





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 N

 SUBJECT TRACT

 PENDING CASE

 ZONING BOUNDARY

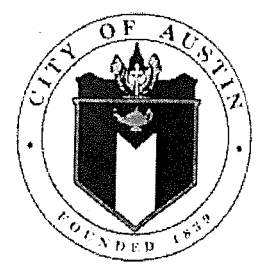
NOTIFICATIONS

CASE#: C15-2015-0112
LOCATION: 4209 Hidden Canyon Cove

1" = 247'

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.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



CASE# C15-205-0112
ROW# 11385453
TAX# 0129090111
TCAD✓

48
2

CITY OF AUSTIN
APPLICATION TO BOARD OF ADJUSTMENT
GENERAL VARIANCE/PARKING VARIANCE

WARNING: Filing of this appeal stops all affected construction activity.

PLEASE: APPLICATION MUST BE TYPED WITH ALL REQUESTED INFORMATION COMPLETED.

STREET ADDRESS: 4209 Hidden Canyon Cove

LEGAL DESCRIPTION: Subdivision - The Preserve

Lot(s) 16 & 15 Block B Outlot _____ Division _____

I/We Bruce S Aupperle, P.E. on behalf of myself/ourselves as authorized agent for

Carl Laurysen affirm that on 6/1, 2015,

hereby apply for a hearing before the Board of Adjustment for consideration to:

(check appropriate items below and state what portion of the Land Development Code you are seeking a variance from)

☒ ERECT ☐ ATTACH ☐ COMPLETE ☐ REMODEL ☐ MAINTAIN

Variance from Sections 25-2-551(B)(3)(a) and 25-2-551(E)(2) to allow construction of a tram in the shoreline setback that will be used to provide pedestrian access to an existing boat dock over steep and rugged terrain.

in a LA district.
(zoning district)

NOTE: The Board must determine the existence of, sufficiency of and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional support documents.

VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):

REASONABLE USE:

1. The zoning regulations applicable to the property do not allow for a reasonable use because:

The shoreline setback area is only applicable to property zoned "LA" and does not apply to other zoning districts along Lake Austin. Without the variance the applicant would not be able to access all areas of the property.

HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that:

The property has extreme slope challenges (greater than 35% between the home and the dock and shoreline) without the construction of a tram there is no other means of access to the proposed boat dock.

- (b) The hardship is not general to the area in which the property is located because:

The majority of the properties along this area of Lake Austin do not have the same topography issues as this lot. The terrain of the adjacent lots are more gradual in nature and are accessible using other means of pedestrian access.

AREA CHARACTER:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

The variance will not alter the character of the area because the tram will be screened with existing and proposed vegetation, and all setbacks will be adhered to. For property zoned LA, other improvements are allowed in the shoreline setback which would have a greater impact environmentally and visually on surrounding properties, such as a driveway and road. However, these types of improvements are not feasible due to existing site conditions. Therefore a tram is the only means of access for this applicant.

PARKING: (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonable require strict or literal interpretation and enforcement of the specific regulation because:

184

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.

APPLICANT CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

OWNERS CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed [Signature] M.D. Mail Address 4209 Hidden Canyon Cove

City, State & Zip Austin, Texas, 78746

Printed Carl Lauryssen Phone 310 7706849 Date 6/1/2015

8/5

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.

APPLICANT CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed  Mail Address 10088 Circlevue Dr.

City, State & Zip Austin, TX 78733

Printed 6/1/15 Phone 512-329-8241 Date 6/1/15

OWNERS CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed  Mail Address 10088 Circlevue Dr.








Agent for Owner
City, State & Zip Austin, TX 78733

Printed 6/1/15 Phone 512-329-8241 Date 6/1/15

4209 HIDDEN CANYON AERIAL 2012



Legend

-  Lot Lines
-  Streets
-  Building Footprints
-  Named Creeks
-  Lakes and Rivers
-  Parks
-  County

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. THIS PRODUCT HAS BEEN PRODUCED BY THE CITY OF AUSTIN FOR THE SOLE PURPOSE OF GEOGRAPHIC REFERENCE. NO WARRANTY IS MADE BY THE CITY OF AUSTIN REGARDING SPECIFIC ACCURACY OR COMPLETENESS.

817

L. GORDON STEARNS & ASSOCIATES, INC.		SURVEY PLAT
11303 TEDFORD STREET, AUSTIN, TEXAS 78753 / 512-855-0633		
LOCAL ADDRESS: 4309 HIDDEN CANYON COVE	REFERENCE NAME: DORRY KEITH MORRILLAND	
LEGAL DESCRIPTION: Lot - 16	Block - 8, of	
THE PRESERVE		
a subdivision in the COUNTY of TRAVIS, Texas, of record in Plat BOA 83 of Page 152B & 152C		
of the TRAVIS County, Texas, Plat BOA 83.		

NORTH
SCALE 1" = 50'

0 - IRON PIN FOUND
+ - IRON PIN SET
x - SPIKE FOUND
--- IRON NAIL EDGE

LOT 15

LOT 16

Encumbrance for boat access as recorded in Vol. 10721, Page 1362, Property Records of Travis County, Texas.

Conservation, maintenance, drainage, access and right to make changes and additions to encumbrance as recorded in Vol. 9189, Page 442 and Vol. 10721, Page 1362, Property Records of Travis County, Texas.

AND CONSERVATION EASEMENT (PLAT) constructed as recorded in Vol. 106, Page 53 and Vol. 275, Page 68, Deed Records of Travis County, Texas, easements made in 1892 and 1915.

STATE OF TEXAS I, TO THE LIEU HOLDERS AND/OR OWNERS OF THE PREMISES SURVEYED AND TO THE COUNTY OF TRAVIS, PRINTED HEREIN.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE TRACT LEGALLY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCUMBRANCES, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT SAID TRACT HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FED. INS. ADM. DEPT. OF HUD. FLOOD HAZARD BOUNDARY MAP DATED APRIL 82, SEPT 81.

L. Gordon Stearns

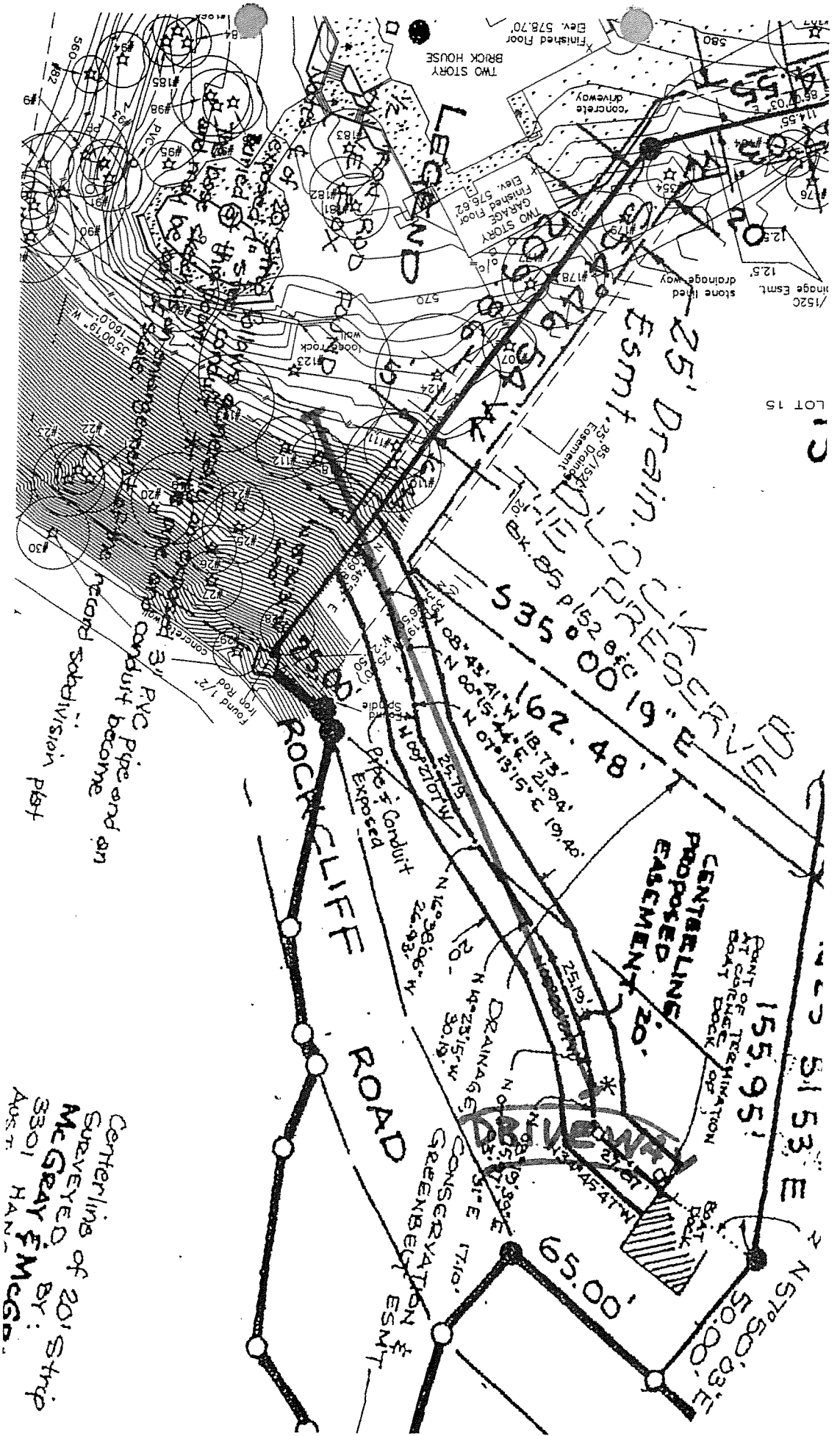
DATED - FEBRUARY 8TH, 1993 A.D.

L. GORDON STEARNS / REGISTERED PROFESSIONAL LAND SURVEYOR / NO. 2467

JOB NO. 10533

2910

TRAM ALIGNMENT #3



Centerline of 20' Strip
Surveyed by:
McGray & McGee
Aug 11

DOC. NO.

89085541

FILM CODE

00004525159

BOAT DOCK USE AND ACCESS
EASEMENT

3:32 45 3393

19.00 INDX
1 3 10/03/89
14.61-CHK

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: 890855.41-DOCT

THAT ROCKCLIFF JOINT VENTURE, a Texas joint venture, owners of Lot 15, Block "B" of the Preserve subdivision, a plat of record recorded at Plat Book 85, page 152-C, Plat Records of Travis County, Texas (hereinafter referred to as the Servient Estate) joined by ALLIANCE BANK, NATIONAL ASSOCIATION, a National banking association, owners of an equitable interest in the Servient Estate, hereinafter collectively referred to as "Grantor," 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 is hereby acknowledged and confessed, to Grantor in hand paid by Bobby Keith Moreland (hereinafter referred to as "Grantee"), has this day GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, his (its) heirs, administrators and executors (successors and assigns), an unobstructed, perpetual and nonexclusive easement of access in, on, under, over, through and across a strip of land 20 feet in width on the Servient Estate, as fully described on Exhibit "A" hereto, for the purpose of constructing, installing, maintaining, using and repairing one or more water and/or electric utility facilities and pedestrian access ways to a boat dock and mooring slip located on the said Lot 15, Block B and a use easement to the easternmost boat dock slip located on said Lot 15, Block B (hereinafter collectively referred to as the Subject Easement), for the benefit of and as an easement appurtenant to Grantee's adjacent tract of land, more particularly described as LOT 16, BLOCK B, The Preserve Subdivision, a plat of record in

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

MISC\EASEMENT.1

- 1 -

11035 2594

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Book 85, Page 152-C, Plat Records of Travis County, Texas, hereinafter referred to as the "Dominant Estate."

This Easement is granted for the purpose of providing naval access to Lake Austin from the adjacent Servient Estate and mooring rights for a boat to be harbored in the easternmost boat dock slip located and maintained on the Servient Estate as an easement appurtenant to the recreational activities incident to the use and enjoyment of the Dominant Estate, subject, however, to the following restriction:

1. Lighting - any lighting installed by Grantee shall be of low intensity. The lighting shall be shaded with metal or other opaque covering to direct all illumination downward. No mercury vapor, high pressure or low pressure sodium, or other type of high intensity lights shall be used. No lights shall be installed on poles or standards more than four (4) feet in height. All lighting shall be installed according to all City of Austin construction codes. Grantee shall keep all lighting in good condition and repair.
2. Electric/Water Connections - All electric and/or water connections shall be installed at or below ground level, and any electric connections shall be installed according to all City of Austin construction codes. All connections shall be solely for the use of the owners of the Dominant Estate, and the connections shall not be used for any commercial or business purpose. Grantee shall keep all electric and/or water connections in good condition and repair. Grantor retains the right to install electric and/or water connections adjacent to those installed by Grantee.
3. Walkways - Any walkway installed by Grantee shall be no more than forty-eight (48") inches in width. The walkway must be constructed of

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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cement, iron, steel, stone, wood or similar material. No asphalt or other oil based material shall be used. No trees shall be removed for a walkway or tramway without Grantor's prior written consent, which shall not be unreasonably withheld. Any walkways shall not be enclosed or bordered by fencing. No canopy or roof over the walkway is allowed. No motorized vehicles of any kind shall be used on the walkway or within the Subject Easement. Prior to any construction, Grantee shall provide to Grantor and the Architectural Control Committee of The Preserve subdivision (the ACC) copies of all drawings or blueprints for the proposed walkway, and shall obtain the written consent of Grantor and the ACC to the design, which shall not be unreasonably withheld.

4. Tramway - Any design for a tramway shall be submitted to Grantor and the ACC for approval and Grantee shall obtain the prior written consent of Grantor and to the ACC to the design, which shall not be unreasonably withheld. Any tramway shall be electrically powered. The specifications for tramway shall be engineered so as to minimize noise using equipment such as rubber wheels. The tramway must be designed in accordance with all City of Austin construction codes. Any tramway must be designed to travel on rails or a track; no overhead suspended or overhead powered design shall be allowed.
5. Boat Dock - Grantee agrees to keep the easternmost boat dock in good condition and repair. Grantee shall not allow any personal property, other than one boat, to remain at the boat dock, unless stored in the adjacent storage building. Grantor and Grantee agree to divide the cost of general maintenance to the boat dock structure.

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6. Indemnity - Grantee agrees to indemnify and hold harmless Grantor, his heirs, executors, assigns, from all claims, demands, or causes of action including attorney fees incurred in defending any such actions, whether for property damage, personal injury or both, to any property or person using or occupying the subject easement at Grantee's request or with Grantee's permission including damage or injury due in any part to the negligence of Grantor, resulting from use of or occurring on the Subject Easement, including the boat slip. Provided, further, that Grantee agrees to repair any damage to Grantor's property caused by Grantees use of the Subject Easement or construction thereon.

Grantee shall have the right to enter upon the land covered by the Subject Easement at any time the Grantee deems proper for the purpose of exercising Grantee's rights and privileges hereunder. Grantee shall at all times conduct its uses on and with respect to the Subject Easement in such a manner as not to create a nuisance or to cause any detrimental effects to the Servient Estate.

The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public in the granting of this Easement.

TO HAVE AND TO HOLD the Subject Easement, together with all and singular the rights and appurtenances thereunto in any wise belonging unto Grantee, his (its) heirs, administrators and executors (successors and assigns), forever; and Grantor does hereby bind itself its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Subject Easement unto Grantee, his heirs, administrators and executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

MISC\EASEMENT.1

- 4 -

11035 2597

EXECUTED this 13th day of September, 1989.

LS
13

ROCKCLIFF JOINT VENTURE,
a Texas joint venture

BY: Alston Boyd, Managing Venturer
ALSTON BOYD, Managing Venturer

ALLIANCE BANK, NATIONAL ASSOCIATION,
a National Banking Association

BY: Amy P. Huer
Banking Officer, Alliance Bank, N.A.

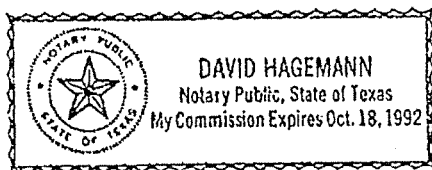
BY: _____

BY: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of September, 1989, by ALSTON BOYD, Managing Venturer of ROCKCLIFF JOINT VENTURE, a Texas joint venture.



David Hagemann
NOTARY PUBLIC, STATE OF TEXAS

David Hagemann
PRINTED OR TYPED NAME OF NOTARY
MY COMMISSION EXPIRES: OCT 18, 1992

(After recording please return to:

Terrence Lang Irion, Esq.
CLARK, THOMAS, WINTERS & NEWTON
P. O. Box 1148
Austin, TX 78767)

MISC\EASEMENT.1

- 5 -

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

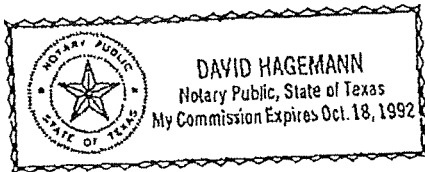
11035 2598

8/14

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of October, 1989, by Amy P. Hue, Banking Officer of ALLIANCE BANK, NATIONAL ASSOCIATION, a National banking association.



David Hagemann
NOTARY PUBLIC, STATE OF TEXAS

David Hagemann
PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: Oct. 18, 1992

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 1989 by _____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 1989, by _____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

MISC\EASEMENT.1

- 6 -

11035 2599

EXHIBIT "A"

58
15

20' Easement
The Preserve

DESCRIPTION

FEET IN

APR 14

DESCRIPTION OF A STRIP OF LAND TWENTY (20) WIDTH, SAME BEING OUT OF LOT 15, BLOCK B, OF THE PRESERVE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN PLAT 85, PAGE 152B-152C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southeast line of said Lot 15, same being the northwest line of Lot 16, of said Block B, same being the most southerly point of the herein described centerline, and from which point of beginning a spindle found at the common southwest lot corner of said Lots 15 and 16, same being in the northeast line of Hidden Canyon Cove, bears S54°46'54"W 161.44 feet to a 1/2" iron rod found and N86°07'03"W 114.55 feet;

THENCE, crossing said Lot 15, with the centerline of said twenty (20) foot strip of land, same being generally with an exposed three inch PVC pipe and an exposed one inch steel conduit, the following nine (9) courses:

- 1) N18°36'31"W 6.90 feet to a point;
- 2) N08°43'41"W 18.73 feet to a point;
- 3) N00°15'44"E 21.94 feet to a point;
- 4) N07°13'15"E 19.40 feet to a point;
- 5) N09°27'07"W 25.79 feet to a point;
- 6) N16°38'06"W 26.93 feet to a point;
- 7) N14°23'15"W 30.19 feet to a point;
- 8) N05°28'24"W 25.19 feet to a point; and
- 9) N07°03'31"E 17.10 feet to a point where said pipe and conduit become buried;

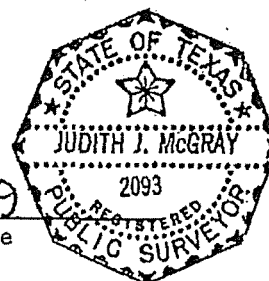
THENCE, N08°19'39"E 15.97 to a valve box and N34°45'47"W 27.87 feet to the southwest corner of a boat dock, same being the POINT OF TERMINATION, from which point of termination a 1/2 inch iron rod found at an angle point in the east line of said Lot 15 bears N37°17'19"W 38.35 feet.

SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731 451-8591

Judith J. McGray
Judith J. McGray, Reg. Public Surveyor No. 2093
890091

4-19-89

Date



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11035 2600

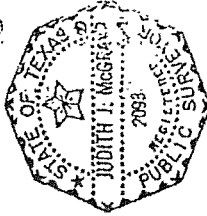
EXHIBIT "A" PAGE 1

14

SKETCH OF
CENTERLINE OF A TWENTY
FOOT WIDE STRIP OF LAND
IN LOT 15 BLOCK B
THE PRESERVE

BK. 85 P. 152 B & 152C
TRAVIS COUNTY, TEXAS

EXHIBIT "A" 632



Centerline of 20' Strip
Surveyed by:

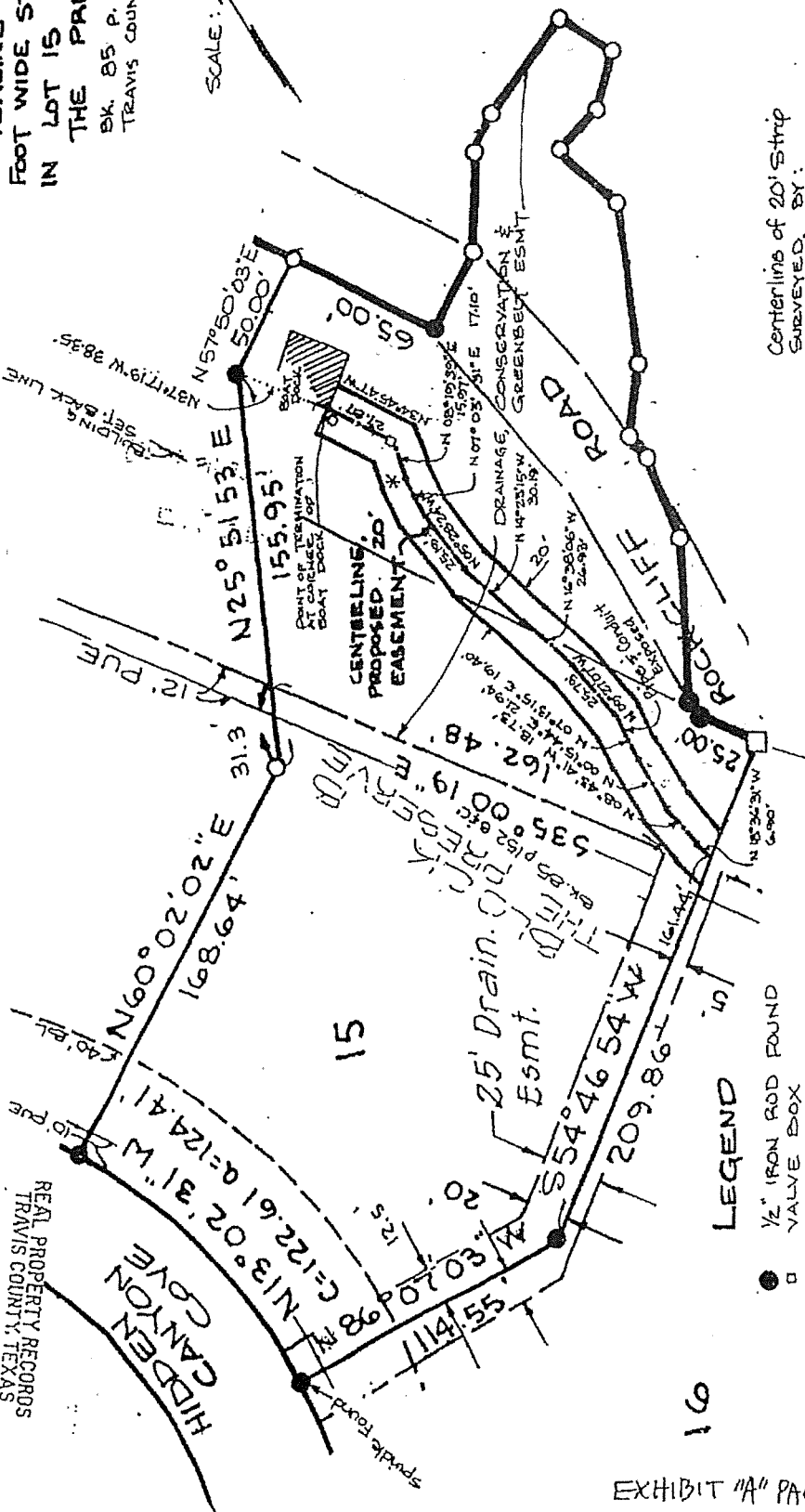
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731

Judith J. McGray 4-19-89
DATE
JUDITH J. McGRAY
REG. PUBLIC SURVEYOR NO. 2093

1652

14

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11035 2684



LEGEND

- 1/2" IRON ROD FOUND
- VALVE BOX

Notes: E of 20' Strip follows generally an exposed 3" PVC pipe and an exposed 1" steel conduit. * - the pipe and conduit become buried at this point.

The base sketch is an enlargement of the record subdivision plat and may be out of scale.

DD-215
JOS-8500091
FD-MM 5320/64

EXHIBIT "A" PAGE 2

16

158

11032 5801

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stated herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

OCT 3 1989



Ann L. Bower
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

OCT 3 4:32 PM '89

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recording, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photocopy, discolored paper, etc. All blockouts,
additions, and changes were present at the time
the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11035 2602

86006 3313 SM

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18

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION

4 10 6776

2000

263020

3.00 MISC
2 08/13/86

The Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision, hereinafter referred to as the "Declaration", was adopted and signed by Allan Nutt, Christopher Yurkanan and Boyd & Associates, general partners of Rockcliff Joint Venture, a Texas joint venture, hereinafter referred to as the "Declarant", on May 6, 1985, and recorded in volume 9189, pages 442 - 463 of the Real Property Records of Travis County, Texas.

The Declarant hereby amends that Declaration of May 6, 1986, by the addition of the following, which are specific exceptions to Section 9.03, titled "Conservation Easement":

A driveway may be built within the Conservation Easement, starting at Rockcliff Road and extending across Lots B9, B10, B11, B12, B13, B14 and B15 in order to provide access for boat dock construction, use and maintenance.

Clearing and construction of a stairway or elevator from the top of the bluff down to the boat dock area will be allowed in the Conservation Easement on Lots B9, B10, B11, B12, B13, B14 and B15. Before construction, plans must be submitted and approved by the ACC.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 18th day of July, 1986.

BY A. Nutt
Allan Nutt

BY Alston Boyd
Alston Boyd - Boyd & Associates

BY Christopher Yurkanan
Christopher Yurkanan

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Allan Nutt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of

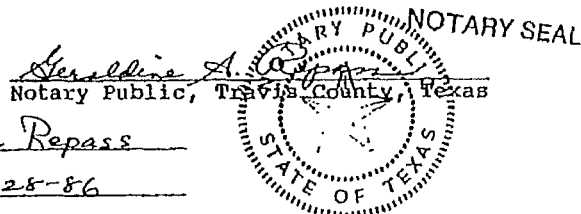
July, 1986.

REAL PROPERTY RECORDS
Travis County, Texas

Printed name: Geraldine A. Repass

My commission expires: 3-28-86

09833 0309



8/16

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Alston Boyd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, 1986.

Geraldine A. Repass
Notary Public, Travis County, Texas

Printed name: Geraldine A. Repass

My commission expires: 3-28-87

NOTARY SEAL

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Yurkanan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, 1986.

Geraldine A. Repass
Notary Public, Travis County, Texas

Printed name: Geraldine A. Repass

My commission expires: 3-28-87

NOTARY SEAL

*Chg & return to:
Mary Hill Co/860633/BSM*

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was filed on
the date and at the place stamped hereon by me, and
was duly RECORDED, in the Volume and Page of Book 1
dated RECORDS of Travis County, Texas on

AUG 13 1986



Louis S. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

1986 AUG 13 PM 4:26

Louis S. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

09833 0310

48
20

1100

WARRANTY DEED WITH VENDOR'S LIEN

3-65-6828

APR 11 1964 7332 * 11:00

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

THAT WE, JEAN HOLLOWAY, Individually and THE ESTATE OF STERLING G. HOLLOWAY, DECEASED, acting through its Independent Executrix, Jean Holloway (herein called "Grantors"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable cash considerations to Grantors in hand paid and caused to be paid in the manner hereinafter stated by HARVEY R. CORN, TRUSTEE for A.H.N. EXCHANGE TRUST, HARVEY R. CORN, TRUSTEE for A. B. EXCHANGE TRUST and CHRISTOPHER V. YURKANAN (herein called "Grantees"), the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do hereby GRANT, SELL and CONVEY unto Grantees the following described real property in Travis County, Texas, together with all improvements located thereon and rights and appurtenances pertaining thereto, including all right, title and interest of Grantors in and to adjacent streets, alleys, rights-of-way, roadways, easements and in-the-ground utilities (herein called the "Property"), to-wit:

8.83 acres of land out of and a part of the William Brown Survey No. 2 in Travis County, Texas, same being a portion of that certain tract of land described in a Deed to Sterling Holloway, of record in Volume 3839, Page 2288, Deed Records of Travis County, Texas, and corrected in Volume 3908, Page 129, Deed Records of Travis County, Texas, one-half interest of which is described in a Correction Deed to Joyce Shelton, of record in Volume 3909, Page 1111, Deed Records of Travis County, Texas; said 8.83 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto.

The Property described above is herein conveyed to, and shall be owned by, the said Grantees in the following undivided interests: the said A.H.N. Exchange Trust an undivided 38-1/2% interest; the said A. B. Exchange Trust an undivided 35-1/2%

grantee's address 620 Congress Avenue #305 Austin, TX 78701 8541 684

DEEDS

Travis County, Texas

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3-55-6829

interest; and the said Christopher V. Yurkanan an undivided 26% interest.

This conveyance is made and accepted subject to the following to the extent the same are valid and subsisting and pertain to the Property, to-wit:

Five (5') foot by one hundred seventy three (173') foot electric easement to the City of Austin, recorded in Volume 1917, Page 313, Deed Records, Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, provisions and the vendor's lien herein retained and herein described, unto Grantees in the respective interests stated above, their heirs, legal representatives, successors and assigns, forever; and Grantors do hereby bind themselves, their heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the Property, subject, however, as aforesaid, unto Grantees, their heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Grantees acknowledge and agree, however, that part of the consideration for the Property is the execution and delivery by Grantees of their one certain promissory note (herein called the "Note") of even date herewith, being in the principal sum of Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), payable to the order of Grantors, reference being made to the Note for all relevant purposes. To secure the payment of the Note, Grantors do hereby expressly retain a Vendor's Lien and Superior Title upon and against the Property, until the Note is fully paid according to the face, tenor, effect and reading of the Note, whereupon this Deed shall become absolute. The Note is further and additionally secured by a Deed of Trust of even date herewith executed by Grantees covering the Property, to which reference is here made for all relevant purposes.

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3-65-6830

There shall be no more than nine (9) detached single family dwellings constructed on the Property. In addition, there shall be no mobile homes placed on the Property which serve as residences.

EXECUTED AND DELIVERED to be effective the 5th day of April, 1984.

Grantees' Address:
620 Congress Avenue
Suite 305
Austin, Texas 78701

Jean Holloway
Jean Holloway, Individually

THE ESTATE OF STERLING C. HOLLOWAY,
DECEASED

By Jean Holloway
Jean Holloway, Independent
Executrix

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of April, 1984, by Jean Holloway, Individually and as Independent Executrix of The Estate of Sterling C. Holloway, Deceased, for said Estate.

NOTARY SEAL

W.H. Thurman
Notary Public in and for
the State of Texas

W.H. THURMAN
My Commission Expires April 18, 1985

My Commission Expires: _____

After recording please return to:

Michael A. Wren
McGinnis, Lochridge & Kilgore
Fifth Floor, RepublicBank Building
900 Congress Avenue
Austin, Texas 78701

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ivn16a

EXHIBIT "A"

8.83 Acres

DESCRIPTION

3-65-6831

DESCRIPTION OF 8.83 ACRES OF LAND OUT OF AND A PART OF THE WILLIAM BROWN SURVEY NO. 2 IN TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO STERLING HOLLOWAY, OF RECORD IN VOLUME 3839, PAGE 2288, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND CORRECTED IN VOLUME 3908, PAGE 129, DEED RECORDS OF TRAVIS COUNTY, TEXAS, ONE-HALF INTEREST OF WHICH IS DESCRIBED IN A CORRECTION DEED TO JOYCE SHELTON, OF RECORD IN VOLUME 3909, PAGE 1111, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 8.83 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set at the intersection of the northwest line of said Holloway and Shelton tract, and the northeast line of Westlake Drive as dedicated in Volume 1597, Page 470, Deed Records of Travis County, Texas, same also being in the southeast line of that certain tract of land described in a deed to Joe B. Mitchell of record in Volume 1596, Page 14, Deed Records of Travis County, Texas, for the most westerly corner hereof; and from which Point of Beginning an iron rod found in the southwest line of Westlake Drive bears S29°42'10"W 60.39 feet, and from which point an iron rod in a rock mound found in the northeast line of Westlake Drive bears N60°14'17"W 25.47 feet;

THENCE, with the northwest line of said Holloway and Shelton tract, and the southeast line of said Mitchell tract, N29°42'10"E at 1092.90 feet passing 8.72 feet southeast of a 60d nail found in a rock mound, at 1270.93 feet passing an iron rod found, and at 1276.04 feet passing 10.08 feet southeast of a 60d nail found in a rock mound, in all a total distance of 1359.88 feet to an iron rod set at the intersection of said line with the southwest line of a 35 foot wide Roadway Easement, the centerline of which is described in a deed of record in Volume 4342, Page 847, Deed Records of Travis County, Texas, for the most northerly corner hereof;

THENCE, with the southwest and west lines of said Roadway Easement, the following ten (10) courses:

- 1) S02°18'25"E 7.12 feet to an iron rod set;
- 2) S35°00'19"E 214.05 feet to an iron rod set;
- 3) S23°12'19"E 49.09 feet to an iron rod set;
- 4) S05°00'19"E 37.95 feet to an iron rod set;
- 5) S06°22'41"W 68.19 feet to an iron rod set;
- 6) S28°16'22"W 308.49 feet to an iron rod set, from which point a 60d nail found in the centerline of said 35 foot easement bears S65°33'40"E 17.54 feet;
- 7) S20°36'19"W 194.48 feet to an iron rod set;
- 8) S34°37'18"W 159.16 feet to an iron rod set, from which

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8.83 Acres
Page 2

3-55-6832

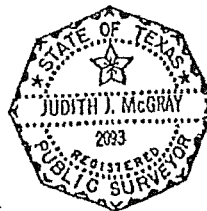
point a 60d nail found in the centerline of said 35 foot easement bears S51°43'16"E 17.54 feet;
9) S41°56'10"W 226.96 feet to an iron rod set; and
10) S13°33'45"W 311.25 feet to an iron rod set in the northeast line of said Westlake Drive for the most southerly corner hereof, from which point an iron rod in a rock mound found at the point of intersection of the southeast line of said Holloway and Shelton tract and the northeast line of Westlake Drive, same being the south corner of the second easement described in Volume 1745, Page 235, Deed Records of Travis County, Texas, bears S50°32'47"E 157.19 feet;

THENCE, with the northeast line of Westlake Drive, N50°32'47"W 121.68 feet to an iron rod found in a rock mound for the point of curvature of a curve, the radius of which is 1462.40 feet and from which point an iron rod found in the southwest line of Westlake Drive bears S39°16'40"W 60.02 feet;

THENCE, continuing with the northeast line of Westlake Drive, along said curve to the left an arc distance of 229.52 feet, the chord of which arc bears N55°14'35"W 229.20 feet to the Point of Beginning and continuing 8.83 acres within these metes and bounds.

SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite G
Austin, Texas 78731 451-8591

Judith J. McGray 3-2-84
Judith J. McGray, Reg. Public Surveyor No. 2093 Date
84119



STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamp hereon by me, on

APR 11 1984



Doris Anger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
APR 17 10 25 AM '84
Doris Anger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

page 2

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EASE

2005160267

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PUBLIC UTILITY, DRAINAGE AND ACCESS EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THAT Centex Homes, a Nevada partnership (called "Grantors" whether one or more), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby **GRANT** and **CONVEY** to the City of Lakeway (called "Grantee" whether one or more) a public utility, drainage and access easement to construct, operate, maintain, replace, upgrade, inspect and repair a public utility, drainage facilities and related facilities in, upon, over, under and across the following described property:

All that parcel of land, situated in Travis County, Texas, described in the attached EXHIBIT "A" and made a part hereof for all purposes ("Property").

TO HAVE AND TO HOLD the same perpetually to Grantee, and its successors and assigns together with the right and privilege at any reasonable time to enter all or part of the Property to construct, operate, maintain, replace, upgrade, inspect and repair public utilities, and related facilities, and to make connections. This easement replaces the easement previously recorded in Document No. 2004229202.

GRANTORS do hereby bind themselves, their respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on August 8th, 2005.

GRANTOR:

Centex Homes,
A Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation,
its managing general partner

By:

Keith H. Pearson
Keith H. Pearson
Director of Land Development

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ACKNOWLEDGEMENT

STATE OF TEXAS

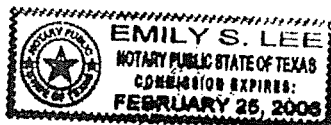
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 8th day of August, 2005, by Keith H. Pearson, Director of Land Development for the Central Texas Division of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of said corporation and partnership.



Emily S. Lee

Notary Public, State of Texas
Notary's Printed Name: Emily S. Lee
My commission expires: February 25, 2006

After recording, return to:

Aaron C. Googins, P. E.
3302 Enfield Road
Austin, Texas 78703

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27EXHIBIT A

BEING A 1.908 ACRE TRACT LOCATED IN THE FIDELE SEEHOLZER SURVEY No. 24, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE TERRACE AT THE PRESERVE SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT No. 200500016, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 1.908 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the south right-of-way (ROW) line of Dorothy Drive (50' ROW) as dedicated in Cardinal Hills Unit 4, a subdivision of record in Book 58, Page 20, Plat Records, Travis County, Texas, from which a ½ inch iron rod found at the intersection of the south ROW line of said Dorothy Drive and the east ROW line of Farris Lane (50' ROW) as dedicated in said Unit 4, bears N62°12'15"W, a distance of 96.88 feet, for the **POINT OF BEGINNING**;

THENCE with the south ROW line of said Dorothy Drive, S62°12'15"E, a distance of 53.16 feet to a calculated point in the said south ROW line of Dorothy Drive, from which a ½ inch iron rod found for the northeast corner of said Terrace at The Preserve bears, S62°12'15"E, a distance of 813.22 feet;

THENCE leaving said common line and crossing said Terrace at The Preserve Subdivision the following thirty-two (32) courses and distances;

1. S32°12'18"W, a distance of 21.85 feet to a calculated point,
2. N57°47'42"W, a distance of 3.00 feet to a calculated point,
3. S32°12'18"W, a distance of 121.50 feet to a calculated point,
4. With the arc of a curve to the left a distance of 67.36 feet, through a central angle of 21°05'18", having a radius of 183.00 feet, and whose chord bears S21°39'39"W, a distance of 66.98 feet to a calculated point,
5. S11°07'00"W, a distance of 153.48 feet to a calculated point,
6. With the arc of a curve to the left a distance of 20.42 feet, through a central angle of 89°59'59", having a radius of 13.00 feet, and whose chord bears S33°53'00"E, a distance of 18.38 feet to a calculated point,
7. S78°52'59"E, a distance of 37.63 feet to a calculated point,
8. With the arc of a curve to the left a distance of 141.07 feet, through a central angle of 44°24'39", having a radius of 182.00 feet, and whose chord bears N78°54'41"E, a distance of 137.57 feet to a calculated point,
9. With the arc of a curve to the right a distance of 351.00 feet, through a central angle of 68°52'23", having a radius of 292.00 feet, and whose chord bears S88°51'27"E, a distance of 330.25 feet to a calculated point,
10. S54°25'17"E, a distance of 44.30 feet to a calculated point,
11. With the arc of a curve to the left a distance of 38.69 feet, through a central angle of 58°19'54", having a radius of 38.00 feet, and whose chord bears

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- S83°35'14"E, a distance of 37.04 feet to a calculated point,
12. With the arc of a curve to the right a distance of 191.90 feet, through a central angle of 134°05'15", having a radius of 82.00 feet, and whose chord bears S45°42'33"E, a distance of 151.01 feet to a calculated point,
 13. S63°25'04"E, a distance of 3.34 feet to a calculated point,
 14. S26°34'56"W, a distance of 15.00 feet to a calculated point,
 15. N63°25'04"W, a distance of 3.34 feet to a calculated point,
 16. With the arc of a curve to the right a distance of 217.65 feet, through a central angle of 152°04'50", having a radius of 82.00 feet, and whose chord bears N72°07'47"W, a distance of 159.16 feet to a calculated point,
 17. With the arc of a curve to the left a distance of 38.69 feet, through a central angle of 58°19'54", having a radius of 38.00 feet, and whose chord bears N25°15'19"W, a distance of 37.04 feet to a calculated point,
 18. N54°25'17"W, a distance of 44.30 feet to a calculated point,
 19. With the arc of a curve to the left a distance of 261.71 feet, through a central angle of 61°57'45", having a radius of 242.00 feet, and whose chord bears N85°24'08"W, a distance of 249.14 feet to a calculated point,
 20. S28°09'35"E, a distance of 3.00 feet to a calculated point,
 21. S61°50'25"W, a distance of 15.00 feet to a calculated point,
 22. N28°09'35"W, a distance of 3.00 feet to a calculated point,
 23. With the arc of a curve to the left a distance of 14.19 feet, through a central angle of 3°21'30", having a radius of 242.00 feet, and whose chord bears S58°23'07"W, a distance of 14.18 feet to a calculated point,
 24. With the arc of a curve to the right a distance of 179.83 feet, through a central angle of 44°24'39", having a radius of 232.00 feet, and whose chord bears S78°54'41"W, a distance of 175.36 feet to a calculated point,
 25. N78°52'59"W, a distance of 23.98 feet to a calculated point,
 26. S11°07'01"W, a distance of 3.00 feet to a calculated point,
 27. N78°52'59"W, a distance of 21.95 feet to a calculated point,
 28. S36°15'33"W, a distance of 11.05 feet to a calculated point,
 29. S11°07'00"W, a distance of 8.77 feet to a calculated point,
 30. With the arc of a curve to the right a distance of 105.47 feet, through a central angle of 60°25'56", having a radius of 100.00 feet, and whose chord bears S41°19'57"W, a distance of 100.65 feet to a calculated point,
 31. S71°32'55"W, a distance of 45.21 feet to a calculated point, and
 32. N82°12'18"W, a distance of 45.81 feet to a calculated point in the east ROW line of said Farris Drive.

THENCE with the east ROW line of said Farris Drive, N07°47'42"E, a distance of 67.09 feet to a calculated point in said ROW line.

THENCE leaving said ROW line and crossing said Terrace at The Preserve Subdivision, the following five (5) courses and distances;

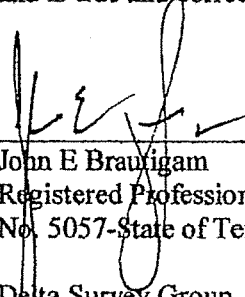
1. S82°21'46"E, a distance of 68.63 feet to a calculated point,
2. With the arc of a curve to the left a distance of 47.71 feet, through a central

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- angle of 54°40'32", having a radius of 50.00 feet, and whose chord bears N38°27'15"E, a distance of 45.92 feet to a calculated point,
3. N11°07'00"E, a distance of 238.25 feet to a calculated point,
 4. With the arc of a curve to the right a distance of 85.76 feet, through a central angle of 21°05'18", having a radius of 233.00 feet, and whose chord bears N21°39'39"E, a distance of 85.28 feet to a calculated point, and
 5. N32°12'18"E, a distance of 139.27 feet to the **POINT OF BEGINNING** and containing 1.908 acres of land, more or less.

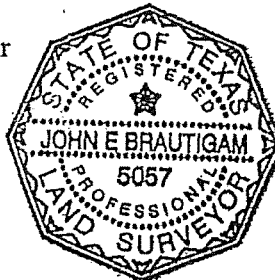
BEARING BASIS: Assumed Bearing Basis.

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during November 2004, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

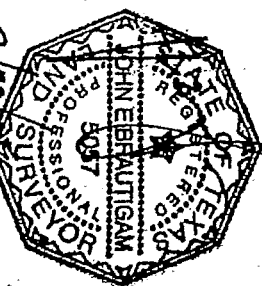
Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745



7/30/05

Date

2155
 * SKETCH TO ACCOMPANY FIELD NOTES *



CARDINAL HILLS UNIT
 BOOK 58 PAGE 20
 P.R.T.C.TX

FARRIS DRIVE
 (50' R.O.W.)



GRAPHIC SCALE

1" = 100'
 JULY 2005
 HIDELE SEEHOLZER SURVEY No. 24
 TRAVIS COUNTY
 TEXAS

THE TERRACE AT THE PRESERVE
 DOC. NO. 200500016
 O.P.R.T.C.TX

DOROTHY DRIVE
 (50' R.O.W.)
 S62°12'15"E 813.22'

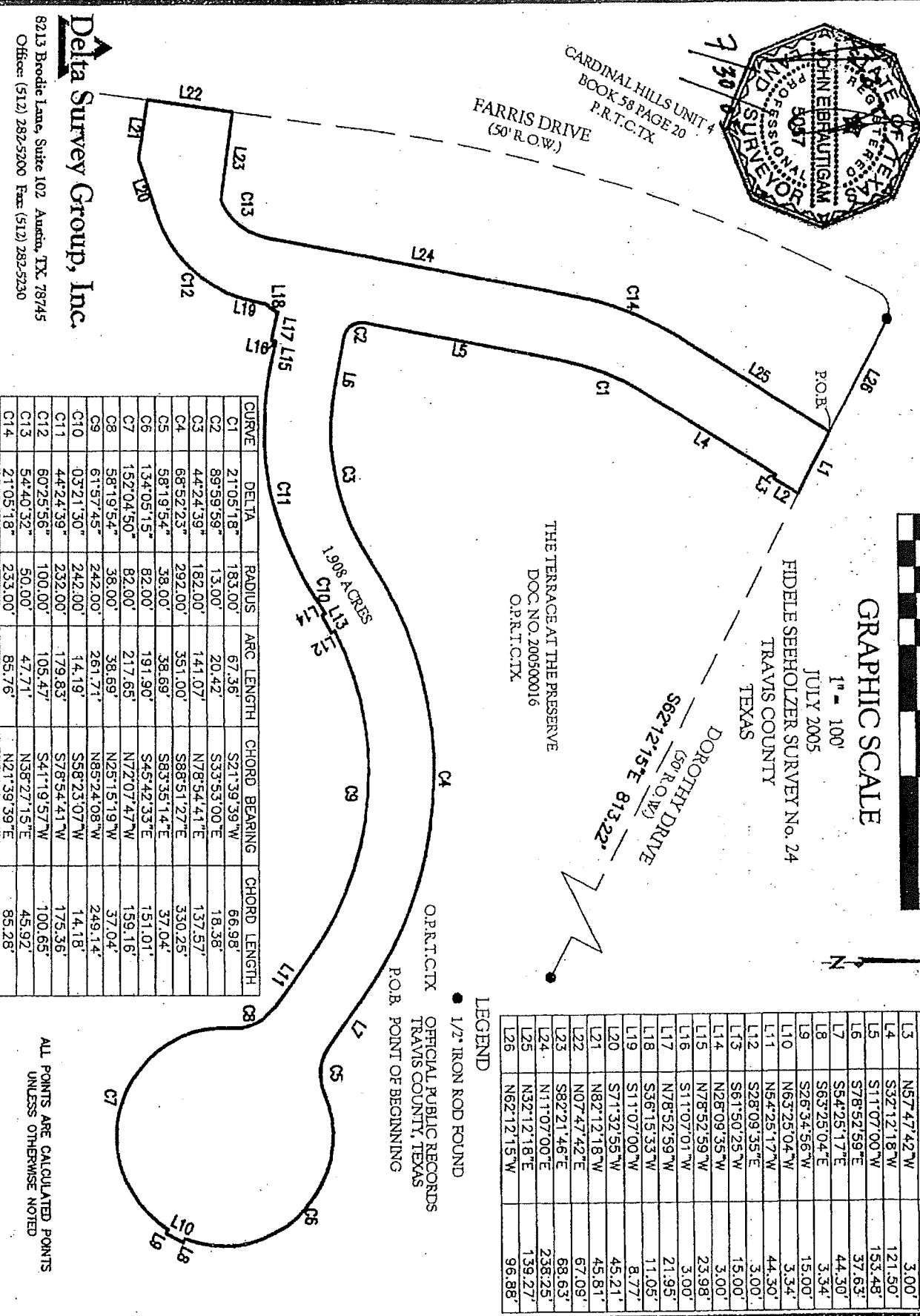
Delta Survey Group, Inc.
 8213 Brodie Lane, Suite 102 Austin, TX 78745
 Office: (512) 282-5200 Fax: (512) 282-5230

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°05'18"	183.00'	67.36'	S21°39'39"W	66.98'
C2	89°59'59"	13.00'	20.42'	S33°53'00"E	18.38'
C3	44°24'39"	182.00'	141.07'	N78°54'41"E	137.57'
C4	68°52'23"	292.00'	351.00'	S88°51'27"E	330.25'
C5	58°19'54"	38.00'	38.69'	S83°35'14"E	37.04'
C6	134°05'15"	82.00'	191.90'	S45°42'33"E	151.01'
C7	152°04'50"	82.00'	217.65'	N72°07'47"W	159.16'
C8	58°19'54"	38.00'	38.69'	N25°15'19"W	37.04'
C9	61°57'45"	242.00'	261.71'	N85°24'08"W	249.14'
C10	03°21'30"	242.00'	14.19'	S58°23'07"W	14.18'
C11	44°24'39"	232.00'	179.83'	S76°54'41"W	175.36'
C12	60°25'56"	100.00'	105.47'	S41°19'57"W	100.65'
C13	54°40'32"	50.00'	47.71'	N38°27'15"E	45.92'
C14	21°05'18"	233.00'	85.76'	N21°39'39"E	85.28'

LINE	BEARING	DISTANCE
L1	S62°12'15"E	53.16'
L2	S32°12'18"W	21.85'
L3	N67°47'42"W	3.00'
L4	S32°12'18"W	121.50'
L5	S11°07'00"W	153.48'
L6	S78°52'59"E	37.63'
L7	S54°25'17"E	44.30'
L8	S63°25'04"E	3.34'
L9	S26°34'56"W	15.00'
L10	N63°25'04"W	3.34'
L11	N54°25'17"W	44.30'
L12	S28°09'35"E	3.00'
L13	S61°50'25"W	15.00'
L14	N28°09'35"W	3.00'
L15	N78°52'59"W	23.98'
L16	S11°07'01"W	3.00'
L17	N78°52'59"W	21.95'
L18	S36°15'33"W	11.05'
L19	S11°07'00"W	8.77'
L20	S71°32'55"W	45.21'
L21	N82°12'18"W	45.81'
L22	N07°47'42"E	67.09'
L23	S82°21'46"E	68.63'
L24	N11°07'00"E	238.25'
L25	N32°12'18"E	139.27'
L26	N62°12'15"W	96.86'

LEGEND
 1/2" IRON ROD FOUND
 O.P.R.T.C.TX
 OFFICIAL PUBLIC RECORDS
 TRAVIS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING

ALL POINTS ARE CALCULATED POINTS
 UNLESS OTHERWISE NOTED





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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Aug 30 11:13 AM

2005160267

CANTUD \$26.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

90107397

FILM CODE

00004661240

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION

9.00 INGX
3 3 12/19/99
10.01-CHK#
901073.97-DOC#

WHEREAS, ROCKCLIFF JOINT VENTURE ("Declarant"), as owner of that certain real property hereinafter referred to as the "Property," known as the THE PRESERVE SUBDIVISION, a plat of record in Plat Book 85, Page 152-C, Plat Records of Travis County, Texas, on May 6, 1985, adopted a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the benefit of the Property and recorded same in Volume 9189, Pages 442-462, Real Property Records of Travis County, Texas; and

WHEREAS, on July 18, 1986, Declarant amended said Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision by adding certain specific exceptions to Section 9.03, Conservation Easement, which Amendment was recorded in Volume 9833, Page 309, Real Property Records of Travis County, Texas; and

WHEREAS, on June 22, 1988, Declarant further amended said Declaration of Covenants, Conditions and Restrictions on the Property to provide for access to and maintenance of boat docks, water, electric and drainage facilities for said boat docks; channel dredging; and shoreline maintenance and channel circulation for the benefit of Bluff Lot Owners, which Amendment was recorded at Volume 10721, Page 1362-1367, Real Property Records of Travis County, Texas; and

WHEREAS, Declarant desires to further amend the Declaration of Covenants, Conditions, and Restrictions on the Property to increase the minimum floor area of Single Family Residential Structures, subject to discretionary variances by the Architectural Control Committee; to establish a timetable and escrow fund for completion of certain improvements on lots; to delete authority to change existing lot lines; to exclude construction of Single Family Residential Structures not intended for immediate sale; to revise restrictions on exterior construction materials; to revise the composition and selection of the Architectural Control Committee; and to revise the procedures for subsequent amendments to this Declaration.

NOW, THEREFORE, Declarant, joined in by owners of not less than sixty-six percent (66%) of the lots in The Preserve Subdivision, in accordance with Section 8.09 of the Declaration, HEREBY AMENDS said Declaration of May 6, 1985, as amended on July 18, 1986 and June 22, 1988, by this Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision, to hereinafter read as follows:

3.02. Development Plan. Each Owner shall be required to submit a detailed Development Plan, pursuant to the Rules of the ACC, and such plan must be approved in writing prior to the commencement of construction of any Improvement. The Development Plan shall include, but is not limited to:

(a) a topographic survey

(b) a site plan with grades at 2' intervals showing location of the home, fences, driveways, septic systems and all other Improvements to the Lot as well as all trees 4" or larger in diameter within 30' of all planned improvements, unless steep topography renders it impractical.

(c) a set of house plans by a registered architect who has been approved by the ACC in writing that include a demonstration that the house described by the plans is designed for the specific Lot in addition to: floor plans, foundation plans, building section, all elevations, and all specifications including detailed descriptions and color samples of all exterior materials and finishes.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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(d) a stakeout on the Lot of the homesite, driveway, septic area and all Improvements to the Lot.

(e) a landscape plan, showing type and location of all external lighting, and the location, size and type of all vegetation to be preserved or added to the landscape, and all other proposed landscape Improvements, including, but not limited to, pools, spas, walls, berms, and outbuildings.

3.03. Time for Construction and Escrow for Landscaping Improvements.

(a) Construction of Structure or Improvement shall be continuous and proceed in an orderly fashion without interruption and any Structure or Improvement on a Lot shall be completed in a reasonable time, not to exceed eighteen (18) months from the commencement of construction,

(b) Construction of landscape Improvements shall be completed within eighteen (18) months from the commencement of construction of a Structure, or within six (6) months from the completion of construction of a Structure, whichever comes first.

(c) Commencement of construction shall mean the first onsite work for construction, including, but not by way of limitation, clearing of trees, excavation or site-preparation for the purpose of foundation.

(d) Materials and equipment necessary for construction, and all debris resulting from clearing or construction shall be confined to the Lot, and shall not be left on any other Lots, Common Areas, or roadway.

(e) Upon commencement of construction, Owner shall deposit or cause to be deposited with Owner's title insurance company or lender a sum of money (herein called "the Deposit") determined by the ACC to be sufficient to complete or ensure completion of landscape Improvements between the street or streets bordering the Lot and the Structure, (herein called "Streetside Landscape Improvements") as contained in Owner's landscape plan approved by the ACC. The Deposit shall be held in trust by the title insurance company or lender, for the benefit of the Association and the Owner, and shall be withdrawn in whole or in part solely for payments for labor and materials to complete Streetside Landscape Improvements. Upon substantial completion of the Streetside Landscape Improvements, and payment therefor, the remainder, if any, of the Deposit shall be refunded to the Owner upon the written approval of the Chairperson of the ACC.

4.01.

(b) Minimum Floor Areas. All Single Family Residential Structures constructed on a Bluff Lot, on or after December 1, 1990, shall have a floor area of not less than 4,000 square feet, exclusive of open and closed porches, patios, garages, carports, balconies or decks. All Single Family Residential Structures constructed on a Lot, other than a Bluff Lot, on or after December 1, 1990, shall have a floor area of not less than 3,500 square feet, exclusive of open and closed porches, patios, garages, carports, balconies or decks. The ACC may grant a variance for homes that are smaller than the minimum floor areas stated herein, if the Owner can demonstrate an extraordinarily high standard of quality design and construction, or in the event of compelling unique or special circumstances unique to that Lot or Bluff Lot.

4.01.

(1) Exterior Materials. The exterior walls of any Single Family Residential Structure shall consist of at least eighty percent (80%) masonry construction. No plywood, masonite or

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aluminum siding may be used as an exterior sheathing material, except as soffits.

5.17. Model Homes. No Single Family Residential Structure shall be constructed in the Preserve Subdivision other than for occupancy by an Owner or tenant, or for immediate sale by a builder. No Single Family Residential Structure shall be constructed or used as a "model home" by an Owner or builder.

6.01. Establishment and Composition. There is hereby established an Architectural Control Committee (ACC) which shall consist of six (6) members, including a Chairperson. All members of the ACC shall be Owners. Members of the ACC shall serve without salary or pay, and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

6.02. Voting. A vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the ACC. In the event the ACC is deadlocked or tied on a vote of the Committee, the matter shall be presented as soon as possible to a vote of the Board of Directors.

6.03. Election and Terms of Office. Members of the ACC and the Chairperson of the ACC shall be elected by majority vote of the Board of Directors, at the first regular meeting of the Board of Directors following the annual meeting of Members of the Association. The term of office for each member of the ACC, and the Chairperson, shall be for one (1) year, or until their successors have been elected and qualified. At such time as the composition of the ACC is added or altered, a writing referring to and identifying this Declaration by Recording data shall be recorded in the real property records of Travis County, Texas, setting forth the name and address of each member of the ACC as it is constituted.

6.04. Removal and Appointment. Any member, including the Chairperson of the ACC, may be removed by a majority vote of the Board of Directors, with or without cause. Vacancies on the ACC, however caused, shall be filled by majority vote of the Board of Directors of any regular or special meeting, or by unanimous written consent.

6.05. Resignations. Any member of the ACC may resign at any time from the ACC by giving written notice to the Board of Directors.

6.06. Deleted

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6.08. Address. The address of the ACC shall be 4226 Hidden Canyon Cove, Austin, Texas 78746, or any such other place as may from time to time be designated by the ACC by written instrument recorded in the real property records of Travis County, Texas; and the last instrument so recorded shall be deemed the ACC's proper address.

8.09. Modification or Repeal During Initial Term. Any of the provisions of this Declaration may be amended or repealed during the initial twenty (20) year term by a recorded written instrument, executed and acknowledged by the Owners of not less than 66% of the Lots. Provided, however, that for the purposes of this Article 8.09., in the event that two or more Lots are owned by the same individual or entity, those Lots shall be deemed to constitute one Lot, and the total number of Lots in the Subdivision shall be deemed to equal the number of separately owned Lots in the Subdivision.

8.10. Modification or Repeal During Extension Terms. Any of the provisions of this Declaration may be amended or repealed during any extension term (ten years) by recorded written instrument executed and acknowledged by the Owners of not less than 51% of

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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the Lots. Provided, however, that for the purposes of this Article 8.10, in the event that two or more Lots are owned by the same individual or entity, those Lots shall be deemed to constitute one Lot, and the total number of Lots in the Subdivision shall be deemed to equal the number of separately owned Lots in the Subdivision.

8.22. Resubdivision. No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner without the written consent of the Association. No portion of any Lot, or any easement, or any other interest, other than a security interest or a rental or lease, therein, shall be conveyed or transferred by any Owner. Each Owner hereby makes, constitutes and appoints the Association, with full power of substitution, as his or its lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the resubdivision of any Lot or portion thereof, in accordance with the terms of this Declaration. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the dissolution of or resignation of the Declarant, (iv) may be exercised for each Owner individually or by listing all of the Owners and executing any instrument with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all assignees and successors of each Owner.

IN WITNESS HEREOF, the undersigned, being the Declarant herein and the Owner of at least sixty-six percent (66%) of the Lots, have set their hands and seal to be effective this 18th day of December, 1990.

ROCKCLIFF JOINT VENTURE,
a Texas joint venture

By:

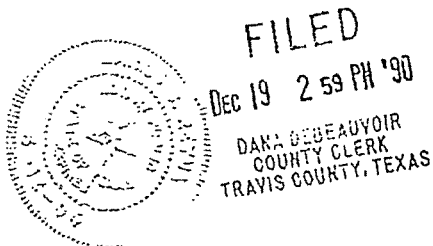
BOYD & ASSOCIATES,
a Texas general partnership

By: Alton Boyd General Partner and Managing Venturer
ALSTON BOYD, General Partner

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 18th day of December, 1990 by Alston Boyd, General Partner of Boyd & Associates, a Texas general partnership.



Maile B. Rayma
NOTARY PUBLIC, STATE OF TEXAS

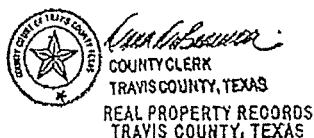
Maile B. Rayma
TYPED OR PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES: 5/12/94

NOTARY SEAL

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

DEC 18 1990

Return to: CAROLYN BOLENBACH
P.O. BOX 163776
AUSTIN, TX 78716



MISC\AMEND.1

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FILM CODE
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SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION

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WHEREAS, ROCKCLIFF JOINT VENTURE ("Declarant"), as owner of that certain real property hereinafter referred to as the "Property," known as the THE PRESERVE SUBDIVISION, a plat of record in Plat Book 85, Page 152-C, Plat Records of Travis County, Texas, on May 6, 1985, adopted a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the benefit of the Property and recorded same in Volume 9189, Pages 442-462, Real Property Records of Travis County, Texas; and

WHEREAS, on July 18, 1986, Declarant amended said Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision by adding certain specific exceptions to Section 9.03, Conservation Easement, which Amendment was recorded in Volume 9833, Page 309, Real Property Records of Travis County, Texas; and

WHEREAS, Declarant desires to further amend the Declaration of Covenants, Conditions and Restrictions on the Property to provide for access to and maintenance of boat docks; water, electric and drainage facilities for said boat docks; channel dredging; and shoreline maintenance and channel circulation for the benefit of Bluff Lot Owners, as further defined herein;

NOW, THEREFORE, Declarant, joined in by owners of not less than sixty-six percent (66%) of the lots in The Preserve Subdivision, in accordance with Section 8.09 of the Declaration, HEREBY AMENDS said Declaration of May 6, 1985, as amended on July 18, 1986, by this Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision, to hereinafter read as follows:

ARTICLE I
DEFINITIONS

Section 1.04 "Conservation Easement" shall be the areas designated on the plat as "Drainage and Conservation Easement" and shall include any creeks, streams, sedimentation basins or bar ditches therein designated or constructed. Any reference in

REAL PROPERTY RECORDS

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this Declaration to "Drainage Easement" shall have the same meaning as "Conservation Easement," as defined herein, and shall refer to those areas designated on the plat of The Preserve Subdivision as "Drainage and Conservation Easement."

Section 1.05 "Declarant" shall mean Rockcliff Joint Venture, a Texas joint venture.

Section 1.08 "Greenbelt Easement" shall be the areas shown on the plat across Lots B-9, B-10, B-11, B-12, B-13, B-14 and B-15 and described on the plat of The Preserve Subdivision as "Drainage, Conservation and Greenbelt Easement."

Section 1.10

a) "Lot" shall mean each parcel of land shown as a lot on the recorded final Plat Map of the Property and designated on said map by a separate number, or any subsequent subdivision thereof.

b) "Bluff Lot" shall mean each parcel of land shown as a lot on the recorded final Plat Map of the Property and designated on said map as Lot B-9, B-10, B-11, B-12, B-13, B-14, B-15 and B-16.

Section 1.11

a) "Owner(s)" shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any Lot. Owner shall include purchaser of a Lot under an executory contract of sale of real property. The foregoing does not include persons or entities who hold interest in any Lot merely for the security for the performance of an obligation. Any reference herein to Owners shall include Owners as defined herein and as defined or included in any Supplemental Declaration.

b) "Bluff Lot Owner(s)" shall mean and refer to the record Owner, whether one or more persons, associations or entities, of Lots B-9, B-10, B-11, B-12, B-13, B-14, B-15 and B-16. A Bluff Lot Owner shall have all the rights, duties, privileges and obligations of an Owner, as defined in Subsection (a) above, in addition to those rights, duties, privileges and obligations of a Bluff Lot Owner as described in Articles VIII and IX of this Declaration, as amended.

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ARTICLE VII.
THE PRESERVE HOMEOWNER ASSOCIATION

Section 7.08 Assessments. The Association shall have the right to make assessments in accordance with this Declaration and subject to the provisions of Section 7.09 (limitation) hereof.

a) The use of assessments levied by the Association shall be limited to those expenses reasonably necessary for the performance of the duties and functions of the Association and the Association shall have no right to assess for, nor to create, any recreational activities, Improvements or Structures, including, but not limited to, swimming pools, tennis courts, golf courses, country clubs and other similar recreational facilities. This limitation shall not preclude the maintenance of the Conservation Easement or Greenbelt Easement.

b) The primary duties of the Association, for which the Association is authorized to make assessments, shall be as follows: (i) Care and maintenance of erosion control measures; (ii) removal of restrictions or obstructions to flow in drainage easements; (iii) lighting, landscaping and maintenance of entry-way; (iv) maintenance of the Conservation Easement and Greenbelt Easement; and (v) enforcement of the use-restrictions within the Conservation Easement and Greenbelt Easement.

c) The Association shall be authorized to make assessments on the Bluff Lot Owners for the maintenance of the Greenbelt, in accordance with Section 9.03 below.

Section 7.09 Limitation on Annual Assessment. Until changed by the Association in accordance with the Bylaws in this Section, the maximum annual assessment on each Lot shall be \$750 per Lot; provided, however, the Association may approve a separate and higher maximum annual assessment on each Bluff Lot, as defined in Section 1.10(b), from that assessment levied on each lot not defined as a Bluff Lot.

a) On January 2nd of each year or at such other time as the Board of Directors may set the annual assessment for the calendar year at whatever level it deems appropriate within the Seven Hundred Fifty and No/100 Dollars (\$750.00) limitation set forth above.

b) Until such time as the Board of Directors sets the annual assessment for each Lot, the annual assessment shall be Four Hundred and No/100 Dollars (\$400.00) per Lot.

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c) Once the annual assessment has reached the \$750 maximum level, the Board of Directors may increase the annual assessment by a maximum of twenty percent (20%) of the then current assessment in any given year. Further, such percentage increases are not cumulative and may be prospective only.

(d) Any increase in assessment not provided for in this section on any Lot within the subdivision must be made by the Association as a whole in the same manner as an amendment to the Articles of Incorporation of the Association. Any increase in assessment not provided for in this section on a Bluff Lot must be made by the Association's Bluff Lot Owners in the same manner as an amendment to the Articles of Incorporation of the Association.

ARTICLE IX.
EASEMENTS

Section 9.03 Greenbelt Easement.

a) The Greenbelt Easement shall be left in its natural state to the greatest extent possible. Except for the construction and maintenance of any accessways (including any stairways or elevators from the top of the bluff down to the boat dock area across any Bluff Lot) and for construction of the boat docks themselves and as provided in subsection (b) below, there shall be no improvements, structures or clearing of any kind, temporary or permanent, in any Greenbelt Easement unless and until approved in writing by a two-thirds (2/3rd) majority of the Bluff Lot Owner members of the Association. "Clearing" includes, but is not limited to, cutting, trimming, pruning and mowing of trees, shrubs, undergrowth, and native annuals and perennials. The Association's Bluff Lot Owners, in considering whether to allow or permit any improvement or structure which might adversely affect to any extent the environmental integrity of the Greenbelt Easement, shall not permit such improvement, structure or clearing unless it would clearly serve the beneficial interest of all the Bluff Lot Owners.

b) Notwithstanding the foregoing provisions of Section 9.03(a), the ACC may approve limited cutting and trimming of trees within the Greenbelt Easement for the purpose of opening up limited lake views. Such approval may only be granted by the ACC upon written application by a Bluff Lot Owner requesting permission to cut or trim trees individually marked and numbered on the ground. The ACC shall make an on-the-ground inspection of the marked trees for which application to cut or trim is being made and thereafter approve only so much tree trimming and

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cutting within the Greenbelt Easement as is required in their judgment to open limited dramatic views of Lake Austin as would be in keeping with the natural sylvan beauty of The Preserve Subdivision.

c) Each Bluff Lot Owner covenants to provide easements for access to the boat docks located within the Greenbelt Easement and for the installation, use and maintenance of any and all electric, water and drainage facilities and lagoon embankment facilities necessary for the use, enjoyment, operation and maintenance of said boat docks and the control of water quality and water depth in the lagoon providing naval access to said boat docks.

d) The Association shall keep a separate record of its costs and expenses in maintaining the Greenbelt Easement; vehicle access within the Greenbelt Easement; water, electric and drainage facilities within the Greenbelt Easement; and lagoon pumping, dredging and embankment shoring expenses for the benefit of the Bluff Lot Owners within said Greenbelt Easement. The Association shall have the right to levy assessments for the expenses reasonably necessary to maintain the Greenbelt Easement exclusively on the Bluff Lot Owners. No assessments for the separately expensed Greenbelt Easement maintenance shall ever be levied on any owner not defined herein as a "Bluff Lot Owner."

IN WITNESS HEREOF, the undersigned, being the Declarant herein, have set their hands and seal this 22nd day of June, 1988.

ROCKCLIFF JOINT VENTURE,
a Texas joint venture

By: ALLAN H. NUTT
ALLAN H. NUTT

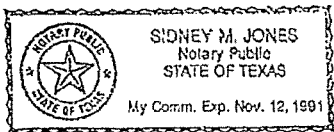
BOYD & ASSOCIATES,
a Texas general partnership

By: ALSTON BOYD, General Partner
ALSTON BOYD, General Partner

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STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the 22 day
of June, 1988, by ALLAN H. NUTT

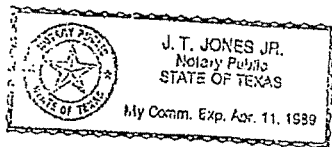


Sidney M. Jones
Notary Public, State of Texas
(PRINT NAME OF NOTARY)

My commission expires: _____

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the 22 day
of June, 1988, by ALSTON BOYD, General Partner of
BOYD & ASSOCIATES, a Texas general partnership.



J. T. Jones Jr.
Notary Public, State of Texas
(Print Name of Notary)

My commission expires: _____

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Chicago Title
GF# 10-140-5665 General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

Date: November 14, 2014

Grantor: Bobby Keith Moreland and Lucinda S. Moreland

Grantor's Mailing Address: 2005 S. DAK CANYON AUSTIN TX
78746

Grantee: Carl Lauryssen

Grantee's Mailing Address: 4209 Hidden Canyon Cr. Austin
TX 78746

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

Lot 16, Block B, THE PRESERVE, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 85, Page 152B, Plat Records of Travis County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

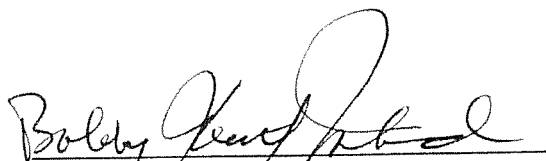
Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any

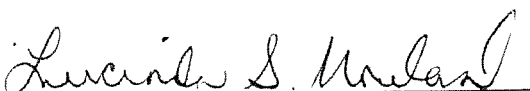
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taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

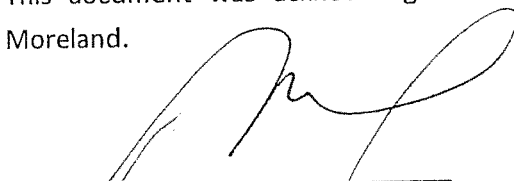
When the context requires, singular nouns and pronouns include the plural.

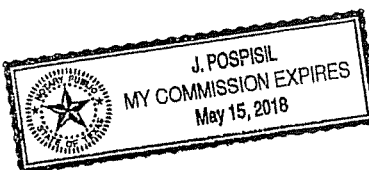

Bobby Keith Moreland


Lucinda S. Moreland

State of Texas
County of Travis

This document was acknowledged before me on November 14, 2014 by Bobby Keith Moreland.

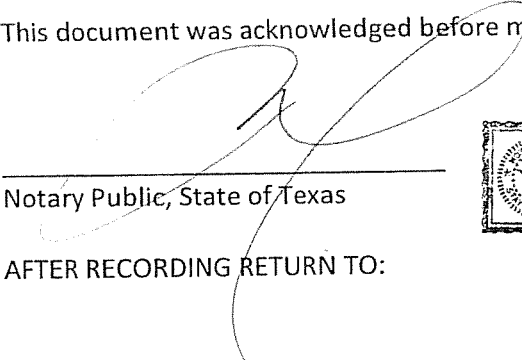

Notary Public, State of Texas



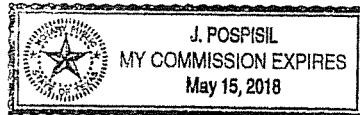
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State of Texas
County of Travis

This document was acknowledged before me on November 14, 2014 by Lucinda S. Moreland.



Notary Public, State of Texas



AFTER RECORDING RETURN TO:



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 14 2014 02:10 PM

FEE: \$ 34.00 2014171089

JOC. NO.
89085541

BOAT DOCK USE AND ACCESS
EASEMENT

FILM CODE
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STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: 890855.41-DOCK

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14-61-CHK#

THAT ROCKCLIFF JOINT VENTURE, a Texas joint venture, owners of Lot 15, Block "B" of the Preserve subdivision, a plat of record recorded at Plat Book 85, page 152-C, Plat Records of Travis County, Texas (hereinafter referred to as the Servient Estate) joined by ALLIANCE BANK, NATIONAL ASSOCIATION, a National banking association, owners of an equitable interest in the Servient Estate, hereinafter collectively referred to as "Grantor," 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 is hereby acknowledged and confessed, to Grantor in hand paid by Bobby Keith Moreland (hereinafter referred to as "Grantee"), has this day GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, his (its) heirs, administrators and executors (successors and assigns), an unobstructed, perpetual and nonexclusive easement of access in, on, under, over, through and across a strip of land 20 feet in width on the Servient Estate, as fully described on Exhibit "A" hereto, for the purpose of constructing, installing, maintaining, using and repairing one or more water and/or electric utility facilities and pedestrian access ways to a boat dock and mooring slip located on the said Lot 15, Block B and a use easement to the easternmost boat dock slip located on said Lot 15, Block B (hereinafter collectively referred to as the Subject Easement), for the benefit of and as an easement appurtenant to Grantee's adjacent tract of land, more particularly described as LOT 16, BLOCK B, The Preserve Subdivision, a plat of record in

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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Book 85, Page 152-C, Plat Records of Travis County, Texas, hereinafter referred to as the "Dominant Estate."

This Easement is granted for the purpose of providing naval access to Lake Austin from the adjacent Servient Estate and mooring rights for a boat to be harbored in the easternmost boat dock slip located and maintained on the Servient Estate as an easement appurtenant to the recreational activities incident to the use and enjoyment of the Dominant Estate, subject, however, to the following restriction:

1. Lighting - any lighting installed by Grantee shall be of low intensity. The lighting shall be shaded with metal or other opaque covering to direct all illumination downward. No mercury vapor, high pressure or low pressure sodium, or other type of high intensity lights shall be used. No lights shall be installed on poles or standards more than four (4) feet in height. All lighting shall be installed according to all City of Austin construction codes. Grantee shall keep all lighting in good condition and repair.
2. Electric/Water Connections - All electric and/or water connections shall be installed at or below ground level, and any electric connections shall be installed according to all City of Austin construction codes. All connections shall be solely for the use of the owners of the Dominant Estate, and the connections shall not be used for any commercial or business purpose. Grantee shall keep all electric and/or water connections in good condition and repair. Grantor retains the right to install electric and/or water connections adjacent to those installed by Grantee.
3. Walkways - Any walkway installed by Grantee shall be no more than forty-eight (48") inches in width. The walkway must be constructed of

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TRAVIS COUNTY, TEXAS

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cement, iron, steel, stone, wood or similar material. No asphalt or other oil based material shall be used. No trees shall be removed for a walkway or tramway without Grantor's prior written consent, which shall not be unreasonably withheld. Any walkways shall not be enclosed or bordered by fencing. No canopy or roof over the walkway is allowed. No motorized vehicles of any kind shall be used on the walkway or within the Subject Easement. Prior to any construction, Grantee shall provide to Grantor and the Architectural Control Committee of The Preserve subdivision (the ACC) copies of all drawings or blueprints for the proposed walkway, and shall obtain the written consent of Grantor and the ACC to the design, which shall not be unreasonably withheld.

4. Tramway - Any design for a tramway shall be submitted to Grantor and the ACC for approval and Grantee shall obtain the prior written consent of Grantor and to the ACC to the design, which shall not be unreasonably withheld. Any tramway shall be electrically powered. The specifications for tramway shall be engineered so as to minimize noise using equipment such as rubber wheels. The tramway must be designed in accordance with all City of Austin construction codes. Any tramway must be designed to travel on rails or a track; no overhead suspended or overhead powered design shall be allowed.
5. Boat Dock - Grantee agrees to keep the easternmost boat dock in good condition and repair. Grantee shall not allow any personal property, other than one boat, to remain at the boat dock, unless stored in the adjacent storage building. Grantor and Grantee agree to divide the cost of general maintenance to the boat dock structure.

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6. Indemnity - Grantee agrees to indemnify and hold harmless Grantor, his heirs, executors, assigns, from all claims, demands, or causes of action including attorney fees incurred in defending any such actions, whether for property damage, personal injury or both, to any property or person using or occupying the subject easement at Grantee's request or with Grantee's permission including damage or injury due in any part to the negligence of Grantor, resulting from use of or occurring on the Subject Easement, including the boat slip. Provided, further, that Grantee agrees to repair any damage to Grantor's property caused by Grantees use of the Subject Easement or construction thereon.

Grantee shall have the right to enter upon the land covered by the Subject Easement at any time the Grantee deems proper for the purpose of exercising Grantee's rights and privileges hereunder. Grantee shall at all times conduct its uses on and with respect to the Subject Easement in such a manner as not to create a nuisance or to cause any detrimental effects to the Servient Estate.

The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public in the granting of this Easement.

TO HAVE AND TO HOLD the Subject Easement, together with all and singular the rights and appurtenances thereunto in any wise belonging unto Grantee, his (its) heirs, administrators and executors (successors and assigns), forever; and Grantor does hereby bind itself its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Subject Easement unto Grantee, his heirs, administrators and executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXECUTED this 13th day of September, 1989.

48
49

ROCKCLIFF JOINT VENTURE,
a Texas joint venture

BY: Alston Boyd, Managing Venturer
ALSTON BOYD, Managing Venturer

ALLIANCE BANK, NATIONAL ASSOCIATION,
a National Banking Association

BY: Amy P. Hur
Banking Officer, Alliance Bank, N.A.

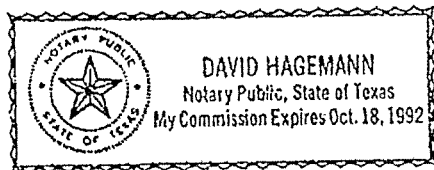
BY: _____

BY: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of September, 1989, by ALSTON BOYD, Managing Venturer of ROCKCLIFF JOINT VENTURE, a Texas joint venture.



David Hagemann
NOTARY PUBLIC, STATE OF TEXAS

David Hagemann
PRINTED OR TYPED NAME OF NOTARY
MY COMMISSION EXPIRES: Oct 18, 1992

(After recording please return to:

Terrence Lang Irion, Esq.
CLARK, THOMAS, WINTERS & NEWTON
P. O. Box 1148
Austin, TX 78767)

MISC\EASEMENT.1

- 5 -

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

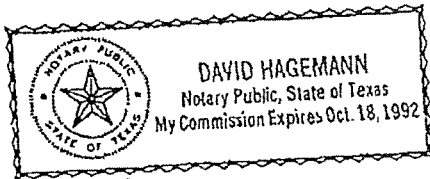
11035 2598

18/50

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of September, 1989, by Amy P. Hue, Banking Officer of ALLIANCE BANK, NATIONAL ASSOCIATION, a National banking association.



David Hagemann
NOTARY PUBLIC, STATE OF TEXAS

David Hagemann
PRINTED OR TYPED NAME OF NOTARY
MY COMMISSION EXPIRES: Oct. 18, 1992

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 1989 by _____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED OR TYPED NAME OF NOTARY
MY COMMISSION EXPIRES: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 1989, by _____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED OR TYPED NAME OF NOTARY
MY COMMISSION EXPIRES: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

MISC\EASEMENT.1

- 6 -

11035 2599

EXHIBIT "A"

L8
5/1520' Easement
The Preserve

DESCRIPTION

FEET IN

DB APH

DESCRIPTION OF A STRIP OF LAND TWENTY (20) WIDTH, SAME BEING OUT OF LOT 15, BLOCK B, OF THE PRESERVE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN PLAT 85, PAGE 152B-152C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southeast line of said Lot 15, same being the northwest line of Lot 16, of said Block B, same being the most southerly point of the herein described centerline, and from which point of beginning a spindle found at the common southwest lot corner of said Lots 15 and 16, same being in the northeast line of Hidden Canyon Cove, bears S54°46'54"W 161.44 feet to a 1/2" iron rod found and N86°07'03"W 114.55 feet;

THENCE, crossing said Lot 15, with the centerline of said twenty (20) foot strip of land, same being generally with an exposed three inch PVC pipe and an exposed one inch steel conduit, the following nine (9) courses:

- 1) N18°36'31"W 6.90 feet to a point;
- 2) N08°43'41"W 18.73 feet to a point;
- 3) N00°15'44"E 21.94 feet to a point;
- 4) N07°13'15"E 19.40 feet to a point;
- 5) N09°27'07"W 25.79 feet to a point;
- 6) N16°38'06"W 26.93 feet to a point;
- 7) N14°23'15"W 30.19 feet to a point;
- 8) N05°28'24"W 25.19 feet to a point; and
- 9) N07°03'31"E 17.10 feet to a point where said pipe and conduit

become buried;

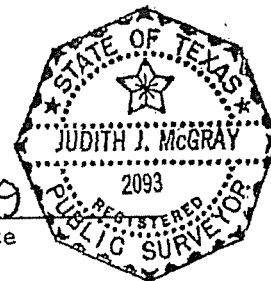
THENCE, N08°19'39"E 15.97 to a valve box and N34°45'47"W 27.87 feet to the southwest corner of a boat dock, same being the POINT OF TERMINATION, from which point of termination a 1/2 inch iron rod found at an angle point in the east line of said Lot 15 bears N37°17'19"W 38.35 feet.

SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731 451-8591

Judith J. McGray
Judith J. McGray, Reg. Public Surveyor No. 2093
890091

4-19-89

Date



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11035 2600

EXHIBIT "A" PAGE 1

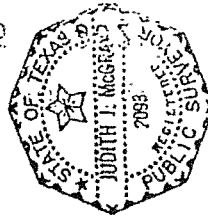
SKETCH OF

CENTERLINE OF A TWENTY
FOOT WIDE STRIP OF LAND
IN LOT 15 BLOCK B
IN THE PRESERVE

BK. 85 P. 152 B & 152C
TRAVIS COUNTY, TEXAS

SCALE: 1"=50'

EXHIBIT "A" 032



Centerline of 20' Strip

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731

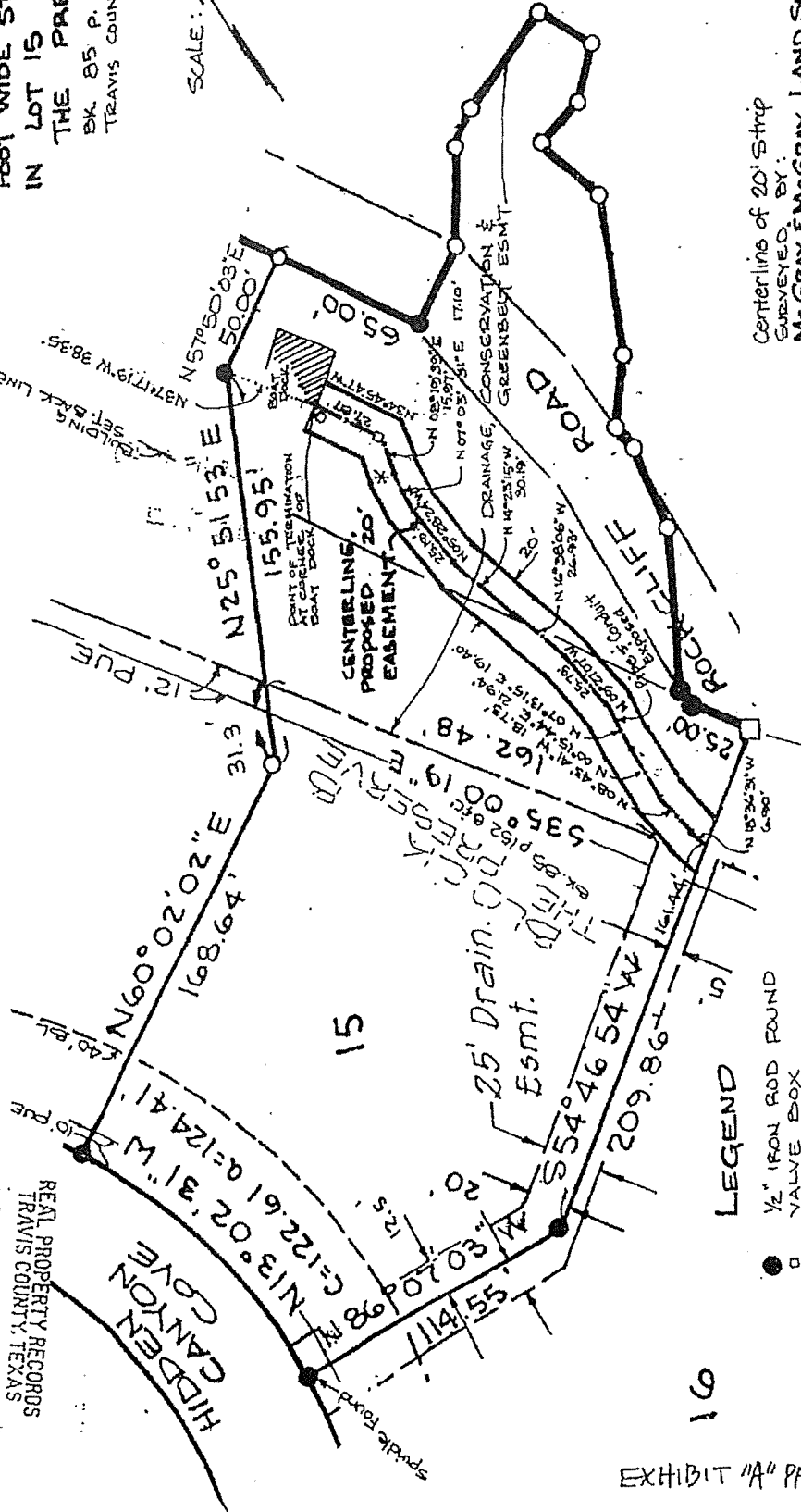
Judith J. McGray 4-19-89

JUDITH J. McGRAY DATE
REG. PUBLIC SURVEYOR NO. 7093

5262

14

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
2604 11035 2604



LEGEND

- 1/2" IRON ROD FOUND
- VALVE BOX

Notes: 1/2 of 20' Strip follows generally on exposed 3" PVC pipe and on exposed 1" steel conduit. * The pipe and conduit become buried at this point.

The base sketch is an enlargement of the record subdivision plat and may be out of scale.

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EXHIBIT "A" PAGE 2

DD - 218
JOB - 8000091
FD - MM 5320/64

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11032 5001

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time specified herein by me, and
was duly RECORDED, in the Volume and Page of the
names RECORDS of Travis County, Texas, on

OCT 3 1989



Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
OCT -3 4:32 PM '89
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blockouts,
additions, and changes were present at the time
the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11035 2602

L8
54

City of Austin Environmental Resource Inventory

4209 Hidden Canyon Cove
Austin, Travis County, Texas

April 6, 2015

Terracon Project No. 96157040



Prepared for:

Aupperle Company
Austin, Texas

Prepared by:

Terracon Consultants, Inc.
Austin, Texas

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

48
55

April 6, 2015

Terracon

Mr. Bruce Aupperle P.E.
Aupperle Company
10088 Circleview Drive
Austin, Texas 78733

Telephone: (512) 329-8241
Cell: (512) 422-7838
Email: aupperle@att.net

Re: City of Austin Environmental Resource Investigation
4209 Hidden Canyon Cove
Austin, Travis County, Texas
Terracon Project No. 96157040

Dear Mr. Aupperle:

Terracon Consultants, Inc. (Terracon) is pleased to provide the City of Austin (COA) Environmental Resource Inventory (ERI), prepared for the above-referenced site. In addition to satisfying the COA requirements, the scope addressed general evaluation for wetlands and threatened and endangered species.

The results of our consulting services are solely the professional opinion of Terracon based on the site conditions documented and observed at the time of the field assessment. It should be noted that some CEFs may be seasonal or ephemeral, indicating that their presence/absence and condition are dependent on various weather conditions (including rainfall) and other changes in the surrounding ecosystem. Terracon is not liable for ephemeral and/or seasonal CEFs that are exposed or created after Terracon's field assessment. Additionally, Terracon's opinion is based on the most current regulations; therefore, changes in regulations may require a re-evaluation of the findings of this report. This report should be submitted promptly to the COA. We appreciate the opportunity to provide this report. Should you have any questions or require additional information, please call us at (512) 442-1122.

Sincerely,
Terracon Consultants, Inc.



Arthur D. Potts
Project Environmental Scientist



Hilary D. Johns, P.G.
Manager – Environmental Services

Case No.:
(City use only)

L8
56

Environmental Resource Inventory

For the City of Austin
Related to LDC 25-8-121, City Code 30-5-121, ECM 1.3.0 & 1.10.0

The ERI is required for projects that meet one or more of the criteria listed in LDC 25-8-121(A), City Code 30-5-121(A).

1. SITE/PROJECT NAME: 4209 Hidden Canyon Cove
2. COUNTY APPRAISAL DISTRICT PROPERTY ID (#'s): 124845, 124846
3. ADDRESS/LOCATION OF PROJECT: 4209 Hidden Canyon Cove
4. WATERSHED: Lake Austin
5. THIS SITE IS WITHIN THE (Check all that apply)
Edwards Aquifer Recharge Zone* (See note below) ☐ YES ☒ No
Edwards Aquifer Contributing Zone* ☐ YES ☒ No
Edwards Aquifer 1500 ft Verification Zone* ☐ YES ☒ No
Barton Spring Zone* ☐ YES ☒ No
**(as defined by the City of Austin – LDC 25-8-2 or City Code 30-5-2)*

Note: If the property is over the Edwards Aquifer Recharge zone, the Hydrogeologic Report and karst surveys must be completed and signed by a Professional Geoscientist Licensed in the State of Texas.

6. DOES THIS PROJECT PROPOSE FLOODPLAIN MODIFICATION?..... ☐ YES** ☒ NO
If yes, then check all that apply:
☐ (1) The floodplain modifications proposed are necessary to protect the public health and safety;
☐ (2) The floodplain modifications proposed would provide a significant, demonstrable environmental benefit, as determined by a **functional assessment** of floodplain health as prescribed by the Environmental Criteria Manual (ECM), or
☐ (3) The floodplain modifications proposed are necessary for development allowed in the critical water **quality zone under LDC 25-8-261 or 25-8-262, City Code 30-5-261 or 30-5-262.**
☐ (4) The floodplain modifications proposed are outside of the Critical Water Quality Zone in an area determined to be in poor or fair condition by a **functional assessment** of floodplain health.

** If yes, then a functional assessment must be completed and attached to the ERI (see ECM 1.7 and Appendix X for forms and guidance) unless conditions 1 or 3 above apply.
7. IF THE SITE IS WITHIN AN URBAN OR SUBURBAN WATERSHED, DOES THIS PROJECT PROPOSE A UTILITY LINE PARALLEL TO AND WITHIN THE CRITICAL WATER QUALITY ZONE? ☐ YES*** ☒ NO

***If yes, then riparian restoration is required by LDC 25-8-261(E) or City Code 30-5-261(E) and a functional assessment must be completed and attached to the ERI (see ECM 1.5 and Appendix X for forms and guidance).
8. There is a total of 2 (#'s) Critical Environmental Feature(s)(CEFs) on or within 150 feet of the project site. If CEF(s) are present, attach a detailed **DESCRIPTION** of the CEF(s), color **PHOTOGRAPHS**, the **CEF WORKSHEET** and provide **DESCRIPTIONS** of the proposed CEF buffer(s) and/or wetland mitigation. Provide the number of each type of CEFs on or within 150 feet of the site (Please provide the number of CEFs):

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1 (#s) Spring(s)/Seep(s) - (#s) Point Recharge Feature(s) - (#s) Bluff(s)
 - (#s) Canyon Rimrock(s) 1 (#s) Wetland(s)

Note: Standard buffers for CEFs are 150 feet, with a maximum of 300 feet for point recharge features. Except for wetlands, if the standard buffer is not provided, you must provide a written request for an administrative variance from LDC 25-8-281(C)(1) and provide written findings of fact to support your request. Request forms for administrative variances from requirements stated in LDC 25-8-281 are available from Watershed Protection Department.

9. The following site maps are attached at the end of this report (Check all that apply and provide):

All ERI reports must include:

- ☒ **Site Specific Geologic Map with 2-ft Topography**
- ☒ **Historic Aerial Photo of the Site**
- ☒ **Site Soil Map**
- ☒ **Critical Environmental Features and Well Location Map on current Aerial Photo with 2-ft Topography**

Only if present on site (Maps can be combined):

- ☐ **Edwards Aquifer Recharge Zone with the 1500-ft Verification Zone**
(Only if site is over or within 1500 feet the recharge zone)
- ☐ **Edwards Aquifer Contributing Zone**
- ☒ **Water Quality Transition Zone (WQTZ)**
- ☒ **Critical Water Quality Zone (CWQZ)**
- ☐ **City of Austin Fully Developed Floodplains for all water courses with up to 64-acres of drainage**

10. **HYDROGEOLOGIC REPORT** – Provide a description of site soils, topography, and site specific geology below (Attach additional sheets if needed):

Surface Soils on the project site is summarized in the table below and uses the SCS Hydrologic Soil Groups*. If there is more than one soil unit on the project site, show each soil unit on the site soils map.

Soil Series Unit Names, Infiltration Characteristics & Thickness		
Soil Series Unit Name & Subgroup**	Group*	Thickness (feet)
Tarrant Series - TeE	B	0 to 0.75
Tarrant Series - TeF	B	0 to 0.50
Lincoln Series - Lu	A	0 to 0.42

***Soil Hydrologic Groups Definitions (Abbreviated)**

- A. Soils having a high infiltration rate when thoroughly wetted.
- B. Soils having a moderate infiltration rate when thoroughly wetted.
- C. Soils having a slow infiltration rate when thoroughly wetted.
- D. Soils having a very slow infiltration rate when thoroughly wetted.

**Subgroup Classification – See Classification of Soil Series Table in County Soil Survey.

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Description of Site Topography and Drainage *(Attach additional sheets if needed):*

Based on a review of the USGS Austin West, Texas topographic map, the site ranges in elevation from approximately 500 to 590 feet above sea level. An unnamed tributary to Lake Austin is depicted as traversing the southern and eastern portion of the site, flowing generally to the north towards its confluence with Lake Austin approximately 250 feet north, the tributary is mapped as intermittent by a dashed blue line.

According to the NWI Wetland Mapper (available online), no potential wetlands are noted on or within 150 feet of the site. Additionally, as mapped by the Federal Emergency Management Agency (FEMA), the site is predominantly mapped as Zone X, which corresponds to areas outside the 500-year floodplain; however, a small portion of the on-site tributary channel is mapped as Zone X (shaded), which corresponds to areas within the 500-year flood plain.

Continued in Appendix A

List surface geologic units below:

Geologic Units Exposed at Surface		
Group	Formation	Member
Fredericksburg Group	Glen Rose	-

Brief description of site geology *(Attach additional sheets if needed):*

According to the Geologic Atlas of Texas, the site is underlain by the Glen Rose Formation (Kgr), which consists of limestone, dolomite, and marl in alternating resistant and recessive beds, forming stair-step topography. The upper part [Kgr (u)] is separated from the lower part [Kgr (l)] by a Corbula bed (limestone with abundant Corbula harveyi fossils) that is up to five feet thick. Marine megafossils are common throughout, though less so in the relatively thinner bedded, more dolomitic upper part. The upper part is typically heavily weathered, frequently resulting in numerous springs and seeps.

No evidence of faulting was observed on the site and none is shown on the available published geologic maps of the area. Additionally, a review of aerial photographs did not reveal lineations, which typically indicate the presence of faulting. No caves, sinkholes, karst features, or significant solution cavities were observed on the site during Terracon's field assessment.

Wells – Identify all recorded and unrecorded wells on site (test holes, monitoring, water, oil, unplugged, capped and/or abandoned wells, etc.):

There are 0 (#) wells present on the project site and the locations are shown and labeled
- (#s) The wells are not in use and have been properly abandoned.
- (#s) The wells are not in use and will be properly abandoned.
- (#s) The wells are in use and comply with 16 TAC Chapter 76.
 There are - (#s) wells that are off-site and within 150 feet of this site.

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11. THE VEGETATION REPORT – Provide the information requested below:

Brief description of site plant communities *(Attach additional sheets if needed):*

The site is located within the Edwards Plateau Region of Texas (Gould, 1960), and can be further described as being part of the Live Oak-Mesquite Savanna region of the Edwards Plateau physiographic province (Amos and Gehlbach, 1988). Dominant vegetation associated with this region includes Texas oak (*Quercus texana*), live oak (*Q. virginiana*), plateau live oak (*Q. fusiformis*), honey mesquite (*Prosopis glandulosa*), Indiangrass (*Sorghastrum nutans*), little bluestem (*Schizachyrium scoparium*), wild rye (*Elymus* sp.), and buffalograss (*Buchloë dactyloides*).

Continued in Appendix A...

There is woodland community on site ☒ YES ☐ NO *(Check one)*.

If yes, list the dominant species below:

Woodland species	
Common Name	Scientific Name
plateau live oak	<i>Quercus fusiformis</i>
Texas oak	<i>Quercus texana</i>
Black walnut	<i>Juglans nigra</i>
American Sycamore	<i>Platanus occidentalis</i>
Chinese privet	<i>Ligustrum halepense</i>

There is grassland/prairie/savanna on site..... ☐ YES ☒ NO *(Check one)*.

If yes, list the dominant species below:

Grassland/prairie/savanna species	
Common Name	Scientific Name

There is hydrophytic vegetation on site ☐ YES ☐ NO *(Check one)*.

If yes, list the dominant species in table below *(next page)*:

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60

Hydrophytic plant species		
Common Name	Scientific Name	Wetland Indicator Status
stiff marsh bedstraw	Galium tinctorium	OBL
inland sea oats	Chasmanthium latifolium	FAC
American sycamore	Platanus occidentalis	FAC+
wild onion	Allium canadense	FACU
dwarf palmetto	Sabal minor	FACW
flat-stem spikerush	Eleocharis compressa	FACW

A tree survey of all trees with a diameter of at least eight inches measured four and one-half feet above natural grade level has been completed on the site.

☒ YES ☐ NO (Check one).

12. WASTEWATER REPORT – Provide the information requested below.

Wastewater for the site will be treated by (Check of that Apply):

- ☐ On-site system(s)
☒ City of Austin Centralized sewage collection system
☐ Other Centralized collection system

Note: All sites that receive water or wastewater service from the Austin Water Utility must comply with City Code Chapter 15-12 and wells must be registered with the City of Austin

The site sewage collection system is designed and will be constructed to in accordance to all State, County and City standard specifications.

☒ YES ☐ NO (Check one).

Calculations of the size of the drainfield or wastewater irrigation area(s) are attached at the end of this report or shown on the site plan.

☐ YES ☐ NO ☒ Not Applicable (Check one).

Wastewater lines are proposed within the Critical Water Quality Zone?

☐ YES ☒ NO (Check one). If yes, then provide justification below:

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Is the project site is over the Edwards Aquifer?

☐ YES ☒ NO (Check one).

If yes, then describe the wastewater disposal systems proposed for the site, its treatment level and effects on receiving watercourses or the Edwards Aquifer.

13. One (1) hard copy and one (1) electronic copy of the completed assessment have been provided.

Date(s) ERI Field Assessment was performed: February 4, 2015
Date(s)

My signature certifies that to the best of my knowledge, the responses on this form accurately reflect all information requested.

Arthur D. Potts

(512) 442-1122

Print Name

Telephone

Potts, Arthur D

Digitally signed by Potts, Arthur D
DN: cn=Potts, Arthur D, ou=General Users,
email=adpotts@terracon.com
Date: 2015.04.06 15:27:44 -05'00'

arthur.potts@terracon.com

Signature

Email Address

Terracon Consultants, Inc.

April 6, 2015

Name of Company

Date

For project sites within the Edwards Aquifer Recharge Zone, my signature and seal also certifies that I am a licensed Professional Geoscientist in the State of Texas as defined by ECM 1.12.3(A).

P.G.
Seal

5	Primary Contact Name:	Arthur D. Polls
6	Phone Number:	(512) 442-1122
7	Prepared By:	Arthur D. Polls
8	Email Address:	arthur.polls@harsco.com

1	Project Name:	4209 Hidden Canyon Cove
2	Project Address:	4209 Hidden Canyon Cove
3	Site Visit Date:	February 4, 2015
4	Environmental Resource Inventory Date:	April 6, 2015

[illegible]

Please state the method of coordinate data collection and the approximate precision and accuracy of the points and the unit of measurement.

City of Austin Use Only	CASE NUMBER:
-------------------------	--------------

Method	Accuracy
GPS	sub-meter
Surveyed	meter
Other	> 1 meter

Professional Geologists apply

For rimrock, locate the midpoint of the segment that describes the feature.

For wetlands, locate the approximate centroid of the feature and the estimated area.

For a spring or seep, locate the source of groundwater that feeds a pool or stream.

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APPENDIX A
ADDITIONAL DISCUSSION

Description of Site Topography and Drainage *Continued...*

According to the NWI Wetland Mapper (available online), no potential wetlands are noted on or within 150 feet of the site. Additionally, as mapped by the Federal Emergency Management Agency (FEMA), the site is predominantly mapped as Zone X, which corresponds to areas outside the 500-year floodplain; however, a small portion of the on-site tributary channel is mapped as Zone X (shaded), which corresponds to areas within the 500-year flood plain.

During the site investigation, a creek was observed traversing the southern and eastern portions of the site, generally flowing northwest towards Lake Austin. A total of two CEFs were identified during the site investigation, and include one seep (identified as S1), and one wetland (identified as W1). At the time of the site visit, recent precipitation events had created wetter than normal conditions and the seep observed on-site was discharging groundwater. It is likely that flow rates are highly seasonably variable; however, an on-site irrigation system may contribute to constant flow. The CEFs are identified on Exhibit 2 in Appendix B.

Description of Site Plant Communities *Continued...*

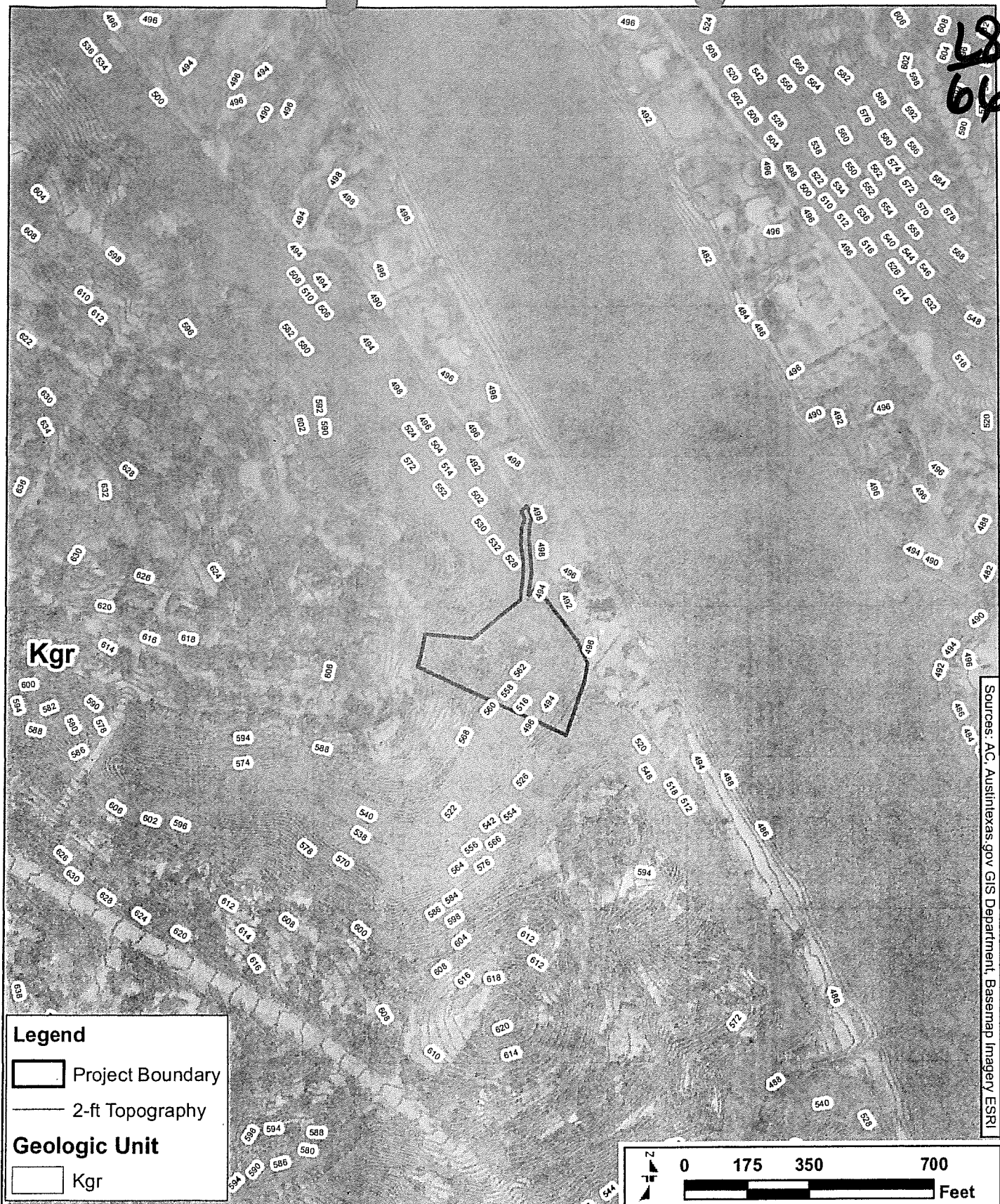
According to the TPWD's *Vegetation Types of Texas* maps, the site is located in an area designated as "Live Oak – Ashe Juniper Woods" (27). This vegetation type occurs in areas of heavy urban development which have drastically altered the local plant community. Dominant species associated with the "LiveOak – Ashe Juniper Woods" include Texas oak, plateau live oak, Ashe juniper, shin oak (*Quercus havardii*), cedar elm (*Ulmus crassifolia*), evergreen sumac (*Rhus virens*), escarpment cherry (*Prunus serotina*), saw greenbrier (*Smilax bona-nox*), Texas mountain laurel (*Sophora secundiflora*), poison ivy (*Toxicodendron radicans*), twistleaf yucca (*Yucca rupicola*), elbowbush (*Foresteria pubescens*), cedar sedge (*Carex planostachys*), little bluestem (*Schizachyrium scoparium*), Neally grama (*Bouteloua uniflora*), Texas grama (*Bouteloua rigidiseta*), meadow dropseed (*Sporobolus drummondii*), Texas wintergrass (*Nassella leucotricha*), pellitory (*Parietaria pensylvanica*), noseburn (*Tragia urticifolia*), spreading sida (*Sida abutifolia*), woodsorrel (*Oxalis acetosella*), and prostrate spurge (*Euphorbia prostrata*).

The western portion of the site consists mostly of St. Augustine grass (*Stenotaphrum secundatum*) and other ornamental species, with interspersed plateau live oak. Dominant species observed on the site consist of plateau live oak, shin oak (*Quercus havardii*), mountain laurel (*Sophora secundiflora*), Chinese privet (*Ligustrum halepense*), heavenly bamboo (*Nandina domestica*), saw greenbrier (*Smilax bona-nox*). A stream and wetland area transect the western portion of the site and dominant species in this area include Black walnut (*Juglans nigra*), American sycamore (*Platanus occidentalis*), stiff marsh bedstraw (*Gallium tinctorium*), inland sea oats (*Chasmanthium latifolium*), wild onion (*Allium canadense*). Overall canopy cover for the site is an estimated 80 percent; however, trees were being cleared from the site at the time of the site investigation.


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APPENDIX B
EXHIBITS

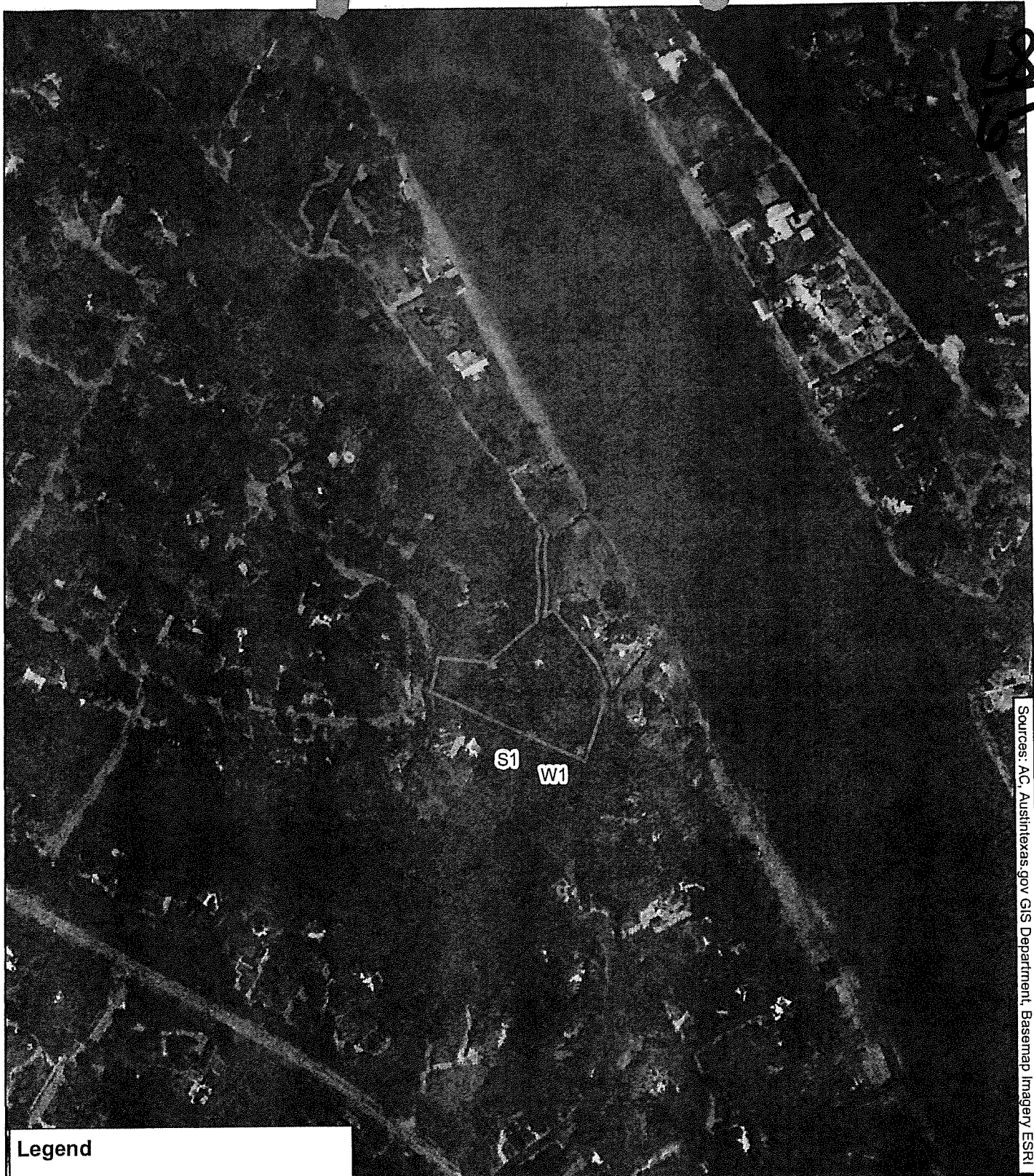
LS
64



Sources: AC, AustinTexas.gov GIS Department, Basemap Imagery ESRI

DRAWN BY	JC	 Terracon Project No. 96157040	Site Specific Geologic Map with 2-ft Topography	Exhibit
CHECKED BY	AP		4209 Hidden Canyon Cove Austin, Travis County, Texas	1
GIS SCALE	1 in: 350 ft			
DATE	4/6/2015			

48
67

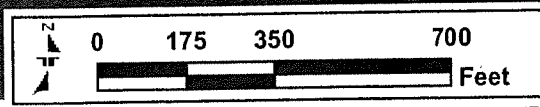


Sources: AC, AustinTexas.gov GIS Department, Basemap Imagery ESRI

Legend

* Critical Environmental Feature

Project Boundary



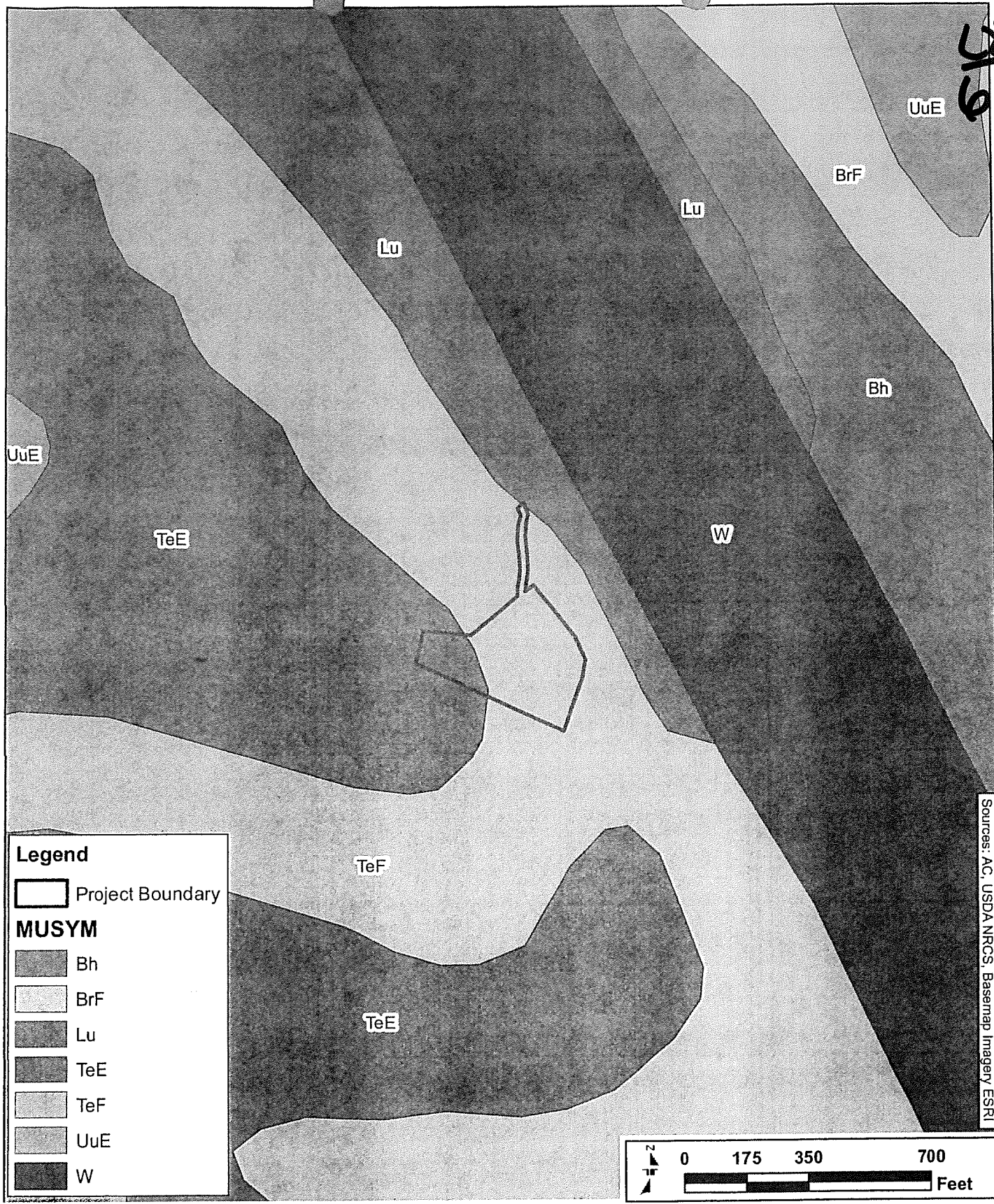
DRAWN BY	JC
CHECKED BY	AP
GIS SCALE	1 in: 350 ft
DATE	4/6/2015

Terracon
Consulting Engineers & Scientists
Terracon Project No. 96157040

Site Historic Aerial Photo
4209 Hidden Canyon Cove
Austin, Travis County, Texas

Exhibit
2

48
68



Sources: AC, USDA NRCS, Basemap Imagery ESRI

Legend

Project Boundary

MUSYM

Bh

BrF

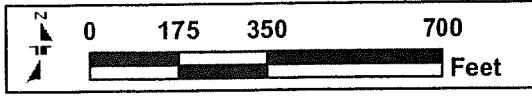
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DRAWN BY	JC
CHECKED BY	AP
GIS SCALE	1 in: 350 ft
DATE	4/6/2015

Terracon
Consulting Engineers & Scientists

Terracon Project No. 96157040

Site Soil Map

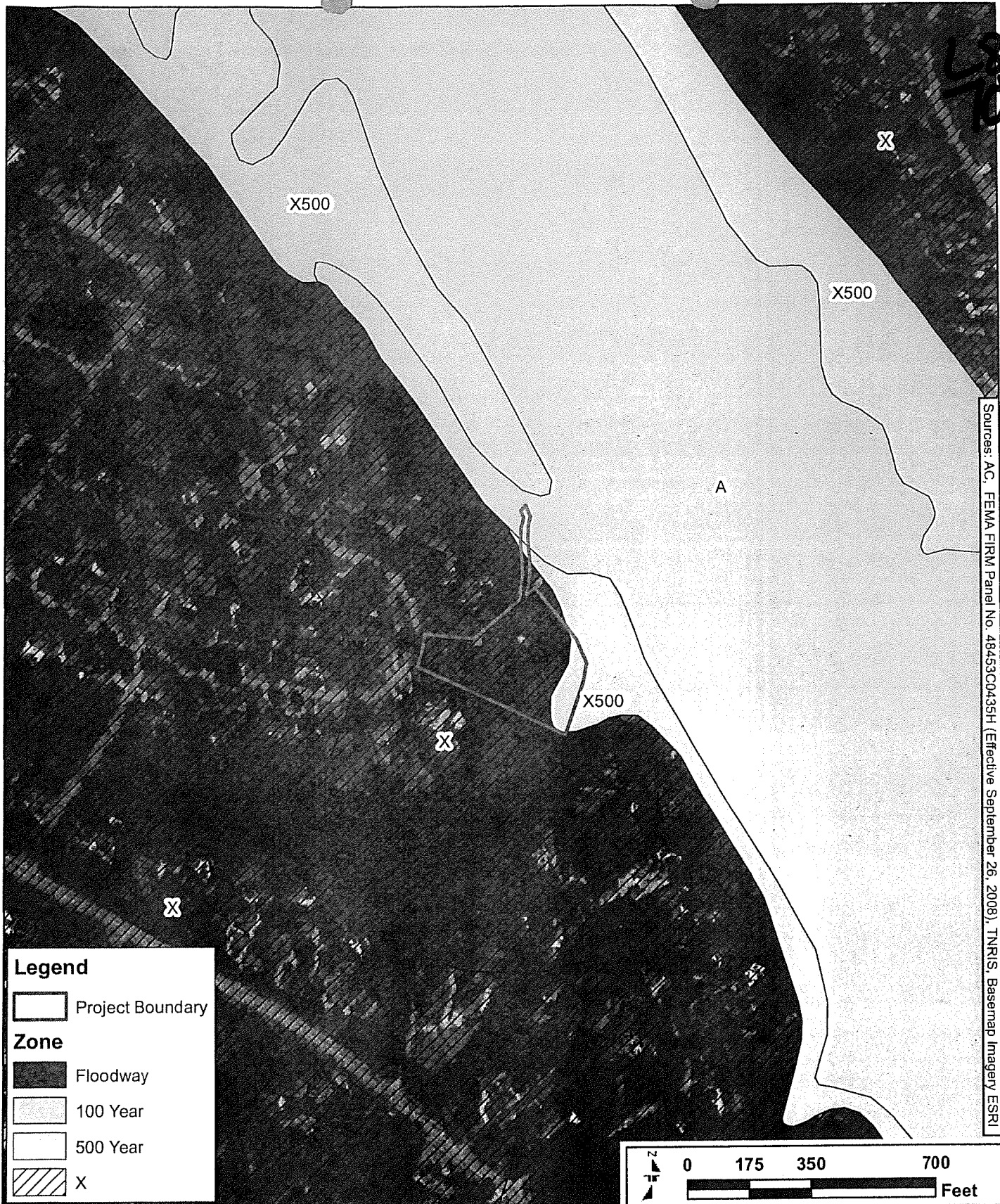
4209 Hidden Canyon Cove
Austin, Travis County, Texas


Exhibit
3



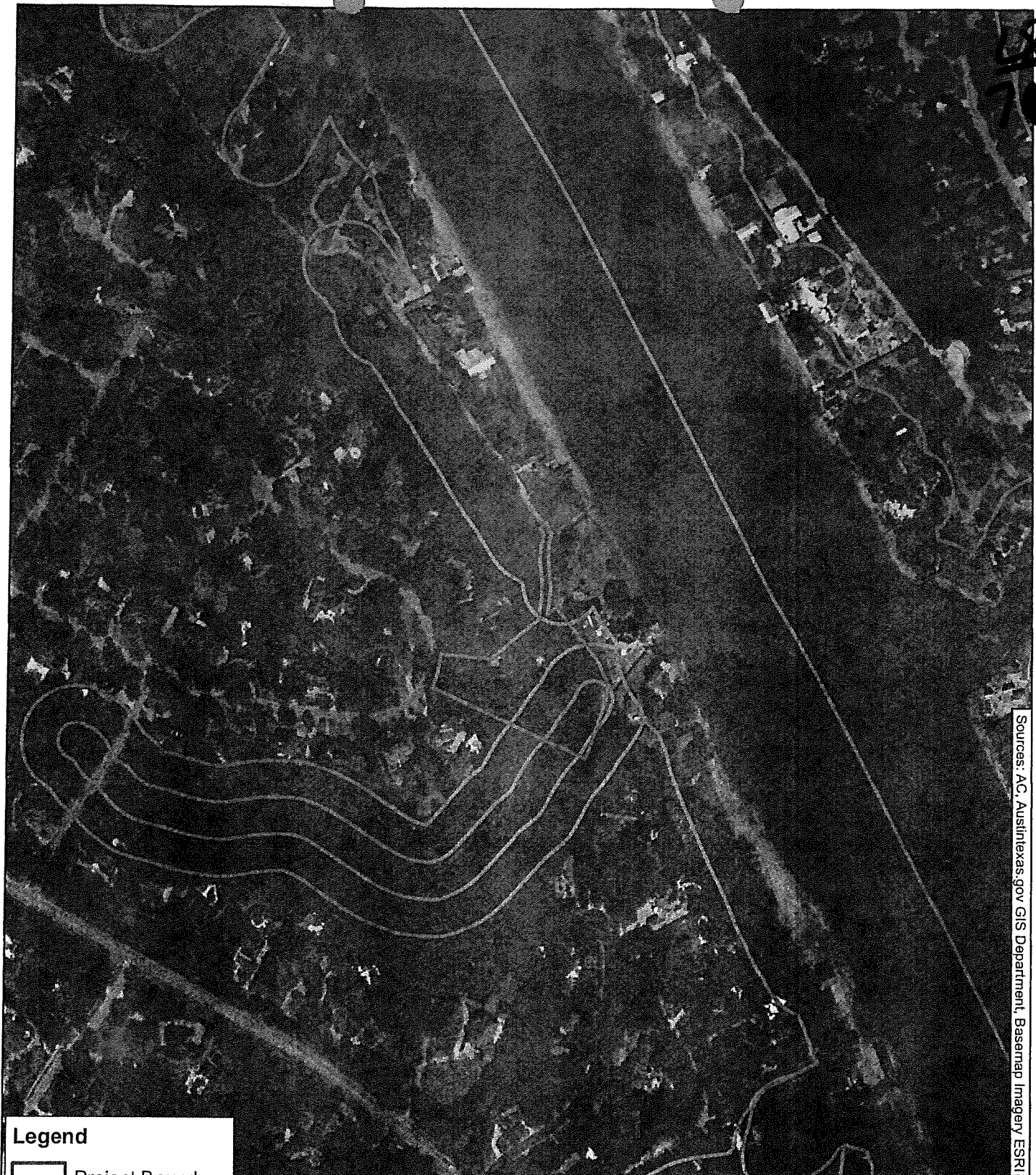
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CHECKED BY	AP
GIS SCALE	1 in: 350 ft
DATE	4/6/2015

Terracon Consulting Engineers & Scientists Terracon Project No. 96157040	Site Critical Environmental Features and Wells
	4209 Hidden Canyon Cove Austin, Travis County, Texas
	Exhibit 4



DRAWN BY	JC	 Consulting Engineers & Scientists Terracon Project No. 96157040	FEMA Floodplain Map	Exhibit
CHECKED BY	AP		4209 Hidden Canyon Cove Austin, Travis County, Texas	5
GIS SCALE	1 in: 350 ft			
DATE	4/6/2015			

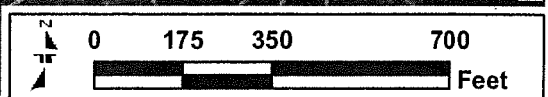
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70



Sources: AC, Ausintexas.gov GIS Department, Basemap Imagery ESRI

Legend

- Project Boundary
- Creek Buffer



DRAWN BY	JC
CHECKED BY	AP
GIS SCALE	1 in: 350 ft
DATE	4/6/2015

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Consulting Engineers & Scientists

Terracon Project No. 96157040

Water Quality Zones
4209 Hidden Canyon Cove Austin, Travis County, Texas

Exhibit
6

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APPENDIX C
SITE PHOTOGRAPHS

Project No. 96147040
Date Photos Taken: February 10, 2015

Terracon ^{LS}₇₃

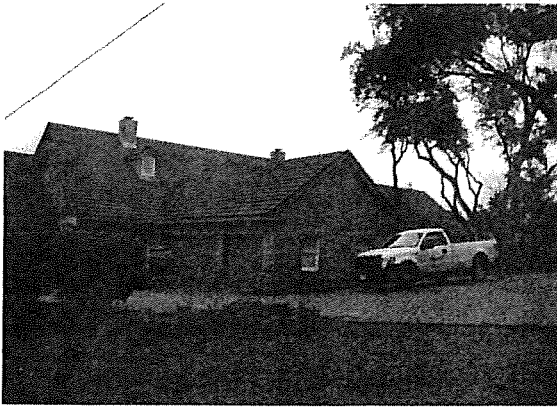


Photo 1 On-site residence



Photo 2 View of S1 seep CEF



Photo 3 View of W1 wetland CEF

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AGREEMENT CREATING ROADWAY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JOE B. MITCHELL, CAROLINE G. MAESSON, JOYCE SHELTON and husband EMMETT SHELTON, SR., and STERLING HOLLOWAY, do hereby create a private easement for roadway purposes thirty-five (35') feet in width, as hereinafter described, over and across a portion of three tracts of land described in a Partition Deed recorded in Volume 1304, Page 259, Travis County Deed Records, said three tracts of land therein being set aside to Joe B. Mitchell, Josephine M. Johnson, and Margaret M. Foster, respectively, out of the Wm. Brown Survey No. 2, in Travis County, Texas; and subject to the conditions and covenants hereinafter set forth, said roadway easement covering a strip of land seventeen and one-half (17-1/2') feet in width on each side of the center line thereof, or a total width of thirty-five (35') feet, the center line of which easement is described as follows:

BEGINNING at an iron stake set in center of present road, in the West line of that certain 59.58 acre tract of land conveyed to Joe B. Mitchell by Partition Deed recorded in Volume 1304, Page 259, of the Deed Records of Travis County, Texas;

THENCE with the center line of the said 35.0 feet roadway easement with the courses and distances as follows: S. 60°00' E. 40.0 ft., N. 56°08' E. 50.0 ft. to a point of curve to the right, the radius of which is 20.0 ft;

THENCE with said curve to the right an arc distance of 31.42 ft., the chord of which bears S. 78° 52' E. 28.28 ft., to point of tangency of said curve;

THENCE continuing with the center line of said easement with the courses and distances as follows: S. 33° 52' E. 712.35 ft., S. 31° 30' E. 223.67 ft., S. 8° 20' E. 100.0 ft., S. 1° 31' E. 61.5 ft. to a point in the East line of that certain 55.70-acre tract conveyed to Joe B. Mitchell by deed recorded in Volume 1596, Page 14, of the Deed Records of Travis County, Texas, from which the Northeast corner of said 55.70-acre tract bears N. 30° 04' E. 211.13 ft., said Northeast corner of the 55.70 acres is also the Northwest corner of that certain 52.07 acres conveyed to Margaret M. Foster by Partition Deed recorded in Volume 1304, Page 259, of the Deed Records of Travis County, Texas;

THENCE through the Margaret M. Foster 52.07 acres with the courses and distances as follows: S. 1° 31' E. 30.0 ft., S. 34° 13' E. 210.88 ft., S. 22° 25' E. 53.7 ft., S. 4° 13' E. 42.5 ft., S. 7° 10' W. 76.14 ft., S. 29° 03' W. 330.0 ft., S. 21° 22' W. 195.0 ft., S. 35° 23' W. 162.04 ft., S. 42° 42' W. 226.0 ft., S. 13° 10' W. 320.0 ft. to point of termination in the North line of Westlake Drive; which point of termination bears N. 49° 54' W. a distance of 137.34 feet from the intersection of the East line of the Wm. Brown Survey and the North line of Westlake Drive, and also N. 49° 54' W. 19.63 feet from the West corner of Tract No. 3 covered by a Deed from L. Lee Brasfield, Trustee to Sterling Holloway of date April 30, 1970, recorded in Volume 3839, Pages 2288-91, Travis County Deed Records

CONDITIONS AND COVENANTS

I.

58-6745

It is expressly agreed and understood that this instrument does not constitute a dedication to the public of a public roadway, but grants to the respective parties hereto, their heirs, assigns, and successors in title, and to all persons who have heretofore acquired by deeds of record in Travis County, Texas, tracts located within the three tracts covered by the Partition Deed above referred to adjoining or adjacent to the easement above described, and to their heirs, assigns, and successors in title, for free and uninterrupted use of said roadway easement for access to lands owned or legally occupied by the parties for whose benefit this easement is granted, as above provided.

II.

This easement shall further inure to the benefit of and may be used by any person, or persons, having lawful reason to desire access to lands adjacent to said easement; the parties hereto, however, and each of them, reserving the right to deny the use of said easement to any person, or persons, who may make unlawful use of said easement or shall unlawfully trespass upon any lands adjacent thereto or who by their actions may create a public or a private nuisance to the detriment of the owners of the lands served by said easement. This right in the parties hereto shall continue so long as said easement shall continue to be a private easement, and to any portions thereof which may not have been dedicated as a public road.

III.

It is expressly understood that by the execution of this instrument none of the parties hereto are or shall be deemed to be expressly or impliedly obligated for the expenditure of any sums of money in the improvement or maintenance of the roadway on said easement, but any party hereto shall have the right to improve, at his or her expense, any portion of said roadway, so long as such improvement is situated within the boundaries of the easement hereby granted, and does not create a change of drainage adversely affecting lands adjacent thereto owned by any other party.

IV.

It is understood that embraced within the boundaries of the easement hereby created is a strip of land 17-1/2 feet in width along the Southwest Boundary Line of a tract of land conveyed by L. Lee Brasfield, Trustee to F. L. McNamara by deed recorded in Volume 3545, Page 291, Travis County Deed Records, and the joinder of the said McNamara in the execution of this instrument had not been obtained for the reason that by the terms of the deed to him it was recognized and declared that his Southwest line constituted a center line of a 35-foot roadway, and the center line as herein described corresponds with his Southwest Boundary Line.

V.

recorded in Volume 3545, Page 291, Travis County Deed Records

By an instrument of date February 8, 1963, L. Lee Brasfield, Substitute Trustee of the Estate of Margaret Mitchell Foster, granted to Joe B. Mitchell, his heirs and assigns, right of ingress and egress and the right to construct a roadway over and across the property of the Estate of Margaret M. Foster, Deceased, being the 52.07-acre tract set aside to said Margaret M. Foster in the Partition Deed first above mentioned, without specifying the

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location or description of the easement and roadway referred to therein, Joe B. Mitchell hereby expressly agrees on behalf of himself and his heirs and assigns that this instrument is executed and is accepted by him as full compliance, and in lieu of, all other rights granted to him by said instrument from L. Lee Brasfield, Substitute Trustee, and hereby acknowledges that he holds and claims no rights as to any portion of said 52.07-acre tract for easement, access, or roadway purposes save and except his rights under the easement granted by this instrument.

EXECUTED, this 24th day of March, 1972.

Joyce Shelton
JOYCE SHELTON
Emmett Shelton, Sr.
EMMETT SHELTON, SR.

Joe B. Mitchell
JOE B. MITCHELL
Caroline G. Maesson
CAROLINE G. MAESSON
Sterling Holloway
STERLING HOLLOWAY

STATE OF TEXAS
COUNTY OF TRAVIS *Refer*

BEFORE ME, the undersigned authority, on this day personally appeared JOE B. MITCHELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

APRIL GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1972.

NOTARY SEAL

Carol Sue Masley
Notary Public in and for
Bexar County, Texas
Refer Carol Sue Masley
Notary Public, Bexar County, Texas

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared CAROLINE G. MAESSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

APRIL GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1972.

NOTARY SEAL

Carol Sue Masley
Notary Public in and for
Bexar County, Texas
CAROL SUE MASLEY
Notary Public, Bexar County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared JOYCE SHELTON, EMMETT SHELTON, SR., and STERLING HOLLOWAY, each known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of March, 1972.

NOTARY SEAL

Sam Holley
Notary Public in and for
Travis County, Texas

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FILED
MAR 3 8 01 AM '72
COUNTY OF DALLAS
TARRANT COUNTY, TEXAS

ROADWAY BARRIER
AGREEMENT
WILSON, BT 11

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