



## Item 8

# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 30, 2013

**Prepared By:** Michael Hettenhausen    **Phone #:** (512) 854-7563

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

*Carol B. J...*  
**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR  
**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording: Sola Vista Section 3 Final Plat (Long Form Plat - 27 Single Family Residential Lots - 35.8 acres - Cypress Ranch Boulevard - No ETJ) ; and
- B) A Subdivision Construction Agreement between Travis County and Lennar Homes of Texas Land and Construction, Ltd, in Precinct Three.

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

A) This long form final plat consists of 27 single-family residential lots on 35.8 acres. There are 4,075 linear feet of public streets proposed with this final plat, which originate from Cypress Ranch Boulevard. Water service will be provided by Cypress Ranch Water Control and Improvement District No. 1, and wastewater service will be provided by individual on-site sewage facilities. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$1,890.00.

The applicant posted \$495,088.25 to post full fiscal with the county, which allows the plat to be approved by Commissioners Court and recorded with the County Clerk.

B) The applicant proposes to enter into a subdivision construction agreement between Travis County and Lennar Homes of Texas Land and Construction, Ltd, to outline construction of the subdivision's infrastructure improvements.

### **STAFF RECOMMENDATIONS:**

As this plat application meets all Travis County standards, Transportation and Natural Resources staff recommends approval of the final plat and the subdivision construction agreement.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from adjacent property owners or other regarding this subdivision.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**EXHIBITS/ATTACHMENTS:**

- Precinct map
- Location map
- Proposed final plat
- Copy of Subdivision Construction Agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

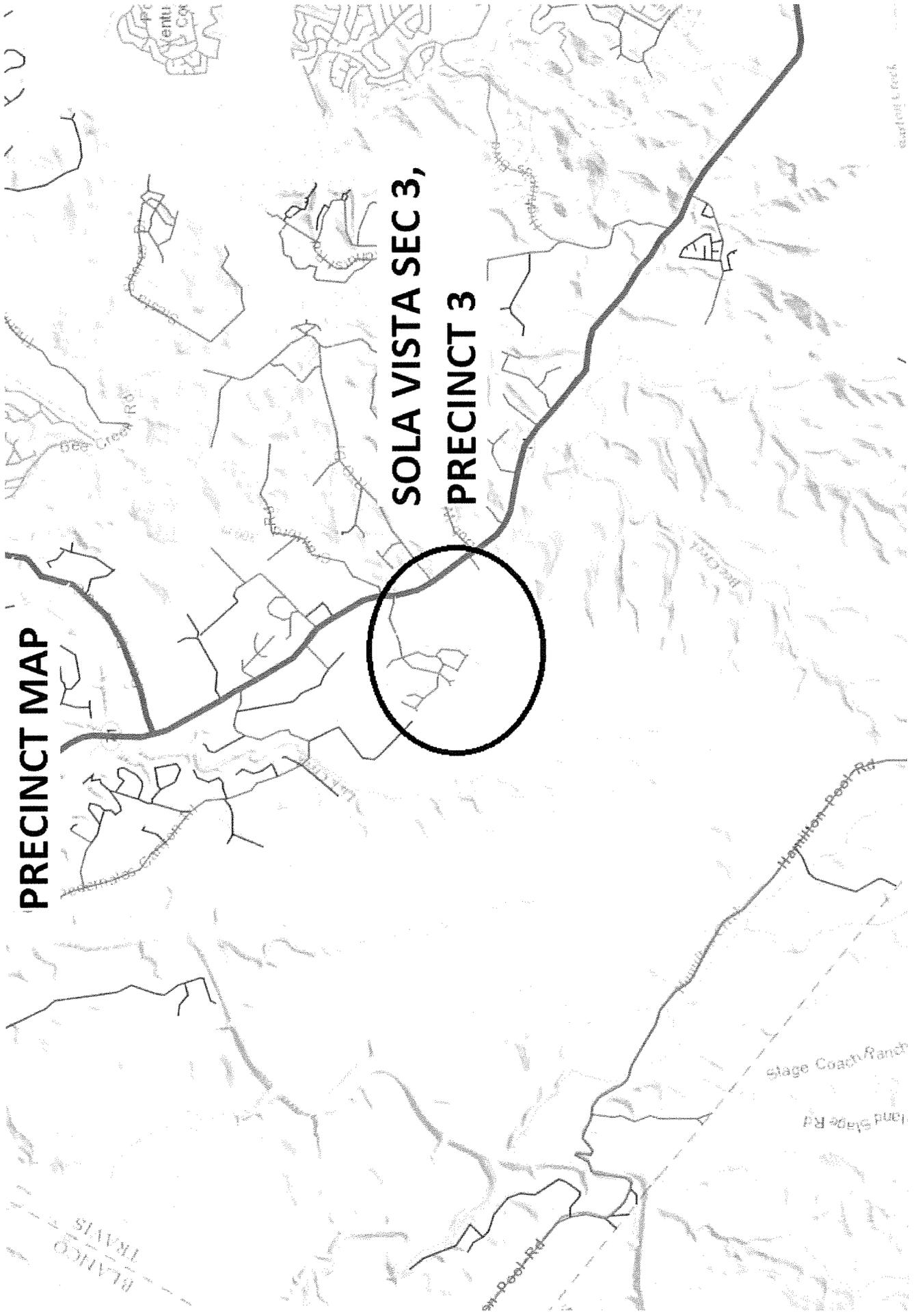
**CC:**

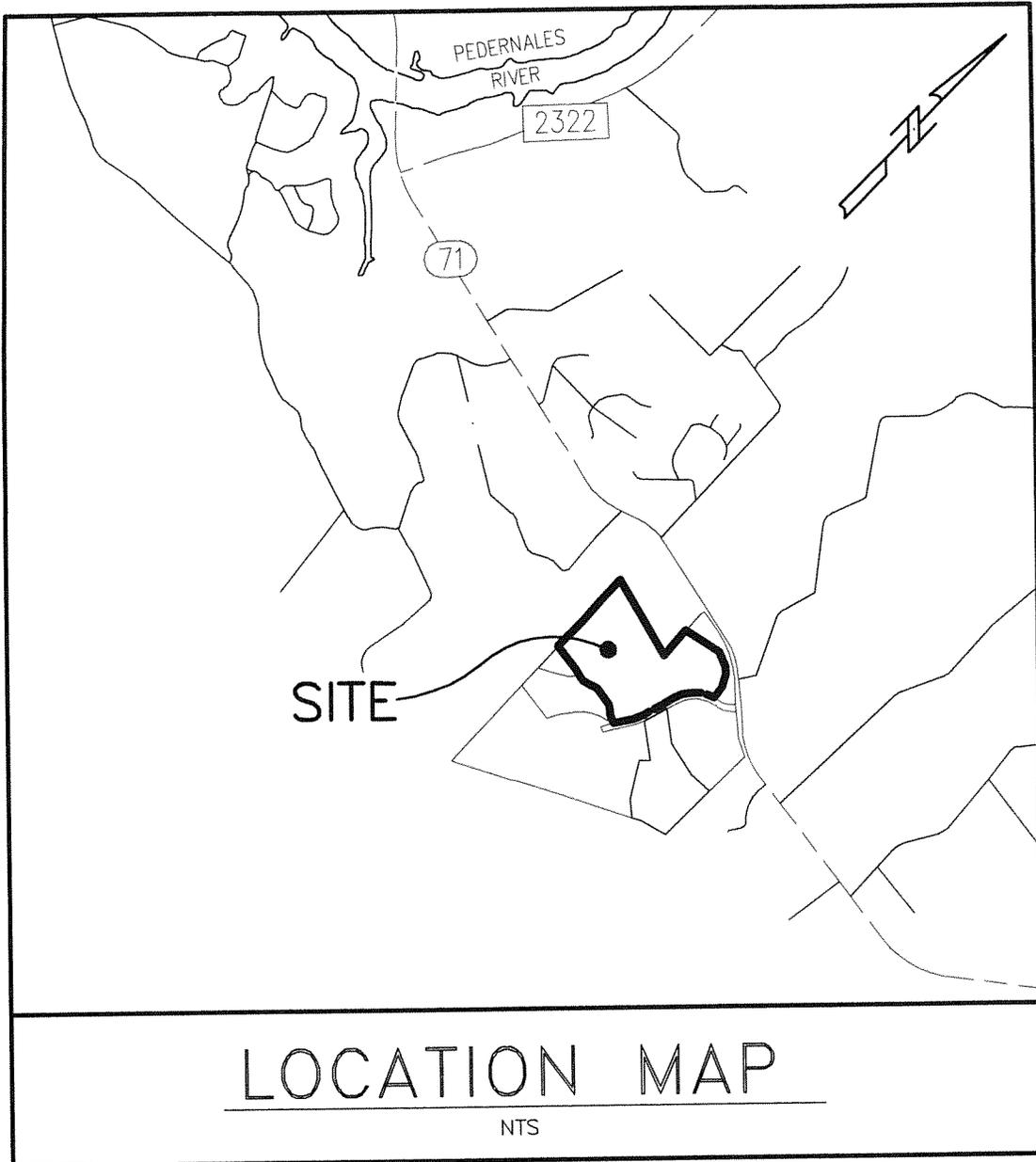

**SM:AB:mh**

**1101 - Development Services Long Range Planning- Sola Vista Section 3 Final Plat**

**PRECINCT MAP**

**SOLA VISTA SEC 3,  
PRECINCT 3**



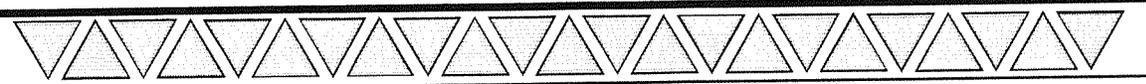


LOCATION MAP

NTS

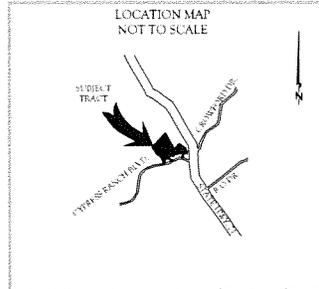
NOTE: THIS SITE IS LOCATED ENTIRELY OUTSIDE THE  
EDWARDS AQUIFER CONTRIBUTING ZONE

**David T. Smith, P.E.**



TxBPE FIRM F-3196  
13200 BEE CAVE PARKWAY  
BEE CAVE, TEXAS 78738  
PHONE:

# **SOLA VISTA SECTION 3**



## **TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS**

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

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

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

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

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH FRED WYBORSKI, VICE PRESIDENT, OWNERS OF 35.842 ACRES LOCATED IN THE A B & M SURVEY NUMBER 37, ABSTRACT NUMBER 43, THE G W SCOTT SURVEY NO. 50, ABSTRACT NO. 2569 AND THE W C ROUNDTREE SURVEY NUMBER 63, ABSTRACT 2680, TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT 35.842 ACRE TRACT CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 35.842 ACRES PURSUANT TO CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS SOLA VISTA SECTION 3, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

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

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,  
A TEXAS LIMITED PARTNERSHIP

BY LENNAR TEXAS HOLDING COMPANY,  
A TEXAS CORPORATION, GENERAL PARTNER

BY \_\_\_\_\_  
FRED WYBORSKI, VICE PRESIDENT

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY FRED WYBORSKI IN THE CAPACITY OF VICE PRESIDENT OF LENNAR TEXAS HOLDING COMPANY, A TEXAS CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: \_\_\_\_\_

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C01801I, DATED SEPTEMBER 26, 2008. THE AREAS WITHIN THE 100 YEAR FLOOD PLAIN ARE CONTAINED WITHIN THE DRAINAGE EASEMENTS

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

DAVID T. SMITH, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 67565  
DAVID T. SMITH, P.E.  
13200 BEE CAVE PARKWAY  
BEE CAVE, TEXAS 78738

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

**PRELIMINARY NOT FOR RECORDATION**

DATE

JOHN E. BRAUTIGAM  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 5057 STATE OF TEXAS  
DELTA SURVEY GROUP, INC.  
8213 BRODIE LANE, STE 102  
AUSTIN, TEXAS 78745

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

GREG GUERNSEY, A.I.C.P., DIRECTOR  
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

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

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOIR, COUNTY CLERK,  
TRAVIS COUNTY, TEXAS.

DEPUTY

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY

PROPERTY OWNER AND/OR HIS HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S ETJ

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY CYPRESS RANCH WCID #1

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF

**RESIDENT NOTE**

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREON

A TWENTYFIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREON.

**TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:**

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT

THE SIZE OF THE HOME PLACED ON LOTS 4, 27, 30, & 31, BLOCK A, LOTS 40, 42, & 47, BLOCK B, AND LOTS 58 & 59, BLOCK C MAY BE VERY LIMITED DUE TO THE AMOUNT OF AREA AVAILABLE TO PLACE AN ON-SITE SEWAGE FACILITY

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

STACEY SCHEFFEL  
ON-SITE WASTEWATER PROGRAM  
TRAVIS COUNTY - TNR

DATE

**WATERWAY BUFFER ZONE PLAT NOTE:**

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS AND LAKES. NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA RULES, MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA, ITS SUCCESSORS, ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

LOWER COLORADO RIVER AUTHORITY

DATE

USE	LAND USE SCHEDULE		
	AREA (SF)	AREA (AC)	# OF LOTS
<b>RESIDENTIAL LOTS</b>	1,316,122	30.214	27
ROW	245,156	5.628	
TOTAL	1,561,277	35.842	27
TOTAL OVERALL	1,561,277	35.842	27

**TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82**

- NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. (82.209(D))
- BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES (82.209(C)), INCLUDING BLUFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
  - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE.
  - CONSTRUCTION IS PROHIBITED.
  - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
  - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
- THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
  - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
  - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORRALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED
  - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE
  - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET
- CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER, OR LESS THAN ONE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 30 TAC, CHAPTER 213, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

**PERMIT PLAT NOTE:**

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.

**SLOPE EASEMENT NOTE:**

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

LOT 10 BLOCK A, AND LOT 49 BLOCK C ARE RESTRICTED TO A SINGLE DRIVEWAY ON TOPACIO DRIVE. LOT 58 BLOCK C, AND LOT 47 BLOCK B ARE RESTRICTED TO A SINGLE DRIVEWAY ON ESMERELDA DRIVE

THE WATERWAY BUFFER ZONE EASEMENT IS DEFINED AS ALL OF THE AREA WITHIN AND 25' OFFSET FROM THE BOUNDARY OF THE DRAINAGE EASEMENT SHOWN ON THIS PLAT

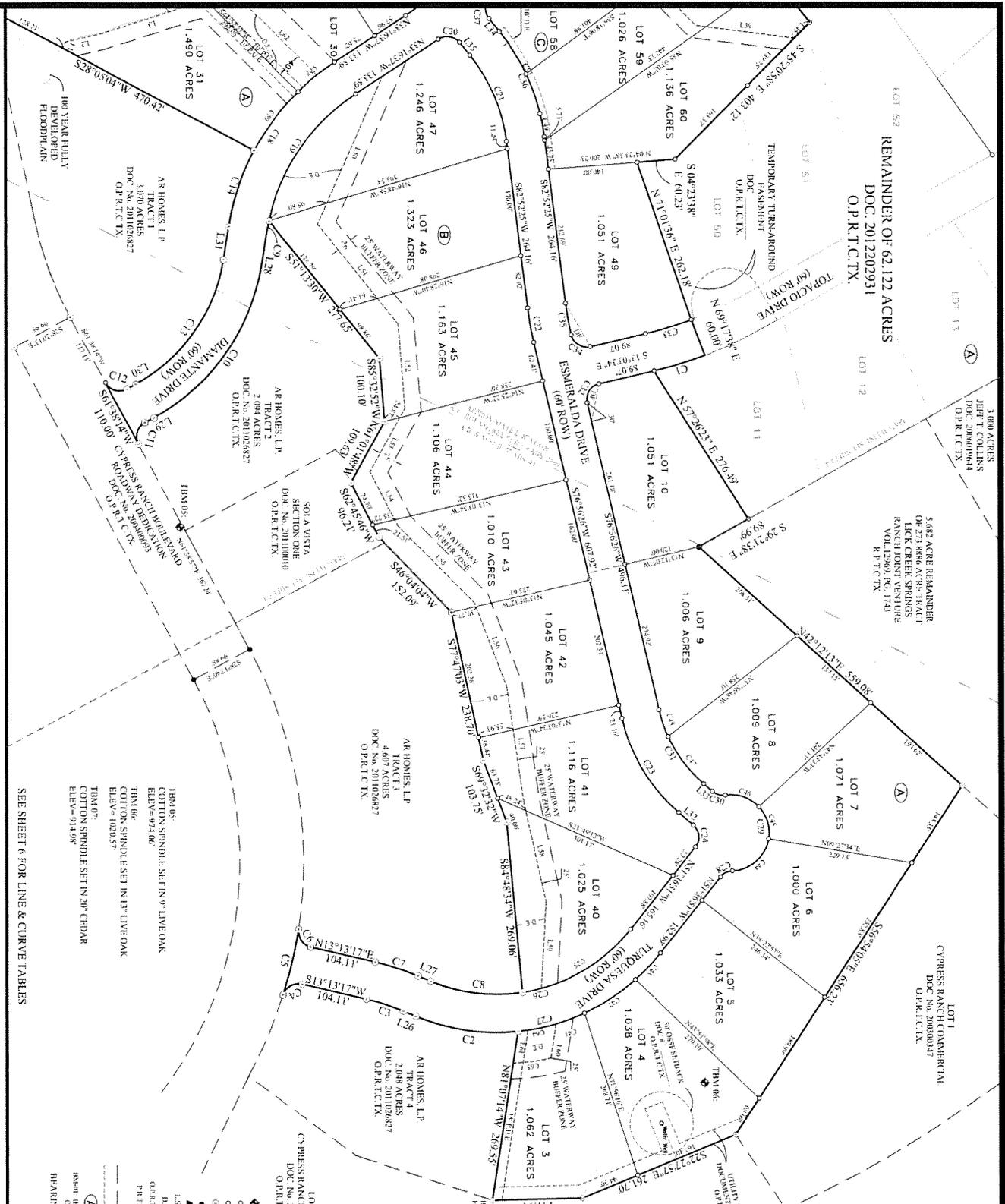
THE 10 FOOT DRAINAGE EASEMENT ALONG ESMERELDA DRIVE ON LOTS 58, 59 AND 60, BLOCK C MAY BE CROSSED WITH A SINGLE RESIDENTIAL DRIVEWAY ON EACH LOT

STREET NAME	STREET WIDTH	STREET LENGTH
DIAMANTE DRIVE	24'	1620 L.F.
TOPACIO DRIVE	24'	224 L.F.
ESMERELDA/TURQUESA	24'	2231 L.F.
TOTAL:		4075 L.F.





A.B. & M. SURVEY NUMBER 37,  
 ABSTRACT NUMBER 43  
 AND  
 THE W.C. ROUNDTREE SURVEY  
 NUMBER 68, ABSTRACT 2680  
 AND  
 THE G.W. SCOTT SURVEY NUMBER  
 50, ABSTRACT NUMBER 2569, TRAVIS  
 COUNTY, TEXAS  
 AUGUST 2012



LOT 1  
 CYPRESS RANCH COMMERCIAL  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 2  
 CYPRESS RANCH COMMERCIAL  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 3  
 AR HOMES, LP  
 TRACT A  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 4  
 AR HOMES, LP  
 TRACT B  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 5  
 AR HOMES, LP  
 TRACT C  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 6  
 AR HOMES, LP  
 TRACT D  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 7  
 AR HOMES, LP  
 TRACT E  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 8  
 AR HOMES, LP  
 TRACT F  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 9  
 AR HOMES, LP  
 TRACT G  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 10  
 AR HOMES, LP  
 TRACT H  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 11  
 AR HOMES, LP  
 TRACT I  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 12  
 AR HOMES, LP  
 TRACT J  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 13  
 AR HOMES, LP  
 TRACT K  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 14  
 AR HOMES, LP  
 TRACT L  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 15  
 AR HOMES, LP  
 TRACT M  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 16  
 AR HOMES, LP  
 TRACT N  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 17  
 AR HOMES, LP  
 TRACT O  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 18  
 AR HOMES, LP  
 TRACT P  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 19  
 AR HOMES, LP  
 TRACT Q  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 20  
 AR HOMES, LP  
 TRACT R  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 21  
 AR HOMES, LP  
 TRACT S  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 22  
 AR HOMES, LP  
 TRACT T  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 23  
 AR HOMES, LP  
 TRACT U  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 24  
 AR HOMES, LP  
 TRACT V  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 25  
 AR HOMES, LP  
 TRACT W  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 26  
 AR HOMES, LP  
 TRACT X  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 27  
 AR HOMES, LP  
 TRACT Y  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 28  
 AR HOMES, LP  
 TRACT Z  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 29  
 AR HOMES, LP  
 TRACT AA  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 30  
 AR HOMES, LP  
 TRACT AB  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 31  
 AR HOMES, LP  
 TRACT AC  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 32  
 AR HOMES, LP  
 TRACT AD  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 33  
 AR HOMES, LP  
 TRACT AE  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 34  
 AR HOMES, LP  
 TRACT AF  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 35  
 AR HOMES, LP  
 TRACT AG  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 36  
 AR HOMES, LP  
 TRACT AH  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 37  
 AR HOMES, LP  
 TRACT AI  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 38  
 AR HOMES, LP  
 TRACT AJ  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 39  
 AR HOMES, LP  
 TRACT AK  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 40  
 AR HOMES, LP  
 TRACT AL  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 41  
 AR HOMES, LP  
 TRACT AM  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 42  
 AR HOMES, LP  
 TRACT AN  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 43  
 AR HOMES, LP  
 TRACT AO  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 44  
 AR HOMES, LP  
 TRACT AP  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 45  
 AR HOMES, LP  
 TRACT AQ  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 46  
 AR HOMES, LP  
 TRACT AR  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 47  
 AR HOMES, LP  
 TRACT AS  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 48  
 AR HOMES, LP  
 TRACT AT  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 49  
 AR HOMES, LP  
 TRACT AU  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 50  
 AR HOMES, LP  
 TRACT AV  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 51  
 AR HOMES, LP  
 TRACT AW  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 52  
 AR HOMES, LP  
 TRACT AX  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 53  
 AR HOMES, LP  
 TRACT AY  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 54  
 AR HOMES, LP  
 TRACT AZ  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 55  
 AR HOMES, LP  
 TRACT BA  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 56  
 AR HOMES, LP  
 TRACT BB  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 57  
 AR HOMES, LP  
 TRACT BC  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 58  
 AR HOMES, LP  
 TRACT BD  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

LOT 59  
 AR HOMES, LP  
 TRACT BE  
 2.048 ACRES  
 DOC. NO. 201026877  
 O.P.R.C.T.X.

**Delta Survey Group Inc.**  
 4211 Fossil Lane, Ste. 102, Austin, TX, 78755  
 office: (512) 282-5200 fax: (512) 282-5230

**SOLA VISTA  
 SECTION 3**

SEE SHEET 6 FOR LINE & CURVE TABLES

# EASEMENT LINE AND CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	DELTA ANGLE
C1	630.00	84.08	84.02	S 16°52'58" E	07°38'48"
C2	330.00	165.13	165.42	S 00°19'20" W	28°40'16"
C3	330.00	69.94	69.87	S 3°°56'22" W	04°26'11"
C4	24.00	37.37	33.99	S 29°36'15" E	85°59'04"
C5	700.00	108.31	108.21	N 76°46'50" W	68°43'05"
C6	24.00	37.37	33.99	N 56°02'42" E	85°38'51"
C7	430.00	70.82	70.74	N 17°56'22" E	09°26'11"
C8	270.00	145.44	145.60	N 00°54'19" E	31°59'18"
C9	320.00	18.50	18.50	S 70°26'33" E	03°18'43"
C10	330.00	303.78	293.17	S 54°43'38" E	52°44'37"
C11	24.00	39.27	35.36	S 73°21'32" E	00°06'27"
C12	24.00	39.27	35.38	N 16°38'28" E	89°49'53"
C13	270.00	248.85	239.87	N 58°43'38" W	53°14'37"
C14	300.00	127.22	126.83	N 71°30'29" W	19°10'54"
C15	330.00	45.97	45.88	N 14°45'09" W	07°37'50"
C16	780.00	172.70	172.44	S 44°54'41" E	12°41'33"
C17	720.00	225.95	225.02	S 42°16'02" E	17°58'50"
C18	300.00	317.17	308.04	S 57°11'57" E	47°49'19"
C19	319.98	248.70	242.40	N 45°12'33" W	44°31'57"
C20	24.00	37.56	34.13	N 08°06'13" E	86°04'56"
C21	270.00	149.52	147.62	N 67°00'33" E	31°43'44"
C22	430.00	84.88	84.80	N 79°42'26" E	05°55'50"
C23	290.00	115.99	113.11	N 55°00'03" E	36°00'55"
C24	24.00	38.16	34.50	N 84°39'25" E	87°27'28"
C25	270.00	201.68	197.62	S 36°14'45" E	42°47'51"
C26	270.00	350.20	326.16	N 14°29'15" W	74°18'51"
C27	330.00	421.97	398.60	S 14°28'58" E	74°19'18"
C28	24.00	31.68	27.00	N 50°46'29" E	49°40'49"
C29	60.00	175.63	119.79	N 84°39'25" E	186°47'03"
C30	24.00	21.68	21.00	N 16°05'11" E	49°40'47"
C31	220.00	138.28	136.01	N 58°56'03" E	36°00'45"
C32	24.00	39.27	35.36	S 58°01'14" W	90°00'00"
C33	570.00	76.07	76.02	N 10°52'58" W	07°38'48"
C34	24.00	39.17	35.28	N 31°49'26" E	89°45'00"
C35	470.00	50.58	50.50	N 79°42'26" E	06°10'00"
C36	330.00	162.75	160.42	N 67°00'33" E	31°43'44"
C37	24.00	37.56	34.13	S 85°48'50" E	86°04'56"
C38	780.00	115.51	115.40	S 47°00'55" E	68°29'05"
C39	720.00	149.50	149.17	S 44°44'41" E	13°41'33"
C40	270.00	208.08	202.97	S 16°29'13" E	44°09'32"
C41	330.00	108.50	108.01	S 15°25'58" E	18°50'19"
C42	330.00	96.47	96.17	S 13°13'40" E	18°48'24"
C43	330.00	57.75	57.68	S 46°37'19" E	10°10'36"
C44	60.00	82.35	76.04	S 41°15'14" E	78°38'20"
C45	60.00	84.68	82.81	N 73°19'09" E	52°12'54"
C46	60.00	84.68	86.30	N 19°13'48" E	55°57'49"
C47	221.37	93.38	92.69	S 53°05'20" W	24°11'19"
C48	220.00	44.89	44.85	S 73°05'43" W	11°41'26"
C49	330.00	101.42	101.00	S 75°53'45" W	17°47'21"
C50	330.00	79.33	79.14	S 58°01'53" W	13°46'23"
C51	720.00	45.13	45.12	N 49°20'16" W	03°38'21"
C52	720.00	113.77	113.65	N 43°05'50" W	09°03'11"
C53	330.00	43.92	43.88	N 34°45'09" W	07°37'50"
C54	780.00	52.45	52.44	N 40°28'29" W	03°51'10"
C55	780.00	120.34	120.22	N 46°56'16" W	08°50'23"
C56	720.00	107.00	106.86	S 16°50'53" E	08°51'10"
C57	720.00	118.89	118.70	S 38°06'27" E	09°27'40"
C58	300.00	74.60	74.54	N 38°54'21" W	11°15'28"
C59	378.42	115.59	114.94	N 45°15'06" W	17°28'18"
C60	720.00	66.10	66.10	N 44°59'18" W	05°15'35"
C61	670.00	25.71	25.70	N 49°44'34" W	02°11'54"
C62	780.00	84.63	84.62	N 48°53'01" W	04°44'59"
C63	830.00	55.04	55.03	N 48°24'14" W	03°47'57"
C64	330.00	60.80	60.78	S 11°17'50" E	10°34'03"
C65	330.00	59.48	59.39	S 07°16'47" E	10°19'35"
C66	330.00	217.00	213.18	S 12°06'20" E	37°41'22"
C67	405.23	0.10	0.10	S 01°50'05" E	0°00'00"
C68	405.00	195.46	194.54	S 40°31'53" E	27°47'36"
C69	295.00	214.44	209.85	S 56°57'50" E	41°40'09"
C70	295.00	17.06	17.05	S 79°27'11" E	3°18'46"

LINE	BEARING	DISTANCE
L1	S 67°12'52" E	16.55
L2	S 13°12'29" E	58.79
L3	S 17°30'05" E	158.60
L4	N 27°16'10" W	11.73
L5	S 37°24'01" E	37.63
L6	S 00°34'45" W	42.87
L7	S 81°37'40" W	9.14
L8	S 41°06'33" W	52.16
L9	S 79°22'53" W	7.27
L10	N 47°41'36" W	42.73
L11	N 34°19'23" W	11.61
L12	N 14°22'08" W	39.87
L13	N 33°44'16" E	43.00
L14	S 20°45'10" E	17.56
L15	N 34°58'49" W	53.91
L16	S 58°53'04" E	34.67
L17	S 78°23'38" E	21.19
L18	S 50°17'04" E	59.41
L19	S 65°00'28" E	59.31
L20	N 40°33'00" W	20.42
L21	N 00°02'54" E	4.72
L22	S 74°12'40" E	54.07
L23	S 82°48'58" W	76.36
L24	N 50°38'40" W	12.10
L25	S 70°41'48" E	48.00
L26	S 22°30'28" W	21.61
L27	N 22°39'28" E	21.61
L28	S 81°05'56" E	52.76
L29	S 28°21'19" E	16.35
L30	N 28°21'19" W	16.37
L31	N 81°05'56" W	52.76
L32	S 40°58'41" W	30.47
L33	N 40°55'41" E	18.29
L34	N 41°08'41" E	24.95
L35	S 41°08'41" W	24.95
L36	S 13°52'43" W	44.10
L37	S 46°58'00" W	121.25
L38	S 45°18'46" W	115.34
L39	S 07°24'19" W	156.52
L40	S 44°58'59" W	273.66
L41	S 78°06'49" E	21.00
L42	N 41°13'27" W	40.71
L43	S 45°20'58" E	33.81
L44	S 45°20'58" E	25.00
L45	S 47°31'27" W	172.33
L46	S 01°42'14" E	26.12
L47	S 43°29'25" W	50.00
L48	S 40°23'06" W	254.06
L49	S 51°13'36" W	201.65
L50	S 85°32'52" W	133.22
L51	N 61°01'48" W	113.88
L52	S 82°45'46" W	88.98
L53	N 45°08'03" E	171.20
L54	S 68°56'01" W	141.69
L55	S 81°39'18" W	184.41
L56	N 73°17'10" E	159.88
L57	S 69°48'32" E	136.01
L58	S 81°07'14" E	55.05
L59	S 81°07'14" E	50.64
L60	S 44°52'27" W	196.10
L61	N 27°36'10" W	16.93
L62	N 58°01'04" E	28.00
L63	S 02°18'39" W	25.71
L64	S 53°17'21" E	50.71
L65	N 46°43'23" E	10.01
L66	S 53°16'31" E	16.82
L67	S 72°11'22" E	40.39
L68	S 81°06'40" E	3.84
L69	S 41°13'36" W	33.17

COPY

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between **Lennar Homes of Texas Land and Construction, Ltd.**, (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 "**Sola Vista Section 3**" (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: Lennar Homes of Texas Land and Construction, Ltd.  
Attn: Ryan Mattox  
12301 Research Blvd. Bldg. 4 Suite 450  
Austin, Texas 78759

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

Copy to: Travis County Attorney's Office

P.O. Box 1748  
Austin, Texas 78767

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:  
**LENNAR HOMES OF TEXAS LAND  
AND CONSTRUCTION, LTD.,**  
a Texas limited partnership

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

Date:

By: Lennar Texas Holding Company,  
a Texas corporation, General Partner

By: \_\_\_\_\_  
Fred Wyborski, Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS )

COUNTY OF TRAVIS )

THIS INSTRUMENT was acknowledged before me on this 19 day of July, 2013, by Fred Wyborski, in the capacity of Vice President of LENNAR TEXAS HOLDING COMPANY, a Texas corporation.

Laurie Stephenson  
NOTARY PUBLIC, STATE OF TEXAS

Laurie Stephenson  
PRINTED/TYPED NAME OF NOTARY



MY COMMISSION EXPIRES: September 23 2015

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

35.842 ACRES  
AB&M SURVEY NO. 37  
WC ROUNDTREE SURVEY NO. 68  
GW SCOTT SURVEY NO. 50

Exhibit " A "

Page 1 of 7

**DESCRIPTION OF A 35.842 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN JUNE 2013, LOCATED IN THE A.B. & M. SURVEY NUMBER 37, ABSTRACT 43, AND THE W.C. ROUNDTREE SURVEY NUMBER 68, ABSTRACT 2680, AND THE G.W. SCOTT SURVEY NUMBER 50, ABSTRACT NUMBER 2569, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 62.122 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012201931 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 35.842 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod with "DELTA SURVEY" cap found in the north right-of-way (ROW) line of Cypress Ranch Boulevard (ROW varies), same being the southeast corner of Lot 121, Block 3, West Cypress Hills, Phase One, Section One, a subdivision of record in Document Number 200400094 of the Official Public Records, Travis County, Texas, also being the southwest corner of a called 3.070 acre tract described in Document Number 2011026827, of the Official Public Records, Travis County, same being the south west corner of said 62.122 acre tract, for the **POINT OF BEGINNING**;

**THENCE** with the east line of said Lot 121, same being the west line of said 62.122 acre tract the following six (6) courses and distances:

1. N21°19'35"W a distance of 169.11 feet to a ½ inch iron rod with "DELTA SURVEY" cap found,
2. N00°03'10"W a distance of 57.52 feet to a ½ inch iron rod with "DELTA SURVEY" cap found,
3. N13°48'06"W a distance of 89.51 feet to an iron rod with "MCANGUS" cap found,
4. N33°17'00"W a distance of 345.15 feet to an iron rod with "MCANGUS" cap found,
5. N66°40'40"W a distance of 130.48 feet to a cotton spindle found, and
6. N56°32'15"W a distance of 138.93 feet to a ½ inch iron rod with "DELTA SURVEY" cap found for the southeast corner of a 3.839 acre tract described in Document Number 2006005368 of the Official Public Records, Travis, County, Texas;

**THENCE** with the east line of said 3.839 acre tract, same being west line of said 62.122 acre tract the following two (2) courses and distances:

1. N30°46'06"W a distance of 244.99 feet to an iron rod with "MCANGUS" cap found, and
2. N38°32'16"W a distance of 81.16 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;

**THENCE** leaving said common line, crossing said 62.122 acre tract, the following ten (10) courses and distances:

35.842 ACRES

Page 2 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

1. N69°37'51"E a distance of 287.24 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
2. with the arc of a curve to the right a distance of 217.08 feet, through a central angle of 37°41'22", having a radius of 330.00 feet, and whose chord bears N12°06'20"W, a distance of 213.18 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set,
3. S78°06'49"E a distance of 399.16 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
4. N50°51'16"E a distance of 114.81 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
5. S45°20'58"E a distance of 303.12 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
6. S04°23'38"E a distance of 60.23 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
7. N71°01'36"E a distance of 262.18 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
8. N69°17'38"E a distance of 60.00 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
9. with the arc of a curve to the right a distance of 84.08 feet, through a central angle of 07°38'48", having a radius of 630.00 feet, and whose chord bears S 16°52'58"E, a distance of 84.02 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set, and
10. N57°26'23"E a distance of 276.49 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set in an east line of said 62.122 acre tract, same being in the west line of a called 273.8886 acre tract described in Volume 12969, Page 1743 of the Real Property Records, Travis, County, Texas;

**THENCE** with said common line, S29°21'38"E a distance of 89.99 feet to a ½ inch iron rod found for the south west corner of 273.8886 tract, same being a north ell corner of said 62.122 acre tract;

**THENCE** with the south line of said 273.886 tract, same being a north line of said 62.122 acre tract, N42°12'13"E a distance of 559.08 feet to an iron rod with "MCANGUS" cap found for the northwest corner of Lot 1, Cypress Ranch Commercial, a subdivision of record in Document Number 200300347 of the Official Public Records, Travis County, Texas;

**THENCE** with the west line of said Lot 1, same being an east line of said 62.122 acre tract, S56°54'05"E a distance of 656.23 feet to an iron rod with "MCANGUS" cap found for the southwest corner of said Lot 1, same being the northwest corner of Lot 2 of said Cypress Ranch Commercial subdivision;

**THENCE** with the west line of said Lot 2, same being east lines of said 62.122 acre tract the following two (2) courses and distances;

1. S22°27'57"E a distance of 261.70 feet to an iron rod with "MCANGUS" cap found, and

35.842 ACRES

Page 3 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

2. S01°26'25"E a distance of 141.94 feet to an iron rod with "MCANGUS" cap found, same being the north east corner of a called 2.048 acre tract described in Document Number 2011026827, of the Official Public Records, Travis County, Texas;

**THENCE** with the common line of said 62.122 acre tract and said 2.048 acre tract, the following six (6) courses and distances:

1. N81°07'14"W a distance of 269.55 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. with the arc of a curve to the right a distance of 165.13 feet, through a central angle of 28°40'16", having a radius of 330.00 feet, and whose chord bears S08°19'20"W, a distance of 163.42 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. S22°39'28"W a distance of 21.61 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
4. with the arc of a curve to the left a distance of 60.94 feet, through a central angle of 9°26'11", having a radius of 370.00 feet, and whose chord bears S17°56'22"W, a distance of 60.87 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. S13°13'17"W a distance of 104.11 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
6. with the arc of a curve to the left a distance of 37.37 feet, through a central angle of 85°39'04", having a radius of 25.00 feet, and whose chord bears S29°36'15"E, a distance of 33.99 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found in the north ROW line of said Cypress Ranch Boulevard, same being the southwest corner of said 2.048 acre tract, and also being a south corner of said 62.122 acre tract;

**THENCE** with the north ROW line of said Cypress Ranch Boulevard, same being a south line of said 62.122 acre tract, with the arc of a curve to the left a distance of 106.31 feet, through a central angle of 8°42'05", having a radius of 700.00 feet, and whose chord bears N76°46'50"W, a distance of 106.21 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found for the southeast corner of a called 4.607 acre tract of land described in Document Number 2011026827, of the Official Public Records, Travis County, Texas, same being a south corner of said 62.122 acre tract;

**THENCE** leaving said north ROW line of said Cypress Ranch Boulevard, with the south lines of said 62.122 acre tract, same being lines of said 4.607 acre tract, Sola Vista Section One, a subdivision of record in Document Number 201100010, Official Public Records, Travis County, Texas, and a called 2.094 acre tract described in Document Number 2011026827 the following nineteen (19) courses and distances:

1. with the arc of a curve to the left a distance of 37.37 feet, through a central angle of 85°38'51", having a radius of 25.00 feet, and whose chord bears N56°02'42"E, a distance of 33.99 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. N13°13'17"E a distance of 104.11 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,

35.842 ACRES

Page 4 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

3. with the arc of a curve to the right a distance of 70.82 feet, through a central angle of  $9^{\circ}26'11''$ , having a radius of 430.00 feet, and whose chord bears  $N17^{\circ}56'22''E$ , a distance of 70.74 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
4.  $N22^{\circ}39'28''E$  a distance of 21.61 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. with the arc of a curve to the left a distance of 148.46 feet, through a central angle of  $31^{\circ}30'18''$ , having a radius of 270.00 feet, and whose chord bears  $N06^{\circ}54'19''E$ , a distance of 146.60 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
6.  $S84^{\circ}48'34''W$  a distance of 269.06 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
7.  $S69^{\circ}32'32''W$  a distance of 103.75 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
8.  $S77^{\circ}47'03''W$  a distance of 238.70 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
9.  $S46^{\circ}04'04''W$  a distance of 152.09 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found for the northeast corner said Solo Vista Section One, same being the northwest corner of said 4.607 acre tract,
10.  $S46^{\circ}04'04''W$  a distance of 12.48 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
11.  $S62^{\circ}45'46''W$  a distance of 96.21 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
12.  $N61^{\circ}01'48''W$  a distance of 109.63 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
13.  $S85^{\circ}32'52''W$  a distance of 100.10 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
14.  $S51^{\circ}13'30''W$  a distance of 277.65 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
15. with the arc of a curve to the left a distance of 18.50 feet, through a central angle of  $3^{\circ}18'47''$ , having a radius of 320.00 feet, and whose chord bears  $S79^{\circ}26'33''E$ , a distance 18.50 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
16.  $S81^{\circ}05'56''E$  a distance of 52.76 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
17. with the arc of a curve to the right a distance of 303.78 feet, through a central angle of  $52^{\circ}44'37''$ , having a radius of 330.00 feet, and whose chord bears  $S54^{\circ}43'38''E$ , a distance of 293.17 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
18.  $S28^{\circ}21'19''E$  a distance of 16.35 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
19. with the arc of a curve to the left a distance of 39.27 feet, through a central angle of  $90^{\circ}00'27''$ , having a radius of 25.00 feet, and whose chord bears  $S73^{\circ}21'32''E$ , a distance of 35.36 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found in the north ROW line of said Cypress Ranch Boulevard, same being the southwest corner of said 2.094 acre, and also being a south corner of said 62.122 acre tract;

**THENCE** with said north ROW line, same being the south line of said 62.122 acre tract  $S61^{\circ}38'14''W$  a distance of 110.00 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found

35.842 ACRES

Page 5 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

for the southeast corner of said 3.070 acre tract, same being a south corner of said 62.122 acre tract;

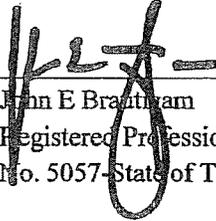
**THENCE** leaving the north ROW line of said Cypress Ranch Boulevard, with the common line of said 62.122 acre tract and said 3.070 acre tract, the following six (6) courses and distances:

1. with the arc of a curve to the left a distance of 39.27 feet, through a central angle of  $89^{\circ}59'33''$ , having a radius of 25.00 feet, and whose chord bears  $N16^{\circ}38'28''E$ , a distance of 35.35 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2.  $N28^{\circ}21'19''W$  a distance of 16.37 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. with the arc of a curve to the left a distance of 248.55 feet, through a central angle of  $52^{\circ}44'37''$ , having a radius of 270.00 feet, and whose chord bears  $N54^{\circ}43'38''W$ , a distance of 239.87 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found;
4.  $N81^{\circ}05'56''W$  a distance of 52.76 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. with the arc of a curve to the right a distance of 127.22 feet, through a central angle of  $19^{\circ}10'54''$ , having a radius of 380.00 feet, and whose chord bears  $N71^{\circ}30'29''W$ , a distance of 126.63 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
6.  $S28^{\circ}05'04''W$  a distance of 470.42 feet to the **POINT OF BEGINNING** and containing 35.842 acres of land more or less.

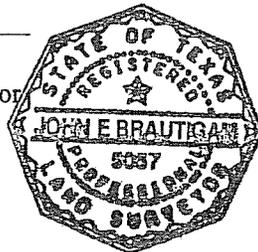
**BEARING BASIS:** Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam, hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during June 2013 and is true and correct to the best of my knowledge and belief.

Date: 06-04-13

  
\_\_\_\_\_  
John E Brautigam

Registered Professional Land Surveyor  
No. 5057-State of Texas



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



LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	N21°19'35"W	169.11'
L2	N00°03'10"W	57.52'
L3	N13°48'06"W	89.51'
L4	N33°17'00"W	345.15'
L5	N66°40'40"W	130.48'
L6	N56°32'15"W	138.93'
L7	N30°46'06"W	244.99'
L8	N38°32'16"W	81.16'
L9	N69°37'51"E	287.24'
L10	S78°06'49"E	399.16'
L11	N50°51'16"E	114.81'
L12	S45°20'38"E	303.12'
L13	S04°23'38"E	60.23'
L14	N71°01'36"E	262.18'
L15	N69°17'38"E	60.00'
L16	N57°26'23"E	276.49'
L17	S29°21'38"E	89.99'
L18	N42°12'13"E	559.08'
L19	S56°54'05"E	656.23'
L20	S22°27'37"E	261.70'
L21	S01°26'25"E	141.94'
L22	N81°07'14"W	269.55'
L23	S22°39'28"W	21.61'
L24	S13°13'17"W	104.11'
L25	N13°13'17"E	104.11'
L26	N22°39'28"E	21.61'
L27	S84°48'34"W	269.06'
L28	S69°32'32"W	103.75'
L29	S77°47'03"W	238.70'
L30	S46°04'04"W	152.09'
L31	S46°04'04"W	12.48'
L32	S62°45'46"W	96.21'
L33	N61°01'48"W	109.63'
L34	S85°32'52"W	100.10'
L35	S51°13'30"W	277.65'
L36	S81°05'56"E	52.76'
L37	S28°21'19"E	16.35'
L38	S61°38'14"W	110.00'
L39	N28°21'19"W	16.37'
L40	N81°05'56"W	52.76'
L41	S28°05'04"W	470.42'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	330.00'	217.08'	213.18'	N12°06'20"W	37°41'22"
C2	630.00'	84.08'	84.02'	S16°52'58"E	7°38'48"
C3	330.00'	165.13'	163.42'	S08°19'20"W	28°40'16"
C4	370.00'	60.94'	60.87'	S17°56'22"W	9°26'11"
C5	25.00'	37.37'	33.99'	S29°36'15"E	85°39'04"
C6	700.00'	106.31'	106.21'	N76°46'50"W	8°42'05"
C7	25.00'	37.37'	33.99'	N56°02'42"E	85°38'51"
C8	430.00'	70.82'	70.74'	N17°56'22"E	9°26'11"
C9	270.00'	148.46'	146.60'	N06°54'19"E	31°30'18"
C10	320.00'	18.50'	18.50'	S79°26'33"E	3°18'47"
C11	330.00'	303.78'	293.17'	S54°43'38"E	52°44'37"
C12	25.00'	39.27'	35.36'	S73°21'32"E	90°00'27"
C13	25.00'	39.27'	35.35'	N16°38'28"E	89°59'33"
C14	270.00'	248.55'	239.87'	N54°43'38"W	52°44'37"
C15	380.00'	127.22'	126.63'	N71°30'29"W	19°10'54"

**Delta Survey Group Inc.**

8213 Brodie Lane Ste. 102 Austin, TX. 78745  
 office: (512) 282-5700 fax: (512) 282-5230  
 WWW.DELTASURVEYGROUP.COM

QUAD SHINGLE HILLS  
 PROJECT CYPRESS HILLS  
 DWG. 35842 AC ROUNDHAY

© 2011 The Survey Group, Inc.