

## Item 5



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By:** Paul Scoggins **Phone #:** 854-7619 *OWW*

**Division Director/Manager:** Donald W. Ward, P.E., Assistant Public Work Director  
- Road and Bridge Division

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on the following in Precinct Three:

- A) the acceptance of the dedication of the public street and drainage facilities within The Preserve at Lost Gold Cave, Phase 1; and
- B) a proposed license agreement with Preserve at Lost Gold Cave Home Owners Association for improvements within the ROW of the Preserve at Lost Gold Cave, Phase 1.

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

The Preserve at Lost Gold Cave, Phase 1 was recorded on November 29, 2005 at Document #200500308. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Preserve at Lost Gold Cave, Phase 1 is accessed from Stoneridge Road, a street maintained by Travis County. This action will add an overall total of 0.22 miles to the Travis County road system.

The applicant also requests to enter into a license agreement for private improvements within public ROW within the subject subdivision. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the proposed motions.

**ISSUES AND OPPORTUNITIES:**

The construction of this project has been considered complete since 2007. However, not receiving certain "Requirements..." list items kept the County from moving forward with its acceptance. The outstanding items have now been submitted. Travis County staff will consider the time between the approximate completion date (2007) and the Commissioners Court acceptance date as the warranty period for this subdivision. All Travis County issued punch list items have been addressed.

In regards to the proposed license agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Preserve at Lost Gold Cave Home Owners Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreements. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public. The proposed license agreement utilize the standard form.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- TNR Approval Letter
- Lists of Streets
- Requirements for Approval
- RAS List
- License Agreement (2 copies)
- Location Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	854-7561

AK

**CC:**

Stacey Scheffel	Program Manager	TNR - Permits	854-7565
Charles Allen	TNR Inspector	Development Services	266-3314

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Preserve at Lost Gold Cave, Phase 1**

**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION  
FOR RELEASE OF FISCAL**

**DATE: March 28, 2013**

<b>TO:</b>	<b><u>DEVELOPER:</u></b> Keith Schoenfelt Stoneridge Joint Venture 1715 Capital of Texas Hwy S Suite 208 Austin, TX 78746	<b><u>ENGINEER:</u></b> LOC Construction 1000 E. Cesar Chavez Austin, TX 78702
------------	--	---

**SUBJECT: Preserve at Lost Gold Cave, Phase 1**

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

**OTHER REMARKS:**

BY: Don W. Ward 5/1/13  
TNR Assistant Public Works Director – Road & Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/30/13  
TNR Engineering Specialist – Paul Scoggins

Charles Allen  
TNR Inspector – Charles Allen

1102 fiscal file  
1105 Subdivision File

**ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE**



**SUBDIVISION**  
**Mapsco No. 483X,T**

**Preserve at Lost Gold Cave, Phase 1**

**Pct.# 3**  
**Atlas No. H-07**

RECORDED AT DOCUMENT #200500308 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 11/29/2005

THIS SUBDIVISION CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Cueve De Oro Cove	Stoneridge Road to cul-de-sac	1140	0.22	60	HMAC	28' F-F	YES
Total Footage/Mileage			1140	0.22				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 18

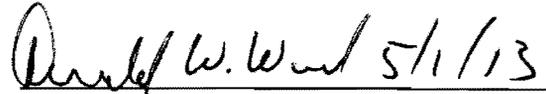
N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING  
 THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.22 MILES BE ACCEPTED BY

21-May-13  
 DATE

  
 Donald W. Ward, PE  
 Assistant Public Works Director -  
 Road and Bridge Division

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

DATE APPROVED BY COMMISSIONERS COURT



## TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

---

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383

### PRESERVE AT LOST GOLD CAVE, PHASE 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 6/19/07 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 6/19/07 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 3/13/13 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 3/13/13 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.  
**\*\*NEED STOP SIGN WARRANTS IF APPLICABLE\*\***
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 3/13/13 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/28/13 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 6/19/07 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 4/22/13 10. License Agreement (**If there are private improvements in Public ROW.**)

# Inspection Approved

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Accessibility Standards.

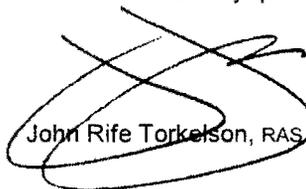
**Note: The inspection is specific to the scope of work noted in the construction documents and the residential sidewalks in place at the time of our site review only.** Over 90% of the residential sidewalks were completed at the time of the inspection. Residential sidewalks and/or drive pads which were not complete at the time of the review are not a part of this report.

**This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.**

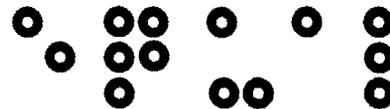
Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/ 949.4232 or the U.S. Department of Justice at 202/ 514.0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact John Torkelson at 512/476.8675. Please reference the assigned project number in all future correspondence pertaining to this project.

Please call with any questions,



John Rife Torkelson, RAS 0013



**06 November 2012**

**Project Number:** A 12826

**Project:**

**Cueva de Oro Cove**

Cueva de Oro Cove  
Austin, Texas 78746  
Plans Dated: N/A

**To:**

**Rick Cippelle**

Preserve at Lost Gold Cave HOA  
1715 S. Capital of Tx Hwy , Ste. 208  
Austin, Texas 78733

**Inspection Performed by:**

John Torkelson  
2 November 2012

**Project Scope**

Consulting - Sidewalk Site Inspection

**Distribution:**

Robert C Thompson- Thompson Land Engineering LLC  
File

§ EXHIBIT 82.701(A) LICENSE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Preserve at Lost Gold Cave Home Owners Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in The Preserve at Lost Gold Cave - Phase I, a subdivision located in Travis County, being more particularly described in that certain plat recorded in 200500308, of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install and maintain certain landscaping and improvements in portions of the right-of-way of Cueva de Oro Cove in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, trees and shrubs, and Stone Walls (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

#### IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as coinsured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S EXECUTIVE MANAGER OF TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT within twenty one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury,

death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

## VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the improvements. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash or an irrevocable Letter of Credit ("LOC") in a form acceptable to the COUNTY in the amount of One Thousand One Hundred Thirty Nine AND NO/100 DOLLARS (\$ 1,139 .00). The LOC shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established by the City of Austin's financial institution rating system in effect at the time the LOC is issued. The COUNTY and the ASSOCIATION shall revise the LOC as necessary to adequately secure the ASSOCIATION's obligations during the term of this Agreement. The ASSOCIATION shall be responsible for procuring replacement LOCs in amounts approved by the COUNTY within sixty (60) days prior to the expiration date of the LOC then on file with the COUNTY for as long as this Agreement remains in effect. The ASSOCIATION may obtain a release of any such LOC at any time by substituting cash in an equal amount. Any cash provided to the COUNTY will be deposited with the County Treasurer and interest on the amount will be paid to the ASSOCIATION on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the LOC or the cash security shall be a letter from the Travis County Judge indicating that the District has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to

the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

## VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

## VII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Preserve at Lost Gold Cave HOA  
1929 Cueva de Oro Cove  
Austin, TX 78746

COUNTY:

Honorable Samuel T. Biscoe (or successor)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 83. \_\_\_\_

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the County Executive of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

By: \_\_\_\_\_, County  
Judge

Date: \_\_\_\_\_

TERMS AND CONDITIONS ACCEPTED, this the day of , .

THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Theresa A. Smith  
Title: HOA President  
Authorized Representative

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on this the day of \_\_\_\_\_, \_\_\_\_ by ,  
County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of  
Texas, on behalf of said County.

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

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
My commission expires:

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

April 15<sup>th</sup>, 2013

This instrument was acknowledged before me on this the day of April, by as of  
the Preserve at Lost Creek Inc., a Texas corporation, on behalf of said corporation.

Home Owners  
Association, Inc.

Paul Brewer

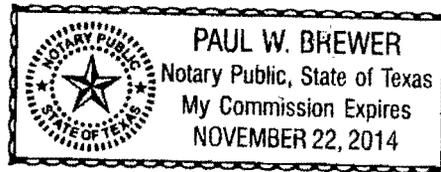
Notary Public in and for the State of Texas

PAUL BREWER

Printed/Typed Name

NOV 22 2014

My commission expires:



ADDRESS OF ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Austin, Texas 787\_\_

(License Agreement)  
 Cueva De Oro Cove  
 Preserve at Lost Cave-  
 Phase II

EXHIBIT “ A ”

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION OF A 0.039ACRE (1,723 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE PATTERSON MOORE SURVEY NO. 70, ABSTRACT NO. 560 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF CUEVA DE ORO COVE, A PUBLIC RIGHT-OF-WAY DEDICATED BY PLAT, IN “THE PRESERVE AT LOST GOLD CAVE – PHASE II SUBDIVISION PLAT, AS RECORDED IN DOCUMENT NO. 200500312 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.039 ACRE (1,723 SQUARE FEET) TRACT BEING COMPRISED OF THREE (3) TRACTS OR PARTS, AS FOLLOWS: PART 1 BEING 24 SQUARE FEET, PART 2 BEING 0.038 ACRE (1,675 SQUARE FEET) AND PART 3 BEING 24 SQUARE FEET, AS SHOWN ON THE ACCOMPANYING SKETCH, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**PART 1 (24 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at it’s intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove, same being the southeasterly line of Lot 16, Block A, of said “The Preserve at Lost Gold Cave- Phase II; from which a ½” iron rod found for the west corner of said Lot 16 bears N59°02’47”W a distance of 225.01; Thence, N75°45’26”E a chord distance of 35.33 feet to a ½” iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet); Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38’28”E a distance of 15.57 feet to a calculated point, from which a ½” iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38’28”E a distance of 44.55 feet; Thence, into said right-of-way, S59°42’19”E a distance of 5.98 feet to a corner of a 2.5’ by 2.5’ stone column for the southwesterly corner and **POINT OF BEGINNING** of this tract,

**THENCE**, continuing through said right-of-way for the following four courses:

- 1) **N25°45’52”E** a distance of 2.50 feet to a corner of a 2.5’ by 2.5’ stone column;
- 2) **S64°14’08”E** a distance of 9.53 feet to a corner of a 2.5’ by 2.5’ stone column;
- 3) **S25°45’52”W** a distance of 2.50 feet to a corner of a 2.5’ by 2.5’ stone column;
- 4) **N64°14’08”W** a distance of 9.53 feet to the **POINT OF BEGINNING** and containing 24 square feet) of land, more or less.

**PART 2 - 0.038 ACRE (1,675 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at its intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove and the southeasterly line of Lot 16, Block A, of said "The Preserve at Lost Gold Cave- Phase II; from which a ½" iron rod found for the west corner of said Lot 16 bears N59°02'47"W a distance of 225.01; Thence, N75°45'26"E a chord distance of 35.33 feet to a ½" iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet), Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38'28"E a distance of 15.57 feet to a calculated point, from which a ½" iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38'28"E a distance of 44.55 feet, Thence, into said right-of-way, S59°42'19"E a distance of 32.16 feet to a calculated point at the face of curb of a median for a southwesterly corner and **POINT OF BEGINNING** of this tract,

**THENCE**, continuing through said right-of-way and along the face of curb of said traffic median or island for the following four courses:

- 1) N30°13'53"E a distance of 43.58 feet to a calculated point;
- 2) N34°32'20"E a distance of 9.65 feet to a calculated point;
- 3) N41°20'49"E a distance of 9.76 feet to a calculated point;
- 4) N45°46'00"E a distance of 9.71 feet to a calculated Point of Curvature of a non-tangent curve to the right, from which a MAG nail found at the Point of Reverse Curvature in said northwesterly right-of-way line, and the southeasterly line of said Lot 16 bears N18°07'09"W a distance of 34.51 feet;
- 5) Along the arc of said non-tangent curve to the right having an arc length of 6.79 feet, a radius of 4.50 feet and a chord that bears N83°58'46"E a chord distance of 6.17 feet to a calculated Point of Compound Curvature of a non-tangent curve to the right;
- 6) Along the arc of said non-tangent curve to the right having an arc length of 5.94 feet, a radius of 4.00 feet and a chord that bears S13°20'07"E a chord distance of 5.41 feet to a calculated point at the end of said curve;
- 7) S22°15'29"W a distance of 9.00 feet to a calculated point;
- 8) S13°03'38"W a distance of 13.33 feet to a calculated point;
- 9) S29°36'45"W a distance of 64.75 feet to a calculated Point of Curvature of a non-tangent curve to the right;
- 10) Along the arc of said non-tangent curve to the right having an arc length of 7.91 feet, a radius of 5.00 feet and a chord that bears S73°57'13"W a chord distance of 7.11' feet to a calculated point at the end of said curve;
- 11) N62°45'50"W a distance of 10.14 feet to a calculated of Curvature of a non-tangent curve to the right;
- 12) Along the arc of said non-tangent curve to the right having an arc length of 7.43 feet, a radius of 5.00 feet and a chord that bears N14°24'49"W a chord distance of 6.77 feet to a calculated point at the end of said curve;
- 13) N30°13'53"E a distance of 15.39 feet to the **POINT OF BEGINNING** and containing 0.038-acres (1,675 square feet) of land, more or less.

**PART 3 (24 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE.** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at it's intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove and the southeasterly line of Lot 16, Block A, of said "The Preserve at Lost Gold Cave- Phase II"; from which a 1/2" iron rod found for the west corner of said Lot 16 bears N59°02'47"W a distance of 225.01; Thence, N75°45'26"E a chord distance of 35.33 feet to a 1/2" iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet), Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38'28"E a distance of 15.57 feet to a calculated point, from which a 1/2" iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38'28"E a distance of 44.55 feet. Thence, into said right-of-way, S59°42'19"E a distance of 70.99 feet to a corner of a 2.5' by 2.5' stone column for the southwesterly corner and **POINT OF BEGINNING** of this tract.

**THENCE.** continuing through said right-of-way for the following four courses:

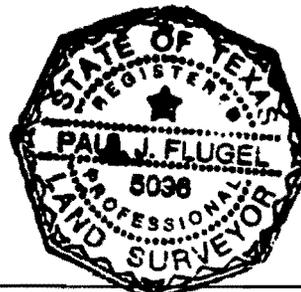
- 1) **N31°46'51"E** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 2) **S58°13'09"E** a distance of 9.56 feet to a corner of a 2.5' by 2.5' stone column;
- 3) **S31°46'51"W** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 4) **N58°13'09"W** a distance of 9.56 feet to the **POINT OF BEGINNING** and containing 24 square feet) of land, more or less.

**BEARING BASIS NOTE**

The bearings described herein are based on the record plat bearing (N59°02'47"W) of the northeasterly right-of-way line of Stoneridge Road, same being the southwesterly line of Lot 16, Block A, of the above referenced "The Preserve at Lost Gold Cave-Phase II", as monumented above.

I do hereby certify that this description is true and correct to the best of my knowledge and belief, and was prepared from an actual on the ground survey of found property corners, under my supervision, and that the markers described herein actually exist, as described, at the time of my survey.

As Prepared by  
**Flugel Land Surveying**  
Firm Registration No. 10193837



*Paul J. Flugel*  
**Paul J. Flugel**

Registered Professional Land Surveyor No. 5096

Date of Survey : 12-13-2012

Date of Field Notes : 12-27-2012

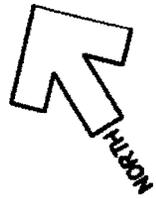
**REFERENCES**

MAPSCO 2009 495-S

TCAD PARCEL ID NO. 02-4502-0903

AUSTIN GRID NO. J-31

C:\Surveying\Thompson Land Eng\field notes\Cueva de Oro. doc



**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
OF PORTIONS OF CUEVA DE ORO COVE  
R.O.W. AS RECORDED IN DOC. NO.  
200500312, OFFICIAL PUBLIC RECORDS,  
TRAVIS COUNTY, TEXAS.**

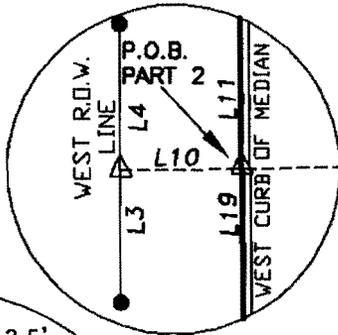
SCALE: 1" = 40'

LOT 15, BLK A

**LEGEND**

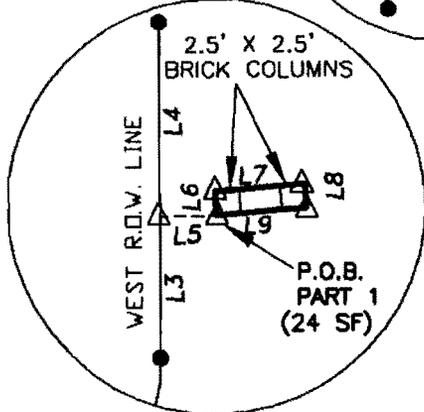
- 1/2" IRON ROD FOUND WITH PLASTIC CAP
- △ CALCULATED POINT
- ▲ MAG NAIL OR COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- ( ) RECORD INFORMATION
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET

DETAIL 2 ~ NTS



LOT 16  
BLK A

THE PRESERVE AT LOST  
GOLD CAVE- PHASE II  
DOC. NO. 200500312,  
T.C.O.P.R.



DETAIL 1 ~ NTS

N59°02'47"W 225.01'  
(N59°02'47"W 224.98')  
BEARING BASIS

COTTON  
SPINDLE  
FOUND

P.O.R.  
PARTS 1, 2,  
& 3

N59°20'20"W 140.07'  
(N59°15'59"W 140.00')

"ATS" CAP

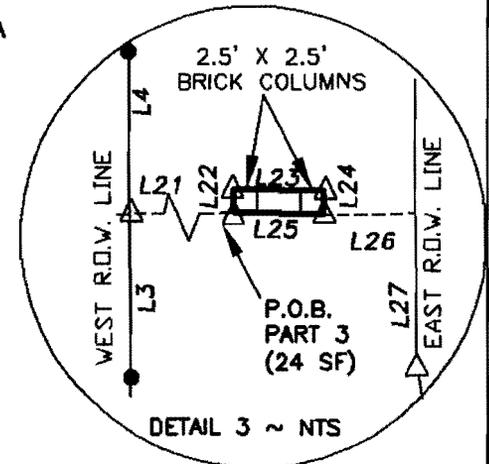
N59°20'05"W 105.46'  
(N59°19'19"W 105.57')

"ATS" CAP

**STONERIDGE ROAD**  
(60' RIGHT-OF-WAY)

THE PRESERVE AT LOST  
GOLD CAVE- PHASE II  
DOC. NO. 200500312,  
T.C.O.P.R.

LOT 1  
BLK A



DETAIL 3 ~ NTS

NOTE:  
SEE SHEET 5 FOR  
LINE AND CURVE  
TABLES FOR PARTS  
1, 2, AND 3

CLIENT: THOMPSON LAND ENG.  
FIELD BOOK: 2, PAGE 26  
DRAWN BY: P.J.F.  
PROJECT NO.: PRJ # 20-2012  
DATE: 12-27-12  
FILE: CUEVA DE ORO.DWG

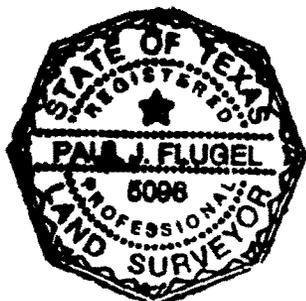
**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
OF PORTIONS OF CUEVA DE ORO COVE  
R.O.W. AS RECORDED IN DOC. NO.  
200500312, OFFICIAL PUBLIC RECORDS,  
TRAVIS COUNTY, TEXAS.**

LINE TABLE -- PART 1		
NO.	BEARING	DISTANCE
L3	N30°38'28"E	15.57'
L4	N30°38'28"E	44.55'
L5	S59°42'19"E	5.98'
L6	N25°45'52"E	2.50'
L7	S64°14'08"E	9.53'
L8	S25°45'52"W	2.50'
L9	N64°14'08"W	9.53'

LINE TABLE -- PART 2		
NO.	BEARING	DISTANCE
L10	S59°42'19"E	32.16'
L11	N30°13'53"E	43.58'
L12	N34°32'20"E	9.65'
L13	N41°20'49"E	9.76'
L14	N45°46'00"E	9.71'
L15	S22°15'29"W	9.00'
L16	S13°03'38"W	13.33'
L17	S29°36'45"W	64.75'
L18	N62°45'50"W	10.14'
L19	N30°13'53"E	15.39'
L20	N18°07'09"W	34.51'

LINE TABLE -- PART 3		
NO.	BEARING	DISTANCE
L21	S59°42'19"E	70.99'
L22	N31°46'51"E	2.50'
L23	S58°13'09"E	9.56'
L24	S31°46'51"W	2.50'
L25	N58°13'09"W	9.56'
L26	S59°20'28"E	9.53'
L27	S30°39'44"W	15.77'

CURVE TABLE -- PART 2				
NO.	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C5	N83°58'46"E	6.17'	6.79'	4.50'
C6	S13°20'07"E	5.41'	5.94'	4.00'
C7	S73°57'13"W	7.11'	7.91'	5.00'
C8	N14°24'49"W	6.77'	7.43'	5.00'



R.O.W. LINE TABLE		
NO.	BEARING	DISTANCE
L1	N47°30'18"E (N47°22'29"E)	22.79' (22.85')
L2	N13°45'49"E (N13°58'34"E)	22.80' (22.85')

R.O.W. CURVE TABLE				
NO.	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C1	N75°45'26"E (N75°42'16"E)	35.33' (35.37')	39.24' (39.29')	25.00' (25.00')
C2	S14°18'30"E (S14°17'44"E)	35.34' (35.34')	39.24' (39.24')	25.00' (25.00')
C3	N39°07'31"E (N39°01'30"E)	29.06' (29.05')	29.16' (29.15')	100.00' (100.00')
C4	N22°18'47"E (N22°19'33"E)	29.04' (29.04')	29.14' (29.15')	100.00' (100.00')

AS SURVEYED BY:

*Paul J. Flugel*

PAUL J. FLUGEL  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5096  
DATE SURVEYED : DECEMBER 13, 2012

SHEET 5 OF 5

CLIENT: THOMPSON LAND ENG.  
FIELD BOOK: 2, PAGE 26  
DRAWN BY: P.J.F.  
PROJECT NO.: PRJ # 2C-2012  
DATE: 12-27-12  
FILE: CUEVA DE ORO.DWG

PLAT DOCUMENT #



PLATS  
4 PGS

200500308

# PLAT

## PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: THE PRESERVE AT LOST GOLD CAVE  
PHASE 1

OWNERS NAME: BERIDGE JOINT VENTURE

RESUBDIVISION? YES  NO

## ADDITIONAL RESTRICTIONS / COMMENTS:

- 2005220886
- 2005220887
- 2005220888
- 2005220889
- 2005220890

## RETURN:

COA  
DON PERRYMAN  
972-2784

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

2005 Nov 29 03:23 PM 200500308

KNOWLESR \$119.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**UNOFFICIAL COPY**

PHOTOGRAPHIC MYLAR

11/29/05

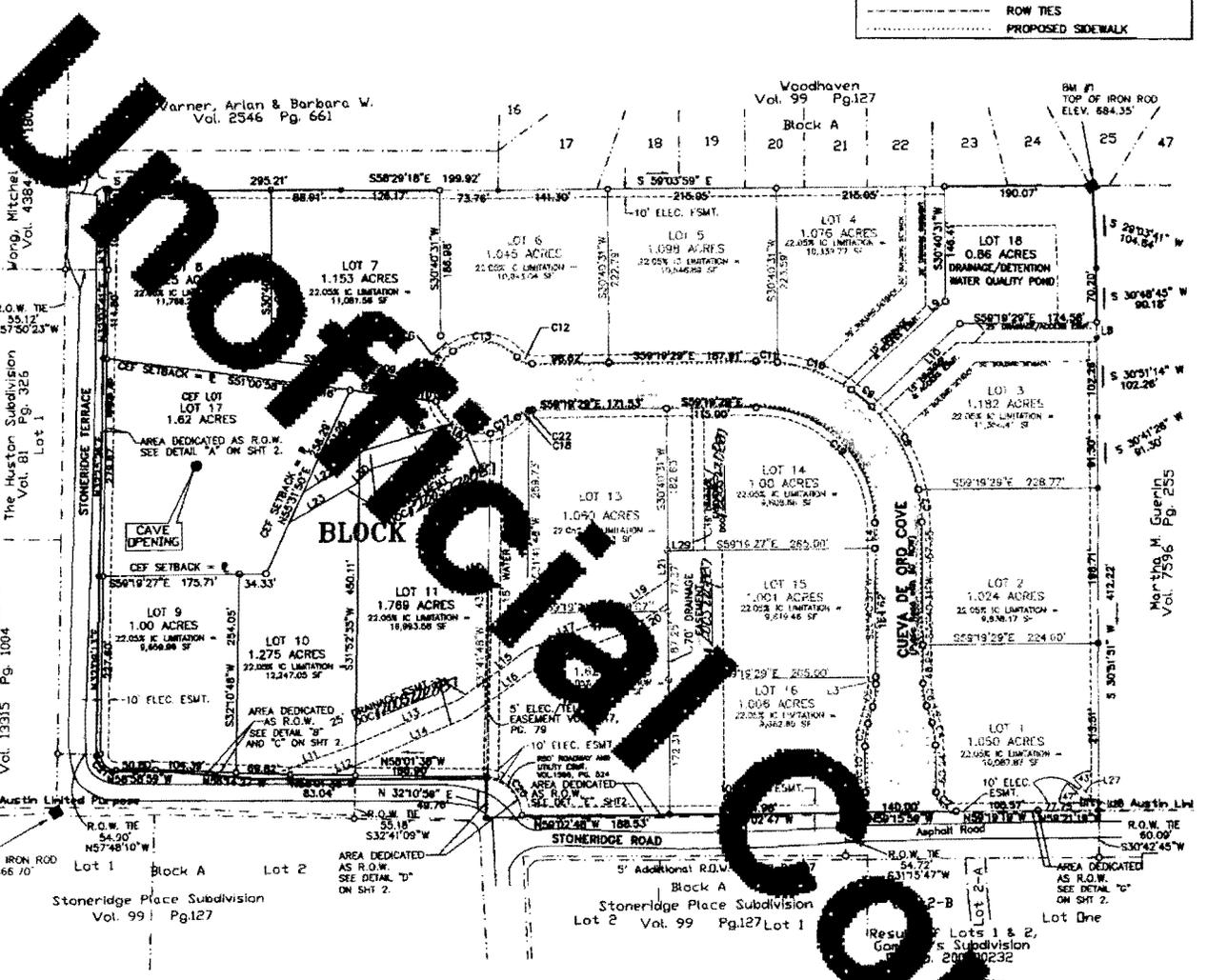
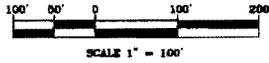
\$ 119.00

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I

**LEGEND**

- ◆ BENCHMARK
- FOUND IRON ROD
- PROPOSED PIN
- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - ADJACENT PROPERTY
- - - PROPOSED DRAINAGE ESMT.
- - - GOLD CAVE LANE CENTERLINE
- - - EXISTING EASEMENT
- - - PROPOSED ELEC. ESMT.
- - - JURISDICTION BOUNDARY
- - - ROW TIES
- - - PROPOSED SIDEWALK



**SURVEYOR'S CERTIFICATION:**

I, THOMAS DIXON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH CHAPTER 25 OF THE AUSTIN CITY CODE AS AMENDED; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THOMAS DIXON R.P.L.S.  
 TEXAS REGISTRATION NO. 4324  
 6305 FOREST HILLS DR.  
 AUSTIN, TX 78746  
 512-481-9602



**LINE TABLE**

#	LENGTH	BEARING	#	LENGTH	BEARING	#	LENGTH	BEARING
L1	22.85	S47°22'29"W	L11	109.21	S78°48'03"E	L21	37.43	S30°40'31"W
L2	22.85	N13°58'34"E	L12	45.72	S78°48'03"E	L22	38.79	S88°58'42"E
L3	8.89	S30°40'31"W	L13	142.03	S87°20'02"E	L23	87.88	S88°58'42"E
L4	32.52	S30°40'31"W	L14	145.41	S87°20'02"E	L24	120.27	S76°12'37"E
L5	15.61	N75°40'31"W	L15	112.28	N85°46'09"E	L25	118.10	S76°12'37"E
L6	25.00	N08°43'21"W	L16	111.68	N85°46'09"E	L26	142.41	N55°31'50"E
L7	62.20	S85°58'48"W	L17	116.75	S79°45'31"E	L27	17.87	N12°35'35"W
L8	19.99	N32°48'45"E	L18	116.43	S79°45'31"E	L28	18.81	N12°35'35"W
L9	185.54	S77°41'22"W	L19	81.81	N87°15'52"E	L29	32.80	S58°18'27"E
L10	154.58	S77°41'22"W	L20	68.18	N87°15'52"E	L30	27.88	N76°57'07"E
						L31	32.50	N76°57'07"E

**CURVE TABLE**

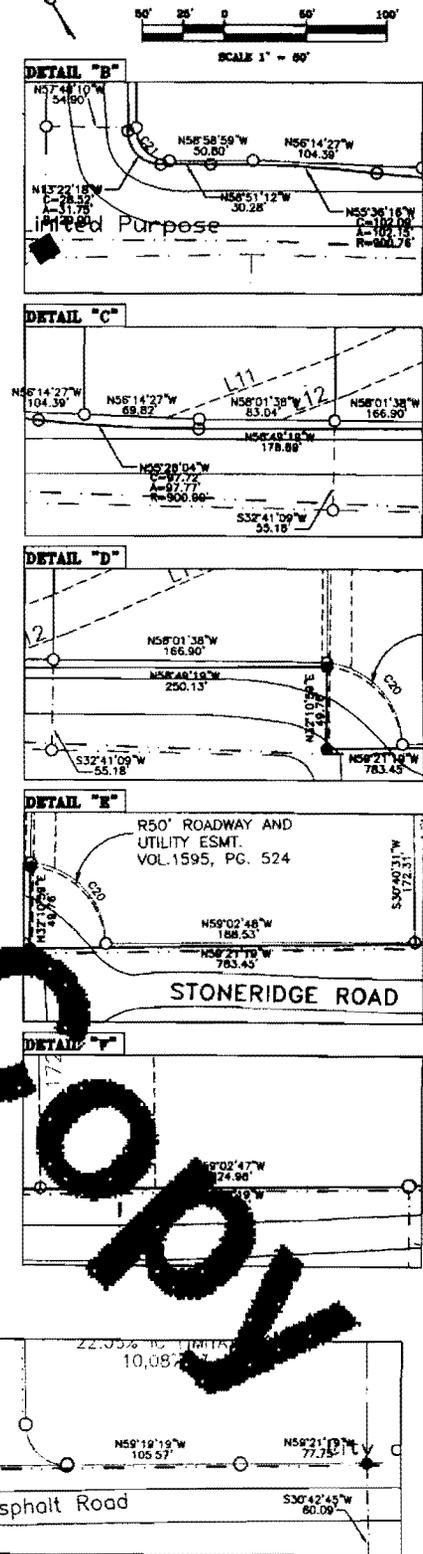
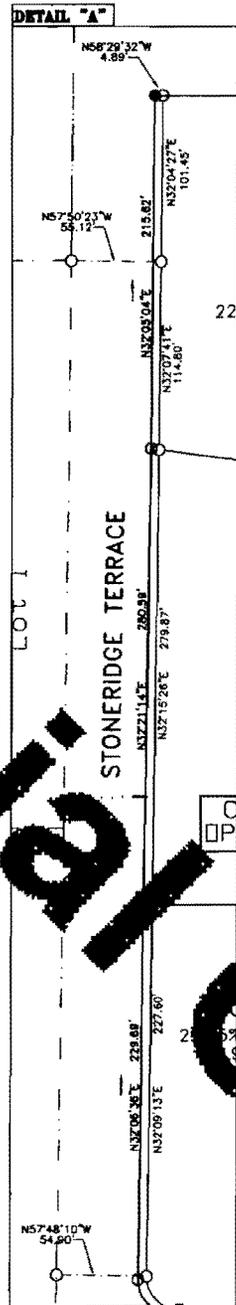
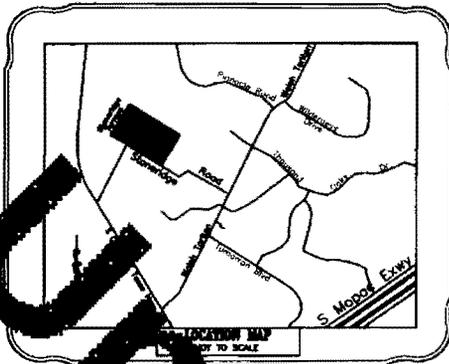
#	CHORD	BEARING	LENGTH	RADIUS
C1	35.33	S77°41'22"W	39.29	25.00'
C2	35.34	S77°41'22"W	39.24	25.00'
C3	29.05	S88°58'42"W	29.15	100.00'
C4	29.04	S88°58'42"W	29.15	100.00'
C5	28.04	S30°40'31"W	29.15	100.00'
C6	28.04	S30°40'31"W	29.15	100.00'
C7	41.50	S24°59'39"W	41.85	210.00'
C8	123.02	S02°18'49"W	124.83	210.00'
C9	34.28	S19°25'54"E	34.30	210.00'
C10	100.85	N38°00'19"W	101.85	210.00'
C11	27.20	S55°36'43"E	27.21	210.00'
C12	21.00	S34°29'05"E	21.88	25.00'
C13	82.86	S55°11'01"E	91.19	80.00'
C14	45.36	N81°03'56"E	46.52	80.00'
C15	24.80	S26°32'05"W	23.63	60.00'
C16	79.83	S27°32'57"E	87.47	60.00'
C17	40.77	S88°07'08"E	41.59	60.00'
C18	17.38	S88°38'43"E	17.75	25.00'
C19	212.21	N14°18'17"W	235.72	150.00'
C20	67.42	S11°30'20"E	73.98	50.00'
C21	28.56	S13°24'53"E	31.81	20.00'
C22	3.920	N63°49'19"W	4.004	25.00'

**LOC Consultants**  
 Civil Structural Environmental Engineers  
 1909 East Over Creek, Suite 100  
 Austin, Texas 78747-0200  
 Tel: (512) 481-9602  
 Fax: (512) 481-9602

PHOTOGRAPHIC MYLAR

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I



**LAND INFORMATION**

LOT NO.	ACRES	SQ. FT.	F.A.R.	
1	1.050	45741.00	0.088:1	
2	1.024	44617.53	0.088:1	
3	1.182	51503.01	0.082:1	
4	1.076	46892.40	0.088:1	
5	1.038	47831.72	0.083:1	
6	1.045	45546.86	0.087:1	
7	1.153	50256.49	0.079:1	
8	1.225	53370.68	0.073:1	
9	1.000	43809.30	0.091:1	
10	1.275	55542.19	0.068:1	
11	1.769	77068.37	0.051:1	
12	1.621	70823.55	0.060:1	
13	1.060	46215.11	0.076:1	
14	1.000	43567.63	0.088:1	
15	1.001	43625.65	0.086:1	
16	1.006	43822.20	0.090:1	
17	1.587	68272.78	CEF S.B.	
18	0.892	38857.44	POND	
GOLD CAVE LAKE R.O.W.		1.657	72218.94	
TOTAL - BEFORE REQUIRED RIGHT-OF-WAY DEDICATION		22.907	897899.616	
ROW DEDICATION		0.160	6974.910	
TOTAL - AFTER REQUIRED RIGHT-OF-WAY DEDICATION		22.743	890724.709	
PHASE I		10.538	459032.280	
PHASE 1		12.205	531692.429	

PROPOSED DENSITY:  
1.43 UNITS/ACRE

STREET NAME	CLASS	WIDTH			LENGTH
		R.O.W.	P.V.M.T.	WALKS	
GOLD CAVE LANE	RESIDENTIAL	60.00'	24'	4'	1140.22'

STREET CROSS SECTION: 24' PAVEMENT + 2' SHOULDERS

**LOC Consultants**  
Civil Structural Environmental Engineers  
200 First Street, Suite 100  
San Jose, CA 95128  
Tel: (415) 435-8888  
Fax: (415) 435-8889

PHOTOGRAPHIC MYLAR

200500308

# THE PRESERVE AT LOST GOLD CAVE - PHASE I

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411957, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 5.170 AC, THE THIRD TRACT BEING 3.480 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS FROM PATTERSON MOORE SURVEY 70, ABSTRACT 560, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID ALL FIVE TRACTS OF LAND INTO A TOTAL IN SUM TO 22.907 AC, IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS:

## THE PRESERVE AT LOST GOLD CAVE

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE CREATED AND NOT RELEASED.

WITNESS MY HAND, THIS 21st DAY OF July, 2005 A.D.

KEITH SCHOENFELT, STONERIDGE JOINT VENTURER  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 208  
AUSTIN, TEXAS 78746  
(512) 328-2893

CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER,  
AS RECORDED IN DOCUMENT NO. 200411957,  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 208  
AUSTIN, TEXAS 78746  
(512) 328-2893

### ENGINEER'S CERTIFICATION:

NO 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) #1845300205E AND #1845300205E, TRAVIS COUNTY, TEXAS, DATED 5/16/1993, COMMUNITY # 481026.

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I REVIEWED THE PLAT SUBMITTED HERewith; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLES WITH CHAPTER 25 AS AMENDED OF THE AUSTIN CITY CODE OF 1981 AND ALL OTHER APPLICABLE CODES AND ORDINANCES. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.



SRGIO N. LOZANO-SANCHEZ, P.E.  
REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS - NO. 89158  
LOC CONSULTANTS, LLP  
1000 E. CESAR CHAVEZ ST., SUITE 100  
AUSTIN, TEXAS 78702

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF

2005 A.D., BY KEITH SCHOENFELT.  
SCHOENFELT  
SERRA ANTON  
1000 EAST CESAR CHAVEZ  
AUSTIN, TEXAS 78702

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF

2005 A.D., BY CHRISTOPHER R. MILAM.  
MILAM  
SERRA ANTON  
1000 EAST CESAR CHAVEZ  
AUSTIN, TEXAS 78702

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS 14th DAY OF October, 2005, A.D.

JOE PANTALON  
WATERSHED PROTECTION AND DEVELOPMENT REVIEW

### CITY OF AUSTIN ON-SITE SEWAGE FACILITY (OSSE) PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL, WHICH HAS BEEN APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UTILITY DEVELOPMENT SERVICES (UDS) DIVISION.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A CITY OF AUSTIN APPROVED PUBLIC WATER SYSTEM OR INDIVIDUAL WATER WELL. PLEASE REFER TO NOTE #4 OF THE GENERAL NOTES LOCATED ON SHEET 4 OF 4.
- NO CONSTRUCTION MAY BEGON ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CURRENT MINIMUM REQUIREMENTS OF THE CHAPTER 25-4 OF THE CODE OF THE CITY OF AUSTIN AT THE TIME OF CONSTRUCTION.
- ALL WATER WELLS IN THE SUBDIVISION MUST BE PROPERLY ABANDONED UPON CONNECTION TO CITY WATER SERVICE.
- ALL RESTRICTIONS ARE ENFORCEABLE BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.

SRGIO N. LOZANO-SANCHEZ, P.E.  
AUSTIN, TEXAS, UTILITY, UDS DIVISION  
DATE: 7/5/2005

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 14th DAY OF October, 2005.

BETTY BAKER, CHAIRPERSON  
CLARK HAMMONDE, SECRETARY

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEALMOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE 14th DAY OF October, 2005, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DAILY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 22nd DAY OF November, 2005, A.D.

DANA DEBEALMOR, COUNTY CLERK  
DEPUTY

I, DANA DEBEALMOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21st DAY OF July, 2005, AT 10:25 O'CLOCK A.M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 200500308, OFFICIAL RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21st DAY OF July, 2005, A.D.

DANA DEBEALMOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
DEPUTY

J. RANEY

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411957, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 5.170 AC, THE THIRD TRACT BEING 3.480 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS COMBINED EQUAL IN SUM TO 22.907 AC FROM PATTERSON MOORE SURVEY 70, ABSTRACT 560, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID FIVE TRACTS OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS:

## THE PRESERVE AT LOST GOLD CAVE - PHASE I

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE CREATED AND NOT RELEASED.

**LOC Consultants**  
Civil Structural Environmental Engineers  
100 East Cesar Chavez, Suite 100 P. (512) 462-0000  
Austin, Texas 78702-2888 Fx (512) 462-0000

PHOTOGRAPHIC MYLAR

200500308

# THE PRESERVE AT LOST GOLD CAVE - PHASE I

## GENERAL NOTES:

1. ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CITY OF AUSTIN ALTERNATE URBAN STANDARDS.
2. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENT AUTHORITIES.
3. THIS PROJECT IS LOCATED IN THE EAMES CREEK WATERSHED, CLASSIFIED AS WATER SUPPLY SUBURBAN, AND IS LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE.
4. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO AN APPROVED INDIVIDUAL ON-SITE WELL OR IF CITY OF AUSTIN APPROVED A PUBLIC WATER SYSTEM OWNED BY THE CITY OF AUSTIN. IF THE CITY APPROVES A CONNECTION TO THE CITY WATER SYSTEM, THE LANDOWNER, AT OWN EXPENSE, WILL BE RESPONSIBLE FOR PROVIDING THE WATER UTILITY EASEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES. THE WATER SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA. THE CITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER DEPARTMENT. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE ASSOCIATED CITY FEES.
5. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION, SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND THE STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS, SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT AND THE T.C.E.Q. FOR REVIEW AND APPROVAL.
6. FINAL CONSTRUCTION PLANS FOR THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDERLYING LOTS BY PONDING OR OTHER APPROVED METHODS.
7. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET (150') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET (50') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING LOCAL OR COLLECTOR STREET.
8. AT THE TIME OF RECORDING, THE DEVELOPER SHALL FILE A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, COMING WITH CHAPTER 25-4-232 OF THE LAND DEVELOPMENT CODE, SHALL BE RECORDED IN THE OFFICE OF PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
9. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN AND AS REQUIRED ALONG BOTH SIDES OF THE STREETS INTERNAL TO THE SUBDIVISION, SHALL BE LOCATED ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE INSTALLED IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BY THE CITY OF AUSTIN. CITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY SHALL BE MAINTAINED.
10. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND REMOVE TREES AND OTHER VEGETATION AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ACCESS TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE IN COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE TRIMMING AND TREE REMOVAL THAT IS WITHIN 10 FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
13. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
14. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. PARKLAND REQUIREMENTS FOR STONERIDGE PRELIMINARY PLAN:  
18 LOTS X 2.8 PERSONS/LOT X 5.0/1,000 = 0.224 ACRES.
17. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
18. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT. THIS INCLUDES SINGLE-FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 25-8-181 & 184, AND THE ENVIRONMENTAL CRITERIA MANUAL.
19. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 25-8-211.
20. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE, SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
21. LOTS 8, 9, 10, AND 11 ARE RESTRICTED TO HAVE ACCESS TO STONERIDGE TERRACE ONLY.
22. THE PROPERTY SHOWN HEREIN IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO MAP PANEL 48453C02085E JUNE 16, 1193, OF THE FLOOD INSURANCE RATE MAP FOR THE CITY OF AUSTIN.
23. WATERSHED STATUS - THIS PROJECT SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE SAME TERMS AND CONDITIONS OF THE CITY LAND DEVELOPMENT CODE AS OF THE PROJECT APPLICATION FEE.

24. THIS SUBDIVISION WILL HAVE THE ELECTRIC SERVICE PROVIDED BY AUSTIN ENERGY.
25. THIS SUBDIVISION WILL HAVE THE PHONE SERVICE PROVIDED BY SBC.
26. THIS SUBDIVISION WILL HAVE THE WATER SERVICE PROVIDED BY THE CITY OF AUSTIN.
27. THIS SUBDIVISION WILL HAVE THE GAS SERVICE PROVIDED BY TEXAS GAS SERVICE.
28. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
29. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VARIATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
30. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS, AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
31. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
32. THE FOLLOWING LOTS MAY HAVE SLOPES GREATER THAN 15%. LOTS 7, 8, 10, AND 11. CONSTRUCTION ON THESE LOTS SHALL COMPLY WITH LDC, SECTIONS 23-4-303(B), REGARDING CONSTRUCTION ON SLOPES.
33. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
34. THE LANDOWNER IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER SYSTEM IMPROVEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES.
35. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED FEBRUARY 10, 2004. 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 THE SEPARATE INSTRUMENT RECORDED IN BOOK 2005-1193 ON THE OFFICIAL PUBLIC RECORDS OF TRAVIS/ WILLIAMSON COUNTY, TEXAS.
36. LOT 17, THE LOT THAT CONTAINS LOST GOLD CAVE, WILL BE MAINTAINED BY THE OWNER OF LOT 17 IN ACCORDANCE TO THE CITY OF AUSTIN AND TRAVIS COUNTY STANDARDS FOR LOT MAINTENANCE.
37. THE PRESERVE AT LOST GOLD CAVE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE WATER QUALITY CONTROL AND DETENTION POND FEATURES PER RESTRICTIVE COVENANT RECORDED IN DOCUMENT 2005-1193.
38. RESIDENTIAL LOTS IN THIS SUBDIVISION SHALL BE LIMITED TO 22.05% IMPERVIOUS COVER OF THE LOT GROSS SITE AREA. SEE THE FACE OF THE PLAT FOR EXACT IMPERVIOUS COVER LIMITATIONS FOR INDIVIDUAL LOTS.

## TRAVIS COUNTY PLAT NOTES

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND OTHER PUBLIC IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL LIABILITY TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) SHALL POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS.

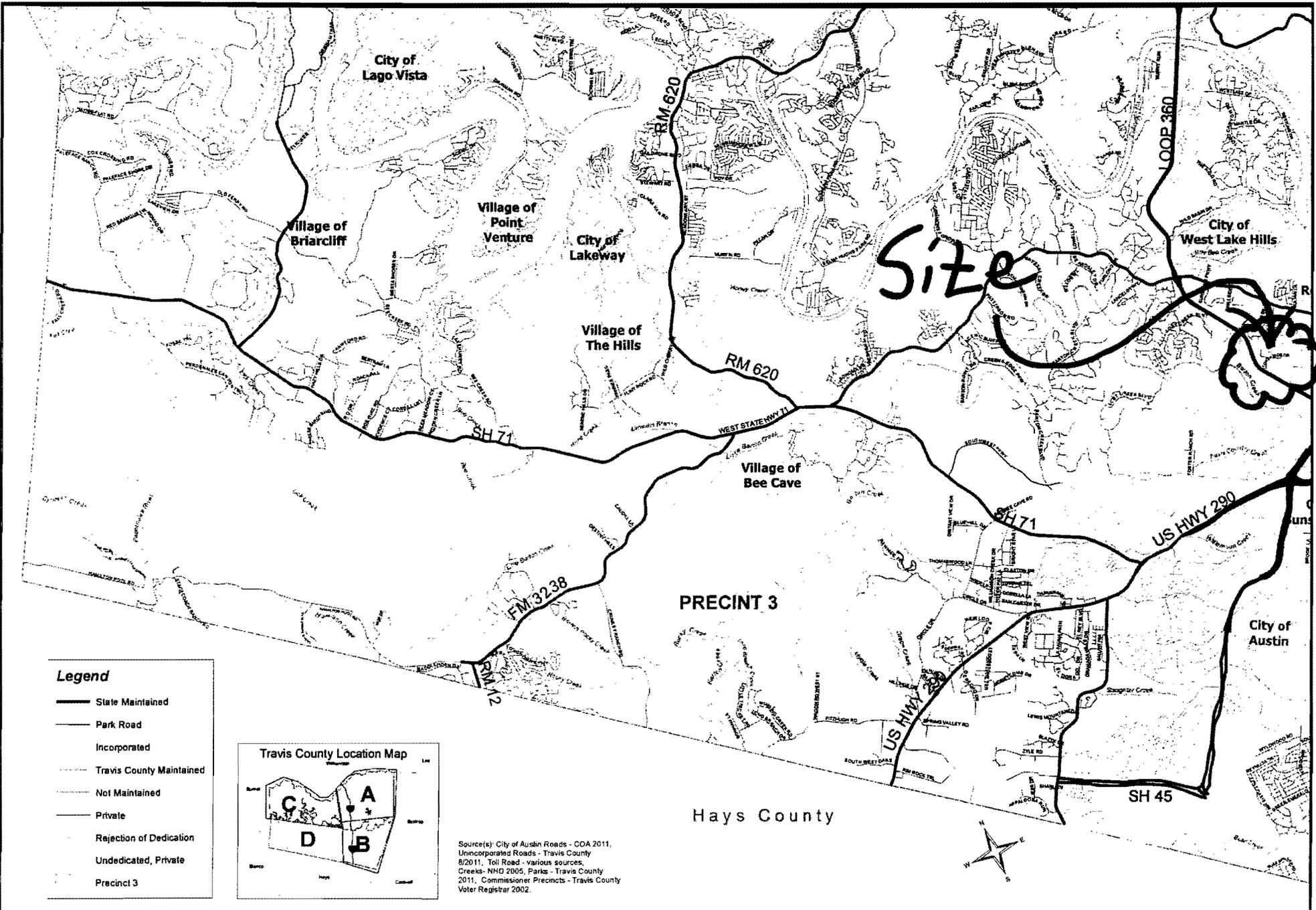
THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION OF THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE BEING PERFORMED 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 A PART OF THE DEVELOPER'S CONSTRUCTION.

OFFICIAL COPY

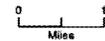
**LOC Consultants**  
 Civil Structural Environmental Engineers  
 1800 East Cesar Chavez, Suite 140 P.O. Box 888  
 Austin, Texas 78768-0888 Tel: (512) 452-8888  
 Fax: (512) 452-8887





Map Disclaimer: The data is provided "as is" with no warranties of any kind.

# Travis County Roadways, Map D



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