



# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 18, 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

AB

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording: Sweetwater Section One Village H2 Final Plat (Long Form Final Plat - 19 total lots - Pedernales Summit Parkway - No ETJ; and
- B) A Travis County Subdivision Construction Agreement between Travis County and WSI (II) - COS, LLC in Precinct Three.

## **BACKGROUND/SUMMARY OF REQUEST:**

A) This final plat consists of 19 total lots (18 single family residential lots and one fence, signage, and landscape lot) on 3.97 acres. There are 309 linear feet of public streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1B. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$1,763.00.

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 \$601,323.20 was recently posted with Travis County which addresses the balance of the previously posted fiscal (\$163,470.50) and the street and drainage facilities the developer has constructed on the site.

B) The applicant, WSI (II) - COS, LLC, wishes to enter into a standard subdivision construction agreement with Travis County.

## **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on April 17, 2012, staff recommends approval of the final plat and the subdivision construction agreement.

## **ISSUES AND OPPORTUNITIES:**

Staff did receive an open record request on the entire Sweetwater development by Bill Bunch with Save Our Springs. However, staff has not been contacted by anyone

via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

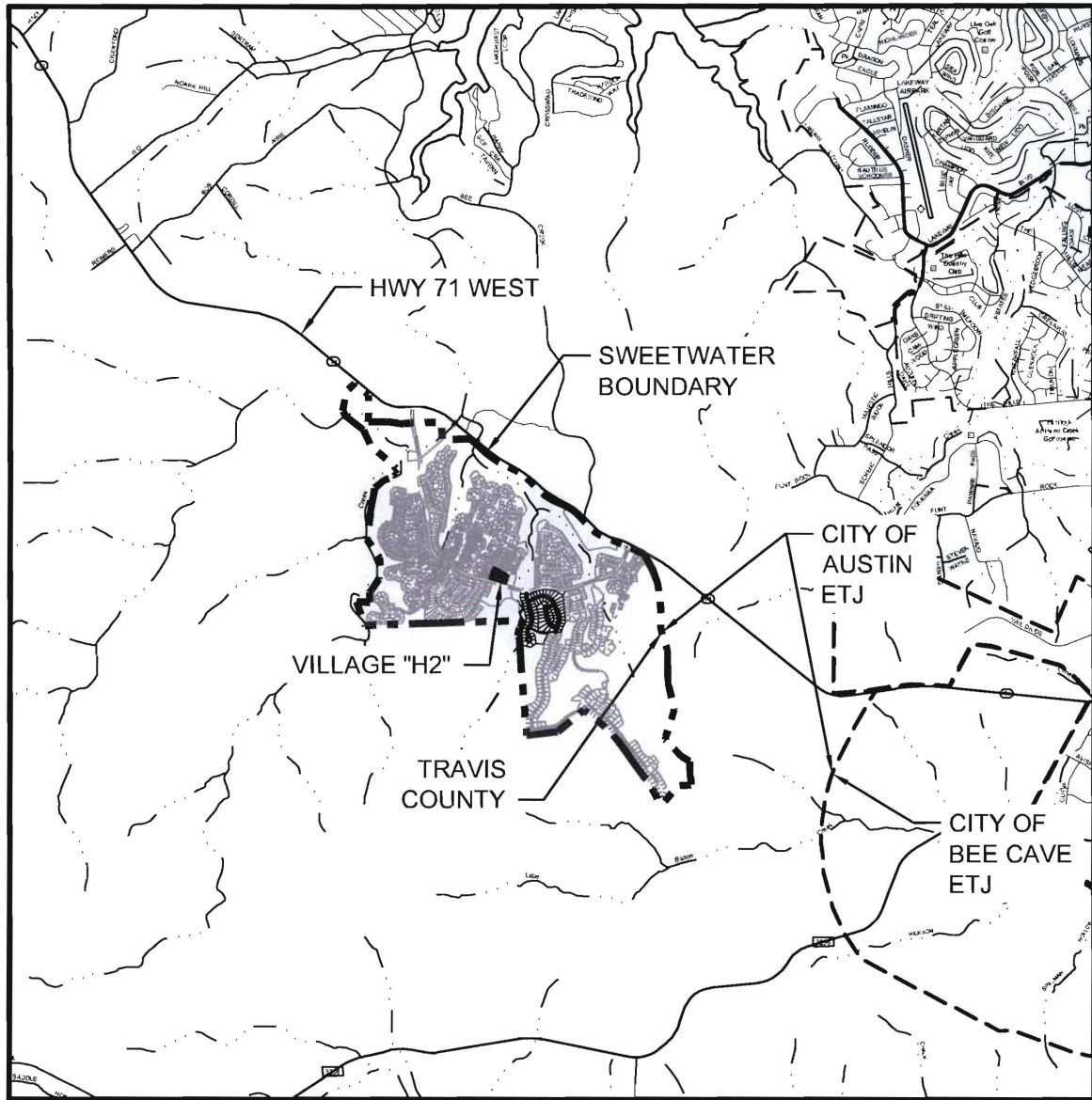
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

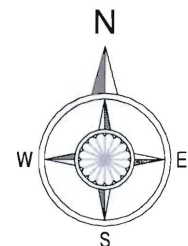
**1101 - Development Svs- Sweetwater Section One Village H2 Final Plat**



**LOCATION MAP**  
**SWEETWATER**  
**VILLAGE "H2"**

**Malone/  
 Wheeler, Inc.**

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

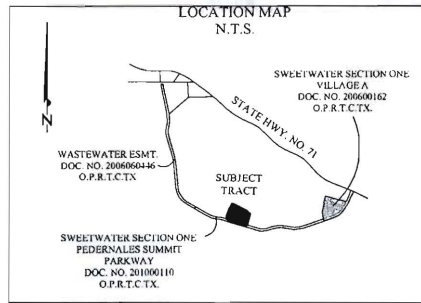






PRECINCT MAP





**TRAVIS COUNTY  
CONSUMER PROTECTION NOTICE  
FOR HOMEBUYERS**

**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 THE  
CITY LIMITS.**

**BECAUSE OF THIS, LOCAL GOVERNMENT 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.**

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS. DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 3.968 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER SECTION ONE, VILLAGE H 2" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC THE USE OF ALL STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D.

BY: MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY \_\_\_\_\_ DATE \_\_\_\_\_  
WS-COS DEVELOPMENT, LLC  
52 MASON ST.  
GREENWICH, CT 06830

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: \_\_\_\_\_ 201\_\_ A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.

I, RICHARD J. WHEELER, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD J. WHEELER, JR., P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 45033  
MALONE/WHEELER, INC.  
7500 RIALTO BLVD, BLDG 1, SUITE 240  
AUSTIN, TEXAS 78735

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN C. NIELSEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATE \_\_\_\_\_ JOHN C. NIELSEN \_\_\_\_\_  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 5541 STATE OF TEXAS  
DELTA SURVEY GROUP, INC.  
8213 BRODIE LANE, STE 102  
AUSTIN, TEXAS 78745

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.

DIRECTOR, CITY OF AUSTIN WATERSHED  
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/ OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, PRESCRIBED BY THE 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 ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE 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 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 DEVELOPERS 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 \_\_\_\_\_, 200\_\_, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D.

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,  
TRAVIS COUNTY, TEXAS.

DEPUTY \_\_\_\_\_



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

# SWEETWATER SECTION ONE VILLAGE H2



NOTES:

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO LCRA AND TCEQ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
7. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETJ, BEE CAVE ETJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO: 2006076072.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
12. DRAINAGE EASEMENTS LESS THAN 25 FEET WIDE ARE RESTRICTED TO ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 1B. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
17. LOT 19 BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUD 1B OR ITS ASSIGNMENTS.
18. ALL PUBLIC STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY EASEMENTS AND GAS EASEMENT AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1B OR THEIR ASSIGNS.
19. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
20. ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
21. ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 1B SHALL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

BENCHMARK LIST:

- TBM-08: COTTON SPINDLE SET IN 9" LIVE OAK TAG No. 7542  
ELEV: 979.63'
- TBM-10: COTTON SPINDLE SET IN LIVE OAK TAG No. 8188  
ELEV: 899.97'

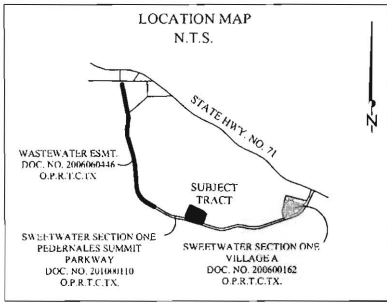
SWEETWATER DEVELOPMENT PLAT NOTES:

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

LAND USE SCHEDULE

RESIDENTIAL LOTS	18
FENCE, SIGNAGE AND LANDSCAPE LOT	1
BLOCKS	1
TOTAL	20
TOTAL ACREAGE	3.968

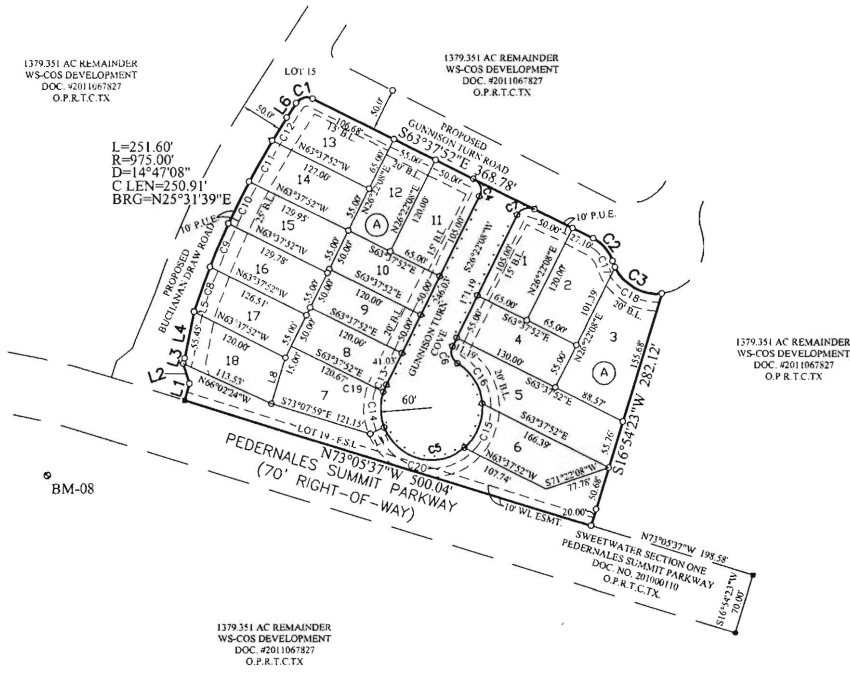
STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
GUNNISON TURN COVE	28'	25 MPH	C&G	LOCAL	PUBLIC	309 L.F.
TOTAL:						309 L.F.



W. A. BARLOW SURVEY NO. 86  
 TRAVIS COUNTY, TEXAS  
 OCTOBER 2011



BM-10



**LEGEND**

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- 1/2 INCH IRON ROD SET
- CONCRETE MONUMENT SET
- ... SIDEWALK
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY BMP EASEMENT
- F.S.L. FENCE, SIGNAGE AND LANDSCAPE LOT
- BM ELEVATION BENCHMARK
- (A) BLOCK DESIGNATION

**BENCHMARK LIST:**

BTM-08: COTTON SPINDLE SET IN 9" LIVE OAK TAG No. 7542  
 ELEV: 979.63'

BTM-10: COTTON SPINDLE SET IN LIVE OAK TAG No. 8188  
 ELEV: 899.97'

LINE	BEARING	DISTANCE
L1	N16°54'23"E	20.00'
L2	N18°05'09"W	24.41'
L3	N16°54'23"E	6.39'
L4	N11°00'38"E	56.23'
L5	S11°00'38"W	0.78'
L6	N32°51'13"E	20.21'
L7	S16°54'23"W	0.21'
L8	S16°54'23"W	55.76'
L9	S16°54'23"W	1.55'
L10	S16°54'23"W	4.84'
L11	S65°14'58"W	18.21'

CURVE	RADIUS	ARC LEN	CHORD LEN	CHORD BEARING	DELTA ANGLE
C1	15.00'	21.85'	19.97'	N74°39'41"E	83°26'56"
C2	45.00'	35.79'	34.86'	S40°50'40"E	45°34'23"
C3	55.00'	74.85'	69.20'	S57°02'35"E	77°58'13"
C4	15.00'	23.46'	21.21'	S18°37'52"E	90°00'00"
C5	60.00'	113.25'	97.17'	N76°00'22"W	108°08'57"
C6	15.00'	22.56'	20.49'	N16°43'11"W	86°10'39"
C7	15.00'	23.56'	21.21'	N71°22'08"E	90°00'00"
C8	977.64'	54.62'	54.61'	N19°44'22"E	03°12'04"
C9	975.00'	55.10'	55.10'	N22°57'49"E	03°14'18"
C10	975.00'	55.01'	55.00'	N26°11'36"E	03°13'37"
C11	975.00'	55.09'	55.08'	N29°26'01"E	03°14'14"
C12	975.00'	51.79'	51.79'	N31°59'10"E	01°52'35"
C13	60.00'	9.01'	9.00'	N22°04'07"E	08°36'04"
C14	60.00'	41.57'	40.75'	N02°04'55"W	39°41'58"
C15	60.00'	57.27'	55.12'	S22°34'29"W	54°41'21"
C16	60.00'	57.64'	55.45'	S32°17'21"E	55°02'19"
C17	55.00'	7.71'	7.71'	N22°04'33"W	08°02'08"
C18	55.00'	67.13'	63.04'	N61°03'39"W	69°56'05"
C19	55.00'	6.66'	6.66'	N15°05'25"E	06°56'19"
C20	60.00'	113.25'	97.17'	N76°00'22"W	108°08'57"



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between WS – COS DEVELOPMENT, LLC, a Delaware limited liability company (the "Subdivider"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "**Sweetwater Section One, Village H2**" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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

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

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

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

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

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

## II. County's Obligations

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

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



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

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

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

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

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

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

### III. MISCELLANEOUS

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

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

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

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

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

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment



to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

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

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

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

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

Subdivider:	WS – COS Development, LLC 52 Mason Street Greenwich, CT 06830 ATTN: Lawrence Settanni, Vice President
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:  
WS-COS DEVELOPMENT, LLC,  
a Delaware limited liability company  
By: WSI(II)-COS, LLC, a Delaware limited liability company, Its Managing Member

\_\_\_\_\_  
County Judge  
Date: \_\_\_\_\_

By: J. Robert Long  
J. Robert Long, Authorized Signatory  
Date: 3/22/12

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

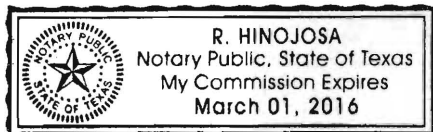
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, in the capacity stated herein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. Robert Long, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of March, 2012.



R. Hinojosa  
Notary Public in and for the State of Texas



EXHIBIT "A"

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



Sweetwater Ranch-H2  
3.68 Acres

**BEING A 3.968 ACRE TRACT DESCRIBED BY DELTA SURVEY GROUP, INC., IN JANUARY 2012 AND LOCATED IN THE W.A. BARLOW SURVEY NO. 86, THE SAM WILDY SURVEY NO. 527 AND THE C. J. STROTHER SURVEY NUMBER 606, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF 1581.061 ACRE TRACT CONVEYED TO SWEETWATER AUSTIN PROPERTIES, LLC., AND DESCRIBED IN DOCUMENT NUMBER 2007015155, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 3.968 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at an iron rod with plastic "Delta Survey" cap found for the southwest corner of Lot 1, Block B, Sweetwater Section One, Village A, a subdivision of record in Document Number 200600162, Official Public Records, Travis County, Texas;

**THENCE** leaving said southwest corner and crossing said 1581.061 acre tract the following two (2) courses and distances;

1. S84°17'29"W a distance of 2312.80 feet to a ½ inch iron rod with "DELTA SURVEY" cap set, and;
2. N73°05'37"W a distance of 198.58 feet to a ½ inch iron rod with "DELTA SURVEY" cap set for the **POINT OF BEGINNING**;

**THENCE** continuing to cross said 1581.061 acre tract the following twelve (12) courses and distances;


1. N 73°05'37" W a distance of 500.04 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
2. N 16°54'23" E a distance of 20.00 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
3. N 18°05'09" W a distance of 24.41 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
4. N 16°54'23" E a distance of 6.39 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
5. N 11°00'38" E a distance of 56.23 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
6. with a curve to the right with an arc length of 251.60 feet, with a radius of 975.00 feet, with a chord bearing of N 25°31'39" E, with a chord length of 250.91 feet,;
7. N 32°55'13" E a distance of 20.21 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;

Sweetwater Ranch-H2  
3.68 Acres

8. with a curve to the right with an arc length of 21.85 feet, with a radius of 15.00 feet, with a chord bearing of N 74°38'41" E, with a chord length of 19.97 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
9. S 63°37'52" E a distance of 368.78 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
10. with a curve to the right with an arc length of 35.79 feet, with a radius of 45.00 feet, with a chord bearing of S 40°50'40" E, with a chord length of 34.86 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;
11. with a reverse curve to the left with an arc length of 74.85 feet, with a radius of 55.00 feet, with a chord bearing of S 57°02'35" E, with a chord length of 69.20 feet to a ½ inch iron rod with "DELTA SURVEY" cap set, and;
12. S 16°54'23" W a distance of 282.12 feet to the **POINT OF BEGINNING** and containing 3.968 acres of land, more or less.

**BEARING BASIS:** State Plane Coordinates, NAD83/HARN, Texas Central Zone

I, John C. Nielsen hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during December 2011, and is true and correct to the best of my knowledge and belief.

  
John C. Nielsen  
Registered Professional Land Surveyor  
No. 5541-State of Texas



1-06-2012  
Date

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