



Travis County Commissioners Court Agenda Request

Meeting Date: August 7, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Rocky Creek Ranch Section 2 Final Plat (Long Form Final Plat - 107 total lots - Rocky Creek Boulevard - No ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and R.C. Travis, L.P. in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 107 total lots (100 single family, 4 drainage and water quality easement lots, and 3 landscape lots) on 66.436 acres. There are 6,308 linear feet of public streets proposed with this final plat. Water service will be provided by LCRA, wastewater service will be provided by Travis County Municipal Utility District No. 16, and parkland fees in lieu of dedication have been paid to Travis County in the amount of \$5,950.00.

The applicant is currently utilizing the county's alternative fiscal agreement and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety in the amount of \$159,677.00 was previously posted with Travis County and recently \$516,056.38 has been posted with the county. In addition to the street and drainage facilities the developer has constructed on the site, the full fiscal amount of \$675,733.38 has been satisfied.

B) The applicant, R.C. Travis, L.P., wishes to enter into a standard subdivision construction agreement with Travis County.

STAFF RECOMMENDATIONS:

As this plat was approved on January 31, 2012, for alternative fiscal by the Commissioners Court, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not registered any interested parties nor received any inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Location map

Precinct map

Proposed final plat

Subdivision Construction Agreements

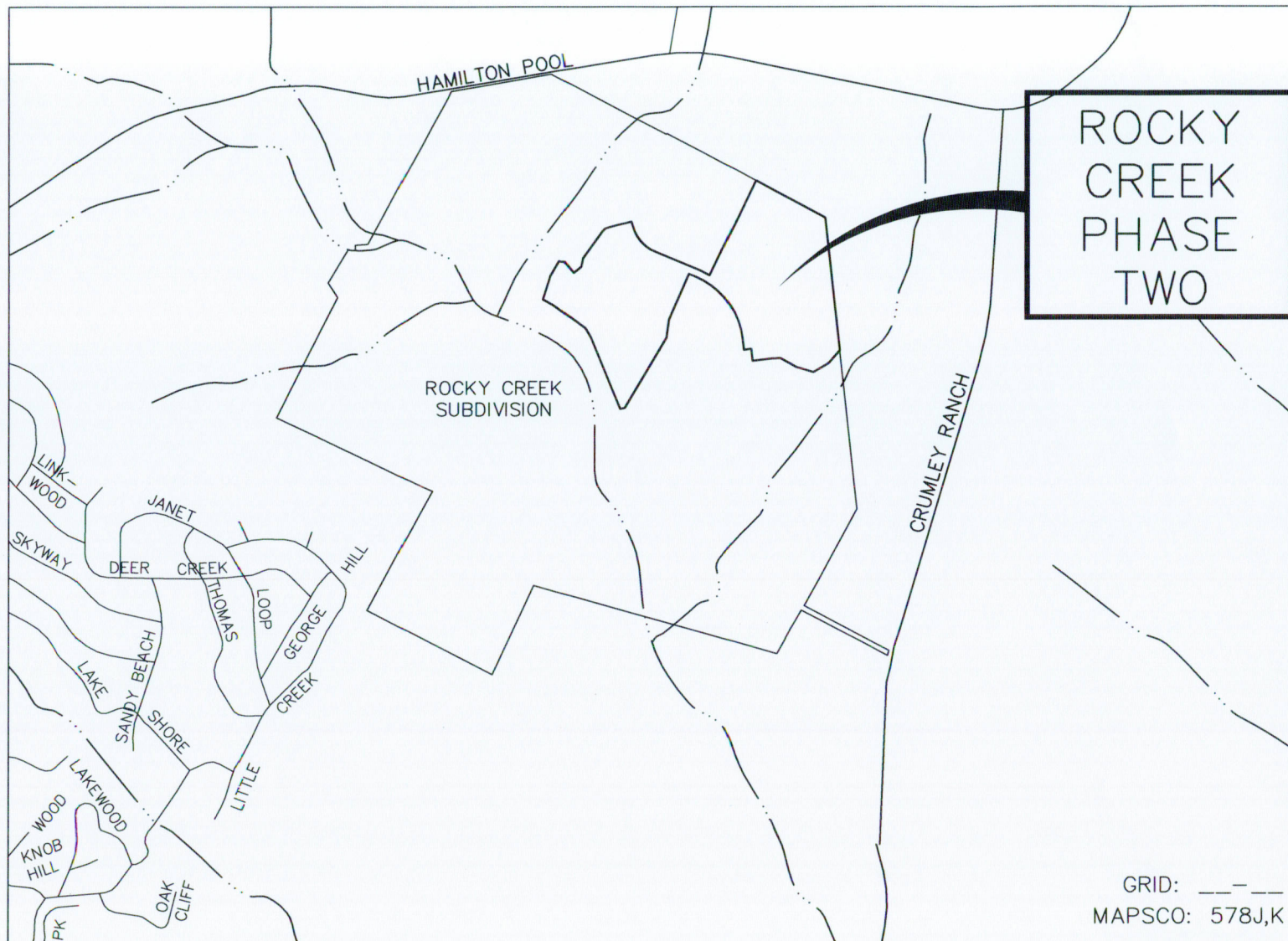
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Svs- Rocky Creek Ranch Section 2 Final Plat



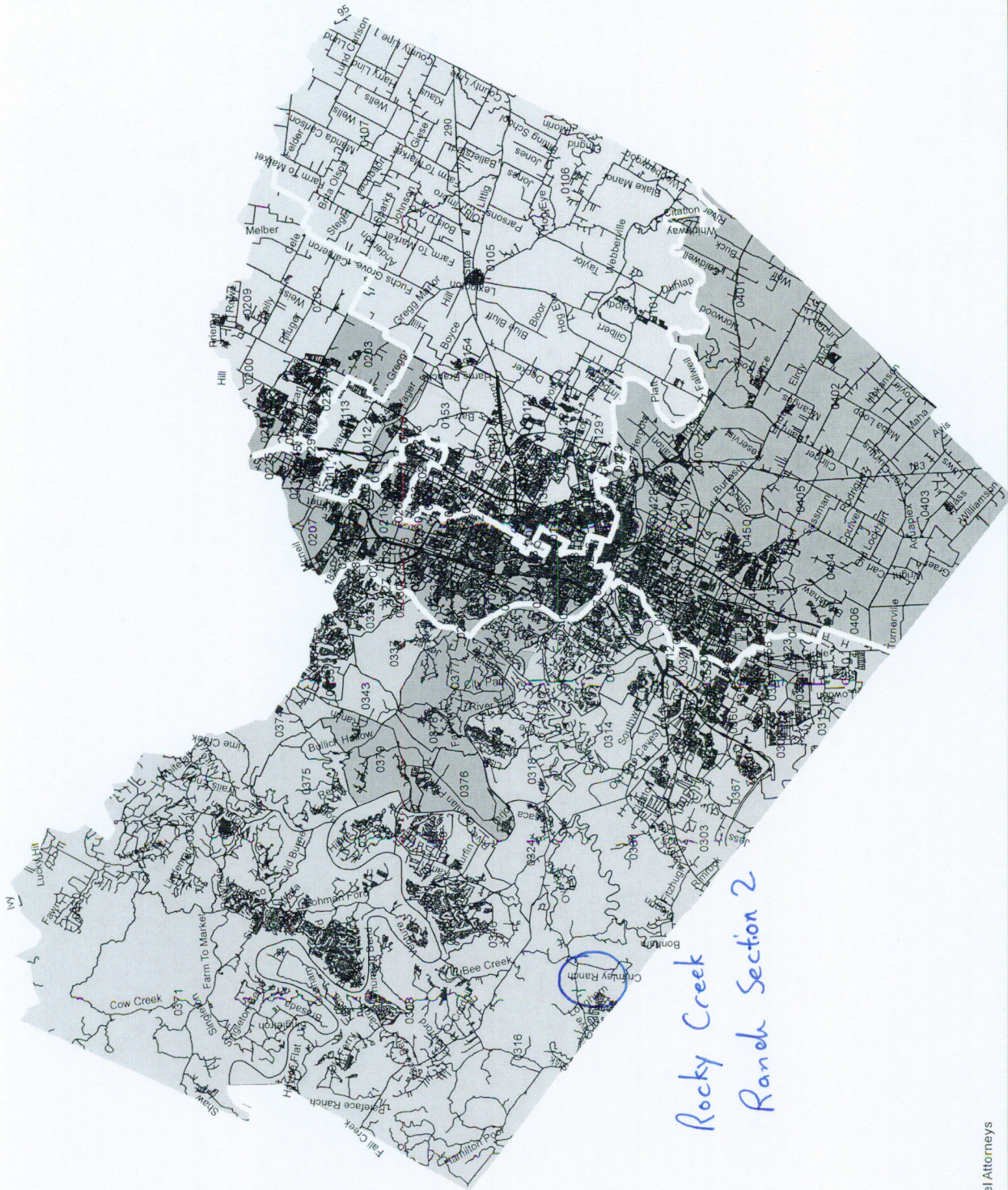
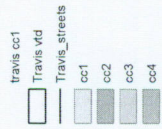
ROCKY CREEK RANCH PHASE TWO
EXHIBIT 1 - PROJECT
LOCATION MAP

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
1701 Directors Blvd., Suite 400 Austin, Texas 78744 (512) 441-9493

SCALE: 1" = 1500'
DATE: 08/29/2011
JOB NO: A588-010

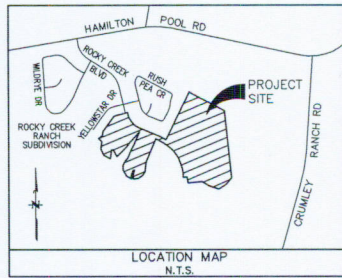
Precinct Map

Travis Plan GE 171



Rocky Creek
Randh Section 2

ROCKY CREEK RANCH
SECTION 2
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENTS MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

SURVEYOR:

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax 512/445-2286

ENGINEER:

JC JONES & CARTER, INC.
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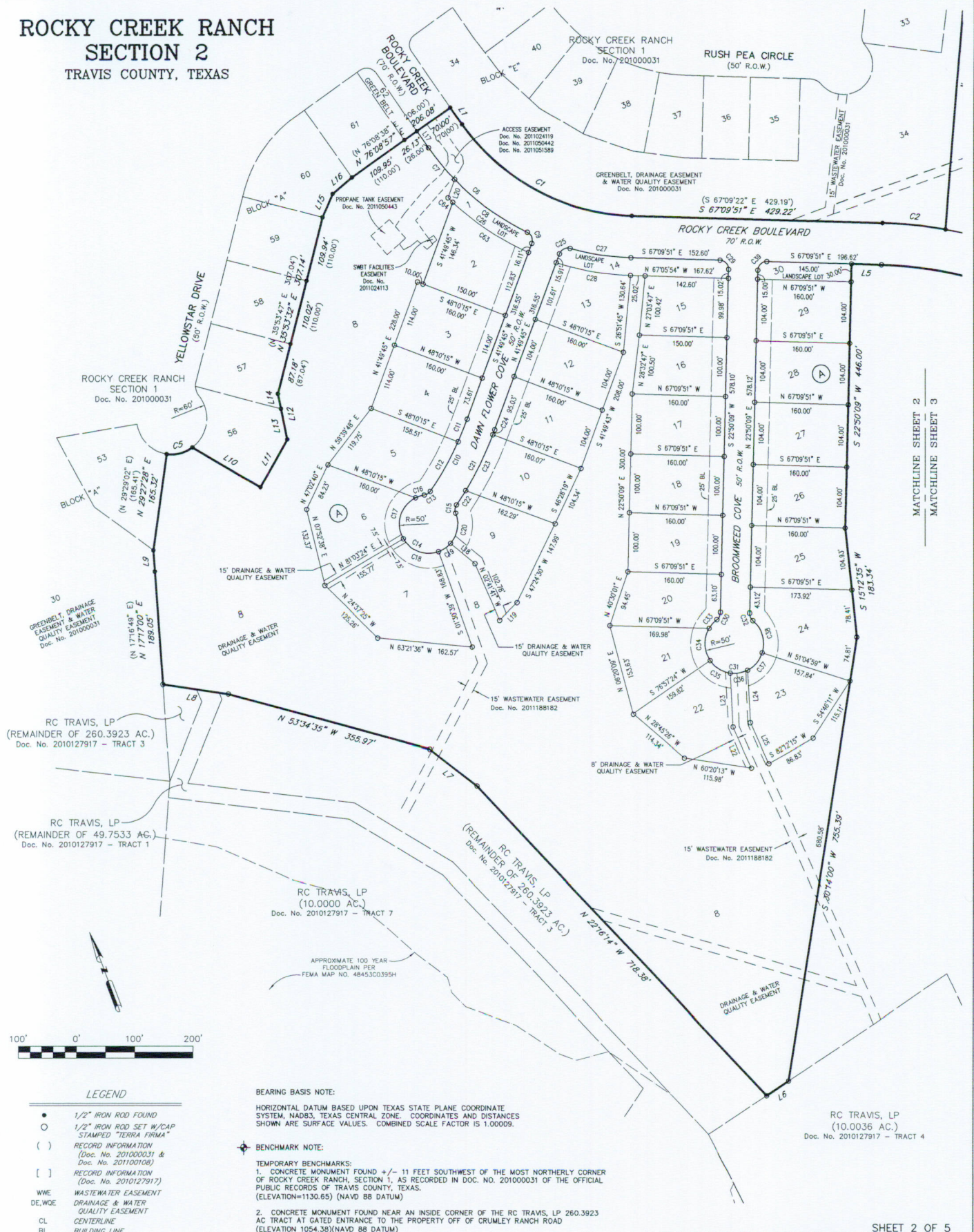
SHEET 1 OF 5

FILE: J:\Projects\A588\010\Survey\Drawing Files\700\A588-010-Plat.dwg
J:\Projects\A588\010\Survey\Point Files\A588-010-00-700.crd

JOB NO:	A588-010-00/700	DRAWN BY:	WSC
DATE:	August 2, 2011	CHECKED BY:	JON
SCALE:	1"=100'	REVISED:	

**ROCKY CREEK RANCH
SECTION 2**

ROCKY CREEK RANCH SECTION 2 TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET W/CAP
STAMPED "TERRA FIRMA"
- () RECORD INFORMATION
(Doc. No. 201000031 &
Doc. No. 201000031)
- [] RECORD INFORMATION
(Doc. No. 2010127917)
- WWE WASTEWATER EASEMENT
- DE, WQE DRAINAGE & WATER
QUALITY EASEMENT
- CL CENTERLINE
- BL BUILDING LINE

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00009.

BENCHMARK NOTE:

TEMPORARY BENCHMARKS:

1. CONCRETE MONUMENT FOUND +/- 11 FEET SOUTHWEST OF THE MOST NORTHERLY CORNER OF ROCKY CREEK RANCH, SECTION 1, AS RECORDED IN DOC. NO. 201000031 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (ELEVATION=1130.65) (NAVD 88 DATUM)
2. CONCRETE MONUMENT FOUND NEAR AN INSIDE CORNER OF THE RC TRAVIS, LP, 260.3923 AC TRACT AT GATED ENTRANCE TO THE PROPERTY OFF OF CRUMLEY RANCH ROAD (ELEVATION 1054.38) (NAVD 88 DATUM)

SURVEYOR:

ENGINEER:

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SHEET 2 OF 5

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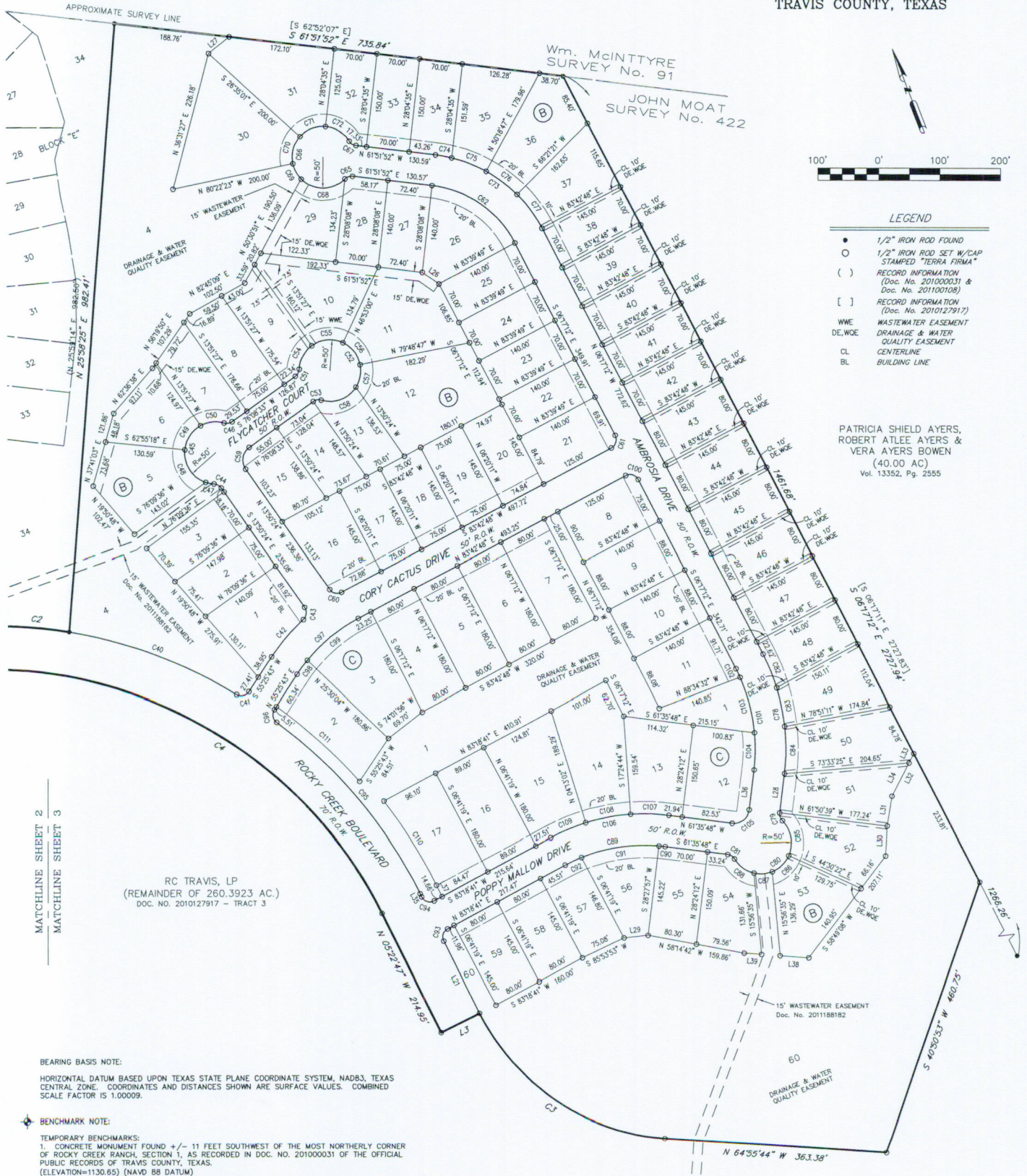
JOB NO: A588-010-00700	DRAWN BY: MSC
DATE: August 2, 2011	CHECKED BY: JDN
SCALE: 1"=100'	REVISED: January 10, 2012

**ROCKY CREEK RANCH
SECTION 2**

ROBERT ATLEE AYERS &
VERA PATRICIA AYERS BOWEN
(5345.6 AC)
Vol. 11364, Pg. 48
&
Vol. 600, Pg. 24

ROCKY CREEK RANCH SECTION 2

TRAVIS COUNTY, TEXAS



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**ROCKY CREEK RANCH
SECTION 2**

ROCKY CREEK RANCH
SECTION 2
TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 13°47'06" E	34.97'
	(S 13°51'22" E)	(34.95')
L3	S 84°37'13" W	70.00'
L5	N 67°09'51" W	51.62'
L6	S 77°52'14" W	44.72'
	(S 77°51'49" W)	
L7	N 31°01'35" W	101.65'
L8	N 60°19'47" W	112.88'
L9	N 17°14'55" E	35.84'
	(N 17°17'31" E)	(35.76')
L10	S 38°29'49" E	133.70'
	(S 38°29'55" E)	(133.70')
L11	N 51°08'00" E	92.14'
	(N 51°05'59" E)	(92.08')
L12	N 09°40'30" E	77.91'
	(N 09°42'05" E)	(78.01')
L13	N 09°40'30" E	52.34'
	(N 09°42'05" E)	(52.42')
L14	N 09°40'30" E	25.57'
	(N 09°42'05" E)	(25.59')
L15	N 45°27'28" E	42.81'
	(N 45°22'28" E)	(42.82')
L16	N 71°18'15" E	43.04'
	(N 71°19'10" E)	(43.02')
L17	S 13°47'06" E	34.44'
L18	N 29°08'33" W	53.76'
L19	S 67°32'00" W	41.13'
L20	N 41°49'45" E	32.91'
L21	N 05°22'47" W	129.31'
L22	S 03°21'25" E	75.24'
L23	S 18°24'07" W	90.84'
L24	N 18°24'07" E	88.68'
L25	N 03°21'25" W	75.01'
L26	S 33°58'35" E	32.74'
L27	N 72°55'03" E	43.11'
L28	N 28°24'12" E	64.07'
L29	N 74°49'36" W	39.55'
L30	S 24°43'20" W	47.87'
L31	S 30°37'21" W	48.64'
L32	S 48°39'50" W	78.00'
L33	S 48°39'50" W	17.12'
L34	S 48°39'50" W	60.87'
L35	N 05°22'47" W	5.62'
L36	S 28°24'12" W	65.30'
L37	N 05°22'47" W	20.28'
L38	N 64°30'30" W	46.78'
L39	N 64°30'30" W	28.44'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	365.00'	339.53'	327.42'	S 40°30'15" E
		(339.55')	(327.43')	(S 40°30'22" E)
C2	785.08'	109.69'	109.60'	S 63°13'07" E
	(785.00')	(109.62')	(109.53')	(S 63°09'20" E)
C3	365.00'	379.35'	362.51'	N 35°09'15" W
C4	715.08'	771.81'	734.89'	N 36°18'02" W
C5	60.00'	46.48'	45.32'	S 82°40'34" E
	(60.00')	(46.53')	(45.37')	(S 82°43'27" E)
C6	435.00'	222.34'	219.93'	S 28°25'41" E
C7	435.00'	69.98'	69.90'	S 18°23'37" E
C8	435.00'	152.37'	151.59'	S 33°02'12" E
C9	15.00'	22.23'	20.25'	S 00°37'15" E
C10	550.00'	136.73'	136.38'	S 48°57'04" W
C11	550.00'	40.43'	40.42'	S 43°56'06" W
C12	550.00'	96.30'	96.17'	S 51°03'25" W
C13	15.00'	12.33'	11.99'	S 79°37'19" W
C14	50.00'	247.63'	61.73'	S 38°42'46" E
C15	15.00'	14.67'	14.09'	N 27°25'34" E
C16	50.00'	15.76'	15.70'	N 85°51'40" W
C17	50.00'	82.07'	73.17'	S 38°04'53" W
C18	50.00'	69.42'	63.97'	S 48°42'59" E
C19	50.00'	25.12'	24.85'	N 77°07'15" E
C20	50.00'	55.26'	52.49'	N 31°04'02" E
C21	600.00'	142.63'	142.29'	N 48°38'21" E
C22	600.00'	28.98'	28.97'	N 54°03'56" E
C23	600.00'	104.68'	104.55'	N 47°41'02" E
C24	600.00'	8.97'	8.97'	N 42°15'27" E
C25	15.00'	22.23'	20.25'	N 84°16'46" E
C26	465.00'	165.25'	164.38'	N 34°54'29" W
C27	435.00'	105.48'	105.22'	S 60°13'02" E
C28	463.69'	129.05'	128.64'	N 59°11'56" W
C29	15.00'	23.56'	21.21'	S 22°09'51" E
C30	15.00'	13.62'	13.16'	S 48°51'06" W
C31	50.00'	247.87'	61.54'	S 67°09'10" E
C32	15.00'	13.62'	13.15'	N 03°10'07" W
C33	50.00'	19.98'	19.85'	S 63°25'06" W
C34	50.00'	56.72'	53.72'	S 19°28'23" W
C35	50.00'	41.75'	40.54'	S 36°56'30" E
C36	50.00'	30.70'	30.22'	S 78°26'50" E
C37	50.00'	39.31'	38.31'	N 61°26'29" E
C38	50.00'	59.42'	55.98'	N 04°52'19" E
C39	15.00'	23.56'	21.21'	N 67°50'09" E
C40	785.08'	293.43'	291.73'	N 48°30'31" W
C41	15.00'	22.72'	20.61'	N 81°11'10" W
C42	325.00'	79.27'	79.08'	S 62°24'58" W
C43	15.00'	21.79'	19.93'	S 27°46'55" W
C44	15.00'	13.64'	13.18'	S 39°53'47" E
C45	50.00'	169.40'	99.24'	S 31°06'17" W
C46	15.00'	13.62'	13.16'	N 77°50'51" W
C47	50.00'	13.97'	13.93'	S 57°56'50" E
C48	50.00'	67.21'	62.27'	S 11°25'54" E
C49	50.00'	48.60'	46.71'	S 54°55'25" W
C50	50.00'	39.61'	38.59'	N 74°32'04" W
C51	15.00'	13.62'	13.16'	S 50°07'57" W
C52	50.00'	247.87'	61.54'	N 13°51'27" W
C53	15.00'	13.62'	13.16'	S 77°50'51" E
C54	50.00'	44.82'	43.34'	S 49°48'10" W
C55	50.00'	53.43'	50.92'	N 73°54'10" W
C56	50.00'	46.67'	44.99'	N 16°33'04" W
C57	50.00'	38.33'	37.40'	N 32°08'50" E

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C58	50.00'	64.63'	60.22'	S 88°51'54" E
C59	25.00'	39.28'	36.36'	N 31°09'05" E
C60	15.00'	21.58'	19.77'	N 55°03'48" W
C61	15.00'	23.56'	21.21'	S 38°42'48" W
C62	175.00'	169.75'	163.18'	S 34°04'32" E
C63	465.00'	154.40'	153.70'	S 35°34'35" E
C64	465.00'	10.85'	10.85'	S 25°23'43" E
C65	15.00'	13.62'	13.16'	S 87°52'49" E
C66	50.00'	247.87'	61.54'	S 28°07'26" W
C67	15.00'	13.62'	13.15'	N 35°51'37" W
C68	50.00'	78.97'	71.01'	S 68°39'04" E
C69	50.00'	28.83'	28.44'	S 06°53'09" E
C70	50.00'	46.95'	45.24'	S 36°32'02" W
C71	50.00'	46.27'	44.63'	S 89°56'28" W
C72	50.00'	46.86'	45.16'	N 36°42'12" W
C73	225.00'	218.25'	209.80'	N 34°04'32" W
C74	225.00'	26.81'	26.79'	N 58°27'05" W
C75	225.00'	60.28'	60.10'	N 47°21'46" W
C76	225.00'	63.00'	62.79'	N 31°39'56" W
C77	225.00'	68.16'	67.90'	N 14°57'55" W
C78	325.00'	196.77'	193.78'	N 11°03'30" E
C79	15.00'	13.62'	13.16'	N 02°23'35" E
C80	50.00'	169.33'	99.25'	N 73°24'12" E
C81	15.00'	13.62'	13.16'	S 35°35'12" E
C82	325.00'	57.68'	57.61'	N 01°12'07" W
C83	325.00'	62.05'	61.96'	N 09°21'09" E
C84	325.00'	77.04'	76.86'	N 21°36'46" E
C85	50.00'	60.31'	56.72'	N 10°56'18" E
C86	50.00'	38.21'	37.29'	N 67°23'09" E
C87	50.00'	30.47'	30.00'	S 73°15'47" E
C88	50.00'	40.34'	39.26'	S 32°41'25" E
C89	275.00'	168.43'	165.81'	S 79°08'34" E
C90	275.00'	10.00'	10.00'	S 62°38'19" E
C91	275.00'	128.88'	127.70'	S 77°06'24" E
C92	275.00'	29.55'	29.53'	N 86°23'22" E
C93	15.00'	23.22'	20.97'	N 38°57'57" E
C94	15.00'	23.90'	21.45'	N 51°02'03" W
C95	785.08'	365.71'	362.41'	N 18°43'29" W
C96	15.00'	22.91'	20.75'	N 11°40'46" E
C97	275.00'	135.50'	134.13'	N 69°32'38" E
C98	275.00'	27.76'	27.75'	N 58°19'13" E
C99	275.00'	107.74'	107.05'	N 72°26'08" E
C100	15.00'	23.56'	21.21'	S 51°17'12" E
C101	275.00'	166.50'	163.97'	S 11°03'30" W
C102	275.00'	15.28'	15.28'	S 04°41'41" E
C103	275.00'	90.38'	89.97'	S 06°18'43" W
C104	275.00'	60.84'	60.72'	S 22°03'54" W
C105	25.00'	39.27'	35.36'	S 73°24'12" W
C106	325.00'	199.05'	195.96'	N 79°08'34" W
C107	325.00'	62.34'	62.25'	N 67°05'32" W
C108	325.00'	74.85'	74.68'	N 79°11'07" W
C109	325.00'	61.86'	61.77'	S 88°45'52" W
C110	815.08'	160.44'	160.18'	N 11°01'08" W
C111	805.11'	182.11'	181.72'	S 26°40'24" E

LOT TABLE	
DESCRIPTION	ACREAGE
SINGLE FAMILY LOTS	33.123 AC.
DRAINAGE & WATER QUALITY EASEMENT	24.145 AC.
LANDSCAPE LOTS	0.420 AC.
ROCKY CREEK BOULEVARD	2.990 AC.
DAWN FLOWER COVE	0.725 AC.
BROOMWEED COVE	0.868 AC.
FLYCATCHER COURT	0.807 AC.
CORY CACTUS DRIVE	0.847 AC.
POPPY MALLOW DRIVE	0.688 AC.
AMBROSIA DRIVE	1.823 AC.
TOTAL RIGHT-OF-WAY	8.744 AC.
TOTAL AREA	66.436 AC.
NUMBER OF RESIDENTIAL LOTS	100
NUMBER OF DRAINAGE & WATER QUALITY EASEMENT LOTS	4
NUMBER OF LANDSCAPE LOTS	3
TOTAL NUMBER OF LOTS	107

STREET NAMES	R.O.W. WIDTH	CENTERLINE LENGTH
ROCKY CREEK BOULEVARD	70 FT.	1,861 FT.
DAWN FLOWER COVE	50 FT.	520 FT.
BROOMWEED COVE	50 FT.	644 FT.
FLYCATCHER COURT	50 FT.	531 FT.
CORY CACTUS DRIVE	50 FT.	736 FT.
POPPY MALLOW DRIVE	50 FT.	570 FT.
AMBROSIA DRIVE	50 FT.	1,446 FT.
TOTAL	-	6,308 FT.

SHEET 4 OF 5

SURVEYOR:

terra firma LAND SURVEYING

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ROCKY CREEK RANCH
SECTION 2

**ROCKY CREEK RANCH
SECTION 2
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS)
COUNTY OF DALLAS) KNOW ALL MEN BY THESE PRESENTS:

That, RC Travis, L.P., a Texas limited partnership, acting herein by and through Brian Carlock, Senior Vice President, owner of 66.436 acres of land being portions of a 49.7533-acre tract (Tract 1) and a 260.3923-acre tract (Tract 3), out of the John Moot Survey No. 422, Travis County, Texas, as conveyed to it by special warranty deed recorded in Document No. 2010127917 of the Official Public Records of Travis County, Texas, does hereby subdivide 66.436 acres of land, pursuant to Chapter 232 of the Texas Local Government Code, in accordance with the plat shown hereon, to be known as **ROCKY CREEK RANCH, SECTION 2**, and does hereby dedicate to the public the use of the streets and easements shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the 10th day of January, 2012 A.D.

RC Travis, L.P., a Texas limited partnership
Three Lincoln Centre
5430 LBJ Freeway, Suite 800
Dallas, TX 75240

By: [Signature]
Brian Carlock, Senior Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned authority on this day personally appeared Brian Carlock, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

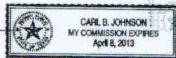
[Signature]

Notary Public, State of Texas

EARL JOHNSON

Print Notary's Name

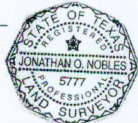
My Commission Expires: APR 8, 2013



I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

[Signature]
Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date 1/10/2012

TERRA FIRMA LAND SURVEYING
1701 Directors Blvd., Suite 400
Austin, Texas 78744



FLOOD PLAIN NOTE:

No portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) #48453C0395H, Travis County, Texas, dated September 26, 2008, Community #481026.

I, Gernseng N. Perry, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is feasible from an engineering standpoint and is true and correct to the best of my knowledge.

[Signature]
Gernseng N. Perry
Registered Professional Engineer No. 99300
Date 1/10/2012

JONES & CARTER, INC.
1701 Directors Blvd., Suite 400
Austin, Texas 78744



This subdivision is not located in the extraterritorial jurisdiction of the City of Austin, Texas, as of this the _____ day of _____, 20____ A.D.

Greg Guernsey, Director
Planning and Development Review Department

TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The owner(s) of the subdivision shall construct the subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release Fiscal Security posted to secure private improvements. To secure this obligation, the owner(s) must post fiscal security with the county in the amount of the estimated cost of the improvements. The owner(s)' obligation to construct the improvements to County Standards and to post the Fiscal Security to secure such construction is a continuing obligation binding on the owners and their successors and assigns until the public improvements have been accepted for maintenance by the county, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the Developer's construction.

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 20____ A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT of said County, the _____ day of _____, 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock _____ M., and duly recorded on the _____ day of _____, 20____ A.D., at _____ o'clock _____ M., in the Official Public Records of said County and State in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the _____ day of _____, 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

NOTES:

1. This subdivision is located in Travis County; however, it does not lie in any city's ETJ or corporate limits.
2. All streets and drainage facilities shall be constructed and installed to Travis County standards.
3. All drainage easements on private property shall be maintained by the owner and/or his/her assigns.
4. No objects, including but not limited to, buildings, fences, landscaping or other structures shall be allowed in a drainage easement except as approved by Travis County.
5. Property owner and/or his/her assigns shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
6. The owner/developer of this subdivision/lot is responsible for providing the subdivision infrastructure, including water and wastewater improvements, offsite main extensions, and system upgrades.
7. Water service will be provided by the Lower Colorado River Authority (LCRA) and wastewater service will be provided by Travis County MUD No. 16. Electric service will be provided by Pedernales Electric Cooperative, Inc.
8. A Travis County Development Permit and Storm Water Pollution Prevention Plan (SWP3) are required prior to construction activities on a lot within this subdivision common plan of development. A SWP3 requires the use of temporary and permanent Best Management Practices (BMPs), including erosion and sediment controls, for protection of storm water runoff quality for construction activities.
9. Occupancy of any lot is prohibited until connection is made to an approved public sewer system.
10. Occupancy of any lot is prohibited until water satisfactory for human consumption is available from a source in adequate and sufficient supply for the proposed development.
11. A ten (10) foot Public Utility Easement is hereby dedicated adjacent to all right-of-way and a (5) foot Public Utility Easement is hereby dedicated adjacent to all side and rear lot lines.
12. No sidewalks proposed to be built.
13. Lots 1, 8, 14, & 30 of Block A, Lots 4 & 60 of Block B and Lot 1, Block C are restricted to nonresidential uses and are hereby owned and maintained by Homeowner Association as described in Document Nos. 2010010637 and 2011036711, of the Official Public Records of Travis County, Texas.
14. It is declared that all of the property of the subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions contained in the deed restrictions on file in Document No. 2010010637 of the Official Public Records of Travis County, Texas.
15. This subdivision is subject to a phasing agreement with Travis County.
16. It is declared that all of the subject property of the subdivision shall be held, sold and conveyed subject to the following restrictions and conditions: all water quality protection features, including any filter strips, buffer zones, greenbelt areas and impervious cover limitations, depicted or provided for on this plat or incorporated in the development of a lot shall be maintained for water quality protection and shall not be altered, damaged or covered except as provided by the U.S. Fish and Wildlife Service recommendations for protection of water quality of the Edwards Aquifer dated September 1, 2000. This restriction against altering the physical elements of the water quality protection measures shall run with the land and the owner of any real property interest in any of the property described on this plat, as well as any governmental entity with jurisdiction over platting or subdivision of the tract or over the roads within the tract, shall have the right to enforce this restriction by any proceeding at law or in equity.

SHEET 5 OF 5

FILE:	J:\Projects\A588\010\Survey\Drawing Files\700\A588-010-Plat.dwg	
	J:\Projects\A588\010\Survey\Point Files\A588-010-00-700.crd	
JOB NO:	A588-010-00/700	DRAWN BY: MSC
DATE:	August 2, 2011	CHECKED BY: JON
SCALE:	1"=100'	REVISED: October 25, 2011

**ROCKY CREEK RANCH
SECTION 2**

SURVEYOR:

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 • Austin, Texas 78744 • 512/228-8373 • Fax 512/445-2286

ENGINEER:

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439

1701 DIRECTORS BLVD., STE. 400
AUSTIN, TEXAS 78744
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between R.C. Travis, L.P., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of " Rocky Creek Ranch Sec. 2 " (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

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

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: R.C. Travis, L.P.
3090 Olive Street, Ste. 300
Dallas, TX 75219

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By:



Name: Brian Carlock
Title: Sr. Vice President
Authorized Representative
Date:

ACKNOWLEDGEMENT

STATE OF TEXAS

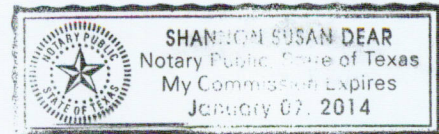
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , , by
Brian Carlock, in the capacity stated herein.

Signature of Notary

Shannon Dear

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



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY