Force Majeure Event that results in the cancellation of an Event;
- (c) Upon District's general assignment for the benefit of creditors, District's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against District if the same are not dismissed within forty-five (45) days of service; or
- (d) Upon District's failure to maintain continuous insurance coverage required to be maintained by District under Section 4.01.
- Section 6.05 Immediate Termination by District. Notwithstanding anything herein to the contrary, District may terminate this Agreement immediately upon written notice to COTA following the occurrence of either (a) annexation of any portion of the Event Site by the City of Austin or (b) non-appropriation of funds by the District required for performance of this Agreement during any given fiscal year.

Section 6.06 Force Majeure. Bither party shall be relieved of its obligations under and may terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking this Section 6.06, including by way of illustration, but not by way of limitation, Acts of God, Government restrictions, wars, insurrections strikes, lockouts or other labor disputes, civil strife, terrorist attack, casualty, earthquake, heavy rains, flood, fire, and/or any other cause beyond the reasonable control of the party whose performance is affected (in each case, a "Force Majeure Event"), and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party. In the event of a cancellation by either party due to a Force Majeure Event, neither party will be liable for damages including, but not limited to cancellation fees or penalties agreed to by both parties.

Section 6.07 <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, hand delivery, or sent by facsimiles addressed as follows:

If to District, at:

President

Travis County Emergency Services District No. 11

9019 Elroy Road Del Valle, Texas 78617 Facsimile: (512) 243-1950

With a copy to:

John J. Carlton

The Carlton Law Firm, P.L.L.C. 2705 Bee Cave Road, Suite 110

Austin, Texas 78746 Facsimile: (512) 900-2855

If to COTA, at:

Steve Sexton

Circuit of the Americas, LLC .301 Congress Avenue, Suite 220

Austin, Texas 78701 Facsimile: (512) 394-3851

With a copy to:

Melissa Sykes

McGinnis, Lochridge & Kilgore, LLP 600 Congress Avenue, Suite 2100

Austin, Texas 78701 Facsimile: (512) 505-6329

District or COTA may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 6.08 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and COTA.

Section 6.09 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provisions automatically shall be replaced by other provisions that are valid and enforceable and that are as similar as possible in term and intent to those provisions deemed to be invalid or unenforceable.

Section 6.10 <u>Execution and Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.11 <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 6.12 Mediation. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation administered by the American Arbitration Association (or another mutually acceptable mediator) in accordance with such rules as may be provided by the mediator mutually agreeable to the parties. Conclusions reached during such mediation shall be non-binding on the parties and shall be kept confidential by the parties to the greatest extent possible. No disclosure of the mediation proceeding shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. This Section 6.12 shall not prevent either party from electing to terminate this Agreement in accordance with its termination provisions or from pursuing all available legal remedies.

Section 6.13 Confidentiality. District and COTA acknowledge that in connection with the performance of the Services under this Agreement, District, COTA, and their respective employees, contractors and agents may acquire and make use of certain trade secrets and confidential information of the other which may include management reports, business or financial information, internal memoranda, reports, patient and customer lists, confidential technology, and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect such Confidential Information, District and COTA agree that they and their respective employees, contractors and agents shall not after the Effective Date of this Agreement use or disclose the other party's Confidential Information except as required in connection with the performance of Emergency Services pursuant to this Agreement. Upon termination of this Agreement, neither District nor COTA will take or retain, without prior written authorization from the other, any Confidential Information of any kind belonging to the other party.

Section 6.14 <u>Patient Information</u>. The parties to this Agreement do not contemplate the exchange of protected health information (PHI), as defined by the Health Information Privacy and Accountability Act (HIPAA); provided however that in the event that PHI is exchanged between the parties, District and COTA agree to enter into a HIPAA Business Associate Agreement pursuant to HIPAA.

Section 6.15 Attorneys' Fees. In the event that either COTA or District institutes any action, suit, mediation or other proceeding to enforce the provisions of this Agreement, the prevailing party shall recover costs and reasonable attorney's fees incurred.

Section 6.16 <u>Governing Law and Venue</u>. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. This Agreement is fully performable and enforceable in Travis County, Texas, wherein venue hereunder shall lie.

IN WITNESS WHEREOF the District and COTA have caused this Agreement to be executed on this 1st of May, 2012.

ATTEST:

TRAVIS COUNTY EMERGENCY

By: 1/20 Printed Name: (JERY STATE)

Title: Board Secretary

By: Miner Timethy (Emhart

Title: Board President

ATTEST:

By: ////
Printed Name: // Whele Ales (A-N).
Title: 1// Multa Mait Mention

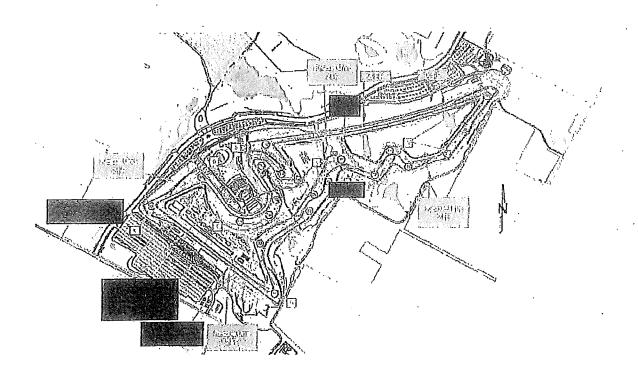
CIRCUIT OF THE AWERICAS, LLC

Printed Name: Steve Sexton

Title: President

### EXHIBIT "A"

# Track Safety Equipment & Staffing 2012



## Track Safety Equipment & Staffing 2012

# Apparatus

(4) Rescues to be supplied by COTA

### Staffing

Rescue:

8 Firefighter / EMT's

Ground Crew:

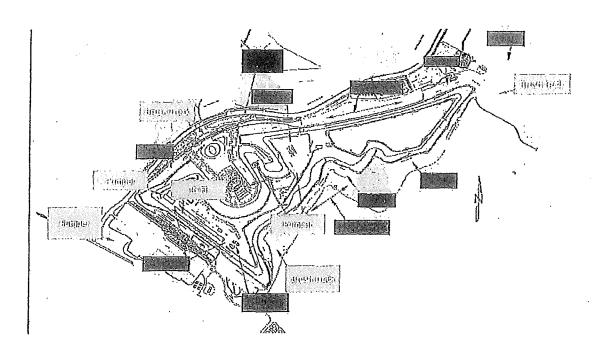
4 Firefighter / EMT's

Total:

12 Firefighter / EMT's

#### EXHIBIT "B"

# Exhibit B Public Safety Equipment & Staffing 2012



### Public Safety Equipment & Staffing 2012

### Apparatus

- (3) Fire Pumper / Engines
- (3) Brush / Squad Units

### Staffing

- Fire Pumper / Engine:
  - 9 Firefighter / EMT's
- Brush / Squad Units:
- 6 Firefighter / EMT's
- Pit Crew:
  - 15 Firefighters
- Additional Staffing:
  - 6 Firefighter / EMT's
- Total:
  - 36 Firefighter / EMT's

#### Item 13

### **Medical and Nursing Care**

#### Medical Staff:

Circuit of the Americas has hired a Director of Medical Services, Dr. Steve Olvey, who will oversee medical and nursing operations at the event. Olvey is currently an associate professor in the Department of Neurological Surgery at the University of Miami and a founding Fellow of the FIA Institute for Motor Sports Safety of the FIA. He was one of the four founding members of the ICMS and is also a member of the American College of Sports Medicine Motor Sports Safety Task Force.

(Olvey has worked with the top physicians in motor sports, including longtime colleague, Indianapolis orthopedic spine surgeon Terry Trammell, M.D. Henry Bock, M.D., a pioneer in emergency medicine, FIA Institute President Sid Watkins, and Hugh Scully, M.D. For 25 years, from 1978 to 2003, Olvey was director of Medical Affairs for the Champ Car series in the US. He is the author of Rapid Response, an autobiography of his career in motor sports medicine.)

#### Medical Facility:

Medical facilities will be provided on-site at the event venue and will include a Medical Center, 5,000 sq. ft. in size, with two dedicated emergency helicopter landing pads, 6 beds (2 of which are ICU beds), a doctor's office, a minor treatment area, an EKG machine, 2 resuscitation rooms, a fully-equipped x-ray room, a covered drive-up ambulance bay, a burn shower area, a triage area, a waiting room, a doping control room, and men's and women's locker rooms.

#### First Aid:

First aid locations throughout the site in addition to permanent medical operated by Seton Family of Hospitals.

#### Air Medical Coverage:

Circuit of the Americas and Travis County have entered into an Air Medical Coverage Agreement under which Travis County will station an aircraft and one response team consisting of a pilot and two paramedics at the event venue during agreed-upon hours during the event weekend. In addition, Travis County will provide a stand-by aircraft and response team in a location not more than 10 minutes response time from the event venue which aircraft and team will be moved to the event venue if StarFlight leaves the event venue to transport a patient.

#### **Emergency Medical Services:**

Circuit of the Americas and Austin-Travis County Emergency Medical Services Department have negotiated an Emergency Medical Services Agreement for Austin-Travis County Emergency Medical

Services to provide medical care and assistance to the public during the event and shall be the sole provider of ground ambulance patient transport during the event.

#### **Fire Protection Services:**

Circuit of the Americas and Travis County Emergency Services District No. 11 have entered into an agreement for TCESD #11 to provide fire suppression equipment and personnel duly certified by the Texas Commission on Fire Protection to meet the requirements for a basic level firefighter and basic Emergency Medical Technician (EMT).

### Item 14

### Supervision of Minors at Event

The event promoter and performer expect that minors will be supervised closely by their parents, guardians or adult escorts while attending the event and while on event grounds.

With regard to liquor sales, all liquor service will be by licensed TABC servers trained to verify legal drinking age and to serve only when identification has been presented.

### <u>Public Notice</u>

Austin Statesman: May 22<sup>nd</sup>, 2012

Public Notice Signage at site - Small: May 18<sup>nd</sup>, 2012

Public Notice Signage at site – Large: May 24<sup>th</sup>, 2012

Austin Chronicle: May 25<sup>th</sup>, 2012

Community Impact Newspaper: May 25 – June 21, 2012

Ahora Si: May 24<sup>th</sup>, 2012

Channel 17: May 22<sup>nd</sup>, 2012

SHETLAND SHEEP PUPS AKC, (Sheltie) available 2 F's 1 M, Sable and White Whelped 3/22/12 FURRY TEDDY BEARS WITH LOVING TEMPERAMENTS \$600 512-229-9431

Silky TERRIER PUPPIES AKC current on vax Non-shedding Located Liberty Hill 512-705-4187, http://www.tuki-terriers.com

Weimaraner AKC Weimaraner pupples 6 · · weeks old ready for a loving home call for more info 361 782 1321

WHIPPET PUPPIES AKC. DOB 4/2/12. \$400-\$600 1 FEMALE & 4 MALES. 254-290-0466



·WIRE FOX TERRIER AKC PUPS shots, AKC champ sired. Dallas 214-535-7847

Yorkie AKC puppies, teacups, 4 males, 2 fem's (1 adult), starting at \$500. Dewormed, shots, 6 wks old. 512-508-6272

YORKIES & MORKIES, TOYS & TEACUPS. \$450 AND UP. FOR MORE INFORMATION: www.myrainbowpuppies.com, 512-789-7325

Yorkshire Terrier, AKC, tiny babydoll face, male \$600+, parents on site, long coat, www.yorkiesaremylife.com, 830-456-1679

Yorkshire Terriers, AKC Yorkie pups. 9 wks, shots, wormed. Females \$1200 males \$1000. Lee Weckler, 512-577-4182

To view online versions of our ads please go to: statesman.com/classifieds

> To place an ad please go to: statesman.com/placeanad

Asking a minimal charge for your pet is advised to safeguard the animal from being used for undestrable purposes and to better · ensure your pet a good home. · · · ·

Siamese Adoption Day - Blue point, lynx point, seal point. Adults & kittens (check on availability). Fosters also needed. Check website for days, times, locations of adoption events: www.austinsiameserescue.org

Persian & Himalayan kittens - purebred, outgoing (flat & doll faces), \$300-\$400. 247-4244, www.countrymunchkins.net

Munchkin Kittens - Siamese, Calico & Tuxedo. Also, Siamese bobtails and more. 247-4244, www.countrymunchkins.net

\*\*\* VERY FRIENDLY LAP CAT \*\*\* is neutered male tuxedo. "Hope" was declawed both front and back. Has ID chip implanted and we guess age is 7+. FREE to good, safe, catless home. 589-5075

To good home: 2 loving white indoor cats, 3 yrs old. Moving, cannot keep. 512-419-9243

#### FARM/RANCH EQUIPMENT

Recycled asphalt for ranch roads, driveways. Delivered at reasonable rates. Call 512-804-6989

Wanted: Worn out farm & construction equipment. Big old trucks, big plows & trailers. Cash. 512-804-6989

1970 John Deere 450E Dozer. 6-way blade 5320 hrs. Good shape. Runs great. Well maintained, \$22.5k/OBO South of Elgin, 657-3891

#### <u>भिग्रस्त्र</u>ातवार

ANGUS bulls. Gentle, fer-" and trich tested. Ball Angus, Taylor,TX 512-8

Registered Black. \_\_ngus/AngusPlus Pairs. Bred & Exposed Cows/Heifers

., or 1-800-BUY-LAND

### Kantas

#### APARTMENTS CENTRAL

To view online versions of our ads please go to: statesman.com/classifieds

> To place an ad please go to: statesman.com/placeanad

#### APARTMENTS NORTH CENTRAL

Monterone Apt. Round Rock 2 brm w Garage, Sublet & Save, \$500.00 BONUS, \$1054.00 mo. Pool, Gym, Spa Statesman.com code -WIT.W1

#### DUPLEXES CENTRAL

MT. BONNELL RETREAT, 3-1, charm, hardwood, porches, views. Beautiful setting, quiet, deer park. W/D, DW. \$1195, 6/1. 377-2992

#### DUPLEXES SOUTH CENTRAL

1-1, cov'd patio, big fenced yrd, pet OK, 7 min walk to park/pool, \$575 + elect. & 1/2 utils. 1 person, 448-2130, 422-9270

#### DUPLEXES SOUTHWEST

3/2 lux. dplx Drip. Sprgs.; stained concrete fir fire plc; 2-car gar.; high ceil.; fncd bkyd; pets ok; Avail 7/1; 971-9512

#### HOUSES SOUTH CENTRAL

6606 Bluestone, Austin, TX, 78744. 3br-1.5ba, freshly remodeled, \$900/mo. Call LPJ 346-8252

#### **HOUSES NORTHWEST**

Libertý Hill, Stonewall Ranch, 3/2, 1630 sf, comm·pool & park, avail 6/1, ... \$1085/mo. Call·Mike 408-772-2438

#### ROOMMATES

See Rental Locator Map for area locations. C-Central SC-South Central EC-East Central SE-Southeast: . . NC-North Central . SO-South 'NE-Northeast' SW-Southwest ' NO-North, W-West NW-Northwest

NE-Live in caregiver, 3/2 home, fenced backyard, CACH, wifi, cable in room, c-fans, W/D, nice kitchen w/ gas stove. Free rent & room & salary. Call Aaron 512-589-7974.

NO-Burnet & Howard, 78728. Furn bdrm, priv fridge, computer/internet, HBO cable. W/D. Avail. now. \$500 (\$100 process fee), ABP, No pets. Paul 512-963-7428

NO-135 N / Wells Branch, nice clean furnished room in nice 2-story house, internet, W/D, nice neighborhood, no smoke/pets, beer/liquor OK but don't get drunk, avail now, \$450 ABP, \$250 dep. Call Missy 512-577-8240

NW Looking 4 neat andquite roommate lo-cated 183/Duval \$600ABP w/bthrm, no/pet or smoke, call Ms Sun 646-309-0393

NW-Room in house at 11202 Slippery Elm Tr, Austin, 78750. \$480/mo + 1/2 utils.

CAGO COOLO. AN DIOS WIN DE CONSIDERED DE D regularly scheduled meeting of the Williamson County Commissioners Court in Georgetown, Texas. ·

For further information, or a more detailed description of the property, contact Kathy Pierce at 512-260-6514.

Williamson County may accept or reject any and all bids.

Application has been made with the Texas Alcoholic Beverage Commission for Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit and Food & Beverage Certificate, by Fine. Wine Management, LLC,. dba , Bob's Steak & Chop House, 301 Lavaca Street, Austin, Travis County, Texas 78701. James F. Fitzgerald Manager.

Application has been made with the Texas Alcoholic Beverage Commission for a General Distributors License, Wholesalers Permit, & Private Carriers Permit by Virtuoso Selections LLC DBA Virtuoso Selections, to be located at 2101 E. St. Elmo Rd. Ste. 340, Austin, Travis County, TX. Brenda Johnson, Owner. Robyn Johnson, Owner.

NOTICE OF PUBLIC HEARING On June 5, 2012, Travis County will hold a public hearing regarding the issuance of a mass gathering permit to Circuit of the Americas, LLC, (COTA) and other matters related to the United States Grand Prix automobile race, which COTA has scheduled for November 16 through 18, 2012, at the COTA facility adjacent to Farm-to-Market Road 812, McAngus Road, and Elroy Road in southeast Travis County. Projected attendance is 250,000 persons over the three days of the event. The hearing will be at 9 a.m. at 314. W. 11th St., Austin, Texas. For more information call Steve Manilla, County Executive, Transportation and Natural Resources, at 512/854-9429

REQUEST FOR COMPETITIVE BIDS: Austin Independent School District requests competitive bids for construction of AISD Project No. P12-0028-ALLAN - Replace/Modify Electrical Branch Panels at Allan ES - 4900 Gonzales, Austin, TX 78702. 100% Performance and Payment Bonds required if the bid is over \$25,000.5% Bid Guaranty required. BID DEADLINE: 2:00 p.m. Austin time, on Thurs, June 14, 2012, at AISD Department of Construction Management, HARTLAND BOND OFFICE, 1717 West 6th St, Ste 310, Austin, TX 78703-4773, Phone: 512-414-8940. Sealed Bids will thereafter be publicly opened and the names of the bidders and their bids will be read aloud. Bid Instructions, copies of drawings, specifications and contract documents, addenda (if any) and other documents related to this Request for Bids, are available in the Office of the Project Engineer indicated below for a deposit amount of \$100.00 per set. The deposit will be refunded upon return in good condition to the Office of the Project Engineer within 72 hours of the opening of bids. . Behram Consulting Engineers, 807 Brazos

Street, Suite 313, Austin, Texas 78701 512/477-9033 PRE-BID CONFERENCE: 10:00 a.m., Aus. time, on Wed, June 4, 2012 at Allan ES. AISD 512-445-3503

email address: legals@statesman.com

Legal Notices are published daily in print and online in the Austin American-Statesman which is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties...

Deadlines: Legal Notices copy needs to be submitted to our office noon two business day's prior to date of publication. Holiday deadlines may differ.

Earlier deadlines for display ads apply. Please contact the Legal Notices desk for

Charges vary depending on day of the week. Please call for rates. All published Legal Notices are placed online at no additional charge on statesman.com/classi-

For notices with a legal requirement of publication in a Spanish language paper, jahora sil, a product of the Austin American-Statesman, publishes each Thursday.

For any additional information, please call out Legal Notices desk at 512-445-3832 or email to legals@statesman.con

An affidavit of Publication is provided for each Legal Notice.



Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit and a Mixed Beverage Late Hours Permit by Avanator Group, Inc. DBA Mavericks, to be located at 1700 Grand Avenue Parkway Bldg. 2) Ste. 240 in Pflugerville (OCL). Travis County, TX. Jeffrey K. Van Delden, Pres./Sec./Treas.

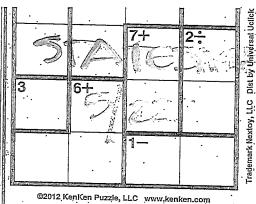
In compliance with Senate Bill No. 493, 2013 Cooperative Purchasing Organization is soliciting vendors interested in submitting sealed proposal, for the purchase of any of the following categories of personal property. Paper Supplies #4008, Educational

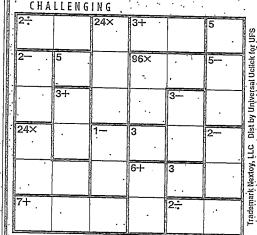
Technology #4022 Proposals are due 2:00 p.m., June 14, 2012 at Region 20, Conference Center Business Office. 1314 Hines Avenue, San Antonio, TX 78208, at which time proposals will be publicly opened.

Proposals may be viewed at www.esc20.net, search Open Bids. If you have any questions or need any assistance please call lim Metzger at (210) 370-5204.

NOTICE TO BIDDERS The Board of Trustees, Austin Independent School District will accept a sealed bid/proposal for the following item(s): P12-075, Early Literacy Training Programs for . Parents, Closing Time - 2:00 P.M. - June 19,

Specifications and bid forms are available for download from our website, austinisd.org Under "Quicklinks", select "Purchasing & Bid Opportunities." Please visit our website frequently for new bid information; http://





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#### RULES

Each row and each column must contain the numbers 1 through 4 (easy) or 1 through 6 (challenging) without repeating.

The numbers within the heavily

outlined boxes, called cages, mi combine using the given operati (in any order) to produce the tar numbers in the top-left corners.

Freebies: Fill in single-box cage the number in the top-left corner



·.5-22-12

#### LEGAL MOTICES

3

VIOUS WERS

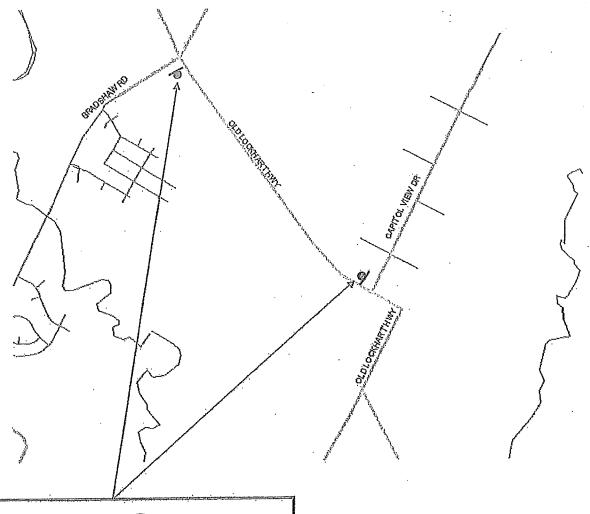
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Notice of Joint Public Hearing The City of Lago Vista City Council and the Planning and Zoning Commission will hold a Joint Public Hearing on June 7, 2012 at 6:30 PM at City Hall, located at 5803 Thunderbird, Lago Vista to receive citizen input on the following with rig action to be to

### LEGAL NOTICES

.Notice to Vendors

Eanes accepting proposals for follow ve (5) Rational Self Co Centers Information on this propo





# NOTICE OF PUBLIC HEARING

November 1, 2011 AT 9:00 AM.

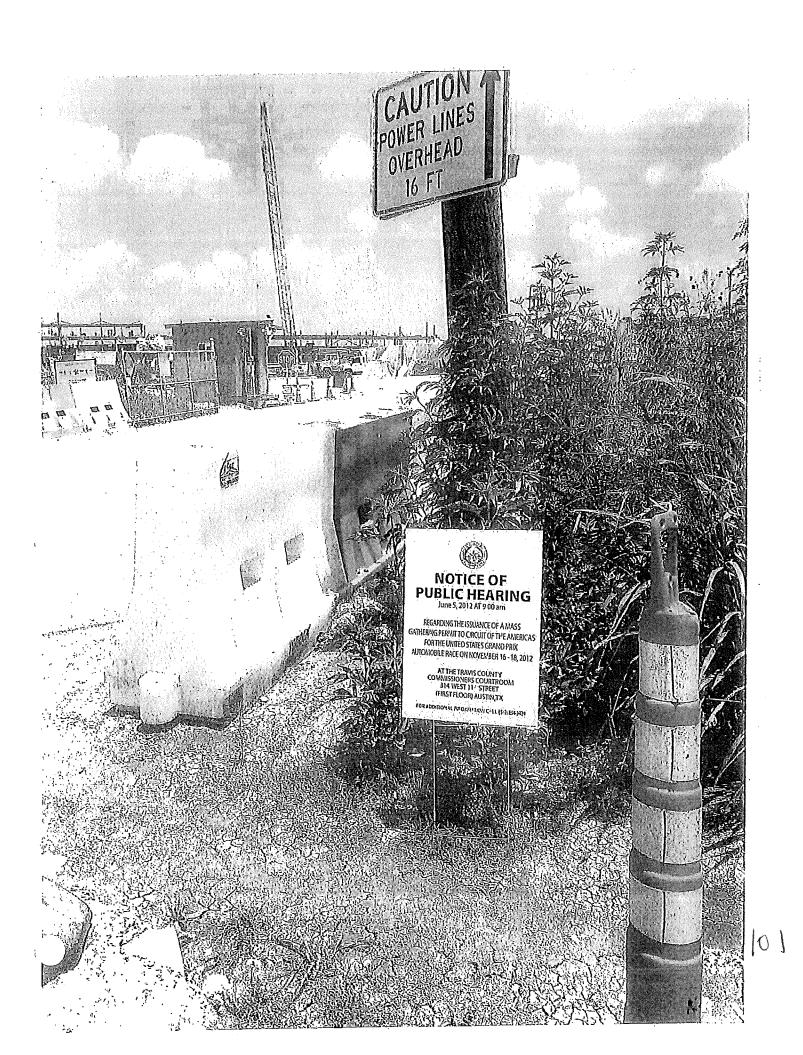
CONCERNING THE TEMPORARY CLOSURE OF OLD LOCKHART HWY FROM NOVEMBER 14, 2011 – JANUARY 13, 2012

> AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM 314 WEST 11<sup>TH</sup> STREET (FIRST FLOOR), AUSTIN

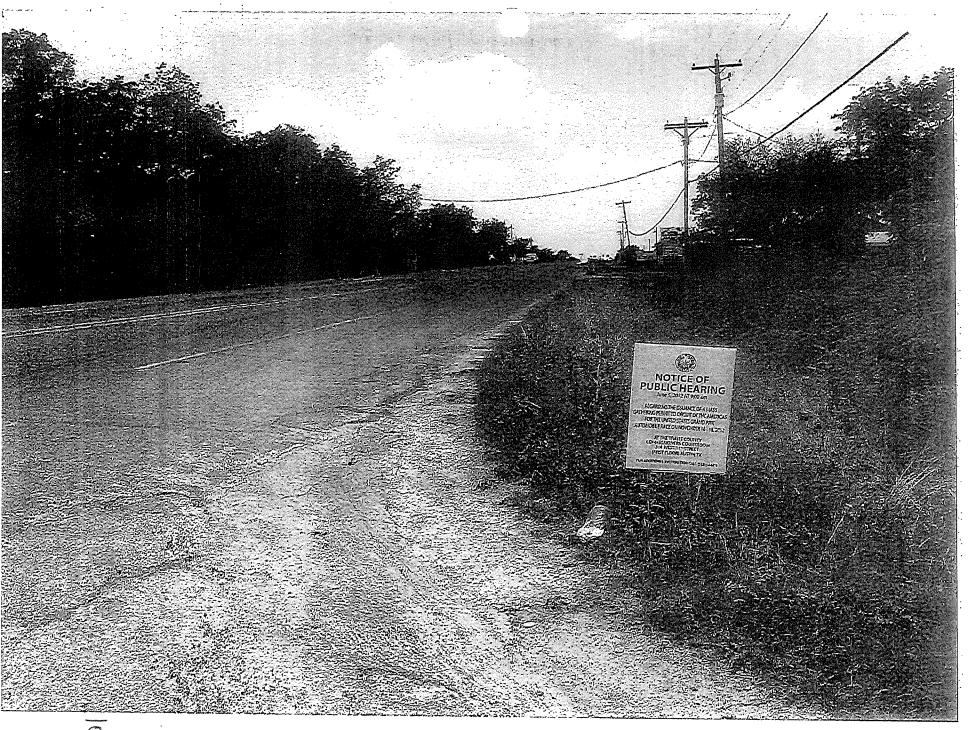
FOR ADDITIONAL INFORMATION CALL 854-7580









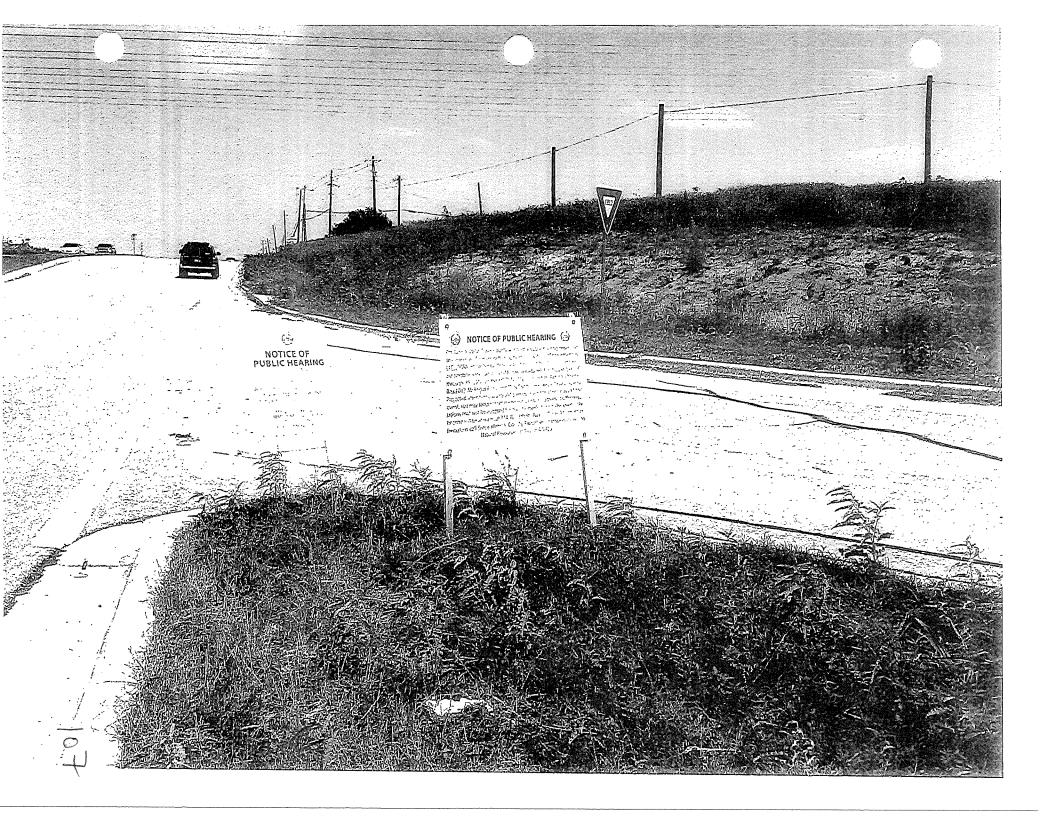


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Volume 4, Issue 7 | May 25-June 21, 2012

. www.impactnews.com

# el medical school, teaching hospital

While there is a possibility the aching hospital at UMCB would the site of the future mediachool, no decision has been ade and UT will have the final y on the location.

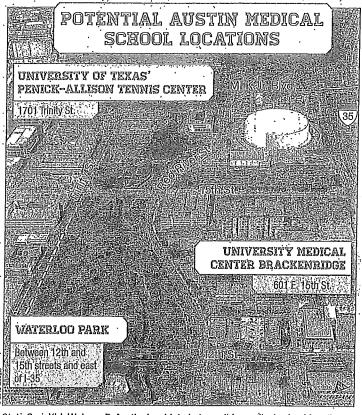
Whether the medical school is cated at UMCB or two separate cilities are built, the major goals an initiative spearheaded by ite Sen. Kirk Watson, D-Austin, ned at improving health care in entral Texas within the decade puld be met.

"Today's a big day in the history

See Health care | 14

### INITIATIVE chir- "ospital supported by on acare Family

250 million to replace outdated niversity Medical Center rackenridge ending approval by Ascension ealth



State Sen. Kirk Watson, D-Austin, has hinted at possible medical school locations including likely frontrunner University Medical Center Brackenridge, The University of Texas campus and Waterloo Park.

# City recommends first urban rail route

Aldrich St.

Alport

Blvd.

Minester development

Blyd.

Marin Luiller

Marin Lui

Source: Austin

Transportation Department some officials question timing

By Sara Behunek

With its sights on a November vote, the Austin Transportation Department recommended to City Council on May 22 what part of a proposed 17.5-mile urban rail network should be built first and presented long-awaited details about how that leg could be funded.

November vote remains goal, but

The initial path—identified as Phase 1—would be about 5.5 miles long and would connect to the Capital Metro Red Line at Fourth Street, provide service on Guadalupe and Lavaca streets,

and end at the Mueller development in Northeast Austin.

A second phase would add about 4 miles with a route on San Jacinto Boulevard and Congress Avenue as well as one crossing Lady Bird Lake, ending at the intersection of East Riverside and Pleasant Valley drives.

17.5-mile urban rail network should be built first and presented long-awaited details about how that leg could be funded.

The initial path—identified as Officials said the cost to design, engineer and construct Phase 1 would be about \$550 million—up to half of which may be paid for by the Federal Transit Authority.

Of the \$275 million or so that would need to be raised locally, about

See Rall | 16

# Travis County, businesses prepare for F1

# Shuttles, bike path to alleviate traffic along smaller local roads

By Joe Olivieri

Travis County is less than six months away from hosting the 2012 United States Grand Prix, a major event in the sport of Formula One racing.

Roughly 120,000 people are expected to travel down Del Valle's country roads Nov. 18 en route to the new Circuit of The Americas event center. It will be the new home of the Grand Prix for the next 10 years.

COTA and the county plan to strengthen the existing roadways and develop a traffic plan to avoid miles of gridlock.

Both groups, as well as City of Austin and state officials, have said F1 will have a greater economic impact than the Super Bowl.

Indianapolis has hosted both FI and this year's Super Bowl.

Chris Gahl, Indianapolis antention and Visitor Association spokesman, said the Super Bowl was expected to generate \$155 million in direct and indirect spending; The Indianapolis 500 generates \$337 million annually.

As race day gets closer, many residents and local officials are seeing the early signs of just how significant that impact will be. One gauge is lodging availability. Hotels and private vacation rentals, coordinated through

impreiners com

See Formula One I 17

## Formula One

Continued from I 1

rom

websites such as Austin's HomeAway, are reporting bookings months ahead of race day.

"The fact that we are seeing nearly 40 percent of our inventory already booked for the Nov. 18 weekend [as of late April] speaks to the anticipated traffic from the F1 race and the benefit of having additional accommodations when most hotel rooms are expected to be full," HomeAway Vice President Jon Gray said.

#### Roadwork .

On April 17, the Travis County Commissioners Court voted 3–2 to share the cost of road renovations with F1. Commissioners Karen Huber and Sarah Eckhardt opposed. Eckhardt said the vote was a reversal of the county's previous position.

Travis County plans to work on three Del Valle thoroughfares: McAngus, Elroy and Kellam roads.

Before the race, the county will reconstruct part of McAngus and Elroy roads, said Steve Manilla, executive director of Travis County's Transportation and Natural Resources Department.

"We're going to reconstruct the pavement," he said of McAngus Road. "So that means we would obliterate it, add mixtures to strengthen it, and put it right back down on the surface."

Travis County also plans to pay the full cost to connect Kellam Road to nearby Pierce Lane to create another path for traffic.

After the November race, COTA and the county will share costs to widen Blroy Road to four lanes from McAngus Road to the COTA driveway.

#### Traffic

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A draft COTA traffic plan states that only visitors with parking passes may park in one of COTA's 17,000 parking spaces. Permits will be issued no later than four weeks before the event.

County traffic program manager David Greear said a typical road can handle 700– 1,000 cars per hour per lane.

Visitors without parking permits must

take a shuttle, a taxi, limousine or chartered bus.

Greear said about 500 shuttles will be used to move about 80,000 people.

The draft plan lists two park-and-ride locations: The Travis County Exposition Center and Waterloo Park on 15th Street.

County officials are working on a 10.5-mile bike path from downtown Austin to a shuttle stop close to the site. Bicycles will not be allowed on COTA property.

#### Economic impact

COTA officials estimate that the facility will have a \$300 million impact on the local and regional economy each year for the next 10 years.

COTA spokeswoman Ali Putnam said COTA will create approximately 300 fulltime jobs and 1,700 construction jobs. The track will hire more than 3,000 seasonal/ event-specific employees.

The track's developers are investing about \$400 million into the 1,000-acre site.

Aside from hosting the Grand Prix, the site may also host other motorsports events, six to 10 concerts a year and business functions such as product launches.

Adriana Cruz, Austin Chamber of Commerce vice president of global recruitment and retention, said a sporting event of F1's size will also produce ripple effects such as restaurants hiring more employees to handle crowds.

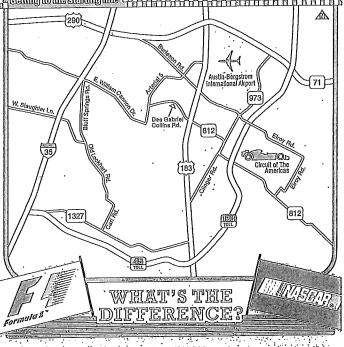
Margaret Gomez, Travis County Precinct 4 commissioner in Southeast Austin, has said that she believes Precinct 4 will become an entertainment hub.

"You can focus on F1 if you want to, but there are going to be other entertainment venues that will come to Precinct 4," she said

Hotel space will be in high demand during major events at COTA. Recently, the JW Marriott Austin hotel announced it would add 1,200 rooms to the block of Second and Third streets and Brazos Street and Congress Avenue.

Less tangibly, F1 raises Austin's profile on the international stage, Cruz said.

"[Foreign businesspeople] are not familiar with the middle of the country as a place to do business. Now, Austin is suddenly on their radar," she said.



#### Formula One

Founded: 1950

Major series: Grand Prix World Champlonship series Fastest recorded top speed: More than 250 mph No. of events: 20

No, of cars participating per event: 24

Famous active driver: Fernando Alonso (Spain), Ferrari NASCAR (National Association for Stock Car Auto Racing)

Founded: 1948

Major series: NASCAR Sprint Cup Series Fastest recorded top speed: 212 mph

No. of events: 36

No. of cars participating per event 43 Famous active driver: Dale Earnhardt Jr. (USA), Diet Mountain Dew/Mallonal Guard Chevrolet

Source: Formula Orig. NASCARI

Cruz said Travis County has seen increased interest from automotive technology companies eager to build near the track.

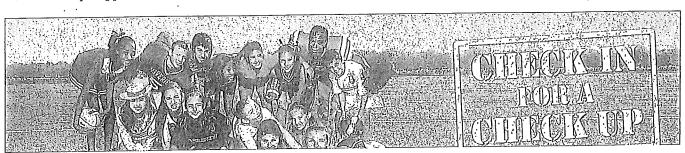
"Having a facility like COTA makes Austin one of the new centers for automotive technology—smarter, cleaner cars, new batteries and all of the new developments happening right now," she said.

Travis County development services division director Anna Bowlin said nó major business developments have started near the track yet. The United States has not hosted an F1 event since the sport left the Indianapolis Motor Speedway in 2007.

Gahl said F1 met the Indianapolis' expectations of generating \$100 million-\$115 million per year.

"We did not commission a post-event economic study, but we feel pretty comfortable saying [it met expectations]," he said. "That estimate was a very conservative look as well."

Comment at Impactnews.com



## <u>Public Comments & Applicant Responses</u>

From: Ernest Pease [ernestpease@hotmail.com]

Sent: Thursday, May 24, 2012 8:53 PM

To: Sam Biscoe; Ron Davis; Sarah Eckhardt; Karen Huber; Margaret Gomez; Formula One Circuit of the

Subject: F1 Traffic Management Plan On-site Parking Plan Suggestion to improve flow and reduce cost

I would like to submit the following "enhancement" to the current draft of the F1 Traffic Management Plan to improve flow and reduce government and promoter costs:

Reference Page 7 of the F1 Traffic Management Plan:

There are currently 13 on-site lots identified with associated parking capacities, for a total of 17,000 spaces. Instead of having all vehicles approach at the same time for all lots, simply designate "Arrival Time Windows" for each lot, having those times printed on the car identification hangers, and have each hanger color coded by lot. F1 management could determine which times would be best for each lot, but during a given "Arrival Time Window", the only cars allowed on the approach roads (controlled by law enforcement) would be for the lot designated for that time. For people arriving late, there would be an "Open Window" designated after all other lot arrival times had passed when "all colored tags" would be permitted access to the approach roads, and gates to each lot would be reopened. To further manage traffic flow, the larger capacity lots may have several different colored/timed window tags used.

This proposal could be "managed" such that at the end of the race lots would be "released" according to a "lot window" plan that would strive to have as an additional goal all onsite parking passengers getting approximately the same total time "on site" for the event. Local musicians for example could entertain the crowds before and after the race, thus showcasing what Austin has to offer as The Music Capitol. Electronic signage around the spectator areas would post lot exit times immediately following the race, so people would know when they needed to be at their cars and ready to depart. Once a lot's departure window expired, the exit gate for that lot would be closed, and remain closed until all other lot windows had passed, then the remaining cars would be released one lot at a time to orderly and reasonably manage traffic flow.

While not necessarily recommended, F1 could further tweak this proposal to its financial advantage by charging more for certain lots based upon what they may perceive to be "premium" admission/departure time windows. Another alternative if all lots would cost the same, might be to issue the car window/lot tags based upon a lottery system, with each lot still having the above referenced time window plan.

A controlled access plan such as suggested could drastically reduce the need for additional roadways and staff to handle the 17,000 cars all arriving/departing at the same time, not to mention the emotional strain on the drivers having to wait many hours "in traffic" to get in/out. Hope this helps and spurs additional thought.

Sincerely,

Ernest Pease

From: David Sweazy

Sent: Tuesday, May 29, 2012 4:38 PM

To: 'ernestpease@hotmail.com' Subject: F1 Traffic Plan

Mr. Pease,

I am David Sweazy, Vice President of Operations with the Circuit of the Americas, and the Travis County Transportation and Natural Resources department has forwarded me your email related to our mass gathering permit application. Thank you for the suggestions you made in the email. I am writing to let you know that we appreciate your interest in the project and are reviewing your suggestions to see if they can be incorporated into our traffic control plan. Some of your ideas are control measures we have already looked at and ruled out for one reason or another but some of your ideas suggest new measures that we will take into consideration. Again, we thank you for taking time to review the plan and make suggestions and appreciate the thought put into the information.

Sincerely,

David Sweazy

From: Susan Moffat [mailto:barbaro@bga.com]

Sent: Friday, May 25, 2012 4:13 PM

To: Sam Biscoe; Ron Davis; Sarah Eckhardt; Karen Huber; Margaret Gomez

Subject: Questions regarding proposed F1 traffic plan

Dear Judge Biscoe and Travis County Commissioners,

I greatly appreciate your care and diligence, and that of county staff, in ensuring a traffic plan for the Formula 1 event that will provide maximum public safety for both residents and guests.

After reviewing the proposed F1 traffic plan posted with today's Statesman story, I have the following questions which I hope you may be able answer before your June 5th hearing on this item.

- 1. What are the variables for each of the two assumptions regarding "on-site vehicle service time" and which is likely to be most accurate? The proposed plan currently provides two estimates of "on-site vehicle service time" (essentially, the time it takes to clear on-site parking lots). One estimate is for 3.14 hours, assuming 700 vehicles per lane per hour; the other is for 2.2 hours, assuming 1000 vehicles per lane per hour. Why is there such a large difference between the number of vehicles per lane in each assumption, what are the variables used for each, and which is likely to be most accurate?
- 2. What is the estimated "on-site vehicle service time" without Kellam Road? Time estimates for "on-site vehicle service time" specifically assume that Kellam Road between Elroy Road and Pearce Lane will be constructed and usable. The plan includes a map of a pre-event transportation plan without Kellam Road, but does not provide estimated times for clearing parking lots without Kellam. What are these?
- 3. What is the estimated total travel time for attendees traveling to and from the event from Austin, not counting the "on-site vehicle service time"?
- a. Please provide the estimated travel time with and without completion of the section of Kellam Road between Elroy Road and Pearce Lane.
- b. Please specify the travel time for each mode of ground transportation: shuttle, taxi, private car, limo, bicycle.
- 4. What is the plan for reaching and removing a disabled vehicle on the routes to and from the event?
- 5. Where are pedestrian routes for residents or others who may walk to the event? The Statesman piece says that residents will "probably" be able to walk, but the current map does not indicate pedestrian routes.
- 6. Could you please provide more specific information about the emergency vehicle routes and emergency plans in general?

a. Will <u>all</u> roads leading to and from the event have usable shoulders to permit emergency vehicles to pass? If not, what is the plan for bringing an emergency vehicle into areas that do not have usable shoulders? In particular, the current proposal shows emergency vehicles coming into the site on 183 will share lanes with event traffic, local traffic and COTA officials. Will this stretch of 183 still have a functioning shoulder on event days?

b. How will emergency vehicles gain access to roads in the site area that are not marked for emergency vehicle routes on the map? Will these be roadblocked with passage for emergency

vehicles only? The map provides no explanation.

- c. What is the specific plan for dealing with emergency medical needs at or near the event? Is it anticipated that ambulances will be serve the event and surrounding area on event days or will minor injuries and illnesses be treated on-site with more extreme cases helicoptered out?
  - d. What is the plan should an emergency evacuation be required during the event?

As always, many thanks for your hard work on behalf of county residents and for your consideration of these issues. I'm sure we all share the hope that this event will take place as safely as possible, and I look forward to your response.

Best, Susan Moffat 4112 Speedway Austin TX 78751

## **Department Reports**

5/30/12 Memorandum from Austin/Travis County Health and Human Services Department to Members of the Commissioners Court re: Report of the Travis County Health Authority

5/29/12 Memorandum from Sheriff Greg Hamilton to Members of the Commissioners Court re: Mass Gathering Permit Filed by the Circuit of the Americas and Formula One related to the November 2012 Events



## Austin/Travis County Health and Human Services Department

Office of the Director 15 Waller Street Austin, TX 78702



Date:

May 30, 2012

TO:

MEMBERS OF THE COMMISSIONERS COURT

FROM:

Philip Huang, MD, MPH

Medical Director/Health Authority

SUBJECT: Report of the Travis County Health Authority

Pursuant to Chapter 751, Texas Mass Gathering Act, section 751.005(b), "The county health authority shall inquire into preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county health authority shall submit to the county judge a report stating whether the health authority believes that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders will be maintained."

Staff of the City of Austin and Travis County Health Departments have reviewed various documents provided by appropriate representatives of Circuit of the Americas and Sodexo including, but not limited to, food service policies, water and waste water plans and other related information regarding the provision of food and other concessions for the public. Further, staff have reviewed provisions for public safety as it relates to the attention to illness or injury on site.

COTA-Sedexo appear to have policies and practices in place that address the safety of the public, in accordance with Texas Health and Safety Code provisions, and including, but not limited to, Chapter 751, Texas Mass Gathering Act.

Please note that this report does not include the actual inspection of kitchens, food delivery mechanisms and staff licenses and/or certifications as provided by the Texas Health and Safety Code. Personnel of the City of Austin, acting as agents of Travis County by Inter local agreement, will inspect, review and assess compliance with Texas statutes governing food and safety as these facilities are completed and-or established and prior to services being rendered to the public.



JAMES SYLVESTER Chief Deputy

> P.O. Box 1748 Austin, Texas 78767 (512) 854-9770 www.tcsheriff.org

DARREN LONG Major - Corrections

PHYLLIS CLAIR Major – Law Enforcement

MARK SAWA Major - Administration & Support

May 29, 2012

#### MEMORANDUM

TO:

Honorable Sam Biscoe, County Judge

Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM:

**Sheriff Greg Hamilton** 

SUBJECT:

Mass Gathering Permit Filed by the Circuit of the Americas and Formula One

Related to the November 2012 events

The Travis County Sheriff's Office has received and reviewed the required paperwork related to the mass gathering permit filed by the Circuit of the Americas and Formula One as required by statute and Travis County.

As the permit pertains to Title 9, Subtitle A, Chapter 751 of the Texas Health and Safety Code, Section 751.005 requires the Sheriff to investigate preparations for a mass gathering of persons that meet the criteria of the statute. The Sheriff is to submit to the County Judge a report stating whether the Sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules and orders will be maintained.

The Travis County Sheriff's Office has reviewed the documents and plans submitted as part of the application to include the;

- Public Safety Plan
- Traffic / Transportation Management Plan

After review of said plans, it is the opinion of the Travis County Sheriff's Office staff, and I as Travis County Sheriff, that these plans meet the minimum standards as listed in statute.

The Travis County Sheriff's Office understands that these minimum plans will continue to be refined over the upcoming months before the event and will continue to work with all public service entities involved in this event as well as COTA and Formula One staff. We feel that these relationships are key to keeping the staff and public safe during the event.

My staff will be actively engaged in ensuring that not only are the circumstances surrounding the event managed in a safe manner, but that the safety and security of the entire county be maintained during this time. I am committed to make certain large events of this nature do not take away from the high standard of service that our citizens are entitled to. Thus, TCSO will work as a team in conjunction with our municipal and state partners, ensuring the safety of our entire community and region.

Furthermore, it is my intent to ensure that the plans that we have received are practiced as much as practical before this event. My staff will work with COTA on seizing opportunities to practice and evolve the plans so that all strategies proposed in the documents are viable and reasonable responses to the myriad of occurrences that might affect the event. Some of those matters such as weather are not within our control, but our responses to them certainly are.

In closing, I have been impressed so far with the efforts of COTA and Formula One in listening to local input into how we manage events and incidents in our region. They have been willing to modify procedures to meet our needs while meeting their own as well. I would expect such cooperation to continue prior to and during this event and will continue to demand a unified approach to the management of such large events in my legal jurisdiction

If you have any questions please contact my office at 854-9770.

Cc. Major Phyllis Clair
Planning Manager Michael Hemby
File