

# Late Backup

## Memorandum of Agreement

between Justin Henry, Principal, FNA Land & Development Consultants, LLC  
7457 Airport Freeway, Ft Worth, TX 76118 ("the developer")

and

Chestnut Addition Neighborhood Association and Chestnut Neighborhood Plan Contact  
Team (together referred to henceforth as "the neighborhood")

Re: Case Number C14-2011-0024: Request for change in zoning for a portion of the  
property at 1709 Miriam Avenue, Austin, Texas, 78702 from commercial mixed  
use to live-work-flex.

In consideration of mutual promises and conditions regarding the above-referenced zoning case,  
the parties agree as follows:

- 1) Upon closing of the land purchase contract, this agreement will be assigned to the developer's contractor, who will be the owner-operator of the facility and become known as the developer hereinafter in the agreement.
- 2) The developer will work to develop and implement a plan to direct future employees of the proposed skilled-nursing facility and visitors to the facility to use Alexander Street to enter and exit the property from MLK, Jr. Blvd. and to avoid using Miriam Street.
- 3) The developer agrees to allow Freehaven Development, Inc., to share with the neighborhood the schematics designs, construction documents, and design documents for the skilled-nursing facility and to take into consideration the neighborhood's preferences regarding the nonprescribed elements of the design.
- 4) The developer will cooperate with the neighborhood to develop and implement a plan for recruiting and hiring employees for the nursing facility that targets residents of the Chestnut neighborhood as much as is legally allowable. The developer will cooperate with the neighborhood when initial hiring takes place and will continue to cooperate with the neighborhood as jobs continue to become available. The developer will assume reasonable costs (not to exceed \$3,000 initially) to execute this plan.
- 5) Upon the full execution of this agreement, the neighborhood will deliver a copy of the agreement to Joi Harden, City of Austin case manager for this case, to serve as written notice that the neighborhood supports the the zoning change request.
- 6) To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (a) the signature pages taken from separate individually executed counterparts of this instrument may be combined

to form multiple fully executed counterparts; and (b) a facsimile signature or a signature sent by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

This agreement takes effect on the effective date of the requested zoning change.

THE NEIGHBORHOOD

FNA LAND & DEVELOPMENT  
CONSULTANTS, LLC

By *Sarah Searcy*

By *Justin Henry*

Printed name: Sarah Searcy

Printed name: Justin Henry

Title: Chair, Chestnut Neighborhood  
Plan Contact Team

Title: Principal

By \_\_\_\_\_

Printed name

Title