

# **MASTER DEVELOPMENT AGREEMENT**

**BETWEEN**

**CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY**

**AND**

**PLAZA SALTILLO TOD, LP**

**CONCERNING THE REDEVELOPMENT OF PLAZA SALTILLO**

**AUSTIN, TEXAS**

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## MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this “**Agreement**”) is made to be effective as of the 24<sup>th</sup> day of May, 2017 (the “**Effective Date**”), between **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a public political subdivision of the State of Texas (“**Capital Metro**”) and **PLAZA SALTILLO TOD, LP**, a Delaware limited partnership (“**Master Developer**”).

### RECITALS

A. On October 1, 2013, Capital Metro issued a Request for Development Proposals (“**RFP**”) for the solicitation of development and purchase/ground lease proposals concerning the property commonly known as Plaza Saltillo, Austin, Texas that is generally depicted on Exhibit A attached hereto (as more particularly defined below, the “**Property**”).

B. On June 23, 2014 (ratified June 30, 2014), a team composed of Endeavor Real Estate Group, Ltd., a Texas limited partnership (“**Endeavor**”), and Columbus Realty Partners, Ltd., a Texas limited partnership (“**Columbus**”), was selected by the Board of Directors of Capital Metro to negotiate with Capital Metro an agreement to ground lease and redevelop the Property in response to the RFP in a competitive bid process.

C. Capital Metro, on the one hand, and Cerco Development, Inc., a wholly-owned subsidiary of Endeavor, and Columbus, on the other hand, as developer, entered into an Exclusive Negotiation Agreement (the “**ENA**”) dated effective August 12, 2014, pursuant to which the developer parties were given certain rights to negotiate the terms of this Agreement for the redevelopment of the Property.

D. The purpose of this Agreement is to set forth the terms and conditions of consummating the ground lease of the Property by Capital Metro to Master Developer, which is an entity formed by and consisting of an Affiliate of Endeavor, an Affiliate of Columbus and an Affiliate of a Qualified Equity Investor Entity (as defined in the Ground Lease), and the redevelopment of the Property by Master Developer to accomplish, among other things, Capital Metro’s goals of increasing transit ridership, generating long-term revenue and optimizing the value of its assets, creating and promoting equitable mixed-use and mixed-income communities around transit and responding to local community vision and values.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Capital Metro and Master Developer agree as follows:

### ARTICLE I. DEFINED TERMS

1.1 Defined Terms. As used in this Agreement, terms used, but not defined in the body of this Agreement will have the meanings indicated:

“**Affiliate**” means any Person controlling, controlled by or under common control with any other Person. For the purposes of this definition, the term “control” when used with respect

to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Applicable Bankruptcy Law**” as defined in Section 8.1(g) hereof.

“**Bankruptcy Event**” means (a) a petition for relief is filed under any Applicable Bankruptcy Law, (b) an involuntary petition for relief is filed against Master Developer under any Applicable Bankruptcy Law and such petition is not dismissed within sixty (60) days after the filing thereof, or (c) an order for relief naming Master Developer is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Master Developer. A Bankruptcy Event may exist even if an Event of Default cannot be declared because of a Bankruptcy Event.

“**Billboard**” means the billboard sign located on a portion of the Property and subject to the Billboard Agreement.

“**Billboard Agreement**” as defined in the definition of Existing Occupancy Agreements.

“**Billboard Delay Date**” as defined in Section 3.4(d) hereof.

“**Billboard Delay Period**” as defined in Section 3.4(d) hereof.

“**Billboard Licensee**” means Reagan National Advertising of Austin, Inc.

“**Billboard Termination Agreement**” as defined in Section 3.4(c) hereof.

“**Billboard Termination Date**” as defined in Section 3.4(c) hereof.

“**Billboard Termination Notice**” as defined in Section 3.4(c) hereof.

“**Business Day**” means any day other than a Saturday, Sunday, federally-mandated bank holiday, or the day after Thanksgiving.

“**Capital Metro’s Actual Knowledge**” and “**Actual Knowledge**”, or similar language, means the actual, current, conscious knowledge of the current or any future Vice-President of Real Estate and Asset Management, or similar position, of Capital Metro as to knowledge of that individual while he/she serves in such capacity, without any duty of inquiry or investigation of any kind, nature or character whatsoever, and does not include constructive, imputed or inquiry knowledge. Such Person shall have no personal liability or responsibility.

“**Capital Metro’s Permitted Discretion**” as defined in Section 9.20 hereof.

“**City**” means the City of Austin, Texas.

“**Claim**” as defined in Section 7.2(a) hereof.

“**ENA**” as defined in Recital C hereof.

“**Event of Default**” means any happening or occurrence described in **Sections 8.1 or 8.3** hereof following the expiration of any applicable grace, notice or cure period.

“**Excluded Property**” means the real property described on **Exhibit B** hereto, which Excluded Property includes, without limitation, the rail right of way, the Lance Armstrong Bikeway and the Plaza Saltillo Station.

“**Existing Occupants**” means (a) Billboard Licensee and (ii) Pegalo.

“**Existing Occupancy Agreements**” means (a) that certain Sign License dated effective as of September 17, 1981 by and between Capital Metro (as successor in interest to Southern Pacific Transportation Company) and Billboard Licensee (as successor in interest to Rollins Outdoor Advertising Company), as amended by Addendum dated effective as of November 1, 1999 by and between Capital Metro and Billboard Licensee (collectively, the “**Billboard Agreement**”); and (b) the Pegalo Temporary License Agreement.

“**Expected Excavation Commencement Date**” as defined in **Section 3.4(c)** hereof.

“**FTA**” means the Federal Transit Administration.

“**Governmental Authority**” means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

“**Ground Lease**” means the ground lease to be executed by Capital Metro, as landlord, and Master Developer, as tenant, in the form of **Exhibit D** attached hereto.

“**Legal Requirements**” mean all current and future applicable restrictive covenants, any requirements imposed under service extension requests, zoning ordinances, and building codes, access, health, safety, environmental, and natural resource protection laws and regulations, and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions, including, without limitation, those referenced in **Exhibit I** attached hereto. “**Legal Requirements**” includes, without limitation, the Regulating Plan and any rules or regulations promulgated from time to time by the FTA.

“**Master Developer Caused Delay**” means any delay caused by (a) Master Developer’s failure to meet the timeframes for action set forth herein, and if no applicable time period is specified in this Agreement, then within five (5) days, (b) any interference by Master Developer with the performance of the Rail Crossing and Signalization Work or any work contemplated to be performed by Capital Metro or Billboard Licensee pursuant to **Section 3.4** hereof, or (c) Master Developer’s failure to act in good faith and due diligence with respect to the development of the Project.

“**Pegalo**” means Pegalo Properties, Inc.

“**Pegalo Temporary License Agreement**” means that certain Temporary License



Agreement dated effective January 1, 2016 between Pegalo and Capital Metro.

**“Pegalo Termination Date”** as defined in Section 3.4(b) hereof.

**“Person”** means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, Governmental Authority or other entity, whether acting in an individual, fiduciary or other capacity.

**“Phase I Construction Leasehold Mortgagee”** as defined in Section 9.16(c).

**“Potential Event of Default”** means any condition or event of which notice has been given by one party and/or with the lapse of time would constitute an Event of Default by the other party.

**“Project”** means the construction of improvements on the Property and Excluded Property which are Master Developer’s responsibility under the Ground Lease, including, without limitation, multi-family, for rent buildings including market and affordable units, a park with amenities, the renovation/re-use of historical buildings and improvements for retail and other commercial uses, public improvements (including Master Developer’s participation in public improvements under IH-35) and improvements extending (or paying the cost of extending) the Lance Armstrong Bikeway through the Property and Excluded Property, and undertaking certain environmental remediation of the Property, all as more particularly described in the Ground Lease, and obtaining all plats (if any), zoning, site development permits, building permits and any other permits and approvals (or any modifications of the foregoing) from the City and any other Governmental Authorities or other Persons under Legal Requirements that are required in connection with all of the foregoing. Capital Metro acknowledges that, despite good faith efforts, Master Developer has, as of the Effective Date, been unable to secure a commitment from a grocery store to locate within the Project. Master Developer agrees to continue to use good faith efforts to secure a grocery store within the Project, but in no event shall the failure of a grocery store to locate within the Project be deemed a default by Master Developer under this Agreement or a condition to any of Capital Metro’s obligations or Master Developer’s rights under this Agreement.

**“Property”** means certain real property located in the City of Austin, Travis County, Texas, commonly known as Plaza Saltillo, as more particularly described and depicted on Exhibit A attached hereto. The term **“Property”** specifically excludes the Excluded Property that will be retained by Capital Metro.

**“Rail Crossing and Signalization Work”** as defined in Section 3.3(b).

**“Regulating Plan”** means the City’s Regulating Plan for the Plaza Saltillo TOD Station Area Plan adopted December 11, 2008, effective March 1, 2009, revised May 25, 2013, in City Ordinance No. 201304425-106, as heretofore and hereafter amended from time to time.

**“Takedown”** means the ground lease of the Property from Capital Metro to Master Developer in accordance with this Agreement.

“**Takedown Date**” means the Business Day on which the Takedown occurs, which is the same date as the Effective Date.

“**Title Binder**” means the Commitment for Title Insurance issued by the Title Company for the Property, GF Number 201302318A dated effective May 4, 2017, issued May 12, 2017, and all exceptions to title coverage set forth therein as provided in Section 4.3.

“**Title Company**” means Heritage Title Company of Austin, Inc., its successors and assigns, or any other title company approved by Capital Metro and Master Developer.

“**Track Realignment Work**” means the work described on Exhibit E attached hereto.

“**Zoning Approvals**” means those specific zoning variances and/or approvals necessary for the Project as described on Exhibit F attached hereto.

1.2 Ground Lease Definitions; Modification of Defined Terms. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Ground Lease. Unless the context clearly otherwise requires or unless otherwise expressly provided herein, the terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, supplements, modifications, amendments and restatements of such agreement, instrument or document; provided that nothing contained in this Section shall be construed to authorize any such renewal, extension, supplement, modification, amendment or restatement.

1.3 References and Titles. All references in this Agreement to exhibits, schedules, addenda, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions refer to the exhibits, schedules, addenda, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any subdivisions are for convenience only and do not constitute any part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The phrases “this paragraph” and “this subparagraph” and similar phrases refer only to the paragraphs or subparagraphs hereof in which such phrases occur. The word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation.” Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context clearly otherwise requires. References to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any future amendments thereto or successor provisions thereof.

1.4 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the date which is the earlier to occur of (a) six (6) months following the Completion of Construction (as defined in the Ground Lease) of the entire Project, and (b) the date this Agreement is earlier terminated pursuant to the terms hereof or pursuant to Section 4.6(a) or Section 4.6(c)(iii) (but as to Section 4.6(c)(iii) only with respect to provisions of this Agreement related [or to the extent related] solely to the development of Phase II) of the

Ground Lease. When this Agreement terminates, this Agreement no longer applies to the Property (but the Ground Lease will continue to apply in accordance with its terms).

1.5 ENA. The ENA is terminated as of the Effective Date and neither party has any ongoing rights, responsibilities or liabilities thereunder. Pursuant to Section 3.2 of the ENA, Master Developer deposited \$100,000.00 with Capital Metro, which amount Capital Metro shall retain and apply against the first payment of Base Rent payable on the Rent Commencement Date pursuant to the Ground Lease (or, if the Pre-paid Rent has not been waived pursuant to Section 3.2(f) of the Ground Lease, to the Pre-paid Rent).

1.6 Initial Development; Ground Lease. While the intent of the term of this Agreement is to cover the initial development of the Project, the intent of the Ground Lease is to cover a much longer period of time to ensure that the Project is constructed, maintained, reconstructed (if applicable) and redeveloped (if applicable) in accordance with the intent of this Agreement and the Ground Lease. Capital Metro and Master Developer acknowledge and agree that any actions taken by Master Developer under this Agreement be taken consistent with the terms and conditions of the Ground Lease. Accordingly, to the extent that Master Developer desires to take any actions under this Agreement that are addressed by the Ground Lease, Master Developer will be subject to, and shall comply with, the applicable provisions of the Ground Lease with respect to such action. Additionally, this Agreement and the Ground Lease shall be construed together, but in the event of an irreconcilable conflict of provisions in the MDA and Ground Lease, the provision most beneficial to Capital Metro shall control until the MDA is terminated. Notwithstanding the foregoing, in no event shall Capital Metro be entitled under this Agreement to recover from Master Developer any claims for damages or other amounts which duplicate claims recovered by Capital Metro under the Ground Lease, including, without limitation, any such claims under Section 7.2 or Section 8.2 of this Agreement.

## ARTICLE II. CERTIFICATIONS

2.1 Certifications of Capital Metro. Capital Metro certifies to Master Developer as of the Effective Date as follows:

(a) Litigation or Administrative Proceeding. To Capital Metro's Actual Knowledge, Capital Metro has received no service of process or other written notification of any litigation or administrative proceedings which would materially and adversely affect title to the Property or the ability of Capital Metro to perform any of its obligations hereunder.

(b) Performance Will Not Result in Breach. Performance of this Agreement by Capital Metro pursuant to the terms hereof will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which Capital Metro is a party or by which Capital Metro or the Property might be bound.

(c) Execution. The execution and delivery by Capital Metro of, and Capital Metro's performance under, this Agreement and the Ground Lease are within Capital Metro's powers and have been duly authorized by all requisite action. The Person executing this Agreement and the

Ground Lease on behalf of Capital Metro has the authority to do so. This Agreement and the Ground Lease each constitute the legal, valid and binding obligation of Capital Metro enforceable in accordance with its terms, subject to principles of equity.

(d) Not a Foreign Person. Capital Metro is not a “foreign person” within the meaning of Sections 1445 and 7701 of the Internal Revenue Code, as amended, or the regulations promulgated thereunder.

(e) Broker. Except for Oxford Commercial and Cushman Wakefield retained by Capital Metro in connection with the RFP solicitation process, Capital Metro has not authorized any broker or finder to act on its behalf in connection with the transactions contemplated herein and it has not dealt with any broker or finder purporting to act on behalf of any other party.

2.2 Certifications of Master Developer. Master Developer certifies to Capital Metro as of the Effective Date as follows:

(a) Authorization. Master Developer is duly organized and legally existing under the laws of its state of organization. Master Developer is duly qualified to do business in the State of Texas.

(b) Performance. Performance of this Agreement by Master Developer will not result in any breach of, or constitute any default under, any agreement or other instrument to which Master Developer is a party or by which Master Developer might be bound.

(c) Execution. The execution and delivery by Master Developer of, and Master Developer’s performance under, this Agreement and the Ground Lease are within Master Developer’s powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement and the Ground Lease on behalf of Master Developer has the authority to do so. This Agreement and the Ground Lease each constitute the legal, valid and binding obligation of Master Developer enforceable in accordance with its terms, subject to principles of equity.

(d) Broker. Master Developer has not authorized any broker or finder to act on its behalf in connection with the transactions contemplated herein and it has not dealt with any broker or finder purporting to act on behalf of any other party.

(e) Executive Order 13224. Master Developer and all Persons or entities holding any legal or beneficial interest whatsoever in Master Developer are not included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to or otherwise associated with, any of the Persons or entities referred to or described in Executive Order 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended).

2.3 **NO REPRESENTATIONS OR WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING OFFERED FOR LEASE AND DEVELOPMENT HEREUNDER “AS IS”, “WHERE-IS” WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY CAPITAL METRO, EXCEPT AS**

SET FORTH IN SECTION 2.1 ABOVE. CAPITAL METRO HAS NOT MADE AND DOES NOT HEREBY MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY EXCEPT AS SET FORTH IN SECTION 2.1 ABOVE, AND CAPITAL METRO HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN SECTION 2.1 ABOVE. EXCEPT AS SET FORTH IN SECTION 2.1 ABOVE, MASTER DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY CAPITAL METRO OR ANY REPRESENTATIVE OF CAPITAL METRO OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF CAPITAL METRO WITH RESPECT TO THE PROPERTY BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY. MASTER DEVELOPER REPRESENTS THAT IT IS A KNOWLEDGEABLE LESSEE AND DEVELOPER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN LEASING THE PROPERTY AND DEVELOPING THE PROJECT AND ENTERING INTO THIS AGREEMENT.

THE TERMS AND CONDITIONS OF THIS SECTION WILL EXPRESSLY SURVIVE THE TAKEDOWN AND NOT MERGE WITH THE PROVISIONS OF ANY TAKEDOWN DOCUMENT. MASTER DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE A MATERIAL FACTOR IN CAPITAL METRO'S DETERMINATION OF THE CONSIDERATION FOR THE GROUND LEASE OF THE PROPERTY TO MASTER DEVELOPER.

### ARTICLE III. COVENANTS AND AGREEMENTS

#### 3.1 Master Developer's Development Related Covenants.

(a) Project. Master Developer shall develop, design, construct and operate the Project in accordance with Legal Requirements, the Ground Lease and this Agreement. Without limiting the foregoing, Master Developer will comply with the Regulating Plan except to the extent variances are agreed upon by the parties and approved by the City and any other Governmental Authority having jurisdiction. Master Developer and Capital Metro have approved a Conceptual Plan (as defined in the Ground Lease) for the Project as more particularly set forth in the Ground Lease. Master Developer will involve Capital Metro and keep it fully informed throughout the entire design process. Master Developer will include Capital Metro in the development, review and approval of the design of the Project in accordance with the Ground Lease. The preparation, review, approval and delivery of all design documents shall be

undertaken by Master Developer in accordance with the Ground Lease.

(b) Subdivision Plat. Master Developer represents that the Property does not need to be subdivided for purposes of the Ground Lease and the development of the Project pursuant hereto. If Master Developer desires to subdivide the Property, it shall obtain the prior written consent of Capital Metro thereto. Master Developer, at its sole cost and expense, shall be responsible for subdividing and platting the Property in accordance with Legal Requirements, except that Capital Metro shall execute (solely in its capacity as a landowner) all preliminary plans, subdivision plats and related documents (including applications therefor) approved by Capital Metro in its capacity as a landowner. In furtherance of any resubdivision of the Property, Master Developer shall cause its civil engineer to prepare, at Master Developer's sole cost and expense, the preliminary plans, the subdivision plats and related documents (including applications therefor) for the Property and all other civil engineering information and/or documentation necessary to finalize such subdivision plats for approval by Capital Metro in its landowner capacity. Master Developer shall be responsible for any fees or fiscal posting requirements concerning any such subdivision, if applicable. Master Developer, at Master Developer's sole cost and expense, has obtained a land determination status from the City to confirm the foregoing and has provided evidence thereof to Capital Metro.

(c) Zoning. Other than the need for the Zoning Approvals, Master Developer represents that the Property does not need to be rezoned for purposes of the Ground Lease and the development of the Project pursuant hereto. If Master Developer desires to rezone the Property, or portions thereof, it shall obtain the prior written consent of Capital Metro thereto, other than the Zoning Approvals, which do not require consent by Capital Metro. Master Developer, at its sole cost and expense, shall be responsible for any rezoning or zoning variance of the Property, if applicable, to allow the development, construction and operation of the Project, except that Capital Metro shall execute (solely in its capacity as a landowner) any zoning applications or zoning variance and related documents approved by Capital Metro in its capacity as a landowner. In furtherance of any rezoning of the Property, if applicable, Master Developer shall cause its consultants to prepare, at Master Developer's sole cost and expense, all materials, documents or instruments typically generated by the landowner of a property for such zoning process (e.g., the zoning application) for approval by Capital Metro in its landowner capacity. Master Developer shall be responsible for any fees or fiscal posting requirements concerning any such zoning, if applicable.

(d) Development Personnel. Master Developer shall provide all necessary personnel required to develop and construct the Project in accordance with this Agreement and the Ground Lease. Master Developer will cause its personnel, contractors and consultants to devote the time and effort necessary to satisfy its obligations hereunder and under the Ground Lease.

(e) Coordination of Work. Master Developer shall coordinate its work contemplated under this Agreement and the Ground Lease with Capital Metro so as to not interfere with or cause delay in any work of Capital Metro, including, without limitation, the Track Realignment Work, and Master Developer shall otherwise fully cooperate with Capital Metro in the performance of any such work. Master Developer acknowledges the preeminence of the Track Relocation Work.

(f) Licensing and Leasing. Master Developer acknowledges that Master Developer has no possessory or other rights and interests in and to the Property until the Takedown at which time such rights and interests will be as set forth in the Ground Lease.

(g) Living Wage. At a minimum, Master Developer will pay a living wage to all workers in connection with the development and construction of the Project, as more fully provided in Paragraph D of Exhibit G attached hereto.

(h) Worker Protection Terms and Conditions. Master Developer shall comply with the terms and conditions set forth on Exhibit G attached hereto related to worker safety, training and other similar matters for the Project.

(i) Austin Energy Green Building and LEED. Master Developer will achieve (i) as to residential components, a rating under the requirements of the Austin Energy Green Building Program of not less than 2 Stars, (ii) in connection with any office components, LEED core and shell certification (excluding interior tenant finish out space), and (iii) in connection with retail components, either (at Master Developer's option) a rating under the requirements of the Austin Energy Green Building Program of not less than 2 Stars core and shell (excluding interior tenant finish out space) or LEED core and shell certification (excluding interior tenant finish out space).

(j) Residential Parking Spaces. In all market rate (and, if required by Legal Requirements, in affordable rate) residential components of the Project, Master Developer will offer reduced pricing (as reasonably determined by Master Developer consistent with other market discounts in the Surrounding Neighborhood) for residents who do not want parking spaces.

(k) Car Charging Stations. Master Developer will provide not less than eight (8) electric car charging stations in the Project for residents and for commercial visitors at locations determined by Master Developer in accordance with the Ground Lease.

(l) Austin B-Cycle Bike Share Program. Master Developer will make a donation of not less than \$15,000.00 to the Austin B-Cycle Bike Share Program for such additional bike share station(s) located within the Project agreed upon between Master Developer and Capital Metro.

(m) Community Engagement Plan. Master Developer will develop a community engagement, outreach and participation plan and implement same in an active and continuous manner. Master Developer and Capital Metro have approved the plan attached hereto as Exhibit C. Master Developer will seek input from Capital Metro regarding modifications to the approved plan and any such modifications will be subject to Capital Metro's approval.

### 3.2 Master Developer's General Covenants

(a) Single Asset Entity. During the term of this Agreement, Master Developer shall not (i) acquire any real or personal property other than real property within the Property and personal property related to the development, operation and maintenance of the Property, (ii) operate any business other than the development, management and operation of the Property, or

(iii) maintain its assets in a way that would make them difficult to segregate and identify.

(b) Development Team. Master Developer's development team must include Columbus and Endeavor as project partners, subject to removal by a Qualified Equity Investor Entity as a result of customary default and related removal provisions contained in Master Developer's governing documents that are generally consistent with similar equity investment entities. Master Developer shall use all commercially reasonable efforts to keep intact its development team individuals and consultants assigned to perform its responsibilities identified herein and to satisfy its obligations hereunder, including, without limitation, Torti Gallas and Partners, Inc. (master planner/conceptual architect), Michael Hsu Office of Architecture (design architect), JHP (production/MF architect), Casabella Architects (historic architect), Stantec f/k/a Bury, Inc. (civil engineer), TBG (landscape architect), Pink Consulting (community outreach and minority/women/disadvantage business enterprise consultant) and Habitat for Humanity (affordable housing consultant). In the event of changes in personnel, individuals or consultants of substantially equivalent seniority, experience and qualifications will be assigned. Master Developer will provide written notice to Capital Metro of changes in its personnel and consultants and their respective responsibilities and shall furnish to Capital Metro information on the seniority, experience and qualifications of any additional or substituted individuals or consultants. A material part of the consideration for Capital Metro entering into this Agreement is the consultants retained by Master Developer, especially Torti Gallas and Partners, Inc. and Michael Hsu Office of Architecture. Any change of Master Developer's consultants specifically identified above or any other material change of Master Developer's consultants will require the prior written approval of Capital Metro, which approval will be granted or withheld in Capital Metro's Permitted Discretion; provided, however, no consent of Capital Metro shall be required with respect to any change in the consultants for the Project occurring after the consummation of any foreclosure or deed in lieu of foreclosure under any Leasehold Mortgage covering all or any portion of the Property.

(c) Reimbursement of Development-Related Expenses. Master Developer requested that Capital Metro undertake the work described on Exhibit H and Capital Metro, subject to reimbursement by Master Developer, performed such work. Capital Metro has delivered to Master Developer, and Master Developer has received from Capital Metro, an invoice for such work in the amount of \$291,550.18. By not later than June 30, 2017, Master Developer will pay Capital Metro the amount of such invoice (i.e., \$291,550.18) in connection with such work as set forth in Exhibit H. Capital Metro is not obligated to undertake any other work requested by Master Developer, but without limiting Capital Metro's obligations set forth in Section 3.3(b) below.

### 3.3 Capital Metro's Covenants.

(a) Track Realignment. Subject to the reimbursement obligations of Master Developer under Section 3.2(c) above and other than the Rail Crossing and Signalization Work that constitutes a portion of the Track Realignment Work, Capital Metro has as of the Effective Date completed the Track Realignment Work at its sole cost and expense.

(b) Rail Crossing and Signalization Work. After June 1, 2017, Capital Metro will perform and diligently pursue certain rail crossing and signalization work as set forth in the plans



for the Track Realignment to accommodate certain rail crossings contemplated by Master Developer for the development of the Property (the “**Rail Crossing and Signalization Work**”). Capital Metro and Master Developer will reasonably cooperate with each other to establish a mutually agreeable schedule and phasing plan for the Rail Crossing and Signalization Work (including the relocation of the existing signal house on Block 3 and the installation of the crossing on San Marcos Street) in light of the anticipated needs of Master Developer in the construction of the Project, and Capital Metro will use commercially reasonable efforts to complete the Rail Crossing and Signalization Work in accordance with such schedule and phasing plan. Master Developer agrees to reasonably cooperate with Capital Metro in connection with the Rail Crossing and Signalization Work. Notwithstanding anything herein to the contrary, any delay in the completion of the Rail Crossing and Signalization Work or inconvenience suffered by Master Developer during the performance of the Rail Crossing and Signalization Work shall not subject Capital Metro to any liability for any loss or damage resulting therefrom or entitle Master Developer to any credit, abatement or adjustment of any sums payable under this Agreement or the Ground Lease.

#### 3.4 Existing Occupancy Agreements.

(a) Acknowledgement. Master Developer acknowledges that portions of the Property are currently occupied by Existing Occupants pursuant to the applicable Existing Occupancy Agreements.

(b) Pegalo Temporary License Agreement. Master Developer acknowledges the Ground Lease and Property are encumbered by the Pegalo Temporary License Agreement. The Pegalo Temporary License Agreement provides that the Pegalo Temporary License Agreement may be terminated effective as of thirty (30) days after Capital Metro notifies Pegalo in writing of the termination of the Pegalo Temporary License Agreement. As of the Effective Date, Capital Metro will deliver to Pegalo written notice of termination of the Pegalo Temporary License Agreement to be effective thirty (30) days after the Effective Date (the “**Pegalo Termination Date**”). If Pegalo fails to vacate the portion of the Property licensed to Pegalo pursuant to the Pegalo Temporary License Agreement by 5:00 p.m. CST on the Pegalo Termination Date, Capital Metro will, in the exercise of its commercially reasonable discretion, promptly exercise any remedies, including self-help remedies, that are set forth in the Pegalo Temporary License Agreement to cause Pegalo to vacate such portion of the Property. Capital Metro hereby assigns to Master Developer the non-exclusive right to exercise the foregoing remedies if Master Developer chooses to do so, but Master Developer, as ground lessee, is not required to do so, but if it chooses to do so, Master Developer shall reasonably coordinate its exercise of such rights with Capital Metro. The parties agree that the rights set forth in this **Section 3.4(b)** and the enforcement thereof are the sole and exclusive rights and remedies of the parties with respect to the Pegalo Temporary License Agreement, the termination of the Pegalo Temporary License Agreement and any matters otherwise related to the Pegalo Temporary License Agreement. Without limiting the generality of the foregoing, (i) it shall not be a default by Capital Metro or Master Developer under this Agreement or the Ground Lease if Pegalo does not vacate the portion of the Property licensed to Pegalo pursuant to the Pegalo Temporary License Agreement as provided in **Section 3.4(b)** above, and there shall be no obligations or liabilities arising therefrom notwithstanding any provision of this Agreement or the Ground Lease to the contrary, (ii) Master Developer’s sole remedy will be to exercise the self-help

remedies described above, and (iii) neither Capital Metro nor Master Developer shall have any obligation to file or pursue any litigation or pay any amounts in connection with Pegalo's failure vacate such portion of the Property as provided in Section 3.4(b) above.

(c) Billboard Agreement Termination. Master Developer acknowledges the Ground Lease and Property are encumbered by the Billboard Agreement and that Capital Metro has entered into that certain Settlement Agreement dated effective as of November 1, 2016, with Billboard Licensee regarding the termination of the Billboard Agreement ("**Billboard Termination Agreement**"). The Billboard Termination Agreement provides that the Billboard Agreement terminates effective as of the later of (i) October 31, 2016, (ii) thirty (30) days after Capital Metro notifies Billboard Licensee ("**Billboard Termination Notice**") in writing of the date that excavation of the portion of the Property on which the Billboard is located is reasonably expected to commence (the "**Expected Excavation Commencement Date**"), or (iii) seven (7) days before the Expected Excavation Commencement Date as set forth in the Billboard Termination Notice (the date on which the later of these contingencies occurs is the "**Billboard Termination Date**"). In accordance with the terms of the Billboard Termination Agreement, by no later than 5:00 p.m. CST on the Billboard Termination Date, Billboard Licensee is required, at its sole cost and expense, to remove the Billboard and all associated improvements (including all associated utilities) and to disconnect all utility service to the Billboard. Pursuant to the Billboard Termination Agreement Billboard Licensee has previously executed and delivered to the Title Company in escrow (pursuant to an escrow agreement executed and delivered by Capital Metro, Billboard Licensee and the Title Company to each other) an original release of the Billboard Agreement in recordable form. The Billboard Termination Agreement provides that the Title Company is authorized to record such original release in the Official Public Records of Travis County, Texas, without further authorization or acknowledgment by Billboard Licensee or Capital Metro upon the expiration of three (3) Business Days after Capital Metro provides written notice to the Title Company and Billboard Licensee stating that the Billboard Termination Date has occurred, unless Billboard Licensee, in good faith, provides written notice to the Title Company and Capital Metro within such three (3) Business Day period disputing Capital Metro's statement.

(d) Billboard Removal. If Billboard Licensee fails to remove the Billboard and all associated improvements (including all associated utilities) and to disconnect all utility service to the Billboard by 5:00 p.m. CST on the Billboard Termination Date, upon written notice from Master Developer, Capital Metro will promptly (subject to procurement procedures by Capital Metro as required by Legal Requirements after such notice) exercise its self-help remedies that are set forth in the Billboard Termination Agreement for removal of the Billboard and all associated improvements (including all associated utilities) after termination of the Billboard Agreement. The Billboard Termination Agreement permits any ground lessee of Capital Metro to exercise the foregoing remedies if it chooses to do so, but Master Developer, as ground lessee, is not required to do so, but if it chooses to do so, Master Developer shall reasonably coordinate its exercise of such rights with Capital Metro. The parties agree that the rights set forth in this Section 3.4(d) and the enforcement thereof are the sole and exclusive rights and remedies of the parties with respect to the Billboard Agreement, the termination of the Billboard Agreement and any matters otherwise related to the Billboard Agreement. Without limiting the generality of the foregoing, (i) it shall not be a default by Capital Metro or Master Developer under this Agreement or the Ground Lease if Billboard Licensee does not remove the Billboard as provided

in Section 3.4(c) above, and there shall be no obligations or liabilities arising therefrom notwithstanding any provision of this Agreement or the Ground Lease to the contrary, other than Capital Metro's obligation to exercise its self-help remedies to remove the Billboard and all associated improvements as provided above, (ii) in the event Capital Metro does not exercise the self-help remedies described above to remove the Billboard, Master Developer's sole remedies will be to seek an action for specific performance against Capital Metro to cause Capital Metro to exercise its self-help remedies that are set forth in the Billboard Termination Agreement for removal of the Billboard and all associated improvements (including all associated utilities) after termination of the Billboard Agreement, and (iii) neither Capital Metro nor Master Developer shall have any obligation to file or pursue any litigation or pay any amounts in connection with Billboard Licensee's failure to remove the Billboard and all associated improvements as provided in Section 3.4(c) above. Notwithstanding the foregoing or any provision of the Ground Lease, if (X) the Billboard and all associated improvements are not removed from the Property after the date that is forty-five (45) days after the Billboard Termination Date (the "**Billboard Delay Date**") and (Y) Master Developer does not Commence Project Work on Block 1 (or, if at such time, Master Developer has Commenced Project Work or Commenced Construction on Block 1, Master Developer ceases to pursue such project work or construction on Block 1) after the Billboard Delay Date as a result of the Billboard and all associated improvements having not been removed (i.e., but for such removal, Master Developer could have Commenced Project Work or continued project work and/or construction on Block 1, as the case may be), then, with respect to the period during which Master Developer does not conduct any project work or construction on Block 1 between the Billboard Delay Date and the date the removal of the Billboard and all associated improvements occurs (or the date such removal would have occurred, but for any Master Developer Caused Delays) (such period, the "**Billboard Delay Period**"), the Rent Commencement Date and the Milestone Deadlines will be extended on a day-for-day basis for each day in the Billboard Delay Period; provided, however, that notwithstanding anything in the Ground Lease to the contrary, (I) during the period between the originally scheduled Rent Commencement Date and the actual Rent Commencement Date, Tenant shall pay all Rent that would have otherwise accrued during such period as if the Rent Commencement Date had occurred as originally scheduled under the Ground Lease except for 33.7% of the Base Rent for each day in such period (being the parties reasonable allocation of daily Base Rent associated with Block 1), (II) if the Rent Commencement Date is extended beyond more than ninety (90) days, then the first Lease Year shall be extended to include at least one (1) full calendar year and the Term of the Ground Lease shall likewise be extended to include ninety-nine (99) Lease Years, and (III) at the request of Master Developer or Capital Metro, the parties will add to the Base Rent Memo attached to the Ground Lease as Exhibit R statements of fact regarding this provision.

#### ARTICLE IV. PROPERTY TAKEDOWN AGREEMENTS

4.1 Takedown Agreement and Timing. The Takedown will be accomplished in accordance with this Article and Article V on the Effective Date.

4.2 Takedown Conditions.

(a) Capital Metro's Takedown Conditions. Capital Metro's Takedown obligations are subject to the fulfillment of each of the following conditions, which may be waived in Capital Metro's sole discretion:

(i) Certifications and Agreements. The certifications of Master Developer contained herein shall be materially true, accurate and correct as of the Takedown Date. Master Developer has performed all the material agreements to be performed by Master Developer as of the Takedown Date.

(ii) No Event of Default. No Master Developer Bankruptcy Event, Event of Default or Potential Event of Default exists.

(iii) Subdivision. Only if applicable, a subdivision plat acceptable to Capital Metro (in its landowner capacity) has been approved by all applicable Governmental Authorities and recorded for the Property and/or Excluded Property (or portions thereof). If a subdivision plat is not applicable, then Capital Metro must have received a land determination status for the Property and Excluded Property in a form acceptable to Capital Metro.

The consummation of the Takedown by Capital Metro shall evidence satisfaction (or Capital Metro's waiver) of the conditions set forth in this Section 4.2(a).

(b) Master Developer's Takedown Conditions. Master Developer's Takedown obligations are subject to the fulfillment of each of the following conditions, which may be waived in Master Developer's sole discretion:

(i) Certifications and Agreements. The certifications of Capital Metro contained herein shall be materially true, accurate and correct as of the Takedown Date. Capital Metro has performed all the material agreements to be performed by Capital Metro as of the Takedown Date.

(ii) No Event of Default. No Capital Metro Event of Default or Potential Event of Default exists.

The consummation of the Takedown by Master Developer shall evidence satisfaction (or Master Developer's waiver) of the conditions set forth in this Section 4.2(b).

4.3 Title Binder and Survey. Master Developer has received and approved the Title Binder. Master Developer shall be responsible for obtaining any updates to the Title Binder. Master Developer has obtained and provided to Capital Metro a survey of the Property and Excluded Property. Master Developer has no right to object to any matters reflected by the Title Binder and/or survey or any right to terminate this Agreement based on the same. The Property will be leased under the Ground Lease subject to general real estate taxes on the Property for the current year, Legal Requirements, the terms of the Ground Lease, all exceptions to title coverage set forth in the Title Binder, any and all matters that would be disclosed in a current, accurate survey of the Property.

ARTICLE V.  
PROPERTY TAKEDOWN

5.1 The Takedown. The Takedown will take place at the offices of the Title Company on the Effective Date. At the Takedown the following will occur, each of which will be a concurrent condition to the Takedown:

(a) Capital Metro's Takedown Obligations. At the Takedown, Capital Metro shall:

(i) Deliver to the Title Company the duly executed Ground Lease.

(ii) Deliver to the Title Company a duly executed Memorandum of Ground Lease to be recorded in the Official Public Records of Travis County, Texas.

(iii) Deliver such other documentation or instruments as reasonably required by the Title Company for the Takedown to occur in accordance with this Agreement, including evidence reasonably required by the issuer of the Title Binder necessary for Master Developer to obtain title coverage on the Leasehold Estate.

(b) Master Developer's Takedown Obligations. At the Takedown, Master Developer shall:

(i) Deliver to the Title Company a duly executed Ground Lease.

(ii) Deliver to the Title Company a duly executed Memorandum of Ground Lease.

(iii) Deliver such other documentation or instruments as reasonably required by the Title Company for the Takedown to occur in accordance with this Agreement.

(c) Taxes and Assessments. Real estate taxes and assessments, if any, concerning the Property for the calendar year of Takedown, will be payable by Master Developer in accordance with the Ground Lease.

(d) Closing Costs. Master Developer will pay all closing costs (e.g., title insurance, survey, inspection fees, Master Developer's attorneys' fees, financing fees, recording fees and escrow fees) in connection with the Takedown, excluding, however, Capital Metro's legal fees and any commissions or fees Capital Metro has agreed to pay to brokers pursuant to the terms of separate agreements.

(e) Brokers. To the extent permitted by applicable Legal Requirements, Capital Metro agrees to indemnify and hold harmless Master Developer from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Capital Metro or on its behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby. Master Developer agrees to indemnify and hold harmless Capital Metro from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have

been made by Master Developer or on its behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section will survive the Takedown and any expiration or termination of this Agreement.

ARTICLE VI.  
RESERVED

ARTICLE VII.  
INSURANCE AND INDEMNITY

7.1 Insurance.

(a) General. Master Developer shall carry and maintain throughout the term of this Agreement the following insurance policies:

(i) Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 401) and minimum policy limits for employers liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. Capital Metro agrees that it will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

(ii) Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles, which Master Developer, or its agents or contractors on Master Developer's behalf, will utilize with respect to the Property in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial General Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, products and completed operations with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse and underground (X, C & U) coverage.

(iv) For consultants/subconsultants providing professional design and engineering services under this Agreement, Professional Liability Insurance with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured.

(b) Special Requirements. Master Developer will not cause any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to Sections

7.1(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do business in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A/VIII or better or otherwise acceptable to Capital Metro. Additionally with respect to Sections 7.1(a)(i) and (ii), all policies will contain a provision in favor of Capital Metro waiving subrogation or other rights of recovery against Capital Metro, to the extent available under Legal Requirements, and will be endorsed to provide Capital Metro with a 30-day notice of cancellation. Capital Metro will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by Capital Metro being excess and non-contributing. Master Developer will submit a certificate of insurance to Capital Metro providing evidence of insurance coverage required by this Agreement. Master Developer will be responsible for (i) overseeing its contractors and consultants with respect to such contractors' and consultants' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such contractors' and consultants' insurance certificates evidencing the insurance coverages required hereunder.

(c) Additional Insured. The certificate of insurance and all endorsements (e.g., additional insured), waivers (e.g., waiver of subrogation), and notices of cancellation shall indicate Capital Metropolitan Transportation Authority, Risk Management Department, Attn: Mike Nyren, P. O. Box 6308, Austin, Texas 78762-6308, or such other address as Capital Metro may notify Master Developer in writing.

(d) Cost. Master Developer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Master Developer. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Master Developer or Capital Metro under this Agreement. Self-insurance is only allowed with the written approval of Capital Metro, which it may grant or withhold in its sole discretion.

## 7.2 Indemnity and Release.

(a) Indemnity. Master Developer will indemnify and hold Capital Metro and its respective officers, directors, employees and agents harmless from, and reimburse Capital Metro and its respective officers, directors, contractors, employees and agents (collectively, "**Capital Metro Parties**") for and with respect to, all claims, demands, actions, damages, losses, liabilities, judgments, costs and expenses, including, without limitation, reasonable legal fees and court costs (each a "**Claim**") which are suffered by, recovered from or asserted against Capital Metro or its respective officers, directors, employees and agents to the extent any such Claim arises from or in connection with (i) any Master Developer Event of Default, and (ii) any negligent or wrongful act or omission of Master Developer or any officers, directors, agents, contractors, representatives or employees of Master Developer with respect to this Agreement, the RFP Response, and the negotiation of this Agreement; provided, however, such indemnification, defense and hold harmless does not include any Claim to the extent caused by the established or admitted negligent or wrongful act or omission of Capital Metro or any Capital Metro Parties. For the avoidance of doubt, with respect to any Master Developer Event of Default, the intention of the parties is that, as between Capital Metro and Master Developer,

Capital Metro's remedies against Master Developer as a result of such Event of Default shall be the remedies set forth in Section 8.2 below and not a claim for indemnity under this Section 7.2(a) (except to the extent that there are third-party Claims arising out of such Master Developer Event of Default, in which case Capital Metro is entitled to a claim for indemnity under this Section 7.2(a)).

(b) Claims. If Capital Metro notifies Master Developer of any Claim, Master Developer shall assume on behalf of Capital Metro and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Master Developer but reasonably satisfactory to Capital Metro; provided, that Capital Metro has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Master Developer and Capital Metro, and Capital Metro has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Master Developer, then Capital Metro has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on its own behalf, and Master Developer shall pay or reimburse Capital Metro for all reasonable legal fees and costs incurred by Capital Metro because of the selection of such separate counsel. If any Claim arises as to which the indemnity provided for in this Section applies, and Master Developer fails to assume within fifteen (15) days after being notified of the Claim the defense of Capital Metro, then Capital Metro may contest (or settle, with the prior written consent of Master Developer, which consent will not be unreasonably withheld, conditioned or delayed) the Claim at Master Developer's expense using counsel selected by Capital Metro; provided, that if any such failure by Master Developer continues for ninety (90) days or more after Master Developer is notified thereof, no such contest need be made by Capital Metro and settlement or full payment of any Claim may be made by Capital Metro without Master Developer's consent and without releasing Master Developer from any obligations to Capital Metro under this Section so long as, in the written opinion of reputable counsel to Capital Metro, the settlement or payment in full is clearly advisable. If the applicable Claim is covered by insurance maintained by Master Developer pursuant to this Agreement, then (i) Capital Metro agrees to reasonably cooperate with the requirements of the applicable insurance company whose insurance relates to the Claim, and (ii) if Capital Metro retains its own counsel pursuant to the above, then Master Developer's obligation to reimburse Capital Metro for reasonable legal fees and costs incurred by Capital Metro because of the selection of such separate counsel shall only be to the extent covered by such insurance.

(c) Capital Metro Indemnity Obligations. Capital Metro shall (a) use its reasonable efforts to provide prompt written notice to Master Developer of a Claim, and (b) reasonably cooperate with Master Developer in the investigation and defense of a Claim.

(d) Survival. The provisions of this Section 7.2 will survive the expiration or earlier termination of this Agreement.

## ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES

8.1 Events of Default – Master Developer. The following constitute Events of



Default by Master Developer:

(a) Failure to Pay. Master Developer fails to pay any amount required to be paid hereunder when due which failure continues ten (10) days after Capital Metro gives written notice to Master Developer of such failure.

(b) Breach of Certifications. Any of Master Developer's certifications contained in this Agreement is false, misleading, or erroneous in any material respect at the time made.

(c) Failure to Perform Obligations. Without limiting any other provision of this Section, Master Developer fails to perform any other obligations or duties provided in this Agreement within thirty (30) days after the date of written demand by Capital Metro to Master Developer to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Master Developer fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred fifty (150) days after the date of the written demand.

(d) Insurance. Master Developer fails to maintain (or cause to be maintained) the insurance required under Section 7.1 hereof.

(e) Assignment. Master Developer violates the terms of Section 9.16 hereof, which violation is not cured within thirty (30) days after written notice from Capital Metro; provided, no such notice and cure rights shall be afforded to Master Developer in the event of an Assignment to a Prohibited Transferee (as defined in the Ground Lease).

(f) Ground Lease. Master Developer commits an "Event of Default" as defined under the Ground Lease.

(g) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Master Developer, either in a proceeding brought by Master Developer or in a proceeding brought against Master Developer, and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or Master Developer consents to or acquiesces in such appointment or possession. Master Developer files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against Master Developer under any Applicable Bankruptcy Law and such petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming Master Developer is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Master Developer.

8.2 Remedies of Capital Metro. Upon the occurrence and during the continuance of an Event of Default by Master Developer, but subject to the Leasehold Mortgagee protection and cure rights as set forth in Section 15.3 of the Ground Lease with respect to the Phase I Construction Leasehold Mortgagee (as defined below), Capital Metro may exercise any one or more of the following remedies as well as any other remedies available at equity or in law:

(a) Specific Performance. Capital Metro may institute an action for specific performance, to the extent permitted by Legal Requirements.

(b) Damages. Capital Metro may pursue a claim against Master Developer for damages.

(c) Assignment. In the event of a termination of this Agreement and the Ground Lease (and only in such event), Capital Metro may cause Master Developer to assign to another Person all or a portion of its rights and obligations without any representations or warranties under (i) this Agreement and the Ground Lease, (ii) to the extent assignable, under any and all contracts or agreements entered into by Master Developer concerning the design, development and construction of the Property, provided such assignee assumes such rights and obligations, and (iii) all marketing and informational materials prepared for, or on behalf of, Master Developer, including without limitation, all intellectual property and website domains.

(d) Tolling of Other Obligations. Capital Metro may toll performance of its obligations under this Agreement and the Ground Lease and any required time for performance thereof will be extended by the number of days the Master Developer Event of Default exists.

8.3 Events of Default – Capital Metro. The following constitute Events of Default by Capital Metro:

(a) Failure to Perform Obligations. Without limiting any other provision of this Section, Capital Metro fails to perform any obligations and duties provided in this Agreement within thirty (30) days after the date of written demand by Master Developer to Capital Metro to perform such obligation and duty, or, in the case of a default not susceptible of cure within thirty (30) days, Capital Metro fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred fifty (150) days after the date of the written demand.

(b) Breach of Certifications. Any of Capital Metro's certifications contained in this Agreement is false, misleading, or erroneous in any material respect at the time made.

8.4 Remedies of Master Developer. Upon the occurrence of an Event of Default by Capital Metro, Master Developer has, as Master Developer's sole and exclusive remedies, the remedies set forth below:

(a) Specific Performance. Master Developer may institute an action against Capital Metro for specific performance, to the extent permitted by Legal Requirements.

(b) Tolling of Other Obligations. Master Developer may toll performance of its obligations under this Agreement and under the Ground Lease and any required time for performance thereof will be extended by the number of days the Capital Metro Event of Default exists.

(c) Reimbursement of Expenses. If it is finally judicially determined that this Agreement and the Ground Lease are terminated as a result of Capital Metro's knowing and intentional Event of Default of this Agreement, then Master Developer may pursue a claim

against Capital Metro to receive reimbursement from Capital Metro of Master Developer's actual out-of-pocket third-party costs incurred as part of Master Developer's efforts with respect to the Project, subject to a cap of \$1,500,000.00, provided that Master Developer shall notify Capital Metro of such claim, if at all, within the thirty (30) day period following the Event of Default under this Agreement.

**EXCEPT AS SET FORTH ABOVE, MASTER DEVELOPER WAIVES ANY RIGHT OR CLAIM OF MONETARY DAMAGES OR EQUITABLE RELIEF AGAINST CAPITAL METRO FOR ANY CAPITAL METRO EVENT OF DEFAULT.**

8.5 Rights and Remedies Are Cumulative. Except as set forth in Section 8.4 above, the rights and remedies of the parties to this Agreement are cumulative and the exercise by either party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

8.6 Plans and Data. Immediately upon any termination of this Agreement, Master Developer shall deliver to Capital Metro copies of any and all documents, studies, reports, cost estimates, plans and specifications in the possession of, or available to, Master Developer, for the Project.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Notices. Formal notices, demands and communications between the parties will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Master Developer: PLAZA SALTILLO TOD, LP  
c/o Endeavor Real Estate Group, Ltd.  
500 W. 5<sup>th</sup> Street, Suite 700  
Austin, Texas 78701  
Attention: Jason Thumlert

with a copy to: PLAZA SALTILLO TOD, LP  
c/o Columbus Realty Partners, Ltd.  
8343 Douglas Avenue, Suite 360  
Dallas, Texas 75225  
Attention: Robert Shaw

and: Lionstone Investments  
100 Waugh Drive, Suite 600  
Houston, Texas 77007  
Attention: John Schaefer

and: Metcalfe Wolff Stuart & Williams, LP  
221 W. 6th Street, Suite 1300  
Austin, Texas 78701  
Attention: David A. Wolff

and: Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
Attention: Mike McWilliams

and: Jackson Walker LLP  
1401 McKinney Street, Suite 1900  
Houston, Texas 77010  
Attention: Kurt D. Nondorf

Capital Metro: Capital Metropolitan Transportation Authority  
2910 East Fifth Street  
Austin, Texas 78702  
Attention: Vice President Real Estate

with a copy to: Capital Metropolitan Transportation Authority  
2910 East Fifth Street  
Austin, Texas 78702  
Attention: CEO/President

with a copy to: Capital Metropolitan Transportation Authority  
2910 East Fifth Street  
Austin, Texas 78702  
Attention: Chief Counsel

and: DuBois, Bryant & Campbell, LLP  
303 Colorado Street, Suite 2300  
Austin, Texas 78701  
Attention: Rick Reed and Travis Siebeneicher

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail two (2) Business Days following deposit of such instrument in the United States Mail.

9.2 Limitation on Liability. No member, partner, officer, official or employee of

Capital Metro or Master Developer shall be personally liable to the other party for any default or breach by either party, or for any amount which may become due to either party, or on any obligations under the terms of this Agreement.

9.3 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Master Developer and Capital Metro has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Master Developer and Capital Metro are not, and shall not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

9.4 Severability. If any term(s) or provision(s) of this Agreement or the application of any term(s) or provision(s) of this Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) of this Agreement to other situations, shall remain in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either Capital Metro or Master Developer of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then Capital Metro and Master Developer shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to Capital Metro and Master Developer.

9.5 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Master Developer and Capital Metro, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.6 Entire Agreement. This Agreement and all the documents, agreements, exhibits and schedules referenced herein constitute the entire understanding and agreement of the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

9.7 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall be in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

9.8 Time of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

9.9 Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

9.10 Venue. Venue for any action under this Agreement shall be in the federal and state courts sitting in Travis County, Texas.

9.11 Interest. If either party fails to pay any amount under this Agreement when it is due, that amount will bear interest from the date it is due until the date it is paid at the lesser of 18% per annum or the maximum rate of interest permitted under Legal Requirements.

9.12 No Third Party Beneficiaries. Capital Metro and Master Developer hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

9.13 Counterparts. This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one (1) single instrument.

9.14 Time of Performance. All performance dates (including without limitation cure dates) expire at 5:00 p.m. Central Time, on the performance or cure date. A performance or cure date which falls on a day other than a Business Day is deemed extended to the next Business Day.

9.15 Estoppel Certificates. Upon 30 days' prior written notice and not more than twice in any 12-month period, Capital Metro and Master Developer each agree to sign and deliver to the other party a statement certifying (a) that this Agreement is unmodified and in full force and effect (or, if that is not the case, so stating and setting forth any modifications), (b) that, to the responding party's knowledge, the requesting party is not in breach of this Agreement (or, if that is not the case, so stating and setting forth any alleged breaches), and (c) any other information reasonably related to the status of this Agreement. The certificate (i) may only be relied upon by the party requesting the certificate and any parties that are specifically identified by name in the request and that are either acquiring an interest in the Leasehold Estate (as defined in the Ground Lease) or providing Financing (as defined in the Ground Lease) in accordance with the terms of the Ground Lease, (ii) may only be used to estop the responding party from claiming that the facts are other than as set forth in the certificate, and (iii) may not be relied upon by any Person, even if named in such estoppel certificate, who knows or should know that the facts are other than as set forth in such certificate.

9.16 Successors and Assigns.

(a) General. Master Developer is prohibited from assigning its interests in this Agreement without the prior written consent of Capital Metro, which consent may be granted or denied in the sole and absolute discretion of Capital Metro. If Capital Metro desires to assign this Agreement, then (i) Capital Metro shall assign this Agreement and the Ground Lease to the same Person (or Affiliates of the same Person), (ii) such assignment shall be conducted in accordance with all applicable Legal Requirements, and (iii) to the extent such assignment requires a bidding process, Master Developer shall not be prohibited by Capital Metro from participating in such bidding process (unless such participation is prohibited by Legal Requirements). This Agreement will be binding

upon and inure to the benefit of the permitted successors and assigns of Capital Metro and Master Developer, and where the terms "Master Developer" or "Capital Metro" are used in this Agreement, they mean and include their respective permitted successors and assigns.

(b) Bankruptcy. If, pursuant to Applicable Bankruptcy Law, Master Developer (or its successor in interest hereunder) is permitted to assign this Agreement in disregard of the restrictions contained in this Agreement (or if this Agreement shall be assumed by a trustee for such Person), the trustee or assignee shall cure any Event of Default under this Agreement and shall provide adequate assurance of future performance by the trustee or assignee, including (i) the source of performance of Master Developer's obligations under this Agreement for which adequate assurance shall mean the deposit of cash or equivalent security with Capital Metro in an amount equal to the sum of 20% of Master Developer's estimated remaining monetary obligations under this Agreement, which deposit shall be held by Capital Metro, without interest, as security for the full and faithful performance of all of the obligations under this Agreement on the part of Master Developer yet to be performed; (ii) that the trustee's or assignee's development expertise with respect to mixed use urban developments is at least equal to that of Master Developer as of the Effective Date, and (iii) that the use of the Property shall be in accordance with the terms hereof and, further, shall in no way diminish the reputation of the Property as a "Class A" mixed use urban development or impose any additional burden upon the Property or increase the services, if any, to be provided by Capital Metro. If all Events of Default are not cured and such adequate assurance is not provided within 90 days after there has been an order for relief under Applicable Bankruptcy Law, then this Agreement shall be deemed rejected, Master Developer or any other Person in possession shall immediately vacate the Property and Capital Metro shall have no further liability to Master Developer or any Person claiming through Master Developer or any trustee under this Agreement.

(c) Collateral Assignment to Phase I Construction Leasehold Mortgagee. Notwithstanding Section 9.16(a) above to the contrary, Master Developer may collaterally assign this Agreement with respect to Phase I only to a Leasehold Mortgagee providing Construction Financing for Phase I (such Leasehold Mortgagee referred to herein as the "**Phase I Construction Leasehold Mortgagee**") concurrent and in conjunction with a collateral assignment of the Ground Lease with respect to Phase I to such Phase I Construction Leasehold Mortgagee in accordance with Articles XIV and XV of the Ground Lease without Capital Metro's prior written consent; provided however, in connection with any such collateral assignment and if requested by Capital Metro, the Phase I Construction Leasehold Mortgagee, Master Developer and Capital Metro must enter into a joinder of this Agreement by the Phase I Construction Leasehold Mortgagee in a form acceptable to said parties.

9.17 No Recording/Filing. Neither party will record or file this Agreement or any memorandum thereof in any public recording office.

9.18 Effect of Master Developer Caused Delays. If Capital Metro is delayed, hindered, or prevented from performance of any of its obligations under this Agreement by reason of Master Developer Caused Delays, the time for performance of such obligation is automatically

extended for the period of such delay.

9.19 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, Capital Metro and Master Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Takedown or at such other time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

9.20 Consents and Approvals. Unless expressly stated otherwise herein (e.g., in instances where Capital Metro is authorized to exercise Capital Metro's Permitted Discretion, which shall be governed by the following provisions of this **Section 9.20**), Capital Metro's consent or approval (or similar action) shall be in Capital Metro's sole and absolute discretion. Unless expressly stated otherwise in this **Section 9.20** to the contrary, any approval, agreement, clarification, determination, consent, waiver, estoppel certificate, estimate or joinder by Capital Metro required hereunder may be given by the President/CEO of Capital Metro or its designee; provided however, except for clarifications, minor amendments and minor modifications, the President/CEO of Capital Metro does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the Board of Directors of Capital Metro. As used herein, "**Capital Metro's Permitted Discretion**" means: (a) if (i) Legal Requirements applicable to decisions made by Capital Metro require that the consent or approval (or similar action) be approved by Capital Metro's Board of Directors or (ii) the action is any substantial modification or amendment of this Agreement and not a clarification or minor amendment or modification, then the sole and absolute discretion of the Board of Directors; or (b) if the consent or approval (or similar action) is to be made by the President/CEO of Capital Metro or its designee, then the good faith, non-arbitrary discretion of the applicable decision maker, which shall be interpreted and construed from the perspective of a governmental entity where such governmental entity is regulated by, and subject to, various Legal Requirements.

9.21 Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of Capital Metro and Master Developer, errors are made in this Agreement in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

9.22 Governmental Immunity. **CAPITAL METRO IS A GOVERNMENTAL AGENCY ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS. NOTHING CONTAINED HEREIN SHALL BE DEEMED A WAIVER OF ANY RIGHTS OR PRIVILEGES AFFORDED GOVERNMENTAL ENTITIES UNDER THE LAWS OF THE STATE OF TEXAS OR THE TEXAS CONSTITUTION, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.23 BELOW.**

9.23 LIMITED WAIVER OF GOVERNMENTAL IMMUNITY. **EXCEPT AS OTHERWISE PROVIDED BY LAW AND ONLY TO THE EXTENT PERMITTED BY**



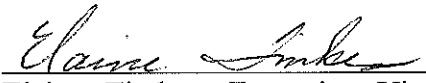
LAW, INCLUDING, BUT NOT LIMITED TO, SECTION 271.152, AS APPLICABLE, OF THE TEXAS LOCAL GOVERNMENT CODE, CAPITAL METRO VOLUNTARILY WAIVES ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY MASTER DEVELOPER SEEKING ONLY THE REMEDIES SPECIFIED IN THIS AGREEMENT AS A RESULT OF A DEFAULT BY CAPITAL METRO UNDER THIS AGREEMENT BEYOND APPLICABLE NOTICE AND CURE PERIODS. CAPITAL METRO DOES NOT OTHERWISE WAIVE IMMUNITIES EXISTING UNDER LEGAL REQUIREMENTS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT AS A RESULT OF A DEFAULT BY CAPITAL METRO UNDER THIS AGREEMENT BEYOND APPLICABLE NOTICE AND CURE PERIODS. CAPITAL METRO EXPRESSLY RETAINS THE RIGHT TO ASSERT AND RELY UPON ANY ADJUDICATION PROCEDURES, INCLUDING REQUIREMENTS FOR SERVING NOTICES OR ENGAGING IN ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS BEFORE BRINGING A SUIT OR AN ARBITRATION PROCEEDING, THAT ARE STATED IN THIS AGREEMENT OR THAT ARE ESTABLISHED BY CAPITAL METRO AND EXPRESSLY INCORPORATED BY REFERENCE. CAPITAL METRO DOES NOT WAIVE AND EXPRESSLY RETAINS THE RIGHT TO ASSERT ANY OTHER DEFENSES OR LIMITATIONS ON DAMAGES OTHER THAN THE BAR OF GOVERNMENTAL IMMUNITY AS SET FORTH IN THIS LIMITED WAIVER.

[END OF TEXT-SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CAPITAL METRO:

**CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY,**  
a public political subdivision of the State of Texas

By:   
Elaine Timbes, Executive Vice President  
and Chief Operating Officer

APPROVED AS TO FORM:

By:   
Kerri L. Butcher, Chief Counsel

[Signature Block Continues on Following Page]

MASTER DEVELOPER:

PLAZA SALTILLO TOD, LP, a Delaware limited partnership

By: COL-E Saltillo GP, LLC, a Texas limited liability company, its general partner

By: KERP  
Name: Kirk A Rudy  
Title: GP

Executed by the parties below to evidence their consent to Section 1.5 of this Agreement.

CERCO DEVELOPMENT, INC., a Texas corporation

By: KERP  
Name: Kirk A. Rudy  
Title: GP

COLUMBUS REALTY PARTNERS, LTD.,  
a Texas limited partnership

By: Columbus G.P., Inc., a Texas corporation,  
General Partner

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

MASTER DEVELOPER:

PLAZA SALTILLO TOD, LP, a Delaware limited partnership

By: COL-E Saltillo GP, LLC, a Texas limited liability company, its general partner

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

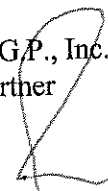
Executed by the parties below to evidence their consent to **Section 1.5** of this Agreement.

CERCO DEVELOPMENT, INC., a Texas corporation

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

COLUMBUS REALTY PARTNERS, LTD.,  
a Texas limited partnership

By: Columbus G.P., Inc., a Texas corporation,  
General Partner

By:   
Name: ROBERT SHAW  
Title: PRESIDENT

**EXHIBIT A**

Property

[Attached]

## FIELD NOTES FOR 6.819 ACRES OF LAND

DESCRIPTION OF 6.819 ACRES (297,032 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 8 THROUGH 44, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, OUT OF OUTLOTS 1 AND 2, DIVISION "O", OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, ACCORDING TO THE MAP OR PLAT OF SAID GOVERNMENT OUTLOTS DATED JANUARY 1840, ON FILE IN THE GENERAL LAND OFFICE, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCELS 1, 2, 3 AND 4 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND THAT PORTION OF BRUSHY STREET VACATED AND CONVEYED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN DOCUMENT NO. 2015202067, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 6.819 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southeast corner of this tract, said Lot 44, and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 4 tract, same being in the west line of Waller Street and the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,886.20, E=3,117,953.84, from which a 1/2" iron rod found at the southwest corner of Lot 45 in said Central ROW subdivision and the southwest corner of Parcel 5 in said CapMetro deed recorded in said Volume 10703, Page 972, same being in the east line of Waller Street, bears S69°38'09"E 60.00 feet;

THENCE, with the south line of this tract, the following thirteen (13) courses, numbered 1 through 13:

1. with the south line of said Lots 44 through 34 and said CapMetro Parcel 4 tract and the north line of Fourth Street, N69°21'54"W 281.25 feet to a calculated point at the southwest corner of said Lot 34 and said CapMetro Parcel 4 tract, same being in the east line of Medina Street, from which a 1/2" iron rod found bears S37°02'56"W 1.36 feet;
2. with the west line of said Lot 34 and said CapMetro Parcel 4 tract and the east line of Medina Street, N20°45'15"E 100.00 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of said Lot 34;
3. with a north line of Medina Street, N69°21'54"W 60.00 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of said Lot 33, same being in the east line of said CapMetro Parcel 3 tract and the west line of Medina Street;

6.819 AC.

4. with the east line of said Lot 33 and said CapMetro Parcel 3 tract and the west line of Medina Street, **S20°45'15"W 100.00 feet** to a 1/2" iron rod at the southeast corner of said Lot 33 and said CapMetro Parcel 3 tract, same being in the north line of Fourth Street;
5. with the south line of Lots 33 through 23 and said CapMetro Parcel 3 tract and the north line of Fourth Street, **N69°21'54"W 279.91 feet** to a 1/2" iron rod found with cap at the southwest corner of said Lot 23 and said CapMetro Parcel 3 tract, same being in the east line of San Marcos Street;
6. with the west line of said Lot 23 and said CapMetro Parcel 3 tract and the east line of San Marcos Street, **N20°45'15"E 100.00 feet** to a 1/2" iron rod set with a plastic cap at the northwest corner of said Lot 23;
7. with a north line of San Marcos Street, **N69°21'54"W 59.64 feet** to a 1/2" iron rod set with a plastic cap at the northeast corner of said Lot 22, same being in the east line of said CapMetro Parcel 2 tract and the west line of San Marcos Street;
8. with the east line of said Lot 22 and said CapMetro Parcel 2 tract and the west line of San Marcos Street, **S20°45'15"W 100.00 feet** to a 1/2" iron rod found at the southeast corner of said Lot 22 and said CapMetro Parcel 2 tract, same being in the north line of Fourth Street;
9. with the south line of said Lots 22 through 12 and said CapMetro Parcel 2 tract and the north line of Fourth Street, **N69°21'54"W 275.88 feet** to a 1/2" iron rod found with cap at the southwest corner of said Lot 12 and said CapMetro Parcel 2 tract, same being in the east line of Brushy Street;
10. with the west line of said Lot 12 and said CapMetro Parcel 2 tract and the east line of Brushy Street, **N20°39'26"E 40.00 feet** to a 1/2" iron rod set with a plastic cap;
11. **N70°00'48"W 60.00 feet** to a 1/2" iron rod set with a plastic cap in the east line of said CapMetro Parcel 1 tract and the said Lot 11;
12. with the east line of said Lot 11 and said CapMetro Parcel 1 tract and the west line of Brushy Street, **S20°39'26"W 39.32 feet** to a mag nail found at the southeast corner of said Lot 11 and said CapMetro Parcel 1 tract, same being in the north line of Fourth Street;
13. with the south line said Lots 11 through 8 and said CapMetro Parcel 1 tract and the north line of Fourth Street, **N69°21'54"W 99.95 feet** to a 1/2" iron rod set with a plastic cap at the southwest corner of said Lot 8 and the southwest corner of the remainder of said CapMetro Parcel 1 tract, same being in the west line IH-35;

THENCE, with the west line this tract and the remainder of CapMetro Parcel 1 tract and the east line of IH-35, the following three (3) courses, numbered 1 through 3:

1. with the west line of said Lot 8, **N20°37'13"E 84.45 feet** to a 1/2" iron rod found;

6.819 AC.

2. with the west line of said Lot 8, N20°39'26"E 15.70 feet to a 1/2" iron rod found at the northwest corner of said Lot 8;
3. N14°32'03"E 169.07 feet to a 1/2" iron rod found with cap at the northwest corner of this tract and the remainder of said CapMetro Parcel 1 tract, same being in the south line of Fifth Street;

THENCE, with the north line of this tract and the south line of Fifth Street, the following three (3) courses, numbered 1 through 3:

1. with the north line of said CapMetro Parcel 1 tract, and the north line of said CapMetro Parcel 2, tract S70°35'12"E, passing at 118.06 feet a 1/2" iron rod found with cap at the northeast corner of said CapMetro Parcel 1 tract, continuing an additional 60.01 feet passing a 1/2" iron rod found with cap at the northwest corner of said CapMetro Parcel 2 tract, continuing an additional 275.62 feet for a total distance of 453.69 feet to a mag nail found at the northeast corner of said CapMetro Parcel 2 tract;
2. S70°07'13"E 59.64 feet to a 1/2" iron rod found at the northwest corner of said CapMetro Parcel 3 tract;
3. with the north line of said CapMetro Parcel 3 tract, and the north line of said CapMetro Parcel 4 tract, S69°42'29"E, passing at 279.92 feet a 1/2" iron rod found at the northeast corner of said CapMetro Parcel 3 tract, continuing an additional 60.00 feet, passing a mag nail found at the northwest corner of said CapMetro Parcel 4 tract, continuing an additional 281.31 feet, for a total distance of 621.23 feet to a mag nail found at the northeast corner of this tract and said CapMetro Parcel 4 tract, same being in the west line of Waller Street, from which a 1/2" iron rod found at the northwest corner of said CapMetro Parcel 5 tract, same being in the east line of Waller Street, bears S69°42'29"E 60.00 feet;

THENCE, with the east line of this tract and said CapMetro Parcel 4 tract and the west line of Waller Street, S20°45'53"W 282.44 feet to the POINT OF BEGINNING and containing 6.819 acres, more or less, within these metes and bounds.



6.819 AC.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

01/06/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

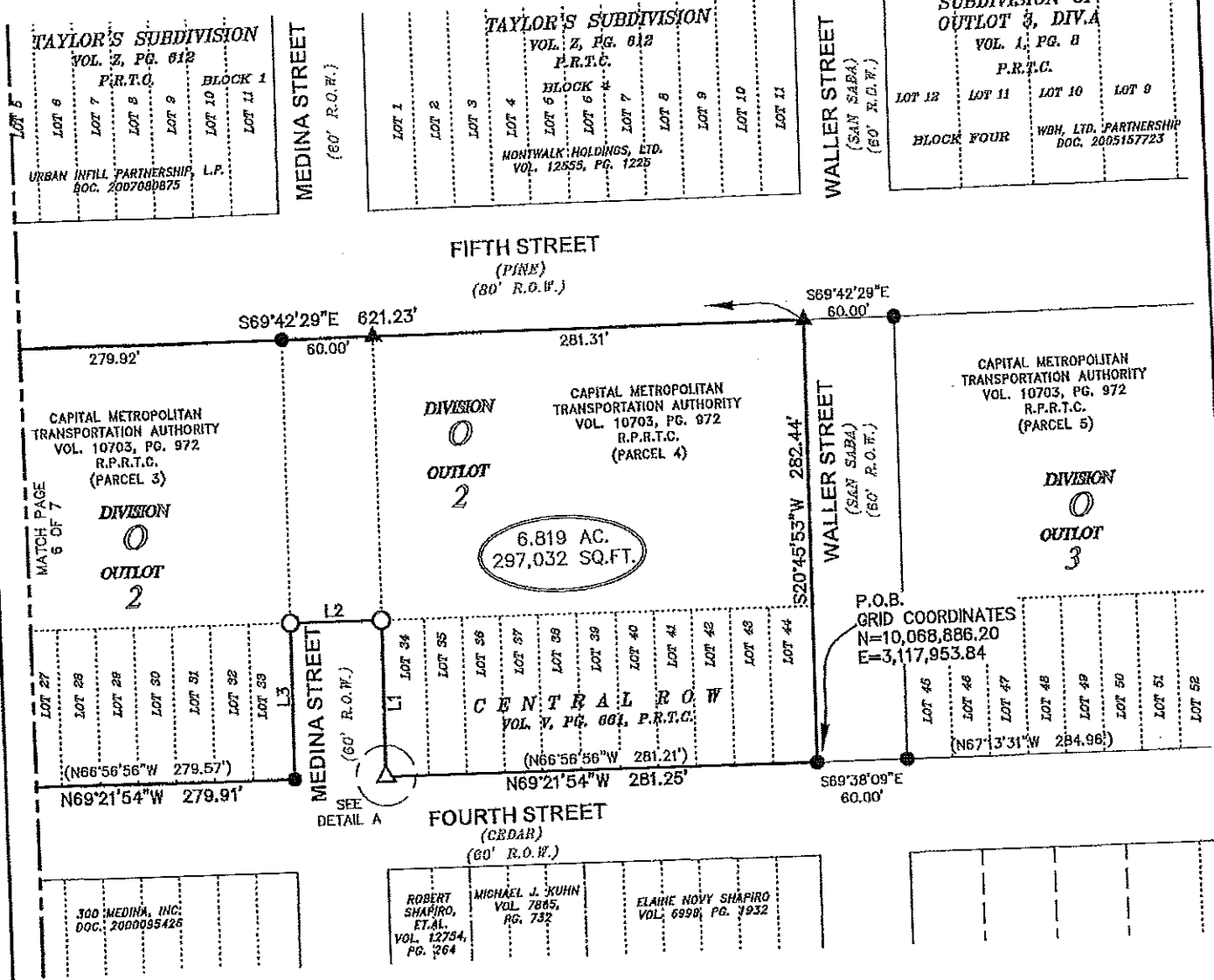
Descriptions 2014/Plaza Saltillo/Tract A

Issued 12/10/15; Revised 01/06/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 6.819 AC. OR 297,032 SQ. FT.  
 OF LAND OUT OF LOTS 8-44, CENTRAL ROW, AND OUT OF  
 OUTLOTS 1 AND 2, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
 AUSTIN, TRAVIS COUNTY, TEXAS.



LINE TABLE

LINE	BEARING	LENGTH
L1	N20°45'15"E	100.00
L2	N69°21'54"W	60.00
L3	S20°45'15"W	100.00
L4	N20°45'15"E	100.00
L5	N69°21'54"W	59.64
L6	S20°45'15"W	100.00
L7	N20°39'26"E	40.00
L8	N70°00'48"W	60.00
L9	S20°39'26"W	39.32
L10	N20°37'13"E	84.45
L11	N20°39'26"E	15.70

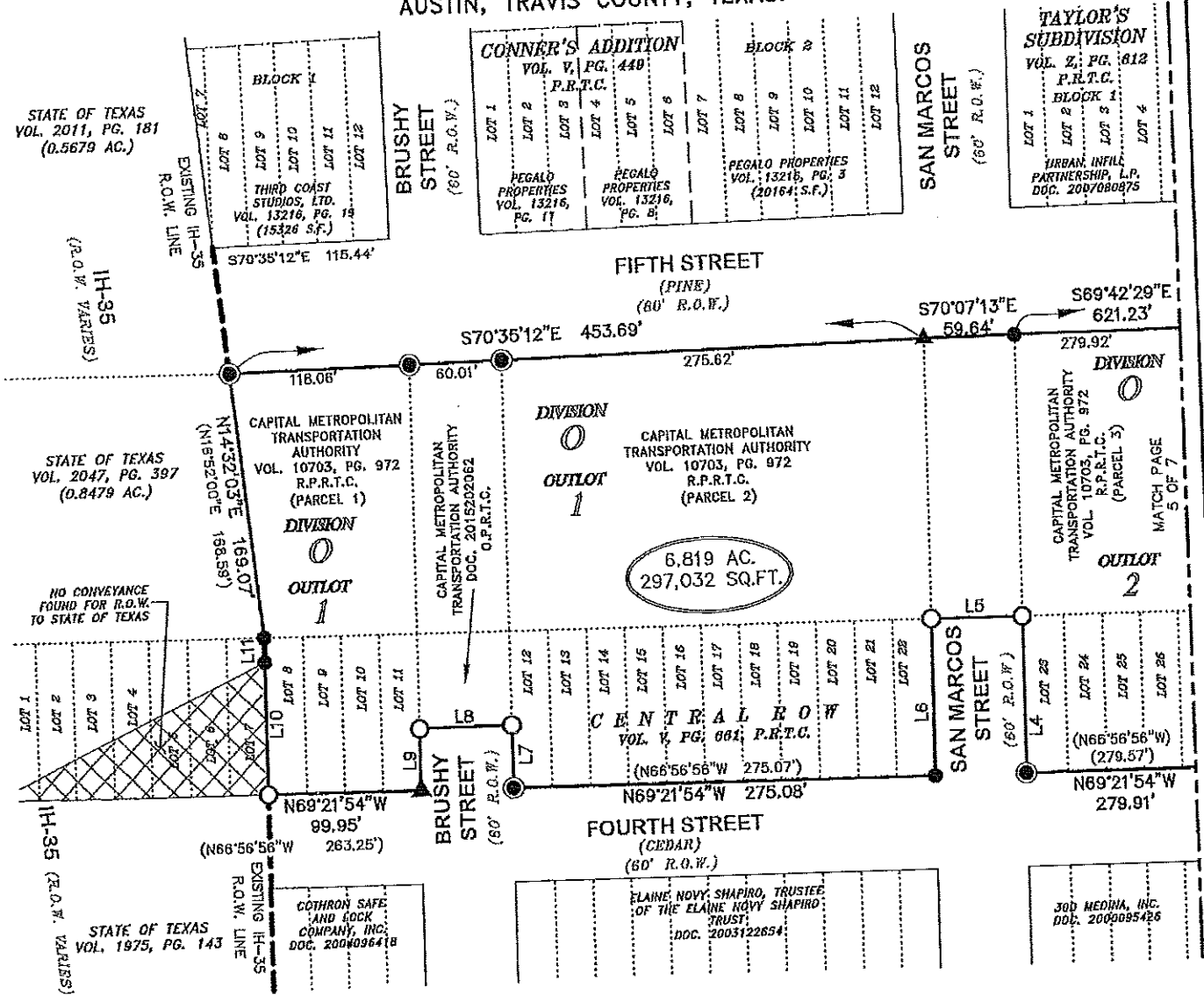
SCALE 1" = 100'



PAGE 5 OF 7  
 SURVEYED BY:  
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 6.819 AC. OR 297,032 SQ. FT. OF LAND OUT OF LOTS 8-44, CENTRAL ROW, AND OUT OF OUTLOTS 1 AND 2, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



STATE OF TEXAS  
VOL. 2011, PG. 181  
(0.5679 AC.)

STATE OF TEXAS  
VOL. 2047, PG. 397  
(0.8479 AC.)

NO CONVEYANCE  
FOUND FOR R.O.W.  
TO STATE OF TEXAS

STATE OF TEXAS  
VOL. 1975, PG. 143

CONNER'S ADDITION  
VOL. V, PG. 449  
P.R.T.C.

TAYLOR'S SUBDIVISION  
VOL. 2, PG. 812  
P.R.T.C.

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C. (PARCEL 1)

6.819 AC.  
297,032 SQ.FT.

CENTRAL ROW  
VOL. V, PG. 661, P.R.T.C.

ELAINE NOVY SHAPIRO, TRUSTEE  
OF THE ELAINE NOVY SHAPIRO  
TRUST;  
DOC. 2003122654

300 MEDIA, INC.  
DOC. 2009095426

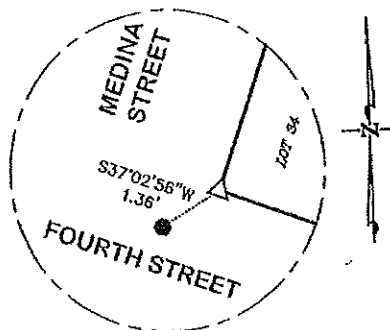
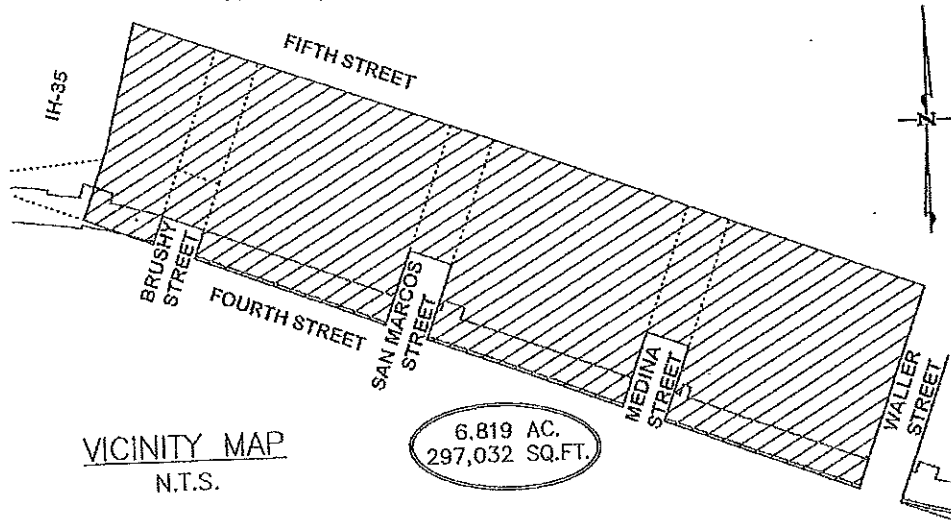
LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°45'15"E	100.00
L2	N69°21'54"W	60.00
L3	S20°45'15"W	100.00
L4	N20°45'15"E	100.00
L5	N69°21'54"W	59.64
L6	S20°45'15"W	100.00
L7	N20°39'26"E	40.00
L8	N70°00'48"W	60.00
L9	S20°39'26"W	39.32
L10	N20°37'13"E	84.45
L11	N20°39'26"E	15.70

SCALE 1" = 100'

PAGE 6 OF 7  
SURVEYED BY:  
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 6.819 AC. OR 297,032 SQ. FT. OF LAND OUT OF LOTS 8-44, CENTRAL ROW, AND OUT OF OUTLOTS 1 AND 2, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

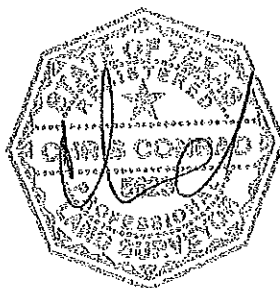


NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

01/06/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623

Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 7 OF 7  
SURVEYED BY:

REVISED: 01/06/16  
ISSUED: 12/10/15

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10096500  
 3301 HANCOCK DRIVE #8  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-040

## FIELD NOTES FOR 3.349 ACRES OF LAND

DESCRIPTION OF 3.349 ACRES (145,880 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 45 THROUGH 58, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, ACCORDING TO THE MAP OR PLAT OF SAID GOVERNMENT OUTLOTS DATED JANUARY 1840, ON FILE IN THE GENERAL LAND OFFICE, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCELS 5 AND 6 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND OUT OF ATTAYAC STREET IN AUSTIN, TRAVIS COUNTY, TEXAS; SAID 3.349 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southwest corner of this tract, said Lot 45 and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 5 tract, same being in the east line of Waller Street and the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,865.32, E=3,118,010.10, from which a 1/2" iron rod found at the southeast corner of Lot 44 in said Central ROW subdivision and the southwest corner of CapMetro Parcel 4 tract in said CapMetro deed recorded in said Volume 10703, Page 972, bears N69°38'09"W 60.00 feet;

THENCE, with the west line of this tract, said Lot 45, and said CapMetro Parcel 5 tract and the east line of Waller Street, N20°45'53"E 282.52 feet to a 1/2" iron rod found at the northwest corner of this tract and said CapMetro Parcel 5 tract, same being in the south line of Fifth Street, from which a mag nail found at the northeast corner of said CapMetro Parcel 4 tract bears N69°42'29"W 60.00 feet;

THENCE, with the north line of this tract and said CapMetro Parcel 5 tract, and the north line of said CapMetro Parcel 6 tract and the south line of Fifth Street, S69°42'29"E, passing at 284.96 feet a 1/2" iron rod found with cap at the northeast corner of said CapMetro Parcel 5 tract, continuing an additional 60.00 feet, passing a calculated point at the northwest corner of said CapMetro Parcel 6 tract, continuing an additional 285.08 feet, for a total distance of 630.04 feet to a 1/2" iron rod found with cap at the northeast corner of this tract and said CapMetro Parcel 6 tract, same being in the west line of Navasota Street;

THENCE, with the east line of this tract, an east line of said CapMetro Parcel 6 tract, and the west line of Navasota Street, S20°45'50"W 145.51 feet to a calculated point at an exterior ell corner of said CapMetro Parcel 6 tract, and the northeast corner of Lot 6, Block 5 of R.H. Peck Subdivision, a subdivision of record in Book 5, Page 551, Plat Records, Travis County, Texas, said Lot 6 and Lot 5 in said R.H. Peck Subdivision described in a deed to The Julie Sawyer Family Limited Partnership II, of record in Document No. 2015034568, Official Public Records, Travis County, Texas;

THENCE, with the south line of this tract, the following seven (7) courses, numbered 1 through 7:

1. with a south line of said CapMetro Parcel 6 tract and the north line of said Lots 6 and 5 and said Sawyer tract and Lots 4 and 3 in said R.H. Peck Subdivision, said Lots 4 and 3 described in a deed to James C. Daywood, Trustee, of record in Document No. 2003292407, Official Public Records, Travis County, Texas,  $N69^{\circ}17'43''W$ , passing at 0.31 feet a 1/2" iron rod found, continuing 191.07 feet for a total distance of **191.38 feet** to a 3/8" iron rod found at an interior ell corner of said CapMetro Parcel 6 tract and the northwest corner of said Lot 3;
2. with an east line of said CapMetro Parcel 6 tract and the east line of said Lot 58 and the west line of said Lot 3 and said Daywood tract,  $S20^{\circ}25'52''W$  **139.22 feet** to a 3/8 inch iron rod found at an exterior ell corner of said CapMetro Parcel 6 tract, the southeast corner of said Lot 58, and the southwest corner of said Lot 3 and said Daywood tract, same being in the north line of Fourth Street;
3. with a south line of said CapMetro Parcel 6 tract, the south line of said Lots 58 through 56, and the north line of Fourth Street,  $N69^{\circ}35'57''W$  **94.50 feet** to a 1/2" iron rod found with a plastic cap at the southwest corner of said Lot 56 and said CapMetro Parcel 6 tract, same being in the east line of Attayac tract;
4. with the west line of said Lot 56 and said CapMetro Parcel 6 tract and the east line of Attayac Street,  $N20^{\circ}45'53''E$  **100.00 feet** to a 1/2" iron rod found with a plastic cap at the northwest corner of said Lot 56;
5. with a north line of said Attayac Street,  $N69^{\circ}35'57''W$  **60.00 feet** to a 1/2" iron rod found with a plastic cap at the northeast corner of said Lot 55, same being in the east line of said CapMetro Parcel 5 tract and the west line of Attayac Street;
6. with the east line of said Lot 55 and said CapMetro Parcel 5 tract and the west line of Attayac Street,  $S20^{\circ}45'53''W$  **100.00 feet** to a 1/2" iron rod found at the southeast corner of said Lot 55 and said CapMetro Parcel 5 tract, same being in the north line of Fourth Street;

3.349 AC.

7. with the south line of said Lots 55 through 45 and said CapMetro Parcel 5 tract and the north line of Fourth Street, **N69°35'57"W 284.96 feet** to the POINT OF BEGINNING and containing 3.349 acres, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

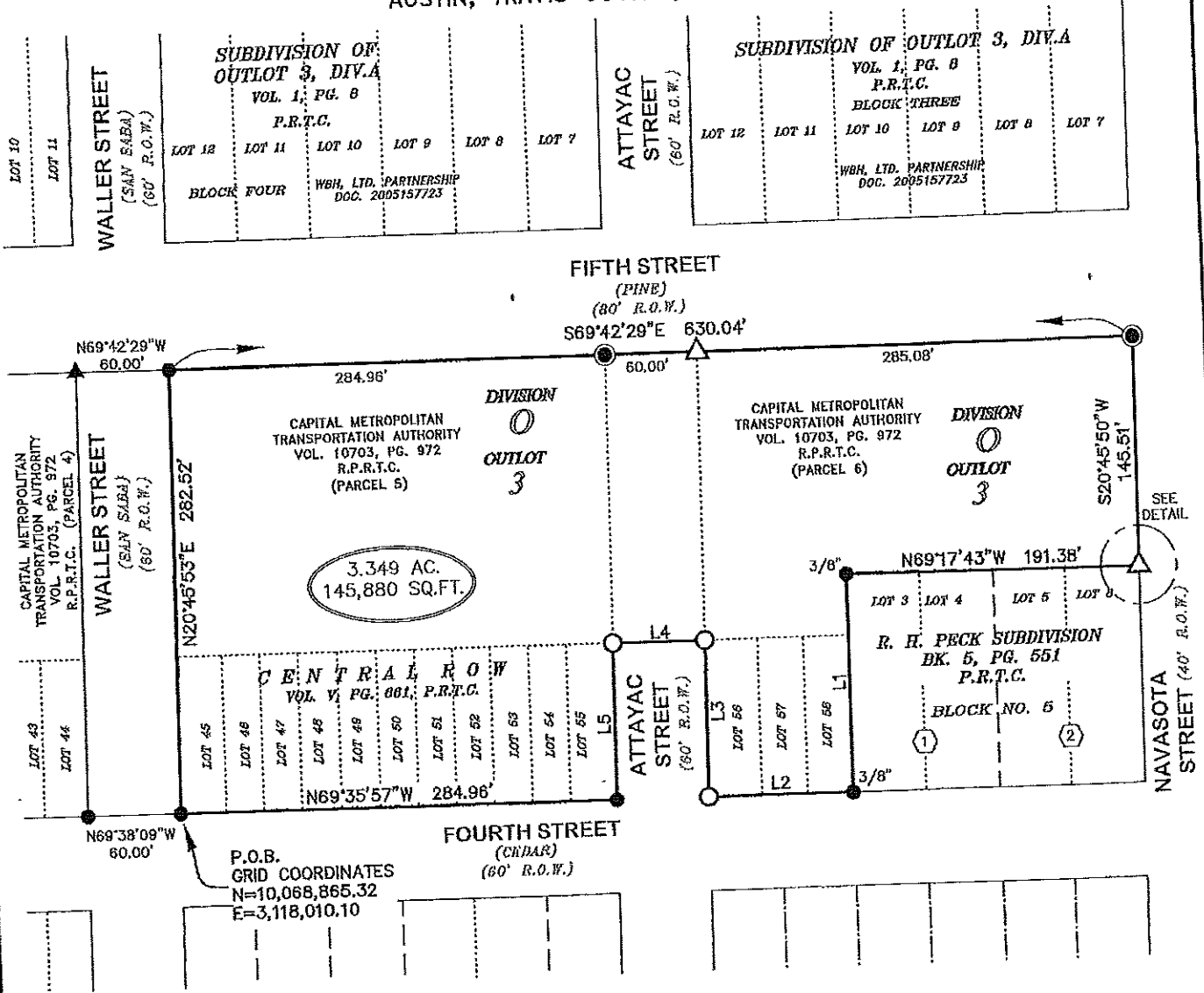
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Tract B Rev  
Issued 12/10/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 3.349 AC. OR 145,880 SQ. FT.  
OF LAND OUT OF LOTS 45-58, CENTRAL ROW, AND OUT OF  
OUTLOT 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.



OWNERSHIP CHART

PROPERTY ID	OWNER	RECORD INFORMATION	EXECUTED DATE
①	JAMES C. DAYWOOD, TRUSTEE	DOC. 2003292407, O.P.R.T.C.	DECEMBER 31, 2003
②	THE JULIE J. SAWYER FAMILY LIMITED PARTNERSHIP II	DOC. 2015034568, O.P.R.T.C.	MARCH 5, 2015

SCALE 1" = 100'



LINE TABLE

LINE	BEARING	LENGTH
L1	S20°25'52"W	139.22
L2	N69°35'57"W	94.50
L3	N20°45'53"E	100.00
L4	N69°35'57"W	60.00
L5	S20°45'53"W	100.00

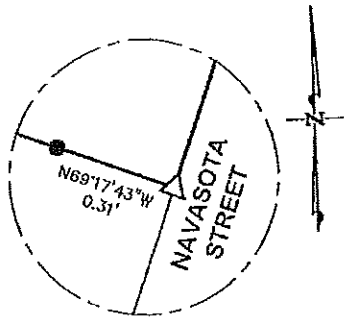
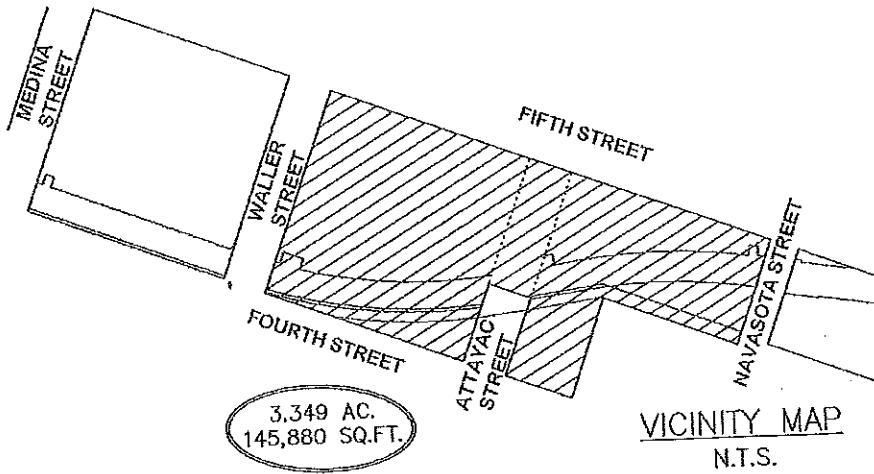
PAGE 4 OF 5  
SURVEYED BY:  
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22      JOB NO.: 15-040



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 3.349 AC. OR 145,880 SQ. FT. OF LAND OUT OF LOTS 45-58, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

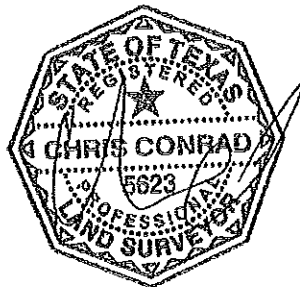


DETAIL: N.T.S.

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

- LEGEND**
- 1/2" IRON ROD FOUND WITH CAP
  - 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
  - ▲ MAG NAIL FOUND
  - 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
  - △ CALCULATED POINT
  - (XXX) RECORD INFORMATION
  - N.T.S. NOT TO SCALE
  - P.O.B. POINT OF BEGINNING
  - P.R.T.C. PLAT RECORDS TRAVIS COUNTY
  - R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
  - O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 5 OF 5 REVISED: 02/05/16  
 SURVEYED BY: ISSUED: 12/10/15

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO: 15-040

## FIELD NOTES FOR 0.873 ACRES OF LAND

DESCRIPTION OF 0.873 OF ONE ACRE (38,036 SQUARE FEET) OF LAND, MORE OR LESS, BEING ALL OF LOTS 7 THROUGH 12, BLOCK NO. 1, R.H. PECK SUBDIVISION, A SUBDIVISION OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 7 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.873 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found cap at the northeast corner of this tract, said Lot 7, and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 7 tract, same being in the west line of Onion Street and the south line of Fifth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,797.34, E=3,119,008.54;

THENCE, with the east line of this tract, said Lot 7, and said CapMetro Parcel 7 tract and the west line of Onion Street, **S20°45'27"W 132.35 feet** to a mag nail found at the southeast corner of this tract, said Lot 7, and said CapMetro Parcel 7 tract, same being in the north line of a 20 foot alley;

THENCE, with the south line of this tract, said Lots 7 through 12, and said CapMetro Parcel 7 tract and the north line of said 20 foot alley, **N69°39'23"W 287.69 feet** to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 12, and said CapMetro Parcel 7 tract, same being in the east line of Navasota Street;

THENCE, with the west line of this tract, said Lot 12, and said CapMetro Parcel 7 tract and the east line of Navasota Street, **N20°45'50"E**, passing at 2.47 feet a 1/2" iron rod found, continuing 129.62 for a total of **132.09 feet** to a mag nail found at the northwest corner of this tract, said Lot 12, and said CapMetro Parcel 7 tract, same being in the south line of Fifth Street, from which a 1/2" iron rod found at the northeast corner of CapMetro Parcel 7 tract in said CapMetro deed recorded in said Volume 10703, Page 972, bears **N69°42'29"W 40.00 feet**;

0.873 AC.

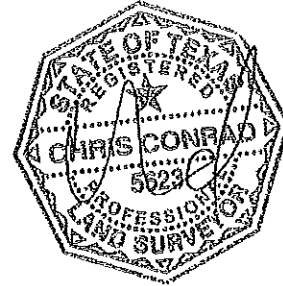
THENCE, with the north line of this tract, said Lots 12 through 7, and said CapMetro Parcel 7 tract and the south line of Fifth Street, **S69°42'29"E 287.68 feet** to the POINT OF BEGINNING and containing 0.873 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Tract C Rev

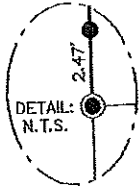
Issued 12/10/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.873 AC. OR 38,036 SQ. FT.  
OF LAND OUT OF LOTS 7-12, BLOCK NO. 1, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



FIFTH STREET  
(PINE STREET)  
(80' R.O.W.)

P.O.B.  
GRID COORDINATES  
N=10,068,797.34  
E=3,119,008.54

(S87°19'45"E 287.92')  
S89°42'29"E 287.68'

N69°42'29"W  
40.00'

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C. (PARCEL 6)

(N25°08'50"E 132.09')  
N20°45'50"E 132.09'

0.873 AC.  
38,036 SQ.FT.

BLOCK NO. 1  
R. H. PECK SUBDIVISION  
BK. 5, PG. 551  
P.R.T.C.

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
(PARCEL 7)

S20°45'27"W 132.55'  
S23°08'10"W 132.55'

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

SEE  
DETAIL

N69°39'23"W 287.69'  
(N67°16'40"W 287.94')

ALLEY (20')

ONION STREET  
(40' R.O.W.)

NAVASOTA  
STREET  
(40' R.O.W.)

ROBERT C. BEALL AND WIFE, BETH A. BEALL  
DOC. 1999026488

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

PAGE 3 OF 4  
SURVEYED BY:

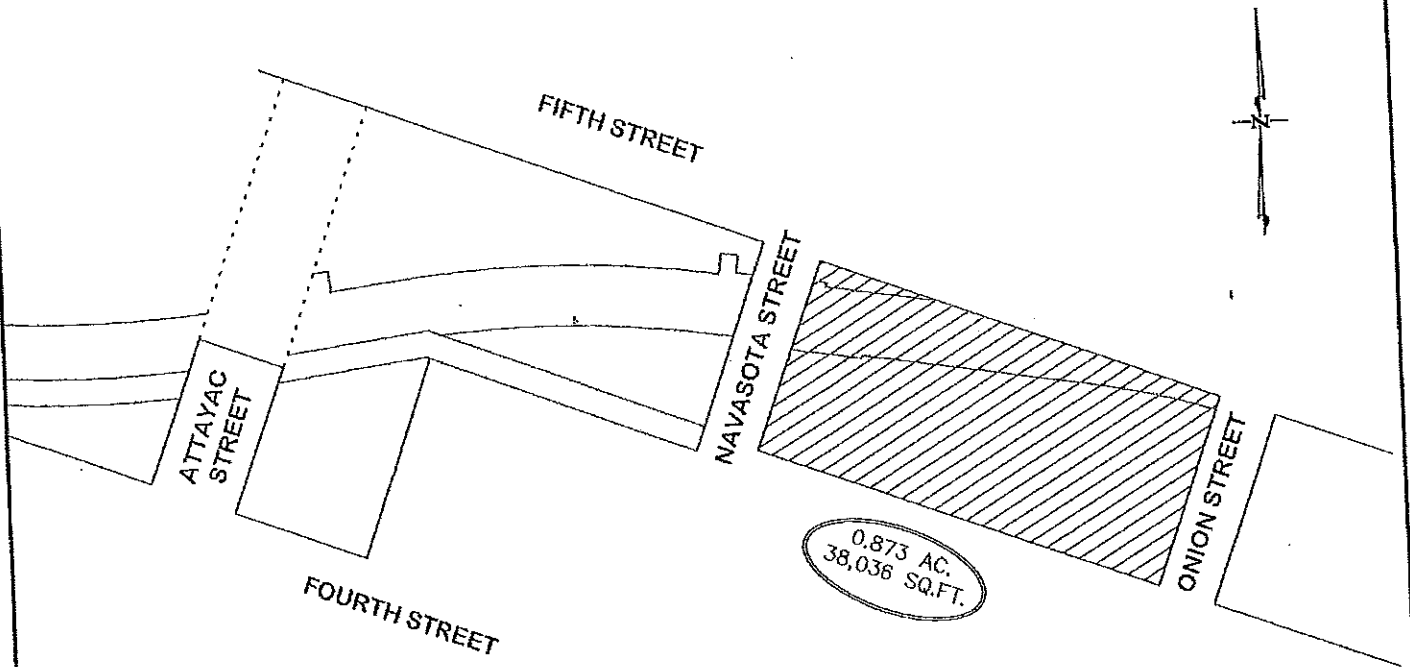
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095600  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-040

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.873 AC. OR 38,036 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 1, R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.



0.873 AC.  
38,036 SQ.FT.

VICINITY MAP  
NOT TO SCALE

NOTES:

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2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "0" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
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- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: REVISOR: 02/05/16  
 ISSUED: 12/10/15

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22 JOB NO.: 15-040

**EXHIBIT B**

Excluded Property

[Attached]

FIELD NOTES FOR A RAIL R.O.W. BEING 0.090 OF ONE ACRE OF  
LAND

DESCRIPTION OF 0.090 OF ONE ACRE (3,933 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 8 THROUGH 11, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.090 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the west line of said Lot 8 and the remainder of said Capital Metropolitan Transportation Authority (CapMetro) tract and the east line of IH-35, from which a 1/2" iron rod found in the west line of said Lot 8 and the remainder of said CapMetro tract and the east line of IH-35, same being the southeast corner of that tract described as 0.8479 of one acre in a deed to the State of Texas, of record in Volume 2047, Page 397, Deed Records, Travis County, Texas bears N20°37'13"E 38.20 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,069,322.71, E=3,116,925.89;

THENCE, with the north line of this tract, crossing said Lots 8 through 11 and said CapMetro tract, the following four (4) courses:

1. S71°19'58"E 8.01 feet to a 1/2" iron rod set with a plastic cap;
2. S69°21'54"E 17.77 feet to a 1/2" iron rod set with a plastic cap;
3. S12°03'50"W 13.58 feet to a 1/2" iron rod set with a plastic cap; and
4. with a curve to the right, whose intersection angle is 05°32'15", a radius of 749.81 feet, an arc distance of 72.47 feet, the chord of which bears S74°17'55"E 72.44 feet to a 1/2" iron rod set with a plastic cap in the east line of said Lot 11 and said CapMetro tract and the west line of Brushy Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°39'26"E 231.46 feet;

THENCE, with the east line of this tract, said Lot 11, and said CapMetro tract and the west line of Brushy Street, S20°39'26"W 39.32 feet to a mag nail found at the southeast corner of this tract, said Lot 11, and said CapMetro tract, same being in the north line of Fourth Street;

THENCE, with the south line of this tract, said Lots 11 through 8, and said CapMetro tract and the north line of Fourth Street, N69°21'54"W 99.95 feet to a calculated point at the southwest corner of this tract, said Lot 8, and the remainder of said CapMetro tract, same being in the east line of IH-35;

0.090 AC.

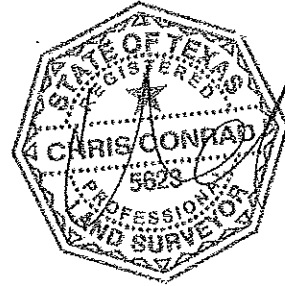
THENCE, with the west line of this tract, said Lot 8, and the remainder of said CapMetro tract and the east line of IH-35, **N20°37'13"E 46.25 feet** to the POINT OF BEGINNING, and containing 0.090 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

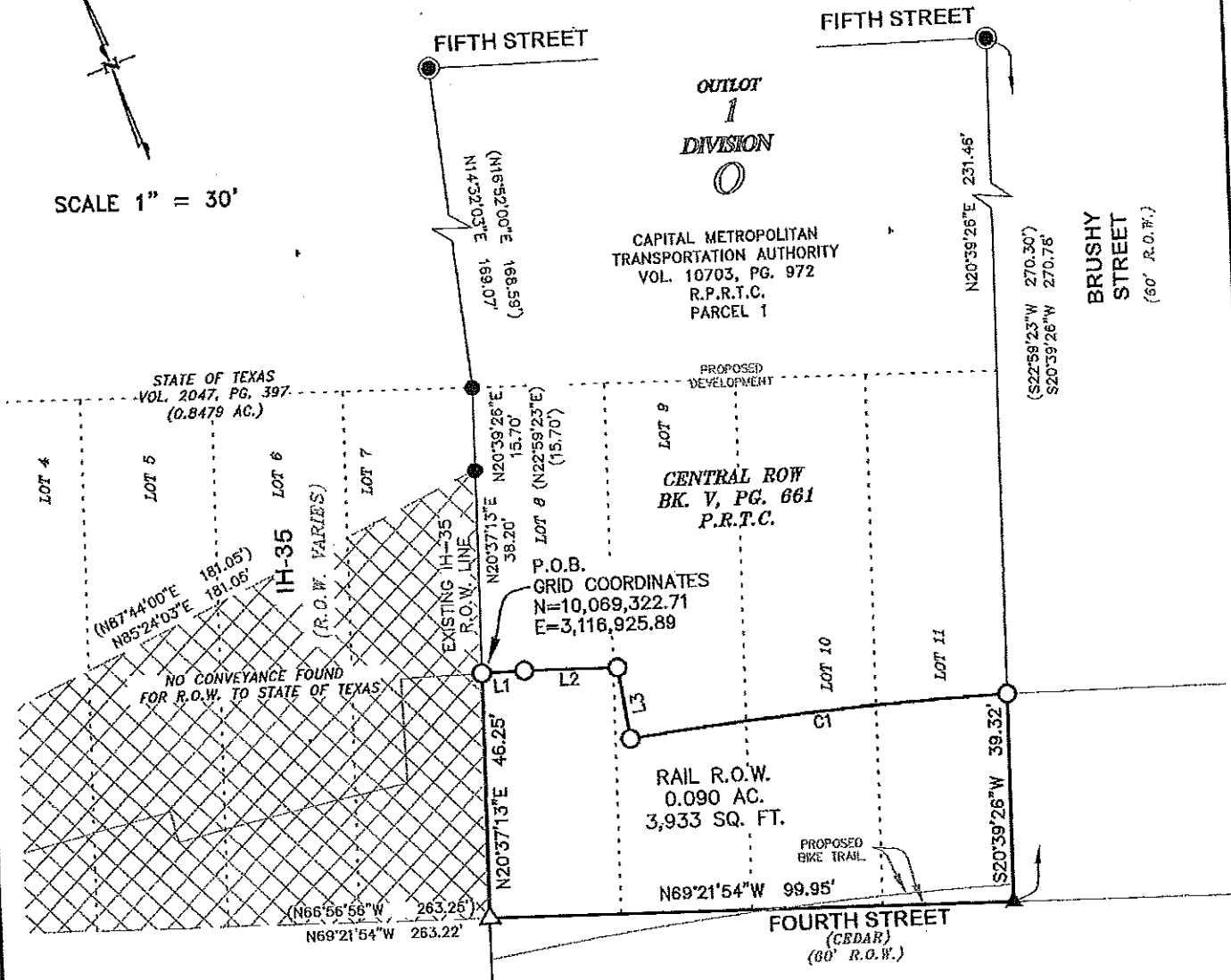
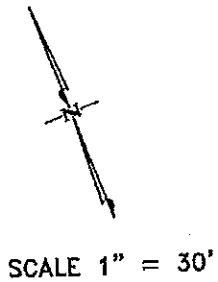
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/ Parcel 1 ROW 0.090 ac Rev 6  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.090 AC. OR 3,933 SQ. FT.  
OF LAND OUT OF LOTS 8 THROUGH 11, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	72.47	749.81	05°32'15"	36.26	S74°17'55"E	72.44

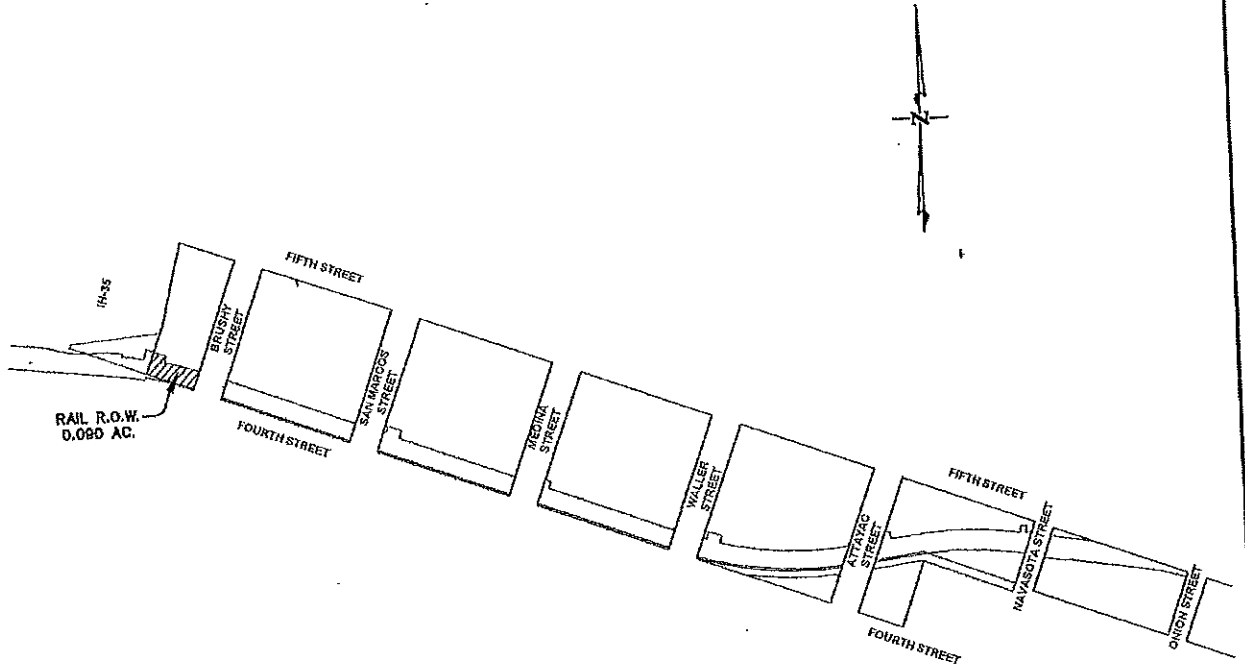
LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°19'58"E	8.01
L2	S69°21'54"E	17.77
L3	S12°03'50"W	13.58

PAGE 3 OF 4  
SURVEYED BY:

**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.090 AC. OR 3,933 SQ. FT.  
OF LAND OUT OF LOTS 8 THROUGH 11, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

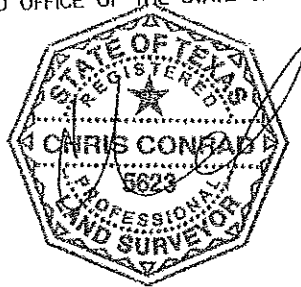


VICINITY MAP  
NOT TO SCALE

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

NOTES:  
 1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.  
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.  
 3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: REVISION 6:  
 02/05/2016  
 ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

## FIELD NOTES FOR A RAIL R.O.W. BEING 0.253 OF ONE ACRE OF LAND

DESCRIPTION OF 0.253 OF ONE ACRE (11,013 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 12 THROUGH 22, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.253 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the west line of said Lot 12 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the east line of Brushy Street, from which a 1/2" iron rod found with cap at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°39'26"E 232.06 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,069,260.49, E=3,117,073.40;

THENCE, with the north line of this tract, crossing said Lots 12 through 22 and said CapMetro tract, the following three (3) courses:

1. S69°21'54"E 271.83 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 2.67 feet to a 1/2" iron rod set with a plastic cap; and
3. S69°21'54"E 3.32 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, same being in the east line of said Lot 22 and said CapMetro tract and the west line of San Marcos Street, from which a mag nail found at the northeast corner of said CapMetro tract bears N20°45'15"E 235.27 feet;

THENCE, with the east line of this tract, said Lot 22, and said CapMetro tract and the west line of San Marcos Street, S20°45'15"W 42.67 feet to a 1/2" iron rod found at the southeast corner of this tract, said Lot 22, and said CapMetro tract, same being in the north line of Fourth Street;

THENCE, with the south line of this tract, said Lots 22 through 12, and said CapMetro tract and the north line of Fourth Street, N69°21'54"W 275.08 feet to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 12, and said CapMetro tract;

0.253 AC.

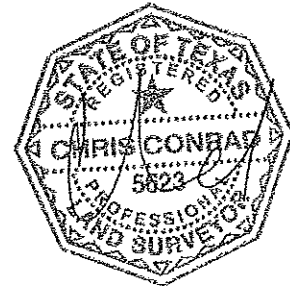
THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Brushy Street, N20°39'26"E 40.00 feet to the POINT OF BEGINNING, and containing 0.253 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Parcel 2 ROW 0.253 ac Rev 6

Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.253 AC. OR 11,013 SQ. FT. OF LAND OUT OF LOTS 12-22, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

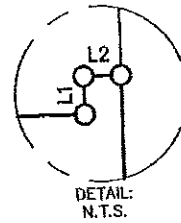


FIFTH STREET

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
PARCEL 2

OUTLOT  
1  
DIVISION

PROPOSED  
DEVELOPMENT



BRUSHY  
STREET  
(60' R.O.W.)

N20°39'26"E 272.06'  
(N22°59'23"E 271.66')  
N20°39'26"E 232.06'

N20°45'15"E 235.27'

S20°45'15"W 277.94'  
S23°06'12"W 277.94'

SAN MARCOS  
STREET  
(60' R.O.W.)

P.O.B.  
GRID COORDINATES  
N=10,069,260.49  
E=3,117,073.40

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

CENTRAL ROW  
BK. V, PG. 661  
P.R.T.C.

RAIL R.O.W.  
0.253 AC.  
11,013 SQ. FT.

PROPOSED  
BIKE TRAIL  
4' WIDE

N20°39'26"E  
40.00'

40' WIDE

S69°21'54"E 271.83'

N69°21'54"W 275.08'

(N66°56'56"W 275.07')

S20°45'15"W  
42.67'

SEE  
DETAIL

FOURTH STREET  
(CEDAR)  
(60' R.O.W.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°38'06"E	2.67
L2	S69°21'54"E	3.32

PAGE 3 OF 4  
SURVEYED BY:



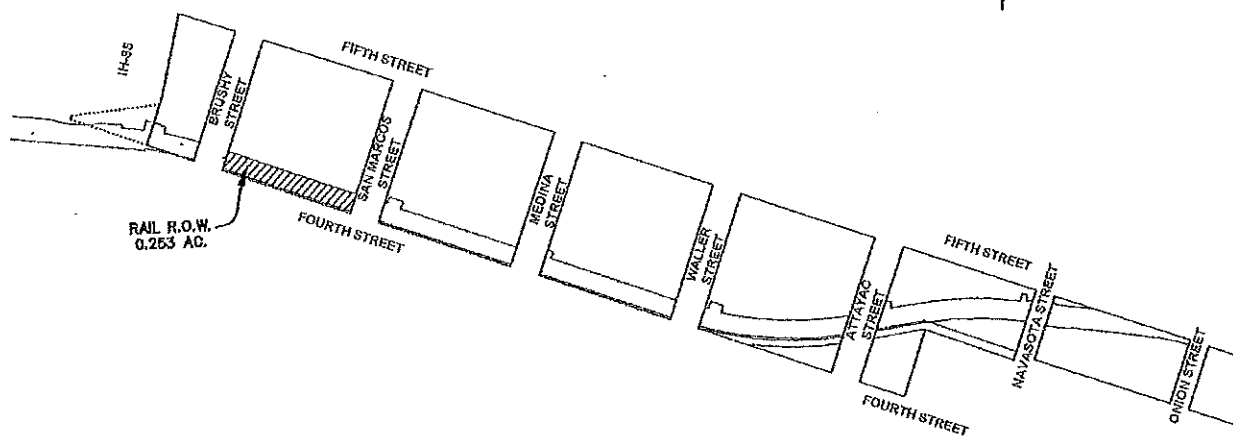
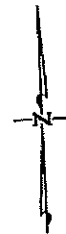
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.253 AC. OR 11,013 SQ. FT. OF LAND OUT OF LOTS 12-22, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: **McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22 JOB NO.: 15-004

## FIELD NOTES FOR A RAIL R.O.W. BEING 0.268 OF ONE ACRE OF LAND

DESCRIPTION OF 0.268 OF ONE ACRE (11,677 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 23 THROUGH 33, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 3 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.268 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the west line of said Lot 23 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the east line of San Marcos Street, from which a 1/2" iron rod found at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'15''E$  236.05 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,069,145.00$ ,  $E=3,117,387.65$ ;

THENCE, with the north line of this tract, crossing said Lots 23 through 33 and said CapMetro tract, the following five (5) courses:

1.  $S69^{\circ}21'54''E$  12.00 feet to a 1/2" iron rod set with a plastic cap;
2.  $N20^{\circ}38'06''E$  13.33 feet to a 1/2" iron rod set with a plastic cap;
3.  $S69^{\circ}21'54''E$  28.02 feet to a 1/2" iron rod set with a plastic cap;
4.  $S20^{\circ}38'06''W$  16.00 feet to a 1/2" iron rod set with a plastic cap; and
5.  $S69^{\circ}21'54''E$  239.89 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, same being in the east line of said Lot 33 and said CapMetro tract and the west line of Medina Street, from which a 1/2" iron rod found at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'15''E$  240.40 feet;

THENCE, with the east line of this tract, said Lot 33, and said CapMetro tract and the west line of Medina Street,  $S20^{\circ}45'15''W$  40.00 feet to a 1/2" iron rod found at the southeast corner of this tract, said Lot 33, and said CapMetro tract, same being in the north line of Fourth Street;

THENCE, with the south line of this tract, said Lots 33 through 23, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}21'54''W$  279.91 feet to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 23, and said CapMetro tract, same being in the east line of San Marcos Street;

0.268 AC.

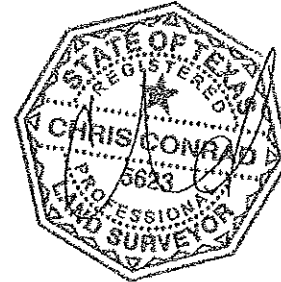
THENCE, with the west line of this tract, said Lot 23, and said CapMetro tract and the east line of San Marcos Street, N20°45'15"E 42.67 feet to the POINT OF BEGINNING, and containing 0.268 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

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Descriptions 2014/Plaza Saltillo/Parcel 3 ROW 0.268 ac Rev 7

Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 10/07/15, 02/05/16

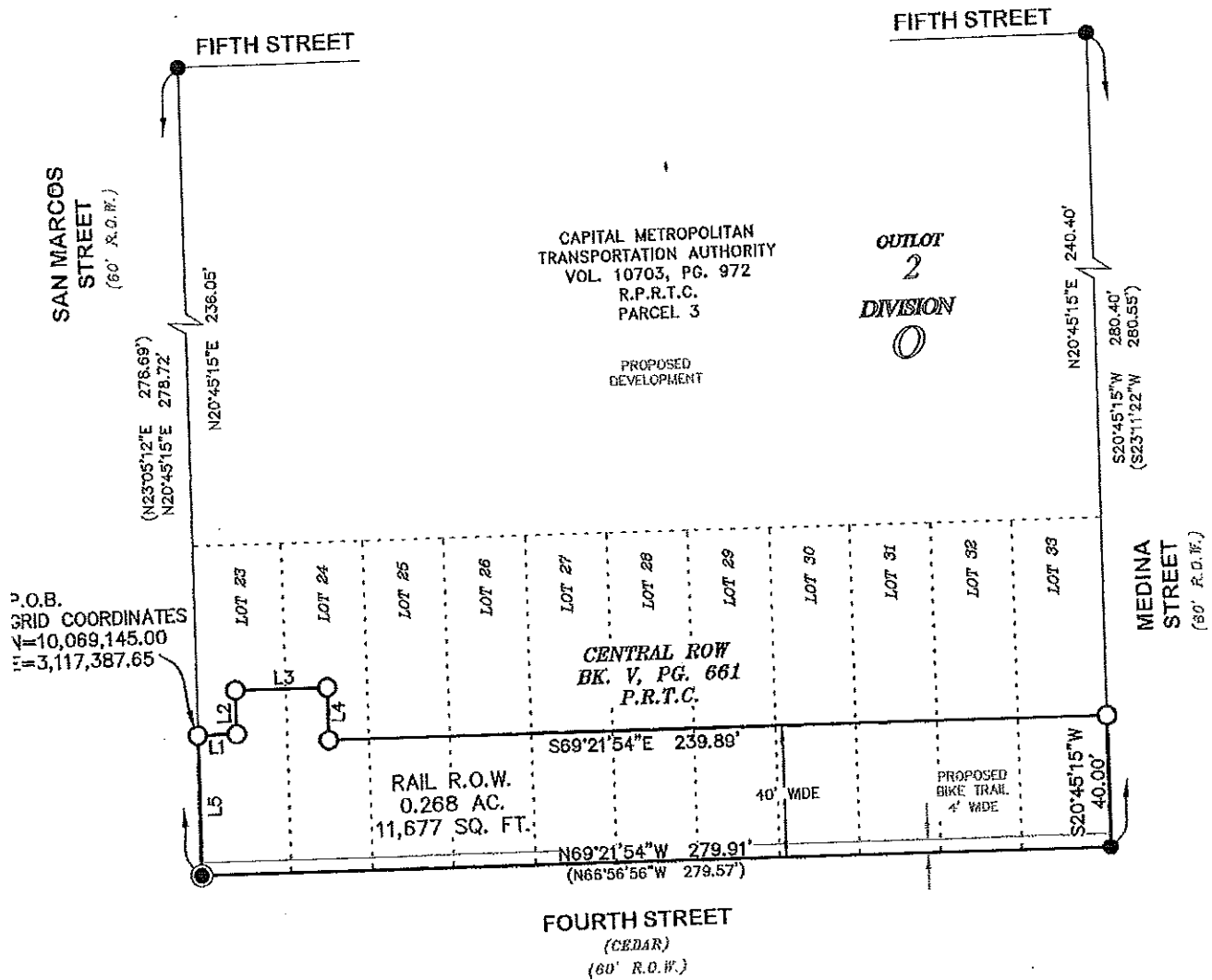
AUSTIN GRID J-22



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.268 AC. OR 11,677 SQ. FT.  
OF LAND OUT OF LOTS 23-33, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



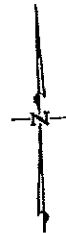
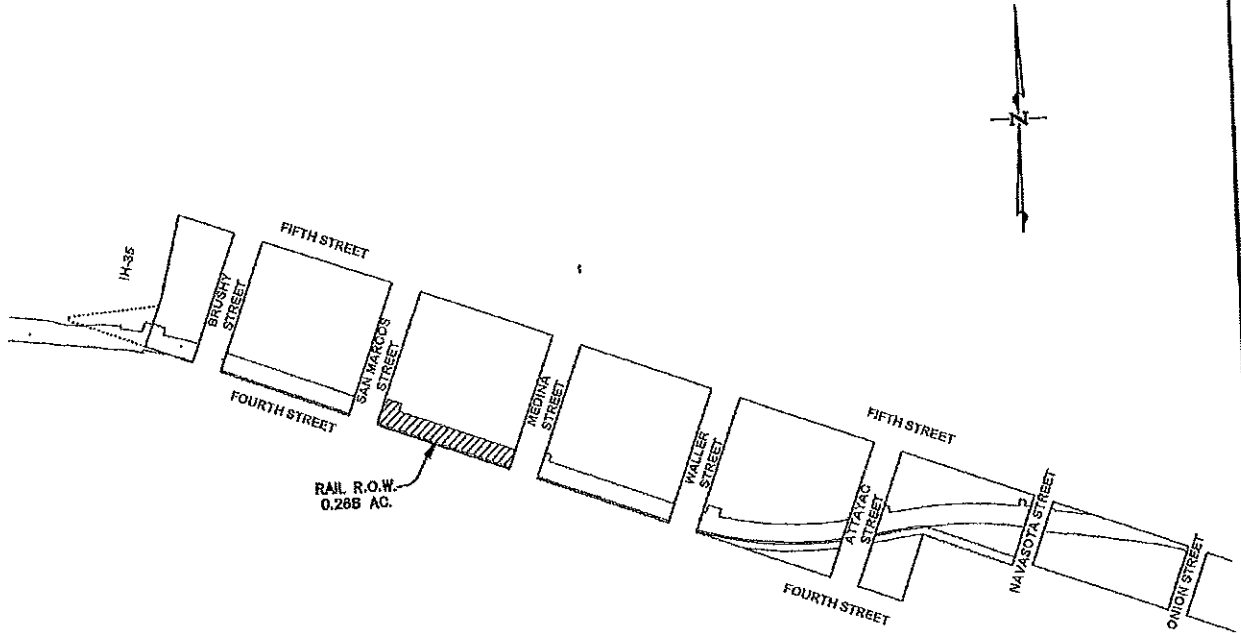
P.O.B.  
GRID COORDINATES  
← 10,069,145.00  
= 3,117,387.65

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°21'54"E	12.00
L2	N20°38'06"E	13.33
L3	S69°21'54"E	28.02
L4	S20°38'06"W	16.00
L5	N20°45'15"E	42.67

PAGE 3 OF 4  
SURVEYED BY:  
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.268 AC. OR 11,677 SQ. FT. OF LAND OUT OF LOTS 23-33, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



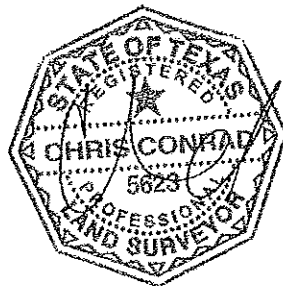
VICINITY MAP  
NOT TO SCALE

NOTES:

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2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
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LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
SURVEYED BY:

REVISION 7:  
02/05/2016  
ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

## FIELD NOTES FOR A RAIL R.O.W. BEING 0.262 OF ONE ACRE OF LAND

DESCRIPTION OF 0.262 OF ONE ACRE (11,432 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 34 THROUGH 44, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 4 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.262 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the west line of said Lot 34 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the east line of Medina Street, from which a mag nail found at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'15''E$  240.76 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,069,022.72$ ,  $E=3,117,704.81$ ;

THENCE, with the north line of this tract, crossing said Lots 34 through 44 and said CapMetro tract, the following seven (7) courses;

1.  $S69^{\circ}21'54''E$  12.01 feet to a 1/2" iron rod set with a plastic cap;
2.  $N20^{\circ}38'06''E$  14.00 feet to a 1/2" iron rod set with a plastic cap;
3.  $S69^{\circ}21'54''E$  12.09 feet to a 1/2" iron rod set with a plastic cap;
4.  $S20^{\circ}38'06''W$  14.00 feet to a 1/2" iron rod set with a plastic cap;
5.  $S69^{\circ}21'54''E$  253.77 feet to a 1/2" iron rod set with a plastic cap;
6.  $N20^{\circ}45'53''E$  3.87 feet to a 1/2" iron rod set with a plastic cap; and
7.  $S69^{\circ}14'07''E$  3.39 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, same being in the east line of said Lot 44 and said CapMetro tract and the west line of Waller Street, from which a mag nail found at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'53''E$  238.58 feet;

THENCE, with the east line of this tract, said Lot 44, and said CapMetro tract and the west line of Waller Street,  $S20^{\circ}45'53''W$  43.86 feet to a 1/2" iron rod found at the southeast corner of this tract, said Lot 44, and said CapMetro tract, same being in the north line of Fourth Street;

0.262 AC.

THENCE, with the south line of this tract, said Lots 44 through 34, and said CapMetro tract and the north line of Fourth Street, **N69°21'54"W 281.25 feet** to a calculated corner at the southwest corner of this tract, said Lot 34, and said CapMetro tract, same being in the east line of Medina Street, from which a 1/2" iron rod found bears S37°02'56"W 1.36 feet;

THENCE, with the west line of this tract, said Lot 34, and said CapMetro tract and the east line of Medina Street, **N20°45'15"E 40.00 feet** to the POINT OF BEGINNING, and containing 0.262 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in black ink, appearing to read "Chris Conrad".

02/05/16  
Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

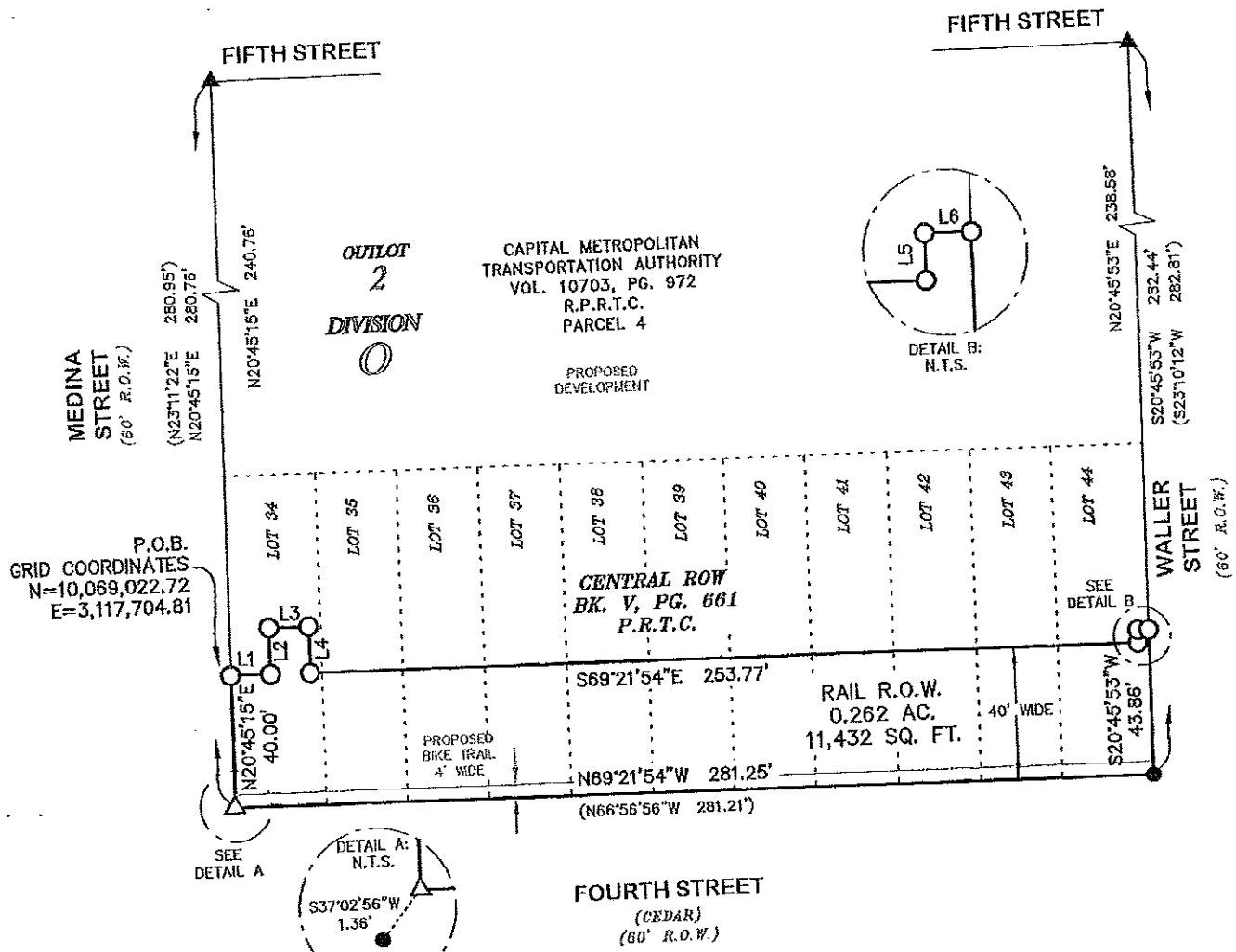
Descriptions 2014/Plaza Saltillo/Parcel 4 ROW 0.262 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 10/07/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.262 AC. OR 11,432 SQ. FT.  
OF LAND OUT OF LOTS 34-44, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

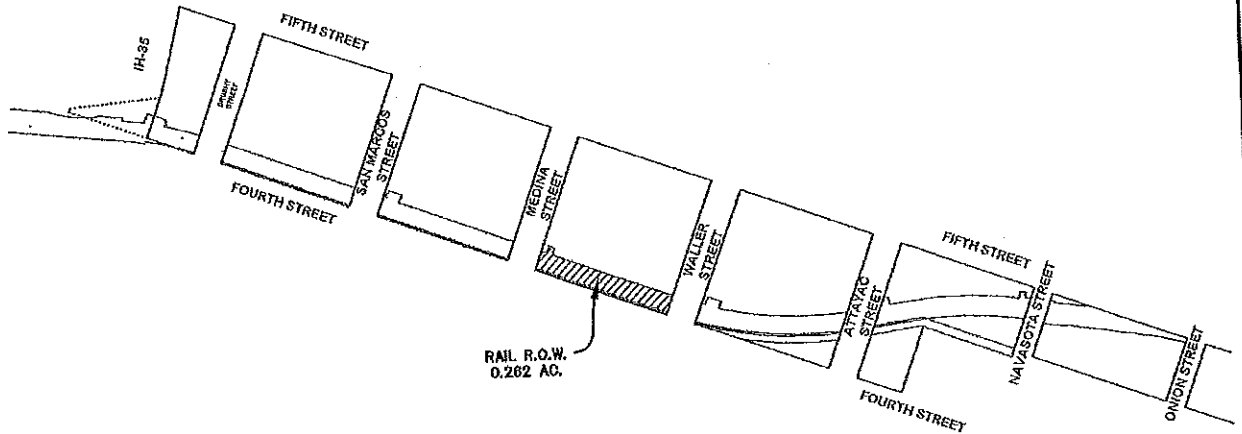


LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°21'54"E	12.01
L2	N20°38'06"E	14.00
L3	S69°21'54"E	12.09
L4	S20°38'06"W	14.00
L5	N20°45'53"E	3.87
L6	S69°14'07"E	3.39

PAGE 3 OF 4  
SURVEYED BY:  
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095800  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

# SKETCH TO ACCOMPANY DESCRIPTION OF 0.262 AC. OR 11,432 SQ. FT. OF LAND OUT OF LOTS 34-44, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



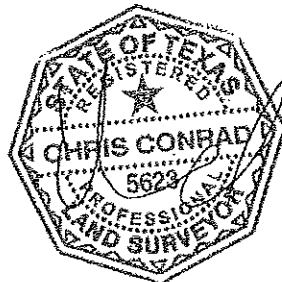
VICINITY MAP  
NOT TO SCALE

### LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

#### NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
SURVEYED BY: McGRAY & McGRAY  
REVISION 7:  
02/05/2016  
ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

0.803 AC.

EXHIBIT "B"

FIELD NOTES FOR A RAIL R.O.W. BEING 0.803 OF ONE ACRE OF LAND

DESCRIPTION OF 0.803 OF ONE ACRE (34,971 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID GOVERNMENT OUTLOTS, DATED JANUARY, 1840, ON FILE IN THE GENERAL LAND OFFICE, AND OUT OF LOTS 45 THROUGH 56, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 5 AND PARCEL 6 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.803 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the west line of said Lot 45 and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 5 tract and the east line of Waller Street, from which a 1/2" iron rod found at the northwest corner of said CapMetro Parcel 5 tract, same being in the south line of Fifth Street bears N20°45'53"E 238.54 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,906.44, E=3,118,025.69;

THENCE, with the north line of this tract, crossing said Lots 45 through 54 and said CapMetro Parcel 5 and Parcel 6 tract, the following eighteen (18) courses:

1. S69°43'23"E 12.04 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 15.45 feet to a 1/2" iron rod set with a plastic cap;
3. S69°21'54"E 27.97 feet to a 1/2" iron rod set with a plastic cap;
4. S20°38'06"W 14.55 feet to a 1/2" iron rod set with a plastic cap;
5. with a curve to the left, whose intersection angle is 19°41'45", a radius of 714.36 feet, an arc distance of 245.57 feet, the chord of which bears S86°03'55"E 244.36 feet to a 1/2" iron rod set with a plastic cap; and
6. N83°45'09"E 12.41 feet to a 1/2" iron rod set with a plastic cap in the east line of said CapMetro Parcel 5 tract, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro Parcel 5 tract, same being in the south line of Fifth Street bears N20°45'53"E 163.43 feet;
7. N82°43'23"E 73.87 feet to a 1/2" iron rod set with a plastic cap;

0.803 AC.

8. N07°23'25"W 14.01 feet to a 1/2" iron rod set with a plastic cap;
9. N82°36'35"E 12.00 feet to a 1/2" iron rod set with a plastic cap;
10. S07°23'25"E 14.00 feet to a 1/2" iron rod set with a plastic cap;
11. N82°36'06"E 22.47 feet to a 1/2" iron rod set with a plastic cap;
12. N83°16'00"E 50.88 feet to a 1/2" iron rod set with a plastic cap;
13. with a curve to the right, whose intersection angle is 12°26'42", a radius of 749.81 feet, an arc distance of 162.86 feet, the chord of which bears S89°11'54"E 162.54 feet to a 1/2" iron rod set with a plastic cap;
14. S82°03'44"E 29.54 feet to a 1/2" iron rod set with a plastic cap;
15. N08°58'22"E 13.51 feet to a 1/2" iron rod set with a plastic cap;
16. S81°01'38"E 12.00 feet to a 1/2" iron rod set with a plastic cap;
17. S08°58'22"W 11.34 feet to a 1/2" iron rod set with a plastic cap; and
18. S80°59'53"E 11.73 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, same being in the east line of said CapMetro Parcel 6 tract and the west line of Navasota Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro Parcel 6 tract, same being in the south line of Fifth Street bears N20°45'50"E 22.74 feet;

THENCE, with an east line of this tract and said CapMetro tract, and the west line of Navasota Street, S20°45'50"W 43.01 feet to a 1/2" iron rod set with a plastic cap at an exterior ell corner of this tract;

THENCE, with the perimeter of this tract, crossing said CapMetro Parcel 6 tract, the following four (4) courses;

1. N81°47'43"W 43.14 feet to a 1/2" iron rod set with a plastic cap;
2. with a curve to the left, whose intersection angle is 12°26'24", a radius of 709.81 feet, an arc distance of 154.11 feet, the chord of which bears N89°11'54"W 153.81 feet to a 1/2" iron rod set with a plastic cap;
3. S83°15'30"W 2.30 feet to a 1/2" iron rod set with a plastic cap; and
4. S69°17'43"E 188.72 feet to a 1/2" iron rod set with a plastic cap in the east line of said CapMetro Parcel 6 tract and the west line Navasota Street;



0.803 AC.

THENCE, with an east line of this tract and said CapMetro Parcel 6 tract and the west line of Navasota Street, **S20°45'50"W 17.00 feet** to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract, same being at an exterior ell corner in said CapMetro Parcel 6 tract and at the northeast corner of Lot 6, Block No. 5, R.H. Peck Subdivision, a subdivision of record in Book 5, Page 551, Plat Records, Travis County, Texas, said Lot 6 described in a deed to The Julia J. Sawyer Family Limited Partnership II in Document No. 2015034568, Official Public Records, Travis County, Texas;

THENCE, with the south line of this tract, the following two (2) courses;

1. with a south line of said CapMetro Parcel 6 tract and the north line of Lots 6 through 3, Block No. 5, in said R.H. Peck Subdivision, said Lot 5 described in said Document Nos. 2002161900 and 2002161901 and Lots 4 and 3 described in a deed to James C. Daywood, Trustee, of record in Document No. 2003292407, of record in Official Public Records, Travis County, Texas, **N69°17'43"W**, passing at 0.31 feet a 1/2" iron rod found, passing at 191.38 feet a 3/8" iron rod found at the northwest corner of said Lot 3 and an interior ell corner of said CapMetro Parcel 6 tract, crossing said CapMetro Parcel 6 tract and continuing 2.43 feet for a total distance of **193.81 feet** to a 1/2" iron rod set with a plastic cap; and
2. crossing said CapMetro Parcel 6 tract and said Lot 56, **S82°40'56"W 103.44 feet** to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 56 and said CapMetro Parcel 6 tract and the east line of Attayac Street;

THENCE, continuing with the south line of this tract, the west line of said Lot 56 and said CapMetro Parcel 6 tract, and the east line of Attayac Street, **N20°45'53"E 8.88 feet** to a 1/2" iron rod set with a plastic cap at the northwest corner of said Lot 56;

THENCE, continuing with the south line of this tract and the north line of Attayac Street, **N69°35'57"W 60.00 feet** to a 1/2" iron rod set at the northeast corner of said Lot 55, same being in the east line of said CapMetro Parcel 5 tract and the west line of Attayac Street;

THENCE, continuing with the south line of this tract, the east line of said Lot 55 and said CapMetro Parcel 5 tract, and the west line of Attayac Street, **S20°45'53"W 39.62 feet** to a 1/2" iron rod set with a plastic cap, from which a 1/2" iron rod found at the southeast corner of said Lot 55 and said CapMetro Parcel 5 tract, same being in the north line of Fourth Street bears **S20°45'53"W 60.38 feet**;

THENCE, continuing with the south line of this tract, the following two (2) courses:

1. crossing said Lots 55 through 48 and said CapMetro Parcel 5 tract, with a curve to the right, whose intersection angle is **14°42'28"**, a radius of **767.36 feet**, an arc distance of **196.98 feet**, the chord of which bears **N87°30'00"W 196.44 feet** to a 1/2" iron rod set with a plastic cap in the south line of said Lot 48 and said CapMetro Parcel 5 tract and the north line of Fourth Street;

0.803 AC.

- 2. with the south line of said Lots 48 through 45 and said CapMetro Parcel 5 tract and the north line of Fourth Street, **N69°35'57"W 98.41 feet** to a 1/2" iron rod found at the southwest corner of this tract, said Lot 45, and said CapMetro Parcel 5 tract, same being in the east line of Waller Street;

THENCE, with the west line of this tract, said Lot 45 and said CapMetro Parcel 5 tract and the east line of Waller Street, **N20°45'53"E 43.98 feet** to the POINT OF BEGINNING, and containing 0.803 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
 3301 Hancock Dr., Ste. 6  
 Austin, TX 78731 (512) 451-8591  
 TBPLS Firm# 10095500



*Chris Conrad*

02/05/16

Date

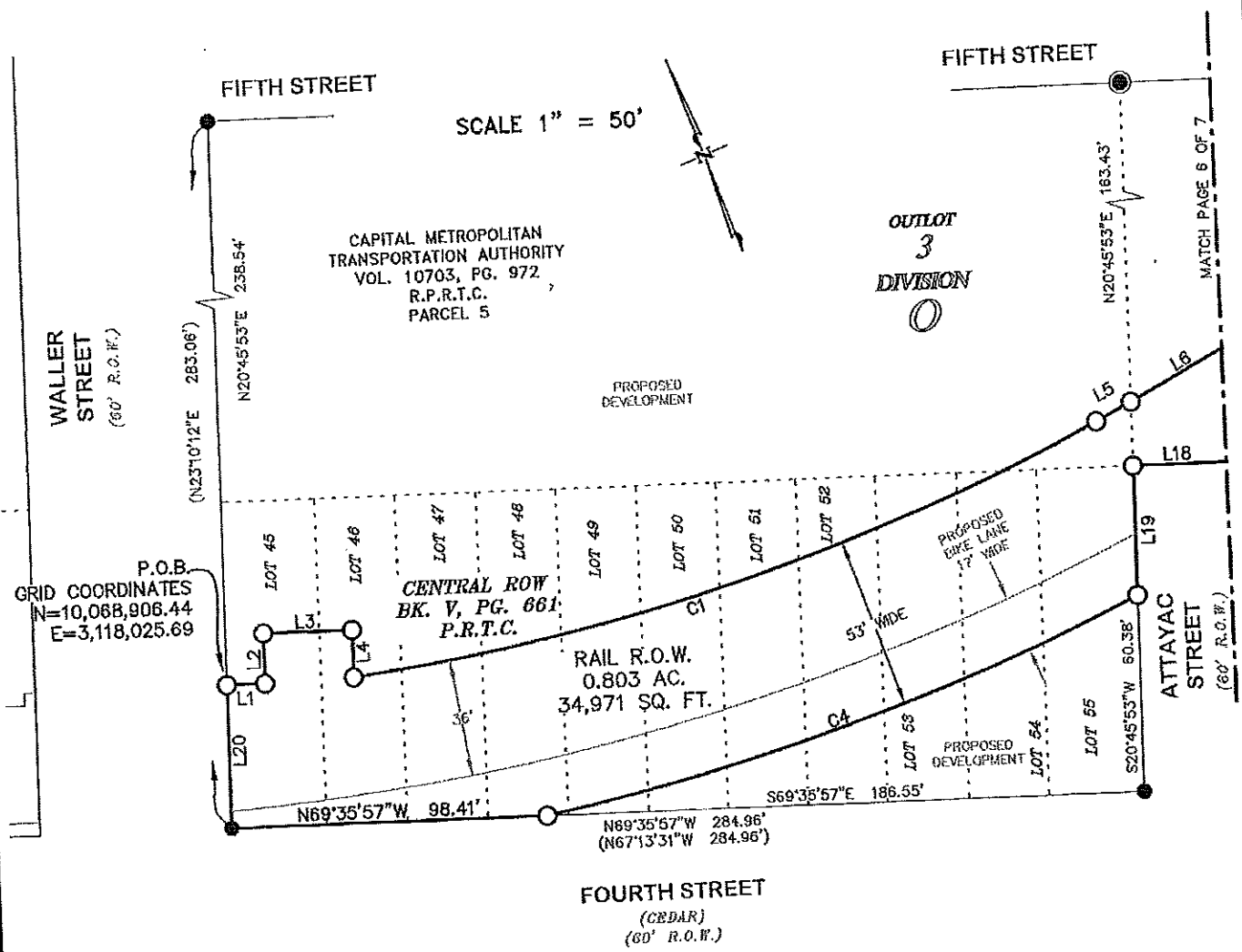
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
 Descriptions 2015/Plaza Saltillo/Parcel 5-6 ROW 0.803 ac. Rev 2  
 Issued 12/10/15, 01/21/16, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.803 AC. OR 34,971 SQ. FT. OF LAND OUT OF LOTS 45-56, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



FOURTH STREET  
(CEDAR)  
(60' R.O.W.)

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	245.57	714.36	19°41'45"	124.01	S86°03'55"E	244.36
C2	162.86	749.81	12°26'42"	81.75	S89°11'54"E	162.54
C3	154.11	709.81	12°26'24"	77.36	N89°11'54"W	153.81
C4	196.98	767.36	14°42'28"	99.03	N87°30'00"W	196.44

LINE	BEARING	LENGTH
L1	S69°43'23"E	12.04
L2	N20°38'06"E	15.45
L3	S69°21'54"E	27.97
L4	S20°38'06"W	14.55
L5	N83°45'09"E	12.41
L6	N82°43'23"E	73.87
L7	N07°23'25"W	14.01
L8	N82°36'36"E	12.00
L9	S07°23'25"E	14.00
L10	N82°36'06"E	22.47
L11	S82°03'44"E	29.54

LINE	BEARING	LENGTH
L12	N08°58'22"E	13.51
L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
L15	S80°59'53"E	11.73
L16	S20°45'50"W	17.00
L17	N20°45'53"E	8.88
L18	N69°35'57"W	60.00
L19	S20°45'53"W	39.62
L20	N20°45'53"E	43.98
L21	N20°45'50"E	22.74

PAGE 5 OF 7  
SURVEYED BY:

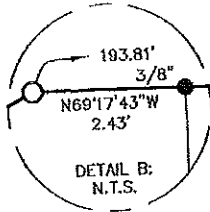
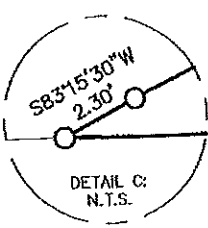
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

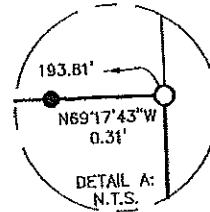
JOB NO.: 15-040

CMTA

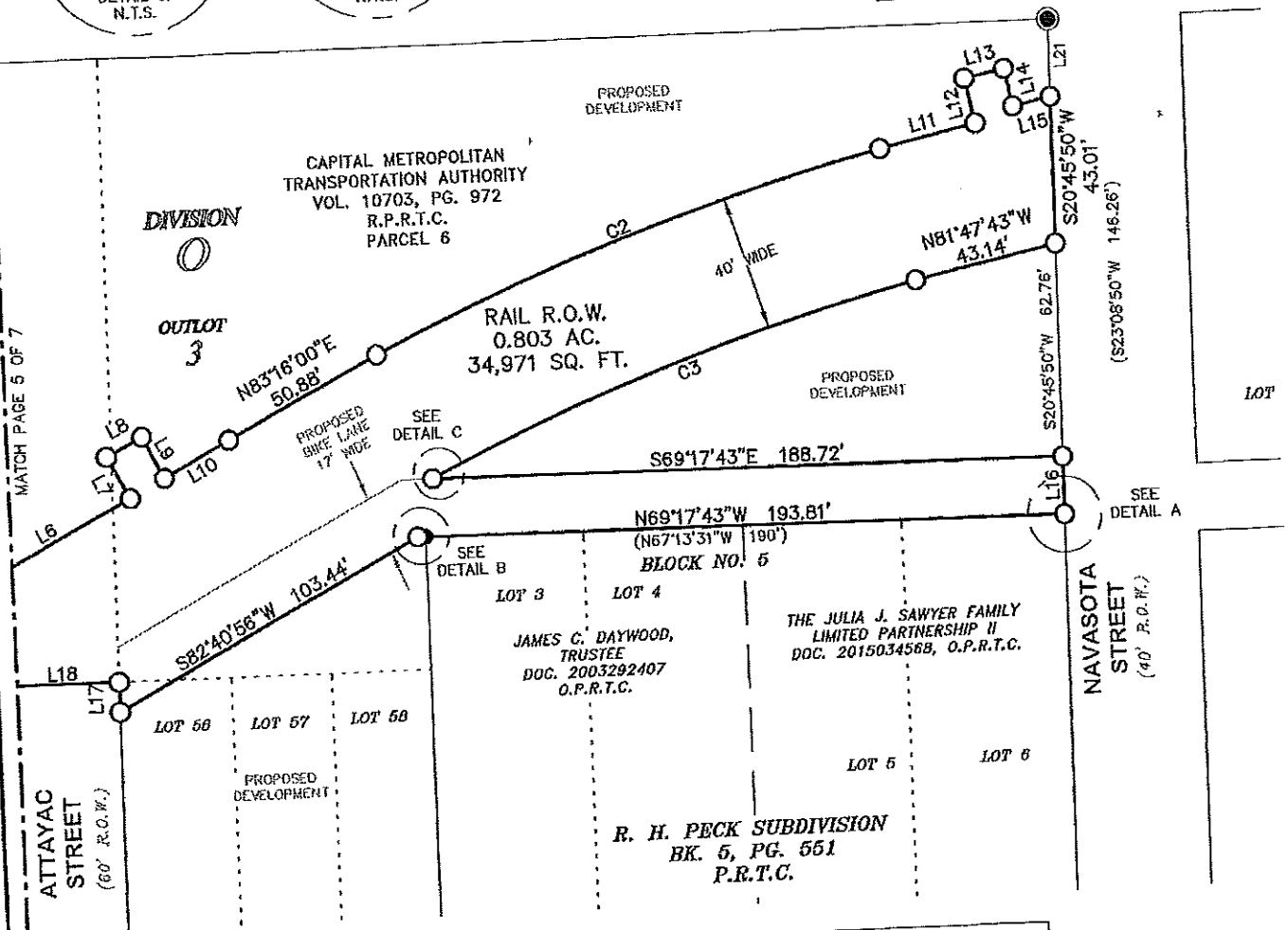
SKETCH TO ACCOMPANY DESCRIPTION OF 0.803 AC. OR 34,971 SQ. FT. OF LAND  
OUT OF LOTS 45-56, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



FIFTH STREET  
(PINE STREET)  
(80' R.O.W.)



SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	245.57	714.36	19°41'45"	124.01	S86°03'55"E	244.36
C2	162.86	749.81	12°26'42"	81.75	S89°11'54"E	162.54
C3	154.11	709.81	12°26'24"	77.36	N89°11'54"W	153.81
C4	196.98	767.36	14°42'28"	99.03	N87°30'00"W	196.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°43'23"E	12.04
L2	N20°38'06"E	15.45
L3	S69°21'54"E	27.97
L4	S20°38'06"W	14.55
L5	N83°45'09"E	12.41
L6	N82°43'23"E	73.87
L7	N07°23'25"W	14.01
L8	N82°36'35"E	12.00
L9	S07°23'25"E	14.00
L10	N82°36'06"E	22.47
L11	S82°03'44"E	29.54

LINE TABLE		
LINE	BEARING	LENGTH
L12	N08°58'22"E	13.51
L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
L15	S80°59'53"E	11.73
L16	S20°45'50"W	17.00
L17	N20°45'53"E	8.88
L18	N69°35'57"W	60.00
L19	S20°45'53"W	39.62
L20	N20°45'53"E	43.98
L21	N20°45'50"E	22.74

PAGE 6 OF 7  
SURVEYED BY:

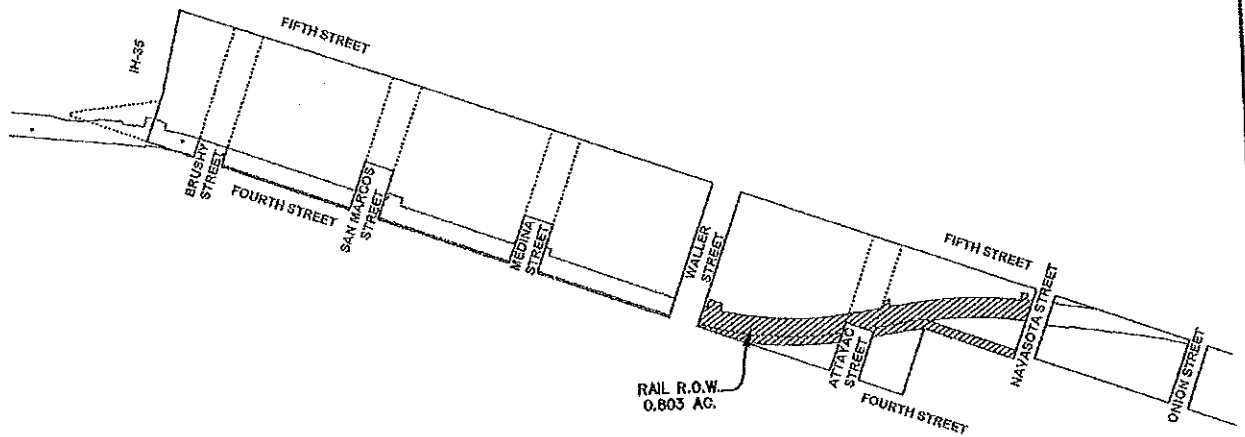
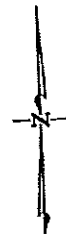
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-040

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.803 AC. OR 34,971 SQ. FT. OF LAND  
OUT OF LOTS 45-56, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



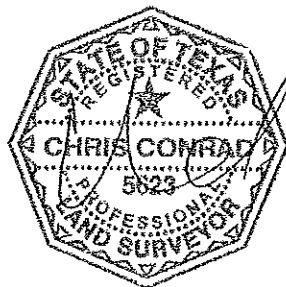
VICINITY MAP  
NOT TO SCALE

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 7 OF 7  
SURVEYED BY:

REVISION 2:  
02/05/2016  
ISSUED: 12/10/15

**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-040

## FIELD NOTES FOR A RAIL R.O.W. BEING 0.196 OF ONE ACRE OF LAND

DESCRIPTION OF 0.196 OF ONE ACRE (8,541 SQUARE FEET) OF LAND OUT OF LOTS 7 THROUGH 12, BLOCK NO. 1, R.H. PECK SUBDIVISION, OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOTS 7 THROUGH 12 BEING DESCRIBED AS PARCEL 7 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.196 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the southeast corner of this tract, same being in the east line of said Lot 7 and said Capital Metropolitan Transportation Authority (CapMetro) tract, and the west line of Onion Street, from which a mag nail found at the southeast corner of said Lot 7 and said CapMetro tract, same being in the north line of a 20 foot alley bears S20°45'27"W 123.40 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS), grid value of N=10,068,788.47, E=3,119,005.37

THENCE, with the south line of this tract, crossing said Lots 7 through 12 and said CapMetro tract, the following four (4) courses:

1. with a curve to the left having an intersection angle of 08°13'00", a radius of 634.47 feet, an arc distance of 90.99 feet, the chord of which bears N76°53'23"W 90.91 feet to a 1/2" iron pin set with a plastic cap;
2. N80°59'53"W 154.12 feet to a 1/2" iron rod set with a plastic cap;
3. S09°00'07"W 2.00 feet to a 1/2" iron rod set with a plastic cap; and
4. N80°59'53"W 48.11 feet to a 1/2" iron rod set with a plastic cap at the southwest corner of this tract, same being in the west line of said Lot 12 and said CapMetro tract and the east line of Navasota Street, from which a 1/2" iron rod found with cap at the southwest corner of said Lot 12 and said CapMetro tract, same being in the north line of a 20 foot alley bears S20°45'50"W 70.22 feet;

THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Navasota Street, N20°45'50"E 47.67 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of this tract;

0.196 AC.

THENCE, with the north line of this tract, crossing said Lots 12 and 11 and said CapMetro tract, the following three (3) courses:

1. S80°59'53"E 8.70 feet to a 1/2" iron rod set with a plastic cap;
2. S21°21'13"W 2.73 feet to a 1/2" iron rod set with a plastic cap; and
3. S80°59'53"E 77.80 feet to a 1/2" iron rod set with a plastic cap at an angle point in the north line of this tract, same being in the north line of said Lot 11 and said CapMetro tract and the south line of Fifth Street;

THENCE, continuing with the north line of this tract, said Lots 11 through 7, and said CapMetro tract and the south line of Fifth Street, S69°42'29"E 203.02 feet to a 1/2" iron rod found with cap at the northeast corner of this tract, said Lot 7, and said CapMetro tract, same being in the west line of Onion Street;

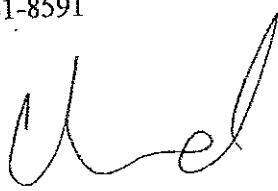
THENCE, with the east line of this tract, said Lot 7, and said CapMetro tract and the west line of Onion Street, S20°45'27"W 8.95 feet to the POINT OF BEGINNING and containing 0.196 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

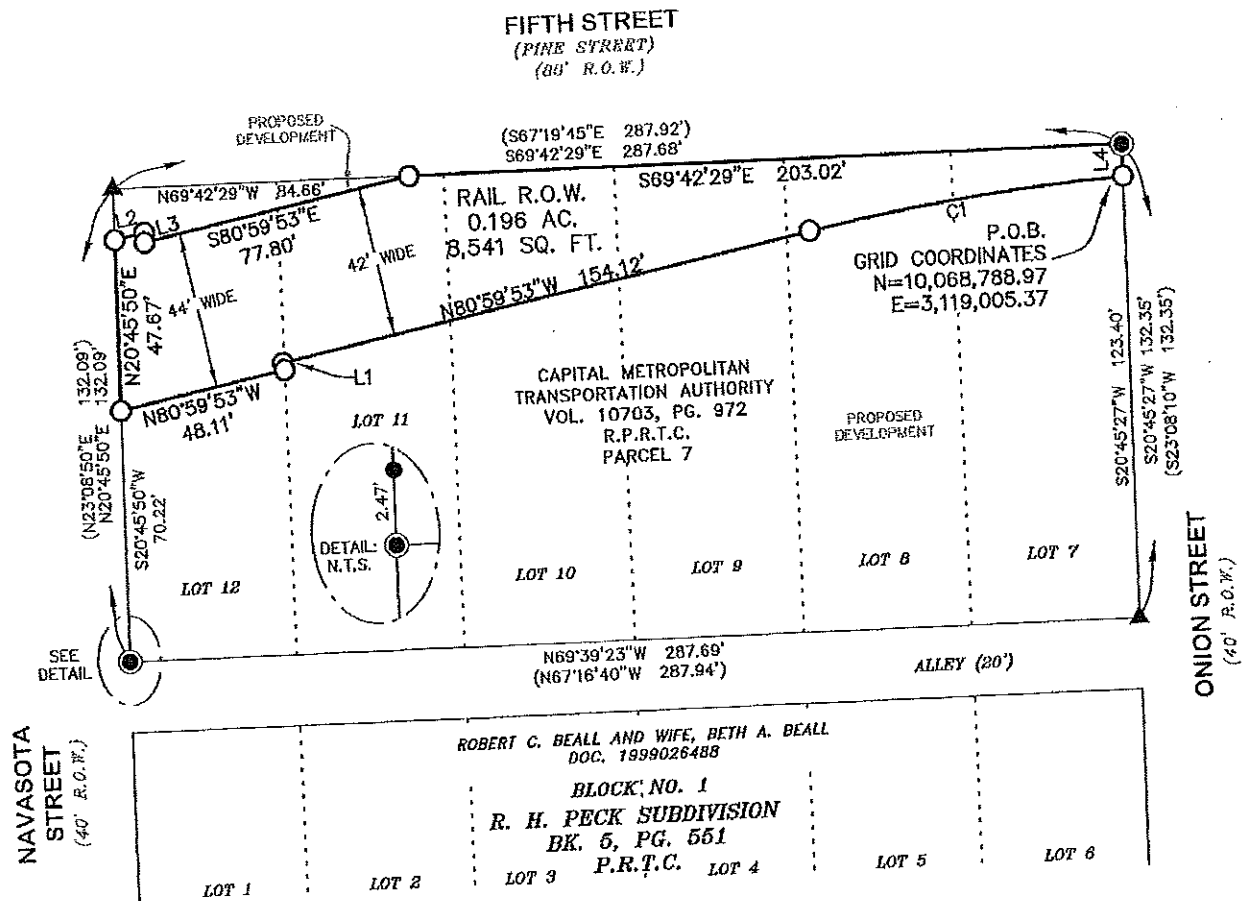
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 7 ROW 0.196 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.196 AC. OR 8,541 SQ. FT.  
OF LAND OUT OF LOTS 7-12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	90.99	634.47	08°13'00"	45.57	N76°53'23"W	90.91

LINE TABLE		
LINE	BEARING	LENGTH
L1	S09°00'07"W	2.00
L2	S80°59'53"E	8.70
L3	S21°21'13"W	2.73
L4	S20°45'27"W	8.95

PAGE 3 OF 4  
SURVEYED BY:

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FRIM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

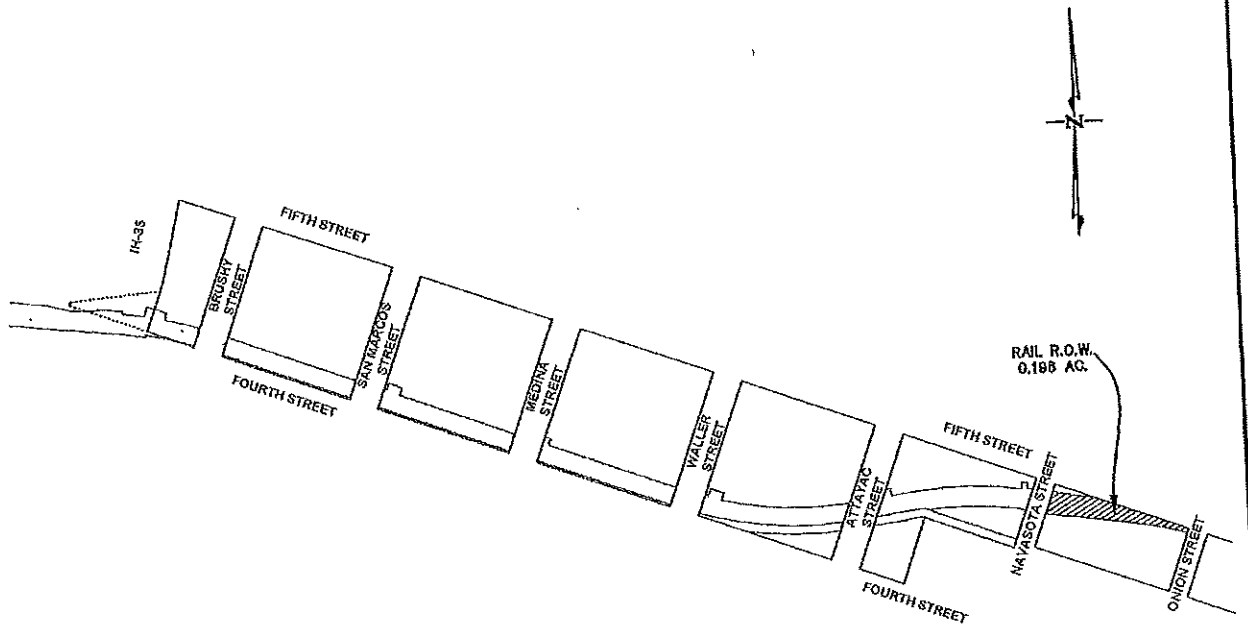
AUSTIN GRID# J-22

JOB NO.: 15-004



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.196 AC. OR 8,541 SQ. FT.  
OF LAND OUT OF LOTS 7-12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

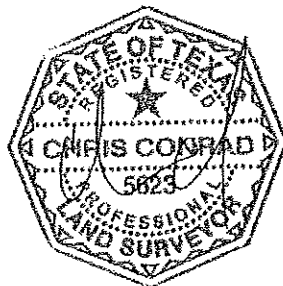


VICINITY MAP  
NOT TO SCALE

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

NOTES:  
 1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.  
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.  
 3. REFERENCE TO THE OUTLOT OF DIVISION "0" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.



*Chris Conrad*

02/04/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: REVISION 6:  
 02/04/2018  
 ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

## FIELD NOTES FOR 0.002 OF ONE ACRE OF LAND

DESCRIPTION OF 0.002 OF ONE ACRE (95 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 10 THROUGH 11, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.002 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found at the southeast corner of this tract, said Lot 11, and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,069,244.21$ ,  $E=3,117,003.14$ ;

THENCE, with the south line of this tract, said Lot 11 and 10, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}21'54''W$  45.76 feet to a calculated point at the southwest corner of this tract, same being in the south line of said Lot 10 and said CapMetro tract;

THENCE, with the north line of this tract, crossing said Lots 10 and 11 and said CapMetro tract, with a curve to the right, whose intersection angle is  $03^{\circ}40'59''$ , a radius of 713.81 feet, an arc distance of 45.89 feet, the chord of which bears  $S73^{\circ}28'54''E$  45.88 feet to a calculated point at the northeast corner of this tract, same being in the east line of said Lot 11 and said CapMetro tract and the west line of Brushy Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}39'26''E$  266.99 feet;

0.002 AC.

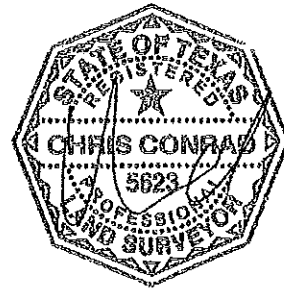
THENCE, with the east line of this tract, said Lot 11, and said CapMetro tract and the west line of Brushy Street, **S20°39'26"W 3.29 feet** to the POINT OF BEGINNING, and containing 0.002 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in black ink, appearing to read "Ued", is written over a horizontal line.

02/05/16  
Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

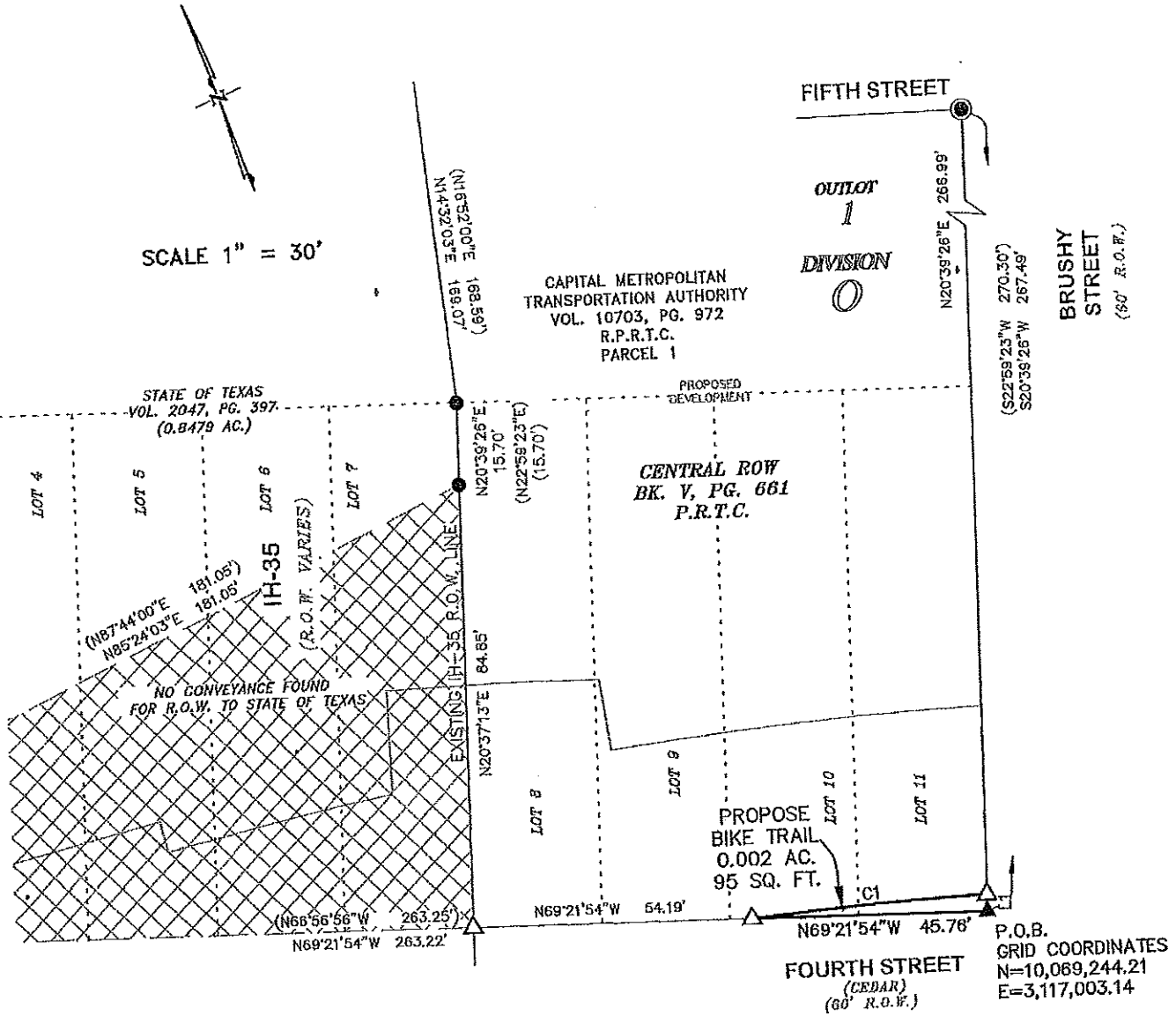
Descriptions 2014/Plaza Saltillo/Parcel 1 Trail 0.002 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.002 AC. OR 95 SQ. FT.  
OF LAND OUT OF LOTS 9 THROUGH 11, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 30'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°39'26"W	3.29

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	45.89	713.81	03°40'59"	22.95	S73°28'54"E	45.88

PAGE 3 OF 4  
SURVEYED BY:

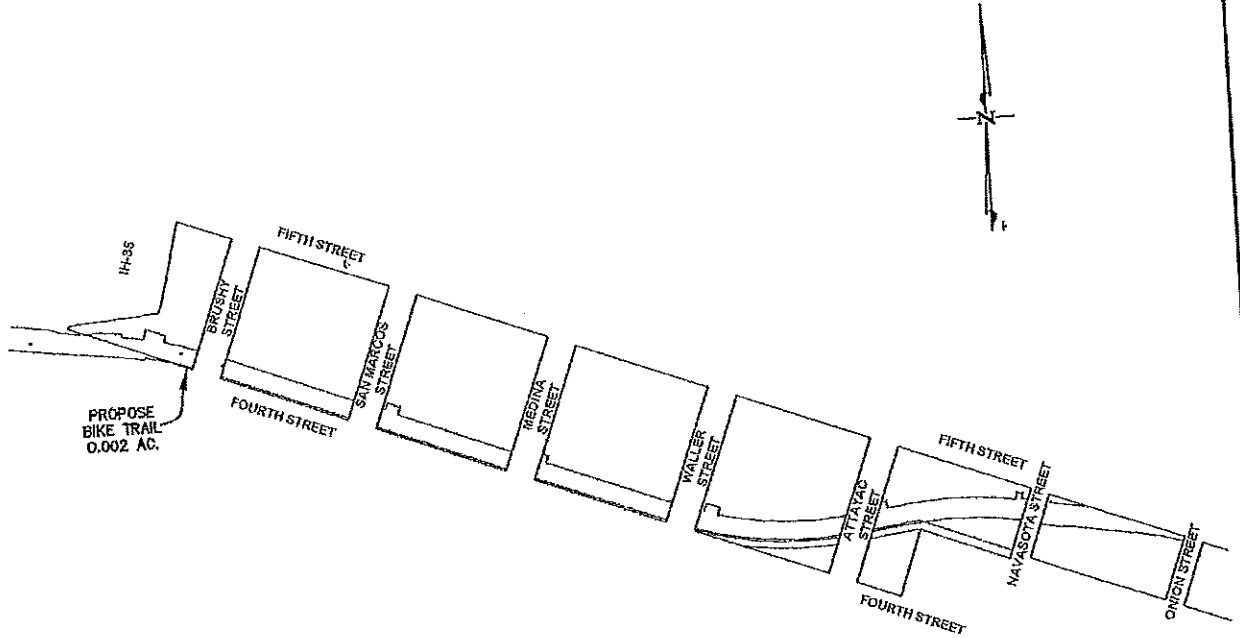
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095600  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.002 AC. OR 95 SQ. FT.  
OF LAND OUT OF LOTS 9 THROUGH 11, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

- NOTES:
1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
  2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
  3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: REVISION 5:  
 02/05/2016  
 ISSUED: 05/19/14

McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

## FIELD NOTES FOR 0.025 OF ONE ACRE OF LAND

DESCRIPTION OF 0.025 OF ONE ACRE (1,100 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 12 THROUGH 22, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.025 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southeast corner of this tract, said Lot 22 and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,069,126.11, E=3,117,316.71;

THENCE, with the south line of this tract, said Lots 22 through 12, and said CapMetro tract and the north line of Fourth Street, N69°21'54"W 275.08 feet to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 22, and said CapMetro tract, same being in the east line of Brushy Street;

THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Brushy Street, N20°39'26"E 4.00 feet to a calculated point at the northwest corner of this tract, from which a 1/2" iron rod found with cap at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°39'26"E 268.06 feet;

THENCE, with the north line of this tract, crossing said Lots 12 through 22 and said CapMetro tract, S69°21'54"E 275.09 feet to a calculated point at the northeast corner of this tract, same being in the east line of said Lot 22 and said CapMetro tract and the west line of San Marcos Street, from which a mag nail rod found at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°45'15"E 273.94 feet;

0.025 AC.

THENCE, with the east line of this tract, said Lot 22, and said CapMetro tract and the west line of San Marcos Street, S20°45'15"W 4.00 feet to the POINT OF BEGINNING, and containing 0.025 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 2 Trail 0.025 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

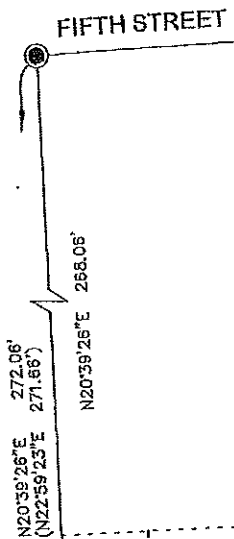
CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.025 AC. OR 1,100 SQ. FT. OF LAND OUT OF LOTS 12-22, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



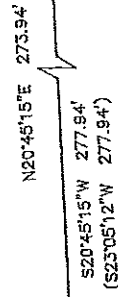
BRUSHY STREET (60' R.O.W.)



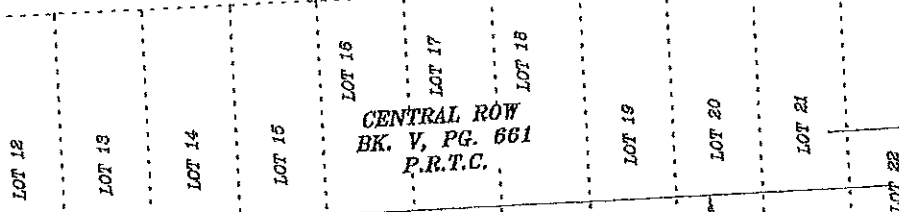
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY VOL. 10703, PG. 972 R.P.R.T.C. PARCEL 2

PROPOSED DEVELOPMENT

OUTLOT 1 DIVISION



SAN MARCOS STREET (80' R.O.W.)



CENTRAL ROW BK. V, PG. 661 P.R.T.C.

PROPOSED BIKE TRAIL 0.025 AC. 1,100 SQ. FT. 4' WIDE

PROPOSED R.O.W. 40' WIDE

S69°21'54"E 275.09' N69°21'54"W 275.08' (N66°56'56"W 275.07')

FOURTH STREET (CEDAR) (80' R.O.W.)

P.O.B. GRID COORDINATES N=10,069,126.11 E=3,117,316.71

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°39'26"E	4.00
L2	S20°45'15"W	4.00

PAGE 3 OF 4 SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC. TBPLS FIRM# 10095500 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591

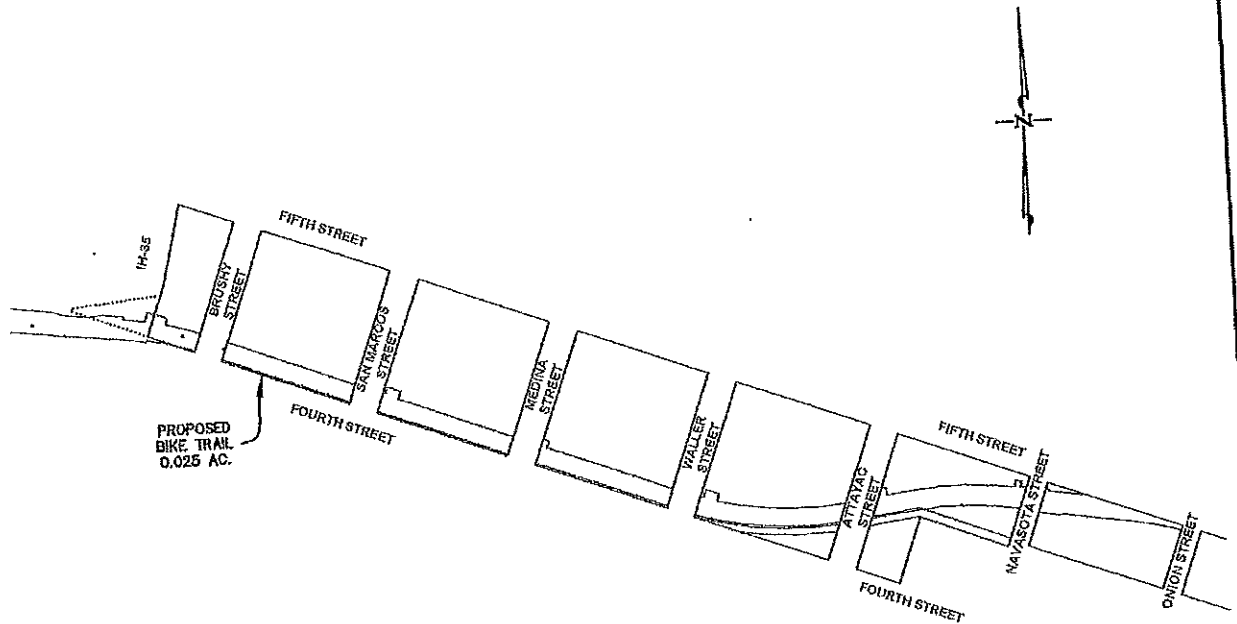
AUSTIN GRID# J-22

JOB NO.: 15-004



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.025 AC. OR 1,100 SQ. FT. OF LAND OUT OF LOTS 12-22, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

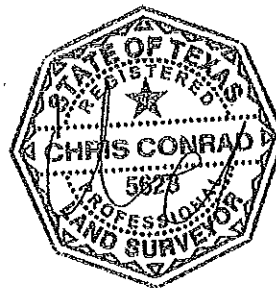


VICINITY MAP  
NOT TO SCALE

- NOTES:
1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
  2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
  3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: \_\_\_\_\_  
 REVISION 5:  
 02/05/2016  
 ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #8  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22      JOB NO.: 15-004

## FIELD NOTES FOR 0.026 OF ONE ACRE OF LAND

DESCRIPTION OF 0.026 OF ONE ACRE (1,120 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 23 THROUGH 33, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 3 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.026 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southeast corner of this tract, said Lot 33, and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,069,006.48$ ,  $E=3,117,634.49$ ;

THENCE, with the south line of this tract, said Lots 33 through 23, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}21'54''W$  279.91 feet to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 23, and said CapMetro tract, same being in the east line of San Marcos Street;

THENCE, with the west line of this tract, said Lot 23, and said CapMetro tract and the east line of San Marcos Street,  $N20^{\circ}45'15''E$  4.00 feet to a calculated point at the northwest corner of this tract, from which a 1/2" iron rod found at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'15''E$  274.72 feet;

THENCE, with the north line of this tract, crossing said Lots 23 through 33 and said CapMetro tract,  $S69^{\circ}21'54''E$  279.91 feet to a calculated point at the northeast corner of this tract, same being in the east line of said Lot 33 and said CapMetro tract, and the west line of Medina Street, from which a 1/2" iron rod found at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'15''E$  276.40 feet;

0.026 AC.

THENCE, with the east line of this tract, said Lot 33, and said CapMetro tract and the west line of Medina Street, S20°45'15"W 4.00 feet to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in black ink, appearing to read "Uel", written over a horizontal line.

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

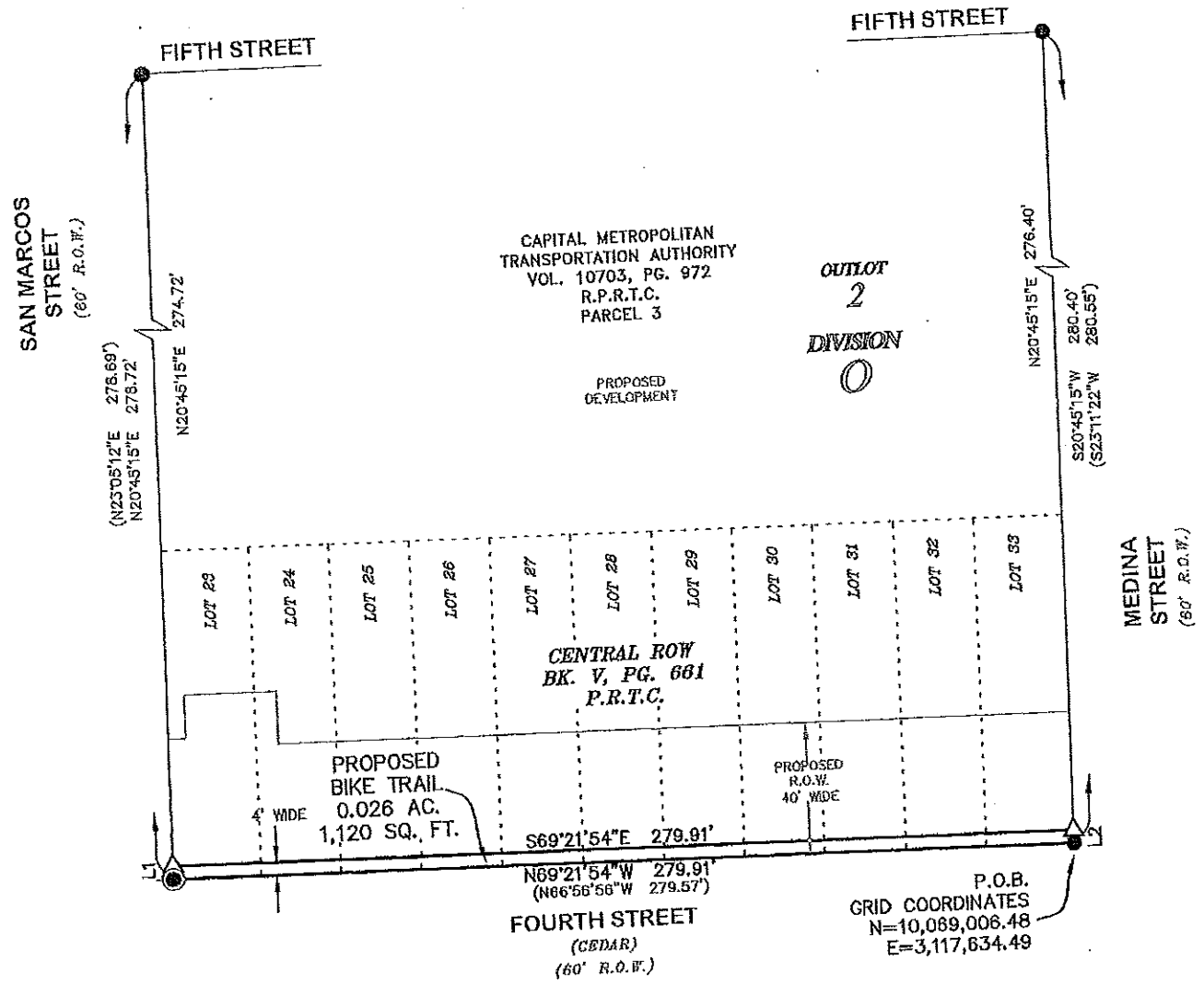
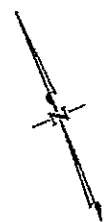
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 3 Trail 0.026 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 AC. OR 1,120 SQ. FT. OF LAND OUT OF LOTS 23-33, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



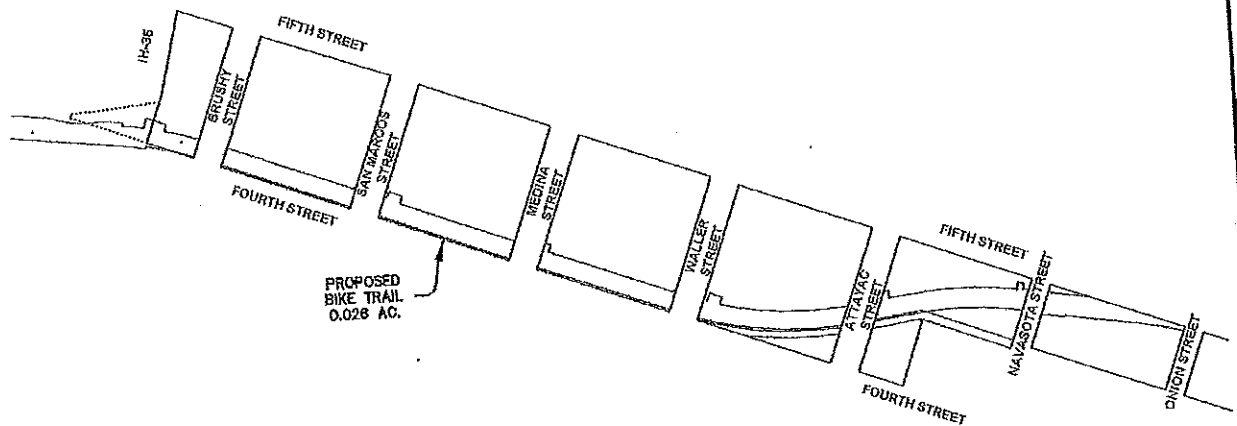
LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°45'15"E	4.00
L2	S20°45'15"W	4.00

PAGE 3 OF 4  
SURVEYED BY:

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 AC. OR 1,120 SQ. FT. OF LAND OUT OF LOTS 23-33, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
 SURVEYED BY: REVISION 5:  
 02/05/2016  
 ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**

TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

0.026 AC.

EXHIBIT "B"

FIELD NOTES FOR 0.026 OF ONE ACRE OF LAND

DESCRIPTION OF 0.026 OF ONE ACRE (1,125 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 34 THROUGH 44, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 4 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.026 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southeast corner of this tract, said Lot 44, and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of Fourth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,886.15, E=3,117,953.96;

THENCE, with the south line of this tract, said Lots 44 through 34, and said CapMetro tract and the north line of Fourth Street, **N69°21'54"W 281.25 feet** to a calculated point at the southwest corner of this tract, said Lot 34, and said CapMetro tract, same being in the east line of Medina Street, from which a 1/2" iron rod found bears S37°02'56"W 1.36 feet;

THENCE, with the west line of this tract, said Lot 34, and said CapMetro tract and the east line of Medina Street, **N20°45'15"E 4.00 feet** to a calculated point at the northwest corner of this tract, from which a mag nail found at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°45'15"E 276.76 feet;

THENCE, with the north line of this tract, crossing said Lots 34 through 44 and said CapMetro tract, **S69°21'54"E 281.26 feet** to a calculated point at the northeast corner of this tract, same being in the east line of said Lot 44 and said CapMetro tract and the west line of Waller Street, from which a mag nail found at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears N20°45'53"E 278.44 feet;

0.026 AC.

THENCE, with the east line of this tract, said Lot 44, and said CapMetro tract and the west line of Waller Street, **S20°45'53"W 4.00 feet** to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in black ink, appearing to read "U. Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Parcel 4 Trail 0.026 ac Rev 5

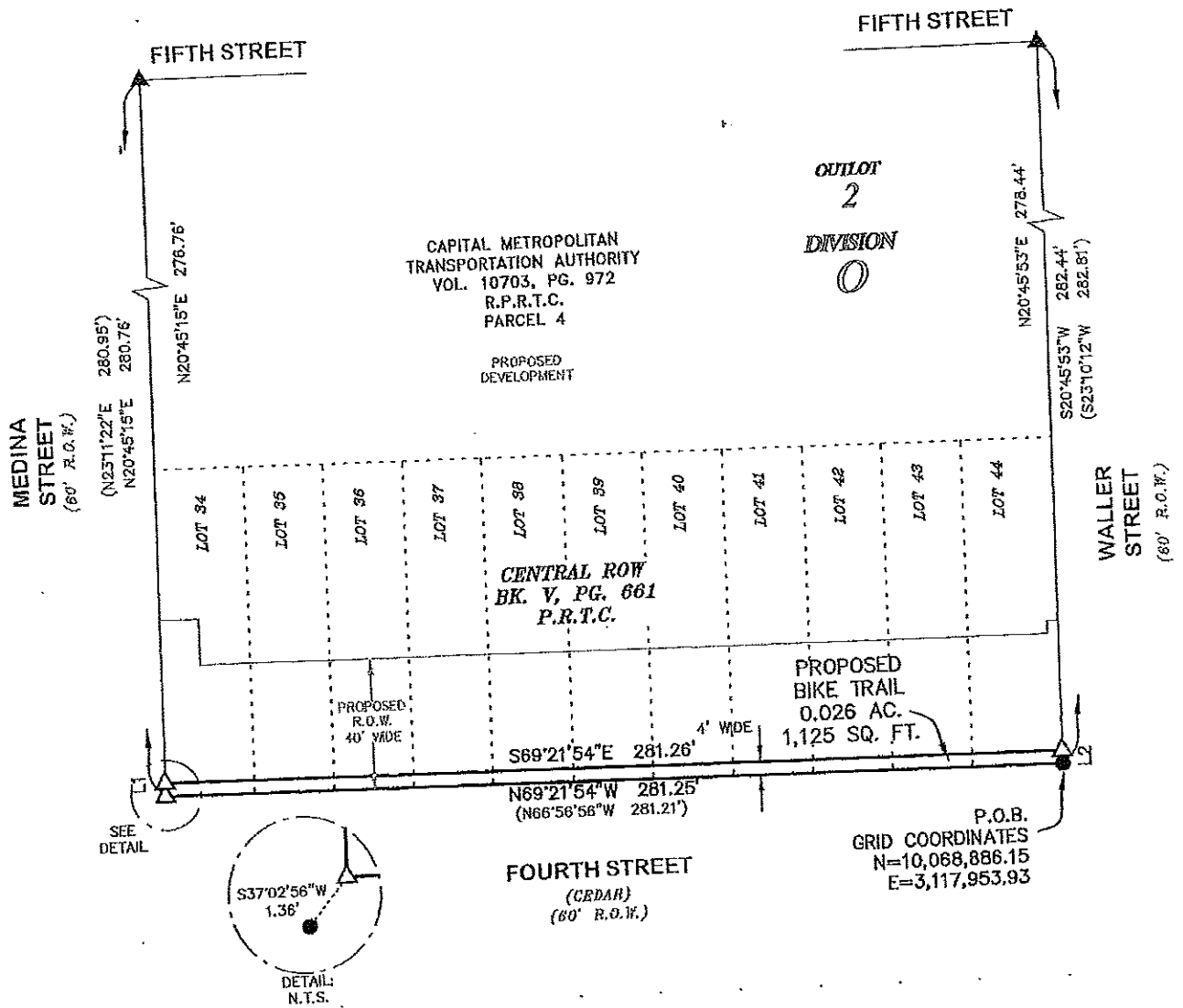
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 AC. OR 1,125 SQ. FT. OF LAND OUT OF LOTS 34-44, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°45'15"E	4.00
L2	S20°45'53"W	4.00

PAGE 3 OF 4 SURVEYED BY:

McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

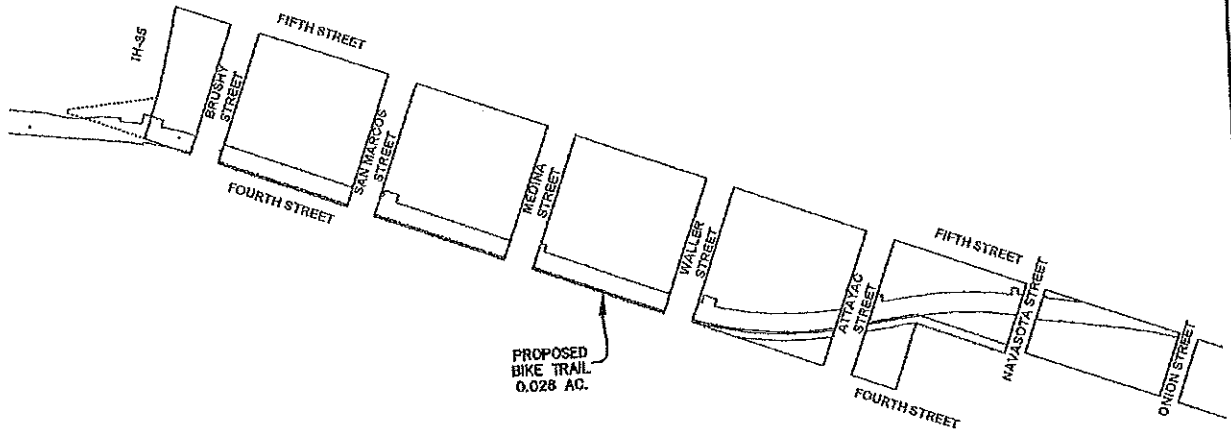
AUSTIN GRID# J-22

JOB NO.: 15-004



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 AC. OR 1,125 SQ. FT. OF LAND OUT OF LOTS 34-44, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
SURVEYED BY:

REVISION 5:  
02/05/2016  
ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

0.100 AC.

EXHIBIT "B"

FIELD NOTES FOR 0.100 OF ONE ACRE OF LAND

DESCRIPTION OF 0.100 OF ONE ACRE (4,353 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 45 THROUGH 55, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 5 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.100 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northwest corner of this tract, same being in the west line of said Lot 45 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the east line of Waller Street, from which a 1/2" iron rod found at the northwest corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'53''E$  277.30 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,068,870.19$ ,  $E=3,118,011.94$ ;

THENCE, with the north line of this tract, crossing said Lots 45 through 55 and said CapMetro tract, with a curve to the left, whose intersection angle is  $22^{\circ}39'50''$ , a radius of 750.36 feet, an arc distance of 296.81 feet, the chord of which bears  $S84^{\circ}08'45''E$  294.88 feet to a calculated point at the northeast corner of this tract, same being in the east line of said Lot 55 and said CapMetro tract and the west line of Attayac Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears  $N20^{\circ}45'53''E$  203.78 feet;

THENCE, with the east line of this tract, said Lot 55, and said CapMetro tract and the west line of Attayac Street,  $S20^{\circ}45'53''W$  18.90 feet to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract, from which a 1/2" iron rod found at the southeast corner of said Lot 55 and said CapMetro tract, same being in the north line of Fourth Street bears  $S20^{\circ}45'53''W$  60.38 feet;

THENCE, with the south line of this tract, the following two (2) courses:

1. crossing said Lots 55 through 48 and said CapMetro tract, with a curve to the right, whose intersection angle is  $14^{\circ}42'28''$ , a radius of 767.36 feet, an arc distance of 196.98 feet, the chord of which bears  $N87^{\circ}30'00''W$  196.44 feet to a 1/2" iron rod set with a plastic cap in the south line of said Lot 48 and said CapMetro tract and the north line of Fourth Street; and
2. with the south line of said Lots 48 through 45 and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}35'57''W$  98.41 feet to a 1/2" iron rod found at the southwest corner of this tract, said Lot 45, and said CapMetro tract, same being in the east line of Waller Street;

0.100 AC.

THENCE, with the west line of this tract, said Lot 45, and said CapMetro tract and the east line of Waller Street, N20°45'53"E 5.22 feet to the POINT OF BEGINNING, and containing 0.100 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in black ink, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

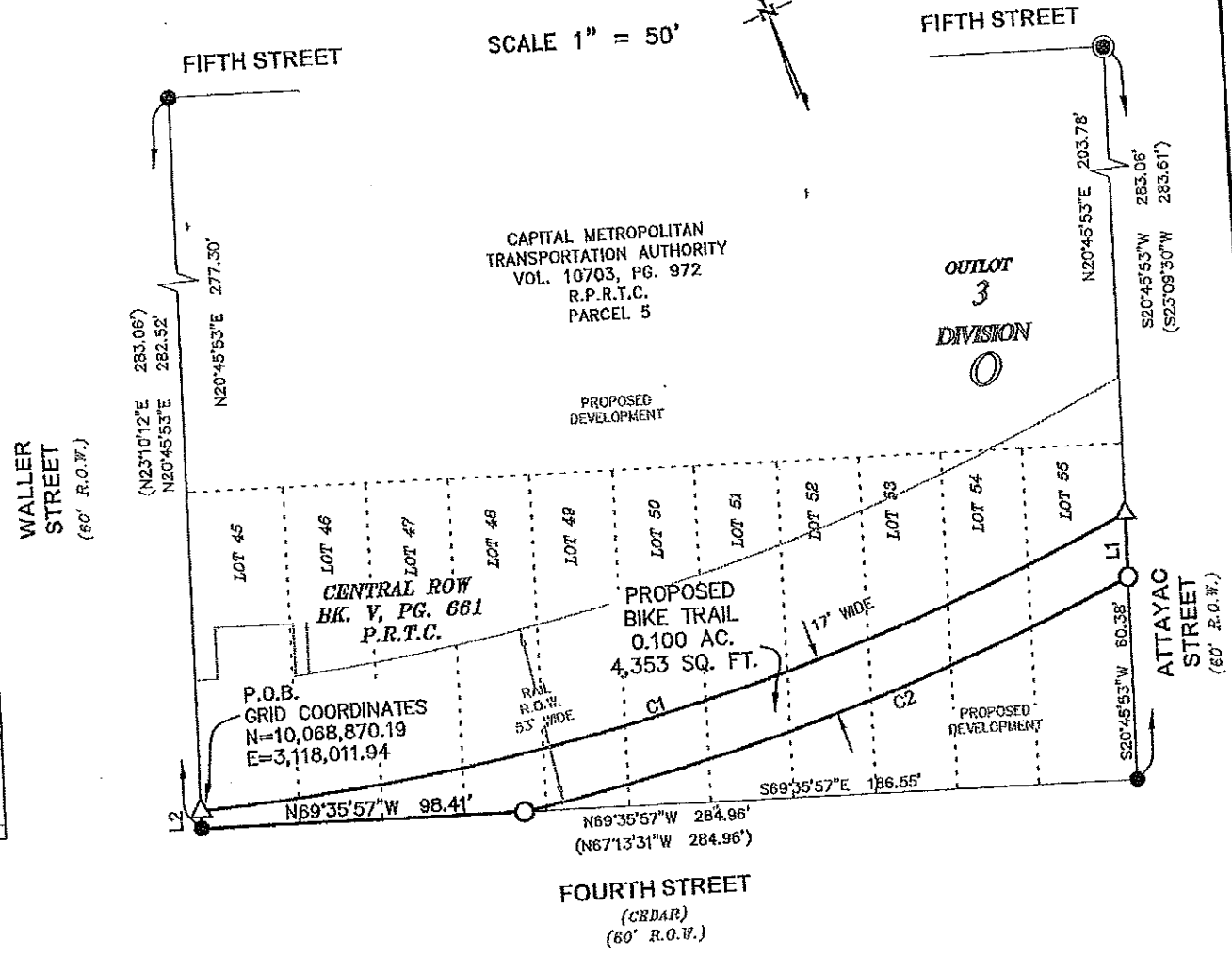
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 5 Trail 0.100 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.100 AC. OR 4,353 SQ. FT.  
OF LAND OUT OF LOTS 45-55, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	296.81	750.36	22°39'50"	150.37	S84°08'45"E	294.88
C2	196.98	767.36	14°42'28"	99.03	N87°30'00"W	196.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°45'53"W	18.90
L2	N20°45'53"E	5.22

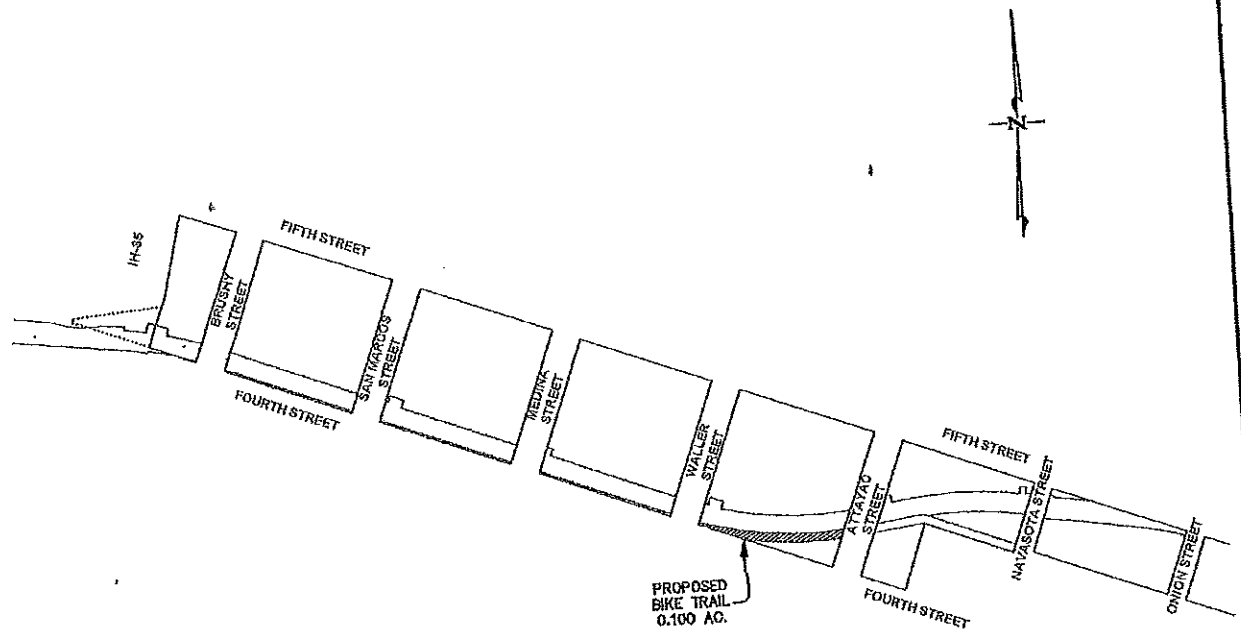
PAGE 3 OF 4 SURVEYED BY:

**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID#: J-22 JOB NO.: 15-004

CMTA

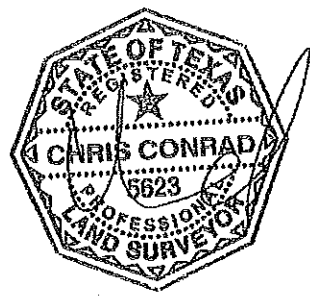
# SKETCH TO ACCOMPANY DESCRIPTION OF 0.100 AC. OR 4,353 SQ. FT. OF LAND OUT OF LOTS 45-55, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:  
 1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.  
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.  
 3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

- LEGEND**
- 1/2" IRON ROD FOUND WITH CAP
  - 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
  - ▲ MAG NAIL FOUND
  - 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
  - △ CALCULATED POINT
  - (XXX) RECORD INFORMATION
  - N.T.S. NOT TO SCALE
  - P.O.B. POINT OF BEGINNING
  - P.R.T.C. PLAT RECORDS TRAVIS COUNTY
  - R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
  - O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

REVISION 6:  
 02/05/2016  
 ISSUED: 05/19/14

PAGE 4 OF 4  
 SURVEYED BY:

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22      JOB NO.: 16-004

## EXHIBIT "B"

## FIELD NOTES FOR 0.118 OF ONE ACRE OF LAND

DESCRIPTION OF 0.118 OF ONE ACRE (5,150 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID GOVERNMENT OUTLOTS, DATED JANUARY, 1840, ON FILE IN THE GENERAL LAND OFFICE, AND OUT OF LOT 56, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 661, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.116 OF ONE ACRE BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 6 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.118 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap for an angle point in the south line of this tract, from which a 3/8" iron rod found in the south line of this tract and at an interior ell corner in said Capital Metropolitan Transportation Authority (CapMetro) tract, same being the northwest corner of Lot 3, Block No. 5 in R.H. Peck Subdivision, of record in Book 5, Page 551, Plat Records, Travis County, Texas, said Lot 3 being described in a deed to James C. Daywood, Trustee, of record in Document No. 2003292407, Official Public Records, Travis County, Texas, bears S69°17'43"E 2.43 feet, from which point of beginning a 3/8" iron rod found at the southeast corner of Lot 58, in said Central ROW Subdivision at an exterior ell corner in said CapMetro tract, and at the southwest corner of said Lot 3 and said Daywood tract, same being in the north line of Fourth Street bears S69°17'43"E 2.43 feet and S20°25'52"W 139.22 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,843.44, E=3,118,468.32;

THENCE, with the south line of this tract, crossing said CapMetro tract and said Lot 56, S82°40'56"W 103.44 feet to a 1/2" iron rod set with a plastic cap in the west line of said Lot 56 and said CapMetro tract and the east line of Attayac Street;

THENCE, with the west line of this tract and said CapMetro tract and the east line of Attayac Street, N20°45'53"E 8.88 feet to a calculated point;

THENCE, with the south line of this tract and the north line of Attayac Street, N69°35'57"W 19.70 feet to a calculated point;

THENCE, with the north line of this tract, crossing said CapMetro tract, the following two (2) tracts:

1. N82°40'56"E 120.94 feet to a calculated point; and

0.118 AC.

- 2. **S69°17'43"E 198.07 feet** to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, same being in the east line of said CapMetro tract, and the west line of Navasota Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the south line of Fifth Street bears **N20°45'50"E 128.51 feet**;

THENCE, with the east line of this tract and said CapMetro tract and the west line of Navasota Street, **S20°45'50"W 17.00 feet** to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract, an exterior ell corner in said CapMetro tract, and at the northeast corner of Lot 6, Block No. 5 in said R.H. Peck Subdivision, said Lot 6 and Lot 5, Block No. 5 in said R.H. Peck Subdivision being described in a deed to the Julia J. Sawyer Family Limited Partnership III (1/2 interest), of record in Document 2002161900, Official Public Records, Travis County, Texas, and in a deed to the Julia J. Sawyer Family Partnership II, (1/2 interest), of record in Document No. 2002161901, Official Public Records, Travis County, Texas;

THENCE, with the south line of this tract and a portion of the south line of said CapMetro tract and the north line of said Lots 6 and 5 and said Sawyer Family tract and said Lots 4 and 3 and said Daywood tract, **N69°17'43"W**, passing at 0.31 feet a 1/2" iron rod found, continuing 191.07 feet for a distance of 191.38 feet passing a 3/8" iron rod found at the northwest corner of said Lot 3 and said Daywood tract, continuing 2.43 feet for a total distance of **193.81 feet** to the POINT OF BEGINNING and containing 0.118 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
 3301 Hancock Dr., Ste. 6  
 Austin, TX 78731 (512) 451-8591  
 TBPLS Firm# 10095500



*Chris Conrad*

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
 Descriptions 2014/Plaza Saltillo/ Parcel 6 Trail 0.118 ac Rev 7  
 Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 02/06/15, 01/06/16, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.118 AC. OR 5,150 SQ. FT. OUT OF LOT 56, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

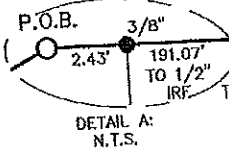


LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°45'53"E	8.88
L2	N69°35'57"W	19.70
L3	S20°45'50"W	17.00

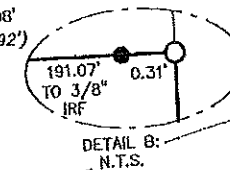
FIFTH STREET  
(PINE STREET)  
(80' R.O.W.)

S69°35'57"E 19.70'

PROPOSED DEVELOPMENT  
S69°42'29"E 285.08'  
(S67°19'45"E 284.92')



CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
PARCEL 6



OUTLOT  
3  
DIVISION  
O

(N23°08'30"E 283.71')  
N20°45'55"E 283.18'

PROPOSED  
R.O.W.  
40' WIDE

PROPOSED  
DEVELOPMENT

PROPOSED  
BIKE TRAIL  
0.118 AC.  
5,150 SQ. FT.

128.51'

N20°45'50"E 145.51'  
S20°45'50"W 146.26'  
(S23°08'50"W 146.26')

S69°17'43"E 198.07'

SEE  
DETAIL A

(N67°13'31"W 190')  
N69°17'43"W 193.81'

17'  
WIDE

SEE  
DETAIL B

N82°40'56"E 120.94'  
S82°40'56"W 103.44'

P.O.B.  
GRID COORDINATES  
N=10,068,843.44  
E=3,118,468.32

THE JULIA J. SAWYER FAMILY  
LIMITED PARTNERSHIP III  
DOC. 2002161900, O.P.R.T.C.  
(1/2 INTEREST)

THE JULIA J. SAWYER FAMILY  
LIMITED PARTNERSHIP II  
DOC. 2002161901, O.P.R.T.C.  
(1/2 INTEREST)

JAMES C. DAYWOOD,  
TRUSTEE  
DOC. 2003292407  
O.P.R.T.C.

LOT 6 LOT 8

ATTAYAC  
STREET  
(60' R.O.W.)

CENTRAL ROW  
BK. V, PG. 681  
P.R.T.C.

R. H. PECK SUBDIVISION  
BK. 5, PG. 551  
LOT 3 LOT 4 P.R.T.C.  
BLOCK NO. 5

FOURTH STREET

PAGE 3 OF 4  
SURVEYED BY:

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

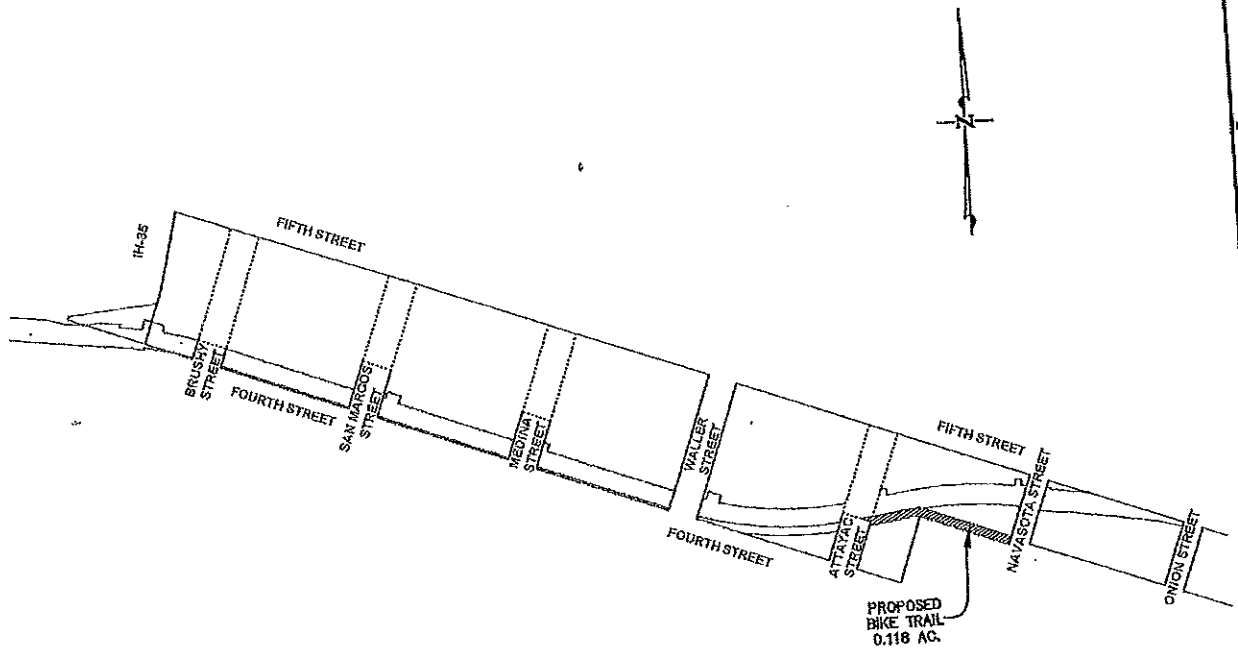
AUSTIN GRID# J-22

JOB NO.: 15-040



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.118 AC. OR 5,150 SQ. FT. OUT OF LOT 56, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

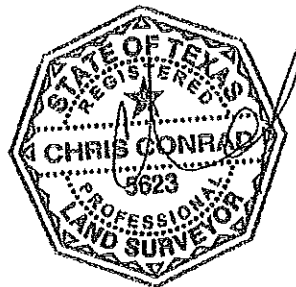


VICINITY MAP  
NOT TO SCALE

- NOTES:
1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
  2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
  3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- ⊙ 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623

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PAGE 4 OF 4  
SURVEYED BY:

REVISION 7:  
02/05/2016  
ISSUED: 05/19/14

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**

TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-040

## FIELD NOTES FOR 0.876 ACRES OF LAND

DESCRIPTION OF 0.876 OF ONE ACRE (38,152 SQUARE FEET) OF LAND, MORE OR LESS, BEING ALL OF LOTS 7 THROUGH 12, BLOCK NO. 2, R.H. PECK SUBDIVISION, A SUBDIVISION OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 8 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.876 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found at the northwest corner of this tract, said Lot 12, and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 8 tract, same being in the west line of Onion Street and the south line of Fifth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,068,783.47$ ,  $E=3,119,046.06$ , from which a 1/2" iron rod found with cap at the northeast corner of Lot 7, Block No. 1 in said R.H. Peck Subdivision and the northeast corner of Parcel 7 in said CapMetro deed recorded in said Volume 10703, Page 972, same being in the west line of Onion Street, bears  $N69^{\circ}42'29''W$  40.00 feet;

THENCE, with the north line of this tract, said Lots 12 through 7, and said CapMetro Parcel 8 tract and the south line of Fifth Street,  $S69^{\circ}42'29''E$  287.91 feet to a mag nail found at the northeast corner of this tract, said Lot 7 and said CapMetro Parcel 8 tract, same being in the west line of Comal Street;

THENCE, with the west line of this tract, said Lot 7, and said CapMetro Parcel 8 tract and the east line of Comal Street,  $S20^{\circ}44'46''W$  132.64 feet to a mag nail found at the southeast corner of this tract, said Lot 7, and said CapMetro Parcel 8 tract, same being in the north line of a 20 foot alley ;

THENCE, with the south line of this tract, said Lots 7 through 12, and said CapMetro Parcel 8 tract and the north line of said 20 foot alley,  $N69^{\circ}39'24''W$  287.94 feet to a mag nail found at the southwest corner of this tract, said Lot 12, and said CapMetro Parcel 8 tract, same being in the east line of Onion Street, from which a mag nail found at the southeast corner of said Lot 7, Block No. 1 and said Cap Metro Parcel 7 tract, bears  $N69^{\circ}39'53''W$  40.00 feet;

0.873 AC.

THENCE, with the west line of this tract, said Lot 12, and said CapMetro Parcel 8 tract and the east line of Onion Street,  $N20^{\circ}45'27''E$  132.38 feet to the POINT OF BEGINNING and containing 0.876 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



A handwritten signature in cursive script, appearing to read "Chris Conrad".

12/10/15

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Tract D  
Issued 12/10/15

AUSTIN GRID J-22

CMTA

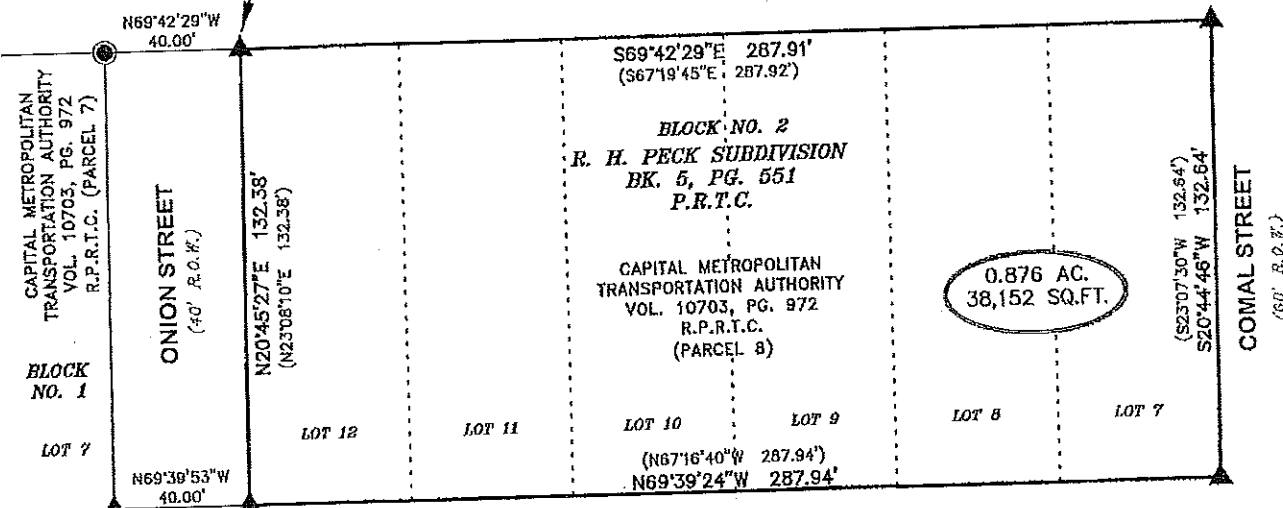
SKETCH TO ACCOMPANY DESCRIPTION OF 0.876 AC. OR 38,152 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 2 R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

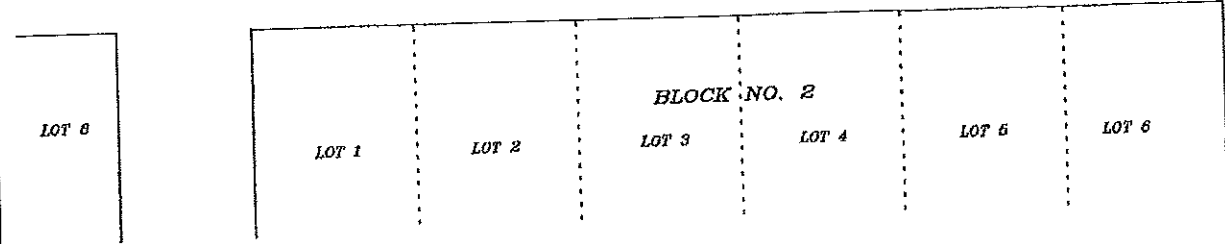


FIFTH STREET  
(PINK STREET)  
(80' R.O.F.)

P.O.B.  
GRID COORDINATES  
N=10,068,783.47  
E=3,119,046.06



ALLEY (20')



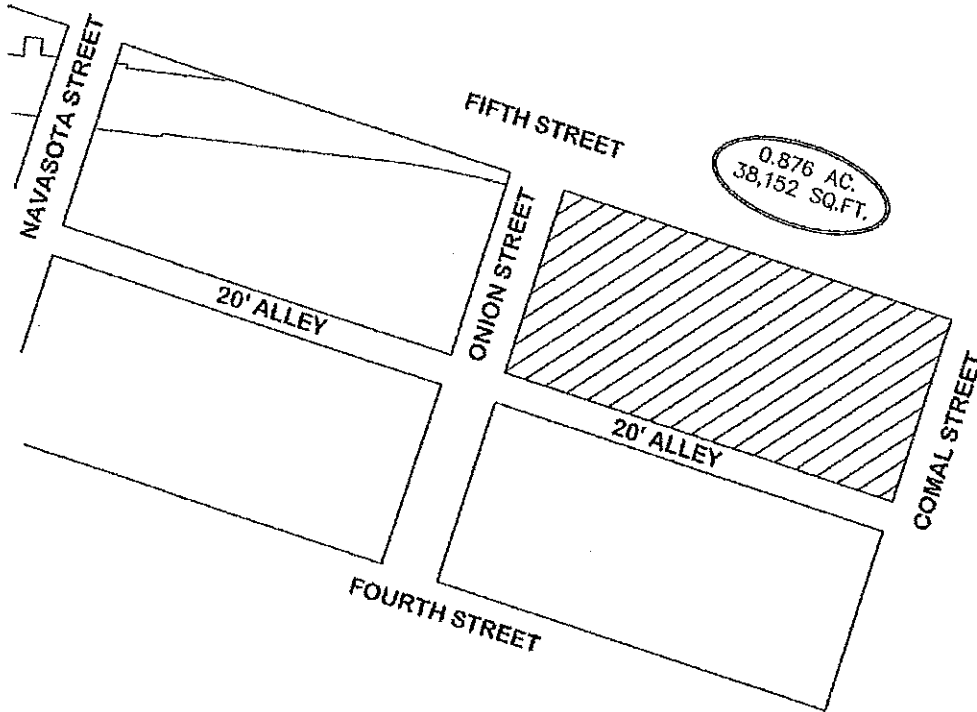
PAGE 3 OF 4  
SURVEYED BY:

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22      JOB NO.: 15-040

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.876 AC. OR 38,152 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 2 R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



*Chris Conrad*

12/10/15

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

PAGE 4 OF 4  
SURVEYED BY:

ISSUED: 12/10/15

McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-040

**EXHIBIT C**

**Community Engagement Plan**

[Attached]

## Community and Stakeholder Engagement Plan

### Plaza Saltillo Development

**Project:** Plaza Saltillo Development

**Project Sponsor:** Gerardo Castillo

**Stakeholder Involvement Leads:** Jackie Nirenberg, Sam Sargent

#### Stakeholder Involvement Project Team:

- Senior Executive Team (Linda Watson, Gerardo Castillo, Elaine Timbes, John Hodges, Todd Hemingson, Dan Dawson, Leslie Browder)
- Community Involvement Team (Jackie Nirenberg, Sam Sargent)
- Endeavor Team (Jason Thulmert)
- Hahn Public Communications (Brian Dolezal)
- Communications (Francine Pares)
- Marketing (Kelly Fausnacht)
- Website (Jody Tucker)

#### Public Participation Goals: Consult & Engage

- *Achieve informed consent among high priority stakeholders for the proposed final development plan agreement for the Saltillo Redevelopment District.*
- *Effectively diagram challenges and opportunities of the selected partner developer (Endeavor) and Capital Metro negotiation process.*
- *Solicit community feedback on select aspects of the final development plan agreement:*
  - *Public art*
  - *Integration of neighborhood historical elements*
  - *Retail uses*
- *Establish clear expectations among community and key stakeholders about plan alternatives and meaningfully explain rationale behind proposed final development.*

**Engagement methods:** Tactics by which members of the Capital Metro Community Involvement, Senior Executive and consultant (Endeavor) teams will meaningfully consult with stakeholders about the Saltillo Redevelopment District negotiation process to date, opportunities to provide feedback and establish CMTA board approval timeline. Staff will also exercise non-traditional methods of reaching out to stakeholders that include but are not limited to attending existing community meetings in areas of interest to share and disseminate information and short recorded video presentations to solicit feedback.

- High priority potentially affected interests (PAIs) briefing(s)/1-1 meetings
- Outreach to key stakeholder/community/interest groups
- Webinar(s)
- CMTA Board of Director regular scheduled meetings (Citizen Communication)
- Multi-media presentations

- On-line surveys

**Communication methods:** Tactics by which members of the Capital Metro Community Involvement, Senior Executive and consultant (Endeavor) teams will communicate with the public and media around the Saltillo Redevelopment District negotiation process to date, opportunities to provide feedback and establish CMTA board approval timeline.

- Press release(s)
- E-mail blast(s)
- Blog Post(s)
- Letters from Linda
- MetroMinute
- Social Media
- Videos
- Earned media

#### Key Messages:

##### Core Message:

Affordable housing units will be integrated in to the Saltillo redevelopment. They will not be segregated, and the units will not differ from those created for our market value customers. We are partnering with Austin Habitat for Humanity to create the best designed affordable housing component (including Seniors 55+ yrs.) for the project and ensure that this community remains diverse and thriving.

##### Community Engagement Messaging:

- This project is the result of over ten years of community engagement and planning
- The original goals of the plan still hold true: affordability, community values, transit use (i.e., ridership) and revenue
- Affordability is a key feature of this project
- The development will be a walkable, connected community
- Capital Metro will strive to preserve and showcase the community's history (i.e., commemorative Mason Town plaque)
- The project team made a concerted effort to recruit a grocery store to the development, but did not generate any interest. The grocery stores required significant parking and that is contrary to the philosophy of transit oriented development (TOD), which aims to minimize parking when possible.
- The Lance Armstrong Bikeway will become a connecting artery between downtown and east Austin
- The development will include:
  - Enhanced pedestrian and bicycle connectivity: East-West and North-South
  - Affordable housing
  - Public park space (1+ac), activated with design, education, dog park & public art (?)
  - Cultural elements integrated into the project (Masontown, Tejano Music Trail)
  - 1,300+ parking spaces onsite
  - Groundbreaking on the project development is expected to happen in July 2016 with completion of the project projected in 2018



## Media Communication Messaging:

- Capital Metro and its consultants have been working together and with community for the past several years to identify goals and develop a master plan for the redevelopment of the Plaza Saltillo district. The Capital Metro Board of Directors adopted its Transit-Oriented Development (TOD) policy in August 2013, allowing staff to move forward with issuing a Request for Proposal (RFP) to developers.
- One of the primary goals of Capital Metro is to maximize the long-term value of the Plaza Saltillo property, which would most likely be achieved by a long-term lease or other participating interest in any development, as opposed to a simple land sale. A significant component of the RFP is to determine from potential developers how they recommend structuring a financial arrangement that benefits Capital Metro's interests.
  - Maximize the long-term value of the site
  - Improve neighborhood quality
  - Increase accessibility to the west side of I-35
  - Expand ridership
  - Work with a proven leader in mixed-use redevelopment
  - Establish the property's competitive position within the Austin market
- The revenue generated from the redevelopment of Plaza Saltillo will go into Capital Metro's general operating fund to support any number of transit improvements like, park-and-rides, enhanced service, and bus stop improvements.
- Capital Metro has asked its selected partner developer to identify the best possible use of the land. Although the Agency will focus much of its criteria on the best revenues gained from the Plaza Saltillo's redevelopment, Capital Metro has encouraged its partner to include a number of features that benefit the surrounding community in their proposal plan based on input from the community over the past several years.
- The community has been steadily involved for the past decade in helping to shape the Saltillo District through a number of public outreach efforts, including but not limited to the East César Chávez Neighborhood Plan, the Plaza District Master Plan by ROMA Design Group, the Plaza Saltillo TOD Area Plan and Imagine Austin. This community input helped shape the vision for the Saltillo District that is being shared with developers through this RFP process.

**PHASE I – Key Stakeholder Outreach (March - July 2016)****Task 1.1. Development of Outreach Materials***Deliverables:*

- **Presentation** - Create a general overview presentation that can be used for all of the outreach activities, as well as posted online as a PDF. (Endeavor)
- **Project Fact Sheet** - Design a simple Fact Sheet that describes the Project, shows maps of the alternatives for the alignments and provides contact information. (Endeavor)
- **Q & A** - Craft an internal document for use by community outreach and project team with frequently asked questions and answers. (Endeavor)



- Elected Officials Briefing Packet - Compile a kit for meetings with elected officials to include fact sheet, maps, current supporters, cost estimates and other information specific to their district. (CMTA)
- Project Web Page - Design a project web page featuring maps of proposed alignment and project overview. Ensure that the functionality of the page gives users a way to sign up for more information and indicate their support of the Project. (CMTA)

### Task 1.2. Grassroots and Issue Tracking

#### Deliverables:

- Database Management - Compile and maintain a Project Database of contacts for the project including: (Endeavor)
  1. Neighborhood Groups
  2. Community Leaders
  3. Church/Faith Based
  4. Schools
  5. Artists, Artisans & Arts Organizations
  6. Nature/Trails/Preservation Groups
  7. Businesses along the development (Convene a Business Roundtable (informal group) to identify potential construction issues / meets quarterly)
  8. Adjacent Property Owners
  9. Public Transportation Organizations/Advocates
  10. Minority Trade Associations & Minority Chambers of Commerce
  11. Worker's rights groups
- One-on-One Meetings - Arrange for One-on-One meetings with contacts in the Project Database. We will determine a specific outreach strategy and timeframe for setting up the one-on-one meetings. (CMTA/Endeavor)

Key questions to ask during One-on-Ones:

  1. What excites you about the project?
  2. What concerns you? Are there any issues you believe can't be overcome?
  3. What ideas would you like to see reflected in the project?
  4. Who else should we talk with about the project?
- Neighborhood Group Briefings - Identify groups to conduct briefings with (focus: adjacent corridors) (Endeavor/CMTA)
  1. Neighborhood Associations, PTAs, Church Boards/Committees, Arts Organizations, etc.
  2. Convene a **Business Roundtable** comprised of businesses in the adjacent corridor. (Endeavor)
    - Provide time sensitive information
    - Identify issues impacting businesses (proactive vs. reactive)
    - Meetings held quarterly
- Issue Tracking - Record meetings and capture information, concerns and issues raised during the community outreach program. (Endeavor)

### Task 1.3. Outreach to Elected Officials and Agencies

#### Deliverables:



- Brief Public and Elected Officials - Arrange for briefings with City Manager, Council, County, CapMetro and AISD leadership. (CMTA/Endeavor)
- Regulatory Agencies - Arrange for briefings with utilities and other agencies impacted by the project. (Endeavor)

#### Task 1.4. Project Management

*Deliverables:*

- Regular Team Meetings - Participate in project-related meetings. (Team)
- Reporting - Provide regular reports on the Community Outreach program activities, progress, issues and budget. (Endeavor)
- Summary of Findings - We will produce a detailed report of findings/ input gathered from stakeholders (Endeavor)

#### PHASE I – OUTCOMES:

- *Identification of key stakeholders and influencers*
- *Identification of key issues, needs, wants from a stakeholders' perspective*
- *Enhanced database of contact, supporters and opposition*
- *Identification potential project champion(s)*

#### PHASE II – PUBLIC OUTREACH AND COMMUNICATIONS (March – December 2016)

##### Task 2.1. Preparation of Outreach Materials

*Deliverables:*

- Updates to Messaging and Materials - Assess each of the Project communication tools (from Task 1.1.) and make updates as needed. (CMTA)
- Press Kit - Create a press kit for the project announcement. (CMTA)
- Press Event - Coordinate a press event to announce the groundbreaking. (Endeavor/CMTA)

##### Task 2.2 Launch

*Deliverables:*

- Live video stream: Install stationary video camera to record construction (Endeavor)
- Post real-time video on project webpage (CMTA)
- Social Media Networks - Utilize existing social media platforms to promote the project webpage, digital and video content. (CMTA)

##### Task 2.4. Neighborhood Meetings

*Deliverables:*

- Neighborhood Group Briefings - As requested, conduct presentations to neighborhood groups impacted by the Project. (Endeavor)

##### Task 2.5. Community Outreach

**Deliverables:**

- Pop-up “open-house” events at Plaza Saltillo Station (CMTA)
- Piggy-backing on neighborhood and city events to distribute project information, solicit input (CMTA)

**Task 2.6. Project Management**

- Regular Team Meetings - Participate in project-related meetings. (Team)
- Reporting - Provide regular reports on the Community Outreach program activities, progress, issues and budget. (Endeavor)
- Summary of Findings - We will produce a detailed report of findings of input gathered from stakeholders (Endeavor)

**PHASE II – OUTCOMES**

- *Visible and vocal support of the project from grassroots and grassroots leaders*
- *Increased awareness by general public and key influencers about the Project*
- *Enhanced database of contacts*

**EXHIBIT D**

Ground Lease

[Attached]