



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 2, 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:** Steven M. Marilla, P.E., County Executive-TNR

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

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to authorize the filing of an Order of Rejection of Dedication of the Lady of the Lake Cove right-of-way as dedicated by the Parke North Subdivision - a subdivision in Precinct Three.

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

Travis County has received a request to vacate (reject) the right-of-way (ROW) known as Lady of the Lake Cove as dedicated by Parke North Subdivision. Parke North Subdivision was recorded on July 31, 2014 at Document #201400167. Lady of the Lake Cove has not been constructed and is not accepted and/or maintained by Travis County.

The utility companies operating in the area have stated, in writing, that they have no need for the ROW to be vacated. The City of Austin has also stated, in writing, they have no need for the ROW. Lastly, the owners of the adjacent property, which is the Balcones Canyonlands Preserve (BCP) owned by Travis County, has stated they have no objection to the proposed request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff which finds that the request meets Section 82.801(c)(5) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As such, TNR staff recommends the proposed request.

### **ISSUES AND OPPORTUNITIES:**

Per the request letter, Travis County and the owner of the property has entered a Reciprocal Easement Agreement which will allow Travis County access the the BCP property through private roads.

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

None.

**ATTACHMENTS/EXHIBITS:**

- Rejection of Dedication Order Survey - Exhibit A
- Quitclaim Deed - Exhibit B
- Request Letter
- CoA Approval Letter
- BCP Approval Letter
- Reciprocal Easement Agreement
- Utility Sign-offs
- Sign Affidavit & Pictures
- Plat Map
- Location Maps

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565
Christopher Gilmore	Assistant County Attorney	County Attorney's Office	(512) 854-9455

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Parke North Subdivision**

**ORDER OF THE COMMISSIONERS COURT  
OF TRAVIS COUNTY, TEXAS,  
REJECTING THE DEDICATION OF  
THE LADY OF THE LAKE COVE RIGHT-OF-WAY LOCATED WITHIN THE PARKE  
NORTH SUBDIVISION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, The Commissioners Court of Travis County, Texas, has considered the issue of rejecting the Lady of the Lake Cove right-of-way; and

WHEREAS, Lady of the Lake Cove was dedicated pursuant to the Parke North Subdivision Plat, which is recorded at Document #201400167 of the Plat Records of Travis County; and

WHEREAS, the right-of-way under consideration for rejection of dedication is described in Exhibit A, which is attached hereto and made a part hereof, and is hereinafter referred to as the "Property"; and

WHEREAS, in the Travis County Code, Paragraph (c)(5) of Section 82.801, Vacations, provides that the Commissioners Court may, in its sole discretion, reject an unaccepted public road dedication and quitclaim any interest the County may have in the right-of-way to the underlying owner; and

WHEREAS, the owner of the Parke North Subdivision property has requested that Travis County reject the dedication of the Property; and

WHEREAS, the Property was intended to be used as a public road, which was never constructed; and

WHEREAS, the Property has not been needed for right-of-way and has never been accepted for maintenance; and

WHEREAS, the Travis County Transportation and Natural Resources Department foresees no future need for the Property for roadway purposes; and

WHEREAS, utilities serving the area and owners of land adjacent to the Property have been notified of the possibility that the dedication may be rejected and consented thereto; and

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to consider the matter of the rejection of the dedication of the Property; and

WHEREAS, public notices were posted and the Travis County Commissioners Court held a public hearing on \_\_\_\_\_, 2014, to consider the proposed action;

**NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:**

- (1) The recitals to this Order are true and correct and are incorporated in this Order for all purposes.
- (2) The dedication of the Property is hereby rejected and all territory within the boundaries of such dedicated Property will be quitclaimed by the County Judge to the owner of the underlying fee simple interest.
- (3) The form of the Quitclaim Deed is attached hereto as Exhibit B and made a part hereto.

ORDERED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GÓMEZ  
PRECINCT FOUR

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**OF**  
**1.347 ACRES OF LAND**

**BEING 1.347 ACRES OF LAND LOCATED IN THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY (ALSO KNOWN 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 RECORDED IN VOLUME 10968, PAGE 905 AND VOLUME 11935, PAGE 1373 AS A PORTION OF A 169.874 ACRE; SAID 1.347 ACRES ALSO BEING KNOWN AS LADY OF THE LAKE COVE, A 60 FOOT WIDE PUBLIC RIGHT OF WAY SHOWN ON THE PLAT OF PARKE NORTH SUBDIVISION OF RECORD IN DOCUMENT NO. 201400167, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND 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 pipe found on the westerly right of way line of said RM 620 North, same being the northeast corner of said 169.874 acre tract, said iron rod also being the northeast corner of Lot 3 of said Parke North Subdivision;

**THENCE**, with said westerly right of way line, same being the easterly line of said 169.874 acre tract and the easterly line of said Lot 3, the following two (2) courses and distances:

1. S39°02'52"W, 545.29 feet to a TxDOT Type I concrete monument found marking the beginning of a non-tangent curve to the left;
2. With the arc of said curve to the left 52.92 feet having a radius of 1507.39 feet a central angle of 02°00'41" and a chord bearing and distance of S38°06'11"W, 52.92 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract of land, same being the most easterly northeast corner of Lady of the Lake Cove;

**THENCE**, continuing with said westerly right of way line and the arc of said curve to the left, 145.10 feet, having a radius of 1507.39 feet a central angle of 05°30'54" and a chord bearing and distance of S34°20'23"W, 145.04 feet, same being the most southerly corner of Lady of the Lake Cove, from which a TxDOT Type I concrete monument found at the end of said curve bears S23°30'25"W, 423.52 feet;

**THENCE**, leaving said westerly right of way line and crossing said 155.992 acre tract with the southerly line of said Lady of the Lake Cove, the following five (5) courses and distances:

1. With the arc of a non-tangent curve to the left 67.59 feet having a radius of 45.00 feet a central angle of 86°03'26" and a chord bearing and distance of N11°26'39"W, 61.41 feet to a calculated point of tangency;
2. N54°28'22"W, 607.68 feet to a calculated point at the beginning of a curve to the left;
3. With the arc of said curve to the left 34.88 feet having a radius of 45.00 feet a central angle of 44°24'55" and a chord bearing and distance of N76°40'49"W, 34.02 feet to a calculated point of reverse curvature;
4. With the arc of said curve to the right 109.34 feet having a radius of 60.00 feet a central angle of 104°24'55" and a chord bearing and distance of N46°40'49"W, 94.83 feet to a calculated point and;
5. N54°28'22"W, 105.76 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 said Official Public Records;

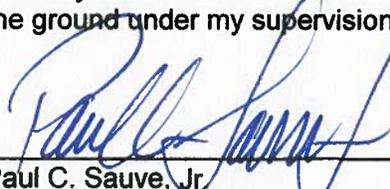
**THENCE**, with the easterly line of said 120.622 acre tract, N19°58'54"E, 62.28 feet to a calculated point for the northerly corner of the herein described tract same being the most northerly corner of Lady of the Lake Cove;

**THENCE**, leaving the easterly line of said 120.622 acre tract and once again crossing said 155.992 acre tract with the northerly line of said Lady of the Lake Cove, the following five (5) courses and distances:

1. S54°28'22"E, 122.45 feet to a calculated point at the beginning of a non-tangent curve to the right;
2. With the arc of said curve to the right 109.34 feet having a radius of 60.00 feet a central angle of 104°24'55" and a chord bearing and distance of S62°15'54"E, 94.83 feet to a calculated point of reverse curvature;
3. With the arc of said curve to the left 34.88 feet having a radius of 45.00 feet a central angle of 44°24'55" and a chord bearing and distance of S32°15'54"E, 34.02 feet to a calculated point of tangency;
4. S54°28'22"E, 604.61 feet to a calculated point at the beginning of a curve to the left;
5. With the arc of said curve to the left 68.79 feet having a radius of 45.00 feet a central angle of 87°35'04" and a chord bearing and distance of N81°44'06"E, 62.28 feet to the **POINT OF BEGINNING** and containing 1.347 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.

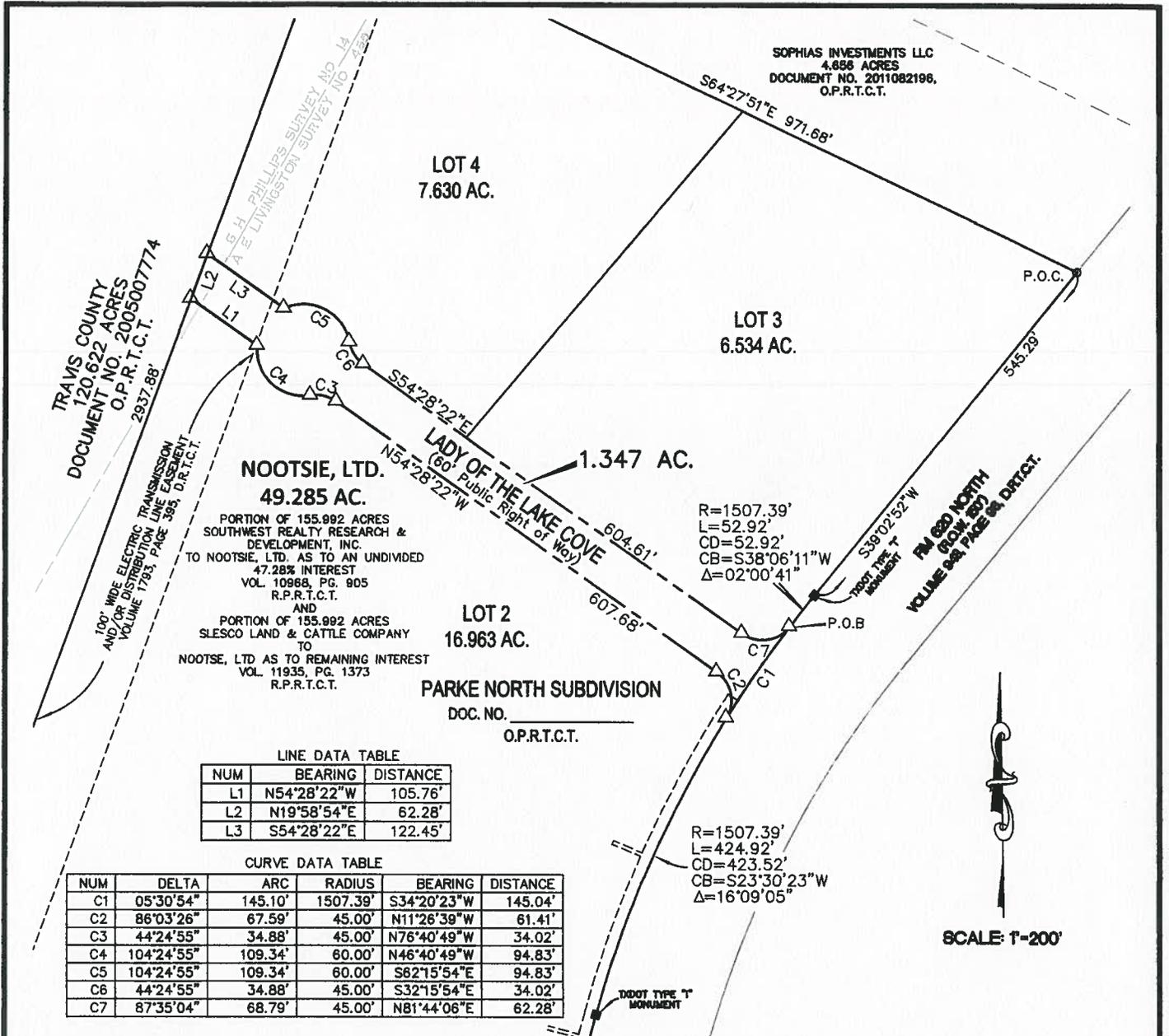
  
\_\_\_\_\_  
Paul C. Sauve, Jr.  
Registered Professional Land Surveyor  
No. 2518 – State of Texas  
October 21, 2014



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=10130996.25 E=3082190.12. DISTANCES SHOWN HEREON ARE SURFACE. TO CONVERT TO GRID, MULTIPLY THE DISTANCE SHOWN BY THE COMBINED SCALE FACTOR.

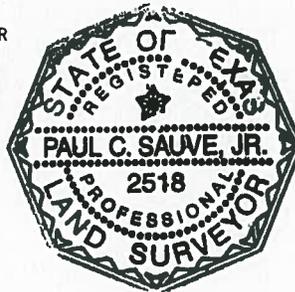
Reference:  
TCAD PROPERTY ID: 701824  
AUSTIN GRID D-36



**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., RPLS# 2518



**EXHIBIT "A"**

**Sketch to Accompany Property Description**

Sheet 3 of 3

**RIGHT OF WAY VACATION**  
1347 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 TEL: 817-878-8790  
TEPLS FIRM REGISTRATION NO. 10178100

DATE: 10/21/2014  
SCALE: 1"=200'  
CHECKED BY: PCS  
DRAFTED BY: PCS  
DESIGNED BY: \_\_\_\_\_

**EXHIBIT "B"**  
**QUITCLAIM DEED**

STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

That Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County", HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto Taylor Morrison of Texas, Inc., hereinafter referred to as Transferee, and their successors and assigns, all of the County's right, title and interest, if any, in and to the following described real property situated in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described as the right-of-way known as the Lady of the Lake Cove, which is described in Exhibit A, which is attached hereto and made a part hereof, and which is located on real property in the Parke North Subdivision, a subdivision plat of record at Document #201400167, of the Plat Records of Travis County, Texas;

and to the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said County and its assigns forever, so that the County shall not at any time hereafter have, claim, or demand any right of title to the aforesaid property, premises, or appurtenances, or any part thereof.

EXECUTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
SAMUEL T. BISCOE  
TRAVIS COUNTY JUDGE

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Notary's Name (Printed): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Transferee's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After recording please return to:

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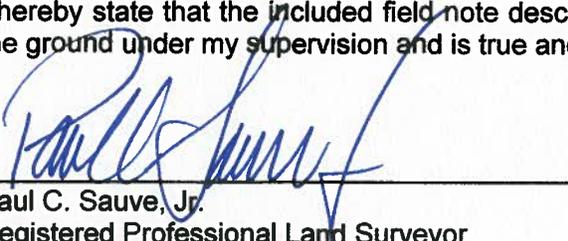
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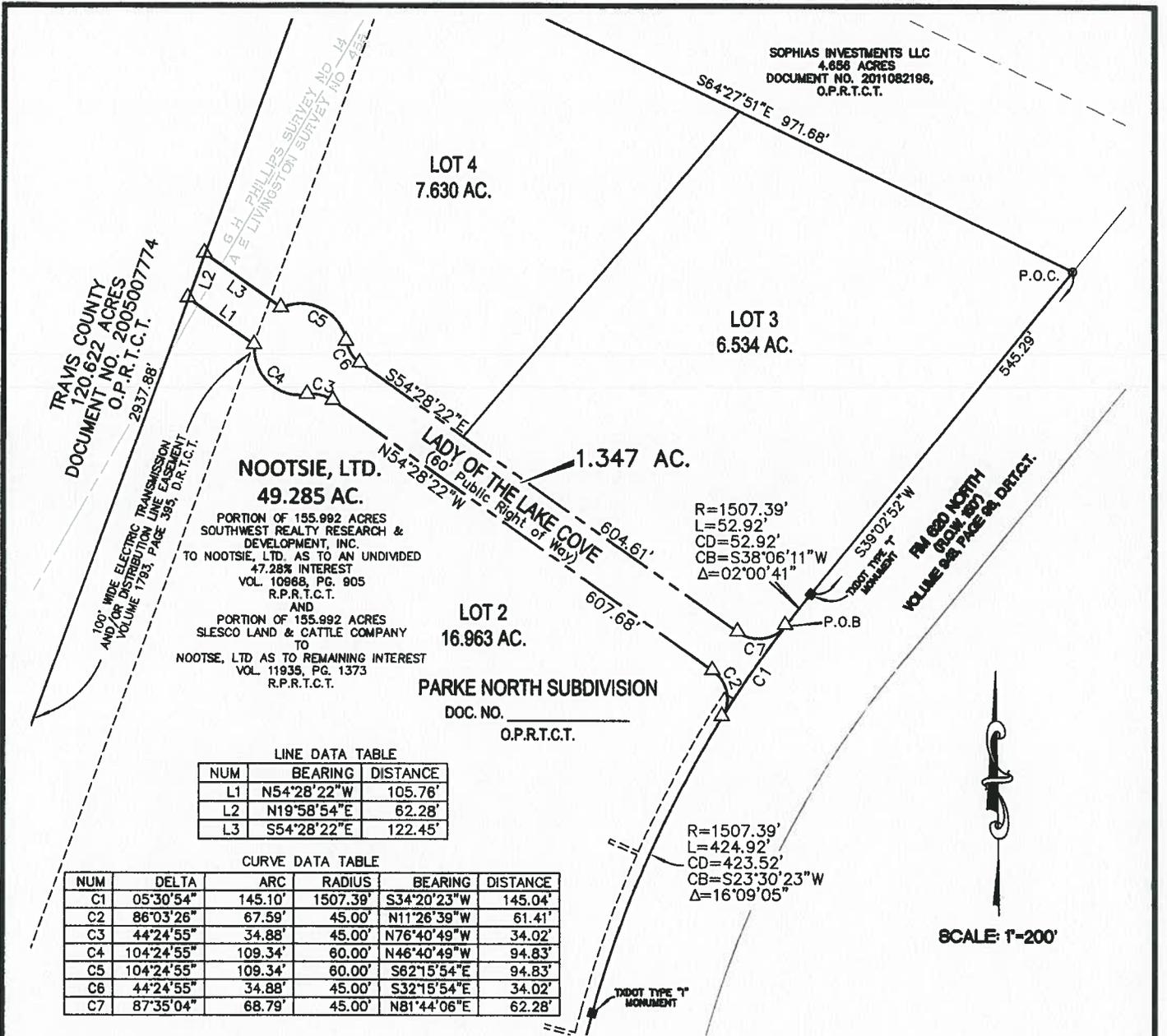
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*Paul C. Sauve, Jr.*  
 PAUL C. SAUVE, JR., RPLS# 2518



**LEGEND**

- ⊙ 1/2-INCH IRON PIPE FOUND
- TXDOT TYPE "T" 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"**

**Sketch to Accompany Property Description**

<p><b>RIGHT OF WAY VACATION</b>  <b>1.347 ACRES</b>  <b>NOOTSIE, LTD.</b>  <b>VOL. 10968, PG. 905 AND VOL. 11935, PG. 1375</b>  <b>REAL PROPERTY RECORDS TRAVIS COUNTY, TX</b></p>	 <b>AUSTIN SPATIAL TECHNOLOGIES, LLC</b> LAND SURVEYORS - GEOMATIC SPECIALISTS www.austinspatial.com      PH: 818-678-8760 TEXAS FIRM REGISTRATION NO. 10178100	DATE: 10/21/2014 SCALE: 1"=200' CHECKED BY: PCS DRAFTED BY: PCS DESIGNED BY: _____
--	--	--

# TaylorMorrison

TAYLOR MORRISON  
OF TEXAS, INC.

Austin Division

11200 Lakeline Boulevard, Ste 150A  
Austin, TX 78717

p.(512) 532-2172  
f. (512) 328-7988

taylormorrison.com

August 22, 2014

Re: Right-of-Way Vacation Request

Dear Mr. Paul Scoggins,

Taylor Morrison of Texas, Inc. 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 Final Plat for this property was recently approved by Travis County Commissioner's Court and was recorded on July 31, 2014, Document # 201400167. The Final Plat shows a 60' right-of-way called "Lady of the Lake Cove." The right-of-way was dedicated to Travis County to provide access to the adjacent property owned by Travis County. On June 15, 2014, Travis County approved a Reciprocal Access Agreement (Document #2014105814) that provides Travis County access to their property through private roads. Therefore, Taylor Morrison requests that the 60' right-of-way called Lady of the Lake Cove be vacated.

Thank you for your time and consideration.

Sincerely,



Adib Khoury  
Vice President Land Resources  
Taylor Morrison of Texas, Inc.

# TaylorMorrison

TAYLOR MORRISON  
OF TEXAS, INC.

Austin Division

11200 Lakeline Boulevard, Ste 150A  
Austin, TX 78717

p. (512) 532-2172  
f. (512) 328-7988

[taylormorrison.com](http://taylormorrison.com)

August 25, 2014

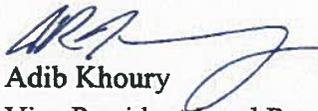
Re: Right-of-Way Vacation Request - Adjacent Property Owner Approval

Dear Mr. Paul Scoggins,

Taylor Morrison of Texas, Inc. is the owner of Lot 4 of the Parke North Final Plat, Document # 201400167. As an adjacent land owner, we do not object to the request to vacate the 60' right-of-way called Lady of the Lake Cove from the Final Plat. There will be private roads throughout the property that will provide sufficient access.

Thank you for your time and consideration.

Sincerely,



Adib Khoury  
Vice President Land Resources  
Taylor Morrison of Texas, Inc.



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 9100 N. FM 620, Austin, Texas, 78726 (address) and/or Parke North Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Sangeeta Jain  
Signature  
SANGEETA JAIN  
Printed Name  
Development Services  
Title Process Coordinator  
COA  
Utility Company or District  
Oct 10, 2014  
Date

Please return this completed form to:

Texas Engineering Solutions  
Name  
5000 Bee Caves Road, Suite 206  
Address  
Austin Texas 78746  
City/State/Zip



**TRANSPORTATION AND NATURAL RESOURCES**

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



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

RECEIVED  
SEP 10 2014

BY:.....*gjs*

9 September 2014

Ms. Nancy Stroder  
Forward Planning Manager  
Taylor Morrison, Inc.  
11200 Lakeline Blvd., Suite 150B  
Austin, TX 78717

RE: Approval letter for vacating right-of-way easement on Parke North Property located at 9512 FM 620, Austin, TX

Dear Ms. Stroder:

This memo is in response to your request for a letter from the owners of property adjacent to the subject property that may be affected by the proposed action to vacate or abandon the current right-of-way. As the owners and manager of the adjacent Balcones Canyonlands Preserve (BCP) Unit, Travis County Natural Resources and Environmental Quality has no objection to the vacation or abandonment of the 60' right-of-way called "Lady of the Lake Cove" as shown in the Final Plat approved by the Travis County Commissioners Court and recorded on 31 July 2014; document # 201400167. The Reciprocal Access Agreement, document # 2014105814, executed on 15 June 2014 provides Travis County with access to the adjacent BCP property through other roads. We are in support of the right of way vacation; the proposed condominium project includes internal drives that we find to be commensurate with respect to safety and access as the original roadway.

Thank you

A handwritten signature in blue ink, appearing to read "Jon A. White".

Jon A. White, Director  
Natural Resources and Environmental Quality Division  
Travis County Transportation and Natural Resources

Attachments: Request letter  
Final Plat



## 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.

25A

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: Samuel T. Biscoe

Title: Travis County Judge

Date: 7-15-14

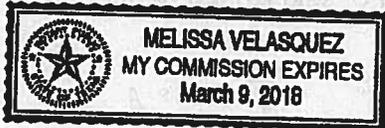
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15 day of July, 2014, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

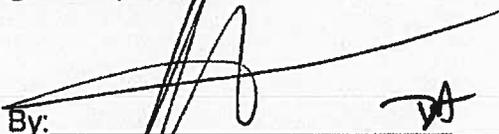


Melissa Velasquez  
Notary Public, State of Texas



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

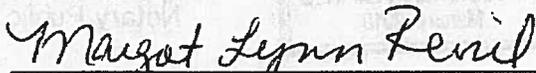
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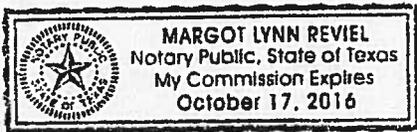
STATE OF TEXAS

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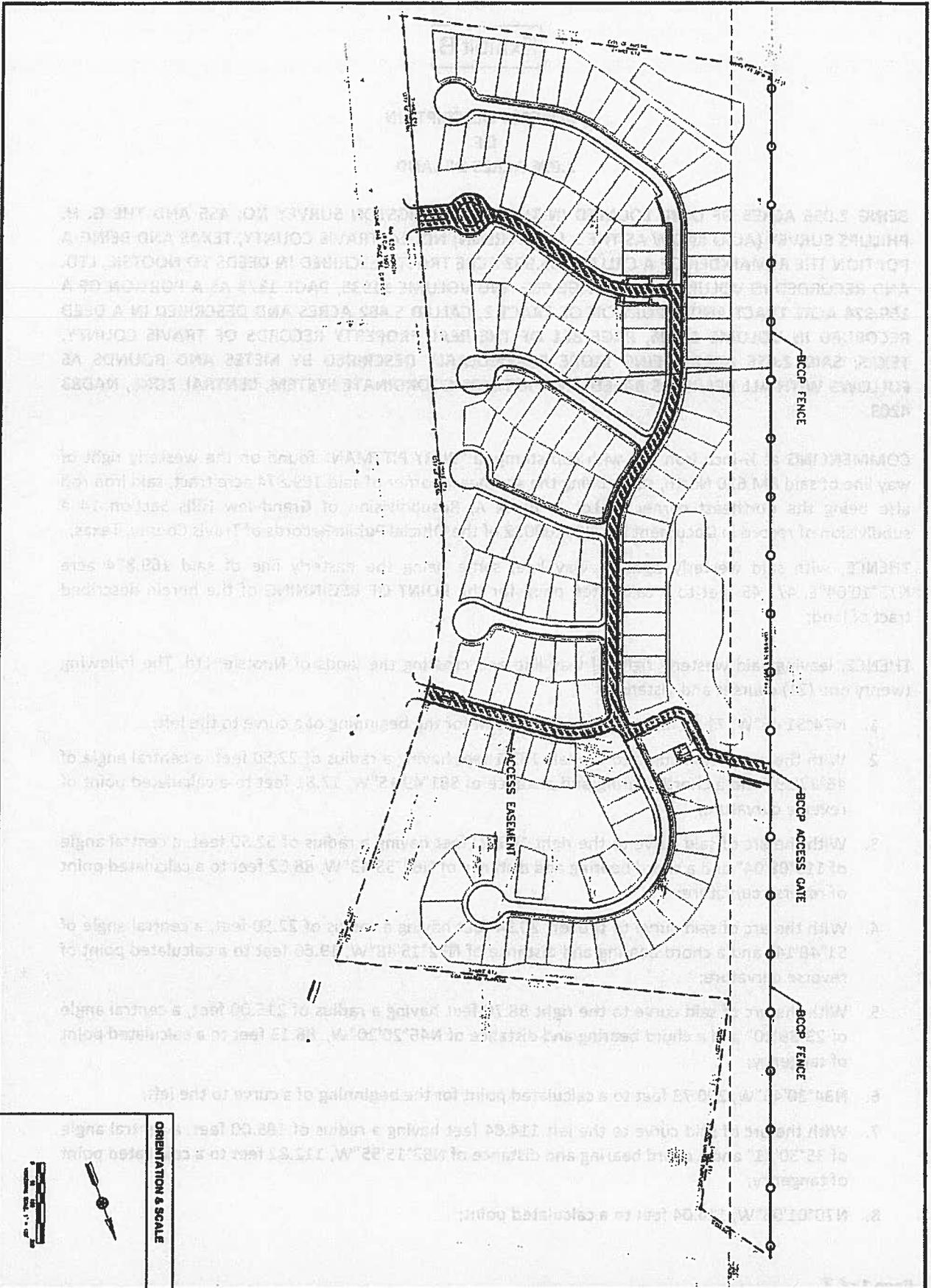
COUNTY OF TRAVIS

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**



**ORIENTATION & SCALE**

**PHASE 2 ACCESS EASEMENT EXHIBIT**

**1**

NO.	DATE	DESCRIPTION

**CONTRACTOR**

**PROJECT DATA**

Project Name: Park North

Project No: 1000000000

Project Date: 10/15/2010

Project Location: Dallas, Texas

Project Status: In Progress

Project Manager: [Name]

Project Engineer: [Name]

Project Designer: [Name]

Project Checker: [Name]

Project Approver: [Name]

**Texas Engineering Solutions**

1000000000

10/15/2010

1000000000

**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:

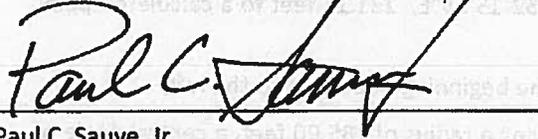
1. N54°29'37"W, 60.54 feet to a calculated point for the beginning of a curve to the right;
2. With the arc of said curve to the right 40.13 feet having a radius of 65.00 feet, a central angle of 35°22'29" and a chord bearing and distance of N36°48'22"W, 39.50 feet to a calculated point of tangency;
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

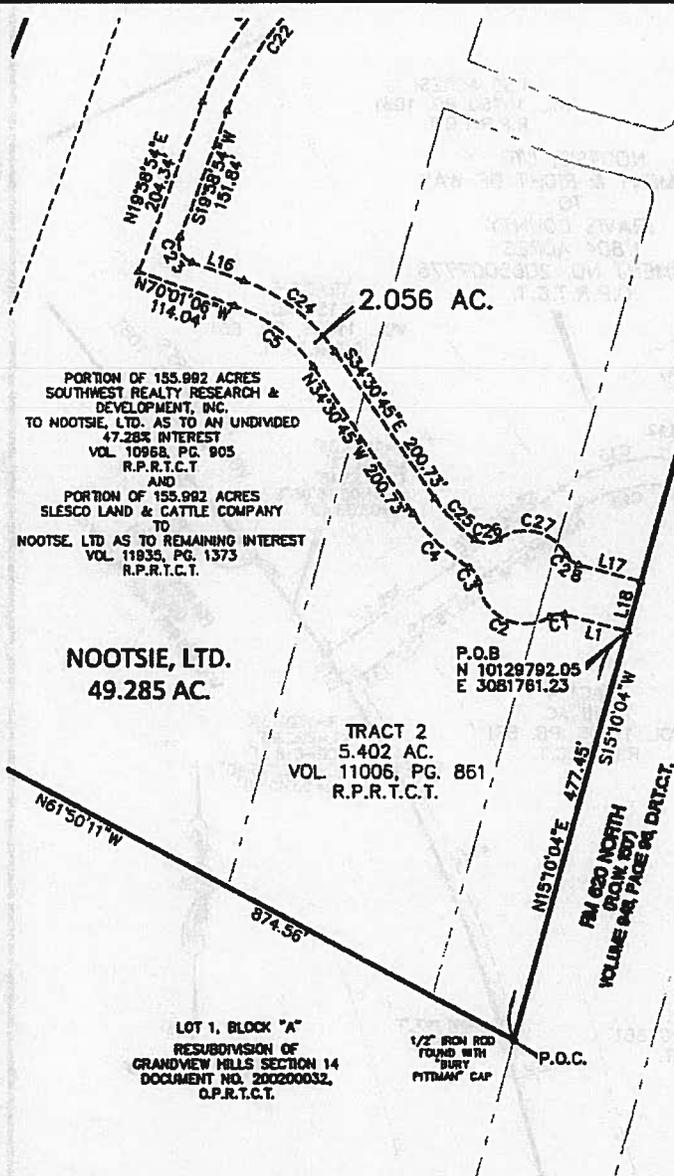
LINE DATA

NUM	BEARING	DISTANCE
L1	N74°51'45"W	71.88'
L2	N54°21'47"E	87.83'
L3	N04°18'38"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	151.08'
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	18.66'
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	82°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'	85.00'	N38°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'	S78°50'45"E	78.78'
C28	46°37'59"	18.31'	22.50'	S51°32'45"E	17.81'



PORTION OF 155.982 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 155.982 ACRES  
SLESCO LAND & CATTLE COMPANY  
TO  
NOOTSIE, LTD AS TO REMAINING INTEREST  
VOL. 11935, PG. 1373  
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.

P.O.B  
N 10128792.05  
E 3081761.23

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  
PITMAN" CAP

N151°04'E 477.45'  
FM 620 NORTH  
(CRANK 200)  
VOLUME 948 PAGE 94 DRICT.

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., NPLS 2518



LEGEND

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "T" 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

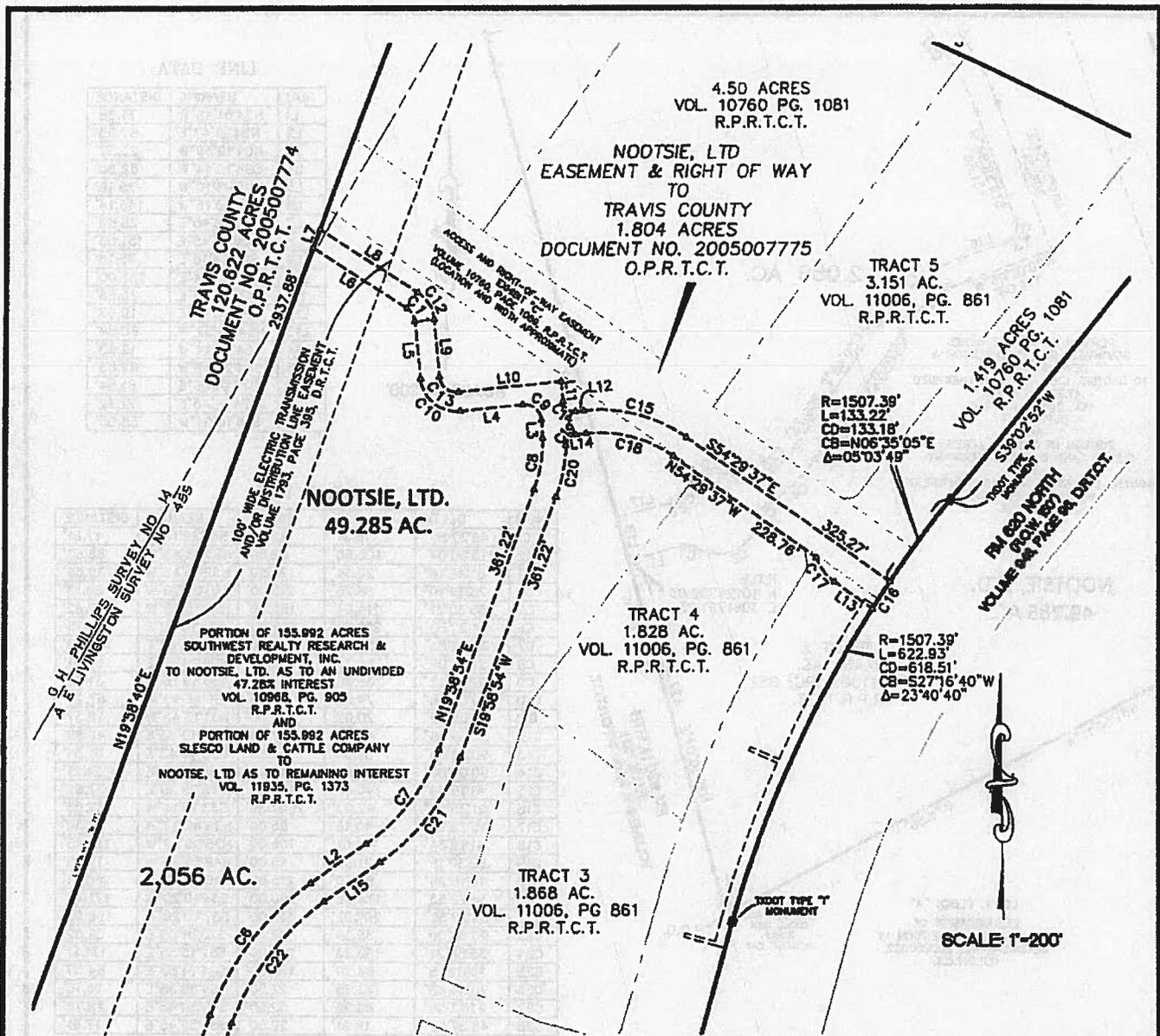
EXHIBIT "A"

Sheet 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 PR: 618-673-6730

DATE: 06/08/2014  
SCALE: 1"=200'  
CHECKED BY: PCS  
DRAFTED BY: PCS  
DESIGNED BY: \_\_\_\_\_



**LEGEND**

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "T" 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**

  
**AUSTIN SPATIAL TECHNOLOGIES, LLC**  
 LAND SURVEYORS - GEOMATIC SPECIALISTS  
 www.austinspatial.com      PH: 512-670-6730

DATE: 06/06/2014  
 SCALE: 1"=200'  
 CHECKED BY: PCS  
 DRAFTED BY: PCS  
 DESIGNED BY: \_\_\_\_\_





**After recording, return to:**

Travis County, Texas

Attn: ~~Wendy Connally (or successor)~~ *David Salazar* ~~Natural Resource Program Manager~~

Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Jul 17, 2014 10:45 AM

2014105814

FEE: \$0.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at Lady of the Lake Cove (address) and/or Public Row in Parke North Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

*Chris Landgraf*  
 Signature  
Chris Landgraf  
 Printed Name  
Engineer III  
 Title  
TGS - Texas Gas Service  
 Utility Company or District  
8/26/2014  
 Date

Please return this completed form to:

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City/State/Zip



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 9100 North FM 620, Austin, Texas, 78726 (address) and/or Parke North Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Diana Hamilton

Signature

DIAnn Hamilton

Printed Name

District Planning Supervisor

Title

Padernal's Electric Corp, Inc.

Utility Company or District

Sept. 22, 2014

Date

Please return this completed form to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 9100 N. FM 620, Austin, Texas, 78726 (address) and/or Parke North Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

David A. Williams  
Signature  
DAVID A. WILLIAMS  
Printed Name  
Lead CSP PLNS & ENGRS DESIGN  
Title  
AT&T  
Utility Company or District  
10-03-14  
Date

Please return this completed form to:

Texas Engineering Solutions  
Name  
5000 Bee Caves Road, Suite 206  
Address  
Austin Texas 78746  
City/State/Zip



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 9100 N. FM 620, Austin, Texas, 78726 (address) and/or Parke North Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

*Eric Seaman*  
Signature  
ERIC SEAMAN  
Printed Name  
LEAD PROJECT COORDINATOR  
Title  
CITY OF AUSTIN WATER UTILITY  
Utility Company or District  
09/09/14  
Date

Please return this completed form to:

Texas Engineering Solutions  
Name  
5000 Bee Caves Road, Suite 206  
Address  
Austin Texas 78746  
City/State/Zip



# City of Austin

Austin Water, P.O. Box 1088 Austin, Texas 78767, Phone: (512) 972-0101 Fax: (512) 972-0111

September 9, 2014

Connor Overby  
Texas Engineering Solutions  
5000 Bee Caves Road, Suite 206  
Austin, Texas, 78746

Re: Right-of-Way Vacation Request for 9100 N. FM 620, Austin, Texas, 78726 within the Parke North Subdivision

Dear Mr. Overby,

Austin Water Utility (AWU) staff has evaluated your proposed request for the right-of-way (ROW) vacation of "Lady of the Lake Cove," being 1.347 acres of land out of the A.E. Livingston Survey No. 455 and the G.H. Phillips Survey No. 14, as dedicated by the Parke North Subdivision via document number 201400167, recorded in the official public records in Travis County, Texas.

AWU approves the requested ROW vacation from a water and wastewater utility perspective as there are no AWU utilities affected by the request.

If you have any questions regarding this response, please feel free to contact Angela Baez at 512-972-0221 or Eric Sermeno at 512-972-0497.

Cordially,

Eric Sermeno, MBA  
Lead Project Coordinator  
Austin Water Utility

Xc: Nancy Stroder, Forward Planning Manager, Taylor Morrison  
Angela Baez, Project Coordinator, AWU



*The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*



October 1, 2014

Connor J Overby  
Texas Engineering Solutions, LLC  
5000 Bee Caves Rd, Ste. 206  
Austin, TX 78746

**SUBJECT: Abandonment of Lady of the Lake Cove ROW Vacation, Austin, TX 78726**

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW near 9100 N. FM 620, located within the city of Austin, TX.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to [west-engineering-relo@twcable.com](mailto:west-engineering-relo@twcable.com).

Please share this information with whoever needs these services.

Sincerely,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves.

Lady of the Lake Cove ROW Vacation  
Austin, TX  
Easement Release





**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

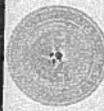
A Public Notice of Rejection of Dedication of Right-of-Way sign was posted on November 12, 2014, on the west side of FM 620 at its intersection with Lady of the Lake Cove as dedicated by the Parke North Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 12 DAY OF November, 2014.

SIGNATURE: Jaime Garcia  
NAME (PRINT): Jaime Garcia  
TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\14-ROW\01-LadyoftheLakeCove\SignRequest\_LadyoftheLakeCove.doc

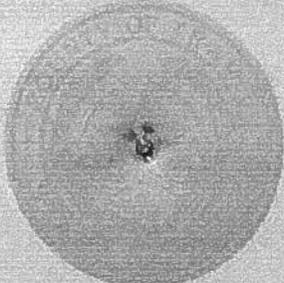


# NOTICE OF PUBLIC HEARING

DECEMBER 2, 2014 AT 9:00 AM  
REJECTION OF RIGHT-OF-WAY (ROW)

TO APPROVE THE REJECTION OF  
DEDICATION AND QUITCLAIM OF  
THE ROW KNOWN AS THE LADY  
OF THE LAKE COVE AS DEDICATED  
BY THE PARKE NORTH SUBDIVISION-  
A SUBDIVISION IN PRECINCT THREE

A HEARING WILL BE HELD AT  
THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
700 LAVACA ST. AUSTIN, TEXAS  
FOR MORE INFORMATION CALL 854-9383



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700 LAVACA ST. AUSTIN, TEXAS**

**FOR MORE INFORMATION CALL 854-9383**



TRV  
3 PGS

201400167

PLAT DOCUMENT # \_\_\_\_\_

# PLAT

## PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: PARKE NORTH SUBDIVISION

OWNERS NAME: NOOTIE LTD

RESUBDIVISION? YES  NO

## ADDITIONAL RESTRICTIONS / COMMENTS:

2014114175

## RETURN:

PLANNING AND DEVELOPMENT  
REVIEW DEPT  
505 BARTON SPRINGS 4<sup>TH</sup> FL  
AUSTIN TX 78701  
ATTN DON PERRYMAN

## PLAT FILE STAMP

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Jul 31, 2014 03:53 PM

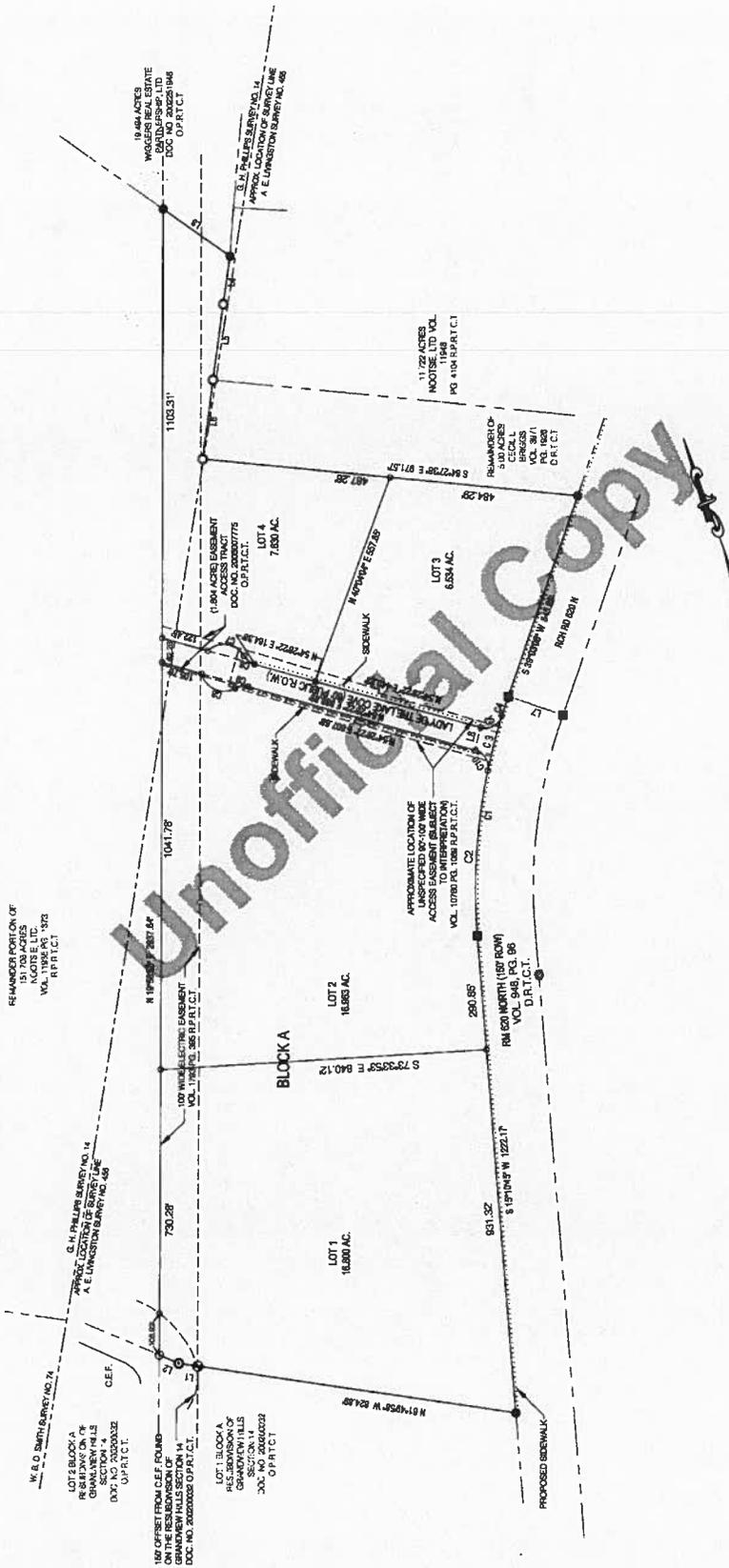
201400167

BENAVIDESV: \$102.00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS



# PARKE NORTH SUBDIVISION



**LOT SUMMARY**

LOT	ACREAGE	SQ. FEET	USAGE
1	16,800	743,812	MF
2	16,800	739,508	MF
3	6,804	294,621	OF/RT
4	7,800	339,383	OF/RT
<b>TOTAL</b>	<b>47,924</b>	<b>2,087,704</b>	



**LEGEND**

- DEED RECORD TRAVIS COUNTY TEXAS
- REAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- OFFICIAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- FEATURE ENVIRONMENTAL
- MINI MAG FOUND IN CONC
- 1/2" IRON PIPE FOUND
- COTTON SPINDLE FOUND
- IRON ROD WITH YELLOW CAP
- INSCRIBED "A'S ENGINEERS" SET
- TYPE I T-DOT MONUMENT FOUND
- ..... SIDEWALK

**CURVE TABLE**

NO.	RADIUS	ARC	CHORD	BEARING
C1	1601.38	622.86	571.65	S 27°10'05" W
C2	1507.38	463.97	423.17	S 27°32'25" W
C3	1507.38	463.97	423.17	S 27°32'25" W
C4	1507.38	463.97	423.17	S 27°32'25" W
C5	1507.38	463.97	423.17	S 27°32'25" W
C6	46.00	34.89	34.82	S 82°18'54" E
C7	60.00	103.34	84.82	N 62°15'54" W
C8	60.00	103.34	84.82	S 48°40'42" E
C9	46.00	34.89	34.82	N 78°42'45" W
C10	46.00	67.59	61.41	N 11°29'59" W

**LINE TABLE**

NO.	BEARING	LENGTH
L1	N 51°50'00" W	48.00
L2	S 47°14'28" E	51.19
L3	S 27°32'25" W	124.82
L4	S 27°32'25" W	124.82
L5	S 27°32'25" W	186.00
L6	S 27°20'07" W	204.00
L7	S 61°11'14" E	148.81
L8	N 32°28'44" E	60.00

PROJECT NO. \_\_\_\_\_  
 PLOT DATE JULY 2011  
 SHEET 2 of 3

**AT&S**  
 Engineers  
 Inspectors  
 & Surveyors

8200 N. CENTRAL EXPRESSWAY, SUITE 400, DALLAS, TEXAS 75246  
 TEL: 972.382.1111 FAX: 972.382.1112

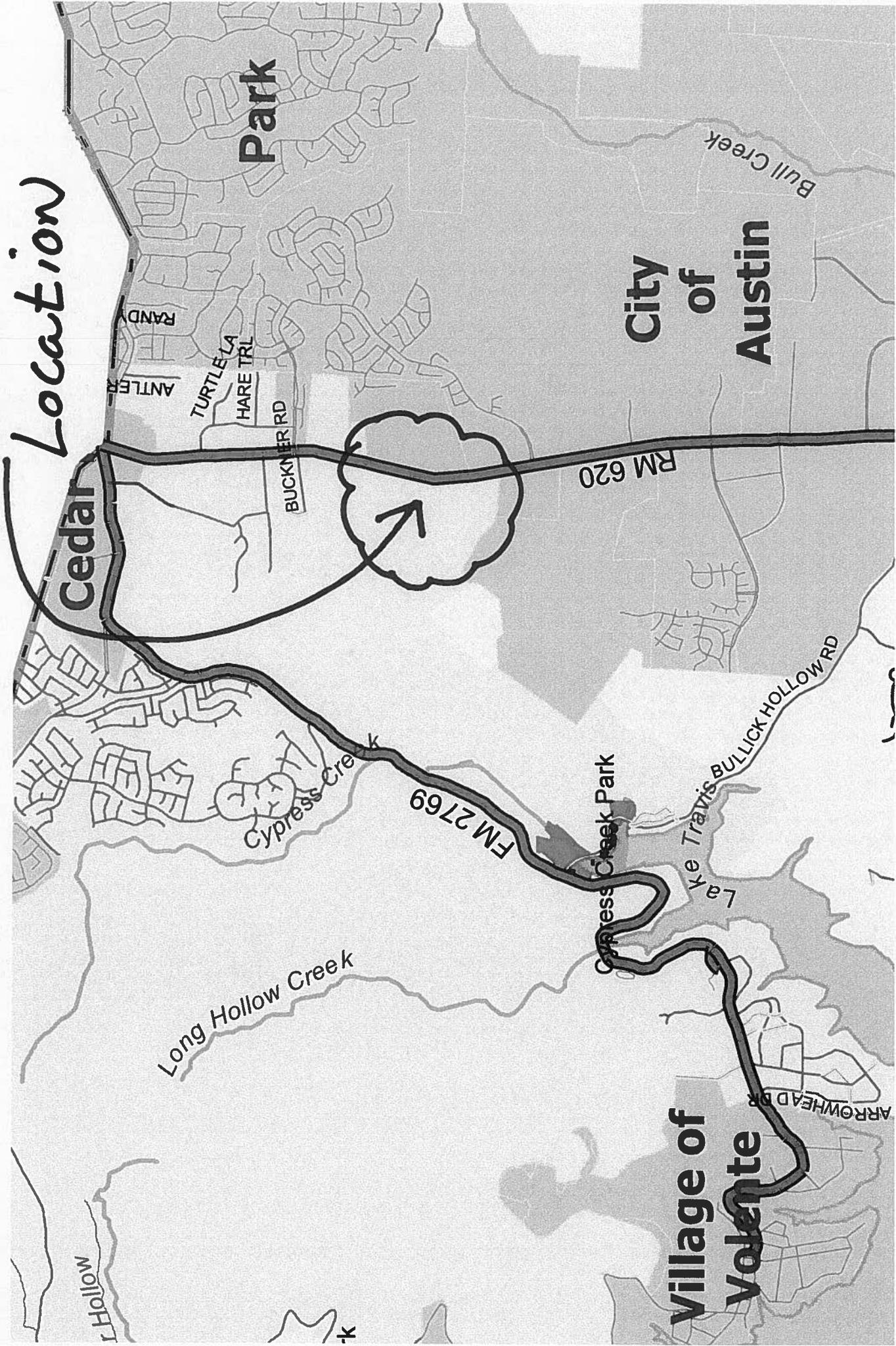
**C8J-85-090.01.1A**

2011/07/17





Site Location



Cedar

Park

City of Austin

RM 620

FM 2769

Cypress Creek Park

Village of Volente

Long Hollow Creek

Cypress Creek

Lake Travis

Bull Creek

BULL HOLLOW RD

Hollow

ANTLER

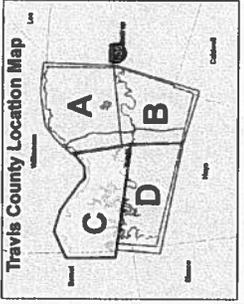
TURTLE

HARE TRL

BUCKNER RD

ARROWHEAD DR

# SITE LOCATION



Sources: City of Austin Roads - COA 2013, Unincorporated Roads - Travis County 2013, Oracle-NHD 2005, Parls - Travis County 2013.

**Legend**

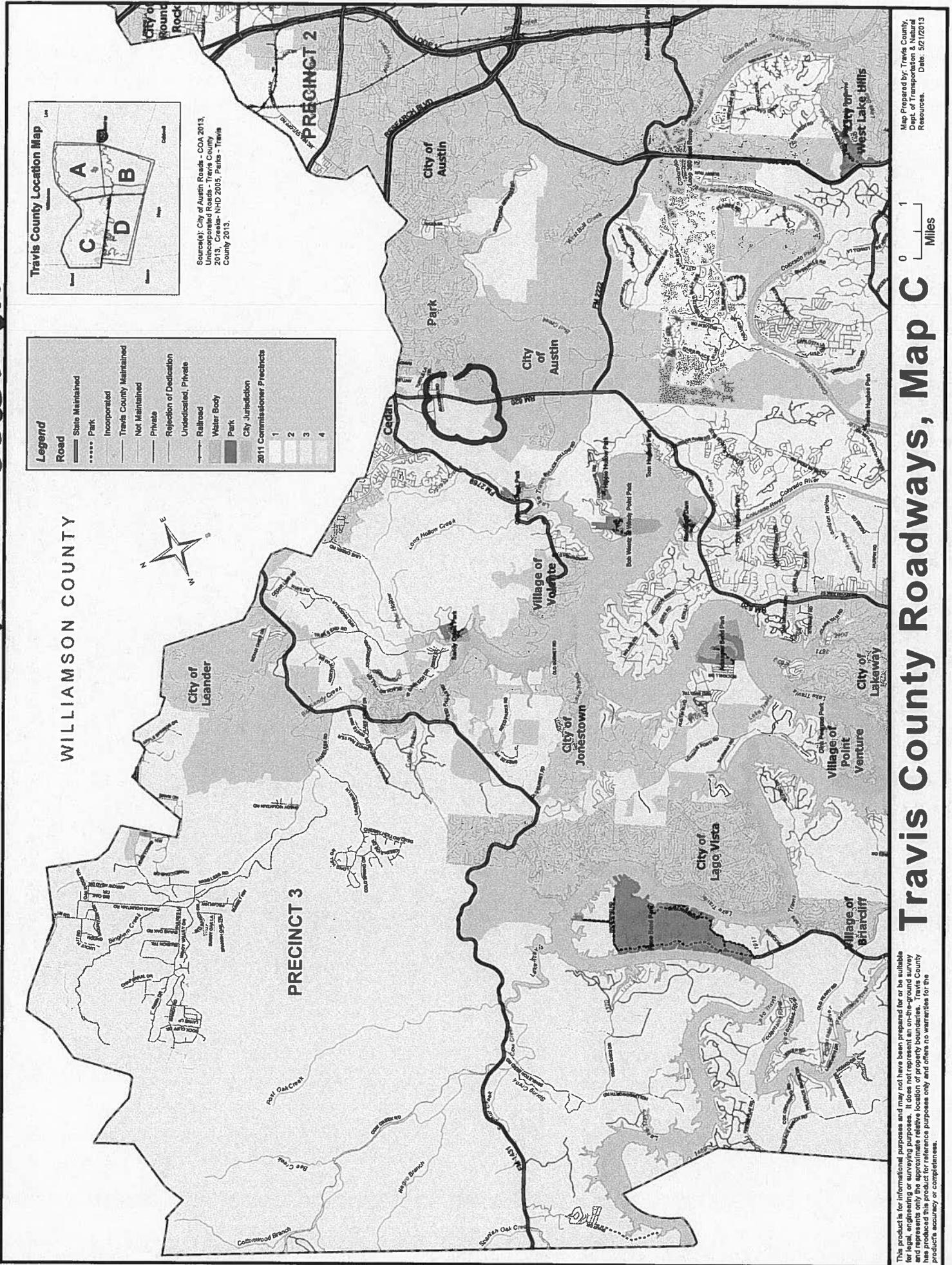
- Road
  - State Maintained
  - Incorporated
  - Travis County Maintained
  - Not Maintained
  - Private
  - Unredicated, Private
  - Railroad
  - Water Body
  - Park
- City Jurisdiction
- 2011 Commissioner Precincts
  - 1
  - 2
  - 3
  - 4



WILLIAMSON COUNTY

PRECINCT 3

PRECINCT 2



Map Prepared by: Travis County, Division of Transportation Resources, Date: 5/21/2013



# Travis County Roadways, Map C

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-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.