

AGREEMENT REGARDING COMAL FOOD STORE

OWNER: COMAL KOALAS PROPERTIES, LLC
2311 Enfield Road, Austin, Travis County, Texas 78703
Attn: Rosa Santis

ASSOCIATION: Barrio Unido Neighborhood Association
2216 Haskell Street, Austin, Travis County, Texas 78702
Attn: Gavino Fernandez, Jr.

PROPERTY: Lot 1, Outlot 20, Division O of the Swartz Addition, a subdivision in Travis County, Texas, in the plat of record in Vol. 25, Pg. 7, Plat Records of Travis County, Texas, also known as 220 Comal Street, Austin, Travis County, Texas.

WHEREAS, the Owner of the Property and the Association have agreed that the Property should be impressed with certain restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property shall hold the Property subject to the following restrictions impressed upon the Property by this agreement.

1. All renovation, remodel, and/or reconstruction of the Comal Food Store structure currently located upon the Property (the "Store") shall honor and reflect the existing historic aesthetic and stylistic elements of the Store.
2. The street-facing exterior side and front of the renovated, remodeled, or reconstructed Store, shall be constructed of natural wood in the style and dimensions currently existing on the street-facing exterior side and front of the Store, shall include a grocery, and shall include a porch, gable, door, window dimensions, window placement, and window framing consistent with the porch, gable, door, and windows currently existing at the front of the Store.
3. If Owner is unable to comply with Paragraphs 1 and/or 2 of this Agreement as to the porch, gable, doors and windows of the front façade of the renovated, remodeled or reconstructed Store, Owner may construct according to an alternative design so long as said design is approved by the City of Austin Historic Preservation Officer based upon the historic appropriateness of the alternative design.
4. The Owner shall preserve the sign (the "Sign") which reads "Your Neighborhood Grocery Store", which is painted on the north-side exterior of the Store. Prior to any structural modification to or demolition of that portion of the exterior wall that includes the Sign, the Sign shall be removed, restored, and preserved; and the Sign shall later be incorporated into or affixed to the north-side exterior of any renovated, restored, modified, or replaced north-side exterior wall of the Store.

Any restoration of the Sign that entails repainting shall be done with paint colors that match the existing paint colors of the Sign.

5. Notwithstanding anything else in this Agreement to the contrary, nothing in this Agreement shall prohibit or restrict Owner's ability to expand the Store beyond the footprint, height, and/or size that exists as of the date of this Agreement, and Paragraphs 1, 2, 3, and 4 of this Agreement shall not apply to any portion of the renovated, remodeled, or reconstructed Store that is part of an expansion beyond the Store's currently-existing footprint, height, or size.
6. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the Association to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions.
7. If at any time the Association fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
9. This Agreement may be modified, amended, or terminated only by joint approval of a written amendment signed by both the Association and the Owner.
10. When the context requires, singular nouns and pronouns include the plural.

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AGREED:

COMAL KOALAS PROPERTIES, LLC,
a Texas limited liability company

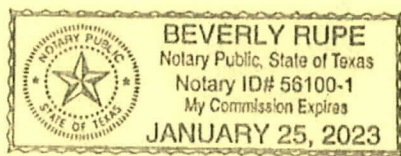
By:

Rosa Santis
Rosa Santis, Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Rosa Santis, Manager of Comal Koalas Properties, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on September 19th, 2019.



Beverly Rupe
Notary Public, State of Texas

BARRIO UNIDO NEIGHBORHOOD
ASSOCIATION

By:

Gavino Fernandez, Jr.
Gavino Fernandez, Jr.

Title: President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Gavino Fernandez, Jr., President of the Barrio Unido Neighborhood Association, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on September 19th, 2019.

Beverly Rupe
Notary Public, State of Texas



September 13, 2019

To:
Comal Koalas Properties, LLC
c/o Rosa Santis
220 Comal St
Austin, TX 78702

Re: Structure @ 220 Comal St, Austin, TX

General condition is very poor.

West side addition unsalvageable.

False front, porch, windows, entry doors, and trim all unsalvageable without implementation of advanced restoration processes—epoxy penetrants/consolidants etc.

10% of exterior siding (2' directly below overhang) possibly salvageable for reuse with careful removal and lead paint abatement.

60% of interior beaded ceiling and shiplap wall skin possibly salvageable for reuse with careful removal and tedious lead paint abatement.

Some framing elements may be salvaged as individual pieces, but not as a constructed whole. Structure is basically sitting on grade. All components from top of floor to grade (flooring/subflooring/joists/piers) are beyond prudent salvage.

Restoration of original building and its components would be very difficult and expensive. Re-creation best option with optional reuse of salvageable original materials.

Years of neglected maintenance, water infiltration, insects and the Texas sun are once again the culprits of demise.

Garland L Turner
WoodEye Construction & Design Inc.
35 years of construction/restoration experience
woodeyeconstruction.com
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