

NALLE WOODS

4700 N Capital of Texas Hwy,
Loop 360
Austin, TX 78746

EXHIBIT 14 - TOPOGRAPHY OF LAND AND TREES



NALLE WOODS

Austin, TX 78746

SIGN VARIANCE REQUEST



SULLAWAY
ENGINEERING

10815 RANCHO BERNARDO RD., SUITE 260
SAN DIEGO, CA 92198
F [REDACTED]

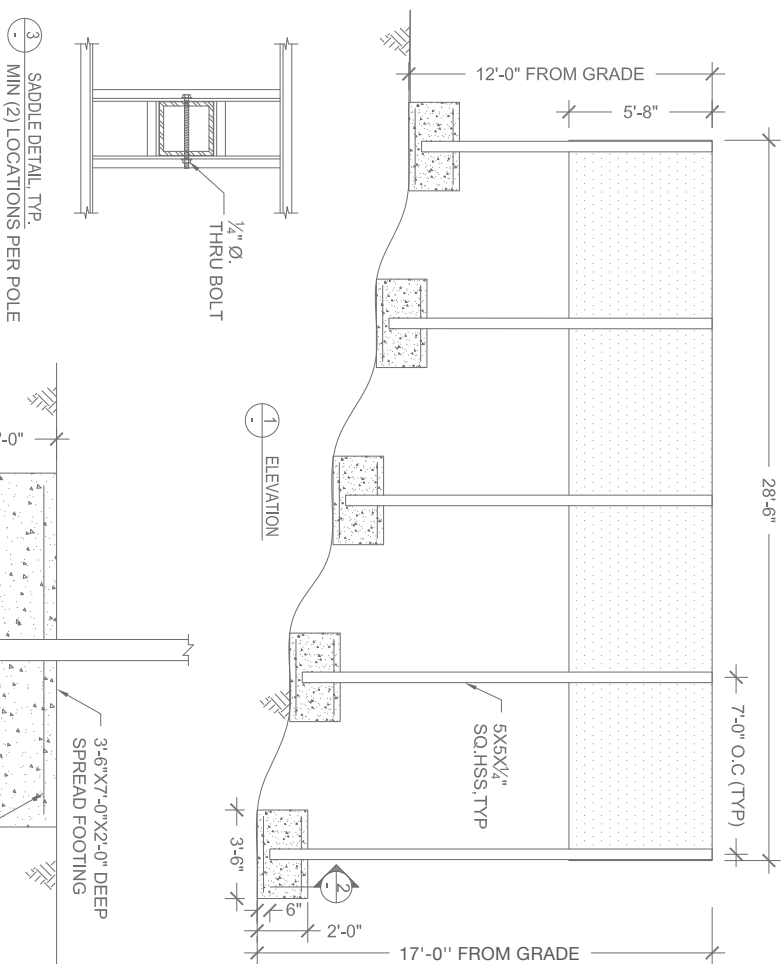
PHONE: 1-858-312-5150 FAX: 1-858-777-3534

PROJECT: NALLE WOODS, 4700 N CAPITAL OF TEXAS HWY, AUSTIN, TX


PROJECT #: 22688

CLIENT: MELLO SIGNS

DATE: 08-09-2019
ENGINEER: PS
LAST REVISED:



GENERAL NOTES

1. DESIGN CODE: IBC 2015
2. DESIGN LOADS: ASCE 7-10
3. WIND VELOCITY 115 MPH EXPOSURE C
4. CONCRETE 2500 PSI MINIMUM
5. SOL/RECT. HSS STEEL ASTM A500 GR. B, $F_y = 46$ KSI MN.
6. BOLT STEEL ASTM A307, HOG PER ASTM A153, 2P PER ASTM B633
7. STEEL REINFORCEMENT IN CONCRETE ASTM A615 GR 60
8. PROVIDE MIN. 3" CLEAR COVER ON ALL STEEL EMBEDDED
IN CONCRETE WHEN CAST AGAINST SOIL
9. VERTICAL SOIL BEARING PER IBC CLASS 4 (2000 PSF)
10. PROVIDE PROTECTION AGAINST DISSIMILAR METALS
11. ALL DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION
- 2 SECTION, TYPE
- 
MICHAEL F. SULLMASY
105754
PROFESSIONAL ENGINEER
STATE OF TEXAS
- CERTIFICATE OF AUTHORITY
NO. F-14143




CERTIFICATE OF AUTHORITY
NO. F-14143

D-1/65

EXHIBIT 16 CONT. - ENGINEER DRAWING OF SIGN STRUCTURE - SULLAWAY ENGINEERING

Austin, TX 78746

SGN VARIANCE REQUEST



1081-3

PROJECT: NALLE WOODS

PROJ. NO.: 22688

CLIENT: MELLO SIGNS

DATE: 8/9/19

ENGINEER: PS

VAs 0

units: pounds, feet unless noted otherwise

Applied Wind Loads; from ASCE 7-10

$$F=q_z \cdot G \cdot C_d \cdot A_f \quad \text{with} \quad q_z = 0.00256 K_z K_{zt} K_d V^2 \quad (29.3.2 \text{ \& } 29.4)$$

$$C_d = 1.793 \quad (\text{Fig. 29.4-1}) \quad \text{max. height} = 18.0$$

$$K_{zt} = 1.0 \quad (26.8.2) (=1.0 \text{ unless unusual landscape})$$

$$K_z = \text{from table 26.8-1} \quad \text{Exposure} = C$$

$$K_d = 0.85 \quad \text{for signs (table 26.6-1)}$$

$$V = 115 \text{ mph}$$

$$G = 0.85 \quad (26.9) \quad \text{weight} = 0.448 \text{ kips}$$

$$s/h = 0.315 \quad M_{br} = 0.00 \text{ k-ft}$$

$$B/s = 5.03$$

Pole structure component	height section c.g.	K _z	q _z	q _z · G · C _d	A _f	shear	Moment M _w
1	6.16666667	0.85	24.5	37.3	5.1	192	1181
2	13.6666667	0.85	24.5	37.3	18.7	696	9508
3	16.5	0.87	24.9	38.0	21.0	797	13158
		sums:	44.8	1685	23.85	(M _w)	k-ft arm= 14.2


$$P_u = 0.54 \text{ kip} \quad M = 23.85 \text{ k-ft} \quad M = \sqrt{(M_{br}^2 + M_{w}^2)}$$

$$M_u = \sqrt{(1.2M_{br}^2 + 1.0M_w^2)} = 23.85 \text{ k-ft}$$

Pole Design section: tube

$$M_u \leq \phi M_n \quad \text{with} \quad M_n = f_y Z$$

H	M _u (k-ft)	Z req'd. (in)	Size (in)	t (in)	Z	Use
at grade	23.85	6.91	5	0.233	7.6	5X5x1/4" SQ. HSS, $\phi M_n = 26.2 \text{ k-ft}$



PROJECT: NALLE WOODS
PROJ. NO.: 22688
CLIENT: MELLO SIGNS

DATE: 8/9/19
ENGINEER: PS

P.O. [REDACTED]
150 Fax: 858-777-3534

From: [REDACTED]
To: [Ramirez, Diana](#)
Subject: Variance Request for 4700 N. Capital of Texas Hwy (Nalle Woods Apartments)
Date: Thursday, August 29, 2019 1:09:25 PM

[External email. Caution with links & attachments!]

Dear Ms. Ramirez,

I am contacting you as an interested party to the Request for a Sign Variance filed by Nalle Woods Apartments ("All Woods") that is scheduled for a hearing on September 9th, 2019.

I am the president of the BRNA Association and received a letter from the Nalle Woods attorney regarding the particulars of their variance and asking for our support.

We feel the request for a variance is premature. TxDOT has not finalized construction details for 360 improvements that will impact the property's frontage along 360. Meaning, shovel to the ground details. So how can Nalle Woods ask for a variance without a clear understanding of what will be constructed in front of the property or when? It is our understanding construction won't begin for at least two years from now. The TxDOT design as we know it will create a frontage road and overpass in this area and the need for the increase in size of its signage may be mute or unnecessary. Additionally, it is unknown what signage will be placed by TxDOT which might block Nalle Woods signage.

It is our understanding that the TxDot lease to Nalle Woods for their current sign is due to expire soon and this is the driving force for the variance. We have contacted the lead TxDot person overseeing the improvements to 360 and advised him of this situation and have asked that he contact Nalle Woods. As I stated to the Attorney, we are trying to be good neighbors and want them to make good informed decisions.

My suggestion is that the hearing be postponed until Nalle Woods has had the opportunity to engage with TxDOT.

Below is a link to the TxDot website on 360 improvements.

<https://www.loop360project.com/westlakedr.htm>

Thank you,
Sincerely,
Lyra Bemis
512-970-4504 cell

CAUTION: This email was received at the City of Austin, from an EXTERNAL source. Please use caution when clicking links or opening attachments. If you believe this to be a malicious and/or phishing email, please forward this email to CSIRT@austintexas.gov.



SPROUSE SHRADER SMITH PLLC
ATTORNEYS AT LAW

Courtney Mogonye-McWhorter, Attorney
[REDACTED]
Direct (512) 615-6652

August 21, 2019

Neighbors of Nalle Woods Apartments

Re: Sign Variance Request for Nalle Woods Apartments – 4700 N Capital of Texas Hwy

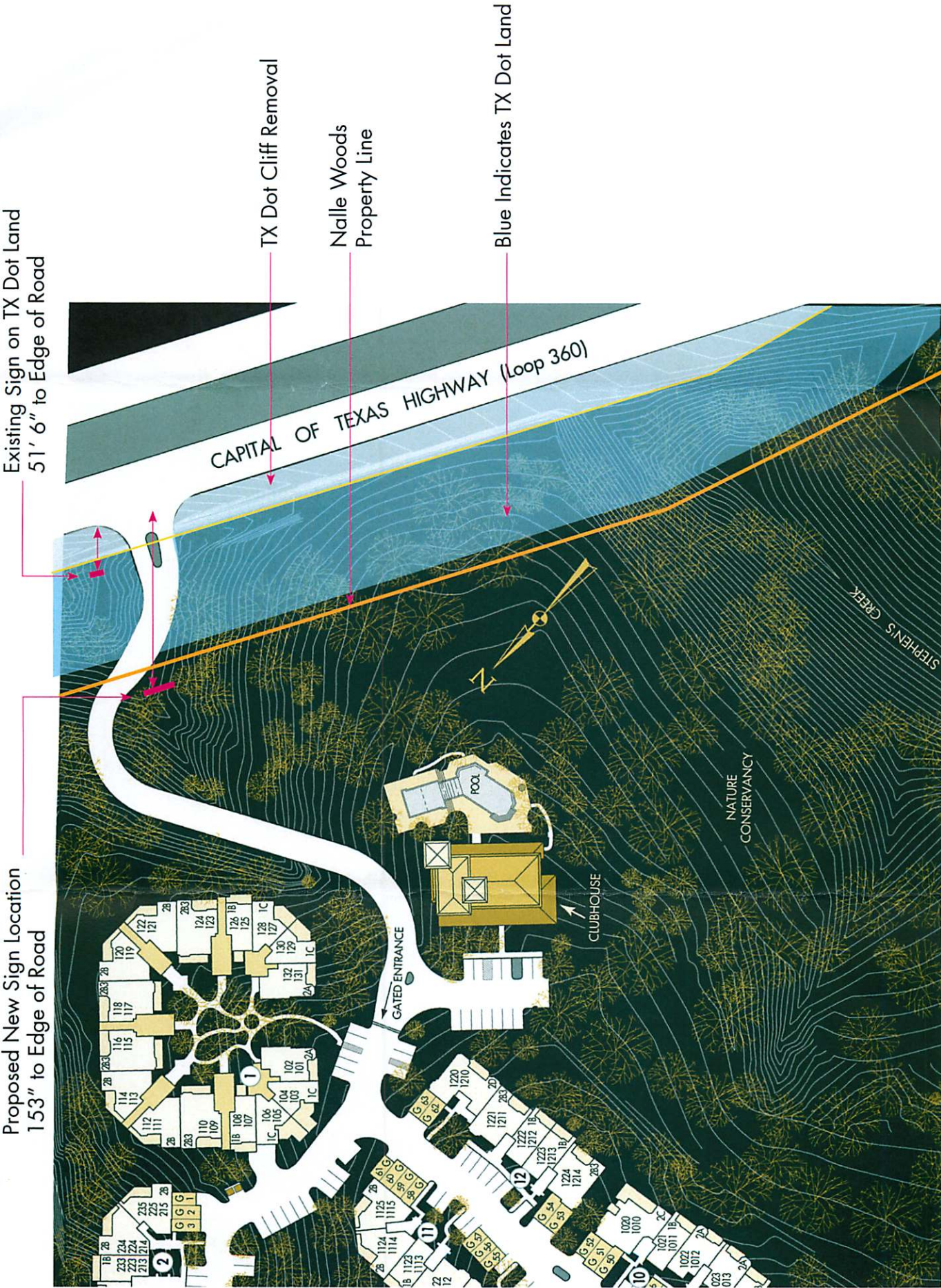
Dear Neighbor,

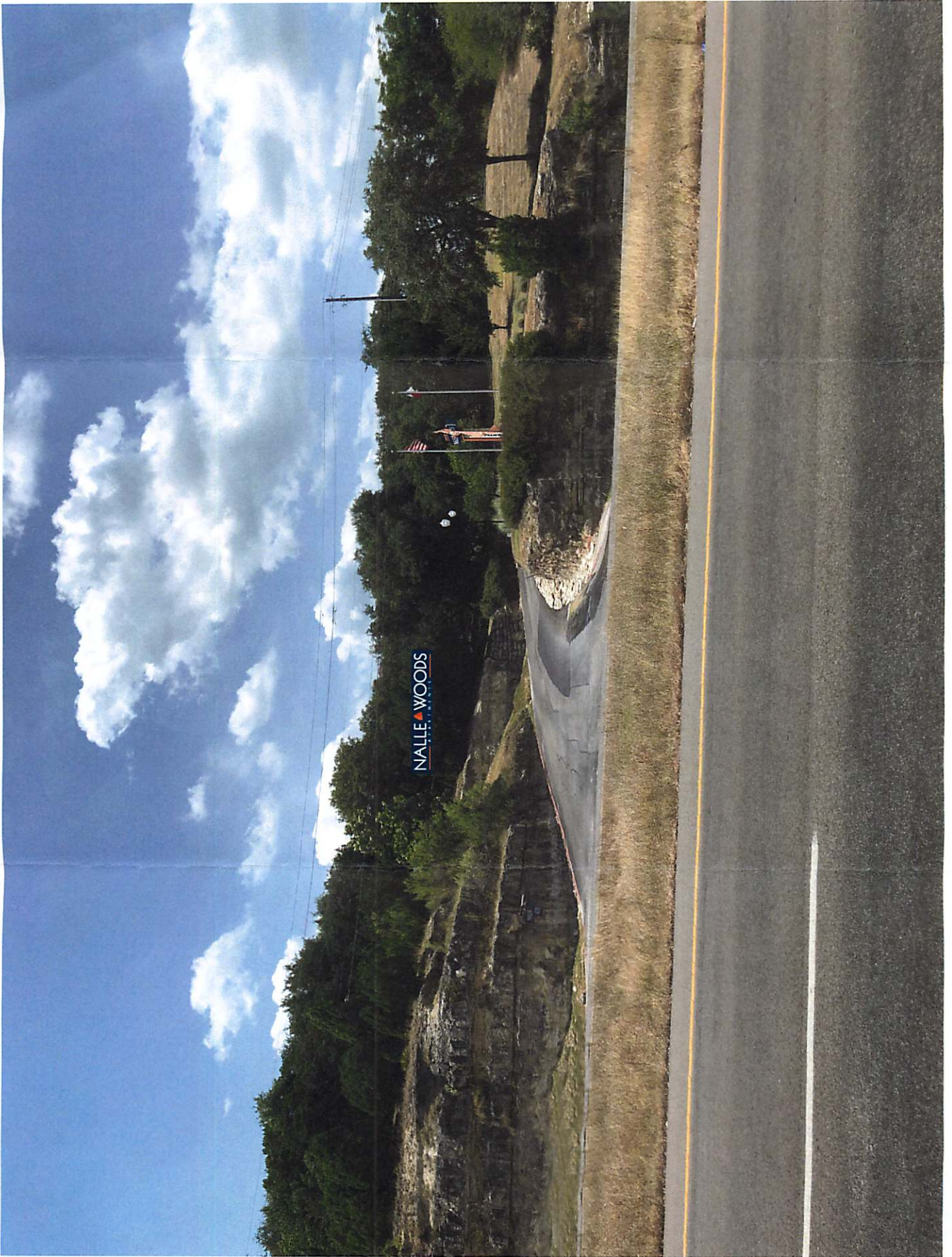
The undersigned firm represents the owner of Nalle Woods Apartments in seeking a variance from the City of Austin sign ordinance, and we would appreciate your support in this matter.

Nalle Woods Apartments sits back from Capital of Texas Highway/Loop 360 approximately 150'. Texas Department of Transportation owns, as right of way, that portion of property between the current edge of the pavement and the Nalle Woods property. The entrance to Nalle Woods Apartments is hidden by large rock cliffs and wooded areas, and the community has difficulty in identifying itself. The location of the current sign is being leased from the TXDOT due to the limited visibility of the community from Loop 360. As of August, the property lease with TXDOT has been terminated and the existing signage must be removed so that TXDOT may begin a two-year road expansion project.

With the termination of the TXDOT lease, the apartment community must relocate the monument sign onto its property. Given the distance from the right of way, the topography, and the construction that will begin shortly, the existing sign will not be visible from Loop 360 once it is permanently placed on the apartment community's property. This not only creates financial hardships to the community, it also raises safety concerns when emergency responders or guests cannot properly locate the entrance to the community.

As such, we are seeking a variance from the sign ordinance to allow for a sign with 36" letters to be placed on the community's property 153' back from Loop 360. This results in an increase to the overall allowed square footage by approximately 100 square feet. Additionally, the sign will be slightly taller than 12' above grade on one side to account for the severe slope. An image of the proposed sign is enclosed herein. The 36" letter height is based on a standard visibility chart calculation when traveling at approximately 60 mph on Loop 360 at more than a 500' distance from both sides of traffic. The community also intends to enhance the new sign area with native landscape and foliage so that it blends with its natural surroundings.





August 21, 2019
Page 2 of 2

If you have no objection to the variance described above, please consider signing the form enclosed herein and send your response back to the undersigned's office with the self-addressed envelope as soon as possible. If you would prefer to send your response directly to the Board of Adjustments, the contact person is Diana Ramirez, diana.ramirez@austintexas.gov. Lastly, if you have any questions or objections, please do not hesitate to contact me at [REDACTED] or 512-615-6652.

Sincerely,



Courtney Mogonye-McWhorter

Enclosures as stated.

cc: Mr. Terry Irion

D-1/72

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: _____

Name: _____

Address: _____

Date: _____

Christie B. Nalle
4615 Bunny Run
Austin, Texas 78746
(512) 327-2666

September 5, 2019

CASE NUMBER: C16-2019-0002

Ms. Elaine Ramirez
Development Services Department
Elaine.ramirez@austintexas.gov

Dear Ms. Ramirez:

I am in receipt of a letter from your department regarding the request for a variance from the Land Development Code for Nalle Woods Apartments, located at 4700 N. Capital of Texas Highway.

I am opposed to the new sign. My husband and I sold that property to Mr. Larry Peel around 2003 in order for him to build an apartment complex that was in keeping with the environmental values that both the Nalle family and Hill Country Conservancy treasure.

Thinking we were being honored by his gesture, Mr. Peel named the complex after our family in advance of discussing this with us. Larry is a very nice man and at that time, we were not going to object to his kind gesture.

My objection is that the size of the sign and the internally lit letters will glow like a beacon and will probably be seen from the mountain across the river. I believe the sign is too big and will be too brightly lit at night. The Hill Country Roadways maps shows this site to be the lowest intensity and this proposed sign seems not to be keeping with low intensity.

My other objection is more personal. The fact that this project bears our name has been a bit of an irritant for my family. We get calls, complaints and one time we were sued by a contractor on the project who thought we owned it. If Morningside Des Plaines would rename their complex and remove the word "Nalle" from the name, then my objections won't be quite so intense.

Thank you,



Christie B Nalle

Cc: Courtney Mogonye-McWhorter
Terry Irion

D-1/74

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice. All comments received will become part of the public record of this case.

Case Number: C16-2019-0002

Contact: Elaine Ramirez, 512-974-2202

Public Hearing: Sign Review Board,

LYRA Bemis

Your Name (please print)

☐ I am in favor
☒ I object

4508 Agua Verde Dr, Austin TX 78746

Your address(es) affected by this application

Signature

Date

Daytime Telephone:

512-970-4504

Comments:

Attached

If you use this form to comment, it may be returned to:

City of Austin-Development Services Department/ 1st Floor

Elaine Ramirez

P. O. Box 1088

Austin, TX 78767-1088

Fax: (512) 974-6305

Scan & Email to: elaine.ramirez@austintexas.gov

September 5, 2019

VIA EMAIL: elaine.ramirez@austintexas.gov

City of Austin Board of Adjustment, Sign Review Board

Elaine Ramirez, Planner Senior

Re: Case No. C16-2019-0002; Nalle Woods; 4700 Capital of Texas Hwy.

Dear Board Members:

Applicant was fully aware that its lease would end on August 6, 2019 and not be renewed as early as February 6, 2019.

On or about August 25, we received a letter dated August 21, 2019, from Applicant's attorney asking for support for its sign variance.

Having received Applicant's letter and after a telephone conversation with Applicant's attorney on the matter, we do still feel that **the size and design of the sign is not appropriate, obtrusive and will set a precedent for signs up and down 360 which is not only a scenic roadway but is also in the Hill Country Roadway Corridor.**

After improvements are made to Loop 360 by TxDOT, Applicant's property will lie on a frontage road for Loop 360. Applicant stated in its letter to us that its variance for the size of sign is based on:

1. a "standard visibility study" for vehicles traveling 60mph.
2. its sign will not be visible from Loop 360.
3. new location of sign will cause financial hardship to the community
4. new location of sign will raise safety concerns for emergency responders and guests.

It is our position that the requested size increase is tantamount to a "billboard" advertisement and not essential to emergency responders or guest to locate the property. After TxDOT improvements, the road frontage of Applicant's property will lie on the new Loop 360 exit frontage road, where vehicles will not be traveling in excess of 60 mph. Applicant's drawing indicates the new sign will be 153 inches (12.75 feet) from the edge of the new road.

Since this is a residential multi-family development, we do not believe there will be undue financial hardship to its residents (community) if the sign variance is not granted. Nor will it raise safety concerns for emergency responders since this property has been in existence for more than 10 years and is well known in the area.

The proposed 36" lighted lettering will only serve to distract drivers and is unwarranted.

The height and size of the requested sign will grossly obtrude into the scenic beauty of Loop 360 Hill Country Corridor and Scenic roadway this is Loop 360, and even more so because it lies within the line-of-sight of the Pennybacker bridge Camelback Mountain and Lake Austin.

Applicant has not sufficiently demonstrated practical difficulties to warrant the variance request to exceed current restrictions, nor has it demonstrated unique existing circumstances which make compliance with the requirements of the Land Code impractical.

We have attached photographs of signage going south on Loop 360 within ½ a mile of Applicant's property which demonstrates appropriate sign design. The San Clemente's sign sits approximately 100 foot from the edge of Loop 360 roadway. The sign for the "3500 Westlake Apartments", whose entrance is off Loop 360 is less than a mile from Nalle Woods and sits above a steep embankment from Loop 360. The numeric lettering on the apartment sign is only 24" tall and perfectly visible.

We do understand the urgency under which Applicant must relocate it's sign. However, we believe what is being asked for is inappropriate and over anticipates need in size and design.

Thank you for your consideration.

Sincerely,
Lyra Bemis

Attached:
August 21, 2019 Letter – Sprouse Shrader Smith PLLC

§ 25-10-22 - AUTHORIZATION TO EXCEED SIZE OR HEIGHT RESTRICTION.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(A)

The building official may authorize installation of a **sign** that exceeds the applicable size or height restriction by up to 20 percent of the maximum size or height prescribed by this chapter after determining that:

(1)

the **sign** owner or user has demonstrated the existence of practical difficulties in complying with this chapter;

(2)

a unique circumstance exists that makes compliance with the requirements of this chapter impractical;

§ 25-10-191 - SIGN SETBACK REQUIREMENTS.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(A)

A sign installed in compliance with this section is not required to comply with building setback requirements established elsewhere in this title.

(B)

A sign support 12 inches or less in diameter is not required to be set back from a street right-of-way.

(C)

A sign support more than 12 inches and not more than 24 inches in diameter must be set back at least three feet from a street right-of-way.

(D)

A sign support more than 24 inches and not more than 36 inches in diameter must be set back at least five feet from the street right-of-way.

(E)


A sign support more than 36 inches in diameter must be set back at least 12 feet from the street right-of-way.

What is the standard size for a billboard?


US Billboard Sizes

In the US the **standard** sheet **size** for **billboards** is 27 x 40 inches (2'3" x 3'4").

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

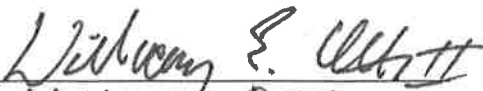
Signature: 
Name: Deborah C. Ingersoll
Address: 6910 Hart Lane #501
Date: 8-22-19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.


Signature: 
Name: Barbara Krings Hargraves
Address: Marina Club
Date: 4408 Long Champ Drive, #16
Austin, TX 78746

8/25/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: 
Name: WILLIAM OTT
Address: 4408 LONG CHAMP #30
Date: 8/28/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: 
Name: DAVID M. PATTEN
Address: 4010 Long Champ Dr. #31 Austin, TX 78746
Date: 8/28/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance. D-1/79

Signature: *Ernest A. Sandoval*
Name: ERNEST A. SANDOVAL
Address: 4509-2 BUNNY RUN
Date: 8-24-19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *Donald S. Walker*
Name: Donald S. Walker
Address: 4408 Long Champ Dr #26 78746
Date: 8/31/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *Margaret B. Walker*
Name: Margaret B. Walker
Address: 4408 Long Champ Dr #26 78746
Date: 8/31/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *William S. Van Buren*
Name: WILLIAM S. VAN BUREN
Address: 4700 N CAPITAL OF TX HWY, #231, AUSTIN, TX 78746
Date: 8/27/19



**Morningside Des Plaines, LLC and
Morningside 770, LLC as tenants in common
223 West Erie Street, 3rd Floor
Chicago, Illinois 60654
O| 312.280.7770 x113**

July 10, 2019

City of Austin
Development Services Department
One Texas Center
505 Barton Springs Road,
Austin, Texas 78704

Re: Authorization of Acting Agency for Robinson Creative, Inc.
Nalle Woods apartments, 4700 N. Capital of Texas Hwy.

To whom it may concern:

This letter is intended to communicate that Robinson Creative, Inc. is hereby authorized to act as agent on the behalf of Morningside Des Plaines, LLC and Morningside 770, LLC as tenants in common ("Morningside") doing business as Nalle Woods apartments, with regard to matters concerning approvals for the installation of identification signage at the entrance of the property.

Robinson Creative, Inc. will be authorized to act as agent for Morningside until a final approval determination has made.

Should you have any questions, please feel free to contact me at 312.280.7770 extension 113.

Respectfully submitted,
MORNINGSIDE DES PLAINES, LLC and
MORNINGSIDE 770, LLC as tenants in common

Eric Slavik
Authorized Representative

Notarization Attached

State of Illinois
County of Cook

This instrument was acknowledged before me on July 10, 2019 by Eric Slavik as Authorized Representative of Morningside Des Plaines LLC and Morningside 770 LLC, Tenants in Common.



(Signature of Notary Public)





**ROBINSON
C R E A T I V E**

817.748.5057
817.488.1818 (fax)
930 S. Kimball Ave, Suite 120
Southlake, TX 76092

RobinsonCreativeInc.com

August 23, 2019

Board of Adjustments Commissioners
City of Austin
505 Barton Springs Road
Austin, Texas 78704

Re: BOA Request for Sign Variance for 4700 N Capital of Texas Hwy Austin, Texas 78746
(the "Property")

Dear Members of the Board of Adjustments:

The undersigned firm represents the owner of Nalle Woods of Westlake in seeking a variance from the City of Austin sign ordinance, Section 25-10-124(1)(B), to increase the total square footage allowed and increase height due to topography of the Property and its expansive setback from the right of way.

As shown in the materials provided, the Property line is located 141' from the pavement of Loop 360. Texas Department of Transportation (TxDOT) owns the land between the Property and the right of way. The location of the current sign has been leased from the TxDOT for the past 14 years due to the setback and limited visibility of the community from Loop 360. As of August, the property lease with TxDOT was terminated and the existing signage must be removed so that TxDOT may begin a two-year road expansion project.

The variance is necessary because strict enforcement of the requirements prevents any reasonable opportunity to provide adequate signs on the Property, considering the unique features of the Property including its dimensions, landscaping, and topography. As noted above, the Property is located 141' from the pavement of Loop 360. There are various topographical issues, including a 40' vertical rock outcrop on either side of the existing driveway and extreme slope, which prevent a Code compliant sign from being visible from the road. Additionally, there are trees and other vegetation that block the view.

The variance would not provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated since this Property has unique topography and has a substantial setback from the pavement that is greater than the setbacks for surrounding properties. The elevation above the right of way is unique to this Property, and the road expansion project, which includes among other things an access lane to Loop 360, is directly in front of this Property.

Furthermore, the proposed sign is not inconsistent with the size of the signs on neighboring property owners, such as Riverbend Church and Remembrance Gardens.

We greatly appreciate your consideration of this matter on the grounds detailed above.

Sincerely,

A handwritten signature in black ink, appearing to be 'BR' with a long, sweeping horizontal line extending to the right.

Ben Robinson
President

Table 2. Freestanding Sign Sizes

Freestanding Sign Size in Square Feet

$$\text{Sign Size (Square Feet)} = [(VRT)(MPH)]^2 / 800$$

VRT = Viewer Reaction Time MPH = Miles Per Hour

VRT varies with roadside complexity:

simple or 2 lane = 8 seconds / complex or 4 lane = 10 seconds / multi lane = 11 seconds

MPH	Road Complexity	VRT	Sign Size
25	simple / 2 lane	8	50
25	complex / 4 lane	10	78
30	simple / 2 lane	8	72
30	complex / 4 lane	10	112
35	simple / 2 lane	8	98
35	complex / 4 lane	10	153
40	simple / 2 lane	8	128
40	complex / 4 lane	10	200
45	simple / 2 lane	8	162
45	complex / 4 lane	10	253
50	simple / 2 lane	8	200
50	complex / 4 lane	10	312
55	complex / 4 lane	10	378
60	complex / 4 lane	10	450
65	multi lane	11	639
70	multi lane	11	741
75	multi lane	11	850

February 6, 2019

4700 Nalle Woods Realty Company LLC
c/o J.P. Morgan Investment Management Inc.
270 Park Ave, Floor 7
New York, NY 10017
Attention: Danielle Van Fossan

RE: Lease No. L14-227-272, 4700 N Capital of Texas Hwy, Austin, TX 78746

To whom it may concern,

Regarding the lease of right-of-way at the location described above, you are hereby notified of TxDOT's intent to terminate the lease effective August 6, 2019, due to road construction directly affecting the lease area.

In accordance with Article 1.02 of the lease agreement, "either of the parties may cancel this lease upon 6 months written notice to the other party." You will no longer have any rights to use the lease area after the termination date, and any use or items remaining in the lease area will be without permission and treated accordingly. TxDOT is willing to allow the lease to terminate prior to the date given above if desired by the lessee.

We have appreciated your business, and it has been a pleasure working with you. If you have any questions or concerns, feel free to contact me either by phone 512.486.5885 or by email [REDACTED]

Sincerely,



W. Dane Goodman

this lease, then from and after the effective date of the transfer, the Department will have no further liability under this lease to Lessee.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Breach and Default. Lessee shall be in breach of this lease if Lessee fails to pay any installment of rent or other amount due and payable when due; fails to comply with its obligations pertaining to the construction, use, and maintenance of the premises; abandons the premises; fails to maintain insurance in the amounts and types required by this lease; fails to follow any federal, state, and local law that applies to Lessee's use of the premises; or fails to perform or comply with any of the other conditions expressed or implied in this lease. Whether the Lessee is in breach shall be determined by the District Engineer in his or her sole discretion. Lessee shall be in default if Lessee fails to remedy any breach of this lease within ten days after receiving notice from Lessor. Whether the Lessee is in default shall be determined by the District Engineer in his or her sole discretion.

11.02 Cumulative Remedies. If the District Engineer determines that Lessee is in default, the Department, at its option, may exercise any and all remedies available to the State under law. All of the State's rights and remedies shall be cumulative and not exclusive, and shall include without limitation the following:

(a) The Department may terminate this Lease on ten days' written notice to Lessee and this lease shall terminate on the date specified therein and Lessee shall quit and surrender the premises by said date.

(b) If the lease is terminated and the District Engineer determines it is necessary to request the removal of the improvements, the removal shall be accomplished by the lessee in a manner prescribed by the District Engineer. If the Department requires Lessee to remove all or part of the improvements:

(1) Lessee, at its own expense, shall prepare and submit plans to the District Engineer for removal of the improvements and shall not commence removal without prior written approval from the District Engineer.

(2) Lessee must remove the improvements at its own expense within the time provided in the Department's notice of termination to Lessee and must restore the premises as nearly as practicable to the same condition that existed before Lessee entered thereon, except as otherwise approved in writing by the Department.

(3) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, assume possession, control and ownership of the premises and the improvements.

(4) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, enter upon the premises for the purpose of demolishing and removing the improvements. Lessee shall pay the Department's costs for such demolition and removal, including, but not limited to, costs for labor, materials, equipment, plans and administration, within 30 days after notice of a statement of said costs from the Department.

(5) Lessee shall indemnify, protect, and hold harmless the State from and against all claims and liabilities arising by virtue of or relating to the State's entry onto the premises and demolition and removal of the all or a part of the improvements.

11.03 Lessee Remains Liable. Termination of this lease will not relieve Lessee from the payment of any sum or sums then due and payable to the Department hereunder for any claim for damages accruing against Lessee. All money due under the terms of this lease will bear interest at the rate of ten percent (10%) per annum from the date when due until actually paid.

From: [REDACTED]
To: [Ramirez, Diana](#)
Subject: Opposition to Variance C16-2019-002
Date: Monday, September 09, 2019 4:27:40 PM

*** External Email - Exercise Caution ***

Ms. Ramirez,

In reference to Case Number: C16-2019-002, Sign Variance Request for Nalle Woods Apartments, 4700 N. Capital of Texas Highway

I am writing in opposition to The Nalle Woods Apartment complex requested variance to enlarge their signage on Loop 360. I am writing as the owner of an adjacent property, the original resident of the property sold to the Nalle Woods Apartments, and a member of the Nalle family.

When my family sold the property now occupied by Nalle Woods Apartments, the apartment owners chose the name without our input or permission. The name doubly appropriates the name of my grandmother, Anne Byrd Woods Nalle, who resided on the property until her death.

At the time the property was sold, Larry Peel (developer) and his team approached my family AFTER THE FACT to seek our endorsement of the name. Despite Mr. Peel's stated desire to honor the family, it was something of an affront to our wishes to remain private and not be affiliated with the apartment complex. It was made clear at the time that the decision to name the apartments as such was a done deal. Short of expending significant resources in court, the developer and apartment owners had no interest in changing the name.

The smaller signage that currently exists was seen at the time as barely tolerable given the fact we were not consulted beforehand and were unable to keep our name off the sign. A larger, illuminated sign would be unbearable. The simple fact that the apartment complex bears our family name has already caused hardship. We regularly deal with wrongful attribution to the apartment complex. We are regularly contacted directly by prospective tenants seeking our help to get a favorable rental deal. In fact, our family was SUED by a contractor for an issue at the apartment complex simply because we share the name. Our family seeks less affiliation with the apartment complex, not more.

I am not opposed to a larger sign, but do oppose one that bears our family name. I am concerned that as the sign gets more visibility, so does the wrongful attribution of our family to this apartment complex.

Should the Nalle Woods Apartment complex change their name, or even perhaps shorten it to "The Woods," then I would gladly support this proposed variance.

Respectfully,

Wm Jordan Nalle

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