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May 7, 2010

VIA U.S. MAIL

Mr. Marco Martinez
C/o Mr. Carl A. Gamble
TCW Property Management, Inc.
11149 Research, Suite 100
Austin, Texas 78759-5227

Re: Travis Country Community Service Association, Inc./Los Indios Venture, Inc. Agreement

Dear Mr. Martinez:

This letter is written to you as President of the Travis Country Community Service Association, Inc. (the "Association"). My client Los Indios Ventures, Inc. ("Los Indios") proposes the following cooperation agreement.

As you know, Los Indios has an approved City of Austin site plan SP-03-0014C for Sunset Ridge at Southwest Parkway Office Development Project (the "Project"). This Project approves the construction of an office project in the "IP" industrial park zone district, which currently allows for 89,515 square feet of impervious cover. However, in March of 2008, Los Indios received a letter from the City acknowledging that the property was entitled to more impervious cover by applicable ordinance than is currently approved in the site plan and that the site plan can be amended to allow up to 270,753 square feet or 65% impervious cover as provided for under the Williamson Creek Ordinance.

There is a Restrictive Covenant on the property which currently limits the applicable FAR to .25:1. This covenant has the draw back of discouraging structured parking and a taller more compact building footprint in favor of covering a larger surface area with surface parking. The FAR restriction is not required by zoning, but only by a restrictive covenant running in favor of the City of Austin.

My client would propose that the Restrictive Covenant be amended to allow a .50 FAR. Furthermore, my client would request that the proposed amendment provide for an additional use to allow for religious assembly and private primary and/or secondary educational facilities/administrative support services in connection with religious assembly use. If a church purchases the property, it would not need the additional FAR, but would need the 65% impervious cover and for the Restrictive Covenant to include the additional civic use of religious assembly and private primary or secondary educational facilities. In addition, my client will ask for a variance from compatibility setback requirements which are triggered by the SF-2 zoning of the Conservation Easement abutting the eastern property line of the subject tract, whether the ultimate use is office or religious assembly. This will allow the Southwest Parkway driveway access to be located along the easterly property line for increased sight visibility to address traffic safety concerns.

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In consideration for the neighborhood's support for the amendment of the Restrictive Covenant regarding FAR at Planning Commission and City Council, and the neighborhood's support for the compatibility waiver variances before the Board of Adjustment, my client would: (i) revise its approved site plan to relocate the office building footprint as a three and four story building further to the west; (ii) construct a structured parking garage towards the center of the tract limited in height to 45 feet; and (iii) relocate the access drive to Southwest Parkway along the easterly property line, and (iv) relocate the access drive to Sunset Ridge (which currently is at the southeastern corner of the tract) to the southwestern side of the tract and allow only emergency vehicle access via a "crash gate" from Sunset Ridge, all in accordance with the site plan and driveway detail attached to this letter as described in Attachment 1.

In the event the property is used for religious assembly and/or private primary or secondary educational facilities in connection with the religious assembly use: (a) the FAR would not exceed .25/1.0 and the height would be deed restricted to 45-feet; b) the access drive to Sunset Ridge (which currently is at the southeastern corner of the tract) would be relocated to the southwestern side of the tract and allow only emergency vehicle access via a "crash gate" from Sunset Ridge; and (c) items (i) and (ii) above would not apply. The Association hereby acknowledges that the representatives of All Saints Presbyterian Church would like the opportunity to continue their ongoing discussions with regard to the possibility of gaining the support of the Association for access on to Sunset Ridge from the subject property.

In the event the amendments to the Restrictive covenant described herein are not approved by the City of Austin, then this agreement shall be rendered null and void and of no further force and effect.


In further consideration for the support of this Restrictive Covenant amendment and Board of Adjustment variance, my client will continue to support the TCW Neighborhood's efforts to achieve meaningful traffic calming measures approved by the City. In light of the fact that we may not know if the traffic calming measures proposed by the City will achieve their desired results before your neighborhood's support is requested on the Restrictive Covenant amendment and compatibility waiver variance, my client is willing to escrow the sum of \$30,000 in accordance with a mutually agreed escrow agreement to demonstrate its support for these neighborhood efforts. This money would be escrowed whether an office project or a church is developed on the subject property and may be used to construct traffic calming measures approved by the City within the neighborhood or to pursue the privatizing of Sunset Ridge between Old Bee Cave Road and Cobblestone Street and the construction of a gate. The escrow agreement would provide that the money could be used by the neighborhood for gate construction costs, or installation of other traffic calming devices and attorney's fees, consulting work, engineering fees, permit fees, and street vacation fees, in connection with the aforementioned gating or traffic calming measures as determined by the neighborhood and in accordance with the Escrow Agreement. The escrow funds would be escrowed at the time of final site plan approval by the City of Austin of either the proposed office project or religious assembly use as previously described and remain in place for a period of two (2) years, at the end of which time any remaining funds would be refunded to Los Indios.

In the event the property is developed as an office project, Los Indios will also agree to the signage, lighting, landscaping and trash restrictions as described in the Declaration of Covenants, Conditions and Restrictions previously negotiated with your Association, a copy of which is attached hereto as Attachment 3. Additionally, All Saints Presbyterian Church will agree to include the Association as a party to the proposed Declaration of Covenants, Conditions and Restrictions prepared in the event of a sale of the subject property to All Saints Presbyterian Church as previously provided to the Association to include provisions to (i) restrict access to Sunset Ridge to emergency vehicles only via a crash gate and (ii) prohibit parking of their

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parishioners on the TCW neighborhood streets.

Sincerely,



Terrence L. Irion

TLI:lm:
Cc: Tim Jamail

ACKNOWLEDGED AND AGREED:



Marco Martinez, President

Travis Country Community Service Association, Inc.

Date: May 10, 2010

Subject to and conditioned upon final agreement of the
form of all restrictive covenants, the escrow
agreement and other documents to memorialize this
letter agreement prior to City Council approval. non