



MEMORANDUM

TO: Greg Guernsey, Director, Planning & Zoning Department

FROM: Veronica Briseño, Director, Small & Minority Business Resources Department

DATE: July 9, 2018

SUBJECT: Downtown Great Streets Development Reimbursement Program
MBE/WBE Final Participation for Hyatt House Hotel Project

This memorandum updates the March 2018 memo. The Small & Minority Business Resources Department (SMBR) has reviewed the MBE/WBE documentation submitted by Journeyman Construction, LP (Journeyman), General Contractor for the Hyatt House Hotel project. Based on SMBR's review, Journeyman has met the MBE/WBE requirements as outlined in Section 1.04 (d) of the Third Party Agreement with the City of Austin (COA).

Journeyman's Participation and Good Faith Efforts:

MBE/WBE Category	Construction Goals	Actual Participation	Good Faith Efforts
MBE	12.9%	26.45%	NA
WBE	12.6%	0.00%	Met

In summary, Journeyman exceeded the MBE goal set for the project. Due to limited scopes of work and availability of interested subcontractors, Journeyman was unable to reach the WBE goal. However, Journeyman did demonstrate a good faith effort to do so. As a result, Journeyman did comply with the MBE/WBE Procurement Ordinance as required in the Third Party Agreement effective October 11, 2011.

cc: Greg Guernsey, Director, Planning & Zoning Department
Edward Campos, Assistant Director, Small & Minority Business Resources Department
Tamela Saldana, Compliance Officer, Small & Minority Business Resources Department
Humberto Rey, Program Manager, Planning & Zoning Department
File

COMMUNITY FACILITIES CONTRACT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Community Facilities Contract (the "Contract") is made and entered into between the CITY OF AUSTIN, TEXAS, a home rule municipal corporation (the "City"), and NECHES HH EXTENDED STAY, LLC. ("Limited Liability Company"), a corporation incorporated in the State of TEXAS.

WHEREAS, Corporation is constructing a hotel and ancillary improvements at (901 Neches Street), Austin Texas 78701 (the "Hyatt House" project); and

WHEREAS, the City has adopted the Great Streets Development Program to encourage the construction of high quality sidewalk projects in the downtown area, and this Community Facilities Contract is entered into pursuant to the criteria, elements and standards of that Program; and

WHEREAS, the City and Corporation desire specifically to construct sidewalks, install street trees and street furniture, and relocate underground utilities as needed generally along Neches Street and Ninth Street adjacent to the Hyatt House Hotel project (the "Sidewalk Project") to enhance the public right-of-way in the area; and

WHEREAS, Corporation is willing to design, manage and construct the Sidewalk Project in order to provide the Sidewalk Project for the convenience and safety of the citizens of the City, subject to and conditioned upon the participation by the City in the costs of constructing the Sidewalk Project as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City has determined that it will derive a benefit from cost participation in the construction of the proposed Sidewalk Project consistent with the City's Great Streets Development Program recommendations, and in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter expressed and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION I

CORPORATION'S RESPONSIBILITIES AND AGREEMENTS

Section 1.1 Corporation has provided the City with a plan of the proposed Sidewalk Project, attached hereto as Exhibit "B", and a fully executed City License Agreement, attached hereto as Exhibit "C", on or before the date of execution of this Contract. By execution of this

Contract, the City hereby acknowledges receipt of the foregoing plans for the Sidewalk Project and hereby accepts and approves the plans for cost-sharing purposes under the terms of this Contract and in accordance with the City's Land Development Code and applicable ordinances, laws, and statutes, as amended unless otherwise modified by this Community Facilities Contract.

Section 1.2 Corporation agrees to perform the following in connection with the Sidewalk Project:

(a) To maintain commercial liability insurance in an amount not less than \$1,000,000.00 (combined single limit) during the construction of the Sidewalk Project. The insurance shall be written by a company or companies licensed to do business in the State of Texas, at the time the policy is issued, and with AM Best Ratings of B+VII or better. The insurance shall specifically provide that the City is an additional insured under Endorsement CG2010.

(b) To include warranties, insurance and payment and performance bonding requirements in all contracts with contractors for the construction of the Sidewalk Project. Corporation must execute a performance bond for the construction of the improvements contemplated by the Sidewalk Project to ensure completion of the Sidewalk Project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code. Corporation shall also require any contractors to obtain, prior to the commencement of construction of the Sidewalk Project, and maintain throughout construction, Commercial General Liability Insurance, Automobile Insurance, and Worker's Compensation Insurance, with coverage as stipulated in the applicable construction contracts with the contractors. All payment and performance bonds issued for the Sidewalk Project to be reimbursed by the City must contain a dual obligee rider naming the City as a co-obligee.

(c) To pay all applicable inspection and permitting fees in connection with the construction and installation of the Sidewalk Project unless previously waived by the City.

(d) To provide complete design, engineering, construction and project management services for the Sidewalk Project as described in Exhibit "B" in accordance with the City's Land Development Code and applicable ordinances, laws, and statutes, as amended, unless otherwise modified by this Community Facilities Contract.

(e) To confirm the location of all underground utilities that may be in conflict with the construction of the Sidewalk Project, including but not limited to street lighting and traffic signal pole foundations and street trees, prior to commencement of construction and to coordinate with underground and overhead utilities for design and relocation, as needed, of utilities in connection with the Sidewalk Project and to comply with the terms and conditions of the City License Agreement for installations in the public right-of-way, attached hereto as Exhibit "C".

(f) To obtain all required permits, consents, easements, inspections, tests, and authorizations necessary for construction of the Sidewalk Project.

(g) To provide the City with a copy of the construction contract (the "Construction Contract") between Corporation and the contractor chosen by Corporation to construct the Sidewalk Project (the "Contractor") and any additional documents pertaining to the Construction Contract (the Construction Contract and the additional documents pertaining to the Construction Contract, including Exhibit "B" attached hereto, are hereinafter collectively referred to as the "Construction Documents") on or about the commencement date of construction, and thereafter provide the City with copies of any documents amending or replacing any of the Construction Documents.

(h) Within eighteen (18) months after the Effective Date of this Contract, to complete, or cause the completion of, the construction of the Sidewalk Project, as illustrated in Exhibit "B", in a good and workmanlike manner, in substantial conformance with the engineering and construction plans for the Sidewalk Project. The date for completion may be extended only with the written approval of the City for good cause shown that is beyond the reasonable control of Corporation. The City agrees not to unreasonably withhold, condition or delay its consent, upon a showing of good cause. No changes may be made in the permitted plans and specifications, unless the Director of the Planning & Development Review Department (PDR) gives prior written approval to such changes. The City shall have the right to inspect the construction of the Sidewalk Project during construction and after its completion, in accordance with the terms and provisions of this Contract. The City agrees to accept the construction of the sidewalk for maintenance, excluding those items maintained by Corporation, pursuant to the City License Agreement attached hereto as Exhibit "C", if the Sidewalk Project meets the requirements set forth in the approved plans and specifications, as described in this contract.

(i) To comply with the terms of any temporary use of right-of-way permit that may be necessary for the Sidewalk Project.

(j) To provide for design and approval of any changes to the Construction Documents by the City, such approval not to be unreasonably withheld, conditioned or delayed and to contact the City's Planning & Development Review Department, Urban Design Division, within 24 hours of any known construction conflict with the Sidewalk Project that may cause the location of any sidewalk element to shift location by more than 3 inches. Corporation agrees to produce, coordinate and evaluate design alternatives for said conflicts at Corporation's sole expense and must receive PDR/UDD staff approval for any variances from the Sidewalk Project prior to construction of affected sidewalk element.

(k) Upon receipt of notification by the Contractor that the work has been completed pursuant to the Construction Documents, the members of the Corporation's Engineering Consultant staff (collectively, the "Engineer") shall conduct an inspection of the Sidewalk Project. As a result of this inspection, Corporation shall prepare or cause to be prepared a list of the items needing correction and direct the Contractor to complete those correction items. After the Contractor has performed the required corrections to Corporation's satisfaction, Corporation shall notify the City, including the Planning & Development Review Department, Urban Design Division, in writing that the Sidewalk Project has been substantially completed according to the Construction Documents and is ready for final inspection by the City and the Engineer. The Engineer shall accompany the

City on the final inspection to assure that the Sidewalk Project has been completed in substantial compliance with the Construction Documents. The Engineer shall review and tabulate all warranties, guarantees, bonds and similar required materials and documents under the Construction Documents to make sure that all such materials and documents are received by Corporation and that they substantially meet the requirements of this Contract and the Construction Documents; after which Corporation shall assign, and transmit copies or originals as appropriate of such warranties, guarantees and bonds to the City or its designated representative(s). After determining that all requirements of this Contract and the Construction Documents have been substantially met, the Engineer shall so certify to Corporation and the City and shall recommend approval of the Contractor's final application for payment by the City. The term "substantial completion", as used in this Contract, shall mean that the Sidewalk Project has been completed in compliance with this Contract, and to the point of being usable for the purposes intended, as determined by the City.

(l) After substantial completion of the Sidewalk Project, and as a condition of final acceptance by the City, Corporation shall complete all changes, repairs or alterations reasonably required by the City to comply with the Construction Documents, the requirements of this Contract, and any applicable laws, within 60 days after notification by the City of deficiencies, or within such other time period as the City and Corporation may agree upon in writing. The City may not declare a default under this Contract during the cure period stipulated in Section 3.2 as a result of any such defect, unless it is clear that Corporation does not intend to cure the defect within 60 days of notification.

(m) As a condition precedent to final acceptance of construction of the Sidewalk Project by the City, to provide the City with one set of reproducible final, record, "as built" plans for the Sidewalk Project, at Corporation's sole cost and expense.

(n) As a condition precedent to final acceptance of construction of the Sidewalk Project by the City, Corporation will assign to the City the Contractor's warranty covering the construction for a period of one year after the date of acceptance. The warranty shall be in a form reasonably acceptable to the City. In addition to any other rights the City has pursuant to the warranty, the City may require reconstruction of any portion of the project under warranty if construction is not in accordance with the design specifications of the Construction Documents.

(o) After executed City License Agreement, final Certificate of Occupancy and final acceptance of the Sidewalk Project by the City, provide verification of the cost of the Sidewalk Project to the Planning & Development Review Department (PDR), Urban Design Division, in the form of a summary invoice of the costs of the Sidewalk Project prepared by Corporation, a copy of the General Contractor's Payment Application and related subcontractor invoices.

(p) To provide digital photo-documentation before, during and after completion of the Sidewalk Project. This documentation shall convey overall context of sidewalk, including building, sidewalk and street from the viewpoint of a pedestrian, along each street frontage, and detailed installation of pole foundations, tree plantings and sidewalk pavers, and shall be rendered in "JPEG" format to PDR/UDD.

(q) To pay all costs of Sidewalk Project not required to be reimbursed to Corporation by the City in this Contract in order to complete the Sidewalk Project in accordance with Exhibit "B".

(r) To evaluate and make a good faith effort for construction of the sidewalk improvements in accordance with the City's Minority and Women-owned Business Enterprises (MBE/WBE) Ordinance and to utilize minority and women-owned business enterprises (MBE/WBE), as certified by the City, with the aggregate construction goals of 12.9% MBE and 12.6% WBE in dollar value of the contracts for work related to the Sidewalk Project.

SECTION II

THE CITY'S RESPONSIBILITIES AND AGREEMENTS

(a) The City agrees to the following in connection with the proposed Sidewalk Project:

(b) The City will review all construction plans required to be submitted to the City under this Contract for compliance with the requirements of this Contract and applicable City procedures and design and construction standards, and will not unreasonably withhold, condition or delay its approval to any plans or amendments thereto.

(c) The City will inspect the Sidewalk Project during construction, and, if completed in accordance with the terms of this Contract, accept the Sidewalk Project and assume responsibility for maintenance of those items not maintained by Corporation, pursuant to the City License Agreement attached as Exhibit C, at the City's sole cost and expense. The City's inspections and certifications will be conducted in accordance with this Contract and standard City policies, procedures and requirements.

(d) The City will provide timely notice (and an opportunity to cure), pursuant to the terms of this Contract, to Corporation whenever an inspection reveals that an improvement or any portion of the Sidewalk Project is not constructed or completed in accordance with the Construction Documents, this Contract and any applicable laws, or is otherwise defective. In lieu of requiring reconstruction or correction of any default by Corporation in the construction and installation of any component of the Project, the City and Corporation may agree to reduce the amount of reimbursement due to Corporation in an amount sufficient to account for the failure of Corporation to construct or install the Project in accordance with the requirements of this Community Facilities Contract.

(e) The City will provide a written final acceptance of the construction of the Sidewalk Project and issue a Certificate of Completion or other document officially approving the construction of the Sidewalk Project, in accordance with the Great Streets Development Program, within 30 days after a determination by the City that all construction deficiencies noted for the Sidewalk Project during the final on-site inspection have been corrected, and that all requirements set forth in this Contract for acceptance of construction have been met.

(f) After final acceptance of the Sidewalk Project by the City, as set out in this contract, and the submittal of invoices and other documents by Corporation to City, as set out in Section 1.2(o) above, the City will verify the cost of the Sidewalk Project based on the information provided to the PDR/UDD by Corporation under Section 1.2(o) above, within fourteen (14) working days after Corporation's submittal of invoices and other documents to the City under Section 1.2(o). Upon verification of the cost of the Sidewalk Project, the City will pay an amount not to exceed \$13,130 to Corporation within 30 days of the City's verification of the cost of the Sidewalk Project. Such payments are subject to the appropriation and availability of funds in the City's Great Streets Parking Meter Revenue Fund.

SECTION III

INSPECTION AND CERTIFICATION

Section 3.1 Inspection and Certification. The City will inspect the Sidewalk Project as set forth in this contract and certifications will be conducted in accordance with standard City policies and requirements.

Section 3.2 Notice of Defect. The City will provide timely notice to Corporation whenever an inspection reveals that any portion of the Sidewalk Project is not constructed or completed in accordance with the Construction Documents, this Contract and any applicable law, as described above. Corporation will have sixty (60) days from such notice to cure or substantially cure the defect. The City may not declare a default under this Contract during the 60-day cure period as a result of any such defect unless it is clear that Corporation does not intend to cure the defect within 60 days of notification. Notwithstanding the previous sentences in this Section 3.2, if, in the reasonable opinion of the City, the defect creates an immediate and substantial harm to public health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than ten (10) business days, and the City may declare a default under this Contract, if the defect is not cured during the ten (10) business day cure period. Further, if the defect does not create an immediate and substantial harm to the public health or safety, then in accordance with this paragraph and this contract, the City and Corporation may agree to resolve the defect with a reduction in the amount of reimbursement due to Corporation.

SECTION IV

GENERAL REQUIREMENTS

Section 4.1 All construction required in connection with this Contract shall be performed in a good and workmanlike manner and in accordance with all applicable federal, state and local laws and regulations. Corporation agrees that any contract which it enters into for the construction of the Sidewalk Project shall be consistent with and reflective of the terms and provisions of this Contract.

Section 4.2 **Corporation shall indemnify and defend the City, to the extent allowed by law, with counsel reasonably acceptable to the City, against, and hold harmless from all costs, including attorney's fees, loss and liability arising out of, or in any way connected with,**

the construction or other activities in and around the Sidewalk Project which occur prior to the final acceptance of the Sidewalk Project by the City, except to the extent such costs, loss or liability are caused by the negligence or willful misconduct of the City or its agents, employees, representatives or contractors.

Section 4.3 The terms and provisions of this Contract shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

Section 4.4 Upon the failure of either party to comply with the provisions hereof, the other party shall have the right to enforce the terms and provisions of this Contract by specific performance, or by such other legal or equitable relief to which the non-defaulting party may be entitled. Any provision in this Contract to the contrary notwithstanding, it is agreed that the City shall not be obligated to make any payment under this Contract if Corporation is in default under one or more of its obligations under this Contract at the time the obligation to make the payment arises. Any remedy or relief described in this Contract shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity. The parties hereto agree to mediate any dispute which may arise under the terms of this Contract in good faith, prior to filing suit for damages.

Section 4.5 Addresses for notice for the parties hereto shall be as set forth below. Either party may change its address for notice by providing the other party with written notice of the change sent postage prepaid by certified or registered mail, with return receipt requested. The person designated below for each party shall also be the designated contact person to assist in matters related to this Contract.

Corporation: Neches HH Extended Stay, LLC
 Attn: Sam Kumar
 7701 N Lamar Ste. 100
 Austin, Texas 78752
 Telephone: 512-247-7000
 Telecopy: 512-385-6699

City: City of Austin
 P.O. Box 1088
 Austin, TX 78767
 Attn: Director, Planning & Development Review Department.
 Telephone: (512) 974-2387
 Telecopy: (512) 499-2269

Any notice required or permitted to be given under this Contract will be deemed received three days after it is posted in the U.S. mail, when correctly addressed to the recipient at its address for notice, and sent registered or certified mail, return receipt requested. Notice sent by any other method will be deemed received when and if actually received; except that notice sent by facsimile or telecopy will be deemed received upon the sender's receipt of electronic confirmation of delivery to the facsimile or telecopy number indicated above.

Section 4.6 This Contract constitutes the entire agreement of the parties hereto as to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral. This Contract may not be amended, except in writing and signed by the parties hereto.

Section 4.7 Venue for any dispute arising in connection with this Contract lies in Travis County, Texas.

Section 4.8 This Contract is executed in multiple originals and all counterparts, when taken together, shall constitute one and the same instrument.

EXECUTED to be effective as of the _____ day of _____, 2____.

Corporation:

By: Neches HH Extended Stay, LLC

7701 N Lamar Ste. 100
Austin, Texas 78752

By: Neches HH Extended Stay, LLC

a Texas Corporation

By: 

Printed Name: Sam Kumar on behalf of Corporation

Title: Manager

THE CITY OF AUSTIN

By: 

Printed Name: Greg Guernsey

Title: Director, Planning & Development Review Department

APPROVED AS TO FORM:



~~David V. Sorola~~, Assistant City Attorney

Lee Simmons

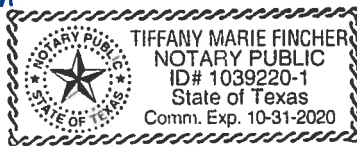
ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 31st day of April, 2018
by Sam Kumar, the (title) of Manager of Corporation, Inc., a Neches HH Extended Stay, LLC
limited liability Corporation, on behalf of said Company

(SEAL)



Tiffany Marie Fincher
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2____
by Greg Guernsey, Director, Planning & Development Review Department of the City of Austin,
a Texas home rule municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas

LIST OF EXHIBITS:

- | | |
|-----------|---|
| Exhibit A | Total Estimated and Eligible Reimbursable Costs of Sidewalk Project |
| Exhibit B | Sidewalk Project Plans |
| Exhibit C | Executed City License Agreement |

EXHIBIT A

Total Estimated and Eligible Reimbursable Costs of Sidewalk Project

Great Streets Development Program
Great Streets Reimbursement Calculation Worksheet
For Community Facilities Contract

Great Streets Element	Quantity Provided	City Standard	Cost (includes labor & materials)	Reimbursement Rate	Total
Standard CBD Sidewalk	4,551 SF (square foot area measured from property line to face-of-curb)	Width of concrete sidewalk varies, 6" concrete curb/18" gutter	\$22,500	30 %	\$6,750
Paving for Sidewalk Beyond Minimum Required Width	(square foot area measured from property line to face-of-curb minus Standard CBD Sidewalk Requirement)		\$58,500	100 %	\$58,500
Street Trees (including tree grates and irrigation)	6 EA.	None Required	\$23,111	30 %	\$6,933
Planting Drainage	N/A	None Required	N/A	30 %	N/A
Other Landscaping	Irrigation	None Required	\$3,637	30 %	\$1,091
Benches	4 EA.	None Required	\$9,098	30 %	\$2,729
Bike Racks	2 EA.	None Required	\$125	30 %	\$38
Waste Bins	1 EA.	None Required	\$800	30 %	\$240
Street Lighting / Traffic Signal Poles & Tree Lighting (including foundations, conduit, pull boxes)	4 EA.	3 Street Lighting poles per block; staggered / Traffic Signal Poles as warrants are met	\$10,000	100 %	\$10,000
Relocation / Oversizing of Utilities (Water Lines, Drainage Inlets, Storm Lines, etc.)	N/A	Standards set by W/WW, PW, WPDR	N/A	100 %	N/A
Other Elements					
Sub-total					\$80,401
Reimbursement CAP Established for this project:					\$73,230
TOTAL (not to exceed CAP)					\$73,230

EXHIBIT B Sidewalk Project Plans

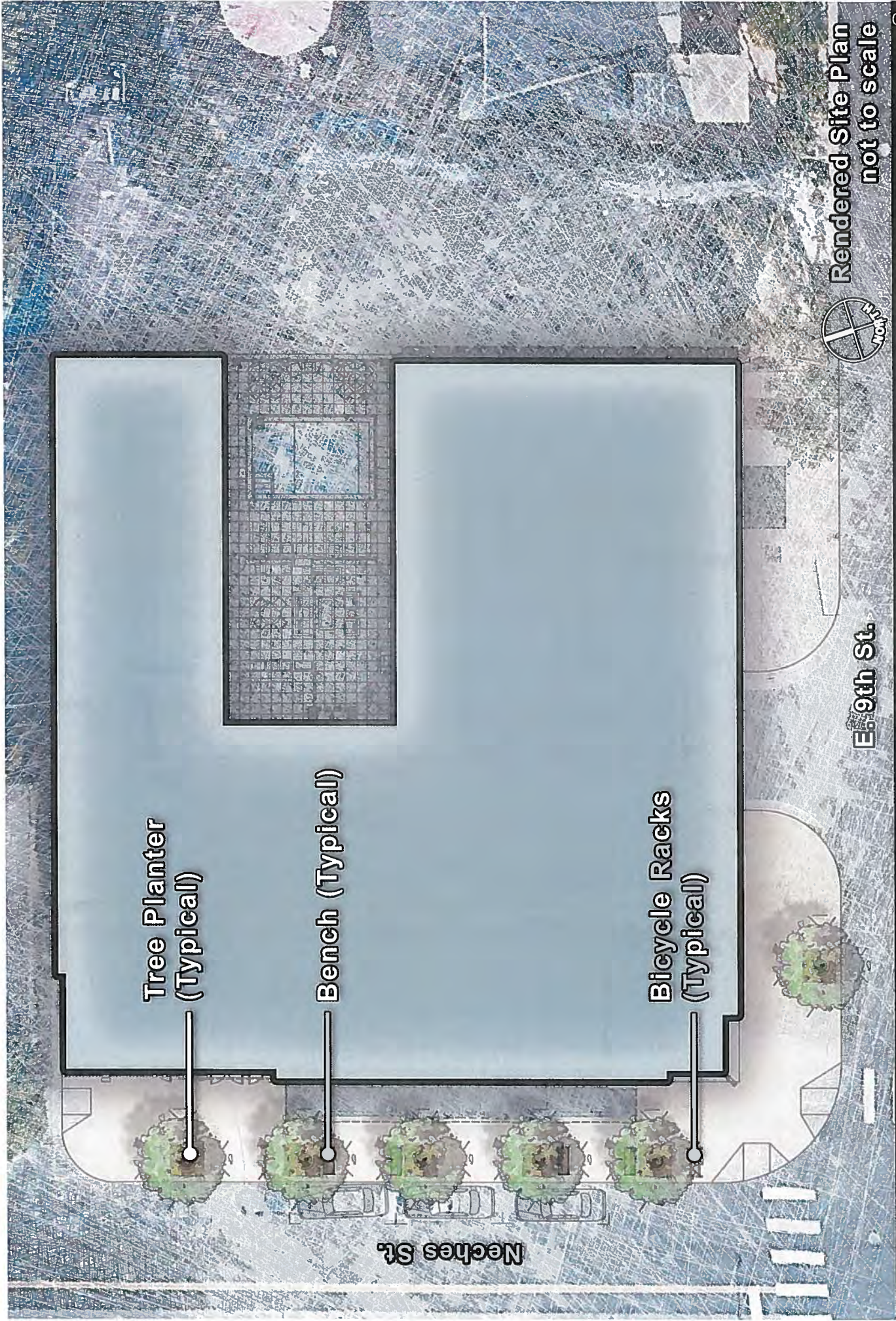


LK Architecture
October 03, 2017



HYATT house
Austin, TX

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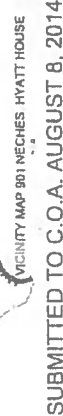


2018.05.10

Hyatt House
Austin, TX

LK Architecture

RECEIVED
JUN 18 2011

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MAPSCO PAGE 585
 GRID: J22
 PRESSURE ZONE: CENTRAL
 BUILDING TYPE: TYPE - IB
 BUILDING SIZE: 132,427 SF
 67,130 SF - HOTEL
 19,570 SF - GARAGE
 19,570 STORY: 15F
 SPRINKLERS: YES
 FIRE FLOW DEMAND: 1,500 GPM
 WITH SPRINKLERS
 AVAILABLE FIRE FLOW
 DEMAND: 1600 GPM
 DOMESTIC DEMAND: 250 GPM
 CFA PDA 14.14
 WATER PICTURE UNITS: 1444 WUPU 250 GPM
 SANITARY: (600 DPU)
 IRRIGATION DEMAND: 15 to 30 GPM

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CONSTRUCTION INDEX OF SHEETS

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PROJECT SCOPE
THIS PROJECT IS TO CONSTRUCT A 18 STORY HOTEL
WITH 182 ROOMS, APPROPRIATE PARKING, UTILITIES

APPROVED BY <i>Ray Bell</i>	DATE 7/05/2005
APPROVED BY <i>John W. McCulloch</i>	DATE 7/15/2005
CITY OF ALBANY PLANNING & DEVELOPMENT REVIEW	

DATE	APPROVED BY	CITY OF ALBANY PLANNING & DEVELOPMENT REVIEW
SEIT OF ALBANY, THE DEPARTMENT		

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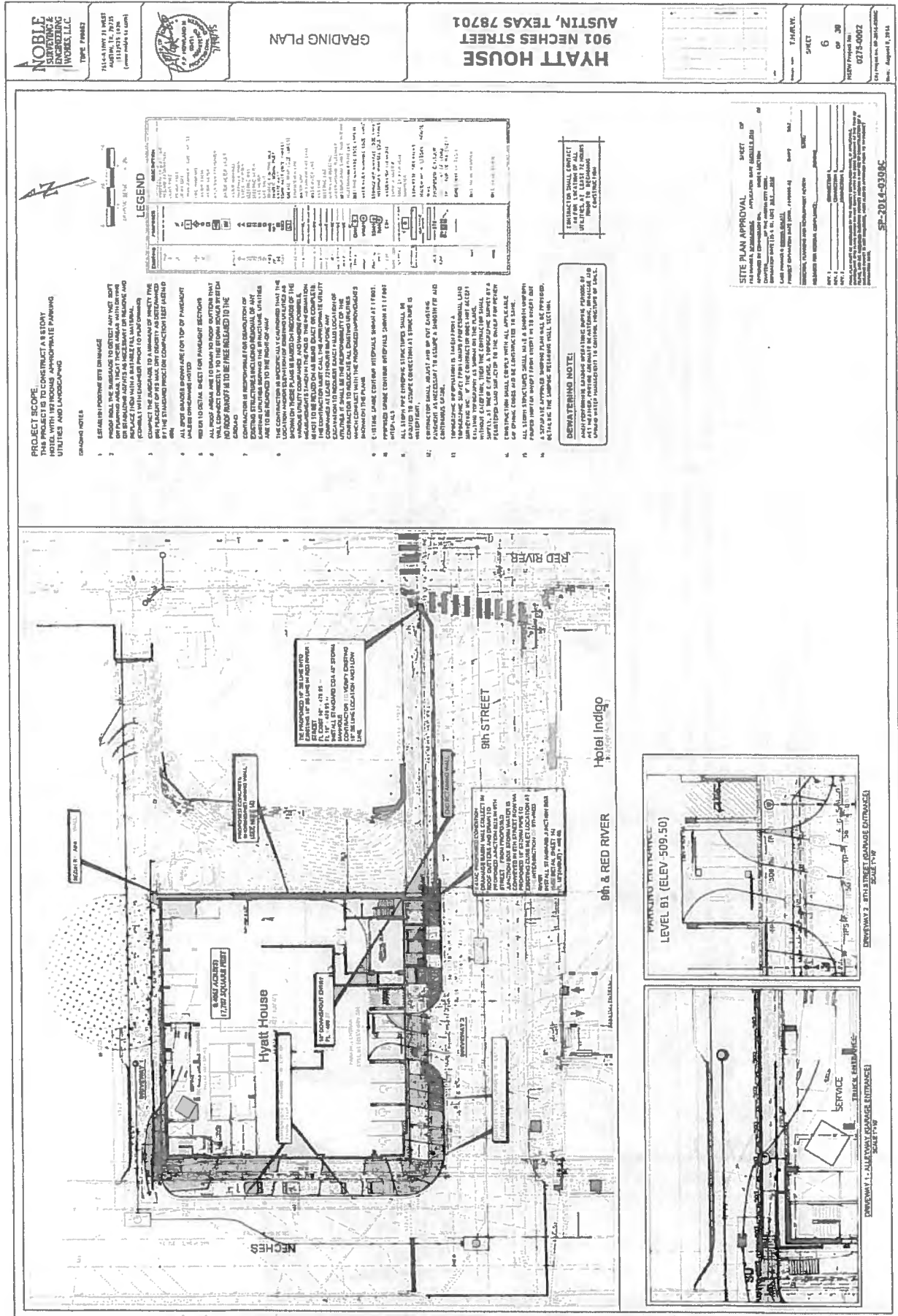
SP-2014-0368C

COVER SHEET

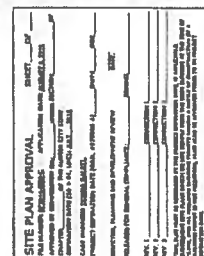
HYATT HOUSE
901 NECHES STREET
AUSTIN, TEXAS 78701

**NOBLE
SURVEYING &
ENGINEERING
WORKS, LLC.**

[illegible]



A SOUTH ELEVATION - NINTH STREET



General Notes:
1. Compliance with Building Design Standards, Article 3 of Subchapter E, is required, and is to be reviewed for compliance during building code review.

A NORTH ELEVATION

SP-2014-0307C

SITE PLAN APPROVAL

PROJECT NAME: _____

LOCATION: _____

DATE: _____

BY: _____

FOR: _____

REMARKS: _____

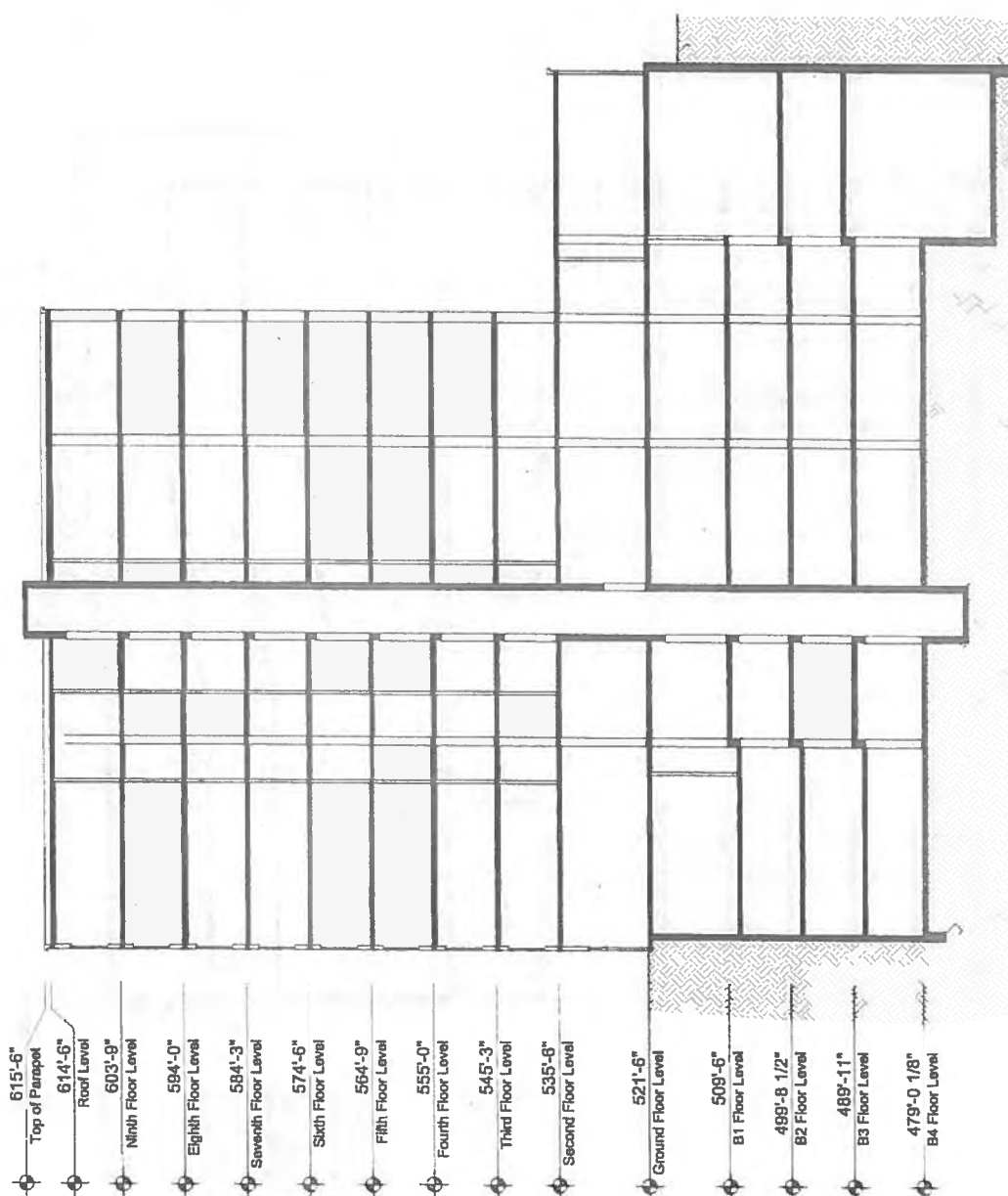
APPROVED BY: _____

DATE: _____

SCALE: _____

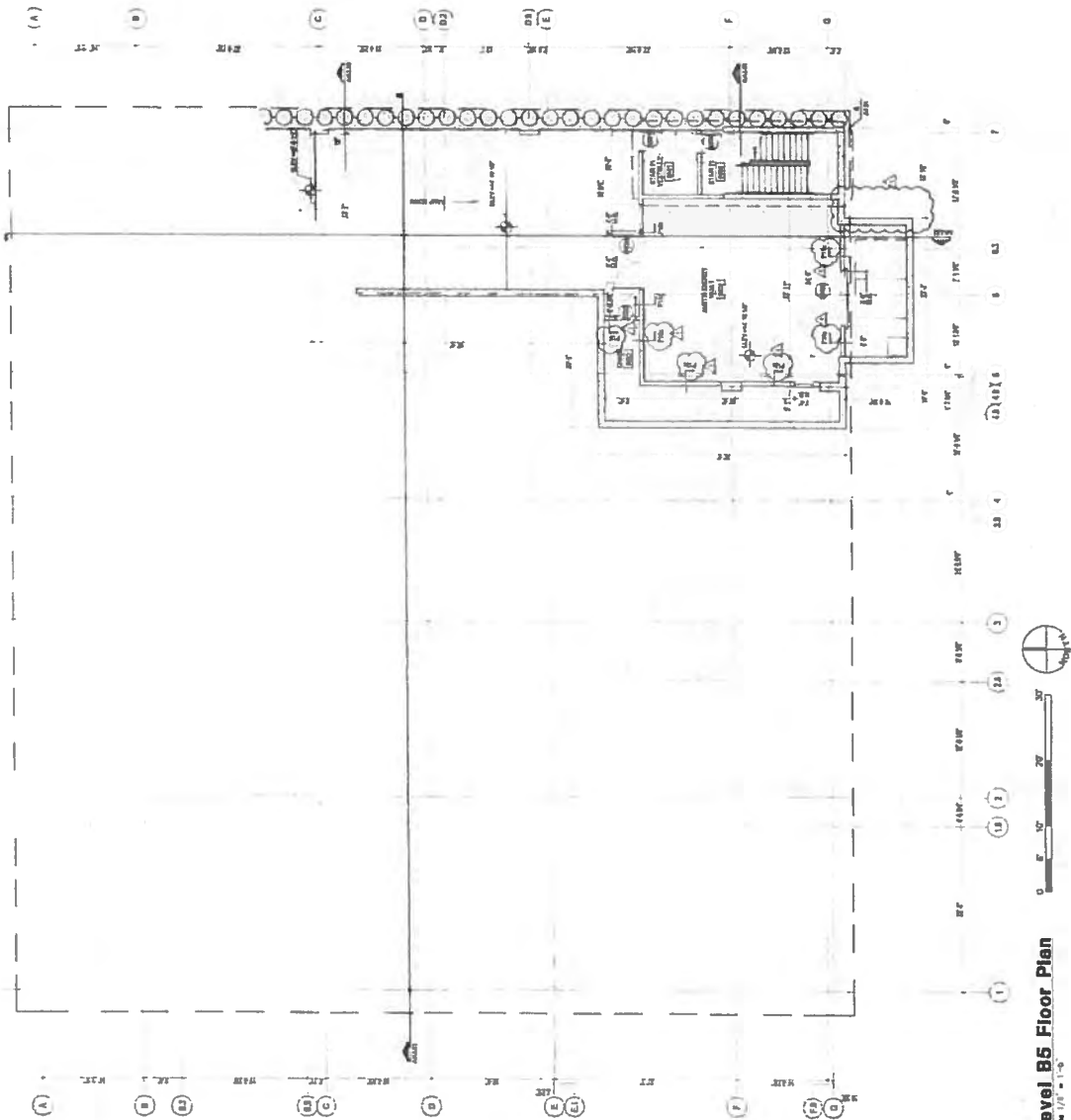
NOTES: _____

SP-2014-0300C



A EAST - WEST SECTION

A Level B5 Floor Plan



SITE PLAN APPROVAL

PROJECT: _____ SHEET: _____ OF _____

DATE: _____

DESIGNED BY: _____

CHECKED BY: _____

APPROVED BY: _____

SCALE: _____

NOTES:

1. THIS SITE PLAN IS SUBMITTED FOR APPROVAL BY THE CITY OF AUSTIN, TEXAS.

2. THE CITY ENGINEER HAS REVIEWED THIS SITE PLAN AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS.

3. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE SITE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

4. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

5. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

SP-2014-0306C



Architecture
July 15, 2015



Hyatt House
901 NECHES STREET
AUSTIN, TEXAS 78701

30
of 39

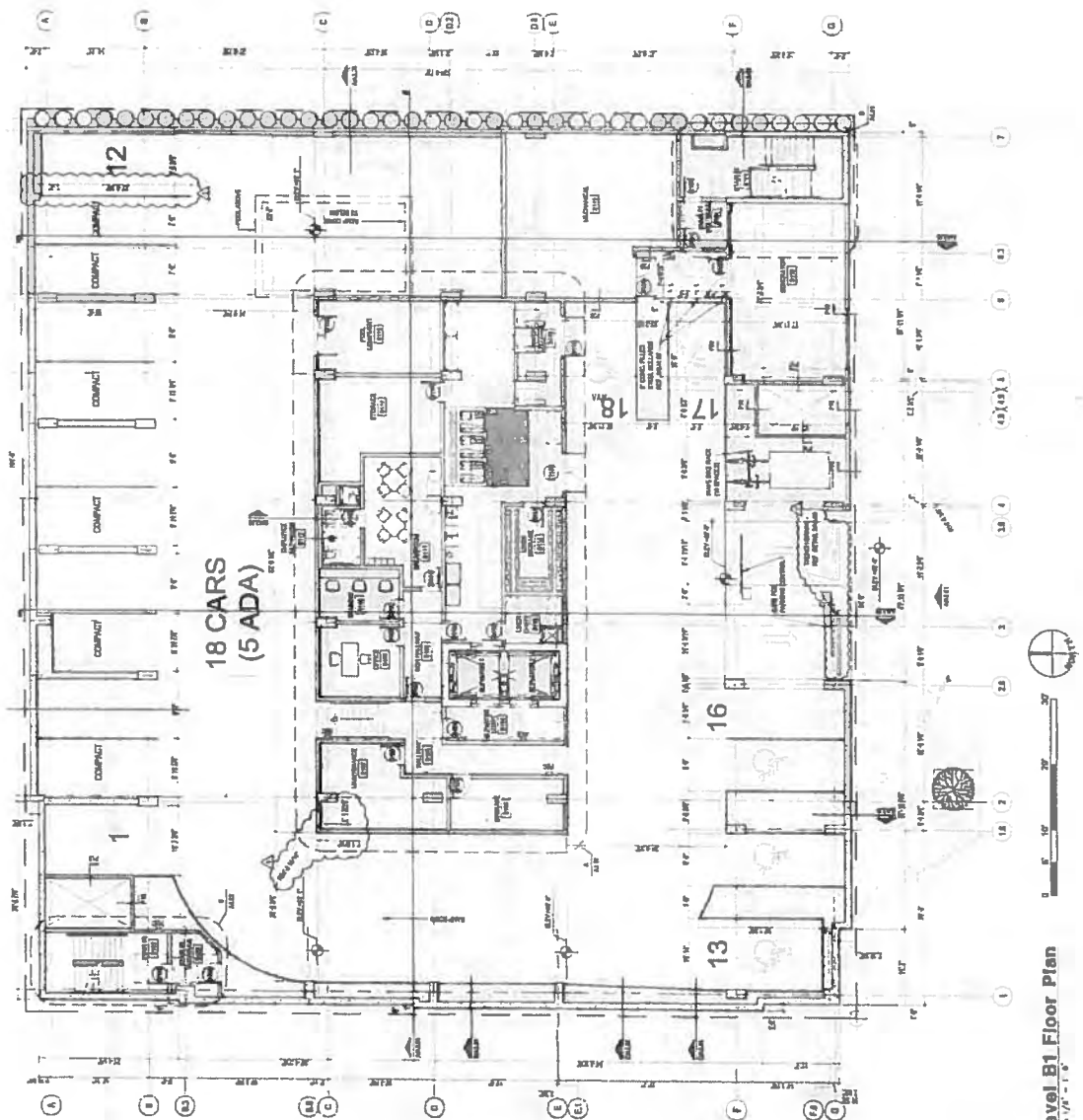
[illegible]

Level B3 Floor Plan

The floor plan shows a rectangular parking garage layout. Key features include:

- Car Count:** A central label indicates "36 CARS".
- Numbered Zones:** The plan is divided into several numbered sections: 1, 12, 13, 19, 20, 24, 25, and 36.
- Compact Spaces:** Multiple areas are labeled "COMPACT", indicating designated spots for smaller vehicles.
- Structural Elements:** The plan shows a grid of columns and beams, with various dimensions (e.g., 10'0", 12'0", 14'0") noted throughout.
- Stairs and Elevators:** Stairwells and elevator shafts are located in several areas, including near zones 1, 20, and 36.
- Scale and Orientation:** A scale bar at the bottom right indicates distances from 0 to 30 feet. A north arrow is also present.

A



A Level B1 Floor Plan
Scale: 1/8" = 1'-0"

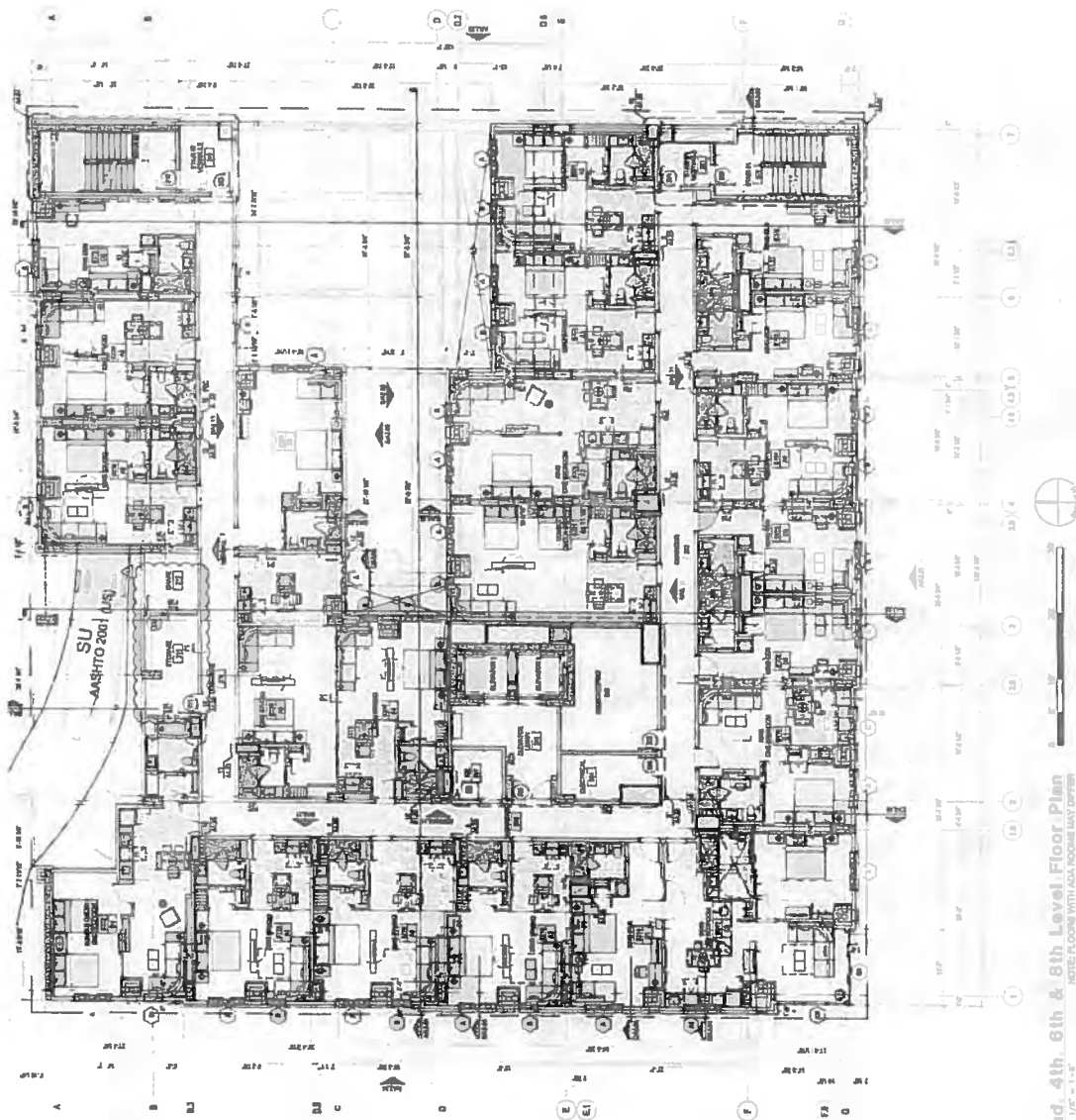
SITE PLAN APPROVAL
 PROJECT: HYATT HOUSE
 ADDRESS: 901 NECHES STREET, AUSTIN, TEXAS 78701
 DATE: JULY 15, 2015
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: ARCHITECT
 FIRM: [Firm Name]
 PROJECT: HYATT HOUSE
 ADDRESS: 901 NECHES STREET, AUSTIN, TEXAS 78701
 DATE: JULY 15, 2015
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: ARCHITECT
 FIRM: [Firm Name]

SP-2014-0396C

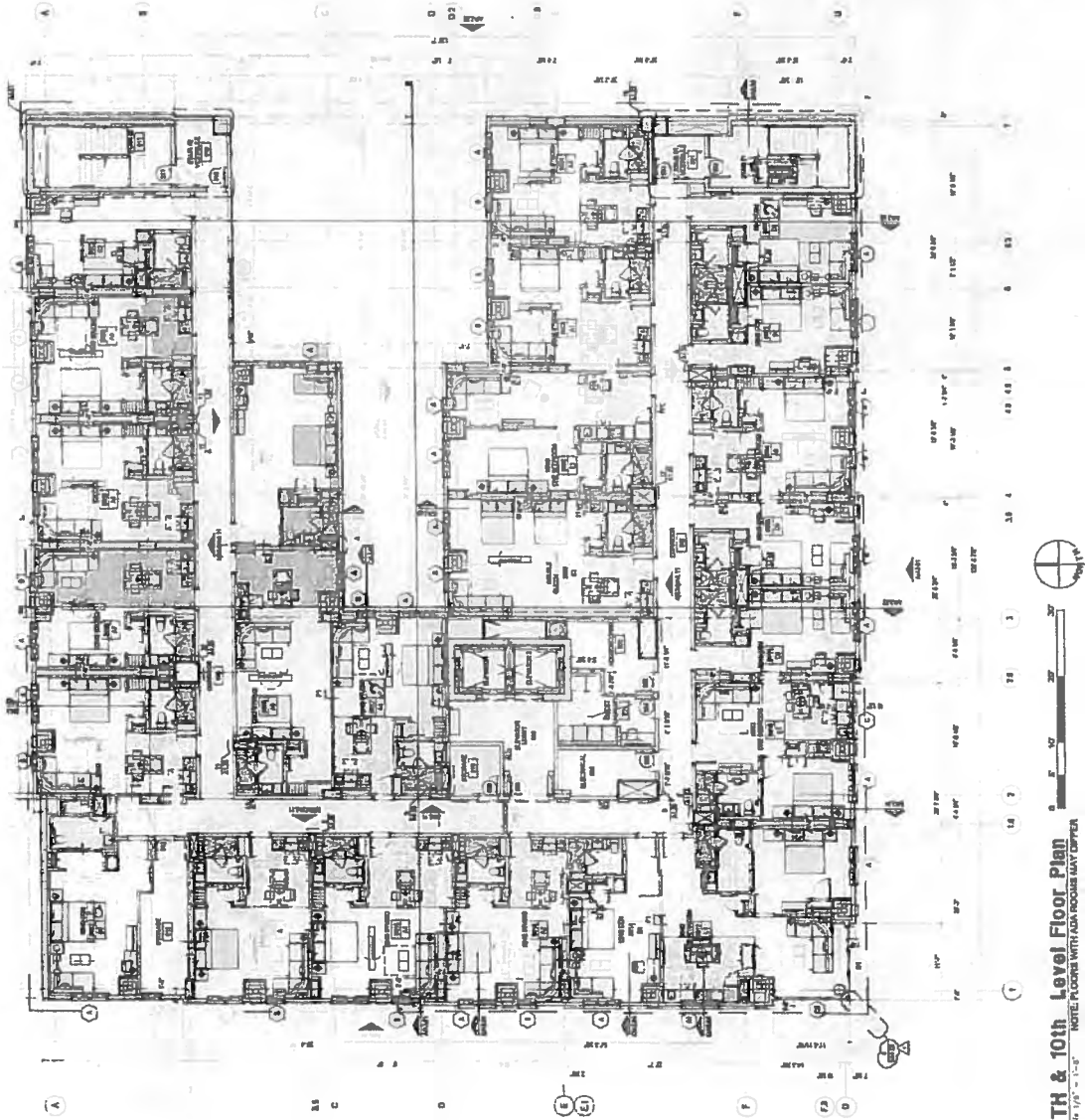


[illegible]

SP-2014-0308C



2nd, 4th, 6th & 8th Level Floor Plan
NOTE: FLOORS WITH ADA ROOMS MAY DIFFER
Scale 1/8" = 1'-0"



A 9TH & 10TH Level Floor Plan
SCALE: 1/4" = 1'-0"
NOTES: FLOORING WITH ADA ROOMS MAY DIFFER

SITE PLAN APPROVAL	
PROJECT NO.	SP-2014-0308C
DATE	JULY 15, 2015
PROJECT NAME	HYATT HOUSE
PROJECT ADDRESS	901 NECHES STREET, AUSTIN, TEXAS 78701
PROJECT OWNER	HYATT HOUSE
PROJECT ARCHITECT	ARCHITECTURE
PROJECT ENGINEER	ENGINEER
PROJECT SURVEYOR	SURVEYOR
PROJECT LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT
PROJECT CIVIL ENGINEER	CIVIL ENGINEER
PROJECT ELECTRICAL ENGINEER	ELECTRICAL ENGINEER
PROJECT MECHANICAL ENGINEER	MECHANICAL ENGINEER
PROJECT PLUMBING ENGINEER	PLUMBING ENGINEER
PROJECT FIRE ENGINEER	FIRE ENGINEER
PROJECT TRANSPORTATION ENGINEER	TRANSPORTATION ENGINEER
PROJECT ENVIRONMENTAL ENGINEER	ENVIRONMENTAL ENGINEER
PROJECT HISTORIC PRESERVATION SPECIALIST	HISTORIC PRESERVATION SPECIALIST
PROJECT OTHER SPECIALIST	OTHER SPECIALIST



Architecture
July 15, 2015



Hyatt House
901 NECHES STREET
AUSTIN, TEXAS 78701

EXHIBIT C Executed City License Agreement

**Right of Way Encroachment
License Agreement No. #LA 774-1502**

FILE COPY

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas (the "**CITY**"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Officer, Office of Real Estate Services, City of Austin (the "**PROPERTY MANAGER**"), and Neches HH Extended Stay, LLC, a Texas limited liability company ("**LICENSEE**"), enter into this License Agreement (this "**AGREEMENT**"), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use 0.1274 acres (5,551 square feet) out of the right-of-way within Neches Street and East 9th Street, Austin, Texas (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated Exhibit "A" and Exhibit "B", adjacent to Lot 1 and Lot 2, Block 114, of said original City of Austin, being conveyed to Neches HH Extended Stay, LLC, recorded in Document Number 2015047726 of the official public records of Travis County, Texas, with an address of 901 Neches Street, Austin, Texas (the "**ADJOINING PROPERTY**").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove **bike racks, trees with tree grates, metal glass canopy, irrigation system, benches, Juliet balcony and retaining walls**, of the size and in the method shown on the attached and incorporated Exhibit "C" (collectively, the "**IMPROVEMENTS**").
3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.
4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

If the City causes damage to or destruction of Licensee's Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City's uses of the Licensed Property substantially interfere with or destroy Licensee's use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates and Licensee must immediately remove its Improvements at its sole cost.

Adjoining Property of the existence of this Agreement and the obligations hereunder.

8. **Insurance.** Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$500,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Austin as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Austin is named as an additional insured.

9. **INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, AND REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER ("CLAIMS") THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT**

Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if:

1. The Improvements, or a portion of them, interfere with the City's rights in the right-of-way;
2. Use of the right-of-way area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to timely paying the annual fee (if applicable) or properly and timely maintaining the Improvements;
6. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
7. Licensee fails to properly and timely maintain the Improvements as set out herein; or
8. City provides ninety-one (91) days' prior written notice of such termination for any reason.

C. Termination by Abandonment. If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
12. **Venue.** Venue for all lawsuits concerning this Agreement must be in the State District courts of Austin, Travis County, Texas.
13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must

Terms and Conditions Accepted on July 22, 2015.

CITY OF AUSTIN, a Texas home rule municipal corporation

Approved as to Form:

Nick A. Q. [Signature]
Assistant City Attorney

By: Lauraine Rizer
Lauraine Rizer, Officer
Office of Real Estate Services A.J.H.

LICENSEE:
Neches HH Extended Stay, LLC

By: Sam Kumar
Sam Kumar, Manager

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on July 22, 2015, by Lauraine Rizer, Officer, Office of Real Estate Services, City of Austin, a Texas municipal corporation, on behalf of said corporation.



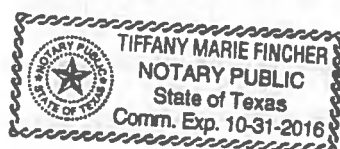
Monica de la Rosa
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Sam Kumar, Manager, of Neches HH Extended Stay, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of July, A.D. 2015.

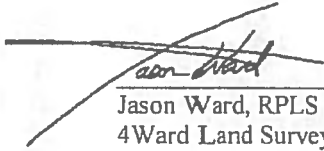


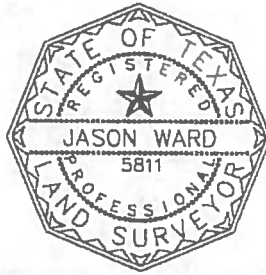
Tiffany Marie Fincher
Notary Public, State of Texas

F# LA 774-1502

- 3) Along the arc of a curve to the right, whose radius is **24.30** feet, whose arc length is **38.17** feet and whose chord bears **N28°29'27"W**, a distance of **34.37** feet to a calculated point for a point of tangency hereof,
- 4) **N16°30'51"E**, a distance of **123.68** feet to a calculated point for the northwest corner hereof, and
- 5) **S73°31'34"E**, a distance of **20.00** feet to a calculated point for an exterior ell corner hereof, said point being the intersection of the east right-of-way line of said Neches Street with the south line of a 20' Alley, as shown on said Original City of Austin Map, and being the northwest corner of said Lot 1, from which a Mag nail found bears, **N74°34'25"E**, a distance of 1.49 feet;

THENCE, with the east right-of-way line of said Neches Street and the west line of said Lot 2, **S16°36'04"W**, a distance of **128.19** feet to the **POINT OF BEGINNING** and containing 0.1274 Acre (5,551 Square Feet) of land, more or less.

 5/27/2015
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



FIELD NOTES REVIEWED

By: Clark Daniel Date 05.27.2015

Engineering Support Section
Department of Public Works
and Transportation

After recording, return to:

City of Austin
Office of Real Estate Services
505 Barton Springs Road, Ste. 1350
Austin, TX. 78704

Attn: Andy Halm/Joan Caldwell
FLA 774-1502

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 22, 2015 12:54 PM

BENAVIDESV: \$194.00

2015116352

Dana DeBeauvoir, County Clerk
Travis County TEXAS

After recording, return to:

City of Austin
Office of Real Estate Services
505 Barton Springs Road, Ste. 1350
Austin, TX. 78704

Attn: Andy Halm/Joan Caldwell
FLA 774-1502

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 22, 2015 12:54 PM

BENAVIDESV: \$194.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

2015116352



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " _____ "

**PORTION OF EAST 9th STREET
AND NECHES STREET**

**0.080 ACRES
EAST 9th STREET AND NECHES STREET
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.080 ACRES (APPROXIMATELY 3,465 SQ. FT.), BEING A PORTION OF EAST 9TH STREET (80' RIGHT-OF-WAY WIDTH) AND NECHES STREET (80' RIGHT-OF-WAY WIDTH), IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ADJOINING A PORTION OF LOTS 1 & 2, BLOCK 114, OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF THE ORIGINAL CITY ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, CONVEYED TO NECHES HH EXTENDED STAY, LLC, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 31, 2015 AND RECORDED IN DOCUMENT NO. 2015047726 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.080 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FOUR (4) PARTS AS FOLLOWS:

BEGINNING at a Mag Nail with "Chaparral" washer set at the northeast right-of-way intersection of said East 9th Street and said Neches Street, being the southwest corner of said Lot 1;

THENCE South 73°29'21" East, a distance of 51.13 feet to a calculated point, from which a 1/2" rebar with "Ward" cap found in the north right-of-way line of said East 9th Street, being the southeast corner of said Lot 1, same being the southwest corner of said Lot 2, bears South 73°29'21" East, a distance of 17.91 feet;

THENCE over and across said East 9th Street and Neches Street, the following six (6) courses and distances:

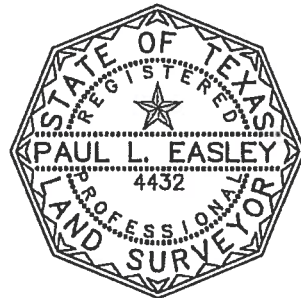
1. South 16°30'39" West, a distance of 4.79 feet to a calculated point;
2. with a curve to the right, having a radius of 14.00 feet, a delta angle of 90°00'00", an arc length of 21.99 feet, and a chord which bears South 61°30'39" West, a distance of 19.80 feet to a calculated point;
3. North 71°58'39" West, a distance of 38.01 feet to a calculated point;

4. with a curve to the right, having a radius of 18.00 feet, a delta angle of $88^{\circ}30'03''$, an arc length of 27.80 feet, and a chord which bears North $27^{\circ}43'37''$ West, a distance of 25.12 feet to a calculated point;
5. North $16^{\circ}31'24''$ East, a distance of 109.85 feet to a calculated point;
6. with a curve to the right, having a radius of 19.00 feet, a delta angle of $88^{\circ}40'26''$, an arc length of 29.41 feet, and a chord which bears North $60^{\circ}51'37''$ East, a distance of 26.56 feet to a calculated point in the east right-of-way line of said Neches Street;

THENCE South $16^{\circ}35'58''$ West, at 0.89 feet passing the northwest corner of said Lot 1, continuing a total distance of 129.06 feet to the **POINT OF BEGINNING**, containing 0.080 acres of land, more or less.

Surveyed on the ground May 8, 2017. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral Control Point "P514". Attachments: Drawing 958-002-LA1.

 10/19/17
Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432



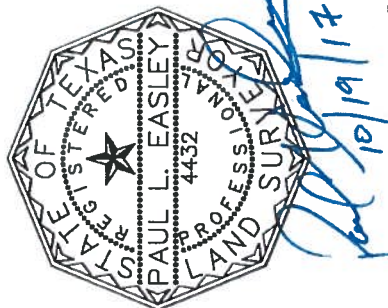
REFERENCES
TCAD Parcel# 194611
Austin Grid map J-22

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.080 ACRES (APPROXIMATELY 3,465 SQ. FT.), BEING A PORTION OF EAST 9TH STREET (80' RIGHT-OF-WAY WIDTH) AND NECHES STREET (80' RIGHT-OF-WAY WIDTH), IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ADJOINING A PORTION OF LOTS 1 & 2, BLOCK 114, OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF THE ORIGINAL CITY ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, CONVEYED TO NECHES HH EXTENDED STAY, LLC, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 31, 2015 AND RECORDED IN DOCUMENT NO. 2015047726 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND
▲	MAG NAIL FOUND
△	MAG NAIL WITH "CHAPARRAL" WASHER SET
■	MONUMENT FOUND
△	CALCULATED POINT
()	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S73°29'21"E	51.13'
L2	S16°30'39"W	4.79'
L3	N71°58'39"W	38.01'
L4	N16°31'24"E	109.85'
L5	S16°35'58"W	129.06'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	BEARING
C1	14.00'	90°00'00"	21.99'	S61°30'39"W
C2	18.00'	88°30'03"	27.80'	N27°43'37"W
C3	19.00'	88°40'26"	29.41'	N60°51'37"E
				CHORD
				19.80'
				25.12'
				26.56'

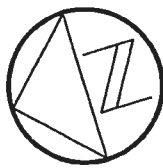


DATE OF SURVEY: May 8, 2017
 PLOT DATE: 10/17/17
 DRAWING NO.: 958-002-LA1
 PROJECT NO.: 958.002
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: DWC
 SHEET 1 OF 2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
 958-002-LA1

Chaparral



1" = 50'

0.080 ACRES
APPROX. 3,465 SQ. FT.

NECHES STREET
(80' R.O.W. WIDTH)

RED RIVER STREET
(80' R.O.W. WIDTH)

ALLEY
(20' R.O.W. WIDTH)

LOT 5
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 6
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 7
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 8
BLOCK 114
ORIGINAL CITY
OF AUSTIN

(69')

(69')

(69')

(69')

(20')

19.11'

(69')

(69')

(69')

(69')

S16°33'51"W 128.25'

LOT 4
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 3
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 2
BLOCK 114
ORIGINAL CITY
OF AUSTIN

LOT 1
BLOCK 114
ORIGINAL CITY
OF AUSTIN

(128')

N16°35'58"E 128.17'

WARD

P.O.B.

N73°29'21"W 138.09'

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

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(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

(69')

40.00'

138.09'

S73°29'21"E

N73°29'21"W

356.24'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

40.00'

EAST 9TH STREET
(80' R.O.W. WIDTH)

DATE OF SURVEY: May 8, 2017
PLOT DATE: 10/17/17
DRAWING NO.: 958-002-LA1
PROJECT NO.: 958.002
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DWC
SHEET 2 OF 2

Chaparral



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " _____ "

**PORTION OF EAST 9th STREET
CITY OF AUSTIN, TEXAS**

**0.025 ACRES
EAST 9th STREET
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.025 ACRES (APPROXIMATELY 1,086 SQ. FT.), BEING A PORTION OF EAST 9TH STREET (80' RIGHT-OF-WAY WIDTH), IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ADJOINING A PORTION OF LOT 2, BLOCK 114, OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF THE ORIGINAL CITY ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, CONVEYED TO NECHES HH EXTENDED STAY, LLC, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 31, 2015 AND RECORDED IN DOCUMENT NO. 2015047726 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.025 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FOUR (4) PARTS AS FOLLOWS:

BEGINNING at a Mag Nail with "Chaparral" washer set in the north right-of-way line of said East 9th Street, being the southeast corner of said Lot 2, same being the southwest corner of Lot 3 of said Block 114, from which a 1/2" rebar found at the northwest right-of-way intersection of said East 9th Street and Red River Street (80' right-of-way width), being the southeast corner of Lot 4 of said Block 114, bears South 73°29'21" East, a distance of 138.09 feet;

THENCE over and across said East 9th Street, the following four (4) courses and distances:

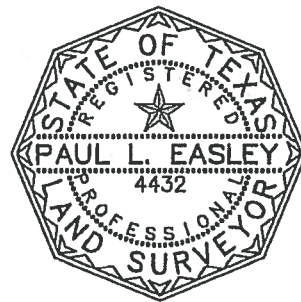
1. South 16°33'51" West, a distance of 18.64 feet to a calculated point;
2. North 73°31'18" West, a distance of 45.74 feet to a calculated point;
3. with a curve to the right, having a radius of 15.00 feet, a delta angle of 90°04'46", an arc length of 23.58 feet, and a chord which bears North 28°31'44" West, a distance of 21.23 feet to a calculated point;
4. North 16°30'39" East, a distance of 3.67 feet to a calculated point in the north

right-of-way line of said East 9th Street, being in the south line of said Lot 2;

THENCE South 73°29'21" East, a distance of 60.78 feet to the **POINT OF BEGINNING**, containing 0.025 acres of land, more or less.

Surveyed on the ground May 8, 2017. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral Control Point "P514". Attachments: Drawing 958-002-LA2.

 03/15/18
Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432



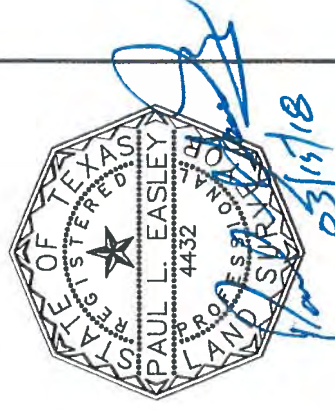
REFERENCES
TCAD Parcel# 194611
Austin Grid map J-22

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.025 ACRES (APPROXIMATELY 1,086 SQ. FT.), BEING A PORTION OF EAST 9TH STREET (80' RIGHT-OF-WAY WIDTH), IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ADJOINING A PORTION OF LOT 2, BLOCK 114, OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF THE ORIGINAL CITY ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, CONVEYED TO NECHES HH EXTENDED STAY, LLC, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 31, 2015 AND RECORDED IN DOCUMENT NO. 2015047726 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND
▲	MAG NAIL FOUND
△	MAG NAIL WITH "CHAPARRAL" WASHER SET
■	MONUMENT FOUND
△	CALCULATED POINT
()	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S16°33'51"W	18.64'
L2	N73°31'18"W	45.74'
L3	N16°30'39"E	3.67'
L4	S73°29'21"E	60.78'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	15.00'	90°04'46"	23.58'	S28°31'44"E	21.23'

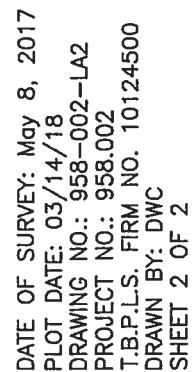


DATE OF SURVEY: May 8, 2017
PLOT DATE: 03/14/18
DRAWING NO.: 958-002-LA2
PROJECT NO.: 958.002
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DWC
SHEET 1 OF 2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
958-002-LA2

Chaparral



0.025 ACRES
APPROX. 1,086 SQ. FT.

Chaparral