

October 24, 2016

Dear Austin Planning Commission:

We are writing to voice some concerns about a proposed structure on the 2724 E 12<sup>th</sup> Street parcel of land. It is currently zoned TOD-NP-CO and a site plan application has been submitted for a 5-story building.

In January of 2016, neighbors of the bordering property, 2709 East 13<sup>th</sup> Street, signed a document to grant Easement Access to residents of the proposed structure in the event of fire and flooding (See Attachment A). In exchange for signing the document, neighbors were promised \$1,666.00 in compensation from the developer. The caveat was that the incentive would only be paid if 100% of the neighbors signed said document. So, many neighbors signed under pressure-to avoid being the only individual(s) preventing consenting neighbors from receiving compensation. The developer stated that if he did not get 100% compliance, he would instead get approval for easement access from owners of the land across the retention pond.

In addition, during this time period, the developer of the property gave the impression that all neighbors fully supported the proposed structure, but as we began communicating, we found that this was not, in fact, the case. Many of us have concerns about the proposed structure, including, but not limited to:

**Flooding**-a portion of the proposed structure is in a hundred-year flood plain. Though there have been assurances by the developer that this will not be an issue, the recent heavy rains have left that parcel of land under feet of running water multiple times in just the last year. Additionally, these rains have flooded Units E and F, a situation that would be worsened by such a large amount of additional impervious coverage as is proposed for the neighboring lot.

**Parking**-the proposed number of parking spaces for the building is roughly equivalent to the number of units. Unless every unit is occupied by a single individual, there will be a need for overflow parking. Because parking is not allowed on that part of East 12<sup>th</sup> Street, there are concerns about how the parking shortage will manifest in the neighborhood.

**Historical Significance**- this property was not initially zoned for 5-stories and a condo. It was single family zoning - regular 2/3 story houses. But the city and neighborhood supported re-zoning after the initial developer made three promises at city hall:

- 40% affordability
- Walkability via the property from 12th to retention pond so folks can walk to MLK station south of 12th.
- Memorial to Emancipation Park

However, the current iteration of the proposed project is:

- 10% affordability
- no walkability via 12th.
- a memorial plaque

While we do understand, and encourage the need to, develop on that parcel of land, we urge the Planning Commission to take these concerns into account and help us work with the developer to build a structure that will honor past promises and plan accordingly for the environmental impact upon the neighborhood in which we live.

Thanks for your time,

Afrand Razian  
2709 E. 13<sup>th</sup> Street, Unit F

Jennifer Hollars  
270 East 13<sup>th</sup> Street, Unit B

Catherine Mas  
2709 East 13<sup>th</sup> Street, Unit A

**PEDESTRIAN EMERGENCY ACCESS EASEMENT**

Date: \_\_\_\_\_, 2016

**GRANTORS:**

Grantor 1: Afrand Razian

Grantor 1's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit F  
Austin, Texas 78702

Grantor 2: Michael Streiter

Grantor 2's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit D  
Austin, Texas 78702

Grantor 3: Paul Pita

Grantor 3's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit C  
Austin, Texas 78702

Grantor 4: Jennifer Hollers

Grantor 4's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit 1  
Austin, Texas 78702

Grantor 5: Mike Bickford and Schaeffer Hill

Grantor 5's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit E  
Austin, Texas 78702

Grantor 6: Catherine Mas

Grantor 6's Mailing Address: 2709 E. 13<sup>th</sup> Street, Unit 2a  
Austin, Texas 78702

**GRANTEE:**

Grantee: San Antonio Dream Homes, LLC, a Texas limited liability Company

Grantee's Mailing Address: 701 Brazos Street, Suite 1620  
Austin, Texas 78701

### RECITALS

Grantee intends to develop the property located at 2724 East 12<sup>th</sup> Street, Austin, Texas 78702 (the "Grantee's Property"); and

Grantors currently have a 3,192 sq. ft. joint use access easement which is recorded in Document Number 2012000714 in the Public Records of Travis County, and is further depicted in the hashed area as shown on Exhibit A ("Existing Easement Area");

Grantors agree to grant Grantee a four (4') foot wide pedestrian emergency access easement ("Pedestrian Emergency Access Easement") from Grantee's Property through the Existing Easement Area in order for pedestrians, in times of emergency, to access the public right-of-way on E. 13<sup>th</sup> Street;

NOW THEREFORE, Grantor grants Grantee a Pedestrian Emergency Access Easement as follows:

1. As more particularly described and/or depicted on Exhibit B attached hereto:
  - i. Grantee shall have the right to use four (4') feet of width of the Existing Easement Area (as notated in white in Exhibit B) for a Pedestrian Emergency Access Easement.
  - ii. Grantee shall maintain the Existing Easement Area in the same or substantially similar condition as the Existing Easement Area exists as of the date this Pedestrian Emergency Access Easement is signed.
2. Upon execution of this Amendment, Grantee will pay each of the six (6) Grantor's a one-time fee of One-Thousand-Six-Hundred-Sixty-Six dollars and Sixty-Six cents (\$1,666.66)
3. This Pedestrian Emergency Access Easement shall run with the land and be binding upon and shall inure to the benefit of Grantors and Grantee, and their respective successors, assigns, receivers and trustees, and shall be governed by and construed in accordance with the laws of the State of Texas.
4. Grantee shall have the right to assign this Pedestrian Emergency Access Easement to any entity that Grantee controls.
5. This Pedestrian Emergency Access Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. A fully executed original of this Amendment shall be recorded in the office of the recorder of Travis County, Texas.

**[GRANTORS AND GRANTEE SIGNATURE PAGES FOLLOW]**  
**[[SIGNATURE AND ACKNOWLEDGMENT PAGE OF \_\_\_\_\_]]**

EXECUTED to be effective as of the date first set forth above.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_

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Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_

**[[SIGNATURE AND ACKNOWLEDGMENT PAGE OF GRANTEE]]**

EXECUTED to be effective as of the date first set forth above.

San Antonio Dream Homes LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of San Antonio Dream Homes, LLC, a Texas limited liability company, on behalf of such limited liability company.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

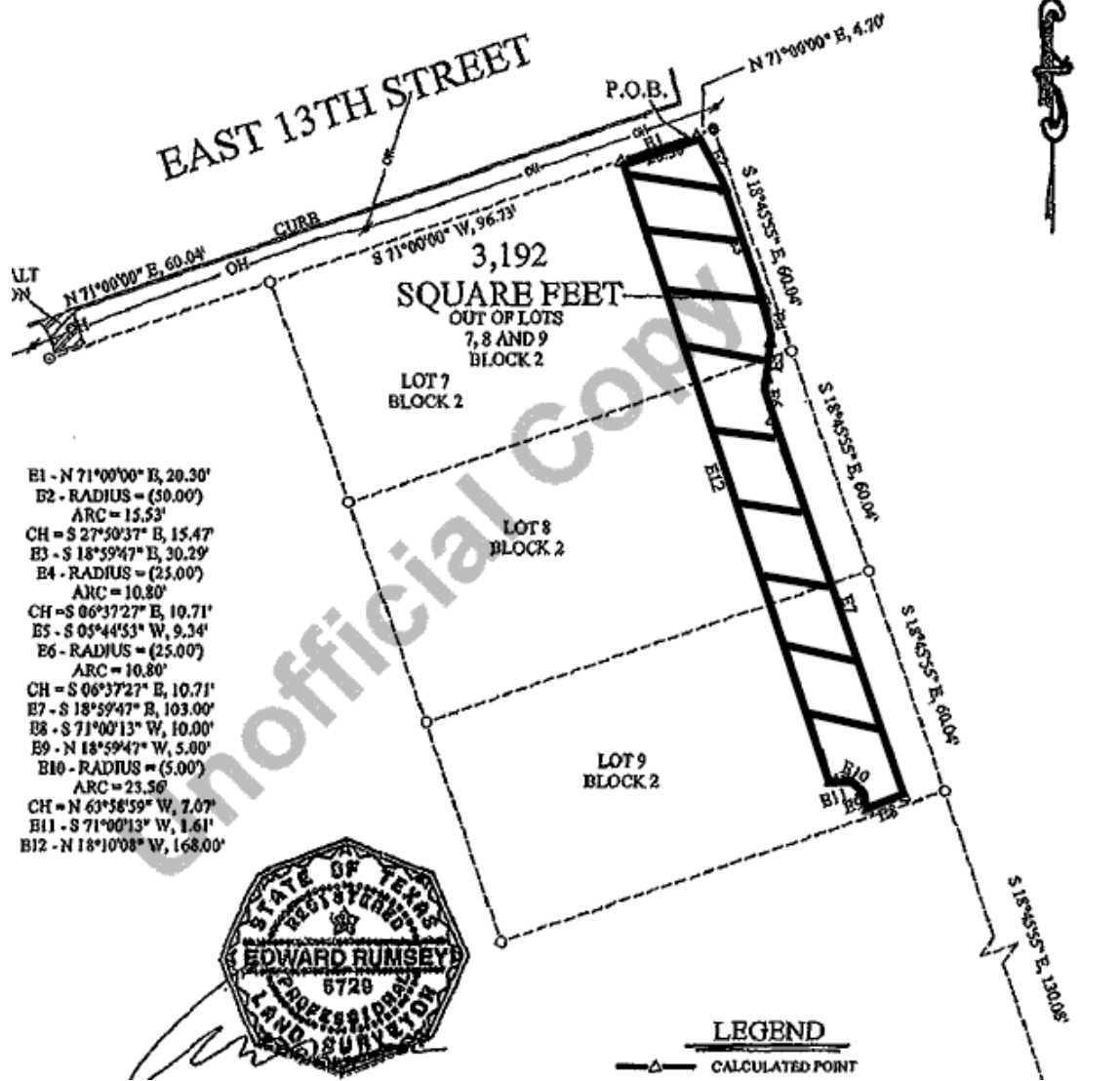
EXHIBIT A

EXHIBIT B

