



REVISED LANGUAGE #4

## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 12, 2013

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

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action the following requests in Precinct One:

- A) Addendum to the original Austin's Colony Section 7B Final Plat (Long Form Plat - 92 Total Lots - 17.16 Acres - Parrish Lane - City of Austin ETJ) agenda request;
- B) A Subdivision Construction Agreement with the Developer, Qualico AC, LP; and
- C) A Cash Security Agreement.

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

A) Addendum: This final plat consists of 92 total lots (91 single-family lots and one parkland, drainage, and utility easement lot) on 17.16 acres. There are 2,751 linear feet of new public streets, which extend from Parrish Lane, proposed with this final plat. Water and wastewater will be provided by the Hornsby Bend Utility Company, Inc. Parkland fees were paid to the City of Austin as they are the parkland provider. The Section 7B property is located within the TXI buffer zone, as noted on the attached exhibit. The Austin's Colony preliminary plan was approved in 2004, and the Section 7B final plat was approved to utilize the County's Alternative Fiscal Agreement on August 14, 2007; and the developer has been constructing improvements for the past six years. At the time the plat was reviewed and held in abeyance through the alternative fiscal agreement, the Consumer Protection Notice cover sheet was not a requirement for plats with a residential land use. The developer has voluntarily agreed to amend the plat by adding the Consumer Protection Notice cover sheet as the first sheet of the plat that will be approved by Commissioners Court and recorded with the County Clerk.

B) The developer, Qualico AC, LP, wishes to enter into a standard Subdivision Construction Agreement.

C) The developer posted \$127,114.00 with the City of Austin as alternative fiscal, which as approved August 14, 2007. They would now like to post an additional \$227,680.32

**STAFF RECOMMENDATIONS:**

As this final plat application meets all Single Office standards and was approved by the City of Austin Zoning and Platting Commission on August 7, 2007, Single Office staff recommends approval of the final plat.

**ISSUES AND OPPORTUNITIES:**

This subdivision is part of a series of final plats that have been previously approved by Commissioners Court in this area. At this time, staff has not received any inquiries from adjacent property owners.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Precinct Map
- Location Map
- Proposed Final Plat Cover Sheet
- Proposed Final Plat
- TXI Buffer Zone exhibit

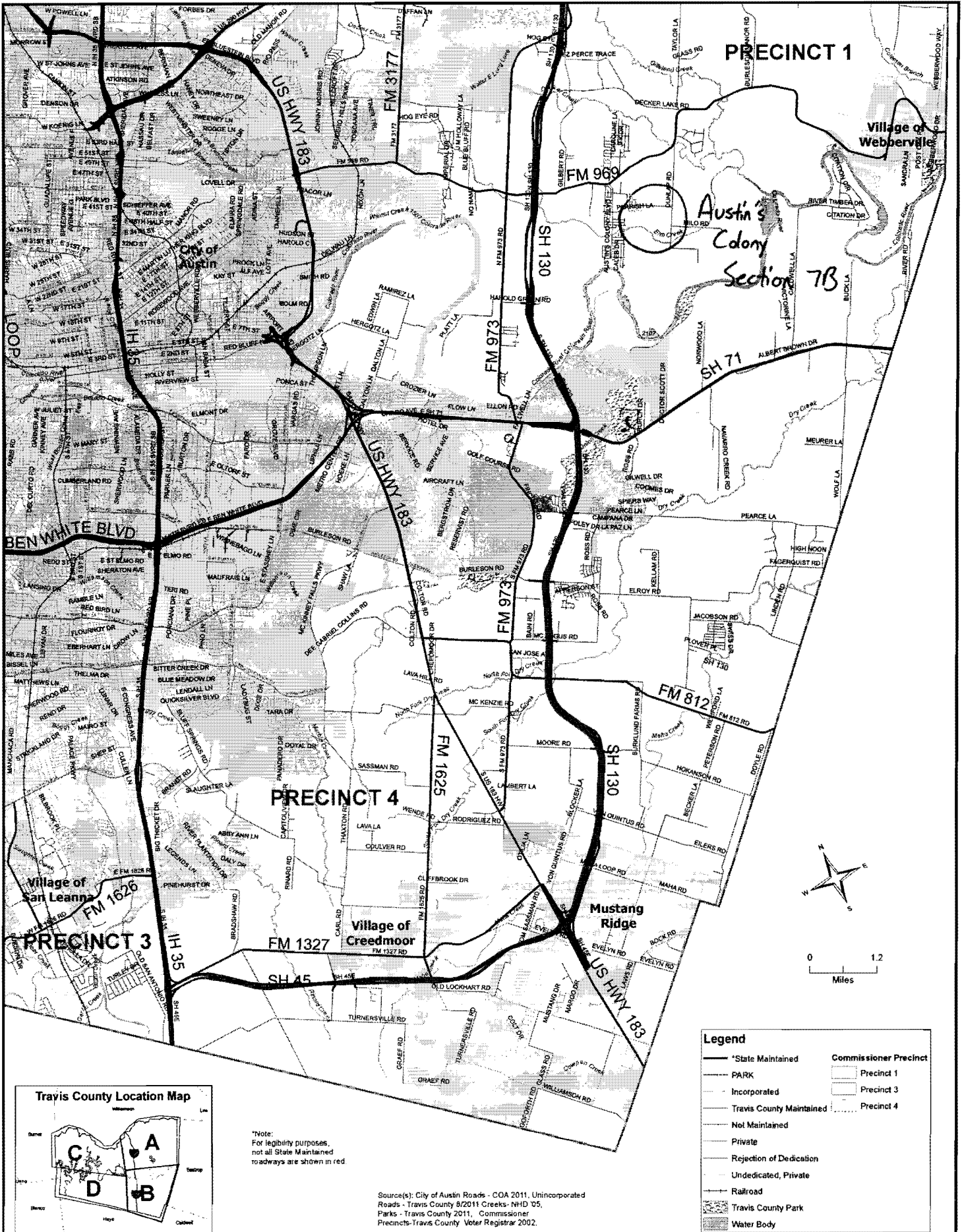
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

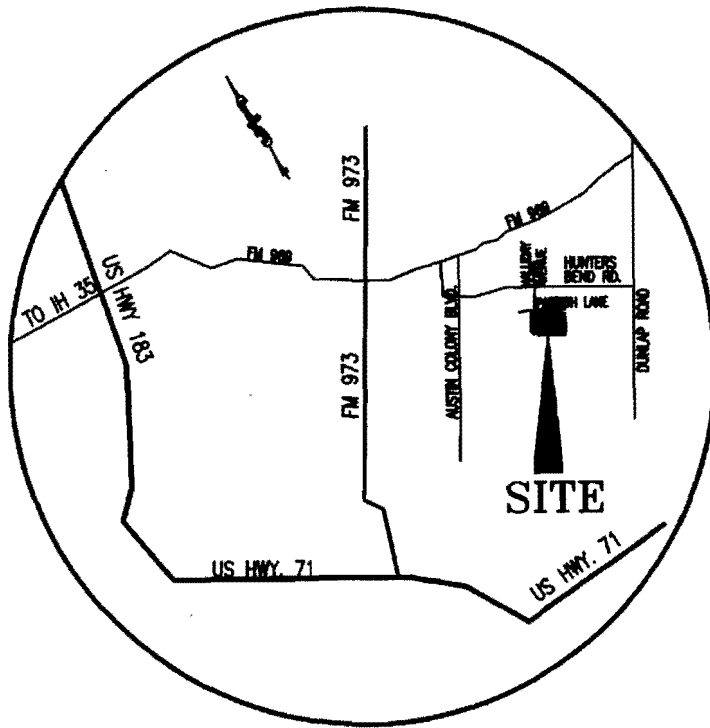
**1101 - Development Services Long Range Planning - Austin's Colony Section 7B Final Plat**



# Travis County Roadways, Map B

Map Disclaimer: This map was created for the Travis County Road Maintenance to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind.

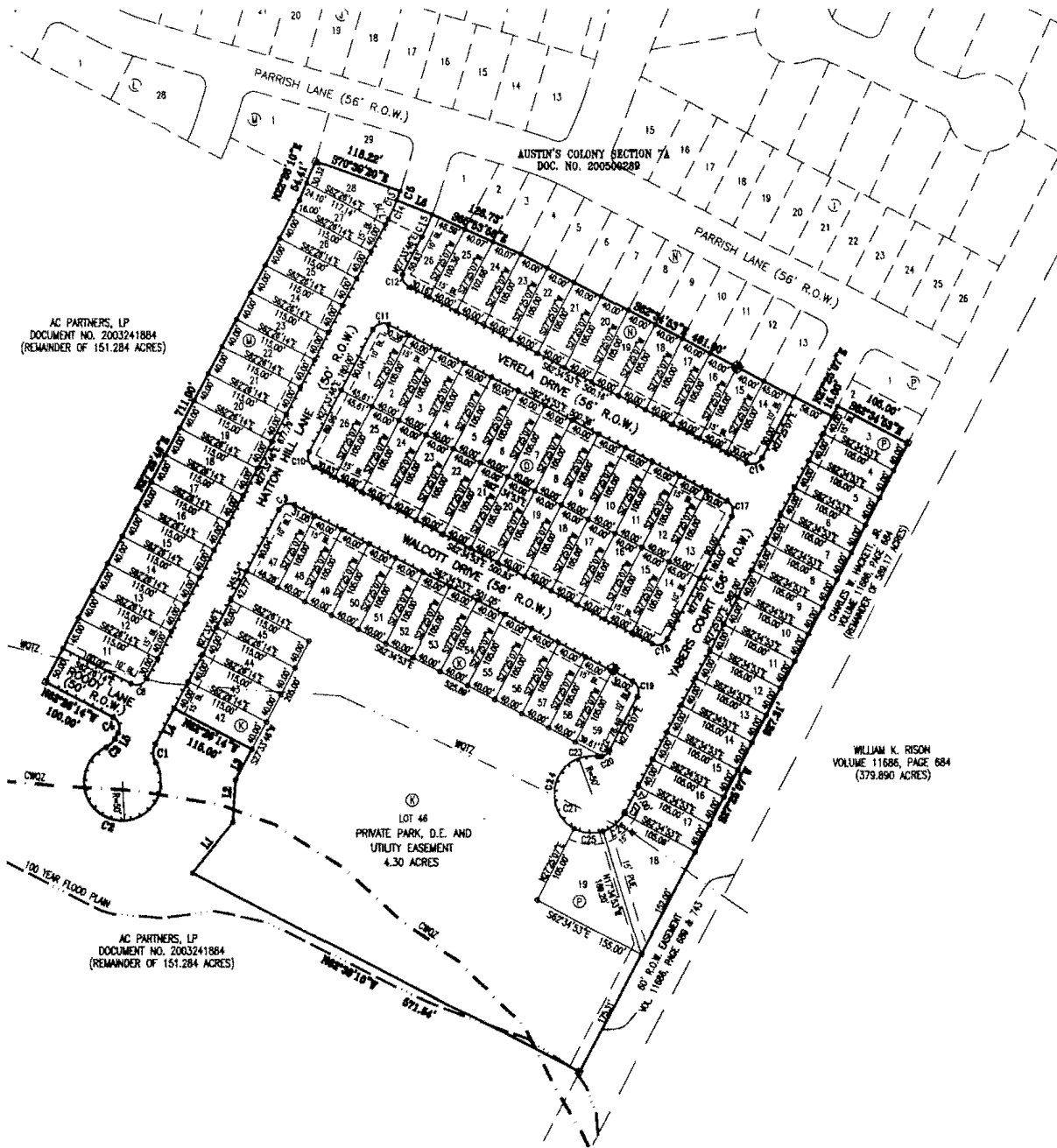
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 8/9/2011



**LOCATION MAP**  
(N.T.S.)



# AUSTIN'S COLONY SECTION 7B



AC PARTNERS, LP  
DOCUMENT NO. 2003241884  
(REMAINDER OF 151.284 ACRES)

AC PARTNERS, LP  
DOCUMENT NO. 2003241884  
(REMAINDER OF 151.284 ACRES)

WILLIAM K. RISON  
VOLUME 11686, PAGE 684  
(379.890 ACRES)

LOT 46  
PRIVATE PARK, D.E. AND  
UTILITY EASEMENT  
4.30 ACRES



SCALE: 1" = 100'

DATE: JULY 10, 2007

OWNER:  
QUALICO AC, L.P., A TEXAS LIMITED PARTNERSHIP  
ATTN: QUALICO COMMUNITIES, U.S.  
7940 SHOAL CREEK BLVD., SUITE 201  
AUSTIN, TEXAS 78757  
PHONE: (512) 371-8237  
FAX: (512) 371-5728

ENGINEER AND SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160  
FAX (512) 280-5165

TOTAL ACREAGE: 17.157 ACRES  
SURVEY: JOHN BURLERSON LEAGUE, SURVEY NO. 33  
F.E.M.A. MAP NO. 48453C 0095 E  
TRAVIS COUNTY, TEXAS DATED: JUNE 18, 1993

TOTAL OF LOTS : 92  
NO. OF SINGLE FAMILY LOTS: 91  
NO. OF PARKLAND, DRAINAGE & UTILITY EASEMENT LOTS: 1  
NO. OF BLOCKS: 4

### LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- 1 LOT NUMBER
- (A) BLOCK NUMBER
- ⊕ BENCHMARK
- - - - - APPROX. SIDEWALK LOCATION
- BUILDING SETBACK LINE
- - - - - EASEMENT LINE

### EASEMENT NOTE:

1) A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.

### BENCHMARK NOTE:

1) IRON ROD SET AT REAR PROPERTY LINE OF LOTS 15 AND 16, BLOCK "M" = ELEVATION: 431.12  
2) IRON ROD SET AT FRONT PROPERTY LINE OF LOTS 58 AND 59, BLOCK "K" ALONG WALLCOT DRIVE = ELEVATION: 428.31

### RIGHT-OF-WAY LINEAR FOOTAGE

HATTON HILL LANE	50' ROW	841'
VERELA DRIVE	56' ROW	583'
WALCOTT DRIVE	56' ROW	583'
YABERS COURT	56' ROW	604'
RODDY LANE	50' ROW	140'
TOTAL		2,751'

SHEET 1 OF 4

**CBD** Carlson, Brigance & Doering, Inc.  
Civil Engineering & Surveying  
5501 West William Cannon Drive Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

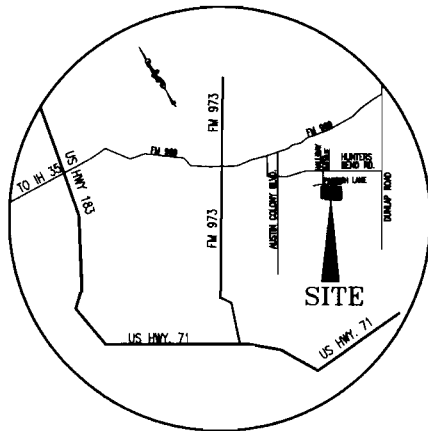
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# AUSTIN'S COLONY SECTION 7B

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	25.00'	25.21'	13.79'	57°46'09"	S01°19'19"E	24.15'
C2	50.00'	239.67'	46.11'	274°38'20"	S72°53'13"E	67.79'
C3	25.00'	16.09'	8.33'	36°52'12"	N45°59'51"E	15.81'
C4	15.00'	23.56'	15.00'	90°00'00"	N17°28'14"W	21.21'
C5	275.00'	12.50'	6.25'	2°36'17"	N20°38'49"E	12.50'
C8	15.00'	23.56'	15.00'	90°00'00"	N72°33'46"E	21.21'
C9	15.00'	23.52'	14.96'	89°51'21"	S72°29'26"W	21.19'
C10	15.00'	23.60'	15.04'	90°08'39"	S17°30'34"E	21.24'
C11	15.00'	23.52'	14.96'	89°51'21"	S72°29'26"W	21.19'
C12	15.00'	23.60'	15.04'	90°08'39"	S17°30'34"E	21.24'
C13	275.00'	39.44'	19.76'	8°13'05"	N23°27'13"E	39.41'
C14	275.00'	26.94'	13.48'	5°36'48"	N24°45'21"E	26.93'
C15	325.00'	31.84'	15.93'	5°36'48"	N24°45'21"E	31.83'
C16	15.00'	23.56'	15.00'	90°00'00"	N72°25'07"E	21.21'
C17	15.00'	23.56'	15.00'	90°00'00"	N17°34'53"W	21.21'
C18	15.00'	23.56'	15.00'	90°00'00"	N72°25'07"E	21.21'
C19	15.00'	23.56'	15.00'	90°00'00"	N17°34'53"W	21.21'
C20	15.00'	18.63'	10.73'	71°09'03"	N62°59'38"E	17.45'
C21	50.00'	219.17'	69.90'	251°09'03"	S27°00'22"E	81.33'
C22	15.00'	13.13'	7.02'	50°08'25"	N52°29'19"E	12.71'
C23	15.00'	5.50'	2.78'	21°00'38"	N88°03'51"E	5.47'
C24	50.00'	140.63'	30.122'	161°09'03"	S17°58'38"W	98.65'
C25	50.00'	38.27'	20.71'	45°00'00"	S85°04'53"E	38.27'
C26	50.00'	36.27'	18.97'	41°33'37"	N51°38'18"E	35.48'
C27	50.00'	3.00'	1.50'	3°26'23"	N29°08'18"E	3.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°27'22"W	84.47'
L2	S03°11'20"W	54.89'
L3	S27°33'46"W	45.00'
L4	S27°33'46"W	52.73'
L5	S27°33'46"W	9.03'
L6	N68°03'03"W	50.00'



LOCATION MAP  
(N.T.S.)

SHEET 2 OF 4

	<b>Carlson, Brigance &amp; Doering, Inc.</b>
	Civil Engineering & Surveying 5501 West Wilham Cannon Drive Austin, Texas 78749 Phone No (512) 285-5166 Fax No. (512) 285-5165

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# AUSTIN'S COLONY SECTION 7B

## GENERAL NOTES:

1. THIS SUBDIVISION WAS APPROVED AND RECORDED PRIOR TO THE CONSTRUCTION AND ACCEPTANCE OF ALL STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED \_\_\_\_\_, 20\_\_\_\_, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NUMBER \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
2. THE HOMEOWNERS DOCUMENT/DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWNHOUSE/SMALL LOT SUBDIVISIONS IS REFERENCED FROM CHAPTER 30-2-232 OF THE LDC.
3. THIS SUBDIVISION SHALL BE DEVELOPED AND CONSTRUCTED AS A SMALL LOT SUBDIVISION IN COMPLIANCE WITH SECTION 30-2-232 OF THE LAND DEVELOPMENT CODE.
4. THIS SUBDIVISION IS LOCATED IN THE ELM CREEK WATERSHED, IS CLASSIFIED AS SUBURBAN AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 30, ARTICLE V AND CHAPTER 30-5, OF THE LAND DEVELOPMENT CODE. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATIONS OF CHAPTER 30-5, LAND DEVELOPMENT CODE.
5. THIS PROJECT IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.
6. OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NON-STANDARD TREATMENTS OF THE ROW MAY ALSO REQUIRE A LICENSE AGREEMENT.
7. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
8. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
9. THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 30-5, THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN.
10. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE DEVELOPER SHALL INCLUDE ALL AUSTIN ENERGY WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
11. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CHAPTER 30-5-181, LAND DEVELOPMENT CODE AND ENVIRONMENTAL CRITERIA MANUAL.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO ALL DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF AUSTIN AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
14. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
15. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN A DRAINAGE EASEMENT OR WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
16. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY.
17. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN URBAN STANDARDS.
18. IN ADDITION TO THE EASEMENTS SHOWN HEREON, THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED: TEN FOOT (10') ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS.
19. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE AUSTIN ENERGY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 30-5 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
20. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET OR 60% OF PARCEL FRONTAGE, WHICH EVER IS LESS, TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF PARCEL FRONTAGE, WHICH EVER IS LESS, TO THE EDGE OF THE PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
21. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF A SURFACE AND GEOMETRIC DESIGN PROPOSAL BY THE CITY OF AUSTIN.
22. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: HATTON LANE, YABERS COURT, VERELA DRIVE, ROODY LANE AND WALCOTT DRIVE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
23. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER METHODS.
24. ON-SITE CONTROL FOR THE TWO-YEAR STORM IS REQUIRED FOR ALL DEVELOPMENT AS REQUIRED BY CHAPTER 30-5.
25. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED AND ACCEPTED BY THE CITY OF AUSTIN.
26. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 30-5 OF THE CITY LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY CHAPTERS 30-5-211 AND 30-5-213 THEREOF.
27. PARKLAND REQUIREMENTS HAVE BEEN SATISFIED BY PARKLAND DEDICATION, IN ACCORDANCE WITH CHAPTER 30-5-212 OF THE LAND DEVELOPMENT CODE.
28. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE THE HORNSBY BEND UTILITY WATER AND WASTEWATER UTILITY SYSTEM.
29. A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES WILL BE PROVIDED WITH EACH SINGLE-FAMILY LOT. [30-2-232(C)(15)].
30. LANDOWNER WILL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER AND WASTEWATER UTILITY IMPROVEMENTS, SYSTEM UPGRADES, AND OFFSITE MAIN EXTENSION TO SERVE EACH LOT. ALSO, THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY.
31. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
32. LOT 46, BLOCK "K" IS RESTRICTED TO NON-RESIDENTIAL USES ONLY.
33. WATER AND WASTEWATER WILL BE PROVIDED TO THE SUBDIVISION BY THE HORNSBY BEND UTILITY COMPANY.
34. NO CONSTRUCTION OR PLACEMENT OF STRUCTURES INCLUDING BUILDINGS, SHEDS, POOLS, LANDSCAPING OR GARDENS IS ALLOWED WITHIN A CRITICAL ENVIRONMENTAL FEATURE BUFFER ZONE PER CHAPTER [30-5-281] OF THE CITY OF AUSTIN'S LAND DEVELOPMENT CODE.
35. SMALL LOTS WITHIN WATER QUALITY TRANSITION ZONE IN THIS SUBDIVISION (LOTS WITH A TOTAL AREA LESS THAN 5750 SF.) SHALL BE LIMITED TO LESS THAN 2000 SF. IMPERVIOUS COVER.

STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DOUGLAS R. RUMMEL JR., P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF CIVIL ENGINEERING IN THE STATE OF TEXAS, AND HEREBY CERTIFY THAT THE ENGINEERING PORTIONS OF THIS PLAT COMPLY WITH CHAPTER 30 OF THE AUSTIN CITY CODE, OF 1981, AS AMENDED.

FLOOD PLAIN NOTES: A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453 C 0095E FOR TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

ENGINEERING BY: D. R. Rummel Jr. 7-10-07  
DOUGLAS R. RUMMEL JR., P.E. NO. 97387 DATE  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749

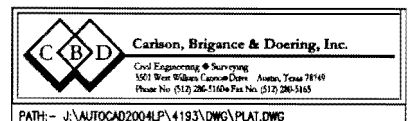


STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DOUGLAS R. RUMMEL JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 30 OF THE AUSTIN CITY CODE, OF 1981 AS AMENDED, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: D. R. Rummel Jr. 7-10-07  
DOUGLAS R. RUMMEL JR. R.P.L.S. NO. 5780 DATE  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749

SHEET 3 OF 4



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# AUSTIN'S COLONY SECTION 7B

STATE OF TEXAS:  
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS THAT QUALICO AC, L.P., ACTING HEREIN BY AND THROUGH \_\_\_\_\_ ASSISTANT SECRETARY, AND BEING OWNERS OF THAT CERTAIN 151.284 ACRE TRACT OF LAND OUT OF THE JOHN BURLISON LEAGUE SURVEY NO. 33, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2006156676 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.157 ACRES OF LAND IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "AUSTIN'S COLONY SECTION 7B" AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, A.D.

\_\_\_\_\_  
ASSISTANT SECRETARY  
QUALICO AC, L.P., A TEXAS LIMITED PARTNERSHIP  
BY: QUALICO AC MANAGEMENT, LLC, GENERAL PARTNER  
BY: QUALICO DEVELOPMENTS (U.S.), INC., MANAGER  
7940 SHOAL CREEK BLVD., SUITE 201  
AUSTIN, TEXAS 78757

STATE OF TEXAS:  
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, ASSISTANT SECRETARY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, A.D.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, A.D.

\_\_\_\_\_  
BETTY BAKER, CHAIRPERSON

\_\_\_\_\_  
CLARKE HAMMOND, SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 5-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 28 DAY OF JUNE 2007.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
VICTORIA HSU, DIRECTOR  
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DANA DEBEAUNOR, 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 DEBEAUNOR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
BY: DEPUTY

IN APPROVING THIS PLAT BY 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 ENDING 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 DELEGATE 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 A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:  
COUNTY OF TRAVIS:

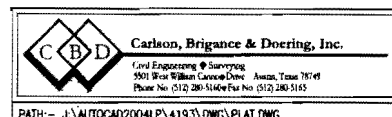
I, DANA DEBEAUNOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

DANA DEBEAUNOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
BY: DEPUTY

SHEET 4 OF 4



C8J-03-0146.4A

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§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Qualico AC, LP, a Texas Limited Partnership, (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 "Austin's Colony Section 7B" (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:           Qualico AC, LP, a Texas limited partnership  
                          C/O Qualico Communities, U.S.  
                          7940 Shoal Creek Blvd., Suite 201  
                          Austin, Texas 78757

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.**



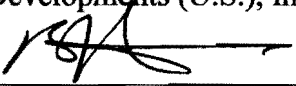
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

SUBDIVIDER: Qualico AC, LP, a Texas limited partnership

By: Qualico AC Management, LLC, General Partner

By: Qualico Developments (U.S.), Inc., Manager

By:

  
BRIAN HIGGINS, Assistant Secretary

Authorized Representative: Yes

TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
County Judge

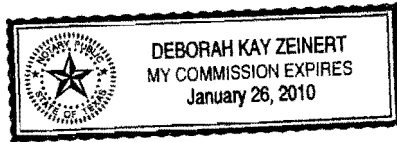
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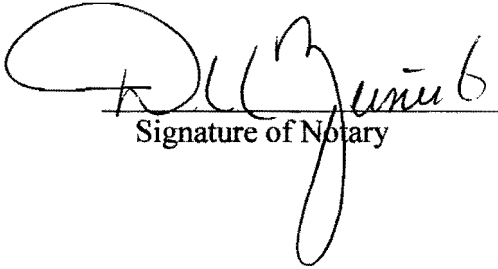
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19<sup>th</sup> day of JULY 2007,  
by BRIAN HIGGINS, in the capacity stated herein.



  
Signature of Notary

After Recording Return to:  
Executive Manager, Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

**§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY**

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN BURLESON LEAGUE, SURVEY NO. 33, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING PART OF A 151.284 ACRE TRACT DESCRIBED IN A DEED TO QUALICO, AC., L.P. AND RECORDED IN DOCUMENT NO. 2006156676 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 17.005 ACRES OF LAND AS SHOWN ON THE ACCOMPANYING EXHIBIT "A" AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, ½" iron pin found in the southerly line of Austin Colony, Section 7A, a subdivision recorded in Document No. 200500289 of the Plat Records of Travis County, Texas and in the easterly line of Yabers Lane, a 56.00 foot wide right-of-way for the **POINT OF BEGINNING** of the herein described 17.005 acre tract of land,

**THENCE**, with the common line between said Austin Colony, Section 7A and said 151.284 acre tract, the following two (2) courses and distances numbered 1 through 2,

1. N27°25'07"E, a distance of 15.00 feet to a ½" iron rod found,
2. S62°34'53"E, a distance of 105.00 feet to a concrete monument found set for the southeasterly corner of said Austin Colony, Section 7A, same being in the easterly line of a 378.890 acre tract described in a deed to William K. Rison recorded in Volume 11686, Page 684 of the deed records of Travis County, Texas, for the northeasterly corner hereof,

**THENCE**, S27°25'07"W, with the common line of said 17.005 acre tract and said 379.890 acre tract, a distance of 927.31 feet to a concrete monument found set for the southwesterly corner hereof,

**THENCE**, crossing through said 151.284 acre tract, the following thirteen (13) courses and distances numbered 1 through 13,

1. N62°39'10"W, a distance of 571.54 feet to an iron pin set,
2. N38°27'22"E, a distance of 84.47 feet to an iron pin set,
3. N03°11'20"E, a distance of 54.89 feet to an iron pin set,
4. N27°33'46"E, a distance of 45.00 feet to an iron pin set,
5. N62°26'14"W, a distance of 115.00 feet to an iron pin set,
6. S27°33'46"W, a distance of 52.73 feet to an iron pin set at the beginning of a curve to the left,
7. With said curve to the left having a radius of 25.00 feet, and arc distance of 25.21 feet, and a chord which bears S01°19'19"E for a distance of 24.15 feet to an iron pin set at the beginning of a curve to the right,
8. With said curve to the right having a radius of 50.00 feet, and arc distance of 239.67 feet, and a chord which bears N72°53'13"W, for a distance of 67.79 feet to an iron pin set at the beginning of a curve to the left,
9. With said curve to the left having a radius of 25.00 feet, an arc distance of 16.09 feet, and a chord which bears N45°59'51"E, for a distance of 15.81 feet to an iron pin set,
10. N27°33'46"E, a distance of 9.03 feet to an iron pin set at the beginning of a curve to the left,
11. With said curve to the left having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears N17°26'14"W, a distance of 21.21 feet to an iron pin set,

*EXHIBIT "A"*

12. N62°26'14"W, a distance of 100.00 feet to concrete monument found set for the southwesterly corner hereof,
13. N27°33'46"E, a distance of 711.00 feet to an iron pin set,
14. N22°28'10"E, a distance of 54.41 feet to a concrete monument found set in the common line of said Austin colony, Section 7A and said 17.005 acre tract for the northeasterly corner hereof,

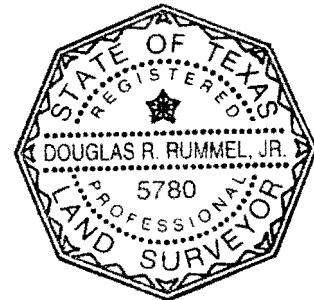
**THENCE**, with the common line between said 17.005 acre tract and said Austin Colony, section 7A, the following five (5) courses and distances numbered 1 through 5,

1. S70°39'20"E, a distance of 118.22 feet to an iron pin found at the beginning of a curve to the right,
2. With said curve to the right having a radius of 275.00 feet, and arc distance of 12.50 feet, and a chord which bears S20°38'49"W, a distance of 12.50 feet to a iron pin found,
3. S68°03'03"E, a distance of 50.00 feet to an iron pin set,
4. S65°53'58"E, a distance of 126.73 feet to an iron pin set,
5. S62°34'53"E, a distance of 461.00 feet to the **POINT OF BEGINNING** of the herein described 17.005 acre tract of land.

Surveyed by: \_\_\_\_\_



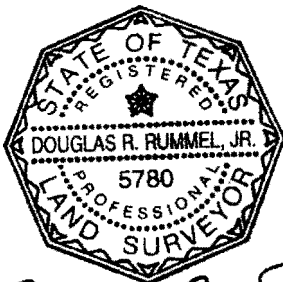
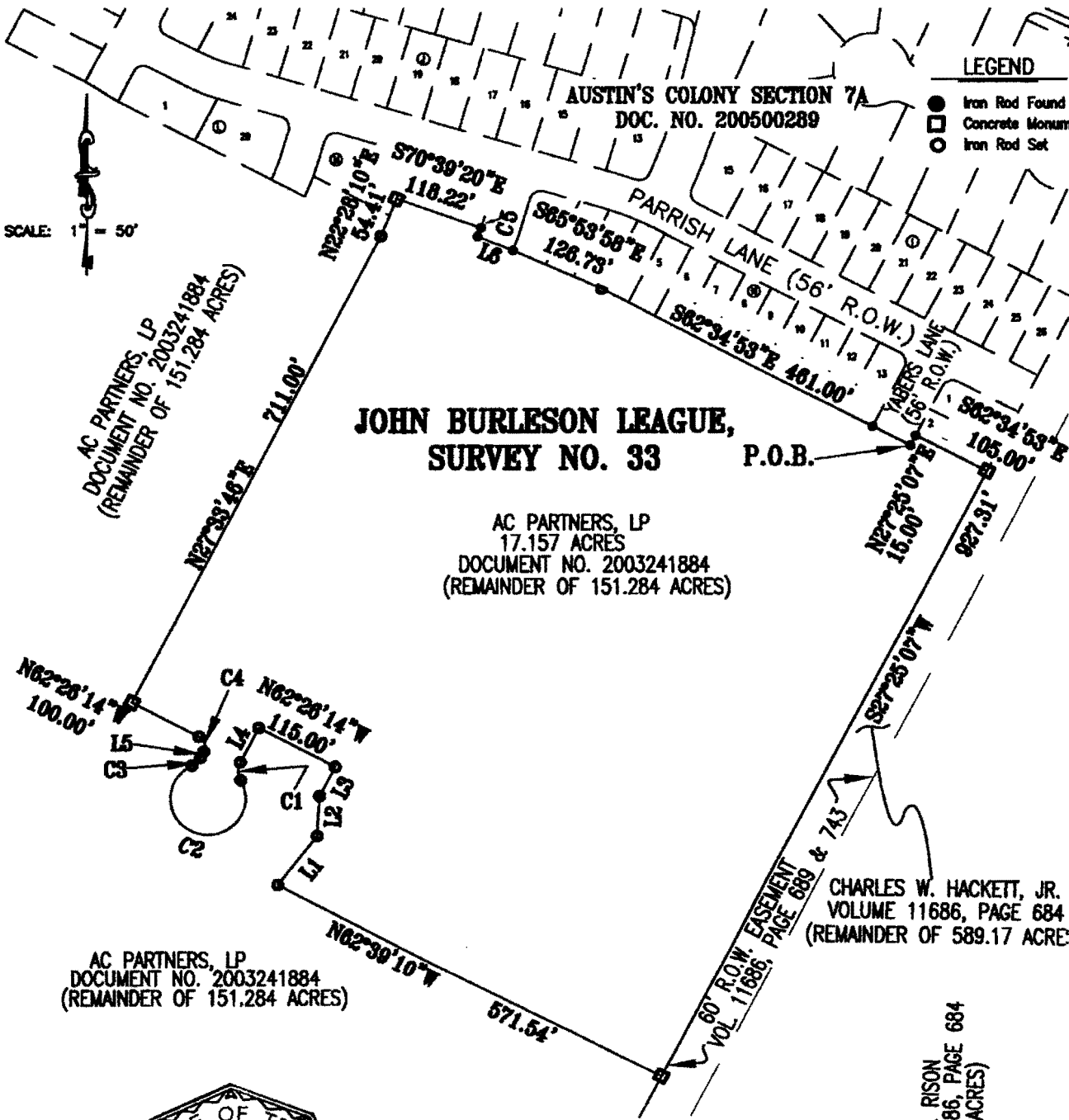
Douglas R. Rummel, Jr. ~ R.P.L.S. No. 5780  
**Carlson, Brigance & Doering, Inc.**  
5501 West William Cannon  
Austin, TX 78749 (512) 280-5160



# EXHIBIT "A"

## LEGEND

- Iron Rod Found
- Concrete Monument Set
- Iron Rod Set



*[Signature]*  
3-12-07

SHEET 3 OF 4

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering Surveying  
West William Cannon Austin, Texas 78748  
PH: 512 290-5160 FAX: 512 290-5165



§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT**

TO: Travis County, Texas

DEVELOPER: Qualico AC, LP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$227,680.32

SUBDIVISION: Austin's Colony Section 7B  
C8J-03-0146.4A

DATE OF POSTING: February 26, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.



**ORIGINAL**

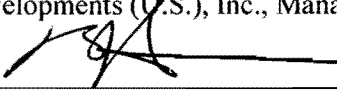
Cash Security Agreement  
Page 2

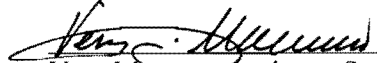
**DEVELOPER**

Qualico AC, LP, a Texas limited partnership

By: Qualico AC Management, LLC, General Partner

By: Qualico Developments (U.S.), Inc., Manager

By:   
\_\_\_\_\_  
Brian Higgins, Assistant Secretary

By:   
\_\_\_\_\_  
Vera Massaro, Assistant Secretary

Date: Feb. 25. 2013

Phone: (512) 371-8937

**ADDRESS OF DEVELOPER**

7940 Shoal Creek Blvd., Suite 201  
Austin, Texas 78757

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS