



## Travis County Commissioners Court Agenda Request

**Meeting Date:** November 26, 2013

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

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

**Department Head:** 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) A revised preliminary plan: Rocky Creek Ranch Revised Preliminary Plan #3 (413 total lots - 464.8 acres - Hamilton Pool Road - no ETJ);
- B) A Phasing Agreement between R.C. Travis, L.P. and Travis County;
- C) An Alternative Fiscal Agreement for the Rocky Creek Ranch, Section Three Final Plat; and
- D) A Cash Security Agreement for Rocky Creek Ranch, Section Three Final Plat.

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

A) The current revised preliminary plan, approved by Commissioners Court on March 25, 2008, consisted of 413 total lots (395 single family lots, 13 greenbelt lots, 3 private park lots, 1 commercial lot, and 1 wastewater utility lot) on 464.8 acres with 24,141 linear feet of proposed public streets. This revision proposes to increase the total proposed linear footage of new streets to 25,306 linear feet since the alignments of Rocky Creek Boulevard and the local streets have been adjusted to accommodate the US Fish and Wildlife Service buffer zones. Though the total linear footage of proposed streets is increasing, the overall number of single family lots will remain unchanged.

The Rocky Creek Ranch Revised Preliminary Plan #3 property fronts on Hamilton Pool Road to the north, and proposes an emergency access easement to Crumley Ranch Road. Water service will be provided by the LCRA, and wastewater service will be provided by Travis County MUD #16. Parkland fees in lieu of parkland dedication will be satisfied with each final plat out of the revised preliminary plan.

B) The applicant, R.C. Travis, L.P. wishes to enter into a standard Phasing Agreement with Travis County, which outlines the orderly development of the property.

C) Under Alternative Fiscal, The County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, The Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

**Plat Status:**

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place so that it could be recommended for approval and recordation at this time.

**Restoration/Erosion Control Fiscal:**

The fiscal for the subdivision restoration and improvements have been posted with Travis County using a Cash Security Agreement. The posted amount is \$150,067.00.

**Boundary Street Fiscal/Access to Publicly Maintained Road:**

Rocky Creek Ranch, Section 3, takes access from a section of Rocky Creek Ranch Boulevard that was previously platted through Rocky Creek Ranch, Section 2. The Section 2 section of Rocky Creek Ranch Boulevard is maintained by Travis County.

**Construction Plans and Engineer's Estimate of Construction Cost Approved:**

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-1707. The estimated cost of the improvements is \$1,534,300.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls, all structures contributing to the total detention (if required)).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternate Fiscal. An extension of sixty-day period for completed plat application final action is also included.

D) The applicant, R.C. Travis, L.P. wishes to enter into a standard Cash Security Agreement with Travis County, in the amount of \$150,067.00.

**STAFF RECOMMENDATIONS:**

This revised preliminary plan application meets all Travis County requirements, and staff recommends approval of the Revised Preliminary Plan, Phasing Agreement, Alternative Fiscal Agreement, and Cash Security Agreement for the Section Three Final Plat.

**ISSUES AND OPPORTUNITIES:**

Staff has not been contacted by any adjacent property owners or interested parties.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Precinct Map
- Location Map
- Engineer's Letter
- Revised Preliminary Plan
- Original Phasing Agreements
- Alternative Fiscal Agreement
- Cash Security Agreement
- Extension of Sixty-Day Period

**REQUIRED AUTHORIZATIONS:**

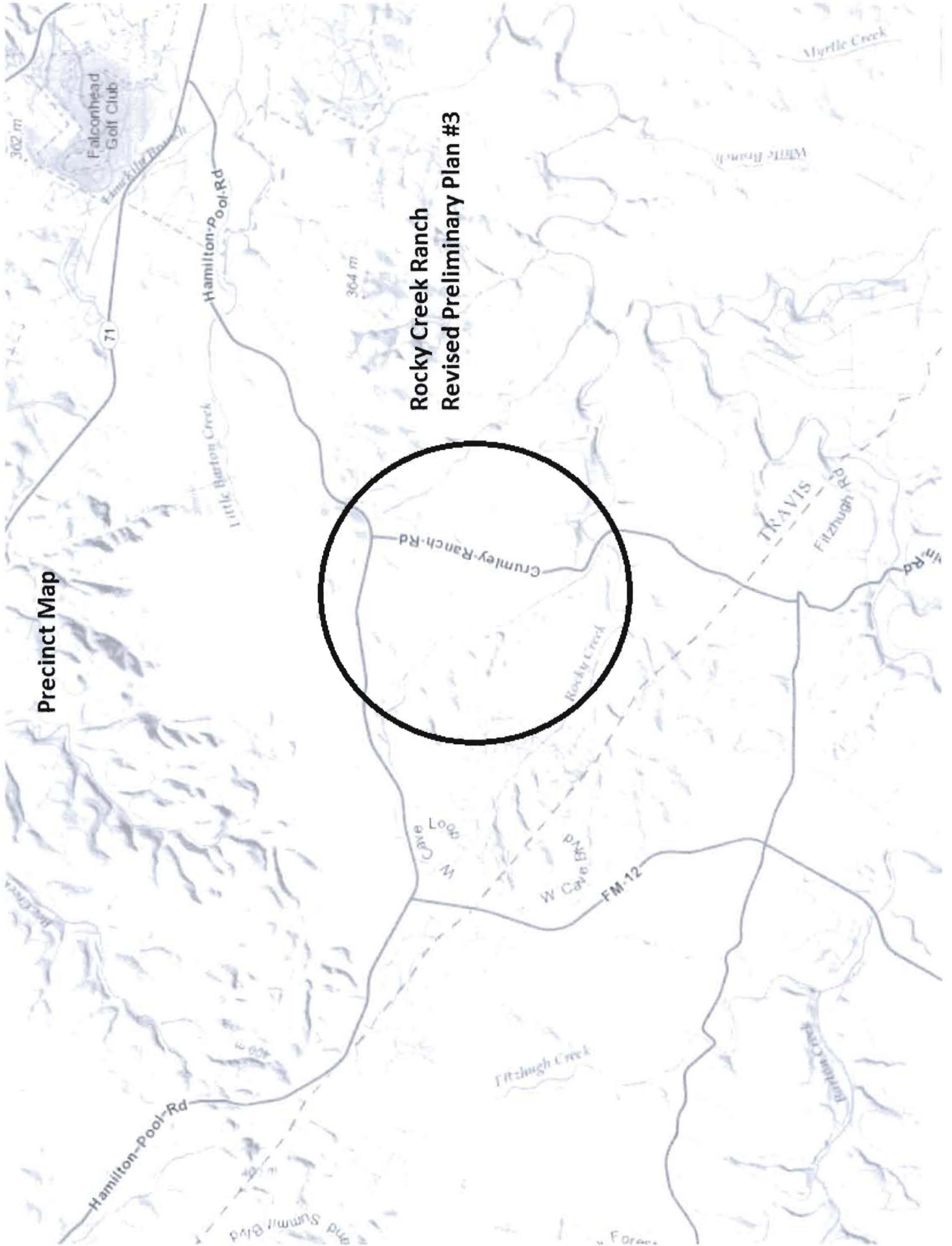
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**


mh:AB:mh

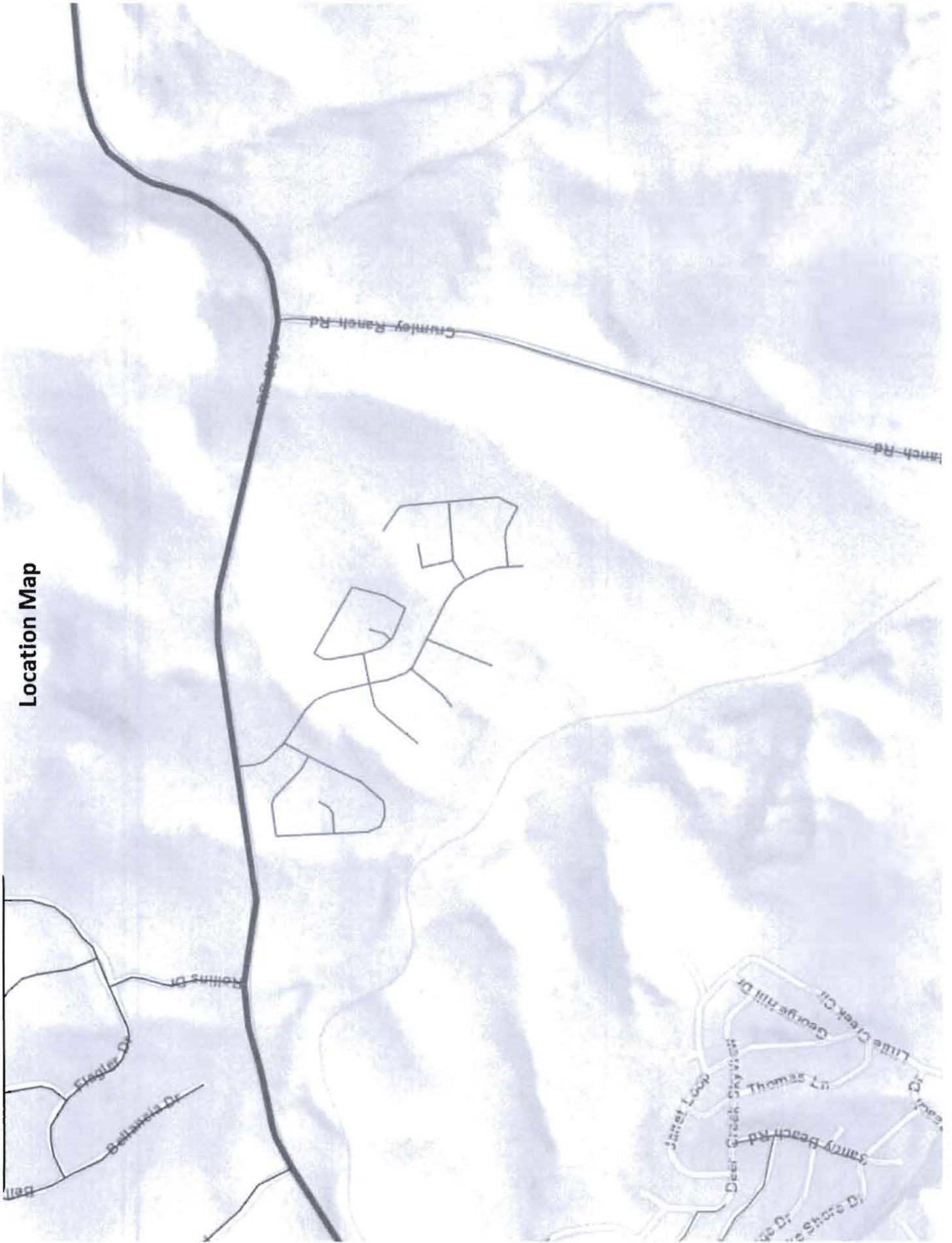
**1101 - Development Services Long Range Planning - Rocky Creek Ranch Revised Preliminary Plan**

**Precinct Map**



**Rocky Creek Ranch  
Revised Preliminary Plan #3**

**Location Map**



November 5, 2013

*Texas Board of Professional Engineers Registration No. F-439*

Michael Hettenhausen  
Travis County  
Transportation and Natural Resources  
700 Lavaca Street, Suite 540  
Austin, Texas 78701

Re: Rocky Creek Ranch  
Preliminary Plan Revision

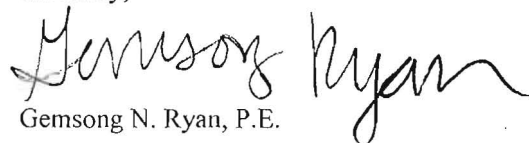
Dear Mr. Hettenhausen:

On behalf of RC Travis, LP, Jones & Carter Inc. is submitting the proposed revision to the approved preliminary plan for Rocky Creek Ranch. The revision includes:

1. The location of the right-of-way (ROW) for Rocky Creek Blvd has changed to a more southern alignment, but still has just one USFWS buffer zone crossing.
2. The alignments of the local streets were adjusted to accommodate for the Rocky Creek Blvd ROW change and to ensure that the proposed residential lots wouldn't encroach on the USFWS buffer zones.
3. Updated lot layouts with revised widths and depths that conform to the USFWS buffer locations and allow for adequate water quality controls. The total number of residential lots has stayed the same.
4. Updated the labels of the Greenbelt, Drainage and Water Quality Easements to "Water Quality/Drainage Easement" and "Water Quality, Drainage & Wastewater Easement" to more accurately reflect their uses.

If you have any questions about any of the items included with the revision submittal, please call us at (512) 441-9493.

Sincerely,

  
Gemsong N. Ryan, P.E.

GNR/jwm

J:\Projects\A588\012\General\Letters\Preliminary Plan Revision Request.doc

Enclosures

cc: Mr. Brian Carlock – RC Travis, LP  
Mr. Don Walden – Palisades Developers, Ltd















**NOTES:**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN HEREON.
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- LEGEND:**
- PROPERTY BOUNDARY
  - RIGHT-OF-WAY
  - LOT LINE
  - SEWERAGE
  - WATER
  - UTILITY
  - ROAD
  - RAILROAD
  - ADJACENT PROPERTY
  - EXISTING CONTOUR LINE
  - C.R. CONTINUATION OF RIGHT-OF-WAY
  - WATER QUALITY MONITORING POINT
  - LIMITED EASEMENT
  - WATERWAY
  - C.R. VERTICAL ALIGNMENT

**PROPERTY BOUNDARY**

**RIGHT-OF-WAY**

**LOT LINE**

**SEWERAGE**

**WATER**

**UTILITY**

**ROAD**

**RAILROAD**

**ADJACENT PROPERTY**

**EXISTING CONTOUR LINE**

**C.R. CONTINUATION OF RIGHT-OF-WAY**

**WATER QUALITY MONITORING POINT**

**LIMITED EASEMENT**

**WATERWAY**

**C.R. VERTICAL ALIGNMENT**

**MATCHLINE - (SEE SHEET 7)**

**MATCHLINE - (SEE SHEET 6)**

**MATCHLINE - (SEE SHEET 5)**

**MATCHLINE - (SEE SHEET 4)**

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10/1/00	JC
2	REVISED PRELIMINARY PLAN	10/1/00	JC
3	REVISED PRELIMINARY PLAN	10/1/00	JC
4	REVISED PRELIMINARY PLAN	10/1/00	JC
5	REVISED PRELIMINARY PLAN	10/1/00	JC
6	REVISED PRELIMINARY PLAN	10/1/00	JC

**JC JONES & CARTER, INC.**  
 1100 S. GARDNER ST., SUITE 100  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-1100  
 FAX: (303) 733-1101  
 WWW: WWW.JCJONESANDCARTER.COM

**ROCKY CREEK RANCH**  
 REVISED PRELIMINARY PLAN  
 PRELIMINARY PLAN  
 4 OF 5

**MATCHLINE - (SEE SHEET 7)**

**MATCHLINE - (SEE SHEET 6)**

**MATCHLINE - (SEE SHEET 5)**

**MATCHLINE - (SEE SHEET 4)**

**MATCHLINE - (SEE SHEET 7)**

**MATCHLINE - (SEE SHEET 6)**

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**MATCHLINE - (SEE SHEET 5)**

**MATCHLINE - (SEE SHEET 4)**



**ROCKY CREEK RANCH  
PHASING AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between R.C. Travis, L.P., and Travis County, Texas. (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

WHEREAS, the Developer is in the process of subdividing the tract of land described on Exhibit "A", which is attached (the "Property"); and

WHEREAS, the Developer desires to develop the Property in phases; and

WHEREAS, it is contemplated that the Developer will subsequently submit Final Plats for other portions of the Property for County approval in accordance with the approved Revised Preliminary Plan for Rocky Creek Ranch, (the "Preliminary Plan"), dated June 2013; and

WHEREAS, the Developer and the County desire to provide for the orderly development of the remainder of the Property, including the extension of a spine road (Rocky Creek Boulevard) from Hamilton Pool Road to Crumley Ranch Road thereby creating dual access points to public roads ("Residential Collector"); and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Residential Collector with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

- 1) In the phased development of the Property, the Developer will:
  - a) As each subsequent Phase of the subdivision of the Property is submitted to the Commissioners Court for approval, post, under a County-approved form:
    - I) the construction security for the cost of the improvements to the Residential Collector within the Phase being final platted and the additional portions of the Residential Collector in accordance with the schedule attached as Exhibit B.
  - b) Prior to the approval and recording of Rocky Creek Ranch, Section 1 from the Preliminary Plan dated March 25, 2008 post fiscal with Travis County for any necessary improvements required on Hamilton pool Road to serve the Property.
  - c) An all-weather access road will be constructed from the terminus of the residential collector to Crumley Ranch Road with the construction of Phase 3.

2) In the phased development of the Property, the County will, subject to the performance by the Developer of its obligations under this agreement and the Travis County Standards for Construction of Streets and Drainage in Subdivisions, approve the subsequent Final Plats of the Property. In addition, the County will enter into an Advance Funding Agreement with the Texas Department of Transportation for any necessary improvements on Hamilton Pool Road to serve the Property.

3) Notwithstanding anything in this Agreement to the contrary, if the County initiates a project to improve any portion or all of the Residential Collector, the Developer will:

- a) have the obligation to pay for the improvement of the Residential Collector within the Property; and/or
- b) continue to have the obligation to post construction security pursuant to this Agreement.

If such fiscal is received after the County has begun or has completed the contemplated improvements, the fiscal will be in the form of cash and be used to reimburse the County for the actual costs of constructing the Residential Collector.

4) Any right-of-way and any slope or drainage easement dedications, which must be dedicated under this Agreement, shall be in an approved County form and must be free from any encumbrance, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the County Attorney's Office, adversely affect the County's ability to use the right-of-way or easements for their intended purpose.

5) If the Developer submits a Final Plat(s) for a portion of a Phase of the Property or if the Preliminary Plan for the Property is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the Street(s) and/or Road.

6) The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Developer under the terms of this Agreement.

7) Miscellaneous.

- a) Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.
- b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.

- c) Amendment to Agreement. Any revision, modification or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY. EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.
- d) Assignment by the Developer. The rights, duties, and responsibilities of the Developer may be assigned only with the consent of the County, which will not be unreasonably withheld or unduly delayed.
- e) Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

DEVELOPER: R.C. TRAVIS, L.P.  
Attn: Mr. Brian Carlock  
Senior Vice President  
3090 Olive Street, Suite 300  
Dallas, Texas 75219

Travis County: Steve Manilla (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

Copy to: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

The Parties may from time-to-time change their respective addresses by written notice to the other party.



- g) Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.
- h) Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- i) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

EXECUTED to be effective as of the later date set forth below.

R.C. TRAVIS, L.P.,  
a Texas limited partnership

By: RCT Project GP, LLC,  
a Texas liability company, its general  
partner

By:  \_\_\_\_\_

Name: Brian Carlock

Title: Senior Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of October, 2013, by Brian Carlock, in the capacity of Senior Vice President of RCT Project GP, LLC, general partner of R.C. TRAVIS, L.P., a Texas limited partnership, on behalf of said limited partnership.



Notary Public Signature



TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ of Travis County, Texas, in the capacity stated.

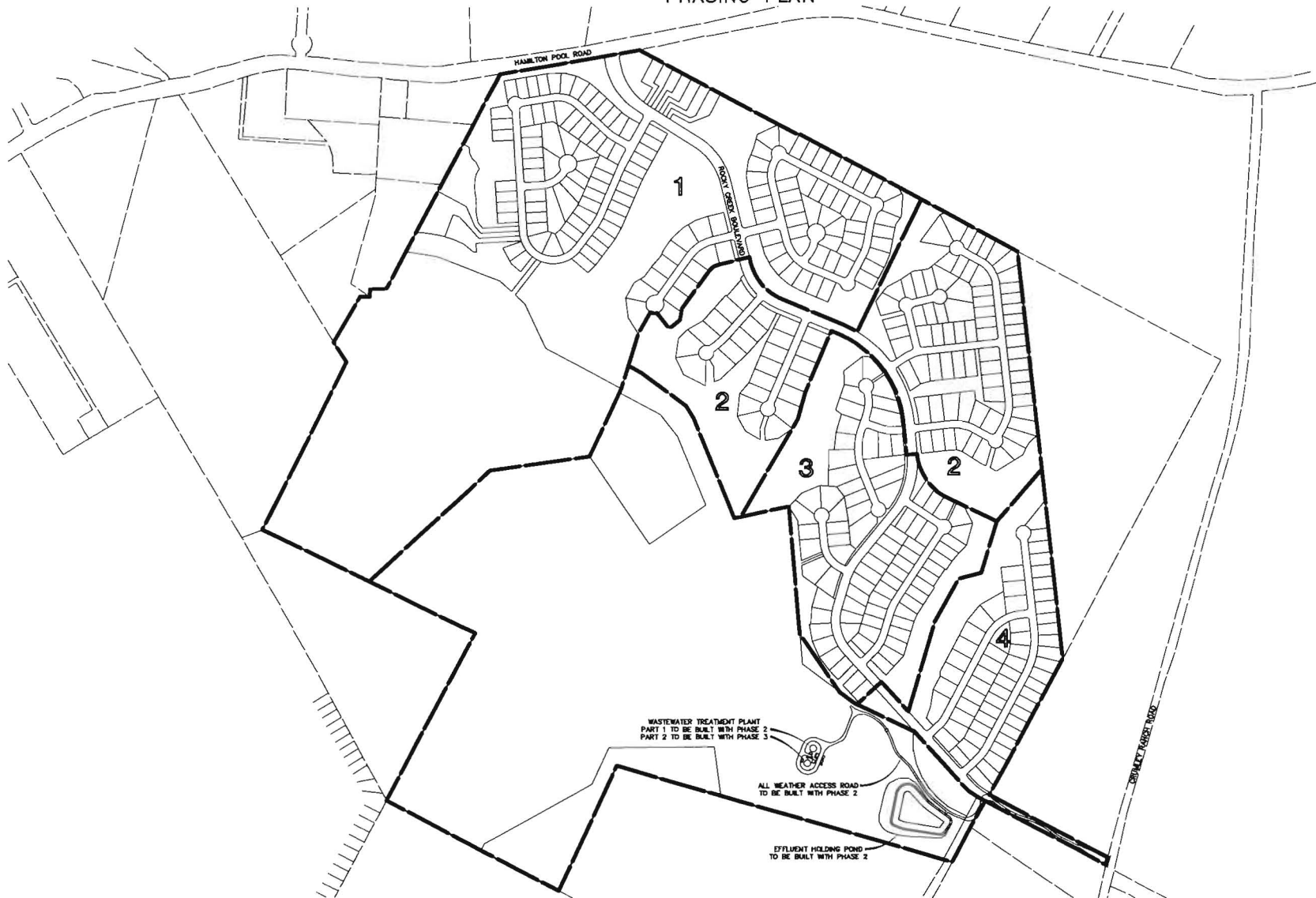
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary)

After Recording Return to:

Travis County, Texas  
Attn: Transportation and Natural Resources  
P.O. Box 1748  
Austin, TX 78767

# ROCKY CREEK RANCH PHASING PLAN



WASTEWATER TREATMENT PLANT  
PART 1 TO BE BUILT WITH PHASE 2  
PART 2 TO BE BUILT WITH PHASE 3

ALL WEATHER ACCESS ROAD  
TO BE BUILT WITH PHASE 2

EFFLUENT HOLDING POND  
TO BE BUILT WITH PHASE 2

**J.C. JONES & CARTER, INC.**  
ENGINEERS - PLANNERS - SURVEYORS  
101 Lee Street, P.O. Box 272, Austin, Texas 78766-0272 (512) 453-0800

ROCKY CREEK RANCH	
EXHIBIT B	
<b>J.C. JONES &amp; CARTER, INC.</b>	
ENGINEERS - PLANNERS - SURVEYORS	
SCALE:	1" = 200'
DATE:	02/12/2011
JOB NO.:	AMR-012

Exhibit 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Executed this 1st day of October, 2013.

OWNER: RC Travis LP, a Texas limited partnership

3090 Olive Street, Suite 300

By: [Signature]

Address

Dallas, Texas 75219

Name: Brian Carlock

City, State

972-201-2932

Title: Senior Vice President

Phone

Authorized Representative

Fax

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1 day of October, 2013, by Brian Carlock in the capacity stated herein.

[Signature]  
Notary Public in and for the State of Texas

Shannon Dear  
Printed or typed name of notary



My Commission Expires: 1/7/14

TRAVIS COUNTY, TEXAS:

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

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the \_\_\_\_\_ day of \_\_\_\_\_, 201, in the capacity stated herein.

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

\_\_\_\_\_  
Printed or typed name of notary  
My commission expires: \_\_\_\_\_

*See Attached*

**EXHIBIT "A"**

That certain tract of land described as Rocky Creek Ranch Section 3 subdivision is \_\_\_\_\_  
acres, being a portion of that same tract of land described in Volume \_\_\_\_\_, Page \_\_\_\_\_  
or Document No. \_\_\_\_\_ of the Real Property Records of Travis County,  
Texas, as delineated on a plat under the same name which will be held in abeyance until approval  
is granted by the Travis County Commissioners' Court.





# ROCKY CREEK RANCH, SECTION 3 TRAVIS COUNTY, TEXAS

ROCKY CREEK RANCH  
SECTION 1  
Doc. No. 201000031

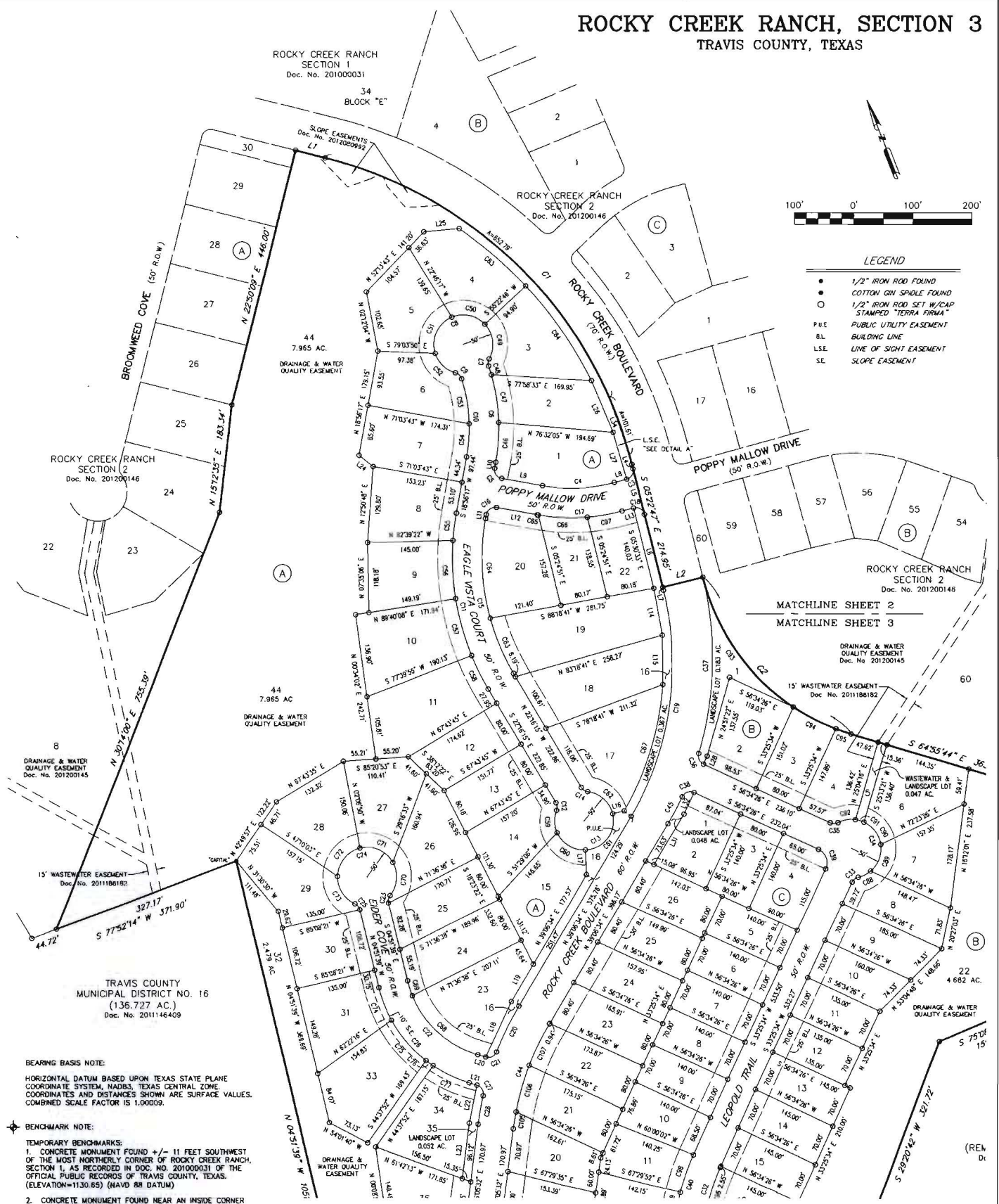
ROCKY CREEK RANCH  
SECTION 2  
Doc. No. 201200146

ROCKY CREEK RANCH  
SECTION 2  
Doc. No. 201200146



### LEGEND

- 1/2" IRON ROD FOUND
- COTTON GIN SPIGOT FOUND
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE
- L.S.E. LINE OF SIGHT EASEMENT
- S.E. SLOPE EASEMENT



MATCHLINE SHEET 2  
MATCHLINE SHEET 3

DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 201200145

15' WASTEWATER EASEMENT  
Doc. No. 2011186182

WASTEWATER & LANDSCAPE LOT  
0.047 AC.

DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 2011186182

DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 201200145

DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 201200145

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DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 201200145

DRAINAGE & WATER  
QUALITY EASEMENT  
Doc. No. 201200145

15' WASTEWATER EASEMENT  
Doc. No. 2011186182

TRAVIS COUNTY  
MUNICIPAL DISTRICT NO. 16  
(136.727 AC.)  
Doc. No. 2011146409

BEARING BASIS NOTE:  
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE  
COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES.  
COMBINED SCALE FACTOR IS 1.00009.

BENCHMARK NOTE:  
TEMPORARY BENCHMARKS:  
1. CONCRETE MONUMENT FOUND +/- 11 FEET SOUTHWEST  
OF THE MOST NORTHERLY CORNER OF ROCKY CREEK RANCH,  
SECTION 1, AS RECORDED IN DOC. NO. 201000031 OF THE  
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
(ELEVATION=1130.65) (NAVD 88 DATUM)  
2. CONCRETE MONUMENT FOUND NEAR AN INSIDE CORNER  
OF THE RC TRAVIS, LP 260.3923 AC TRACT AT GATED  
ENTRANCE TO THE PROPERTY OFF OF CRUMLEY RANCH ROAD  
(ELEVATION 1054.38)(NAVD 88 DATUM)

SURVEYOR:

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING REGISTRATION NO. 10046101  
1701 DIRECTORS BOULEVARD, SUITE 400 - AUSTIN, TEXAS 78744  
TEL (512) 336-8273 • FAX (512) 445-2386

ENGINEER:

ENGINEERS • PLANNERS • SURVEYORS  
Texas Board of Professional Engineers Registration No. F-439  
1701 DIRECTORS BLVD, STE. 400  
AUSTIN, TEXAS 78744  
(512) 441-8483 (Phone)  
(512) 445-2286 (Fax)

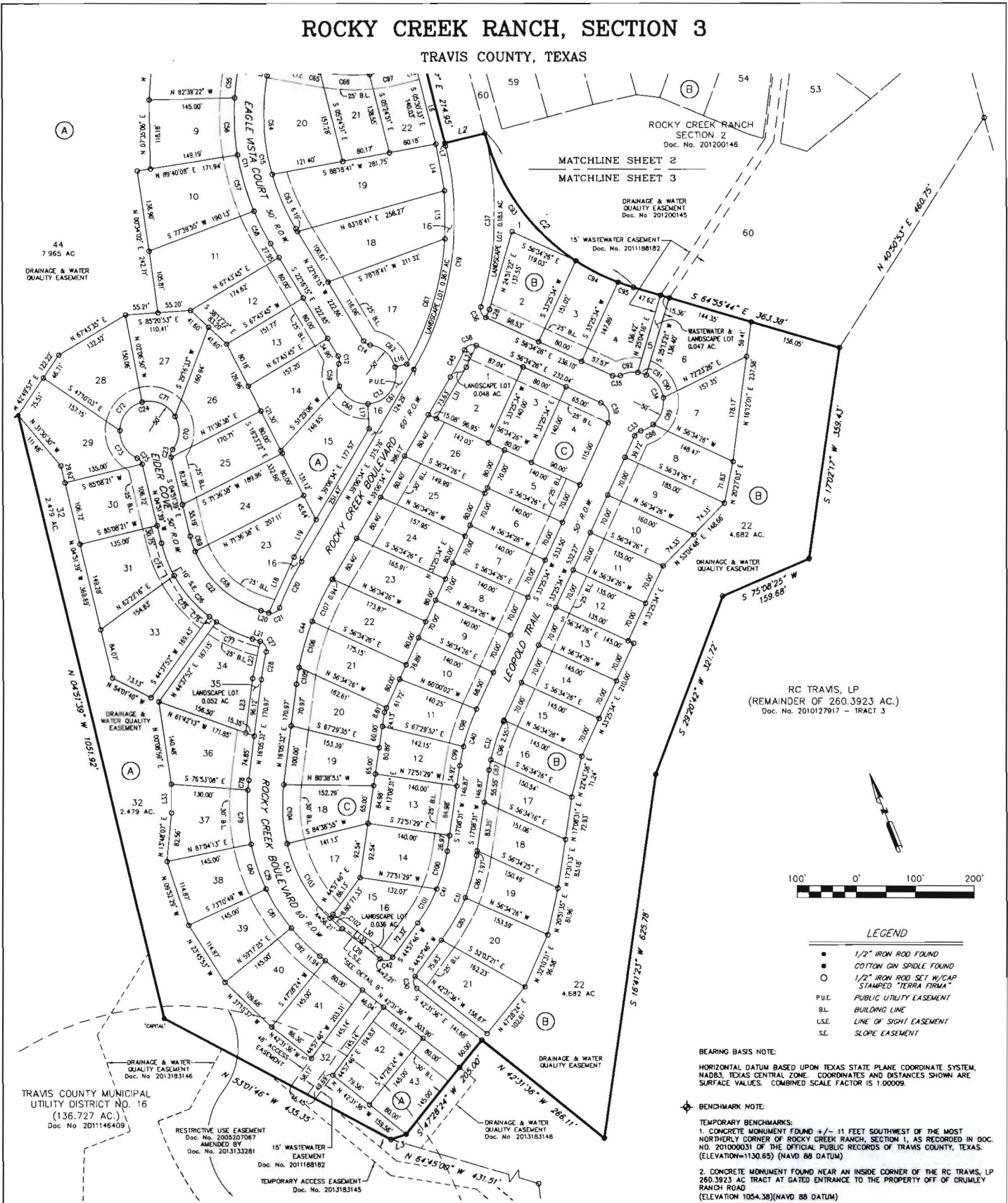
SHEET 2 OF 5

FILE: J:\Projects\A588\012\Survey\Drawing Files\500\A588-012-00_Sec 3 Plot.dwg	CHECKED BY: JKH
J:\Projects\A588\012\Survey\Point Files\A588-012-00_Sec 3 Plot.dwg	REVISED: September 27, 2013
JOB NO: A588-012-00/500	DRAWN BY: MSC
DATE: May 17, 2013	CHECKED BY: JKH
SCALE: 1"=100'	REVISED: September 27, 2013

## ROCKY CREEK RANCH SECTION 3

# ROCKY CREEK RANCH, SECTION 3

TRAVIS COUNTY, TEXAS



RC TRAVIS, LP  
(REMAINDER OF 260.3923 AC.)  
Doc. No. 2010127017 - TRACT 3



- LEGEND**
- 1/2" IRON ROD FOUND
  - COTTON GIN SPIDLE FOUND
  - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
  - P.U.E. PUBLIC UTILITY EASEMENT
  - BL. BUILDING LINE
  - L.S.E. LINE OF SIGHT EASEMENT
  - S.E. SLOPE EASEMENT

**BEARING BASIS NOTE:**  
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00009.

**BENCHMARK NOTE:**  
TEMPORARY BENCHMARKS:  
1. CONCRETE MONUMENT FOUND +/- 11 FEET SOUTHWEST OF THE MOST NORTHERLY CORNER OF ROCKY CREEK RANCH, SECTION 1, AS RECORDED IN DOC. NO. 201000031 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (ELEVATION=1130.65) (NAVD 88 DATUM)  
2. CONCRETE MONUMENT FOUND NEAR AN INSIDE CORNER OF THE RC TRAVIS, LP 260.3923 AC TRACT AT GATED ENTRANCE TO THE PROPERTY OFF OF CRUMLEY RANCH ROAD (ELEVATION 1054.38) (NAVD 88 DATUM)

SHEET 3 OF 5

FILE: J:\Projects\A588\012\Survey\Drawing Files\A588-012-00\_Sec 3 Plat.dwg  
J:\Projects\A588\012\Survey\Point Files\A588-012-00\_Sec 3 Plat.ord

JOB NO: A588-012-00/500	DRAWN BY: MSC
DATE: May 17, 2013	CHECKED BY: JON
SCALE: 1"=100'	REVISED: October 15, 2013

## ROCKY CREEK RANCH SECTION 3

SURVEYOR:  
**terra firma** LAND SURVEYING  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING REGISTRATION NO. 10244101  
1701 DIRECTORS BOULEVARD, SUITE 400 • AUSTIN, TEXAS 78714  
TEL (512) 328-8173 • FAX (512) 445-7286

ENGINEER:  
**JC JONES & CARTER, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
Texas Board of Professional Engineers Registration No. F-439  
1701 DIRECTORS BLVD., STE. 400  
AUSTIN, TEXAS 78714  
(512) 441-9493 (Phone)  
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# ROCKY CREEK RANCH, SECTION 3 TRAVIS COUNTY, TEXAS

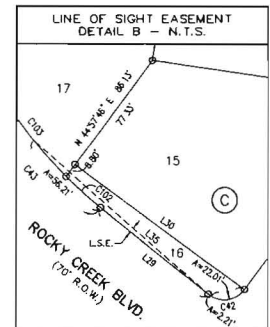
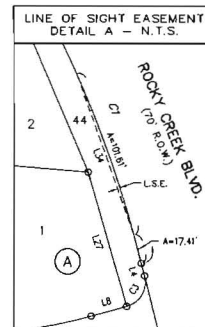
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 67°09'51" E	51.62'
L2	N 84°37'13" E	70.00'
L3	S 79°57'43" W	27.51'
L4	S 05°22'47" E	7.90'
L5	S 05°22'47" E	80.06'
L6	S 05°22'47" E	126.99'
L7	S 05°22'47" E	5.09'
L8	S 83°18'41" W	21.94'
L9	N 71°03'43" W	69.97'
L10	N 18°56'17" E	10.78'
L11	N 18°56'17" E	6.86'
L12	S 71°03'43" E	69.97'
L13	N 83°18'41" E	20.11'
L14	S 01°41'19" E	80.00'
L15	S 08°05'58" W	81.18'
L16	S 84°27'51" W	20.27'
L17	N 08°01'31" E	41.80'
L18	N 33°07'11" E	104.40'
L19	N 39°06'34" E	73.90'
L20	S 64°31'31" E	13.79'
L21	N 64°31'31" W	13.79'
L22	S 20°15'56" W	64.11'
L23	S 16°05'32" W	92.87'
L24	N 42°46'46" W	30.40'
L25	S 86°33'04" E	60.45'
L26	S 14°10'58" E	95.14'
L27	S 07°23'31" E	82.83'
L28	N 33°25'34" E	15.00'
L29	N 42°31'36" W	82.14'
L30	N 45°02'14" W	125.00'
L31	N 39°06'34" E	100.13'
L32	N 33°25'34" E	40.37'
L33	N 07°50'50" E	48.94'
L34	N 10°50'44" W	101.53'
L35	S 40°12'15" E	140.36'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	715.08'	771.81'	734.89'	S 36°18'02" E
C2	365.00'	379.35'	362.51'	S 35°09'15" E
C3	15.00'	23.22'	20.97'	S 38°57'57" W
C4	275.00'	123.00'	121.98'	N 83°52'31" W
C5	15.00'	23.56'	21.21'	N 26°03'43" W
C6	325.00'	164.99'	163.22'	N 04°23'42" E
C7	15.00'	12.53'	12.17'	N 13°47'25" E
C8	50.00'	247.62'	61.74'	S 75°51'06" W
C9	15.00'	14.95'	14.34'	S 37°28'11" W
C10	275.00'	133.68'	132.37'	S 05°00'43" W
C11	425.00'	305.67'	299.13'	S 01°39'59" E
C12	15.00'	13.62'	13.16'	S 03°44'22" W
C13	50.00'	247.87'	61.54'	N 67°43'45" E
C14	15.00'	13.62'	13.16'	N 48°16'51" W
C15	375.00'	269.71'	263.94'	N 01°39'59" W
C16	15.00'	23.56'	21.21'	N 63°56'17" E
C17	325.00'	145.36'	144.15'	S 83°52'31" E
C18	15.00'	23.94'	21.48'	S 50°58'02" E
C19	505.00'	392.12'	382.35'	N 16°51'53" E
C20	530.00'	87.19'	87.09'	N 34°23'48" E
C21	15.00'	22.46'	20.42'	N 72°34'46" E
C22	175.00'	182.23'	174.11'	S 34°41'35" E
C23	15.00'	13.62'	13.16'	S 21°08'57" W
C24	50.00'	247.87'	61.54'	N 85°08'21" E
C25	15.00'	13.62'	13.16'	N 30°52'20" W
C26	225.00'	234.30'	223.86'	N 34°41'35" W
C27	15.00'	22.46'	20.42'	N 21°37'47" W
C28	530.00'	47.86'	47.84'	N 18°40'46" E
C29	330.00'	337.62'	323.09'	N 13°13'02" W
C30	15.00'	22.90'	20.74'	S 01°13'05" W
C31	325.00'	157.81'	156.26'	S 31°03'08" W
C32	300.00'	85.26'	84.98'	S 25°17'03" W
C33	15.00'	13.62'	13.16'	S 59°26'10" W
C34	50.00'	169.33'	99.25'	S 11°34'26" E
C35	15.00'	13.62'	13.16'	S 82°35'02" E
C36	15.00'	21.50'	19.71'	S 15°30'12" E
C37	550.00'	297.07'	293.47'	S 10°05'38" W
C38	15.00'	23.49'	21.16'	N 78°33'55" E
C39	25.00'	39.27'	35.36'	N 11°34'26" E
C40	350.00'	99.47'	99.14'	S 25°17'03" W
C41	275.00'	133.53'	132.22'	S 31°03'08" W
C42	15.00'	24.22'	21.67'	N 88°46'55" W
C43	270.00'	276.24'	264.34'	N 13°13'02" W
C44	470.00'	188.81'	187.54'	N 27°36'02" E
C45	550.00'	51.88'	51.86'	N 36°24'25" E
C46	325.00'	66.90'	66.78'	N 13°02'27" E
C47	325.00'	82.53'	82.31'	N 00°07'51" W
C48	325.00'	15.56'	15.56'	N 08°46'36" W
C49	50.00'	63.14'	59.02'	N 01°33'15" E
C50	50.00'	60.67'	57.02'	N 69°23'04" W
C51	50.00'	74.08'	67.48'	S 33°24'33" W
C52	50.00'	49.73'	47.71'	S 37°31'45" E
C53	275.00'	77.63'	77.38'	N 00°49'36" W
C54	275.00'	56.05'	55.95'	N 13°05'58" E

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C55	425.00'	46.92'	46.90'	S 15°46'31" W
C56	425.00'	98.50'	98.28'	S 05°58'23" W
C57	425.00'	98.28'	98.06'	S 07°17'29" E
C58	425.00'	61.97'	61.92'	S 18°05'37" E
C59	50.00'	39.24'	38.24'	S 07°15'33" W
C60	50.00'	60.00'	56.46'	S 49°35'50" E
C61	50.00'	88.63'	77.47'	N 45°14'41" E
C62	50.00'	60.00'	56.46'	N 39°54'48" W
C63	375.00'	99.54'	99.25'	N 14°39'59" W
C64	375.00'	170.17'	168.71'	N 05°56'17" E
C65	325.00'	1.75'	1.75'	N 71°12'57" W
C66	325.00'	83.74'	83.51'	N 78°45'04" W
C67	490.00'	224.41'	222.45'	S 25°46'29" W
C68	175.00'	159.64'	154.16'	S 38°23'28" E
C69	175.00'	92.28'	22.58'	S 08°33'33" E
C70	50.00'	59.26'	55.85'	S 13°12'28" W
C71	50.00'	65.22'	60.70'	S 58°06'50" E
C72	50.00'	65.22'	60.70'	N 47°08'41" E
C73	50.00'	58.17'	54.94'	N 23°33'12" W
C74	225.00'	59.30'	59.13'	N 12°24'39" W
C75	225.00'	92.28'	91.63'	S 31°42'35" W
C76	225.00'	15.00'	15.00'	N 45°22'08" W
C77	225.00'	67.72'	67.47'	N 55°54'08" W
C78	330.00'	17.15'	17.15'	S 14°38'12" W
C79	330.00'	92.41'	92.11'	S 05°05'32" W
C80	330.00'	80.00'	79.80'	S 09°52'29" E
C81	330.00'	80.00'	79.80'	S 23°45'53" E
C82	330.00'	68.06'	67.94'	S 36°37'05" E
C83	700.08'	149.25'	148.97'	S 40°14'06" E
C84	700.08'	196.09'	195.45'	S 26°06'12" E
C85	325.00'	84.23'	83.99'	S 37°32'19" W
C86	325.00'	73.58'	73.43'	S 23°37'41" W
C87	300.00'	17.23'	17.23'	S 18°47'15" W
C88	50.00'	23.78'	23.55'	N 71°49'24" E
C89	50.00'	50.00'	47.94'	N 29°33'08" E
C90	50.00'	50.00'	47.94'	N 27°44'37" W
C91	50.00'	15.06'	15.00'	N 65°01'06" W
C92	50.00'	30.50'	30.03'	S 88°52'49" W
C93	365.00'	271.77'	265.54'	S 26°42'37" E
C94	365.00'	80.22'	80.06'	S 54°20'14" E
C95	365.00'	27.36'	27.35'	S 62°46'52" E
C96	300.00'	65.03'	67.88'	S 26°55'47" W
C97	325.00'	59.88'	59.79'	S 88°15'22" W
C98	350.00'	66.73'	66.63'	S 27°57'51" W
C99	350.00'	32.74'	32.73'	S 19°49'20" W
C100	275.00'	66.21'	66.05'	N 24°02'23" E
C101	275.00'	67.32'	67.15'	N 37°57'00" E
C102	270.00'	27.41'	27.40'	S 39°37'05" E
C103	270.00'	147.77'	145.93'	S 21°01'50" E
C104	270.00'	101.05'	100.46'	S 05°22'14" W
C105	470.00'	28.57'	28.56'	S 17°50'01" W
C106	470.00'	81.08'	80.98'	S 24°31'01" W
C107	470.00'	79.16'	79.07'	S 34°17'02" W

AREA TABLE		
DESCRIPTION	NO.	ACREAGE
TOTAL NUMBER OF LOTS	92	
SINGLE FAMILY LOTS	83	26.962 AC.
DRAINAGE & WATER QUALITY EASEMENT LOTS	3	
Lot 32, Block A		2.479 AC.
Lot 44, Block A		7.965 AC.
Lot 22, Block B		4.682 AC.
TOTAL		15.126 AC.
LANDSCAPE LOTS	6	
Lot 16, Block A		0.367 AC.
Lot 35, Block A		0.052 AC.
Lot 1, Block B		0.183 AC.
Lot 5, Block B		0.047 AC.
Lot 1, Block C		0.048 AC.
Lot 16, Block C		0.036 AC.
TOTAL		0.733 AC.
RIGHT-OF-WAY	5	
Rocky Creek Boulevard		2.511 AC.
Poppy Mallow Drive		0.297 AC.
Eagle Vista Court		1.239 AC.
Elder Cove		0.615 AC.
Leopold Drive		1.830 AC.
TOTAL RIGHT-OF-WAY		6.292 AC.
TOTAL AREA		49.113 AC.

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
ROCKY CREEK BOULEVARD	VARIES	1,781 FT.
POPPY MALLOW DRIVE	50 FT.	255 FT.
EAGLE VISTA COURT	50 FT.	860 FT.
EIDER COVE	50 FT.	424 FT.
LEOPOLD DRIVE	50 FT.	1,356 FT.
TOTAL	-	4,677 FT.



SHEET 4 OF 5

FILE: J:\Projects\AS88\012\Survey\Drawings\Flex\500\AS88-012-00_Sec 3 Plot.dwg	J:\Projects\AS88\012\Survey\Point Files\AS88-012-00_Sec 3 Plot.crd
JOB NO: AS88-012-00/500	DRAWN BY: MSC
DATE: May 17, 2013	CHECKED BY: JOM
SCALE: 1"=100'	REVISED: September 27, 2013

## ROCKY CREEK RANCH SECTION 3

**terra firma** LAND SURVEYING  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING REGISTRATION NO. 10048101  
 1701 DIRECTORS BOULEVARD, SUITE 400 • AUSTIN, TEXAS 78744  
 TEL: (512) 328-8375 • FAX: (512) 450-2286

ENGINEER:  
**JC JONES & CARTER, I.N.C.**  
 ENGINEERS • PLANNERS • SURVEYORS  
Texas Board of Professional Engineers Registration No. F-438  
 1701 DIRECTORS BLVD, STE. 400  
 AUSTIN, TEXAS 78744  
 (512) 441-9493 (Phone)  
 (512) 445-2286 (Fax)

# ROCKY CREEK RANCH SECTION 3 TRAVIS COUNTY, TEXAS

STATE OF TEXAS )  
COUNTY OF DALLAS )  
KNOW ALL MEN BY THESE PRESENTS:

That, RC Travis, L.P., a Texas limited partnership, acting herein by and through Brian Corlock, Senior Vice President, owner of 49.113 acres of land being all of a 0.2578-acre tract (Tract 2) and a portion of a 250.3923-acre tract (Tract 3), out of the John Moot Survey No. 422, Travis County, Texas, as conveyed to it by special warranty deed recorded in Document No. 2010127917 of the Official Public Records of Travis County, Texas, does hereby subdivide 49.113 acres of land, pursuant to Chapter 232 of the Texas Local Government Code, in accordance with the plat shown hereon, to be known as **ROCKY CREEK RANCH, SECTION 3**, and does hereby dedicate to the public the use of the streets and easements shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the 1 day of October 2013, A.D.

RC Travis, L.P., a Texas limited partnership  
Three Lincoln Centre,  
5430 LBJ Freeway, Suite 800  
Dallas, TX 75240

By: Brian Corlock  
Brian Corlock, Senior Vice President

STATE OF TEXAS )  
COUNTY OF DALLAS )

Before me, the undersigned authority on this day personally appeared Brian Corlock, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Shannon Susan Dear  
Notary Public, State of Texas  
Shannon Susan Dear  
Print Notary's Name  
My Commission Expires: 1/31/14



I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plot is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

Jonathan O. Nobles  
Jonathan O. Nobles  
Registered Professional Land Surveyor No. 5777  
Date 9/30/2013  
TERRA FIRMA LAND SURVEYING  
1701 Directors Blvd., Suite 400  
Austin, Texas 78744



**FLOOD PLAIN NOTE:**

No portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) #48453C039H, Travis County, Texas, dated September 26, 2008, Community #481D26.

I, Gensong N. Ryan, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plot is feasible from an engineering standpoint and is true and correct to the best of my knowledge.

Gensong N. Ryan  
Gensong N. Ryan  
Registered Professional Engineer No. 99300  
Date 9/20/2013  
JONES & CARTER, INC.  
1701 Directors Blvd., Suite 400  
Austin, Texas 78744



This subdivision is not located in the extraterritorial jurisdiction of the City of Austin, Texas, as of this the \_\_\_ day of \_\_\_, 20\_\_\_, A.D.

Greg Guernsey, Director  
Planning and Development Review Department

**TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION**

In approving this plot, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plot or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plot, 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 plot 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 plot 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.

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 \_\_\_, 20\_\_\_, A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plot and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT of said County, the \_\_\_ day of \_\_\_, 20\_\_\_, A.D.

Dana 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 \_\_\_, 20\_\_\_, A.D., at \_\_\_ o'clock \_\_\_ M., and duly recorded on the \_\_\_ day of \_\_\_, 20\_\_\_, A.D., at \_\_\_ o'clock \_\_\_ M., in the Official Public Records of said County and State in Document No. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the \_\_\_ day of \_\_\_, 20\_\_\_, A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

**NOTES:**

- This subdivision is located in Travis County; however, it does not lie in any city's ETJ or corporate limits.
- All streets and drainage facilities shall be constructed and installed to Travis County standards.
- All drainage easements on private property shall be maintained by the owner and/or his/her assigns.
- No objects, including but not limited to, buildings, fences, landscaping or other structures 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.
- The owner/developer of this subdivision/lot is responsible for providing the subdivision infrastructure, including water and wastewater improvements, offsite main extensions, and system upgrades.
- Water service will be provided by the West Travis County Public Water Agency and wastewater service will be provided by Travis County MUD No. 16. Electric service will be provided by Pedernales Electric Cooperative, Inc.
- A Travis County Development Permit and Storm Water Pollution Prevention Plan (SWP3) are required prior to construction activities on a lot within this subdivision common plan of development. A SWP3 requires the use of temporary and permanent Best Management Practices (BMPs), including erosion and sediment controls, for protection of storm water runoff quality for construction activities.
- Occupancy of any lot is prohibited until connection is made to an approved public sewer 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.
- A ten (10) foot Public Utility Easement is hereby dedicated adjacent to all right-of-way and a (5) foot Public Utility Easement is hereby dedicated adjacent to all side and rear lot lines.
- No sidewalks proposed to be built.
- Lots 16, 32, 35, & 44 of Block A, Lots 1, 5 & 22 of Block B and Lots 1 & 16, Block C are restricted to nonresidential uses and are hereby owned and maintained by Homeowner Association as described in Document Nos. 2010010637 and 201036711, of the Official Public Records of Travis County, Texas.
- It is declared that all of the property of the subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions contained in the deed restrictions on file in Document No. 2010010637 of the Official Public Records of Travis County, Texas.
- This subdivision is subject to a phasing agreement with Travis County.
- It is declared that all of the subject property of the subdivision shall be held, sold and conveyed subject to the following restrictions and conditions: all water quality protection features, including any filter strips, buffer zones, greenbelt areas and impervious cover limitations, depicted or provided for on this plot or incorporated in the development of a lot shall be maintained for water quality protection and shall not be altered, damaged or covered except as provided by the U.S. Fish and Wildlife Service recommendations for protection of water quality of the Edwards Aquifer dated September 1, 2000. This restriction against altering the physical elements of the water quality protection measures shall run with the land and the owner of any real property interest in any of the property described on this plot, as well as any governmental entity with jurisdiction over platting or subdivision of the tract or over the roads within the tract, shall have the right to enforce this restriction by any proceeding at law or in equity.
- Within a sight line easement any obstruction of sight line by vegetation, fencing, earthwork, buildings, signs, or any other object which is determined to cause a traffic hazard is prohibited and may be removed by order of Travis County Commissioners Court at the owner's expense. The property owner is to maintain an unobstructed view corridor within the bounds of such easement at all times.
- Drainage and lateral support easements to the limits shown on this plot are hereby dedicated to the public for the construction, maintenance, and the right to place earth fill for drainage and lateral support for public roadways on this plot. 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.

SHEET 5 OF 5

SURVEYOR:

**terra firma** LAND SURVEYING

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING REGISTRATION NO. 10040418  
1701 DIRECTORS BOULEVARD, SUITE 400 • AUSTIN, TEXAS 78744  
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ENGINEER:

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AUSTIN, TEXAS 78744  
(512) 441-9493 (Phone)  
(512) 445-2286 (Fax)

FILE: J:\Projects\A588\012\Survey\Drawing Files\500\A588-012-00_Sec 3 Plot.dwg	
J:\Projects\A588\012\Survey\Point Files\A588-012-00_Sec 3 Plot.crd	
JOB NO: A588-012-00/500	DRAWN BY: MSC
DATE: May 17, 2013	CHECKED BY: JON
SCALE: 1"=100'	REVISED: September 27, 2013

**ROCKY CREEK RANCH  
SECTION 3**

R§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT**

TO: Travis County, Texas

DEVELOPER: RC Travis, LP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$150,067.00

SUBDIVISION: Rocky Creek Ranch Section 3

DATE OF POSTING:

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

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


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

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

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

**DEVELOPER**

**ADDRESS OF DEVELOPER**

By:   
Name: Brian Carlock  
Title: Senior Vice President  
Date: 10/31/13

Hillwood Communities  
3090 Olive Street, Suite 300  
Dallas, Texas  
Phone: 972-201-2932

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

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

**§ EXHIBIT 82.201(C)  
EXTENSION OF SIXTY-DAY PERIOD FOR  
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: 10/01/2013

Owner's Name and Address: RC Travis, LP, a Texas limited partnership  
Victory Park  
3090 Olive Street, Suite 300  
Dallas, Texas 75219

Proposed Subdivision Name and Legal Description (the "Property"):

Rocky Creek Ranch Section 3

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and effective as of the date set forth below.

Owner: RC Travis, LP, a Texas limited partnership

By: 

Name: Brian Carlock

Title: Senior Vice President

Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1 day of October,  
2013, by Brian Carlock of Travis County, Texas known to me personally  
or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas





EXHIBIT 82.201(C)  
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By:

  
County Executive


Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2013 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

  
\_\_\_\_\_

Carolyn R. Draper  
(Printed Name of Notary)

My Commission Expires:

