

Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered in to this ____ day of _____, 20____ (the "Effective Date") by the City of Austin Watershed Protection and Parks and Recreation Departments (the "Landowner") and TreeFolks, a Texas non-profit organization ("TreeFolks") whose mission is to plant trees in central Texas and who has undertaken or will be undertaking tree-planting projects during 2018 and 2019 ("Tree Projects") on the Property of Landowner (the "Property").

1. Purpose and Intent

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

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

2. Rights Granted

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

3. Subject Lands

The Properties and Tree Projects covered by this Agreement for 2017-18 are specified in Exhibits A, B, C and following. The parties intend for TreeFolks in agreement with Landowner to append Exhibits that delineate the Property where Tree Projects will occur during 2018 and 2019, and to append Exhibits for qualifying Early Action Projects from 2012-2016 already executed as part of the Ready Set Plant program with the Landowner.

4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree Projects except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

5. Obligations of TreeFolks

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

6. Landowner Representations

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

7. TreeFolks Representations

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

8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 4, or if it defaults for other reasons, it shall compensate the Project Operator in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

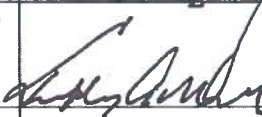
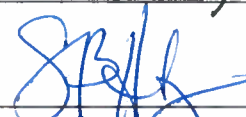
9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 27 years after the Effective Date of the Agreement. TreeFolks may renew this Agreement for a second 27 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

10. Governing Law

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

11. Parties

TreeFolks		Landowner		Landowner	
By:	TreeFolks	By:	Parks and Recreation Department	By:	Watershed Protection Dept.
Name:	Anna Mackey	Name:	Kimberly A. McNeely	Name:	Sara B. Hartley
Title:	Operations Director	Title:	Acting Director	Title:	Interim Director
Date:	6/20/19	Date:	12/12/2018	Date:	12/17/18
Address:	10803 Platt Lane	Address:	200 S. Lamar Blvd	Address:	505 Barton Springs Road
Phone:	512-443-5323	Phone:	512-974-6722	Phone:	512-974-1444
Fax:		Fax:		Fax:	
Email:	anna@treefolks.org	Email:	Kimberly.mcneely@AustinTexas.gov	Email:	sara.hartley@avstintexas.gov
Signature:	<i>Anna Mackey</i>	Signature:		Signature:	
Date:	6/20/19	Date:	12-12-18	Date:	12/17/18

12. Table of Contents for Exhibits

Exhibit	Property	Property Manager	Page Number
Exhibit A	Dixie Drive	WPD	5
Exhibit B	Patterson Park	PARD	7
Exhibit C	Davis White Park	PARD	9

Exhibit A. Description of Onion Creek Property (WPD) – Canopy Planting

Property Address

7100-7300 BLOCKS OF DIXIE DRIVE, 7100 BLOCK OF FOY CIRCLE

Property Legal Description

Portions of BLK E YARRABEE BEND SOUTH SEC 1 and BLK A ONION CREEK PLANTATIONS SEC 1



Planting List

Species	Qty
Callicarpa americana	10
Ulmus americana	20
Platanus occidentalis	10
Ehretia anacua	60
Taxodium distichum	50
Condalia hookeri	50
Frangula caroliniana	100
Acacia gregii	10
Ulmus crassifolia	50
Acacia berlanderi	100
Gleditsia triacanthos	100
Prosopis glandulosa	50
Acacia farnesiana	100
Eysenhardtia texana	85
Quercus fusiformis	5
Parkinsonia aculeata	100
Cornus drummondii	70
Sophora secundiflora	120
Diospyros texana	50
Sapindus saponaria var. drummondii	60
Aloysia gratissima	50
Total	1250

Planting Plan



Exhibit B. Description of Patterson Park Property (PARD) – Single Tree Planting

Property Address

1714 1/2 SCHIEFFER AVE, AUSTIN, TX

Property Legal Description

ABS 346 SUR 9 HAWKINS T ACR 9.29



Planting List

Species	QTY
Texas Redbud	3
Mountain Laurel	2
Kidneywood	1
Burr Oak	1
Texas Persimmon	2
Monterrey Oak	1
Smoke Tree	1
Live Oak	1
Desert Willow	3

Planting Plan

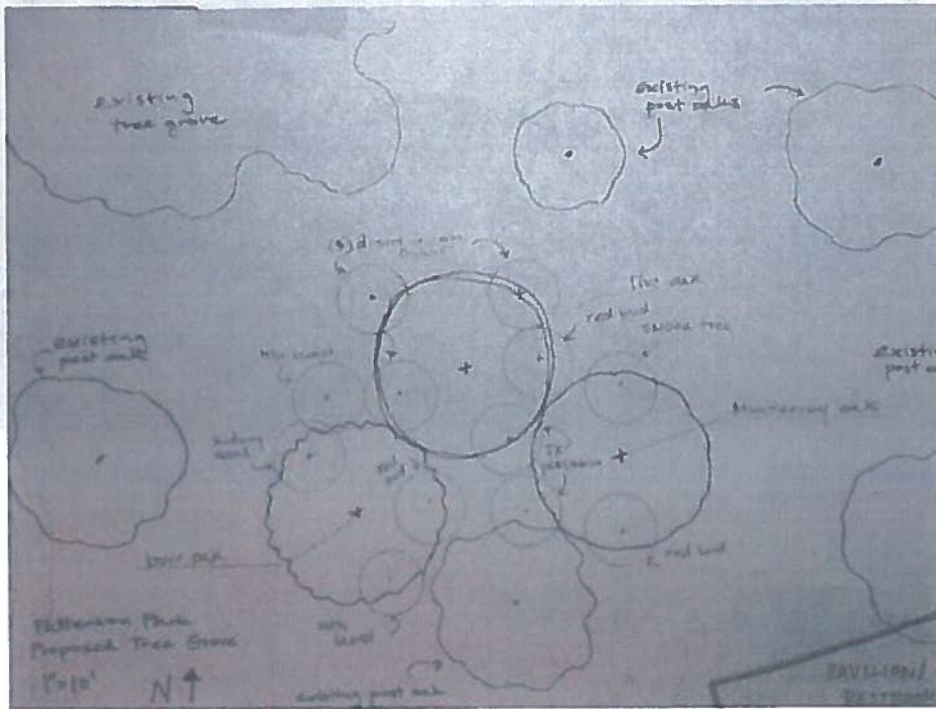


Exhibit C. Description of Davis White Park Property (PARD) – Single Tree Planting

Property Address

6705 CRYSTALBROOK DRIVE, AUSTIN, TX

Property Legal Description

ABS 22 SUR 29 TANNEHILL J C ACR 13.44



Planting List

Species	Qty
Mexican Buckeye	2
Desert Willow	2
Cedar Elm	4
Lacey Oak	3
Monterrey Oak	3
Red Oak	4
Mexican Sycamore	6
Huisache	4
Texas Redbud	3
Western Soapberry	2
Pecan	4

Planting Plan

