



Travis County Commissioners Court Agenda Request

Meeting Date: January 10, 2012

Prepared By: Joe Arriaga Phone #: 854-7562

Division Director/Manager: Anna Bowlin, Director of Development Services

Carol B. Joseph for

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A Plat for recording: Sweetwater Section One, Village G1 (Long Form Plat - 76 Lots - 20.9 acres - Pedernales Summit Parkway) in Precinct Three;
- B) A Plat for recording: Sweetwater Section One, Village G2 (Long Form Plat - 65 Lots - 19.3 acres - Pedernales Summit Parkway) in Precinct Three; and
- C) Construction Agreements for Sweetwater Section One, Village G1 and Sweetwater Section One, Village G2 Final Plats in Precinct Three .

BACKGROUND/SUMMARY OF REQUEST:

The developer is requesting to come out of Alternate Fiscal (Approved by Court on 7/22/08) and post fiscal in the amount of \$2,098,730.00 in order to record both plats.

The G1 plat consists of 76 total lots: 72 Single-Family, 1 Common Area and Drainage and 3 Landscape Lots. The developer has paid parkland fees. In addition, a total of 3,150 linear feet of private streets are being proposed to be built. Water and wastewater will be provided by the Lazy 9 MUD.

The G2 plat consists of 65 total lots: 64 Single-Family, 1 Common Area and Drainage a Lot. The developer has paid parkland fees. In addition, a total of 2,902 linear feet of private streets are being proposed to be built. Water and wastewater will be provided by the Lazy 9 MUD.

STAFF RECOMMENDATIONS:

As these final plats meet all subdivision standards, TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:

The staff did receive an open record request on the entire Sweetwater development by Bill Bunch, Save Our Springs group. However, Staff has not been contacted by anyone by e-mail, telephone or letter on this development.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

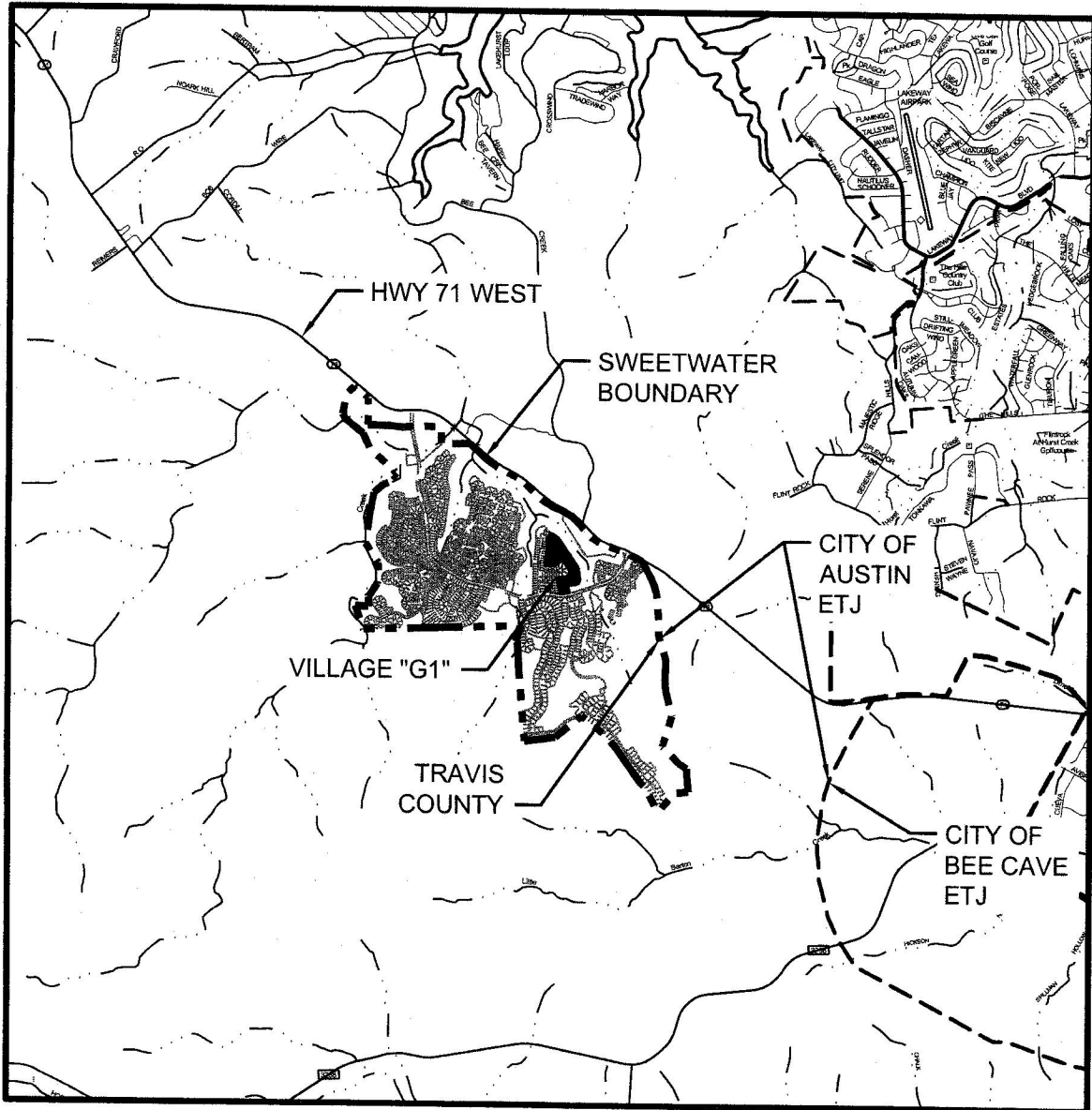
- Location Map
- Final Plats
- Construction Agreements
- Precinct Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

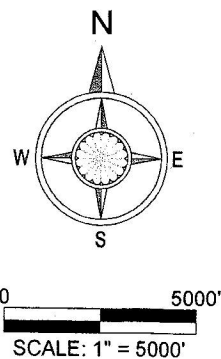
AB:AB:ja
1101 - Development Svs-



LOCATION MAP
SWEETWATER
VILLAGE "G1"

**Malone/
 Wheeler, Inc.**

Engineering & Development Consultants
 7500 Rialto Blvd, Bldg 1, Suite 240
 Austin, Texas 78735
 Phone: (512) 899-0601 Fax: (512) 899-0655
 Firm Registration No. F-786



NOTES:

- OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT LOCATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- FOR A MINIMUM TRAVEL DISTANCE OF 21 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 1% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
- WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO LOCAL AND TCD FOR REVIEW.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP #18060105H DATED SEPTEMBER 24, 2006.
- THIS SUBDIVISION IS SUBJECT TO A PLASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
- MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A., RTI, BEE CAVE ETI, LAKEWAY ETI, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO.2006019470, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
- DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 6% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT III.
- DRAINAGE BASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE BASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 18. WATER AND WASTEWATER SERVICES TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE BASEMENTS AND WATER QUALITY BASEMENTS EXCEPT AS APPROVED BY LOCAL AND TRAVIS COUNTY.
- NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROMISED DEVELOPMENT.
- LOT # BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUD 18 (OR ITS ASSIGNS).
- ALL PRIVATE STREET RIGHT-OF-WAY ARE ALSO DRAINAGE BASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT III.
- MAINTENANCE OF PRIVATE STREETS AND GAS STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
- ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT III.
- ALL PROPERTY OF THE HEREIN-DISCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
- ALL NON-RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 18 TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.

WASTEWATER DEVELOPMENT PLAT NOTES:

- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERMIT AND APPROPRIATE FORMS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT FROM TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION ALTERNATIVE DESIGN WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW, IN ADDITION, PERMITTING AND APPROPRIATE ROW RESERVATION AGREES, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT AND INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

BENCHMARK LIST:

- TBM-46: COTTON SPINDLE SET IN 12" 1/2" OAK TAG NO. 6166 BLEV: 933.12
- TBM-45: COTTON SPINDLE SET IN 4" 7/8" 1" 1/2" LIVE OAK TAG NO. 7390 BLEV: 906.85

STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
EDWARDS DRAW CV	28'	25 MPH	C&G	LOCAL	PRIVATE	172 L.F.
LIPAN APACHE BEND	28'	25 MPH	C&G	LOCAL	PRIVATE	394 L.F.
LIPAN APACHE DRIVE	28'	25 MPH	C&G	LOCAL	PRIVATE	384 L.F.
TORNADO DRAW ROAD	28'	25 MPH	C&G	LOCAL	PRIVATE	384 L.F.
TOTAL:						3903 L.F.

LINE	BEARING	DISTANCE	CURVE	PIVOT	ARC	CHORD	CHORD BEARING	CHORD DISTANCE
C1	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C2	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C3	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C4	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C5	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C6	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C7	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C8	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C9	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C10	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C11	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C12	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C13	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C14	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C15	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C16	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C17	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C18	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C19	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C20	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C21	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C22	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C23	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C24	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C25	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C26	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C27	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C28	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C29	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C30	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C31	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C32	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C33	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C34	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C35	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C36	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C37	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C38	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C39	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C40	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C41	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C42	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C43	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C44	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C45	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C46	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C47	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C48	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C49	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C50	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C51	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C52	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C53	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C54	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C55	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C56	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C57	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C58	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C59	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C60	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C61	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C62	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C63	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C64	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C65	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C66	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C67	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C68	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C69	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C70	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C71	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C72	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C73	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C74	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C75	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C76	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C77	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C78	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C79	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C80	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C81	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C82	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C83	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C84	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C85	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C86	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C87	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C88	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C89	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C90	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C91	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C92	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C93	115°00'00"W	250.00		115°00'00"	250.00	250.00	115°00'00"	250.00
C94	115°00'00"W	250.00		115°00'				

ORIGINAL

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between W/S-COS Development LLC (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Sweetwater Village G1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: WS-COS Development, LLC
52 Mason Street
Greenwich, CT 06830

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By:

Name: *J. Robert Long*
Title: *J. ROBERT LONG*
Authorized Representative
Date: *12/20/11*

ACKNOWLEDGEMENT

STATE OF TEXAS

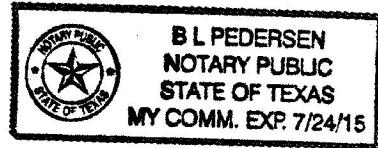
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , , by
J. Robert Long , in the capacity stated herein.

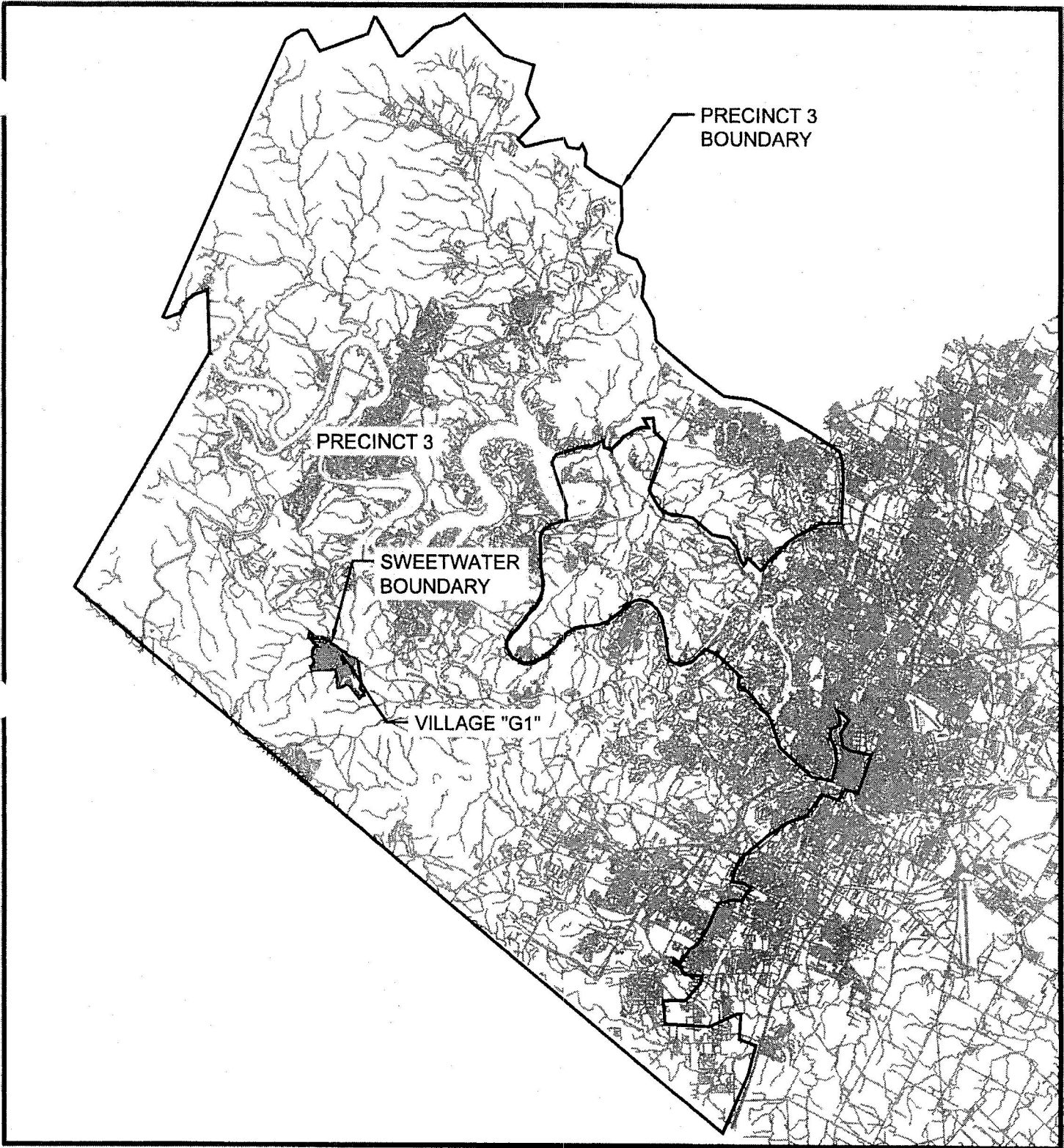
Signature of Notary

B L Pedersen

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

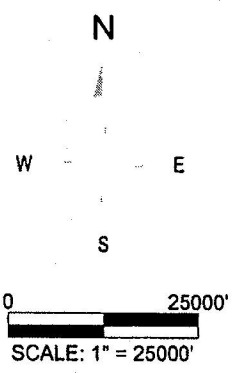


LOCATION MAP

SWEETWATER
VILLAGE "G1"

Malone/
Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



ORIGINAL

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between WS-LOS Development, LLC (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Sweetwater Village 62" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

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- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
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3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

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E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

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Attn: Executive Manager

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This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By:

Name: *J. Robert Long*
Title: **J. ROBERT LONG**
Authorized Representative
Date: 12/20/11

ACKNOWLEDGEMENT

STATE OF TEXAS

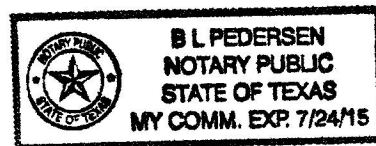
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , , by *J. Robert Long*, in the capacity stated herein.

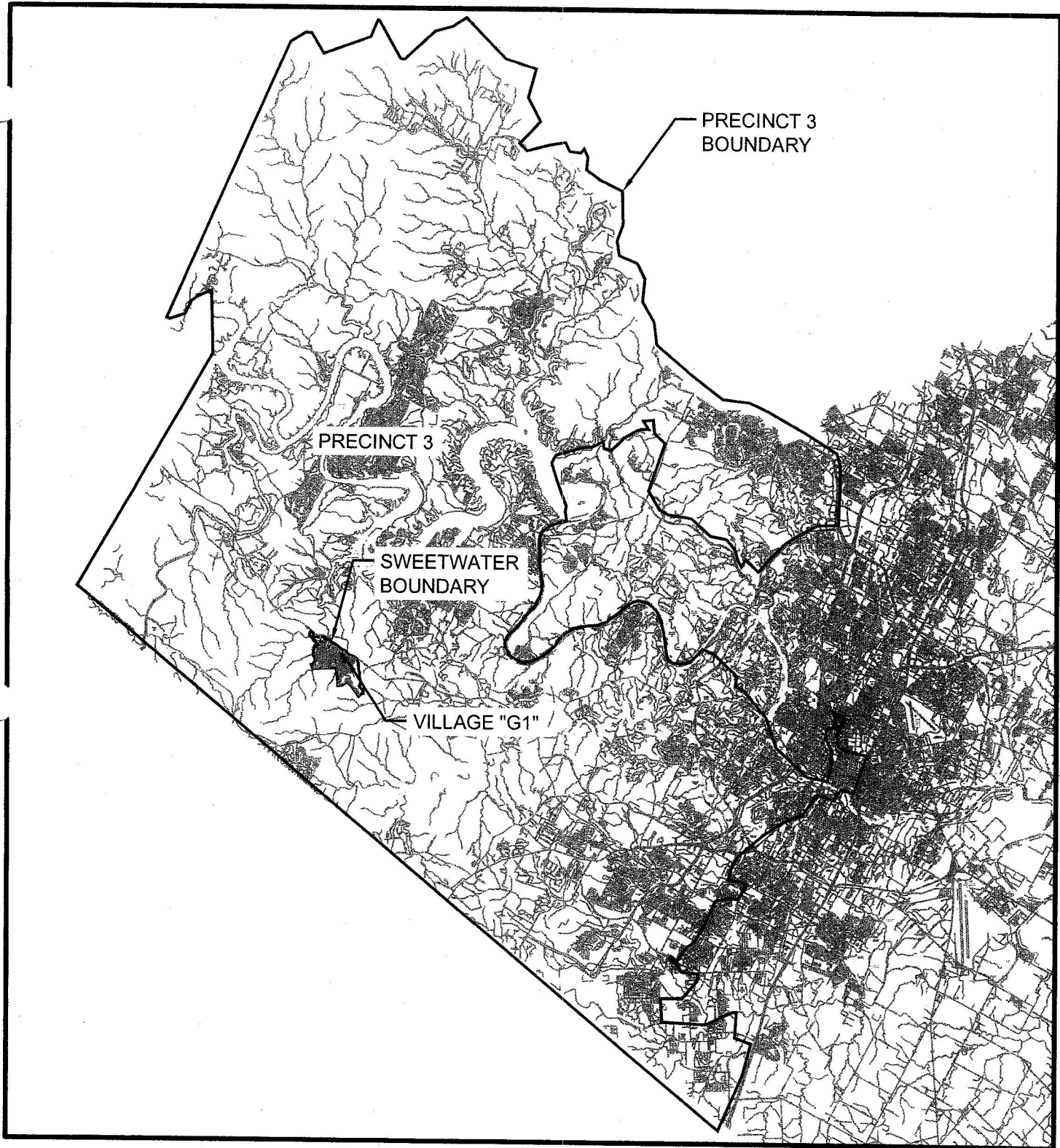
Signature of Notary

B L Pedersen

After Recording Return to:
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Transportation and Natural Resources
P.O. Box 1748
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§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

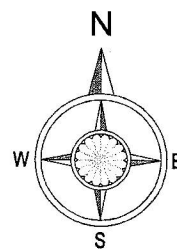


LOCATION MAP

SWEETWATER
VILLAGE "G1"

Malone/
Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



0 25000'
SCALE: 1" = 25000'