ZONING CHANGE REVIEW SHEET

HLC DATE: July 6, 2022 PC DATE: August 9, 2022 CC DATE: September 15, 2022

CASE NUMBER: C14H-2022-0078

ADDRESS OF PROPOSED ZONING CHANGE: 813 Park Boulevard

APPLICANT: O'Connell Architecture, LLC

HISTORIC NAME: Miller-Long House

WATERSHED: Waller Creek

ZONING CHANGE: SF-3-CO-NP to SF-3-CO-NP-H

COUNCIL DISTRICT: 9

STAFF RECOMMENDATION: Staff recommends the proposed zoning change from family residence (SF-3) – conditional overlay (CO) – neighborhood plan (NP) to family residence (SF-3) – conditional overlay (CO) – neighborhood plan (NP) – historic landmark (H) combining district zoning.

QUALIFICATIONS FOR LANDMARK DESIGNATION: Architecture and historical associations

HISTORIC LANDMARK COMMISSION ACTION: Recommend historic zoning (10-0)

PLANNING COMMISSION ACTION: Recommend historic zoning (10-0)

CITY COUNCIL DATE: September 15, 2022 ACTION:

ORDINANCE READINGS: 1st, 2nd, 3rd ORDINANCE NUMBER:

CASE MANAGER: Kalan Contreras, 512-974-2727

NEIGHBORHOOD ORGANIZATIONS: Austin Independent School District, Austin Lost and Found Pets, Austin Neighborhoods Council, CANPAC (Central Austin Neigh Plan Area Committee), Central Austin Community Development Corporation, Friends of Austin Neighborhoods, Hancock Neighborhood Assn., Homeless Neighborhood Association, Neighborhood Empowerment Foundation, North Austin Neighborhood Alliance, Preservation Austin, SELTexas, Sierra Club, Austin Regional Group

DEPARTMENT COMMENTS: The 2021 North Loop-Hancock-Boggy Creek historic resource survey recommends the property as eligible for local landmark designation, a contributing resource to a potential local historic district, individually eligible for the National Register of Historic Places, and contributing to a potential National Register Historic District.

BASIS FOR RECOMMENDATION:

§25-2-352(A)(3)(b)(i) Architecture*. The property embodies the distinguishing characteristics of a recognized architectural style, type, or method of construction; exemplifies technological innovation in design or construction; displays high artistic value in representing ethnic or folk art, architecture, or construction; represents a rare example of an architectural style in the city; serves as an outstanding example of the work of an architect, builder, or artisan who significantly contributed to the development of the city, state, or nation; possesses cultural, historical, or architectural value as a particularly fine or unique example of a utilitarian or vernacular structure; or represents an architectural curiosity or one-of-a-kind building. A property located within a local historic district is ineligible to be nominated for landmark designation under the criterion for architecture, unless it possesses exceptional significance or is representative of a separate period of significance.*

The Miller-Long House demonstrates significance in the categories of Architecture as a beautiful example of the Tudor Revival style popular from 1890-1940 and specific to the Perry Estate Addition, developed by D.W English in 1928. The home's massing and detailing are representative of the Tudor Revival style, with a steeply pitched front-facing gable with wing, a smaller gable nested within the larger one, shed dormers, arched detailing, and distinctive patterned brickwork. The material palette consists of variegated brick, stucco, and steel (at casement windows and Tudor-styled entry doors). The original roof was wood shingles but is now composition shingle. The interior paneling and woodwork are intact

as other interior features, including Tudor-arched doorways, built-in cabinetry, and a brick fireplace with a Tudor arch and a decorative surround embellished with a floral-and-drape relief. The asymmetrical façade is typical of the style after 1920. A detached garage is located just southwest of the main house and dates to the same period of construction. The garage matches the house in form, roof pitch, and wall materials, and consequently reads as an integral part of the property. Such an architecturally distinctive garage is unusual for Austin and would have been seen as a status symbol in the early days of car ownership. Both buildings retain a high degree of integrity and merit local landmark designation as excellent examples of Tudor Revival architecture.

§ 25-2-352(3)(c)(ii) Historical Associations. *The property has long-standing significant associations with persons, groups, institutions, businesses, or events of historic importance which contributed significantly to the history of the city, state, or nation; or represents a significant portrayal of the cultural practices or the way of life of a definable group of people in a historic time.*

The house is also significant for its historical associations with Tom Miller and, later, with Emma Long. Tom Miller was an influential community leader who served as mayor from 1933-1949 and 1955-1961, 22 years in all. The Millers purchased the lot directly from E. H. Perry in 1929. They sold the home in 1946 and it changed hands several times over the course of four years until it was purchased by Emma and Stuart Long in 1950. Emma Long was the first female councilmember in Austin and later served as Mayor Pro Tem, another first for a woman. Long was a strong advocate for desegregation of public buildings, fair housing, and lower utility rates, as well as fair pay for firefighters and police. Tom Miller and Emma Long are arguably two of Austin's most effective and dynamic leaders at pivotal times in the city's history and development. The house retains its many distinctive features and finishes and remains closely associated with Miller and Long.

PARCEL NO.: 0219080220 LEGAL DESCRIPTION: LOT 34 BLK 23 OLT 14 DIV C PERRY ESTATE

ESTIMATED ANNUAL TAX ABATEMENT: Homestead total: $8,500 (owner-occupied), city portion: $2,500 (capped); non-homestead total: $10,511.93, city portion: $3,690.36 (non-homestead, no cap)

APPRAISED VALUE: $1,574,274

DATE BUILT: 1929 PERIOD OF SIGNIFICANCE: 1929-1971

INTEGRITY: High

ALTERATIONS/ADDITIONS: Possible stucco replacement during historic period

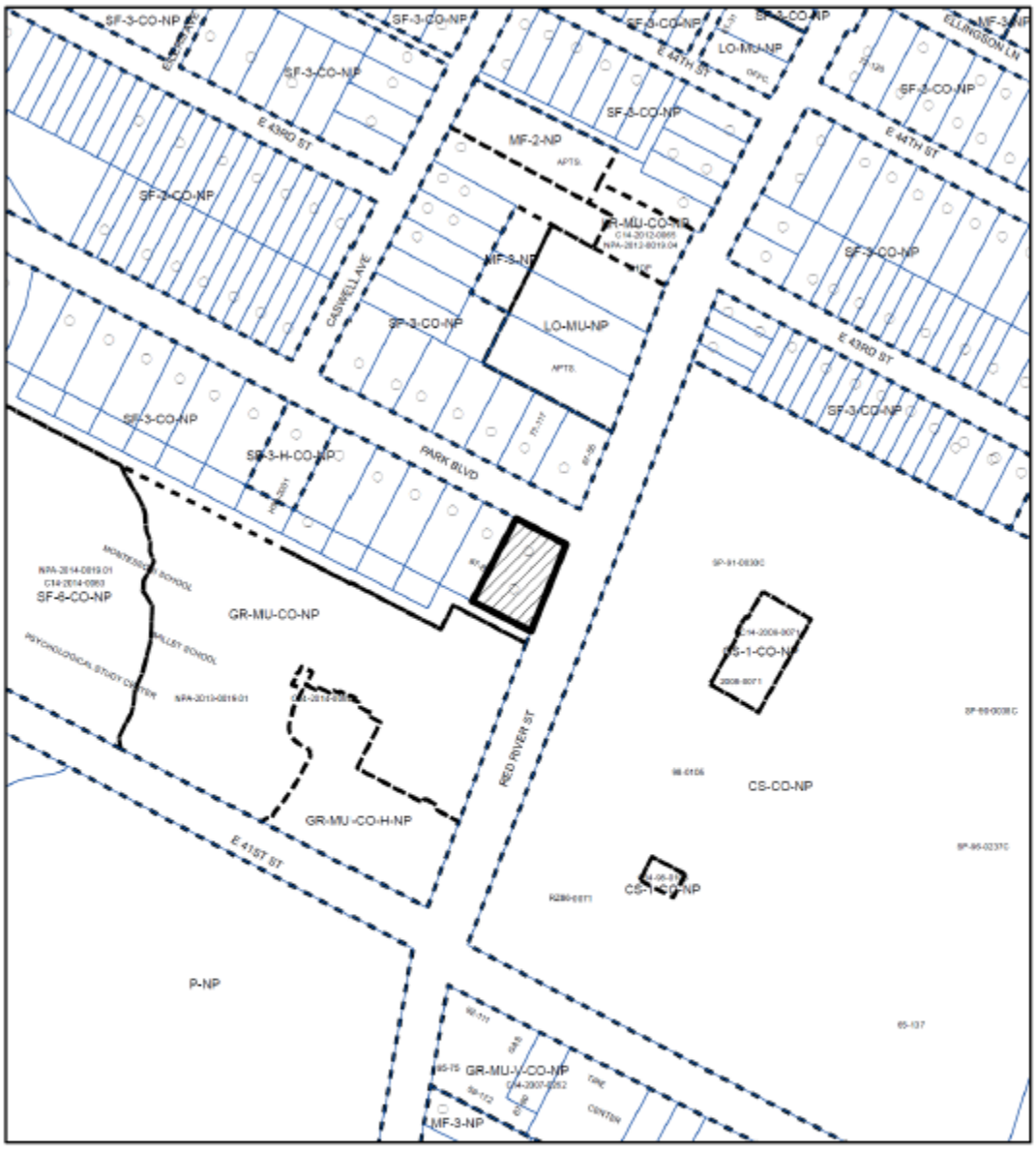
ORIGINAL OWNER(S): Tom Miller

PRESENT USE: Vacant; primary and secondary residences

PRESENT OWNERS: XINESI HOLDINGS LLC, PO BOX 6222, AUSTIN, TX 78762-6222

OTHER HISTORICAL DESIGNATIONS: None

LOCATION MAP



HISTORIC ZONING

N

SUBJECT TRACT

PENDING CASE

ZONING BOUNDARY

ZONING CASE#: C14H-2022-0078

1 " = 200 '

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Housing and Planning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or

F. 1: Historical Documentation - Deed Chronology

Deed Research for (fill in address) 813 Park Blvd., Austin, Texas 78751

List Deeds chronologically, beginning with earliest transaction first and proceeding through present ownership. The first transaction listed should date at least back to when the original builder of any historic structures on the site first acquired the property (i.e., should pre-date the construction of any buildings/structures on the site). Please use the format delineated below.

For each transaction please include: name of Grantor/Grantee, date of transaction, legal description involved, price, and volume/page number of deed records. If there is a mechanic's lien please copy the entire document.

Date Executed	Instrument	Grantor	Grantee	Plat Records	Online Deed Record
4/23/1929	Warranty Deed	E. H. Perry	R. Tom Miller	Volume 435, Page 353B	CNY0080108CNY
10/11/1929	Warranty Deed	R. Tom Miller	Nellie May Miller	Volume 442, Page 369A	CNY0076603CNY
10/21/1946	Warranty Deed	Nellie May Miller and husband, Tom Miller	Rex. D. Kitchens	Volume 825, Page 56	
1/13/1947	Warranty Deed	Rex D. Kitchens and wife, Effie Kitchens	Mrs. J.M. Hooper	Volume 827, Page 424	
4/14/1947	Warranty Deed	Mrs. J.M. Hooper	Jay H. Brown	Volume 846, Page 436	
4/14/1947	Warranty Deed	Jay H. Brown	Mrs. J.M. Hooper	Volume 846, Page 437	
7/28/1948	Warranty Deed	Mrs. J.M. Hooper	W.L. "Jack" Armstrong	Volume 933, Page 387	
11/2/1950	Warranty Deed	W.L. "Jack" Armstrong	Stuart Long and wife, Emma Long	Volume 1065, Page 633	
11/1/1971	Warranty Deed	Stuart Long and wife, Emma Long	John C. Buckley	Volume 4211, Page 1685	505201854
11/1/1971	Warranty Deed	John C. Buckley	Austin Doctors Bldg Corp	Vol. 4228, Page 2357	582302392
10/17/1974	Warranty Deed	Austin Doctors Bldg Corp	Marvin and Laverne Henderson	Vol. 5031, Page 1477	503101477
10/21/1974	Release of Lien	Stuart and Emma Long	John C. Buckley	Volume 5052, Page 1854	505201854
5/24/1977	UCC-1 NON STD OPR	Austin Doctors Bldg Corp	Travelers Insurance Co	Volume 5782, Page 2173	578202173
10/26/2017	Special Warranty Deed	Laverne Henderson (deceased); Marvin Floyd Henderson; Mayrene Henderson; Pattye Henderson and Johnn Robert Henderson	811-813 Park LLC		2017172429
3/6/2020	Deed	811-813 Park LLC	Xinesi Holdings LLC		2020038245

F. 2: Historical Documentation - Occupancy History

Occupancy Research for (fill in address) 813 Park Blvd., Austin, Texas 78751

Using City Directories available at the Austin History Center or other information available, please provide a chronology of all occupants of the property from its construction to the present. For commercial property, please provide residential information on business owner as well.

Year	Occupant Name	Occupation	Source
1929			City Directories
1930-45	Tom Miller (Nellie May)	Produce and cotton; 4th mayor of Austin	City Directories
1947	Vacant		City Directories
1949	John W. Armstrong (Irene)		City Directories
1952-1972	Stuart M. Long (Emma)	Long News Service; First City Council woman	City Directories
1973-1975	Vacant		City Directories
1976-1986	Marvin Henderson (Laverne)		City Directories
1987-1992	Vacant		City Directories
1996-2017	No listing for 813 Park		City Directories
2018-2021	Vacant		City Directories

Miller-Long House
813 Park Blvd.
Austin, Travis, Texas
Historical Narrative

Summary

The Miller-Long House is a 1929 two-story Tudor Revival style dwelling that stands at the corner of Red River and Park Blvd. The neighborhood opened as the Perry Estates Addition in 1929 and was defined by two rock entrances along Park Blvd. and a bridge that spans Waller Creek.[1] The residence is located at the eastern boundary of the residential neighborhood that extends to the west. Hancock Shopping Center, first developed about 1963 (once a portion of the Austin Country Club golf course) is across Red River to the east. Single-family residences line Park Blvd to the west, and the historic Commodore Perry Estate is directly south of the property.

The period of significance is 1929-1971, when the home was owned by Robert Thomas "Tom" and Nellie May Miller and subsequently by council member Emma Long and her husband Stuart. Tom Miller was an influential community leader who served as mayor from 1933-1949 and 1955-1961, 22 years in all.[2] The couple purchased the lot directly from E. H. Perry in 1929.[3] The Millers sold the home in 1946 and it changed hands several times over the course of four years until it was purchased by Emma and Stuart Long in 1950. Emma Long was the first female council member in Austin and later served as Mayor Pro Tem, another first for a woman. Long was a strong advocate for desegregation of public buildings, fair housing, and lower utility rates, as well as fair pay for firefighters, and police.

Tom Miller and Emma Long are arguably two of Austin's most influential, effective, and dynamic leaders at a pivotal time in the city's history and development. A classic example of the Tudor Revival style of the early 20th century, the house has many distinctive features and finishes and remains closely associated with Miller and Long. As such, the property is nominated for its unique architecture and its historical association with former Mayor Tom Miller and with Austin's first female council woman Emma Long.

The home's massing and detailing are representative of the Tudor Revival style, with a steeply pitched front-facing gable with wing, a smaller gable nested within the larger one, shed dormers, arched detailing, and distinctive patterned brickwork. The material pallet of variegated brick, stucco, steel casement windows and Tudor-styled entry doors. The original roof was wood shingles but is now composition shingle. The interior paneling and woodwork are intact as other interior features, including Tudor arches over interior doorways, built-in cabinetry, a brick fireplace with a Tudor arch and a decorative surround embellished with a floral and drape relief. The asymmetrical design of the front façade is typical of the style after 1920.

Statement of Significance

The Miller-Long House demonstrates significance in the categories of Architecture as a beautiful example of the Tudor Revival style popular from 1890-1940 and specific to the Perry Estate Addition, developed by D.W English in 1928. The house is also significant for its historical associations with Tom Miller and later, with Emma Long. The period of significance is 1929-1971, the years during which the house was built and occupied by Tom and Nellie Miller and later occupied by Emma and Stuart Long.

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[1] "New Addition to be Opened Here." *Austin American-Statesman,* Dec 1, 1928. Newspapers.com https://www.newspapers.com/image/366248296 (Accessed 20 Aug 2020)

[2] "Ex-Mayor Tom Miller Dies After Long Illness: Weed-Corley Rites to Re Held Tuesday." The Austin Statesman (1921-1973), Apr 30, 1962. https://atxlibrary.idm.oclc.org/login?url=https://www-proquestcom.atxlibrary.idm.oclc.org/historicalnewspapers/ex-mayor-tom-miller-diesafter-long illness/docview/1527622739/se-2?accountid=7451.

[3] Deed Chain. Independence Title of Austin. Warranty Deed dated April 23, 1929, recorded in Volume 435, Page 353, Deed Records of Travis County, Texas, executed by E.H. Perry to R. Tom Miller.

Architectural Description

The Miller-Long House is a two-story home located at 813 Park Blvd. on a lot that was previously part of the Commodore Perry Estate. Deed records from the Travis County Clerk's office indicate the house was constructed in 1929.[4] The first residents appeared at this site with the address listed as 713 Park Blvd. in the Austin City Directory in that same year and on the Sanborn Fire Insurance Maps in 1935; no buildings were evident on this site on the previous Sanborn map (1922). Building components indicate few additions and modifications and no building permits are recorded online prior to 2000. The house remains largely unchanged since its completion. As described by Virginia Savage McAlester, the home's decorative detailing is distinguishable as Tudor Revival The asymmetry of the front façade is typical of the Tudor Revival tyle after 1920.[5]

The property has always been used as a private home, although the buildings have been vacant since 1986. The Main House is in good condition and retains most of its historic integrity, apart from the kitchen, earlier stucco replacement and some structural damage at the pier and beam foundation. There have been no additions to the structure, and the only interior changes over time have involved decorating.[6] The Garage mimics the steeply pitched roof of the Main House and retains its original wooden doors on the north façade.

The corner lot is large, at 14,426 square feet, and the house sits back from the street. The home has many distinctive features and finishes indicative of the Tudor Revival style of architecture. Some of these character-defining features include asymmetrical forms and a dominant front gable, a steeply pitched roof, patterned brickwork, notable chimneys crowned with chimney pots and groupings of tall narrow windows with multi-pane glazing. Similar architectural features are often depicted in fairy tales like *Hansel & Gretel* or *Little Red Riding Hood*, lending a storybook feel to the buildings.

The front façade faces north towards Park Boulevard and presents with a simple concrete walkway leading to a wide entry front door that is reminiscent of Medieval detailing with paneled ornamentation, is oversized and slightly obscured from view by a screen door with simple decorative metal flourishes held in place by a plain wooden frame. Utilitarian painted metal handrails extend from the house to establish a small entry porch. The house has a steep composite shingle roof with a dominant front-facing gable. A smaller gable with identical pitch is nested inside the larger gable. Each gable end is accentuated with a wooden finial. The front gabled ends and second story are faced with stucco. A round window is positioned within a rounded arch above the door, which is flanked by two, eight-pane metal casement windows with transoms. The stuccoed upper walls meet a brick course that projects slightly from the lower brick wall below. Above the door hangs a wrought iron pendant light. In addition to the windows at the gabled entrance, five pair of tall, narrow steel casement windows with multi-pane glazing, one steel casement window with an eight-pane fixed middle window and one narrow steel casement window with an arched transom in the attic adorn the north elevation. This narrow, arched attic window and the round window above the door give the home a storybook charm.

The building envelope employs an orange and blonde brick veneer with varied and distinctive patterned brickwork and recessed round arches at the first floor and chimneys. Brickwork between the first-floor windows on the north façade features a decorative herringbone pattern. Varying decorative patterns exist on other exterior elevations as well. The upper walls are clad with a cement-based stucco with a primitively executed lace and skip trowel texture. This material is not believed to be original but will be confirmed during restoration.

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[4] Travis County Appraisal District. 813 Park Blvd. http://propaccess.traviscad.org/clientdb/Property.aspx?prop_id=214877&year=2021. Accessed 9/8/21.

[5] Virginia Savage McAlester, *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture* (New York: Alfred A. Knopf, 2017), p. 355.

[6] "Latest Project is Home Decoration." Candy Lowry, Women's Staff. *Austin American-Statesman*, Nov 16, 1969.

Of note is the west elevation, the centerpiece of which is a distinctive chimney that served the kitchen and boiler in the basement of the house. The chimney wall has two small arched casement windows, one at each floor and unique decorative brickwork in a basketweave pattern below each window. These elements represent additional storybook elements of the house. A second narrow chimney serves the living room to the east and is also topped with modest clay chimney pots visible from the front elevation.

The south elevation, or back of the house, has two doors that lead outside, one from the kitchen and one from the enclosed sunroom on the east side of the house. A three-window bay accents the dining room. The east elevation faces Red River and reveals the bank of windows that make up the sun porch and a band of windows on the second floor define the sitting room above. A concrete skirt encircles the entire building and can be seen on each elevation.

Entering the building from the front door on the north façade, one moves into small vestibule flanked by an extremely small half bath to the left and a storage closet of the same size to the right. One step up leads the visitor into an oak-floored foyer with wall and ceiling wood paneling and staircase. The staircase is split, with four steps from the entry and from the dining room up to an intermediate landing. A single stair run leads from the first landing to the second floor. The staircase has columnar newel posts at the base and landing with a modest handrail and turned balusters between the newel posts. A utilitarian handrail follows the staircase on the left wall to the second floor. The balustrade continues along the staircase opening on the second floor.

At the top of the stairs around the perimeter of the landing are four bedrooms, three of which have corresponding bathrooms. Two of the bathrooms are especially cheerful with colorful tile work in lavender with green and black accents, and yellow with black accents, respectively. These bathrooms have tile soap dishes and toothbrush holders incorporated into the tile. The yellow-tiled bathroom has an intricate basketweave floor in a coordinating yellow, black and white tile. The third bathroom is all white wall tile and fixtures with small hexagonal floor tile, also in white.

Other interior features include Tudor arched doorways, original oak floors, and plaster walls. The fireplace hearth is brick with a Tudor arch and an ornamental plaster surround embellished with a floral and drape relief. Most of the upstairs walls and ceilings are stripped down to shiplap. An opening in the ceiling in the hallway leads to the attic. There is evidence in the attic that finishes have been removed, and there are J boxes and switch locations from previous lighting.

Garage/Apartment

A detached garage is located just southwest of the main house and dates to the same period of construction as the main house. The garage matches the house in form, roof pitch and wall materials, and consequently reads as an integral part of the property. Such an architecturally distinctive garage is unusual for Austin and would have been seen as a status symbol in the early days of car ownership.

Both buildings retain a high degree of integrity and merit local landmark designation as an excellent example of Tudor Revival style architecture as well as for its historical associations with former Austin mayor Tom Miller and first female city council member Emma Long.

Biographical Data

The story of Austin is rich with tales of the larger-than-life personalities of its earliest settlers who made Austin thrive. But the next generation proved to be businessmen and women who dared to dream bigger and fight harder for their beloved city, fostering improved infrastructure, innovation, equality, and prosperity in Austin.

Edgar H. Perry

The land that became the site of 813 Park Blvd. was originally part of the Edgar Howard "Commodore" Perry (1876-1974) estate. Perry was born in Caldwell, Texas, January 5, 1876, the son of John W. and Lou Perry. After graduating from Baylor University, Perry moved to Austin in 1904 and started his career in the cotton business with George H. McFadden of Philadelphia. He later started his own concern with partners Sheppard King of Dallas and Will Clayton of Houston. The three men focused their efforts on the European market. Eventually, Perry left the business in 1929 to settle in Austin and concentrate on local business ventures.[7] He had a deep love for the city and frequently said, "I made my money in Europe and am going to spend it in Austin to make the city a nicer place in which to live.[8]"

Prior to leaving the cotton trade, Perry purchased land east of the Austin Country Club (now Hancock Golf Course) around 1917. Shortly thereafter, Perry purchased a 9-acre gravel pit site north of the Austin Country Club where he relocated the house and built a sunken garden in the pit. The Perry's used the home as a country place for weekend parties.[9] Construction on the current mansion began in 1927. He and his wife Lutie and son, Edgar, Jr., moved into their new home in 1928. The Italian Renaissance Revival mansion was designed by Dallas architect Henry Bowers Thomson. The beauty of the mansion was complimented by a series of formal and informal gardens, fountains, pools, statuary, seating areas, stone walls and ornamental gates designed by landscape architect Homer Lee Fry.[10]

The Commodore Perry Estate was listed in the National Register of Historic Places in 2001 and was designated a local landmark in 2003.

As the Perry mansion was nearing completion, Perry and his son, Edgar Perry, Jr. subdivided 10 acres of the original 20-acre estate north of mansion and dubbed the area the Perry Estates Addition. Perry, Jr. built the first Tudor Revival style house on the block at 801 Park Blvd. In December 1928, D.W. English, a San Antonio contractor, and real estate operator announced the opening of the new residential addition near the Austin Country Club (now Hancock Golf Course). A rock bridge across Waller Creek, similar to one at the Perry Estate, was constructed at the cost of $2,500. Rock entrances were built to at Park and Red River and to the west between the bridge over Waller Creek and Barrow Street to delineate the small addition. These architectural elements are part of the streetscape today.[11]

[7] "Edgar Perry Comes to be Symbol of Austin." The Austin American (1914-1973), Oct 12, 1947. https://atxlibrary.idm.oclc.org/login?url=https://www-proquest-com.atxlibrary.idm.oclc.org/historical-newspapers/edgar-perry-comes-be-symbol-austin/docview/1616904778/se-2?accountid=7451. (Accessed 1 October 2020).

[8] "Edgar Perry Comes to be Symbol of Austin." The Austin American (1914-1973)

[9] Perry Estate/St. Mary's Academy National Register Nomination. Prepared by Laura Knott. October 1, 2000. Listed in National Register of Historic Places August 8, 2001.

[10] Homer Lee Fry – 1894-1965. The Cultural Landscape Foundation. https://www.tclf.org/homer-lee-fry

[11] "New Addition to be Opened Here," *The Austin American-Statesman,* 1 December 1928, p. 1; Newspapers.com by Ancestry https://www.newspapers.com/image/366248296 (Accessed 20 Aug 2020).

The addition was platted as the Stock Market crashed and at the dawn of the Great Depression, so many of the houses were more modest than originally planned.[12] English appeared to have started building three homes in the addition[13] before construction in the area likely stalled with the economic crisis. The 1935 Sanborn Fire Insurance Map shows only three houses in what was then the 700 block of Park Blvd.[14] One of the most significant houses in the new addition was the residence constructed at the southeast corner of Park Blvd. and Red River Street.

Robert Thomas "Tom" Miller

Robert Thomas "Tom" Miller and his wife Nellie May purchased the lot at 713 (now 813) Park Blvd. from Edgar Perry in April 1929.[15] Miller (1894-1962), a mayor of Austin, would play a prominent role in the city's development. Miller and his wife Nellie May were the first owners of the Tudor Revival style house that still graces the southwest corner of Red River and Park Blvd. Mrs. Miller hosted various civic committees at the hour and their daughter, Virginia Joy, married Dan Roberts Shelton in the home on April 8, 1943.[16] The couple lived in the house until 1946 when they sold the house[17] and moved to 3703 Stevenson. Joy and Dan Shelton lived next door at 3701 Stevenson.[18]

Robert Thomas Miller was born on September 21, 1893, in Austin, to Thomas McCall and Annie Gillum Miller. He attended Palm School and his mother served as president of the first parent-teacher association. Miller was greatly influenced by an early teacher, Mrs. Florence Ralston Brook. Mrs. Brook, along with his mother, instilled a love for Shakespeare and he regularly quoted Shakespeare on many occasions throughout his life.[19] He attended Austin High School and graduated from the Whitis School, going on to attend the University of Texas. At one point, Miller considered a career as an actor or a lawyer, but after one year at the university, he entered his father's produce and cotton business. He married Nellie May Miller in 1918.[20] Miller's father died in 1916 and Tom and his brother James took over the business, moving into a large warehouse at 301 West 4th Street in 1924.[21]

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[12] Hancock Neighborhood National Register nomination. Historic Resources Survey of North Loop, Hancock, and Upper Boggy Creek. Prepared by Cox McLain Environmental Consulting and Preservation Central (2019-2020)

[13] "New Addition to be Opened Here," *The Austin American-Statesman.*

[14] Digital Sanborn Maps. 1935, Sheet 314. Accessed through the Austin Public Library, Austin, Texas. https://digitalsanbornmaps-proquest-com.atxlibrary.idm.oclc.org/browse_maps/44/8391/41282/43259/584715?accountid=326

[15] Travis County Clerk's Office, County Clerk Web Search, Instrument # CNY0080108CNY Book 435, Page3638. Date Filed April 25, 1929. (Accessed 14 Sept 2021).

[16] "Miss Virginia Joy Miller is Now Mrs. Dan Roberts Shelton: Thursday Afternoon Ceremony is Read at Home of Mayor and Mrs. Tom Miller." *The Austin American* (1914-1973), Apr 11, 1943. https://atxlibrary.idm.oclc.org/login?url=https://wwwproquest-com.atxlibrary.idm.oclc.org/historicalnewspapers/miss-virginia-joy-miller-is-now-mrsdan-roberts/docview/1611676055/se-2?accountid=7451. (Accessed 16 September 2021).

[17] Deed Chain. Independence Title of Austin. Warranty Deed dated October 21, 1946, recorded in Volume 825, Page 56, Deed Records of Travis County, Texas, executed by Nellie May Miller and husband, Tom Miller to Rex D. Kitchens.

[18] Reynolds Miller Shelton. Interview with the author. September 22, 2021.

[19] "The Tom Miller Story." Texas Archive of the Moving Image. Gordon Wilkison, Director. Paul Bolton, Narrative April 30, 1962. https://texasarchive.org/2011_03298 (Accessed 7 Oct 2021)

[20] "Miller-Miller." *The Statesman (1916-1921),* Apr 03, 1918. https://atxlibrary.idm.oclc.org/login?url=https://www-proquest-com.atxlibrary.idm.oclc.org/historical-newspapers/miller/docview/1619598349/se-2?accountid=7451.

[21] Mayor's Office. Tom Miller Records. Austin History Center. http://legacy.lib.utexas.edu/taro/aushc/00692/ahc-00692.html (Accessed 20 Aug 2020).

Tom Miller served as Austin's mayor from 1933-1949 and again from 1955-1961, twenty-two years in all.[22] During his tenure, council members chose one among them to serve as mayor. He was never bested in any subsequent council race and was always selected as mayor in each of his many terms.[23]

Many of Miller's significant accomplishments were in the way of city improvements, not only regarding the city's infrastructure, but also with its civic and cultural development. He came to local government at a time when Franklin D. Roosevelt was president. Miller used FDR's New Deal programs to benefit Austin. As an example, Austin received funding for the first federal housing project in the United States.[24]

Tom Miller was a huge supporter of President Franklin D. Roosevelt and his New Deal programs. In 1937, Roosevelt signed the United States Housing Act which provided funding to from the federal government to local public housing agencies to improve living conditions for low-income families.

Miller had become friends with then Congressman Lyndon B. Johnson through Miller's work with and lifelong dedication to the Democratic party. Johnson was determined to be the first in the United States to have a housing project and called together Tom Miller and other influential heavy hitters to push for a public housing project in Austin. Shortly after, the mayor and city council established the Austin Housing Authority on December 27, 1937.[25] Consequently, the Austin Housing Authority became the first in the country to receive funding and Santa Rita Courts was the first public housing development completed under the Housing Act of 1937. The first family moved into Santa Rita Courts in 1939.[26]

Miller first experienced the flooding of the Colorado River in 1900 at the age of 7 and surveyed the damage to south and east Austin from the old wooden bridge that crossed the river at Congress. 1n 1935, the Colorado again overtook its banks, causing an estimated $12 million in damage. Miller joined the workers to place levies for seven days and seven nights in an effort to slow the devastation. Once under control, Miller worked with Congressman Johnson and the Public Works Administration to secure funding and immediately began negotiations with the Lower Colorado River Authority (LCRA) to rebuild and strengthen the dam. The dam was completed in February 1940 and the citizens of Austin, through the Chamber of Commerce, successfully lobbied to have the dam named after their beloved mayor, Tom Miller. In his subsequent term, he successfully advocated for the construction of another dam and power plant.[27]

Miller also received federal funding for cultural and recreational facilities, including the Austin Symphony Orchestra[28] and many city parks. During his tenure, he acquired 1,200 acres of land for City Park on Lake Austin,

[22] "Ex-Mayor Tom Miller Dies After Long Illness: Weed-Corley Rites to Re Held Tuesday." The Austin Statesman (1921-1973), Apr 30, 1962.
[23] "Tom Miller Mayor for Sixth Term." The Austin Statesman (1921-1973), May 01, 1943. https://atxlibrary.idm.oclc.org/login?url=https://www-proquestcom.atxlibrary.idm.oclc.org/historicalnewspapers/tommiller-mayor-sixth-term/docview/1559169133/se-2?accountid=7451.
[24] Santa Rita Courts – Austin, TX. The Living New Deal. https://livingnewdeal.org/projects/santa-rita-courts-austin-tx/. Submitted by Larry Moore. June 4, 2014.
[25] Texas Historical Commission. National Register Listing - Atlas Number 2008000319. Santa Rita Courts. Listed April 17, 2008. https://atlas.thc.texas.gov/ (Accessed 14 Sept 2021)
[26] National Register Listing – Atlas Number 2008000319. Santa Rita Courts.
[27] "The Tom Miller Story." Texas Archive of the Moving Image.
[28] "Austin Orchestra's Fund Assured Now." *The Austin Statesman* (1921-1973). January 13, 1939. ProQuest Historical Newspapers. (Accessed 20 Mar 2020).

3,000 acres for Bergstrom Air Force Base, Hancock Golf Course, the Butler recreational tract and Caswell Tennis Center, to name a few. He also saw the development of Disch Field[29] and the expansion of Mueller Airport.[30]

Miller remained a close friend and staunch political supporter of Lyndon Baines Johnson and served as campaign chair for Johnson's 1960 bid for the presidency, his last political endeavor before his illness.[31] Mrs. Johnson once summed up his service to Austin thusly, "Tom Miller dominated the city scene for such a long time. He had a passionate love of Austin, and it was also a proprietary love. He just felt like it was his town. He wanted to do everything for it. It was his life."[32]

For all these accomplishments and so much more, Tom Miller was named Austin's Most Worthy Citizen in 1949, the year he first retired from city politics.[33]

Miller died due to complications from diabetes on April 30, 1962, a few months shy of his 69th birthday.[34] Pallbearers included Vice President Lyndon B. Johnson, Congressman Homer Thornberry, and members of the Austin City Council, to name a few.[35] Nellie Miller died in 1963 after a brief illness. President and Mrs. Johnson flew by helicopter from the LBJ Ranch to attend the funeral of their longtime friend.[36] Robert Thomas Miller and Nellie May Miller are buried in Oakwood Cemetery in Austin.

Tom Miller's contributions to the city were widely recognized. A 30-minute television tribute aired the same day as his death. Fellow council member Emma Long had this to say about Miller. "A great man has gone with the passing of Tom Miller, but he won't be forgotten. I remember one thing that he used to say often and that was, 'the past makes the present and the present makes the future.' And that will be as it is with Tom Miller. You can't turn any place in Austin that you don't see Tom Miller someplace. The beautiful auditorium, the airport, the fine swimming pools and playgrounds and the flowers that grow. It's all a part of Tom Miller and his spirit. He loved Austin above anything, I do believe. And I loved him. I worked with him, and I do know he loved the people; he loved the city. And we will always think of him when we see these monuments because they are to him, to his energy, his courage. Austin is a great place because of Tom Miller, and it will continue to be. The future is part of Tom Miller."[37]

During their crossover tenure on city council Miller and Long often sparred over issues on which they disagreed. Miller often teased Emma to call her husband Stuart down to city hall so he'd have someone to fight.[38]

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[29] Hart, Weldon. "New Baseball Park Named Disch Field: Famous UT Mentor Honored Council Approves Jaycees' Request to Call Diamond After Uncle Billy." *The Austin Statesman* (1921-1973), Aug 28, 1941. https://atxlibrary.idm.oclc.org/login?url=https://search-proquest-com.atxlibrary.idm.oclc.org/docview/1610135307? accountid=7451. (Accessed 26 Mar 2020).
[30] Floylee Hunter Hemphill Goldberger, "Miller, Robert Thomas." *Handbook of Texas Online*, accessed October 6, 2021, https://www.tshaonline.org/handbook/entries/miller-robert-thomas. Published by the Texas State Historical Association.
[31] "The Tom Miller Story."
[32] Floylee Hunter Hemphill Goldberger, "Miller, Robert Thomas." *Handbook of Texas Online*
[33] "Tom Miller: Austin's Most Worthy Citizen for '49." Lorraine Barnes. The Statesman Staff. *The Austin Statesman* (1921-1973); Jan 11, 1950; ProQuest Historical Newspapers: *The Austin American Statesman* pg. 10 (Accessed 14 September 2021)
[34] "Ex-Mayor Dies After Long Illness." *The Austin Statesman*. April 30, 1962.
[35] "Ex-Mayor Dies After Long Illness."
[36] "LBJ Joins Rites for Mrs. Miller." *The Austin Statesman* (1921-1973), Dec 31, 1963. https://atxlibrary.idm.oclc.org/login?url=https://www-proquest-com.atxlibrary.idm.oclc.org/historicalnewspapers/lbj-joins-rites-mrs-miller/docview/1522496633/se-2?accountid=7451. (Accessed 14 Sep 2021).
[37] "The Tom Miller Story."
[38] "The Tom Miller Story."

Tom Miller's longtime friend and political ally, then Vice President Lyndon Johnson, weighed in on the city's loss as well, saying, "Austin has lost one of its greatest public servants. And I have lost one of my best personal friends. For over 30 years, it has been my pleasure to work close with Tom Miller in the field of public affairs. He was a man who believed in fighting the ancient enemies of mankind. Inequality, poor health, ignorance, illiteracy. You could always find Tom Miller standing up on the side of the people. He believed with Benjamin Franklin that one should resolve to perform what he ought and perform to resolve without fail. Tom Miller did that. When he started something, he made it go. He worked for the University of Texas. He worked to bring Bergstrom Field to Austin. He worked for a new city hall and for new school buildings for our children. He also worked to make the Hill Country a paradise with its dams and its lakes and to bring REA to each humble home. Tom Miller always thought of the other fellow and spent most of his waking hours working for them. We shall miss him, but he leaves a fine family, an able young son who I trust will carry on in his footsteps."

Miller's leadership and his stewardship of a myriad of civic and infrastructure projects in the city leave a legacy still enjoyed by Austinites today.

Emma Jackson Long

In 1950, another influential city leader purchased the home at 813 Park Blvd. Emma and Stuart Long owned the home until it was sold to John C. Buckley in 1971.[39]

Emma Pauline Jackson was born February 29, 1912, a leap year, to Robert and Lillie May Jackson in Lefors, Texas, near the Panhandle town of Pampa. She attended high school in Hereford, Texas, where she excelled at her studies. Long was the first in her family to graduate from college. She attended the University of Texas at Austin and in 1936 Long received a degree in History with a minor in Government.[40] Emma Jackson and Stuart Morrison Long met in school, where he majored in Journalism. They married in 1936. They both worked as reporters at the Capitol and for the Austin American Statesman.

During the war, Stuart Long served in the Marine Corps and Mrs. Long worked for the Army Security and Intelligence Division where she analyzed information from all US intelligence agencies on subversive activities.[41] Long and her husband started the Long News Service after World War II. The two worked from the Capitol and provided news coverage to 26 Texas newspapers, a number of weeklies and provided Texas coverage for national publications such as *Time,* the *New York Times* and *Newsweek*.[42]

Miss Emma, as she was known to many Austinites, entered the race for city council in a special election in 1948 to fill the vacancy for Homer Thornberry who resigned to run for a seat in Congress. Her work during World War II piqued her interest in government. As she put it, "Since the city government is so close to the home, it seems to me that the City Hall could stand a woman's touch…"[43] She won the election and became the first woman elected to the Austin city council or any major city in Texas.

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[39] Deed Chain. Heritage Title of Austin. Warranty Deed dated November 1, 1971, recorded in Volume 4211, Page 1685, Deed Records of Travis County, Texas, executed by Stuart Long, and wife, Emma Long to John C. Buckley.

[40] City Council. Emma Long Records. Austin History Center. http://legacy.lib.utexas.edu/taro/aushc/00486/ahc-00486.html (Accessed 7 Oct 2021)

[41] "Emma Long Running for Council Post." *The Austin Statesman* (1921-1973). Aug 11, 1948. Pg. 1. ProQuest Historical Newspapers (Accessed 19 Mar 2020).

[42] Lauren Zambrano, "Long, Emma Pauline Jackson," *Handbook of Texas Online*, accessed October 06, 2021, https://www.tshaonline.org/handbook/entries/long-emma-pauline-jackson. Published by the Texas State Historical Association.

[43] "Emma Long Running for Council Post." *The Austin Statesman.*

Emma Long was a voice for the common citizen. She was not afraid to take on issues such as desegregation and increased pay for firefighters and police. She was a strong advocate for the integration of Lions Municipal Golf Course and the public library. Long fought against utility rate increases and tried to level the playing field on the stark contrasts of how city services were delivered and maintained on the east and west sides of the city. She was an advocate for fair housing for blacks and Latinos.

Long could be a polarizing figure. Her supporters praised her for keeping a watchful eye over the city's governmental body. But her detractors denounced her as an obstructionist and quarrelsome.[44] Her more liberal views led some to go so far as to brand her a "communist."[45]

Like Miller, Long served two city council tenures, the first from 1948 to 1959. In 1956, she threw her "bonnet" in the ring for the state Senate.[46] Her bid was unsuccessful, and she remained on the council until 1959, when she decided to take a break, but not before leaving her colleagues a list of "suggestions" to work on in her absence.[47] The list included her ongoing priorities: street improvements; quality medical care for all; expanded and better maintained parks and recreation facilities; expansion of utility services, and lower taxes and utility rates.

By the end of her first stint as a council member, not everyone agreed with her views, but Long was considered an asset to city government and a respected public servant.[48] By the end of her career, she had survived two city managers, five mayors, more than a dozen council members and more than her share of city hall newsmen,[49] but not without some very public disputes.

Long engaged in an ongoing battle with then City Manager Walter Seaholm which erupted in 1953 over a garbage collection strike. She publicly denounced Seaholm in a radio address, blaming him for the strike and calling for him to be fired. Seaholm shot back with accusations of interference from Long when she interviewed the strikers, an action he said meddled in administration affairs and outside the purview of council members.[50] The city sanitation department returned to work two days later after accepting a four-point proposal offered by council members but championed by Long.[51]

After taking that short break, she was again elected to the city council in 1963. In 1967, Long was named mayor pro tem by her fellow council members, another first for Austin and any major Texas city. That same year, Long became the first person to light the Zilker Park Christmas tree.[52]

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[44] "Emma's Political Career One of Storm and Strife." *The Austin Statesman* (1921-1973). Apr 1, 1953. ProQuest Historical Newspapers. (Accessed 10 Jan 2020).
[45] Patrick George. "Pioneering city leader Emma Long dies." *The Austin American Statesman*. Posted Jan 17, 2011. Updated Dec 12, 2018. (Accessed 10 Jan 2020).
[46] "Emma's Bonnet in Senate Ring?" *The Austin Statesman (1921-1973).* Jan 3, 1956. Pg. 1. ProQuest Historical Newspapers (Accessed 19 Mar 2020).
[47] Glen Castlebury, Staff Writer. "She's Celebrated Only 14 of Them: A Leap Year Birthday for City's Mrs. Long." *The Austin Statesman (1921-1973).* Feb 29, 1968. Pg. A1. ProQuest Historical Newspapers (Accessed 19 Mar 2020).
[48] Glen Castlebury, Staff Writer. "She's Celebrated Only 14 of Them: A Leap Year Birthday for City's Mrs. Long."
[49] Glen Castlebury, Staff Writer.
[50] "City Manager, Emma Renew Old Warfare." *The Austin Statesman (1921-1973).* Apr 25, 1953. ProQuest Historical Newspapers. (Accessed 19 Mar 2020).
[51] "Garbage Crews Go Back to Job: Workmen Win Foreman Demand." *The Austin Statesman (1921-1973).* Apr 23, 1953. ProQuest Historical Newspapers. (Accessed 8 October 2021).
[52] Patrick George. "Pioneering city leader Emma Long dies."

Long lost her bid for council in 1969. She was bested, likely due to her unwavering support of a fair housing ordinance which was defeated at the polls by voters.[53] She returned to work with her husband at the Long News Service and retired after his death in 1977.

Newspaper articles of the time often reference her fiery red hair and matching personality.[54] She was named Austin's Women of the Year in 1960 and in 1984 the city council changed the name of City Park to Emma Long Metropolitan Park in her honor, one of her most treasured tributes. Emma Jackson Long died in 2011 at the age of 98. Emma Long is regarded today with fondness as a trailblazer. Her tireless efforts in working for the underrepresented to bring equity and fairness to the people of Austin was unprecedented for her time.

Summary

The 1929 Miller-Long House in Austin, Texas was built for Tom Miller, a longtime mayor and influential citizen of Austin at a time of transformative growth and development in the city. Miller and his wife Nellie (Miller) Miller lived in the house between 1929 and 1946, during his first mayoral terms.

Miller oversaw many public works projects, including Santa Rita Courts in 1939, the first federal housing project completed in the U.S. after President Roosevelt signed the United States Housing Act of 1937. During his tenure as mayor from 1933-49 and again from 1955-1961, Miller was responsible for constructing many parks within the city as well as other recreational facilities like Hancock Golf Course, Municipal Golf Course and Deep Eddy. He acquired land to expand Mueller Airport as well as 3,000 acres for Bergstrom Air Force Base. A dam that bears his name was constructed on the Colorado River for the purpose of flood control and for generating hydroelectric power. His support of Roosevelt's New Deal programs enabled him to bring such projects to Austin, providing much-needed jobs to the city during the depression.

Emma Long, another formidable Austin politician, lived in the home some years later. Long became the first woman elected to the Austin city council or any major city council in Texas. She took on important issues including desegregation and fair pay for emergency responders. She fought against inequities in the delivery of city services and was an advocate for fair housing for blacks and Latinos. In 1967, Long was named mayor pro tem by her fellow council members, another first for Austin and any major Texas city.

[53] Carol Fowler, Sara Howze, Staff Writers. "LaRue In; Dick Nichols and Emma Long Lose: MacCorkle and Ruiz In Runoff." *The Austin Statesman (1921-1973)*. April 6, 1969. Pg. A1. ProQuest Historical Newspapers. (Accessed 8 Aug 2021).

[54] "Emma Long Running for Council Post." *The Austin Statesman* (1921-1973). Aug 11, 1948. ProQuest Historical Newspapers. (Accessed 19 Mar 2020).

Travis Central Appraisal District

8314 Cross Park Drive
Austin, Texas 78754

P.O. Box 149012
Austin, Texas 78714

Internet Address: www.traviscad.org
Main Telephone Number (512)-834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

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NAD_1983_StatePlane_
Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

Italic = 120 scale map
Thin = 100 scale map
Bold = 400 scale map

0 120
Feet

Revision Date:
3/10/2021

21908

PARK BOULEVARD
(60' R.O.W.)

12'-0"
132'-2½"

TEMPORARY BENCHMARK
TRIANGLE CUT ON CURB
ASSUMED ELEVATION = 100.00'

NEW STONE PIER AND METAL FENCE
SIM TO PERRY ESTATE @ 41ST ST.

S 59°56'24" E 60.04'

S 59°53'15" E 90.29'

Neighborhood stone street marker falls within the property boundary of 813 Park Blvd. A portion of the north column lies just outside the property line.

REPAIR/REPLACE EXISTING
SIDEWALK TO MATCH
HISTORIC

NEW 5-1/2' STONE WALL TO
MATCH EXISTING ADJACENT

T331
26" OAK
T332
23" OAK
T332
23" OAK
T333
17" OAK
T333
17" OAK
T334
16" MAGNOLIA
T328
13" OAK

1/4 CRZ
1/4 CRZ
1/2 CRZ
CRZ

N 30°01'43" E 149.89'

N 30°00'54" E 149.83'

20'-0"

LAWN AREA

FF = 102.20'
FF = 99.20'
EL = 98.70
102.15'
FF=102.20' (FV)
(0'-0")

AC PAD

SITE RAMP SLOPES UP 1:20

NEW BRICK
TERRACE

DRAIN UNDER RAMP

SITE RAMP UP TO TERRACE

RED RIVER

OVERHEAD LINE

POWER POLE

FIELD VERIFY

127'-0"

NRS

EXISTING TRANSFORMERS
AND CONCRETE PADS TO
REMAIN

sliding
gate

5'-0"

5'-0"

NEW
SIDEWALK

EXISTING SECONDARY
DWELLING /HISTORIC
GARAGE UNDER
RENOVATION
2022-055330 PR

FFE=98.76'

AC

N 59°53'15" W 60.00'

N 59°53'15" W 104.81'

OVERHEAD LINE

POWER POLE

EXISTING 8' METAL FENCE

EXISTING 8' STONE WALL

1 NEW SITE PLAN
Scale: 1" = 10'-0"

O'Connell
ARCHITECTURE
3908 Avenue B, #309
Austin, Texas 78751
512|751-1374

REGISTERED ARCHITECT
MARIE O'CONNELL
15432
STATE OF TEXAS
EXP. 10-31-22

MILLER-LONG HOUSE
RESTORATION
813 PARK BOULEVARD, AUSTIN, TEXAS 78751

ISSUE DATE

PRINT: 5/6/22

SHEET NAME

PROPOSED SITE PLAN

SHEET NUMBER

A-101

ELECTRONICALLY RECORDED 2018099011
TRV 17 PGS

UNOFFICIAL DOCUMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UNIFIED DEVELOPMENT RESTRICTIVE COVENANT

This Unified Development Restrictive Covenant for The Perry Estate, (the "Restrictive Covenant"), is executed this 7th of June, 2018, by 4100 Red River Holdings, LLC, a Texas Limited Liability Company and 811-813 Park, LLC, a Texas limited liability company (collectively "Declarant") and is as follows:

RECITALS

A. Declarant, 4100 Red River Holdings, LLC, is the owner of land, more particularly described as 9.852 acres out of the Government Outlot 14 Division C in Travis County, Texas, according to the deed recorded in Volume 12343, Page 112, of the Travis County Deed Records on December 28, 1994, and which received legal lot determination status in City of Austin Case Number C8-I-2010-0144, attached as **"Exhibit A"** ("Tract One")

Declarant, 811-813 Park, LLC is the owner of land, more particularly described as Lot 33 Block 23 OLT 14 Division C of the Perry Estate Subdivision according to the plat recorded as Volume 3, Page 152 of the Plat Records of Travis County, Texas ("Tract Two") and Lot 34, Block 23 OLT 14 Division C of the Perry Estate Subdivision according to the plat recorded as Volume 3, Page 152 of the Plat Records of Travis County, Texas ("Tract Three").

Tract One, Tract Two and Tract Three are herein referenced collectively as the "Property" or individually as a "Tract".

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declare that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.

2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development/single site. Any proposed modifications to the Property or any portion of any Tract will be construed as a modification to a single site, requiring review of the Property in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.

3. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.

4. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

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5. General Provisions.

A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 5. K., this Restrictive Covenant remains in effect in perpetuity.

C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.

E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.

F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.

H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private

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carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.

K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) all of the Owners of the Property at the time of the modification, amendment, or termination, and (c) any mortgagees holding first lien security interests on any portion of the Property.

Unofficial Document

Executed to be effective on June 7, 2018.

DECLARANT:

4100 Red River Holdings, LLC, a Texas limited liability company

By: 4100 Red River, LLC, a Texas limited liability company, its sole manager

By: _____
Name: Clark E. Lyda
Title: Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me Cindy L Harrington, Notary Public, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, the sole manager of 4100 Red River Holdings, LLC, a Texas limited liability company known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 7, 2018

_____
Notary Public, State of Texas

CINDY L HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9/17/19
NOTARY ID 569925-6

Unofficial Document

Unofficial Document

DECLARANT:

811-813 Park, LLC, a Texas limited liability company

By: 4100 Red River Holdings, LLC, a Texas limited liability company, its Manager

By: 4100 Red River, LLC, a Texas limited liability company, its sole Member

By: _____

Name: **Clark E. Lyda**
Title: **Manager**

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, sole member of 4100 Red River Holdings, LLC, a Texas limited liability company, the Manager of 811-813 Park, 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 June 17, 2018.

[Seal]

CINDY L HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9/17/19
NOTARY ID 569925-6

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Brent D. Lloyd
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Leslie Daniel
Title: Engineer C

Unofficial Document

Unofficial Document

EXHIBIT A

Planning and Development Review
Land Status Determination
Legal Tract Platting Exception
Certification

June 21, 2010

File Number: **C8I-2010-0144**

Address: **710 E 41ST ST**

Tax Parcel ~~I.D. #~~ **0219080221** Tax Map Date: **09/03/2003**

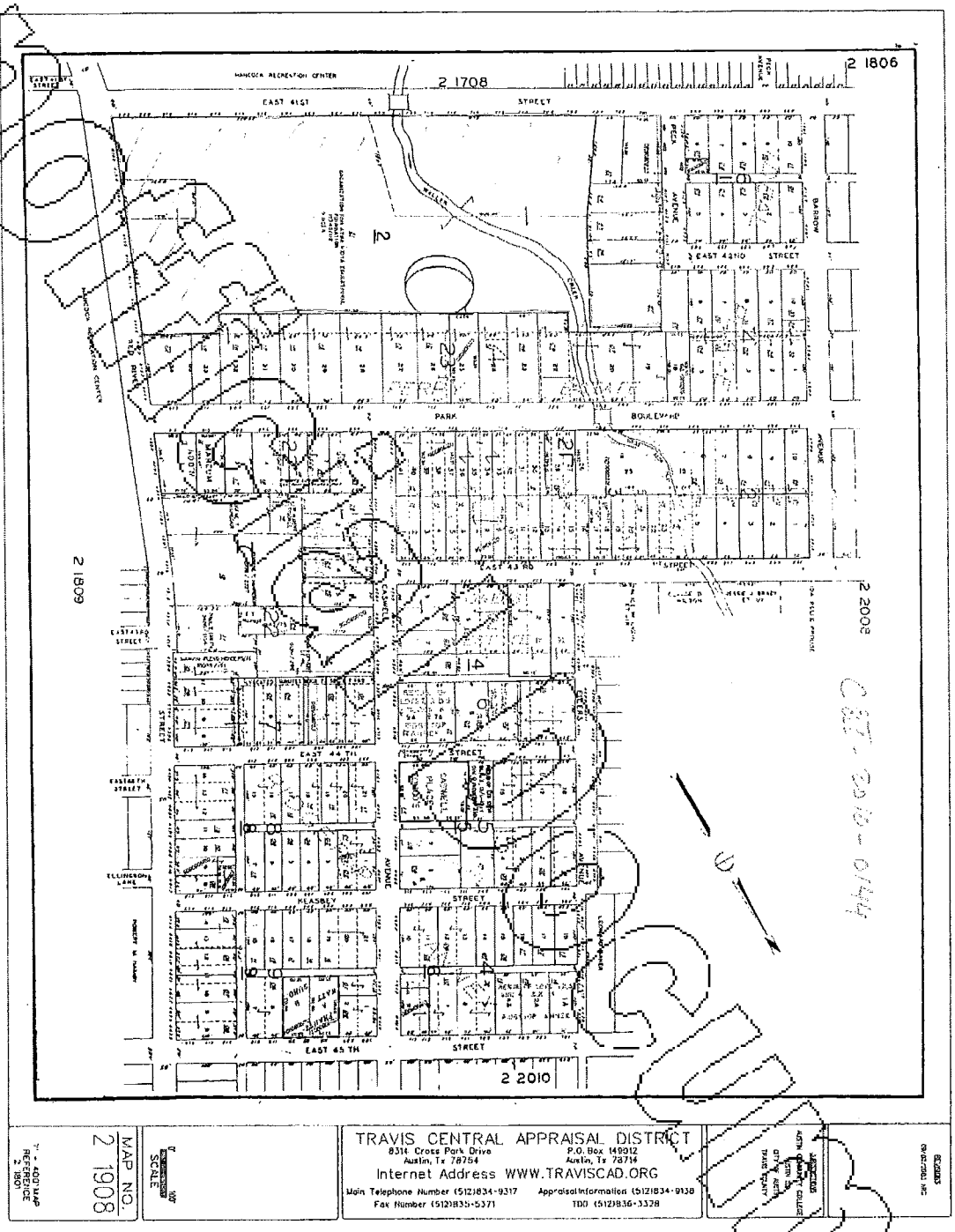
The Watershed Protection and Development Review Department has determined that the property described below and **as shown on the attached tax map:**

is over five acres consisting of **9.852 Acres out of Government Outlot 14 Division C** in **Travis** County, Texas, according to the deed recorded in **Volume 12343, Page 112,** of the **Travis** County Deed Records on **Dec 29, 1994,** and **is eligible to receive utility service.** The cost of water and/or wastewater service improvements, including easements, tap and impact fees, are the landowner's responsibility and expense, and must be accomplished according to the City of Austin Utility Design Criteria, Specifications and Procedures.

This determination of the status of the property is based on the five-acre subdivision exception provided in Texas Local Government Code, Section 212.004(a). Recognition hereby does not imply approval of any other portion of the Austin City Code or any other regulation.

By: _____
Daniel Word, Representative of the Director
Planning and Development Review

Map Attachment



UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

CONSENT BY LIEN HOLDER

Date: June 19th 2018

Lien Holder: **Pioneer Bank, SSB**

Lien Holder Notice Address: **P.O. Box 300279, Austin, Texas 78703**

Liens: Deed of Trust dated October 26, 2017, from Grantor to **Rex G. Baker, III,** Trustee, securing the payment of one promissory note of even date in the original principal amount of **$2,000,000.00**, payable to **Lien Holder,** of record in Document Number **2017172432**, of the Official Public Records of **Travis** County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Assignment of Leases and Rents dated October 26, 2017, recorded under Document Number **2017172433,** Official Public Records of **Travis** County, Texas, executed by 4100 Red River Holdings, LLC to **Pioneer Bank, SSB** regardless of how created or evidenced.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or

the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

Pioneer Bank, SSB

By: _____
Name: Steven P. Bourland
Title: Senior Vice President

STATE OF TEXAS
COUNTY OF HAYS

§
§

Before me, the undersigned notary, on this day personally appeared Steven P. Bourland, Senior Vice President of Pioneer Bank, SSB a state savings bank, 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 June 19 2018

[Seal]

_____
Notary Public, State of **Texas**

CHERI FARIAS
Notary Public, State of Texas
Notary ID# 1187743-6
My Commission Expires 03-03-2020

Unofficial Document

Unofficial Document

CONSENT BY LIEN HOLDER

Date: June 7th 2018

Lien Holder: **811-813 Park, LLC, a Texas limited liability company**

Lien Holder Notice Address: **221 W. 6th Street, Suite 2000, Austin, Texas 78701**

Liens: Construction Loan Deed of Trust and Security Agreement dated March 26, 2018, from Grantor to **William D. Brown,** Trustee, securing the payment of one promissory note of even date in the original principal amount of **$32,000,000.00**, payable to **Lien Holder,** of record in Document Number **2018044579**, of the Official Public Records of **Travis** County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

811-813 Park, LLC, a Texas limited liability company

By: 4100 Red River Holdings, LLC, a Texas limited liability company, its Manager

By: 4100 Red River, LLC, a Texas limited liability company, its sole Member

By: _____
Name: **Clark E. Lyda**
Title: **Manager**

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned notary, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, sole member of 4100 Red River Holdings, LLC, a Texas limited liability company, the Manager of 811-813 Park, 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 June 7, 2018.

[Seal]

CINDY L HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9/17/19
NOTARY ID 569925-6

_____
Notary Public, State of Texas

Unofficial Document

UNOFFICIAL DOCUMENT

CONSENT BY LIEN HOLDER

Date: June 19th 2018

Lien Holder: **Pioneer Bank, SSB**

Lien Holder Notice Address: **P.O. Box 300279, Austin, Texas 78703**

Liens: Vendor's Lien dated October 26, 2017, recorded under Document Number **2017172429**, of the Official Public Records of **Travis** County, Texas, executed by Marvin Floyd Henderson, individually and as Independent Co-Executor of the Estate of Laverne Henderson, deceased etal to 811-813 Park, LLC, securing the payment of one note of even date therewith in the sum of **$2,000,000.00**, payable to **Pioneer Bank, SSB**, and additionally secured by Deed of Trust of even date therewith to **Rex G. Baker, III,** Trustee, recorded under Document Number **2017172430**, of the Official Public Records of **Travis** County, Texas. Assignment of Leases and Rents dated October 26, 2017, recorded under Document Number **2017172431,** Official Public Records of **Travis** County, Texas, executed by 811-813 Park, LLC to **Pioneer Bank, SSB** and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or

the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

Pioneer Bank, SSB

By: _____
Name: Steven P. Bourland
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned notary, on this day personally appeared Steven P. Bourland, Senior Vice President of Pioneer Bank, SSB a state savings bank, 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 June 19, 2018.

[Seal]

_____
Notary Public, State of **Texas**

CHERI FARIAS
Notary Public, State of Texas
Notary ID# 1187743-6
My Commission Expires 03-03-2020

Unofficial Document

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767
Project Name: The Perry Estate
Attn: Christine Barton-Holmes
Case No. SP-2017-0161CT

Unofficial Document

lmd

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
June 25 2018 02:13 PM
FEE: $ 90.00 **2018099011**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Mar 09, 2020 08:35 AM Fee: $34.00
2020038246
Electronically Recorded

Unofficial Document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF AGREEMENT REGARDING UDA AND DEVELOPMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This is a Memorandum of Agreement Regarding UDA and Development (the "Memorandum") by and between 811-813 Park, LLC, a Texas limited liability company ("Seller") and Xinesi Holdings, LLC, a Texas limited liability company ("Buyer") and is as follows:

1. Seller has this day sold and conveyed to Buyer by Special Warranty Deed all of Lot 33 ("Lot 33") and Lot 34 ("Lot 34"), Block 23, Perry Estates, a subdivision in Travis County, Texas (collectively the "Property").

2. At the closing of the sale, Seller and Buyer executed an Agreement Regarding UDA and Development ("Agreement") effective as of the date hereof relating to, among other things, the Unified Development Restrictive Covenant recorded in Documents No. 2018099011 of the Official Public Records of Travis County, Texas ("UDA"), the existing Site Development Permit with the City of Austin affecting the Property and adjacent property owned by Seller's affiliate, 4100 Red River Holdings, LLC, restrictions on redevelopment of the Property due to the UDA, Site Development Permit and easements of record, a waiver by Buyer (and future owners of the Property) of compatibility standards promulgated by the City of Austin relating to various compatibility measures between commercial development and single-family residential homes, and future revisions to the Site Development Permit.

3. This Memorandum of Agreement is given, by the recording of this instrument, to notify to the public that the Agreement exists with regard to the Property, and that the rights of Seller and Buyer relating to the Property shall be governed by the terms, provisions and conditions as are forth in the Agreement, which terms, provisions and conditions are incorporated herein for all purposes.

4. This Memorandum does not alter, amend or modify the terms of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and the terms and conditions therein, which Agreement is incorporated herein by reference for all purposes to the extent and with the same effect as if set forth herein in full. The Agreement may be modified or amended subsequent to the date hereof. In the event of a conflict between this Memorandum and the Agreement, the Agreement (including all amendments thereto) shall govern and control.

5. This Memorandum is executed by Buyer and Seller to evidence the existence of the Agreement without further disclosing the other terms and conditions thereof.

Unofficial Document

Effective as of this 6 day of March, 2020.

SELLER:

811-813 Park, LLC, a Texas limited liability company

By: _____
William Gernstein, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 6, 2020, by William Gernstein, Vice President of 811-813 Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

MARGARET GONZALES
NOTARY PUBLIC
ID# 125941586
State of Texas
Comm. Exp. 12-14-2022

_____
Notary Public, State of Texas

Unofficial Document

BUYER:

Xinesi Holdings, LLC, a Texas limited liability company

By: C Oakland
Name: Christopher Oakland
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 6, 2020, by Christopher Oakland Manager of Xinesi Holdings, LLC, a Texas limited liability company, on behalf of said company.

MARCIE WARNKE
My Notary ID # 125957362
Expires January 4, 2023

Notary Public, State of Texas

11-GF# 20190333 ALF
RETURN TO: HERITAGE TITLE

TRV 2018129061
7 PGS

Easement No. E-190-2018
File No. _____
Address: 4114 Red River St
Initials: DJL
TCAD NO.: 02190802241

ELECTRIC UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: August 1st, 2018

GRANTOR: 4100 RED RIVER HOLDINGS LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 601 South Austin Avenue
Georgetown, Texas 78626

GRANTEE: CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. BOX 1088
AUSTIN, TRAVIS COUNTY, TX 78767

PROPERTY: 9.862 acres of land, being a portion of Outlot 14, Division "C" of the Government Tract adjoining the City of Austin, Travis County, Texas, according to the map or plat on file in the General Land Office of the State of Texas. Being the same property conveyed to GRANTOR in Special Warranty Deed recorded in Document No. 2016028032 of the Official Public Records of Travis County, Texas.

GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under, and across the Property (the "Easement") to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and electric telecommunications lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures (the "Facilities"), in the Easement for the purposes stated above.

GRANTEE shall have the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes, and to cut or trim trees and shrubbery and remove obstructions as

UNOFFICIAL DOCUMENT

necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities in the Easement for the purposes stated above.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind, in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities.

After final construction and installation of the Facilities, the easement hereby granted shall be limited to an area extending five feet on all sides of the actual installed location of the FACILITIES (the "Easement Area") and this easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

GRANTOR reserves the right to replace this Easement with a replacement easement ("Replacement Easement") containing a surveyed metes and bounds description of the easement area. The survey and metes and bounds description shall be prepared at Grantor's expense. This Easement shall remain in full force and effect until such time as the Replacement Easement has been accepted by GRANTEE and duly recorded.

Upon completion of initial construction or any subsequent work in the Easement, GRANTEE shall repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

GRANTOR: 4100 RED RIVER HOLDINGS LLC,
a Texas limited liability company

By: 4100 Red River, LLC,
a Texas limited liability company,
its sole manager

By: _____
Gregory S. Marchbanks, Manager

REVIEWED:
THE CITY OF AUSTIN,
AUSTIN ENERGY

Pamela England
_____
By: Pamela England
Title: Manager
Public Involvement & Real Estate Services

Unofficial Document

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 1st day of August, 2018 by Gregory S. Marchbanks in the capacity as a Manager of 4100 Red River, LLC, a Texas limited liability company, the sole manager of 4100 RED RIVER HOLDINGS LLC, a Texas limited liability company, on behalf of said companies.

STRATTON HRNCIR NOTARY PUBLIC STATE OF TEXAS ID 130636720 EXP. 04-26-2020

Notary Public, State of Texas

Stratton Hrncir
Notary's Printed or Typed Name

4/26/20
Notary's Commission Expires

UNOFFICIAL DOCUMENT

Unofficial Document

CONSENT BY LIEN HOLDER

Date: August 1, 2018

Lien Holder: 811-813 PARK, LLC,
a Texas limited liability company

Lien Holder Notice Address: 221 W. 6th Street, Suite 2000
Austin, Texas 78701

Liens: Construction Loan Deed of Trust and Security Agreement dated March 26, 2018, from Grantor to William D. Brown, Trustee, securing the payment of one promissory note of even date in the original principal amount of $32,000,000.00, payable to **Lien Holder,** of record in Document Number 2018044579, of the Official Public Records of Travis County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City

in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

811-813 PARK, LLC,
a Texas limited liability company

By: _____
Gregory S. Marchbanks, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Gregory S. Marchbanks, Manager of 811-813 PARK, 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 August 1 2018.

[Seal]

_____
Notary Public, State of Texas

STRATTON HRNCIR
NOTARY PUBLIC
STATE OF TEXAS
ID 130636720
EXP 04-26-2020

Unofficial Document

Unofficial Document

AFTER RECORDING, RETURN TO:
City of Austin - Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Melody Giambruno
Blanket Electric Utility Easement
Legal Review 06/15/07

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 14, 2018 10:55 AM 2018129061
WILSONJT $50.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

UNOFFICIAL DOCUMENT

TRV 2018129059
5 PGS

Easement No. E-188-2018
File No.
Address: 811 Park Blvd
Initials: DJL

ELECTRIC DISTRIBUTION UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: August 1st, 2018

GRANTOR: 811-813 PARK, LLC,
a Texas limited liability company

GRANTOR'S ADDRESS: P.O. Box 1757
Georgetown, Texas 78627

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088
Austin, Travis County, Texas

PROPERTY: Lot 33, Block 23, PERRY ESTATES, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 152 of the Plat Records of Travis County, Texas. Being the same property conveyed to GRANTOR in Special Warranty Deed recorded in Document No. 2017172429 of the Official Public Records of Travis County, Texas.

GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under, and across the Property (the "Easement") to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and electric telecommunications lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures (the "Facilities"), in the Easement for the purposes stated above.

GRANTEE shall have the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes, and to cut or trim trees and shrubbery and remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities in the Easement for the purposes stated above.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind, in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities.

After final construction and installation of the Facilities, the easement hereby granted shall be limited to an area extending five feet on all sides of the actual installed location of the FACILITIES (the "Easement Area") and this easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

GRANTOR reserves the right to replace this Easement with a replacement easement ("Replacement Easement") containing a surveyed metes and bounds description of the easement area. The survey and metes and bounds description shall be prepared at Grantor's expense. This Easement shall remain in full force and effect until such time as the Replacement Easement has been accepted by GRANTEE and duly recorded.

Upon completion of initial construction or any subsequent work in the Easement, GRANTEE shall repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

UNOFFICIAL DOCUMENT

GRANTOR: 811-813 PARK, LLC,
a Texas limited liability company

By: _____
Gregory S. Marchbanks,
Vice President

REVIEWED:
THE CITY OF AUSTIN
AUSTIN ENERGY

Pamela England

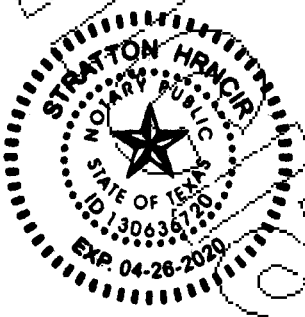
By: Pamela England
Title: Manager
Public Involvement & Real Estate Services

Unofficial Document

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 1st day of August, 2018 by Gregory S. Marchbanks, in the capacity as the Vice President of 811-813 PARK, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

Stratton Hrncir

Notary's Printed or Typed Name

4/26/20

Notary's Commission Expires

UNOFFICIAL DOCUMENT

AFTER RECORDING, RETURN TO:
City of Austin - Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Melody Giambruno
Blanket Electric Utility Easement
Legal Review 06/15/07

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Aug 14, 2018 10:56 AM 2018129059
WILSONJ7 $42.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2018129060
9 PGS

E-184-2018

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PERMANENT ACCESS EASEMENT

Date:	August 1st, 2018
Grantor:	**811-813 PARK, LLC,** a Texas limited liability company
Grantor's Address:	P.O. Box 1757 Georgetown, Texas 78627
City:	**CITY OF AUSTIN, TEXAS,** a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson
City's Address:	P.O. Box 1088 Austin, Travis County, Texas 78767-1088
Easement Tract:	All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**
Easement Duration:	Perpetual
Easement Purpose:	To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove the Facilities
Facilities:	Vehicle, equipment, and worker controlled road or access-way with all associated culverts, bridges, drainage, and other appurtenances
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date
Non-Permitted Activity:	Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence which is installed other than parallel to the Facilities, detention or water quality control,

WB
City Reviewer Initials

UNOFFICIAL DOCUMENT

rainwater harvesting system, or other similar improvement in the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities, and asphalt or concrete walkways, driveways, parking areas, or access roads at grade level that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

WB
City Reviewer Initials

UNOFFICIAL DOCUMENT

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Unofficial Document

WB
City Reviewer Initials

Executed effective the Date first above stated.

Grantor: 811-813 PARK, LLC,
a Texas limited liability company

By: _____
Gregory S. Marchbanks,
Vice President

STATE OF Texas §
COUNTY OF Travis §

Before me, the undersigned notary, on this day personally appeared Gregory S. Marchbanks, Vice President of 811-813 PARK, 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 August 1 2018

[Seal]

STRATTON HRNCIR NOTARY PUBLIC STATE OF TEXAS ID 130636720 EXP. 04-26-2020

_____
Notary Public, State of Texas

REVIEWED:
CITY OF AUSTIN, TEXAS
AUSTIN ENERGY

_____
By: Pamela England
Title: Manager
Public Involvement & Real Estate Services

WB
City Reviewer Initials

UNOFFICIAL DOCUMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

Unofficial Document

EXHIBIT "A"

PORTION OF LOT 33,
BLOCK 23,
PERRY ESTATES
(ACCESS EASEMENT)

0.067 ACRE
OUTLOT 14, DIVISION "C"
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 0.067 ACRE (APPROXIMATELY 2,908 SQ. FT.), BEING A PORTION OF LOT 33, BLOCK 23, PERRY ESTATES, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 152 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO 811-813 PARK, LLC BY SPECIAL WARRANTY DEED DATED OCTOBER 26, 2017 AND RECORDED IN DOCUMENT NO. 2017172429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF OUTLOT 14, DIVISION "C" OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS; SAID 0.067 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the south right-of-way line of Park Boulevard (60' right-of-way width) for the northeast corner of First Tract, being the east 65 feet of Lot 32, Block 23 of said Perry Estates, said First Tract conveyed to Michael Donald Kitley by General Warranty Deed dated September 29, 2016 and recorded in Document No. 2016163895 of the Official Public Records of Travis County, Texas, and for the northwest corner of said Lot 33, and said 0.067 acre tract;

THENCE South 62°30'25" East, with the south right-of-way line of Park Boulevard, same being the north line of said Lot 33, a distance of 20.00 feet to a calculated point for the northeast corner of said 0.067 acre tract, from which a 3/4" iron pipe found for the northeast corner of Lot 34, Block 23 of said Perry Estates, same being the intersection of the south right-of-way line of Park Boulevard and the west right-of-way line of Red River Street (80' right-of-way width), bears South 62°30'25" East, a distance of 130.30 feet;

THENCE over and across said Lot 33, the following five (5) courses:

1. South 27°27'05" West, a distance of 44.95 feet to a calculated point;

2. North 62°50'57" West, a distance of 2.80 feet to a calculated point;

3. South 27°09'20" West, a distance of 33.42 feet to a calculated point;

4. South 62°48'59" East, a distance of 2.65 feet to a calculated point;

5. South 27°27'05" West, a distance of 71.48 feet to a calculated point in the south line of said Lot 33 for the southeast corner of said 0.067 acre tract, same being the north line of a 9.862 acre tract conveyed to 4100 Red River Holdings LLC by Special Warranty Deed dated February 25, 2016 and recorded in Document No. 2016028032 of the Official Public Records of Travis County, Texas, from which a 1/2" iron pipe found in the west right-of-way line of Red River Street, for the northeast corner of said 9.862 acre tract, same being the southeast corner of said Lot 34, bears South 62°32'40" East, a distance of 144.66 feet;

THENCE North 62°32'40" West, with the common line of said Lot 33 and said 9.862 acre tract, a distance of 20.03 feet to a 3/4" iron pipe found for an angle point in the north line of said 9.862 acre tract, same being the northeast corner of Second Tract, conveyed to Michael Donald Kitley, by General Warranty Deed dated September 29, 2016 and recorded in Document No. 2016163895 of the Official Public Records of Travis County, Texas, from which a 3/4" iron pipe found for an angle point in the north line of said 9.862 acre tract, same being the southeast corner of said Second Tract, bears South 27°21'46" West, a distance of 42.95 feet;

THENCE North 27°27'05" East, with the common line of said First Tract and said Lot 33, a distance of 149.86 feet to the **POINT OF BEGINNING**, containing 0.067 acre of land, more or less.

Surveyed on the ground June 1, 2017. Bearing Basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 793-001-AE

7-18-18

Robert C. Watts, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 4995
TBPLS Firm No. 10124500

STATE OF TEXAS
REGISTERED
ROBERT C. WATTS, JR.
4995
PROFESSIONAL
LAND SURVEYOR

REFERENCES
TCAD Property ID# 214876
Austin Grid map K-25

Unofficial Document

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.067 ACRE (APPROXIMATELY 2,908 SQ. FT.), BEING A PORTION OF LOT 33, BLOCK 23, PERRY ESTATES, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 152 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO 811-813 PARK, LLC IN A SPECIAL WARRANTY DEED DATED OCTOBER 26, 2017 AND RECORDED IN DOCUMENT NO. 2017172429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF OUTLOT 14, DIVISION "C" OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

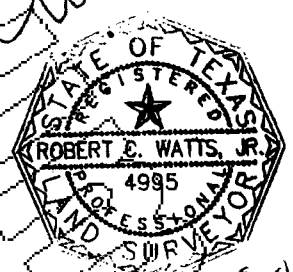
LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD INFO.)
L1	S62°30'25"E	20.00'	(S39°53'E)
L2	N62°50'57"W	2.80'	
L3	S27°09'20"W	33.42'	
L4	S62°48'59"E	2.65'	
L5	N62°32'40"W	20.03'	(N39°53'W)
L6	S27°21'46"W	42.95'	(42.80')

LEGEND

△ CALCULATED POINT

⊙ IRON PIPE FOUND (SIZE NOTED)

( ) RECORD INFORMATION



7-18

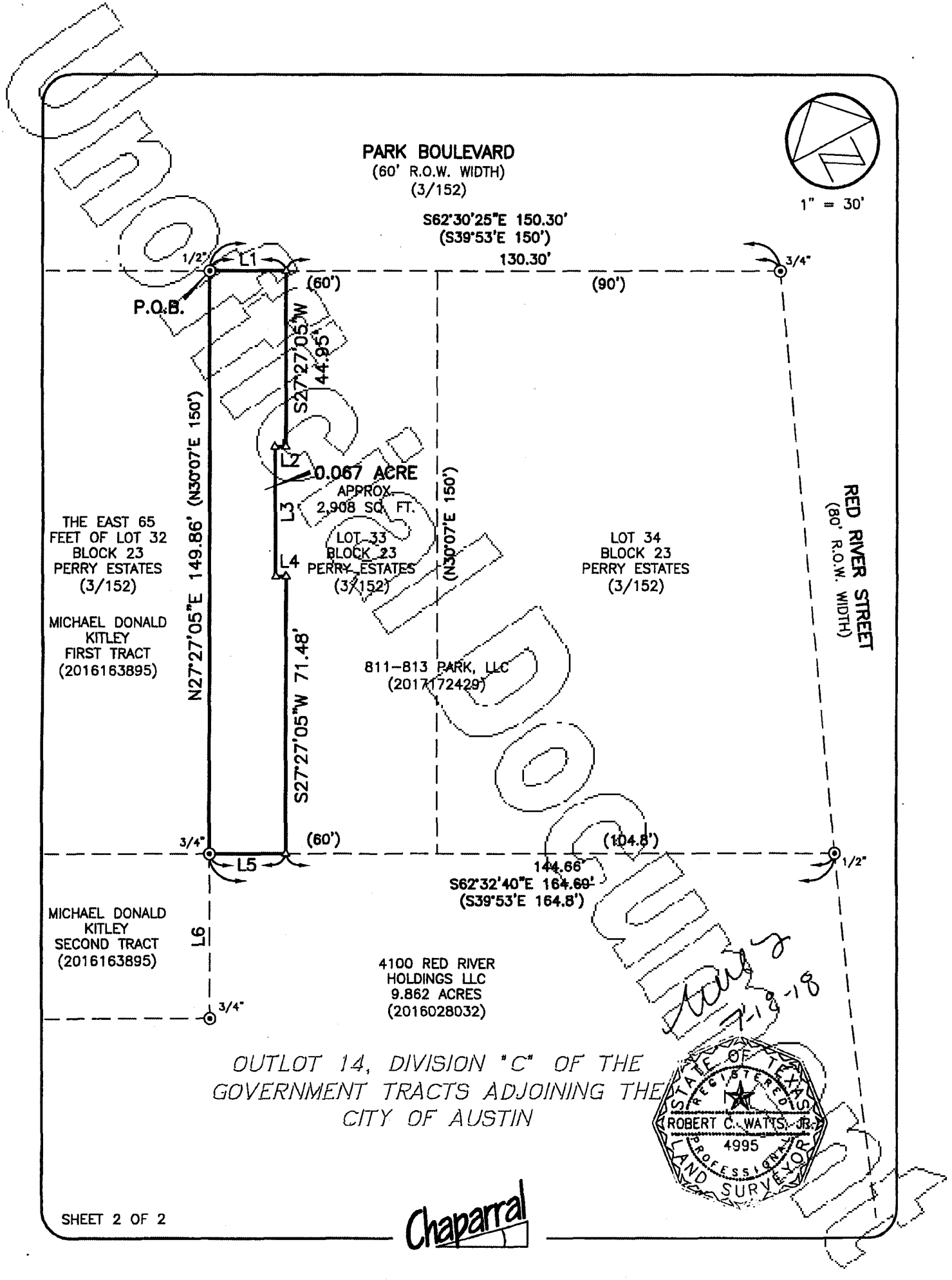
DATE OF SURVEY: 06/01/17
PLOT DATE: 7/18/18
DRAWING NO.: 793-001-AE
PROJECT NO.: 793-001
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JPA/EBD/MLT
SHEET 1 OF 2

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 793-001-AE

UNOFFICIAL DOCUMENT


PARK BOULEVARD
(60' R.O.W. WIDTH)
(3/152)
S62°30'25"E 150.30'
(S39°53'E 150')
130.30'
1" = 30'
1/2"
L1
(60')
(90')
3/4"
P.O.B.
S27°27'05"W 44.95'
L2
0.067 ACRE
APPROX.
2,908 SQ. FT.
L3
L4
N27°27'05"E 149.86' (N30°07'E 150')
(N30°07'E 150')
THE EAST 65 FEET OF LOT 32 BLOCK 23 PERRY ESTATES (3/152)
LOT 33 BLOCK 23 PERRY ESTATES (3/152)
LOT 34 BLOCK 23 PERRY ESTATES (3/152)
RED RIVER STREET
(80' R.O.W. WIDTH)
MICHAEL DONALD KITLEY FIRST TRACT (2016163895)
811-813 PARK, LLC
(2017172429)
S27°27'05"W 71.48'
3/4"
(60')
L5
(104.8')
144.66'
S62°32'40"E 164.69'
(S39°53'E 164.8')
1/2"
MICHAEL DONALD KITLEY SECOND TRACT (2016163895)
L6
4100 RED RIVER HOLDINGS LLC
9.862 ACRES
(2016028032)
3/4"
OUTLOT 14, DIVISION "C" OF THE GOVERNMENT TRACTS ADJOINING THE CITY OF AUSTIN
7-19-18
STATE OF TEXAS
REGISTERED
ROBERT C. WATTS, JR.
4995
PROFESSIONAL
LAND SURVEYOR
SHEET 2 OF 2
Chaparral

AFTER RECORDING, RETURN TO:
City of Austin - Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Melody Giambruno
Blanket Electric Utility Easement
Legal Review 06/15/07

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Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 14, 2018 10:55 AM 2018129060
WILSONJ7 $58.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

WB
City Reviewer Initials

Current Photographs

All photos by O'Connell Architecture staff, March 2020 – August 2021

Photo 0001
Main House - North elevation
Camera facing southwest



Photo 0002
Main House - South elevation
Camera facing north



Photo 0003
Main House - West elevation
Camera facing east



Photo 0004
Main House - West elevation
Camera facing east



Photo 0005
Garage - North elevation
Camera facing south



Photo 0006
Garage - South elevation
Camera facing north



Photo 0007
Garage - East elevation
Camera facing west



Photo 0008
Garage - West elevation
Camera facing east



Photo 0009
Main House – Interior foyer and staircase
Camera facing southwest



Photo 10
Main House – Second floor landing and railing
Camera facing northeast



Photo 11
Main House – Interior doors with tudor arches
Camera facing northwest



Photo 12
Main House – Front Door and Screen
Camera facing east



Photo 13
Main House – Living Room Fireplace
Camera facing east



Photo 14
Main House – Dining Room
Camera facing north



Photo 0015
Main House and Garage
Camera facing southeast



Photo 16
Rock Entrances at west end of Perry Estates Addition between Barrow Street and Waller Creek Bridge
Camera facing west



Photo 17-18
Rock Entrances at west end of Perry Estates Addition between Barrow Street and Waller Creek Bridge
Camera facing southwest and northwest respectively





Photos 19
Rock Entrances at east end of Perry Estates Addition at the corner of Park Blvd. and Red River Street
Camera facing southwest



Photos 20
Rock Entrances at east end of Perry Estates Addition at the corner of Park Blvd. and Red River Street
Camera facing northwest



Photos 21
Rock Entrances at east end of Perry Estates Addition at the corner of Park Blvd. and Red River Street
Camera facing northeast

