STREET DEED

Date: 9/14/2018

Grantor: Bhezad Bahrami and HDF Investments, Ltd., a Texas limited partnership

Grantor’s Address: P.O. Box 8263 Austin, Texas 78708-2653 and 6600 Lost Horizon Drive Austin, Texas 78759-6175

City: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

City’s Address: P.O. Box 1088 Austin, Travis County, Texas 78767-1088

Property: 0.0678 acres of land, more or less, situated in Travis County, Texas, being more particularly described in the attached Exhibits A, B and C.

Consideration: Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: Any easements, liens, encumbrances, general real estate taxes on the Property for the current year, zoning laws, regulations and ordinances of municipal and other governmental authorities, and other matters not subordinated to the Property and of record in the Real Property Records of the Texas county in which the Property is located that are valid, existing, and affect the Property as of the Date

GRANTOR, for the Consideration, does GRANT, SELL, AND CONVEY unto CITY the Property, together with all improvements on it and all rights and appurtenances thereto (including, without limitation, any right, title, and interest of Grantor in and to (i) any water and wastewater rights, utility and development rights, (ii) mineral rights and royalty interests, (iii) all easements, and adjacent streets, waterways, roads, alleys, or rights-of-way, currently in existence, and (iv) any
reversionary rights, if any; to the extent such items pertain to the Property) (collectively, the "Rights and Appurtenances").

TO HAVE AND TO HOLD the Property, together with all and singular the Rights and Appurtenances thereto in anywise belonging, unto City forever; and Grantor binds Grantor and Grantor’s heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the title to the Property, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming, or to claim the Property, or any part of the Property, when the claim is by, through, or under Grantor, but not otherwise.

City assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Except where the context otherwise requires, Grantor includes Grantor’s heirs, successors, and assigns and City includes City's employees, agents, consultants, contractors, successors, and assigns, and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---
Executed effective the Date first above stated.

Grantor:
Behzad Bahrami
By: [Signature]
Behzad Bahrami

HDF Investments, Ltd., a Texas limited partnership

By: H.D. Foster Management, LLC, a Texas limited liability company, its general partner

By: [Signature]
Heler Doris Clark Foster, Manager
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 14th day of September, 2018, by Behzad Bahrami.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 18th day of September, 2018, by Helen Doris Clark Foster, as manager of H.D. Foster Management, LLC, a Texas limited liability company, as general partner of HDF Investments, Ltd., a Texas limited partnership on behalf of said partnership.

[Signature]
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: __________________________
Name: _________________________
Title:  Assistant City Attorney
0.0301 ACRES, (APPROX. 1,313 Sq. Ft.)
METES AND BOUNDS DESCRIPTION
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

A DESCRIPTION TO ACCOMPANY A SKETCH OF A 0.0301 ACRE (APPROX. 1,313 Sq. Ft.) TRACT OF LAND, SITUATED IN THE J.P. WALLACE SURVEY No. 57, ABSTRACT No. 789, LOCATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THOSE CERTAIN THREE (3) SEPARATE TRACTS OF LAND BEING DESCRIBED AS A CALLED 0.625 ACRE TRACT OF LAND IN THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO HDF INVESTMENTS, LTD., DATED DECEMBER 21, 1998 AND APPEARING OF RECORD IN VOLUME 13335, PAGE 1735 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THOSE TWO (2) CERTAIN TRACTS OF LAND BEING DESCRIBED AS PROPERTY #63 AND TRACT 2, IN A SPECIAL WARRANTY DEED, CONVEYED TO HDF INVESTMENTS, LTD., DATED DECEMBER 21, 1998 AND APPEARING OF RECORD IN VOLUME 13335, PAGE 1479 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CORRECTED IN A CORRECTION SPECIAL WARRANTY DEED, CONVEYED TO HDF INVESTMENTS, LTD., DATED APRIL 13, 1999 AND APPEARING OF RECORD UNDER DOCUMENT No. 1999008229 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0301 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found ½-inch iron rod along the current northeasterly right-of-way line of Wonsley Drive, having a variable right-of-way width, same being the current southeasterly corner of the aforesaid 0.625 Acre tract of land, same being the southeasterly corner of a called 0.62 (Found 0.626) Acre tract of land being more particularly described as Tract 2 in that certain Warranty Deed, conveyed to Behzad Bahrami, dated August 31, 2016 and appearing of record under Document No. 20160145600 of the Official Public Records of Travis County, Texas, same being the southeasterly corner of the herein, described 0.0301 Acre tract of land and from which a found ½-inch iron rod, bears South 61° 52' 59" East, along the northeasterly right-of-way line of the said Wonsley Drive, a distance of 99.86 feet for the southeasterly corner of said Tract 2, same being the southeasterly corner of that certain property being described as Tract 1, in the said Warranty Deed, appearing of record under Document No. 2016145500;

THENCE North 61° 52' 59" West, along the current northwesterly right-of-way line of the aforesaid Wonsley Drive, same being the southeasterly property line of the aforementioned 0.625 Acre tract of land, a distance of 99.81 feet to a found ½-inch iron rod for the northwesterly corner of said 0.625 Acre tract of land, same being the southeasterly property corner of the aforementioned Tract 2;

Exhibit A
THENCE continuing along the current northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the southwesterly property line of the aforementioned Tract 2, the following Two (2) courses and distances:

1). North 60° 35' 34" West, a distance of 83.48 feet to a previously set ½-inch iron rod with plastic cap, stamped "4863" for a point of angle;

2). North 60° 47' 30" West, a distance of 16.11 feet to a found nail for the southwesterly property corner of said Tract 2, same being the southeasterly property corner of the aforementioned Property #63;

THENCE North 60° 43' 00" West, continuing along the current northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the southwesterly property line of the aforementioned Property #63, a distance of 100.06 feet to a found ½-inch iron rod for the southwesterly property corner of said Property #63, same being the southeasterly lot corner of Lot A, Morris Addition, a subdivision appearing of record in Volume 57, Page 100 of the Plat Records of Travis County, Texas, same being the southwesterly corner of the hereon, described 0.0301 Acre tract of land;

THENCE North 27° 34' 18" East, along the northwesterly property line of the aforementioned Property #63, same being the southeasterly property line the aforesaid Lot A, a distance of 2.98 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for the northwesterly corner of the hereon, described 0.0301 Acre tract of land, same being the proposed southeasterly property corner of said Property #63, same being the proposed northeasterly right-of-way line the aforesaid Wonsley Drive;

THENCE South 61° 21' 35" East, over and across the aforementioned Property #63, with the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the proposed southeasterly property line of said Property #63, a distance of 100.02 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for an angle point along the northeasterly property line of the hereon, described 0.0301 Acre tract of land, same being the proposed southeasterly property corner of said Property #63, same being the proposed southeasterly property corner of the aforementioned Tract 2;

THENCE over and across the aforementioned Tract 2, with the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the proposed southeasterly property line of said Tract 2, the following Two (2) courses and distances:

1). South 61° 18' 30" East, a distance of 16.48 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for an angle point along said;

2). South 61° 10' 27" East, a distance of 83.10 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for an angle point along the proposed northeasterly right-of-way line of said Wonsley Drive, same being the proposed southeasterly property corner of said Tract 2, same being the proposed southeasterly property corner of the aforementioned 0.625 Acre tract of land;
THENCE South 61° 49' 04" East, traveling over and across the aforementioned 0.625 Acre tract of land, same being the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the proposed southwesterly property line of said 0.625 Acre tract of land, a distance of 99.82 feet to a set ¾-inch iron rod with plastic cap, stamped "4863" for the northeasterly corner of the hereon, described 0.0301 Acre tract of land, same being the proposed southeasterly property corner of said 0.625 Acre tract of land, same being a point along the westerly property line of the aforesaid called 0.62 Acre tract of land;

THENCE South 27° 30' 53" West, along the current southeasterly property line of the aforementioned 0.625 Acre tract of land, same being the northwesterly property line of the aforesaid called 0.62 Acre tract of land, a distance of 4.98 feet to the POINT OF BEGINNING, containing the hereon, described 0.0301 Acre (Approx. 1,313 Sq. Ft.) tract of land, more or less.

Survey on the ground February 24, 2018.

Attachment: A separate sketch accompanies this metes and bounds description.

Bearings are based on the Texas Coordinate System, North American Datum of 1983, Central Zone (FIPS 4203), utilizing the local VRS Network Base No. PRS370780058369.

Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

July 18, 2018
0.0223 ACRES, (APPROX. 971 Sq. Ft.)
METES AND BOUNDS DESCRIPTION
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

A DESCRIPTION TO ACCOMPANY A SKETCH OF A 0.0223 ACRE (APPROX. 971 Sq. Ft.) TRACT OF LAND, SITUATED IN THE J.P. WALLACE SURVEY No. 57, ABSTRACT No. 789, LOCATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THOSE TWO (2) SEPARATE TRACT(s) OF LAND BEING DESCRIBED AS TRACT(s) 1 AND 2, IN THAT CERTAIN WARRANTY DEED, CONVEYED TO BEHZAD BAHRAMI, DATED AUGUST 31, 2016 AND APPEARING OF RECORD UNDER DOCUMENT No. 2016145800 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0223 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found ½-inch iron rod along the current northeasterly right-of-way line of Wonsley Drive, having a variable right-of-way width, same being the southerly corner of the herein, described 0.0223 Acre tract of land, same being the current southerly property corner of the aforementioned Tract 2, same being the southeasterly property corner of a called 0.625 (Found 0.624) Acre tract of land being described that certain Special Warranty Deed, conveyed to HDF Investments, LTD., dated December 21, 1998 and appearing of record in Volume 13335, Page 1736 of the Real Property Records of Travis County, Texas, and from which a found ½-inch iron rod, bears North 91° 52' 59" West, a distance of 99.81 feet for the northeasterly property corner the said called 0.625 Acre tract of land, same being the southeasterly property corner of that certain property being described as Tract 2, in a Special Warranty Deed, conveyed to HDF Investments, LTD., dated December 21, 1998 and appearing of record in Volume 13335, Page 1470 of the Real Property Records of Travis County, Texas and corrected under that certain Correction Special Warranty Deed, conveyed to HDF Investments, LTD., dated April 13, 1999 and appearing of record under Document No. 1699008229 of the Official Public Records of Travis County, Texas;

THENCE North 27° 30' 53" East, along the current northeasterly property line of the aforementioned Tract 2, same being the southeasterly property line of the called 0.625 Acre tract of land, a distance of 4.98 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for the northeasterly corner of the herein, described 0.0223 Acre tract of land, same being the proposed southeasterly property corner of said Tract 2, same being the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive;

THENCE South 61° 50' 19" East, over and across the aforementioned Tract 2, with the proposed southeasterly property line of said Tract 2, same being the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive, a distance of 99.87 feet to a set ½-inch iron rod with plastic cap, stamped "4863" for an angle point along the northeasterly property line of the herein, described 0.0223 Acre tract of land, same
being the proposed southeasterly property corner of said Tract 2, same being the proposed swoutheasterly property corner of the aforementioned Tract 1;

THENCE South 61° 47' 12" East, over and across the aforementioned Tract 1, with the proposed southeasterly property line of said Tract 1, same being the proposed northeasterly right-of-way line of the aforesaid Wonsley Drive, a distance of 100.14 feet to a set ½-inch iron rod with plastic cap, stamped "463" for the norheasterly corner of the hereon, described 0.0223 Acre tract of land, same being the proposed southeasterly property corner of said Tract 1, same being a point along the swoutheasterly property line of a called 2.48 (Found 2.496) Acre tract of land, according to that certain Special Warranty Deed, conveyed to HDF Investments LTD., dated December 21, 1998 and appearing of record in Volume 13335, Page 1732 of the Real Property Records of Travis County, Texas;

THENCE South 27° 38' 21" West, along the current southeasterly property line of the aforementioned Tract 1, same being the northeasterly property line of the aforesaid called 2.48 Acre tract of land, a distance of 4.78 feet to a found ½-inch iron rod for the southeasterly corner of the hereon, described 0.0223 Acre tract of land, same being a point along the current norheasterly right-of-way line of the aforesaid Wonsley Drive, same being the current southeasterly property corner of said Tract 1, same being the swoutheasterly property corner of said called 2.48 Acre tract of land;

THENCE North 61° 48' 52" West, along the current norheasterly right-of-way line of the aforesaid Wonsley Drive, same being the current swoutheasterly property line of the aforementioned Tract 1, a distance of 100.14 feet to a found ½-inch iron rod for the current swoutheasterly property corner of said Tract 1, same being the current southeasterly property corner of the aforementioned Tract 2;

THENCE North 61° 56' 18" West, continuing along the current norheasterly right-of-way line of the aforesaid Wonsley Drive, same being the current swoutheasterly property line of the aforementioned Tract 2, a distance of 99.86 feet to the POINT OF BEGINNING, containing the hereon, described 0.0223 Acre (Approx. 971 Sq. Ft.) tract of land, more or less.

Survey on the ground February 24, 2018.

Attachment: A separate sketch accompanies this metes and bounds description.

Bearings are based on the Texas Coordinate System, North American Datum of 1983, Central Zone (FIPS 4203), utilizing the local VRS Network Base No. PRS370780059369.

Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

July 18, 2018
A SKETCH TO ACCOMPANY A DESCRIPTION OF A 0.0223 ACRE (APPROX. 971 SQ. FT.) TRACT OF LAND, SITUATED IN THE J. P. WALLACE SURVEY NO. 57, ABSTRACT NO. 789, LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THOSE TWO (2) SEPARATE TRACTS OF LAND BEING DESCRIBED AS TRACTS 1 AND 2, IN THAT CERTAIN WARRANTY DEED, CONVEYED TO BENZAD BAHAMI, DATED AUGUST 31, 2018 AND APPEARING OF RECORD UNDER DOCUMENT No. 2016145600 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND
- BOUNDARY FOUNDED POINT (NOTED)
- CALCULATED POINT

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<td>L2</td>
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0.524 ACRES
[27,180 SQ. FT.]
OWNER: HDF INVESTMENTS, LTD.
(VOL. 13335, PAGE 1735)
R.P.R.T.C.T.

0.615 ACRES
[26,305 SQ. FT.]
REMAINING PORTION OF TRACT 2
CALLED 0.615 ACRES
OWNER: BENZAD BAHAMI
(DOC. No. 2016145600)
O.P.R.T.C.T.

1.240 ACRES
[53,903 SQ. FT.]
REMAINING PORTION OF TRACT 1
CALLED 1.240 ACRES
OWNER: BENZAD BAHAMI
(DOC. No. 2016145600)
O.P.R.T.C.T.

2.466 ACRES
[108,741 SQ. FT.]
OWNER: HDF INVESTMENTS, LTD.
(VOL. 13335, PAGE 1732)
R.P.R.T.C.T.

NOTES:
1)أوضانات are based on the Texas Coordinate System, North American Datum of 1983, Central Zone 4.D0, utilizing the local 31.42 base.

2) GRID DISTANCES SHOWN ARE IN U.S. SURVEY FEET

3) THIS SURVEY WAS NOTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS OR OTHER MATTERS THAT ARE NOT LISTED OR SHOWN HERETO THAT AFFECT THE PROPERTY. THE SURVEYOR HAS MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY.

4) THIS SKETCH IS ACCOMPANYING A SEPARATE METES AND BOUNDS DESCRIPTION.

5) THE APPROXIMATE CENTER LINE OF WONSLEY DRIVE, HAVING A VARIABLE RIGHT-OF-WAY WIDTH, WAS DEVELOPED UTILIZING AN ON THE GROUND BOUNDARY SURVEY OF THE SUBJECT AND ADJOINING TRACTS OF LAND.

WONSLEY DRIVE SUBDIVISION
[VOL. 19, PAGE 7]
R.P.R.T.C.T.

LOT 8
WONSLEY DRIVE SUBDIVISION
[VOL. 19, PAGE 7]
R.P.R.T.C.T.

PROJECT: POWELL TRACTS
CLIENT: JOURNEYMANN
DATE: 07/18/2018
SCALE: 1" = 80'2"
DRAWN BY: FUTURE

WEB: www.paste.com
EMAIL: sales@paste.com

EAGLE EYE SURVEYING
1807 S. HIGHWAY 132
FRANKLIN, TX 78641
(512) 494-4448

TIPLS FIRM: 2016145600
SHEET: 01 OF 01
0.0154 ACRES, (APPROX. 670 Sq. Ft.)  
METES AND BOUNDS DESCRIPTION  
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  

A DESCRIPTION TO ACCOMPANY A SKETCH OF A 0.0154 ACRE (APPROX. 670Sq. Ft.) TRACT OF LAND, SITUATED IN THE J.P. WALLACE SURVEY No. 57,  
ABSTRACT No. 789, LOCATED IN THE CITY OF AUSTIN, TRAVIS COUNTY,  
TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION  
OF A CALLED 2.46 (FOUND 2.496) ACRE TRACT OF LAND BEING DESCRIBED IN  
THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO HDF INVESTMENTS,  
LTD., DATED DECEMBER 21, 1998 AND APPEARING OF RECORD IN VOLUME  
13333, PAGE 1792 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY,  
TEXAS, SAID 0.0154 ACRE TRACT OF LAND BEING MORE PARTICULARLY  
DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:  

BEGINNING at a found ½-inch iron rod along the current northeasterly right-of-way line  
of Wonsley Drive, having a variable right-of-way width, same being the current  
southwesterly property corner of the aforementioned called 2.46 Acre tract of land, same  
being the southwesterly corner of the heron, described 0.0154 Acre tract of land, same  
being the southwesterly property corner of that certain property being described as Tract  
2 In a Warranty Deed, conveyed to Behzad Bahrami, dated August 31, 2016 and  
appearing of record under Document No. 2016145600 of the Official Public Records of  
Travis County, Texas and from which a found ½-inch iron rod bears North 61° 48’ 52’’  
West, along the current northeasterly right-of-way line of said Wonsley Drive, a distance  
of 100.14 feet to the to the southwesterly corner of said Tract 1, same being the  
southwesterly property corner of that certain property being described as Tract 2,  
according to the said Warranty Deed appearing of record under Document No.  
2016145600;  

THENCE North 27° 38’ 21” East, along the current northwesterly property line of the  
aforementioned called 2.46 Acre tract of land, same being the southwesterly property  
line of the aforesaid Tract 1, a distance of 4.78 feet to a set ½-inch iron rod with plastic  
cap, stamped *4863* for the northwesterly corner of the heron, described 0.0154 Acre  
tract of land, same being the proposed southwesterly property corner of the said called  
2.46 Acre tract of land, same being a point along the proposed northeasterly right-of-way  
line of the aforesaid Wonsley Drive;  

THENCE South 62° 34’ 42” East, over and across the aforementioned called 2.46 Acre  
tract of land, with the proposed southerly property line of said called 2.46 Acre tract of  
land, same being the proposed northeasterly right-of-way line of the aforesaid Wonsley  
Drive, a distance of 200.35 feet to a set ½-inch iron rod with plastic cap, stamped *4863*  
for the northeasterly corner of the heron, described 0.0154 Acre tract of land, same  
being the proposed southeasterly property corner of said called 2.46 Acre tract of land,  
same being a point along the northwesterly property line of Lot 1, of the L and H Addition.  

Exhibit C
a subdivision appearing of record in Volume 71, Page 77 of the Plat Records of Travis County, Texas and being that same tract of land being described in that certain Special Warranty Deed, conveyed to Wonsley Plaza, LLC., dated October 11, 2017 and appearing of record under Document No. 201764239 of the Official Public Records of Travis County, Texas;

THENCE South 27° 42’ 43” West, along the current southeasterly property line of the aforementioned called 2.46 Acre tract of land, same being the northerly property line of the aforesaid Lot 1, a distance of 1.91 feet to a found ¾-inch iron rod for the point along the current northwest corner line of the aforesaid Wonsley Drive, same being the current southeasterly property corner of said called 2.46 Acre tract of land, same being the southwest corner of said Lot 1 and the southeast corner of the hereon, described 0.0154 Acre tract of land;

THENCE North 63° 23’ 59” West, along the current northeasterly right-of-way line of the aforesaid Wonsley Drive, same being the current southwest property line of the aforementioned called 2.46 Acre tract of land, a distance of 200.37 feet to the POINT OF BEGINNING, containing the hereon, described 0.0154 Acre tract of land, more or less.

Survey on the ground February 24, 2018.

Attachment: A separate sketch accompanies this metes and bounds description.

Bearings are based on the Texas Coordinate System, North American Datum of 1983, Central Zone (FIPS 4203), utilizing the local VRS Network Base No. PRS370780058389.

[Signature]

Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4883

July 18, 2018
A SKETCH TO ACCOMPANY A DESCRIPTION OF A 0.0154 ACRE (APPROX. 670 Sq. Ft.) TRACT OF LAND, SITUATED IN THE J. P. WALLACE SURVEY No. 67, ABSTRACT No. 788, LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN CALLED 2.486 ACRE TRACT OF LAND BEING DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO HDF INVESTMENTS, LTD., DATED DECEMBER 21, 1998, AND APPEARING OF RECORD IN VOLUME 1335, PAGE 1732 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

LEGEND
- BOUNDARY FOUNDING (NOTED)
- CALCULATED POINT

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<th>Length</th>
<th>Direction</th>
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<td>L1</td>
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<td>N27° 39' 21&quot;W</td>
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<tr>
<td>L2</td>
<td>1.91'</td>
<td>S27° 42' 43&quot;W</td>
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</table>

TRACT 1
1.355 ACRES (54,474 Sq. Ft.)
OWNER: BEHZAD BAHRAMI
(Doc. No: 2031645600)
O.R.T.C.T.

2.486 ACRES
(108,070 Sq. Ft.)
REMAINING PORTION OF CALLED 2.486 ACRES
OWNER: HDF INVESTMENTS, LTD.
(VOL. 1335, PAGE 1732)
O.R.T.C.T.

LOT 1
LAND ADDITION
(VOL. 7L, PAGE 77)
O.R.T.C.T.
OWNER: WONSLEY PLAZA, LLC
(Doc. No: 203164238)
O.R.T.C.T.

LOT 8
WONSLEY DRIVE SUBDIVISION
(VOL. 19, PAGE 7)
O.R.T.C.T.

NOTES:
1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE 42S, UTILIZING THE LOCAL VRS NETWORK BASE No. P5SST070056528.

2) GRID DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS OR OTHER MATTERS THAT ARE NOT LISTED OR SHOWN HEREIN THAT AFFECT THE PROPERTY. THIS SURVEY WAS MADE NO DEPENDENT ON THE SURVEYOR'S INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY.

4) THIS SKETCH IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

5) THE APPROPRIATE CENTER LINE OF WONSLEY DRIVE HAVING A variable RIGHT-OF-WAY WIDTH WAS DEVELOPED UTILIZING AN ON THE GROUND BOUNDARY SURVEY OF THE SUBJECT AND ADJOINING TRACTS OF LAND.

PROJECT: POWELL TRACTS
CLIENT: JOURNEYMAN
DATE: 01/18/2018
SCALE: 1" = 50' FT.
DRAWN BY: NAME

EAGLE EYE
1807 S. HIGHWAY 183
LEANDER, TEXAS 78641
(512) 494-1468

WEB: web ee
EMAIL: web@ee

TRP LS FIRM
01 OF 01
01/18/2018
AFFIDAVIT AS TO DEBTS, LIENS, AND OCCUPANCIES
[OWNERSHIP TYPE - ENTITY]

Date: September 6, 2018

Affiant: Helen Doris Clark Foster, in the capacity stated herein

Affiant Title: Manager of H.D. Foster Management, LLC, a Texas limited liability the general partner of HDF Investments, Ltd., a Texas limited partnership

Owner: HDF Investments, Ltd., a Texas limited partnership

Grant Document: The document to which this Affidavit as to Debts, Liens, and Occupancies is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner’s records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest, based on my actual knowledge without inquiry or investigation and except as disclosed on any current commitment issued in connection with Casc C14-2018-0024 (Powell Lane Apartments), that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. Except for the existing lease on the Property, there is no other lease not subordinated to the Grant Document entered into with any person with respect to the Property;

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4. all labor, services, and materials (the "Labor and Materials") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

HDF Investments, Ltd., a Texas limited partnership
By: H.D. Foster Management, LLC, a Texas limited liability, its General Partner

By: Helen Doris Clark Foster, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Helen Doris Clark Foster, as Manager of H.D. Foster Management, LLC, a Texas a Texas limited liability, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on September 6, 2018.

Notary Public, State of Texas
CONSENT BY TENANT

Date: Sept 9, 2018
Tenant: Rosa Dominguez
Tenant Notice Address: 500 E. Wonsley Dr. Austin, TX 78753
Lease Agreement: Termination dated Oct 10, 2018
Grant Document: The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.
Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Lease Agreement regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Tenant at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.
Executed effective the Date first above stated.

[Signature]

By: [Tenant]

Name: [Rosa Duz]

Title: ________

STATE OF Texas $
COUNTY OF Travis $

Before me, the undersigned notary, on this day personally appeared [Rosa Duz] ___ of 500 E. Worsley, Austin, TX, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on [Sept 9, 2018].

[Seal]

BEE GEE JOHNSON
NOTARY PUBLIC
ID # 8780209
State of Texas
Comm. Exp. 06-23-2021

Notary Public, State of Texas
CONSENT BY TENANT

Date: Sept-9, 2018
Tenant: [Signature]
Tenant Notice Address: 410 W. Wonsley, Austin, TX 78753

Lease Agreement: Dated Oct 10, 2018

Grant Document: The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Lease Agreement regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Tenant at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.
Executed effective the Date first above stated.

ONORE 11

By: Tenant
Name: ONORE
Title: 

STATE OF Texas
COUNTY OF Travis

Before me, the undersigned notary, on this day personally appeared Onore,
Nondragor of 410 E. Wonsley, Austin, TX, known to me through valid identification
to be the person whose name is subscribed to the preceding instrument and acknowledged to me
that the person executed the instrument in the person’s official capacity for the purposes and con-
sideration expressed in the instrument.

Given under my hand and seal of office on Sept 9, 2018.

[Seal]

Notary Public, State of Texas

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CONSENT BY TENANT

Date: Sept 9 2018
Tenant: Lucina Dominguez
Tenant Notice Address: 410 E. Wondley Dr.

Austin, TX 78753

Lease Agreement: Termination dated Oct. 10, 2018

Grant Document: The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Lease Agreement regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Tenant at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.
Executed effective the Date first above stated.

Lucina Dominguez

By: Tenant
Name: Lucina Dominguez
Title: ___

STATE OF Texas $
COUNTY OF Travis $

Before me, the undersigned notary, on this day personally appeared Lucina Dominguez, 410 E. Wonsley, Austin, TX, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on Sept. 9, 2018

[Seal]

BEE BEE JOHNSON
NOTARY PUBLIC
ID 8760269
State of Texas
Commission 05-29-2021

Notary Public, State of Texas
Date: 9/13 2018

Affiant: Behzad Bahrami

Affiant Title: Behzad Bahrami

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit as to Debts, Liens, and Occupancies is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "Labor and Materials") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.
STATE OF Texas  
COUNTY OF Travis  

Before me, the undersigned notary, on this day personally appeared

[Signature] of [Street Address], a [Occupation], known to me through valid identification to
be the person whose name is subscribed to the preceding instrument and acknowledged to me
that the person executed the instrument in the person's official capacity for the purposes and
consideration expressed in the instrument.

Given under my hand and seal of office on 9/13/2013.

[Seal]

LINDA G BURTON  
Notary Public  
State of Texas  
ID # 735473-9  
My Comm. Expires 08-18-2020
CONSENT BY LIEN HOLDER

Date: Sept 14, 2018
Lien Holder: Dorothy C. Parsons
Lien Holder Notice Address: 10421 N IH 35 Austin, TX 78763

Liens: Deed of Trust dated Aug 31, 2016, from Grantor to Ede Monroe, Trustee, securing the payment of one promissory note of even date in the original principal amount of $300,000, payable to Lien Holder, of record in Document Number 2016045801, of the Official Public Records of Travis County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

COA Form A-01.0_2014-09
As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

By:  
Name: Stanley J. Frydrych  
Title: Poa

STATE OF Texas  
COUNTY OF Travis

Before me, the undersigned notary, on this day personally appeared Stanley J. Frydrych, of , a , known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on sept. 14th 2018.

[Seal]  
Notary Public, State of
CONSENT BY TENANT

Date: 9-18 2016
Tenant: Caterina Castillo
Tenant Notice Address: 504 W US 59 Dr
                           AUSTIN, TX 78753
Lease Agreement: Termination dated Sept. 30th 2018
Grant Document: The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.
Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;

2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Lease Agreement regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Tenant at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the Date first above stated.

COA Form A-01.0_2014-09
By: Caterino Castillo
Name: CEO
Title: 

STATE OF Texas §
COUNTY OF Harris §

Before me, the undersigned notary, on this day personally appeared Caterino Castillo, __________ of __________, a __________ __________, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 9/13/2013.

[Seal]

LINDA G BURTON
Notary Public, State of Texas

COA Form A-01.0_2014-09
After Recording, Please Return to:
City of Austin
Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal