

# **GROUND LEASE**

**BETWEEN**

**CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY**

**AND**

**PLAZA SALTILLO TOD, LP**

**PLAZA SALTILLO**

## GROUND LEASE

This Ground Lease (this “**Lease**”) is executed to be effective as of May 24, 2017 (the “**Commencement Date**”), between **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a public political subdivision of the State of Texas (“**Landlord**”), and **PLAZA SALTILLO TOD, LP**, a Delaware limited partnership (“**Tenant**”).

### Recitals

A. Landlord and Tenant entered into that certain Master Development Agreement (the “**MDA**”) on or about the date hereof concerning the redevelopment of the property commonly known as Plaza Saltillo, Austin, Texas that is generally depicted on **Exhibit A** attached hereto (“**Plaza Saltillo**”) 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.

B. The MDA contemplates the leasing by Landlord, as landlord, to Tenant, as tenant, of certain real property described on **Exhibit B** attached hereto located in Austin, Travis County, Texas (the “**Land**”), together with any Improvements (as hereinafter defined) now or hereafter located on the Land.

C. Landlord and Tenant desire to enter into this Lease to set forth certain terms and conditions of the lease of the Property (as hereinafter defined) and other agreements in furtherance of the MDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the parties enter into this Lease upon the terms and conditions herein set forth.

### ARTICLE I. DEFINITIONS

1.1 **Defined Terms.** In addition to the terms set forth above and elsewhere in this Lease, the following terms will have the following meanings:

“**Act**” as defined in Section 16.2.

“**Actual Project Components**” as defined in Section 3.2(c)(ii).

“**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.

“**Affordable Housing Abatement Amount**” as defined in Section 3.2(c)(vii).

“**Affordable Housing Abatement Deadline**” as defined in Section 3.2(c)(vii).

“**Affordable Housing Requirements**” means the requirements for affordable housing set forth in the Regulating Plan, the requirements specified in Section 7.6 below and any requirements imposed upon the Project, specifically or as a general matter, by the Texas Department of Housing & Community Affairs (or its successors).

“**Amended VCP Agreement**” means the Voluntary Cleanup Program Agreement entered into by Landlord, Tenant, the City and TCEQ in connection with the Required Existing Remedial Work with an effective date of July 22, 2016.

“**Amended VCP Application**” means that certain amended Voluntary Cleanup Program Application dated June 2015 and approved by TCEQ by letter dated August 26, 2015, as further amended by amended Voluntary Cleanup Program Application dated May 5, 2016 and approved by TCEQ by letter dated July 25, 2016.

“**Bankruptcy Code**” means Title 11 U.S.C. § 101 *et seq.*, and the rules and regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time).

“**Bankruptcy Event**” means (a) a petition for relief under applicable bankruptcy law is filed by Tenant, (b) an involuntary petition for relief is filed against Tenant 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 Tenant 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 Tenant. A Bankruptcy Event may exist even if an Event of Default cannot be declared because of a Bankruptcy Event.

“**Base Rent**” as defined in Section 3.2(a).

“**Block**” means each of Block 1, Block 2, 3 & 4, Block 5 and/or Block 6, as applicable.

“**Block 1**” means that portion of the Land described on Exhibit B-1 attached hereto.

“**Block 2, 3 & 4**” means that portion of the Land described on Exhibit B-2 attached hereto.

“**Block 5**” means that portion of the Land described on Exhibit B-3 attached hereto.

“**Block 6**” means that portion of the Land described on Exhibit B-4 attached hereto.

“**Books and Records**” as defined in Section 3.5(a).

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

“**Capital Metro**” means Capital Metropolitan Transportation Authority, a public political subdivision of the State of Texas, in its capacity as a Governmental Authority (and not in its capacity as Landlord under this Lease).

“**Capital Metro Employee in Charge**” as defined in Section 5.2(d).

“**Cash Equity**” as defined in Section 2.6.

“**Casualty**” as defined in Section 13.1.

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

“**Claims**” as defined in Section 10.7.

“**Columbus**” means Columbus Realty Partners, Ltd., a Texas limited partnership.

“**Commence Construction**”, “**Commenced Construction**” and “**Commencement of Construction**” means the commencement of bona-fide pouring of concrete footings for construction of the proposed “build out” of the applicable Improvements and/or Project Related Improvements, as the case may be, on the applicable Block.

“**Commence Project Work**” means the commencement of any preparatory work related to the construction of the proposed “build out” of the applicable Improvements and/or Project Related Improvements, as the case may be, on the applicable Block, including, without limitation, commencing any clearing, grading or similar work to prepare the Property for the Project or commencing the Tenant Required Existing Remedial Work.

“**Commencement Date**” as defined in the introductory paragraph hereof.

“**Commercial Space**” means all space in the Improvements intended to be used for for-rent office, retail or other commercial purposes.

“**Complete Construction**” and “**Completion of Construction**” mean, with respect to the applicable portion of the Improvements on the applicable Block and/or Project Related Improvements, the day on which all of the following have been satisfied: (a) the applicable Improvements and/or Project Related Improvements have been substantially completed in accordance with the Project Design Documents and Stabilization has occurred; (b) all Governmental Authorities having jurisdiction have issued applicable final certificates of completion, certificates of occupancy or their equivalent, as applicable, for the applicable Improvements and/or Project Related Improvements; (c) all bills for the applicable Improvements and/or Project Related Improvements have been paid or any disputed claims have been bonded or escrowed over in accordance with Legal Requirements and this Lease; and (d) Tenant has delivered to Landlord the following: (i) an all bills paid affidavit from the general contractor along with invoices and proof of payment for those invoices paid or any disputed claims have been bonded or escrowed over in accordance with Legal Requirements and this Lease; (ii) final lien releases in a commercially reasonable form suitable for recording and in compliance with applicable statutory requirements from the general contractor, all subcontractors and any other parties that provided labor and/or materials in connection with the construction of the Improvements and/or Project Related Improvements; provided, however, (x) such lien releases shall not be required from subcontractors or other parties if the contract with subcontractor or other party is less than \$100,000.00 and the general contractor’s lien release includes the payment of such subcontractors or other parties and (y) in the event any disputed

mechanics' or materialmen's lien has been filed, Tenant may bond around such lien in lieu of providing a lien release; (iii) a certificate in a commercially reasonable form that complies with all Legal Requirements from Tenant's general contractor or Tenant's architect that the applicable Improvements and/or Project Related Improvements have been completed in a good and workmanlike manner, substantially in accordance with the Project Design Documents and substantially in accordance with applicable laws, codes and ordinances; (iv) a certification from Tenant that all labor and material for the applicable Improvements and/or Project Related Improvements have been furnished and are satisfactory to Tenant; (v) copies of any certificates of completion, certificates of occupancy or their equivalent, as applicable, for the applicable Improvements and/or Project Related Improvements; and (vi) to the extent obtained by Tenant, as-built plans of the applicable Improvements and/or Project Related Improvements (which may be in electronic format).

**"Compliant Master Unit Owner"** as defined in Section 16.4(e).

**"Conceptual Plan"** as defined in Section 4.1.

**"Condemnation"** as defined in Section 13.2(a).

**"Condominium Association"** means the "Association" created under the Condominium Declaration.

**"Condominium Declaration"** means the Condominium Declaration for Plaza Saltillo TOD Condominium to be executed by Landlord, as ground lessor of the Property under this Lease, and Tenant, as "Declarant" thereunder, and to be notarized and recorded in the Official Public Records of Travis County, Texas, which will be in substantially in the form of Exhibit N attached hereto.

**"Construction Financing"** as defined in Section 15.2.

**"Contractors"** means all of the contractors, subcontractors, vendors, architects, engineers, suppliers and laborers performing Work.

**"Default"** as defined in Section 17.1.

**"Delinquency Interest Rate"** means a per annum rate of interest equal to the lesser of (a) twelve percent (12%) or (b) the then highest lawful contract rate which Tenant is authorized to pay, and Landlord is authorized to charge, under the laws of the State of Texas with respect to the relevant obligation.

**"Design Approval Request"** as defined in Section 4.2(a).

**"Development Costs"** means, with respect to the Project, the cost of labor and material to construct the initial Improvements pursuant to the Project Design Documents and reasonable architectural, engineering, interior and landscape design, consulting and other related fees in connection with the preparation of the Project Design Documents; provided, however, that Development Costs shall exclude the following: (a) any amounts paid to any Affiliate of Tenant,

Endeavor or Columbus in excess of market rates; and (b) any soft costs in excess of fifteen percent (15%) of the overall costs to construct the Project.

“**End User**” means a Person (not an Affiliate of Tenant, except for Affiliates of an Office Master Unit Owner-Occupier permitted pursuant to Section 3.2(i) below) that occupies (a) Commercial Space primarily to conduct its business with the general public (as opposed to a Person that holds Commercial Space to lease to other Persons) or (b) Residential Units as their dwelling (as opposed to a Person that holds Residential Units to lease to other Persons).

“**Endeavor**” means Endeavor Real Estate Group, Ltd., a Texas limited partnership.

“**Entitlement Incentives**” means the incremental amount of any fee waivers or other monetary concessions obtained from City (but expressly excluding any “gap financing” obtained in connection with the financing of Phase II) that can be monetized and calculated and are received by Tenant in connection with obtaining the Entitlements for the initial development of the Project, including, without limitation, (a) the waiver or reduction of any of the following: temporary use of right of way use fees; shell building construction inspection fees; shell building permit fees (excluding permit fee waivers associated with “smart housing” relating to Phase II); fees in lieu of water quality improvements; zoning fees; platting/subdivision fees; right of way excavation fees; drainage construction fees; electrical meter fees; shell building plan review fees; utility tap fees; and fees in lieu of parkland dedication (but excluding any credit against parkland dedication fees granted by City based on the costs that will be incurred by Tenant for constructing the parkland or other public improvements on or in the vicinity of the Property as part of the Project); and (b) any sales or real property tax abatements. For purposes of this definition, the term incremental amount shall mean amounts over and above amounts to which the Project is currently entitled under applicable Legal Requirements as of the last amendment date of the Regulating Plan prior to the Commencement Date (i.e., May 25, 2013). Landlord and Tenant acknowledge that based on the Entitlements existing on the Commencement Date there are no Entitlement Incentives.

“**Entitlements**” mean plats, 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 the development of the Project as reflected in the Project Design Documents approved by Tenant and Landlord.

“**Environmental Claim**” means, but is not limited to, any claim, demand, action, cause of action, suit, loss, cost, damage, fine, penalty, expense, liability, judgment, forfeitures, proceeding, or injury, threatened, sought, brought, or imposed, that seeks to impose costs or liabilities for: (a) pollution or contamination of the air, surface water, groundwater or soil with Hazardous Materials; (b) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation of Hazardous Materials; (c) exposure to Hazardous Materials; (d) the generation, handling, treatment, transportation, manufacture, processing, distribution in commerce, use, storage or disposal of Hazardous Materials; (e) injury to or death of any Persons directly or indirectly connected with Hazardous Materials and directly or indirectly related to the Property and/or the Project Related Improvements; (f) destruction or contamination of any property directly or indirectly in connection with Hazardous Materials; (g) any and all penalties

directly or indirectly connected with Hazardous Materials; (h) the costs of removal of any and all Hazardous Materials from all or any portion of the Property; (i) costs required to take necessary precautions to protect against the release of Hazardous Materials at, on, in, about, under, within, near or in connection with the Property in or into the air, soil, surface water, groundwater, or soil vapor, any public domain, or any surrounding areas; (j) costs incurred to comply, in connection with all or any portion of the Property or any surrounding areas and/or the Project Related Improvements, with all Legal Requirements with respect to Hazardous Materials; (k) the costs of site investigation, response, and remediation of any and all Hazardous Materials at, on, about, under, within, near or in all or any portion of the Property; or (l) any asserted or actual breach or violation of any requirements of Legal Requirements with respect to Hazardous Materials, or any event, occurrence, or condition as a consequence of which, pursuant to any requirements of Legal Requirements with respect to Hazardous Materials, (i) Tenant, Landlord, or any owner, occupant, or person having any interest in the Property will be liable or suffer any disability, (ii) the Property will be subject to any restriction on use, ownership or transferability, or (iii) any Remedial Work will be required.

**“Environmental Costs”** mean all liabilities (including strict liabilities), losses, costs, damages (including consequential, special, treble, speculative and indirect damages), expenses, claims, attorneys’ fees, experts’ fees, consultants’ fees and disbursements of any kind or of any nature whatsoever arising from or related to an Environmental Claim. For the purposes of this definition, such losses, costs and damages will include, without limitation, remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs and related costs, expenses, actual losses, damages, penalties, fines, obligations, defenses, judgments, suits, forfeitures, proceedings and disbursements.

**“Escrow Agent”** as defined in Section 13.1(d).

**“Event of Default”** as defined in Section 17.1.

**“Excluded Property”** means all of the real property in Plaza Saltillo owned by Landlord and not included in the Land leased to Tenant pursuant to this Lease, including, without limitation, the property described on Exhibit C attached hereto.

**“Excluded Property Foul Zone”** means that portion of the Excluded Property consisting of an area that is twenty-five feet (25’) from the center of the nearest rail line and running parallel to said rail line. For clarification purposes, the Excluded Property Foul Zone does not include any portion of the Property.

**“Fee Estate”** means Landlord’s interest in the Property and this Lease.

**“Fee Estate Percentage”** as defined in Section 13.3(b).

**“Fee Mortgage”** means a deed of trust or mortgage executed by Landlord covering the fee title to the tract or parcel of land comprising the Property.

**“Fee Mortgagee”** means holder of a Fee Mortgage.

**“Financing”** as defined in Section 15.2.

“**Force Majeure**” as defined in Section 19.23.

“**General Restricted Units**” as defined in Section 7.6(a).

“**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, quasi-governmental or otherwise) whether now or hereafter in existence.

“**Hazardous Materials**” mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as “hazardous substance,” “hazardous material,” “hazardous waste,” “acutely hazardous,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. “**Hazardous Materials**” also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).

“**Impasse**” means (a) any disagreement that has not been resolved between Landlord and Tenant under this Lease as to any matter requiring their approval or agreement (whether individual or joint) under this Lease or (b) Landlord desires to take action to terminate this Lease or Tenant’s right to possession of the Property due to a Default if such Default is subject to a bona fide, good faith dispute and the Default does not involve the payment (as opposed to the calculation) of Base Rent or other liquidated, non-contingent sums of Rent as and when due.

“**Improvements**” mean any structures or improvements now or hereafter erected or situated on the Land, including, without limitation, the foundations and footings thereof and any and all fixtures, equipment and machinery of every kind and nature whatsoever now or hereafter affixed or attached thereto, or now or hereafter used or procured for use in connection with the operation, use or occupancy thereof, and all appurtenances thereto.

“**Indemnitee**” as defined in Section 10.7.

“**Indemnity Proceedings**” as defined in Section 10.8.

“**Incremental Funding**” as defined in Section 7.6(f).

“**Incremental Funding Amount**” as defined in Section 7.6(f).

“**Incremental Restricted Units**” as defined in Section 7.6(f).

“**Initial Phase II Notice**” as defined in Section 4.6(c)(ii).

“**Issuing Bank**” as defined in Section 2.5(b).

“**Joint Obligations**” as defined in Section 16.4(d).



“**L/C Return Date**” as defined in Section 2.5(d).

“**LAB Improvements**” mean improvements to be constructed by Tenant or by the City (but funded by Tenant to the extent required by the City) on the Excluded Property as part of the Project that constitute the extension of the Lance Armstrong Bikeway on the portion of Plaza Saltillo as generally depicted on Exhibit E attached hereto and to be set forth in the final Project Design Documents approved by Tenant, Landlord and any applicable Governmental Authorities.

“**LAB Remedial Work**” means the Required Existing Remedial Work for the PRAA-Bikeway Area (as that term is defined in the Amended VCP Application) and further depicted and/or described on Exhibit I-1 attached hereto, to be conducted pursuant to the Project VCP Documents and which shall entail closure under such criteria and remedy standard acceptable to TCEQ under TRRP for the location of the LAB Improvements upon the PRAA-Bikeway Area.

“**Land**” as defined in Recital B hereof.

“**Landlord**” as defined in the introductory paragraph hereof, and its successors and assigns.

“**Landlord’s Cap on Entitlement Incentives**” means an amount equal to the difference between (a) \$625,000.00, minus (b) the quotient (expressed as a numeral rounded to the tenth place) of dividing (i) any Project Component Base Rent Increase related to the Project Component Adjustment for Commercial Space – Office in excess of 120,000 square feet divided by (ii) eight percent (8%).

“**Landlord’s Permitted Discretion**” as defined in Section 19.15.

“**Landlord’s Share of Entitlement Incentives**” as defined in Section 3.2(c)(iii).

“**Landlord Representative**” as defined in Section 11.1.

“**Landlord Required Existing Remedial Work**” means the Required Existing Remedial Work for the PRAA-South Area (as that term is defined in the Amended VCP Application) and further depicted and/or described on Exhibit I-2 attached hereto, to be conducted pursuant to the Project VCP Documents and which shall entail closure under such criteria and remedy standard acceptable to TCEQ under TRRP for the use of the PRAA-South Area. For the avoidance of doubt, the Landlord Required Existing Remedial Work specifically excludes the LAB Remedial Work.

“**Lease**” as defined in the introductory paragraph hereof.

“**Lease Year**” means (a) the period that commences with the Rent Commencement Date and terminates on December 31, 2020 and (b) thereafter, each successive twelve (12) full calendar month period commencing on January 1 and ending on December 31 of the applicable calendar year (but if this Lease is terminated early pursuant to the terms hereof, then the last Lease Year will end on the date of termination of this Lease).

**“Leasehold Estate”** means Tenant’s interest in the Property, this Lease, the Master Units (if any) and Subleases.

**“Leasehold Estate Percentage”** as defined in Section 13.3(b).

**“Leasehold Financing Documents”** as defined in Section 15.3.

**“Leasehold Mortgage”** means any mortgage, deed of trust, financing lease, indenture, trust agreement, reimbursement agreement, certificate of participation, collateral assignment or other agreement or instrument creating or evidencing a security interest in, encumbrance upon, or lien against Tenant’s Leasehold Estate, whether as security for the repayment of a loan or the performance of an obligation in order to finance or refinance, directly or indirectly, any costs of Tenant incurred in connection with Tenant’s obligations under this Lease.

**“Leasehold Mortgagee”** means the mortgagee or beneficiary of any Leasehold Mortgage.

**“Legal Requirements”** mean the MDA, the VCP Documents, the Entitlements and all other applicable title encumbrances, any requirements imposed under service extension requests, zoning ordinances, and building codes, access, disabilities, health, safety, environmental, and natural resource protection laws and regulations, and all other applicable federal, state, and local laws, statutes, ordinances, rules, common law, design criteria, regulations, orders, determinations and court decisions, including, without limitation, those referenced in Exhibit P attached hereto.

**“Letter of Credit”** as defined in Section 2.5(b).

**“Master Unit”** as defined in Section 16.2.

**“MDA”** as defined in Recital A hereof.

**“Memorandum of Lease”** as defined in Section 19.17.

**“Milestone”** as defined in Section 4.5.

**“Milestone Deadline”** as defined in Section 4.5.

**“Milestone Liquidated Damages”** as defined in Section 4.6(b).

**“Milestone Termination Right”** as defined in Section 4.6(a).

**“Modifications”** as defined in Section 5.1.

**“New Lease”** as defined in Section 15.3(m).

**“NOI Base Rent Increase”** as defined in Section 3.2(d).

**“Nondisturbance Sublease”** means a Sublease which:

(a) subleases to the Subtenant more than (i) four thousand (4,000) square feet for Retail Use, (ii) more than ten thousand (10,000) square feet of Commercial Space other than Retail Use, or (iii) less than four thousand (4,000) square feet for Retail Use but to a retailer or restaurant operating twenty-five (25) or more stores;

(b) the Subtenant thereunder is not an Affiliate of Tenant in any respect;

(c) has a term which is shorter than the Term;

(d) the rent payable thereunder is generally at market rates (i.e., arms-length, fair market, annual, nonrenewal rental rate per rentable square foot entered into on or about the relevant date for space comparable to the applicable premises and buildings comparable to the applicable building); and

(e) the Subtenant thereunder subleased the applicable premises primarily to conduct its business (as opposed to a party which leases space to sublease to other parties), provided that this subparagraph (e) will not preclude a Nondisturbance Sublease with respect to a Subtenant which further leases or grants concessions or similar possessory rights in the space subject to such Sublease as part of a Public Market or similar concept or operation of an “office suite” or “incubator” or similar concept, but Landlord will only enter into a non-disturbance agreement pursuant to Section 14.2(c) with the “master” Subtenant and not with any individual users, vendors, licensees or other parties with a possessory right claiming under such Nondisturbance Sublease.

“**Notice of Lien**” as defined in Section 17.7.

“**Office Master Unit Owner-Occupier**” means a Person who (a) owns fee simple title to the Office Master Unit; (b) occupies (or after the Transfer of the Office Master Unit to the Person plans to occupy and thereafter in fact occupies) greater than eighty percent (80%) of the leasable area of the Office Master Unit for its use or for use by one or more of its Affiliates; and (c) is not an Affiliate of Tenant or Master Developer (as defined in the MDA). Notwithstanding the foregoing, subsection (c) does not prohibit the use of the Office Master Unit by Affiliates of the Office Master Unit Owner-Occupier as permitted pursuant to Section 3.2(i) below and such Affiliate shall be an Office Master Unit Owner-Occupier for purposes of such Section.

“**Office Master Unit**” means the Master Unit comprising the up to approximately 140,000 square feet of Commercial Space described in clause (a)(ii) under the definition of Permitted Use that is intended to be used and is in fact used as office space.

“**PCA Reduction Amount**” as defined in Section 3.2(c)(iii).

“**Percentage Rent**” as defined in Section 3.3.

“**Percentage Rent Factor**” as defined in Section 3.3.

“**Permanent Financing**” as defined in Section 15.2.

“**Permitted Condo Documents**” as defined in Section 16.2.

“**Permitted Use**” means the following uses of the applicable Blocks and such other uses that Landlord may approve in writing:

(a) with respect to Block 1, (i) retail use containing between approximately 50,000 rentable square feet to 70,000 rentable square feet, however, until the expiration of the fifteenth (15<sup>th</sup>) Lease Year, the following uses shall not be permitted within that portion of the ground floor of Block 1 depicted on Exhibit L attached hereto if operated in excess of 15,000 square feet each: liquor store; health club; gymnasium; or a dollar store or similar retailer selling deeply discounted general merchandise or advertised as bulk, overstocked merchandise, (ii) a building with a minimum of 125 feet in height with at least 120,000, and up to approximately 140,000, rentable square feet of Commercial Space for lease for office purposes, and (iii) approximately 155 Residential Units and uses ancillary thereto;

(b) with respect to Block 2, 3 & 4, (i) approximately 545 Residential Units and uses ancillary thereto, and (ii) ground floor Retail Uses containing approximately 150,000 rentable square feet;

(c) with respect to Block 5, (i) a park with amenities available for public use; (ii) if (A) required by the development of Phase II as evidenced by reasonable evidence thereof delivered by Tenant to Landlord, (B) permitted by Legal Requirements, and (C) Landlord, in its Permitted Discretion, approves such use as part of its approval of the Project Design Documents under Section 4.2 below, then surface parking for Phase II on the southeastern corner of Block 5 that is south of the rail line on Block 5; and (iii) with respect to the existing historical buildings located on Block 5, a retail or other commercial purpose that complies with any applicable historic designations, is connected to the LAB and to the park on Block 5 via the Attayac paseo, and is consistent with the character of the Surrounding Neighborhood by preserving such historical buildings; and

(d) with respect to Block 6, (i) approximately 100 Residential Units that constitute Senior Restricted Units and uses ancillary thereto, and (ii) at Tenant’s discretion, ground-floor Retail Uses containing up to approximately 5,000 rentable square feet.

“**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.

“**Personal Property**” means any and all furniture, equipment, apparatus and other similar personal property and any and all renewals, replacements or additions to and substitutions therefor owned by Tenant and located in, attached or affixed to and used in connection with the Improvements or the operation thereof.

“**Phase**” means each of Phase I and Phase II, which collectively constitute the entirety of the Project.

“**Phase I**” means (a) the construction of Improvements on all Blocks (other than Block 6); (b) the construction of all Public Improvements; (c) the construction of the LAB Improvements; and (d) the performance and completion of the Tenant Required Existing

Remedial Work, including, without limitation, the issuance of a closure certificate pursuant to the VCP Documents.

“**Phase II**” means the construction of Improvements on Block 6.

“**Phase II Hold Period**” as defined in Section 4.6(c)(vi).

“**Phase II Negotiation Period**” as defined in Section 4.6(c)(ii).

“**Phase II Termination Fee**” as defined in Section 4.6(c)(iii).

“**PIA**” as defined in Section 3.5(f).

“**Plaza Saltillo**” as defined in Recital A hereof.

“**Pre-Commencement Project Instruments**” as defined in Section 7.2(b).

“**Pre-existing VCP Documents**” mean: (i) that certain Voluntary Cleanup Program Agreement (VCP No. 2601) between Landlord and TCEQ dated effective as of September 27, 2013; (ii) the Amended VCP Application; and (iii) all other documents existing upon the Commencement Date relating to TCEQ VCP No. 2601.

“**Pre-paid Rent**” as defined in Section 3.2(f).

“**Prohibited Transferee**” means a Person that (a) does not have experience and ability in the ownership, management and operation of projects such as the portion of the Project being Transferred (and, for such purposes, such experience and ability will be deemed satisfied by (i) a Person that itself (or an Affiliate) then owns and operates (or within the prior six (6) months has owned and operated) at least five (5) projects similar to the portion of the Project being Transferred or (ii) a Person that retains the services of a duly qualified property management company that manages at least five (5) projects similar to the portion of the Project being Transferred); (b) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, a felony; (c) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, an matters under The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder (including regulations administered by the Office of Foreign Assets Control [“**OFAC**”] of the U.S. Department of the Treasury and the Specially Designated Nationals List maintained by OFAC), the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “**Patriot Act**”) and all other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act or administered by OFAC (or their respective successors); (d) has been the subject of a voluntary or involuntary (to the extent the same has not been discharged) bankruptcy proceeding; and (e) has or any of its Affiliates have been within the immediate prior five (5) years in litigation proceedings with Landlord involving a contractual dispute in excess of \$150,000.00.

“**Prohibited Uses**” as set forth on Exhibit D.

**“Project”** means the construction of the Improvements for the Permitted Use on all of the Blocks, the construction of the Public Improvements, the construction of the LAB Improvements and the performance of the Required Existing Remedial Work, and obtaining Entitlements for all of the foregoing.

**“Project Component”** as defined in Section 3.2(c)(i).

**“Project Component Adjustment”** as defined in Section 3.2(c)(ii).

**“Project Component Base Rent Increase”** as defined in Section 3.2(c)(ii).

**“Project Design Documents”** mean all of the following materials applicable to the Project: (a) dimensioned site plan depicting the building footprints, unit and accessory loading areas and parking areas/garages and counts; (b) architectural, engineering and design reports, and drawings depicting the north, east, south and west conceptual elevation drawings, longitudinal sections and building sections; (c) plans and specifications, including those showing all units (including descriptions of unit mix, size and types), leasable areas and accessory areas, the partition layout, exterior materials and colors, landscaping, drainage, lighting and irrigation; and (d) such other information in Tenant’s possession or control related to the items described in (a) – (c) as Landlord may require in Landlord’s Permitted Discretion.

**“Project Design Documents Assignment”** as defined in Section 4.7.

**“Project Net Operating Income”** means, for each Lease Year, Project Revenues less Project Operating Costs, to the extent the result is positive.

**“Project Operating Costs”** means all costs actually incurred in connection with the operation of the Project during the applicable Lease Year and included in Tenant’s operating statements used in its ordinary course of business. Project Operating Costs exclude costs that are generally excluded from the calculation of net operating income for a commercial, mixed-use development in Austin, Texas using generally accepted accounting principles consistently applied. Without limiting the generality of the preceding sentence, Project Operating Costs will exclude, without limitation, the following: (a) costs to develop and construct the Project; (b) financing interest payments, deferred interest, principal payments and similar “interest” or debt service components, and financing origination, commitment fees, diligence and other origination expenses; (c) costs incurred in selling, syndicating, assigning, or hypothecating any interest in the Project; (d) costs reimbursed by third parties; (e) distributions to the members, managers or other owners or investors; (f) any tax on income, franchise, gross receipts, existence of entities (e.g., corporation taxes), capital levy, excess profits or revenue; (g) costs and expenses incurred or paid, including legal fees, as a result of the negligence, wrongful act or omission of Tenant, other than deductible amounts payable under liability insurance policies; (h) charitable contributions; (i) all costs which are reimbursed under this Agreement (if any); (j) depreciation; (k) to the extent payments under contracts or agreements with Affiliates of Tenant to perform services or supply products to the Property do not represent an arm’s length, commercially reasonable transaction; (l) all costs associated with the construction of the Project Related Improvements; and (m) any other costs not included in Tenant’s operating statements used in its ordinary course of business.

**“Project Operating Statements”** as defined in Section 3.5(a).

**“Project Percentage Rent Revenue”** as defined in Section 3.3.

**“Project Related Improvements”** mean the Public Improvements and the LAB Improvements.

**“Project Revenues”** mean all receipts and revenues generated by or in connection with the Project and included in Tenant’s operating statements used in its ordinary course of business, including, without limitation, rents from the Project (but excluding in all events Project Percentage Rent Revenue, sales proceeds, interest income, insurance proceeds, condemnation awards, financing proceeds or proceeds of any other capital transactions).

**“Project-Specific Zoning Ordinances”** means Ordinance No. 20170302-062, Ordinance No. 20170302-063 and Ordinance No. 20170302-064, all of which were passed and approved by the City on March 2, 2017 and took effect on March 13, 2017. Reference to the Project-Specific Zoning Ordinances is hereby made and they are incorporated herein for all purposes.

**“Project Standard”** means the operation, maintenance and other standards that are consistent with standards adopted by owners of other Class A mixed use communities in the Surrounding Neighborhood reasonably comparable to the Project.

**“Project VCP Documents”** mean the Amended VCP Agreement and all agreements, instruments, certificates (including closure certificates) and other documents that are contemplated by such agreement or delivered in furtherance of such agreement, all of which shall be subject to Landlord’s prior written approval, in Landlord’s Permitted Discretion.

**“Property”** means the Land and the Improvements.

**“Public Improvements”** mean improvements to be funded, facilitated and/or constructed by Tenant as part of the Project which are not located on the Land but that benefit Plaza Saltillo and which are described on Exhibit F attached hereto.

**“Public Market Use”** means a market open to the public with multiple vendors offering a variety of services and goods in an open manner, which may include, but is not limited to, and does not require, individual grocery vendors, restaurant vendors, artisan product vendors and similar vendors. For illustrative purposes only, examples of a Public Market Use existing as of the date of this Lease are Gotham West Market in New York (<http://www.gothamwestmarket.com/>), Brookfield Place in New York (<http://www.brookfieldplaceny.com/directory/food/all>), Union Market in Washington D.C. (<http://www.unionmarketdc.com/>), Ponce City Market in Atlanta (<http://www.poncecitymarket.com/>), and French Market in Chicago (<http://www.frenchmarketchicago.com/>).

**“Qualified Equity Investor Entity”** means an entity (a) in which an investor provides more than fifty percent (50%) of the equity required for the construction of Phase I of the Project, which investor, directly or indirectly, (i) has (or its owner has) (A) at least \$1,000,000,000.00 of assets under its management or ownership, (B) a tangible net worth,

determined in accordance with generally accepted accounting principles, of at least \$500,000,000.00 and (C) cash and cash equivalents of at least \$25,000,000.00, and (ii) is not a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee; and (b) in which Endeavor and Columbus maintain at least ten percent (10%) ownership interest (which may partially be in the form of a carried interest) and the right to day-to-day control over the management, supervision and implementation of development related matters, subject to removal only as a result of customary default and related removal provisions contained in such entity's governing documents that are generally consistent with similar equity investments.

**“Qualified Students”** as defined in Section 7.6(d).

**“Real Property Records”** means the Official Public Records of Travis County, Texas.

**“Registered Leasehold Mortgagee”** as defined in Section 15.3(a).

**“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.

**“Related Party”** means an Affiliate of Tenant, Columbus or Endeavor.

**“Reletting Proceeds”** as defined in Section 17.2(d).

**“Remedial Work”** means any investigation, monitoring, response, remediation, removal, restoration, abatement, repair, cleanup, detoxification or other ameliorative work related to the Property required by Legal Requirements and relating to Hazardous Materials.

**“Rent”** means all amounts payable by Tenant to Landlord pursuant to the terms of this Lease, including, without limitation, Base Rent, Percentage Rent and all other additional rent, sums and amounts payable under this Lease.

**“Rent Commencement Date”** means October 1, 2019.

**“Rent Deposit”** as defined in Section 2.5(a).

**“Required Equity Capitalization”** as defined in Section 2.6.

**“Required Existing Remedial Work”** means Remedial Work of the Property and the Excluded Property to be completed by Landlord, Tenant and City pursuant to the Voluntary Cleanup Program overseen by the TCEQ pursuant to the Project VCP Documents.

**“Required Indemnity Project Related Improvements”** means, collectively, the Required Insurance Project Related Improvements, the Required Maintenance Project Related Improvements and the Required Restoration Project Related Improvements.

**“Required Insurance Project Related Improvements”** means, collectively, (a) those certain Project Related Improvements designated as Required Insurance Project Related Improvements on Exhibit F attached hereto, and (b) any Project Related Improvements that



Tenant would be required to insure under Legal Requirements applicable to Tenant and/or such Project Related Improvements.

**“Required Maintenance Project Related Improvements”** means, collectively, (a) those certain Project Related Improvements designated as Required Maintenance Project Related Improvements on Exhibit F attached hereto, and (b) any Project Related Improvements that Tenant would be required to maintain under Legal Requirements applicable to Tenant and/or such Project Related Improvements.

**“Required Restoration Project Related Improvements”** means, collectively, any Project Related Improvements that Tenant would be required to restore in the event of a casualty or condemnation under Legal Requirements applicable to Tenant and/or such Project Related Improvements.

**“Residential Units”** mean the residential, for-rent multi-family units in the Improvements.

**“Restricted Units”** as defined in Section 7.6.

**“Retail Use”** means retail uses as permitted by Legal Requirements, including, without limitation, service retail uses to the extent permitted by Legal Requirements, including, without limitation (to the extent permitted by Legal Requirements), service retail uses as banks; professional trades such as dentistry; children’s recreational, educational and day-care facilities; day spas and salons; health clubs; fitness centers; and other uses consistent with other Class A mixed use residential and retail developments in the Austin, Texas metropolitan area.

**“Retainage”** as defined in Section 13.1(d)(ii).

**“Schedule”** means the written schedule prepared by Tenant and approved by Landlord, reflecting the agreed milestone dates for the Project under this Lease, deliverables from Tenant delivered at critical times during design, permitting and construction phases of the Project and the permitting, commencement and completion of the Phases, as updated by Tenant from time to time.

**“Senior Restricted Units”** as defined in Section 7.6(a).

**“Severable Obligations”** as defined in Section 16.4(c).

**“Stabilization”** means that the annualized Project Net Operating Income for the previous four (4) calendar months is at least twenty percent (20%) greater than the Rent payable with respect to the then existing Lease Year.

**“Subleases”** mean all written or oral leases, subleases, rental agreements, licenses, concessions, occupancies and other agreements or arrangements granted to Subtenants for the use or occupancy of all or any portion of the Property.

**“Subtenant”** means any subtenant, licensee, concessionaire, occupant or user (other than Tenant) of the Property, claiming by, through or under Tenant.

“**Surrounding Neighborhood**” means the neighborhoods generally bounded by IH-35 on the West, Lady Bird Lake on the South, US 183 on the East and E Martin Luther King Jr. Blvd on the North.

“**Taxes**” mean all taxes (including, without limitation, gross receipts or similar taxes and any taxes payable pursuant to V.T.C.A., Tax Code, Section 171.001, et seq., as such statute may be amended or recodified from time to time), assessments, levies, imposts, excises, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Term imposed or levied upon, assessed against or measured by (a) the Land, (b) the Improvements, (c) the Project Related Improvements, (d) any Rent or other sums payable by Tenant hereunder, (e) this Lease, or (f) the Leasehold Estate, or which otherwise arise in respect of the development, operation, occupancy, possession or use of the Property and/or the Project Related Improvements. Notwithstanding the foregoing, Taxes shall not include estate, inheritance, gross receipts, margins, franchise, transfer or income tax of Landlord, if any; provided, however, (i) if at any time during the Term of this Lease the method of taxation shall be changed such that there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the Rents or other sums received hereunder, or upon the value of the Property or any present or future Improvements on the Land, then all such taxes, levies or charges or the part thereof so measured or based shall be considered to be Taxes, and (ii) for the avoidance of doubt, Taxes shall include gross receipts or similar taxes and any taxes payable pursuant to V.T.C.A., Tax Code, Section 171.001, et seq., as such statute may be amended or recodified from time to time, as set forth in the first sentence of this definition of “**Taxes**”.

“**Tenant**” as defined in the introductory paragraph hereof, and its permitted successors and assigns.

“**Tenant Party**” and “**Tenant Parties**” mean, individually and collectively, Tenant, Subtenants, owners of the Master Units (if any), associations created under Permitted Condo Documents (if any), and their respective directors, managers, officers, employees, agents, attorneys, consultants, customers, visitors, guests, invitees, licensees, contractors, concessionaires, successors and assignees.

“**Tenant Representative**” as defined in Section 11.2.

“**Tenant Required Existing Remedial Work**” means the Required Existing Remedial Work for the PRAA-North Area (as that term is defined in the Amended VCP Application) and further depicted and/or described on Exhibit I-3 attached hereto, to be conducted pursuant to the Project VCP Documents, including the timeframes and deadlines set forth therein, and which shall entail closure under such criteria and remedy standard acceptable to TCEQ under TRRP for the use of the PRAA-North Area.

“**Term**” as defined in Section 3.1.

“**Transfer**” means to sell, assign, convey, lease, sublease, mortgage, hypothecate or otherwise alienate or encumber.

“**Transferee**” means any Person to whom a Transfer is made.

“TRRP” means the Texas Risk Reduction Program set forth in 30 Tex. Admin. Code Chapter 350.

“Work” as defined in Section 5.2.

1.2 Modification of Defined Terms. Unless the context clearly otherwise requires or unless otherwise expressly provided herein, the terms defined in this Lease 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 will be construed to authorize any such renewal, extension, supplement, modification, amendment or restatement.

1.3 References and Titles. All references in this Lease to exhibits, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions refer to the exhibits, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions of this Lease 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 will be disregarded in construing the language contained in such subdivisions. The words “this Lease”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Lease 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 will be construed to include any other gender, and words in the singular form will 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 Commencement Date and any future amendments thereto or successor provisions thereof.

1.4 Nature of Lease. As the Term of this Lease will span many generations, specific references herein (such as the names of streets, laws and regulations) may cease to exist prior to the expiration or earlier termination hereof. It is the intent of Landlord and Tenant that, notwithstanding the fact that such references may no longer be correct, the spirit and intent of this Lease be given effect as close as possible with respect to the relevant affected term or provision hereof.

## ARTICLE II. GROUND LEASE

2.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Property, together with all rights, privileges, easements and appurtenances belonging to or in any way appertaining to the Property.

2.2 Reservation. Notwithstanding anything in this Lease to the contrary, Landlord hereby reserves the following rights:

(a) Upon reasonable prior notice (except in case of an emergency in which event notice will be provided to the extent the circumstances permit Landlord the ability to do so and

in all cases promptly after such entry occurs if no prior notice is provided), and in all events subject to the rights of Subtenants under their respective Subleases and in a manner that reasonably minimizes undue interference with operations at the Property and risk of damage to the Improvements or personal injury, to enter the Property for the purpose of (i) examinations or inspections of the same (but with no obligation to undertake the same); (ii) making such repairs, alterations or repair therein as permitted by Landlord pursuant to the terms of this Lease (but with no obligation to undertake the same); (iii) showing the Property to prospective purchasers or mortgagees of the Fee Estate; and (iv) operating, maintaining, repairing, replacing, altering or otherwise dealing with any improvements, property (real or personal) or other matters associated with Plaza Saltillo (other than the Property leased to Tenant under this Lease); and Tenant shall not be entitled to any abatement of Rent by reason thereof, nor shall such entry be deemed to be an actual or constructive eviction. If an Event of Default has occurred and is continuing, any inspection prompted by, or relating to, such Event of Default will be at the sole cost and expense of Tenant.

(b) Landlord shall have the right to operate, maintain, repair, replace, alter or otherwise deal with Plaza Saltillo (other than the Property leased to Tenant under this Lease) as Landlord determines in its sole and absolute discretion provided that Landlord will use reasonable efforts to minimize any interference with the Property. In furtherance of the foregoing, Tenant shall take such actions and execute and deliver any other additional documents and instruments as requested by Landlord in order to carry out the intent and purpose of this reservation.

### 2.3 Ownership of Improvements and Public Improvements.

(a) The Improvements will be owned by Tenant during the Term. Upon termination of this Lease for any reason, the Improvements will become the property of Landlord without necessity of further action by Landlord, Tenant, any other Tenant Parties or any other Persons claiming by, through or under Tenant or any other Tenant Parties, subject to Section 12.1 below.

(b) All Improvements which are added to the Property will immediately become the property of (and title thereto will vest in) Landlord upon the expiration or earlier termination of this Lease, but will be deemed incorporated in the Property and subject to the terms of this Lease as if originally leased hereunder.

(c) Notwithstanding that Tenant will design, construct and/or pay for some portions of the same pursuant to this Lease and the MDA, the Public Improvements and LAB Improvements will be owned by Landlord or City, as applicable. However, Tenant agrees to operate, maintain, repair and replace the same (or cause same to be operated, maintained, repaired or replaced) pursuant to and in accordance with this Lease, but only to the extent expressly required elsewhere under this Lease, and all Legal Requirements (including, without limitation, any other Entitlements in the form of license agreements with the City and/or Landlord, as the case may be) associated with the same.

(d) All Personal Property shall be and remain the property of Tenant and Tenant shall be solely liable for and shall pay when due all costs, charges, payments or other sums due with regard to such Personal Property, including, without limitation, any Taxes on the Personal

Property. Tenant shall timely render to the appropriate taxing authority all Personal Property as required by Legal Requirements and pay any penalty for not timely rendering.

2.4 Quiet Enjoyment. So long as no Event of Default exists, Landlord covenants to Tenant that Tenant shall lawfully and quietly hold, occupy, and enjoy the Property during the Term without hindrance or molestation by Landlord or any Person claiming by, through or under Landlord, except such portion of the Property, if any, as shall be taken under the power of eminent domain, and subject to all Legal Requirements (including, without limitation, all matters of record and any matters that would be revealed by a current survey, including visible and apparent easements, encroachments, and boundary line conflicts, if any).

2.5 Rent Deposit.

(a) Upon execution of this Lease, Tenant shall deposit with Landlord \$3,250,000.00 (the “**Rent Deposit**”) in the form of the Letter of Credit (as hereinafter defined) to secure Tenant’s performance under this Lease.

(b) The Rent Deposit shall be in the form of an unconditional, irrevocable sight-draft letter of credit in favor of Landlord, as beneficiary, in form and substance satisfactory to Landlord, in Landlord’s Permitted Discretion, and issued by a bank (the “**Issuing Bank**”) satisfactory to Landlord in the exercise of its Permitted Discretion. Landlord approves International Bank of Commerce as an Issuing Bank. Such letter of credit shall be renewed or replaced with a substantially identical letter of credit annually at least thirty (30) days prior to expiration of the then current letter of credit. Each letter of credit and any renewal thereof or replacement therefor or any replacement for a prior renewal or replacement thereof is herein called the “**Letter of Credit**”. The Letter of Credit must allow for partial and full draws.

(c) In the event of a Default, Landlord may, without prejudice to Landlord’s other rights and remedies, submit to the Issuing Bank a draft drawn under the Letter of Credit and apply part or all of the Rent Deposit to cure such Default. If Landlord so draws on the Letter of Credit and uses part or all of the Rent Deposit, then Tenant shall within ten (10) days after written demand, provide Landlord with a supplemental or replacement letter of credit meeting the requirements of the Letter of Credit to return the amount of the Letter of Credit to the principal amount of the Rent Deposit or deposit with Landlord immediately available funds in an amount sufficient to restore the Rent Deposit to its original amount.

(d) Tenant shall not be entitled to any interest on any portion of the Rent Deposit drawn by Landlord, and Landlord may commingle any portion of the Rent Deposit drawn by Landlord with other monies of Landlord. Following thirty (30) days after Stabilization and Landlord’s receipt of written notice of same from Tenant (the “**L/C Return Date**”), Tenant shall no longer be required to maintain the Rent Deposit and Landlord shall return the original Letter of Credit to Tenant. Tenant shall, at its sole cost and expense, keep the Letter of Credit in full force and effect until the L/C Return Date.

(e) If Tenant (i) allows the Letter of Credit to lapse at any time during the Term prior to the L/C Return Date, or (ii) fails, and such failure continues for ten (10) days after written notice from Landlord, to restore the Letter of Credit to the amount required hereunder after the Letter of Credit has been drawn upon by Landlord in accordance with the terms hereof, then Tenant shall be in Default under this Lease and Landlord shall be entitled to exercise all remedies for Default set forth in this Lease.

(f) In the event that, for whatever reason, Landlord receives notice from Tenant or Issuing Bank that the Letter of Credit will expire prior to the L/C Return Date, then, not more than thirty (30) days prior to the expiration of the Letter of Credit, Landlord may draw upon the Letter of Credit in the full amount of the Rent Deposit even if no Default has occurred under this Lease. In such event, the funds drawn by Landlord upon the Letter of Credit shall thereafter constitute the Rent Deposit and shall be held by Landlord as a security and Landlord shall have all rights and remedies with respect thereto, as set forth in this Section 2.5.

(g) Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Property and in this Lease, and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the Letter of Credit and Rent Deposit to the transferee or mortgagee. Upon a transfer of the Property by Landlord, Tenant, at its sole cost, shall arrange for the transfer of the Letter of Credit to the new landlord or arrange to have the Letter of Credit reissued in the name of the new landlord (and, promptly after such reissuance, Landlord shall surrender the original Letter of Credit to Tenant), and Landlord shall thereupon be released by Tenant from all liability for the return of the Letter of Credit and Rent Deposit. Upon such transfer or assignment of the Letter of Credit and Rent Deposit and the transferee's assumption of Landlord's obligations with respect thereto, Landlord shall be deemed released by Tenant from all liability or obligation for the return of the Letter of Credit and Rent Deposit and Tenant shall look solely to such transferee or mortgagee for the return of the Letter of Credit and Rent Deposit.

2.6 Capitalization of Tenant. On or before the Commencement Date, Tenant shall be capitalized by Endeavor and Columbus or their Affiliates or other investors, with equity contributions of no less than \$40,000,000.00 (the "**Required Equity Capitalization**"). The capitalization of Tenant to achieve the Required Equity Capitalization will be calculated as follows: (a) Development Costs incurred by Endeavor and Columbus or their respective Affiliates with respect to the Project prior to the Commencement Date; plus (b) Development Costs incurred by Tenant prior to the Commencement Date; plus (c) cash equity contributed to Tenant no later than the Commencement Date in an amount equal to the difference between the Required Equity Capitalization minus the amounts set forth in subsections (a) and (b) of this sentence and held in an account with the Leasehold Mortgagee or a financial institution with deposits of not less than \$1,000,000,000.00 (such cash equity, the "**Cash Equity**"), provided that the Cash Equity contribution may be in the form of a written binding, non-contingent commitment (other than conditions customarily contained in governing documents that are generally consistent with similar equity investments and for which Tenant has a reasonable expectation of compliance) from the equity investor described in clause (a) of the definition of Qualified Equity Investor Entity so long as Tenant has closed on Construction Financing for

Phase I under which a minimum equity contribution of \$80,000,000.00 is required prior to the funding of more than \$20,000,000.00 of such Construction Financing and at least \$6,000,000.00 of such equity contribution requirement under such Construction Financing has been funded as of the Commencement Date through the amounts described in subsections (a) and (b) of this provision and Cash Equity in the form of immediately available funds deposited pursuant to this subsection (c). On or before ten (10) days after the Commencement Date, Tenant shall provide Landlord with evidence that Tenant has been capitalized in accordance with this Section 2.6, which shall include a reasonably detailed accounting of the Development Costs incurred before the Commencement Date that are included in subsection (a) and/or (b) of the foregoing sentence. From the Commencement Date to Completion of Construction of Phase I, Tenant (i) shall not distribute the Cash Equity to any Person except to the extent necessary to pay Development Costs as and when they become due, and (ii) shall provide Landlord with a monthly report of the Development Costs incurred by Tenant during the preceding month, the Cash Equity used to pay such Development Costs and the remaining Cash Equity held by (or committed to) Tenant until the Cash Equity is reduced to zero (or the earlier Completion of Construction of Phase I).

ARTICLE III.  
GROUND LEASE TERM AND RENT

3.1 Term. The term of this Lease shall be approximately one hundred one (101) years commencing on the Commencement Date and ending on December 31, 2118 (the “**Term**”), unless sooner terminated pursuant to the terms of this Lease.

3.2 Base Rent.

(a) Tenant covenants and agrees to pay to Landlord, in advance in equal quarterly installments, commencing with the Rent Commencement Date, without deduction, abatement, counterclaim or offset, and without prior notice or demand, a net annual base rent for each Lease Year (the “**Base Rent**”).

(b) Subject to adjustment pursuant to Section 3.2(c) below, the Base Rent payable by Tenant from the Rent Commencement Date to the last day of the fifth (5<sup>th</sup>) Lease Year, shall be as set forth in the following schedule:

Lease Year	Annual Base Rent Amount
1	\$1,625,000.00
2	\$1,673,750.00
3	\$1,723,962.50
4	\$1,775,681.38
5	\$1,828,951.82

(c) The Base Rent is subject to the following:

(i) The Base Rent set forth in Section 3.2(b) above is based on the following project components (each a “**Project Component**”) being included in the Project, excluding in all events historical buildings: (A) 640,000 rentable square feet of space for Residential Units; (B) 120,000 rentable square feet of Commercial Space to be leased to

retail users; and (C) zero (0) rentable square feet of Commercial Space to be leased for office users. Notwithstanding the foregoing clause (C), Landlord and Tenant acknowledge that the Project must include a building on Block 1 with at least 120,000, and up to approximately 140,000, square feet of Commercial Space to be leased for office use, but the determination of the Project Component Base Rent Increase is based on zero (0) square feet of Commercial Space to be leased for office use in order to incorporate the related applicable Project Component Adjustment amounts in the table below.

(ii) If (A) the total rentable square footage of the Project reflected in the Project Design Documents approved by Landlord is greater than 760,000 rentable square feet (and only to the extent of such excess), and (B) the aggregate rentable square footage of any Project Component in the Project reflected in the Project Design Documents approved by Landlord is greater than the assumptions set out in Section 3.2(c)(i) (“**Actual Project Components**”) and if (and only if) such increase is due to, as applicable, (I) an increase in the rentable square feet of space for Residential Units above the rentable square footage reflected in Section 3.2(c)(i)(A); (II) an increase in the rentable square feet of space for Commercial Space leased to retail users above the rentable square footage reflected in Section 3.2(c)(i)(B) as the result of the addition of such rentable square footage above the ground floor of the Improvements or the addition of such rentable square footage on the ground floor of the Improvements in excess of 5,000 rentable square feet; or (III) an increase in the rentable square feet of space for Commercial Space above the ground floor of the Improvements leased to office users in excess of the rentable square footage reflected in Section 3.2(c)(i)(C), then, in each such case, the annual Base Rent will be increased (the “**Project Component Base Rent Increase**”) to reflect the excess rentable square footage for each applicable Project Component by the product of the applicable “**Project Component Adjustment**” (herein so called) set forth in the following schedule multiplied by the actual increase in the number of the rentable square footage of the applicable Project Component, less \$1.50 multiplied by the amount by which the combined rentable square feet of Residential Units and Commercial Space – Retail is less than 760,000 rentable square feet, all subject to Section 3.2(c)(iii) below.

<b>Project Component</b>	<b>Adjustment Factor</b>	<b>Project Component Adjustment</b>
Residential Units	Number of rentable Square Feet	\$2.025
Commercial Space – Retail	Number of rentable Square Feet	\$1.50
Commercial Space – Office (up to, and including, 120,000 rentable square feet)	Number of rentable Square Feet	\$1.50
Commercial Space – Office (in excess of 120,000 rentable square feet)	Number of rentable Square Feet	\$2.00

(iii) If the Base Rent is to be increased pursuant to Section 3.2(c)(ii), then the



Project Component Base Rent Increase will first be calculated pursuant to Section 3.2(c)(ii) above, and then will be reduced by the lesser of (A) \$50,000.00 or (B) the amount of the Project Component Base Rent Increase (such lesser amount, the “**PCA Reduction Amount**”). Notwithstanding the immediately preceding sentence to the contrary (but subject to the immediately following sentence), if Tenant has received any Entitlement Incentives, then Landlord shall have the right, at Landlord’s election, either (but not a combination of) (I) to receive a payment from Tenant equal to forty-five percent (45%) of the amount of the Entitlement Incentives (such amount, the “**Landlord’s Share of Entitlement Incentives**”), in which event the PCA Reduction Amount will remain the amount determined pursuant to the immediately preceding sentence, but in no event will Landlord be entitled to receive an amount under this subsection (I) greater than Landlord’s Cap on Entitlement Incentives; or (II) reduce the PCA Reduction Amount by an amount equal to the product of the Landlord’s Share of Entitlement Incentives multiplied by eight percent (8%), but (Y) in no event will the PCA Reduction Amount be reduced to below \$0.00 pursuant to this subsection and (Z) for purposes of calculating the amount of such reduction, in no event will Landlord’s Share of Entitlement Incentives be greater than Landlord’s Cap on Entitlement Incentives. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree there exists no Entitlement Incentives and, therefore, no Landlord Share of Entitlement Incentives, and the PCA Reduction Amount shall not be subject to reduction under the immediately preceding sentence.

(iv) Notwithstanding the foregoing to the contrary, in no event will the Base Rent set forth in Section 3.2(b) above ever be decreased.

(v) For illustration purposes only and without modifying the foregoing, if the Actual Project Components consisted of 640,000 rentable square feet of space for Residential Units, 124,000 rentable square feet of Commercial Space to be leased to retail users and 120,000 rentable square feet of Commercial Space to be leased to office users and there were no Entitlement Incentives, then the Base Rent for the first Lease Year would be increased pursuant to Section 3.2(c)(ii) by \$180,000.00, which increase would be reduced by the PCA Reduction Amount of \$50,000.00 pursuant to Section 3.2(c)(iii), resulting in a net increase of Base Rent of \$130,000.00 for the first Lease Year, and the Base Rent schedule payable by Tenant through the fifth (5<sup>th</sup>) Lease Year would be automatically amended and restated to be as follows (reflecting three percent (3%) increases for each Lease Year after the first (1<sup>st</sup>) Lease Year):

Lease Year	Annual Base Rent Amount
1	\$1,755,000.00
2	\$1,807,650.00
3	\$1,861,879.50
4	\$1,917,735.89
5	\$1,975,267.96

(vi) For illustration purposes only and without modifying the foregoing, if the Actual Project Components consisted of 626,000 rentable square feet of space for Residential Units, 112,000 rentable square feet of Commercial Space to be leased to retail

users and 140,000 rentable square feet of Commercial Space to be leased to office users (which the parties acknowledge are the approximate square footages anticipated based on the Conceptual Plan attached hereto as **Exhibit K**, but remains subject to change in accordance with the terms of this Lease) and there were no Entitlement Incentives, then the Base Rent for the first Lease Year would be increased pursuant to Section 3.2(c)(ii) by \$187,000.00 [calculated as  $(120,000 \times \$1.50) + (20,000 \times \$2.00) - (\$1.50 \times \{760,000 - 626,000 - 112,000\})$ ], which increase would be reduced by the PCA Reduction Amount of \$50,000.00 pursuant to Section 3.2(c)(iii), resulting in a net increase of Base Rent of \$137,000.00 for the first Lease Year, and the Base Rent schedule payable by Tenant through the fifth (5<sup>th</sup>) Lease Year would be automatically amended and restated to be as follows (reflecting three percent (3%) increases for each Lease Year after the first (1<sup>st</sup>) Lease Year):

Lease Year	Annual Base Rent Amount
1	\$1,762,000.00
2	\$1,814,860.00
3	\$1,869,305.80
4	\$1,925,384.97
5	\$1,983,146.52

(vii) Subject to the remainder of this provision, Landlord agrees, in exchange for Tenant’s agreement to increase density of the Project and provide additional affordable Residential Units (as expressly set forth elsewhere in this Lease), to abate a portion of the Base Rent due from Tenant in an amount equal to \$540,000.00 (the “**Affordable Housing Abatement Amount**”) if on or before the later of (A) the Rent Commencement Date or (B) Completion of Construction of Block 1 (such later date, the “**Affordable Housing Abatement Deadline**”) the Tenant pays \$1,080,000.00 and the City pays \$540,000.00 to the Housing Trust Fund of the City to provide affordable housing in the Regulating Plan area in accordance with Part 3.B. of Ordinance No. 20170302-062 adopted by the City (Tenant’s payment being in addition to the amount of the Affordable Housing Abatement Amount and the fee-in-lieu paid by Tenant pursuant to Part 2.D. of said Ordinance No. 20170302-062). If such amounts are not paid to the Housing Trust Fund of the City on or before the Affordable Housing Abatement Deadline, then Tenant shall not be entitled to the abatement of Base Rent in the amount of the Affordable Housing Abatement Amount pursuant to this provision. If, and at such times as, Tenant is entitled to receive the abatement of Base Rent in the amount of the Affordable Housing Abatement Amount pursuant to this provision, then installments of the quarterly Base Rent payable thereafter will be abated in an amount equal to the quotient resulting from the annual Project Component Base Rent Increase allocable to Commercial Space to be leased for office use divided by four (4), until Tenant has received credit for the entire Affordable Housing Abatement Amount (or, if the Pre-paid Rent has not been waived pursuant to Section 3.2(f) below, then the Pre-paid Rent will be reduced or returned to Tenant by a portion of the Affordable Housing Abatement Amount to reflect eight (8) quarterly abatements of Base Rent as calculated above, and the remaining amount of the Affordable Housing Abatement Amount will be applied to the quarterly Base Rent payments accruing thereafter). The abatement represented by the

Affordable Housing Abatement Amount is an abatement and not a reduction of the Base Rent and will not reduce or otherwise affect the Base Rent payable after Tenant has received full credit for the Affordable Housing Abatement Amount.

(viii) Notwithstanding anything herein to the contrary, the Base Rent during the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) Lease Years shall increase by the applicable NOI Base Rent Increases for such Lease Year, but in all events the Base Rent during said Lease Years shall increase by a minimum of 2.35% per annum on a cumulative basis based on the Base Rent for the fifth (5<sup>th</sup>) Lease Year. For illustration purposes only and without modifying the foregoing, if the Base Rent for the fifth (5<sup>th</sup>) Lease Year is \$1,983,146.52, then the Base Rent during the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) Lease Years will not be less than the following amounts (but will be greater if the NOI Base Rent Increases results in a higher increase than 2.35% per annum on a cumulative basis):

Lease Year	Annual Base Rent Amount
6	\$2,029,750.47
7	\$2,077,449.60
8	\$2,126,269.67
9	\$2,176,237.01
10	\$2,227,378.57

(d) Commencing on the first day of the sixth (6<sup>th</sup>) Lease Year and on the first day of each Lease Year thereafter, the annual Base Rent during each such Lease Year shall be increased by the percentage increase (the “**NOI Base Rent Increase**”) in the Project Net Operating Income during the immediately preceding Lease Year over the Lease Year prior to such preceding Lease Year with the highest Project Net Operating Income; provided, however, the first quarterly installment of such NOI Base Rent Increase for the sixth (6<sup>th</sup>) Lease Year and each subsequent Lease Year shall be paid concurrently with Tenant’s second quarterly installment for such year (but in all events the NOI Base Rent Increase shall commence on the first day of such Lease Year and Tenant shall pay on the first day of the first quarter of each Lease Year the Base Rent in effect immediately preceding such quarter [i.e., only the portion of Base Rent for such quarter attributed to the NOI Base Rent Increase will be paid on the date of Tenant’s second quarterly installment for such year]). For illustration purposes only and without modifying the foregoing, (i) if the Project Net Operating Income for the fourth (4<sup>th</sup>) Lease Year was \$500,000.00 and the Project Net Operating Income for the fifth (5<sup>th</sup>) Lease Year was \$550,000.00 (i.e., an increase of ten percent [10%]), then the Base Rent for the sixth (6<sup>th</sup>) Lease Year would increase by ten percent (10%); and (ii) if Project Net Operating Income for the seventh (7<sup>th</sup>) Lease Year was \$525,000.00 (i.e., a \$25,000.00 decrease from the sixth [6<sup>th</sup>] Lease Year), there would be no increase or decrease in Base Rent for the seventh (7<sup>th</sup>) Lease Year; and (iii) if Project Net Operating Income for the eighth (8<sup>th</sup>) Lease Year was \$605,000.00 (i.e., an \$80,000.00 increase over the seventh [7<sup>th</sup>] Lease Year and a \$55,000.00 or ten percent [10%] increase over the sixth [6<sup>th</sup>] Lease Year), then Base Rent for the eighth (8<sup>th</sup>) Lease Year would increase by ten percent (10%).

(e) Except as provided in Section 3.2(f) below with respect to Base Rent due for the first (1<sup>st</sup>) Lease Year, Tenant shall pay the Base Rent in quarterly installments in advance on January 1, April 1, July 1 and October 1 of each calendar year during the Term.

(f) Tenant shall not later than the Rent Commencement Date pay to Landlord Base Rent in the amount of \$3,298,750.00 (the “Pre-paid Rent”) which shall, immediately upon payment, be applied to the Base Rent due during the first and second Lease Years; provided, however, that if prior to or on the Rent Commencement Date, all Governmental Authorities having jurisdiction have issued applicable final certificates of completion, certificates of occupancy or their equivalent, as applicable, for Improvements containing at least 500 Residential Units and 80,000 rentable square feet of Commercial Space to be used for Retail Uses, then the requirement to pay the Pre-paid Rent will be waived and Tenant shall pay Base Rent on a quarterly basis during the first and second Lease Years (and thereafter). The parties acknowledge that (i) the first (1<sup>st</sup>) Lease Year may contain more than one full calendar year and, in such event, the Base Rent for the first (1<sup>st</sup>) Lease Year will be increased by an amount equal to the prorated daily annual Base Rent amount (assuming a 365 day year) for the first (1<sup>st</sup>) Lease Year multiplied by the number of days that the first (1<sup>st</sup>) Lease Year exceeds 365, and (ii) the Base Rent for the first (1<sup>st</sup>) and second (2<sup>nd</sup>) Lease Years may be increased pursuant to Section 3.2(c) above. In the event that additional amounts of Base Rent are due from Tenant (X) pursuant to subsection (i) of the preceding sentence, Tenant shall pay such additional amounts to Landlord on the first day of the third (3<sup>rd</sup>) Lease Year; or (Y) pursuant to subsection (ii) of the preceding sentence, Tenant shall pay such additional amounts to Landlord within sixty (60) days after Landlord notifies Tenant of such increase. Pursuant to Section 1.5 of the MDA, Tenant has previously paid to Landlord \$100,000.00, which Landlord shall apply against the first payment of Base Rent due from Tenant on the Rent Commencement Date (or, if the Pre-paid Rent has not been waived pursuant to this Section 3.2(f), to the Pre-paid Rent).

(g) The Rent for any partial year or quarter shall be prorated on a per diem basis.

(h) For purposes of determining the NOI Base Rent Increase pursuant to Section 3.2(d) above, it is the intent of the parties that until achieving ninety-five percent (95%) occupancy, the comparison of Project Net Operating Income between Lease Years be made on an equal occupancy basis. Therefore, until the Project (or the applicable Master Unit portion thereof) achieves an occupancy level of ninety-five percent (95%) (and for determining such occupancy level, any Commercial Space that is occupied by a Subtenant under a “free rent” period will be deemed not occupied until such “free rent” period expires), the applicable Project Revenues and Project Operating Costs shall be “grossed up” to reflect what they would otherwise be had the Project (or applicable portion thereof) been ninety-five percent (95%) occupied for the purposes of calculating the NOI Base Rent Increases, as reasonably agreed between Landlord and Tenant. For purposes of illustration only and without limiting the right of Landlord and Tenant to otherwise agree on the method of applying this Section 3.2(h), attached hereto as Exhibit G is one example of applying this Section 3.2(h) based on the circumstances set forth in such example.

(i) Notwithstanding Section 3.2(d) above to the contrary, Landlord and Tenant agree that Tenant may, in compliance with the provisions of Section 14.1 and Section 14.3 below, Transfer to an Office Master Unit Owner-Occupier fee simple title to the Office Master Unit. If the Office Master Unit is so transferred to an Office Master Unit Owner-Occupier, then the NOI Base Rent Increases for the Office Space Unit commencing with the Lease Year immediately following such Transfer and each Lease Year thereafter while the owner of the Office Master Unit remains an Office Master Unit Owner-Occupier shall equal three percent (3%) per Lease

Year. Upon any Transfer of the Office Master Unit by an Office Master Unit Owner-Occupier to a Person that does not constitute an Office Master Unit Owner-Occupier, the NOI Base Rent Increases for the Office Space Unit for the two (2) Lease Years immediately following such Transfer shall equal three percent (3%) and the NOI Base Rent Increase for each Lease Year thereafter shall be calculated pursuant to Section 3.2(d) above. If the Office Master Unit is owned by a Person that is considered an Office Master Unit Owner-Occupier as set forth in the definition thereof, but thereafter becomes a Person that is not considered an Office Master Unit Owner-Occupier as set forth in the definition thereof and continues to own the Office Master Unit, then the NOI Base Rent Increases for the Office Space Unit for any Lease Years after such event occurs shall be the greater of (i) three percent (3%), and (ii) the NOI Base Rent Increase calculated pursuant to Section 3.2(d) and this Section 3.2(i) (for purposes of calculating such NOI Base Rent Increase, any space within the Office Space Unit not leased to third parties will be deemed to have generated rent to Tenant equal to the average per square foot rent generated by space within the Office Space Unit leased to third parties).

(j) Upon written request by either Landlord or Tenant, Landlord and Tenant shall confirm the matters set forth in this Section 3.2 in writing in substantially the form of the Base Rent Memo attached hereto as Exhibit R.

3.3 Percentage Rent. Tenant agrees to timely pay Landlord, without abatement, demand, offset, deduction or counterclaim, percentage rent (“**Percentage Rent**”) equal to twenty percent (20%) (the “**Percentage Rent Factor**”) of amounts actually received by Tenant, any owners of any Master Units or by any other Person from Subtenants (but excluding any such receipts by Subtenants from their sub-sub-tenants or licensees or concessionaires) and, in each case, that are attributable to rent, if any, calculated or in any other manner based (directly or indirectly) on the revenues, income or other proceeds received by End Users (the “**Project Percentage Rent Revenue**”). Tenant shall make semi-annual payments of Percentage Rent in arrears within sixty (60) days of January 1 and July 1 of each calendar year during the Term, which shall be calculated by multiplying the Percentage Rent Factor by the amount of Project Percentage Rent Revenue for the six (6) month period in question. Within sixty (60) days after each calendar year, Tenant shall prepare and deliver to Landlord a statement of Project Percentage Rent Revenue during the preceding calendar year, certified to be correct by an officer of Tenant. Not later than thirty (30) days after the delivery of such statement, Tenant shall pay to Landlord the amount of any deficiency in Percentage Rent for such preceding calendar year; if there is any overpayment of Percentage Rent in any calendar year, Landlord shall credit to Tenant the amount of such overpayment against future Rent payments under this Lease.

3.4 Rent as Several Obligation. For purposes of reference and clarity and without modifying Article XVI below, as further provided in Article XVI below, once Tenant files the Condominium Declaration in accordance with Article XVI, the obligation of each Master Unit owner to pay Rent (including Base Rent, NOI Base Rent Increases [calculated separately for each Master Unit] and Percentage Rent) is a Several Obligation attributable to each Master Unit as set forth in Article XVI below and calculated pursuant to the Condominium Declaration.

3.5 Reporting.

(a) Tenant shall keep adequate books and records (the “**Books and Records**”) of account in accordance with its ordinary business practices on a cash basis and accrual basis in accordance with generally accepted accounting principles consistently applied or in accordance with other consistently applied commercially reasonable methods, and furnish to Landlord, within forty-five (45) days after the last day of each Lease Year, internally prepared statements, together with the certificate of an authorized representative of Tenant that all of such statements are true, correct and complete (the “**Project Operating Statements**”) showing Project Revenues, Project Operating Costs, Project Net Operating Income, NOI Base Rent Increase for the applicable Lease Year and a calculation of the Base Rent for the following Lease Year. Tenant shall also make available to Landlord any supporting information in Tenant’s possession related to Project Operating Statements as requested by Landlord from time to time in Landlord’s Permitted Discretion.

(b) Landlord and its agents, consultants, employees and other similar Persons shall have the right, during regular business hours, upon at least ten (10) Business Days’ written notice, but not more than once per calendar year with respect to any Lease Year’s Project Operating Statements (except if an Event of Default exists), to examine, inspect and/or to conduct (or caused to be conducted) an audit of all of the Books and Records for the purpose of investigating and verifying the accuracy of any or all of the Project Operating Statements but no right to make or retain copies of any Books and Records. If such audit reveals that Tenant underreported any Rent, then Tenant shall immediately pay to Landlord such amount as is owed to Landlord for such Rent for such period plus interest at the Delinquency Interest Rate from the date such payments would have been paid to the date paid, plus the actual cost of such audit if the audit reveals Tenant under paid by more than three percent (3%); otherwise, the cost of such audit shall be paid by Landlord. If Tenant notifies Landlord that it disagrees with Landlord’s audit within ten (10) Business Days after Landlord notifies Tenant of the results of Landlord’s audit, then Tenant shall have the right to appoint an independent certified public accountant or other duly authorized representative to audit the Books and Records. Landlord will, at no cost or expense to Landlord, reasonably cooperate with Tenant and Tenant’s certified public accountant with respect to the performance of the audit. If, after such audit, Landlord and Tenant fail to reach agreement on the final Project Operating Statements being so audited, then they shall jointly appoint a third auditor and the determination by such third auditor as to the accuracy of the Project Operating Statements and any underpayment or overpayment of Rent by Tenant shall be binding on both Landlord and Tenant. It shall be considered an Impasse if Tenant and Landlord cannot mutually agree on the third auditor. If the determination of the third auditor is that Tenant underreported any Rent, then Tenant shall pay the costs and expenses of the third auditor; if the determination of the third auditor is that Tenant did not under-report the Rent or over-reported Rent, then Landlord shall pay the costs and expenses of the third auditor.

(c) Acceptance by Landlord of payments of Rent shall be without prejudice to Landlord’s right to examine and audit the Books and Records from time to time in order to verify the amounts reported by Tenant.

(d) The fact that a portion of the Rent may be payable based on the operations of the Project shall not, nor shall any other provision of this Lease be construed to, create the relationship of principal and agent, or a partnership, enterprise or joint venture between Landlord and Tenant or make Landlord in any way responsible for the debts or losses of Tenant.

(e) Tenant's obligations to pay Rent and its obligations under this Section 3.5 shall survive the expiration or earlier termination of this Lease with respect to any Rent accruing prior to expiration or termination of the Lease.

(f) Landlord has advised Tenant that it is a "governmental body" subject to the provisions of the State of Texas Public Information Act, Tex. Gov't Code, ch. 552 (the "PIA"), and that information in Landlord's records may be "public information" for purposes of the PIA subject to public access and disclosure in the manner provided in the PIA, unless a specific exemption under the PIA is determined by a proper authority to apply to particular information. Landlord agrees to, at no cost or expense to Landlord, reasonably cooperate with Tenant's request to implement procedures regarding the disclosure of the Books and Records and Project Operating Statements that Tenant reasonably determines is consistent with the PIA and Tenant's desire that the Books and Records and Project Operating Statements remain confidential. Notwithstanding the foregoing or anything in this Lease to the contrary, Landlord shall be relieved from any confidentiality obligation with respect to this Lease that would be in conflict with its obligations under the PIA, including actions taken in conformity with an opinion of the Attorney General of the State of Texas.

**3.6 Net Lease. This Lease will constitute a net lease, and the obligations of Tenant hereunder are absolute and unconditional. As between Landlord and Tenant, Tenant shall pay all expenses (including, without limitation, Taxes) arising out of the development, use, operation and/or occupancy of the Project and the Property. All Rent shall be absolutely net to Landlord, so that this Lease shall yield net to Landlord the full Rent to be paid during the Term. Accordingly, as between Landlord and Tenant, and except as set forth in Sections 5.2(d), 8.1, 8.7, 8.8, 10.8 and 11.3 of this Lease and in Sections 2.1(e), 3.3, 3.4, 5.1(e), 7.2 and 8.4 of the MDA, all costs, expenses (including, without limitation, Taxes) and obligations of every kind or nature whatsoever, relating to the Property and Project, which may arise or become due during the Term, shall be paid by Tenant, and Landlord and the Indemnitees shall be indemnified and held harmless by Tenant from and against Tenant's failure to pay the same. Tenant shall be responsible for all costs and expenses (including, without limitation, Taxes) of the development, ownership, maintenance, repair and operation of the Property and Project incurred or relating to the period of time during the Term. Any present or future law to the contrary notwithstanding, except as otherwise specifically provided in this Lease, this Lease shall not terminate nor shall Tenant be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Rent, nor shall the obligations of Tenant hereunder be affected by reason of (a) any damage to or destruction of the Property, the Project or any part thereof, or by any taking of the Property, the Project or any part thereof by condemnation, (b) the prohibition, limitation or restriction of or interference with Tenant's use of all or any portion of the Property or the Project, except to the extent caused by Landlord or a Landlord Indemnitee other than in connection with Landlord's or such Landlord Indemnitee's performance of its governmental responsibilities, (c) the failure on the part of Landlord to perform or comply with any term, provision or covenant of this Lease or any other agreement to which Landlord and Tenant may be parties, but without limiting Landlord's obligations therefor, (d) the occurrence of a Bankruptcy Event, (e) any claim which Tenant has or might have against Landlord, but without limiting Tenant's right to pursue such claims or Landlord's obligations therefor, or (f) for any other cause whether similar or dissimilar to the**

foregoing. Except as otherwise expressly provided in this Lease, Tenant waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Leasehold Estate in the Property or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Rent.

3.7 Late Fee; Delinquent Interest Rate.

(a) Any amount due from any Tenant Party to Landlord which is not paid within five (5) days after the due date shall bear interest at the Delinquency Interest Rate, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

(b) In the event Tenant is late in paying any amount of Base Rent or Percentage Rent due under this Lease within five (5) Business Days after the due date more than one (1) time in any Lease Year, then on the second (2<sup>nd</sup>) time in such Lease Year, Tenant shall pay Landlord a late charge equal to two and one-half percent (2.5%) of each delinquent amount of Rent and beginning on the third (3<sup>rd</sup>) time in such Lease Year, Tenant shall pay Landlord a late charge equal to five percent (5%) of each delinquent amount of Rent. The parties agree that the amount of such late charge represents a reasonable estimate of the cost and expense that would be incurred by Landlord in processing each delinquent payment of Rent by Tenant and that such late charge shall be paid to Landlord as liquidated damages for each delinquent payment, but the payment of such late charge shall not excuse or cure any default by Tenant under this Lease. The parties further agree that the payment of late charges and the payment of interest provided for in the preceding paragraph are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of a late charge is to compensate Landlord for the additional administrative expense incurred by Landlord in handling and processing delinquent payments, but excluding attorneys' fees and costs incurred with respect to such delinquent payments.

3.8 Calculation of Charges. Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid and constitute satisfactory methods for determining such charges and amounts as required by Section 93.012 (assessment of charges) of the Texas Property Code. TENANT FURTHER VOLUNTARILY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LEGAL REQUIREMENTS) ALL RIGHTS AND BENEFITS OF TENANT UNDER SUCH SECTION, AS IT NOW EXISTS OR AS IT MAY BE HEREAFTER AMENDED OR SUCCEEDED.

ARTICLE IV.  
DESIGN AND CONSTRUCTION OF PROJECT

4.1 Conceptual Plan, Design Review and Approval of Initial Improvements. Landlord and Tenant have approved of the conceptual design of the Project as generally depicted on the conceptual plan attached hereto as Exhibit K (the "Conceptual Plan"); provided, however, that Landlord and Tenant have not approved the construction of any Improvements based on the Conceptual Plan and reserve the full right to prepare, review and approve of the



remainder of the Project Design Documents as required by this Lease for the Project. In accordance with the terms and conditions contained in this Section 4.1, Tenant shall submit to Landlord, the Project Design Documents for the Project, all of which shall be presented in a form and manner consistent with the requirements of this Lease, Legal Requirements (including, without limitation, the Entitlements) and be prepared by design professionals selected by Tenant and as identified in the MDA. All of Tenant's submissions for Landlord's review will contain such detail and information as reasonable for Landlord to make an appropriate decision. Tenant and Landlord (through the Tenant Representative and Landlord Representative, or such other Persons designated by Tenant and Landlord) and their respective engineers and architects shall coordinate with each other in the design of the Project Design Documents prior to the submission of the same to Landlord. Tenant covenants and agrees that it will keep Landlord fully informed with respect to the preparation, approval and completion of the Project Design Documents and will invite Landlord to participate in all substantive meetings regarding same (or regular meetings agreed upon between Landlord and Tenant in lieu thereof) and will give sufficient advance notice of such meetings.

#### 4.2 Submission and Review Process.

(a) Tenant will, at its sole cost and expense, deliver to Landlord the required Project Design Documents for that stage of the design process for Landlord's review and approval (each such request, a "**Design Approval Request**"). The Project Design Documents may be presented concurrently or successively and the review and approval process will be handled during the conceptual design, design development and construction document development phases of the Project Design Documents.

(b) To facilitate the performance and progress of Tenant's design obligations hereunder, and to raise and address any problems and issues as early as possible, Tenant and Landlord agree to make their design professionals and consultants reasonably available from time to time during the review process to meet and discuss the Project Design Documents. Landlord agrees that (i) it will not withhold approval of any elements of design in a Design Approval Request that are consistent in all material respects with the depiction of such element contained in the Conceptual Plan or in a subsequently approved Design Approval Request and (ii) changes in a Design Approval Request from the Conceptual Plans or a previously approved Design Approval Request related to materials, colors, access points, door locations and other similar treatments shall not be considered material changes with respect to which Landlord may withhold its approval.

(c) When available as to a particular Phase, Tenant will provide Landlord with copies of the following construction drawings applicable to such Phase (which may be in electronic format) (i) upon fifty percent (50%) completion of the construction documents for such Phase; and (ii) upon one hundred percent (100%) completion of the construction documents for such Phase. Landlord will have no approval rights over such construction drawings, but may object, within thirty (30) days after receipt of the applicable construction documents, solely to matters that, except for materials, colors, access points, door locations and similar treatments, (i) are not consistent in material respects with the approved Project Design Documents or (ii) were not included in the approved Project Design Documents and would customarily have been included

in the stage of design of the approved Project Design Documents and are not reasonably inferable from the approved Project Design Documents.

4.3 Landlord's Review. Tenant acknowledges that Landlord's interest in reviewing and approving the Project Design Documents is to protect Landlord's interests in Plaza Saltillo, and no such review or approval by Landlord shall be deemed to create any liability of any kind on the part of Landlord, or constitute a representation on the part of Landlord or any Person consulted by Landlord in connection with such review and approval that the Project Design Documents (a) are in compliance with the Entitlements or any other Legal Requirements, (b) will be deemed complete by the City or any other Governmental Authority, or (c) will be approved by the City or any other Governmental Authority. Landlord's approval rights with respect to the Project Design Documents shall be in Landlord's Permitted Discretion.

4.4 Signage. Tenant acknowledges that as a part of the design review and approval process, all way-finding signage related to Plaza Saltillo Station is subject to the review and approval of Landlord in Landlord's Permitted Discretion and that all signage must comply with the Entitlements and other Legal Requirements and the approved Project Design Documents to the extent shown on the Project Design Documents. For the avoidance of doubt, Landlord's approval is not required for storefront signage for End Users of Commercial Space.

4.5 Construction of Project; Milestones and Milestone Deadlines. Tenant agrees to use commercially reasonable efforts to diligently and continuously pursue the Entitlements and completion of the Project in accordance with the Schedule. Without limiting the generality of the foregoing, Tenant agrees to satisfy the following milestones (each a "Milestone") by the following deadlines (each a "Milestone Deadline"):

(a) (i) Commence Project Work for Phase I by no later than June 30, 2017, and (ii) Commence Construction of Phase I by no later than December 31, 2017; and

(b) Complete Construction of Phase I by no later than June 30, 2020.

4.6 Milestone Remedies.

(a) Landlord reserves the right (but not the obligation) to terminate this Lease and the MDA (the "**Milestone Termination Right**") if (i) Tenant has not achieved the Milestone in Section 4.5(a) on or before the applicable Milestone Deadline or (ii) Tenant has not achieved the Milestone in Section 4.5(b) on or before twelve (12) months following the applicable Milestone Deadline, or such earlier date during such twelve (12) month period at which time Tenant has abandoned construction of Phase I. Except as provided in the immediately following sentence, the foregoing shall not limit Landlord's rights and remedies resulting from any Event of Default, including, without limitation, an Event of Default arising from Tenant's failure to pay Milestone Liquidated Damages. However, for the avoidance of doubt, the termination rights in this Section 4.6(a) due to Tenant's failure to comply with the second sentence of Section 4.5 shall be in lieu of any right of Landlord to terminate this Lease or Tenant's right to possession of the Property under Section 17.2 of this Lease and such termination rights under Section 17.2 of this Lease shall not be exercisable by Landlord due to such failure, but Landlord may pursue all of its other rights and remedies under Section 17.2 with respect to any Event of Default not involving

Section 4.5(b). Landlord will be entitled to exercise its Milestone Termination Right at any time prior to Tenant achieving the applicable Milestone by written notice delivered to Tenant. Any Registered Leasehold Mortgagee of the Property shall have the protections afforded it under Section 15.3 of this Lease in connection with Landlord's exercise of a Milestone Termination Right and Landlord's termination rights under this Section 4.6(a) shall be subject to such Registered Leasehold Mortgagee protections.

(b) If Tenant has not achieved a Milestone on or before the applicable Milestone Deadline, Tenant will pay to Landlord, the sum of \$750.00 (the "**Milestone Liquidated Damages**") per day past the applicable Milestone Deadline until Tenant achieves the Milestone or Landlord exercises the Milestone Termination Right. Landlord and Tenant agree that the Milestone Liquidated Damages has been set as liquidated damages for such event because of the difficulty and uncertainty of determining actual damages for such event. The Milestone Liquidated Damages will be due and payable monthly in arrears on the first day of each month after Milestone Liquidated Damages accrued and any unpaid Milestone Liquidated Damages which are not paid on the date due will accrue interest at the Delinquency Interest Rate. Any amounts due to Landlord under this Section 4.6(b) will be deemed additional Rent. Notwithstanding anything in Section 17.1 to the contrary, no notice shall be required for the payment of liquidated damages.

(c) Tenant and Landlord agree to the following with respect to Phase II of the Project:

(i) Tenant will use commercially reasonable efforts to develop, construct and complete, or cause to be developed, constructed and completed, Phase II, including the Senior Restricted Units. Landlord acknowledges that the Senior Restricted Units will most likely be developed by an entity that is created for such purpose with financing separate from Phase I, as provided in Section 14.1(a) below.

(ii) If Tenant, for any reason, is unable to cause the commencement of construction of Phase II by the date that is twelve (12) months after Tenant Commences Construction of Phase I, plus, if Tenant diligently pursues and is unable to obtain, within calendar year 2017, "gap public financing" under a four percent (4%) tax credit structure sufficient for the debt and equity capital requirement for the construction of Phase II and Tenant applies for and diligently pursues a nine percent (9%) tax credit structure during the first calendar quarter of calendar year 2018 and thereafter until awarded or denied, then an additional three (3) months (i.e., a total of fifteen [15] months after Tenant Commences Construction of Phase I), then Tenant shall notify Landlord that Tenant is not able to develop Phase II as contemplated by this Lease (the "**Initial Phase II Notice**"), and Tenant and Landlord will discuss in good faith (but with no obligation on either party to reach an agreement) for a period of three (3) months after the Initial Phase II Notice is received by Landlord (the "**Phase II Negotiation Period**") alternative development scenarios for Block 6 that may, among other things, (1) include Restricted Units and/or Senior Restricted Units that will cause the entire Project to comply with the Affordable Housing Requirements, (2) include uses other than Restricted Units and/or Senior Restricted Units which may result in increased ground rent and other economic and development factors, (3) include a maximum loan to cost ratio for any applicable Construction Financing, and/or (4) include an agreed upon construction completion

timetable. For the avoidance of doubt, Tenant agrees that during the Phase II Negotiation Period and thereafter until the earlier of Landlord and Tenant agreeing otherwise pursuant to this Section 4.6(c)(ii) or this Lease being terminated by Landlord pursuant to Section 4.6(c)(iii) below, Tenant will continue to use commercially reasonable efforts to develop, construct and complete, or cause to be developed, constructed and completed, Phase II, which efforts shall include pursuing a four percent (4%) tax credit structure with “gap public financing” and a nine percent (9%) tax credit structure at applicable times during each calendar year during such period.

(iii) If an agreement cannot be reached pursuant to Section 4.6(c)(ii) above within the Phase II Negotiation Period, then Landlord may thereafter terminate this Ground Lease with respect to Phase II only and those provisions of the MDA related (or to the extent related) solely to the development of Phase II, by giving written notice to Tenant prior to the parties reaching such agreement (but in no event after Tenant has closed on the Construction Financing for Phase II), in which event (A) Tenant will pay a fee to Landlord in connection therewith in the amount of \$1,500,000.00 (the “**Phase II Termination Fee**”), and Tenant's payment of such fee shall be subject to the provisions of Section 17.1(a) below; (B) Block 6, Phase II and the Senior Restricted Units shall be deemed to no longer be part of the Project in any respect and all references thereto and related provisions shall be deemed deleted from this Lease; (C) the Rent shall stay the same as set forth herein without any reduction as a result of the removal of Block 6, Phase II and the Senior Restricted Units from the Project; (D) Tenant shall assign to Landlord all Entitlements and Project Design Documents relating to Block 6, Phase II and/or the Senior Restricted Units; (E) Tenant shall assign to Landlord all agreements with or commitments from the City with respect to the Incremental Restricted Units (and/or shall pay to Landlord any amounts received from the City with respect to the Incremental Restricted Units), exclusive of (and Tenant shall retain) such agreements or commitments or amounts to the extent required for or relating to satisfaction of the minimum Restricted Units applicable to Phase I under Section 4.6(b)(iv) below; and (F) Tenant shall (I) pay to Landlord, within thirty (30) days after Landlord delivers to Tenant an invoice, all costs incurred by Landlord (or Landlord's designee) to perform the Tenant Required Existing Remedial Work on Phase II (but only to the extent such costs would not have been incurred in the absence of Hazardous Materials on Block 6 as contemplated in the Project VCP Documents), (II) upon Landlord's request, assign to Landlord (or Landlord's designee) all agreements, documents and instruments, including the Project VCP Documents, related to the Tenant Required Existing Remedial Work on Phase II and (III) reasonably cooperate with Landlord in connection with causing the Tenant Required Existing Remedial Work on Phase II to be completed, including amending the Project VCP Documents as reasonably requested by Landlord.

(iv) In the event of a partial termination of this Lease pursuant to Section 4.6(c)(iii) above, (A) Phase II shall be subjected to a restriction in a form reasonably acceptable to Landlord, Tenant and City pursuant to which if Block 6 is developed with vertical improvements (but with no obligation to so develop Block 6), such development must include a number of Restricted Units equal to the number of Restricted Units necessary for Phase I (based on its development as approved by City but which shall not require greater than 100 Restricted Units on Block 6) and Block 6 to maintain an

aggregate number of Restricted Units equaling fifteen percent (15%) of the Residential Units (as calculated pursuant to the Regulating Plan as interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances), and (B) Phase I shall be required to maintain the number of Restricted Units required by the Regulating Plan (as interpreted and enforced by the City and taking into account the restriction encumbering Block 6, as further evidenced by the Project-Specific Zoning Ordinances) within Phase I notwithstanding any other provision of this Lease.

(v) Additionally, if requested by Landlord, in connection with a termination pursuant to Section 4.6(c)(iii) above, Tenant shall, without further compensation, convey to Landlord a proportionate credit for the City required parkland dedication available (or such other rights as necessary so that Block 6 is entitled to a proportionate benefit) from the parkland located on Block 5 and other open space located in Phase I as approved by City as reasonably necessary to develop Block 6 as contemplated by this Lease and otherwise take reasonable actions requested by Landlord in connection with the development of Block 6.

(vi) Notwithstanding the foregoing provisions of Section 4.6(c)(iii), after the first anniversary of the last day of the Phase II Negotiation Period and prior to Landlord exercising its termination rights under Section 4.6(c)(iii), Tenant may give Landlord written notice of Tenant's impending plans to close all financing (including equity) necessary for, and to commence work on development of, Phase II with Senior Restricted Units, which notice shall include details of such financing and development plans and all tax credits or other incentives relating thereto and the proposed development entity therefor as provided in Section 14.1(a) below to demonstrate to Landlord that Tenant will be able to close such financing and commence such work on Phase II within one hundred twenty (120) days after such notice (such period, the "**Phase II Hold Period**"). If Tenant makes such demonstration to Landlord, then Tenant shall have the Phase II Hold Period to close Construction Financing for such development and Landlord shall not have the right to exercise the termination right set forth in Section 4.6(c)(iii) during the Phase II Hold Period. There shall be no Phase II Hold Period during the first year after the Phase II Negotiation Period; thereafter, there may only be one Phase II Hold Period in any two (2) year period.

(vii) If Tenant complies with this Section 4.6(c), then Tenant will not be deemed in default under this Lease and no Event of Default will be deemed to occur as a result of Phase II not being constructed, whether or not Landlord terminates this Lease as provided in this Section 4.6(c).

(d) From and after Commencement of Construction of Phase II by Tenant, Tenant will diligently pursue the Completion of Construction of Phase II to occur within two (2) years after such Commencement of Construction (such Completion of Construction of Phase II being a Milestone and the day that is 2 years after Commencement of Construction of Phase II being the Milestone Date). Tenant's failure to achieve the Milestone for Phase II by the Milestone Date set forth in the preceding sentence shall entitle Landlord to the Milestone Liquidated Damages and Milestone Termination Right (but only with respect to Phase II) in the same manner set forth in Section 4.6(a) and Section 4.6(b) above, as the case may be.

(e) For the purposes of this Section 4.6 and Section 4.5 above and notwithstanding any other provision of this Lease, “Complete Construction” shall not include interior and/or storefront improvements to be constructed by or for Subtenants of Commercial Space, nor interior improvements to Residential Units (such as carpeting, painting, cabinetry and appliances and other fixtures) so long as Tenant has commenced marketing such space for Subleases and has, except with respect to space constructed for office use, entered into leases for a portion of such space and Tenant has received any required approvals from all applicable Governmental Authorities as customarily received at such stage of completion for similar projects, and the related documentation and other requirements for evidencing Completion of Construction (e.g., lien waivers and certificates of occupancy) shall be appropriately modified as required to accommodate such items being excluded therefrom pursuant to this Section 4.6(e).

4.7 Collateral Assignment of Project Design Documents. Tenant hereby collaterally assigns to Landlord, as security for performance of Tenant’s obligations under this Lease to achieve Completion of Construction of the Project (but enforceable only if this Lease is terminated pursuant to the terms of this Lease), all of Tenant’s rights, titles and interests in and to all Project Design Documents, whether currently existing or that are hereafter created or developed, including, without limitation, reports, studies, plans and specifications and other documents and instruments, whether prepared by Tenant, Tenant’s architect or any other design professionals (including, without limitation, any engineer, interior designer, space planner, landscape designer or other Person with whom Tenant has contracted for provision of planning, design, engineering or other similar services relating to the Project and further including, without limitation, any civil, mechanical, electrical, plumbing and structural engineers and all other design, engineering or architectural work, test reports, surveys, shop drawings and related items) (the foregoing assignment is hereafter referred to as the “**Project Design Documents Assignment**”). Landlord acknowledges and agrees that such collateral assignment shall automatically terminate and be of no further force or effect upon Completion of Construction of the Project. Landlord further agrees that the Project Design Documents Assignment is subordinate and inferior (without the need of any further action or documentation) to any and all liens and security interests hereafter granted by Tenant in or to any of the documents described in this Section 4.7 in favor of each Leasehold Mortgagee. Landlord agrees, at Tenant’s sole cost and expense, to execute and deliver to each Leasehold Mortgagee such documents and agreements in commercially reasonable form acceptable to Landlord as may be reasonably required by such Leasehold Mortgagee to further evidence and confirm such subordination. Tenant agrees that promptly after written request by Landlord, Tenant will deliver to Landlord (a) true and correct copies of each of the Project Design Documents and (b) a consent to the Project Design Documents Assignment, in form and content reasonably satisfactory to Landlord, from each architect, design professional or other Person whose work is included in the Project Design Documents. Tenant represents, warrants and certifies to Landlord that (i) the Project Design Documents hereby assigned by Tenant have not previously been assigned and will not be assigned during the term of the Project Design Documents Assignment to any other Person other than a Leasehold Mortgagee; and (ii) it has full and complete power and authority to make the Project Design Documents Assignment.

4.8 Reporting and Meetings. Prior to Completion of Construction, Tenant shall provide to Landlord written progress reports regarding the status of the Project on a monthly basis. Such reports shall describe the status of the Project and include, but not be limited to,

actual versus estimated completion dates for each Phase and each Milestone and revisions to the Schedule. The Landlord Representative and Tenant Representative shall establish and attend regular meetings to discuss each party's obligations and responsibilities under this Lease and the development of the Project pursuant to this Lease as needed.

## ARTICLE V. MODIFICATIONS; WORK

5.1 Modifications. Tenant, at its sole cost and expense, at any time and from time to time without the consent of Landlord may make modifications, alterations, renovations, improvements and additions to the completed Improvements or any part thereof and substitutions and replacements therefor, or erect any new buildings, vertical improvements or structures (collectively, "**Modifications**"), and Tenant shall make any and all Modifications required to be made pursuant to all Legal Requirements; provided, however, that: (a) no completed Modification will have a materially adverse effect on the value or quality of construction of the Improvements; (b) each Modification will be done expeditiously and in a good and workmanlike manner; (c) no Modification will adversely affect the structural integrity of the Improvements; (d) Tenant will maintain or cause to be maintained builders' risk insurance at all times when a Modification is in progress if the total cost of the work for such Modification is in excess of \$500,000.00; (e) Tenant will pay all costs and expenses and discharge any liens arising with respect to any Modification; and (f) each Modification will comply with the requirements of this Lease, the Condominium Declaration and all other Legal Requirements. Notwithstanding the foregoing to the contrary, after the Completion of Construction of the Project, Tenant shall not, without obtaining Landlord's prior written approval in Landlord's Permitted Discretion, make any Modifications to the exterior of the Improvements which affect the appearance of the overall Project, including, without limitation, the elevations of the Improvements, but excluding retail storefronts and related signage.

5.2 Work. The Project, all Modifications and any and all other Improvements constructed on the Land at any time during the Term and any and all alterations, rebuilding, restoration, renovations, repairs, refurbishments, or other work with regard to the Project, Modifications or any other Improvements (collectively, "**Work**") will be performed in accordance with the following:

(a) All Work will be performed in a good and workmanlike manner utilizing good industry practice for the type of Work in question and shall be consistent with the Project Standard.

(b) All such Work will be done in compliance with all Legal Requirements.

(c) No such Work done will be commenced until all applicable approvals, licenses, permits, and authorizations required by this Lease and Legal Requirements have been issued for the commencement of such Work and Tenant has ensured that all of the Contractors are carrying insurance in accordance with this Lease, as applicable; provided, however, that Tenant satisfies the foregoing requirement with respect to Contractors other than the general contractor if Tenant requires the applicable general contractor to ensure that such other Contractors carry insurance in accordance with this Lease. For the avoidance of doubt, Tenant shall also be required to comply

with **Exhibit G** attached to the MDA with respect to the initial construction of the Project as set forth therein and the preceding sentence shall not limit such obligation or modify the terms set forth therein.

(d) Tenant and Landlord agree to work cooperatively on all rail safety related matters during performance of Work. Tenant shall develop and submit to Landlord a site safety plan which includes all appropriate rail safety measures to be employed by Tenant for Work on the Project. The site safety plan shall include direct lines of communications between Tenant and its contractors and Capital Metro and its contractors. No Work whatsoever shall be performed in the Excluded Property Foul Zone without the presence of Capital Metro personnel or its contractors to oversee such work (“**Capital Metro Employee in Charge**”). All workers performing any Work in the Excluded Property Foul Zone must be trained through the Capital Metro Railroad Roadway Worker Training Class before performing any such Work activities, at Tenant’s expense. All Work in the Excluded Property Foul Zone shall require a permit from Capital Metro and compliance with all Capital Metro safety requirements. Tenant shall be responsible for all costs and expenses of having a Capital Metro Employee in Charge on site pursuant to the foregoing provisions. Additionally, Tenant shall provide not less than three (3) Business Days’ written notice prior to performing any Work on the Property that could reasonably be foreseen to encroach on the Excluded Property Foul Zone and Capital Metro may require the presence of a Capital Metro Employee in Charge in connection therewith, which will be at Capital Metro’s expense unless the same is required by Legal Requirements (other than Legal Requirements imposed under Landlord’s On-Track Safety Program dated December 18, 2009, and any revisions thereto), in which event it will be at Tenant’s expense.

(e) Tenant shall require that all contracts for Work contain the following provisions: (i) the Tenant’s general Contractor shall obtain and maintain insurance as required by this Lease and shall be obligated to require any subcontractors to carry insurance as required under Sections 10.1(h)(ii) and 10.1(i) of this Lease and, at Landlord’s request, provide Landlord with evidence thereof; (ii) the Work is being completed for and on behalf of Tenant or the applicable Tenant Party, and not for or on behalf of Landlord; and (iii) the Contractor does not have, and will not assert or claim, any lien against the Fee Estate, and any lien with respect to the Work shall be subordinate and inferior to the right, title and interest of Landlord in and to the Leasehold Estate (including, without limitation, the reversion of ownership of the Improvements to Landlord upon expiration or earlier termination of this Lease).

(f) Landlord may hire outside consultants to review all documents and information furnished to Landlord with respect to the Work, and for any structural Work in excess of \$500,000.00 and not due to condemnation or casualty, and Tenant shall reimburse Landlord for the actual cost thereof within thirty (30) days after an invoice thereof is delivered to Tenant.

(g) Neither review nor approval by Landlord of any plans or specifications shall constitute a representation or warranty by Landlord that such documents either (i) are complete or suitable for their intended purpose, or (ii) comply with applicable Legal Requirements, it being expressly agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or any other Person for such completeness, suitability or compliance.



(h) Tenant shall furnish any documents and information requested by Landlord in Landlord's Permitted Discretion related to any Work that are in Tenant's possession or control, including, without limitation, "as-built" drawings (which may be in electronic format) after completion of any Work.

(i) Landlord may impose such conditions on any Work and Contractors as Landlord determines are appropriate in Landlord's Permitted Discretion with respect to any Work being conducted within the Excluded Property Foul Zone.

ARTICLE VI.  
AS-IS CONDITION OF PROPERTY

**IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING LEASED HEREUNDER "AS IS", "WHERE-IS" WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY LANDLORD. LANDLORD 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), COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY OR THE PROJECT, AND LANDLORD HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY. TENANT ACKNOWLEDGES AND AGREES THAT IT IS ENTERING INTO THIS LEASE WITHOUT RELYING UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY LANDLORD OR ANY REPRESENTATIVE OF LANDLORD OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF LANDLORD WITH RESPECT TO THE PROPERTY OR THE PROJECT, BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY. TENANT REPRESENTS THAT IT IS A KNOWLEDGEABLE DEVELOPER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN ENTERING INTO THIS LEASE, DEVELOPING THE PROJECT AND LEASING THE PROPERTY.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT FOR ITSELF AND, TO THE MAXIMUM EXTENT PERMITTED BY LEGAL REQUIREMENTS, ON BEHALF OF THE TENANT PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS, CAUSES OF ACTION, RIGHTS AND REMEDIES TENANT, THE TENANT PARTIES OR SUCH SUCCESSORS AND ASSIGNS MAY NOW OR HEREAFTER HAVE AGAINST LANDLORD AND THE OTHER INDEMNITEES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS (EXCEPT TO THE EXTENT**

CAUSED BY LANDLORD OR ITS CONTRACTORS, AGENTS OR EMPLOYEES) AT, ON, IN, NEAR, UNDER OR ABOUT THE PROPERTY OR THE EXCLUDED PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT OR FUTURE VIOLATIONS OF ANY LEGAL REQUIREMENTS, NOW OR HEREAFTER ENACTED, REGULATING OR GOVERNING THE USE, HANDLING, STORAGE, PRESENCE, RELEASE, MANAGEMENT OR DISPOSAL OF HAZARDOUS MATERIALS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS TENANT, THE OTHER TENANT PARTIES OR SUCH SUCCESSORS AND ASSIGNS MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM LANDLORD UNDER SECTION 113(F) OF OR OTHERWISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION, (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY OR THE EXCLUDED PROPERTY UNDER SECTION 107 OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. §9607), AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS, BUT EXCLUDING IN ALL EVENTS LANDLORD REQUIRED EXISTING REMEDIAL WORK.

TENANT ACKNOWLEDGES AND AGREES THAT IT IS ENTERING INTO THIS LEASE WITHOUT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY LANDLORD OR ANY REPRESENTATIVE OF LANDLORD OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF LANDLORD WITH RESPECT TO THE PROPERTY OR PLAZA SALTILLO BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY AND PLAZA SALTILLO. TENANT HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS BEEN AFFORDED EVERY OPPORTUNITY TO EXAMINE AND INSPECT, AND HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY AND PLAZA SALTILLO TO THE EXTENT DEEMED NECESSARY BY TENANT IN ORDER TO ENABLE TENANT TO EVALUATE THE PROPERTY AND PLAZA SALTILLO. TENANT REPRESENTS THAT IT IS A KNOWLEDGEABLE DEVELOPER OF REAL ESTATE SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF TENANT'S CONSULTANTS. TENANT WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND PLAZA SALTILLO AS TENANT DEEMS NECESSARY OR APPROPRIATE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE SQUARE FOOTAGE OF THE PROPERTY, IMPROVEMENTS AND INFRASTRUCTURE, IF ANY, DEVELOPMENT RIGHTS AND EXACTIONS, EXPENSES ASSOCIATED WITH THE PROPERTY AND PLAZA SALTILLO, TAXES, ASSESSMENTS, BONDS,

PERMISSIBLE USES, TITLE EXCEPTIONS, WATER OR WATER RIGHTS, TOPOGRAPHY, UTILITIES, SUBDIVISION AND ZONING OF THE PROPERTY, SOIL CONDITIONS AND THE ADEQUACY OF THE SOIL FOR ANY PARTICULAR FOUNDATION SYSTEM, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY AND PLAZA SALTILLO IS TO BE USED, DRAINAGE, BUILDING LAWS, RULES OR REGULATIONS, HAZARDOUS MATERIALS OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR PLAZA SALTILLO, AND WILL RELY UPON SAME AND WILL (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 AND SECTION 8.7 OF THIS LEASE) ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY TENANT'S INSPECTIONS AND INVESTIGATIONS. TENANT HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED (UNLESS EXPRESSLY PROVIDED IN THIS LEASE), THAT MAY HAVE BEEN MADE OR GIVEN, OR THAT MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY LANDLORD. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 AND SECTION 8.7 OF THIS LEASE, TENANT HEREBY ASSUMES ALL RISK AND LIABILITY, INCLUDING, WITHOUT LIMITATION, UNDER APPLICABLE ENVIRONMENTAL LAWS (AND AGREES THAT LANDLORD WILL NOT BE LIABLE, INCLUDING, WITHOUT LIMITATION, NOT STRICTLY LIABLE, FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY AND/OR THE PROJECT RELATED IMPROVEMENTS.

THE TERMS AND CONDITIONS OF THIS ARTICLE VI WILL EXPRESSLY SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE VI WERE A MATERIAL FACTOR IN LANDLORD'S DETERMINATION OF THE CONSIDERATION FOR ENTERING INTO THIS LEASE.

ARTICLE VII.  
OPERATION, REPAIR, AND MAINTENANCE

7.1 Permitted Uses. Tenant will have the right to use or permit the use of the Property only for the Permitted Use, and for no other uses. Notwithstanding the foregoing, (i) the initial grocery store use on the Property, if any, will be subject to Landlord's approval in Landlord's Permitted Discretion based upon such grocery store use being appropriate for the Surrounding Neighborhood, but a Public Market Use will not constitute a grocery store use for such purposes, and (ii) in no event shall Tenant use the Property for any of the Prohibited Uses unless consented to in writing by Landlord, in Landlord's sole and absolute discretion.

7.2 Operations.

(a) Tenant shall cause the operations at the Property to remain consistent with the Project Standards. Prior to Completion of Construction of the Project, neither Tenant nor any Related Party shall negotiate with any then-existing tenant for relocation of such tenant to another site within the Surrounding Neighborhood, nor shall Tenant or any Related Party overtly favor another project for a prospective subtenant that is viable for the Project.

(b) Tenant shall obey, perform and comply in all respects with any and all applicable Legal Requirements existing at any time during the Term in any way affecting the Property, or the use or condition thereof. Tenant shall not knowingly (with knowledge to be deemed upon the earlier of obtaining actual knowledge or earlier if knowledge could have been obtained using reasonable diligence) permit or suffer the Property to be used or improved in any manner which violates applicable Legal Requirements. Tenant shall at its own expense obtain any and all licenses and permits necessary for its use of the Property (including, without limitation, Entitlements for the Project). Landlord will join in the applications for any such licenses and permits or otherwise as necessary to comply with the Legal Requirements where the signature of Landlord as owner of the Land is required, provided Tenant pays all costs and expenses of Landlord associated therewith and Landlord incurs no liability or obligations with respect thereto. Without limiting the generality of the foregoing, (i) Tenant has requested that Landlord execute, deliver and record those instruments listed on Exhibit Q attached hereto in connection with the Project (the “**Pre-Commencement Project Instruments**”); (ii) the Pre-Commencement Project Instruments constitute Legal Requirements that Tenant shall obey, perform and comply in all respects with; and (iii) Tenant’s indemnity of Landlord and the other Indemnitees under Section 10.7 below includes any Claims as described in clauses (a) – (e) of Section 10.7 arising out of the Pre-Commencement Project Instruments.

(c) Tenant shall not occupy or use the Property in any manner that will constitute waste or nuisance, or permit any portion of the Property to be occupied or used for any purpose other than as expressly permitted herein, or which is unlawful or extra hazardous on account of fire, nor permit anything to be done that will in any way invalidate or increase the rate of insurance on the Property. Without limiting the generality of the foregoing, Tenant shall, prior to constructing new Improvements pursuant to the Project Design Documents, operate, repair and maintain all Improvements located on the Property as of the Commencement Date in good condition and repair.

(d) Without limiting the generality of the foregoing but except as set forth in the approved Project Design Documents, Tenant shall not, and shall not knowingly (with knowledge to be deemed upon the earlier of obtaining actual knowledge or earlier if knowledge could have been obtained using reasonable diligence) permit others to: (i) except to the extent required by Legal Requirements, erect any permanent walls, fences or barricades which would obstruct access to any improvements within paseos, parks, sidewalks, or other public spaces from any improvements now or hereafter located on sites owned or leased by Landlord in the vicinity of the Property or use of the public of any amenities in, on or about the Project (other than those amenities designed exclusively for the use of End Users); (ii) use or occupy the Property or any part thereof for any unlawful purpose or in such a manner as to: (A) violate any certificate of occupancy, certificate of compliance, certificate or policy of insurance, permit, license or franchise affecting the Property; or (B) constitute a public nuisance or waste; or (iii) impair Landlord’s title to the Property or any portion thereof or create a claim or claims of adverse

usage or adverse possession by the public, as such, or of implied dedication of the Property or any portion thereof.

### 7.3 Maintenance and Repair.

(a) Tenant, at its sole cost and expense, shall maintain, repair and replace, or cause to be maintained, repaired and replaced, the Property and the Required Maintenance Project Related Improvements in good condition, repair and working order consistent with the Project Standard, and make all necessary repairs thereto and replacements thereof, of every kind and nature whatsoever, whether interior or exterior, ordinary or extraordinary, structural or nonstructural or foreseen or unforeseen, in good order, condition and repair consistent with the Project Standard. Any maintenance, repair or replacement by Tenant shall constitute Work and be undertaken in accordance with the provisions and requirements of Section 5.2 above, other than the insurance requirements of Tenant under Sections 5.2(c) and 5.2(e).

(b) Landlord shall under no circumstances be required to build any improvements or install any equipment on the Property, make any repairs, replacements, alterations or renewals of any nature to the Property or the Project Related Improvements, nor may Tenant require Landlord to make any expenditure whatsoever in connection with this Lease or maintain the Property or the Project Related Improvements in any way. Landlord shall not be required to maintain, repair or rebuild all or any part of the Property or the Project Related Improvements, and Tenant waives any right which might arise by virtue of this Lease or pursuant to Legal Requirements to (i) require Landlord to maintain, repair or rebuild all or any part of the Property or the Project Related Improvements or (ii) make repairs to the Property or the Project Related Improvements at the expense of Landlord pursuant to the terms of any Legal Requirement, contract, agreement, covenant, condition or restriction.

7.4 Utilities and Services. Tenant shall, at its sole cost and expenses, contract and pay (prior to delinquency) all charges for, or cause the Tenant Parties to contract and pay (prior to delinquency) all charges for, all utilities and services furnished to, or used by, the Property and the Required Maintenance Project Related Improvements, including, as applicable, without limitation, gas, electricity, water, sewer, heat and air conditioning, telephone, communications services and garbage collection and all charges and deposits for any of the foregoing. Landlord will not be obligated to furnish any utilities or services to the Property or the Required Maintenance Project Related Improvements and will not be liable for the failure of any such utilities or services to be provided or for any loss of or injury to property, however occurring, through or in connection with or incidental to the failure to furnish any such utilities or services. Landlord shall, at Tenant's sole cost and expense, reasonably assist Tenant in obtaining easements for utilities and services necessary for Tenant to develop the Project. In furtherance of the foregoing, Landlord shall, at Tenant's sole cost and expense, execute easements in form and substance acceptable to Landlord in Landlord's Permitted Discretion which are required to be executed by the owner of the Property to aid in Tenant obtaining utilities for the Project.

7.5 Mechanic's Liens. Tenant shall use commercially reasonable efforts to not suffer or permit any mechanic's or other liens to be filed against the Property (or any portion thereof), nor against Tenant's Leasehold Estate, by reason of work, labor, services or materials supplied or claimed to have been supplied to or for the benefit of Tenant or any other Tenant Parties or

anyone holding any interest in the Property or any part thereof by, through or under Tenant or any other Tenant Parties. Upon completion of any such work, Tenant shall, if requested by Landlord, deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work, if in Tenant's possession or control as to subcontractors and materialmen. If any such lien is at any time filed, Tenant shall within thirty (30) days after the earlier of Tenant obtaining knowledge of such lien or the filing thereof (or such earlier time period as may be necessary to prevent the forfeiture of the Property or any portion thereof or the imposition of a civil or criminal fine with respect thereto), cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant fails to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord on demand together with interest at the Delinquency Interest Rate. All work performed, materials furnished, or obligations incurred by or at the request of any Tenant Party shall be deemed authorized and ordered by the applicable Tenant Party only and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Property or any part thereof, nor as giving any Tenant Party a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any liens against Landlord's Fee Estate. **Tenant shall defend, indemnify, reimburse and hold Landlord, the Indemnitees and the Property harmless from and against all Claims in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. This indemnity provision shall survive the expiration or earlier termination of this Lease.**

7.6 Affordable Housing. Tenant covenants to comply with the Affordable Housing Requirements and to specifically construct, lease and maintain a number of Residential Units that qualify as "Affordable Housing" pursuant to the terms of the Affordable Housing Requirements (such Affordable Housing units, the "**Restricted Units**") equal to at least twenty-five percent (25%) (as calculated pursuant to the Regulating Plan and interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances), subject to Section 7.6(f) below. Tenant agrees to comply with the Affordable Housing Requirements during the entire Term to the extent applicable to the Project. All Restricted Units must be actually rented or held for rent to income certified applicants as enforced and verified by the City under the Affordable Housing Requirements and must comply with the following:

(a) The Restricted Units shall consist of (i) a senior residential apartment community located on Block 6 for the purpose of leasing the Residential Units contained in such community to senior citizens (the "**Senior Restricted Units**") and (ii) Residential Units located in the Improvements located on Block 1 and Block 2, 3 & 4 for the purpose of leasing such Residential Units to income qualified renters (the "**General Restricted Units**"). The Senior Restricted Units shall be restricted to "housing for older persons" as defined by the Fair Housing Act, 42 USC § 3607(b)(2).

(b) The General Restricted Units must include efficiency Residential Units, one bedroom Residential Units, and two bedroom Residential Units in the mix required by the Regulating Plan as interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances.

(c) Tenant shall design and construct the Improvements in such a way as to disperse the General Restricted Units among the unrestricted Residential Units in the Improvements on Block 1 and Block 2, 3 & 4 and such Restricted Units shall be vertically and horizontally disbursed throughout the portion of the Improvements on Block 1 and Block 2, 3 & 4. The exteriors of all Restricted Units shall be indistinguishable from the exteriors of the unrestricted Residential Units. The interior design and materials of the Restricted Units shall be reasonably indistinguishable from the interior design and materials of the unrestricted Residential Units. Tenant shall provide residents of the Restricted Units with access to all common amenities, such as any swimming pool or fitness room, on the same terms and conditions available to residents of the unrestricted Residential Units. To the extent required by the Regulating Plan as interpreted and enforced by the City (as further evidenced by the Project-Specific Zoning Ordinances), the Restricted Units shall be designed according to the Uniform Federal Accessibility Standards and shall be designed according to the City of Austin Visitability architectural standard. The Project Design Documents shall reflect no material differences in the design or materials for the General Restricted Units.

(d) Unless prohibited by applicable Legal Requirements, no more than twenty-five percent (25%) of the residents renting General Restricted Units shall be (i) full-time students unless (A) married and filing a joint tax return, or (B) single parents with children who are their dependents (as defined in Section 152 of the Internal Revenue Code, without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual and such children are not dependents (as so defined) of another individual other than a parent of such children, or (ii) students (whether full-time or part-time) unless they are (A) recipients of assistance under Title IV of the Social Security Act, (B) enrolled in a job training program, or (C) previously under the care and placement responsibility of the state agency responsible for administering a plan under part B or part E of title IV of the Social Security Act (the exceptions set forth in this Section 7.6(d) are referred to as “**Qualified Students**”).

(e) Tenant shall keep records as required by the City’s Affordable Housing Requirements and any other applicable Legal Requirements. If required by applicable Legal Requirements, Tenant shall comply with the United States Department of Housing & Urban Development (HUD) Handbook 4350.3, “Occupancy Requirements of Subsidized Multifamily Housing Programs” in leasing the Restricted Units and shall calculate income eligibility on the Texas Department of Housing and Community Affairs Income Certification form. Tenant shall not destroy any paperwork, including the income certifications, for the Restricted Units without the prior written approval of Landlord in Landlord’s Permitted Discretion, provided that such files may be stored electronically in lieu of retaining hard copies. Tenant shall make such information available to Landlord semi-annually or less frequently as required under the Regulating Plan, as interpreted and enforced by the City (as further evidenced by the Project-Specific Zoning Ordinances).

(f) Tenant has agreed to self-fund the construction of Restricted Units equal to at least fifteen percent (15%) (as determined in accordance with the Regulating Plan as interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances). With respect to the additional Restricted Units needed to be constructed such that the total Restricted Units equal twenty-five percent (25%) as determined in accordance with the Regulating Plan as interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances (such additional Restricted Units, the “**Incremental Restricted Units**”), Tenant shall use its commercially reasonable efforts to obtain from the City funding in the maximum amount available from the City (the “**Incremental Funding Amount**”) to fund Tenant’s construction of the Incremental Restricted Units and, if the City does not award such funding to Tenant, then such other funding equaling the Incremental Funding Amount for the construction of the Incremental Restricted Units that may be available from other Governmental Authorities or otherwise (the “**Incremental Funding**”). Tenant shall keep Landlord fully informed regarding the application, negotiation and award of the Incremental Funding, and Tenant will not enter into any agreements with the City or any other Persons, to obtain the Incremental Funding without Landlord’s prior written consent, in Landlord’s Permitted Discretion. Landlord shall have twenty (20) Business Days from receipt of written request and all required information and documentation relating thereto in which to approve or disapprove such an agreement, provided that such request to Landlord is marked in bold lettering with the following language: “LANDLORD’S RESPONSE IS REQUIRED WITHIN TWENTY (20) BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A GROUND LEASE BETWEEN THE UNDERSIGNED AND LANDLORD” and the envelope containing the request must be marked “PRIORITY”. In the event that Landlord fails to respond within such time, Landlord’s approval shall be deemed given. Tenant shall provide Landlord with such information and documentation as may be reasonably required by Landlord in connection with such request for approval. For purposes of clarification, Landlord requesting additional and/or clarified information, in addition to approving or denying the request (in whole or in part), shall be deemed a response by Landlord for purposes of the foregoing, and in such event, Landlord’s subsequent response shall be required within twenty (20) Business Days from receipt of such additional information from Tenant. Further, in connection with any Incremental Funding, Tenant will invite Landlord to participate in all meetings and public hearings with the City and any other Persons (whether elected or appointed officials or staff) and will give reasonably sufficient advance notice of such meetings and hearings. Notwithstanding the foregoing, Tenant and Landlord acknowledge and agree that there is and will be no Incremental Funding and that the number of required Restricted Units will remain at fifteen percent (15%) of the Residential Units in the Project as determined in accordance with the Regulating Plan as interpreted and enforced by the City, as further evidenced by the Project-Specific Zoning Ordinances.

(g) Tenant shall engage Habitat for Humanity (or another comparable and reputable firm with experience and ability in managing communities with affordable housing requirements) to assist with compliance, education and training with respect to the Restricted Units.

(h) If Tenant breaches a covenant in this Section 7.6 and such breach is not cured within thirty (30) days following written notice from Landlord (provided, no additional notice shall be required for a breach by Tenant as set forth in Section 17.1 of this Lease) and until such time as such breach is cured, then, in addition to any other rights and remedies available to



Landlord under this Lease, at law or in equity, (i) Tenant shall pay to Landlord liquidated damages in the amount of \$1,000.00 per month for each unrestricted Residential Unit that would need to be restricted in order to maintain the minimum number of Restricted Units set forth in this Section 7.6 and (ii) Landlord shall have the right to specifically enforce the covenants set forth in this Section 7.6. Tenant acknowledges that the City and other Governmental Authorities may also have rights and remedies against Tenant for any violations of the Affordable Housing Requirements under Legal Requirements. The foregoing damages are liquidated damages for Tenant's default in maintaining the required Restricted Units in the Project, which amount is agreed upon by and between Landlord and Tenant as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The Affordable Housing Requirements, including, without limitation, all covenants under this Section 7.6, shall be binding on Tenant, Tenant Parties and their respective successors and assigns, including, without limitation, owners of Master Units and those affecting Transfers by enforcement of their rights under Leasehold Mortgages or by acceptance of voluntary conveyance in lieu of foreclosure.

#### ARTICLE VIII. HAZARDOUS MATERIALS

8.1 Required Existing Remedial Work. As of the Effective Date, Landlord has completed the Landlord Required Existing Remedial Work, other than obtaining a TCEQ VCP closure certificate; Landlord shall, at Landlord's sole cost and expense, after the Commencement Date obtain a TCEQ VCP closure certificate for the Landlord Required Existing Remedial Work. As part of Phase I, Tenant shall, at Tenant's sole cost and expense, complete the Tenant Required Existing Remedial Work located on Phase I, including, without limitation, obtaining a TCEQ VCP closure certificate for Phase I. As part of Phase II, Tenant shall, at Tenant's sole cost and expense, complete the Tenant Required Existing Remedial Work located on Phase II, including, without limitation, obtaining a TCEQ VCP closure certificate for Phase II. Landlord and Tenant recognize and agree that (a) the LAB Remedial Work will need to be completed as part of the construction of the LAB Improvements; (b) as of the Effective Date, City has agreed to undertake the LAB Remedial Work; (c) City's failure to perform the LAB Remedial Work may result in the LAB Improvements not being constructed, in which event Tenant will have no obligation with respect to the construction or cost of constructing the LAB Improvements; (d) Landlord will not undertake the LAB Remedial Work and has no liability or obligations with respect to the LAB Remedial Work; and (e) Landlord and Tenant agree to reasonably cooperate with each other and City in connection with the City's performance of the LAB Remedial Work. Landlord and Tenant agree to cooperate, between themselves and with City, in entering into the Amended VCP Agreement on terms consistent with the Landlord Required Existing Remedial Work, the Tenant Required Existing Remedial Work and the LAB Remedial Work. Further, Tenant agrees to provide to Landlord all reports, studies and correspondences relating to the Tenant Required Existing Remedial Work promptly following generation or receipt of same, and agrees to otherwise keep Landlord reasonably informed regarding the Tenant Required Existing Remedial Work and Tenant's progress towards the completion of same.

8.2 Prohibition. Neither Tenant nor any Tenant Parties may cause or permit the use, treatment, generation, storage, disposal, spill, leakage, release, or production on, under or about or transportation to the Property of any Hazardous Materials, except in minor quantities required

for Tenant's or the Tenant Parties' uses of the Property and operation thereon but in such event only to the extent that the Hazardous Materials are acquired, kept, stored, maintained, transported and disposed of in strict accordance with this Lease and all Legal Requirements.

8.3 Remedial Work. If Remedial Work is required (except to the extent the need for which was caused by Landlord or its contractors, agents or employees or by any release from the Excluded Property caused by Landlord or its contractors, agents or employees), Tenant shall, at Tenant's sole cost and expense, within such period of time as may be required under any applicable Legal Requirements or other shorter commercially reasonable time frame, commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work costing more than \$500,000.00 shall be performed by one or more contractors, approved in advance in writing by Landlord, and, if required by Landlord, under the supervision of a consulting engineer approved in advance in writing by Landlord. All Environmental Costs related to such Remedial Work (except to the extent the need for which was caused by Landlord or its contractors, agents or employees or by any release from the Excluded Property caused by Landlord or its contractors, agents or employees) shall be paid by Tenant, including, without limitation, if the need for the Remedial Work was caused by Tenant, its contractors, agents or employees, Environmental Costs incurred by Landlord in connection with oversight, monitoring or review of such Remedial Work. If Tenant fails to promptly commence, or cause to be commenced, or fails to diligently prosecute to completion, such Remedial Work, Landlord may, but will not be required to, cause such Remedial Work to be performed and all Environmental Costs incurred or expended by or on behalf of Landlord, including expenses and interest, shall be paid by Tenant to Landlord on demand together with interest at the Delinquency Interest Rate.

8.4 Other Rights. Nothing contained in this Lease will prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Landlord or Tenant may have against the other party under any Legal Requirements, all such rights being hereby expressly reserved.

8.5 Notice of Actions. Tenant shall give Landlord immediate written notice of the receipt of any notice or discovery of any information regarding any actual, alleged or potential Environmental Claim relating to the Property, and shall deliver to Landlord copies of any and all orders, notices, permits, reports, and other communications, documents and instruments which Tenant receives pertaining to such Environmental Claim.

8.6 Assumption of Liability. Except as set forth in the first sentence of Section 8.1 above, but without otherwise limiting the generality of the foregoing or any other provision of this Lease, as between Tenant and Landlord only, Tenant shall be solely and completely responsible for responding to, defending against and complying with any administrative order, request or demand relating to potential or actual contamination on the Property or release of any Hazardous Material from the Property into any adjoining property or the air, soil, surface water or ground water, or third party claims for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names Landlord, Tenant or both, or refers to the Property in any way, but the foregoing shall not constitute a waiver of any claims that Tenant may have against Landlord or another owner of the Excluded Property or an assumption of any

obligations in connection with any such release of Hazardous Materials or other need for Remedial Work caused by Landlord or its contractors, agents or employees, or any other owner of the Excluded Property or any release of Hazardous Materials from the Excluded Property to the extent caused by Landlord or its contractors, agents or employees. The responsibility conferred under this Section 8.6 includes, but is not limited to, responding to such orders, requests, demands and claims on behalf of Landlord and defending against any assertion of Landlord's financial responsibility or individual duty to perform thereunder.

**8.7 Indemnification. Tenant shall indemnify, save harmless and defend Landlord and the Indemnitees from and against any and all Claims (including, without limitation, third party claims for personal injury or real or personal property damage and diminution in value of the Property and sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) of any kind or of any nature whatsoever incurred by, sought from or asserted directly or indirectly against Landlord or the Indemnitees during or after the Term as a result of (a) the presence of any Hazardous Material on, in or under the Property or any release of any Hazardous Material into the air, soil, surface water or ground water, which Hazardous Material was brought, kept or used in or about the Property at any time during the Term, regardless of whether brought, kept or used by Tenant or any Tenant Parties, or (b) as a result of any breach by Tenant of its obligations under this Article VIII. The foregoing indemnity shall include, without limitation, (i) the costs of removal of any and all Hazardous Materials from the Property; (ii) all additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Property, into the air, any body of water, any other public domain or any surrounding areas; and (iii) any costs incurred to comply with all Legal Requirements. Tenant shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against Landlord in any action described under this Section 8.7 or under Section 8.6 above, but the foregoing shall not constitute a waiver of any claims that Tenant may have against Landlord or another owner of the Excluded Property or any indemnification or assumption by Tenant in connection with any release of Hazardous Materials or other need for Remedial Work caused by Landlord, its contractors, agents or employees, or any other owner of the Excluded Property or any release of Hazardous Materials from the Excluded Property or Landlord's compliance with its obligations pursuant to Section 8.1 above.**

**8.8 Environmental Audits. Upon request, Tenant shall make available to Landlord copies of any Environmental Report in Tenant's possession or control in order for Landlord to (but with no obligation on Landlord to) confirm whether Tenant is complying with this Article VIII. At Landlord's request in the event that Landlord makes a determination in Landlord's Permitted Discretion that there is a reasonable likelihood that there are Hazardous Materials located on the Property in violation of this Article VIII, Tenant shall retain an independent engineer or other qualified consultant or expert to conduct an environmental audit of the Property and immediate surrounding areas and a copy of all of the work product shall be made available to Landlord for such purposes. Landlord will reimburse Tenant in the form of a credit to Tenant against future payments of Base Rent due hereunder if the report does not indicate a violation of this Article VIII; otherwise, the expense will be paid by Tenant. Upon the expiration or earlier**

termination of this Lease, Tenant shall surrender the Property to Landlord free from any Hazardous Materials in violation of this Lease and/or Legal Requirements.

ARTICLE IX.  
TAXES

9.1 Taxes.

(a) At all applicable times during the Term when Taxes are assessed, Tenant shall pay, not later than ten (10) days prior to delinquency, all Taxes directly to the appropriate Person.

(b) If the Property or any portion thereof is included in a tax parcel with other properties, Tenant shall be responsible for that portion of Taxes allocated to the Property. The parties agree to seek the assessment by the applicable Governmental Authorities of the Property separately from any larger parcel. In the event the Property is not separately assessed, Landlord shall furnish to Tenant copies of tax bills together with statements of the amount due from Tenant. Tenant shall pay these amounts to Landlord by the later of ten (10) days prior to delinquency or thirty (30) days after receipt of Landlord's statement and accompanying tax bills.

(c) Tenant shall prepare and file all reports and returns required by Legal Requirements with respect to any Tax and shall furnish copies thereof to Landlord upon written request. Tenant shall promptly forward to Landlord, upon written request, copies of any bill or assessment respecting any Tax. Tenant shall also furnish and deliver to Landlord receipts evidencing the payment of any Tax as required by this Lease. Tenant acknowledges that Landlord is, and may continue to be throughout the Term, exempt from Taxes and therefore any Tax for the Lease Year in which this Lease commences or terminates shall not be prorated and Tenant shall be solely responsible for the same. If Tenant fails to pay any Tax when due, Landlord, without declaring an Event of Default hereunder, may, but shall not be obligated to, pay any such Tax and any amount so paid by Landlord, together with all costs and expenses incurred by Landlord in connection therewith, shall constitute Rent hereunder and shall be paid by Tenant to Landlord on demand with interest at the Delinquency Interest Rate. Tenant's obligation to pay Taxes which accrue during the Term shall survive the expiration or earlier termination of this Lease.

**(d) Tenant shall protect, indemnify, defend and hold harmless Landlord and the Indemnitees from and against all Claims for Tenant's failure to timely and fully pay any and all such Taxes, together with any interest, penalties or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.**

9.2 Tenant's Right to Contest Taxes. Tenant shall have the right to contest in good faith the amount or validity of any Tax by appropriate proceedings which operate to prevent or stay the collection of the Tax so contested, and Landlord, with no cost or liability to Landlord, agrees to reasonably cooperate with Tenant in contesting any Tax. Upon the termination of such proceeding, Tenant shall deliver to Landlord proof of the amount of the Tax as finally determined and thereupon Tenant shall pay such Tax. Tenant shall give Landlord written notice of any such contest, and if requested by Tenant, Landlord, at Tenant's sole expense and cost,

shall join in any such proceeding if any law, rule or regulation at the time in effect shall so require. **Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any proceedings and Tenant will indemnify, defend and hold Landlord and the Indemnitees harmless from any such costs and expenses.**

ARTICLE X.  
INSURANCE AND INDEMNITY

10.1 Insurance. Tenant shall, throughout the Term and at its sole cost and expense, provide and keep in force, with responsible insurance companies licensed to do business in Texas, the following insurance:

(a) Broad form building and personal property coverage casualty insurance on the Improvements, the Required Insurance Project Related Improvements and Personal Property insuring against loss by fire and all of the risks and perils usually covered by a so called "all risk" of physical loss endorsement to a policy of fire insurance, including but, not limited to, vandalism and malicious mischief, in an amount equal to not less than 100% of the full replacement value thereof without co-insurance. The policy will contain an agreed value endorsement and a laws and ordinances endorsement. Such insurance will name Landlord as an additional insured or as loss payee, as its interests may appear.

(b) Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 401) (if applicable) and minimum policy limits for employers liability of \$1,000,000.00 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000.00 bodily injury by disease each employee.

(c) Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles, which Tenant, or its agents or contractors on Tenant's behalf, will utilize with respect to the Property in a minimum amount of \$1,000,000.00, combined single limit.

(d) Commercial General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and/or property damage, products and completed operations with a minimum aggregate of \$2,000,000.00 and blanket contractual coverage, independent contractors' coverage and explosion, collapse and underground (X, C & U) coverage. Excess/umbrella liability policy "following form" of not less than Nineteen Million Dollars (\$19,000,000), including a "drop down" feature in case the limits of the primary policy are exhausted.

(e) Pollution Legal Liability Insurance coverage approved by Landlord and listing Landlord as an additional insured with a minimum limit approved by Landlord; provided, however, that Tenant shall not be required to obtain such Pollution Legal Liability Insurance coverage until after the Required Existing Remedial Work is completed.

(f) Business Interruption or Rental Loss Insurance assuring that the Rent and all other charges payable by Tenant hereunder will be paid for a period of not less than twelve (12) months if the Improvements are damaged or destroyed. Such insurance will name Landlord as an additional insured or as loss payee, as its interests may appear.

(g) Boiler and pressure apparatus insurance with limits not less than Ten Million Dollars (\$10,000,000.00) with respect to any one accident. If the Improvements do not include a boiler plant or other machinery that would be covered by such insurance, then no such insurance will be required. Such insurance will name Landlord as an additional insured or as loss payee, as its interests may appear.

(h) During the performance of any Work (including construction of the Project and any Modifications), Tenant shall require the Contractors to purchase and maintain the following:

(i) Builder's Risk Insurance concerning such Work to be written on a completed value form and in an amount equal to the construction contract amount plus reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property will include portions of the work located away from the site but intended for use at the site, and will also cover portions of the work in transit. The policy will include as insured property scaffolding, false work, and temporary buildings located at the site. The policy will cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. Coverage will be no less broad than that provided by the special causes of loss form CP 10 30 10 91 as promulgated by Insurance Services Office, except that collapse will be covered as a cause of loss. Such builder's risk insurance will name Landlord and such parties as Landlord may reasonably designate as additional insureds and loss payee (as applicable), and such endorsement will be without exceptions for the acts or omissions of any additional insured (including negligence); and

(ii) Commercial General Liability insurance complying with all provisions of Section 10.1(d) above; provided, however, that the amounts required for Contractors will be reduced to \$1,000,000 per occurrence and \$2,000,000 in excess/umbrella liability policy. Furthermore, if such insurance is subject to a general aggregate, then \$2,000,000.00 will be dedicated to the project at the Property by a specific job limit endorsement. The products-completed operations coverage will be maintained in effect for the benefit of the insured and additional insureds for a period of two years following completion of the work and will be at least two times its each occurrence limit.

(i) For Work that involves asbestos or any other Hazardous Materials or pollution, the following will be in addition to the other insurance required hereunder:

(i) Asbestos abatement endorsement or pollution coverage to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000.00 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide "occurrence" coverage without a sunset clause.

(ii) Pollution coverage in accordance with Title 49 CFR 171.8 requiring an MCS 90 endorsement with a limit in the amount required by the Federal Motor Carrier Safety Administration when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide

either an MCS 90 endorsement with minimum limits of \$1,000,000.00 or an endorsement to their Commercial General Liability Insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other Hazardous Materials. The endorsement must, at a minimum, provide a \$1,000,000.00 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

10.2 Additional Insurance. Landlord may require Tenant to increase the amount of insurance or obtain and maintain additional insurance from time to time, but not more than one (1) time every five (5) Lease Years, based upon Landlord's determination in Landlord's Permitted Discretion as to the amounts and insurance coverage generally required at such time consistent with the Project Standard; provided, however, in no event shall Landlord require Tenant to increase the amount of insurance or obtain and maintain additional insurance in excess of what is required of Tenant by a Registered Leasehold Mortgagee.

### 10.3 Policy Requirements.

(a) Tenant will not cause or permit any insurance required hereunder to be canceled or lapse during the Term. 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 Landlord in Landlord's Permitted Discretion. Additionally, all policies will contain a provision in favor of Landlord waiving subrogation or other rights of recovery against Landlord, to the extent available under Legal Requirements, and will be endorsed to provide Landlord with a thirty (30) day notice of cancellation except for non-payment for which only ten (10) days' notice will be required. Landlord and its Fee Mortgagees (and its Affiliates and property managers as to liability insurance only) will be an additional insured or loss payee as their interests may appear on the policies required by this Lease, as applicable, to the extent the applicable policy will allow such status. All policies will provide primary coverage as applicable, with any insurance maintained by Landlord being excess and non-contributing. Tenant will submit a certificate of insurance to Landlord providing evidence of insurance coverage required by this Lease. Tenant 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 and providing copies thereof to Landlord.

(b) 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 Landlord may notify Tenant in writing.

(c) Tenant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Tenant. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. No policy will have a

deductible in excess of a commercially reasonable deductible amount. Self-insurance is only allowed with the written approval of Landlord in Landlord's Permitted Discretion.

(d) Tenant shall provide, or cause to be provided, to Landlord certificates of insurance evidencing all insurance required to be carried hereunder, (i) prior to the Commencement Date and (ii) at least ten (10) days prior to the expiration or renewal of any such insurance policy. All such certificates of insurance will be on an ACORD Form 27 (or any equivalent successor form); provided, however, with the prior review and approval of Landlord, an ACORD Form 25-S (or any equivalent successor form) may be used for commercial general liability insurance if (1) Landlord has been provided with a certified copy of all insurance policies, including all required endorsements and (2) there is attached to the Certificate of Insurance a valid and binding Revised Cancellation Endorsement specifying the requirement of the carriers to give thirty (30) days' advanced notice of cancellation or material change in the policies and the words "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives" will be deleted from the cancellation provision of the certificate; provided, however, that the foregoing shall not require Tenant to provide the same to the extent prohibited by Legal Requirements. Landlord is authorized to contact the issuing insurance agency and the insurance carriers to confirm the existence of the coverages. Furthermore, if requested in writing by Landlord, Tenant will provide to Landlord a copy of any or all insurance policies or endorsements required by this Lease.

10.4 Failure to Carry Insurance. If Tenant does not keep or cause to be kept insurance required in this Lease in full force and effect, and such failure continues for ten (10) days after written notice from Landlord, Landlord may, at its option (but with no obligation to do so), take out and/or pay the premiums on the insurance needed to fulfill the obligations under the provisions of this Article X. Upon demand from Landlord, Tenant shall reimburse Landlord the full amount of any amounts (including insurance premiums) paid by Landlord pursuant to this Section 10.4, with interest at the Delinquency Interest Rate.

10.5 Waiver of Subrogation. **To the full extent permitted by Legal Requirements, Landlord and Tenant each waive all rights of recovery against the other (and any officers, directors, partners, employees, agents and representatives of the other), and agree to release the other from liability, for loss or damage to the extent such loss or damage is covered by valid and collectible property insurance in effect covering the party seeking recovery at the time of such loss or damage (or would have been covered by the insurance required to be maintained under this Lease by the party seeking recovery if such party had obtained such insurance), WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF EITHER PARTY OR THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.** If the release of either party, as set forth above, should contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be secondary to the liability of the other's insurer. **FOR THE PURPOSE OF THE FOREGOING WAIVER, THE AMOUNT OF ANY DEDUCTIBLE OR SELF-INSURED RETENTION APPLICABLE TO ANY LOSS OR DAMAGE SHALL BE DEEMED COVERED BY, AND RECOVERABLE BY THE INSURED UNDER THE INSURANCE POLICY OR SELF-INSURANCE PROGRAM TO WHICH SUCH**



**DEDUCTIBLE RELATES. IT IS THE EXPRESS INTENT OF LANDLORD AND TENANT THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION 10.5 APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES).**

10.6 No Limitation of Tenant Liability. The insurance coverages required under this Lease are required minimums and are not intended to limit the responsibility of Tenant. If Tenant fails to maintain or cause to be maintained any insurance required hereunder, Tenant will be liable for all Claims suffered or incurred by any Indemnitees which would have been covered by such insurance.

10.7 Indemnity. Except as set forth in Sections 5.2(d), 8.1, 8.7, 8.8, 10.8 and 11.3 of this Lease and in Sections 2.1(e), 3.3, 3.4, 5.1(e), 7.2 and 8.4 of the MDA, Tenant assumes liability for, and shall indemnify, protect, save and keep harmless Landlord, Landlord's Affiliates and their respective officers, directors, shareholders, members, managers, partners, contractors, employees and agents (each an "Indemnitee"), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including, without limitation, reasonable legal expenses (collectively, "Claims"), of whatsoever kind and nature, imposed on, incurred by or asserted against any Indemnitee, in any way arising out of (a) Tenant's performance of its obligations under this Lease, (b) any injury to or the death of any person or damage to any property occurring on the Property, (c) Tenant's acts or omissions, (d) the development, construction, use, management, ownership, possession, delivery, lease, sublease, operation or condition of the Property, the Required Indemnity Project Related Improvements or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Tenant or any other Person) and (e) the violation by Tenant of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or Legal Requirement affecting the Property, the Required Indemnity Project Related Improvements or any part thereof or the ownership, occupancy or use thereof, **EVEN IF CAUSED BY THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF AN INDEMNITEE OR IF AN INDEMNITEE WOULD OTHERWISE BE STRICTLY LIABLE UNDER LEGAL REQUIREMENTS. TENANT ACKNOWLEDGES AND AGREES THAT PURSUANT TO THE PROVISIONS OF THIS SECTION 10.7, TENANT AGREES TO INDEMNIFY THE INDEMNITEES EVEN IF THE INDEMNITEES ARE NEGLIGENT, BUT NOT TO THE EXTENT THE CLAIMS ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE APPLICABLE INDEMNITEE.** The provisions of this Section 10.7 will survive the expiration or earlier termination of this Lease. For the avoidance of doubt, with respect to any Default by Tenant, the intention of the parties is that, as between Landlord and Tenant, Landlord's remedies against Tenant as a result of such Event of Default shall be the remedies set forth in Section 17.2 below and not a claim for indemnity under this Section 10.7 (except to the extent that there are third-party Claims arising out of such Default by Tenant, in which case Landlord is entitled to a claim for indemnity under this Section 10.7).

10.8 Indemnity Procedures. With respect to all the indemnity obligations in this Lease for which Tenant is obligated to indemnify an Indemnitee under this Lease, if an Indemnitee notifies Tenant of any claim, demand, action, administrative or legal proceeding, investigation or allegation (collectively, “**Indemnity Proceedings**”), Tenant shall assume on behalf of the Indemnitee and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel reasonably satisfactory to the Indemnitee; provided, that the Indemnitee shall have the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any Indemnity Proceeding involves both Tenant and the Indemnitee and the Indemnitee shall have been advised in writing by reputable counsel that there may be legal defenses available to it which are inconsistent with those available to Tenant, then the Indemnitee shall have the right to select separate counsel to participate in the investigation and defense of and response to such Indemnity Proceeding on its own behalf, and Tenant shall pay or reimburse the Indemnitee for all reasonable attorneys’ fees incurred by the Indemnitee because of the selection of such separate counsel. If any Indemnity Proceeding arises, and Tenant fails to assume promptly (and in any event within twenty (20) days after being notified of the Indemnity Proceeding) the defense of the Indemnitee, then the Indemnitee may contest (or settle, with the prior consent of Tenant, which consent will not be unreasonably withheld, conditioned or delayed) the Indemnity Proceeding at Tenant’s expense using counsel selected by the Indemnitee; provided, that after any such failure by Tenant which continues for ninety (90) days or more no such contest need be made or continued by the Indemnitee and settlement or full payment of any Indemnity Proceeding may be made by the Indemnitee without Tenant’s consent and without releasing Tenant from any obligations to the Indemnitee under this Lease if, in the advice of counsel to the Indemnitee, the settlement or payment is advisable. If the applicable Claim is covered by insurance maintained by Tenant pursuant to this Lease, then (i) Landlord agrees to reasonably cooperate with the requirements of the applicable insurance company whose insurance relates to the Claim, and (ii) if Landlord retains its own counsel pursuant to the above, then Tenant’s obligation to reimburse Landlord for reasonable legal fees and costs incurred by Landlord because of the selection of such separate counsel shall only be to the extent covered by such insurance. The provisions of this Section 10.8 will survive the expiration or earlier termination of this Lease.

ARTICLE XI.  
REPRESENTATIVES; DISPUTE RESOLUTION

11.1 Landlord Representative. Landlord shall designate in writing to Tenant the name of the individual (the “**Landlord Representative**”) who will have full authority to execute any and all instruments requiring Landlord’s signature and to act on behalf of Landlord with respect to all matters arising out of this Lease. As of the Commencement Date, the Landlord Representative is the President/CEO or the designee of the President/CEO. Landlord shall have the right, from time to time, to change the Person who is the Landlord Representative by giving Tenant written notice thereof. The Landlord Representative shall represent the interests of Landlord, be responsible for overseeing all aspects of the Project, and work closely with the Tenant Representative, on behalf of Landlord. Actions by the Landlord Representative on behalf of Landlord shall be done in his or her business judgment unless express standards or parameters therefor are included in this Lease, in which case, actions taken by the Landlord Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Landlord Representative shall be binding on

Landlord; provided, however, that the Landlord Representative shall not have any right to modify, amend or terminate this Lease. Notwithstanding the foregoing, (a) Tenant understands that certain matters may require consent of Landlord's board of directors; (b) the Landlord Representative shall inform Tenant when such consent is required; and (c) Landlord shall promptly convene its board of directors in the manner required by its governing documents so that Landlord's board of directors can give or withhold such consent within the periods set forth in this Lease, to the extent practical.

11.2 Tenant Representative. Tenant shall designate in writing to Landlord the name of the individual (the "**Tenant Representative**") who will have full authority to execute any and all instruments requiring Tenant's signature and to act on behalf of Tenant with respect to all matters arising out of this Lease. As of the Commencement Date, the Tenant Representative is Jason Thumlert. Tenant shall have the right, from time to time, to change the Person who is the Tenant Representative by giving Landlord written notice thereof. The Tenant Representative shall represent the interests of Tenant, be responsible for overseeing all aspects of the Project, and work closely with the Landlord Representative, on behalf of Tenant. Actions by the Tenant Representative on behalf of Tenant shall be done in his or her business judgment unless express standards or parameters therefor are included in this Lease, in which case, actions taken by the Tenant Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Tenant Representative shall be binding on Tenant; provided, however, that the Tenant Representative shall not have any right to modify, amend or terminate this Lease. Notwithstanding the foregoing, (a) Landlord understands that certain matters may require consent of Tenant's governing body; (b) the Tenant Representative shall inform Landlord when such consent is required; and (c) Tenant shall promptly convene its governing body in the manner required by its governing documents so that Tenant's governing body can give or withhold such consent within the periods set forth in this Lease, to the extent practical.

11.3 Impasse. In settling any Impasse, Landlord and Tenant shall act in accordance with the following procedures:

(a) In the event of an Impasse, either party may make a written request for a meeting between representatives of the parties to be held within fourteen (14) days (but prior to Completion of Construction, such period shall be seven (7) days) after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the Impasse. If, within thirty (30) calendar days (but prior to Completion of Construction, such period shall be fifteen (15) days) after such meeting, the parties have not succeeded in negotiating a resolution of the Impasse, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by the parties, in which event the parties may proceed directly to mediation as described below.

(b) If the efforts to resolve the Impasse through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days (but prior to Completion of Construction, such period shall be fifteen (15) days) after the thirty (30) day (or fifteen (15) day, if applicable) negotiation period referenced in Section 11.3(a) or the waiver of the negotiation process (as the case may be), a mediator trained in mediation skills to assist with

resolution of the Impasse. If they choose this option, the parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a Person who is trained in the subject matter of the Impasse or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) (or fifteen (15), if applicable) calendar days after initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC) or such successor or comparable center selected by Landlord. The mediation shall be terminated by: (i) the execution of a settlement agreement, amendment to this Lease or similar document by the parties; (ii) a declaration of the mediator that mediation is terminated; (iii) at the expiration of five (5) days after one party delivers to the other party a written declaration to the effect that the mediation process is terminated; or (iv) thirty (30) calendar days after the date of the first mediation session. Tenant and Landlord shall share the costs of mediation equally.

(c) Notwithstanding any provisions in this Lease to the contrary, neither Landlord nor Tenant shall institute legal proceedings (other than in connection with an injunction or similar equitable remedy) or other dispute resolution proceeding or take any action to terminate this Lease or Tenant's right to possession of the Property due to a Default if such Default is subject to a bona fide, good faith dispute and the Default does not involve the payment (as opposed to the calculation) of Base Rent or other liquidated, non-contingent sums of Rent as and when due, prior to complying with Sections 11.3(a) and (b) above.

**11.4 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LEGAL REQUIREMENTS, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, THE USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM OF INJURY OR DAMAGE, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, ORDINANCE OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PROPERTY FOLLOWING LANDLORD'S TERMINATION OF THIS LEASE OR THE RIGHT OF TENANT TO POSSESSION OF THE PROPERTY AND ON ANY CLAIM FOR DELINQUENT RENT WHICH LANDLORD MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION.**

## ARTICLE XII. SURRENDER; HOLDOVER

12.1 Surrender. No act by Landlord will be an acceptance of a surrender of the Property, and no agreement to accept a surrender of the Property will be valid unless it is in writing and signed by Landlord. At the end of the Term or the termination of Tenant's right to possess the Property, Tenant shall: (a) deliver to Landlord the Property with all Improvements located thereon in good repair and condition, reasonable wear and tear excepted (subject however to Tenant's maintenance obligations), and (b) deliver to Landlord all keys to the

Property. Tenant, at its sole cost and expense, shall promptly remove all Personal Property owned by Tenant from the Property. Additionally, Tenant, without notice from Landlord, shall remove all Hazardous Materials if required under Legal Requirements and all additions, alterations, improvements, machinery and movable and nonmovable fixtures relating to the use, testing or storage of Hazardous Materials in compliance with all Legal Requirements prior to the expiration of the Term. All items required to be removed hereunder and not so removed will, at the option of Landlord, be deemed abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items, and Tenant shall pay for the expenses and costs incurred by Landlord in connection therewith. All Work required of Tenant under this Section 12.1 will be done in a good and workmanlike manner, in accordance with this Lease and all Legal Requirements, and so as not to damage the Property. Tenant shall, at its expense, repair all damage caused by any Work performed by or on behalf of Tenant or any Tenant Parties under this Section 12.1. On or before the expiration or earlier termination of this Lease, Tenant shall cause any Leasehold Mortgages to be fully released and discharged.

12.2 Holding Over. If Tenant fails to vacate the Property and deliver the same to Landlord at expiration or earlier termination of the Term in accordance with this Lease, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay, in addition to the other Rent, holdover rent (on a per diem basis) for the Property equal to the greater of (1) 150% of the Base Rent payable during the last month of the Term, or (2) an amount equal to the fair market rental value of the Property, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 12.2 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or a consent by Landlord to any holding over by Tenant; and Landlord expressly reserves the right to require Tenant to surrender possession of the Property upon the expiration of the Term or upon the earlier termination hereof and to assert any remedy in law or equity to evict Tenant and/or collect damages in connection with such holding over. If Tenant fails to surrender the Property upon the termination or expiration of this Lease in accordance with this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold the Indemnitees harmless from all Claims resulting from such failure, including any claims made by any succeeding lessees founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom, provided that Landlord has given Tenant at least thirty (30) days advance written notice of any potential Claims and Tenant fails to surrender the Property within such thirty (30) day period.

### ARTICLE XIII. CASUALTY AND CONDEMNATION

#### 13.1 Damage or Destruction.

(a) Tenant shall give Landlord immediate (from the time that Tenant becomes, or should have with reasonable diligence become, aware of same) written notice if any portion of the Property or Required Restoration Project Related Improvements is damaged or destroyed by fire, casualty, or other cause ("Casualty"). Tenant shall appear in any proceeding or action to defend, negotiate, prosecute, or adjust any claim for any insurance payment on account of any

Casualty and shall take all appropriate action in connection with any such Casualty. No settlement of any such proceeding or action made by Tenant without Landlord's prior written consent will be binding on Landlord's interest as named insured or loss payee (as the case may be) under the applicable policy. In the event of a Casualty, whether partial or total, and whether or not such Casualty is covered by insurance, Tenant shall repair, restore, and rebuild the Property and/or the Required Restoration Project Related Improvements, as the case may be, to substantially the same or better condition as existed immediately prior to such Casualty, all in accordance with Legal Requirements. Tenant shall be solely responsible for and shall pay the balance, if any, of the costs to so restore the Property and the Required Restoration Project Related Improvements. As between Tenant and Tenant's Leasehold Mortgagee, all insurance proceeds payable to Tenant pursuant to this Article XIII shall be disbursed by Tenant in accordance with and pursuant to the terms of any applicable Leasehold Mortgage. However, if a Casualty occurs prior to the Completion of Construction of a Phase and there is still outstanding Construction Financing with respect to such Phase, then with respect to such Casualty, all insurance proceeds associated with insurance obtained and maintained by Tenant with respect to any improvements which are located on the Property at such time and in such Phase shall belong solely to Tenant and the Leasehold Mortgagee providing such Construction Financing and under the sole control of Tenant and such Leasehold Mortgagee(s), except that an amount satisfactory to Tenant and Landlord of such proceeds shall be set aside and subject to this Lease in a manner sufficient to raze the Improvements on the Property (including, without limitation, any building foundations) and clear the Property of all debris, level and clear all areas, landscape the Property in a manner reasonably required by Landlord (to include at a minimum sod or such other basic ground cover as Landlord may require) and leave all such areas in a neat and safe condition if rebuilding does not occur and to be used for rebuilding if rebuilding does occur. For the avoidance of doubt, the immediately preceding sentence shall no longer be applicable to a Phase after Completion of Construction of that Phase or after Construction Financing of the initial construction of that Phase has been paid off.

(b) Notwithstanding the foregoing, if a Casualty occurs during the last five (5) Lease Years of the Term, Tenant shall have the following options:

(i) Tenant may elect not to repair and restore the Property and Required Restoration Project Related Improvements, but instead terminate this Lease by giving written notice of termination to Landlord within ninety (90) days after the date of the Casualty. If Tenant elects to so terminate this Lease, Tenant shall, at Tenant's expense, raze the Improvements and/or Required Restoration Project Related Improvements, as the case may be, and level, clear, clean, and otherwise put the Land in good order and in a safe condition, in which event Landlord shall first deduct therefrom all expenses actually incurred by Landlord in settling or adjusting the claim, including attorneys' fees, and then make the remaining insurance proceeds available to reimburse Tenant for the cost of such work, with the balance of the remaining insurance proceeds being distributed to the Leasehold Mortgagees for application on the Leasehold Mortgages, and then the balance of the proceeds are to be distributed to Landlord.

(ii) If Tenant does not elect to terminate this Lease as provided herein and repairs and restores the Property and the Required Restoration Project Related Improvements, the Term shall be extended for a period equal to the time reasonably

required for Tenant to so repair and restore the Property and the Required Restoration Project Related Improvements.

Notwithstanding the foregoing, Tenant may not terminate this Lease pursuant to this Section 13.1(b) without first obtaining the consent of any Leasehold Mortgagee.

(c) If Tenant is required or elects to repair or restore the Property and the Required Restoration Project Related Improvements after a Casualty, the insurance proceeds, after deduction therefrom of all expenses actually incurred in settling or adjusting the claim, including attorneys' fees, will be made available to Tenant for the repair and restoration of the Property and/or Required Restoration Project Related Improvements on and subject to the following terms and conditions:

(i) Landlord shall not be deemed to waive any claims to proceeds arising out of an Event of Default.

(ii) Tenant furnishes to Landlord an estimate of the cost to fully restore the Property and the Required Restoration Project Related Improvements, and the insurance proceeds available to Tenant hereunder, plus any additional amount supplied by Tenant from other sources (which additional amount will be escrowed with the funds described in Section 13.1(d)(i) below and used prior to the insurance proceeds) are sufficient to pay all of the costs of such restoration.

(iii) Prior to commencement of construction of the restoration work, Tenant obtains all necessary Entitlements from all Governmental Authorities with respect to the restoration work.

(iv) Tenant has furnished Landlord a copy of the construction contracts for such restoration complying with the applicable provisions of this Lease.

(d) If the conditions set forth in Section 13.1(c) are satisfied, then (I) if the insurance proceeds are less than \$250,000.00, they shall be paid to Tenant to be used in accordance with this Article XIII and (II) if the insurance proceeds are \$250,000 or greater, then Landlord and Tenant shall execute an escrow agreement with a third party approved by Landlord and Tenant (the "**Escrow Agent**") (Landlord and Tenant hereby agreeing that a Leasehold Mortgagee may be the Escrow Agent), which shall contain the following provisions:

(i) Landlord and Tenant shall cause the insurance company to deposit with the Escrow Agent the available insurance proceeds and Tenant shall deposit with the Escrow Agent the amount of the estimated costs in excess of the available insurance proceeds (unless Tenant has made arrangements acceptable to Landlord for the financing and funding of such amount as provided above).

(ii) The Escrow Agent shall disburse such funds, within twenty (20) days after written request of Tenant and provided the Escrow Agent does not receive written objection by Landlord to any or all of such requested disbursement within said twenty (20) day period, but not more frequently than once each calendar month, upon delivery by Tenant to the Escrow Agent (with a copy to Landlord) of draw requests for the amount

of the restoration costs then incurred by Tenant (together with bills paid affidavits, waivers and releases of liens) and a certificate from Tenant's architect certifying that the work for which such reimbursement is requested has been completed in accordance with the plans approved by Landlord; provided an amount equal to 10% of such costs (the "Retainage") shall be retained from each reimbursement payment. The Retainage shall be paid to Tenant thirty-five (35) days after the date of the completion of the restoration, as evidenced by an affidavit of completion executed by Tenant, Tenant's architect and the general contractor, subject to Tenant's delivery to Landlord and the Escrow Agent of a final certificate of occupancy issued by the applicable Governmental Authority and all bills paid affidavits and waivers and releases of liens from the general contractor and, if in Tenant's possession or control, all subcontractors furnishing labor or materials.

(iii) Any and all insurance proceeds remaining after deduction of all reasonable expenses incurred by Landlord and Tenant in settling or adjusting the claim (including attorneys' fees) in excess of the cost of such repairs and restoration of the Property or clearance shall be paid to Tenant.

### 13.2 Condemnation.

(a) Tenant shall appear in any proceeding or action to defend, negotiate, prosecute, or adjust any claim for any award or compensation on account of any actual or threatened condemnation or eminent domain proceedings or other action by any Person having the power of eminent domain or condemnation (each, a "Condemnation") and shall take all appropriate action in connection with any such Condemnation; provided, however, that Landlord shall have the right to participate in the same and neither party shall settle or resolve any such proceeding without the other party's prior written consent in its sole discretion.

(b) During the Term, if title to and possession of all of the Property is taken by Condemnation, then this Lease shall terminate on the day of the earlier to occur of the vesting of legal title to the Property in the entity exercising the power of Condemnation or the taking of actual physical possession of the Property by the entity exercising such power. After such termination, both Landlord and Tenant are released from all obligations under this Lease; except for the provisions of this Lease that expressly survive termination of this Lease. Any compensation or damages awarded or payable under this Section will be distributed as provided in Section 13.3 below.

(c) If a Condemnation of less than all of the Property occurs, then in that event, this Lease will not terminate and all Condemnation awards payable as a result of said Condemnation will be distributed as provided in Section 13.3 below.

(d) If the whole or any portion of the Property shall be taken for temporary use or occupancy, (i) the Term shall not be reduced, (ii) Tenant shall continue to satisfy all monetary obligations under this Lease, (iii) except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all non-monetary obligations under this Lease, and (iv) Tenant shall be entitled to receive the entire award therefor unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award shall be apportioned between



Landlord and Tenant in the same ratio that the part of the period for which such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

13.3 Distribution of Proceeds. In any Condemnation proceeding, the parties will request that the condemning authority grant separate awards for value of the Fee Estate taken and the Leasehold Estate taken.

(a) If the condemning authority grants separate awards, then Landlord shall be entitled to the award for the value of the Fee Estate and Tenant shall be entitled to the award for the value of the Leasehold Estate (but without duplication).

(b) If the condemning authority refuses to grant separate awards, then the parties shall have the Property that is being taken appraised and valued as if the condemnation had not occurred. Such appraisal process will determine the percentage of any award that should be attributed to the Fee Estate (the “**Fee Estate Percentage**”) and the percentage of any award that should be attributed to the Leasehold Estate (the “**Leasehold Estate Percentage**”) (and the aggregate of such percentages must equal one hundred percent [100%]). Landlord shall be entitled to the Fee Estate Percentage of any award and Tenant shall be entitled to the Leasehold Estate Percentage of any award.

(c) If this Lease is not terminated as a result of the Condemnation as expressly permitted above, any Condemnation proceeds received by either Landlord or Tenant shall first be used to restore the Improvements to an architecturally whole unit, and, to the extent possible given the nature of the Condemnation, to substantially the same or better condition as existed immediately prior to such taking, and second in the proportions as provided in clauses (a) and (b) of Section 13.3. With respect to such restoration, there shall be no Landlord approval or consent rights on development of the remaining portion of any Block that is partially subject to such Condemnation, which shall be subject only to (i) Legal Requirements, (ii) the Prohibited Uses, (iii) Landlord’s approval in Landlord’s Permitted Discretion of changes in exterior architectural elements and (iv) the other terms of this Lease with respect to the Work being conducted. Any Condemnation proceeds shall be held and disbursed in the same manner as proceeds from a Casualty as set forth in Sections 13.1(c) and 13.1(d) above, if applicable. As between Tenant and its Leasehold Mortgagees, all condemnation proceeds that belong to Tenant pursuant to this Article XIII shall be disbursed in accordance with the terms of the Leasehold Mortgage.

(d) If Landlord or Tenant receives notice of any proposed or pending Condemnation proceeding affecting the Property, the party receiving such notice shall promptly notify the other party, the Fee Mortgagee (if it shall have given to such party notice of the address of such Fee Mortgagee), and any Registered Leasehold Mortgagee.

#### ARTICLE XIV. TRANSFERS

##### 14.1 Tenant Transfers.

(a) Except in connection with (i) a one-time Transfer related to all Master Units in Phase I in connection with the initial development of Phase I and to be consummated concurrently with the closing of all necessary financing necessary for the construction of Phase I

to an Affiliate of Tenant so long as such Affiliate of Tenant remains a Qualified Equity Investor Entity substantially consistent with its structure and ownership as of the Commencement Date, (ii) a one-time Transfer related to all Master Units in Phase II in connection with the initial development of Phase II and to be consummated concurrently with the closing of all necessary financing and equity investments necessary for the construction of Phase II, to an entity which has (or which one or more of its equity owners or development managers have) expertise in developing senior housing and that has been approved in writing by Landlord in Landlord's Permitted Discretion (Landlord hereby approving the following assignees for Phase II: DMA Development Company, LLC; McCormick, Baron and Salazar; and Foundation Communities) and which does not constitute a Prohibited Transferee, (iii) a Leasehold Mortgagee or purchaser at foreclosure or in lieu of foreclosure under any Leasehold Mortgagee in accordance with Article XV below, which does not constitute a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee, or (iv) Subleases to End Users as described in Section 14.2 below, in no event may Tenant either voluntarily or by operation of law, Transfer the Leasehold Estate in whole or in part with respect to any Phase of the Project which has not achieved Completion of Construction without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Further, any change in control of Tenant by merger, consolidation, stock transfers, transfers of partnership interests, transfers of membership interests or other means of transferring control of Tenant or its business shall be deemed to be a Transfer of this Lease for the purposes of this Section 14.1(a); provided, however, that there may occur the removals or changes in control contemplated in the definition of Qualified Equity Investor Entity pursuant to which the investor entity described in subsection (a) of said definition acquires the interest of Endeavor and Columbus without Landlord's prior written consent (and which shall not be deemed a Transfer for the purposes of Section 14.3 of this Lease) so long as Tenant otherwise remains a Qualified Equity Investor Entity thereafter.

(b) Following Completion of Construction of a Phase of the Project (a "**Completed Phase**"), Tenant may Transfer the Completed Phase and such portion of the Leasehold Estate in which the Completed Phase is located (which includes the Transfer of any Master Unit located in a Completed Phase and its appurtenant common elements) without Landlord's prior written consent to any Person who is not a Prohibited Transferee as provided in this Article XIV.

(c) Consent by Landlord (or failure by Landlord to object) to one or more Transfers, if applicable, shall not operate to exhaust Landlord's rights under this Article XIV, as and to the extent applicable. Any attempt to Transfer or otherwise alienate Tenant's interest in this Lease in violation of this Article XIV without the prior written consent of Landlord, if applicable, shall be void and of no force and effect. Any Person who shall, by operation of law or otherwise, become a Transferee of this Lease or become vested with the Leasehold Estate (or portion thereof) hereunder shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Lease applicable to the transferred interest and arising after the date of the Transfer, and such Transfer shall release Tenant (or any subsequent transferor) from its liability under this Lease arising after the date of such Transfer applicable to the Transferred interest. Tenant waives any right it may have at law or in equity to terminate this Lease as a result of Landlord's refusal to consent to a Transfer, if applicable.

#### 14.2 Subletting to End Users.

(a) Tenant may at any time and from time to time without Landlord's consent enter into Subleases of Residential Units and individual Commercial Spaces to End Users for the Permitted Uses. Except for Subleases expressly permitted pursuant to the immediately preceding sentence, Tenant shall not enter into any Subleases.

(b) Tenant agrees for the benefit of Landlord that each Sublease shall provide that: (i) it is subject and subordinate to the terms and provisions of this Lease; and (ii) in the event of termination of this Lease for any reason, including, without limitation, a voluntary surrender by Tenant, or in the event of any reentry or repossession of the Property by Landlord, Landlord may, at its option but with no obligation, take over all of the right, title and interest of Tenant, as sublessor, under such Sublease, in which case the Subtenant shall attorn to Landlord, but that nevertheless Landlord shall not (1) be liable for any previous act or omission of Tenant under such Sublease, (2) be subject to any counterclaim, defense or offset previously accrued in favor of the Subtenant against Tenant, (3) be bound by any security or advance rental deposit made by such Subtenant which is not delivered or paid over to Landlord and with respect to which such Subtenant shall look solely to Tenant for refund or reimbursement, or (4) be obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the Subtenant shall execute and deliver to Landlord any instruments Landlord may request to evidence and confirm such attornment.

(c) If Tenant enters into a Sublease pursuant to this Section 14.2 that constitutes a Nondisturbance Sublease, Landlord shall, within thirty (30) days after written request by Tenant and at Tenant's sole cost and expense, enter into a non-disturbance agreement with the Subtenant in the form attached hereto as Exhibit H or such other form agreed upon by Landlord, Tenant and Subtenant.

14.3 Transfer Submittals. Except for Subleases permitted under Section 14.2(a) hereof, each Transferee shall execute an assignment and assumption agreement in a commercially reasonable form assuming all of Tenant's agreements, covenants, duties, representations, warranties and obligations under this Lease with respect to the interest transferred accruing from and after the date of the Transfer. Tenant shall deliver to Landlord a copy of each such assignment and assumption agreement entered into by Tenant and a Transferee promptly after the execution thereof. Except with respect to any Sublease permitted under Section 14.2(a) hereof, Tenant shall deliver to Landlord, at least ten (10) days prior to the date Tenant desires to consummate a proposed Transfer, written notice of the intended Transfer, naming the proposed Transferee, together with a copy of the proposed form of assignment and assumption agreement and such documents and other materials that Tenant believes establish that the Transfer is not prohibited under Section 14.1. With respect to any Transfer under clauses (i) or (ii) of Section 14.1(a) above, Tenant shall pay Landlord Five Thousand No/100 Dollars (\$5,000) (to be increased by five percent (5%) on January 1 of each Lease Year of this Lease) in connection with Landlord's review of any proposed Transfer, plus all attorneys' fees and other costs of Landlord incurred in connection with Landlord's review of such proposed Transfer (not to exceed \$5,000 for such Transfer); with respect to other Transfers, if there are more than two (2) Transfers in any twelve (12) month period, then for each Transfer subsequent to the second (2<sup>nd</sup>) Transfer in said 12-month period, Tenant shall pay Landlord all reasonable attorneys' fees and other costs of Landlord incurred in connection with Landlord's review of such proposed Transfer (not to exceed \$2,000 per Transfer).

14.4 Assignments after Bankruptcy. If, pursuant to the federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law, Tenant (or its successor in interest hereunder) is permitted to assign this Lease in disregard of the restrictions contained in this Article XIV (or if this Lease shall be assumed by a trustee for such person), the trustee or assignee shall cure any Event of Default under this Lease and shall provide adequate assurance of future performance by the trustee or assignee as required pursuant to Section 365 of the Bankruptcy Code. In connection with any proposed assumption and assignment of this Lease in a bankruptcy or insolvency proceeding, Landlord may seek the following as adequate assurance of future performance: (a) a deposit of cash security with Landlord in an amount equal to the sum of one (1) Lease Year's of Project Operating Costs for the Lease Year preceding the Lease Year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed and that any such assignee of this Lease shall have a tangible net worth computed in accordance with the generally accepted accounting principles, equal to at least ten (10) times the aggregate of the Project Operating Costs and the Rent paid for the immediately preceding Lease Year under this Lease; and (b) 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. If all Events of Defaults are not cured and such adequate assurance is not provided within the later of (i) the applicable deadlines provided for in Section 365(d)(4) of the Bankruptcy Code or (ii) sixty (60) days after there has been an order for relief under the federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law, then this Lease shall be deemed rejected, Tenant or any other Person in possession shall immediately vacate the Property, and Landlord shall be entitled to retain any Rent, together with any security deposit previously received from Tenant, and shall have no further liability to Tenant or any person claiming through Tenant or any trustee.

14.5 Landlord Transfers. Landlord shall have the right, at any time and from time to time, to Transfer its rights and/or obligations under this Lease and/or with respect to the Property without the consent of Tenant, as Landlord, in its sole judgment, deems it appropriate without any liability to Tenant, and Tenant shall attorn to any party to which Landlord Transfers its rights and obligations hereunder. If Landlord desires to assign this Lease, then (i) Landlord shall assign this Lease and the MDA to the same Person (or Affiliates of the same Person) if the MDA is still in force and effect, (ii) such assignment shall be conducted in accordance with all applicable Legal Requirements, and (iii) to the extent such assignment requires a bidding process, Tenant shall not be prohibited by Capital Metro from participating in such bidding process (unless such participation is prohibited by Legal Requirements).

## ARTICLE XV. FINANCING

15.1 General. Tenant shall be permitted to encumber, with a Leasehold Mortgage, its Leasehold Estate in the Property and/or its interest in this Lease, in accordance with, subject to and which shall be governed by the provisions of this Article XV below.

15.2 Financings. Tenant shall have the right and power, but not the obligation, to enter into financings secured by its Leasehold Estate, its interest in this Lease, and the right, title and interest of Tenant in and to the Improvements to do all of the following: (a) finance development of the Project or any portion thereof (“**Construction Financing**”), and (b) obtain (i) interim, take-out or permanent or other financing for the purposes of repaying such Construction Financing, and/or (ii) any other financing for acquiring an interest in, holding (including refinancing) or operating all or any portion of the Leasehold Estate (“**Permanent Financing**”). Such Construction Financing and Permanent Financing are sometimes hereinafter individually or collectively referred to as “**Financing**”. Any such Financing may be evidenced by one or more promissory notes and may be (but shall not be required to be) secured by one or more Leasehold Mortgages. If any Financing is secured by a Leasehold Mortgage, the Leasehold Mortgage shall be subject to all of the terms and conditions set forth in this Section 15.2 and Section 15.3 below. Furthermore, with regard to Construction Financing, until Stabilization, the principal amount of any and all Construction Financing for Phase I of the Project shall not exceed seventy percent (70%) of Tenant’s budget (prepared in good faith by Tenant and approved by Tenant’s lender) for all costs and expenses incurred, and anticipated to be incurred, in the development of Phase I of the Project, and the principal amount of any and all Construction Financing for Phase II of the Project shall not exceed eighty percent (80%) of Tenant’s budget (prepared in good faith by Tenant and approved by Tenant’s lender) for all costs and expenses incurred, and anticipated to be incurred, in the development of Phase II of the Project. No Construction Financing may secure sums other than for the development and refinance of solely the applicable Phase of the Project. Tenant shall provide reasonable evidence of compliance with the provisions of this Section 15.2 and Section 15.3 to Landlord prior to Commencement of Construction of each Phase. Notwithstanding anything herein to the contrary, Tenant shall invest any equity contribution required by the terms of its Construction Financing into the development of the applicable portion of the Project prior to using the proceeds of any Construction Financing for such purposes. Landlord and Tenant specifically agree that Landlord is not and shall not be obligated to, and does not hereby, subordinate its Fee Estate (including, without limitation, its rights or ownership interests and any reversionary rights of Landlord after the expiration or earlier termination of this Lease) in the Property or in this Lease to any Financing; and none of the Rent provided for in this Lease is or shall be subordinate to any Financing, and Landlord and Tenant agree that such Rent shall be due and payable by Tenant throughout the Term regardless of any Financing. Further, in no event will any Financing or any Leasehold Mortgage extend beyond the expiration of the Term.

15.3 Leasehold Mortgages. Tenant may, with notice to Landlord, encumber the Leasehold Estate by a Leasehold Mortgage to secure any Financing permitted pursuant to Section 15.2 above, but each such Leasehold Mortgage and all other related loan documents entered into as part of such Leasehold Mortgage, and any amendments, modifications and supplements thereof (collectively, “**Leasehold Financing Documents**”) shall be subject to each and all of the covenants, conditions, obligations and restrictions set forth in this Lease, and none of the covenants, conditions, obligations and restrictions are or shall be waived by Landlord by reason of the rights given to Tenant under this Section 15.3. Tenant shall, from time to time, upon written request therefor from Landlord, promptly provide Landlord with access to true, correct, accurate and complete copies of each Leasehold Mortgage and Leasehold Financing Document, together with satisfactory evidence of the recording or filing thereof, if applicable, and, if required by Landlord, certified to by a responsible officer of Tenant. Tenant authorizes

each Leasehold Mortgagee to provide access to such documents and information required in this Section 15.3 to Landlord on Landlord's request. The execution and delivery of any Leasehold Mortgage, in and of itself, shall not be deemed to constitute a Transfer of this Lease nor shall the holder of any Leasehold Mortgage, as such, be deemed a Transferee of this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. Landlord and Tenant further agree to the following:

(a) Tenant shall register each Leasehold Mortgagee by providing Landlord with written notice that includes a copy of the Leasehold Mortgage and stating the name and address of the Leasehold Mortgagee (each Leasehold Mortgagee for which such notice has been sent is herein referred to as a "**Registered Leasehold Mortgagee**"); provided, however, that in no event shall there be permitted to exist more than one (1) Registered Leasehold Mortgagee for any Master Unit (other than Master Units containing Residential Units) and two (2) Registered Leasehold Mortgagees for any Master Unit containing Residential Units at any one time; provided further, that any such Registered Leasehold Mortgagee may be acting as an agent for a syndicate of multiple lenders providing the Financing secured by the applicable Leasehold Mortgage.

(b) Landlord shall send to any Registered Leasehold Mortgagee a copy of any notice or other communication from Landlord to Tenant of an Event of Default or a potential termination of this Lease as to all or the applicable portion of the Leasehold Estate at the time of giving such notice or communication to Tenant, and no termination of this Lease as to all or the applicable portion of the Leasehold Estate predicated on the giving of any notice shall be effective unless Landlord gives to such Registered Leasehold Mortgagee written notice or a copy of its written notice to Tenant of such Event of Default or termination, as the case may be. In no event will Landlord be obligated to furnish copies of any such notices to more than one individual as to any one Registered Leasehold Mortgagee regardless of the number of owners of interests in such Registered Leasehold Mortgagee.

(c) Tenant shall promptly provide to Landlord a copy of any notice delivered by any Leasehold Mortgagee of Tenant's default or the Leasehold Mortgagee's intent to exercise a remedy in connection with any Tenant default under a Leasehold Mortgage or any documents executed in connection therewith. Any separate agreement between Landlord and a Leasehold Mortgagee shall contain a provision requiring the Leasehold Mortgagee to provide copies of any such notices directly to Landlord.

(d) In the event of any Default by Tenant under the provisions of this Lease, each Registered Leasehold Mortgagee shall have, after the giving of written notice by Landlord, the same periods as are given Tenant for remedying such default or causing it to be remedied. In such event, each Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right (but not the obligation) to cure such default within the applicable grace periods (if any) provided for herein, together with an additional sixty (60) days beyond the later to occur of (i) the period of cure granted to Tenant hereunder, and (ii) the date notice of such default is received by the applicable Registered Leasehold Mortgagee; provided, however, if such Default by Tenant is not susceptible of cure by the applicable Leasehold Mortgagee within such 60-day period and the Registered Leasehold Mortgagee commences the cure within such 60-day period

and thereafter diligently pursues such cure, then the Registered Leasehold Mortgagee shall have such additional time as is reasonably necessary to cure such Default by Tenant, but in no event longer than a total of one hundred twenty (120) days. In the event a Registered Leasehold Mortgagee performs on behalf of Tenant in accordance with the foregoing provisions, Landlord shall accept such performance on the part of such Registered Leasehold Mortgagee as though the same had been done or performed by Tenant, and for such purpose Landlord and Tenant hereby authorize such Registered Leasehold Mortgagee to enter upon the Property and to exercise any of such Registered Leasehold Mortgagee's (and Tenant's) rights and powers under this Lease and, subject to the provisions of this Lease, under the applicable Leasehold Mortgage (provided in the case of any entry upon the Property, the Registered Leasehold Mortgagee will be liable for any Claims made against Landlord or the other Indemnitees caused by such Leasehold Mortgagee's acts or omissions in connection therewith). Notwithstanding anything to the contrary in this Section 15.3(d), any extension of time given to a Registered Leasehold Mortgagee hereunder shall be limited to two hundred ten (210) days after the giving of the written notice by Landlord to the Registered Leasehold Mortgagee as provided in Section 15.3(b); provided, however, in those instances that (A) require a Registered Leasehold Mortgagee to be in possession of the Property to cure any default by Tenant, (B) the Registered Leasehold Mortgagee has diligently and good faith pursued all commercially reasonable means of obtaining possession of the Property in a continuous manner and (C) the Registered Leasehold Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof in order to obtain such possession and the Registered Leasehold Mortgagee is, in good faith, continuously and diligently pursuing all commercially reasonable means of removing such prohibition, then such two hundred ten (210) day period allowed to any Registered Leasehold Mortgagee to cure any default by Tenant shall be deemed extended to include the reasonable period of time required by the Registered Leasehold Mortgagee to obtain such possession with the exercise of due diligence (including, without limitation, foreclosure or deed-in-lieu of foreclosure under a Leasehold Mortgage), provided that, in such instance, such Registered Leasehold Mortgagee shall have fully cured any default in the payment of Rent or any other monetary obligation of Tenant under this Lease and shall continue to make payments of Rent and any other monetary payments to Landlord in accordance with the terms and within the time frames set forth in this Lease that is not cured within the applicable cure period hereunder. Nothing contained in this Section 15.3(d), however, shall be construed to extend this Lease beyond the Term. In no event shall any Landlord Mortgagee ever be required to cure or commence to cure any default that is personal to the entity that constitutes Tenant (e.g., bankruptcy).

(e) In the event of a default under a Leasehold Mortgage, such Leasehold Mortgagee may exercise with respect to the Property any right, power or remedy under the Leasehold Mortgage that is not in conflict with the provisions of this Lease. Landlord acknowledges that, pursuant to the terms of Section 14.1(a)(iii), an Affiliate of a Leasehold Mortgagee may take title to the Property in a foreclosure action in lieu of the named Leasehold Mortgagee so long as the same is done in accordance with this Article XV.

(f) This Lease may be assigned, without the consent of, but with concurrent written notice to Landlord, to any Leasehold Mortgagee (or its designee that does not constitute a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee),

pursuant to foreclosure or similar proceedings, or pursuant to an assignment or other transfer of this Lease to such Leasehold Mortgagee (or its designee that does not constitute a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee) in lieu thereof; thereafter, Transfers shall be subject to the provisions of Article XIV hereof.

(g) No amendment or modification of this Lease will be binding against a Registered Leasehold Mortgagee that existed and was registered at the time of such amendment or modification if the Registered Leasehold Mortgagee takes title to the Leasehold Estate pursuant Section 15.3(f) above unless such Registered Leasehold Mortgagee consented in writing to such amendment or modification.

(h) If at any time there shall be more than one Registered Leasehold Mortgagee covering the same portion of the Project, the holder of the Leasehold Mortgage prior in time shall be vested with the rights under Section 15.3 hereof (other than the provisions for receipt of notices as provided herein) to the exclusion of the other Registered Leasehold Mortgagees or any other Leasehold Mortgages, the holders of which would not qualify as Registered Leasehold Mortgagees with respect to that portion of the Project; provided, however, as between Registered Leasehold Mortgagees (but not to be binding on Landlord), the terms of an intercreditor agreement between such Registered Leasehold Mortgagees may establish a different priority. The rights of any Leasehold Mortgagee regarding insurance and condemnation proceeds are and will remain subject to the rights of Landlord under this Lease.

(i) Notices from Landlord to a Registered Leasehold Mortgagee shall be mailed to the address provided to Landlord pursuant to Section 15.3(a) hereof, and those from Leasehold Mortgagee to Landlord shall be mailed to the address designated under this Lease. Such notices shall be given in the manner prescribed in Section 19.4 hereof and shall in all respects be governed by the provisions of that Section.

(j) Landlord will not subordinate its Fee Estate to the lien of any Leasehold Mortgage. Leasehold Mortgagees shall have no lien, security interest or other interest in the Fee Estate. Leasehold Mortgagees shall not acquire any lien, security interest or other interest in the Fee Estate in connection with any foreclosure action or acceptance of a deed in lieu thereof from Tenant. Landlord shall not be liable for the payment of the sum secured by any Leasehold Mortgage, nor for any expenses in connection with the same, and neither the Leasehold Mortgage nor any Leasehold Financing Document shall contain any covenant or other obligation on Landlord's part to pay such debt, or any part thereof, or to take any action or be responsible for any obligation of any kind whatsoever with respect to such debt. Furthermore, no Leasehold Mortgagee shall seek a judgment against Landlord for the payment of such debt or to take any action or be responsible for any obligation of any kind whatsoever based upon such Leasehold Mortgage or any Leasehold Financing Document.

(k) Upon request by Landlord (not to be given more than once per Lease Year for each Leasehold Mortgage), Tenant shall use commercially reasonable efforts to obtain from each Leasehold Mortgagee a certificate in writing to Landlord whether or not, to Leasehold Mortgagee's best knowledge, any default on the part of Tenant exists under the Leasehold Mortgage or any documents executed in connection therewith and the nature of any such default.



(l) If Tenant's interest hereunder is terminated because of a rejection of this Lease by a trustee or debtor-in-possession in bankruptcy (and provided one or more unsatisfied Leasehold Mortgages in favor of one or more Registered Leasehold Mortgagees then are of record), upon written request of any such Leasehold Mortgagee delivered to Landlord within sixty (60) days following such rejection, Landlord will execute and deliver a new agreement with such Leasehold Mortgagee or its designee that does not constitute a Prohibited Transferee for the remainder of the Term with the same agreements, covenants, representations, warranties and conditions (except for any requirements that have been fulfilled by Tenant prior to termination and any requirements that are personal to the entity that constitutes Tenant) as were contained herein and covering the portion of the Project covered by the Leasehold Mortgage of such Registered Leasehold Mortgagee; provided, however, that such Leasehold Mortgagee or its designee must immediately cure any monetary default of Tenant hereunder and shall diligently pursue the cure to completion of any non-monetary default which is reasonably curable by Leasehold Mortgagee and not personal to the entity that constitutes Tenant.

(m) If this Lease is terminated for any reason, including, but not limited to any termination following a failure to cure a default or in the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy laws or other laws affecting creditors' rights, then upon the most senior (as to the applicable portion of the Project) Registered Leasehold Mortgagee's written request to Landlord within sixty (60) days after such termination, Landlord and such Registered Leasehold Mortgagee shall mutually execute and deliver a new lease (the "New Lease") for the remainder of the Term covering the portion of the Project covered by the Leasehold Mortgage of such Registered Leasehold Mortgagee, at the then-current Rent and upon the terms, covenants, agreements, provisions, conditions and limitations herein contained reasonably allocated and applicable to such portion of the Project, provided, that:

(i) the notice from such Registered Leasehold Mortgagee must be accompanied by a copy of the New Lease, duly executed and acknowledged by such Registered Leasehold Mortgagee;

(ii) such Registered Leasehold Mortgagee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease which are reasonably allocated and applicable to such portion of the Project but for such termination and, in addition thereto, upon presentation by the Landlord of documentation thereof, actual expenses, including reasonable attorneys' fees, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease which have not otherwise been received by Landlord;

(iii) such Registered Leasehold Mortgagee shall have remedied at or before the execution of such New Lease any Default by Tenant to the extent that the Leasehold Mortgage can reasonably remedy such prior Default and such Default is reasonably allocated and applicable to such portion of the Project. Landlord agrees that the tenant under such New Lease shall have the same right, title and interest in and to such portion of the Project thereon as the Tenant has under this Lease. The applicable Registered Leasehold Mortgagee shall be liable

to perform all obligations imposed on the Tenant by such New Lease during, or which arise on account of, the period such Leasehold Mortgagee has title to the leasehold estate and said Leasehold Mortgagee shall remain liable for such obligations which arose during, or on account of, such period even after such period expires. Notwithstanding anything to the contrary contained herein, in no event shall any Leasehold Mortgagee be liable for any act or omission occurring during any period prior or, provided that Tenant's leasehold estate is thereafter assigned in compliance with the terms and conditions of such New Lease, subsequent to the time during which such Leasehold Mortgagee has title to the leasehold estate, except those outstanding defaults which the Leasehold Mortgagee is required to cure under this subsection which can be reasonably remedied by such Registered Leasehold Mortgagee;

(iv) upon the execution and delivery of such New Lease in accordance with the provisions of this Section, all Subleases which theretofore have been assigned and transferred to Landlord with respect to such portion of the Project covered by such New Lease shall thereupon be assigned and transferred without recourse by Landlord to the tenant under such New Lease, subject to the terms of any subordination and nondisturbance agreement previously executed between the Leasehold Mortgagee and the Subtenant under such Sublease;

(v) should any applicable Registered Leasehold Mortgagee fail to make the written request for a New Lease within the foregoing sixty (60) day period, such Registered Leasehold Mortgagee's right to request a New Lease shall terminate and be of no further force and effect; and

(vi) no Registered Leasehold Mortgagee that is subordinate to the applicable lien priority of another Registered Leasehold Mortgagee shall have the right to request a New Lease pursuant to this Section.

(n) No Leasehold Mortgagee shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by Tenant under this Lease unless and until such Leasehold Mortgagee expressly elects to become the owner of the Tenant's interest hereunder upon the exercise of any remedy provided for in any Leasehold Mortgage or enters into a New Lease with Landlord pursuant to this Section. Thereafter, such Leasehold Mortgagee shall be liable for the performance and observance of such covenants and conditions applicable to the period during which such Leasehold Mortgagee owns such interest or is the Tenant under this Lease.

15.4 Landlord Financing. Landlord shall have the absolute right at any time to encumber Landlord's interest in the Property and/or Plaza Saltillo (or any part thereof) in any way, including, but not limited to, by any mortgage or deed of trust, in Landlord's sole discretion. If Landlord encumbers its interest in the Property with a mortgage or deed of trust as provided in this Section 15.4, Tenant shall, provided Landlord or the holder of such mortgage or deed of trust shall have delivered to Tenant prior written notice of the address of any such holder, provide concurrent copies of any written notices of default sent to Landlord hereunder to the holder of such mortgage or deed of trust. Any Fee Mortgage hereafter covering Landlord's

interest in the Fee Estate shall be subject to this Lease. No holder of such a mortgage or deed of trust shall be or become liable to Tenant as an assignee of this Lease until such time as such holder, by foreclosure or other procedures, shall acquire the rights and interests of Landlord under this Lease, and upon such holder's assigning such rights and interests to another Person, such holder shall have no further such liability thereafter arising under this Lease.

ARTICLE XVI.  
CONDOMINIUM

16.1 General Prohibition. Tenant is prohibited from impressing on the Property (or portion thereof), or otherwise converting the Property (or any portion thereof) to, a condominium regime or other form of condominium or cooperative ownership, except as expressly permitted by Section 16.2 below. Without limiting the generality of the foregoing, (a) in no event will the individual Residential Units or Commercial Spaces be subjected to a condominium regime or other form of condominium or cooperative ownership for the purpose of selling such individual Residential Units or Commercial Spaces (such right being expressly limited to the establishment of, and transfers of, Master Units pursuant to Section 16.2), and (b) in the event Tenant creates Master Units in accordance with Section 16.2 below, Tenant shall not be permitted to impress on the Property (or any portion thereof), or otherwise convert the Property (or any portion thereof) to, any sub-condominium regimes, without Landlord's prior written consent, in Landlord's sole and absolute discretion.

16.2 Master Units Exception. Pursuant to Section 82.056 of the Texas Uniform Condominium Act (the "Act"), Tenant may impress on the Leasehold Estate a condominium regime affecting all of the Property which authorizes the creation of not more than six (6) master units (each a "Master Unit") pursuant to the Condominium Declaration and other documents establishing the regime that has been approved in writing by Landlord (the "**Permitted Condo Documents**"). So long as Tenant does not exceed the maximum number of Master Units which may be created, portions of the condominium regime created pursuant to the Condominium Declaration may be designated as "Subject to Development Rights" to effectuate the development of the Property in phases so long as at least two (2) Master Units are created upon the initial recordation of the Condominium Declaration in the Official Public Records of Travis County, Texas.

16.3 Permitted Condo Documents. Without limiting Landlord's right to approve the Permitted Condo Documents, the Permitted Condo Documents will include the following:

- (a) The Condominium Declaration shall set forth, at a minimum:
  - (1) the recording data for the Lease;
  - (2) the date on which the Lease is scheduled to expire;
  - (3) a legally sufficient description of the Property which is subject to the Lease;
  - (4) the Master Unit owners do not have any right to redeem the reversion held by the Landlord;

(5) the Master Unit owners do not have any right to remove improvements after the expiration or termination of the Lease;

(6) the Master Unit owners do not have the right to renew the Lease;

(7) the Landlord has executed the Condominium Declaration solely as provided by Section 82.056 of the Act and shall have no responsibility for the compliance with any provision of the Condominium Declaration and have absolutely no liability or obligation regarding any provision thereof; and

(8) a provision stating:

“Owner Assumption of Ground Lease Obligations. Each Owner, with acceptance of a deed to a Unit, shall be deemed to assume any and all obligations (including the obligations to pay rent as provided in the Ground Lease to the extent allocated to such Unit in the Ground Lease Obligation Allocation Chart), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon the “Tenant” pursuant to the Ground Lease and that are applicable to such Unit pursuant to Section 16.4 of the Ground Lease and as otherwise provided in this Declaration (the “**Ground Lease Obligations**”). The Ground Lease Obligations shall automatically be obligations, liabilities, limitations, rights, waivers, benefits or burdens of the Owners upon the recordation of this Declaration. This Section 10.9 constitutes the assumption required pursuant to Article XVI of the Ground Lease without any further action.”

(b) The Permitted Condo Documents are subject and subordinate to the terms and provisions of this Lease.

(c) Landlord shall have the right to designate and appoint at least one (1) non-voting member of the governing board of the Condominium Association and any other governing body established by the Permitted Condo Documents; provided, however, notwithstanding anything to the contrary contained in the Permitted Condo Documents to the contrary, the Condominium Association shall have no authority to cause the Condominium Association to take any of the following actions, or to consent to the following actions, without the prior consent of Landlord:

(i) intentionally take any action in violation of this Lease;

(ii) merge or consolidate the Condominium Association with or into any other Person;

(iii) amend or supplement the Permitted Condo Documents, other than to attach or amend the “Map” exhibit to the Condominium Declaration to conform to the constructed Improvements of the Project;

(iv) change the purpose of the Condominium Association as set forth in the Permitted Condo Documents;

(v) dissolve the Condominium Association; or

(vi) file any voluntary petition under Title 11 of the United States Code, the Bankruptcy Code, or seek the protection of any other Federal or State bankruptcy or insolvency law or debtor relief statute or consenting to the institution or continuation of any involuntary bankruptcy proceeding or the admission in writing of the inability to pay debts generally as they become due, or make a general assignment for the benefit of creditors.

#### 16.4 Effect of Condo Documents.

(a) The provisions of this Section 16.4 shall apply from and after the date the Condominium Declaration is filed notwithstanding any other provision of this Lease and, in light of the fact that each Master Unit owner will then hold an undivided interest in the Tenant's Leasehold Estate, such provisions are intended to clarify the rights and duties of Landlord, each Master Unit owner (and their separate Leasehold Mortgagees), and the Condominium Association.

(b) From and after the date the Condominium Declaration is filed and a Master Unit is conveyed by Tenant to a third party in accordance with Article XIV above, all outstanding obligations of Tenant contained in this Lease shall be assigned and assumed by the Condominium Association on behalf of the Master Unit owners; provided, however, that no such assignment shall serve to release the Master Unit owners from the performance of the Several Obligations or Joint Obligations under this Lease.

(c) Notwithstanding anything to the contrary provided in this Lease, Landlord agrees that all obligations, covenants, agreements, terms or conditions contained in this Lease regarding (i) the payment of Rent and related reporting requirements, (ii) the payment of Taxes, (iii) Modifications or Work affecting an individual Master Unit only, (iv) obligations pursuant to Article VIII of this Lease, (v) the indemnity contained in Section 10.7 to the extent solely attributable to a single Master Unit, (vi) the surrender or holding over of an individual Master Unit under Article XII, (vii) casualty or condemnation affecting a single Master Unit under Article XIII, (viii) Transfers by owners of a single Master Unit under Article XIV, (ix) violation of any Legal Requirements to the extent solely attributable to a single Master Unit, (x) compliance with the Affordable Housing Requirements, or (xi) liability for liquidated damages under this Lease, if any, shall be the several (and not joint) obligations of the Master Unit owners for all purposes of this Lease (collectively, the "**Several Obligations**").

(d) All obligations, covenants, agreements, terms or conditions contained in this Lease other than the Several Obligations shall be joint and several obligations of the Master Unit owners (collectively, the "**Joint Obligations**").

(e) It is the express intention, agreement and understanding that if there occurs any Event of Default under this Lease relating to the Several Obligations: (i) Landlord may not terminate the leasehold estate under this Lease held by a Master Unit owner (or exercise any other remedies against such Master Unit owner) that is complying with all of the covenants contained in this Lease applicable to such Master Unit owner and its Master Unit (the "**Compliant Master Unit Owner**"), and (ii) the leasehold estate appurtenant to such Compliant Master Unit Owner's Master Unit shall not be affected by such Event of Default, and (iii)

Landlord shall exercise all rights and remedies available under this Lease only against the Master Unit owner that is then in Default.

(f) It is the express intention, agreement and understanding that if there occurs any Event of Default under this Lease relating to the Joint Obligations: (i) Landlord may not terminate the Leasehold Estate under this Lease held by a Master Unit owner that is complying with all of the covenants contained in this Lease applicable to such Master Unit owner and its Master Unit; and (ii) Landlord shall provide the applicable Event of Default notices to the Condominium Association and the Condominium Association shall have, after the giving of such written notice by Landlord, the same periods (to run concurrently and without duplication) as are given Tenant for remedying such default or causing it to be remedied and Landlord shall accept such performance on the part of the Condominium Association as though the same had been done or performed by Tenant. Upon any failure of the Condominium Association to remedy such default within the applicable curative period following notice provided for in this Lease, Landlord may exercise its rights and remedies available under this Lease for such default, subject to the provisions of clause (i) above and provided that any action for specific performance, injunctive relieve or other equitable remedies may only be pursued against the Master Unit owner that caused such Default.

(g) From and after the date the Condominium Declaration is filed, (i) all references in the Lease to Leasehold Mortgagee and Registered Leasehold Mortgagee shall mean each Leasehold Mortgagee and Registered Leasehold Mortgagee for the applicable Master Unit, and (ii) all references to Tenant in Article XV hereof shall mean any Master Unit owner.

#### ARTICLE XVII. DEFAULT AND REMEDIES

17.1 Default. Each of the following events is an “**Event of Default**” (herein so called, and also sometimes referred to as “**Default**”) by Tenant under this Lease:

(a) Failure by Tenant to pay any sums of money stipulated in this Lease to be paid by Tenant and such failure continues for ten (10) days after Landlord gives written notice to Tenant of such failure.

(b) Tenant makes a Transfer in violation of the terms of this Lease which is not cured within thirty (30) days after written notice from Landlord; provided, no such notice and cure right shall be afforded to Tenant in the event of a Transfer to a Prohibited Transferee.

(c) Tenant breaches Section 7.5, Article IV, or Article X hereof and such breach continues for ten (10) days after Landlord gives Tenant written notice of such breach.

(d) Failure by Tenant to perform or observe any of the terms, covenants, conditions, agreements and provisions of this Lease (other than as set forth in this Section 17.1) and such failure continues for a period of thirty (30) days after notice has been delivered to Tenant; provided however, that if any such failure (other than a failure involving payment of liquidated sums of money) cannot reasonably be cured within the thirty (30) day period, then such thirty (30) period will be extended if Tenant has commenced to cure such failure after the effective

date of the notice and within the thirty (30) day period and proceeds in good faith, continuously, and with due diligence to remedy and correct any such failure, but in no event will such period be extended by more than an additional one hundred fifty (150) days.

(e) An event of default occurs after any applicable grace, notice and/or cure periods under the MDA prior to Completion of Construction of the Phase to which such default applies, and Landlord's remedies with respect to such default shall only apply to the Phase subject to such default.

(f) The initiation of any proceeding whereupon the Leasehold Estate, or any portion thereof, or this Lease is levied upon or attached if such proceeding is not vacated, discharged or bonded within sixty (60) days after the date of such levy or attachment.

(g) The entry of any decree or order for relief by a court having jurisdiction in respect of Tenant in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or for any substantial part of the assets of Tenant, or the entry of any decree or order with respect to winding-up or liquidation of the affairs of Tenant, if any such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days.

(h) The commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Tenant to the appointment of or possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Tenant or for any substantial part of the assets of Tenant, or any assignment made by Tenant for the benefit of creditors.

(i) Tenant submits to Landlord any intentionally materially false information on any document required to be given by Tenant to Landlord, provided that, after completion of construction of a Phase, Landlord's remedies with respect to such default shall only apply to a Master Unit which is the subject of such submittal.

(j) Abandonment by Tenant, provided that, after completion of construction of a Phase, Landlord's remedies with respect to such default shall only apply to a Master Unit which is the subject of such abandonment, for a period of thirty (30) consecutive days or more, except in connection with Force Majeure.

17.2 Remedies. Subject to the provisions of Section 16.4, upon the occurrence of an Event of Default, Landlord will have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(a) Subject to Section 11.3(c), Landlord may terminate this Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender the Property to Landlord and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Tenant and any other Person who may be occupying the Property,

or any part thereof, by force, if necessary, without having any civil or criminal liability therefor, and Tenant hereby agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, specifically including, but not limited to, any increase in insurance premiums caused by the vacancy of the Property. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(b) Subject to Section 11.3(c), Landlord may enter upon and take possession of the Property and expel or remove Tenant or any other Person who may be occupying the Property, or any part thereof, without having any civil or criminal liability therefor; and without terminating this Lease, Landlord may (but shall be under no obligation to) relet the Property for the account of Tenant, in the name of Tenant or Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Landlord in its absolute discretion may determine and Landlord may collect and receive any rents payable by reason of such reletting. No such re-entry or taking of possession of the Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant in accordance with the terms of this Lease. No repossession of or re-entering on the Property or any part thereof pursuant to this Section 17.2(b) or otherwise and no reletting of the Property or any part thereof pursuant to this Section 17.2(b) shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering.

(c) Enter upon the Property, without having any civil or criminal liability therefor, and, with or without such entry upon the Property, do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease with interest from the date incurred until payment at the Delinquency Interest Rate and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) At any time or from time to time after the repossession of the Property or any part thereof pursuant to this Section 17.2, and whether or not this Lease shall have been terminated pursuant to Section 17.1 hereof, Landlord may at its option (a) repair or alter the Property in such manner as Landlord may deem necessary or advisable so as to put the Property in good order and make the same rentable, and (b) relet or operate the Property or any part thereof for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the remainder of the Term) on such conditions (which may include concessions or free rent) and for such uses as Landlord in its discretion may determine, and may collect and receive the rents therefor. All costs and expenses incurred by Landlord in the exercise of its right to reenter and to relet the Property, or any part thereof, including, without limitation, attorneys' fees, construction and alteration costs, brokerage fees and all such similar and dissimilar expenses, shall be charged to Tenant and shall be and become the due obligation of Tenant to pay Landlord, as additional Rent hereunder. All rental and other sums collected by



Landlord during any period of reletting of the Property shall be and remain the property of Landlord and the total collected amount thereof, to the extent it exceeds the sum of all costs and expenses incurred in reletting as aforesaid, is herein defined as the “**Reletting Proceeds**”. The Reletting Proceeds shall be, and remain, the property of Landlord and Tenant shall have no claim to the Reletting Proceeds, other than as a credit against amounts owing from Tenant under this Lease. Landlord shall not be responsible or liable for any failure to relet the Property or any part thereof or for any failure to collect any rent due upon any such reletting. No repossession of the Property by Landlord shall be construed as an election to terminate this Lease and the Term herein demised unless, in conjunction therewith, a written notice of termination evidencing such intention is given to Tenant as provided in Section 17.2(a) hereof.

(e) No termination of this Lease pursuant to Section 17.2(a) hereof or by operation of law or otherwise (except as expressly provided herein) and no repossession of the Property or any part thereof pursuant to Section 17.2(b) hereof or otherwise, shall relieve Tenant of its liability and obligations hereunder, all of which shall survive such termination or repossession. Landlord shall be entitled, at its election, to sue for and receive each increment of Rent and other amounts as and when the same shall become due, irrespective of whether Landlord shall have terminated this Lease or reentered and relet the Property or any portion thereof, provided only that in the event of reletting, Tenant shall be entitled to a credit for the Reletting Proceeds, if any, up to the amount of Rent that would otherwise have been due from Tenant to Landlord hereunder.

(f) Upon the happening of an Event of Default and in the event Landlord shall elect to terminate this Lease, and at Landlord’s sole election, Landlord may demand and Tenant hereby promises to pay, as full liquidated damages for Tenant’s default to Landlord and not as a penalty, a sum, without offset, credit or reduction except as herein provided, equal to the full amount of Rent and other amounts which would have been payable to Landlord by Tenant for the balance of the Term remaining from and after the date of termination to the date set for the normal expiration of the Term less fair market rental value of the Property, said sums to be discounted to then present value at the rate of the discount rate of the Federal Reserve Bank of Dallas at the time of award. In determining said amount, and giving due regard to the fact that Rent is determinable on a year to year basis, Rent for the balance of the Term remaining but for such termination shall be the sum determined by adding the sum of all (i) Base Rent for each Lease Year to the end of the Term increasing for every Lease Year at the average per-year increase to the date of termination, (ii) Percentage Rent based on the average Percentage Rent previously paid during the Term, plus (iii) to the extent not taken into account in determination of fair market rental value of the Property above, the Project Operating Costs for the full Lease Year preceding the Lease Year in which termination occurs times the number of full Lease Years then remaining in the Term, plus (iv) to the extent not taken into account in determination of fair market rental value of the Property above, other components of Rent that have been paid annualized for the remaining Lease Years in the Term. Landlord and Tenant acknowledge that actual damages are extremely difficult, if not impossible, to ascertain, and such sum is a reasonable pre-estimate of Landlord’s probable loss.

(g) Notwithstanding any provision of this Lease to the contrary, if an Event of Default occurs with respect to Section 19.24 or Section 19.25 below, Landlord's sole and exclusive remedy for such Event of Default shall be the pursuit of specific performance.

17.3 Payment by Tenant. Tenant shall pay to Landlord, with interest from the date incurred until payment at the Delinquency Interest Rate, all costs and expenses incurred by Landlord as a result of an Event of Default, including court costs and attorneys' fees in (a) retaking or otherwise obtaining possession of the Property under this Lease, (b) removing and storing Personal Property, (c) repairing or restoring the Improvements and/or Project Related Improvements to the condition in which Tenant is required to deliver the Improvements and Project Related Improvements at the end of the Term, (d) paying or performing the underlying obligation that gave rise to the subject default and that Tenant failed to pay or perform and (e) enforcing any of Landlord's rights and remedies under this Lease, at law or in equity arising as a consequence of the Event of Default.

17.4 Other Remedies. Any termination of this Lease as provided in this Article XVII will not relieve Tenant from the payment of any sum or sums that are due and payable to Landlord under this Lease, at law and in equity at the time of termination, or any claim for damages then or previously accruing against Tenant under this Lease, at law or in equity, and any such termination will not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by this Lease, at law or in equity, or from recovering damages from Tenant for any Event of Default under this Lease. All rights, options, and remedies of Landlord contained in this Lease will be construed and held to be cumulative, and no one of them will be exclusive of the other, and Landlord will have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.

17.5 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 Lease will 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 will 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 will not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

17.6 Attorneys' Fees and Interest. If any legal action is brought by Landlord because of a breach of this Lease or to enforce any provision of this Lease, Landlord will be entitled to attorneys' fees and such other costs as may be found by the court. If Tenant fails to pay any amount under this Lease when it is due, that amount will bear interest from the date it is due (or, if not a regularly scheduled payment, then from the date of receipt by Tenant of written demand) until the date it is paid at the Delinquency Interest Rate

17.7 Lien. Landlord hereby reserves and Tenant hereby grants to Landlord a continuing lien in the nature of a mortgage lien on the Leasehold Estate to secure payment of all of Tenant's obligations under this Lease. If there shall occur an Event of Default, Landlord shall be entitled to record a notice of lien ("**Notice of Lien**") in the Real Property Records, which shall be limited to the Master Unit actually in Default after Completion of Construction of such Master Unit, setting forth the amount due and payable and Landlord shall thereafter be entitled to foreclose the lien with respect to such amount as set forth in the recorded Notice of Lien, together with interest thereon in the same manner as the foreclosure of mortgage liens under the

laws of the State of Texas, and recover all such amounts, together with attorneys' fees and expenses and court costs incurred in connection with the enforcement of such lien and the collection of such unpaid amount. The lien hereinabove provided shall have priority from the date and time that a notice of lien as aforesaid is filed for record in the Real Property Records. Notwithstanding the foregoing, the above described lien shall not have priority over any Leasehold Mortgage lien on the Property recorded in the Real Property Records prior to the recording of the Notice of Lien. The landlord's lien granted to Landlord in this Section 17.7 and pursuant to the Texas Property Code will be subject and subordinate to any such Leasehold Mortgages. At Tenant's prior written request and at Tenant's sole cost and expense, Landlord will execute additional documentation acceptable to Landlord and a Leasehold Mortgagee evidencing such subordination.

**17.8 Liquidated Damages. Tenant and Landlord hereby acknowledge and agree that Landlord's actual damages in the event of any of the breaches of this Leases referenced in Sections 3.7(b), 4.6(b), 4.6(c), 4.6(d), 7.6(h) and 17.2(f) by Tenant would be extremely difficult or impossible to determine, that the amount of the damages set forth therein is the parties' reasonable, best and most accurate estimate of the damages Landlord would suffer in the event of such breaches, and that such estimate is reasonable under the circumstances existing on the Commencement Date of this Lease. The payment of any such amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Landlord.**

#### ARTICLE XVIII. LIMITATION OF LANDLORD'S LIABILITY

18.1 Landlord. The term "**Landlord**" is limited to mean and include only the owner at the time in question of the Fee Estate. In the event of any Transfer of the title to the Fee Estate, the Landlord herein named (and in case of any subsequent Transfers, the then transferor) shall be automatically freed and relieved from and after the date of such Transfer from all obligations on the part of Landlord contained in this Lease to be performed with respect to the period after the date of such Transfer, provided that such grantee shall assume all of the terms, covenants and conditions in this Lease contained on the part of Landlord thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of the Fee Estate in the Property.

18.2 Landlord's Liability. Notwithstanding anything to the contrary provided in this Lease, neither Landlord nor Landlord's Affiliates shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach or default with respect to its obligations or otherwise, Tenant shall look solely to Landlord's Fee Estate for the satisfaction of Tenant's remedies; provided that in no event shall Landlord's exposure ever exceed the then unencumbered fair market value of Landlord's Fee Estate. In no event whatsoever shall Landlord or Landlord's Affiliates be responsible for any special, indirect, treble, consequential, punitive, or exemplary damages suffered or incurred by Tenant, including, without limitation, on account of lost profits or the interruption of Tenant's business. Nothing herein, however, shall be deemed to restrict or prohibit Tenant from seeking injunctive or any other equitable relief or

judgment in connection with Landlord's breach of this Lease. Further, nothing in this Section 18.2 provides Tenant with the right to offset against Rent becoming due under this Lease.

ARTICLE XIX.  
MISCELLANEOUS

19.1 No Partnership or Joint Venture. The relationship between Landlord and Tenant at all times will remain solely that of landlord and tenant and will not be deemed a partnership or a joint venture.

19.2 Estoppel Certificates. Upon thirty (30) days' prior written notice not more than two (2) times in any Lease Year per Master Unit, Landlord and Tenant each agree to sign and deliver to the other party a certificate in the form attached hereto as Exhibit O. 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 or providing Financing in accordance with the terms of this 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.

19.3 Time Is of the Essence. Time is of the essence for each provision of this Lease for which time is an element.

19.4 Delivery of Notices. Formal notices, demands and communications between the parties must be in writing and 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:

Tenant: 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: c/o Columbus Realty Partners, Ltd.  
8343 Douglas Avenue, Suite 360  
Dallas, TX 75225  
Attention: Robert Shaw

with a copy to: Lionstone Investments  
100 Waugh Drive, Suite 600  
Houston, Texas 77007  
Attention: John Schaefer

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

with a copy to: Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
Attention: Mike McWilliams

with a copy to: Jackson Walker LLP  
1401 McKinney Street, Suite 1900  
Houston, Texas 77010  
Attention: Kurt D. Nondorf

Landlord: 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.

19.5 Parties Bound. This Lease will be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

19.6 Severability. If any terms or provisions of this Lease or the application of any terms or provisions of this Lease to a particular situation, are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease or the application of

such terms or provisions of this Lease to other situations, will 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 Landlord or Tenant of material benefits derived from this Lease, or make performance under this Lease unreasonably difficult, then Landlord and Tenant will meet and confer and will make good faith efforts to amend or modify this Lease in a manner that is mutually acceptable to Landlord and Tenant.

19.7 Entire Agreement; Prior Agreements Superseded. This Lease (including the Recitals hereto and the Exhibits attached hereto), together with any written modifications or amendments to this Lease hereafter entered into, embodies the complete and entire agreement between the parties relative to the subject matter hereof and constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease; provided, however, that this Lease does not supersede the MDA.

19.8 Amendment. No amendment, modification, or alteration of the terms of this Lease will be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

19.9 Merger. There will be no merger of this Lease or of the Leasehold Estate by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, in whole or in part, (a) this Lease or the Leasehold Estate or any interest in this Lease or such Leasehold Estate, or (b) any right, title or interest in the Property.

19.10 Construction of Agreement. This Lease has been reviewed and revised by legal counsel for both Tenant and Landlord, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Lease.

19.11 No Third Party Beneficiaries. Landlord and Tenant hereby renounce the existence of any third party beneficiary to this Lease and agree that nothing contained herein will be construed as giving any other Person third party beneficiary status; provided, however, that Capital Metro is deemed a third-party beneficiary where references in this Lease are to Capital Metro and Landlord's lenders and Leasehold Mortgagees are deemed third-party beneficiaries of Article XV hereof.

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

19.13 Time of Performance. All performance dates (including cure dates) expire at 5:00 p.m. Central Standard or Daylight Time, as then applicable, 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.

19.14 Manner of Payment. All Rent and other sums payable to Landlord must be paid in the lawful money of the United States of America at the time of payment to Landlord at Landlord's address for notices as set forth herein, or at such other address as may be designated by Landlord.

19.15 Landlord Consents and Approvals. Unless expressly stated otherwise herein (e.g., in instances where Landlord is authorized to exercise Landlord's Permitted Discretion, which shall be governed by the following provisions of this Section 19.15), Landlord's consent or approval (or similar action) shall be in Landlord's sole and absolute discretion. Unless expressly stated otherwise in this Section 19.15 to the contrary, any approval, agreement, clarification, determination, consent, waiver, estoppel certificate, estimate or joinder by Capital Metro, as Landlord under this Lease, 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, as Landlord under this Lease, does not have the authority to execute any substantial modification or amendment of this Lease without approval of the Board of Directors of Capital Metro. As used herein, "**Landlord's Permitted Discretion**" means: (a) if (i) Legal Requirements applicable to decisions made by Landlord 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 Lease and not a clarification or minor amendment or modification, then the sole and absolute discretion of the Board of Directors; (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; and (c) if Capital Metro is no longer Landlord, in the reasonable discretion of Landlord.

19.16 Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of Landlord and Tenant, errors are made in this Lease 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 Lease 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 Lease.

19.17 Memorandum. Landlord and Tenant shall execute a "**Memorandum of Lease**" (herein so called) at the same time as they execute this Lease in the form attached as Exhibit J. The Memorandum of Lease will be recorded in the Real Property Records. This Lease, and not the Memorandum of Lease, is what creates the Leasehold Estate and whether the Lease is terminated or expires is governed by the terms of this Lease. Upon the expiration or earlier termination of this Lease, Tenant agrees to execute, acknowledge and deliver to Landlord an appropriate instrument in writing releasing and reconveying to Landlord all of Tenant's right, title and interest in and to the Property. Landlord is hereby irrevocably vested with full power and authority as attorney in fact for Tenant and in Tenant's name, place and stead (which shall be deemed to be coupled with an interest and irrevocable), to execute such instrument releasing Tenant's interest under this Lease following the expiration or earlier termination of this Lease; provided, however, that Landlord shall not exercise such power and authority until Tenant fails to execute such a release within thirty (30) days after Landlord's request for the same. In no event shall this Lease be recorded in the Real Property Records without Landlord's and Tenant's consent, in their sole discretion.

**19.18 LANDLORD'S REGULATORY CAPACITY VERSUS LANDOWNER CAPACITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED**

IN THIS LEASE, LANDLORD IS EXECUTING THIS LEASE SOLELY IN ITS CAPACITY AS AN OWNER OF THE LAND (E.G., THE RIGHTS AND OBLIGATIONS OF LANDLORD WILL NOT BE MORE THAN THOSE OF A PRIVATE LANDOWNER) AND NOT IN ITS CAPACITY AS A REGULATORY BODY (E.G., REGULATORY APPROVALS OR IN ANY OTHER REGULATORY CAPACITY). FURTHER, SUBJECT TO THE PROVISIONS OF SECTIONS 19.21 AND 19.22 BELOW, TENANT SPECIFICALLY ACKNOWLEDGES THAT THE LANDLORD CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE OF ITS SOVEREIGN OR GOVERNMENTAL POWERS.

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

19.20 Venue. The obligations of the parties hereto are and will be performable in Travis County, Texas, and the exclusive venue for any action brought with respect hereto shall lie in Travis County, Texas. By executing this Lease, each party hereto expressly (a) consents and submits to personal jurisdiction consistent with the previous sentence, (b) waives, to the fullest extent permitted by applicable laws, any claim or defense that such venue is not proper or convenient, and (c) consents to the service of process in any manner authorized by Texas law.

19.21 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 19.22 BELOW.

19.22 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 TENANT SEEKING ONLY THE REMEDIES SPECIFIED IN THIS LEASE AS A RESULT OF A DEFAULT BY CAPITAL METRO UNDER THIS LEASE 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 LEASE AS A RESULT OF A DEFAULT BY CAPITAL METRO UNDER THIS LEASE 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 LEASE 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.**

19.23 Force Majeure. Landlord and Tenant shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by civil disturbance, war, war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty or acts of God (“**Force Majeure**”). Notwithstanding the foregoing: (i) nothing contained in this Section 19.23 shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease; and (ii) with respect to satisfying any Milestone Deadline, no delay under this Section 19.23 shall be permitted except in connection with actual delay in achieving the Milestone by the Milestone Deadline due to (x) a fire or other casualty to the Improvements or Property, or (y) a delay in completion of Tenant’s Required Existing Remedial Work resulting from discovery of one or more underground storage tanks which contain or have released Hazardous Materials, ground water contaminated with Hazardous Materials, or other contamination of the Property with Hazardous Materials requiring Remedial Work not reasonably anticipated under the Project VCP Documents, and, in each case, not known to Tenant as of the date of this Lease.

19.24 Conflict of Interest. Tenant shall establish, and at all times maintain and enforce, a written code or standards of conduct with respect to the Project that complies in all respects with the following, which code or standards of conduct must prohibit both real and apparent personal conflicts of interest and establish procedures for identifying and preventing conflicts of interest:

(a) Applies to the following individuals who have, at the time in question, a financial interest, or other significant interest (such as a present or potential employment interest) in the selection, award, or administration of third party contracts or subcontracts:

(i) The officers, employees or board members of Tenant engaged in the selection, award, or administration of any third party agreement with respect to the Project;

(ii) The immediate family members or family partners of those listed above in Section 19.24(a)(i); and

(iii) An entity or organization that employs or is about to employ a person listed above in Section 19.24(a)(i);

(b) Prohibits those individuals listed above in Section 19.24(a) from the following:

(i) Engaging in any activities involving Tenant and any of its present or prospective third party contractors or subcontractors, including selection, award, or administration of a third party contract or subcontract in which the individual has a present or potential financial or other significant interest, unless such activity is entered into on terms representative of market transactions in an arms-length transaction, and

(ii) Accepting a gratuity, favor, or any other gift of monetary value from a present or prospective third party contractor or subcontractor providing or seeking to provide services for the Project, unless the gift is unsolicited, and has an insubstantial financial or nominal intrinsic value; and

(c) Establishes penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in Section 19.24(a) in connection with their interactions with Tenant's third party contractors and subcontractors.

19.25 Suspension and Debarment. Tenant certifies that it is not currently debarred, suspended or otherwise excluded from receiving federal funds from any federal department or agency of the United States. Tenant agrees that it shall use all commercially reasonable efforts to (a) refrain from entering into any contract of any kind and of any amount to a debarred or suspended subcontractor, and (b) obtain verification from any contractors seeking a contract exceeding \$25,000.00. Tenant must verify that each entity seeking a contract in excess of \$25,000.00 is not debarred, suspended or otherwise excluded from receiving federal funds, and Tenant shall maintain for a period of one (1) year documentation of verification of compliance and make available such documentation to Landlord upon request. The verification may be accomplished by (1) checking the System for Award Management (SAM) maintained by the U.S. General Services Administration (GSA) and available at [www.sam.gov/portal/sam/#1](http://www.sam.gov/portal/sam/#1), or (2) collecting certification from the entity. Tenant also agrees to include these requirements in each contract or subcontract exceeding \$25,000.00.

[End of Text – Signatures on Following Pages]

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

LANDLORD:

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

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

APPROVED AS TO FORM:

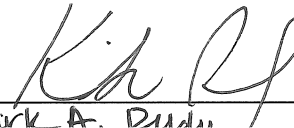
By: *Kerri L. Butcher*  
Kerri L. Butcher, Chief Counsel

[Signature Block Continues on Following Page]

TENANT:

**PLAZA SALTILLO TOD, LP**, a Delaware  
limited partnership

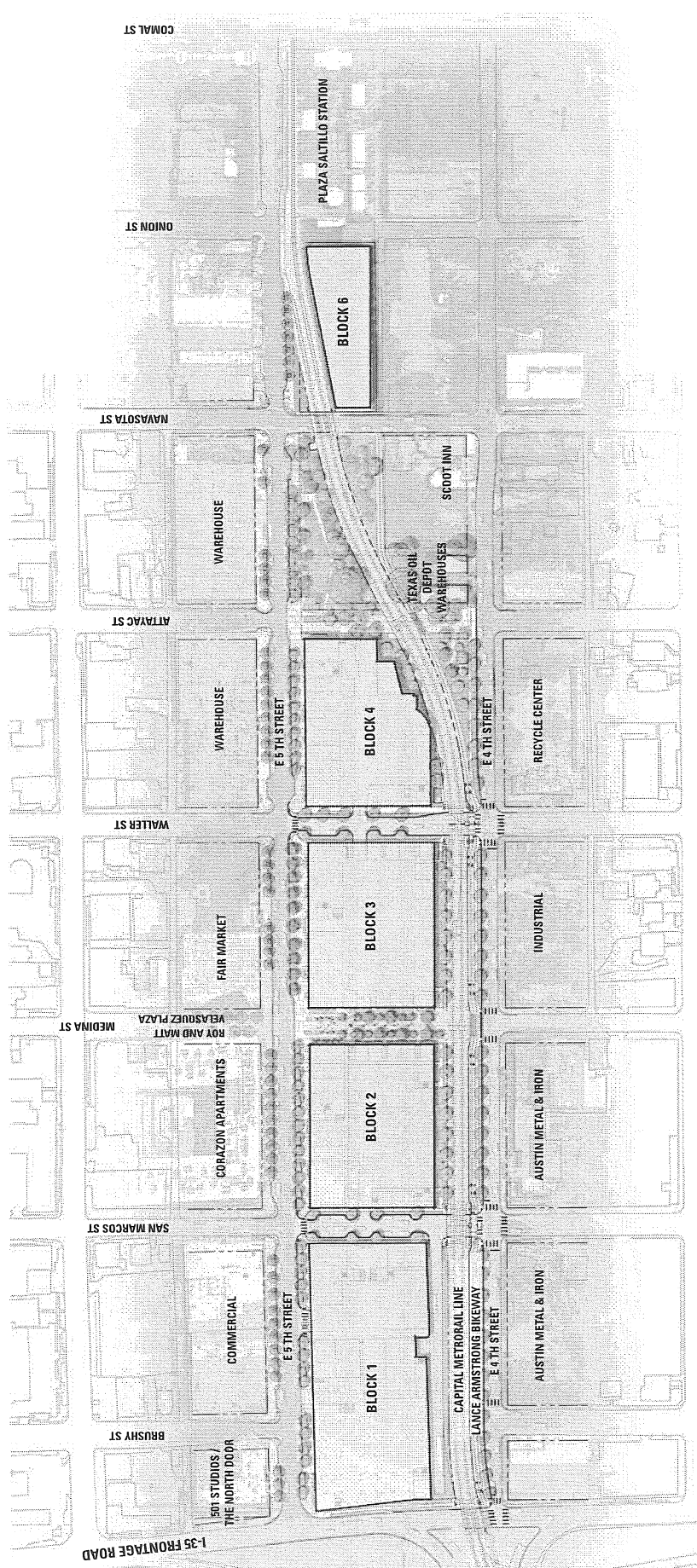
By: COL-E Saltillo GP, LLC, a Texas limited  
liability company, its general partner

By:   
Name: Kirk A. Rudy  
Title: EVP

**EXHIBIT A**

Plaza Saltillo

[Attached]



# OVERALL SITE PLAN

Austin, TX



**ENDEAVOR COLUMBUS BURY JHP**

REALTY PARTNERS, LTD.

Michael Ho  
Office Of Architecture

T B G



**EXHIBIT B**

Land

[Attached]

## FIELD NOTES FOR 5.945 ACRES OF LAND

DESCRIPTION OF 5.945 ACRES (258,971 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 5.945 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 44 and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 4 tract and the west line of Waller Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,927.21, E=3,117,969.39, from which a 1/2" iron rod found at the southeast corner of said Lot 44 and said CapMetro Parcel 4 tract, same being in the north line of Fourth Street, bears S20°45'53"W 43.86 feet;

THENCE, with the south line of this tract, the following twenty-six (26) courses, numbered 1 through 28:

1. crossing said Lot 44 and said CapMetro Parcel 4 tract, N69°14'07"W 3.39 feet to a 1/2" iron rod set with a plastic cap;
2. crossing said Lot 44 and said CapMetro Parcel 4 tract, S20°45'53"W 3.87 feet to a 1/2" iron rod set with a plastic cap;
3. crossing said Lots 44 through 34 and said CapMetro Parcel 4 tract, N69°21'54"W 253.77 feet to a 1/2" iron rod set with a plastic cap;
4. crossing said Lot 34 and said CapMetro Parcel 4 tract, N20°38'06"E 14.00 feet to a 1/2" iron rod set with a plastic cap;
5. crossing said Lot 34 and said CapMetro Parcel 4 tract, N69°21'54"W 12.09 feet to a 1/2" iron rod set with a plastic cap;



5.945 AC.

6. crossing said Lot 34 and said CapMetro Parcel 4 tract,  $S20^{\circ}38'06''W$  14.00 feet to a 1/2" iron rod set with a plastic cap;
7. crossing said Lot 34 and said CapMetro Parcel 4 tract,  $N69^{\circ}21'54''W$  12.01 feet to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 34 and said CapMetro Parcel 4 tract and the east line of Medina Street;
8. with the west line of said Lot 34 and said CapMetro Parcel 4 tract and the east line of Medina Street,  $N20^{\circ}45'15''E$  60.00 feet to a 1/2" iron rod with a plastic cap at the northwest corner of said Lot 34;
9. with a north line of Medina Street,  $N69^{\circ}21'54''W$  60.00 feet to a 1/2" iron rod 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;
10. with the east line of said Lot 33 and said CapMetro Parcel 3 tract and the west line of Medina Street,  $S20^{\circ}45'15''W$  60.00 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 33 and said CapMetro Parcel 3 tract, bears  $S20^{\circ}45'15''W$  40.00 feet;
11. crossing said Lots 33 through 24 and said CapMetro Parcel 3 tract,  $N69^{\circ}21'54''W$  239.89 feet to a 1/2" iron rod set with a plastic cap;
12. crossing said Lot 24 and said CapMetro Parcel 3 tract,  $N20^{\circ}38'06''E$  16.00 feet to a 1/2" iron rod set with a plastic cap;
13. crossing said Lots 24 and 23 and said CapMetro Parcel 3 tract,  $N69^{\circ}21'54''W$  28.02 feet to a 1/2" iron rod set with a plastic cap;
14. crossing said Lot 23 and said CapMetro Parcel 3 tract,  $S20^{\circ}38'06''W$  13.33 feet to a 1/2" iron rod set with a plastic cap;
15. crossing said Lot 23 and said CapMetro Parcel 3 tract,  $N69^{\circ}21'54''W$  12.00 feet to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 23 and said Parcel 3 tract and the east line of San Marcos Street;
16. with the west line of said Lot 23 and said CapMetro Parcel 3 tract and the east line of San Marcos Street,  $N20^{\circ}45'15''E$  57.33 feet to a 1/2" iron rod with a plastic cap at the northwest corner of said Lot 23;
17. with a north line of San Marcos Street,  $N69^{\circ}21'54''W$  59.64 feet to a 1/2" iron rod 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;
18. with the east line of said Lot 22 and said CapMetro Parcel 2 tract and the west line of San Marcos Street,  $S20^{\circ}45'15''W$  57.33 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 22 and said CapMetro Parcel 2 tract, same being in the north line of Fourth Street, bears  $S20^{\circ}45'15''W$  42.67 feet;

5.945 AC.

19. crossing said Lot 22 and said CapMetro Parcel 2 tract, **N69°21'54"W 3.32 feet** to a 1/2" iron rod set with a plastic cap;
20. crossing said Lot 22 and said CapMetro Parcel 2 tract, **S20°38'06"W 2.67 feet** to a 1/2" iron rod set with a plastic cap;
21. crossing said Lots 22 through 12 and said CapMetro Parcel 2 tract, **N69°21'54"W 271.83 feet** to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 12 and said CapMetro Parcel 2 tract and the east line of Brushy Street;
22. **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 said Lot 11, from which 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, bears **S20°39'26"W 39.32 feet**;
23. crossing said Lots 11 through 9 and said CapMetro Parcel 1 tract, with a curve to the left, whose intersection angle is **05°32'15"**, radius is **749.81 feet**, an arc distance of **72.47 feet**, the chord of which bears **N74°17'55"W 72.44 feet** to a 1/2" iron rod set with a plastic cap;
24. crossing said Lot 9 and said CapMetro Parcel 1 tract, **N12°03'50"E 13.58 feet** to a 1/2" iron rod set with a plastic cap;
25. crossing said Lots 9 and 8 and said CapMetro Parcel 1 tract, **N69°21'54"W 17.77 feet** to a 1/2" iron rod set with a plastic cap;
26. crossing said Lot 8 and said CapMetro Parcel 1 tract, **N71°19'58"W 8.01 feet** to a 1/2" iron rod set at the southwest corner of this tract, same being in the west line of said Lot 8 and the west line of the remainder of CapMetro Parcel 1 tract and the east line of 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 38.20 feet** to a 1/2" iron rod found;
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,

5.945 AC.

- 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;

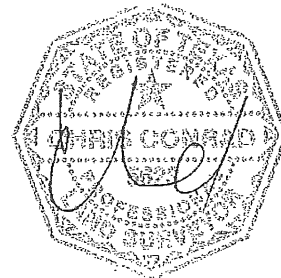
THENCE, with the east line of this tract and said CapMetro Parcel 4 tract and the west line of Waller Street, S20°45'53"W 238.58 feet to the POINT OF BEGINNING and containing 5.945 acres, more or less, within these metes and bounds.

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



*Chris Conrad*

01/06/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

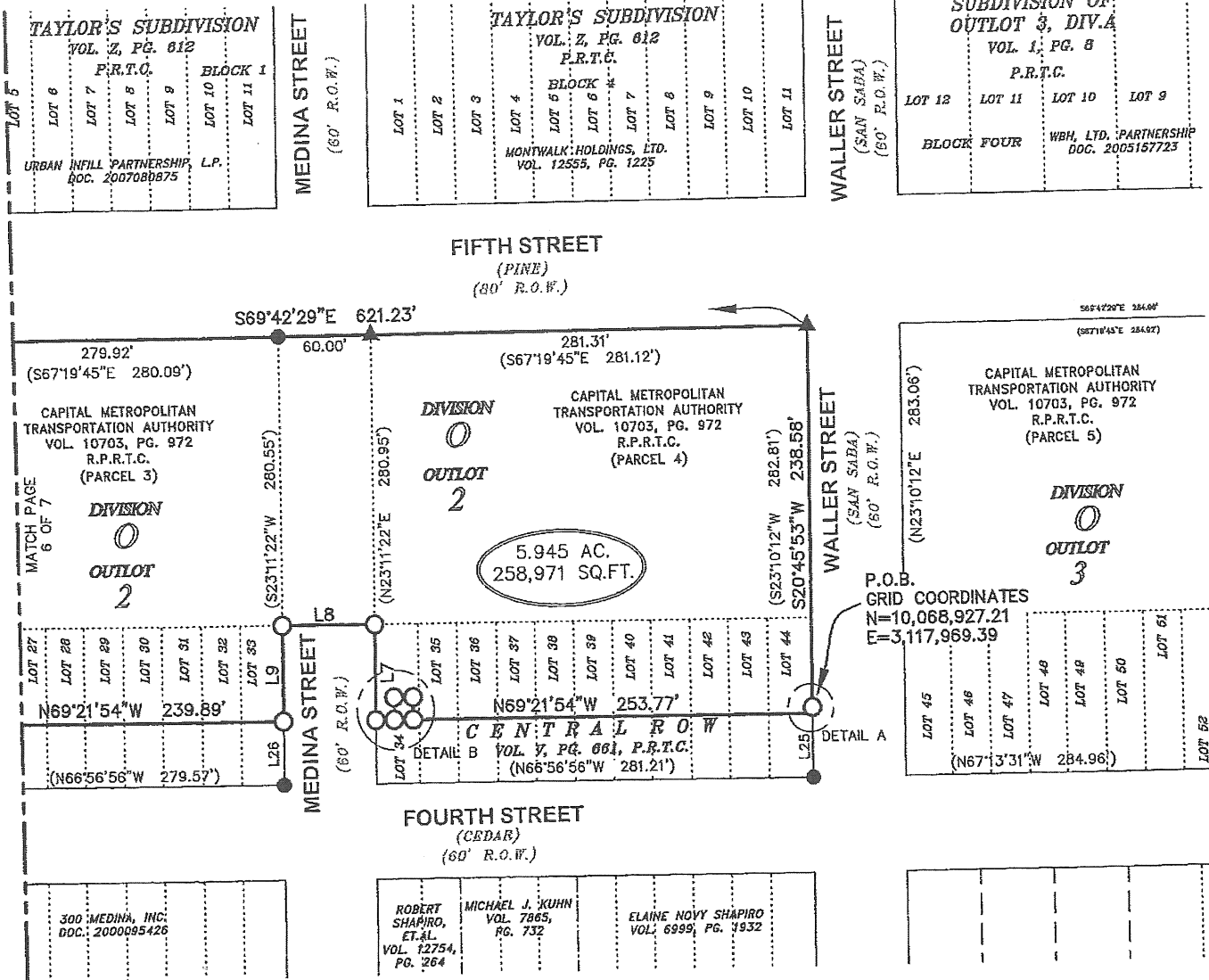
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Tract 1 Rev  
 Issued 12/10/15; Revised 01/06/16

AUSTIN GRID J-22

CMTA

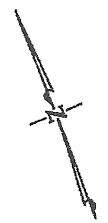
SKETCH TO ACCOMPANY DESCRIPTION OF 5.945 AC. OR 258,971 SQ. FT.  
OF LAND OUT OF LOTS 8-44, CENTRAL ROW, AND OUT OF  
OUTLOTS 1 AND 2, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	72.47	749.81	05°32'15"	36.26	N74°17'55"W	72.44

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39	L15	N69°21'54"W	59.64
L2	S20°45'53"W	3.87	L16	S20°45'15"W	57.33
L3	N20°38'06"E	14.00	L17	N69°21'54"W	3.32
L4	N69°21'54"W	12.09	L18	S20°38'06"W	2.67
L5	S20°38'06"W	14.00	L19	N70°00'48"W	60.00
L6	N69°21'54"W	12.01	L20	N12°03'50"E	13.58
L7	N20°45'15"E	60.00	L21	N69°21'54"W	17.77
L8	N69°21'54"W	60.00	L22	N71°19'58"W	8.01
L9	S20°45'15"W	60.00	L23	N20°37'13"E	38.20
L10	N20°38'06"E	16.00	L24	N20°39'26"E	15.70
L11	N69°21'54"W	28.02	L25	S20°45'53"W	43.86
L12	S20°38'06"W	13.33	L26	S20°45'15"W	40.00
L13	N69°21'54"W	12.00	L27	S20°45'15"W	42.67
L14	N20°45'15"E	57.33	L28	S20°39'26"W	39.32

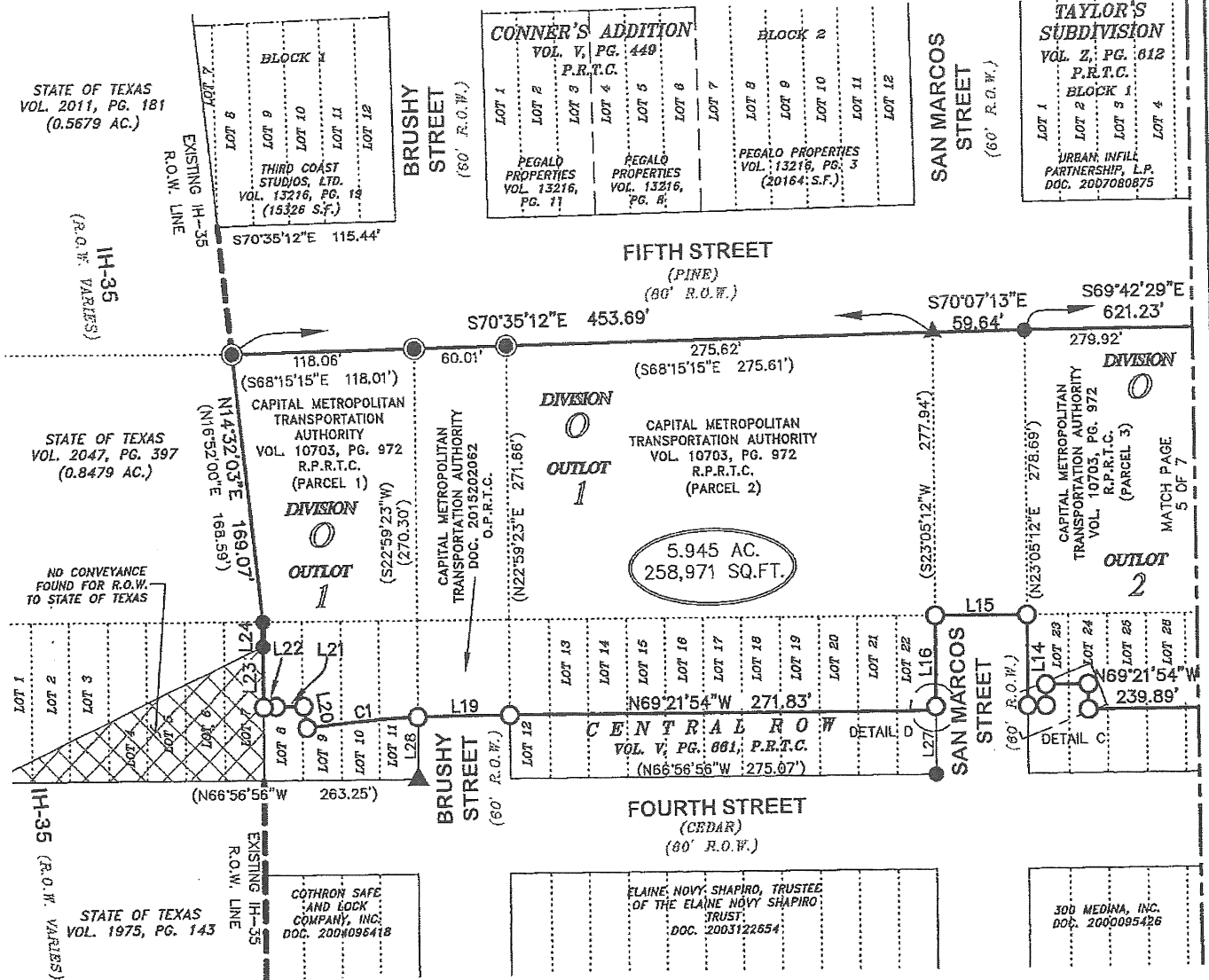
SCALE 1" = 100'



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 5.945 AC. OR 258,971 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.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
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LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39
L2	S20°45'53"W	3.87
L3	N20°38'06"E	14.00
L4	N69°21'54"W	12.09
L5	S20°38'06"W	14.00
L6	N69°21'54"W	12.01
L7	N20°45'15"E	60.00
L8	N69°21'54"W	60.00
L9	S20°45'15"W	60.00
L10	N20°38'06"E	16.00
L11	N69°21'54"W	28.02
L12	S20°38'06"W	13.33
L13	N69°21'54"W	12.00
L14	N20°45'15"E	57.33

LINE TABLE		
LINE	BEARING	LENGTH
L15	N69°21'54"W	59.64
L16	S20°45'15"W	57.33
L17	N69°21'54"W	3.32
L18	S20°38'06"W	2.67
L19	N70°00'48"W	60.00
L20	N12°03'50"E	13.58
L21	N69°21'54"W	17.77
L22	N71°19'58"W	8.01
L23	N20°37'13"E	38.20
L24	N20°39'26"E	15.70
L25	S20°45'53"W	43.86
L26	S20°45'15"W	40.00
L27	S20°45'15"W	42.67
L28	S20°39'26"W	39.32

SCALE 1" = 100'

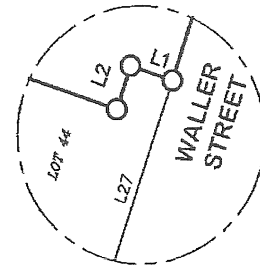
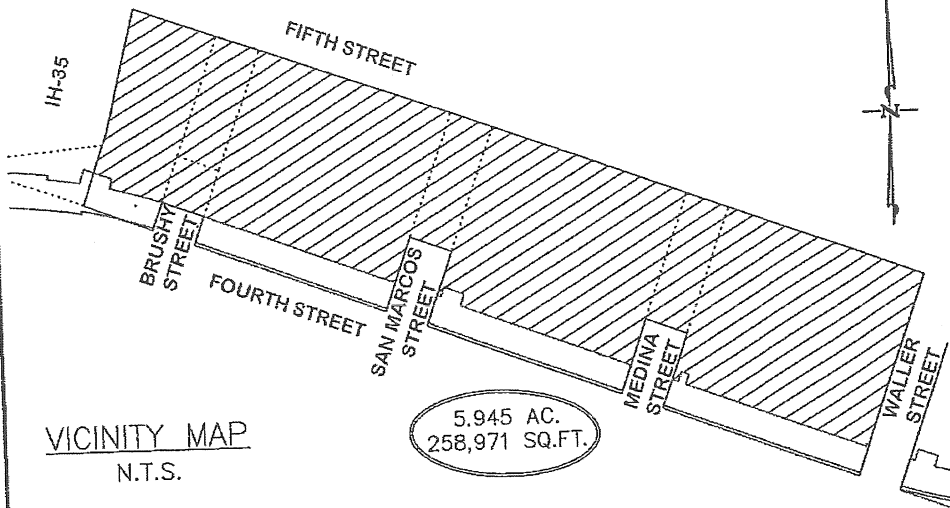


PAGE 6 OF 7 SURVEYED BY:

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

CMTA

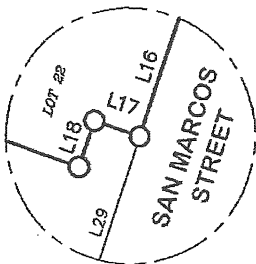
SKETCH TO ACCOMPANY DESCRIPTION OF 5.945 AC. OR 258,971 SQ. FT. OF LAND OUT OF LOTS 8-44, CENTRAL ROW, AND OUT OF OUTLOTS 1 AND 2, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



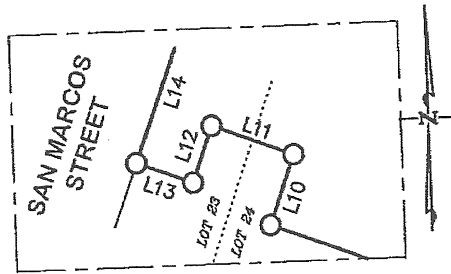
DETAIL A:  
N.T.S.

VICINITY MAP  
N.T.S.

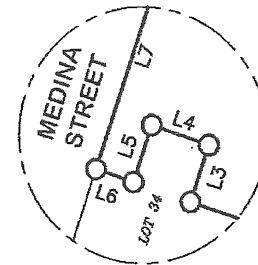
5.945 AC.  
258,971 SQ.FT.



DETAIL D:  
N.T.S.



DETAIL C:  
N.T.S.

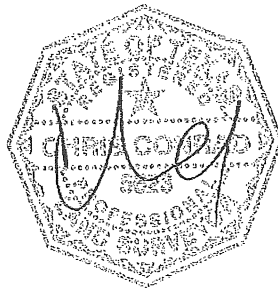


DETAIL B:  
N.T.S.

**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.



*Chris Conrad*

01/06/16

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:

REVISED: 01/06/16  
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

## FIELD NOTES FOR 2.029 ACRES OF LAND

DESCRIPTION OF 2.029 ACRES (88,383 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, AND 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 2.029 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 southwest 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, 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, from which a 1/2" iron rod found at the southwest corner of said Lot 45 and said CapMetro Parcel 5 tract, same being in the north line of Fourth Street, bears S20°45'53"W 43.98 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 238.54 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;

THENCE, with the north line of this tract, said CapMetro Parcel 5 tract, and 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 and said CapMetro Parcel 6 tract and the west line of Navasota Street, S20°45'50"W 22.74 feet to a 1/2" iron rod set with a plastic cap;

THENCE, with the south line of this tract, crossing said CapMetro Parcel 6 and Parcel 5 tract, the following eighteen (18) courses:

1. N80°59'53"W 11.73 feet to a 1/2" iron rod set with a plastic cap;
2. N08°58'22"E 11.34 feet to a 1/2" iron rod set with a plastic cap;

2.029 AC.

3. **N81°01'38"W 12.00 feet** to a 1/2" iron rod set with a plastic cap;
4. **S08°58'22"W 13.51 feet** to a 1/2" iron rod set with a plastic cap;
5. **N82°03'44"W 29.54 feet** to a 1/2" iron rod set with a plastic cap;
6. with a curve to the left, whose intersection angle is **12°26'42"**, radius is **749.81 feet**, an arc distance of **162.86 feet**, the chord of which bears **N89°11'54"W 162.54 feet** to a 1/2" iron rod set with a plastic cap;
7. **S83°16'00"W 50.88 feet** to a 1/2" iron rod set with a plastic cap;
8. **S82°36'06"W 22.47 feet** to a 1/2" iron rod set with a plastic cap;
9. **N07°23'25"W 14.00 feet** to a 1/2" iron rod set with a plastic cap;
10. **S82°36'35"W 12.00 feet** to a 1/2" iron rod set with a plastic cap;
11. **S07°23'25"E 14.01 feet** to a 1/2" iron rod set with a plastic cap;
12. **S82°43'23"W 73.87 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 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 119.63 feet**;
13. **S83°45'09"W 12.41 feet**, to a 1/2" iron rod set with a plastic cap;
14. with a curve to the right, whose intersection angle is **19°41'45"**, radius is **714.36 feet**, an arc distance of **245.57 feet**, the chord of which bears **N86°03'55"W 244.36 feet** to a 1/2" iron rod set with a plastic cap;
15. **N20°38'06"E 14.55 feet** to a 1/2" iron rod set with a plastic cap;
16. **N69°21'54"W 27.97 feet** to a 1/2" iron rod set with a plastic cap;
17. **S20°38'06"W 15.45 feet** to a 1/2" iron rod set with a plastic cap; and
18. **N69°43'23"W 12.04 feet** to the POINT OF BEGINNING and containing 2.029 acres, more or less, within these metes and bounds.



2.029 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".

04/21/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

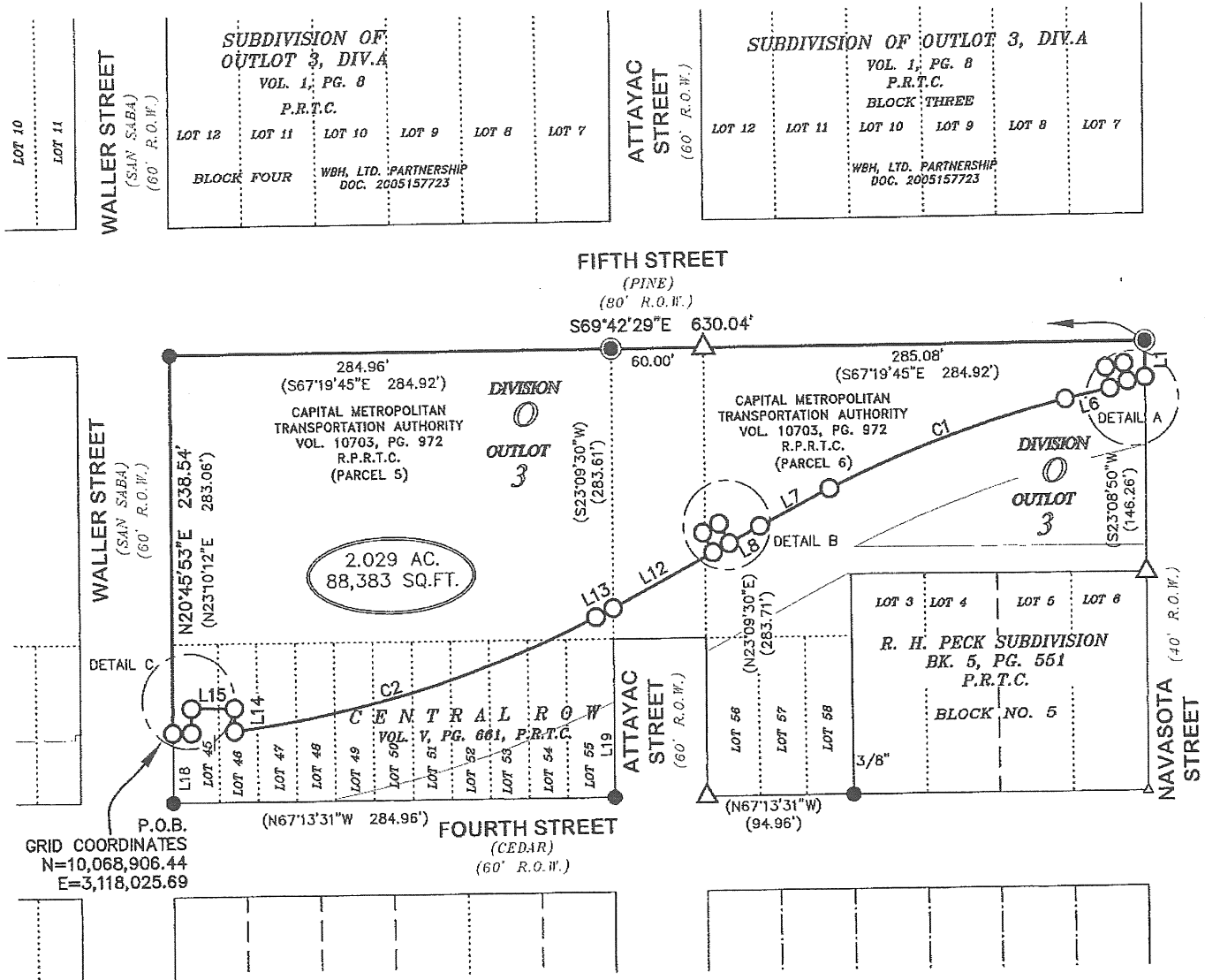
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Tract 2 Rev 3  
Issued 12/10/15, 01/21/16, 02/05/16, 04/21/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 2.029 AC. OR 88,383 SQ. FT.  
OF LAND OUT OF LOTS 45-55, CENTRAL ROW, AND OUT OF  
OUTLOT 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.



P.O.B.  
GRID COORDINATES  
N=10,068,906.44  
E=3,118,025.69

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	162.86	749.81	12°26'42"	81.75	N89°11'54"W	162.54
C2	245.57	714.36	19°41'45"	124.01	N86°03'55"W	244.36

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°45'50"W	22.74
L2	N80°59'53"W	11.73
L3	N08°58'22"E	11.34
L4	N81°01'38"W	12.00
L5	S08°58'22"W	13.51
L6	N82°03'44"W	29.54
L7	S83°16'00"W	50.88
L8	S82°36'06"W	22.47
L9	N07°23'25"W	14.00
L10	S82°36'35"W	12.00

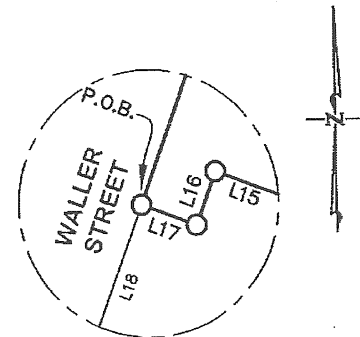
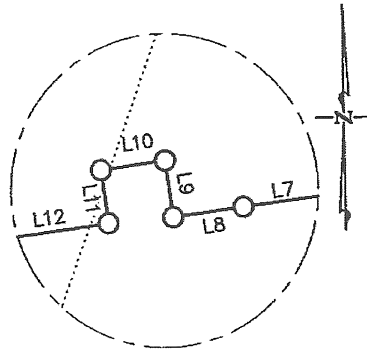
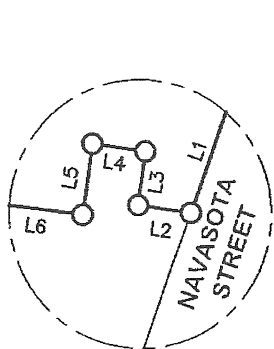
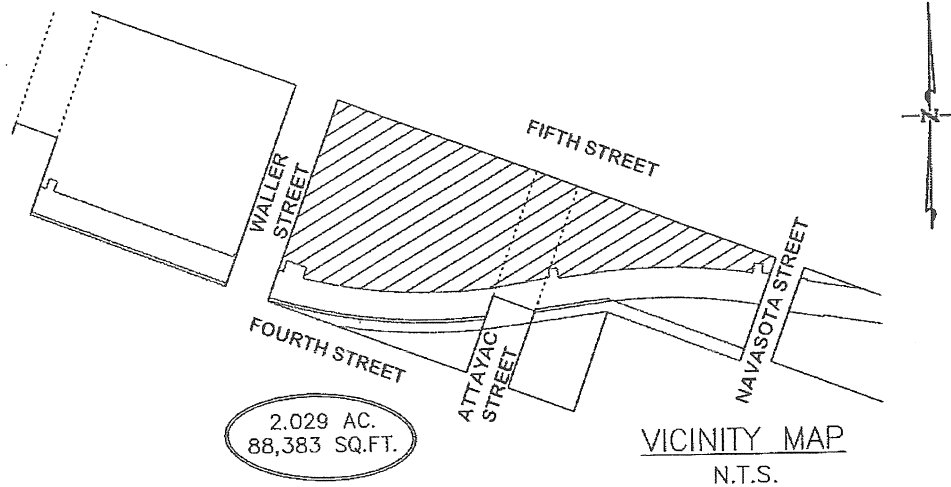
LINE TABLE		
LINE	BEARING	LENGTH
L11	S07°23'25"E	14.01
L12	S82°43'23"W	73.87
L13	S83°45'09"W	12.41
L14	N20°38'06"E	14.55
L15	N69°21'54"W	27.97
L16	S20°38'06"W	15.45
L17	N69°43'23"W	12.04
L18	S20°45'53"W	43.98
L19	S20°45'53"W	119.63

SCALE 1" = 100'

PAGE 4 OF 5  
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 2.029 AC. OR 88,383 SQ. FT. OF LAND OUT OF LOTS 45-55, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, 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

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*

04/21/16

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 SURVEYED BY: REVISION 3: 04/21/2016 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 0.110 OF ONE ACRE OF LAND

DESCRIPTION OF 0.110 OF ONE ACRE (4,804 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 48 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 0.110 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 west corner of this tract, same being in the south line of said Lot 48 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the north line of Fourth Street, from which a 1/2" iron rod found at the southwest corner of Lot 45 in said Central ROW subdivision, and said CapMetro tract, same being in the east line of Waller Street bears  $N69^{\circ}35'57''W$  98.41 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,068,831.01$ ,  $E=3,118,102.34$ ;

THENCE, with the north line of this tract, crossing said Lots 48 through 55 and said CapMetro tract, with a curve to the left, 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  $S87^{\circ}30'00''E$  196.44 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 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  $N20^{\circ}45'53''E$  222.68 feet;

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

THENCE, with the south line of this tract, said Lots 55 through 48, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}35'57''W$  186.55 feet to the POINT OF BEGINNING, and containing 0.110 of one acre, more or less, within these metes and bounds.

0.110 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".

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

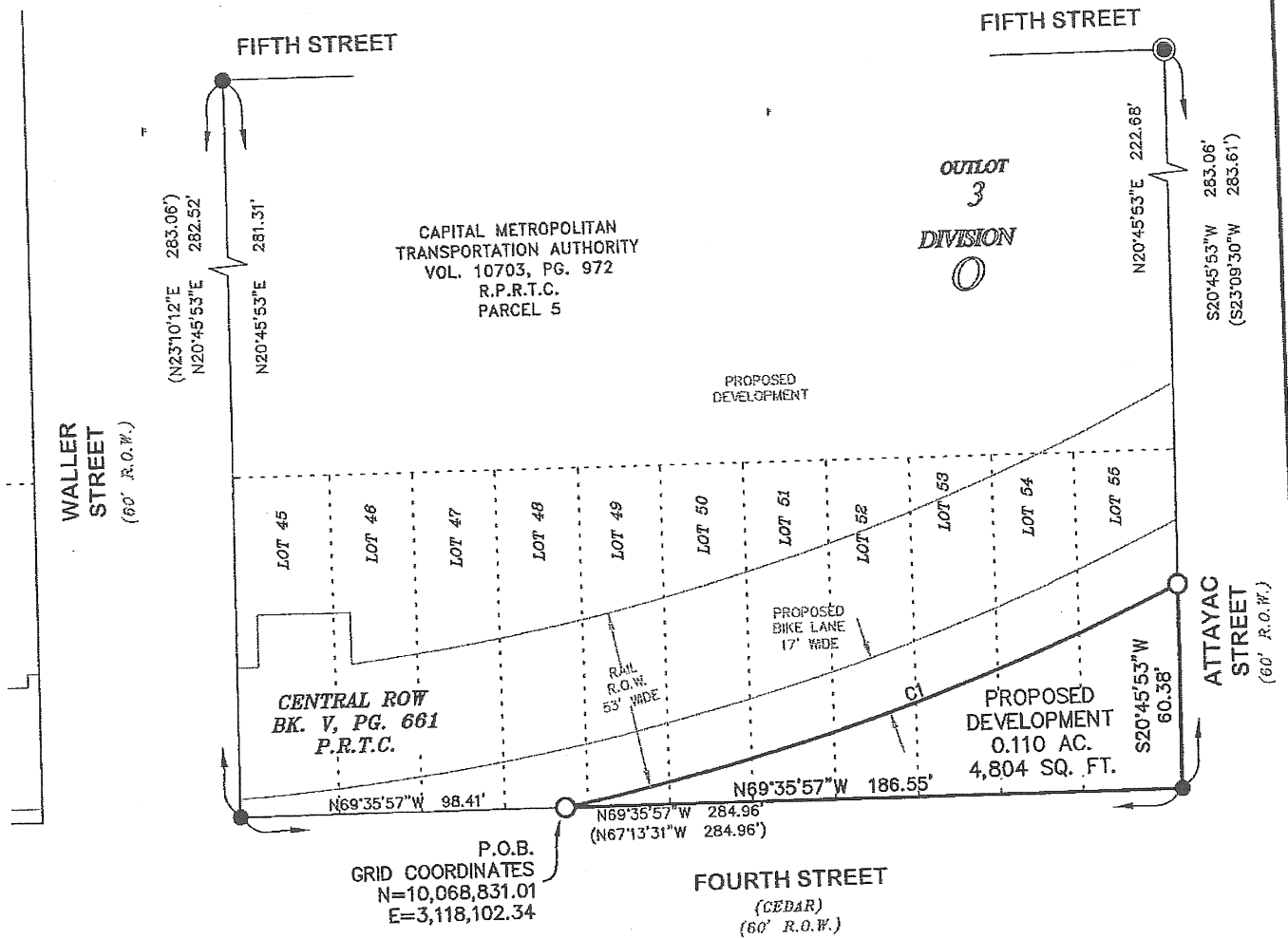
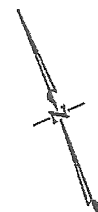
Descriptions 2014/Plaza Saltillo/Parcel 5 Remainder Part 2 0.110 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.110 AC. OR 4,804 SQ. FT.  
OF LAND OUT OF LOTS 48-55, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



P.O.B.  
GRID COORDINATES  
N=10,068,831.01  
E=3,118,102.34

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	196.98	767.36	14°42'28"	99.03	S87°30'00"E	196.44

PAGE 3 OF 4  
SURVEYED BY:

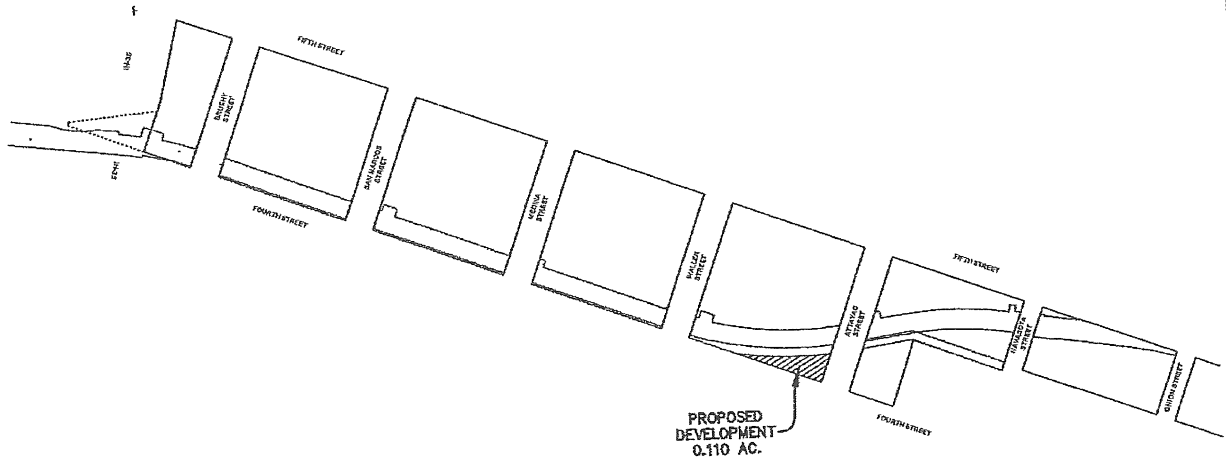
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

CMTA

# SKETCH TO ACCOMPANY DESCRIPTION OF 0.110 AC. OR 4,804 SQ. FT. OF LAND OUT OF LOTS 48-55, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



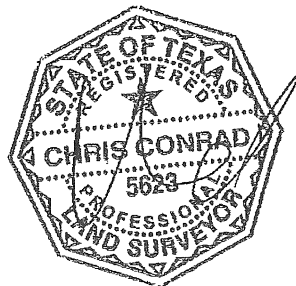
VICINITY MAP  
NOT TO SCALE

**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 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 4 OF 4  
SURVEYED BY:

REVISION 6:  
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 0.250 OF ONE ACRE OF LAND

DESCRIPTION OF 0.250 OF ONE ACRE (10,904 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 56 THROUGH 58, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 611, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME 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 0.250 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found at the southeast corner of this tract and said Lot 58, the southerly southeast corner of said Capital Metropolitan Transportation Authority (CapMetro) tract, and the southwest corner of Lot 3, Block No. 5, 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, same being in the north line of Fourth Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the west line of Navasota Street and the south line of Fifth Street bears S69°35'57"E 190.58 feet and N20°45'50"E 283.72 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,712.13, E=3,118,421.99;

THENCE, with the south line of this tract, said Lots 58 through 56, and said CapMetro tract and the north line of Fourth Street, N69°35'57"W 94.50 feet to a calculated point at the southwest corner of this tract, said Lot 56, and said CapMetro tract, same being in the east line of Attayac Street;

THENCE, with the west line of this tract, said Lot 56, and said CapMetro tract and the east line of Attayac Street, N20°45'53"E 91.10 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of this tract;

THENCE, with the north line of this tract, crossing said Lot 56 and said CapMetro tract, the following two (2) courses:

1. N82°40'56"E 103.44 feet to a 1/2" iron rod set with a plastic cap; and
2. S69°17'43"E 2.43 feet to a 3/8" iron rod found at the northeast corner of this tract, an interior ell corner in said CapMetro tract, and the northwest corner of said Lot 3;



0.250 AC.

THENCE, with the east line of this tract and said Lot 58, an east line of said CapMetro tract, and the west line of said Lot 3, **S20°25'52"W 139.22 feet** to the POINT OF BEGINNING, and containing 0.250 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 "Uel", which is likely a stylized signature of Chris Conrad.

02/05/16  
Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

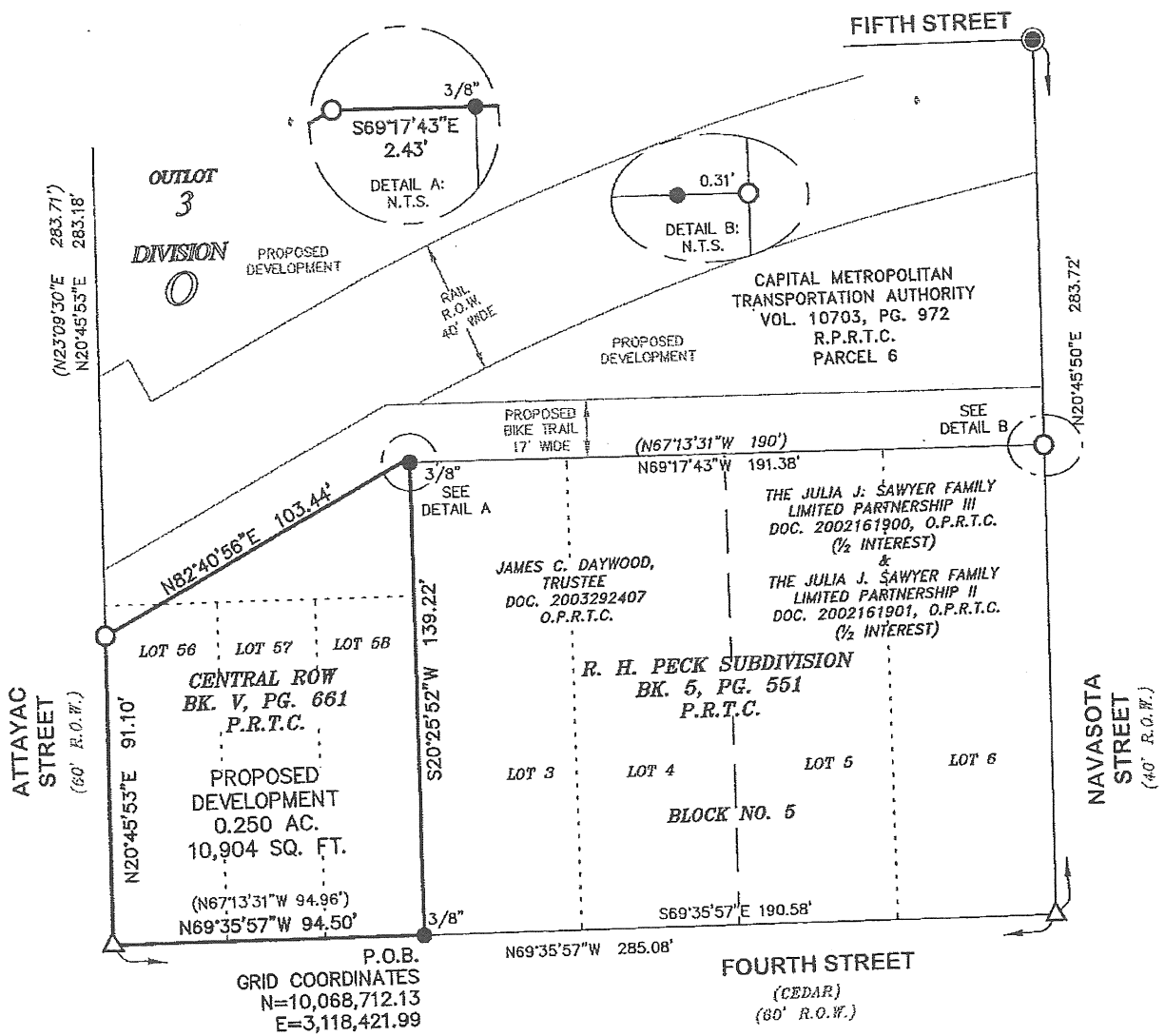
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Parcel 6 Remainder Part 3 0.250 ac Rev 2  
Issued 10/22/14, Revised 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA SKETCH TO ACCOMPANY DESCRIPTION OF 0.250 AC. OR 10,904 SQ. FT. OF LAND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AND LOTS 56 THROUGH 58, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



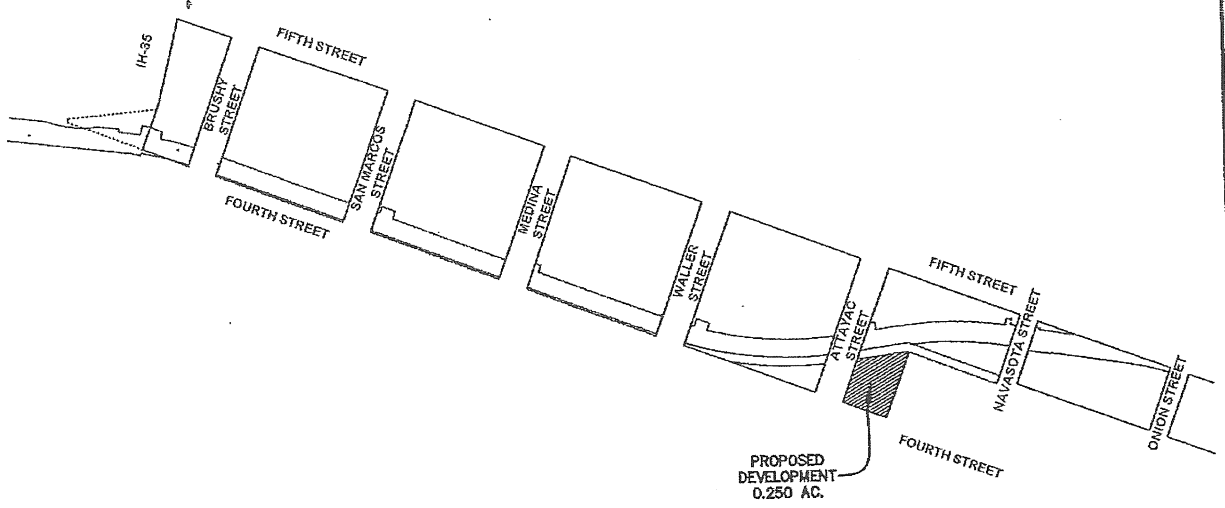
PAGE 3 OF 4  
 SURVEYED BY:

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

AUSTIN GRID#: J-22      JOB NO.: 15-003

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.250 AC. OR 10,904 SQ. FT. OF LAND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AND ALL OF LOTS 56 THROUGH 58, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



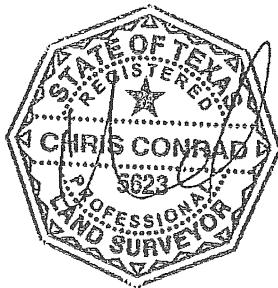
VICINITY MAP  
NOT TO SCALE

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



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 2:  
02/05/2016  
ISSUED: 10/22/14

**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 0.156 OF ONE ACRE OF LAND

DESCRIPTION OF 0.156 OF ONE ACRE (6,814 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, SAME 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 0.156 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 northeast corner of this tract same being in the east line of said Capital Metropolitan Transportation Authority (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  $N20^{\circ}45'50''E$  65.75 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,068,849.50$ ,  $E=3,118,677.89$ ;

THENCE, with the east line of this tract and said CapMetro tract and the west line of Navasota Street,  $S20^{\circ}45'50''W$  62.76 feet to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract;

THENCE, with the south line of this tract, crossing said CapMetro tract,  $N69^{\circ}17'43''W$  188.72 feet to a 1/2" iron rod set with a plastic cap at the west line of this tract;

THENCE, with the north line of this tract, crossing said CapMetro tract, the following three (3) courses, numbered 1 through 3;

- 1)  $N83^{\circ}15'30''E$  2.30 feet to a 1/2" iron rod set with a plastic cap;
- 2) with a curve to the right, whose intersection angle is  $12^{\circ}26'24''$ , a radius of 709.81 feet, an arc distance of 154.11 feet, the chord of which bears  $S89^{\circ}11'54''E$  153.81 feet to a 1/2" iron rod set with a plastic cap; and
- 3)  $S81^{\circ}47'43''E$  43.14 feet to the POINT OF BEGINNING, and containing 0.156 of one acre, more or less, within these metes and bounds.

0.156 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".

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 Remainder Part 2 0.156 ac Rev 5

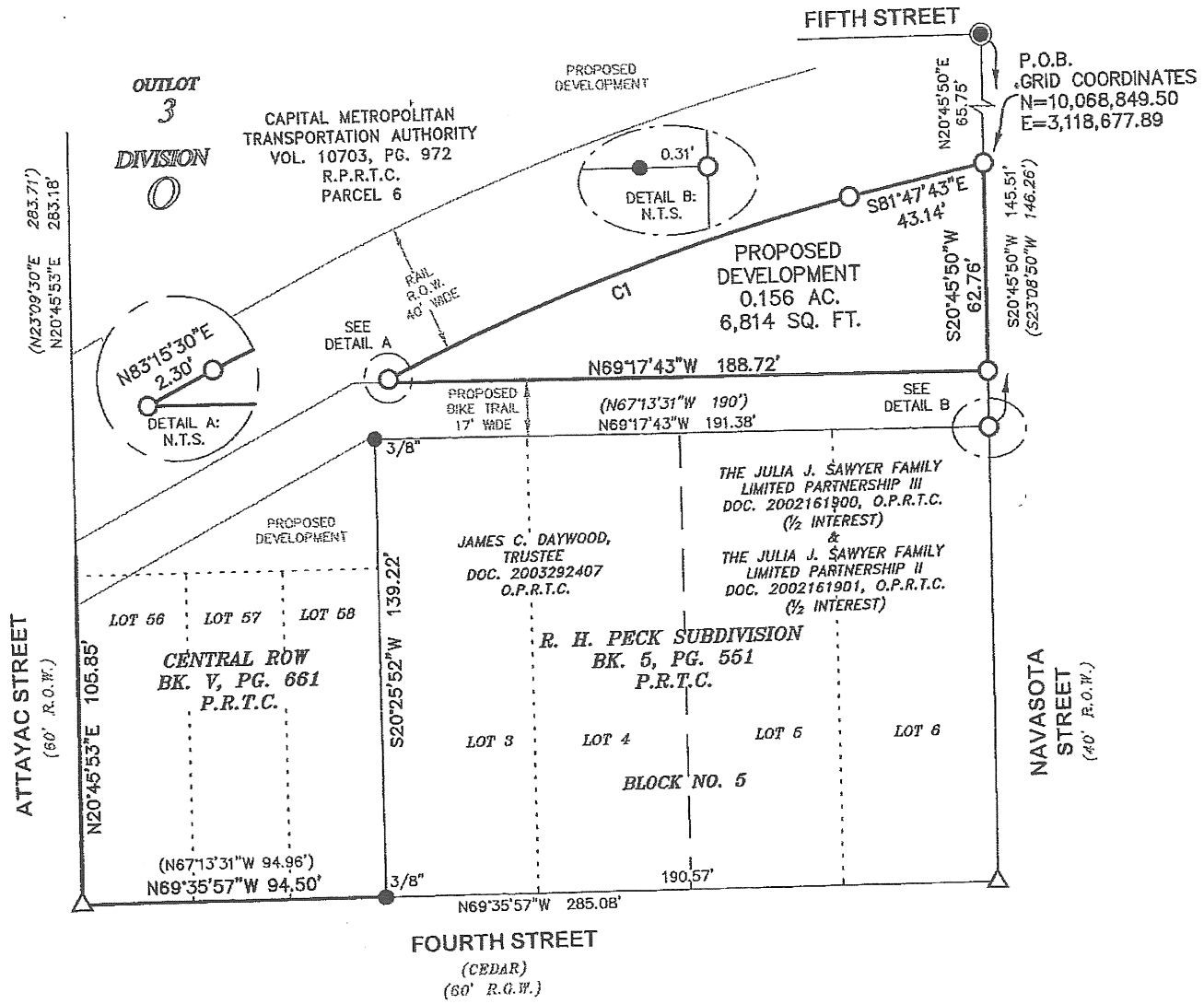
Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.156 AC. OR 6,814 SQ. FT. OF LAND  
OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	154.11	709.81	12°26'24"	77.36	S89°11'54"E	153.81

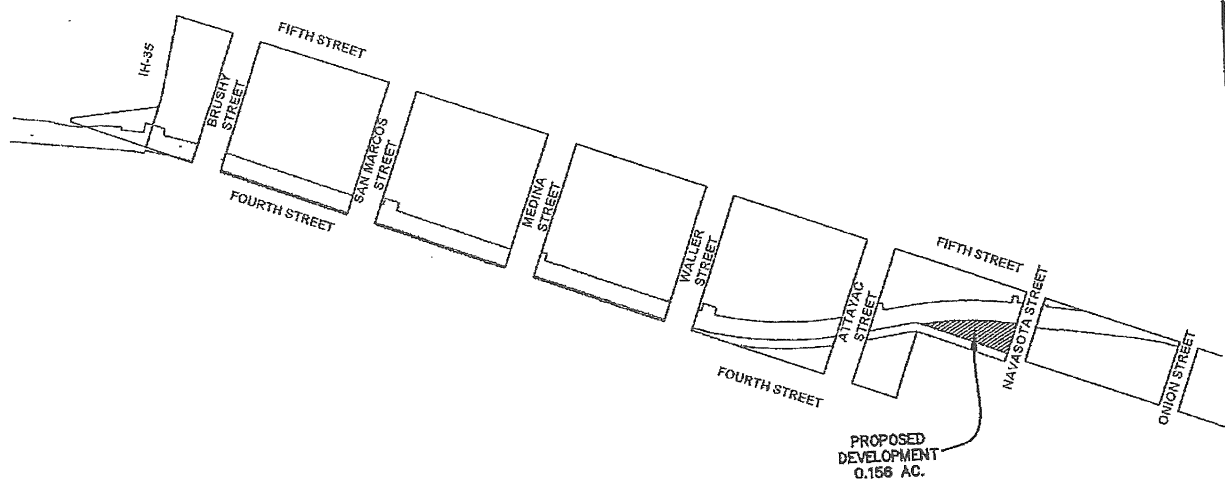
PAGE 3 OF 4  
SURVEYED BY:

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

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

CMTA

# SKETCH TO ACCOMPANY DESCRIPTION OF 0.156 AC. OR 6,814 SQ. FT. OF LAND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



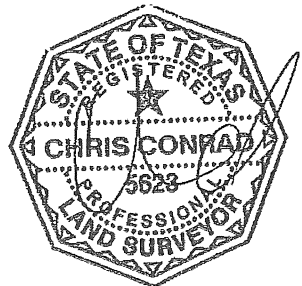
VICINITY MAP  
NOT TO SCALE

**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 4 OF 4  
SURVEYED BY:

REVISION 6:  
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.: 15-003

## FIELD NOTES FOR 0.016 OF ONE ACRE OF LAND

DESCRIPTION OF 0.016 OF ONE ACRE (693 SQUARE FEET) OF LAND OUT OF LOTS 11 AND 12, BLOCK NO. 1, R.H. PECK SUBDIVISION, OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOTS 11 AND 12 BEING DESCRIBED AS A PORTION OF PARCEL 7 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.016 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) tract, same being in the south line of Fifth Street, and the east line of Navasota Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS), grid value of N=10,068,897.11 E=3,118.738.72;

THENCE, with the north line of this tract, said Lots 12 and 11, and said CapMetro tract and the south line of Fifth Street, S69°42'29"E 84.66 feet to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, from which a 1/2" iron rod found with cap at the northeast corner of said Lot 7 and said CapMetro tract, same being in the west line of Onion Street bears S69°42'29"E 203.02 feet;

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

1. N80°59'53"W 77.80 feet to a 1/2" iron rod set with a plastic cap;
2. N21°21'13"E 2.73 feet to a 1/2" iron rod set with a plastic cap; and
3. N80°59'53"W 8.70 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 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 117.89 feet;



0.016 AC.

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 14.20 feet to the POINT OF BEGINNING and containing 0.016 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 7 Remainder Part 2 0.016 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 0.016 AC. OR 693 SQ. FT.  
OF LAND OUT OF LOTS 11 AND 12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

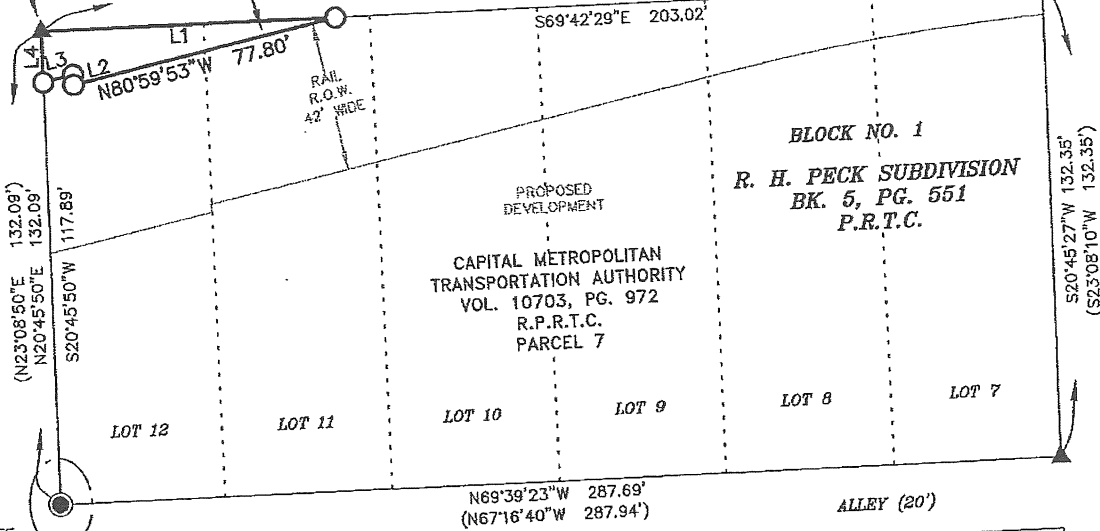
LINE	BEARING	LENGTH
L1	S69°42'29"E	84.66
L2	N21°21'13"E	2.73
L3	N80°59'53"W	8.70
L4	N20°45'50"E	14.20

P.O.B.  
GRID COORDINATES  
N=10,068,897.11  
E=3,118,738.72

PROPOSED  
DEVELOPMENT  
0.016 AC.  
693 SQ. FT.

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

(S67°19'45"E 287.92')  
(S69°42'29"E 287.68')



SEE  
DETAIL

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

DETAIL:  
N.T.S.

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

ROBERT C. BEALL AND WIFE, BETH A. BEALL  
DOC. 1999026488, O.P.R.T.C.

BLOCK NO. 1

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

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

LOT 8

LOT 7

ALLEY (20')

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

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

PAGE 3 OF 4  
SURVEYED BY:

McGRAY & McGRAY  
LAND SURVEYORS, INC.

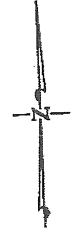
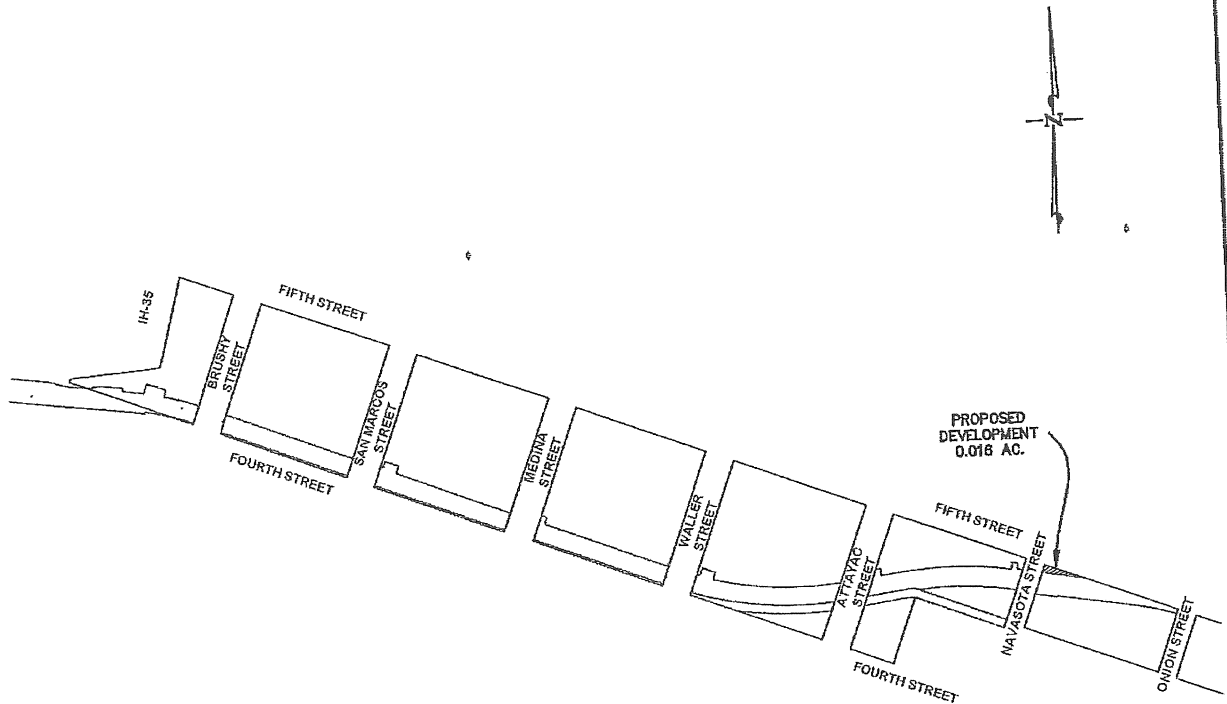
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.016 AC. OR 693 SQ. FT.  
OF LAND OUT OF LOTS 11 AND 12, 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 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 4 OF 4  
SURVEYED BY:  
REVISION 6:  
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 0.661 OF ONE ACRE OF LAND

DESCRIPTION OF 0.661 OF ONE ACRE (28,805 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 0.661 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 7, and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of a 20 foot alley and the west line Onion Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS), grid value of N=10,068,673.58 E=3,118.961.64

THENCE, with the south line of this tract, said Lots 7 through 12, and said CapMetro tract and the north line of a 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 tract, same being in the east line of Navasota Street;

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, passing at 2.47 feet a 1/2" iron rod found, continuing 57.75 feet for a total distance of 70.22 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, from which a mag nail found at the northwest corner of said Lot 12 and said CapMetro tract, same being in the south line of Fifth Street and the east line of Navasota Street bears N20°45'50"E 61.87 feet;

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

1. S80°59'53"E 48.11 feet to a 1/2" iron rod set with a plastic cap;
2. N09°00'07"E 2.00 feet to a 1/2" iron rod set with a plastic cap;
3. S80°59'53"E 154.12 feet to a 1/2" iron rod set with a plastic cap; and
4. with a curve to the right whose intersection angle is 08°13'00", a radius of 634.47 feet, an arc distance of 90.99 feet, the chord of which bears S76°53'23"E 90.91 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 7 and said CapMetro tract and the west line of Onion Street, from which a 1/2" iron rod found with cap at the northeast corner of said Lot 7 and said CapMetro tract, same being in the south line of Fifth Street bears N20°45'27"E 8.95 feet;

0.661 AC.

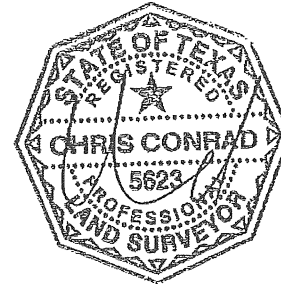
THENCE, with the east line of this tract, said Lot 7, and said CapMetro tract and the west line of Onion Street,  $S20^{\circ}45'27''W$  123.40 feet to the POINT OF BEGINNING and containing 0.661 of one acre, more or less, within these metes and bounds.

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 "C Conrad".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

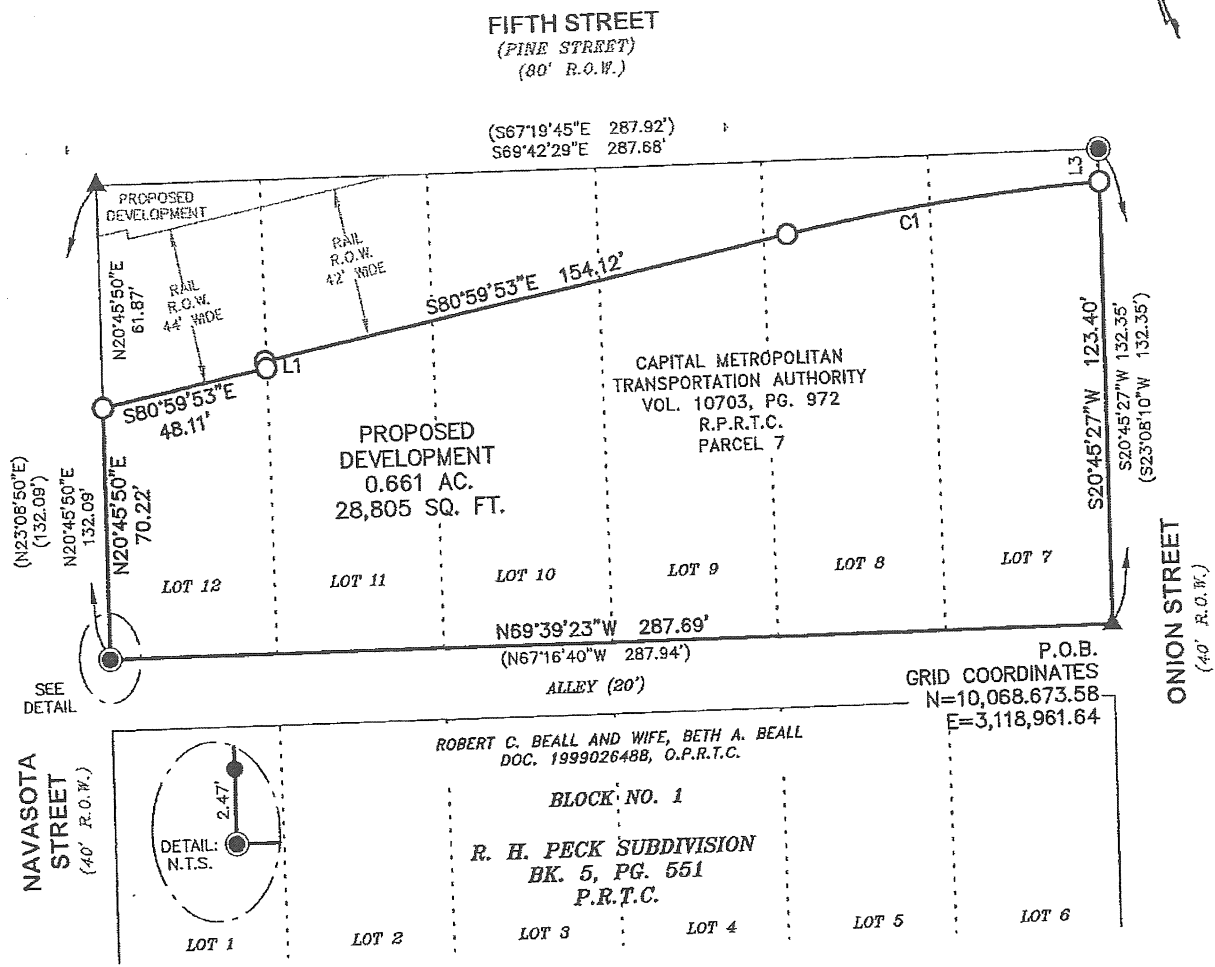
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 7 Remainder Part 1 0.661 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.661 AC. OR 28,805 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	S76°53'23"E	90.91

LINE TABLE

LINE	BEARING	LENGTH
L1	N09°00'07"E	2.00
L2	N20°45'27"E	8.95

PAGE 3 OF 4  
SURVEYED BY:

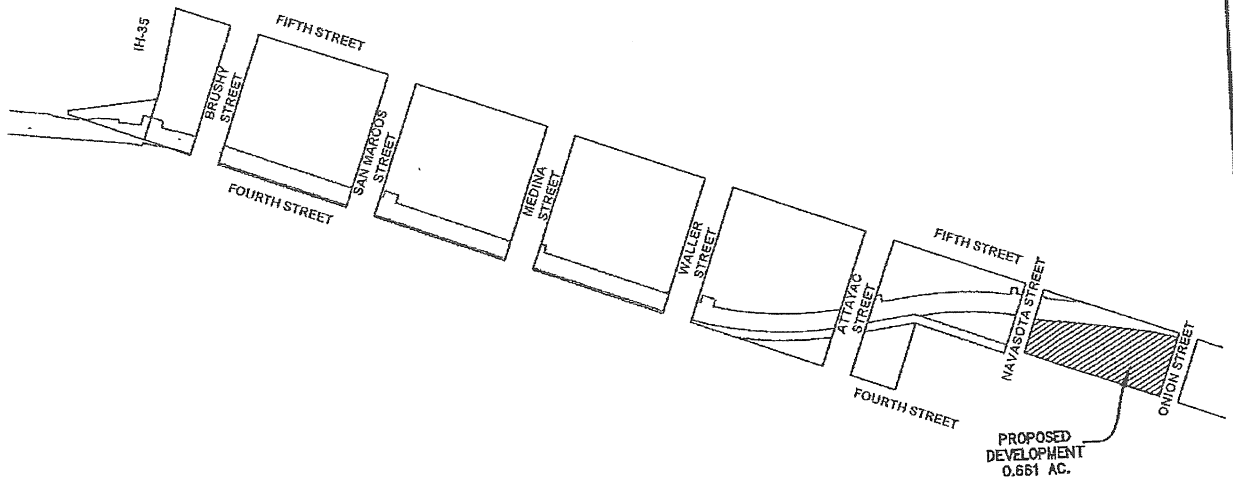
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.661 AC. OR 28,805 SQ. FT.  
OF LAND OUT OF LOTS 7-12, R.H. PECK SUBDIVISION  
AUSTIN, TRAVIS COUNTY, TEXAS.

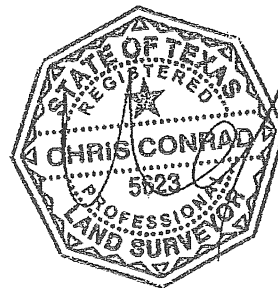


VICINITY MAP  
NOT TO SCALE

- 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 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 4 OF 4  
SURVEYED BY:

REVISION 6:  
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

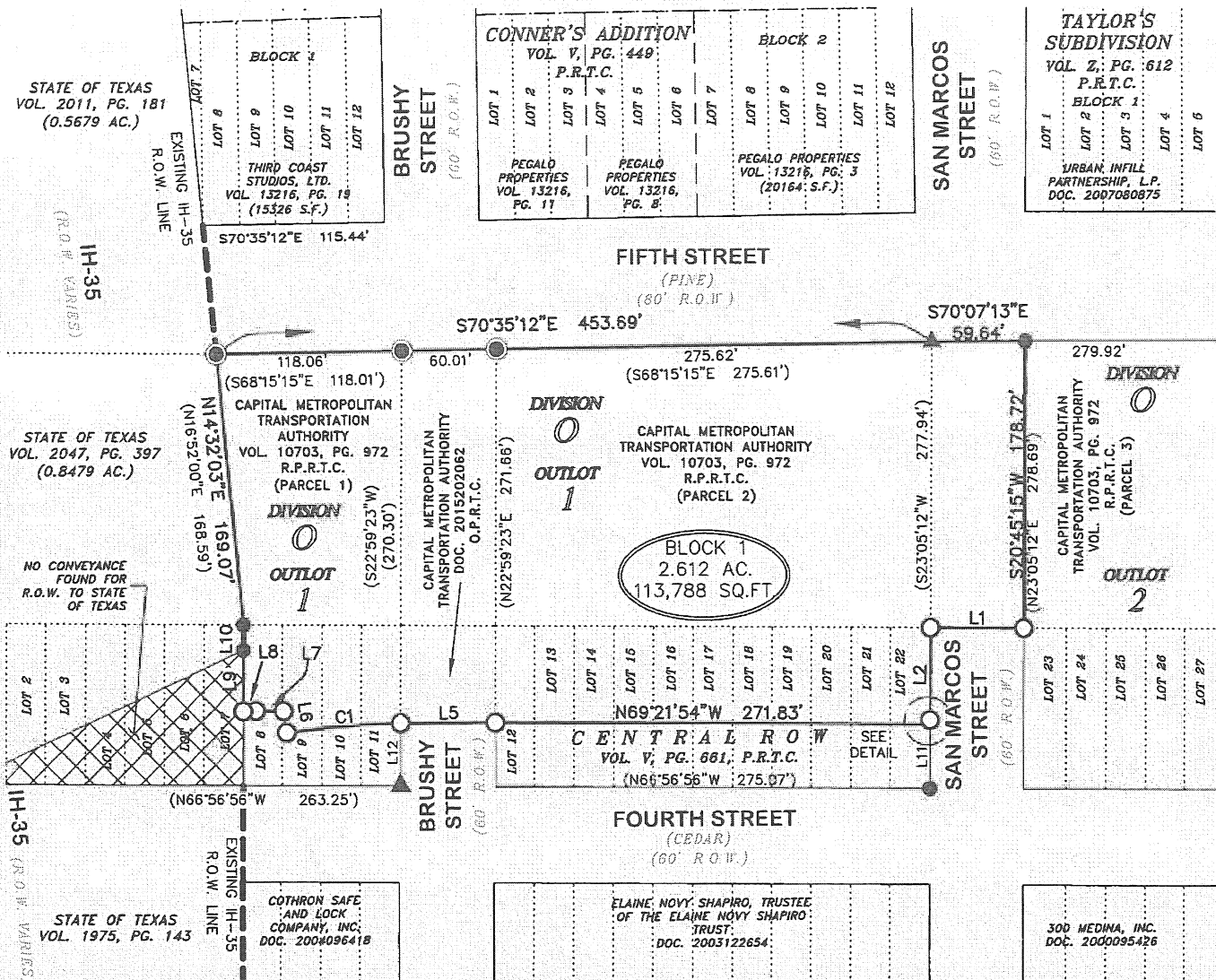
**EXHIBIT B-1**

Block 1

[Attached]



SKETCH TO ACCOMPANY DESCRIPTION OF 2.612 AC. OR 113,788 SQ. FT. OF LAND OUT OF LOTS 8-22, CENTRAL ROW, AND OUT OF OUTLOT 1, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	72.47	749.81	05°32'15"	36.26	N74°17'55"W	72.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°21'54"W	59.64
L2	S20°45'15"W	57.33
L3	N69°21'54"W	3.32
L4	S20°38'06"W	2.67
L5	N70°00'48"W	60.00
L6	N12°03'50"E	13.58
L7	N69°21'54"W	17.77
L8	N71°19'58"W	8.01
L9	N20°37'13"E	38.20
L10	N20°39'26"E	15.70
L11	S20°45'15"W	42.67
L12	S20°39'26"W	39.32

SCALE 1" = 100'

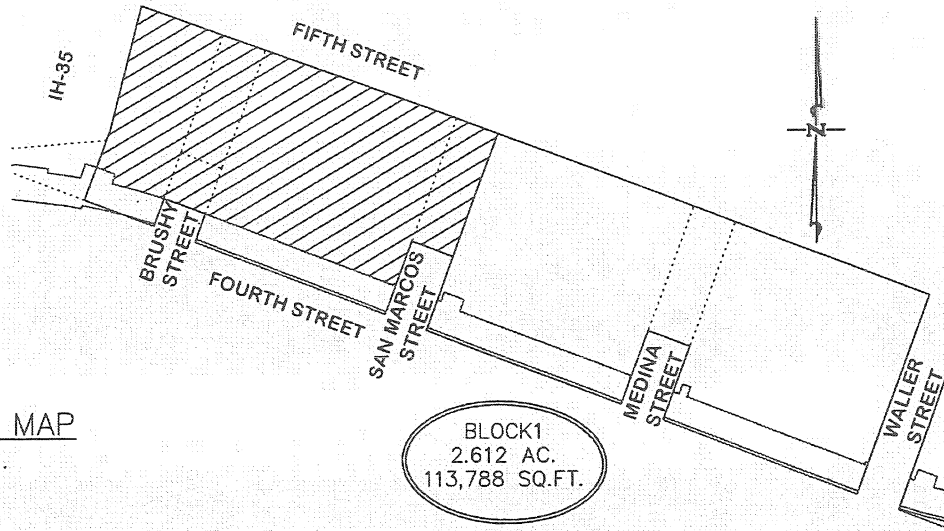


PAGE 1 OF 2  
SURVEYED BY:

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

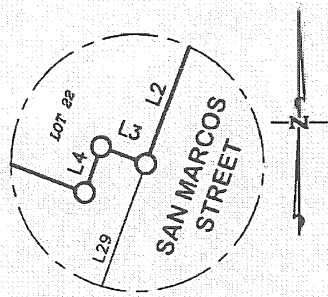
CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 2.612 AC. OR 113,788 SQ. FT. OF LAND OUT OF LOTS 8-22, CENTRAL ROW, AND OUT OF OUTLOT 1, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
N.T.S.

BLOCK 1  
2.612 AC.  
113,788 SQ.FT.



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

PAGE 2 OF 2  
SURVEYED BY: ISSUED: 04/28/16

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

04/28/16  
 CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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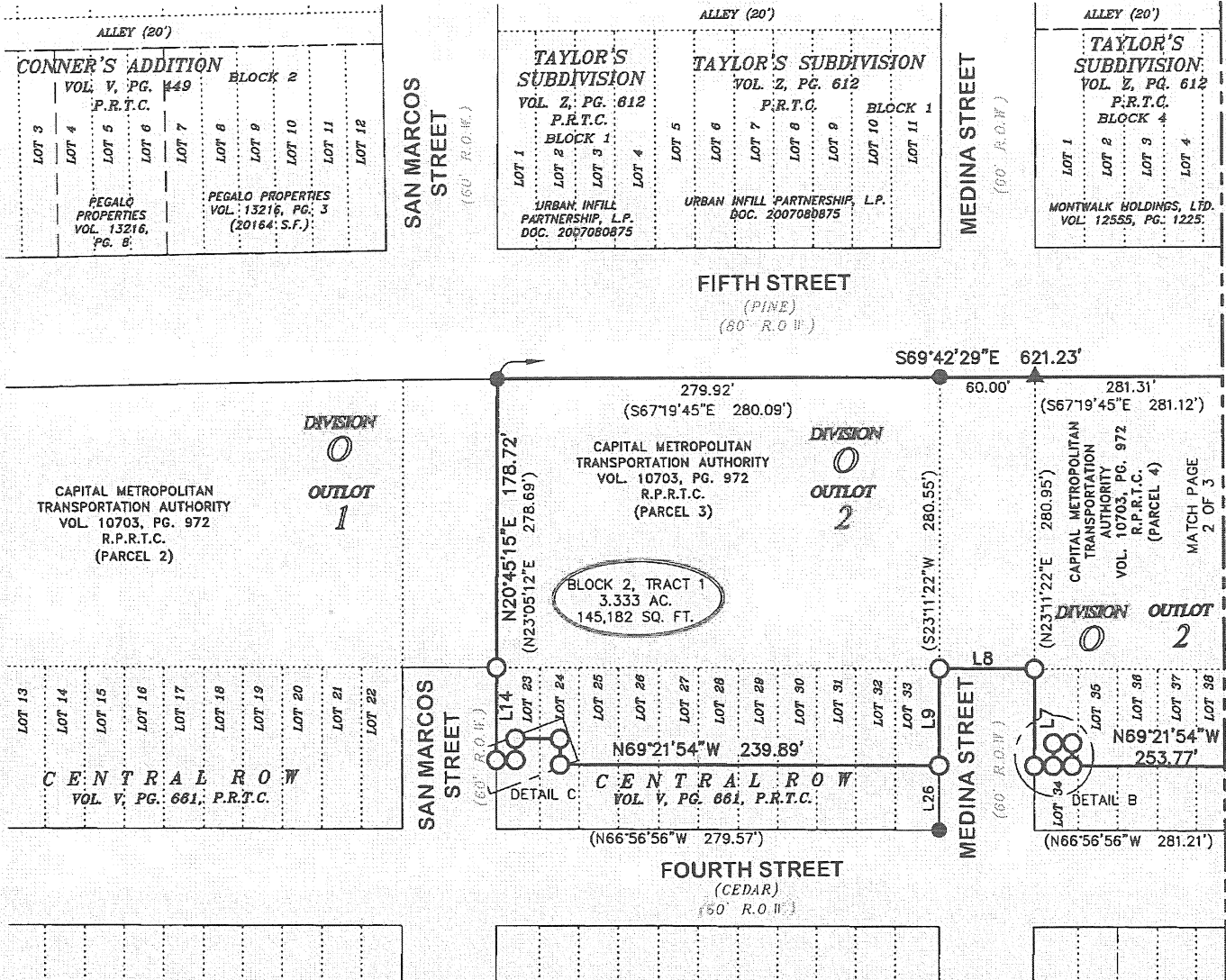
**EXHIBIT B-2**

Block 2, 3 & 4

[Attached]

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 5.029 AC. OR 219,088 SQ. FT. OF LAND OUT OF LOTS 23-55, CENTRAL ROW, AND OUT OF OUTLOTS 2 AND 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	245.57	714.36	19°41'45"	124.01	N86°03'55"W	244.36
C2	196.98	767.36	14°42'28"	99.03	S87°30'00"E	196.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39
L2	S20°45'53"W	3.87
L3	N20°38'06"E	14.00
L4	N69°21'54"W	12.09
L5	S20°38'06"W	14.00
L6	N69°21'54"W	12.01
L7	N20°45'15"E	60.00
L8	N69°21'54"W	60.00
L9	S20°45'15"W	60.00
L10	N20°38'06"E	16.00
L11	N69°21'54"W	28.02
L12	S20°38'06"W	13.33
L13	N69°21'54"W	12.00

LINE TABLE		
LINE	BEARING	LENGTH
L14	N20°45'15"E	57.33
L15	S82°43'23"W	67.98
L16	S83°45'09"W	12.41
L17	N20°38'06"E	14.55
L18	N69°21'54"W	27.97
L19	S20°38'06"W	15.45
L20	N69°43'23"W	12.04
L21	S82°36'35"W	1.61
L22	S07°23'25"E	3.00
L23	S20°45'53"W	12.48
L24	S20°45'53"W	60.38
L25	S20°45'53"W	43.86
L26	S20°45'15"W	40.00

SCALE 1" = 100'

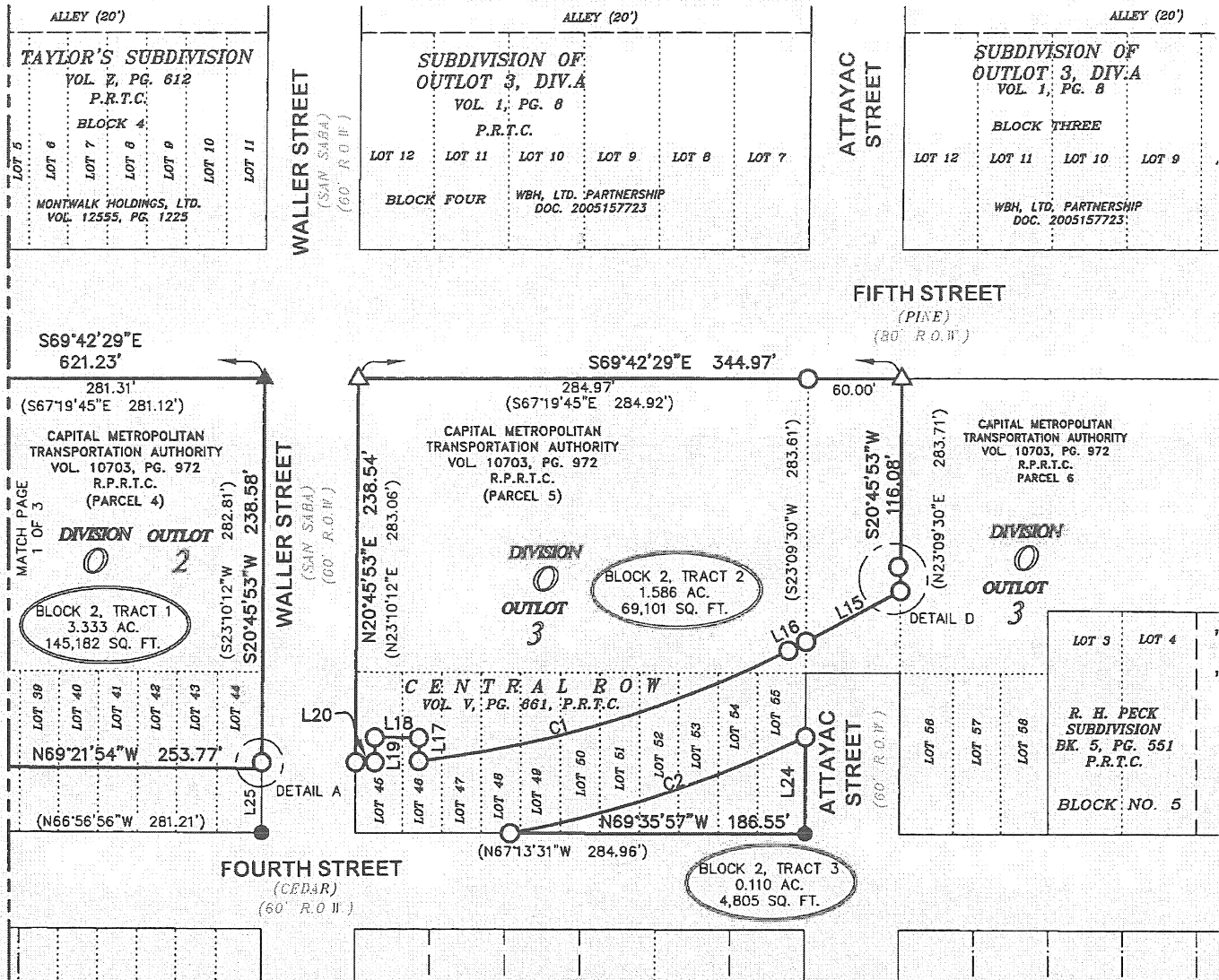


PAGE 1 OF 3  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 5.029 AC. OR 219,088 SQ. FT.  
OF LAND OUT OF LOTS 23-55, CENTRAL ROW, AND OUT OF  
OUTLOTS 2 AND 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.

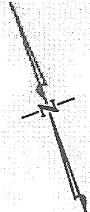


CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	245.57	714.36	19°41'45"	124.01	N86°03'55"W	244.36
C2	196.98	767.36	14°42'28"	99.03	S87°30'00"E	196.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39
L2	S20°45'53"W	3.87
L3	N20°38'06"E	14.00
L4	N69°21'54"W	12.09
L5	S20°38'06"W	14.00
L6	N69°21'54"W	12.01
L7	N20°45'15"E	60.00
L8	N69°21'54"W	60.00
L9	S20°45'15"W	60.00
L10	N20°38'06"E	16.00
L11	N69°21'54"W	28.02
L12	S20°38'06"W	13.33
L13	N69°21'54"W	12.00

LINE TABLE		
LINE	BEARING	LENGTH
L14	N20°45'15"E	57.33
L15	S82°43'23"W	67.98
L16	S83°45'09"W	12.41
L17	N20°38'06"E	14.55
L18	N69°21'54"W	27.97
L19	S20°38'06"W	15.45
L20	N69°43'23"W	12.04
L21	S82°36'35"W	1.61
L22	S07°23'25"E	3.00
L23	S20°45'53"W	12.48
L24	S20°45'53"W	60.38
L25	S20°45'53"W	43.86
L26	S20°45'15"W	40.00

SCALE 1" = 100'

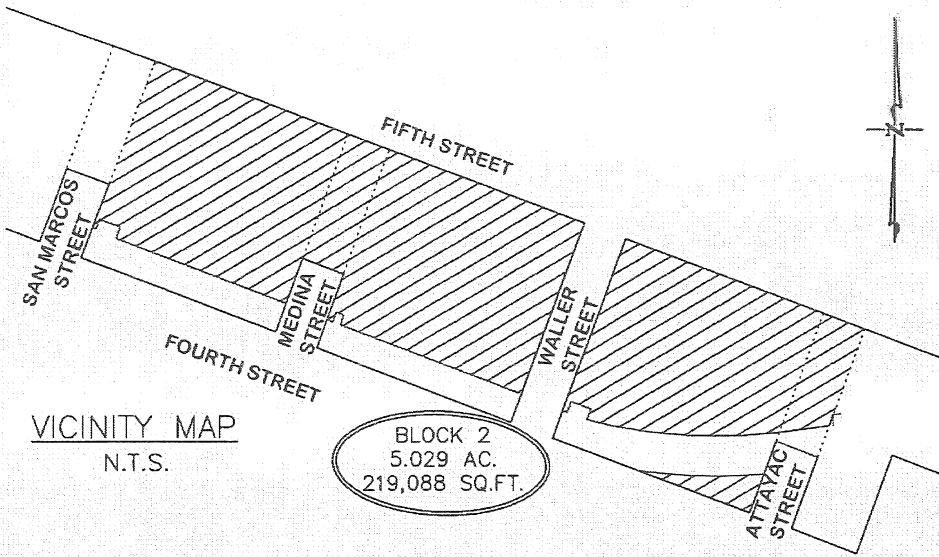


PAGE 2 OF 3  
SURVEYED BY:

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LAND SURVEYORS, INC.  
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(512) 451-8591

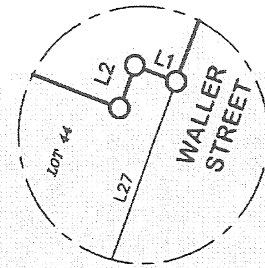
CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 5.029 AC. OR 219,088 SQ. FT. OF LAND OUT OF LOTS 23-55, CENTRAL ROW, AND OUT OF OUTLOTS 2 AND 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

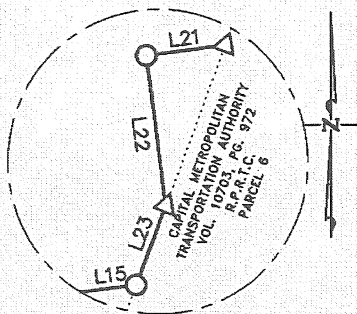


VICINITY MAP  
N.T.S.

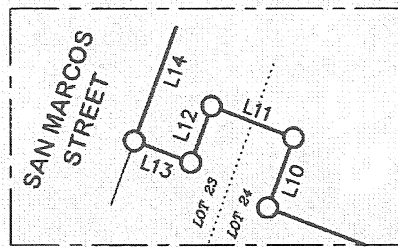
BLOCK 2  
5.029 AC.  
219,088 SQ.FT.



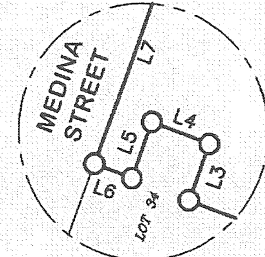
DETAIL A:  
N.T.S.



DETAIL D:  
N.T.S.



DETAIL C:  
N.T.S.



DETAIL B:  
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 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

PAGE 3 OF 3  
SURVEYED BY:

ISSUED: 05/03/16

05/03/16

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

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M:\CMTA-IH35-COMAL\DWG\Parcels\Plaza Saltillo\Block 2



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

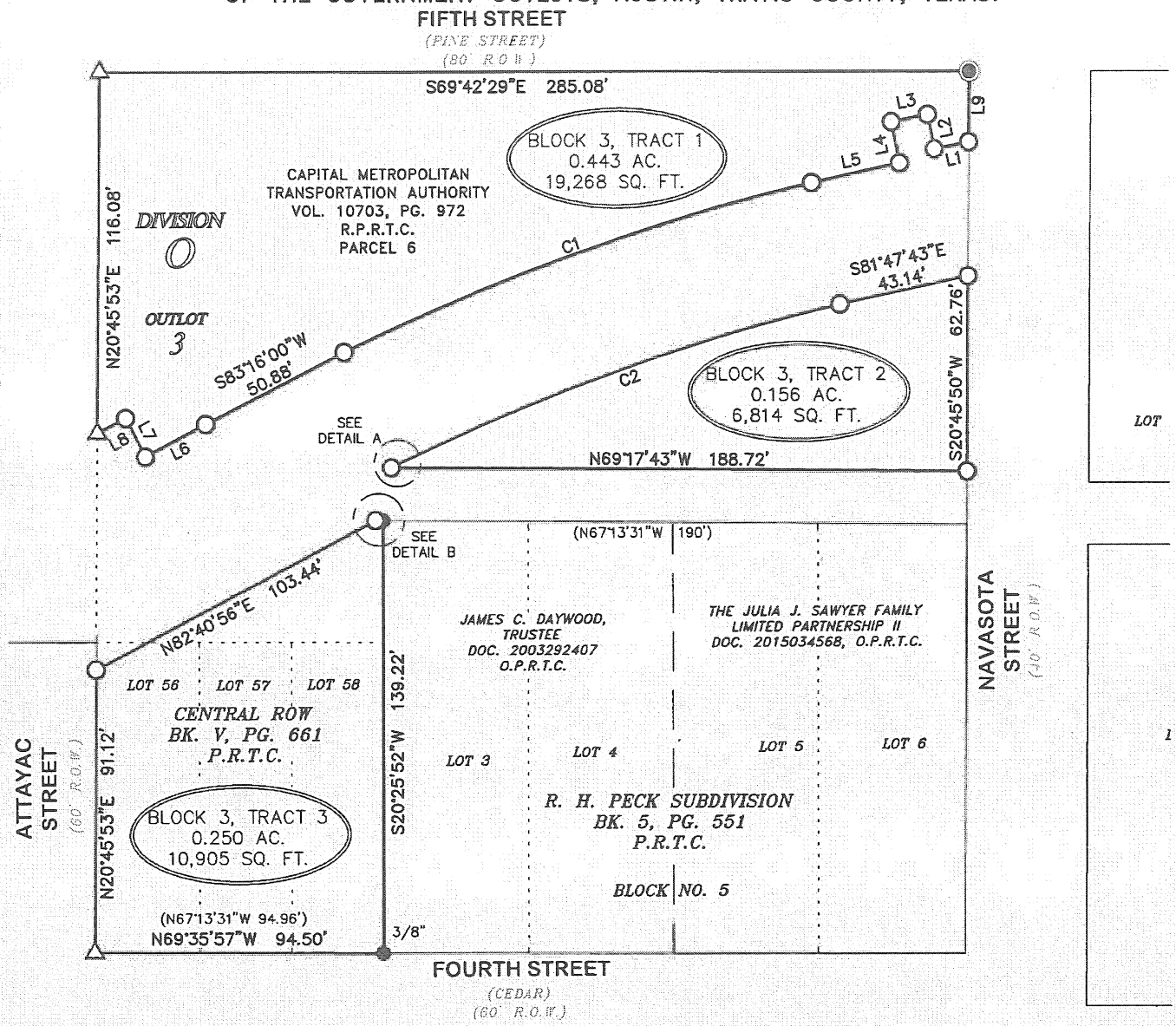
**EXHIBIT B-3**

Block 5

[Attached]

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.849 AC. OR 36,987 SQ. FT. OF LAND  
 OUT OF LOTS 56-58, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
 OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	162.86	749.81	12°26'42"	81.75	N89°11'54"W	162.54
C2	154.11	709.81	12°26'24"	77.36	S89°11'54"E	153.81

LINE TABLE

LINE	BEARING	LENGTH
L1	N80°59'53"W	11.73
L2	N08°58'22"E	11.34
L3	N81°01'38"W	12.00
L4	S08°58'22"W	13.51
L5	N82°03'44"W	29.54
L6	S82°36'06"W	22.47
L7	N07°23'25"W	14.00
L8	S82°36'35"W	10.39
L9	S20°45'50"W	22.74

SCALE 1" = 50'

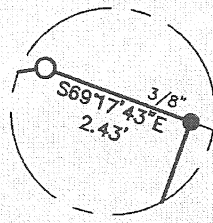
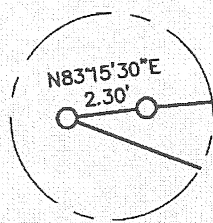
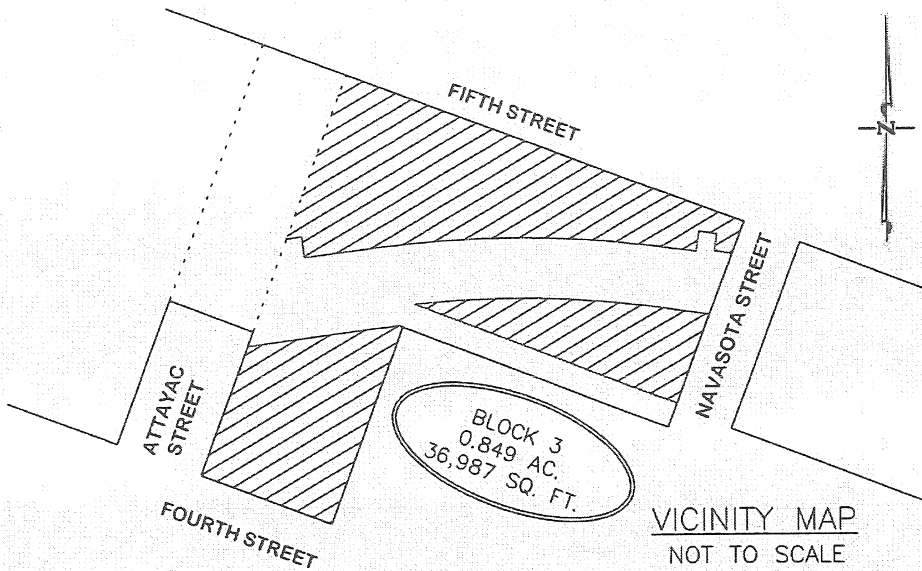


PAGE 1 OF 2  
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**LAND SURVEYORS, INC.**  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.849 AC. OR 36,987 SQ. FT. OF LAND OUT OF LOTS 56-58, CENTRAL ROW AND OUT OF OUTLOT 3, 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.
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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
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PAGE 2 OF 2  
SURVEYED BY: ISSUED: 05/03/16

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

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

05/03/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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**EXHIBIT B-4**

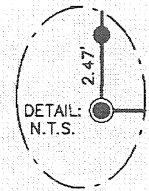
Block 6

[Attached]

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.667 AC. OR 29,497 SQ. FT.  
OF LAND OUT OF LOTS 7-12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

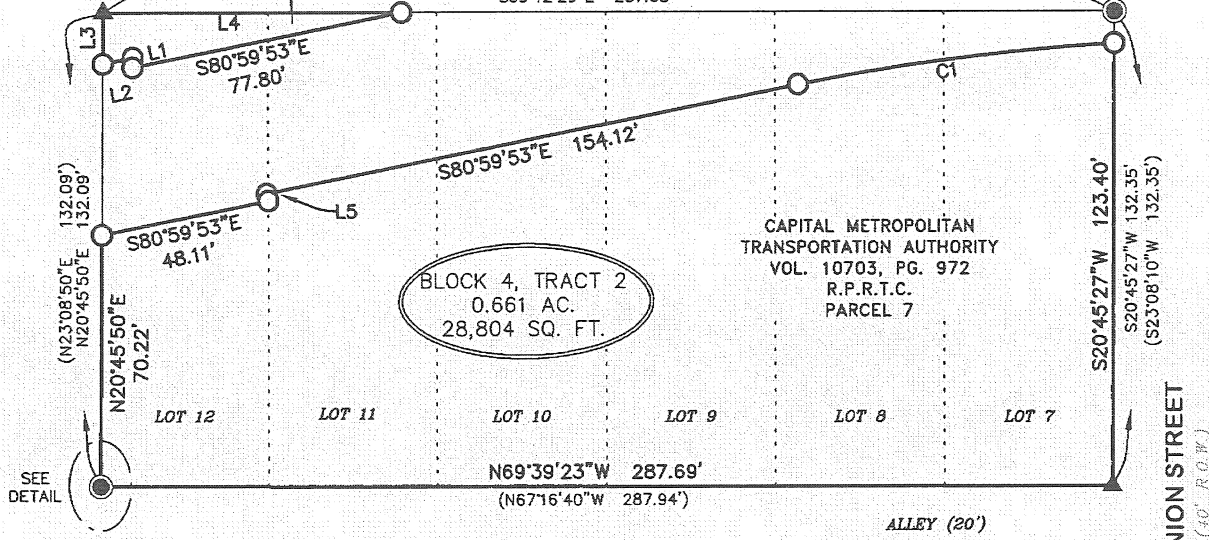
SCALE 1" = 50'



BLOCK 4, TRACT 1  
0.016 AC.  
693 SQ. FT.

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

(S67°19'45"E 287.92')  
(S69°42'29"E 287.68')



BLOCK 4, TRACT 2  
0.661 AC.  
28,804 SQ. FT.

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

SEE  
DETAIL

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

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

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

LOT 1      LOT 2      LOT 3      LOT 4      LOT 5      LOT 6

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	90.99	634.47	08°13'00"	45.57	S76°53'23"E	90.91

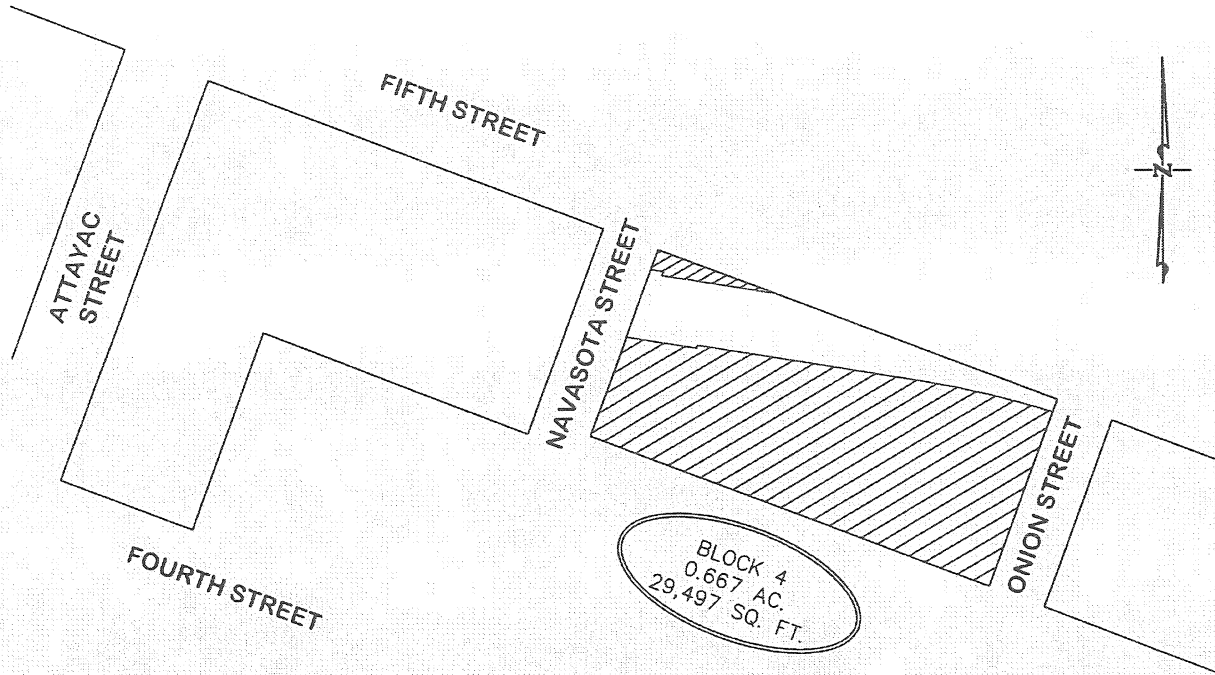
LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°21'13"E	2.73
L2	N80°59'53"W	8.70
L3	N20°45'50"E	14.20
L4	S69°42'29"E	84.66
L5	N09°00'07"E	2.00

PAGE 1 OF 2  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.667 AC. OR 29,497 SQ. FT.  
OF LAND OUT OF LOTS 7-12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

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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
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05/03/16  
 CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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M:\CMTA-IH35-COMAL\DWG\Parcels\Plaza Saltillo\Block 4

PAGE 2 OF 2  
SURVEYED BY: ISSUED: 05/03/16

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

AUSTIN GRID# J-22

JOB NO.: 15-004

**EXHIBIT C**

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.

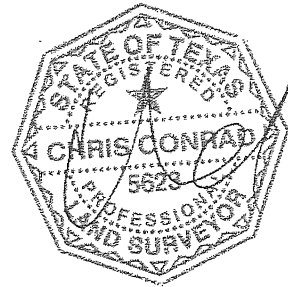
THENCE, with the west line of this tract, said Lot 8, and the remainder of said CapMetro tract and the east line of IH-35, N20°37'13"E 46.25 feet to the POINT OF BEGINNING, and containing 0.090 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

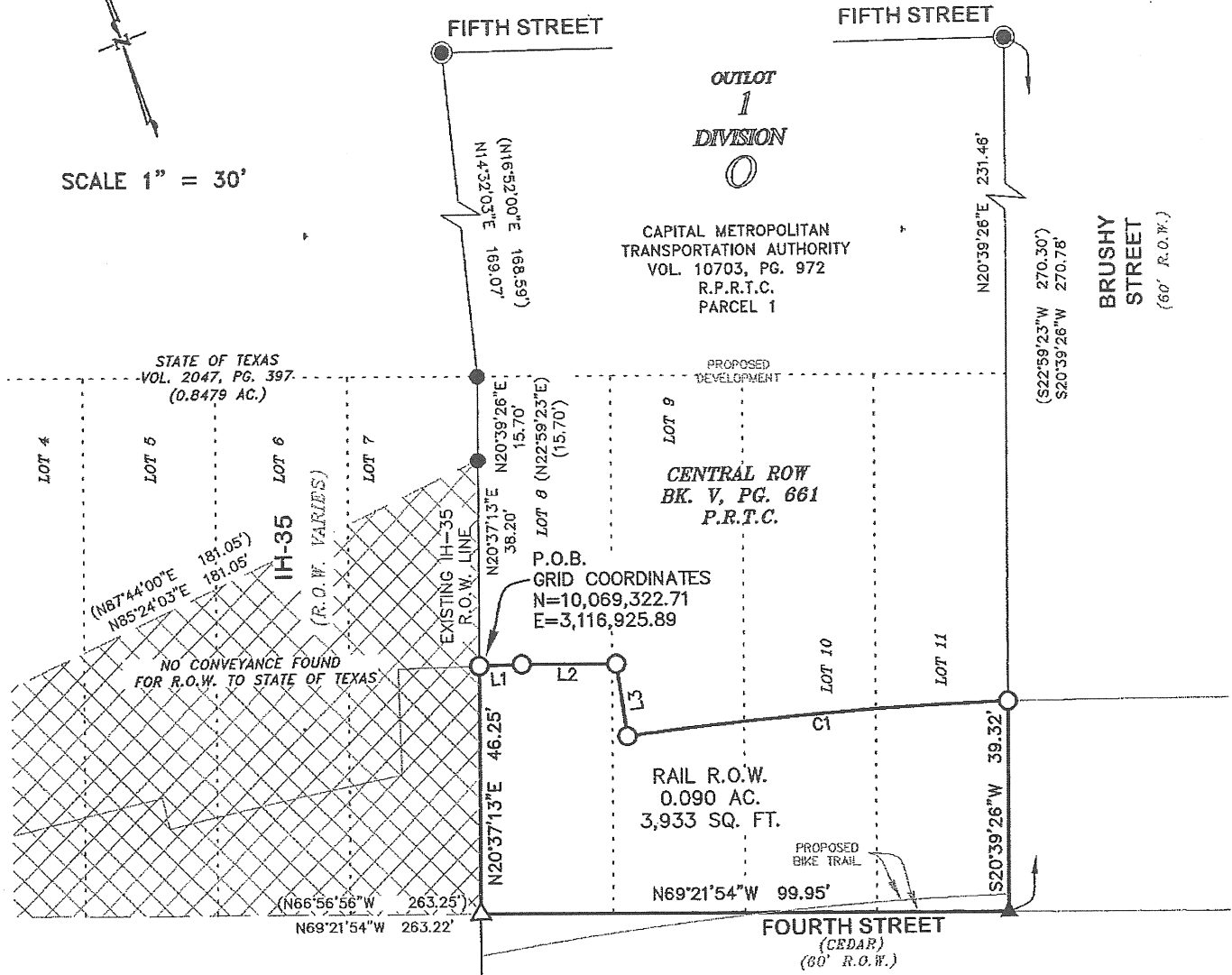
AUSTIN GRID J-22

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.




SCALE 1" = 30'



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

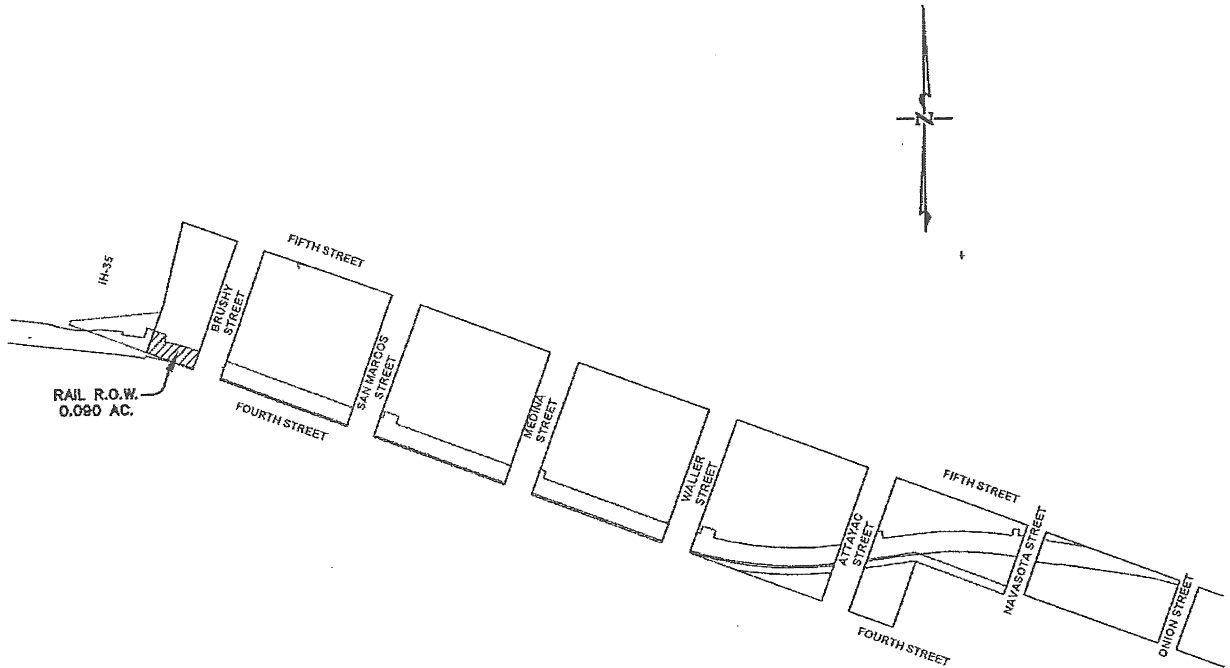
PAGE 3 OF 4  
SURVEYED BY:


**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.



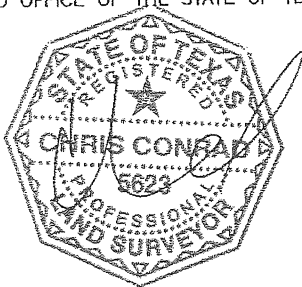
VICINITY MAP  
NOT TO SCALE

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

## 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.

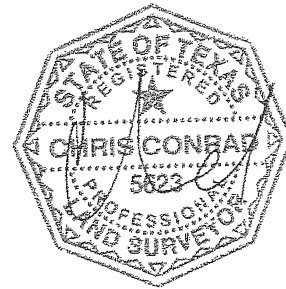
THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Brushy Street, N20°39'26"E 40.00 feet to the POINT OF BEGINNING, and containing 0.253 of one acre, more or less, within these metes and bounds.

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 black ink, appearing to read "Chris Conrad".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

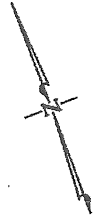
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 2 ROW 0.253 ac Rev 6  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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'

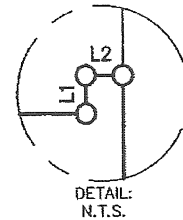


FIFTH STREET

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°05'12"W 277.94')

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

P.O.B.  
GRID COORDINATES  
N=10,069,280.49  
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°38'26"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

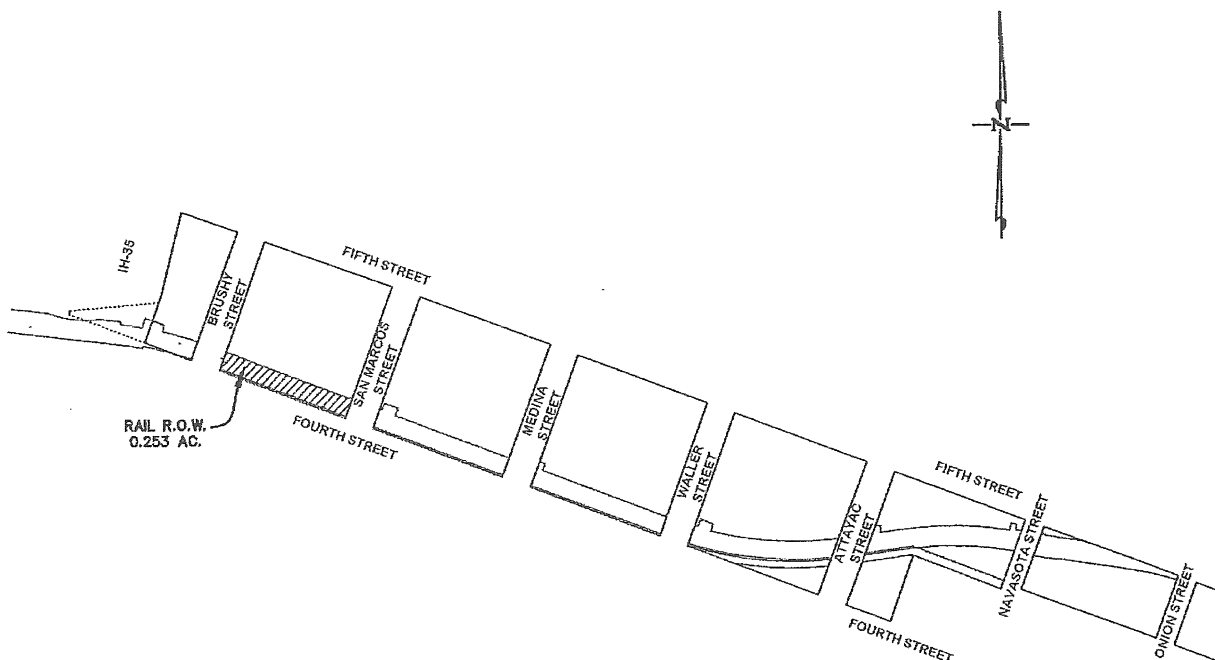
LINE	BEARING	LENGTH
L1	N20°38'06"E	2.67
L2	S69°21'54"E	3.32

PAGE 3 OF 4  
SURVEYED BY:

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

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.



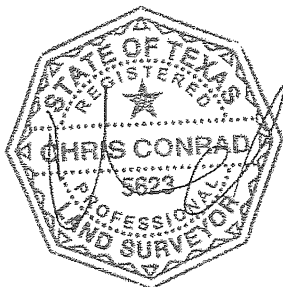
VICINITY MAP NOT TO SCALE

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 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 4 OF 4 REVISION 6:  
SURVEYED BY: 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 0.268 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°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°21'54"E 12.00 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 13.33 feet to a 1/2" iron rod set with a plastic cap;
3. S69°21'54"E 28.02 feet to a 1/2" iron rod set with a plastic cap;
4. S20°38'06"W 16.00 feet to a 1/2" iron rod set with a plastic cap; and
5. S69°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°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°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°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.

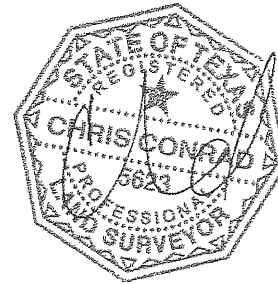
THENCE, with the west line of this tract, said Lot 23, and said CapMetro tract and the east line of San Marcos Street, N20°45'15"E 42.67 feet to the POINT OF BEGINNING, and containing 0.268 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

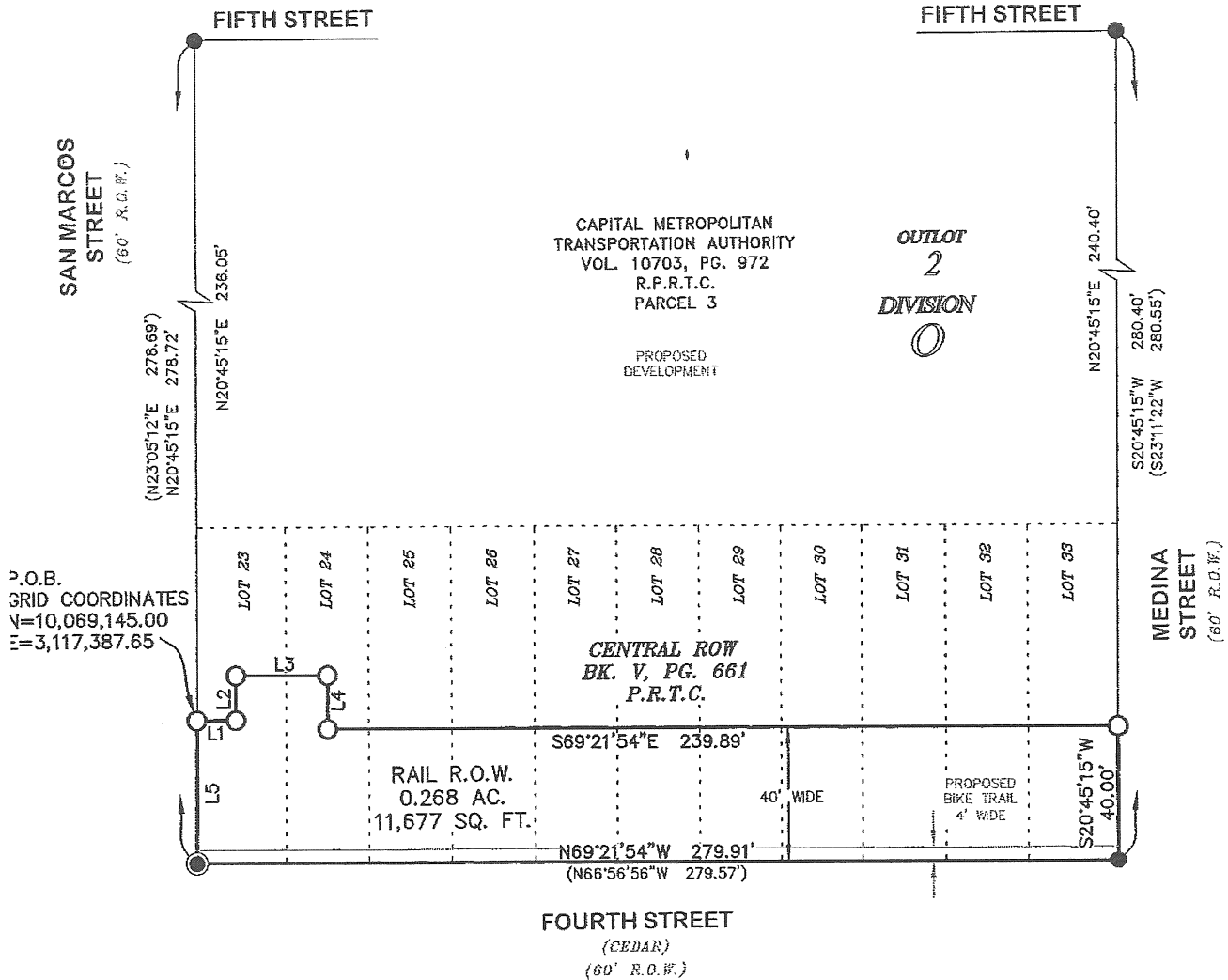
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 10/07/15, 02/05/16

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'



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

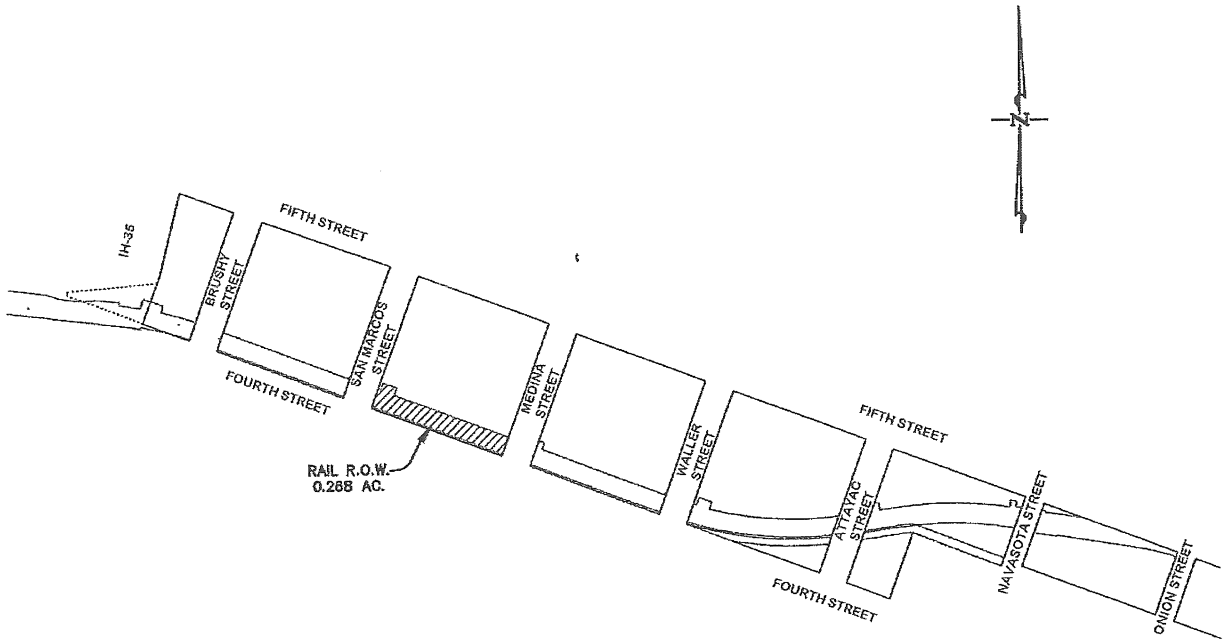
AUSTIN GRID#: J-22

JOB NO.: 15-004



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.



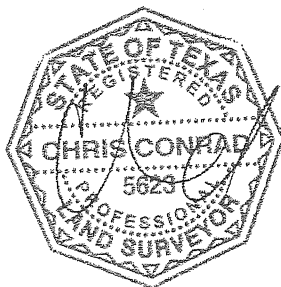
VICINITY MAP  
NOT TO SCALE

NOTES:

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 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°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°21'54"E 12.01 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 14.00 feet to a 1/2" iron rod set with a plastic cap;
3. S69°21'54"E 12.09 feet to a 1/2" iron rod set with a plastic cap;
4. S20°38'06"W 14.00 feet to a 1/2" iron rod set with a plastic cap;
5. S69°21'54"E 253.77 feet to a 1/2" iron rod set with a plastic cap;
6. N20°45'53"E 3.87 feet to a 1/2" iron rod set with a plastic cap; and
7. S69°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°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°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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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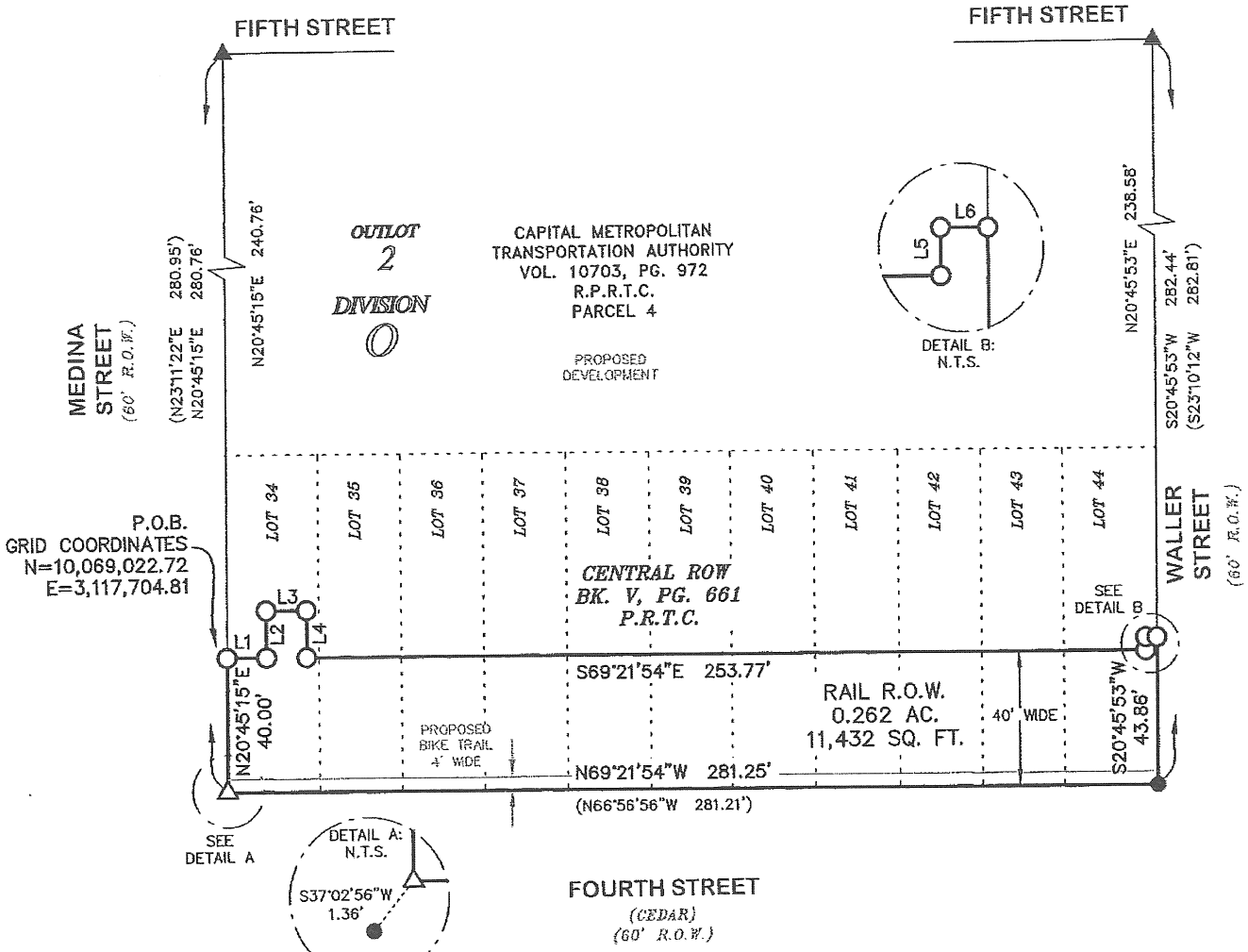
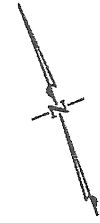
Descriptions 2014/Plaza Saltillo/Parcel 4 ROW 0.262 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 10/07/15, 02/05/16

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'



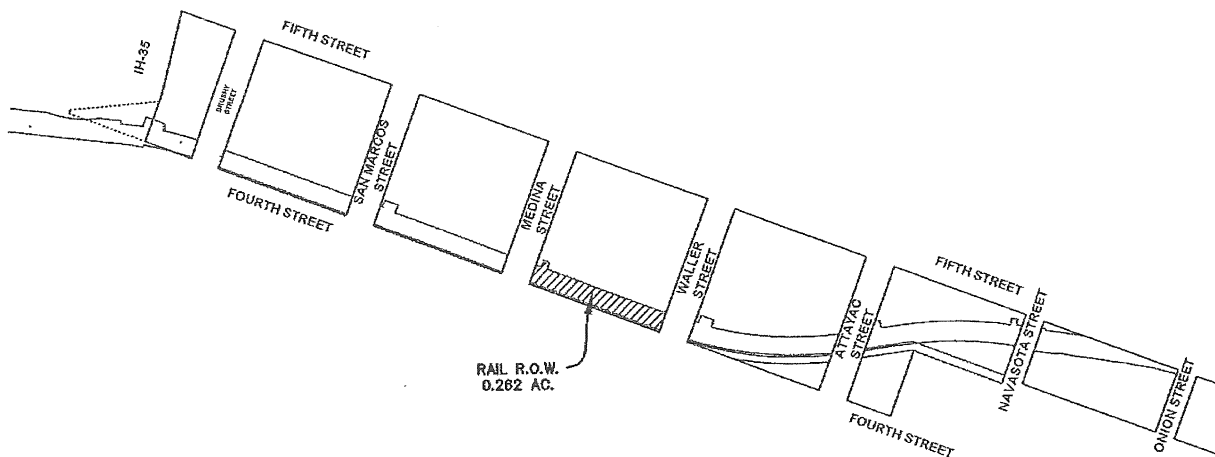
LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°21'54"E	12.01
L2	N20°38'06"E	14.00
L3	S69°21'54"E	12.09
L4	S20°38'06"W	14.00
L5	N20°45'53"E	3.87
L6	S69°14'07"E	3.39

PAGE 3 OF 4  
SURVEYED BY:

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
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.



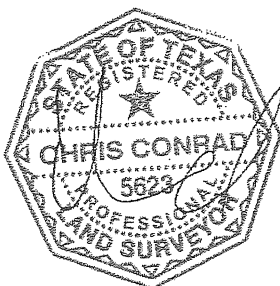
VICINITY MAP  
NOT TO SCALE

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 REVISION 7:  
SURVEYED BY: 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 0.803 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;

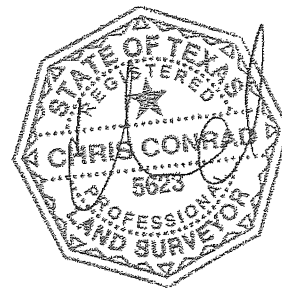
THENCE, with the west line of this tract, said Lot 45 and said CapMetro Parcel 5 tract and the east line of Waller Street, **N20°45'53"E 43.98 feet** to the POINT OF BEGINNING, and containing 0.803 of one acre, more or less, within these metes and bounds.

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



A handwritten signature in cursive script, appearing to read "Uel", which is likely a stylized signature of Chris Conrad.

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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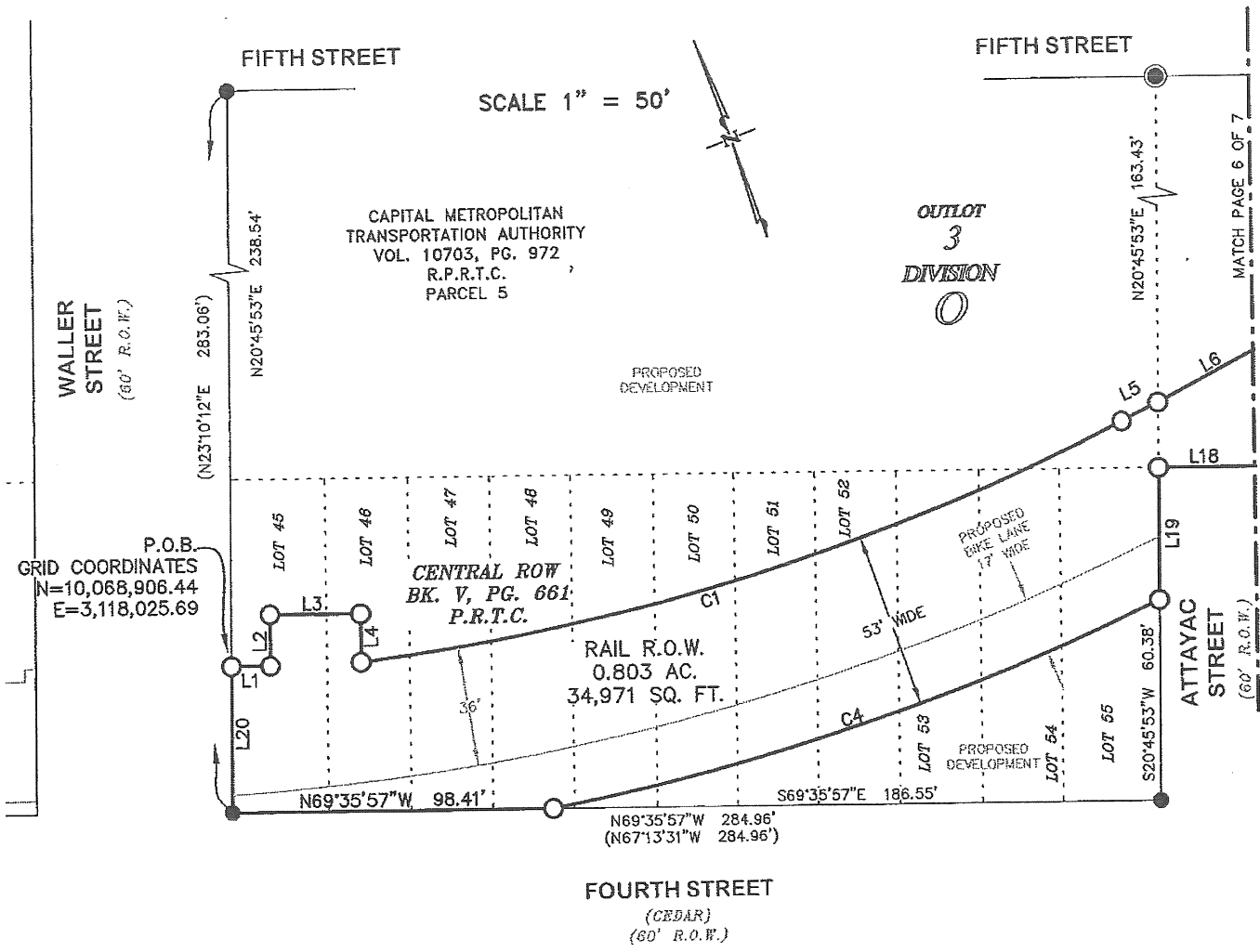
Descriptions 2015/Plaza Saltillo/Parcel 5-6 ROW 0.803 ac. Rev 2

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.



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

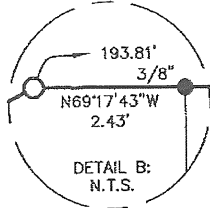
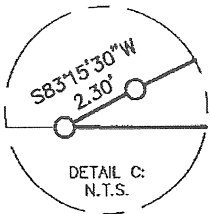
LINE	BEARING	LENGTH
L12	N08°58'22"E	13.51
L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
L15	S80°59'53"E	11.73
L16	S20°45'50"W	17.00
L17	N20°45'53"E	8.88
L18	N69°35'57"W	60.00
L19	S20°45'53"W	39.62
L20	N20°45'53"E	43.98
L21	N20°45'50"E	22.74

PAGE 5 OF 7  
SURVEYED BY:

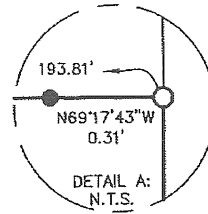
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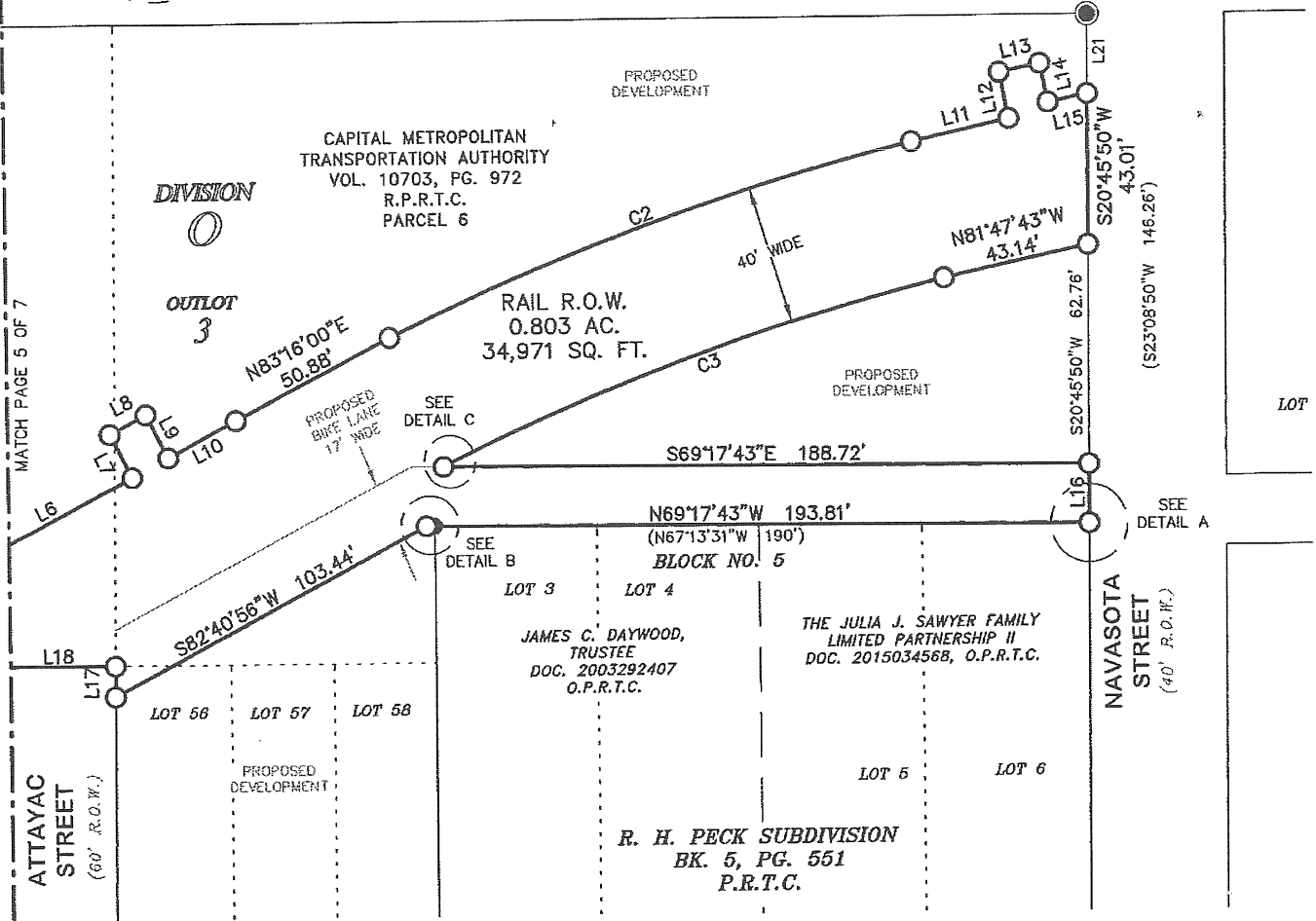
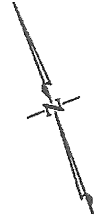
SKETCH TO ACCOMPANY DESCRIPTION OF 0.803 AC. OR 34,971 SQ. FT. OF LAND  
OUT OF LOTS 45-56, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



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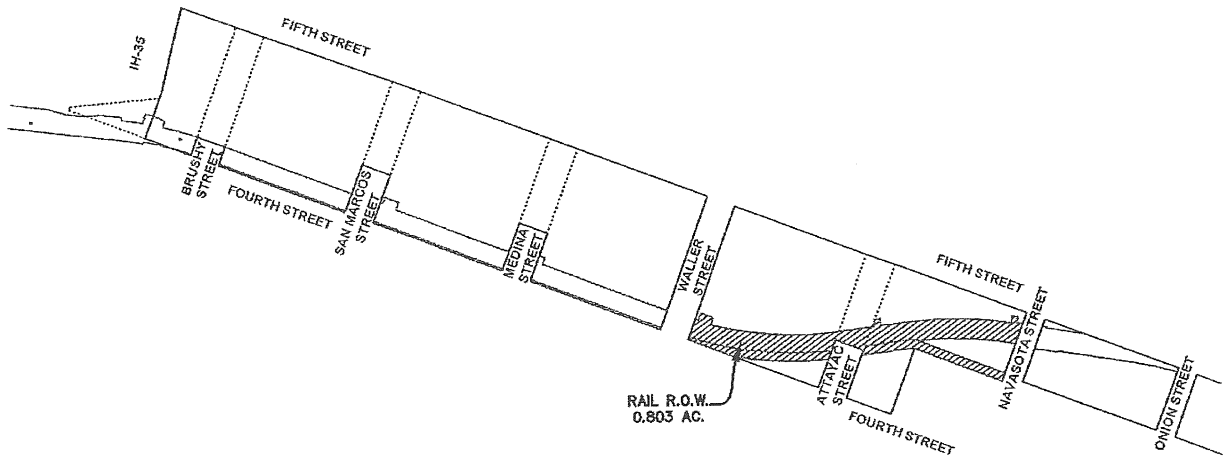
LINE TABLE		
LINE	BEARING	LENGTH
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L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
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L16	S20°45'50"W	17.00
L17	N20°45'53"E	8.88
L18	N69°35'57"W	60.00
L19	S20°45'53"W	39.62
L20	N20°45'53"E	43.98
L21	N20°45'50"E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

PAGE 6 OF 7  
SURVEYED BY:

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

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.



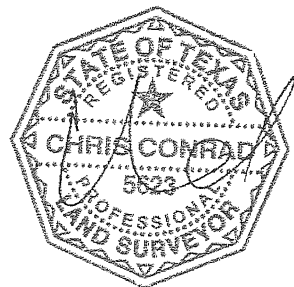
VICINITY MAP  
NOT TO SCALE

NOTES:

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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 "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
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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



02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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PAGE 7 OF 7 REVISION 2:  
SURVEYED BY: 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

## 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;

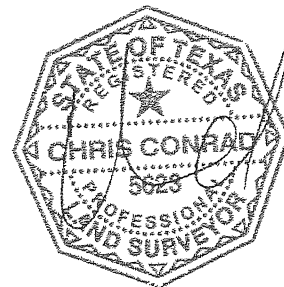
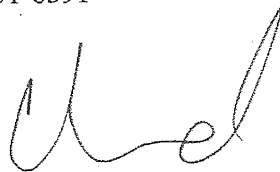
THENCE, with the east line of this tract, said Lot 7, and said CapMetro tract and the west line of Onion Street, **S20°45'27"W 8.95 feet** to the POINT OF BEGINNING and containing 0.196 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

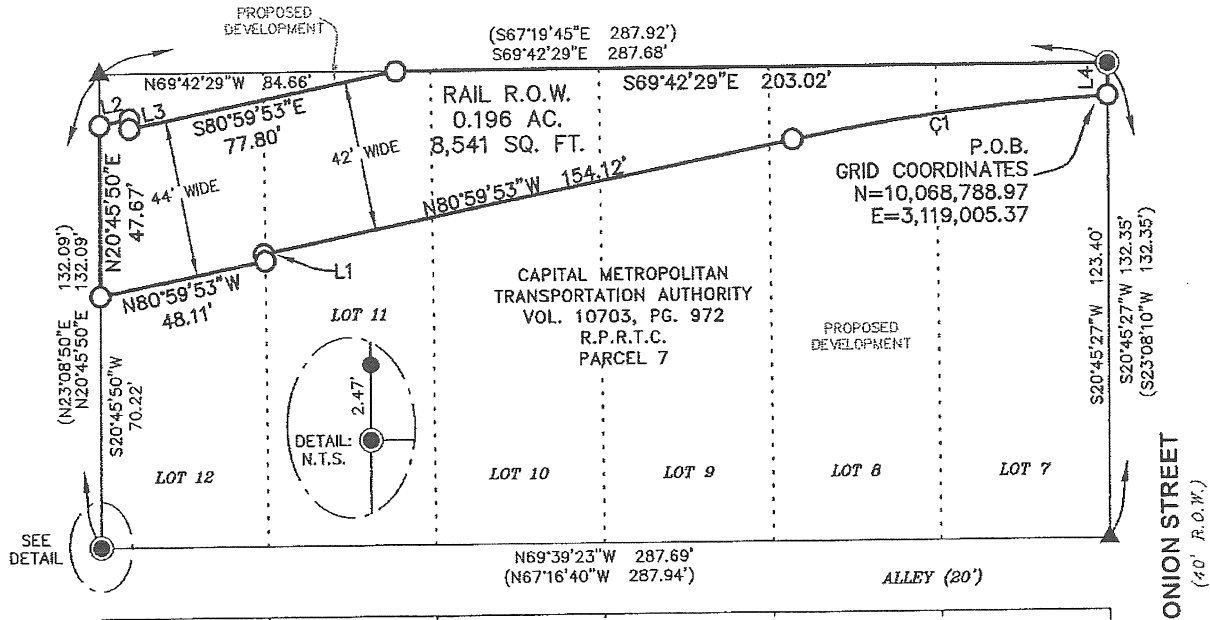
CMTA

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'



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



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

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

LOT 1      LOT 2      LOT 3      LOT 4      LOT 5      LOT 6

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:

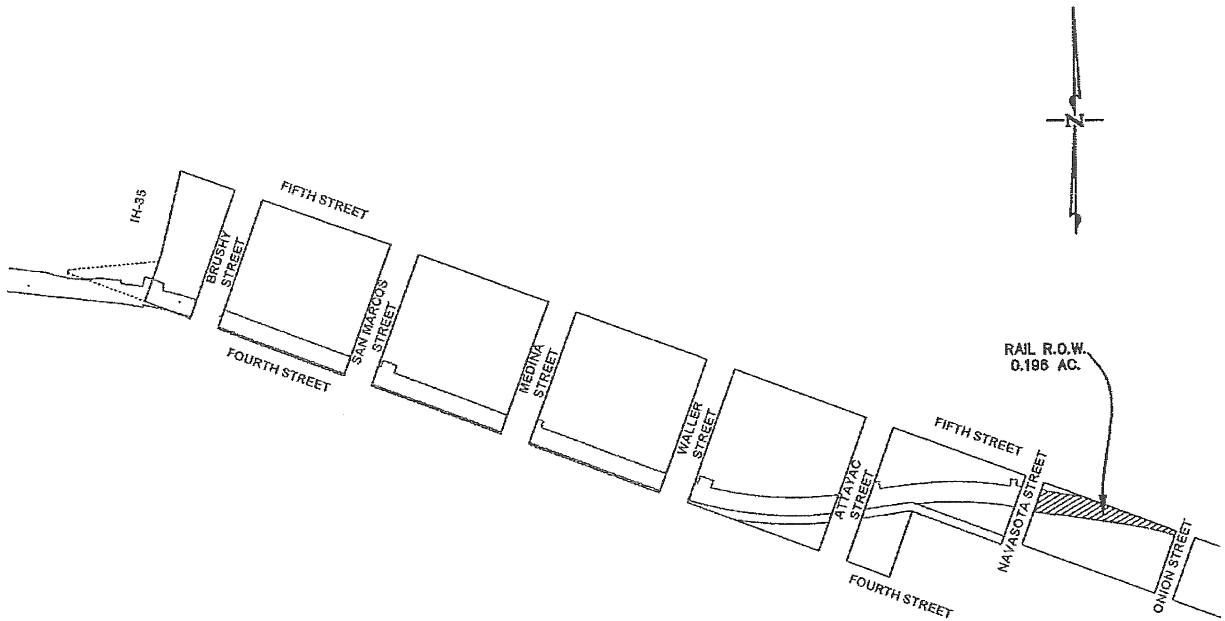
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FRIM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



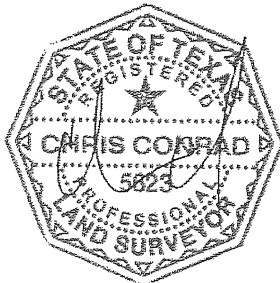
VICINITY MAP NOT TO SCALE

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 "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*

02/04/16

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: 02/04/2016 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 0.002 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°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°40'59", a radius of 713.81 feet, an arc distance of 45.89 feet, the chord of which bears S73°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°39'26"E 266.99 feet;

0.002 AC.

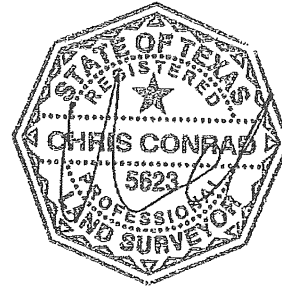
THENCE, with the east line of this tract, said Lot 11, and said CapMetro tract and the west line of Brushy Street, S20°39'26"W 3.29 feet to the POINT OF BEGINNING, and containing 0.002 of one acre, more or less, within these metes and bounds.

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 "Uel", 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'

FIFTH STREET

OUTLOT  
1  
DIVISION  
O

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

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

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

PROPOSED  
DEVELOPMENT

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

LOT 4

LOT 5

LOT 6

LOT 7

IH-35  
(R.O.W. VARIES)

(N87°44'00"E 181.05')  
(N85°24'03"E 181.05')

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

EXISTING IH-35 R.O.W. LINE  
N20°37'13"E 84.85'

LOT 8

LOT 9

LOT 10

LOT 11

PROPOSE  
BIKE TRAIL  
0.002 AC.  
95 SQ. FT.

(N66°56'56"W 263.25')  
N69°21'54"W 263.22'

N69°21'54"W 54.19'

N69°21'54"W 45.76'

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

P.O.B.  
GRID COORDINATES  
N=10,069,244.21  
E=3,117,003.14

LINE TABLE

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

CURVE TABLE

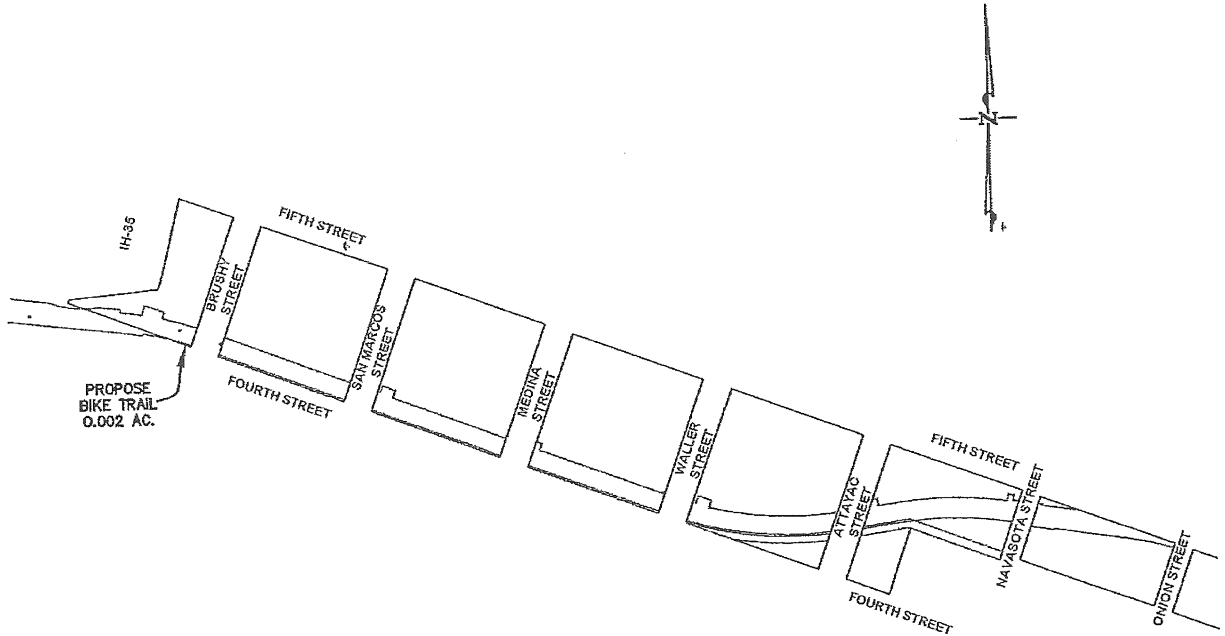
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	45.89	713.81	03°40'59"	22.95	S73°28'54"E	45.88

PAGE 3 OF 4  
SURVEYED BY:

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

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.



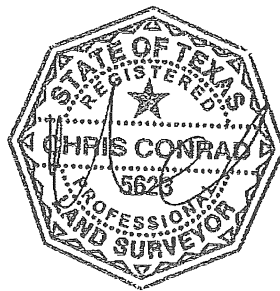
VICINITY MAP NOT TO SCALE

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.

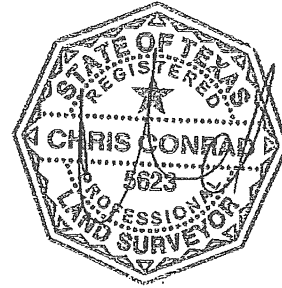
THENCE, with the east line of this tract, said Lot 22, and said CapMetro tract and the west line of San Marcos Street,  $S20^{\circ}45'15''W$  4.00 feet to the POINT OF BEGINNING, and containing 0.025 of one acre, more or less, within these metes and bounds.

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 black ink, appearing to read "Chris Conrad".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

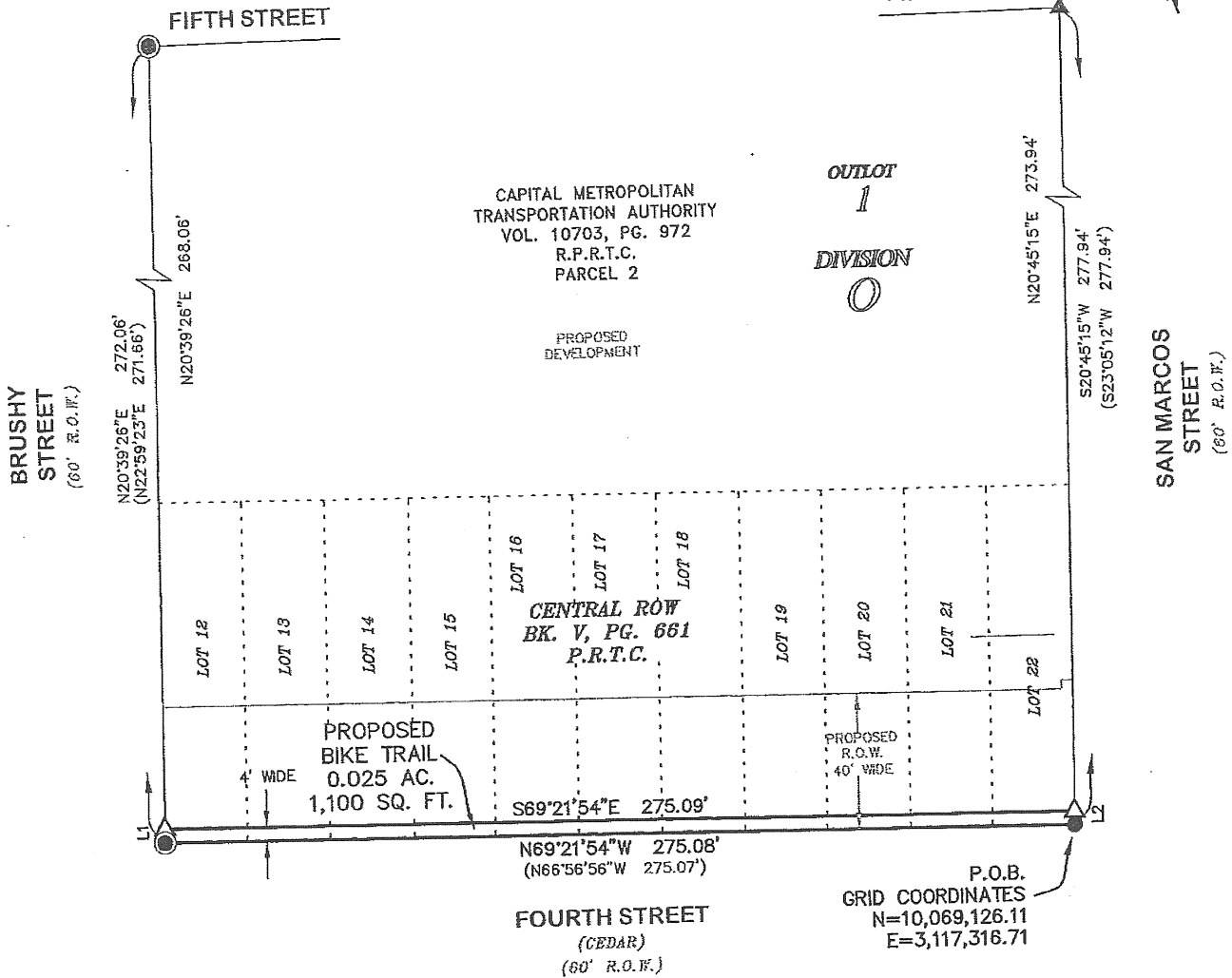
Descriptions 2014/Plaza Saltillo/Parcel 2 Trail 0.025 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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'



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:

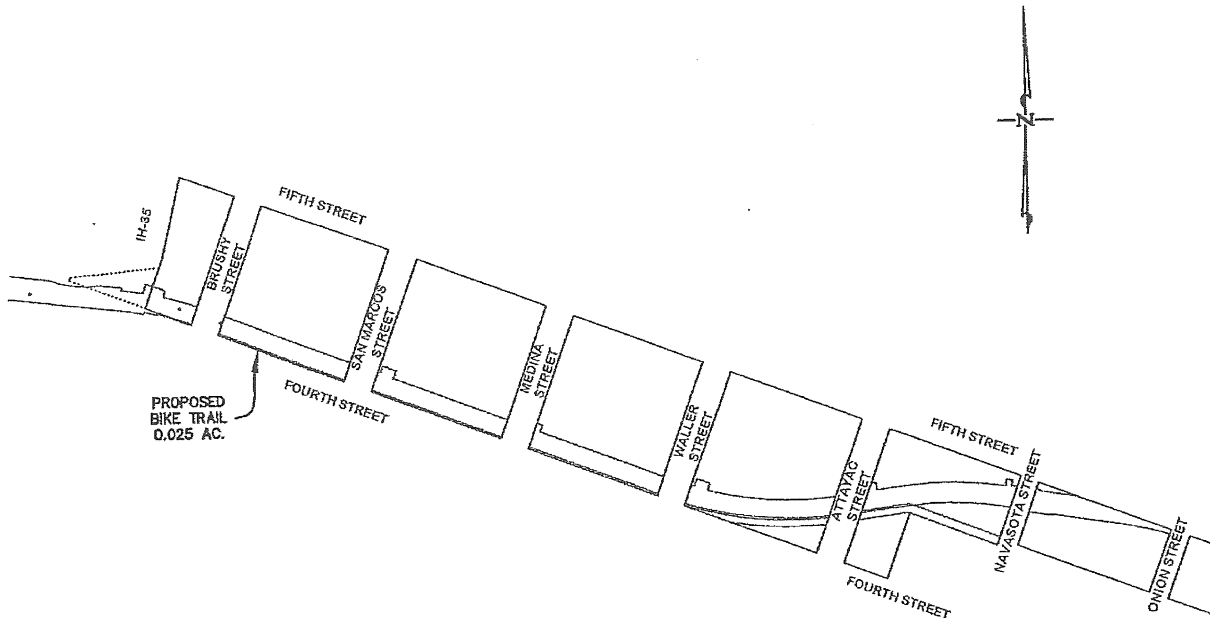
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



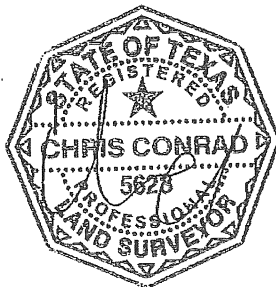
VICINITY MAP  
NOT TO SCALE

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 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 0.026 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°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°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°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°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°45'15"E 276.40 feet**;

0.026 AC.

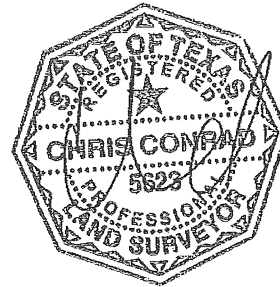
THENCE, with the east line of this tract, said Lot 33, and said CapMetro tract and the west line of Medina Street,  $S20^{\circ}45'15''W$  4.00 feet to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

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 "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

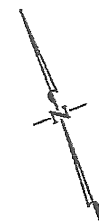
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 3 Trail 0.026 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

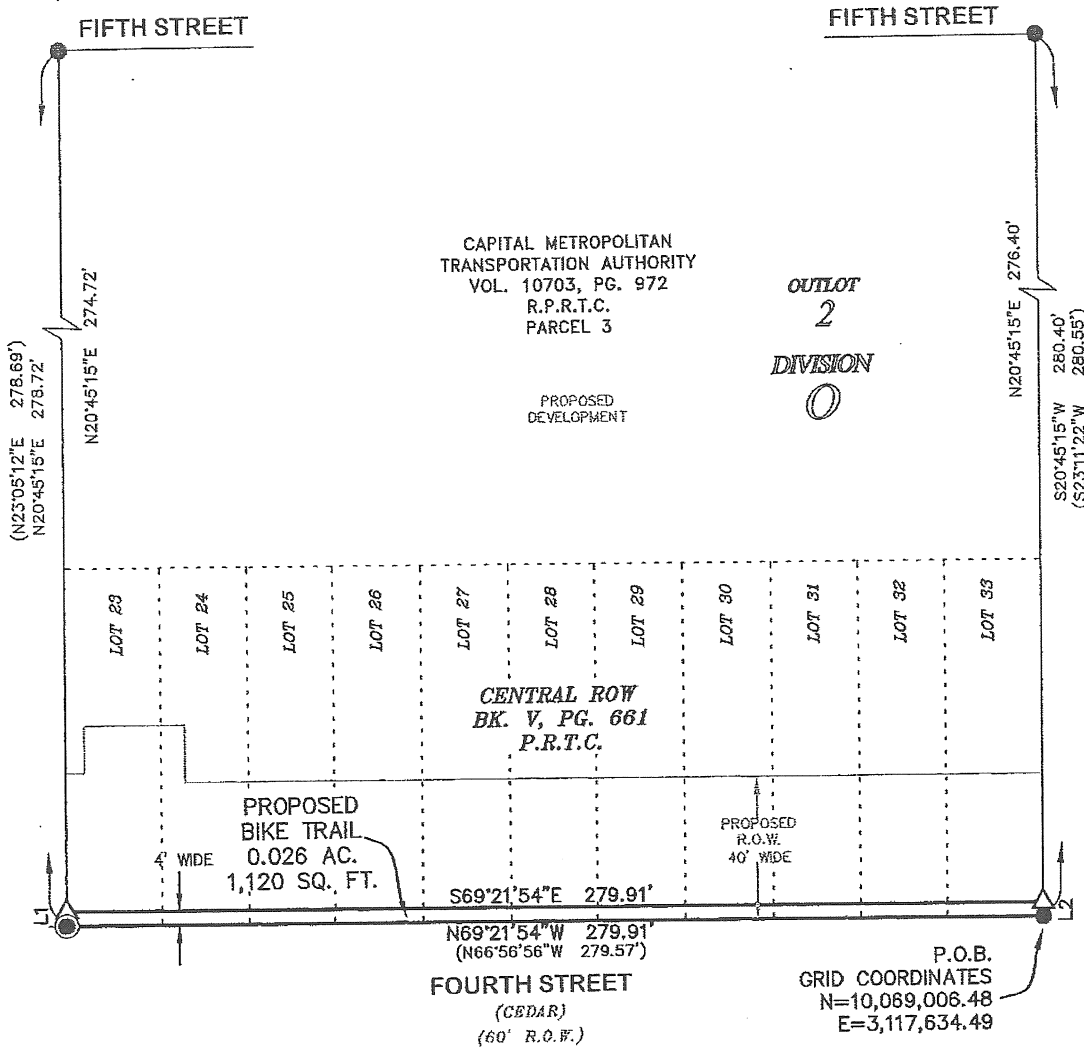
CMTA

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'



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



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:

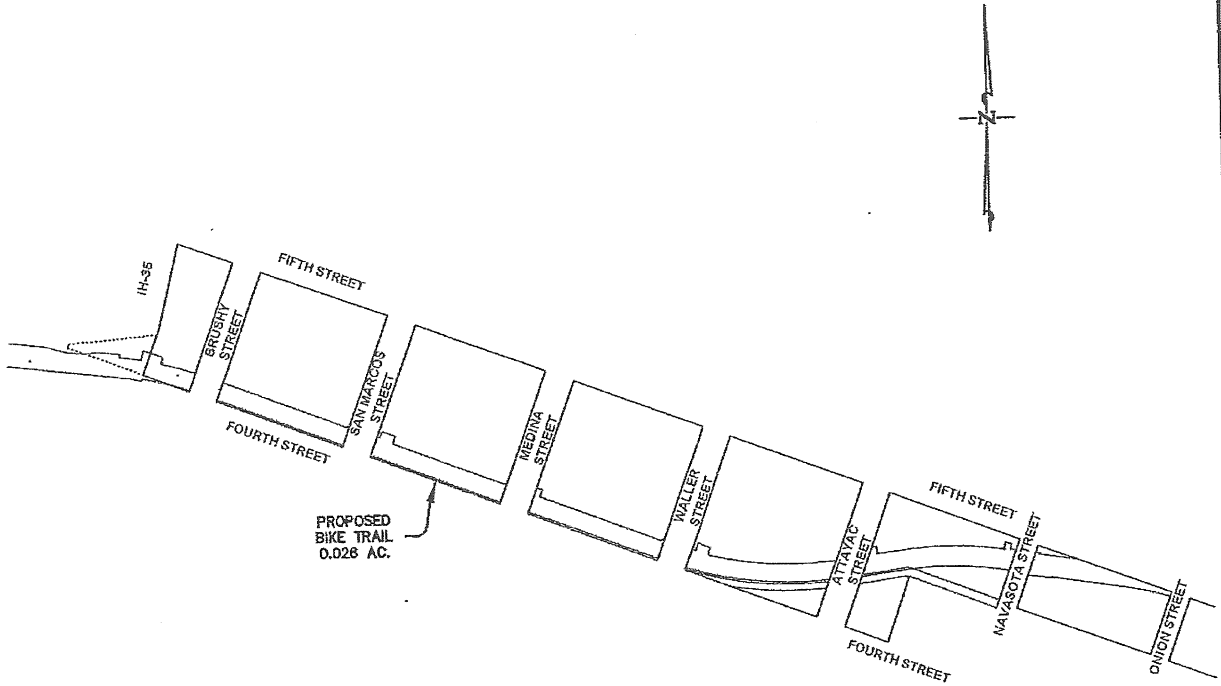
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

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:

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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



*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 0.026 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

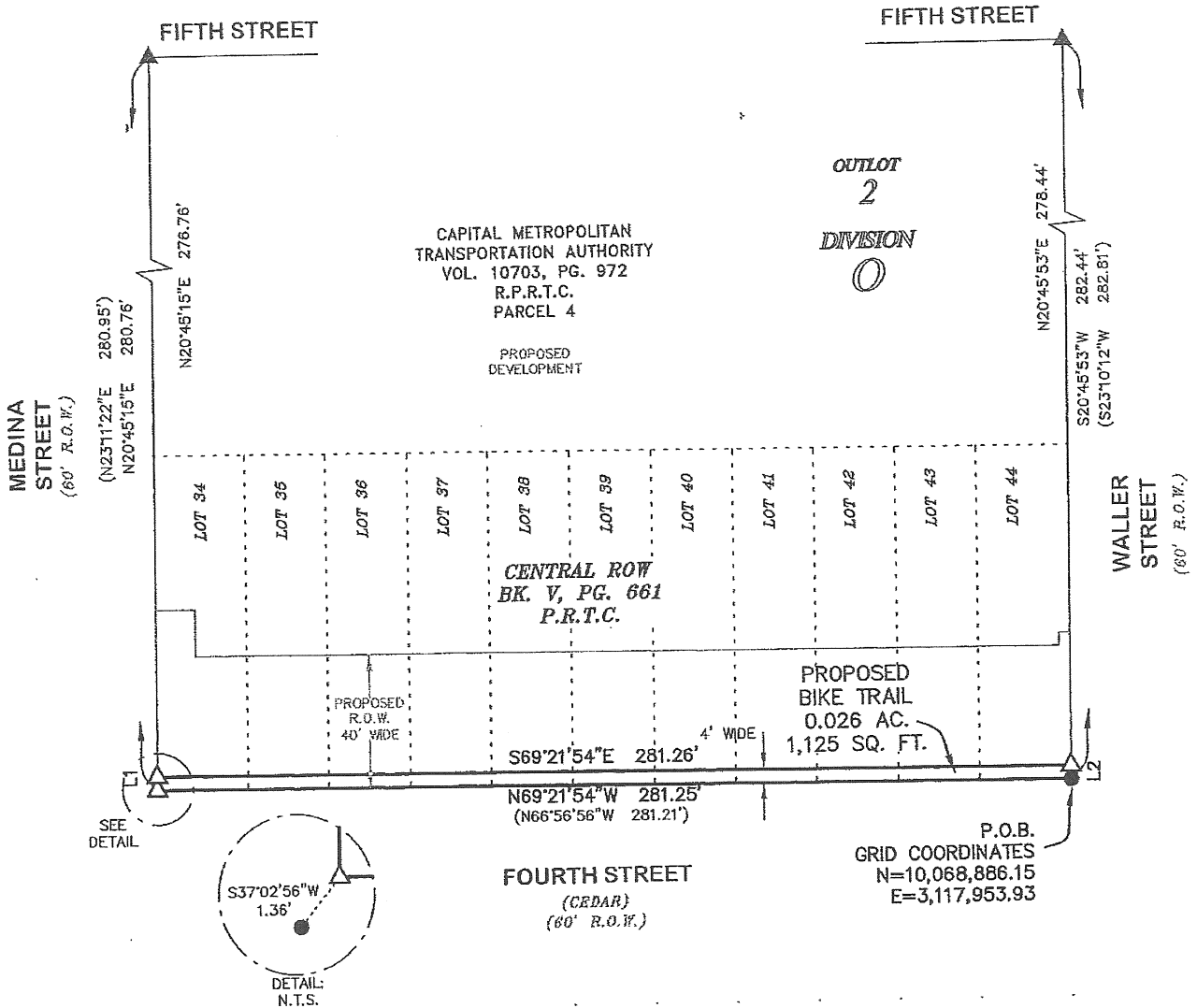
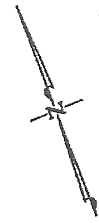
Descriptions 2014/Plaza Saltillo/Parcel 4 Trail 0.026 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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

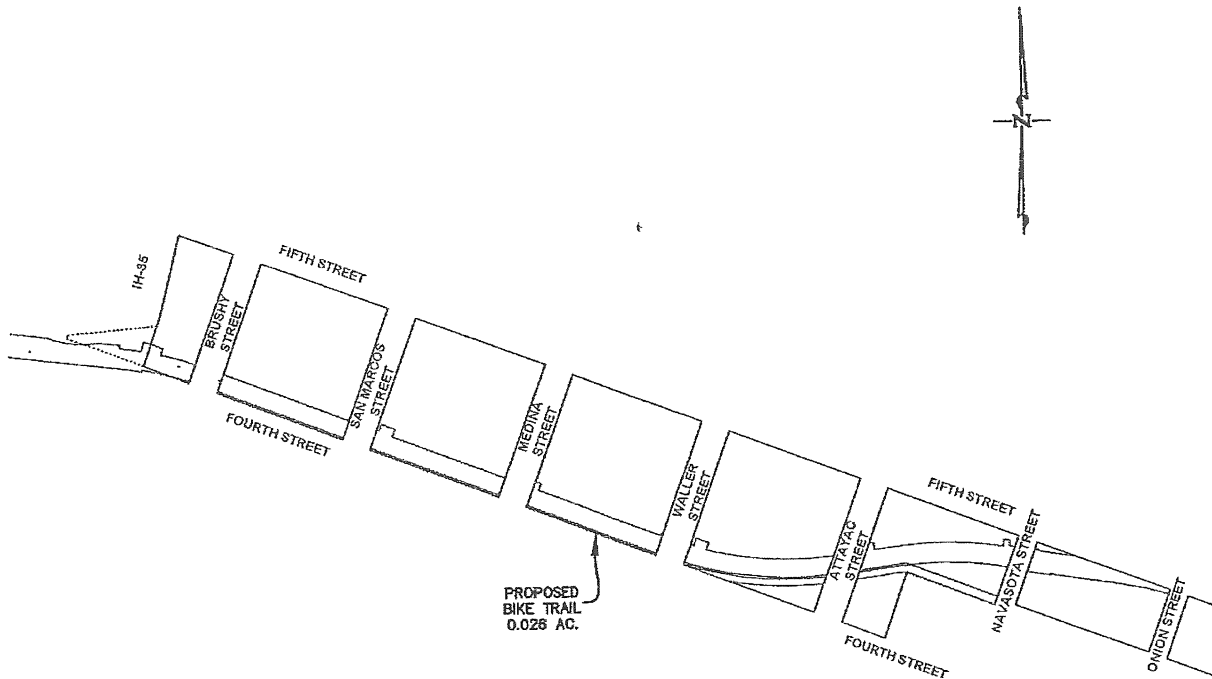
PAGE 3 OF 4  
SURVEYED BY:

**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.



PROPOSED BIKE TRAIL  
0.026 AC.

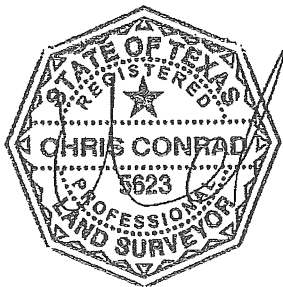
VICINITY MAP  
NOT TO SCALE

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 REVISION 5:  
 SURVEYED BY: 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 0.100 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

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'

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

FIFTH STREET

FIFTH STREET

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
PARCEL 5

OUTLOT  
3  
DIVISION

PROPOSED  
DEVELOPMENT

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

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

PROPOSED  
BIKE TRAIL  
0.100 AC.  
4,353 SQ. FT.

17' WIDE

P.O.B.  
GRID COORDINATES  
N=10,068,870.19  
E=3,118,011.94

RAIL  
R.O.W.  
55' WIDE

PROPOSED  
DEVELOPMENT

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

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

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:

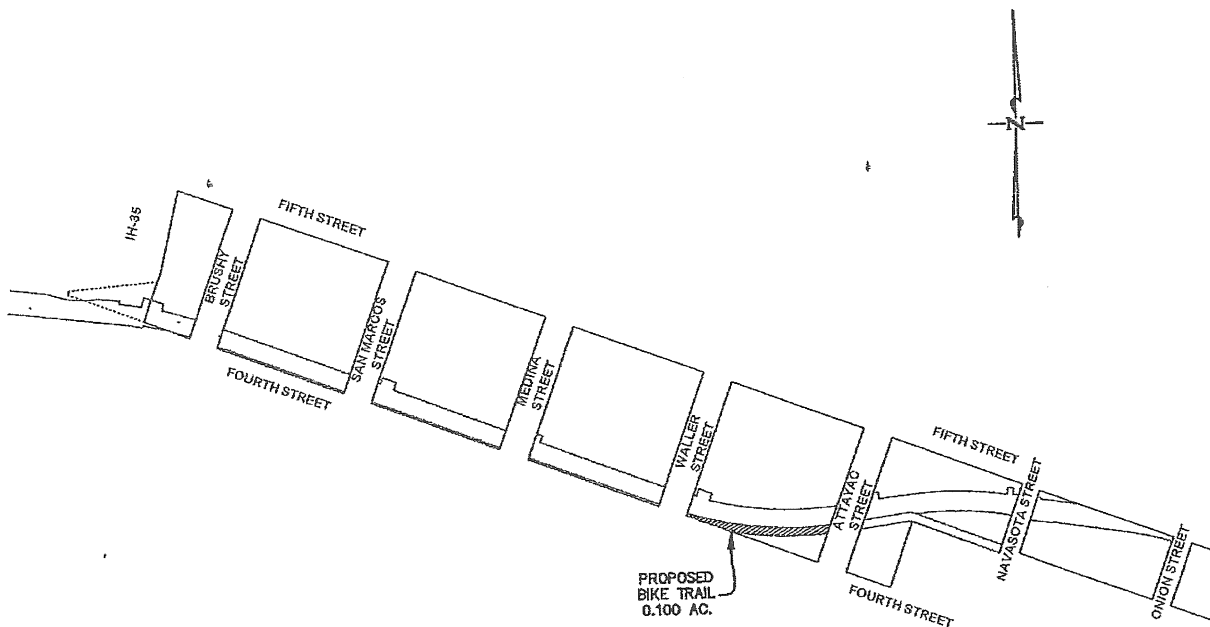


McGRAY & McGRAY  
LAND SURVEYORS, INC.

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

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.



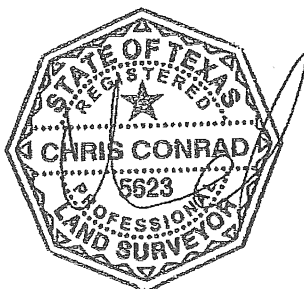
VICINITY MAP  
NOT TO SCALE

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



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 6:  
 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 0.118 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



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 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.

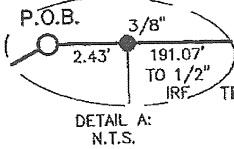
SCALE 1" = 50'

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

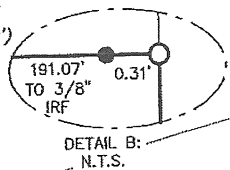
FIFTH STREET  
(PINE STREET)  
(60' R.O.W.)

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



DETAIL B:  
N.T.S.

OUTLOT  
3  
DIVISION  
O

(N23°09'30"E 283.71'  
N20°45'53"E 283.18')

PROPOSED  
R.O.W.  
40' WIDE

PROPOSED  
DEVELOPMENT

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

S69°17'43"E 198.07'

N20°45'50"E 128.51'

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

SEE  
DETAIL A

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

17'  
WIDE

SEE  
DETAIL B

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 5

LOT 6

R. H. PECK SUBDIVISION  
BK. 5, PG. 551  
P.R.T.C.

BLOCK NO. 5

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

LOT 56

LOT 57

LOT 58

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

S20°25'52"W  
139.22'

LOT 3

LOT 4

FOURTH STREET

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

PAGE 3 OF 4  
SURVEYED BY:

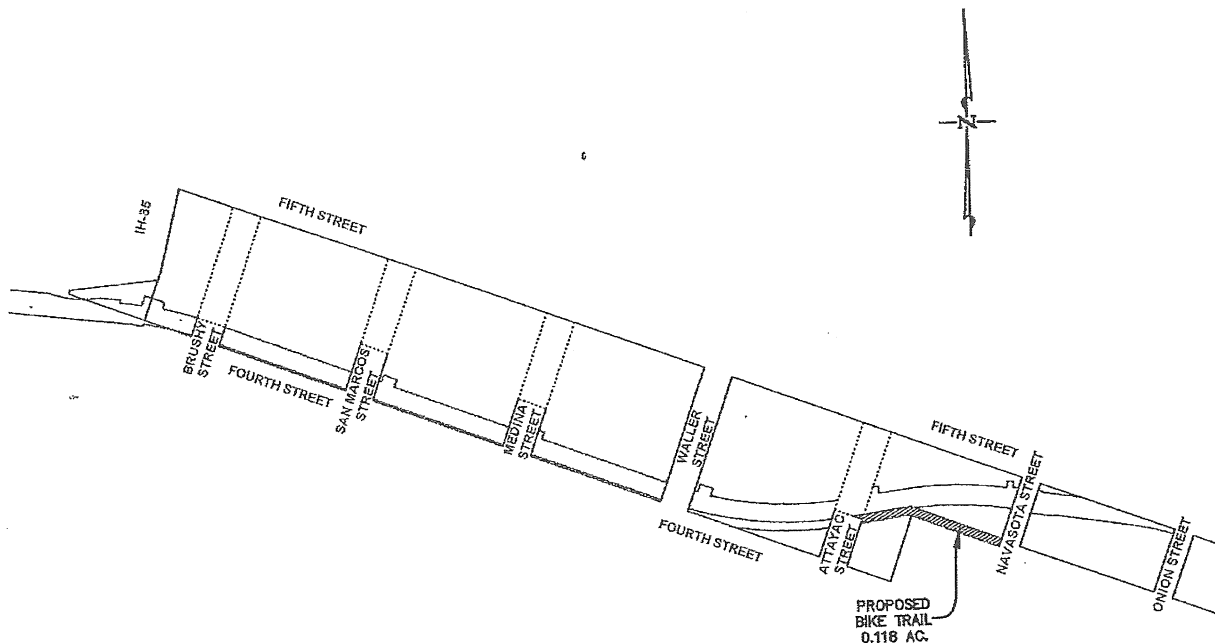
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



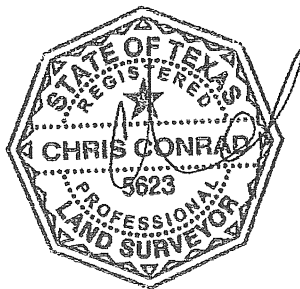
VICINITY MAP  
NOT TO SCALE

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.



*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 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°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°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°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°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°39'53"W 40.00 feet;

0.873 AC.

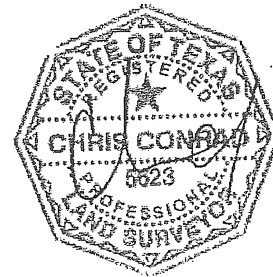
THENCE, with the west line of this tract, said Lot 12, and said CapMetro Parcel 8 tract and the east line of Onion Street, N20°45'27"E 132.38 feet to the POINT OF BEGINNING and containing 0.876 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

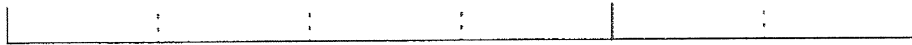
Descriptions 2014/Plaza Saltillo/Tract D  
Issued 12/10/15

AUSTIN GRID J-22

CMTA

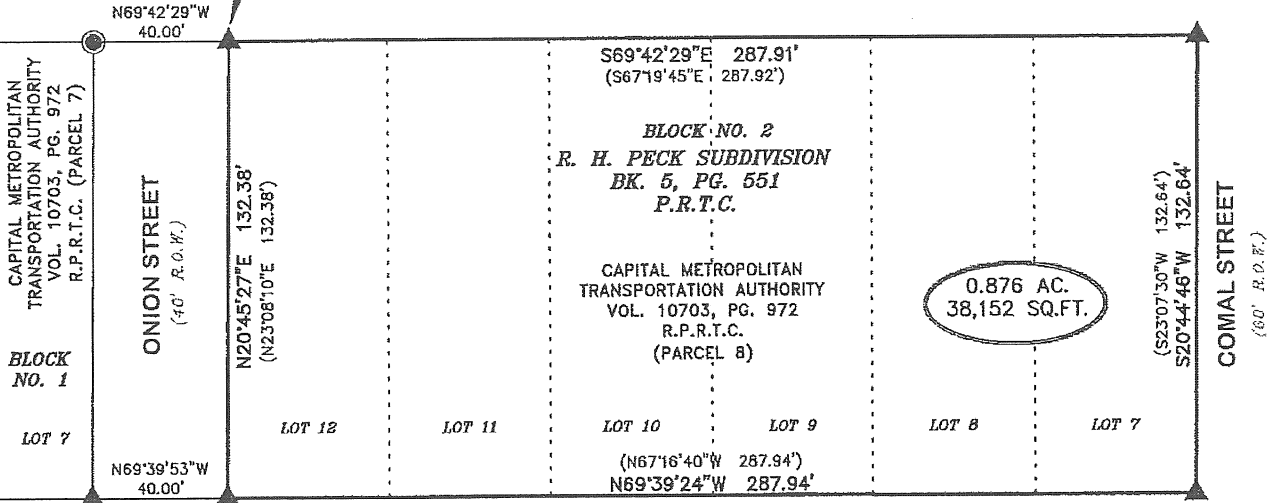
SKETCH TO ACCOMPANY DESCRIPTION OF 0.876 AC. OR 38,152 SQ. FT.  
OF LAND OUT OF LOTS 7-12, BLOCK NO. 2 R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

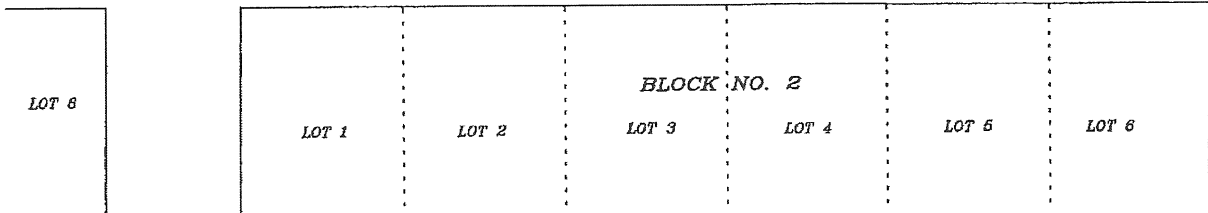


FIFTH STREET  
(PINK STREET)  
(80' R.O.W.)

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



ALLEY (20')



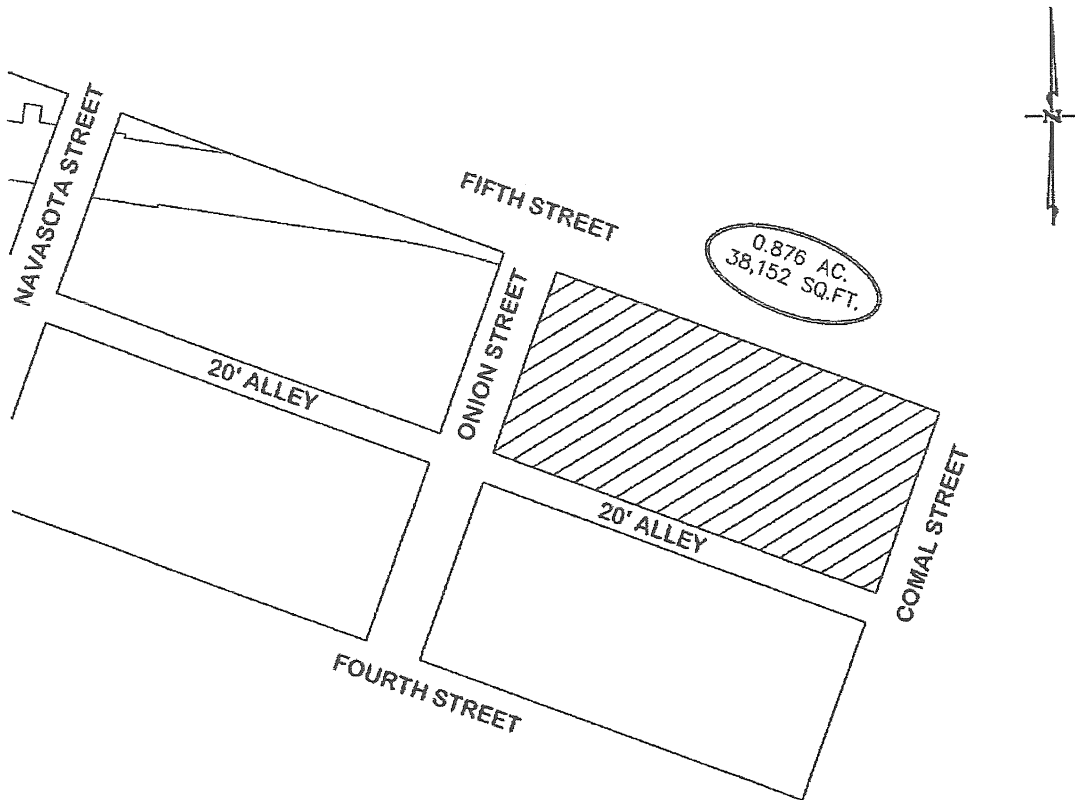
PAGE 3 OF 4  
SURVEYED BY:



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

CMTA

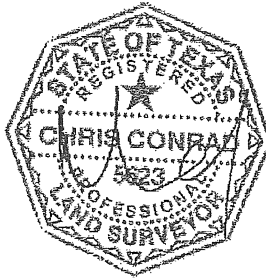
SKETCH TO ACCOMPANY DESCRIPTION OF 0.876 AC. OR 38,152 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 2 R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

NOTES:

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2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
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*Chris Conrad*

12/10/15

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

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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

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 D

### Prohibited Uses

- (a) Any use which constitutes a public or private nuisance or which permits or generates a noxious (as opposed to the normal and customary Class A retail, Class A office or Class A for-rent residential in a mixed-use community) odor, noise, sound, litter, dust, or dirt which can be heard, smelled or readily seen outside of the improvements on the Property.
- (b) Any use which produces or is accompanied by any unusual fire, explosive, or other damaging or dangerous hazards (including the storage or sale of explosives or fireworks).
- (c) A flea market or pawn shop.
- (d) Repair or service center (except that service centers or service uses which are incidental to a store selling goods and/or services is not prohibited hereunder).
- (e) Any fire sale, bankruptcy sale or auction house operation.
- (f) Any massage parlor (except that this prohibition will not prohibit day spas or health clubs or spas including those associated with a hotel use).
- (g) Any mortuary, funeral home, or crematorium.
- (h) Any gambling facility or operation, including, but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall.
- (i) Any assembling, manufacturing, fabricating, refining, smelting, agricultural or mining operation.
- (j) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live nude or partially clothed dancers or wait staff or similar establishments.
- (k) Any dry cleaning plant, provided this will not prohibit a dry cleaning drop off and pick up use.
- (l) Any correctional or detention facilities.
- (m) Any sale or provision of janitorial supplies or services (other than normal janitorial services being provided to the Property).
- (n) Any plant nursery which grows flowers or plants in bulk on the premises.
- (o) Any heavy equipment sales.
- (p) Any workers compensation offices.

(q) Any collection agencies.

(r) Any laundromats.

**EXHIBIT E**

Location of LAB Improvements

[Attached]

## 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°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°40'59"**, a radius of **713.81 feet**, an arc distance of **45.89 feet**, the chord of which bears **S73°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°39'26"E 266.99 feet**;



0.002 AC.

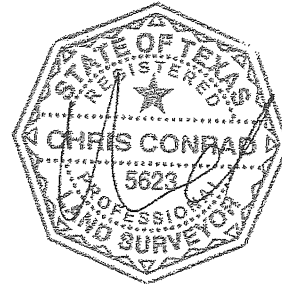
THENCE, with the east line of this tract, said Lot 11, and said CapMetro tract and the west line of Brushy Street, S20°39'26"W 3.29 feet to the POINT OF BEGINNING, and containing 0.002 of one acre, more or less, within these metes and bounds.

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 cursive script, appearing to read "Chris Conrad".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

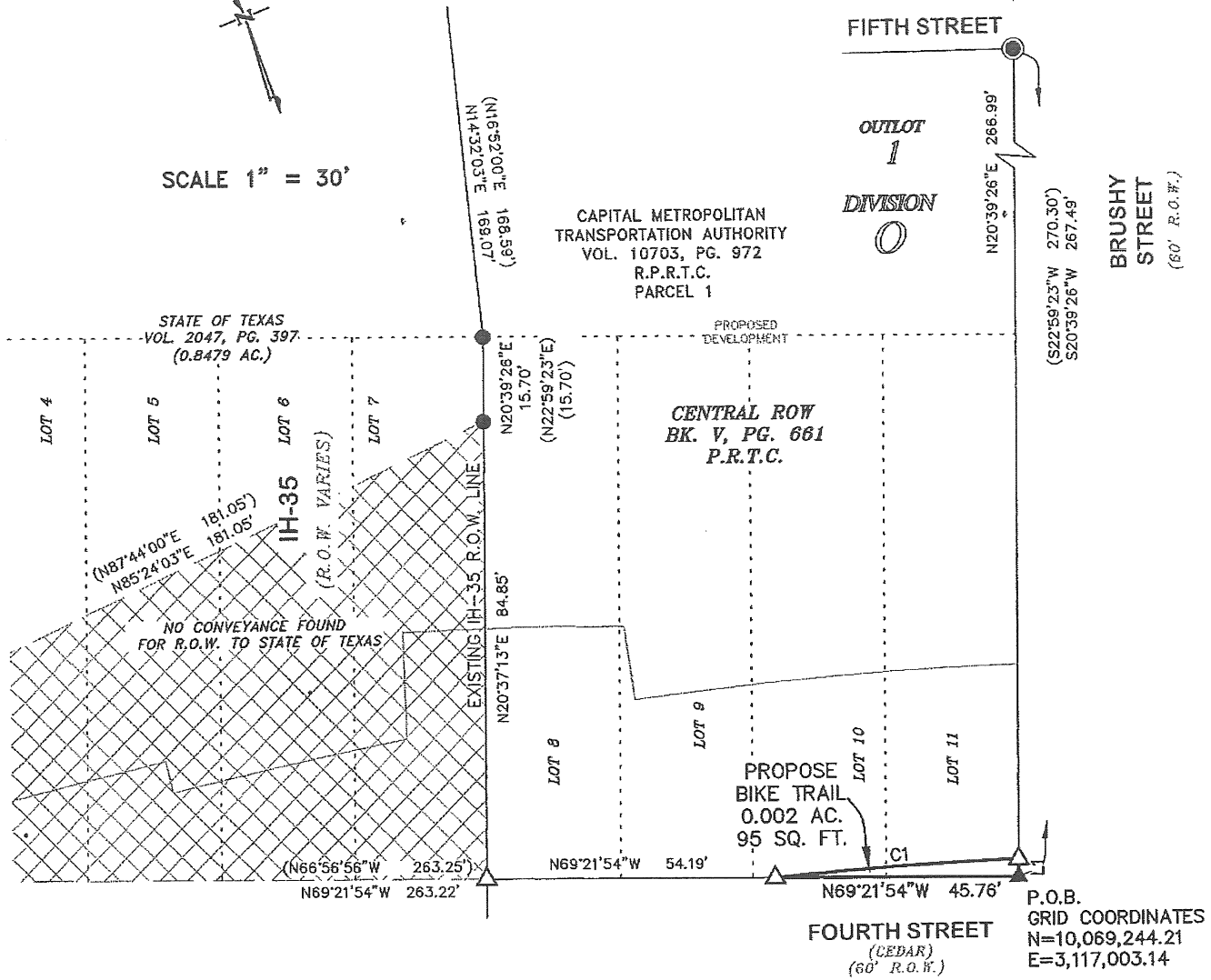
AUSTIN GRID J-22

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

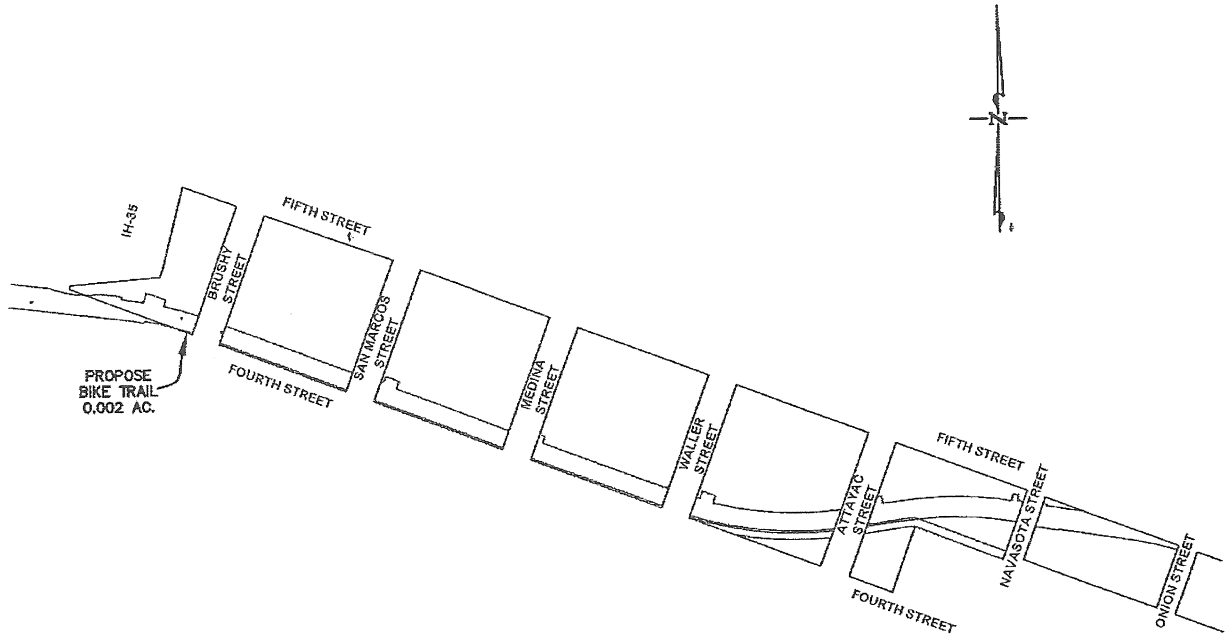
PAGE 3 OF 4  
SURVEYED BY:

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

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

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.



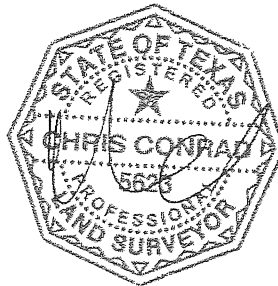
VICINITY MAP  
NOT TO SCALE

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
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- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

NOTES:

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02/05/16

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

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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.

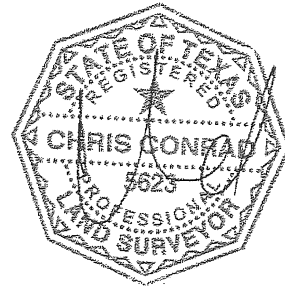
THENCE, with the east line of this tract, said Lot 22, and said CapMetro tract and the west line of San Marcos Street,  $S20^{\circ}45'15''W$  4.00 feet to the POINT OF BEGINNING, and containing 0.025 of one acre, more or less, within these metes and bounds.

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 black ink, appearing to read "C. Conrad", is written over a horizontal line.

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

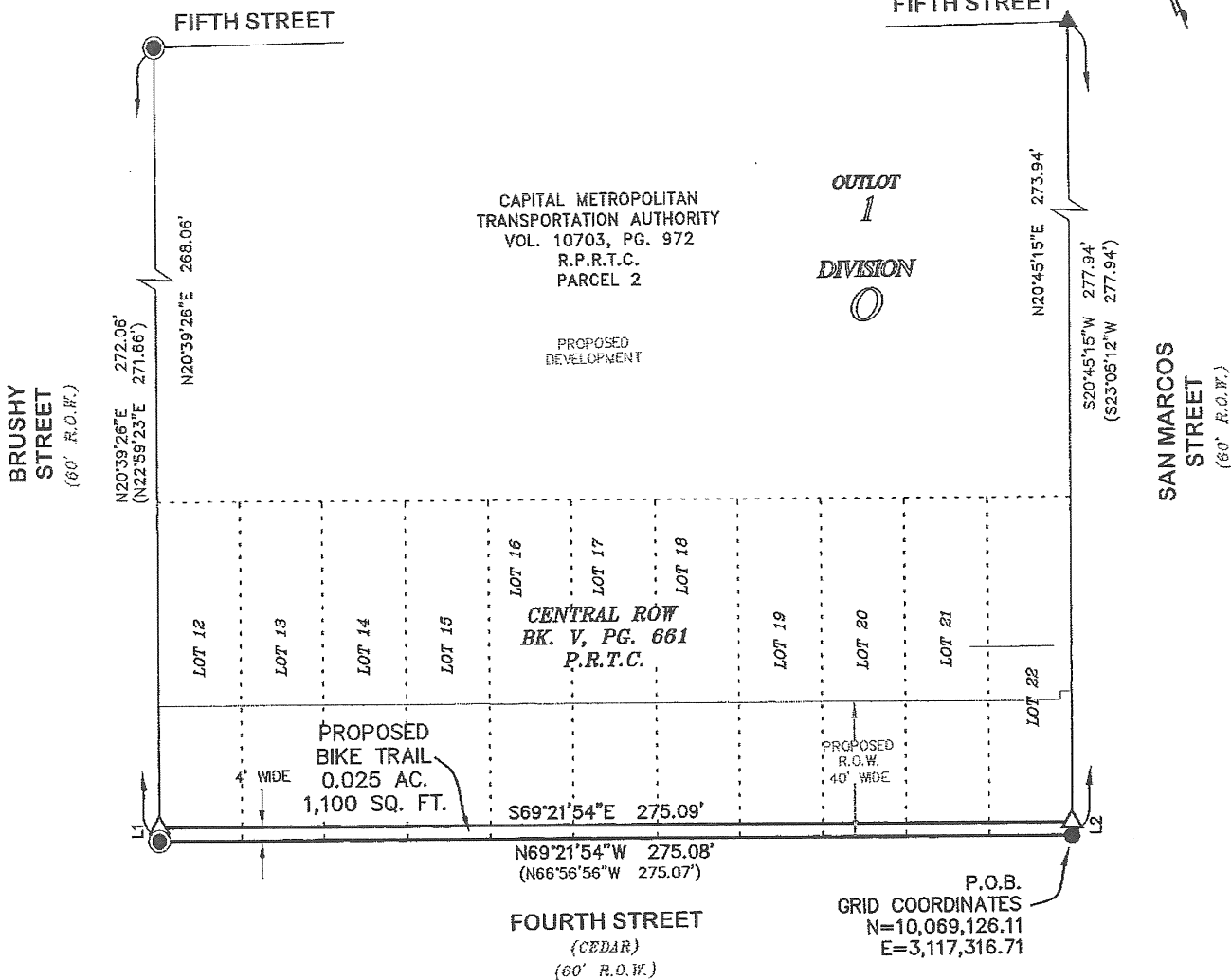
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 2 Trail 0.025 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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'



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:

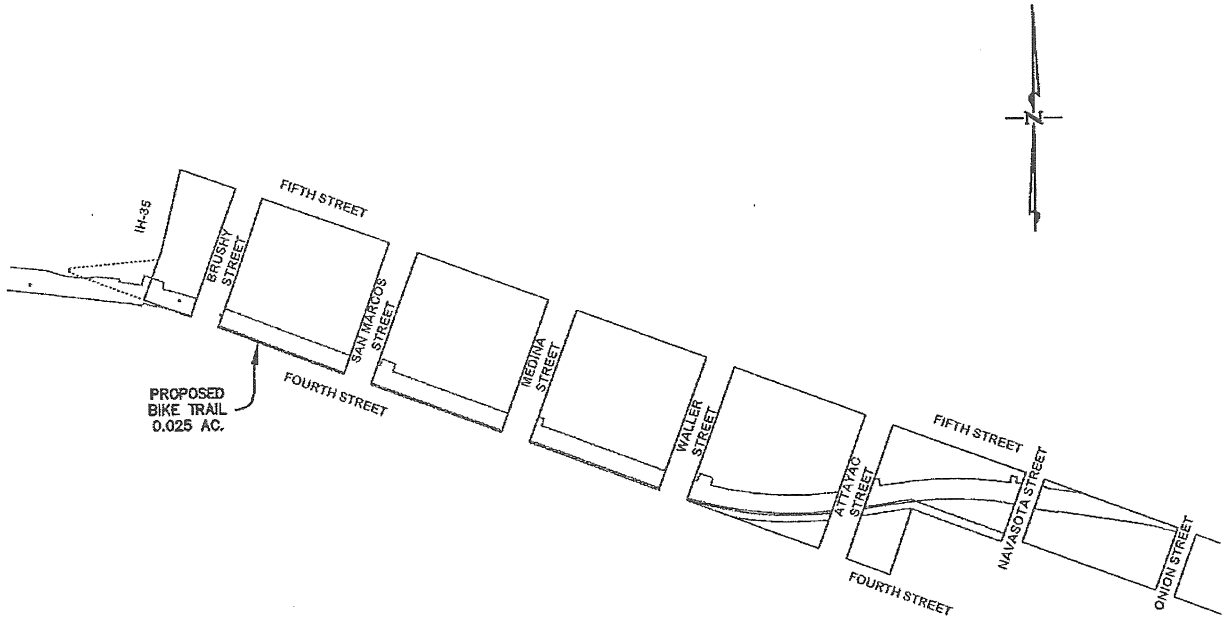
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



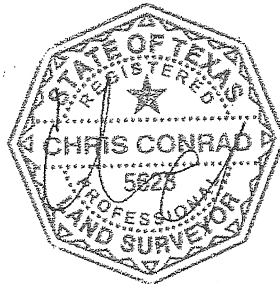
VICINITY MAP  
NOT TO SCALE

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)
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NOTES:

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*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5625 DATE

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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 0.026 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°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°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°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°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°45'15"E 276.40** feet;



0.026 AC.

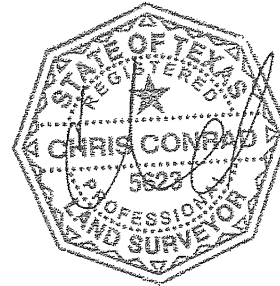
THENCE, with the east line of this tract, said Lot 33, and said CapMetro tract and the west line of Medina Street, **S20°45'15"W 4.00 feet** to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

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 "Chris Conrad".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

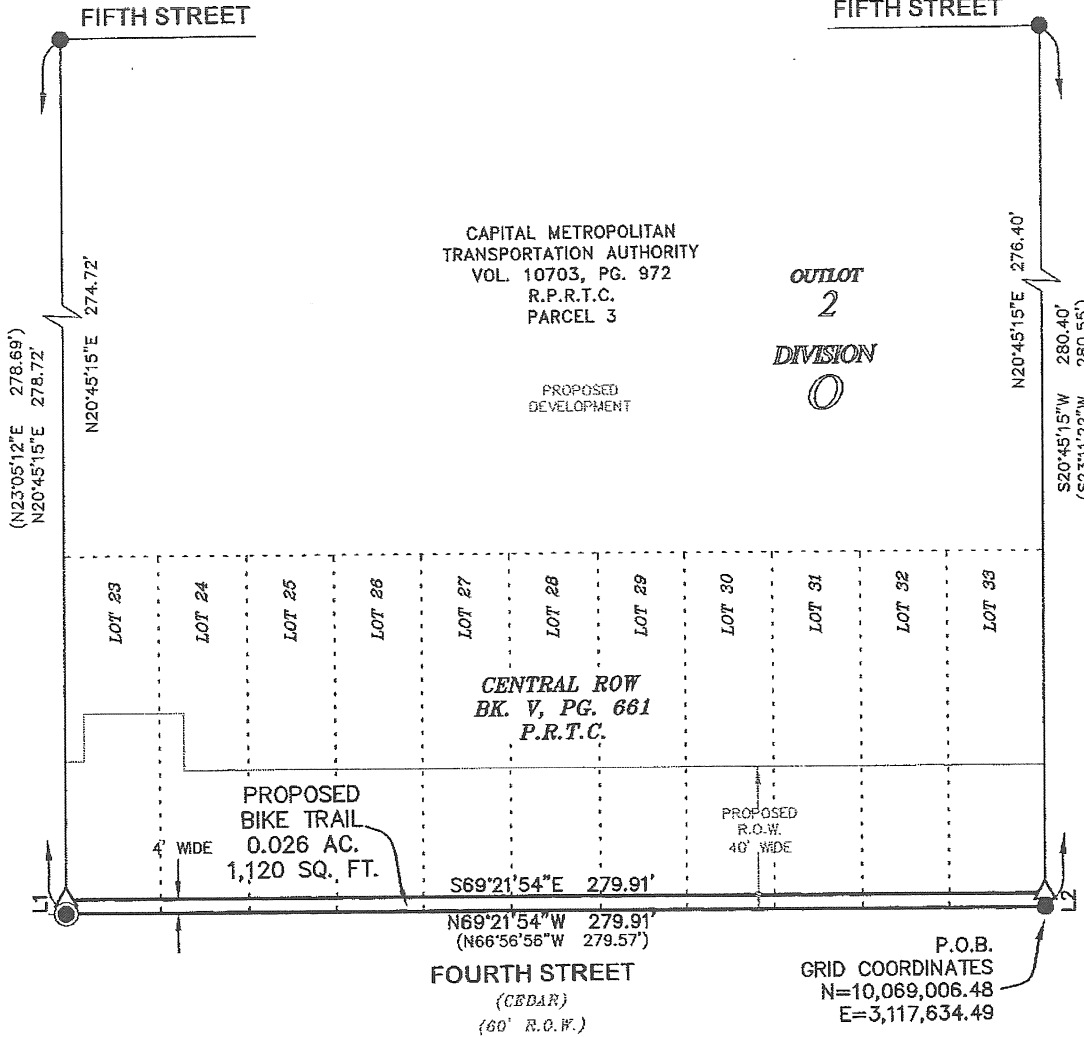
CMTA

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'



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



CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY VOL. 10703, PG. 972 R.P.R.T.C. PARCEL 3

OUTLOT 2 DIVISION

PROPOSED DEVELOPMENT

LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33

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

PROPOSED BIKE TRAIL 0.026 AC. 1,120 SQ. FT.

PROPOSED R.O.W. 40' WIDE

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

P.O.B. GRID COORDINATES N=10,069,006.48 E=3,117,634.49

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:

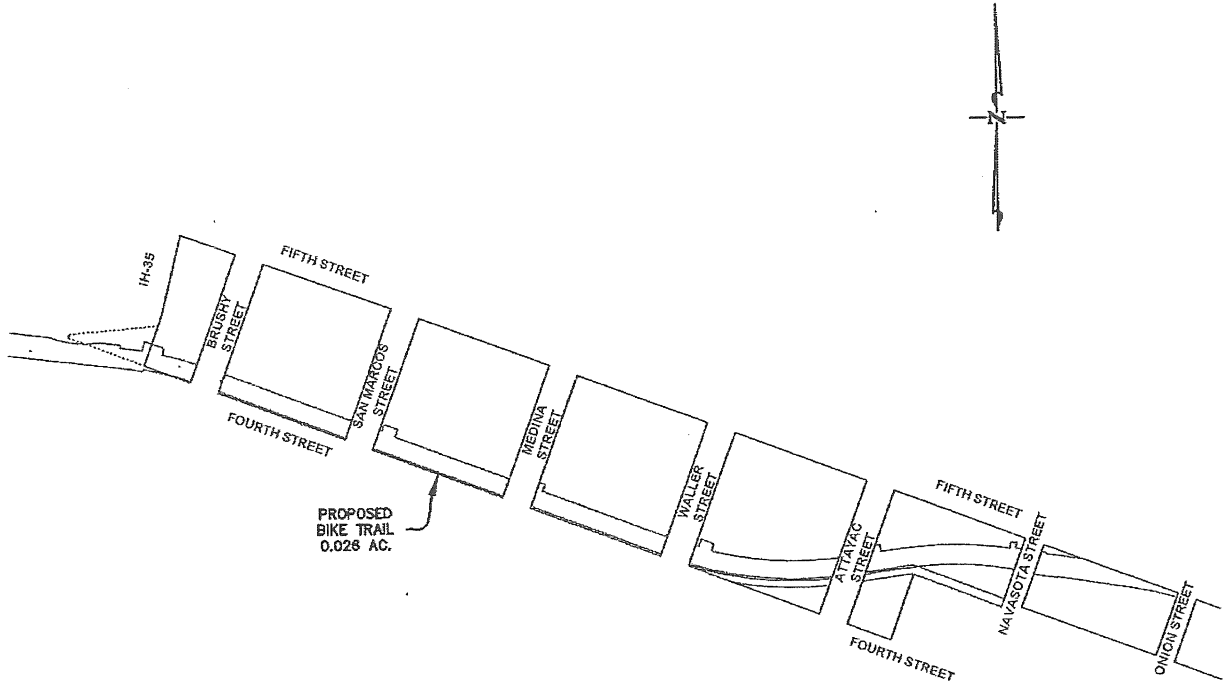
McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 TBPLS FIRM# 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

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.



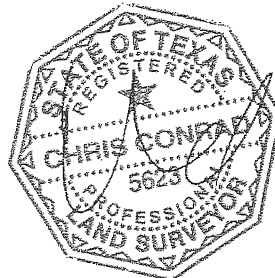
VICINITY MAP  
NOT TO SCALE

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

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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 0.026 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.

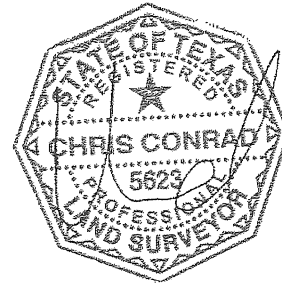
THENCE, with the east line of this tract, said Lot 44, and said CapMetro tract and the west line of Waller Street, **S20°45'53"W 4.00 feet** to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

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", written over a horizontal line.

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

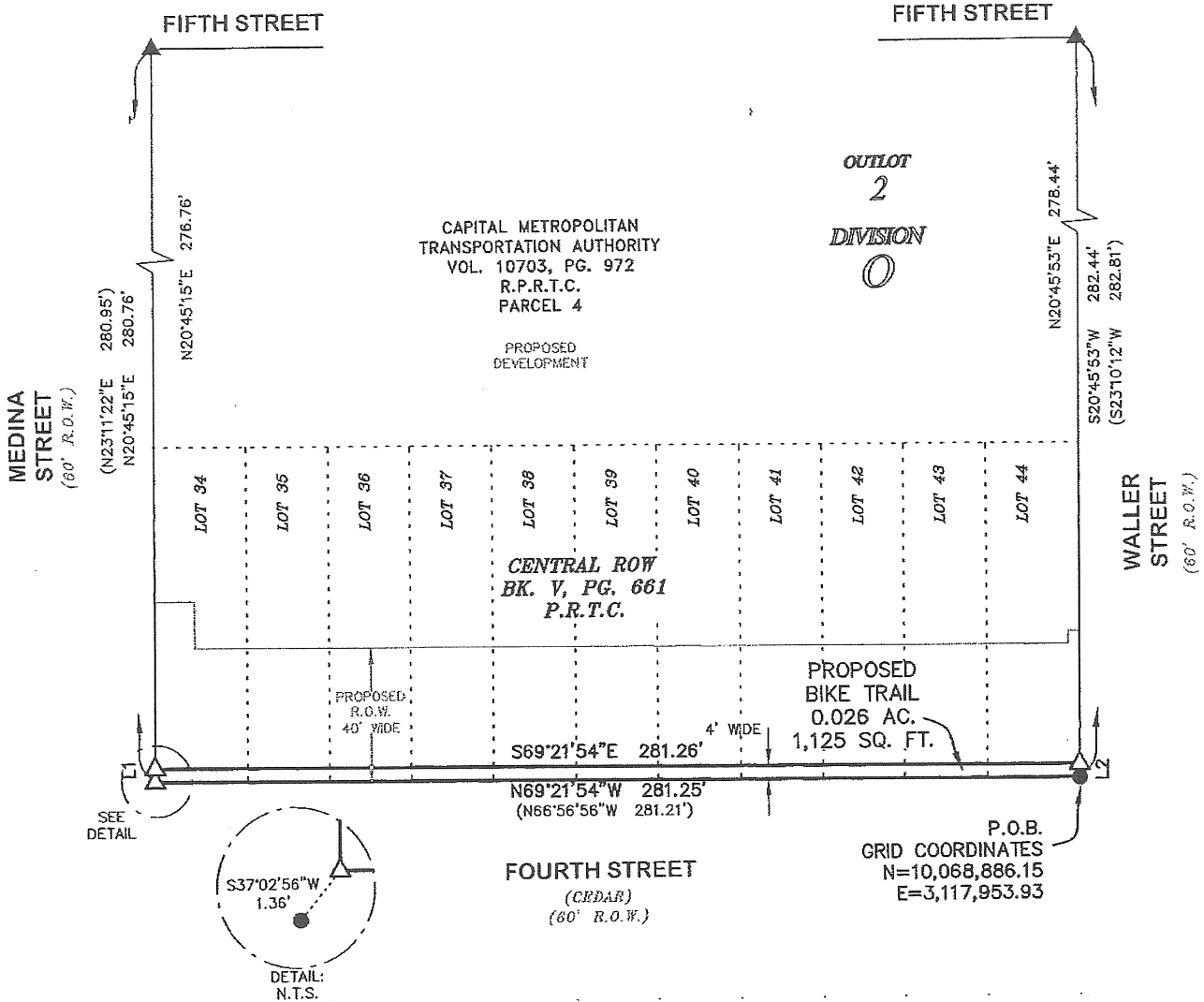
Descriptions 2014/Plaza Saltillo/Parcel 4 Trail 0.026 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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

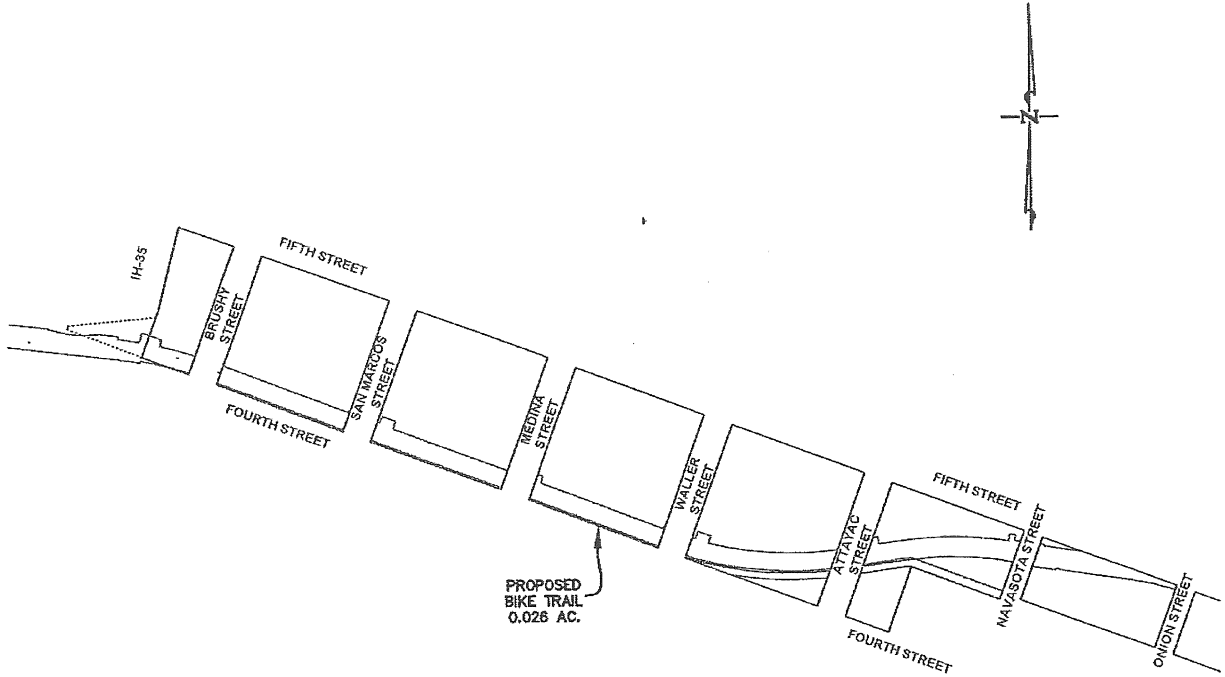
PAGE 3 OF 4  
SURVEYED BY:

**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.



PROPOSED BIKE TRAIL 0.026 AC.

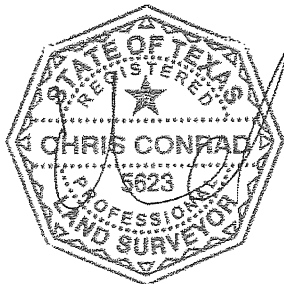
VICINITY MAP NOT TO SCALE

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 "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  
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PAGE 4 OF 4 REVISION 5:  
 SURVEYED BY: 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 0.100 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.

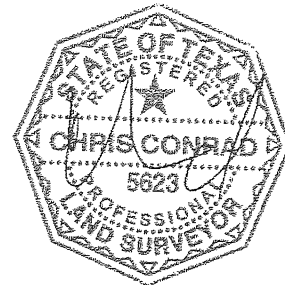
THENCE, with the west line of this tract, said Lot 45, and said CapMetro tract and the east line of Waller Street, N20°45'53"E 5.22 feet to the POINT OF BEGINNING, and containing 0.100 of one acre, more or less, within these metes and bounds.

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 cursive script, appearing to read "Chris Conrad".

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

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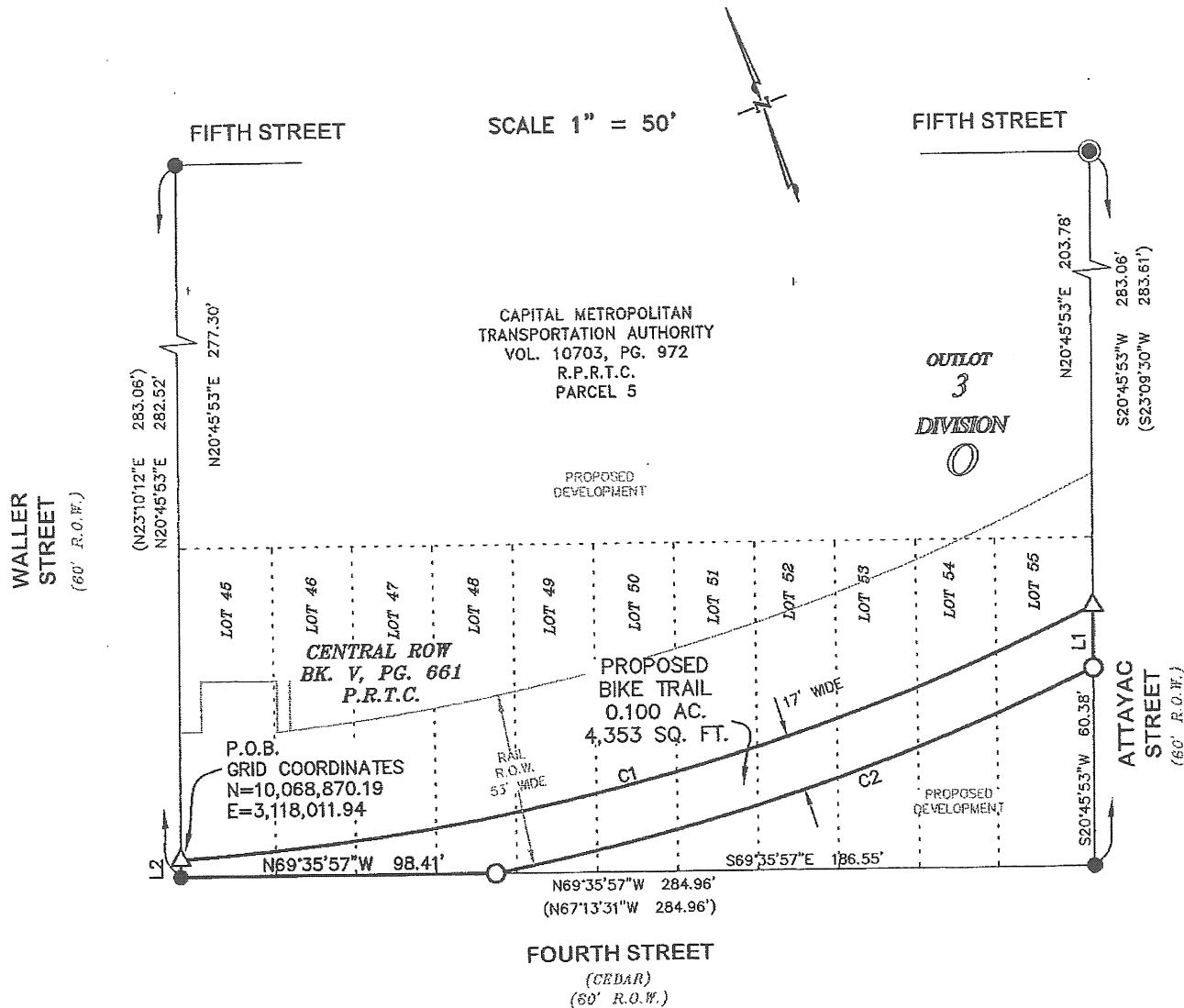
Descriptions 2014/Plaza Saltillo/Parcel 5 Trail 0.100 ac Rev 5

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.



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

FIFTH STREET

SCALE 1" = 50'

FIFTH STREET

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
PARCEL 5

OUTLOT  
3  
DIVISION  
0

PROPOSED  
DEVELOPMENT

LOT 45  
LOT 46  
LOT 47  
LOT 48  
LOT 49  
LOT 50  
LOT 51  
LOT 52  
LOT 53  
LOT 54  
LOT 55

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

PROPOSED  
BIKE TRAIL  
0.100 AC.  
4,353 SQ. FT.

P.O.B.  
GRID COORDINATES  
N=10,068,870.19  
E=3,118,011.94

RAIL  
R.O.W.  
55' WIDE

PROPOSED  
DEVELOPMENT

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

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

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

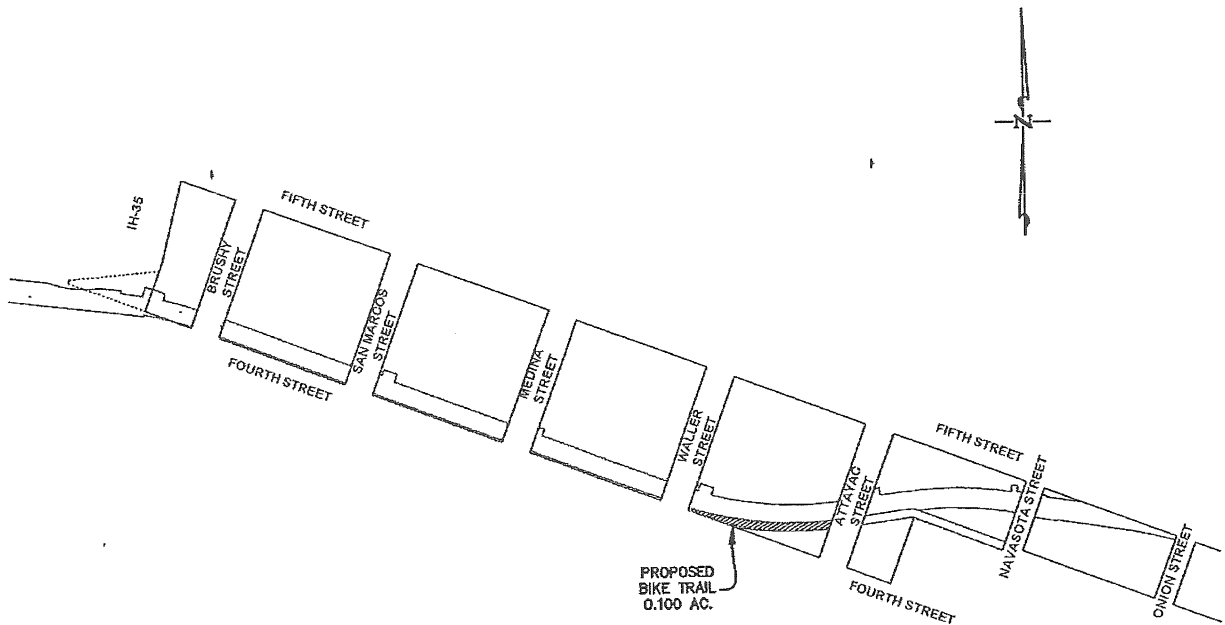
LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°45'53"W	18.90
L2	N20°45'53"E	5.22

PAGE 3 OF 4  
SURVEYED BY:

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

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.



PROPOSED BIKE TRAIL 0.100 AC.

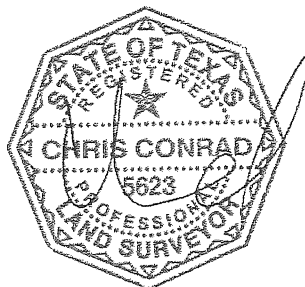
VICINITY MAP NOT TO SCALE

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
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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

NOTES:

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*Chris Conrad*

02/05/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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PAGE 4 OF 4  
 SURVEYED BY: McGRAY & McGRAY  
 REVISION 6:  
 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 0.118 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;

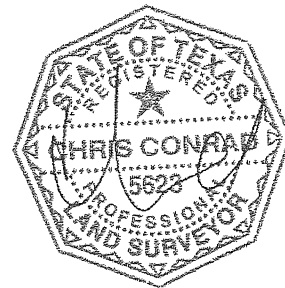
THENCE, with the south line of this tract and a portion of the south line of said CapMetro tract and the north line of said Lots 6 and 5 and said Sawyer Family tract and said Lots 4 and 3 and said Daywood tract, **N69°17'43"W**, passing at 0.31 feet a 1/2" iron rod found, continuing 191.07 feet for a 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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

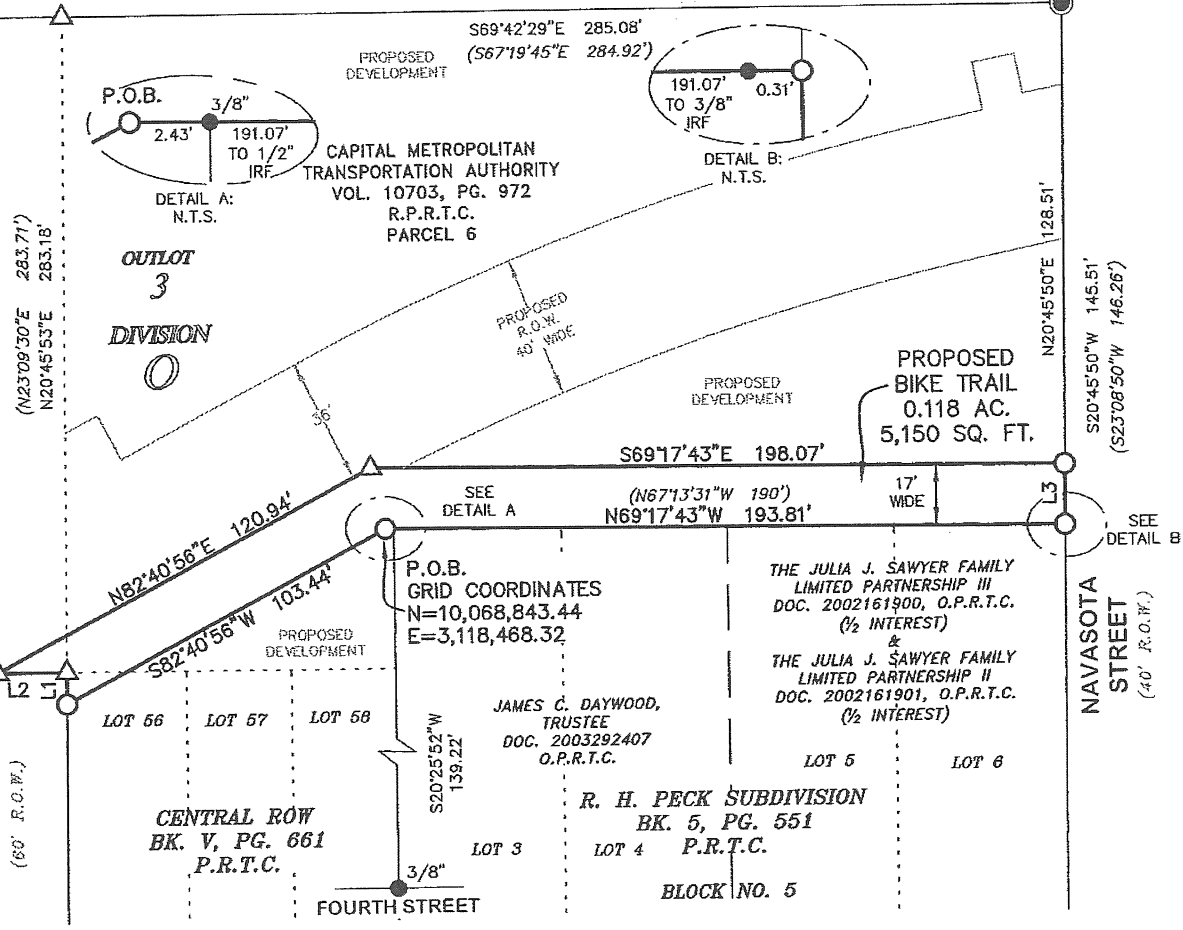
CMTA SKETCH TO ACCOMPANY DESCRIPTION OF 0.118 AC. OR 5,150 SQ. FT. OUT OF LOT 56, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

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'



THE JULIA J. SAWYER FAMILY LIMITED PARTNERSHIP III  
DOC. 2002161900, O.P.R.T.C.  
(½ INTEREST)  
&  
THE JULIA J. SAWYER FAMILY LIMITED PARTNERSHIP II  
DOC. 2002161901, O.P.R.T.C.  
(½ INTEREST)

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

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

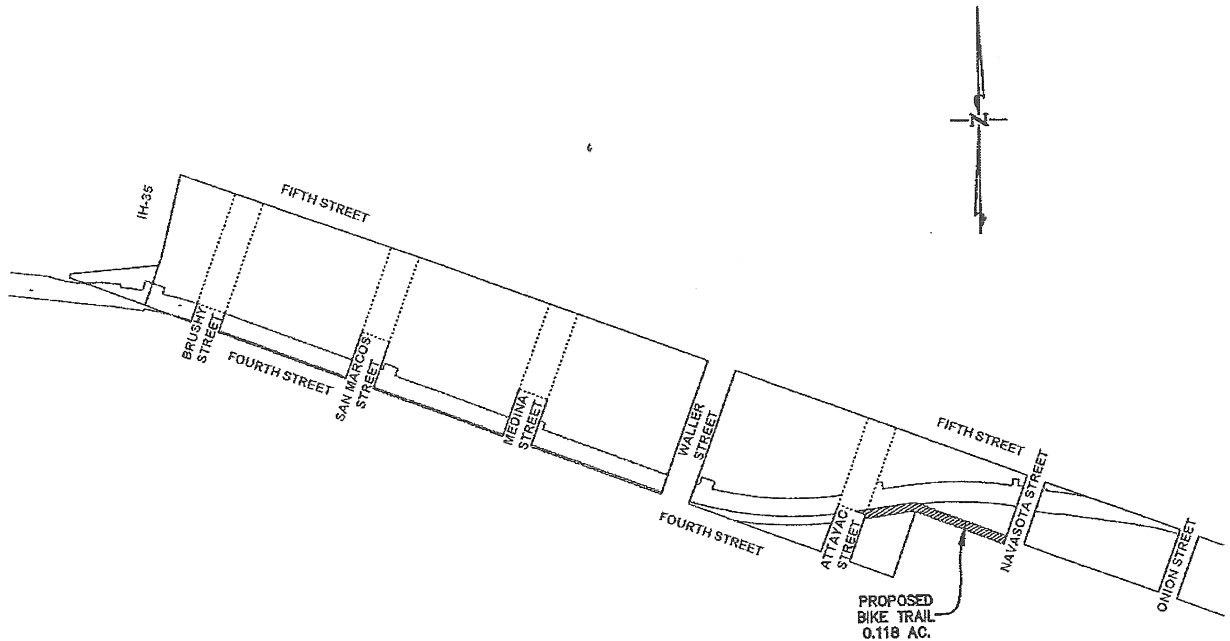
P.O.B. GRID COORDINATES  
N=10,068,843.44  
E=3,118,468.32

PAGE 3 OF 4  
SURVEYED BY:

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

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.



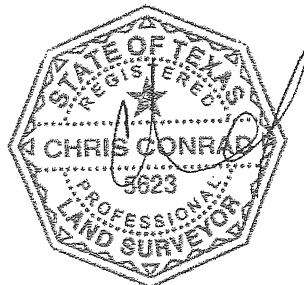
VICINITY MAP  
NOT TO SCALE

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 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.: 15-040

**EXHIBIT F**

Public Improvements

Description of Certain Public Improvements

	<u>Public Improvements</u>	<u>Location</u>	<u>Required Maintenance Project Related Improvements</u>	<u>Required Insurance Project Related Improvements</u>
1.	I-35 NBFR; landscape improvements	I-35 NBFR	X	
2.	San Marcos Street; street pavement, utilities	San Marcos Street	X	X
3.	San Marcos Street; Landscaping	San Marcos Street	X	
4.	Medina ROW; paseo, private utilities, landscaping	Medina	X	X
5.	Waller Street; street improvements, utility improvements	Waller Street		
6.	Waller Street; landscaping and sidewalks.	Waller Street	X	X
7.	Attayac ROW; paseo, private utilities, landscaping	Attayac	X	X
8.	Navasota Street; street improvements, utility improvements	Navasota Street		
9.	Navasota Street; landscaping and sidewalk.	Navasota Street	X	X
10.	Bikeway and pedestrian sidewalk	I-35 to Navasota Street		
11.	4th Street; landscape	4 <sup>th</sup> Street, I-35 to Attayac and, to the extent fronting on the Project, between Attayac		



		and Navasota		
12.	On-site parkland in coordination with COA & PARD	5 <sup>th</sup> Street and Attayac/Navasota/Medina	X	
13.	5 <sup>th</sup> Street Landscape	5 <sup>th</sup> Street, I-35 to Navasota Street and, to the extent fronting on the Project, between Navasota and Onion	X	X

## EXHIBIT G

### Example of Project Net Operating Income Gross Up

[Attached]

Pre-Stabilization Example OCCUPANCY: **65.00%** **Retail** \$30 psf NNN Rent, \$9 OpEx 110,000 sf

<b>Residential</b>		<b>Office</b>	
\$2.00 psf Rent/mo, 800 sf/unit, 700 units	\$28 psf NNN Rent, \$12 OpEx 120,000 sf	\$30 psf NNN Rent, \$9 OpEx 110,000 sf	
<b>GROSS POTENTIAL RESIDENTIAL RENT</b>	<b>GROSS POTENTIAL OFFICE RENT</b>	<b>GROSS POTENTIAL RETAIL RENT</b>	
\$8,736,000	\$2,184,000	\$2,145,000	
<b>LESS TOTAL EXPENSES</b>			
V MANAGEMENT FEES	V MANAGEMENT FEES	V MANAGEMENT FEES	(71,500)
F PERSONNEL / GENERAL EXPENSE	V COMMON AREA MAINT./ELEC.	F COMMON AREA MAINT.	(330,000)
F TTL ADVERTISING	V JANITORIAL	F INSURANCE	(55,000)
V TTL UTILITIES	F INSURANCE	F TAXES	(495,000)
F BUILDING R & M / GROUNDS R & M	F TAXES	F TAXES	(\$8,65)
F TAXES	<b>TOTAL OPERATING EXPENSES</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>(\$951,500)</b>
F REMAINING FIXED EXPENSES	(\$9,91)		
F GENERAL EXPENSES	<b>NET OPERATING INCOME - OFFICE</b>	<b>NET OPERATING INCOME - RETAIL</b>	<b>\$1,193,500</b>
F CAPITAL IMPROVEMENTS	\$994,800		
<b>TOTAL OPERATING EXPENSES</b>			
(\$6,914)			
<b>NET OPERATING INCOME - RESIDENTIAL</b>			
<b>\$3,895,900</b>			

Gross-Up Calculation OCCUPANCY: **95.0%**

<b>GROSS POTENTIAL RESIDENTIAL RENT</b>	<b>GROSS POTENTIAL OFFICE RENT</b>	<b>GROSS POTENTIAL RETAIL RENT</b>	
\$12,768,000	\$3,192,000	\$3,135,000	
<b>LESS TOTAL EXPENSES</b>			
V MANAGEMENT FEES	V MANAGEMENT FEES	V MANAGEMENT FEES	(110,000)
F PERSONNEL / GENERAL EXPENSE	V COMMON AREA MAINT./ELECTF	F COMMON AREA MAINT.	(330,000)
F TTL ADVERTISING	V JANITORIAL	F INSURANCE	(55,000)
V TTL UTILITIES	F INSURANCE	F TAXES	(495,000)
F BUILDING R & M / GROUNDS R & M	F TAXES	F TAXES	(\$9,00)
F TAXES	<b>TOTAL OPERATING EXPENSES</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>(\$990,000)</b>
F REMAINING FIXED EXPENSES	(\$12,08)		
F GENERAL EXPENSES	<b>NET OPERATING INCOME - OFFICE</b>	<b>NET OPERATING INCOME - RETAIL</b>	<b>\$2,145,000</b>
F CAPITAL IMPROVEMENTS	\$1,742,400		
<b>TOTAL OPERATING EXPENSES</b>			
(\$7,172)			
<b>NET OPERATING INCOME - RESIDENTIAL</b>			
<b>\$7,747,288</b>			

Notes: V = Variable, F = Fixed

**EXHIBIT H**

Form of Nondisturbance Agreement

[Attached]

**EXHIBIT H**

Form of Nondisturbance Agreement

THIS RECOGNITION AND NONDISTURBANCE AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_, by and among CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas (“**Master Landlord**”), PLAZA SALTILLO TOD, LP, a Delaware limited partnership (“**Sublandlord**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Subtenant**”).

**RECITALS:**

A. Master Landlord is the owner of the real property described on Exhibit A attached hereto (the “**Land**”), which is subject to a certain Ground Lease (as amended or modified from time to time, the “**Master Lease**”) dated effective as of \_\_\_\_\_, 2017 between Master Landlord, as landlord, and Sublandlord, as tenant.

B. Sublandlord, as lessor, and Subtenant, as lessee, entered into a sublease dated \_\_\_\_\_, 20\_\_ (the “**Sublease**”) concerning the portion of the Land (the “**Subleased Premises**”) set forth in the Sublease. The Sublease is attached hereto as Exhibit B.

C. The parties hereto desire to assure Subtenant’s possession of the Subleased Premises to be sublet under the Sublease upon the terms and conditions therein contained, irrespective of a termination of the Master Lease.

**AGREEMENT:**

1. Subordination of Sublease. Subtenant confirms that the Sublease is subordinate to the Master Lease.

2. Nondisturbance and Attornment. If the Master Lease is terminated for any reason (a “**Master Lease Termination**”), provided the Sublease is valid and binding on the parties thereto (other than with respect to such Master Lease Termination) and Subtenant is not in default under the Sublease beyond any applicable notice and cure period, then:

(a) Master Landlord will not disturb Subtenant’s possession of the Subleased Premises under the Sublease;

(b) the Sublease will continue as a direct lease between Master Landlord and Subtenant with the same force and effect as if Master Landlord, as lessor, and Subtenant, as lessee, had entered into a lease as of the date of termination of the Master Lease containing the same terms, covenants and conditions as those contained in the Sublease for a term equal to the unexpired term of the Sublease; provided however, the Sublease will be deemed automatically modified to (i) remove any obligation of the Sublandlord thereunder that Master Landlord (due to its status as a governmental entity) cannot legally fulfill or any monetary obligation for which Master Landlord must make a budgetary appropriation, and (ii) ) alter any provision (other than the amount of rent)

which violates the terms of the Master Lease such that the terms of the Master Lease will control over terms in the Sublease which violate the Master Lease; and

(c) Subtenant hereby agrees to attorn to Master Landlord as its landlord under the Sublease, such attornment to be immediately effective and self-operative without the execution of any further instruments by any party hereto.

3. Rights Upon Succession. Upon a Master Lease Termination, Master Landlord, from and after the effective date of such Master Lease Termination, will be bound to Subtenant under all of the terms and conditions of the Sublease (subject to the terms hereof), and Subtenant will have the same rights and remedies against Master Landlord for the breach of any agreement or covenant contained in the Sublease that Subtenant might have had under the Sublease against Sublandlord (subject to the terms hereof); provided, however, that Master Landlord will not (a) be liable to Subtenant for any act or omission of Sublandlord (except Master Landlord shall not be relieved from the obligation to cure any defaults which are continuing in nature to the extent such defaults continue after Subtenant attorns to Master Landlord and Master Landlord has received prior written notice of such defaults); (b) be bound by any security or advance rental deposit or payment (other than the current month's rent) made by Subtenant which is not delivered or paid over to Master Landlord and with respect to which Subtenant shall look solely to Sublandlord for refund or reimbursement; (c) be bound by any amendment or modification of the Sublease made after the date hereof without Master Landlord's consent, which shall be in Master Landlord's Permitted Discretion (as defined in the Master Lease); (d) be subject to any counterclaim, defense or offset previously accrued in favor of Subtenant against Sublandlord; (e) be obligated to perform any work in the Subleased Premises or to prepare it for occupancy as required of Sublandlord under the Sublease; or (f) be obligated for the payment of any tenant improvement allowances, leasing commissions or any other costs for which Sublandlord incurred the obligation to pay.

4. Status of Master Lease. Master Landlord confirms that to its actual knowledge, Sublandlord is not currently in default under the terms of the Master Lease.

5. Liability of Master Landlord. The liability of Master Landlord hereunder is expressly limited to Master Landlord's interest in the Land.

6. Notices. Formal notices, demands and communications between the parties must be in writing and 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:

Sublandlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Master Landlord: 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

Subtenant: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

7. Miscellaneous. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement constitutes the entire understanding among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings, if any, relating to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by each party intended to be bound by such amendment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns; provided, however, Subtenant shall have no right to assign this Agreement except in connection with an assignment of the Lease after which the Sublease continues to constitute a "Nondisturbance Sublease" as defined in the Master Lease. Neither this Agreement nor any memorandum thereof may be recorded for any purpose.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MASTER LANDLORD:**

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

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

**SUBLANDLORD:**

PLAZA SALTILLO TOD, LP, a Delaware limited  
partnership

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

**SUBTENANT:**

\_\_\_\_\_,  
a \_\_\_\_\_

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

**EXHIBIT A**

**to**

**EXHIBIT H**

**Land**

**EXHIBIT B**

to

**EXHIBIT H**

Sublease

## EXHIBIT I-1

### Property Related to LAB Remedial Work

[Attached]

## 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°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°40'59", a radius of 713.81 feet, an arc distance of 45.89 feet, the chord of which bears S73°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°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", 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

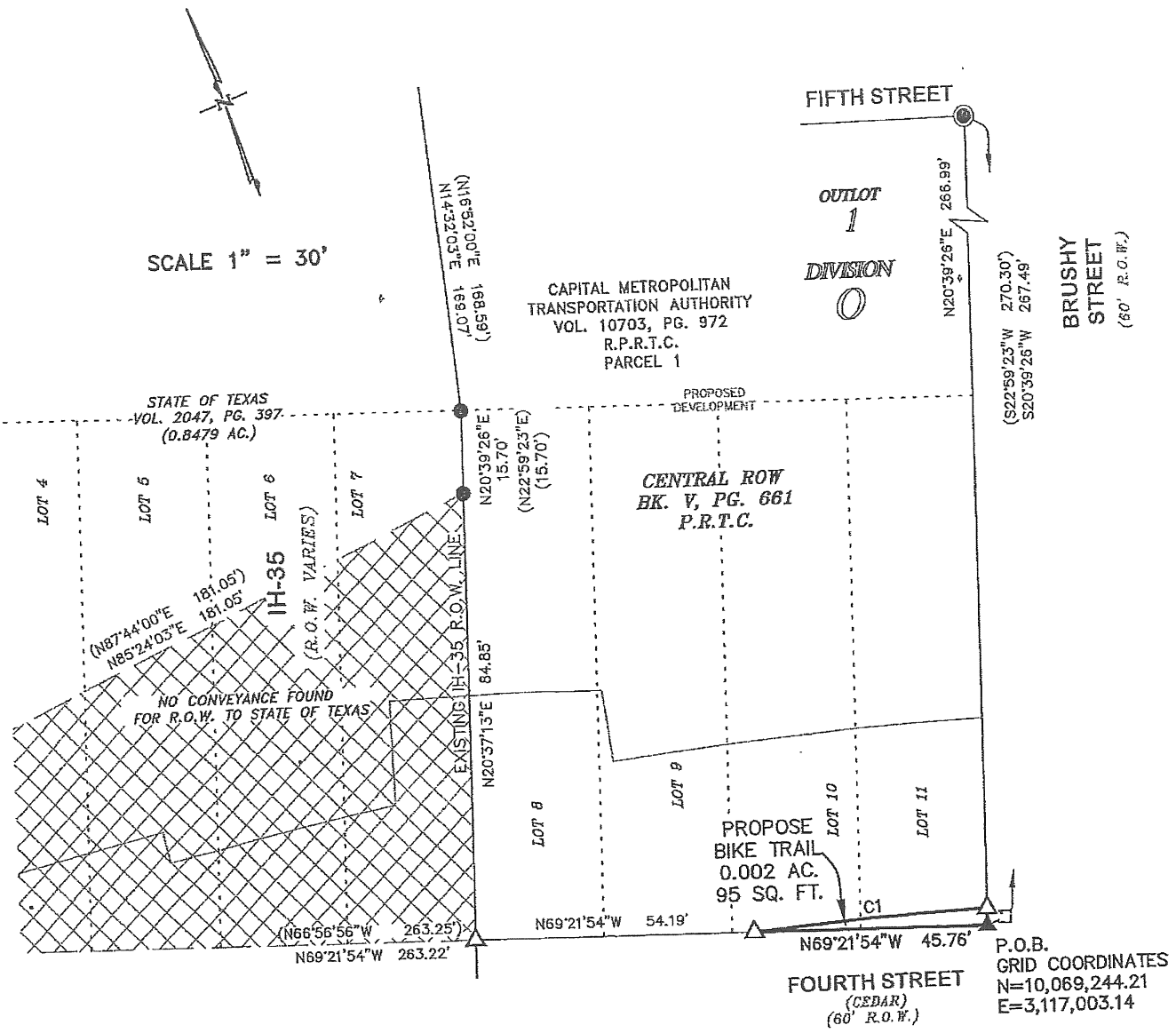
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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	BEARING	LENGTH
L1	S20°39'26"W	3.29

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:

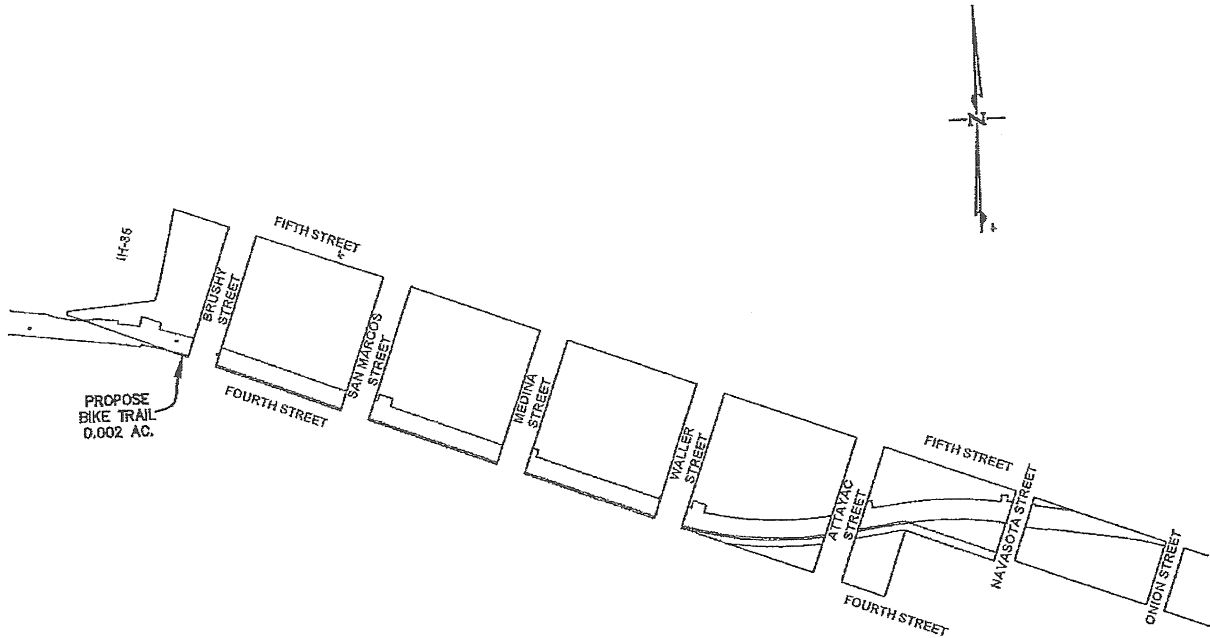
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.002 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 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. POINT OF BEGINNING
- 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,  $S20^{\circ}45'15''W$  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 black ink, appearing to read "C. Conrad", 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

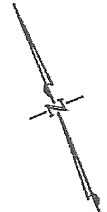
Descriptions 2014/Plaza Saltillo/Parcel 2 Trail 0.025 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

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.)

FIFTH STREET

FIFTH STREET

OUTLOT  
1  
DIVISION  
O

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

PROPOSED  
DEVELOPMENT

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

N20°39'28"E 268.06'

N20°45'15"E 273.94'

S20°45'15"W 277.94'  
(S23°05'12"W 277.94')

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

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

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

LOT 19

LOT 20

LOT 21

LOT 22

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°36'56"W 275.07')

FOURTH STREET  
(CEDAR)  
(60' 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:

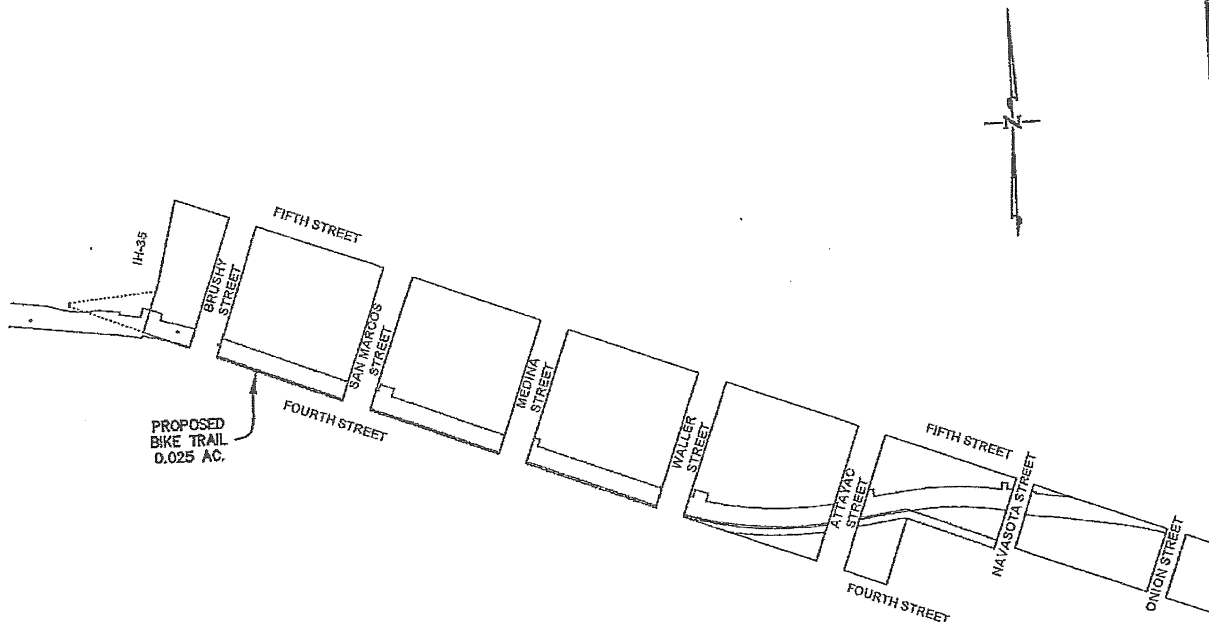
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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 #6  
 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°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°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°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°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°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 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 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

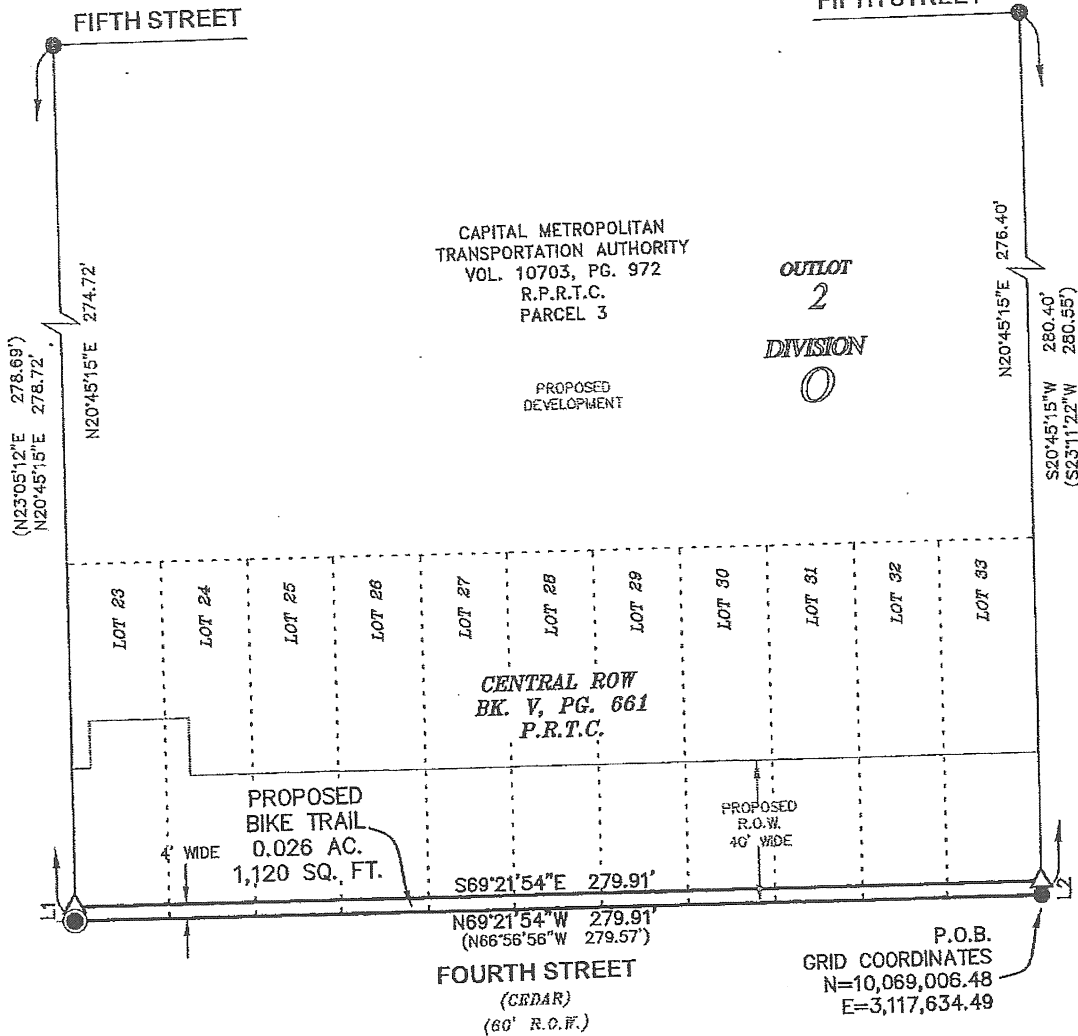
CMTA

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'



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



CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY VOL. 10703, PG. 972 R.P.R.T.C. PARCEL 3

OUTLOT 2

DIVISION 0

PROPOSED DEVELOPMENT

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

PROPOSED BIKE TRAIL 0.026 AC. 1,120 SQ. FT.

PROPOSED R.O.W. 40' WIDE

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

P.O.B. GRID COORDINATES N=10,069,006.48 E=3,117,634.49

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

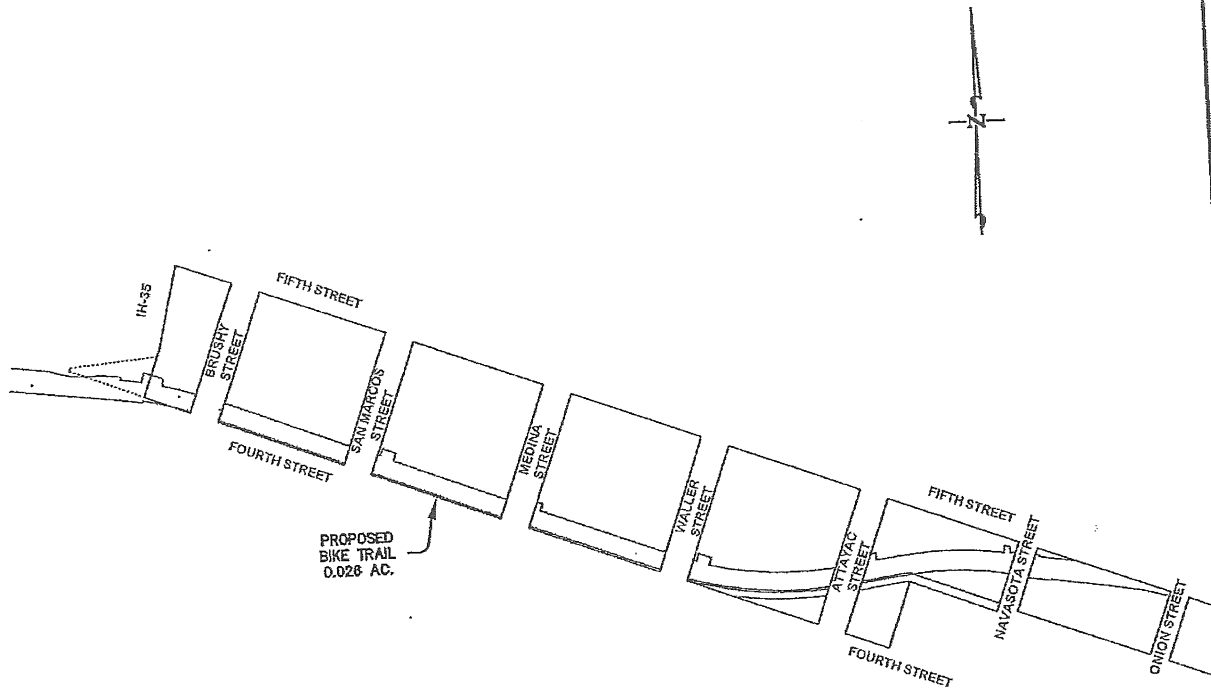
PAGE 3 OF 4 SURVEYED BY:

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

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

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 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 #6  
 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 (1,125 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.

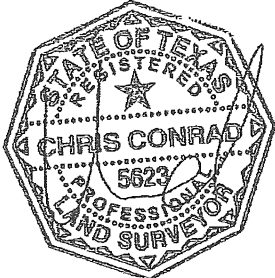
THENCE, with the east line of this tract, said Lot 44, and said CapMetro tract and the west line of Waller Street, S20°45'53"W 4.00 feet to the POINT OF BEGINNING, and containing 0.026 of one acre, more or less, within these metes and bounds.

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 "Ued", positioned above a horizontal line.

02/05/16

Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

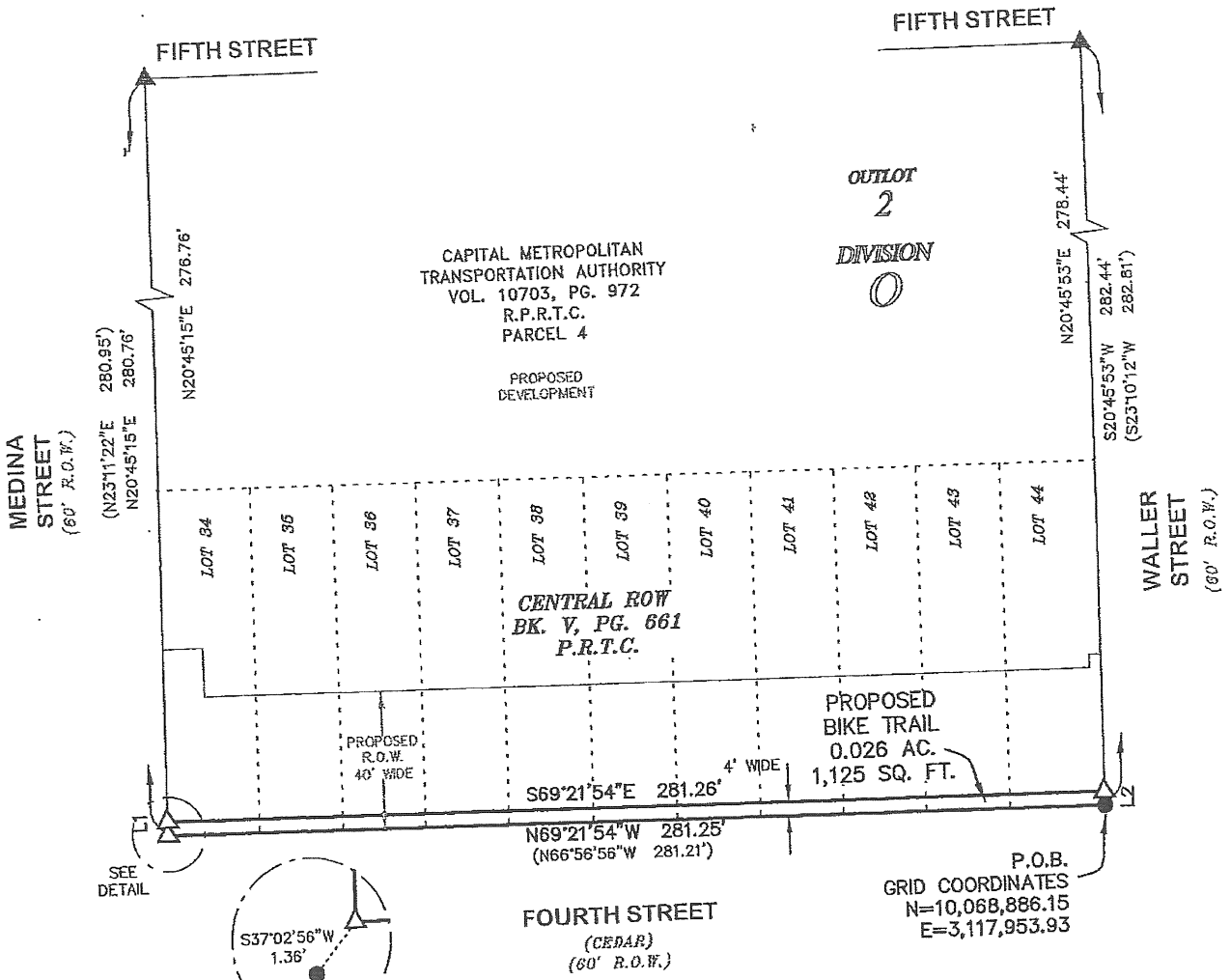
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 4 Trail 0.026 ac Rev 5  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

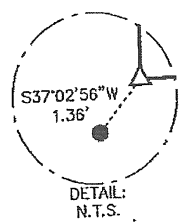
CMTA

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'



SEE  
DETAIL



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

P.O.B.  
GRID COORDINATES  
N=10,068,886.15  
E=3,117,953.93

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

PAGE 3 OF 4  
SURVEYED BY:

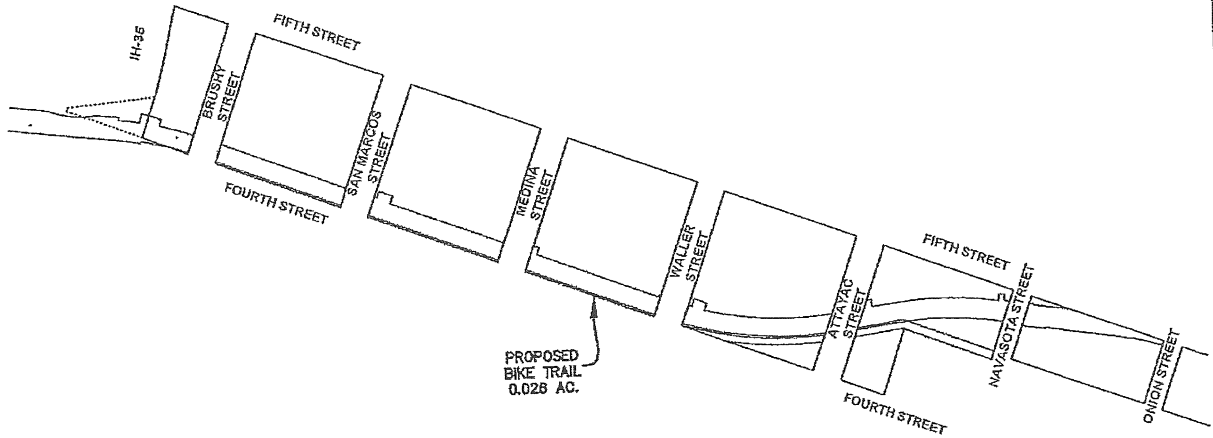
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



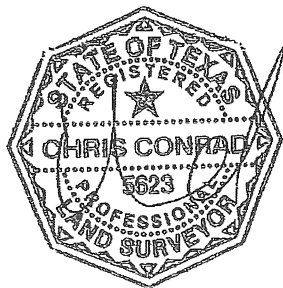
VICINITY MAP  
NOT TO SCALE

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:

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2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
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02/05/16

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

## EXHIBIT "I-F"

## 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 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 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'

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY  
VOL. 10703, PG. 972  
R.P.R.T.C.  
PARCEL 5

FIFTH STREET

FIFTH STREET

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

(N23°10'12"E 283.06')  
N20°45'53"E 282.52'

N20°45'53"E 277.30'

N20°45'53"E 203.76'

S20°45'53"W 283.06'  
(S23°09'30"W 283.61')

OUTLOT  
3  
DIVISION

PROPOSED  
DEVELOPMENT

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

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

P.O.B.  
GRID COORDINATES  
N=10,068,870.19  
E=3,118,011.94

PROPOSED  
BIKE TRAIL  
0.100 AC.  
4,353 SQ. FT.

17' WIDE

RAIL  
R.O.W.  
55' WIDE

PROPOSED  
DEVELOPMENT

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

L2

N69°35'57"W 98.41'

N69°35'57"W 284.96'  
(N67°13'31"W 284.96')

S69°35'57"E 186.55'

L1

S20°45'53"W 60.58'

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

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:

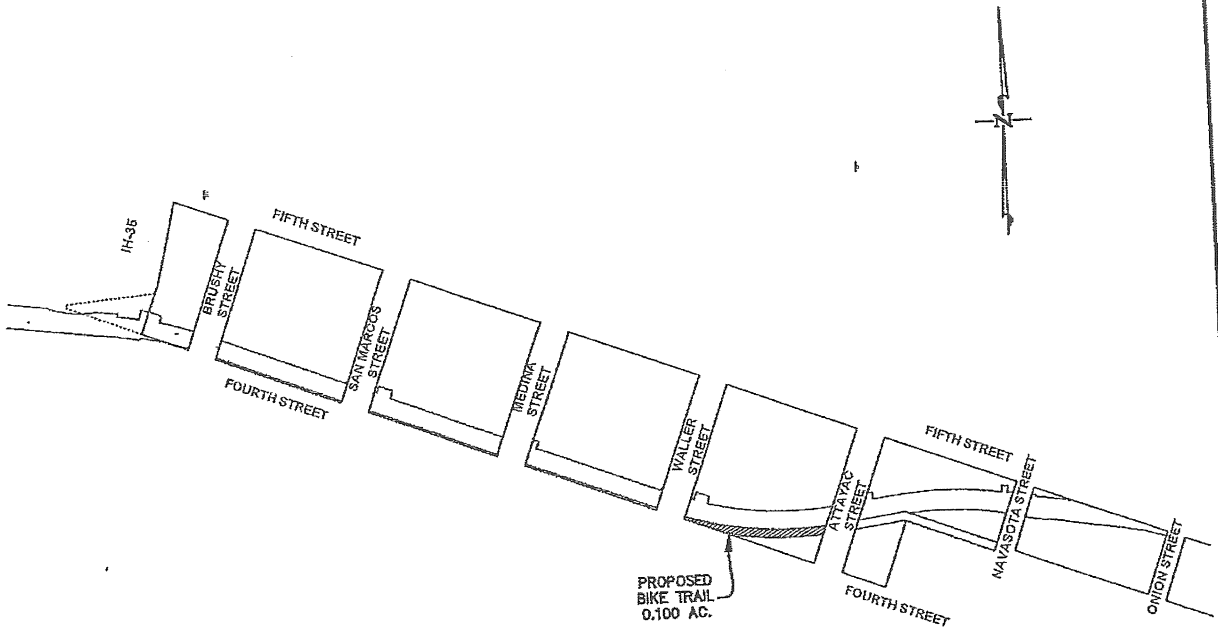
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.

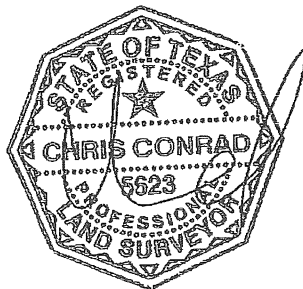


VICINITY MAP  
NOT TO SCALE

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.



*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.  
 TBPLS FIRM# 10096500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-004



## 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

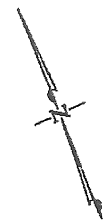
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
 Descriptions 2014/Plaza Saltillo/ Parcel 6 Trail 0.118 ac Rev 7  
 Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 02/06/15,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

AUSTIN GRID J-22

CMTA

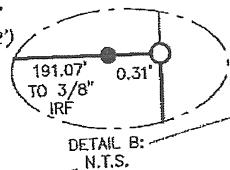
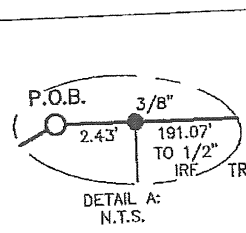
SKETCH TO ACCOMPANY DESCRIPTION OF 0.118 AC. OR 5,150 SQ. FT. OUT OF LOT 56, CENTRAL ROW, AND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.

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'



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

(N23°09'30"E 283.71'  
N20°45'53"E 283.18')

OUTLOT  
3  
DIVISION  
O

PROPOSED  
R.O.W.  
40' WIDE

PROPOSED  
DEVELOPMENT

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

N20°45'50"E 128.51'

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

S69°17'43"E 198.07'  
(N67°13'31"W 190')  
N69°17'43"W 193.81'

SEE  
DETAIL A

SEE  
DETAIL B

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.

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

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

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

FOURTH STREET

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

LOT 66 LOT 57 LOT 58

LOT 5 LOT 6

LOT 3

LOT 4

PAGE 3 OF 4  
SURVEYED BY:

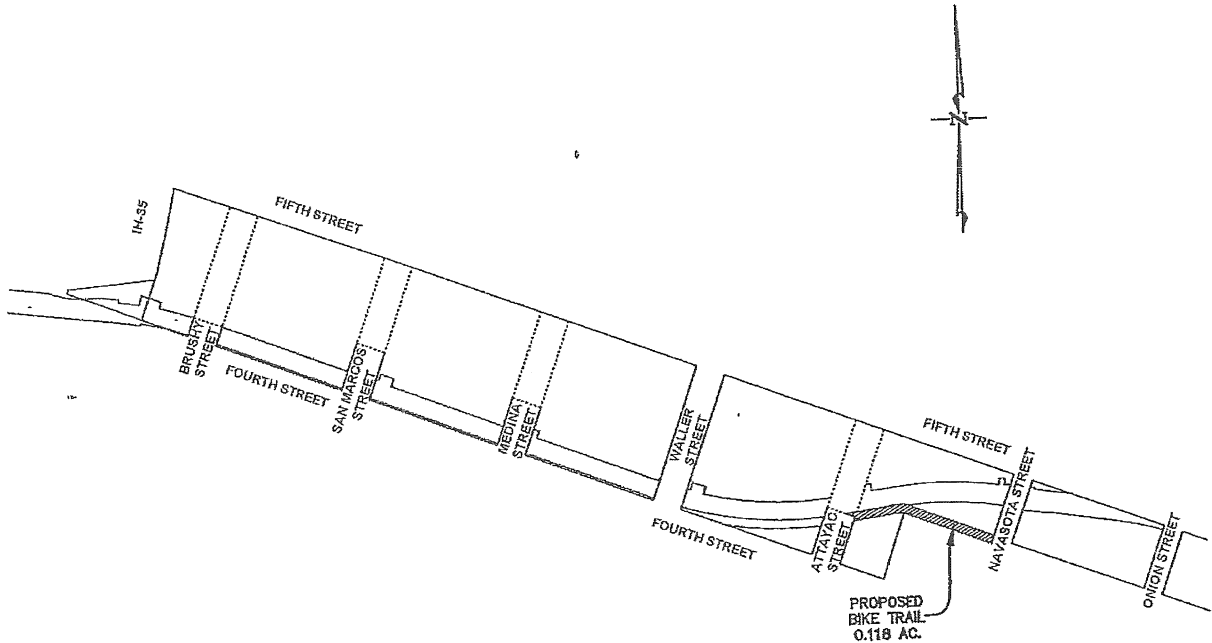
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.

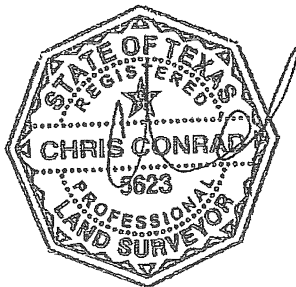


VICINITY MAP  
NOT TO SCALE

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.



*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 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

**EXHIBIT I-2**

Property Related to Landlord Required Existing Remedial Work

[Attached]

## FIELD NOTES FOR 0.088 OF ONE ACRE OF LAND

DESCRIPTION OF 0.088 OF ONE ACRE (3,847 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 0.088 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 36.03 feet to a calculated point at the southeast corner of this tract, same being in the north line of a proposed bike trail, from which a mag nail found at the southeast corner of said Lot 11 and said CapMetro tract, same being in the north line of Fourth Street, bears S20°39'26"W 3.29 feet;

0.088 AC.

THENCE, with the south line of this tract, crossing said Lots 11 and 10 and said CapMetro tract, and the north line of a proposed bike trail, with a curve to the left, whose intersection angle is  $03^{\circ}40'59''$ , radius is 713.81 feet, an arc distance of 45.89 feet, the chord of which bears  $N73^{\circ}28'54''W$  45.88 feet to a calculated point in the south line of this tract, said Lot 10, and said CapMetro tract and the north line of Fourth Street;

THENCE, with the south line of this tract, said Lots 10 through 8, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}21'54''W$  54.19 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;

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,  $N20^{\circ}37'13''E$  46.25 feet to the POINT OF BEGINNING, and containing 0.088 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



11/14/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

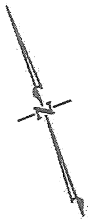
Descriptions 2016/Plaza Saltillo/Parcel 1 ROW Less Trail

Issued 11/14/16

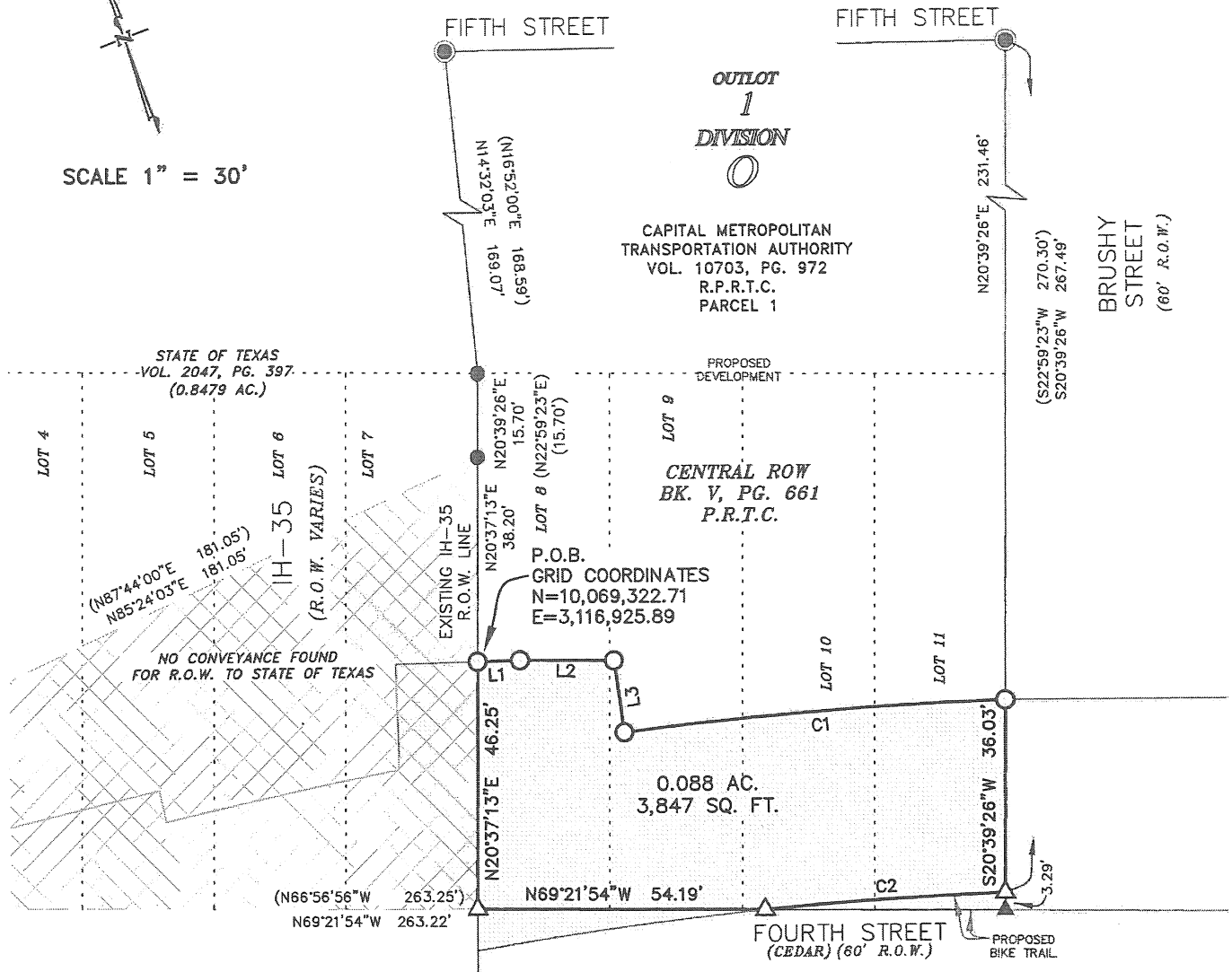
AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.088 AC. OR 3,847 SQ. FT.  
OF LAND OUT OF LOTS 8 THROUGH 11, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.



SCALE 1" = 30'



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
C2	45.89	713.81	03°40'59"	22.95	N73°28'54"W	45.88

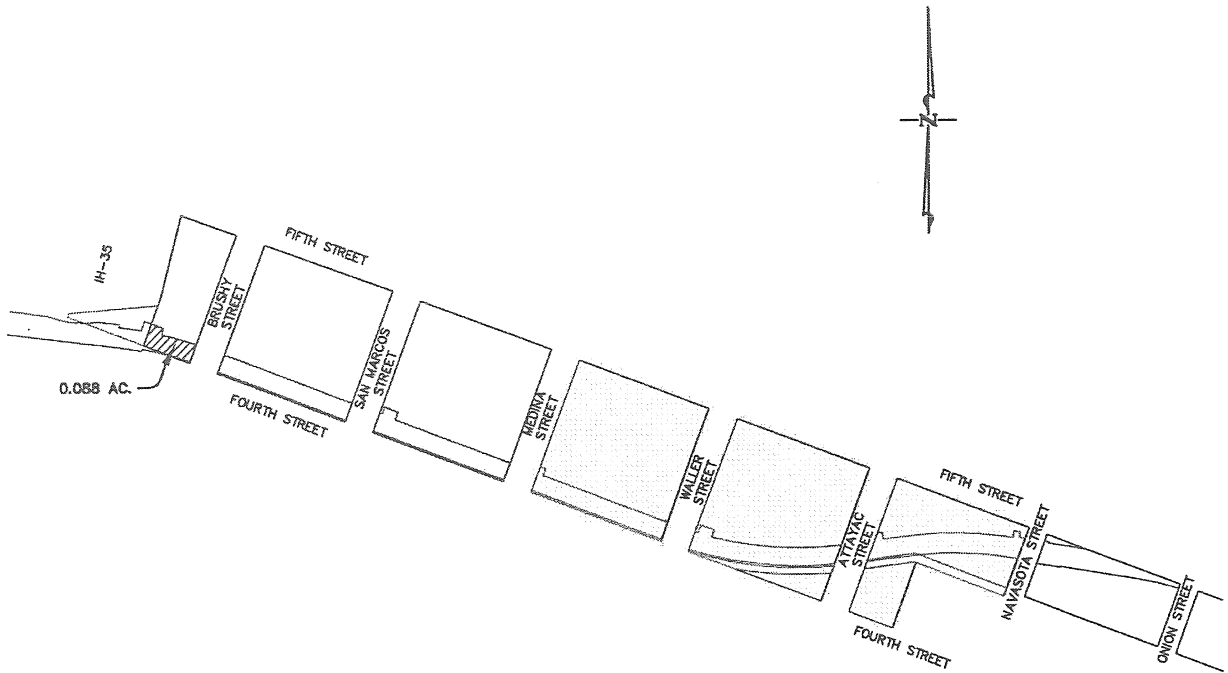
LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°19'58"E	8.01
L2	S69°21'54"E	17.77
L3	S12°03'50"W	13.58

PAGE 3 OF 4  
SURVEYED BY:

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



SKETCH TO ACCOMPANY DESCRIPTION OF 0.088 AC. OR 3,847 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 AUSITN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.



11/14/16

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:      ISSUED: 11/14/16

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

## FIELD NOTES FOR 0.228 OF ONE ACRE OF LAND

DESCRIPTION OF 0.228 OF ONE ACRE (9,913 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 0.228 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 38.67 feet to a calculated point at the southeast corner of this tract, same being in the north line of a proposed bike trail, from which a 1/2" iron rod found at the southeast corner of said Lot 22 and said CapMetro tract, same being in the north line of Fourth Street bears, S20°45'15"W 4.00 feet;

THENCE, with the south line of this tract, crossing said Lots 22 through 12 and said CapMetro tract, and the north line of a proposed bike trail, N69°21'54"W 275.09 feet to a calculated point at the southwest corner of this tract, same being the west line of said Lot 12 and said CapMetro tract and the east line of Brushy 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 Fourth Street, bears S20°39'26"W 4.00 feet;

0.228 AC.

THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Brushy Street,  $N20^{\circ}39'26''E$  36.00 feet to the POINT OF BEGINNING, and containing 0.228 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



11/14/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

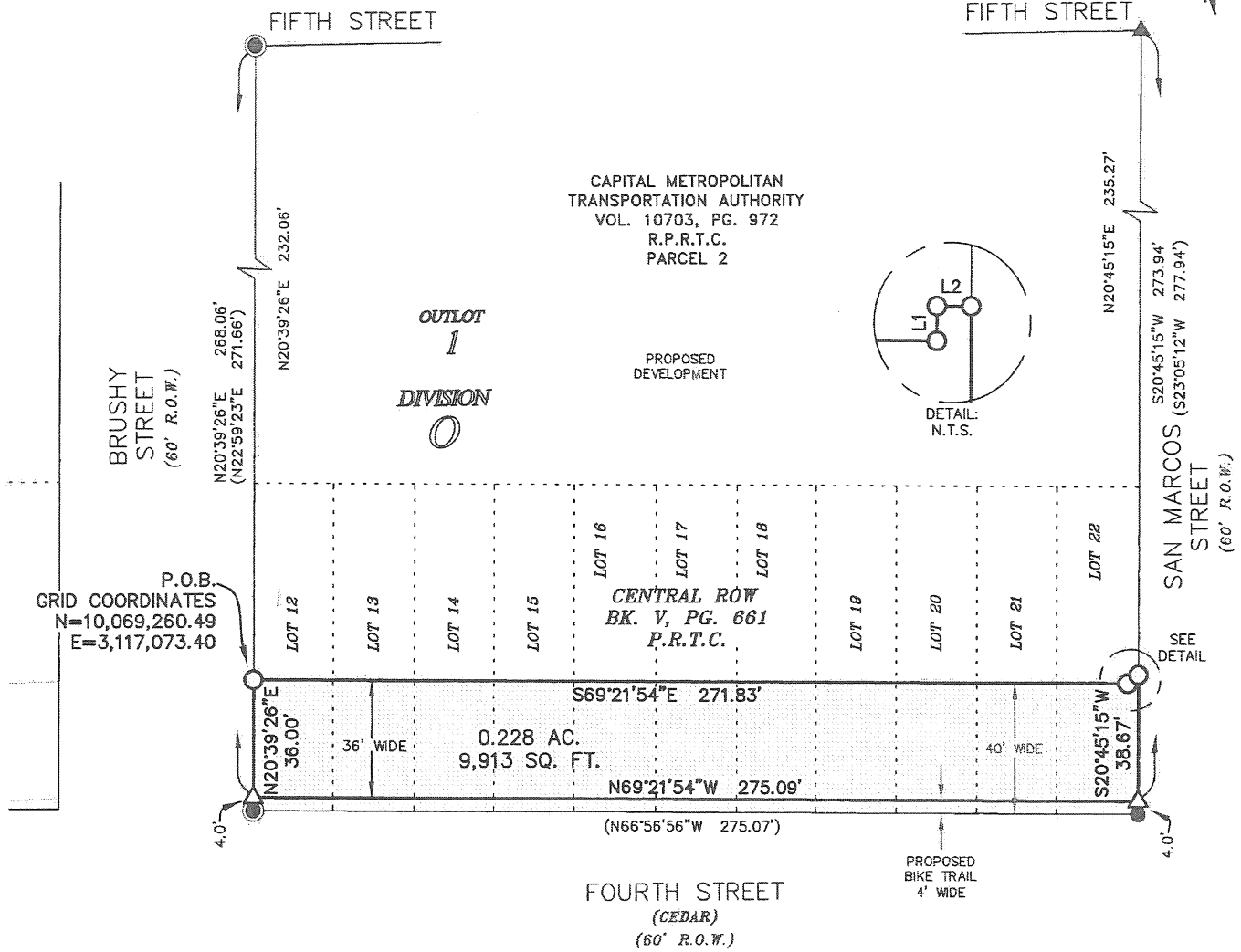
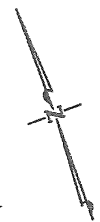
Descriptions 2016/Plaza Saltillo/Parcel 2 ROW Less Trail

Issued 11/14/16

AUSTIN GRID J-22

SKETCH TO ACCOMPANY DESCRIPTION OF 0.228 AC. OR 9,913 SQ. FT.  
OF LAND OUT OF LOTS 12-22, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



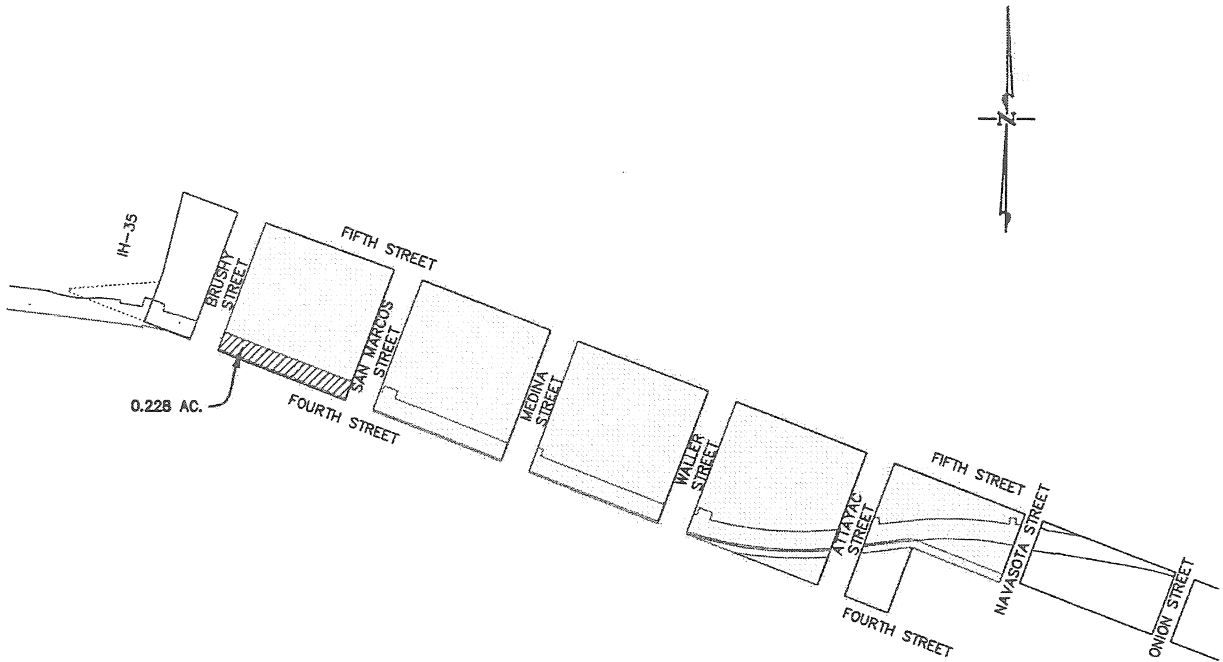
LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°38'06"E	2.67
L2	S69°21'54"E	3.32

PAGE 3 OF 4  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.228 AC. OR 9,913 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



11/14/16

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: ISSUED: 11/14/16

McGRAY & McGRAY  
LAND SURVEYORS, INC.

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



## FIELD NOTES FOR 0.242 OF ONE ACRE OF LAND

DESCRIPTION OF 0.242 OF ONE ACRE (10,557 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 0.242 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°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°21'54"E 12.00 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 13.33 feet to a 1/2" iron rod set with a plastic cap;
3. S69°21'54"E 28.02 feet to a 1/2" iron rod set with a plastic cap;
4. S20°38'06"W 16.00 feet to a 1/2" iron rod set with a plastic cap; and
5. S69°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°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°45'15"W 36.00 feet to a calculated point at the southeast corner of this tract, same being in the north line of a proposed bike trail, from which a 1/2" iron rod found at the southeast corner of said Lot 33 and said CapMetro tract, same being in the north line of Fourth Street, bears S20°45'15"W 4.00 feet;

THENCE, with the south line of this tract and the north line of a proposed bike trail, crossing said Lots 33 through 23 and said CapMetro tract, N69°21'54"W 279.91 feet to a calculated point at the southwest corner of this tract, same being in the west line of said Lot 23 and said CapMetro tract and the east line of San Marcos Street, from which a 1/2" iron rod found with cap at the southwest corner of said Lot 23, and said CapMetro tract, same being in the north line of Fourth Street, bears S20°45'15"W 4.00 feet;

0.242 AC.

THENCE, with the west line of this tract, said Lot 23, and said CapMetro tract and the east line of San Marcos Street,  $N20^{\circ}45'15''E$  38.67 feet to the POINT OF BEGINNING, and containing 0.242 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".

11/14/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

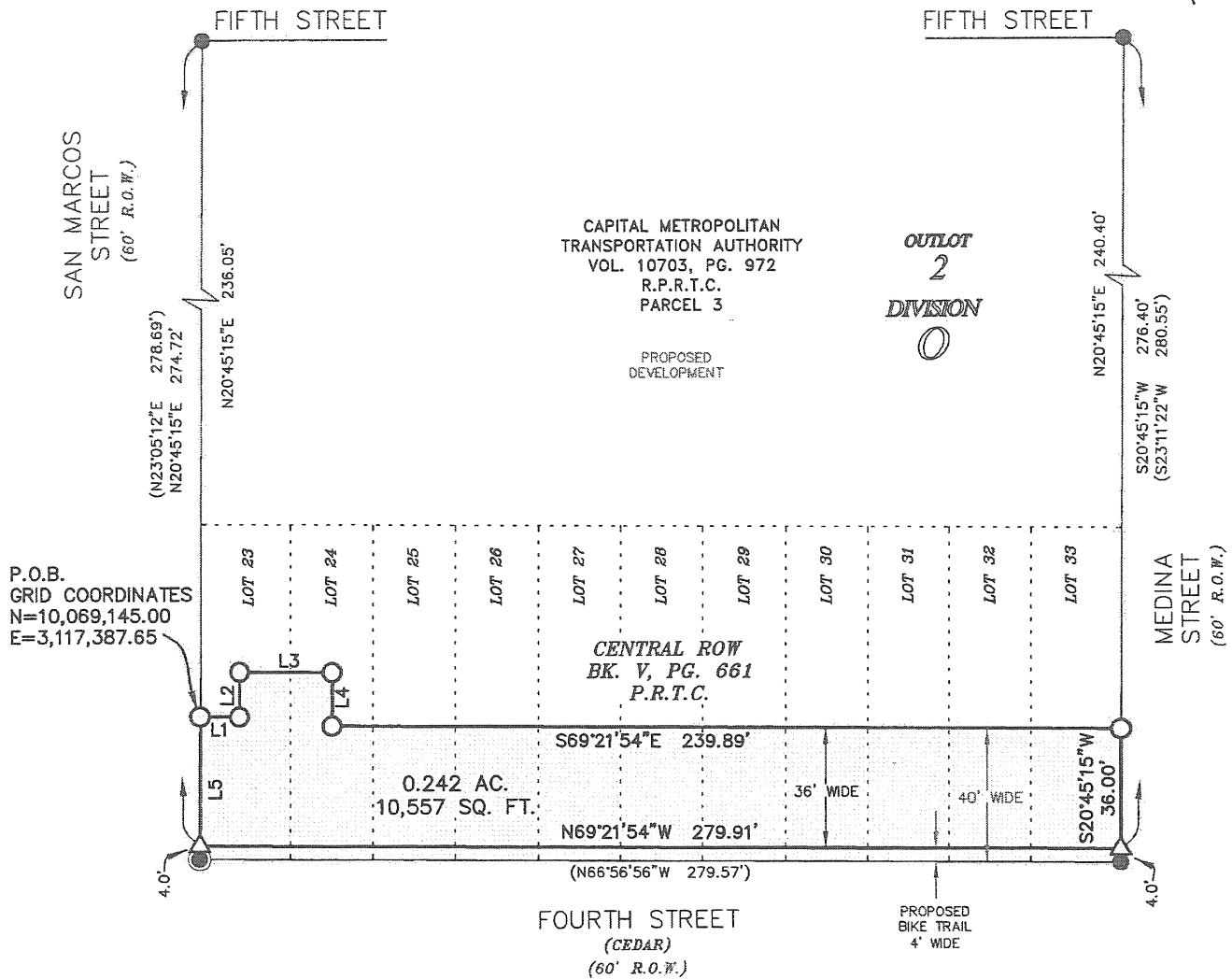
Date

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 2016/Plaza Saltillo/Parcel 3 ROW Less Trail  
Issued 11/14/16

AUSTIN GRID J-22

SKETCH TO ACCOMPANY DESCRIPTION OF 0.242 AC. OR 10,557 SQ. FT.  
OF LAND OUT OF LOTS 23-33, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



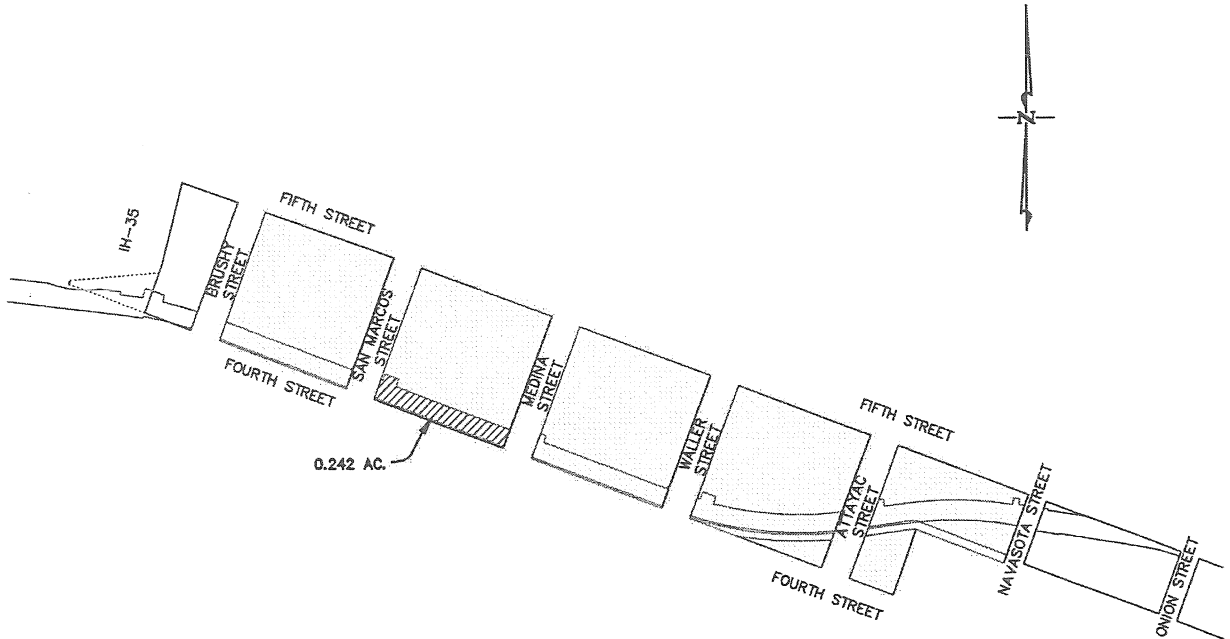
LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°21'54"E	12.00
L2	N20°38'06"E	13.33
L3	S69°21'54"E	28.02
L4	S20°38'06"W	16.00
L5	N20°45'15"E	38.67

PAGE 3 OF 4  
SURVEYED BY:

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



SKETCH TO ACCOMPANY DESCRIPTION OF 0.242 AC. OR 10,557 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



11/14/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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PAGE 4 OF 4  
SURVEYED BY: ISSUED: 11/14/16

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

## FIELD NOTES FOR 0.237 OF ONE ACRE OF LAND

DESCRIPTION OF 0.237 OF ONE ACRE (10,307 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 0.237 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°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°21'54"E 12.01 feet to a 1/2" iron rod set with a plastic cap;
2. N20°38'06"E 14.00 feet to a 1/2" iron rod set with a plastic cap;
3. S69°21'54"E 12.09 feet to a 1/2" iron rod set with a plastic cap;
4. S20°38'06"W 14.00 feet to a 1/2" iron rod set with a plastic cap;
5. S69°21'54"E 253.77 feet to a 1/2" iron rod set with a plastic cap;
6. N20°45'53"E 3.87 feet to a 1/2" iron rod set with a plastic cap; and
7. S69°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°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°45'53"W 39.86 feet to a calculated point at the southeast corner of this tract, same being in the north line of a proposed bike trail, from which a 1/2" iron rod found at the southeast corner of said Lot 44 and said CapMetro tract, same being in the north line of Fourth Street, bears S20°45'53"W 4.00 feet;

0.237 AC.

THENCE, with the south line of this tract, crossing Lots 44 through 34 and said CapMetro tract and the north line of a proposed bike trail,  $N69^{\circ}21'54''W$  281.26 feet to a calculated point at the southwest corner of this tract, same being in the west line of said Lot 34 and said CapMetro tract, and the east line of Medina Street, from which a 1/2" iron rod found bears  $S20^{\circ}45'15''W$  4.00 feet and  $S37^{\circ}02'56''W$  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,  $N20^{\circ}45'15''E$  36.00 feet to the POINT OF BEGINNING, and containing 0.237 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".

11/14/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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 2016/Plaza Saltillo/Parcel 4 ROW Less Trail

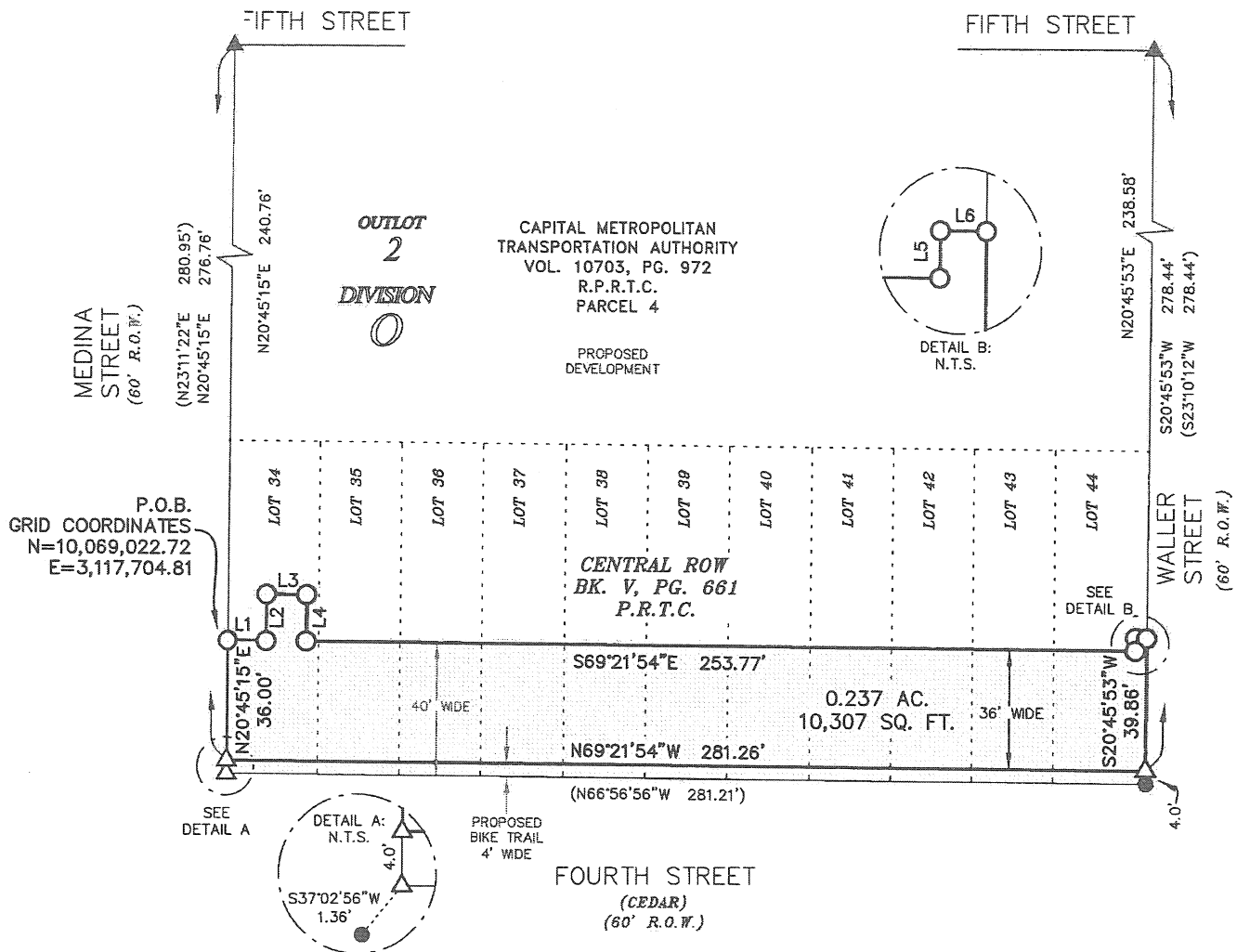
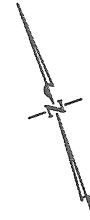
Issued 11/14/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.237 AC. OR 10,307 SQ. FT.  
OF LAND OUT OF LOTS 34-44, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



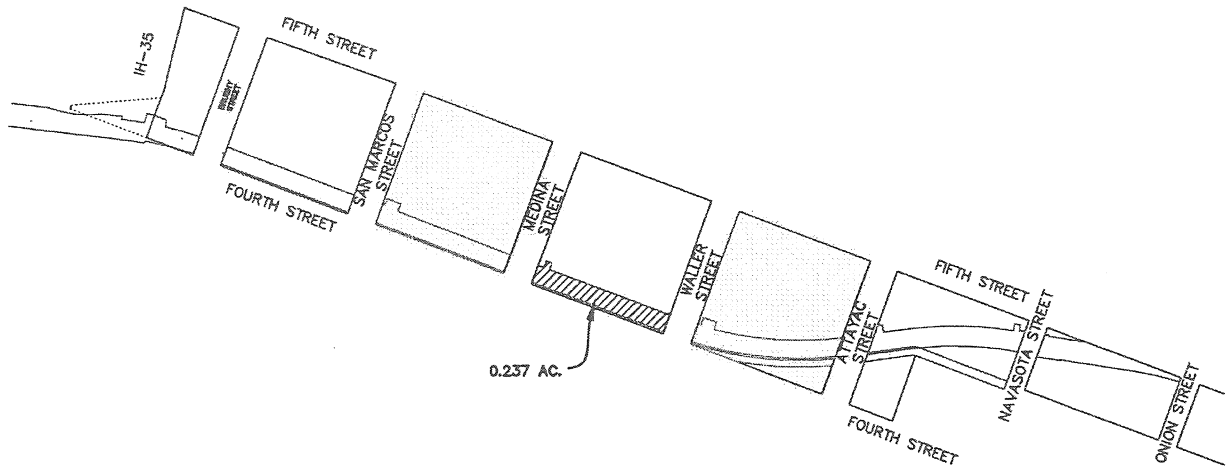
LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°21'54"E	12.01
L2	N20°38'06"E	14.00
L3	S69°21'54"E	12.09
L4	S20°38'06"W	14.00
L5	N20°45'53"E	3.87
L6	S69°14'07"E	3.39

PAGE 3 OF 4  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.237 AC. OR 10,307 SQ. FT. OF LAND OUT OF LOTS 34-44, 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



*Chris Conrad*

11/14/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
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PAGE 4 OF 4  
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**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 0.587 OF ONE ACRE OF LAND

DESCRIPTION OF 0.587 OF ONE ACRE (25,567 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 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 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 0.587 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 tracts, 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°42'35"E 12.42 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;

0.587 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 Parcel 6 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;

0.587 AC.

THENCE, with the perimeter of this tract, crossing said CapMetro Parcel 6 tract, the following five (5) 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;
4. N69°17'43"W 9.35 feet to a calculated point; and
5. S82°40'56"W 98.61 feet to a calculated point in the west line of 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 CapMetro Parcel 6 tract, and the east line of Attayac Street, S20°45'53"W 10.39 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 20.72 feet to a calculated point, 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 79.28 feet;

THENCE, continuing with the south line of this tract, crossing said Lots 55 through 45 and said CapMetro Parcel 5 tract, with a curve to the right, whose intersection angle is 22°39'50", a radius of 750.36 feet, an arc distance of 296.81 feet, the chord of which bears N84°08'45"W 294.88 feet to a calculated point in the west line of said Lot 45 and the east line of Waller Street, from which a 1/2" iron rod found at the southwest corner of said Lot 45 and said CapMetro Parcel 5 tract, same being in the north line of Fourth Street, bears S20°45'53"W 5.22 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 38.76 feet to the POINT OF BEGINNING, and containing 0.587 of one acre, more or less, within these metes and bounds.



0.587 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 black ink, appearing to read "Chris Conrad".

11/14/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

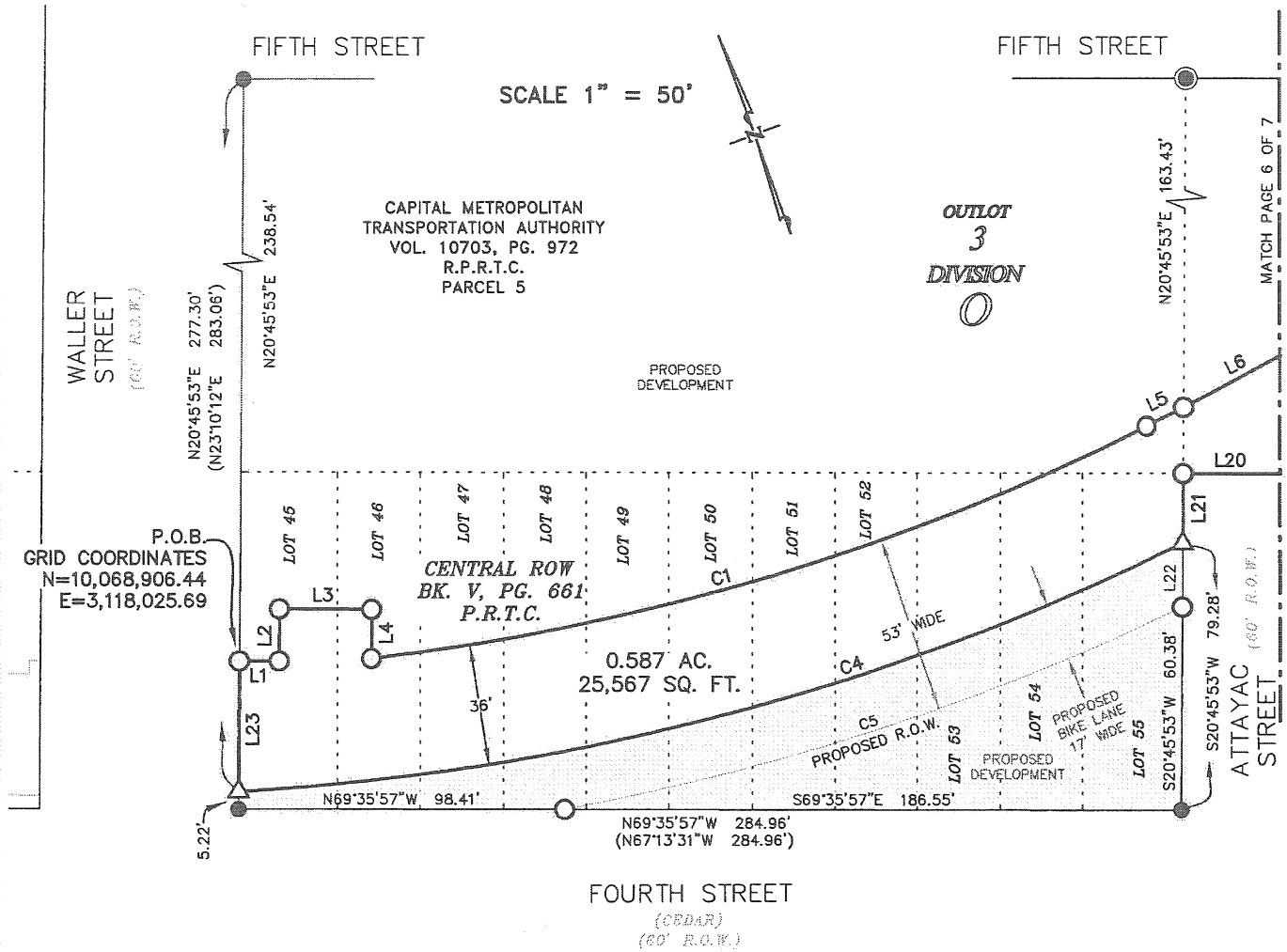
Date

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 2016/Plaza Saltillo/Parcel 5-6 ROW Less Trail  
Issued 11/14/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.587 AC. OR 25,567 SQ. FT. OF LAND  
OUT OF LOTS 45-55, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



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	296.81	750.36	22°39'50"	150.37	N84°08'45"W	294.88
C5	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°42'35"E	12.42
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
L12	N08°58'22"E	13.51

LINE TABLE

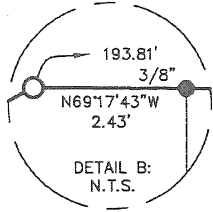
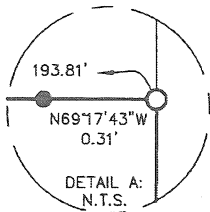
LINE	BEARING	LENGTH
L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
L15	S80°59'53"E	11.73
L16	S20°45'50"W	17.00
L17	N69°17'43"W	9.35
L18	S20°45'53"W	10.39
L19	N20°45'53"E	8.88
L20	N69°35'57"W	60.00
L21	S20°45'53"W	20.72
L22	S20°45'53"W	18.90
L23	N20°45'53"E	38.76
L24	N20°45'50"E	22.74

PAGE 5 OF 7  
SURVEYED BY:

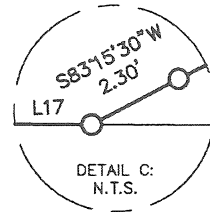
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

CMTA

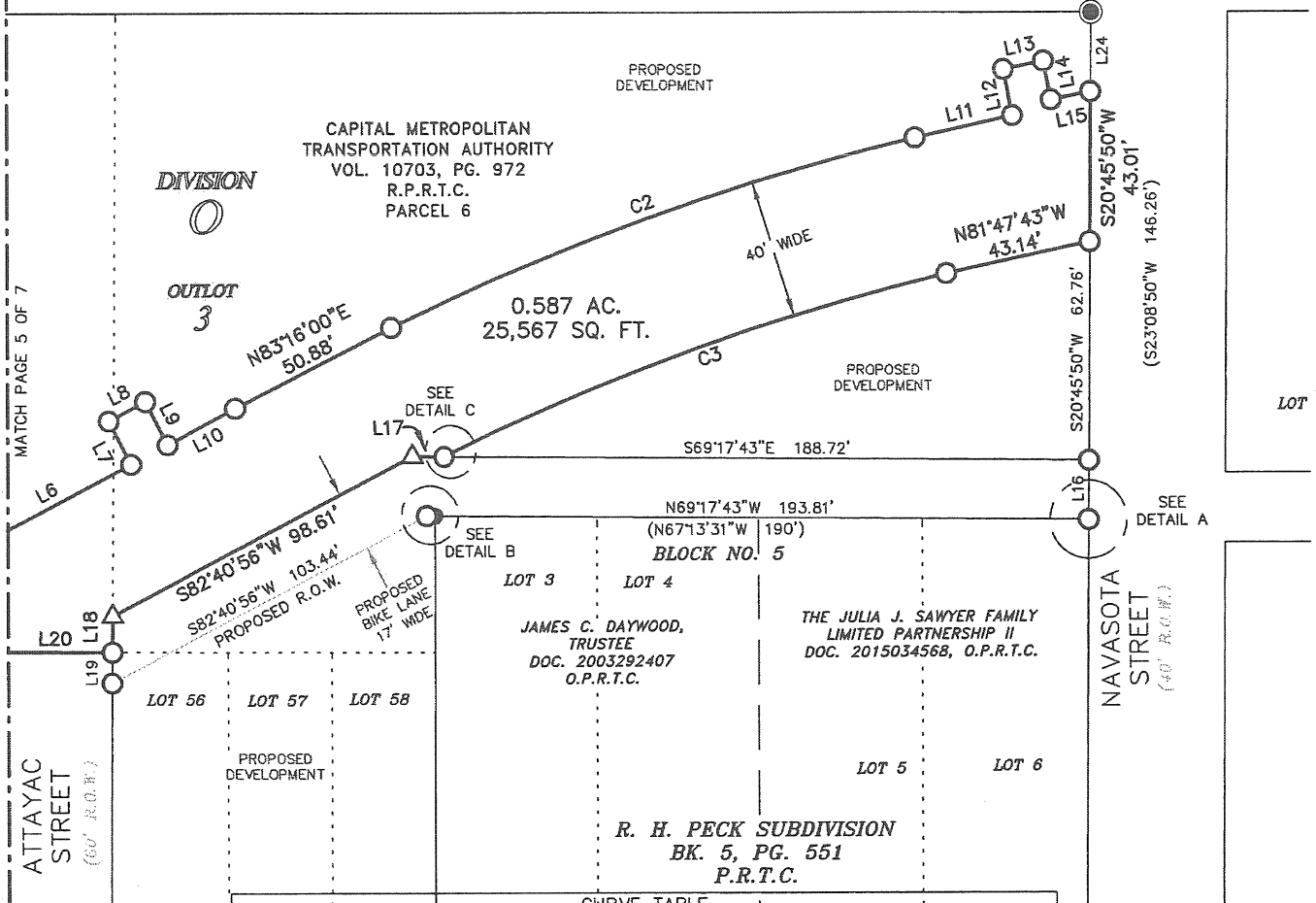
SKETCH TO ACCOMPANY DESCRIPTION OF 0.587 AC. OR 25,567 SQ. FT. OF LAND  
OUT OF LOTS 45-55, CENTRAL ROW AND OUT OF OUTLOT 3, DIVISION "O",  
OF THE GOVERNMENT OUTLOTS, AUSTIN, TRAVIS COUNTY, TEXAS.



FIFTH STREET  
(PINE STREET)  
(60' 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	296.81	750.36	22°39'50"	150.37	N84°08'45"W	294.88
C5	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°42'35"E	12.42
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
L12	N08°58'22"E	13.51

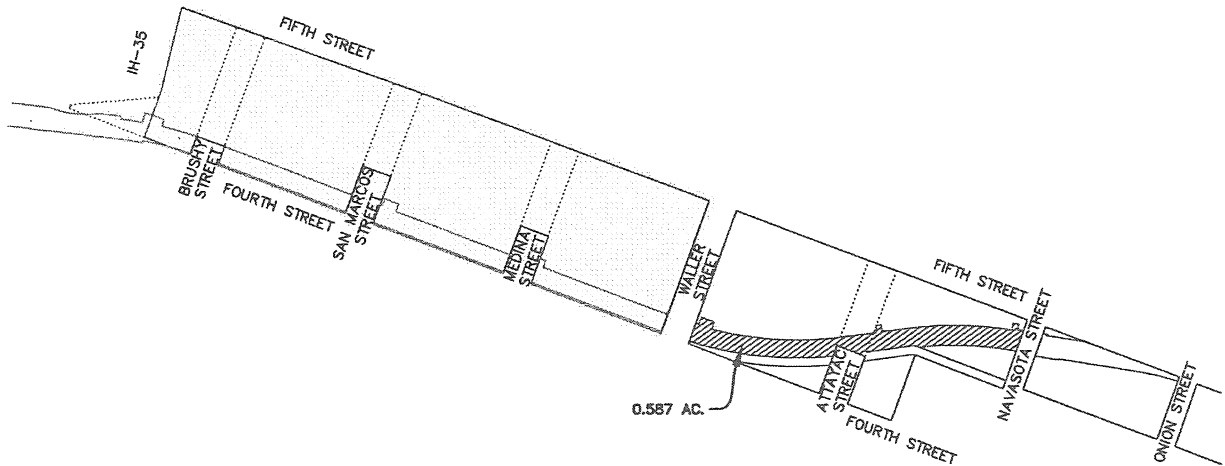
LINE TABLE		
LINE	BEARING	LENGTH
L13	S81°01'38"E	12.00
L14	S08°58'22"W	11.34
L15	S80°59'53"E	11.73
L16	S20°45'50"W	17.00
L17	N69°17'43"W	9.35
L18	S20°45'53"W	10.39
L19	N20°45'53"E	8.88
L20	N69°35'57"W	60.00
L21	S20°45'53"W	20.72
L22	S20°45'53"W	18.90
L23	N20°45'53"E	38.76
L24	N20°45'50"E	22.74

PAGE 6 OF 7  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.587 AC. OR 25,567 SQ. FT. OF LAND OUT OF LOTS 45-55, 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



11/14/16

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: ISSUED: 11/14/16

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

## 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;

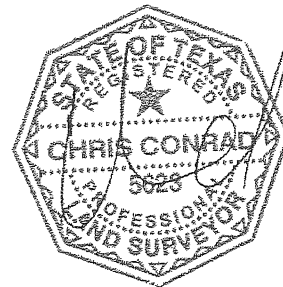
THENCE, with the east line of this tract, said Lot 7, and said CapMetro tract and the west line of Onion Street, **S20°45'27"W 8.95 feet** to the POINT OF BEGINNING and containing 0.196 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

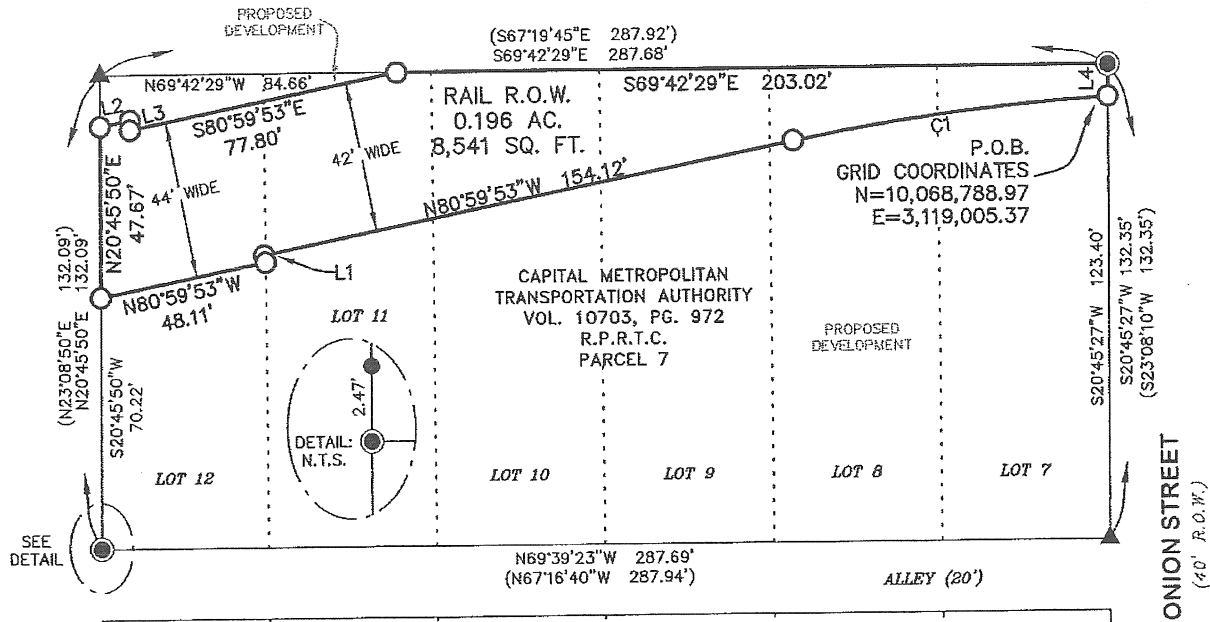
CMTA

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'



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



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

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

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

LOT 1      LOT 2      LOT 3      LOT 4      LOT 5      LOT 6

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:

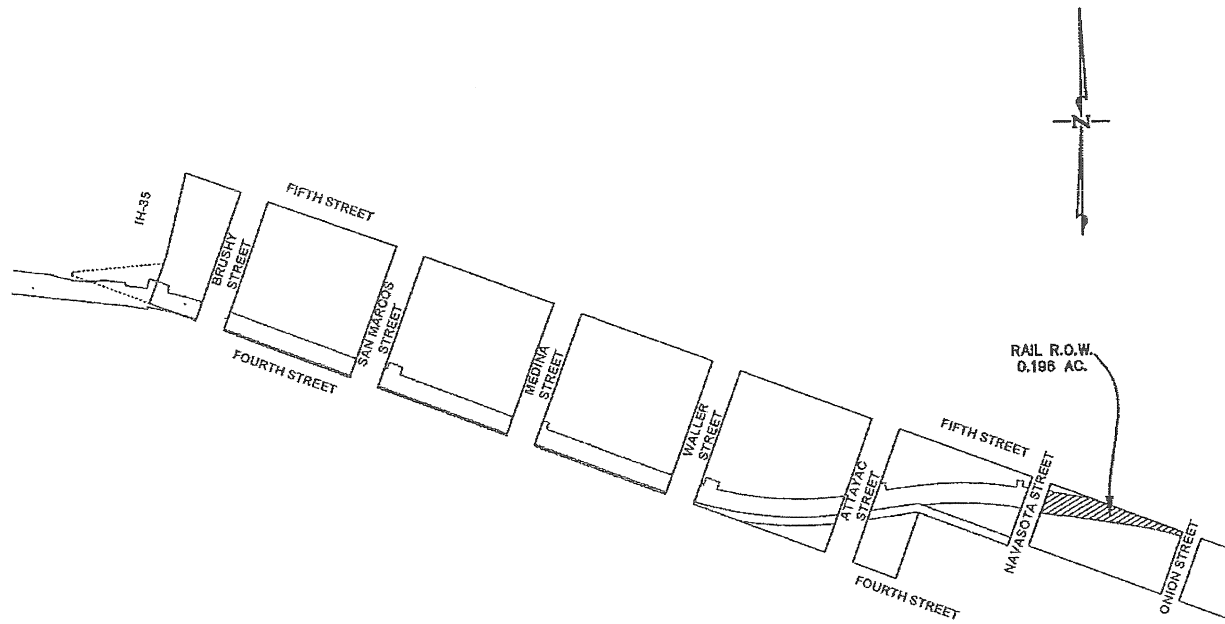
**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
TBPLS FRIM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

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.



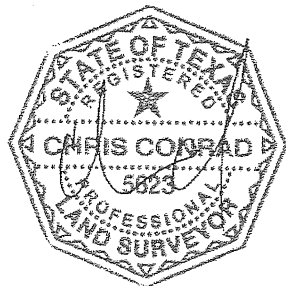
VICINITY MAP NOT TO SCALE

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 "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*

02/04/16

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 REVISION 6:  
SURVEYED BY: 02/04/2016  
ISSUED: 05/19/14

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



**EXHIBIT I-3**

Property Related to Tenant Required Existing Remedial Work

[Attached]

## FIELD NOTES FOR 5.945 ACRES OF LAND

DESCRIPTION OF 5.945 ACRES (258,971 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 5.945 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 44 and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 4 tract and the west line of Waller Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,927.21, E=3,117,969.39, from which a 1/2" iron rod found at the southeast corner of said Lot 44 and said CapMetro Parcel 4 tract, same being in the north line of Fourth Street, bears S20°45'53"W 43.86 feet;

THENCE, with the south line of this tract, the following twenty-six (26) courses, numbered 1 through 28:

1. crossing said Lot 44 and said CapMetro Parcel 4 tract, N69°14'07"W 3.39 feet to a 1/2" iron rod set with a plastic cap;
2. crossing said Lot 44 and said CapMetro Parcel 4 tract, S20°45'53"W 3.87 feet to a 1/2" iron rod set with a plastic cap;
3. crossing said Lots 44 through 34 and said CapMetro Parcel 4 tract, N69°21'54"W 253.77 feet to a 1/2" iron rod set with a plastic cap;
4. crossing said Lot 34 and said CapMetro Parcel 4 tract, N20°38'06"E 14.00 feet to a 1/2" iron rod set with a plastic cap;
5. crossing said Lot 34 and said CapMetro Parcel 4 tract, N69°21'54"W 12.09 feet to a 1/2" iron rod set with a plastic cap;

5.945 AC.

6. crossing said Lot 34 and said CapMetro Parcel 4 tract, **S20°38'06"W 14.00 feet** to a 1/2" iron rod set with a plastic cap;
7. crossing said Lot 34 and said CapMetro Parcel 4 tract, **N69°21'54"W 12.01 feet** to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 34 and said CapMetro Parcel 4 tract and the east line of Medina Street;
8. 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 60.00 feet** to a 1/2" iron rod with a plastic cap at the northwest corner of said Lot 34;
9. with a north line of Medina Street, **N69°21'54"W 60.00 feet** to a 1/2" iron rod 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;
10. 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 60.00 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 33 and said CapMetro Parcel 3 tract, bears **S20°45'15"W 40.00 feet**;
11. crossing said Lots 33 through 24 and said CapMetro Parcel 3 tract, **N69°21'54"W 239.89 feet** to a 1/2" iron rod set with a plastic cap;
12. crossing said Lot 24 and said CapMetro Parcel 3 tract, **N20°38'06"E 16.00 feet** to a 1/2" iron rod set with a plastic cap;
13. crossing said Lots 24 and 23 and said CapMetro Parcel 3 tract, **N69°21'54"W 28.02 feet** to a 1/2" iron rod set with a plastic cap;
14. crossing said Lot 23 and said CapMetro Parcel 3 tract, **S20°38'06"W 13.33 feet** to a 1/2" iron rod set with a plastic cap;
15. crossing said Lot 23 and said CapMetro Parcel 3 tract, **N69°21'54"W 12.00 feet** to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 23 and said Parcel 3 tract and the east line of San Marcos Street;
16. 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 57.33 feet** to a 1/2" iron rod with a plastic cap at the northwest corner of said Lot 23;
17. with a north line of San Marcos Street, **N69°21'54"W 59.64 feet** to a 1/2" iron rod 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;
18. 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 57.33 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 22 and said CapMetro Parcel 2 tract, same being in the north line of Fourth Street, bears **S20°45'15"W 42.67 feet**;

5.945 AC.

19. crossing said Lot 22 and said CapMetro Parcel 2 tract, **N69°21'54"W 3.32 feet** to a 1/2" iron rod set with a plastic cap;
20. crossing said Lot 22 and said CapMetro Parcel 2 tract, **S20°38'06"W 2.67 feet** to a 1/2" iron rod set with a plastic cap;
21. crossing said Lots 22 through 12 and said CapMetro Parcel 2 tract, **N69°21'54"W 271.83 feet** to a 1/2" iron rod set with a plastic cap, same being in the west line of said Lot 12 and said CapMetro Parcel 2 tract and the east line of Brushy Street;
22. **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 said Lot 11, from which 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, bears **S20°39'26"W 39.32 feet**;
23. crossing said Lots 11 through 9 and said CapMetro Parcel 1 tract, with a curve to the left, whose intersection angle is **05°32'15"**, radius is **749.81 feet**, an arc distance of **72.47 feet**, the chord of which bears **N74°17'55"W 72.44 feet** to a 1/2" iron rod set with a plastic cap;
24. crossing said Lot 9 and said CapMetro Parcel 1 tract, **N12°03'50"E 13.58 feet** to a 1/2" iron rod set with a plastic cap;
25. crossing said Lots 9 and 8 and said CapMetro Parcel 1 tract, **N69°21'54"W 17.77 feet** to a 1/2" iron rod set with a plastic cap;
26. crossing said Lot 8 and said CapMetro Parcel 1 tract, **N71°19'58"W 8.01 feet** to a 1/2" iron rod set at the southwest corner of this tract, same being in the west line of said Lot 8 and the west line of the remainder of CapMetro Parcel 1 tract and the east line of 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 38.20 feet** to a 1/2" iron rod found;
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,

5.945 AC.

- 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;

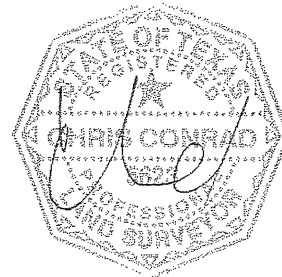
THENCE, with the east line of this tract and said CapMetro Parcel 4 tract and the west line of Waller Street, **S20°45'53"W 238.58 feet** to the POINT OF BEGINNING and containing 5.945 acres, more or less, within these metes and bounds.

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".

01/06/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

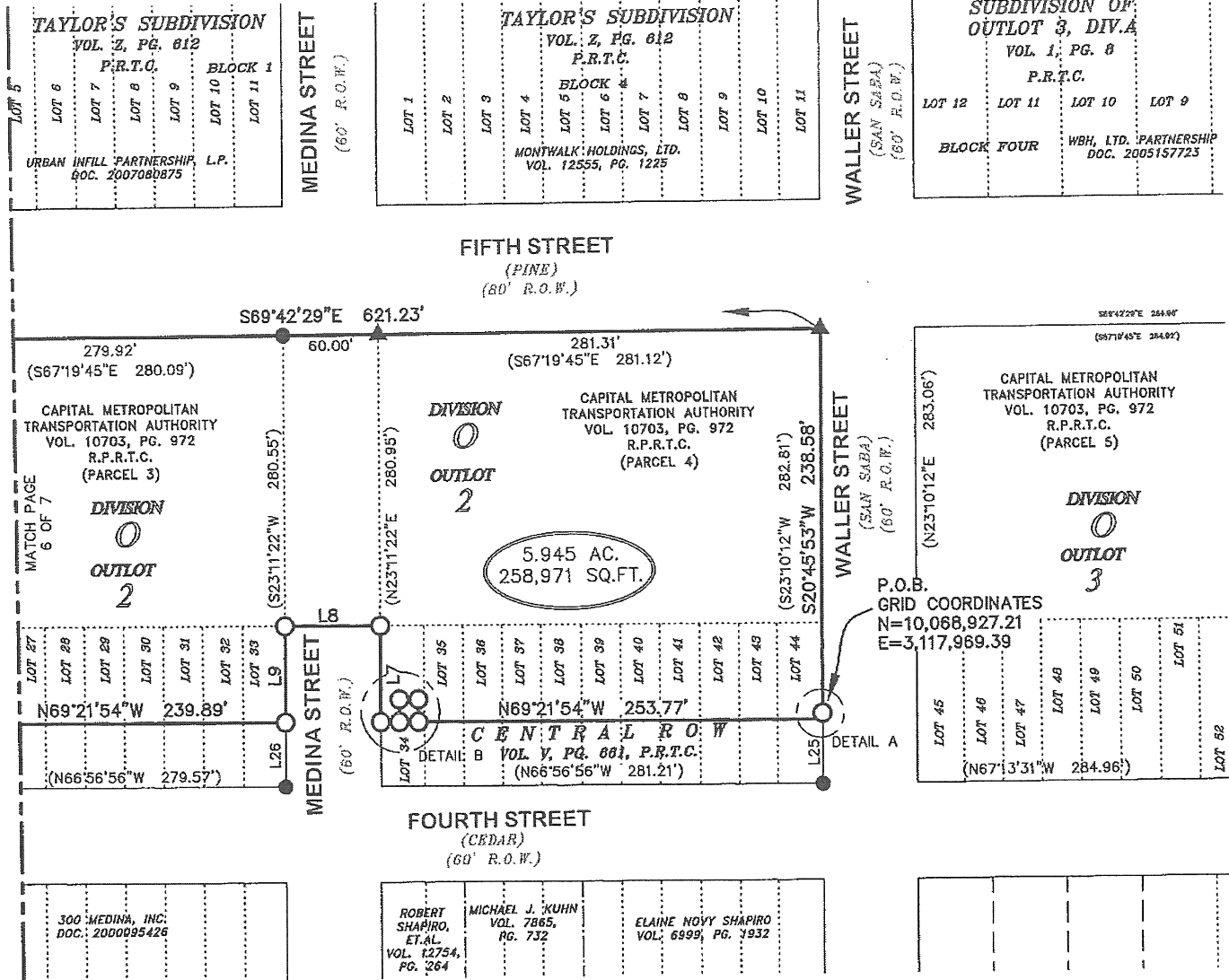
Date

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

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 5.945 AC. OR 258,971 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.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	72.47	749.81	05°32'15"	36.26	N74°17'55"W	72.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39
L2	S20°45'53"W	3.87
L3	N20°38'06"E	14.00
L4	N69°21'54"W	12.09
L5	S20°38'06"W	14.00
L6	N69°21'54"W	12.01
L7	N20°45'15"E	60.00
L8	N69°21'54"W	60.00
L9	S20°45'15"W	60.00
L10	N20°38'06"E	16.00
L11	N69°21'54"W	28.02
L12	S20°38'06"W	13.33
L13	N69°21'54"W	12.00
L14	N20°45'15"E	57.33

LINE TABLE		
LINE	BEARING	LENGTH
L15	N69°21'54"W	59.64
L16	S20°45'15"W	57.33
L17	N69°21'54"W	3.32
L18	S20°38'06"W	2.67
L19	N70°00'48"W	60.00
L20	N12°03'50"E	13.58
L21	N69°21'54"W	17.77
L22	N71°19'58"W	8.01
L23	N20°37'13"E	38.20
L24	N20°39'26"E	15.70
L25	S20°45'53"W	43.86
L26	S20°45'15"W	40.00
L27	S20°45'15"W	42.67
L28	S20°39'26"W	39.32

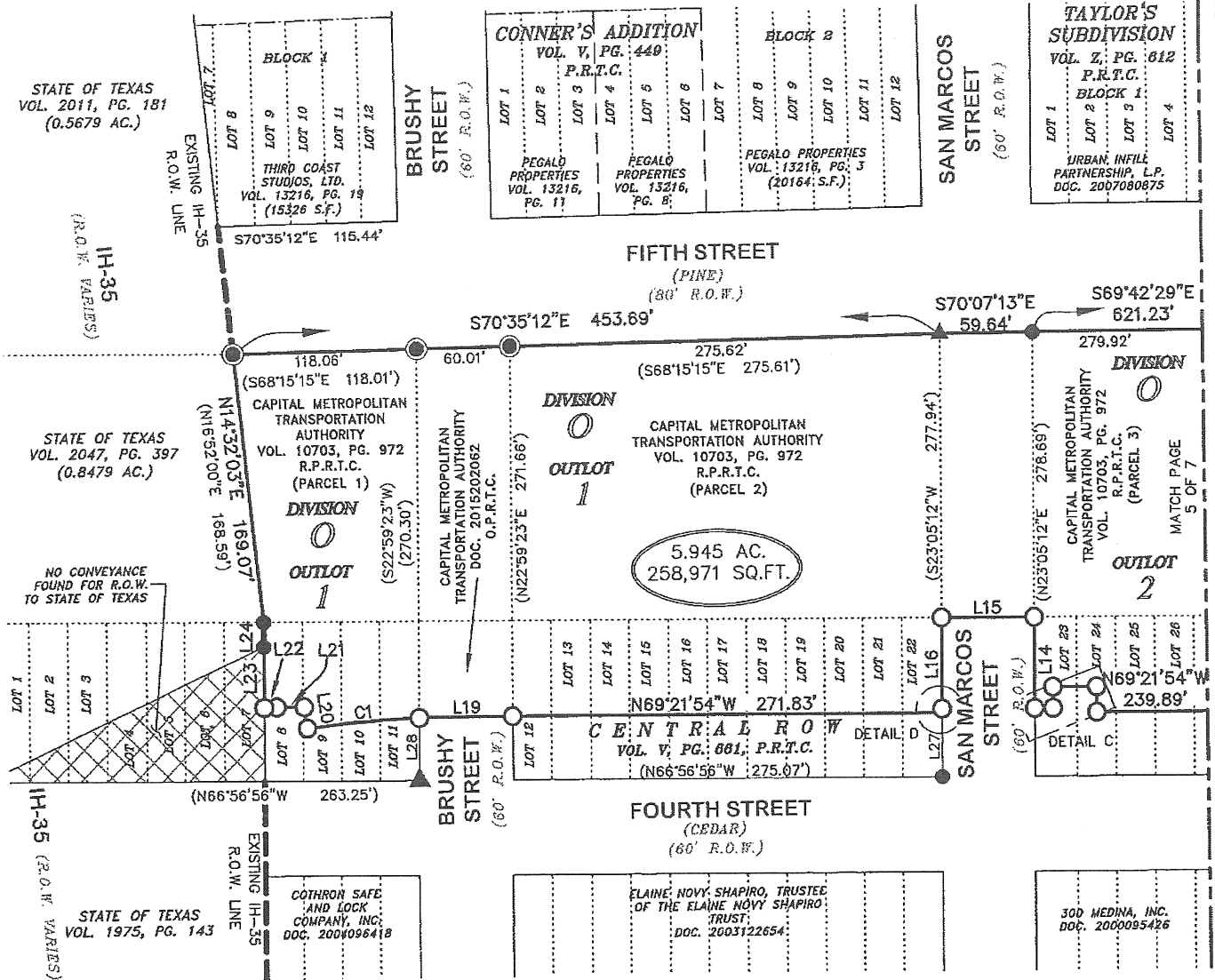
SCALE 1" = 100'



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 5.945 AC. OR 258,971 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.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	72.47	749.81	5°32'15"	36.26	N74°17'55"W	72.44

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°14'07"W	3.39
L2	S20°45'53"W	3.87
L3	N20°38'06"E	14.00
L4	N69°21'54"W	12.09
L5	S20°38'06"W	14.00
L6	N69°21'54"W	12.01
L7	N20°45'15"E	60.00
L8	N69°21'54"W	60.00
L9	S20°45'15"W	60.00
L10	N20°38'06"E	16.00
L11	N69°21'54"W	28.02
L12	S20°38'06"W	13.33
L13	N69°21'54"W	12.00
L14	N20°45'15"E	57.33

LINE TABLE		
LINE	BEARING	LENGTH
L15	N69°21'54"W	59.64
L16	S20°45'15"W	57.33
L17	N69°21'54"W	3.32
L18	S20°38'06"W	2.67
L19	N70°00'48"W	60.00
L20	N12°03'50"E	13.58
L21	N69°21'54"W	17.77
L22	N71°19'58"W	8.01
L23	N20°37'13"E	38.20
L24	N20°39'26"E	15.70
L25	S20°45'53"W	43.86
L26	S20°45'15"W	40.00
L27	S20°45'15"W	42.67
L28	S20°39'26"W	39.32

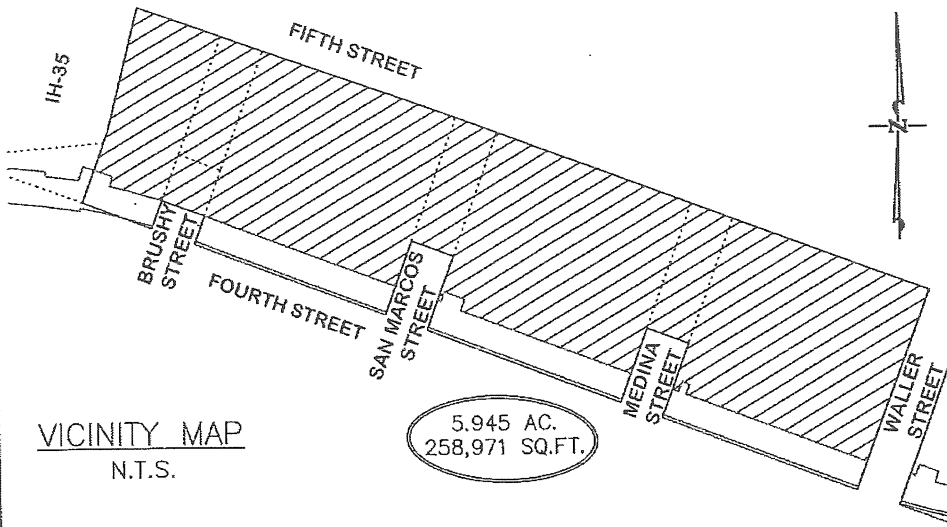
SCALE 1" = 100'

PAGE 6 OF 7 SURVEYED BY:

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

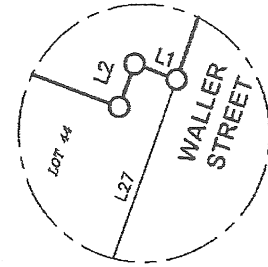
CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 5.945 AC. OR 258,971 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.

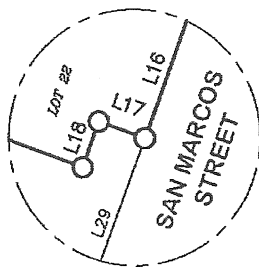


VICINITY MAP  
N.T.S.

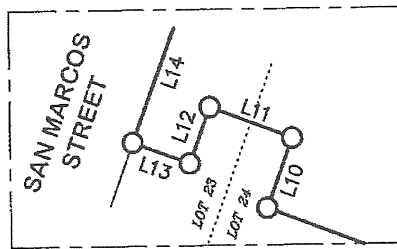
5.945 AC.  
258,971 SQ.FT.



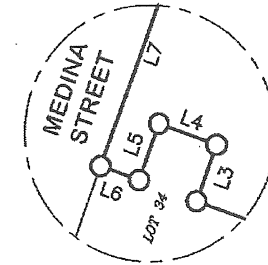
DETAIL A:  
N.T.S.



DETAIL D:  
N.T.S.



DETAIL C:  
N.T.S.



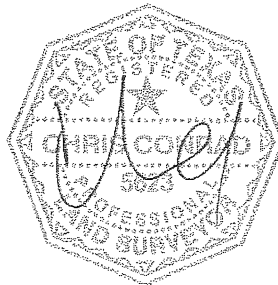
DETAIL B:  
N.T.S.

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 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



01/06/16

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.

M:\CMTA-IH35-COMAL\DWG\Parcels\Plaza Saltillo\Tract 1-Rev1

PAGE 7 OF 7  
SURVEYED BY:

REVISED: 01/06/16  
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



## FIELD NOTES FOR 2.029 ACRES OF LAND

DESCRIPTION OF 2.029 ACRES (88,383 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, AND 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 2.029 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 southwest 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, 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, from which a 1/2" iron rod found at the southwest corner of said Lot 45 and said CapMetro Parcel 5 tract, same being in the north line of Fourth Street, bears S20°45'53"W 43.98 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 238.54 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;

THENCE, with the north line of this tract, said CapMetro Parcel 5 tract, and 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 and said CapMetro Parcel 6 tract and the west line of Navasota Street, S20°45'50"W 22.74 feet to a 1/2" iron rod set with a plastic cap;

THENCE, with the south line of this tract, crossing said CapMetro Parcel 6 and Parcel 5 tract, the following eighteen (18) courses:

1. N80°59'53"W 11.73 feet to a 1/2" iron rod set with a plastic cap;
2. N08°58'22"E 11.34 feet to a 1/2" iron rod set with a plastic cap;

3. N81°01'38"W 12.00 feet to a 1/2" iron rod set with a plastic cap;
4. S08°58'22"W 13.51 feet to a 1/2" iron rod set with a plastic cap;
5. N82°03'44"W 29.54 feet to a 1/2" iron rod set with a plastic cap;
6. with a curve to the left, whose intersection angle is 12°26'42", radius is 749.81 feet, an arc distance of 162.86 feet, the chord of which bears N89°11'54"W 162.54 feet to a 1/2" iron rod set with a plastic cap;
7. S83°16'00"W 50.88 feet to a 1/2" iron rod set with a plastic cap;
8. S82°36'06"W 22.47 feet to a 1/2" iron rod set with a plastic cap;
9. N07°23'25"W 14.00 feet to a 1/2" iron rod set with a plastic cap;
10. S82°36'35"W 12.00 feet to a 1/2" iron rod set with a plastic cap;
11. S07°23'25"E 14.01 feet to a 1/2" iron rod set with a plastic cap;
12. S82°43'23"W 73.87 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 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 119.63 feet;
13. S83°45'09"W 12.41 feet, to a 1/2" iron rod set with a plastic cap;
14. with a curve to the right, whose intersection angle is 19°41'45", radius is 714.36 feet, an arc distance of 245.57 feet, the chord of which bears N86°03'55"W 244.36 feet to a 1/2" iron rod set with a plastic cap;
15. N20°38'06"E 14.55 feet to a 1/2" iron rod set with a plastic cap;
16. N69°21'54"W 27.97 feet to a 1/2" iron rod set with a plastic cap;
17. S20°38'06"W 15.45 feet to a 1/2" iron rod set with a plastic cap; and
18. N69°43'23"W 12.04 feet to the POINT OF BEGINNING and containing 2.029 acres, more or less, within these metes and bounds.

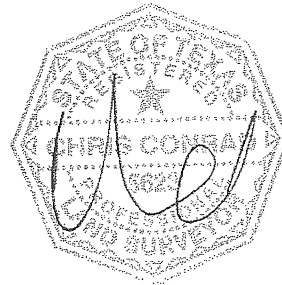
2.029 AC.

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



04/21/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

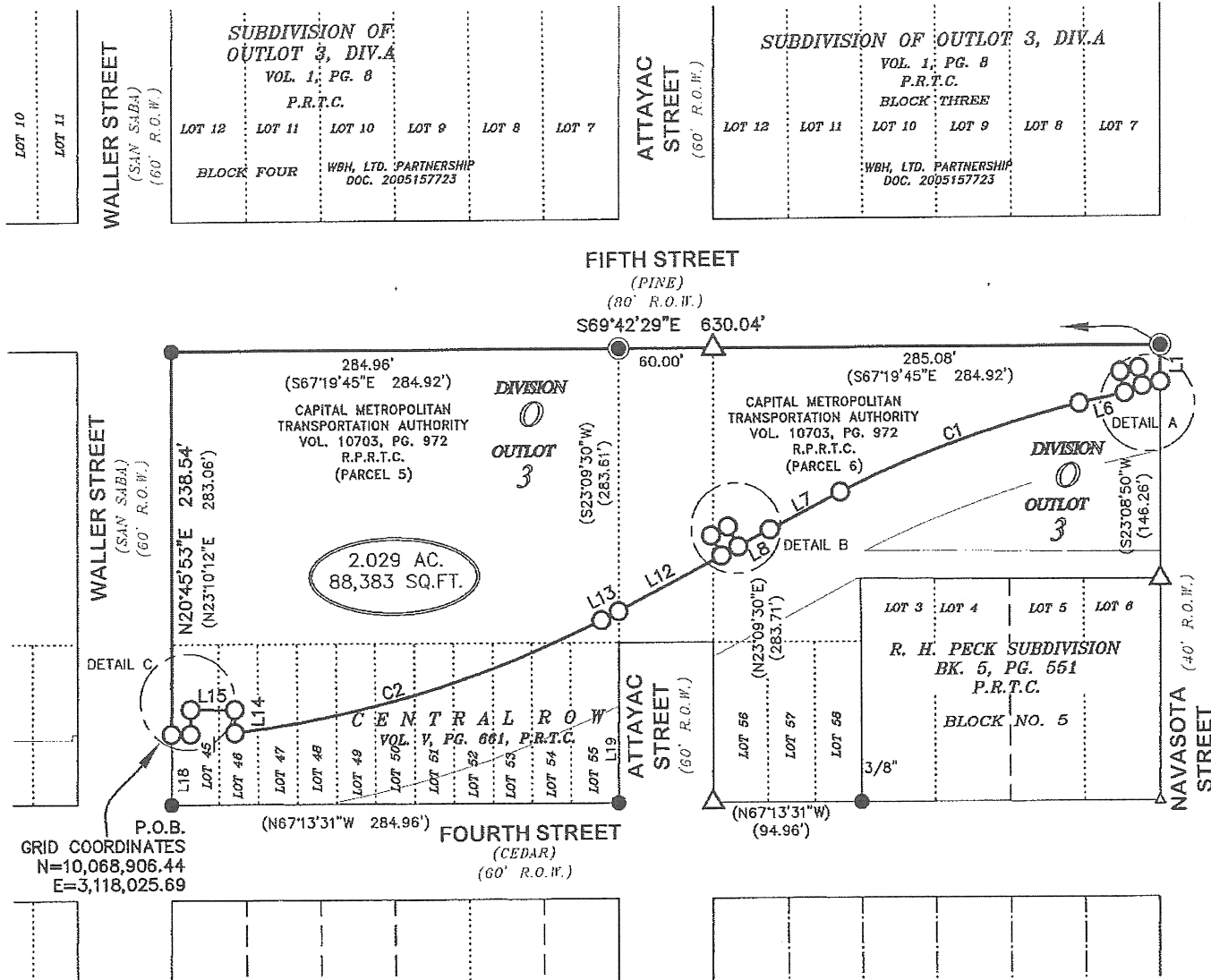
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Saltillo/Tract 2 Rev 3  
Issued 12/10/15, 01/21/16, 02/05/16, 04/21/16

AUSTIN GRID J-22

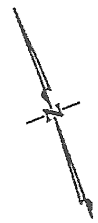
CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 2.029 AC. OR 88,383 SQ. FT.  
OF LAND OUT OF LOTS 45-55, CENTRAL ROW, AND OUT OF  
OUTLOT 3, DIVISION "O" OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	162.86	749.81	12°26'42"	81.75	N89°11'54"W	162.54
C2	245.57	714.36	19°41'45"	124.01	N86°03'55"W	244.36

SCALE 1" = 100'



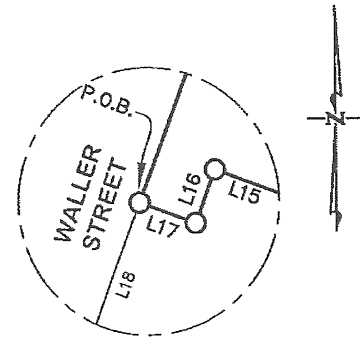
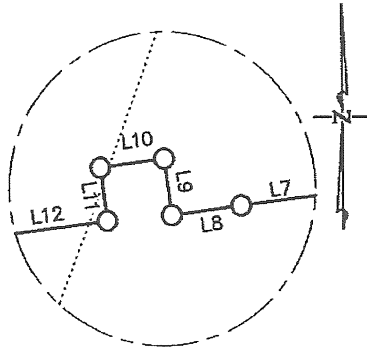
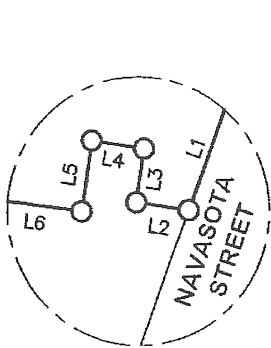
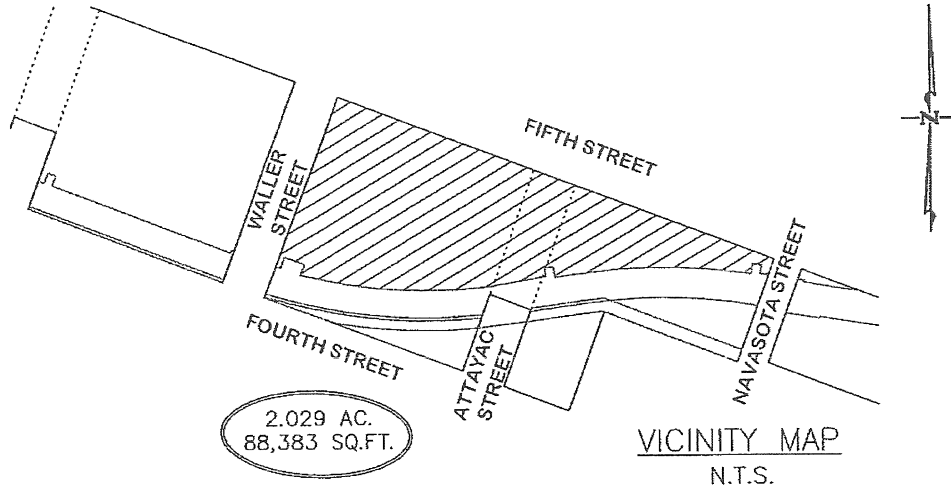
LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°45'50"W	22.74
L2	N80°59'53"W	11.73
L3	N08°58'22"E	11.34
L4	N81°01'38"W	12.00
L5	S08°58'22"W	13.51
L6	N82°03'44"W	29.54
L7	S83°16'00"W	50.88
L8	S82°36'06"W	22.47
L9	N07°23'25"W	14.00
L10	S82°36'35"W	12.00

LINE TABLE		
LINE	BEARING	LENGTH
L11	S07°23'25"E	14.01
L12	S82°43'23"W	73.87
L13	S83°45'09"W	12.41
L14	N20°38'06"E	14.55
L15	N69°21'54"W	27.97
L16	S20°38'06"W	15.45
L17	N69°43'23"W	12.04
L18	S20°45'53"W	43.98
L19	S20°45'53"W	119.63

PAGE 4 OF 5  
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 2.029 AC. OR 88,383 SQ. FT. OF LAND OUT OF LOTS 45-55, CENTRAL ROW, AND OUT OF OUTLOT 3, 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.



*Chris Conrad*

04/21/16

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.

- 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

PAGE 5 OF 5  
 SURVEYED BY: \_\_\_\_\_  
 REVISION 3:  
 04/21/2016  
 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 0.110 OF ONE ACRE OF LAND

DESCRIPTION OF 0.110 OF ONE ACRE (4,804 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF LOTS 48 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 0.110 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 west corner of this tract, same being in the south line of said Lot 48 and said Capital Metropolitan Transportation Authority (CapMetro) tract and the north line of Fourth Street, from which a 1/2" iron rod found at the southwest corner of Lot 45 in said Central ROW subdivision, and said CapMetro tract, same being in the east line of Waller Street bears  $N69^{\circ}35'57''W$  98.41 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of  $N=10,068,831.01$ ,  $E=3,118,102.34$ ;

THENCE, with the north line of this tract, crossing said Lots 48 through 55 and said CapMetro tract, with a curve to the left, 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  $S87^{\circ}30'00''E$  196.44 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 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  $N20^{\circ}45'53''E$  222.68 feet;

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

THENCE, with the south line of this tract, said Lots 55 through 48, and said CapMetro tract and the north line of Fourth Street,  $N69^{\circ}35'57''W$  186.55 feet to the POINT OF BEGINNING, and containing 0.110 of one acre, more or less, within these metes and bounds.

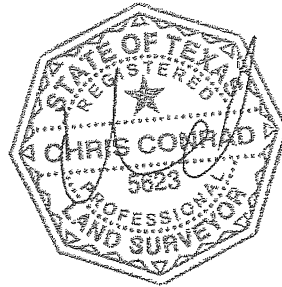
0.110 AC.

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".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

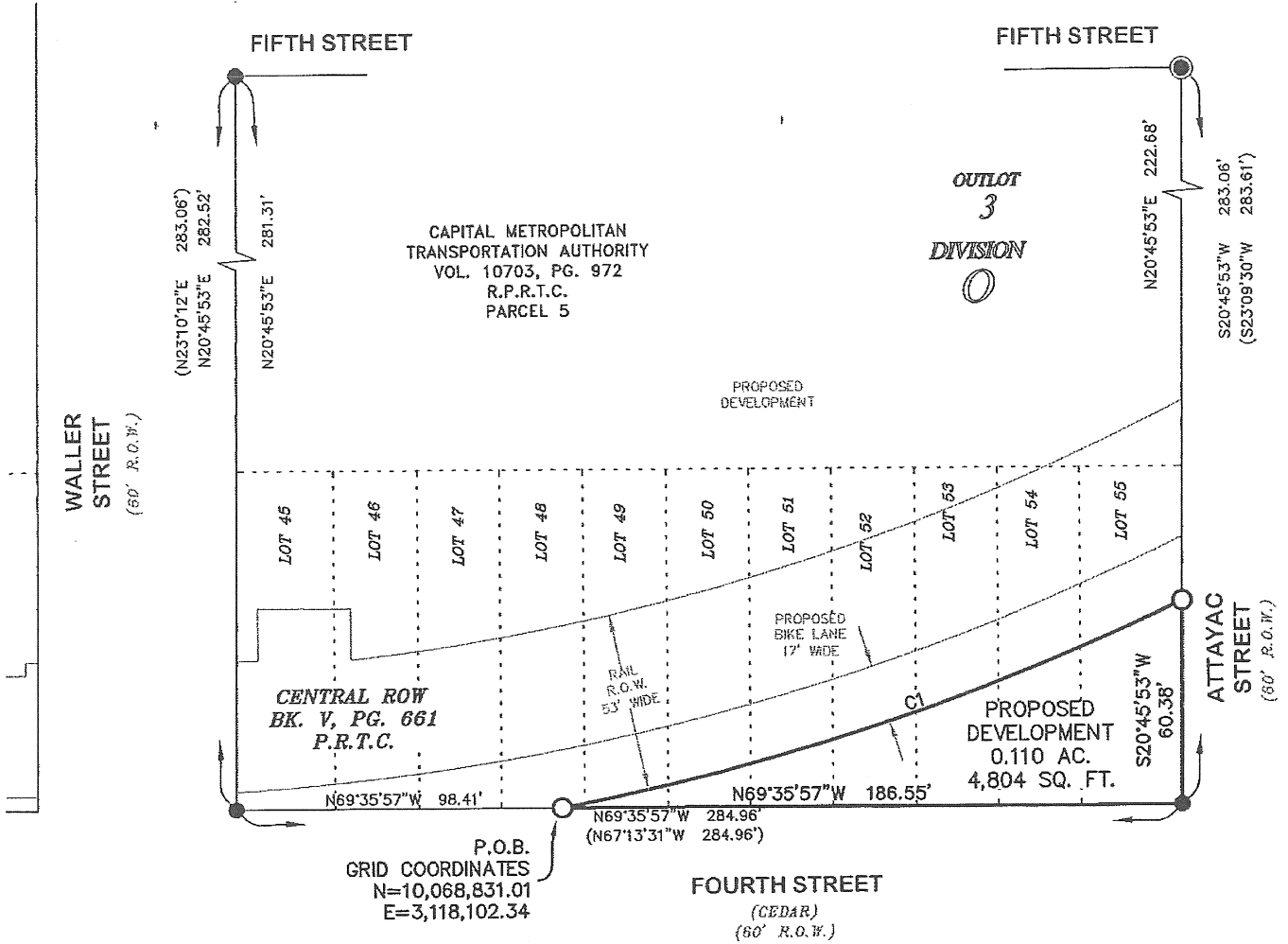
Descriptions 2014/Plaza Saltillo/Parcel 5 Remainder Part 2 0.110 ac Rev 5

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

SKETCH TO ACCOMPANY DESCRIPTION OF 0.110 AC. OR 4,804 SQ. FT.  
OF LAND OUT OF LOTS 48-55, CENTRAL ROW,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	196.98	767.36	14°42'28"	99.03	S87°30'00"E	196.44

PAGE 3 OF 4  
SURVEYED BY:

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

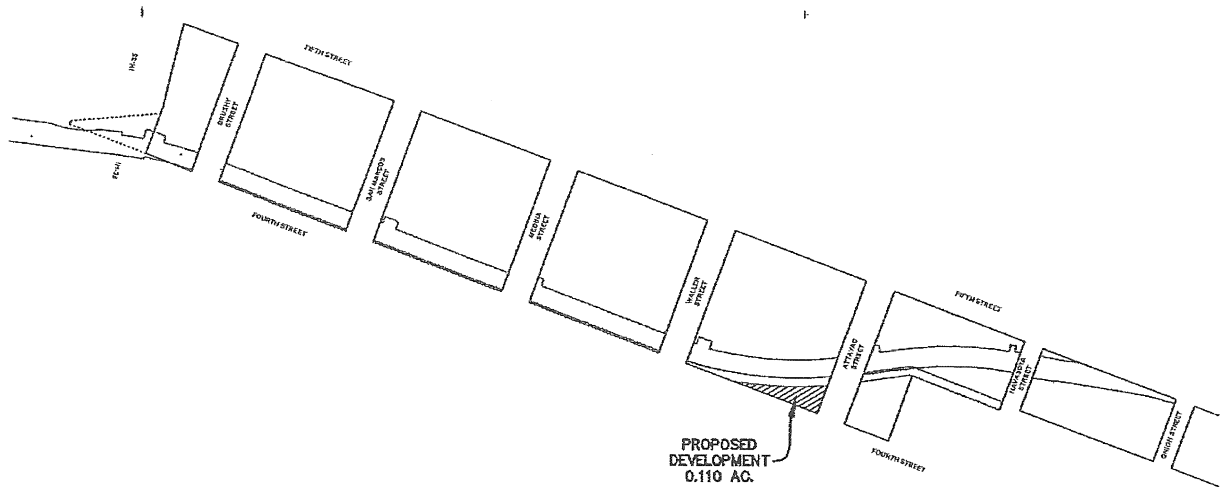
AUSTIN GRID#: J-22

JOB NO.: 15-004



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.110 AC. OR 4,804 SQ. FT. OF LAND OUT OF LOTS 48-55, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



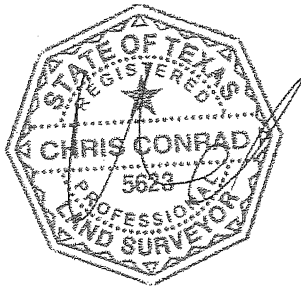
VICINITY MAP  
NOT TO SCALE

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 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 4 OF 4  
SURVEYED BY:

REVISION 6:  
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

## FIELD NOTES FOR 0.250 OF ONE ACRE OF LAND

DESCRIPTION OF 0.250 OF ONE ACRE (10,904 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 56 THROUGH 58, CENTRAL ROW, A SUBDIVISION OF RECORD IN BOOK V, PAGE 611, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME 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 0.250 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found at the southeast corner of this tract and said Lot 58, the southerly southeast corner of said Capital Metropolitan Transportation Authority (CapMetro) tract, and the southwest corner of Lot 3, Block No. 5, 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, same being in the north line of Fourth Street, from which a 1/2" iron rod found with cap at the northeast corner of said CapMetro tract, same being in the west line of Navasota Street and the south line of Fifth Street bears S69°35'57"E 190.58 feet and N20°45'50"E 283.72 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,712.13, E=3,118,421.99;

THENCE, with the south line of this tract, said Lots 58 through 56, and said CapMetro tract and the north line of Fourth Street, N69°35'57"W 94.50 feet to a calculated point at the southwest corner of this tract, said Lot 56, and said CapMetro tract, same being in the east line of Attayac Street;

THENCE, with the west line of this tract, said Lot 56, and said CapMetro tract and the east line of Attayac Street, N20°45'53"E 91.10 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of this tract;

THENCE, with the north line of this tract, crossing said Lot 56 and said CapMetro tract, the following two (2) courses:

1. N82°40'56"E 103.44 feet to a 1/2" iron rod set with a plastic cap; and
2. S69°17'43"E 2.43 feet to a 3/8" iron rod found at the northeast corner of this tract, an interior ell corner in said CapMetro tract, and the northwest corner of said Lot 3;

0.250 AC.

THENCE, with the east line of this tract and said Lot 58, an east line of said CapMetro tract, and the west line of said Lot 3, **S20°25'52"W 139.22 feet** to the POINT OF BEGINNING, and containing 0.250 of one acre, more or less, within these metes and bounds.

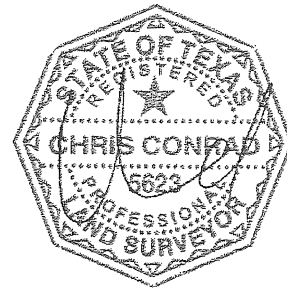
Bearing Basis Note

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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

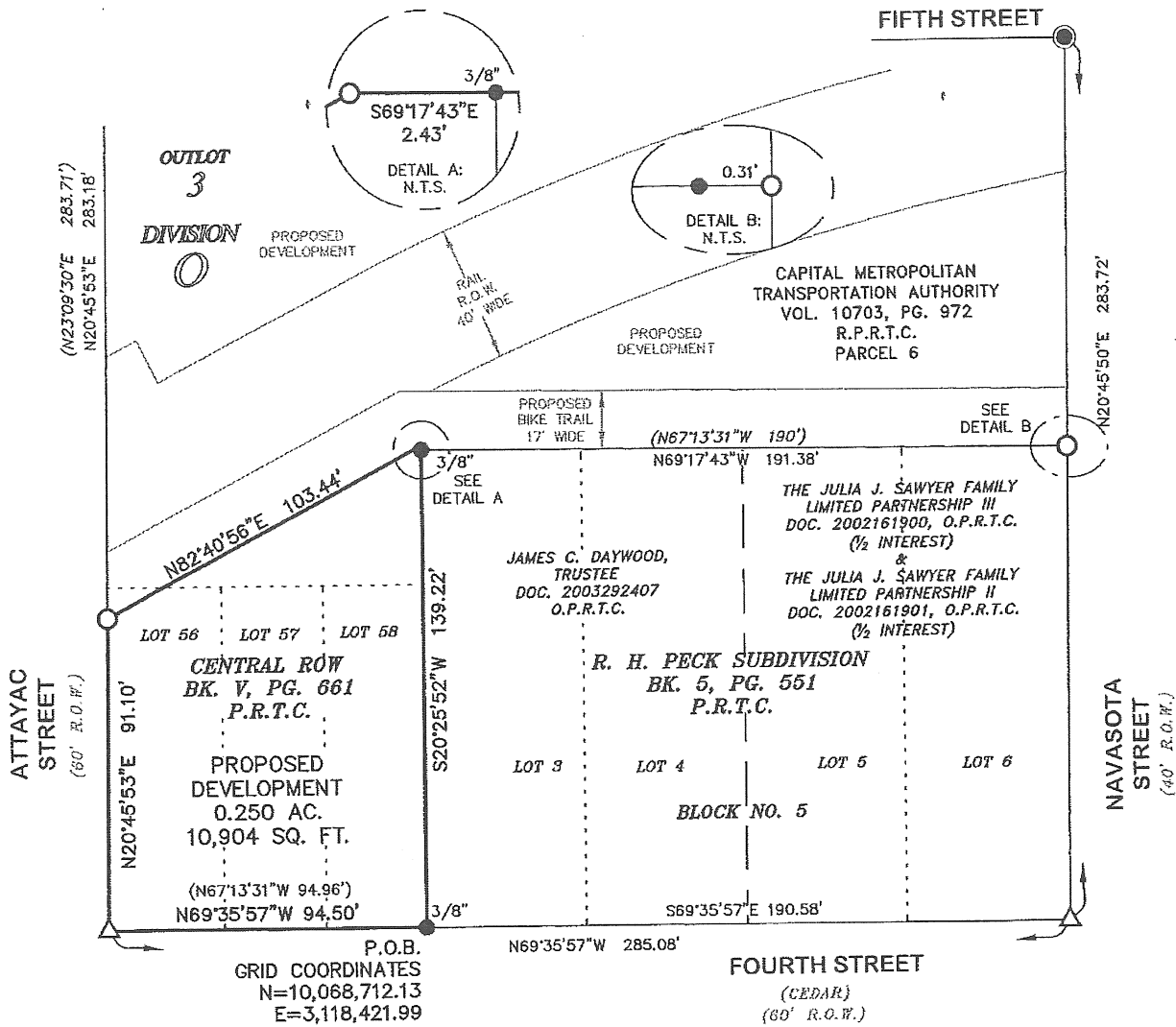
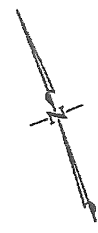
Descriptions 2014/Plaza Saltillo/Parcel 6 Remainder Part 3 0.250 ac Rev 2  
Issued 10/22/14, Revised 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.250 AC. OR 10,904 SQ. FT. OF LAND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AND LOTS 56 THROUGH 58, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



PAGE 3 OF 4  
SURVEYED BY:

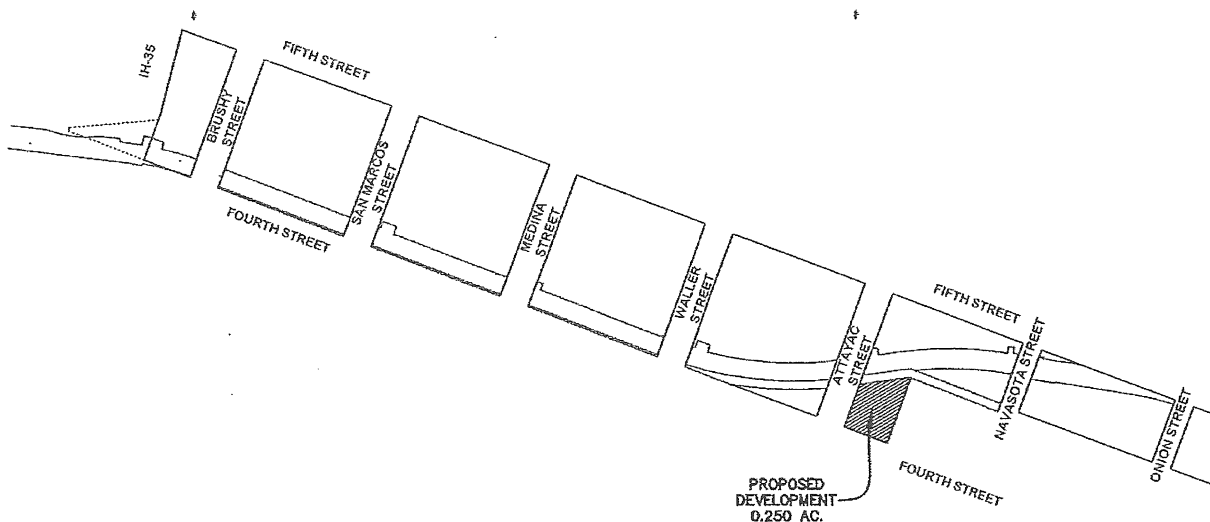
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

AUSTIN GRID# J-22

JOB NO.: 15-003

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.250 AC. OR 10,904 SQ. FT. OF LAND OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS, AND ALL OF LOTS 56 THROUGH 58, CENTRAL ROW, AUSTIN, TRAVIS COUNTY, TEXAS.



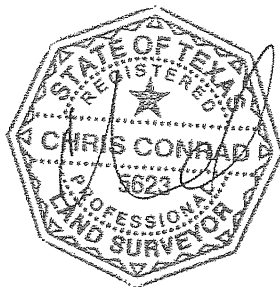
VICINITY MAP  
NOT TO SCALE

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

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PAGE 4 OF 4  
SURVEYED BY:

REVISION 2:  
02/05/2016  
ISSUED: 10/22/14

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

## FIELD NOTES FOR 0.156 OF ONE ACRE OF LAND

DESCRIPTION OF 0.156 OF ONE ACRE (6,814 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, SAME 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 0.156 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 northeast corner of this tract same being in the east line of said Capital Metropolitan Transportation Authority (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 65.75 feet, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,849.50, E=3,118,677.89;

THENCE, with the east line of this tract and said CapMetro tract and the west line of Navasota Street, S20°45'50"W 62.76 feet to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract;

THENCE, with the south line of this tract, crossing said CapMetro tract, N69°17'43"W 188.72 feet to a 1/2" iron rod set with a plastic cap at the west line of this tract;

THENCE, with the north line of this tract, crossing said CapMetro tract, the following three (3) courses, numbered 1 through 3;

- 1) N83°15'30"E 2.30 feet to a 1/2" iron rod set with a plastic cap;
- 2) with a curve to the right, 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 S89°11'54"E 153.81 feet to a 1/2" iron rod set with a plastic cap; and
- 3) S81°47'43"E 43.14 feet to the POINT OF BEGINNING, and containing 0.156 of one acre, more or less, within these metes and bounds.

0.156 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".

02/05/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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 Remainder Part 2 0.156 ac Rev 5

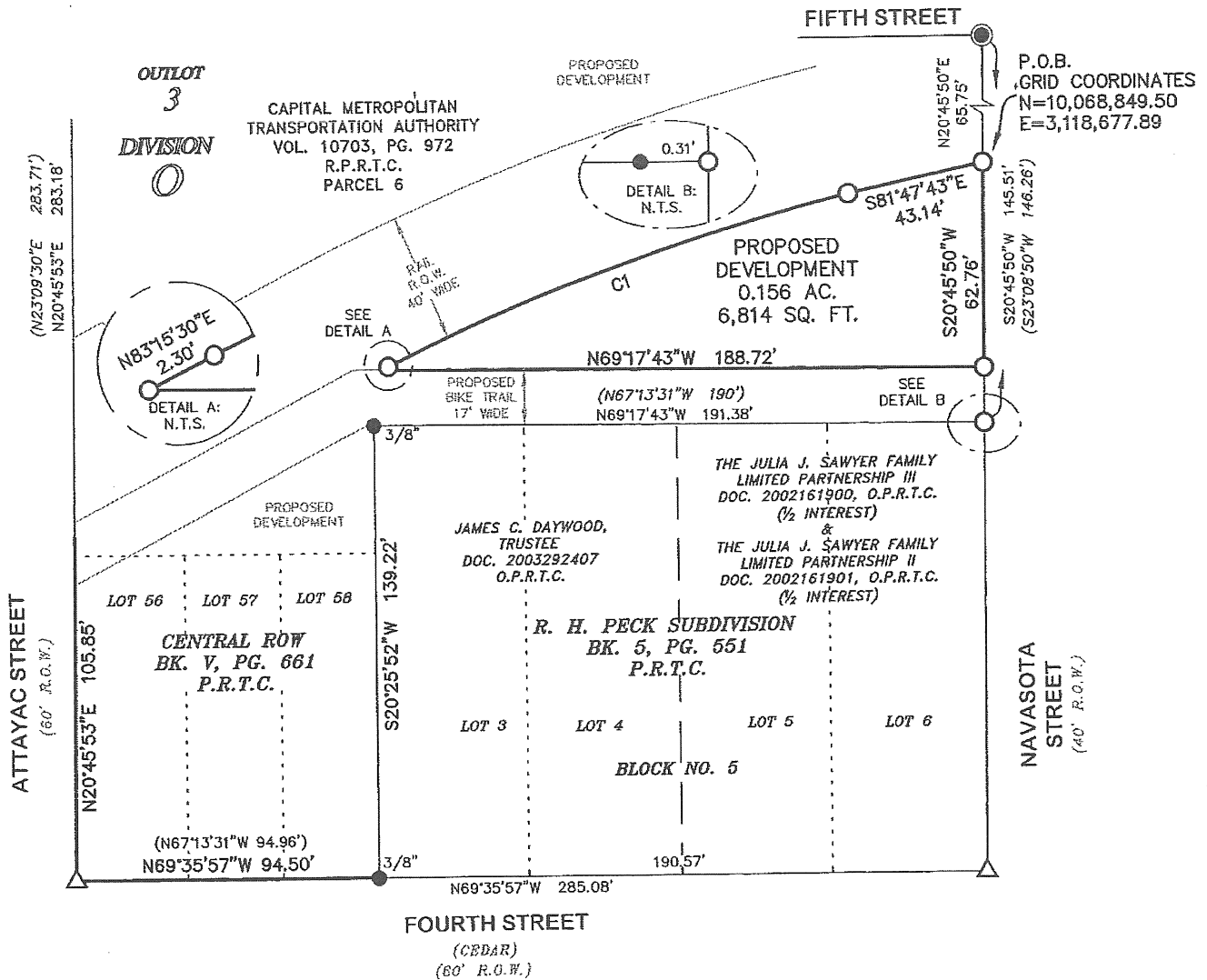
Issued 5/19/14, Revised 6/6/14, 10/2/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.156 AC. OR 6,814 SQ. FT. OF LAND  
OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	154.11	709.81	12°26'24"	77.36	S89°11'54"E	153.81

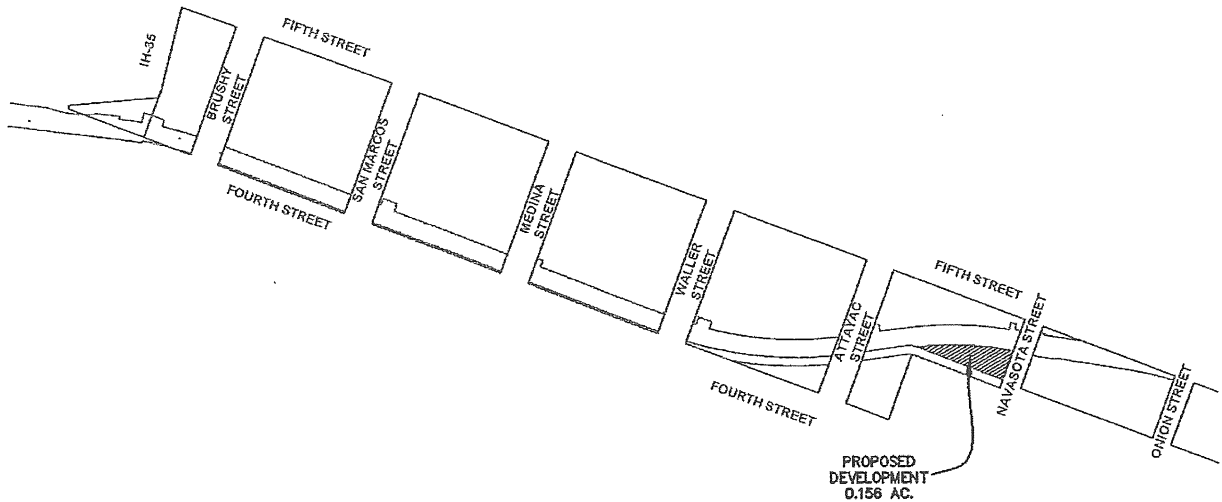
PAGE 3 OF 4  
SURVEYED BY:

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



CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.156 AC. OR 6,814 SQ. FT. OF LAND  
OUT OF OUTLOT 3, DIVISION "O", OF THE GOVERNMENT OUTLOTS,  
AUSTIN, TRAVIS COUNTY, TEXAS.



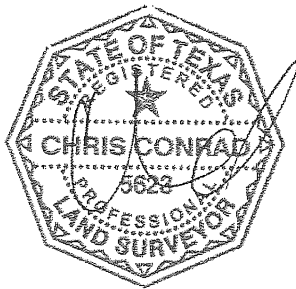
VICINITY MAP  
NOT TO SCALE

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: REVISION 6:  
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

## FIELD NOTES FOR 0.016 OF ONE ACRE OF LAND

DESCRIPTION OF 0.016 OF ONE ACRE (693 SQUARE FEET) OF LAND OUT OF LOTS 11 AND 12, BLOCK NO. 1, R.H. PECK SUBDIVISION, OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOTS 11 AND 12 BEING DESCRIBED AS A PORTION OF PARCEL 7 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.016 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) tract, same being in the south line of Fifth Street, and the east line of Navasota Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS), grid value of N=10,068,897.11 E=3,118.738.72;

THENCE, with the north line of this tract, said Lots 12 and 11, and said CapMetro tract and the south line of Fifth Street, **S69°42'29"E 84.66 feet** to a 1/2" iron rod set with a plastic cap at the northeast corner of this tract, from which a 1/2" iron rod found with cap at the northeast corner of said Lot 7 and said CapMetro tract, same being in the west line of Onion Street bears **S69°42'29"E 203.02 feet**;

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

1. **N80°59'53W 77.80 feet** to a 1/2" iron rod set with a plastic cap;
2. **N21°21'13"E 2.73 feet** to a 1/2" iron rod set with a plastic cap; and
3. **N80°59'53"W 8.70 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 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 117.89 feet**;

0.016 AC.

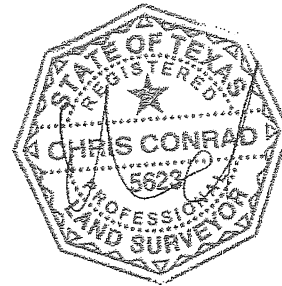
THENCE, with the west line of this tract, said Lot 12, and said CapMetro tract and the east line of Navasota Street, N20°45'50"E 14.20 feet to the POINT OF BEGINNING and containing 0.016 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

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 Remainder Part 2 0.016 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 0.016 AC. OR 693 SQ. FT.  
OF LAND OUT OF LOTS 11 AND 12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.



SCALE 1" = 50'

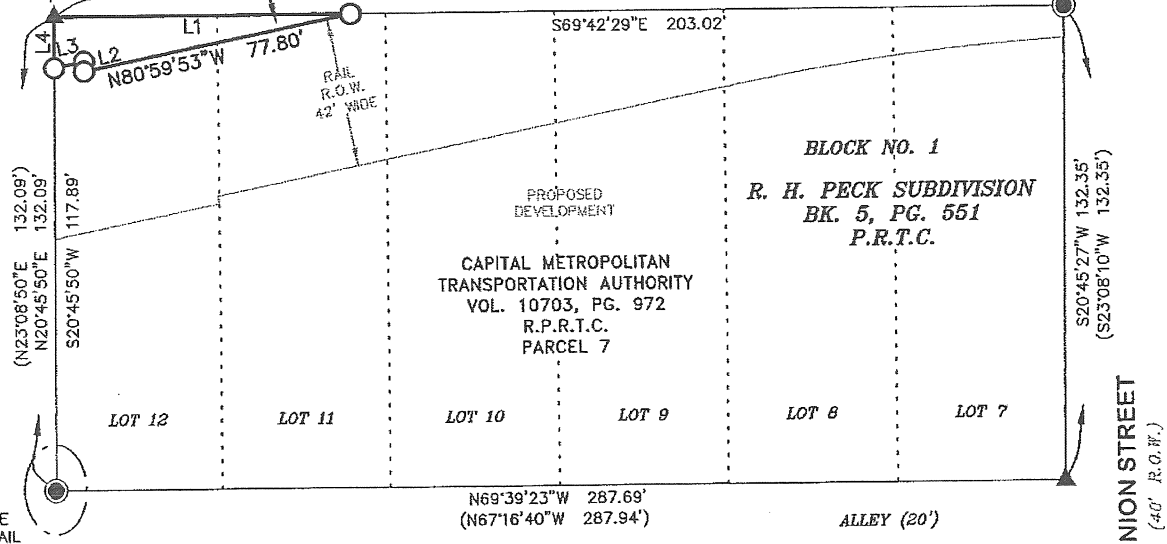
LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°42'29"E	84.66
L2	N21°21'13"E	2.73
L3	N80°59'53"W	8.70
L4	N20°45'50"E	14.20

P.O.B.  
GRID COORDINATES  
N=10,068,897.11  
E=3,118,738.72

PROPOSED  
DEVELOPMENT  
0.016 AC.  
693 SQ. FT.

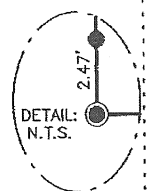
FIFTH STREET  
(PINE STREET)  
(80' R.O.W.)

(S67°19'45"E 287.92')  
(S69°42'29"E 287.68')



SEE  
DETAIL

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



ROBERT C. BEALL AND WIFE, BETH A. BEALL  
DOC. 1999026488, O.P.R.T.C.

BLOCK NO. 1

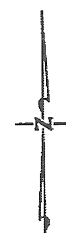
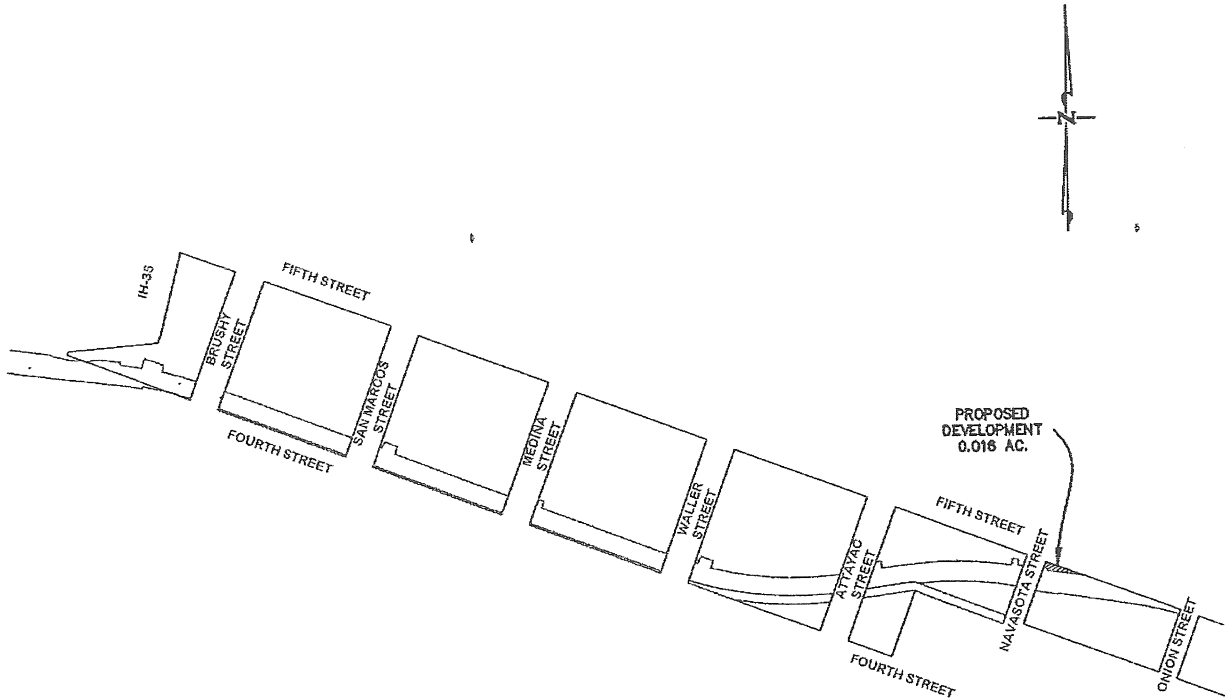
LOT 1      LOT 2      LOT 3      LOT 4      LOT 5      LOT 6

PAGE 3 OF 4  
SURVEYED BY:

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

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.016 AC. OR 693 SQ. FT.  
OF LAND OUT OF LOTS 11 AND 12, R.H. PECK SUBDIVISION,  
AUSTIN, TRAVIS COUNTY, TEXAS.



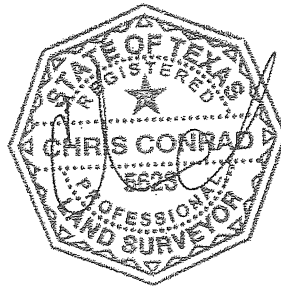
VICINITY MAP  
NOT TO SCALE

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 "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.



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

AUSTIN GRID# J-22

JOB NO.: 15-004

## FIELD NOTES FOR 0.661 OF ONE ACRE OF LAND

DESCRIPTION OF 0.661 OF ONE ACRE (28,805 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 0.661 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 7, and said Capital Metropolitan Transportation Authority (CapMetro) tract, same being in the north line of a 20 foot alley and the west line Onion Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS), grid value of N=10,068,673.58 E=3,118.961.64

THENCE, with the south line of this tract, said Lots 7 through 12, and said CapMetro tract and the north line of a 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 tract, same being in the east line of Navasota Street;

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, passing at 2.47 feet a 1/2" iron rod found, continuing 57.75 feet for a total distance of 70.22 feet to a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, from which a mag nail found at the northwest corner of said Lot 12 and said CapMetro tract, same being in the south line of Fifth Street and the east line of Navasota Street bears N20°45'50"E 61.87 feet;

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

1. S80°59'53"E 48.11 feet to a 1/2" iron rod set with a plastic cap;
2. N09°00'07"E 2.00 feet to a 1/2" iron rod set with a plastic cap;
3. S80°59'53"E 154.12 feet to a 1/2" iron rod set with a plastic cap; and
4. with a curve to the right whose intersection angle is 08°13'00", a radius of 634.47 feet, an arc distance of 90.99 feet, the chord of which bears S76°53'23"E 90.91 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 7 and said CapMetro tract and the west line of Onion Street, from which a 1/2" iron rod found with cap at the northeast corner of said Lot 7 and said CapMetro tract, same being in the south line of Fifth Street bears N20°45'27"E 8.95 feet;

0.661 AC.

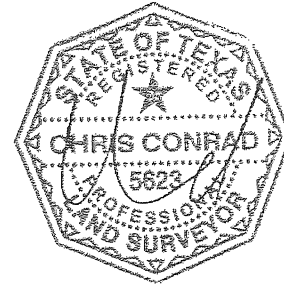
THENCE, with the east line of this tract, said Lot 7, and said CapMetro tract and the west line of Onion Street,  $S20^{\circ}45'27''W$  123.40 feet to the POINT OF BEGINNING and containing 0.661 of one acre, more or less, within these metes and bounds.

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

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

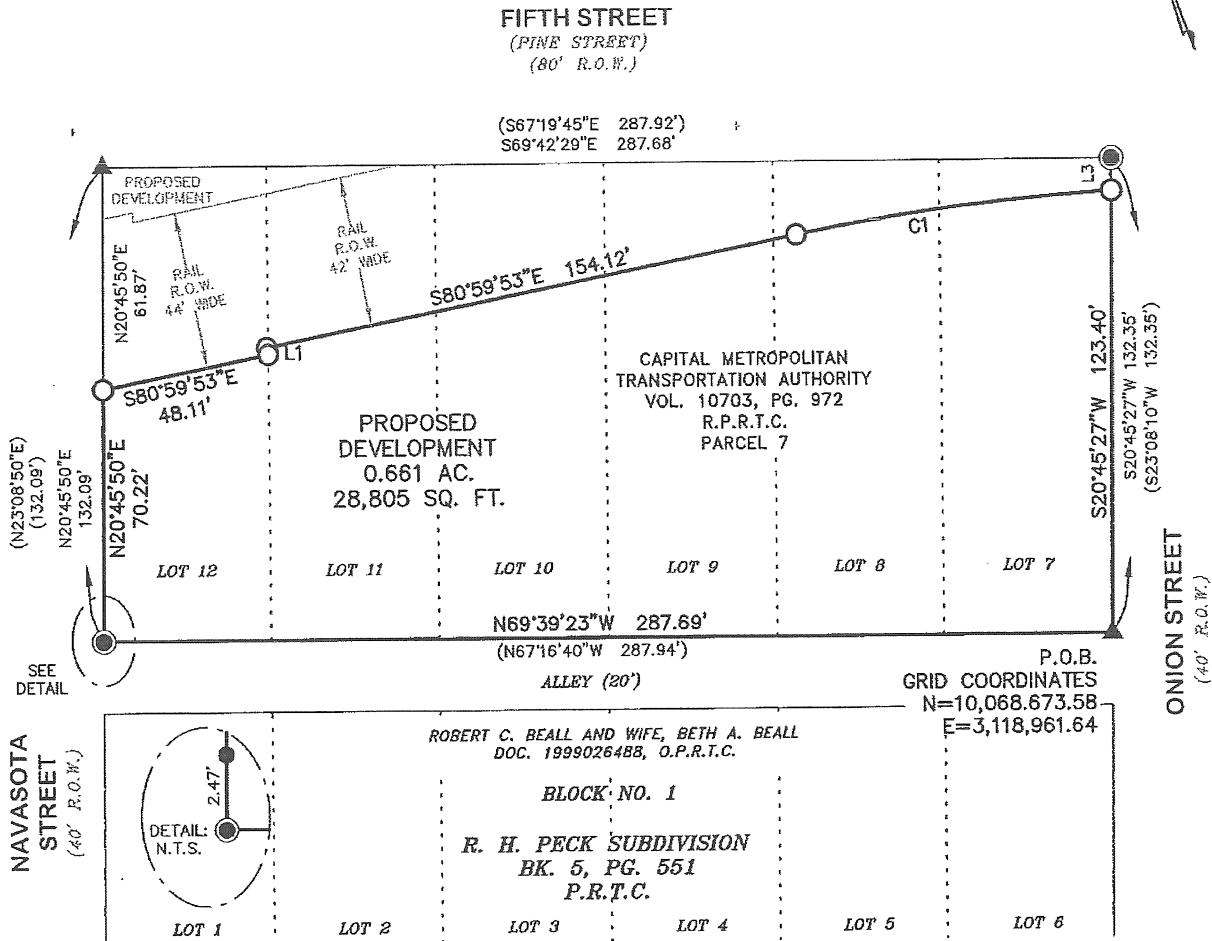
Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description  
Descriptions 2014/Plaza Saltillo/Parcel 7 Remainder Part 1 0.661 ac Rev 4  
Issued 5/19/14, Revised 6/6/14, 10/20/14, 10/22/14, 02/06/15, 02/05/16

AUSTIN GRID J-22

CMTA

SKETCH TO ACCOMPANY DESCRIPTION OF 0.661 AC. OR 28,805 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	S76°53'23"E	90.91

LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°00'07"E	2.00
L2	N20°45'27"E	8.95

PAGE 3 OF 4  
SURVEYED BY:

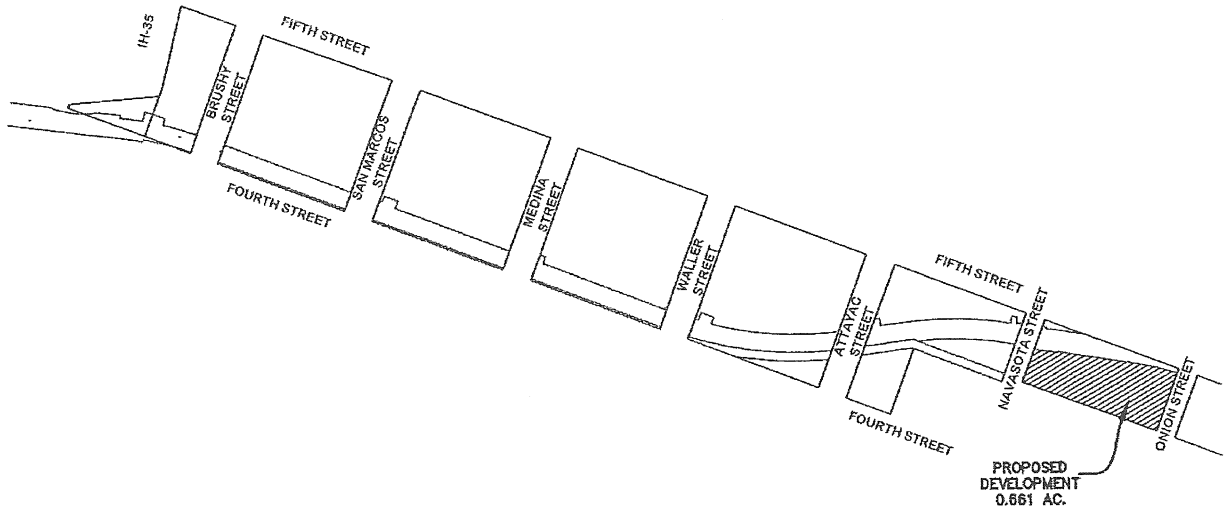
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
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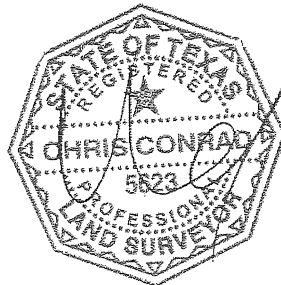
VICINITY MAP  
NOT TO SCALE

NOTES:

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LEGEND

- 1/2" IRON ROD FOUND WITH CAP
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- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
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02/05/16

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

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

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 AUSTIN, TEXAS 78731  
 (512) 451-8591

AUSTIN GRID#: J-22

JOB NO.: 15-004

**EXHIBIT J**

Memorandum of Lease

[Attached]

## EXHIBIT J

### Memorandum of Lease

This MEMORANDUM OF GROUND LEASE (“**Memorandum**”) is made and entered into as of the 24<sup>th</sup> day of May, 2017, by and between CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas (“**Landlord**”), and PLAZA SALTILLO TOD, LP, a Delaware limited partnership (“**Tenant**”).

### RECITALS:

A. Landlord and Tenant are parties to the Ground Lease (“**Lease**”) dated effective as of May 24, 2017 (“**Commencement Date**”).

B. Landlord and Tenant desire to execute this Memorandum for purposes of recording and giving notice of the existence of the Lease.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained in the Lease, Landlord and Tenant hereby agree as follows:

1. Lease of Property. Upon the terms and conditions stated in the Lease, Landlord has leased to Tenant certain real property (“**Property**”) in the City of Austin, Travis County, Texas, as more particularly described on the attached Exhibit A, which is incorporated into this Memorandum by reference for all purposes.

2. Term. The Lease provides that the term of the Lease consists of the “**Term**,” which Term shall commence on the Commencement Date and continue for a period of ninety-nine (99) years after the Rent Commencement Date, unless sooner terminated as provided in the Lease.

3. Affordable Housing. The Lease contains certain Affordable Housing Requirements with which Tenant must comply.

4. Prohibited Uses. The Lease provides that in no event shall Tenant use the Property for any of the Prohibited Uses listed on Exhibit B attached to this Memorandum unless consented to in writing by Landlord.

5. Filing and Notice. This Memorandum is executed and recorded solely for the purpose of giving notice of the existence of the Lease to third parties and of certain terms set forth in the Lease.

6. Incorporation. All of the terms, conditions, provisions, and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein. Nothing contained in this Memorandum shall be deemed or construed to amend, modify, change, alter, amplify, interrupt or supersede any of the terms or provisions of the Lease.

7. Release. Following the expiration (or earlier termination) of the Lease, Tenant and Landlord agree to promptly execute an instrument in recordable form terminating, releasing and discharging this Memorandum, which may include a partial termination of this Memorandum if the Lease is terminated with respect to less than all of the Property.

8. Conflicts and Defined Terms. In the event of any conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall prevail and control. Any capitalized terms not defined herein shall have the definitions ascribed to such terms in the Lease.

Landlord and Tenant have executed this Memorandum as of the day and year first above written.

*[Signatures on Following Page]*

**LANDLORD:**

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

By: \_\_\_\_\_  
Linda Watson, President/CEO

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2017, by Linda Watson, President/CEO of CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas, on behalf of said entity.

[S E A L]

\_\_\_\_\_  
Notary Public in and for the State of Texas

TENANT:

PLAZA SALTILLO TOD, LP, a Delaware limited partnership

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

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_, \_\_\_\_\_ of PLAZA SALTILLO TOD, LP, a Delaware limited partnership, on behalf of said limited partnership.

[S E A L]

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**

**to**

**EXHIBIT J**

Land

[Attached]

## EXHIBIT B

to

## EXHIBIT J

### Prohibited Uses

(a) Any use which constitutes a public or private nuisance or which permits or generates a noxious (as opposed to the normal and customary Class A retail, Class A office or Class A for-rent residential in a mixed-use community) odor, noise, sound, litter, dust, or dirt which can be heard, smelled or readily seen outside of the improvements on the Property.

(b) Any use which produces or is accompanied by any unusual fire, explosive, or other damaging or dangerous hazards (including the storage or sale of explosives or fireworks).

(c) A flea market or pawn shop.

(d) Repair or service center (except that service centers or service uses which are incidental to a store selling goods and/or services is not prohibited hereunder).

(e) Any fire sale, bankruptcy sale or auction house operation.

(f) Any massage parlor (except that this prohibition will not prohibit day spas or health clubs or spas including those associated with a hotel use).

(g) Any mortuary, funeral home, or crematorium.

(h) Any gambling facility or operation, including, but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall.

(i) Any assembling, manufacturing, fabricating, refining, smelting, agricultural or mining operation.

(j) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live nude or partially clothed dancers or wait staff or similar establishments.

(k) Any dry cleaning plant, provided this will not prohibit a dry cleaning drop off and pick up use.

(l) Any correctional or detention facilities.

(m) Any sale or provision of janitorial supplies or services (other than normal janitorial services being provided to the Property).

(n) Any plant nursery which grows flowers or plants in bulk on the premises.



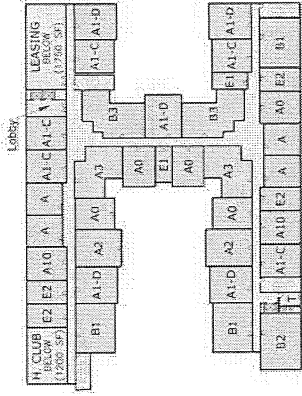
- (o) Any heavy equipment sales.
- (p) Any workers compensation offices.
- (q) Any collection agencies.
- (r) Any laundromats.

**EXHIBIT K**

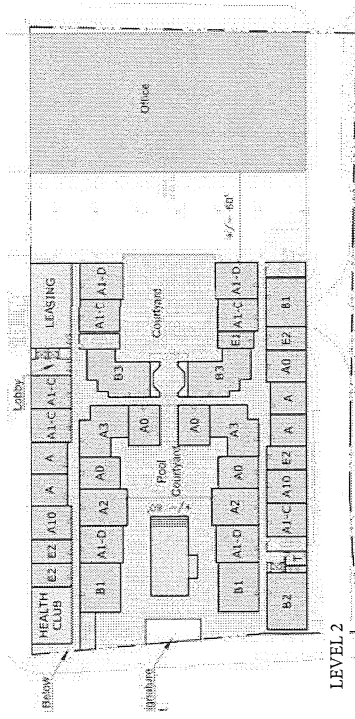
Conceptual Plan

[Attached]

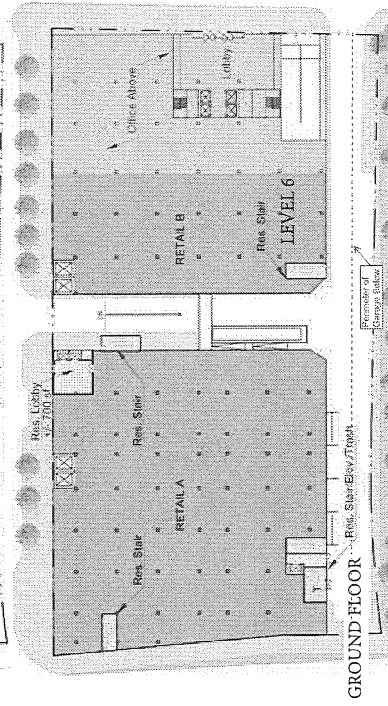
<b>PROJECT DATA</b> <b>BLOCK 1</b>	
Retail /Office / MF:	TBD
Required Spaces (MF):	180 SP
Provided Spaces (MF):	632 SP
Difference:	452SP



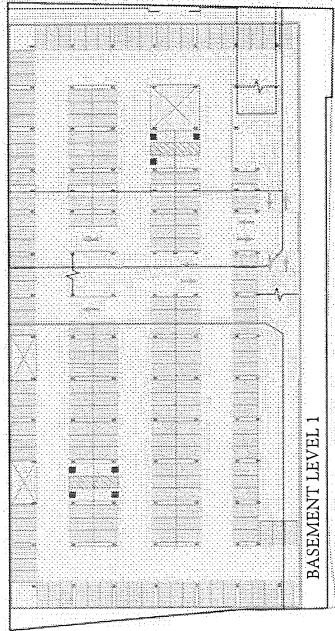
LEVEL 3



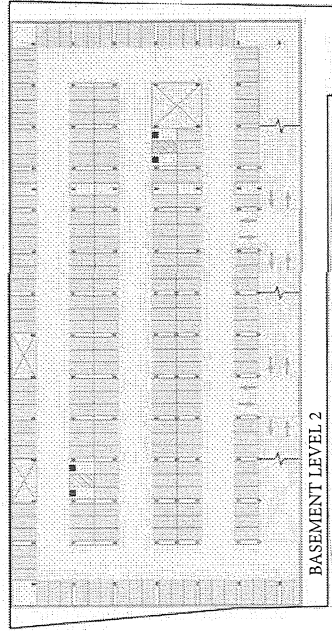
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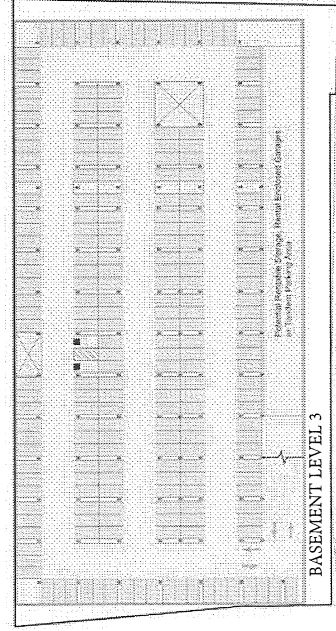
GROUND FLOOR



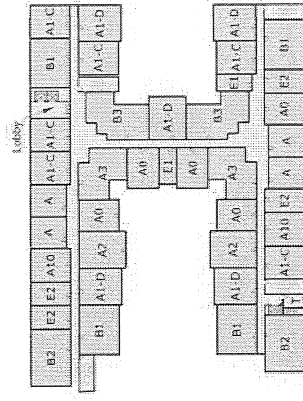
BASEMENT LEVEL 1



BASEMENT LEVEL 2

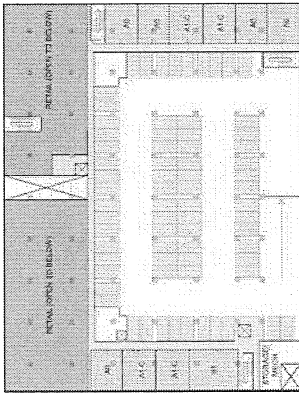


BASEMENT LEVEL 3

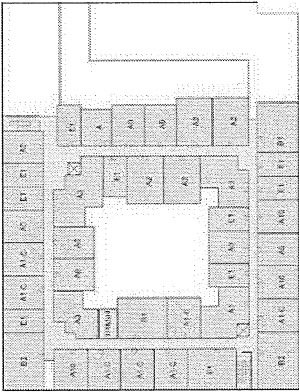


LEVELS 4 & 5

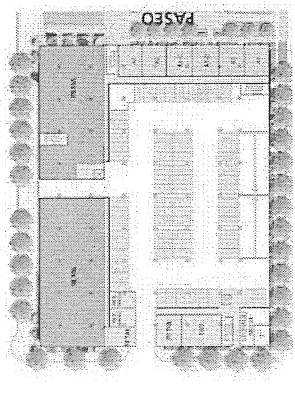




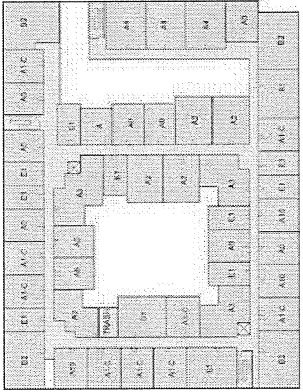
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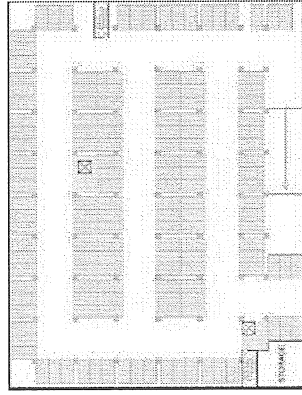
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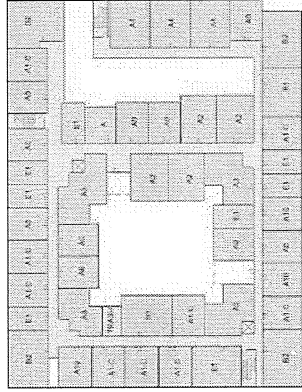
GROUND LEVEL



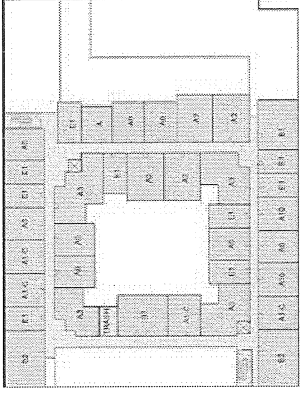
LEVEL 4



BASEMENT LEVEL 1



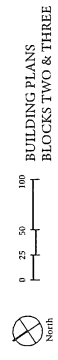
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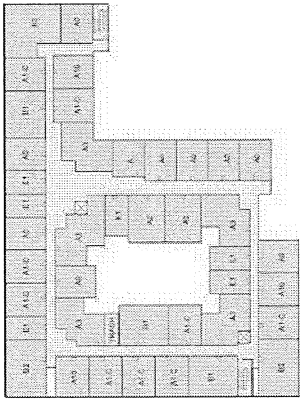
LEVEL 6

PROJECT DATA BLOCK 2	
Retail:	14,800 sf
Parking:	
Required Spaces (MP):	216 sp
Provided Spaces (MP):	282 sp
Difference:	66 sp

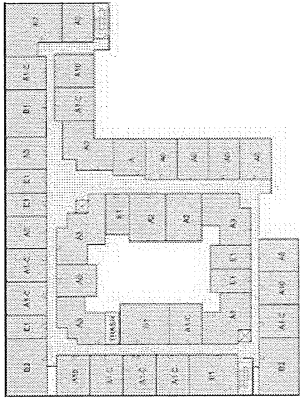
PROJECT DATA BLOCK 3	
Retail:	14,800 sf
Parking:	
Required Spaces (MP):	216 sp
Provided Spaces (MP):	282 sp
Difference:	66 sp



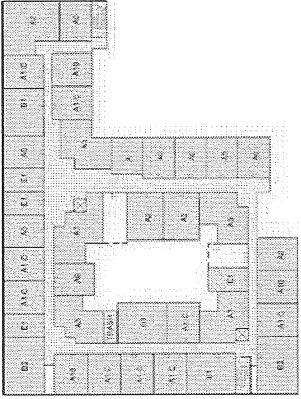
<b>PROJECT DATA</b> <b>BLOCK 4</b>	
Retail:	15,000 sf
Parking:	
Required Spaces (MF):	182 sp
Provided Spaces (MF):	199 sp
Difference:	17 sp



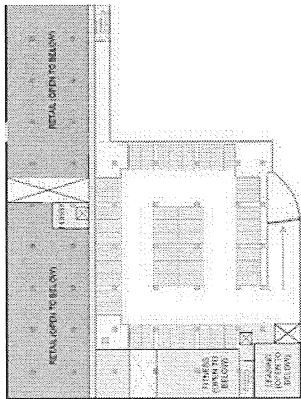
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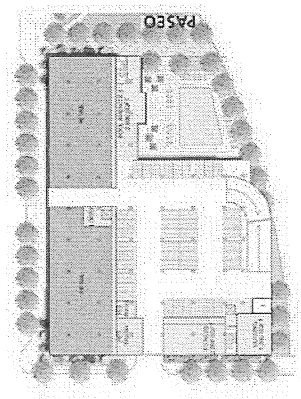
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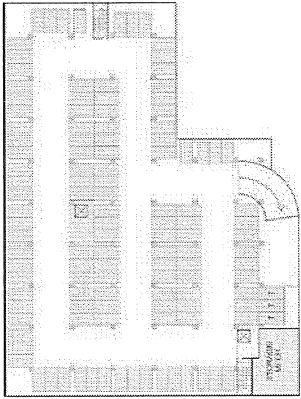
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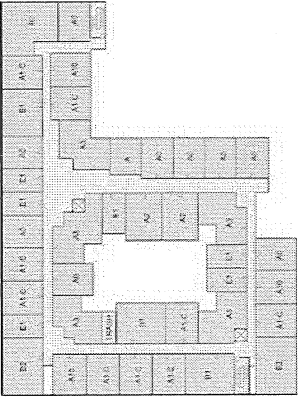
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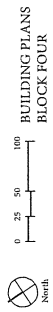
GROUND LEVEL

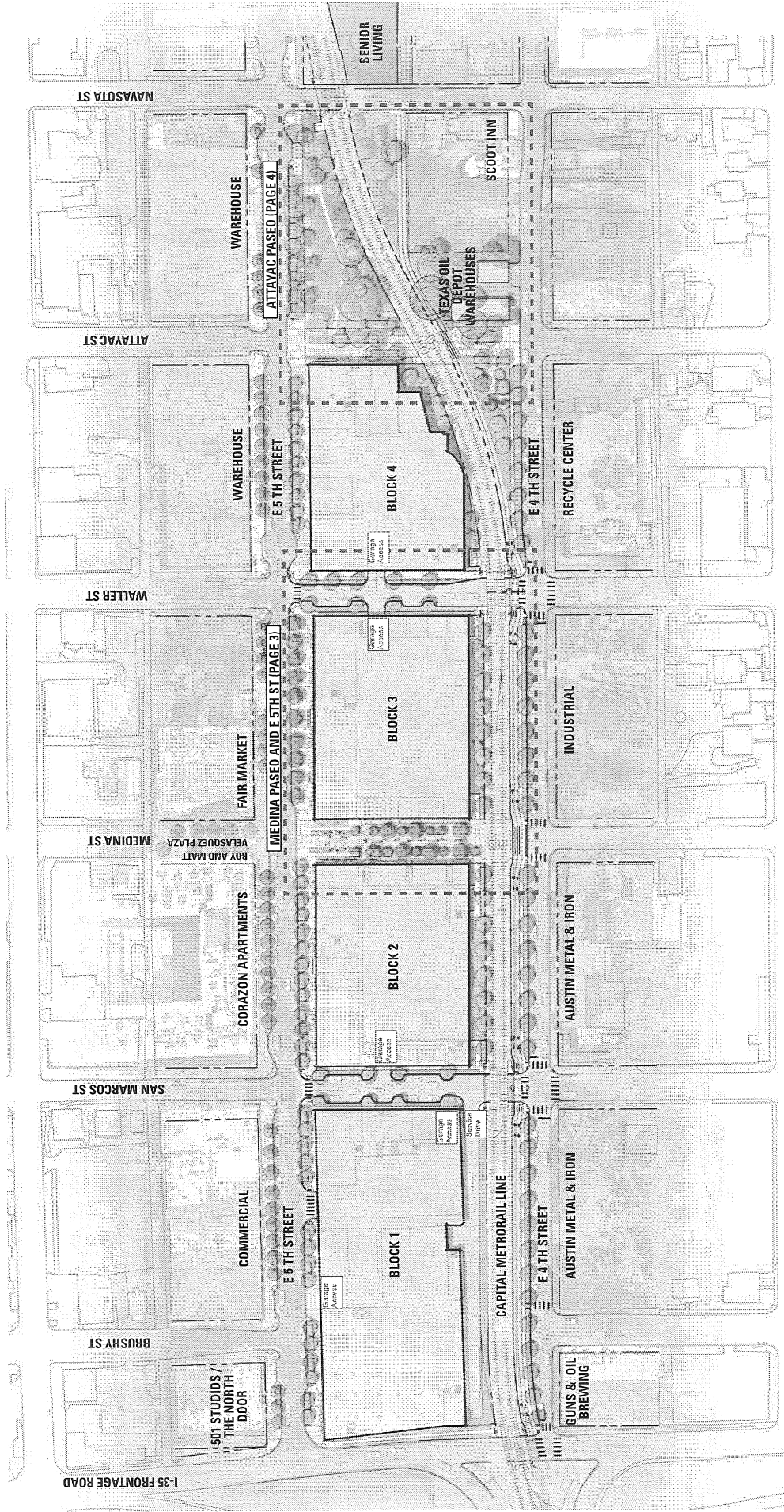


BASEMENT LEVEL 1



LEVEL 6

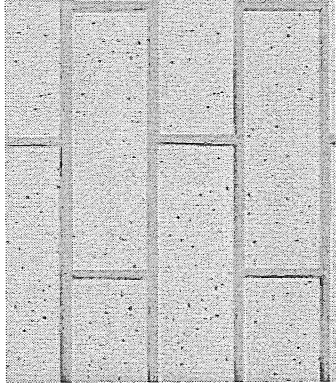
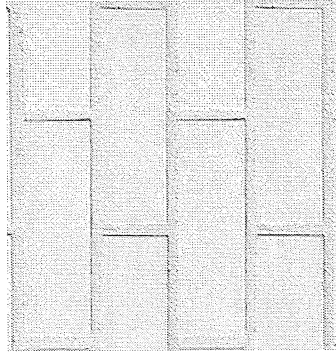




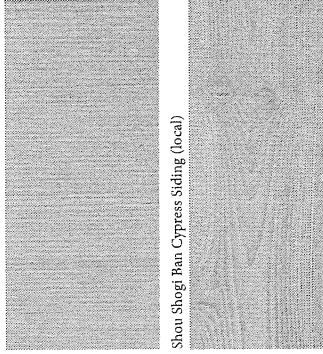
# OVERALL SITE PLAN

Plaza Saltillo

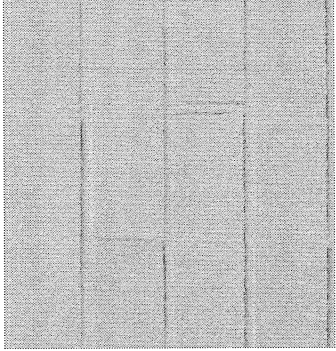
Brick, various colors



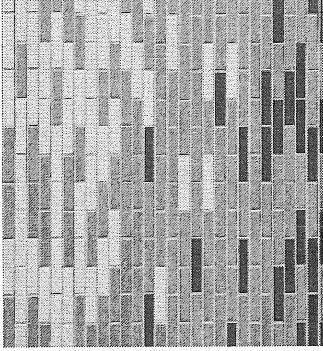
Western Red Cedar Siding



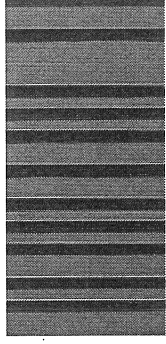
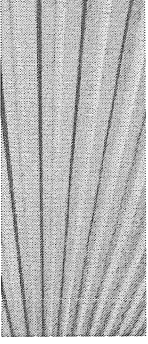
Shou Shugi Ban Cypress Siding (local)



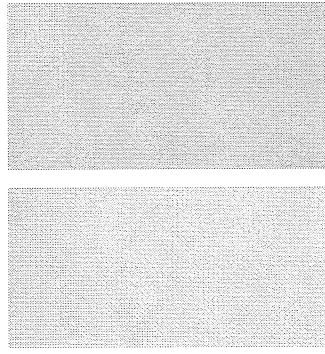
Glazed brick, various colors (local)



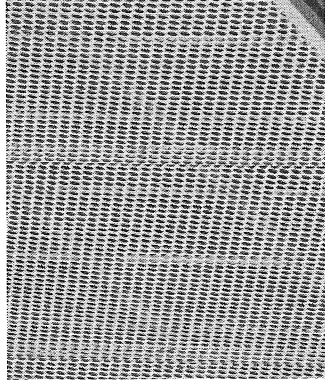
Prefinished standing seam & corrugated metal panels



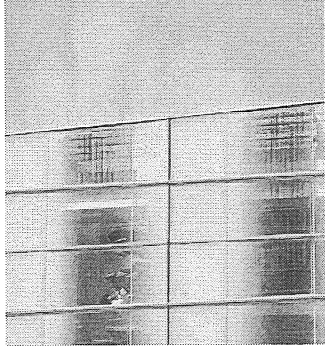
Integral color stucco, smooth finish



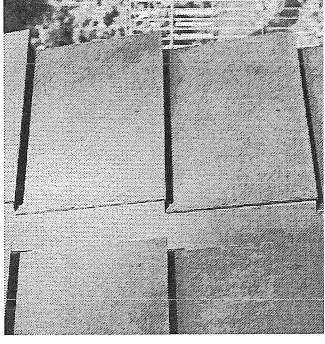
Perforated metal balcony railings

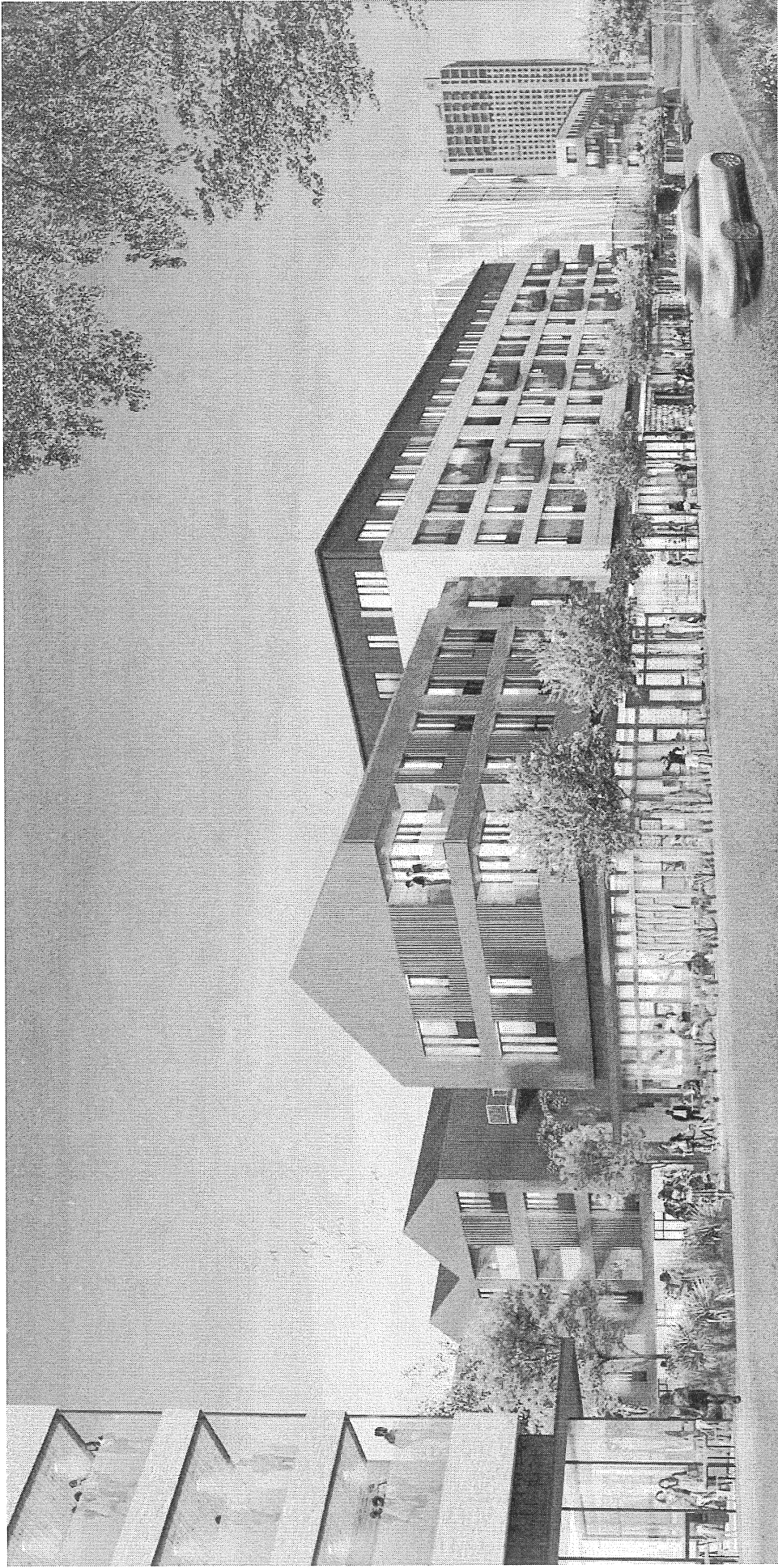


Glass frit pattern



Cementitious siding panels





View of 5th Street elevation - looking West

### Building form

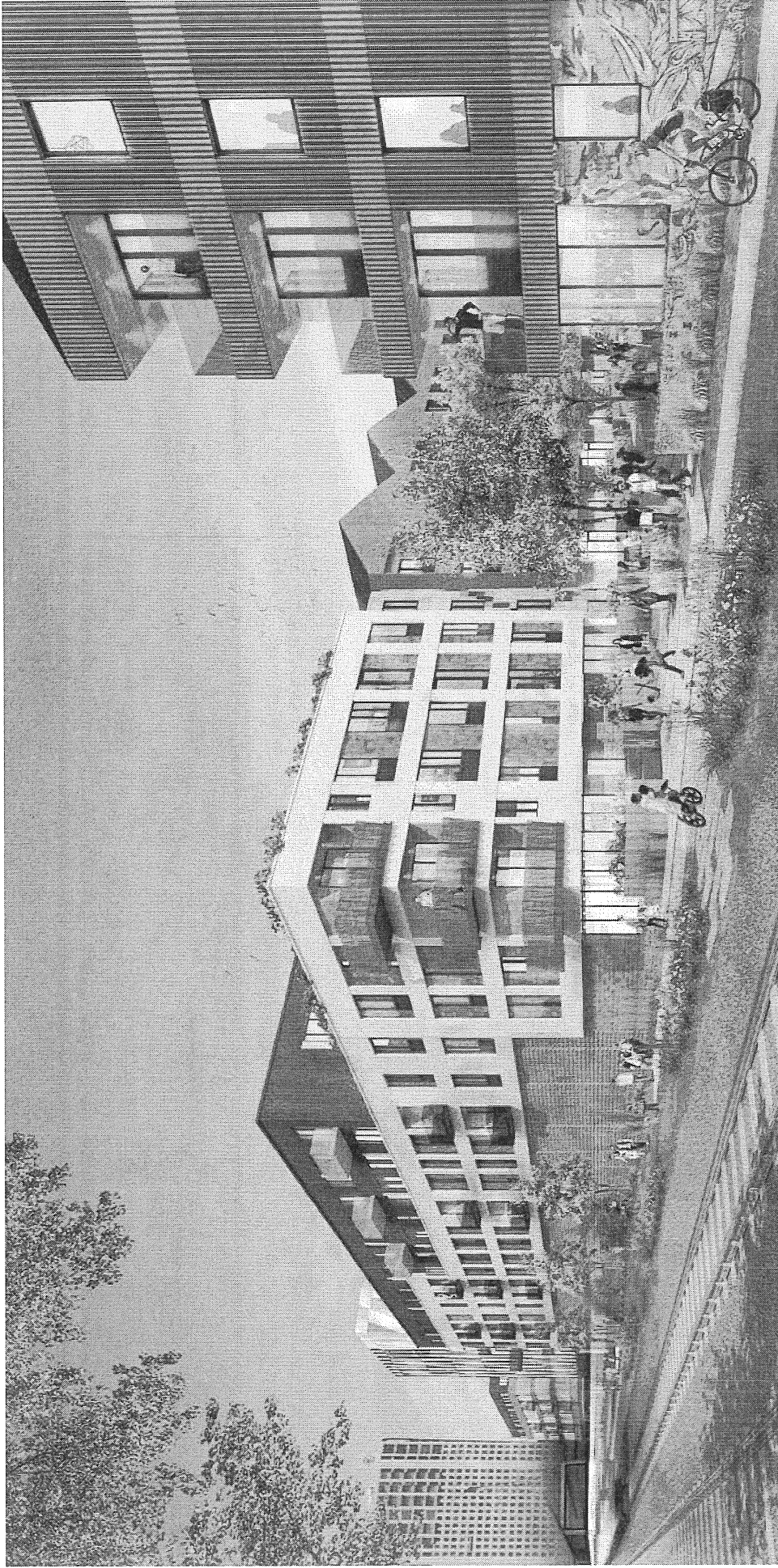
Starting with industrial forms rooted in the history of the site, the massing of the buildings are then broken down with contrasting brick and corrugated metal to create a rich variety.

### Activating the Streetscape

Unique storefronts for each tenant reinforce the diversity of businesses and enliven the streetscape, giving the tenants an opportunity to collaborate in the overall building design.

Plaza Saltillo





View of 4th Street Elevation - Looking West

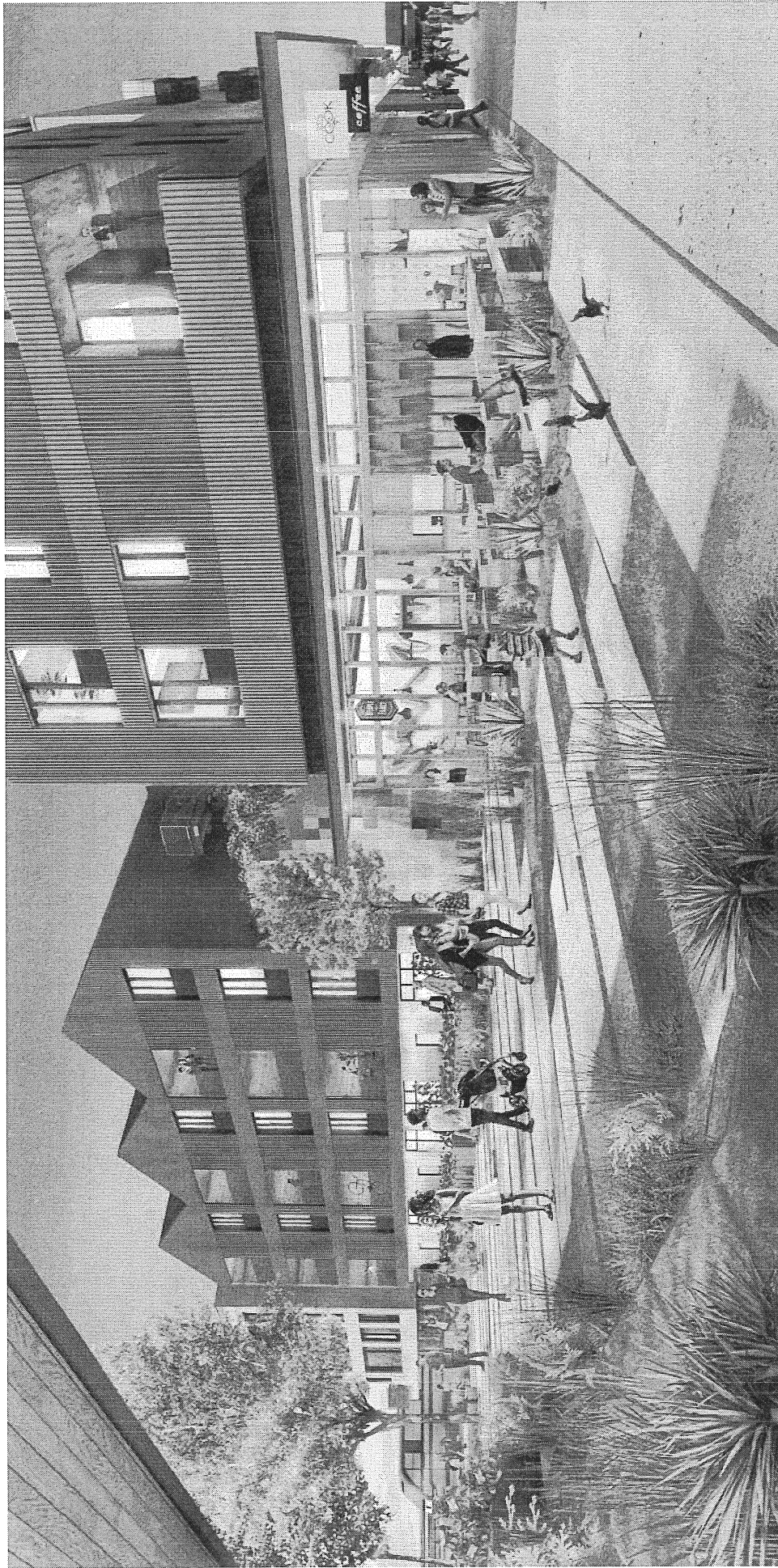
**Reconnecting East & West**

Height, building materials and massing step as the development transitions from the tall buildings of Downtown Austin to the residential scale of East Austin.

**Designing all sides**

Facing Fourth street and the Capital Metro rail line, the building design ties in with the more active Fifth street, avoiding a cold, soulless "back" side and remains inviting to neighbors and passers-by.

Plaza Saltrillo



View of Paseo - Looking Southwest

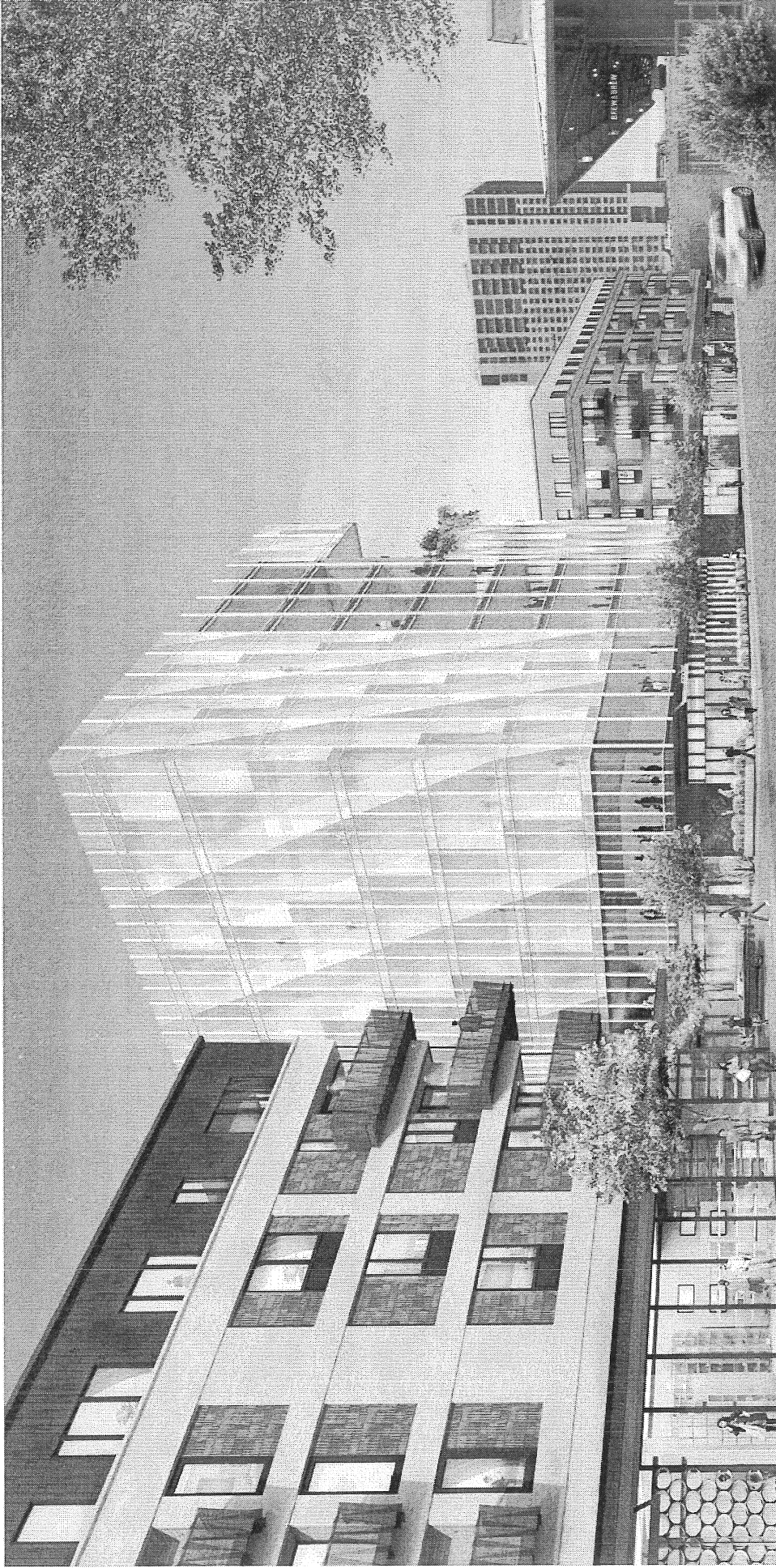
**Paseo as a pocket park**

The paseos will welcome residents and neighbors to inhabit the public space between buildings. Programming will be kept minimal to support activity but allow for gradual adaptation of the space to best meet the needs of the community.

**Reconnecting North & South**

Walk up porches for residents to action along the Paseos, while corner cafes invite the public to turn off of the East-West boulevards and enjoy the slower pace of the Paseos.

Plaza Saltillo

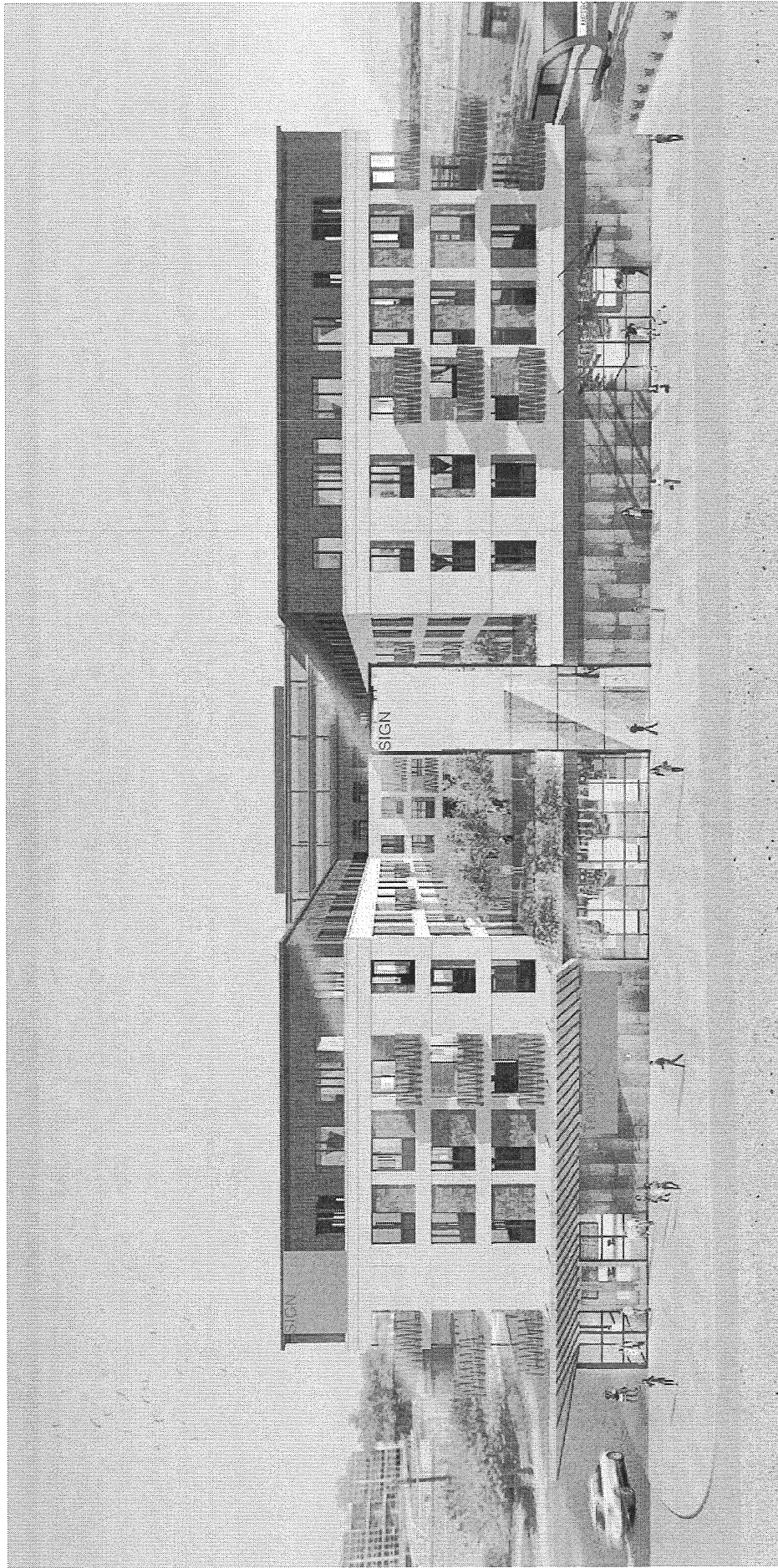


View of 5th Street Office elevation - Looking West

**Building Design**  
Ground floor retail and vibrant glass patterns tie the new office building to the rest of the development, while verdant patios open up to downtown views.

Plaza Saltrillo





Client

4910 Burnet Road  
Austin, Texas 78756  
(512) 706.4303

City

Plaza Schillo

Location

Austin, Texas

Date

07 October 2015

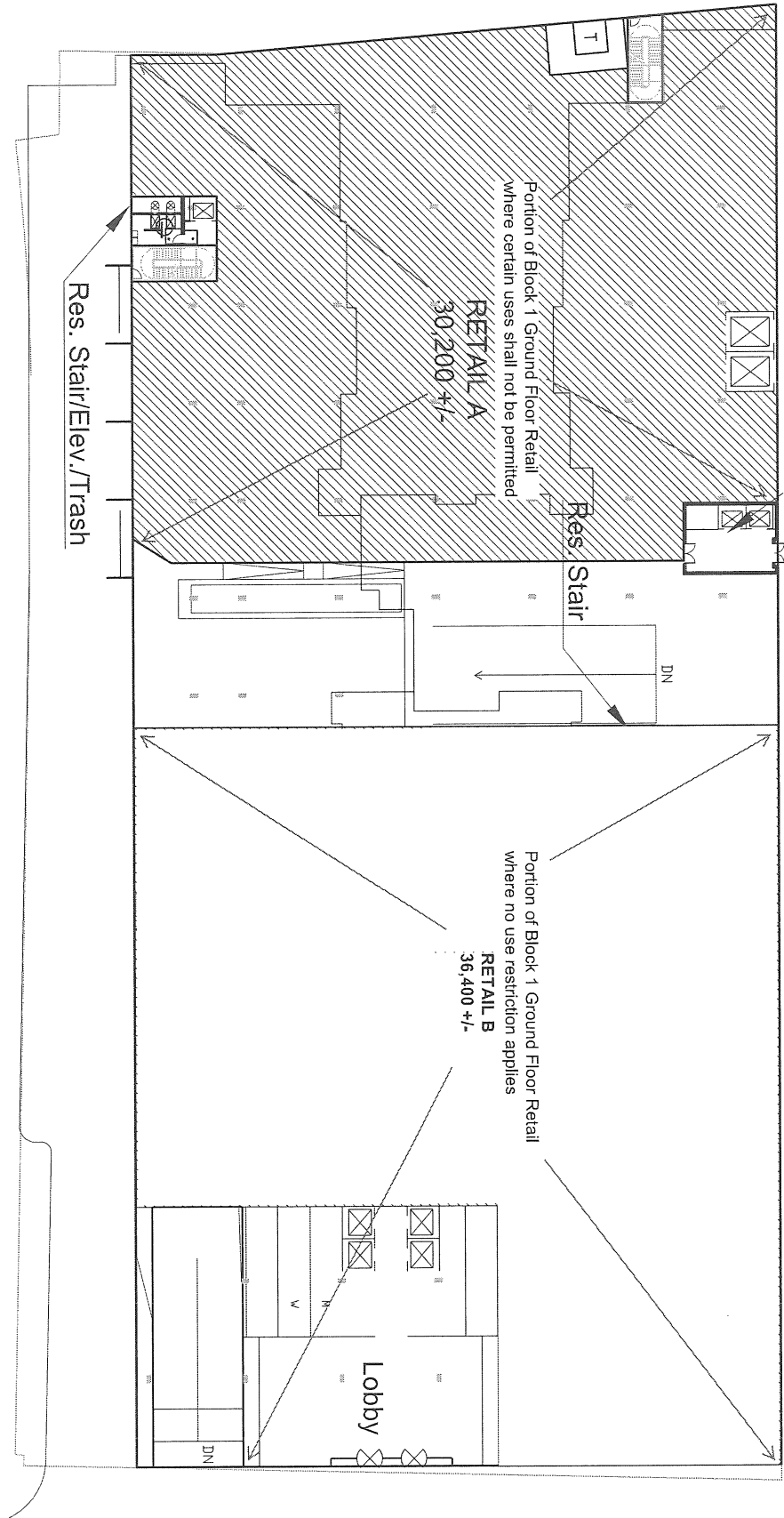
Image

View from I-35

**EXHIBIT L**

Block 1 Restricted Area

[Attached]



**01** Block 1 - Level 1  
Scale: 1" = 40'-0"

**EXHIBIT M-1**

RESERVED

**EXHIBIT M-2**

RESERVED



**EXHIBIT N**

Condominium Declaration

[Attached]

**CONDOMINIUM DECLARATION  
FOR  
PLAZA SALTILLO TOD CONDOMINIUM**

THIS DECLARATION is made and established as of \_\_\_\_\_, 2017, by Declarant.

RECITALS:

1. Declarant is the owner of the leasehold interest in the Property.
2. Declarant desires to create a leasehold Condominium pursuant to the provisions of the Act and establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided ownership percentage interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to be covenants running with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

ARTICLE I

DEFINED TERMS

Section 1.1 Defined Terms. Each capitalized term not otherwise defined in this Declaration shall have the meanings specified or used in the Act. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Unit and the Limited Common Elements, from time to time as may be reasonably necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) the maintenance, repair or replacement of any Unit accessible therefrom; (iii) the making of emergency repairs therein necessary to prevent harm or damage to the Common Elements, any Unit or any occupant and (iv) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein, in the Act or the Governing Documents. The Access Easement also includes a perpetual, irrevocable and non-exclusive easement and right of access to use any sidewalks that are Limited Common Elements around the exterior of each Building for the purpose of crossing any such Limited Common Element to access a Building or adjacent tract or public right of way.

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, as amended from time to time.

"Allocated Interests" mean the undivided interests in the Common Elements and the Common Expenses in the Association allocated to each Unit except as otherwise provided in the

Governing Documents, with the Retail Unit allocated \_\_\_\_%; the Office Unit allocated \_\_\_\_%; the Senior Unit allocated \_\_\_\_%; and the Residential Units allocated \_\_\_\_% [\_\_\_\_% allocated to Residential Unit \_\_ and \_\_\_\_% allocated to Residential Unit \_\_].

"Allocation Document" means the document entitled "Plaza Saltillo TOD Condominium Maintenance and Expense Allocations" adopted on or about the date hereof by the Owners and incorporated herein for all purposes. The Allocation Document may be amended and supplemented from time to time, as provided therein without the need of amending this Declaration or filing any copies of the Allocation Document of record.

"Annual Operating Budget" means an operating budget for the Association developed by the Board of Directors and approved by the Owners pursuant to Section 6.1.2 of this Declaration.

"Assessments" means Monthly Assessments and Special Assessments established under this Declaration, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees and any other amount due to the Association by the Owner of a Unit or levied against a Unit by the Association.

"Association" means Plaza Saltillo TOD Condominium Association, Inc., a Texas nonprofit corporation.

"Association Insurance Proceeds" means any and all proceeds received by the Association from an insurance company as a result of a casualty loss in connection with the Buildings.

"Board of Directors" means the Board of Directors of the Association named in the Certificate of Formation and their successors appointed and qualified from time to time.

"Building" means, individually or collectively, Building 1, Building 2, Building 3, Building 4, the Historic Buildings, and Building 6.

"Building 1" means the Building designated as "Building 1" on the Map, containing a portion of the Retail Unit, a portion of Residential Unit \_\_, and the Office Unit.

"Building 2" means the Building designated as "Building 2" on the Map, containing a portion of the Retail Unit and a portion of Residential Unit \_\_.

"Building 3" means the Building designated as "Building 3" on the Map, containing a portion of the Retail Unit and a portion of Residential Unit \_\_.

"Building 4" means the Building designated as "Building 4" on the Map, containing a portion of the Retail Unit and a portion of Residential Unit \_\_.

"Building 6" means the Building designated as "Building 6" on the Map, containing the Senior Unit.

"Bylaws" means the bylaws of the Association adopted by the Board of Directors, as amended from time to time.

"Certificate of Formation" means the certificate of formation of the Association filed with the Texas Secretary of State, as amended from time to time.

"Common Elements" means all portions of the Condominium other than the Units, including both the General Common Elements and the Limited Common Elements.

"Common Elements Easement" means a perpetual, irrevocable and non-exclusive easement over the Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"Common Expenses" means all costs, expenses and financial obligations of the Association, together with any allocations to reserves made pursuant to the provisions of the Governing Documents or a resolution duly adopted by the Board of Directors or the Owners, including any costs due and payable by the Owners in accordance with the Ground Lease.

"Condominium" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for separate ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the Owners of such remainder and containing a maximum of [six] Units.

"Declarant" means Plaza Saltillo TOD, LP, a Delaware limited partnership, whose address for notice is [\_\_\_\_\_], Attention: \_\_\_\_\_, and any successor party to whom Declarant shall expressly assign, in a writing filed for record in the Official Public Records of Travis County, Texas, the rights, powers, privileges, duties, obligations and/or prerogatives of Declarant. Any such successor party will be required to assume in writing all obligations and duties of Declarant under this Declaration. The conveyance of a Unit to an Owner will not constitute a conveyance of any rights, privileges, powers, prerogatives, duties or obligations of Declarant under this Declaration.

"Declaration" means this Condominium Declaration for Plaza Saltillo TOD Condominium, as it may be amended or amended and restated from time to time.

"Easements" means, collectively, the Access Easement, the Common Elements Easement, the Roof Easement, the Support Easement, the Systems Easement, the Utility Easement and the Vertical Access Easement. **[NOTE: All easements are subject to revision and the need for additional easements will be evaluated once the Condominium Map has been completed.]**

"Event of Default" means a (i) monetary default by any Owner under any Governing Document which fails to be cured within 30 days of written notice thereof from the Association to such Owner, and (ii) non-monetary default by any Owner under any Governing Document which fails to be cured within 60 days of written notice thereof from the Association to such Owner, provided, if such non-monetary default has a Material Adverse Effect on another Owner or such other Owner's Unit, such cure period shall be limited to 15 days, provided that any Ground Lease Event of Default shall be an Event of Default without further notice or cure rights.

"First Lien Loan" means any indebtedness secured by a first and prior lien or encumbrance upon a Unit.

"First Mortgagee" means any Person which is the grantee, beneficiary, owner, holder or insurer of a First Lien Loan and which has provided the Association with written notice of its name, address and description of the Owner's Unit upon which it holds the First Lien Loan.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements.

"Governing Documents" means, collectively, the Ground Lease, the Allocation Document, the Ground Lease Obligation Allocation Chart, the Bylaws, the Certificate of Formation, this Declaration and the Regulations.

"Ground Landlord" means the landlord under the Ground Lease.

"Ground Lease" means that certain Ground Lease dated \_\_\_\_\_, 2017, between Capital Metropolitan Transportation Authority and Declarant covering the Property, as amended from time to time.

"Ground Lease Event of Default" means an Event of Default as described in Section 17.1 of the Ground Lease.

"Ground Lease Obligation Allocation Chart" means that certain chart set forth in Exhibit C attached hereto.

"Historic Buildings" means the Buildings designated as "Historic Buildings" on the Map, containing a portion of the Retail Unit.

"Improvements" means each Building and all pavement, fencing, landscaping, recreational facilities, Systems and any other fixtures affixed to any Building and/or the Land, whether existing or in the future placed on the Land.

"Insurance Proceeds" means any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with a Unit.

"Joint Ground Lease Obligations" means all obligations, covenants, agreements, terms or conditions contained in the Ground Lease other than the Several Ground Lease Obligations, which shall be joint and several obligations of the Owners.

"Land" means that certain lot, tract or parcel of real property located in Travis County, Texas and more particularly described on Exhibit A attached to this Declaration, together with the Easements and any and all other rights and appurtenances pertaining thereto.

"Legal Requirements" means any and all present and future judicial decisions, statutes rulings, rules, regulations, permits, certificates, or ordinances of any federal, state or municipal authority in any way applicable to any Owner, any Unit or the Property, including zoning ordinances, subdivision and building codes, flood disaster laws, applicable architectural barrier,

health and environmental laws and regulations and all other applicable restrictive covenants, including, but not limited to, any "Legal Requirements" as defined in the Ground Lease, and the Use Restrictions.

"Limited Common Elements" means those portions of the Common Elements that are allocated by the Act, this Declaration, the Map or by deed executed by Declarant for the exclusive use of one or more, but less than all, of the Units.

"Major Decision" means any action with respect to any matter coming before the Association, whether initiated by an Owner or any other Person, relating to (i) architectural or aesthetic changes to the exterior of the Improvements that could have a Material Adverse Effect on another Owner or another Owner's Unit; (ii) structural changes to the Improvements and/or the Systems that could have a Material Adverse Effect on another Owner or another Owner's Unit; (iii) changes to the Governing Documents, expressly including the Ground Lease Obligation Allocation Chart, but excluding any changes to the Allocation Document (which shall be handled pursuant to Section 6.1.3 of this Declaration); (iv) any amendment to the Ground Lease; and (v) any other matter that might have a Material Adverse Effect on an Owner or an Owner's Unit or cause a Ground Lease Event of Default under a Joint Ground Lease Obligation.

"Manager" means any Person with whom Declarant or the Association contracts for the management of the Property and/or the administration of the Association and the Condominium.

"Map" means the plats and plans as shown on Exhibit B, which is attached hereto and made a part hereof for all purposes, as it may be amended or amended and restated from time to time.

"Material Adverse Effect" means any act, event, condition or circumstance that could materially and adversely affect (i) the business, operations, condition (financial or otherwise), use or value of a Unit; or (ii) the prospects, liabilities, assets, results of operations, capitalization, or liquidity of an Owner, taken as a whole, other than with respect to a Unit.

"Monthly Assessment" means the monthly Assessment established by the Board of Directors pursuant to Section 6.1 of this Declaration.

"Office Unit" means the Unit designated as the Office Unit on the Map, including the portion of the Skin of Building 1 that surrounds the Office Unit, all Office Unit Parking Spaces, all walls, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve the Office Unit exclusively, to the extent the same do not constitute the Structure.

"Office Unit Parking Spaces" means the parking spaces designated as Office Unit Parking Spaces on the Map.

"Owner" means any Person (including Declarant) who owns a Unit, but does not include any Person having an interest in a Unit solely as security for an obligation.

"Parking Garage 1" means the portion of Building 1 designated as "Parking Garage 1" on the Map, containing a portion of the Retail Unit Parking Spaces, a portion of the Residential Unit \_\_\_ Parking Spaces and the Office Unit Parking Spaces.

"Parking Garage 2" means the portion of Building 2 designated as "Parking Garage 2" on the Map, containing a portion of the Retail Unit Parking Spaces and a portion of the Residential Unit \_\_\_ Parking Spaces.

"Parking Garage 3" means the portion of Building 3 designated as "Parking Garage 3" on the Map, containing a portion of the Retail Unit Parking Spaces and a portion of the Residential Unit \_\_\_ Parking Spaces.

"Parking Garage 4" means the portion of Building 4 designated as "Parking Garage 4" on the Map, containing a portion of the Retail Unit Parking Spaces and a portion of the Residential Unit \_\_\_ Parking Spaces.

"Parking Garage 6" means the portion of Building 6 designated as "Parking Garage 6" on the Map, containing the Senior Unit Parking Spaces.

"Parking Garages" means, collectively, Parking Garage 1, Parking Garage 2, Parking Garage 3, Parking Garage 4 and Parking Garage 6.

"Past Due Rate" means the maximum lawful rate of interest under Texas law. If there is no maximum lawful rate of interest under Texas law, the Past Due Rate means 18% per annum.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" means the Land and the Improvements.

"Reallocated Percentage" means the percentage of the undivided interest of each Owner in the Common Elements and the Common Expenses in the Association, when re-calculated as a result of the requirements of this Declaration, determined on the same basis as the original Allocated Interests being the resulting percentage when the value of each Unit is compared to the value of all Units.

"Regulations" means the rules and regulations of the Association, and all amendments thereto, as from time to time adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units.

"Rents" means any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

"Residential Unit \_\_\_" means the Unit designated as Residential Unit \_\_\_ on the Map, including the portion of the Skin of any Building that surrounds Residential Unit \_\_\_, all Residential Unit \_\_\_ Parking Spaces, all walls, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve Residential Unit \_\_\_ exclusively, to the extent the same do not constitute the Structure.

"Residential Unit \_\_\_" means the Unit designated as Residential Unit \_\_\_ on the Map, including the portion of the Skin of any Building that surrounds Residential Unit \_\_\_, all Residential Unit \_\_\_ Parking Spaces, all walls, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve Residential Unit \_\_\_ exclusively, to the extent the same do not constitute the Structure.

"Residential Unit \_\_\_ Parking Spaces" means the parking spaces designated as Residential Unit \_\_\_ Parking Spaces on the Map.

"Residential Unit \_\_\_ Parking Spaces" means the parking spaces designated as Residential Unit \_\_\_ Parking Spaces on the Map.

"Residential Units" means, collectively, Residential Unit \_\_\_ and Residential Unit \_\_\_.

"Retail Unit" means the Unit designated as the Retail Unit on the Map, including the portion of the Skin of any Building that surrounds Retail Unit, all Retail Unit Parking Spaces, all walls, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve the Retail Unit exclusively, to the extent the same do not constitute the Structure.

"Retail Unit Parking Spaces" means the parking spaces designated as Retail Unit Parking Spaces on the Map.

"Roof Easement" means a perpetual, irrevocable and non-exclusive easement for the placement of electric, satellite, telecommunications, transmitting and other equipment and for the use and maintenance of such equipment on portions of the roofs of Buildings as designated on the Map.

"Senior Unit" means the Unit designated as the Senior Unit on the Map, including all portions of Building 6, all Senior Unit Parking Spaces and other Improvements that serve the Senior Unit exclusively, to the extent the same do not constitute the Structure.

"Senior Unit Parking Spaces" means the parking spaces depicted as Senior Unit Parking Spaces on the Map.

"Several Ground Lease Obligations" means (a) the payment of Rent and related reporting requirements required by the Ground Lease, (b) the payment of taxes, (c) Modifications (as defined in the Ground Lease) or Work (as defined in the Ground Lease) affecting an individual Unit only, (d) obligations pursuant to Article VIII of the Ground Lease, (e) the indemnity obligations contained in Section 10.7 of the Ground Lease to the extent solely attributable to a single Unit, (f) the surrender or holding over of an individual Unit under Article XII of the Ground Lease, (g) casualty or condemnation affecting a single Unit under Article XIII of the Ground Lease, (h) Transfers (as defined in the Ground Lease) by owners of a single Unit under Article XIV of the Ground Lease, (i) violation of any Legal Requirements to the extent solely attributable to a single Unit, (j) compliance with the Affordable Housing Requirements (as defined in the Ground Lease), or (k) liability for liquidated damages under the Ground Lease, all of which shall be the several (and not joint) obligations of each Owner. Certain Several Ground Lease Obligations are allocated with greater specificity among the Owners pursuant to the Ground Lease Obligation Allocation Chart.



"Special Assessments" means Assessments established by the Board of Directors under the provisions of Section 6.2 and Article VII of this Declaration.

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other form of expression on the Skin or in the interior of the Improvements only if the same is visible from the exterior of the Improvements.

"Signage Rights." The right to affix Signage to the Skin, as described in Section 3.8 of this Declaration.

"Skin." The exterior façade and the surface of such façade of the Improvements or the portions thereof, as applicable, but excluding any exterior doors.

"Structure." All foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and including any and all other structural components that support, uphold or are a part of a Building or any other Improvement to the extent such Structure serves one or more of the Units or the Common Elements.

"Sub-Unit" means a portion of any Unit designated for separate ownership as created and identified in a Sub-Unit Declaration.

"Sub-Unit Condominium" means a condominium which may be formed by an Owner, pursuant to a Sub-Unit Declaration, the name of which is to be determined by the Owner prior to conveying or leasing the first Sub-Unit and which may designate a Sub-Unit Condominium Association to act on behalf of all Sub-Unit Owners.

"Sub-Unit Condominium Association" means a Texas nonprofit corporation created as a part of a Sub-Unit Condominium to act on behalf of the Sub-Unit Owners.

"Sub-Unit Declaration" means a condominium declaration, executed by an Owner for the purpose of forming a Sub-Unit Condominium and recorded in the Official Public Records of Travis County, Texas, as it may be amended or amended and restated from time to time.

"Sub-Unit Owner" means any Person (including Declarant) who owns a Sub-Unit, but does not include any Person having an interest in a Sub-Unit solely as security for an obligation.

"Support Easement" means a perpetual, irrevocable and non-exclusive easement for maintenance, repair, replacement and improvement of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of any Building.

"Systems" includes, but is not limited to, all fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, audio and video signals, and other utility-related infrastructure, including the main switch gear conduits, plumbing chases and mechanical shafts on the Property.

"Systems Easement" means a perpetual, irrevocable and non-exclusive easement for use, maintenance, repair, replacement and improvement of all Systems.

"Tenant" means any Person having the right to occupy a Unit pursuant to a lease granted by an Owner.

"Unilateral Decisions" means any matter that is governed by the Governing Documents that is not a Major Decision when made or effected by one Owner.

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) and includes (i) all Systems which exclusively serve such Unit, (ii) the finish materials, fixtures and appliances contained within the Unit, and (iii) the Skin surrounding each such Unit; but excludes any portion of the Structure and Systems which serve more than one Unit or the Common Elements, all as subject to and further described in Section 82.052 of the Act.

"Use Restrictions" means the covenants, conditions and restrictions applicable to the Property under Exhibit D to the Ground Lease, regardless of whether this Declaration is in force and effect.

"Utility Easement" means all existing recorded easements for utilities and any additional utility easements which Declarant or the Association may grant.

"Vertical Access Easement" means a perpetual, irrevocable and non-exclusive easement for access through the stairways, elevators, elevator shafts, fire rooms, fire systems and lobbies located within each Building.

"Voting Interests" means the aggregate of all of the votes in the Association allocated to each party in accordance with this Declaration, with the Retail Unit allocated two votes; the Office Unit allocated two votes; the Senior Unit allocated one vote; Residential Unit \_\_\_ allocated one vote; and Residential Unit \_\_\_ allocated one vote.

## ARTICLE II

### GENERAL PROVISIONS

#### Section 2.1 Creation of Units; Map.

2.1.1 The Property is hereby divided into leasehold estates comprised of five separately designated Units, being the Retail Unit, the Senior Unit, the Office Unit, Residential Unit \_\_\_, and Residential Unit \_\_\_ and each such Unit's Allocated Interest in and to the Common Elements. Each Unit, together with such Unit's Allocated Interest in the Common Elements, is for all purposes a separate parcel of and estate in real property. Accordingly, each such separate parcel of and estate in real property shall be deemed to include the Access Easement, Common Elements Easement, Roof Easement, Support Easement, Systems Easement and Vertical Access Easement that are hereby granted and conveyed (pursuant to Section 3.5 of this Declaration) to each Owner by Declarant. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the

Official Public Records of Travis County, Texas and shall continue until this Declaration is revoked or terminated in the manner herein provided.

2.1.2 The Map sets forth, *inter alia*, the following: (i) a general description and diagrammatic plan of the Condominium; (ii) all Improvements, including each Unit showing its Building location, its identifying number and, as applicable, the Limited Common Elements appurtenant thereto, to the extent required to be shown on the Map and (iii) such other information as is desirable or required pursuant to the Act, including a certification or certifications as to the Map's compliance with Section 82.059 of the Act. It is expressly agreed, and each and every Owner of a Unit and such Owner's heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, the size and the dimensions of each Unit and any Limited Common Elements appurtenant thereto, as set out and shown in this Declaration or on the Map, are approximate and are shown for descriptive purposes only and that Declarant does not warrant, represent or guarantee that any Unit or any Limited Common Element, once constructed, will contain the area, square footage or dimensions shown on the Map due to variances in construction and other matters. Each Owner and subsequent purchaser of a Unit hereby expressly waives any claim or demand which it may have against Declarant or any other Person whomsoever, on account of any difference, shortage or discrepancy between the Unit and any appurtenant Limited Common Element as actually and physically constructed or existing and as they are shown on the Map. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be boundaries, regardless of settling, rising or lateral movement of any Building and regardless of variances between the boundaries shown on the Map and those of any Building. Further, Declarant reserves the right for a period of 120 days after the completion of construction of the last Unit to amend this Declaration and the Map to correct any such discrepancies and to designate any areas on the Property that are used exclusively by an Owner for the placement of Signage or equipment, including the final location of the Roof Easement.

2.1.3 Except as may be otherwise provided for in this Declaration, the Unit boundaries will include any and all attachments to, protrusions from and appurtenances attached to and exclusively serving such Unit and will exclude any portion of the Common Elements that may be located within such Unit's boundaries (as shown on the Map). Additionally, to the extent that any Structure, Systems or Improvements exclusively serve or support a Unit, such items will be deemed a part of such Unit whether located within, outside, or below the Unit, and whether or not attached to or contiguous with the Unit. Unless otherwise designated as Limited Common Elements, elevator systems (including, but not limited to elevators, elevator shafts, elevator lobbies and all related mechanical and electrical systems) and stairs that serve a single Unit (including any part of any system or stairs located outside the boundaries of the Unit), will be deemed part of the Unit. Furthermore, if any chutes, flues, ducts, conduits, wires, pipes, chases or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serve only that Unit will be deemed to be a part of that Unit, while any portions thereof which serve or may serve more than one Unit will be a part of the General Common Elements unless otherwise designated as Limited Common Elements on the Map.

2.1.4 The descriptions of the Units and the Common Elements set forth in this Declaration represent the general intention of Declarant; provided, however, that if a discrepancy exists between this Declaration and the Map, the Map will control. It is the express intent of Declarant that the property described as being part of each Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act.

Section 2.2 Allocation of Undivided Ownership Percentage Interests in Common Elements. The undivided interest of each Owner in and to the Common Elements shall be allocated based on the percentages set forth in the definition of "Allocated Interests" in Section 1.1 of this Declaration. The Common Elements shall remain undivided. If at any time the undivided ownership percentage interest in and to the Common Elements is required to be reallocated by the Act or this Declaration, the Allocated Interests shall be recalculated to the Reallocated Percentage and the Association shall file an amendment to this Declaration reflecting such reallocation.

Section 2.3 Inseparability of Units; No Partition. Except for leases of portions of the Units permitted by the terms hereof or the creation of one or more Sub-Unit Condominiums as permitted by the terms hereof, each Unit shall be inseparable and shall be acquired, owned, conveyed, transferred and encumbered only in its entirety. In no event shall a Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall be entitled to bring or maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided ownership percentage interest in the Common Elements without the Unit to which such Common Elements are allocated is void.

Section 2.4 Permissible Relationships; Description.

2.4.1 A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

2.4.2 Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall be in writing and shall legally describe such Unit by its identifying Unit number, followed by the words "Plaza Saltillo TOD Condominium," with further reference to the recording data for this Declaration and any amendments hereto. Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit. Any such description shall be construed to include all incidents of ownership relating to a Unit.

Section 2.5 Mortgage of Unit. An Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit, to the extent allowed by applicable law, but any lien created thereby shall be subject to the terms and provisions of this Declaration. Any mortgagee or other lien holder who acquires a Unit through judicial or non-judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration, except as expressly provided herein. An Owner who mortgages a Unit shall notify the Association, giving the name and address of said Owner's First Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units," and shall notify an Owner's First Mortgagee, in writing, of any default by such Owner in the performance of such Owner's

obligations as set forth in this Declaration and of any Event of Default by such Owner. The Board of Directors may authorize the Association to enter into such agreements with any First Mortgagee as the Board of Directors shall approve, subject to the provisions of the Act, the Governing Documents and other Legal Requirements.

Section 2.6 Subsequent Sub-Unit Condominiums.

2.6.1 Creation of Sub-Units. To the extent permitted by the Ground Lease, an Owner shall have the option and ability to create a Sub-Unit Condominium within the boundaries of its Unit. The creation of any Sub-Unit Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Declaration, except as set forth in this Section 2.6.

2.6.2 Sub-Unit Condominium Association. If an Owner elects not to form a Sub-Unit Condominium Association upon the creation of a Sub-Unit Condominium, all rights of the Sub-Unit Owners in and to the Allocated Interests of the Unit from which the Sub-Unit Condominium is created shall be as specified in the Sub-Unit Declaration, as limited below. If not so specified, a majority of the Allocated Interests of the Unit from which the Sub-Unit Condominium is created (calculated for the Sub-Units in the same manner as the Allocated Interests) shall exercise all rights of the Sub-Unit Owners provided that only one Sub-Unit Owner shall be designated to act as their representative, which designated representative shall be the member of the Association representing such Sub-Unit Condominium. The Association shall be required to deal only with such designated representative, and if a majority of the Allocated Interests of the Unit represented by the Sub-Unit Owners shall be unable to agree, or if they shall fail to designate a representative to act on their behalf, such Sub-Unit Condominium will not be entitled to have a representative as a member of the Association and the Allocated Interests of the Unit from which the Sub-Unit Condominium is created shall have no vote or ability to exercise any rights under this Declaration, including the right to bring legal action against the Association, until such time as a majority of such interests have agreed and so designated their representative.

2.6.3 Obligations of Sub-Unit Owners and Sub-Units. Upon the filing of a Sub-Unit Declaration, any and all obligations (including the obligations to pay Assessments), liabilities, limitations, rights, waivers, benefits or burdens as established in this Declaration and that are vested or that may in the future become vested in the Owner filing such Sub-Unit Declaration and upon such Unit, shall automatically become the obligations (including the obligation to pay Assessments), liabilities, limitations, rights, waivers, benefits or burdens of any Sub-Unit Owner and its Sub-Unit to the extent of such Sub-Unit Owner's allocated interest in the Sub-Unit Condominium's common elements or as otherwise provided in the Sub-Unit Declaration; provided that the Sub-Unit Condominium Association shall remain liable to the Association for the payment of Assessments and shall be charged with collecting a proportionate share of the Assessments from each Sub-Unit Owner. The Owner that files such Sub-Unit Declaration and the Unit that is subdivided shall be relieved of all of such obligations (including the obligation to pay Assessments), liabilities, limitations, rights, waivers, benefits, and burdens in relation to each Sub-Unit acquired by a Sub-Unit Owner except with respect to those Sub-Units that are owned by the Owner that files such Sub-Unit Declaration. Any Owner that files a Sub-Unit Declaration agrees to include the following provision in the Sub-Unit Declaration:

"Upon the filing of this Sub-Unit Declaration and acceptance of a deed to a Sub-Unit, any and all obligations (including the obligations to pay Assessments as provided in the Declaration), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon Declarant of this Sub-Unit Declaration in relation to the Sub-Unit, pursuant to the Declaration are hereby assumed by such Sub-Unit Owners and Declarant, with respect to Sub-Units retained by Declarant, until Declarant sells such Sub-Units to other Sub-Unit Owners and shall automatically be the obligations (including the obligations to pay Assessments as defined in the Declaration), liabilities, limitations, rights, waivers, benefits or burdens of the Sub-Unit Owners (including Declarant, as applicable) and the Sub-Units, except as otherwise provided herein with respect to the Easements contained in the Declaration; provided that the association created hereunder shall remain liable to the Association for the payment of Assessments under the Declaration and shall be charged with collecting a proportionate share of the Assessments from each Sub-Unit Owner. EACH SUB-UNIT OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUB-UNIT DECLARANT FROM SUCH SUB-UNIT OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), ADDITIONAL ASSESSMENTS AND ASSESSMENTS RELATING OR APPERTAINING TO SUCH SUB-UNIT OWNER'S SUB-UNIT."

### ARTICLE III

#### USES, RESERVATIONS AND RESTRICTIONS

Section 3.1 Permitted and Prohibited Uses – General and Units. In general, no portion of the Condominium may be used for a use prohibited by the Ground Lease or any use prohibited under the Use Restrictions.

3.1.1 The Residential Units shall be used or occupied solely for residential purposes including related uses associated with the operation of the Residential Units as an apartment complex, such as marketing and leasing offices and pools, meeting rooms, media center and exercise facilities to be used by Tenants of the Owner of the Residential Units.

3.1.2 The Retail Unit shall be used or occupied solely for the sale of retail goods and other commercial purposes not prohibited under the Use Restrictions or the Ground Lease.

3.1.3 The Office Unit shall be used or occupied solely for general office and other commercial purposes not prohibited under the Use Restrictions or the Ground Lease.

3.1.4 The Senior Unit shall be used or occupied solely for a senior residential apartment community and uses ancillary thereto not prohibited under the Use Restrictions or the Ground Lease.

Section 3.2 Regulations. Each Unit shall also be subject to the limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations.

Section 3.3 Further Requirements of Use. Each Owner shall maintain such Owner's Unit and any Limited Common Elements appurtenant thereto in a safe, clean and sanitary condition (including without limitation the repair of the sources of any unintended water intrusion into the Owner's Unit or Limited Common Elements and the repair of any water damage to the Owner's Unit and Limited Common Elements, including any related mold growth) and shall not maintain at such Unit or Limited Common Elements, nor permit such Unit or the Limited Common Elements appurtenant thereto to become, a public or private nuisance. Each Owner shall as soon as is practicable notify the Association, in writing, of any unintended water intrusion into the Owner's Unit or Limited Common Elements and any water damage to the Owner's Unit or Limited Common Elements (including related mold growth, if any). No odors shall be permitted by an Owner to arise from its Unit, the appurtenant Common Elements or any portion thereof, that are reasonably offensive or detrimental to any other Owner or occupant.

Section 3.4 Compliance with the Governing Documents. Each Owner and any occupant of any Unit automatically shall be deemed to have agreed to comply strictly with the provisions of the Governing Documents and all Legal Requirements. Any Event of Default by an Owner shall be grounds for an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action may be maintained by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner's or Owner's Tenant's right to use and enjoy the General Common Elements shall be suspended by the Association during the continuance of an Event of Default.

Section 3.5 Easements. **[CONFIRM EXTENT OF NEEDED EASEMENTS WITH FINAL MAP PRODUCTION]** Declarant hereby reserves the Access Easement, the Support Easement, the Systems Easement, the Utility Easement and the Vertical Access Easement for the benefit of all Owners, the Association and its agents and representatives, including the Manager and the Manager's agents and employees as the case may be, and each Owner shall by virtue of the recordation of this Declaration, accept the deed to such Owner's Unit subject to the Access Easement, the Support Easement, the Systems Easement, the Utility Easement and the Vertical Access Easement. Declarant hereby reserves for the benefit of each Owner the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner shall provide the Association with keys to such Owner's Units which may be used in such Owner's absence for Access Easement purposes. The Owner of each Unit, by acceptance of the deed to a Unit, hereby grants Declarant an irrevocable power of attorney, coupled with an interest with full power and authority to locate, grant, create and convey any additional utility easements. In addition, Declarant shall have an easement through the Common Elements as may be reasonably necessary for discharging Declarant's obligations under the Act or the Governing Documents,

and the Association shall have an easement through the Common Elements as may be reasonably necessary for discharging the Association's obligations under the Act or the Governing Documents. Additionally, Declarant hereby reserves the Roof Easement for the benefit of the Owner of the Retail Unit and its agents and representatives, and the Owner of the applicable Units shall by virtue of the recordation of this Declaration, accept the deed to such Units subject to the Roof Easement.

Section 3.6 Encroachments. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of the Common Elements encroaches upon an Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Owner's Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of an Owner's Unit encroaches upon the Common Elements, or upon any adjoining Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted to the Owner of such Owner's Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.7 Mechanic's Liens: Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner, its agents or representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners, Declarant, the Association and the Manager from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements.

Section 3.8 Signage Rights on the Skin of the Buildings. The Owner of the Senior Unit, the Owner of the Office Unit, the Owner of the Residential Units and the Owner of the Retail Unit shall have the right to erect Signage on the Skin within its respective Units provided that such Signage: (a) is in compliance with the Legal Requirements; and (b) does not flash nor produce a disturbing noise. All Signage shall be subject to such further restrictions and requirements as set forth in the Regulations. Each Owner shall be responsible, at its sole expense, to (i) obtain and maintain all necessary permits and approvals required under all applicable Legal Requirements with respect to the erection and maintenance of its Signage; (ii) keep and maintain, or cause to be kept and maintained, its Signage in good condition and repair; and (iii) keep or cause to be kept all lighting and other equipment in connection with its Signage in good working order and condition. The Association may remove any such Signage, as necessary, in connection with any of its maintenance and repair or other obligations under this Declaration or may require the Unit Owner to conduct such removal. The Owner of the Unit utilizing the Signage Rights shall be responsible for the cost to repair the Common Elements or Units if such repairs are necessitated by the use or misuse of their respective Signage Rights. The Association does not and will not insure equipment or improvements installed pursuant to the Signage Rights and is not and will not be liable to any Owner or any other Person for any loss or damage, resulting from any cause whatsoever, to the equipment or improvements installed pursuant to the Signage Rights. The Owners are hereby permitted to assign their respective Signage Rights to their Tenants.



Section 3.9 Signage Rights on the Skin of the Parking Garages. To be determined once plans are available.

#### ARTICLE IV

##### THE ASSOCIATION; MAJOR DECISIONS AND UNILATERAL DECISIONS

Section 4.1 Authority. The business affairs of the Condominium shall be managed by the Association acting through its Board of Directors. In addition to the powers conferred on the Association under the Governing Documents, the Association may take all actions authorized by Section 82.102 of the Act. The Association shall also have the right and the obligation to take all actions to administer the Joint Ground Lease Obligations on behalf of the Owners. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board of Directors.

Section 4.2 Authority Regarding Joint Ground Lease Obligations. In addition to the powers of the Association described in Section 4.1 of this Declaration, upon receipt of a notice from the Ground Landlord that there is a default relating to any Joint Ground Lease Obligation, the Association shall have the right to remedy or cause the remediation of any such default and the cost and expense thereof (together with interest thereon at the Past Due Rate from the date paid by the Association until the date such sum is repaid to the Association by such Owner) shall be assessed against the Owner or Owners creating the default and shall be secured by a lien upon such Owner's Unit. Such lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Section 6.4 of this Declaration.

Section 4.3 Allocation of Votes in the Association. Each Owner shall automatically be a member of the Association and have a vote equal to such Owner's Voting Interest. All voting rights of an Owner shall be suspended during the continuance of any Event of Default by such Owner. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the Allocated Interests held by the aggregate Voting Interests.

Section 4.4 Board of Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws and the Certificate of Formation. There shall be seven Directors. Two of the members of the Board of Directors shall be selected by the Owner of the Retail Unit; two of the members of the Board of Directors shall be selected by the Owners of the Residential Units; two of the members of the Board of Directors shall be selected by the Owner of the Office Unit; one of the members of the Board of Directors shall be selected by the Owner of the Senior Unit; and one of the members of the Board of Directors shall be selected by the Ground Landlord; provided, however, that the Director selected by the Ground Landlord shall be a non-voting member of the Board of Directors; provided, further, however, that notwithstanding anything to the contrary contained in this Declaration, the Bylaws, the Regulations, the Certificate of Formation or any other Permitted Condo Documents (as defined in the Ground Lease) to the contrary, the Association shall have no authority to cause the Association to take any of the following actions, or to consent to the following actions, without the prior consent of the Ground Landlord: (a) intentionally take any action in violation of the Ground Lease; (b)

merge or consolidate the Association with or into any other Person; (c) amend or supplement the Permitted Condo Documents, other than to attach or amend the "Map" exhibit to this Declaration to conform to the constructed Improvements; (d) change the purpose of the Association as set forth in the Permitted Condo Documents; (e) dissolve the Association; or (f) file any voluntary petition under Title 11 of the United States Code, the Bankruptcy Code, or seek the protection of any other Federal or State bankruptcy or insolvency law or debtor relief statute or consenting to the institution or continuation of any involuntary bankruptcy proceeding or the admission in writing of the inability to pay debts generally as they become due, or make a general assignment for the benefit of creditors. If the office of any Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office, expiration of term or otherwise, the Owner, Owners or Ground Landlord, as the case may be, which selected such Director shall select a successor. Any decision to be made by the Board of Directors pursuant to the terms of the Governing Documents for which a threshold for voting is not expressly provided therein shall require an affirmative vote by a majority of the Board of Directors.

Section 4.5 Right of Action by Owners. The Owners, acting collectively or individually, shall have the right to maintain actions against the Association or any other Owner for its or their failure to comply with the provisions hereof or to perform its or their duties and responsibilities hereunder, as the case may be.

Section 4.6 Major Decisions. The rights of each Owner with respect to Major Decisions shall be identical and each Owner shall be entitled to consent to all Major Decisions, and neither the Association, the Board of Directors nor any other Person acting on behalf of the Association or Declarant shall have the authority to act on any matter constituting a Major Decision that has an effect on such Owner's Unit, without the prior written approval of such Owner.

Section 4.7 Unilateral Decisions. An Owner may make any Unilateral Decision without notifying the other Owners. If an Owner desires to confirm whether an act is a Unilateral Decision, such Owner may notify the other Owners (the "Unaffected Owners") in writing of the action to be taken or other effect of the proposed decision. The Unaffected Owners shall have ten days after receipt of the original notice to deliver written notice to the proposing Owner if the proposed decision is a Unilateral Decision and if not, the reason or explanation of why the proposed decision is not a Unilateral Decision. If no objection is received by the proposing Owner within the ten day time period, the proposing Owner may deem the proposed decision to be a Unilateral Decision and take all appropriate action necessary or desired to accomplish the purpose of the Unilateral Decision. Additionally, if such Unilateral Decision requires an amendment to this Declaration, all Unaffected Owners hereby agree to provide an executed and notarized counterpart consenting to such amendment within 30 days after receipt of a written request for such counterpart from the proposing Owner.

## ARTICLE V

### MAINTENANCE, ALTERATIONS, INSURANCE, TAXES AND UTILITIES

#### Section 5.1 Maintenance.

5.1.1 Except as otherwise provided in the Allocation Document or the Ground Lease Obligation Allocation Chart, each Owner, at the Owner's sole cost and expense, shall maintain the Owner's Unit and the Limited Common Elements appurtenant to its Unit in good operating condition and repair and in accordance with the requirements of this Declaration and the Ground Lease and shall repair, and where appropriate, replace the fixtures and appliances therein contained and all interior doors and interior windows within the Unit and exterior doors and windows of such Owner's Unit. Unless otherwise provided in the Allocation Document or the Ground Lease Obligation Allocation Chart or caused by the willful or negligent misuse thereof by such Owner, the occupants or the invitees of such Owner, each Owner shall be required to directly pay the cost and expense of structural repairs to such Owner's Unit and its Limited Common Elements. Any maintenance and repair work done by or at the instance of an Owner shall be done in a good and workmanlike manner, in accordance with the terms of this Declaration and the Ground Lease, using materials of equal or better quality than the original quality of the materials removed and/or replaced and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Common Element, any Building or any Unit. In the event that an Owner fails to discharge the Owner's maintenance and repair obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof (together with interest thereon at the Past Due Rate from the date paid by the Association until the date such sum is repaid to the Association by such Owner) shall be assessed against such Owner and secured by a lien upon such Owner's Unit. Such lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Section 6.4 of this Declaration. Damage to the interior of any Unit or a Limited Common Element resulting from the maintenance, repair or replacement activities by the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the willful or negligent misuse by an Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage and the Association shall be entitled to assess the applicable Owner for such amount, and such assessed amount shall thereafter be considered an assessment for purposes of this Declaration.

5.1.2 Except as provided in the Allocation Document or the Ground Lease Obligation Allocation Chart, all General Common Elements shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association, subject, however, to allocation between the Owners in accordance with the provisions of the Allocation Document and the Ground Lease Obligation Allocation Chart. The Association shall maintain the General Common Elements in good operating condition and repair and otherwise in accordance with the terms of this Declaration and the Ground Lease. The Association shall repair and, where applicable, replace the General Common Elements and shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments. Nothing herein shall be deemed or construed as relieving any Owner from liability

or responsibility for damage to the Common Elements caused by the negligence or misconduct of such Owner or such Owner's Tenants, occupants or invitees.

5.1.3 Neither Declarant nor the Association shall be liable for injury or damage to any person or property caused by the elements or by the Owner of any Unit or its Tenant, family members, guests and invitees, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, including without limitation liability for any mold growth resulting therefrom. The Association shall not be liable to any Owner or occupants of any Unit or such Owner's or occupant's Tenant, guest or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant of any Unit or such Owner's or occupant's Tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities hereunder where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

5.1.4 In the event a dispute shall arise among Owners or between an Owner and the Association as to the proper party to bear a maintenance, repair or replacement cost or expense, the Board of Directors shall be entitled to resolve such dispute subject to the terms hereof and further subject to the terms of the Allocation Document or the Ground Lease Obligation Allocation Chart; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of Section 5.1 interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

Section 5.2 Alterations. No Owner or Tenant shall be entitled to alter, add to or improve its Unit, or the Limited Common Elements appurtenant thereto, in a manner which is prohibited by the Ground Lease. Additionally, no Owner or Tenant shall be entitled to alter, add to or improve its Unit, or the Limited Common Elements appurtenant thereto, in a manner which will or might reasonably be expected to negatively affect the soundness or integrity of the Structure, any System that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Board of Directors and in compliance with all Regulations established by the Association. In addition, no Owner or Tenant shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than its Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this Section 5.2 shall be made at the individual cost and expense of the Owner desiring to alter, add to or improve the Unit or Limited Common Element.

Section 5.3 Insurance. Except as provided in the Allocation Document, the Association shall obtain and maintain insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Board of Directors may deem necessary or appropriate including, without limitation, liability insurance for all officers, directors, trustees and employees of the Association. The premiums for all insurance coverage maintained by the Association shall constitute a Common Expense and be payable by the Association and allocated

to the Owners in accordance with the Allocation Document. An Owner shall be responsible for obtaining and maintaining, at its sole cost and expense, property insurance covering all alterations, additions, betterments and improvements made by an Owner or Tenant to its Unit and all personal property located therein. Nothing herein shall be deemed or construed as prohibiting an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate. Neither the Board of Directors nor Declarant will be liable for failure to obtain any insurance coverage required by this Declaration and the Ground Lease or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies.

5.3.1 Insurance policies shall provide that:

(a) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(b) insurance trust agreements will be recognized;

(c) any right of subrogation of the issuer of the insurance against individual Owners is waived;

(d) the coverage of the policy is not prejudiced by any act or omission of an individual Owner to the extent that such act or omission is not within the collective control of all Owners;

(e) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy;

(f) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(g) to the extent the following terms are commercially available, such policy may not be cancelled, may not be renewed or substantially modified without at least 30 days prior written notice (15 days if due to non-payment of premium) to the Association and, in the case of physical damage and fidelity insurance, to all Owners and to all First Mortgagees; and

(h) the Manager shall be reflected as an additional insured on any commercial general liability policy carried by the Association.

5.3.2 All insurance policies maintained by the Association shall be in such form and shall be issued by a financially responsible insurance company or companies licensed to do business in the State of Texas as are reasonably approved by 100% of the Owners. Any insurance company rated by Best's Insurance Guide (or any successor publication of comparable

standing) as "A-VIII" (or the equivalent of such rating) or better in each of the previous three years shall be deemed a responsible company and acceptable to the Owners.

5.3.3 The Board of Directors shall have the express authority, on behalf of the Association, to designate an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, for the purpose of purchasing and maintaining the insurance required or permitted hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

5.3.4 By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required or permitted hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

5.3.5 The Association or such insurance trustee, successor trustee or authorized representative must receive, hold and otherwise properly dispose of any proceeds of insurance in trust for the Owners and the First Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or First Mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated. The Association may adopt reasonable rules and regulations relating to responsibility for payment of the deductible on any insurance obtained by the Association, which amounts shall be payable by Owners in accordance with the Allocation Document. Each Owner and Tenant, by the possession or acceptance of title to a Unit, hereby waives any and every claim which arises or may arise in its or his favor against the Association, the Manager or Declarant for any and all loss of, or damage to, its or his property located within or upon, or constituting a part of, the Condominium, which loss or damage is caused by the Association's, the Manager's or Declarant's exercise of its rights under the Access Easement, except to the extent such loss or damage is caused by gross negligence or willful misconduct of any such Person.

5.3.6 The Association and each Owner, by its possession or acceptance of title to a Unit, hereby waive any and every claim which arises or may arise in its or his favor against any other Owner, the Association, the Manager or Declarant for any and all loss of, or damage to, its property located within or upon, or constituting a part of, the Condominium, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent such loss or damage is recoverable thereunder. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Association and each Owner immediately shall give,

to each insurance company which has issued policies of insurance to such Owner, written notice of the terms of this mutual waiver and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverages by reason hereof.

5.3.7 In accordance with Section 82.111 of the Act, each Owner by its possession or acceptance of title to a Unit, hereby agrees and acknowledges that (a) the Association may recover any deductible it has paid under any policies maintained by the Association from an Owner if the loss or damage to the Association's property is caused by the Owner or emanates from the Owner's Unit; (b) if the cost to repair damage to a Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the Unit or Common Element; (c) if the Association's insurance provides coverage for the loss and the cost to repair the damage to a Unit or Common Element is more than the amount of the applicable insurance deductible, the Association's deductible and costs incurred before the Insurance Proceeds are available should be paid by the Owner of the Unit from which the cause of the damage emanated, as determined by the Association (but subject to reimbursement when such Insurance Proceeds become available), and if the cause of such damage emanated from a Common Element, such costs shall be a Common Expense; and (d) if damage to a Unit or the Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of such Owner, the Association may assess the deductible expense and any other expense in excess of Insurance Proceeds against the Owner and the Owner's Unit.

5.3.8 The Association and all Owners shall maintain insurance in accordance with the terms of the Allocation Document, the Ground Lease and the Act, which shall be construed together to the extent reasonably possible, but with the requirements of the Ground Lease to control in the event conflicting provisions would violate the Ground Lease.

Section 5.4 Taxes. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association and allocated to the Owners in accordance with the Allocation Document and the Ground Lease Obligation Allocation Chart.

Section 5.5 Utilities. Each Owner shall be responsible for and shall pay all utility charges relating to services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered. Any utility charges not so separately metered, including without limitation charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association and allocated to the Owners in accordance with the Allocation Document. Any "hook up" charges and any other charges under such agreements which are not separately billed to the Owners, and the cost of any utilities generated or provided by the Association to the Owners, unless separately metered, shall constitute a Common Expense and be payable by the Association and allocated to the Owners in accordance with the Allocation Document.

## ARTICLE VI

### ASSESSMENTS

#### Section 6.1 Monthly Assessments; Budget.

6.1.1 The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. Such Monthly Assessments so established shall be assessed to the Owners in accordance with Section 6.3 of this Declaration and shall be payable by the Owners on the first day of each calendar month and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of the portions of the Property not the responsibility of one or more, but less than all, of the Owners, care of the Common Elements, casualty, general liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, fees for professional services, such as management, accounting and legal fees, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium, including an adequate reserve fund for the periodic maintenance, repair, replacement and improvement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to its Unit.

6.1.2 At least 30 days prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year (the "Annual Operating Budget"). Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences. Each Owner shall have 15 days to approve or disapprove of the proposed Annual Operating Budget by written notice to the Board of Directors. An Owner's failure to timely approve or disapprove of the proposed Annual Operating Budget shall be deemed such Owner's approval of such proposed Annual Operating Budget. If the proposed Annual Operating Budget is unanimously approved, no further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder. If the proposed Annual Operating Budget is not unanimously approved (or deemed approved), the Association shall operate under the terms of the previously approved Annual Operating Budget with an increase to each line item on such previously approved Annual Operating Budget by an amount equal to two percent (2%) of each such line item until such time as a new Annual Operating Budget has been unanimously approved by the Owners; provided, the failure of the Board of Directors to timely deliver or of the Owners to timely approve of the proposed Annual Operating Budget shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated by the previously approved Annual Operating Budget, as automatically increased pursuant to this Section 6.1.2. Any Annual Operating Budget prepared and delivered to the Owners and approved (or deemed approved) as



hereby contemplated may be amended by further unanimous written approval, pursuant to the delivery and response procedure set forth above, and the amount of an Owner's Monthly Assessment changed to correspond therewith.

6.1.3 Certain maintenance, insurance and other Common Expense costs shall be the responsibility of designated Owners and/or shall be allocated in a manner other than by the Allocated Interests. The initial allocation of such expenses is set forth in the Allocation Document. The Allocation Document shall be binding upon all Owners, Tenants, mortgagees and any other party at any time having any interest in the Condominium. No amendments may be made to the Allocation Document without the written approval of all Owners affected by such amendment.

Section 6.2 Special Assessments. In addition to the Monthly Assessments contemplated by Section 6.1 of this Declaration, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay nonrecurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property and the administration of the Association and the Condominium. Once approved by the Association, no consent or approval of the Owners shall be required for the establishment of a Special Assessment, except for any Special Assessment relating to the alteration or improvement of any element of the Property, which must be approved by the affirmative vote of those Owners holding not less than 80% of the Voting Interests at a meeting of the Association duly called for purposes of considering same. Nothing contained in this Section 6.2 shall be construed to limit the right of an Owner to alter, add to or improve its Unit or Limited Common Elements at such Owner's costs and expense in accordance with Section 5.2 of this Declaration.

Section 6.3 Obligation to Pay Assessments.

6.3.1 Each Owner shall be personally obligated to pay when due its share of all Assessments duly established in accordance with the Allocation Document and the Ground Lease Obligation Allocation Chart. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share thereof which is allocable to any periods of time after such new Owner acquired title to the Unit); however, the old Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exempt itself from liability for its obligation to pay such Assessments by waiver of the use or enjoyment of the Common Elements, by an abandonment of its Unit, or by any action whatsoever. Any Assessment not paid within five days after the date due shall bear interest at the Past Due Rate from the date due until paid and shall be recoverable by the Association, together with interest as aforesaid, reasonable late fees as determined and set by the Board of Directors from time to time, and all costs and expenses of collection, including reasonable attorney's fees, by filing suit in a court of competent jurisdiction sitting in the county where the Land is located. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, provided, the Association shall first notify in writing the defaulting Owner and the Owner's First Mortgagee, as provided in Section 2.5 of this Declaration, of any payment default and Event of Default.

6.3.2 If at any time the percentage interest in the Common Expenses of the Association is required to be reallocated by the Act or this Declaration, the Allocated Interests shall be recalculated to the Reallocated Percentage and the Association shall file an amendment reflecting such reallocation and there shall be a corresponding adjustment to the allocations under the Allocation Document and the Ground Lease Obligation Allocation Chart, if applicable.

Section 6.4 Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Unit, the Rents, if any, payable to the Owner of any Unit and Insurance Proceeds received by the Owner of any Unit to secure the payment of all Assessments and other amounts payable by an Owner to the Association hereunder, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit, the Rents and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than (a) the lien securing the payment of a First Lien Loan (provided such lien securing the payment of the First Lien Loan was recorded prior to the date on which the Assessment became delinquent); and (b) the liens for unpaid taxes, assessments and other governmental impositions. Without in any way limiting the foregoing, the liens established herein shall be prior and superior to any lien for construction of improvements to the Unit or an assignment of the right to Insurance Proceeds on the Unit, even if the lien or assignment is recorded or duly perfected before the date on which the Assessment sought to be enforced becomes delinquent under this Declaration, the Bylaws or the Regulations. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Section 51.002 of the Texas Property Code (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a First Mortgagee of a Unit in order to satisfy the First Lien Loan will extinguish the lien for any Assessments which became payable prior to the date of such foreclosure sale, but otherwise the conveyance of a Unit by an Owner will not extinguish the Association's lien for past due or future Assessments. In the event of a foreclosure by a First Mortgagee of a Unit in order to satisfy a First Lien Loan, and the extinguishment of the lien for any Assessments payable prior to the date of such foreclosure, the Owner who owned the Unit immediately prior to such foreclosure shall be and remain personally liable for such outstanding Assessments but the Person acquiring the Unit at such foreclosure, including without limitation the First Mortgagee, if applicable, shall not be liable for the Assessments payable prior to the date of such foreclosure. As used in the preceding two sentences, "foreclosure" means a judicial foreclosure of the lien securing a First Lien Loan, a non-judicial foreclosure pursuant to a private right of sale granted in the documents creating the lien securing a First Lien Loan or a conveyance in lieu of foreclosure of the lien securing a First Lien Loan.

Section 6.5 Commencement of Obligation to Pay Assessments. The obligation to pay Assessments shall begin on the first day of the calendar month following the date that the first Unit is conveyed by Declarant to a third party purchaser. Each Owner, including Declarant, shall

be obligated to commence payment of all Assessments against its Unit on such date. Prior to the date the obligation to pay Assessments commences, Declarant shall pay all Common Expenses (excluding portions thereof allocable to reserves); provided, however, that nothing contained herein shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as taxes and insurance, to the extent that Declarant prepaid on behalf of the Unit being purchased.

Section 6.6 Notice of Default. If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may, but shall not be required to, notify other lien holders of the default and the Association's intent to foreclose its lien. However, the Association shall notify any First Mortgagee as provided in Section 2.5 of this Declaration.

Section 6.7 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking any other legal actions including, without limitation, accepting a deed in lieu of foreclosure, filing a suit for judicial foreclosure or filing a suit to recover a money judgment for sums that may be secured by the lien subject to any Owner approvals required pursuant to this Declaration.

## ARTICLE VII

### LOSS AND OBSOLESCENCE

Section 7.1 Loss or Damage. The following provisions shall govern in the event the Improvements, or any part thereof, are damaged or destroyed by fire or other casualty:

7.1.1 Prompt written notice of any such damage or destruction shall be given to all First Mortgagees if the amount of the loss equals or exceeds \$250,000.00.

7.1.2 The Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance or (iii) all of the Owners vote not to rebuild.

7.1.3 The amount by which such restoration and repair costs exceed collectible Association Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within 30 days of the date notice of such Special Assessment is delivered by the Association; provided, that any Special Assessment for the restoration or repair of an Owner's Unit and its Limited Common Elements shall be paid solely by the Owner of such Unit.

7.1.4 Any excess Association Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for the affected Owner and, if more than one affected Owner, for the account of the affected Owners in the ratio of the amount of loss or damage suffered by each and be applied, without contribution from one such account to another, as follows:

(a) first, to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Unit;

(b) second, to the payment of the balance of the First Lien Loan of such Owner;

(c) third, to the payment of any delinquent Assessment with respect to such Owner's Unit; and

(d) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

Section 7.2 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association pursuant to Section 7.1 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner or the contents located in such Owner's Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

Section 7.3 Obsolescence of Common Elements. If the Owners holding not less than two-thirds of the Voting Interests shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements or any part thereof (including those Limited Common Elements consisting of Systems which serve only or are a part of individual Units) are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by all Owners within 30 days of the date notice of such Special Assessment is delivered to them by the Association.

Section 7.4 Association as Attorney-in-Fact. Each Owner, by acceptance or possession of title to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as Owner's true and lawful attorney-in-fact, for and in Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article or Section 9.1 (with respect to a sale following termination), to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article and Section 9.1 (with respect to a sale following termination), hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article and Section 9.1 as aforesaid, including, without limitation, the power and authority to make and settle claims under insurance policies maintained by the Association, contract for and

with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 7.3), to contract for and with respect to a sale of the Property in connection with a termination (to the extent contemplated by Section 9.1) and to execute and deliver all instruments necessary or incidental to any such actions.

## ARTICLE VIII

### CONDEMNATION

Section 8.1 General Provisions. If all or any part of the Property is taken or threatened to be taken by eminent domain or by action in the nature of eminent domain (whether permanent or temporary), the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all First Mortgagees. The expense of participation in such proceedings by the Board of Directors shall be a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors, in its discretion, deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board of Directors, acting as trustee, and such damages or awards shall be applied or paid as hereinafter provided. Any restoration or repair of the Property following a partial condemnation shall be performed in accordance with the provisions of this Declaration and all Legal Requirements and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all of the Owners and First Mortgagees.

Section 8.2 Taking of One Unit. In the event of any taking of an Owner's Unit or a part thereof by eminent domain or sale or other transfer in lieu thereof, if an Owner shall vacate and abandon the Owner's Unit by virtue of such taking, the Owner and any First Mortgagee of such Owner shall be entitled to the award for such taking, including the award for the value of such Owner's Allocated Interest, whether or not such Common Element interest is acquired, and after payment thereof, such Owner and Owner's First Mortgagee shall be divested of all interest in the Property. In the event of any taking of a portion of an Owner's Unit such that ownership, operation or occupancy of the remaining portion of the Unit may be achieved in accordance with the originally intended use of the Unit, the Owner may not vacate the remaining portion of the Unit. In such case, the Owner shall be entitled to the award for such taking, and the Allocated Interest of the condemned Unit shall be reduced in proportion to the reduction in the value of the Unit. The portion of the Allocated Interest divested from the partially-acquired Unit shall be automatically reallocated to the Units in proportion to the respective Allocated Interests of the Units before the taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest. If any repair or rebuilding of the remaining portions of the Property is required as a result of such taking, the Association shall restore or repair the remaining portion of the Unit to substantially the same condition and appearance as existed prior to the condemnation event, or take such other action as may be deemed appropriate by the affirmative vote or written consent of the Owners owning 80% of the Voting Interests. The cost of any repair or rebuilding of an Owner's Unit and its Limited Common Elements shall be

assessed against and payable by the Owner of such Unit and any remaining cost of any rebuilding or repair shall be assessed against and payable by the Owners as a Special Assessment. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such taking and the re-allocated Allocated Interests, and such amendment shall be duly recorded.

Section 8.3 Taking of Common Elements. If an action in eminent domain is brought to condemn a portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for any Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or Owner's mortgagee or mortgagees, as their interests shall appear, in proportion to such Owner's Allocated Interest, except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Units served by such Limited Common Elements, as such Owners' interests existed in the Limited Common Elements condemned. The Board of Directors shall call a meeting of the Owners, at which meeting the Owners, by an 80% vote of the Voting Interests, shall decide whether to replace or restore as far as possible any General Common Elements taken or damaged. In the event it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded.

Section 8.4 Taking of Several Units. In the event that an eminent domain proceeding results in the taking of all or part of those Units comprising less than two-thirds of the total square footage of the Land in the Condominium, then the following shall apply in determining the damages and awards for such taking in relation to each Unit:

8.4.1 The Board of Directors shall determine which of the Units damaged by such taking may be habitable for the purposes set forth in this Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged.

8.4.2 The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Units of the Property, including those damaged Units which may be habitable, as a condominium project in the manner provided in this Declaration.

8.4.3 If the Board of Directors determines, with the consent of 80% of the First Mortgagees (based on relative loan amounts), that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in the undivided interest by all Owners, as tenants-in-common, in the percentage interests previously owned by each Owner in the Common Elements.

8.4.4 If the Board of Directors determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the damages and awards made with respect to each Unit which has been determined to be capable of being made habitable shall be applied to repair and reconstruct such Unit so that it is made habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed pro rata against the Owners of those Units which are being repaired or reconstructed so as to be made habitable. With respect to those Units which may not be made habitable, the award made with respect to each such Unit shall be paid to the Owner of such Unit or Owner's mortgagee or mortgagees, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the Common Elements and the repair and use of such Units shall be determined by the Board of Directors. Upon the payment of such award for the account of such Owner as provided herein, such Unit, to the extent taken by the condemning authority, shall no longer be a part of the Property, and the percentage interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Property shall be equitably adjusted to the Reallocated Percentage to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

8.4.5 If the entire Property is taken, or two-thirds or more of the Units are taken or damaged by such taking, all damages and awards shall be held for the accounts of all Owners and their mortgagees, as their interests shall appear, as provided herein, in proportion to their percentage interests in the Common Elements and this Condominium shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage interest previously owned by each Owner in the Common Elements.

Section 8.5 Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any First Lien Loan; thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid and finally to the Owner or such other Person as it legally entitled thereto.

## ARTICLE IX

### MISCELLANEOUS

Section 9.1 Revocation or Termination of Declaration. This Declaration may be revoked and the Condominium may be terminated only by an instrument in writing, duly approved, executed and acknowledged by the Owners and the First Mortgagees. Without in any way limiting the foregoing, until the first Unit is sold to a third party by Declarant, Declarant, acting alone and in its sole discretion, may revoke this Declaration or terminate the Condominium by an instrument in writing duly executed and acknowledged by Declarant. Any instrument of revocation or termination shall be duly filed of record in the Official Public Records of Travis County, Texas. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act.

Section 9.2 Amendment to Declaration. Unless otherwise prohibited by the Act or the Ground Lease, this Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than 67% of the votes in the Association, unless the subject matter of such amendment constitutes a Major Decision, in which event the Owners affected by such amendment must approve such amendment as contemplated by Section 4.6 of this Declaration or unless the subject matter of such amendment constitutes a Unilateral Decision, in which event such amendment will be approved as contemplated by Section 4.7 of this Declaration. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and filed of record in the county in which the Property is located. Any such amendment so effected shall be binding upon all of the Owners. The Association shall give each First Mortgagee written notice of any proposed action or and seek a customary subordination agreement from each First Mortgagee. Notwithstanding the foregoing, no such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination, (a) increase or otherwise modify Declarant's obligations or (b) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant. In addition, this Declaration may also be amended in other ways as provided in the Act unless prohibited by the Ground Lease.

Section 9.3 Enforcement. The Board of Directors (either on its own behalf or through the Manager) or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions of the Governing Documents. Failure by the Board of Directors (or the Manager on behalf of the Board of Directors) or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 9.4 Partial Invalidity. In the event any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments.

Section 9.5 Conflicts. In the event any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the Texas Nonprofit Corporation Law, the provisions of such statutes shall control; provided, however, that to the extent the Act or the Texas Nonprofit Corporation Law may be limited, waived or otherwise modified by agreement, the Ground Lease shall control. In the event that a conflict exists between the provisions of the Ground Lease, this Declaration, the Allocation Document, the Bylaws or the Regulations, the provisions of the Ground Lease shall control over all others and the Allocation Document shall control over this Declaration, the Bylaws and the Regulations, the provisions of this Declaration shall control over the Bylaws and the Regulations and the provisions of the Bylaws shall control over the provisions of the Regulations.

Section 9.6 Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.



Section 9.7 Usury. It is expressly stipulated that the terms of this Declaration, the Bylaws and the Regulations shall at all times comply with the usury laws of the State of Texas. If such laws are ever revised, repealed or judicially interpreted so as to render usurious any amount or rate called for hereunder or under the Bylaws or the Regulations or any amount or rate contracted for, charged or received in connection with any amounts due hereunder or under the Bylaws or the Regulations, or if the Association's exercise of any provisions hereof or of the Bylaws or the Regulations results in any party having paid any interest in excess of that permitted by applicable law, then it is the Association's and/or Declarant's express intent that all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness (or, if the indebtedness has been paid in full, refunded to the payor), and the provisions of this Declaration, the Bylaws and the Regulations immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any new document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

Section 9.8 Use of Number and Gender. Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

Section 9.9 Non-Liability of Association, Manager and Declarant for Security. Without limitation of any other provision of this Declaration, each Owner and their Tenants, family, guests and invitees, covenant and agree with respect to any and all security services, systems and facilities provided directly or indirectly by Declarant, the Association or the Manager as follows:

9.9.1 Security is the sole responsibility of local law enforcement agencies and individual Owners, their Tenants and their respective guests and invitees. It is acknowledged that the Association has no obligation whatsoever to provide security. Security services, systems and facilities shall be provided at the sole discretion of the Board of Directors. The provision of any security services, systems and facilities at any time shall in no way prevent the Board of Directors thereafter electing to discontinue or temporarily or permanently remove such security services, systems and facilities or any part thereof. Each Owner, at its sole cost and expense, shall provide security for its Unit and appurtenant Limited Common Elements as prudent for the safe and orderly operation of its Unit.

9.9.2 Any third party providers of security services (including those providing maintenance and repair of security systems and facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, directors, committee members, Manager, agents or employees.

9.9.3 Providing of any security services, systems and facilities shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any security service, systems or facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

9.9.4 EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO A UNIT, SHALL BE DEEMED TO HAVE WAIVED, ON BEHALF OF SUCH OWNER AND SUCH OWNER'S OCCUPANTS AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS, TENANTS AND INVITEES, ANY AND ALL CLAIMS, NOW OR HEREAFTER ARISING AGAINST DECLARANT, THE ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, MANAGER, AGENTS, CONTRACTORS, AND EMPLOYEES ARISING OUT OF OR RELATING TO ANY INJURIES, LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INJURY OR DAMAGES CAUSED BY THEFT, BURGLARY, TRESPASS, ASSAULT, VANDALISM OR ANY OTHER CRIME, TO ANY PERSON OR PROPERTY ARISING, DIRECTLY OR INDIRECTLY, FROM THE PROVIDING OR FAILURE TO PROVIDE ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, OR THE DISCONTINUATION, DISRUPTION, DEFECT, MALFUNCTION, OPERATION, REPAIR, REPLACEMENT OR USE OF ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF DECLARANT, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, MANAGER, AGENTS, CONTRACTORS, OR EMPLOYEES.

Section 9.10 DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED IN ANY PURCHASE DOCUMENT BETWEEN DECLARANT AND AN OWNER EXECUTED IN CONNECTION WITH THE SALE OF A UNIT BY DECLARANT TO SUCH OWNER, EACH UNIT CONVEYED BY DECLARANT IS BEING CONVEYED IN ITS "AS IS" AND "WHERE IS" CONDITION, WITH ALL EXISTING DEFECTS (PATENT AND LATENT) AND WITHOUT WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY DECLARANT OR ANY AGENT, EMPLOYEE, MEMBER, OFFICER, PARTNER OR PRINCIPAL OF DECLARANT OR ANY OTHER PARTY AS TO (a) THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE PROPERTY, THE CONDOMINIUM AND THE UNITS, INCLUDING WITHOUT LIMITATION ANY IMPROVEMENTS TO ANY UNIT OR THE COMMON ELEMENTS OR THE CONDITION OF ANY APPLIANCES, WINDOWS, EXTERIOR OR INTERIOR WALLS, FLOORS, ROOF, ELEVATOR SYSTEMS, PUMPS, FIRE AND OTHER BUILDING EMERGENCY SYSTEMS, ELECTRICAL LINES AND SYSTEMS, WATER LINES, HOT WATER HEATERS AND OTHER HVAC AND PLUMBING SYSTEMS, (b) THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE AREAS SURROUNDING OR ADJACENT TO THE PROPERTY, OR (c) ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE COMPLIANCE OF THE PROPERTY, THE CONDOMINIUM AND THE UNITS WITH FEDERAL, STATE OR LOCAL LAWS, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OWNER BY ITS ACCEPTANCE OF A DEED OR OCCUPANCY OF A UNIT AGREES THAT IN NO EVENT SHALL DECLARANT OR ANY AGENT, EMPLOYEE, MEMBER, OFFICER OR PRINCIPAL OF DECLARANT BE RESPONSIBLE OR LIABLE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY OF LAW OR EQUITY, FOR ANY

INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM THE CREATION OF THE CONDOMINIUM OR THE SALE OF A UNIT, AND EACH OWNER BY ITS ACCEPTANCE OF A DEED TO OR OCCUPANCY OF A UNIT EXPRESSLY WAIVES THE RIGHT TO CLAIM, SEEK OR COLLECT ANY SUCH DAMAGES TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN ANY PURCHASE DOCUMENT BETWEEN DECLARANT AND AN OWNER EXECUTED IN CONNECTION WITH THE SALE OF A UNIT BY DECLARANT TO SUCH OWNER.

Section 9.11 Governing Law. THE GOVERNING DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN TRAVIS COUNTY, TEXAS.

## ARTICLE X

### SPECIAL PROVISIONS REGARDING THE GROUND LEASE

Section 10.1 Subordination to Ground Lease. Each Owner, with acceptance of a deed to a Unit, shall be deemed to acknowledge that the Governing Documents are subject and subordinate to the terms and provisions of the Ground Lease, except as otherwise provided in the Ground Lease or the Act.

Section 10.2 Recording Data. The Ground Lease is evidenced by a Memorandum of Ground Lease recorded as Document No. \_\_\_\_\_ of the Official Public Records, Travis County, Texas.

Section 10.3 Expiration Date. The expiration date of the Ground Lease is \_\_\_\_\_.

Section 10.4 Legal Description. The Land is the property subject to the Ground Lease.

Section 10.5 No Redemption Right. The Owners do not have any right to redeem the reversion held by the fee owner of the Land.

Section 10.6 No Right to Remove Improvements. The Owners do not have any right to remove improvements after the expiration or termination of the Ground Lease.

Section 10.7 No Right to Renew. The Owners do not have any right to renew the Ground Lease.

Section 10.8 Execution by Ground Lessors. The Ground Landlord executes this Declaration solely as provided by Section 82.056 of the Act. The Ground Landlord shall have no responsibility for the compliance with any provision of this Declaration and have absolutely no liability or obligation regarding any provision hereof.

Section 10.9 Owner Assumption of Ground Lease Obligations. Each Owner, with acceptance of a deed to a Unit, shall be deemed to assume any and all obligations (including the obligations to pay rent as provided in the Ground Lease to the extent allocated to such Unit as set forth in the Ground Lease Obligation Allocation Chart), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon the "Tenant" pursuant to the Ground Lease and that are applicable to such Unit as provided in this Declaration and the Ground Lease (the "Ground Lease Obligations"). The Ground Lease Obligations shall automatically be obligations, liabilities, limitations, rights, waivers, benefits or burdens of the Owners upon the recordation of this Declaration. This Section 10.9 constitutes the assumption required pursuant to Article XVI of the Ground Lease without any further action.

Section 10.10 Self-Help Regarding Ground Lease Events of Default. In addition to the powers of the Association described in this Declaration, upon any Ground Lease Event of Default, the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, at any non-defaulting Owner's election, such Owner shall have the right to maintain an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection with remedying such Ground Lease Event of Default. Any such amounts shall be assessed against such defaulting Owner and secured by a lien upon such Owner's Unit. Such lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Section 6.4 of this Declaration.

Section 10.11 INDEMNIFICATION RELATING TO GROUND LEASE OBLIGATIONS. EACH OWNER SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER OWNERS, DECLARANT, THE ASSOCIATION AND THE MANAGER FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE INDEMNIFYING OWNER FAILING TO COMPLY WITH ANY GROUND LEASE OBLIGATION.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first set forth above.

DECLARANT:

**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: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of COL-E Saltillo GP, LLC, a Texas limited liability company, general partner of Plaza Saltillo TOD, LP, a Delaware limited partnership, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

ATTACHED EXHIBITS:

- Exhibit A – Legal Description of Land
- Exhibit B – Map
- Exhibit C – Ground Lease Obligation Allocation Chart

The undersigned Ground Landlord under the Ground Lease hereby consents to this Declaration in accordance with Section 10.8 of this Declaration.

**GROUND LANDLORD:**

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

By: \_\_\_\_\_  
Linda Watson, President/CEO

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kerri L. Butcher, Chief Counsel

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
201\_\_\_, by Linda Watson, President/CEO of Capital Metropolitan Transportation Authority, a  
public political subdivision of the State of Texas, on behalf of said subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

**EXHIBIT B**

MAP

[Attached Hereto]



**EXHIBIT C**

**GROUND LEASE OBLIGATION ALLOCATION CHART**

<b><u>Ground Lease Reference</u></b>	<b><u>Retail Unit</u></b>	<b><u>Residential Unit</u></b>	<b><u>Residential Unit</u></b>	<b><u>Office Unit</u></b>	<b><u>Senior Unit</u></b>
Section 3.2 ("Base Rent"). Each Owner shall pay annual Base Rent to the Association in quarterly installments, in advance and no later than 15 days prior to the end of such calendar quarter, in the following amounts:	Lease Year 1: \$530,000.00	Lease Year 1: \$_____.00 [\$1,000,000.00 to be allocated between both Residential Units]	Lease Year 1: \$_____.00 [\$1,000,000.00 to be allocated between both Residential Units]	Lease Year 1: \$180,000.00	Lease Year 1: \$95,000.00
The Association shall pay to the Ground Landlord the Base Rent on the first day following the end of each calendar quarter.	Lease Year 2: \$545,900.00	Lease Year 2: \$_____.00 [\$1,030,000.00 to be allocated between both Residential Units]	Lease Year 2: \$_____.00 [\$1,030,000.00 to be allocated between both Residential Units]	Lease Year 2: \$185,400.00	Lease Year 2: \$97,850.00
	Lease Year 3: \$562,277.00	Lease Year 3: \$_____.00 [\$1,060,900.00 to be allocated between both Residential Units]	Lease Year 3: \$_____.00 [\$1,060,900.00 to be allocated between both Residential Units]	Lease Year 3: \$190,962.00	Lease Year 3: \$100,785.50
	Lease Year 4: \$579,145.31	Lease Year 4: \$_____.00 [\$1,092,727.00 to be allocated between both Residential Units]	Lease Year 4: \$_____.00 [\$1,092,727.00 to be allocated between both Residential Units]	Lease Year 4: \$196,690.86	Lease Year 4: \$103,809.07
	Lease Year 5: \$596,519.67	Lease Year 5: \$_____.00 [\$1,125,508.81 to be allocated between both Residential Units]	Lease Year 5: \$_____.00 [\$1,125,508.81 to be allocated between both Residential Units]	Lease Year 5: \$202,591.59	Lease Year 5: \$106,923.34

\*Any capitalized terms used, but not defined in this Exhibit C shall have the meanings assigned to such terms in the Ground Lease.

<u>Ground Lease Reference</u>	<u>Retail Unit</u>	<u>Residential Unit</u>	<u>Residential Unit</u>	<u>Office Unit</u>	<u>Senior Unit</u>
	No obligation for Project Component Adjustment	Plus ___% of Project Component Adjustment relating to residential units	Plus ___% of Project Component Adjustment relating to residential units	Plus 100% of Project Component Adjustment relating to commercial space	No obligation for Project Component Adjustment
	Years 6-99: \$596,519.67 plus the applicable NOI Base Rent Increase.	Years 6-99: \$_____.00 [ <b>\$1,125,508.81</b> to be allocated between both Residential Units] plus the applicable NOI Base Rent Increase.	Years 6-99: \$_____.00 [ <b>\$1,125,508.81</b> to be allocated between both Residential Units] plus the applicable NOI Base Rent Increase.	Years 6-99: \$202,591.59 plus the applicable NOI Base Rent Increase. <i>**Allocation based on the assumption that the Office Unit will be at least 120,000 square feet</i>	Years 6-99: \$106,923.34 plus the applicable NOI Base Rent Increase.
Section 3.3 ("Percentage Rent"). During the Term of the Ground Lease, within 45 days following the end of each six-month period, the Retail Unit Owner shall pay to the Association the Percentage Rent. Within 60 days following the end of each six-month period, the Association shall pay to the Ground Landlord the Percentage Rent.	Must Comply	Must Comply (if and to the extent applicable)	Must Comply (if and to the extent applicable)	Must Comply (if and to the extent applicable)	Must Comply (if and to the extent applicable)
Section 3.5 ("Reporting"). Within 15 days following the end of each Lease Year, each Owner shall promptly deliver to the Association all reports required to be delivered in accordance with the Ground Lease. The Association shall compile and deliver all of the Owners' reports to the Ground Landlord within 45 days following the end of each Lease Year.	Must Comply	Must Comply	Must Comply	Must Comply	Must Comply
Section 7.6 ("Affordable Housing").	No Obligations	Must Comply	Must Comply	No Obligations	Must Comply

<u>Ground Lease Reference</u>	<u>Retail Unit</u>	<u>Residential Unit</u>	<u>Residential Unit</u>	<u>Office Unit</u>	<u>Senior Unit</u>
Article VIII ("Hazardous Materials"). The Association shall remain responsible for all General Common Elements and all Limited Common Elements that are used by two or more Owners.	100% for Unit and single use Limited Common Elements appurtenant to Unit	100% for Unit and single use Limited Common Elements appurtenant to Unit	100% for Unit and single use Limited Common Elements appurtenant to Unit	100% for Unit and single use Limited Common Elements appurtenant to Unit	100% for Unit and single use Limited Common Elements appurtenant to Unit
Section 9.1 ("Taxes"). Each Owner shall timely pay all taxes assessed against such Owner's Unit.	Must Comply and pay taxes assessed against the Retail Unit	Must Comply and pay taxes assessed against Residential Unit	Must Comply and pay taxes assessed against Residential Unit	Must Comply and pay taxes assessed against the Office Unit	Must Comply and pay taxes assessed against the Senior Unit

**EXHIBIT O**

Form of Estoppel Certificate

[Attached]

**EXHIBIT O**

Form of Estoppel Certificate

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Ground Lease for Plaza Saltillo between CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, as landlord, and PLAZA SALTILLO TOD, LP, as tenant, dated \_\_\_\_\_, 2017 (as amended, the "Lease")

*[Note: To be modified as appropriate for purchaser or tenant of or lender secured by individual Master Unit.]*

Ladies and Gentlemen:

The undersigned is the current holder of all of the rights and interests of the *[landlord]* *[tenant]* under the Lease. In consideration of the sum of Ten Dollars (\$10.00) paid to the undersigned, the receipt and legal sufficiency of which are hereby acknowledged and confessed, the undersigned hereby certifies to \_\_\_\_\_ effective as of the date written above as follows (words with initial capital letters used but not defined herein shall have the respective meanings ascribed to them in the Lease):

1. Capital Metropolitan Transportation Authority, a public political subdivision of the State of Texas ("**Landlord**"), is the current landlord under the Lease. Plaza Saltillo TOD, LP, a Delaware limited partnership ("**Tenant**"), is the current tenant under the Lease.

2. A true, correct and complete copy of the Lease, together with all amendments thereto, is attached hereto as Exhibit A. The Lease is otherwise unmodified and in full force and effect. There are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the Property other than those set forth in the Lease *[and the Master Development Agreement between Landlord and Tenant dated \_\_\_\_\_, 2017 (the "MDA")]*. The undersigned has not *[given to] [received from]* the other party any notice of termination under the Lease.

3. Tenant is the holder of the rights and interests of the tenant under the Lease.

4. Landlord is the holder of the rights and interests of the landlord under the Lease.

5. No Event of Default has occurred and, to the actual knowledge of the undersigned, no breach by Landlord or Tenant exists under the Lease, and no facts or circumstances exist that, with the passage of time, the giving of notice (or both), will or could

constitute an Event of Default, or breach under the Lease. The undersigned has not made a claim against the other party alleging such party's default under the Lease.

6. Base Rent in the amount of \$\_\_\_\_\_ has been paid through and including \_\_\_\_\_, and Percentage Rent in the amount of \$\_\_\_\_\_ has been paid through and including \_\_\_\_\_.

7. The Lease Commencement Date is \_\_\_\_\_, 2017. The Rent Commencement Date is \_\_\_\_\_, 20\_\_\_. The Term expires on \_\_\_\_\_, 20\_\_.

8. The party executing this estoppel on behalf of the undersigned represents that he/she has been authorized to do so. This estoppel may be relied upon by the addressee(s) and it/their successors and assigns.

EXECUTED to be effective as of the date first written above.

[LANDLORD] [TENANT]:

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT A**  
**to**  
**EXHIBIT O**

Copy of Lease



## EXHIBIT P

### Additional Legal Requirements

#### NON-DISCRIMINATION, AMERICANS WITH DISABILITIES ACT

- All Legal Requirements prohibiting exclusion of persons from participation in, denial to persons of benefits of, or discrimination against persons on the grounds of race, color, national origin, age, sex, handicap or for any other reason prohibited by applicable laws and regulations, including, without limitation, 49 CFR Section 26.7(a), 49 CFR 27.7, 49 CFR 27.9(b) and 49 CFR Section 37.101, in the use of the Land.
- All applicable provisions of Public Law 101-336, Americans with Disabilities Act of 1990.

#### SUSPENSION AND DEBARMENT

- All Legal Requirements applicable to Tenant or the Project pertaining to debarment, suspension or exclusion from eligibility to receive federal funds from any federal department or agency of the United States.

#### PURCHASE OR LEASE OF VEHICLES

- To the extent applicable, the provisions of 49 CFR 37.101 pertaining to the purchase or lease of vehicles.

## EXHIBIT Q

### Pre-Commencement Project Instruments

1. Drainage Easement with Permitted Obstructions and Required Maintenance (Site Plan 2015-0479C) recorded on or about the date hereof.
2. Declaration of Drainage Easement and Restrictive Covenant regarding the Maintenance of Drainage Facilities for Plaza Saltillo (Blocks A-C) recorded on or about the date hereof.
3. Declaration of Drainage Easement and Restrictive Covenant regarding the Maintenance of Drainage Facilities for Plaza Saltillo (Blocks D-E) recorded on or about the date hereof.
4. Subsurface Pond Maintenance Plan and Restrictive Covenant recorded on or about the date hereof.
5. Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance (Attayac Paseo, Portion of Block 4 and Portion of Block 5) recorded on or about the date hereof.
6. Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance (Medina Paseo) recorded on or about the date hereof.
7. Public Access Easement with Permitted Obstructions and Required Maintenance (Site Plan 2015-0480C) recorded on or about the date hereof.
8. Water Lines Easement recorded on or about the date hereof.
9. Electric Distribution Utility Easement recorded on or about the date hereof.
10. Restrictive Covenant Regarding Affordable Housing Requirements for the Plaza Saltillo Project recorded on March 9, 2017, as Document No. 2017038445 in the Official Public Records of Travis County, Texas.
11. Restrictive Covenant recorded on May 11, 2017, as Document No. 2017075249 in the Official Public Records of Travis County, Texas.

## EXHIBIT R

### Form of Base Rent Memo

This Base Rent Memo is entered into pursuant to that certain Ground Lease dated May 24, 2017 (the “Lease”), by and between CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas, as Landlord, and PLAZA SALTILLO TOD, LP, a Delaware limited partnership, as Tenant. Capitalized terms used herein shall have the same meanings ascribed to such terms as set forth in the Lease.

The undersigned hereby agree and confirm to the following:

The Actual Project Components of the Project consist of the following: (A) \_\_\_\_\_ rentable square feet of space for Residential Units; (B) \_\_\_\_\_ rentable square feet of Commercial Space to be leased to retail users; and (C) \_\_\_\_\_ rentable square feet of Commercial Space to be leased for office users.

The Project Component Base Rent Increase calculated pursuant to Section 3.2(c)(ii) of the Lease is as follows:

Project Component	Number of rentable Square Feet	Project Component Adjustment	Project Component Base Rent Increase
Residential Units	_____	\$2.025	\$ _____
Commercial Space – Retail	_____	\$1.50	\$ _____
Commercial Space – Office (up to, and including, 120,000 rentable square feet)	_____	\$1.50	\$ _____
Commercial Space – Office (in excess of 120,000 rentable square feet)	_____	\$2.00	\$ _____

The PCA Reduction Amount calculated pursuant to Section 3.2(c)(iii) is equal to \$ \_\_\_\_\_.

After giving effect to the Project Component Base Rent Increase and the PCA Reduction Amount, the annual Base Rent for the first five (5) Lease Years is as follows:

Lease Year	Period	Annual Base Rent Amount
1	10/1/2019-12/31/2020	\$ *
2	1/1/2021-12/31/2021	\$ _____
3	1/1/2022-12/31/2022	\$ _____
4	1/1/2023-12/31/2023	\$ _____
5	1/1/2024-12/31/2024	\$ _____

\* Pursuant to Section 1.5 of the MDA, \$100,000.00 previously paid by Tenant to Landlord will be applied against the first payment of Base Rent on the Rent Commencement Date.

Pursuant to Section 3.2(c)(ix) of the Lease, the annual Base Rent during the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) Lease Years will increase by the applicable NOI Base Rent Increases, but in no event will be less than as follows:

Lease Year	Period	Minimum Annual Base Rent Amount
6	1/1/2025-12/31/2026	\$
7	1/1/2027-12/31/2027	\$
8	1/1/2028-12/31/2028	\$
9	1/1/2029-12/31/2029	\$
10	1/1/2030-12/31/2030	\$

Tenant [*is/is not*] entitled to abatement of a portion of Base Rent in the amount of the Affordable Housing Abatement Amount pursuant to 3.2(c)(vii) of the Lease. *The Affordable Housing Abatement Amount will be abated as follows:*

Lease Year	Period	Quarterly Affordable Housing Abatement Amount
1 & 2*	<i>Rent Commencement Date</i>	\$ _____ *
	/ /20 - / /20	\$
	/ /20 - / /20	\$
	/ /20 - / /20	\$
	/ /20 - / /20	\$
	/ /20 - / /20	\$

[\*The abatement of the quarterly amounts will applied one time against or returned from Pre-paid Rent in the aggregate amount of \$ \_\_\_\_\_.]

**Landlord:**

**Tenant:**

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

PLAZA SALTILLO TOD, LP, a Delaware  
limited partnership

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_