



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 21, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording: Briarcreek Subdivision Section 6B Final Plat - 60 Total Lots - Briarcreek Loop - City of Austin ETJ); and
- B) A Subdivision Construction Agreement between Travis County and Continental Homes of Texas, L.P. in Precinct One.

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

A) This final plat consists of 60 total lots (59 single-family residential lots and 1 public utility easement and drainage easement lot) on 15.4 acres. There are 2,246 linear feet of public streets proposed with this final plat, which access Briarcreek Loop. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$8,257.00. Fiscal surety has been posted with the City of Austin. Water and wastewater service to be provided by Aqua Texas, Inc.

B) The applicant, Continental Homes of Texas, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

### **STAFF RECOMMENDATIONS:**

As this final plat meets all Single Office standards and was approved by the City of Austin Zoning and Platting Commission on October 7, 2014, Single Office staff recommends approval of the final plat and construction agreement.

### **ISSUES AND OPPORTUNITIES:**

The Single Office has not been contacted by any adjacent property owners nor registered any interested parties for this application.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A



**EXHIBITS/ATTACHMENTS:**

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

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning- Briarcreek Subdivision Section 6B Final Plat**

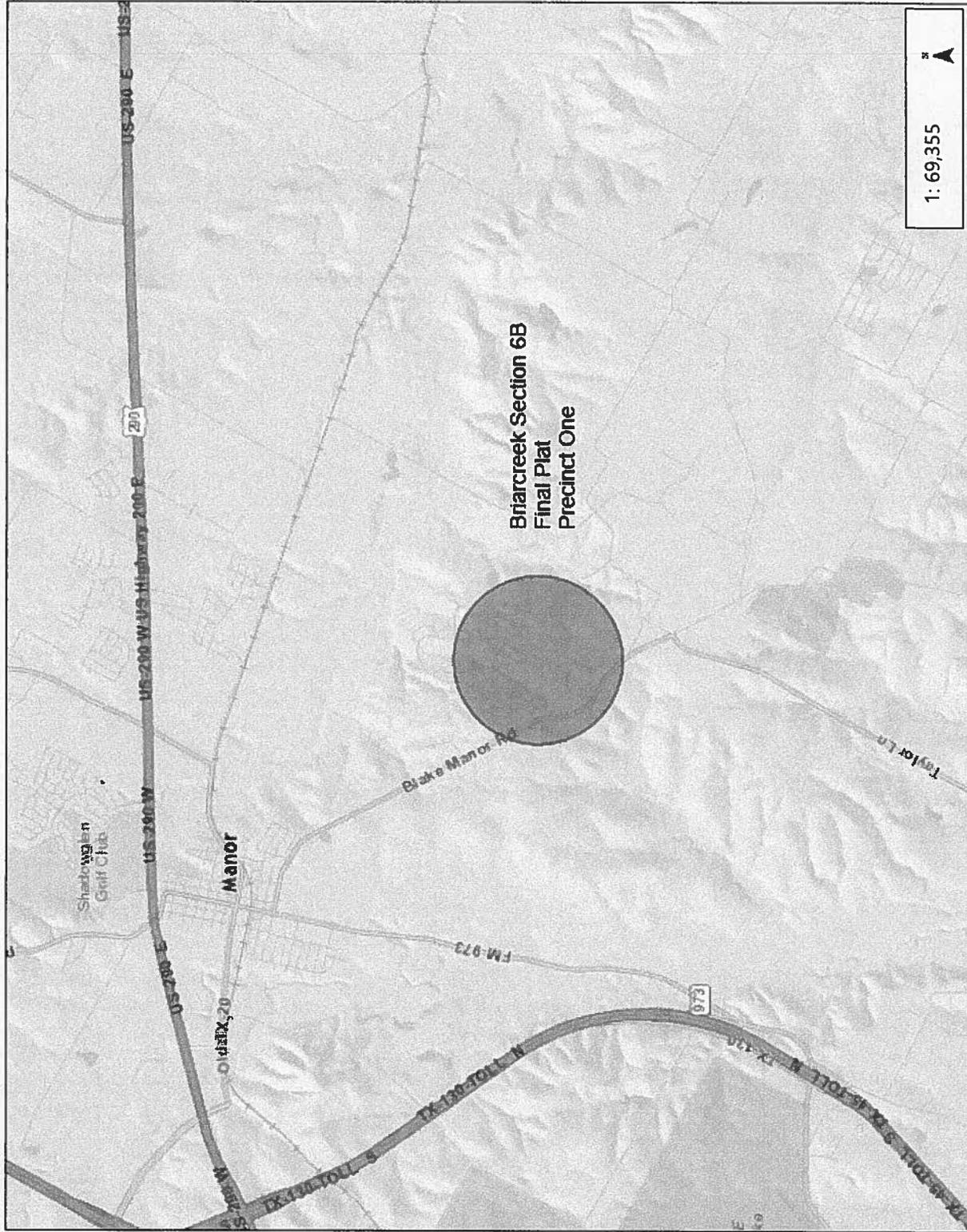
A. The final plat consists of 60 total lots (25 single-family, 35 multi-family) and a utility easement and drainage easement on 1.24 acres. There are 2.245 acres front of public streets proposed with this plat and which access Briarcreek Road. Plat fees in lieu of the fee have been paid to Travis County in the amount of \$4,000.00. Plat fees have been paid with the City of Austin Water and wastewater services to be provided by the City.

B. The applicant, Governmental Homes of Texas, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

START RECOMMENDATIONS:  
As the final plat meets all design, plat standards and was approved by the City of Austin Planning and Zoning Commission on October 7, 2014, Single Office Staff recommends approval of the final plat and construction agreement.

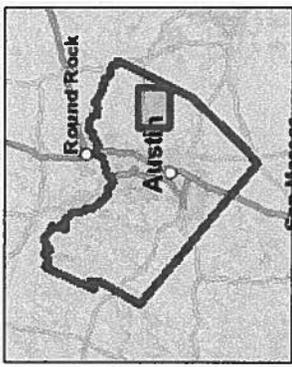
ISSUES AND OPPORTUNITIES:  
The Single Office has not been contacted by any adjacent property owners nor registered or interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:  
NA



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

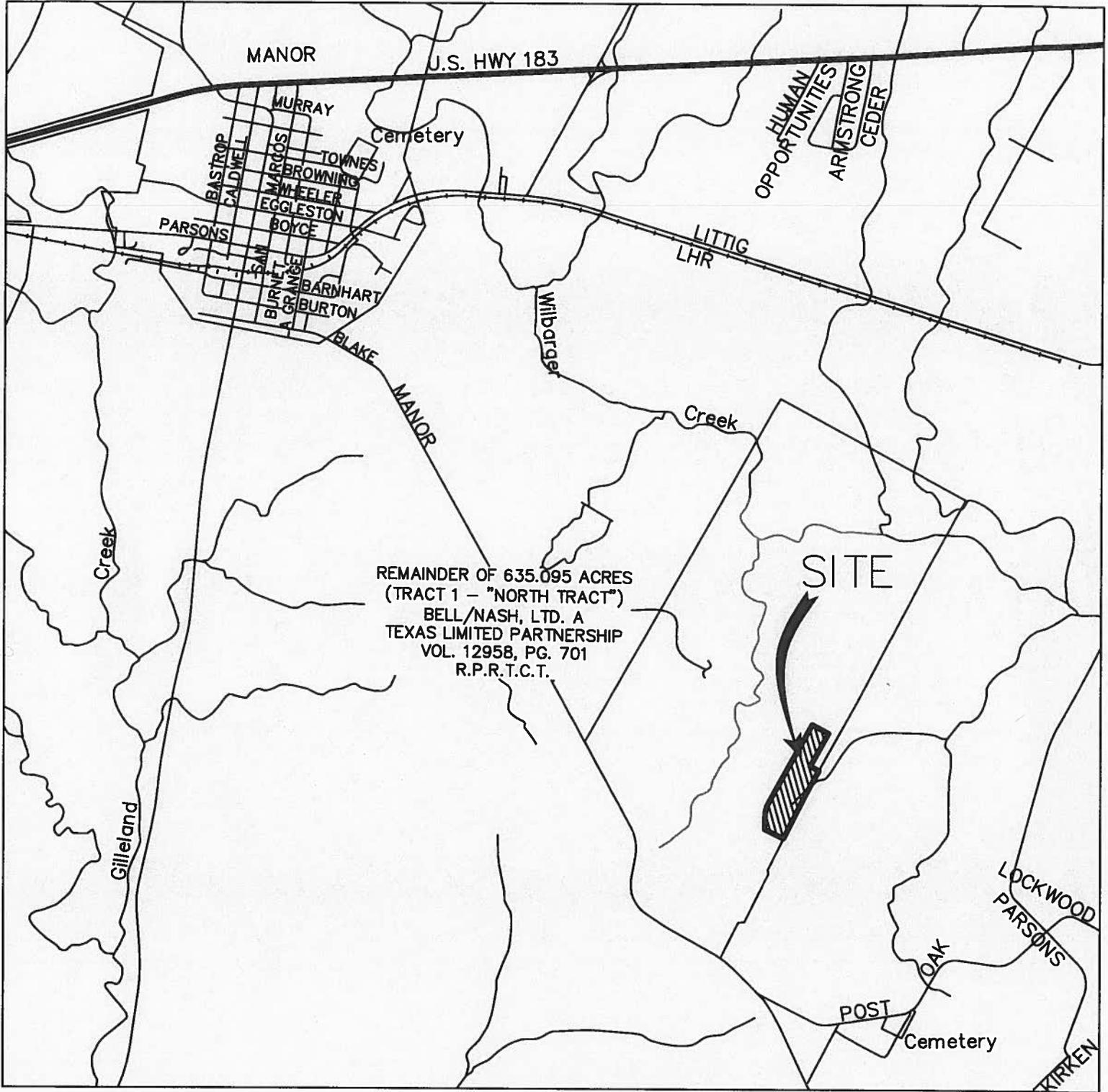
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



Legend

Notes

Enter your Notes.



VICINITY MAP

NOT TO SCALE

## CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

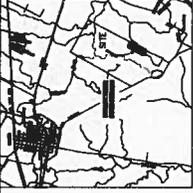
IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR

GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.



**Base Line**  
PROFESSIONAL LAND SURVEYORS, INC.  
4311 LINDSAY DRIVE  
ALBANY, OREGON 97007  
PHONE: 503/865-1111 FAX: 503/865-1112  
www.blbase.com

**HPE**  
CONTRACT ENGINEERS  
10000 NE 28TH AVE  
ALBANY, OREGON 97007  
PHONE: 503/865-1111 FAX: 503/865-1112  
www.hpe.com

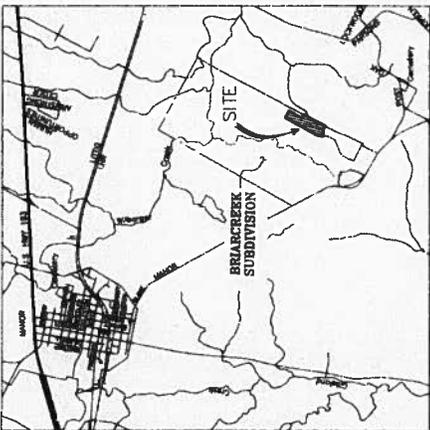
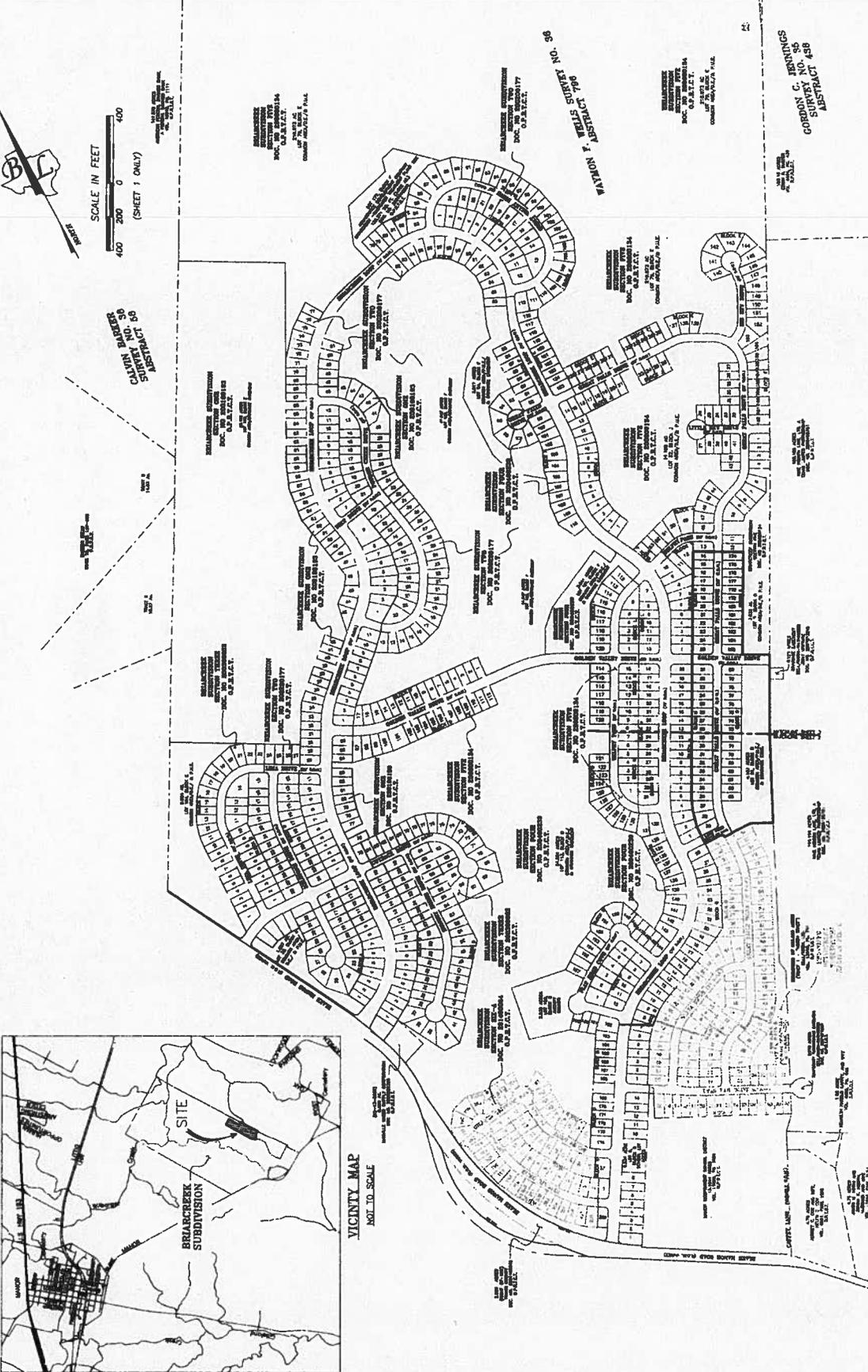
FINAL PLAT  
BRIARCREEK SUBDIVISION  
SECTION SIX-B

Job No.	09/25/14
Date:	09/25/14
Scale (hor.):	1"=100'
Scale (vert.):	
Drawn By:	JSL
Checked By:	RLW
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

# FINAL PLAT BRIARCREEK SUBDIVISION SECTION SIX-B

Revised 04	Checked By: RLW	Scale (Horizontal): 1"=100'	Drawn By: JSL
Revised 03			
Revised 02			
Revised 01			
Job No.	Date: 09/25/14		

SHEET  
02 of 06



**Base Line**  
PROFESSIONAL LAND SURVEYORS, INC.  
BASELINE LAND SURVEYING SERVICES  
DESIGN, FIELD, AND PLAT  
SURVEYING AND PLATTING  
OFFICE: 11200 WEST 11TH STREET, SUITE 100  
DALLAS, TEXAS 75244  
PHONE: 972-412-0000  
FAX: 972-412-0001  
WWW.BASELINE-SURVEYING.COM

**HPE**  
MURRAY & RICHARDSON ENGINEERING, INC.  
CIVIL AND ENVIRONMENTAL ENGINEERS  
ALSO LICENSED AS PROFESSIONAL ENGINEERS  
IN THE STATES OF TEXAS AND OKLAHOMA  
OFFICE: 11200 WEST 11TH STREET, SUITE 100  
DALLAS, TEXAS 75244  
PHONE: 972-412-0000  
FAX: 972-412-0001  
WWW.HPE-ENGINEERING.COM

OWNER: COUNTRY HOMES OF TEXAS, L.P. (A TEXAS LIMITED PARTNERSHIP)  
10700 PECAN PARK BLVD.  
SUITE 400  
AUSTIN, TEXAS 78760

ACREAGE: 15.479 ACRES  
SURVEY: WAYMON F. WELLS SURVEY NO. 36, ABSTRACT 796  
DATE: 26 SEPTEMBER 2014  
SURVEYOR: BASELINE LAND SURVEYORS, INC.  
ENGINEER: MURRAY & RICHARDSON ENGINEERING, INC.

LINEAR FEET OF NEW STREETS: 2,246'  
NUMBER OF LOTS: 60  
NUMBER OF LOTS BY TYPE: RESIDENTIAL: 59 LOTS; COMMON AREA/P.U.E./ORAMINE: 1  
ACREAGE BY LOT TYPE: R.O.W.: 2,854 AC.; RESIDENTIAL: 8,805 AC.; COMMON AREA/P.U.E./ORAMINE: 4,157 AC.  
BENCHMARK INFORMATION: 23-14-1 - 2" x 1/2" iron bolt at each of 1st intersection of Briarcreek Loop on  
northwest curb approximately 50% of curvature of Briarcreek Loop.  
Elevation: 588.66'

LINEAR FEET OF NEW STREETS

GOLDEN VALLEY DRIVE	459 L.F.	R.O.W. WIDTH	80' R.O.W.
UNION DRIVE	1,150 L.F.		50' R.O.W.
JAME DEER DRIVE	2,748 L.F.		
<b>TOTAL</b>			

C8J-00-2074.01.8A





**LOT AREA TABLE**  
S.F.=SQUARE FEET

**BLOCK E**

LOT 174	6,250 S.F.
LOT 175	2,500 S.F.
LOT 176	6,250 S.F.
LOT 177	2,500 S.F.
LOT 178	2,500 S.F.
LOT 179	2,500 S.F.
LOT 180	2,500 S.F.
LOT 181	6,250 S.F.
LOT 182	2,500 S.F.
LOT 183	2,500 S.F.
LOT 184	2,500 S.F.
LOT 185	7,035 S.F.

**BLOCK K**

LOT 14	2,500 S.F.
LOT 15	2,500 S.F.
LOT 16	2,500 S.F.
LOT 17	2,500 S.F.
LOT 18	2,500 S.F.
LOT 19	2,500 S.F.
LOT 20	2,500 S.F.
LOT 21	2,500 S.F.
LOT 22	2,500 S.F.
LOT 23	2,500 S.F.
LOT 24	2,500 S.F.
LOT 25	7,414 S.F.

**BLOCK N**

LOT 21	7,474 S.F.
LOT 22	6,300 S.F.
LOT 23	6,300 S.F.
LOT 24	6,300 S.F.
LOT 25	6,300 S.F.
LOT 26	6,300 S.F.
LOT 27	6,300 S.F.
LOT 28	6,300 S.F.
LOT 29	6,300 S.F.
LOT 30	6,300 S.F.
LOT 31	6,300 S.F.
LOT 32	6,300 S.F.
LOT 33	6,300 S.F.
LOT 34	6,300 S.F.
LOT 35	6,300 S.F.
LOT 36	6,304 S.F.
LOT 37	7,902 S.F.
LOT 38	8,199 S.F.
LOT 39	7,371 S.F.

**BLOCK O**

LOT 65	5,993 S.F.
LOT 66	6,000 S.F.
LOT 67	6,000 S.F.
LOT 68	6,000 S.F.
LOT 69	6,000 S.F.
LOT 70	6,000 S.F.
LOT 71	6,000 S.F.
LOT 72	6,000 S.F.
LOT 73	6,000 S.F.
LOT 74	6,000 S.F.
LOT 75	6,000 S.F.
LOT 76	6,000 S.F.
LOT 77	6,000 S.F.
LOT 78	6,000 S.F.
LOT 79	6,000 S.F.
LOT 80	6,000 S.F.
LOT 81	181,079 S.F. (OPEN SPACE)

TOTAL I.C. FOR ALL LOTS: 147,500 S.F.  
ROADWAY IMPERVIOUS COVER: 82,937 S.F.

**LOT ASSUMED IMPERVIOUS COVER**  
S.F.=SQUARE FEET

**BLOCK E**

LOT 174	2,500 S.F.
LOT 175	2,500 S.F.
LOT 176	2,500 S.F.
LOT 177	2,500 S.F.
LOT 178	2,500 S.F.
LOT 179	2,500 S.F.
LOT 180	2,500 S.F.
LOT 181	2,500 S.F.
LOT 182	2,500 S.F.
LOT 183	2,500 S.F.
LOT 184	2,500 S.F.
LOT 185	2,500 S.F.

**BLOCK K**

LOT 14	2,500 S.F.
LOT 15	2,500 S.F.
LOT 16	2,500 S.F.
LOT 17	2,500 S.F.
LOT 18	2,500 S.F.
LOT 19	2,500 S.F.
LOT 20	2,500 S.F.
LOT 21	2,500 S.F.
LOT 22	2,500 S.F.
LOT 23	2,500 S.F.
LOT 24	2,500 S.F.
LOT 25	2,500 S.F.

**BLOCK N**

LOT 21	2,500 S.F.
LOT 22	2,500 S.F.
LOT 23	2,500 S.F.
LOT 24	2,500 S.F.
LOT 25	2,500 S.F.
LOT 26	2,500 S.F.
LOT 27	2,500 S.F.
LOT 28	2,500 S.F.
LOT 29	2,500 S.F.
LOT 30	2,500 S.F.
LOT 31	2,500 S.F.
LOT 32	2,500 S.F.
LOT 33	2,500 S.F.
LOT 34	2,500 S.F.
LOT 35	2,500 S.F.
LOT 36	2,500 S.F.
LOT 37	2,500 S.F.
LOT 38	2,500 S.F.
LOT 39	2,500 S.F.

**BLOCK O**

LOT 65	2,500 S.F.
LOT 66	2,500 S.F.
LOT 67	2,500 S.F.
LOT 68	2,500 S.F.
LOT 69	2,500 S.F.
LOT 70	2,500 S.F.
LOT 71	2,500 S.F.
LOT 72	2,500 S.F.
LOT 73	2,500 S.F.
LOT 74	2,500 S.F.
LOT 75	2,500 S.F.
LOT 76	2,500 S.F.
LOT 77	2,500 S.F.
LOT 78	2,500 S.F.
LOT 79	2,500 S.F.
LOT 80	2,500 S.F.
LOT 81	0 S.F.

**APPENDIX Q-2. IMPERVIOUS COVER**

Allowable Impervious Cover:	0.00 Acres
Impervious Cover Allowed at 0% x WQI/TZ	0.00 Acres
Impervious Cover Allowed at 45% x NSA	6.73 Acres
Total Impervious Cover	283,324.33 sf
Allowable Impervious Cover Breakdown By Slope Category:	0.43 x 10%
Total Acreage 15-25%	0.043 Acres

Proposed Total Impervious Cover:	0 Acres
Impervious Cover in WQI/TZ	5.05 Acres
Impervious Cover in Uplands Zone	5.05 Acres
Total Proposed Impervious Cover	5.05 Acres

**Proposed Impervious Cover on Slopes**

Slope	Impervious Cover (Acres)	Buildings and Other	Driveways/Roadways	% of Category	Total (Acres)
0-15%	3.39	1.66	1.66	34%	5.05
15-25%	0	0	0	0%	0
25-35%	0	0	0	0%	0
Over 35%	0	0	0	0%	0
<b>Total Gross Site Area</b>					<b>15.426 Acres</b>
<b>Total Net Site Area</b>					<b>14.99 Acres</b>

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 02°18'31" W	21.11'
L2	N 87°40'20" W	50.00'
L3	N 02°18'31" E	55.99'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	450.00	165.33	27°12'34"	N 78°19'27" E	171.25
C2	450.00	171.56	27°41'38"	N 16°10'19" E	164.18
C3	350.00	31.42	80°00'00"	N 4°58'53" W	28.28
C4	20.00	31.42	80°00'00"	S 74°02'42" W	27.90
C5	20.00	31.42	80°00'00"	N 79°01'07" E	28.28
C6	20.00	31.42	80°00'00"	S 16°57'08" E	28.78
C7	20.00	31.42	80°00'00"	N 18°11'45" E	24.55
C8	350.00	31.42	80°00'00"	S 02°18'31" W	41.84
C9	450.00	47.86	08°44'31"	S 02°18'31" W	47.63
C10	450.00	47.86	08°44'31"	S 22°55'00" W	51.23
C11	450.00	47.86	08°44'31"	S 22°55'00" W	51.23
C12	450.00	47.86	08°44'31"	S 22°55'00" W	51.23
C13	450.00	47.86	08°44'31"	S 22°55'00" W	51.23
C14	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C15	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C16	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C17	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C18	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C19	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C20	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C21	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C22	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C23	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C24	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C25	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C26	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C27	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C28	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C29	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C30	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C31	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C32	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C33	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C34	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C35	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C36	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C37	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C38	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C39	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C40	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C41	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C42	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C43	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C44	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C45	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C46	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C47	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C48	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C49	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C50	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C51	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C52	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C53	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C54	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C55	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C56	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C57	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C58	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C59	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C60	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C61	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C62	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C63	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C64	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C65	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C66	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C67	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C68	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C69	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C70	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C71	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C72	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C73	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C74	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C75	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C76	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C77	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C78	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C79	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C80	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C81	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C82	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C83	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C84	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C85	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C86	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C87	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C88	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C89	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C90	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C91	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C92	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C93	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C94	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C95	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C96	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C97	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C98	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C99	100.00	67.13	38°17'13"	N 12°23'03" E	66.07
C100	100.00	67.13	38°17'13"	N 12°23'03" E	66.07

**BASELINE LAND SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYING SERVICES  
1533 200th Ave. SW  
Allyn, WA 98511  
PHONE: 360-221-0202  
FAX: 360-221-0202  
www.blsls.com

**HPE**  
HORIZONTAL ENGINEERING, INC.  
CONVEYANCE ENGINEERING  
1533 200th Ave. SW  
Allyn, WA 98511  
PHONE: 360-221-0202  
FAX: 360-221-0202  
www.hpe.com

**FINAL PLAT**  
**BRIARCREEK SUBDIVISION**  
**SECTION SIX-B**

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT CONSTITUTIONAL HOMES OF TEXAS, L.P., A TEXAS LIMITED LIABILITY COMPANY, acting by and through RICHARD M. WALKER, VICE PRESIDENT AND MANAGING MEMBER, and RICHARD M. WALKER, VICE PRESIDENT AND MANAGING MEMBER, WALKER WILSON SURVEY NUMBER 2 IN TRAVIS COUNTY, TEXAS WHICH WAS COMPLETED BY INSTRUMENT OF RECORD NO. DOC. NO. 2014097857 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY OF TRAVIS COUNTY, TEXAS, AND THE PORTION OF SAID 37.846 ACRES TRACT IN ACCORDANCE WITH THE PLAN AS SHOWN HEREIN, TO BE KNOWN AS BRIARCREEK SUBDIVISION SECTION SIX-B, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED AND DEDICATED TO THE PUBLIC USE OF THE CITY OF AUSTIN, TEXAS, AND EASEMENTS SHOWN HEREON PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 212.

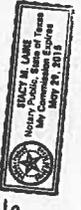
WITNESS THE HAND OF Richard M. Walker THIS, THE 29 DAY OF September, 2014, A.D.

BY: [Signature]  
RICHARD M. WALKER  
CONSTITUTIONAL HOMES OF TEXAS, L.P.  
10700 PECAN PARK BLVD.  
AUSTIN, TEXAS 78750

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD M. WALKER, KNOWN TO BE THE PERSON WHOSE NAME IS SET FORTH IN THE FOREGOING INSTRUMENT, WHOSE SIGNATURE IS KNOWN TO ME THAT (S)HE EXERCISED THE SAME FOR THE PURPOSES AND IN CONSIDERATION THEREOF AS EXPRESSED AND IN THE CAPACITY HERIN STATED. OPEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF September, 2014.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS Stacy M. Leane  
NOTARY:  
Stacy M. Leane May 29, 2015  
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES



THIS SUBDIVISION PLAT IS LOCATED WITHIN THE CITY OF AUSTIN'S 5 MILE ETJ ON THIS THE \_\_\_ DAY OF \_\_\_ 2014.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TEXAS, THIS, THE \_\_\_ DAY OF \_\_\_ 2014.

BETTY BAKER, CHAIRPERSON  
CYNTHIA BANKS, SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TEXAS, THIS, THE \_\_\_ DAY OF \_\_\_ 2014.

GREG BURNETT, DIRECTOR  
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_ 2014, AT \_\_\_ O'CLOCK \_\_\_ P.M. / A.M., AT THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_ DAY OF \_\_\_ 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS  
DEPUTY

I, STEVEN RAY WILSON, BE AN APPROVED MASTER OF THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING. I AM HEREBY CERTIFYING THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE 0.23 ACRE FLOODPLAIN ZONING DISTRICT ACCORDING TO THE 2002 FLOODPLAIN ZONING MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 484530048B, N. DATED SEPTEMBER 26, 2006, FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AHEAD.



[Signature] DATE 9/25/14  
STEVEN RAY WILSON  
HARRISMAN PRITCHARD ENGINEERING, INC.  
TYPE #416  
8333 CROSS PARK DRIVE  
AUSTIN, TEXAS 78754  
(TELE) 512-459-4734 (FAX) 512-459-4752

I, J. SCOTT LASWELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM A SURVEYING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, IS TRUE AND CORRECT AND PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION DURING JANUARY 2013.



[Signature] DATE 9/25/14  
J. SCOTT LASWELL  
REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 5863  
BASELINE LAND SURVEYORS, INC.  
10000 CROSS PARK DRIVE  
AUSTIN, TEXAS 78754  
(TELE) 512-374-9722 (FAX) 512-873-9743

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS AND 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 TO OBLIGATE THE COUNTY TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND HEIRS AS LONG AS THE IMPROVEMENTS ARE NOT FULLY CONSTRUCTED AND MAINTAINED BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

STATE OF TEXAS  
COUNTY OF TRAVIS  
I, \_\_\_\_\_, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, A.D.  
DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS  
DEPUTY

NOTES:  
1. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY DEPARTMENT. ALL IMPROVEMENTS TO THE UTILITY SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY INSPECTION FEE WITH THE UTILITY DEPARTMENT.  
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES MAY BE PLACED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF AUSTIN.  
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER AND HIS OR HER SUCCESSORS AND ASSIGNS.  
4. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EXPENSE. IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

NOTES: (CONTINUED)

- 5. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
- 6. PRIOR TO ADDITIONAL CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN AND TRAVIS COUNTY.
- 7. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT IN ACCORDANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
- 8. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH APPLICABLE CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
- 9. ELECTRIC SERVICE IS BEING PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE, INC. FOR A MINIMUM TRAVEL DISTANCE OF 65 FEET FROM THE BROADWAY EDGE. DRAINAGE GRADIENTS MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
- 11. BY APPROVING THIS PLAT THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER(S) AND/OR THE OWNERS OF THE LOTS. THE CITY OF AUSTIN WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION OR IMPROVEMENTS THAT MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
- 12. LANDOWNER IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER AND WASTEWATER UTILITY IMPROVEMENTS TO SERVE EACH LOT.
- 13. THIS PROPERTY IS LOCATED WITHIN THE CITY OF AUSTIN'S 5 MILE ETJ.
- 14. ALL SIGNS SHALL COMPLY WITH THE CITY OF AUSTIN SIGN ORDINANCE.
- 15. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE STREETS IN THE SUBDIVISION (GOLDEN VALLEY DRIVE, GREAT FALLS DRIVE, AND LAME BERRY DRIVE), AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER(S). THE CONSTRUCTION OF THE REQUIRED SIDEWALKS MAY RESULT IN WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- 16. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 17. ALL STREETS ARE PUBLIC.
- 18. A 15' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY FOR THE ROADWAYS INCLUDED WITHIN THE BOUNDARY OF THIS PLAT.
- 19. NO STRUCTURES SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
- 20. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS AND WATER AND WASTEWATER UTILITY ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
- 21. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE AQA TEXAS WATER AND WASTEWATER UTILITY SYSTEM. WATER WILL BE SUPPLIED BY WHOLESALE AGREEMENT WITH MANWALLE WATER SUPPLY CORPORATION. ON-SITE WASTEWATER TREATMENT AND DISPOSAL, AS WELL AS PITAL DOMESTIC WATER SUPPLY, WILL BE PROVIDED BY AQA TEXAS, INC.
- 22. FOR REGULATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAINING TO THIS SUBDIVISION, SEE PRIVATE INSTRUMENT RECORDED IN DOC. NO. 2013218822 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 23. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. SUBSEQUENT TO THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, THE CITY OF AUSTIN AND THE CITY OF AUSTIN RECORDED IN DOC. NO. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO ACCOMMODATE WITH THE TERMS OF THAT AGREEMENT FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION. SEE SEPARATE INSTRUMENT RECORDED IN DOC. NO. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

# FINAL PLAT BRIARCREEK SUBDIVISION SECTION SIX-B

Job No.	09/25/14
Scale (Sheet):	1"=100'
Drawn By: JSL	
Checked By: PLW	
Revision 4:	
Revision 3:	
Revision 2:	
Revision 1:	

SHEET  
06 of 06

C8J-00-2074.01.8A

1. 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Continental Homes of Texas, L.P., (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 "Briarcreek Subdivision 6-B" (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: Continental Homes of Texas, L.P.  
10700 Pecan Park Blvd., Ste. 400  
Austin, Texas 78750  
Attn: Justin Davis

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.

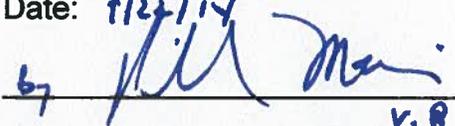
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

By: Continental Homes of Texas, L.P.  
Name: Richard N. Maier  
Title: Vice-President  
Authorized Representative  
Date: 1/24/14

\_\_\_\_\_  
County Judge  
Date:

by  \_\_\_\_\_  
V.R. 

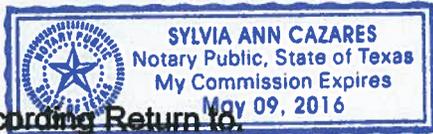
ACKNOWLEDGEMENT

STATE OF TEXAS

WILLIAMSON  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23 day of September 2014 by Richard Maier, in the capacity stated herein.

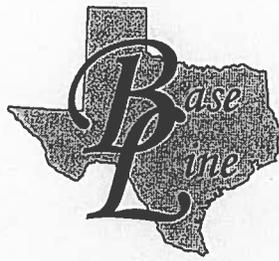
*Sylvia Ann Cazares*  
Signature of Notary



After Recording Return to:

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

**EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY**



## Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873.9743

### METES AND BOUNDS DESCRIPTION

BEING 15.426 ACRES OF LAND, SURVEYED BY BASELINE LAND SURVEYORS, INC. OUT OF THE WAYMON F. WELLS SURVEY NO. 36, ABSTRACT NO. 796, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 37.966 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY DEED OF RECORD IN DOC. NO. 2014097851 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 28, Block Q, Briarcreek Subdivision, Section Four, a subdivision of record in Doc. No. 200400239 of the Official Public Records of Travis County, Texas, the southeast corner of Lame Deer Drive (50' R.O.W.) as dedicated by Briarcreek Subdivision, Section Four, and also being in the west line of said 37.966 acre tract;

THENCE North 03°09'02" East (record - North 03°09'02" East), along the west line of the 37.966 acre tract and the east line of said Lame Deer Drive, a distance of 50.01 feet (record - 50.01 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southeast corner of Lot 1, Block N, Briarcreek Subdivision, Section Four, and the northeast corner of Lame Deer Drive;

THENCE along the west line of the 37.966 acre tract and the east line of said Block N, Briarcreek Subdivision, Section Four, the following four (4) courses:

1. North 03°09'02" East (record - North 03°09'02" East) a distance of 60.01 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 1, Block N, Briarcreek Subdivision, Section Four, and the southeast corner of Lot 2, Block N, Briarcreek Subdivision, Section Four;
2. North 15°49'44" East a distance of 105.88 feet (record - North 15°49'44" East a distance of 105.88 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 3, Block N, Briarcreek Subdivision, Section Four and the southeast corner of Lot 4, Block N, Briarcreek Subdivision, Section Four;
3. North 24°27'38" East a distance of 59.76 feet (record - North 24°27'38" East a distance of 59.76 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for an angle point in the east line of Lot 5, Block N, Briarcreek Subdivision, Section Four;
4. North 30°01'07" East a distance of 804.17 feet (record - North 30°01'07" East a distance of 804.17 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 20, Block N, Briarcreek Subdivision, Section Four and the southeast corner of Golden Valley Drive (60.' R.O.W.) as dedicated by Briarcreek Subdivision, Section Four;

THENCE North 30°58'24" East (record - North 30°58'24" East), along the west line of the 37.966 acre tract and crossing said Golden Valley Drive, a distance of 60.01 feet (record – 60.01 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Golden Valley Drive and the southeast corner of Lot 1, Block K, Briarcreek Subdivision, Section Four;

THENCE North 30°01'07" East (record - North 30°01'07" East), along the west line of the 37.966 acre tract, the east line of said Block K, Briarcreek Subdivision, Section Four, and along the east line of Block K, Briarcreek Subdivision, Section Five, a subdivision of record in Doc. No. 200600134 of the Official Public Records of Travis County, Texas a distance of 610.00 feet (record – 610.00 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northwest corner of the 37.966 acre tract, the southwest corner of Lot 13, Block K, Briarcreek Subdivision, Section Five, and being in the east line of Lot 12, Block K, Briarcreek Subdivision, Section Five;

THENCE South 59°58'53" East (record - South 59°58'53" East), along the north line of the 37.966 acre tract, the south line of said Lot 13, Block K, Briarcreek Subdivision, Section Five, the south line of Great Falls Drive (50' R.O.W.) as dedicated by Briarcreek Subdivision, Section Five, and along the south line of Lot 12, Block E, Briarcreek Subdivision, Section Five, a distance of 300.00 feet (record – 300.00 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of the 37.966 acre tract, the southeast corner of said Lot 12, Block E, Briarcreek Subdivision, Section Five and being in the west line of Lot 5, Block O, Briarcreek Subdivision, Section Five;

THENCE along the east line of the 37.966 acre tract and the west and south lines of said Lot 5, Block O, Briarcreek Subdivision, Section Five, the following two (2) courses:

1. South 30°01'07" West a distance of 604.90 feet (record - South 30°01'07" West a distance of 604.90 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southwest corner of Lot 5, Block O, Briarcreek Subdivision, Section Five;
2. South 61°55'23" East a distance of 158.70 feet (record - South 61°55'23" East a distance of 158.70 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southeast corner of Lot 5, Block O, Briarcreek Subdivision, Section Five and being in the west line of a 195.169 acre tract of land conveyed to Nine Hidden Lake, LTD by instrument of record in Doc. No. 2000190761 of the Official Public Records of Travis County, Texas;

THENCE along the east line of the 37.966 acre tract and the west line of said 195.169 acre tract, the following four (4) courses:

1. South 29°46'35" West (record - South 29°45'06" West) a distance of 170.95 feet to a 1/2" iron rebar found;
2. South 29°36'24" West a distance of 282.02 feet (record - South 29°37'06" West a distance of 282.03 feet) to a 1/2" iron rebar found;
3. South 28°03'35" West a distance of 351.74 feet (record - South 28°01'27" West a distance of 351.74 feet) to a 1/2" iron rebar found;
4. South 27°18'03" West (record - South 27°16'06" West) a distance of 203.98 feet to a 1/2" iron rebar found, from which a 1/2" iron rebar found for an angle point in the east line of the

37.966 acre tract and the west line of the 195.169 acre tract, bears South 27°18'03" West (record - South 27°16'06" West) a distance of 507.59 feet;

THENCE crossing through the 37.966 acre tract the following six (6) courses:

1. North 62°43'54" West a distance of 135.27 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC."
2. North 87°40'29" West a distance of 120.00 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
3. South 02°19'31" West a distance of 2.11 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
4. North 87°40'29" West a distance of 50.00 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of curvature;
5. Along a non-tangential curve to the left having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90°00'00", and having a chord which bears North 42°40'29" West a distance of 28.28 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
6. North 87°40'29" West a distance of 102.69 feet to the POINT OF BEGINNING.

This parcel contains 15.426 acres of land, more or less, out of the Waymon F. Wells Survey No. 36, Abstract No. 796 in Travis County, Texas.

Bearing Basis: West line of a remainder of the 635.095 acre tract of land conveyed to Bell/Nash-Rathgeber Joint Venture by deed of record in Volume 12958, Page 701 of the Real Property Records of Travis County, Texas, and being: North 26°36'14" West.

 9/29/14  
J. Scott Laswell                      Date  
Registered Professional Land Surveyor  
State of Texas No. 5583



File: Baseline\Projects\ Briarcreek/Phase 6/Docs/F\_Notes/Phase 6-B M&B.doc