



Travis County Commissioners Court Agenda Request

Meeting Date: December 10, 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/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) A plat for recording: Sweetwater Ranch Section One Village I Final Plat (Long Form Final Plat - 128 total lots - Pedernales Summit Parkway - No ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and WS - COS Development, LLC.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 128 total lots (123 single family residential lots and 5 landscape lots) on 32.25 acres. There are 5,108 linear feet of public streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1B. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$4,010.00.

The applicant is currently utilizing Travis County Alternative Fiscal Agreement and the plat is being held in abeyance until the remaining fiscal has been posted. The balance of the fiscal surety was recently posted with Travis County, and the plat may be approved and recorded.

B) The applicant, WS - COS Development, LLC, wishes to enter into a Standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As the Commissioners Court approved the utilization of Travis County's Alternative Fiscal Agreement on August 27, 2013, staff recommends approval of the final plat and the Subdivision Construction Agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

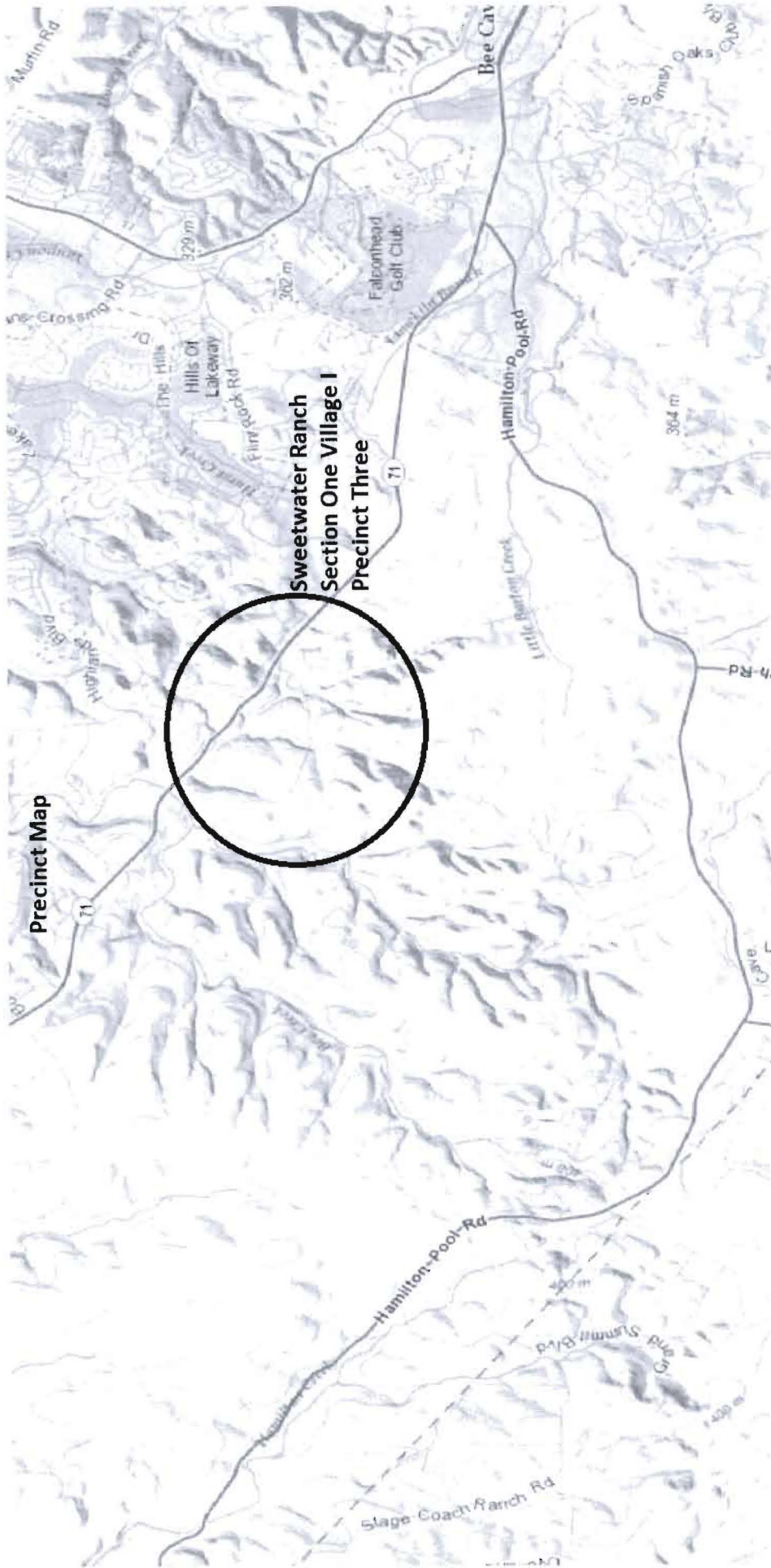
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Sweetwater Ranch Section One Village I Final Plat



Precinct Map

Sweetwater Ranch
Section One Village I
Precinct Three

71

71

PR 4

Cape L

Hamilton Pool Rd

Stag Coach Ranch Rd

Grand Summit Blvd

Muir Rd

Bee Cav

The Crossing Rd

Hills Of Lakeway

Falconhead Golf Club

Highland Blvd

The Hills

Lakeway

Falconhead

Hamilton Pool Rd

Little Barton Creek

329 m

302 m

304 m

420 m

Hamilton Pool Rd

PR 4

Cape L

Stag Coach Ranch Rd

Grand Summit Blvd

Hamilton Pool Rd

Little Barton Creek

329 m

302 m

304 m

420 m

Hamilton Pool Rd

PR 4

Cape L

Stag Coach Ranch Rd

Grand Summit Blvd

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Grand Summit Blvd

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Little Barton Creek

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Hamilton Pool Rd

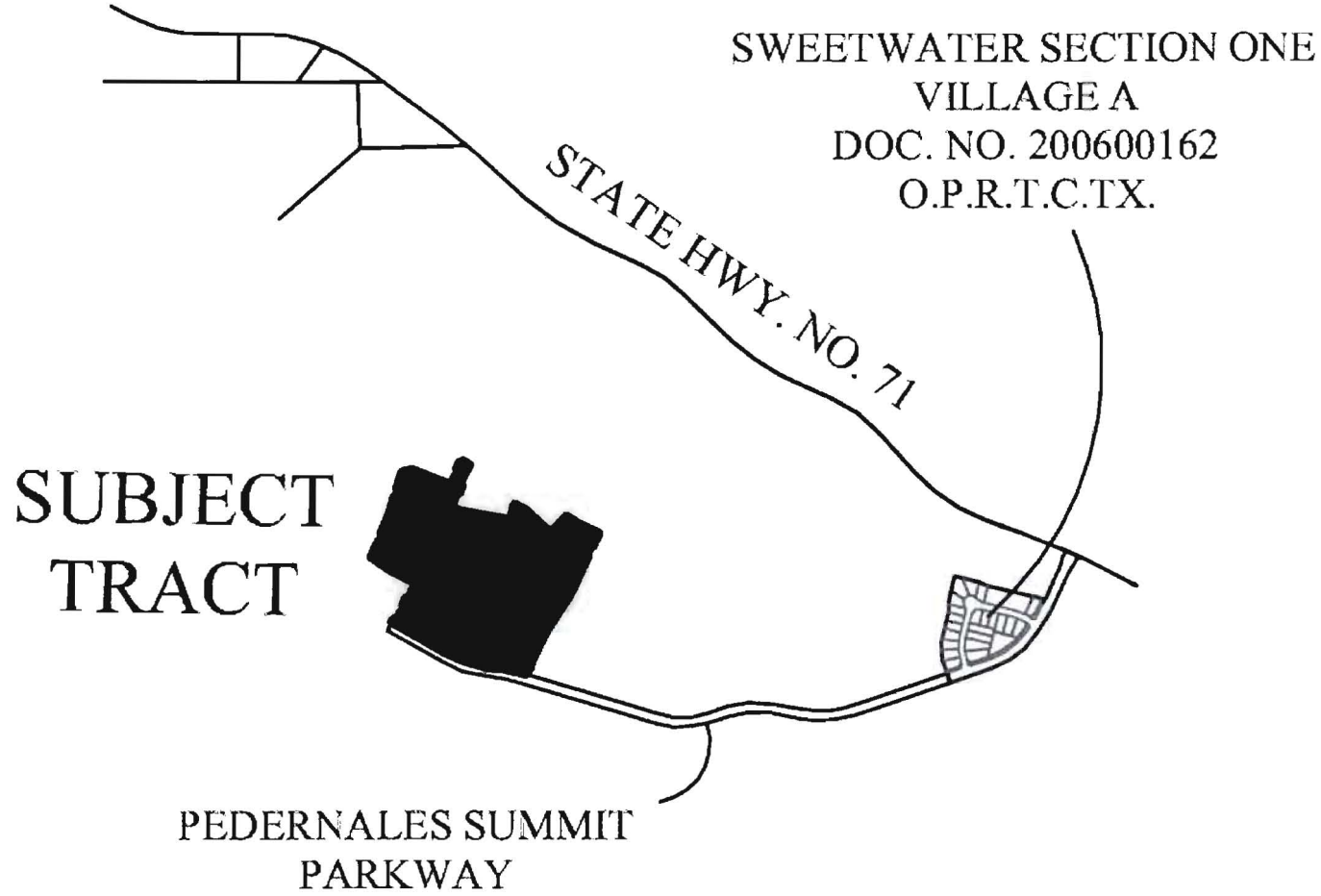
PR 4

Cape L

Stag Coach Ranch Rd

Grand Summit Blvd

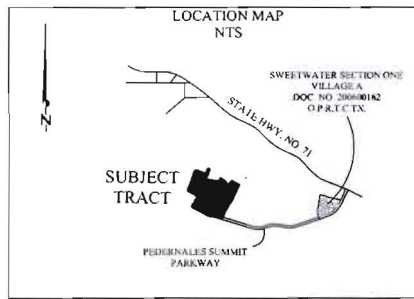
LOCATION MAP NTS



SUBJECT
TRACT

PEDERNALES SUMMIT
PARKWAY

SWEETWATER SECTION ONE
VILLAGE A
DOC. NO. 200600162
O.P.R.T.C.TX.



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

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

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 32.348 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION ONE, VILLAGE I" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC, THE USE OF ALL THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS ____ DAY OF _____, 201__ A.D.

BY: _____
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY DATE
WS-COS DEVELOPMENT, LLC
52 MASON ST
GREENWICH, CT 06830

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____, 201__ A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C0385H DATED SEPTEMBER 26, 2008.

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

RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE WHEELER, INC.
7500 RIALTO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78735

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

DATE _____ JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745
TBPLS FIRM NO. 10004700

STREET NAME	STREET WIDTH	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
RIO CHAMA LANE	28'	C&G	LOCAL	PUBLIC	286 L.F.
RIO CHAMA COVE	28'	C&G	LOCAL	PUBLIC	295 L.F.
AMBERG PLACE	28'	C&G	LOCAL	PUBLIC	425 L.F.
WALTZ COURT	28'	C&G	LOCAL	PUBLIC	261 L.F.
ALONSO DRIVE	28'	C&G	LOCAL	PUBLIC	1310 L.F.
GUNNISON TURN ROAD	28'	C&G	LOCAL	PUBLIC	1314 L.F.
TANNER BAYOU LOOP	28'	C&G	LOCAL	PUBLIC	1217 L.F.

TOTAL 5188 L.F.

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.

DIRECTOR, CITY OF AUSTIN
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE 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 PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

SWEETWATER DEVELOPMENT PLAT NOTES.

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS. IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TXDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TXDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TXDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TXDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TECQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY RIVER MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

STATE OF TEXAS
COUNTY OF TRAVIS:

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

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

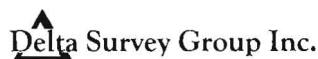
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY

BENCHMARK LIST:

- TBM-08: COTTON SPINDLE SET IN 9" LIVE OAK TAG No. 7542
ELEV: 979.63'
- TBM-10: COTTON SPINDLE SET IN LIVE OAK TAG No. 8188
ELEV: 899.97'



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

TBPLS Firm No. 10004700

SWEETWATER RANCH SECTION ONE VILLAGE I

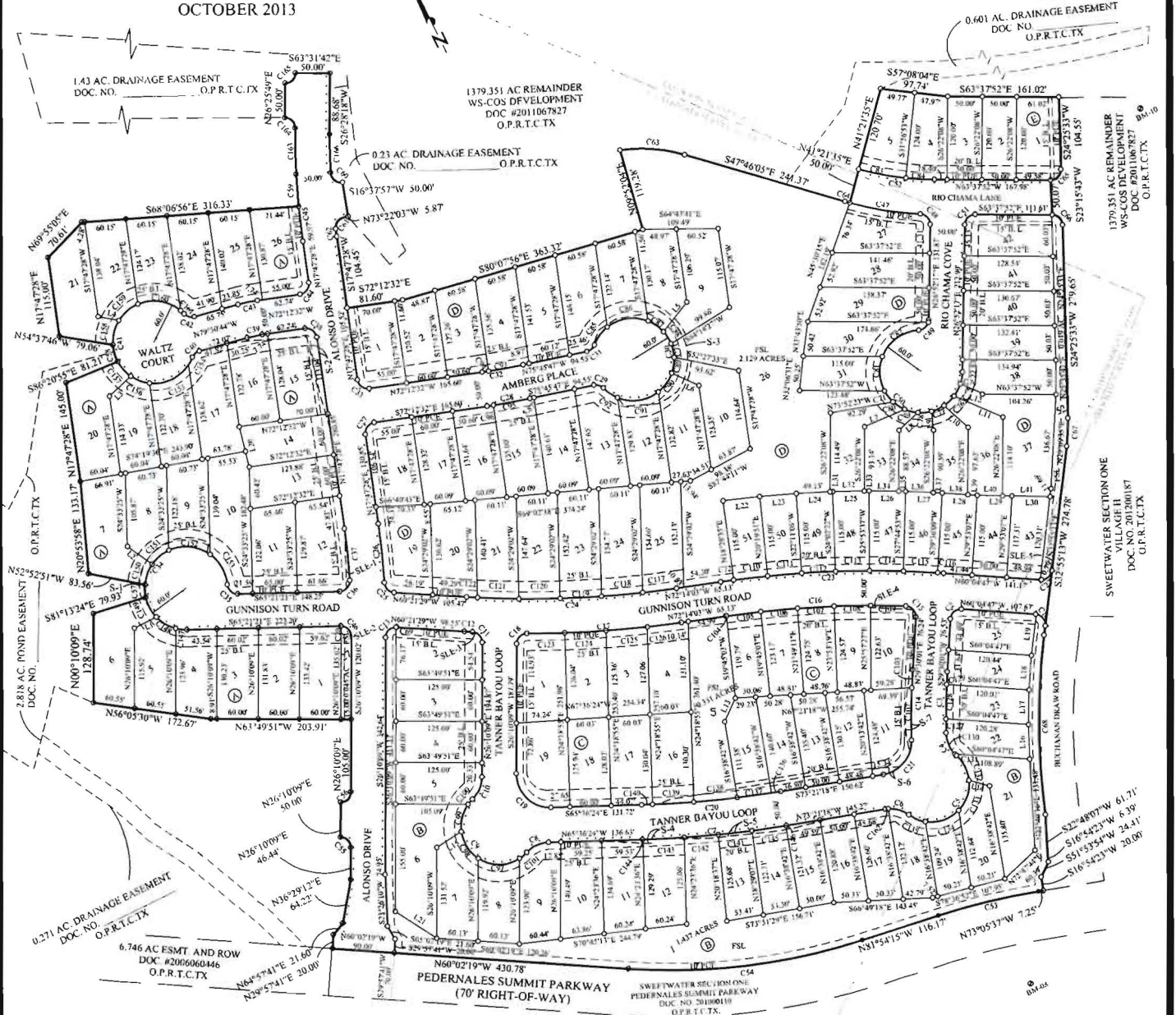
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OF
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NOTES:

- OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
- WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO TCEQ FOR REVIEW.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453CU3858 DATED SEPTEMBER 26, 2008.
- THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETJ, BEE CAVE ETJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO.2006076072, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS' FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
- DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 1B. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY
- NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND APPROPRIATE SUPPLY FOR THIS PROPOSED DEVELOPMENT
- ALL STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1B
- ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
- ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
- ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 1B TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS. LOT 26, BLOCK D IS ALSO A DRAINAGE EASEMENT AND RECREATIONAL LOT.
- WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WITH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COL RT 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 LOTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE AND THE RIGHT TO PLACE ACHERIN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENT DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSOR 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

CURVE	RADIUS	ARC	CHORD	BEARING	DLTA	CURVE	RADIUS	ARC	CHORD	BEARING	DLTA	CURVE	RADIUS	ARC	CHORD	BEARING	DLTA
C1	15.00	24.55	21.76	N13°44'47"W	93°00'00"	C54	900.00	343.47	541.59	N70°58'17"W	111°15'57"	C111	1533.00	49.35	49.35	N68°44'31"W	151°16'
C2	15.00	21.67	21.29	S73°12'37"E	90°23'12"	C55	15.00	23.56	21.31	N18°18'15"E	90°00'00"	C112	1533.00	49.35	49.35	N66°30'16"W	151°16'
C3	1160.00	88.73	86.71	S27°18'32"E	4°22'58"	C56	15.00	23.56	21.31	N71°10'09"E	90°00'00"	C113	1533.00	49.35	49.35	N65°02'00"W	151°16'
C4	45.00	27.21	26.10	S01°23'39"W	47°22'49"	C57	60.00	18.11	18.10	N22°09'31"E	17°20'53"	C114	1533.00	49.35	49.35	N64°10'45"W	151°16'
C5	55.00	167.49	169.87	S84°59'00"W	174°28'50"	C58	60.00	25.35	25.16	N10°00'00"E	24°17'13"	C115	1533.00	49.35	49.35	N61°19'20"W	151°16'
C6	45.00	35.29	33.86	N00°41'00"E	15°42'22"	C59	1102.00	46.98	46.78	N31°55'17"E	2°35'35"	C116	1533.00	49.35	49.35	N60°11'19"W	151°16'
C7	1540.00	309.61	309.45	S09°45'11"W	7°44'53"	C60	15.00	25.29	22.88	S33°04'17"E	86°55'33"	C117	1475.00	49.49	49.49	S71°14'25"E	155°21"
C8	45.00	35.79	34.86	N88°21'36"W	49°34'22"	C61	15.00	24.09	20.85	S62°12'03"W	88°11'47"	C118	1475.00	60.12	60.12	S69°08'38"E	2°20'08"
C9	55.00	175.59	180.56	N19°41'08"W	182°55'19"	C62	975.00	10.97	10.97	S18°06'49"W	89°38'42"	C119	1475.00	60.03	60.03	S66°48'17"E	2°19'53"
C10	45.00	35.79	34.86	N48°52'29"E	45°24'23"	C63	1251.00	99.23	94.30	S59°52'32"E	1°21'44.2"	C120	1475.00	60.01	60.01	S64°29'44"E	2°19'53"
C11	15.00	32.75	30.64	N17°18'40"W	86°47'58"	C64	475.00	11.23	7.23	S48°17'15"E	87°21'19"	C121	1475.00	60.11	60.11	S62°08'46"E	2°20'08"
C12	1525.00	11.53	11.53	N00°39'29"W	0°20'00"	C65	15.00	24.00	21.37	S70°23'51"W	81°50'33"	C122	1475.00	15.97	15.97	S60°40'06"E	0°37'13"
C13	15.00	24.47	21.85	S72°42'20"E	93°28'27"	C66	15.00	23.05	20.85	S19°16'09"E	88°07'55"	C123	1533.00	54.99	54.99	S64°48'09"E	2°40'58"
C14	1210.00	102.29	101.26	N2°10'41"E	4°50'17"	C67	275.00	40.77	40.77	S28°40'27"W	87°29'40"	C124	1525.00	60.02	60.02	S66°57'47"E	2°19'53"
C15	15.00	33.97	31.86	N16°17'05"W	91°14'17"	C68	1025.00	264.13	259.43	S25°40'00"W	1°11'22.0"	C125	1533.00	60.12	60.12	S69°11'17"E	2°19'53"
C16	1475.00	251.67	251.37	N67°00'07"W	16°09'52"	C69	15.00	0.91	0.91	N62°35'49"W	3°28'12"	C126	1525.00	50.17	50.17	S71°11'30"E	1°53'00"
C17	1525.00	225.30	225.10	N68°00'06"W	0°25'53"	C70	15.00	0.40	0.40	N64°35'46"W	1°13'30"	C127	1160.00	30.12	30.12	S25°13'08"W	1°00'12"
C18	15.00	33.58	31.22	S71°11'59"W	99°01'42"	C71	66.00	20.33	20.24	S84°02'11"E	19°23'03"	C128	1160.00	50.05	50.05	S73°21'26"W	2°28'20"
C19	45.00	78.49	73.86	S19°10'08"E	91°46'33"	C72	1325.00	18.93	18.91	N71°22'48"W	0°23'10"	C129	1160.00	18.30	18.30	S29°02'49"W	0°12'25"
C20	1500.00	202.85	202.69	S69°25'51"E	7°44'53"	C73	560.00	30.63	30.51	N11°08'57"E	19°40'49"	C130	45.00	34.63	33.22	S80°27'14"W	43°19'30"
C21	45.00	70.12	64.29	N65°39'01"E	81°59'18"	C74	60.00	18.93	18.12	N31°11'21"E	17°22'19"	C131	45.00	3.18	3.18	S20°11'10"E	1°01'10"
C22	15.00	22.78	20.65	S76°19'12"W	87°00'00"	C75	60.00	30.78	28.07	N41°47'41"E	20°40'27"	C132	55.00	40.96	40.07	N80°55'32"W	42°40'36"
C23	1525.00	328.40	322.80	N65°09'25"W	12°09'15"	C76	460.00	30.78	28.07	N71°08'17"E	19°02'28"	C133	55.00	47.51	46.09	S45°09'09"E	19°29'11"
C24	1475.00	309.73	305.16	N60°17'40"W	11°43'33"	C77	60.00	30.78	28.07	S80°31'19"E	19°02'28"	C134	55.00	52.66	50.67	S85°40'34"E	54°11'17"
C25	15.00	21.71	19.80	N18°53'58"W	82°25'03"	C78	60.00	23.95	21.43	S67°20'28"E	22°11'13"	C135	55.00	36.36	35.11	S41°30'50"E	27°27'50"
C26	1025.00	85.10	85.20	N20°10'31"E	4°46'01"	C79	60.00	21.35	21.14	S45°56'01"E	20°17'42"	C136	1500.00	13.20	13.20	S73°06'10"E	0°30'51"
C27	15.00	25.56	21.31	N62°47'28"E	99°40'00"	C80	60.00	24.00	22.92	S24°40'07"E	22°10'07"	C137	1500.00	50.02	50.02	S71°53'47"E	1°54'48"
C28	1025.00	63.58	63.57	S75°00'00"E	1°31'11"	C81	60.00	11.71	11.71	S61°18'29"W	81°11'17"	C138	1500.00	63.63	63.66	S66°43'27"E	2°25'55"
C29	15.00	15.12	14.48	S46°32'42"E	87°46'00"	C82	60.00	60.80	58.15	S84°01'34"W	5°58'01"	C139	1500.00	60.03	60.03	S65°21'42"E	2°17'55"
C30	60.00	309.49	309.49	N14°14'11"E	293°15'19"	C83	425.00	49.81	49.73	S33°09'40"E	97°24'42"	C140	1500.00	15.93	15.93	S65°54'40"E	0°16'30"
C31	15.00	15.12	14.49	S75°21'09"W	87°46'00"	C84	425.00	41.88	41.37	S60°02'27"E	5°42'45"	C141	1500.00	49.37	49.37	S70°46'09"E	1°49'29"
C32	475.00	60.48	60.47	S75°00'00"E	1°31'11"	C85	60.00	11.71	11.71	S61°18'29"W	81°11'17"	C142	1500.00	60.03	60.03	S66°43'27"E	2°25'55"
C33	15.00	21.21	21.21	N27°14'32"W	90°00'00"	C86	60.00	63.83	60.00	N72°11'30"W	60°00'00"	C143	1500.00	60.02	60.01	S66°44'01"E	2°13'06"
C34	60.00	278.81	277.57	N67°41'58"E	166°14'38"	C87	60.00	27.73	27.40	N29°10'40"W	16°28'48"	C144	1540.00	8.47	8.47	S65°16'56"E	0°30'33"
C35	15.00	22.56	20.49	S22°10'27"E	89°10'00"	C88	60.00	50.01	50.01	N20°11'12"E	19°40'49"	C145	1500.00	49.37	49.37	S72°12'10"E	1°49'29"
C36	15.00	26.30	23.66	S22°10'27"E	92°23'17"	C89	60.00	23.37	23.37	S61°18'29"W	22°10'07"	C146	1500.00	63.63	63.61	S70°20'50"E	0°16'30"
C37	375.00	74.84	74.82	N09°59'25"E	4°23'37"	C90	60.00	33.99	33.44	N61°29'02"E	32°27'46"	C147	60.00	16.63	16.58	S53°28'51"E	15°24'13"
C38	15.00	21.50	21.21	N21°12'12"W	90°00'00"	C91	60.00	62.87	60.00	S71°15'58"E	60°00'00"	C148	60.00	33.09	33.09	S33°47'01"E	15°24'13"
C39	175.00	22.11	22.29	N15°41'33"W	7°18'12"	C92	60.00	25.03	24.83	S29°16'47"E	2°13'43"	C149	60.00	33.00	33.59	S62°16'03"E	1°10'08"
C40	15.00	11.81	11.82	S75°00'00"E	53°10'11"	C93	60.00	31.00	31.00	S74°15'47"E	1°00'00"	C150	60.00	31.71	31.35	S55°58'50"W	36°17'02"
C41	60.00	309.25	309.25	N45°00'28"W	295°18'45"	C94	975.00	0.40	0.40	S72°39'06"E	87°33'09"	C151	60.00	31.71	31.59	S76°15'52"W	36°17'02"
C42	15.00	16.20	15.99	S18°22'27"E	62°10'14"	C95	1025.00	54.18	54.18	S74°15'57"E	3°01'14"	C152	60.00	63.37	60.07	N58°20'15"W	60°30'46"
C43	225.00	28.68	28.66	S78°11'18"E	7°18'12"	C96	1025.00	9.40	9.40	S72°18'17"E	3°31'32"	C153	60.00	51.21	49.67	N03°37'47"W	85°45'09"
C44	15.00	21.56	21.21	N62°47'28"E	99°10'00"	C97	57.80	63.86	60.00	S61°08'37"E	60°00'41"	C154	60.00	12.30	12.37	N54°12'53"E	12°07'13"
C45	1025.00	50.83	50.82	N19°11'42"E	2°50'28"	C98	55.00	47.00	45.65	S20°15'14"E	49°02'34"	C155	60.00	65.95	63.68	S80°01'56"E	62°58'11"
C46	14.00	23.96	21.49	S19°13'50"E	91°31'30"	C99	55.00	41.43	40.76	S19°09'50"W	45°09'31"	C156	60.00	29.07	28.70	S47°39'47"E	27°45'27"
C47	475.00	103.99	103.79	S54°54'44"E	12°37'30"	C100	55.00	9.90	9.89	S66°13'59"W	30°13'55"	C157	60.00	39.07	38.79	S15°54'21"E	27°49'27"
C48	15.00	23.45	21.82	N15°09'23"W	89°02'21"	C101	55.00	13.72	13.68	S75°08'02"E	1°17'48"	C158	60.00	47.49	46.50	N70°00'00"W	45°29'26"
C49	15.00	32.56	30.49	N69°5													

SAM WILDY SURVEY NO. 527
C.J. STROTHER SURVEY NO. 606
TRAVIS COUNTY, TEXAS
OCTOBER 2013



1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. NO. #2011067827
O.P.R.T.C.TX

1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. NO. #2011067827
O.P.R.T.C.TX

LEGEND

- X INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- CONCRETE MONUMENT SET
- SIDEWALK
- BUILDING LINE
- PUC PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- DE DRAINAGE EASEMENT
- WQ WATER QUALITY BMP EASEMENT
- FSL FENCE, SIGNAGE AND LANDSCAPE LAYOUT
- BM ELEVATION BENCHMARK

- S-1 349 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-2 2097 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-3 3859 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-4 284 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-5 874 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-6 4202 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX
- S-7 1077 SQUARE FEET SLOPE EASEMENT
DOC. NO. O.P.R.T.C.TX

SEE SHEET 5 OF 5 FOR SIGHT LINE EASEMENT DETAILS
SEE SHEET 3 OF 4 FOR CURVE TABLE
BEARING BASE: TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE, NAD 83 DATUM

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N09°09'32"E	35.88'	L12	N70°54'47"W	53.07'
L2	S29°46'23"E	44.13'	L13	N68°44'17"W	53.07'
L3	S72°45'18"E	42.40'	L14	N60°57'16"W	53.07'
L4	S51°14'38"E	30.81'	L15	N65°02'08"W	53.07'
L5	S64°18'28"W	54.00'	L16	N63°10'44"W	53.07'
L6	N39°49'29"W	43.42'	L17	N61°19'29"W	53.07'
L7	N07°19'41"W	63.65'	L18	N50°09'09"W	30.12'
L8	N27°19'07"E	23.23'	L19	S24°43'29"E	50.08'
L9	S17°00'37"W	27.55'	L20	S62°43'29"E	55.15'
L10	N21°09'37"E	47.10'	L21	N60°31'04"W	76.50'
L11	N40°31'04"W	76.50'	L22	S40°11'04"E	37.31'
L12	S40°11'04"E	37.31'	L23	N68°44'17"W	53.07'
L13	S40°09'09"W	37.41'	L24	S61°19'29"E	46.10'
L14	N40°31'04"W	30.85'	L25	S60°08'36"E	35.92'
L15	S81°17'43"W	42.29'	L26	S63°10'45"E	10.85'
L16	N24°16'41"E	50.24'	L27	S61°19'29"E	39.98'
L17	N27°05'13"E	50.06'	L28	S61°19'29"E	13.09'
L18	S29°47'21"E	50.06'	L29	S60°08'36"E	35.92'
L19	N32°19'03"E	60.63'	L30	S60°08'36"E	13.45'
L20	S11°57'50"W	50.31'	L31	S63°10'45"E	36.55'
L21	S30°56'54"E	71.45'	L32	S62°46'54"E	68.85'

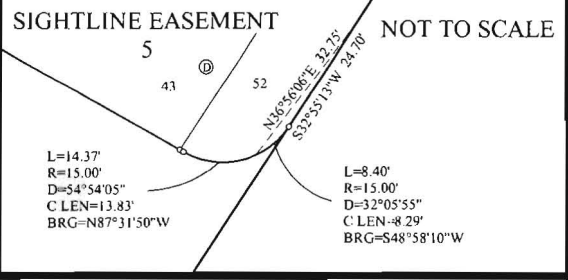
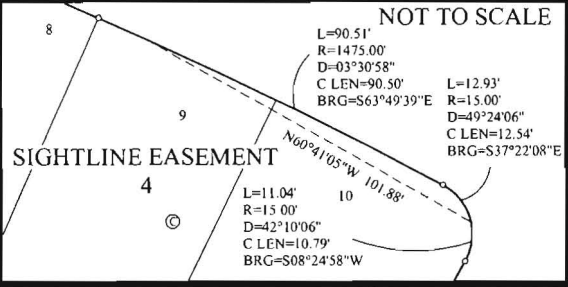
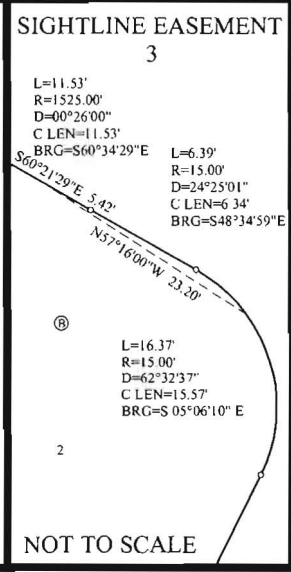
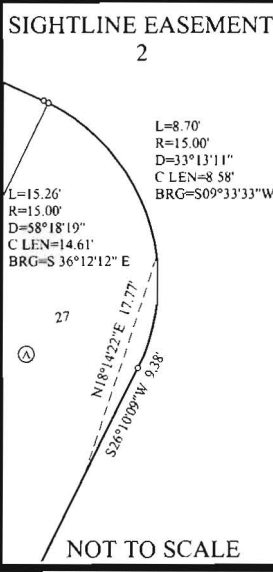
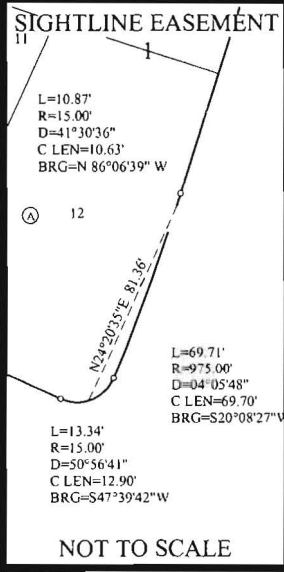
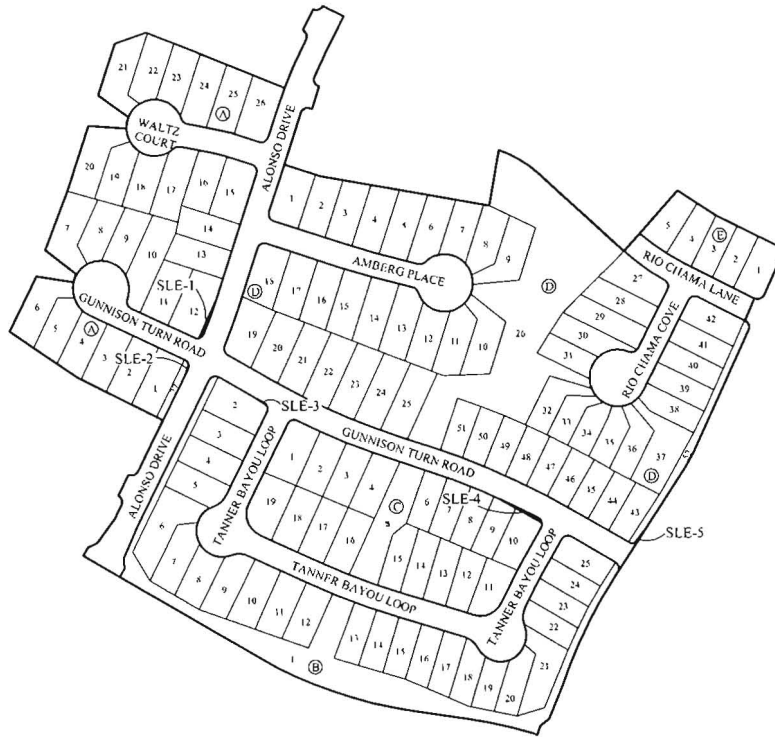


8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SWEETWATER RANCH SECTION ONE VILLAGE I

SHEET
4
OF
5

SIGHTLINE EASEMENT LOCATIONS AND DETAILS
NOT TO SCALE



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between WS – COS DEVELOPMENT, LLC, a Delaware limited liability company (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 "**Sweetwater Section One, Village I**" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment

to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider:	WS – COS Development, LLC 5348 Pedernales Summit Parkway Austin, TX 78738 ATTN: Lawrence Settanni, Vice President
County:	Transportation & Natural Resources Department P.O. Box 1748 Austin, Texas 78767 Attn: Executive Manager
Copy to:	Travis County Attorney's Office P.O. Box 1748 Austin, Texas 78767

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:

WS-COS DEVELOPMENT, LLC,
a Delaware limited liability company

By: WSI(II)-COS, LLC, a Delaware limited liability company, Its Managing Member

By: J. Robert Long
J. Robert Long, Authorized Signatory

Date: 9/18/12

County Judge

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

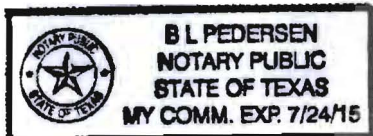
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, in the capacity stated herein.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. Robert Long, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of J. Robert Long
2012.



B L Pedersen
Notary Public in and for the State of Texas

EXHIBIT "A"

See attached legal description

After Recording Return to:
Executive Manager
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

DESCRIPTION OF A 32.162 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2012, AND LOCATED IN THE SAM WILDY SURVEY NUMBER 527 AND THE C. J. STROTHER SURVEY NUMBER 606, BOTH IN TRAVIS COUNTY, TEXAS AND BEING A REMAINDER PORTION OF A 1379.351 ACRE TRACT CONVEYED TO WS-COS DEVELOPMENT, LLC. AS DESCRIBED IN DOCUMENT NUMBER 2011067827, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS SAID 32.162 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north right of way (ROW) of Pedernales Summit Parkway (70' ROW), same being a south line of said 1397.586 acre tract, for the **POINT OF BEGINNING**, and from which a 1/2 inch iron rod with "Delta Survey" cap set for the current northwest terminus of the north ROW line of Pedernales Summit Parkway bears N60°02'19"W a distance of 1.00 feet;

THENCE leaving said ROW line and crossing said 1379.351 acre tract the following fifty four (54) courses and distances:

1. N29°57'41"E, a distance of 20.00 feet to a calculated point,
2. N64°57'41"E, a distance of 21.60 feet to a calculated point,
3. N36°29'12"E, a distance of 64.22 feet to a calculated point,
4. N26°10'09"E, a distance of 31.23 feet to a calculated point,
5. With the arc of a curve to the left a distance of 23.56 feet, through a central angle of 90°00'00", having a radius of 15.00 feet, and whose chord bears N18°49'51"W, a distance of 21.21 feet to a calculated point;
6. N26°10'09"E, a distance of 50.00 feet to a calculated point,
7. With a curve to the left a distance of 23.56 feet, through a central angle of 90°00'00", having a radius of 15.00 feet, and whose chord bears N71°10'09"E, a distance of 21.21 feet to a calculated point;
8. N26°10'09"E, a distance of 120.21 feet to a calculated point,
9. N63°49'51"W, a distance of 203.91 feet to a calculated point,
10. N56°05'30"W, a distance of 172.67 feet to a calculated point,
11. N26°10'09"E, a distance of 128.74 feet to a calculated point,
12. S81°13'24"E, a distance of 79.93 feet to a calculated point,
13. With a curve to the right a distance of 18.17 feet, through a central angle of 17°20'53", having a radius of 60.00 feet, and whose chord bears N22°09'53"E, a distance of 18.10 feet to a calculated point;
14. N52°52'51"W, a distance of 83.56 feet to a calculated point,
15. N20°53'58"E, a distance of 133.17 feet to a calculated point,
16. N17°47'28"E, a distance of 145.00 feet to a calculated point,
17. S86°20'55"E, a distance of 81.21 feet to a calculated point,
18. With a curve to the right a distance of 25.35 feet, through a central angle of 24°12'13", having a radius of 60.00 feet, and whose chord bears N10°04'29"E, a distance of 25.16 feet to a calculated point;

19. N54°37'46"W, a distance of 79.06 feet to a calculated point,
20. N17°47'28"E, a distance of 115.00 feet to a calculated point,
21. N69°55'05"E, a distance of 70.61 feet to a calculated point,
22. S68°06'56"E, a distance of 316.33 feet to a calculated point,
23. With a curve to the right a distance of 46.38 feet, through a central angle of 2°35'33", having a radius of 1025.00 feet, and whose chord bears N21°55'43"E, a distance of 46.38 feet to a calculated point;
24. S66°46'30"E, a distance of 50.00 feet to a calculated point,
25. With a curve to the left a distance of 25.29 feet, through a central angle of 96°35'33", having a radius of 15.00 feet, and whose chord bears S25°04'17"E, a distance of 22.40 feet to a calculated point;
26. S16°37'57"W, a distance of 50.00 feet to a calculated point,
27. N73°22'03"W, a distance of 5.87 feet to a calculated point,
28. With the arc of a curve to the left a distance of 23.09 feet, through a central angle of 88°11'47", having a radius of 15.00 feet, and whose chord bears S62°32'03"W, a distance of 20.88 feet to a calculated point;
29. With a compound curve to the left a distance of 10.97 feet, through a central angle of 0°38'42", having a radius of 975.00 feet, and whose chord bears S18°06'49"W, a distance of 10.97 feet to a calculated point;
30. S17°47'28"W, a distance of 104.45 feet to a calculated point,
31. S72°12'32"E, a distance of 81.60 feet to a calculated point,
32. S80°07'56"E, a distance of 363.32 feet to a calculated point,
33. N09°52'04"E, a distance of 119.28 feet to a calculated point,
34. With a curve to the right a distance of 95.21 feet, through a central angle of 24°14'42", having a radius of 225.00 feet, and whose chord bears S59°53'26"E, a distance of 94.50 feet to a calculated point;
35. S47°46'05"E, a distance of 241.37 feet to a calculated point,
36. With the arc of a curve to the left a distance of 7.38 feet, through a central angle of 0°53'26", having a radius of 475.00 feet, and whose chord bears S48°12'48"E, a distance of 7.38 feet to a calculated point;
37. N41°11'00"E, a distance of 50.00 feet to a calculated point,
38. N41°21'35"E, a distance of 120.70 feet to a calculated point,
39. S57°08'04"E, a distance of 97.74 feet to a calculated point,
40. S63°37'52"E, a distance of 161.02 feet to a calculated point,
41. S24°25'33"W, a distance of 1.70 feet to a calculated point,
42. S24°25'33"W, a distance of 102.86 feet to a calculated point,
43. With the arc of a curve to the right a distance of 24.07 feet, through a central angle of 91°56'35", having a radius of 15.00 feet, and whose chord bears S70°23'51"W, a distance of 21.57 feet to a calculated point;
44. S14°02'10"E, a distance of 0.00 feet to a calculated point,
45. S23°15'43"W, a distance of 50.07 feet to a calculated point,
46. With a curve to the right a distance of 23.05 feet, through a central angle of 88°03'25", having a radius of 15.00 feet, and whose chord bears S19°36'09"E, a distance of 20.85 feet to a calculated point;

47. S24°25'33"W, a distance of 279.65 feet to a calculated point,
48. With the arc of a curve to the right a distance of 40.77 feet, through a central angle of 8°29'40", having a radius of 275.00 feet, and whose chord bears S28°40'23"W, a distance of 40.73 feet to a calculated point;
49. S32°55'13"W, a distance of 274.78 feet to a calculated point,
50. With the arc of a curve to the left a distance of 260.13 feet, through a central angle of 14°32'26", having a radius of 1025.00 feet, and whose chord bears S25°39'00"W, a distance of 259.43 feet to a calculated point;
51. S22°48'07"W, a distance of 61.71 feet to a calculated point,
52. S16°54'23"W, a distance of 6.39 feet to a calculated point,
53. S51°53'54"W, a distance of 24.41 feet to a calculated point, and
54. S16°54'23"W, a distance of 20.00 feet to a calculated point in the north ROW line of said Pedernales Summit Parkway, same being a south line of said 1379.351 acre remainder tract;

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

1. N73°05'37"W, a distance of 7.25 feet to a 1/2 inch iron rod with "Delta Survey" cap found,
2. With the arc of a curve to the left a distance of 149.16 feet, through a central angle of 8°48'38", having a radius of 970.00 feet, and whose chord bears N77°29'56"W, a distance of 149.01 feet to a 1/2 inch iron rod with "Delta Survey" cap found;
3. N81°54'15"W, a distance of 116.17 feet to a 1/2 inch iron rod with "Delta Survey" cap found,
4. With the arc of a curve to the right a distance of 343.47 feet, through a central angle of 21°51'57", having a radius of 900.00 feet, and whose chord bears N70°58'17"W, a distance of 341.39 feet to a 1/2 inch iron rod with "Delta Survey" cap found;
5. N60°02'19"W, a distance of 430.78 feet to the **POINT OF BEGINNING** and containing 32.162 acres of land more or less.

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