City Council Questions and Answers for
Thursday, December 01, 2016

These questions and answers are related to the
Austin City Council meeting that will convene at 10:00 AM on
Thursday, December 01, 2016 at Austin City Hall
301 W. Second Street, Austin, TX

Mayor Steve Adler
Mayor Pro Tem Kathie Tovo, District 9
Council Member Ora Houston, District 1
Council Member Delia Garza, District 2
Council Member Sabino Pio Renteria, District 3
Council Member Gregorio Casar, District 4
Council Member Ann Kitchen, District 5
Council Member Don Zimmerman, District 6
Council Member Leslie Pool, District 7
Council Member Ellen Troxclair, District 8
Council Member Sheri Gallo, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

Agenda Item # 5: Authorize recurring expenditures for electronic subscriptions and professional dues and memberships with multiple agencies and vendors in an amount not to exceed $619,000.

QUESTION: Please provide a detailed list of subscriptions and dues/memberships. MAYOR PRO TEM'S OFFICE

ANSWER: See attachment.

Agenda Item # 10: Authorize additional funding for the New Central Library Project Construction Manager at Risk Contract with HENSEL PHELPS CONSTRUCTION COMPANY in the amount of $5,550,000, for a revised contractual Construction Cost Limitation not to exceed amount of $126,605,934, for the construction of the New Central Library and Related Improvements including 2nd Street Bridge, Utilities, Roadway Improvements, Shoal Creek Greenbelt Improvements, and the Seaholm Substation Art Wall. (District 9)

QUESTION: Central Library has a remaining balance of 1,563,423.58 from Austin Public Library and 135,728.87 from Public Works. If this funding runs out , which might happen soon because of timeline problem. Is their additional funding in the '17-'18 budget? If not where will it come from? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: As you may recall, the funds associated with this item were previously approved by Council, the details of which are bulleted below.

This item is asking to use these previously allocated funds for an increase in authorization to the construction cost limitation for the Construction Manager at Risk contract in the amount of $5,550,000.

Funding for this increase is available in the 2016-2017 Capital Budgets of Austin Public Library, Public Works and Austin Energy, as follows:

- Austin Public Library funding of $4,550,000 was approved through the 2016-2017 Capital budget process.

• Public Works funding of $400,000 Public was approved as part of the FY 2015 Capital budget process for the overall project.
• Austin Energy funding of $600,000 was approved in 2015 through the Capital budget process (to support the installation of the photovoltaic system) and recommended by the Electric Utility Commission on November 14, 2016.

Staff has taken into consideration any additional construction expenses anticipated with this Council request, and at this time does not believe there will be further funding required. Upon successful completion of this project, any remaining balance from the Library and/or Public Works CIP fund(s) related to this project will become available for other expenditures.

While construction of the project is progressing, the anticipated completion has moved to early 2017, with the opening date of the Library in the late spring. The addition of a photovoltaic system on the library roof and various building and life safety code requirements, have required redesign and additional construction, which are the main contributors to the change in schedule.

Agenda Item # 12: Authorize negotiation and execution of an amendment to the Indefinite Delivery/Indefinite Quantity contract with PEABODY CONSTRUCTION, INC. for the Facilities and Force Main Services Indefinite Delivery/Indefinite Quantity-Rebid contract in the amount of $1,252,665 for a total contract amount not to exceed $15,580,202.

QUESTION: 1) Do "indefinitedelivery/indefinitequantity contracts work well with timelines? 2) How many of them do we have in this department to show positive results of finishing a task on time? 3) This amendment to increase spending is it in the '17-'18 budget? 4) Where will the funds come from? Austin Water? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: 1/2) Yes, indefinite delivery/indefinite quantity (IDIQ) contracts work well with timelines as City Staff is able to issue the Work Assignment as needed and give specific timeline for the work to be completed. IDIQ contracts work as follows:
- The City issues a contract which contains an indefinite quantity of work and components of the work and indefinite delivery dates.
- The City initiates work under this IDIQ contract as individual Work Assignments. Each individual Work Assignment defines the scope, identifies the subcontractors and confirms the contract time for the specific Work Assignment to be performed. The duration of time to complete each Work Assignment is included and must be completed within that time. For all Work Assignments not completed within the contract time, liquidated damages are assessed per day and are calculated separately for each Work Assignment.
- The final Contract Amount is equal to the aggregate of all executed Work Assignments, not to exceed the amount authorized by City Council.
The Capital Contracting Office currently monitors 13 IDIQ contracts for various services and departments such as Austin Energy, Public Works, and

Austin Water. These IDIQ contracts are requested and utilized often by our customers, indicating a positive experience with these type of contracts.

3) Funding is available in the Fiscal Year 2016-2017 Capital Budget of Austin Water.

Agenda Item # 24: Authorize the consent to a partition, partial assignment and assumption of a lease agreement between The Austin Symphony Orchestra Society and Waller Creek Conservancy relating to an existing long-term lease on Symphony Square, located at 1101 Red River. (District 9)

QUESTION: 1) Can we have a detailed explanation of what the 'partition, partial assignment and assumption of the lease agreement' means and what, if any, fiscal impact it may have? 2) What kind of activity will be conducted on the property being partitioned to the Waller Creek Conservancy? 3) Also, please share a copy of the "original" lease with Austin Symphony Orchestra Society. COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: 1) The "Partition, Partial Assignment and Assumption" transfers a portion of Symphony Square's lease to the Waller Creek Conservancy resulting in two separate leases- one with the Austin Symphony, the other with the Waller Creek Conservancy. The transfer does not otherwise change the terms of the original lease, does not have a fiscal impact, and requires the City's consent.

2) The Austin Symphony Orchestra Society and the Waller Creek Conservancy will share the use of the amphitheater. Both entities will honor the intent of the original lease regarding restoration, preservation and maintenance of historical structures, educational, cultural, and artistic purposes. The Waller Creek Conservancy is working in partnership with the City of Austin to restore and revitalize Waller Creek and the surrounding parks and public spaces, including the portion of the creek that runs through Symphony Square.

3) Attached are the (1) Original Lease, (2) 1977 and 1978 amendments, (3) the Deed (with the lease attached) and (4) the draft Partition, Partial Assignment and Assumption of a lease Agreement. Several documents are attached because it is important to know that the city was deeded the property, subject to, the Original and amended lease.

Agenda Item # 31: Authorize award and execution of a 36-month contract with PRINTMAILPRO.COM, to provide citywide printing services, in an amount not to exceed $1,511,721, with three 12-month extension options in an amount not to exceed $503,907 per extension option, for a total contract amount not to exceed $3,023,442.

QUESTION: What payment method does each city department use under this contract with Print Mail Pro? Please provide more information about Print Mail Pro's online ordering system. COUNCIL MEMBER GARZA'S OFFICE

ANSWER: 1) The two payment method options for the new citywide printing services contract are through a department purchase order (DO), which is paid via a check processed by the Controller's Office, or through the use of a City contract credit card. Each department may use either payment method.
2) The Contractor offers two online ordering portal systems. One portal system is for the ordering of business cards and the second portal system is for all other print services. Each portal is designed specifically for the City of Austin. An authorized user from any department can request a login to place orders for their departments.

The business card portal has all the user's department's approved business card templates on file for easy ordering. Users are able to review and approve the proof before placing the order with either a credit card or purchase order.

The second printing portal will provide users the option to upload the document(s) to be printed and select specific printing services such as collating, stapling, drilling, or binding. The user may select either to move forward with the order or simply obtain a quote for their internal procurement process. Once the user is ready to place the order, they will select the delivery address, add any special notes to the order for the contractor, and label the order as "standard" or "rush". Again, the user will enter whether it is to be paid by credit card or purchase order and then submit the order for processing. The users are able to print an order confirmation with the final price and other order details.

The majority of the City departments are already familiar with both of the online ordering portal systems. The Contractor also offers a designated representative who is able to work with users on more complex orders and can assist with placing orders outside of the online ordering portal, if necessary.

Agenda Item # 34: Approve an ordinance amending City Code Section 12-4-64 (D) to modify existing speed limits on Lamar Boulevard between Parmer Lane and Morrow Street.

QUESTION: 1) Please describe the relevant requirements and procedures (at both the state and local levels) the City of Austin follows when determining where and when to lower speed limits. 2) Does the city have the ability to set a speed limit below the speed indicated in a speed study, if it determines that that speed is inappropriate? COUNCIL MEMBER POOL'S OFFICE

ANSWER: 1) Locations of speed studies are determined by engineering judgment based on observed conditions, feedback from road users, and response to changing operating conditions.

The City of Austin follows the Texas Department of Transportation (TxDOT) "Procedures for Establishing Speed Zones" when determining appropriate speed limits on City streets.

This document provides the following factors affecting roadway safety that should be considered:

- Horizontal and vertical roadway curvature
- Driveway visibility and density
- Crash history with speeding as a contributing factor
- Rural or developed areas adjacent to the street
- Presence of shoulders and curbs

It also provides the following guidance for conducting speed zone studies for the application of regulatory and advisory speeds:

- Determination of the 85th-percentile speed
- Review of crash history
- Documentation of findings with strip maps

Item 34 was sent to Austin City Council after a licensed TxDOT traffic engineer submitted an engineering study with recommended modifications to existing speed limits on N Lamar Boulevard. Austin Transportation Department reviewed TxDOT's study and agreed that the recommendations were appropriate based on the 85th-percentile speeds measured by TxDOT. Because N Lamar Boulevard is operated by TxDOT, and TxDOT cannot pass ordinances on City streets to establish speed limits, this RCA is needed to modify the existing speed limit.

2) Per "Procedures for Establishing Speed Zones," the posted speed limit should be selected to the nearest value ending in 0 or 5 and within 5 mph of the 85th-percentile speed.

Variations greater than 5 mph from the 85th-perentile speed are allowed after engineering judgment determines them appropriate considering the following factors:

- Horizontal and vertical roadway curvature
- Driveway visibility and density
- Crash history with speeding as a contributing factor
- Rural or developed areas adjacent to the street
- Presence of shoulders and curbs

The document advises against posting speed limits more than 10 mph below the 85th-percentile speed as unreasonably low speed limits are not effective in controlling speeding and lead to less compliance with speed limits.

QUESTION: 1) What district is this in? 2) Why is this change occurring, was there a request or history of incidents? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: 1) District 7 between Parmer Lane and Braker Lane; District 4

between Braker Lane and Morrow Street. 2) The City of Austin asked TxDOT to review existing speeds on Lamar Boulevard for consideration of a new Pedestrian Hybrid Beacon (PHB) near Cooper Drive. Because TxDOT does not typically approve PHB installation on their facilities with posted speeds above 40 mph, an engineering study was needed to determine whether lowering the existing speed limits was appropriate. TxDOT decided to study Lamar Boulevard in its entirety between Parmer Lane and US 183, recommending the segment encompassing Cooper Drive (between Braker Lane and US 183) be reduced from 45 mph to 40 mph; therefore, TxDOT will allow the City of Austin to install a PHB near Cooper Drive. TxDOT determined that the existing speed limit of 50 mph is appropriate between Parmer Lane and Braker Lane and did not recommend a change.

Agenda Item # 35: Approve an ordinance amending City Code Section 12-4-64 (D) to modify existing speed limits on Parmer Lane between Lamar Boulevard and east of Dessau Road.

QUESTION: What district is this in? Why is this change occurring, was there a request or history of incidents? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: 1) District 7 between Lamar Boulevard and Dessau Road; District 1 between Dessau Road and 3,363 feet east of Dessau Road. 2) TxDOT decided to review existing speeds based on their observations of operating conditions.

Agenda Item # 36: Authorize negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority for the establishment of a public plaza and a permanent downtown rail station on 4th Street, between Red River Street and Trinity Street, and to conduct the necessary process to establish two-way traffic on 5th Street between IH 35 and Brazos Street.

QUESTION: What district is this in? Is there a list of dates and locations for public engagement? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: 1) District 9. 2) ATD presented to Downtown Austin Alliance Mobility Committee on September 14 and Mobility Committee on October 5.

Agenda Item # 50: Conduct a public hearing and consider an ordinance regarding the Estancia Hill Country Public Improvement District 2017 assessment roll and authorizing the levying of the 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: District 5

Agenda Item # 51: Conduct a public hearing and consider an ordinance regarding the Indian Hills Public Improvement District 2017 assessment roll and authorizing the levying of the 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: District 1

Agenda Item # 52: Conduct a public hearing and consider an ordinance regarding the Whisper Valley Public Improvement District 2017 assessment roll and authorizing the levying of the 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: District 1

Agenda Item # 53: Conduct a public hearing and consider an ordinance regarding the Austin Downtown Public Improvement District 2017 assessment roll and authorize the levying of 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: Districts 1 and 9

Agenda Item # 54: Conduct a public hearing and consider an ordinance regarding the East Sixth Street Public Improvement District 2017 assessment roll and authorize the levying of 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: District 9

Agenda Item # 55: Conduct a public hearing and consider an ordinance regarding the South Congress Preservation and Improvement District 2017 assessment roll and authorize the levying of 2017 assessments.

QUESTION: What district is this in? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: District 9

END OF REPORT - ATTACHMENTS TO FOLLOW

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

For assistance, please call 512-974-2210 or TTY users route through 711.

The table below identifies the anticipated vendor or agency and provides a description of each exempted or sole source expenditure and estimated amount to be expended in Fiscal Year 2016-2017.

VENDOR	CATEGORY	DESCRIPTION	AMOUNT
E-Source	Electronic Subscription Service	E-Source provides member organizations with unbiased, independent analysis of retail energy markets, services and technologies. Clients include electric and gas utilities and other energy service providers, large corporate and institutional energy users, government agencies, energy service companies, manufacturers, consultants, research institutions, and other organizations in nearly two dozen countries worldwide. The professional services provided include training, research, strategic consulting, industry surveys, and access to industry experts. Specifically, E-Source provides Austin Energy a number of proprietary items not provided by other companies: in-depth research and analysis in the areas of energy efficiency, emerging technology, customer experience and engagement, product and service evaluation, and utility benchmarking. E Source also provides a number of proprietary databases with information on demand response programs and customer enhancement modalities.	$152,000
Large Public Power Council (LPPC)	Professional Dues and Memberships	Created in 1987, LPPC consists of 25 of the nation's largest public power systems, including AE, CPS Energy and LCRA. LPPC provides forums where pubic power electric utility professionals exchange information and best practices. LPPC has four Task Forces—Governmental Relations, Environmental, Tax and Finance and Energy Regulation—that deal with federal legislation, environmental rules and regulations, tax implications, and electric and energy policy. LPPC hires professional consultants in each of these areas to assist the organization and its individual members. LPPC is extremely valuable in lobbying the Congress and federal agencies on public policies related to the industry.	$132,000
American Public Power Association (APPA)	Professional Dues and Memberships	APPA is the national trade association for the more than 2,000 public power electric utilities. Created in 1940, the Washington, DC based association's mission is to advance the interests of its members and consumers. APPA provides an array of services to assist Austin Energy in fulfilling its mission to provide clean, affordable and reliable service. APPA provides detailed analyses of federal legislation related to the electric utility industry, and a full array of advocacy, education and information services and programs. APPA's policy positions emphasize the importance of hometown decision making.	$120,000

Texas Public Power Association (TPPA)	Professional Dues and Memberships	TPPA is the state trade association representing the interests of 72 public power providers located throughout Texas, including Austin Energy, CPS Energy and LCRA. TPPA is a central vehicle through which members can extend their influence on policy matters affecting the public power industry, especially at the Texas Legislature. TPPA provides forums for the transfer of information, technology and training in the public power arena.	$110,000
M.J. Bradley & Associates -Clean Energy Group (MJB&A and CEG)	Professional Dues and Memberships	MJB&A coordinates national coalitions to advance clean energy policy, protect air and water, reduce methane emissions, and support safe, reliable and cost-effective natural gas service. AE is a member of the CEG, a coalition made up of public and private electric utilities to promote clean energy initiatives. The CEG provides AE with a forum to have influence at the federal level to further the goals of the Resource, Generation and Climate Protection Plan to reduce greenhouse gas (GHG) emissions from power plants to 20 percent of 2005 levels by 2020 and to promote clean energy and energy efficiency. The CEG and its individual electric utilities, including Calpine, Nextera, PG&E, PSEG, Exelon, National Grid, Seattle City Light, SMUD, Entergy, NYPA and LADWP, are vocal advocates of progressive environmental policies and AE benefits from belonging to a coalition that promotes like-minded environmental policies. The CEG also provides its members with technical information and analyses that address federal environmental policies. It provides AE with detailed and technical information to respond to environmental rules and regulations proposed and administered by the EPA including rules and regulations dealing with the Clean Power Plan to reduce GHGs, replacement rules for NOx and SO2 cap and trade programs, ozone and new particulate matter standards, rules for disposal and processing of coal combustion products, wastewater effluent standards at utilities and cooling water intake structure standards among others.	$105,000
		Total	$619,000

Nov. 19, 1974 Symphony Square

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

THAT WHEREAS, the Urban Renewal Agency of the City of Austin is the Owner of certain land which is being redeveloped for park, recreation, and other public uses in accordance with the Brackenridge Urban Renewal Plan; and,

WHEREAS, the Agency is the Owner of certain venerable historical buildings, each of which has contributed to the heritage and culture of this City; and,

WHEREAS, it is the desire and determination of the Agency to restore such structures to usefulness insofar as that can be accomplished; and,

WHEREAS, the Agency does not possess the very long term capability of maintaining these historical structures which should be preserved for future generations; and,

WHEREAS, The Austin Symphony Orchestra Society shares the concern of the Agency for the restoration, preservation and maintenance of such historical structures, and in addition, has both the desire and the financial capacity to undertake the long term maintenance and up-keep thereof; and,

WHEREAS, both parties have determined that it is in the public interest to pool their resources to assure the restoration and long term maintenance of these historical examples of our city's early architecture; NOW, THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized Chairman, hereinafter called "LESSOR", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "LESSEE", do hereby agree as follows:

1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described in

xhibit "A" attached hereto and made a part hereof for all purposes, which and and buildings collectively are known as: "Symphony Square" and "Symphony Plaza".

2. TERM. The primary term of this lease shall begin June 1, 1975, nd shall end at midnight, December 31, 2025, unless sooner terminated as erein provided.

3. RENEWAL OPTION. Lessee shall have the right to renew and exend this lease for an additional term of fifty (50) years upon the same erms and conditions as in effect for the primary term. Said option shall be xercised by Lessee giving written notice thereof to Lessor on or before Dember 31, 2024.

4. RENT. The Lessee agrees to pay the Lessor as rent for the preises the sum of $7,200.00 yearly, payable in monthly installments of $600.00 n the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) Lessee shall be credited with all funds actually expended by essee as part of the original cost of relocation and restoration of the buildngs, including but not limited to, funds used for architects fees, engineerng cost, and building moving and refinishing expense.

(b) Lessee shall be credited with all funds actually expended by essee in furnishing the buildings, provided such furnishings become the proerty of Lessor at the end of the term for continued use in the buildings.

(c) Lessee shall be credited with all funds actually expended by essee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive redit on its rental payments for normal operating expenses such as telephone, tilities, insurance, office supplies and equipment and the like.

5. USE OF THE PREMISES. The Lessee shall use the leased premises or its educational, cultural and artistic purposes and for no other purpose n accordance with the following conditions:

(a) For purposes of this agreement the terms "educational, culural and artistic purposes" shall include but not be limited to the following: he maintenance of a permanent visible presence of the cultural and historical

dimension of the Lessee Society, with particular emphasis on music and the performing arts; the maintenance of historical or restored buildings demonstrating the cultural heritage of the community; the display of artifacts, heirlooms, antiques and tools related to the early history of the area; the demonstration of arts, crafts, handicraft and creative skills of a quality and variety tending to educate the public in the appreciation of the artist, the craftsman and the pioneer; the sponsorship and conduct of seminars, concerts, recitals, ballets, operas, and dramatic performance, and the general promotion and encouragement of the performing arts and the creative talents of the community and the education of the public in the appreciation thereof.

(b) It shall not be deemed inconsistent with the foregoing that admission shall be charged for the seminars, exhibits, concerts or performances to be conducted on the premises, and it is understood and agreed that artisans and craftsmen shall be entitled to offer for sale to the public by express authority of the Lessee, but not otherwise, those items which are consistent with the educational, cultural and artistic purposes expressed herein.

(c) The parties understand and agree that food and beverage service facilities for the convenience of the public may be maintained either by volunteer services, catering, or sub-contract.

(d) It is agreed and understood that a portion of one of the buildings may be set aside for use as an office by the Austin Symphony Orchestra Society at which tickets to musical and other cultural activities may be sold.

(e) No person shall ever be denied access to the premises because of race, color, creed, sex or national origin.

6. LESSORS OBLIGATIONS.

(a) Lessor agrees to contract for the engineering, moving and restoration of the three historical buildings locally known as "The New Orleans Club", "Hardeman House" and "Hamilton House" and will provide funds not to exceed a maximum of $90,000.00 for each building, conditioned upon

the performance by the Lessee of the provisions of this lease, including the provision of all additional funds required for the completion of the Symphony Square project which are not furnished by Lessor under the applicable regulations of The Department of Housing and Urban Development.

(b) Lessor further agrees to provide funds not to exceed $45,000.00 for moving and restoring the building known as "The Doyle House" for use by the Lessee in conjunction with the Symphony Square area, PROVIDED The Doyle House is located on park land east of the present Red River Street and south of the Symphony Square site, and PROVIDED FURTHER, that Lessee pays all costs in excess of $45,000.00 herein specified for the engineering, design and interior work.

7. LESSEES OBLIGATIONS.

(a) Lessee shall be obligated to pay for all costs and out-of-pocket expenses for the moving and restoration of the buildings which are not funded by Lessor under the regulations of The Department of Housing and Urban Development.

(b) Lessee shall provide for all insurance, upkeep and maintenance on the leased premises in accordance with generally accepted standards for public buildings in Austin, Texas.

8. CHANGED CONDITIONS OR CIRCUMSTANCES.

In the event that, during the primary term or the renewal thereof, the maintenance of the restored buildings becomes impossible or unsafe to the public for structural reasons, the Lessee shall have the right at its own expense to replace the building or buildings with other historical buildings having similar historical or cultural quality with the consent of the Lessor, which shall not be unreasonably withheld. No requirement, however, exists, and the Lessor in no event shall have any duty to restore any of the buildings at any time after initial restoration as herein provided.

9. TERMINATION.

This lease shall terminate upon the occurrence of any of the following:

(a) The expiration of the primary lease term without renewal thereof, or,

(b) The expiration of the renewal term; or,

(c) The dissolution of the Lessee corporation; or,

(d) The operation of the leased premises for a period longer than thirty (30) days for purposes other than the purposes described in Article 5 hereof; or,

(e) The breach of any covenant or condition of this agreement by the Lessee which remains uncorrected due to Lessee's failure to perform for a period in excess of thirty (30) days; or,

(f) The failure of the Lessee to sponsor or support a Symphony Orchestra in the City of Austin. Such failure shall be deemed to have occurred when the Orchestra shall not conduct at least three (3) regular public concerts for two consecutive seasons; except in case of national emergency or public disaster; or,

(g) The mutual agreement of the Lessor and Lessee.

10. ASSIGNMENT AND SUCCESSORS IN INTEREST.

(a) The Lessee may not assign this lease without the written consent of the Lessor.

(b) In the event that the Lessor should cease to exist or should otherwise be merged, reorganized or altered, the terms and conditions of this lease shall nevertheless apply and be fully binding upon any successor in interest to the leased premises.

11. NOTICES.

All notices provided for herein shall be deemed to have been given when mailed by certified mail as follows:

To Lessor: Executive Director
Urban Renewal Agency of the City of Austin
307 East 14th Street
Austin, Texas 78701

To Lessee: Austin Symphony Orchestra Society
At its Registered Address
Austin, Texas

EXECUTED IN TRIPLICATE ORIGINALS, this 19th day of Nov., 1974.

URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

ATTEST:

By: Charles E. Lamplen
LESSOR

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: [illegible]

Hamilton House (1,449.18 #)

TRACT #3:
1449.18 SQUARE FEET OF LAND OUT OF THE SOUTHWEST CORNER OF LOT 1, BLOCK 140, ORIGINAL CITY OF AUSTIN, TEXAS, AND BEING A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING at an iron stake at the intersection of the North line of East 11th Street and the East line of Red River Street, being the Southwest corner of the Lot 1, Block 140, Original City of Austin, Texas, and said iron stake being also at the Southwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, for the Southwest corner of the tract herein described;

THENCE with the East line of Red River Street and the West line of said Lot 1, Block 140, Original City of Austin, and the West line of Lot 1 of the said subdivision, N 19° 00' E for a distance of 49.0 ft. to an iron stake at the Northeast edge of building wall on the Southwest bank of Waller Creek, for the Northwest corner of this tract, being also the most Northerly Southwest corner of that certain tract conveyed to the City of Austin by deed recorded in Volume 267, Page 291, of the Deed Records of Travis County, Texas;

THENCE with the Northeast edge of the existing building, and the Southwest line of the said City of Austin tract, S 31° 28' E for a distance of 76.70 ft. to an iron stake in the North line of East 11th Street and the South line of said Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of said subdivision, for the Southeast corner of this tract;

THENCE with the North line of East 11th Street and the South line of Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of the said subdivision, being also along the South edge of the wall of the existing building, N 71° 10' W for a distance of 59.15 ft. to the Place of Beginning, and containing 1449.18 square feet of land.

Doyle House (1,437.73 #)

TRACT #4:
1437.73 SQUARE FEET OF LAND, BEING A PART OF LOT 8, BLOCK 118, OF THE ORIGINAL CITY OF AUSTIN:

BEGINNING FOR REFERENCE at a point at the intersection of the South R.O.W. line of 11th Street and the East R.O.W. line of Red River Street, said point being also at the Northwest corner of Lot 8, Block 118, of the Original City of Austin;

THENCE with the East R.O.W. line of Red River Street, S 19° 00' W for a distance of 93.0 ft. to a point;

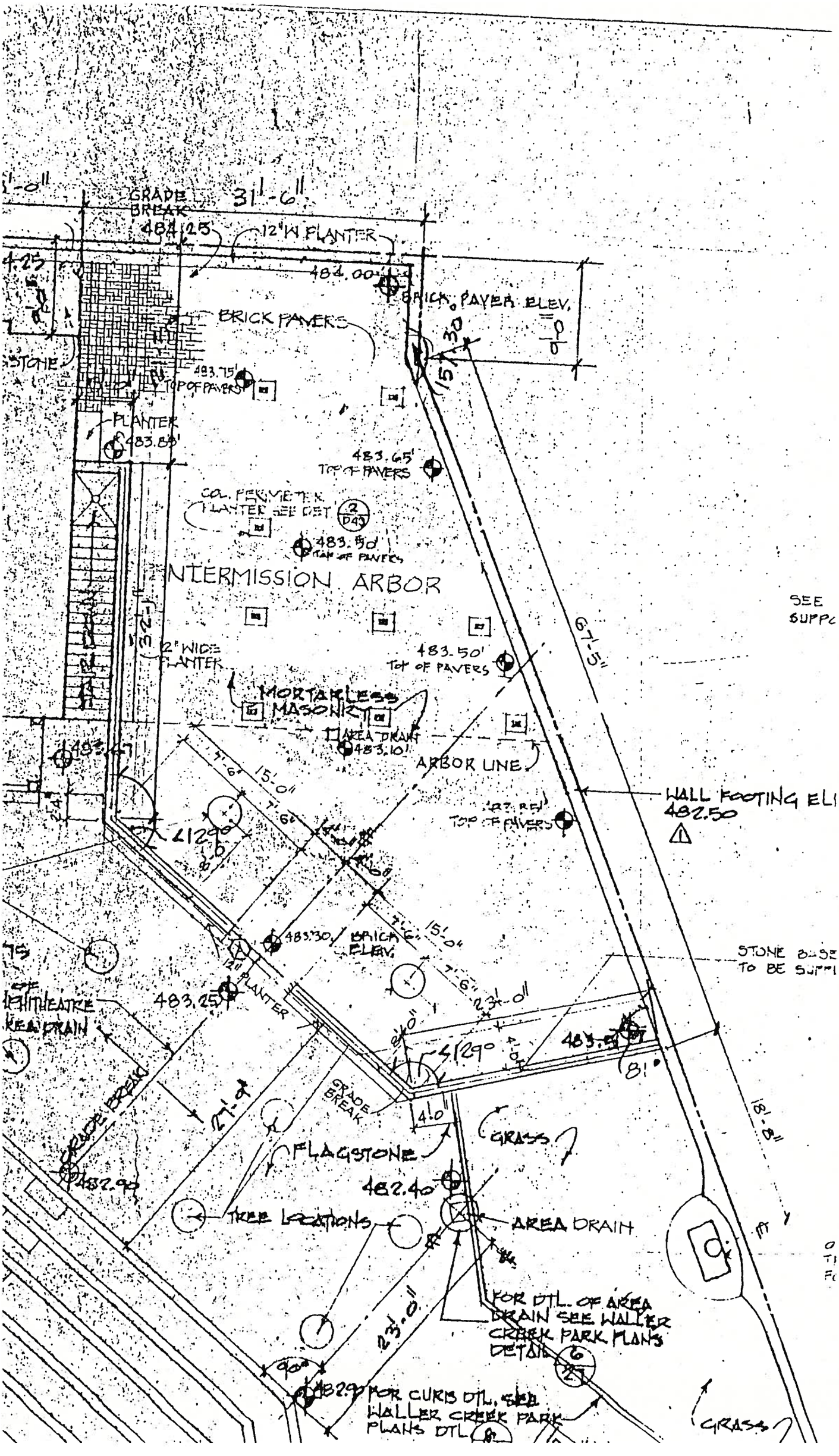
THENCE S 71° 00' E for a distance of 8.0 ft. to a point, for the Northwest corner and Place of Beginning of this tract;

THENCE continuing S 71° 00' E for a distance of 43.7 ft. to a point, for the Northeast corner of this tract;

THENCE S 19° 00' W for a distance of 32.9 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 00' W for a distance of 43.7 ft. to a point, for the Southwest corner of this tract;

THENCE N 19° 00' E for a distance of 32.9 ft. to the Place of Beginning, and containing 1437.73 square feet of land.


GRADE BREAK
31'-6"
484.25
12" W PLANTER
484.00
BRICK PAVER ELEV.
BRICK PAVERS
STONE
483.75'
TOP OF PAVERS
PLANTER
483.85'
483.65'
TOP OF PAVERS
COL. PERIMETER PLANTER SEE DET
483.50'
TOP OF PAVERS
INTERMISSION ARBOR
32'-1"
2" WIDE PLANTER
483.50'
TOP OF PAVERS
MORTARLESS MASONRY
AREA DRAIN
483.10'
ARBOR LINE
15'-0"
WALL FOOTING ELEV
482.50
TOP OF PAVERS
483.30
BRICK ELEV.
12" PLANTER
483.25
23'-0"
STONE BASE TO BE SUPPL
GRADE BREAK
4'-0"
GRASS
FLAGSTONE
482.40
TREE LOCATIONS
AREA DRAIN
FOR DTL. OF AREA DRAIN SEE WALLER CREEK PARK PLANS DETAIL
482.90
FOR CURB DTL. SEE WALLER CREEK PARK PLANS DTL
GRASS
SEE SUPPL

DESCRIPTION

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET OF LAND, BEING OUT OF SYMPHONY SQUARE SUBDIVISION OF RECORD IN BOOK 62 PAGE 46 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S 71°-10' E, 60.[illegible] from the most Northerly corner of Symphony Square Subdivision of record in Book 62 Page 46 of the Plat Records of Travis County, Texas;

RECEIVED
APR 19 1976
URBAN RENEWAL AGENCY
OF THE CITY OF AUSTIN

THENCE; S 71°-10' E, 31.50' to a point;

THENCE; S 19°-00' W, 10.00' to a point;

THENCE; S 03°-57' E, 67.42' to a point;

THENCE; N 84°-57' W, 24.00' to a point;

THENCE; N 31°-33' W, 38.20' to a point;

THENCE; N 19°-00' E, 32.08' to a point;

THENCE; N 71°-00' W, 5.00' to a point;

THENCE; N 19°-00' E, 21.42' to the place of beginning, containing 2,712 Square Feet of land.

Prepared by
Otis B. Autry,
Registered Public Surveyor

March 25, 1977

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

THAT WHEREAS, on the 19th day of NOVEMBER, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter called "The Basic Lease"; and

WHEREAS, problems with construction and rehabilitation of the Symphony Square structures have delayed the completion of the project beyond the originally contemplated June 1, 1975 date; and,

WHEREAS, further refinement of the operation to be conducted at Symphony Square has made it desirable to modify the area being leased and the rent to be paid therefore; and,

WHEREAS, to carry forward the goals of the Lessor and the Lessee in utilizing and saving the valuable heritage represented by Symphony Square, it has become necessary to amend The Basic Lease; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Exhibit "A", of the Basic Lease, referred to and incorporated by reference therein by Article 1. of said Basic Lease, is hereby amended by adding thereto the following described property, as Tract #5; to-wit;

2,712 ф

2. Article 4 of the Basic Lease is amended so that the same shall hereafter read as follows:

"4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of $7,800.00 yearly, payable in monthly installments of $650.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) The first payment of $650.00 shall be due and payable on January 1, 1977, and thereafter on the first day of each succeeding month throughout the term of this lease.

(b) The Lessee shall pay rent from June 1, 1975 through December 31, 1976, in an amount computed on the ratio that the amount of square feet of the demised premises actually occupied by Lessee bears to the total square footage included in Exhibit "A" of the Basic Lease. For purposes of this computation only, rent will be based on $600.00 per month as originally contemplated by the Basic Lease.

(c) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building, moving and refinishing expense.

(d) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(e) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone; utilities, insurance, office supplies and equipment and the like.

EXECUTED IN TRIPLICATE ORIGINALS this 25th day of MARCH, 1977.

URBAN RENEWAL AGENCY
OF THE CITY OF AUSTIN

ATTEST:

BY: _____
Chairman

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

BY: Mrs. D. J. Sibley, Jr.
President

EXHIBIT "A-1"

Tract #5

DESCRIPTION

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET OF LAND, BEING OUT OF SYMPHONY SQUARE SUBDIVISION OF RECORD IN BOOK 62 PAGE 46 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S 71° - 10' E, 60.45' from the most Northerly corner of Symphony Square Subdivision of record in Book 62 Page 46 of the Plat Records of Travis County, Texas;

THENCE; S 71°-10' E, 31.50' to a point;

THENCE; S 19°-00' W, 10.00' to a point;

THENCE; S 03°-57' E, 67.42' to a point;

THENCE; N 84°-57' W, 24.00' to a point;

THENCE; N 31°-33' W, 36.20' to a point;

THENCE; N 19°-00' E, 32.08' to a point;

THENCE; N 71°-00' W, 5.00' to a point;

THENCE; N 19°-00' E, 21.42' to the place of beginning, containing 2,712 Square Feet of land.

April 7, 1978

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS, on the 19th day of November, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter referred to as "The Basic Lease"; and,

WHEREAS, the Basic Lease was amended by a document dated March 25, 1977, hereinafter referred to as the "First Amendment"; and,

WHEREAS, continued operation of the Symphony Square complex has indicated problems developing in connection with the care, control and security of the Symphony Square area; and,

WHEREAS, a further question has arisen over the extent to which the Symphony Society may sub-lease Symphony Square under the terms of the Basic Lease; and,

WHEREAS, to resolve the problems of security and control and to clarify the rights and duties of the Symphony Society in connection with a proposed sub-lease of the Square, it has become necessary to amend the Basic Lease as heretofore amended by the First Amendment; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation acting herein by and through its duly aurhtorized chairman, hereinafter called "Lessor", and the Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Article 1, DEMISE OF PROPERTY, of the Basic Lease, as amended by paragraph 1 of the First Amendment, is hereby amended so that the same shall hereafter read as follows:

> "1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described as follows:
>
> TRACT A: Lot 1, Symphony Square, a subdivision, in the City of Austin, Travis County, Texas, according to the map or plat of Record in Book 62, page 46, Plat Records of Travis County, Texas, SAVE AND EXCEPT the area within the drainage easement detailed in Inset 2 on the face of said plat.

TRACT B: A description of a 0.6358 acre tract of land, being a part of Block 118 of the "Original City of Austin," Travis County, Texas:

COMMENCING, as a point of reference, from the intersection of the South Line of 11th Street, an 80.0 foot right of way and the East Line of Red River Street, an 80.0 foot right of way same being the Northwest corner of the said Block 118, for the Northwest corner of and POINT OF BEGINNING of this herein described tract;

THENCE, with the South right of way Line of 11th Street, same being the North Line of said Block 118, S 71°11'E, 100.00 feet to a point for the Northeast corner hereof;

THENCE, S 18°57'W, 277.06 feet to a point in the North right of way Line of 10th Street for the Southeast corner hereof;

THENCE, with the North right of way Line of said 10th Street, the South Line hereof N 71°08'W, 100.00 feet to a point at the intersection of the North right of way Line of 10th Street with the East Line of Red River Street for the Southwest corner hereof;

THENCE, with the East right of way Line of Red River Street, the West Line hereof, N 19°00'E, 276.89 feet to the POINT OF BEGINNING and containing 0.6358 acres of land more or less.

Said land and the buildings situated thereon are collectively known as Symphony Square.

2. Paragraph (c) of Article 5 of the Basic Lease is hereby amended so that the same shall hereafter read as follows:

"5. (c) The Lessee is authorized to sub-lease any or all of the leased premises for the purpose of providing food and beverage services for patrons of the facilities; provided that such facilities shall be operated in accordance with the terms of this lease and consistent with the Lessees' "educational, cultural and artistic purposes" as defined in Section 5 (a) hereof. Each sub-lease shall provide that it is subject to compliance with the terms of this lease, but otherwise may contain such terms and conditions as may be agreed upon by the Lessee and its sub-lessee."

EXECUTED IN TRIPLICATE ORIGINALS this 7th day of April, 1978.

URBAN RENEWAL AGENCY OF
THE CITY OF AUSTIN

By: _____
Chairman

ATTEST:

_____
Secretary

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: _____
President

MAY 14 82 RCOCH 7988-1490

14980

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

2-85-9823

That We, the BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN, D/B/A THE AUSTIN REDEVELOPMENT AUTHORITY, of the County of Travis and State of Texas, for and in consideration of the sum of TEN AND NO/100 ---- ($10.00) ---- DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED,, and by these presents do GRANT, SELL AND CONVEY unto the CITY OF AUSTIN, a municipal corporation, of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

> All real property described in Schedule 1, which is attached hereto and incorporated herein by reference, the same as if herein recited verbatim.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind the Urban Renewal Agency of the City of Austin, d/b/a the Austin Redevelopment Authority, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect,

Grantee's mailing address is: City of Austin, P.O. Box 1088, Austin, Texas 78767

DEED RECORDS
Travis C

shown of record in the hereinabove mentioned County and State, and to all zoning laws, urban renewal plans, municipal ordinances, and laws of state and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property. This conveyance is further made and 2-85-9824 accepted upon the condition that the City of Austin agree to take such property subject to the terms, covenants and conditions of any heretofore duly executed leases, in and to said property, as hereinafter identified, all of the terms of which shall inure to the benefit and profit of the City of Austin pursuant to this conveyance:

> All leases described in Schedule 2, which is attached hereto and incorporated herein by reference, the same as if herein recited verbatim.

Duly executed copies of such leases are attached hereto.

IN TESTIMONY WHEREOF, by and on behalf of the Urban Renewal Agency of the City of Austin, d/b/a the Austin Redevelopment Authority, the Board of Commissioners of said Agency, acting by resolution of said Board, has caused the signature of the Director of the Urban Renewal Agency of the City of Austin, d/b/a Austin Redevelopment Authority to be set on this Warranty Deed.

EXECUTED on this 10 day of May, A.D., 1982.

URBAN RENEWAL AGENCY FOR THE
CITY OF AUSTIN, DBA AUSTIN
REDEVELOPMENT AUTHORITY

BY: Paula W. Manning

DIRECTOR, URBAN RENEWAL AGENCY
OF THE CITY OF AUSTIN, D/B/A
AUSTIN REDEVELOPMENT AUTHORITY

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAULA W. MANNING, Director of the Urban Renewal Agency of the City of Austin, d/b/a Austin Redevelopment Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

2-85-9825

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10 day of May, A.D., 1982.

Jane DeLeon
Jane DeLeon
Notary Public in and for
Travis County, Texas.

NOTARY SEAL

My commission Expires: 12-1-85

STATE OF TEXAS)(
)(
COUNTY OF TRAVIS)(

CONSENT TO CONDITIONS OF CONVEYANCE 2-85-9826

The City of Austin, acting by Resolution of its City Council, herein and hereby consents to the terms of conveyance as set forth in the Warranty Deed duly executed by the Urban Renewal Agency of the City of Austin, d/b/a Austin Redevelopment Authority on the 10th day of May, 1982, a true copy of which is attached hereto.

DATED: May 11, 1982.

CITY OF AUTHORITY

BY: Thomas H. Muellenhoff

Deputy City Manager

(CORPORATE SEAL)

ATTEST:

Grace Monroe

City Clerk

Subscribed and Sworn to Before me, this 11th day of May, 1982, to certify which, witness my hand and seal of office.

NOTARY SEAL

Teresa C. Ramirez
Notary Public in and
For Travis County, Texas
Teresa C. Ramirez

7752 .. 39

SCHEDULE 1.

2-85-9827

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1019 Walter 2-0711-1208	Lot 19, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas
1017 Walter 2-0711-1209	Lot 20, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas
1015 Walter 2-0711-1205	Lot 21, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas
1013 Walter 2-0711-1204	Lot 22, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas
1001 Walter 2-0612-2018	Lot 29-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas
923 Walter 2-0612-2016	Lot 30-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to plat of record in Book 21, Page 73, Plat Records of Travis County, Texas
921 Walter 2-0612-2015	Lot 21-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas
919 Walter 2-0612-2014	Lot 32-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas
1015 Nile 2-0711-1213	Lot 14, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1013 Nile 2-0711-1212	Lot 15, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas 2-85-3828
1011 Nile 2-0711-1211	Lot 16, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
805 Nile 2-0612-2003	Lot 44, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County
801 Nile 2-0612-2001	Lot 46, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1006 Walter 2-0612-1504	Lot 23-A, Block B, a resubdivision of Lots 23 and 24, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 71, Plat Records of Travis County, Texas
1008 Walter 2-0612-1503	Lot 24-A, Block B, a resubdivision of Lots 23 and 24, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 71, Plat Records of Travis County, Texas
904 Walter 2-0612-1513	Lot 14, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County
906 Walter 2-0612-1512	Lot 15, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
908 Walter 2-0612-1511	Lot 16, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
910 Walter 2-0612-1510	Lot 17, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
912 Walter 2-0612-1509	Lot 18, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County
1000 Walter 2-0612-1507	Lot 20, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

SCHEDULE 1 (CONTINUED)

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1002 Walter 2-0612-1506	Lot 21, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1004 Walter 2-0612-1505	Lot 22, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1018 Walter 1020 Walter 2-0612-1502	Lot 25, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1003 Nile 2-0612-1525	Lot 2, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County
1001 Nile 2-0612-1524	Lot 3, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
917 Nile 2-0612-1523	Lot 4, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
913 Nile 2-0612-1521	Lot 6, Block B, Rosewood Village, Section 9-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
909 Nile 2-0612-1519	Lot 8, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
800 Nile 2-0612-1408	Lot 8, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
802 Nile 2-0612-1407	Lot 7, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
804 Nile 2-0612-1406	Lot 6, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
806 Nile 2-0612-1405	Lot 5, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
808 Nile 2-0612-1404	Lot 4, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

2-85-9829

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION
810 Nile 2-0612-1403	Lot 3, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
812 Nile 2-0612-1402	Lot 2, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
814 Nile 2-0612-1401	Lot 1, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
3007 Kuhlman 2-0612-1808	Lot 11, Block 4, Lorraine Heights, a subdivision in the City of Austin, Texas of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C, and as recorded in Vol. 4359, Page 1536, Deed Records of Travis County, Texas
Southeast corner of Northwestern and Rosewood Avenue 2-0711-1401	Block A, Rosewood Village, Section 10, according to the plat of record in Volume 75, Page 25, Plat Records of Travis County, Texas
Pleasant Valley at Chestnut 2-0811-1803	Lot 3, Rosewood Village, Section 4, according to the plat of record in Book 49, Page 76, Plat Records of Travis County, Texas
Southeast corner at Hargrave and Pleasant Valley Road 2-0612-1601	3.79 acres, being all of Block B, Rosewood Village, Section 7 (Sections 5-Amended and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2901 Glen Oaks Drive 2-0612-1701	Lot 1, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2903 Glen Oaks Drive 2-0612-1702	Lot 2, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2905 Glen Oaks Drive 2-0612-1703	Lot 3, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2907 Glen Oaks Drive 2-0612-1704	Lot 4, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2909 Glen Oaks Drive 2-0612-1705	Lot 5, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2-85-9830

2-85-9831

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION
3000 Kuhlman 2-0612-1706	Lot 6, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2906 Kuhlman 2-0612-1707	Lot 7, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2904 Kuhlman 2-0612-1708	Lot 8, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
2900 Kuhlman 2-0612-1709	Lot 9, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
1171 Holmes Court 2-0812-0821	Lot 8-B, Resubdivision of Lot 8, Block B, Rosewood Village, Section 2 and a portion of Rosewood Village, Section 3, a resubdivision according to the plat of record in Book 54, Page 52, Plat Records, Travis County, Texas
3005 Kuhlman 2-0612-1807	Lot 10, Block 4, Lorraine Heights, a subdivision in the City of Austin, Texas, of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas
2901 Glen Rae 2-0612-1901	Lot 6, Block 1, Lorraine Heights, a subdivision in the City of Austin, Texas, of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C, and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas
2905 Kuhlman 2-0612-1802	Lot 8-A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas
3005 Glen Rae 2-0612-1908	Lot 10, Block 2, Lorraine Heights, a subdivision in the City of Austin, Texas of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas

LOCALLY KNOWN AS/CITY TAX PARCEL NO.	LEGAL DESCRIPTION 2-85-9832
3002 Webberville Road 2-0612-1918	Lot 2, Block 2, Lorraine Heights, a subdivision in the City of Austin, Texas of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas

2-85-3833

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
703 East 10th Street 2-0604-1902	The West 1/3 of Lot 7 and the East 1/3 of Lot 8, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin, by Judgment recorded in Volume 6062, Page 1184, Deed Records, Travis County, Texas
701 East 10th Street 2-0604-1901	The West 46 feet of Lot 8, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Deed, recorded in Volume 5362, Page 195, Deed Records, Travis County, Texas
702-706 East 9th Street 2-0604-1909	17,996 square feet of land, and being Lots 2 and 3, and an excess strip of land out of Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 5913, Page 1169, Deed Records, Travis County, Texas
700 East 10th Street 2-0604-1909	Lot 1, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5761, Page 1464, Deed Records of Travis County, Texas, SAVE AND EXCEPT HOWEVER that certain portion of Lot 1 which was conveyed to the City of Austin by Deed recorded in Volume 7677, Page 637, Deed Records of Travis County, Texas
613-615 East 10th Street 2-0604-1413	9,254 square feet of land out of Block 115, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 7677, Pages 743-747, Deed Records of Travis County, Texas
Sabine Street Between 9th and 10th Streets	Being the East one-half of Sabine which was conveyed to the Urban Renewal Agency of the City of Austin by Deed recorded in Volume 7677, Page 748, Deed Records of Travis County, Texas, SAVE AND EXCEPT HOWEVER that portion of Sabine Steet which has been previously conveyed to the City of Austin by Deed as shown in Volume 7677, Page 637 Deed Records, Travis County, Texas
10 foot alley in Block 116	Being that certain 20' alley being situated with Block 116, Original City of Austin which was conveyed to the Urban Renewal Agency of the City of Austin by Deed recorded in Volume 7163, Page 606, Deed Records of Travis County, Texas

SCHEDULE 1 (CONTINUED)

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
Symphony Square 2-0805-1013	Being all of Lot 1, Symphony Square, a subdivision of the City of Austin, according to the map or plat thereof of record in Book 62, Page 46, Plat Records of Travis County, Texas, and containing .484 acre of land
Symphony Plaza 2-0805-1302	Lot 1, Symphony Plaza (Waterloo Park Section Four) a subdivision of the City of Austin, according to the map or plat thereof of record in Book 79, Page 192, Plat Records of Travis County, Texas, and containing 1.244 acres of land
Lung's Landing 2-0805-0617	Lot 1, Lung's Landing, a subdivision of the City of Austin, according to the map or plat thereof of record in Book 79, Page 191, Plat Records of Travis County, Texas

2-85-9834

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1100 East 1st Street 2-0405-1612	Lot 12, Block 3, N. G. Shelly Addition according to the plat of record in Book 1, Page 18, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 6921, Page 1675, Deed Records, Travis County, Texas
1704 Meander Lane 2-1221-1103	Lot 3, Block F, Oak Lawn, Section 2, according to the plat of record in Book 13, Page 34, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 7008, Page 278, Deed Records, Travis County, Texas
6210 Carnation Terrace 3-0715-0802	Lot 2, Country Club Gardens, Section 6, according to the plat of record in Book 50, Page 35, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 7008, Page 443, Deed Records, Travis County, Texas
7502 Meador 2-2918-0209	Lot 19, Block 23, A. K. Black Subdivision No. 2, according to the plat of record in Book 4, Page 185, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by Deed recorded in Volume 7008, Page 448, Deed Records of Travis County, Texas
6211 Carnation Terrace 3-0715-0512	Lot 25, Block B, Country Club Gardens, Section II, according to the plat of record in Book 47, Page 46, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Vol. 5248, Page 975, Deed Records of Travis County, Texas
6115 Carnation Terrace 3-0715-0506	Lot 31, Block B, Country Club Gardens, Section II, according to the plat of record in Book 47, Page 46, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 967, Deed Records of Travis County, Texas
6200 Palm Circle 3-0615-0335	Lot 13, Block H, Country Club Gardens, Section III, according to the plat of record in Book 48, Page 48, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 969, Deed Records of Travis County, Texas

2-85-9835

LOCALLY KNOWN AS/ CITY TAX PARCEL NO:	LEGAL DESCRIPTION
1148 Chicon 2-0609-0806	Being a part of Lot 1, M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5825, Page 626, Deed Records, Travis County, Texas 2-85-9836
1117 1/2 Salina 2-0609-0838	Being the North 30 feet of Lot 6, M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5492, Page 507, Deed Records of Travis County, Texas
1113 Salina 2-0609-0836	4179 square feet of land out of Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5237, Page 1418, Deed Records, Travis County, Texas
1126 Chicon 2-0609-0820	Being approximately 55 feet by 129.5 feet in the M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5272, Page 1092, Deed Records, Travis County, Texas
1705 Rosewood 2-0609-0702	Being a portion of Lots 12 and 13, Lee's Subdivision of Block No. Four, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5275, Page 516, Deed Records, Travis County, Texas
1707 Rosewood 2-0609-0703	3563 square feet of land, being part of Lots 12 and 13, Block 4, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6425, Page 674, Deed Records, Travis County, Texas
1701 Rosewood 2-0609-0741	2400 square feet of land being part of Lots 12 and 13, Block 4, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 5913, Page 1174, Deed Records, Travis County, Texas
1141 Leona 2-0609-0740	Being 5422 square feet of land out of Outlot 61, Division B, City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5256, Page 797, Deed Records, Travis County, Texas

SCHEDULE 1 (CONTINUED)

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1206 Lily Terrace 3-0514-0811	Lot 12, Block E, Country Club Gardens, Section IV, according to the plat of in Book 51, Page 27, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 973, Deed Records of Travis County, Texas
1308 Lily Terrace 3-0514-0819	Lot 4, Block E, Country Club Gardens, Section IV, according to the plat of record in Book 51, Page 27, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 971, Deed Records of Travis County, Texas

2-85-9837

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1145 Leona 2-0609-0739	Being Lot 28, Outlot 61, Division B, M. Lou Jones Estate and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5147, Page 109, Deed Records, Travis County, Texas
1117 Leona 2-0609-0729	Being a part of Block No. 4 of the partition of the M. Lou Jones Estate, a part of Outlot 61, Division B of the Government Outlots and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6062, Page 1191, Deed Records, Travis County, Texas
1124 Salina 2-0609-0716	Being 5008 square feet of land out of Outlot 61, Division B in the City of Austin, Travis County, Texas, being Lot 11, T. J. Caldwell Subdivision, according to the plat of record in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5256, Page 927, Deed Records, Travis County, Texas
1130 Salina 2-0609-0713	Lot 14, T. J. Caldwell's Subdivision of Outlot 61, Division B, according to the map or plat thereof recorded in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5051, Page 1389, Deed Records, Travis County, Texas
1128 Salina 2-0609-0714	Lot 13, T. J. Caldwell's Subdivision of Outlot 61, Division B, according to the map or plat thereof recorded in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5051, Page 1391, Deed Records, Travis County, Texas
1134 Salina 2-0609-0711	Lot 11 1/2 in the E. J. Hofheinz Resubdivision, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 4430, Page 635, Deed Records, Travis County, Texas

2-85-9838

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1140 Salina 2-0609-0708	Being 5,133 square feet of land, being the South 24.20' of Lot 14, and the North 21.20' of Lot 13 of the Lillie Jones Subdivision of Lot 3, Outlot 61, Division B in the City of Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5133, Page 1721, Deed Records, Travis County, Texas 2-85-9839
1142 Salina 1146 Salina 2-0609-0706 2-0609-0707	Two tracts of land containing 5162 square feet and 8238 square feet out of Outlot 61, Division B in the City of Austin, Travis County, Texas, said tracts being more particularly described by metes and bounds in a deed to the Urban Renewal Agency of the City of Austin recorded in Volume 5845, Page 931, Deed Records, Travis County, Texas
1510 Gregory 2-0609-0521	Lot 6, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1600 Gregory 2-0609-0520	Lot 5, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1132 Lawson 2-0609-0519	Lot 4, Block B, Kealing Park Village, Section One according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1134 Lawson 2-0609-0518	Lot 3, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1136 Lawson 2-0609-0517	Lot 2, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1138 Lawson 2-0609-0516	Lot 1, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1109 Concho 2-0609-0525	Lot 10, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1107 Concho 2-0609-0524	Lot 9, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas 2-85-9840
1105 Concho 2-0609-0523	Lot 8, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas
1311 Rosewood 2-0609-0113	Being a part of Lot 2, Outlot 6, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6407, Page 2283, Deed Records, Travis County, Texas
1309 Rosewood 2-0609-0114	Being a part of Lot 20, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgement recorded in Volume 6749, Page 1015, Deed Records, Travis County, Texas
1106 Rector (Vacated) 2-0609-0107	Being a part of Lot 2, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deeds recorded in Volume 5091, Page 152-155, and Vol. 5091, Page 201, Deed Records, Travis County, Texas
1104 Rector (Vacated) 2-0609-0108	Being a part of Lot 2, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deeds recorded in Volume 5142, Page 2313, Volume 5142, Pages 2316-2321, Deed Records, Travis County, Texas
1305 Rosewood 2-0609-0105	Lot 1, Outlot 61, Division B, Rector Subdivision, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5131, Page 485, Deed Records, Travis County, Texas
Vacated Rector Street	Being the West 200.75 feet, more or less of Rector Street which was vacated September 4, 1980 and conveyed to the Austin Redevelopment Authority by Quitclaim Deed recorded in Vol. 7163, Page 609, Deed Records, Travis County, Texas

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.	LEGAL DESCRIPTION
1223-25 Rosewood 2-0609-0103	5,285 square feet of land out of Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 7600, Page 540, Deed Records of Travis County, Texas 2-85-9841
1600 East 10th 2-0508-0113	Lot 1, Block 7, Outlot 6, Division B, Austin, Travis County, Texas
1602 East 10th 2-0508-0112	Lot 2, Block 7, Outlot 6, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 6187, Page 867, Deed Records, Travis County, Texas
1604 East 10th 2-0508-0111	Lot 3, Block 7, Outlot 6, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 6187, Page 867, Deed Records of Travis County, Texas

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.:	LEGAL DESCRIPTION
807 Nile Street 2-0612-2004	Lot 43, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
908 Nile Street 2-0602-2005	Lot 42, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
905 Walter 2-0612-2007	Lot 40, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
907 Walter 2-0612-2008	Lot 39, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
909 Walter 2-0612-2009	Lot 38, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
911 Walter 2-0612-2010	Lot 37, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
913 Walter 2-0612-2011	Lot 36, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
915 Walter 200612-2012	Lot 35, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
917 Walter 2-0612-2013	Lot 34, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
1003 Walter 2-0612-2019	Lot 28, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas

2-85-9842

LOCALLY KNOWN AS/ CITY TAX PARCEL NO.:	LEGAL DESCRIPTION
1005 Walter 2-0612-2020	Lot 27, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
1007 Walter 2-0711-1201	Lot 27, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
1009 Walter 2-0612-1202	Lot 25, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
1011 Walter 2-0711-1203	Lot 24, Block A, Rosewood Village, Section Eight, Amended, according to the plat of record in Book 67, Page 59, Plat Records, Travis County, Texas
2-0711-1301	Tract 1, Rosewood Village, Section Six, according to the plat of record in Book 51, Page 44, Plat Records, Travis County, Texas
2-0812-0820	Being all that certain tract, piece or parcel of land shown as "Utility and Drainage Dedication" as shown on the plat of Rosewood Village, Section Three, according to the plat of record in Book 50, Page 12, Plat Records, Travis County, Texas, SAVE AND EXCEPT HOWEVER Lot 14 and a portion of Lot 8-A, shown on the Resubdivision of Lot 8, Block "B", Rosewood Village, Section Two, and a portion of Rosewood Village, Section Three, as shown in Book 54, Page 52, Plat Records, Travis County, Texas
2-0811-0701	Being all of that certain tract, piece or parcel of land shown as "Drainage and Utility Dedication" as shown on the Plat of Rosewood Village, Section Four, according to the plat of record in Book 49, Page 76, Plat Records, Travis County, Texas

2-85-9843

FIELD NOTES

2-85-9845

FIELD NOTES OF 7,131 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; S 22° - 39' W, 107.00 and S 66° - 42' E, 15.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 123.70' to a point at the northeast corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southeast corner of the tract;

THENCE; N 66° - 42' W, 113.31; to an iron pin set at the Easterly line of Lawson Lane and the beginning of a curve;

THENCE; with curve to the left whose elements are Arc Length = 61.90', Chord Length = 61.70' and whose Chord Bearing is N 22° - 39' E to the place of the beginning, containing 7,131 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1133 Lawson
2-0609-06

FIELD NOTES

2-85-9846

FIELD NOTES OF 6,894 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; S 22° - 39' W, 168.00' and S 66° - 42' E, 25.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 113.31' to a point at the northeast corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southeast corner of the tract;

THENCE; N 66° - 42' W, 112.73' to an iron pin set at the Easterly line of Lawson Lane;

THENCE; N 22° - 39' E, 61.00' to the place of beginning containing 6,894 square feet of land as surveyed September, 1981, by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1131 Lawson
2-0609-06

FIELD NOTES

2-85-9847

FIELD NOTES OF 6,859 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; S 22° - 39' W, 229.00' and S 66° - 42' E, 25.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 112.73' to a point at the northeast corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southeast corner of the tract;

THENCE; N 66° - 42' W, 112.15' to an iron pin set at the Easterly line of Lawson Lane;

THENCE; N 22° - 39' E, 61.00' to the place of beginning containing 6,859 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1129 Lawson

2-0609-06

FIELD NOTES

2-85-9848

FIELD NOTES OF 6,823 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; S 22° - 39' W, 290.00' and S 66° - 42' E, 25.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 112.15' to a point at the northeast corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southeast corner of the tract;

THENCE; N 66° - 42' W, 111.57' to an iron pin set at the Easterly line of Lawson Lane;

THENCE; N 22° - 39' E, 61.00' to the place of beginning containing 6,823 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1127 Lawson
2-0609-06

FIELD NOTES

2-85-9849

FIELD NOTES OF 6,788 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; S 22° - 39' W, 351.00' and S 66° - 42' E, 25.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 111.57' to the northeast corner of the tract;

THENCE; S 23° - 12' W, 61.00' to the southeast corner of the tract;

THENCE; N 66° - 42' W, 110.98' to an iron pin set at the Easterly line of Lawson Lane;

THENCE; N 22° - 39' E, 61.00' to the place of the beginning, containing 6,788 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1125 Lawson

2-0609-06

FIELD NOTES

2-85-9850

FIELD NOTES OF 7,697 SQUARE FEET OF LAND OUT OF OUTLOT 6Y, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 999.50'; 22° - 39' W, intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 66° - 42' E, 110.98' to the northeast corner of the tract;

THENCE; S 23° - 12' W, 70.00' to an iron pin set on the Northerly line of Gregory Street;

THENCE; N 66° - 42' W, 95.25' to an iron pin set at the beginning of a curve;

THENCE; with curve to the right whose elements are Radius = 15.00', Arc Length = 23.68'. Chord Length = 21.30' and whose Chord Bearing is N 21° - 28' W to an iron pin on the Easterly line of Lawson Street;

THENCE; N 22° - 39' E, 55.00' to the place of beginning, containing 7,697 square feet of land as surveyed September, 1981, by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1123 Lawson
2-0609-06

FIELD NOTES

2-85-9851

FIELD NOTES OF 7,701 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 591.00' and N 66° - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 110.98' to the northwest corner of the tract;

THENCE; S 23° - 12' W, 70.00' to an iron pin set on the Northerly line of Gregory Street;

THENCE; S 66° - 42'E, 95.25' parallel to the baseline of Gregory Street to a pin set at the beginning of a curve;

THENCE; with curve to the left whose elements are Radius = 15.00', Arc Length = 23.44', Chord Length = 21.13' and whose Chord Bearing is N 68° - 31' E to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45'E, 55.00' to the place of beginning, containing 7,701 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1120 Leona
2-0609-06

FIELD NOTES

FIELD NOTES OF 6,788 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

2-85-9852

BEGINNING at in iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80°- 43' W, 671.50'; S 23° - 45' W, 530.00' and N 66° - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 111.57 ' to a point at the northwest corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southwest corner of the tract;

THENCE; S 66° - 42' E, 110.98' to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45' E, 61.00' to the place of beginning, containing 6,788 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:
1122 Leona
2-0609-06

FIELD NOTES

2-85-9853

FIELD NOTES OF 6,823 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 469.00' and N 66° - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE: N 66° - 42' W, 112.15' to a point at the northwest corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southwest corner of the tract;

THENCE; S 66° - 42' E, 111.57' to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45' E, 61.00' to the place of the beginning, containing 6,823 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1124 Leona
2-0609-06

FIELD NOTES

2-85-9854

FIELD NOTES OF 6,859 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 404.00' and N 66° - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 112.73' to a point at the northwestern corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southwestern corner of the tract;

THENCE; S 66° - 42' E, 112.15' to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45' E, 61.00' to the place of the beginning, containing 6,859 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1126 Leona
2-0609-06

FIELD NOTES

FIELD NOTES OF 6,894 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS. 2-85-9855

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 343.00' and N 66° - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 113.31' to a point at the northwestern corner of the tract;

THENCE; S 23° - 12' W, 61.00' to a point at the southwestern corner of the tract;

THENCE; S 66° - 42' E, 112.73' to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45' E, 61.00' to the place of the beginning, containing 6,894 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1128 Leona
2-0609-06

FIELD NOTES

2-85-9856

FIELD NOTES OF 7,228 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 281.52' and N 64° - 17' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 64° - 17'W, 92.14' to a point;

THENCE; N 78° - 49' W, 22.00' to the northwest corner of the tract;

THENCE; S 23° - 12' W, 61.00' to the southwest corner of the tract;

THENCE; S 66° - 42' E, 113.31; to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45'E, 61.48' to the place of beginning, containing 7,228 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1130-32 Leona
2-0609-06

FIELD NOTES 2-85-9857

FIELD NOTES OF 9,304 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the Northerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 671.50'; S 23° - 45' W, 36.00' and N 80° - 43' E, 57.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 80° - 43' E, 99.33; to an iron pin on the northwest corner of the tract;

THENCE; S 16° - 20' W, 57.70' to a large pecan tree;

THENCE; S 70° - 55' E, 104.34' to an iron pin on the Westerly line of Leona Street;

THENCE; N 23° - 45' E, 48.00' to an iron pin set at the beginning of a curve;

THENCE; with curve to the left whose elements are Arc Length = 46.48', Chord Length = 46.23', and whose Chord Bearing is N 13° - 30' E to an iron pin set at change of curvature of curve;

THENCE; with curve to the left whose elements are Arc Length = 26.85', Chord Length = 23.40' and whose Chord Bearing is N 48° - 01' W to the place of beginning containing 9,304 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1138 Leona
2-0609-06

FIELD NOTES

2-85-9858

FIELD NOTES OF 7,448 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin found in the Westerly line of Salina Street, as used on the ground, at the Easterly corner of the tract herein described, said iron pin set bears N 66° - 42' W, 311.06'; N 23° - 15' E, 496.03' and N 66° - 42' W, 20.00' from a city monument at the intersection of the centerlines of Chicon Street and East Eleventh Street;

THENCE; N 66° - 45' W, 115.46' to an iron pin found at the most Northerly corner of the tract;

THENCE; S 24° - 06' W, 65.06' to an iron pin set at the most Westerly corner of the tract;

THENCE; S 66° - 43' E, 101.41' to an iron pin set at the beginning of a curve;

THENCE; with curve to the left whose elements are Radius = 15.00', Arc Length = 23.58', Chord Length = 21.13' and whose Chord Bearing is N 68° - 17' E to an iron pin set on the Westerly line of Salina Street;

THENCE; N 23° - 15' W, 50.18' to the place of beginning, containing 7,448 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1118 Salina
2-0609-0719

FIELD NOTES

2-85-9859

FIELD NOTES OF 14,824 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the southerly line of Rosewood Avenue, as used on the ground, at the most northerly corner of the tract herein described, said pin bears S 80° - 43' W, 1520.06'; S 23° - 18' W, 35.00' from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S 23° - 18' W, 56.75' to a point;

THENCE; S 23° - 18' W, 70.00' to a point;

THENCE; S 23° - 18' W, 70.40' to a point at the southeast corner of the tract;

THENCE; N 66° - 42' W, 88.50' to a point at the southwest corner of the tract;

THENCE; N 24° - 01' E, 141.80' to a pin set in the southerly line of Rosewood Avenue;

THENCE; N 80° - 43' E, 103.00' to the place of beginning containing 14,824 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1415 Rosewood
2-0609-0401
2-0609-0402
2-0609-0417
Including vacated Comal Street

FIELD NOTES

2-85-9860

FIELD NOTES OF 2,030 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most easterly corner of the tract herein described said pin bears S 80° - 43' W, 1381.93'; S 23° - 18' W, 307.28'; N 66° - 42' W, 40.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; with curve to the left whose elements are Radius = 50.00', Arc Length = 45.00', Chord Length = 43.75' and whose Chord Bearing is N 86° - 45' W to a point;

THENCE; N 66° - 42' W, 123.00' to a point at the southwest corner of the tract;

THENCE; N 24° - 01' E, 15.00' to a point at the northwest corner of the tract;

THENCE; S 66° - 42' E, 88.50' to a point;

THENCE; S 66° - 42' E, 75.00' to the place of beginning containing 2,030 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

A portion of the North 1/2 of vacated Gregory Street

FIELD NOTES

2-85-9861

FIELD NOTES OF 6,288 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most southerly corner of the tract herein described said pin bears S 80° - 43' W, 1381.93'; S 23° - 18' W, 292.28'; N 66° - 42' W, 25.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; with curve to the right whose elements are Radius = 15.00', Arc Length = 23.56', Chord Length = 21.21' and whose Chord Bearing is S 68° - 18' W to a point;

THENCE; N 66° - 42' W, 75.00' to a point at the southwest corner of the tract;

THENCE; N 23° - 18' E, 70.40' to a point at the northwest corner of the tract;

THENCE; S 66° - 42' E, 90.00' to a pin set in the westerly line of Concho Street;

THENCE; S 23° - 18' W, 55.40' to the place of beginning containing 6,288 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1100 Concho Street
2-0609-04(15, 16)

FIELD NOTES

2-85-9862

FIELD NOTES OF 6,300 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most southerly corner of the tract herein described, said iron pin set bears S 80° - 43' W, 1381.93'; S 23° - 18' W, 236.88'; N 66° - 42' W, 25.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 90.00' to a point at the southwest corner of the tract;

THENCE; N 23° - 18' E, 70.00' to a point at the northwest corner of the tract;

THENCE; S 66° - 42' E, 90.00' to a pin set in the westerly line of Concho Street;

THENCE; S 23° - 18' W, 70.00' to the place of beginning containing 6,300 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1102 Concho Street
2-0609-04 (15, 16, 03, 04)

FIELD NOTES

2-85-9863

FIELD NOTES OF 6,645 SQUARE FEET OF LAND OUT OF OUTLOT 61, DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most southerly corner of the tract herein described said iron pin set bears S 80° - 43' W, 1381.93'; S 23° - 18' W, 166.88'; N 66° - 42' W, 25.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N 66° - 42' W, 90.00' to a point at the southwest corner of the tract;

THENCE; N 23° - 18' E, 56.75' to a point at the northwest corner of the tract;

THENCE; N 80° - 43' E, 59.59' parallel to the centerline of Rosewood Avenue to a pin set at the beginning of a curve;

THENCE. with curve to the right whose elements are Radius = 15.00', Arc Length = 23.56', Chord Length = 21.21' and whose Chord Bearing is S 54° - 17' E to a pin set at the beginning of another curve;

THENCE; with curve to the right whose elements are Radius = 126.00', Arc Length = 71.09', Chord Length = 70.13' and whose Chord Bearing is S 07° - 13' W to an iron pin on the westerly line of Concho Street;

THENCE; S 23° - 18' W, 16.42' to the place of beginning containing 6,645 sqyare feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1104-06 Concho
2-0609-04 (03, 04)

SCHEDULE 2

LOCAL ADDRESS	MONTHLY RENT	TERM
1117 1/2 Salina 2-0609-0838	$240.00	Month to Month
1309 Rosewood 2-0609-0114	$ 25.00	Month to Month
Symphony Square 2-0805-1013 and Symphony Plaza 2-0805-1302	$650.00*	6/1/75 - 12/31/2025

2-85-9864

*See specific terms in lease attached hereto.

1100 East 1st 2-0405-0612	$400.00	8/6/81-8/5/82

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

RENTAL AGREEMENT

This Agreement made this day by and between the AUSTIN REDEVELOPMENT AUTHORITY, hereinafter called "ARA" and Mr.&Mrs. Clarence Jackson, hereinafter called "Renter".

WITNESSETH:

2-85-9865

1. Term.

In consideration of the mutual covenants and conditions hereinafter set forth, the ARA hereby rents unto the Renter, and the Renter hereby rents from the ARA the property located at 1117 1/2 Salina, in Austin, Travis County, Texas, and described as Blackshear Parcel No. 1-17 for the primary term of ninety (90) days from the date hereof, and from month to month thereafter; provided, however, that the Renter is under no obligation or duty to rent the property for any specific length of time and the Renter may terminate this lease at any time that he chooses by giving the ARA ten days notice of his intention to vacate.

2. Rent

a. Amount - Rent for the property covered by this agreement is $ 240.00 per month, (which amount has been computed under the provisions of the current U. S. Department of Housing and Urban Development, Urban Renewal Handbook and the applicable Federal and State laws in effect at the time of signing this agreement).

b. Date Due - The amount of $ 80.00 is due on May 22, 19 81, for the period ending May 31, 19 81. Thereafter, payments of $ 240.00 will be due in

advance on the first day of each month. Rent will be considered in default if not paid by the fifth (5th) day of each month.

c. Place of Payment - All payments shall be made by the Renter to the ARA at the following address: 307 East 14th Street, Austin, Texas, 78701, or to any address hereinafter designated in writing by the ARA.

2-85-9866

d. Effect of Nonpayment of Rent - If the Renter fails to pay the rent as herein required, he shall run the risk of being evicted from the property.

e. Effect of Renter Moving During the Month - If the Renter moves before the end of any period for which rent has been paid in advance, the Renter is entitled to a refund on the unused portion of his rent.

f. Renter's Duty to Pay Rent - The Renter's duty to pay rent is expressly dependent on the ARA satisfying its duty to maintain the property, as hereinafter set out in Paragraph 3.

3. Maintenance

a. The ARA is responsible for the following maintenance of the property being rented.

(1) Maintain the existing plumbing, heating and electrical systems in a safe operating condition not, however, to include major plumbing or rewiring of any substandard structure scheduled for demolition.

(2) Make minor repairs on such items as porches, floors, walls, etc., so that the house is safe for occupancy.

(3) Maintain the exterior premises in a manner designed to protect the health and safety of the Renter; not, however, to include normal household maintenance as mowing lawns, trimming, removal of garbage, etc.

(4) Maintain in safe operating condition or remove, any subsidiary buildings, fences and walls.

(5) Control weeds and other unsightly growth which would not be removed by the simple act of mowing the lawns, trimming, etc., which are specifically the duty of Renter.

2-85-9867

b. Responsibility of Renter

(1) The Renter shall maintain the premises in at least as good condition as they were in at the date of signing this Agreement or any repair on the property, whichever date was last, reasonable wear and tear excluded.

(2) Renter shall be responsible for normal yard work such as mowing, trimming, raking of leaves, etc.

4. Eviction

a. Termination of tenancy and eviction shall be undertaken only as a last resort and only under one or more of the following circumstances:

(1) Failure to pay rent when due.

(2) Maintenance of a nuisance or use of the premises for illegal purposes.

(3) A material breach of this rental agreement.

(4) Refusal to consider accommodations meeting relocation standards.

(5) Failure or refusal to admit or cooperate with a relocation interviewer.

5. Use and Occupancy.

The use and occupancy of this property is limited to Single Family Residential.

6. Fixtures.

Upon vacating the property, the Renter shall not remove any items of realty, such as plumbing and electrical fixtures, cabinets, fences and the like.

2-85-9868

7. Grievances.

a. Right to Grievance Hearing.

Whenever the Renter of ARA has a complaint under this agreement, which the parties have been unable to resolve through mutual consultation, the party is entitled to a fair hearing before the Board of Commissioners.

b. Initiation of Grievance Procedure.

(1) This grievance procedure may, at the option of either party, be utilized by contacting either or both of the persons named below who shall have the responsibility of arranging a grievance hearing:

a. Renter's Nominee:

Fred Fuchs, Legal Aid Society
(Name)
Ninth Floor, Perry Brooks Bldg.
8th at Brazos, Austin 476-7244
(Address) (Telephone)

b. The ARA through:

Brenda E. Reese
(Name)
307 East 14th Street
Austin, Texas, 78701 477-5711
(Address) (Telephone)

(2) The hearing called for hereunder shall be held within ten (10) days after the notification of the other party that a hearing is requested.

c. Conduct of Hearing.

The tenant may be represented by counsel or another person chosen as a representative. The hearing shall be private unless tenant requests, and the ARA Board of Commissioners agrees to, a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Tenant may examine before the hearing all documents, records and regulations of the ARA that are relevant to the hearing. Tenant may present evidence and arguments in support of his grievance, and cross-examine all witnesses on whose testimony or information the ARA relies. Hearings conducted by the Board shall be informal and any oral or documentary evidence, as limited however to the facts and issues raised by the grievance and answer, may be received by the Board without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

2-85-9869

d. Decision of Grievance Committee.

The decision of the Board shall be based solely and exclusively upon facts presented at the hearing and upon applicable regulations and the authorities listed in Paragraph "f" below. The Board shall prepare its written recommendation giving its reasons or basis therefor, within a reasonable time after date of the hearing, and in any event, not more than 10 days thereafter, and shall mail or deliver a copy thereof to both parties. The written decision of the Board shall be maintained on file by the ARA. Findings and determinations shall be advisory only, however, the decision will be given great weight, and either party shall have the right to his regular remedies under the law.

e. Right to Counsel.

Both parties shall have a right to counsel. Such right includes advice to the Renter (which is hereby specifically given) that free legal assistance is available to indigents from the Community Legal Services Program and the Travis County Legal Aid and Defender Society, if the Renter meets all qualification for such free legal assistance.

2-85-9870

f. Policy Questions.

Questions of law and policy shall be determined by reference to the applicable statutes and regulations.

8. Nothing in this Rental Agreement shall diminish the rights of the Renter under the Constitution of Laws of the United States, the Constitution or Laws of the State of Texas, or the regulations promulgated by the U. S. Department of Housing and Urban Development, applicable to renewal projects. All such laws are hereby expressly incorporated into and made a part of this lease for the express benefit of the Renter.

ENTERED INTO AND AGREED UPON, this 3rd day of June, 1981.

Mr & Mrs Clarence Jackson
RENTER

THE AUSTIN REDEVELOPMENT AUTHORITY
By: Brenda E. Reese

WITNESS:
Suzanne Chauser

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

NOV 5 1979

RENTAL AGREEMENT

This Agreement made this day by and between the AUSTIN REDEVELOPMENT AUTHORITY, hereinafter called "ARA", and IRENE PATTERSON, hereinafter called "Renter",

WITNESSETH:

1. Term.

2-85-9871

In consideration of the mutual covenants and conditions hereinafter set forth, the ARA hereby rents unto the Renter, and the Renter hereby rents from the ARA the property located at 1309 Rosewood, in Austin, Travis County, Texas, and described as Blackshear Parcel No. 10-2 for the primary term of ninety (90) days from the date hereof, and from month to month thereafter; provided, however, that the Renter is under no obligation or duty to rent the property for any specific length of time and the Renter may terminate this lease at any time that he chooses by giving the ARA twenty-four (24) hours notice of his intention to vacate.

2. Rent.

a. Amount - Rent for the property covered by this agreement is $25.00 per month, (which amount has been computed under the provisions of the current U. S. Department of Housing and Urban Development, Urban Renewal Handbook and the applicable Federal and State laws in effect at the time of signing this agreement, said computations being attached hereto).

b. Date Due - The amount of $17.50 is due on November 10, 1979, for the period ending December 1, 1979. Thereafter, payments of $25.00 will be due in advance on the first day of each month. Rent will be considered in default if not paid by the seventh (7th) day of each month.

c. Place of Payment - All payments shall be made by the Renter to the ARA at the following address: 307 E. 14th Street, Austin, Texas, or to any address hereinafter designated in writing by the ARA.

d. Effect of Nonpayment of Rent - If the Renter fails to pay the rent as herein required, he shall run the risk of being evicted from the property.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

e. Effect of Renter Moving During the Month - If the Renter moves before the end of any period for which rent has been paid in advance, the Renter is entitled to a refund on the unused portion of his rent.

f. Renters Duty to Pay Rent - The Renter's duty to pay rent is expressly dependent on the ARA satisfying its duty to maintain the property as hereinafter set out in Paragraph 3.

. Maintenance.

2-85-9872

a. The ARA is responsible for the following maintenance of the property being rented.

(1) Maintain the existing plumbing, heating and electrical systems in a safe operating condition, not, however, to include major plumbing or rewiring of any substandard structure scheduled for demolition.

(2) Make minor repairs on such items as porches, floors, walls, etc., so that the house is safe for occupancy.

(3) Provide for extermination or control of rodents and other vermin.

(4) Maintain the exterior premises in a manner designed to protect the health and safety of the Renter; not, however, to include such normal household maintenance as mowing lawns, trimming, removal of garbage, etc.

(5) Maintain in safe operating condition or remove, any subsidiary buildings, fences and walls.

(6) Control weeds and other unsightly growth which would not be removed by the simple act of mowing the lawns, trimming, etc., which are specifically the duty of Renter.

(7) Remove unsightly junk and debris, (such as plumbing fixtures, abandoned automobiles, etc., from the premises), not left or deposited by Renter subsequent to acquisition of the property by the ARA.

(8) Provide an adequate level of security and protection for the Renter, which may require the employment of private guards to supplement municipal protection services where necessary and available.

b. Responsibility of Renter.

(1) The Renter shall maintain the premises in at least as good condition as they were in at the date of signing this Agreement or any repair on the property, whichever date was last, reasonable wear and tear excluded.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDING

(2) Renter shall be responsible for normal yard work such as mowing, trimming, raking of leaves, etc.

4. Other Services.

a. The ARA will provide, or make available, job, financial, educational, health or other services and counseling needed by the Renter. Such services and counseling include special provisions for hardship cases.

b. The ARA's right to terminate the tenancy and evict the Renter is dependent upon the ARA's satisfying its duty to provide or make available the services listed above in Paragraph 4a, regardless of reason for eviction.

5. Eviction.

2-85-9873

a. Termination of tenancy and eviction shall be undertaken only as a last resort and only under one or more of the following circumstances:

(1) Failure to pay rent when due.

(2) Maintenance of a nuisance or use of the premises for illegal purposes.

(3) A material breach of this rental agreement.

(4) Refusal to consider accomodations meeting relocation standards.

(5) Failure or refusal to admit or cooperate with a relocation interviewer.

b. Prior to the Court hearing on any eviction proceeding, the tenant shall be given access to any ARA records that are used in the decision to terminate the tenancy.

c. Where eviction for Paragraph 5, Section A 1-3, ARA still has duty to provide adequate relocation housing and social services.

d. Where eviction for Paragraph 5, Section A 4-5, eviction only after ninety (90) days written notice, which notice will contain the reason therefor and after a hearing before the Grievance Committee.

6. Use and Occupancy.

The use and occupancy of this property is limited to single family residential.

7. Fixtures.

Upon vacating the property, the Renter shall not remove any items of realty, such as plumbing and electrical fixtures, cabinets, fences and the like.

8. Grievances.

a. Right to Grievance Hearing.

Whenever the Renter or ARA has a complaint under this agreement, which the parties have been unable to resolve through mutual consultation, the party is entitled to a fair hearing before the grievance committee.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

b. Initiation of Grievance Procedure.

(1) This grievance procedure may, at either parties option, be utilized by contacting either or both of the persons named below who shall have the responsibility of arranging a grievance hearing:

a. Renter's Nominee:

(Name)

(Address) (Phone)

b. The ARA through

2-85-9874

Tom Knickerbocker, Executive Director
(Name)

307 E. 14th Street, Austin, Tx 78701 477-5711
(Address) (Phone)

(2) The hearing called for hereunder shall be held within ten (10) days after the notification of the other party that a hearing is requested.

c. Makeup of Committee.

The grievance committee shall consist of one nominee of the Renter, one nominee of the ARA, and a third person to be chosen by the first two nominees.

d. Conduct of Hearing.

The tenant may be represented by counsel or another person chosen as a representative. The hearing shall be private unless tenant requests, and the Hearing Panel agrees, to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Tenant may examine before the hearing all documents, records and regulations of the ARA that are relevant to the hearing. Tenant may present evidence and arguments in support of his grievance, and cross-examine all witnesses on whose testimony or information the ARA relies. Hearings conducted by the Panel shall be informal and any oral or documentary evidence, as limited however to the facts and issues raised by the grievance and answer, may be received by the Hearing Panel without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

e. Decision of Grievance Committee.

The decision of the Hearing Panel shall be based solely and exclusively upon facts presented at the hearing and upon applicable regulations and the authorities listed in Paragraph "g" below. The Hearing Panel shall prepare its written recommendation giving its reasons or basis therefor,

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

within a reasonable time after date of the hearing, and in any event, not more than 10 days thereafter, and shall mail or deliver a copy thereof to both parties. The written decision of the Hearing Panel shall be maintained on file by the AHA Findings and determinations shall be advisory only, however, the decision will be given great weight, and either party shall have the right to his regular remedies under the law.

f. Right to Counsel.

2-85-9875

Both parties shall have a right to counsel. Such right includes advice to the Renter (which is hereby specifically given) that free legal assistance is available to indigents from the Community Legal Services Program and the Travis County Legal Aid and Defender Society, if the Renter meets all qualification for such free legal assistance.

g. Policy Questions.

Questions of law and policy shall be determined by reference to the applicable statutes and regulations.

9. Nothing in this Rental Agreement shall diminish the rights of the Renter under the Constitution or Laws of the United States, the Constitution or Laws of the State of Texas, or the regulations promulgated by the U. S. Department of Housing and Urban Development, applicable to renewal projects. All such laws are hereby expressly incorporated into and made a part of this lease for the express benefit of the Renter.

ENTERED INTO AND AGREED UPON, this _____ day of _____, 19 79.

Irene Patterson
RENTER IRENE PATTERSON

THE AUSTIN HOUSING AUTHORITY

By: Charles E. Wiltzius
Charles E. Wiltzius

WITNESS:

_____

_____

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

[illegible] RENWAL [illegible]

Memo[illegible] to File:

Comp[illegible] of Rent [illegible]
Base[illegible] Rent

Date 10/23/79
[illegible] 10-2
[illegible] Blackshear
[illegible] A-11-2- 2-85-9876

Name Irene Patterson
Site Address 1309 Rosewood

1. A[illegible] ($ 200.00 [illegible] Mo. = $ 2,400.00

2. G[illegible] Income Deduction

[illegible] 5 [illegible] of G[illegible] 120.00

D[illegible] Minor[illegible] $

M[illegible] deduction $
O[illegible] deduction $
F[illegible] member care $
M[illegible] earning income $

3. [illegible] $ 120.00

4. A[illegible] $ 2,388.00

5. A[illegible] month, [illegible] have) $ 199.00

6. [illegible] Ability [illegible] monthly income) ÷ 4

25.00 [illegible] 24.75 (estim[illegible]) = $ ~~49.75~~

7. [illegible] Ability [illegible] ation of [illegible]

[illegible] (estim[illegible]) = $

8. [illegible] X [illegible] to: / [illegible] to: $

9. [illegible] Reduce rent to $25.00 - tenant will pay utilities

Review[illegible]

10/24/79 [illegible] Date

P. W. Sneed
Relocation Counselor
P. W. Sneed

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS, on the 19th day of November, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter referred to as "The Basic Lease"; and,

WHEREAS, the Basic Lease was amended by a document dated March 25, 1977, hereinafter referred to as the "First Amendment"; and, 2-85-9877

WHEREAS, continued operation of the Symphony Square complex has indicated problems developing in connection with the care, control and security of the Symphony Square area; and,

WHEREAS, a further question has arisen over the extent to which the Symphony Society may sub-lease Symphony Square under the terms of the Basic Lease; and,

WHEREAS, to resolve the problems of security and control and to clarify the rights and duties of the Symphony Society in connection with a proposed sub-lease of the Square, it has become necessary to amend the Basic Lease as heretofore amended by the First Amendment; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation acting herein by and through its duly aurhtorized chairman, hereinafter called "Lessor", and the Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Article 1, DEMISE OF PROPERTY, of the Basic Lease, as amended by paragraph 1 of the First Amendment, is hereby amended so that the same shall hereafter read as follows:

> "1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described as follows:
>
> TRACT A: Lot 1, Symphony Square, a subdivision, in the City of Austin, Travis County, Texas, according to the map or plat of Record in Book 62, page 46, Plat Records of Travis County, Texas, SAVE AND EXCEPT the area within the drainage easement detailed in Inset 2 on the face of said plat.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

TRACT B: A description of a 0.6358 acre tract of land, being a part of Block 118 of the "Original City of Austin," Travis County, Texas:

COMMENCING, as a point of reference, from the intersection of the South Line of 11th Street, an 80.0 foot right of way and the East Line of Red River Street, an 80.0 foot right of way same being the Northwest corner of the said Block 118, for the Northwest corner of and POINT OF BEGINNING of this herein described tract;

THENCE, with the South right of way Line of 11th Street, same being the North Line of said Block 118, S 71°11'E, 100.00 feet to a point for the Northeast corner hereof;

THENCE, S 18°57'W, 277.06 feet to a point in the North right of way Line of 10th Street for the Southeast corner hereof; 2-85-9878

THENCE, with the North right of way Line of said 10th Street, the South Line hereof N 71°08'W, 100.00 feet to a point at the intersection of the North right of way Line of 10th Street with the East Line of Red River Street for the Southwest corner hereof;

THENCE, with the East right of way Line of Red River Street, the West Line hereof, N 19°00'E, 276.89 feet to the POINT OF BEGINNING and containing 0.6358 acres of land more or less.

Said land and the buildings situated thereon are collectively known as Symphony Square.

2. Paragraph (c) of Article 5 of the Basic Lease is hereby amended so that the same shall hereafter read as follows:

"5. (c) The Lessee is authorized to sub-lease any or all of the leased premises for the purpose of providing food and beverage services for patrons of the facilities; provided that such facilities shall be operated in accordance with the terms of this lease and consistent with the Lessees' "educational, cultural and artistic purposes" as defined in Section 5 (a) hereof. Each sub-lease shall provide that it is subject to compliance with the terms of this lease, but otherwise may contain such terms and conditions as may be agreed upon by the Lessee and its sub-lessee."

EXECUTED IN TRIPLICATE ORIGINALS this 7th day of April, 1978.

URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

By: _____
Chairman

ATTEST:

_____
Secretary

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: _____
President

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

THAT WHEREAS, on the 19th day of November, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter called "The Basic Lease"; and 2-85-9879

WHEREAS, problems with construction and rehabilitation of the Symphony Square structures have delayed the completion of the project beyond the originally contemplated June 1, 1975 date; and,

WHEREAS, further refinement of the operation to be conducted at Symphony Square has made it desirable to modify the area being leased and the rent to be paid therefore; and,

WHEREAS, to carry forward the goals of the Lessor and the Lessee in utilizing and saving the valuable heritage represented by Symphony Square, it has become necessary to amend The Basic Lease; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and The Austin Symphony Orchestra Society, a Texas nonprofit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Exhibit "A", of the Basic Lease, referred to and incorporated by reference therein by Article 1. of said Basic Lease, is hereby amended by adding thereto the following described property, as Tract #5; to-wit;

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

2. Article 4 of the Basic Lease is amended so that the same shall hereafter read as follows:

"4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of $7,800.00 yearly, payable in monthly installments of $650.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

2-85-9880

(a) The first payment of $650.00 shall be due and payable on January 1, 1977, and thereafter on the first day of each succeeding month throughout the term of this lease.

(b) The Lessee shall pay rent from June 1, 1975 through December 31, 1976, in an amount computed on the ratio that the amount of square feet of the demised premises actually occupied by Lessee bears to the total square footage included in Exhibit "A" of the Basic Lease. For purposes of this computation only, rent will be based on $600.00 per month as originally contemplated by the Basic Lease.

(c) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building, moving and refinishing expense.

(d) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(e) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone, utilities, insurance, office supplies and equipment and the like.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

EXECUTED IN TRIPLICATE ORIGINALS this 25th day of MARCH, 1971.

URBAN RENEWAL AGENCY
OF THE CITY OF AUSTIN

ATTEST:

BY: _____
Chairman

2-85-9881

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

BY: _____
President

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

7752 94

EXHIBIT "A-1"

Tract #5

DESCRIPTION

2-85-9882

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET OF LAND, BEING OUT OF SYMPHONY SQUARE SUBDIVISION OF RECORD IN BOOK 62 PAGE 46 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S 71° - 10' E, 60.45' from the most Northerly corner of Symphony Square Subdivision of record in Book 62 Page 46 of the Plat Records of Travis County, Texas;

THENCE; S 71°-10' E, 31.50' to a point;

THENCE; S 19°-00' W, 10.00' to a point;

THENCE; S 03°-57' E, 67.42' to a point;

THENCE; N 84°-57' W, 24.00' to a point;

THENCE; N 31°-33' W, 36.20' to a point;

THENCE; N 19°-00' E, 32.08' to a point;

THENCE; N 71°-00' W, 9.00' to a point;

THENCE; N 19°-00' E, 21.42' to the place of beginning, containing 2,712 Square Feet of land.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

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

THAT WHEREAS, the Urban Renewal Agency of the City of Austin is the Owner of certain land which is being redeveloped for park, recreation, and other public uses in accordance with the Brackenridge Urban Renewal Plan; and, 2-85-9883

WHEREAS, the Agency is the Owner of certain venerable historical buildings, each of which has contributed to the heritage and culture of this City; and,

WHEREAS, it is the desire and determination of the Agency to restore such structures to usefulness insofar as that can be accomplished; and,

WHEREAS, the Agency does not possess the very long term capability of maintaining these historical structures which should be preserved for future generations; and,

WHEREAS, The Austin Symphony Orchestra Society shares the concern of the Agency for the restoration, preservation and maintenance of such historical structures, and in addition, has both the desire and the financial capacity to undertake the long term maintenance and up-keep thereof; and,

WHEREAS, both parties have determined that it is in the public interest to pool their resources to assure the restoration and long term maintenance of these historical examples of our city's early architecture; NOW, THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized Chairman, hereinafter called "LESSOR", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "LESSEE", do hereby agree as follows:

1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described in

Exhibit "A" attached hereto and made a part hereof for all purposes, which land and buildings collectively are known as "Symphony Square" and "Symphony Plaza".

2. TERM. The primary term of this lease shall begin June 1, 1975, and shall end at midnight, December 31, 2025, unless sooner terminated as herein provided.

2-85-9884

3. RENEWAL OPTION. Lessee shall have the right to renew and extend this lease for an additional term of fifty (50) years upon the same terms and conditions as in effect for the primary term. Said option shall be exercised by Lessee giving written notice thereof to Lessor on or before December 31, 2024.

4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of $7,200.00 yearly, payable in monthly installments of $600.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building moving and refinishing expense.

(b) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(c) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone, utilities, insurance, office supplies and equipment and the like.

5. USE OF THE PREMISES. The Lessee shall use the leased premises for its educational, cultural and artistic purposes and for no other purpose in accordance with the following conditions:

(a) For purposes of this agreement the terms "educational, cultural and artistic purposes" shall include but not be limited to the following: the maintenance of a permanent visible presence of the cultural and historical

dimension of the Lessee Society, with particular emphasis on music and the performing arts; the maintenance of historical or restored buildings demonstrating the cultural heritage of the community; the display of artifacts, heirlooms, antiques and tools related to the early history of the area; the demonstration of arts, crafts, handicraft and creative skills of a quality and variety tending to educate the public in the appreciation of the artist, the craftsman and the pioneer; the sponsorship and conduct of seminars, concerts, recitals, ballets, operas, and dramatic performance, and the general promotion and encouragement of the performing arts and the creative talents of the community and the education of the public in the appreciation thereof.

2-85-9885

(b) It shall not be deemed inconsistent with the foregoing that admission shall be charged for the seminars, exhibits, concerts or performances to be conducted on the premises, and it is understood and agreed that artisans and craftsmen shall be entitled to offer for sale to the public by express authority of the Lessee, but not otherwise, those items which are consistent with the educational, cultural and artistic purposes expressed herein.

(c) The parties understand and agree that food and beverage service facilities for the convenience of the public may be maintained either by volunteer services, catering, or sub-contract.

(d) It is agreed and understood that a portion of one of the buildings may be set aside for use as an office by the Austin Symphony Orchestra Society at which tickets to musical and other cultural activities may be sold.

(e) No person shall ever be denied access to the premises because of race, color, creed, sex or national origin.

6. LESSORS OBLIGATIONS.

(a) Lessor agrees to contract for the engineering, moving and restoration of the three historical buildings locally known as "The New Orleans Club", "Hardeman House" and "Hamilton House" and will provide funds not to exceed a maximum of $90,000.00 for each building, conditioned upon

the performance by the Lessee of the provisions of this lease, including the provision of all additional funds required for the completion of the Symphony Square project which are not furnished by Lessor under the applicable regulations of The Department of Housing and Urban Development.

(b) Lessor further agrees to provide funds not to exceed $45,000.00 for moving and restoring the building known as "The Doyle House" for use by the Lessee in conjunction with the Symphony Square area, PROVIDED The Doyle House is located on park land east of the present Red River Street and south of the Symphony Square site, and PROVIDED FURTHER, that Lessee pays all costs in excess of $45,000.00 herein specified for the engineering, design and interior work.

2-85-9886

7. LESSEES OBLIGATIONS.

(a) Lessee shall be obligated to pay for all costs and out-of-pocket expenses for the moving and restoration of the buildings which are not funded by Lessor under the regulations of The Department of Housing and Urban Development.

(b) Lessee shall provide for all insurance, upkeep and maintenance on the leased premises in accordance with generally accepted standards for public buildings in Austin, Texas.

8. CHANGED CONDITIONS OR CIRCUMSTANCES.

In the event that, during the primary term or the renewal thereof, the maintenance of the restored buildings becomes impossible or unsafe to the public for structural reasons, the Lessee shall have the right at its own expense to replace the building or buildings with other historical buildings having similar historical or cultural quality with the consent of the Lessor, which shall not be unreasonably withheld. No requirement, however, exists, and the Lessor in no event shall have any duty to restore any of the buildings at any time after initial restoration as herein provided.

9. TERMINATION.

This lease shall terminate upon the occurrence of any of the following:

(a) The expiration of the primary lease term without renewal thereof, or,

7752 99

(b) The expiration of the renewal term; or,

(c) The dissolution of the Lessee corporation; or,

(d) The operation of the leased premises for a period longer than thirty (30) days for purposes other than the purposes described in Article 5 hereof; or,

2-85-9887

(e) The breach of any covenant or condition of this agreement by the Lessee which remains uncorrected due to Lessee's failure to perform for a period in excess of thirty (30) days; or,

(f) The failure of the Lessee to sponsor or support a Symphony Orchestra in the City of Austin. Such failure shall be deemed to have occurred when the Orchestra shall not conduct at least three (3) regular public concerts for two consecutive seasons; except in case of national emergency or public disaster; or,

(g) The mutual agreement of the Lessor and Lessee.

10. ASSIGNMENT AND SUCCESSORS IN INTEREST.

(a) The Lessee may not assign this lease without the written consent of the Lessor.

(b) In the event that the Lessor should cease to exist or should otherwise be merged, reorganized or altered, the terms and conditions of this lease shall nevertheless apply and be fully binding upon any successor in interest to the leased premises.

11. NOTICES.

All notices provided for herein shall be deemed to have been given when mailed by certified mail as follows:

To Lessor: Executive Director
Urban Renewal Agency of the City of Austin
307 East 14th Street
Austin, Texas 78701

To Lessee: Austin Symphony Orchestra Society
At its Registered Address
Austin, Texas

EXECUTED IN TRIPLICATE ORIGINALS, this 19th day of Nov., 1974.

URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

ATTEST:

Jean M. Pick

By: Charles T. Sangolis
LESSOR

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: W. D. Haley, Jr.
LESSEE

EXHIBIT "A"

TRACT #1:
1747.83 SQUARE FEET OF LAND, BEING A PART OF LOTS 1 & 2, BLOCK 140, OF THE ORIGINAL CITY OF AUSTIN, AND BEING ALSO A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING FOR REFERENCE at an iron stake in the East R.O.W. line of Red River Street at the Northwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46 of the Plat Records of Travis County, Texas, and from which the Northwest corner of Lot 1, Block 140 of the Original City of Austin, bears S 19° 00' W for a distance of 10.0 ft.; 2-85-9888

THENCE with the North line of Lot 1 of the said subdivision, S 71° 10' E for a distance of 30.95 ft. to a point;

THENCE S 18° 50' W for a distance of 1.5 ft. to a point for the Northwest corner and Place of Beginning of this tract;

THENCE S 71° 10' E for a distance of 49.0 ft. to a point for the Northeast corner of this tract;

THENCE S 18° 50' W for a distance of 35.67 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 10' W for a distance of 49.0 ft. to a point, for the Southwest corner of this tract;

THENCE N 18° 50' E for a distance of 35.67 ft. to the Place of Beginning and containing 1747.83 square feet.

TRACT #2:
1314.3 SQUARE FEET OF LAND, BEING A PART OF LOT 3, BLOCK 140, OF THE ORIGINAL CITY OF AUSTIN, AND BEING ALSO A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING FOR REFERENCE at an iron stake in the South line of Lot 3, Block 140, of the Original City of Austin at the Southeast corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, said iron stake being also in the North R.O.W. line of East 11th Street;

THENCE with the East line of the said subdivision, N 03° 57' W for a distance of 42.60 ft. to a point;

THENCE S 53° 11' W for a distance of 1.13 ft. to a point, for the most Easterly corner and Place of Beginning of this tract;

THENCE S 53° 11' W for a distance of 41.83 ft. to a point for the most Southerly corner of this tract;

THENCE N 36° 49' W for a distance of 31.42 ft. to a point, for the most Westerly corner of this tract;

THENCE N 53° 11' E for a distance of 41.83 ft. to a point, for the most Northerly corner of this tract;

THENCE S 36 ° 49' E for a distance of 31.42 ft. to the Place of Beginning, and containing 1314.3 square feet.

TRACT #3:
1449.18 SQUARE FEET OF LAND OUT OF THE SOUTHWEST CORNER OF LOT 1, BLOCK 140, ORIGINAL CITY OF AUSTIN, TEXAS, AND BEING A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING at an iron stake at the intersection of the North line of East 11th Street and the East line of Red River Street, being the Southwest corner of the Lot 1, Block 140, Original City of Austin, Texas, and said iron stake being also at the Southwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, for the Southwest corner of the tract herein described;

2-85-9889

THENCE with the East line of Red River Street and the West line of said Lot 1, Block 140, Original City of Austin, and the West line of Lot 1 of the said subdivision, N 19° 00' E for a distance of 49.0 ft. to an iron stake at the Northeast edge of building wall on the Southwest bank of Waller Creek, for the Northwest corner of this tract, being also the most Northerly Southwest corner of that certain tract conveyed to the City of Austin by deed recorded in Volume 267, Page 291, of the Deed Records of Travis County, Texas;

THENCE with the Northeast edge of the existing building, and the Southwest line of the said City of Austin tract, S 31° 28' E for a distance of 76.70 ft. to an iron stake in the North line of East 11th Street and the South line of said Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of said subdivision, for the Southeast corner of this tract;

THENCE with the North line of East 11th Street and the South line of Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of the said subdivision, being also along the South edge of the wall of the existing building, N 71° 10' W for a distance of 59.15 ft. to the Place of Beginning, and containing 1449.18 square feet of land.

TRACT #4:
1437.73 SQUARE FEET OF LAND, BEING A PART OF LOT 8, BLOCK 118, OF THE ORIGINAL CITY OF AUSTIN:

BEGINNING FOR REFERENCE at a point at the intersection of the South R.O.W. line of 11th Street and the East R.O.W. line of Red River Street, said point being also at the Northwest corner of Lot 8, Block 118, of the Original City of Austin;

THENCE with the East R.O.W. line of Red River Street, S 19° 00' W for a distance of 93.0 ft. to a point;

THENCE S 71° 00' E for a distance of 8.0 ft. to a point, for the Northwest corner and Place of Beginning of this tract;

THENCE continuing S 71° 00' E for a distance of 43.7 ft. to a point, for the Northeast corner of this tract;

THENCE S 19° 00' W for a distance of 32.9 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 00' W for a distance of 43.7 ft. to a point, for the Southwest corner of this tract;

THENCE N 19° 00' E for a distance of 32.9 ft. to the Place of Beginning, and containing 1437.73 square feet of land.

LEASE AGREEMENT

This lease agreement is made this 6th day of AUGUST, 19 81, between AUSTIN REDEVELOPMENT AUTHORITY (Lessor) and VINCENT + MARY MARGARET SILGUERO (Lessee), who is the head of a family consisting of the following persons: VALENTINO MICHAEL, JOSEPHINE JOANNA, MARY MARGARET, MARY HELEN, VINCENTE JR. C-85-9890

This lease agreement is made between the parties as a part of the Section 8 Housing Assistance Payment Program being administered by the Austin Redevelopment Authority for the United States Department of Housing and Urban Development (HUD). The parties understand that under the Section 8 Program, the Austin Redevelopment Authority will make a Housing Assistance Payment on behalf of the Lessee in accordance with the rules and regulations established by HUD for the administration of the program and the terms and conditions of the Housing Assistance Payments Contract between the Lessor and the Austin Redevelopment Authority. It is also understood by the parties that the participation by the Austin Redevelopment Authority shall continue only as long as there shall be an Annual Contributions Contract between the Austin Redevelopment Authority and HUD to provide funds for the Housing Assistance Payments. Subject to the above conditions, the Lessor and Lessee agree as follows:

1. Leased Property. The Lessor agrees to lease to the Lessee the property located at 1100 EAST 1ST, ~~Apartment No.~~ _____, in AUSTIN, TRAVIS County, Texas.

2. Term of Lease. The lease shall begin on the 6TH day of AUGUST, 1981, and shall continue for a period of one year, ending on the 5th day of AUGUST, 1982. The Lessee, however, may terminate this lease before the lease term expires by giving the Lessor at least thirty (30) days advance written notice. The Lessor may terminate this lease subject to the provisions of Paragraphs #12, #16, and #17 below relating to evictions.

3. Rent. (a) The total rent shall be $ 400.00 per month payable on the first day of each month beginning on the 10TH day of AUGUST, 19 81.

(b) Of the total rent, $ 325.00 shall be payable by the Austin Redevelopment Authority as Housing Assistance Payments on behalf of the Lessee, and $ 75.00 shall be payable by the Lessee. These amounts shall be subject to change by reason of change in the Lessee's family income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustments by ARA of any applicable allowances for utilities and other services. Any such change shall be effective as of the date stated in a notification to the Lessee.

Lessor may charge a late penalty of $5.00 in the event the Lessee fails to pay the rent provided for herein by the 5th day of each month during the term of this lease. Failure to pay rent by the 5th will be good cause for non-renewal of the lease by the Lessor.

4. Lessee agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his tenancy with respect to the amount of rental he will be obligated to pay and his right of occupancy, and that a recertification of income shall be made to the Lessor annually from the date of this lease in accordance with HUD regulations and requirements. If income increases/decreases $200.00 or more per year from the date of this lease, in accordance with HUD regulations and requirements, Lessee agrees to advise Lessor. 2-85-9891

A family's eligibility for Housing Assistance Payments shall continue until the amount equals the gross rent for the dwelling unit it occupies. However, the termination of eligiblity at such point shall not affect the family's other rights under its lease nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents of other relevant circumstances during the term of contract. A family may at any time request a redetermination of its gross family contribution on the basis of changes in family income or other relevant circumstances.

The Lessor shall give the Lessee thirty (30) days notice of such increased monthly rental by an addendum to be made a part of this lease stating the new amount the Lessee will be required to pay.

5. Security Deposit. The Lessee is required to pay the Lessor a Security Deposit equal to "One month's total family contribution or $50.00 whichever is greater." (Reference Section 881.608 of above referenced regulations). The Lessor agrees to refund the security deposit in accordance with the attached security deposit agreement which is made part of this lease agreement.

6. Utilities. The Section 8 Housing Assistance Payments Program provides Lessee with a $ 55.00 utility allowance to be used for utility payments.

The Lessor shall provide and pay for the following utilities: ~~water, sewer, trash removal and~~ NONE. Any utilities not listed shall be paid for by the Lessee. All utilities shall be used for ordinary household purposes. If the local utility companies terminate services to the Lessee's apartment for reason of non-payment, the Lessor will begin eviction proceedings for good cause as stated in Sections 16 and 17.

7. Use and Occupancy. (a) The leased property shall be used solely and exclusively for private residence purposes, and shall be occupied only by the Lessee and the members of the Lessee's family stated above; (b) Lessee will not make or permit any use of the property which would disturb any resident of the building or neighborhood, violate any law, ordinance, or regulation, or take any action which would have the effect of increasing the fire insurance rates on the property; (c) Lessee and the Lessee's family agree to abide by such necessary and reasonable written regulations that may be established by the Lessor for the benefit and well being of the Lessor (Section 18), and any other occupants of the building in which the leased property is located; (d) The Lessee will not permit a pet anywhere in or around the leased property; (e) The Lessee may not assign, sublet, or transfer possession of the leased property to any person

without the written consent of the Lessor being ARA _____. Any such assignment, sublease, or transfer of the leased property will automatically terminate this lease and the Housing Assistance Payment by the Austin Redevelopment Authority; (f) The Lessee will be responsible for the maintenance and upkeep of the grounds, lawn and shrubs in front and rear of individual dwelling on the leased property. In the event that Lessee does not abide by this rule, Lessor can charge a suitable fee for the maintenance provided or any damages caused to the grounds by the Lessee.

2-85-9892

8. Conditions of Leased Property. The Lessor agrees to deliver the leased property in a condition which complies with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. During the term of the lease, the Lessor agrees to provide maintenance and services described in #10(d) below and to keep and maintain the leased property in a "decent, safe, and sanitary condition." Lessor warrants and represents that the refrigerator, stove, oven and other appliances and equipment to be furnished by the Lessor are in working order and suitable for immediate use by the Lessee.

9. No trucks. No trucks exceeding 3/4 ton or any size trailer may be brought into the project except for the purpose of delivery and pickup service.

10. Maintenance and Services. The Lessor shall provide maintenance and services as follows: (a) The Lessor shall maintain the dwelling unit and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of the Lessee, in compliance with the Housing Quality Standards on the basis of which this lease was approved by HUD; (b) Extermination service will be provided by the Lessor as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: MONTHLY _____; (c) Repainting shall be provided by the Lessor every three (3) years or upon moveout; (d) The Lessor shall provide the following services or appliances: 1. Range; (e) The Lessee is responsible for repairs to damaged property caused by the intentional or negligent actions of the Lessee, his family, or guest, and such intentional or negligent damage, except for ordinary and reasonable wear and tear.

11. Right of Entry. Lesee agrees that the duly authorized agent, employee or representative of the Lessor being ANY ARA REPRESENTATIVE will be permitted to enter the leased property for the purpose of examining the condition of the property or for making improvements or repairs. The entry may be made only during reasonable hours, after advance notice in writing to the Lessee of the date, time and purpose. The Lessor or the Lessor's duly authorized agent or representative shall have the right to enter the leased property without prior notice to the Lessee if the Lessor reasonably believes that an emergency exists or a violation of the law has occurred which requires such entrance, but the Lessor must, within a reasonable time, notify the Lessee in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.

12. Lessor's Damages from Lessee and Payments by the Department of Housing and Urban Development. If the Lessee vacates the leased property in violation of the lease agreement without giving the Lessor the required 30 day written notice, or if the

lease agreement is terminated by an eviction proceeding, the Lessor shall be entitled to: (a) Recover from the Lessee any delinquent rents or other amount owed under the lease arising during the period of time the leased property was occupied by the Lessee, and in addition, the Lessor may recover from the Lessee as liquidated damages an amount equal to the Lessee's share of one month's rent less any rent received by the Lessor from any subsequent Lessee that is allocable to the 30 day period immediatey following the recovery of possession of the leased property by the Lessor; and (b) Collect from the Department of Housing and Urban Development the payments agreed to be made in the event the leased property is vacated, in accordance with Section 2.4, Part II, Subsection (b) of the Housing Assistance Payments Contract between the Lessor and the Austin Redevelopment Authority and subject to the terms, conditions and limitations stated therein. Other than such payments, the Austin Redevelopment Authority shall not be liable for the payment of any portion of the rent payable by the Lessee or for the satisfaction of any claim by the Lessor against the Lessee.

2-85-9893

13. The Lessor shall not discriminate against the Lessee in the provision of services, or in any other manner, on the grounds of race, color, creed, sex, religion or national origin.

14. This lease has been signed by the parties on the condition that the Austin Redevelopment Authority will promptly execute a Housing Assistance Payments Contract with the Lessor. Accordingly, this lease shall not become effective unless the Austin Redevelopment Authority has executed such contract by the first day of occupancy specified in the lease.

15. Failure of the Lessor to insist upon the strict performance of the terms, convenants, provisions and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenants, provisions and conditions, but the same shall continue in full force and effect.

16. Terminations. (a) General. The Lessor may not terminate any tenancy except upon the following grounds: (1) Material noncompliance with the rental agreement; (2) Material failure to carry out obligations under any state landlord and tenant act; or (3) other good cause.

No termination by Lessor under Paragraph (a)(1) or (2) of this section shall be valid to the extent it is based upon a rental agreement or a provision of a state law permitting termination of a tenancy without good cause or based solely on expiration of an initial or subsequent renewal term. No termination shall be valid unless it is in accordance with the provisions of Sections #16 and #17.(b) Notice of Good Cause. (1) The conduct of Lessee cannot be deemed other than good cause under Paragraph #16(a)(3) unless the Lessor has given Lessee prior notice that said conduct shall henceforth constitute a basis for termination of occupancy.

(2) Said notice shall be served on the Lessee in the same manner as that provided for termination notices in Paragraph #17; (c) Material noncompliance. (1) The term "material noncompliance with the rental agreement" shall include (a) one or more substantial violations of the rental agreement, or (b) repeated minor violations of the rental agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project; (2) Nonpayment of rent or any other financial obligation due under the rental agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a material noncompliance with the rental agreement. The payment of rent or any other financial obligation due under the rental agreement after the due date but within the grace period permitted under State law shall constitute a minor violations. 2-85-9894

17. Termination Notices. (a) Requisites of termination notice. (1) The Owner must give the Lessee a written notice of any proposed termination of tenancy with a copy to the Austin Redevelopment Authority, stating that the tenancy is terminated on a specified date and the reasons for the Lessor's actions with enough specificity so as to enable the Lessee that he has an opportunity to respond to the Owner within a specified period as stated in the eviction notice; (2) When a termination notice is issued for other good cause /Section #16(a)(3)7, the notice will be effective, and it will so state, at the end of a term and in accordance with the termination provisions of the lease, but in no case earlier than 30 days after receipt by the Lessee of the notice. Where the termination notice is based on material noncompliance with the lease or material failure to carry out obligations under a State landlord and tenant act pursuant to Section #16(a)(2), the time of service must be in accord with the lease and State law; (b) Appeal by Lessee: (1) The Lessee has ten (10) days within which to respond to the Owner or to the Austin Redevelopment Authority. Since the Owner, under the Housing Assistance Payments Contract, must obtain the Austin Redevelopment Authority's authorization for an eviction, a copy of the notice shall state that the Lessee may within ten (10) days, present objections to the Austin Redevelopment Authority; (2) The Austin Redevelopment Authority shall examine the grounds for eviction and any objections by the Lessee, and notify both parties, in writing, of its determination, within twenty (20) days of the date of notice to the Lessee, whether or not objections are presented; (3) In any judicial action instituted to evict the Lessee, the Owner may not rely on any grounds which are different from the reasons set forth in the notice.

18. Special Terms. Lessee shall abide by the necessary and reasonable rules and regulations formulated by ARA as part of the lease agreement. These special terms and conditions are posted in the project office for the benefit and well being of the Housing Program and to the tenants.

LESSEE OR LESSEES	LESSOR OR LESSOR'S REPRESENTATIVE
X Vicente Silguero Jr	Brenda G. Kane
X Maty M Silguero	
Date 8-5-81	Date: 8-5-81

SECURITY DEPOSIT AGREEMENT — Deposit to be pd by 8-14-81

Amount Received Toward Security Deposit (9): $ 75.00 Date 8-5-81

2-85-9895

This Security Deposit Agreement shall govern refunds of all deposit(s), plus accrued interest, and shall apply to renewals and/or extensions of the Lease Contract. The deposit(s) plus accrued interest will be refunded after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made:

Condition for Refund

1. Notice. At least 30 days written notice of intent to vacate must be given to Lessor's representative prior to the ending date of the lease term, renewal period, or extension period.

2. Rent Paid. At the time of move-out, all rents must be paid in full through the thirty (30) day notice period prior to such move-out. Lessee agrees that his portion of the full monthly rent will be paid on or before the due day of each month including the last month of occupancy.

3. Holding Over. Lessee may stay beyond the ending date of the lease term on a month-to-month basis subject to the WRITTEN approval of ARA.

4. Forwarding Address. A written copy of the Lessee's forwarding address or addresses must be left with Lessor's representative.

5. Cleaning Requirements. The premises, including furniture and kitchen appliances must be cleaned thoroughly. Move-out cleaning instruction (if provided) shall be followed.

Deductions from Total Security Deposit(s)

6. Failure to Clean. If Lessee fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted from the Lessee's Security Deposit but in no event shall such charges be deducted for cleaning other than for reasonable wear and tear.

7. Other Deductions. After inspections by Lessor's representative, appropriate charges will be deducted for any unpaid sums due under the Lease Contract, including damages or repairs to the premises or its contents (beyond reasonable wear and tear). An itemized list of all deductions will be supplied to the Lessee.

Procedures

8. Inspection with the ARA representative: When the Lessee moves out, the ARA representative will inspect the leased premises prior to the date vacating during normal business hours, using the Dwelling Unit Inspection Report.

PARTITION, PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS PARTITION, PARTIAL ASSIGNMENT AGREEMENT AND ASSUMPTION OF LEASE AGREEMENT (this "***Assignment***") is made and entered into as of the _____ day of _____, 2016 (the "***Effective Date***"), by and between The Austin Symphony Orchestra Society, Texas non-profit corporation (the "***Assignor***") and Waller Creek Conservancy, a Texas non-profit corporation (the "***Assignee***"). Together, Assignor and Assignee are referred to as the "***Parties***".

RECITALS

A. Assignor is the lessee under that certain lease agreement dated as of November 19, 1974, by and between the Urban Renewal Agency of the City of Austin, a municipal corporation ("***Lessor***"), and Assignor (the "***Original Lease***"), and amended by that certain instrument dated March 25, 1977, by and between Lessor and Assignor (the "***Amendment***" and together with the Original Lease, the "***Lease***"); a copy of the Lease being attached hereto as **Exhibit A.**

B. Assignor and Assignee desire to effect a legal partition of the Lease in accordance with the terms hereof.

C. Assignor desires to assign to Assignee, *pro tanto*, all of its right, title and interest in the Lease and the leasehold estate, but only insofar as the Lease pertains to the real property described in **Exhibit B** attached hereto (the "***Assigned Property***").

D. Assignor has notified Lessor of its intention to partition and partially assign the Lease with respect to the Assigned Property to Assignee, and Assignee desires to accept such partition and assignment and assume the Lease obligations pertaining to the Assigned Property, upon the terms and conditions contained herein and Lessor has consented to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Partition and Assignment**. Assignor hereby declares its intent to bifurcate and effect a partition of and does hereby bifurcate and effect a partition of the Lease and the leasehold estate, and all rights and interests created by the Lease into two separate leases and leasehold estates in severalty and not in undivided interests, one such lease and leasehold estate consisting of the Assigned Property and the other such lease and leasehold estate consisting of the Lease Property not including the Assigned Property as described on **Exhibit C** (hereinafter, the "***Retained Property***"). Each such separate lease and partitioned estate shall remain on and be subject to the terms and conditions of the Lease (except for any requirements that have been fulfilled by Assignor as the tenant thereunder prior to the Effective Date), provided, however, that all rights and obligations under each such separate lease and partitioned estate shall be independent of each other such that (a) no default occurring with respect to a separate lease and partitioned estate shall be a default with respect to the other, (b) all rights and remedies with respect to a default under a separate lease and partitioned estate shall be exercised independently

of the other, and (c) each separate lease and partitioned estate may be terminated without affecting the other. Assignor hereby assigns all of its right, title and interest in and to the bifurcated and partitioned lease created hereby pertaining to the leasehold estate covering the Assigned Property and the balance of the term thereby created, to Assignee, its successors, and assigns. The Parties agree that this Agreement creates a separate leasehold in favor of Assignee on all of the terms and conditions of the Lease, with the same effect as if Lessor had entered into two leases with respect to the Lease Property, one in favor of Assignee demising only the Assigned Property, and the other in favor of Assignor demising only the Retained Property, with such two leases being otherwise identical in form. Assignor and Assignee agree to work together cooperatively and in good faith to secure Lessor's approval of this Agreement and cause to be recorded appropriate memoranda of lease.

2. **Assumption of and Continuing Obligations**. Assignee hereby assumes and agrees that Assignee will faithfully perform, discharge and fulfill all of the obligations and undertakings of Assignor under the Lease (but only with respect to the Assigned Property) accruing on and after the Effective Date of this Agreement. Assignor agrees to continue to faithfully perform, discharge and fulfill all of the obligations and undertakings of Assignor under the Lease (but only as the same pertains to the Retained Property). Lease payments under the Lease will be divided equally between Assignor and Assignee with each receiving credit for improvements made on its property as provided in the Lease.

3. **Release and Indemnity**. Assignor and Assignee agree that this Agreement shall release Assignor from its obligations, and covenants and agreements under the Lease to the extent accruing on and after the date of this Agreement (but only to the extent they relate to the Assigned Property), and Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all loss, cost, expense, claim, liability and/or damage arising out of or relating to any and all such obligations, covenants and agreements to the extent accruing on and after the Effective Date of this Agreement (but only to the extent they relate to the Assigned Property). In no event shall any breach by Assignor under the terms of the Lease (or any termination of the leasehold estate remaining vested in Assignor with respect to the Retained Property) have any effect on the leasehold estate of Assignee created by this Agreement with respect to the Assigned Property. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all loss, cost, expense, claim, liability and/or damage arising out of or relating to any and all Assignor's obligations, covenants and agreements under the Lease to the extent accruing prior to the Effective Date.

4. **Ratification**. Assignor and Assignee hereby ratify, reaffirm and adopt and agree that the Lease shall be in full force and effect as to Assignee (as to the Assigned Property) and Assignor (as to the Retained Property).

5. **Representations**. Assignor represents, that there are no uncured defaults by Assignor or, to the best of Assignor's knowledge, by Lessor under the Lease, nor a state of facts which, with the passage of time or the giving of notice or both, would constitute a default by Lessor or Assignor under the Lease. Assignor represents that it has no claims against Lessor under the Lease with respect to the Lease or the Lease Property and has no offset or claim against rent or any other amount payable under the Lease.

6. **Further Assurances**. The Parties shall execute such further documents, and perform such further acts, as may be necessary to partition and assign the Lease to Assignee as to the Assigned Property and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby.

7. **Successors and Assigns**. This Agreement and its provisions shall be binding upon Assignor's successors, legal representatives, and assignees, and shall inure to the benefit of Assignee's successors, legal representatives, and assigns.

8. **Amendments**. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Parties.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law rules of such state.

10. **Multiple Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other party, it being understood that the Parties need not sign the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of their respective acknowledgements below, effective, however, as of the Effective Date.

ASSIGNOR:	**ASSIGNEE:**
THE AUSTIN SYMPHONY ORCHESTRA SOCIETY	**WALLER CREEK CONSERVANCY**
By: _____	By: _____
Name: _____	Peter Mullan
Title: _____	Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____, as _____, of Austin Symphony Orchestra, a Texas non-profit corporation, on behalf of such corporation.

_____
Notary Public

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____, as _____, of Waller Creek Conservancy, a Texas non-profit corporation, on behalf of such corporation.

_____
Notary Public

EXHIBIT A
Lease

EXHIBIT B
Legal Description of the Assigned Property

EXHIBIT C
Legal Description of the Retained Property