



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is entered into by and between **POST PAGGI, LLC**, a Delaware limited liability company, its successors or assigns ("Declarant"), and **BRIDGES ON THE PARK CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, its successors or assigns ("BOTP"), as of the 22 day of August, 2013.

RECITALS

WHEREAS, Declarant owns the tract of land described in City of Austin Zoning Case No. C814-2012-0160 (the "Property", more particularly described on Exhibit "A");

WHEREAS, Declarant also owns the adjoining property (the "Paggi House Property", more particularly described on Exhibit "B");

WHEREAS, Declarant intends to redevelop the Property, and, in order to do so, is seeking "Planned Unit Development (PUD)" zoning from the City of Austin in Zoning Case No. C814-2012-0160 (the "Zoning Case");

WHEREAS, Declarant intends to redevelop the Property utilizing zoning entitlements and site development regulations available upon approval of the Zoning Case, which zoning entitlements and site development regulations in some cases exceed existing zoning entitlements and site development regulations, including, but not limited to, the existing maximum height of sixty (60) feet available under the current CS and CS-V zoning classification (the "New Project"); and

WHEREAS, upon the effective date of the rezoning of the Property to the PUD zoning classification by the City of Austin, and subject to all of the terms and conditions of this Declaration, Declarant has voluntarily agreed to establish certain restrictive covenants, which are described herein, in connection with the potential redevelopment of the Property to a height exceeding sixty (60) feet;

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

I. DECLARATIONS

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

- a. South Lamar Boulevard: The building setback will be eight feet (8'-0") at the ground floor stair tower located near the southwest corner of the Property adjacent to South Lamar Boulevard. Additionally, the setback will

be eleven feet (11'-0") for the remainder of the South Lamar Boulevard frontage at the ground floor level (i.e., the first level above grade that is heated and cooled). All exterior building columns, sidewalks, railings and similar pedestrian and landscape features are not included in this setback requirement. The setback will be eight feet (8'-0") for all floors above the first level and between the southwestern corner of the Property adjacent to South Lamar Boulevard and a point one hundred feet (100'-0") north of such southwestern corner (the "100' Point") and zero feet (0'-0") for all floors above the first level and north of the 100' Point. The setback described above for floors above the first level and between the southwestern corner of the Property and the 100' Point shall not be applicable to balconies or canopies or similar improvements other than the primary westerly structural wall of the project in that location;

- b. Riverside Drive: Zero (0'-0");
- c. Lee Barton Drive: Zero (0'-0"); and
- d. Rear (i.e., adjacent to the BOTP project): Zero (0'-0"), except as noted in Section 1.2 (*Design and Other Setbacks*) below.

1.2 Design and Other Setbacks. The following design characteristics shall be applicable to the Project:

- a. The Project will utilize a "U-shaped" design with the open portion of the "U" facing in a southerly direction. The open portion of the "U" will be on the second level of the above-grade structure and above, and the second level of the above-grade structure will be a private courtyard and amenity deck.
- b. The Project will have two basic building blocks described as follows:
 - (i) The first building block will have a maximum height of ninety-six feet (96'-0") and will be situated (A) along the entire length of the Project's South Lamar Boulevard edge; (B) along the entire length of the Project's Riverside Drive edge; and (C) along the Project's Lee Barton Drive edge generally from the Project's Riverside Drive edge to a point no closer than forty feet (40'-0") at floor levels two (2) and three (3) and no closer than forty-eight feet (48'-0") at floor levels four (4) and above (excluding balconies) from the Project's southern property line along Lee Barton Drive; and
 - (ii) The second building block will have a maximum height of seventy-eight feet (78'-0") and will be (A) on the exterior side of the "U"; (B) situated along a portion of the Project's Riverside Drive edge (although it will not extend all the way to the Project's South Lamar

Boulevard edge), wrapping the Project's Riverside Drive/Lee Barton Drive corner, and extending along the Project's Lee Barton Drive edge to a point no closer to the southern property line of the Property than the terminus of the first building block described in subpart (i) above.

- c. The area on the Lee Barton Drive edge between the southern property line of the Property and the southern edge of the two (2) building blocks described in paragraph b above may not be fully enclosed, but it may contain a roof or shelter structure as long as such roof or shelter structure is no higher than thirty-five feet (35'-0"). The terms of the restriction in this subpart c shall have no application to elevators, mechanical equipment, landscaping, outdoor furniture, grills or similar items.
- d. The most southerly vertical structure of the Project (i.e., the wall closest to the existing Bridges on the Park project) will have the following characteristics:
 - (i) The portion of such wall from the Property's southwestern corner (i.e., adjacent to South Lamar Boulevard) to a point directly across from the easternmost edge of the existing recessed window on the most northerly face of the Bridges on the Park Project (the "Measuring Point") must (A) be set back at least seven and one-half feet (7'-6") from the Property's most southerly property line at the Measuring Point location (the "Setback Location") and (B) extend in generally a straight line (running generally east and west) from the Setback Location to a point on the Property's most westerly boundary line (i.e., adjacent to South Lamar Boulevard);
 - (ii) The setback required by subpart (i) above shall not be applicable to any portion of the Project parking garage or any part of the structure of the Project on the first floor of the Project (i.e., the first floor above grade that is heated and cooled); and
 - (iii) The portion of such wall identified in subpart (i) above shall have a light reflective surface.
- e. All references to height limitations in subparagraphs b and c above and in Section 3.12 below shall mean such height measured from the Project's average grade, as calculated by the City of Austin pursuant to the City of Austin Land Development Code.

1.3 Grease Receptacle. Declarant shall cause the grease receptacle currently serving the existing Paggi House and located in the right of way (the "R.O.W.") of Lee Barton Drive to be relocated to a place outside of the R.O.W. of Lee Barton Drive and within the Property or the Paggi House Property. Such relocation must occur before issuance of a certificate of occupancy for any portion of the Project. The relocation shall be specifically enforceable by BOTP.

1.4 Payment of Fees. Declarant will pay an amount equal to Nine Thousand Eight Hundred Dollars (\$9,800.00) for legal services associated with earlier BOTP litigation and costs, and the amount will be paid upon the issuance of the first building permit for the Project.

1.5 Terms of Support. All items listed in Sections 1.1 through 1.4 above are enforceable by BOTP only under the condition that the Board of BOTP positively supports the Zoning Case during the Austin City Council meetings in which the vote for second reading and third reading of the Zoning Case takes place. This support may be in the form of a letter to the Mayor of Austin and the Austin City Council Members or by a public statement by an authorized representative of the Board of BOTP during such City Council meetings.

II. DEFAULT AND REMEDIES

2.1 Remedies. In the event of a breach or threatened breach of this Declaration, only Declarant, including its successors and assigns, and BOTP shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If either party to this Declaration (a "***Defaulting Party***") shall fail to comply with any term, provision or covenant of this Declaration and shall not cure such failure within sixty (60) days after receipt of written notice (or if the default is of such character as to require more than sixty [60] days to cure and the Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter) from an entity with the right hereunder to seek relief for such breach (a "***Non-Defaulting Party***") to the Defaulting Party of such failure, the Non-Defaulting Party shall have the option of pursuing any remedy it may have at law or in equity, including, without limitation, specific performance or injunctive relief from a court of competent jurisdiction; provided, however, except as provided in Sections 1.4 above and 3.4 below, neither party to this Declaration shall be liable to the other for monetary damages, whether direct, consequential or punitive.

III. GENERAL PROVISIONS

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

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

3.3 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) one (1) business day after being placed in a prepaid package with a national, reputable overnight courier addressed to the other party at the address hereinafter

specified; or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Declarant and BOTP may change their respective addresses for notices by giving five (5) days' advance written notice to the other in the manner provided for herein. Until changed in the manner provided herein, Declarant and BOTP's address for notice is as follows:

Declarant:

Post Paggi, LLC
Post Investment Group, LLC
8149 Santa Monica Boulevard, Suite 298
West Hollywood, California 90046-5967

with a copy to:

Winstead, P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attn: Stephen O. Drenner
Telecopy: (512) 370-2850
Telephone: (512) 370-2821

BOTP:

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

With a copy to:

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

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

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

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

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

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

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

3.10 Exculpation. Any person or entity acquiring fee or leasehold title to any portion of the Property shall be bound by this Declaration only as to the portion acquired by such person or entity and such person or entity shall not be liable for violations occurring on any portion of the Property which it does not own. Such person or entity shall be bound by this Declaration only during the period such person or entity is the fee or leasehold owner of such portion, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons

or entities may be released, the covenants, conditions and restrictions in this Declaration shall continue to be benefits and servitudes upon the Property running with the land.

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

3.12 Approval of the City Applications. Notwithstanding any other provision of this Declaration to the contrary, the agreements of Declarant reflected herein are conditioned upon final approval (i.e., third reading) of the Zoning Case by the City of Austin City Council, with no subsequent appeal, and in a form acceptable to Declarant. If (a) the Property is not rezoned pursuant to the Zoning Case in a form acceptable to Declarant, or (b) Declarant redevelops the Property with a project not exceeding sixty feet (60'-0") in height, the covenants, conditions and restrictions contained within this Declaration shall not be applicable.

3.13 Effective Date. This Declaration shall become effective upon the final effective date of the rezoning of the Property to PUD zoning by the City of Austin in a form acceptable to Declarant. If the Property is not rezoned to PUD zoning in a form acceptable to Declarant, then, consistent with Section 3.12 above, this Declaration shall be void and of no effect. Declarant's action in obtaining any building permit based on the approved PUD zoning shall mean that the PUD zoning is in a form acceptable to Declarant.

Exhibits

"A" Property Description

"B" Paggi Property Description

DECLARANT:

POST PAGGI, LLC, Declarant

By: Post Investment Group, LLC

By: _____

Name: Jason Post

Title: Manager

Date: 8-22-13

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 22, 2013 before me, Seth L. Freedman, A Notary Public
(Here insert name and title of the officer)

personally appeared Taron Post

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seth L. Freedman
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Declaration of Covenants,
(Title or description of attached document)
Conditions, and Restrictions
(Title or description of attached document continued)

Number of Pages 13 Document Date 8/22/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☒ Corporate Officer
Manager
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

This instrument was acknowledged before me this ____ day of _____, 2013, by
_____, the _____ of _____, a _____,
on behalf of the _____.

Notary Public, State of California

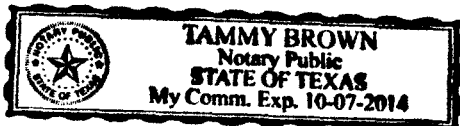
BOTP:

**BRIDGES ON THE PARK CONDOMINIUM
ASSOCIATION, INC.**

By: *Sushma Smith*
Name: SUSHMA SMITH
Title: VICE PRESIDENT, BOTP ASSOCIATION, INC.
Date: 8/27/2013

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Sushma This instrument was acknowledged before me this 27th day of August, 2013, by
Smith, the Vice President of BOTP Association a Texas non-profit corporation
on behalf of the Corporation tion, Inc.



Tammy J. Brown
Notary Public, State of Texas

Exhibit "A"

0.933 ACRE
221 SOUTH LAMAR
PAGGI HOUSE

FN. NO. 11-421(KWA)
DECEMBER 15, 2011
BPI NO. R010879110001

DESCRIPTION

OF A 0.933 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.933 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the intersection of the easterly right-of-way line of South Lamar Boulevard (120' R.O.W.), with the southerly right-of-way line of West Riverside Drive (120' R.O.W.), being the northwesterly corner of said 1.155 acre tract, for the northwesterly corner hereof;

THENCE, S70°34'16"E, leaving the easterly right-of-way line of South Lamar Boulevard, along the southerly right-of-way line of West Riverside Drive, being the northerly line of said 1.155 acre tract, for the northerly line hereof, a distance of 237.80 feet to a 1/2 inch iron rod with cap set at the intersection of the southerly right-of-way line of West Riverside Drive with the westerly right-of-way line of Lee Barton Road (55' R.O.W.), being the northeasterly corner of said 1.155 acre tract, for the northeasterly corner hereof;

THENCE, S30°07'58"W, leaving the southerly right-of-way line of West Riverside Drive, along the westerly right-of-way line of Lee Barton Road, being a portion of the easterly line of said 1.155 acre tract, for the easterly line hereof, a distance of 202.08 feet to a 1/2 inch iron rod with cap set, for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Lee Barton Road, over and across said 1.155 acre tract, for a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N59°52'02"W, a distance of 90.00 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N77°39'09"W, a distance of 5.54 feet to a PK nail set at an angle point in the northerly line of Bridges on the Park, a condominium of record in Document Nos. 2006117044 and 2007092434 of said Official Public Records, being an angle point in the southerly line of said 1.155 acre tract, for an angle point hereof;

THENCE, along the northerly line of said Bridges on the Park, along the southerly line of said 1.155 acre tract, for a portion of the southerly line hereof, the following three (3) courses and distances:

FN 11-421(KWA)
DECEMBER 15, 2011
PAGE 2 OF 2

- 1) N67°20'15"W, a distance of 70.79 feet to PK nail set for an angle point;
- 2) N21°20'12"E, a distance of 11.03 feet to a punch hole found in concrete for an angle point;
- 3) N68°33'11"W, a distance of 40.69 feet to a PK nail set on said easterly right-of-way line of South Lamar Boulevard, being the northwesterly corner of said Bridges on the Park, for the southwesterly corner of said 1.155 acre tract and hereof;

THENCE, N21°01'42"E, along said easterly right-of-way line of South Lamar Boulevard, being the westerly line of said 1.155 acre tract, for the westerly line hereof, a distance of 166.15 feet to the **POINT OF BEGINNING**, and containing 0.933 acre (40,643 sq. ft.) of land, more or less, within these metes and bounds.

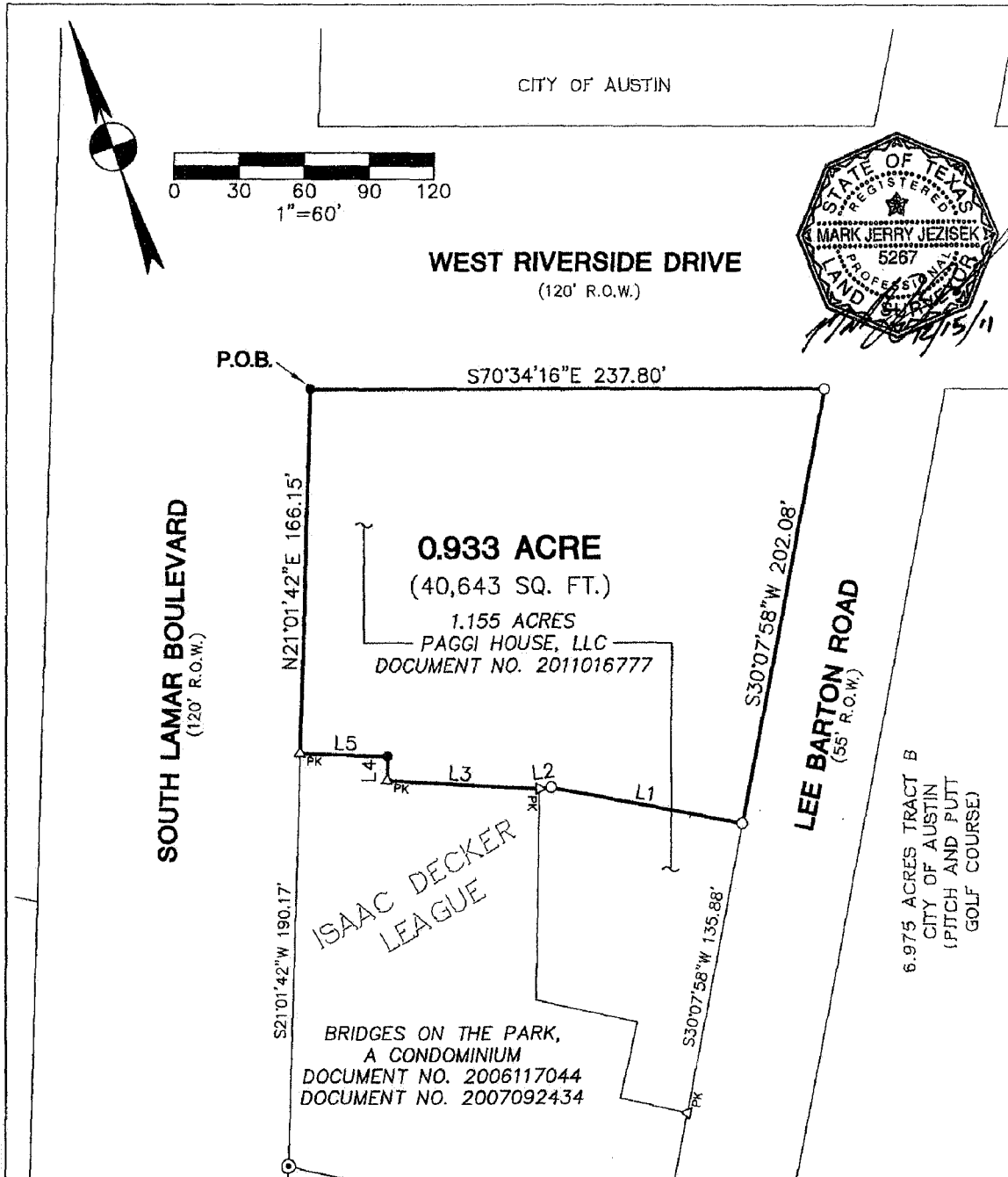
THE BASIS OF BEARINGS IS THE EASTERLY LINE OF THAT CERTAIN 0.718 ACRE TRACT CONVEYED TO PISCES FOODS, L.L.C. BY DEED OF RECORD IN VOLUME 13400, PAGE 422 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

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. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION

BURY+PARTNERS, INC.
221 W. SIXTH STREET
SUITE 600
AUSTIN, TEXAS, 78701

Mark J. Jezisek 12/15/11
MARK J. JEZISEK, R.P.L.S.
NO. 5267
STATE OF TEXAS





Bury+Partners

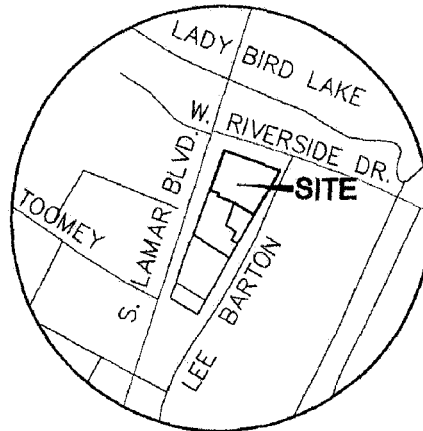
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.933 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PAGGI HOUSE, LLC

DATE: 12/15/11 FILE: H:\108791\001\108791001EX2.DWG FN No.: 11-421(KWA) DRAWN BY: KWA PROJ. No: R0108791-10001



VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP SET
- ⊙ IRON PIPE FOUND
- △ P.K. NAIL WITH WASHER SET
- P.O.B. POINT OF BEGINNING

LINE TABLE

LINE	BEARING	LENGTH
L1	N59°52'02"W	90.00
L2	N77°39'09"W	5.54
L3	N67°20'15"W	70.79
L4	N21°20'12"E	11.03
L5	N68°33'11"W	40.69



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 0.933 ACRE TRACT OF LAND OUT OF THE ISSAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**PAGGI HOUSE,
LLC**

DATE: 12/15/11 FILE: H:\108791\001\108791001EX2.DWG FN No.: 11-421(KWA) DRAWN BY: KWA PROJ. No: R0108791-10001

Exhibit "B"

0.222 ACRE
221 SOUTH LAMAR
PAGGI HOUSE

EN. NO. 13-389(MJJ)
AUGUST 26, 2012
BPI NO. R010879110002

DESCRIPTION

OF A 0.222 ACRE TRACT OF LAND OUT OF THE ISAAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.222 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod with cap set at the intersection of the southerly right-of-way line of West Riverside Drive (120' R.O.W.) with the westerly right-of-way line of Lee Barton Road (55' R.O.W.), being the northeasterly corner of said 1.155 acre tract of land, from which a 1/2 inch iron rod found at the intersection of the southerly right-of-way line of West Riverside Drive with the easterly right-of-way line of South Lamar Boulevard (120' R.O.W.), being the northwesterly corner of said 1.155 acre tract of land bears, N70°34'16"W, a distance of 237.80 feet;

THENCE, S30°07'58"W, leaving the southerly right-of-way line of West Riverside Drive, along the westerly right-of-way line of Lee Barton Road, being a portion of the easterly line of said 1.155 acre tract, a distance of 202.08 feet to a 1/2 inch iron rod with cap set for the **POINT OF BEGINNING**, and northeasterly corner hereof;

THENCE, S30°07'58"W, continuing along the westerly right-of-way line of Lee Barton Road, being a portion of the easterly line of said 1.155 acre tract, for the easterly line hereof, a distance of 135.88 feet to a P.K. nail with washer set at the easternmost northeasterly corner of the Bridges on the Park Condominium, of record in Document No. 2006117044 of said Official Public Records, for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Lee Barton Road, along the common line of said Bridges on the Park Condominium and said 1.155 acre tract, for the southerly and westerly lines hereof, the following four (4) courses and distances:

- 1) N57°54'31"W, a distance of 31.76 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N32°05'29"E, a distance of 36.33 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) N57°54'31"W, a distance of 48.33 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;
- 4) N20°18'21"E, a distance of 96.56 feet to a P.K. nail with washer set at the northernmost northeasterly corner of said Bridges on the Park Condominium, for the northwesterly corner hereof;

FN 13-389(MJJ)
AUGUST 26, 2013
PAGE 2 OF 2

THENCE, leaving the northernmost northeasterly corner of said Bridges on the Park Condominium, over and across said 1.155 acre tract, for the northerly line hereof, the following two (2) courses and distances:

- 1) S77°39'09"E, a distance of 5.54 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) S59°52'02"E, a distance of 90.00 feet to the **POINT OF BEGINNING**, and containing 0.222 acre (9,675 sq. ft.) of land, more or less, within these metes and bounds.

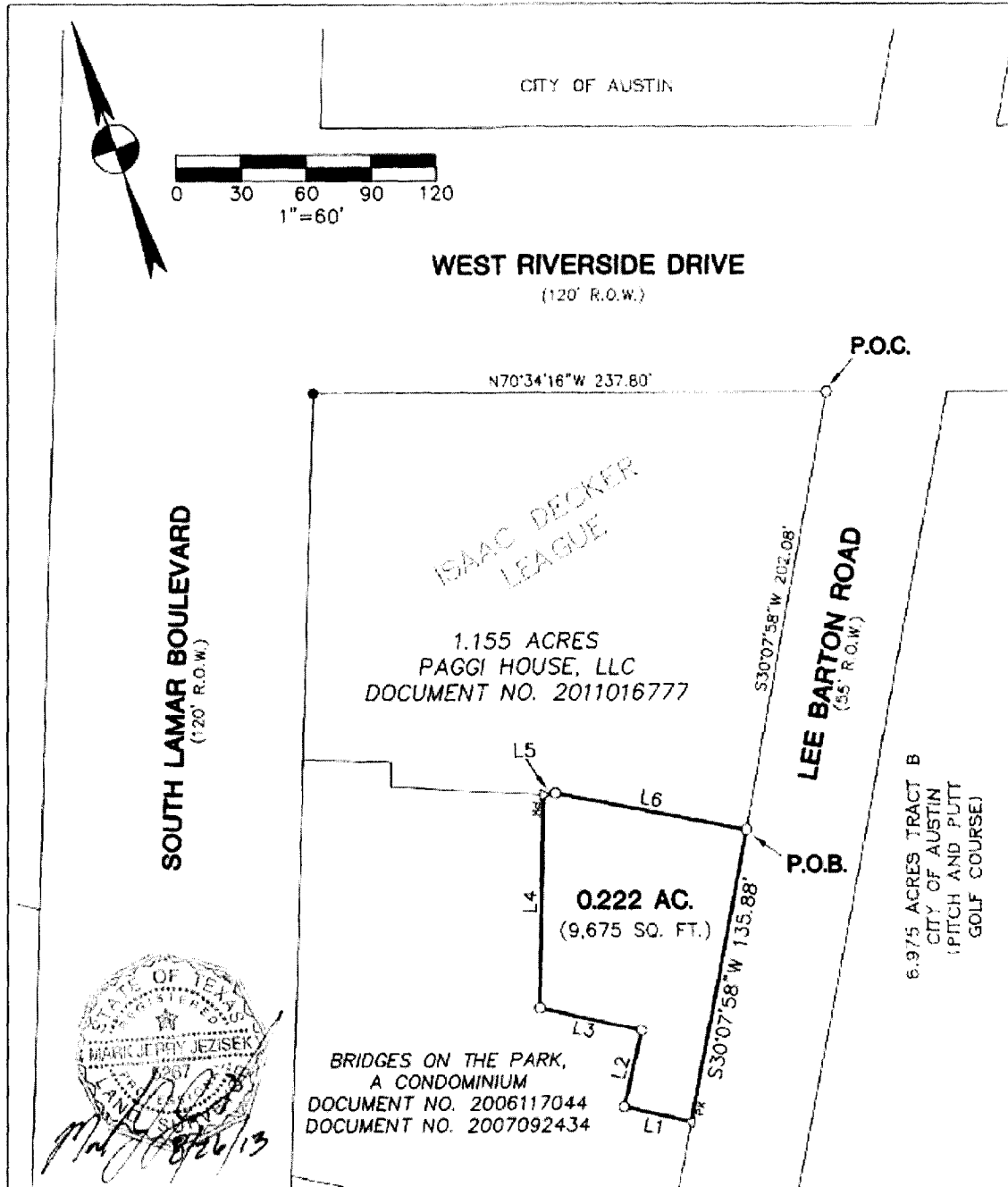
THE BASIS OF BEARINGS IS THE EASTERLY LINE OF THAT CERTAIN 0.718 ACRE TRACT CONVEYED TO PISCES FOODS, L.L.C. BY DEED OF RECORD IN VOLUME 13400, PAGE 422 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.


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. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION

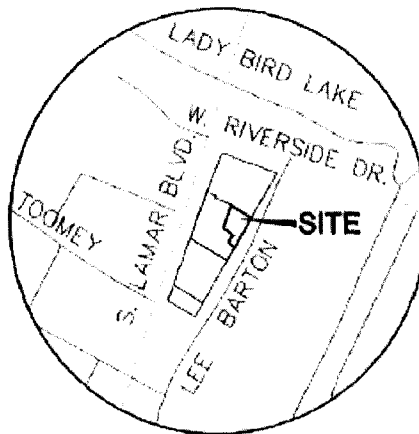
BURY+PARTNERS, INC.
221 W. SIXTH STREET
SUITE 600
AUSTIN, TEXAS, 78701

Mark J. Jezisek 8/26/13
MARK J. JEZISEK, R.P.L.S.
NO. 5267
STATE OF TEXAS





 Bury Partners 221 West Sixth Street Suite 502 Austin, Texas 78701 Tel: (512)528-0011 Fax: (512)528-0125 BuryPartners, Inc. ©Copyright 2013	SKETCH TO ACCOMPANY DESCRIPTION OF A 0.222 ACRE TRACT OF LAND OUT OF THE ISSAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.	PAGGI HOUSE, LLC		
DATE: 8/26/13	FILE: H:\108791\002\108791002EX2.DWG	FN No.: 13-389(MJJ)	DRAWN BY: MJJ	PROJ No: R0108791-10002



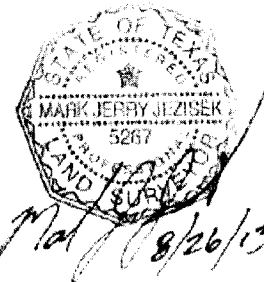
VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP SET
- △ P.K. NAIL WITH WASHER SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	N57°54'31"W	31.76
L2	N32°05'29"E	36.33
L3	N57°54'31"W	48.33
L4	N20°18'21"E	96.56
L5	S77°39'09"E	5.54
L6	S59°52'02"E	90.00



b Bury+Partners

221 West North Street, Suite 600
Austin, Texas 78701
Tel: (512)528-0011 Fax: (512)528-0525
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SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.222 ACRE TRACT OF LAND OUT OF THE ISSAC DECKER LEAGUE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.155 ACRE TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2011016777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**PAGGI HOUSE,
LLC**

DATE: 8/26/13 FILE: H:\108791\002\108791002EX2.DWG FN No: 13-389(MJJ) DRAWN BY: MJJ PROJ. No: R0108791-10002

Please return original to:
James E. Cousar
Thompson & Knight, LLP
98 San Jacinto, Suite 1900
Austin, Texas 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 08, 2013 04:26 PM

2013202934

BENAVIDESV: \$94.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.