



DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT
REGARDING UNIFIED DEVELOPMENT
AND MAINTENANCE OF DRAINAGE FACILITIES

This Restrictive Covenant regarding unified development and maintenance of drainage facilities for Hanover South Lamar, (the "Restrictive Covenant"), is executed this on NOVEMBER 13, 2012, by South Lamar Apartments Limited Partnership, ("Declarant") and is as follows:

50 PGS

RECITALS

- A. South Lamar Apartments Limited Partnership owns land particularly described as 1.106 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174263 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT A** ("Tract One"); and 0.506 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174263 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT B** ("Tract Two") and 0.422 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174265 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT C** ("Tract Three"); and 3,254 square feet out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174265 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT D** ("Tract Four"); and 0.435 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174266 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT E** ("Tract Five"); and 3,251 square feet out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174266 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT F** ("Tract Six"); and 0.494 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174264 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT G** ("Tract Seven"); and 0.503 acres out the Isaac Decker League Abstract No. 8 described in the Warranty Deed recorded as Document No. 2012174267 of the Official Records of Travis County, Texas and which is more particularly described in the attached and incorporated herein as **EXHIBIT H** ("Tract Eight"). Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, and Tract Eight are collectively referenced as the "Property".

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

Facilities. The term "Facilities" means those drainage facilities that convey and receive stormwater runoff from the Property and that are described on **EXHIBIT I**, attached hereto and incorporated by reference.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development/single site. Any proposed modifications to Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, or Tract Eight, or any portion of any Tract will be construed as a modification to a single site, requiring review of Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, and Tract Eight in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.
3. Easement to the Owners. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement,

upgrade and repair, as applicable, of the Facilities in, upon and across portions of the Property as more particularly described in **EXHIBIT J** attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Owners and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

4. Easement to the City of Austin. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City of Austin, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Planning and Development Review Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

5. Maintenance. The Owners shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities. Each Owner is jointly and severally liable for the maintenance of the Facilities.
6. Notice of City Entry. The City shall give the Owners thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading, or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without prior written notification for the purpose of monitoring and inspection only.
7. Joint Access. Joint access must be provided between Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, and Tract Eight on Site Plan No. SP-2012-0064C, over an area more particularly described in **EXHIBIT K**, attached and incorporated by reference. The joint access must allow

pedestrian and/or vehicular traffic to move freely to the adjacent public right-of-way, or between Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, and Tract Eight, or both. Any change of any aspect of Tract One, Tract Two Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, or Tract Eight may not interfere with this joint access. Each Owner is responsible or liable for maintaining the Owner's property contained within the access area described in **EXHIBIT K** in such a manner as to provide the required joint access.

8. Parking. All parking for developments within Site Plan No. SP-2012-0064C must be reciprocal. In this Restrictive Covenant, "reciprocal parking" means that the parking within Site Plan No SP-2012-0064C must serve Tract One, Tract Two, Tract Three Tract Four, Tract Five, Tract Six, Tract Seven, and Tract Eight. Any change of any aspect of Tract One, Tract Two, Tract Three, Tract Four, Tract Five, Tract Six, Tract Seven, or Tract Eight may not interfere with the reciprocal parking agreement between the Tracts. Each Owner is responsible and liable for maintaining the Owner's property to allow the required reciprocal parking.
9. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
10. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
11. Conveyance. Intentionally Omitted.
12. General Provisions.
 - A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such

conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

- B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 12(K), this Restrictive Covenant remains in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or

otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

- J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Planning and Development Review Department of the City of Austin or successor department; and (b) all of the Owners of the Property at the time of the modification, amendment, or termination.

(remainder of page intentionally left blank)

Executed to be effective on November 13, 2012

DECLARANT: SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP, a Delaware limited partnership

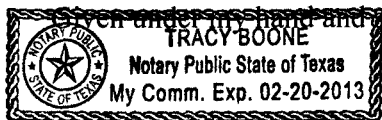
By: SLJV G.P. LLC, a Delaware limited liability company, its general partner

By: Kathy K. Binford
Kathy K. Binford, Vice President

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me Tracy Boone, Notary Public, on this day personally appeared Kathy K. Binford, Vice President of SLJV G.P. LLC, a Delaware limited liability company, as general partner of South Lamar Apartments Limited Partnership, a Delaware limited partnership, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes and consideration therein expressed.



at my office on November 13, 2012

Tracy Boone
Notary Public, State of TEXAS

ACCEPTED: PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: [Signature]
Name: Dana Galati
Title: Senior Planner

APPROVED AS TO FORM:

By: [Signature]
Name: Sharon J. Smith
Assistant City Attorney

**LIENHOLDER CONSENT TO GRANT OF DECLARATION OF
EASEMENTS AND RESTRICTIVE COVENANT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

Recitals:

South Lamar Apartments Limited Partnership, a Delaware limited partnership, is the Owner (called "Owner", whether one or more) of the following property:

That tracts of land situated in Travis County, Texas described in the attached and incorporated **EXHIBIT "A"** ("Property").

BOKF, NA, a national banking association doing business as Bank of Texas, in its capacity as Administrative Agent for the ratable benefit of itself and the other Lenders ("Lienholder") holds a lien against the Property under the following described documents:

Deed of Trust and Security Agreement (With Collateral Assignment of Rents) dated **October 15, 2012**, from **South Lamar Apartments Limited Partnership to John Girard**, Trustee, securing the payment of the promissory notes of even date each payable to the order of a Lender in the aggregate principal amount of **\$46,321,821.00**, of record in Document Number **2012174293**, of the Official Public Records of Travis County, Texas.

Owner has granted to the City of Austin ("City") a Declaration of Easements and Restrictive Covenant against and running with the Property pursuant to the instrument to which this consent is attached.

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. Lienholder, consents to the grant of the Declaration of Easements and Restrictive Covenant against and running with the Property, pursuant to the instrument which is attached hereto and executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on the Property to the rights and interests of the City, its successors and assigns, created by and pursuant to the Declaration of Easements and Restrictive Covenant, and any foreclosure of its liens will not extinguish City's rights and interests in the Property created by and pursuant to the attached Declaration of Easements and Restrictive Covenant.

3. **Lienholder** affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on 11/15, 2012.

BOKF, NA, a national banking association, doing business as Bank of Texas, in its capacity as Administrative Agent for the ratable benefit of itself and the other Lenders

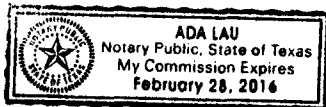
By: [Signature]
Name: JASON C. WALKER
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me Ada Lau (Notary name), Notary Public, on this day personally appeared Jason C. Walker (signer's name), Senior Vice President (title) of **BOKF, NA, a national banking association, doing business as Bank of Texas, in its capacity as Administrative Agent for the ratable benefit of itself and the other Lenders**, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of November, 2012.



[Signature]
Notary Public, State of TEXAS

[Handwritten Signature]

AFTER RECORDING, RETURN TO:

City of Austin
Department of Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name: 2012 Hanover South Lamar
Attn: Donna Galati
Site Plan No. SP-2012-0064C

1.106 ACRE
809 SOUTH LAMAR BLVD.
THE HANOVER COMPANY

FN. NO. 12-412(MLT)
OCTOBER 23, 2012
BPI JOB NO. R010798110004

**EXHIBIT A
DESCRIPTION**

OF A 1.106 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.106 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.106 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pipe found in the curving easterly right-of-way line of South Lamar Boulevard (R.O.W. varies), being the northwesterly corner of that certain 0.506 acre tract of land conveyed to South Lamar Apartments Limited Partnership by deed of record in Document No. 2012174263 of said Official Public Records and the southwesterly corner of said 1.106 acre tract of land, for the southwesterly corner hereof;

THENCE, along said curving easterly right-of-way line of South Lamar Boulevard, being the westerly line of said 1.106 acre tract of land, for the westerly line hereof, the following two (2) courses and distances:

- 1) Along a curve to the right, having a radius of 1393.47 feet, a central angle of $03^{\circ}04'19''$, an arc length of 74.71 feet and a chord which bears, $N45^{\circ}27'24''E$, a distance of 74.70 feet to an "X"-cut found at the end of said curve;
- 2) $N47^{\circ}13'11''E$, a distance of 100.35 feet to a 1/2 inch iron rod found at the southwesterly corner of that certain 0.378 acre tract of land conveyed to 801, Ltd. by deed of record in Document No. 2002207417 of said Official Public Records, being the northwesterly corner of said 1.106 acre tract of land and for the northwesterly corner hereof;

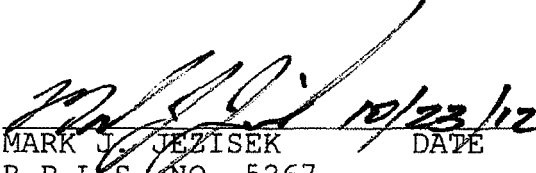
THENCE, $S60^{\circ}31'10''E$, leaving the easterly right-of-way line of South Lamar Boulevard, along the southerly line of said 0.378 acre tract of land, being the northerly line of said 1.106 acre tract of land, for the northerly line hereof, a distance of 253.55 feet to an iron pipe found in the westerly right-of-way line of the International and Great Northern Railroad (100' R.O.W.), for the southeasterly corner of said 0.378 acre tract of land and the northeasterly corner of said 1.106 acre tract of land, and for the northeasterly corner hereof;

THENCE, S25°40'49"W, along the westerly right-of-way line of said Railroad, being the easterly line of said 1.106 acre tract of land, for the easterly line hereof, a distance of 170.14 feet to a 1/2 inch iron rod with cap set for the northeasterly corner of said 0.506 acre tract of land, and for the southeasterly corner of said 1.106 acre tract of land and for the southeasterly corner hereof;

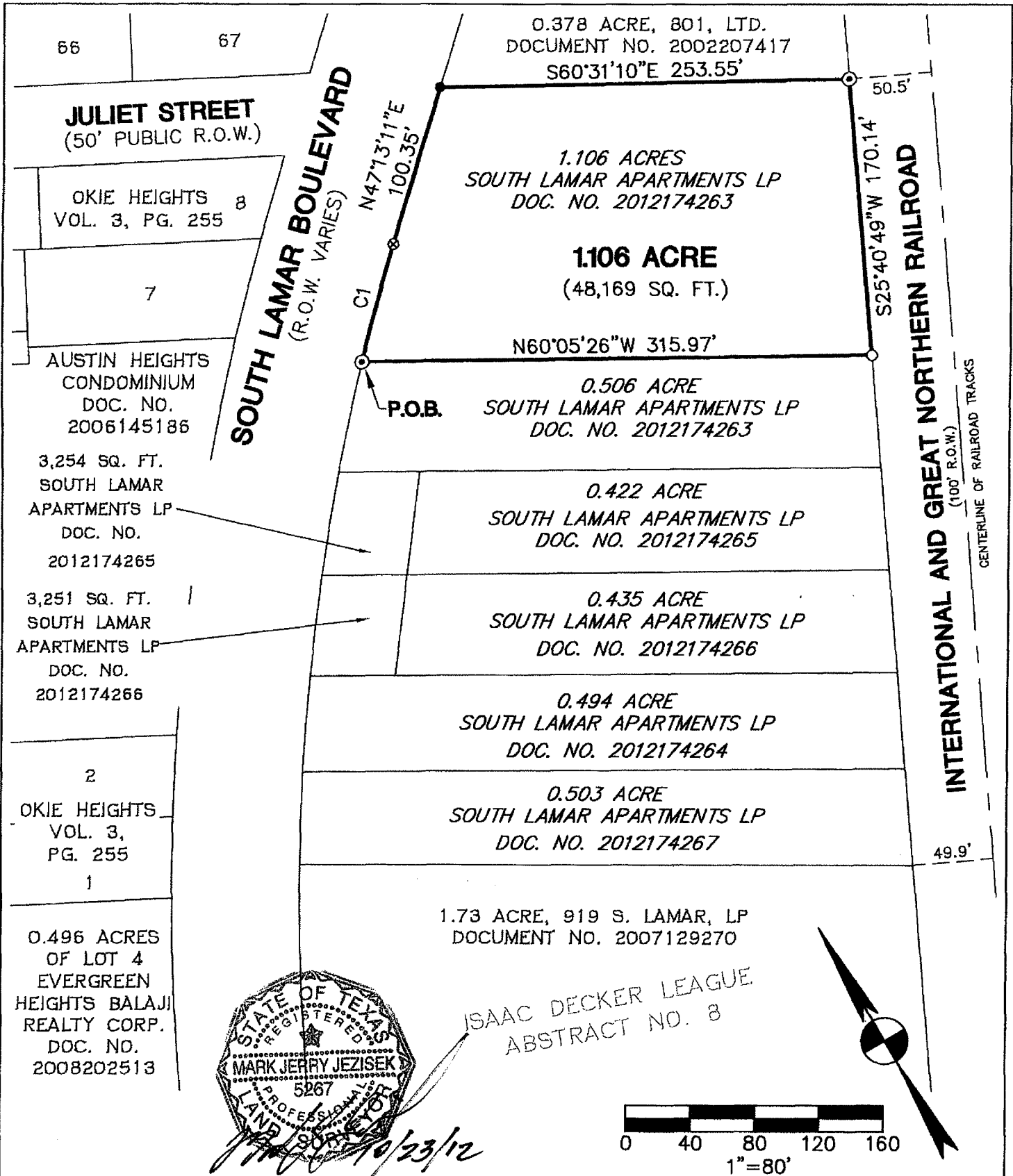
THENCE, N60°05'26"W, along the northerly line of said 0.506 acre tract of land, being the southerly line of said 1.106 acre tract of land, for the southerly line hereof, a distance of 315.97 feet to the **POINT OF BEGINNING**, and containing 1.106 acre (48,169 square feet) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

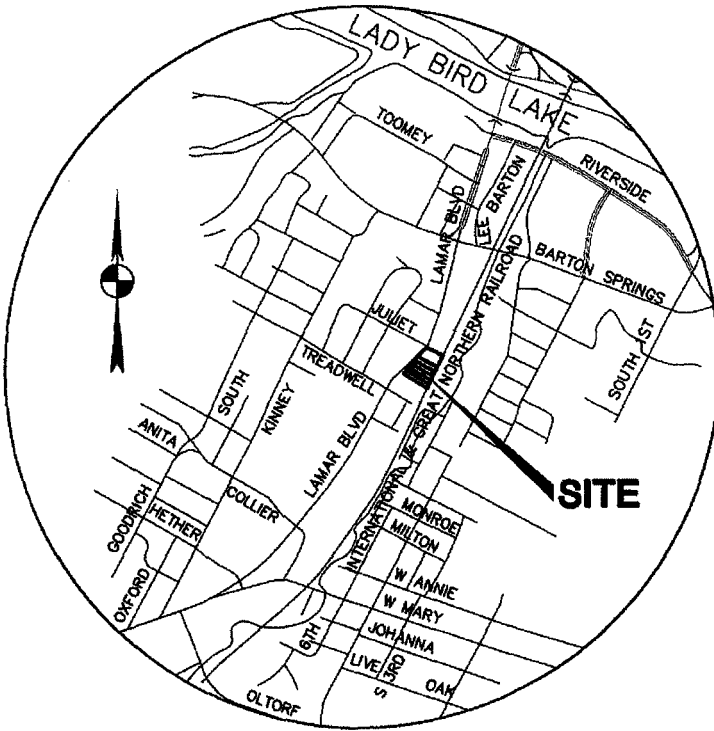
BURY & PARTNERS, INC.
221 WEST SIXTH ST., SUITE 600
AUSTIN, TEXAS 78701


MARK J. JEZISEK DATE 10/23/12
R.P.L.S. NO. 5267
STATE OF TEXAS



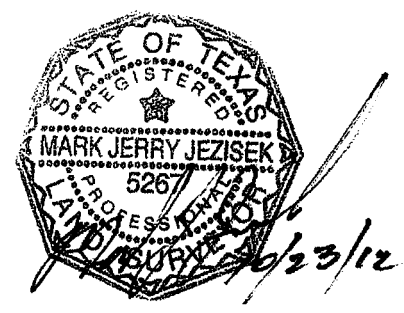


<p>Bury+Partners</p> <p>221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512)328-0011 Fax (512)328-0325 Bury+Partners, Inc. © Copyright 2012</p>	<p>SKETCH TO ACCOMPANY DESCRIPTION</p> <p>OF A 1.106 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.106 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p>THE HANOVER COMPANY</p>
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VICINITY MAP
N.T.S.

- LEGEND**
- 1/2" IRON ROD FOUND
(UNLESS NOTED)
 - 1/2" IRON ROD WITH CAP SET
 - ⊗ "X"-CUT FOUND
 - ⊙ IRON PIPE FOUND
 - P.O.B. POINT OF BEGINNING



CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	03°04'19"	1393.47'	74.71'	74.70'	N45°27'24"E

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK. REFERENCED TO CITY OF AUSTIN MONUMENTS: H-20-1001, H-20-1002, AND H-22-3002.

Bury+Partners
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512)328-0011 Fax (512)328-0325
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SKETCH TO ACCOMPANY DESCRIPTION
 OF A 1.106 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.106 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

THE HANOVER COMPANY

0.506 ACRE
811 SOUTH LAMAR BLVD.
THE HANOVER COMPANY

FN. NO. 12-411 (MLT)
OCTOBER 23, 2012
BPI JOB NO. R010798110004

**EXHIBIT B
DESCRIPTION**

OF A 0.506 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.506 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.506 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pipe found in the curving easterly right-of-way line of South Lamar Boulevard (R.O.W. varies), being the southwesterly corner of that certain 1.106 acre tract of land conveyed to South Lamar Apartments Limited Partnership by deed of record in Document No. 2012174263 of said Official Public Records and the northwesterly corner of said 0.506 acre tract of land, for the northwesterly corner hereof;

THENCE, S60°05'26"E, leaving the easterly right-of-way line of South Lamar Boulevard, along the southerly line of said 1.106 acre tract of land, being the northerly line of said 0.506 acre tract of land, for the northerly line hereof, a distance of 315.97 feet to a 1/2 inch iron rod with cap set in the westerly right-of-way line of the International and Great Northern Railroad (100' R.O.W.), for the southeasterly corner of said 1.106 acre tract of land and the northeasterly corner of said 0.506 acre tract of land, for the northeasterly corner hereof;

THENCE, S25°40'49"W, along the westerly right-of-way line of said Railroad, being the easterly line of said 0.506 acre tract of land, for the easterly line hereof, a distance of 68.50 feet to a 1/2 inch iron rod with cap set for the northeasterly corner of that certain 0.422 acre tract of land conveyed to South Lamar Apartments Limited Partnership by deed of record in Document No. 2012174265 of said Official Public Records, being the southeasterly corner of said 0.506 acre tract of land, for the southeasterly corner hereof;

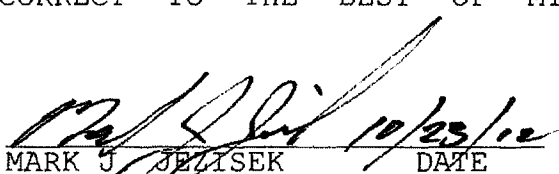
THENCE, N59°50'53"W, along the northerly line of said 0.422 acre tract of land and the northerly line of that certain 3,254 square foot tract of land conveyed to South Lamar Apartments Limited Partnership by deed of record in Document No. 2012174265 of said Official Public Records, being the southerly line of said 0.506 acre tract of land, for the southerly line hereof, a distance of 335.98 feet to a nail found in said curving easterly right-of-way line of South Lamar Boulevard, being the northwesterly corner of said 3,254 square foot tract of land and the southwesterly corner of said 0.506 acre tract of land, for the southwesterly corner hereof;

FN 12-411 (MLT)
OCTOBER 23, 2012
PAGE 2 OF 2

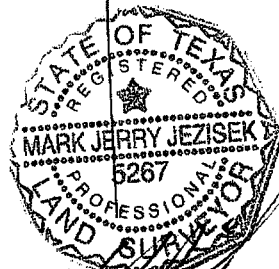
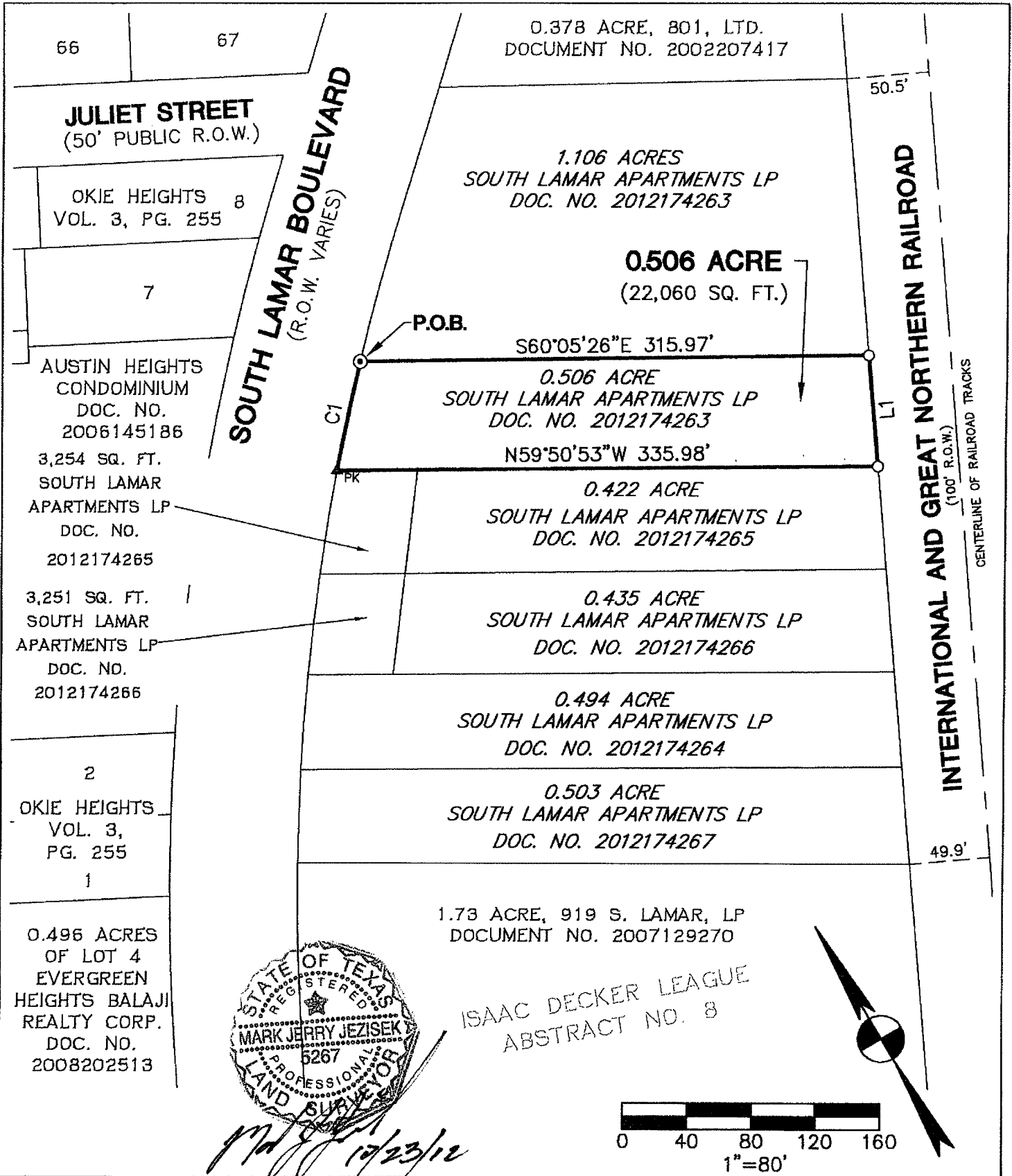
THENCE, along said curving easterly right-of-way line of South Lamar Boulevard, being the westerly line of said 0.506 acre tract of land, for the westerly line hereof, along a curve to the right, having a radius of 1393.47 feet, a central angle of $02^{\circ}49'07''$, an arc length of 68.55 feet and a chord which bears, $N42^{\circ}30'41''E$, a distance of 68.55 feet to the **POINT OF BEGINNING**, and containing 0.506 acre (22,060 square feet) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

BURY & PARTNERS, INC.
221 WEST SIXTH ST., SUITE 600
AUSTIN, TEXAS 78701

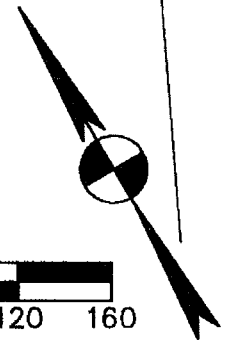
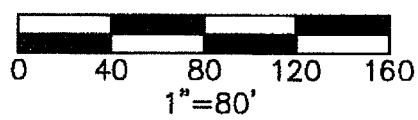

MARK J. JEZISEK DATE
R.P.L.S. NO. 5267
STATE OF TEXAS



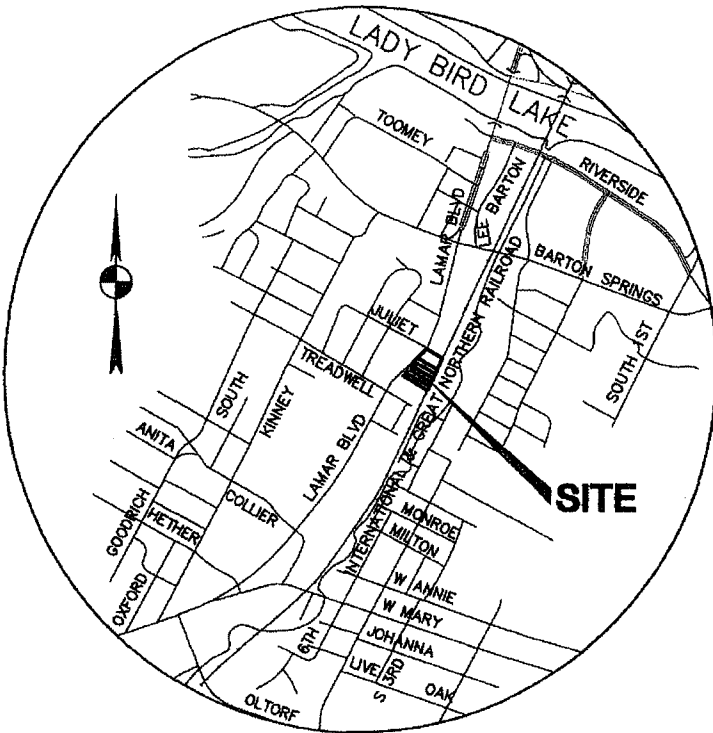


ISAAC DECKER LEAGUE
ABSTRACT NO. 8

MLT
10/23/12



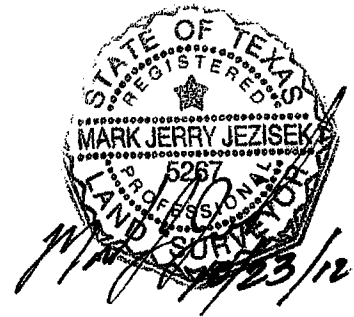
<p>Bury+Partners 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512)328-0011 Fax (512)328-0325 Bury+Partners, Inc. © Copyright 2012</p>	<p>SKETCH TO ACCOMPANY DESCRIPTION OF A 0.506 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.506 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p>THE HANOVER COMPANY</p>
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VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD WITH CAP SET
- ▲_{PK} NAIL FOUND
- ⊙ IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING



LINE TABLE

NO.	BEARING	DISTANCE
L1	S25°40'49"W	68.50'

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	02°49'07"	1393.47'	68.55'	68.55'	N42°30'41"E

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK. REFERENCED TO CITY OF AUSTIN MONUMENTS: H-20-1001, H-20-1002, AND H-22-3002.

Bury+Partners

221 West Sixth Street, Suite 600
Austin, Texas 78701
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SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.506 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE ABSTRACT NO. 8, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.506 ACRE TRACT OF LAND CONVEYED TO SOUTH LAMAR APARTMENTS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2012174263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

THE HANOVER COMPANY

DATE: 10/23/12	FILE: H:\107981\004\107981004EX15.DWG	FN No.: FN12-411(MLT)	DRAWN BY: MLT	PROJ. No: R0107981-10004
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