

Bueckert, Christopher

From: Tyler Grooms <tgrooms@manifoldre.com>
Sent: Sunday, December 15, 2024 3:37 PM
To: Bueckert, Christopher
Cc: Stefanie and Stephen Griffith; rsuttle@abaustin.com; Amanda Hendrix; amorrow@abaustin.com; Mila Santana
Subject: Sayers Street Vacation - (2024-128390 LM) at 1114 West 5th Street

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External Email - Exercise Caution

Christopher,

I'm writing to request that the vacation of Sayer's Street be removed from the agenda for Planning Commission on Tuesday.

We were surprised to learn about this process only through the notification process to go to planning commission. Our understanding is that according to §311.008 Transportation Code, the city may vacate, abandon, or close a street by ordinance **if a petition signed by all owners of real property abutting the street is submitted to the governing body**. We are unaware of this petition and the owners have never signed such a petition. Per the included backup for Planning Commission, the owner's property clearly abuts and takes access to Sayers Street (both Lot 19 and 18 abut Sayers Street).

The owners of the property are copied on this email as well (Stefanie and Stephen Griffith of Griffith Properties) who object to the vacation of Sayers Street. Currently their tenants at 503 and 505 Walsh Street (tenants of their family's partnership Walsh Street Venture 2, LLC) make regular use of Sayers Street. Marc Fray (the tenant at 503 and 505 Walsh Street) depends (and has depended for a decade) on Sayers Street to have furniture delivered to his business. Sayers Street is the only access point to this property for large trucks as access via Walsh Street is too steep and narrow for trucks.

It is important to note that Sayers Street is so crucial to Mr. Fray's business that the Griffiths are in breach of contract if Sayers is vacated and Mr. Fray loses access to his business (see section 4 in below attachment).

Therefore, as directly adjoining property owners having small local business tenants whose existence has depended for decades on Sayers Street, the Griffith's object fully and strongly to vacating Sayers Street.

Finally, we are working on developing the Griffith's property. Our plans submitted to the city (SP-2024-0428) demonstrate the continued and necessary use of Sayers Street for fire access, utility access, vehicular access and loading access as a vital part of the development plan.

EXHIBIT C
SPECIAL PROVISIONS ADDENDUM TO
COMMERCIAL LEASE
BETWEEN
Stefanie Griffith and Stephen Griffith ("Landlord")
AND
Fray Partners, Ltd. ("Tenant")

This is a Special Provisions Addendum ("Addendum") to that certain Commercial Lease by and between Landlord and Tenant regarding two (2) metal buildings, an efficiency apartment and garage located at 503 and 505 Walsh Street, Austin, TX 78703 ("Premises"). The "Lease" includes and shall refer to the Texas Realtors promulgated base commercial lease form (TXR-2101) dated July 8, 2022 containing eighteen (18) pages (the "Base Form"), Exhibit A and Exhibit B attached to the Base Form, and this Addendum. This Addendum is incorporated into and is made a part of the Lease for all purposes. If a provision of this Addendum conflicts with a provision of the Base Form, the provision in the Addendum controls.

1. Tenant will pay to the Landlord the Base Rent of \$1.00 per year. The Base Rent for the 30 month term of the lease, in the amount of \$2.50, is due upon execution of this Lease by Landlord and Tenant.
2. Tenant will not be responsible for the payment of any Additional Rent under Paragraph 4.B of the Base Form.
3. Tenant will be allowed the use of the Parking Areas designated on Exhibit B attached to the Base Form.
4. Tenant may require that all vehicles be removed from the parking spaces marked as "Unloading Area" on **Exhibit B** attached to the Base Form up to 4 times each calendar year to allow Tenant to unload furniture deliveries into the larger of the 2 metal buildings. Tenant must give Landlord at least three weeks prior notice of the upcoming delivery window (the delivery window being no more than two weeks in length). Tenant will notify Landlord of the actual delivery date and time within the delivery window no later than 48 hours prior to the actual delivery time. The unloading of each delivery will take no more than 4 hours. The delivery truck may enter and leave the Property through the gate at the end of Sayers Street and may park in the drive lane beside the Unloading Area while unloading.
5. Tenant may terminate the Lease in Tenant's sole and absolute discretion: (i) at any time upon 30 days' written notice to Landlord, or (ii) in the event the leased premises are damaged to the extent the leased premises are unusable, effective the date the damage

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Landlord's Initials

Tenant's Initials

Tyler Grooms | Principal | Manifold Real Estate
(619) 818-0151 | tgrooms@manifoldre.com
1608 W 5th Street, Suite 230, Austin, TX 78703 | www.manifoldre.com

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