



Travis County Commissioners Court Agenda Request

Meeting Date: March 27, 2012

Prepared By: Michael Hettenhausen Phone #: 854-7563

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

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) The Reserve at Lynnbrook Final Plat (A Small Lot Subdivision) (Final Plat - 35 total lots (34 single family residential lots and one drainage/greenbelt/open space lot) - 11.563 acres - City of Austin ETJ); and
- B) A subdivision construction agreement between Travis County and Lynnbrook Reserve Ltd. in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 35 total lots (34 single family residential lots and one drainage/greenbelt/open space lot) on 11.563 acres. The property fronts on Lynnbrook Drive, which connects to Old Manchaca Road to the east of Slaughter Lane via Bauerle Ranch to the west. The application includes 775 linear feet of proposed public streets. Water and wastewater service will be provided by the City of Austin. Parkland fees in lieu of parkland dedication have been paid to the City of Austin in the amount of \$6,287.00.

B) The applicant proposes to enter into a subdivision construction agreement between Travis County and Lynnbrook Reserve, Ltd. to outline construction of the subdivision's infrastructure improvements.

STAFF RECOMMENDATIONS:

As this final plat application meets all Single Office requirements and was approved by the City of Austin Zoning and Platting Commission on March 6, 2012, Single Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from neighbors or registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision construction agreements

REQUIRED AUTHORIZATIONS:

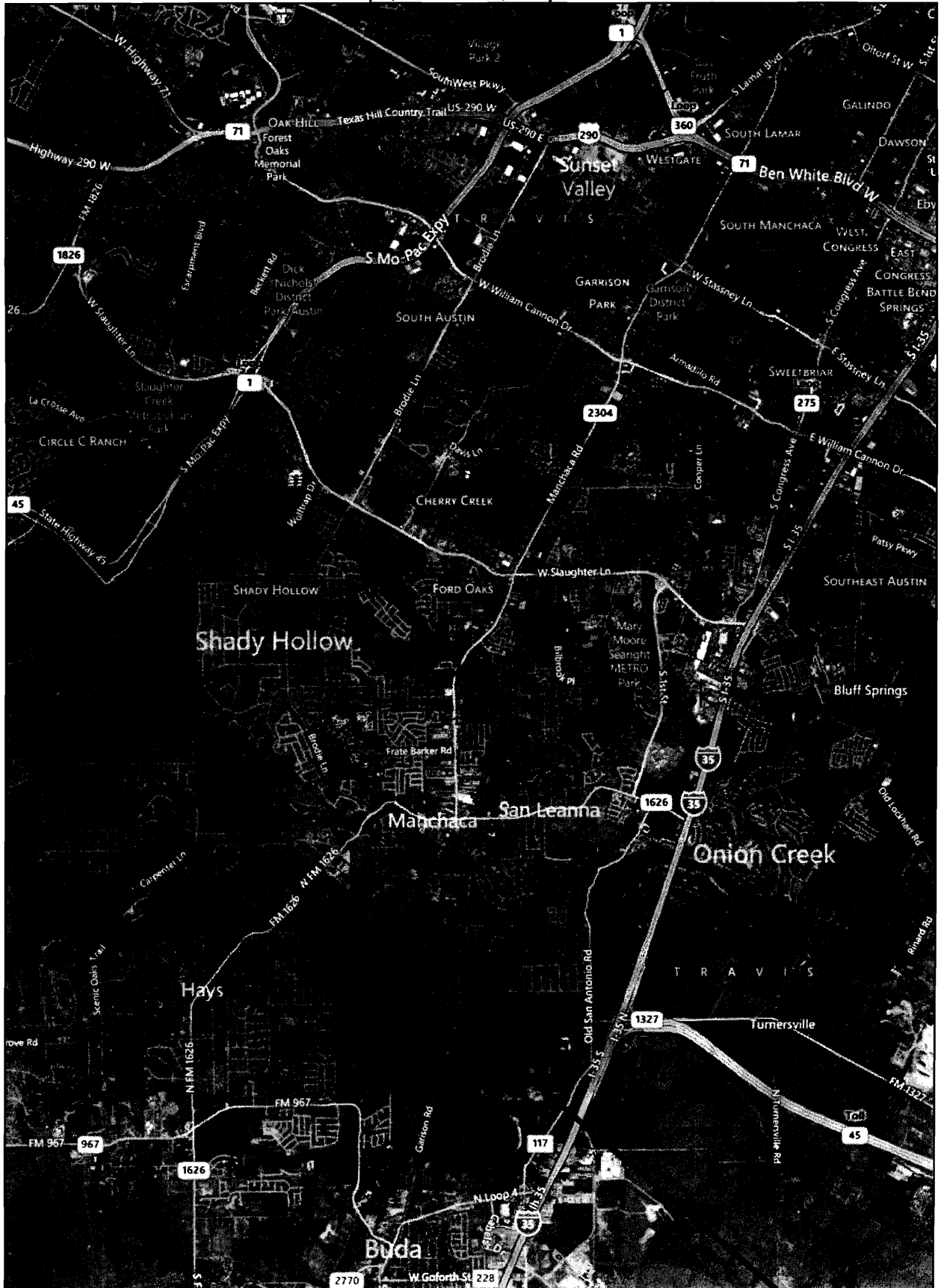
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

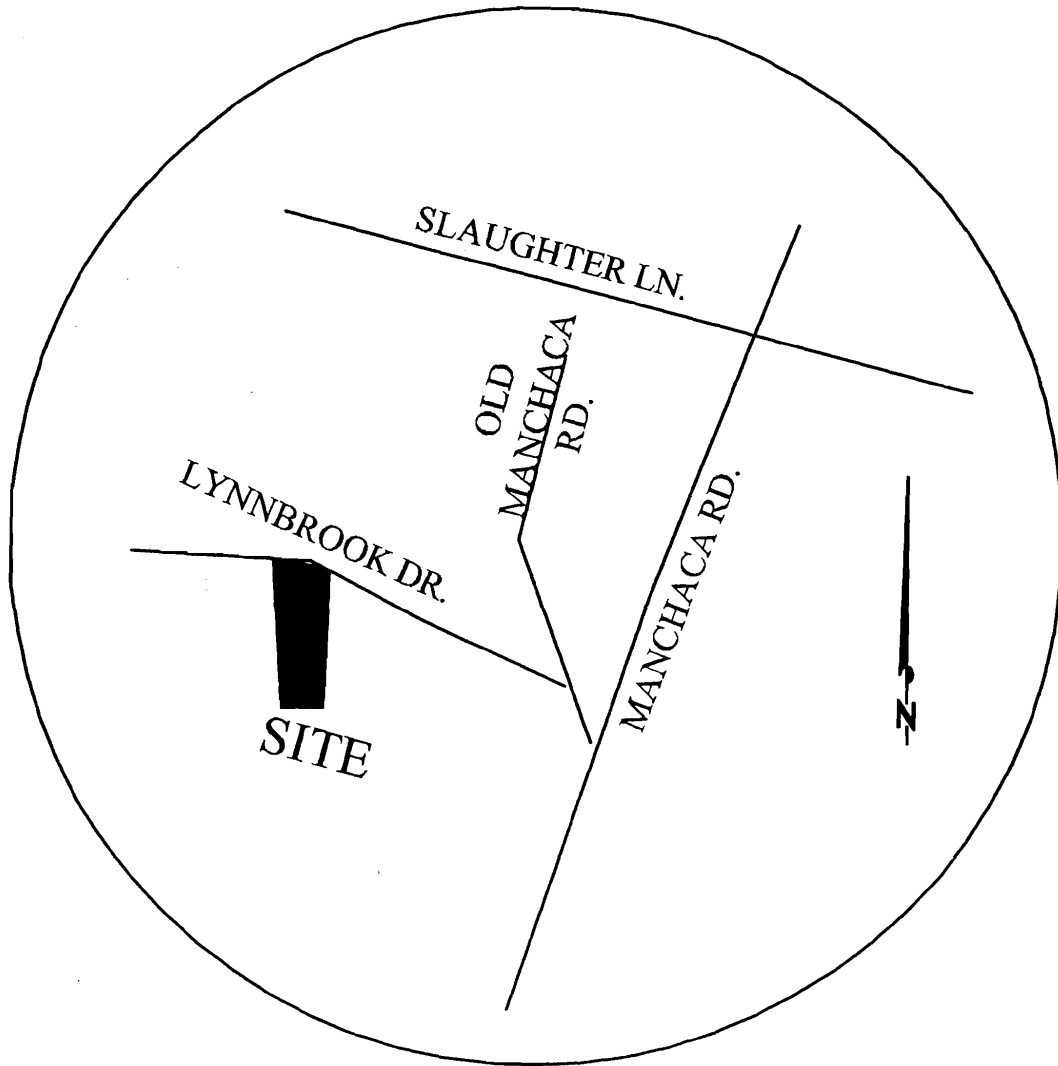
Anna Bowlin	Division Director of Development	TNR	854-7561
Michael Hettenhausen		TNR	854-7563

SM:AB:mh
1101 - Development Svs- Reserve at Lynnbrook Final Plat

Precinct Map

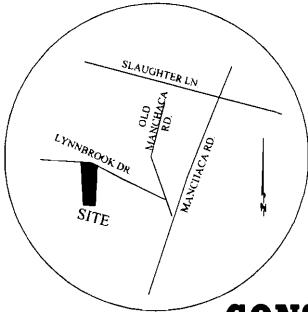


LOCATION MAP
NOT TO SCALE



**RESERVE AT LYNNBROOK
(A SMALL LOT SUBDIVISION)
FINAL PLAT**

LOCATION MAP
NOT TO SCALE



**CONSUMER PROTECTION NOTICE FOR HOMEBUYERS
IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD
DETERMINE WHETHER THE SUBDIVISION AND THE LAND
AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.**

**THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR
HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND
OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL
GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF
LAND THAN INSIDE THE CITY LIMITS.**

**THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE
PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST
INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION,
WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.**

**DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER,
OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR
GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1)
RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT
NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE
SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL
NEIGHBORHOOD.**

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT CHRIS BLACKBURN, PRESIDENT OF WATERLOO DEVELOPMENT, OWNER OF 11.563 ACRES IN THE WALKER WILSON SURVEY NO. 2, TRAVIS COUNTY TEXAS, AS CONVEYED IN DOC. NO. 2011189724 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENTS CODE, AND IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON DO HEREBY SUBDIVIDE 11.563 ACRES TO BE KNOWN AS THE RESERVE AT LYNNBROOK (A SMALL LOT SUBDIVISION) FINAL PLAT, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ___ DAY OF _____, 201__ A.D.

BY:
CHRIS BLACKBURN, PRESIDENT
LYNNBROOK RESERVE, L.P.
A TEXAS LIMITED PARTNERSHIP
WATERLOO DEVELOPMENT INC.
A TEXAS CORPORATION, ITS GENERAL PARTNER
PO BOX 27335
AUSTIN, TEXAS 78755

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRIS BLACKBURN, PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ___ DAY OF _____, 20__ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) # 481026-0590, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

I, STEPHEN R. DELGADO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 1988, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

STEPHEN R. DELGADO _____ DATE _____
PROFESSIONAL ENGINEER NO. 99342
STATE OF TEXAS
TEXAS ENGINEERING SOLUTIONS, LLC
PHONE: (512) 904-0505
FAX: (512) 904-0509

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

I, JOHN E BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, OF THE AUSTIN CITY CODE OF 1988, AS AMENDED, AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY - NOT FOR RECORDATION

JOHN E BRAUTIGAM _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE ___ DAY OF _____, 201__ A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ___ DAY OF _____, 201__ A.D.

GREG GUERNSEY, AICP, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS ___ DAY OF _____, 201__ A.D.

BETTY BAKER, CHAIRPERSON _____ GREGORY BOURGEOIS, P.E., SECRETARY _____

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____, 201__ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ___ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 201__ A.D. AT ___ O'CLOCK ___ M. AND DULY RECORDED ON THE ___ DAY OF _____, 201__ A.D. AT ___ O'CLOCK ___ M. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ___ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

DEPUTY _____

NOTES:

1. WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN.
2. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
3. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE WITH CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN WATER UTILITY FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONNECTIONS MUST BE INSPECTED BY THE CITY OF AUSTIN.
4. THE 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 THE CITY OF AUSTIN, THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
5. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY THE USE OF ONSITE PONDING OR OTHER APPROVED METHODS.
6. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS AS NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
7. THE OWNER/DEVELOPER OF THIS SUBDIVISION LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 30-5 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
8. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION, IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT, THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
9. BUILDING SETBACK LINES SHALL BE 20' FRONT SETBACK, 10' STREETSIDE AND 5' FOR SIDE YARD SETBACKS PER 30-2-232(C)(6).
10. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT THE SIDEWALKS ALONG YVETTE COVE, DINAH DRIVE, AND THE SUBDIVISION SIDE OF LYNNBROOK DRIVE ARE SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY AT THE SITE PLAN PHASE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
11. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. IT HAS BEEN DETERMINED THAT WASTEWATER IMPROVEMENTS MUST BE CONSTRUCTED FOR THE LOTS IN THIS SUBDIVISION. THE DEVELOPER/LAND OWNER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THESE IMPROVEMENTS. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNER OF THE LOTS. FAILURE TO CONSTRUCT THE REQUIRED WASTEWATER IMPROVEMENTS OR ANY INFRASTRUCTURE TO THE CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
12. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO LDC SECTION 30-5-ARTICLE 5, AND THE ENVIRONMENTAL CRITERIA MANUAL.
13. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT.
14. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
17. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
18. PRIOR TO CONSTRUCTION, EXCEPT FOR DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
19. TWO OFF STREET PARKING SPACES ARE REQUIRED FOR EACH DWELLING UNIT.
20. THIS SUBDIVISION WILL BE DESIGNED IN ACCORDANCE WITH TITLE 30-2-232.
21. ALL ACTIVITIES WITHIN THE CEF BUFFER MUST COMPLY WITH SECTION 30-5-281 (C)(2). THIS SECTION STATES THAT THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE. CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
22. DIRECT ACCESS TO LYNNBROOK DRIVE IS PROHIBITED FROM LOT 1 AND LOTS 29-34.
23. A TEN (10) FOOT ELECTRIC AND TELECOMMUNICATIONS EASEMENT IS HEREBY DEDICATED ALONG ALL ROAD RIGHT OF WAYS, INCLUDING LYNNBROOK DRIVE.

WALKER WILSON SURVEY NO. 2,
TRAVIS COUNTY, TEXAS
JUNE 2011

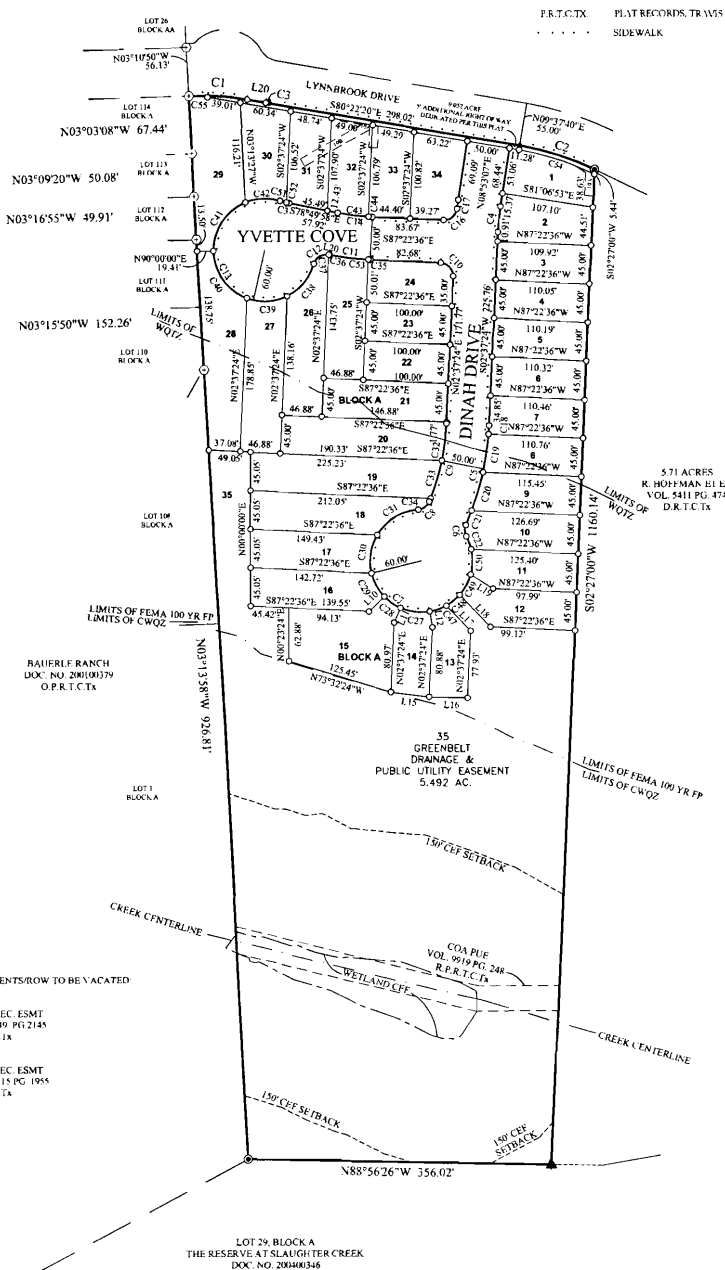
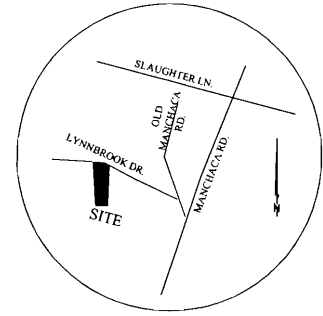


GRAPHIC SCALE
1" = 100'

LEGEND

- ▲ 60D NAIL FOUND
- 3/4" IRON PIPE FOUND
- 1/2" IRON IRON ROD FOUND
- ⊙ 1/2" IRON IRON ROD WITH CAP FOUND
- 1/2" IRON IRON ROD WITH DELTA CAP SET
- CIRCULATED POINT
- CEF CRITICAL ENVIRONMENTAL FEATURE
- WQ/TZ WATER QUALITY TRANSITION ZONE
- WQ/QZ CRITICAL WATER QUALITY ZONE
- D.R.T.C.TX DEED RECORDS, TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS
- SIDEWALK

LOCATION MAP
NOT TO SCALE



BENCHMARK LIST (N.A.V.D. DATUM)

BM
LCRA STATION MARBRIDGE
TBM #1
COTTON SPINDLE IN 36" LIVE OAK, TAG NO. 6020
ELEV= 671.60'

TBM #2
COTTON SPINDLE IN POWER POLE AT NE CORNER OF SITE.
ELEV= 113.36'

LINE	BEARING	DISTANCE
L1	S28°15'15"E	19.23
L2	S87°22'36"E	45.00
L3	S87°22'36"E	45.00
L4	S46°16'02"W	62.19
L5	N37°37'18"E	55.13
L6	S20°14'02"W	47.04
L7	S04°34'41"W	45.03
L8	S10°56'58"E	46.29
L9	S27°15'11"E	57.66
L10	N46°09'39"E	25.23
L11	N31°49'47"E	19.00
L12	N09°22'32"W	19.00
L13	N43°38'59"W	44.35
L14	S43°38'59"E	49.31
L15	S82°53'22"E	45.14
L16	S88°16'36"E	45.01
L17	N43°38'59"W	41.25
L18	S43°38'59"E	52.08
L19	N57°33'13"W	30.89
L20	S80°22'20"E	22.20

BOUNDARY CURVE DATA

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	328.46'	68.81°	68.66'	S86°22'24"E	12°00'09"
C2	330.02'	92.22°	91.92'	S72°16'30"E	16°00'35"
C3	27.13'	4.17°	4.17'	S60°22'20"E	08°49'01"

ROW AND LOT CURVE DATA

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C3	99.99'	11.19°	11.18'	N75°37'42"W	06°24'34"
C4	275.00'	30.06°	30.04'	S05°45'15"W	6°15'43"
C5	325.00'	120.01°	119.33'	S13°12'06"W	21°09'24"
C6	15.00'	13.68°	13.21'	S02°20'37"E	02°14'50"
C7	60.00'	309.06°	64.36'	N60°54'11"W	295°07'42"
C8	15.00'	16.89°	16.01'	N54°23'58"E	64°31'27"
C9	275.00'	93.66°	93.21'	N12°22'48"E	19°30'49"
C10	15.00'	23.56°	23.21'	N42°22'35"W	90°00'00"
C11	325.00'	48.46°	48.42'	N83°06'17"W	08°32'36"
C12	15.00'	22.57°	20.50'	N58°51'32"E	86°12'33"
C13	60.00'	284.65°	83.49'	N28°20'04"W	271°49'18"
C14	275.00'	41.01°	40.97'	N83°06'17"W	08°32'38"
C16	15.00'	22.41°	20.35'	S49°43'03"E	85°36'42"
C17	325.00'	10.63°	10.63'	N07°56'54"E	01°52'25"
C18	325.00'	10.16°	10.16'	N03°31'07"E	14°27'26"
C19	325.00'	45.27°	45.23'	N08°24'14"E	7°58'49"
C20	325.00'	46.39°	46.35'	N16°28'59"E	8°10'41"
C21	325.00'	18.20°	18.19'	N22°10'34"E	3°12'28"
C22	60.00'	18.06°	18.02'	N20°47'52"W	15°20'22"
C23	60.00'	46.43°	45.28'	N09°02'34"E	44°20'29"
C24	60.00'	13.35°	13.32'	N37°35'18"E	12°44'56"
C25	60.00'	20.26°	20.16'	N53°38'05"E	19°20'45"
C26	60.00'	18.13°	18.06'	N71°57'54"E	17°19'00"
C27	60.00'	34.77°	34.25'	S62°46'22"E	33°12'19"
C28	60.00'	23.39°	23.24'	S55°00'17"E	22°19'52"
C29	60.00'	31.64°	31.28'	S28°43'53"E	30°12'55"
C30	60.00'	46.39°	45.24'	S08°31'26"W	44°17'44"
C31	60.00'	58.63°	56.33'	S58°39'59"W	55°53'22"
C32	275.00'	43.41°	43.36'	N07°08'43"E	9°02'39"
C33	275.00'	46.41°	46.35'	N16°30'07"E	9°40'09"
C34	275.00'	3.84°	3.84'	N21°44'12"E	0°48'01"
C35	325.00'	2.32°	2.32'	N87°10'19"W	00°24'35"
C36	15.00'	0.11°	0.11'	S78°15'16"E	00°26'10"
C37	15.00'	22.46°	20.42'	N58°38'27"E	85°46'23"
C38	60.00'	50.82°	49.31'	S40°01'03"W	48°31'32"
C39	60.00'	48.57°	47.07'	S87°22'35"W	45°11'52"
C40	60.00'	71.63°	67.62'	N35°13'55"W	68°35'27"
C41	60.00'	72.17°	67.90'	N33°31'23"E	68°55'12"
C42	60.00'	41.46°	40.64'	N87°46'47"E	39°35'35"
C43	275.00'	36.49°	36.46'	N82°38'03"W	07°36'09"
C44	275.00'	4.52°	4.52'	N86°54'22"W	00°56'29"
C45	50.00'	69.69°	64.18'	S71°55'21"E	79°51'24"
C46	50.00'	8.44°	8.43'	N63°18'44"E	9°40'28"
C47	60.00'	20.73°	20.63'	N70°43'34"E	19°47'49"
C48	60.00'	20.17°	20.07'	N51°11'55"E	19°15'28"
C49	60.00'	27.37°	27.08'	N28°31'27"E	26°05'30"
C50	60.00'	29.96°	29.65'	N01°10'30"E	28°36'22"
C51	99.99'	7.75°	7.75'	N74°38'35"W	04°26'21"
C52	99.99'	3.44°	3.44'	N77°50'52"W	01°58'12"
C53	325.00'	46.14°	46.10'	N62°54'00"W	08°09'03"
C54	325.00'	92.96°	92.65'	S72°05'20"E	18°23'16"
C55	117.34'	21.96°	21.93'	S85°05'08"E	10°43'26"

LAND USE SCHEDULE

USE	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS	210,032	4.822	34
OPEN SPACE LOT	239,250	5.492	1
ROW DEDICATION	55,666	1.278	
TOTAL	504,948	11.592	35
TOTAL OVERALL	504,948	11.592	35

STREET NAME	STREET WIDTH	ROW WIDTH	STREET LENGTH
DINAH DRIVE	28'	50'	497 L.F.
YVETTE COVE	28'	50'	278 L.F.
TOTAL:			775 L.F.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, ENAD83/LARN



8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

RESERVE AT LYNNBROOK
(A SMALL LOT SUBDIVISION)
FINAL PLAT

SHEET
4
OF
4

CASE # (C81-2011-0107.1A)

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Lynnbrook Reserve, Ltd., (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 "Reserve @ Lynnbrook" (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: Lynnbrook Reserve, Ltd.
Waterloo Development, Inc.
P.O. Box 27335
Austin, Tx 78755

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.

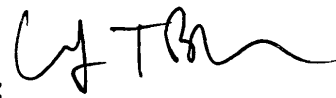
TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By:



Name: Chris Blackburn
Title: President Waterloo Development Inc,
Authorized Representative General Partner
Date: 2-6-12

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of ^{6th} February, 2012, by
Chris Blackburn, in the capacity stated herein.

Signature of Notary

Samm Hammond

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

EXHIBIT A

BEING A 11.563 ACRE TRACT LOCATED IN THE WALKER WILSON SURVEY No. 2, TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT 11.580 ACRE TRACT CONVEYED TO BOYCE R. BROWN AND DESCRIBED IN DOCUMENT NUMBER 2000053188, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 11.563 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch iron pipe found for the northeast corner of said Brown tract, same being the northwest corner of that 5.71 acre tract described in a deed to R. Hoffman et ux in Vol. 5411 Pg. 474, Deed Records Travis County, Texas, also being in the south line of Lynnbrook Drive and the **POINT OF BEGINNING**;

THENCE with the east line of the said Brown tract, same being the west line of the said Hoffman tract S02°27'00"W a distance of 1165.58 feet to a 60d nail found for the south common corner of said Brown and Hoffman, also being in the north line of Lot 29, Block A, The Reserve at Slaughter Creek, a subdivision of record in Document No. 200400346, Official Public records, Travis County, Texas, for the southeast corner of this tract;

THENCE with the north line of said Lot 29 N88°56'26"W a distance of 356.02 feet to a 3/4 inch iron pipe found for the southwest corner of said Brown tract, same being in the north line of said Lot 29 and also being the southeast corner of Lot 1 Block A, Bauerle Ranch, a subdivision of record in Document No. 200100379, Official Public Records, Travis County Texas;

THENCE leaving the north line of said Lot 29 and with the east line of lots 1, 108, and 110 thru 114, Block A of said Bauerle Ranch the following five (5) courses and distances:

1. N03°13'58"W a distance of 926.81 feet to a 1/2 inch iron rod with cap found at the east common corner of Lot 108 and Lot 110;
2. N03°15'50"W a distance of 152.26 feet to a 1/2 inch iron rod with cap found at the east common corner of Lot 111 and Lot 112;
3. N03°16'55"W a distance of 49.91 feet to a 1/2 inch iron rod with cap found at the east common corner of Lot 112 and Lot 113;
4. N03°09'20"W a distance of 50.08 feet to a 1/2 inch iron rod with cap found at the east common corner of Lot 113 and Lot 114, and;
5. N03°03'08"W a distance of 67.44 feet to a 1/2 inch iron rod with cap found in the south line of said Lynnbrook dr. same being the northwest corner of this tract and the northeast corner of said Lot 114,

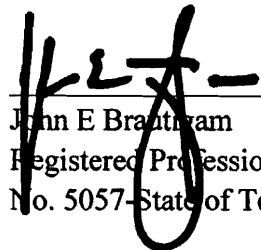
THENCE with the south line of Lynnbrook Dr. the following four (4) courses and distances:

1. with the arc of a curve to the left a distance of 78.13 feet, through a central angle of $89^{\circ}31'51''$, with a radius of 50.00 feet, and whose chord bears $S76^{\circ}45'35''E$, a distance of 70.42 feet to a 1/2 inch iron rod found,
2. with the arc of a curve to the right a distance of 28.29 feet, through a central angle of $59^{\circ}44'28''$, with a radius of 27.13 feet, and whose chord bears $N74^{\circ}09'57''E$, a distance of 27.02 feet to a 1/2 inch iron rod found,
3. $S80^{\circ}22'20''E$ a distance of 298.02 feet to a 1/2 inch iron rod found, and
4. with the arc of a curve to the right a distance of 92.22 feet, through a central angle of $16^{\circ}00'35''$, with a radius of 330.02 feet, and whose chord bears $S72^{\circ}16'30''E$, a distance of 91.92 feet to the **POINT OF BEGINNING** and containing 11.563 acres of land more or less.

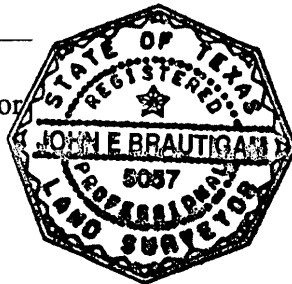
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during June 2011, and is true and correct to the best of my knowledge and belief.

June 28, 2011



John E Brautigam
Registered Professional Land Surveyor
No. 5057 - State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745