



Travis County Commissioners Court Agenda Request

Meeting Date: October 15, 2013

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

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

Carol B. Engle
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 in Precinct Three:

- A) Approval of a final plat Estancia Hill Country Phase I (one drainage lot and Right-of-Way - 38.998 acres - Old San Antonio Road); and
- B) Approval of a Travis County Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

This is the first final plat out of the Estancia Hill Country approved preliminary plan and consists of Estancia Parkway and Camino Vaquero Parkway Right-of-Way (4,969 linear feet) and a drainage/parkland/water quality easement lot. The plat was approved with Zoning and Platting Commission of the City of Austin on May 21, 2013. Alternative Fiscal was approved at Commissioners Court on July 23, 2013. This project was also approved as a Public Improvement District on June 6, 2013. The City of Austin is allowing the applicant to create bonds for financing. Those bonds are being used as the balance of the fiscal as approved by Commissioners Court October 1, 2013 in a substitute Fiscal Agreement allowing the plat to now be approved and recorded.

The Construction Agreement is the Travis County standard document.

STAFF RECOMMENDATIONS:

This application meets Travis County standards and has been approved by the Zoning and Platting Commission of the City of Austin on May 21, 2013. TNR staff recommends this plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries about this plat.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

EXHIBITS/ATTACHMENTS:

Location Map
Proposed Plat
Construction Agreement
Precinct Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division of Director of Development Services and Long Range Planning	TNR	(512) 854-7561

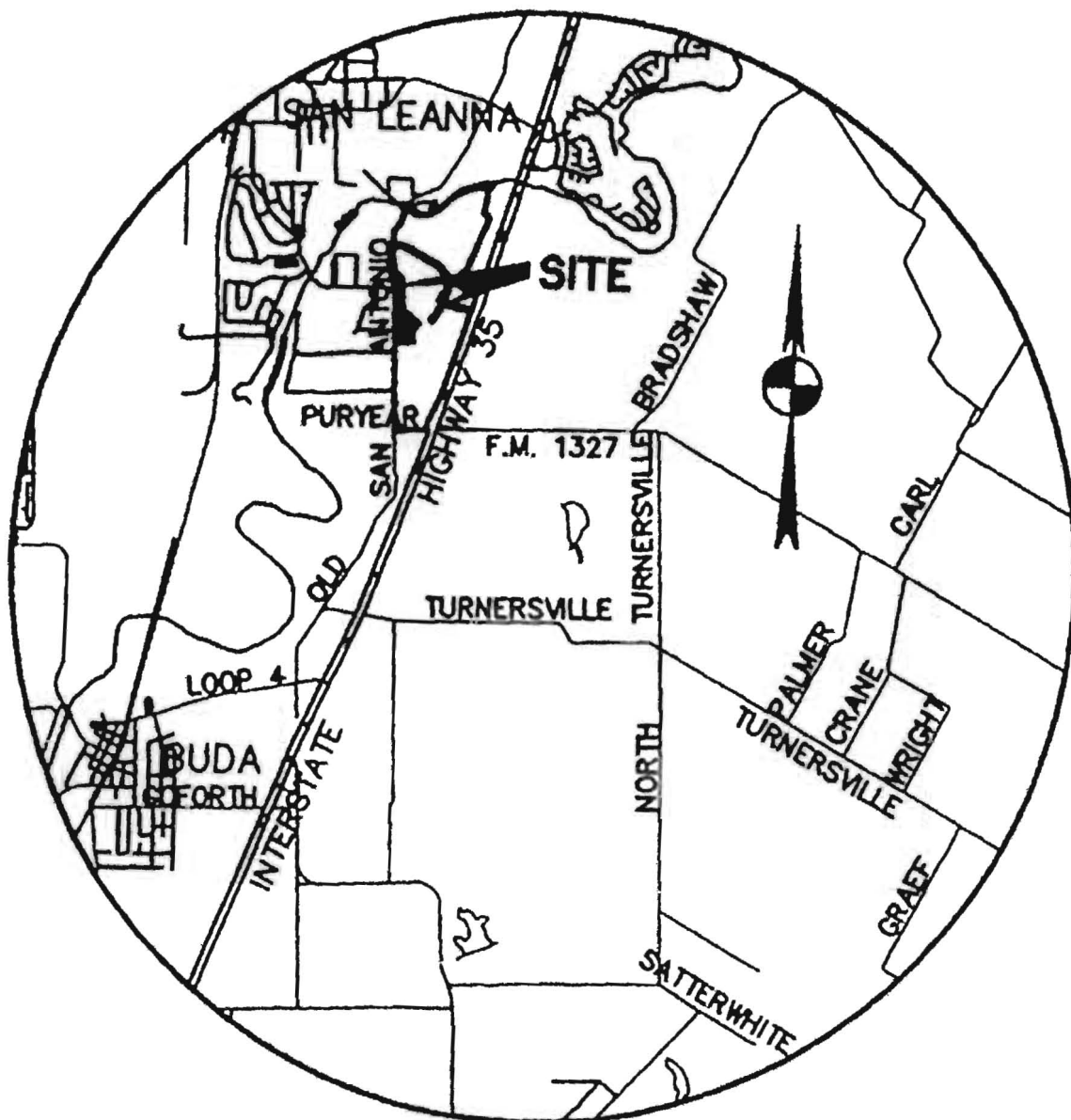
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Sarah Sumner	Planner	TNR	(512) 854-7687

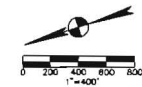
CD:AB:ss**1101 - Development Services Long Range Planning- Estancia Hill Country Phase 1**

Estancia Hill Country Phase 1

Location Map



VICINITY MAP
N.T.S.

[illegible]

LEGEND

- 1/2" SHOW ROD FOUND
 - 5/8" INCH ROD FOUND
 - IRON PIPE FOUND
 - 1/2" SHOW ROD SET
 - CROWN TO MEASUREMENT FOUND
- R.O.W. RIGHT-OF-WAY
- LF LINEAL FEET
- SEC. WALK
- DEF. CRITICAL ENVIRONMENTAL FEATURE

ESTANCIA HILL COUNTRY
SUBDIVISION, PHASE 1

A SUBDIVISION CONSISTING
OF 38.998 ACRES

DATE: FEBRUARY, 2012
PREPARED BY:

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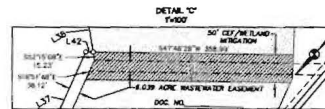
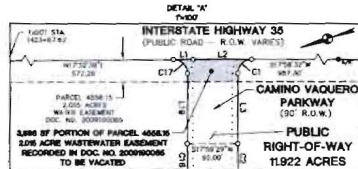
b Bury+Partners

NAME	WIDTH	LINEAL FOOTAGE
ESTANCA PASSWAY	60'	5835
(AMDO) VADERO PASSWAY	60'	1034
TOTAL		6869

121 West Ninth Street, Suite 600
Austin, Texas 78701
Tel. (512) 261-0911 Fax (512) 261-0912
TDS Registration Number 3-1034
Buyer's Service, Inc. © Copyright 1993

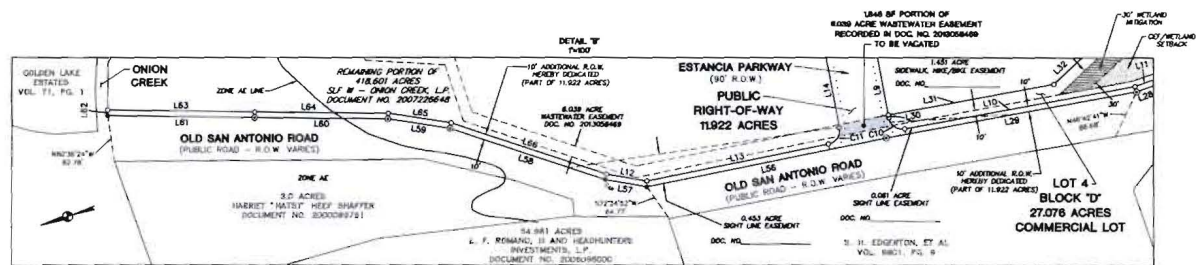
C8J-2009-0142.1A

ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1



LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD FOUND
- IRON PIPE FOUND
- 1/2" IRON ROD SET
- CONCRETE MONUMENT FOUND
- RIGHT-OF-WAY
- LINEAL TEXT
- SURVEY
- CRITICAL ENVIRONMENTAL FEATURE



ENGINEER'S CERTIFICATION & FLOOD PLAIN NOTE:

I, MARY G. POLAK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS LOCATED WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS DETERMINED BY THE FEDERAL SURVEILLANCE MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NUMBER 484532000W AND RECALCULATED, DATED SEPTEMBER 26, 2006 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

MARY G. POLAK
TEXAS REGISTRATION NO. 113209
BURY & PARTNERS, INC.
271 WEST SOUTH STREET, SUITE 400
AUSTIN, TEXAS 78701



SURVEYOR'S CERTIFICATION:

I, JOHN S. BLANDINO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND ALL NECESSARY MONUMENTS ARE IN PLACE PRIOR TO RECORDATION OF THIS SUBDIVISION PLAN.

JOHN S. BLANDINO, R.L.S.
TEXAS REGISTRATION NO. 408
BURY & PARTNERS, INC.
271 WEST SOUTH STREET, SUITE 400
AUSTIN, TEXAS 78701



LINE TABLE

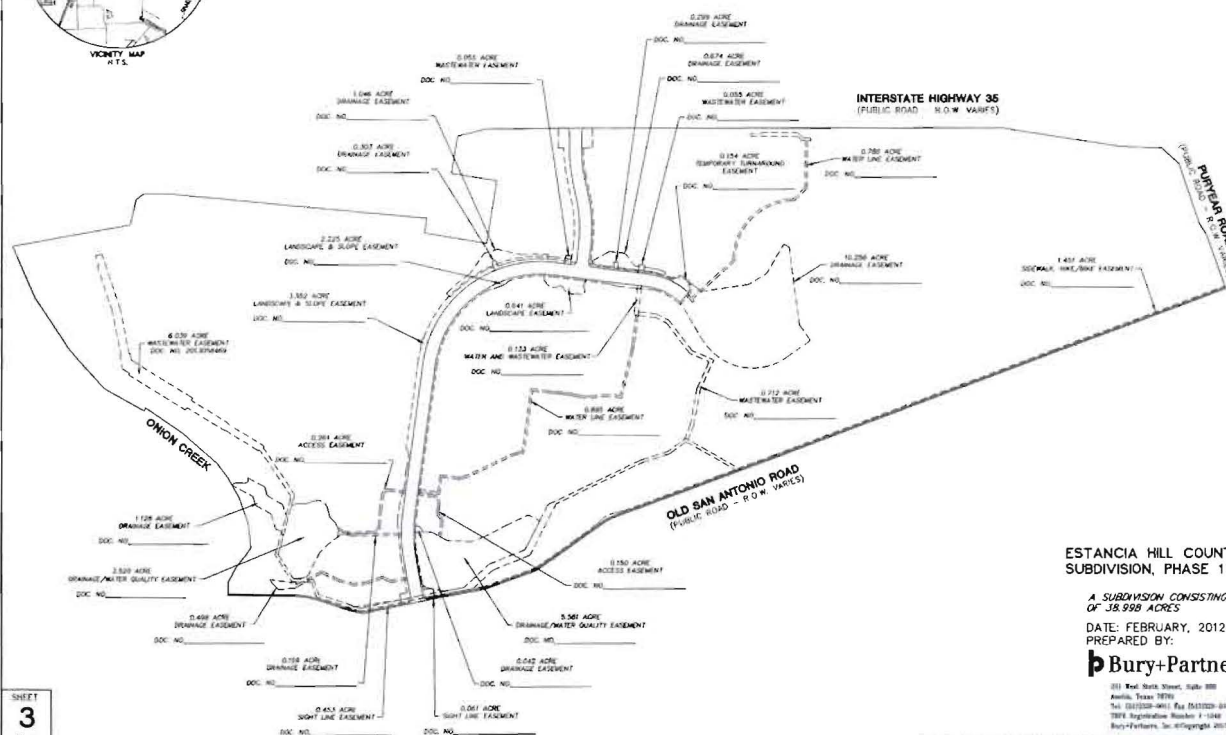
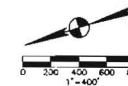
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VICINITY MAP



ESTANCIA HILL COUNTRY
SUBDIVISION, PHASE 1

A SUBDIVISION CONSISTING
OF 38.998 ACRES

DATE: FEBRUARY, 2012
PREPARED BY:

b Recovery of D

b Bury+Partners

[[1] Wood, Mark Street, Suite 800
Austin, Texas 78701
Tel: (512)328-0011 Fax: (512)328-0450
TRFV Registration Number: 1-1040
Buyer+Partners, Inc. ©Copyright 2013

C8J-2009-0142.1A

Estancia Hill Country Phase 1

Precinct Map

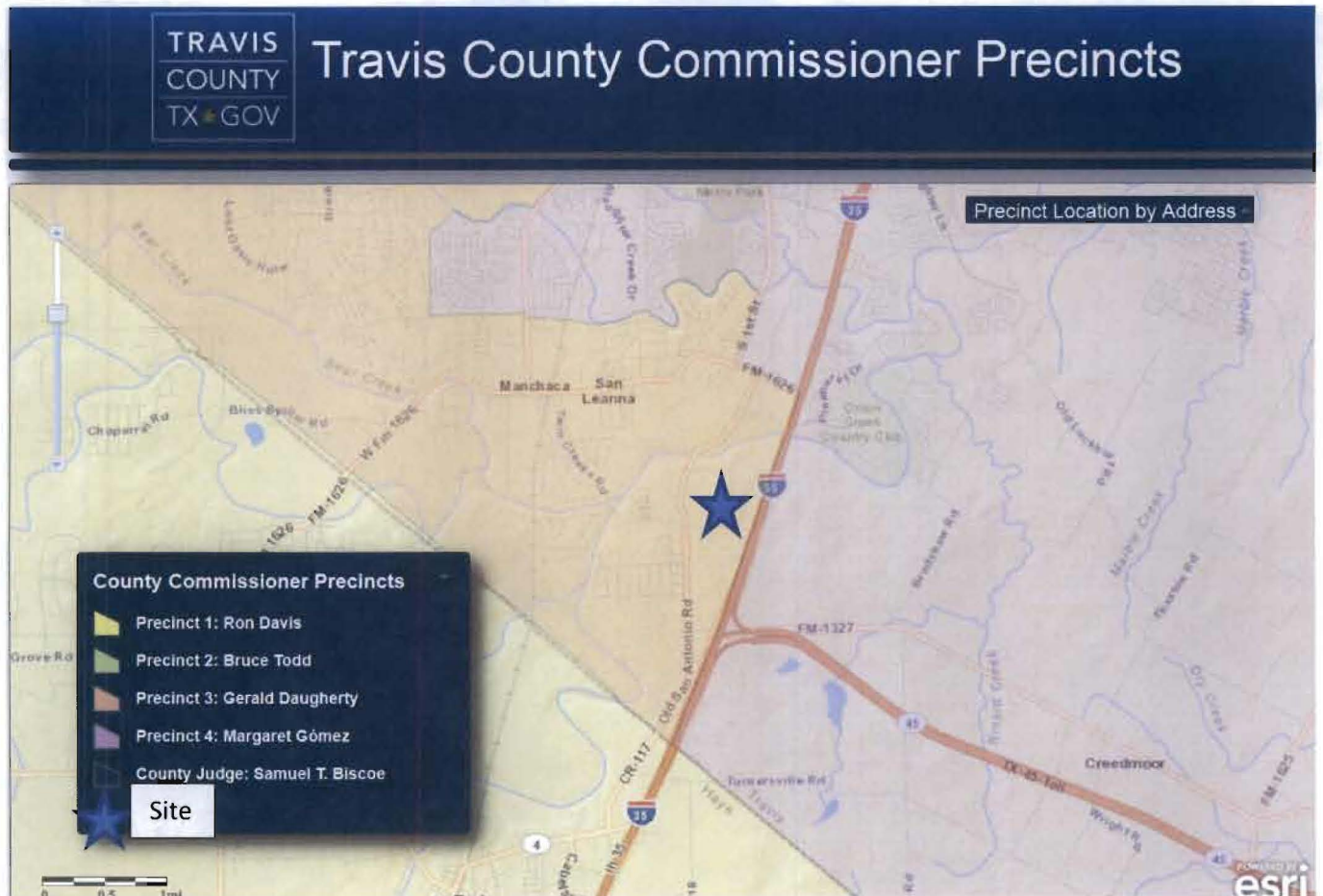


EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between SLF III - ONION CREEK, L.P. (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 "ESTANCIA HILL COUNTRY" (the "Subdivision"); and
PHASE I

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: SIF III - ONION CREEK, L.P.
5949 SHERIDAN LANE, SUITE 1750
DALLAS, TX 75225

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:

SLF III - ONION CREEK, L.P.
5949 SHERRY LAKE
SUITE 1750
DALLAS, TX 75225

Samuel T. Biscoe, County Judge

Date:

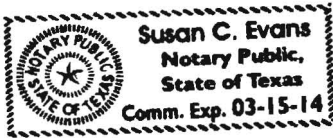
By: 
Name: OORE VEST
Title: S.V.P. ENTITLEMENTS
Authorized Representative
Date: 6/5/2013

ACKNOWLEDGEMENT

Travis County, Texas:
STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ DALLAS

This instrument was acknowledged before me on the 5th day of JUNE, by
ODEE VEST, in the capacity stated herein.




Signature of Notary

Subdivider:
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, by
_____, in the capacity stated herein.

Signature of Notary

After Approval Return to:
Transportation and Natural Resources
P.O. Box 1748
Attn: Sarah Sumner
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

38.998 ACRES
ESTANCIA HILL COUNTRY
SUBDIVISION, PHASE 1

FN NO. 13-107 (MLT)
FEBRUARY 27, 2013
BPI JOB NO. 103662-10008

DESCRIPTION

OF A 38.998 ACRE TRACT OF LAND OUT OF THE S.F. SLAUGHTER SURVEY NO. 1, THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P. BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 38.998 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an axle found at the intersection of the easterly right-of-way line of Old San Antonio Road (R.O.W. width varies) with the southerly bank of Onion Creek, being the northwesterly corner of said 418.601 acre remainder tract, for the northwesterly corner hereof;

THENCE, S71°45'35"E, leaving the easterly right-of-way line of Old San Antonio Road and along the southerly bank of Onion Creek, being the north line of said 418.601 acre remainder tract, for the northerly line hereof, a distance of 10.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for the northeasterly corner hereof, from which a calculated point for a northerly corner of said 418.601 acre remainder tract, being in the southerly bank of Onion Creek, bears S71°45'35"E, a distance of 84.44 feet;

THENCE, leaving the southerly bank of Onion Creek, over and across said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following nineteen (19) courses and distances:

- 1) S18°47'36"W, a distance of 269.21 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 2) S18°32'43"W, a distance of 240.28 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 3) S26°46'00"W, a distance of 113.56 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;

- 4) S36°04'41"W, a distance of 293.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 5) S27°40'41"W, a distance of 73.23 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 6) S06°29'38"W, a distance of 331.83 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 7) Along said curve, having a radius of 25.00 feet, a central angle of 89°09'40", an arc length of 38.90 feet, and a chord which bears S38°05'11"E, a distance of 35.10 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 8) S82°40'01"E, a distance of 274.89 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 9) Along said curve, having a radius of 1078.99 feet, a central angle of 18°26'40", an arc length of 347.34 feet, and a chord which bears S73°26'42"E, a distance of 345.85 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 10) S64°13'21"E, a distance of 1066.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 11) Along said curve, having a radius of 845.00 feet, a central angle of 89°14'41", an arc length of 1316.19 feet, and a chord which bears S19°36'01"E, a distance of 1187.11 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 12) S25°01'20"W, a distance of 138.16 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 13) Along said curve, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord which bears S19°58'40"E, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;

- 14) S64°58'40"E, a distance of 119.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 15) Along said curve, having a radius of 955.00 feet, a central angle of 19°04'54", an arc length of 318.05 feet, and a chord which bears S74°31'07"E, a distance of 316.58 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 16) S84°03'34"E, a distance of 150.71 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 17) Along said curve, having a radius of 1045.00 feet, a central angle of 12°03'03", an arc length of 219.79 feet, and a chord which bears S78°02'03"E, a distance of 219.39 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 18) S72°00'31"E, a distance of 125.33 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 19) Along said curve, having a radius of 25.00 feet, a central angle of 90°26'50", an arc length of 39.46 feet, and a chord which bears N62°46'05"E, a distance of 35.49 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve for an angle point hereof, being in the westerly right-of-way line of Interstate Highway 35 (R.O.W. width varies) and the easterly line of said 418.601 acre remainder tract, from which a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found for an angle point in the westerly right-of-way line of Interstate Highway 35 and the easterly line of said 418.601 acre remainder tract, bears N17°32'39"E, a distance of 572.26 feet;

THENCE, along the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following two (2) courses and distances:

- 1) S17°32'39"W, a distance of 35.41 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 2) S17°59'29"W, a distance of 104.78 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the

point of curvature of a non-tangent curve to the left, for an angle point hereof, from which a 5/8 inch iron rod found for a point for corner in the westerly right-of-way line of Interstate Highway 35 and the easterly line of said 418.601 acre remainder tract, bears $S17^{\circ}59'29''W$, a distance of 987.30 feet;

THENCE, leaving the westerly right-of-way line of Interstate Highway 35, over and across said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following thirty-one (31) courses and distances:

- 1) Along said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, and a chord which bears $N27^{\circ}00'31''W$, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 2) $N72^{\circ}00'31''W$, a distance of 125.61 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 3) Along said curve, having a radius of 955.00 feet, a central angle of $12^{\circ}03'03''$, an arc length of 200.86 feet, and a chord which bears $N78^{\circ}02'03''W$, a distance of 200.49 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 4) $N84^{\circ}03'34''W$, a distance of 150.71 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 5) Along said curve, having a radius of 1045.00 feet, a central angle of $19^{\circ}04'54''$, an arc length of 348.02 feet, and a chord which bears $N74^{\circ}31'07''W$, a distance of 346.42 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 6) $N64^{\circ}58'40''W$, a distance of 119.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 7) Along said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, and a chord which bears $S70^{\circ}01'20''W$, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;

- 8) S25°01'20"W, a distance of 407.50 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 9) Along said curve, having a radius of 515.00 feet, a central angle of 35°57'01", an arc length of 323.14 feet, and a chord which bears S42°59'50"W, a distance of 317.86 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve, for an angle point hereof;
- 10) N29°01'40"W, a distance of 90.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a non-tangent curve to the left, for an angle point hereof;
- 11) Along said curve, having a radius of 425.00 feet, a central angle of 35°57'01", an arc length of 266.67 feet, and a chord which bears N42°59'50"E, a distance of 262.31 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 12) N25°01'20"E, a distance of 685.66 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 13) Along said curve, having a radius of 755.00 feet, a central angle of 89°14'41", an arc length of 1176.00 feet, and a chord which bears N19°36'01"W, a distance of 1060.67 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 14) N64°13'21"W, a distance of 1066.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 15) Along said curve, having a radius of 988.99 feet, a central angle of 18°26'40", an arc length of 318.37 feet, and a chord which bears N73°26'42"W, a distance of 317.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 16) N82°40'01"W, a distance of 268.40 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 17) S07°29'09"W, a distance of 303.12 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;

- 18) S25°21'28"E, a distance of 241.06 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 19) S03°47'10"E, a distance of 280.45 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 20) S44°41'53"E, a distance of 359.07 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 21) S07°21'50"E, a distance of 743.34 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 22) S00°00'43"E, a distance of 203.35 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 23) S18°51'48"E, a distance of 170.26 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 24) S47°48'28"W, a distance of 12.65 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 25) S52°15'08"E, a distance of 95.97 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 26) S61°39'05"E, a distance of 259.78 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 27) S47°26'37"E, a distance of 335.13 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a non-tangent curve to the left, for an angle point hereof;
- 28) Along said curve, having a radius of 515.00 feet, a central angle of 75°01'38", an arc length of 674.38 feet, and a chord which bears S13°40'04"W, a distance of 627.22 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve, for an angle point hereof;

- 29) S86°30'04"W, a distance of 696.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 30) S02°38'02"E, a distance of 1636.03 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 31) S02°19'59"E, a distance of 1290.68 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set in the northerly right-of-way line of Puryear Road (R.O.W. width varies), being in the southerly line of said 418.601 acre remainder tract, for the southeasterly corner hereof, from which a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found for a point for corner in the northerly right-of-way line of Puryear Road and the southerly line of said 418.601 acre remainder tract, bears N87°43'31"E, a distance of 397.04 feet;

THENCE, S87°43'31"W, along the northerly right-of-way line of Puryear Road and the southerly line of said 418.601 acre remainder tract, for the southerly line hereof, a distance of 10.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found at the intersection of the northerly right-of-way line of Puryear Road with the easterly right-of-way line of Old San Antonio Road, for the southwesterly corner of said 418.601 acre remainder tract and the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Puryear Road and along the easterly right-of-way line of Old San Antonio Road, being the westerly line of said 418.601 acre remainder tract, for the westerly line hereof, the following twelve (12) courses and distances:


- 1) N02°19'59"W, a distance of 1290.64 feet to a 1/2 inch iron rod with aluminum cap stamped "HEEP RANCH" found for an angle point hereof;
- 2) N02°38'02"W, a distance of 2174.01 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;
- 3) N02°17'19"W, a distance of 1250.56 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;
- 4) N16°50'19"W, a distance of 632.78 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;

- 5) N02°00'07"W, a distance of 395.17 feet to an iron pipe found for an angle point hereof;
- 6) N07°29'09"E, a distance of 457.12 feet to an iron pipe found for an angle point hereof;
- 7) N06°29'38"E, a distance of 437.20 feet to a 1/2 inch iron rod found for an angle point hereof;
- 8) N27°40'41"E, a distance of 75.83 feet to a 1/2 inch iron rod with cap found for an angle point hereof;
- 9) N36°04'41"E, a distance of 293.61 feet to an iron pipe found for an angle point hereof;
- 10) N26°46'00"E, a distance of 112.02 feet to an iron pipe found for an angle point hereof;
- 11) N18°32'43"E, a distance of 239.58 feet to an iron pipe found for an angle point hereof;
- 12) N18°47'36"E, a distance of 269.14 feet to the **POINT OF BEGINNING** and containing an area of 38.998 acres (1,698,757 square feet) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS: THE TEXAS COORDINATE SYSTEM, NAD 83(93) CENTRAL ZONE, CONSTRAINING TO LCRA GPS CONTROL MONUMENTS: A520, A521, H061, E335 AND MARB.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY + PARTNERS, INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701

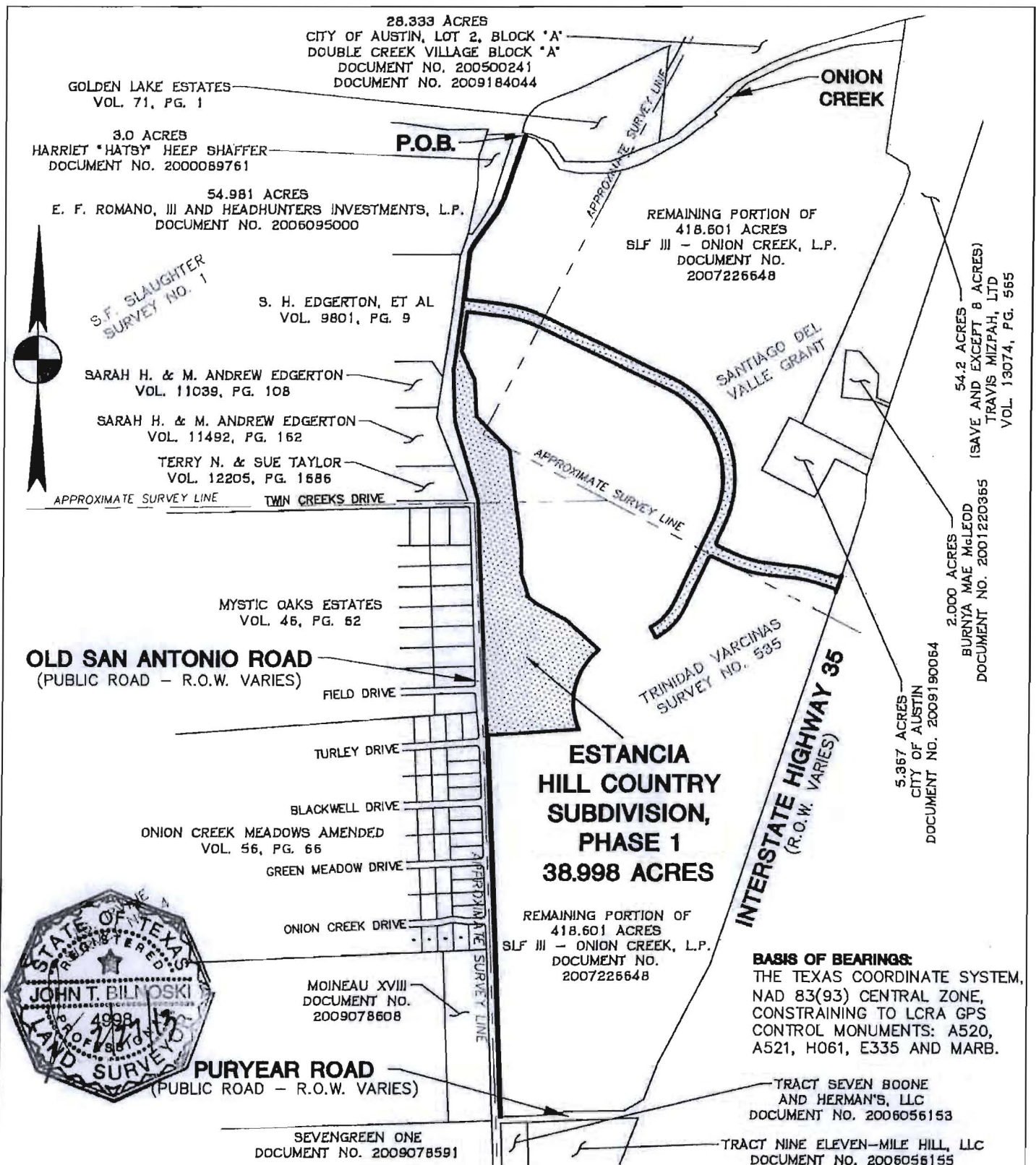


JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS

2/27/13

DATE





Bury+Partners

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 38.998 ACRES OF LAND OUT OF THE S.F. SLAUGHTER SURVEY NO. 1, THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P., BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**SLF III - ONION
CREEK, L.P.**