



August 6, 2020

Heather Chaffin
City of Austin

RE: 218 S. Lamar Rezoning Request (C814-2018-0121)

Dear Ms. Chaffin,

As the current President and immediate past President of the Bridges on the Park Condominium Association, Inc. (BOTP) Board of Directors, we are writing to clarify our position on the 218 S. Lamar rezoning request (C814-2018-0121) currently under consideration by the City of Austin.

On October 21, 2019, a request for a valid petition was initiated (see attached). However, the petition is incorrectly attributed to the entire HOA (all property owners at 210 Lee Barton Drive) versus the individual property owner (210 Lee Barton Drive, Unit 508). We ask that this be corrected for the record.

For the past year, we have been working with the applicants to resolve our concerns. Attached for your records is the private restrictive covenant we executed last week, and demonstrates BOTP's support for the rezoning request.

Please do not hesitate to contact us if you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Travis Maese".

Travis Maese
President, BOTP Board of Directors
512.909.2555
wrmaese2009@gmail.com

A handwritten signature in black ink that reads "Sushma Jasti Smith".

Sushma Jasti Smith
Immediate Past President, Board of Directors
281.772.9618
jasti.smith@gmail.com

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is entered into by and between the **PFLUGER SPOUSAL IRREVOCABLE TRUST dated June 25, 2018, MICHAEL CARL PFLUGER, and WILLIAM REID PFLUGER**, their successors or assigns (collectively, "Declarant"), and **BRIDGES ON THE PARK CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, its successors or assigns ("BOTP"), as of the 10 day of July, 2020.

RECITALS

WHEREAS, Declarant currently owns the tract of land described in City of Austin Zoning Case No. C814-2018-0121 (the "Property", more particularly described on Exhibit "A");

WHEREAS, Declarant intends to redevelop the Property, and, in order to do so, is seeking a "Planned Unit Development (PUD)" zoning on the Property from the City of Austin in Zoning Case No. C814-2018-0121 (the "Zoning Case");

WHEREAS, Declarant intends to redevelop the Property utilizing zoning entitlements and site development regulations available upon approval of the Zoning Case, which zoning entitlements and site development regulations in some cases exceed existing zoning entitlements and site development regulations available under the current CS-V zoning classification (the "Project")

WHEREAS, upon the effective date of the rezoning of the Property to PUD zoning classification by the City of Austin and subject to all of the terms and conditions of this Declaration, Declarant has voluntarily agreed to establish certain restrictive covenants, which are described herein, in connection with the development of the Project; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions of this Declaration, Declarant agrees to hold, sell and convey the Property subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this Declaration.

I. DECLARATIONS

1.1 Building Setbacks. The following building setbacks shall be applicable to the Project:

- a) Below Grade: To allow for underground parking, setbacks shall be zero (0) feet from the property line below grade;
- b) Ground Floor: The building setback for the ground floor shall comply with the setbacks as listed below and depicted on Exhibit "B" Ground Floor Setbacks; and
 - i. Toomey Road, Building to Property Line: 6' 11 1/8" – 47' 7 3/8"

- ii. Toomey Road, Building to Curb: 16' 11 5/8" – 57' 0 3/4"
 - iii. South Lamar Boulevard, Building to Property Line: 5' 7 1/8", 40' 5/8", 51' 3 5/8"
 - iv. South Lamar Boulevard, Building to Curb: 18' 11 7/8", 53' 5 1/2", 64' 8 1/2"
- c) Floors 2 through 7: The building setbacks for all above ground floors above the ground level, i.e., levels 2 through 7, shall comply with the setbacks as listed below and depicted in Exhibit "C" Setbacks for Floors 2 through 7.
 - i. Toomey Road, Building to Property Line: 5' 0"
 - ii. Toomey Road, Building to Curb: 14' 5 1/8"
 - iii. South Lamar Boulevard, Building to Property Line: 10' 11 1/8", 17' 1 7/8", 5' 8 1/8", 41' 1 5/8"
 - iv. South Lamar Boulevard, Building to Curb: 24' 7/8", 30' 11 7/8", 19' 7/8", 54' 6 1/2"
- 1.2 Height. The maximum height for a structure on the property shall be ninety-six (96) feet measured in accordance with the City of Austin Code of Ordinances except as modified herein:
 - a) Section §25-2-531 (Height Limit Exceptions) shall still apply to the Project;
 - b) The elevator cab and associated mechanical roof necessary to allow accessible access to the rooftop may exceed the maximum height of the project by 19'-2 3/8". This additional height is allowed in the area generally depicted in Exhibit "D" Elevator Overrun.
- 1.3 Ground Floor Open Space. The Project shall provide a minimum of 40 percent of the ground floor as open space.
- 1.4 Public Plaza. A public plaza shall be provided on the ground floor. Such plaza shall be a minimum of 8,000 square feet and generally located at the northwest corner of the Property (the "Public Plaza").
- 1.5 Parking. All parking for the Project shall be located below grade. At least 20 percent of the parking spaces within the Project shall be accessible to the public on a paid basis (in amounts reasonably determined by Declarant) 24 hours a day, seven days a week, subject, however, to Declarant's rights to close the parking to restore or make restorations to the parking facilities or to prevent imminent harm to persons or damage to property. The parking available to the public shall be on a first come, first-served basis, and shall be located within areas of the parking facilities within the Project within the discretion of Declarant. Further, the parking within the Project shall be subject to reasonable and customary parking rules and regulations established by Declarant from time to time.
- 1.6 Driveway Access. Access to the below grade parking shall only be allowed on Toomey Road. No access to the site, other than the required fire lane, shall be permitted from South Lamar Boulevard.
- 1.7 Art Space. The Project shall provide an art space that is open to the public in an area adjacent to the Public Plaza to be managed by a local art-related non-profit entity. The art space must be a minimum of 1,000 gross square feet and available

on a rent-free basis for 10 years.

- 1.8 Roof Space. The 7th floor roof deck of the Project may be an occupied roof deck. Should the Project provide an occupiable rooftop, the following shall apply:
 - a) Rooftop lighting shall be compliant with the Dark Skies Initiative;
 - b) Hours of operation shall be limited to 8am to 10pm; and
 - c) Project shall comply with City of Austin noise regulations.
- 1.9 Building Materials. Project shall comply with the glazing requirements established by the City of Austin Code of Ordinances in effect as of the date of this Declaration. Glass in the Project shall not exceed a reflectance of 20 percent without written permission from the BOTP.
- 1.10 Payment of Fees. Declarant will pay the actual fees incurred by BOTP for legal services associated with the review and negotiation of the Declaration. This amount shall be paid upon execution of this Declaration.
- 1.11 Terms of Support. All items listed in Sections 1.1 through 1.10 above are enforceable by BOTP only under the condition that the Board of BOTP positively supports the Zoning Case during the Planning Commission and Austin City Council meetings in which the vote for the Zoning Case takes place or is discussed. This support may be in the form of a letter to the City of Austin Mayor and City Council, or by a public statement by an authorized representative of the Board of BOTP during such meetings or, in the alternative, this Declaration, once executed shall be prima facie evidence of such support and may be offered to the City of Austin Mayor and City Council as evidence of support.

II. DEFAULT AND REMEDIES

2.1 Remedies. In the event of a breach or threatened breach of this Declaration, only Declarant, including its successors and assigns, or BOTP shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If either party to this Declaration (a "***Defaulting Party***") shall fail to comply with any term, provision or covenant of this Declaration and shall not cure such failure within sixty (60) days after receipt of written notice (or if the default is of such character as to require more than sixty (60) days to cure and the Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter) from an entity with the right hereunder to seek relief for such breach (a "***Non-Defaulting Party***") to the Defaulting Party of such failure, the Non-Defaulting Party shall have the option of pursuing any remedy it may have at law or in equity, including, without limitation, specific performance, injunctive relief, or direct monetary damages from a court of competent jurisdiction; provided, however, except as provided in Sections 1.10 and 3.4 herein, neither party to this Declaration shall be liable to the other for consequential or punitive monetary damages.

III. GENERAL PROVISIONS

3.1 No Third-Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the parties hereto, and their successors and assigns, and not for the benefit of any third person, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or the public, except as contemplated in Section 1.10 above.

3.2 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

3.3 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) one (1) business day after being placed in a prepaid package with a national, reputable overnight courier addressed to the other party at the address hereinafter specified; or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Declarant, Purchaser and BOTP may change their respective addresses for notices by giving five (5) days' advance written notice to the other parties in the manner provided for herein. Until changed in the manner provided herein, Declarant, Purchaser and BOTP's address for notice is as follows:

Declarant:

Timothy Horan, Jr.
3208 Greenlee Drive
Austin, Texas 78703

with a copy to:

Michael Carl Pfluger
4605 Wild Cow Cove
Spicewood, Texas 78669

William Reid Pfluger
2133 Office Park Drive
San Angelo, Texas 76904

Drenner Group
200 Lee Barton Drive
Suite 100
Austin, TX 78704
Attn: Stephen O. Drenner
Telecopy: (512) 807-2917
Telephone: (512) 807-2901

BOTP:

Bridges on the Park Condominium Association, Inc.
210 Lee Barton Drive
Austin, Texas 78704
Attn: President, Bridges on the Park Condominium Association, Inc.
Telecopy: (512) 499-3905
Telephone: (512) 499-8742

With a copy to:

Thompson & Knight, LLP
98 San Jacinto, Suite 1900
Austin, Texas 78701
Attn: James E. Cousar
Telecopy: (512) 469-6180
Telephone: (512) 469-6112

3.4 Attorneys' Fees. The unsuccessful party in any action brought to enforce this Declaration shall pay to the prevailing parties a reasonable sum for costs incurred by the prevailing parties in enforcing this Declaration, including reasonable attorneys' fees and court costs.

3.5 Entire Declaration. This Declaration constitutes the entire agreement between the parties hereto regarding the matters set forth herein. The parties do not rely upon any statement, promise or representation with respect to the matters set forth herein that is not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

3.6 Severability. If any provision of this Declaration shall be declared invalid, illegal or unenforceable in any respect under any applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this Declaration that is held invalid, illegal or unenforceable, that be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may possible and be legal, valid and enforceable.

3.7 Rights of Successors; Interpretation of Terms. The restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties and their respective successors and assigns. Reference to "**Declarant**" includes the future owners of their respective portions of the Property, including any portions of the Property that may in the future be created as separate tracts pursuant to a resubdivision of any portion of the Property. The singular number includes the plural and the masculine gender includes the feminine and neuter.

3.8 Estoppel Certificates. Any party (or any mortgagee holding a first lien security interest in any portion of the Property) may, at any time and from time to time, in connection with the leasing, sale or transfer of its tract, or in connection with the financing or refinancing of its tract by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to the other parties requesting that such parties execute a certificate, in a form reasonably acceptable to such parties, certifying that, to such party's then current actual (not constructive) knowledge, (a) the other party is not in default in the performance of its obligations to or affecting such party under this Declaration, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Declaration as may be reasonably requested. A party shall execute and return such certificate within twenty (20) days following its receipt of a request therefor.

3.9 Counterparts; Multiple Originals. This Declaration may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

3.10 Exculpation. Any person or entity acquiring fee or leasehold title to any portion of the Property shall be bound by this Declaration only as to the portion acquired by such person or entity and such person or entity shall not be liable for violations occurring on any portion of the Property which it does not own. Such person or entity shall be bound by this Declaration only during the period such person or entity is the fee or leasehold owner of such portion, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons or entities may be released, the covenants, conditions and restrictions in this Declaration shall continue to be benefits and servitudes upon the Property running with the land.

3.11 Conflict with Ordinance. To the extent that any of the covenants, conditions and restrictions contained within this Declaration conflict with terms or conditions addressed in the zoning ordinance issued by the City of Austin in connection with the Zoning Case, or any supporting materials, for purposes of this Declaration the terms and conditions of this Declaration shall control.

3.12 Approval of the City Applications. Notwithstanding any other provision of this Declaration to the contrary, the agreements of Declarant reflected herein are conditioned upon final approval (i.e., third reading) of the Zoning Case by the City of Austin City Council, with no subsequent appeal, and in a form acceptable to Declarant. If (a) the Property is not rezoned pursuant to the Zoning Case in a form acceptable to Declarant, or (b) Declarant redevelops the Property with a project not exceeding sixty (60) feet in height, the covenants, conditions and restrictions contained within this Declaration shall not be applicable. If the Property is rezoned pursuant to the Zoning Case in the form applied for by Declarant, or in a form accepted by Declarant at the City Council meeting (on third reading), the rezoning shall be considered acceptable to Declarant for purposes of this Section 3.12 and Section 3.13 below.

3.13 Effective Date. This Declaration shall become effective upon the final effective date of the rezoning of the Property to establish PUD zoning by the City of Austin

pursuant to C814-2018-0121 in a form acceptable to Declarant. If the Property is not rezoned to PUD zoning in a form acceptable to Declarant, then, consistent with Section 3.12 above, this Declaration shall be void and of no effect. Declarant's action in obtaining any building permit based on the approved PUD zoning shall mean that the PUD zoning is in a form acceptable to Declarant, as that term is used in the foregoing 3.12 of this Declaration.

Exhibits

"A" Property Description

"B" Ground Floor Setbacks


"C" Setbacks Floors 2 through 7


"D" Elevator Overrun

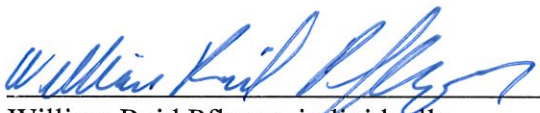
Executed the date first set forth above.

DECLARANT:

PFLUGER SPOUSAL IRREVOCABLE TRUST,
an irrevocable trust dated June 25, 2018

By: 
William Reid Pfluger, Trustee

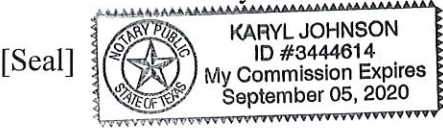

Michael Carl Pfluger, individually


William Reid Pfluger, individually

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

Before me, the undersigned notary, on this day personally appeared William Reid Pfluger, individually and as Trustee of the Pfluger Spousal Irrevocable Trust, an irrevocable trust dated June 25, 2018, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on July 10 2020.



Karyl Johnson
Notary Public, State of Texas

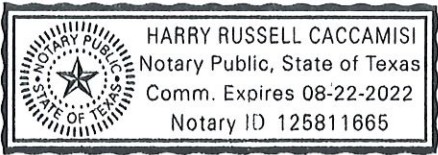
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Michael Carl Pfluger, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 14 July 2020.

[Seal]

[Signature]
Notary Public, State of Texas



BOTP:

**BRIDGES ON THE PARK CONDOMINIUM
ASSOCIATION, INC.,** a Texas nonprofit corporation

By: *Travis Maese*
Name: Travis Maese
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Travis Maese the President of Bridges on the Park Condominium Association, Inc., a Texas nonprofit corporation, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledgement to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument

Given under my hand and seal of office on July 29, 2020.

Kimberly Tucker
Notary Public, State of Texas

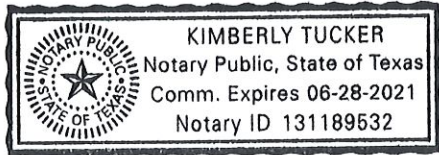
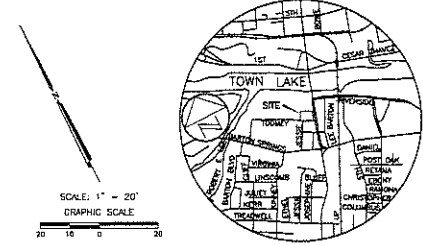


Exhibit "A"

Property Description

[See Attached]

AN ALTA/NSPS LAND TITLE SURVEY OF 1.260 ACRES
(APPROXIMATELY 54,896 SQ. FT.), BEING ALL OF LOT B,
G.C. SEIDERS SUBDIVISION NO. 2, A SUBDIVISION OF
RECORD IN VOLUME 80, PAGE 120, OF THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS.



SCALE: 1" = 30'
GRAPHIC SCALE
0 10 20 30

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:
First American Title Insurance Company
C.F. No. 201702102 Effective Date: 02/06/10 Issued: 02/14/10

The surveyor has relied upon the referenced Commitment for Title reporting easements, restrictions, and other matters affecting the property. No additional research was done for the purpose of the survey. Items listed are based on the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-stated below were considered:

1) Restrictive Covenant:
Volume 80, Page 120 of the Plat Records of Travis County, Texas.

(But nothing any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 2007 of the United States Code or (b) relates to land uses that do not discriminate against handicapped persons.)

10a) A sidewalk easement 5 feet in width along the southeast property line, as shown by the Plat recorded in Volume 80, Page 120 of the Plat Records of Travis County, Texas. -- Subject to, as shown.

10b) An electric easement 10 feet by 115 feet in width along a portion of the northeast property line, as shown by the Plat recorded in Volume 80, Page 120 of the Plat Records of Travis County, Texas. -- Subject to, as shown.

10c) Building setback 25 feet in width along the southwest and southeast property lines, as shown by the Plat recorded in Volume 80, Page 120 of the Plat Records of Travis County, Texas. -- Subject to, as shown.

10d) The terms, conditions and stipulations of that certain Lease Agreement dated May 24, 1994, executed by and between William C. Pluger, Karen O'Brien Pluger, William C. Pluger, Trustee of the William C. Pluger Children's Trust Created under the Will of Carl B. Pluger, as Trustee in Conveyance to Lessee, and Seiders & Restaurants, Inc., as Lessee, evidenced by Memorandum of Lease recorded in Volume 12214, Page 1381 of the Plat Records of Travis County, Texas, as amended by Addendum to Assignment recorded under Easement No. 200825204 and 200825205 of the Official Public Records of Travis County, Texas.

10e) Any and all leases, recorded or unrecorded, with rights of tenancy in possession.

10f) Easements, or claims of easements, which are not recorded in the public records.

10g) Rights of parties in possession. (General Policy Only)

10h) The terms, conditions and stipulations of that certain Lease Agreement dated May 24, 1994, executed by and between William C. Pluger, Karen O'Brien Pluger, San Angelo Area Foundation, Michael Carl Pluger and William Paul Pluger, as Lessee, and Commercial Commercial Properties Co., a Texas corporation, as Lessee, evidenced by Memorandum of Lease recorded under Easement No. 200825204 and 200825205 of the Official Public Records of Travis County, Texas.

FLOOD-PLAIN NOTE:

The flood zones herein are in accordance with Zone "X" (other flood zones, areas of 0.2% annual chance flood zones of 1% annual chance of flood with average depths of less than 1 foot or with drainage areas less than 1 square mile) as identified by the Federal Emergency Management Agency National Flood Insurance Program, as shown on map No. 48152C0410, dated January 15, 2010, for Travis County, Texas and incorporated herein. It is noted that the property owner/owner's structural engineer shall be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:
Commercial Commercial Properties Co., a Texas corporation
William C. Pluger, Karen O'Brien Pluger, San Angelo Area Foundation, Michael Carl Pluger and William Paul Pluger
Hartman Site Company of Austin, Inc.
PROPERTY ADDRESS: 215 S. Lamar Boulevard
DATE OF SURVEY: 05/17/10
ATTACHMENTS: None
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2010 Minimum Standards General Requirements for ALTA/NSPS Land Title Surveys, jointly promulgated and adopted by ALTA and NSPS, and include items 1-4, 6, 7, 9, 11, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 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776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 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1976, 1977, 1978, 1979, 1980, 1981, 1982, 19

Exhibit "B"

Ground Floor Setbacks

[See Attached]



Exhibit "C"

Setbacks Floors 2 to 7

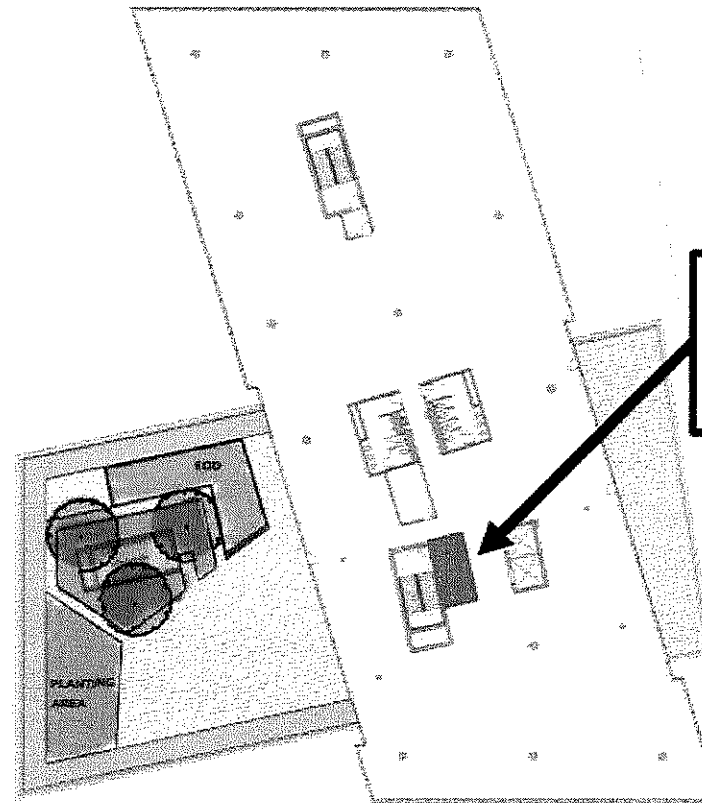
LINE

Exhibit "D"

Elevator Overrun



CONCEPTUAL DESIGN- 7TH FLOOR



Area of additional
height for
elevator overrun

Please return original to:

James E. Cousar

Thompson & Knight, LLP

98 San Jacinto, Suite 1900

Austin, Texas 78701