



Travis County Commissioners Court Agenda Request

Meeting Date: 7/10/12

Prepared By/Phone Number: Gayla Dembkowski Phone #: -8547642

Division Director/Manager: Randy Nicholson

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a proposed street name assignment for an easement off Lohmans Ford Road and a street name change from Valley Hill Drive in Point Venture Section 2 Phase 1 to be known as "District Lane" in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Consider and take appropriate action on a proposed street name assignment for a private easement off Lohmans Ford Road and a street name change from Valley Hill Drive in Point Venture Section Two Phase One to be known as "District Lane", in Precinct Three.

STAFF RECOMMENDATIONS:

The Travis County Address coordinating Committee was notified of the need for a street name assignment due to an ordinance made by the Village of Point Venture vacating the right of way that was once the only access into their subdivision. Their only option was to gain access through private properties. Access easements were obtained and recorded. They now need a new street location address for emergency assistance and deliveries. The property owners chose "District Lane" for the name of the easement and also a street name change from Valley Hill Drive to "District Lane" in Point Venture Section 2 Phase 1.

The Address Coordinating Committee recommends the street name "District Lane". This street name assignment does not imply Travis County maintenance in any way. Street signs will be the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

This street name assignment is not on a road Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.



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FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Maps

Documents

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Randy Nicholson	Planning Manager	TNR	854-4603

CC:

: :

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for a street name assignment along with a street name change;

WHEREAS, the majority of property owners chose "District Lane" for a street name assignment for the easement and dedicated road; and

WHEREAS, a public hearing was held on July 10, 2012, pursuant to the street name assignment.

THEN BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the road be named as follows:

PRECINCT THREE:

A PRIVATE EASEMENT AND
A DEDICATED ROAD TO BE KNOWN AS
"DISTRICT LANE"

PASSED AND ADOPTED THE _____ DAY OF _____, 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

KAREN HUBER,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, JULY 10, 2012 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS EASEMENT IS OFF LOHMANS FORD ROAD TO BE KNOWN AS **“DISTRICT LANE”**.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

IN RE

**PETITION FOR ROAD NAME
CHANGE AND FOR NAMING OF
PRIVATE ROAD**

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**BEFORE THE TRAVIS COUNTY
COMMISSIONERS COURT**

**PETITION FOR ROAD NAME CHANGE AND FOR
NAMING OF PRIVATE ROAD**

1. This Petition is submitted by the following property owners:
 - a. Colby Bandow and wife Jennifer Bandow, who are the owners of property located at 505 Valley Hill Drive, Lago Vista, Travis County, Texas 78654; and
 - b. Chris Lum and wife Pamela Lum, who are the owners of property located at 503 Valley Hill Drive, Lago Vista, Travis County, Texas 78654.
2. Petitioners' properties are located in Point Venture II Section I, a seven (7) lot subdivision located in Travis County, Texas. A copy of the subdivision plat is attached as **Exhibit A**.
3. Mr. and Mrs. Bandow own Lot 5 in Point Venture II Section I, which is improved with a residential home.
4. Mr. and Mrs. Lum own Lot 4 in Point Venture II Section I, which is improved with a residential home.
5. The sole legal access to a public right-of-way for Petitioners' properties is from:
 - a. their properties across the dedicated street currently named Valley Hill Drive shown on the attached plat of Point Venture II Section I; and
 - b. thence across a private road (presently unnamed) by recorded access easement to reach Lohman's Ford Road, a public right-of-way.
6. The street currently named Valley Hill Drive shown on the attached plat of Point Venture II Section I does not physically or legally connect to the street of the same name in the main Point Venture subdivision.

- a. Attached as **Exhibit B** is a copy of Ordinance No. 2002-06-02 adopted by the Village of Point Venture which closed the prior connection between Point Venture II Section I and the main Point Venture subdivision.
 - b. Attached as **Exhibit C** is a photograph showing the physical blockade of the prior access to Petitioners' properties to and from the main Point Venture subdivision.
 - c. Point Venture II Section I is not a part of the main Point Venture subdivision, but was an independently platted subdivision.
7. Attached as **Exhibit D** is a copy of the Easement Agreement for Access pursuant to which Mr. and Mrs. Bandow have a recorded access easement to cross property owned by Travis County Municipal Utility District No. 10 to reach Lohman's Ford Road, a public right-of-way, from the Point Venture II Section I subdivision.
 8. Attached as **Exhibit E** is a copy of the Easement Agreement for Access pursuant to which Mr. and Mrs. Lum have a recorded access easement to cross property owned by Travis County Municipal Utility District No. 10 to reach Lohman's Ford Road, a public right-of-way, from the Point Venture II Section I subdivision.
 9. According to the records of the Travis Central Appraisal District, the five (5) other lots in Point Venture II Section I are presently owned by Waterford LT Partners LP, whose address is 8214 Westchester Drive, Suite 735, Dallas, Texas 75225-6129 as shown on the records of the Travis Central Appraisal District.
 10. As confirmed by the letter from Kent Neal McMillian, R.P.L.S. attached as **Exhibit F**, the five (5) lots in Point Venture II Section I owned by Waterford LT Partners LP are vacant and unimproved lots not reasonably suited for development.
 - a. Lots 1, 2, and 3 in Point Venture II Section I owned by Waterford LT Partners LP are encumbered by the septic system disposal easement shown on the plat for Point Venture II Section I.
 - b. The topography of Lots 6 and 7 in Point Venture II Section I owned by Waterford LT Partners LP renders them unsuitable for reasonable development.
 11. A copy of this Petition has been sent by Certified Mail, Return Receipt Requested No. 7196 9008 9111 0749 9805 to Waterford LT Partners LP at the address shown on the records of the Travis Central Appraisal District.

12. By this Petition, Petitioners are requesting that:

- a. Valley Hill Drive as shown on the plat of Point Venture II Section I be renamed District Lane; and
- b. The contiguous private easement road across the land owned by Travis County Municipal District No. 10 also be named District Lane.

13. As confirmed by the letter attached as **Exhibit G**, Travis County Municipal Utility District No. 10 consents to the naming of the private easement road across its property as District Lane, which will be a private road.

14. Petitioners acknowledge and agree that if this Petition is granted that the United States post office address for their properties will change to the new road name.

15. Petitioners request that this Petition be granted by the Commissioners Court in order that emergency service personnel may locate their respective properties in the event of an emergency. Because of the confusion that presently exists because of two streets of the same name in the same area that do not connect with each other, Petitioners respectfully submit that public safety considerations warrant the granting of their Petition.

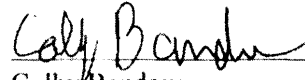
Dated: June 5, 2012.

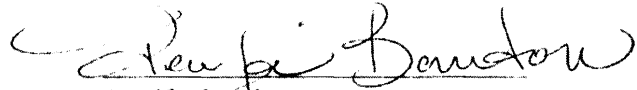
Respectfully submitted,



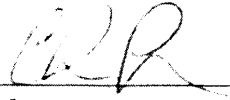
Frank Oliver
State Bar No. 15260900
Oliver & Oliver, P.C.
P.O. Box 489
Austin, Texas 78767-0489
(512) 740-0363
(512) 233-2204 Fax
Attorney for Petitioners

Petitioners:


Colby Bandow


Jennifer Bandow

Petitioners:

A handwritten signature in cursive script, appearing to read "Chris Lum", written over a horizontal line.

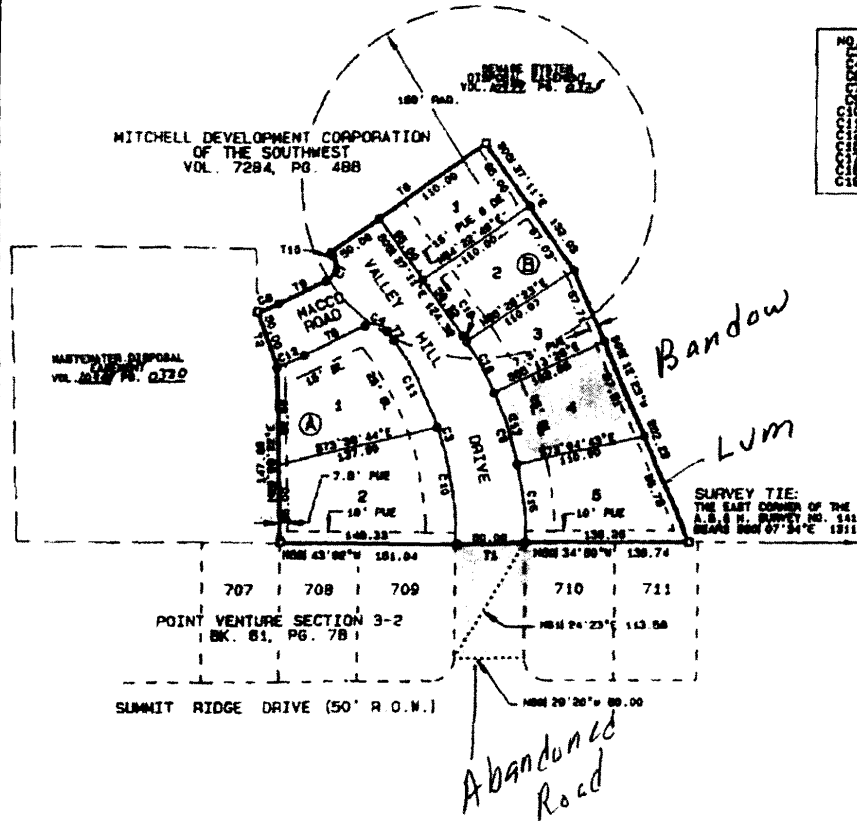
Chris Lum

A handwritten signature in cursive script, appearing to read "Pamela Lum", written over a horizontal line.

Pamela Lum

EXHIBIT A

POINT VENTURE



NO.	BEARING	DIST.
1	N 89° 52' 00" E	180.50
2	N 89° 52' 00" E	18.48
3	N 89° 52' 00" E	28.84
4	N 89° 52' 00" E	183.87
5	N 89° 52' 00" E	88.80
6	N 89° 52' 00" E	82.84
7	N 89° 52' 00" E	82.84
8	N 89° 52' 00" E	82.84
9	N 89° 52' 00" E	82.84
10	N 89° 52' 00" E	82.84

LDT ACRE	
LOT NO.	BLOCK
1	A
2	B
3	B
4	B
5	B
6	B
7	B
8	B
9	B
10	B



STATE OF TEXAS
COUNTY OF TRAVIS

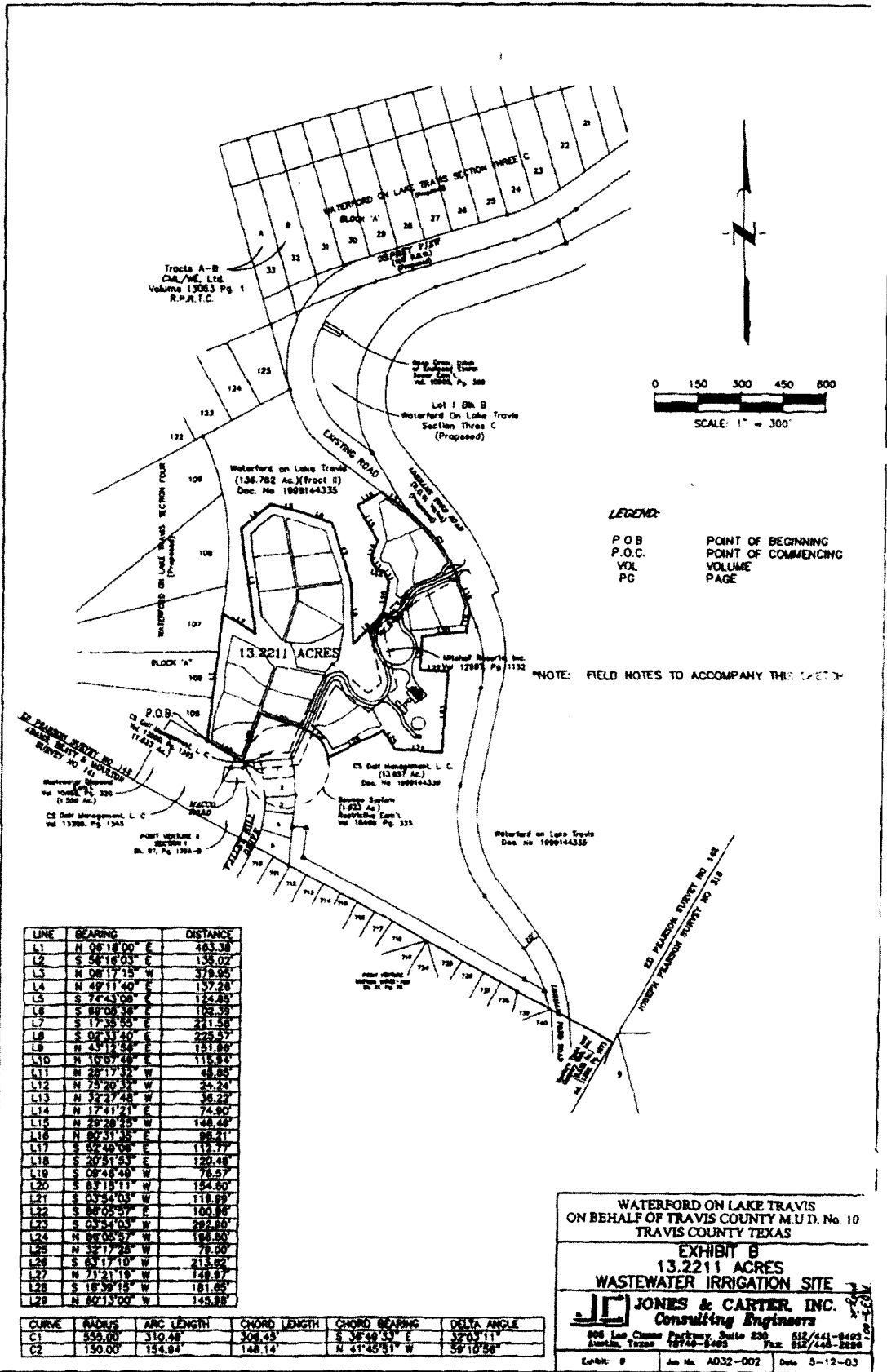
KNOW ALL MEN BY THESE PRESENTS

THAT Mitchell Development Corporation of the Southwest, a Delaware corporation, having its home office in The Woodlands, County of Montgomery, Texas, acting herein by and through Roger L. Gelatas, President, owner of 321.07 acres of land, designated as Tract 1, in the Joseph Pearson Survey No. 316, the Ed Pearson Survey No. 142, and the A. B. & M. Survey No. 141, situated in Travis County, Texas, conveyed to Mitchell Development Corporation of the Southwest by deed recorded in Volume 7284, Page 488 of the Deed Records of Travis County, Texas, does hereby subdivide 1.868 acres of land in accordance with the attached plat to be known as:

"POINT VENTURE II SECTION I"

and does hereby dedicate to the public use of all streets and easements shown hereon, subject to any easements heretofore granted and not released, and does further impose upon all lots shown hereon the following restrictions listed below which shall be enforceable by the City of Austin, Travis County and/or the owners of such lots.

See additional restrictions affecting this subdivision see



LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- VOL VOLUME
- PG PAGE

NOTE: FIELD NOTES TO ACCOMPANY THIS SURVEY

LINE	BEARING	DISTANCE
L1	N 09°18'00" E	483.30
L2	S 59°18'03" E	136.07
L3	N 08°17'15" W	379.95
L4	N 49°11'40" E	137.28
L5	S 73°43'08" E	124.83
L6	S 89°08'38" E	102.39
L7	S 17°38'33" E	221.34
L8	S 06°11'40" E	225.57
L9	N 43°12'39" E	151.82
L10	N 10°07'48" E	115.84
L11	N 25°17'32" W	45.85
L12	N 75°20'32" W	24.24
L13	N 52°27'48" W	36.22
L14	N 17°41'21" E	74.80
L15	N 25°28'25" W	148.48
L16	N 80°31'35" E	86.21
L17	S 52°48'08" E	112.77
L18	S 20°51'53" E	120.48
L19	S 08°48'48" W	78.57
L20	S 83°19'11" W	134.80
L21	S 03°54'03" W	118.89
L22	S 88°09'37" E	100.84
L23	S 03°54'03" W	282.80
L24	N 88°09'37" W	196.80
L25	N 32°17'28" W	78.00
L26	S 63°17'10" W	213.82
L27	N 71°21'18" W	148.87
L28	S 18°59'18" W	181.85
L29	N 80°12'00" W	145.88

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	555.00	310.48	308.45	S 38°49'31" E	37°03'11"
C2	150.00	154.84	148.14	N 41°45'31" W	59°18'56"

WATERFORD ON LAKE TRAVIS
 ON BEHALF OF TRAVIS COUNTY M.U.D. No. 10
 TRAVIS COUNTY TEXAS

EXHIBIT B
13,221 ACRES
WASTEWATER IRRIGATION SITE

JONES & CARTER, INC.
 Consulting Engineers

806 Lee Clason Parkway, Suite 200
 Austin, Texas 78748-1825
 Tel: 512/441-8400
 Fax: 512/441-8440

Exhibit # Jan No. A032-002 Date 5-12-03

EXHIBIT B

ORDINANCE NO. 2002-06-02

AN ORDINANCE OF THE VILLAGE OF POINT VENTURE, TEXAS, PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, SEVERABILITY, AN EFFECTIVE DATE, PROPER NOTICE AND A MEETING

WHEREAS, the Village of Point venture has been requested and petitioned to abandon for the purposes of public transportation a portion the 500 block of Valley Hill Drive, a dead end street within the limits of the Village of Point Venture; and

WHEREAS, the Petitioner is requesting only that the abandonment of the road shall apply to general public transit and recognizes that an easement is to be retained by the Village of Point Venture for purposes of use by emergency vehicles in the event of an emergency occurring in the adjoining subdivision; and

WHEREAS, the Village Council finds that is in the public interest to not reconstruct and maintain the deteriorated unuseful portion of roadway for which abandonment is sought; and

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF POINT VENTURE, TEXAS THAT:

- (1) The portion of the 500 block of Valley Hill Drive located in Section 3-2, Point Venture Subdivision and that is within the limits of the Village of Point Venture is hereby abandoned, vacated and closed insofar as the right, title or easement of the general public is concerned.
- (2) The Village of Point Venture hereby reserves and easement across the abandoned, vacated and closed portion of the 500 block of Valley Hill Drive for use only by Fire Department, Emergency Medical Service and Law Enforcement emergency vehicles in events of an emergency occurring in the adjoining subdivision.
- (3) No above ground structures shall be placed upon the abandoned right of way nor shall any plantings be placed of such nature as to block access of emergency vehicles to the northern most end of the dead end portion of the 500 block of Valley Hill Drive without prior written approval from the Village of Point Venture Council.
- (4) A legal description of the portion of the 500 block of Valley Hill Drive that is hereby abandoned, vacated and closed shall be attached to this Ordinance along with a map showing its location.
- (5) This ordinance shall take effect and be in full force immediately upon its final passage and approval.

- (6) If any section, subsection, sentence, clause, phrase or portion to this Ordinance is for any reason held invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

A quorum of the Village Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED, this 3rd day of June, 2002, by a 4 to 0 vote, with 1 abstaining of the Village Council of the Village of Point Venture, Texas.

EXHIBIT C





EXHIBIT D



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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR ACCESS

Effective Date:	January 1, 2011
County for Recording:	Travis County, Texas
Grantor:	Travis County Municipal Utility District No. 10
Grantor's Mailing Address:	Allen Boone Humphries Robinson LLP Phoenix Tower 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
With Copy To:	Harvey Reiter, President
Address For Copy:	1405 Osprey Ridge Loop Lago Vista, Texas 78645
Grantee: (whether one or more)	Colby Lewis Bandow and wife Jennifer Michelle Bandow
Grantee's Mailing Address:	505 Valley Hill Drive Point Venture, Texas 78645-8607
Servient Estate: (Burdened by the Easement)	A strip of land twenty-five feet (25') in width in Travis County, Texas, described more particularly on <u>Exhibit A</u> (pages 1-15) attached hereto and incorporated herein by reference for all purposes.
Easement:	The Easement is located on the Servient Estate as described in <u>Exhibit A</u> (pages 1- 15) and depicted on <u>Exhibit A</u> (pages 16-18) attached hereto and incorporated herein by reference for all purposes.
Dominant Estate: (Benefited by the Easement)	The real property in Travis County, Texas described more particularly on <u>Exhibit B</u> attached hereto and incorporated herein by reference for all purposes.

Easement Purpose:	Free and uninterrupted pedestrian and vehicular ingress and egress to and from the Dominant Estate and the public right-of-way and road now known as Lohman's Ford Road. No other use is permitted.
Ancillary Rights:	Access to the Easement for repair, maintenance, and improvement thereto as reasonably necessary for use of the Easement as an all-weather pedestrian and vehicular ingress and egress to and from the Dominant Estate and the public right-of-way and road now known as Lohman's Ford Road, and including at the sole cost of Grantee the installation and maintenance on the Servient Estate of identification and/or directional signage to the Dominant Estate, as described below, such signage to be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed.
Permitted Users:	Grantee and Grantee's successors and assigns as owners, mortgagees, and tenants of the Dominant Estate, and their respective family members, guests, invitees, and further including emergency medical service, law enforcement, fire department, and other governmental personnel.
Restrictions on Use of the Easement by Grantee:	<ol style="list-style-type: none"> 1. Use of the Easement shall not interfere with Grantor's utility operations or with construction, expansion, modification, improvement, repair, or maintenance of Grantor's utility system. 2. Vehicles using the Easement shall travel only at a safe and prudent speed appropriate to the condition of the route. 3. All repairs, maintenance, and improvements to the Easement shall be performed in a good and workmanlike manner at no cost to Grantor or Grantor's successors or assigns. All repairs, maintenance, and improvements on the Easement shall be prosecuted to completion with reasonable promptness and without interference to Grantor's utility operations or utility system. Grantee shall notify Grantor in advance of any such work and shall not proceed with any such work without Grantor's prior written consent, which consent shall not be unreasonably withheld or delayed. 4. Grantee shall not allow any trash, refuse, or debris to be placed, deposited, or allowed to accumulate on the Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and agreed, Grantor hereby grants, sells, and conveys unto Grantee, for the benefit of the Dominant Estate and for the benefit of Grantee and Grantee's successors and assigns as the owners of the Dominant Estate, a non-exclusive easement appurtenant over, on, and across the Servient Estate at the location depicted on Exhibit B for:

- (a) use for the Easement Purpose by the Permitted Users, and**
- (b) the exercise of the Ancillary Rights by Grantee and Grantee's successors and assigns as owners, tenants, and mortgagees of the Dominant Estate;**

together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Use of the Easement shall be perpetual and irrevocable except as specifically set forth herein.

The Easement is appurtenant to and runs with all or any portion of the Dominant Estate, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Servient Estate for all purposes, including ingress and egress, that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement for the Easement Purpose by the Permitted Users or the exercise of the Ancillary Rights by Grantee and Grantee's successors and assigns as owners, tenants, and mortgagees of the Dominant Estate.

Grantor represents and warrants to Grantee and Grantee's successors and assigns that Grantor is the owner of the Servient Estate, which is free and clear of liens and encumbrances, and that Grantor is fully empowered and authorized to execute and deliver this Easement Agreement for Access and to grant the Easement.

Grantee and Grantee's successors and assigns shall use the Easement only for the Easement Purpose (defined above) and shall not use the Easement for any of the Prohibited Uses (defined above). The use of the Easement by Grantee and Grantee's successors and assigns shall not interfere with Grantor's utility operations or with construction, expansion, modification, improvement, repair, or maintenance of Grantor's utility system.

ADDITIONAL AGREEMENTS AND COVENANTS:

- 1. The Permitted Users assume all risk of injury in their use and enjoyment of the Easement, and Grantor and its officers, directors, consultants, attorneys, and all other persons in privity with them or any of them shall have no responsibility or liability therefor.**

2. The Permitted Users shall comply with the Restrictions in their use and enjoyment of the Easement.

3. **TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS AND REGULATIONS, GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, CONSULTANTS, ATTORNEYS, AND ALL OTHER PERSONS IN PRIVITY WITH THEM OR ANY OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST EVERY CLAIM, LOSS, DAMAGE, INJURY, COST, EXPENSE, JUDGMENT OR LIABILITY OF EVERY KIND OF CHARACTER WHATSOEVER, IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY, ARISING DIRECTLY OR INDIRECTLY FROM OR DUE TO THE USE OF THE ACCESS EASEMENT BY GRANTEE, EMERGENCY MEDICAL SERVICE, LAW ENFORCEMENT, FIRE DEPARTMENT PERSONNEL, GRANTEE'S FAMILY MEMBERS, GUESTS, AND/OR INVITEES ARISING FROM OR RELATED TO THE ACCESS EASEMENT, REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OF CHARACTER WHATSOEVER, WHETHER GROSS, ACTIVE, OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (THIRD) OF TORTS, OF ALL OR ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY IS IMPOSED UPON ALL OR ANY OF THE INDEMNIFIED PARTIES BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER (WHETHER SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE) OF ALL OR ANY OF THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION OF GRANTEE SHALL ALSO INCLUDE THE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY INDEMNIFIED PARTIES IN ENFORCING THIS INDEMNIFICATION OBLIGATION. THIS INDEMNIFICATION OBLIGATION OF GRANTEE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATIONS ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR PARTIES UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFITS ACTS.**

4. The Easement shall remain open for continuous use unless otherwise agreed in writing. Neither Grantor nor Grantee shall install a gate, fencing, boulders, structure, or obstruction across the Easement (including at the intersection of the Easement and Lohman's Ford Road) without the prior written agreement of the Grantor and the Grantee. which agreement shall not be unreasonably withheld or delayed.

5. Grantee may place and maintain signage visible to drivers on Lohman's Ford Road identifying the Easement at the intersection of the Easement with Lohman's Ford Road. Additionally, Grantee shall place and maintain signage at the entrance to the Easement from Lohman's Ford Road that includes the following statement: **"Private Road - No Outlet. Unauthorized use is forbidden. Trespassers will be prosecuted."** Travis County may identify the Easement for emergency services purposes. The design and size of all signage permitted or required by this paragraph shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall be solely responsible for the cost of all signage required or permitted by this paragraph.
6. This Easement Agreement for Access may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. If Grantor or Grantee retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. Any notice required or permitted under this Easement Agreement for Access or otherwise between the parties hereto must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) three (3) business days after deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown above. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
9. If any provision in this Easement Agreement for Access is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement Agreement for Access will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
10. All agreements of Grantor contained herein are binding on and enforceable against Grantor and Grantor's successors and assigns as owners of the Servient Estate.

11. All agreements of Grantee contained herein are binding on and enforceable against Grantee and Grantee's successors and assigns as owners of the Dominant Estate.

SPECIAL TERMINATION PROVISION:

In the future event that the Dominant Estate acquires or is able to acquire uncontested and perpetual paved pedestrian and vehicular ingress and egress by recorded easement appurtenant or by public road dedication connecting the Dominant Estate to the public roads in the Point Venture Subdivision over the previously used extension of Valley Hill Drive shown on the plat of Point Venture II Section I, recorded in Volume 87, Page 136A, Plat Records, Travis County, Texas, with such alternative access to be on terms and conditions that are acceptable to Grantee or Grantee's successors and assigns, which acceptance shall not be unreasonably withheld or delayed, and such alternative access is accepted by recorded instrument executed by the owner and any mortgagee of the Dominant Estate, then and in such event the Easement granted herein shall immediately terminate and be of no further force or effect. This provision imposes no duty or obligation upon Grantee or Grantee's successors and assigns to seek or otherwise undertake to obtain such alternative access or to incur any cost or expense in connection therewith. Unless and until such alternative access may become available, Grantor and Grantee agree that vehicular access from the Point Venture Subdivision to Point Venture II Section 1 shall be blocked by a suitable barricade or other obstruction. The design and placement of the barricade or other obstruction required by this paragraph shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall be solely responsible for the cost of erecting and maintaining the barricade or other obstruction required by this paragraph. However, Grantee and Grantee's successors and assigns hereby assume no liability or responsibility for the actions of trespassers or other unauthorized users of the Easement.

GRANTOR:

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 10

By: Harvey Reiter
Harvey Reiter, President

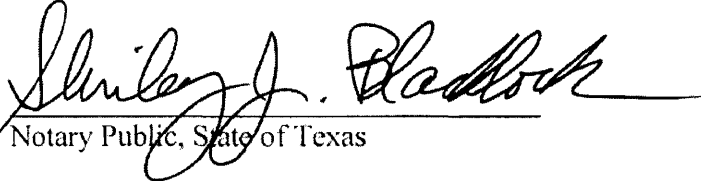
Attest:

[Signature]
Secretary – Board of Directors

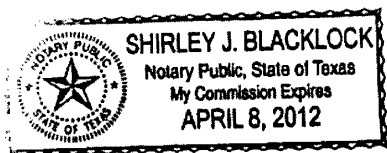
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February, 2011, by Harvey Reiter, President of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 10, on behalf of said municipal utility district.



Notary Public, State of Texas



ACCEPTED BY GRANTEE:

Colby Bandow
COLBY LEWIS BANDOW

Jennifer M Bandow
JENNIFER MICHELLE BANDOW

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of May, 2011, 2011, by Colby Lewis Bandow.

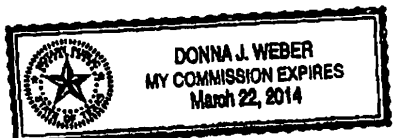


Donna J. Weber
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of May, 2011, 2011, by Jennifer Michelle Bandow.



Donna J. Weber
Notary Public, State of Texas

EXHIBIT A

**Description of the Servient Estate Property
And Depiction of the Easement Thereon**

ATTACHED

25 ft. Strip across M.U.D. No. 10 Site
Ed Pearson Sur. 142, A-2616
Travis County, Texas

Project No. 08-808
FB 366 December 17

A STRIP OF LAND 25 (TWENTY-FIVE) FEET IN WIDTH OUT OF THE ED PEARSON SURVEY NO. 142, ABSTRACT 2616, IN TRAVIS COUNTY, TEXAS;

SAID STRIP OF LAND HERE DESCRIBED RUNNING FROM THE NORTH END OF THAT CERTAIN ROAD KNOWN AS VALLEY HILL DRIVE AS SHOWN UPON THE PLAT OF POINT VENTURE II SECTION I RECORDED IN BOOK 87 AT PAGE 136A AND 136B OF THE TRAVIS COUNTY PLAT RECORDS TO THE WEST LINE OF LOHMAN FORD ROAD, CROSSING THE FOLLOWING THREE TRACTS OR PARCELS OF LAND:

- 1. That certain 10.404 acre tract of land conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No.10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059886 in the Travis County Official Public Records,**
- 2. That certain 13.2211 acre tract of land conveyed by Waterford on Lake Travis, Ltd., Clyde G. Pederson, and CS Golf Management, L.C. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 in the Travis County Official Public Records, and**
- 3. That certain 5.009 acre tract of land designated as Tract 1 conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059885 in the Travis County Official Public Records;**

Said Strip of Land being bounded on the South end by the Right-of-Way of Valley Hill Drive and by the North line of Lot 1 in Block B of POINT VENTURE II SECTION I, being bounded on the North by the West line of the Right-of-Way of Lohman Ford Road, and being 25.00 feet in width, 12.50 feet to each side of the Centerline described below;

That Centerline being described by metes and bounds according to a survey performed upon the ground, completed March 10, 2010 under the direction of Kent Neal McMillan, Registered Professional Land Surveyor, as follows:

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Note that in the following description:

- 1. Bearings of Lines** refer to **Grid North** of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors,
- 2. Distances** are **Horizontal Surface Distances** in units of **US Survey Feet**, computed using a project average Combined Grid Factor of 0.999902.
Surface Distance = Grid Distance / 0.999902.
- 3. "Standard Rod and Cap"** denotes a Punchmark on a 2 in. Aluminum Cap stamped "KENT MCMILLAN, SURVEYOR, RPLS, 4341" and numbered as noted, on a 5/8 in. Iron Rod
- 4. Underlined Numbers** appearing throughout this description are the Point Nos. appearing in the following list of coordinates. Coordinates are in units of **US Survey Feet** and refer to the **Texas Coordinate System of 1983 (Central Zone); NAD83 (CORS96) Epoch 2002.0** as derived from connections to the National CORS network via L1/L2 GPS observations on three different days processed using the National Geodetic Survey's OPUS utility with rapid orbits. The coordinates in the following list were obtained by a combination of GPS and conventional methods and are estimated from analysis of variance to have standard errors in N and E components of less than +/-5mm.

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
51	10113484.671	3035131.684
52	10113481.334	3035137.459
55	10113802.730	3035141.679
56	10113736.233	3035150.511
61	10113852.718	3035023.985
62	10113729.455	3035040.427
63	10113723.825	3035041.117
66	10113574.768	3034957.002
68	10113842.989	3034974.982
69	10113846.177	3034974.589
70	10113838.826	3035111.763
71	10113575.628	3034955.441
72	10114525.222	3035697.966
73	10114766.387	3035509.559
74	10114964.886	3035236.637
75	10113827.104	3034915.602
78	10113779.102	3034889.430
79	10113657.850	3034803.319

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
81	10113646.331	3034824.493
87	10113204.095	3035968.363
90	10112990.183	3036064.891
91	10112991.124	3036063.055
92	10113051.870	3035948.151
94	10114832.680	3035418.220
98	10113773.261	3034580.119
149	10113646.589	3034824.150
161	10113924.100	3034834.066
164	10114428.694	3034879.649
224	10114282.799	3035334.923
234	10113693.107	3035147.283
236	10113943.878	3034263.309
237	10112869.013	3036289.002
238	10112904.318	3036307.284
255	10112870.933	3036289.778
256	10112653.827	3036175.935
260	10114384.877	3034875.691
261	10114832.742	3035418.325
262	10114366.204	3035410.211
270	10113969.365	3035185.623
300	10114549.640	3035687.420
301	10114483.490	3035543.550
302	10114445.478	3035483.396
303	10114426.621	3035461.409
304	10114374.680	3035416.170
305	10114350.749	3035404.675
306	10114274.430	3035390.860
307	10114227.731	3035393.525
308	10114154.320	3035415.680
309	10114114.065	3035356.538
310	10114151.030	3035309.750
311	10114135.462	3035251.662
320	10114538.228	3035692.520
324	10114366.471	3035425.595
331	10114130.844	3035263.276
340	10114560.932	3035682.059
347	10114224.119	3035381.560
350	10114160.837	3035317.498
360	10114360.950	3035536.810
361	10114341.844	3035453.870
362	10114256.620	3035489.251
363	10114143.487	3035379.783

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
364	10114121.608	3035286.505
367	10113952.124	3035178.768
368	10113929.204	3035115.487
369	10113907.034	3035061.684
370	10113882.664	3035038.821
377	10113947.506	3035190.382
381	10113853.038	3035026.393
387	10113956.741	3035167.153
391	10113849.599	3035000.433
392	10113968.748	3035136.956
393	10113896.251	3035097.596
394	10113917.817	3035025.771
395	10113845.169	3035052.740
396	10113867.217	3035133.114
397	10113851.292	3035013.216

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COMMENCING FOR REFERENCE at a Standard Rod and Cap No.255 (also stamped "V2269 P103, 255") set (built a large Rock Mound around it consisting of more than 10 Large to Medium-size Rocks found scattered approximately 3 ft. downslope from the position of the Rod and Cap and taken for the remains of a very old Rock Mound) said Rod and Cap No.255 being thought by the evidence presently before the undersigned surveyor to be the East corner of the 320 acre Survey 141 made by virtue of Certificate No. 537 issued to Adams, Beaty & Moulton, Abstract 2183, and a Southeast corner of the 320 acre Ed Pearson Survey 142, Abstract 2616, and said Rod and Cap marking the South corner of that certain 321.07 acre tract of land conveyed by Wesley Pearson et al. to Masao Yoshioka and Wallace S. Fujiyama as described in Warranty Deed dated November 11, 1960 recorded in Volume 2269 at Page 103 of the Travis County Deed Records (TCDR), the same corner mistakenly described in the deed to Yoshioka and Fujiyama as "the recognized most Easterly corner of A. B.& M. Survey No. 142", noting that from Rod and Cap No.255 in Rock Mound:

- a 1/2 in. Galvanized Iron Pipe No.238 found in an old Rock Mound (more than 15 Large to Medium-size Rocks) bears N27°40' 16"E, 37.70 ft., said Pipe No.238 being taken for the identical "Iron Stake" placed by C.A. Richey, LSLs in 1940 to mark the Northeast corner of Lot 18 according to the plat entitled "Map showing the Subdivision of Lots Out of the Jos. Pearson Survey & The Tompkins Survey No. 120 Located on Marshall Ford Lake, Travis County, Texas" recorded in Book 4 at Page 196 of the Travis County Plat Records (TCPR), the Rock Mound around Pipe No.238 having evidently been built in 1940 or thereafter,

- an old 3/4 in. Iron Pipe No.256 found bears S27°40'16"W, 245.17 ft., said Pipe marking the West common corner of Lots 19 and 20 shown upon the last-mentioned subdivision plat,
- a 60d Nail No.236 found in an old Rock Mound bears N62°06'01"W, 2293.21 ft., said Nail No.236 in old Rock Mound being taken as marking a reentrant corner on the Southwest line of the 321.07 acres conveyed to Yoshioka and Fujiyama as described in Volume 2269 at Page 103 TCDR and the original Northeast corner of that certain 80 acre tract out of the West part of Adams, Beaty & Moulton Survey 141 conveyed by Mrs. Alice M. Costley, individually as administratrix of the Estate of S.L. Costley, Deceased, to S.C. Pearson as described in Warranty Deed dated August 30, 1928 recorded in Volume 419 at Page 570 TCDR, said Nail No.236 in old Rock Mound marking a point on what is evidently the recognized Northeast line of Survey 141 and Southwest line of the Ed Pearson Survey 142
- a 1/2 in. Iron Rod No.237 found in Concrete bears S22°00'W, 2.07 ft.

THENCE N62°04'15"W, 256.64 ft. to an old 60d Nail No.91 found in Concrete on the West line of Lohman Ford Road at the South end of a 480.00 ft. radius curve, and taken for the identical "steel pin" described as marking the Southwest corner of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 of the Travis County Real Property Records (TCRPR), same being the true South corner of that certain 13.857 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management L.C. by Special Warranty Deed dated October 4, 1999 recorded as Doc. No. 1999144339 Travis County Official Public Records (TCOPR), noting that from Nail No.91:

- an old 1/2 in. Iron Rod No.87 found on the West line of Lohman Ford Road, marking the North end of said curve, bears N23°58'16"W, 233.10 ft.,
- a 1/2 in. Iron Rod No.90 found bears S62°52'E, 2.06 ft.,
- an old 3/8 in. Iron Rod No.92 found marking the North common corner of Lots 738 and 739 of POINT VENTURE SECTION THREE-2, a subdivision according to the plat recorded in Bk.61 at Pg.78 TCPR bears N62°08'10"W, 129.99 ft.;

THENCE N62°05'37"W, 1047.50 ft. to an old 3/8 in. Iron Rod No.52 found marking the North common corner of Lots 711 and 712 of POINT VENTURE SECTION THREE-2,

THENCE N59°58'45"W, 6.67 ft. to a 1/2 in. Iron Rod No.51 found marking the Southeast corner of Lot 5 in Block B of POINT VENTURE II SECTION I, according to the plat recorded in Book 87 at Page 136A-136B TCPR, and noting that from Rod No.51:

- Rod and Cap No.255 in Rock Mound bears S62°04'42"E, 1310.80 ft.
- an old 1/2 in. Iron Rod No.66 found marking the Northeast corner of Lot 709 of POINT VENTURE SECTION THREE-2 bears N62°29'54"W, 138.75 ft. and N63°14'24"W, 57.82 ft.
- an old 3/8 in. Iron Rod No.81 found (with top section severely bent, bottom section plumb, straightened Rod and reset it in the position of the base) marking the North common corner of Lots 707 and 708 of bears N62°29'54"W, 138.75 ft.; N63°14'24"W, 57.82 ft.; and N61°37'42"W, 150.61 ft.
- an old 1/2 in. Iron Rod No.71 found marking the Southeast corner of Lot 2 in Block A of POINT VENTURE II SECTION I bears N62°29'54"W, 138.75 ft.; N63°14'24"W, 57.82 ft.; and N61°09'W, 1.78 ft.

THENCE along the East line of Block B of POINT VENTURE II SECTION I, N4°16'48"E,

- at 138.76 ft. passing an Unmarked Point at the Beginning Corner of that certain 10.404 acre tract of land conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No. 10 as described in Special Warranty Deed dated April 13, 2009, recorded as Doc. No. 2009059886 TCOPR,
- at 209.04 ft. passing Point No.234 at the intersection of the 150.00 ft. radius circular boundary of that certain 1.623 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR, same 1.623 acre tract being subject to that Sewage System Restriction Easement described in instrument dated November 19, 1987 recorded in Volume 10499 at Page 325 TCRPR, and from which Point No.234 a Point No.70 at the Center of the 0.72 ft. o.d. Steel Pipe Casing of a Water Well at the center of the 1.623 acre tract bears N13°41'57"W, 150.00 ft.

in all, N4°16'48"E, 252.29 ft. to an old 1/2 in. Iron Rod No.56 found marking the East common corner of Lots 2 and 3 and an Angle Point on the West line of the 10.404 acre Travis County Municipal Utility District No. 10 tract, and from which Rod No.56:

- an old 1/2 in. Iron Rod No.63 found marking the West common corner of said Lots 2 and 3 bears S83°31'44"W, 110.11 ft.;

THENCE continuing along the East line of Block B N7°33'56"W, 67.09 ft. to an old 1/2 in. Iron Rod No.55 found marking the East common corner of Lots 1 and 2;

THENCE N 7°33'56"W, 65.06 ft. to a 1/2 in. Iron Rod No.396 (found it leaning, evidently disturbed, and reset it plumb in this position) marking the Northeast corner of Lot 1 and a reentrant corner on the West line of the 10.404 acre Travis County Municipal Utility District No. 10 tract;

THENCE along the North line of Lot 1, same being the line of the 10.404 acre tract, S82°25'54"W, 110.10 ft. to an old 1/2 in. Iron Rod No.61 found marking the Northwest corner of Lot 1 at the North end of Valley Hill Drive as shown upon the plat of POINT VENTURE II SECTION I, noting that from said Rod No.61,

- an old Iron Rod No.62 found on the East line of Valley Hill Drive at the North end of a curve bears S7°35'52"E, 124.37 ft.,
- an old Iron Rod No.69 found on the West line of Valley Hill Drive at its North end bears S82°27'24"W, 49.83 ft., said Rod marking also a corner of the 10.404 acre tract, and
- an old Iron Rod No.68 found on the West line of Valley Hill Drive bears S82°27'24"W, 49.83 ft. and S7°01'40"E, 3.21 ft.;

THENCE along the North end of Valley Hill Drive, same being a South line of the 10.404 acre Travis County Municipal Utility District No. 10 tract, S82°27'24"W, 10.86 ft. to Point No.397 from which:

- a Standard Rod and Cap No.391, set for reference bears S82°27'24"W, 12.90 ft. and
- a Standard Rod and Cap No.381 set for reference bears N82°27'08"E, 13.29 ft.;

Point No.397 being the **POINT OF BEGINNING** of the Centerline of the Strip of Land here described and the beginning of a 40.00 ft. radius curve in said Centerline, and from Point No.397:

- Point No.395 at the Center of said curve bears S81°11'37"E, 40.00 ft.,

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- 1) **THENCE FROM THE POINT OF BEGINNING** along the Centerline of the Strip of Land here described, into the 10.404 acre Travis County Municipal Utility District No. 10 tract, in a Northeasterly direction along said 40.00 ft. radius curve for an arc

distance of 42.46 ft., the chord of said arc bearing **N39°13'12"E, 40.50 ft.** to Point No.370 at the beginning of a 37.50 ft. radius curve to the left, and from Point No.370:

- Point No.394 at the center of said curve bears N20°22'00"W, 37.50 ft.;
- 2) **THENCE** in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 34.64 ft., the chord of said arc bearing **N43°10'22"E, 33.42 ft.** to Point No.369 at the beginning of a 37.50 ft. radius curve to the right, and from Point No.369:
- Point No.393 at the center of said curve bears S73°17'16"E, 37.50 ft.;
- 3) **THENCE** in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 66.62 ft., the chord of said arc bearing **N67°36'19"E, 58.20 ft.** to Point No.368 at the beginning of a 45.00 ft. radius curve to the left, and from Point No.368:
- Point No.392 at the center of said curve bears N28°29'54"E, 45.00 ft.;
- 4) **THENCE** in a Westerly direction along said 45.00 ft. radius curve for an arc distance of 76.04 ft., the chord of said arc bearing **N70°05'25"E, 67.31 ft.** to Point No.367 at the end of said curve, and from Point No.367:
- a Standard Rod and Cap No.387 set for reference bears N68°19'03"W, 12.50 ft. and
 - a Standard Rod and Cap No.377 set for reference bears S68°19'03"E, 12.50 ft.;
- 5) **THENCE N21°40'57"E, 18.56 ft.** to Point No.270 at the intersection of the 150.00 ft. radius circular boundary of the certain 1.623 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR, same 1.623 acre tract being subject to that Sewage System Restriction Easement described in instrument dated November 19, 1987 recorded in Volume 10499 at Page 325 TCRPR, the curving boundary of said 1.623 acre tract being the South line of that certain 13.2211 acre tract of land conveyed by Waterford on Lake Travis, Ltd, Clyde G. Pederson, and CS Golf Management, L.C. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 of the Travis County Official Public Records (TCOPR) as fixed by the

adjoiner call in the description attached thereto, and being the North line of the 10.404 acre Travis County Municipal Utility District No. 10 tract as also fixed by adjoiner calls, and noting that from Point No.270 :

- a Point No.70 at the Center of the 0.72 ft. o.d. Steel Pipe Casing of the Water Well at the center of the 1.623 acre tract bears S29°30'05"W, 150.00 ft., Point No.70,
- an old 1/2 in. Iron Rod No.75 found on the North line of Macco Road, marking the East end of a 185.00 ft. radius curve shown upon the plat of POINT VENTURE II SECTION I bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft., and
S28°05'19"W, 44.60 ft.,

said Rod No.75 marking also an Angle Point on the East line of that certain 1.550 acre tract conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described by metes and bounds in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR (the East line of the 1.550 acres not being correctly delineated on the plat of POINT VENTURE II SECTION I and considering the actual description by metes and bounds to control);

- an old 1/2 in. Iron Rod No.78 found marking the Northwest corner of Lot 1 in Block A of POINT VENTURE II SECTION I and an Angle Point on the East line of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft., and
S28°36'02"W, 54.68 ft.;

- Point No.149 at the Southwest corner of Lot 2, Block A (no evidence found of a concrete monument) and the Southeast corner of the 1.550 acre CS Golf

Management, L.C. tract (bearing N53°06'W, 0.43 ft. from the old 3/8 in. Iron Rod No.81 found marking the North common corner of Lots 707 and 708 in POINT VENTURE THREE-2 as previously described) bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft., and
S26°13'35"W, 147.74 ft.;

- the old 1/2 in. Iron Rod No.66 found marking the Northeast corner of Lot 709 in POINT VENTURE SECTION THREE-2 bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft.,
S26°13'35"W, 147.74 ft., and
S61°36'15"E, 151.04 ft.;

- an old 1/2 in. Iron Rod No.79 found marking an Angle Point on the North line of POINT VENTURE SECTION THREE-2 as shown upon the record subdivision plat and an Angle Point on the South line of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft.,
S26°13'35"W, 147.74 ft., and
N61°36'15"W, 23.68 ft.;

- an old 1/2 in. Iron Rod No.98 found marking the Southwest corner of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
 N72°30'33"W, 149.98 ft.,
 S17°30'01"W, 181.05 ft.,
 N61°54'40"W, 25.82 ft.,
 N61°54'40"W, 270.64 ft., and
 S28°05'21"W, 250.08 ft.;

- 6) **THENCE N21°40'57"E, 178.76 ft. to Point No.311 at the beginning of a 37.50 ft. radius curve to the right, and from Point No.311:**
- a Standard Rod and Cap No.331 set for reference bears S68°19'03"E, 12.50 ft.
 - Point No.364 at the center of said curve bears S68°19'03"E, 37.50 ft.;
- 7) **THENCE in a Westerly direction along said 37.50 ft. radius curve for an arc distance of 69.79 ft., the chord of said arc bearing N74°59'48"E, 60.14 ft. to Point No.310 at the end of said curve from which:**
- a Standard Rod and Cap No.350 set for reference bears N38°18'39"E, 12.50 ft.;
- 8) **THENCE S51°41'21"E, 59.63 ft. to Point No.309 at the beginning of a 37.50 ft. radius curve to the left from which:**
- Point No.363 at the center of said curve bears N38°18'39"E, 37.50 ft.;
- 9) **THENCE in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 94.97 ft., the chord of said arc bearing N55°45'32"E, 71.55 ft. to Point No.308 at the end of said curve;**
- 10) **THENCE N16°47'36"W, 76.69 ft. to Point No.307 at the beginning of a 100.00 ft. radius curve to the right from which:**
- a Standard Rod and Cap No.347 set for reference bears S73°12'24"W, 12.50 ft.,
 - a Standard Rod and Cap No.324 set for reference bears N73°12'24"E, 12.50 ft., and
 - Point No.362 at the center of said curve bears N73°12'24"E, 100.00 ft.;

- 11) **THENCE** in a Northerly direction along said 100.00 ft. radius curve for an arc distance of 47.22 ft., the chord of said arc bearing **N3°16'00"W, 46.78 ft.** to Point No.306 at the end of said curve;
- 12) **THENCE N10°15'37"E, 77.57 ft.** to Point No.305 at the beginning of a 50.00 ft. radius curve to the right, and from which Point No.305:
- Point No.361 at the center of said curve bears **S79°44'23"E, 50.00 ft.**;
- 13) **THENCE** in a Northerly direction along said 50.00 ft. radius curve for an arc distance of 16.49 ft., the chord of said arc bearing **N19°42'34"E, 16.42 ft.** to Point No.262 on the Northwest line of the 13.2211 acre tract of land conveyed to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 in the Travis County Official Public Records (TCOPR), same being the Southeast line of that certain 5.009 acre tract of land conveyed to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059885 TCOPR, considering the location of this common boundary to be established in the position of the Southeast boundary of Lot 1, Block B as shown upon the plat of WATERFORD ON LAKE TRAVIS, SECTION FOUR A recorded as Doc. No. 200800146 TCOPR (although finding no monuments marking any corner on this common boundary except as here described), and noting that from Point No.262:
- Point No.224, an Unmarked Angle Point on the Southeast boundary of Lot 1, Block B, bears **S42°04'21"W, 112.37 ft.**,
 - Point No.260, an Unmarked Point on the East line of Lot 5, Block B in WATERFORD ON LAKE TRAVIS, SECTION FOUR A, considered by the undersigned to be the established location of a corner on the West line of the 13.2211 acre Travis County Municipal Utility District No. 10 tract bears:
 - S42°04'21"W, 112.37 ft.;
 - N 3°42'17"W, 225.57 ft.;
 - N18°44'32"W, 221.56 ft.;
 - N70°17'12"W, 102.39 ft.;
 - N75°51'44"W, 124.85 ft.;
 - S48°03'05"W, 137.26 ft.;
 - S 9°25'51"E, 379.94 ft.; and
 - N59°24'39"W, 135.02 ft.;

noting that from said Point No.260:

a 1/2 in. Iron Rod No.164 with the remnants of a Yellow Plastic Cap imprinted "DAA" found marking the Northeast corner of Lot 5 bears N5°09'43"E, 44.00 ft. and

a 1/2 in. Iron Rod No.161 with a Yellow Plastic Cap imprinted "DAA" found marking the Easterly Southeast corner of Lot 8, Block B bears S 5°09'43"W, 462.70 ft.,

- a 3 in. Aluminum Tablet No.94 (stamped "SURVEY MARKER, DO NOT DISTURB, DAA NO.") found in Concrete (15 in. Down) marking a corner of Lot 1, Block B as shown on the plat of WATERFORD ON LAKE TRAVIS, SECTION FOUR A bears :

N42°04'21"E, 39.59 ft.;
N8°59'13"E, 115.94 ft.;
N29°26'09"W, 45.85 ft.;
N76°29'09"W, 24.24 ft.;
N33°36'25"W, 36.22 ft.;
N16°32'45"E, 74.90 ft.;
N30°37'02"W, 146.49 ft.; and
N59°23'00"E, 96.21 ft.;

noting that from Aluminum Cap No.94 :

Point No.261 on the West line of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 TCRPR bears N59°23'00"E, 0.12 ft.,

an old 1/2 in. Iron Rod No.73 found on the West line of the 13.5199 acre strip, marking the beginning of a 550.00 ft. radius curve and taken for the same "steel pin" recited in the Deed to Travis County bears N59°23'00"E, 0.12 ft. and S53°58'16"E, 112.82 ft.,

an old 1/2 in. Iron Rod No.74 found on the West line of the 13.5199 acre strip and also taken for the "steel pin" recited in the same deed as marking the South end of a 395.00 ft. radius curve bears N59°23'00"E, 0.12 ft. and N53°58'16"W, 224.68 ft.;

14) **THENCE** from Point No.262, along the Centerline here described, continuing into the 5.009 acre Travis County Municipal Utility District No. 10 tract, along the 50.00 ft. radius curve to the right for an arc distance of 10.38 ft., the chord of said arc bearing **N35°06'24"E, 10.36 ft.** to Point No.304 at the end of said curve;

15) **THENCE N41°03'17"E,**

- at 32.11 ft. crossing the Northwest line of the 13.2211 acre Travis County Municipal Utility District No. 10 tract and leaving the 5.009 acre Travis County Municipal Utility District No. 10 tract,

in all for a total distance of **68.89 ft.** to Point No.303 at the beginning of a 100.00 ft. radius curve to the right from which:

- Point No.360 at the center of said curve bears **S48°56'43"E, 100.00 ft.;**

16) **THENCE** in a Northeasterly direction along said 100.00 ft. radius curve for an arc distance of 29.07 ft., the chord of said arc bearing **N49°22'58"E, 28.97 ft.** to Point No.302 at the end of said curve;

17) **THENCE N57°42'39"E, 71.16 ft.** to Point No.301 at an Angle Point;

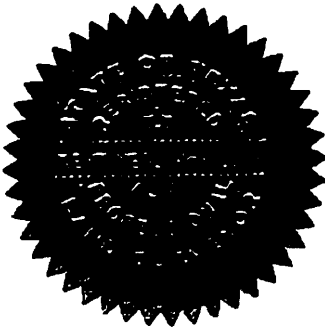
18) **THENCE N65°18'27"E, 158.36 ft.** to Point No.300, the **POINT OF TERMINATION** of the Centerline here described, on a 555.00 ft. radius curve in the West line of Lohman Ford Road, the West line of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 TCRPR, and from said Point No.300:

- Point No.111 at the Center of the curve bears **S65°15'40"W, 555.00 ft.,**
- an old 1/2 in. Iron Rod No.72 found bears **S23°21'33"E, 26.60 ft.,** said Rod No.72 being taken for the "steel pin" recited in the last-mentioned deed as marking the South end of the 555.00 ft. radius curve,
- an old 1/2 in. Iron Rod No.73 found bears **N39°22'19"W, 280.41 ft.,** said Rod No.73 being taken for the "steel pin" recited in the same deed as marking the North end of the 555.00 ft. radius curve,

- an old 1/2 in. Iron Rod No.74 found bears N39°22'19"W, 280.41 ft. and N53°58'16"W, 337.51 ft., said Rod No.74 being taken for the "steel pin" recited in the same deed as marking the South end of a 395.00 ft. radius curve in the West line of the 13.5199 acre strip conveyed to Travis County,
- a Standard Rod and Cap No.320 set for reference on the curving West line of Lohman Ford Road bears S24°04'49"E, 12.50 ft., and
- a Standard Rod and Cap No.340 also set for reference on the curving West line bears N25°23'50"W, 12.50 ft.;

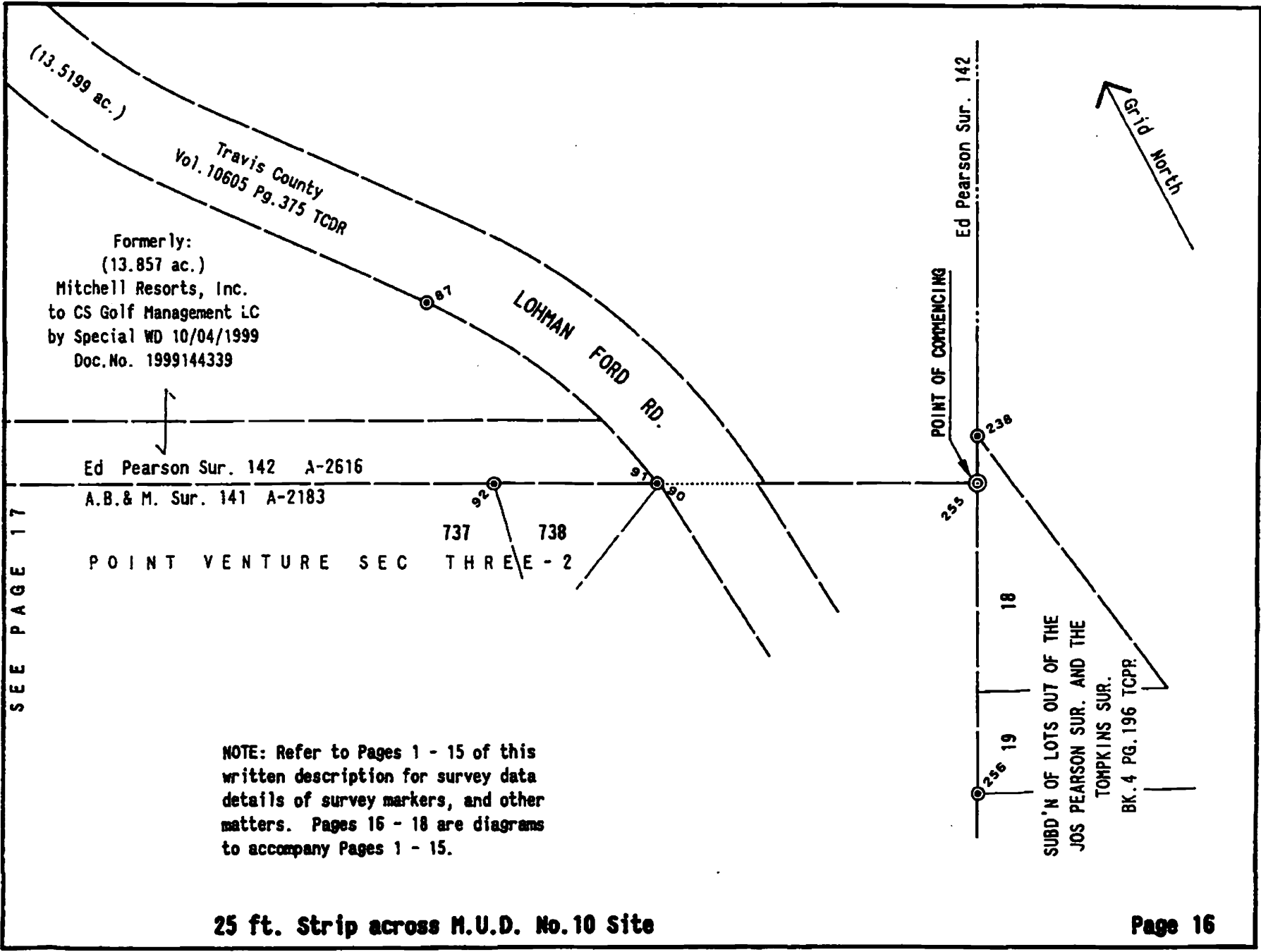
I, Kent Neal McMillan, a Registered Professional Land Surveyor, hereby certify that the above is a true and correct description of the results of an actual survey performed upon the ground under my direction, completed March 11, 2010.

Witness my hand and seal of registration,
April 10, 2010.



Kent Neal McMillan

Kent Neal McMillan
Registered Professional Land Surveyor
No. 4341
418 Ridgewood Road, Austin TX 78746
Telephone (512) 445-5441



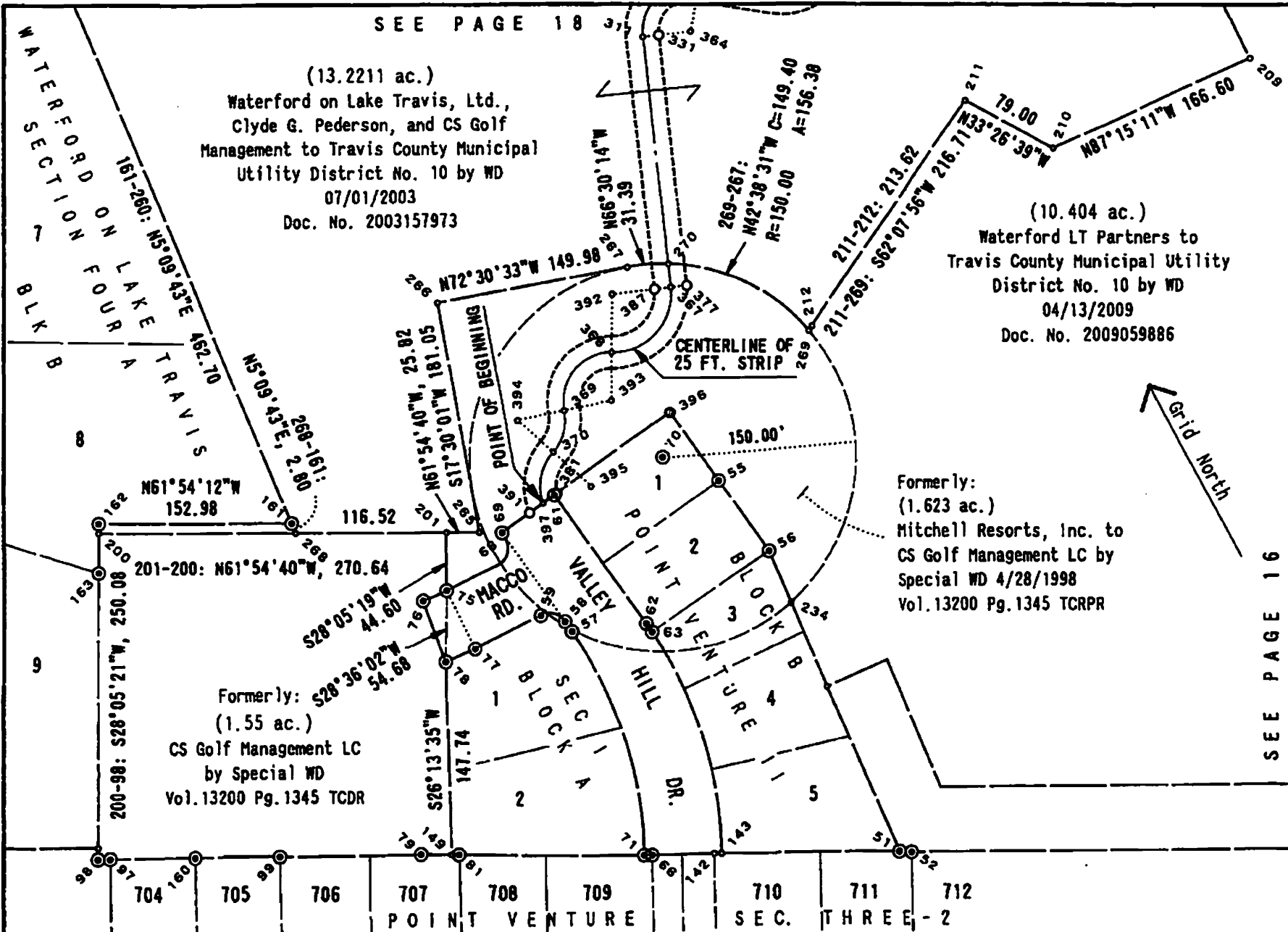
SEE PAGE 18

(13.2211 ac.)
Waterford on Lake Travis, Ltd.,
Clyde G. Pederson, and CS Golf
Management to Travis County Municipal
Utility District No. 10 by WD
07/01/2003
Doc. No. 2003157973

(10.404 ac.)
Waterford LT Partners to
Travis County Municipal Utility
District No. 10 by WD
04/13/2009
Doc. No. 2009059886

Formerly:
(1.623 ac.)
Mitchell Resorts, Inc. to
CS Golf Management LC by
Special WD 4/28/1998
Vol.13200 Pg.1345 TCRPR

Formerly:
(1.55 ac.)
CS Golf Management LC
by Special WD
Vol.13200 Pg.1345 TCDR



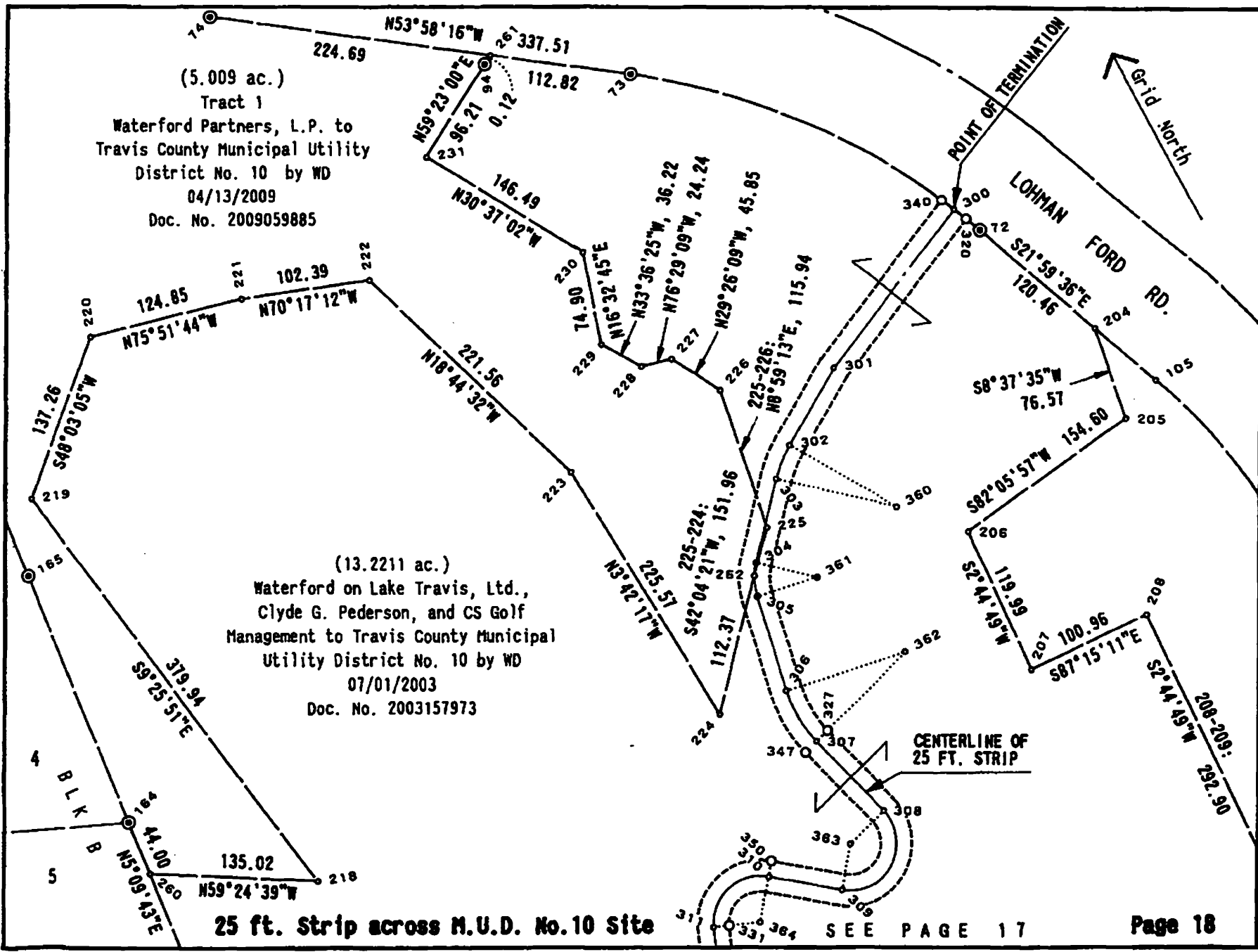
25 ft. Strip across M.U.D. No.10 Site

SEE PAGE 16

(5.009 ac.)
 Tract 1
 Waterford Partners, L.P. to
 Travis County Municipal Utility
 District No. 10 by WD
 04/13/2009
 Doc. No. 2009059885

(13.2211 ac.)
 Waterford on Lake Travis, Ltd.,
 Clyde G. Pederson, and CS Golf
 Management to Travis County Municipal
 Utility District No. 10 by WD
 07/01/2003
 Doc. No. 2003157973

25 ft. Strip across M.U.D. No.10 Site



SEE PAGE 17

EXHIBIT B

Description of Dominant Estate

Lot 4, Block B, Point Venture II Section I, a subdivision in Travis County, Texas as shown on the plat recorded in Volume 87, Page 136A, Plat Records, Travis County, Texas. This property is commonly known as 505 Valley Hill Drive, Point Venture, Texas 78645-8607.

Return:

Olive & Olive
P.O. Box 489
Austin, TX 78767

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 19, 2011 10:40 AM

2011072416

PEREZTA: \$128.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT E



297

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR ACCESS

Effective Date:	January 1, 2011
County for Recording:	Travis County, Texas
Grantor:	Travis County Municipal Utility District No. 10
Grantor's Mailing Address:	Allen Boone Humphries Robinson LLP Phoenix Tower 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
With Copy To:	Harvey Reiter, President
Address For Copy:	1405 Osprey Ridge Loop Lago Vista, Texas 78645
Grantee: (whether one or more)	Christopher Alan Lum and wife Pamela Ann Lum
Grantee's Mailing Address:	5205 Leann Drive Douglasville, GA 30135
Servient Estate: (Burdened by the Easement)	A strip of land twenty-five feet (25') in width in Travis County, Texas, described more particularly on <u>Exhibit A</u> (pages 1-15) attached hereto and incorporated herein by reference for all purposes.
Easement:	The Easement is located on the Servient Estate as described in <u>Exhibit A</u> (pages 1- 15) and depicted on <u>Exhibit A</u> (pages 16-18) attached hereto and incorporated herein by reference for all purposes.
Dominant Estate: (Benefited by the Easement)	The real property in Travis County, Texas described more particularly on <u>Exhibit B</u> attached hereto and incorporated herein by reference for all purposes.

Easement Purpose:	Free and uninterrupted pedestrian and vehicular ingress and egress to and from the Dominant Estate and the public right-of-way and road now known as Lohman's Ford Road. No other use is permitted.
Ancillary Rights:	Access to the Easement for repair, maintenance, and improvement thereto as reasonably necessary for use of the Easement as an all-weather pedestrian and vehicular ingress and egress to and from the Dominant Estate and the public right-of-way and road now known as Lohman's Ford Road, and including at the sole cost of Grantee the installation and maintenance on the Servient Estate of identification and/or directional signage to the Dominant Estate, as described below, such signage to be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed.
Permitted Users:	Grantee and Grantee's successors and assigns as owners, mortgagees, and tenants of the Dominant Estate, and their respective family members, guests, invitees, and further including emergency medical service, law enforcement, fire department, and other governmental personnel.
Restrictions on Use of the Easement by Grantee:	<ol style="list-style-type: none"> 1. Use of the Easement shall not interfere with Grantor's utility operations or with construction, expansion, modification, improvement, repair, or maintenance of Grantor's utility system. 2. Vehicles using the Easement shall travel only at a safe and prudent speed appropriate to the condition of the route. 3. All repairs, maintenance, and improvements to the Easement shall be performed in a good and workmanlike manner at no cost to Grantor or Grantor's successors or assigns. All repairs, maintenance, and improvements on the Easement shall be prosecuted to completion with reasonable promptness and without interference to Grantor's utility operations or utility system. Grantee shall notify Grantor in advance of any such work and shall not proceed with any such work without Grantor's prior written consent, which consent shall not be unreasonably withheld or delayed. 4. Grantee shall not allow any trash, refuse, or debris to be placed, deposited, or allowed to accumulate on the Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and agreed, Grantor hereby grants, sells, and conveys unto Grantee, for the benefit of the Dominant Estate and for the benefit of Grantee and Grantee's successors and assigns as the owners of the Dominant Estate, a non-exclusive easement appurtenant over, on, and across the Servient Estate at the location depicted on Exhibit B for:

- (a) use for the Easement Purpose by the Permitted Users, and**
- (b) the exercise of the Ancillary Rights by Grantee and Grantee's successors and assigns as owners, tenants, and mortgagees of the Dominant Estate;**

together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Use of the Easement shall be perpetual and irrevocable except as specifically set forth herein.

The Easement is appurtenant to and runs with all or any portion of the Dominant Estate, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Servient Estate for all purposes, including ingress and egress, that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement for the Easement Purpose by the Permitted Users or the exercise of the Ancillary Rights by Grantee and Grantee's successors and assigns as owners, tenants, and mortgagees of the Dominant Estate.

Grantor represents and warrants to Grantee and Grantee's successors and assigns that Grantor is the owner of the Servient Estate, which is free and clear of liens and encumbrances, and that Grantor is fully empowered and authorized to execute and deliver this Easement Agreement for Access and to grant the Easement.

Grantee and Grantee's successors and assigns shall use the Easement only for the Easement Purpose (defined above) and shall not use the Easement for any of the Prohibited Uses (defined above). The use of the Easement by Grantee and Grantee's successors and assigns shall not interfere with Grantor's utility operations or with construction, expansion, modification, improvement, repair, or maintenance of Grantor's utility system.

ADDITIONAL AGREEMENTS AND COVENANTS:

- 1. The Permitted Users assume all risk of injury in their use and enjoyment of the Easement, and Grantor and its officers, directors, consultants, attorneys, and all other persons in privity with them or any of them shall have no responsibility or liability therefor.**

2. The Permitted Users shall comply with the Restrictions in their use and enjoyment of the Easement.
3. **TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS AND REGULATIONS, GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, CONSULTANTS, ATTORNEYS, AND ALL OTHER PERSONS IN PRIVITY WITH THEM OR ANY OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST EVERY CLAIM, LOSS, DAMAGE, INJURY, COST, EXPENSE, JUDGMENT OR LIABILITY OF EVERY KIND OF CHARACTER WHATSOEVER, IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY, ARISING DIRECTLY OR INDIRECTLY FROM OR DUE TO THE USE OF THE ACCESS EASEMENT BY GRANTEE, EMERGENCY MEDICAL SERVICE, LAW ENFORCEMENT, FIRE DEPARTMENT PERSONNEL, GRANTEE'S FAMILY MEMBERS, GUESTS, AND/OR INVITEES ARISING FROM OR RELATED TO THE ACCESS EASEMENT, REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OF CHARACTER WHATSOEVER, WHETHER GROSS, ACTIVE, OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (THIRD) OF TORTS, OF ALL OR ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY IS IMPOSED UPON ALL OR ANY OF THE INDEMNIFIED PARTIES BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER (WHETHER SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE) OF ALL OR ANY OF THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION OF GRANTEE SHALL ALSO INCLUDE THE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY INDEMNIFIED PARTIES IN ENFORCING THIS INDEMNIFICATION OBLIGATION. THIS INDEMNIFICATION OBLIGATION OF GRANTEE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATIONS ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR PARTIES UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFITS ACTS.**
4. The Easement shall remain open for continuous use unless otherwise agreed in writing. Neither Grantor nor Grantee shall install a gate, fencing, boulders, structure, or obstruction across the Easement (including at the intersection of the Easement and Lohman's Ford Road) without the prior written agreement of the Grantor and the Grantee, which agreement shall not be unreasonably withheld or delayed.

5. Grantee may place and maintain signage visible to drivers on Lohman's Ford Road identifying the Easement at the intersection of the Easement with Lohman's Ford Road. Additionally, Grantee shall place and maintain signage at the entrance to the Easement from Lohman's Ford Road that includes the following statement: **"Private Road - No Outlet. Unauthorized use is forbidden. Trespassers will be prosecuted."** Travis County may identify the Easement for emergency services purposes. The design and size of all signage permitted or required by this paragraph shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall be solely responsible for the cost of all signage required or permitted by this paragraph.
6. This Easement Agreement for Access may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. If Grantor or Grantee retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. Any notice required or permitted under this Easement Agreement for Access or otherwise between the parties hereto must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) three (3) business days after deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown above. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
9. If any provision in this Easement Agreement for Access is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement Agreement for Access will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
10. All agreements of Grantor contained herein are binding on and enforceable against Grantor and Grantor's successors and assigns as owners of the Servient Estate.

11. All agreements of Grantee contained herein are binding on and enforceable against Grantee and Grantee's successors and assigns as owners of the Dominant Estate.

SPECIAL TERMINATION PROVISION:

In the future event that the Dominant Estate acquires or is able to acquire uncontested and perpetual paved pedestrian and vehicular ingress and egress by recorded easement appurtenant or by public road dedication connecting the Dominant Estate to the public roads in the Point Venture Subdivision over the previously used extension of Valley Hill Drive shown on the plat of Point Venture II Section 1, recorded in Volume 87, Page 136A, Plat Records, Travis County, Texas, with such alternative access to be on terms and conditions that are acceptable to Grantee or Grantee's successors and assigns, which acceptance shall not be unreasonably withheld or delayed, and such alternative access is accepted by recorded instrument executed by the owner and any mortgagee of the Dominant Estate, then and in such event the Easement granted herein shall immediately terminate and be of no further force or effect. This provision imposes no duty or obligation upon Grantee or Grantee's successors and assigns to seek or otherwise undertake to obtain such alternative access or to incur any cost or expense in connection therewith. Unless and until such alternative access may become available, Grantor and Grantee agree that vehicular access from the Point Venture Subdivision to Point Venture II Section 1 shall be blocked by a suitable barricade or other obstruction. The design and placement of the barricade or other obstruction required by this paragraph shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall be solely responsible for the cost of erecting and maintaining the barricade or other obstruction required by this paragraph. However, Grantee and Grantee's successors and assigns hereby assume no liability or responsibility for the actions of trespassers or other unauthorized users of the Easement.

GRANTOR:

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 10

By: Harvey Reiter
Harvey Reiter, President

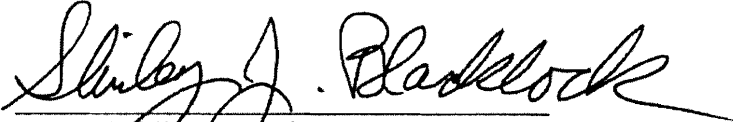
Attest:

J. L. [Signature]
Secretary - Board of Directors

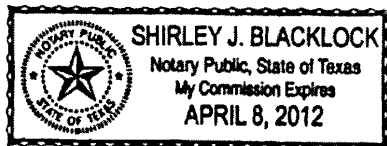
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February, 2011, by Harvey Reiter, President of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 10, on behalf of said municipal utility district.



Notary Public, State of Texas



ACCEPTED BY GRANTEE:

Christopher Alan Lum
CHRISTOPHER ALAN LUM

Pamela Ann Lum
PAMELA ANN LUM

ACKNOWLEDGEMENT

STATE OF GEORGIA §
 §
COUNTY OF DeKalb §

This instrument was acknowledged before me on the 27 day of April 2011.
2011, by Christopher Alan Lum.

Kareem Walker
Notary Public, State of Georgia

**KAREEM WALKER
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES DEC 3RD 2011**

ACKNOWLEDGEMENT

STATE OF GEORGIA §
 §
COUNTY OF Carroll §

This instrument was acknowledged before me on the 28 day of April
2011, by Pamela Ann Lum.

Laurie Blackwood
Notary Public, State of Georgia

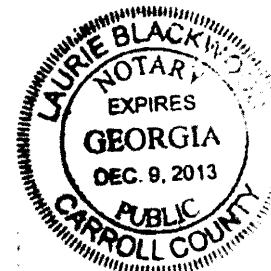


EXHIBIT A

**Description of the Servient Estate Property
And Depiction of the Easement Thereon**

ATTACHED

25 ft. Strip across M.U.D. No. 10 Site
Ed Pearson Sur. 142, A-2616
Travis County, Texas

Project No. 08-808
FB 366 December 17

A STRIP OF LAND 25 (TWENTY-FIVE) FEET IN WIDTH OUT OF THE ED PEARSON SURVEY NO. 142, ABSTRACT 2616, IN TRAVIS COUNTY, TEXAS;

SAID STRIP OF LAND HERE DESCRIBED RUNNING FROM THE NORTH END OF THAT CERTAIN ROAD KNOWN AS VALLEY HILL DRIVE AS SHOWN UPON THE PLAT OF POINT VENTURE II SECTION I RECORDED IN BOOK 87 AT PAGE 136A AND 136B OF THE TRAVIS COUNTY PLAT RECORDS TO THE WEST LINE OF LOHMAN FORD ROAD, CROSSING THE FOLLOWING THREE TRACTS OR PARCELS OF LAND:

- 1. That certain 10.404 acre tract of land conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No.10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059886 in the Travis County Official Public Records,**
- 2. That certain 13.2211 acre tract of land conveyed by Waterford on Lake Travis, Ltd., Clyde G. Pederson, and CS Golf Management, L.C. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 in the Travis County Official Public Records, and**
- 3. That certain 5.009 acre tract of land designated as Tract 1 conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059885 in the Travis County Official Public Records;**

Said Strip of Land being bounded on the South end by the Right-of-Way of Valley Hill Drive and by the North line of Lot 1 in Block B of POINT VENTURE II SECTION I, being bounded on the North by the West line of the Right-of-Way of Lohman Ford Road, and being 25.00 feet in width, 12.50 feet to each side of the Centerline described below;

That Centerline being described by metes and bounds according to a survey performed upon the ground, completed March 10, 2010 under the direction of Kent Neal McMillan, Registered Professional Land Surveyor, as follows:

-oOo-

Note that in the following description:

- 1. Bearings of Lines refer to Grid North of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors,**
- 2. Distances are Horizontal Surface Distances in units of US Survey Feet, computed using a project average Combined Grid Factor of 0.999902.
Surface Distance = Grid Distance / 0.999902.**
- 3. "Standard Rod and Cap" denotes a Punchmark on a 2 in. Aluminum Cap stamped "KENT MCMILLAN, SURVEYOR, RPLS, 4341" and numbered as noted, on a 5/8 in. Iron Rod**
- 4. Underlined Numbers appearing throughout this description are the Point Nos. appearing in the following list of coordinates. Coordinates are in units of US Survey Feet and refer to the Texas Coordinate System of 1983 (Central Zone); NAD83 (CORS96) Epoch 2002.0 as derived from connections to the National CORS network via L1/L2 GPS observations on three different days processed using the National Geodetic Survey's OPUS utility with rapid orbits. The coordinates in the following list were obtained by a combination of GPS and conventional methods and are estimated from analysis of variance to have standard errors in N and E components of less than +/-5mm.**

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
51	10113484.671	3035131.684
52	10113481.334	3035137.459
55	10113802.730	3035141.679
56	10113736.233	3035150.511
61	10113852.718	3035023.985
62	10113729.455	3035040.427
63	10113723.825	3035041.117
66	10113574.768	3034957.002
68	10113842.989	3034974.982
69	10113846.177	3034974.589
70	10113838.826	3035111.763
71	10113575.628	3034955.441
72	10114525.222	3035697.966
73	10114766.387	3035509.559
74	10114964.886	3035236.637
75	10113827.104	3034915.602
78	10113779.102	3034889.430
79	10113657.850	3034803.319

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
81	10113646.331	3034824.493
87	10113204.095	3035968.363
90	10112990.183	3036064.891
91	10112991.124	3036063.055
92	10113051.870	3035948.151
94	10114832.680	3035418.220
98	10113773.261	3034580.119
149	10113646.589	3034824.150
161	10113924.100	3034834.066
164	10114428.694	3034879.649
224	10114282.799	3035334.923
234	10113693.107	3035147.283
236	10113943.878	3034263.309
237	10112869.013	3036289.002
238	10112904.318	3036307.284
255	10112870.933	3036289.778
256	10112653.827	3036175.935
260	10114384.877	3034875.691
261	10114832.742	3035418.325
262	10114366.204	3035410.211
270	10113969.365	3035185.623
300	10114549.640	3035687.420
301	10114483.490	3035543.550
302	10114445.478	3035483.396
303	10114426.621	3035461.409
304	10114374.680	3035416.170
305	10114350.749	3035404.675
306	10114274.430	3035390.860
307	10114227.731	3035393.525
308	10114154.320	3035415.680
309	10114114.065	3035356.538
310	10114151.030	3035309.750
311	10114135.462	3035251.662
320	10114538.228	3035692.520
324	10114366.471	3035425.595
331	10114130.844	3035263.276
340	10114560.932	3035682.059
347	10114224.119	3035381.560
350	10114160.837	3035317.498
360	10114360.950	3035536.810
361	10114341.844	3035453.870
362	10114256.620	3035489.251
363	10114143.487	3035379.783

Point No.	C o o r d i n a t e s	
	N (ft.)	E (ft.)
364	10114121.608	3035286.505
367	10113952.124	3035178.768
368	10113929.204	3035115.487
369	10113907.034	3035061.684
370	10113882.664	3035038.821
377	10113947.506	3035190.382
381	10113853.038	3035026.393
387	10113956.741	3035167.153
391	10113849.599	3035000.433
392	10113968.748	3035136.956
393	10113896.251	3035097.596
394	10113917.817	3035025.771
395	10113845.169	3035052.740
396	10113867.217	3035133.114
397	10113851.292	3035013.216

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COMMENCING FOR REFERENCE at a Standard Rod and Cap No.255 (also stamped "V2269 P103, 255") set (built a large Rock Mound around it consisting of more than 10 Large to Medium-size Rocks found scattered approximately 3 ft. downslope from the position of the Rod and Cap and taken for the remains of a very old Rock Mound) said Rod and Cap No.255 being thought by the evidence presently before the undersigned surveyor to be the East corner of the 320 acre Survey 141 made by virtue of Certificate No. 537 issued to Adams, Beaty & Moulton, Abstract 2183, and a Southeast corner of the 320 acre Ed Pearson Survey 142, Abstract 2616, and said Rod and Cap marking the South corner of that certain 321.07 acre tract of land conveyed by Wesley Pearson et al. to Masao Yoshioka and Wallace S. Fujiyama as described in Warranty Deed dated November 11, 1960 recorded in Volume 2269 at Page 103 of the Travis County Deed Records (TCDR), the same corner mistakenly described in the deed to Yoshioka and Fujiyama as "the recognized most Easterly corner of A. B.& M. Survey No. 142", noting that from Rod and Cap No.255 in Rock Mound:

- a 1/2 in. Galvanized Iron Pipe No.238 found in an old Rock Mound (more than 15 Large to Medium-size Rocks) bears N27°40'16"E, 37.70 ft., said Pipe No.238 being taken for the identical "Iron Stake" placed by C.A. Richey, LSLs in 1940 to mark the Northeast corner of Lot 18 according to the plat entitled "Map showing the Subdivision of Lots Out of the Jos. Pearson Survey & The Tompkins Survey No. 120 Located on Marshall Ford Lake, Travis County, Texas" recorded in Book 4 at Page 196 of the Travis County Plat Records (TCPR), the Rock Mound around Pipe No.238 having evidently been built in 1940 or thereafter,

- an old 3/4 in. Iron Pipe No.256 found bears S27°40'16"W, 245.17 ft., said Pipe marking the West common corner of Lots 19 and 20 shown upon the last-mentioned subdivision plat,
- a 60d Nail No.236 found in an old Rock Mound bears N62°06'01"W, 2293.21 ft., said Nail No.236 in old Rock Mound being taken as marking a reentrant corner on the Southwest line of the 321.07 acres conveyed to Yoshioka and Fujiyama as described in Volume 2269 at Page 103 TCDR and the original Northeast corner of that certain 80 acre tract out of the West part of Adams, Beaty & Moulton Survey 141 conveyed by Mrs. Alice M. Costley, individually as administratrix of the Estate of S.L. Costley, Deceased, to S.C. Pearson as described in Warranty Deed dated August 30, 1928 recorded in Volume 419 at Page 570 TCDR, said Nail No.236 in old Rock Mound marking a point on what is evidently the recognized Northeast line of Survey 141 and Southwest line of the Ed Pearson Survey 142
- a 1/2 in. Iron Rod No.237 found in Concrete bears S22°00'W, 2.07 ft.

THENCE N62°04'15"W, 256.64 ft. to an old 60d Nail No.91 found in Concrete on the West line of Lohman Ford Road at the South end of a 480.00 ft. radius curve, and taken for the identical "steel pin" described as marking the Southwest corner of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 of the Travis County Real Property Records (TCRPR), same being the true South corner of that certain 13.857 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management L.C. by Special Warranty Deed dated October 4, 1999 recorded as Doc. No. 1999144339 Travis County Official Public Records (TCOPR), noting that from Nail No.91:

- an old 1/2 in. Iron Rod No.87 found on the West line of Lohman Ford Road, marking the North end of said curve, bears N23°58'16"W, 233.10 ft.,
- a 1/2 in. Iron Rod No.90 found bears S62°52'E, 2.06 ft.,
- an old 3/8 in. Iron Rod No.92 found marking the North common corner of Lots 738 and 739 of POINT VENTURE SECTION THREE-2, a subdivision according to the plat recorded in Bk.61 at Pg.78 TCPR bears N62°08'10"W, 129.99 ft.;

THENCE N62°05'37"W, 1047.50 ft. to an old 3/8 in. Iron Rod No.52 found marking the North common corner of Lots 711 and 712 of POINT VENTURE SECTION THREE-2,

THENCE N59°58'45"W, 6.67 ft. to a 1/2 in. Iron Rod No.51 found marking the Southeast corner of Lot 5 in Block B of POINT VENTURE II SECTION I, according to the plat recorded in Book 87 at Page 136A-136B TCPR, and noting that from Rod No.51:

- Rod and Cap No.255 in Rock Mound bears S62°04'42"E, 1310.80 ft.
- an old 1/2 in. Iron Rod No.66 found marking the Northeast corner of Lot 709 of POINT VENTURE SECTION THREE-2 bears N62°29'54"W, 138.75 ft. and N63°14'24"W, 57.82 ft.
- an old 3/8 in. Iron Rod No.81 found (with top section severely bent, bottom section plumb, straightened Rod and reset it in the position of the base) marking the North common corner of Lots 707 and 708 of bears N62°29'54"W, 138.75 ft.; N63°14'24"W, 57.82 ft.; and N61°37'42"W, 150.61 ft.
- an old 1/2 in. Iron Rod No.71 found marking the Southeast corner of Lot 2 in Block A of POINT VENTURE II SECTION I bears N62°29'54"W, 138.75 ft.; N63°14'24"W, 57.82 ft.; and N61°09'W, 1.78 ft.

THENCE along the East line of Block B of POINT VENTURE II SECTION I, N4°16'48"E,

- at 138.76 ft. passing an Unmarked Point at the Beginning Corner of that certain 10.404 acre tract of land conveyed by Waterford LT Partners, L.P. to Travis County Municipal Utility District No. 10 as described in Special Warranty Deed dated April 13, 2009, recorded as Doc. No. 2009059886 TCOPR,
- at 209.04 ft. passing Point No.234 at the intersection of the 150.00 ft. radius circular boundary of that certain 1.623 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR, same 1.623 acre tract being subject to that Sewage System Restriction Easement described in instrument dated November 19, 1987 recorded in Volume 10499 at Page 325 TCRPR, and from which Point No.234 a Point No.70 at the Center of the 0.72 ft. o.d. Steel Pipe Casing of a Water Well at the center of the 1.623 acre tract bears N13°41'57"W, 150.00 ft.

in all, N4°16'48"E, 252.29 ft. to an old 1/2 in. Iron Rod No.56 found marking the East common corner of Lots 2 and 3 and an Angle Point on the West line of the 10.404 acre Travis County Municipal Utility District No. 10 tract, and from which Rod No.56:

- an old 1/2 in. Iron Rod No.63 found marking the West common corner of said Lots 2 and 3 bears S83°31'44"W, 110.11 ft.;

THENCE continuing along the East line of Block B N7°33'56"W, 67.09 ft. to an old 1/2 in. Iron Rod No.55 found marking the East common corner of Lots 1 and 2;

THENCE N 7°33'56"W, 65.06 ft. to a 1/2 in. Iron Rod No.396 (found it leaning, evidently disturbed, and reset it plumb in this position) marking the Northeast corner of Lot 1 and a reentrant corner on the West line of the 10.404 acre Travis County Municipal Utility District No. 10 tract;

THENCE along the North line of Lot 1, same being the line of the 10.404 acre tract, S82°25'54"W, 110.10 ft. to an old 1/2 in. Iron Rod No.61 found marking the Northwest corner of Lot 1 at the North end of Valley Hill Drive as shown upon the plat of POINT VENTURE II SECTION I, noting that from said Rod No.61,

- an old Iron Rod No.62 found on the East line of Valley Hill Drive at the North end of a curve bears S7°35'52"E, 124.37 ft.,
- an old Iron Rod No.69 found on the West line of Valley Hill Drive at its North end bears S82°27'24"W, 49.83 ft., said Rod marking also a corner of the 10.404 acre tract, and
- an old Iron Rod No.68 found on the West line of Valley Hill Drive bears S82°27'24"W, 49.83 ft. and S7°01'40"E, 3.21 ft.;

THENCE along the North end of Valley Hill Drive, same being a South line of the 10.404 acre Travis County Municipal Utility District No. 10 tract, S82°27'24"W, 10.86 ft. to Point No.397 from which:

- a Standard Rod and Cap No.391, set for reference bears S82°27'24"W, 12.90 ft. and
- a Standard Rod and Cap No.381 set for reference bears N82°27'08"E, 13.29 ft.;

Point No.397 being the **POINT OF BEGINNING** of the Centerline of the Strip of Land here described and the beginning of a 40.00 ft. radius curve in said Centerline, and from Point No.397:

- Point No.395 at the Center of said curve bears S81°11'37"E, 40.00 ft.,

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- 1) **THENCE FROM THE POINT OF BEGINNING** along the Centerline of the Strip of Land here described, into the 10.404 acre Travis County Municipal Utility District No. 10 tract, in a Northeasterly direction along said 40.00 ft. radius curve for an arc

distance of 42.46 ft., the chord of said arc bearing **N39°13'12"E**, **40.50 ft.** to Point No.370 at the beginning of a 37.50 ft. radius curve to the left, and from Point No.370:

- Point No.394 at the center of said curve bears **N20°22'00"W**, 37.50 ft.;
- 2) **THENCE** in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 34.64 ft., the chord of said arc bearing **N43°10'22"E**, **33.42 ft.** to Point No.369 at the beginning of a 37.50 ft. radius curve to the right, and from Point No.369:
- Point No.393 at the center of said curve bears **S73°17'16"E**, 37.50 ft.;
- 3) **THENCE** in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 66.62 ft., the chord of said arc bearing **N67°36'19"E**, **58.20 ft.** to Point No.368 at the beginning of a 45.00 ft. radius curve to the left, and from Point No.368:
- Point No.392 at the center of said curve bears **N28°29'54"E**, 45.00 ft.;
- 4) **THENCE** in a Westerly direction along said 45.00 ft. radius curve for an arc distance of 76.04 ft., the chord of said arc bearing **N70°05'25"E**, **67.31 ft.** to Point No.367 at the end of said curve, and from Point No.367:
- a Standard Rod and Cap No.387 set for reference bears **N68°19'03"W**, 12.50 ft.
and
 - a Standard Rod and Cap No.377 set for reference bears **S68°19'03"E**, 12.50 ft.;
- 5) **THENCE N21°40'57"E**, **18.56 ft.** to Point No.270 at the intersection of the 150.00 ft. radius circular boundary of the certain 1.623 acre tract of land conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR, same 1.623 acre tract being subject to that Sewage System Restriction Easement described in instrument dated November 19, 1987 recorded in Volume 10499 at Page 325 TCRPR, the curving boundary of said 1.623 acre tract being the South line of that certain 13.2211 acre tract of land conveyed by Waterford on Lake Travis, Ltd, Clyde G. Pederson, and CS Golf Management, L.C. to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 of the Travis County Official Public Records (TCOPR) as fixed by the

adjoiner call in the description attached thereto, and being the North line of the 10.404 acre Travis County Municipal Utility District No. 10 tract as also fixed by adjoiner calls, and noting that from Point No.270 :

- a Point No.70 at the Center of the 0.72 ft. o.d. Steel Pipe Casing of the Water Well at the center of the 1.623 acre tract bears S29°30'05"W, 150.00 ft., Point No.70,
- an old 1/2 in. Iron Rod No.75 found on the North line of Macco Road, marking the East end of a 185.00 ft. radius curve shown upon the plat of POINT VENTURE II SECTION I bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft., and
S28°05'19"W, 44.60 ft.,

said Rod No.75 marking also an Angle Point on the East line of that certain 1.550 acre tract conveyed by Mitchell Resorts, Inc. to CS Golf Management, L.C. as described by metes and bounds in Special Warranty Deed dated April 28, 1998 recorded in Volume 13200 at Page 1345 TCRPR (the East line of the 1.550 acres not being correctly delineated on the plat of POINT VENTURE II SECTION I and considering the actual description by metes and bounds to control);

- an old 1/2 in. Iron Rod No.78 found marking the Northwest corner of Lot 1 in Block A of POINT VENTURE II SECTION I and an Angle Point on the East line of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft., and
S28°36'02"W, 54.68 ft.;

- Point No.149 at the Southwest corner of Lot 2, Block A (no evidence found of a concrete monument) and the Southeast corner of the 1.550 acre CS Golf

Management, L.C. tract (bearing N53°06'W, 0.43 ft. from the old 3/8 in. Iron Rod No.81 found marking the North common corner of Lots 707 and 708 in POINT VENTURE THREE-2 as previously described) bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft., and
S26°13'35"W, 147.74 ft.;

- the old 1/2 in. Iron Rod No.66 found marking the Northeast corner of Lot 709 in POINT VENTURE SECTION THREE-2 bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft.,
S26°13'35"W, 147.74 ft., and
S61°36'15"E, 151.04 ft.;

- an old 1/2 in. Iron Rod No.79 found marking an Angle Point on the North line of POINT VENTURE SECTION THREE-2 as shown upon the record subdivision plat and an Angle Point on the South line of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
N72°30'33"W, 149.98 ft.,
S17°30'01"W, 181.05 ft.,
N61°54'40"W, 25.82 ft.,
S28°05'19"W, 44.60 ft.,
S28°36'02"W, 54.68 ft.,
S26°13'35"W, 147.74 ft., and
N61°36'15"W, 23.68 ft.;

- an old 1/2 in. Iron Rod No.98 found marking the Southwest corner of the 1.550 acre CS Golf Management, L.C. tract bears :

N66°30'14"W, 31.39 ft.,
 N72°30'33"W, 149.98 ft.,
 S17°30'01"W, 181.05 ft.,
 N61°54'40"W, 25.82 ft.,
 N61°54'40"W, 270.64 ft., and
 S28°05'21"W, 250.08 ft.;

- 6) **THENCE N21°40'57"E, 178.76 ft. to Point No.311 at the beginning of a 37.50 ft. radius curve to the right, and from Point No.311:**
- a Standard Rod and Cap No.331 set for reference bears S68°19'03"E, 12.50 ft.
 - Point No.364 at the center of said curve bears S68°19'03"E, 37.50 ft.;
- 7) **THENCE in a Westerly direction along said 37.50 ft. radius curve for an arc distance of 69.79 ft., the chord of said arc bearing N74°59'48"E, 60.14 ft. to Point No.310 at the end of said curve from which:**
- a Standard Rod and Cap No.350 set for reference bears N38°18'39"E, 12.50 ft.;
- 8) **THENCE S51°41'21"E, 59.63 ft. to Point No.309 at the beginning of a 37.50 ft. radius curve to the left from which:**
- Point No.363 at the center of said curve bears N38°18'39"E, 37.50 ft.;
- 9) **THENCE in a Northeasterly direction along said 37.50 ft. radius curve for an arc distance of 94.97 ft., the chord of said arc bearing N55°45'32"E, 71.55 ft. to Point No.308 at the end of said curve;**
- 10) **THENCE N16°47'36"W, 76.69 ft. to Point No.307 at the beginning of a 100.00 ft. radius curve to the right from which:**
- a Standard Rod and Cap No.347 set for reference bears S73°12'24"W, 12.50 ft.,
 - a Standard Rod and Cap No.324 set for reference bears N73°12'24"E, 12.50 ft., and
 - Point No.362 at the center of said curve bears N73°12'24"E, 100.00 ft.;

- 11) **THENCE** in a Northerly direction along said 100.00 ft. radius curve for an arc distance of 47.22 ft., the chord of said arc bearing **N3°16'00"W**, **46.78 ft.** to Point No.306 at the end of said curve;
- 12) **THENCE N10°15'37"E**, **77.57 ft.** to Point No.305 at the beginning of a 50.00 ft. radius curve to the right, and from which Point No.305:
- Point No.361 at the center of said curve bears **S79°44'23"E**, **50.00 ft.**;
- 13) **THENCE** in a Northerly direction along said 50.00 ft. radius curve for an arc distance of 16.49 ft., the chord of said arc bearing **N19°42'34"E**, **16.42 ft.** to Point No.262 on the Northwest line of the 13.2211 acre tract of land conveyed to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated July 1, 2003 recorded as Doc. No. 2003157973 in the Travis County Official Public Records (TCOPR), same being the Southeast line of that certain 5.009 acre tract of land conveyed to Travis County Municipal Utility District No. 10 by Special Warranty Deed dated April 13, 2009 recorded as Doc. No. 2009059885 TCOPR, considering the location of this common boundary to be established in the position of the Southeast boundary of Lot 1, Block B as shown upon the plat of WATERFORD ON LAKE TRAVIS, SECTION FOUR A recorded as Doc. No. 200800146 TCOPR (although finding no monuments marking any corner on this common boundary except as here described), and noting that from Point No.262:
- Point No.224, an Unmarked Angle Point on the Southeast boundary of Lot 1, Block B, bears **S42°04'21"W**, **112.37 ft.**,
 - Point No.260, an Unmarked Point on the East line of Lot 5, Block B in WATERFORD ON LAKE TRAVIS, SECTION FOUR A, considered by the undersigned to be the established location of a corner on the West line of the 13.2211 acre Travis County Municipal Utility District No. 10 tract bears:
 - S42°04'21"W**, **112.37 ft.**;
 - N 3°42'17"W**, **225.57 ft.**;
 - N18°44'32"W**, **221.56 ft.**;
 - N70°17'12"W**, **102.39 ft.**;
 - N75°51'44"W**, **124.85 ft.**;
 - S48°03'05"W**, **137.26 ft.**;
 - S 9°25'51"E**, **379.94 ft.**; and
 - N59°24'39"W**, **135.02 ft.**;

noting that from said Point No.260:

a 1/2 in. Iron Rod No.164 with the remnants of a Yellow Plastic Cap imprinted "DAA" found marking the Northeast corner of Lot 5 bears N5°09'43"E, 44.00 ft. and

a 1/2 in. Iron Rod No.161 with a Yellow Plastic Cap imprinted "DAA" found marking the Easterly Southeast corner of Lot 8, Block B bears S 5°09'43"W, 462.70 ft.,

- a 3 in. Aluminum Tablet No.94 (stamped "SURVEY MARKER, DO NOT DISTURB, DAA NO.") found in Concrete (15 in. Down) marking a corner of Lot 1, Block B as shown on the plat of WATERFORD ON LAKE TRAVIS, SECTION FOUR A bears :

N42°04'21"E, 39.59 ft.;
N8°59'13"E, 115.94 ft.;
N29°26'09"W, 45.85 ft.;
N76°29'09"W, 24.24 ft.;
N33°36'25"W, 36.22 ft.;
N16°32'45"E, 74.90 ft.;
N30°37'02"W, 146.49 ft.; and
N59°23'00"E, 96.21 ft.;

noting that from Aluminum Cap No.94 :

Point No.261 on the West line of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 TCRPR bears N59°23'00"E, 0.12 ft.,

an old 1/2 in. Iron Rod No.73 found on the West line of the 13.5199 acre strip, marking the beginning of a 550.00 ft. radius curve and taken for the same "steel pin" recited in the Deed to Travis County bears N59°23'00"E, 0.12 ft. and S53°58'16"E, 112.82 ft.,

an old 1/2 in. Iron Rod No.74 found on the West line of the 13.5199 acre strip and also taken for the "steel pin" recited in the same deed as marking the South end of a 395.00 ft. radius curve bears N59°23'00"E, 0.12 ft. and N53°58'16"W, 224.68 ft.;

14) **THENCE** from Point No.262, along the Centerline here described, continuing into the 5.009 acre Travis County Municipal Utility District No. 10 tract, along the 50.00 ft. radius curve to the right for an arc distance of 10.38 ft., the chord of said arc bearing **N35°06'24"E, 10.36 ft.** to Point No.304 at the end of said curve;

15) **THENCE N41°03'17"E,**

- at 32.11 ft. crossing the Northwest line of the 13.2211 acre Travis County Municipal Utility District No. 10 tract and leaving the 5.009 acre Travis County Municipal Utility District No. 10 tract,

in all for a total distance of **68.89 ft.** to Point No.303 at the beginning of a 100.00 ft. radius curve to the right from which:

- Point No.360 at the center of said curve bears **S48°56'43"E, 100.00 ft.;**

16) **THENCE** in a Northeasterly direction along said 100.00 ft. radius curve for an arc distance of 29.07 ft., the chord of said arc bearing **N49°22'58"E, 28.97 ft.** to Point No.302 at the end of said curve;

17) **THENCE N57°42'39"E, 71.16 ft.** to Point No.301 at an Angle Point;

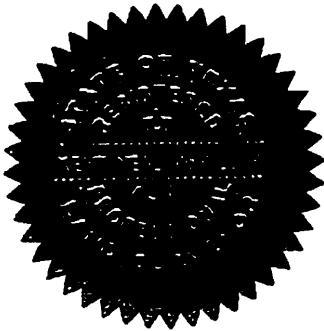
18) **THENCE N65°18'27"E, 158.36 ft.** to Point No.300, the **POINT OF TERMINATION** of the Centerline here described, on a 555.00 ft. radius curve in the West line of Lohman Ford Road, the West line of that certain 13.5199 acre strip of land conveyed by Mitchell Development Corporation of the Southwest to Travis County, Texas as described in Warranty Deed dated October 27, 1987 recorded in Volume 10605 at Page 375 TCRPR, and from said Point No.300:

- Point No.111 at the Center of the curve bears **S65°15'40"W, 555.00 ft.,**
- an old 1/2 in. Iron Rod No.72 found bears **S23°21'33"E, 26.60 ft.,** said Rod No.72 being taken for the "steel pin" recited in the last-mentioned deed as marking the South end of the 555.00 ft. radius curve,
- an old 1/2 in. Iron Rod No.73 found bears **N39°22'19"W, 280.41 ft.,** said Rod No.73 being taken for the "steel pin" recited in the same deed as marking the North end of the 555.00 ft. radius curve,

- an old 1/2 in. Iron Rod No.74 found bears N39°22'19"W, 280.41 ft. and N53°58'16"W, 337.51 ft., said Rod No.74 being taken for the "steel pin" recited in the same deed as marking the South end of a 395.00 ft. radius curve in the West line of the 13.5199 acre strip conveyed to Travis County,
- a Standard Rod and Cap No.320 set for reference on the curving West line of Lohman Ford Road bears S24°04'49"E, 12.50 ft., and
- a Standard Rod and Cap No.340 also set for reference on the curving West line bears N25°23'50"W, 12.50 ft.;

I, Kent Neal McMillan, a Registered Professional Land Surveyor, hereby certify that the above is a true and correct description of the results of an actual survey performed upon the ground under my direction, completed March 11, 2010.

Witness my hand and seal of registration,
April 10, 2010.



Kent Neal McMillan

Kent Neal McMillan
Registered Professional Land Surveyor
No. 4341
418 Ridgewood Road, Austin TX 78746
Telephone (512) 445-5441

SEE PAGE 17

(13.5199 ac.)

Travis County
Vol. 10605 Pg. 375 TCDR

Formerly:
(13.857 ac.)
Mitchell Resorts, Inc.
to CS Golf Management LC
by Special WD 10/04/1999
Doc.No. 1999144339

LOHMAN FORD RD.

Ed Pearson Sur. 142 A-2616
A.B. & M. Sur. 141 A-2183

POINT VENTURE SEC THREE - 2

737 738

Ed Pearson Sur. 142

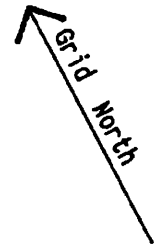
POINT OF COMMENCING

238
235

18

236 19

SUBD'N OF LOTS OUT OF THE
JOS PEARSON SUR. AND THE
TOMPKINS SUR.
BK. 4 PG. 196 TCPR.



NOTE: Refer to Pages 1 - 15 of this
written description for survey data
details of survey markers, and other
matters. Pages 16 - 18 are diagrams
to accompany Pages 1 - 15.

25 ft. Strip across M.U.D. No.10 Site

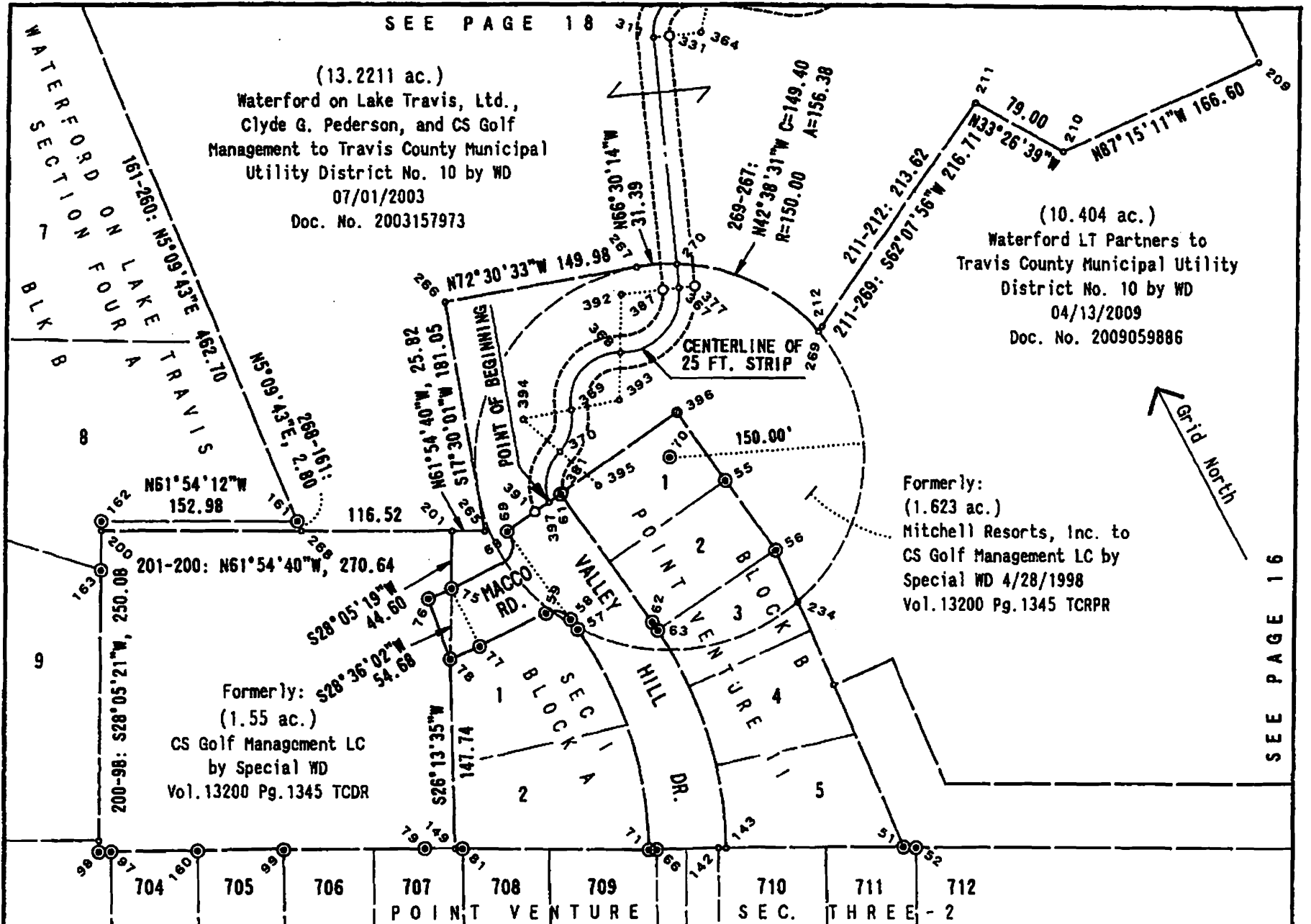
SEE PAGE 18

(13.2211 ac.)
Waterford on Lake Travis, Ltd.,
Clyde G. Pederson, and CS Golf
Management to Travis County Municipal
Utility District No. 10 by WD
07/01/2003
Doc. No. 2003157973

(10.404 ac.)
Waterford LT Partners to
Travis County Municipal Utility
District No. 10 by WD
04/13/2009
Doc. No. 2009059886

Formerly:
(1.623 ac.)
Mitchell Resorts, Inc. to
CS Golf Management LC by
Special WD 4/28/1998
Vol. 13200 Pg. 1345 TCRPR

Formerly:
(1.55 ac.)
CS Golf Management LC
by Special WD
Vol. 13200 Pg. 1345 TCDR



25 ft. Strip across M.U.D. No. 10 Site

SEE PAGE 16

(5.009 ac.)
 Tract 1
 Waterford Partners, L.P. to
 Travis County Municipal Utility
 District No. 10 by WD
 04/13/2009
 Doc. No. 2009059885

(13.2211 ac.)
 Waterford on Lake Travis, Ltd.,
 Clyde G. Pederson, and CS Golf
 Management to Travis County Municipal
 Utility District No. 10 by WD
 07/01/2003
 Doc. No. 2003157973

25 ft. Strip across M.U.D. No. 10 Site

POINT OF TERMINATION

LOHMAN FORD RD.

Grid North

CENTERLINE OF
 25 FT. STRIP

SEE PAGE 17

Page 18

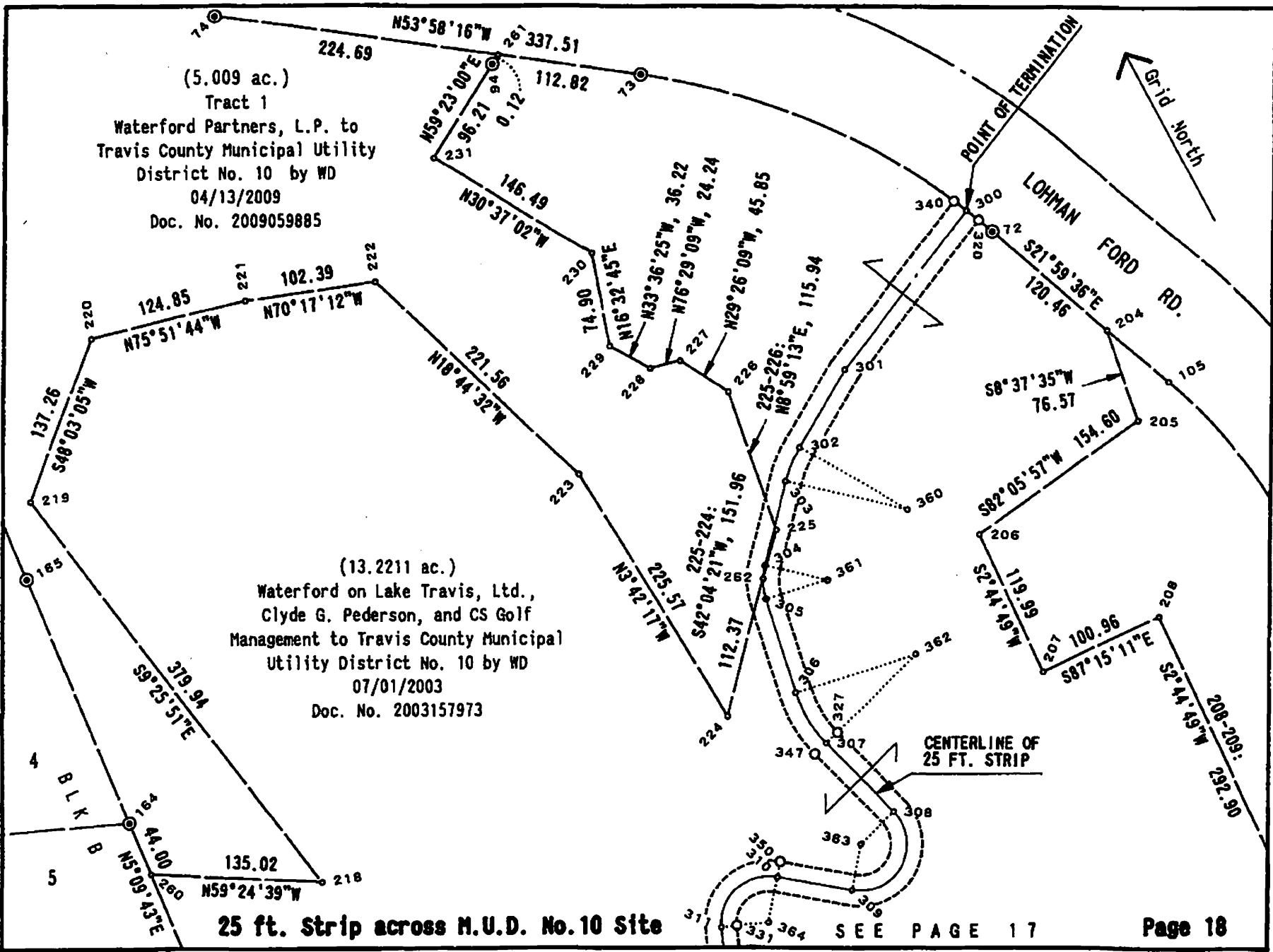


EXHIBIT B

Description of Dominant Estate

Lot 5, Block B, Point Venture II Section I, a subdivision in Travis County, Texas as shown on the plat recorded in Volume 87, Page 136A, Plat Records, Travis County, Texas. This property is commonly known as 503 Valley Hill Drive, Point Venture, Texas 78645-8607.

Return:

olive & olive
P.O. Box 489
Austin, TX 78767

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 19, 2011 10:40 AM

2011072415

PEREZTA: \$128.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT F

KENT NEAL MCMILLAN

418 Ridgewood Road
Austin, Texas 78746
(512) 445-5441 Office
(512) 447-0746 Fax

Registered Professional Land Surveyor

Texas Registration Number 4341
email: kentmcm@swbell.net

April 9, 2012

Ms. Gayla Dembkowski
GIS Specialist
Department of Transportation and Natural Resources
PO Box 1847
Austin TX 78767

re: Application for Naming Private Road "District Lane"

Dear Ms. Dembkowski :

On the subject of the requirement that all property owners whose properties adjoin the private easement proposed to be named "District Lane" sign the application, there are a few facts that I think are relevant in case one of the owners, a Dallas developer, is unresponsive.

There are four landowners who have property adjoining the private road proposed to be named "District Lane": Travis County MUD No. 10, the Bandows, the Lums, and a Dallas development entity called Waterford LT Partners LP. However, none of the lots owned by Waterford LT Partners LP are buildable at all as a practical matter. They were evidently platted by the original developer (not Waterford LT Partners LP) just to have some minimum number of platted lots in connection with an application for a utility system, and apparently without any intention of actually ever constructing buildings on them. Two of the Waterford LT Partners LP lots, tax parcels 01508003260000 and 01508003270000 (also known as Lots 1 and 2 in Block A of POINT VENTURE II SEC. I) are laid out over a steep ravine and the other three lots, tax parcels 0150800410000 - 0150800412000 (Lots 1 through 3 in Block B of POINT VENTURE II SEC. I) are covered by a sanitary control easement around a well - Lots 1 and 2 completely, and nearly all of Lot 3.

Waterford LT Partners LP is an entity engaged in the development of various sections of WATERFORD ON LAKE TRAVIS that these small lots in POINT VENTURE II SEC I are completely unlike. The Bandows and the Lums live in modest houses on small lots whereas lots being marketed in WATERFORD ON LAKE TRAVIS are probably about three or more times the size of theirs and upon which houses valued at probably six or more times those of the Bandows and Lums are being built. In short, Waterford LT Partners LP probably have no incentive at all to assist the Bandows and the Lums in being able to continue to live on their properties. When WATERFORD ON LAKE TRAVIS

Gayla Dembkowski
April 9, 2012

Page 2

SECTION 4A was platted in 2008, there was no provision made to connect the streets of POINT VENTURE II SEC. I to public roads, for example.

So considering their quite reasonable lack of interest in utilizing the lots they own along the stranded segment of Valley Hill Drive to be renamed as "District Lane", if there is no response forthcoming from Waterford LT Partners LP, I hope you agree that it would be unfair to the Bandows, Lums, and the MUD to stall the name change process and the 911 addressing.

Respectfully,

A handwritten signature in black ink that reads "Kent Neal McMillan". The signature is written in a cursive, flowing style.

Kent Neal McMillan
Registered Professional Land Surveyor

EXHIBIT G

May 2, 2012

Travis County TNR
Attn: Gayla Dembkowski
PO Box 1748
Austin, Texas 78767

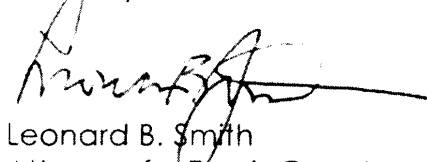
Re: Petition for Road Name Change and for Naming of Private
Road
Petitioners: Colby & Jennifer Bandow and Chris & Pamela
Lum

Dear Ms. Dembkowski:

As set forth in the Easement Agreements for Access attached as Exhibits D and E to the above-referenced Petition, this letter is to confirm that Travis County Municipal Utility District No. 10 consents to the naming of the **private road** crossing its property as "District Lane."

Please feel free to contact me if you have any questions or comments. Thank you for your cooperation this matter.

Sincerely,



Leonard B. Smith
Attorney for Travis County
Municipal Utility District No. 10

Austin

.....

Dallas

.....

Houston

Cc: Harvey Reiter
Sharon Covan
TCMUD #10

Via e-mail