



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By: Joe L. Arriaga **Phone #:** (512) 854-7562

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

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on the following requests in Precinct Four:

- A) Approval of a Preliminary Plan submitted for Addison - US Highway 183 and Dee Gabriel Collins Road consist of 620 total lots (603 single-family, 1 commercial lot, 1 multi-family, 1 amenity, 12 open-space, and 2 landscape lots) in the City of Austin 2-mile Extra Territorial Jurisdiction (ETJ);
- B) Phasing Agreement for Addison Preliminary Plan;
- C) Travis County Parks License Agreement for use of a driveway;
- D) A plat for recording - Addison Section 1- Final Plat (Long Form - 140 total lots - 60.13 acres - 132 single-family lots, 6 open space, landscape and drainage lots, 1 amenity lot, and 1 commercial lot) - US Highway 183 - City of Austin 2-mile ETJ;
- E) A Subdivision Construction Agreement between;
- F) Indemnification Agreement between for funding of improvements to US Highway 183 as required by TxDot; and
- G) Advanced Funding Agreement (AFA) for the Voluntary Transportation Improvement Projects with the State of Texas and Travis County.

BACKGROUND/SUMMARY OF REQUEST:

A. Addison Preliminary Plan:

The applicant, CARMA Properties Westport L.L.C., is requesting approval of a Preliminary Plan located in Travis County and in the City of Austin 2-mile ETJ. The plan is composed of 620 lots on 194.41 acres located near and northwest of the intersection of US Highway 183 and Dee Gabriel Collins Road. The proposed subdivision includes 603 single-family lots, 12 open-space and 2 landscape lots, 1 amenity lot, 1 multi-family, and 1 commercial lot. The applicant has secured a service extension from the City of Austin to provide water and wastewater to the proposed development. The applicant has sent a "Non-residential Development Notice" addressing the proposed commercial lot as required by Travis County development regulations.

Previously approved variances and administrative waivers:

The applicant requested a variance to Chapter 64.121(11)(B), Travis County regulations for floodplain management to alter a floodplain prior to receiving a Conditional Letter of map revision from the Federal Emergency Management Agency. This variance was granted by the Travis County Commissioners Court on October 15, 2013.

In addition, the applicant was granted the following administrative waivers to Title 30: Land Development Code (LDC): LDC 30-2-153, Block Length and LDC 30-2-158, "Subdivision Access Streets".

Environmental Variances approved by the City of Austin:

- (1) An administrative variance to allow cut/fill up to 8 feet per LDC 30-5-42(B)(6);
- (2) An administrative variance to allow cut/fill over 4 feet for the construction of drainage and water quality ponds per LDC 30-5-42(B) (5); and
- (3) An administrative variance to allow roadway construction across the Critical Water Quality Zone (CWQZ) per LDC 30-5-262(C).

B. Phasing Agreement:

The applicant has agreed to enter into a Phasing Agreement with Travis County for certain transportation improvements associated with the development. The developer has agreed to the following:

- (1) Improve the northbound left lane of US Highway 183 to achieve extra storage length which includes widening the bridge at Cottonmouth Creek;
- (2) Post fiscal for proposed improvements to the turn lane of US highway 183;
- (3) After the 151st lot is platted, the developer shall construct the southbound turning lane into US Highway 183;
- (4) Developer will enter into an AFA with Travis County and TxDOT for all the improvements to US Highway 183 mentioned above;
- 5) Prior to recording the 151st single-family lot, the developer shall post fiscal for the costs of design and construction of the improvements to US Highway 183;
- (6) Upon the construction of Kara Drive at Dee Gabriel Collins Road, an eastbound left lane shall be constructed concurrently with the construction of that intersection;
- (7) Prior to the recordation of plat containing Kara Drive and Dee Gabriel Collins Road, the developer shall post fiscal with Travis County for the cost of construction of the improvements made to the intersection of Kara Drive at Dee Gabriel Collins Road;
- (8) Developer shall pay for a signal light when the traffic counts are warranted for the intersection of Annalise Drive at US Highway 183;
- (9) Prior to recordation of the last final plat or when requested by TxDOT, whichever comes first, the developer shall pay for one warrant study to be conducted for the intersection of US Highway 183 at Annalise Drive;

(10) Prior to final plat recordation or when warranted, the developer shall post fiscal for cost of design and constructions any traffic improvements for the intersection of US Highway 183 at Annalise Drive;

(11) Developer shall post and maintain fiscal security for 100 percent of the cost to construct streets, drainage, and other improvements identified in the final plat until such improvements have been conditionally accepted by the City of Austin and Travis County; and

(12) As per Travis County Fire Marshal's Office after the development of the 30th residential lot, the developer shall provide at least two access roads in and out of the developments, meeting the requirements of Appendix D of the 2009 International Fire Code.

C. Travis County Park License Agreement:

The License Agreement allows for the provision of a secondary emergence access and egress location prior to the connection to Dee Gabriel Collins Road to the south. The applicant has been granted an administrative waiver to Title 30, City of Austin and Travis County subdivision regulations, Section 30-2-158, "Subdivision Access Streets" on the basis that the applicant provides a secondary emergency fire apparatus access road in conformance with the requirements of the Travis County Fire Marshal's Office. The subject License Agreement provides a secondary emergency access through the County owned tract locally known as the "Old Travis County Satellite Four/Roadway and Bridge Office" on US Highway 183. The License Agreement will be terminated upon the construction of a second access location on Dee Gabriel Collins Road during a subsequent phase of development of the Addison Subdivision.

D. Final Plat:

The long form final plat consists of 140 total lots (132 single-family lots, 6 open space, landscape and drainages lots, 1 amenity lot, and 1 commercial lot) on 60.13 acres. The property is located in the City of Austin's 2-mile ETJ. There are 6,116 linear feet of public streets being proposed with this final plat. Parkland fees totaling \$19,025.00 have been paid to Travis County and fiscal surety has been posted. Water and wastewater service are to be provided by the City of Austin.

E. Subdivision Construction Agreement:

The developer has entered into an agreement with Travis County to construct all subdivision infrastructure i.e. streets, drainage, water quality ponds, and sidewalks etc.

F and G. Indemnification Agreement and AFA:

TxDOT has prepared an AFA for improvements on US Highway 183 related to the development of the Addition Subdivision Project. TxDOT does not accept fiscal directly from the development community, instead requiring the fiscal to be passed through a local jurisdiction. TxDOT requires the local jurisdiction to sign an AFA, making that jurisdiction the responsible party for the project costs. The project improvements include improving the northbound left turn lane of US Highway 183 to achieve extra storage length which includes widening the bridge at Cottonmouth Creek.

When Travis County is asked to sign an AFA, it requires the developers to sign Indemnification Agreement. The Indemnification Agreement passes the obligations and liabilities that the AFA placed on the County back to the developer. The estimated cost to the developer for this project is \$527,270 with \$128,900 of that amount to be paid by the developer directly to the consultants for project design. The developer will be responsible for any cost overruns. TNR recommends this motion.

STAFF RECOMMENDATIONS:

With an approval of the Phasing Agreement, Parks License Agreement, Indemnification Agreement, and AFA by Commissioners Court, the Preliminary Plan and final plat meets all Title 30 LCD's subdivision requirements. The Preliminary Plan and final plat were approved by the City of Austin Zoning and Platting Commission (ZAP) on November 15, 2013, and, with the approval of the aforementioned agreements, it meets all the City of Austin and Travis County single-office subdivision standards; therefore, TNR recommends approval.

ISSUES AND OPPORTUNITIES:

TNR has received one phone call from an adjacent property owner who owns property on US Highway 183 adjacent to the proposed development and who was concerned about the potential for a resulting increase of area property values. No other property owners spoke at the City of Austin ZAP public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map

Precinct Map
 Preliminary Plan
 Phasing Agreement
 Parks License Agreement
 Final Plat
 Subdivision Construction Agreements
 Indemnification Agreement
 Advanced Funding Agreement

REQUIRED AUTHORIZATIONS:

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

CC:

SM:B:ja
1101 - Development Services Long Range Planning - Addison

MCKINNEY FALLS PKWY

BURLESON RD

PROJECT AREA

US HWY 183

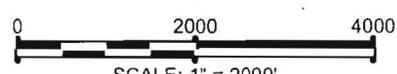
DEE GABRIEL COLLINS RD

FM 812

COLTON-BLUFF SPRINGS RD

FM 1625

US HWY 183



SCALE: 1" = 2000'



Travis County
Tax Office

Voter Registration
Division

512-854-9473



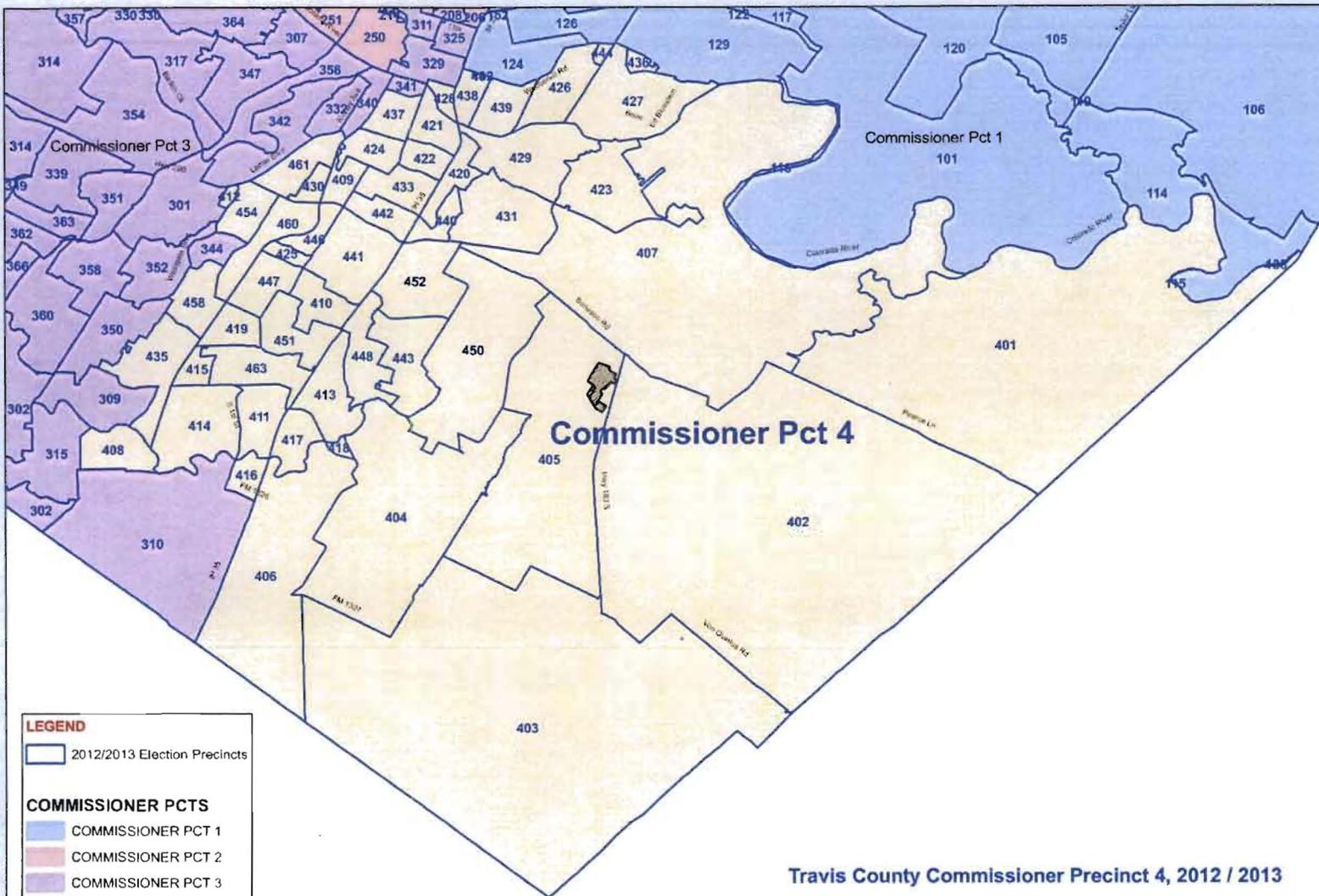
Print Date: 10/1/2013



TRAVIS COUNTY
PRECINCTS

This map was created by the Travis County Voter Registration Department as a working tool and is not warranted for any other use. No warranty is made regarding its accuracy and completeness. If you are making any public use of this map, you should provide accurate maps and data, because revisions and errors may occur. Thank you for your consideration.

Travis County Commissioner Precinct 4, 2012 / 2013

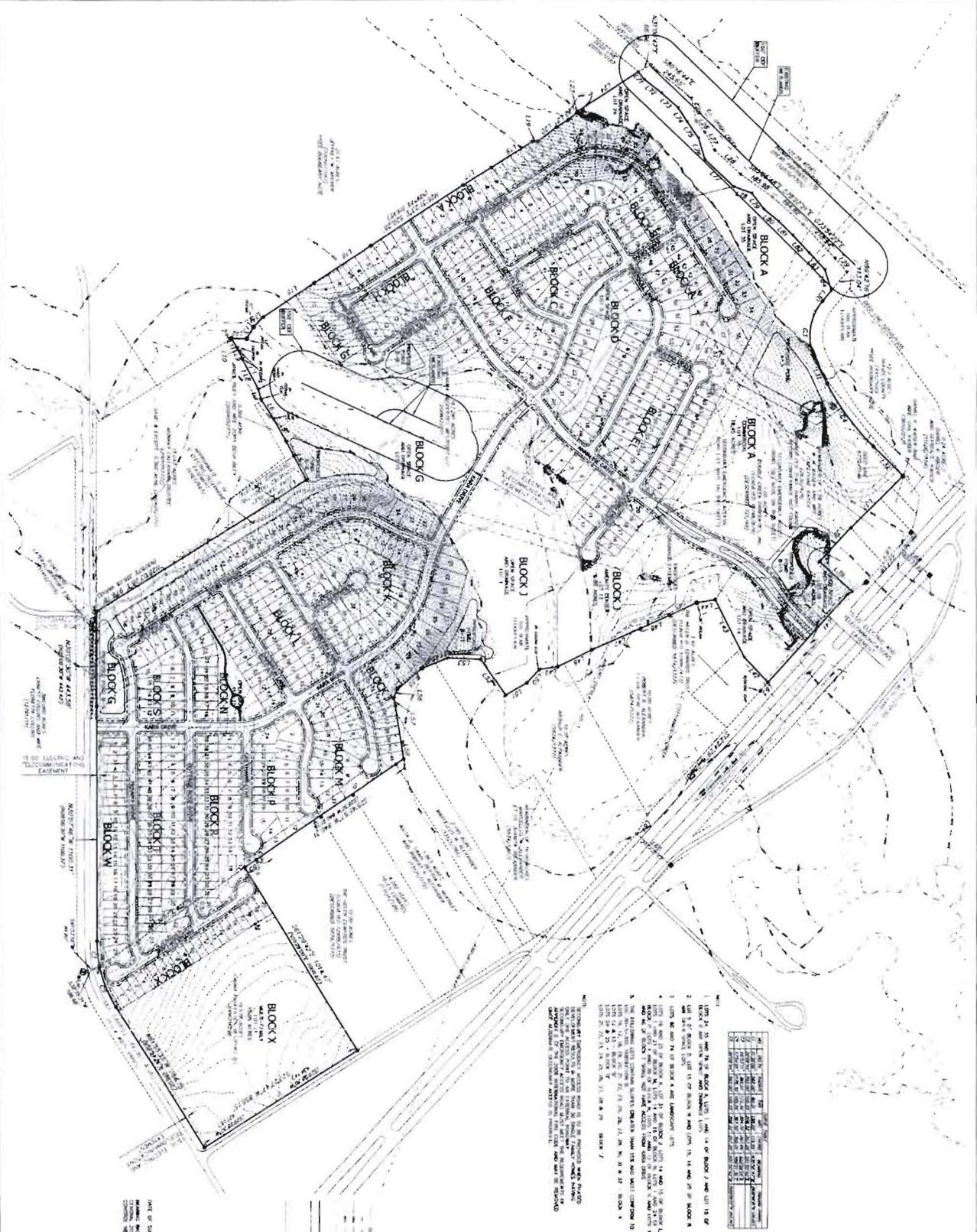


LEGEND

2012/2013 Election Precincts

COMMISSIONER PCTS

- COMMISSIONER PCT 1
- COMMISSIONER PCT 2
- COMMISSIONER PCT 3
- COMMISSIONER PCT 4



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN OVERALL	03/20/12
2	REVISION	04/10/12
3	REVISION	05/15/12
4	REVISION	06/20/12
5	REVISION	07/25/12
6	REVISION	08/30/12
7	REVISION	09/10/12
8	REVISION	10/15/12
9	REVISION	11/20/12
10	REVISION	12/25/12
11	REVISION	01/30/13
12	REVISION	02/20/13
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Brookfield Residential

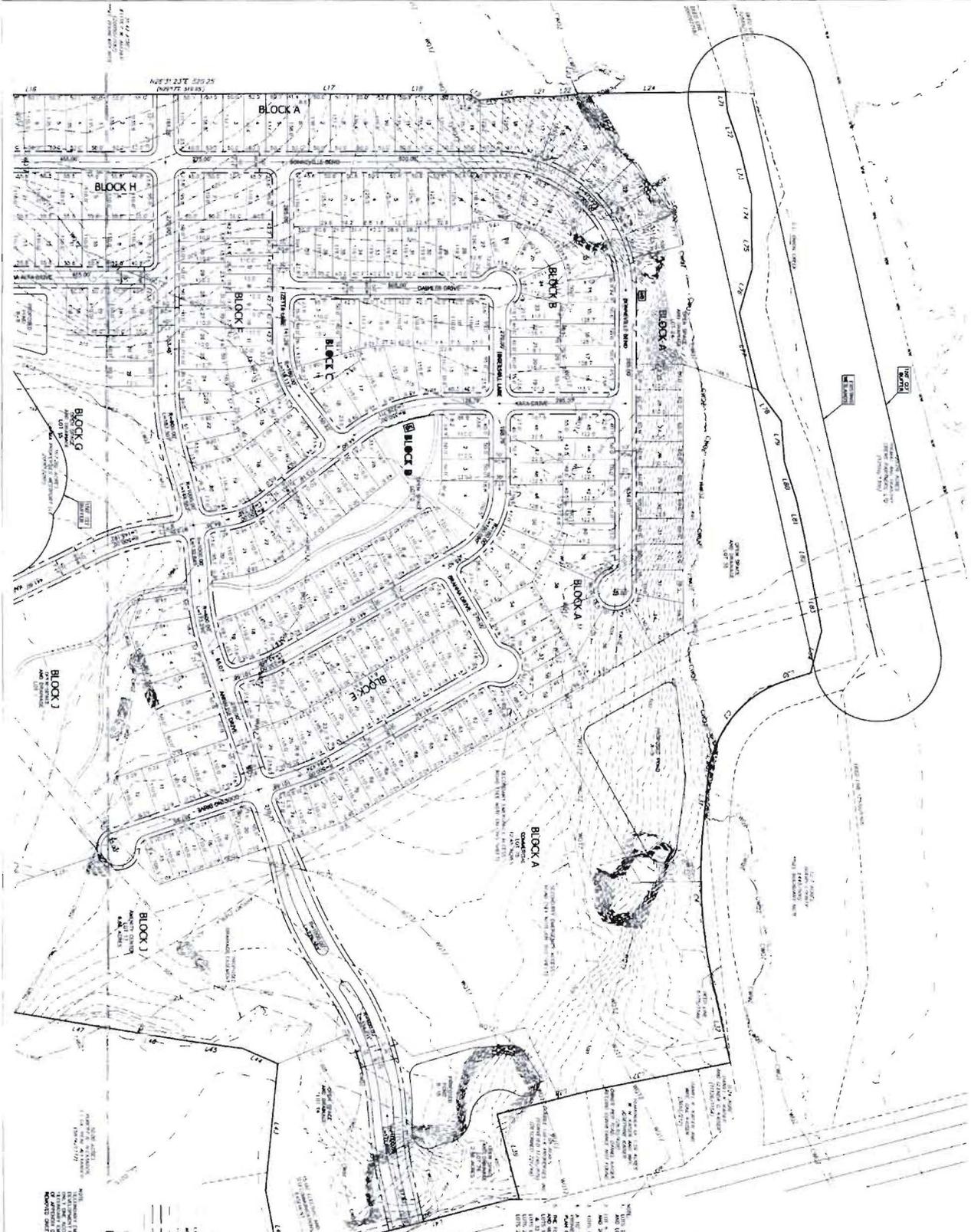
PRELIMINARY PLAN OVERALL

ADDISON
AUSTIN, TRAVIS COUNTY, TEXAS



PELTON
LAND SOLUTIONS

110 WILD BAYON ROAD
SUITE 200A
AUSTIN, TX 78746
PHONE: 512-81-1770
TX PERM NO 12207



LEGEND

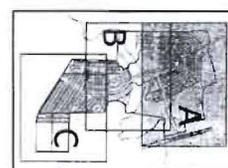
- EXISTING UTILITIES
- PROPOSED UTILITIES
- WATER SERVICE
- SEWER SERVICE
- GAS SERVICE
- TELEPHONE SERVICE
- POWER SERVICE
- OPEN SPACE
- PROPOSED DRIVEWAYS
- PROPOSED DRIVEWAYS

THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE DEVELOPER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CITY OF AUSTIN, TEXAS, IS THE REVIEWING AGENCY FOR THIS PLAN.

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DEVELOPER: BROOKFIELD RESIDENTIAL
 ARCHITECT: [Faded]
 ENGINEER: [Faded]
 SHEET: 04
 OF 06

Brookfield Residential

PRELIMINARY PLAN A
 ADDISON
 AUSTIN, TRAVIS COUNTY, TEXAS



PELTON
 LAND SOLUTIONS
 110 WILD BASIN ROAD
 SUITE 200A
 AUSTIN, TX 78746
 PHONE: 817-453-7706
 TX FIRM NO. 12207

ADDISON

PHASING AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between Carma Properties Westport LLC, a Texas limited liability company (the “**Developer**”), and Travis County, Texas (the “**County**”), hereinafter collective referred to as the “**Parties**”.

WHEREAS, the Developer is in the process of subdividing that certain tract of land described in Exhibit A which is attached hereto and made a part hereof (the “**Property**”), which Developer has designated as ADDISON; and

WHEREAS, the Property is located in the County and in the extra-territorial jurisdiction (the “**ETJ**”) of the City of Austin, Texas (the “**City**”); and

WHEREAS, access to the Property is provided by US Highway 183 and Dee Gabriel Collins Road and the development of the Property will create the need for improvements to these roadways; and

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

WHEREAS, the Developer has currently submitted a Preliminary Plan for the entire project; and

WHEREAS, it is contemplated that the Developer will subsequently submit for County approval final plats and construction plans for the streets, drainage, and other improvements for the duration of the Addison subdivision; and

WHEREAS, the Developer and the County desire to provide for the orderly development of the Property and to maintain the local infrastructure based on the recommendations provided in the Developer’s Traffic Impact Analysis (dated October 2013), which improvements include construction of a southbound right turn lane on US Highway 183 at Annalise Drive, construction of a traffic signal at Annalise Drive at US Highway 183 when warranted, construction on the northbound lanes of US Highway 183 to accommodate an extension to the existing northbound left turn lane into Annalise Drive, and an eastbound left turn lane on Dee Gabriel Collins Road at Kara Drive;

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

I. DEVELOPER OBLIGATIONS

- a. In the phased development of the property, the Developer will complete the construction of street and drainage improvements in each section of Addison subdivision to County standards per the requirements of Title 30 of the Code of the City.
- b. Concurrent with the first section of development within Addison that connects to US Hwy 183, the storage length for the existing northbound left turn lane on US Hwy 183 must be extended to meet current Texas Department of Transportation (TxDOT) design criteria. The improvements to achieve the extra storage length needed will include widening the existing US Hwy 183 bridge crossing Cottonmouth Creek.
- c. Prior to the approval of the TxDOT driveway permit on US Highway 183 for Annalise Drive, the developer must post fiscal with Travis County for the cost of design and construction of the improvements listed above in Section I.b and an Advanced Funding Agreement (AFA) must be approved for these improvements between Travis County and TxDOT.
- d. When the number of platted single-family lots in Addison subdivision exceeds 150, a southbound right turn lane on US Highway 183 should be constructed concurrently with the subdivision infrastructure to service those lots.
- e. Prior to the recordation of the final plat which would increase the cumulative number of platted single-family lots in Addison subdivision to more than 150, the developer will post fiscal with Travis County for the costs of design and construction of the improvements listed above in Section I.d.
- f. Upon construction of the intersection of Kara Drive at Dee Gabriel Collins Road, an eastbound left turn lane on Dee Gabriel Collins Road will be constructed concurrently with the construction at that intersection. See Exhibit B.
- g. Prior to the recordation of the final plat containing the intersection of Kara Drive with Dee Gabriel Collins Road, the Developer will post fiscal with Travis County for the cost of construction of the improvements listed above in Section I.f.
- h. When warranted, a signal should be constructed at the intersection of Annalise Drive and US Highway 183.
- i. Prior to recordation of the final plat containing the last unplatted single family lot shown within the Addison Preliminary Plan (“**Final Addison Plat Recordation**”) or when requested by TxDOT, whichever comes earlier, the Developer will cause and pay for one warrant study meeting TxDOT requirements to be conducted for the US Highway 183 intersection at Annalise Drive.

- j. Prior to Final Addison Plat Recordation or when warranted, whichever comes earlier, the Developer will post fiscal with Travis County for the cost of design and construction of the improvements listed in Section 1.h.
- k. The Developer must post and maintain fiscal security in a form and amount acceptable to the County for 100 % of the cost to construct the streets, drainage, and other improvements identified in the final plat for Addison subdivision until such improvements have been completed and have been conditionally accepted by the City/County. During the one-year maintenance period, the fiscal is reduced to approximately 10% as outlined in Section 4 below. This includes, without limitation, the fiscal required per Section 1.g above.
- l. Per the Travis County Fire Marshal's office, after the development of the 30th residential lot, the subdivision must have at least two access roads meeting the requirements of Appendix D of the 2009 International Fire Code from the development to an existing public roadway. The access road(s) must be shown in the subdivision construction plans. Where only one access road is constructed with the early phases of development, a secondary fire access road may be constructed in an access easement dedicated by separate instrument, such as shown on Exhibit B.

2. COUNTY OBLIGATIONS

The County will:

- a. upon the execution of this Agreement, approve the Preliminary Plan for Addison subdivision;
- b. subject to compliance with applicable standards and the performance by the Developer of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of Addison subdivision;
- c. as applicable, enter into an Advanced Funding Agreement with the Texas Department of Transportation for the improvements listed in Sections 1.b, 1.d, and 1.h above; and
- d. with the approval of TxDOT, if there is no determination by TxDOT on or before the third anniversary of the Final Addison Plat Recordation that a signal is warranted at the intersection of Annalise Drive and US Highway 183, fully release to Developer the full amount of the fiscal posted by Developer per Section 1.j above.

3. CONSTRUCTION SECURITY POSTING

The Developer shall post the required fiscal security with the City simultaneously with final plat approval of each said phases. The Developer may post an equal amount with the County as a substitute if allowable by the City, and if the City will release the amount posted with it upon the substitute posting being received by the County.

4. ACCEPTANCE BY COUNTY

The Developer acknowledges that the public roadways and other improvements within the Addison subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developer agrees to leave its 10% fiscal security posted with the City or with the County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City.

5. RELEASE AND INDEMNITY

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 the Developer under the terms of this Agreement.

6. MISCELLANEOUS

- a. Beneficiaries: This Agreement will bind and inure to the benefit of the parties hereto 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. This Agreement will not affect the title to the land conveyed to purchasers of individual lots in a phase of the Addison 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 both Parties hereto. NO OFFICIAL, AGENT OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONER'S 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 consent will not be unreasonably withheld or unduly delayed by the County.

- 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 to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party. (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after 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. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Developer: Carma Properties Westport LLC
Attn: Chad Matheson
9737 Great Hills Trail, Suite 260
Austin, Texas 78759

With a required copy to: DuBois, Bryant & Campbell LLP
Attn: E. Scott Linberry
700 Lavaca, Suite 1300
Austin, Texas 78701

Travis County: Steve M. Manilla,
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

With required copy to: David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.000

The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly

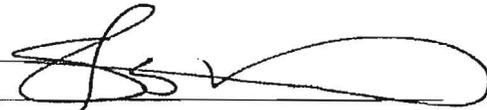
performable in Travis County, Texas and concerns real property located in Travis County.

- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. Number and gender: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement.

[signatures follow in the next page]

EXECUTED on the dates set forth in the acknowledgments below to be effective as of the later of the dates set forth in the acknowledgments below.

CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Name: SHAWN E. CRANSTON, P.Eng.
Title: VICE PRESIDENT OPERATIONS

State of Texas

County of Travis

This instrument was acknowledged before me on the 4 of December, 2013, by Shawn Cranston, VP operations, of Carma Properties Westport LLC, a Texas limited liability company, on behalf of such limited liability company.


Notary Public, State of Texas



TRAVIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

State of Texas

County of Travis

This instrument was acknowledged before me on the ____ of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public, State of Texas

After Recording Return to:

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

Exhibit A
Property

[metes and bounds for Addison subdivision attached]



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**194.409 ACRES
CARMA PROPERTIES WESTPORT LLC
SANTIAGO DEL VALLE GRANT**

A DESCRIPTION OF 194.409 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 165.238 ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED TO CARMA PROPERTIES WESTPORT LLC, DATED JUNE 29, 2006 AND RECORDED UNDER DOCUMENT NO. 2006122815 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 19.678 ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED TO CARMA PROPERTIES WESTPORT LLC, DATED NOVEMBER 6, 2006 AND RECORDED UNDER DOCUMENT NO. 2006216208 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF A 5.36 ACRE TRACT AND A 4.41 ACRE TRACT CONVEYED TO GARY VIKTORIN AND WIFE, DEBBIE VIKTORIN IN A WARRANTY DEED WITH VENDOR'S LIEN DATED APRIL 1, 1981, RECORDED IN VOLUME 7372, PAGE 594 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, CORRECTED IN VOLUME 8181, PAGE 321 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1851, PAGE 440 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 194.409 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the intersection of the west right-of-way line of Colton Road (right-of-way width varies) and the north right-of-way line of Dee Gabriel Collins Road (right-of-way width varies), for the southeast corner of the said 19.678 acre tract;

THENCE with the north right-of-way line of Dee Gabriel Collins Road and the south line of the said 19.678 acre tract, the following two (2) courses and distances:

1. North 61°55'35" West, a distance of 784.75 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the right, having a radius of 592.00 feet, a delta angle of 20°09'44", an arc length of 208.32 feet, and a chord which bears North 51°50'42" West, a distance of 207.25 feet to a 1/2" rebar with "Chaparral" cap found for the southwest corner of the said 19.678 acre tract, being the southeast corner of the said 165.238 acre tract;

THENCE with the north right-of-way line of Dee Gabriel Collins Road and the south line of said 165.238 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 592.00 feet, a delta angle of $11^{\circ}38'00''$, an arc length of 120.20 feet, and a chord which bears North $35^{\circ}56'47''$ West, a distance of 119.99 feet to 1/2" rebar with "Chaparral" cap found;
2. North $30^{\circ}07'46''$ West, a distance of 1100.31 feet to a 1/2" rebar found in the east line of the said 4.41 acre tract, being also the southwest corner of the said 165.238 acre tract;

THENCE North $30^{\circ}05'30''$ West crossing the said 4.41 and said 5.36 acre tracts, with the north right-of-way line of Dee Gabriel Collins Road, a distance of 443.58 feet to a 1/2" rebar found in the west line of the said 5.36 acre tract, being also the southeast corner of a 15.043 acre tract described in Document No. 2001052772 of the Official Public Records of Travis County, Texas;

THENCE North $28^{\circ}03'28''$ East with the west line of the said 5.36 acre tract and the east line of the said 15.043 acre tract, and continuing with the east line of a 1.104 acre tract described in Volume 3977, Page 616 of the Deed Records of Travis County, Texas, a distance of 979.78 feet to a 1/2" rebar found for the northwest corner of the said 5.36 acre tract, being a southwest corner of the said 165.238 acre tract;

THENCE with the common line of the said 165.238 acre tract and the north line of the said 1.104 acre tract the following two (2) courses and distances:

1. North $27^{\circ}23'26''$ East, a distance of 185.48 feet to a 1/2" rebar found for the northeast corner of the said 1.104 acre tract;
2. North $57^{\circ}30'26''$ West, a distance of 126.63 feet to a 1/2" rebar found for the northwest corner of the said 1.104 acre tract, being the northeast corner of a 0.366 acre tract described in Document No. 2001052771 of the Official Public Records of Travis County, Texas;

THENCE with the south line of the said 165.238 acre tract and the north line of said 0.366 acre tract the following three (3) courses and distances:

1. North $57^{\circ}30'26''$ West, a distance of 78.94 feet to a 60d nail found;
2. North $59^{\circ}05'46''$ West, a distance of 121.45 feet to a 60d nail found in a live oak tree;
3. North $62^{\circ}41'45''$ West, a distance of 107.88 feet to a 60d nail found in a cedar elm tree in the north line of the said 15.043 acre tract;

THENCE with the south line of the said 165.238 acre tract and the north line of said 15.043 acre tract, the following five (5) courses and distances:

1. North 45°10'14" West, a distance of 49.18 feet to a 60d nail found in a hackberry tree;
2. North 57°59'40" West, a distance of 161.23 feet to a 60d nail found in a pecan tree;
3. North 51°17'15" West, a distance of 36.12 feet to a 60d nail found in a pecan tree;
4. North 60°49'43" West, a distance of 21.54 feet to a 60d nail found in a yaupon tree;
5. North 64°10'40" West, a distance of 51.36 feet to a 1/2" iron pipe found for the southwest corner of the said 165.238 acre tract, being the northwest corner of the said 15.043 acre tract, being also a point in the east line of a 21.47 acre tract described in Document No. 2005077187 of the Official Public Records of Travis County, Texas;

THENCE with the west line of the said 165.238 acre tract, the following three (3) courses and distances:

1. North 60°26'29" East, a distance of 74.27 feet to a 13" pecan tree;
2. North 00°09'11" West, a distance of 62.72 feet to a 11" pecan tree;
3. North 14°01'23" East, a distance of 64.93 feet to a 1/2" rebar with "Chaparral" cap set, being a point in the east line of the said 21.47 acre tract;

THENCE North 26°16'47" East crossing the said 165.238 acre tract with the east line of the said 21.47 acre tract, a distance of 286.65 feet to a 1/2" rebar with "Chaparral" cap set in the west line of the said 165.238 acre tract and the east line of the said 21.47 acre tract;

THENCE with the west line of the said 165.238 acre tract and the east line of the said 21.47 acre tract, the following four (4) courses and distances:

1. North 26°49'23" East, a distance of 316.21 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 26°31'23" East, a distance of 520.25 feet to a 1/2" rebar with "Chaparral" cap set;

3. North 27°49'23" East, a distance of 156.99 feet to a 60d nail found;
4. North 27°00'55" East, a distance of 224.85 feet to a 1/2" rebar found;

THENCE with the west line of the said 165.238 acre tract, the following five (5) courses and distances:

1. North 56°15'41" East, a distance of 26.55 feet to a 60d nail found;
2. North 22°39'43" East, a distance of 110.83 feet to a 1/2" rebar found;
3. North 27°24'21" East, a distance of 66.09 feet to a 1/2" rebar found;
4. North 20°56'53" East, a distance of 50.95 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 00°58'53" East, a distance of 6.65 feet to a 1/2" rebar with "Chaparral" cap set in the east line of the said 21.47 acre tract;

THENCE North 26°16'47" East crossing the said 165.238 acre tract with the east line of the said 21.47 acre tract, a distance of 343.78 feet to a calculated point for the apparent northeast corner of the said 21.47 acre tract, being in the south line of the creek or stream bed of Onion Creek, being the northwest corner of the said 165.238 acre tract, being also the southwest corner of a 2.043 acre tract described in Document No. 2006122815 of the Official Public Records of Travis County, Texas;

THENCE with the south line of the creek or stream bed of Onion Creek, being the north line of the said 165.238 acre tract and the south line of said 2.043 acre tract, the following fourteen (14) courses and distances:

1. South 68°07'26" East, a distance of 46.26 feet to a calculated point;
2. South 81°34'18" East, a distance of 101.40 feet to a calculated point;
3. South 77°15'40" East, a distance of 104.90 feet to a calculated point;
4. South 63°09'56" East, a distance of 78.78 feet to a calculated point;
5. South 64°11'59" East, a distance of 92.70 feet to a calculated point;
6. South 46°42'47" East, a distance of 107.61 feet to a calculated point;
7. South 77°05'08" East, a distance of 186.57 feet to a calculated point;
8. North 79°42'15" East, a distance of 90.79 feet to a calculated point;

9. South 67°39'43" East, a distance of 95.79 feet to a calculated point;
10. South 81°18'58" East, a distance of 88.93 feet to a calculated point;
11. South 75°48'18" East, a distance of 94.86 feet to a calculated point;
12. South 73°14'16" East, a distance of 112.03 feet to a calculated point;
13. South 73°37'47" East, a distance of 109.92 feet to a calculated point;
14. South 47°43'40" East, a distance of 101.83 feet to a calculated point for the southeast corner of the said 2.043 acre tract, being in the south line of Old Colton Creedmore Road, currently occupied by Travis County, a portion of which is described in Volume 445, Page 500 of the Deed Records of Travis County, Texas, together with a 2.06 acre tract conveyed to Travis County in Volume 361, Page 268 of the Deed Records of Travis County, Texas;

THENCE with the north line of the said 165.238 acre tract and the south line of old Colton Creedmore Road, the following five (5) courses and distances:

1. South 09°42'16" West, a distance of 63.55 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the left, having a radius of 261.01 feet, an arc length of 304.70 feet, and a chord which bears South 23°59'01" East, a distance of 287.69 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 57°25'37" East, a distance of 111.90 feet to a 1/2" rebar with "Chaparral" cap set;
4. With a curve to the left, having a radius of 1176.30 feet, an arc length of 367.50 feet, and a chord which bears South 66°21'36" East, a distance of 366.01 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 75°18'37" East, a distance of 198.78 feet to a 1" iron pipe found for the northeast corner of the said 165.238 acre tract, being also the northwest corner of a 0.24 acre tract described in Volume 11126, Page 1154 of the Real Property Records of Travis County, Texas;

THENCE South 15°24'38" West with the east line of the said 165.238 acre tract, the west line of the said 0.24 acre tract, the west line of a tract described in Volume 3610, Page 212 of the Deed Records of Travis County, Texas, and the west line of a 1.59 acre tract described in Volume 2360, Page 428 of the Deed Records of Travis County, Texas, a distance of 345.51 feet to a 1/2" rebar found

for the southwest corner of the said 1.59 acre tract, being also the northwest corner of a 1.05 acre tract conveyed in Volume 11746, Page 879 of the Real property Records of Travis County, Texas, and described in Volume 721, Page 48 of the Deed Records of Travis County, Texas;

THENCE with the common line of the said 165.238 acre tract and the said 1.05 acre tract, the following two (2) courses and distances:

1. South 12°30'09" West, a distance of 215.29 feet to a 1/2" rebar found for the southwest corner of the said 1.05 acre tract;
2. South 77°26'26" East, a distance of 207.69 feet to a calculated point in the west right-of-way line of U.S. Highway No. 183 (right-of-way width varies), from which a 1/2" rebar found, bears South 77°26'26" East, a distance of 0.59 feet;

THENCE with the east line of the said 165.238 acre tract and the west line of U.S. Highway No. 183 (established using a concrete highway monument found at TxDOT station 201+01.67 feet), the following two (2) courses and distances:

1. South 26°26'39" West, a distance of 22.82 feet to a calculated point, from which a 1/2" rebar found, bears South 13°52'06" East, a distance of 1.37 feet;
2. South 12°24'29" West, a distance of 558.64 feet to a 1/2" rebar with "Chaparral" cap set for the northeast corner of a 1.49 acre tract conveyed in Volume 12986, Page 473 of the Real Property Records of Travis County, Texas and described in Volume 5874, Page 1377 of the Deed Records of Travis County, Texas;

THENCE with the common line of the said 165.238 acre tract and the said 1.49 acre tract, the following two (2) courses and distances:

1. North 73°38'22" West, a distance of 164.84 feet to a calculated point;
2. North 57°28'22" West, with the north line of the said 1.49 acre tract, continuing with the north line of a 10.00 acre tract (Tract 2) described in Volume 5874, Page 1377 of the Deed Records of Travis County, Texas, a distance of 299.95 feet to a 1/2" rebar with "Chaparral" cap set;

THENCE with the common line of the said 165.238 acre tract and said Tract 2, the following five (5) courses and distances:

1. South 50°31'38" West, a distance of 89.41 feet to a 36" pecan tree;

2. South 34°47'35" West, a distance of 138.50 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 36°00'35" West, a distance of 147.31 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 36°08'35" West, a distance of 250.07 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 33°59'35" West, a distance of 181.50 feet to a 1/2" rebar with "Chaparral" cap set for an angle point in the west line of a 10.01 acre tract (Tract 3) described in Volume 5874, Page 1377 of the Deed Records of Travis County, Texas;

THENCE with the east line of the said 165.238 acre tract, the following two (2) courses and distances:

1. South 51°33'35" West, a distance of 86.69 feet to a 60d nail found in a cedar elm;
2. South 12°31'18" West, a distance of 88.14 feet to a 1/2" rebar with "Chaparral" cap set in the east line of the 165.238 acre tract, being also the west line of said Tract 3;

THENCE with the common line of the said 165.238 acre tract and said Tract 3, the following four (4) courses and distances:

1. South 29°54'18" West, a distance of 112.43 feet to a 1/2" rebar found;
2. North 64°56'49" West, a distance of 205.45 feet 1/2" rebar found;
3. South 61°47'30" West, a distance of 154.24 feet to a calculated point;
4. South 38°11'30" West, a distance of 128.02 feet to a 1/2" rebar with "Chaparral" cap set in the west line of a 10.00 acre tract (Tract 4) described in Volume 5874, Page 1377 of the Deed Records of Travis County, Texas;

THENCE with the common line of the said 165.238 acre tract and said Tract 4, the following four (4) courses and distances:

1. South 19°28'30" West, a distance of 155.17 feet to a 1/2" rebar found;
2. South 04°54'35" East, a distance of 42.02 feet to a 1/2" rebar found;
3. South 42°21'22" East, a distance of 40.03 feet to a 1/2" rebar found;

4. South 38°58'16" East, , a distance of 251.11 feet to a 1/2" rebar found in the west line of a 2.695 acre tract described in Volume 13121, Page 766 of the Real Property Records of Travis County, Texas;

THENCE South 25°45'57" West, with the common line of the said 165.238 acre tract and the 2.695 acre tract, passing at a distance of 44.23 feet a 1/2" rebar found for a common corner of the said 2.695 acre tract and a 5.863 acre tract described in Volume 13121, Page 772 of the Real Property Records of Travis County, Texas, continuing with the southeast line of the said 165.238 acre tract, in all, a distance of 840.31 feet to a 1/2" rebar with "Chaparral" cap set;

THENCE South 25°39'57" West with the east line of the said 165.238 acre tract, a distance of 64.21 feet to 1/2" rebar with "Chaparral" cap set, being the northwest corner of the said 19.678 acre tract;

THENCE South 61°29'42" East with the north line of the said 19.678 acre tract, being also the south line of a 10.00 acre tract described in Document No. 2007009674 of the Official Public Records of Travis County, Texas, a distance of 1014.47 feet to a 1/2" rebar found in the west right-of-way line of Colton Road, for the northeast corner of the said 19.678 acre tract, being the southeast corner of the 10.00 acre tract;

THENCE South 27°27'47" West with the west right-of-way line of Colton Road and the east line of the said 19.678 acre tract, a distance of 855.15 feet to the **POINT OF BEGINNING**, containing 194.409 acres of land, more or less.

Surveyed on the ground May 2006, Updated August/September 2012. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on 1983/93 HARN values from the LCRA control network. Attachments: Drawing 500-001-BASE.

RCW 10-3-12
Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

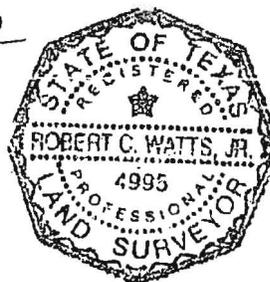
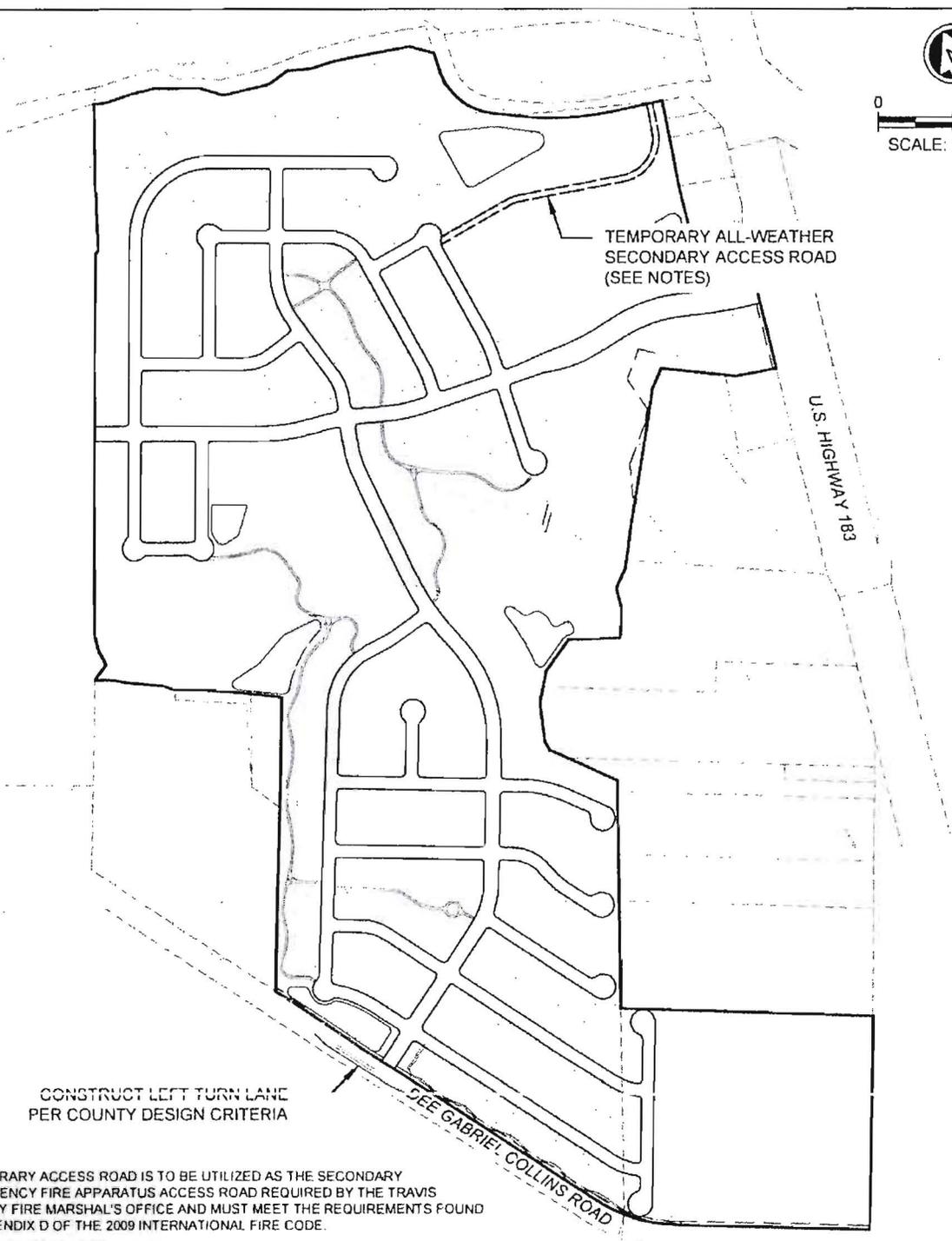


Exhibit B
Secondary Fire Apparatus Access Road &
Left Turn on Dee Gabriel Collins Road

[exhibit showing improvements attached]



0 600'
SCALE: 1" = 600'



TEMPORARY ALL-WEATHER
SECONDARY ACCESS ROAD
(SEE NOTES)

U.S. HIGHWAY 183

CONSTRUCT LEFT TURN LANE
PER COUNTY DESIGN CRITERIA

DEE GABRIEL COLLINS ROAD

NOTES

1. TEMPORARY ACCESS ROAD IS TO BE UTILIZED AS THE SECONDARY EMERGENCY FIRE APPARATUS ACCESS ROAD REQUIRED BY THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE AND MUST MEET THE REQUIREMENTS FOUND IN APPENDIX D OF THE 2009 INTERNATIONAL FIRE CODE.
2. THE TEMPORARY ACCESS ROAD IS TO BE UTILIZED UNTIL A PERMANENT SECONDARY ACCESS ROAD IS CONSTRUCTED.
3. THE TEMPORARY ACCESS ROAD SHALL BE CONSTRUCTED IN THE LOCATION SHOWN AS APPROVED BY THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE, OR IN AN ALTERNATIVE LOCATION SUBJECT TO APPROVAL BY THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE.



PELTON
LAND SOLUTIONS

110 WALD BASIN RD. STE 200A AUSTIN, TX 78749 512-831-7100

Brookfield
Residential

PHASING AGREEMENT EXHIBIT B
ADDISON
PHASING AGREEMENT

L:\05\11\1100204.lns Traen\100 CADD\109 PH\104 EXHIBIT B Phasing Agreement Ex.mxd

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 113675 authorizes the State to undertake and complete a highway improvement generally described as widen bridge and install left turn lane on US 183; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as widen bridge and install left turn lane on US 183, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State,

Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or

- 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County Judge	Director of Contract Services Office
P.O. Box 1748	Texas Department of Transportation
Austin, Texas 78767-1748	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this

contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

District Engineer

Date

**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will be responsible for 100% of the construction costs.

US 183 CSJ 0152-01-078								
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost	
Design & Environmental (By Local)	\$128,900	0%	\$0	0%	\$0	100%	\$128,900	
Construction (By State):	\$341,500	0%	\$0	0%	\$0	100%	\$341,500	
Subtotal PE and CST	\$470,400		\$0		\$0		\$470,400	
Direct State Costs= \$6,830	Environmental (40%)	\$2,732	0%	\$0	0%	\$0	100%	\$2,732
	Engineering (40%)	\$2,732	0%	\$0	0%	\$0	100%	\$2,732
	Utility (20%)	\$1,366	0%	\$0	0%	\$0	100%	\$1,366
Construction Direct State Costs	\$27,320	0%	\$0	0%	\$0	100%	\$27,320	
Indirect State Costs = 4.83%	\$22,720	0%	\$0	0%	\$0	100%	\$22,720	
Subtotal Direct and Indirect	\$56,870		\$0		\$0		\$56,870	
TOTAL	\$527,270		\$0		\$0		\$527,270	

Initial payment by the Local Government to the State: \$6,830
 Payment by the Local Government to the State before construction: \$391,540
 Estimated total payment by the Local Government to the State: \$398,370
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

Work Responsibilities

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.

- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.

Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure

federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B.** The State will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

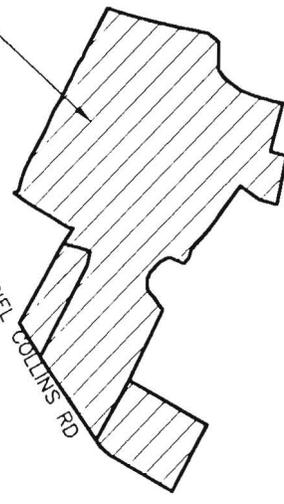
McKINNEY FALLS PKWY

BURLESON RD

US HWY 183

PROJECT AREA

DEE GABRIEL COLLINS RD



FM 812

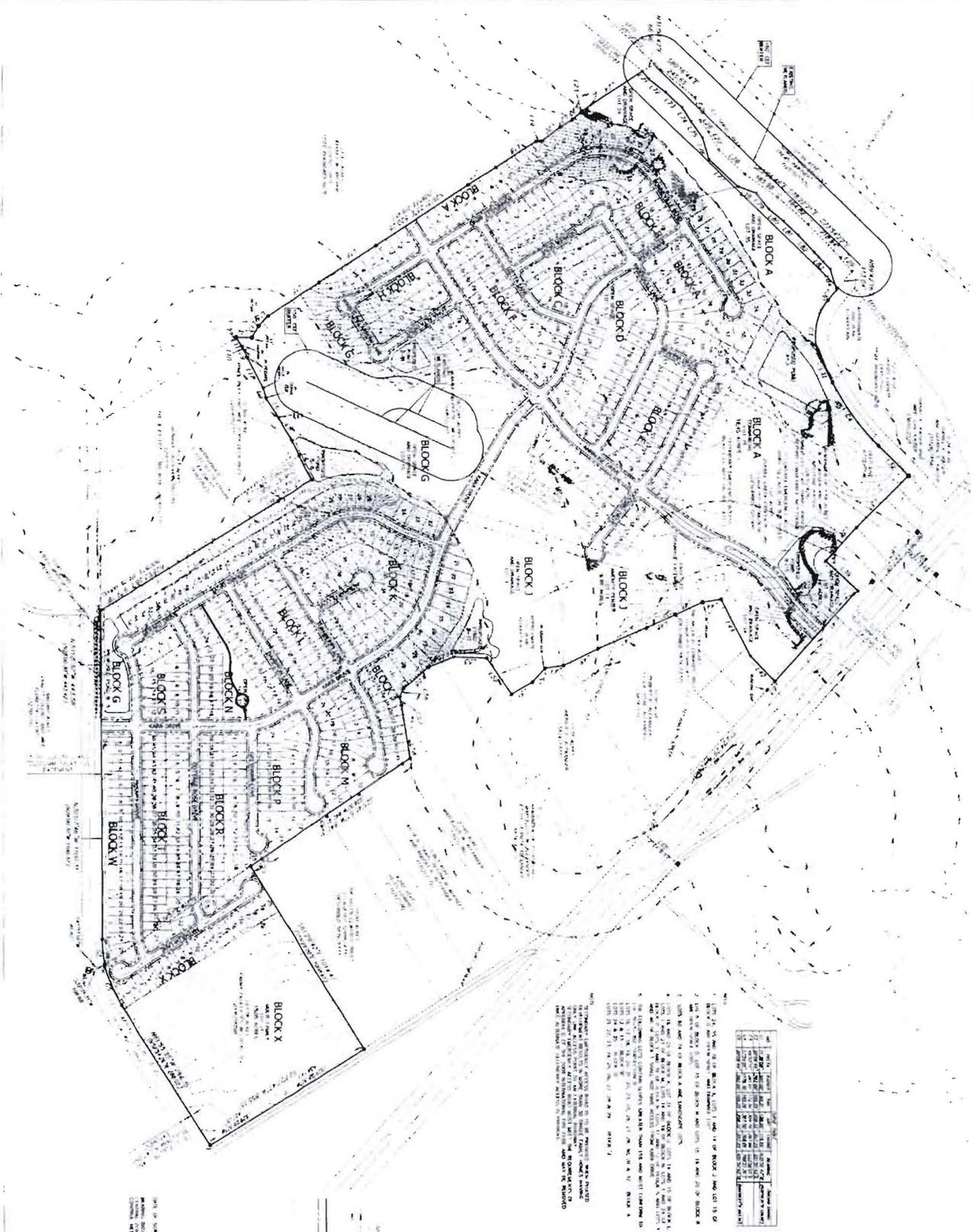
COLTON-BLUFF SPRINGS RD

FM 1625

US HWY 183



SCALE: 1" = 2000'



1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS.

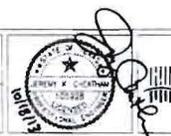
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DATE: 10/20/2014
 PROJECT: ADDISON RESIDENTIAL
 SHEET: 03
 OF: 06

Brookfield Residential

PRELIMINARY PLAN OVERALL
 ADDISON
 AUSTIN, TRAVIS COUNTY, TEXAS



PELTON
 LAND SOLUTIONS
 11111 WILD BASIN ROAD
 SUITE 100A
 AUSTIN, TX 78748
 PHONE: 512-481-7120
 TX REG. NO. 12227

- C. Licensee must pay the License Fee upon Licensee's execution of this Agreement. Licensee must send the License Fee to Travis County, P.O. Box 1748, Austin, Texas 78767 and reference this Agreement with its payment. The License Fee proceeds are to be used by Travis County for park purposes.

II. Conditions

In consideration for the above-mentioned grant of license, Licensee agrees to the following:

- A. Licensor may designate alternative crossing sites as Licensor shall choose. Licensor will coordinate with Licensee to determine the most reasonable location for the alternative crossing site. Notwithstanding any provision to the contrary, Licensor has sole discretion to determine the location of alternative crossing sites.
- B. Licensee may only use the Driveway for emergency purposes and will keep the Driveway gated where it meets Licensee's other property.
- C. This access right is assignable by Licensee and its successors in the event of any sale or lease of the Property by providing written notice to Licensor.
- D. Licensee must obtain written approval from Licensor before making any improvements to the Driveway. If Licensor grants approval to Licensee for improvements, Licensee must comply with the all applicable County, state, and federal rules and regulations.
- E. The Driveway is not a roadway within the Travis County roadway system. Access to the Driveway by Licensee is only by this License Agreement. Licensee may only utilize the Driveway as a secondary emergency access from the Property to a public roadway.

III. Release of Liability

- A. Licensee agrees to and shall release, waive, discharge and covenant not to sue Travis County, Texas, and its officers, agents, employees or servants for any personal injury, death, or property damage that may occur while the Licensee is for any purpose utilizing the Driveway.
- B. Licensee acknowledges and agrees that Licensee is solely responsible at all times for the actions and the safety of those persons utilizing the Driveway under this Agreement, including, without limitation, protecting such persons from injury or death and protecting the property of such

persons from loss or damage, and protecting the Driveway from damage. This paragraph is intended only to establish responsibility by the Licensee to the Licensor and Licensor's officials, employees and agents and does not alter the Licensee's obligations or liability to third persons, as governed by applicable Texas law.

- C. Licensee agrees that this release shall bind the Licensee's agents, employees, guests, invitees, heirs, successors, and assigns.
- D. The Licensee agrees that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- E. The Licensee also agrees to release the Licensor, its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when the Licensee is treated for any purpose.

IV. No Warranties as to Use or Suitability of Driveway.

- A. LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE DRIVEWAY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE DRIVEWAY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE DRIVEWAY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE DRIVEWAY OR TO ANY HAZARDOUS MATERIALS IN THE DRIVEWAY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE DRIVEWAY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE DRIVEWAY AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. LICENSEE UNDERSTANDS AND AGREES THAT THE CONSIDERATION FOR THE USE OF THE DRIVEWAY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE DRIVEWAY IS LICENSED BY COUNTY AND ACCEPTED

BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE IS AN ACKNOWLEDGMENT THAT LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR SUITABILITY OF THE DRIVEWAY.

- B. Licensee is prohibited from using the Driveway for any purpose other than that set forth in this Agreement.

V. Protection of COUNTY Property

THE LICENSEE AGREES TO REFRAIN FROM ANY ACTIVITY WHICH MIGHT DAMAGE, COMPROMISE, OR INTERFERE WITH THE ECOLOGICAL DIVERSITY OR THE RESOURCE QUALITY OF THE COUNTY PROPERTY OR THE NATURAL PROCESSES OCCURRING WITHIN THE COUNTY PROPERTY.

VI. Termination

- A. **This Agreement shall be effective upon approval and shall continue until November 1, 2017.** Notwithstanding the foregoing, Licensor may terminate this Agreement upon 30 days' notice from the County Executive for the Travis County Transportation and Natural Resources Department.
- B. Licensee shall at all times obey the direction and commands of the Travis County Transportation and Natural Resources Department, the Travis County Sheriff's Department, and their designated representatives, while on the Driveway.
- C. Any disregard by Licensee of the directions, restrictions, rules, or regulations referenced in this Agreement shall be grounds for the County's immediate revocation of the License granted hereunder and termination of this Agreement.
- D. In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occurs:
 - (1) Licensee fails in any manner to adhere to the terms of this Agreement;
 - (2) Licensee breaches this Agreement and fails to remedy the breach following receipt of County's written notice by certified mail to Licensee of the breach;
 - (3) County conveys or transfers the County Tract;

- (4) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License;
- (5) a governmental law, ordinance, regulation, or court order requires termination; or
- (6) the County and Licensee mutually agree to such termination.

VII. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE DRIVEWAY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.
- B. Licensee will not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Driveway or elsewhere, or (ii) the condition, use or enjoyment of the County Tract or any other real or personal property. Licensee must immediately notify County of any release of any Hazardous Material on or near the Property or the County Tract whether or not such release is in a quantity that would otherwise be reportable to a public agency and must also comply with the notification requirements of any applicable state, local, or federal law or regulations.

VIII. INSURANCE

Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License motor vehicle insurance in accordance with the laws of the State of Texas. .

IX. SAFETY

The Licensor reserves the right to prohibit persons from entering or otherwise using the Driveway at any time safety may be a concern.

X. NON-WAIVER AND RESERVATION OF RIGHTS

A. No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege.

B. All rights of County under this Agreement are specifically reserved and any act or omission will not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XI. Notices

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the property party, at the following address:

LICENSOR: The Honorable Sam Biscoe (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO: Steven M. Manilla, P.E. (or his successor)
TNR County Executive
P.O. Box 1748
Austin, Texas 78767

AND TO: Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

LICENSEE: Carma Properties Westport LLC
9737 Great Hills Trail, Suite 260
Austin, Texas 78759

Each party may change the address of notice to it by giving notice of such change in accordance with the provisions in this paragraph.

XII. Venue and Choice of Law

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

XIII. Severability

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

XIV. Entire Agreement

This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations, or agreements, either oral or written, relating to the subject matter hereof. This Agreement may be amended only by Licensor and Licensee or their successors. NO OFFICIAL REPRESENTATIVE, EMPLOYEE OR AGENT OF TRAVIS COUNTY HAS ANY AUTHORITY TO AMEND OR MODIFY THIS LICENSE EXCEPT BY SPECIFIC AUTHORITY EXPRESSLY GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

XV. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XVI. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are

not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

LICENSEE:
Carma Properties Westport LLC
a Texas limited liability company

LICENSOR:
Travis County

By: [Signature]
Title: SHAWN E. CRANSTON, P.Eng.
VICE PRESIDENT OPERATIONS
Date: 02 DEC 2013

Samuel T. Biscoe
County Judge
Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 2, 2013 by Shawn Cranston, as Vice President Operations of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said company.

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



Keerat Malhi
Name (typed or printed)
My Commission expires: 7-22-17

ACKNOWLEDGMENT

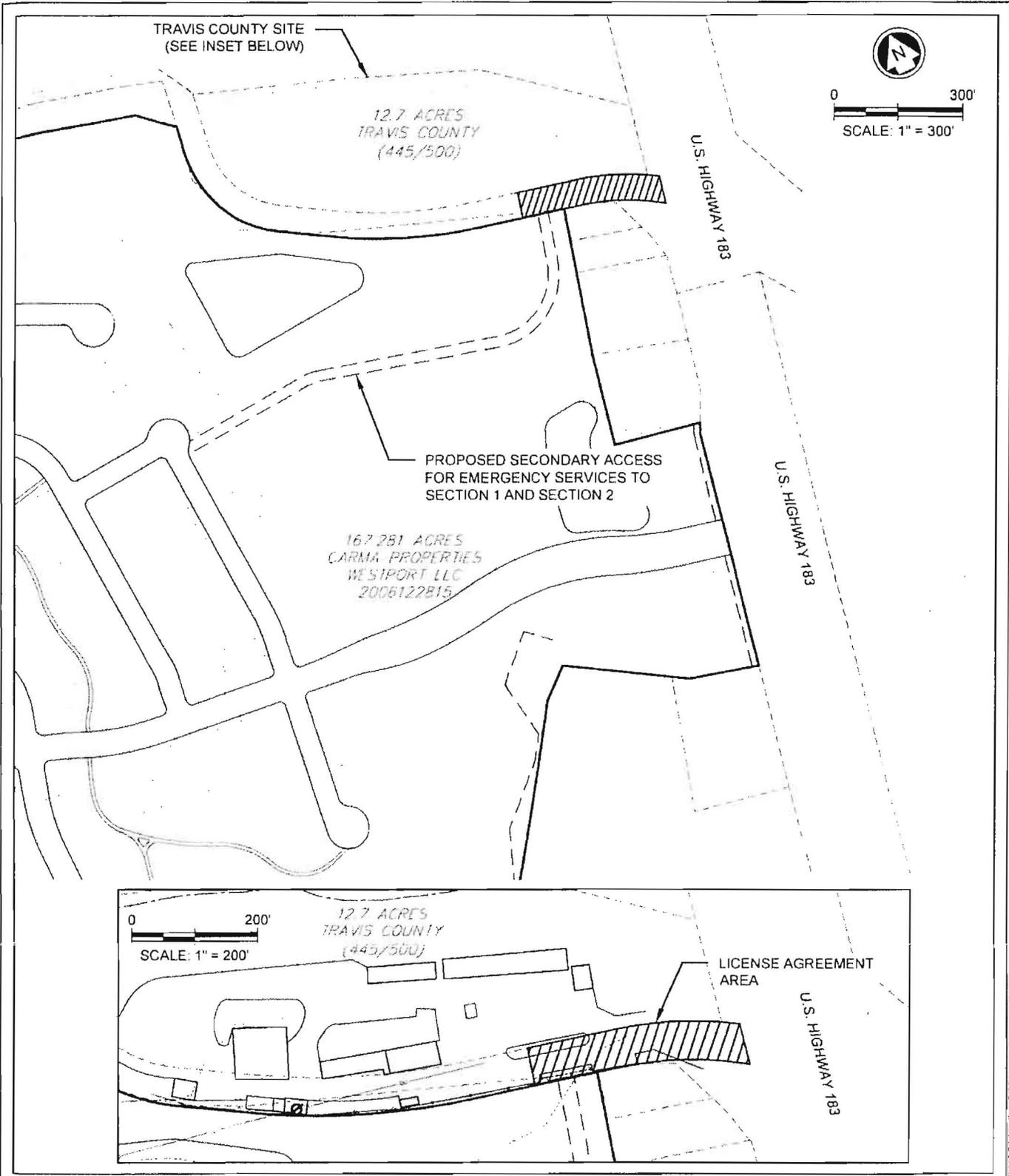
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2013 by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said County.

Notary Public in and for
The State of Texas

Name (typed or printed)
My Commission expires:_____



PELTON
LAND SOLUTIONS

Brookfield
Residential

EXHIBIT A
LICENSE AGREEMENT
FOR USE OF DRIVEWAY

110 WILD BASIN RD STE 200A AUSTIN, TX 78740 512-831-7700

L:\051W\JKV2204.mxd Travis\00 CAD\01\09 8/9/14 EXHIBIT\License Agreement Exhibit A

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS. THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. 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 THE LAND INSIDE THE CITY LIMITS. THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.



VICINITY MAP
(NOT TO SCALE)

PROJECT: ADDISON SECTION 1
 JOB NUMBER: WJJK2204
 DATE: MAY, 2013
 SCALE: 1" = 100'
 SURVEYOR: DAVID PAUL CARR, RPLS No. 3997
 TECHNICIAN: B. WOLF
 DRAWING:
 DESCRIPTION: N/A
 FIELDBOOKS: N/A

JACOBS[®]
 JACOBS ENGINEERING GROUP, INC.
 TEXAS REGISTRATION #2966
 2705 Bee Cave Road, Suite 300
 Austin, Texas 78748
 (512) 314-3100 Fax (512) 314-3135

FINAL PLAT OF
 ADDISON SECTION 1
 SUBDIVISION

SHEET
 1
 OF
 4
 PLAT No.
 WJJK2204

THE STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT CARMA PROPERTIES WESTPORT LLC, A TEXAS LIMITED LIABILITY COMPANY, BEING THE OWNERS OF A 167.281 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2006122615 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 60.13 ACRES PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENTS CODE AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"ADDISON SECTION 1 SUBDIVISION"

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND/OR EASEMENTS HERETOFORE GRANTED AND NOT RELEASED.

CARMA PROPERTIES WESTPORT LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: *Shaun E. Cranston*
SHAUN E. CRANSTON, P.ENG.
BROOKFIELD RESIDENTIAL
9737 GREAT HILLS TRAIL, SUITE #260
AUSTIN, TEXAS 78759

THE STATE OF Texas
COUNTY OF Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAUN E. CRANSTON, P.ENG., KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

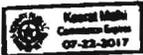
GIVEN UNDER MY NAME AND SEAL OF OFFICE THIS THE 5 DAY OF November, 2013.

NOTARY PUBLIC IN AND FOR THE Travis COUNTY, Texas

Notary Signature

7/22/17

PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES



THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DAVID P. CARR, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLETES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, 1988 OF THE LOCAL CODE OF 2012 IS TRUE AND CORRECT AND PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION DURING APRIL, 2013.

CERTIFIED TO THIS THE 5th DAY OF November, 2013, A.D.



DAVID P. CARR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3997 - STATE OF TEXAS
JACOBS ENGINEERING GROUP, INC.
2705 BEE CAVE RD., SUITE 300
AUSTIN, TEXAS 78746
PHONE: (512)314-3100
FAX: (512)314-3135

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, JEREMY CHEATHAM, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING RELATED STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30, 1988 OF THE LOCAL CODE OF 2012 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAN ACCORDING TO DATA FROM THE FEDERAL INSURANCE ADMINISTRATION FIRM PANEL 48453C0615 H, DATED SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.

CERTIFIED TO THIS THE 5th DAY OF November, 2013, A.D.

Jeremy Cheatham Signature

JEREMY CHEATHAM
REGISTERED PROFESSIONAL ENGINEER
NO. 105928 - STATE OF TEXAS
PELTON LAND SOLUTIONS, LLP
110 WILD BASIN ROAD, SUITE 200A
AUSTIN, TEXAS 78746
PHONE: (512)851-7700



THIS SUBDIVISION PLAT IS LOCATED WITHIN THE TWO (2) MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 5th DAY OF November, 2013.

OWNER/SUBDIVIDER: CARMA PROPERTIES WESTPORT LLC
9737 GREAT HILLS TRAIL, SUITE #260
AUSTIN, TX 78759
PHONE: 512-391-1343
FAX 512-391-1333

ACREAGE: 60.13

SURVEY: SANTIAGO DEL VALLE GRANT

SURVEYOR: JACOBS ENGINEERING GROUP INC.
2705 BEE CAVE ROAD, SUITE 300
AUSTIN, TEXAS 78746
PHONE: 512-314-3100
FAX: 512-314-3135

ENGINEER: PELTON LAND SOLUTIONS
110 WILD BASIN ROAD, SUITE 200A
AUSTIN, TEXAS 78748
PHONE: 512-851-7700

LINEAR FOOTAGE OF STREETS: 6116'

NUMBER OF LOTS: 132 SINGLE FAMILY
1 OPEN SPACE
2 LANDSCAPE
3 OPEN SPACE & DRAINAGE
1 AMENITY CENTER
1 COMMERCIAL
140 TOTAL

COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION HERewith. THE BUILDING OF ALL STREETS, ROADS, AND 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 COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND ORAINAGE 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 UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

THE STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 01 DAY OF November, 2013, 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 01 DAY OF November, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

THE STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, 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 01 DAY OF November, 2013, AT 09:00 O'CLOCK AM, AND DULY RECORDED ON THE 01 DAY OF November, 2013, A.D., AT 09:00 O'CLOCK AM. OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT # _____ OF _____, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 01 DAY OF November, 2013.

CHAIRPERSON SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 01 DAY OF November, 2013.

DREG GUERNEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

FLOODPLAIN NOTE:
A PORTION OF THE TRACT SHOWN HEREON LIES WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C0615H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY TEXAS.

BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE (2003). NAD83/93 HARN VALUES FROM THE LORA CONTROL NETWORK. DISTANCES SHOWN ARE SURFACE DISTANCES. ALL COORDINATES SHALL BE CONSIDERED TO CONVERT FROM GRID TO SURFACE, DIVIDE THE GRID COORDINATE BY A SCALE FACTOR OF 0.999960959

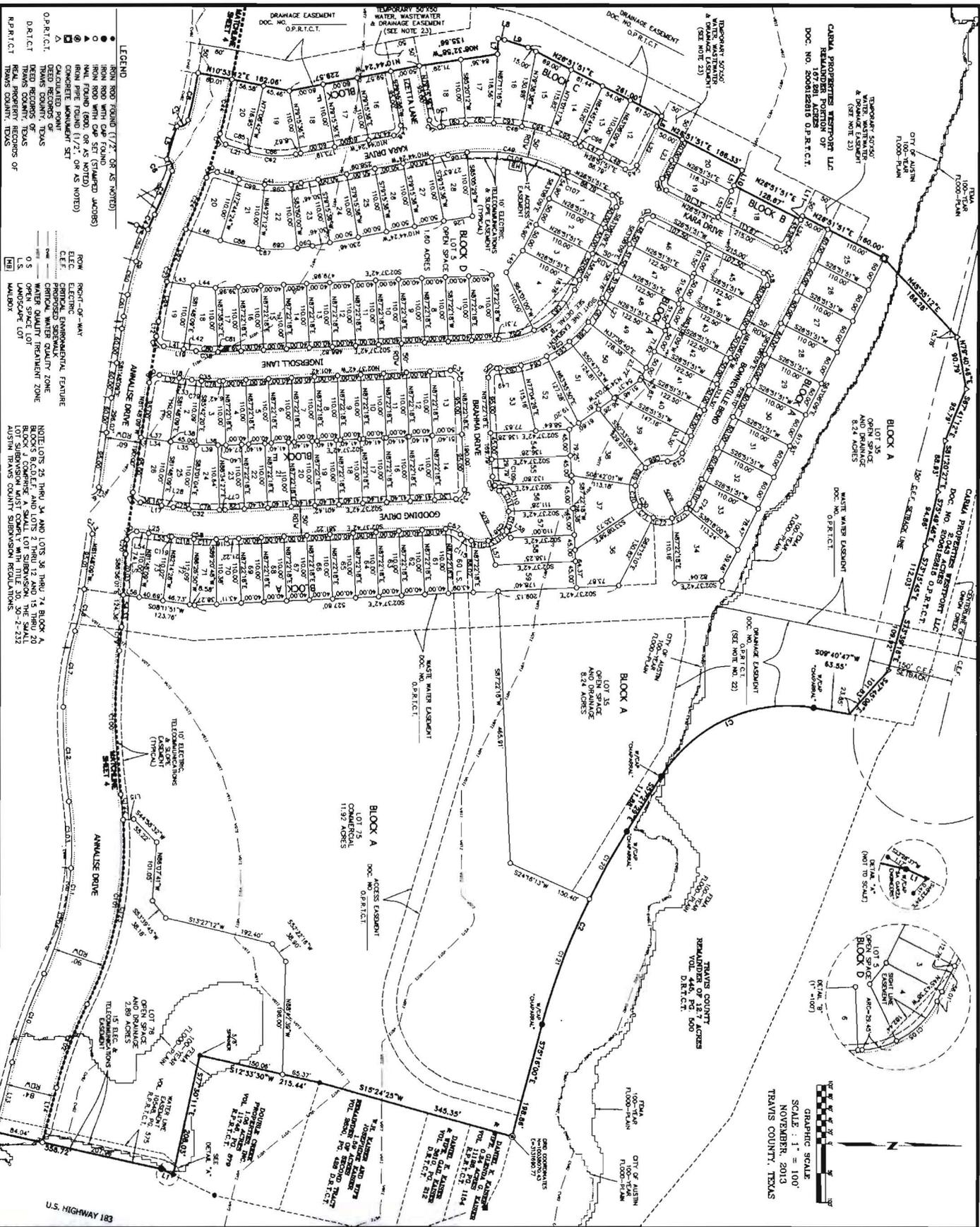
BENCHMARK NO. 1=CONCRETE MONUMENT WITH DISC APPROXIMATELY 36' SOUTH OF THE CENTERLINE OF DEE GABRIEL COLLINS ROAD AND APPROXIMATELY 1043' NORTHWEST OF THE CENTERLINE INTERSECTION OF DEE GABRIEL COLLINS ROAD AND COLTON ROAD. ELEVATION = 546.04'

BENCHMARK NO. 2=CHAPARRAL DISC SET IN CONCRETE STAMPED "WLI" IN THE NORTH MEDIAN ON MCQUINNEY FALLS PARKWAY, APPROXIMATELY 48' NORTH OF THE INTERSECTION OF E. WILLIAM CANNON DRIVE. ELEVATION = 603.53

PLAT NOTES

- 1. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2. ALL STREETS, DRAINAGE, AND SIDEWALKS SHALL BE CONSTRUCTED AND INSTALLED TO TRAVIS COUNTY STANDARDS.
- 3. WATER AND WASTEWATER LINES AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
- 4. OFF-STREET LOADING AND UNLOADING FACILITIES SHALL BE PROVIDED ON ALL COMMERCIAL AND INDUSTRIAL LOTS.
- 5. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER IMPROVEMENTS AND SYSTEM UPGRADES.
- 6. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF AUSTIN, NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE BUILDING IS CONNECTED TO THE CITY OF AUSTIN'S WATER AND WASTEWATER SYSTEM.
- 7. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA AND STANDARDS. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED.
- 8. ELECTRIC SERVICE WILL BE PROVIDED BY CITY OF AUSTIN.
- 9. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENT CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 10. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOGGED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 11. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN (10) FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- 12. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS, AND TEXAS STATE AND FEDERAL CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT PROVIDE ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COST INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
- 13. THE 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 THE CITY OF AUSTIN AND TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 14. DIRECT ACCESS TO U.S. HIGHWAY 183 MUST BE APPROVED BY TxDOT AND MEET CURRENT REQUIREMENTS. TxDOT DRIVEWAY PERMITS FOR DRIVEWAYS ACCESSING HIGHWAY 183 FOR EACH LOT MUST BE PROVIDED.
- 15. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- 16. 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.
- 17. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
- 18. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
- 19. PUBLIC SIDEWALKS, BUILT TO TRAVIS COUNTY STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ANNEX DRIVE, DEVELOPMENT OF LOT 75, BLOCK A. THE DRAINAGE EASEMENT ON LOT 35, BLOCK A HAS BEEN PROVIDED AS THE MEANS TO CONVEY THE DETAINED AND TREATED STORM WATER RUNOFF FROM LOT 75, BLOCK A TO DAWSON CREEK. ANY IMPROVEMENTS PROPOSED FOR LOT 35, BLOCK A SHALL BE DONE IN A MANNER TO PRESERVE THE DRAINAGE EASEMENT, AS PART OF THE CONSTRUCTION IMPROVEMENTS MADE WITHIN THE DRAINAGE EASEMENT ON LOT 35, BLOCK A FOR THE BENEFIT OF LOT 75, BLOCK A. THE PRE-CONSTRUCTION CONDITIONS SHALL BE RESTORED.
- 20. LOT 75, BLOCK A IS RESTRICTED TO USE OTHER THAN RESIDENTIAL.
- 21. ALL ACTIVITIES WITHIN THE CEF BUFFER ZONE MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE. CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
- 22. THE DEVELOPMENT OF LOT 75, BLOCK A SHALL INCLUDE ON-SITE DETENTION AND WATER QUALITY FACILITIES TO DETAIN AND TREAT STORM WATER RUNOFF FROM THE PROPOSED DEVELOPMENT OF LOT 75, BLOCK A. THE DRAINAGE EASEMENT ON LOT 35, BLOCK A HAS BEEN PROVIDED AS THE MEANS TO CONVEY THE DETAINED AND TREATED STORM WATER RUNOFF FROM LOT 75, BLOCK A TO DAWSON CREEK. ANY IMPROVEMENTS PROPOSED FOR LOT 35, BLOCK A SHALL BE DONE IN A MANNER TO PRESERVE THE DRAINAGE EASEMENT, AS PART OF THE CONSTRUCTION IMPROVEMENTS MADE WITHIN THE DRAINAGE EASEMENT ON LOT 35, BLOCK A FOR THE BENEFIT OF LOT 75, BLOCK A. THE PRE-CONSTRUCTION CONDITIONS SHALL BE RESTORED.
- 23. THE TEMPORARY WATER, WASTEWATER AND DRAINAGE EASEMENTS SHOWN HEREON SHALL EXPIRE UPON INCORPORATION INTO FUTURE STREET RIGHT-OF-WAY.
- 24. THE SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND TRAVIS COUNTY AND THE CITY OF AUSTIN, DATED _____, 2013. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THE RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE AGREEMENT FOR THE SUBDIVISION CONSTRUCTION AGREEMENT PERTAINING TO THE SUBDIVISION BY SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. _____ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 25. A 10 FOOT ELECTRIC, TELECOMMUNICATIONS, AND SLOPE EASEMENT IS PROVIDED ALONG ALL RIGHT-OF-WAY LINES UNLESS NOTED OTHERWISE.

SHEET 2 OF 4
PLAT NO. WJXK2204
FINAL PLAT OF ADDISON SECTION 1 SUBDIVISION
PROJECT: ADDISON SECTION 1
JOB NUMBER: WJXK2204
DATE: MAY, 2013
SCALE: 1" = 100'
SURVEYOR: DAVID PAUL CARR, RPLS No. 3997
TECHNICIAN: B. WOLF
DRAWING: N/A
PARTICIPANT: N/A
PLATBOOKS: N/A



PROJECT: ADDISON SECTION 1
FINAL PLAT
JOB NUMBER: WJXX2204
DATE: MAY, 2013
SCALE: 1" = 100'
SURVEYOR: DAVID PAUL CARR, RPLS No.3997
TECHNICIAN: B. WOLF
DRAWING:
 DESCRIPTION: N/A
 PARTY/CLIENT: N/A
 FIELD BOOKS: N/A

JACOBS
 JACOBS ENGINEERING GROUP INC.
 TEXAS REGISTRATION #2966
 2705 Bee Cave Road, Suite 300
 Austin, Texas 78748
 (512) 314-3100 Fax (512) 314-3135

FINAL PLAT OF ADDISON SECTION 1 SUBDIVISION

SHEET
3
OF
4
PLAT No.
WJXX2204

DBJ-2012-01611A

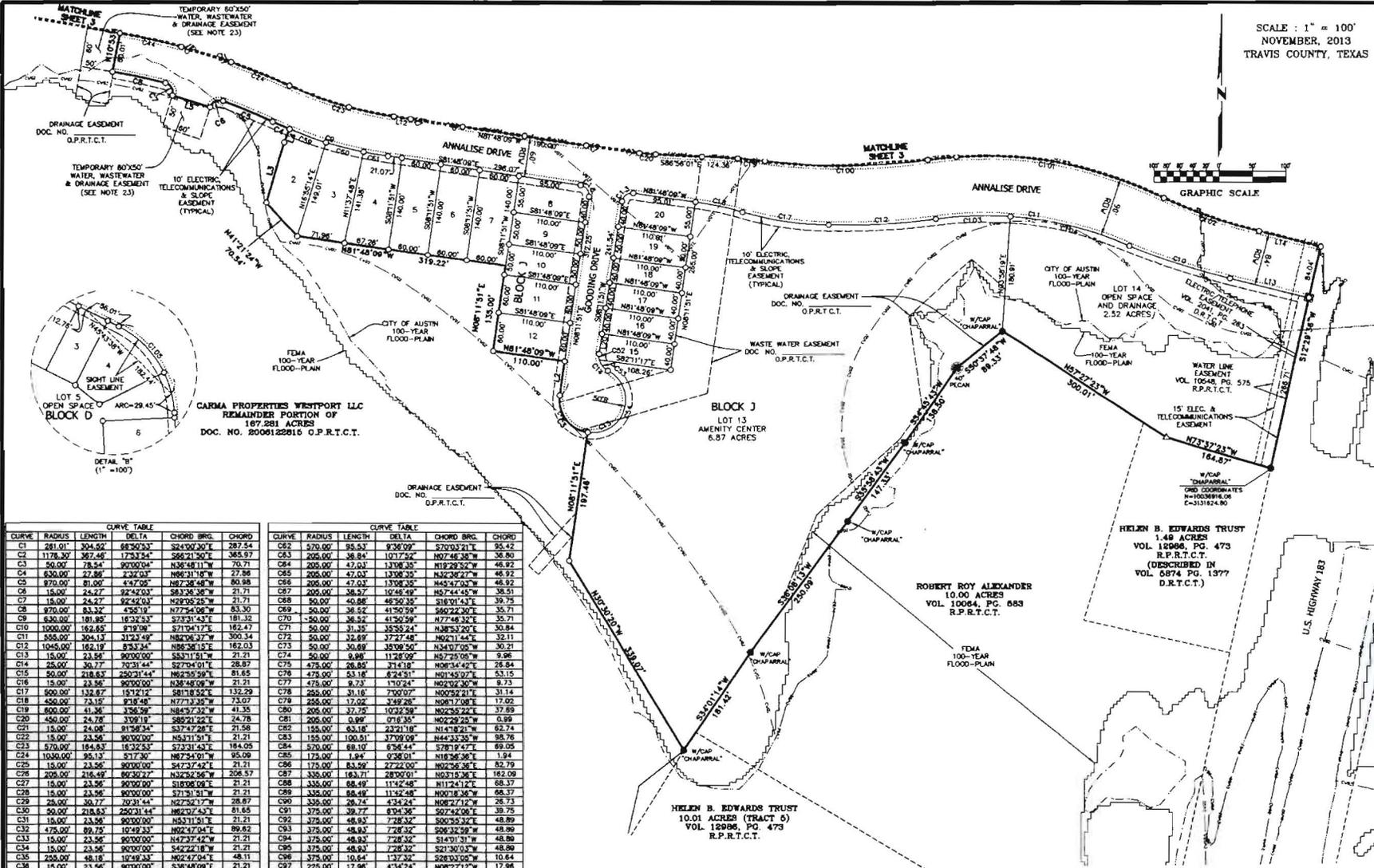
SCALE: 1" = 100'
 NOVEMBER, 2013
 TRAVIS COUNTY, TEXAS

SHEET
 4
 OF
 4
 PLAT NO.
 WJXK2204

**FINAL PLAT OF
 ADDISON SECTION 1
 SUBDIVISION**

JACOBS
 JACOBS ENGINEERING GROUP INC.
 TEXAS REGISTRATION #2986
 2705 Bee Cave Road, Suite 300
 Austin, Texas 78748
 (512) 314-3100 Fax (512) 314-3135

PROJECT: ADDISON SECTION 1
 JOB NUMBER: WJXK2204
 DATE: MAY, 2013
 SCALE: 1" = 100'
 SURVEYOR: DAVID PAUL CARR, RELS. NO. 5997
 TECHNICIAN: B. WOLF
 DRAWING: N/A
 FACITORY: N/A
 FIELDBOOKS: N/A



CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	261.07	204.52	88.203°	S24.9030°E	287.54
C2	1178.37	37.46	87.354°	S89.1307°E	385.97
C3	50.00	78.54	90.0000°	N36.4811°W	70.71
C4	50.00	27.86	2.3703°	N68.3119°W	27.98
C5	970.00	81.00	87.96°	N87.3246°E	80.98
C6	15.00	24.27	92.4203°	S83.3238°W	21.71
C7	15.00	24.27	92.4203°	N29.0525°W	21.71
C8	970.00	83.32	458.19	N77.5408°W	83.30
C9	630.00	181.89	16.23°	S72.3143°E	181.93
C10	1000.00	162.65	81.939°	S71.0417°E	162.47
C11	355.00	304.17	131.249°	N82.0637°W	300.34
C12	1045.00	18.18	87.354°	N87.3246°E	18.03
C13	174.00	23.56	90.0000°	S53.1151°W	21.21
C14	28.00	30.77	70.3144°	S27.0401°E	28.87
C15	90.00	218.82	250.3144°	N62.9559°E	81.65
C16	15.00	23.56	90.0000°	N36.4811°W	21.21
C17	500.00	132.87	15.1212°	S81.1852°E	132.29
C18	450.00	73.15	91.848°	N77.1335°W	73.07
C19	600.00	41.36	3.9659°	N85.5733°W	41.35
C20	450.00	24.78	10.9915°	S89.2125°E	24.78
C21	15.00	24.08	81.9584°	S37.4728°E	21.58
C22	15.00	23.56	90.0000°	N53.1151°E	21.21
C23	570.00	154.63	16.2352°	S72.3143°E	154.05
C24	1030.00	95.13	5.1730°	N67.5401°W	95.09
C25	15.00	23.56	90.0000°	S47.3747°E	21.21
C26	205.00	216.49	85.3027°	N32.6246°W	206.57
C27	15.00	23.56	90.0000°	S18.0808°E	21.21
C28	15.00	23.56	90.0000°	S71.5151°W	21.21
C29	28.00	30.77	70.3144°	N27.0401°E	28.87
C30	50.00	216.83	250.3144°	N62.9559°E	81.65
C31	15.00	23.56	90.0000°	N53.1151°E	21.21
C32	475.00	89.75	10.4933°	N02.4704°E	89.82
C33	15.00	23.56	90.0000°	N47.3747°E	21.21
C34	15.00	23.56	90.0000°	S42.6253°W	21.21
C35	255.00	48.18	10.4933°	N02.4704°E	48.11
C36	15.00	23.56	90.0000°	S38.4809°E	21.21
C37	15.00	22.99	87.4823°	S28.3638°E	20.80
C38	205.00	216.83	250.3144°	N62.9559°E	81.65
C39	15.00	163.89	60.3027°	N32.6246°W	156.19
C40	15.00	23.56	90.0000°	S71.5151°W	21.21
C41	225.00	109.99	20.9301°	N03.1536°E	108.47
C42	175.00	85.53	28.9001°	N03.1536°E	84.67
C43	15.00	22.99	87.4823°	N61.9048°E	20.80
C44	1040.00	18.18	87.354°	N87.3246°E	18.03
C45	15.00	23.56	90.0000°	N18.0808°E	21.21
C46	375.00	246.12	37.3615°	S08.0433°W	241.73
C47	15.00	23.56	90.0000°	N41.1246°E	21.21
C48	15.00	23.56	90.0000°	N18.0808°E	21.21
C49	325.00	213.30	37.3615°	S08.0433°W	209.50
C50	15.00	23.56	90.0000°	N71.5151°E	21.21
C51	15.00	23.56	90.0000°	N18.0808°E	21.21
C52	25.00	28.97	81.933°	S02.4925°E	9.35
C53	25.00	21.37	48.5811°	S13.7047°E	20.72
C54	30.00	140.00	160.3140°	N17.2637°E	98.56
C55	15.00	22.99	87.4823°	N61.9048°E	20.80
C56	50.00	157.20	180.7154°	N47.3747°E	100.00
C57	30.00	27.50	45.0252°	S18.9218°W	28.84
C58	305.00	96.20	10.4933°	N02.4704°E	96.05
C59	150.00	58.17	5.1730°	S72.0203°E	58.15
C60	630.00	58.17	5.1730°	S72.0203°E	58.15
C61	630.00	37.74	3.7627°	S80.0511°E	37.74

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C62	570.00	95.53	8.9809°	S70.0221°E	95.42
C63	205.00	38.84	10.7174°	N07.4628°E	38.80
C64	205.00	47.03	13.0635°	N18.2852°W	46.82
C65	205.00	47.03	13.0635°	N32.3827°W	46.82
C66	205.00	47.03	13.0635°	N45.4202°W	46.82
C67	205.00	38.87	10.4549°	N57.4445°W	38.51
C68	50.00	40.86	46.5035°	S18.0131°E	39.73
C69	50.00	38.52	41.9039°	S46.2230°E	35.71
C70	50.00	36.32	41.9039°	N77.1432°E	35.71
C71	50.00	31.35	35.5524°	N38.5320°E	30.84
C72	50.00	32.69	37.2748°	N04.1144°E	32.11
C73	50.00	30.68	35.9834°	N34.0705°W	30.21
C74	50.00	6.88	11.9499°	N57.4905°W	9.96
C75	475.00	26.85	31.618°	N08.3442°E	26.84
C76	475.00	53.18	82.431°	N01.4507°E	53.15
C77	475.00	9.72	1.9024°	N02.5030°W	9.73
C78	255.00	31.16	7.9007°	N00.5241°E	31.14
C79	255.00	17.02	3.4928°	N08.1708°E	17.02
C80	205.00	37.35	10.7398°	N02.3524°E	37.89
C81	205.00	0.89	0.1835°	N00.2925°W	0.89
C82	155.00	63.18	23.2118°	N14.8211°E	62.74
C83	155.00	100.51	37.0909°	N44.3335°W	98.76
C84	375.00	89.10	8.9844°	S70.0221°E	89.05
C85	175.00	1.84	0.9581°	N18.3636°E	1.94
C86	175.00	83.59	27.2200°	N02.3636°E	82.79
C87	335.00	183.71	28.9001°	N03.1536°E	183.08
C88	335.00	88.49	11.4248°	N11.2412°E	88.37
C89	335.00	88.49	11.4248°	N00.1836°W	88.37
C90	335.00	26.74	4.3424°	N06.2712°E	26.73
C91	375.00	39.77	8.9844°	S70.0221°E	39.76
C92	375.00	48.85	7.2832°	S00.5532°E	48.89
C93	375.00	48.85	7.2832°	S05.3259°W	48.89
C94	375.00	48.85	7.2832°	S14.3131°W	48.89
C95	375.00	48.85	7.2832°	S21.3003°W	48.89
C96	375.00	10.64	1.3732°	S28.0305°W	10.64
C97	225.00	17.98	4.3424°	N08.2712°E	17.98
C98	225.00	45.00	11.9428°	N00.1836°W	45.02
C99	225.00	45.00	11.9428°	N11.2412°E	45.02
C100	955.00	247.10	14.4929°	N02.3813°E	246.41
C101	655.00	372.31	33.0421°	N01.1821°E	367.16
C102	800.00	153.91	10.0941°	S70.4201°E	153.08
C103	555.00	113.88	11.4524°	S68.0411°W	113.48
C104	555.00	180.25	18.3828°	N67.1355°W	180.32
C105	500.00	134.24	49.3737°	S38.1833°E	133.08
C106	325.00	33.06	3.4284°	N34.4107°W	33.06
C107	325.00	8.21	1.7848°	S28.0827°W	8.21
C108	325.00	172.02	30.7153°	S10.1518°W	170.02
C109	35.00	15.77	25.4516°	S74.4201°E	15.60
C110	35.00	11.82	19.9141°	S15.2642°E	11.78
C111	50.00	39.36	45.0537°	S8.4918°W	38.35
C112	50.00	36.02	41.1613°	N71.5936°W	35.24
C113	50.00	30.00	34.7299°	N34.4107°W	29.55
C114	50.00	30.00	34.7299°	N00.2925°E	29.55
C115	50.00	21.88	20.5428°	N28.3638°E	21.71
C116	50.00	18.13	15.6641°	N01.3839°E	18.10
C117	525.00	35.54	4.7222°	N01.2899°E	35.53
C118	525.00	35.54	4.7222°	N01.2899°E	35.53
C119	525.00	4.02	0.7818°	N05.3842°E	4.02
C120	1175.30	133.18	8.2015°	S60.3920°E	133.12
C121	1175.30	234.27	11.2439°	S67.3827°E	233.88
C122	645.00	43.77	3.5317°	S67.3827°E	43.78
C123	645.00	328.54	20.7104°	S79.1942°E	325.00

LINE	BEARING	DISTANCE
L1	S24.9030°E	22.86
L2	N81.1511°E	56.23
L3	N18.0808°E	84.00
L4	N24.1241°E	20.89
L5	S08.1151°W	60.00
L6	S38.3638°E	20.00
L7	N87.1151°W	26.46
L8	N10.5827°E	11.15
L9	N17.1450°E	42.80
L10	S63.0808°E	28.72
L11	N83.0809°W	6.82
L12	N81.4809°W	26.07
L13	N72.5151°W	122.47
L14	S25.4351°E	36.00
L15	N03.3515°W	18.27
L16	N17.1536°E	40.12
L17	S08.1151°W	26.66
L18	N08.1151°E	56.66
L19	S08.1151°W	31.54

LINE	BEARING	DISTANCE
L21	N17.1536°E	40.12
L22	S63.0808°E	28.72
L23	N83.0809°W	6.82
L24	N83.0809°W	54.10
L25	S08.1151°W	56.40
L26	N08.2707°W	49.49
L27	S63.0809°E	3.25
L28	N08.1151°E	11.78
L29	S02.3742°E	33.82
L30	S02.3742°E	36.45
L31	S02.3742°E	6.82
L32	N08.1151°E	36.00
L33	N08.1151°E	21.86
L34	S08.1151°W	21.16
L35	S07.1548°W	45.00
L36	S08.1151°W	50.85
L37	N08.1151°E	56.66
L38	N08.1151°E	1.18
L39	S08.1151°W	37.00
L40	N00.1912°E	13.87

LINE	BEARING	DISTANCE
L41	N08.1151°E	35.00
L42	N08.1151°E	21.86
L43	S08.1151°W	45.82
L44	S00.5039°W	39.08
L45	S01.5128°E	46.84
L46	N18.0808°E	83.11
L47	N03.3515°E	45.49
L48	N28.3151°E	46.50
L49	S02.3742°E	34.40
L50	N10.4925°W	4.90
L51	S03.0809°E	40.00
L52	S63.0809°E	30.00
L53	S63.0809°E	60.00
L54	N08.1151°E	22.79
L55	S72.0100°W	42.80
L56	N08.1151°E	35.87
L57	S38.3638°W	18.22

- LEGEND**
- IRON ROD FOUND (1/2" OR AS NOTED)
 - IRON ROD WITH CAP FOUND
 - IRON ROD WITH CAP SET (STAMPED JACOBS)
 - ▲ NAIL FOUND (60D, OR AS NOTED)
 - ⊙ IRON PIPE FOUND (1/2" OR AS NOTED)
 - ⊠ CALCULATED POINT
 - ⊡ DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - ⊢ D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - ⊣ R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - ROW RIGHT-OF-WAY
 - ELEC. ELECTRIC
 - C.E.F. CRITICAL ENVIRONMENTAL FEATURE
 - PROPOSED SIDEWALK
 - CRITICAL WATER QUALITY ZONE
 - WATER QUALITY TREATMENT ZONE
 - OPEN SPACE LOT
 - L.S. LANDSCAPE LOT
 - ⊞ MAILBOX

INDEMNIFICATION AGREEMENT

This Agreement is entered into by and between Carma Properties Westport LLC, a Texas limited liability corporation, (“DEVELOPER”) and Travis County, Texas, a political subdivision of the State of Texas (“COUNTY”), hereinafter collectively referred to as the Parties.”

WHEREAS, the DEVELOPER and the Texas Department of Transportation (“TxDOT”) have agreed to construct a highway project generally described as widen bridge and install left turn lane on US 183 as authorized by Texas Transportation Commission Minute Order Number 113675 (“the Project”); and

WHEREAS, the DEVELOPER has agreed with TxDOT to contribute \$527,270 to the Project by paying 100% of the Project’s engineering and surveying costs \$128,900 directly to the engineer for the Project, and contributing 100% of the Project’s construction costs, plus administrative and indirect costs \$398,370 to TxDOT; and

WHEREAS, because TxDOT’s policy is to accept money for projects to improve state highways only from local governments, the DEVELOPER has requested the COUNTY to accept the \$398,370 contribution from the DEVELOPER and pass it through to TxDOT pursuant to an Advanced Funding Agreement between the COUNTY and TxDOT; and

WHEREAS, to induce COUNTY to enter into the Advanced Funding Agreement and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the Advanced Funding Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into an Advanced Funding Agreement (“AFA”) on substantially the same terms as that attached hereto as Exhibit A, which is attached hereto and incorporated herein for all purposes, with the added provision that TxDOT will not seek to collect from or impose upon the COUNTY the cost of installing a traffic light within the Project’s limits.
2. Prior to the COUNTY executing the AFA, the DEVELOPER shall:
 - a. pay the COUNTY the sum of \$398,370 or such other sum as the AFA may specify as the COUNTY’s share of the Project’s total cost (“Estimated Costs”); and
 - b. post with the COUNTY either cash or a letter of credit in a form acceptable to the COUNTY in the amount of \$39,837 (“Fiscal Security”), being 10% of the DEVELOPER’s total contribution toward the Project. The COUNTY may draw fully or partially on the Fiscal Security to satisfy any of the DEVELOPER’s obligations

under this Agreement. The posting of the Fiscal Security does not in any way limit the DEVELOPER's liability or obligation under this Agreement to pay any sum in excess of the Fiscal Security.

3. The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached hereto as Exhibit A, with the added provision that TxDOT will not seek to collect from or impose upon the COUNTY the cost of installing a traffic light within the Project's limits, then:
 - a. the COUNTY shall pay to TxDOT the Estimated Costs to TxDOT pursuant to the AFA; and
 - b. the DEVELOPER shall:
 - i. perform all work, mitigation, or remediation, and produce and provide to TxDOT all plans, specifications, designs, schedules, estimates, permits, approvals, clearances, maps, property descriptions, or other data, documentation, or work products that TxDOT asserts that the AFA obligates the COUNTY to perform, produce or provide; and
 - ii. within 10 days of a written request from the COUNTY, pay to the COUNTY all monetary sums and indemnify the COUNTY against any and all claims of whatever kind or character for which TxDOT asserts that the COUNTY is liable or obligated to pay under the AFA.
4. Until TxDOT determines the Project is complete and the COUNTY has no more obligations to TxDOT under the AFA, the DEVELOPER shall at all times retain a licensed engineer or other qualified professional to produce and provide the data, documentation, or work products required under the AFA. The DEVELOPER certifies that it has retained the firm of Peloton Land Solutions to meet this requirement, and will notify the COUNTY if any other firm or person is retained to meet this requirement.
5. This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement prior to imposing it upon the DEVELOPER, drawing on the fiscal security, or otherwise enforcing this Agreement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.
6. Upon TxDOT notifying the COUNTY in writing that the Project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release

any remaining Fiscal Security and refund to the DEVELOPER any of the Estimated Costs or other money that TxDOT refunds to the COUNTY under the AFA.

7. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate addresses specified, with copies, as noted below:

County: Steven M. Manilla, P.E.
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

Copy to: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.1599

Developer: Carma Properties Westport LLC
Attn: Chad Matheson
9737 Great Hills Trail, Suite 260
Austin, Texas 78759

Copy to: DuBois Bryant & Campbell, LLP
Attn: E. Scott Lineberry
700 Lavaca, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent,

waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(h) The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The Developer agrees to pay and the County shall be entitled to recover reasonable attorney's fees and other collection costs if the County refers collection of a sum owed under or enforcement of this Agreement to an attorney.

(i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2013.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

CARMA PROPERTIES WESTPORT LLC

By: _____
Shaun E. Cranston, P.Eng.
Vice President

Date: _____

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Carma Properties Westport LLC, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Addison Section 1 Subdivision" (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: Carma Properties Westport LLC
9737 Great Hills Trail, Suite 260
Austin, TX 78759
ATTN: Chad Matheson

Copy to: DuBois Bryant & Campbell LLP
700 Lavaca, Suite 1300
Austin, TX 78701
ATTN: E. Scott Lineberry

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:

Carma Properties Westport LLC

_____ County Judge

Date:



By: Name: **SHAUN E. CRANSTON, P.Eng.**
Title: **VICE PRESIDENT OPERATIONS**

Authorized Representative

Date: 04 NOVEMBER 2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 4 day of November, by Shaun Cranston, in the capacity stated herein.

Signature of Notary



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



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY