

**Zoning Public Hearing
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**



**AGENDA ITEM NO.: Z-3
AGENDA DATE: Thu 04/14/2005
PAGE: 1 of 1**

SUBJECT: C14-04-0210 - Buratti – Conduct a public hearing and approve an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 502 West 17th Street and 1700-1704 San Antonio Street from general office (GO) district zoning to downtown mixed use-conditional overlay (DMU-CO) combining district zoning. Zoning and Platting Commission Recommendation: To grant downtown mixed use-conditional overlay (DMU-CO) combining district zoning. Applicant: Buratti Ltd. (Ann Buratti). Agent: Jim Bennett. City Staff: Thomas Bolt, 974-2755

REQUESTING Neighborhood Planning
DEPARTMENT: and Zoning

DIRECTOR'S
AUTHORIZATION: Greg Guernsey

ZONING CHANGE REVIEW SHEET

CASE: C14-04-0210

Z.A.P. DATE: March 1, 2005

March 29, 2005

CITY COUNCIL: April 14, 2005

ADDRESS: 1700-1704 San Antonio St. & 502 W. 17th St.

OWNER/APPLICANT: Buratti Ltd. (Ann L Buratti)

AGENT: Jim Bennett

ZONING FROM: GO

TO: DMU-CO

AREA: .364 acre/15,872 sq. ft

SUMMARY STAFF RECOMMENDATION:

To approve rezoning from General Office district zoning (GO) to Downtown Mixed Use district zoning –Conditional Overlay (DMU-CO) The Conditional Overlay would place a trip limit of 2000 vehicles per day.

ZONING AND PLATTING COMMISSION RECOMMENDATION:

APPROVED STAFF'S RECOMMENDATION FOR DMU-CO ZONING.

[K.J; J.M 2ND] (8-1) B.B – NAY

DEPARTMENT COMMENTS:

The site is currently developed with a single-family structure, in addition to multifamily and retail occupancies. Downtown Mixed Use district zoning would bring the site and current development into a conforming status. Single Family, Multi-family, and retail occupancies are not permitted uses listed in the General Office district category. There are no plans to redevelop the property at this time.

The 5 Rivers Neighborhood Association has given its support for the rezoning in return for a private restrictive covenant addressing the applicants' willingness to make certain streetscape improvements upon redevelopment of the subject property. A copy of the restrictive covenant is attached for your information.

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	GO	Single Family, Multi-family and Retail
<i>North</i>	GO	Apartments & Offices
<i>South</i>	GO & CS-1	Restaurant & Offices
<i>East</i>	DMU	Office Building & Apartments
<i>West</i>	GO & DMU	Offices

AREA STUDY: N/A

TIA: N/A (Trip Limit)

WATERSHED: Shoal Creek

DESIRED DEVELOPMENT ZONE: Yes

CAPITOL VIEW CORRIDOR: N/A

HILL COUNTRY ROADWAY: N/A

NEIGHBORHOOD ORGANIZATIONS:

142 Five Rivers Neighborhood Association
159 North Capitol Area Neighborhood Association
402 Downtown Austin Neighborhood Association (DANA)
438 Downtown Austin Alliance
511 Austin Neighborhoods Council
623 City of Austin Downtown Commission
698 West Campus Neighborhood Association

SCHOOLS:

Pease Elementary School

CASE HISTORIES:

NUMBER	REQUEST	PLANNING COMMISSION	CITY COUNCIL
C14-96-0028	GO To DMU	Recommended DMU-CURE 3/26/96	Approved DMU-CO 4/25/97

RELATED CASES: N/A

ABUTTING STREETS:

NAME	ROW	PAVEMENT	CLASSIFICATION
W. 17 th Street	65'	30'	Collector
San Antonio Street	80'	36'	Collector

CITY COUNCIL DATE: April 14, 2005

ACTION:

ORDINANCE READINGS: 1st

2nd

3rd

ORDINANCE NUMBER:

CASE MANAGER: Thomas Bolt
Thomas.bolt@ci.austin.tx.us

PHONE: 974-2755



UNIVERSITY OF TEXAS CAMPUS
UNZ

UNZ

UNIVERSITY OF TEXAS CAMPUS
UNZ

MF-4

CITY GRID
REFERENCE
NUMBER
J23

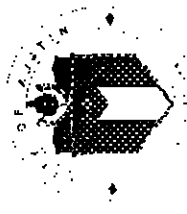
SUBJECT TRACT
PENDING CASE
ZONING BOUNDARY
CASE MGR: T. BOLT

CASE #: C14-04-0210
ADDRESS: SAN ANTONIO ST & W 17TH
SUBJECT AREA (acres): 0.364

ZONING

DATE: 06-02
INTLS: SM





City of Austin

C14-04-0210

502 W.17th St. &
1700-1704 San Antonio St.

REQUEST:
FROM GO TO DMU-CO

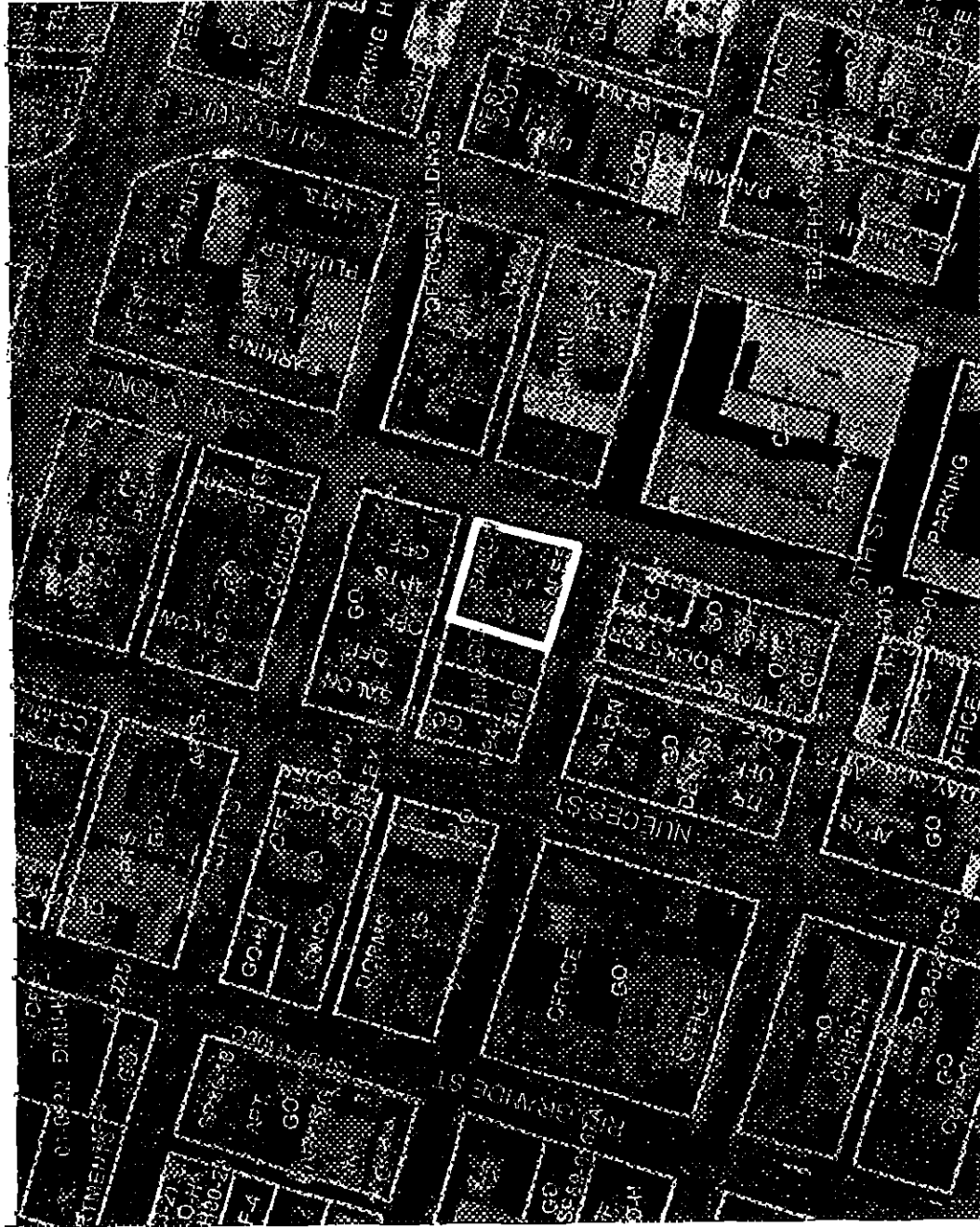
OWNER:
BURATTI LTD, (ANN BURATTI)

AGENT:
JIM BENNETT

- Zoning
- Subdivision
- Base
- Center Line



This map has been produced by the City of Austin as a working staff map and is not warranted for any other use. No warranty is made by the City regarding its accuracy or completeness. Any action taken or omitted without prior written permission from the City of Austin.



STAFF RECOMMENDATION:

To approve rezoning from General Office district zoning (GO) to Downtown Mixed Use district zoning –Conditional Overlay (DMU-CO) The Conditional Overlay would a trip limit of 2000 vehicles per day.

BACKGROUND

BASIS FOR RECOMMENDATION

The proposed zoning should be consistent with the purpose statement of the district sought.

Downtown Mixed Use (DMU) district is the designation for a use located on the periphery of an area that has a CBD designation. A DMU district designation may be applied to a development that includes any combination of office retail, commercial and residential uses and that is compatible with the downtown area. A DMU district use with an intermediate density may be used as a transition between the downtown area and surrounding districts. A DMU district is suitable for an area to which the central business district may expand.

Zoning should not constitute a grant of special privilege to an individual owner; Granting of the request should result in an equal treatment of similarly situated properties.

The property located south east of the subject tract is zoned CBD. Directly east is zoned DMU. There is also a parcel to the west of the subject property zoned DMU. DMU would make the existing uses conforming. The developed occupancies on this property are not listed as permitted uses within the GO district category.

Zoning changes should promote compatibility with adjacent and nearby uses.

Directly east (across San Antonio St.) there is DMU and CBD zoning districts. To the west is GO, DMU and CS district designations. To the south is a CS-1 District. The proposed DMU district would allow for a broader list of permitted uses than the specific designations such as CS or GO.

EXISTING CONDITIONS

Site Characteristics

The site is currently developed with a single-family residence, apartments and some retail establishments and parking areas.

Impervious Cover

Impervious cover is not limited in this watershed class; therefore the zoning district impervious cover limits will apply.

This site is required to provide on-site structural water quality controls (or payment in lieu of) for all development and/or redevelopment when 5,000 s.f. cumulative is exceeded, and detention for the two-year storm. At this time, no information has been provided as to whether this property has any pre-existing approvals that would preempt current water quality or Code requirements.

According to flood plain maps, there is no flood plain within the project area.

At this time, site-specific information is unavailable regarding existing trees and other vegetation, areas of steep slope, or other environmental features such as bluffs, springs, canyon rimrock, caves, sinkholes, and wetlands.

Standard landscaping and tree protection will be required in accordance with LDC 25-2 and 25-8 for all development and/or redevelopment.

Note: The most restrictive impervious cover limit applies.

Environmental

The site is not located over the Edwards Aquifer Recharge Zone. The site is located in the Shoal Creek Watershed of the Colorado River Basin, which is classified as an Urban Watershed by Chapter 25-8 of the City's Land Development Code. It is in the Desired Development Zone

Transportation

No additional right-of-way is needed at this time.

The trip generation under the requested zoning is estimated to be 5,840 trips per day, assuming that the site develops to the maximum intensity allowed under the zoning classification (without consideration of setbacks, environmental constraints, or other site characteristics).

A traffic impact analysis was waived for this case because the applicant agreed to limit the intensity and uses for this development. If the zoning is granted, development should be limited through a conditional overlay to less than 2,000 vehicle trips per day. [LDC, 25-6-117]

Capital Metro bus service is available along Nueces St. and Guadalupe St. within ¼ mile of the site.

There are existing sidewalks along 17th Street.

Right of Way

The scope of this review is limited to the identification of needs for dedication and/or reservation of right-of-way for funded Capital Improvement Program (C.I.P.) Roadway Construction Projects and Transportation Systems Management (T.S.M.) Projects planned for implementation by the City of Austin. No aspect of the proposed project is being considered or approved with this review other than the need for right-of-way for City projects. There are separate right-of-way dedication and reservation requirements enforced by other Departments and other jurisdictions to secure right-of-way for roadway improvements contained in the Austin Metropolitan Area Roadway Plan, roadway projects funded by County and State agencies, and for dedication in accordance with the functional classification of the roadway.

We have reviewed the proposed subdivision, site plan, or zoning case and anticipate no additional requirement for right-of-way dedication or reservation for funded C.I.P. or T.S.M. projects at this location.

Water and Wastewater

The site is currently served with City water and wastewater utilities. If water or wastewater utility improvements, or offsite main extension, or system upgrades, or utility relocation, or utility adjustment are required, the landowner, at own expense, will be responsible for providing. Also, the utility plan must be reviewed and approved by the Austin Water Utility. The plan must be in accordance with the City utility design criteria. The City must inspect the utility construction. The landowner must pay the associated City fees.

The landowner must pay the tap and impact fee once the landowner makes an application for a City water and wastewater utility tap permit.

Storm water Detention

At the time a final subdivision plat, subdivision construction plans, or site plan is submitted, the developer must demonstrate that the proposed development will not result in additional identifiable flooding of other property. Any increase in storm water runoff will be mitigated through on-site storm water detention ponds, or participation in the City of Austin Regional Storm water Management Program if available.

Compatibility Standards

Compatibility Standards will be triggered for new development if there is single-family zoning or use within 540 feet of the subject property. On a recent site visit there did not appear to be any single family residential uses adjacent to this property.

Written comments must be submitted to the board or commission (or the contact person listed on the notice) before or at a public hearing. Your comments should include the board or commission's name, the scheduled date of the public hearing, and the Case Number and the contact person listed on the notice.

Case Number: C14-04-0210

Contact: Thomas Bolt, (512) 974-2755

Public Hearing:

March 1, 2005 Zoning and Platting Commission

MARSHA Reichel
Your Name (please print)

☐ I am in favor
☒ I object

1700 WHEELS (600 W17th)
Your address(es) affected by this application

Marsha Reichel
Signature

3-10-05
Date

Comments: IT WOULD DETRACT FROM
THE OLD AUSTIN STYLE OF THE
NEIGHBORHOOD AND MAKE IT
MORE URBAN AND BIG-CITY LIKE.
WE HAVE ENOUGH OF THIS
GOING ON WITHOUT IT OVER-
TAKING OUR MORE NEIGHBORHOOD.
IT WOULD HURT THE HOME-STYLE
OF THE NEIGHBORHOOD.

If you use this form to comment, it may be returned to:
City of Austin
Neighborhood Planning and Zoning Department
Thomas Bolt
P. O. Box 1088
Austin, TX 78767-8810

7. **Zoning:** **C814-96-0003 - PIONEER CROSSING**
Location: Samsung Blvd, at Sprinkle Cutoff Rd, Walnut Creek Watershed
Owner/Applicant: Pioneer Development Corp.
Prev. Rescheduled from 3/15/05 to 3/29/05 (staff)
Postponements
Request: **PUD single family 50' wide lots to PUD single family 45" lots**
Staff Rec.: **RECOMMENDED**
Staff: Thomas Bolt, 974-2755, Thomas.bolt@ci.austin.tx.us
 Neighborhood Planning and Zoning Dept.

POSTPONED TO 04/19/05 (NEIGHBORHOOD)

[J.M; J.G 2ND] (9-0)

8. **Zoning:** **C14-04-0210 - Buratti**
Location: San Antonio St & W 17th St, Shoal Creek Watershed
Owner/Applicant: Ann Buratti
Agent: Jim Bennett
Prev. Rescheduled from 3/15/05 to 3/29/05 (staff)
Postponements
Request: **GO to DMU-CO**
Staff Rec.: **RECOMMENDED**
Staff: Thomas Bolt, 974-2755, Thomas.bolt@ci.austin.tx.us
 Neighborhood Planning and Zoning Dept.

APPROVED STAFF'S RECOMMENDATION FOR DMU-CO ZONING.

[K.J; J.M 2ND] (8-1) B.B – NAY

DISCUSSION AND ACTION ON SITE PLAN CASES

9. **Site Plan** **SP-96-0039C(XT2) - North Austin Medical Center II (Austin**
Extension: **Diagnostic Clinic)**
Location: 2311-2511 Park Bend Drive, Walnut Creek Watershed
Owner/Applicant: St. David's Healthcare Partnership (Malcolm Belisle)
Agent: Mintor, Joseph & Thornhill PC (John Joseph)
Prev. Postponed on 02/15/05 to 03/01/05 (by staff); Postponed on 03/01/05
 to 03/15/05 (by applicant); rescheduled from 3/15/05 to 3/29/05 (staff).
Postponement
Request: **Two year extension to phases of an approved site plan**
Staff Rec.: **RECOMMENDED WITH CONDITIONS**
Staff: Sue Welch, 974-3294, sue.welch@ci.austin.tx.us
 Watershed Protection and Development Review

APPROVED STAFF'S RECOMMENDATION; BY CONSENT.

[J.M; J.G 2ND] (9-0)

March 25, 2005

By Hand Delivery

Mr. Greg Guernsey
Neighborhood Planning and Zoning Department
City of Austin
505 Barton Springs Road
Austin, Texas 78704


Re: Zoning case C14-04-0210; Buratti property at San Antonio Street and W.
17th Street

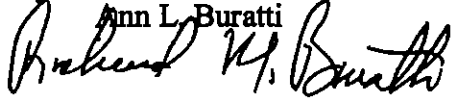
Dear Mr. Guernsey:

This is to let you know that the Applicant in the above zoning case has reached an agreement with the Five Rivers Neighborhood Association. The Association supports the Applicant's request for a zoning change from GO to DMU-CO in return for certain restrictive covenants running with the subject property.


The original "Declaration of Restrictions and Covenants" is enclosed herewith. It has been executed and acknowledged by both the Applicant and the authorized representative of the Association. We would greatly appreciate it if you would hold the enclosed document in your files pending the conclusion of the zoning case. Then please (a) release the document to the Association for recording with the County Clerk if the Applicant's request for DMU-CO zoning is granted final passage by the City Council, or (b) return the document to Applicant if that zoning request is not granted by the City Council or is withdrawn. Thank you for your assistance.

Sincerely,



Ann L. Buratti


Richard M. Buratti, Manager of
Buratti GP, LLC, the General
Partner of Buratti LP, a Texas limited
partnership



Richard G. Haddin, on behalf of Five
Rivers Neighborhood Assn.

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION OF RESTRICTIONS AND COVENANTS AGREEMENT ("Agreement") is entered into this 25 day of March, 2005, by and between Ann L. Buratti and Buratti LP, a Texas limited partnership, acting by and through Richard M. Buratti, as Manager of Buratti GP, LLC, its general partner (herein collectively "OWNER"), and the Five Rivers Neighborhood Association, acting by and through its authorized representative, Richard G. Hardin (herein "FIVE RIVERS"). OWNER and FIVE RIVERS are sometimes jointly referred to herein as "the Parties".

Property:

1700, 1702, and 1704 San Antonio Street and 502 W. 17th Street, in the City of Austin, Travis County, Texas, as more particularly described by the legal descriptions that are attached hereto and made a part hereof as EXHIBIT "A" (collectively "Property").

Recitals:

OWNER desires to obtain certain approvals and modifications to the City of Austin ordinances that govern zoning and uses upon all or part of the Property. OWNER further desires that the FIVE RIVERS join in support of such modifications. FIVE RIVERS agrees to support such modifications and approvals in accordance with the terms, conditions, requirements, and restrictions that are listed herein and agreed hereto by the Parties.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Restrictions and Covenants on the Property:

OWNER does hereby impose the following obligations, requirements, duties, restrictions and covenants upon the Property (collectively "Restrictions and Covenants"). These Restrictions and Covenants shall be filed of record in the Official Public Records of Travis County upon the title to the Property, and may be filed of record by FIVE RIVERS at the proper time as set forth below. Such Restrictions and Covenants shall be binding upon OWNER (the current owner of the Property), and upon all successive owners of the Property including successors, assigns, heirs, executors, and administrators.

Whereas, OWNER desires that the Property obtain a change of zoning by and through the action of a third and final reading and approval from the City Council of Austin, thereby re-zoning the Property from the existing GO – General Office zoning category to a DMU-CO – Downtown Mixed Use – Conditional Overlay zoning category; and,

Whereas, OWNER hereby agrees that under DMU-CO zoning, or any subsequent zoning category more intense than GO, the uses permitted upon the Property (*as such uses are defined in the City Code of the City of Austin in effect as of the date hereof*) shall by this Agreement be further restricted and limited as follows:

1. CONSTRUCTION OF STREETScape IMPROVEMENTS.

In the event that any building improvements exceeding sixty (60) feet in height are constructed on the Property, OWNER at OWNER's sole cost and expense agrees to fully construct sidewalk and right of way improvements in accordance with the designs and specifications set out on the "West 23rd Street Renovation Plan and Overlay District" which is attached hereto and incorporated herein for all purposes as EXHIBIT "B" and hereinafter referred to as the "ROW Plan" as set out

herein. OWNER agrees to construct the ROW Plan along the entire length of the Property along and within the San Antonio Street right of way, and along and within the West 17th Street right of way. To the extent that the right of way width between the existing curb and the boundary line of the Property is less than eleven and one-half feet, the width of the sidewalk improvements may be lessened to include the entire right of way width from back of curb to Property boundary. The ROW Plan shall include construction of all designed elements, including but limited to: sidewalks, street lights, irrigation, tree grates, and trees. OWNER agrees to cause the ROW Plan to be licensed, permitted, and completed within 12 months following the issuance of a certificate of occupancy issued by the City of Austin for building improvements that exceed sixty (60) feet in height upon the Property. Provided, if the City of Austin denies OWNER's application for the license agreement necessary to perform the ROW Plan, despite OWNER's good faith efforts to obtain the same, or if the license agreement granted by the City is later terminated by unilateral action of the City, then the obligations of this Agreement will be of no further force or effect.

2. MAINTENANCE OF ROW IMPROVEMENTS.

Upon completion of the streetscape improvements in accordance with the ROW Plan, OWNER then agrees to provide ongoing water service to the irrigation system, maintain the irrigation system, and maintain and replace trees as may become necessary from time to time.

Agreement of Parties

Default by OWNER. If any person or entity in the control, ownership or operation of the Property shall violate or attempt to violate this Agreement, it shall be lawful for FIVE RIVERS or its successors, to enforce specific performance and full legal compliance with each of the terms and conditions of this Agreement.

Attorneys Fees. Should any suit be brought arising out of this Agreement, including, without limitation, any suit for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs of court, all as actually incurred, including, without limitation, attorneys' fees and costs of court incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of Texas, without giving effect to the conflicts of laws principles thereof.

Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by any party to this Agreement will be deemed to be proper only if such action is commenced in District Court for Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division.

No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type.

Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

Captions Immaterial. The numbering, order, and captions or headings of the Sections of this Agreement are for convenience only and shall not be considered in construing this Agreement.

Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties hereto.

Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon deliver to the party to be notified in person or by courier service or five days after deposit with the United States mail, by registered or certified mail, postage prepaid, if addressed to the Parties and delivered as follows:

If to OWNER, to:

Richard M. Buratti
6617 Argentinia Road
Austin, Texas 78757

If to FIVE RIVERS, to:

Richard G. Hardin
P. O. Box 5628
Austin, TX 78763

No Verbal Agreements: There are no verbal agreements or understandings between the Parties of any sort. The Owner has not relied upon any statements made by Richard G. Hardin, FIVE RIVERS or any person associated with FIVE RIVERS.

Entire Agreement: This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge, or termination is sought.

Agreement Held in Escrow: OWNER and FIVE RIVERS agree to deliver this fully executed original Agreement to Mr. Greg Guernsey of the City of Austin Neighborhood Planning and Zoning Department with written instructions that Mr. Guernsey not release this Agreement for filing by FIVE RIVERS in the Official Public Records of Travis County, Texas, until the City Council of the City of Austin by final vote on third reading of the zoning ordinance affirmatively ratifies DMU-CO on the Property, subject to the terms of this Agreement, and said zoning ordinance becomes effective. Such escrow instructions shall also require Mr. Guernsey to return this Agreement to OWNER if the requested DMU-CO zoning is denied or if the application for such zoning is withdrawn by the OWNER.

Representations and Warranties

Organization and Standing; Qualification: OWNER has the requisite power to own and operate the Property and assets, and to carry on its business as presently conducted.

Power: Each of the persons executing this Agreement on behalf of the OWNER has all requisite legal authority and power to act on behalf of the OWNER and to bind the OWNER, and to execute and deliver this Agreement, and carry out and perform the obligations and acts required under the terms of this Agreement. The person executing this Agreement on behalf of FIVE

RIVERS has all requisite legal authority and power to act on behalf of FIVE RIVERS and to bind FIVE RIVERS.

Authorization: This Agreement, when executed and delivered by each person executing this Agreement as one or more party, shall constitute the valid and binding obligations of each of their respective entities executing this Agreement, and is enforceable in accordance with its terms. Ann L. Buratti and Richard M. Buratti represent to FIVE RIVERS that each has the authority to act to bind the OWNER and the Property. Richard G. Hardin represents to OWNER that he has the authority to act to bind FIVE RIVERS.

No Community Property: The Property is the sole and separate, individually owned property of OWNER, and that no portion of the Property is community property. The OWNER indemnifies FIVE RIVERS against any claims that any portion of the Property is community property.

Consent of Lender: OWNER warrants and represents to FIVE RIVERS that to the extent that any agreements, restrictions, liens, mortgage, or security interests exist upon the Property as of the date of this Agreement, those agreements, restrictions, liens, mortgages, or security interests (hereinafter collectively "Interests") have been fully disclosed to FIVE RIVERS in writing. This Agreement has been delivered to, reviewed and accepted by any and all lenders, lien holders, and secured parties who hold Interests in, of, or upon the Property ("Mortgage Holders"). OWNER warrants and represents to FIVE RIVERS that any such Mortgage Holders have agreed in writing that their Interests are subject to this Agreement.

Review by Counsel: Both Owner and FIVE RIVERS have had their respective attorneys review this Agreement and give to them advice concerning this Agreement and the execution hereof. The Owner has not relied upon Richard G. Hardin, FIVE RIVERS or any person or attorney associated with FIVE RIVERS to provide legal advice about the Agreement.

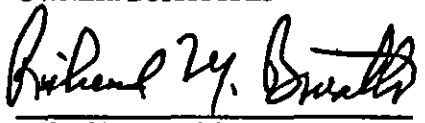
AGREED AND ACCEPTED:

OWNER: ANN L. BURATTI


Ann L. Buratti, Individually


AGREED AND ACCEPTED:

OWNER: BURATTI LP


Richard M. Buratti, Manager,
BURATTI GP, LLC, a Texas limited liability
company, General Partner of BURATTI LP, a
Texas limited partnership

AGREED AND ACCEPTED:

FIVE RIVERS

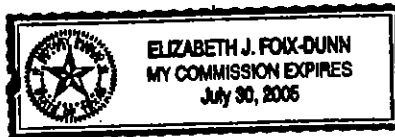

Richard G. Hardin, as authorized
representative of the Five Rivers Neighborhood
Association

[ACKNOWLEDGEMENTS FOLLOW ATTACHED HERETO]

The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on March 28, 2005, by Richard M. Buratti, as Manager of BURATTI GP, LLC, a Texas limited liability company, acting as General Partner of BURATTI LP, a Texas limited partnership, on behalf of said limited partnership, owner of 1700 & 1702 San Antonio Street, Austin, Texas.

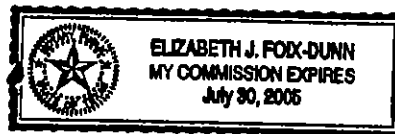
Elizabeth J. Fox-Dunn
NOTARY PUBLIC, STATE OF TEXAS



The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on March 28, 2005, by Ann L. Buratti sole and individual owner of 1704 San Antonio Street, Austin, Texas.

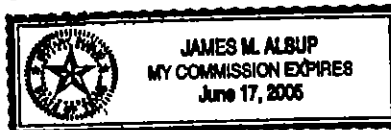
Elizabeth J. Fox-Dunn
NOTARY PUBLIC, STATE OF TEXAS



The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on March - 25, 2005, by Richard G. Hardin, as authorized representative of the Five Rivers Neighborhood Association.

James M. Alsup
NOTARY PUBLIC, STATE OF TEXAS



[EXHIBITS "A" AND "B" FOLLOW ATTACHED HERETO]

FIELD NOTES
FOR

EXHIBIT "A"

PAGE 1 OF 2

15,872 SQUARE FEET OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 4 AND ALL OF LOTS 5 AND 6, OUTLOT 28, DIVISION E OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL 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 ALL OF THOSE TWO TRACTS OF LAND CONVEYED TO BURATTI, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003037811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHESTER C. BURATTI BY INSTRUMENT RECORDED IN VOLUME 3456, PAGE 483 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pin found at the Southeast corner of said Lot 6, being at the intersection of the North r.o.w. line of West 17th Street and the West r.o.w. line of San Antonio Street for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the North r.o.w. line of West 17th Street, being along the South lines of said Lots 4, 5 and 6, N 70°36'00" W for a distance of 124.00 feet to a ½ inch iron pin found in the South line of said Lot 4, for the Southwest corner hereof;

THENCE along the West line of the herein described tract, N 19°00'00" E for a distance of 128.00 feet to a ½ inch iron pin found in the North line of said Lot 4, being in the South line of a 20 foot wide alley for the Northwest corner hereof;

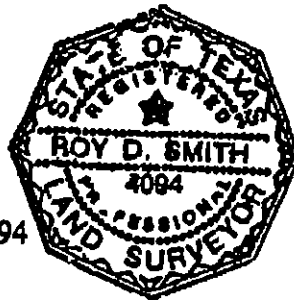
THENCE along the North line of said Lots 4, 5 and 6, being along the South line of said alley, S 70°36'00" E for a distance of 124.00 feet to a ½ inch iron pin found at the Northeast corner of said Lot 6, being in the West r.o.w. line of San Antonio Street for the Northeast corner hereof;

THENCE along the East line of said Lot 6, being along the West r.o.w. line of San Antonio Street, S 19°00'00" W for a distance of 128.00 feet to the PLACE OF BEGINNING and containing 15,872 square feet of land, more or less.

SURVEYED BY:
Roy D. Smith Surveyors, P.C.


ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR NO. 4094
September 22, 2004



Buratti - Lots 5 & 6

PAGE 2 OF 2

23rd Street Renovation and Overlay District

Date: 1-16-01

HOLFORD GROUP
DEVELOPMENT CONSULTANTS

4833 Spicewood Springs Rd.
Austin, Texas 78759

Suite 103
512 / 346-8181

EXHIBIT "B"
PAGE 2 of 7

GENERAL SPECIFICATIONS

23rd Street from Rio Grande to Guadalupe

Tree Grates/Guards

Tree grates to be Kiva-SQ, 60" x 60" as supplied by Urban Accessories, P.O. Box 310, 20004 144th Avenue NE, Woodville Washington 98072. Telephone 425-487-0488, Fax 425-485-6618.

Each Gate to be set in frame as supplied by Urban Accessories and installed as per their specifications.

Tree Guards to be ECO as supplied by Urban Accessories.

Trees

Trees to be Quercus macrocarpa "Burr Oak" and shall be installed as per detail.

Quercus macrocarpa shall be 30" box, 3 1/2" to 4" caliper, 14 ft. height, 8 ft. spread, as supplied by Peerless Farms inc., Farm Road 3176, P.O. Box 56, Big Foot, TX 78005, phone (830) 663-3651, fax (830) 663-9745 or approved equal.

Irrigation

Trees and planting beds to be watered with an automatic irrigation system specified and approved by Landscape Architect. Sleeving for underground piping, wiring etc to be 4" schedule 40 PVC. The location for sleeving to be coordinated with Landscape Architect. Street cuts, closures and repair to be coordinated with the City of Austin Public Works Dept.

Lighting Fixtures

Street light fixtures to be "Pecan Street" as supplied by the City of Austin Energy Dept.

"Pecan Street" fixtures to be installed on pre-manufactured footings as supplied by the City of Austin Energy Dept. Installation of fixtures, conduit, wiring, pull boxes, etc., if not installed by the City of Austin Energy Dept. to be installed as per their design and specifications.

Existing Street lighting and overhead wiring for existing fixtures within the 23rd street right of way to be removed by City of Austin Electric Dept.

Sidewalks/Drives/Ramps

Sidewalks to be installed as per City of Austin Standard Specifications Manual #432-a "Concrete Sidewalks", Detail 432a-1 City of Austin Standards Manual.

Concrete mix to be prepared as per City of Austin Standard Specifications Manual #403

Concrete curb ramps to be installed as per City of Austin Standards Manual # 432-3

If possible, new curb cuts and driveways to be spaced such that they do not interrupt the pattern of street trees and lights and shall comply with city of Austin standards.

Intersection of 23rd Street and Nueces Street

City of Austin to install all way stop

City of Austin to paint striped pedestrian crosswalks with reflectorized paint as per 860s in City of Austin Manual of Specifications and 804-3c in City of Austin Standard Details

Planting Medium/Mulch

Soil mix shall consist of:

1/3 dillo dirt,

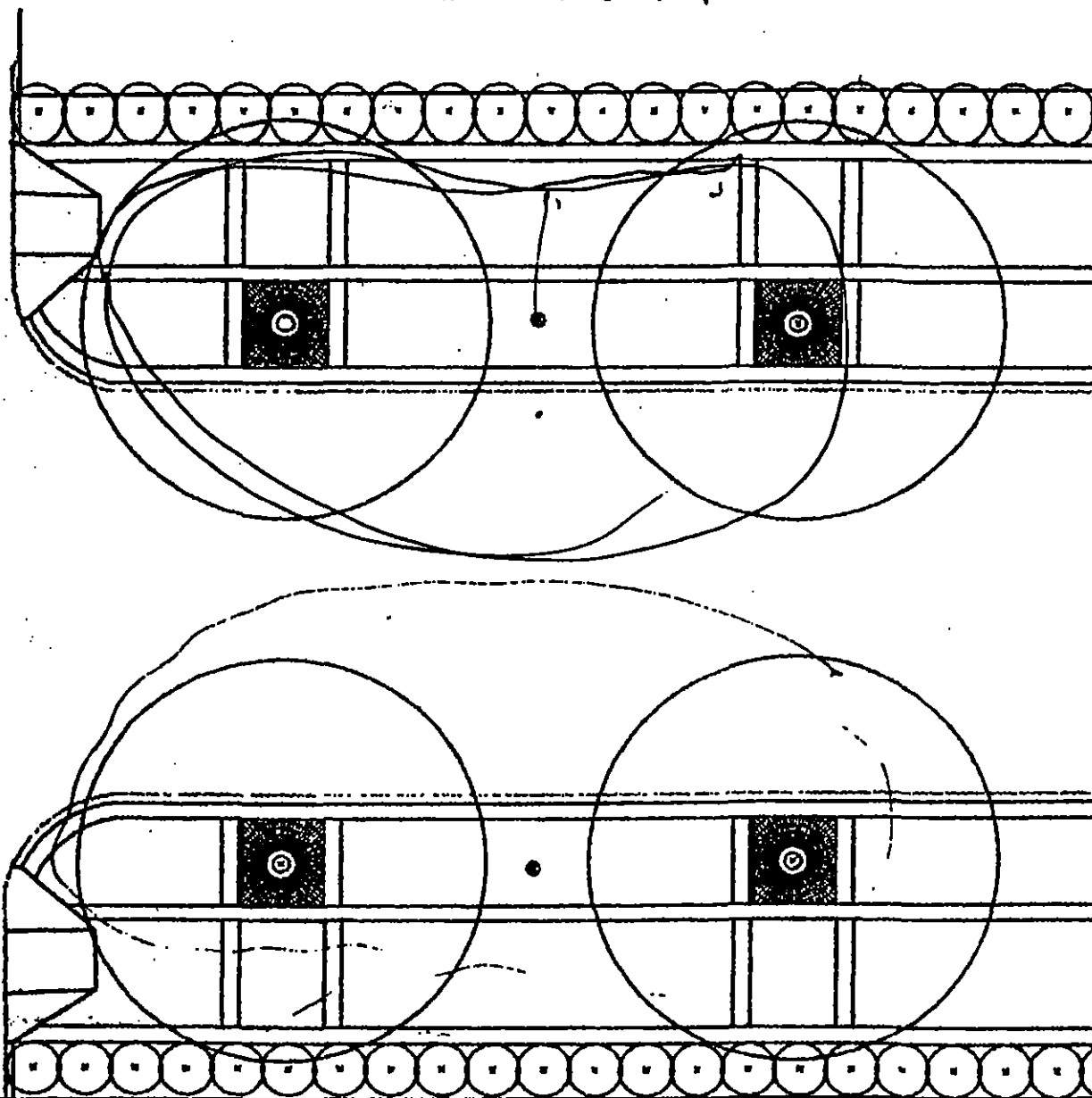
1/3 composted manure as supplied by Gardenville of Austin.

1/3 river loam

All shrub beds and tree plantings shall receive a 3" layer of cypress bark mulch, Medium texture.

EXHIBIT "B"

PAGE 3 OF 7



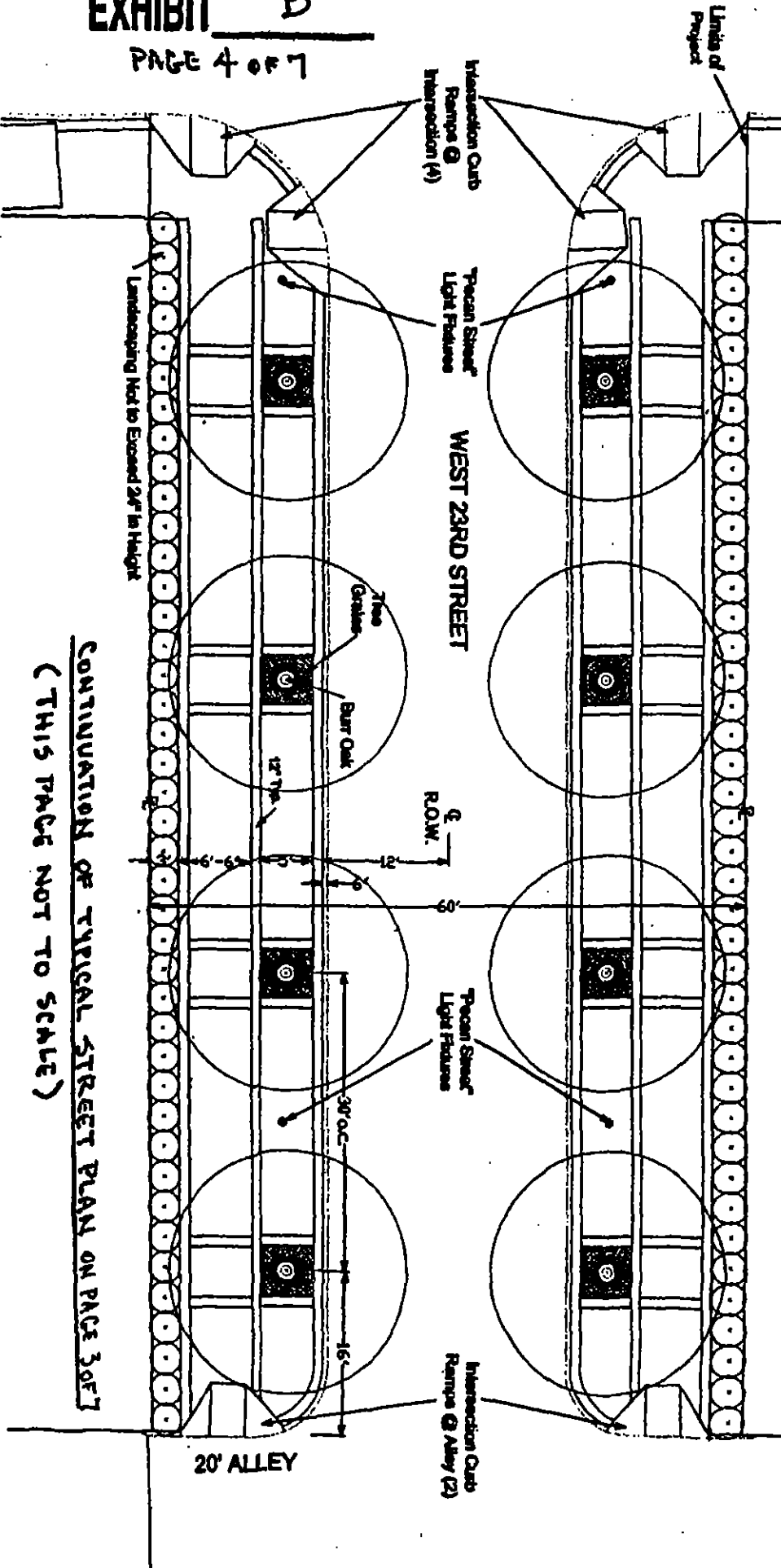
TYPICAL STREET PLAN

SCALE = 1" = 10'



EXHIBIT "B"

PAGE 4 OF 7



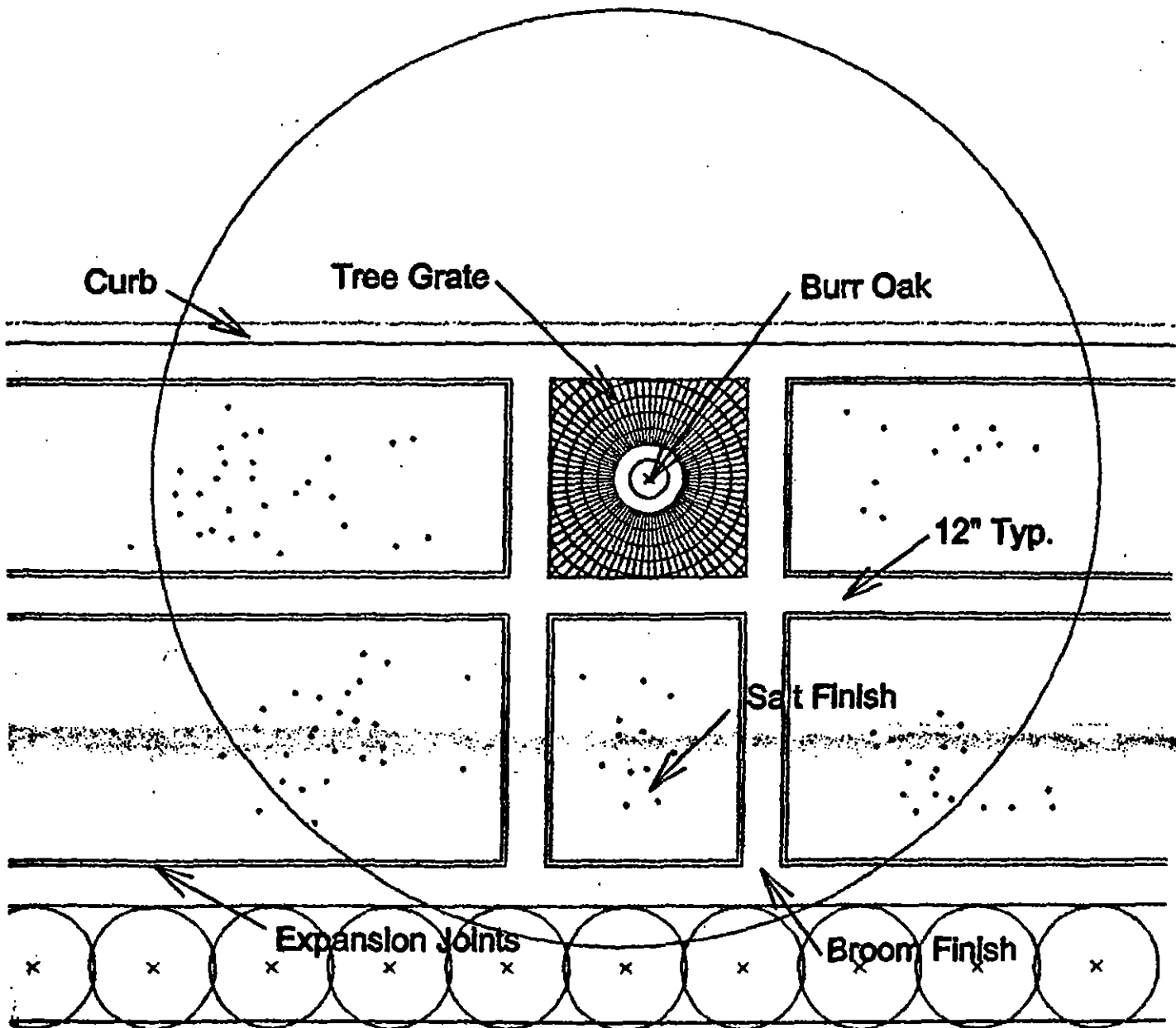
NORTH

MATCH TO PAGE 3 OF 7
(THIS PAGE NOT TO SCALE)

CONTINUATION OF TYPICAL STREET PLAN ON PAGE 3 OF 7
(THIS PAGE NOT TO SCALE)

EXHIBIT "B"

PAGE 5 OF 7



CONC. COLOR TO BE CHROMIX ADMXTURE C-14 "FRENCH GRAY" AS
MANUFACTURED BY L.M. SCOFIELD CO.

CURING MATERIAL TO BE LITHOCHROME COLORWAX IN MATCHING
COLOR AS MANUFACTURED BY L.M. SCOFIELD CO.

MIXING, INSTALLATION & APPLICATION OF CURING COMPOUND TO BE AS
FOR MANUFACTURES SPECIFICATIONS.

SIDEWALK DETAIL

SCALE = 1/4" = 1'-0"

EXHIBIT "B"

PAGE 6 OF 7

PLANT SO THAT TOP OF ROOT
BALL IS EVEN WITH THE
FINISHED GRADE

PAINT ALL CUTS OVER 1' DIA.

QUERCUS macrocarpa
(SEE SPECS)

BURLAP WRAP ON TRUNK

TREE GUARD (SEE SPECS)

TREE GRATE (SEE SPECS)

PLANTING SOIL (SEE SPECS)

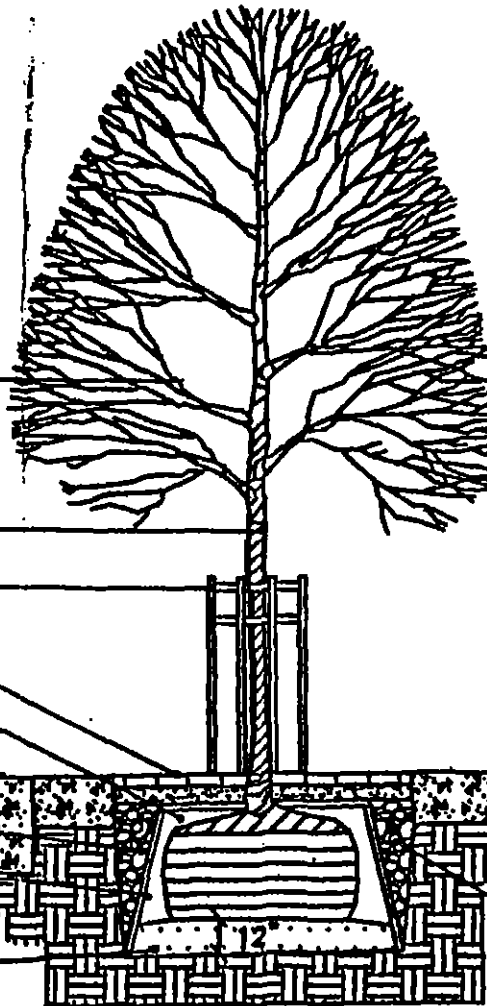
FINISHED GRADE

CURB

GRAVEL BACKFILL

DEEP ROOT CONTROL
BARRIER, SIZE VARIES

EXCAVATE TO 3'-0" MIN.
BACKFILL WITH TOPSOIL
MIXTURE AND FERTILIZER.
CAOMPACT SOIL DIRECTLY
BELOW BALL.

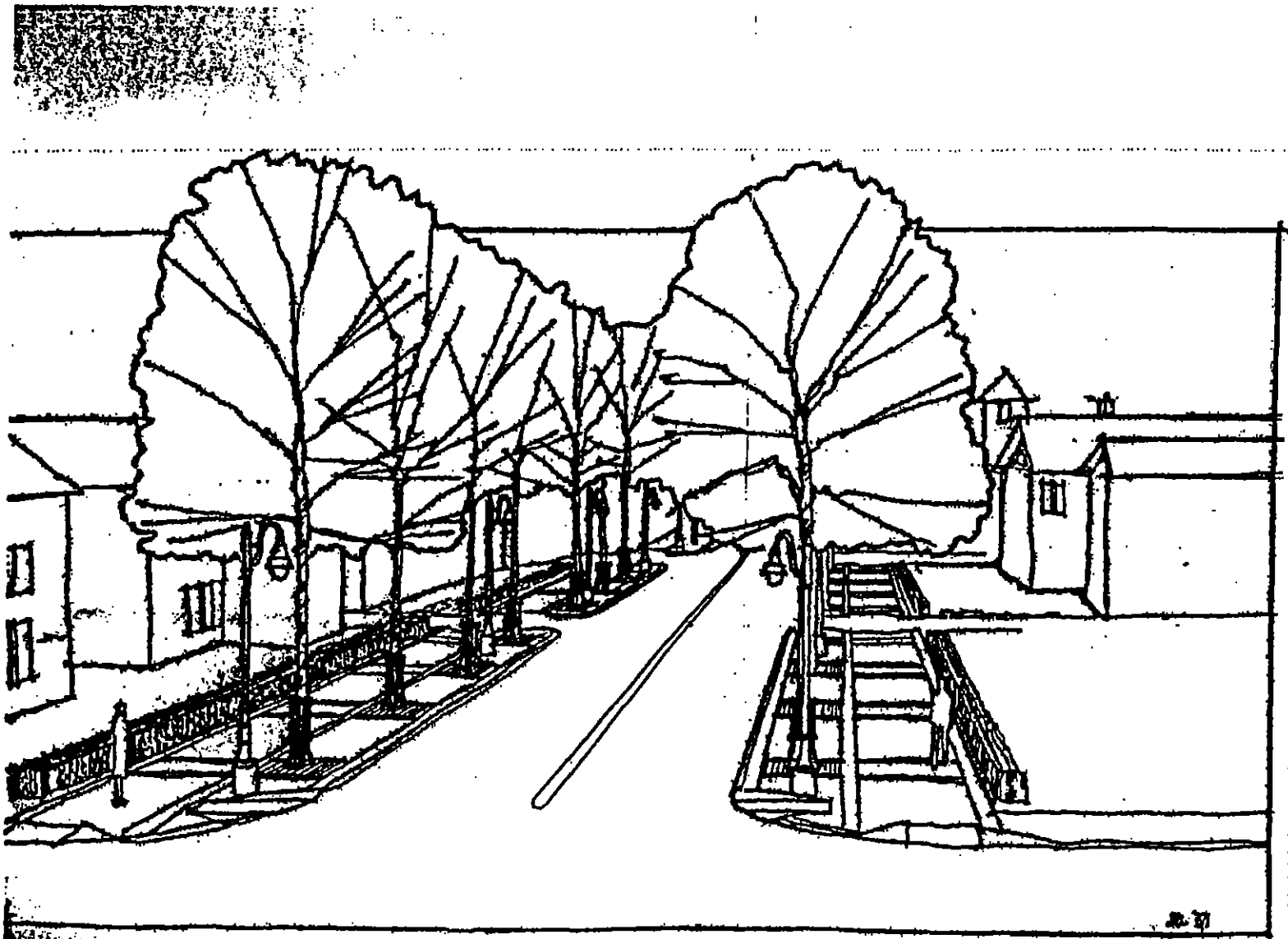


IRRIGATION PIPE W/
BUBBLIER HEADS (2)

TREE PLANTING DETAIL

SCALE = 1/4" = 1'-0"

EXHIBIT "B"
PAGE 7 OF 7



PERSPECTIVE

LOOKING EAST FROM RIO GRANDE / NO SCALE

After Recording Return to:

Richard G. Hardin
P. O. Box 5628 -
Austin, TX 78763

3866049v.2 121243/11111.