



Travis County Commissioners Court Agenda Request

Meeting Date: August 27, 2013

Prepared By: Sarah Sumner **Phone #:** (512) 854-7687

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

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) Approval of a final plat for recording Vistancia Section One (Final plat: 22 residential lots, one commercial lot, one open space lot and 2,408 linear feet of public streets on 32.772 acres on Hamilton Pool Road); and
- B) Approval of a Travis County Construction Agreement in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Vistancia Section One is the first final plat out of the Skywest Ranch Preliminary Plan approved in January, 2011, and consists of 22 residential lots, one commercial lot, one open space lot and 2,408 linear feet of public streets on 32.772 acres on Hamilton Pool Road. Parkland fees of \$2,865 have been paid and fiscal of \$49,021 has been posted. Water is provided by the Deer Creek Water Company and waste water service will be provided by on site septic systems permitted by Travis County. This property is in Travis County and in no city's ETJ. The construction agreement is the standard form.

STAFF RECOMMENDATIONS:

As this final plat meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

EXHIBITS/ATTACHMENTS:

Location Map, Proposed Plat, Precinct Map, Construction Agreement

REQUIRED AUTHORIZATIONS:

Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	TNR	(512) 854-7561

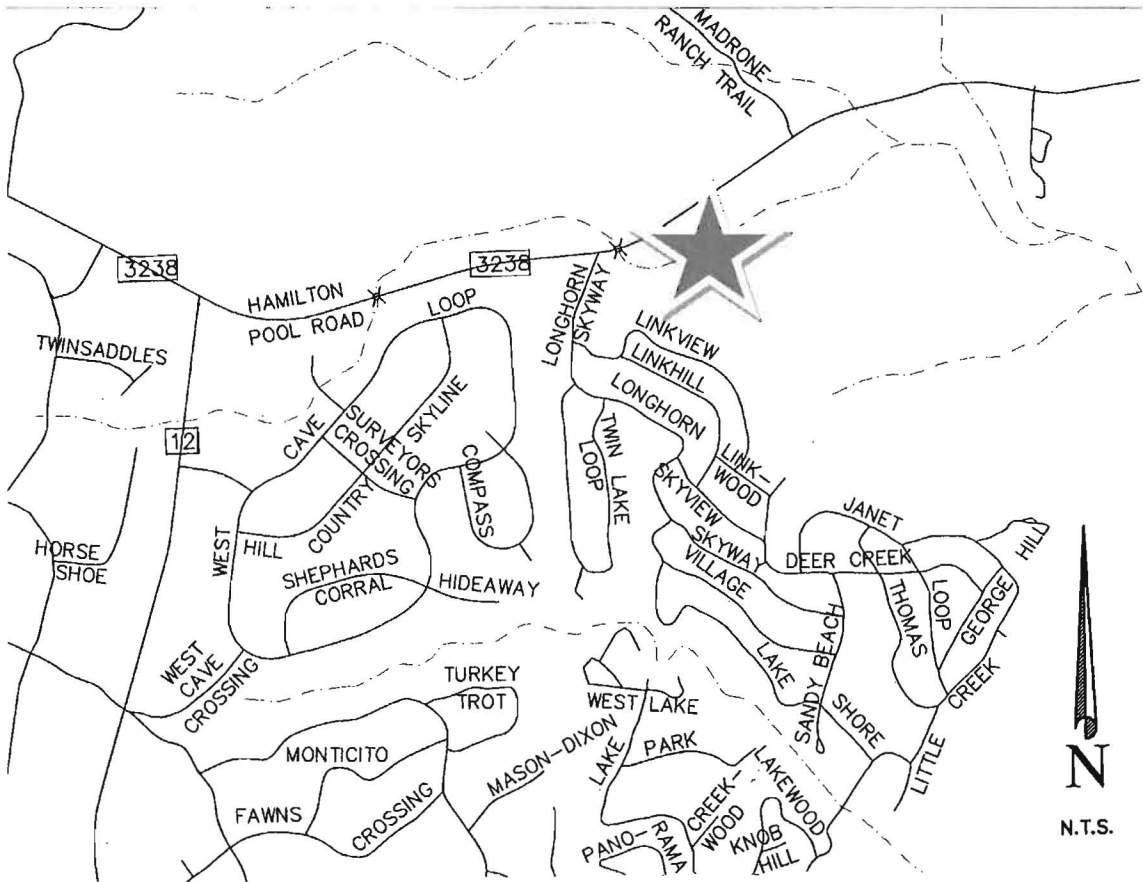
CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

CD:AB:ss

1101 - Development Services Long Range Planning- Vistancia Section One

Vistancia Section One Location Map



Vistancia Precinct Map

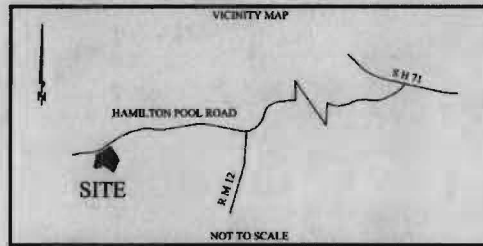
TRAVIS
COUNTY
TX ★ GOV

Travis County Commissioner Precincts

Precinct Location by Address



VISTANCLIA SECTION ONE



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 SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT, OWNER OF 32.772 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 32.772 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, 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 20 DAY OF NOVEMBER, 2012, A.D.

BY: [Signature]
JOHN CORK
8655 SOUTH PRIEST DRIVE
TEMPE, ARIZONA 85284

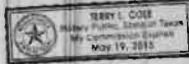
11/20/12
DATE

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CORK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 05/19 2015, A.D.



IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

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

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

OWNERS IN THE SUBDIVISION ARE SUBJECT TO THE HOME OWNERS AGREEMENT IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

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.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C03951I, DATED SEPTEMBER 26, 2008.

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.

[Signature] 11-16-12
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:

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

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 ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

11/16/12
DATE



[Signature]
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6007 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

Delta Survey Group Inc.

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

VISTANCIA SECTION ONE

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OF
4

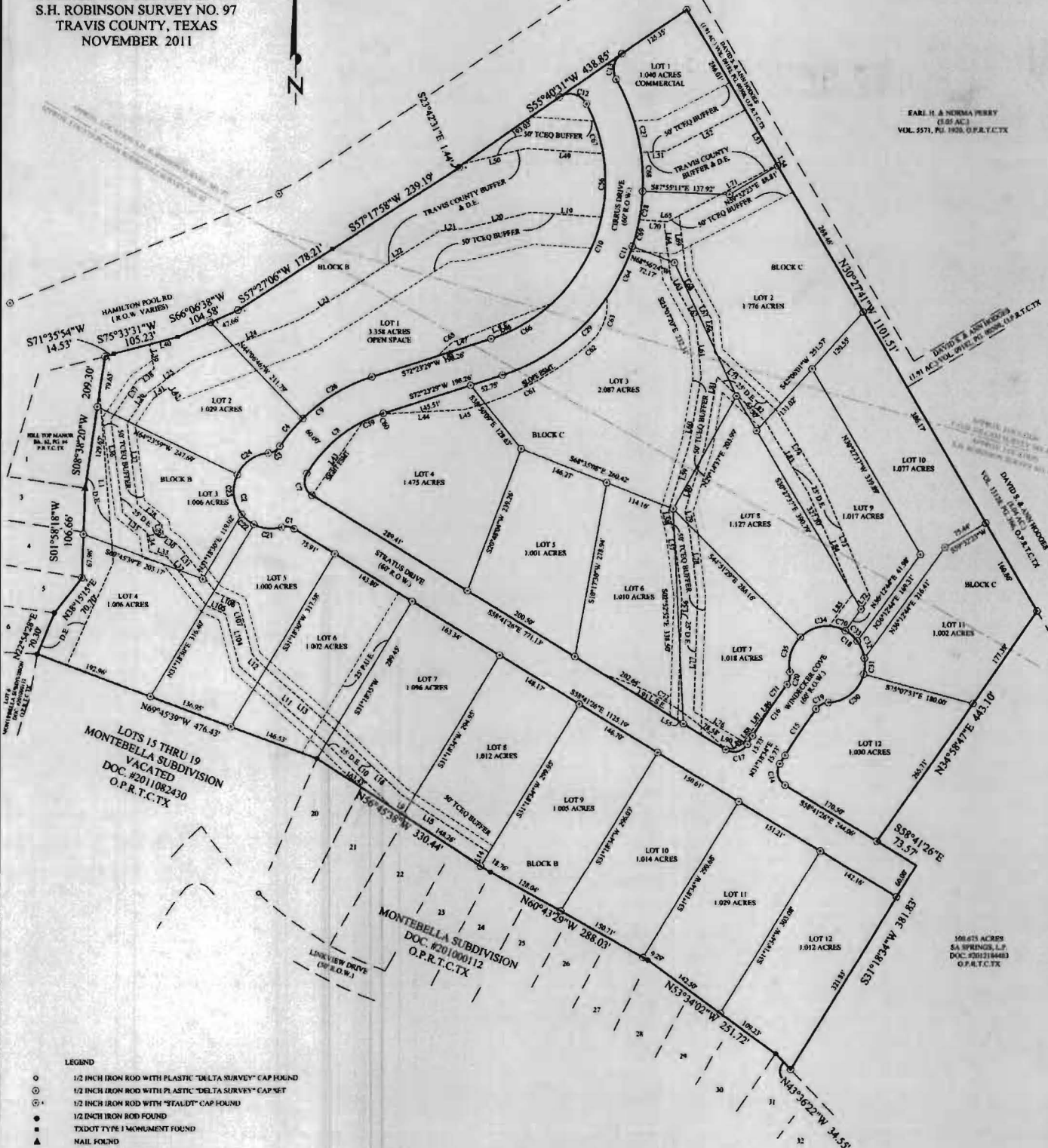


1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
 C.O.D. GILLAM SURVEY NO. 424
 S.H. ROBINSON SURVEY NO. 97
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2011



EARL H & NORMA PERRY
 (S.S. AC.)
 VOL. 5571, PG. 1903, O.P.R.T.C.TX



- LEGEND**
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊕ 1/2 INCH IRON ROD WITH "STALDI" CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - TxDOT TYPE I MONUMENT FOUND
 - ▲ NAIL FOUND
 - CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS

SEE SHEET 3 FOR LINE AND CURVE TABLES

Delta Survey Group Inc.
 8213 Brodic Lane Ste. 102 Austin, TX. 78745
 office: (512) 282-5200 fax: (512) 282-5230

VISTANCIA SECTION ONE

SHEET
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 OF
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EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Angelisle, LLC, (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 "Vistancia, Section One" (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: Angelisle, LLC
13200 Bee Cave Parkway
Bee Cave, TX, 78738

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

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

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

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

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

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

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


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

TRAVIS COUNTY, TEXAS

SUBDIVIDER: *ANGELISLE, LLC.*

County Judge

Date:

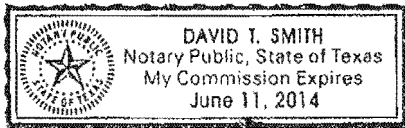

By: _____
Name: *WILLIAM J. MADDEX*
Title: *SOLE MEMBER*
Authorized Representative
Date: *8-22-11*

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22nd day of August, 2011, by
WILLIAM J. MADDOX, in the capacity stated herein.



[Handwritten Signature]
Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

DESCRIPTION OF A 32.772 ACRE TRACT LOCATED IN THE JUAN RODRIGUEZ SURVEY NO. 42 AND THE S.H. ROBINSON SURVEY NO. 97, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 32.772 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "STAUDT" cap found in the south right-of-way (R.O.W) line of Hamilton Pool Road (variable width R.O.W), same being a northwest corner of said 100.675 acre tract, and also being the northeast corner of Lot 1, Hill Top Manor a subdivision of record in Book 62, Page 84 of the Plat Records, Travis County, Texas for the **POINT OF BEGINNING**;

THENCE with the south R.O.W line of said Hamilton Pool Road, same being a north line of said 100.675 acre tract the following seven (7) courses and distances:

1. N71°35'54"E, a distance of 14.53 feet to a concrete TXDOT Type I monument found,
2. N75°33'31"E, a distance of 105.23 feet to a concrete TXDOT Type I monument found,
3. N66°06'38"E, a distance of 104.58 feet to a 1/2 inch iron rod with "STAUDT" cap found,
4. N57°27'06"E, a distance of 178.29 feet to a concrete TXDOT Type I monument found,
5. N57°17'58"E, a distance of 239.19 feet to a 1/2 inch iron rod with "STAUDT" cap found,
6. N23°42'31"W, a distance of 1.44 feet to a concrete TXDOT Type I monument found, and
7. N55°40'31"E, a distance of 438.85 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found for a northeast corner of said 100.675 acre tract, same being a northwest corner of a called 1.91 acre tract conveyed to David S. and Ann Hodges in Volume 9182, Page 508, Deed Records, Travis County, Texas;

THENCE leaving the south R.O.W line of said Hamilton Pool Road and with an east line of said 100.675 acre tract, same being a west line of said 1.91 acre tract and a west line of a called 8.04 acre tract conveyed to David S. and Ann Hodges in Volume 13128, Page 366, Real Property Records, Travis County, Texas, S30°27'41"E, a distance of 1101.51 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found;

THENCE leaving said common line and crossing said 100.675 acre tract the following three (3) courses and distances:

1. S34°58'47"W, a distance of 443.10 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,

2. S58°41'26"E, a distance of 73.57 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found, and
3. S31°18'34"W, a distance of 381.83 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found in a south line of said 100.675 acre tract, same being a north line of Montebella Subdivision;

THENCE with said common line the following five (5) courses and distances:

1. N43°36'22"W, a distance of 34.55 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. N53°34'02"W, a distance of 251.72 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. N60°43'29"W, a distance of 288.03 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
4. N56°45'38"W, a distance of 330.44 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found, and
5. N69°45'39"W, a distance of 476.43 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found for a west corner of said 100.675 acre tract, same being a northwest corner of said Montebella Subdivision, same being the northeast corner of Lot 6 of said Montebella Subdivision and also being the southeast corner of Lot 6 of said Hill Top Manor;

THENCE with an east line of said Hill Top Manor, same being a west line of said 100.675 acre tract the following four (4) courses and distances:

1. N22°54'28"E, a distance of 70.30 feet to a 1/2 inch iron rod found,
2. N38°15'15"E, a distance of 70.70 feet to a 1/2 inch iron rod with "STAUDT" cap found,
3. N01°58'25"E, a distance of 141.45 feet to a nail found, and

32.772 Acres
Vistancia Sec. 1

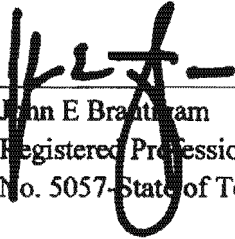
3 of 3

4. N08°38'20"E, a distance of 209.30 feet to the **POINT OF BEGINNING** and containing 32.772 acres of land, more or less.

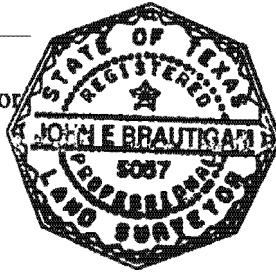
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E. Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2011, and updated in August of 2012 and is true and correct to the best of my knowledge and belief.

Date: 11-7-12



John E Brautigam
Registered Professional Land Surveyor
No. 5057 - State of Texas



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