

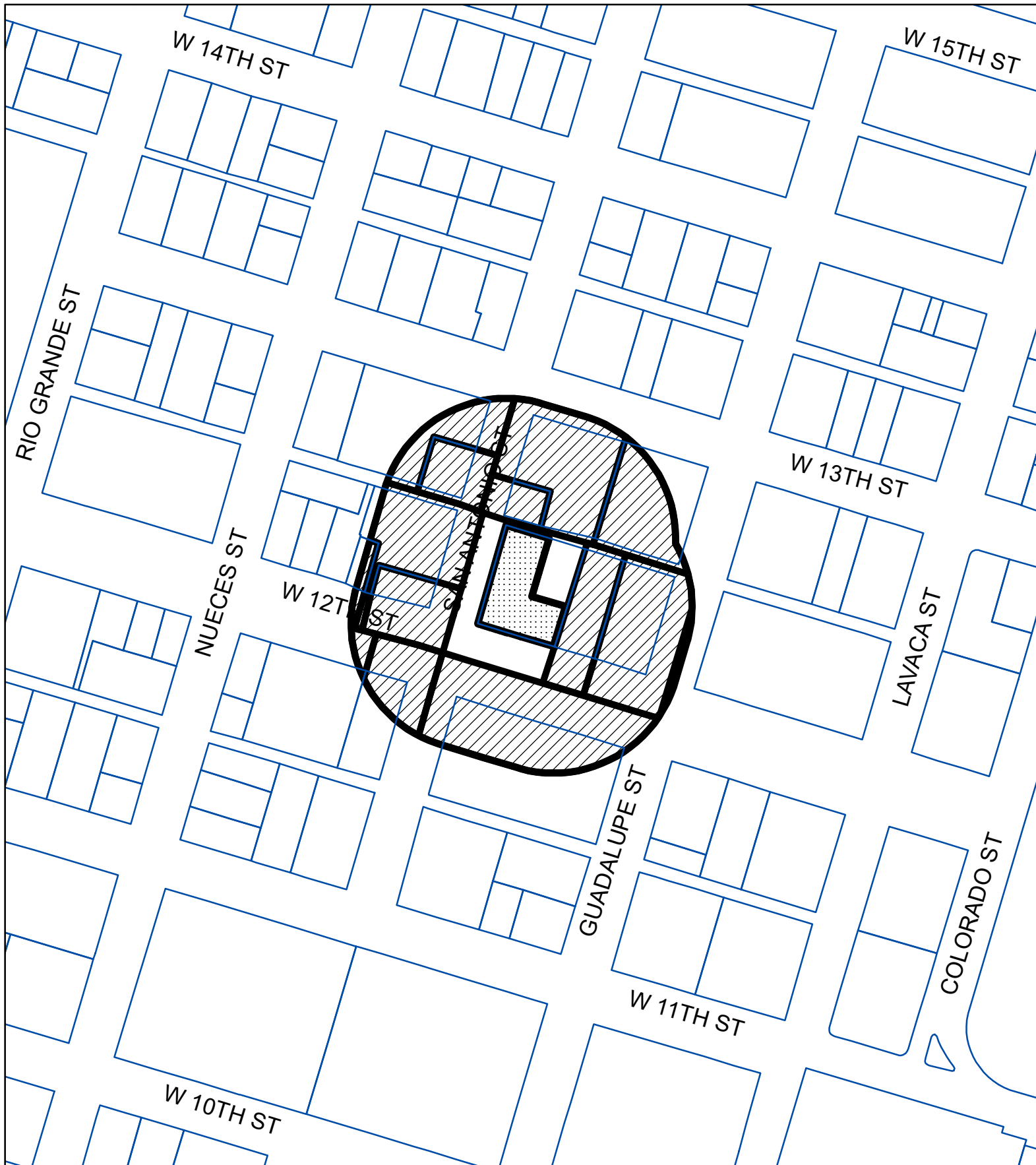
Case Number:  
**C14-2020-0112**

## PETITION

Date: 5/6/2021  
Total Square Footage of Buffer: 234898.1443  
Percentage of Square Footage Owned by Petitioners Within Buffer: 19.32%

Calculation: The total square footage is calculated by taking the sum of the area of all TCAD Parcels with valid signatures including one-half of the adjacent right-of-way that fall within 200 feet of the subject tract. Parcels that do not fall within the 200 foot buffer are not used for calculation. When a parcel intersects the edge of the buffer, only the portion of the parcel that falls within the buffer is used. The area of the buffer does not include the subject tract.

TCAD ID	Address	Owner	Signature	Petition Area	Percent
0208011008	402 W 12 ST 78701	ALLISON BASS & ASSOCIATES LLP	no	15193.95	0.00%
0208010902	1110 GUADALUPE ST 78701	CENTRAL CHRISTIAN CHURCH OF AU	no	42297.54	0.00%
0208011013	1212 GUADALUPE ST 78701	MULTIPLE OWNERS	yes	16996.97	7.24%
0208010510	1200 SAN ANTONIO ST AUSTIN 78701	OROSOLUTIONS LLC	no	14095.80	0.00%
0208011001	1205 SAN ANTONIO ST AUSTIN 78701	POPPER CHARLES D	no	6073.85	0.00%
0208010508	1204 SAN ANTONIO ST 78701	TEXAS ASSOCIATION OF COUNTIES	no	21057.79	0.00%
0208010506	1210 SAN ANTONIO ST	TEXAS ASSOCIATION OF COUNTIES	no	11505.45	0.00%
0208010507	1206 SAN ANTONIO ST 78701	TEXAS ASSOCIATION OF COUNTIES	no	9588.55	0.00%
0208010414	505 W 12 ST 78701	TEXAS DISTRICT & COUNTY	no	1742.88	0.00%
0208011012	411 W 13 ST 78701	TRAVIS COUNTY TRUSTEE	no	29067.45	0.00%
0208011007	1200 GUADALUPE ST 78701	WHITE SWAN INVESTMENTS LLC	yes	28382.25	12.08%
0208010412	501 W 12 ST 78701	WOOLLETT FAMILY LIMITED PARTNERSHIP NO 1	no	12240.77	0.00%
0208010511	502 W 12 ST 78701	WRIGHT ROBERT STANLEY	no	1881.98	0.00%
<b>Total</b>				<b>210125.24</b>	<b>19.32%</b>



N



BUFFER

PROPERTY\_OWNER

SUBJECT\_TRACT

## PETITION

Case#: C14-2020-0112

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 completeness.



1" = 200'



May 5, 2021

Austin City Council  
c/o City Zoning Staff  
301 W. Second St.  
Austin, Texas 78701

Subject: 416 W. 12th St., City of Austin Case No. C14-2020-0112 ("Rezoning Case")

Dear Austin City Council:

I, on behalf of the Texas Association of Counties, previously protested the Rezoning Case on a valid-petition form dated April 5, 2021 and submitted to the City of Austin. Please accept this letter as my formal withdrawal of the previous objection and do not count my property located at 1206 San Antonio St. as part of the valid petition.

Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Susan M. Redford", written in a cursive style.

Susan M. Redford

Charles Popper  
Law Office of Charles Popper  
1205 San Antonio Street  
Austin, Texas 78701-1833

May 05, 2021

Austin City Council  
c/o City Zoning Staff  
301 W. Second St.  
Austin, Texas 78701

Subject: 416 W. 12th St., City of Austin Case No. C14-2020-0112 ("Rezoning Case")

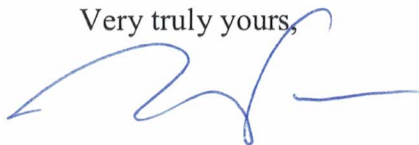
Dear Austin City Council:

I previously protested the Rezoning Case on a valid-petition form dated March 15, 2021 and submitted to the City of Austin. Please accept this letter as my formal withdrawal of the previous objection and do not count my property located at 1205 San Antonio St. as part of the valid petition.

Instead, please note that I have had an opportunity to meet with the applicant of the Rezoning Case and am now supportive of the rezoning, which will provide much needed housing along a future rail line. As the property owner managing my solo law firm immediately across the alley from the Rezoning Case, I hope you will vote to support the applicant's request for DMU zoning without limiting the base district height of 120'.

Thank you.

Very truly yours,



Charles Popper

Dr. Robert S. Wright  
Wright Family Chiropractic  
502 West 12<sup>th</sup> St.  
Austin, Texas 78701

May 5, 2021

Austin City Council  
c/o City Zoning Staff  
301 W. Second St.  
Austin, Texas 78701

Subject: 416 W. 12th St., City of Austin Case No. C14-2020-0112 ("Rezoning Case")

Dear Austin City Council:

I previously protested the Rezoning Case on a valid-petition form dated March 16, 2021 and submitted to the City of Austin. Please accept this letter as my formal withdrawal of the previous objection and do not count my property located at 502 W. 12th St. as part of the valid petition.

Instead, please note that I have had an opportunity to meet with the applicant of the Rezoning Case and am now supportive of the rezoning, which will provide much needed housing along a future rail line. As the property owner with a Chiropractic Practice just down from the Rezoning Case, I hope you will vote to support the applicant's request for DMU zoning without limiting the base district height of 120'.

Thank you.

Very truly yours,

*Dr. Robert S. Wright, D.C.*  
Dr. Robert S. Wright

PETITION

Date: 5 March 2021

File Number: C14-2020-0112

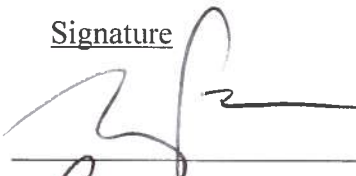
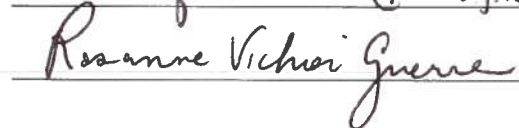
Address of Rezoning Request: 416 W. 12<sup>th</sup> Street

TO: Austin City Council

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development Code (LDC) which would zone the property to any classification other than DMU-CO (Downtown Mixed Use-Conditional Overlay), the Conditional Overlay at a minimum encompassing the entitlement restriction of 60 feet of developmental height.

The requested zoning district of DMU without the developmental height restriction of 60 feet goes against the City Staff's recommendation and the Downtown Austin Plan.

PLEASE USE BLACK INK WHEN SIGNING THE PETITION

<u>Signature</u>	<u>Printed Name</u>	<u>Address</u>
	Charles Popper (Law Office of Charles Popper)	1205 SAN ANTONIO ST AUSTIN, TX 78701
	Rosanne Vichier-Guerre Woollett Partnership	501 W. 12th St Austin, TX 78701

Date: March 15, 2015 Contact: Blake Tollett  
512-541-5913  
3701 Bonnie Road  
Austin, Texas 78703

PETITION

Date: 6<sup>th</sup> March 2021

File Number: C14-2020-0112

Address of Rezoning Request: 416 W. 12<sup>th</sup> Street

TO: Austin City Council

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development Code (LDC) which would zone the property to any classification other than DMU-CO (Downtown Mixed Use-Conditional Overlay), the Conditional Overlay at a minimum encompassing the entitlement restriction of 60 feet of developmental height.

The requested zoning district of DMU without the developmental height restriction of 60 feet goes against the City Staff's recommendation and the Downtown Austin Plan.

PLEASE USE BLACK INK WHEN SIGNING THE PETITION

Signature

Printed Name

Address

Robert S. Wright, D.C., ROBERT S. WRIGHT, D.C., 502 W. 12TH  
AUSTIN, TEXAS, 78701

AB Tollett J. Blake Tollett 601-603 W 12th  
78701

Date: 3/16/2021

Contact: Blake Tollett  
512-541-5913  
3701 Bonnie Road  
Austin, Texas 78703



**PETITION**

Date: March 23<sup>rd</sup>, 2021

File Number: C14-2020-0112


Address of Rezoning Request: 416 W. 12<sup>th</sup> Street

TO: Austin City Council

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development Code (UDC) which would zone the property to any classification other than DMU-CO (Downtown Mixed Use-Conditional Overlay), the Conditional Overlay at a minimum encompassing the entitlement restriction of 60 feet of developmental height.

The requested zoning district of DMU without the developmental height restriction of 60 feet goes against the City Staff's recommendation and the Downtown Austin Plan.

PLEASE USE BLACK INK WHEN SIGNING THE PETITION

<u>Signature</u>	<u>Printed Name</u>	<u>Property Address</u>
	Chinna N. Natesan	1200 Guadalupe St
	Manager of the Company	Austin, TX 78701
	Authorized Signatory	Property ID: 196766
	White Swan Investments LLC	

Date: March 23<sup>rd</sup>, 2021

Contact: Blake Tollett  
512-541-5913  
3701 Bonnie Road  
Austin, Texas 78703



## White Swan Investments, LLC

### Operating Agreement (Regulations)

A. This Operating Agreement of White Swan Investments, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Texas Business Organizations Code. The Certificate of Formation of the Company filed with the Texas Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Texas Business Organizations Code.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means White Swan Investments, LLC, a Texas limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A. "Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust including Defined Benefit Pension Plan and Trust, estate, association, corporation, limited liability company, or

other entity, whether domestic or foreign.

## ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

**2.1 Initial Capital Contributions and Membership Interests.** The Capital Contributions of the Initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

**2.2 Subsequent Contributions.** No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

**2.3 Capital Accounts.** Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

**2.4 Interest.** No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

**2.5 Limited Liability.** A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

## ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

**3.2 Distributions.** The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Managers in accordance with Texas law.

## ARTICLE 4: MANAGEMENT

**4.1 Management.** The business of the Company shall be managed by one or more Managers. The Members initially nominate and elect the person(s) set forth in Exhibit B to serve as Manager(s) of the Company. Managers shall serve at the pleasure of the Members and may be elected or removed by Members holding a majority of the Membership Interests. The number

of Managers may be changed from time to time by Members holding a majority of the Membership Interests. Exhibit B shall be amended from time to time to reflect any changes in Managers. In the event of a dispute between Managers, final determination shall be made by a vote of the majority of the Managers. Any Manager may bind the Company in all matters in the ordinary course of business.

4.2 **Meetings of Managers.** Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference telephone or by any other means permitted under Texas law. In addition, actions may be taken without a meeting if the Managers sign a written consent reflecting the action taken.

4.3 **Banking.** The Managers are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member, Manager or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Manager. The costs of such inspection and copying shall be borne by the Member or Manager.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Managers deems it necessary, the Managers shall keep or cause to be kept the following:

(a) A current list of the full name and last known business or residence address of each Member and Manager, together with the date each Member became a Member, his or her Capital Contribution, the amount and terms of any future Capital Contribution agreed upon by such Member, and the Membership Interest of each Member;

(b) A copy of the articles of organization and any amendments;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and

(d) An original executed copy or counterparts of this agreement and any amendments.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

**5.4 Tax Matters Member.** Chinna N. Natesan shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

## ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

**6.1 Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or Texas law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement, the Articles of Organization or under the Texas Limited Liability Act (where a greater voting requirement may be needed), the vote of the Members holding a majority of the Membership Interests at a meeting of Members at which a quorum is present shall be required to approve or carry an action. A quorum shall consist of Members holding a majority of the Membership Interests.

**6.2 Meetings.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Notice shall be given not less than 10 days nor more than 60 days before the date of any meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting in writing, orally, or by attendance.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Texas law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

**6.3 Greater Voting Requirement.** The affirmative vote, approval, or consent of greater than 51.0% of the Membership Interests is required to:

- (a) change the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers, or vice versa;
- (b) issue any additional Membership Interests in the limited liability company subsequent to the issuance of Membership Interests to the initial Members of the Company;

(c) approve any merger, consolidation, share or interest exchange, or other transaction authorized by or subject to the provisions of Chapter Ten of the Texas Business Organizations Code;

(d) voluntarily cause the dissolution of the Company;

(e) authorize any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in this agreement or articles of organization or that otherwise contravenes this agreement; or

(f) authorize any act that would make it impossible to carry on the ordinary business of the Company.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer.** A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless all of the Members consent to such transfer. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C, or unless such transfer is to an entity that is 100% solely affiliated or controlled by the Member or the immediate family of the Member.

#### ARTICLE 8: DISSOLUTION AND WINDING UP

**8.1 Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution or termination under Chapter 11 of the Texas Business Organizations Code.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the

event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**8.2 No automatic dissolution upon certain events.** Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

**9.2 Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managers, as the case may be, who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

#### ARTICLE 10: GENERAL PROVISIONS

**10.1 Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members. This Agreement may be executed by facsimile, and signature pages may be compiled to create multiple identical counterparts, whether or not all original signatures would otherwise appear on each counterpart, and each counterpart shall be deemed an original for all purposes.

**10.2 Governing Law; Severability.** This agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

**10.3 Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.4 Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

**10.5 No Third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.



IN WITNESS WHEREOF, the parties have executed or caused to }  
Operating Agreement as of the date below.

Dated: May 3<sup>rd</sup>, 2011

N. Chinna Natesan  
CHINNA N. NATESAN  
Plan Administrator  
Chinna N. Natesan Defined Benefit Pension Plan & Trust

MURUGAPPAN NATESAN  
MURUGAPPAN NATESAN  
Plan Administrator  
Murugappan Natesan Defined Benefit Pension Plan and Trust

Seethalakshmi Natesan  
SEETHALAKSHMI NATESAN  
Plan Administrator  
Seethalakshmi Natesan Defined Benefit Pension Plan & Trust

Geetha T. Echambadi  
GEETHA T. ECHAMBADI  
Plan Administrator  
Geetha T. Echambadi Defined Benefit Pension Plan & Trust

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**EXHIBIT B**

**MANAGERS**

The following person(s) are elected as Manager(s) of the Company:

CHINNA N. NATESAN

EXHIBIT C

**NEW MEMBER'S CONSENT**

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of White Swan Investments, LLC as if the undersigned was a signatory thereof.

\_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801419557 05/02/2011  
Document #: 366337580002  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**White Swan Investments, LLC**

**Article 2 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

**OR**

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Manimegalai Gandhi**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**8701 Corran Ferry Drive Austin TX 78749**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

**OR**

☒ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

☒ A. The limited liability company is to be managed by managers.

**OR**

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Manager 1: **Chinna N. Natesan**

Title: **Manager**

Address: **P.O. Box 161984 Austin TX, USA 78716-1984**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Chinna N. Natesan      P.O. Box 161984, Austin, TX 78716-1984**

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

**OR**

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**N. Chinna Natesan**

Signature of Organizer

**FILING OFFICE COPY**

PETITION

Date: March 2021

File Number: C14-2020-0112

Address of Rezoning Request: 416 W. 12<sup>th</sup> Street

TO: Austin City Council

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development Code (LDC) which would zone the property to any classification other than DMU-CO (Downtown Mixed Use-Conditional Overlay), the Conditional Overlay at a minimum encompassing the entitlement restriction of 60 feet of developmental height.

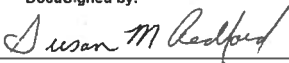
The requested zoning district of DMU without the developmental height restriction of 60 feet goes against the City Staff's recommendation and the Downtown Austin Plan.

PLEASE USE BLACK INK WHEN SIGNING THE PETITION

Signature

Printed Name

Address

DocuSigned by:  
  
FC7CDB441BCA46B...

Susan Redford

1206 San Antonio St. Austin Tx, 78701

Date: 03/24/2021 | 5:29 PM CDT

Contact: Blake Tollett  
512-541-5913  
3701 Bonnie Road  
Austin, Texas 78703

I, Hon. Jackie Miller, Jr. {name}, the undersigned **Secretary** of the Texas Association of Counties Risk Management Pool "TACRMP", hereby certify that:

TACRMP is a risk pool duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the November 13, 2020 Board meeting. TACRMP's Board of Directors adopted the Resolution, which is contained in TACRMP's minute book, at a duly authorized board meeting. A quorum of TACRMP's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with TACRMP's bylaws and administration agreement between TACRMP and the Texas Association of Counties. This Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

**Resolved**, that Susan Redford, Executive Director of the Texas Association of Counties, be and hereby is empowered to sign any and all documents, to take such steps, and to do such other acts and things, on behalf of TACRMP, as in her judgment may be necessary, appropriate or desirable in connection with any License Agreement entered into with the City of Austin affecting the real property described as:

Lots 3 and 4, Block 151 Original City of Austin

A subdivision of Travis County, Texas, according to the map or plat of record in Volume 9236, Page 559, of the Plat Records of Travis County, Texas, "Property".

**Resolved**, that all transactions with the City of Austin involving a License Agreement affecting the Property by any of the officers or representatives of TACRMP, in its name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

Signed and sealed on 12/01/2020 | 12:14 PM CST, 20

{Seal}

DocuSigned by:

Hon. Jackie Miller, Jr.

A4FB80A-A357423

Secretary

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Jamie Chandler

Before me, Jamie Chandler (name) the undersigned Notary Public of the State of Texas, on this day personally appeared Jackie Miller, Jr., [choose one] known to me or proved to me through (TDL#), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of December, A.D. 2020.

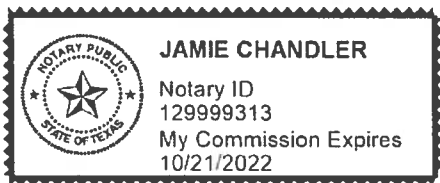
[SEAL]

DocuSigned by:

Jamie Chandler

00E92E6587B2138

Notary Public, State of Texas





**PETITION**

Date: March 2021

File Number: C14-2020-0112

Address of Rezoning Request: 416 W. 12<sup>th</sup> Street

TO: Austin City Council

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development Code (LDC) which would zone the property to any classification other than DMU-CO (Downtown Mixed Use-Conditional Overlay), the Conditional Overlay at a minimum encompassing the entitlement restriction of 60 feet of developmental height.

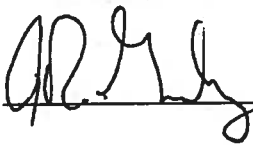
The requested zoning district of DMU without the developmental height restriction of 60 feet goes against the City Staff's recommendation and the Downtown Austin Plan.

PLEASE USE BLACK INK WHEN SIGNING THE PETITION

Signature

Printed Name

Address



Robert Gonzalez  
Penthouse HOA President

1212 Guadalupe St #501  
Austin, TX 78701

Date:

Contact: Blake Tollett  
512-541-5913  
3701 Bonnie Road  
Austin, Texas 78703

**Resolution of the Board of Directors of  
PENTHOUSE CONDOMINIUM OWNERS' ASSOCIATION**  
*Regarding opposing 12<sup>th</sup> and San Antonio development*

By signing below the undersigned, as President of the Penthouse Condominium Owners' Association (Association), certifies that the following resolution was approved by all members of the Board of Directors. The board members are:

**Carson Berry  
Stephen Maher  
Kip Kronenberg  
Robert Gonzalez**

It is resolved that the Association objects to the development proposed to be located at the corner of 12<sup>th</sup> Street and San Antonio in Austin, Texas. The Association authorizes its President Robert Gonzales, to act on behalf of the Association in all matters concerning this proposed development, including communication with governmental agents, signing petitions in opposition, or any such action, and hereby ratifies any such past actions so taken by Robert Gonzalez. The Association additionally authorizes its attorney, Niemann & Heyer LLP (any agent acting on behalf of such law office) to act on behalf of the Association in all matters concerning this proposed development, including communication with governmental agents, signing petitions in opposition, and other such acts, and hereby ratifies any past acts so taken by its counsel.

**PENTHOUSE CONDOMINIUM OWNERS' ASSOCIATION**  
Acting by and through its Board of Directors

Signature: \_\_\_\_\_

Printed Name: Robert Gonzalez

Title: President