

**CRV Lamar Manchaca, L.P.**  
**301 Congress Avenue, Suite 500**  
**Austin, Texas 78701**

May 17, 2007

South Lamar Combined Neighborhood Association  
c/o Oscar Lipchak, President  
2511 Del Curto Road  
Austin, Texas 78704

Re: Letter of Understanding between CRV Lamar Manchaca, L.P. ("LM") and The South Lamar Combined Neighborhood Association (the "Association") with respect to approximately 12.5 acres located at 2711 – 2715 South Lamar, 2803 – 2901 Manchaca and 2806 – 3000 Del Curto (collectively, the "Project")

Dear Oscar:

This letter will reflect the terms of the agreement between LM and the Association with regard to development of the Project.

In connection with the development of the Project, LM, or the current owner of the Project, has submitted or will submit (i) an opt in/opt out vertical mixed use determination on the portion of the Project shaded in grey on the Site Plan attached hereto as Exhibit "A" requesting that such portion of the Project be included in the VMU overlay with an affordable housing requirement of ten percent (10%) of the units being affordable at eighty percent (80%) MFI; (ii) the zoning changes shown on Exhibit "A" standards attached hereto and (iii) a request to the Board of Adjustment for a variance to compatibility for the VMU portion of the Project (collectively, the "Applications").

In consideration for the Association's agreement to support the Applications (which is evidenced by their signature below), LM hereby agrees, subject to any conditions contained herein, to file and record either a public or a private restrictive covenant covering the applicable terms of this letter following approval of item (i) above. In consideration for the Association's agreement to support the Applications (which is evidenced by their signature below), LM hereby agrees, subject to any conditions contained herein, to the following:

- 1) **Del Curto Access.** LM shall not seek access off of Del Curto, except in the event that the City of Austin or other applicable agency requires emergency access.
- 2) **Parkland.** LM shall dedicate to the Parks Department that portion of the Project approximately in the same configuration as the area shaded in dark green as shown as Exhibit "B" attached hereto; subject to LM's receipt of market

compensation for the cross-hatched area covered by the existing home within 12 months of date hereof. LM shall also record an easement dedicating to the neighborhood for park use that portion of the Project approximately in the same configuration as the area shaded in light green on Exhibit "B" attached hereto.

- 3) **Location of Units.** LM shall not construct units on the green or blue shaded portions of the Property shown on Exhibit "B".
- 4) **Down Zoning.** LM shall file for and pursue approval of the down zonings described on Exhibit "A".
- 5) **Prohibited Uses - GR Zoning.** In the portion of the Project to be zoned GR shown on Exhibit "A", the following uses shall be prohibited: Automotive Rentals, Automotive Repair Services, Automotive Sales, Automotive Washing (of any type), Business or Trade School, Business Support Services, Commercial Off-Street Parking, Exterminating Services, Funeral Services, Indoor Entertainment, Medical Offices – exceeding 5,000 sq.ft. gross floor area.

The agreements of LM reflected herein are conditioned upon approval of items (i) and (ii) above without amendments.

LM and the Association acknowledge and agree that (a) LM does not currently own the Project, but has a contractual right to purchase the Project, and (b) the terms of this agreement and the attached Restrictive Covenant shall not be binding upon the current owner of the Project or the Association in the event that LM, its successors, transferees or assigns, do not purchase the Project.

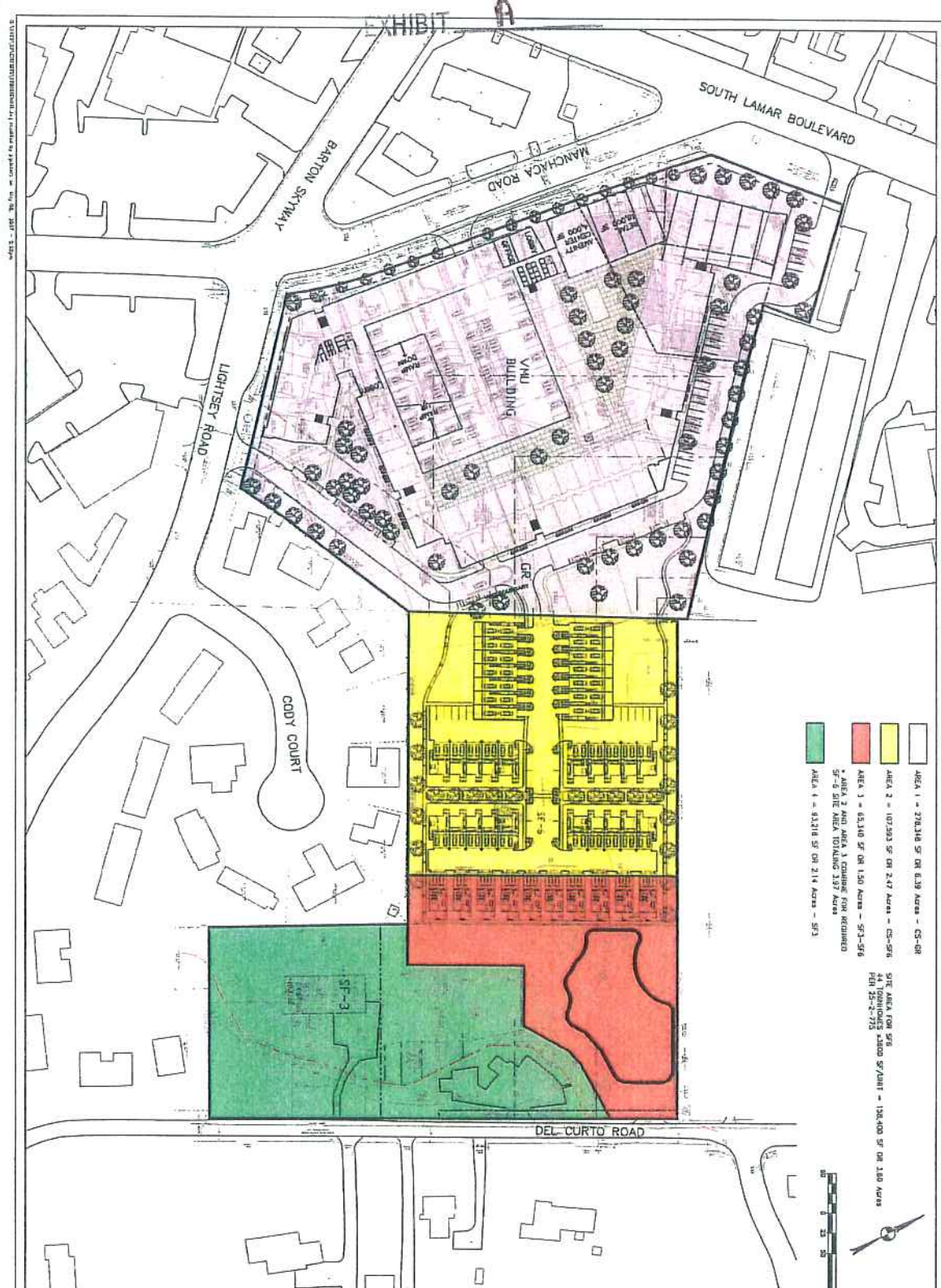
Please confirm the terms of this letter of understanding by your signature below.

CRV LAMAR MANCHACA, L.P.  
By: Cypress V. GREENT, Inc.  
By: M. Timothy Clark  
Name: M. TIMOTHY CLARK  
Title: PRESIDENT

ACCEPTED AND AGREED TO:

SOUTH LAMAR COMBINED NEIGHBORHOOD ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



- AREA 1 - 270,316 SF OR 6.39 Acres - CS-08
- AREA 2 - 107,593 SF OR 2.47 Acres - CS-95B
- AREA 3 - 65,310 SF OR 1.50 Acres - SF-3-SF6
- AREA 4 - 41,218 SF OR 2.14 Acres - SF3

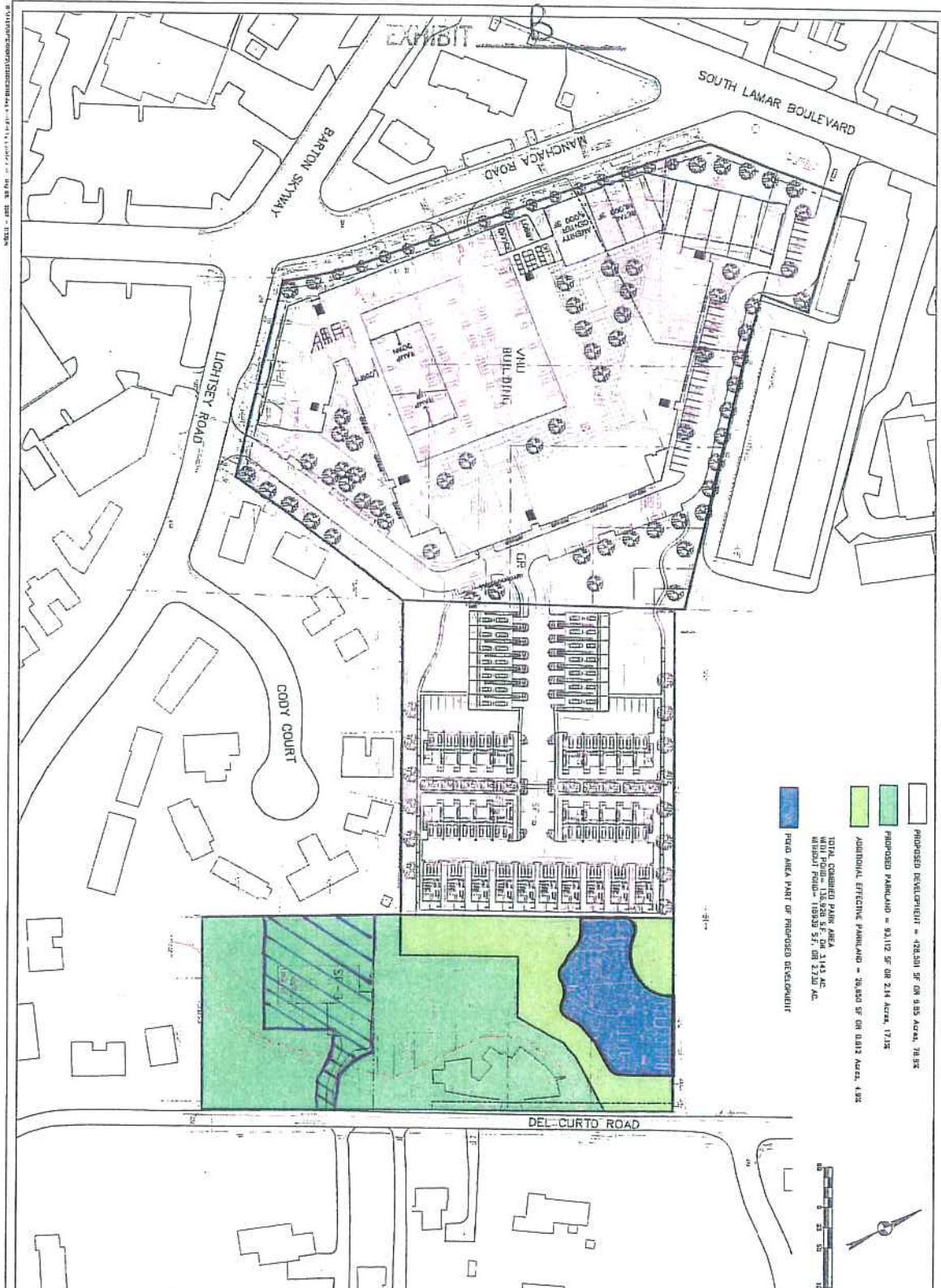
SITE AREA FOR SF6  
 128,400 SF OR 2.90 Acres  
 SF-6 SITE AREA TOTALING 137 Acres  
 FEB 25-2-2723

**EXH**  
 PLOTTING SCALE: 1" = 50'  
 DATE PLOTTED: 03/09/07  
 FILE: C:\MSOFFICE\PROJECTS\1488\1488.dwg  
 DRAWN BY: JAC  
 DESIGNED BY: JLR  
 REVIEWED BY: JLR  
 PROJECT NO.: 1488-07.00

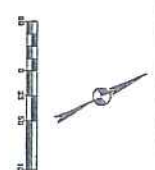
**LAMAR/MANCHACA MIXED USE**  
**CYPRESS REAL ESTATE ADVISORS**

**OPEN SPACE EXHIBIT**

**Bury+Partners**  
 ENGINEERING SOLUTIONS  
 221 East 56th Street, Suite 808  
 Austin, Texas 78751  
 TEL: (512) 221-8111 FAX: (512) 221-4222  
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PROPOSED DEVELOPMENT = 428,501 SF ON 1.83 ACRES, 78.5%  
 PROPOSED PARKLAND = 93,112 SF OR 2.14 ACRES, 17.5%  
 ADDITIONAL EFFECTIVE PARKLAND = 20,000 SF OR 0.46 ACRES, 4.3%  
 TOTAL COMBINED PARK AREA = 113,112 SF OR 2.60 ACRES  
 MINIMUM PARKING = 1,000 SPACES  
 MINIMUM PARKING = 1,000 SPACES



<b>EXH</b>	PLOTTING SCALE: 1" = 50'	<b>LAMAR/MANCHACA MIXED USE</b>	<b>OPEN SPACE EXHIBIT</b>	<b>Bury+Partners</b> ENGINEERING SOLUTIONS 220 West Lake Street, Suite 500 Austin, Texas 78701 Tel: 512-223-0911 Fax: 512-223-0910 BuryPartners, Inc. © Copyright, 2012
	DATE PLOTTED: 05/08/07			
	FILE: EXH1488.DWG (1488) (1488) (1488)			
	DRAWN BY: JAC			
	DESIGNED BY: RLR			
REVIEWED BY: RLR	<b>CYPRESS REAL ESTATE ADVISORS</b>			
PROJECT NO: 1488-07-00				