



Travis County Commissioners Court Agenda Request

Meeting Date: May 6, 2014

Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works
Director - Road and Bridge Division

Carol B. Johnson
Department Head: Steven M. Mahilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Precinct Three:

- A) Sweetwater Ranch Section One, Village H;
- B) Sweetwater Ranch Section One, Village H2; and
- C) Approve a proposed License Agreement with the Sweetwater Master Community, Inc. for private improvements within the public right-of-way (ROW).

BACKGROUND/SUMMARY OF REQUEST:

Sweetwater Ranch Section One, Village H was recorded on September 27, 2012 at Document #201200187 with Village H2 also being recorded on September 27, 2012 at Document #201200188. These subdivisions have been inspected for conformance with the approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Village H is accessed from Pedernales Summit Parkway, a street maintained by Travis County. Village H2 is accessed from Village H, which is being accepted as Part A of this agenda item. This action will add an overall total of 0.66 miles to the Travis County road system.

The applicant also requests to enter into a License Agreement. The agreement will cover improvements along various locations of ROW within Sweetwater Ranch Section One, Village A, Pedernales Summit Parkway, and Village H. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

The proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Sweetwater Master Community, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreement. The improvement will maintain the seven foot clear zone in order to adequately address the safety of the traveling public. The proposed License Agreement utilizes the standard form.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- RAS Inspection
- License Agreement
- Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Inspector	TNR	(512) 854-3314
Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Sweetwater Ranch Section One, Village H, Village H2, and License Agreement for Village H

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

APPROVAL OF CONSTRUCTION

DATE: April 17, 2014

DEVELOPER/OWNER:

WS-COS Development, LLC
52 Mason Street
Greenwich, CT 06830

ENGINEER:

Malone/Wheeler, Inc
c/o Rick Wheeler
7500 Rialto Blvd., Bldg. 1
Suite 240
Austin, TX 78735

SUBJECT: Sweetwater Ranch Section One, Village H

Effective this date, street and drainage construction within this project appears to be in conformance with the approved construction documents. This construction will enter into a one (1) year performance period, which will start at the time of approval by Travis County's Commissioners Court. Prior to the end of this period, Travis County will re-inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the performance period. If not, the developer/owner shall take corrective actions, actions which are acceptable to the County.

The developer/owner is required to maintain performance period fiscal of 10% of the actual street and drainage cost until the end of the performance period. If applicable, 100% of sidewalk fiscal will also need to remain for the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

OTHER REMARKS:

BY: Don W. Ward 4/22/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Stiggins 4/22/14
TNR Engineering Specialist – Paul Stiggins

Johnny Anglin 4-21-14
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

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SUBJECT: Sweetwater Ranch Section One, Village H2

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ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 518X &
548A/B

Sweetwater Ranch Section One, Village H
Sweetwater Ranch Section One, Village H2

Pct.# 3
Atlas No. K-03

VILLAGE H - RECORDED AT DOCUMENT #201200187 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/27/2012
 VILLAGE H2 - RECORDED AT DOCUMENT #201200188 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/27/2012

THESE SUBDIVISIONS CONTAIN 5 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
Village H								
1	Buchanan Draw Road	Pedernales Summit Pkwy northerly to the NE corner of Lot 21, Blk A	1143	0.22	50	HMAC	28'	YES
2	Deep Well Drive	Buchanan Draw Rd easterly to Gunnison Turn Rd	450	0.09	50	HMAC	28'	YES
3	Gunnison Turn Road	Buchanan Draw Rd easterly then northerly Rio Chama Lane	1056	0.20	50	HMAC	28'	YES
4	Rio Chama Lane	Buchanan Draw Rd easterly to Gunnison Turn Rd	504	0.10	50	HMAC	28'	YES
Village H2								
5	Gunnison Turn Cove	Gunnison Turn Rd south to a cul-de-sac with a 60' radius	309	0.06	50	HMAC	28'	YES
Total Footage/Mileage			3462	0.66				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 49 & 19 respectively

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREET AND DRAINAGE FACILITIES EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 5 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.66 MILES BE ACCEPTED BY

 DATE

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

Donald W. Ward 4/22/14

 Donald W. Ward, PE
 Assistant Public Works Director -
 Road and Bridge Division

 DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-93

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

SWEETWATER SECTION ONE, VILLAGE H
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 4/11/14 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- N/A 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- Rcv'd 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- Rcv'd 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Built**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- N/A 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/2/14 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202 (q), § 82.301 (ix)(G)(13), § 82.401 (5)
- 4/21/14 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, common area sidewalks, and traffic control devices shown on the approved traffic control plan). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 10/4/13 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- Rcv'd 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

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Travis County Administration Building
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§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

**SWEETWATER SECTION ONE, VILLAGE H2
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/11/14 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
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- Rcv'd 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)



Able 2 Access, Inc

11010 Prairie Dove Circle
Austin, TX 78758

PH: (512) 762-6349
FX: (512) 692-2574

April 2, 2014

J Robert Long
WS-COS Development LLC
5348 Pedernales Summit Pkwy
Austin, TX 78738

Re: Sweetwater Section 1, Village H and H2
Permit # 07-3977
Various Streets
Austin, TX 78738

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Long:

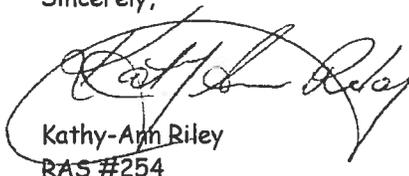
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA, (P.L. 101-336) or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection or the requirement of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,



Kathy-Ann Riley
RAS #254

Enclosures:



Texas Accessibility Standards Architectural Barriers Worksheet

Project Information

Project: Sweetwater Section 1, Village H and H2

Facility: Sweetwater Section 1, Village H and H2

Address: Various streets in the Sweetwater Subdivision
Austin, TX 78738

Scope of Work: New Construction - New Curb Ramps and associated sidewalks with new sub-division.

Owner Information

Owner's Name: J Robert Long - WS-COS Development LLC

Owner's Address: 5348 Pedernales Summit Pkwy
Austin, TX 78738

Action Information

RAS Name: Kathy-Ann Riley **RAS #:** 254

Action: Site Inspection **Date of Action:** October 17, 2013

Comments: This project is New Construction, therefore all features of this project must be fully compliant with these standards.

See comments in Bolded Type with Associated Drawings (indicating Non-Compliant Items) & Advisories (if applicable)

X = Unacceptable

✓ = Acceptable

<u>Chapter 4 - Accessible Routes</u>		401.1 Scope. The provisions of Chapter 4 shall apply where required by Chapter 2 or where referenced by a requirement in this document. (2016)
<u>401 General</u>		
<u>402 Accessible Routes</u>	✓	
<u>403 Walking Surfaces</u>	✓	
<u>404 Doors, Doorways, and Gates</u>		
<u>405 Ramps</u>		
<u>406 Curb Ramps</u>	✓	
<u>Chapter 5 – Chapter 10</u>		These sections not utilized in this project

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Sweetwater Master Community, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the Pedernales Summit Parkway in **Sweetwater Section One Village A**, and **Sweetwater Section One Pedernales Summit Parkway**, and the roads in **Sweetwater Section One Village H**, subdivisions located in Travis County, being more particularly described in those certain plats recorded as Document No. 200600162, 201000110, and 201200187, respectively, of the Official Public Records of Travis County, (collectively the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to pay expenses and maintain certain lighting, landscaping and improvements in portions of the right-of-ways within the Subdivision, and custom street lights and street signs in all right-of-ways in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, landscape lighting, trees, shrubs, custom street lights and street signs, and retaining walls (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in the Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

- A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

- a. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the COUNTY, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or an additional insured. This insurance coverage shall cover all perils arising out of or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Director of Public Improvements & Transportation Department within twenty-one (21) days of the effective date of this Agreement.
- B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the

effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance or use of the Licensed Property. The indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

- A. **Compliance with Regulations.** The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.
- B. **ASSOCIATION'S Responsibilities.** The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.
- C. **Maintenance.** The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.
- D. **Removal or Modification.** The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of the Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.
- E. **Default.** In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the

ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

- F. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of ELEVEN THOUSAND TWO HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$11,248.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

- A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.
- B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:
 - 1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not be be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from the ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Sweetwater Master Community, Inc.
c/o Southwest Management Services
PO Box 342585
Austin, TX 78734

COPY TO:

Lawrence Settanni
Wheelock Street Capital, LLC
52 Mason Street
Greenwich, CT 06830

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Steve Manilla, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

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

XVI. Annexation by the City

- A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissionser Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

TERMS AND CONDITIONS ACCEPTED, this the 15TH day of JULY, 2013.

THE ASSOCIATION:

Sweetwater Master Community, Inc.

By: _____
J Robert Long
President, Authorized Representative

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ____ day of _____, 20____, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

By: _____

Printed Name: _____

My commission expires: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

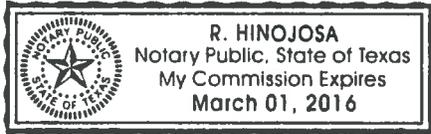
This instrument was acknowledged before me on this the 15 day of July, 2013, by J Robert Long, President of the Sweetwater Master Community, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

By: R. Hinojosa

Printed Name: R. Hinojosa

My commission expires: 3-1-2016



ADDRESS OF ASSOCIATION:

Sweetwater Master Community, Inc.
c/o Southwest Management Services
PO Box 342585
Austin, TX 78734

EXHIBIT "A"

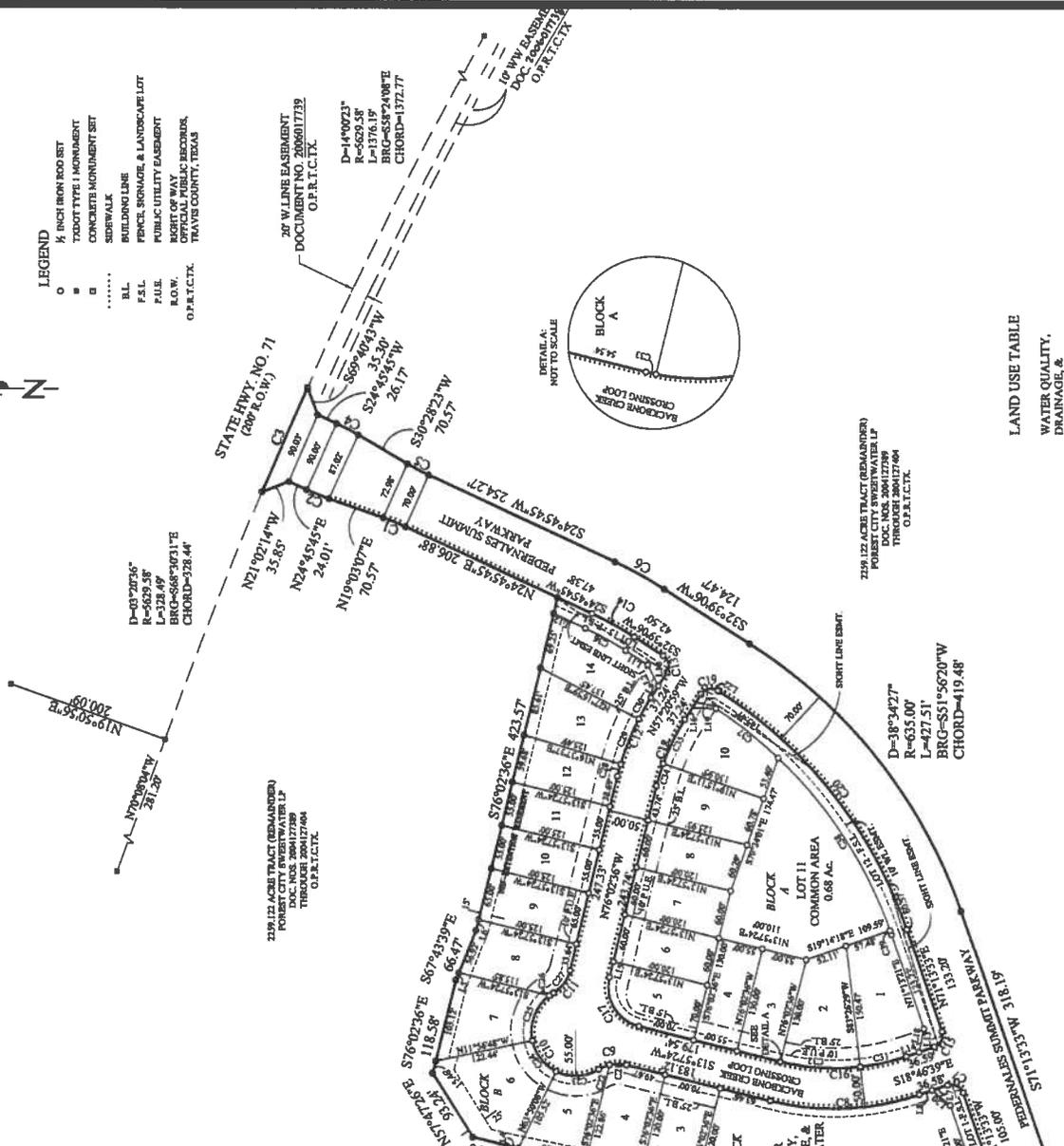
200600162

SWEETWATER SECTION ONE VILLAGE A



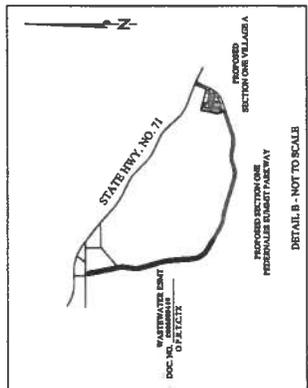
TRAVIS COUNTY, TEXAS
NOVEMBER, 2005

- LEGEND**
- 1/2 INCH IRON ROD SET
 - TYPED TYPE 1 MONUMENT
 - CONCRETE MONUMENT SET
 - SIDEWALK
 - BUILDING LINE
 - FENCE, SIGNAGE, & LANDSCAPE LOT
 - P.U.L. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT OF WAY
 - OFFICIAL PUBLIC RECORD, TRAVIS COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N11°04'57"E	15.24
L2	N11°22'48"E	15.24
L3	N85°56'27"E	15.24
L4	N11°22'48"E	15.24
L5	N85°56'27"E	15.24
L6	N11°22'48"E	15.24
L7	N85°56'27"E	15.24
L8	N11°22'48"E	15.24
L9	N85°56'27"E	15.24
L10	N11°22'48"E	15.24
L11	N85°56'27"E	15.24
L12	N11°22'48"E	15.24
L13	N85°56'27"E	15.24
L14	N11°22'48"E	15.24
L15	N85°56'27"E	15.24
L16	N11°22'48"E	15.24
L17	N85°56'27"E	15.24
L18	N11°22'48"E	15.24
L19	N85°56'27"E	15.24
L20	N11°22'48"E	15.24
L21	N85°56'27"E	15.24
L22	N11°22'48"E	15.24

CURVE	DBL STA	BLANKS	CHORD BEARINGS	ARC	CHORD
C1	0+00.00	300.00	N11°22'48"E	29.97	29.97
C2	0+30.00	300.00	N11°22'48"E	29.97	29.97
C3	0+60.00	300.00	N11°22'48"E	29.97	29.97
C4	0+90.00	300.00	N11°22'48"E	29.97	29.97
C5	1+20.00	300.00	N11°22'48"E	29.97	29.97
C6	1+50.00	300.00	N11°22'48"E	29.97	29.97
C7	1+80.00	300.00	N11°22'48"E	29.97	29.97
C8	2+10.00	300.00	N11°22'48"E	29.97	29.97
C9	2+40.00	300.00	N11°22'48"E	29.97	29.97
C10	2+70.00	300.00	N11°22'48"E	29.97	29.97
C11	3+00.00	300.00	N11°22'48"E	29.97	29.97
C12	3+30.00	300.00	N11°22'48"E	29.97	29.97
C13	3+60.00	300.00	N11°22'48"E	29.97	29.97
C14	3+90.00	300.00	N11°22'48"E	29.97	29.97
C15	4+20.00	300.00	N11°22'48"E	29.97	29.97
C16	4+50.00	300.00	N11°22'48"E	29.97	29.97
C17	4+80.00	300.00	N11°22'48"E	29.97	29.97
C18	5+10.00	300.00	N11°22'48"E	29.97	29.97
C19	5+40.00	300.00	N11°22'48"E	29.97	29.97
C20	5+70.00	300.00	N11°22'48"E	29.97	29.97
C21	6+00.00	300.00	N11°22'48"E	29.97	29.97
C22	6+30.00	300.00	N11°22'48"E	29.97	29.97
C23	6+60.00	300.00	N11°22'48"E	29.97	29.97
C24	6+90.00	300.00	N11°22'48"E	29.97	29.97
C25	7+20.00	300.00	N11°22'48"E	29.97	29.97
C26	7+50.00	300.00	N11°22'48"E	29.97	29.97
C27	7+80.00	300.00	N11°22'48"E	29.97	29.97
C28	8+10.00	300.00	N11°22'48"E	29.97	29.97
C29	8+40.00	300.00	N11°22'48"E	29.97	29.97
C30	8+70.00	300.00	N11°22'48"E	29.97	29.97
C31	9+00.00	300.00	N11°22'48"E	29.97	29.97
C32	9+30.00	300.00	N11°22'48"E	29.97	29.97
C33	9+60.00	300.00	N11°22'48"E	29.97	29.97
C34	9+90.00	300.00	N11°22'48"E	29.97	29.97
C35	10+20.00	300.00	N11°22'48"E	29.97	29.97
C36	10+50.00	300.00	N11°22'48"E	29.97	29.97
C37	10+80.00	300.00	N11°22'48"E	29.97	29.97
C38	11+10.00	300.00	N11°22'48"E	29.97	29.97
C39	11+40.00	300.00	N11°22'48"E	29.97	29.97
C40	11+70.00	300.00	N11°22'48"E	29.97	29.97



LAND USE TABLE

LAND USE	ACRES
WATER QUALITY, DRAINAGE, & WASTE WATER LOTS	1
COMMON AREA	4
LANDSCAPE LOTS	22
SF LOTS	2
BLOCKS	9.657 AC.
TOTAL ACREAGE	3

STREET SUMMARY

STREET	70 FOOT R.O.W.	1346.05 LINEAR FEET
PEDERNALES SUMMIT PARKWAY	50 FOOT R.O.W.	1016.38 LINEAR FEET
BACKBONE CREEK CROSSING LOOP		

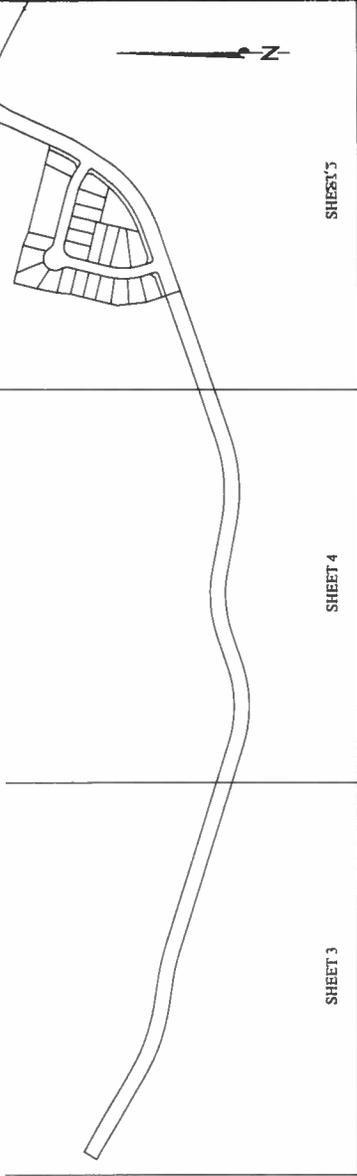
SHEET 3 OF 3

SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY

20100110

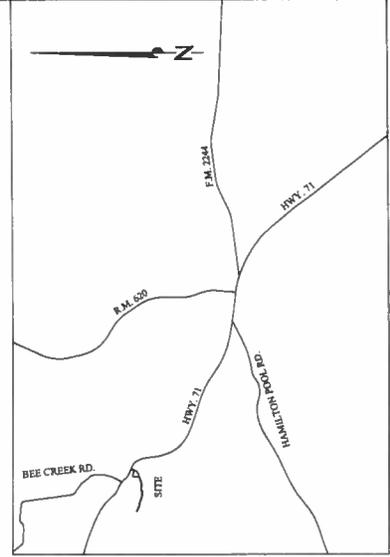
NOTES:

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 ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
4. NO PORTION OF THIS PROJECT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 49453C0365E, DATED JUNE 16 1993.
5. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100746.
6. MUNICIPAL JURISDICTION: THE BOUNDARIES OF THIS FINAL PLAT FALL OUTSIDE C.O.A. ETI, BEE CAVE ETI, LAKEWAY ETI, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
7. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
8. ALL STREETS IN DEDICATED PUBLIC RIGHT-OR-WAY WILL BE CURB AND GUTTER.
9. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
10. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
11. DRAINAGE EASEMENTS LESS THAN 25 FEET WIDE ARE RESTRICTED TO ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
12. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT WATER AND WASTEWATER SERVICE. TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
13. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
14. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
15. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION SHALL BE SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT FOR THIS SUBDIVISION.
16. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTIONS WITH SH171 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY EASEMENTS, ROW IN PLANS, AND PERMITS FOR THE PROPOSED INTERSECTIONS WITH SH171 WEST. IF SUCH PERMITS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 171 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.
17. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR THE WATER, WASTEWATER, AND STORM WATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AS APPROPRIATE, AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.



STREET SUMMARY
 PEDERNALES SUMMIT PARKWAY 70 FOOT R.O.W. 4242 LINEAR FEET

SHEET INDEX
 (NOT TO SCALE)



19. THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE WATER RUNOFF FROM DEVELOPED LANDS, NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.
20. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE DEVELOPMENT OR CONSTRUCTION OTHER THAN ONE SINGLE FAMILY RESIDENCE AND ASSOCIATED FACILITIES, OR ANY DEVELOPMENT TOTALING MORE THAN 10,000 SQUARE FEET OF IMPERVIOUS COVER OR DISTURBING MORE THAN ONE ACRE OF LAND, MAY REQUIRE AN LCRA DEVELOPMENT PERMIT, OR OTHER PERMIT BY THE SUCCESSORS OR ASSIGNS OF LCRA.

NOT TO SCALE

201200187

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00	25.28	22.39	N19°21'19"W	96°31'34"
C2	325.00	33.54	33.52	N29°41'57"E	00°15'55"
C3	15.00	23.69	21.16	N71°28'07"E	89°22'51"
C4	15.00	23.56	21.21	S18°37'52"E	90°00'00"
C5	50.00	78.54	70.71	S71°22'08"W	90°00'00"
C6	55.00	173.89	109.99	N71°22'08"E	181°00'46"
C7	45.00	35.79	34.86	N69°34'56"E	45°34'22"
C8	45.00	35.79	34.86	N44°09'29"E	45°34'22"
C9	55.00	173.89	109.99	N18°37'52"W	181°00'46"
C10	45.00	35.79	34.86	N68°25'03"W	45°34'22"
C11	15.00	23.05	20.85	N19°50'09"W	88°02'23"
C12	15.00	24.87	21.57	S70°23'11"W	91°50'53"
C13	50.00	78.54	70.71	N18°37'52"W	90°00'00"
C14	15.00	23.56	21.21	N71°22'08"E	90°00'00"
C15	15.00	23.05	20.85	S19°50'10"E	88°02'23"
C16	1023.00	260.13	259.43	S35°39'09"W	14°23'28"
C17	275.00	40.77	40.73	S28°40'23"W	08°39'40"
C18	15.00	23.05	20.85	S19°50'09"E	88°02'23"
C19	1023.00	26.96	26.96	N19°11'58"E	81°37'37"
C20	1023.00	53.69	53.68	N21°29'56"E	63°00'04"
C21	1023.00	53.69	53.68	N24°30'09"E	63°00'04"
C22	1023.00	53.69	53.68	N27°30'05"E	63°00'04"
C23	1023.00	53.69	53.68	N30°30'09"E	63°00'04"
C24	1023.00	16.41	16.41	S19°50'09"E	08°39'40"
C25	55.00	87.00	78.21	S38°39'24"W	08°39'40"
C26	55.00	12.04	12.02	S12°55'33"E	12°32'43"
C27	45.00	16.79	16.69	N37°03'23"E	21°22'27"
C28	45.00	19.01	18.86	N59°59'31"E	24°11'56"
C29	55.00	43.72	42.58	S49°10'17"W	45°32'42"
C30	55.00	36.41	35.72	S57°25'17"W	37°50'04"
C31	55.00	36.41	35.72	S30°30'17"E	37°50'04"
C32	55.00	57.34	54.78	S79°20'18"E	59°43'56"
C33	45.00	17.87	17.73	S82°10'13"W	22°44'54"
C34	45.00	17.93	17.81	N75°02'36"W	22°49'29"

LINE	BEARING	DISTANCE
L1	N34°25'33"E	105.57
L2	S51°25'54"W	24.41
L3	S16°54'23"W	6.39
L4	S22°48'07"W	61.71
L5	S43°37'32"E	10.00
L6	S43°37'32"E	10.00
L7	N74°22'08"E	13.27
L8	N23°59'55"E	3.80
L9	N27°59'32"E	17.16
L10	N34°25'33"E	6.22
L11	N22°48'07"E	36.85
L12	N25°48'07"E	24.86
L13	N12°55'13"E	16.58
L14	N34°25'33"E	32.47



GRAPHIC SCALE
1" = 100'

TRAVIS COUNTY, TEXAS
OCTOBER 2011

LAND USE SCHEDULE

RESIDENTIAL LOTS	47
WATER QUALITY, BMP, DE	2
TOTAL LOTS	49
BLOCKS	3
TOTAL ACREAGE	14.331

LEGEND

- ½ INCH IRON ROD SET
- CONCRETE MONUMENT SET
- SIDEWALK
- B.L. BUILDING LINE
- P.U.L. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY BMP EASEMENT
- F.S.L. FENCE, SIGNAGE AND LANDSCAPE LOT
- (A) BLOCK DESIGNATION

L=24.07'
R=15.00'
D=91°56'35"
C LEN=21.57'
BRG=N70°23'51"E

DOC. #2011067827
O.P.R.T.C.T.X.



SWEETWATER SECTION ONE
VILLAGE H



TRV 201200187
4 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: SWEETWATER SECTION ONE VILLAGE H

OWNERS NAME: MICHAEL L RAFFERTY, WS-COS DEVELOPMENT LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

TAX CERTIFICATE INSTRUMENT #2012162587

RETURN:

MICHAEL HETTENHAUSEN
TNR
854-7563

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

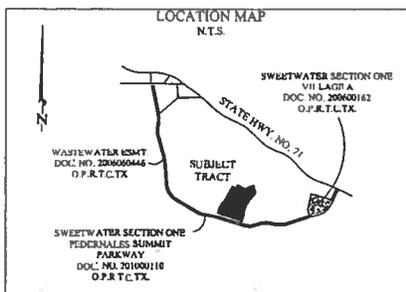
Sep 27, 2012 09:35 AM 201200187

BALASHS: \$119.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

UNOFFICIAL COPY



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

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

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

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

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

**SWEETWATER SECTION ONE
VILLAGE H**

PHOTOGRAPHIC MYLAR

201200187

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY; OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE UNDERSIGNED OWNER DOBS HEREBY SUBDIVIDE 14.331 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER SECTION ONE, VILLAGE H" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PUBLIC STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

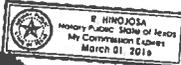
WITNESS MY HAND THIS 4th DAY OF April 2012 A.D.

BY Michael L. Rafferty
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, LLC
52 MASON ST.
GREENWICH, TEXAS

4/4/12
DATE

STATE OF Texas
COUNTY OF Travis
I, R. Davis, NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I AM THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND I ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 1/1 A.D.



NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD HAZARD ZONE (AS SHOWN ON THE F.E.M.A. MAP 481026038511 DATED SEPTEMBER 26, 2006).

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

Richard J. Wheeler, Jr. 4 April 2012
RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
7500 RIALTO BLVD, HLNG 1, SUITE 240
AUSTIN, TEXAS 78735



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

[Signature]
DIRECTOR, CITY OF AUSTIN
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 19th DAY OF September, 2012 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 27th DAY OF September, 2012 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27 DAY OF September, 2012 A.D. AT 1:39 O'CLOCK A.M., DULY RECORDED ON THE 27 DAY OF September, 2012 A.D. AT 1:39 O'CLOCK A.M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 2012-00187 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 27 DAY OF September, 2012 A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

[Signature]
DEPUTY



BALASH

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

4-03-12
DATE



[Signature]
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5541 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

PERMANENT WATER QUALITY BMP EASEMENT PLAT NOTE

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. THE EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED PROVIDED THAT IT DOES NOT INTERFERE WITH THE EASEMENT FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER AGENCY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC. NO ACTION IN A COURT OF APPROPRIATE JURISDICTION.

[Signature] 4-4-2012
LOWER COLORADO RIVER AUTHORITY

PHOTOGRAPHIC MYLAR

201200187

NOTES:

- OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
- WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO LCRA AND TCEQ FOR REVIEW.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.
- THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
- MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETI, BLUE CAVE CTA, LAKE CREEK CTA, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006100748.
- DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO THE CENTER OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
- DRAINAGE EASEMENTS LESS THAN 15 FEET WIDE ARE RESTRICTED TO ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE OR MORE ARE RESTRICTED TO ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 1B. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, IF EXTENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO SIGNAGE, FLAGS, ESCAPEMENTS OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS UNLESS THEY ARE EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
- NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN IMPROVED PUBLIC UTILITY SYSTEM.
- NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HOME CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
- LOT 22 BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY ASSIGNMENTS.
- ALL PUBLIC STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, AND ALL DRAINAGE EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY EASEMENT AND CONVEYANCE AGREEMENT PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1B OR THEIR ASSIGNS.
- ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
- ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
- ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 1B SHALL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

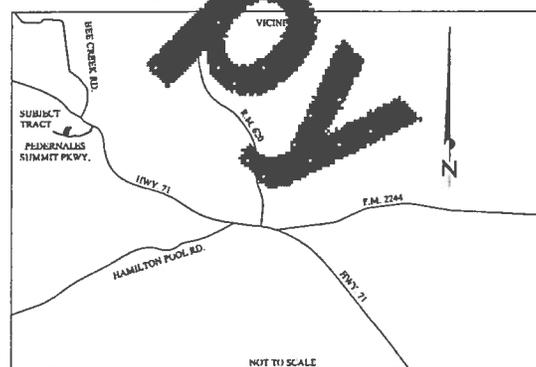
BENCHMARK LIST:

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

STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
BUCHANAN DRAW RD	28'	25 MPH	C&G	LOCAL	PUBLIC	1143 L.F.
DEEP WELL DR	28'	25 MPH	C&G	LOCAL	PUBLIC	450 L.F.
GUNNISON TURN RD	28'	25 MPH	C&G	LOCAL	PUBLIC	1036 L.F.
RIO CHAMA LN	28'	25 MPH	C&G	LOCAL	PUBLIC	504 L.F.
TOTAL:						3153 L.F.

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



SWEETWATER SECTION ONE

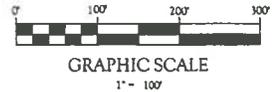
VILLAGE H

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

SHEET
3
OF
4

PHOTOGRAPHIC MYLAR

201200187



TRAVIS COUNTY, TEXAS
OCTOBER 2011

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	23.28'	22.39'	N15°21'19"W	96°37'34"
C2	23.00'	33.54'	33.52'	N59°41'15"E	08°15'51"
C3	15.00'	23.49'	21.10'	N71°30'43"E	89°42'51"
C4	15.00'	23.54'	21.21'	S18°37'52"E	90°08'07"
C5	50.00'	78.54'	70.71'	S71°27'04"W	90°00'00"
C6	55.00'	173.89'	109.99'	N01°22'00"E	181°00'46"
C7	43.00'	33.79'	34.86'	N03°34'54"E	45°34'22"
C8	45.00'	35.79'	34.86'	N49°09'20"E	45°34'23"
C9	53.00'	173.89'	109.99'	N18°37'23"W	181°08'46"
C10	45.00'	33.79'	34.86'	N86°23'03"W	45°34'23"
C11	15.00'	23.85'	20.85'	N15°34'08"W	88°02'51"
C12	15.00'	24.07'	21.37'	S70°25'51"W	91°56'35"
C13	50.00'	78.54'	70.71'	N18°37'52"W	90°00'00"
C14	15.00'	23.56'	21.21'	N71°22'08"E	90°00'00"
C15	15.00'	23.85'	20.85'	S19°36'10"E	88°03'25"
C16	1023.00'	286.13'	259.43'	S23°59'00"W	145°32'54"
C17	275.00'	46.77'	40.73'	S28°40'23"W	08°29'40"
C18	11.00'	23.05'	20.85'	S19°36'09"E	88°03'25"
C19	1023.00'	28.96'	28.96'	N19°11'20"E	01°17'07"
C20	1023.00'	53.69'	53.68'	N12°29'56"E	03°00'04"
C21	1023.00'	53.69'	53.68'	N74°30'00"E	03°00'04"
C22	1023.00'	53.69'	53.68'	N27°30'01"E	03°00'04"
C23	1023.00'	53.69'	53.68'	N70°30'00"E	03°00'04"
C24	1023.00'	41'	18.41'	N32°7'42"E	00°53'51"
C25	55.00'	78.21'	78.21'	S78°22'24"W	90°77'08"
C26	55.00'	78.21'	78.21'	S12°55'53"E	12°32'43"
C27	45.00'	16.79'	16.69'	N0°03'22"E	31°22'27"
C28	45.00'	19.01'	18.86'	N59°30'33"E	24°11'56"
C29	45.00'	43.72'	42.58'	S49°10'10"W	45°32'42"
C30	45.00'	35.41'	35.75'	S07°25'17"W	37°58'04"
C31	45.00'	35.41'	35.75'	S70°10'17"E	37°58'04"
C32	45.00'	57.34'	54.78'	S79°20'16"E	39°43'36"
C33	45.00'	17.73'	17.73'	S42°10'13"W	22°44'34"
C34	45.00'	17.81'	17.81'	N15°02'56"W	22°49'29"

LAND USE SCHEDULE

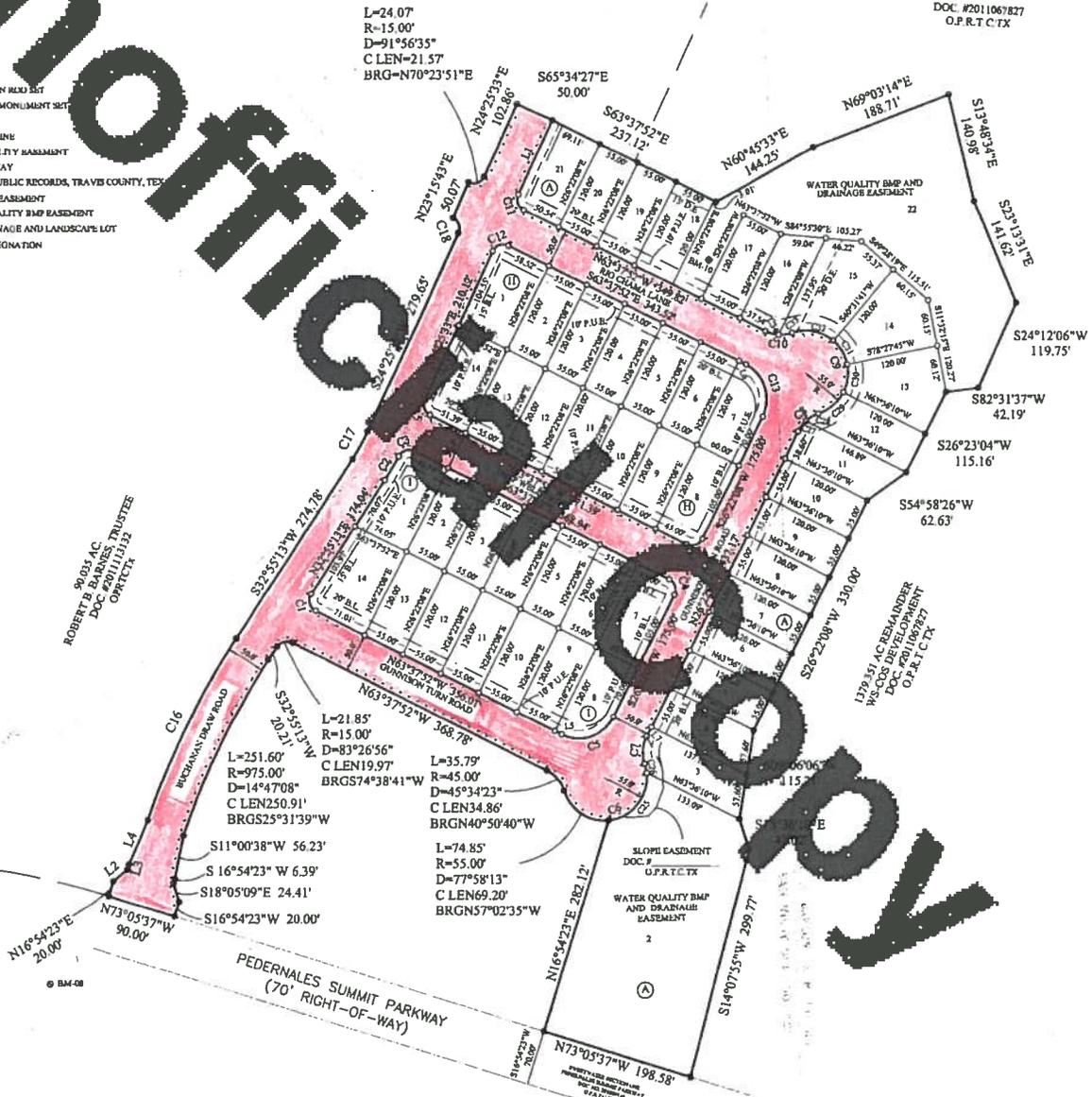
RESIDENTIAL LOTS	47
WATER QUALITY, BMP, DE	2
TOTAL LOTS	49
BLOCKS	3
TOTAL ACRAGE	14.331

LEGEND

- H INCH IRON ROD SET
- CONCRETE MONUMENT SET
- SIDEWALK
- BULLDOZE LINE
- PUBLIC UTILITY MAINLINE
- RIGHT OF WAY
- OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEX
- DRAINAGE EASEMENT
- WATER QUALITY BMP EASEMENT
- FENCE, SIGNAGE AND LANDSCAPE LOT
- BLOCK DESIGNATION

L=24.07'
R=15.00'
D=91°56'35"
C LEN=21.57'
BRG=N70°23'51"E

DOC #201106787
O.P.R.T.C.TX



SWEETWATER SECTION ONE
VILLAGE H

Delta Survey Group Inc.

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

SHEET
4
OF
4



TRV 201200188
4 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: SWEETWATER SECTION ONE VILLAGE H2

OWNERS NAME: MICHAEL L RAFFERTY, WS-COS DEVELOPMENT LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS/COMMENTS:

TAX CERTIFICATE INSTRUMENT #2012102591

RETURN:

MICHAEL HETTENHAUSEN
TNR
854-7563

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

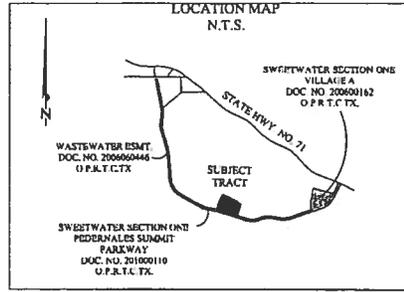
Sep 27, 2012 09:39 AM 201200188

BALASHS: \$119.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

UNOFFICIAL COPY



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

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

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

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

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

PHOTOGRAPHIC MYLAR

201200188

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY; OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 3.968 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS SWEETWATER SECTION ONE, VILLAGE H2 SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC THE USE OF ALL STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

[Signature]

DIRECTOR, CITY OF AUSTIN
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

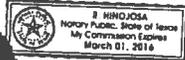
WITNESS MY HAND THIS 5th DAY OF April 2012 A.D.

BY: *[Signature]*
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, LLC
52 N. BRISTOL ST.
SUITE 101, CT 06830

4/4/12
DATE

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

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____



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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260395H DATED SEPTEMBER 26, 2008.

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

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 17th DAY OF September, 2012 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.

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



WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 17th DAY OF September, 2012 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS INSTRUMENT OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27 DAY OF September, 2012 A.D. AT 9:35 O'CLOCK A.M., DULY RECORDED ON THE 27 DAY OF September, 2012 A.D. AT 9:35 O'CLOCK A.M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201200188 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

4-03-12
DATE



[Signature]
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5541 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THIS 27 DAY OF September, 2012 A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

[Signature]
DEPUTY
S. BALASH

PHOTOGRAPHIC MYLAR

201200188

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 ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO LCRA AND TCEQ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
7. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ET, BEE CAVE DRIVEWAY ET, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 06076072.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO ANY EXISTING OR PROPOSED DRIVEWAY INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
12. DRAINAGE EASEMENTS LESS THAN 25 FEET WIDE ARE RESTRICTED TO ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS MORE THAN 25 FEET WIDE ARE RESTRICTED TO ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 1B. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE OF SERVICE. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS SHALL BE SUBMITTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER BEFORE ANY CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, SIGNAGE OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN ADEQUATE PUBLIC WATER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPERTY DEVELOPMENT.
17. LOT 19 BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
18. ALL PUBLIC STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1B OR THEIR ASSIGNS.
19. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1B.
20. ALL PROPERTY OF THIS HEREIN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
21. ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 1B SHALL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

BENCHMARK LIST:

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

SWEETWATER DEVELOPMENT PLAT NOTES:

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

LAND USE SCHEDULE

INITIAL LOTS	18
SIGNAGE AND LANDSCAPE LOT	1
TOTAL LOTS	19
TOTAL ACRES	20
TOTAL ACREAGE	3.968

STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
GUNNISON TR	28'	35 MPH	C&G	LOCAL	PUBLIC	309 LF

TOTAL:

SWEETWATER SECTION ONE VILLAGE H2

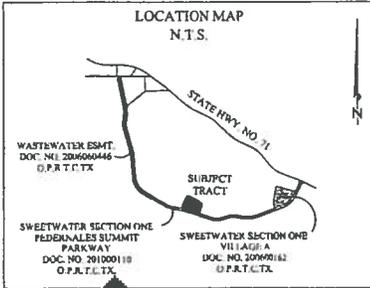
SHEET
3
OF
4

 Delta Survey Group Inc.

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

PHOTOGRAPHIC MYLAR

201200188



W. A. BARLOW SURVEY NO. 86
TRAVIS COUNTY, TEXAS
OCTOBER 2011



BM-10

1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. #201106787
O.P.R.T.C.T.X.

L=251.60'
R=975.00'
D=14°47'08"
C LEN=250.91'
BRG=N25°31'39"E

1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. #201106787
O.P.R.T.C.T.X.

1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. #201106787
O.P.R.T.C.T.X.

1379.351 AC REMAINDER
WS-COS DEVELOPMENT
DOC. #201106787
O.P.R.T.C.T.X.

BM-08

LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- 1/2 INCH IRON ROD SET
- CONCRETE MONUMENT SET
- SIDEWALK
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY BMP EASEMENT
- P.S.L. FENCE, SIGNAGE AND LANDSCAPE LOT
- BM ELEVATION BENCHMARK
- (A) BLOCK DESIGNATION

BENCHMARK LIST

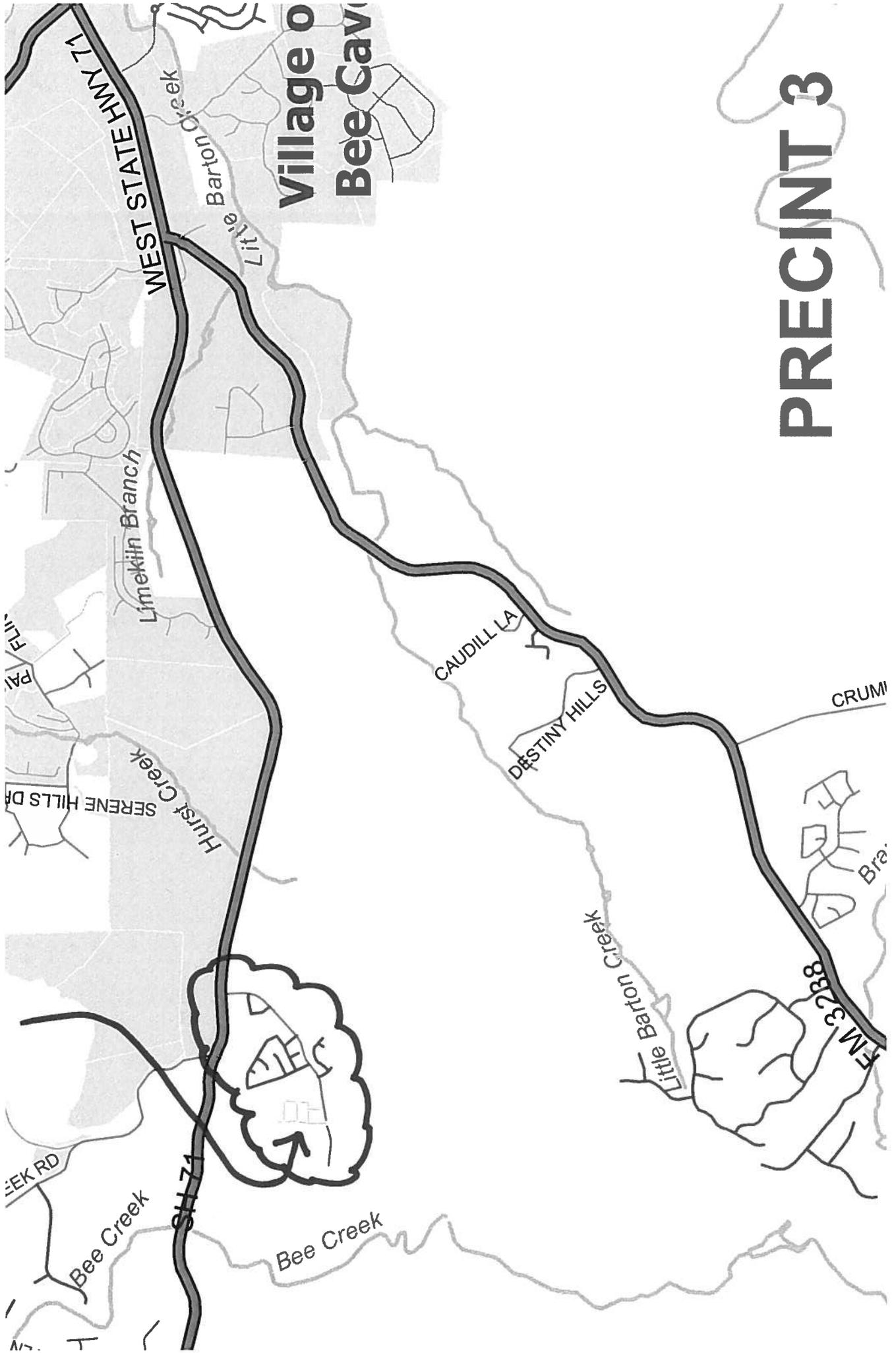
TBM-08: CUTTON SPINDLE SET IN 9" LIVE OAK TAG No. 7542
ELEV: 979.63'

TBM-10: CUTTON SPINDLE SET IN LIVE OAK TAG No. 8188
ELEV: 899.97'

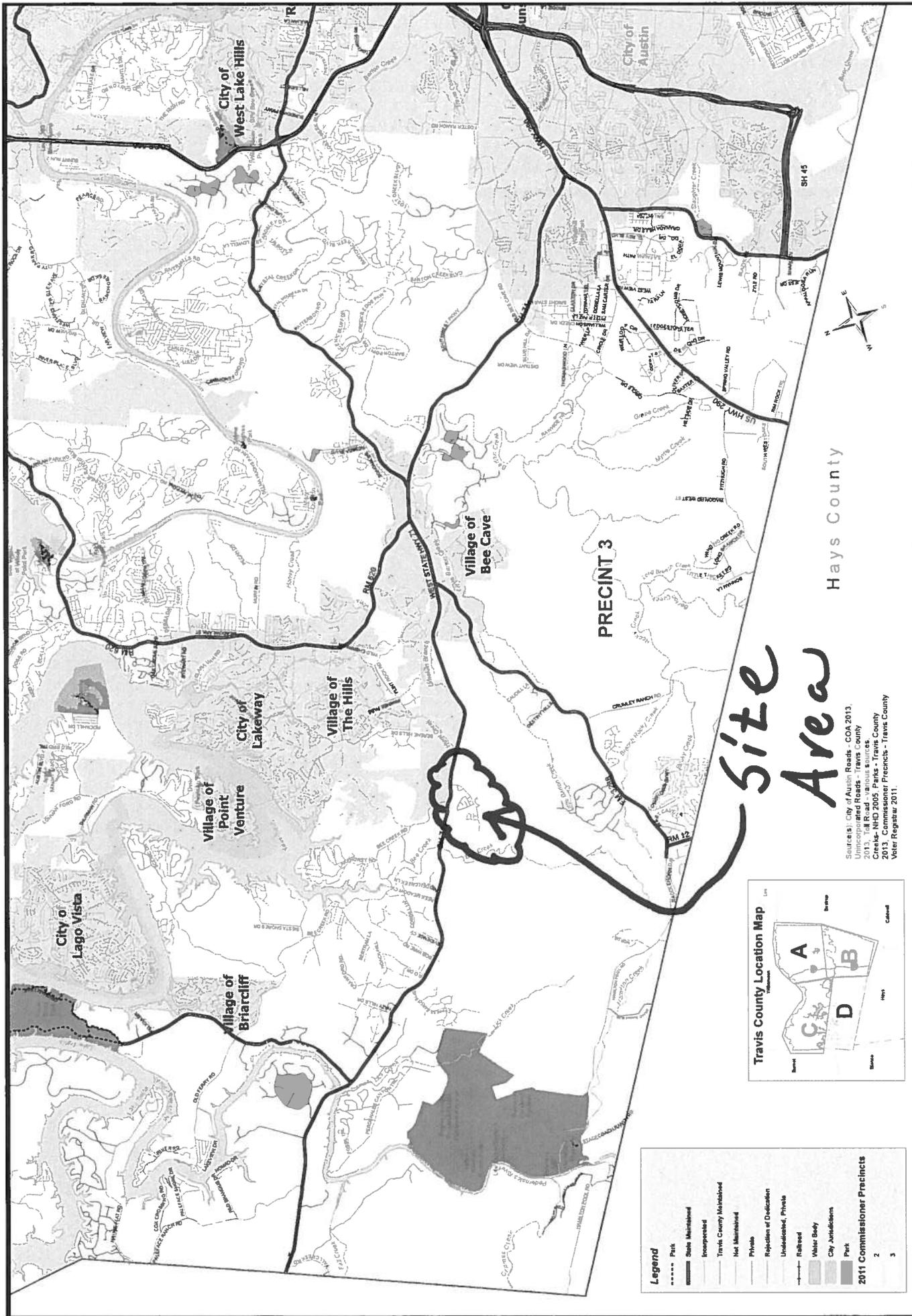
LINE	BEARING	DISTANCE
L1	N10°54'23"W	20.00'
L2	N11°03'09"W	24.41'
L3	N10°54'23"E	6.30'
L4	N11°00'38"E	56.23'
L5	S11°00'38"W	0.78'
L6	N32°53'13"E	20.21'
L7	S10°54'23"W	0.21'
L8	S10°54'23"W	55.76'
L9	S10°54'23"W	1.55'
L10	S10°54'23"W	4.84'
L11	S85°14'53"W	18.21'

CURVE	RADIUS	ARC LEN	CHORD LIN	CHORD BEARING	DELTA ANGLE
C1	15.00'	21.85'	19.57'	N74°02'54"E	83°28'56"
C2	45.00'	35.79'	34.86'	S48°00'00"E	43°54'23"
C3	55.00'	74.85'	69.20'	N77°38'11"E	77°38'11"
C4	15.00'	23.56'	21.21'	N77°38'11"E	90°00'00"
C5	60.00'	113.25'	107.16'	N75°00'22"W	190°00'33"
C6	15.00'	22.54'	20.45'	N10°41'11"W	85°10'39"
C7	15.00'	23.56'	21.21'	N77°38'11"E	90°00'00"
C8	977.64'	54.62'	54.61'	N19°44'22"E	03°12'04"
C9	975.00'	55.10'	55.10'	N22°57'49"E	03°14'18"
C10	975.00'	55.01'	55.00'	N26°11'36"E	03°13'37"
C11	975.00'	55.09'	55.06'	N29°20'01"E	03°13'14"
C12	975.00'	51.79'	51.79'	N31°59'10"E	01°52'03"
C13	60.00'	9.01'	9.00'	N 22°04'00" E	08°16'04"
C14	60.00'	41.57'	40.73'	N 02°04'55" W	39°41'58"
C15	60.00'	37.27'	35.12'	S 22°34'29" W	54°41'21"
C16	60.00'	37.64'	35.45'	S 22°11'21" E	53°02'19"
C17	55.00'	7.71'	7.71'	N22°04'53"W	08°10'08"
C18	55.00'	67.13'	63.04'	N61°00'39"W	60°56'05"
C19	55.00'	6.66'	6.66'	N 11°09'25" E	06°56'19"
C20	60.00'	113.32'	97.17'	N 78°00'21" W	104°08'57"

Site Area



PRECINCT 3



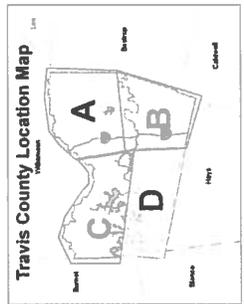
Map Prepared by: Travis County
 Dept. of Transportation & Natural
 Resources. Date: 5/21/2013



Site Area

Hays County

Sources: City of Austin Roads - COA 2013
 Unincorporated Roads - Travis County
 Creeks - NHD 2005 Parks - Travis County
 2013 Commissioner Precincts - Travis County
 Voter Registrar 2011.



Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Religion or Dedication
- Undeveloped, Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 2
- 3

This product is for informational purposes and may not have been prepared for or be suitable for planning or zoning purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D