



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Action County Executive, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve resolution recognizing James Michael Barr, AIA, on his retirement from the Facilities Management Department after eighteen years of service to Travis County and its citizens.

BACKGROUND/SUMMARY OF REQUEST:

Please see attached resolution.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the proposed resolution.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

1. Proposed Resolution

REQUIRED AUTHORIZATIONS:

N/A

WHEREAS, service, dedication and leadership should always be recognized, and

WHEREAS, James Michael Barr, AIA, has devoted the past eighteen years in service to the citizens of Travis County through his performance as a Senior Project Manager and Architect on the staff of the Facilities Management Department, and

WHEREAS, he has steadfastly provided leadership, technical expertise and wise counsel on numerous planning, design and construction projects, many of expansive scope, complex criteria and intricate organizational demands, and

WHEREAS, he has demonstrated his commitment to service, dedication to his profession and courage of leadership through his willingness to assume these responsibilities, and

WHEREAS, his efforts have resulted in significant improvements to a number of important County facilities including the Blackwell-Thurman Criminal Justice Center, Heman Marion Sweatt Travis County Courthouse and Precinct Three Office Building Complex, among others. Jim led the team of Facilities Management Department professionals that designed and oversaw renovation of floors 3-15 of the 700 Lavaca Street building. He has applied the experience gained during 36 years of professional practice in planning, architectural design and construction to the complex issues that have been under consideration by the Commissioners Court, and

WHEREAS, Jim has decided to retire from Travis County service on July 31, 2014,

NOW, THEREFORE BE IT RESOLVED that the Travis County Commissioners Court of the State of Texas gratefully recognizes the contributions of James Michael Barr, AIA, to the citizens, officials and employees of Travis County and wishes him success as he embarks on this next phase of his life.

SIGNED AND ENTERED THIS 15th DAY OF July, 2014.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Gerald Daugherty
Commissioner, Precinct 3

Bruce Todd
Commissioner, Precinct 2

Margaret J. Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date:

July 15, 2014

Prepared By/Phone Number:

Cathy McClaugherty, 854-4713 

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive, Justice and Public Safety 

Commissioners Court Sponsor:

Judge Sam Biscoe

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING JULY 13-19, 2014, AS "PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK".

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The week of July 13th through July 19th is Pretrial, Probation, and Parole Supervision Week in the United States of America and Canada. Since 2011, Criminal Justice Planning has proudly sponsored the event in Travis County. We ask the Travis County Commissioners' Court to join us in acknowledging the dedication and hard work of our community supervision colleagues.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

It is during this time that the Travis County leadership and the community-at-large is asked to recognize and celebrate the dedicated and caring individuals who work tirelessly to make our neighborhoods safer and more vibrant places to live and rear families. These professionals are on duty each and every day to assist juvenile and adult offenders in becoming better citizens with productive lives.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to David Salazar in the County Judge's office, agenda@co.travistx.us, by **Tuesdays at 5:00 p.m.** for the next week's meeting.

REQUIRED AUTHORIZATIONS:

N/A

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to David Salazar in the County Judge's office, agenda@co.travistx.us, **by Tuesdays at 5:00 p.m.** for the next week's meeting.



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: July 2, 2014

SUBJECT: APPROVE PROCLAMATION RECOGNIZING JULY 13-19, 2014,
AS PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK.

The American Probation and Parole Association (APPA) has proclaimed the week of July 13 through July 19, 2014, as "Pretrial, Probation, and Parole Supervision Week". Now in its thirteenth year, this event acknowledges the efforts of adult and juvenile pretrial, probation, and parole officers to balance the needs of those individuals under their supervision with the safety of communities by monitoring offender behavior, all while seeing budgetary constraints and increasing caseloads. The hard work and dedication of our nation's community supervision officers addresses public safety through a balance of prevention, intervention and advocacy. Pretrial, probation and parole officers deliver accountable, humane, effective, and individualized services for offenders, while supporting, protecting, and restoring victims and the community.

Please see the attached proclamation declaring the week of July 13-19, 2014, as "Pretrial, Probation, and Parole Supervision Week". We respectfully request that the Travis County Commissioner's Court approve this proclamation recognizing community supervision staff in Austin and Travis County during this important event.

PROCLAMATION

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are challenged to Be The Change in Your Community, and;

Now, Therefore, Be it Resolved that the Travis County Commissioners Court do hereby proclaim July 13-19, 2014, as:

Pretrial, Probation, and Parole Week

And encourage all Travis County citizens to honor these community corrections professionals and to recognize their achievements and contributions to our community.



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: Yolanda Aleman, (512)854-9106

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

David Salazar - County Judge's Office, (512)854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2014

7/15/2014

NEW BUDGET

BA#	IO/WBS	FUND	COST CENTER/ SPNSRD PGM	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1		0001	159008	422131	EMS	Contractual Services - Software	\$18,230.00		1
		0001	159008	510310	EMS	Software	\$18,230.00		
N2	101182	2060	145027	511800	Juvenile Prob.	External Placement Prisoners/Juveniles	\$75,600.00		5
	101182	2060	145027	410010	Juvenile Prob.	Grant Revenue RRB	\$75,600.00		
N3	600790	4049	149027	422080	TNR	Contracted Construction Services	\$8,731.99		8
	600790	4049	149027	522030	TNR	Capital Outlay Mtrl - Improvements Other	\$8,731.99		
	600820	4049	149027	422080	TNR	Contracted Construction Services	\$34,762.00		
	600820	4049	149027	522030	TNR	Contracted Construction Services	\$34,762.00		
N4	101696	2025	123001	500050	District Atty.	Salaries - Regular Employee	\$143,189.00		11
	101696	2025	123001	503010	District Atty.	Longevity Pay - All Employees	\$2,480.00		
	101696	2025	123001	506010	District Atty.	FICA - OASDI	\$9,031.00		
	101696	2025	123001	506020	District Atty.	Medicare	\$2,112.00		
	101696	2025	123001	506030	District Atty.	Medical Insurance Benefit	\$13,904.00		
	101696	2025	123001	506040	District Atty.	Life Insurance	\$169.00		
	101696	2025	123001	506050	District Atty.	Retirement Contribution	\$18,937.00		
	101696	2025	123001	506060	District Atty.	Worker's Compensation	\$284.00		
	101696	2025	123001	410010	District Atty.	Grant Revenue RRB	\$190,106.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0003	114008	500050	FMD - Expo Ctr	Salaries - Regular Employee		\$50,000.00	15
		0003	114008	511530	FMD - Expo Ctr	Building Repairs & Maintenance	\$17,550.00		
		0003	114008	511460	FMD - Expo Ctr	Electrical Services	\$32,450.00		
T2		0001	114802	522020	Facilities Mngt.	Capital Outlay Mtrl - Buildings		\$105,074.00	18
		0001	114800	522020	Facilities Mngt.	Capital Outlay Mtrl - Buildings	\$105,074.00		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Alan Miller, Budget Analyst *AM*

DATE: July 7, 2014

RE: Establishing New Budget for Revenue received through Interlocal agreement between Travis County and the Southwest Texas Regional Advisory Council (STRAC)

On August 27, 2013, Commissioners Court approved Item 40 to enter into an interlocal with the Southwest Texas Regional Advisory Council. This interlocal establishes the relationship for a repository for data collection for public safety agencies in Travis County, including the medical first responder, firefighters, hazmat responders, the Fire Marshal's Office, EMS, AFD, Star Flight, and the Office of the Medical Director. The system was designed to provide a unified data system to record and store incident and patient data.

The Emergency Service Districts (ESD) utilize this software. In order to fund their contribution to the system, each Emergency Service District passes their payment through Travis County to be paid to STRAC. The attached budget adjustment of \$18,230 will budget the funds received by Travis County from the ESDs to pay STRAC.

Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval so the funds can be budgeted for their intended purpose.

PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Danny Hobby, County Executive, Emergency Management
Casey Ping, Program Director, StarFlight
Christine Lego, Emergency Services

EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Program Manager
Casey Ping*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, County Executive Emergency Services 

Date: July 3, 2014

Subject: Establishing New Budget for Revenue Received for the STRAC FireRMS Project

Pursuant to the FY2014 Budget rules, Emergency Services is requesting Commissioner's Court approval for a new budget totaling \$18,230.00. This revenue was collected to pay Southwest Texas Regional Advisory Council ("STRAC") for additional software options requested by the Emergency Service Districts per contract #4400001589. Attached you will find the revenue certification, contract, invoice and copy of budget adjustment 400006075 currently in workflow.

Cc Toby Fariss, Emergency Services
Christine Lego, Emergency Services
Alan Miller, PBO

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – STRAC Revenue

Date: June 25, 2014

I hereby certify an additional \$18,230.00 from the Emergency Service Districts for optional software not included in the FireRMS project, but part of deployment.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
0001	1590080001	422131	Contractual Services- Software	\$18,230.00

If you have any questions, please call.

NR/ay

cc: Patti Smith, First Assistant County Auditor
Melinda Grahmann, Chief Assistant County Auditor
Kathryn Madden, Financial Reporting Manager
Holly Huff, Financial Analyst – Revenues
Alan Miller, Budget Analyst Sr., PBO
Danny Hobby, Executive Manager, Emergency Services
Christine Lego, Financial Analyst Lead, Emergency Services

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Header Information for Entry Doc Number

400006075

Doc. Number 400006075 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2014 Doc. Date Jul 1, 2014
Value Type Budget Version 0 Doc. Type TRAN
Budget Type 6 Fiscal Year 2014 Year. Cash. Eff
Process UI BALA Process BALS Original. Applic. BWB Doc. Family

Additional Data

Creator LEGOC Creation Date Jul 1, 2014 Creation Time 15:05:19
Resp. Person LEGOC X44855 Year Cohort Public Law
Legislation

Header Text Revenue/pmt for STRAC Software Options

TextName

Lines

Total Document : 18230 USD New Revenue & budget

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1590080001	422131	1510 NOT-RELEVANT	NON-FUNDED-PROGRAM	18,230	STRAC Options for ESD's
000002	0001		1590080001	510310	1510 NOT-RELEVANT	NON-FUNDED-PROGRAM	18,230	

July 9, 2014

[Signature]

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: July 15, 2014

RE: Establishing New Budget for Revenue Received by the Travis County Juvenile Probation Department related to the Texas Juvenile Justice Department State Aid Grant

Pursuant to the FY 2014 Budget Rules, PBO submits new revenue budget adjustments for Commissioners Court approval. The budget adjustment totals \$75,600 and establishes new budget in Fund 2060.

This program is funded on a reimbursement basis, so it is not included in the Revenue Estimate. Consequently, Court can expect to see similar revenue certification "new" budget adjustments for this purpose this fiscal year, when revenue is received by the Juvenile Probation Department.

The memo from the County Auditor certifying the revenue is attached.

PBO recommends approval of this new revenue budget adjustment.

cc:

Dede Bell, Patty Lennon, Daniel Wilson, County Auditor's Office
Travis Gatlin, Diana Ramirez, PBO
Cindy Dreese, Sylvia Mendoza, Israel Ramirez, Juvenile Probation Department
Leroy Nellis, Interim County Executive, PBO
Jessica Rio, Budget Director

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

DATE: July 1, 2014
TO: Leroy Nellis, Interim County Executive
FROM:  Nicki Riley, County Auditor
SUBJECT: Certification of Revenue – TJJD Amendment No. EIGHT

I hereby certify \$75,600.00 to be used by the Travis County Juvenile Probation Department for the Amendment Number EIGHT, awarded by the Texas Juvenile Justice Department, in the FY'14 Budget.

These funds should be allocated as follows:

Fund # 2060	Grant # 800320
Internal Order # 101182	Sponsor # 500060
Amount \$75,600.00	

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures of these funds upon certification of revenue.

If you have any questions, please call Patty Lennon at 854-4705.

cc: Sylvia Mendoza, Financial Manager, Travis County Juvenile Probation
Cindy Dreese, Sr. Financial Analyst, Travis County Juvenile Probation
Aerin Pfaffenberger, Budget Analyst II, PBO
DeDe Bell, Grants Financial Manager, County Auditor
Dan Wilson, Chief Assistant, County Auditor

GM Budget - Approval Process Document used by PFAFFEA

Check OK

Header Additional Information

Document Number:

Process:
 Currency:
 Document Status:

Grant:
 Document Date:
 Reversal Status:

GM Doc Type:
 Budget Version:
 Budget Status:

Header Description:
 Reason Code:

Detail Data

Line	FM Area	Fund	Sponso...	Sponso...	Gra...	Valid from Date	Valid to Date	Amount	Distribution Key	Commitment Item	Funds Center	Functional Area	Funded Program
000010	1000	2060	101182	511800	2014	10/01/2013	09/30/2014	75,600.00	1	511800	1450270001	1230	101182
000020	1000	2060	101182	410010	2014	10/01/2013	09/30/2014	75,600.00	1	410010	1450270001	1230	101182
								-	151,200.00				



 July 8, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leah R. Henderson, Budget Analyst

DATE: July 3, 2014

RE: Establishing New Budgets for Revenue Received in Lieu of Parkland Dedication by Transportation and Natural Resources (TNR)

The County Auditor's Office has certified an additional unanticipated new revenue source in lieu of parkland dedication. This source is:

Developer (Owner)	Park	Amount
WS-COS Development, LLC c/o RESIG, LLC and Pulte Group	Milton Reimers Ranch	\$8,731.99
WS-COS Development, LLC c/o RESIG, LLC and Pulte Group	Northeast Metro Park	\$34,762.00
Total:		\$43,493.99

TNR has submitted budget adjustments to budget the received funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this item totaling \$43,493.99 in new revenue to be used for park purposes. These funds can be used for the acquisition or improvement of parks that will benefit the subdivision connected to the received funds. Funds may also be used at other parks provided the received funds benefit all County residents and have typically supplemented funding for large capital park projects. TNR recommendations for the use of the funds will be brought back as individual projects are identified.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – 1) WS-COS Development, LLC c/o RESIG, LLC-
Section One Village L Final Plat-Milton Reimers Ranch-I/O 600790

2) Pulte Group-Raceway Single Family Subdivision Sec5 Final Plat-Northeast
Metro-I/O 600820

Date: June 25, 2014

I hereby certify an additional \$43,493.99 for the Transportation and Natural Resources Department from WS-COS Development, LLC c/o RESIG, LLC and Pulte Group in lieu of parkland dedication. Funds are planned for improvements at Milton Reimers Ranch (I/O 600790), and Northeast Metro Park (I/O 600820).

The funds should be allocated as follows:

Fund	Funds Center	Account	Account Description	Internal Order	Amount	Park	Subdivision
4049	1490274049	422080	Contracted Services	600790	\$8,731.99	Milton Reimers	Section One Village L Final Plat
4049	1490274049	422080	Contracted Services	600820	\$34,762.00	Northeast Metro	Raceway Single Family Subdivision Sec5 Final Plat
					Total		\$43,493.99

If you have any questions, please call.

NR/ay

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Payment Budget

Total Source 43,493.99
 Total Target 43,493.99

Cleared Entry

Document type TRAN (Budget Adjustm)

Version 0

Document Date 06/27/2014

Source Fiscal Year 2014 Period All

Grant NOT-RELEVANT NOT-RELEVANT

Target Fiscal Year 2014 Period All

Grant NOT-RELEVANT NOT-RELEVANT

Payment Budget

Lines

Line	-/+	Cmmt Item	Commitment Item Name	Funds Center	Fund	F.Ar	Funded Program	Type	Amount (USD)	DK	Text
000001	-	422080	Cntrced Cnstrn Sv	1490274049	4049	1630	600790	3	8,731.99	1	Rev Cert Parkland Fe
000002	+	522030	CpOIMt-Imp Oth	1490274049	4049	1630	600790	3	8,731.99	1	Rev Cert Parkland Fe
000003	-	422080	Cntrced Cnstrn Sv	1490274049	4049	1630	600820	3	34,762.00	1	Rev Cert Parkland Fe
000004	+	522030	CpOIMt-Imp Oth	1490274049	4049	1630	600820	3	34,762.00	1	Rev Cert Parkland Fe

July 8, 2014

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court
FROM: Victoria Ramirez, Budget Analyst *VR*
DATE: July 9, 2014
RE: Establishing New Grant Budget for Revenue Received by the District Attorney's Office from the Texas Commission on Environmental Quality

Pursuant to the FY 2014 Budget Rules, PBO submits new revenue budget adjustments for Commissioners Court approval. The attached budget adjustment establishes new budget totaling \$190,106 for the Environmental Crime Prosecutor Grant in the District Attorney's Office.

The District Attorney's Office receives grant funds from the Texas Commission on Environmental Quality to support the prosecution of felony environmental crimes. This revenue represents year three of a three-year grant. This multiyear grant contract was approved by the Commissioners Court on July 31, 2012; the contract is not required to be presented to Commissioners Court for approval each year. However, to comply with the FY 2014 Budget Rules, the budget for this grant must be approved by the Commissioners Court on an annual basis.

The memo from the County Auditor certifying the revenue is attached.

PBO recommends approval of this new revenue budget amendment.

cc: Rosemary Lehmberg, District Attorney
Leroy Nellis, Acting County Executive, Planning and Budget
Nicki Riley, County Auditor
Beverly Evans, Michele Pearson, Stephen Marquez, District Attorney's Office
Jessica Rio, Travis Gatlin, Diana Ramirez, Planning and Budget
Rhett Perry, County Auditor's Office

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TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

June 30, 2014

TO: Leroy Nellis, Interim County Executive, Planning and Budget
FROM:  Nicki Riley, County Auditor
SUBJECT: Certification of Revenue – Travis County Environmental Crime Prosecutors

I hereby certify \$190,106.00 to be used by the Travis County District Attorney's Office for the Travis County Environmental Crime Prosecutors Grant in Fiscal Year 2014 Budget.

These funds were awarded by the State of Texas – Texas Commission on Environmental Quality and should be allocated as follows:

<u>Fund #</u>	<u>Sponsor #</u>	<u>Grant #</u>	<u>Order</u>	<u>GL Acct</u>	<u>Rev. Type</u>	<u>Amount</u>
2025	500025	800370	101696	410010	State	\$ 190,106.00
Total Revenues						\$ 190,106.00

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures of these funds upon certification of revenue.

If you have any questions, please call Rhett Perry at 854-8821.

NR/rp

cc: Dan Wilson, Chief Assistant County Auditor
Katie Petersen Gipson, Budget Analyst, PBO
Beverly Evans, Director of Administration, DA's Office
Stephen Marquez, Sr. Financial Analyst, DA's Office
DeDe Bell, Financial Manager, County Auditor
Rhett Perry, Grants Financial Analyst, County Auditor



Rosemary Lehmborg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

DATE: June 26, 2014

TO: Nicki Riley
Travis County Auditor

FROM: Stephen Marquez
Senior Financial Analyst

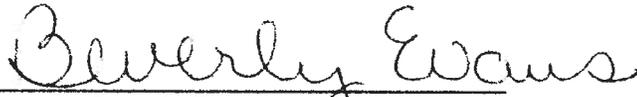
SUBJECT: Certification of Revenue – Texas Commission on Environmental Quality –
09/01/14 – 8/31/15

Please certify \$190,106 as grant revenue. The funding source is an Interlocal agreement between the Texas Commission on Environmental Quality and the Travis County District Attorney's Office.

Once we have received your confirmation of certification, the District Attorney's Office will submit budget adjustment forms to the Planning and Budget Office to set up the appropriate line items associated with this agreement.

If you should have any questions, please feel free to call me at x49900.

Approved by:


Beverly Evans
Director of Administration

cc: Rhett Perry, Auditor's Office
Victoria Ramirez, PBO

Budget - Display Preposted Document used by RAMIREV

Hold Prepost Undo Reverse Error Log Budget Overview

Document Number 1000002773

Check OK

Additional Information

Enter Document Date 07/07/2014 Document Status Preposted
 B1 Budget Version 0 Reversal Status Normal
 FY15 TCEQ Budget Budget Status Released Reason Code

Hierarchy View

Valid to Date	Sponsored Progra	Sponsored Ca...	Fund	Net Amount	Posting Date	Text
Expenses						
10/31/2015	101696	500050	2025	143,189.00	09/01/2014	
10/31/2015	101696	503010	2025	2,480.00	09/01/2014	
10/31/2015	101696	506010	2025	9,031.00	09/01/2014	
10/31/2015	101696	506020	2025	2,112.00	09/01/2014	
10/31/2015	101696	506030	2025	13,904.00	09/01/2014	
10/31/2015	101696	506040	2025	169.00	09/01/2014	
10/31/2015	101696	506050	2025	18,937.00	09/01/2014	
10/31/2015	101696	506060	2025	284.00	09/01/2014	
Revenues						
10/31/2015	101696	410010	2025	190,106.00	09/01/2014	

000010 2025 101696 500050 10/01/2014 09/30/2015 143,189.00 1230010001 1210 1C

101696 500050 10/31/2015 143,189.00

Automatic Distribution off

Amount Distribution Key Commitment Ite... 500050 1230010001 1210

July 9, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court
FROM: Katie Petersen Gipson, Sr. Budget Analyst
DATE: July 7, 2014
RE: Use of salary savings within the Expo Center Fund for operating expenses

Facilities Management is requesting to use salary savings generated by vacant positions to pay for increased utility bills and reimburse their operating budget for funds used for a refund of a canceled event. The higher utility costs are due to rate increases and additional usage due to a colder winter than expected. PBO was aware that additional funds would be needed this fiscal year and concurs with this transfer.

This transfer will not adversely affect the FY 2014 ending fund balance of the Expo Center fund (0003) since these expenses were accounted for in end of year expenditure projections. PBO recommends approval of the transfer.

cc: Leroy Nellis, County Executive for Planning & Budget
Jessica Rio, PBO
Diana Ramirez, PBO
Roger El-Khoury, FMD
John Carr, FMD
Amy Draper, FMD

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226



RECEIVED
14 JUL -1 PM 3:06

PLANNING & BUDGET OFFICE

MEMORANDUM

Project No: Expo General
File: 102

TO: Jessica Rio, Budget Manager, Planning and Budget Office

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: June 30, 2014

SUBJECT: Funding Issue – Exposition Center – Operating Shortfall

A handwritten signature in blue ink that reads "Roger El Khoury".

Facilities Management Department (FMD) requests your assistance in obtaining approval to transfer \$50,000 of salary savings from the Exposition Center personnel account to cover projected shortfalls in the Exposition Center operating accounts. The funds are needed as follows: \$17,550 to replace the Hyundai event refund and \$32,450 to cover the shortfall in the utility lines. These costs have been covered, but the maintenance lines are now very low and are not expected to be adequate to cover expenses for the remainder of the fiscal year. The Exposition Center does have salary savings that are available to be transferred to the operating accounts if approved. FMD has loaded budget adjustment # 400006092 into the system for this request.

Please direct any questions on this request to Amy Draper at 49040. Thank you for your assistance with this request.

COPY TO:

Leroy Nellis, Acting County Executive, PBO
Katie Gipson, Senior Budget Analyst, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD

Doc. Number 400006093 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2014 Doc. Date Jun 30, 2014

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 2 Fiscal Year 2014 Year. Cash. Eff

Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

Additional Data Creator DRAPER Creation Date Jun 30, 2014 Creation Time 10:07:56

Resp. Person A DRAPER 49040 Year Cohort Public Law

Header Text Xfr salary savings to Expo operating/utilities

TextName

Lines Total Document USD Expo ctr transfers

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0003		1140080003	500050	1610	NOT-RELEVANT	-50,000	Xfr salary savings to cover Expo operating/utility
000002	0003		1140080003	511530	1610	NOT-RELEVANT	17,550	Xfr salary savings to cover Expo operating/utility
000003	0003		1140080003	511460	1610	NOT-RELEVANT	32,450	Xfr salary savings to cover Expo operating/utility

ADP July 9, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Katie Petersen Gipson, Sr. Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen Gipson".

DATE: July 7, 2014

RE: Request to Switch Approved CAR Funding for expansion of District Clerk Passport & I-Jury office at 5501 Airport Blvd.

Facilities Management (FMD) requests to use savings from a project to expand the District Clerk's Passport and I-Jury office located on the second floor of 5501 Airport Blvd. The District Clerk's office is experiencing a high amount of customer traffic related to passport services. Customers are crowding near the elevator and in the hallways outside the office. Please see departmental memo for additional details. There is also a concurrent agenda item posted this week for approval to allocate this space to the District Clerk.

FMD has identified \$105,074 in savings from a replacement of acoustic panels in the CJC courtrooms (originally budgeted at \$371,450) included in the FY 2014 Adopted Budget to fund this renovation. On June 24, 2014 Commissioners Court approved funding of an air handling unit at the USB Building that utilized \$120,000 savings from this project. On July 8, 2014 Commissioners Court approved the use of \$17,500 of these savings to purchase security lockers for the lobby of the Executive Office Building. This is the last project that will utilize these project savings. Any remaining funds for the CJC improvement projects will fall to ending fund balance.

The FY 2014 Budget Rules require Commissioners Court approval if CAR funds are used for a different purpose than originally intended. PBO recommends approval to change this project to address the customer support issues at the District Clerk's passport office.

cc: Leroy Nellis, County Executive for Planning & Budget
Jessica Rio, PBO
Diana Ramirez, PBO
Roger El-Khoury, FMD
John Carr, FMD
Amy Draper, FMD

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director



1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: ABB-46-1R-1R
FILE: 200

TO: Jessica Rio, Budget Director, PBO
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: July 3, 2014
SUBJECT: Funding Issue - 5501 Airport Boulevard Building
District Clerk I-Jury and Passport Office Relocation

A handwritten signature in blue ink that reads "Roger A. El Khoury".

Facilities Management Department (FMD) requests your assistance in obtaining approval to reallocate \$105,074 of savings from the completed CJC Energy Efficiency and Various Improvements project in order to fund an urgent new project. This new project is to relocate the District Clerk I-Jury and Passport Office to a new, larger space on the 2nd floor of the 5501 Airport Boulevard. Building. The cost of the renovation, FF&E, ITS, security and moves is \$93,521. FMD is requesting to transfer \$105,074 which includes \$11,553 for contingencies.

Recently, the U.S. Postal Service has eliminated the passport service from post offices. As a result the passport service being offered by the District Clerk at the 5501 Airport Boulevard and the HMSTC Courthouse locations are being overwhelmed by customers seeking to renew or obtain new passports. The wait times have increased to over an hour and the additional customers, particularly at the Airport Boulevard location, are crowding the elevator lobby, employee break room and hallways outside the Wellness Clinic and Emergency Management Services offices.

FMD has designed a larger space that can be constructed in a vacant area at the back of the 2nd floor. This design has been endorsed by the District Clerk. The relocation is intended to combine the courthouse and the Airport Boulevard offices into a single point of service. It will benefit the County users on the floor by moving the customers into an enclosed waiting room and will return the break room to employee use. The new waiting area will also improve the customer service experience.

FMD has loaded budget adjustment # 400006120 into the system for this request. Approval for the space reassignment will be sought from the Commissioners Court at the July 15, 2014 voting session. Please direct questions on this request to John Carr at 44772 or Amy Draper at 49040. Thank you for your assistance with this request.

COPY TO:

Leroy Nellis, Acting County Executive, PBO
Katie Gipson, Senior Budget Analyst, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Kim Nguyen, AIA, LEED AP BD+C, Sr. Architectural Associate, FMD

Header Information for Entry Doc Number

400006120

Doc. Number 400006120 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jul 3, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator DRAPER Creation Date Jul 7, 2014 Creation Time 08:09:49
 Resp. Person A DRAPER 49040 Year Cohort Public Law
 Legislation

Additional Data

Header Text Xfr CJC Improv savings to Passport Office @ ABB

TextName

Lines

Total Document 0 105074 USD CAR funding for passport office

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1148020001	522020	1210	NOT-RELEVANT NON-FUNDED-PROGRAM	-105,074	Xfr CJC Improv savings to Passport Office @ ABB
000002	0001		1148000001	522020	1140	NOT-RELEVANT NON-FUNDED-PROGRAM	105,074	Xfr CJC Improv savings to Passport Office @ ABB

[Signature] July 9, 2014

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Variou Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Variou Depts
(50,000.00)	General Adminstration	1/14/14	Organizational Review
33,203.06	Allocated Reserve	1/22/14	Liquidated Purchase Orders-Variou Depts
(15,000.00)	HRMD	1/28/14	ADA Program Funding
(22,100.00)	TNR	1/28/14	CAPCOG
20,293.84	Allocated Reserve	1/28/14	Liquidated Purchase Orders-Variou Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Variou Depts
(20,086.00)	Sheriff's Office	2/4/14	TCSO Deputy for County Court-at-Law #6
(38,883.16)	Probate Court	2/11/14	Family Eldercare Guardianship Contract
1,199.35	Allocated Reserve	2/11/14	Liquidated Purchase Orders-Variou Depts
(75,000.00)	County Attorney	2/18/14	MERS Case Expenses
(1,186,224.00)	TNR	2/18/14	Buyouts for Onion Creek and Other Areas
21,349.37	Allocated Reserve	3/7/14	Liquidated Purchase Orders-Variou Depts
(2,500,000.00)	TNR	3/18/14	Reimbursement Resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626
(472,000.00)	TNR	3/25/14	Repair Water Quality Control & Flood Detention Structures damaged in the October, 2013 Flood
13,395.38	Allocated Reserve	3/24/14	Liquidated Purchase Orders-Variou Depts
4,141.00	County Judge	4/1/14	Reimbursement of unused funds for ACC Internship Program
10,551.26	Allocated Reserve	4/1/14	Liquidated Purchase Orders-Variou Depts
5,621.75	Allocated Reserve	4/8/14	Liquidated Purchase Orders-Variou Depts
(25,000.00)	County Attorney	4/15/14	Legal Services

Allocated Reserve Status (580010)

1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Variou Depts
5,359.28	Allocated Reserve	4/28/14	Liquidated Purchase Orders-Variou Depts
(20,000.00)	TNR	4/29/14	Maha Loop Right of Way
23,220.14	Allocated Reserve	5/5/14	Liquidated Purchase Orders-Variou Depts
115,729.21	Allocated Reserve	5/13/14	Liquidated Purchase Orders-Variou Depts
19,524.42	Allocated Reserve	5/21/14	Liquidated Purchase Orders-Variou Depts
(7,500.00)	Historical Commission	5/27/14	County match Historical Comm. Grant Award
(32,071.00)	County Attorney	5/27/14	Create 2 new position in County Atty. Office.
3,899.81	Allocated Reserve	5/27/14	Liquidated Purchase Orders-Variou Depts
(60,000.00)	Criminal Courts	6/3/14	Legally mandated services
29,305.23	Allocated Reserve	6/5/14	Liquidated Purchase Orders-Variou Depts
36.08	Allocated Reserve	6/10/14	Liquidated Purchase Orders-Variou Depts
12,562.71	Allocated Reserve	6/13/14	Liquidated Purchase Orders-Variou Depts
(52,960.00)	Medical Examiner	6/24/14	Cadaver Contract
(180,019.00)	Emergency Services	6/24/14	Pilot Fire Detection Program in western Travis County
51,526.79	Allocated Reserve	6/24/14	Liquidated Purchase Orders-Variou Depts
13,501.00	Allocated Reserve	6/30/14	Liquidated Purchase Orders-Variou Depts
13,776.41	Allocated Reserve	7/2/14	Liquidated Purchase Orders-Variou Depts
5,935,402.83	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

	Explanation
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$8,178)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$10,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
(\$1,516,404)	Total Possible Future Expenses (Earmarks)

\$4,418,999 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
2,431,317			Beginning Balance
(135,828)	ITS	10/29/13	EOB Renovations
(12,489)	ITS	11/19/13	Computers for Automated Assessment Tools
(226,779)	ITS	12/10/13	EOB Renovations
(61,707)	ITS	2/4/14	EOB Renovations
(34,800)	Emergency Services	2/11/14	Starflight Maintenance
(65,000)	Medical Examiner	2/18/14	Replacement Headspace Auto Sampler - Gas Chromatograph
(84,000)	District Clerk	5/6/14	Scanning Equipment
(757,654)	ITS	5/13/14	Complete FY 2014 FMD Projects
(320,000)	Juvenile Probation	6/10/14	Juvenile Probation Master Plan
733,060 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$20,200)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$884,546)	Total Possible Future Expenses (Earmarks)
(\$151,486)	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
5,000,000.00			Beginning Balance
\$5,000,000 Current Reserve Balance			

Fuel & Utilities Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
300,000.00			Beginning Balance
\$300,000 Current Reserve Balance			

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
5,446,000.00			Beginning Balance
(1,779,411.00)	PBO	10/22/13	Phase I & II
(2,673,810.00)	PBO	4/8/14	IR/CA Contract
(194,000.00)	PBO	6/3/14	Site Related Investigations for Due Diligence Items
\$798,779 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
504,726.00			Beginning Balance
\$504,726 Current Reserve Balance			

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
297,948.00			Beginning Balance
(\$27,031)	FMD	4/15/14	Maintenance Expenditures for SMART facility
\$270,917 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
5,235,265.00			Beginning Balance
(\$2,315,079)	ITS	3/25/14	CUC TechShare
\$2,920,186 Current Reserve Balance			

Reserve for State Funding Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
250,000.00			Beginning Balance
\$250,000 Current Reserve Balance			

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
1,995,050.00			Beginning Balance
\$ (564,341)	EMS	4/15/14	Additional repairs needed
\$ 640,000	EMS	4/15/14	Seton Donation Installment
\$2,070,709 Current Reserve Balance			

Reserve for 1115 Waiver Participation Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
\$1,000,000 Current Reserve Balance			

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,950,308.00			Beginning Balance
(406,090.00)	HHSVS	12/3/13	City of Austin Public Health Services & Animal Services
\$1,544,218 Current Reserve Balance			

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,155,025.00			Beginning Balance
(322,172.00)	HHSVS	12/17/13	Collaborative Afterschool Program
(500,000.00)	HHSVS	1/21/14	Early Childhood Services
\$332,853 Current Reserve Balance			

Sheriff's Office Overtime Reserve Status (580330)

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
\$1,000,000 Current Reserve Balance			

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
68,085,598.00			Beginning Balance
(2,500,000.00)	FMD	10/15/13	Reimbursement Resolution for 416 W. 11th Street
(16,606,000.00)	TNR	11/12/13	Reimbursement Resolution for Maha Loop Road: Pearce Lane
(5,230,741.00)	TNR	11/26/13	Reimbursement Resolution for Vehicle and Heavy Equipment
(2,480,000.00)	TNR	11/26/13	Reimbursement Resolution for New Entrance for NE Metropolitan Park
(1,774,058.00)	FMD	11/26/13	Reimbursement Resolution for EOB Renovations Floors 4 - 11
(512,400.00)	FMD	11/26/13	Reimbursement Resolution for Collier Evidence Warehouse Expansion
(1,095,302.00)	ITS	11/26/13	Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License
(250,000.00)	ITS	11/26/13	Reimbursement Resolution for Information Security Appliance
(435,000.00)	TCSO	11/26/13	Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
16,606,000.00	TNR	5/20/14	Reverse RR for Maha Loop Road: Pearce Lane
\$53,808,097 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 07/15/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. New application to the Capital Metropolitan Planning Organization for the allocation of future Surface Transportation Program Metropolitan Mobility funds for years 2015 – 2019 to be managed by the Transportation and Natural Resources Department;
- B. New advance funding agreement with Texas Department of Transportation to receive federal resources for the Braker Lane North Project to be managed by the Transportation and Natural Resources Department;
- C. Contract amendment with the Substance Abuse and Mental Health Services Administration to extend the Day Enrichment Program in the Juvenile Treatment Drug Court in the Juvenile Probation Department; and
- D. Contract amendment with the Office of Juvenile Justice and Delinquency Prevention to extend the Day Enrichment Program in the Juvenile Treatment Drug Court in the Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is comprised of three applications (A1, A2, & A3) submitted in response to the Capital Metropolitan Planning Organization (CAMPO)'s call for transportation projects. Item B is an advance funding agreement for preliminary work related to a roadway extension on Braker Lane. Items C & D are no-cost contract extensions to extend an existing program into FY 2015.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

If awarded, Item A will require a 20% match. The Texas Department of Transportation is supportive of all three projects under Item A and has agreed to pay the required grant matches. Item B requires a 20% County match which will not require any additional funds allocated to the department. No additional County funds are required for Items C & D.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

TRAVIS COUNTY

7/15/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
FY 2014

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Applications											
A1	FY 2015-2019 Transportation - FM 2304	Date	\$7,917,000	\$1,583,000	\$0	\$0	\$9,500,000	0.00	R	MC	11
A2	FY 2015-2019 Transportation - FM 812	Agreement Is Approved - 09/30/24	\$3,083,333	\$616,667	\$0	\$0	\$3,700,000	0.00	R	MC	14
A3	FY 2015-2019 Transportation - FM 973		\$2,500,000	\$500,000	\$0	\$0	\$3,000,000	0.00	R	MC	17
Contracts											
B	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program - Metropolitan Mobility (STP-MM)	07/15/14 - 09/30/24	\$1,040,000	\$335,790	\$0	\$0	\$1,375,790	0.00	R	MC	52
C	Juvenile Drug Treatment Court - SAMHSA/CSAT*	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	R	MC	73
D	Juvenile Drug Treatment Court - OJJDP*	10/01/10 - 09/30/14	\$424,979	\$141,667	\$0	\$0	\$566,646	2.50	R	MC	85

* Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- County Auditor's Complexity Assessment Measuring Impact to their Office's Resources/Workload
 - S - Simple
 - MC - Moderately Complex
 - C - Complex
 - EC - Extremely Complex

**FY 2014 Grant Summary Report
Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

**FY 2014 Grant Summary Report
Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

**FY 2014 Grant Summary Report
Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	\$3,323,055	\$1,107,685	\$0	\$0	\$4,430,740	0.00	6/17/2014
137	2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	\$150,000	\$50,000	\$0	\$0	\$200,000	0.90	7/1/2014
137	Becoming a Mom	10/01/14 - 09/30/15	\$9,975	\$0	\$0	\$0	\$9,975	0.00	7/8/2014
			\$17,957,647	\$7,802,100	\$187,437	\$226,610	\$26,173,794	69.03	

*Amended from original agreement.

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

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**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

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**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

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**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	6/10/2014
149	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	\$1,529,977	\$382,495	\$0	\$0	\$1,912,472	0.00	7/8/2014

*Amended from original agreement.

\$15,852,688 \$2,025,701 \$79,164 \$184,333 \$18,141,886 120.36

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**FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court**

Amount requested for PTC

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	Yes
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	Yes
119	Other Victim Assistance Grant Program	09/01/13 - 08/31/14	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	Yes
124	Veterans' Court Program	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	Yes
137	Child Abuse Victim Services Personnel Program	09/01/13 - 08/31/14	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	Yes
142	Drug Diversion Court Program	09/01/13 - 08/31/14	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	Yes
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/13 - 08/31/14	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	Yes
145	Trauma Informed Assessment and Response Program	09/01/13 - 08/31/14	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	Yes
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/13 - 08/31/14	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	Yes
145	Texas Juvenile Justice Department Grants	09/01/13 - 08/31/14	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	Yes
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	Yes

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FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Amount requested for PTC

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	Yes
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	Yes
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	Yes
158	Comprehensive Energy Assistance Program	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps**	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	No
Totals			\$837,730	\$707,300	\$1,545,030	133.17			

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:
SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR	
Contact Person/Title:	Charlie Watts, Program and Donna Williams-Jones, Financial	
Phone Number:	Charlie 854-7654 / Donna 854-7677	

Grant Title:	FY2015-2019 Transportation - Manchaca Road/FM2304		
Grant Period:	From: <input style="width: 150px;" type="text" value="Date Agreement is Approved"/>	To: <input style="width: 100px;" type="text" value="9/30/2024"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	The Texas Department of Transportation serves as the fiscal agent for the STP MM funding that comes to the region		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Department of Transportation - Federal Highway Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 7,917,000.00	\$ 1,583,000.00	\$ 0.00	\$ 0.00	\$ 9,500,000.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 7,917,000.00	\$ 1,583,000.00	\$ 0.00	\$ 0.00	\$ 9,500,000.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JJ	

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	N/A				
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description	Construct 4-lane divided section of roadway which will enable TNR to exact right of way for roadway			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Transportation and Natural Resources Department is requesting approval to submit a new grant application to Texas Department of Transportation (TxDOT) to receive federal pass-through resources for the completion of the final construction phase of a 4-lane divided section of roadway from FM 2304 (Manchaca Road) to Ravenscroft Drive. The project is in the CAMPO 2035 Plan and is Travis County's number one priority of the three prioritized projects to be submitted as grant applications. This roadway is the terminus of the funded FM 1626 Pass-Through Financing project currently under development. It is also the terminus of the Frate Barker Road project currently under development. Completion of the project will help provide additional capacity and gap completion within southwest Travis County's arterial network.

TNR is requesting \$7,917,000 in federal funds to complete the project. TxDOT is supportive of the this project and has agreed to provide the 20% match and oversight costs related to the project, in the amount of \$1,583,000. The total project request, to include federal and state funds, is \$9,500,000.

PBO recommends approval of this grant application to receive federal and state funding for the project.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This request is for construction of a 4-lane divided section of roadway from Ravenscroft to FM 1626. The roadway is in the CAMPO 2035 Plan and is important in providing mobility to a developing area.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

If Project is selected, the roadway will be constructed, maintenance of roadway will be done by TXDoT.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

20% match of the federal funds awarded is required; however, TXDOT is providing the match and administrative costs for this project if selected. The match will not be needed until FY 2016 or later.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Administration fees are included in the Federal amount.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes.

6. If this is a new program, please provide information why the County should expand into this area.

The STP MM program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

If selected, this project will enable TNR to require right of way dedication for the roadway alignment determined by the engineering and design.



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR	
Contact Person/Title:	Charlie Watts, Program and Donna Williams-Jones, Financial	
Phone Number:	Charlie 854-7654 / Donna 854-7677	

Grant Title:	FY2015-2019 Transportation - FM 812		
Grant Period:	From: <input type="text" value="Date Agreement is Approved"/>	To: <input type="text" value="9/30/2024"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	The Texas Department of Transportation serves as the fiscal agent for the STP MM funding that comes to the region		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Department of Transportation - Federal Highway Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 3,083,333.00	\$ 616,667.00	\$ 0.00	\$ 0.00	\$ 3,700,000.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 3,083,333.00	\$ 616,667.00	\$ 0.00	\$ 0.00	\$ 3,700,000.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JJ	

14

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	N/A				
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description	Roadway Design and environmental studies for 4-lane major divided arterial which will enable TNR to exact right of way for roadway			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Transportation and Natural Resources Department is requesting approval to submit a new grant application to Texas Department of Transportation (TxDOT) to receive federal pass-through resources for the completion of Phase 1 of the FM 812 Improvement Project from US 183 South to Elroy Road. Phase 1 provides for the engineering design and environmental clearance for the construction of a future 4-lane divided arterial with bike lanes and sidewalks.

TNR is requesting \$3,083,333 in federal funds to complete the project. TxDOT is supportive of the this project and has agreed to provide the 20% match and oversight costs related to the project, in the amount of \$616,667. The total project request, to include federal and state funds, is \$3,700,000. TNR has noted that they will seek future project calls to request additional grant resources to complete the project.

PBO recommends approval of this grant application to receive federal and state funding for the project.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This request is for engineering and environmental studies for upgrade of an existing arterial to a 4-lane major divided arterial from US 183 S. to Elroy Rd/Future Maha Loop Rd extension. The roadway is in the CAMPO 2035 Plan and is important in providing mobility to a developing area. A portion of the project will need a plan amendment if selected by the Policy Board.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

If Project is selected, the roadway will be designed in anticipation of future construction funding from sources yet to be determined

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3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

20% match of the federal funds awarded is required; however, TXDoT is providing the match and administrative costs for this project if selected. The match will not be needed until FY 2016 or later.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Administration fees are included in the Federal amount.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes.

6. If this is a new program, please provide information why the County should expand into this area.

The STP MM program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

If selected, this project will enable TNR to require right of way dedication for the roadway alignment determined by the engineering and design.



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:
SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
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Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR	
Contact Person/Title:	Charlie Watts, Program and Donna Williams-Jones, Financial	
Phone Number:	Charlie 854-7654 / Donna 854-7677	

Grant Title:	FY2015-2019 Transportation - FM 973 - Manor By-Pass		
Grant Period:	From: <input style="width: 150px;" type="text" value="Date Agreement is Approved"/>	To: <input style="width: 100px;" type="text" value="9/30/2024"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	The Texas Department of Transportation serves as the fiscal agent for the STP MM funding that comes to the region		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Department of Transportation - Federal Highway Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
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Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 2,500,000.00	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 3,000,000.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
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Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JJ	

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	N/A				
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description	Engineering design and environmental studies for a 4-lane major divided arterial which will enable TNR to exact right of way for roadway			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Transportation and Natural Resources Department is requesting approval to submit a new grant application to Texas Department of Transportation (TxDOT) to receive federal pass-through resources for the completion of Phase 1 of the FM 973 (Manor By-Pass) project from future Braker Lane to US 290 East. Phase 1 provides for the engineering design and environmental clearance for the construction of a future 4-lane divided arterial with bike lanes and sidewalks.

TNR is requesting \$2,500,000 in federal funds to complete the project. TxDOT is supportive of the this project and has agreed to provide the 20% match and oversight costs related to the project, in the amount of \$500,000. The total project request, to include federal and state funds, is \$3,000,000. TNR has noted that they will seek future project calls to request additional grant resources to complete the project.

PBO recommends approval of this grant application to receive federal and state funding for the project.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This request is for engineering and environmental studies for a of a 4-lane major divided arterial from future Braker Ln to US290 East. The roadway is in the CAMPO 2035 Plan and is important in providing mobility to a developing area.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

If project is selected, the roadway will be designed in anticipation of future construction funding from sources yet to be determined.

18

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

20% match of the federal funds awarded is required; however, TXDOT is providing the match and administrative costs for this project if selected. The match will not be needed until FY 2016 or later.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

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Yes.

6. If this is a new program, please provide information why the County should expand into this area.

The STP MM program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

If selected, this project will enable TNR to require right of way dedication for the roadway alignment determined by the engineering and design.

TRANSPORTATION AND NATURAL RESOURCES

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



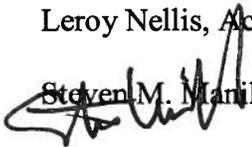
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TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

July 7, 2014

MEMORANDUM

TO: Leroy Nellis, Acting Director, PBO

FROM:  Steven M. Manilla, P.E., County Executive

SUBJECT: CAMPO STP-MM Grant Voting Session Item - Request for July 15, 2014 Voting Session

Agenda Language:

Consider and take appropriate action on a list of projects and supporting applications to be submitted under the Capital Metropolitan Planning Organizations (CAMPO) call for projects to allocate future Surface Transportation Program Metropolitan Mobility (STP-MM) funds for years 2015 - 2019.

Background/Summary of Request:

In January 2014, the CAMPO Transportation Policy Board (TPB) approved a project selection process to allocate various transportation funds throughout the six county CAMPO regions. Part of the process allocated funding to each county based on the county's proportionate share of population within the CAMPO region. Staff from the Federal Highway Administration (FHWA) and the Texas Department of Transportation (TxDOT) notified the TPB of concerns with regards to predetermining funding levels by county population. In response, the TPB, through its Finance Committee, modified the selection process. At its May 2014 meeting, the TPB approved a new project selection process and issued a call for projects.

For the January 2014 call for projects, the Travis County Commissioners Court approved a list of potential transportation projects to receive possible funding. Since that call, changes in the project selection process require the Commissioners Court to approve a new list of prioritized transportation projects for submission under this project call. In response, TNR staff has developed a draft project list, Travis County Sponsored and Partnership Project List for STP-MM Funding (2015-2019), see Attachment 1, and the supporting applications, see Attachment 2. Attachment 1 identifies projects that are eligible for STP-MM funding that can be obligated in five years. The proposed draft list includes three prioritized projects sponsored by Travis County. TxDOT is supportive of the projects and has agreed to provide the 20% match and project oversight costs related to the projects.

Attachment 3, Proposed Projects with Potential Partnerships and Future Call for Project Candidates, identifies additional projects that TNR evaluated for the proposed project list; however, TNR staff recommends seeking additional funding for these projects in future project calls or future partnership proposals. The county received a request to partner on the Anderson Mill Road improvement project. If the project is selected in this project call, the county will enter into discussions with the project's sponsor, the City of Cedar Park, on participation of the county's portion of the project.

Staff Recommendations:

TNR staff recommends the Commissioners Court approve Attachment 1 - Travis County Sponsored and Partnership Project List for STP-MM Funding (2015-2019) and Attachment 2 - Project Applications for FM 2304, FM 812, and FM 973 for submission to CAMPO. CAMPO staff requires that the sponsor's list be prioritized to help identify each jurisdiction or agency's local priorities. Upon court approval, applications for each project will be submitted to CAMPO for evaluation and possible awarding of funds by the CAMPO Transportation Policy Board in early Fall 2014.

Issues and Opportunities:

Available STP-MM funding for the six county regions is \$75,625,770. This total will be equally divided for projects into regional and local distribution.

Project applications are due to CAMPO offices by the close of business on July 21, 2014.

TxDOT is supportive of the projects and has agreed to provide the 20% match and project oversight costs related to the three projects located on the TxDOT system. If a project is selected for funding by CAMPO, TxDOT will enter into discussion with TNR staff concerning project management responsibilities.

The three projects identified by Travis County for funding are located on the TxDOT system. Recently, shortages in federal and state funding have caused local jurisdictions to seek other funding alternatives for needs on the state's local system, i.e., FM's, RR's, RM's, etc. Staff believes these projects are of great importance to not only local residents living within the project area but these improvements will provide solutions to regional mobility problems throughout the county.

Travis County sponsored projects include the following:

Manchaca Road/FM 2304, Travis County Priority 1

Federal Request: \$7,917,000

TxDOT Match: \$1,583,000

Total Project Request: \$9,500,000

The project will complete the final construction phase of a four-lane divided roadway. This existing roadway is the terminus of the funded FM 1626 Pass-Through Financing project currently under development. It is also the terminus of the Frate Barker Road project currently under development. Completion of this project will help provide additional capacity and gap completion within southwest Travis County's arterial network.

FM 812, Travis County Priority 2
Federal Request: \$3,083,333
TxDOT Match: \$616,667
Total Project Request: \$3,700,000

FM 973, Travis County Priority 3
Federal Request: \$2,500,000
TxDOT Match: \$500,000
Total Project Request: \$3,000,000

The FM 812 and FM 973 projects will provide funding for the beginning phases of future projects that will provide:

- Increased mobility throughout the region;
- Alternative modes helping reduce single occupant trips in the region;
- Connectivity and gap completions; and
- Safety improvements.

Additional funding will need to be sought in future project calls to complete the construction of these two projects. However, by funding the first phase of these larger projects, it is anticipated they will be shovel ready projects for future project calls.

Project submission requirements allow for only three projects per sponsor per county; however, there is no limit on the number projects in which a jurisdiction can be a partner. Municipal jurisdictions and agencies are allowed up to three sponsored projects within each county that they are located.

CAMPO has two policies that provide for funding set asides. The Centers Target requires that 50% of STP-MM funds go towards projects that support the CAMPO Centers concept. The bicycle/pedestrian set aside requires that 15% of STP-MM funds go towards bicycle and pedestrian projects.

Attachment 3 includes projects that were identified as possible projects eligible to receive federal funds; however, staff is recommending these projects be further developed for future project calls and partnerships identified.

A proposed partnership project, Anderson Mill Road, will be sponsored by the City of Cedar Park. If selected for funding, Travis County will discuss partnering on the project to help construct a two-lane divided arterial from FM 1431 to Lime Creek Road which is partially in unincorporated Travis County.

Two projects, RM 2222 Improved Access to Vandergrift HS and RM 620/RM 2222 Bypass Road, are being evaluated and refined by TNR staff and by TxDOT.

The Braker Lane North project has adequate design and environmental funding to complete this phase of the project. However, due to the time required to complete the phase, construction funding will be sought outside of this project call's funding period.

FM 3238 and FM 2244 are two state system projects where possible partnerships exist; however, additional discussions are needed on project funding opportunities.

Fiscal Impact and Source of Funding:

If a project is selected by the CAMPO Transportation Policy Board to receive STP-MM funding, a 20% match is required from the project's sponsor. TxDOT has agreed to provide the 20% match and project oversight costs related to the three projects located on the TxDOT system. If a project is selected for funding by CAMPO, TXDoT will enter into discussion with TNR staff concerning project management responsibilities.

Attachments:

Attachment 1 - Travis County Sponsored and Partnership Project List for STP-MM Funding (2015-2019)

Attachment 2 - Project Applications for FM 2304, FM 812, and FM 973

Attachment 3 - Proposed Projects with Potential Partnerships and Future Call for Project Candidates

Attachment 4 - Grant Summary Sheets

cc: Leah Henderson, Budget Analyst, PBO
Matt Naper, Financial Analyst, PBO
Tom Nuckols, County Attorney, County Attorney's Office
Anna Bowlin, Division Director, Development Services Long Range Planning
Randy Nicholson, Planning Manager, TNR
Donna Williams-Jones, Financial Analyst Senior, TNR

**ATTACHMENT 1
Travis County Sponsored and Partnership Project List for STP-MM Funding (2015-2019)**

Proposed Projects for STP-MM Funding (Travis County Sponsored)														
Project Name	Local Priority	Limits	Pct.	Sponsor	Project Description	Phase 1 Schematic, PS&E and Env.	Phase 2 ROW Acq.	Phase 3 Construction	Project Cost Estimate	Federal Fund Request	Travis Co. Match	TxDOT Match	Project Request	Notes
FM 2304 (Manchaca Road)	1	FM 1626 to Ravenscroft Dr.	3	Travis County	Construct 4-lane divided section	Complete in 9 months	Complete	\$ 9,500,000	\$ 9,500,000	\$ 7,517,000	0	\$ 1,583,000	\$ 9,500,000	TxDOT to provide 20% match
FM 812	2	US 183 S to Elroy Rd./future Maiba Loop Rd. extension	4	Travis County	Provide schematic design, PS&E and environmental studies to upgrade existing arterial to a 4-lane major divided arterial	\$ 3,700,000	TBD	Future Request	TBD	\$ 3,083,333	0	\$ 616,667	\$ 3,700,000	TxDOT to provide 20% match. Project limit from FM 973 to Maiba Loop not in financially constrained CAMPO 2035 Plan, needs Plan amendment
FM 973 (Manor By-Pass)	3	Future Braker Ln. to US 290 East	1	Travis County	Provide schematic design, PS&E and environmental studies for a new 4-lane major divided arterial	\$ 3,000,000	TBD	Future Request	TBD	\$ 2,500,000	0	\$ 500,000	\$ 3,000,000	TxDOT to provide 20% match

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ATTACHMENT 2

Project Applications for FM 2304, FM 812 and FM 973



Instructions:

Online Submittal Instructions (Preferred Submittal Format): Complete all Sponsor and Project Information questions as presented. The answers you provide on Regional/Local and Capital Project/Plan, Program or Study questions will guide you to your project type's specific application.

Sponsor and Project Information

Project Sponsor	Travis County		
Sponsor Contact	Steven M. Manilla, P.E.		
Office Address	P. O. Box 1748		
City	Austin	Zip Code	78767-1748
E-mail Address	steven.manilla@co.travis.tx.us	Phone	512-854-9429

Project/Roadway Name	FM 2304 (Manchaca Road)
Limits: Start	FM 1626
Limits: End	Ravenscroft Drive

Project Description

Project funding is requested for the completion of the construction phase of FM 2304 (Manchaca Road) from FM 1626 to Ravenscroft Drive. The final phase will provide for the upgrading of an existing two lane divided arterial to a 4-lane divided arterial with bike lanes and sidewalks. This existing roadway is the terminus of the funded FM 1626 Pass Through Financing project currently under development. It also provides a terminus for the Frate Barker Road project also under development. Completion of this project will help provide additional capacity and alleviate a bottleneck on FM 2304. The County has identified this project as part of a larger set of projects to improve mobility for the residents of southwest Travis County and northern Hays

Project Map FM_2304_Manchaca_Rd_SD3.pdf 1.4MB

Add File

Bicycle Facilities Provided	Pedestrian Facilities Provided
Other	Sidewalk

Bike Lanes

CAMPO 2035 Regional Transportation Plan ID# (Leave blank if project is not listed in the Plan. Projects not listed in the 2035 Plan must apply for a Plan amendment)

712

Total STP - MM Funding Requested (100% Amount, total not to exceed the Total Project Cost)	\$7,917,000.00	Total Project Cost	\$9,500,000.00
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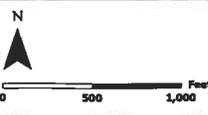
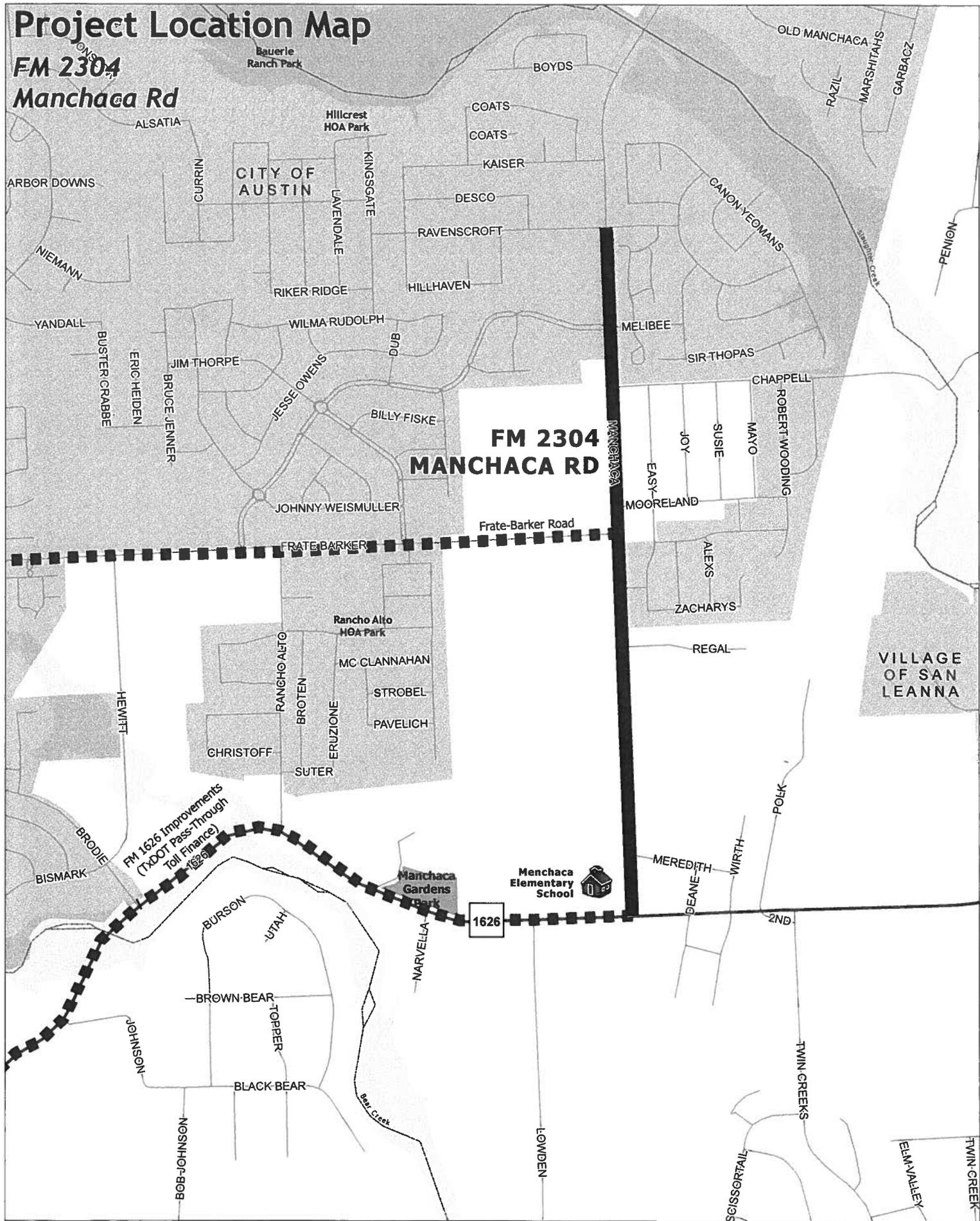
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Project Location Map

**FM 2304
Manchaca Rd**



- FM 2304 Manchaca Rd Project
- Funded Capital Improvement Projects
- Incorporated Area
- Travis County Parkland (Open to public only)
- 100 yr Floodplain
- Unincorporated Area
- City of Austin & Other Jurisdiction Parkland

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Project Readiness

Project Design Status 0% 1 - 30 % 31 - 60% 61 - 99% 100%

Right of Way Acquisition Not Started In Progress Complete Not Applicable

Federal Environmental Review Required or Anticipated to Require Environmental Assessment Environmental Impact Statement Categorical Exclusion Programmatic Categorical Exclusion Blanket Categorical Exclusion

Date of NEPA Approval or Anticipated Approval 08/03/2015 Reasonably Estimated Project Let Date 01/04/2016

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Regional/Local Project Determination

Regional/Local Determination: Indicate whether your project is Regional or Local ([Regional/Local Project Determination Information](#))

- Regional
- Local

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Regional: Capital/Plans, Programs and Studies Determination

Regional Projects: Indicate whether your project is a Capital project or a Plan, Program or Study

- Capital Project
- Plan, Program and Study

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Regional Project Applications

Capital Projects

1. Travel Demand/Transportation Systems Management:

Will this project include any of the travel demand/transportation system management functions listed below that reduce single-occupant vehicle use? Please select up to 5 of the below functions if they are in use for your project.

- Access Management
- Commuter Trip Reduction Programs
- Motorist Information Systems
- Freight Movement Management
- HOV/HOT Lanes
- Intersections Improvements
- Land Use Planning
- Park and Ride Facilities
- Pedestrian Improvements
- Rideshare Programs
- Transit Improvements
- Other
- Bicycle Improvements
- Congestion Pricing
- Express Lanes
- Grade Separation
- Incident Management
- Intelligent Transportation Systems
- Multi-Modal Facilities
- Parking Management and Pricing
- Ramp Metering
- Traffic Calming

2. Strategic Highway Safety:

Will this project address any Texas Strategic Highway Safety Plan Emphasis Areas or is the project on a designated hurricane evacuation route? Please select up to 5 of the below Emphasis Areas and indicate if the project is on a designated hurricane evacuation route.

- Run-off the Road
- Work Zones
- DUIs
- Lack of Restraint Use
- Cell Phone Usage
- Teen Drivers
- Bicyclists
- Large Trucks
- 911 Reporting System
- Policy Maker Awareness
- Other
- Intersections
- Railroad Grade Crossings
- Speeding
- Aggressive Driving
- Older Drivers
- Motorcyclists
- Pedestrians
- Traffic/Crash Records
- Public Awareness
- On a Designated Hurricane Evacuation Route

3. Connectivity:

This Project will _____

- Increase the number of intersections or transit stops, eliminate a gap by providing a new segment of a project, eliminate a gap by completing an intermediate section of a project to match other sections, or eliminate bottlenecks or provide an intermodal facility.
- Maintain the same number of intersections or transit stops provided
- Reduces the number of intersections or transit stops provided

4. System Preservation:

Does the project improve an existing facility?

- Yes
- No

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CAMPO Staff Completed Questions:

CAMPO staff will be completing Questions 5, 6, 7, 8, 9 and 10 based on the data sources listed with each question.

5. Congestion:

Does the project provide for increased capacity on a congested corridor that is in the or is included in the _____ (Data Source: CAMPO Travel Demand Model - 2010 Base Year: V/C Ratios, 2013 Texas Most Congested Road Sections list, and the CAMPO CMP)

- **Possible Responses:** Not Listed in Any Data Source; 1 - 25th Percentile of the CAMPO Travel Demand Model; 26 - 50th Percentile of the CAMPO Travel Demand Model; 51 - 75th Percentile of the CAMPO Travel Demand Model; 76 - 100th Percentile of the CAMPO Travel Demand Model; Texas "2013 Most Congested Roadways" or listed as a Top 20 Most Congested Road Segment according to the CAMPO CMP (a.m. or p.m. list)

6. Crash Frequency:

This project will provide road improvements or a transit alternative on a segment or intersection that is _____ (Data Source: CAMPO Safety Tool)

Possible Responses: Very-Over-Represented by fatal and injury crashes; Over-represented by fatal and injury crashes; Neither Very- or Over-Represented by fatal or injury crashes

7. Freight Mobility:

Does the project provide freight improvements to or along _____ (Data Source: 2009 CAMPO Freight Study and FHWA Draft Highway Primary Freight Network)

Possible Responses: A road identified in the 2009 CAMPO Freight Study or a road included in the FHWA Draft Highway Primary Freight Network; A roadway not identified in either the 2009 CAMPO Freight Study or the FHWA Draft Highway Primary Freight Network; None of the above

8. Centers Mobility:

Will this project _____? (Data Source: 2040 CAMPO Centers Map)

Possible Responses: Connect two or more Centers; Serves a single Center; Not serve a Center

9. Environmental Sensitivity:

What type of Environmental Sensitivity Area is the project located in? (Data Source: 2040 GISST)

- **Possible Responses:** Low Environmentally Sensitive Area; Medium Environmentally Sensitive Area; High Environmentally Sensitive Area

10. Environmental Justice:

The project is _____ an Environmental Justice area. (Data Source: CAMPO Environmental Justice Map)

- **Possible Responses:** Not located in or adjacent to; Located in or adjacent to; Providing new or improved transit access to; bicycle facilities or pedestrian facilities in

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50% Complete

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✓ Progress sav

Self-Certification and Cover Letter

Self-Certification:

By selecting "Yes", the Project Sponsor verifies that all information transmitted in this application is accurate and current.

- Yes, I certify that the information entered in this application is current and accurate
- No, I cannot certify that the information entered in this application is current and accurate

Cover Letter:

Attach a signed copy of the cover letter from the project's primary sponsor

Select File

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Instructions:

Online Submittal Instructions (Preferred Submittal Format): Complete all Sponsor and Project Information questions as presented. The answers you provide on Regional/Local and Capital Project/Plan, Program or Study questions will guide you to your project type's specific application.

Sponsor and Project Information

Project Sponsor	Travis County		
Sponsor Contact	Steven M. Manilla, P.E.		
Office Address	P. O. Box 1748		
City	Austin	Zip Code	78767-1748
E-mail Address	steven.manilla@co.travis.tx.us	Phone	512-854-9429

Project/Roadway Name	FM 812
Limits: Start	US 183 South
Limits: End	Elroy Rd. (future Maha Loop Road extension)

Project Description	<p>Project funding is requested for the completion of Phase 1 of the FM 812 Improvement Project from US 183 South to Elroy Road (future Loop Maha Road extension). Phase 1 provides for engineering design (schematic and PS&E) and environmental clearance for the construction of a future 4-lane divided arterial with bike lanes and sidewalks. Completion of Phase One will provide for the ability to begin the right-of-way acquisition and construction phases of a future 4-lane divided arterial that will provide a continuous arterial connecting existing William Cannon Drive to SH 130 and southeastern Travis County. Fatalities occurring along this section of roadway continue to be a concern and will be addressed in the</p>
---------------------	--

Project Map	FM_812_SD3.pdf 2.0MB
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[Add File](#)

Bicycle Facilities Provided	Pedestrian Facilities Provided
Other	Sidewalk

Bike Lane

CAMPO 2035 Regional Transportation Plan ID# (Leave blank if project is not listed in the Plan. Projects not listed in the 2035 Plan must apply for a Plan amendment)

323

Total STP - MM Funding Requested (100% Amount, total not to exceed the Total Project Cost)	\$2,500,000.00	Total Project Cost	\$3,000,000.00
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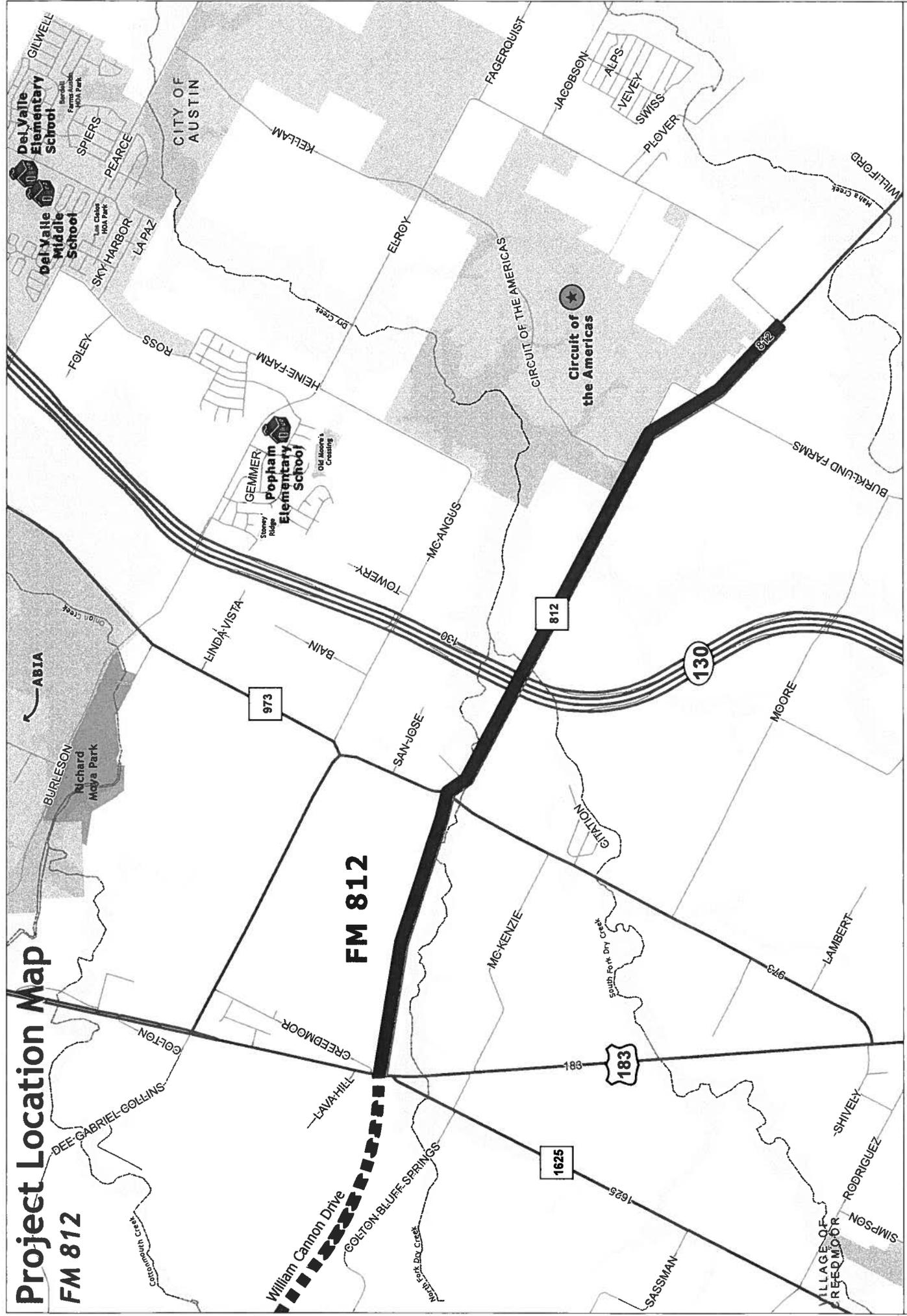
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Project Location Map

FM 812



FM 812 (thick black line)

Funded Capital Improvement Projects (dashed black line)

Incorporated Area (light gray shading)

Unincorporated Area (white background)

Travis County Parkland (Open to public only) (medium gray shading)

City of Austin & Other Jurisdiction Parkland (dark gray shading)

100 yr Floodplain (dotted line)



36

This map is for informational purposes only and does not constitute a project or a commitment by the City of Austin. The City of Austin is not responsible for any errors or omissions on this map. The City of Austin is not responsible for any damages or liabilities arising from the use of this map.



Project Readiness

Project Design Status 0% 1 - 30 % 31 - 60% 61 - 99% 100%

Right of Way Acquisition Not Started In Progress Complete Not Applicable

Federal Environmental Review Required or Anticipated to Require Environmental Assessment Environmental Impact Statement Categorical Exclusion Programmatic Categorical Exclusion Blanket Categorical Exclusion

Date of NEPA Approval or Anticipated Approval 01/02/2019 Reasonably Estimated Project Let Date 06/03/2019

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Regional/Local Project Determination

Regional/Local Determination: Indicate whether your project is Regional or Local ([Regional/Local Project Determination Information](#))

- Regional
- Local

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Regional: Capital/Plans, Programs and Studies Determination

Regional Projects: Indicate whether your project is a Capital project or a Plan, Program or Study

- Capital Project
- Plan, Program and Study

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Plans, Programs and Studies

1. Travel Demand/Transportation Systems Management:

Describe how your plan, program or study will support Travel Demand Management and Transportation Systems Management.

2. Strategic Highway Safety:

Describe how your plan, program or study will address the Texas Strategic Highway Safety Plan Emphasis areas.

3. Connectivity:

Describe how your plan, program or study will increase connectivity in the region and your jurisdiction.

4. System Preservation:

Describe how your plan, program or study will preserve the transportation system in the region and your jurisdiction.

5. Congestion:

Describe how your plan, program or study will affect congestion in the region and in your jurisdiction.

6. Crash Frequency

Describe how your plan, program or study will reduce crash frequency in the region and in your jurisdiction.

7. Freight Mobility:

40

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[Empty text area]

[Empty text area]

Describe how your plan, program or study will increase freight mobility in the region and in your jurisdiction.

[Empty text area]

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Self-Certification and Cover Letter

Self-Certification:

By selecting 'Yes', the Project Sponsor verifies that all information transmitted in this application is accurate and current.

- Yes, I certify that the information entered in this application is current and accurate
- No, I cannot certify that the information entered in this application is current and accurate

Cover Letter:

Attach a signed copy of the cover letter from the project's primary sponsor

Select File

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Instructions:

Online Submittal Instructions (Preferred Submittal Format): Complete all Sponsor and Project Information questions as presented. The answers you provide on Regional/Local and Capital Project/Plan, Program or Study questions will guide you to your project type's specific application.

Sponsor and Project Information

Project Sponsor	Travis County		
Sponsor Contact	Steven M. Manilla, P.E.		
Office Address	P. O. Box 1748		
City	Austin	Zip Code	78767-1748
E-mail Address	steven.manilla@co.travis.tx.us	Phone	512-854-9429

Project/Roadway Name	FM 973 (Manor By-Pass)
Limits: Start	Future Braker Lane
Limits: End	US 290 East

Project Description
 Project funding is requested for the completion of Phase 1 of the FM 973 (Manor By-Pass) project from future Braker Lane to US 290 East. Phase 1 provides for engineering design (schematic and PS&E) and environmental clearance for the construction of a future 4-lane divided arterial with bike lanes and sidewalks. Completion of Phase One will provide for the ability to begin the right-of-way acquisition and construction phases of a future 4-lane divided arterial that will provide a continuous arterial connecting FM 973 east of the City of Manor. Proposed development in this area of the County will cause congestion of the existing two lane rural arterial system. The FM 973 project was identified in a local plan and is

Project Map FM_973_Bypass_SD3.pdf 1.9MB

Bicycle Facilities Provided	Pedestrian Facilities Provided
Other	Sidewalk

Bike Lanes

CAMPO 2035 Regional Transportation Plan ID# (Leave blank if project is not listed in the Plan. Projects not listed in the 2035 Plan must apply for a Plan amendment)

722

Total STP - MM Funding Requested (100% Amount, total not to exceed the Total Project Cost)	\$2,500,000.00	Total Project Cost	\$3,000,000.00
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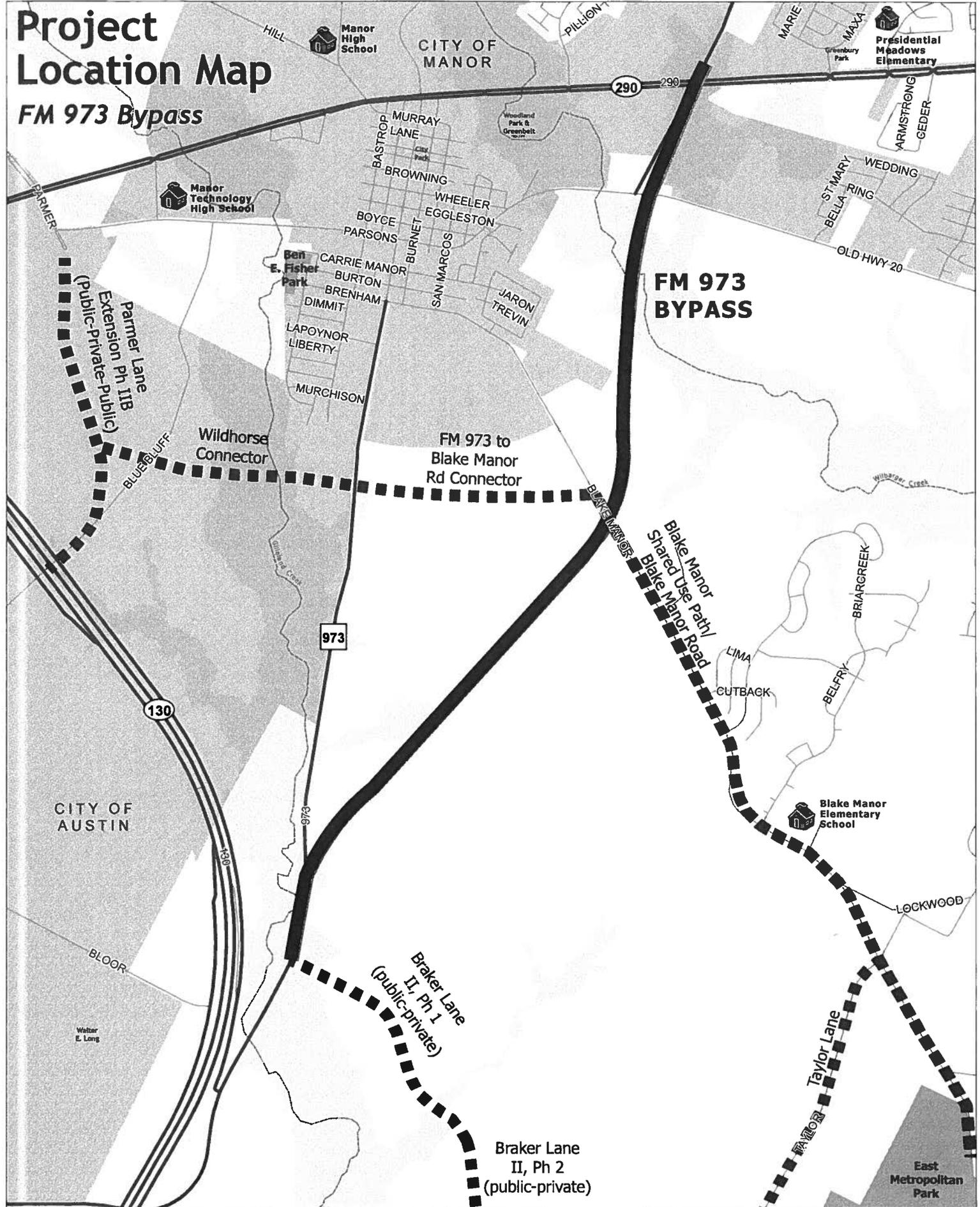
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Project Location Map

FM 973 Bypass



Legend:

- FM 973 Bypass
- Funded Capital Improvement Projects
- Incorporated Area
- Unincorporated Area
- Travis County Parkland (Open to public only)
- City of Austin & Other Jurisdiction Parkland
- 100 yr Floodplain

Scale: 0 to 1/2 mile. North arrow pointing up.



Project Readiness

Project Design Status 0% 1 - 30 % 31 - 60% 61 - 99% 100%

Right of Way Acquisition Not Started In Progress Complete Not Applicable

Federal Environmental Review Required or Anticipated to Require Environmental Assessment Environmental Impact Statement Categorical Exclusion Programmatic Categorical Exclusion Blanket Categorical Exclusion

Date of NEPA Approval or Anticipated Approval 01/02/2019 Reasonably Estimated Project Let Date 06/03/2019

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Regional/Local Project Determination

Regional/Local Determination: Indicate whether your project is Regional or Local ([Regional/Local Project Determination Information](#))

- Regional
- Local

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Regional: Capital/Plans, Programs and Studies Determination

Regional Projects: Indicate whether your project is a Capital project or a Plan, Program or Study

- Capital Project
- Plan, Program and Study

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Plans, Programs and Studies

1. Travel Demand/Transportation Systems Management:

Describe how your plan, program or study will support Travel Demand Management and Transportation Systems Management.

2. Strategic Highway Safety:

Describe how your plan, program or study will address the Texas Strategic Highway Safety Plan Emphasis areas.

3. Connectivity:

Describe how your plan, program or study will increase connectivity in the region and your jurisdiction.

4. System Preservation:

Describe how your plan, program or study will preserve the transportation system in the region and your jurisdiction.

5. Congestion:

Describe how your plan, program or study will affect congestion in the region and in your jurisdiction.

6. Crash Frequency

Describe how your plan, program or study will reduce crash frequency in the region and in your jurisdiction.

7. Freight Mobility:

48

[Empty form area with vertical scrollbar]

Describe how your plan, program or study will increase freight mobility in the region and in your jurisdiction.

[Empty form area with vertical scrollbar]

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Self-Certification and Cover Letter

Self-Certification:

By selecting 'Yes', the Project Sponsor verifies that all information transmitted in this application is accurate and current.

- Yes, I certify that the information entered in this application is current and accurate
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Cover Letter:

Attach a signed copy of the cover letter from the project's primary sponsor

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**ATTACHMENT 3
Proposed Projects with Potential Partnerships and Future Call for Project Candidates**

Project Name	Local Priority	Limits	Pct.	Sponsor	Project Description	Phase 1 Schematic, PS&E and Env.	Phase 2 ROW Acq.	Phase 3 Construction	Project Cost Estimate	Notes
Braker Lane North	NA	Harris Branch Parkway to Samsung Boulevard	1	Travis County	Complete NEPA process, right-of-way acquisition and construction for a future 4-lane divided arterial	\$ 500,000	\$ 1,150,000	\$ 17,500,000	\$19,150,000	Seek Federal funds in future Call for Projects
Wells Branch Parkway	NA	Cameron Road to SH 130	1	Travis County	Preliminary engineering, design and construction for a future 6-lane divided arterial, phase 1 construct 4-lane divided arterial	\$ 1,500,000	\$ 750,000	\$ 12,700,000	\$14,950,000	Seek Federal funds in future Call for Projects
RM 620/RM 2222 Bypass Road	NA	2,200 feet south of RM 2222 to 2300 feet east of RM 620	2	TXDoT	Preliminary engineering, design, right-of-way and construction of 3-lane section				\$ 8,000,000	Seek Federal funds in future Call for Projects, potential TXDoT partnership
Anderson Mill Road	NA	FM 1491 to Lime Creek Rd.	3	City of Cedar Park	Upgrade existing 2-lane road to 2-lane divided				TBD	Travis County will enter into discussions regarding participation if project is selected in current Call for Projects
RM 2222 Improved Access to Vandergriff HS	NA	RM 2222 at McNeil Drive	2,3	TXDoT	Right-of-way and construction of dual left turn lanes on RM 2222 to McNeil Drive and right turn/acceleration lane from McNeil to RM 2222				\$ 3,800,000	Seek Federal funds in future Call for Projects, potential TXDoT partnership
FM 3238/Hamilton Pool Road	NA	SH 71 W to RM 12	3	TXDoT	Upgrade to 3-lane section				TBD	Seek Federal funds in future Call for Projects, potential TXDoT partnership
FM 2244/Bees Caves Road	NA	Walsh Tangleton to Red Bud Trail	3	TXDoT	Add turn lanes				TBD	Seek Federal funds in future Call for Projects, potential TXDoT partnership

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TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR	
Contact Person/Title:	Steve Sun, Program and Donna Williams-Jones, Financial	
Phone Number:	Steve 854-4660 / Donna 854-7677	

Grant Title:	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program—Metropolitan Mobility (STP-MM)		
Grant Period:	From: <input style="width: 150px;" type="text" value="Date Agreement is Approved"/>	To: <input style="width: 100px;" type="text" value="9/30/2024"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:			
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Department of Transportation - Federal Highway Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 1,040,000.00	\$ 335,790.00	\$ 0.00	\$ 0.00	\$ 1,375,790.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 1,040,000.00	\$ 335,790.00	\$ 0.00	\$ 0.00	\$ 1,375,790.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JJ	

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	N/A				
2.					
3.					
+ - Measures for the Grant					
1.					
	Outcome Impact Description	Roadway Design 4-lane major divided arterial with sidewalks and bicycle lanes which will enable TNR to exact right of way for roadway			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Transportation and Natural Resources Department is requesting approval to enter into an advance funding agreement with TxDOT to receive federal grant funding for the Braker Lane North project. The grant will fund preliminary engineering, design, and environmental documents preparation for a roadway extension on Braker Lane from Samsung Blvd to Harris Branch Parkway. This roadway is included in the CAMPO 2035 plan and remains vital to completing the area transportation network and providing mobility to this developing area. The project is programmed under the CAMPO FY 2014 transportation improvement plan. Approval of the agreement is needed in order to secure the grant funds for this project by the grantor's August 2014 deadline.

Since Travis County is the sponsoring agency for the proposed grant, the County is responsible for 20% of the grant match and other estimated project costs totaling \$335,790. The Commissioners Court approved the use of Precinct One's allocation of 2001 bond investment income for the cash match and other costs on June 24, 2014. No additional funds are needed at this time. An Interlocal Agreement between Travis County and the City of Austin for potential project cost sharing and management responsibility is currently being developed. The agreement will be placed on the agenda for Commissioners Court approval upon completion of the negotiation. The County's share of grant match will be reduced if the Interlocal Agreement with the City of Austin is successfully executed.

PBO recommends approval of this grant application to leverage local resources to receive federal funding for the project.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This request is for preliminary engineering/design of a new major 4-lane roadway (Braker Lane East) so TNR can determine right of way acquisition. The roadway is in the CAMPO 2035 Plan and is important in providing mobility to a developing area. It also encompasses the City of Austin's STPM request for funding both sides of the roadway

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

If Project is selected, the roadway will be designed in anticipation of future construction funding from sources yet to be determined

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

20% match is required; TNR has requested approval from the Commissioners Court to apply a portion of Precinct 1's 2001 Bond Proposition 1 investment revenue allocation for the 20% match; TNR also expects to enter into an interlocal agreement with the City of Austin which will require them to cover 45% of the 20% match requirement

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Administration fees are included in the Federal amount.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes.

6. If this is a new program, please provide information why the County should expand into this area.

The STP MM program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

If selected, this project will enable TNR to require right of way dedication for the roadway alignment determined by the engineering and design.

TRANSPORTATION AND NATURAL RESOURCES

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



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14 JUN 30 AM 8:36

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4897

June 27, 2014

MEMORANDUM

TO: Leroy Nellis, Acting County Executive, PBO
FROM: Steve Manilla, P.E., County Executive - TNR
SUBJECT: Braker Lane North Advance Funding Agreement

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an Advance Funding Agreement with TxDOT to receive federal Surface Transportation Program – Metropolitan Mobility (STP-MM) grant for Braker Lane North project.

Agenda Language

- A. Consider and take appropriate action on approving a Resolution to support entering into an Advance Funding Agreement with Texas Department of Transportation for accepting the STP-MM grant for Braker Lane North project.
- B. Consider and take appropriate action on entering into an Advance Funding Agreement with Texas Department of Transportation to receive STP-MM grant for the design of Braker Lane North project.

Background/Summary of Request

CAMPO issued a call for projects funded by STP-MM on May 13, 2011. Approximately \$59.2 million federal funding from this program was available for jurisdictions in the five counties within the MPO area. Travis County submitted applications for five projects. Texas Transportation Commission passed Minute Order Number 113074 authorizing TxDOT to undertake and complete two projects submitted by Travis County which are Blake Manor Shared Use Path project and Braker Lane North project. Advance Funding Agreements have been prepared by TxDOT for County to accept the grants and to implement the projects. County has entered into the Advance Funding Agreement with TxDOT for the Blake Manor Shared Use Path project.

Braker Lane North project will extend Braker Lane from Samsung Blvd. to Harris Branch Pkwy as a 4-lane divided roadway with bike lanes and sidewalks. This roadway is included in the CAMPO 2035 plan and is important in completing area transportation network and providing mobility to this developing area. The length of this project is approximately 1.4 miles. The scope of work funded under this STP-MM grant is for the preliminary engineering, design, and environmental documents preparation, per federal NEPA process, for this roadway extension.

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Eligible project costs will be allocated base on 80% federal funds and 20% local government matching funds. In addition, Travis County will be responsible for the direct and indirect project costs incurred by TxDOT for overseeing the development of the engineering and environmental documents. Completion of the design for the Braker Lane North project will provide a final alignment for this roadway extension and allow the County to exact the needed ROW from adjacent developments. A high level construction cost estimate can also be made available for future budge planning purpose. The complete PS&E package can put the project in a ready and available position to secure future grants and/or bond funds if and when they become available.

Staff Recommendation

TNR staff recommends approval.

Issues and Opportunities

A segment of this roadway extension is located within the City of Austin full purpose jurisdiction. An Interlocal Agreement between Travis County and City of Austin for potential project cost sharing and management responsibility is currently being developed. TNR will submit the Interlocal Agreement to Court for approval upon completion of the negotiation. This project is programed under CAMPO FY 2014 transportation improvement plan. The Advance Funding Agreement is required to be executed and initial funds deposited with TxDOT in August 2014 in order to secure the grant funds. Expeditious process of this AFA is important to meet the funding deadline.

Fiscal Impact and Source of Funding

Local government's 20% share of PS&E and environmental document costs plus TxDOT's direct and indirect costs total \$335,790. Commissioners Court has previously approved TNR's request of using 2001 bond investment income for the local government matching funds. An Interlocal Agreement between Travis County and City of Austin for sharing of project costs and management responsibility is currently being developed. County's share of the local government project matching could be reduced if the Interlocal Agreement is successfully executed.

Required Review

County Attorney's Office
Planning and Budget Office
Auditor's Office

Attachments/Exhibits

Commissioners Court Resolution
Advance Funding Agreement

If you have any question or require additional information, please contact Donna Williams-Jones at extension 47677 for financial issues and Steve Sun at extension 44660 for program issues.

CC: Morgan Cotten, P.E., Public Works Director
Steve Sun, P.E., Assistant Public Works Director
Mo Mortazavi, P.E., Project Manager
Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Travis Gatlin, Leah Henderson, PBO

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**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT
WITH TEXAS DEPARTMENT OF TRANSPORTATION
TO DESIGN BRAKER LANE NORTH EXTENSION**

WHEREAS, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

WHEREAS, on April 26, 2012, the Commission passed Minute Order 113074 to authorize funding for projects in the 2013 Unified Transportation Plan Program, including a project to design and complete preliminary engineering and environmental assessments of a four-lane divided roadway extension of Braker Lane with sidewalks and bike lanes from Samsung Boulevard to Harris Branch Parkway (the "Project");

WHEREAS, the Travis County Commissioners Court finds that the Project will provide increased safety for persons using Braker Lane, facilitate the movement of people, goods, and services in Travis County, and benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute an Advance Funding Agreement with the Texas Department of Transportation ("TxDOT") under which, among other things:

1. Travis County will be responsible for preliminary engineering and design services for the Project.
2. Travis County will be required to contribute 20% of TxDOT's preliminary engineering costs (estimated to be \$260,000), 100% of TxDOT's direct state costs and indirect state costs for the Project (estimated to be \$75,790), and 100% of any cost overruns above the federally authorized amount of \$1,040,000.

The Travis County Commissioners Court further directs that this resolution be included as **Attachment A** to the Advance Funding Agreement with TxDOT.

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BE IT SO ORDERED ON THIS _____ DAY OF _____, 2014.

By: _____
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner
Precinct 1

Bruce Todd, Commissioner
Precinct 2

Gerald Daugherty, Commissioner
Precinct 3

Margaret Gómez, Commissioner
Precinct 4

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CSJ # 0914-04-280
District # 14- AUS
Code Chart 64 # 50227
Project: Braker Lane North
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
STP Metropolitan Mobility Project
Off-System**

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

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as preliminary engineering and design for four lane divided roadway extension of Braker Lane for Samsung Boulevard to Harris Branch Parkway called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0914-04-280
District # 14- AUS
Code Chart 64 # 50227
Project: Braker Lane North
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The scope of work is for preliminary engineering and design for Braker Lane four lane divided roadway extension with sidewalks and bike lanes from Samsung Boulevard to Harris Branch Parkway as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

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- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities – (Not Applicable to this Project)

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

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Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

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

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

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

11. Construction Responsibilities – (Not Applicable to this Project)

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
Administration of the contract includes the responsibility for construction engineering and

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for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
_____	Director of Contract Services Office
_____	Texas Department of Transportation
_____	125 E. 11 th Street
_____	Austin, Texas 78701

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

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15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

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

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly

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authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

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breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

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persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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30. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**



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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



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**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Design PS&E (by Local Government)		\$1,220,000	80%	\$976,000	0%	\$0	20%	\$244,000
Environmental Document (by Local Government)		\$80,000	80%	\$64,000	0%	\$0	20%	\$16,000
Subtotal		\$1,300,000		\$1,040,000		\$0		\$260,000
Direct State Costs (2%)= \$13,000	Environmental (15%)	\$1,950	0%	\$0	0%	\$0	100%	\$1,950
	Engineering (85%)	\$11,050	0%	\$0	0%	\$0	100%	\$11,050
Indirect State Costs (4.83%)		\$62,790	0%	\$0	0%	\$0	100%	\$62,790
Subtotal		\$75,790		\$0		\$0		\$75,790
TOTAL		\$1,375,790		\$1,040,000		\$0		\$335,790

Initial payment by the Local Government to the State: \$75,790
 Estimated total payment by the Local Government to the State \$75,790
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

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TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Emily Rogers/Planner	
Phone Number:	512-854-7126	

Grant Title:	Travis County Juvenile Treatment Drug Court- SAMHSA/CSAT		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 223,749	\$ 0	\$ 0	\$ 0	\$ 223,749
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,921	\$ 0	\$ 0	\$ 0	\$ 3,921
Totals:	\$ 227,670	\$ 0	\$ 0	\$ 0	\$ 227,670
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	JK	

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Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
3.	Number of CASI's administered	796	720	745	775
4.	Number of Drug Court Screenings	91	89	92	94
5.	Number of participants in Drug Court	74	82	88	90
6.	Percentage of Drug Court participants mandated to TJJD	0	0	0	0
7.	Percentage of SUS administered that indicated a need for a CASI	55%	55%	55%	55%
Measures for the Grant					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
Outcome Impact Description		Increase the number of youth that have access to substance abuse treatment. Actual numbers are provided for FY11 and FY12. *Numbers for juveniles in drug treatment in FY 11 are substantially lower than FY 12 numbers for several reasons. In FY11, Day Enrichment Program did not operate as a treatment facility and therefore is not included in the FY11 Actual Total. In FY 11, due to the way data was stored, we were unable to capture juveniles in Substance Abuse ISC if they had a subsequent, continuous stay in the Behavioral component of ISC.			
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
Outcome Impact Description		Identify youth that are referred to the department that are in need of further assessments for treatment. Actual numbers are provided for FY11 and FY12.			
3.	Number of participants in Drug Court	74	82	88	90
Outcome Impact Description		Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection, and improve juvenile accountability. Actual numbers are provided for FY11 and FY12.			

PBO Recommendation:

The Juvenile Probation Department is requesting approval of a one-year no-cost extension from the Substance Abuse and Mental Health Services Administration (SAMHSA)/Center for Substance Abuse Treatment (CSAT) for the fourth year of the Juvenile Treatment Drug Court project. With approval of this amendment, grant activities may continue until September 29, 2015. No additional match or indirect cost funds are required of the County.

PBO recommends approval of this grant amendment.

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1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This is a request for a no-cost extension to the fourth year of the Juvenile Drug Court: Strategies in Practice and the Reclaiming Futures program models. The extension will extend the project end date to September 29, 2015. This extension will allow the grant project to serve the projected unduplicated participants that were not reached during the grant period due to the declining number of referrals to the overall department.

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co-occurring disorders while increasing capacity in community based programs.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

At the end of this grant Travis County will have the opportunity to invest in this program.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match required

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

A 2% indirect cost has been charged to this grant.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. As previously presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: *Emily Rogers*
Emily Rogers
Planner

SUBJECT: Approval of Request for a No-Cost Extension for the Travis County Juvenile Treatment Drug Court – Substance Abuse and Mental Health Services Administration (SAMHSA) and the Center for Substance Abuse (CSAT)

DATE: June 25, 2014

The Travis County Juvenile Probation Department is requesting a no-cost extension to the 4th and final year of the Juvenile Treatment Drug Court (JTDC) project. The request is for a one-year extension, extending the end of the project from September 29, 2014 to September 29, 2015.

The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. Funding will be used to increase the number of youth who have access to the JTDC program and its associated grant-funded services so that the grant measures can be attained.

Please review this item and place it on the **July 15th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Emily Rogers at 512-854-7126.

CC: Jennifer Kraber
Patty Lennon
Darryl Beatty
Virginia Martinez
Kathy Smith
Lisa Eichelberger
Sylvia Mendoza
Israel Ramirez
Grant File

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

Gregory Torian
SAMHSA Program Official
1 Choke Cherry Road
Rockville, MN 20857

Re: Grant Number 5H79TI020920-04

Dear Mr. Torian,

The Travis County Juvenile Probation Department is requesting a **twelve month** extension to serve the number of juveniles that we were not able to serve due to declining referrals to the department. The grant was awarded to the Travis County Juvenile Probation Department for the Travis County Juvenile Treatment Drug Court. The award was from 9/30/2010 to 9/29/2014.

It is important to note that the Travis County Juvenile Treatment Drug Court is unique as it serves post adjudicated substance using youth between the ages of 13.6 to 17 years. The population consists of youth with an average of 6.8 referrals to the Department for their delinquent activity. The population is described as a "Deep-End" population and is high risk offenders as it relates to their repetitive pattern of drug use and criminal behavior and they are often eligible for long term institutional placement at the Texas Juvenile Justice Department.

UOB

The estimated amount of the UOB will be \$41,004.

Reasons for Extension

Travis County Juvenile Treatment Drug Court (JTDC) is requesting an extension because the Drug Court wants to continue to enhance the capacity of the JTDC in order to serve substance using juvenile offenders through the Travis County Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Model. The Juvenile Justice Integrated Network (JJIN) is designed to enhance substance abuse treatment access and service delivery to the juvenile justice population by focusing on systems of integration, linkage and information sharing between the community-based service providers, social services agencies and the juvenile justice system.

The JTDC also wants to continue to expand the Travis County Day Enrichment Program (DEP) so that they can effectively serve youth with co-occurring disorders by allowing the Chemical Dependency Counselors (CDC) the opportunity to continue to administer the evidence-based GAIN assessment and utilize the evidence-based treatment modality to include the ACRA-Assertive Continuing Care (ACC) with the drug court youth they currently serve with co-occurring disorders. This will allow our site to increase the capacity in community based programs.

The JTDC would also request the opportunity to continue to administer the GPRA assessments. The GAIN and GPRA assessments currently assist our department in identifying the needs of the population that we currently serve once the data is analyzed.

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The area of concern for the department

The JTDC was not able to meet the goal of serving the projected unduplicated participants annually in the fiscal years since the inception of the grant because the number of referrals for the department has declined. The department has implemented a process to evaluate all referrals to determine eligibility to ensure we have conducted a comprehensive review of all youth who may be eligible for the services in the JTDC, DEP program and the JJIN. This is an area that the JTDC would like the opportunity to increase the number of unduplicated youth that we serve.

What the Department intends to accomplish with its program during the requested time.

- Increase the number of youth that have access to the JTDC and the DEP Program.
- Increase the number of unduplicated participants served annually in the JTDC in order to meet the grant guidelines for the GPRA.
- Increase the number of youth that have access to receive community-based substance abuse and mental health services in the JJIN by utilizing the Reclaiming Futures Model.
- Streamline the evidence-based GAIN assessment tool for the entire department in order to allow all youth access to identifying their needs so that they can be addressed through the JJIN.
- Continue to enhance the JTDC by utilizing the learning collaborative of the fellowships with specific domains and the collaborative initiative with the Travis County Reclaiming Futures Advisory Board that was created to help meet the needs of youth and families within the community where they reside.

Sincerely,

Judge Samuel T. Biscoe
County Judge
Travis County

Estela P. Medina
Chief Juvenile Probation Officer

Date

Date

**SAMSHA No Cost Extension Carry Forward Budget and Justification
(No match required)**

A. Personnel: No Personnel Requested

Position	Name	Annual Salary/Rate	Level of Effort	Cost

B. Fringe Benefits: No Personnel requested

Component	Rate	Wage	Cost

C. Travel: No Travel Budget Requested

D. Equipment: No equipment requested

E. Supplies: We are requesting budget for Drug Testing Kits to test juveniles in the program. We are also requesting Budget for incentives to assist this site in increasing the follow-up and tracking outcomes for the GAIN and GPRA assessments in order to meet the grant requirements.

FEDERAL REQUEST - \$14,000

Item	Rate	Quantity	Cost
Drug Testing Kits	\$4.00/kit	1500	\$6,000
Incentives	\$20.00/Incentive	300	\$6,000
Transportation Assistance	1.00/pass	2000	\$2,000

AM

F. Contract:

Contract costs requested to continue the use of the GAIN ABS Screening tool.

FEDERAL REQUEST - \$26,200

Name	Service	Rate	Other	Cost
GAIN ABS Screening Tool	License authorized user	\$1,800/yr		\$1,800
GAIN Data Management	Data statistical analysis	\$7,000/yr		\$7,000
Project Coordination	Technical assistance	\$3,800/yr		\$3,800
EBTx Account	Secured Web account	\$700/yr		\$700
EBT Coordination	Technical Assistance	\$2,000/Yr		\$2,000
Workers Assistance	Case Management Services	\$37.50/hr/juv		\$10,900

JUSTIFICATION: Explain the need for each contractual agreement and how it relates to the overall project.

- (1) GAIN User license agreement 1yrs \$1,800 user fee for up to 15 users/year and 600 interviews/month.
- (2) A one year base amount of \$7000 will be allocated for The GAIN Data Management team. This team will work with our Travis County Drug Court Team to provide us with data review and report feedback on uploaded data to ensure accuracy. The GAIN Data Management Team will also create and distribute analytic data and statistical reporting to the Travis County Drug Court Team on a monthly basis for one year on unlimited data submitted by Travis County through the GAIN ABS tool.
- (3) The Gain Coordination Center will provide technical assistance on the GAIN instruments, training to web applications and evaluation per year.
- (4) GAIN Secured web site account used to upload digital session recordings for review and evaluation. One year service.
- (5) Technical Assistance from the EBT Coordinator for up to six staff members.

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(6) Case Management and wrap around services for juveniles in our program. Workers Assistance Program is the contracted vendor which will provide these services at \$37.50/hr/juvenile. Budget is for 272 juvenile-hours.

G. Construction: No Construction Request

H. Other: No Other Costs Requested

Indirect Cost Rate: Indirect costs can only be claimed if your organization has a negotiated indirect cost rate agreement. It is applied only to direct costs to the agency as allowed in the agreement. For information on applying for the indirect rate go to: <http://www.samhsa.gov> then click on Grants – Grants Management – Contact Information – Important Offices at SAMHSA and DHHS - HHS Division of Cost Allocation – Regional Offices.

FEDERAL REQUEST

2% Indirect Cost Rate - (.02 x \$40,200) \$804

=====

TOTAL DIRECT CHARGES:

FEDERAL REQUEST – (enter in Section B column 1 line 6i of form SF424A) \$40,200

INDIRECT CHARGES:

FEDERAL REQUEST – (enter in Section B column 1 line 6j of form SF424A) \$804

FEDERAL REQUEST – (enter in Section B column 1 line 6k of form SF424A) \$41,004

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal Award Id 5H 79TI020920-04 Travis County Juvenile Treatment Drug Court		\$ 41,004.00	\$	\$	\$	\$ 41,004.00
2.						
3.						
4.						
5. Totals		\$ 41,004.00	\$	\$	\$	\$ 41,004.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Federal Award Id 5H 79TI020920-04 Travis County Juvenile Treatment Drug Court				
a. Personnel	\$ 0.00	\$	\$	\$	\$
b. Fringe Benefits	0.00				
c. Travel	0.00				
d. Equipment	0.00				
e. Supplies	14,000.00				14,000.00
f. Contractual	26,200.00				26,200.00
g. Construction	0.00				
h. Other	0.00				
i. Total Direct Charges (sum of 6a-6h)	40,200.00				40,200.00
J. Indirect Charges	804.00				804.00
k. TOTALS (sum of 6i and 6j)	41,004.00	\$	\$	\$	41,004.00
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Federal Award Id 5H 79TT020920-04 Travis County Juvenile Treatment Drug Court	\$ 26,844.00	241,596.00	\$	\$ 268,440.00
9.					
10.					
11.					
12.	TOTAL (sum of lines 8-11)	\$ 26,844.00	241,596.00	\$	\$ 268,440.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13.	Federal																
14.	Non-Federal																
15.	TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Federal Award Id 5H 79TT020920-04 Travis County Juvenile Treatment Drug Court	\$ 41,004.00	\$	\$	\$
17.				
18.				
19.				
20.	TOTAL (sum of lines 16 - 19)	\$ 41,004.00	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 40200	22. Indirect Charges: 804
23. Remarks:	



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Emily Rogers/Planner	
Phone Number:	512-854-7126	

Grant Title:	Travis County Juvenile Treatment Drug Court- OJJDP		
Grant Period:	From: <input type="text" value="Oct 1, 2010"/>	To: <input type="text" value="Sep 30, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of Juvenile Justice and Delinquency Prevention (OJJDP)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 408,045	\$ 141,667	\$ 0	\$ 0	\$ 549,712
Operating:	\$ 8,600	\$ 0	\$ 0	\$ 0	\$ 8,600
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 8,334	\$ 0	\$ 0	\$ 0	\$ 8,334
Totals:	\$ 424,979	\$ 141,667	\$ 0	\$ 0	\$ 566,646
FTEs:	2.00	0.50	0.00	0.00	2.50

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	JK	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
3.	Number of CASI's administered	796	720	745	775
4.	Number of Drug Court Screenings	91	89	92	94
5.	Number of participants in Drug Court	74	82	88	90
6.	Percentage of Drug Court participants mandated to TJJD	0	0	0	0
7.	Percentage of SUS administered that indicated a need for a CASI	55%	55%	55%	55%
Measures for the Grant					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
Outcome Impact Description		Increase the number of youth that have access to substance abuse treatment. Actual numbers are provided for FY11 and FY12. *Numbers for juveniles in drug treatment in FY 11 are substantially lower than FY 12 numbers for several reasons. In FY11, Day Enrichment Program did not operate as a treatment facility and therefore is not included in the FY11 Actual Total. In FY 11, due to the way data was stored, we were unable to capture juveniles in Substance Abuse ISC if they had a subsequent, continuous stay in the Behavioral component of ISC.			
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
Outcome Impact Description		Identify youth that are referred to the department that are in need of further assessments for treatment. Actual numbers are provided for FY11 and FY12.			
3.	Number of participants in Drug Court	74	82	88	90
Outcome Impact Description		Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection, and improve juvenile accountability. Actual numbers are provided for FY11 and FY12.			

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PBO Recommendation:

The Juvenile Probation Department is requesting approval of a four-month no-cost extension from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for the final year of the Juvenile Treatment Drug Court project. With approval of this amendment, grant activities may continue until January 31, 2015. Once the grant period ends, whether at the end of the grant term or at the end of the extension, the department plans to fund the two grant-funded positions either using funds from a grant that is in the application process, or by moving the grant-funded positions to vacant General Fund positions.

No additional match or indirect cost funds are required of the County.

PBO recommends approval of this grant amendment.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This is a request for a no-cost extension to the fourth year of the Juvenile Drug Court: Strategies in Practice and the Reclaiming Futures program models. The extension will extend the project end date to January 31, 2015. Funding will be used to complete the implementation of the Adolescent Community Reinforcement Approach (A-CRA) and the Assertive Continuing Care (ACC) treatment models. The extension will increase follow-up and tracking of grant outcomes through the Government Performance and Results Act (GPRA) and the Global Appraisal of Individual Needs (GAIN).

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co-occurring disorders while increasing capacity in community based programs.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This is an extension to the 4-year project; at the end of this grant Travis County will have the opportunity to invest in this program.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The match comes from Kathy Smith's position, slot 516 Case Work Manager's position.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

A 2% indirect cost has been charged to this grant.

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5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. As previously presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Emily Rogers
Emily Rogers
Planner

SUBJECT: Approval of Request for a No-Cost Extension for the Travis County Juvenile Treatment Drug Court – Office of Juvenile Justice and Delinquency Prevention

DATE: June 25, 2014

The Travis County Juvenile Probation Department is requesting a no-cost extension to the final year of the Juvenile Treatment Drug Court (JTDC) project. The request is for a four-month extension, extending the end of the project from September 30, 2014 to January 31, 2015.

The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. Funding will be used to complete the implementation of the Adolescent Community Reinforcement Approach (A-CRA) and the Assertive Continuing Care (ACC) treatment models. The extension will increase follow-up and tracking of grant outcomes through the Government Performance and Results Act (GPRA) and the Global Appraisal of Individual Needs (GAIN).

Please review this item and place it on the **July 15th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Emily Rogers at 512-854-7126.

CC: Jennifer Kraber
Patty Lennon
Darryl Beatty
Virginia Martinez
Kathy Smith
Lisa Eichelberger
Sylvia Mendoza
Israel Ramirez
Grant File

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Request for a No-Cost Extension to Travis County Juvenile Treatment Drug Court (2010-DC-BX-0126)

Travis County Juvenile Probation Department is requesting a four month extension for the current staff's salary and fringe benefits to complete our project.

This site will continue to use our existing Casework Manager position to also fulfill the role of the Project Director to provide oversight of the grant and project implementation for the Reclaiming Futures program. The JPO Lead position will continue to serve as an assistant to the Casework Manager/ Project Director, with the responsibilities of handling the drug court daily operations and some supervisory functions related to the Juvenile Probation Officers assigned to the Drug Court Unit. The JPO Lead will continue to assist with administering the GPRA tool to juveniles in the program, which will ultimately increase the follow-up and tracking outcomes for the tool. The Lead JPO will continue to assist with the follow-up and tracking outcomes of the GAIN assessments.

The department is in the process of identifying a potential candidate for the vacant position of the Chemical Dependency Counselor (CDC) Sr. according to Travis County hiring process. This site will also continue to use our existing Chemical Dependency Counselor (CDC) Sr. positions to administer the GAIN assessments, to implement the A-CRA/ACC treatment model and to increase the capacity in the Day Enrichment program. The Chemical Dependency Counselors Sr. (s) have been certified to administer the GAIN assessments and have been implementing the A-CRA/ACC treatment model in the Travis County Day Enrichment Program to the Travis County Juvenile Treatment Drug Court. This will increase the follow-up and tracking outcomes for the GAIN assessments.

Judge Samuel T. Biscoe
County Judge
Travis County

Estela P. Medina
Chief Juvenile Probation Officer

Date

Date

OJJDP No Cost Extension Carry Forward Budget and Justification

A. Personnel: The budget represents approximately 1 calendar month at 100% effort for a current staff member and the anticipated replacement of the vacant Chemical Dependency Counselor position's salary and fringe benefits required to complete our project.

FEDERAL REQUEST- \$7,120

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Juvenile Probation Officer	Chalaundra Lewis	\$3,819/month	100%	\$3,819
Chemical Dependency Counselor	TBN	\$3,301/month	100%	\$3,301

B. Fringe Benefits:

FEDERAL REQUEST- \$2,231

Component	Rate	Wage	Cost
ODASI	6.2%	\$7,120	\$441
Medicare	1.45%	\$7,120	\$103
Health Insurance	\$779 /month	2	\$1,558
Retirement	1.37%	\$7,120	\$98
Life Insurance	\$8.25/month	2	\$17
Workers Compensation Insurance	.1950%	\$7,120	\$14

C. Travel: No Travel Budget Requested

D. Equipment: No Equipment Requested

E. Supplies: Budget for incentives for juveniles in the program. These incentives will assist this site in increasing the follow-up and tracking outcomes for the GAIN and GPRA assessments in order to meet the grant requirements.

FEDERAL REQUEST - \$2,000

Item	Rate	Quantity	Cost
Incentives	\$20.00/Incentive	100	\$2,000

F. Contract: No Contract Budget Requested

Name	Service	Rate	Other	Cost

G. Construction: No Construction Request

H. Other: No Other Costs Requested

Item	Rate	Cost

Indirect Cost Rate: 2%

FEDERAL REQUEST - \$227

2% Indirect Cost Rate - (.02 x \$11,351) = \$227

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TOTAL DIRECT CHARGES:

FEDERAL REQUEST - \$11,351

INDIRECT CHARGES:

FEDERAL REQUEST - \$227

TOTAL FEDERAL REQUEST

FEDERAL REQUEST – \$11,578





Travis County Commissioners Court Agenda Request

Meeting Date: 7/15/14

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine POPS Salary Adjustment request from Constable Precinct 2's Office for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Action – Pages 5 - 8.

Constable Precinct 2 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001773 from step 6 to step 9, Constable Deputy Chief, PG 66. HRMD has reviewed supporting documentation and does not recommend approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

July 15, 2014

ITEM # :

DATE: July 3, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Action – Pages 5 - 8.

Constable Precinct 2 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001773 from step 6 to step 9, Constable Deputy Chief, PG 66. HRMD has reviewed supporting documentation and does not recommend approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LN/DM/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	07/02/2014	N/A	N/A	1450 - Facilities Management	30000519 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
New Hire	New Hire	07/21/2014	N/A	N/A	1550 - Counseling and Education Sv	30003837 / Chemical Dependency Couns / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,475.20
New Hire	New Hire	06/26/2014	N/A	N/A	3300 - District Attorney	30052251 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.59
New Hire	New Hire	07/01/2014	N/A	N/A	3650 - Juvenile Probation	30004469 / Housekeeper / 1 - Regular / 02 - Full Time Non-Exempt / GRD07 / 00 / \$24,307.92
Re-Hire	Re-Hire	05/15/2014	N/A	N/A	3150 - County Clerk	30006726 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00
Re-Hire	Re-Hire	06/25/2014	N/A	N/A	3300 - District Attorney	30052553 / Paralegal / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$52,977.60
Mobility	Career Ladder	07/16/2014	3600 - Pretrial Services	30003887 / Pretrial Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$44,926.34	3600 - Pretrial Services	30003887 / Pretrial Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$48,071.18

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Lateral Transfer	07/16/2014	3100 - County Attorney	30000892 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87	3100 - County Attorney	30000892 / Office Asst / 2 - Temporary / 05 - Hourly - Reimt / GRD10 / 00 / \$11.87
Mobility	Lateral Transfer	10/01/2013	3400 - Justice of the Peace Pct 1	30001624 / Court Clerk I / 4 - Special Project / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3400 - Justice of the Peace Pct 1	30001624 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99
Mobility	Part-Time Hours Increase (from 20 to 30 hrs/wk)	07/01/2014	1250 - Planning and Budget	30052276 / County Executive Succession / 1 - Regular / 03 - Part-Time Exempt / GRD34 / 00 / \$80,357.36	1250 - Planning and Budget	30052276 / County Executive Succession / 1 - Regular / 03 - Part-Time Exempt / GRD34 / 00 / \$120,536.04
Mobility	Part-Time to Full-Time	07/01/2014	1700 - Transportation and Nat Rsrc	30005622 / Planner / 1 - Regular / 03 - Part Time Exempt / GRD19 / 00 / \$27,293.94	1700 - Transportation and Nat Rsrc	30004716 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$54,587.88
Mobility	Promotion	07/01/2014	1400 - Information Technology Service	30000345 / Project Mgr I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$86,295.23	1400 - Information Technology Service	30000343 / Project Mgr II / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$90,100.00
Mobility	Promotion	07/01/2014	1700 - Transportation and Nat Rsrc	30004761 / Environmental Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$43,940.62	1700 - Transportation and Nat Rsrc	30004756 / Environmental Specialist Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$48,200.75
Mobility	Promotion	07/01/2014	3050 - Tax Collector	30000138 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$63,386.12	3050 - Tax Collector	30000137 / Tax Assessor-Collector Deputy Assoc / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$89,265.71

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	07/01/2014	3050 - Tax Collector	3000140 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3050 - Tax Collector	3000138 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	06/25/2014	3300 - District Attorney	30001305 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,912.91	3300 - District Attorney	30052552 / Paralegal / 1 - Regular / 02 - Full Time Non- Exempt / GRD18 / 00 / \$45,899.85
Mobility	Promotion	06/26/2014	3410 - Justice of the Peace Pct 3	30001682 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$36,888.41	3410 - Justice of the Peace Pct 3	30001681 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$38,732.83
Mobility	Promotion	07/01/2014	3500 - Sheriff	30002529 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72	3500 - Sheriff	30002501 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
Salary Change	Salary/Hourly Rate Change	07/01/2014	3465 - Constable Pct 4	30001824 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$35,971.72	3465 - Constable Pct 4	GRD14 / 00 / \$36,511.29

4

NON-ROUTINE PERSONNEL ACTION – POPS Step Change				
Personnel Area (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Personnel Area (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3455 - Constable Pct 2	30001773 / Constable Deputy Chief / 1 - Regular / 01 - Full Time Exempt / GRD66 / 06 / \$85,148.54	3455 - Constable Pct 2	GRD66 / 09 / \$90,396.38	HRMD does not recommend salary action.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: July 3, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning & Budget Office

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: Constable, Precinct 2 - Non-Routine Salary Adjustment, Pos.30001773

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 2's Office Request:

Constable Precinct 2's Office requests approval to increase the current salary of one Chief Deputy Constable. The proposed salary adjustment would bring the employee from step 6 to step 9 and result in an increase of \$5,247.84. The salary adjustment would apply to the following position:

<u>Position #</u>	<u>From</u>	<u>To</u>
30001773	\$85,148.54	\$90,396.38

Policy

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments other than the customary step increases that occur when funded by Commissioners Court.

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Issues

Although not addressed specifically by policy, the long-standing practice has been that employees covered by POPS are not eligible for salary adjustments. Traditionally, POPS employees progress on a regular step-by-step basis across the pay scale when Commissioners Court approves funding for these increases. For FY 2014, Commissioners Court did not fund step increases for POPS employees.

In this case, the Constable from Precinct 2 has requested that the Chief Deputy receive a three-step increase. The memo from the Constable's Office cites the fact that funding is available and the Chief Deputy did not receive an increase when the Office was put back on the POPS Scale due to insufficient funds. The Planning and Budget Office (PBO) has confirmed available funding for the adjustment for the balance of FY 2014 and FY 2015.

Recommendation

HRMD recommends against this salary adjustment.

Rationale

HRMD opposes the salary actions for the following reasons:

- All employees on the POPS Scale have been frozen on their current steps since FY 2009. The situation for this employee is not unique.
- Although the employee has been frozen on step 6 since being appointed as Chief Deputy, the employee did receive a 9.8% increase as part of the POPS Scale adjustment that was implemented for FY 2013.
- When Constable 2 went back on the POPS Scale in 2009, all officers were placed on the POPS scale in accordance with the placement policy. The Chief Deputy was eligible for placement at that time on Step 5 and received a step increase in FY 2009 consistent with Court action. This placed the Chief Deputy on Step 6. Court has not approved a step increase since, so Step 6 is the proper placement for this employee. Funding was not an issue in 2009.
- Increasing the pay for this employee only creates an equity issue for other officers within this Office.

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ADAN BALLESTEROS
TRAVIS COUNTY CONSTABLE PRECINCT 2
 Chief Deputy George Morales



Date: June 26, 2014

To: Cynthia Lam -Roldan
 From: Adan Ballesteros
 Ref: Step Increase Step 6 to Step 9

I am respectfully requesting a step increase for Chief Deputy Constable Pct.2. This request is based on the fact that the funds are currently available within our budget. The Chief Deputy is currently at step six (6) on the Travis County Pop Scale. This request would move the Chief to a step nine (9). The Chief Deputy is a Master Peace Officer with Civil Process Proficiency certifications. In 2009 Constable Pct.2 was at classified pay, during this time there was no funding available to make the step increase. When CN2 went to Travis County Pop Scale, again there was no additional funding. PBO confirms that the Constable's Office FY 2015 Budget Submission includes sufficient funds to increase the Chief Deputy Constable's Salary. PBO also confirms that there is sufficient funding for this salary increase from one-time salary savings in FY 2014. CN2 is not requesting any additional funds, this increase is being funded internally within our CN2 budget, No additional funds are needed from Travis County.

Respectfully Submitted,

Adan Ballesteros
 Travis County Constable Pct.2

Cc: Travis County Commissioners Court
 Sam Biscoe (County Judge)
 Ron Davis (Pct.1 Commissioner)
 Bruce Todd (Pct.2 Commissioner)
 Gerald Daugherty (Pct.3 Commissioner)
 Margaret Gomez (Pct.4 Commissioner)



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive -
Succession

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,043,035.09 for the period of June 27 to July 3, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,043,035.09.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,043,035.09

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: July 15, 2014

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: June 27 to July 3, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,043,035.09

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,043,035.09.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
JUNE 27, 2014 TO JULY 3, 2014

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: July 15, 2014
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: June 27, 2014
 TO: July 3, 2014

REIMBURSEMENT REQUESTED: \$ 1,043,035.09

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,533,433.95
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jul 8, 2014	\$ (1,490,398.86)
SAP corr	\$ -
Misc Adj	\$ -
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,043,035.09
TRANSFER OF FUNDS REQUESTED:	\$ 1,043,035.09

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

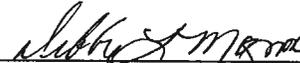
All claims over \$25,000 (4 this week totaling \$267,094.15) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$122,913.54) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$462,653.75.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

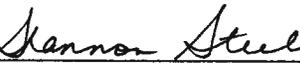
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 7/7/2014

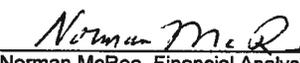
 Debbie Maynor, Director, HRMD Date

 7.7.2014

 John Rabb, Benefits Manager Date

 7/7/2014

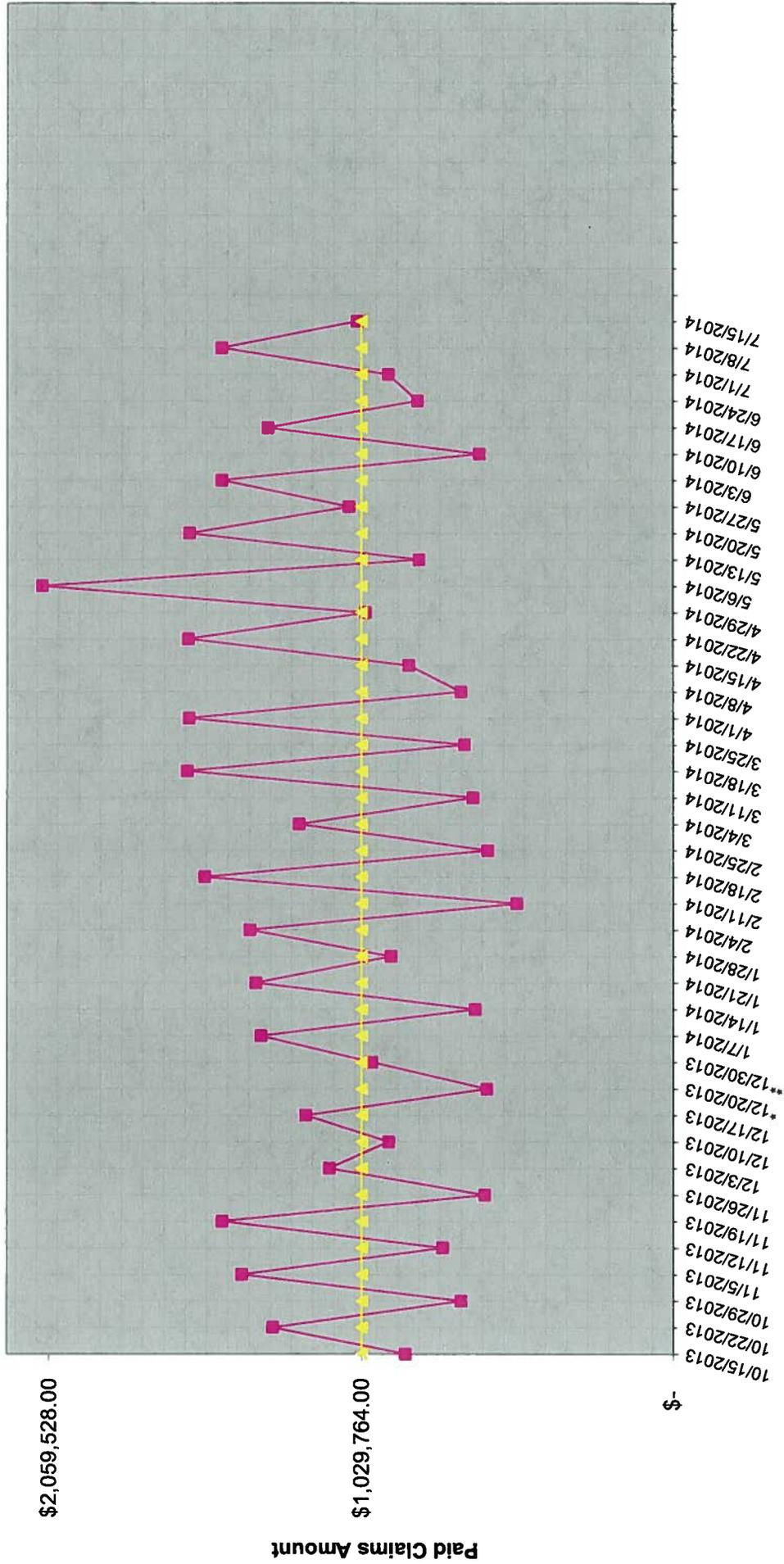
 Shannon Steele, Benefits Administrator Date

 7/3/14

 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan
FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



Commissioners Court Date

**Travis County Employee Benefit Plan
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

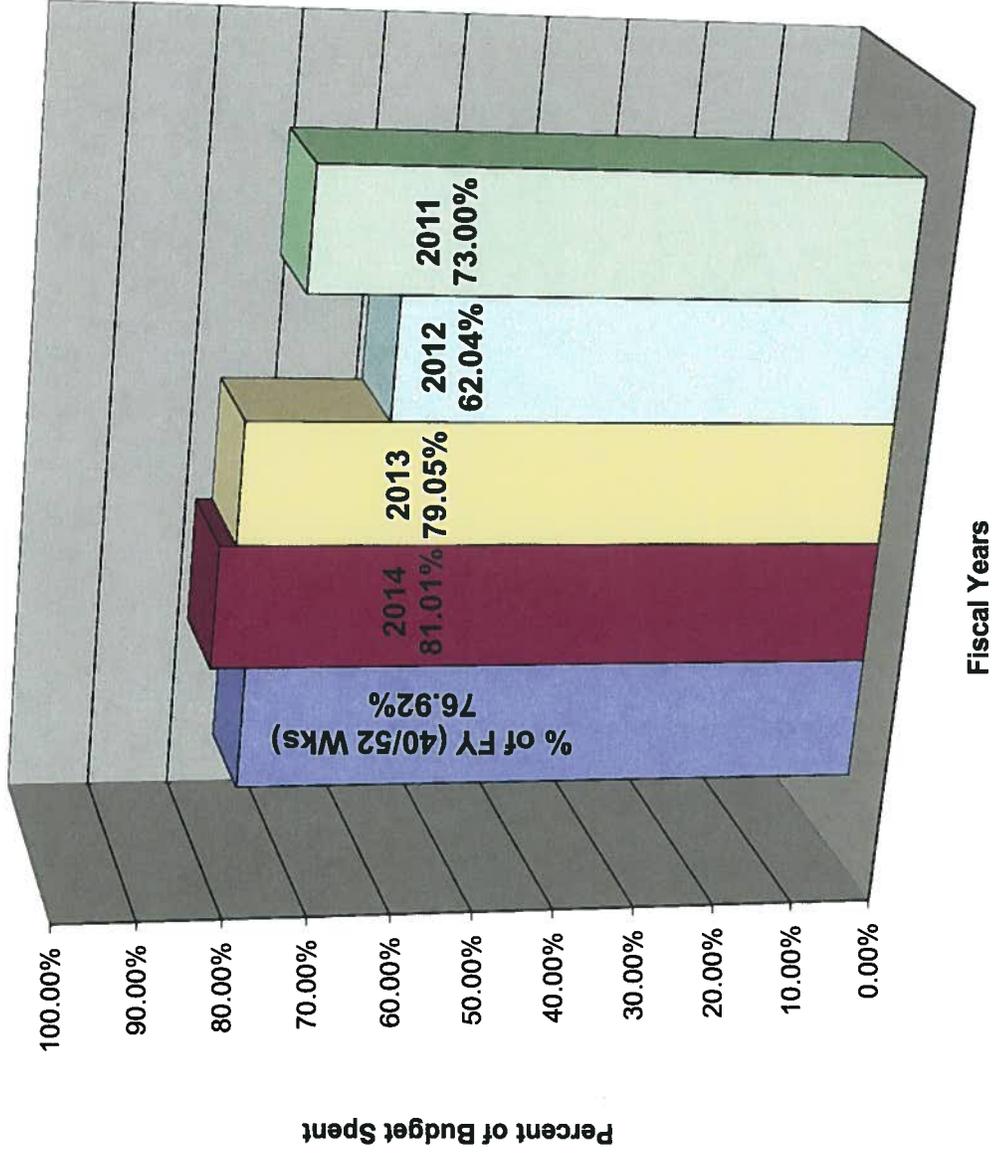
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,029,764.52	1	\$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,029,764.52	4	\$ 168,709.40	8.09%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,029,764.52	2	\$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,029,764.52	3	\$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,029,764.52	1	\$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,029,764.52	1	\$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,029,764.52	2	\$ 222,703.69	16.46%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	18.73%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	19.88%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	21.74%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.28%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.50%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	28.07%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,029,764.52	5	\$ 310,357.04	29.81%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.42%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.38%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.27%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,029,764.52	0	\$ -	37.41%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,029,764.52	4	\$ 133,153.83	39.71%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,029,764.52	1	\$ 32,174.24	40.95%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,029,764.52	7	\$ 331,213.98	43.94%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,029,764.52	3	\$ 141,879.50	45.23%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,029,764.52	3	\$ 173,339.16	48.21%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,029,764.52	3	\$ 92,139.61	49.52%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,029,764.52	4	\$ 143,618.18	51.15%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,029,764.52	3	\$ 152,608.89	54.14%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,029,764.52	3	\$ 269,777.73	56.03%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,029,764.52	9	\$ 512,959.72	59.92%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,029,764.52	4	\$ 141,146.67	61.49%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,029,764.52	5	\$ 305,545.38	64.47%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,029,764.52	8	\$ 463,508.51	66.47%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	\$ 1,489,967.60	\$ 1,029,764.52	5	\$ 289,392.05	69.25%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	\$ 639,722.30	\$ 1,029,764.52	2	\$ 78,377.52	70.44%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	\$ 1,337,350.68	\$ 1,029,764.52	4	\$ 132,451.05	72.94%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	\$ 844,172.67	\$ 1,029,764.52	4	\$ 129,722.57	74.52%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	\$ 940,920.56	\$ 1,029,764.52	4	\$ 307,321.73	76.27%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	\$ 1,490,398.86	\$ 1,029,764.52	3	\$ 180,002.56	79.06%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	\$ 1,043,035.09	\$ 1,029,764.52	4	\$ 267,094.15	81.01%	79.05%
41									
42									
43									
44									
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48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 43,376,687.79	\$ 41,190,580.77	stop loss \$ (462,653.75)
Gross Paid Claims over (under) Original Budget		\$ 2,186,107.02	

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

*Friday due to Holiday
**Monday due to Holiday

**Comparison of Claims to FY Budgets
Week 40**





[Help](#) | [Forget me on this computer \(Log Out\)](#)

Secured Message

From: SIFSFX@UHC.COM
 To: NORMAN.MCREE@CO.TRAVIS.TX.US
 Date: July 3, 2014 6:08:06 AM GMT
 Subject: Secure Message from sifsfax@uhc.com

CUSTOMERS WHO NORMALLY FUND ON FRIDAY WILL BE ASKED TO DO SO ON THURSDAY ACCORDING TO THE INDEPENDENCE DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
 FAX NUMBER: (512) 854-3128 AB5
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-07-03 REQUEST AMOUNT: \$2,533,433.95

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-07-02	\$366,066.92
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$2,301,974.08
+ CURRENT DAY NET CHARGE:	\$231,459.87
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,533,433.95

ACTIVITY FOR WORK DAY: 2014-06-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$58,047.65	\$00.00	\$58,047.65
5972	\$130.37	\$00.00	\$130.37
TOTAL:	\$58,178.02	\$00.00	\$58,178.02

ACTIVITY FOR WORK DAY: 2014-06-30

CUST	NON	NET
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_07_03

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	0.01	QG	12401540	AH		6/30/2014	100	7/2/2014	7/3/2014
701254	632	(3.09)	QG	11816858	AH		6/27/2014	50	7/3/2014	7/3/2014
701254	632	(35.72)	QG	3419869	AE		6/13/2014	50	6/30/2014	7/3/2014
701254	632	(41.95)	RI	67072890	A		6/30/2014	50	7/2/2014	7/3/2014
701254	632	(44.00)	QG	12247765	AE		4/11/2014	50	7/1/2014	7/3/2014
709445	5972	(47.66)	QG	3391868	AA		6/14/2014	50	6/30/2014	7/3/2014
709445	5972	(47.66)	QG	3445889	AA		6/14/2014	50	6/30/2014	7/3/2014
701254	632	(81.32)	QG	52224459	AH		4/4/2014	50	6/30/2014	7/3/2014
701254	632	(117.92)	QG	72232059	AE		4/15/2014	50	7/2/2014	7/3/2014
701254	632	(227.00)	QG	42158969	AE		3/4/2014	50	7/2/2014	7/3/2014
701254	632	(882.50)	PH	67742467	AH		6/27/2014	50	7/3/2014	7/3/2014
701254	632	(1,013.79)	QG	93186716	AH		6/27/2014	50	7/3/2014	7/3/2014
701254	632	(2,162.68)	QG	42125953	AH		6/27/2014	50	7/3/2014	7/3/2014

1,043,035.09

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 7/3/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/3/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 425,561.16
	RR	1110068956	516110	\$ 20,532.74
			Total CEPO	\$ 446,093.90
EPO	EE	1110068956	516030	\$ 151,087.84
	RR	1110068956	516130	\$ 20,378.41
			Total EPO	\$ 171,466.25
PPO	EE	1110068956	516020	\$ 365,396.67
	RR	1110068956	516120	\$ 60,078.27
			Total PPO	\$ 425,474.94
			Grand Total	\$ 1,043,035.09



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, July 15, 2014

Prepared By/Phone Number: Jim Barr, AIA, Sr. Project Manager, 854-9190

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to relocate the two District Clerk I-Jury and Passport Offices to a vacant space on 2nd Floor of the 5501 Airport Blvd. Building and reallocate project savings to fund the construction and moves.

BACKGROUND/SUMMARY OF REQUEST:

The District Clerk I-Jury and Passport Office presently occupy 908 SF on the 5501 Airport Blvd. 2nd Floor. Another 934 SF Passport Office is located downtown on the 3rd Floor of the Heman Marion Sweatt Travis County Courthouse (HMSTC Courthouse). This request is to seek approval for reallocation of project savings in order to construct a new 2,500 SF office within the vacant space at the rear of the 5501 Airport Blvd. Building 2nd Floor in which to relocate and consolidate the operations.

The number of customers seeking passports has steadily increased since the I-Jury Office was moved to North Campus in 2008. At present the number of customers is too great throughout the day to be accommodated within the office. This has created crowded and noisy conditions in the elevator lobby and hallway outside the Wellness Clinic and Emergency Management Services office. To help alleviate the problem the adjacent employee break room has been opened for use as a public waiting area but this has only been partly helpful in easing the crowding. Additionally, wait times have increased to typically over an hour with a corresponding impact on customer service.

The proposed new office will contain a waiting room for adults with an area to keep children occupied. Although there will be public traffic in the hallway, the new waiting room will dramatically decrease the crowded conditions and noise around other County offices on the floor. An added benefit will be the return of the break room for employee use.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends that Commissioners Court approve the proposed reallocation of space along with the funds transfer from project savings.

ISSUES AND OPPORTUNITIES:

The Facilities Management Department has worked closely with the District Clerk staff to create this solution to the crowded conditions and customer service improvement. The District Clerk intends to relocate the 3 staff who operate the 934 SF passport office in the Heman Marion Sweatt Travis County Courthouse to the proposed new offices at North Campus. The addition of these staff to the existing staff should shorten wait times and improve efficiency of customer service.

An option was explored to relocate the office away from the North Campus to nearby lease space. However, this will be considerably more expensive and will also represent an ongoing funding for the lease. Considering that vacant space exists down the hallway from the present office there is a financial benefit to keeping the office at North Campus.

FISCAL IMPACT AND SOURCE OF FUNDING:

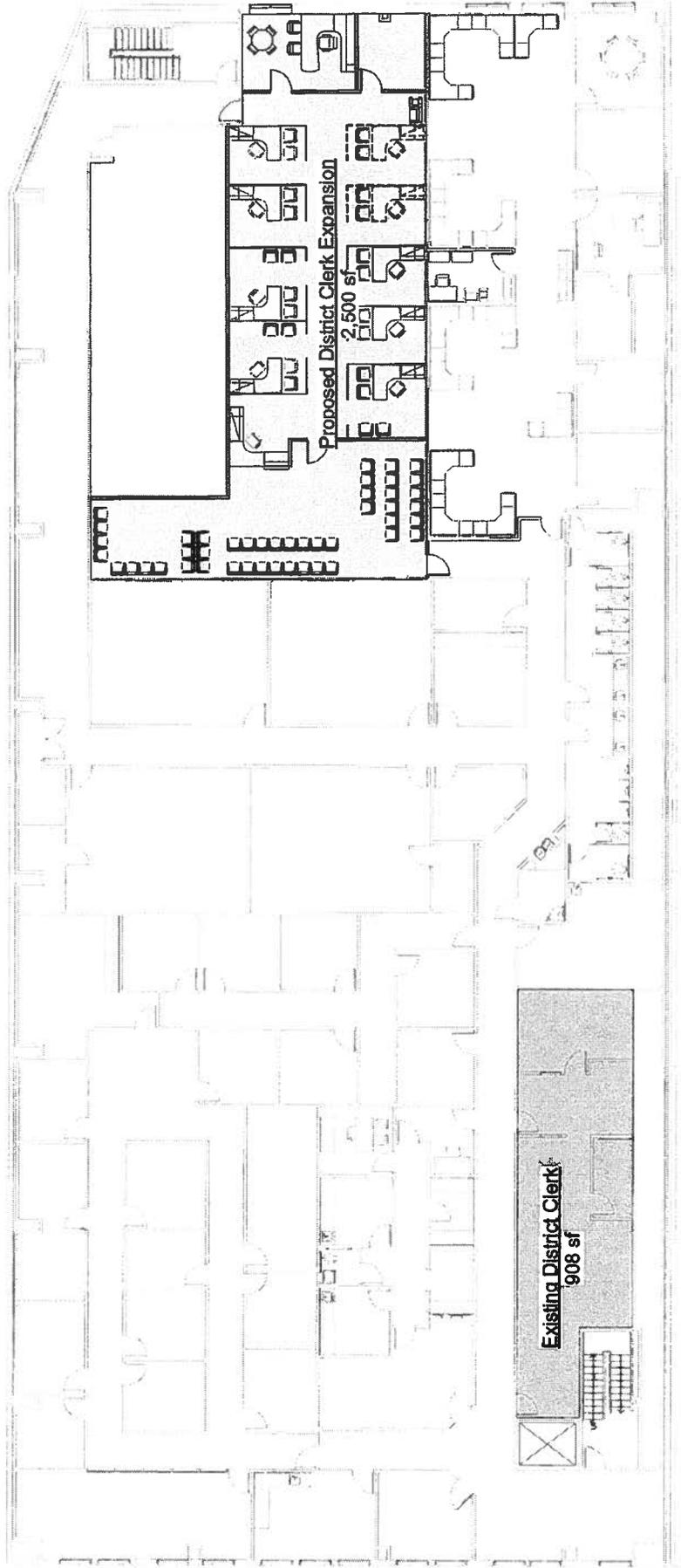
Project savings have been requested to be reallocated to fund this construction and move.

ATTACHMENTS/EXHIBITS:

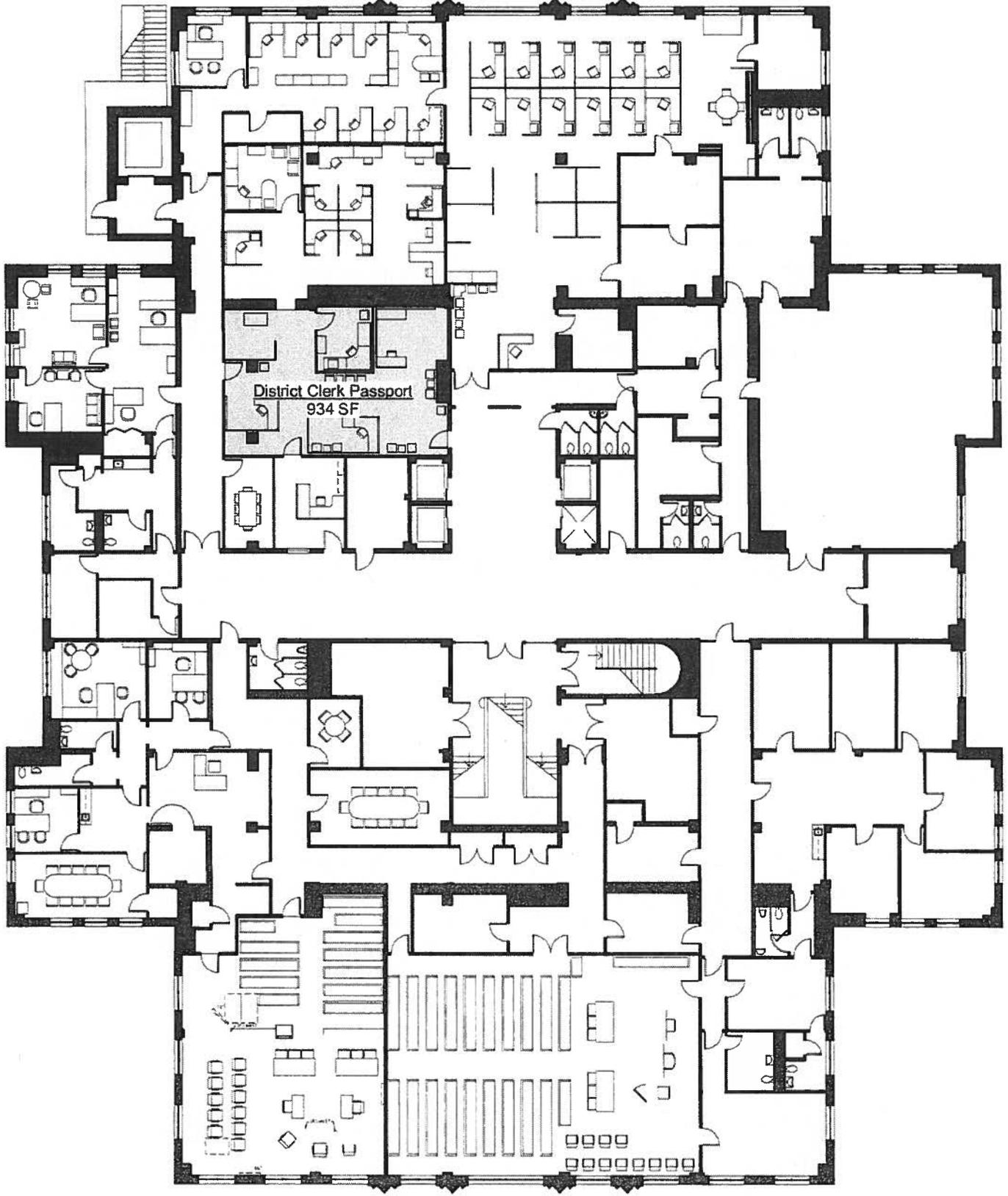
1. 5501 Airport Blvd. 2nd Floor plan
2. HMSTC Courthouse 3rd Floor plan

REQUIRED AUTHORIZATIONS:

N/A



ATTACHMENT 1



ATTACHMENT 2



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, Purchasing Agent, C.P.M., CPPO

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: Approve contract award for TCCC Building 130 – Domestic Hot Water Boiler Replacement, IFB No. 1403-009-AG, to the low bidder, Commercial Plumbing Specialists, LLC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires the contractor to provide labor, equipment, materials and supervision necessary for the removal and replacement of the existing domestic water heaters, storage tanks and installation of electronic mixing valves for the east and west mechanical rooms at the Travis County Correctional Complex, Building 130.

IFB No. 1403-009-AG was issued on May 21, 2014 consisting of Base Bid Alternates for the east and west mechanical rooms. A total of fifty-four (54) vendors were solicited. Four (4) bids were received in response to this solicitation when subject IFB was opened on June 28, 2014 at 3:00 P.M. Two (2) of the four (4) bids were found non-responsive due to errors in their bids.

The apparent low bidder is Commercial Plumbing Specialists, LLC, with an Alternate Base Bid (A1) for the east mechanical room of \$135,625.00 and an Alternate Base Bid (B3) for the west mechanical room of \$121,625.00. S and D Commercial Services, LLC was the second low responsive bidder and had the fourth lowest bid overall with an Alternate Base Bid (A1) of \$188,589.00 (east) and an Alternate Base Bid (B3) of \$168,000.00 (west). This accounts for the disparity between the two bids.

The Travis County Sheriff's Office (TCSO) is recommending contract award to Commercial Plumbing Specialist, LLC, for Alternate Base Bid Items A1 and B3 in the amount of \$257,240.00 as the lowest responsive and responsible bidder. TCSO has deemed the price as fair and reasonable. As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there are no available subcontracting opportunities.

➤ **Contract-Related Information:**

Award Amount: \$257,240.00

Contract Type: Construction

Contract Period: 120 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 54

Responses Received: 4

HUB Information: 2

% HUB Subcontractor: 0

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300001207

Cost Center-G/L no'(s): 1378000001-522020

Comments:



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400002103, Dr. Kimberly S. Harrison for Psychological & Psychiatric Services as requested by the Courts.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The District and County Criminal Courts, along with the Purchasing Office, has developed a pool of psychological and psychiatric service providers to provide competency examinations and other related services as requested by the Courts. This provider will be added to the pool of professional providers and will be used on an as-needed basis.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: As-Needed

Contract Type: Professional Services Agreement

Contract Period: July 15, 2014 – September 30, 2014

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Cost Centers:

1940010001

1941010001

GL Account:

514115

514115

Comments: Contract is As-Needed

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DATE: June 5, 2014

TO: Cyd Grimes
Purchasing Agent

FROM: Debra Hale *DH*
Director of Court Management
District and County Criminal Courts

RE: New Contract with Dr. Kimberly Harrison

The Travis County Criminal Court Department would like to enter into a contractual agreement with Dr. Kimberly Harrison to provide competency evaluations for the Criminal Courts. The Criminal Court Judges have researched Dr. Harrison's credentials and they have reviewed examples of her reports. The Courts request this contract to provide additional options for competency evaluations.

We have attached the following documents:

- Scope of Services
- Dr. Kimberly Harrison's request letter and Curriculum Vitae

The following details the line item and budget amount to be used for this contract:

Cost Centers:	GL Account:
1940010001	514115
1941010001	514115

If you need additional information in order to proceed, please do not hesitate to call me.



**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

DR. KIMBERLY S. HARRISON

FOR

Psychological / Psychiatric Services

CONTRACT NO. 4400002103



Travis County Purchasing Office

RECEIVED
TRAVIS COUNTY

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2014 JUN 30 AM 11:10

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHOLOGICAL / PSYCHIATRIC SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Kimberly S. Harrison, PH.D, (the “CONTRACTOR”).

WHEREAS, COUNTY desires to obtain the services of a qualified psychologist to provide psychological and psychiatric services and assessment services for Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 **DEFINITIONS**

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Kimberly S. Harrison, PH.D,

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Director of Court Management of Travis County District and County Criminal Courts or her designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2014, unless sooner terminated as provided herein.

2.2 Renewal Term(s): Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for five (5) succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to counseling services being provided hereunder. CONTRACTOR shall provide Director documentation that the provider's license is in good standing with the licensing entity. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.16 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.17 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

3.19 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: N/A-As needed Basis
4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each client for whom payment is requested:

- 4.4.1 the name of the client;
4.4.2 the dates (in chronological order) upon which services were provided;
4.4.3 the total amount being requested.

Original invoices shall be sent to: District and County Criminal Courts
Attn: Joseph Kertz
P.O. Box 1748
Austin, Texas 78767

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract. If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E – Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered
Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. CPPO (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Debra Hale, Director Court Management
District of Court Management
District and County Criminal Courts
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Kimberly S. Harrison, PH.D
1000 Heritage Center Circle
Round Rock, Texas 78664

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority. The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution. - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this Contract, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR'S requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized COUNTY person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the DIRECTOR within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR'S satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the DIRECTOR. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution.

CONTRACTOR then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, each party shall choose a mediator within ten business days of the date they agree to mediate. If CONTRACTOR and COUNTY choose different mediators, then the two chosen by CONTRACTOR and COUNTY shall together choose a third person who will be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which

CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Kimberly S. Harrison, PH.D

Travis County

X Kimberly Harrison, Ph.D.

X _____

By: Kimberly S. Harrison, PH.D

By: Samuel T. Biscoe
Travis County Judge

Date: 6/25/14

Date: _____

Approved as to Legal Form By:

X Jennifer Kraber
Assistant County Attorney

Approved by Purchasing:

X Cyd V. Grimes 7/1/14
Cyd Grimes, C.P.M., CPPO Purchasing Agent

ATTACHMENT A

SCOPE OF SERVICES & PERFORMANCE MEASURES

PSYCHOLOGICAL / PSYCHIATRIC SERVICES

State law provides that a person who is mentally incompetent shall not be tried for any criminal offense while in such a condition.

To establish competency at the present time, the State must prove beyond a reasonable doubt that at this time the defendant does have sufficient present ability to consult with his attorney with a reasonable degree of rational understanding; or that he does have a rational as well as factual understanding of the proceedings against him/her. The determination of competency is made via a competency evaluation conducted by a licensed Psychologist/psychiatrist. The competency evaluation consists of the following components:

1. Mental Status Psychological/Psychiatric Evaluation
Consists of a series of interview questions posed to the defendant by the psychologist/psychiatrist that are designed to aid in the determination of the defendant's ability to understand the proceedings against him/her.
2. Review of Jail Records
Consists of reviewing reports and other documentation prepared by jail staff regarding the defendant's behavior while incarcerated. May include discussions with jail staff. Offense reports are reviewed and descriptions of behavior and circumstances surrounding the arrest are evaluated.
3. Interview with Defense Attorney
Designed to obtain information regarding the defendant's ability to consult with his attorney with a reasonable degree of rational understanding.
4. Report Preparation
Designed to provide the Judge, the State, and the Defense Attorney with the results and recommendations of competency evaluation.
5. Court Testimony
Designed to allow the findings of the competency evaluation to be introduced to the jury. Includes giving the State and the Defense Attorney the opportunity to cross-examine the Psychologist/psychiatrist regarding the results of the competency evaluation.
6. Follow up Psychological/ Psychiatric Evaluations
When conflicting or unclear information is obtained, it is sometimes necessary to re-interview the defendant in order to provide an accurate evaluation and recommendation.
7. Interview with Family Members
Designed to obtain information about the defendant's mental health history when necessary.

8. Travel to Del Valle Facility
Additional cost to be added into fees for the cost of travel to and from the Del Valle facility.

PERFORMANCE MEASURE:

Output Measures:

Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the services in accordance with the terms and conditions of the Contract and in accordance with Attachment A Scope of Services.

Outcome Measures:

The outcome of CONTRACTOR'S service delivery shall be measured by the following:

Completion of the interview and review of jail records for 100% of court referrals within time frame designated by the Court;

Completion of 100% of psychological/psychiatric evaluation reports within time frame designated by the Court;

Availability via phone or in person for follow-up on evaluations when requested by the Court.

ATTACHMENT B
FEE SCHEDULE

Psychological/ Psychiatric Evaluations

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Item No.	Item Description	Unit	Cost
1	Psychological / Psychiatric Evaluation for court competency: Evaluation includes travel to Travis County Jail, review of jail medical records and conference w/ TCJ medical staff and correction officers, interview of the defendant, preparation of the report, and faxing report to the judge, prosecutor and defense attorney.	Each	\$350.00
2	Review of jail records:	INCLUDED IN ITEM #1	
3	Interview with defense attorney or prosecutor	P/hr	\$350.00
4	Report preparation	INCLUDED IN ITEM #1	
5	Court testimony	P/hr	\$350.00
6	Follow up Psychological/Psychiatric evaluations	P/hr	\$350.00
7	Interview with family members	P/hr	\$350.00
8	Travel to Del Valle Facility	INCLUDED IN ITEM #1	

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

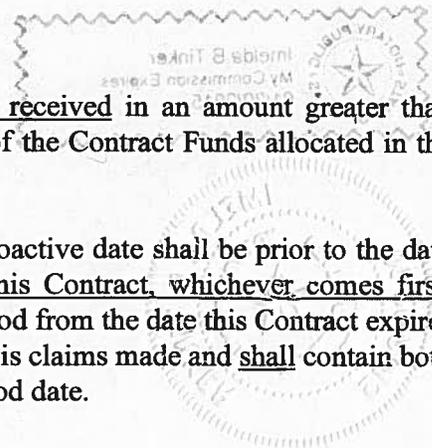
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

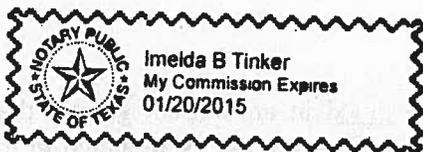
Date: 6/25/14
Name of Affiant: Kimberly Harrison, Ph.D.
Title of Affiant: Psychologist
Business Name of Proponent: Kimberly Harrison, Ph.D.
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Kimberly Harrison, Ph.D.
Signature of Affiant
1000 Heritage Center Circle, Round Rock, TX 78664
Address

SUBSCRIBED AND SWORN TO before me by Jane on 25th, 2014



Imelda B Tinker
Notary Public, State of TEXAS

Typed or printed name of notary
My commission expires: 1/20/2015



EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
June 03, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
Interim County Executive, Planning & Budget	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	

Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent.....Elaine Casas, J.D.*
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....CW Bruner, CTP
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV.....Loren Breland, CPPB
 Purchasing Agent Assistant IV.....John E. Pena, CTPM
 Purchasing Agent Assistant IV.....Rosalinda Garcia
 Purchasing Agent Assistant IV.....Angel Gomez
 Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Sydney Ceder
 Purchasing Agent Assistant III.....Ruena Victorino
 Purchasing Agent Assistant III.....Rachel Fishback
 Purchasing Agent Assistant IIVacant
 Purchasing Agent Assistant IIL. Wade Laursen
 Purchasing Agent Assistant IISam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Vacant
 Director of Court Management.....Debra Hale
 Planner Sr, Criminal Courts.....Kasey Hoke
 Financial Analysis Lead Criminal Courts.....Joseph Kertz

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt ...	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis ..	11/29/14
Executive Assistant	Barbara Smith.....	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder ...	03/31/15

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor
Kimberly Harrison, Ph.D.
Kimberly Harrison, Ph.D.

Signature of Authorized Representative

Vendor I.D. or Social Security No.
456-79-9888
6/25/14

Date

Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By: Thomas Weber

Phone #: (512) 854-4629

Division Director/Manager: Jon A. White, Natural Resources & Environmental Quality Division Director

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on submittal of comments to the U.S. Environmental Protection Agency and U.S. Department of Defense on a proposed rule defining "waters of the United States" as that term applies under the federal Clean Water Act.

BACKGROUND/SUMMARY OF REQUEST:

The federal Clean Water Act (CWA) governs pollutant discharges (e.g., waste, urban storm water, spills of oil and hazardous substances) into and the dredging and filling of the Nation's waterways, specifically water bodies defined as "waters of the United States." Several legal challenges to the scope of the CWA resulted in Supreme Court of the United States (SCOTUS) decisions that specify what is and what is not a "water of the United States". Following the SCOTUS decisions, the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers (Agencies) established technical guidelines for the review of federal permit applications, including site-specific factors for determining federal jurisdiction on a given proposal. Implementation has been resource-intensive for the Agencies, creating confusion and regulatory uncertainty for applicants and developers.

The rule proposal by the Agencies offers a clarifying definition for "waters of the United States", in an effort to improve program predictability, gain consistency, and to continue to protect the Nation's surface water resources. The proposal by the Agencies formalizes in a rule the program requirements now being implemented on a case-by-case basis.

Comments on the Federal Register notice are due no later than July 21, 2014. See Federal Register/Vol. 79, No. 76/Monday, April 21, 2014/Proposed Rules.

STAFF RECOMMENDATIONS:

TNR recommends approval by the Commissioners Court of written comments (Attachment 1) in support of the proposed rule by the Agencies. Review of the proposed rule and the basis of the Agencies for the proposal has been completed by TNR. In most respects, the proposal confirms existing regulatory practices and interpretations that have also been consistent with SCOTUS decisions. TNR supports the effort of the Agencies to clarify the scope of what is a "water of the United States" by rule, limiting case-specific review of proposals to fewer proposals.

There has been notable public commentary since this proposal was published regarding the proposed clarification of when a ditch is considered a "water of the United States." The proposed rule explicitly excludes from federal jurisdiction a ditch that is excavated wholly in uplands, drains only uplands, and has less than perennial flow. The proposed rule also explicitly excludes from federal jurisdiction a ditch that does not contribute flow, either directly or through another jurisdictional water body. TNR supports this clarification because it formalizes existing practices by the Agencies.

ISSUES AND OPPORTUNITIES:

The rule making is an opportunity to increase regulatory certainty in the permitting of development. If adopted, the rule may have practical, positive impacts on County projects, by reducing approval time lines and facilitating analysis of design alternatives (such as roadway alignment).

Noteworthy, there has been controversy regarding this action where in some suggest the proposal expands federal authority beyond constitutional limitations. TNR believes the proposal is deferential to SCOTUS decisions on this matter and only clarifies long-standing interpretations and practices of the Agencies.

FISCAL IMPACT AND SOURCE OF FUNDING:

No Impact.

ATTACHMENTS/EXHIBITS:

Attachment 1 - Comment Letter on the Rule Proposal

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
------------------	-------------------	-----	----------------

Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Division Director, NREQ	TNR	(512) 854-7212

CC:

Tom Nuckols	County District Attorney Division Director	County Attorney	(512) 854-9262
Wendy Connally	Natural Resources Program Manager	TNR	(512) 854 7214
Thomas Weber	Environmental Quality Program Manager	TNR	(512) 854-4629

0801-NREQ-:

ATTACHMENT 1



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748
700 LAVACA STREET
AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

Water Docket
Environmental Protection Agency
Mail Code 2822T
1200 Pennsylvania Avenue NW.
Washington, DC 20460
Attention: Docket ID No. EPA-HQ-OW-2011-0880

16 July 2014

Re: Proposed Rule: Waters of the United States, Docket ID No. EPA-HQ-OW-2011-0880

Dear Sir or Madame:

I appreciate the opportunity provided by the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers (The Agencies) to submit written comments on the proposed regulations referenced above. I submit these comments on behalf of the entire Travis County (Texas) Commissioners' Court. These comments were approved by the Travis County Commissioners' Court on July 15, 2014.

1. Travis County supports this rule making because it more explicitly defines the scope of "waters of the United States" and establishes clearer and more transparent standards in federal rules, rather than maintaining an overreliance on staff interpretation and judgment during the permitting processes.
2. The definition of "waters of the United States" appropriately conforms to recent Supreme Court decisions. The rule neither narrows nor expands the scope of federal Clean Water Act programs.
3. The more defined scope and definition of several terms in rule will aid the development community in understanding potential impacts upfront in the planning and scoping of a project, instead of relying on a less clear decision making process once a project is submitted in a permit application to a federal agency. As one example, the proposed rule lists specific situations and systems that are not "waters in the United States" such as ditches and waste treatment systems.
4. The Agencies seek public comment and recommendations on a proposal to identify large geographic areas (for example, ecoregions) that have water bodies of similar characteristics.

Within such areas a specific class of water bodies would be identified up-front as being subject to federal jurisdiction. Although Travis County has not identified a distinct class of waters locally for consideration, we are supportive of the Agencies using this identification process. This ultimately could reduce individual or site-specific analysis during the federal permitting process.

5. Travis County agrees with the Agencies that a clearer regulatory framework will enhance the protection of the Nation's water resources because the requirements are more understandable to the public, knowledge will lead to higher compliance, and the decision making may become less arbitrary.

If I can be of any assistance, please contact me at (512) 854-9555 or by e-mail at sam.biscoe@co.travis.tx.us.

Sincerely,

Samuel T. Biscoe
County Judge
Travis County, Texas

STB/tw



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) The use of an Alternative Fiscal Agreement for Avalon, Phase 6B; and
- B) The use of a Cash Security Agreement for the fiscal posting for Avalon, Phase 6B - all within Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under this agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

The developer also requests to post cash for the fiscal posting. To post cash, the developer must enter into a Cash Security Agreement with Travis County.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

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

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a Cash Security Agreement in the amount of \$153,417.00.

Access to Publicly Maintained Road

Avalon, Phase 6B takes access from the proposed subdivision of Avalon Phase 6A, a subdivision with streets accepted and maintained by Travis County.

Wastewater Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer’s Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #14-9093. The estimated cost of the improvements is \$777,248.15. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

- Alternative Fiscal Acknowledgment
- Exhibit “A” – Description
- Cash Security Agreement
- Extension of Sixty-Day Period
- Proposed Plat & 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 Long Range Planning	(512) 854-7561

CC:

Donna Williams-Jones	Financial Analyst Sr.	TNR	(512) 854-7677
----------------------	-----------------------	-----	----------------

AB:SM:ps

1101 - Development Services Long Range Planning- Avalon, Phase 6B

§ EXHIBIT 82.401 (D) *Avalon Phase 6B*

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Executed this 27th day of June, 2014.

OWNER: km Avalon, Ltd.

By: [Signature]

Name: Blake Magee

Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS By: _____
County Judge

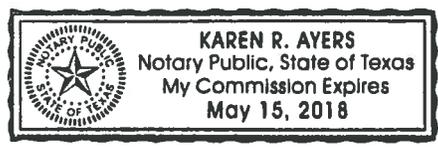
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Blake Magee on the 27th day of June, 2014, in the capacity stated herein.

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

Karen R Ayers
Printed or typed name of notary



My commission
expires: 5-15-18

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:

km Avalon, Ltd.
1011 North COMAR
Austin Tx 78703

THAT PART OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the Northwest Corner of Lot 18, Block F, Avalon Phase 1, according to the plat thereof recorded in Document No. 200600308 of the Official Public Records of Travis County, Texas;

THENCE S.26°26'57"E. along the West Line of said Lot 18 and continuing along the West End of Melwas Way and the West Line of Lot 27, Block G, a distance of 300.00 feet to the Southeast Corner of said Lot 27 and to the West Line of Lot 28, Block G, Avalon Phase 1;

THENCE across the said 199.93 Acre Tract the following nine courses:

1. S.63°33'03"W. (at 60.13 feet pass the Southwest Corner of said Lot 28) in all a distance of 230.00 feet;
2. N.26°26'57"W. a distance of 5.00 feet;
3. S.63°33'03"W. a distance of 135.00 feet;
4. S.26°26'57"E. a distance of 55.00 feet;
5. S.63°33'03"W. a distance of 240.28 feet;
6. S.38°28'40"W. a distance of 120.51 feet to a point on a non-tangent curve to the right;
7. Northwesterly along the arc of said curve, a distance of 10.58 feet, said curve having a radius of 376.92 feet, a central angle of 01°36'31" and a chord bearing N.50°46'31"W., 10.58 feet);
8. S.40°01'45"W. a distance of 138.43 feet;
9. S.26°55'15"W. a distance of 50.00 feet to the South Line of said 199.93 Acre Tract and the North Line of Kelly Lane;

THENCE N.63°04'45"W. along said South Line and the North Line of Kelly Lane a distance of 507.77 feet to the East Line of Moorlynch Avenue as shown on Avalon Phase 3, according to the plat thereof recorded in Document No. 200600366 of the Official Public Records of Travis County, Texas

THENCE along said East Line the following three courses:

1. N.26°54'49"E. a distance of 51.85 feet to a point of curvature of a curve to the left;
2. Northerly, along the arc of said curve to the left a distance of 194.21 feet, said curve having a radius of 360.00 feet, a central angle of 30°54'32", and a chord bearing N.11°27'33"E., 191.86 feet to a point of reverse curvature of a curve to the right;
3. Northeasterly, along the arc of said curve a distance of 33.01 feet, said curve having a radius of 25.00 feet, a central angle of 75°39'36", and a chord bearing N.33°50'05"E., 30.67 feet, to a point of reverse curvature of a curve to the left and to the Easterly Line of Bridie Path as shown on the said plat of Avalon Phase 3

THENCE along said East Line the following two courses:

1. Easterly, along the arc of said curve a distance of 49.56 feet, said curve having a radius of 350.00 feet, a central angle of 08°06'50", and a chord bearing N.67°36'28"E., 49.52 feet;
2. N.63°33'03"E. (at 79.60 feet pass the Northeasterly Corner of Bridie Path and continue across the said 199.93 Acre Tract) in all a distance of 188.17 feet to a point of curvature

10.32 acres – Avalon Phase 6B

of a curve to the right;

THENCE across the said 199.93 Acre Tract the following six courses:

1. Easterly, along the arc of said curve to the right a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of $90^{\circ}00'00''$, and a chord bearing $S.71^{\circ}26'57''E.$, 21.21 feet;
2. $N.63^{\circ}33'04''E.$ a distance of 50.00 feet to a point on a non-tangent curve to the right;
3. Northerly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing $N.18^{\circ}33'03''E.$, 21.21 feet;
4. $N.63^{\circ}33'03''E.$ a distance of 135.11 feet;
5. $S.26^{\circ}26'57''E.$ a distance of 125.00 feet;
6. $N.63^{\circ}33'03''E.$ a distance of 550.00 feet to the said Point of Beginning.

Containing 10.32 acres, more or less, as shown on the sketch attached.

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: KM Avalon, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$153,417.00

SUBDIVISION: Avalon Phase 6B

DATE OF POSTING:

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

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

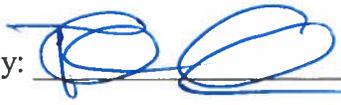
The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by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

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

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

DEVELOPER

ADDRESS OF DEVELOPER

By:  _____

KM Avalon, Ltd. _____

Name: Blake Magee _____

1011 North Lamar _____

Title: President _____

Austin, Texas 78703 _____

Date: 6/6/14 _____

Phone: 512-481-0303 _____

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

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

Date: 1/26/14

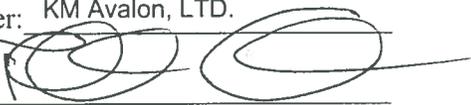
Owner's Name and Address: KM Avalon, LTD
1011 N. Lamar Blvd.
Austin TX 78703

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

Avalon 6B

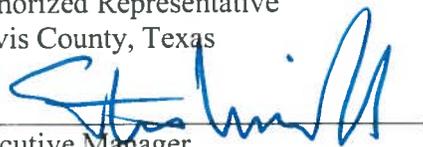
The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion for the reasonable period of: _____

Executed and effective as of the later date set forth below.

Owner: KM Avalon, LTD.
By: 

Name: Blake Magee

Title: _____
Authorized Representative
Travis County, Texas

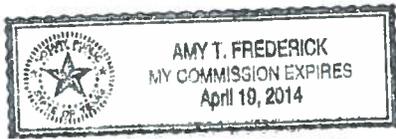
By: 
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the day of January 26, 2014, by Blake Magee of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.

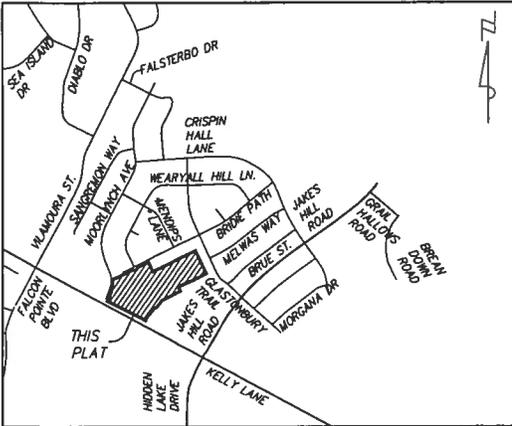


Amy T. Frederick

Notary Public, State of Texas

My Commission Expires: 4/19/14

Amy Frederick
(Printed Name of Notary)



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

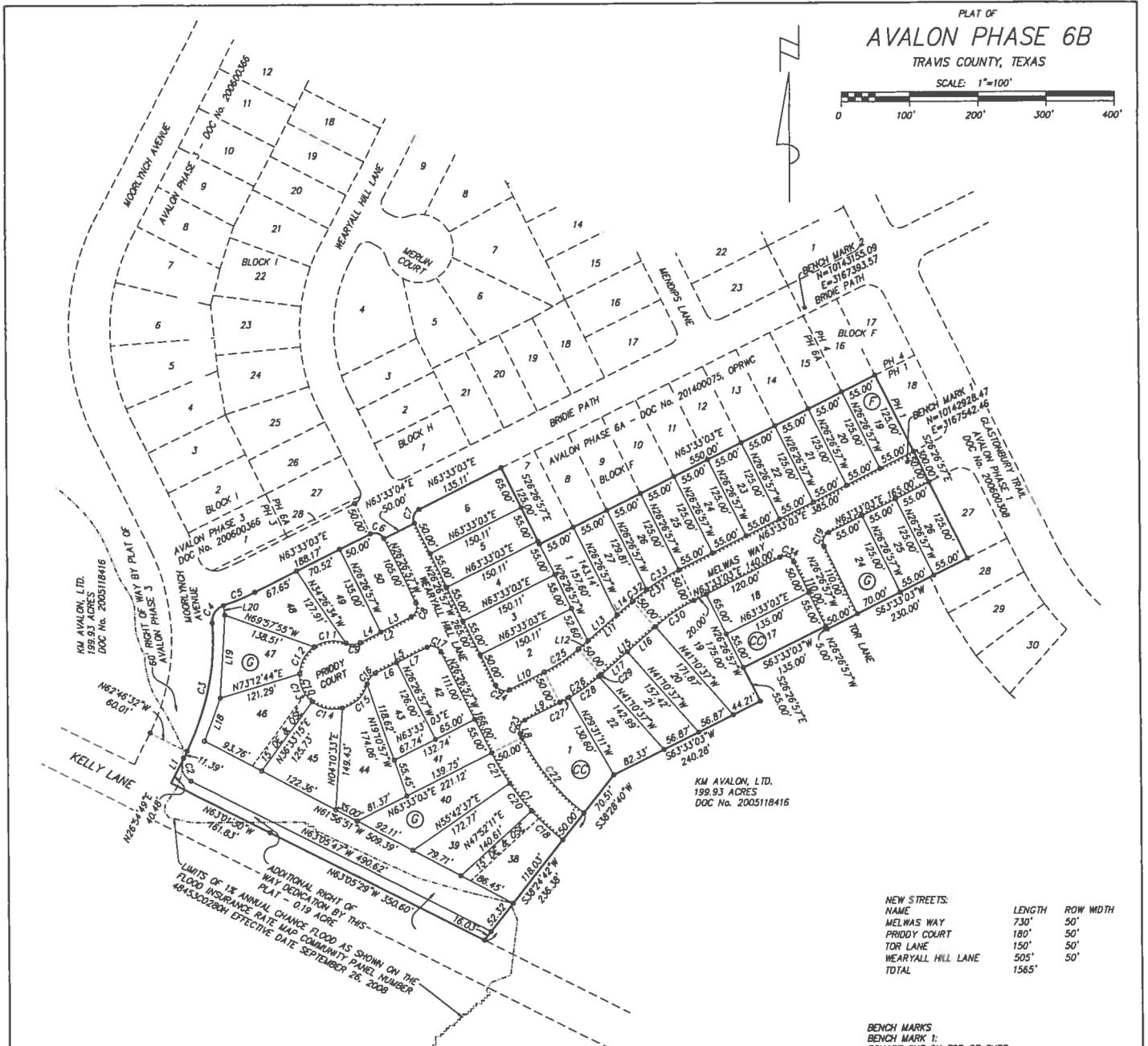
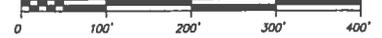
DATE: NOV. 21, 2013

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
AVALON PHASE 6B
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



NEW STREETS:

NAME	LENGTH	ROW WIDTH
MELWAS WAY	730'	50'
PRIDDY COURT	180'	50'
TOR LANE	150'	50'
WEARYALL HILL LANE	505'	50'
TOTAL	1565'	

BENCH MARKS:
BENCH MARK 1:
SQUARE CUT ON TOP OF CURB
ELEVATION = 661.68' NAVD 88
BENCH MARK 2:
SQUARE CUT ON TOP OF CURB
ELEVATION = 664.89' NAVD 88

- LEGEND:
- DE DRAINAGE EASEMENT
 - OSE OPEN SPACE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - SIDEWALK REQUIRED
 - Ⓢ BLOCK NAME

SITE DATA:
10.375 ACRES
PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND
EDWARD FLENT SURVEY No. 11, ABSTRACT No. 277
38 SINGLE FAMILY LOTS
1 LANDSCAPE LOT
3 BLOCKS
1565 LINEAR FEET OF NEW STREETS:

DATE: NOV. 21, 2013 SCALE: 1" = 100'

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

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	165.32	376.92	250°7'49"	N39°00'51"W	164.00
C2	39.27	23.00	90°00'36"	N18°05'29"W	35.36
C3	194.21	360.00	305°4'32"	N11°27'33"E	191.86
C4	33.01	23.00	75°39'36"	N33°50'05"E	30.67
C5	49.56	350.00	80°6'50"	N67°36'28"E	48.52
C6	23.56	15.00	90°00'00"	S71°26'57"E	21.21
C7	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C8	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C9	21.03	23.00	48°11'23"	N87°38'45"E	20.41
C10	241.19	50.00	276°22'46"	N26°26'57"W	66.67
C11	48.71	50.00	55°48'52"	N83°50'00"E	46.80
C12	46.68	50.00	53°29'15"	N29°10'57"E	45.00
C13	46.68	50.00	53°29'15"	N24°18'17"W	45.00
C14	46.68	50.00	53°29'15"	N77°47'32"W	45.00
C15	52.45	50.00	60°06'10"	N45°24'46"E	50.08
C16	21.03	23.00	48°11'23"	N39°27'22"E	20.41
C17	23.56	15.00	90°00'00"	N71°26'57"W	21.21
C18	62.22	376.92	9°27'29"	N46°51'33"W	62.15
C19	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C20	51.58	376.92	7°50'26"	N38°12'36"W	51.54
C21	51.58	376.92	7°50'26"	N30°22'10"W	51.54
C22	143.44	326.92	25°08'21"	N39°01'07"W	142.29
C23	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C24	23.56	15.00	90°00'00"	N71°26'57"W	21.21
C25	60.41	233.00	14°43'40"	N56°11'33"E	60.24
C26	73.26	285.00	14°43'40"	N56°11'33"E	73.06
C27	15.27	285.00	30°47'15"	N62°00'56"E	15.27
C28	53.64	285.00	10°47'01"	N55°05'19"E	53.56
C29	4.35	285.00	9°22'25"	N49°15'36"E	4.35
C30	68.66	267.10	14°43'40"	N56°11'33"E	68.47
C31	81.51	317.10	14°43'40"	N56°11'33"E	81.29
C32	26.23	317.10	4°44'22"	N51°11'34"E	26.22
C33	55.28	317.10	9°59'18"	N58°33'24"E	55.21
C34	23.56	15.00	90°00'00"	N71°26'57"W	21.21

SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	38	7.60
NON-RESIDENTIAL:	0	0.04
PRIVATE OPEN SPACE:	0	0.00
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	38	7.60
PREVIOUS RESIDENTIAL PHASES:	767	149.59
TOTAL RESIDENTIAL:	805	157.19
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	0	0.00
TOTAL PARKLAND REQUIRED PER COMPREHENSIVE DEV. AGREEMENT:	N/A	69.63
TOTAL PARKLAND DEDICATION TO DATE:		

LINE TABLE

LINE	BEARING	LENGTH
L1	N26°54'49"E	51.87
L2	N63°33'03"E	84.10
L3	N63°33'03"E	50.00
L4	N63°33'03"E	34.10
L5	N63°33'03"E	84.10
L6	N63°33'03"E	34.10
L7	N63°33'03"E	50.00
L8	N26°26'57"W	6.00
L9	N63°33'03"E	57.57
L10	N63°33'03"E	57.57
L11	N48°49'23"E	105.65
L12	N48°49'23"E	18.40
L13	N48°49'23"E	56.87
L14	N48°49'23"E	30.38
L15	N48°49'23"E	105.65
L16	N48°49'23"E	55.00
L17	N48°49'23"E	50.65
L18	N20°04'53"E	66.96
L19	N03°43'46"E	122.03
L20	N08°16'06"W	14.21

PLAT OF
AVALON PHASE 6B

TRAVIS COUNTY, TEXAS

GENERAL NOTES:

1. THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
4. THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMP FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
6. SINGLE FAMILY SIDE YARD SETBACK SHALL BE 5 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. (WHOLESALE) AND THE CITY OF PFLUGERVILLE.
9. WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
10. PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
13. AVALON IS GOVERNED BY THE AVALON MASTER COVENANT RECORDED AS DOCUMENT NO. 2006064285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2007012260 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS. UPON THE FINAL PLAT RECORDATION FOR AVALON PHASE 6B, A NOTICE OF APPLICABILITY (NOA) WILL BE RECORDED TO INCLUDE PHASE 6B IN THE DEED RESTRICTIONS.
14. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
15. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 891-07-06-26.
16. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
17. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
18. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
19. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS. A 10 FOOT PUE SHALL BE DEDICATED ALONG STREET FRONTAGE.
20. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION.
21. THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
24. THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT KM AVALON, LTD, BLAKE J. MAGEE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277 DESCRIBED AS 199.93 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118416, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 10.375 ACRES TO BE KNOWN AS AVALON PHASE 6B IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____

BLAKE J. MAGEE
KM AVALON LTD,
1011 N. LAMAR BLVD,
AUSTIN, TEXAS 78703

ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE J. MAGEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____

SEAL

NOTARY PUBLIC, STATE OF TEXAS

A 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) PANEL NO. 48453C0280H, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. Brent Jones 6/30/14
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREOF.

John K. Weigand 6/30/2014
J. KENNETH WEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



APPROVED THIS ____ DAY OF _____, 20____, BY THE
PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS,
ON BEHALF OF THE CITY.

BY: _____
THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, THIS ____ DAY OF _____, 20____

BY: _____
EMILY BARRON, PLANNING DIRECTOR

COMMISSIONERS COURT

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

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

THE AUTHORIZATION OF THIS 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 A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20____ 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 THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE ____ DAY OF _____, 20____ A. D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A. D. AT ____ O'CLOCK ____ M AND DULY RECORDED ON THE ____ DAY OF _____, 20____ A. D. AT ____ O'CLOCK ____ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____ A. D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

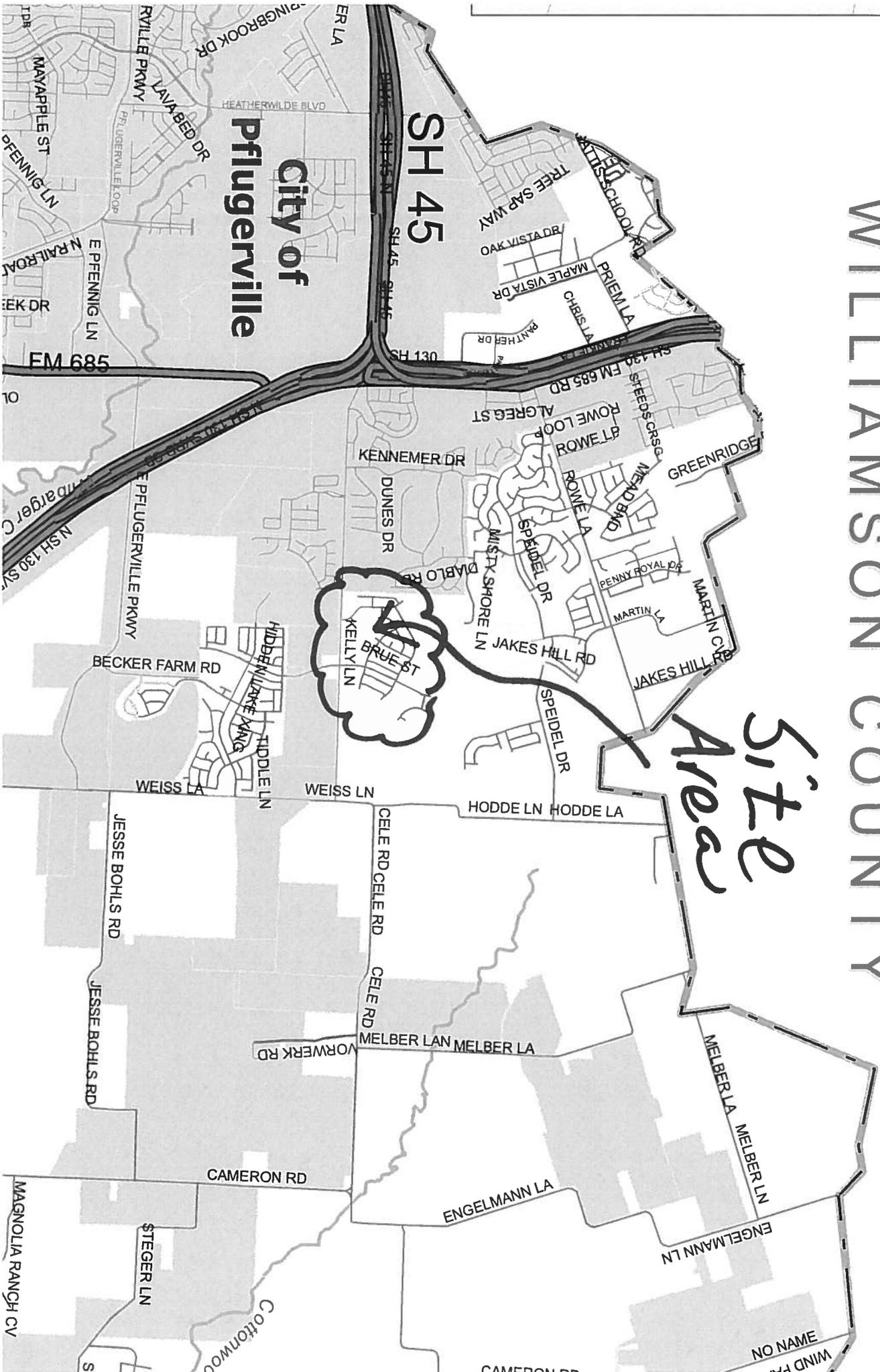
DATE: NOV. 21, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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RJ SURVEYING & ASSOCIATES, INC.
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WILLIAMSON COUNTY

Site Area



**City of
Pflugerville**

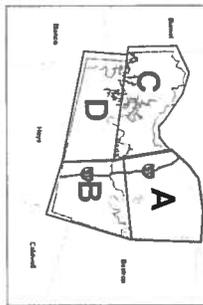
SH 45

FM 685

Site Area

Site Area

Travis County Location Map



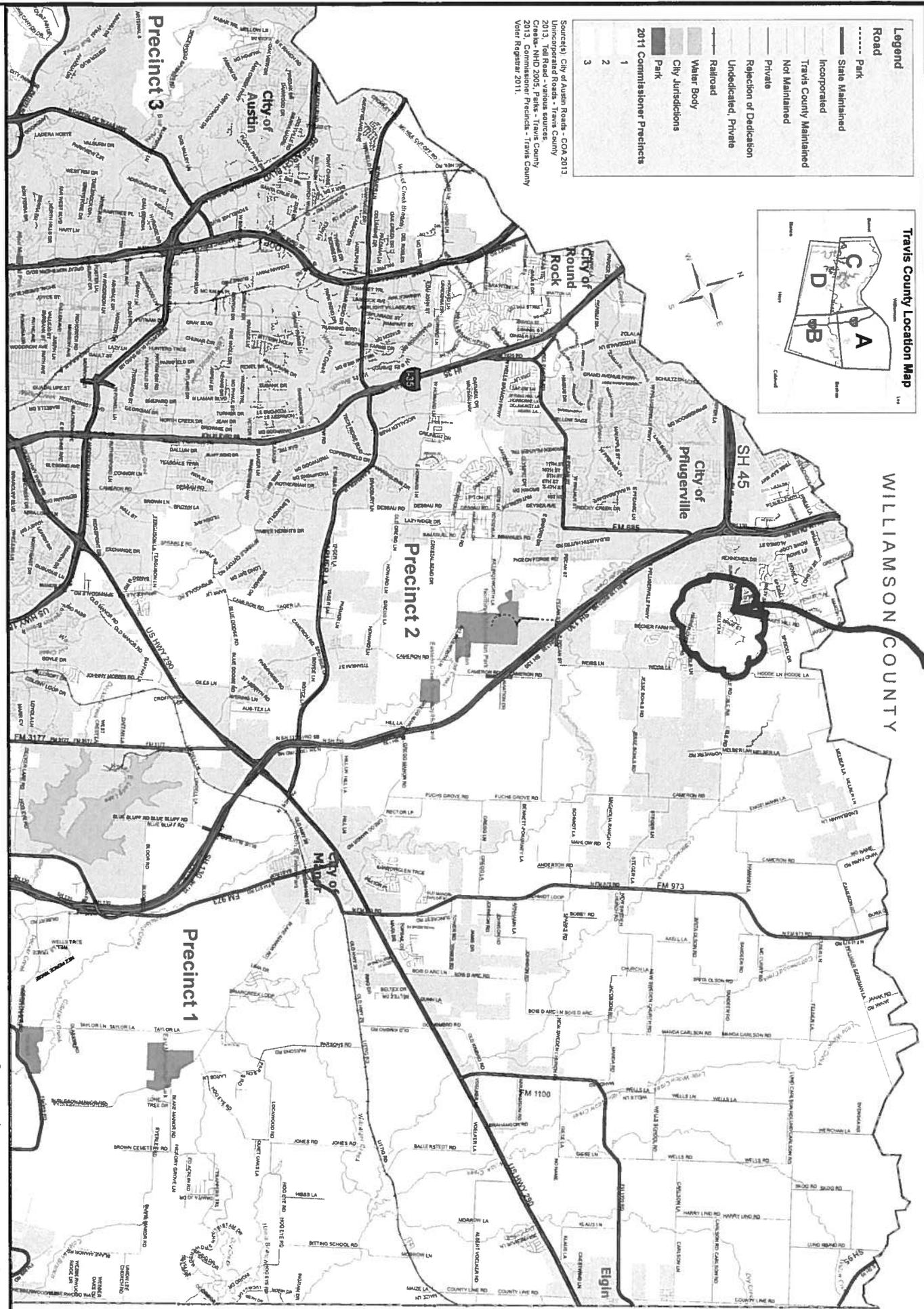
Legend

- Road
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

- 1
- 2
- 3

Source(s): City of Austin Roads - COA 2013
 Unincorporated Roads - Travis County
 2013, Toll Road - Various sources
 Create - NHD 2005, Parks - Travis County
 2011, Precincts - Travis County
 Voter Registrar 2011.



Travis County Roadways, Map A

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-site ground survey. The product is provided for reference purposes only and offers no warranties for the accuracy or completeness of the data.

Map Prepared by: Travis County
 Dept. of Transportation & Mobility
 Resources
 Date: 02/15/2013

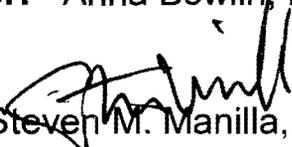


Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By: Don Perryman, City of Austin **Phone #:** (512) 974-2786

Division Director/Manager: Anna Bowlin, Division Director Development Services
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: Parke North Final Plat (Final Plat with approved preliminary plan - four lots - 47.92 acres - RR 620 North - City of Austin two-Mile ETJ);
- B) Approve a Travis County Subdivision Construction Agreement with Nootsie, LTD.; and
- C) Approve a Reciprocal Easement Agreement with Nootsie, LTD .

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of four commercial lots on 47.92 acres located on RR 620 North just south of Boulder Lane. There is one new public street proposed with this plat. Water and wastewater service will be provided by the City of Austin. Fiscal for the construction of the public street has been posted with the City of Austin.

The Subdivision Construction Agreement addresses the posting of fiscal for the construction of Lady of the Lake Cove, a public street that is accessed from RR 620.

The Reciprocal Easement Agreement accompanies the final plat as it memorializes agreements made with Travis County as a landowner during the preliminary plan process. Travis County owns Balcones Canyonlands Preserve property (the "County Tract") to the west of the Parke North final plat (also called the "Nootsie Tract"), and was a party to the Revised Preliminary Plan approved by Commissioners Court on April 22, 2008. The agreement grants Travis County a permanent non-exclusive access easement to the County Tract through the Nootsie Tract. It also grants a drainage easement through the County Tract allowing for stormwater discharge from the Nootsie Tract after detaining to the 2-year, 10-year, 25-year, and 100-year storm events as is ordinary for development projects. The owner of the Nootsie Tract will construct an eight foot fence between the Nootsie Tract and the County Tract with a locked gate for access by Travis County to the County Tract, and will operate the Nootsie Tract in a manner that will not cause damage to the County Tract. The

agreement further includes remedies that restores the County Tract to its existing or better condition if damage should occur due to activities on the Nootsie Tract.

STAFF RECOMMENDATIONS:

As this final plat application meets all Travis County requirements and has been approved by the City of Austin, TNR staff recommends the approval of the final plat and subdivision construction agreement. As the Reciprocal Access Agreement has been reviewed by the Travis County Attorney's office and reviewed by TNR Natural Resources staff, to confirm that the provisions are accurately addressed. Staff also recommends the approval of the Reciprocal Access Agreement.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Location Map, Precinct Map, Proposed Final Plat, Subdivision Construction Agreement, Reciprocal Easement Agreement

REQUIRED AUTHORIZATIONS:

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

CC:

Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Teresa Calkins	Engineer Senior	TNR	(512) 854-7569
Joe Arriaga	Planner Senior	TNR	(512) 854-7562
Wendy Connally	Natural Resources Program Manager	TNR	(512) 854-7214

: :

1101 - Development Services Long Range Planning- Parke North Final Plat

9490
Address N FM 620
Austin, TX 78726

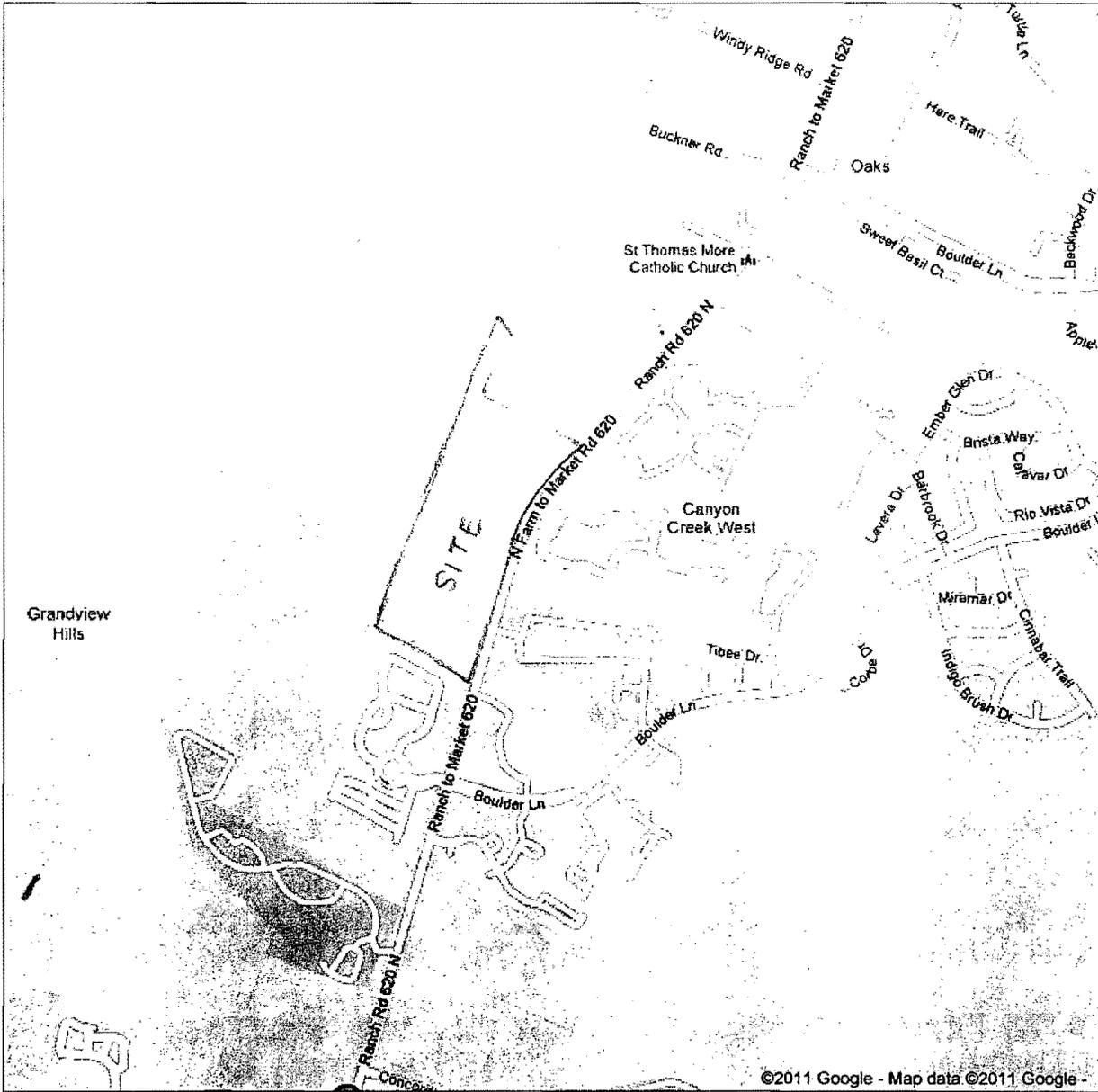
Google maps

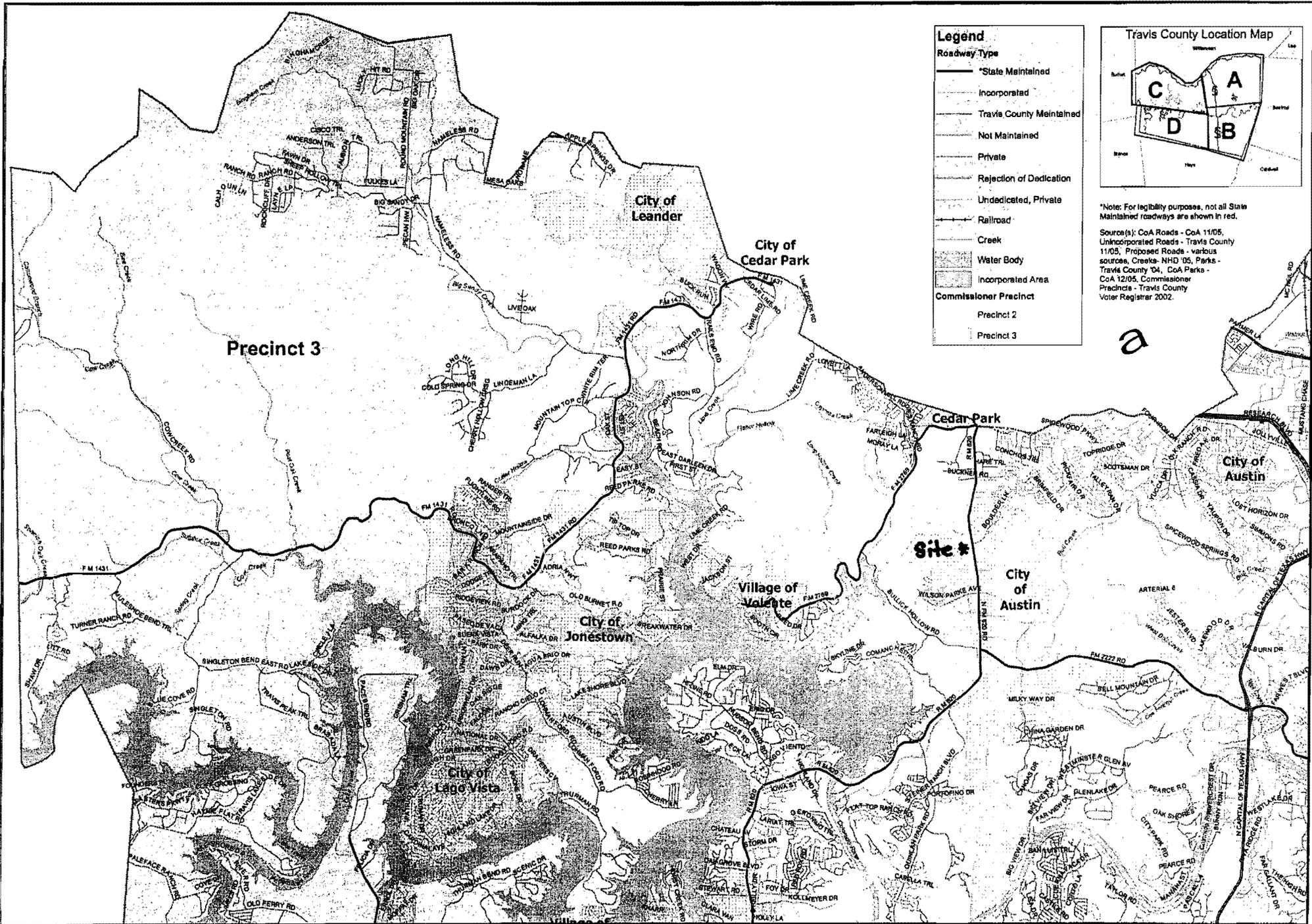
Get Google Maps on your phone



Text the word "GMAPS" to 466453

LOCATION MAP





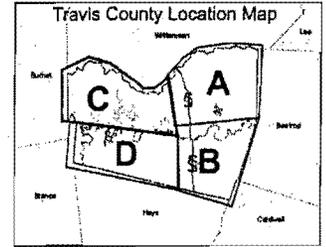
Legend

Roadway Type

- *State Maintained
- - - Incorporated
- Travis County Maintained
- - - Not Maintained
- Private
- - - Rejection of Dedication
- - - Undedicated, Private
- Railroad
- Creek
- Water Body
- Incorporated Area

Commissioner Precinct

- Precinct 2
- Precinct 3



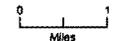
*Note: For legibility purposes, not all State Maintained roadways are shown in red.

Sources: CoA Roads - CoA 11/05, Unincorporated Roads - Travis County 11/05, Proposed Roads - various sources, Creeks - NHD 05, Parks - Travis County '04, CoA Parks - CoA 12/05, Commissioner Precincts - Travis County Voter Registrar 2002.

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For more information, contact the Travis County GIS Coordinator at (2) 854-9383.

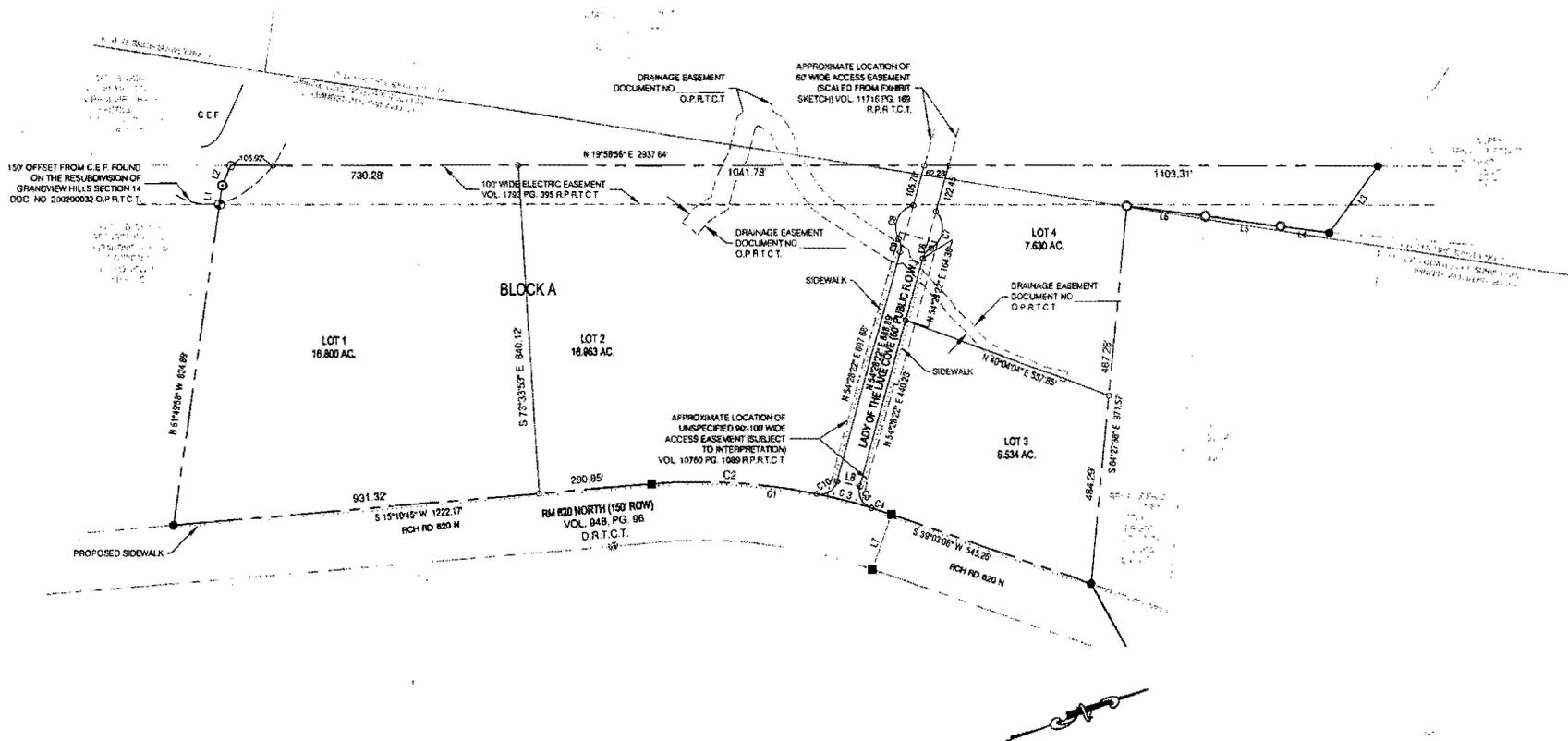
Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map C



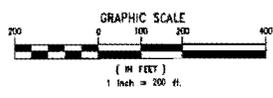
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources
 Date: 01/04/2008
 www.travis.tx.us/maps

PARKE NORTH SUBDIVISION



LOT SUMMARY

LOTS	ACREAGE	SQUARE FEET	USAGE
1	16.800	731,912	MF
2	16.963	738,908	MF
3	6.534	284,621	OE/RT
4	7.630	332,363	OE/RT
TOTAL	47.927	2,087,704	



LINE TABLE

No.	BEARING	LENGTH
L1	N 81°54'09" W	49.85'
L2	N 47°14'38" W	55.15'
L3	S 34°48'51" E	211.88'
L4	S 27°51'10" W	124.83'
L5	S 27°38'13" W	196.09'
L6	S 27°20'07" W	204.03'
L7	S 51°11'14" E	148.81'
L8	N 32°35'44" E	90.08'

CURVE TABLE

NO.	RADIUS	ARC	CHORD	BEARING
C1	1507.39	822.98'	618.53'	S 27°16'06" W
C2	1507.39	424.97'	423.57'	S 23°30'02" W
C3	1507.39	145.74'	145.66'	S 34°21'07" W
C4	1507.39	52.29'	52.24'	S 38°06'52" W
C5	1507.39	69.43'	62.75'	N 81°19'00" E
C6	45.00'	34.88'	34.02'	S 32°15'54" E
C7	60.00'	109.34'	94.83'	N 62°15'54" W
C8	60.00'	109.34'	94.83'	S 46°40'49" E
C9	45.00'	34.88'	34.02'	N 76°40'49" W
C10	45.00'	67.59'	61.41'	N 11°26'39" W

LEGEND

- DRCT DEED RECORD TRAVIS COUNTY TEXAS
- RPRTCT REAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- OPRTCT OFFICIAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- CEF CRITICAL ENVIRONMENTAL FEATURE
- ⊙ MINI MAG FOUND IN CONC
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD FOUND
- ⊗ COTTON SPINDLE FOUND
- IRON ROD WITH YELLOW CAP INSCRIBED "ATS ENGINEERS" SET
- TYPE 1 TxDOT MONUMENT FOUND
- SIDEWALK

ATS Engineers & Surveyors
 215 S. CAPITAL OF TEXAS HWY., SUITE 200, DALLAS, TEXAS 75241
 CIVIL • STRUCTURAL • MEP • SURVEYING • INSPECTIONS
C8J-85-090.011A

PROJECT NO.
PLOT DATE
JULY 2011
SHEET
2 of 3

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Nootsie, Ltd, (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 "Parke North" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Nootsie, Ltd
12750 Merit Drive, Suite 1175
Dallas, TX 75251
Attn: David E. Castilla

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:

Nootsie, Ltd
A Texas limited partnership

By:  _____

Name: David E. Castilla, President

Date: _____

Samuel T. Biscoe, County Judge

Date:

ACKNOWLEDGEMENT

Travis County, Texas:
STATE OF TEXAS

COUNTY OF TRAVIS

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

Signature of Notary

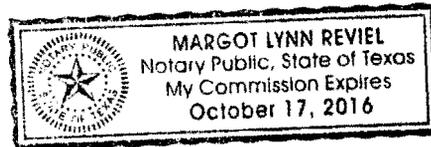
Subdivider:
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 20 day of June, by David E. Castillo, in the capacity stated herein.

Signature of Notary

Margot Lynn Reviel



After Approval Return to:
Transportation and Natural Resources
P.O. Box 1748
Attn: Sarah Sumner
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

TRACT 1: Approximately 43.333 acres of land, more or less, out of the A. E. Livingston Survey No. 455 and the G. H. Phillips (a/k/a J. L. Peterson) Survey No. 14, in Travis County, Texas, being all of a called 169.874 acre tract as described in Volume 9259, Page 84, of the Real Property Records of Travis County, Texas, SAVE AND EXCEPT that certain 120.622 acre tract of land as described in deed of record in Document Number 2005007774 of the Official Public Records of Travis County, Texas, and further SAVE AND EXCEPT that certain 5.919 acre tract of land as described in Volume 10760, Page 1081, of the Real Property Records of Travis County, Texas; said 43.333 acres being more particularly described by metes and bounds in the field notes to be furnished in accordance with the requirements of the Title Company.

TRACT 2: 5.919 acres of land, more or less, out of the A. E. Livingston Survey No. 455 and the G. H. Phillips (a/k/a J. L. Peterson) Survey No. 14, in Travis County, Texas, being the same tract of land as described in Volume 10760, Page 1081, of the Real Property Records of Travis County, Texas.

RECIPROCAL EASEMENT AGREEMENT BETWEEN TRAVIS COUNTY AND NOOTSIE, LTD.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Reciprocal Easement Agreement ("**Agreement**") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "**County**"), and Nootsie, Ltd., a Texas limited partnership ("**Nootsie**"). The County and Nootsie are hereinafter jointly referred to as the "Parties."

Recitals

1. Nootsie is the owner of 49.292 acres out of the A.E. LIVINGSTON SURVEY NO. 455, ABSTRACT NO. 478 and the G.H. PHILLIPS SURVEY NO. 14, ABSTRACT NO. 2555 in Travis County, Texas as recorded in Volume 11935, Page 1373 of the Real Property Records of Travis County, Texas (the "**Nootsie Tract**"). The Nootsie Tract is designated as Lots 1, 2, 3, and 4, Block A, in the Revised Preliminary Plan for Parke North Subdivision.
2. The County is the owner of 120.622 acres of land out of the G.H. PHILLIPS SURVEY NO. 14 (A/K/A THE J.L. PETERSON SURVEY NO. 14), the A.E. LIVINGSTON SURVEY NO. 455, and the SAMUEL BLAKEY SURVEY NO. 32, in Travis County, Texas as recorded in Document Number 2005007774 of the Official Public Records of Travis County, Texas (the "**County Tract**"). The County Tract is designated as Lots 5 and 6, Block A, in the Revised Preliminary Plan for Parke North Subdivision.
3. The Nootsie Tract and the County Tract (together, the "**Properties**") adjoin each other with a common boundary line.
4. The County Tract is a part of the regional endangered species habitat preserve known as the Balcones Canyonlands Preserve ("**BCP**") and is managed by the County pursuant to Permit No. PRT 788841 (the "Regional Permit") issued by the United States Fish and Wildlife Service ("**USFWS**") on May 2, 1996 to the City of Austin and the County. Amended in 2005 and administratively corrected in 2013, the Regional Permit was reissued by the USFWS as Permit No. TE-788841-2.
5. The County Tract is in an open space condition and the USFWS has determined that

the County Tract contains suitable and natural habitat for the golden-cheeked warbler (*Setophaga chrysoparia*) (the "**GCWA**") and/or the black-capped vireo (*Vireo atricapilla*) (the "**BCVI**") and/or karst species of concern. The GCWA and BCVI have been listed as endangered species under the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 et seq. (the "**Act**").

6. The Regional Permit does not allow any "take" of endangered species or their habitat within the BCP.
7. The Nootsie Tract is located within the City of Austin's extraterritorial jurisdiction.
8. The County is the sole beneficiary of that certain Easement and Right-Of-Way recorded as Document Number 2005007775 of the Official Public Records of Travis County, Texas, that certain Temporary Access Easement recorded as Document Number 2010103982 of the Official Public Records of Travis County, Texas, and that certain Easement recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas (collectively, the "**Prior Access Easements**").
9. A Revised Preliminary Plan for Parke North Subdivision (the "**Preliminary Plan**") was approved by the City of Austin Zoning and Platting Commission on April 1, 2008 and by the Travis County Commissioners Court on April 22, 2008.
10. The Preliminary Plan for Parke North Subdivision prohibits the filing of a plat application for Lots 1, 2, 3, and 4, Block A, unless the following conditions have been met:
 - a. A drainage easement for drainage for Lots 1 through 4, to flow across Lot 5 and/or 6, Block A, has been granted by the owner of Lots 5 and 6, and any necessary findings made under Chapter 26 of the Texas Parks and Wildlife Code, and any necessary U.S. Fish and Wildlife Service approval obtained;
 - b. An eight-foot high fence is constructed along the entire boundary line of Lots 1, 2 and 4 and Lots 5 and 6 at no cost to the owner of Lots 5 and 6 prior to any development of Lots 1, 2 and 4, including an eight-foot high entrance gate with a keypad opening mechanism accessible by the owner of Lots 5 and 6 where Lady of the Lake abuts Lots 5 and 6, or fiscal security covering the construction of the fence and gate with keypad opening mechanism acceptable to Travis County has been posted with Travis County; and
 - c. Plans and fiscal security are approved for construction of structures on Lots 1 through 4 to detain and regulate the 2-year, 10-year, 25-year, and 100-year frequency storm, including spreaders to release the stormwater in a way that prevents erosion.

Section A. Grant of Easements

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and subject to the terms and conditions set out in this Agreement, the Parties each grant each other reciprocal easements as follows:

1. Nootsie GRANTS, SELLS, and CONVEYS to the County and the County's successors and assigns a perpetual nonexclusive access easement (the "**Permanent Access Easement**"), shown graphically on **Exhibit A** attached hereto and more particularly described by metes and bounds in **Exhibit B** attached hereto, across the Nootsie Tract for the free and uninterrupted pedestrian and vehicular ingress and egress for the benefit of all or any portion of the County Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to the County and the County's successors and assigns forever. Nootsie binds itself and its heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in the County and the County's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under Nootsie, but not otherwise. The purpose of the Permanent Access Easement is to provide the County and its authorized employees, agents, contractors, tenants, guests, and invitees free and uninterrupted pedestrian and vehicular ingress and egress to and across the Nootsie Tract.
2. The County GRANTS, SELLS, and CONVEYS unto Nootsie a drainage easement (the "**Drainage Easement**") solely for the purpose of conveying stormwater over and across the portions of the County Tract including the creek and drainage easements generally depicted in the Preliminary Plan, for the benefit of all or any portion of the Nootsie Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Nootsie and its heirs, successors, and assigns forever. The Drainage Easement shall be located along the centerline of the creek(s) on the County Tract and extending fifty-five feet (55') on each side of the centerline of such creek(s), as such centerline may vary from time to time. The Drainage Easement granted specifically excludes any right to enter the County Tract. The County binds itself and its successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Nootsie and Nootsie's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under the County but not otherwise.

Section B. Character of Easements

1. The Easements are appurtenant to and run with the Properties, whether or not the Easements are referenced or described in any conveyance of all or a portion of the Properties, and are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein.
2. The County reserves for itself and its heirs, successors, and assigns the right to use all or part of the Drainage Easement for any purpose that does not unreasonably interfere with Nootsie's exercise of the rights granted herein. Nootsie reserves for itself and its heirs, successors, and assigns the right to use all or part of the Permanent Access Easement for any purpose that does not unreasonably interfere with the County's exercise of the rights granted herein.

Section C. The Drainage Easement

As consideration for the County's grant of the Drainage Easement, Nootsie binds itself and its heirs, successors, and assigns to:

1. Construct and maintain structures on Lots 1 through 4 to detain and regulate the 2-year, 10-year, 25-year, and 100-year frequency storm, including spreaders to release the stormwater in a way that complies with the Regional Permit and that prevents erosion and damage to the County Tract.
2. Prior to any development on Lots 1, 2, 3, and 4, either (a) construct an eight-foot high fence (the "**Fence**") along the entire boundary line of Lots 1, 2, and 4 and Lots 5 and 6, and at no cost to the County, including an eight-foot high entrance gate (the "**Gate**") located where the Permanent Access Easement abuts Lots 5 and 6 and with a keypad opening mechanism or other opening mechanism that is acceptable to the County and that is accessible solely by the County and emergency services providers, or (b) post fiscal security with the County to cover the construction of the Fence and the Gate with opening mechanism acceptable to the County. The location of the Fence and Gate are depicted on **Exhibit A** attached hereto. The Fence and the Gate must be sufficient to prevent entry onto the County Tract by deer, cattle, goats, feral animals, and trespassers.
3. Refrain from any activities on the Nootsie Tract that, in the County's reasonable opinion, may damage, compromise, or interfere with:
 - a. the management of the County Tract under the Regional Permit;
 - b. the ecological integrity, rare species' habitat occupation, or resource quality of the County Tract; or

- c. the natural processes occurring within the County Tract.
4. Release County and its agents, successors and assigns from and against, and to reimburse County and its agents, successors and assigns with respect to, any and all claims, demands, damages, expenses or causes of action of whatever nature that relate to the exercise of rights to the Drainage Easement by Nootsie, its agents, employees, representatives, or any other persons acting under its control or at its direction or request, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by County, its agents, successors and assigns, asserted by others that are caused by or arise in any manner out of acts or omissions of Nootsie, its agents, employees, representatives, or any other persons acting under its control or at its direction or request, relating to the exercise of rights under the Drainage Easement.
5. If, in exercising Nootsie's rights to the Drainage Easement, Nootsie directly or indirectly causes any damage to the County Tract or any improvements located thereon or appurtenant thereto not contemplated by this Agreement, Nootsie shall, upon demand, immediately pay the County all costs and expenses incurred by the County for restoring the County Tract and/or such improvements thereon to the original condition existing prior to the change or damage or better.
6. Not create or permit to be created or remain, and to discharge, at Nootsie's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the County Tract, with respect to any work or services performed or material furnished by or at the direction of Nootsie relating to the Drainage Tract or the County Tract. If any such liens, encumbrances or charges shall at any time be filed against the County Tract or any part thereof by reason of work or services performed or material furnished by or at the direction of Nootsie, Nootsie within thirty days after notice of the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
7. Not cause the County Tract or County to be in violation of, or do anything or permit anything to be done by Nootsie, its contractors, subcontractors, agents or employees that will subject the County Tract or County to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended hereinafter called "RCRA"), the Texas Water

Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Nootsie's exercise of its rights hereunder. Nootsie agrees to obtain any permits, licenses or similar authorizations for work done on the County Tract by reason of any Applicable Environmental Laws that concern or result from the use of the County Tract by Nootsie, its contractors, subcontractors, agents or employees. Nootsie will promptly notify County in writing of any existing, pending or threatened, investigation or inquiry by any governmental authority known by Nootsie in connection with any Applicable Environmental Laws concerning Nootsie's use of the County Tract. Nootsie will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the County Tract by Nootsie, its contractors, subcontractors, agents or employees. If Nootsie fails to comply with or perform any of the foregoing covenants and obligations, County may (without any obligation, express or implied) remove any hazardous substance or solid waste from the County Tract (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Nootsie to County. Nootsie grants to County and its agents, employees, contractors and consultants access to the Nootsie Tract and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste from the County Tract (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse County for and to hold County harmless from all costs and expense involved therewith to the extent caused by Nootsie, its contractors, subcontractors, agents or employees. The terms "hazardous substance" and "release" as used in this Agreement have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

8. Release County from and against, and to reimburse County with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by County at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Nootsie to perform any obligation herein required to be performed by Nootsie regarding Applicable Environmental Laws under this Agreement, (b) any violation of Applicable Environmental Laws by Nootsie, its contractors, subcontractors, agents or employees occurring after Nootsie's acquisition of the Drainage Easement and that affect the County Tract, (c) the removal of hazardous substances or solid wastes that result from the use by Nootsie, its contractors, subcontractors, agents or employees from

the County Tract (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event harming the County Tract occurring after Nootsie's acquisition of the Drainage Easement (including, without limitation, the presence on the County Tract or release onto the County Tract of hazardous substances or solid wastes disposed of or otherwise released after Nootsie's acquisition of the Drainage Easement) caused by Nootsie, its contractors, subcontractors, agents or employees, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Nootsie shall be paid within thirty days of Nootsie's receipt of demand therefor from County together with reasonable supporting documentation. Nothing in this paragraph or elsewhere in this Agreement shall limit or impair any rights or remedies of County against Nootsie or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

9. Construct the Fence and Gate and maintain them in good working condition in perpetuity solely at Nootsie's expense and as follows:
 - a. Upon completion of the Fence and Gate, Nootsie will provide the County with written notice of the name and telephone number of a Nootsie representative the County can contact regarding repairs to the Fence or Gate. Nootsie must provide written notice to the County of any changes to the name and telephone number of the Nootsie representative the County can contact regarding repairs to the Fence or Gate.
 - b. Nootsie must perform regular inspections of the Fence and Gate to ensure that they are functioning properly.
 - c. Nootsie must make repairs to the Fence within 48 hours after receiving notice from the County or after becoming aware of a breach in the Fence, whichever is sooner.
 - d. Nootsie must make repairs to the Gate within 24 hours after receiving notice from the County or after becoming aware of a malfunction in the Gate, whichever is sooner.
 - e. If requested by the County, Nootsie must post informational signs along the Fence regarding the County Tract, Fence or Gate. The signs will be provided by the County and must be posted at the locations requested by the County within five business days after the signs are provided by the County.
 - f. If Nootsie fails to perform maintenance on the Gate and Fence as required by this Agreement, the County shall have the right, but not the obligation, to cause such maintenance to be performed, and Nootsie shall, upon demand, immediately pay the County all costs and expenses incurred by the County with respect to such maintenance.

Notwithstanding the above, it is understood and agreed by the County that development constructed, operated, and maintained on the Nootsie Tract in accordance with an approved final plat and an approved site development permit shall not constitute a violation of Section C.3.

Section D. Construction and Maintenance of the Permanent Access Easement

As consideration for the County's grant of the Drainage Easement, Nootsie also binds itself and its heirs, successors, and assigns to:

1. The Permanent Access Easement will include paved roads from two (2) entrances on RM 620 through the Nootsie Tract to the County Tract that are sufficient to safely accommodate ingress and egress by emergency services vehicles, and the paved roads will be constructed and maintained in perpetuity by Nootsie and solely at Nootsie's expense. If Nootsie fails to perform the required maintenance, the County, after at least 30 days' advance notice to Nootsie, shall have the right, but not the obligation, to cause such maintenance to be performed, and Nootsie shall, upon demand, immediately pay to the County all costs and expenses incurred by the County with respect to the County's curative actions, and the County shall have the right to file a mechanic's lien against the Nootsie Tract in order to secure payment of the amount expended.
2. At no point will the County's access to the County Tract be closed.
3. Nootsie will construct the paved roads for the Permanent Access Easement in phases.
 - a. During Nootsie's first phase of construction, Nootsie will alter the existing access road in the area depicted as the "**Phase 1 Access Easement**" in **Exhibit C**, attached hereto. Any alterations of such existing road shall be paved or constructed with all-weather materials to improve the current access. Upon the completion of the alteration of the road within the Phase 1 Access Easement and before Nootsie completes construction of a second paved road within the Permanent Access Easement, the County may only use the Phase 1 Access Easement for ingress and egress to the County Tract, but until the Phase 1 Access Easement is completed, the County may continue to use other roads on the Nootsie Tract for ingress and egress to the County Tract.
 - b. During Nootsie's subsequent phase of construction ("**Phase 2**"), Nootsie will construct a paved road in the area depicted as the "**Phase 2 Access Easement**" in **Exhibit D** attached hereto.
 - c. Upon the final completion of the permanent paved roads throughout the Permanent Access Easement, the County may use only the roads within the Permanent Access Easement.

Section E. Termination and Partial Release of Prior Access Easements

1. The County is the sole beneficiary of the Prior Access Easements described in Recital 8 above.
2. Upon the completion of construction of the paved roads (the "**Roads**") in the Permanent Access Easement (which land includes Phase 1 Access Easement and the Phase 2 Access Easement) as depicted on **Exhibit A** attached hereto, in accordance with approved site development plans, all portions covered by the Prior Access Easements other than the Permanent Access Easement shall be automatically terminated and released. Upon request, the County shall join in the execution of a recordable amendment to this Agreement to confirm the partial release of portions of the Nootsie Tract from the Prior Access Easements in accordance with this Agreement.

Section F. Development

In this Agreement, "development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures, a change in the use of improved or unimproved real estate, mining, dredging, filling, grading, paving, surfacing, excavation operations, drilling operations, the storage of equipment or materials, and the clearing of land for the purpose of preparing a site for any man-made change to improved or unimproved real estate.

Section G. No Public Grant

Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever, it being the intention of the Parties and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under, or by reason of, this Agreement.

Section H. Equitable Rights of Enforcement

The Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties, provided that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Section I. Costs of Enforcement

All reasonable costs incurred by the County in enforcing the terms of this Agreement against Nootsie, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Nootsie's violation of the terms of this Agreement shall be borne by Nootsie, but only if Nootsie is determined by a court of competent jurisdiction to have violated the terms of this Agreement.

Section J. Binding Effect

The Easements and all rights and obligations under this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns. Nootsie may assign its rights and obligations under this Agreement to any owner of the Nootsie Tract or association of the owners of the Nootsie Tract, and upon the assumption of Nootsie's obligations under this Agreement, Nootsie shall be relieved of all obligations under this Agreement that accrue from and after such assignment and assumption. Nootsie and its heirs, successors, and assigns must provide the County written notice of any assignment, including the name and address of each assignee, within 15 days after the effective date of the assignment.

Section K. Choice of Law

This agreement is governed by and will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in Travis County.

Section L. Counterparts

This agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section M. Waiver of Default

It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

Section N. Further Assurances

Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

Section O. Indemnity

To the fullest extent allowable by law, Nootsie agrees to indemnify and hold harmless the County from and against all claims, losses, and damages caused by action or liability of any kind for injuries or death of any person or damage to any property, arising out of or in connection with work done by Nootsie, its officers, agents, or employees under this Agreement.

Section P. Integration

This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

Section Q. Legal Construction

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section R. Notices

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following addresses:

Travis County:

Wendy Connally (or her successor)
Program Manager of the Natural Resources and Environmental Quality Division
P.O. Box 1748
Austin, Texas 78767

And

Mr. Steven M. Manilla, P.E. (or his successor)
County Executive
Travis County Transportation and Natural Resources Department
P. O. Box 1748
Austin, Texas 78767

And

The Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File Number 163.1655

Nootsie:

Nootsie, Ltd.
Attn.: Dave Holland
12750 Merit Drive, Suite 1175
Dallas, Texas 75251
Telecopy: (972) 671-9116

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Section S. Recitals

Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Effective the later of the dates shown below.

TRAVIS COUNTY, TEXAS a political subdivision of the State of Texas

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

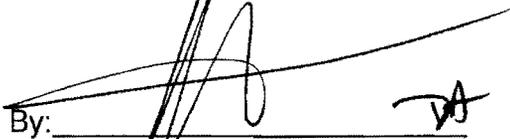
§

This instrument was acknowledged before me on the ____ day of _____, 2014,
by _____, _____ of Travis County, Texas, on behalf of
said county.

Notary Public, State of Texas

NOOTSIE, LTD., a Texas limited partnership

By: GCA Nootsie GP, LLC,
a Texas limited liability company,
general partner

By: 
David E. Castilla, Manager

Date: 6-12-14

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 12, 2014, by David E. Castilla, Manager of GCA Nootsie GP, LLC, a Texas limited liability company, General Partner of Nootsie Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

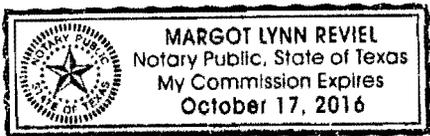
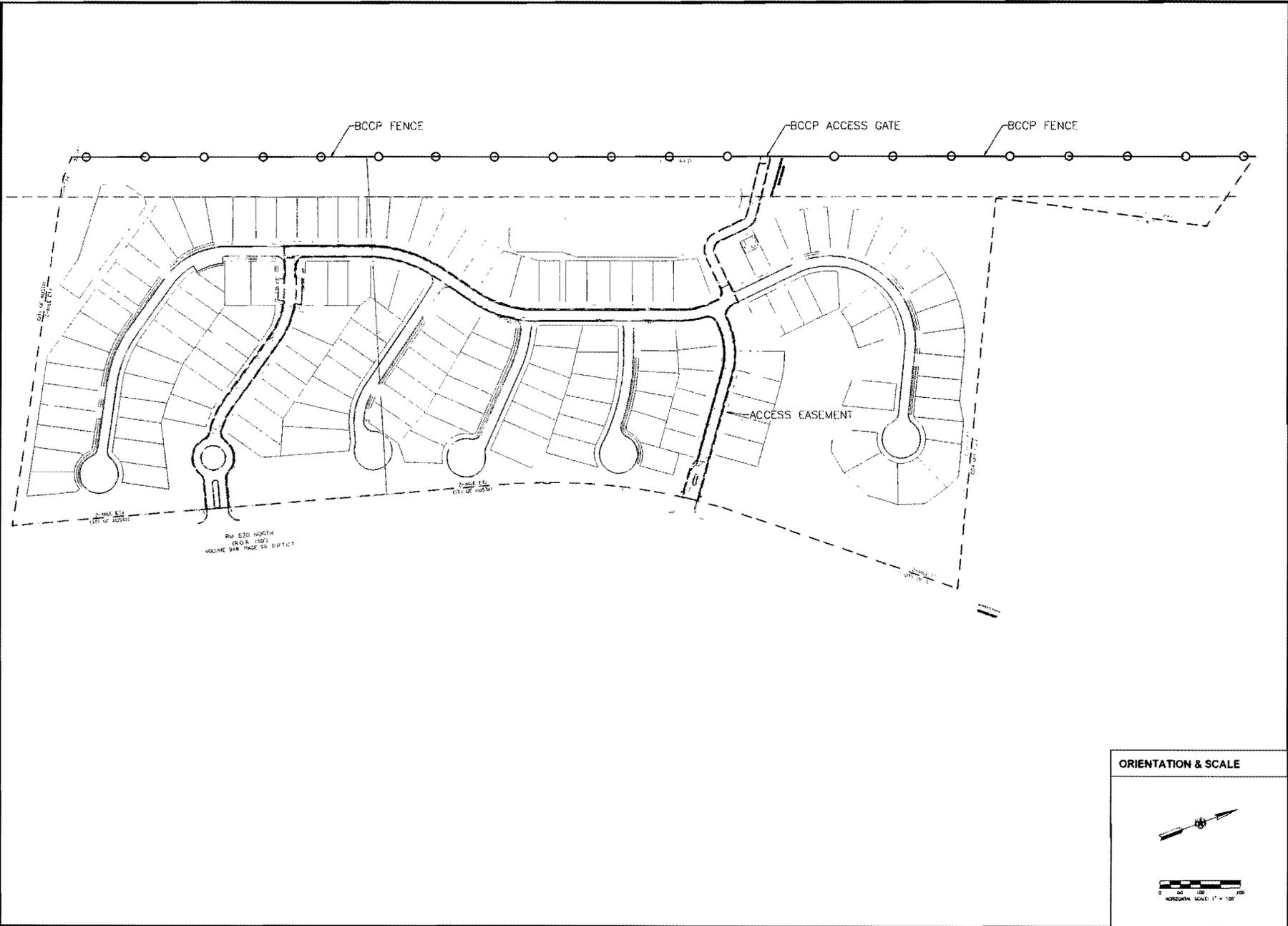


Exhibit A



Texas Engineering Solutions

5000 Bee Cave Road
 Suite 706
 Austin, Texas 78746
 P 512.994.8545
 F 512.994.8558
 TOLL FREE 1.800.451.1186

PROJECT DATA

COUNTY	TRAVIS COUNTY
CITY LIMITS/USE	AUSTIN
TRAC PLAN NUMBER	
RELIED CASES	CG-16-09031
PROJECT ADDRESS	
CDM NUMBER	035
ZONING	SS-CO/CR-CO
ISSUE	
PLAN MAP PANEL	UNRECORDED
OWNER / DEVELOPER	WOODSIE LTO C/O CCA WOODSIE GP, LLC 13766 MEYER CIRCLE SUITE 1175 DALLAS, TEXAS 75243 No. (972) 471-9930

CONSULTANTS:

X
X

REVISIONS

NO.	DATE	DESCRIPTION

DATE: June 3, 2014
 PLotted: June 3, 2014
 FILED BY: [Signature]

HORIZONTAL SCALE: 1" = 10.000'
 VERTICAL SCALE: 1" = 10.000'

PARKE NORTH

PHASE 2 ACCESS EASEMENT EXHIBIT

1

COA CASE NO:

Exhibit B

**PROPERTY DESCRIPTION
OF
2.056 ACRES OF LAND**

BEING 2.056 ACRES OF LAND LOCATED IN THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY (ALSO KNOW AS THE J. L. PETERSON) NO. 14, TRAVIS COUNTY, TEXAS AND BEING A PORTION THE REMAINDER OF A CALLED 155.992 ACRE TRACT DESCRIBED IN DEEDS TO NOOTSIE, LTD. AND RECORDED IN VOLUME 10968, PAGE 905 AND VOLUME 11935, PAGE 1373 AS A PORTION OF A 169.874 ACRE TRACT AND A PORTION OF TRACT 2, CALLED 5.402 ACRES AND DESCRIBED IN A DEED RECORDED IN VOLUME 11006, PAGE 861 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.056 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

COMMENCING at ½-inch iron rod with cap stamped "BURY PITTMAN" found on the westerly right of way line of said RM 620 North, same being the southeast corner of said 169.874 acre tract, said iron rod also being the northeast corner of Lot 1, Block A, Resubdivision of Grandview Hills Section 14 a subdivision of record in Document No. 200200032 of the Official Public Records of Travis County, Texas;

THENCE, with said westerly right of way line, same being the easterly line of said 169.874 acre N15°10'04"E, 477.45 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, leaving said westerly right of way line and crossing the lands of Nootsie, Ltd. The following twenty one (21) courses and distances:

1. N74°51'45"W, 71.68 feet to a calculated point for the beginning of a curve to the left;
2. With the arc of said curve to the left 18.31 feet having a radius of 22.50 feet, a central angle of 46°37'59" and a chord bearing and distance of S81°49'15"W, 17.81 feet to a calculated point of reverse curvature;
3. With the arc of said curve to the right 105.50 feet having a radius of 52.50 feet, a central angle of 115°08'04" and a chord bearing and distance of N63°55'43"W, 88.62 feet to a calculated point of reverse curvature;
4. With the arc of said curve to the left 20.34 feet having a radius of 22.50 feet, a central angle of 51°48'14" and a chord bearing and distance of N32°15'48"W, 19.66 feet to a calculated point of reverse curvature;
5. With the arc of said curve to the right 88.76 feet having a radius of 215.00 feet, a central angle of 23°39'10" and a chord bearing and distance of N46°20'20"W, 88.13 feet to a calculated point of tangency;
6. N34°30'45"W, 200.73 feet to a calculated point for the beginning of a curve to the left;
7. With the arc of said curve to the left 114.64 feet having a radius of 185.00 feet, a central angle of 35°30'21" and a chord bearing and distance of N52°15'55"W, 112.82 feet to a calculated point of tangency;
8. N70°01'06"W, 114.04 feet to a calculated point;

9. N19°58'54"E, 204.34 feet to a calculated point for the beginning of a curve to the right;
10. With the arc of said curve to the right 219.02 feet having a radius of 365.00 feet, a central angle of 34°22'53" and a chord bearing and distance of N37°10'20"E, 215.75 feet to a calculated point of tangency;
11. N54°21'47"E, 87.83 feet to a calculated point for the beginning of a curve to the left;
12. With the arc of said curve to the left 156.02 feet having a radius of 260.00 feet, a central angle of 34°22'53" and a chord bearing and distance of N37°10'20"E, 153.69 feet to a calculated point of reverse curvature;
13. N19°58'54"E, 361.22 feet to a calculated point for the beginning of a curve to the left;
14. With the arc of said curve to the left 68.30 feet having a radius of 185.00 feet, a central angle of 21°09'07" and a chord bearing and distance of N09°24'20"E, 67.91 feet to a calculated point of tangency;
15. N04°19'39"W, 23.37 feet to a calculated point for the beginning of a curve to the left;
16. With the arc of said curve to the left 35.60 feet having a radius of 21.94 feet, a central angle of 92°59'12" and a chord bearing and distance of N50°49'16"W, 31.82 feet to a calculated point of tangency;
17. S84°10'44"W, 82.50 feet to a calculated point for the beginning of a curve to the right;
18. With the arc of said curve to the right 74.68 feet having a radius of 47.50 feet, a central angle of 90°05'06" and a chord bearing and distance of N50°46'43"W, 67.22 feet to a calculated point of tangency;
19. N05°44'10"W, 75.18 feet to a calculated point for the beginning of a curve to the left;
20. With the arc of said curve to the left 20.02 feet having a radius of 22.50 feet, a central angle of 50°59'06" and a chord bearing and distance of N31°13'43"W, 19.37 feet to a calculated point of tangency;
21. N56°43'15"W, 145.14 feet to a calculated point on the easterly line of a called 120.622 acre tract to Travis County as described in a deed recorded in Document No. 2005007774 of the Official Public Records of Travis County, Texas;

THENCE, with said easterly line, N19°58'40"E, 25.69 feet to a calculated point;

THENCE, leaving said easterly line and once again crossing the lands of Nootsie, Ltd., the following ten (10) courses and distances:

1. S56°43'15"E, 151.05 feet to a calculated point for the beginning of a curve to the right;
2. With the arc of said curve to the right 42.27 feet having a radius of 47.50 feet, a central angle of 50°59'06" and a chord bearing and distance of S31°13'43"E, 40.89 feet to a calculated point of tangency;
3. S05°44'10"E, 75.18 feet to a calculated point for the beginning of a curve to the left;
4. With the arc of said curve to the left 35.38 feet having a radius of 22.50 feet, a central angle of 90°05'06" and a chord bearing and distance of S50°46'43"E, 31.84 feet to a calculated point of tangency;
5. N84°10'44"E, 135.00 feet;

6. S05°49'16"E, 25.86 feet to a calculated point for the beginning of a curve to the left;
7. With the arc of said curve to the left 23.56 feet having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing and distance of S50°49'16"E, 21.21 feet to a calculated point of tangency;
8. N84°10'44"E, 10.67 feet to a calculated point for the beginning of a curve to the right;
9. With the arc of said curve to the right 140.65 feet having a radius of 195.00 feet, a central angle of 41°19'34" and a chord bearing and distance of S75°09'29"E, 137.62 feet to a calculated point of tangency;
10. S54°29'37"E, 325.27 feet to a calculated point on the westerly right of line of said RM 620 and the beginning of a non-tangent curve to the left, from which a TxDOT Type "I" concrete monument bears a chord bearing and distance of N06°35'05"E, 133.18 feet;

THENCE, with the westerly line of said RM 620 and the arc of said curve to the left 42.03 feet having a radius of 1507.39 feet, a central angle of 01°35'52" and a chord bearing and distance of S33°15'14"W, 42.03 feet to a calculated point;

THENCE, leaving said westerly right of way line and once again crossing said Nootsie tract the following twenty one (21) courses and distances:

1. N54°29'37"W, 60.54 feet to a calculated point for the beginning of a curve to the right;
2. With the arc of said curve to the right 40.13 feet having a radius of 65.00 feet, a central angle of 35°22'29" and a chord bearing and distance of N36°48'22"W, 39.50 feet to a calculated point of tangency;
3. N54°29'37"W, 228.76 feet to a calculated point for the beginning of a curve to the left;
4. With the arc of said curve to the left 119.01 feet having a radius of 165.00 feet, a central angle of 41°19'34" and a chord bearing and distance of N75°09'29"W, 116.45 feet to a calculated point of tangency;
5. S84°10'44"W, 12.63 feet to a calculated point for the beginning of a curve to the left;
6. With the arc of said curve to the left 21.60 feet having a radius of 15.00 feet, a central angle of 82°30'19" and a chord bearing and distance of S42°55'35"W, 19.78 feet to a calculated point of reverse curvature;
7. With the arc of said curve to the right 68.70 feet having a radius of 215.00 feet, a central angle of 18°18'29" and a chord bearing and distance of S10°49'40"W, 68.41 feet to a calculated point of tangency;
8. S19°58'54"W, 361.22 feet to a calculated point for the beginning of a curve to the right;
9. With the arc of said curve to the right 174.02 feet having a radius of 290.00 feet, a central angle of 34°22'53" and a chord bearing and distance of S37°10'20"W, 171.42 feet to a calculated point of tangency;
10. S54°21'47"W, 87.83 feet to a calculated point for the beginning of a curve to the left;
11. With the arc of said curve to the left 201.02 feet having a radius of 335.00 feet, a central angle of 34°22'53" and a chord bearing and distance of S37°10'20"W, 198.02 feet to a calculated point of tangency;
12. S19°58'54"W, 151.84 feet to a calculated point for the beginning of a curve to the left;

13. With the arc of said curve to the left 35.34 feet having a radius of 22.50 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing and distance of $S25^{\circ}01'06''E$, 31.82 feet to a calculated point of tangency;
14. $S70^{\circ}01'06''E$, 61.54 feet to a calculated point for the beginning of a curve to the right;
15. With the arc of said curve to the right 133.23 feet having a radius of 215.00 feet, a central angle of $35^{\circ}30'21''$ and a chord bearing and distance of $S52^{\circ}15'55''E$, 131.11 feet to a calculated point of tangency;
16. $S34^{\circ}30'45''E$, 200.73 feet to a calculated point for the beginning of a curve to the left;
17. With the arc of said curve to the left 64.70 feet having a radius of 185.00 feet, a central angle of $20^{\circ}02'15''$ and a chord bearing and distance of $S44^{\circ}31'53''E$, 64.37 feet to a calculated point of compound curvature;
18. With the arc of said curve to the left 27.85 feet having a radius of 22.50 feet, a central angle of $70^{\circ}54'43''$ and a chord bearing and distance of $N89^{\circ}59'38''E$, 26.10 feet to a calculated point of reverse curvature;
19. With the arc of said curve to the right 89.09 feet having a radius of 52.50 feet, a central angle of $97^{\circ}13'58''$ and a chord bearing and distance of $S76^{\circ}50'45''E$, 78.78 feet to a calculated point of reverse curvature;
20. With the arc of said curve to the left 18.31 feet having a radius of 22.50 feet, a central angle of $46^{\circ}37'59''$ and a chord bearing and distance of $S51^{\circ}32'45''E$, 17.81 feet to a calculated point of tangency;
21. $S74^{\circ}51'45''E$, 71.72 feet to the westerly right of way of said RM 620;

THENCE, with said westerly right of way line, S15°10'04"W, 58.00 feet to the **POINT OF BEGINNING** and containing 2.056 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr.
Registered Professional Land Surveyor
No. 2518 – State of Texas
06/05/2014



Austin Spatial Technologies, LLC
11209 Cherisse Dr.
Austin, TX 78739
TBPLS Firm Registration No. 10173100
512-573-6730

BASIS OF BEARINGS: GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM OF, CENTRAL ZONE NAD83 4203, U.S. SURVEY FEET, COMBINED SCALE FACTOR OF 0.999888. THE POINT OF BEGINNING COORDINATES HAVE GRID VALUES OF: N=10129712.05 E=3081761.23. DISTANCES SHOWN HEREON ARE SURFACE. TO CONVERT TO GRID, MULTIPLY THE DISTANCE SHOWN BY THE COMBINED SCALE FACTOR.

Reference:
TCAD PROPERTY ID: 701824
AUSTIN GRID D-36

LINE DATA

NUM	BEARING	DISTANCE
L1	N74°51'45"W	71.68'
L2	N54°21'47"E	87.83'
L3	N04°19'39"W	23.37'
L4	S84°10'44"W	82.50'
L5	N05°44'10"W	75.18'
L6	N56°43'15"W	145.14'
L7	N19°58'40"E	25.69'
L8	S56°43'15"E	151.05'
L9	S05°44'10"E	75.18'
L10	N84°10'44"E	135.00'
L11	S05°49'16"E	25.86'
L12	N84°10'44"E	10.67'
L13	N54°29'37"W	60.54'
L14	S84°10'44"W	12.63'
L15	S54°21'47"W	87.83'
L16	S70°01'06"E	61.54'
L17	S74°51'45"E	71.72'
L18	S15°10'04"W	58.00'

SCALE: 1"=200'

CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	46°37'59"	18.31'	22.50'	S81°49'15"W	17.81'
C2	115°08'04"	105.50'	52.50'	N63°55'43"W	88.62'
C3	51°48'14"	20.34'	22.50'	N32°15'48"W	19.66'
C4	23°39'10"	88.76'	215.00'	N46°20'20"W	88.13'
C5	35°30'21"	114.64'	185.00'	N52°15'55"W	112.82'
C6	34°22'53"	219.02'	365.00'	N37°10'20"E	215.75'
C7	34°22'53"	156.02'	260.00'	N37°10'20"E	153.69'
C8	21°09'07"	68.30'	185.00'	N09°24'20"E	67.91'
C9	92°59'12"	35.60'	21.94'	N50°49'16"W	31.82'
C10	90°05'06"	74.68'	47.50'	N50°46'43"W	67.22'
C11	50°59'06"	20.02'	22.50'	N31°13'43"W	19.37'
C12	50°59'06"	42.27'	47.50'	S31°13'43"E	40.89'
C13	90°05'06"	35.38'	22.50'	S50°46'43"E	31.84'
C14	90°00'00"	23.56'	15.00'	S50°49'16"E	21.21'
C15	41°19'34"	140.65'	195.00'	S75°09'29"E	137.62'
C16	01°35'52"	42.03'	1507.39'	S33°15'14"W	42.03'
C17	35°22'29"	40.13'	65.00'	N36°48'22"W	39.50'
C18	41°19'34"	119.01'	165.00'	N75°09'29"W	116.45'
C19	82°30'19"	21.60'	15.00'	S42°55'35"W	19.78'
C20	18°18'29"	68.70'	215.00'	S10°49'40"W	68.41'
C21	34°22'53"	174.02'	290.00'	S37°10'20"W	171.42'
C22	34°22'53"	201.02'	335.00'	S37°10'20"W	198.02'
C23	90°00'00"	35.34'	22.50'	S25°01'06"E	31.82'
C24	35°30'21"	133.23'	215.00'	S52°15'55"E	131.11'
C25	20°02'15"	64.70'	185.00'	S44°31'53"E	64.37'
C26	70°54'43"	27.85'	22.50'	N89°59'38"E	26.10'
C27	97°13'58"	89.09'	52.50'	S76°50'45"E	78.78'
C28	46°37'59"	18.31'	22.50'	S51°32'45"E	17.81'

LEGEND

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "I" CONCRETE MONUMENT
- △ CALCULATED POINT
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

SURVEYORS STATEMENT

I HEREBY STATE THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN APRIL 2014. GRID BEARINGS INDICATED HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). DISTANCES INDICATED ARE SURFACE. TO CONVERT TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.999888.

Paul C. Sauve, Jr.
 PAUL C. SAUVE, JR., RPLB# 2518

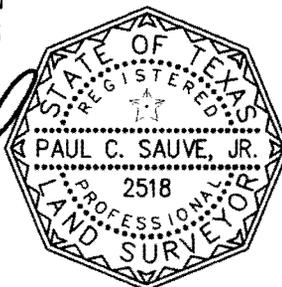


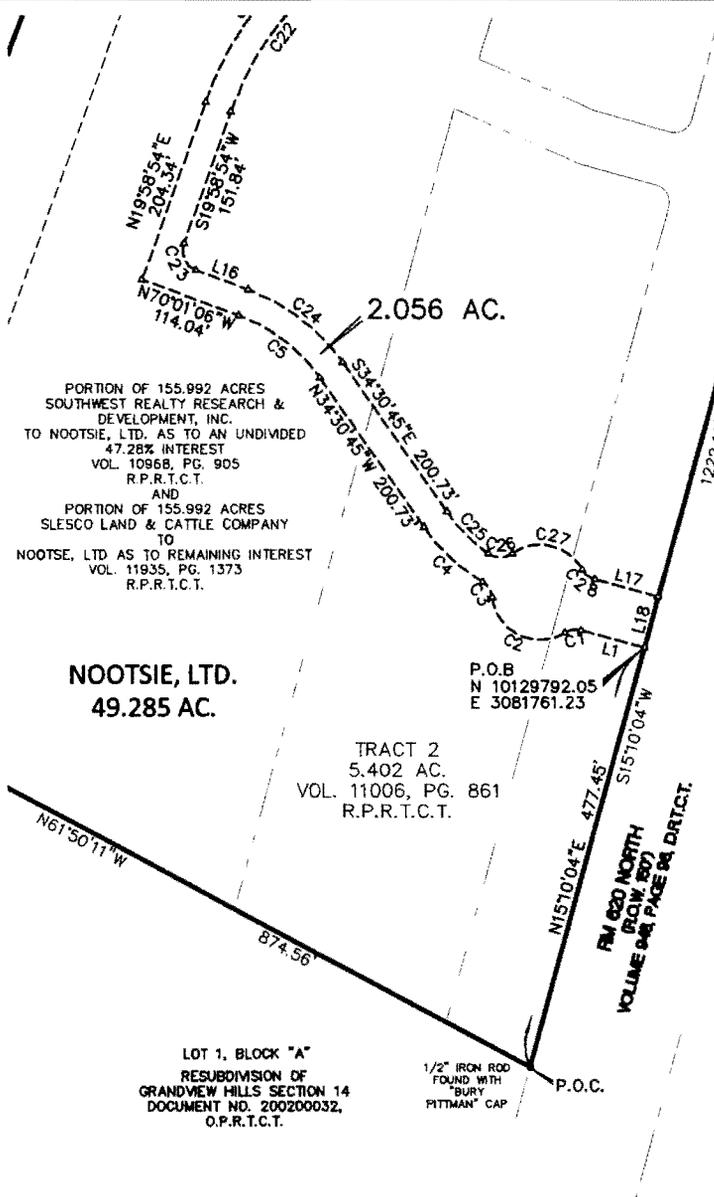
EXHIBIT "A"

Sheet 6 of 7

SKETCH TO ACCOMPANY PROPERTY DESCRIPTION
 2.056 ACRES
 NOOTSIE, LTD.
 VOL. 10968, PG. 905 AND VOL. 11935, PG. 1375
 REAL PROPERTY RECORDS TRAVIS COUNTY, TX

AST
 AUSTIN SPATIAL TECHNOLOGIES, LLC
 LAND SURVEYORS - GEOMATIC SPECIALISTS
 www.austinspatial.com PH: 512-873-8790

DATE: 06/06/2014
 SCALE: 1"=200'
 CHECKED BY: PCS
 DRAFTED BY: PCS
 DESIGNED BY: _____



PORTION OF 155.992 ACRES
 SOUTHWEST REALTY RESEARCH &
 DEVELOPMENT, INC.
 TO NOOTSIE, LTD. AS TO AN UNDIVIDED
 47.28% INTEREST
 VOL. 10968, PG. 905
 R.P.R.T.C.T.
 AND
 PORTION OF 155.992 ACRES
 SLESCO LAND & CATTLE COMPANY
 TO
 NOOTSIE, LTD AS TO REMAINING INTEREST
 VOL. 11935, PG. 1375
 R.P.R.T.C.T.

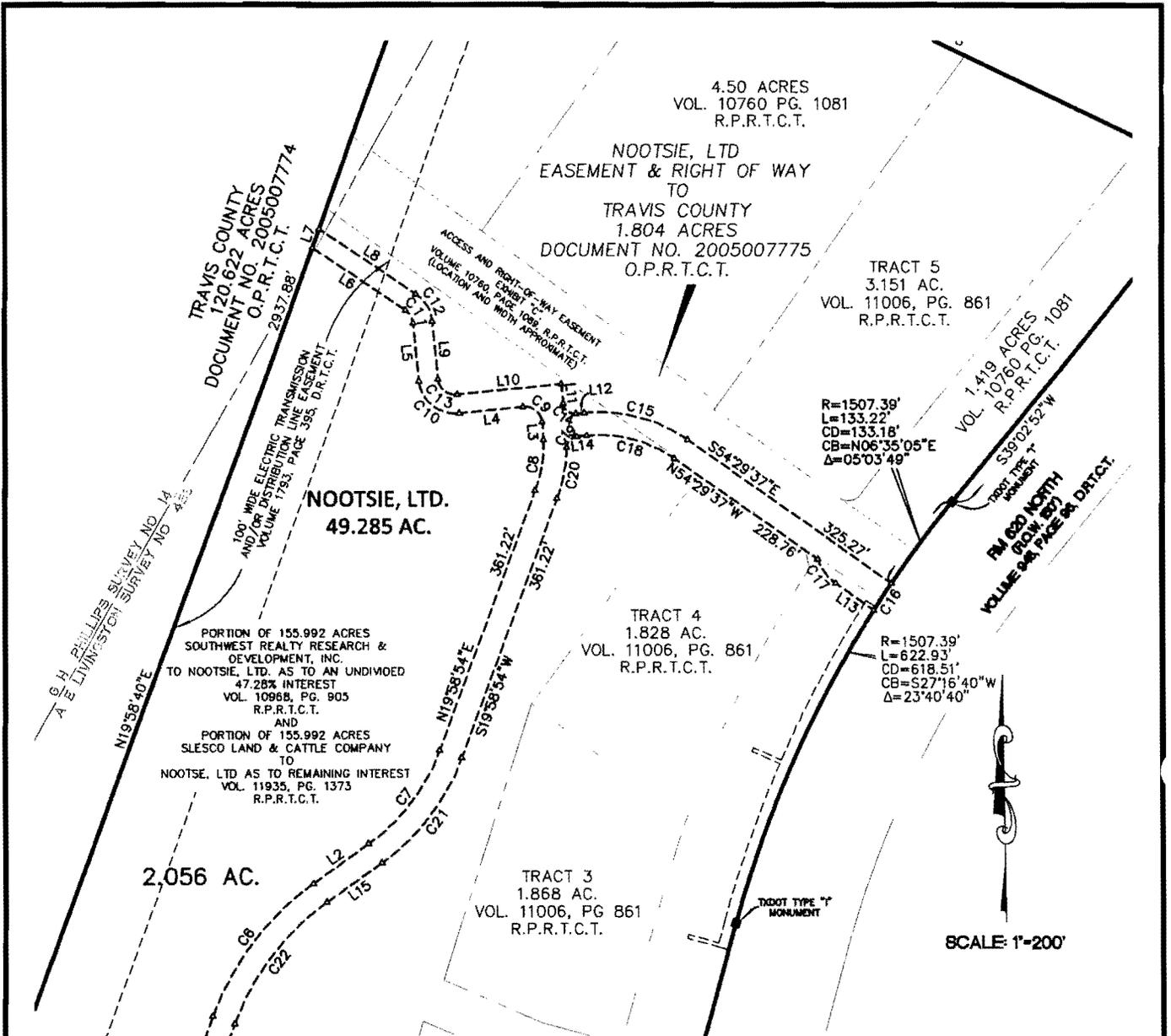
NOOTSIE, LTD.
 49.285 AC.

TRACT 2
 5.402 AC.
 VOL. 11006, PG. 861
 R.P.R.T.C.T.

LOT 1, BLOCK "A"
 RESUBDIVISION OF
 GRANDVIEW HILLS SECTION 14
 DOCUMENT NO. 200200032,
 O.P.R.T.C.T.

1/2" IRON ROD
 FOUND WITH
 "BURY
 FITTMAN" CAP

FM R20 NORTH
 (ROW, R20)
 VOLUME 94, PAGE 84, DRT.C.T.



LEGEND

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "I" CONCRETE MONUMENT
- △ CALCULATED POINT
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

EXHIBIT "A"

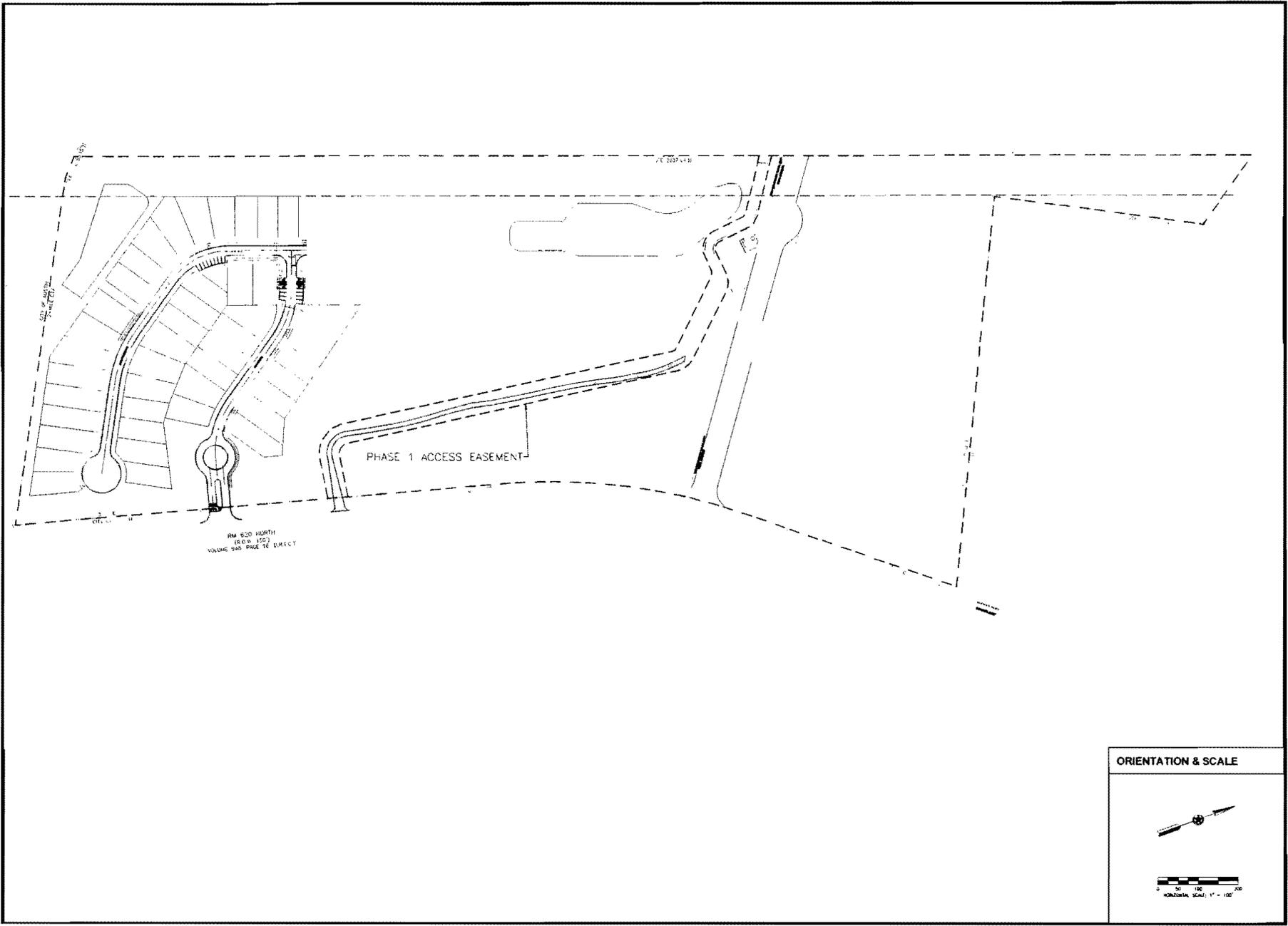
Sheet 7 of 7

SKETCH TO ACCOMPANY PROPERTY DESCRIPTION
2,056 ACRES
NOOTSIE, LTD.
VOL. 10968, PG. 905 AND VOL. 11935, PG. 1375
REAL PROPERTY RECORDS TRAVIS COUNTY, TX

AST
AUSTIN SPATIAL TECHNOLOGIES, LLC
 LAND SURVEYORS - GEOMATIC SPECIALISTS
 www.austinspatial.com PH: 818-678-8700

DATE: 06/06/2014
 SCALE: 1"=200'
 CHECKED BY: PCS
 DRAFTED BY: PCS
 DESIGNED BY: _____

Exhibit C



1. Survey
 2. Plat
 3. Record
 4. Return
 5. Review
 6. Issue

1. Survey
 2. Plat
 3. Record
 4. Return
 5. Review
 6. Issue

Texas
Engineering
Solutions



5008 Dee Creek Road
Suite 205
Austin, Texas 78748
O: 512-864-8565
F: 512-864-8569
TSBS No. 11384

PROJECT DATA	
COUNTY	TARRANT COUNTY
CITY	UNPLANNED
TRAC PARCEL NUMBER	40000
BLIND	
DATE	04-10-2014
PROJECT ADDRESS	
CDR NUMBER	025
ZONING	CO-15/04-02
DATE	
TERRITORY	10413/22/2014
OWNER / DEVELOPER	
MOOTISE LTD.	
COO GCA MOOTISE GP, LLC	
1770 NEW YORK STATE 1175	
DALLAS TEXAS 75241	
TEL: (972) 971-9136	

CONSULTANTS	
1	
2	

REVISIONS	
NO.	DATE - DESCRIPTION

PARKE
NORTH

PHASE 1
ACCESS
EASEMENT
EXHIBIT

1

ORIENTATION & SCALE



0 50 100 200
HORIZONTAL SCALE: 1" = 100'

COA CASE NO:



Texas Engineering Solutions
 3800 Red Creek Road
 Austin, Texas 78746
 P: 512-984-8900
 F: 512-984-8901
 TOLL FREE: 1-877-858-8900

PROJECT DATA
 COUNTY: BROWN COUNTY
 CITY: LAMPASAS
 PROJECT: [REDACTED]
 PREPARED BY: [REDACTED]
 CHECKED BY: [REDACTED]
 DATE: 02-02-2010
 DRAWN BY: [REDACTED]
 SCALE: AS SHOWN
 SHEET NO.: 1 OF 1
 PROJECT NO.: [REDACTED]

CONTRACT NO.: [REDACTED]

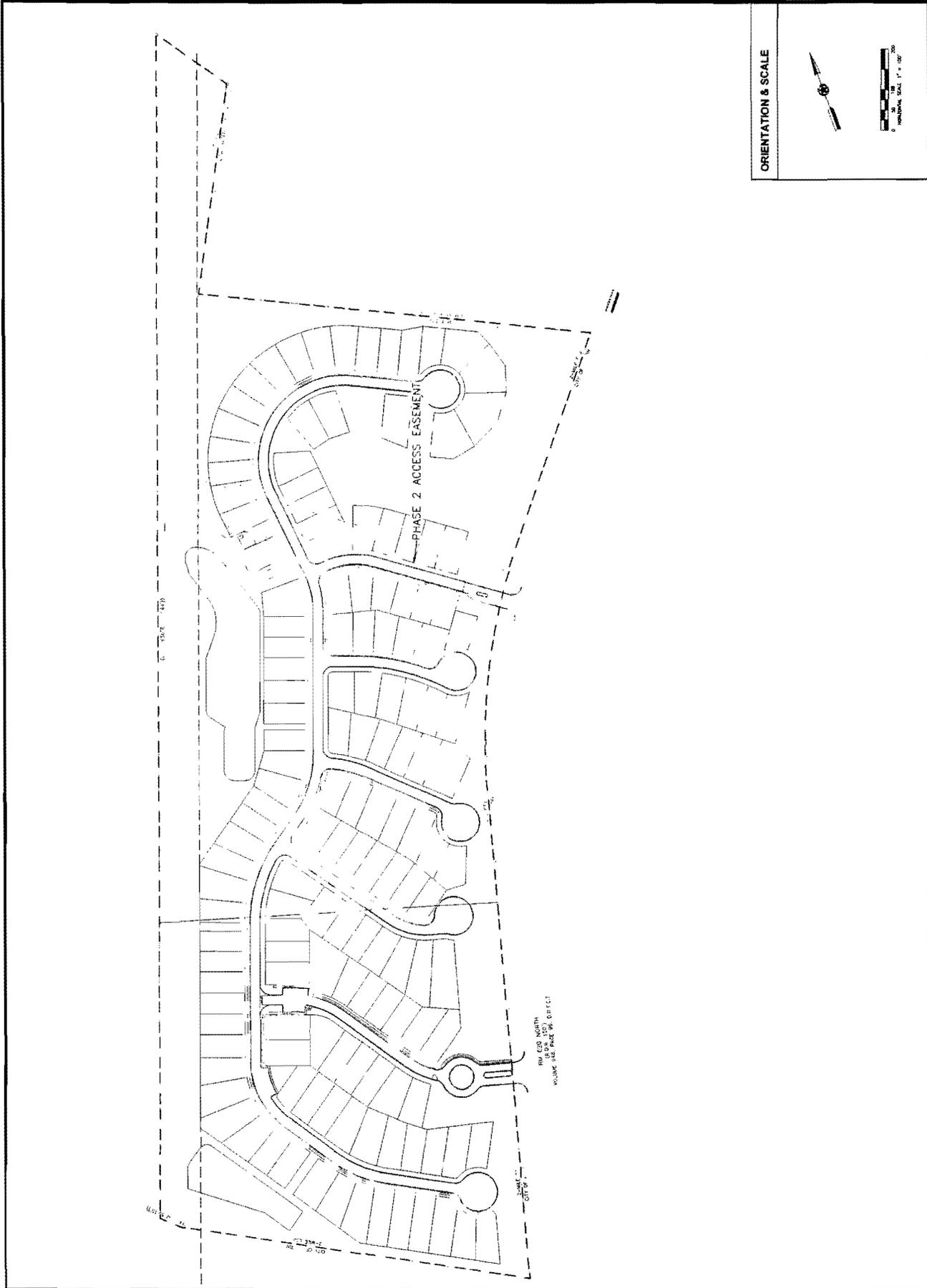
REVISIONS
 NO. DATE DESCRIPTION
 1
 2
 3
 4
 5
 6
 7
 8
 9
 10

DATE: 02/02/10
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NO.: [REDACTED]
 SHEET NO.: 1 OF 1
 SCALE: AS SHOWN

PHASE 2 ACCESS EASEMENT EXHIBIT

1

COA CASE NO.:



ORIENTATION & SCALE

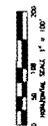


Exhibit D

1. [REDACTED]
 2. [REDACTED]
 3. [REDACTED]
 4. [REDACTED]
 5. [REDACTED]
 6. [REDACTED]
 7. [REDACTED]
 8. [REDACTED]
 9. [REDACTED]
 10. [REDACTED]

After recording, return to:

Travis County, Texas

Attn: Wendy Connally (or successor), Natural Resource Program Manager

Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767

3404652 BI
Nootsie-North Ranch Road 620

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



Fidelity National Title
Insurance Company

We, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to You are under the express terms of this Commitment and end when this Commitment expires.

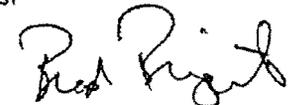
Fidelity National Title Agency, Inc.
260 Three Lincoln Center
5430 LBJ Freeway
Dallas, Texas 75240

Telephone (972) 770-2121
Facsimile (972) 770-2112

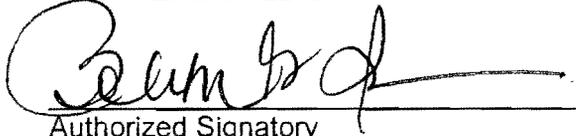
Fidelity National Title Insurance Company



BY 
President

ATTEST 
Secretary

COUNTERSIGNED BY:



Authorized Signatory
Bobbie Irwin
Direct Phone: 972-770-2125

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT

SCHEDULE A

EFFECTIVE DATE: October 4, 2007, 08:00 A.M.

Commitment #: 3404652-Z-0034
GF NO.3404652-Z-0034

Issued: 10/22/2007, 08:00

1. The policy or policies to be issued are:

- (a) **OWNER POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$ 1.00
PROPOSED INSURED: TO BE DETERMINED

- (b) **TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE**
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- (c) **MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)**

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (d) **TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY**
OF TITLE INSURANCE (Form T-2R)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (e) **MORTGAGEE TITLE POLICY BINDER ON INTERIM**
CONSTRUCTION LOAN (Form T-13)*

Binder Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (f) **OTHER**

Policy Amount: \$0.00
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
NOOTSIE, LTD., a Texas limited partnership, (as to Tract One)

TRAVIS COUNTY, TEXAS, (as to Tract Two)
4. Legal Description of land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

THE FOLLOWING LEGAL DESCRIPTION IS NOT TO BE USED FOR THE PROPOSED TRANSACTION. SEE REQUIREMENT IN SCHEDULE C HEREIN.

Tract One: APPROXIMATELY 49.292 ACRES of land in the vicinity of the North side of Hwy. 620, being out of and a portion of the A.E. Livingston Survey No. 455, the G.H. Phillips No. 14 (also known as the J.L. Peterson Survey No. 14) in Travis County, Texas, being a portion of a 155.992 acres tract described in Special Warranty Deed to Nootsie, Ltd., dated March 4, 1993 and recorded in Volume 11935, Page 1373, Real Property Records of Travis County, Texas, further described in Volume 10968, Page 905, Real Property Records of Travis County, Texas, and being all of a 4.5 acre tract and a 1.419 acre tract, together comprising 5.919 acres described in a Warranty Deed to Nootsie, Ltd., Trustee, dated August 4, 1988 and recorded in Volume 10760, Page 1081, Real Property Records of Travis County, Texas, and being all of a 5.402 acre tract, a 1.868 acre tract, a 1.828 acre tract, and a 3.151 acre tract, together comprising 12.249 acres described in a Special Warranty Deed recorded in to Nootsie, Ltd., dated August 17, 1989 and recorded in Volume 11006, Page 861, Real Property Records of Travis County, Texas.

Tract Two: APPROXIMATELY 120.622 ACRES of land being out of and a portion of the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), the A.E. Livingston Survey No. 455 and the Samuel Blakey Survey No. 32, in Travis County, Texas, and being the same tract of land described in the deed recorded in Document No. 2005007774, Official Public Records of Travis County, Texas, TOGETHER with a perpetual, non-exclusive access easement as created by that certain Easement and Right-of-Way dated January 12, 2005, executed by and between Nootsie, Ltd., a Texas limited partnership and Travis County, Texas, a political subdivision of the State of Texas, recorded in Document No. 2005007775, Official Public Records of Travis County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (The Company must either insert specific recording data or delete this exception):

Recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Deed Records of Travis County, Texas.

(Deleting any unlawful discriminatory provisions based upon race, color, religion, sex, handicap, familial status or national origin).
2. **Any discrepancies**, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. [Note: Refer to Schedule C, No. 5].
3. **Homestead** or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owners Policy only.)
4. **Any titles** or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans. or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across the area.
(Applies to Owner Policy only.)
5. **Standby fees**, taxes and assessments by any taxing authority for the year 2007, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2007 and subsequent years.")

6. **The terms and conditions of the documents creating your interest in the land.**
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgage Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)
8. **Liens and leases** that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage. (Applies to the Mortgagee Policy (T-2) only).
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters. **(The Company must insert matters or delete this exception):**
 - a. Electric transmission and/or distribution line easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 1793, Page 395, Official Public Records of Travis County, Texas.
 - b. Easement for ingress and egress reserved by instrument dated September 15, 1997, recorded in Volume 6754, Page 1443, Deed Records of Travis County, Texas.
 - c. Mineral and/or royalty interest, together with all rights relative thereto, express or implied, as described in document dated December 10, 1983, recorded in Volume 8418, Page 551, Deed Records of Travis County, Texas. Title to said mineral interest has not been traced subsequent to the date of the document cited.
 - d. Mineral and/or royalty interest, together with all rights relative thereto, express or implied, as described in document dated December 30, 1983, recorded in Volume 8418, Page 653, Deed Records of Travis County, Texas. Title to said mineral interest has not been traced subsequent to the date of the document cited.
 - e. Electric transmission and/or distribution line easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 9788, Page 185, Real Property Records of Travis County, Texas.
 - f. An easement for ingress and egress easement, as set out in instrument dated October 21, 1987, recorded in Volume 10466, Page 31, Real Property Records of Travis County, Texas, as affected by Release of Easement recorded in Document No. 2005007773, Official Public Records of Travis County, Texas.

- g. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089, Real Property Records of Travis County, Texas.
- h. Easements, Terms, Conditions and Stipulations of that one certain Access Easement, by and between Nootsie, Ltd., and Tomen-Parke Associates, Ltd., dated June 15, 1992, recorded in Volume 11716, Page 168 and in Volume 11716, Page 180, Real Property Records of Travis County, Texas, as affected by Release of Easements recorded in Document No. 2005007772, Official Public Records of Travis County, Texas.
- i. Terms, Conditions and Stipulations of that one certain Assignment of Real Estate Commission, dated August 1, 1991, recorded in Volume 11820, Page 684, Real Property Records of Travis County, Texas.
- j. Terms, Conditions and Stipulations of that one certain Agreement, by and between Nootsie, Ltd., and Selsco Land and Cattle Company, as evidenced by that certain Memorandum of Agreement dated March 1, 1993, recorded in Volume 11935, Page 1376, Real Property Records of Travis County, Texas.
- k. Terms, Conditions and Stipulations of that one certain Warranty Deed, executed by Nootsie, Ltd., a Texas limited partnership, to Travis County, Texas, a political subdivision of the State of Texas, dated January 12, 2005, recorded in Document No. 2005007774, Official Public Records of Travis County, Texas.
- l. Perpetual, non-exclusive access easement granted to Travis County, Texas, a political subdivision of the State of Texas, recorded in Document No. 2005007775, Official Public Records of Travis County, Texas.
- m. Terms, Conditions and Stipulations of that one certain Notice of Settlement Agreement between Nootsie, Ltd., GCA Nootsie GP, L.L.C., and Pohl, Brown & Associates, Inc., Pohl Brown & Brown II, and William B. Pohl, dated May 5, 2006, recorded in Document No. 2006083629, Official Public Records of Travis County, Texas.
- n. Title to all oil, gas and minerals and other elements not constituting part of the surface estate in the above described property, together with all rights, privileges and immunities relating thereto.
- o. **Any portion** of subject property lying within the right-of-way of any road, public or private.
- p. **Rights of tenants** in possession, as tenants only, under any unrecorded leases or rental agreements.
- q. **Easements, or claims** of easements, which are not recorded in the public records. (Owners Policy only).

- r. **Those liens** created at closing, if any, pursuant to your instructions.

- s. **Rights of parties in possession.** (Owner Policy only.)

SCHEDULE C

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us, and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land.
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

6. As to the Mortgage policy only, upon satisfactory proof of payment of all taxes, and upon payment of appropriate premium, Item 5, Schedule B, may, upon request of lender, be amended to read in its entirety: "STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2007 AND SUBSEQUENT YEARS, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS YEAR. THE COMPANY INSURES THAT STANDBY FEES, TAXES AND ASSESSMENTS FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE".

7. **We are to be** furnished with a survey, complete with the correct metes and bounds description of the subject property, made by a Licensed Public Surveyor of the State of Texas, suitable to this Title Company. When same is submitted it is to be returned to your examiner for inspection and approval.

8. **Obtain copy** of Partnership Agreement of Nootsie, Ltd., and return to Examination Department in order to determine who may sign. In absence of such agreement, all parties must execute instruments.

9. Ascertain who is authorized to act on behalf of Travis County.

10. "The policy(ies) anticipated by this Commitment contain provisions relative to the use of Arbitration in the settlement of claims. These provisions may be deleted without cost upon written request by the insured prior to the issuance of the policy(ies).

11. Note to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as; (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties, The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.

FIDELITY NATIONAL TITLE AGENCY, INC.

By: _____
Bobbie Irwin

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE D

Pursuant to the requirements of Procedural Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are Directors and/or Officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

Table with 2 columns: OFFICERS and DIRECTORS. Lists names and titles for Alan L. Stinson, Raymond R. Quirk, Joseph W. Grealish, Anthony J. Park, Patrick G. Farenga, and Todd C. Johnson.

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: Dallas-Fidelity National Title Agency, Inc. d/b/a Fidelity National Title Agency, Inc. (hereinafter referred to as "Fidelity"):

The following individuals are Directors and/or Officers of Fidelity:

Table with 2 columns: OFFICERS and DIRECTORS. Lists names and titles for Raymond R. Quirk, Darryl J. Tyson, James R. Herleman, Alan L. Stinson, Patrick G. Farenga, and Todd C. Johnson.

UTC Capital Group, Inc. owns 100% of Fidelity, and Fidelity National Title Insurance Company owns 100% of UTC Capital Group, Inc.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this Commitment relates. Upon your request, such disclosure will be made for you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium * is:

Table listing premium components: Owner Policy (\$TBD), Mortgagee Policy (\$), Endorsement Charges (\$), Other (\$), and TOTAL (\$).

Of this total amount \$ _____ % will be paid to the policy issuing Title Insurance Company; \$ _____ / 15 % will be retained by Fidelity; and the remainder of the estimated premium will be paid to other parties as follows:

Table with 3 columns: AMOUNT, TO WHOM, FOR SERVICE. Shows dollar amounts and lines for distribution of premium.

* The estimated premium is based upon information furnished to us as of the date of this Commitment For Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance. This Commitment is invalid unless the insuring provisions and Schedule A, B and C are attached.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling Fidelity National Title Insurance Company at 1-800-321-2316 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

-Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

-Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to the Policy, and service of the Company in connection with its issuance or the breach or a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

NAME

DATE

INFORMATION NOTICE

**FOR INFORMATION, OR TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER**

1-800-654-7041

**ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT OF INSURANCE
AT**

1-800-252-3439

to obtain information on:

1. Filing a complaint against an insurance company or agent;
2. Whether an insurance company or agent is licensed;
3. Complaints received against an insurance company or agent;
4. Policyholders rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

**P.O BOX 149104
AUSTIN, TEXAS 78714-9104
PHONE NO. (512) 475-1771**

Fidelity National Financial Group of Companies- Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information (Personal Information), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- ! From applications or other forms we receive from you or your authorized representative;
- ! From your transactions with, or from the services being performed by, us, our affiliates, or others;
- ! From our internet web sites;
- ! From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- ! From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- ! to agents, brokers or representatives to provide you with services you have requested;
- ! to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- ! to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

WARRANTY DEED

GT
January 2005
EXECUTED this 12 day of December 2004.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: 

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

EXECUTED this 1st day of January 2005
~~December 2004.~~

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: _____

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

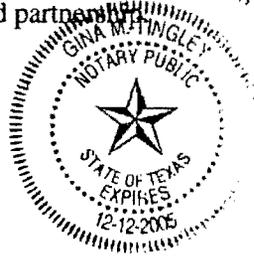
By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

Paul Vanyerschen
by authorization
of.

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, ~~2005~~ 2004, on behalf of said corporations and said limited partnership.



Gina M. Tingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

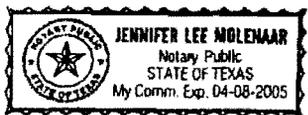
STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Vangrieken,} ~~David E. Castilla,~~ as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molemaar
NOTARY PUBLIC - State of TEXAS

Chaparral

EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the **POINT OF BEGINNING**, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

EXHIBIT B
To Warranty Deed
PERMITTED EXCEPTIONS

This conveyance is made subject to the following liens, restrictions, covenants, reservations, conditions, and easements:

1. Restrictive covenants recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Real Property Records of Travis County, Texas;
2. Easement for electric transmission and/or distribution lines executed by Smith W. Ligon and wife, Nellie S. Ligon, to Pedernales Electric Cooperative, Inc., dated March 18, 1956, recorded in Volume 1793, Page 395 of the Real Property Records of Travis County, Texas;
3. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas;
4. Mineral interest, as described in instrument executed by Selwyn Waverley Ligon, Richard Leon Scott, Joyce Scott Wells and Richard Langford Scott to Virginia Ligon Scott, dated December 10, 1983, recorded in Volume 8418, Page 551 of the Real Property Records of Travis County, Texas;
5. Mineral and/or royalty interest, as described in instrument executed by Richard Leon Scott and wife, Virginia Ligon Scott to Richard Langford and wife, Cindy B. Scott, dated December 30, 1983, recorded in Volume 8418, Page 653 of the Real Property Records of Travis County, Texas;
6. Overhead utility lines with poles and guys traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
7. Encroachment of the septic tank, wood barn, well on concrete and 1 story rock and wood house over the 60 foot wide access easement traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
8. Protrusion of the fences over the northerly most property lines as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004.

EXHIBIT C
To Warranty Deed
ADDITIONAL TERMS & CONDITIONS

BASIS FOR CALCULATING REIMBURSABLE COST: In the event Travis County fails to fully comply with the terms and conditions for long-term conservation set forth in Regional Permit #PRT-788841, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's Section 6 grant from the FWS, and the dollars used as a match for the grant shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with A, B, and C, below, as per instructions from FWS, the awarding agency:

- A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the County and Texas Parks and Wildlife Department ("TPWD"). The intent of the negotiations shall be to ensure that both the County and TPWD receive a share of the real property that is proportionate, as nearly feasible, to their share of the funds used to purchase such real property; or
- B. Provide the FWS with real property that is of equal value agreed upon by the County and TPWD and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the County and TPWD and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the County and TPWD.

Return to:

 **LandAmerica
Commonwealth**
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM

2005007774

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

EXCEPTIONS

SCHEDULE B

JAN 19-84 4286 * 9:00

SCOMDR.1
12/08/83

905

MODIFICATION OF DEED RESTRICTIONS

3 53 2326

WE, SELWYN WAVERLY LIGON, VIRGINIA LIGON SCOTT, RICHARD LEON SCOTT,
and JOYCE SCOTT WELLS, as Owners of 88 acres out of the J. L. Peterson
Survey #14, Abstract 2555, and the Samuel Blakey Survey #32 in Travis
County, Texas, more particularly described by metes and bounds on the
attached Exhibit "A" ("the Property"), representing all of the remaining
Grantors, as that class of persons is defined by the Deed Restrictions
recorded in Volume 7186, Page 183 of the Deed Records of Travis County,
Texas, unanimously agree and approve, in accordance with the criteria set
out in those Restrictions, modification of the Deed Restrictions on the
Property. From the date of this instrument, only the following
restrictions, covenants and reservations shall be deemed covenants running
with the land, binding upon ourselves and all future Owners, and the above-
referenced Restrictions are wholly replaced by these:

"Owner" shall mean all persons or entities who may hereafter hold any
right, title or interest in the property, or any part of it, or any
subdivided tract, (including a purchaser under any Contract For Deed), and
their heirs, executors, administrators, successors and assigns.

So that the property may be developed in an orderly fashion, to
preserve so far as practical the natural beauty of the property, to protect
the surrounding environment, to insure the best and highest use and most
appropriate development of the property, and to guard against the erection
of poorly designed or proportioned structures using improper or unsuitable
materials, the following restrictions, covenants and reservations are now
placed upon the property:

1. No shanty, mobile home, trailer, tent, shack, garage, barn, or
other outbuilding shall be used on the property as a residence, either
temporarily, or permanently. All residences erected on the property shall
be of a new construction and materials, and no buildings used for
residences may be primarily constructed of tin, iron or metal.

2. No part of the property shall be used or maintained as a dumping
ground; no trash, garbage, or other disposal matter shall be deposited or
stored on any premises; and all garbage, or other disposal matter shall be
deposited or stored on any premises; and all garbage, trash, and other
disposal matter shall be promptly burned, buried, or hauled away (all
incinerators or other equipment for the storage or disposal of such refuse

DEED

Travis County, Texas

1

8418

341

shall be kept in a clean and sanitary condition).

3 53 2327
3. No display or sale of junk, or used or abandoned automobiles shall be allowed on the subject property. No boats, trucks or vehicles shall be stored or kept for the purpose of repair on any of the property or roads, except in enclosed garages or storage facilities protected from view.

4. Domesticated livestock or fowl of all types may be kept, except that swine are completely prohibited.

5. It is expressly provided that the flow of surface water may be impounded only for recreational, animal husbandry, or agricultural pursuits. Each owner will take such precautions as are necessary to prevent contamination or waste of water. No dams or other structures shall be built which shall unreasonably impound, divert or impede the flow of water from its natural course.

6. No activity shall be allowed that shall constitute a public or private nuisance. No noxious or offensive activity shall be carried on or maintained on the property, nor shall anything be done or permitted to be done thereon which may be or may become an annoyance to adjoining property owners.

7. The invalidation of any one or more of these restrictions or covenants shall in no way affect or alter any remaining covenant or restriction which shall remain in full force and effect, and such covenants and restrictions shall be construed as covenants running with the land and enforceable either by law or in equity, and shall be binding upon the present owners, their heirs, legal representatives, and assigns, and upon any later Owners, their heirs, legal representatives, and assigns. Acquiescence in any violation shall not be deemed a waiver of the right to enforce these restrictions at a later date upon recurrence of the violation, nor shall acquiescence of any specific violated restriction be deemed a waiver of enforcement of any unviolated restriction.

8. Any present or future Owner of the property, and any present or future owner of adjoining land, shall have the right to enforce, by any proceeding at law or in equity, all restrictions imposed pursuant to the provisions of this instrument and to recover, as damages for the breach, all expenses of enforcement, including attorney's fees in addition to any other remedies available under enforcement proceedings.

EXECUTED this the 10 day of December 1983.

3 53 2328

Selwyn Waverley Ligon
SELWYN WAVERLEY LIGON

Virginia Ligon Scott
VIRGINIA LIGON SCOTT

Richard Leon Scott
RICHARD LEON SCOTT

Joyce Scott Wells
JOYCE SCOTT WELLS

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 10th day of December, 1983, by SELWYN WAVERLEY LIGON.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF TRAVIS

NOTARY SEAL

This instrument was acknowledged before me on this the 10 day of December, 1983, by VIRGINIA LIGON SCOTT.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF TRAVIS

NOTARY SEAL

This instrument was acknowledged before me on this the 10 day of DECEMBER, 1983, by RICHARD LEON SCOTT.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF BEKAR

NOTARY SEAL

This instrument was acknowledged before me on this the 13th day of December, 1983, by JOYCE SCOTT WELLS.

My Commission Expires:
9/2/87

Donette Davidson
Donette Davidson (Print Name)
Notary Public in and for Texas.
My Commission Expires:
Notary Public, State of Texas
Donette Davidson

NOTARY SEAL

8418 343

3 20 5358

8418 344

DAVID S. STUBBS
COUNTY CLERK
TRAVIS COUNTY, TEXAS



JAN 18 1964

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
RECORDED in the Volume and Page of the PUBLIC RECORDS
of Travis County, Texas, as stamp hereon by me, on

8418 341

NOTARY SEAL

Return

STEWART TITLE CO.
812 San Antonio St.
Austin, Texas 78701

National Closing Div.
GF # 8311229
Attn: PATTY DUNN

RETURN TO: STC

INDEXED

NOTARY SEAL

DAVID S. STUBBS
COUNTY CLERK
TRAVIS COUNTY, TEXAS

1964 JAN 18 PM 3 44

FILED

3 53 2329

NOTARY SEAL

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

395

THAT SMITH W. LIGON & WIFE LILLIE E. and

Travis County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to us (us) in hand paid by FEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Cooperative, over, across and upon the following described lands located in Travis County, Texas, to-wit:

All that certain tract or parcel of land lying and situated in Travis County, Texas, being 428.74 acres of land, more or less, out of the J. L. Peterson Survey No. 74, Abst. No. 2555, the W. B. D. Smith Survey, Abst. No. 700, the E. A. Livingston Survey No. 455, Abst. No. 478, and the Samuel Blakey Survey No. 32, as described in a deed from Simon D. Lewis et ux to Smith W. Ligon, dated October 25, 1954, and recorded in Vol. 1563 and pages 42-45 of the Deed Records of Travis County, Texas.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at the point of entrance in Grantor's N. line approximately 350 ft. N. 60 W. from the N.E. corner of the said J. L. Peterson Survey in the West line of the E. A. Livingston Survey; Thence S. 21° 00' W. with said centerline as established on the ground approximately 5,802 ft. to the point of exit in Grantor's S. line approximately 1010 ft. N. 60 W. from Grantor's S.E. corner in the W. line of State Farm Road No. 620.

said location is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand(s) this 17 day of December 1956

Smith W. Ligon
Lillie E. Ligon

THE STATE OF TEXAS)

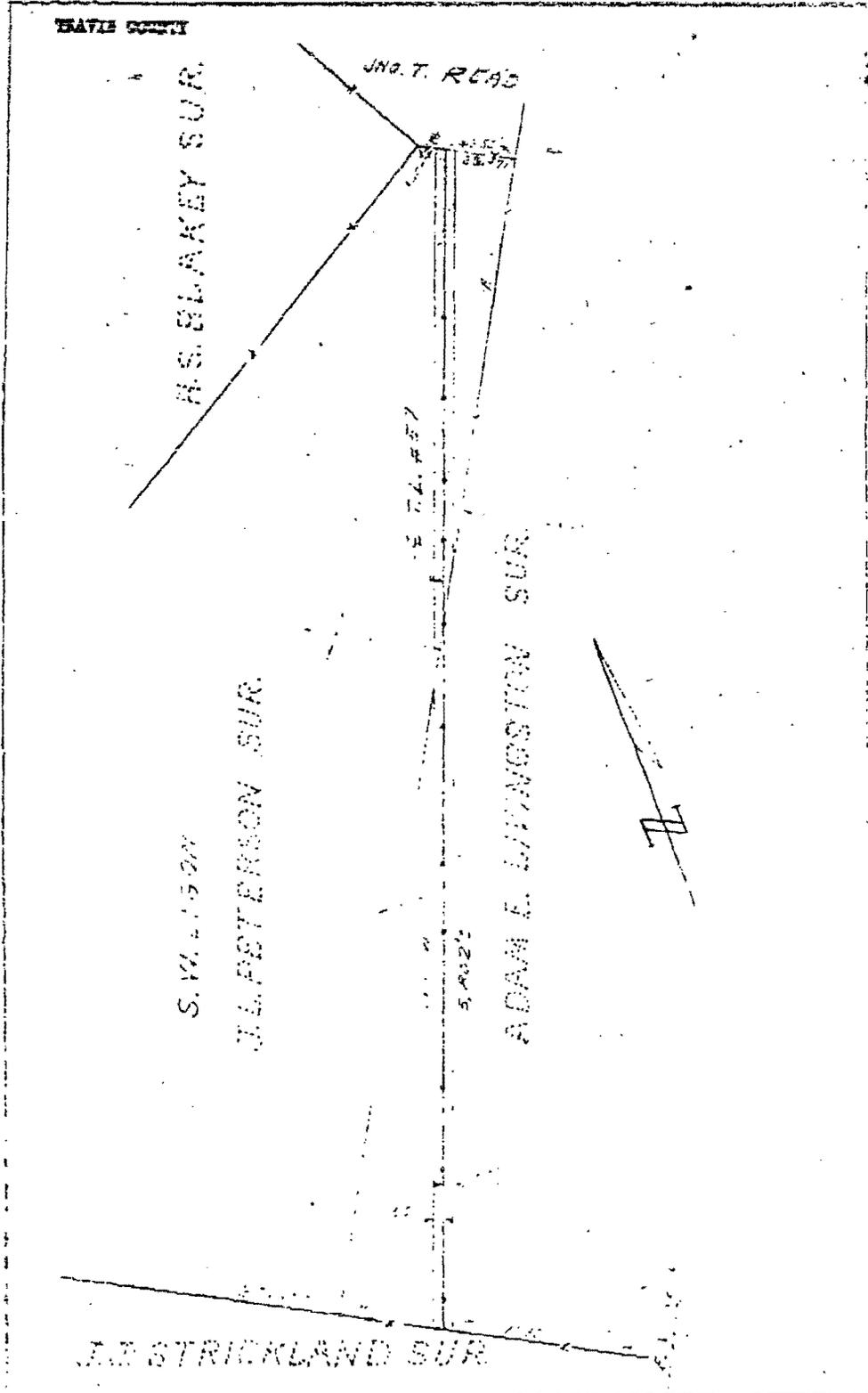
COUNTY OF Tarrant)BEFORE ME, Robert F. Standy a Notary Public in and
for Tarrant County, Texas, on this day personally appearedSmith H. Ryanknown to me to be the person (s) whose name is (are) subscribed to the fore-
going instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day ofNovember, 1956Robert F. Standy
Notary Public Tarrant County,
Texas.

THE STATE OF TEXAS)

COUNTY OF Tarrant)BEFORE ME, Robert F. Standy a Notary Public in and
for Tarrant County, Texas, on this day personally appearedJulia wife of Smith H. Ryan
known to me to be the person whose name is subscribed to the foregoing instru-
ment, and having been examined by me privily and apart from her husband, and
having the same fully explained to her, she, the said Julia,
acknowledged such instrument to be her
act and deed, and declared that she had willingly signed the same for the pur-
poses and consideration therein expressed and that she did not wish to retract
it.GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day ofNovember, 1956Robert F. Standy
Notary Public Tarrant County,
Texas.

TRAVIS COUNTY

397



FEDERALER ELECTRIC COOPERATIVE, INC.
JUNCTION CITY, TEXAS
TRANSMISSION LINE EASEMENT PLAT
EXHIBIT A

LINE NO. 57 FROM MARSHALL FORD TO WHITESTONE EASEMENT NO. 11

SCALE: 1"=600' DATE Nov. 1956 GRANTOR SMITH W. LIGON & WIFE LILLIE B.

Filed for Record March 20, 1957 at 8 A.M. Recorded March 21, 1957 at 12:15 P.M.

14/9/79

13.00
Joyce

EXCHANGE DEED

~~2-13-8929~~ 7131 * 15.00

2-13-8929

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Richard Leon Scott, Connie Scott Cline and Joyce Scott Wells are each vested with a one-sixteenth (1/16th) undivided interest in sixty-four (64) acres, and Virginia Ligon Scott is vested with a Six-Sixteenth (6/16) interest in the same 64 acres which is out of the Samuel Blakey Survey #32 and the J. L. Peterson Survey #14 in Travis County, Texas, obtained by means of a gift deed executed by Smith Waverly Ligon and wife, Lillie Speed Ligon, in December of 1973 (being more particularly described in such deed recorded at Volume 4770, Page 2322; and later corrected by deeds at Vol. 4794, Page 1914 and again at Vol. 5258, Page 2326 of the Travis County Deed Records);

AND WHEREAS, Richard Leon Scott, Connie Scott Cline, Joyce Scott Wells and Virginia Ligon Scott are each vested with a one-fifth (1/5th) undivided interest in twenty (20) acres of land out of the J. L. Peterson Survey #14, Abstract #2555 in Travis County, Texas, (more particularly described by deed recorded at Vol. 4863, Page 2025, in the Travis County Deed Records), and

WHEREFORE, it is the desire of the undersigned parties to exchange their several like-kind properties which the parties agree are of equal value and character, so that Richard Leon Scott transfers his one-sixteenth (1/16) undivided interest in 64 acres in return for Connie Scott Cline's one-fifth (1/5) undivided interest in Twenty (20) acres, and Joyce Scott Wells transfers her one-fifth (1/5) undivided interest in twenty (20) acres in return for one-sixth (1/6) of Virginia Ligon Scott's six-sixteenth (6/16) undivided interest in 64 acres, NOW THEREFORE:

I, Richard Leon Scott, in consideration for the receipt of Connie Scott Cline's one-fifth (1/5) undivided interest in twenty (20) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents to grant, exchange and convey unto Connie Scott Cline as her separate property and estate,

2-13-8930

my one-sixteenth (1/16) undivided interest in 64 acres of land which are also more particularly described by the deed references set forth above;

To have and to hold the one-sixteenth (1/16) undivided interest together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Connie Scott Cline, and to her heirs and assigns forever.

I Connie Scott Cline, in consideration for the receipt of Richard Leon Scott's one-sixteenth (1/16) undivided interest in sixty-four (64) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents to grant, exchange and convey unto Richard Leon Scott, as his separate property and estate, my one-fifth (1/5) undivided interest in twenty (20) acres of land which are also more particularly described by the deed references set forth above;

To have and to hold the one-fifth (1/5) undivided interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Richard Leon Scott, and to his heirs and assigns forever.

I Joyce Scott Wells, in consideration for the receipt of Virginia Ligon Scott's one-sixth (1/6) of her undivided six-sixteenth (6/16) interest in sixty-four (64) acres, described by the deed references set forth above have granted, exchanged and conveyed, and by these presents do grant, exchange and convey unto Virginia Ligon Scott, as her separate property and estate, my one-fifth undivided interest in twenty acres of land which are also more particularly described by the deed references set forth above;

6754 1444

2-13-8931

To have and to hold the above described interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Virginia Ligon Scott and to her heirs and assigns forever.

I, Virginia Ligon Scott, in consideration for the receipt of Joyce Scott's Wells' undivided one-fifth (1/5) interest in twenty (20) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents do grant, exchange and convey unto Joyce Scott Wells as her separate property and estate. a one-sixth (1/6) of my undivided six-sixteenth (6/16) interest in sixty-four (64) acres of land which are more particularly described by the deed references set forth above;

To have and to hold one-sixth (1/6) of the undivided six-sixteenth (6/16) interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the rights of ingress and egress over any visible or apparent roads, or rights-of-way to Joyce Scott Wells, and to her heirs and assigns forever.

Thus, the respective undivided interest of the parties herein relative to the sixty-four (64) and twenty (20) acre tract of land are as follows: Richard Leon Scott is vested with a two-fifths (2/5) undivided interest in the twenty acres and no interest in the sixty-four (64) acres; Connie Scott Cline is vested with a two-sixteenth (2/16) undivided interest in the sixty-four (64) acres and no interest in the twenty (20) acres; Joyce Scott Wells is vested with a two-sixteenths (2/16) undivided interest in the sixty-four (64) acres and no interest in the twenty (20) acres; and Virginia Ligon Scott is vested with a five-sixteenths (5/16) undivided interest in the sixty-four (64) acres and two-fifths (2/5) interest in the twenty (20) acres.

6754 1445

2-13-8932

Each of the undersigned parties state that the exchange of undivided interests in the subject tracts of land are each of the parties' separate property and estate, and that no spouse has joined herein in that none of the subject property, or undivided interests in the subject property, constitutes any part of our homesteads.

We do hereby respectively bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises each to the other, his or her heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all restrictions, easements and reservations of record in the Travis County Clerk's Office to the extent that they may be in effect and enforceable; as well as the easement hereby granted for ingress and egress with the perpetual privilege of free and uninterrupted use, and liberty of passing in and along certain private pasture roads, crossing through the tracts of land which are the subject of this exchange (and which are clearly ascertainable and in constant use), the use and benefit in common to all parties named in this exchange deed, as well as all parties named as grantees in the above described sixth-four (64) and twenty (20) acre tracts, their invitees, their heirs and assigns.

IN WITNESS WHEREOF, we have set our hands this the 15th day of September, 1979.

Virginia Ligon Scott
Virginia Ligon Scott

Richard Leon Scott
Richard Leon Scott

Connie Scott Cline
Connie Scott Cline

Joyce Scott Wells
Joyce Scott Wells

2-13-8933

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority on this day personally appeared Virginia Ligon Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

EDWARD LIGON
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES 9/30/80

Edward Ligon
Notary Public in and for Travis County,
Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority on this day personally appeared Richard Leon Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

9/30/80

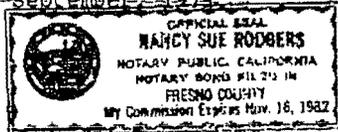
Edward Ligon
Notary Public in and for Travis County,
Texas

THE STATE OF CALIFORNIA I
COUNTY OF FRESNO I

BEFORE ME, the undersigned authority on this day personally appeared Connie Scott Cline, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of September, 1979.

NOTARY SEAL



Nancy Sue Rodgers
Notary Public in and for FRESNO County,
NANCY SUE RODGERS

THE STATE OF TEXAS I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority on this day personally appeared Joyce Scott Wells, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

6754 1447

[Signature]
Notary Public in and for Bexar
County,

6754 1448

Charge to: Stewart, John Co.

Return to:

Ferguson & Ferguson

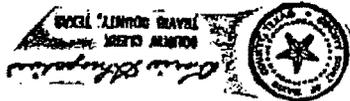
Suite 200

112 Main Avenue

Austin, Tex. 78761

Attn: Jeffrey Ferguson

[Handwritten mark]



OCT 17 1979

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein of me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

2-13-8934

David Ferguson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

OCT 17 4 02 PM '79

FILED

2-13-8934

to the extent that those roads pass over the above-described 44
 private pasture roads previously designated as access and roadway
 have all of their right, title or interest in the common use of the
 Wells and Richard Langford Scott, release and quitclaim to Virginia Ligon
 Furthermore, Belwyn Weaverley Ligon, Richard Leon Scott, Joyce Scott
 that they say to be in effect and enforceable.
 registrations of record in the Travis County Clerk's Office to the extent
 the same or any part of it, subject to all restrictions, easements and
 and assigns, against every person whomsoever lawfully claiming or to claim
 singular the premises unto the Grantee, her heirs, personal representatives
 personal representatives and assigns to WALTER AND FOREVER DENYING all and
 and assigns forever; and the Grantors bind themselves, their heirs,
 In severalty belonging to the Grantee, her heirs, personal representatives
 liable or apparent easements, rights-of-way and adjacent streets thereto
 including any right, title or interest for ingress and egress over any
 all and singular the rights and appurtenances pertaining to the property
 TO HAVE AND TO HOLD, the above described 44 acre tract together with
 Scott the acreage described in Exhibit "B";
 Richard Langford Scott GRANT, RELEASE, CONVEY AND CONVEY to Virginia Ligon
 and Belwyn Weaverley Ligon, Richard Leon Scott, Joyce Scott Wells and
 Scott the acreage described in Exhibit "B";
 and bounds on the attached Exhibit "B";
 the 64 acre tract, the 44 acre tract being more particularly described by
 representatives and assigns, a fixed and ascertained 44 acre tract out of
 POSSIBLE AND KNOW, in severalty, to herself and to her heirs, personal
 surface interest in the 64 acres, Virginia Ligon Scott shall HAVE, HOLD,
 (1) In full satisfaction of Virginia Ligon Scott's 11/16th undivided

SUBJECT MATTER

acres in the following manner:
 made, CONVEY, GRANT, CONVEY AND CONVEY to partially partition the 64
 we, in consideration for the mutual covenants and conveyances respectively
 particularly described by metes and bounds on the attached Exhibit "A", and
 out of the J. L. Peterson Survey Number 14, Abstract 2555, more
 comprising 64 acres of land out of the Beaman Highway Survey Number 32 and
 Joyce Scott Wells, and Richard Langford Scott hold in common real estate
 we, Belwyn Weaverley Ligon, Richard Leon Scott, Virginia Ligon Scott,

PARTIAL EXCHANGE AND PARTITION DEED

RECORDED 12/09/83
 12/09/83 12/09/83

3-53-2536

Handwritten notes:
 12/09/83
 12/09/83

acres (but not to so as extinguish the common roadway easements over the

remaining unpartitioned 20 acres).

MINERAL ACREAGE -

3 53 2537

(1) In full satisfaction of Virginia Lyon Scott's 13/32nd undivided

mineral interest in the 64 acres, Virginia Lyon Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to herself and to her heirs, personal

representatives and assigns, a 13/22nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Richard Leon Scott

and Richard Langford Scott.

(2) In full satisfaction of Richard Leon Scott's 3/32nd undivided

mineral interest in the 64 acres, Richard Leon Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to himself and to his heirs, personal

representatives and assigns, a 3/22nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Virginia Lyon Scott

and Richard Langford Scott.

(3) In partial satisfaction of Richard Langford Scott's 7/32nd

undivided mineral interest in the 64 acres, to the extent of 6/7th out of

his 7/32nd undivided interest, Richard Langford Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to himself and to his heirs, personal

representatives and assigns, a 6/22nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Virginia Lyon

Scott and Richard Leon Scott.

And Selwyn Rowley Lyon, Richard Leon Scott, Virginia Lyon Scott,

Joyce Scott Wells, and Richard Langford Scott (GAWT, KIRKAGE, COURTNEY AND

COURT) the respective mineral interests in the 44 acre tract as described

above;

TO HAVE AND TO HOLD together with all and singular the rights and

appurtenances pertaining to the mineral interests; and the Grantors bind

themselves, their heirs, personal representatives, and assigns to WARRANT

AND FOREVER DEFEND all and singular the entitlement onto the Grantees,

their heirs, personal representatives and assigns, against every person

whosoever lawfully claiming or to claim the same or any part of it,

subject to all restrictions, easements and reservations of record in the

DeWitt County Clerk's Office to the extent that they may be in effect and

enforceable.

THIS, Virginia Lyon Scott shall own 100 per cent of the surface

interest in the 44 acre tract described in Exhibit "B", and the mineral

Interests in the 44 acre tract shall be held in co-tenancy by Virginia Ligon Scott (13/22th), Richard Leon Scott (3/22th) and Richard Langford Scott (6/22th). And furthermore, we COVENANT, GRANT, CONCLUDE AND AGREE that the surface ownership in the remaining 20 acres out of the original 64 acre tract will be held in co-tenancy by Selwyn Waverley Ligon (1/5th), Richard Langford Scott (2/5th) and Joyce Scott Wells (2/5th). The mineral interests in the remaining 20 acres will be held in co-tenancy by Selwyn Waverley Ligon (2/10th), Richard Langford Scott (1/10th) and Joyce Scott Wells (7/10th).

53 2538

This partial exchange and partition in no way extinguishes or waives Selwyn Waverley Ligon's dominant right to designate the location and configuration of the acreage to which he would be entitled if and when the acreage remaining (the property described in the Deed and Real Estate Agreement recorded at Volume 7188, Page 1677, of the Travis County Deed Records, less the 44 acres partitioned out by this instrument), or any part of it, were to be partitioned in kind; but waives that right to this 44 acres.

Each of the undersigned Parties state that the exchange of undivided interests in the subject tracts of land are each of the Parties' separate property and estate, and that no spouse has joined herein, in that none of the subject property, or undivided interests in the subject property, constitutes any part of their homesteads.

EXECUTED the 10th day of December, 1983

Selwyn Waverley Ligon Richard Leon Scott
Selwyn Waverley Ligon Richard Leon Scott

Richard Langford Scott Joyce Scott Wells
Richard Langford Scott Joyce Scott Wells

Virginia Ligon Scott
Virginia Ligon Scott

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10th day of ~~December~~ 1983, by Selwyn Waverley Ligon.

My Commission Expires:

12/31/84

George R. Ferguson
George R. Ferguson Print Name
Notary Public In and for Texas

NOTARY SEAL

8418 554

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.
Patricia Williams Print Name

This instrument was acknowledged before me on this 15th day of December, 1983, by Virginia Scott Lyon.

COUNTY OF TRAVIS
THE STATE OF TEXAS

My Commission Expires: 9/2/82
Notary Public, State of Texas
Annette Davidson
Annette Davidson Print Name

NOTARY SEAL

My Commission Expires: 9/2/87

Annette Davidson
Notary Public in and for Texas.
Annette Davidson Print Name

This instrument was acknowledged before me on this 13th day of December, 1983, by Joyce Scott Wells.

COUNTY OF TARRANT
THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.
Patricia Williams Print Name

This instrument was acknowledged before me on this 10th day of December, 1983, by Richard Langford Scott.

COUNTY OF TRAVIS
THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.
Patricia Williams Print Name

This instrument was acknowledged before me on this 10th day of December, 1983, by Richard Leon Scott.

COUNTY OF TRAVIS
THE STATE OF TEXAS

53 2539



FORREST B. SCOTT

REGISTERED PUBLIC SURVEYOR

2703 ZORN DRIVE • AUSTIN, TEXAS 78704

~~2-43-9345~~

3 53-2540

FIELD NOTES OF A SURVEY OF 64.00 ACRES OF LAND, BEING ALL OF TRACT IV OUT OF THE SAMUEL BLAKEY SURVEY # 32 AND A PORTION OF TRACT I OUT OF THE J. L. PETERSON SURVEY # 14, ABSTRACT # 2555, IN TRAVIS COUNTY, TEXAS, AS CONVEYED IN A DEED FROM SIMON D. LEWIS AND WIFE, MARGARET A. LEWIS, TO SMITH W. LIGON AND WIFE, LILLIE S. LIGON, AS RECORDED IN VOLUME 1563, PAGE 42, TRAVIS COUNTY DEED RECORDS, AS SURVEYED FOR S. W. LIGON BY FORREST B. SCOTT, REGISTERED PUBLIC SURVEYOR, AUSTIN, TEXAS.

BE BEGINNING at an iron stake at the Northeast corner of that 11.98 acre tract of land designated as Tract IV as conveyed in a deed from Simon D. Lewis and wife, Margaret A. Lewis; to Smith W. Ligon and wife, Lillie S. Ligon, as recorded in Volume 1563, Page 43, Travis County Deed Records, and from said beginning iron stake an iron stake at the most easterly corner of the Samuel Blakey Survey # 32 same being the Southwest corner of the W. A. King Survey, as found fenced and used upon the ground, bears

N. $58^{\circ}42'$ E. 311.65 feet,
N. $58^{\circ}52'$ E. 200.68 feet, N. $59^{\circ}24'$ E. 489.51 feet, N. $72^{\circ}41'$ E. 80.29 feet,
N. $58^{\circ}59'$ E. 422.36 feet, N. $60^{\circ}31'$ E. 256.15 feet and N. $58^{\circ}38'$ E. 242.36 feet;

THENCE S. $55^{\circ}39'$ W. 790.64 feet to a point;

THENCE S. $34^{\circ}36'$ E. 1049.58 feet to a point;

THENCE S. $15^{\circ}42'$ W. 850.90 feet to a point in the Northeast line of that 223.35 acre tract as shown in a Deed of Trust of record as Volume 3990, Page 1399, in the Deed of Trust Records of Travis County, Texas.

THENCE with the Northeast line of the said Travis Ecology, Inc. 223.35 acre tract, as found fenced and used upon the ground, courses numbered 1-9 inclusive, as follows:

- (1) N. $34^{\circ}36'$ W. 766.58 feet to a 60d nail in a 9 inch Cedar tree.
- (2) N. $12^{\circ}22'$ W. 16.40 feet to an iron stake;
- (3) N. $72^{\circ}48'$ W. 1531.32 feet to an iron stake,
- (4) N. $23^{\circ}44'$ W. 120.27 feet to an iron stake;
- (5) N. $21^{\circ}14'$ E. 510.89 feet to a 60d nail in a Cedar fence post.
- (6) N. $0^{\circ}13'$ E. 914.15 feet to an iron stake;
- (7) S. $58^{\circ}43'$ E. 584.64 feet to an iron stake;

RECORDING INFORMATION
ALL INFORMATION ON THIS PAGE WAS NOT
CHECKED AGAINST THE PUBLIC RECORDS

EXHIBIT "A"

8418 555

44 AC.

EXHIBIT "B"

3 53 2542

BEING 44.00 ACRES OF LAND OUT OF THE J. L. PETERSON SURVEY NO. 14 AND THE SAMUEL BLAKEY SURVEY NO. 32 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 64.00 ACRE TRACT OF LAND AS CONVEYED TO SELWYN WAVERLY LIGON, ET AL., BY CORRECTION DEED RECORDED IN VOLUME 5258, PAGE 2326, TRAVIS COUNTY DEED RECORDS, SAID 44.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the northwest corner hereof, being the northwest corner of the said Ligon tract;

THENCE with the north line of the said Ligon tract, the following two(2) courses and distances:

- (1) S58 43'E, 584.64 feet;
- and (2) S61 23'E, 120.26 feet to the northernmost northeast corner hereof;

THENCE continuing with the north line hereof, over and across the said Ligon tract, S34 36'00"E, 2234.36 feet to the east line of the said Ligon tract for the northeast corner hereof;

THENCE with the east line of the said Ligon 64.00 acre tract of land, S15 42'W, 415.42 feet to the southeast corner of the said Ligon tract and the southeast corner hereof;

THENCE with the south line of the said Ligon tract the following three(3) courses and distances:

- (1) N34 36'W, 766.58 feet;
- (2) N12 22'W, 16.40 feet;
- and (3) N72 48'W, 1531.32 feet to the southwest corner of the said Ligon tract and the southwest corner hereof;

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

- (1) N23 44'W, 120.27 feet;
- (2) N21 14'W, 310.89 feet;
- and (3) N00 13'W, 914.15 feet to the POINT OF BEGINNING hereof, containing 44.00 acres of land more or less.

MAYNIE & KALLMAN, INC.
AUSTIN, TEXAS

FILED

1984 JAN 18 PM 3:48

Doris Josephine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the RECORDS of Travis County, Texas, as shown hereon by me, on

JAN 18 1984



Doris Josephine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

8418 . 557

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, including any right of the Grantor to ingress and egress over any visible or apparent road or right-of-way appurtenant to the property, unto the Grantee, their heirs and assigns forever, and we do bind ourselves, our heirs, executors and administrators to maintain and preserve peace, quiet and undisturbed enjoyment unto the Grantee, their heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part of it, subject to all restrictions, covenants and limitations of record in

TRACT II: A 1/2 (one-half) undivided interest in the surface only and a 5/12 (five-twelfths) undivided interest in all of the minerals, in 24 acres of land, more or less, out of the G. H. Phillips Survey No. 14, Abstract No. 2555, Patent No. 410, (also known as the J. L. Peterson Survey No. 14) in Travis County, Texas, and being the same property more fully described by metes and bounds in the attached field notes.

TRACT I: ALL of the surface estate and a 16/22 (sixteen-twenty-two) undivided interest in the mineral estate, in 44 acres of land, more or less, out of the Samuel Hixson Survey No. 32 and the G. H. Phillips Survey No. 14, Abstract No. 2555, Patent No. 410, (also known as the J. L. Peterson Survey No. 14) in Travis County, Texas, and being the same property more fully described by metes and bounds in the attached field notes.

following described real property in Travis County, Texas:

B. Scott, whose address is P.O. Box 25798, Austin, Texas 78755, the

DO GRANT, SELL AND CONVEY unto Richard Langford Scott and wife, Cindy

data herewith to Joyce Scott Wells, Trustee;

heretain retained, and is additionally secured by a deed of trust of even attorney's fees; the payment of which note is secured by the Vendor's Lien of maturity at the option of the holder in the event of default and for therein specified, containing the usual clauses providing for acceleration one or more), with payments as therein provided and bearing interest as the principal sum of \$168,000.00 payable to the order of Grantor (whether delivery by Grantor of one certain promissory note of even date herewith in is acknowledged, and the further consideration of the execution and underwritten paid by the Grantee (whether one or more), the receipt of which consideration of the sum of \$10.00 and other valuable consideration to the we, Richard Leon Scott and wife, Virginia Ligon Scott, for and in

3 53 2638

MARSHALL DEED WITH VENDOR'S LIES

SCOTT 12/27/83

MR 78-9488 4815 * 11200

11/28/83

NOTARY SEAL

My Commission Expires: 9-4-85
 This instrument was acknowledged before me on this the 30 day
 of December, 1983, by Virginia Ligon Scott.
 DAVE C. HUFFBOLT
 Notary Public in and for Texas.

COUNTY OF TRAVIS

THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 9-4-85
 This instrument was acknowledged before me on this the 30 day
 of December, 1983, by Richard Leon Scott.
 DAVE C. HUFFBOLT
 Notary Public in and for Texas.

COUNTY OF TRAVIS

THE STATE OF TEXAS

Virginia Ligon Scott
 Richard Leon Scott

EXPIRES THIS 30th DAY OF DECEMBER, 1983.

But it is expressly agreed that a Vendor's Lien, as well as the
 superior title in and to the above described premises, is retained against
 the above described property, premises and improvements until the above
 described note and all interest thereon are fully paid according to its
 face, tenor, effect and reading, when this deed shall become absolute.
 The current ad valorem taxes on the above described property have been
 prepaid, and all subsequent payments are assumed by the Grantee.

3 53 2639

the Travis County Clerk's Office to the extent that they may be in effect and enforceable.

44 AC.

BEING 44.00 ACRES OF LAND OUT OF THE J. L. PETERSON SURV³ 53 2640
NO. 14 AND THE SAMUEL BLAKEY SURVEY NO. 32 IN TRAVIS COUNTY,
TEXAS, AND BEING A PORTION OF THAT 64.00 ACRE TRACT OF LAND AS
CONVEYED TO SELWYN WAVERLY LIGON, ET.AL., BY CORRECTION DEED
RECORDED IN VOLUME 5258, PAGE 2326, TRAVIS COUNTY DEED RECORDS,
SAID 44.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

BEGINNING at the northwest corner hereof, being the
northwest corner of the said Ligon tract;

THENCE with the north line of the said Ligon tract, the
following two(2) courses and distances:

- (1) S58 43'E, 584.64 feet;
- and (2) S61 23'E, 120.26 feet to the northernmost northeast
corner hereof;

THENCE continuing with the north line hereof, over and
across the said Ligon tract, S34 36'00"E, 2234.36 feet to the
east line of the said Ligon tract for the northeast corner
hereof;

THENCE with the east line of the said Ligon 64.00 acre tract
of land, S15 42'W, 415.42 feet to the southeast corner of the
said Ligon tract and the southeast corner hereof;

THENCE with the south line of the said Ligon tract the
following three(3) courses and distances:

- (1) N34 36'W, 766.58 feet;
- (2) N12 22'W, 16.40 feet;
- and (3) N72 48'W, 1531.32 feet to the southwest corner
of the said Ligon tract and the southwest corner hereof;

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

- (1) N23 44'W, 120.27 feet;
- (2) N21 14'W, 510.89 feet;
- and (3) N00 13'W, 914.15 feet to the POINT OF BEGINNING
hereof, containing 44.00 acres of land more or less.

HAYNIE & KALLMAN, INC.
AUSTIN, TEXAS

8418 556 23 5845



ORIGINAL COPY

Reg. Public Surveyor # 559

Forrest B. Scott

Forrest B. Scott

Plan 1389

E. B. B. 31, P. 25

Field Notes Prepared January 30, 1915

Being the place of the beginning, containing 24.00 acres of land.
Being the Southeast line of the J. L. Peterson Survey # 14, N 30 51, E 1574.00
THENCE with the Northwest line of the A. H. Livingston Survey # 455, same

J. L. Peterson Survey # 14;

A. H. Livingston Survey # 455 and in the Southeast line of the

(1) S 18° 46' E 409.36 feet to a cedar post in a cedar tree post;

(2) S 18° 46' E 409.36 feet to a cedar post in a cedar tree post;

(3) S 18° 23' E 150.00 feet to a point in the Northwest line of the

THENCE with a fence corner numbered 1-3 incline, as follows:

THENCE S 15° 42' W 850.90 feet to a point in a fence line;

THENCE S 34° 36' E 349.58 feet to a point;

THENCE N 19° 31' W 1195.60 feet to a point;

349.12 feet;

recorded in Volume 1563, Page 42, Travis County Deed Records, bears N 30 51, E

and wife, Margaret A. Lewis, to Seth B. Lewis and wife, Lillie B. Lewis, as

#255, in Travis County, Texas as conveyed in a deed from Simon D. Lewis

tract designated as Tract I out of the J. L. Peterson Survey # 14, Abstract

an iron stake found at corner of fence for an all corner of that 24.00 acre

Northwest corner of the herein described tract, and from said beginning point

455 and in the Southeast line of the J. L. Peterson Survey # 14 for the

beginning at a point in the Northwest line of the A. H. Livingston Survey

B. W. LEMON BY FORREST B. SCOTT, REGISTERED PUBLIC SURVEYOR, TRAVIS,

RECORDED IN VOLUME 1563, PAGE 42, TRAVIS COUNTY DEED RECORDS, AS PREPARED FOR

AND WIFE, MARGARET A. LEWIS, TO SETH B. LEWIS AND WIFE, LILLIE B. LEWIS, AS

255, IN TRAVIS COUNTY, TEXAS, AS CONVEYED IN A DEED FROM SIMON D. LEWIS

TRACT DESIGNATED AS TRACT I OUT OF THE J. L. PETERSON SURVEY # 14, ABSTRACT

FIELD NOTES OF 24.00 ACRES OF LAND, BEING A PORTION OF TRACT 24.00 ACRES

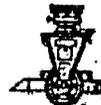
53 2641 3

1705 EDWARDS BLVD. • AUSTIN, TEXAS 78704

REGISTERED PUBLIC SURVEYOR

FORREST B. SCOTT

Map 204-1744
Box 442-8701



8418 653 3

TRAVIS COUNTY CLERK
COUNTY CLERK
[Signature]



JAN 18 1981
STATE OF TEXAS
I hereby certify that the instrument was filed in the
public records of this county and that the same has been
correctly indexed and placed in the public records
of Travis County, Texas, in compliance with the
requirements of the laws of this state.

8418 - 653

X

~~Stewart Title Co.~~ Return
STEWART TITLE CO.
812 San Antonio St.
Austin, Texas 78701
National Closing Div.
CF #: 8311229
ATTN: PATTY DURN
RETURN TO: STC

INDEXED

TRAVIS COUNTY, TEXAS
COUNTY CLERK
[Signature]
JAN 18 1981 PM 3 48

ORIGINAL FILED

FILED

3 53 2642

PHILLIPS 10
PEDERNALES ELECTRIC COOPERATIVE
P. O. BOX 467
JOHNSON CITY, TEXAS 76038

ELECTRIC UTILITY EASEMENT

04-UG-3860

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT Parke 620 North, Inc. and William M. Faust, President of Travis County, Texas, for and in consideration of ONE DOLLAR (\$1.00)

to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Travis County, Texas, to-wit:

Being a part of 169.874 acres of land, more or less, out of the A.E. Livingston Survey No.455, the G.H. Phillips Survey No.14 (also known as the J.L. Peterson Survey No.14), and the Samuel Blakey Survey No.32, situated in Travis County, Texas and being the same tract of land described in a Warranty Deed dated July 12, 1985 from Selsco Land & Cattle Co. to Parke 620 North, Inc. and recorded in Vol. 9259, Page 0084 et. seq. in the Real Property Records of Travis County, Texas.

Easement and right-of-way herein shall consist of a strip of land fifteen (15) feet in width (7.5 feet on each side of centerline) and four-hundred and eighty-six (486) feet in length along grantor's southeast property line along M. 620 as shown on "Exhibit A" attached hereto. Guying easements shall be five (5) feet in width and forty (40) feet in length.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other constructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ hand(s) this _____ day of _____ 19_____

Parke 620 North, Inc.

W. M. Faust
W. M. Faust, President

REAL PROPERTY RECORDS
Travis County, Texas

NOTARIZE ON BACK

09788 0185

PARKE 620 NORTH, INC. 57-25-04.0-11

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared William D. Hart President of the
(Name) (Title)

Park 620 North, Inc. known to me to be the person
(Organization)
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same as the act and deed of the Park 620 North, Inc.
(Organization)

as President thereof, and for the purposes
(Title)
and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of May, 1986

NOTARY SEAL

Epita L. Moe
Notary Public in and for

Travis County, Texas
My Commission Expires: 8/22/89

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public in and for

County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public in and for

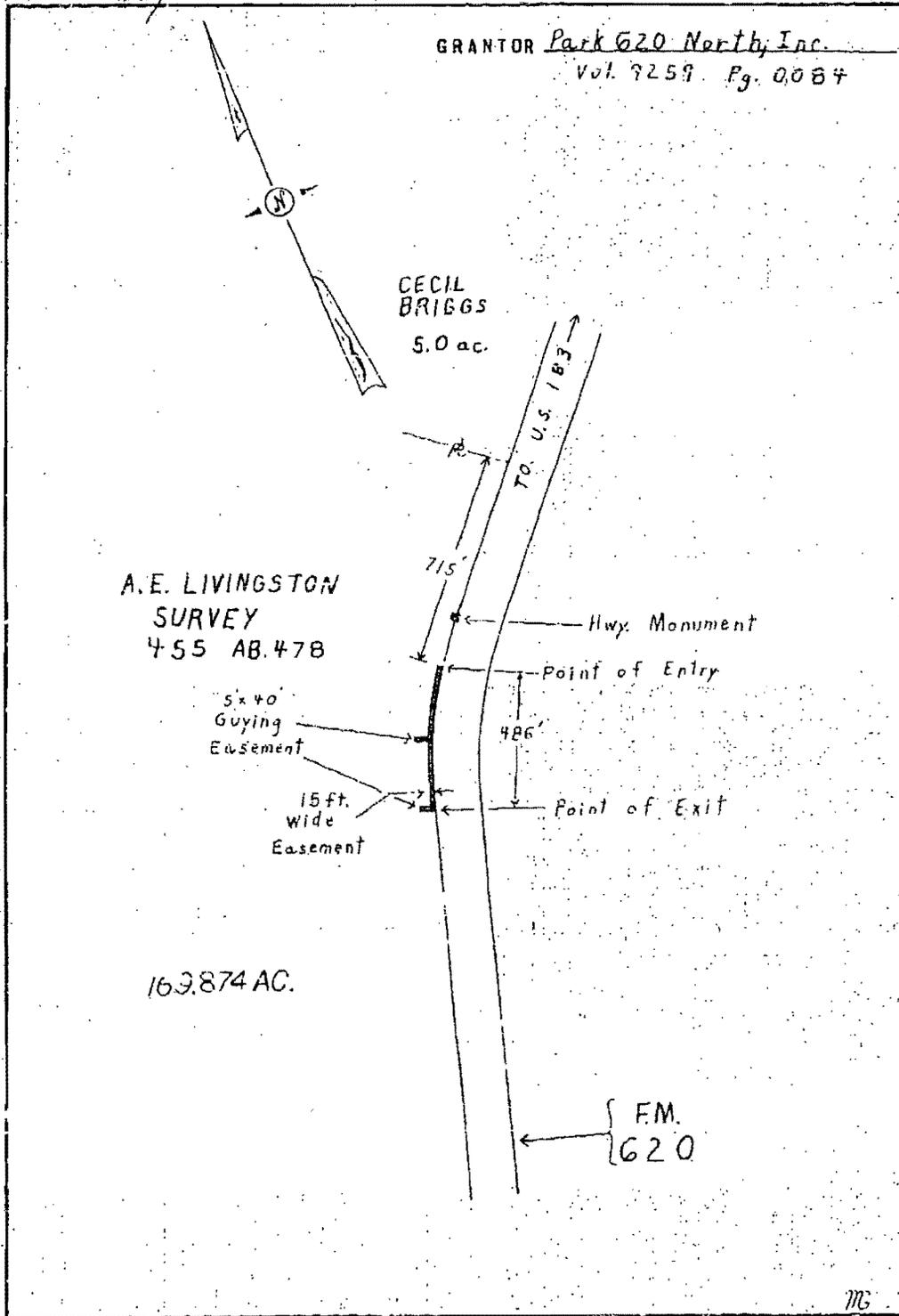
County, Texas

09788 0186

23 P

RETURN TO
PEDERNALES ELECTRIC CO-OP
P.O. BOX 467
JOHNSON CITY, TEXAS 78636

GRANTOR Park 620 North, Inc.
Vol. 9259 Pg. 0084



Ret. →

PEDERNALES ELECTRIC CO-OPERATIVE
P.O. Box 467 JOHNSON CITY, TEXAS
78636

EXHIBIT A

SCALE: 1" = 400'

DATE _____

GRANTOR _____

09788 0187

8810 88780

FILED

1986 JUL 16 AM 10:57

TRAVIS COUNTY, TEXAS
COUNTY CLERK
John S. ...



John S. ...
COUNTY CLERK
TRAVIS COUNTY, TEXAS

JUL 16 1986

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED in
the office of the County Clerk on the 16th day of July
1986 and that the same has been recorded in the
public records of Travis County, Texas in
book 8810 page 88780.

RECORDER'S MEMORANDUM
At the time of recording, this instrument was
found to be in accordance with the original photostatic
reproduction on file in the County Clerk's office. A
prior copy, discarded pursuant to the provisions of
Article 16, Section 10, of the Texas Constitution, was
located and destroyed on the 16th day of July 1986.
The instrument was filed and recorded.

GENERAL WARRANTY DEED

04 -29-5505

\$7-

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

1:01 Pm 473e

7.00 INDX
1 1 10/26/87
.99-DOC#

That I, RICHARD SCOTT, of the County of Hays and State of Texas, individually, and SELSCO LAND & CATTLE CO., a Texas General Partnership, acting herein by and through RICHARD SCOTT, Managing Partner, and SELWYN WAVERLEY LIGON, of the County of Travis and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration cash to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have CRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto CINDY SCOTT, of the County of Travis and State of Texas, whose mailing address is P. O. Box 1881, Cedar Park, Texas 78613, all of the following described real property in Travis County, Texas, to-wit:

1.633 acres out of the J. L. PETERSON SURVEY NO. 14, more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made part hereof.

TOGETHER WITH an easement for access and roadway purposes with the free and uninterrupted right of ingress, egress and regress over a certain private pasture road extending from Highway 620 to the above described property, which is clearly ascertainable upon the ground and in constant use, and which passes through acreage formerly owned by Selwyn Ligon adjacent to the subject property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and grantors do hereby bind themselves, their heirs, executors, and administrators, and itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

REAL PROPERTY RECORDS
Travis County, Texas

1 10466 031 MG/LHM

EXECUTED this 21 day of Oct., 1987.



Richard Scott
RICHARD SCOTT

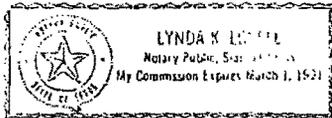
SELSCO LAND & CATTLE CO., a Texas
General Partnership

By: Richard Scott
RICHARD SCOTT
Managing Partner

Selwyn Waverley Ligon
SELWYN WAVERLEY LIGON

THE STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by RICHARD SCOTT.



Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

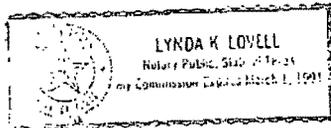
THE STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by RICHARD SCOTT, Managing Partner of SELSCO LAND & CATTLE CO., a Texas General Partnership, on behalf of said Partnership.

Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

THE STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by SELWYN WAVERLEY LIGON.



Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

FIELD NOTES FOR RICHARD SCOTT

FIELD NOTES describing a 1.633 acre tract or parcel of land out of the J. L. Peterson Survey No. 14, situated in Travis County, Texas, and also being out of that tract described as Tract I as conveyed to Smith W. Ligon tract found of record in Volume 1563, Page 42 of the Deed Records of said County and also being a portion of that tract described in File 42,353 of the Probate Records of said County, and is more particularly described by metes and bounds as follows:

BEGINNING FOR REFERENCE at an iron pin found by a fence corner at the most Northerly Northeast corner of a 64.00 acre tract conveyed to Sewlyn W. Ligon recorded in Volume 5258, Page 2326 of the Deed Records of said County and said corner also being in the Northwest line of said Tract I;

THENCE S43°40'40"E, 222.85 feet to an iron pin set for the Northwest corner and True Point of Beginning hereof;

THENCE S79°24'E, 231.00 feet to an iron pin set for the Northeast corner hereof;

THENCE S10°36'W, 307.97 feet to an iron pin set for the Southeast corner hereof;

THENCE N79°24'W, 231.00 feet to an iron pin set for the Southwest corner hereof;

THENCE N10°36'E, 307.97 feet to the True Point of Beginning of this described tract containing said 1.633 acres of land more or less.

I, Steven D. Kallman, a REGISTERED PUBLIC SURVEYOR, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my direction and supervision on the 11th day of May, 1983. All corners located are as shown. There are no encroachments, conflicts or protrusions apparent on the ground except as shown.

HAYNIE & KALLMAN, INC.



Steven D. Kallman
Steven D. Kallman,
Registered Public Surveyor No. 3337

5-11-83

Date

*Richard
Cindy Scott
P.O. Box 1881
Cedar Park, TX 78613*

FILED

OCT 25 1987

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time hereinafter shown by this officer
was duly RECORDED, in the Volume and Page or File
number RECORDS of Travis County, Texas, as

OCT 26 1987

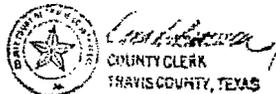


EXHIBIT A

10466 0033

DOC. NO.

00078379

FILM CODE

STATE OF TEXAS §
COUNTY OF TRAVIS §

00004396535

EASEMENT

1960 2-09
1962 1-09
1964 1-09
1966 1-09

SELSCO LAND AND CATTLE COMPANY, a Texas general partnership, of Travis County, Texas ("Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, SELLS and CONVEYS unto SOUTHWEST REALTY RESEARCH, INC. and NOOTSIE, LTD. ("Grantee"), their successors and assigns, an access easement and right-of-way upon and across a portion of the following described property in Travis County, Texas:

157.625 acres out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14, and the Samuel Blake Survey No. 32, in Travis County, Texas, as more particularly described by metes and bounds on Exhibit "D" attached hereto.

The easement and right-of-way hereby conveyed shall be described as follows:

the area shown as the road or street on the map which is attached hereto as Exhibit "C" which extends from R.R. (F.M.) 620 to the rear of the 157.635 acre tract described on Exhibit "D", said street being adjacent to the 1.419 acre tract which is labelled "Tract A" on Exhibit "C" and the 4.50 acre tract which is labelled "Tract B" on Exhibit "C", Tracts A & B being more particularly described on Exhibits "A" and "B" attached hereto.

The easement and right-of-way herein granted shall be limited to: (a) the right of Grantee to construct, maintain, repair, rebuild, replace, place and install a roadway

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1089

APR

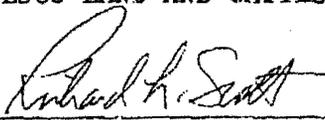
and use the easement for ingress and egress over and across the easement herein granted as Grantee may desire; (b) shall be as wide as the City of Austin requires for such a street as is contained in the Parke North preliminary plat (but shall not be less than 90 feet nor more than 100 feet in width); and (c) shall not extend past the western boundary line of the 4.50 acre tract described on Exhibit "B" (i.e. Tract B on Exhibit C).

TO HAVE AND TO HOLD the above described premises and easement unto said Grantees, their successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee. This grant of easement is non-exclusive and shall run with the land.

In addition, in the event Grantee proceeds to final plat its 5.919 acres, then Grantor shall join with Grantee in the dedication to the public of the easement granted herein.

SIGNED and EXECUTED this 19th day of AUGUST,
1988.

SELSCO LAND AND CATTLE COMPANY

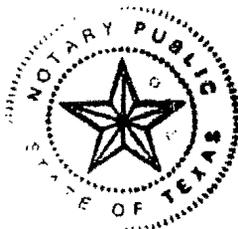
By: 
Richard L. Scott

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1090

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10th
day of August, 1988, by Richard L. Scott, General
Partner of Selsco Land and Cattle Company, on behalf of said
partnership.



J. WINSTON CHAPMAN, J.
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 25, 1992

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

(printed name of notary)

My commission expires: _____

Please Return to: JCD
Heritage Title Company
301 Congress, Suite 300
Austin, Texas 78701

8-14421

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1091

[Signature]

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.419 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.419 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 1.419 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract and the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the said northwest line of F.M. 620 for the southeast line of the herein described tract, the following two (2) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for the point of curvature of a non-tangent curve to the left;
- 2) a distance 81.04 feet with the arc of the said non-tangent curve to the left having a central angle of 03° 04' 50", a radius of 1507.35 feet, and a chord which bears S 39° 23' 32" W, a distance of 81.03 feet to an iron rod set for the most southerly southeast corner of the herein described tract;

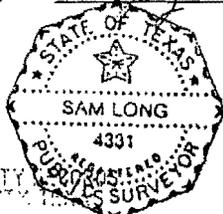
THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 52° 40' 41" W, a distance of 119.71 feet to an iron rod set for the most westerly southwest corner of the herein described tract;
- 2) a distance of 31.00 feet with the arc of a curve to the left having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears N 82° 55' 08" E, a distance of 27.99 feet to an iron rod set for a point of reverse curvature;
- 3) a distance of 65.60 with the arc of a curve to the right having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears N 39° 41' 06" E, a distance of 65.60 feet to an iron rod found in concrete for a point of tangency; and
- 4) N 40° 51' 15" E, a distance of 523.18 feet to an iron rod found in the northeast line of the said 157.625 acre tract for the most northerly northwest corner of the herein described tract;

THENCE, with the said northeast line of the said 157.625 acre tract, S 62° 39' 48" E, a distance of 102.85 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.419 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY
TRAVIS COUNTY, TEXAS

10760 1092

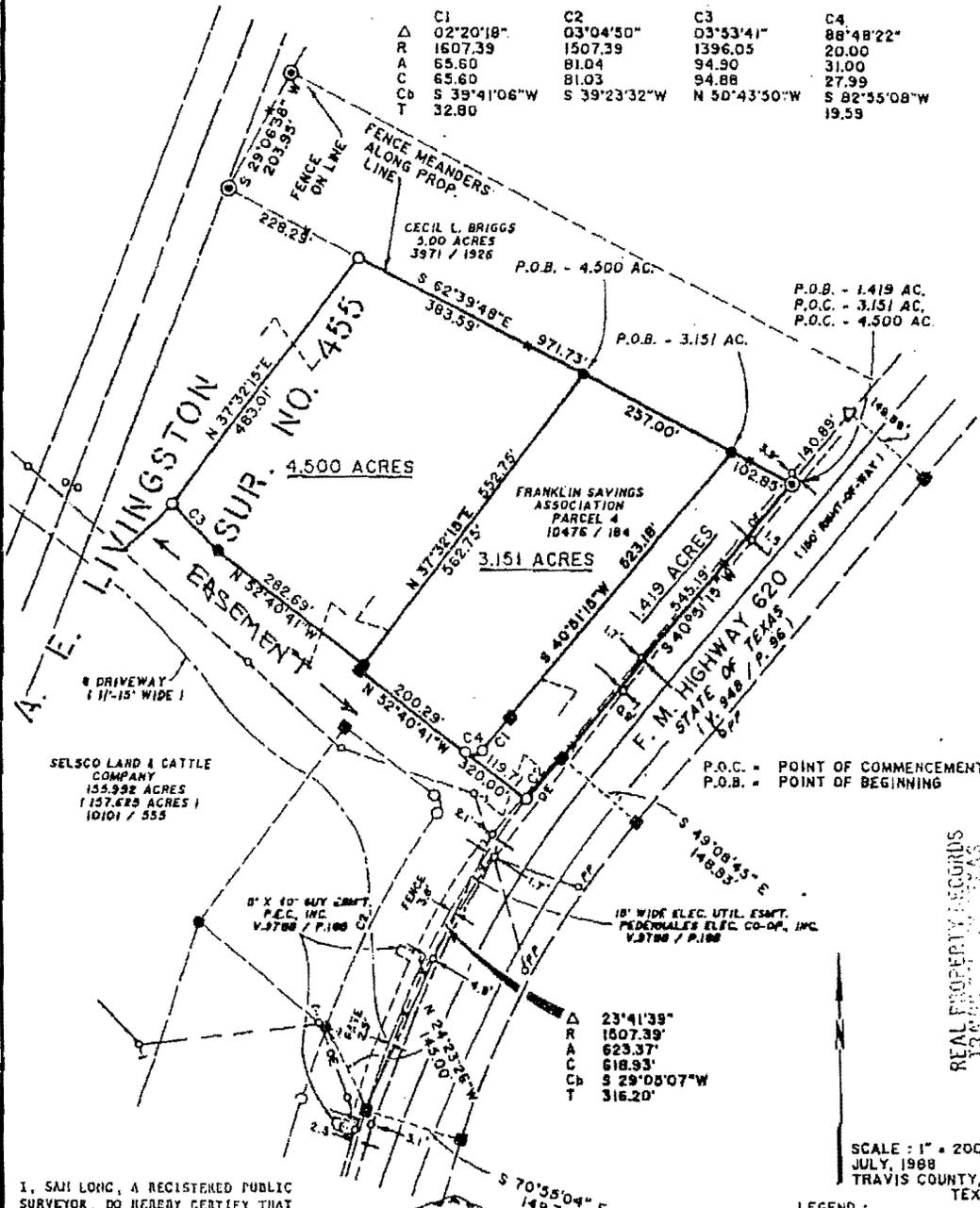
EXHIBIT A

R/S

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	61.04	94.90	31.00
C	65.60	61.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1093

SCALE: 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

- LEGEND :**
- FOUND IRON PIPE ○
 - FOUND IRON ROD ●
 - SET IRON ROD ◐
 - FOUND CONCRETE MONUMENT ■

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.

Sam Long 7/29/88
DATE
SAM LONG REGISTERED PUBLIC SURVEYOR NO. 4331, STATE OF TEXAS



ESCI CAPITAL SURVEYING COMPANY INCORPORATED
13200 Capital of Texas Highway South, Austin, Texas 78749 Building 1 Suite 300 (410) 327-1004

DRAWN BY: PD	SCALE: 1" = 200'	P.L. 673
JOB NO.: 885212D	DATE: JULY, 1988	SHEET NO.:
FILE NO.: C85028	DESC: SAM 15 A	

RLV

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 4.500 acre tract of land out of the A.E. Livingston Survey No. 455, Travis County, Texas; the said 4.500 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 4.500 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract;

THENCE, leaving the said northwest line of F.M. 620 with the northeast line of the said 157.625 acre tract, N 62° 39' 48" W, a distance of 359.85 feet to an iron rod found for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the north line of and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) S 37° 32' 15" W, a distance of 552.75 feet to an iron rod found for the most southerly corner of the herein described tract;
- 2) N 52° 40' 41" W, a distance of 282.69 feet to an iron rod found for a point of curvature of a curve to the right;
- 3) A distance of 94.90 feet with the arc of a curve to the right having a central angle of 03° 53' 41", a radius of 1396.05 feet, and a chord which bears N 50° 43' 50" W, a distance of 94.88 feet to an iron rod set for the most westerly corner of the herein described tract; and
- 4) N 37° 32' 15" E, a distance of 483.01 feet to an iron rod set on the northeast line of the said 157.62 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the said northeast line of the 157.625 acre tract, S 62° 39' 48" E, a distance of 383.59 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 4.500 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey, made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of July, 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1094

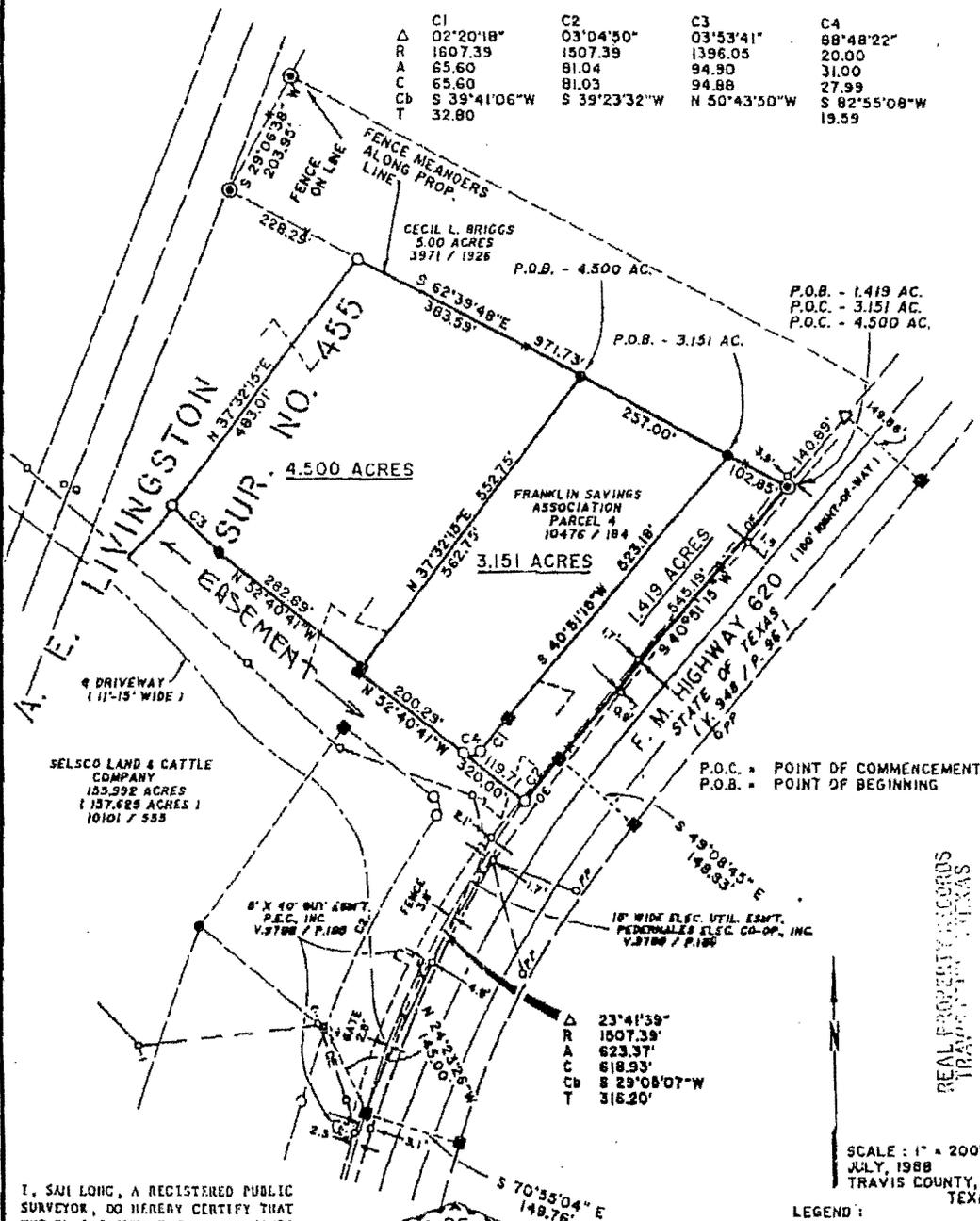
EXHIBIT B

RL

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.90	31.00
C	65.60	81.03	94.88	27.99
CB	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.

Sam Long 7/29/88
 SAM LONG DATE
 REGISTERED PUBLIC SURVEYOR
 NO. 4331, STATE OF TEXAS



LEGEND :
 FOUND IRON PIPE
 FOUND IRON ROD
 SET IRON ROD
 FOUND CONCRETE MONUMENT

SCALE : 1" = 200'
 JULY, 1988
 TRAVIS COUNTY,
 TEXAS

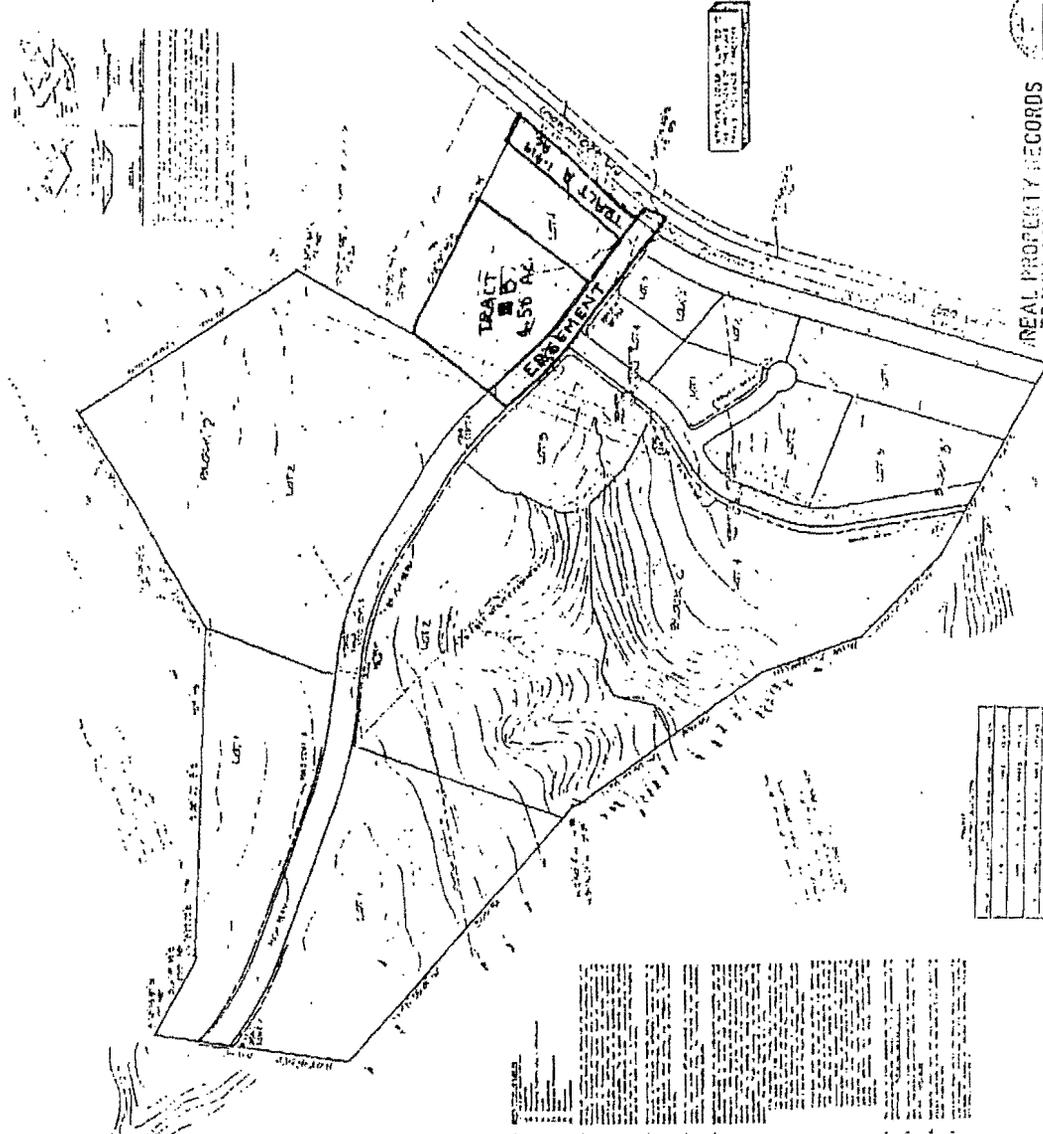
CSEI		CAPITAL SURVEYING COMPANY INCORPORATED
1280 Capital of Texas Highway South Austin, Texas 78748		Building 1, Suite 210 1500 37th - 400A
DRAWN BY: pb	SCALE: 1" = 200'	F.R. 673
JOB NO.: 1852120	DATE: JULY, 1988	SHEET NO.:
FILE NO.: C85028	DISD: SAM 15 A	

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10760 1095

EXHIBIT C

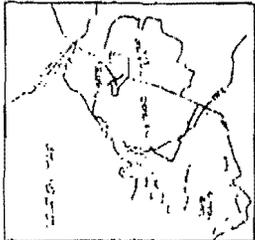
MS

Tract No.	
Block No.	
Section No.	
Acres	
Owner	
Address	
City	
County	
State	
Map No.	
Scale	
Notes	



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10760 1096

Tract No.	
Block No.	
Section No.	
Acres	
Owner	
Address	
City	
County	
State	
Map No.	
Scale	
Notes	



PLAT NO. 10760-1096

TRACT NO. 10

4.50 AC.

TRACT NO. 11

TRACT NO. 12

TRACT NO. 13

TRACT NO. 14

TRACT NO. 15

TRACT NO. 16

TRACT NO. 17

TRACT NO. 18

TRACT NO. 19

TRACT NO. 20

TRACT NO. 21

TRACT NO. 22

TRACT NO. 23

TRACT NO. 24

TRACT NO. 25

TRACT NO. 26

TRACT NO. 27

TRACT NO. 28

TRACT NO. 29

TRACT NO. 30

TRACT NO. 31

TRACT NO. 32

TRACT NO. 33

TRACT NO. 34

TRACT NO. 35

TRACT NO. 36

TRACT NO. 37

TRACT NO. 38

TRACT NO. 39

TRACT NO. 40

TRACT NO. 41

TRACT NO. 42

TRACT NO. 43

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TRACT NO. 46

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TRACT NO. 90

TRACT NO. 91

TRACT NO. 92

TRACT NO. 93

TRACT NO. 94

TRACT NO. 95

TRACT NO. 96

TRACT NO. 97

TRACT NO. 98

TRACT NO. 99

TRACT NO. 100

Please Return to: (1)
Heritage Title Company
801 Congress, Suite 300
Austin, Texas 78701

874421

FILED

AUG 24 PM 4:57

TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time signed herein by me and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, on

AUG 24 1988



John S. Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recording, the instrument was
present to me in triplicate for the most photographic
reproduction purposes of singularity, carbon or
other such like stored paper, etc. All blockouts,
all initials and stamps were present at the time
the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1097

2600
-U

ACCESS EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

3:34 PM 3750 2 4 28.00 TMOX
06/26/92
3:35 PM 3750 2 4 3.00 RECH
06/26/92
14.18-CHK6

That NOOTSIE, LTD., a Texas limited partnership, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, express or implied, is retained, has this day GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, hereinafter called "Grantee", a perpetual right-of-way and easement (the "Easement") sixty feet (60') in width for access, ingress and egress in, upon and across the following described property located in Travis County, Texas (the "Property"), to-wit:

169.903 acres of land and .029 acres of land, more or less, out of the A.E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14) and the Samuel Blakey Survey No. 32, Travis County, Texas, being also described as 168.873 acres of land, in (a) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 905, Real Property Records of Travis County, Texas, describing a tract of 151.706 acres, and (b) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 919, Real Property Records of Travis County, Texas, describing a tract of 16.873 acres; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all intents and purposes,

920598.25-0000

being referred to herein as the "Property".

TO HAVE AND TO HOLD the right-of-way and easement granted herein perpetually to Grantee, and Grantee's successors, heirs and assigns, together with the right and privilege at any and all times to enter the Property covered by the Easement, or any part thereof, for the purposes granted herein.

The right-of-way and easement granted herein is subject to the following terms and conditions:

1. Character of Easement. The easement granted herein is appurtenant to a tract of land owned by Grantee immediately adjacent to the Property, said adjacent tract being more particularly described as follows:

1,172.7646 acres of land, more or less, out of the W.B.D. Smith Survey No. 74, Abstract 700 and various other surveys located in Travis County, Texas and being more particularly described as Tracts I, II, III, IV and V in a Deed dated June 17, 1991 from 620 Investors, Ltd. to Tomen-Parke Associates, Ltd., recorded in Volume 11466, Page 828 of the Real Property Records of Travis County, Texas (the "adjacent tract").

2. Location of Easement. The right-of-way and easement herein granted shall have the same location as the proposed "Lady of the Lake Drive" as shown in Exhibit "B" attached hereto and incorporated herein by reference for all intents and purposes. The right-of-way and easement granted herein is intended to provide Grantee with complete ingress, egress and access in, upon and across the roadway to be constructed in the proposed location of said Lady of the Lake Drive so that Grantee will have complete

access to Ranch Road 620 from the common boundary line between an easterly boundary line of Grantee's adjacent tract and the most northwesterly boundary line of Grantor's 40 acre tract as shown in Exhibit "B" attached hereto. The location of the right-of-way and easement herein granted shall be changed, if necessary, to always be the same as "Lady of the Lake Drive" as required by the appropriate governmental authorities pursuant to a Plat of the Property and otherwise may be changed by the mutual consent of Grantor and Grantee, which consent shall not be unreasonably withheld. The proposed roadway to be constructed by Grantor is subject to the terms of a Roadway Construction Agreement of even date herewith by and between Grantor, Grantee and F.F.U. Limited and an Escrow Agreement of even date herewith by and between Grantor, Grantee and F.F.U. Limited and 1st Security Title Company as Escrow Agent, the terms of which agreements are incorporated herein by reference for all intents and purposes.

3. Duration of Easement. The right-of-way, easement and rights and privileges herein granted shall be perpetual. Grantor hereby binds itself, its successors, heirs and assigns, to warrant and forever defend the right-of-way, easement and rights and privileges herein described unto Grantee, its successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4. Exclusiveness of Easement. The right-of-way and easement and rights and privileges granted herein are not exclusive, and Grantor may convey similar rights and easements or any other easement to any person so long as such conveyance does not materially diminish Grantee's rights with respect to the Property covered by the easement granted herein.

5. Ownership of Property. Grantor covenants that Grantor is the owner of fee simple title to the Property, that the conveyance of the easement granted herein is legally binding upon Grantor without the necessity of the approval, consent or joinder of any other person, party, authority or entity and that the undersigned representative has the full power and authority to execute this instrument on behalf of Grantor.

6. Access to Property. For the same consideration recited above, Grantor hereby grants to Grantee the right to enter the Property along the Easement and to take all such actions as are reasonably necessary to carry out and fulfill the purposes for which the easement described herein has been granted as contemplated herein and in the Roadway Construction Agreement and Escrow Agreement described in Paragraph 1 hereinabove. The parties hereto hereby covenant and agree that before doing any work or making any repairs which will interfere with any road or other arteries of transportation or interfere in any way with the operations of the parties and their respective agents, employees, tenants, lessees and assigns, to notify the other party in writing of such intent at least ten (10) days prior to commencement of work. Said notice shall be deemed to have been timely and properly given and delivered to the parties (a) two (2) days after deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, (b) on the date actually delivered to Grantor in person or by duly appointed agent, (c) on the date transmitted by a legible telecopier or facsimile transmission, or (d) one (1) day after deposited at any overnight express mail service, and addressed to the parties at the following address: Grantor's address - c/o Pohl, Brown & Associates, Inc., 13809 Research Blvd., Suite 1000, Austin, Texas 78750 or, as applicable, Fax No. (512) 335-1309; Grantee's address - c/o Purcell Development Company, 711 San Antonio Street, Austin, Texas 78701 or, as applicable, Fax No. (512) 474-9424, provided, however, that the parties shall have the right to change their address for notice hereunder to any location within the continental United States by the giving of thirty (30) days prior written notice to the other party in the manner set forth hereinabove. The parties agree that the abovementioned work or repairs shall be completed as expeditiously as possible; provided, however, the parties shall

conduct its operations upon said easement in a manner which will not unduly interfere with the other party's operations.

7. Other Routes; Clean-Up. During the performance of its work or any subsequent maintenance, repair, removal, or replacement thereof, the party performing the work or repair covenants to leave or arrange for reasonable crossing over said easement area to accommodate the passage of Grantor and those holding under the other party, its agents, employees, tenants and lessees, as well as their vehicles; and the parties further agree that where the road it constructs crosses any road or other artery of transportation, construction will be such as not to unduly interfere with the use thereof, unless, prior to commencing said construction, said party shall make available equivalent or better alternate routes or crossings. The party performing the work or repair agrees to cleanup, in a good and workmanlike manner, the debris caused by its construction so as to leave the Easement area free from fire hazard and in such condition as will not cause injury or damage to the other party, its agents, employees, tenants and lessees. The parties covenant, after initial construction has been completed, not to cause, create, or permit to continue on the Easement area any unsightly or hazardous condition.

8. Indemnification. Grantee covenants and agrees at all times to indemnify and defend Grantor, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantee, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantor or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors. Grantor covenants and agrees at all times to indemnify and defend Grantee, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantor, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantee or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors.

9. Use by Grantor. Nothing herein contained shall affect the right of the parties, or its successors and assigns, to go upon or across the right-of-way herein granted at any time for any purpose whatsoever, to the extent and for so long as such use will not interfere with the the other party's rights hereunder. Grantor may make any reasonable use of the easement area, and Grantee accepts the rights granted to it hereunder burdened with such present or prospective reasonable use by Grantor, its successors and assigns to the extent that such use will not interfere with the Grantee's rights hereunder.

10. Subject to Covenants, etc. This grant is made subject to any and all valid and subsisting covenants, exceptions, stipulations, conditions, permissive uses, executory rights, interests, reservations, and mineral or royalty, either or both, interests in the oil, gas and other minerals, and leases thereof, if any, of whatsoever nature, and the rights of the holder of any interest therein and thereof, if any, now outstanding or affecting the property described herein and now of record in the office of the County Clerk of Travis County, Texas, but only to the extent they are still in force and effect.

11. Subject to Other Easements, etc. This grant is made subject to any and all easements, grants, reservations, and rights-of-way reflected by the Deed Records of Travis County, Texas, or which would be apparent by visual inspection upon the grounds whether for highways, roads, pipelines, electrical distribution or transmission lines, television cables, water lines, sanitary sewer lines, or for any other utilities or purposes heretofore granted or acquired affecting the lands and interests herein described, and as

to any such, the warranty herein does not apply and none shall be taken or implied.

12. Subject to Other Rights. This grant is made subject to any and all zoning laws, ordinances, regulations, and statutes of any governmental entity having jurisdiction of the premises described herein, now existing or which may hereafter exist by reason of any legal authority during the term of this conveyance. Subject to the above, Grantor reserves the following rights:

A. To place over, across, through, in, under, and alongside said Easement as many facilities and appurtenances, by way of illustration and not limitation, such as roads, streets, sidewalks, pipelines, electric power lines, telephone lines, television cable lines, water lines, sewer lines, drainage lines, including conduits therefor, and any and all other types of installations that Grantor, its heirs, executors, administrators, successors and assigns may desire, whether necessary or convenient, provided such facilities and appurtenances shall not in any way interfere with Grantee's exercise of its rights hereunder; and

B. The right to grant any and all other easements in, on, over, across, under, and alongside said Easement without remuneration to Grantee; provided such easements shall not in any way interfere with Grantee's exercise of its rights hereunder.

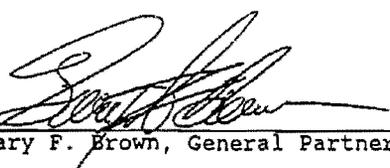
13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or oral modifications concerning this instrument shall be of no force and effect. All amendments or modifications hereto must be in writing and signed by all parties.

14. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs.

15. Binding Effect. The right-of-way and easement granted herein shall be deemed to run with the Property and the terms and conditions of this instrument shall be binding upon Grantor and Grantee and shall inure to the benefit of the Grantor and the Grantee and their respective personal representatives, successors and assigns.

EXECUTED to be effective as of June 15, 1992.

NOOTSIE, LTD., a Texas limited
partnership

By: 
Gary F. Brown, General Partner

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

117.16 0172

STATE OF TEXAS
COUNTY OF TRAVIS

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§

This instrument was acknowledged before me on the 25th day of June, 1992, by Gary F. Brown, General Partner on behalf of NOOTSIE, LTD., a Texas limited partnership.

Anna Harbison
Notary Public, State of Texas
Print name: Anna Harbison
My commission expires: 8-12-93



GRANTEE'S MAILING ADDRESS:

Tomen-Parke Associates, Ltd.
c/o Purcell Development Company
711 San Antonio Street
Austin, Texas 78701

AFTER RECORDING, RETURN TO:

Steven H. Sproull
Hall, Goldsmith, Black,
Sproull & Osborne, L.L.P.
711 San Antonio Street
Austin, Texas 78701

Austin, Texas 78701

EXHIBIT "A"

169.903 Acre Tract

May 21, 1965
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 169.903 acre tract of land out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 169.903 acre tract of land being all of a 1.633 acre tract of land described in a deed to Richard Scott recorded in Volume 8114, Page 428, Deed Records of Travis County; being all of a 24.00 acre tract of land as described in a deed to Selwyn W. Ligon as recorded in Volume 5091, Page 348, Deed Records of Travis County; being a portion of a 93.00 acre tract of land called Tract III in a deed to Smith W. and Lillie Ligon as recorded in Volume 1563, Page 42, Deed Records of Travis County; being a portion of 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551, Deed Records of Travis County; being a portion of a 64.00 acre tract of land described in a deed to Selwyn W. Ligon, et. al. as recorded in Volume 5258, Page 2326, Deed Records of Travis County; and being all of that tract of land conveyed to Selwyn W. Ligon by Probate Cause No. 41,613 and Probate Cause No. 42,353, Probate Records of Travis County; the said 169.903 acre tract being more particularly described as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide State Highway described in a deed to The State of Texas as recorded in Volume 948, Page 96, Deed Records of Travis County; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, Deed Records of Travis County; for the most easterly northeast corner of the herein described tract;

THENCE, with the northwest line of F.M. 620 crossing the said 93.00 acre Tract III, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, 545.19 feet to a concrete monument found for a point of curvature;
- 2) A distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet and a chord which bears S 29° 05' 08" W, a distance of 618.93 feet to a concrete monument found for a point of tangency; and
- 3) S 16° 58' 24" W, 1221.92 feet to an iron pipe found for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 1619.55 acre tract of land described in a deed to 620 Investors as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, crossing the said 93.00 acre Tract III with the said northeast line of the 1619.55 acre tract for the southwest line of the herein described tract, the following six (6) courses and distances:

- 1) N 60° 00' 58" W, 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, passing at a distance of 315.06 feet the southeast corner of the said 24.00 acre tract recorded in Volume 5091, Page 348, Deed Records of Travis County; in all for a total distance of 465.06 feet to a 60-D nail found for an angle point;

11716 0174
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 2

May 22, 1965
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

- 3) N 19° 00' 43" W, 409.36 feet to a 60-D nail found for an angle point;
- 4) N 34° 47' 40" W, passing at a distance of 163.33 feet the southwest corner of the said 24.00 acre tract; being the most southerly corner of the said 64.00 acre tract recorded in Volume 5258, Page 2326 and the most southerly southeast corner of the said Scott 44.00 acre tract; in all for a total distance of 896.65 feet to an iron rod found;
- 5) N 34° 46' 24" W, 29.84 feet to a 60-D nail found for an angle point; and
- 6) N 12° 50' 14" W, 16.42 feet to an iron pipe found for an angle point in the south line of the said Scott 44.00 acre tract; being also the most easterly southeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County;

THENCE, crossing the said Scott 44.00 acre tract of land with the east line of 620 Investors 20.00 acre tract, the following two (2) courses and distances:

- 1) N 48° 35' 01" W, 1360.51 feet to an iron rod found for an angle point; and
- 2) N 07° 35' 34" E, 804.34 feet to an iron rod found in the north line of the Scott 44.00 acre tract in a south line of the said 1619.55 acre 620 Investors tract; being the northeast corner of the said 20 acre 620 Investors tract for the northwest corner of the herein described tract;

THENCE, with the said south line of the 1619.55 acre tract with the north line of the said 44.00 acre Scott tract, the following two (2) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point; and
- 2) S 61° 43' 38" E, passing at a distance of 120.26 feet the northeast corner of the said 44.00 acre Scott tract; in all for a total distance of 253.58 feet to an iron rod found for an angle point;

THENCE, continuing with the north line of the Ligon 64.00 acre tract and the south line of the 1619.55 acre 620 Investors tract, N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point;

THENCE, crossing the said 1619.55 acre tract with the north line of the said Ligon 64.00 acre tract, S88° 02' 15" E, 1309.43 feet to an iron pipe found for the northeast corner of the said Ligon 64.00 acre tract; being in the northwest line of the Selwyn W. Ligon Probate Cause No. 41,613 and Probate Cause No. 42,353 tracts being also in the said south line of the 1619.55 acre 620 Investors tract;

THENCE, with the northwest line of the Ligon Probate tract, and the said south line of the 1619.55 acre tract, N 58° 28' 45" E, 311.25 feet to an iron rod found for an ell corner of the 1619.55 acre tract; being the southwest corner of a called 37.78 acre tract of land described in a deed to M.H. Buntan, et.al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County;

11716 01 5
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 3

May 22, 1985
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

THENCE, continuing with the northwest line of the Ligon Probate tract and the southeast line of the M.H. Buntten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.98 feet to an iron pipe found for the most northerly corner of the Ligon Probate tract; being the most northerly northeast corner of the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County;

THENCE, with the southwest line of the Wigger 19.494 acre tract and the northeast line of the Ligon Probate tract, S 32° 59' 06" E, 1076.20 feet to an iron rod found for the most southerly corner of the said Matt Wigger 19.494 acre tract; also being in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in volume 8706, Page 549 of the Deed Records of Travis County; for an angle point in the northeast line of the herein described tract;

THENCE, with the southeast line of the Ligon Probate tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County;

THENCE, continuing with the said southeast line of the Ligon Probate Tract with the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an all corner in the herein described tract;

THENCE, crossing the said 93.00 acre Tract III with the southwest line of the said 5.00 acre tract, S 62° 39' 48" E, 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.903 acres of land, including 0.029 acres of land in conflict with the 1619.55 acre 620 Investors Tract as shown on Boundary Survey Plat No. 85017.

That I, Sam Long, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas
this the 10th day of June 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

11716 0178

"LESS AND EXCEPT"

EXHIBIT "A"

0.029 Acre Tract

Samuel Blakey Survey No. 32
July 9, 1985
85061

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 0.029 acre tract of land out of the Samuel Blakey Survey No. 32, Travis County, Texas; the said 0.029 acre tract being a portion of a 169.903 acre tract called 170.15 acres described in a deed to Selsco Land and Cattle Company as recorded in Volume 9165, Page 587 of the Deed Records of Travis County; the said 0.029 acre tract being more particularly described as follows:

COMMENCING at an iron rod found for the northeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County; the said iron rod being in the north line of a 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551 of the Deed Records of Travis County; being also the most northerly northwest corner of the said 170.15 acre tract; being also in a south line of a 1619.55 acre tract of land described in a deed to 620 Investors, Ltd. as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, with the said south line of the 1619.55 acre tract and the north line of the said 170.15 acre tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point;
- 2) S 61° 43' 38" E, 253.58 feet to an iron rod found for an angle point; and
- 3) N 76° 02' 22" E, 17.74 feet to an iron rod set for an angle point and the POINT OF BEGINNING of the herein described 0.029 acre tract;

THENCE, crossing the said 1619.55 acre tract with the north line of the said 170.15 acre tract, S 88° 02' 15" E, 1309.43 feet to an iron rod found for an angle point in the said south line of the 1619.55 acre tract and the said north line of the said 170.15 acre tract for the most easterly northeast corner of the herein described tract;

THENCE, crossing the said 170.15 acre tract with the said south line of the 1619.55 acre tract, the following two (2) courses and distances:

- 1) S 62° 32' 13" W, 3.96 feet to an iron rod found for an angle point; and
- 2) N 87° 57' 07" W, 1305.98 feet to the POINT OF BEGINNING of the herein described tract and containing 0.029 acres of land.

That I, Sam Long, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

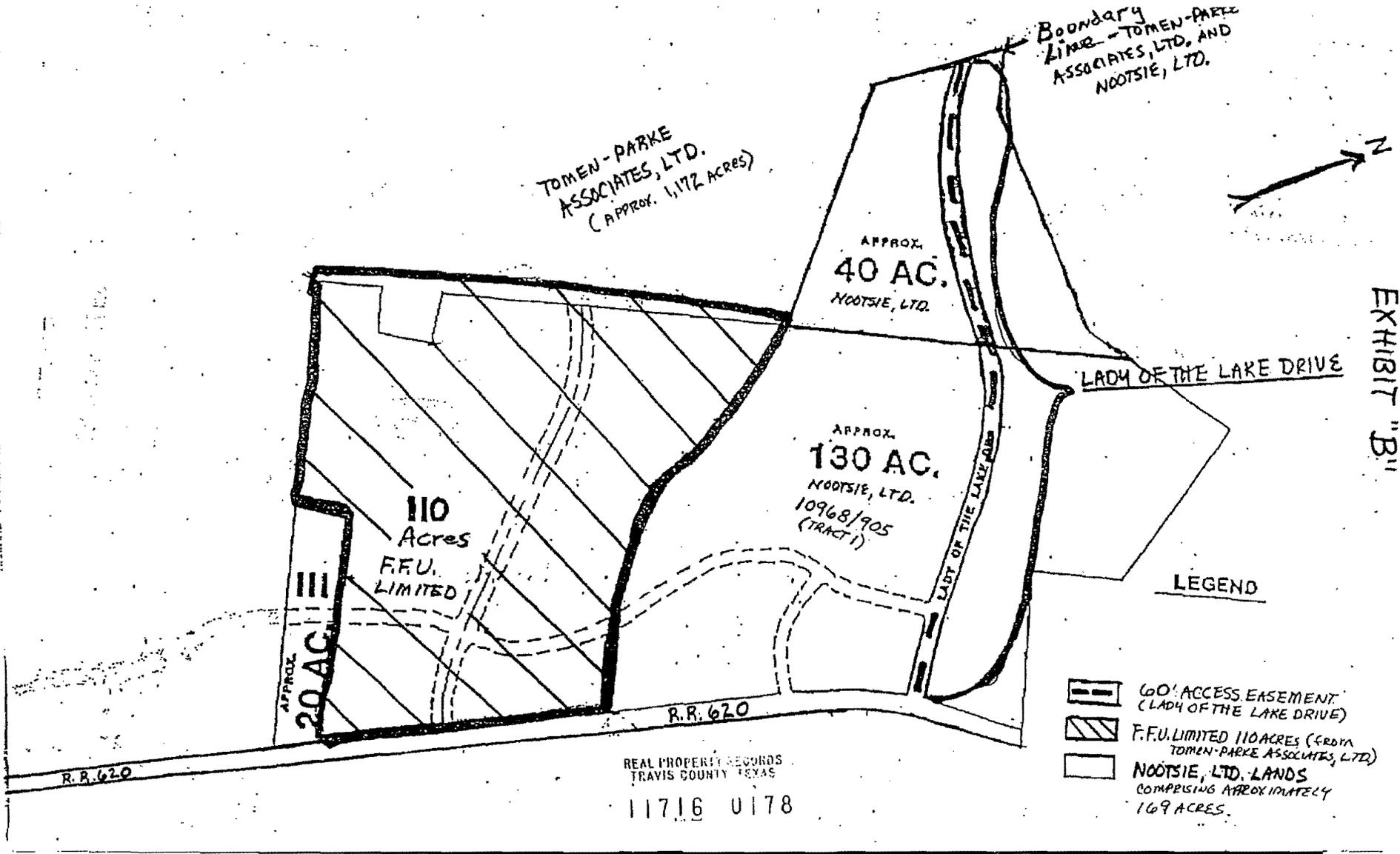
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of July 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0177

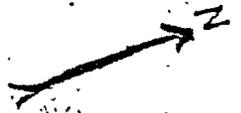


Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas



TOMEN-PARKE
ASSOCIATES, LTD.
(APPROX. 1,172 ACRES)

Boundary
Line - TOMEN-PARKE
ASSOCIATES, LTD. AND
NOOTSIE, LTD.



APPROX.
40 AC.
NOOTSIE, LTD.

APPROX.
130 AC.
NOOTSIE, LTD.
10968/905
(TRACT 1)

110
Acres
F.F.U.
LIMITED

APPROX.
20 AC.

LADY OF THE LAKE DRIVE

LADY OF THE LAKE DRIVE

LEGEND

-  60' ACCESS EASEMENT
(LADY OF THE LAKE DRIVE)
-  F.F.U. LIMITED 110 ACRES (FROM
TOMEN-PARKE ASSOCIATES, LTD.)
-  NOOTSIE, LTD. LANDS
COMPRISING APPROXIMATELY
169 ACRES.

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

11716 0178

EXHIBIT "B"

FILED

JUN 26 9 41 AM '92

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
above RECORDS of Travis County, Texas, on

JUN 28 1892



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0179

26.00
JK

DOC. NO.

EASEMENT

92059826

STATE OF TEXAS

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§
§

3:35 PM 3750

23.00 INDX
2 4 06/26/92

COUNTY OF TRAVIS

3:35 PM 3750

3.00 RECH
2 4 06/26/92
14.18-CHK#

920598.26-DOC#

That NOOTSIE, LTD., a Texas limited partnership, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, express or implied, is retained, has this day GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, hereinafter called "Grantee", a perpetual right-of-way and easement (the "Easement") sixty feet (60') in width for access, ingress and egress in, upon and across the following described property located in Travis County, Texas (the "Property"), to-wit:

169.903 acres of land and .029 acres of land, more or less, out of the A.E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14) and the Samuel Blakey Survey No. 32, Travis County, Texas, being also described as 168.873 acres of land, in (a) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 905, Real Property Records of Travis County, Texas, describing a tract of 151.706 acres, and (b) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 919, Real Property Records of Travis County, Texas, describing a tract of 16.873 acres; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all intents and purposes,

TO HAVE AND TO HOLD the right-of-way and easement granted herein perpetually to Grantee, and Grantee's successors, heirs and assigns, together with the right and privilege at any and all times to enter the Property covered by the Easement, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing the road or access way and appurtenances associated therewith.

The right-of-way and easement granted herein is subject to the following terms and conditions:

1. Character of Easement. The easement granted herein is appurtenant to a tract of land owned by Grantee immediately adjacent to the Property, said adjacent tract being more particularly described as follows:

1,172.7646 acres of land, more or less, out of the W.B.D. Smith Survey No. 74, Abstract 700 and various other Surveys located in Travis County, Texas and being more particularly described as Tracts I, II, III, IV and V in a Deed dated June 17, 1991 from 620 Investors, Ltd. to Tomen-Parke Associates, Ltd., recorded in Volume 11466, Page 828 of the Real Property Records of Travis County, Texas (the "adjacent tract").

2. Location of Easement. The right-of-way and easement herein granted shall be located as shown in Exhibit "B" attached hereto and incorporated herein by reference for all intents and purposes. The easement granted herein is intended to allow Grantee access to a road to be constructed across the Property and other acreage owned by Grantor (which proposed road is currently commonly known as Lady of the Lake Drive) which acreage is more specifically

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

described in the Access Easement of even date herewith executed by Grantor to Grantee comprising approximately 130 acres, more or less, so that Grantee will have access to the westerly and easterly boundaries of Grantee's adjacent tract. The location of the right-of-way and easement herein granted may be changed by the mutual consent of Grantor and Grantee, which consent shall not be unreasonably withheld. In addition, Grantor shall have the right to relocate the right-of-way and easement granted herein no later than the date a Preliminary Plat has been approved by the appropriate governmental authorities as to the Property or any part thereof, provided, however, Grantor's right to relocate shall be limited to the area more specifically described in Exhibit "B" attached hereto and incorporated herein by reference.

3. Duration of Easement. The right-of-way, easement and rights and privileges herein granted shall be perpetual. Grantor hereby binds itself, its successors, heirs and assigns, to warrant and forever defend the right-of-way, easement and rights and privileges herein described unto Grantee, its successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

4. Exclusiveness of Easement. The right-of-way and easement and rights and privileges granted herein are not exclusive, and Grantor may convey similar rights and easements or any other easement to any person so long as such conveyance does not materially diminish Grantee's rights with respect to the Property covered by the easement granted herein.

5. Ownership of Property. Grantor covenants that Grantor is the owner of fee simple title to the Property, that the conveyance of the easement granted herein is legally binding upon Grantor without the necessity of the approval, consent or joinder of any other person, party, authority or entity and that the undersigned representative has the full power and authority to execute this instrument on behalf of Grantor.

6. Access to Property; Repairs. For the same consideration recited above, Grantor hereby grants to Grantee the right to enter the Property along the Easement and to take all such actions at Grantee's expense as are reasonably necessary to carry out and fulfill the purposes for which the easement described herein has been granted, including construction of a roadway and removal of dirt, removal of rock, grading, removal of obstructions and cutting or trimming shrubs, brush and trees within the Easement. Grantee hereby covenants and agrees that all trees, shrubs and brush which Grantee is hereby authorized to cut shall be removed from the Easement by Grantee (they shall not be burned on the Property or the Easement). Grantee shall be responsible for all costs, fees and expenses related to the construction of any roadway and related improvements constructed by Grantee within the boundaries of the right-of-way and easement herein granted. Grantee hereby covenants and agrees that before doing any work or making any repairs which will interfere with any road or other arteries of transportation or interfere in any way with the operations of Grantor, its agents, employees, tenants, lessees and assigns, to notify Grantor in writing of such intent at least ten (10) days prior to commencement of work. Said notice shall be deemed to have been timely and properly given and delivered to Grantor (a) two (2) days after deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, (b) on the date actually delivered to Grantor in person or by duly appointed agent, (c) on the date transmitted by a legible telecopier or facsimile transmission, or (d) one (1) day after deposited at any overnight express mail service, and addressed to the Grantor at the following address: c/o Pohl, Brown & Associates, Inc., 13809 Research Blvd., Suite 1000, Austin, Texas 78750 or, as applicable, Fax No. (512) 335-1309; provided, however, that Grantor shall have the right to change its address for notice hereunder to any location within the continental United States by the giving of thirty (30) days prior written notice to Grantee in the manner set forth hereinabove. Grantee agrees that the abovementioned work or repairs shall be

completed as expeditiously as possible; provided, however, that Grantee shall conduct its operations upon said easement in a manner which will not unduly interfere with Grantor's operations.

7. Other Routes; Clean-Up. During the performance of its work or any subsequent maintenance, repair, removal, or replacement thereof, Grantee covenants to leave or arrange for reasonable crossing over said easement area to accommodate the passage of Grantor and those holding under Grantor, its agents, employees, tenants and lessees, as well as their vehicles; and Grantee further agrees that where the road it constructs crosses any road or other artery of transportation, construction will be such as not to unduly interfere with the use thereof, unless, prior to commencing said construction, Grantee shall make available equivalent or better alternate routes or crossings. Grantee agrees to cleanup, in a good and workmanlike manner, the debris caused by its construction so as to leave the Easement area free from fire hazard and in such condition as will not cause injury or damage to Grantor, its agents, employees, tenants and lessees. Grantee covenants that, after initial construction has been completed, not to cause, create, or permit to continue on the Easement area any unsightly or hazardous condition.

8. Indemnification. Grantee covenants and agrees at all times to indemnify and defend Grantor, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantee, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantor or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors. Grantor covenants and agrees at all times to indemnify and defend Grantee, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantor, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantee or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors.

9. Use by Grantor. Nothing herein contained shall affect the right of Grantor, or its successors and assigns, to go upon or across the right-of-way herein granted at any time for any purpose whatsoever, to the extent and for so long as such use will not interfere with the Grantee's rights hereunder. Grantors may make any reasonable use of the easement area, and Grantee accepts the rights granted to it hereunder burdened with such present or prospective reasonable use by Grantor, its successors and assigns to the extent that such use will not interfere with the Grantee's rights hereunder.

10. Subject to Covenants, etc. This grant is made subject to any and all valid and subsisting covenants, exceptions, stipulations, conditions, permissive uses, executory rights, interests, reservations, and mineral or royalty, either or both, interests in the oil, gas and other minerals, and leases thereof, if any, of whatsoever nature, and the rights of the holder of any interest therein and thereof, if any, now outstanding or affecting the property described herein and now of record in the office of the County Clerk of Travis County, Texas, but only to the extent they are still in force and effect.

11. Subject to Other Easements, etc. This grant is made subject to any and all easements, grants, reservations, and rights-of-way reflected by the Deed Records of Travis County, Texas, or which would be apparent by visual inspection upon the grounds whether for highways, roads, pipelines, electrical distribution or transmission lines, television cables, water lines, sanitary sewer lines, or for any other utilities or purposes heretofore granted or acquired affecting the lands and interests herein described, and as

to any such, the warranty herein does not apply and none shall be taken or implied.

12. Subject to Other Rights. This grant is made subject to any and all zoning laws, ordinances, regulations, and statutes of any governmental entity having jurisdiction of the premises described herein, now existing or which may hereafter exist by reason of any legal authority during the term of this conveyance. Subject to the above, Grantor reserves the following rights:

A. To place over, across, through, in, under, and alongside said Easement as many facilities and appurtenances, by way of illustration and not limitation, such as roads, streets, sidewalks, pipelines, electric power lines, telephone lines, television cable lines, water lines, sewer lines, drainage lines, including conduits therefor, and any and all other types of installations that Grantor, its heirs, executors, administrators, successors and assigns may desire, whether necessary or convenient, provided such facilities and appurtenances shall not in any way interfere with Grantee's exercise of its rights hereunder; and

B. The right to grant any and all other easements in, on, over, across, under, and alongside said Easement without remuneration to Grantee; provided such easements shall not in any way interfere with Grantee's exercise of its rights hereunder.

13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or oral modifications concerning this instrument shall be of no force and effect. All amendments or modifications hereto must be in writing and signed by all parties.

14. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs.

15. Binding Effect. The right-of-way and easement granted herein shall be deemed to run with the Property and the terms and conditions of this instrument shall be binding upon Grantor and Grantee and shall inure to the benefit of the Grantor and the Grantee and their respective personal representatives, successors and assigns.

EXECUTED to be effective as of the 15th day of June, 1992.

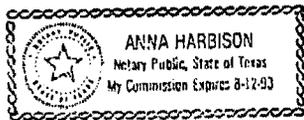
NOOTSIE, LTD., a Texas limited partnership

By: [Signature]
Gary F. Brown, General Partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of June, 1992, by Gary F. Brown, General Partner on behalf of NOOTSIE, LTD., a Texas limited partnership.

Anna Harbison
Notary Public, State of Texas
Print name: Anna Harbison
My commission expires: 8-12-93



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0183

EXHIBIT "A"

169.903 Acre Tract:

May 27, 1965
85017

A.E. Livingston Survey No. 455
G.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 169.903 acre tract of land out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 169.903 acre tract of land being all of a 1.633 acre tract of land described in a deed to Richard Scott recorded in Volume 8114, Page 428, Deed Records of Travis County; being all of a 24.00 acre tract of land as described in a deed to Selwyn W. Ligon as recorded in Volume 5091, Page 348, Deed Records of Travis County; being a portion of a 93.00 acre tract of land called Tract III in a deed to Smith W. and Lillie Ligon as recorded in Volume 1563, Page 42, Deed Records of Travis County; being a portion of 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551, Deed Records of Travis County; being a portion of a 64.00 acre tract of land described in a deed to Selwyn W. Ligon, et. al. as recorded in Volume 5258, Page 2326, Deed Records of Travis County; and being all of that tract of land conveyed to Selwyn W. Ligon by Probate Cause No. 41,613 and Probate Cause No. 42,353, Probate Records of Travis County; the said 169.903 acre tract being more particularly described as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide State Highway described in a deed to the State of Texas as recorded in Volume 948, Page 96, Deed Records of Travis County; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, Deed Records of Travis County; for the most easterly northeast corner of the herein described tract;

THENCE, with the northwest line of F.M. 620 crossing the said 93.00 acre Tract III, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, 545.19 feet to a concrete monument found for a point of curvature;
- 2) A distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet and a chord which bears S 29° 05' 08" W, a distance of 618.93 feet to a concrete monument found for a point of tangency; and
- 3) S 16° 58' 24" W, 1221.92 feet to an iron pipe found for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 1619.55 acre tract of land described in a deed to 620 Investors as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, crossing the said 93.00 acre Tract III with the said northeast line of the 1619.55 acre tract for the southwest line of the herein described tract, the following six (6) courses and distances:

- 1) N 60° 00' 58" W, 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, passing at a distance of 315.06 feet the southeast corner of the said 24.00 acre tract recorded in Volume 5091, Page 348, Deed Records of Travis County; in all for a total distance of 465.06 feet to a 60-D nail found for an angle point;

11716 0185
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 2

May 22, 1965
85017

A.E. Livingston Survey No. 455
G.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

- 3) N 19° 00' 43" W, 409.36 feet to a 60-D nail found for an angle point;
- 4) N 34° 47' 40" W, passing at a distance of 163.33 feet the southwest corner of the said 24.00 acre tract; being the most southerly corner of the said 64.00 acre tract recorded in Volume 5258, Page 2326 and the most southerly southeast corner of the said Scott 44.00 acre tract; in all for a total distance of 896.65 feet to an iron rod found;
- 5) N 34° 46' 24" W, 29.84 feet to a 60-D nail found for an angle point; and
- 6) N 12° 50' 14" W, 16.42 feet to an iron pipe found for an angle point in the south line of the said Scott 44.00 acre tract; being also the most easterly southeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County;

THENCE, crossing the said Scott 44.00 acre tract of land with the east line of 620 Investors 20.00 acre tract, the following two (2) courses and distances:

- 1) N 48° 35' 01" W, 1360.51 feet to an iron rod found for an angle point; and
- 2) N 07° 35' 34" E, 804.34 feet to an iron rod found in the north line of the Scott 44.00 acre tract in a south line of the said 1619.55 acre 620 Investors tract; being the northeast corner of the said 20 acre 620 Investors tract for the northwest corner of the herein described tract;

THENCE, with the said south line of the 1619.55 acre tract with the north line of the said 44.00 acre Scott tract, the following two (2) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point; and
- 2) S 61° 43' 38" E, passing at a distance of 120.26 feet the northeast corner of the said 44.00 acre Scott tract; in all for a total distance of 253.58 feet to an iron rod found for an angle point;

THENCE, continuing with the north line of the Ligon 64.00 acre tract and the south line of the 1619.55 acre 620 Investors tract, N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point;

THENCE, crossing the said 1619.55 acre tract with the north line of the said Ligon 64.00 acre tract, S88° 02' 15" E, 1309.43 feet to an iron pipe found for the northeast corner of the said Ligon 64.00 acre tract; being in the northwest line of the Selwyn W. Ligon Probate Cause No. 41,613 and Probate Cause No. 42,353 tracts being also in the said south line of the 1619.55 acre 620 Investors tract;

THENCE, with the northwest line of the Ligon Probate tract, and the said south line of the 1619.55 acre tract, N 58° 28' 45" E, 311.25 feet to an iron rod found for an ell corner of the 1619.55 acre tract; being the southwest corner of a called 37.78 acre tract of land described in a deed to M.H. Bunten, et.al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County;

11716 013
REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 3

May 22, 1985
85017
A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blskey Survey No. 32

THENCE, continuing with the northwest line of the Ligon Probate tract and the southeast line of the M.H. Bunten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.96 feet to an iron pipe found for the most northerly corner of the Ligon Probate tract; being the most northerly northeast corner of the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County;

THENCE, with the southwest line of the Wiggen 19.494 acre tract and the northeast line of the Ligon Probate tract, S 32° 59' 06" E, 1076.20 feet to an iron rod found for the most southerly corner of the said Matt Wiggen 19.494 acre tract; also being in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in volume 8706, Page 549 of the Deed Records of Travis County; for an angle point in the northeast line of the herein described tract;

THENCE, with the southeast line of the Ligon Probate tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County;

THENCE, continuing with the said southeast line of the Ligon Probate Tract with the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an all corner in the herein described tract;

THENCE, crossing the said 93.00 acre Tract III with the southwest line of the said 5.00 acre tract, S 62° 39' 48" E, 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.903 acres of land, including 0.029 acres of land in conflict with the 1619.55 acre 620 Investors Tract as shown on Boundary Survey Plat No. 85017.

That I, Sam Long, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of June 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0187



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

"LESS AND EXCEPT"

EXHIBIT "A"

0.029 Acre Tract

Samuel Blakey Survey No. 32
July 9, 1985
85061

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 0.029 acre tract of land out of the Samuel Blakey Survey No. 32, Travis County, Texas; the said 0.029 acre tract being a portion of a 169.903 acre tract called 170.15 acres described in a deed to Selsco Land and Cattle Company as recorded in Volume 9165, Page 587 of the Deed Records of Travis County; the said 0.029 acre tract being more particularly described as follows:

COMMENCING at an iron rod found for the northeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County; the said iron rod being in the north line of a 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551 of the Deed Records of Travis County; being also the most northerly northwest corner of the said 170.15 acre tract; being also in a south line of a 1619.55 acre tract of land described in a deed to 620 Investors, Ltd. as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, with the said south line of the 1619.55 acre tract and the north line of the said 170.15 acre tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point;
- 2) S 61° 43' 38" E, 253.58 feet to an iron rod found for an angle point; and
- 3) N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point and the POINT OF BEGINNING of the herein described 0.029 acre tract;

THENCE, crossing the said 1619.55 acre tract with the north line of the said 170.15 acre tract, S 88° 02' 15" E, 1309.43 feet to an iron rod found for an angle point in the said south line of the 1619.55 acre tract and the said north line of the said 170.15 acre tract for the most easterly northeast corner of the herein described tract;

THENCE, crossing the said 170.15 acre tract with the said south line of the 1619.55 acre tract, the following two (2) courses and distances:

- 1) S 62° 32' 13" W, 3.96 feet to an iron rod found for an angle point; and
- 2) N 87° 57' 07" W, 1305.98 feet to the POINT OF BEGINNING of the herein described tract and containing 0.029 acres of land.

That I, Sam Long, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of July 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0188



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

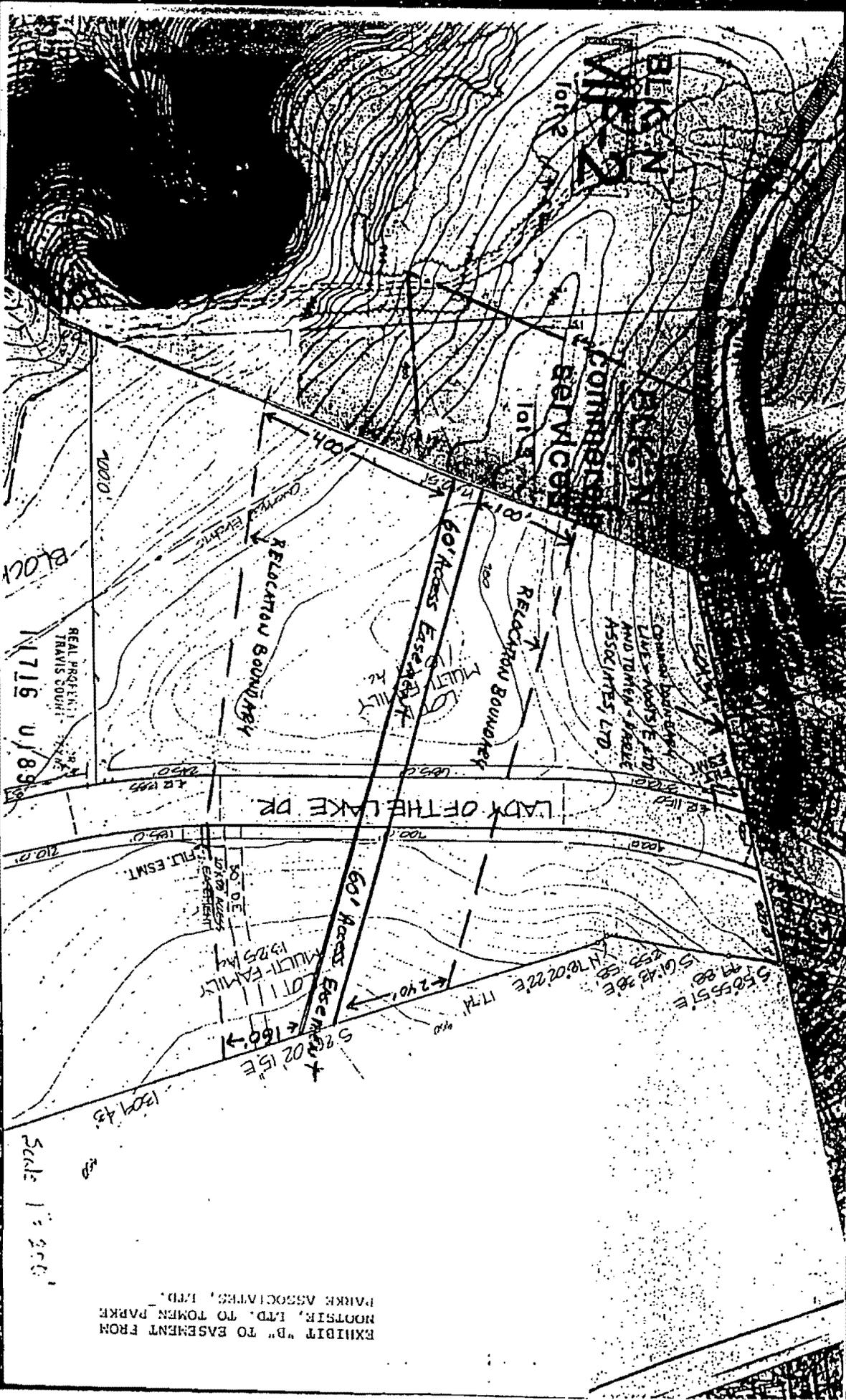


EXHIBIT "B" TO EASEMENT FROM
MOUNTAIN SERVICES, LTD. TO TOMEN PARK
ASSOCIATES, LTD.

Scale 1" = 200'

REAL PROJECT,
TRAVIS COUNTY

Block

N715 U/89

LOT 2

LOT 1

LOT 1

LOT 1

LOT 1

LOT 1

LOT 1

FILED
JUN 26 9 42 AM '92
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamp on hereon by me; each
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUN 26 1992



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0190

04-2519000851/ag

NO CHARGE



REL 2005007772

2 PGS

RELEASE OF EASEMENTS

DATE: December 22 2004

OWNER OF PROPERTY BENEFITED BY EASEMENTS ("BENEFICIARY"): **Travis County, Texas**
A political subdivision of the State of Texas

BENEFICIARY'S ADDRESS: Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767

EASEMENT NO. 1:

DATE: June 15, 1992

GRANTOR: Nootsie, Ltd., a Texas Limited Partnership

RECORDING INFORMATION: Volume 11716, Page 172, Real Property Records of Travis County, Texas.

EASEMENT NO. 2:

DATE: June 15, 1992

GRANTOR: Nootsie, Ltd., a Texas Limited Partnership

RECORDING INFORMATION: Volume 11716, Page 180, Real Property Records of Travis County, Texas.

For the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Beneficiary hereby **RELEASES AND VACATES** the Easements described above, and said Easements shall no longer have any force or effect.

When the context requires, singular nouns and pronouns include the plural.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

STATE OF TEXAS

*

COUNTY OF TRAVIS

*

*

This instrument was acknowledged before me, the undersigned authority, on December 22, 2004, by Samuel T. Bice for Travis County, in the capacity stated.



Cheryl E. Aker
 NOTARY PUBLIC - State of TEXAS

Return to:

LandAmerica Commonwealth
 LandAmerica Commonwealth Title of Austin
 Commercial Services
 1717 W. 6th Street, Suite 100
 Austin, TX 78703

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM

2005007772

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK
 TRAVIS COUNTY TEXAS

DOC. NO.
92115927

FILM CODE
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4700
BQ

STATE OF TEXAS *
COUNTY OF TRAVIS * ASSIGNMENT
* OF REAL ESTATE COMMISSION

This Assignment is made by POHL BROWN & BROWN II, INC., a Texas corporation ("Assignor"), and WILLIAM C. MARTIN ("Assignee"); and joined herein by William B. Pohl, Gary F. Brown, and Mary S. McGinnis (n/k/a Mary S. Cable) as Guarantors. Assignor and Assignee are licensed Texas real estate brokers.

4:16 PM 0113 37.00 INDX
1 4 11/24/92

Assignor has been granted an "exclusive listing" by NOOTSIE, LTD., a Texas limited partnership which owns land in Travis County, Texas, and thereby will be entitled to receive, at closing of the sale of NOOTSIE's land, a real estate commission.

4:16 PM 0113 5.00 RECM
1 4 11/24/92

Disputes have arisen between Assignor and Assignee, but they have decided to settle all of the issues between them. This Assignment is given in partial consideration for the settlement of those disputes, as more fully described in a Compromise & Settlement Agreement executed by Assignor and Assignee and others on or about this date.

20.59-CMK#
921159.27-DOC#

NOW, THEREFORE, the parties agree as follows:

1. Assignor, for good and valuable consideration, hereby assigns, transfers, and conveys to Assignee a portion of the proceeds payable to Assignor due to the obligation to pay real estate commissions to Assignor by NOOTSIE, LTD., to the extent as follows:

BEING one-half (1/2) of ONE (1) of the percentage "points" of the real estate commission that Assignor is entitled to from NOOTSIE, LTD., upon sale of NOOTSIE's property [i.e., equivalent to one-half percent (0.005) of the Purchase Price at the time of sale by NOOTSIE, LTD.]; the legal description of said property being attached hereto as Exhibit A.

2. The parties expressly agree that nothing herein contained shall be deemed to create a lien, encumbrance, or other cloud on the title to any real property owned by NOOTSIE, LTD., including but not limited to the real property described in the aforementioned Exhibit A.

3. This Assignment is being executed by Assignor and accepted by Assignee prior to the sale of the Property by NOOTSIE, LTD., and shall be binding upon Assignor, its successors and assigns, and its officers, directors, and shareholders.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXECUTED EFFECTIVE the 1st day of August
1991, on this 1st day of August 1991.

ASSIGNEE:

William C. Martin
William C. Martin

ASSIGNOR:

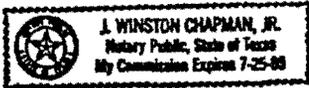
POHL BROWN & BROWN II, INC.

By: William B. Pohl
William B. Pohl
President

STATE OF TEXAS *
COUNTY OF TRAVIS *

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared William B. Pohl, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said POHL BROWN & BROWN II, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

1st day of August 1991.



[Signature]
NOTARY PUBLIC - State of TEXAS

This Assignment of Real Estate Commission is guaranteed jointly and severally by William B. Pohl, Gary F. Brown, and Mary S. McGinnis (n/k/a Mary S. Cable).

Date: 8-1-91 William B. Pohl
William B. Pohl

Date: 8-1-91 [Signature]
Gary F. Brown

Date: 8-6-91 Mary S. Cable
Mary S. McGinnis
n/k/a Mary S. Cable

jwc/2065-3g1.a9b

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

ASSIGNMENT: REAL ESTATE COMMISSION
Rev. 07.24.91

11820 0685

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/s1/Page 1

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 155.992 acre tract of land out of the A. E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J. L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 151.446 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to Selsco Land and Cattle Company as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 155.992 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract for the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the northwest line of F.M. 620 being the southeast line of the said 157.625 acre tract for the southeast line of the herein described tract, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for a point of curvature;
- 2) a distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet, and a chord which bears S 29° 05' 07" W, a distance of 618.93 feet to a concrete monument found; and
- 3) S 16° 58' 24" W, a distance of 1221.92 feet to an iron pipe found for the most southerly southeast corner of the said 157.625 acre tract for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 248.939 acre tract of land called 248.986 acres as described in a deed to 620 Investors as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, with the said northeast line of the 248.939 acre tract being the southwest line of the said 157.625 acre tract, for the southwest line of the herein described tract, the following four (4) courses and distances:

- 1) N 60° 00' 58" W, a distance of 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, a distance of 465.06 feet to a 60d nail found for an angle point;
- 3) N 19° 00' 43" W, a distance of 409.36 feet to a 60d nail found for an angle point; and
- 4) N 34° 47' 40" W, a distance of 896.65 feet to an iron rod found for the northwest corner of the said 248.986 acre tract of land, being also an angle point in the east line of a 712.300 acre tract of land described in a deed from Parke Investors, Ltd. to 620 Investors, Ltd., as recorded in Volume 10188, Page 859 of the Deed Records of Travis County, Texas;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0688

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 0910

EXHIBIT

A-1

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/sl/Page 2

THENCE, with an easterly line of the 712.300 acre tract of land for the southwest and west lines of the 157.625 acre tract and the herein described tract, the following four (4) courses and distances:

- 1) N 34° 46' 24" W, a distance of 29.84 feet to a 60d nail found for an angle point;
- 2) N 12° 50' 14" W, a distance of 16.42 feet to an iron pipe found for an angle point;
- 3) N 48° 35' 01" W, a distance of 1360.51 feet to an iron rod found for an angle point; and
- 4) N 07° 35' 34" E, a distance of 804.34 feet to an iron rod found for the northwest corner of the said 157.625 acre tract and the herein described tract;

THENCE, continuing with the easterly line of the 712.30 acre tract of land being the north line of the 157.625 acre tract and the herein described tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, a distance of 99.88 feet to an iron rod found for an angle point;
- 2) S 61° 43' 38" E, a distance of 253.58 feet to an iron rod found for an angle point; and
- 3) N 78° 02' 22" E, a distance of 17.74 feet to an iron rod found for the most westerly corner of a 0.029 acre tract of land described in a deed to Parke 620 North, Inc., as recorded in Volume 9259, Page 92 of the Deed Records of Travis County, Texas;

THENCE, with the south line of the said 0.029 acre tract of land being the north line of the said 157.625 acre tract, the following two (2) courses and distances:

- 1) S 87° 57' 07" E, a distance of 1305.98 feet to an iron rod found for an angle point; and
- 2) N 62° 32' 13" E, a distance of 3.96 feet to an iron pipe found for the most easterly corner of the said 0.029 acre tract of land;

THENCE, continuing with the said easterly line of the 712.300 acre tract being the north line of the 157.625 acre tract, N 58° 28' 45" E, a distance of 311.25 feet to an iron rod found for an ell corner in the easterly line of the 712.300 acre tract; being also the southwest corner of a 37.78 acre tract of land described in a deed to M. H. Bunten, et. al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County, Texas;

THENCE, continuing with the northwest line of the 157.625 acre tract being the southeast line of the M. H. Bunten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.98 feet to an iron pipe found for the most northerly corner of the said 157.625 acre tract and the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County, Texas; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County, Texas;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 09/11

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0689

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/sl/Page 3

THENCE, with the southwest line of the Wiggers 19.494 acre tract of land being the northeast line of the 157.625 acre tract, S 32° 59' 06" E, a distance of 1076.20 feet to an iron rod found for the most southerly corner of the said 19.494 acre tract; being also in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in Volume 8706, Page 549 of the Deed Records of Travis County, Texas; the said iron rod being an angle point in the northeast line of the herein described tract;

THENCE, continuing with the northeast line of the 157.625 acre tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, a distance of 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, a distance of 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County, Texas;

THENCE, continuing with the said northeast line of the 157.625 acre tract being the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, a distance of 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an ell corner in the northeast line of the herein described tract;

THENCE, with the southwest line of the 5.00 acre tract of land, S 62° 39' 48" E, a distance of 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.874 acres of land, SAVE AND EXCEPT the following described tracts: Tract Two - 5.402 acres; Tract Three - 1.868 acres; Tract Four - 1.828 acres; Tract Five - 3.151 acres and Tract Six - 1.633 acres, for a total net acreage of 155.992 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

20th day of June, 1988, A.D. WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0690

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 0912

Tract 6
1.633 Acre

G. H. Phillips Survey No. 14
June 16, 1988
88521.10/3318/s1

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.633 acre tract of land out of the G. H. Phillips Survey No. 14 (also known as the J. L. Peterson Survey No. 14), Travis County, Texas; the said 1.633 acre tract of land described in a deed to Cindy Scott as recorded in Volume 10466, Page 31 of the Deed Records of Travis County, Texas; the said 1.633 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an Iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said Iron pipe being the most southerly southeast corner of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said Iron rod being also in the north line of a 248.939 acre tract of land called 248.986 acres in a deed from 620 Parke Development, Inc. to 620 Investors Ltd., as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract of land, N 13° 41' 45" W, a distance of 2990.91 feet to an Iron rod found for the southeast corner and POINT OF BEGINNING of the herein described tract; the said Iron rod being N 65° 31' 40" W, a distance of 1892.36 feet from an Iron pipe found in the said northwest line of F.M. 620 for the most easterly northeast corner of the said 157.625 acre tract;

THENCE, continuing across the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 79° 37' 01" W, a distance of 230.94 feet to an Iron rod found for the southwest corner of the herein described tract;
- 2) N 10° 22' 51" E, a distance of 307.93 feet to an Iron rod found for the northwest corner of the herein described tract;
- 3) S 79° 41' 43" E, a distance of 230.90 feet to an Iron rod found for the northeast corner of the herein described tract; and
- 4) S 10° 22' 24" W, a distance of 308.24 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 1.633 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of June 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0691

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0691

EXHIBIT
A-2

Tract 2
5.402 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/Page 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 5.402 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 5.402 acre tract of land being all of Parcel 1 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 5.402 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most southerly southeast corner of a 155.992 acre tract of land described as 157.625 acres in a deed to SELSCO Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said iron rod being also in the north line of a 248.939 acre tract of land called 248.986 acres in a deed from 620 Parke Development, Inc. to 620 Investors Ltd., as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, leaving the said northwest line of F. M. 620 with the south line of the said 155.992 acre tract, being the said north line of the 248.939 acre tract, N 60° 00' 58" W, a distance of 102.63 feet to an iron rod found for the southeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of the 155.992 acre tract, being the said north line of the 248.939 acre tract, N 60° 00' 58" W, a distance of 261.59 feet to an iron rod found for the southwest corner of the herein described tract;

THENCE, leaving the said north line of the 248.939 acre tract and crossing the said 155.992 acre tract, the following five (5) courses and distances:

- 1) N 16° 58' 24" E, a distance of 911.51 feet to an iron rod found for the northwest corner of the herein described tract;
- 2) a distance of 151.79 feet with the arc of a non-tangent curve to the left having a central angle of 16° 24' 32", a radius of 530.00 feet and a chord which bears S 64° 49' 20" E, a distance of 151.27 feet to an iron rod found for a point of tangency;
- 3) S 73° 01' 36" E, a distance of 85.15 feet to an iron rod found for a point of curvature and the most northerly northeast corner of the herein described tract;
- 4) a distance of 31.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and a chord which bears S 28° 01' 36" E, a distance of 28.28 feet to an iron rod found for a point of tangency and the most easterly northeast corner of the herein described tract; and
- 5) S 16° 58' 24" W, a distance of 928.82 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 5.402 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1ST WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of Aug, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT

11820 0692

A-3

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.868 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.868 acre tract of land being all of Parcel 3 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 1.868 acre tract of land being more particularly described as follows:

COMMENCING at a concrete monument found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said concrete monument being in the southeast line of a 155.992 acre tract of land described as 157.625 acres in a deed to Selsco Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas, from which an iron pipe found for the most southerly southeast corner of the 155.992 acre tract of land bears N 16° 58' 24" E, a distance of 1221.92 feet;

THENCE, leaving the said northwest line of F.M. 620 and crossing the 155.992 acre tract of land, N 24° 23' 26" W, a distance of 145.00 feet to an iron rod found for the northeast corner and the POINT OF BEGINNING of the herein described tract; the said iron rod being the southeast corner of a 1.828 acre tract of land called Parcel 2 as described in the said Substitute Trustee's Deed to Franklin Savings Association as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas;

THENCE, continuing across the said 155.992 acre tract, the following seven (7) courses and distances:

- 1) a distance of 115.86 feet with the arc of a non-tangent curve to the left having a central angle of 04° 07' 48", a radius of 1607.39 feet and a chord which bears S 19° 02' 18" W, a distance of 115.84 feet to an iron rod found for a point of tangency;
- 2) S 16° 58' 24" W, a distance of 163.06 feet to an iron rod found for a point of curvature and the most easterly southeast corner of the herein described tract;
- 3) a distance of 31.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and a chord which bears S 61° 58' 24" W, a distance of 28.28 feet to an iron rod found for the most southerly southeast corner of the herein described tract;
- 4) N 73° 01' 36" W, a distance of 85.15 feet to an iron rod found for a point of curvature;
- 5) a distance of 139.00 feet with the arc of a non-tangent curve to the right having a central angle of 16° 56' 40", a radius of 470.00 feet and a chord which bears N 64° 33' 16" W, a distance of 138.49 feet to an iron rod found in concrete for the southwest corner of the herein described tract;
- 6) N 19° 08' 52" E, a distance of 374.96 feet to an iron rod found for the northwest corner of the herein described tract; the said iron rod being the southwest corner of the said 1.828 acre tract of land; and
- 7) S 50° 29' 57" E, a distance of 251.25 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.868 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1ST day of AUG, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0693

EXHIBIT

A-4

Tract 4
1.828 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318

STATE OF TEXAS §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 1.828 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.828 acre tract of land being all of Parcel 2 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 1.828 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County; the said concrete monument being in the southeast line of a 155.992 acre tract of land described as 157.625 acres in a deed to Selsco Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said concrete monument being N 16° 58' 24" E, a distance of 1221.92 feet from an iron pipe found for the most southerly southeast corner of the said 155.992 acre tract of land;

THENCE, leaving the said northwest line of F. M. 620 and crossing the 155.992 acre tract, N 24° 23' 26" W, a distance of 145.00 feet to an iron rod found for the southeast corner and POINT OF BEGINNING of the herein described tract; the said iron rod being the northeast corner of a 1.868 acre tract of land called Parcel 3 in the said Substitute Trustee's Deed to Franklin Savings Association as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas;

THENCE, continuing across the said 155.992 acre tract, the following five (5) courses and distances:

- 1) N 50° 29' 57" W, with the north line of the said 1.868 acre tract of land, a distance of 251.25 feet to an iron rod found for the southwest corner of the herein described tract;
- 2) N 37° 28' 09" E, a distance of 373.30 feet to an iron rod found in concrete for the northwest corner of the herein described tract;
- 3) S 52° 40' 41" E, a distance of 168.42 feet to an iron rod found for a point of curvature and the most northerly northeast corner of the herein described tract;
- 4) a distance of 30.36 feet with the arc of a curve to the right having a central angle of 86° 58' 03", a radius of 20.00 feet and a chord which bears S 09° 11' 39" E, a distance of 27.53 feet to an iron rod found for a point of reverse curvature and the most easterly northeast corner of the herein described tract; and
- 5) a distance of 369.93 feet with the arc of a curve to the left having a central angle of 13° 11' 10", a radius of 1607.39 feet and a chord which bears S 27° 41' 47" W, a distance of 369.11 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.828 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

151 WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of Aug 6, 1989, A.D.



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0694

EXHIBIT

A-5

Tract 5
3.151 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/C

6

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 3.151 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 3.151 acre tract of land being all of Parcel 4 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 3.151 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County; the said iron pipe being the most easterly northeast corner of a 1.419 acre tract of land described in a deed to Nootsie, Ltd., Trustee, as recorded in Volume 10760, Page 1081 of the Deed Records of Travis County, Texas; the said iron pipe being also the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County, Texas;

THENCE, leaving the northwest line of F. M. 620 with the north line of the 1.419 acre tract being the south line of the Briggs 5.00 acre tract, N 62° 39' 48" W, a distance of 102.85 feet to an iron rod found for the northeast corner and POINT OF BEGINNING of the herein described tract; the said iron rod being the northwest corner of the said 1.419 acre tract of land;

THENCE, leaving the south line of the Briggs 5.00 acre tract of land with the west line of the said 1.419 acre tract being the east line of the herein described tract, the following five (5) courses and distances:

- 1) S 40° 51' 15" W, a distance of 523.18 feet to an iron rod found in concrete for a point of curvature;
- 2) a distance of 65.60 feet with the arc of a curve to the left having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears S 39° 41' 06" W, a distance of 65.60 feet to an iron rod found for a point of reverse curvature and the most easterly southeast corner of the herein described tract;
- 3) a distance of 31.00 feet with the arc of a curve to the right having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears S 82° 55' 08" W, a distance of 27.99 feet to an iron rod found for a point of tangency and the most southerly southeast corner of the herein described tract; the said iron rod being the southwest corner of the said 1.419 acre tract of land;
- 4) N 52° 40' 41" W, a distance of 200.29 feet to an iron rod found in concrete for the southwest corner of the herein described tract; and
- 5) N 37° 32' 15" E, passing at a distance of 10.00 feet an iron rod found for the southeast corner of a 4.500 acre tract of land described in the said deed to Nootsie, Ltd., Trustee as recorded in Volume 10760, Page 1081 of the Deed Records of Travis County, Texas; in all for a total distance of 562.75 feet to an iron rod found in the said south line of the 5.00 acre tract for the northwest corner of the herein described tract; the said iron rod found being the northeast corner of the said 4.500 acre tract of land;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0695

EXHIBIT

A-6

Tract 5
3.151 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/C

THENCE, with the said south line of the 5.00 acre tract, for the north line of the herein described tract, S 62° 39' 40" E, a distance of 257.00 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 3.151 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1st WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of April, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0696

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 4.500 acre tract of land out of the A.E. Livingston Survey No. 455, Travis County, Texas; the said 4.500 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 4.500 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract;

THENCE, leaving the said northwest line of F.M. 620 with the northeast line of the said 157.625 acre tract, N 62° 39' 48" W, a distance of 359.85 feet to an iron rod found for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the north line of and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) S 37° 32' 15" W, a distance of 552.75 feet to an iron rod found for the most southerly corner of the herein described tract;
- 2) N 52° 40' 41" W, a distance of 282.69 feet to an iron rod found for a point of curvature of a curve to the right;
- 3) A distance of 94.90 feet with the arc of a curve to the right having a central angle of 03° 53' 41", a radius of 1396.05 feet, and a chord which bears N 50° 43' 50" W, a distance of 94.88 feet to an iron rod set for the most westerly corner of the herein described tract; and
- 4) N 37° 32' 15" E, a distance of 483.01 feet to an iron rod set on the northeast line of the said 157.62 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the said northeast line of the 157.625 acre tract, S 62° 39' 48" E, a distance of 383.59 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 4.500 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0697

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1084

~~EXHIBIT A-1~~

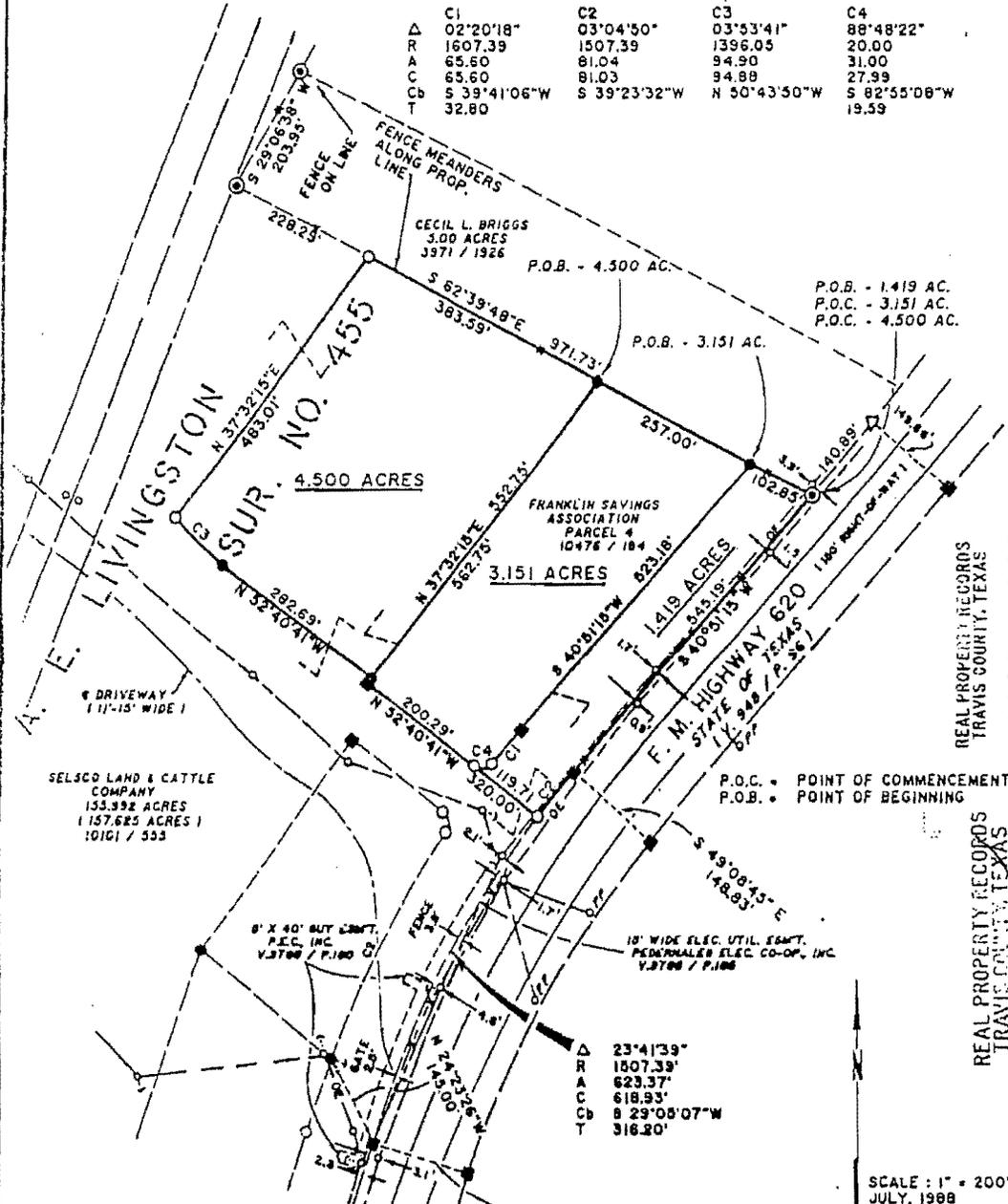
EXHIBIT

A-7

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.50	31.00
C	65.60	81.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0698

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1085

P.O.C. • POINT OF COMMENCEMENT
P.O.B. • POINT OF BEGINNING

SCALE : 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

- LEGEND :**
- FOUND IRON PIPE ○
 - FOUND IRON ROD ●
 - SET IRON ROD ○
 - FOUND CONCRETE MONUMENT ■

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.



Sam Long 7/29/88
DATE
SAM LONG
REGISTERED PUBLIC SURVEYOR
NO. 4331, STATE OF TEXAS

CSEI		CAPITAL SURVEYING COMPANY (INCORPORATED)
1330 Capital of Texas Highway South Austin, Texas 78748		Building 1, Suite 500 (512) 327-4000
DRAWN BY: pb	SCALE: 1" = 200'	P.L. 673
JOB NO.: 88521.20	DATE: JULY, 1988	SHEET NO.:
FILE NO.: CB502B	DISC: SAM 13 A	

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.419 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.419 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 1.419 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract and the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the said northwest line of F.M. 620 for the southeast line of the herein described tract, the following two (2) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for the point of curvature of a non-tangent curve to the left;
- 2) a distance 81.04 feet with the arc of the said non-tangent curve to the left having a central angle of 03° 04' 50", a radius of 1507.39 feet, and a chord which bears S 39° 23' 32" W, a distance of 81.03 feet to an iron rod set for the most southerly southeast corner of the herein described tract;

THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 52° 40' 41" W, a distance of 119.71 feet to an iron rod set for the most westerly southwest corner of the herein described tract;
- 2) a distance of 31.00 feet with the arc of a curve to the left having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears N 82° 55' 08" E, a distance of 27.99 feet to an iron rod set for a point of reverse curvature;
- 3) a distance of 65.60 with the arc of a curve to the right having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears N 39° 41' 06" E, a distance of 65.60 feet to an iron rod found in concrete for a point of tangency; and
- 4) N 40° 51' 15" E, a distance of 523.18 feet to an iron rod found in the northeast line of the said 157.625 acre tract for the most northerly northwest corner of the herein described tract;

THENCE, with the said northeast line of the said 157.625 acre tract, S 62° 39' 48" E, a distance of 102.85 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.419 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0699

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1086

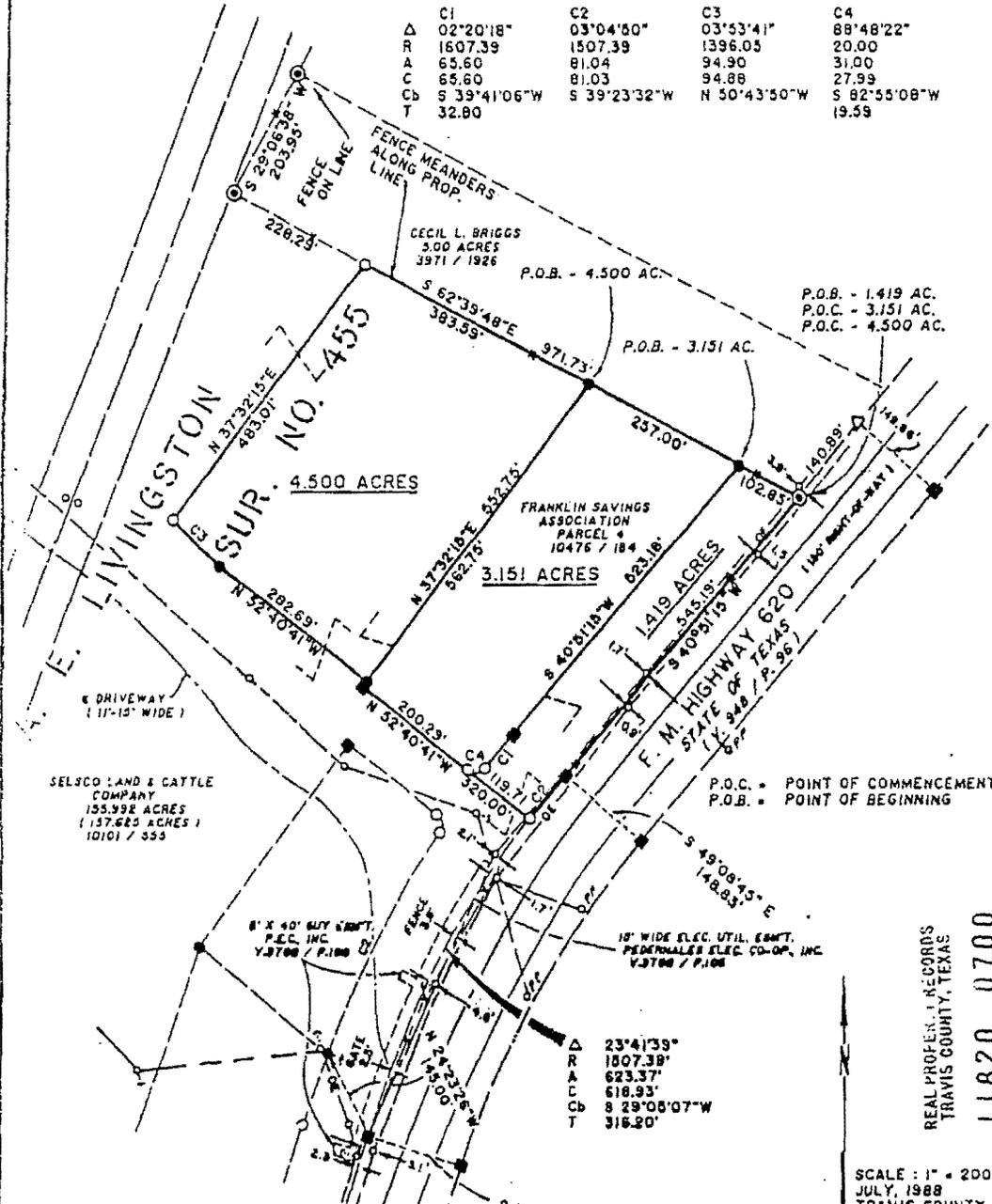
EXHIBIT
A-8

~~EXHIBIT A-2~~

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.90	31.00
C	65.60	81.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59

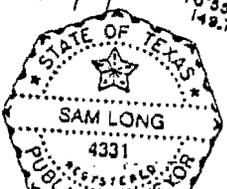


REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0700

SCALE: 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

LEGEND :
○ FOUND IRON PIPE
● FOUND IRON ROD
■ SET IRON ROD
■ FOUND CONCRETE MONUMENT

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.



Sam Long 7/25/88
DATE
REGISTERED PUBLIC SURVEYOR
NO. 4331, STATE OF TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

CSCI		CAPITAL SHIVE WINO COMPANY INCORPORATED
3200 Capital of Texas Highway South Austin, Texas 78702		Building 1 Austin 220 1111 377-4001
DRAWN BY: pb	SCALE: 1" = 200'	P.R. 673
JOB NO.: 88521.20	DATE: JULY, 1988	SHEET NO. 1
FILE NO.: C85028	DISC: SAM 15 A	

10788 1087
10010 1087

FILED

1992 NOV 24 PM 4:12

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

NOV 24 1992



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:

William C. Martin
1701 Convin Blvd.
Austin, TX 78728

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0701

148

STATE OF TEXAS §
COUNTY OF TRAVIS §

MEMORANDUM OF AGREEMENT

NOOTSIE, LTD. ("NOOTSIE"), and SELSCO LAND & CATTLE COMPANY ("SELSCO") are executing this instrument for the purposes of giving public notice of the fact that they have entered into an agreement which imposes certain obligations upon NOOTSIE, and grants certain rights to SELSCO related to the real property described below (the "Property"). The parties have also entered into an agreement providing for the release by SELSCO of NOOTSIE's obligations to SELSCO related to the Property.

9:03 AM 9983

9.00 INDX
1 1 03/13/93

The Property which is the subject of this Memorandum, as well as the obligations of NOOTSIE, is located in Travis County, Texas, and more particularly described as:

9:03 AM 9983

5.00 RECM
1 1 05/13/93
930514.87-DGC#
21.67-CHK#

That certain 121.677 acres, which is composed of 12 separate parcels of land, which parcels are described as the 11 tracts (two of the parcels being described together) as follows:

Tract 1: Lot 4, Block B, of the proposed PARKE NORTH Subdivision, being a certain 11.141-acre tract labelled "2-4-B" on the attached Exhibit A;

Tract 2: Lot 2, Block B, of the proposed PARKE NORTH Subdivision, being a certain 17.507-acre tract labelled "2-2-B" on the attached Exhibit A;

Tract 3: Lot 3, Block B, of the proposed PARKE NORTH Subdivision, being a certain 10.150-acre tract labelled "2-3-B" on the attached Exhibit A;

Tract 4: Lot 5, Block B, of the proposed PARKE NORTH Subdivision, being a certain 16.962-acre tract labelled "2-5-B" on the attached Exhibit A;

Tract 5: Lot 7, Block A, of the proposed PARKE NORTH Subdivision, being a certain 4.561-acre tract labelled "3-7-A" on the attached Exhibit A;

Tract 6: Lot 6, Block A, of the proposed PARKE NORTH Subdivision, being a certain 3.924-acre tract labelled "3-6-A" on the attached Exhibit A;

Tract 7: Lot 5, Block A, of the proposed PARKE NORTH Subdivision, being a certain 2.028-acre tract labelled "3-5-A" on the attached Exhibit A;

Tract 8: Lot 4, Block A, of the proposed PARKE NORTH Subdivision, being a certain 1.791-acre tract labelled "3-4-A" on the attached Exhibit A;

Tract 9: Lot 3A, Block C, of the proposed PARKE NORTH Subdivision, being a certain 2.341-acre tract labelled "3-3-C2" on the attached Exhibits A & A-1 [which is the western portion of the old Lot 3, Block C (labelled "3-3-C" on Exhibit A), which used to be 6.841 acres before the eastern 4.50 acres of it was sold];

together with Lot 1, Block C, of the proposed PARKE NORTH Subdivision, being a certain 15.016-acre tract labelled "2-1-C" on the attached Exhibit A;

Tract 10: That tract of 4.062 acres which lies along and adjacent to the western boundary line of F.M. 620 as labelled "4.062 acres" on the attached Exhibit A;

Tract 11: Lot 2, Block C, of the proposed PARKE NORTH Subdivision, being a certain 32.194-acre tract labelled "2-2-C" on the attached Exhibit A;

together with that certain 1.633-acre tract described on Exhibit B attached.

EXECUTED EFFECTIVE the 1st day of March 1993.

SELSCO LAND & CATTLE COMPANY

By: Selwyn W. Ligon
Selwyn W. Ligon
Sole Proprietor

NOOTSIE, LTD.

By: POHL BROWN & BROWN II, INC.
General Partner

By: Gary F. Brown
Gary F. Brown, Vice President

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

ACKNOWLEDGED BEFORE ME by Selwyn W. Ligon, as Sole Proprietor of SELSCO LAND & CATTLE COMPANY, on this 1st day of MARCH 1993, on behalf of said company.

Angela Faith Walton
NOTARY PUBLIC - State of TEXAS
ANGELA FAITH WALTON
Notary Public, State of Texas
My Commission Expires
NOV. 14, 1995

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

ACKNOWLEDGED BEFORE ME by Gary F. Brown, as Vice President of POHL BROWN & BROWN II, INC., the General Partner for NOOTSIE, LTD., on this 1st day of MARCH 1993, on behalf of said corporation and limited partnership.

J. WINSTON CHAPMAN, JR.
Notary Public, State of Texas
My Commission Expires 7-25-93

[Signature]
NOTARY PUBLIC - State of TEXAS

JWC/gsl
jwc/2065-5b3.e9y

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11935 1377

MEMO: AGRMT.
Rev. 03.04.93

Return to: Phyllis J. Donelson
Heritage Title Company
301 Congress, Suite 450
Austin, Texas 78701
GF # 198 697

11935 1378
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

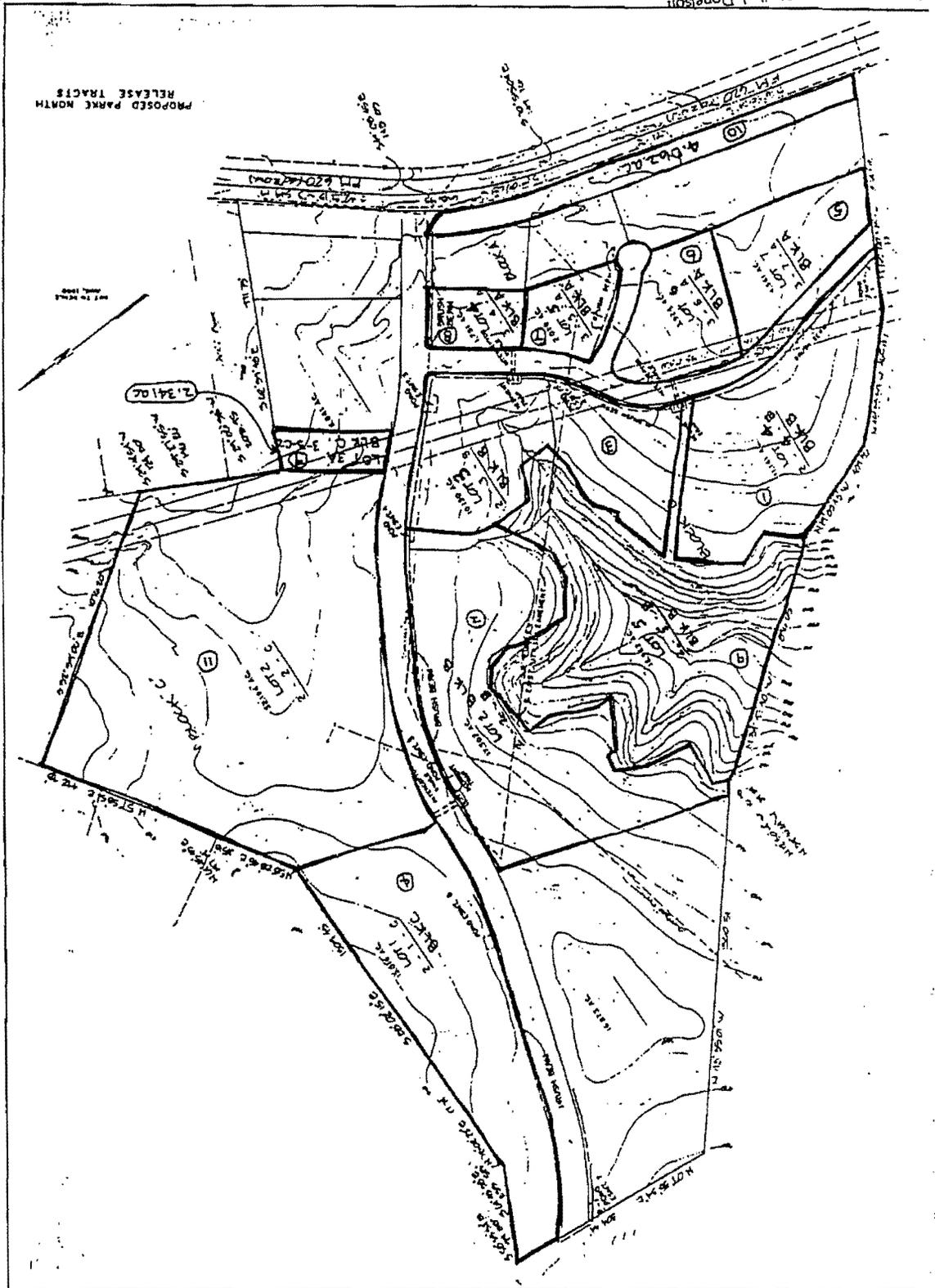


EXHIBIT 'A'

102 100

1933 1939

FILED

93 MAY 13 PM 4:56

DANA T. BAUYOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stated herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, as

MAY 18 1933



Dana T. Bauyoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recreation this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11935 1379

04-2519000851/ag

NO CHARGE



WD

2005007774

11 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed of record in the public records: Your social security number or your driver's license number. Tex. Prop. Code § 11.008.

WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF TRAVIS §

That, Nootsie, Ltd., a Texas limited partnership, hereinafter referred to as "GRANTOR" whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the state of Texas, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads (collectively, the "Property"), to wit:

120.622 acres of land, out of the G. H. PHILLIPS SURVEY NO. 14 (A/K/A THE J. L. PETERSON SURVEY NO. 14), the A. E. LIVINGSTON SURVEY NO. 455 and the SAMUEL BLAKEY SURVEY NO. 32, in Travis County, Texas, said 120.622 acres being more particularly described by metes and bounds in **Exhibit "A"**, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, subject to the matters set forth in this Warranty Deed.

This conveyance is made subject to:

1. The Permitted Exceptions set forth in **Exhibit "B"** to this Warranty Deed, which Exhibit is attached hereto and made a part hereof; and
2. the terms and conditions set forth in **Exhibit "C"** to this Warranty Deed, which Exhibit is attached hereto and made a part hereof.

GT
January 2005
EXECUTED this 12 day of ~~December~~ 2004.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: 

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

EXECUTED this 19th day of ~~December~~ January 2005.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: _____

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

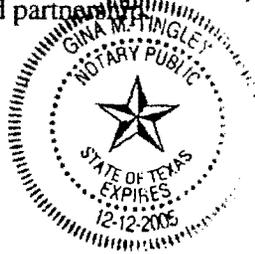
By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

Paul Vanpriecken
by authorization
of.

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, ~~2005~~, 2004, on behalf of said corporations and said limited partnership.



Gina M. Tingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

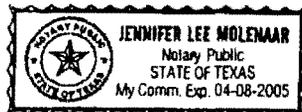
STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Vangrieken,} ~~David E. Castilla,~~ as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molemaar
NOTARY PUBLIC - State of TEXAS



EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the **POINT OF BEGINNING**, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

EXHIBIT B
To Warranty Deed
PERMITTED EXCEPTIONS

This conveyance is made subject to the following liens, restrictions, covenants, reservations, conditions, and easements:

1. Restrictive covenants recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Real Property Records of Travis County, Texas;
2. Easement for electric transmission and/or distribution lines executed by Smith W. Ligon and wife, Nellie S. Ligon, to Pedemales Electric Cooperative, Inc., dated March 18, 1956, recorded in Volume 1793, Page 395 of the Real Property Records of Travis County, Texas;
3. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas;
4. Mineral interest, as described in instrument executed by Selwyn Waverley Ligon, Richard Leon Scott, Joyce Scott Wells and Richard Langford Scott to Virginia Ligon Scott, dated December 10, 1983, recorded in Volume 8418, Page 551 of the Real Property Records of Travis County, Texas;
5. Mineral and/or royalty interest, as described in instrument executed by Richard Leon Scott and wife, Virginia Ligon Scott to Richard Langford and wife, Cindy B. Scott, dated December 30, 1983, recorded in Volume 8418, Page 653 of the Real Property Records of Travis County, Texas;
6. Overhead utility lines with poles and guys traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
7. Encroachment of the septic tank, wood barn, well on concrete and 1 story rock and wood house over the 60 foot wide access easement traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
8. Protrusion of the fences over the northerly most property lines as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004.

EXHIBIT C
To Warranty Deed
ADDITIONAL TERMS & CONDITIONS

BASIS FOR CALCULATING REIMBURSABLE COST: In the event Travis County fails to fully comply with the terms and conditions for long-term conservation set forth in Regional Permit #PRT-788841, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's Section 6 grant from the FWS, and the dollars used as a match for the grant shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with A, B, and C, below, as per instructions from FWS, the awarding agency:

- A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the County and Texas Parks and Wildlife Department ("TPWD"). The intent of the negotiations shall be to ensure that both the County and TPWD receive a share of the real property that is proportionate, as nearly feasible, to their share of the funds used to purchase such real property; or
- B. Provide the FWS with real property that is of equal value agreed upon by the County and TPWD and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the County and TPWD and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the County and TPWD.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM 2005007774

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Return to:

 **LandAmerica
Commonwealth**
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

04-2519000851/129

NO CHARGE



EASE 2005007775

14 PGS

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

EASEMENT & RIGHT-OF-WAY

The parties to this Agreement are **Nootsie, Ltd.**, a Texas limited partnership ("Nootsie", or "Grantor"), and **Travis County, Texas**, a political subdivision of the State of Texas ("Travis County", or "Grantee").

Grantor is the owner of those certain tracts of land situated in Travis County, Texas, conveyed to it in Deeds recorded in Volume 10760, Page 1081, Volume 11006, Page 861 and Volume 11935, Page 1373, all of the Real Property Records of Travis County, Texas, save and except any portion thereof contained within the Travis County Tract, described below (together, the "Nootsie Tract").

Grantee is the owner of that certain tract of land which adjoins the Nootsie Tract, and which is described as follows:

A tract of land containing 120.622 acres and being out of and a part of the A. E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14, and the Samuel Blakey Survey No. 32, and being more particularly described by metes and bounds in **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "**Travis County Tract**").

The Nootsie Tract and the Travis County Tract adjoin each other with a common boundary line.

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, SELL, and CONVEY unto Grantee a perpetual, non-exclusive access easement and right-of-way upon and across the Nootsie Tract for the purpose of ingress and egress to and from the Travis County Tract, subject to the restrictions and reservations contained herein.

The easement shall be located as shown graphically on the attached **Exhibit "C"** (the **"Access Tract"**). The Access Tract is more particularly described by metes and bounds in **Exhibit "B"**, attached hereto.

The access easement granted above is non-exclusive, and Grantor reserves the right to construct, locate, and maintain a permanent roadway or driveway in the Access Tract in connection with Grantor's development of the Nootsie Tract, provided that the roadway or driveway shall not materially hinder or preclude Grantee's access to the Travis County Tract. The easement granted hereby does not include, but rather expressly prohibits, the right to utilize the easement for parking or any use other than ingress, egress, regress, and right-of-way. Further, Grantor reserves the right to relocate the Access Tract if, in Grantor's reasonable discretion, such relocation is necessary for Grantor's development of its remaining property. Notwithstanding the foregoing, a relocation of the Access Tract shall not materially adversely affect Grantee's access to the Travis County Tract.

In addition to the easement granted above, Grantor hereby grants and conveys to Grantee a temporary license and easement to use the existing private dirt road (the "Temporary Easement Area"), currently extending from RM 620 to the Travis County Tract, for access to and from the Travis County Tract until such time as Nootsie or its successors or assigns desire to develop the Nootsie Tract. The Temporary Easement Area is shown on Exhibit "C" attached hereto, and shall be limited to an area that extends 10 feet on either side of the existing dirt road. Grantor may terminate the temporary easement granted herein at any time by filing a notice of such termination in the Official Public Records of Travis County, Texas and delivering a true and correct copy thereof to Travis County, provided that any such termination may not occur until and unless Grantor has first provided for access to the Travis County Tract over and across the Access Tract that is of at least the same quality as the access provided by the temporary easement. A temporary and private dirt road in the Access Tract shall be sufficient access to allow the termination of the temporary easement.

Grantor shall not be required to maintain the existing dirt road located in the Temporary Easement Area. Any such maintenance shall be the sole responsibility of Grantee.

Notwithstanding anything to the contrary contained herein, neither of the easements granted by this instrument shall be construed to grant any rights of access to the public. The easements granted hereby are granted only to the Grantee for private access to the Travis County Tract, and do not entitle or enable any public access to the Travis County Tract.

Grantor grants the above-described easements to Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, the said premises unto the Grantee, subject to the terms, conditions and restrictions contained herein. This grant of easements shall run with the land.

The easement is further made and accepted subject to all restrictions, covenants, reservations, conditions, liens, and other easements of record applicable to the Nootsie Tract, and to all zoning laws, regulations, and ordinances of municipal and governmental authorities having any jurisdiction over each property, and to *ad valorem* taxes. *wsl*

EXECUTED EFFECTIVE this 12th day of ~~December~~ ^{January} 2004. *5 wsl*

NOOTSIE, LTD.
A Texas limited partnership

By: 
William B. Pohl
President, Pohl, Brown & Associates, Inc.
President, Pohl, Brown & Brown II, Inc.
General Partners

By: _____
David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

Grantor shall not be required to maintain the existing dirt road located in the Temporary Easement Area. Any such maintenance shall be the sole responsibility of Grantee.

Notwithstanding anything to the contrary contained herein, neither of the easements granted by this instrument shall be construed to grant any rights of access to the public. The easements granted hereby are granted only to the Grantee for private access to the Travis County Tract, and do not entitle or enable any public access to the Travis County Tract.

Grantor grants the above-described easements to Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, the said premises unto the Grantee, subject to the terms, conditions and restrictions contained herein. This grant of easements shall run with the land.

The easement is further made and accepted subject to all restrictions, covenants, reservations, conditions, liens, and other easements of record applicable to the Nootsie Tract, and to all zoning laws, regulations, and ordinances of municipal and governmental authorities having any jurisdiction over each property, and to *ad valorem* taxes.

EXECUTED EFFECTIVE this 14th day of ~~December 2004~~ January 2005

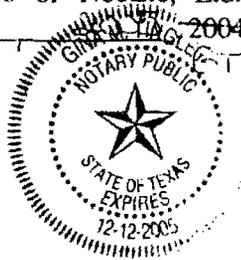
NOOTSIE, LTD.
A Texas limited partnership

By: _____
William B. Pohl
President, Pohl, Brown & Associates, Inc.
President, Pohl, Brown & Brown II, Inc.
General Partners

By: _____ *Paul Vengsishan*
David E. Castilla *by authorization of*
President, GCA Nootsie GP, LLC
General Partner

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, 2004, on behalf of said corporations and said limited partnership.



Jimmy Jingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Van Grieken} ~~David E. Castilla~~, as ~~President~~ of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molenaar
NOTARY PUBLIC - State of TEXAS

Return to:

 LandAmerica
Commonwealth
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

Chaparral

EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the POINT OF BEGINNING, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

Chaparral

EXHIBIT "B"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**1.804 ACRE TRACT (TRACT II)
NOOTSIE, LTD.**

A DESCRIPTION OF 1.804 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.804 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the curving west right-of-way line of R. M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE North 19°58'54" East, with the west line of the Pedernales Electric Cooperative easement a distance of 98.82 feet to a 1/2" rebar with cap set;

THENCE South 53°58'42" East, departing the west line of the electric easement, continuing over and across the 155.992 acre tract, at a distance of 207.87 feet passing a cotton spindle found at the west corner of a 4.500 acre tract described in a Warranty Deed to Nootsie, Ltd. dated August 4, 1988 and recorded in Volume 10760, Page 1081 of the Real Property Records of Travis County, Texas, and continuing along the southwest line of the said 4.500 acre tract for a total distance of 585.35 feet to a 1/2" rebar found at the south corner of the 4.500 acre tract, being in the

northwest line of a 3.151 acre tract described in said Volume 11006, Page 861;

THENCE South 35°45'09" West, continuing over and across the 155.992 acre tract, along the northwest line of the said 3.151 acre tract, a distance of 9.92 feet to a 1/2" rebar found with cap in concrete at the southwest corner of the 3.151 acre tract;

THENCE South 54°31'09" East, continuing over and across the 155.992 acre tract, in part with the southwest line of the 3.151 acre tract and in part with the southwest line of a 1.419 acre tract described in said Volume 10760, Page 1081, at a distance of 200.31 feet passing a 1/2" rebar found at a common corner of the 3.151 acre tract and the said 1.419 acre tract, and continuing along the southwest line of the 1.419 acre tract for a total distance of 319.97 feet to a 1/2" rebar found in the curving west right-of-way line of R. M. 620 North, at the south corner of the 1.419 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 324+91.1 bears North 37°34'13" East, a chord distance of 80.77 feet;

THENCE with the west right-of-way line of R. M. 620, being the east line of the 155.992 acre tract, along a curve to the left, having a radius of 1507.69 feet, an arc length of 80.17 feet, and a chord which bears South 34°30'44" West, a distance of 80.16 feet to the **POINT OF BEGINNING**, containing 1.804 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

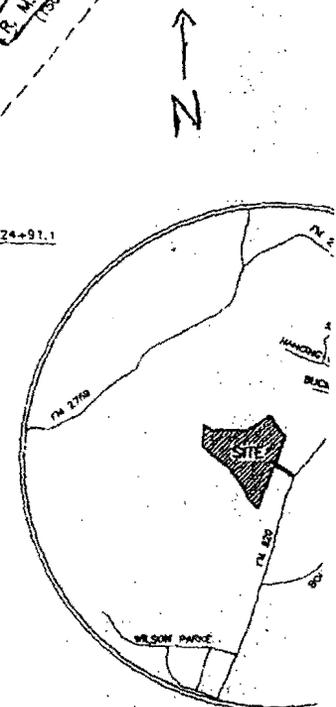
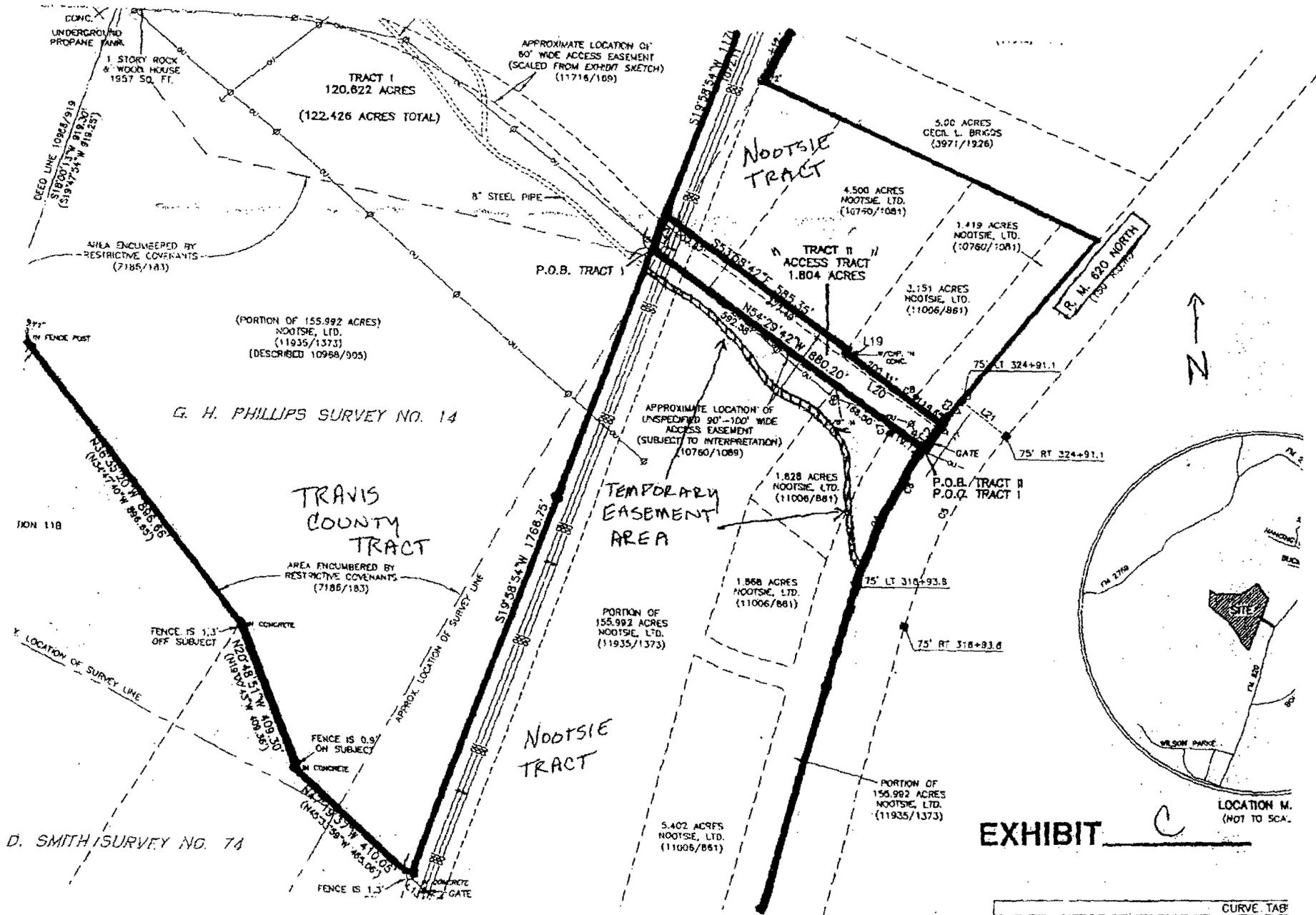


EXHIBIT C

CURVE TAB				
NO.	DELTA	RADIUS	TAN	ARC

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM 2005007775

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

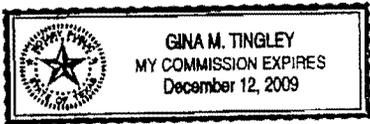
REQUIREMENTS

SCHEDULE C

NOTARIAL CERTIFICATE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

ACKNOWLEDGED BEFORE ME by the said **William B. Pohl, as President of Pohl, Brown & Associates, Inc.**, on this 5 day of May, 2006.



Gina M. Tingley
NOTARY PUBLIC -- State of TEXAS

Return:

Beverly Fisher / Cantey Hanger L.L.P.
400 W 15th St suite 200
Austin TX 78701

EXHIBIT A
Legal Description of Property

That property that is approximately 49.292 acres in the vicinity of the north side of Hwy 620 of the official records of Travis County, Texas, further described as part of the A.E. Livingston Survey No. 455 and the G.H. Phillips No. 14 (also known as the J.L. Peterson Survey No. 14), in Travis County, Texas, being a portion of a 155.992 acre tract described in a special warranty deed to Nootsie, Ltd. dated March 4, 1993 and recorded in Volume 11935, page 1373 of the real property records of Travis County, Texas, further described in Volume 10968, page 905 of the real property records of Travis County, Texas, and being all of a 4.5 acre tract and a 1.419 acre tract, together comprising 5.919 acres described in a warranty deed to Nootsie, Ltd., trustee, dated August 4, 1988 and recorded in Volume 10760, page 1081 of the real property records of Travis County, Texas, and being all of a 5.402 acre tract, a 1.868 acre tract, a 1.828 acre tract, and a 3.151 acre tract, together comprising 12.249 acres described in a special warranty deed to Nootsie, Ltd., dated August 17, 1989 and recorded in Volume 11006, page 861 of the real property records of Travis County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 May 05 03:16 PM 2006083629

RANEYJ \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014
Prepared By/Phone Number: David Salazar
Office of the Travis County Judge
512-854-9555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge

Commissioners Court Sponsor:

AGENDA LANGUAGE:

APPROVE PURCHASE OF TITLE INSURANCE FOR REAL ESTATE TRANSACTION WITH PARK PROPERTIES I FOR THE BALCONES CANYONLANDS PRESERVE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By: Wendy Connally **Phone #:** (512) 854-78214

Division Director/Manager: Jon White

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding the First Amendment of a Conservation Easement between Concordia University and Travis County in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Concordia University and Travis County partner in a conservation easement, executed in 2007, adding 250.65 acres to Balcones Canyonlands Preserve (BCP). The partnership has been positive and provides an important contribution to our Balcones Canyonlands Conservation Plan (BCCP) completion strategy in the Upper Bull Creek macrosite. The site provides habitat for the Golden-cheeked Warbler and spring protection for the newly listed Jollyville Plateau Salamander.

As part of Concordia's planned development this fall, they need to satisfy the City of Austin's tree mitigation requirement through donation of one acre to Travis County, contiguous to the current BCP conservation easement. The City of Austin is supportive of this compliance strategy.

STAFF RECOMMENDATIONS:

Staff recommends acceptance of the one acre contiguous with existing BCP.

ISSUES AND OPPORTUNITIES:

This adds one acre to the BCP, countable for Travis County BCCP mitigation and decreases, to a small degree, configuration (edge-to-area) issues in that particular macrosite.

FISCAL IMPACT AND SOURCE OF FUNDING:

None anticipated. Added management and monitoring costs on the additional one acre will not be onerous or significant.

ATTACHMENTS/EXHIBITS:

First Amendment to Conservation Easement between Concordia University and Travis County.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	NREQ Director	TNR	(512) 854-7212
Chris Gilmore	Attorney	Attorney's Office	(512) 854-9455

CC:

Bob Moore		Comm. Daugherty's Office	(512) 854-9387

: :
0901 - BCP -

FIRST AMENDMENT TO CONSERVATION EASEMENT AGREEMENT

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

PREAMBLE

This First Amendment to Conservation Easement Agreement ("First Amendment") is made by and between Concordia University Texas, a Texas non-profit corporation, formerly Concordia University at Austin, ("Grantor".) and Travis County, a political subdivision of the State of Texas ("Grantee").

RECITALS

1. Grantor and Grantee are parties to that certain "Conservation Easement Agreement" which is recorded as Document No. 2007106613 in the Official Public Records of Travis County, Texas (the "Conservation Easement Agreement").

2. Under the terms of Paragraph 22 of the Conservation Easement Agreement, the Grantor and Grantee have the right: (a) to amend the Agreement provided such amendment will not (a) be contrary to or conflict with the purposes of the Conservation Easement, (b) result in a termination of the Conservation Easement, or (c) affect in any way the qualification of the Conservation Easement or the status of Grantee under any applicable laws, including without limitation, Section 170(h) of the Internal Revenue Code.

3. Grantor and Grantee now desire to increase the number of acres in the Preserve Tract under the Conservation Easement Agreement from 250.65 acres to 251.65, subject to the terms, provisions and agreements set forth in this First Amendment.

4. Grantor and Grantee desire that the additional acres added to the Preserve Tract under the terms of this First Amendment be used for mitigation under the Regional Plan and managed in the same manner as the original Preserve Tract described in the Conservation Easement Agreement.

5. By Articles of Amendment To Articles of Incorporation of Concordia University at Austin filed in the office of the Secretary of State of Texas, Grantor changed its name to Concordia University Texas.

AGREEMENT

Now therefore, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor and Grantee hereby agree as follows:

1. Addition to the Preserve Tract. The real property shown in Exhibit A-1, attached hereto and incorporated herein by reference, is hereby added to the Preserve Tract and is now to be managed and considered part of the Preserve Tract under the terms of the Conservation Easement Agreement.

2. Defined Terms. All terms defined in the Conservation Easement Agreement and delineated in this First Amendment by initial capital letters shall have the same meanings in this First Amendment as are ascribed to such terms in the Conservation Easement Agreement, except to the extent that the meaning of any such term is specifically modified by the provisions of this First Amendment. Other terms not defined in the Conservation Easement Agreement, but defined in this First Amendment, will, when delineated with initial capital letters, have the meanings ascribed to such terms in this First Amendment. Terms and phrases, which are not delineated by initial capital letters in this First Amendment, shall have the meanings commonly ascribed thereto.

3. Effect of Amendment. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Conservation Easement Agreement shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants of the Conservation Easement Agreement, as amended hereby, shall remain in full force and effect. The terms of and provisions of the Conservation Easement Agreement, as amended by this instrument, are hereby ratified and confirmed, and this First Amendment and the Conservation Easement Agreement shall be construed as one instrument. In that regard, this First Amendment and the Conservation Easement Agreement, including all exhibits to such documents, constitute the entire agreement between the parties relative to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any inconsistency, the terms and provisions of this First Amendment shall control over and modify the terms and provisions of the Conservation Easement Agreement.

4. Multiple Counterparts. This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

Executed by the undersigned effective as of the date of final execution set out herein below.

GRANTOR:

CONCORDIA UNIVERSITY TEXAS,
a Texas non-profit corporation

By: 
Name: CHARLES G. BELCHER
Title: EXEC VP PRES
Date: 7/1/2014

GRANTEE:

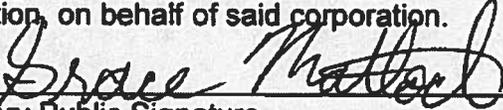
TRAVIS COUNTY,
a political subdivision of the State of Texas

By: _____
Samuel T. Biscoe
County Judge
Date: _____

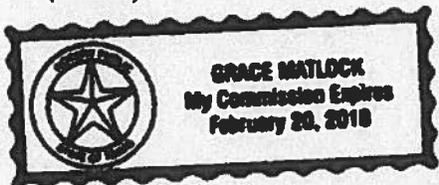
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 1st day of JULY, 2014 by CHARLES G. BELCHER EXEC VP of Concordia University Texas, a Texas non-profit corporation, on behalf of said corporation.


Notary Public Signature

(SEAL)



THE STATE OF TEXAS §

COUNTY OF TRAVIS §
 §

This instrument was acknowledged before me on the ____ day of _____, 2014 by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

(SEAL)

Notary Public Signature



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

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

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "A-L"

**PORTION OF LOT 2, BLOCK A,
AMENDED PLAT OF LOTS 2, 3
AND 4, SCHLUMBERGER
SUBDIVISION**

**J.E. LINN SURVEY, ABSTRACT NO. 492
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 1.000 ACRES (APPROXIMATELY 43,560 SQ. FT.) IN THE J.E. LINN SURVEY, ABSTRACT NO. 492, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, AMENDED PLAT OF LOTS 2, 3 AND 4, SCHLUMBERGER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO CONCORDIA UNIVERSITY OF AUSTIN, IN A SPECIAL WARRANTY DEED, DATED MARCH 29, 2007 AND RECORDED IN DOCUMENT NO. 2007060160 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with "SA GARZA" cap found at the southwest corner of said Lot 2, being the southeast corner of Lot 1, Block A, Canyon at Rock Harbour, a subdivision of record in Document No. 200000026 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar with plastic cap in concrete found for an angle point in a west line of said Lot 2, being the northeast corner of Lot 1, Block A, Archstone One at Canyon Creek, a subdivision of record in Document No. 200000027 of the Official Public Records of Travis County, Texas, bears North 17°56'42" East, a distance of 2659.72 feet;

THENCE, North 58°12'09" East, crossing said Lot 2, a distance of 2820.80 feet to a calculated point in the south line of that tract of land described as 230.68 acres in a conservation easement agreement described in Document No. 2007106613 of the Official Public Records of Travis County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof, from which an angle point in the south line of said 230.68 acre tract bears South 32°23'59" West, a distance of 48.01 feet;

THENCE, crossing said Lot 2, with the south line of the said 230.68 acre tract, the following four (4) courses and distances:

1. North 27°43'01" East, a distance of 211.38 feet to a calculated point;
2. North 32°23'59" East, a distance of 126.17 feet to a calculated point for the

northernmost corner hereof;

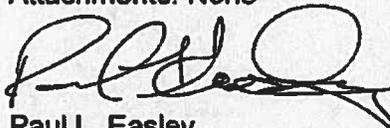
3. South 30°28'18" East, a distance of 140.24 feet to a calculated point;
4. South 03°51'02" East, a distance of 177.37 feet to a calculated point for the southwest corner hereof, from which a 1/2" iron rod found at an angle point in the south line of the said 230.68 acre tract, being the south line of said Lot 2, and being the north line of that tract of land called 41.143 Acres in a deed to the City of Austin, of record in Document No. 2007229038 of the Official Public Records of Travis County, Texas, bears South 03°51'02" East, a distance of 304.92 feet; South 08°29'02" West, a distance of 179.00 feet; South 19°01'18" West, a distance of 402.17 feet; South 06°13'47" West, a distance of 156.86 feet; and South 48°37'30" West, a distance of 276.12 feet;

THENCE, North 89°02'10" West, leaving the said 230.68 acre tract and continuing across said Lot 2, a distance of 248.98 feet to the POINT OF BEGINNING, containing 1.000 acres of land, more or less.

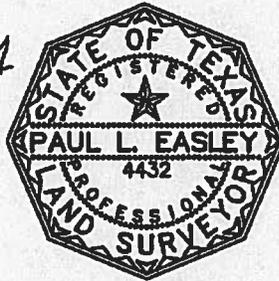
Surveyed on the ground June 18, 2014.

Bearing Basis: Grid Azimuth for Texas Central Zone State Plane Coordinates based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS).

Attachments: None

 06/19/14

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432
TBPLS Firm No. 10124500



REFERENCES

TCAD Property ID: 768380
Austin Grid map D-35



Travis County Commissioners Court Agenda Request

Meeting Date: July 8, 2014

Prepared By/Phone Number: Gloria Souhami, (512) 854-4229

Elected/Appointed Official/Dept. Head:

Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE SIGNATURE AUTHORITY FOR UNDERAGE DRINKING PREVENTION PROGRAM DIRECTOR FOR LETTERS OF SUPPORT FOR RELATED COMMUNITY PROGRAMS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014
Prepared By/Phone Number: Susan Bell/49587
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir
Commissioners Court Sponsor:

AGENDA LANGUAGE:

Provide the Court a brief update on the status of STAR Vote™ and discuss recent feature in Discover Magazine.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Lock the vote

BY JULIE REHMEYER, DESIGN BY ALISON MACKEY

Three years ago, Dana DeBeauvoir, a county clerk in Austin, Texas, had a problem. Soon she'd have to replace the aging voting machines her county had bought eight years earlier. Congress had ponied up the money for those machines, driven by the hanging chad debacle in Florida's 2000 election. But this time, the feds weren't coughing up any cash.

Even if she had the money, though, she didn't like her choices. Computer scientists had been sounding alarms about the rampant security flaws in voting machines for years, and the manufacturers hadn't responded. So DeBeauvoir took a very unusual step: She gave the keynote speech at a computer voting security conference, challenging the assembled computer scientists to build her the voting system of her dreams.

She outlined four requirements. First, the system had to use inexpensive, off-the-shelf hardware. Second, voters had to know that their votes were counted accurately and that the election outcome was correct. Third, voter privacy had to be protected — in particular, vote-selling had to be impossible, allowing no way for a voter to show anyone else their vote. And finally, it had to be convenient and practical, requiring few extra steps for voters or election officials.

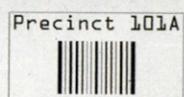
Dan Wallach, a computer scientist from Rice University who was in the audience, was electrified. He and a few hand-picked colleagues flew to Austin and got to work. Their central tool was cryptography, the same idea that allows you to safely send your credit card number over the Internet via

encrypted numbers. They named the system STAR-Vote: Secure, Transparent, Auditable and Reliable Voting System.

It essentially creates an automatic recount every election, without the expense of lawyers and the immense effort involved in traditional methods. "The auditing process happens largely electronically, so it's cheap," Wallach says. Not, he adds, that money should necessarily be the top concern when democracy is at stake.

The STAR-Vote system works like this:

1. Check in to receive a token.



Barcode scanner reduces input errors

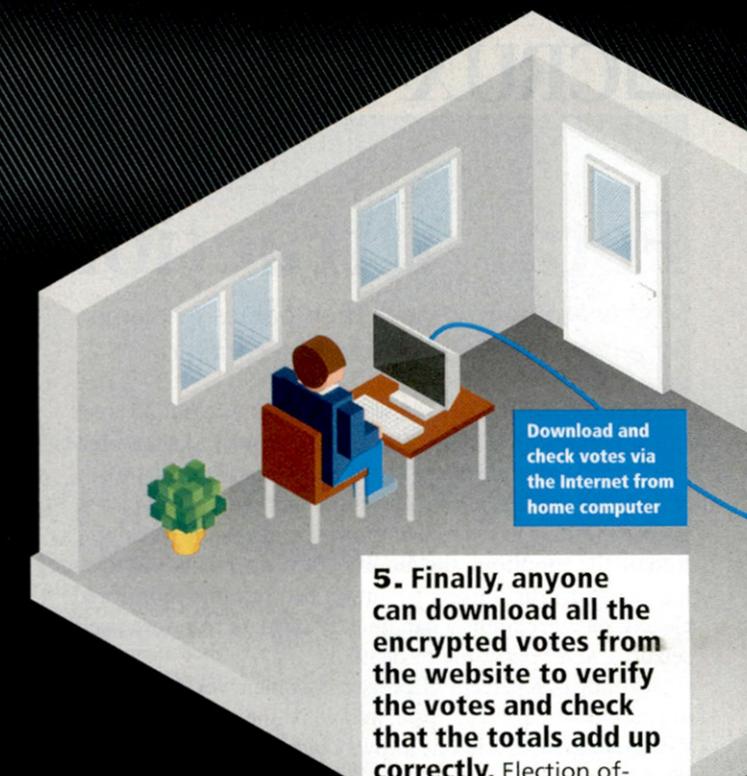
2. Controller scans token and exchanges it for a unique authentication slip.

Auth: 52794

Thermal receipt printer uses less energy than laser or inkjet, allowing the system to continue to operate on batteries in a power outage



Dana DeBeauvoir challenged a group of academics to design a better voting system for her county.



Download and check votes via the Internet from home computer

5. Finally, anyone can download all the encrypted votes from the website to verify the votes and check that the totals add up correctly. Election officials can then prove that the vote totals they have announced reflect all the votes — without revealing any individual's vote.

3. Voter selects candidates on a computer, which prints out a paper ballot showing whom they voted for.

Off-the-shelf touch-screen technology

Printer

Printed ballot

4. To finish voting, the voter confirms the choices then takes it to a ballot box, which scans and records the vote. This creates a paper trail that allows for old-fashioned recounts.

VERIFIED BALLOTS

Vote verification, in two ways:

VERIFY VOTE. Voters keep a take-home receipt with their authentication number and a website that contains an encrypted version of each ballot. Voters can then confirm that each of their votes was indeed counted by decoding it with the authentication number.

VERIFY MACHINE. Voters can also check that the machines are correctly encrypting their vote: Before they put their ballot in the scanner, voters can decide instead to spoil their ballot and ask the machine to hand over the keys to decode the encrypted receipt. If the unencrypted version doesn't match the printed ballot, they've caught the machine cheating. Either way, the voter would then have to return to the computer to vote again, because their vote doesn't count until the ballot makes it to the ballot box.

PORTRAIT: COURTESY DANA DEBEAUVOIR/TRAVIS COUNTY CLERK; ILLUSTRATED ELEMENTS: PILARIS/SHUTTERSTOCK



TRAVIS COUNTY TAX OFFICE
BRUCE ELFANT
TAX ASSESSOR AND COLLECTOR

5501 AIRPORT BOULEVARD
AUSTIN, TX 78751
(512) 854-9473

June 27, 2014

MEMORANDUM FOR THE COUNTY JUDGE SAM BISCOE
PRECINCT 1, COMMISSIONER RON DAVIS
PRECINCT 2, COMMISSIONER SARAH ECKHARDT
PRECINCT 3, COMMISSIONER KAREN HUBER
PRECINCT 4, COMMISSIONER MARGARET GÓMEZ

FROM: Bruce Elfant, Tax Assessor-Collector
SUBJECT: New Tax Assessment and Collection Agreement Between Travis
County and North Austin Municipal Utility District No. 1

Dear Judge and Commissioners:

The Agreement for Assessment and Collection Services attached hereto provides that the County Tax Assessor-Collector perform tax assessment and collection services for North Austin Municipal Utility District No. 1, as requested by the entity to consolidate the assessment and collection of property taxes within the entity, which is located wholly in Travis County.

If you should have any concerns or comments, please do not hesitate to call me at 4-7969.

Attachment: Agreement for Assessment and Collection Services

BE/vr

cc: Katherine Dulany, Legal Assistant, Armbrust & Brown, PLLC

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

KATHERINE DULANY
(512) 435-2365
kdulany@abaustin.com

June 25, 2014

VIA HAND DELIVERY

Mr. Bruce Elfant
Travis County Tax Assessor/Collector
5501 Airport Boulevard
Austin, Texas 78751

Re: North Austin Municipal Utility District No. 1

Dear Mr. Elfant:

Enclosed please find two (2) partially-executed Tax Collection Agreements between Travis County and the above-referenced District, which was approved and executed at the District's June 18, 2014 Board meeting. Please have this Agreement submitted to the Commissioner's Court for consideration and approval. If approved, please have the Agreements signed where-noted and forward one (1) fully-executed Agreement to me for the District's files.

In the event you have any questions or need any further information, please do not hesitate to contact me.

Cordially yours,



Katherine Dulany,
Legal Assistant to **Armbrust & Brown, PLLC**

Enclosure

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

This agreement ("Agreement") is between the County of Travis (the "County"), a political subdivision of the State of Texas, the Travis County Attorney, and North Austin Municipal Utility District No. 1 (the "MUD"), a local governmental entity, duly organized and existing under Texas laws.

RECITALS

This Agreement's parties wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of the County. This is done to eliminate duplication of services, which promotes governmental efficiency. The parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to the MUD and that the Travis County Attorney represent the MUD in enforcing the taxes. This Agreement is authorized by Texas Property Tax Code sections 6.23, 6.24 and 6.30, and by Texas Government Code Chapter 791, which is known as the Interlocal Cooperation Act. Given this, the parties mutually agree as follows:

1.0 Performance. The County's assessment and collection of each year's property taxes will begin not earlier than October 1 of the current tax year and will be completed not later than September 30 of the following tax year, unless the County finds extension to be necessary.

2.0 Services to be Performed.

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County will assess and collect the ad valorem property taxes owing to the MUD with regard to all properties on the MUD's tax roll, except for those properties on the MUD's tax roll that are located outside of the County. The County will also collect the delinquent taxes owing to the MUD, as this Agreement provides, including enforcing the collection of the delinquent taxes, except for delinquent taxes on properties located outside of the County. The County, however, will handle pending lawsuits for the collection of delinquent taxes on properties located outside of the County as provided in this Agreement's subsection 9.02. For ad valorem property taxes, including delinquent taxes, that the County collects as specified in this subsection, the County further agrees to perform for the MUD all the duties related to assessing and collecting taxes for the MUD that Texas law provides.

2.02 Performing Functions and Consolidated Tax Statements. For ad valorem property taxes and delinquent taxes that the County collects for the MUD under this Agreement, the County will perform all the functions set out in subsection 12.01. In connection to that, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement will include taxes owed to all taxing units to which the taxpayer owes taxes, except those units that have not contracted with the County for the assessment and collection of its taxes and except for taxes owed to the MUD on properties located outside of the County. The County will mail the tax statements to each taxpayer or authorized agent of property within the MUD that is covered under this Agreement.

2.03 *Tax Assessor/Collector for MUD.* The MUD designates the Travis County Tax Assessor-Collector as its tax assessor and tax collector for all purposes under the Texas Tax Code, with respect to the collection of ad valorem taxes on property within the MUD, except for property located outside of the County.

2.04 *Copy of Tax Roll.* The County will provide the MUD's governing body with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes that this Agreement covers.

3.0 **Payment.**

3.01 *Amount of Payment.* The MUD agrees to pay the County the costs of performing the services that this Agreement specifies. These costs will be allocated among the MUD and the other taxing units contracting for assessment and collection services in the same manner so that the MUD and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2014 tax year, the MUD will pay the rate approved by the Travis County Commissioners Court in 2014, per parcel for all parcels located in Travis County and on the MUD's tax roll; and, for each year thereafter during this Agreement, the MUD will pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the MUD's tax roll.

3.01.02 The County will notify the MUD in writing in subsequent years of this Agreement of the amount that the MUD will pay to the County for performing tax assessment and collection services under to this Agreement.

3.02 *Method of Payment.* The County will withhold from the remittances to the MUD the amount of money necessary to pay for the cost of assessing and collecting current taxes for the MUD, until the County has received the amount of payment authorized under Subsection 3.01 above.

4.0 **Remittance of Collection.** The taxes collected for the MUD will be remitted to the MUD daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected will be remitted to the MUD on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 **Delinquent Taxes.**

5.01 *Collection of Delinquent Taxes.* Under Texas Property Tax Code section 6.24, the MUD authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement, for the MUD, as the County deems necessary. In addition, the MUD authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the MUD in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Texas Property Tax Code section 33.011 requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 *Delinquent Tax Suits.*

5.02.01 Under Texas Property Tax Code section 6.30, the MUD authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, MUD agrees that the private attorney selected by the County will also represent MUD in delinquent tax cases. The MUD is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing the MUD in delinquent tax cases. If the MUD selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, the MUD will notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 *Costs, Expenses and Fees in Delinquent Tax Suits.* All legal services rendered by the Travis County Attorney will be included as part of the services to be performed under this Agreement's terms and provisions, for the consideration given by the MUD under this Agreement, and for the costs, expenses, and fees recovered by County under this Subsection. Under Texas Property Tax Code section 33.48, the County, in collecting delinquent taxes for the MUD, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due the MUD; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County under Texas Property Tax Code section 33.48 will be payment to the County for the County's collection of delinquent taxes for the MUD under Subsection 2.01 of this Agreement; provided, however, under sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for the MUD under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County under this Agreement.

6.0 Administrative Provisions.

6.01 *Books and Records.* All expenses incurred by the County for the assessment and collection of taxes under this Agreement will be clearly kept on the books and records of the County. The MUD or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as the MUD deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 *Surety Bond.* If the MUD requires the County to obtain a surety bond for the Tax Assessor/Collector acting in his capacity as assessor/collector for the MUD as provided in this Agreement, the MUD agrees to pay the premium for such bond.

6.03 *Change in Tax Rate.* In case the MUD's tax rate is rolled back or otherwise changed after the County begins collections for the MUD in any given year, the County will continue to act for the MUD in providing refunds to taxpayers or sending corrected billing statements only if the MUD assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs will be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs will be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 General Provisions.

7.01 *Books and Records Held by MUD.* The MUD agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for performing the County's duties and responsibilities under this Agreement. These books and records will include all tax records, including existing tax rolls or other records available to the MUD.

7.02 *Limit on Liability.* The County will not be liable to the MUD for any failure to collect taxes under this Agreement; neither will the County Tax Assessor/Collector be liable to the MUD for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from his failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement. The Tax Assessor/Collector, however, will not be liable to the MUD for any failure to collect taxes where his failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond his control.

7.03 *Current Revenue Funds.* Payments by the parties for services under this Agreement will be made from current revenues available to the parties.

7.04 *Agreement Voidable.* For each year during the term of this Agreement, if the MUD has not established the tax rate as required by law for the MUD and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to the MUD the assessed values on the property in the MUD, or by September 30, whichever is later, this Agreement becomes voidable at the County's option. In the event the County chooses to void this Agreement, the County will give written notice of such action to the MUD, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 *Authorized Refunds.* Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of the County. Refunds may become necessary because of changes that include late exemption claims, clerical errors, overpayment, etc. Refunds from the MUD to the property owners within the MUD, except for refunds applicable to property located outside of the County, will be deducted from the collections and withheld from the MUD in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, the MUD will remit such refunds to the County within seven (7) days of notification of such sums due.

8.0 **Sovereign Immunity.** By executing this Agreement, neither the County nor the MUD waives or will be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 **Termination.**

9.01 *Termination of Agreement.* Unless the County declares this Agreement null and void under Subsection 7.04, this Agreement will continue in full force and effect from year to year until such time as either party terminates it by written notice to the other party under Subsection 13.01 of this Agreement. But such termination will be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and only if notice is given at least thirty (30) days prior to the effective date of termination. However, the MUD may, at its option, declare this Agreement null and void by giving written notice from the MUD to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement, in the event the County chooses to have the Tax Office represented by a private attorney and the MUD does not agree with the County's choice. If either party terminates this Agreement according to this Agreement's terms, this Agreement will terminate in its entirety, except as otherwise expressly provided by Subsection 9.02 below.

9.02 *Pending Cases.* In the event either party terminates this Agreement for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the MUD, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the MUD is the taxing unit and include the following:

9.02.01 Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 *Transfer*. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the MUD's new legal representative, and upon such transfer, this Agreement will terminate in its entirety.

10.0 **Amendments**. Any amendments, alterations, deletions or waiver of the provisions of this Agreement will be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 **Regulations and Laws**. This Agreement will be governed, interpreted, construed, and enforced in accordance with all applicable laws of the United States of America and the State of Texas (statutory law, case law, rules and regulations), including the provisions of the Texas Property Tax Code.

12.0 **Definitions**.

12.01 *Assessment and Collection*. For purposes of this Agreement, the terms "assessment" and "collection" will include the following:

12.01.01 Calculation of tax;

12.01.02 Preparation of tax rolls;

12.01.03 Proration of taxes;

12.01.04 Correction of clerical errors in tax rolls;

12.01.05 Collection of tax liabilities; and

12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Texas Property Tax Code section 26.04, for the years covered by this Agreement.

The term "assessment" does not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 *Current Taxes*. For purposes of this Agreement, the term "current taxes" includes only those taxes legally due and payable without penalty and interest.

12.03 *Delinquent Taxes*. For purposes of this Agreement, the term "delinquent taxes" includes any taxes that have not been received by the County on or before January 31 of any given tax year and on which penalty and interest are due.

12.04 *Tax Year*. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period that runs from October 1 of one year through September 30 of the following year.

13.0 Miscellaneous Provisions.

13.01 *Notice.* Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement will be in writing and will be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. For purposes of sending notice under this Agreement, the address of the County is: Honorable Bruce Elfant (or his successor), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the MUD is: North Austin Municipal Utility District No. 1 C/O Kevin Flahive (or his successor) at Armbrust & Brown, PLLC; 100 Congress Ave., Suite 1300; Austin, Texas 78701-2744. Either party may change its address by giving written notice as provided in this subsection or by notifying the MUD and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice will be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice will be deemed effective immediately. This Section does not preclude the County Tax Assessor/Collector from providing the MUD and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 *Parties Bound.* This Agreement is binding upon the parties to it and their executors, heirs, legal representatives, successors, and assigns.

13.03 *Copies.* This Agreement is executed in multiple copies, any one of which is a true copy, having the same evidentiary value.

13.04 *Integration.* This represents the entire Agreement and supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter here.

13.05 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement. If such an event occurs, however, either party may terminate this Agreement by providing written notice of termination to the other party under Subsections 9.0 and 13.01.

13.06 *Venue.* All obligations and undertakings under this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas, exclusively.

13.07 *Effective Date.* This Agreement will take effect on the date this Agreement is approved by the Travis County Commissioners Court.

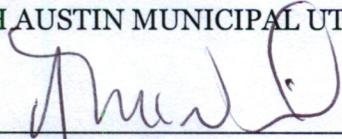
13.08 *Titles, Headings and Subheadings.* The titles, headings, and subheadings set forth in this Agreement are intended for the convenience of the parties and are not intended for use in the construction or interpretation of the provisions contained in it.

13.09 *Gender and Number.* As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender will each be deemed to include the other, and the singular or plural number each include the other.

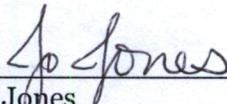
13.10 *Instruments.* Each party agrees that it will execute, in a timely manner, all instruments and documents needed to implement this Agreement's terms, conditions, and provisions, or that are needed for the other party's performance of its duties and responsibilities under this Agreement.

EXECUTED in triplicate by the County of Travis and by the North Austin Municipal Utility District No. 1 on this the _____ day of _____, 2014.

NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1

By: 
Alan McNeil
President

Date: June 18, 2014

By: 
Jo Jones
Secretary

Date: June 18, 2014

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____
J. Elliott Beck
Assistant County Attorney

Date: _____
For: David Escamilla
Travis County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By/Phone Number: Sara Krause/512-854-9230

Elected/Appointed Official/Dept. Head: Commissioner Bruce Todd

Commissioners Court Sponsor: Commissioner Bruce Todd

AGENDA LANGUAGE:

Consider and take appropriate action on the reappointment of Carole Hurley to the Child Protective Services Board for a three-year term beginning immediately upon approval of the Commissioners Court.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Ms. Hurley is the current chair of this board and is very well regarded in this capacity.

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014 Executive Session
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9100
Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in blue ink that reads "Roger A. El Khoury".

AGENDA LANGUAGE:

Consider and take appropriate action regarding the potential purchase of real estate in South Austin (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) has been alerted to the opportunity to procure a property in South Austin.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court discuss this opportunity to procure the property and provide direction regarding any additional actions regarding this real estate.

ISSUES AND OPPORTUNITIES:

The property is on a site that might be desirable for the County.

FISCAL IMPACT AND SOURCE OF FUNDING:

None at this time.

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office, 854-9642



Travis County Commissioners Court Agenda Request

Meeting Date: 7/15/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office,
854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive,
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action for economic development incentive agreement with Project Blue Horseshoe (Executive Session- Economic Development Negotiations 551.087)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is a request for economic development incentives from Project Blue Horseshoe

STAFF RECOMMENDATIONS:

PBO will update the Commissioners Court on negotiations with the Company.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
Melissa Velasquez