

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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Michael Whellan
(512) 435-2320

July 9, 2018

Leane Heldenfels
Board of Adjustment Liaison
City of Austin
Development Assistance Center
505 Barton Springs Road, 1st Floor
Austin, Texas 78704

RE: C15-2018-0017: 1303, 1307, 1311 and 1401 South Lamar Blvd.

Dear Ms. Heldenfels:

Please accept this letter in connection with the above – referenced case as supplemental information for Board of Adjustment (“BOA”) consideration, and as a request for a conditional variance. Contained with this letter is the following information for the Board's consideration:

1. An unsigned Restrictive Covenant prohibiting Convenience Storage use on the property;
2. The signed, filed and recorded Restrictive Covenant for the benefit of the Zilker Neighborhood Association (“ZNA”) that covers compatibility issues on the entire 3.87 acre site;
3. An exhibit showing an area that would be limited to four stories upon obtaining this compatibility variance as a result of the Applicant’s collaboration with the only individual Property Owner that triggers the Variance request; and
4. A demolition permit application filed by the property owner of 1108 Jewell Street (Whitney Kroenke), the vacant single-family residential home located in the critical water quality zone.

After last month's meeting, the Applicant and I spoke briefly with ZNA Representative Lorraine Atherton about our desire to meet again to discuss the Applicant’s willingness to prohibit Convenience Storage as a use on the property, which would make more of the site available for residential units (something Ms. Atherton indicated ZNA desires). As a follow-up to that conversation, I sent an email confirming the Applicant's willingness to prohibit Convenience Storage and requesting a meeting. I am enclosing with this letter a Restrictive Covenant

{W0819082.1}

[illegible]

prohibiting Convenience Storage use on the property that the Applicant will sign and file (with ZNA consent) as a condition of approval of the compatibility variance. *See Exhibit 1.* This additional use restriction is consistent with the other compatibility issues that were incorporated into the attached Restrictive Covenant, which covers the entire 3.87-acre site, even though the rezoning case was only applicable for less than half the site (a 1.5-acre portion). For your convenience, I have also included a copy of this previously filed and recorded Restrictive Covenant on the entire 3.87-acre site for the benefit of ZNA that sets forth restrictions, which are similar to restrictive covenants for other projects that have been entered into with the neighborhood to address compatibility issues. *See Exhibit 2.*

As I mentioned at the last hearing, there is one property owner affected by the variance request. Whitney Kroenke (Jewell Street, LP) owns an estate comprised of 8 parcels, two of which are in the floodplain, yet trigger compatibility. *See Exhibit 3A.* Ms. Kroenke is now planning to fully tear down the sole structure on these triggering properties with no intention to rebuild in its spot, so the portion of her estate that is affected by our variance request will have no structures on it moving forward. The attached demolition permit application for the total demolition of this house was filed on June 5, 2018 (Permit #2018-104776). *See Exhibit 4.*

Finally, although all of Ms. Kroenke's primary residence and ancillary buildings are located on parcels from which the Applicant does not need any variance, the Applicant has met with Ms. Kroenke on several occasions and has now reached a solution that Ms. Kroenke supports. This comes in the form of our amended request incorporating an approximately 17,500 square foot area at the northeastern corner of the property that would be limited to four stories, as reflected on the exhibit attached to this letter, and as agreed to be a condition of our variance being approved. *See Exhibit 3B.* Specifically, the four-story area would be located between 102 and 108 feet from the eastern property line and would run 167 feet south from the northern property line (Detail in Exhibit 3B). In Summary, Ms. Kroenke is the only individual affected by this request, and she supports the request in its current modified form.

Very truly yours,



Michael Whellan

Exhibit 1

FIRST AMENDMENT TO RESTRICTIVE COVENANT

This First Amendment to Restrictive Covenant (this "Amendment") is executed by and between SEAMLESS GCW, Ltd., a Texas limited partnership, SEAMLESS 290 WEST DE LTD., a Texas limited partnership (collectively, "Owner"), and ZILKER NEIGHBORHOOD ASSOCIATION, a Texas nonprofit corporation ("ZNA"), effective as of the ____ day of July, 2018 (the "Effective Date").

RECITALS

A. Owner and ZNA imposed upon the Property that certain Restrictive Covenant dated March 6, 2018, recorded under Document No. 2018036158, Official Public Records of Travis County, Texas (the "Restrictive Covenant").

B. Owner and ZNA agree and now desire to amend the Restrictive Covenant as follows.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual obligations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Owner and ZNA hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the same meanings ascribed to them in the Restrictive Covenant.

2. Other Restrictions on Property. Section 2 of the Restrictive Covenant is hereby modified and amended to include "Convenience Storage" in the list of prohibited uses (as Convenience Storage is defined in the City of Austin Land Development Code, Chapter 25-2-4).

3. Convenience Storage. Section 2 of the Restrictive Covenant is hereby modified and amended to delete the following paragraph regarding Convenience Storage:

"The foregoing notwithstanding, Convenience Storage is permitted on the Tracts only so long as (i) the Convenience Storage development is limited to no more than one (1) acre of property out of the Tracts, and (ii) Convenience Storage may only access Lamar Boulevard by a shared drive with another use on the Tracts or other adjacent property. Nothing herein restricts Convenience Storage as an accessory use to a multi-family development."

4. Entire Agreement. This Amendment, together with the Restrictive Covenant, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all parties hereto.

5. Binding Effect. This Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Ratification. Owner and ZNA hereby ratify the terms of the Restrictive Covenant and acknowledge that the Restrictive Covenant remains in full force and effect, as modified hereby.

7. Counterparts. This instrument may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

EXECUTED to be effective as of the Effective Date.

OWNER:

SEAMLESS GCW, LTD., a Texas limited partnership

By: Seamless GCW GP, L.L.C., a Texas limited liability company, its general partner

By: _____
Joe Warnock, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the ____ day of _____, 2018, by Joe Warnock, President of Seamless GCW GP, L.L.C., a Texas limited liability company, the general partner of SEAMLESS GCW, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

SEAMLESS 290 WEST DE LTD., a Texas limited Partnership

By: JWDD Capital LLC, a Texas limited liability company, General Partner

By: _____
Name: Joe Warnock,
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the ____ day of _____, 2018, by Joe Warnock, President of JWDD Capital LLC, a Texas limited liability company, the general partner of SEAMLESS 290 WEST DE LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

ZNA:

Zilker Neighborhood Association, a Texas nonprofit corporation.

By: _____
David Piper, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the ____ day of _____, 2018, by David Piper, President of Zilker Neighborhood Association, a Texas nonprofit corporation.

[S E A L]

Notary Public, State of _____

My Commission Expires:

Printed Name of Notary Public

Exhibit 2

ELECTRONICALLY RECORDED

2018036158

TRV

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PGS

RESTRICTIVE COVENANT

This Restrictive Covenant ("Restrictive Covenant") is executed effective as of the 6th day of March, 2018 (the "Execution Date"), by SEAMLESS GCW, Ltd., a Texas limited partnership, and SEAMLESS 290 WEST DE LTD., a Texas limited partnership, (collectively, "Owner").

RECITALS:

(A) Owner is the owner of the real property in the City of Austin, Travis County, Texas, more particularly described as Tracts 1, 2, 3, and 4 in Exhibit "A" attached hereto and made a part hereof (the "Property"). Each of Tract 1, Tract 2, Tract 3, and Tract 4 within the Property is sometimes referred to individually as a "Tract" and collectively as the "Tracts." Each of the Tracts is currently improved with certain existing improvements as of the Execution Date of this Restrictive Covenant. Such existing improvements on a Tract are referred to as the "Existing Improvements" as to such Tract.

(B) Owner has filed a rezoning application with the City of Austin for the purpose of rezoning a portion of the Property for the purposes of constructing a mixed use development project thereon. The zoning information is on record at the City of Austin Planning and Zoning Department in File No. C14-2017-0122 (the "Zoning Case").

(C) In connection with the approval of such rezoning of a portion of the Property (Tract 2 and Tract 4) to "CS-V-CO" zoning, removing the FAR limit imposed in 1989, and in consideration thereof by the City of Austin, Owner has agreed to impose upon the Property the Restrictions (as defined below) for the mutual benefit of Owner and the Zilker Neighborhood Association, Inc., a Texas nonprofit corporation ("ZNA").

(D) ZNA is an organization dedicated to the preservation of the quality of life of residents of the neighborhood located in Austin, Travis County, Texas, in which the Property is located and, subject to the execution and recordation of this Restrictive Covenant, is supporting the Zoning Case for Owner.

NOW, THEREFORE, for and in consideration of the premises set forth in the Recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby impose the following obligations, restrictions and covenants upon the Property (collectively, the "Restrictions"), which shall be binding upon every person or entity while they are the owners of the Property, or any portion thereof but which will not become effective or enforceable and may not be recorded in the Official Public Records of Travis County, Texas, except in accordance with Section 8 of this Restrictive Covenant. Owner further declares that the Property shall be held, sold and conveyed, subject to the Restrictions beginning on the Effective Date (defined below) and extending for a term of forty (40) years,

{W0731846.14}

unless earlier terminated by a document in writing signed by the Owner(s) of all of the Property and ZNA (the "Term"), after which time the Restrictions shall automatically terminate and be of no further force and effect.

1. Sound Restrictions on Property.

If and when the automotive uses on a Tract are removed and such Tract is redeveloped with a Floor to Area Ratio greater than .3 to 1 (collectively, the "Applicability Conditions"), then (i) the use of outdoor sound equipment to amplify sound within the boundaries of such Tract is prohibited (the "Amplified Sound Restriction"), and (ii) no outdoor sound shall be allowed on such Tract that exceeds seventy (70) decibels as measured at the boundary lines of the Property described on Exhibit "A" attached hereto and generally shown on Exhibit "B" attached hereto. The foregoing notwithstanding, the Amplified Sound Restriction does not apply to the amenities areas of any multi-family development on the Tracts that are for private use by residents. The term "outdoor sound equipment" does not include telephones, computers, radios, televisions or other devices normally used indoors. The restrictions in this Section 1 will not be applicable to a Tract until the Applicability Conditions for such Tract have been satisfied.

2. Other Restrictions on Property.

If and when the Applicability Conditions for a Tract have been satisfied, then such Tract is subject to the following prohibited uses as defined in the City of Austin Land Development Code, Chapter 25-2-4 in effect as of the date hereof:

Adult-oriented businesses
Agricultural sales and services
Alternative Financial Services
Automotive rentals
Automotive sales
Bail bonds
Campground
Construction sales and services
Convenience Storage (except as permitted below)
Drop-off recycling collection facility
Drive-in Services
Equipment sales
Equipment services
Exterminating services
Funeral Services
Kennels
Laundry services

Limited warehousing and distribution
Outdoor entertainment
Outdoor sports and recreation
Pawn shop services
Plant nursery
Scrap and salvage services
Service station
Vehicle storage

The foregoing notwithstanding, Convenience Storage is permitted on the Tracts only so long as (i) the Convenience Storage development is limited to no more than one (1) acre of property out of the Tracts, and (ii) Convenience Storage may only access Lamar Boulevard by a shared drive with another use on the Tracts or other adjacent property. Nothing herein restricts Convenience Storage as an accessory use to a multi-family development.

If and when the Applicability Conditions for a Tract have been satisfied, then such Tract will be restricted to prohibit alcohol sales between midnight and 9:00 a.m.

The restrictions in this Section 2 will not apply to a Tract until Applicability Restrictions for such Tract have been satisfied.

3. City Trail. Owner shall dedicate a trail easement located generally within the eastern portion of the Property adjacent to the railroad right-of-way as generally depicted on Exhibit "B" (the "Trail Area"), which is also contained in the City of Austin Urban Trails Master Plan, September 2014. The exact location, alignment and dimensions of the trail easement shall be determined at site development permit review and approval for the project to be developed on the Property. The trail easement will be in form reasonably acceptable to Owner and the City.
4. Binding Effect; Enforcement. This Restrictive Covenant and the restrictions, covenants, benefits and obligations created hereby are benefits and servitudes running with the Property and shall inure to the benefit of Owner and ZNA and their successors and assigns during the Term of this Restrictive Covenant. This Restrictive Covenant may be enforced by ZNA by action at law or in equity, including, without limitation, action for specific performance or injunctive relief; provided, however, in no event shall ZNA take any such action unless and until ZNA has provided Owner with notice in writing (pursuant to Section 9 hereof) and the opportunity to cure before the 10th day following the date of such notice. In enforcing this Restrictive Covenant ZNA may seek the recovery of actual damages incurred along with reimbursement of costs of enforcement. However, in no event shall Owner be liable for punitive or consequential damages resulting from the violation or breach of this Restrictive Covenant.

5. Owner's Obligations. The obligations of Owner hereunder shall be binding on owner and any subsequent owner of the Property or any part thereof only during the period of its ownership of the Property or a portion thereof, and if Owner or any subsequent owner of the Property or any part thereof has conveyed or transferred the Property or a portion thereof to another person or entity, the transferee shall be responsible for all obligations of the transferor with respect to the Property or a portion thereof during the period of the transferee's ownership of the Property or a portion thereof and the transferor shall have no liability for any obligations arising after such transfer or conveyance with respect to the Property or a portion thereof which is the subject of such transfer or conveyance.
6. Severability. If any part of this Restrictive Covenant or any of the foregoing covenants is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Restrictive Covenant and such remaining portion of this Restrictive Covenant shall remain in full effect.
7. Modifications; Amendments; Termination. This Restrictive Covenant may be modified, amended or terminated only by joint written action of all of the following: (a) ZNA. (b) the owner(s) of the portion of the Property affected by the amendment, subject to the modification, amendment or termination, at the time of such modification, amendment or termination, and (c) any mortgagee having a deed of trust lien recorded in the Official Public Records of Travis County, Texas against the Property. Any time following the end of the Term of this Agreement, either ZNA or the Owner of any portion of the Property shall have the right to file a release of this Restrictive Covenant in the Official Public Records of Travis County, Texas, without the necessity of joining in any other party hereto. Notwithstanding anything to the contrary set forth in this Restrictive Covenant, this Restrictive Covenant will automatically terminate and be rendered null and void and of no further force or effect if ZNA ceases to exist or operate, or is no longer a non-profit corporation. Although the foregoing provision for the termination of this Restrictive Covenant is self-operating, Owner and its successors and assigns are entitled, but not required, to record an affidavit in the Official Public Records of Travis County, Texas, certifying that this Restrictive Covenant has automatically terminated in accordance with its terms.
8. Escrow Agreement and Recordation. Concurrently with the parties' execution of this Restrictive Covenant, the parties will enter into an escrow agreement (the "Escrow Agreement") with Heritage Title Company of Austin, Inc. (the "Title Company"), under which the parties will escrow signed and acknowledged originals of this Restrictive Covenant with the Title Company and Owner will escrow the amount of \$10,000 (the "Enforcement Funds") with the Title Company. The Escrow Agreement will provide that (i) this Restrictive Covenant will be recorded by the Title Company in the Official Public Records of Travis County,

Texas within two (2) business days after the City Council of the City of Austin approves on third reading the zoning change for the Property contemplated in the Zoning Case and such zoning becomes effective (the "Recording Condition"), and (ii) upon satisfaction of the Recording Condition, the Enforcement Funds will be available to ZNA from escrow for any future enforcement costs in connection with this Restrictive Covenant. Any unused Enforcement Funds will be disbursed to Owner on the date that is six (6) years after the date of the Escrow Agreement. If the Recording Condition has not been satisfied within one year after the Execution Date, then this Restrictive Covenant will automatically terminate and will be returned, unrecorded, to Owner.

9. Notices. All notices required shall be in writing addressed to the respective parties as set forth below, unless another address shall have been designated as provided below, and shall be delivered by personal delivery, or by registered or certified mail, to the parties as follows:

If to ZNA to: Zilker Neighborhood Association
 1600 Barton Springs Road,
 Suite 6601
 Austin, Texas 78704
 Attention: David Piper, ZNA President

If to Owner to: Seamless GCW, Ltd.
 4407 Bee Cave Road, Suite 421
 Austin, Texas 78746
 Attn: Joe Warnock and Dustin Donnell

With a copy to: Armbrust & Brown PLLC
 100 Congress Ave., Suite 1300
 Austin, Texas 78701
 Attn: Gregg Krumme

Seamless 290 West DE Ltd.
4407 Bee Cave Road, Suite 421
Austin, Texas 78746
Attn: Joe Warnock and Dustin Donnell

10. No Dedication. No provision of this Restrictive Covenant shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions and restrictions specifically set forth herein. Nothing in this

Restrictive Covenant shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever, save and except the Owner's agreement to grant the trail or greenbelt easement in the Trail Area in accordance with Section 4 hereof.

11. Estoppel Certificates. Any Owner of any portion of the Property (or any ground lessee or any mortgagee holding a first lien security interest in any portion of the Property (whether by fee or leasehold mortgage)) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner or ZNA requesting such Party to execute a certificate certifying that, to the best of such responding party's knowledge, (i) the party requesting such certificate is not in default in the performance of its obligations under this Restrictive Covenant, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Restrictive Covenant as may be reasonably requested. The responding party shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.
12. Multiple Originals. This Restrictive Covenant may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
13. Headings. The headings herein are included only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this document nor in any way affect the terms and provisions hereof.
14. Venue. Venue for any cause of action arising from this Restrictive Covenant will be in Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

Executed as of this day of 6th, of MARCH, 2018, but to be effective on the Effective Date (as defined in this Restrictive Covenant).

Agreed to and Accepted by

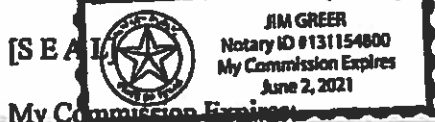
SEAMLESS GCW, LTD., a Texas limited partnership

By: Seamless GCW GP, L.L.C., a Texas limited liability company, its general partner

By: [Signature]
Joe Warnock, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the 6 day of March, 2018, by Joe Warnock, President of Seamless GCW GP, L.L.C., a Texas limited liability company, the general partner of SEAMLESS GCW, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



My Commission Expires 6/2/21

[Signature]
Notary Public, State of Texas
Jim Greer
Printed Name of Notary Public

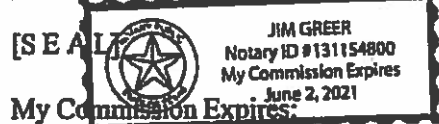
SEAMLESS 290 WEST DE LTD., a Texas limited Partnership

By: JWDD Capital LLC, a Texas limited liability company, General Partner

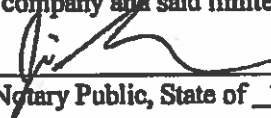
By: [Signature]
Name: Joe Warnock,
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the 6 day of March, 2018, by Joe Warnock, President of JWDD Capital LLC, a Texas limited liability company, the general partner of SRAMLESS 290 WEST DE LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



My Commission Expires:
6/2/21



Notary Public, State of Texas

Jim Greer

Printed Name of Notary Public

Executed as of this day of 6th, of March, 2018, but to be effective on the Effective Date (as defined in this Restrictive Covenant).

Agreed to and Accepted by:

Zilker Neighborhood Association, a Texas nonprofit corporation.

By:

David Piper
David Piper, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me, on the 6th day of March, 2018, by David Piper, President of Zilker Neighborhood Association, a Texas nonprofit corporation.

[SEAL]

My Commission Expires:

7-10-2021

Lee Ann May
Notary Public, State of TEXAS

LEE Ann May
Printed Name of Notary Public

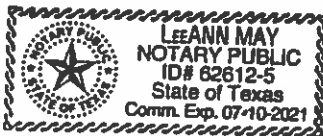


EXHIBIT "A"

Legal Description of the Property

Tract 1: Lot 3, COMMERCIAL SQUARE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 29, Page 26, of the Plat Records of Travis County, Texas.

Tract 2: 0.606 acres, more or less, being a part of and out of Lot 1 THE MAUFRAIS SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 90, Page(s) 90, of the Plat Records of Travis County, Texas, being more particularly described by the metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

Tract 3: Lot 2A, Commercial Square Resubdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 47, Page(s) 47, of the Plat Records of Travis County, Texas.

Tract 4: 0.894 acres, more or less, being a part of and out of Lot 1 THE MAUFRAIS SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 90, Page(s) 90, of the Plat Records of Travis County, Texas, being more particularly described by the metes and bounds shown on Exhibit "A-2" attached hereto and made a part hereof. (1401 South Lamar)

EXHIBIT "A-1"

Metes and Bounds of Tract 2

BEING a tract of land containing 0.606 acre being a portion of Lot 1, The Maufrais Subdivision, a subdivision in the City of Austin, Travis County, Texas, recorded in Plat Book 90, Pages 90-91, Plat Records, Travis County, Texas. Said 0.606 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 1, same being in the West line of the International & Great Northern Rail Road right-of-way for the Northeast corner and Point of Beginning hereof,

THENCE with the East line of said Lot 1, same being the West line of said International & Great Northern Rail Road tract the following two (2) courses and distances:

- 1) S 27°06'01" W for a distance of 24.35 feet,
- 2) 146.56 feet along the arc of a curve to the right whose radius is 2814.79 feet and whose chord bears, S 28°35'31" W for a distance of 146.55 feet to a point for the Southeast corner hereof.

THENCE through and across said Lot 1 with the South line hereof, N 55°56'25" W for a distance of 205.97 feet to an existing corner in the North line of said Lot 1, same being the South line of Lot 3, Commercial Square, a subdivision in the City of Austin, Travis County, Texas, recorded in Plat Book 29, Page 26, Plat Records, Travis County, Texas, for the Southwest corner hereof.

THENCE with the West line of the herein described tract being the North line of said Lot 1, same being the South line of said Lot 3, the following three (3) courses and distances:

- 1) N 52°06'35" E for a distance of 145.30 feet to a point for the Northwest corner hereof,
- 2) S 62°12'12" E for a distance of 60.10 feet,
- 3) S 72°40'25" E for a distance of 88.02 feet to the Point of Beginning and containing 0.606 acre of land, more or less.

EXHIBIT "A-2"

**Metes and Bounds of Tract 4
(Attached)**

EXHIBIT "A-2"



TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardlls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.8928 ACRE (38,890 SQUARE FEET) OUT OF LOT 1 OF THE MAUFRAIS SUBDIVISION, RECORDED IN VOLUME 90, PAGE 90-91 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), SAID 0.8928 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with an illegible cap found for angle point in the north line of said Lot 1, same being an angle point in the south line of Lot 3 of Commercial Square Subdivision, recorded in Volume 29, Page 26 (P.R.T.C.T.), said point being the westernmost corner of a 0.606 acre tract of land conveyed to Seamless GCW, LTD, called Tract 2, recorded in Document Number 2009197813 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.);

THENCE, crossing said Lot 1, with the south line of said 0.606 acre Seamless GCW tract, S57°20'38"E, a distance of 206.21 feet to a 1/2-inch iron rod with "RPLS 4337" cap found for the southernmost corner of said 0.606 acre Seamless GCW tract, being in the east line of said Lot 1, same being the west right-of-way line of the Union Pacific Railroad (called the International and Great Northern Railroad per plat, Volume 90, Pages 90-61), (100' Right-of-way);

THENCE, with the east line of said Lot 1, same being the west right-of-way line of said Railroad, with a curve to the right, having a radius of 2,814.79 feet, an arc length of 95.46 feet, and a chord which bears S29°48'00"W, a distance of 95.46 feet to a 1/2-inch iron rod found for the southeast corner of said Lot 1, same being the easternmost corner of Lot 2 of said Maufrais Sudivision;

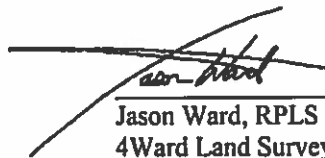
THENCE, with the south line of said Lot 1, same being the north line of said Lot 2, N57°16'46"W, a distance of 411.91 feet to a 1/2-inch iron rod found in the east right-of-way line of South Lamar Boulevard for the southwest corner of said Lot 1, same being the northernmost corner of said Lot 2;

THENCE, with the east right-of-way line of South Lamar Boulevard and the west line of said Lot 1, with a curve to the left, having a radius of 1,954.86 feet, an arc length of 94.89 feet, and a chord which bears N33°16'11" E, a distance of 94.88 feet to a 1/2-inch iron rod with "RPLS 4337" cap found for the northwest corner of said Lot 1;

THENCE, with the north line of said Lot 1 and the east right-of-way line of South Lamar Boulevard, S57°20'38" E, passing at a distance of 4.93 feet a 1/2-inch iron rod found for the southwest corner of said Lot 3, same being an angle point in the east right-of-way line of South Lamar Boulevard, and continuing with the common line of said Lot 1 and said Lot 3, for a total distance of 199.93 feet to the **POINT OF BEGINNING** and containing 0.8928 Acre (38,890 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000059212078. See attached sketch (reference drawing: 00555_ALTA_Rev-2.dwg.)


2/28/18
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

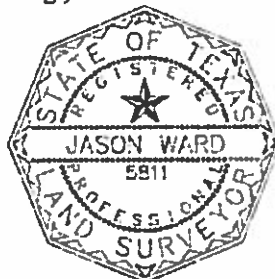
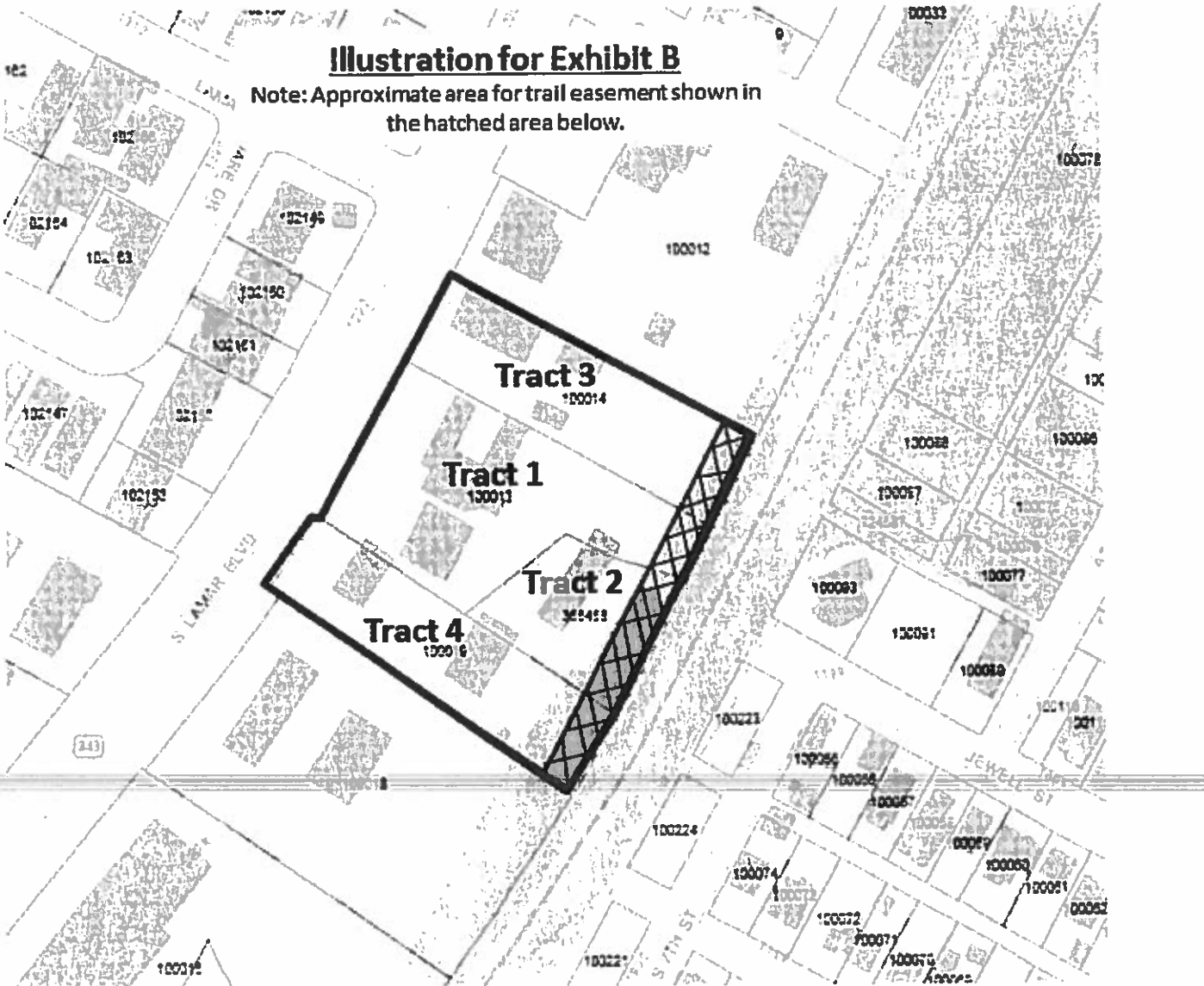


EXHIBIT "B"

Trail Area

Illustration for Exhibit B

Note: Approximate area for trail easement shown in the hatched area below.



{W0731846.14}

13



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 12 2018 10:26 AM

FEE: \$ 82.00 2018036158

Exhibit 3A

Area limited to 4
Stories in Height

**Triggering
Parcels**
-1108 Jewell St.
Demolition Permit
#2018-104776

UNION PACIFIC RAILROAD

LOT 3
Jewell St
1103
Jewell Street, LP
Estate

FLOODPLAIN
NO CONSTRUCTION

SOUTH 7th STREET

SOUTH 6th STREET

JEWELL STREET

LOT 1
CITY OF
AUSTIN
LOT
LOT 2
CITY OF
AUSTIN
LOT




Development
 SERVICES DEPARTMENT

 One Texas Center
 505 Barton Springs Road, Austin, TX 78704; (512) 978-4000

Demolition Permit
Application

 Application Type: ☐ Commercial ☐ Residential

Fee Paid: \$ _____ Submission Date: _____

For Office Use Only – Permit Information

BP- _____ PR- _____ LHD_NRD_HDP- _____ Ca. _____

Referred By: _____ NRHD/LHD: _____

☐ Release Permit

☐ Do Not Release Permit

☐ HLC Review- _____

Historic Preservation Office

Date

IMPORTANT: Inspections are required for all demolition projects. If you do not call for a final inspection, the permit will expire after twelve (12) months from the time of applying for the permit. In order to close out an expired permit, an applicant will be required to submit a NEW application for the project and all fees will be assessed again. **DO NOT LET YOUR PERMIT EXPIRE!!!!**

HISTORIC LANDMARKS AND DISTRICTS: If this property is a Historic Landmark or is within a Local Historic District or National Register Historic District, additional applications and fees will apply. For more information, contact the City Historic Preservation Office (see <http://www.austintexas.gov/departments/historic-preservation>).

Submittal Requirements

- ☒ 1. Owner authorization/signature, **NOTARIZED** at the bottom of the next page of this application, OR a **NOTARIZED** letter of authorization from the owner giving the applicant permission to apply
- ☒ 2. Dimensioned Site Plan or Survey that shows all existing structures and what is being demolished
- ☒ 3. Certified tax certificate(s) from the Travis County Tax Assessor's Office (5501 Airport Boulevard, 512-854-9473)
- ☒ 4. Photos of each side of structure; the front photo needs to show the entire front of the structure that is visible from the street
- ☒ 5. Review Fee (see fee schedule for applicable fees)

Additional requirements for Commercial Demolitions:

- ☐ 6. Approved/Red-stamped Site Plan OR an approved Site Plan Exemption Form
- ☐ 7. Completed Texas Department of Health Asbestos Notification Form; must be filled out by a licensed inspector or contractor

Property Information	Demolition Type
Address: 1108 Jewell Street	<input checked="" type="checkbox"/> Total <input type="checkbox"/> Partial – Identify the exterior wall(s), roof, or portion of wall(s) and roof to be demolished:
City: Austin Zip: 78704	
Current Use: Residence	
Demolition Contractor Information	Structural Information
Company: DAR Construction	# Structures: 1 Square Feet: 2273
Address: PO Box 142028	Building Materials: Wood
City: Austin Zip: 78714	Foundation Type: Pier / Beam
Phone: 512-453-4646	Estimated Cost of Demolition: 5000

Applicant	Owner
Name: DAR Construction	Name: Jewell Street LP
Address: PO Box 142028	Address: 1100 Jewell Street
City: Austin Zip: 78714	City: Austin Zip: 78704
Phone: 512-453-4646	Phone: 323-394-6339
Email:	Email:

If the property was used for housing, please complete the following:

Total Number of Housing Units to be Demolished for this Permit: 1

Was the property inhabited within last 12 months? ☒ Yes ☐ No

Current Tenant Notification

How many currently occupied residential units will be demolished? 1

If 5 or more, tenant notification may be required and a certified form may be required with your application (LDC 25-1-712).

Consent, Authorizations, and Signatures

I understand and will adhere to the following rules or regulations:

- No work may begin prior to issuance of this permit.**
- It is important to verify with the Development Assistance Center (DAC) that new construction will be permitted on the property at this location PRIOR to filing this application.
- If the structure to be demolished is currently tied into water and/or sewer services provided by the City of Austin, you must contact Austin Water Utility at 512-494-9400 to obtain specific water and sewer service information.
- Erosion and Sedimentation Controls are required per Section 25-8-181 of the City of Austin Land Development Code.** Failure to comply with this requirement may result in a Stop Work Order and/or legal action by the City of Austin including criminal charges and fines of up to \$2,000.00 per day.
 - Inspection of erosion, sedimentation controls, and tree protection shall be requested by the owner** before construction begins (25-1-288.A & 25-1-288.F): (512) 974-2278 or environmental.inspections@austintexas.gov.
- If the proposed work will require the removal of any tree protected by ordinance, impact the critical root zone, or prune more than 25% of tree canopy as defined by the Environmental Criteria Manual (3.5.2.A), a Tree Ordinance Review Application is required prior to any such activity.** Note: root zone protection measures (e.g. fencing, boards attached to the trunk, mulch) are required prior to work commencing. For information please email the City Arborist Program at cityarborist@austintexas.gov or visit the website at <http://www.austintexas.gov/department/city-arborist>.
- If the proposed work will require use of City right-of-way, a Right of Way Application must be approved prior to any such activity. Applications may be obtained from the City of Austin Transportation Department (512-974-7180) or on the website at <https://austintexas.gov/rowman>.
- The Historic Preservation Office will review this application to determine if the structure that is subject of this application is potentially historic as defined by Section 25-11-214 of the City of Austin Land Development Code. Additional review by the Historic Landmark Commission may be required and additional fees may be assessed.**
- Once this review is complete and approved, the permit may be obtained from the Permit Center and additional fees will be assessed at that time.

ESCROW ACCOUNT

Acct No. 2011-092877 GE

I, the undersigned, hereby swear or affirm that the information provided in this application is true and correct to the best of my knowledge and is an accurate reflection of my intentions for the above structure and/or property. I understand that any omission or incorrect information herein will render this application and any permit obtained invalid.

- ☒ As owner(s) of the property described in this application, I/we hereby authorize the Applicant listed on this application to act on my/our behalf during the processing and presentation of this request. They shall be the principal contact with the City in processing this application.

Signature of Applicant (if different than owner):

Date: 6/5/2018

Signature of Owner:

Date: 6/5/18

Jewell Street, L.P., By: Six Unicorns, Inc., its general partner
By: R. Otto Maly, its President

Sworn and subscribed before me this 5th day of June, 20 18

Signature of Public Notary:

Debi Barton

My commission expires:

3/26/21

Notary Public in and for the State of Texas mo

Debi Barton
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2021
ID #13450605

TAX CERTIFICATE
Bruce Elfant
Travis County Tax Assessor-Collector
P.O. Box 1748
Austin, Texas 78767
(512) 854-9473

NO 2265894

ACCOUNT NUMBER: 01-0003-1033-0000

PROPERTY OWNER:

JEWELL STREET LP
1100 JEWELL ST
AUSTIN, TX 78704-3434

PROPERTY DESCRIPTION:

LOT 11-12 BLK D CAPITAL HEIGHTS

ACRES .2958 MIN% .000000000000 TYPE

SITUS INFORMATION: 1108 JEWELL ST

This is to certify that after a careful check of tax records of this office, the following taxes, delinquent taxes, penalties and interests are due on the described property of the following tax unit(s):

YEAR	ENTITY	TOTAL
2017	AUSTIN ISD	*ALL PAID*
	CITY OF AUSTIN (TRAV)	*ALL PAID*
	TRAVIS COUNTY	*ALL PAID*
	TRAVIS CENTRAL HEALTH	*ALL PAID*
	ACC (TRAVIS)	*ALL PAID*
TOTAL SEQUENCE 0		*ALL PAID*
TOTAL TAX:		*ALL PAID*
UNPAID FEES:		* NONE *
INTEREST ON FEES:		* NONE *
COMMISSION:		* NONE *
TOTAL DUE ==>		*ALL PAID*

TAXES PAID FOR YEAR 2017 \$15,494.22

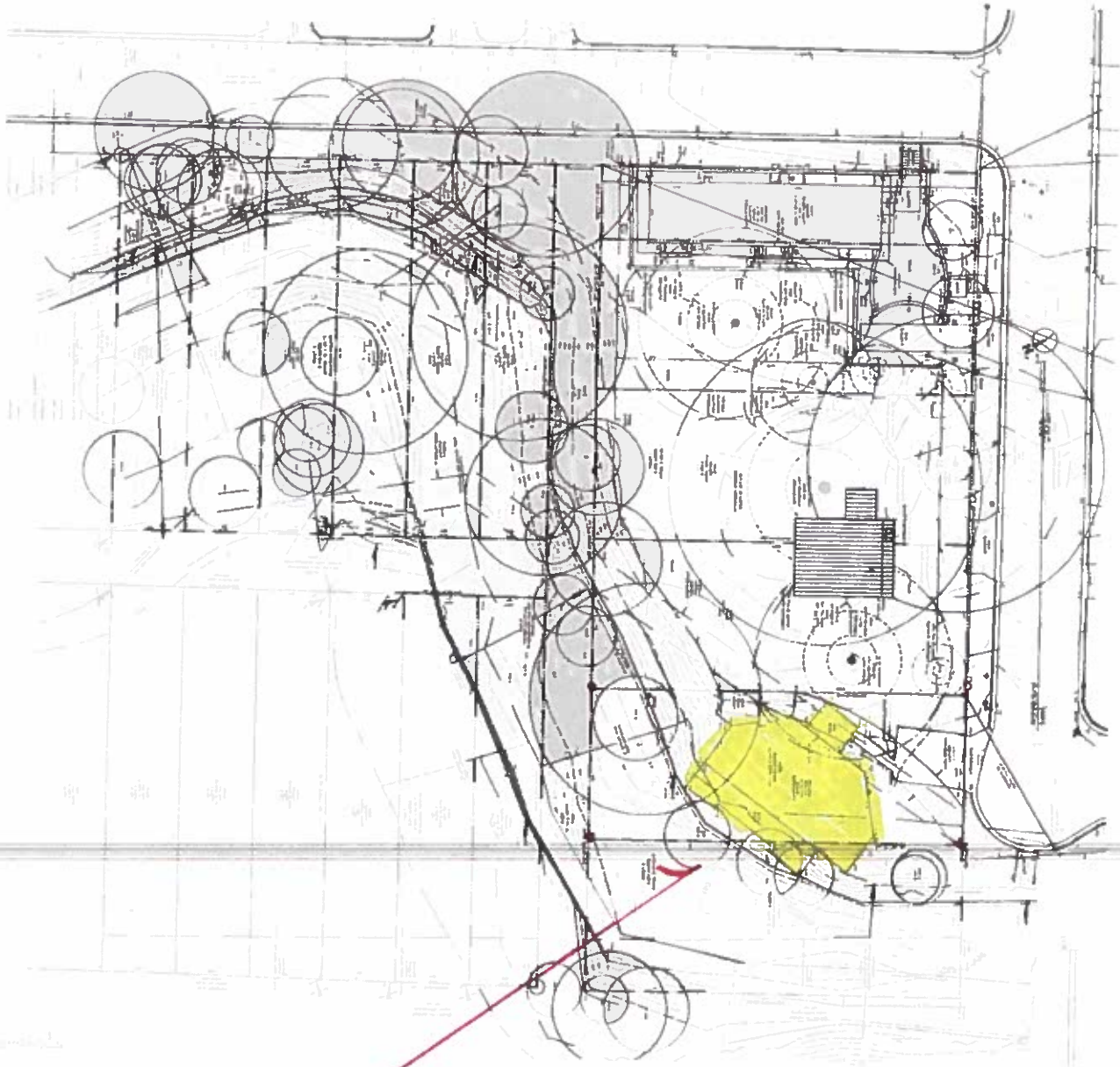
ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2017 EXCEPT FOR UNPAID YEARS LISTED ABOVE.
The above described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, State Property Tax Code).
Pursuant to Section 31.08 of the State Property Tax Code, there is a fee of \$10.00 for all Tax Certificates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 05/31/2018

Fee Paid: \$10.00

Bruce Elfant
Tax Assessor-Collector

By: 

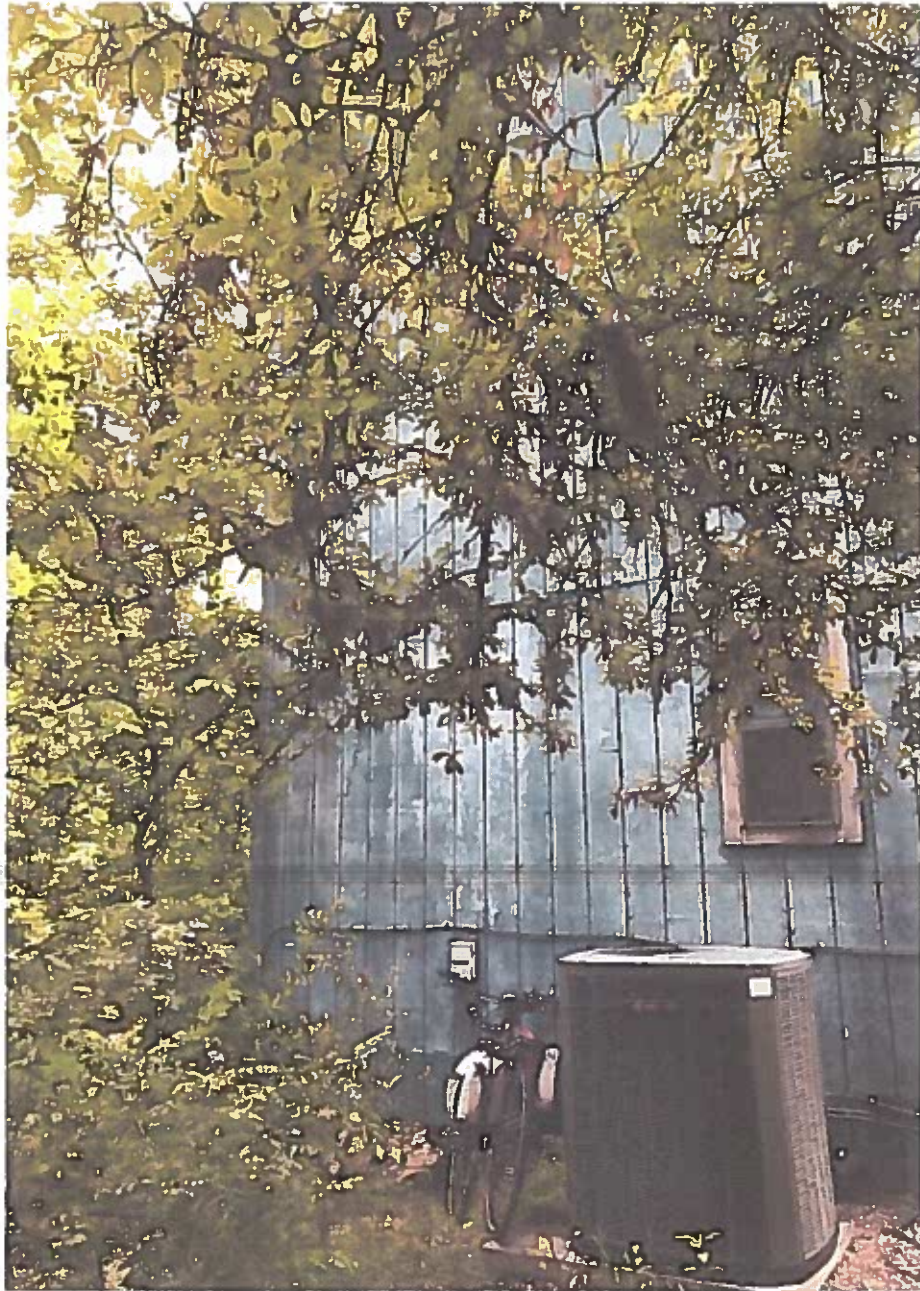


* Demolish
Single family
Residence

1108 Jewell St.



1108 Jewell St.



1108 Jewell St.



1108 Jewell St



1108 Jewell St.