



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 11, 2019 10:30 AM Fee: \$ 154.00

2019084560

Electronically Recorded

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Amended Declaration") is entered into by and between **16 PIGGYBANK LTD**, its successors or assigns ("Declarant"), **C12 CAPITAL MANAGEMENT COMPANY, LTD**, a Delaware partnership, its successors or assigns ("Purchaser"), and **BRIDGES ON THE PARK CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, its successors or assigns ("BOTP"), as of the 17th day of April, 2019. LP

RECITALS

WHEREAS, Post Paggi, LLC and BOTP previously entered into that certain Declaration of Covenants and Restrictions dated August 22, 2013 and filed of record in the Official Public Records at No. 2013202934 (the "Prior Declaration");

WHEREAS, Declarant currently 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 has agreed to sell the Property to Purchaser;

WHEREAS, Purchaser intends to redevelop the Property, and, in order to do so, is seeking amendments to the current "Planned Unit Development (PUD)" zoning on the Property from the City of Austin in Zoning Case No. C814-2012-0160.01 (the "New Zoning Case");

WHEREAS, Purchaser intends to redevelop the Property utilizing zoning entitlements and site development regulations available upon approval of the New Zoning Case, which zoning entitlements and site development regulations differ from the entitlements and site development regulations contained in City of Austin Zoning Case No. C814-2012-0160;

WHEREAS, Purchaser's rights and obligations under the purchase and sale agreement with Declarant are conditioned upon the successful rezoning of the Property pursuant to the New Zoning Case;

WHEREAS, upon the effective date of the rezoning of the Property to the amended PUD zoning classification by the City of Austin, as contemplated in the New Zoning Case, and subject to all of the terms and conditions of this Amended Declaration, Declarant, Purchaser and BOTP have agreed to modify the Prior Declaration as reflected herein; and

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, Declarant and Purchaser agree to hold, sell and convey the Property subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this Amended Declaration.

I. DECLARATIONS

1.1 **Building Setbacks.** The following building setbacks shall be applicable to the project contemplated by the New Zoning Case (the "New Project"):

- a) South Lamar Boulevard: The building setback will be eleven feet (11'-0") for the South Lamar Boulevard frontage at the ground floor level (i.e., the first level above grade that is heated and cooled) from the southwestern corner of the New Project to the 90' Point (as hereinto defined). The setback will be five feet (5' 0") for the South Lamar Boulevard frontage at the ground level from the 90' point to the northwestern corner of the New Project. 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 ground level and between the southwestern corner of the Property adjacent to South Lamar Boulevard and a point ninety (90'-0") north of such southwestern corner (the "90' Point"). The setback will be zero feet (0'-0") for all floors, above the ground level and north of the 90' Point. The setback described above for floors above the ground level and between the southwestern corner of the Property and the 90' Point shall not be applicable to balconies or canopies or similar improvements other than the primary westerly structural wall of the New Project in that location;
- b) Riverside Drive: The building setback for the Riverside Drive edge of the New Project shall be varied (i) at the ground level as generally shown on Exhibit "C" attached hereto, and (ii) for levels above the ground level, as shown in the Design Documents (as hereinafter defined).
- 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 New Project:

- a) The New 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 ground level of the above-grade structure and above, and the ground level of the above-grade structure will be a motor court and entrance to the hotel. The motor court shall have a maximum of three (3) parking spaces, and parking for the hotel shall be below grade via a valet system only.
- b) The New 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 New Project's South Lamar Boulevard edge; (B) along the entire length of the New Project's Riverside Drive edge; and (C) along the New Project's Lee Barton Drive edge generally from the Project's Riverside Drive edge to a point no closer than sixty-seven feet (67') at the ground floor and fifty-six feet (56' -0") (excluding balconies) at the floors above the ground level floor from the New Project's southern property line along Lee Barton Drive; and
 - ii. The second building block will have a maximum height of eighty-six feet (86'-0") and will be (A) on the exterior side of the "U"; (B) situated along a portion of the New Project's Riverside Drive edge (although it will not extend all the way to the New Project's South Lamar Boulevard edge), wrapping the New Project's Riverside Drive/Lee Barton Drive corner, and extending along the New 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 most southerly vertical structure of the New 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 eleven (11'-0") 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);

and

- ii. The portion of such wall identified in subpart (i) above shall have a light reflective surface.
- d) The portion of the New Project adjoining the southern boundary line of the Property shall be a service driveway allowing one-way access for service vehicles only from west to east, provided that such service driveway must (i) be covered with a solid structure, and not a trellis, to the extent shown on the drawing attached hereto as Exhibit "D" and (ii) the covering of the service driveway must be properly designed and constructed to support planted material and (iii) the covering of the service driveway must be planted and maintained with grass, plants or flowers.
- e) The ground floor of the New Project along the Property's western edge (i.e., adjacent to South Lamar Boulevard) shall have a minimum height of fourteen feet (14').
- f) The maximum number of above grade floors for the New Project shall be eight (8), being the ground floor plus seven (7) levels above the ground floor.
- g) Subject to approval by the City of Austin, the portion of the New Project adjoining the northern boundary line of the Property (i.e., adjacent to Riverside Drive) shall be developed as shown on the drawing attached hereto as Exhibit "D", including the modification of Riverside Drive to incorporate the existing right turn lane into a pedestrian plaza for the New Project and the construction of a pedestrian crosswalk across Riverside Drive.
- h) All references to height limitations in subparagraphs b above and in Section 3.12 below shall mean such height measured from the New Project's average grade, as calculated by the City of Austin pursuant to the City of Austin Land Development Code.

1.3 Ride-Share and Taxi Location. Declarant and Purchaser shall use their best efforts during the City of Austin site development permit process to cause the City to allow a designated location for ride-share vehicles or taxis along the eastern boundary of the New Project (i.e., along Lee Barton Drive) on either the eastern or western side of Lee Barton Drive.

1.4 Indemnity. Purchaser agrees to indemnify and hold harmless BOTP (and any condominium unit owners within the BOTP project directly affected, as hereinafter described) from any damages, losses, costs and expenses incurred by BOTP, or such individual condominium unit owners, as a result of the construction or operation of the New Project, including damages to structure from vibrations or due to the construction tieback system that may be located under the BOTP structure. Without limiting the foregoing, (i) such indemnity shall run in favor of BOTP

and any individual condominium unit owners within the BOTP project that incur actual damages, losses, costs and expenses, as described above, (ii) such damages, losses, costs and expenses covered by this indemnity shall include actual, direct, consequential damages, including legal fees, and (iii) in no event shall such damages, losses, costs and expenses include non-physical and non-financial damages or inconveniences, such as emotional distress, loss of enjoyment of activities, loss of spousal consortium, or punitive damages.

1.5 Existing Easement. Declarant and Purchaser acknowledge the existence of the easement attached hereto as Exhibit "E", and agree that the conveyance of stormwater onto the Property contemplated thereby shall continue despite the New Development, even if the location of that easement on the Property is modified.

1.6 Sidewalk on Lee Barton and Riverside Drive. Pursuant to the terms of the New Zoning Case, Purchaser will provide funding in the amount of \$99,741 for pedestrian improvements recommended with the 211 S. Lamar Traffic Study dated September 18, 2013 from HDR, Inc. in the following locations:

- a) A sidewalk on Lee Barton Drive from the northern terminus of the sidewalk adjacent to the BOTP project to the southeastern edge of the Property (sidewalk presumed to be located within the currently paved portion of Lee Barton Drive);
- b) A sidewalk along the southern edge of Riverside Drive from the corner of Lee Barton Drive and Riverside Drive to the western terminus of the existing sidewalk on the southern edge of Riverside Drive located just east of the existing railroad overpass; and
- c) Creation of a pedestrian crosswalk across Lee Barton Drive at the intersection of Lee Barton Drive and Riverside Drive.

The obligations described in this Section 1.6 are in addition to the improvements described in Section 1.2 (f) above.

1.7 Paggi House Roof and Out Buildings. Located on the Paggi House Property (as defined in the foregoing "Recitals") is a butterfly-shaped roof structure and associated exterior walls and outbuildings that are located adjacent to, but which are not a part of, the historic landmark Paggi House buildings; provided, however, BOTP acknowledges and agrees that the entire Paggi House property is presently zoned "historic." Purchaser and Declarant agree: (1) to remove the butterfly-shaped roof structure and all associated exterior walls and outbuildings; and (2) to replace said roof, walls, and outbuildings with a new, permanent structure that (a) is not higher than the existing structure, and (b) is acceptable to and approved in writing by Purchaser and BOTP prior to commencement of construction. Purchaser agrees to fund up to five hundred thousand dollars

(\$500,000.00) for the design and construction of the new, permanent structure. All parties agree that: (1) the agreements and obligations of Declarant and Purchaser under this Section are contingent upon obtaining required approvals from the City of Austin and the Historic Landmark Commission; (2) Declarant and Purchaser will diligently strive and endeavor to obtain all such approvals; (3) BOTP will provide reasonable assistance and cooperation in obtaining such approvals and permits; (4) approval of the new, permanent structure by BOTP will not be unreasonable withheld; (5) Purchaser and Declarant shall not be required to spend more than \$500,000 for the foregoing design, demolition and construction; (6) a reasonable time for designing the new structure, obtaining required approvals and permits from the City of Austin and the Historic Landmark Commission, demolishing the existing structure and outbuildings, and constructing the new, permanent structure, is not more than approximately two (2) years unless redesign is required due to the failure to achieve the initial or subsequent approval of the Historic Landmark Commission; and (7) the new, permanent structure will be completed prior to the first issuance of the Certificate of Occupancy for the New Project unless redesign is required due to the failure to achieve the initial or subsequent approval of the Historic Landmark Commission. In the event the Historic Landmark Commission does not approve the initial design of the new permanent structure, Declarant and Purchaser agree to use consistent and commercially reasonable efforts to cause a redesign of such new, permanent structure to be approved and to cause the completion of the construction of the redesigned, new permanent structure as soon as reasonably possible after the expiration of the two-year period described above. Additionally, Declarant covenants and agrees that no replacement permanent or temporary structure over the Paggi House courtyard shall be higher than the existing structure for a period of fifteen (15) years from the completion of the initial renovation described above.

See Addendum

1.8 ~~Butler Pitch & Putt. Purchaser, Declarant, and BOTP acknowledge and agree that Butler Pitch & Putt, which is located adjacent to and east of Lee Barton Drive and in close proximity to their respective properties, is a valuable amenity to the neighborhood. Purchaser and Declarant have negotiated a partnership agreement ("the Partnership Agreement") with the existing licensee of Butler Pitch & Putt ("Kinser"). The partnership agreement provides, in part, that Purchaser, Declarant, Kinser and the other partner and/or partners will diligently endeavor and use reasonable commercial efforts to obtain an extension of the license (the "License") to operate Butler Pitch & Putt at the current location for an additional period of ten (10) years, and, in the event such extension of said license is obtained: (1) contribute sufficient funds to substantially and materially improve the landscaping, tees, greens, and grounds of Butler Pitch & Putt, but not to exceed four hundred thousand dollars (\$400,000.00); and (2) prohibit the use of the Butler Pitch & Putt property as a live music venue during the period of the License, including any subsequent extensions of the License. BOTP agrees to provide reasonable assistance and cooperation to Purchaser, Declarant, Kinser, and said partnership in obtaining an extension of said License. Immediately prior to the execution of this Amended Declaration, Purchaser and Declarant shall provide BOTP with evidence of the creation of such Partnership Agreement. Immediately prior to the execution of this Amended Declaration, Purchaser and Declarant (a) shall provide BOTP with a written certification that the Partnership Agreement has been executed and that it contains the provisions set out in this Section 1.8, and (b) shall allow BOTP's Board of Directors or designees~~

~~of the Board of Directors, and BOTP's legal counsel, to review, but not copy, the executed Partnership Agreement.~~

1.9 Design Documents. Purchaser agrees that in the event the New Zoning Case is approved by the City Council of the City of Austin on third reading and the New Project is constructed by Purchaser, it will be constructed substantially in accordance with Exhibit "C" attached hereto, Exhibit "D" attached hereto and visual materials included under Tab 6 of the reference book dated March 12, 2019 presented by Drenner Group to BOTP (the "Design Documents"), unless otherwise approved in writing by BOTP.

1.10 Grease Receptacle. Declarant has caused 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.

1.11 Payment of Fees. Purchaser will pay an amount equal to the sum of (i) Nine Thousand Eight Hundred Dollars (\$9,800.00) for legal services associated with earlier BOTP litigation and costs, and (ii) the actual fees incurred by BOTP for legal services associated with review and negotiation of the Amended Declaration, and the amount will be paid upon execution of this Amended Declaration.

1.12 Terms of Support. All items listed in Sections 1.1 through 1.11 above are enforceable by BOTP only under the condition that the Board of BOTP positively supports the New Zoning Case during the Small Area Planning Joint Committee, Environmental Commission, Planning Commission, and Austin City Council meetings in which the vote for the New Zoning Case takes place or is discussed. 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 meetings.

II. DEFAULT AND REMEDIES

2.1 Remedies. In the event of a breach or threatened breach of this Amended Declaration, only Declarant, including its successors and assigns, Purchaser, including its successors and assigns, and BOTP (together with individual condominium owners as contemplated in Section 1.4 herein) shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If any party to this Amended Declaration (a "**Defaulting Party**") shall fail to comply with any term, provision or covenant of this Amended 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 and 1.11 above and Section 3.4 below, no party to this Amended Declaration shall be liable to any other party for monetary damages, whether direct, consequential or punitive.

III. GENERAL PROVISIONS

3.1 No Third-Party Beneficiary. The provisions of this Amended 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, except as contemplated in Section 1.4 above.

3.2 No Dedication. No provision of this Amended 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 Amended 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 Amended 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, Purchaser and BOTP may change their respective addresses for notices by giving five (5) days' advance written notice to the other parties in the manner provided for herein. Until changed in the manner provided herein, Declarant, Purchaser and BOTP's address for notice is as follows:

Declarant:

c/o Huston Street
1710 Forest Trail
Austin, TX 78746

with copies to:

Drenner Group
200 Lee Barton Drive
Suite 100

Austin, TX 78704
Attn: Stephen O. Drenner
Telecopy: (512) 807-2917
Telephone: (512) 807-2901

Purchaser:

C12 Capital Management, L.P.
134 Spring Street
Suite 603
New York, NY 10012
Telephone: (646) 334-2286

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 Amended Declaration shall pay to the prevailing parties a reasonable sum for costs incurred by the prevailing parties in enforcing this Amended Declaration, including reasonable attorneys' fees and court costs.

3.5 Entire Declaration. This Amended Declaration constitutes the entire agreement between the parties hereto regarding the matters set forth herein, and shall fully replace the Prior Declaration. 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 Amended 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 Amended 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 Amended 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 Amended 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. Any 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 parties requesting that such parties execute a certificate, in a form reasonably acceptable to such parties, 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 Amended 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 Amended 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 Amended Declaration may be executed simultaneously in three 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 Amended 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 Amended 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 Amended 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 Amended Declaration conflict with terms or conditions addressed in the zoning ordinance issued by the City of Austin in connection with the New Zoning Case, or any supporting materials, for purposes of this Amended Declaration the terms and conditions of this Amended Declaration shall control.

3.12 Approval of the City Applications. Notwithstanding any other provision of this Amended Declaration to the contrary, the agreements of Declarant and Purchaser reflected herein are conditioned upon final approval (i.e., third reading) of the New Zoning Case by the City of Austin City Council, with no subsequent appeal, and in a form acceptable to Declarant and Purchaser. If (a) the Property is not rezoned pursuant to the New Zoning Case in a form acceptable to Declarant and Purchaser, 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 Amended Declaration shall not be applicable. If the Property is rezoned pursuant to the New Zoning Case in the form applied for by Declarant and Purchaser, or in a form accepted by Declarant and Purchaser at the City Council meeting (on third reading), the rezoning shall be considered acceptable to Declarant and Purchaser for purposes of this Section 3.12 and Section 3.13 below.

3.13 Effective Date. This Amended Declaration shall become effective upon the final effective date of the rezoning of the Property to Amended PUD zoning by the City of Austin pursuant to C814-2012-0160.01 in a form acceptable to Declarant and Purchaser. If the Property is not rezoned to Amended PUD zoning in a form acceptable to Declarant, then, consistent with Section 3.12 above, this Amended Declaration shall be void and of no effect and the Prior Declaration shall remain in full force and effect. Declarant or Purchaser's action in obtaining any building permit based on the approved Amended PUD zoning shall mean that the PUD zoning is in a form acceptable to Declarant and Purchaser.

Exhibits

- "A" Property Description
- "B" Paggi Property Description
- "C" Concept Plan
- "D" Perspective Showing Covered Service Driveway
- "E" Easement

Executed the date first set forth above.

DECLARANT:

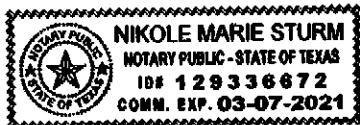
16 PIGGYBANK, LTD., a Texas limited partnership

By: Stetson Trueh, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Huston Street
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 17 day of May, 2019 by Huston Street, Manager of Stetson Trueh, LLC, a Texas limited liability company, the general partner of 16 Piggybank, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability company.

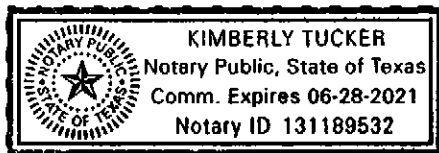


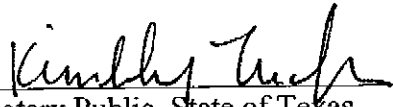
[Signature]
Notary Public, State of Texas

PURCHASER:

C12 Capital Management, L.P., a Delaware partnershipBy: Name: STEPHEN JAMES KINGTitle: PresidentSTATE OF Texas §COUNTY OF Travis §

This instrument was acknowledged before me this 14 day of May, 2019, by Stephen King, the President, of C12 Capital Management, L.P., a Delaware partnership.




Notary Public, State of Texas

BOTP:

**BRIDGES ON THE PARK CONDOMINIUM
ASSOCIATION, INC.**, a Texas nonprofit corporation

By: 

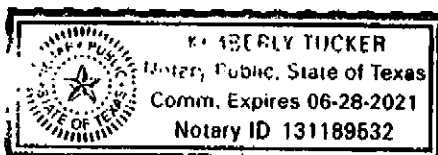
Name: Sushma Smith

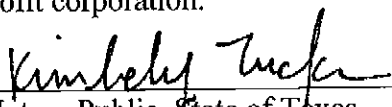
Title: President

STATE OF TEXAS §

COUNTY OF TRAVIS §

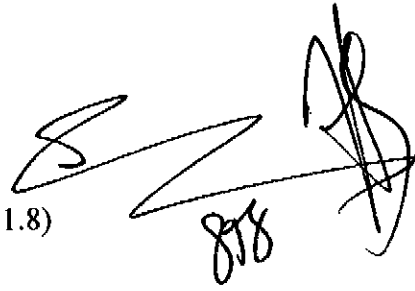
This instrument was acknowledged before me this 14 day of May, 2019, by Sushma Smith, the President, of Bridges on the Par Association, Inc., a Texas nonprofit corporation, on behalf of such nonprofit corporation.




Notary Public, State of Texas

ADDENDUM

(Replacement for Section 1.8)

Handwritten signatures and initials, including a large signature on the left, a signature on the right, and the initials 'JTB' in the center.

1.8 Butler Pitch & Putt. Purchaser, Declarant, and BOTP acknowledge and agree that Butler Pitch & Putt, which is located adjacent to and east of Lee Barton Drive and in close proximity to the respective properties, is a valuable amenity to the neighborhood. Purchaser, Declarant, and BOTP further acknowledge and agree that the City of Austin is in the process of determining the next licensee for the Butler Pitch & Putt. Purchaser agrees to (1) offer to provide funding to the party chosen by the City of Austin as the next licensee (and in fact provide that funding if the offer is accepted) in the total amount of \$300,000 and upon such investment terms as may be reasonably acceptable to Purchaser, to be used to improve landscaping, tees, greens, and grounds of Butler Pitch & Putt, and (2) never support the use of Butler Pitch & Putt as a live music venue during the period of that new license.

Exhibit "A"

Property Description

[See Attached]

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.

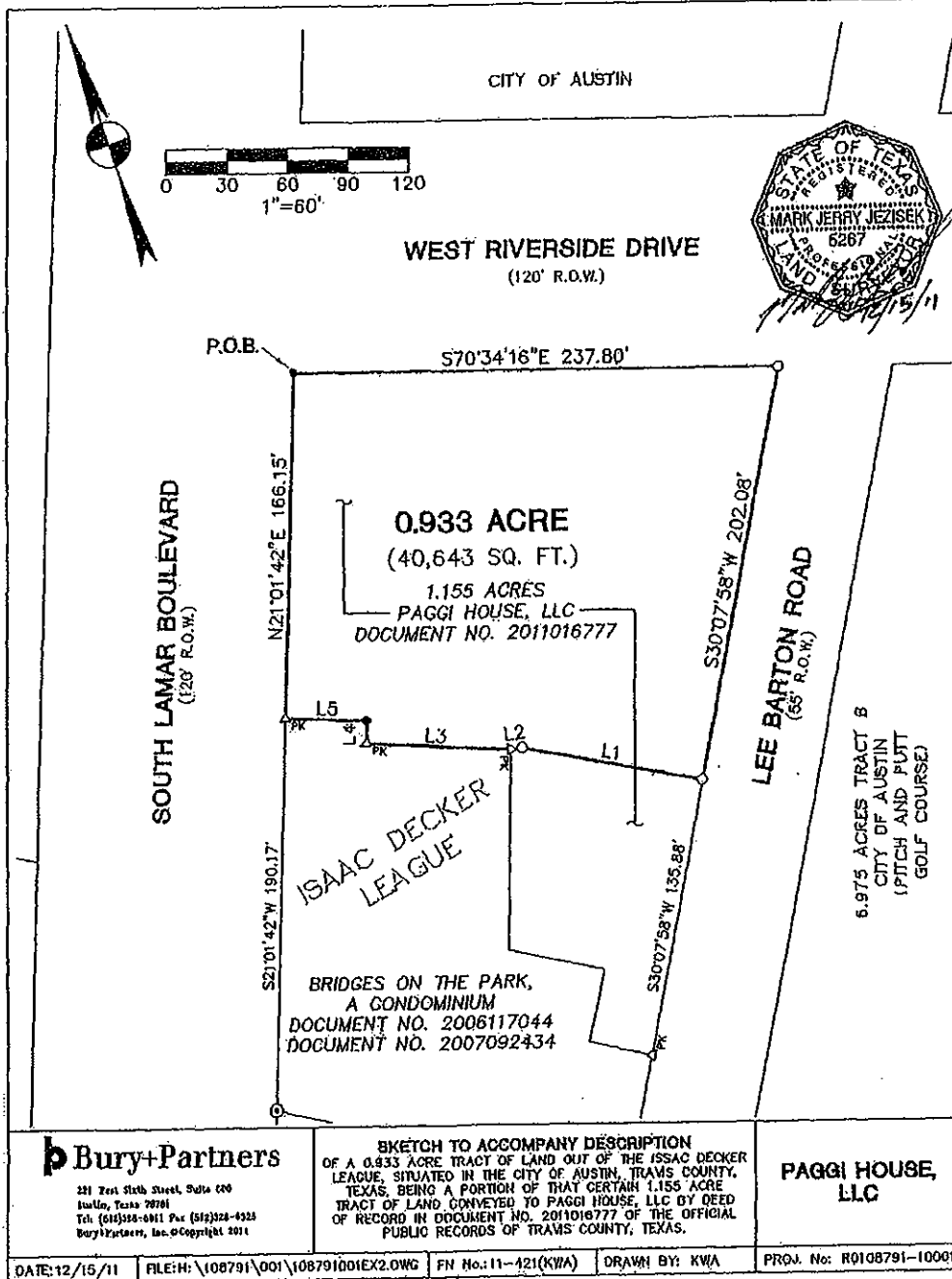
I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION

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

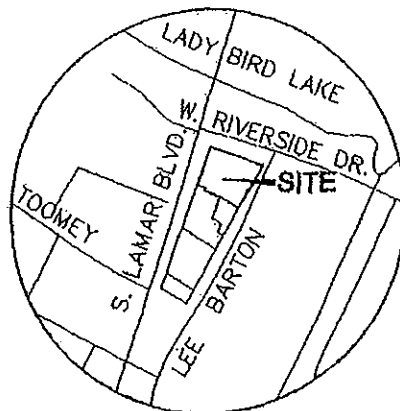
Mark J. Jezisek
MARK J. JEZISEK, R.P.L.S.
NO. 5267
STATE OF TEXAS



SHEET 1 OF 2



SHEET 2 OF 2



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	N87°20'15"W	70.79
L4	N21°20'12"E	11.03
L5	N68°33'11"W	40.69



Bury+Partners

221 West 30th Street, Suite 400
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 1.156 ACRE
TRACT OF LAND CONVEYED TO PAGGI HOUSE, LLC BY DEED
OF RECORD IN DOCUMENT NO. 2011018777 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: RQ108791-10001

Exhibit "B"

Paggi Property Description

[See Attached]

0.222 ACRE
221 SOUTH LAMAR
PAGGI HOUSE

FM. NO. 13-389(MJJ)
AUGUST 26, 2012
API 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;

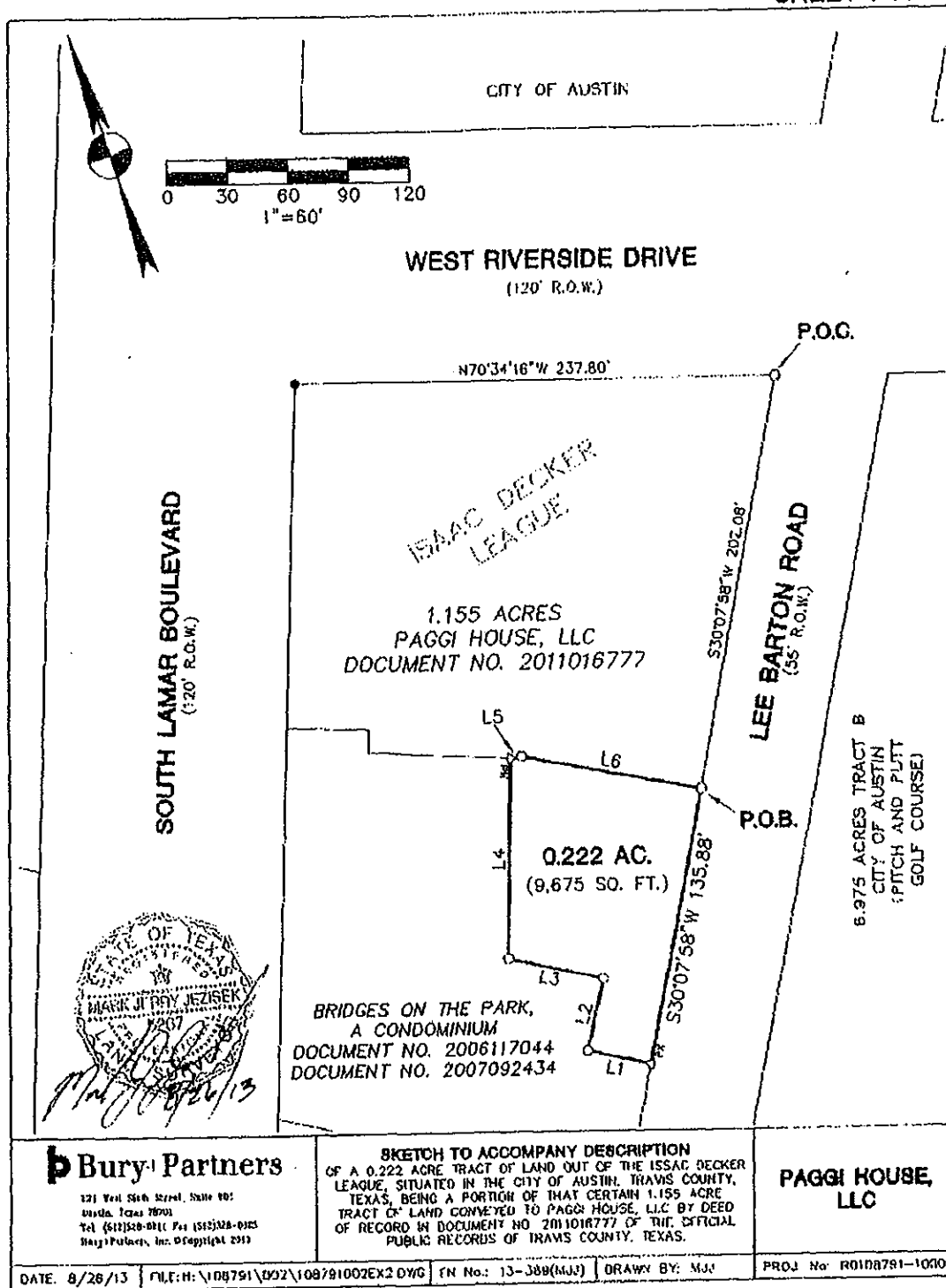
THENCE, S30°07'58"W, leaving the southerly right-of-way line of West Riverside Drive, along the westerly right-of-way line of Lee Barton Road, being a portion of the easterly line of said 1.155 acre tract, a distance of 202.08 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING, and northeasterly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

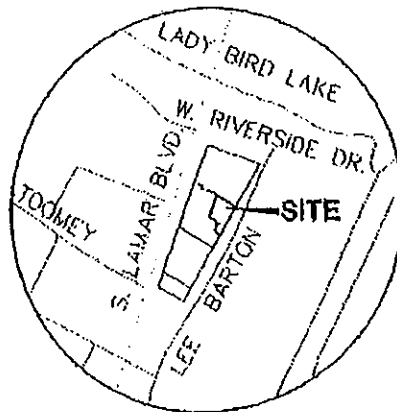
THENCE, leaving the westerly right-of-way line of Lee Barton Road, along the common line of said Bridges on the Park Condominium and said 1.155 acre tract, for the southerly and westerly lines hereof, the following four (4) courses and distances:

- 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;

SHEET 1 OF 2



SHEET 2 OF 2



VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- O 1/2" IRON ROD WITH CAP SET
- Δ 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	31.78
L2	N32°05'29"E	36.33
L3	N57°54'31"W	48.33
L4	N20°18'21"E	98.58
L5	S77°39'09"E	5.54
L6	S59°52'02"E	90.00



Bury+Partners

121 East Ninth Street, Suite 800
Austin, Texas 78701
Tel: (512) 228-0011 Fax: (512) 228-0026
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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.: 13-388(MJJ)

DRAWN BY: MJJ

PROJ. No. R0108791-10002

Exhibit "C"

Concept Plan

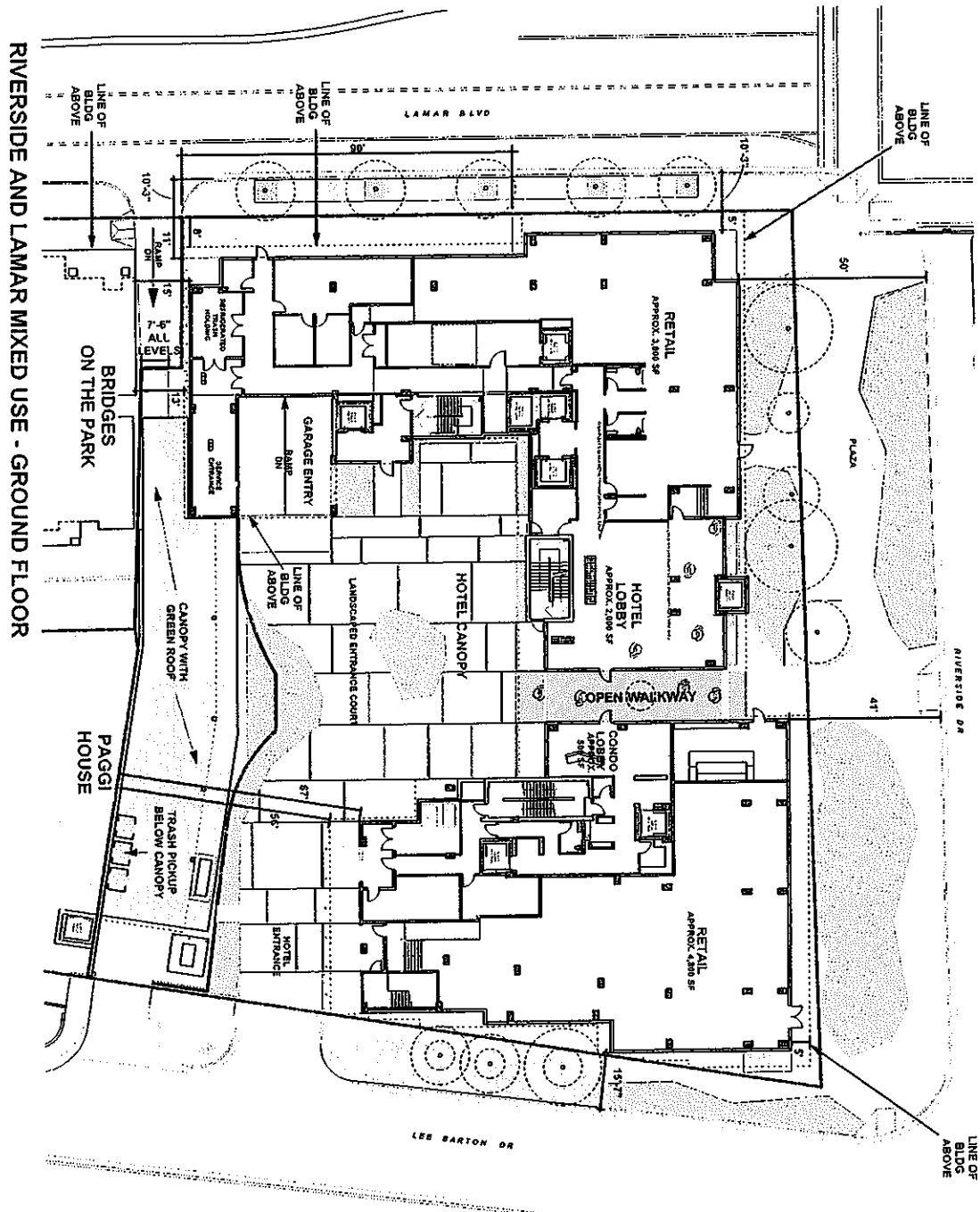


Exhibit "D"

Perspective Showing Covered Service Driveway



Exhibit "E"

Easement

[See Attached]

DOC. NO.
92023001

FILM CODE

00004805066

DRAINAGE EASEMENT

THE STATE OF TEXAS ()
 () KNOW ALL BY THESE PRESENTS;
COUNTY OF TRAVIS ()

THAT Victor Powell, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Austin, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the City of Austin, a municipal corporation situated in the Counties of Travis, Williamson, and Hays, and whose address is P.O. Box 1088, Austin, Texas 78767-1088, ATTN: Real Estate Division, an easement for the construction, operation, maintenance, replacement, upgrade and repair of a storm water drainageway to consist of an enclosed storm sewer pipe in, upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

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 said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said enclosed storm sewer pipe and for making connections therewith.

REAL ESTATE
TRAVIS CO.

11643 0201

IN WITNESS THEREOF, Grantors have caused this instrument to be
executed on this 10th day of ~~February~~, 1992, A.D..
MARCH

Victor Powell
Victor Powell
213 S. Lamar Blvd.
Austin, Texas 78704

STATE OF NEW YORK (4)
(1)
COUNTY OF ROCKLAND (4)

Before me, the undersigned authority, on this day personally
appeared Victor Powell, known to me to be the person whose name
is subscribed to the foregoing instrument and he acknowledged to
me that he executed the same for the purposes and considerations
therein expressed and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE, this the 10th day of
~~February~~, 1992 A.D..
MARCH

Morton L. Weiss
Notary Public, State of New York

Printed Name: MORTON L. WEISS

My Commission Expires: Aug 31 1992

MORTON L. WEISS
Notary Public, State of New York
No. 41494-0200
Qualified in Rockland County
Aug 31 1992

REAL PROPERTY RECORDS
TRAVIS COUNTY

11643 0202

FIELD NOTES FOR TWO TRACTS OF LAND OUT OF THE ISAAC DECKER LEAGUE IN TRAVIS COUNTY, TEXAS, BEING 153.7 SQUARE FEET AND 1078.9 SQUARE FEET OF LAND, TO BE REFERRED TO HEREIN AS "TRACT A" AND "TRACT B" RESPECTIVELY, BOTH BEING A PORTION OF THAT TRACT CONVEYED TO JOSEPH AND VICTOR POWELL BY DEED RECORDED IN VOLUME 345, PAGE 106, TRAVIS COUNTY DEED RECORDS, SAID TRACTS A AND B BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT A (153.7 SQUARE FEET)

BEGINNING at a point on the west line of said Powell tract, said point bearing S20°29'24"W 12.30 feet from a steel pin found at the northwest corner of said Powell tract;

THENCE S76°51'40"E 110.30 feet to a point on the north line of said Powell tract;

THENCE S70°27'36"E 0.44 feet with the north line of said Powell tract to a point for corner;

THENCE N78°14'41"W 111.12 feet to a point on the west line of said Powell tract;

THENCE N20°29'24"E 2.75 feet to the point of BEGINNING, containing 153.7 square feet of land.

TRACT B (1078.9 SQUARE FEET)

BEGINNING at a point on the west line of said Powell tract, said point bearing S20°29'24"W 25.27 feet from a steel pin found at the northwest corner of said Powell tract;

THENCE S78°14'41"E 186.52 feet to a point on the north line of said Powell tract;

THENCE S70°27'36"E 53.54 feet to a steel pin found at the northeast corner of said Powell tract;

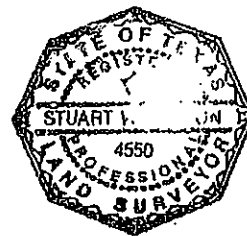
THENCE S30°00'W 0.99 feet with the east line of said Powell tract to a point for corner;

THENCE N76°51'40"W 239.69 feet to a point on the west line of said Powell tract;

THENCE N20°29'24"E 2.43 feet to the point of BEGINNING, containing 1078.9 square feet of land.

Prepared February 14, 1992 by:

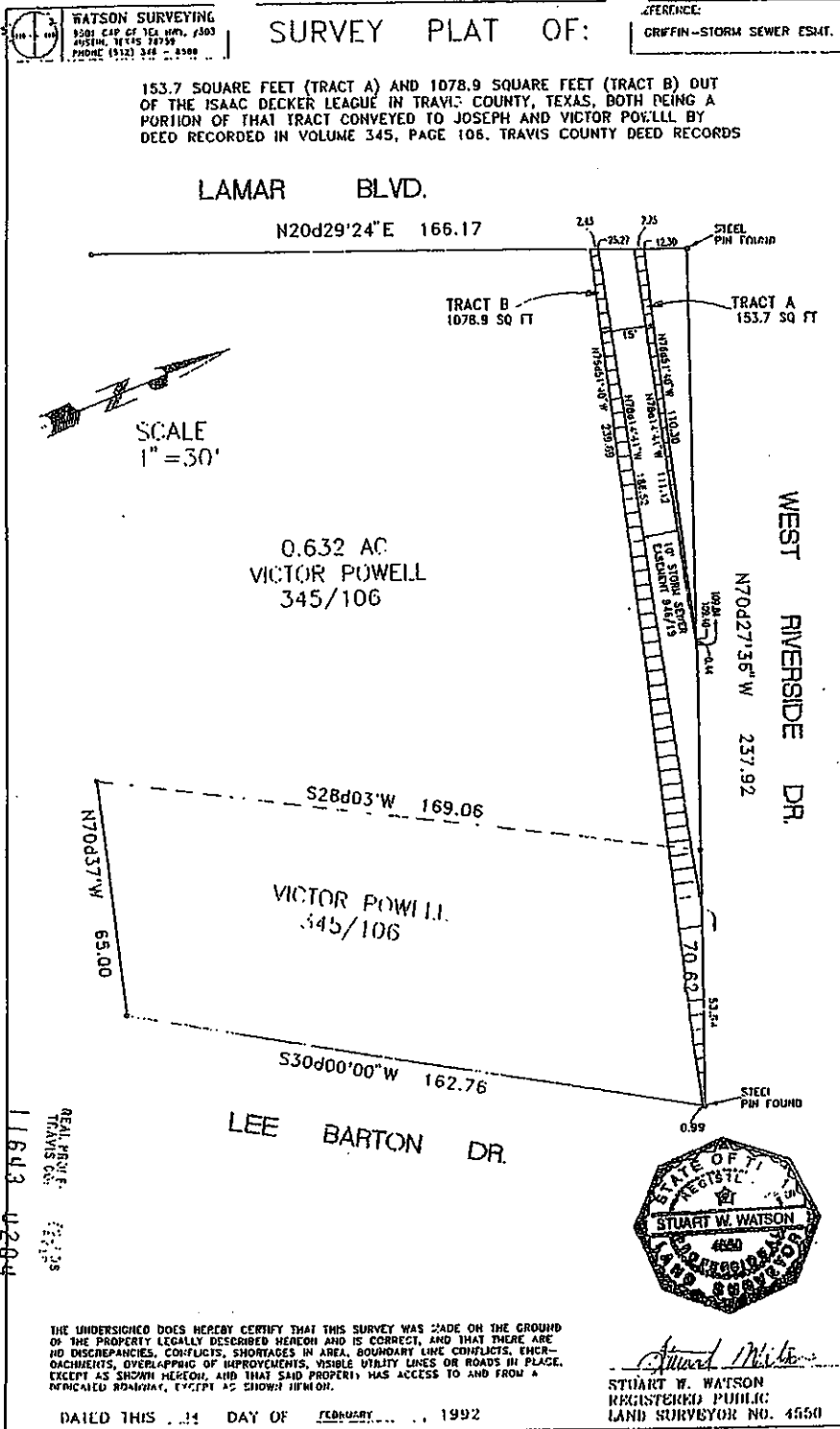
Stuart Watson
Stuart Watson, RPLS 4550
9501 Cap of Tex Hwy, #303
Austin, TX 78759 PH 346-8566



REAL PROMPT
TRAVIS CO.

11643 0203

FIELD NOTES REVIEWED
BY *[Signature]* Date *2/24/92*
Engineering Support Section
Department of Public Works
and Transportation



FILED
Mar 16 11 38 AM '92
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED for
the date and at the time and place herein by me, and
was then RECORDED, in the Volume and Page of the
Public RECORDS of Travis County, Texas on

MAR 16 1992



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

Geoffrey Avila
899-2711 *Kim Terrell*

Ret
R. Renteria /ucc /past
Dept.



REAL PROVE. 01-305
TRAVIS COOK
11643 0205

Being a part of Lot No. 2, Glenview Addition in the City of Austin, Travis County, Texas, according to the map or plat of records in Vol. 3, page 109, of the Plat Records of Travis County, Texas, and described by metes and bounds as follows:

Beginning at the southeast corner of said Lot No. 2, said beginning point being in the west line of Kerbey Lane;

thence northerly with the west line of Kerbey Lane for a distance of five feet; thence westerly with a line parallel to the south line of said Lot No. 2 for a distance of 118.8 feet to a point in the west line of said Lot No. 2; thence northerly with the west line of said Lot No. 2, for a distance of 50 feet; thence easterly with a line parallel to the south line of said Lot No. 2 for a distance of 118.8 feet to a point in the east line of said Lot No. 2, and the west line of Kerbey Lane; thence southerly with the east line of said Lot No. 2 and the west line of Kerbey Lane for a distance of 50 feet to the place of beginning, of the tract conveyed.

It is understood that the above described property does not constitute any part of the homestead of grantor herein.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said G. R. Ogletree, his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said G. R. Ogletree, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand this 27th day of January, A. D. 1949.

(\$1.65 U. S. Int. Rev. Stamps Can.)

Walter Bohn

THE STATE OF TEXAS #

COUNTY OF TRAVIS #

BEFORE ME, the undersigned authority, on this day personally appeared Walter Bohn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27th day of January, A. D. 1949.

(Notary Seal)

Arthur E. Fihlgren

Notary Public, Travis County, Texas.

Filed for record Jan. 28, 1948 at 12:00 Noon ----- Recorded Jan. 29, 1949 at 11:25 A. M.

C THE STATE OF TEXAS #

COUNTY OF TRAVIS #

KNOW ALL MEN BY THESE PRESENTS:

That we, Joe C. Powell and wife, Ida Ross Powell, of Travis County, Texas, Victor Powell and wife, Mary Louise Powell, of Rockland County, New York, and Joseph G. Powell of Los Angeles County, California, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and the further consideration of the benefits accruing to us by reason of the drainage to be provided on the easement herein granted, the sufficiency of which consideration is hereby acknowledged and confessed, have this day granted, sold and conveyed, and by these presents do grant, sell and convey unto the City of Austin, a municipal corporation situated in the County of Travis and State of Texas, an easement and right of way for the construction and maintenance of an enclosed storm sewer, to, upon and across the following described property, to wit:

A strip of land ten (10) feet in width, same being out of and a part of the north one-half ($\frac{1}{2}$) of a 7.6 acre tract of land out of the Eugonia Paggi Place in the W. E. Goodrich Estate, a subdivision by W. E. Goodrich of a portion of the Isaac Dacker League within Travis County, Texas, according to a map or plat of said Goodrich Estate of record in Volume 27, page 374, of the Deed Records of Travis County, Texas, which north one-half ($\frac{1}{2}$) of said 7.6 acre tract of land was conveyed to Joseph Powell and Victor Powell by warranty deed dated August 7, 1933, of record in Volume 491, page 336, of the Deed Records of Travis County, Texas; and a life interest in and to said north one-half ($\frac{1}{2}$) of said 7.6 acre tract was conveyed to J. C. Powell by estate deed dated August 7, 1933, of record in Volume 491, page 333, of the Deed Records of Travis County, Texas. the centerline of said strip of land ten (10) feet in width being more particularly described by metes and bounds as follows:

Beginning at a point in the east line of Lamar Boulevard and from which point of beginning an iron stake at the point of intersection of the east line of Lamar Boulevard with the south line of Robert E. Lee Road, bears N. 20° 47' E. 20.16 feet;

Thence S. 78° 28' E. 148.95 feet to point of termination on the south line of Robert E. Lee Road, and from which point of termination the aforementioned point of intersection of the south line of Robert E. Lee Road with the east line of Lamar Boulevard bears N. 70° 43' W. 147.11 feet.

To have and to hold the same perpetually to the City of Austin, and its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said sewer, and for making connections therewith all upon the condition that the City of Austin will at all times after doing any work in connection with the construction or repair of said sewer, restore the surface of said premises to the condition in which the same was found before such work was undertaken.

Witness our hands this 27 day of January, 1949.

Joe C. Powell

Ida Ross Powell

Victory Powell

By John D. Cofer, Atty in fact

Mary Louisa Powell

By John D. Cofer, Atty in fact

Joseph G. Powell

By John D. Cofer, Atty in fact

THE STATE OF TEXAS #

COUNTY OF TRAVIS #

BEFORE ME, the undersigned authority, on this day personally appeared Joe C. Powell and Ida Ross Powell, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Joe C. Powell acknowledged to me that he executed the same for the purposes and consideration therein expressed; and the said Ida Ross Powell, wife of the said Joe C. Powell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ida Ross Powell, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 27th day of January, 1949.

(Notary Seal)

G. Mune Cofer

Notary Public in and for Travis County, Texas.