



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 11, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests in Precinct Three:

- A) A plat for recording: Sweetwater Ranch Section Two Village Z Phase 1 Final Plat (Long Form Final Plat - 64 total lots - Pedernales Summit Parkway - No ETJ); and
- B) A Travis County Subdivision Construction Agreement with WS - COS Development, LLC.

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

A) This final plat consists of 64 total lots (61 single-family residential lots and 3 open-space/drainage easement lots) on 21.93 acres. There are 2,993 linear feet of public streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1B. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$5,978.13.

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

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

### **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's Alternative Fiscal Agreement on September 10, 2013, staff recommends approval of the final plat and the Subdivision Construction Agreement.

### **ISSUES AND OPPORTUNITIES:**

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

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

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

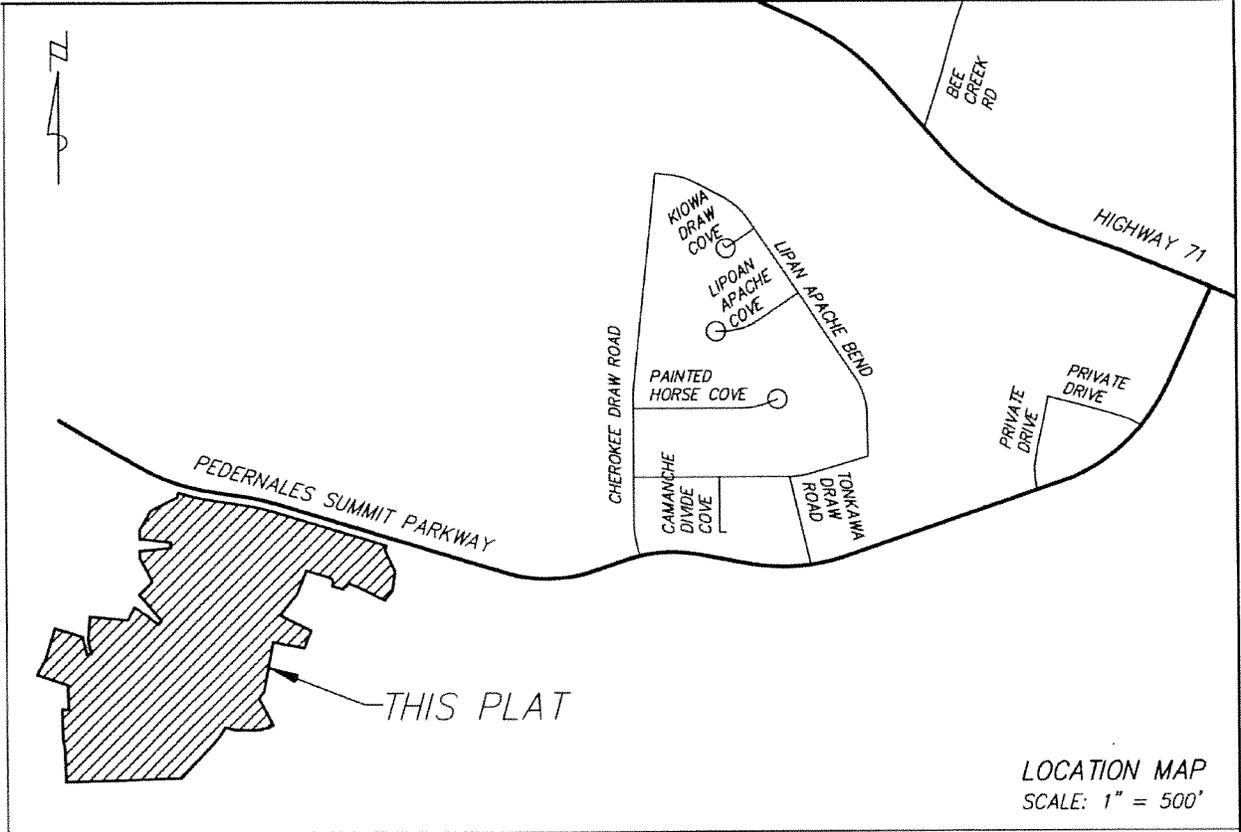
**REQUIRED AUTHORIZATIONS:**

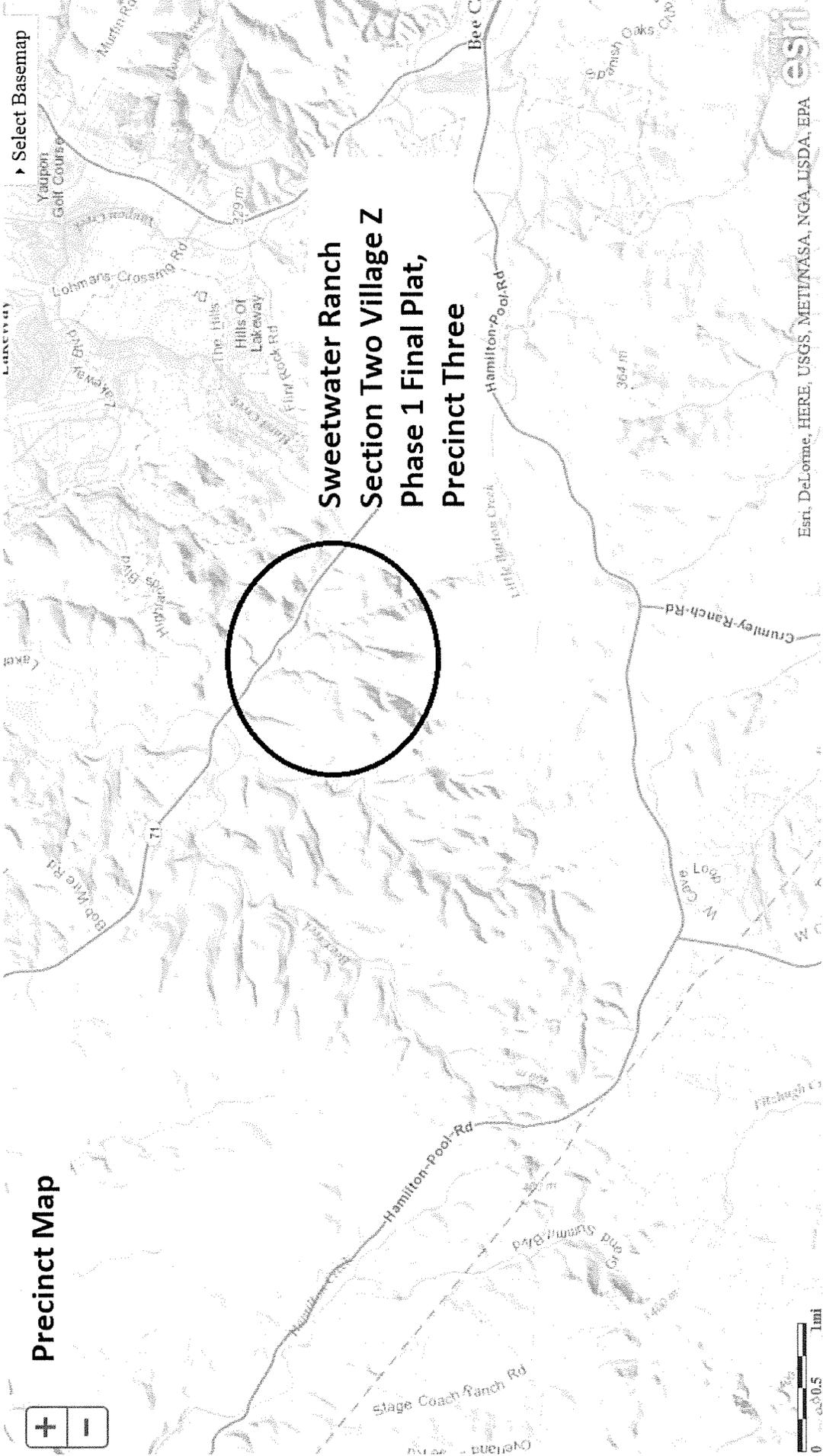
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**


**SM:AB:mh**

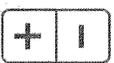
**1101 - Development Services Long Range Planning- Sweetwater Ranch Section Two Village Z Phase 1 Final Plat**





Select Basemap

Precinct Map



Sweetwater Ranch  
Section Two Village Z  
Phase 1 Final Plat,  
Precinct Three



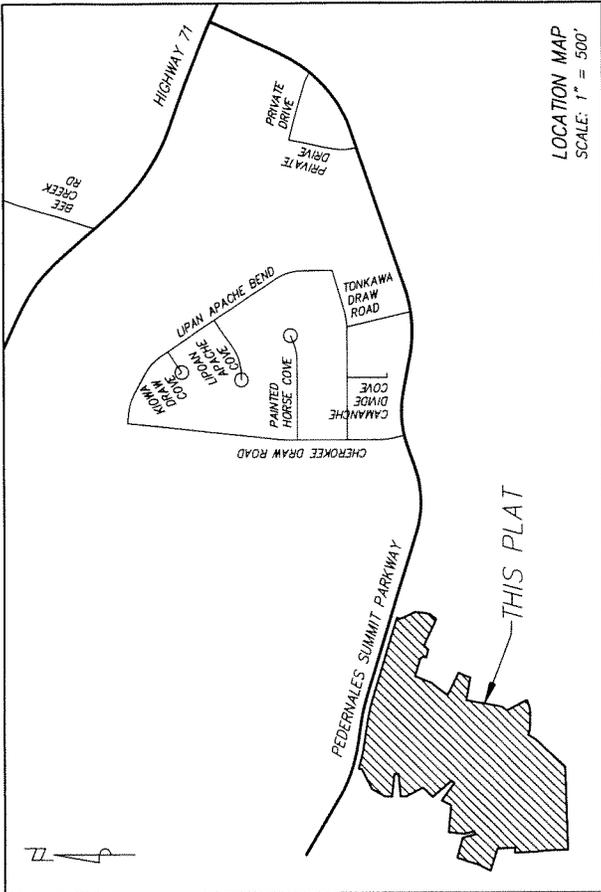
Esri, DeLorme, HERE, USGS, METI/NASA, NGA, USDA, EPA



PLAT OF  
**SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1**  
 TRAVIS COUNTY, TEXAS

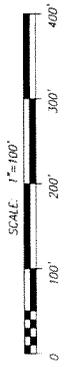
**TRAVIS COUNTY CONSUMER PROTECTION  
 NOTICE FOR HOME BUYERS**

*IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES*



DATE: JUNE 26, 2013  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-9784  
**RJ SURVEYING & ASSOCIATES, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817

# PLAT OF SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1 TRAVIS COUNTY, TEXAS



NOTES:

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND AGREES THAT PLANS FOR CONSTRUCTION OF THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DIVISION SHALL BE OBTAINED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO LCRA AND TCEQ BEFORE ANY PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE REGULATED 10 YEAR FLOODPLAIN AND THIS SUBDIVISION IS SUBJECT TO FLOODING AGREEMENT RECORDED AS DOCUMENT NUMBER 2006/00748 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. MUNICIPAL JURISDICTION NAME - THIS PLAT FALLS OUTSIDE THE C.O.A. E.L.J. BE CARE E.L.J. LAKEWAY E.L.J. AND WILL BE REGULATED BY TRAVIS COUNTY.
4. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 2010/00148 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THESE SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR EDGE OF LOT FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
5. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
6. WASTEWATER EASEMENTS LESS THAN 25 FEET WIDE ARE RESTRICTED TO CLOSED CONDUIT SYSTEMS ONLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY WINE MUNICIPAL DISTRICT "B". WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL EASEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS.
8. OTHER STRUCTURES SHALL BE ALLOWED IN ANY DRAINAGE OR WATER QUALITY EASEMENT. SUCH STRUCTURES SHALL BE CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
9. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
10. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY LAZY WINE MUNICIPAL DISTRICT.
11. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S (LCRA) HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.
12. ALL NEW-RESIDENTIAL LOTS NOT OWNED BY THE HOME OWNER'S ASSOCIATION OWNED AND MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
13. DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO USE FOR DRAINAGE AND LATERAL SUPPORT PURPOSES. PROPERTY OWNERS WITHIN THE BOUNDARIES OF THIS PLAT, PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS, TRAVIS COUNTY AND THE HOME OWNER'S ASSOCIATION. THE HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER INSTALL AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.
14. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED. THE HOME OWNER SHALL BE RESPONSIBLE FOR MAINTAINING AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENTS AT ALL TIMES.
15. SUBJECT TO SELECT SOIL AMENDMENTS AND CONSERVATION LANDSCAPING REQUIREMENTS IN ACCORDANCE WITH THE RESTRICTIONS GOVERNMENT FILED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DOCUMENT NO. \_\_\_\_\_.

DATE: JUNE 26, 2013  
SCALE: 1" = 100'  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753  
(512) 836-4937 FAX: (512) 836-4817  
F-9784  
**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753  
(512) 836-4937 FAX: (512) 836-4817



LINE	BEARING	LENGTH
L1	S165°42'37"W	19.81
L2	N105°54'21"E	10.90
L3	S28°20'41"E	77.41
L4	N29°05'41"W	77.36
L5	N17°36'48"E	19.70
L6	N65°45'16"W	30.64
L7	N11°28'05"E	62.99
L8	N44°30'51"E	12.97
L9	N04°16'29"W	22.07
L10	N72°35'14"E	36.29
L11	N105°51'42"W	70.60
L12	N80°58'11"W	70.69
L13	N105°41'15"W	75.75
L14	N70°30'30"W	84.90
L15	N08°30'20"E	69.98
L16	N08°30'20"E	69.98
L17	N44°21'04"E	48.01
L18	N07°52'41"E	69.96
L19	N105°52'19"E	69.98

ACREAGE BY LAND USE:  
RESIDENTIAL LOTS: 15.71 ACRES  
OPEN SPACE/LOT: 2.18 ACRES  
TOTAL: 21.93 ACRES

SITE DATA:  
RESIDENTIAL LOTS: 61  
OPEN SPACE/LOT: 3  
NUMBER OF BLOCKS: 3

OWNER:  
MS-COS DEVELOPMENT, LLC  
52 MASON ST.  
GREENWICH, CT 06030

LEGEND:  
● = SET 1/2" IRON ROD SET WITH RJ SURVEYING CAP  
○ = FOUND 1/2" IRON ROD  
ROW = RIGHT OF WAY  
DE = DRAINAGE EASEMENT  
WWE = WASTEWATER EASEMENT  
SDE = SIGHT DISTANCE EASEMENT  
SE = SLOPE EASEMENT  
A = BLOCK NAME

ROW	PAVING	DESIGN SPEED	TYPE CLASSIFICATION	STREET
28'	50'	25 MPH	C&G/LOCAL	PUBLIC
28'	28'	25 MPH	C&G/LOCAL	PUBLIC
28'	28'	25 MPH	C&G/LOCAL	PUBLIC
28'	28'	25 MPH	C&G/LOCAL	PUBLIC
28'	28'	25 MPH	C&G/LOCAL	PUBLIC

44.3204 ACRES  
JAN M. HARRIS  
SARA LEE HARRIS WALLACE  
AND KAY HARRIS  
VOL. 12542, PG. 260

LINEAR FEET OF NEW STREETS: 2993 FT

FINAL PLAT OF  
**SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1**  
 TRAVIS COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF TRAVIS

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C65	26.36	20.00	75.3191*	N84.901031E*	24.49
C66	31.42	20.00	90.0000*	N03.953374W*	28.28
C67	31.42	20.00	75.3191*	N82.951187W*	24.49
C68	26.36	20.00	14.2839*	N65.911874W*	5.04
C69	71.03	25.00	46.7173*	N62.464619W*	20.41
C70	162.65	50.00	108.2246*	N62.052246E*	99.85
C71	43.49	50.00	5.0833*	N67.171755E*	4.49
C72	63.10	50.00	22.3216*	N73.921974W*	59.16
C73	63.10	50.00	94.6946*	N16.314917E*	45.82
C74	47.60	50.00	94.6946*	N16.314917E*	45.82
C75	38.63	25.00	90.0000*	N46.461974W*	38.28
C76	38.63	25.00	22.3403*	N68.091074W*	68.05
C77	101.60	60.00	30.1420*	N28.221477W*	78.43
C78	55.48	25.00	87.7174*	S77.461810E*	130.06
C79	21.03	25.00	14.0722*	N69.171301E*	15.32
C80	21.03	25.00	48.7123*	N41.001047E*	20.41

KNOW ALL MEN BY THESE PRESENTS THAT MS-COS DEVELOPMENT, LLC, ACTING BY AND THROUGH J. ROBERT LONG, AUTHORIZED SIGNATORY, BEING THE OWNER OF THAT (975.83) ACRE TRACT OF LAND IN THE C.I. STROTHER SURVEY NO. 606, AND THE SEEN RECORDS THEREIN IN TRAVIS COUNTY, TEXAS, DO HEREBY SUBMIT TO THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 201102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN ON THE ATTACHED PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1" AND DOES HEREBY DEDICATE TO THE PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
 BY: MICHAEL J. RAFFERTY, DATE \_\_\_\_\_  
 MICHAEL J. RAFFERTY, LLC  
 52 WATSON STREET  
 GREENWICH, CT 06830

STATE OF TEXAS  
 COUNTY OF TRAVIS  
 BEFORE ME, THE UNDERSIGNED OFFICIAL, ON THIS DAY PERSONALLY APPEARED MICHAEL J. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE FOREGOING INSTRUMENT WAS EXECUTED BY HIM FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
 NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
 NOTARY PUBLIC PRINTED NAME \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 SEAL

STATE OF TEXAS  
 COUNTY OF TRAVIS  
 I, DANA DEBEAUVOUR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS  
 DEPUTY  
 STATE OF TEXAS  
 COUNTY OF TRAVIS  
 I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., PLAT RECORDS OF SMO COUNTY AND STATE IN TRAVIS COUNTY.  
 WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.  
 DANA DEBEAUVOUR, COUNTY CLERK  
 TRAVIS COUNTY, TEXAS

THE 100 YEAR FLOOD PLAN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48453C0385A, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.  
 NO RESIDENTIAL LOT IS WITHIN THE 100 YEAR FLOOD PLAN.  
 K. KEITH COLLINS, P.E.  
 60878  
 PROFESSIONAL ENGINEER NO. 80579  
 RANDALL JONES ENGINEERING, INC.  
 1212 EAST BRAKER LANE  
 AUSTIN, TEXAS 78755



SWEETWATER DEVELOPMENT PLAT NOTES:

- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERMITTING AND APPROPRIATE FINAL PLATS FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMITTING TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT), TOGETHER WITH APPROPRIATE COMPLETED DISTRICT (TDDOT), TOGETHER WITH APPROPRIATE COMPLETED IN-ADDITION, PERMITTING AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSION OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE TIME THE WATER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WASTE WATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR THE LCRA AND THE LAZY MINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA), THE WATER QUALITY ENVIRONMENTAL DISTRICT (WQED), THE WATER QUALITY ENVIRONMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INADDITION OR OTHER ACTION IN COURT OF APPROPRIATE JURISDICTION.

LOWER COLORADO RIVER AUTHORITY  
 DATE \_\_\_\_\_

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	208.97	970.00	1750.16*	N65.111697W*	208.56
C2	161.30	970.00	631.40*	N77.019107W*	161.12
C3	138.29	900.00	846.17*	N77.311057W*	138.15
C4	31.42	20.00	162.063374W*	N62.052246E*	28.28
C5	97.14	525.00	1026.10*	N70.331917E*	116.52
C6	62.67	175.00	303.5310*	N79.591057W*	62.47
C7	118.00	175.00	173.941057W*	N62.052246E*	117.20
C8	20.29	50.00	33.1177*	N47.104139E*	20.15
C9	31.42	20.00	90.0000*	N03.953374W*	28.28
C10	31.42	20.00	75.3191*	N82.951187W*	24.49
C11	26.36	20.00	14.2839*	N65.911874W*	5.04
C12	71.03	25.00	46.7173*	N62.464619W*	20.41
C13	162.65	50.00	108.2246*	N62.052246E*	99.85
C14	43.49	50.00	5.0833*	N67.171755E*	4.49
C15	63.10	50.00	22.3216*	N73.921974W*	59.16
C16	63.10	50.00	94.6946*	N16.314917E*	45.82
C17	47.60	50.00	94.6946*	N16.314917E*	45.82
C18	38.63	25.00	90.0000*	N46.461974W*	38.28
C19	38.63	25.00	22.3403*	N68.091074W*	68.05
C20	101.60	60.00	30.1420*	N28.221477W*	78.43
C21	55.48	25.00	87.7174*	S77.461810E*	130.06
C22	21.03	25.00	14.0722*	N69.171301E*	15.32
C23	21.03	25.00	48.7123*	N41.001047E*	20.41
C24	71.31	225.00	1872.38*	N57.272171W*	71.21
C25	63.21	175.00	2041.41*	N72.091074W*	62.87
C26	63.21	175.00	2169.13*	N72.221967W*	62.60
C27	38.97	175.00	1206.16*	N07.512816W*	36.50
C28	60.42	175.00	835.74*	N18.721817W*	58.46
C29	60.42	175.00	1523.09*	N09.291547W*	58.46
C30	22.65	225.00	536.01*	N20.041307W*	22.64
C31	18.90	20.00	57.0000*	N61.001263W*	18.09
C32	305.29	60.00	291.3190*	N64.311431E*	175.49
C33	305.29	60.00	4746.95*	N65.751047E*	46.60
C34	30.64	60.00	5504.01*	N04.711557W*	35.47
C35	37.67	60.00	2839.34*	S37.492297W*	30.02
C36	30.34	60.00	2939.09*	S08.291000W*	31.03
C37	31.80	60.00	3033.33*	N63.751097W*	31.62
C38	31.80	60.00	3729.54*	N24.781275W*	31.74
C39	49.57	60.00	47.9927*	N15.411517E*	48.17
C40	31.42	20.00	90.0000*	N03.953374W*	28.28
C41	31.42	20.00	90.0000*	N03.953374W*	28.28
C42	64.93	175.00	2324.33*	N59.091074W*	64.48
C43	64.93	175.00	2971.59*	N28.311527E*	71.43
C44	140.15	275.00	2971.59*	N28.311527E*	138.64
C45	96.89	225.00	1426.10*	N35.541477E*	96.54
C46	51.98	225.00	1449.49*	N21.781477E*	51.82
C47	51.98	225.00	1194.07*	N37.351487E*	51.04
C48	34.93	275.00	1101.43*	N28.321537E*	32.85
C49	34.93	275.00	706.09*	N17.281577E*	34.07
C50	31.42	20.00	90.0000*	N03.953374W*	28.28
C51	31.42	20.00	90.0000*	N03.953374W*	28.28
C52	29.06	20.00	83.7433*	N62.781077E*	26.57
C53	17.45	20.00	49.5941*	N78.561077E*	16.90
C54	17.45	20.00	2054.44*	N68.512974W*	7.26
C55	10.15	20.00	2974.57*	N69.281407E*	10.04
C56	70.57	50.00	279.5923*	N13.551537E*	64.29
C57	244.34	50.00	6924.35*	N88.382974W*	56.93
C58	37.66	50.00	4309.05*	N15.041417W*	36.77
C59	37.66	50.00	4254.75*	N07.561597E*	36.57
C60	34.42	50.00	3908.46*	N72.131367E*	31.50
C61	54.29	50.00	62.0735*	N65.081744E*	51.60
C62	17.45	20.00	49.5941*	N61.041616W*	16.90
C63	17.45	20.00	1780.46*	N29.311476E*	81.36
C64	55.66	225.00	1470.27*	N30.361537E*	55.52
C65	29.06	20.00	6322.43*	N65.711077E*	26.60
C66	149.90	557.14	1429.925*	N30.27247E*	140.53
C67	31.98	20.00	97.2121*	N65.921597W*	30.04
C68	96.29	725.00	745.37*	N70.071271W*	96.24
C69	96.29	725.00	649.99*	N81.281202W*	11.91
C70	11.91	725.00	056.97*	N60.051477E*	24.63
C71	26.53	20.00	25.5935*	N15.541367W*	73.89
C72	29.39	60.00	387.5928*	N15.541367W*	9.67
C73	9.77	20.00	27.5913*	N67.541939E*	9.67
C74	56.68	60.00	4407.25*	N49.091327E*	54.59
C75	51.37	60.00	4971.54*	N79.741597W*	49.82
C76	44.32	60.00	3249.52*	N33.331375E*	43.32
C77	36.05	60.00	42.9517*	N67.551444E*	35.51
C78	36.05	60.00	4035.69*	N65.251577E*	41.62
C79	42.50	60.00	4035.69*	N65.251577E*	41.62
C80	42.26	60.00	4021.26*	N74.051457W*	41.39
C81	108.74	775.00	806.46*	N77.501517W*	108.65
C82	31.17	20.00	89.1810*	N61.332277E*	28.17
C83	42.44	775.00	308.16*	N80.201077W*	42.44
C84	67.30	775.00	458.91*	N76.671630W*	67.28
C85	4.81	20.00	1346.49*	N60.401527W*	4.80

**EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between **WS – COS Development, LLC**, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "**Sweetwater Section Two Village Z Phase 1**" (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 County Executive 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 County Executive notifies the Subdivider must be corrected, the County Executive 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 County Executive will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

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

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

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

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

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

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

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

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

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

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

Subdivider: WS – COS Development, LLC  
5348 Pedernales Summit Pkwy  
Austin, Texas 78738

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

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

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

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

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

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

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

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

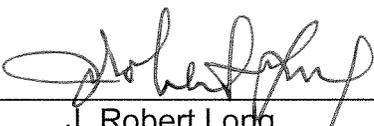
TRAVIS COUNTY, TEXAS

SUBDIVIDER:

WS – COS Development, LLC, a Delaware limited liability company

\_\_\_\_\_  
County Judge

Date:

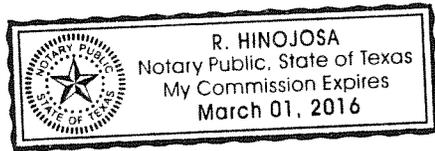
  
\_\_\_\_\_  
J. Robert Long  
Authorized Signatory  
Date: August 12, 2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12 day of August, 2013 by J. Robert Long, Authorized Signatory of WS – COS Development, LLC, in the capacity stated herein.



R. Hinojosa  
Signature of Notary

After Recording Return to:

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

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

21.93 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE C. J. STROTHER SURVEY No. 606 AND THE SAM WILDY SURVEY No. 527 AND BEING A PART OF THAT 975.83 ACRE TRACT OF LAND CONVEYED TO WS-COS INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2011102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 1/2" iron rod found at Texas State Plane Central Zone NAD 83 coordinates X=3021595.81 feet and Y=10090227.69 feet in the South Line of Pedernales Summit Parkway, (a right of way 70 feet wide at this point) as shown on the plat of Sweetwater Section One, according to the plat thereof recorded in Document No. 201000110 of the Official Public Records of Travis County, Texas, at the beginning of a curve to the left having a radius of 970.00 feet, a central angle of 12°20'36", a chord bearing S.66°11'59"E., 208.56 feet;

THENCE southeasterly, along the arc of said curve and along the South Line of Pedernales Summit Parkway, a distance of 208.97 feet to the Point of Beginning and to a point of compound curvature of a curve to the left;

THENCE continue along the South Line of Pedernales Summit Parkway the following four courses:

1. Easterly, along the arc of a curve to the left, a distance of 161.30 feet, said curve having a radius of 970.00 feet, a central angle of 09°31'40", and a chord bearing S.77°08'07"E., 161.12 feet to a 1/2" iron rod found;
2. S.81°55'57"E. a distance of 116.29 feet to a point on a non-tangent curve to the right;
3. Easterly along the arc of said curve, a distance of 138.29 feet, said curve having a radius of 900.00 feet, a central angle of 08°48'13" and a chord bearing S.77°33'05"E., 138.15 feet;
4. S.73°05'20"E. a distance of 493.96 feet;

THENCE departing the South Line of Pedernales Summit Parkway and across the said 975.83 Acre Tract the following 25 courses:

1. S.16°54'23"W. a distance of 19.83 feet;
2. S.24°19'50"E. a distance of 98.41 feet;
3. S.08°04'12"W. a distance of 84.78 feet;
4. S.38°08'40"W. a distance of 74.94 feet;
5. N.67°35'18"W. a distance of 174.29 feet;
6. N.73°05'37"W. a distance of 50.00 feet;
7. N.16°54'23"E. a distance of 10.90 feet to a point of curvature of a curve to the left;
8. Northwesterly, along the arc of said curve to the left a distance of 31.42 feet, said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord bearing N.28°05'37"W., 28.28 feet;

21.93 Acres

9. N.73°05'37"W. a distance of 102.83 feet;
10. S.21°49'06"W. a distance of 103.53 feet;
11. S.38°30'14"W. a distance of 121.85 feet;
12. S.64°12'19"E. a distance of 147.10 feet to a point on a non-tangent curve to the left;
13. Southerly along the arc of said curve, a distance of 97.14 feet, said curve having a radius of 525.00 feet, a central angle of 10°36'03" and a chord bearing S.20°29'40"W., 97.00 feet;
14. N.79°35'24"W. a distance of 131.83 feet;
15. S.10°24'36"W. a distance of 140.00 feet;
16. S.24°37'33"W. a distance of 72.21 feet;
17. S.10°24'36"W. a distance of 65.00 feet;
18. S.65°06'45"E. a distance of 108.87 feet to a point on a non-tangent curve to the right;
19. Westerly along the arc of said curve, a distance of 118.79 feet, said curve having a radius of 175.00 feet, a central angle of 38°53'31" and a chord bearing S.70°33'14"W., 116.52 feet;
20. N.90°00'00"W. a distance of 60.43 feet to a point of curvature of a curve to the right;
21. Westerly, along the arc of said curve to the right a distance of 62.81 feet, said curve having a radius of 175.00 feet, a central angle of 20°33'49", and a chord bearing N.79°43'06"W., 62.47 feet;
22. S.20°33'49"W. a distance of 50.00 feet to a point on a non-tangent curve to the right;
23. Westerly along the arc of said curve, a distance of 11.29 feet, said curve having a radius of 225.00 feet, a central angle of 02°52'31" and a chord bearing N.67°59'56"W., 11.29 feet;
24. S.43°07'51"W. a distance of 233.20 feet to the South Line of the said 975.83 Acre Tract;
25. THENCE S.88°11'07"W., along said South Line, a distance of 488.34 feet (from which point an iron pipe found bears S.88°11'07"W., 480.20 feet);

THENCE across the said 975.83 Acre Tract the following 28 courses:

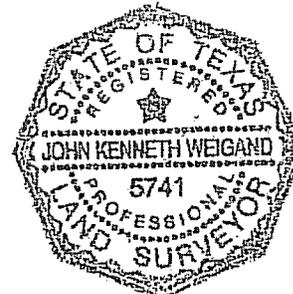
1. N.01°48'18"W. a distance of 129.46 feet;
2. S.88°11'41"W. a distance of 6.46 feet;
3. N.01°48'19"W. a distance of 177.00 feet;
4. N.88°11'41"E. a distance of 26.61 feet;
5. N.01°48'19"W. a distance of 80.00 feet;
6. S.88°11'41"W. a distance of 103.26 feet;
7. N.04°24'36"E. a distance of 224.33 feet;
8. S.87°37'48"E. a distance of 120.26 feet;
9. S.28°05'43"E. a distance of 77.41 feet to a point on a non-tangent curve to the right;
10. Northeasterly along the arc of said curve, a distance of 20.09 feet, said curve having a radius of 60.00 feet, a central angle of 19°11'17" and a chord bearing N.61°54'17"E., 20.00 feet;

21.93 Acres

11. N.28°05'43"W. a distance of 77.36 feet;
12. N.05°31'11"E. a distance of 91.65 feet;
13. S.84°28'49"E. a distance of 195.29 feet;
14. N.27°53'11"E. a distance of 61.46 feet;
15. S.54°20'32"E. a distance of 125.60 feet to a point on a non-tangent curve to the right;
16. Northeasterly along the arc of said curve, a distance of 20.29 feet, said curve having a radius of 50.00 feet, a central angle of 23°15'06" and a chord bearing N.41°01'39"E., 20.15 feet;
17. N.40°59'55"W. a distance of 145.03 feet;
18. N.44°02'02"E. a distance of 79.80 feet;
19. N.27°22'44"W. a distance of 110.71 feet;
20. N.00°00'00"W. a distance of 32.35 feet;
21. N.84°37'13"E. a distance of 131.52 feet to a point on a non-tangent curve to the right;
22. Northerly along the arc of said curve, a distance of 24.20 feet, said curve having a radius of 60.00 feet, a central angle of 23°06'44" and a chord bearing N.00°50'16"W., 24.04 feet;
23. N.84°08'07"W. a distance of 131.28 feet;
24. N.00°00'00"W. a distance of 38.60 feet;
25. N.29°55'12"E. a distance of 94.15 feet;
26. N.63°46'58"E. a distance of 125.98 feet;
27. N.17°36'48"E. a distance of 19.70 feet to the said Point of Beginning.

Containing 21.93 acres, more or less, as shown on the plat attached.

  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas



RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753

Bearings are Texas State Plane Central Zone, NAD 83