

November 14, 2003

**COMANCHE CANYON RANCH  
EXTRATERRITORIAL JURISDICTION  
PLANNED UNIT DEVELOPMENT  
AGREEMENT**

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## ETJ PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Austin, Texas ("City"), Robert H. Theriot, Shirley Shaw, and Brownstone Gallery, Inc., a Texas corporation ("Owner"). Robert H. Theriot is the owner of the approximately 468 acres of land more particularly described in **Exhibit "A"** hereto, **SAVE AND EXCEPT** that approximately one (1) acre tract owned by Shirley Shaw which is more particularly described in **Exhibit "A-1"** hereto and **SAVE AND EXCEPT** that approximately thirty (30) acre tract owned by Brownstone Gallery, Inc. which is more particularly described in **Exhibit "A-2"** hereto, which land together is sometimes herein referred to as the "Property". This Agreement is entered into pursuant to the authority granted by §42.046 of the Texas Local Government Code. The project herein authorized to be developed on the Property is referred to herein as the "PUD".

### I. LAND USE PLAN

This Agreement, together with the attached **Exhibits "A" through "R"** shall constitute the Land Use Plan for the PUD. The PUD shall conform to the limitations and conditions set forth in this Agreement including **Exhibits "A" through "R"**. Except as otherwise specifically provided by this Agreement, all other rules, regulations and ordinances of the City of Austin applicable to its extraterritorial jurisdiction in effect on the effective date of this Agreement shall apply to the PUD. The attached exhibits are copies of originals on file with the City of Austin Watershed Protection and Development Review Department in File No. C814-01-0114 and are incorporated into this Agreement in their entirety as set forth fully in the text of this Agreement. The attached exhibits are as follows:

<b>Exhibit "A":</b>	Description of the Portion of the Property Owned by Robert H. Theriot
<b>Exhibit "A-1":</b>	Description of the Portion of the Property Owned by Shirley Shaw
<b>Exhibit "A-2":</b>	Description of the Portion of the Property Owned by Brownstone Gallery, Inc.
<b>Exhibit "B":</b>	PUD Land Use Plan--Overall
<b>Exhibit "C":</b>	PUD Land Use Plan--Area 1
<b>Exhibit "D":</b>	PUD Land Use Plan--Area 2
<b>Exhibit "E":</b>	PUD Land Use Plan--Area 3
<b>Exhibit "F":</b>	PUD Land Use Plan--Area 4
<b>Exhibit "G":</b>	PUD Land Use Plan--Area 5
<b>Exhibit "H":</b>	PUD Land Use Plan--Area 6
<b>Exhibit "H-1":</b>	Site Development Regulations Table
<b>Exhibit "H-2":</b>	Areas A thru J of PUD Area 2 and Areas A, B and C of PUD Area 3
<b>Exhibit "I":</b>	Lot Size Plan and Impervious Cover Limits for SF Lots
<b>Exhibit "I-1":</b>	Water Quality Controls
<b>Exhibit "I-2":</b>	On-Site Detention Waiver
<b>Exhibit "I-3":</b>	Maximum Impervious Cover for each PUD Area
<b>Exhibit "I-4":</b>	Example Filter Wall Layout
<b>Exhibit "J":</b>	Cut and Fill Plan
<b>Exhibit "K":</b>	Private Drive Standards and Section Plan
<b>Exhibit "K-1":</b>	Residential Sidewalks in PUD Area 1
<b>Exhibit "K-2":</b>	Commercial Sidewalks
<b>Exhibit "L":</b>	Traffic Generation Report

- Exhibit "M":** Water and Wastewater Service Letter from Water Control and Improvement District #17
- Exhibit "N":** CEF Setbacks for the Limited Number of Critical Environmental Features Located on Lots or in the Vicinity of Development or Lots
- Exhibit "O":** There is no Exhibit "O".
- Exhibit "P":** There is no Exhibit "P".
- Exhibit "Q":** Drainage and Storm Sewer Schematic
- Exhibit "R":** General Notes

**2.**

**PERMITTED USES AND SITE DEVELOPMENT REGULATIONS**

**A.**

**PERMITTED USES**

<b><u>PUD AREA</u></b>	<b><u>USES</u></b>
1.....	Single-Family Residential and Associated Amenities.
2.....	Office, Retail, Restaurant/Bar, Office/Warehouse, Single-Family Residential, Condominium Residential, and Parking Structure. Any proposed retail may be replaced with office use.
3.....	Condominium Residential, Townhome Residential, and Single-Family Residential.
4.....	Single-Family Residential.
5.....	Conservation Area, Lift Station, Utilities, and Drainage Facilities.
6.....	Vineyard, Open Space, Stormwater Irrigation, and Existing Wastewater Drip Irrigation until Wastewater Service is Available from Water Control and Improvement District #17.

**B.**

**CORRESPONDING ZONING USE DISTRICTS AND SITE DEVELOPMENT REGULATIONS**

Corresponding zoning use district designations for PUD Areas 1, 2, 3, 4, and 6 are set forth in this Section 2.B.

Site development regulations are set forth in this Section 2.B. and in the exhibits referred to in this Section 2.B. Except as modified in this Section 2.B. the site development regulations are set forth in **Exhibit "H-1."**

Uses in PUD Area 1 shall conform to SF-4A zoning district use regulations found in the Land Development Code except that the two (2) large lots fronting on Comanche Trail shall conform to the SF-1 zoning district use regulations found in Volume II of the City Code (the "Land Development Code"). The portion of PUD Area 1 conforming to SF-4A zoning district use regulations shall conform to the zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1"** and the additional requirements found in §§25-2-557(B)(3) and (G) and 25-4-232(C)(10) and (19) of the Land Development Code shall not apply. The portion of PUD Area 1 conforming to SF-1 zoning district use regulations shall conform to SF-1 zoning district site development regulations in the Land Development Code and set forth in **Exhibit "H-1"**.

Uses in Areas A, B, C, E, F, G, and H of PUD Area 2 as shown on **Exhibit "H-2"**, Sheet 1, shall conform to the "GR" zoning district use regulations and to the "GR" zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1"** except that the existing warehouse use located in Area F of PUD Area 2 shall be authorized to continue as a nonconforming use indefinitely. If said existing warehouse use is discontinued for a continuous period of ninety (90) days or more, then it shall no longer be allowed as a use.

Uses in Areas D and I of PUD Area 2 as shown on **Exhibit "H-2"**, Sheet 1, shall conform to the SF-6 zoning district use regulations and to the SF-6 site development regulations found in the Land Development Code and shown in **Exhibit "H-1."**

Uses in Area J of PUD Area 2 as shown on **Exhibit "H-2"**, Sheet 1, shall conform to the SF-1 zoning district use regulations and to the SF-1 zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1"** except that the single family residential lot with its western lot line being the eastern boundary of the fifty foot (50') buffer zone for CEF F-55, as shown on **Exhibit "N"** shall not be required to have a rear yard setback.

Uses in Areas A and B of PUD Area 3 as shown on **Exhibit "H-2"**, Sheet 2, shall conform to the SF-6 zoning district use regulations and to the SF-6 zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1"** except that the maximum building height for Area A of PUD Area 3 as shown in **Exhibit "H-2"**, Sheet 2, shall be sixty feet (60') with no more than six (6) stories.

Uses in Area C of PUD Area 3 as shown on **Exhibit "H-2"**, Sheet 2, shall conform to the SF-1 zoning district use regulations and to the SF-1 zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1."**

Uses in PUD Area 4 shall conform to the SF-1 zoning district use regulations and to SF-1 zoning district site development regulations found in the Land Development Code and shown in **Exhibit "H-1."**

Uses in PUD Area 6 shall conform to (AG) zoning district use regulations found in the Land Development Code. Uses in PUD Area 6 shall conform to the site development regulation shown in **Exhibit "H-1"** and the additional requirements found in §25-2-621 of the Land Development Code shall not apply to uses in PUD Area 6.

**3.**  
**DEVELOPMENT DENSITY**

Development within the PUD shall be limited to the uses and densities indicated on the Land Use Plan and the total PUD shall be deemed a single site. A variance is hereby granted from §25-1-21(98) of the Land Development Code which prohibits a site from crossing a public street or right-of-way. It is agreed that the single-family residential development in the PUD is cluster housing for the purposes of §25-8-454(C) of the Land Development Code. A variance from §25-88-454(C) of the Land Development Code is hereby granted to allow for the development density provided for in this Agreement. Since the PUD is deemed a single site it is agreed that development right allocations may be made between all areas of the PUD and that all subdivision plat applications shall be allowed to utilize available development right allocations from any area of the PUD. Variances from §25-8-455(B)(2) and (3) of the Land Development Code are hereby granted to not require concurrent platting or the transfer of all development intensity at that time so long as information about the transfer is placed on the tract being platted and in the restrictive covenant required by §25-8-455(B)(4) of the Land Development Code.

**4.**  
**LOT SIZES**

Lot sizes within the PUD shall be approximately as indicated on **Exhibit "I"**. Lot sizes may vary from the sizes reflected on **Exhibit "I"** so long as the densities, uses, and impervious cover limitations and restrictions established by this Agreement are not exceeded and as long as a lot is not smaller than the minimum lot size specified in the corresponding zoning district specified in Section 2.B. of this Agreement or the City's subdivision ordinance except as otherwise provided in this Agreement. A variance is hereby granted from §25-4-174 of the Land Development Code to allow single-family residential corner lots in PUD Area 1 to have a minimum size of 6100 square feet.

**5.**  
**IMPERVIOUS COVER,  
WATER QUALITY CONTROLS,  
DRAINAGE, AND OVERLAND DRAINAGE BUFFERS**

**A. IMPERVIOUS COVER AND WATER QUALITY CONTROLS**

1. The impervious cover for the entirety of the PUD shall not exceed twenty-four and eighty-nine one hundredths percent (24.89%). Each PUD area shall not exceed the maximum impervious cover set forth in **Exhibit "I-3"**. A maximum impervious cover limit (calculated in square feet) shall be assigned to each lot and each internal PUD private drive when an application for each subdivision plat is reviewed. Single-family residential lot impervious cover shall not exceed the square footages shown on **Exhibit "I"**, Sheets 1-4. The total impervious cover for all subdivisions and development within a PUD Area shall not exceed the maximum impervious cover for each PUD Area set forth in **Exhibit "I-3"**.

2. Water quality controls for the PUD shall be as shown on **Exhibit "I-1"**. These water quality controls include (i) level-spreaders for vegetative filter strips, (ii) a stormwater reirrigation pond, (iii) a stilling pond, (iv) an infiltration pond, (v) filter walls, and (vi) other water quality controls approved by the Director of the Watershed Protection and Development Review Department, or its successor department (the "Director"). Filter walls will include all of the elements shown on **Exhibit "I-4"**. The water quality controls will be implemented in connection with subdivision plat and site development permit construction. Section 25-8-213(A)(1) of the Land Development Code states, "A water quality control must be designed in accordance with the Environmental Criteria Manual, and the control must provide at least the treatment level of a sedimentation/filtration system under the Environmental Criteria Manual." It is agreed that the facilities proposed for this PUD meet the intent of the Environmental Criteria Manual with the collective use of all proposed facilities to meet the standards at the point in which the stormwater leaves the PUD site. The Director is authorized to grant administrative variances or waivers as the Director may elect to grant, without review by any City board, commission or council, from any Land Development Code requirements otherwise regulating or affecting compliance with the two-year peak flow detention requirements set forth in §25-7-61 of the Land Development Code on a drainage area basis, provided multiple storm sewer outfalls with energy/velocity dissipaters and spreader berms/weirs at outfalls are utilized. Acceptance of this alternative compliance with control of the 2-year storm will be evaluated based on the existing and developed 2-year flows through the ravines and any indications of existing downstream erosion problems where the proposed flow spreaders will be located. This evaluation will take place at the construction plan phase of this development. If the use of an alternative for control of the 2-year storm is denied, 2-year storm detention ponds will be required.
3. Since the PUD is deemed a single site, individual commercial and multi-family projects shall not have to comply with §25-8-454(D) of the Land Development Code and PUD Area 5 shall be the only buffer required to receive overland drainage.

#### B. DRAINAGE

Except as otherwise (i) provided in this Section 5.B. or (ii) shown on **Exhibit "Q"**, drainage, where collected and concentrated, for Areas 1, 2, 3, and 4 shall be directed to discharge velocity control facilities by way of enclosed storm sewers located within the private drives.

The portion of Area 2 south of Comanche Trail that is not included in the PROPOSED CAPTURE AREA shown in **Exhibit "I-1"** shall not be required to have drainage facilities. Storm drainage from the remaining portion of Area 2, except for the shaded area shown in **Exhibit "I-1"**, shall be directed to discharge velocity control facilities by way of enclosed storm sewers located within the private drives. The shaded area shown in **Exhibit "I-1"** is an existing approved development with a previous City/County approved drainage plan.

1. All drainage facilities shall be (i) designed by registered professional engineers and (ii) designed and constructed in accordance with §25-7-121 of the Land Development Code, including any waivers or variances therefrom which might be approved by the City.
2. All drainage and water quality facilities in the PUD shall be privately maintained by property owner associations duly formed prior to the approval and recording of any final subdivision plat covering any portion of the Property.
3. A variance is hereby granted from §25-7-32(C) of the Land Development Code requiring floodplain and floodway delineation since the flood plain in the PUD is located entirely within PUD Area 5 (Conservation Area), provided, however, that the PUD Area 5 (Conservation Area) shall be a conservation area, drainage, and utility easement and shall be conveyed as same pursuant to Section 7 of this Agreement.
4. All areas utilized for drainage shall be made accessible by Owner as may be necessary and Owner shall not prohibit access by governmental authorities.
5. All development in the PUD shall comply with the on-site detention waiver which was granted by the Watershed Engineering Division of the Watershed Protection and Development Review Department, dated June 26, 2003, File No. LKT-2002-188-W, a copy of which is found in **Exhibit "I-2"** of this Agreement.

C. OVERLAND DRAINAGE BUFFERS

Since the PUD is deemed a single site it is agreed that the Conservation Area (Area 5) shall be the only area required to remain available to serve as a buffer to receive overland drainage. The Conservation Area (Area 5) constitutes well over 40% of the PUD site and meets the requirements of §25-8-454(D)(2) of the Land Development Code. The locations of the lift station and the emergency fire access road connecting Oasis Bluff Drive to PUD Area 2, both of which are shown on **Exhibit "B"**, shall not be considered to be part of Conservation Area (Area 5).

6.

**CRITICAL ENVIRONMENTAL FEATURES**

A. There are hundreds of critical environmental features ("CEF") located within the PUD. The vast majority of the critical environmental features are located within Area 5, the Conservation Area, and are adequately protected by virtue thereof.

B. Buffer zones for specific CEFs shall be as indicated on **Exhibit "N"**. Conservation easements shall be (i) established for all CEF buffer zones located within 150' of PUD Areas 1, 2, 3, and 4, and (ii) shown on all preliminary and final subdivision plats. Plat notes setting forth the prohibitions on (i) disturbing native vegetation and (ii) constructing or placing structures within a CEF shall be placed on every subdivision plat. Within PUD Areas 1, 2, 3, and 4, CEF buffer zones shall not be located within drainage or utility easements. Any wastewater drip irrigation

area shall be at least 150 feet away from any CEF. No disturbance of native vegetation shall be allowed within a CEF buffer zone including the portion of the buffer zone located within residential lots. No construction or placement of structures, including buildings, sheds, pools, landscaping or gardens shall be allowed within a CEF buffer zone. Restrictive covenants containing the prohibitions on (i) disturbing native vegetation and (ii) the constructing or placing of structures shall be prepared and recorded for all CEF buffer zones located within the boundary of a commercial or residential lot. These restrictive covenants shall be placed on each affected lot after the final platting thereof and prior to a conveyance thereof. Wastewater disposal or wastewater irrigation shall be prohibited within a CEF buffer zone. A permanent sign shall be posted at the edge of each CEF buffer zone located within a residential lot that states "Critical Environmental Feature Buffer Zone - Do Not Disturb Native Vegetation. No construction or landscaping allowed." If a CEF is located less than 50 feet from the boundary of a lot and has a City-approved buffer zone of less than 50 feet, the Owner, prior to development on the lot, shall construct a six (6) foot wrought iron fence at the edge of the lot. A variance from the critical environmental feature buffer zone requirements of §25-8-281(B) and (C) of the Land Development Code is hereby granted to permit the buffer zones specified herein and shown on **Exhibit "N"**.

C. During the term of this Agreement (30 years), City personnel shall be provided access to all CEF buffer zones for the purpose of monitoring CEF protection. Access for these monitoring purposes shall be provided only (i) across Area 5 of the PUD (Conservation Area) subject to any applicable rules of (a) the U.S. Fish and Wildlife Service and (b) the Balcones Canyonlands Preserve (BCP), (ii) across commercial retail and multifamily lots, and (iii) across any residential lot that has not been developed. The results of the monitoring shall not be used to require changes to (a) water quality controls or requirements for the PUD, (b) the PUD Land Plan, (c) any building, or structure, or use or (d) any other aspect or element of the PUD, but may guide City policies and criteria for future development projects outside the PUD.

D. The area of disturbance around CEF F-85 as shown on **Exhibit "N"**, Sheet 1 shall be revegetated with native vegetation and the debris shall be stabilized.

## 7.

### CONVEYANCE OF THE CONSERVATION AREA

The Conservation Area (Area 5) shall be preserved in perpetuity by being conveyed by Owner in fee simple or as a conservation, drainage and utility easement to either (i) Travis County for the Balcones Canyonlands Preserve, (ii) the City of Austin, or (iii) another conservation entity approved by the U.S. Fish and Wildlife Service, in accordance with Federal Fish And Wildlife Permit Number TE 004683-0 issued and effective on July 17, 2000 and any amendment thereto. The conveyance of the Conservation Area shall be without charge to the receiving entity. The conveyance of the Conservation Area (Area 5) shall take place prior to or simultaneously with the recording of the first final subdivision plat of the Property approved by the City after the approval of this Agreement by the City.

**8.**  
**INTEGRATED PEST MANAGEMENT PROGRAM,  
GREEN BUILDING STANDARDS AND LANDSCAPING**

- A. The Owner will adopt and implement the integrated pest management program (IPM) approved by the City.
- B. In addition, the Owner will require each party planning to construct a residence and/or commercial building on any portion of the Property to meet the minimum Green Building Standards established by the City's electric utility department and/or the 2000 International Energy Conservation Code which Green Building Standards shall at a minimum equal the "one star rating", and require each such person to comply with such standards and/or code as the case may be and encourage each such person to have its project certified by the City's Green Building Program staff or building inspectors, as appropriate, as being in compliance therewith.
- C. Landscaping shall be predominantly native and naturalized plants selected from the "Grow Green" list approved by the City.
- D. The requirements of Section 8.A., B., and C. above shall be placed in the appropriate recorded covenants, conditions and restrictions applicable to each lot, parcel, or tract of the PUD.

**9.**  
**CUT AND FILL,  
CONSTRUCTION ON SLOPES AND  
NATIVE VEGETATION ON DISTURBED AREAS**

- A. Cut and fill of four (4) to eight (8) feet shall be permitted in the area shown in green on **Exhibit "J"** and cut and fill of eight (8) to sixteen (16) feet shall be permitted in the area shown in pink on **Exhibit "J"**.
- B. Variances from §§25-8-341(A) and 25-8-342(A) of the Land Development Code (regarding cut and fill) are granted to allow for the cut and fill specified herein.
- C. Any private drive developed in the PUD shall be treated as a "roadway" for purposes of §§25-8-341 and 25-8-342 of the Land Development Code and therefore limitations on cut and fill shall not apply to construction within the boundaries of the private drive and variances from said Sections are granted to permit said private drives to be treated as a "roadway" thereunder.
- D. Cut and Fill in excess of those specified herein must be approved by the Zoning and Platting Commission in accordance with §25-8-41 of the Land Development Code .
- E. A variance is granted to §25-8-301 and §25-8-302 of the Land Development Code to permit (a) construction of driveways on a slope in excess of 15% (i) for the particular lots shown on **Exhibit "J"** and (ii) for lots where a driveway on a slope in excess of 15% is required due to cuts or fill for private drive construction occurring within the boundaries of a private drive and (b) construction of buildings on slopes in excess of 25% for the particular lots shown on **Exhibit "J"**.

F. Structural containment shall be required for all cut and fill exceeding four (4) feet.

G. Native vegetation shall be provided for all disturbed areas outside Area 5 of the PUD (Conservation Area).

**10.**  
**SUBDIVISION PLATS**  
**AND PARKLAND DEDICATION**

A. Subdivision plats shall be required for all lots shown on the Land Use Plan that do not have existing development located thereon. Lots with existing development located thereon may be platted. Any division of land that requires plat under City or Travis County regulations shall be platted in accordance with applicable rules and regulations including this Agreement.

B. Preliminary plans and final plats may occur in one or more phases or sections and a variance from §25-4-33 of the Land Development Code is hereby granted to permit preliminary plans and final plats which do not include the entirety of the original tract to be submitted and approved, provided however that this variance shall not permit or authorize the approval of a subdivision plat that leaves any property adjacent to the PUD without access by way of the PUD private drives to public streets. Owner agrees that any property adjacent to the PUD which would otherwise be landlocked shall be granted a perpetual access easement across the PUD's private drives to a public road. If Area 5 of the PUD (Conservation Area) is platted no preliminary or final subdivision application fee shall be charged for the acreage contained within said Area 5 and a variance from §25-1-82 of the Land Development Code is hereby granted to allow that such a fee shall not be collected. No final subdivision plat application shall be accepted or approved by the City for Area 4 of the PUD until and unless an access road thereto has been approved by the City.

C. Owner shall be allowed to convey Area 5 of the PUD (Conservation Area) in accordance with Section 7 of this Agreement without platting and a variance from Chapter 25-4 of the Land Development Code is hereby granted to allow such conveyance without platting.

D. Since substantially, all of the critical water quality zone, the water quality transition zone, along with Area 5 of the PUD (Conservation Area), is going to be conveyed in fee to Travis County, the City or other conservation entity without charge in accordance with Section 7 of this Agreement, no parkland dedication shall be required, provided however, a fee in lieu thereof shall be paid at the time of each subdivision plat in accordance with Division 5 of Chapter 25-4 of the Land Development Code and the rules and regulations of the City applicable thereto as same existed on May 1, 2003.

**11.**  
**SITE DEVELOPMENT PERMITS**

Prior to construction, except detached single-family on any lot in the PUD, a site development permit must be obtained from the City of Austin.

## 12.

### PRIVATE DRIVES AND SIDEWALKS

A. Construction of private drives within the PUD shall comply with the sections and plan profiles shown on **Exhibit "K"**. The design speed for portions of Villa Montana Way may be 20 MPH.

B. A variance from §25-4-171(A) of the Land Development Code (requiring each lot in a subdivision to abut on a dedicated public street) is granted for the lots in Areas 1, 2, and 4 shown on the Land Use Plan which do not abut Comanche Trail and to allow all of the Lots in Areas 1, 2, 3, and 4 to be accessed by private drives. The single-family, multi-family, and condominium residential subdivisions within the PUD may be gated.

C. Private drive layout for the PUD shall be as shown on the Land Use Plan and a variance is granted from §25-4-152(B) of the Land Development Code (regarding dead-end streets) to allow the cul-de-sac or single outlet private drives as shown on the Land Use Plan.

D. Sidewalks shall not be required in the residential subdivisions in the PUD except on one side of those private drives located in PUD Area 1 as shown on **Exhibit "K-1"**. Sidewalks may be located at any location within the excess private drive area in between the curb and the lot lines. Sidewalks in residential areas may be anywhere from four (4) to six (6) feet wide and may have stone or concrete borders with concrete, stone, pavers, or stamped concrete located within the borders. A variance is hereby granted from the provisions of §25-6-351 of the Land Development Code relating to sidewalks in residential subdivisions so as to permit the residential subdivision sidewalk provisions set forth herein. Sidewalks in the commercial subdivisions in the PUD shall comply with City of Austin standards and shall be located as shown on **Exhibit "K-2"**.

E. All sidewalks and private drives within the PUD shall be privately maintained by property owner associations duly formed prior to the approval and recording of any subdivision plat covering any portion of the Property.

F. Private drives shall be privately maintained by property owners associations duly formed prior to the approval and recording of any final subdivision plat covering any portion of the Property. If ownership or maintenance of the private drives by the City or Travis County ever occurs, the appropriate property owners association shall be fully responsible for redesigning and constructing same to City or Travis County standards.

## 13.

### TRAFFIC AND PARKING ON STREETS

A. No site development permit shall be approved or issued if the completed development or uses authorized by a proposed development permit, considered cumulatively with all existing or previously authorized development and uses of the Property, generates traffic exceeding the total traffic generation for the Property as specified in that certain Traffic Generation Report prepared by John H. Hickman and Associates which is attached hereto as **Exhibit "L"**, or as same may be amended and approved by the Director of the Watershed Protection and Development Review

Department. In addition, all development in the PUD shall be in compliance with the Comanche Canyon Ranch Planned Unit Development Traffic Impact Analysis prepared by John F. Hickman and Associates and Greear and Associates dated June 5, 2002 ("TIA") submitted in support of the Comanche Canyon Ranch Extraterritorial Planned Unit Development request and on file in the City of Austin Watershed Protection and Development Review Department or as same may in the future be revised and approved by the Director of the Watershed Protection and Development Review Department.

B. There shall be no parking on or along the private drives located within the PUD and this restriction shall also be set forth in all property owner association documents for the property owner associations created for the PUD. This prohibition shall not be applicable to the parking spaces shown in Area 1 of the PUD as shown in Exhibit "C".

#### **14. WATER SERVICE**

Water service shall be provided by Water Control and Improvement District #17.

#### **15. WASTEWATER SERVICE**

Wastewater service to Areas 1, 2, 3, and 4 of the PUD will be provided by Water Control and Improvement District #17 ("WCID #17"). Exhibit "M" is a letter from WCID #17. The wastewater service shall be provided pursuant to a contract between WCID #17 and the City pursuant to which wastewater will be discharged into the City's West Bull Creek Wastewater Interceptor. Other than the existing on-site systems and the existing wastewater treatment plant, there shall be no on-site wastewater systems on any lot and there shall be no wastewater treatment plants located on the Property except as approved by the City. The existing on-site wastewater systems and wastewater treatment plant shall be discontinued when wastewater service is available by way of the City's West Bull Creek Wastewater Interceptor and no new development will be constructed or occupied until the existing wastewater treatment plant and the existing on-site wastewater systems have been discontinued and the developments being served by them have been connected to the City's West Bull Creek Wastewater Interceptor. Variances from §§25-8-453 and 25-8-261 of the Land Development Code are hereby granted to allow the lift station to be located in the water quality transition zone and to allow the service road to the City-approved wastewater treatment plant to be located in the water quality transition zone and the critical water quality zone.

#### **16. ANNEXATION**

This Agreement shall not be construed to limit the City's ability to annex all or any portion of the Property.

**17.**  
**TERM**

This Agreement shall be effective upon the date the last party hereto signs it and for a period of thirty (30) years thereafter.

**18.**  
**AGREEMENT CONSTITUTES A LAND USE PLAN**

The Owner and the City acknowledge that this Agreement when executed and delivered by the City, shall constitute one of the approvals in the series of the approvals required from the City for the use and development of the Land for the purposes of Section 43.002 of the Texas Local Government Code.

**19.**  
**CONFLICTS**

A variance from §25-1-3 of the Land Development Code is hereby granted to provide that if a conflict occurs between this Agreement and other ordinances, rules, or regulations, agreements, or restrictions, the requirements of this Agreement control.

**20.**  
**LAND DEVELOPMENT CODE AMENDMENT**

This Agreement is approved by ordinance of the Austin City Council and the ordinance adopting this Agreement is an amendment to the Austin City Code to the extent necessary to give effect to this Agreement. It is specifically acknowledged that all processes required for the enactment of such ordinances have been duly observed.

**21.**  
**REPRESENTATIONS AND WARRANTIES**

**A. REPRESENTATIONS AND WARRANTIES OF THE OWNER**

Owner does hereby severally represent and warrant to City as follows:

1. Authority, No Conflict.

This Agreement constitutes the legal, valid and binding obligations of Owner, enforceable against Owner in accordance with their terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement, and to perform its obligations under this Agreement.

2. Title to Properties, Encumbrances.

Owner owns (with good and indefeasible title) the Property subject only to security interests, mortgages, liens and leases. Owner does not have knowledge of any pending or threatened litigation in any way affecting, involving, or relating to the Property or any interest therein.

In addition to the foregoing, the Owner acknowledges that this Agreement is intended to pertain to, and the "Property" is intended to cover, the real property described in **Exhibit "A"** hereto. Owner has provided the legal descriptions for the Property contained in **Exhibit "A"** and Owner represents and warrants to the City that, to his best knowledge, the legal descriptions of the Property set forth on **Exhibit "A"** is a true, correct and complete legal description for the Property. In the event the City learns that any of the legal descriptions contained in **Exhibit "A"** is not a true, correct and complete legal description of the Property, the Owner shall take all actions as are reasonably necessary and appropriate to correct such legal description and otherwise include the intended real property within the terms of this Agreement.

B. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents and warrants to the Owner as follows:

1. Organization and Good Standing.

The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations hereunder.

2. Authority, No Conflict.

This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

C. NO ADDITIONAL REPRESENTATIONS

The Parties represent to each other that before executing this Agreement, each Party became fully informed of the terms, contents, conditions and effects of this Agreement; that in making this Agreement, each Party has had the benefit of the advice of attorneys and advisors of that Party's own choosing; and that no promises or representations of any kind have been made by any of the Parties or by anyone acting or purporting to act for any Party except as expressly stated in this Agreement. By signing this Agreement, each Party expressly disclaims any reliance on any representations, promises, or other statements by any of the other Parties hereto (except to the extent such representations, promises or other statements are expressly set forth herein), or by such other Parties' representatives, agents or attorneys.

**22.**  
**DEFAULT AND REMEDIES**

**A. CITY'S RIGHTS**

In order to ensure the on-going compliance with the terms of this Agreement by the Owner the City is given the right:

1. To enter upon the Property, or any portion thereof, by and through its authorized employees or enforcement agents, at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement; provided that, except in cases where the City reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement causing immediate and irreparable harm, such entry shall be upon prior reasonable notice to the owner of the portion of the Property upon which the City is to enter, and the City will not in any case unreasonably interfere with such owner's use and quiet enjoyment of such portion of the Property. No entry onto an occupied platted single family residential or duplex residential lot will be authorized by this Subsection which is not otherwise authorized by law; and
2. To prevent any activity on, or use of, any portion of the Property that is inconsistent with the terms of this Agreement and to require the restoration of such areas or features of such portions of the surface of the Property that may be damaged by any activity or use which is inconsistent with the terms of this Agreement, pursuant to the remedies set forth in Section B, hereof.

**B. CITY'S REMEDIES**

1. Notice of Violation, Corrective Action and Litigation Remedies.

If the City becomes aware of a violation of the terms of this Agreement, the City shall, except as expressly set forth herein, notify the owner of the portion(s) of the Property involved in such violation and request corrective action sufficient to abate such violation and restore the surface of the affected portions of the Property to its previous conditions prior to the violation. Failure by such owner(s) to abate the violation and take such other corrective action as may be required to cure the violation within thirty (30) days after the giving of such notice, or such longer period of time as may be reasonably necessary to cure the violation in question so long as the cure is commenced within said thirty (30) day period and prosecuted until completion with all reasonable diligence no later than ninety (90) days from the date of such notice, will entitle the City to exercise any and all rights and remedies available to it at law or in equity as a result of such failure. The City's remedies shall include, without limitation, any one or more of the following remedies:

- a. bring an action at law or in equity to enforce the terms of this Agreement, including seeking a temporary restraining order, temporary injunction and/or permanent injunction to enjoin the non-compliance;

- b. bring an action to require the restoration of the surface of the affected land to its previous condition;
- c. bring an action for specific enforcement of this Agreement; and/or
- d. subject to the limitation on damages set forth in Section 23. E. of this Agreement, recover any damages arising from the non-compliance.

With respect to all the remedies described in this Section, the City's rights under this Agreement apply equally in the event of either actual or threatened violations of the terms of this Agreement.

The Owner, and any and all successor Landowners, agree that the City's remedies at law with respect to an alleged or threatened violation of the terms of this Agreement are inadequate and that the City shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the City may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving other actual damages or the inadequacy of otherwise available legal remedies. The City's right to injunctive relief with respect to any alleged or threatened violation of the terms of this Agreement shall apply without the requirement of any notice or opportunity to cure being given the owners of the Property. The City's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

## 2. City's Arbitration Remedies.

With respect to an alleged violation of the Agreement by any owner, the City may, at the City's option, rather than instituting a lawsuit to seek its litigation remedies, first initiate non-binding arbitration. Arbitration will be conducted under the rules of the American Arbitration Association. The City will appoint an arbitrator, the owner(s) will appoint an arbitrator, and then the arbitrators selected by the City and the owner(s) will select the third arbitrator. The prevailing party in the arbitration can, in addition to its arbitration award, upon request and approval by the arbitrator, recover its attorneys' fees. Either the City or the owner(s) may appeal the result of the arbitration to the District Courts of Travis County. Because the arbitration is non-binding, the proceedings in Travis County District Court will be a trial *de novo* and the decision of the arbitrators will not be entitled to any effect or deference whatsoever, though discovery taken in the arbitration may be used in the District Court proceeding.

The prevailing party in the District Court *de novo* proceeding shall recover in addition to its damages other relief awarded its attorneys' fees and court costs, which shall include its attorneys' fees from the arbitration. Moreover, if, in the judgment of the District Court presiding over the *de novo* proceeding, the party that initiated the *de novo* proceeding did not obtain a result equal to or better than the final judgment rendered by the arbitration panel, then the appealing party will pay liquidated damages in an amount to be decided by the trial court, up to and including,

but not exceeding, two times the amount of attorneys' fees incurred in the *de novo* proceeding by the party that did not appeal the judgement of the arbitrators. The foregoing liquidated damages clause will not apply if both the City and the owner(s) appeal the final judgment of the arbitration panel. Nothing herein shall be construed as depriving any party of its rights of appeal from the judgment of the District Court.

3. Failure to Act or Delay.

Forebearance by the City from exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by the Owner or any subsequent landowner shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Agreement or of any of the City's rights under this Agreement. No delay or omission by the City in the exercise of any right or remedy upon any breach by the Owner or any subsequent landowner shall impair such right or remedy or be construed as a waiver. No covenant, term, condition or restriction of this Agreement or the breach thereof by the Owner will be deemed waived, except by written consent of the City, and any waiver of the breach of any such covenant, term, condition or restriction will not be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, condition or restriction. The City shall retain the right to take any action as may be necessary to ensure compliance with this Agreement notwithstanding any prior failure to act.

4. Waiver of Certain Defenses.

The Owner hereby waives any defense of laches, estoppel, or prescription.

5. No Liability For Actions of Others.

Notwithstanding any provision of this Agreement to the contrary, it is agreed and understood that, except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each landowner under this Agreement are several, and not joint; and (b) no landowner will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such landowner except for a Continuing Violation (as defined herein). For purposes hereof, a "Continuing Violation" shall mean any violation of this Agreement with regard to any parcel arising prior to the transfer of title to such parcel to the landowner in question which continues uncured after such transfer of title.

C. OWNERS' REMEDIES

1. Owners' Remedies/Notice to City.

The remedies of an aggrieved landowner (including Owner) for a breach of this Agreement by City include the following:

- (i) specific performance and/or writ of mandamus for the enforcement of the City's obligations and agreements in this Agreement; and
- (ii) subject to the limitation on damages set forth in Section 23. E. of this Agreement, recovery of damages arising out of non-compliance of this Agreement.

With regard to the remedy of specific performance and writ of mandamus, the Parties acknowledge and agree that remedies at law (including monetary damages) arising out of a default by the City under this Agreement are inadequate to compensate the aggrieved landowner for such default by the City and that such aggrieved landowner is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of this Agreement and writ of mandamus. To the extent allowed by law, the City waives any right to governmental immunity with regard to the enforcement of this Agreement by landowners.

Before initiating any action for breach of this Agreement, Owner (or other landowner) shall notify the City Manager in writing of such alleged breach, and the alleged breach must remain uncured following the expiration of thirty (30) days after the day on which the City Manager receives such notice or such longer period of time as may be reasonably necessary to cure the alleged breach so long as the cure is commenced within such thirty (30) day period and prosecuted to completion with all reasonable diligence. If, after the City receives the notice and opportunity to cure described in this paragraph the alleged breach is still, in the sole judgment of the Owner (or other landowner), not cured, then the Owner (or other landowner) may either (i) initiate litigation against the City in the District Courts of Travis County or (ii) initiate non-binding arbitration, which shall be conducted under the same rules as set forth in Section 22. B. 2. above.

## 2. City Breach with Regards to Project Approvals.

It shall be a breach hereunder for the City to wrongfully withhold the approval of any development permit, proposed development and/or development application with respect to development of any portion of the Property which complies with the terms of This Agreement provided, that if any landowner claims that the City has wrongfully withheld the approval of any development permit, proposed development, and/or development application, in violation of the terms of this Agreement, the party seeking such approval shall notify the City Manager of the City of such claim in writing. Within seven (7) business days after receipt of the written notice from the party seeking approval, the City Manager shall make a determination as to the validity of such claim and send notice to the party seeking the approval of its determination as to the validity of the claim. If and only if the City Manager determines that the City has wrongfully withheld the approval in question in violation of the terms of this Agreement, (i) the City Manager shall instruct the City staff to process such approval with reasonable diligence until completed in accordance with all usual and customary City procedures and processes and (ii) the withholding of the

approval in question shall not constitute a breach of this Agreement, provided City Staff fulfills item (i) above. If (i) the City Manager determines that the approval in question was not wrongfully withheld in violation of the terms of this Agreement, (ii) the City Manager fails to make a determination within such seven (7) business day period, or (iii) the City staff fails to process such approval with reasonable diligence until completed in accordance with all usual and customary City procedures and processes after instruction to do so by the City Manager, then the Landowner seeking the approval shall then be entitled to initiate either non-binding arbitration or litigation to enforce its rights hereunder without further notice to the City (notwithstanding any other notice provisions contained in this Agreement). Any such arbitration shall be conducted according to Section 22. B. 2. above.

3. Failure to Act or Delay.

Forebearance by any landowner to exercise any of its rights under this Agreement in the event of any breach of any term of this Agreement by City shall not be deemed or construed to be a waiver by the landowner of such term or of any subsequent breach of the same or any other term of this Agreement or of any of such landowner's rights under this Agreement. No delay or omission by a landowner in the exercise of any right or remedy upon any breach by the City of any obligation it may have under this Agreement shall impair such right or remedy or be construed as a waiver.

D. ATTORNEYS' FEES AND COURT COSTS

In the event that any matter relating to this Agreement results in the institution of legal proceedings by any party to this Agreement, the prevailing party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees.

E. OVERRIDING LIMITATION ON REMEDIES

Notwithstanding anything contained herein to the contrary, in no event shall either City or the Owner ever have any right to terminate this Agreement as a result of the default hereunder by any other party hereto and to the extent any such right would exist at law, in equity or otherwise, same is hereby RELEASED, WAIVED and FOREVER RELINQUISHED by the City and the Owner on behalf of themselves and their respective successors and assigns, if any, including, without limitation, any successor landowner.

FURTHERMORE, IT IS EXPRESSLY AGREED THAT IN THE EVENT ANY MATTER RELATING TO THIS AGREEMENT RESULTS IN THE INSTITUTION OF LEGAL PROCEEDINGS, THE PREVAILING PARTY IN SUCH LEGAL PROCEEDING MAY ONLY RECOVER THE ACTUAL DAMAGES, AND NOT ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH PREVAILING PARTY MAY SUFFER OR INCUR AS A RESULT OF THE NON-PREVAILING PARTY'S DEFAULT HEREUNDER. TO THE EXTENT THE RIGHT TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WOULD EXIST AT LAW OR IN EQUITY, SAME IS

HEREBY RELEASED, WAIVED AND FOREVER RELINQUISHED. BY ACQUIRING TITLE TO ANY PORTION OF THE LAND, EACH LANDOWNER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FOREGOING.

23.

**MISCELLANEOUS**

A. ENTIRE AGREEMENT

This Agreement, and the exhibits and attachments hereto, some of which may be separately executed and recorded in the public records, collectively constitute the entire Agreement between and among the parties. There are no other Agreements, written or oral, between the parties addressing these matters. No waiver, amendment, modification or alteration of this Agreement is effective unless such change is in writing and signed by an authorized representative of each party.

B. VENUE

The parties agree that the exclusive venue for any litigation arising under or related to this Agreement is the State District Courts of Travis County, Texas. The Owner specifically waives any rights he may have to challenge the personal jurisdiction of the Travis County District Courts, and also specifically waives any rights he may have to challenge venue in Travis County, including any rights the Owner may have to challenge venue in Travis County on the basis that Travis County is not a convenient forum for the Owner.

C. NO PRESUMPTIONS

This Agreement is a result of negotiations between the parties. The final language of this Agreement was the subject of extensive negotiations, and the parties agree that none of the language herein should be construed against one party or the other.

D. EXHIBITS

Except as otherwise expressly stated herein, all of the exhibits referenced herein are incorporated herein for all purposes.

E. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person, entity, circumstance or portion of the Property is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons, entities, circumstances or portions of the Property other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

F. COUNTERPARTS

This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed,

each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

G. RECORDATION

City shall at Owner's expense record this Agreement and any amendments hereto in the real property records of Travis County, Texas, and may at its expense re-record it at any time from time to time. Owner shall deliver to City's Law Department a check covering the recording fee within three (3) days after execution by the City of this Agreement or any amendment to this Agreement.

H. SUCCESSORS BOUND

This Agreement shall run with the Land and shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns; including, without limitation, any successor landowners.

I. AMENDMENT

Any landowner and the City may amend this Agreement as it relates solely to such landowner's parcel or parcels without the joinder of any other landowner. Such amendment must be in writing, signed by such landowner and City and recorded in the Real Property Records of Travis County, Texas. Otherwise any amendment of this Agreement requires an amendment in writing signed by the City and all landowners of the Property (other than landowners of occupied single family or duplex residential lots).

J. STREET AND DRAINAGE STANDARDS NOT BINDING ON TRAVIS COUNTY

Notwithstanding any provision in this Agreement to the contrary, it is agreed that nothing herein shall be interpreted in any way to bind Travis County, Texas to approve, adopt, or agree to any standard or provision set forth in this agreement relating to (i) street standards and designs or (ii) stormwater drainage. In the event Travis County does not approve a standard or provision contained in this Agreement relating to streets and/or stormwater drainage, then the Owner, his heirs, successors and assigns shall conform to the Travis County standard and/or provision relating to streets and/or stormwater drainage, including any duly authorized waivers and variances which Travis County, in its sole discretion, approves.

K. VARIANCES AND WAIVERS

In any situation where a variance has been authorized in this Agreement and the City should determine that a waiver is the appropriate mechanism then the appropriate waiver is herein authorized in lieu of such variance.

L. CERTIFICATE OF COMPLIANCE

The owner, his heirs, successors, and assigns shall obtain a certification from a professional engineer that all non-single family project and building plans comply with the terms and conditions of this Agreement before construction begins and after construction is complete.

**M. COMMERCIAL AUTOMOTIVE USES PROHIBITED**

The following commercial automotive uses as defined by §§25-2-4 (B) (6), (7), (8), and (9) of the Land Development Code shall be prohibited on and within the entirety of the Property:

- (6) Automotive Rentals
- (7) Automotive Repair Services
- (8) Automotive Sales
- (9) Automotive Washing

**N. TITLES 25 AND 30 OF THE CODE OF THE CITY OF AUSTIN**

All references in this Agreement to a provision or section of Title 25 of The Code of the City of Austin or to any other governmental regulation shall include the corresponding provision, section, or regulation found in Title 30 of The Code of the City of Austin, if any, and any variance or waiver from a provision or section of Title 25 of The Code of the City of Austin or any other governmental regulation approved in this Agreement shall include the approval of a variance or waiver from the corresponding provision, section, or regulation found in Title 30 of The Code of the City of Austin.

Executed as indicated below.

**CITY:**

**CITY OF AUSTIN, a home rule city and municipal corporation**

**Approved as to Form:**

Assistant City Attorney

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OWNER:**

Robert H. Theriot

Date: \_\_\_\_\_

Brownstone Gallery, Inc., a Texas corporation

By: \_\_\_\_\_  
Robert H. Theriot, its President

Shirley Shaw

Date: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_ of The City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Robert H. Theriot.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Robert H. Theriot, President, Brownstone Gallery, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Shirley Shaw.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**CONSENT OF LIENHOLDER  
COMANCHE CANYON RANCH EXTRATERRITORIAL JURISDICTION  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**STATE OF TEXAS §  
COUNTY OF TRAVIS §**

Whereas, Shirley Shaw is the Owner of the property described in Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Property"); and

Whereas, America's Wholesale Lender is the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

Deed of Trust dated December 31, 2002, from Shirley Shaw, to CTC Real Estate Services, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$247,500.00, payable to America's Wholesale Lender. The Deed of Trust is of record in Document Number 2003003837 of the Official Public Records of Travis County, Texas.

Whereas, Shirley Shaw, the owner of the Property has executed the Comanche Canyon Ranch Extraterritorial Jurisdiction Planned Unit Development Agreement.

**NOW THEREFORE**, in consideration of \$10 the Lienholder agrees as follows:

America's Wholesale Lender consents to the execution of the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and subordinates all of its liens on this Property to the rights and interests of the City of Austin, Texas in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and any foreclosure of its liens will not extinguish the City of Austin's rights and interests in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement.

Executed as indicated below.

America's Wholesale Lender, a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_ (name of notary), Notary Public of the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ (name of party), known to me by \_\_\_\_\_ (state) driver's license or identity card to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENT OF LIENHOLDER  
COMANCHE CANYON RANCH EXTRATERRITORIAL JURISDICTION  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**STATE OF TEXAS §  
COUNTY OF TRAVIS §**

Whereas, Robert H. Theriot is the Owner of the property described in Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Property"); and

Whereas, PNB Financial Bank is the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

1. Deed of Trust dated December 23, 2002, from Robert H. Theriot, to Jeff P. O'Jibway, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$2,500,000.00, payable to PNB Financial Bank. The Deed of Trust is of record in Document Number 2003028211 of the Official Public Records of Travis County, Texas.
2. Deed of Trust dated December 23, 2002, from Robert H. Theriot to Jeff P. O'Jibway, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$500,000.00 payable to PNB Financial Bank. The Deed of Trust is of record in Document Number 2003028212 of the Official Public Records of Travis County, Texas.

Whereas, Robert H. Theriot, the owner of the Property has executed the Comanche Canyon Ranch Extraterritorial Jurisdiction Planned Unit Development Agreement.

**NOW THEREFORE**, in consideration of \$10 the Lienholder agrees as follows:

PNB Financial Bank consents to the execution of the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and subordinates all of its liens on this Property to the rights and interests of the City of Austin, Texas in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and any foreclosure of its liens will not extinguish the City of Austin's rights and interests in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement.

Executed as indicated below.

**PNB Financial Bank**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_ (name of notary), Notary Public of the State  
of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ (name of  
party), known to me by \_\_\_\_\_ (state) driver's license or identity card to  
be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  
s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Description of 1.00 acre  
Tract No. 5

May 7, 1996  
Job No. 0604

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE D. & W. RAIL ROAD COMPANY SURVEY NO. 76 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 528.85 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT H. THERIOT RECORDED IN VOLUME 7185, PAGE 2295 OF THE DEED RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one half inch diameter iron rod found on the west line of said D. & W. Rail Road Company Survey No. 76, being the east line of that certain D. & W. Rail Road Company Survey No. 75, being the west line of said 528.85 acre tract, at the most northerly corner of that certain 12.00 acre tract of land described in a Warranty Deed with Vendor's Lien to Robert H. Theriot recorded in Volume 8423, Page 695 of said Deed Records for the most westerly corner and PLACE OF BEGINNING hereof

THENCE with said west line, North 27 degrees 40 minutes 40 seconds East, a distance of 86.72 feet to a one half inch diameter iron rod found at the most westerly corner of that certain 1.0 acre tract of land described in a Cash Warranty Deed to Karnig Kantartian recorded in Volume 9147, Page 361 of said Deed Records for the most northerly corner hereof

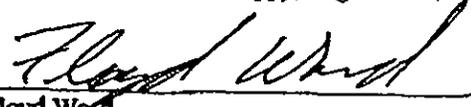
THENCE with the south line of said Kantartian tract, South 63 degrees 14 minutes 03 seconds East, a distance of 502.19 feet to a one half inch diameter iron rod set on a west line of that certain 488.207 acre tract of land described in a Warranty Deed to Robert H. Theriot recorded in Volume 8359, Page 824 of said Deed Records, at the most southerly corner of said Kantartian tract for the most easterly corner hereof

THENCE with a west line of said 488.207 acre tract, South 27 degrees 36 minutes 14 seconds West, a distance of 86.91 feet to a one half inch diameter iron rod found at the northeast corner of said 12.0 acre tract, for the most southerly corner hereof

THENCE with the north line of said 12.0 tract, North 63 degrees 12 minutes 44 seconds West, a distance of 502.30 feet to the PLACE OF BEGINNING and containing 1.00 acre of land, more or less, subject to easements, conditions or restrictions of record, if any.

*BEARING OF LINES* referred to in this description refer to the location of a City of Austin Electric Utility Department GPS Monument found (EUD 108) and an L.C.R.A. GPS Monument found (Station A-045) NAD 1983.

I, the undersigned, a Registered Professional Land Surveyor, do hereby state that the above description accompanied by a survey plat represents a survey made on the ground during April and May of 1996 and said description is a true and correct representation of said survey and this survey is a retracement of a survey designated as Tract 5 made on December 2, 1981 by Clinton P. Rippey, Registered Professional Land Surveyor No. 1453.

  
Floyd Ward  
Registered Professional Land Surveyor  
No. 3991 - State of Texas

ACCUTEX SURVEY SYSTEMS, INC.  
P. O. Box 14672  
Austin, Texas 78761

Telephone: (512) 453-6699

EMMS, Inc.

896 72

N 27° 40' 40" E  
86.72

N 27° 38' 50" E  
86.89  
(N 30° 03' E)  
(86.92)

PUBLIC UTILITY EASEMENT  
VOL. 7823, PG. 240 TCDR

TRACT 51  
1.00 ACRE  
ROBERT H. THERIOT  
VOL. 7185, PG. 2295  
TCDR

N 63° 12' 44" W 502.30

S 63° 14' 03" E 502.19

N 63° 13' 40" W 502.08  
(S 68° 49' E)  
(501.22)

TRACT 41  
1.00 ACRE  
KARNIG KANTARCJIAN  
VOL. 9142, PG. 361  
TCDR

(S 30° 03' E)  
(86.92)

88.91  
S 27° 36' 44" W

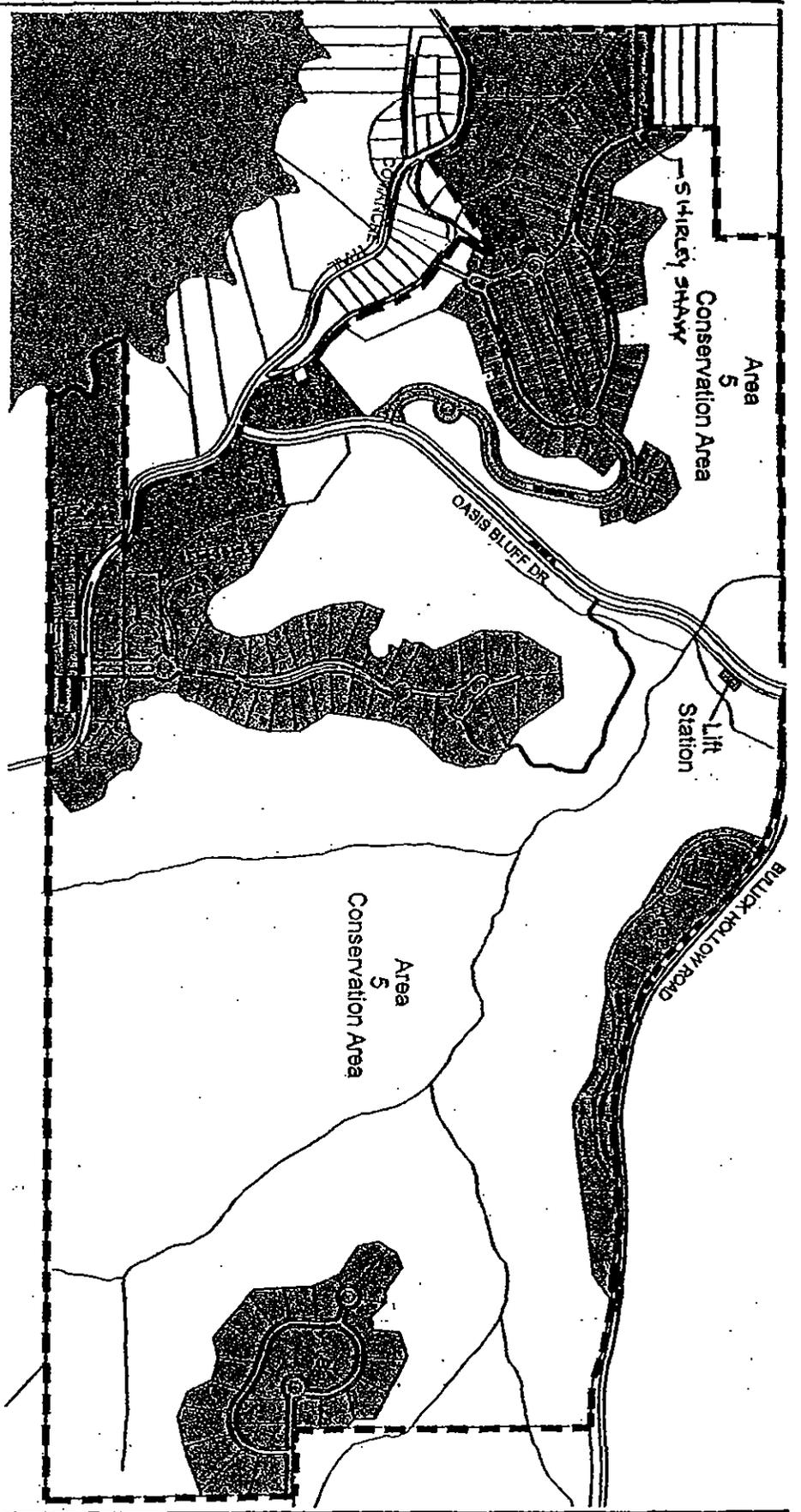
S 27° 34' 08" W  
86.83

N 27° 36'

S 0° 04' 09" W 553.12

ROBERT  
VOL.





**COMANCHE CANYON RANCH**  
468.2 Total Acres

AREA	LAND USE	ACREAGE
1	Residential: 99 Single Family Home Sites	48.94 ac.
2	Residential: 30 Single Family Lots 24 Condo Units Comments/Office: 5 Bldgs- 49,000 Sq Ft Total Restaurant: 2600 seats Retail: 40,000 Sq Ft Parking Structure: 350 spaces	80.19 ac.
3	Residential: 2 Single Family Lots 40 Condo Units 24 Town Home Units	12.00 ac.
4	Residential: 21 Single Family Lots	20.85 ac.
5	Conservation Area Lift Station	327.70 ac.
6	Vineyard (8.21 ac) Water Quality Re-treatment (1.31 ac) Open Space (2.78 ac)	9.28 ac.

DATE: 10/10/00  
BY: [Signature]  
SCALE: AS SHOWN  
PROJECT: COMANCHE CANYON RANCH



**COMANCHE CANYON RANCH**

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4830 Wilshire Blvd, Suite 200  
Beverly Hills, CA 90210

**WINKLEY ENGINEERING, INC.**  
CIVIL, MECHANICAL & ELECTRICAL ENGINEERS  
1000 Wilshire Blvd, Suite 200  
Beverly Hills, CA 90210

**CONSENT OF LIENHOLDER  
COMANCHE CANYON RANCH EXTRATERRITORIAL JURISDICTION  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**STATE OF TEXAS           §  
COUNTY OF TRAVIS       §**

Whereas, Robert H. Theriot is the Owner of the property described in **Exhibit "A"** which is attached hereto and made a part hereof for all purposes (the "Property"); and

Whereas, PNB Financial Bank is the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

1. Deed of Trust dated December 23, 2002, from Robert H. Theriot, to Jeff P. O'Jibway, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$2,500,000.00, payable to PNB Financial Bank. The Deed of Trust is of record in Document Number 2003028211 of the Official Public Records of Travis County, Texas.
  
2. Deed of Trust dated December 23, 2002, from Robert H. Theriot to Jeff P. O'Jibway, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$500,000.00 payable to PNB Financial Bank. The Deed of Trust is of record in Document Number 2003028212 of the Official Public Records of Travis County, Texas.

Whereas, Robert H. Theriot, the owner of the Property has executed the Comanche Canyon Ranch Extraterritorial Jurisdiction Planned Unit Development Agreement.

**NOW THEREFORE**, in consideration of \$10 the Lienholder agrees as follows:

PNB Financial Bank consents to the execution of the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and subordinates all of its liens on this Property to the rights and interests of the City of Austin, Texas in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement and any foreclosure of its liens will not extinguish the City of Austin's rights and interests in the Comanche Canyon Ranch Extraterritorial Planned Unit Development Agreement.

Executed as indicated below.

PNB Financial Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_ (name of notary), Notary Public of the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ (name of party), known to me by \_\_\_\_\_ (state) driver's license or identity card to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## EXHIBIT "A"

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE D. & W. RAILROAD COMPANY SURVEY NO. 76 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 7.993 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN IN RECORDED VOLUME 7185, PAGE 2395 OF THE DEED RECORDS OF SAID COUNTY, SAID 7.993 ACRE TRACT BEING ALSO DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 8212, PAGE 848 OF SAID DEED RECORDS; BEING A PORTION OF THAT CERTAIN 488.207 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 8359, PAGE 814 OF SAID DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one half inch diameter iron rod found on the south line of said D. & W Railroad Company Survey No 76, being the north line of the D & W Railroad Company Survey No 74, for the southeast corner and PLACE OF BEGINNING hereof, from which an iron rod found in a rock mound in the west line of the L Fritz Survey No 293 at the southeast corner of said D & W Railroad Company Survey No 76, being the northeast corner of said D & W Railroad Company Survey No 74, bears South 62 degrees 23 minutes 36 seconds East, a distance of 4,257 54 feet:

THENCE with said south line of the D & W Railroad Company Survey No 76, the following courses.

- 1 North 62 degrees 23 minutes 36 seconds West, a distance of 1,395 72 feet to an iron pipe found in a rock mound
- 2 North 63 degrees 37 minutes 36 seconds West, a distance of 433.29 feet to the approximate east bank of the Colorado River now submerged by the waters of Lake Travis at the southwest corner of said D & W Railroad Company Survey No 76, being the southwest corner of said 488 207 acre tract, for the southwest corner hereof

THENCE with said approximate east bank of the Colorado River now submerged by the waters of Lake Travis, North 10 degrees 34 minutes 29 seconds West, a distance of 216 66 feet to the southwest corner of that certain 4 28 acre tract of land described in a Warranty Deed recorded in Volume 9678, Page 521 of said Deed Records for the most westerly corner hereof

THENCE with the south line of said 4 28 acre tract, the following courses

- 1 North 89 degrees 59 minutes 43 seconds East, a distance of 291 04 feet
- 2 North 9 degrees 50 minutes 05 seconds West, a distance of 31 60 feet to a one half inch diameter iron rod found
- 3 North 14 degrees 26 minutes 53 seconds East, a distance of 32 00 feet to a one half inch diameter iron rod found
- 4 North 63 degrees 14 minutes 50 seconds East, a distance of 31 57 feet to a point

## **EXHIBIT "A"**

§ North 75 degrees 15 minutes 29 seconds East, a distance of 0.23 feet to a one half inch diameter iron rod found in a concrete monument at the southwest corner of that certain Lot 3, Oasis Bluff (a subdivision recorded in Book/Volume 93, Page 13 of the Plat Records of said county) for the most northerly corner hereof

THENCE with the north line hereof, South 62 degrees 24 minutes 04 seconds East, pass a one half inch diameter iron rod found at the most easterly corner of said Lot 3 at 947.80 feet and continuing on for a total distance of 1,712.83 feet to a one half inch diameter iron rod set for the most easterly corner hereof

THENCE with the east line hereof, South 27 degrees 36 minutes 24 seconds West, a distance of 378.16 feet to the PLACE OF BEGINNING and containing a calculated area of 15.994 acres, more or less,

## METES AND BOUNDS DESCRIPTION

BEING TWO (2) TRACTS OF LAND CONTAINING A TOTAL OF 470.60 ACRES OF LAND LOCATED IN THE S. BULLOCK SURVEY NO. 76, ABSTRACT 2601, THE S. BULLOCK SURVEY NO. 76, ABSTRACT NO. 2624, THE D.J. RIORDAN SURVEY NO. 76, ABSTRACT 2618, AND JAMES P. DUNLAP SURVEY NO. 594, ABSTRACT NO. 239, IN TRAVIS COUNTY, TEXAS; THE TRACT OF LAND HEREINAFTER REFERRED TO AS TRACT NO. 1 CONTAINING 106.14 ACRES AND BEING ALL OF THAT CERTAIN CALLED 12.006 ACRE TRACT CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13396, PAGE 20, AND ALL OF THOSE CERTAIN LOTS NUMBERED 16-25 AND UNDEDICATED OASIS VIEW SHOWN ON UNRECORDED PLAT OF COMANCHE PASS SECTION 2 CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13246, PAGE 952 OF THE REAL PROPERTY RECORDS, AND A REMAINDER PORTION OF THOSE CERTAIN TRACTS CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND THE TRACT OF LAND HEREINAFTER REFERRED TO AS TRACT NO. 2 CONTAINING 364.46 ACRES AND BEING ALL OF THAT CERTAIN CALLED 16.00 ACRE TRACT CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13396, PAGE 24 AND A REMAINDER PORTION OF THOSE CERTAIN TRACTS CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND THE UNDEDICATED PORTIONS OF COMANCHE TRAIL AS USED UPON THE GROUND; SAID 470.60 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

## TRACT NO. 1

BEGINNING at a 1/2-inch iron rod found for the southeast corner of the aforementioned 12.006 acre tract, same being an angle point in the east line of that certain called 537.332 acre tract conveyed to the Lower Colorado River Authority by deed recorded in Volume 526, Page 284 of the Deed Records of Travis County, Texas, said iron rod also being in the north line of Comanche Trail (60' ROW);

THENCE N 27°42'28" E along the common line between said 537.332 acre tract and the herein described tract a distance of 904.06 feet to a 1/2-inch iron rod found for the southwest corner of that certain 1.00 acre tract described in deed to Theriot Family Partnership No. 1, Ltd. by deed recorded in Volume 13089, Page 195 of the Real Property Records of Travis County, Texas;

THENCE N 26°46'40" E along the common line between said 537.332 acre tract and 1.00 acre tract a distance of 86.90 feet to a 1/2-inch iron rod found for the northwest corner of said 1.00 acre tract, same being the southwest corner of that certain called 1.00 acre tract conveyed to Ross and Ramona

Headifen by deed recorded in Volume 13175, Page 1199 of the Real Property Records of Travis County, Texas;

THENCE S 63°00'14" E along the common line between said 1.00 acre tracts a distance of 502.14 feet to a 1/2-inch iron rod found for the common east corner of said 1.00 acre tracts;

THENCE N 27°38'16" E along the east line of those certain four (4) 1.00 acre tracts conveyed to Ross and Ramona Headifen, Stephanie Bradley, Cynthia J. Atwood and Kin Shing Vincent Lee by deeds recorded in Volume 13175, Page 1199, Volume 13244, Page 1391, Volume 13262, Page 1376 and Volume 12337, Page 537 respectively of the Real Property Records of Travis County, Texas a distance of 347.46 feet to a 1/2-inch iron rod found for corner in the south line of that certain called 12.607 acre tract conveyed to Robert K. and Marcy L. Garriott by deed recorded in Document No. 2000073952 of the Office Public Records of Travis County, Texas;

THENCE easterly and northerly along the common line between said 12.607 acre tract and the herein described tract the following two (2) courses:

1. S 63°10'04" E a distance of 563.14 feet to a 1/2-inch iron rod found for corner;
2. N 27°06'52" E a distance of 324.25 feet to a 1/2-inch iron rod found for corner in the south line of that certain 124.547 acre tract conveyed to Travis County by deed recorded in Document No. 1999020211 of the Official Public Records of Travis County, Texas;

THENCE easterly along the common line between said 129.13 acre tract and the herein described tract the following two (2) courses:

1. S 61°58'21" E a distance of 200.87 feet to a 1/2-inch iron rod found for corner;
2. S 62°57'15" E a distance of 630.60 feet to a 1/2-inch iron rod found for the southeast corner of said 129.13 acre tract, same being the southwest corner of that certain 4.26 acre tract conveyed to Peter C. Strickland by deed recorded in Volume 11076, Page 733 of the Real Property Records of Travis County, Texas;

THENCE easterly along the common line between said 4.26 acre tract and 1.65 acre tract conveyed to John K. Strickland by deed recorded in Volume 11076, Page 739 and remainder of a

12.95 acre tract conveyed to John K. Strickland by deed recorded in Volume 5429, Page 1658 and 1.52 acre tract conveyed to Edwin L. Strickland III by deed recorded in Volume 11076, Page 730 of the Real Property Records of Travis County, Texas and the herein described tract the following two (2) courses:

1. S 63°16'13" E a distance of 1,333.96 feet to a 1/2-inch iron rod found for corner;
2. N 47°46'46" E a distance of 67.71 feet to a 1/2-inch iron rod found for corner in the south line of Bullick Hollow Drive (ROW Varies);

THENCE easterly along said south line of Bullick Hollow Drive the following two (2) courses:

1. S 41°53'29" E a distance of 39.91 feet to the point of curvature of a curve to the left;
2. a distance of 65.54 feet along the arc of said curve to the left having a central angle of 04°12'38", a radius of 891.08 feet and a chord which bears S 40°36'39" E a distance of 65.52 feet to a 1/2-inch iron rod found for the intersection of said south line of Bullick Hollow Drive with the west line of Oasis Bluff Drive (80' ROW);

THENCE southerly along said west line of Oasis Bluff Drive the following ten (10) courses:

1. S 44°00'45" W a distance of 55.41 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
2. a distance of 251.61 feet along the arc of said curve to the right having a central angle of 31°20'21", a radius of 460.00 feet and a chord which bears S 59°42'24" W a distance of 248.48 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
3. S 75°21'39" W a distance of 158.95 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
4. a distance of 369.87 feet along the arc of said curve to the right having a central angle of 39°14'40", a radius of 540.00 feet and a chord which bears S 55°48'37" W a distance of 362.68 feet to a 1/2-inch iron rod found for the end of said curve;

5. S 36°00'21" W a distance of 124.98 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
6. a distance of 270.96 feet along the arc of said curve to the right having a central angle of 33°44'58", a radius of 460.00 feet and a chord which bears S 53°05'33" W a distance of 267.06 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
7. S 69°54'39" W a distance of 990.93 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
8. a distance of 515.91 feet along the arc of said curve to the left having a central angle of 54°44'23", a radius of 540.00 feet and a chord which bears S 42°35'04" W a distance of 496.51 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
9. S 15°19'22" W a distance of 210.32 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
10. a distance of 308.85 feet along the arc of said curve to the right having a central angle of 38°28'08", a radius of 460.00 feet and a chord which bears S 34°20'22" W a distance of 303.08 feet to a 1/2-inch iron rod found for the intersection of said west line of Oasis Bluff Drive with the northeast line of Comanche Trail (60' ROW);

THENCE N 35°36'36" W along said northeast line of Comanche Trail a distance of 140.95 feet to a 1/2-inch iron rod set for the beginning of a curve to the right;

THENCE continuing along said northeast line of Comanche Tract a distance of 66.26 feet along said curve to the right having a central angle of 08°56'48", a radius of 424.35 feet and a chord which bears N 31°52'20" W a distance of 66.19 feet to a point in the east line of Oasis Pass a private road in Comanche Pass Section 2 (an unrecorded subdivision);

THENCE northerly and westerly along said east line of Oasis Pass the following two (2) courses:

1. N 00°34'31" W a distance of 74.18 feet to a 1/2-inch iron rod set for corner;

2. N 16°17'41" E a distance of 96.22 feet to a 1/2-inch iron rod found for the southwest corner of that certain 0.09 acre tract conveyed to W. Thad Gilliam by deed recorded in Volume 10781, Page 1882 of the Real Property Records of Travis County, Texas;

THENCE easterly, northerly and westerly along the common line between said 0.09 acre tract and the herein described tract the following three (3) courses:

1. S 86°25'06" E a distance of 61.72 feet to a 1/2-inch iron rod found for corner;
2. N 00°53'46" W a distance of 69.46 feet to a 1/2-inch iron rod found for corner;
3. N 89°48'45" W a distance of 61.24 feet to a 1/2-inch iron rod found for corner in the aforementioned east line of Oasis Pass;

THENCE northerly along said east line of Oasis Pass the following nine (9) courses:

1. N 13°22'43" W a distance of 60.46 feet to a 1/2-inch iron rod found for corner;
2. N 27°37'46" W a distance of 113.33 feet to a 1/2-inch iron rod set for corner;
3. N 14°36'38" W a distance of 179.25 feet to a 1/2-inch iron rod found for corner;
4. N 05°20'14" E a distance of 40.70 feet to a 1/2-inch iron rod found for corner;
5. N 04°55'40" E a distance of 188.69 feet to a 1/2-inch iron rod set for corner;
6. N 01°11'27" E a distance of 80.34 feet to a 1/2-inch iron rod found for corner;
7. N 04°49'54" W a distance of 28.74 feet to a 1/2-inch iron rod found for corner;
8. N 05°12'56" W a distance of 57.58 feet to a 1/2-inch iron rod found for corner;
9. N 23°59'28" W a distance of 311.61 feet to a 1/2-inch iron rod found for corner in the south line of Bullick Bluff (private street);

THENCE easterly along said east line of Bullick Bluff the following two (2) courses:

1. N 61°30'40" E a distance of 143.97 feet to a 1/2-inch iron rod found for corner;
2. N 27°53'07" E a distance of 50.96 feet to a 1/2-inch iron rod found for corner in the north line of the aforementioned Comanche Pass Section 2 unrecorded subdivision;

THENCE S 82°27'40" W along said north line a distance of 584.00 feet to a 1/2-inch iron rod found for the southeast corner of the aforementioned 12.006 acre tract, said iron rod also being in the north line of the aforementioned Comanche Trail (60' ROW);

THENCE westerly along said north line of Comanche Trail the following five (5) courses:

1. N 03°12'10" E a distance of 105.02 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
2. a distance of 189.58 feet along the arc of said curve to the left having a central angle of 58°12'27", a radius of 186.61 feet and a chord which bears N 29°18'47" W a distance of 181.53 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
3. N 57°23'32" W a distance of 193.67 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
4. a distance of 197.42 feet along the arc of said curve to the left having a central angle of 39°00'39", a radius of 289.95 feet and a chord which bears N 76°46'37" W a distance of 193.63 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
5. S 83°24'32" W a distance of 102.74 feet to the POINT OF BEGINNING of the herein described Tract No. 1 and containing 106.14 acres of land, more or less.

**TRACT NO. 2**

BEGINNING at a 1/2-inch iron rod found for the northwest corner of that certain 42.00 acre tract conveyed to John

Joseph and John M. Joseph by deed recorded in Volume 11175, Page 150 of the Real Property Records of Travis County, Texas, same being the northeast corner of that certain called 393.0463 acre tract conveyed to the Comanche Canyon Conservation Fund by deed recorded in Volume 11960, Page 1072 of the Real Property Records of Travis County, Texas;

THENCE N 62°23'00" W along the common line between said 393.0463 acre tract and the herein described tract a distance of 3,114.32 feet to a 1/2-inch iron rod found for the most southerly corner of Lot 1 Treasury Hill, a subdivision of record in Document No. 200100263 of the Official Public Records of Travis County, Texas, said iron rod also being in the east line of that certain 35.00 foot right-of-way dedication of Comanche Trail by said subdivision plat;

THENCE along said right-of-way dedication of Comanche Trail the following seven (7) courses:

1. N 12°46'32" E a distance of 45.24 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
2. a distance of 255.02 feet along the arc of said curve to the left having a central angle of 74°55'57", a radius of 195.00 feet and a chord which bears N 24°41'26" W a distance of 237.23 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
3. N 62°09'25" W a distance of 251.37 feet to a 1/2-inch iron rod found for corner;
4. S 27°46'12" W a distance of 35.00 feet to a 1/2-inch iron rod found for corner;
5. S 62°09'25" E a distance of 251.33 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
6. a distance of 209.25 feet along the arc of said curve to the right having a central angle of 74°55'57", a radius of 160.00 feet and a chord which bears S 24°41'26" E a distance of 194.65 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
7. S 12°46'32" W a distance of 35.92 feet to a 1/2-inch iron rod found for corner in the aforementioned north line of a called 393.0463 acre tract;

THENCE N 62°19'28" W along the common line between said 393.0463 acre tract and the herein described tract a distance of 2,242.72 feet to a point in the record location of the original bank of the Colorado River as now inundated by the waters of Lake Travis, same being the southwest corner of the aforementioned 16.00 acre tract;

THENCE N 12°55'26" W along said original bank of the Colorado River a distance of 209.15 feet to a point for the northwest corner of said 16.00 acre tract, same being the southwest corner of that certain 4.28 acre tract conveyed to the City of Austin by deed recorded in Volume 9678, Page 521 of the Real Property Records of Travis County, Texas;

THENCE easterly along the common line between said 4.28 acre tract and 16.00 acre tract the following four (4) courses:

1. S 89°52'51" E a distance of 291.04 feet to a record point as inundated by the waters of Lake Travis;
2. N 09°42'43" W a distance of 31.61 feet to a record point as inundated by the waters of Lake Travis;
3. N 14°34'59" E a distance of 32.00 feet to a record point as inundated by the waters of Lake Travis;
4. N 64°47'32" E a distance of 33.13 feet to a record point as inundated by the waters of Lake Travis for the southwest corner of Lot 3, Oasis Bluff, a subdivision of record in Volume 93, Page 13 of the Plat Records of Travis County, Texas;

THENCE S 62°22'23" E along the common line between said Lot 3 and 16.00 acre tract, at a distance of 947.80 feet passing a 1/2-inch iron rod found for the southeast corner of said Lot 3, continuing for a total distance of 1,001.43 feet to a point for corner in the approximate centerline of asphalt of Comanche Trail as shown on subdivision plat of said Oasis Bluff;

THENCE along said approximate centerline of asphalt of Comanche Trail the following seven (7) courses:

1. a distance of 85.96 feet along the arc of a curve to the left having a central angle of 38°31'12", a radius of 127.85 feet and a chord which bears N 38°17'30" W a distance of 84.34 feet to the point of tangency of said curve;
2. N 57°33'04" W a distance of 125.01 feet to the point of curvature of a curve to the right;

3. a distance of 157.55 feet along the arc of a curve to the right having a central angle of  $65^{\circ}17'40''$ , a radius of 138.28 feet and a chord which bears  $N 24^{\circ}54'39'' W$  a distance of 149.16 feet to the point of compound curvature between said curve and another curve to the right;
4. a distance of 68.92 feet along the arc of said curve to the right having a central angle of  $07^{\circ}39'46''$ , a radius of 515.31 feet and a chord which bears  $N 11^{\circ}33'40'' E$  a distance of 68.87 feet to the point of tangency of said curve;
5.  $N 15^{\circ}23'33'' E$  a distance of 154.58 feet to the point of curvature of a curve to the left;
6. a distance of 180.15 feet along the arc of a curve to the left having a central angle of  $42^{\circ}44'39''$ , a radius of 241.48 feet and a chord which bears  $N 05^{\circ}58'46'' W$  a distance of 176.00 feet to a point for corner;

THENCE  $N 30^{\circ}18'52'' W$  a distance of 79.08 feet to a 1/2-inch iron rod found in the south line of Oasis Bluff Drive (80' ROW) for the beginning of a curve to the left;

THENCE  $N 56^{\circ}43'22'' E$  along said south line of Oasis Bluff Drive a distance of 23.05 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

THENCE continuing along said south line a distance of 214.38 feet along the arc of a curve to the left having a central angle of  $22^{\circ}44'46''$ , a radius of 540.00 feet and a chord which bears  $N 42^{\circ}28'50'' E$  a distance of 212.97 feet to a 1/2-inch iron rod found for the westerly corner of that certain 0.998 acre tract conveyed to the City of Austin by deed recorded in Volume 9678, Page 505 of the Deed Records of Travis County, Texas;

THENCE along the common line between said City of Austin tract and the herein described tract the following four (4) courses:

1.  $S 71^{\circ}45'28'' E$  a distance of 309.61 feet to a 1/2-inch iron rod set for corner;
2.  $N 18^{\circ}17'23'' E$  a distance of 144.92 feet to a 1/2-inch iron rod set for corner;
3.  $N 25^{\circ}14'21'' W$  a distance of 302.61 feet to a 1/2-inch iron rod found for corner;

4. N 74°42'27" W a distance of 99.97 feet to a 1/2-inch iron rod found for corner in the aforementioned south line of Oasis Bluff Drive;

THENCE along said south line of Oasis Bluff Drive the following eight (8) courses:

1. a distance of 439.32 feet along the arc of a curve to the right having a central angle of 54°43'12", a radius of 460.00 feet and a chord which bears N 42°33'33" E a distance of 422.81 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
2. N 69°55'39" E a distance of 991.16 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
3. a distance of 317.95 feet along the arc of a curve to the left having a central angle of 33°44'07", a radius of 540.00 feet and a chord which bears N 53°02'57" E a distance of 313.37 feet to a 1/2-inch iron rod set for the point of tangency of said curve;
4. N 36°11'17" E a distance of 125.74 feet to a 1/2-inch iron rod set for the point of curvature of a curve to the right;
5. a distance of 315.07 feet along the arc of a curve to the right having a central angle of 39°14'38", a radius of 460.00 feet and a chord which bears N 55°48'38" E a distance of 308.95 feet to a 1/2-inch iron rod set for the point of tangency of said curve;
6. N 75°27'46" E a distance of 158.38 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
7. a distance of 295.38 feet along the arc of a curve to the left having a central angle of 31°20'25", a radius of 540.00 feet and a chord which bears N 59°44'18" E a distance of 291.71 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
8. N 44°05'05" E a distance of 56.09 feet to a 1/2-inch iron rod found in the southwest line of Bullick Hollow Drive (ROW Varies):

THENCE along said southwest line of Bullick Hollow Drive the following eighteen (18) courses:

1. a distance of 223.57 feet along the arc of a curve to the left having a central angle of  $14^{\circ}21'49''$ , a radius of 891.80 feet and a chord which bears  $S 59^{\circ}41'14'' E$  a distance of 222.98 feet to a 1/2-inch iron rod set for the point of reverse curvature between said curve to the left and a curve to the right;
2. a distance of 575.42 feet along the arc of a curve to the right having a central angle of  $30^{\circ}04'27''$ , a radius of 1,096.26 feet and a chord which bears  $S 51^{\circ}58'50'' E$  a distance of 568.84 feet to a 1/2-inch iron pipe found for the point of compound curvature between said curve and another curve to the right;
3. a distance of 72.92 feet along the arc of a curve to the right having a central angle of  $06^{\circ}03'42''$ , a radius of 689.29 feet and a chord which bears  $S 33^{\circ}12'00'' E$  a distance of 72.89 feet to a 1/2-inch iron rod found for the point of compound curvature between said curve and another curve to the right;
4. a distance of 354.61 feet along the arc of a curve to the right having a central angle of  $13^{\circ}40'55''$ , a radius of 1,485.01 feet and a chord which bears  $S 23^{\circ}05'00'' E$  a distance of 353.77 feet to a 1/2-inch iron pipe found for the end of said curve;
5.  $S 16^{\circ}17'07'' E$  a distance of 171.24 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
6. a distance of 341.61 feet along the arc of said curve to the left having a central angle of  $15^{\circ}14'02''$ , a radius of 1,284.83 feet and a chord which bears  $S 23^{\circ}59'10'' E$  a distance of 340.61 feet to a 1/2-inch iron rod found for the end of said curve;
7.  $S 42^{\circ}12'37'' E$  a distance of 105.49 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;
8. a distance of 209.03 feet along the arc of a curve to the left having a central angle of  $12^{\circ}01'57''$ , a radius of 995.37 feet and a chord which bears  $S 45^{\circ}56'41'' E$  a distance of 208.65 feet to a 1/2-inch iron pipe found for the end of said curve;

9. S 51°09'41" E a distance of 238.99 feet to a 1/2-inch iron rod found for corner;
10. S 60°38'30" E a distance of 255.66 feet to a 1/2-inch iron rod found for corner;
11. S 71°53'42" E a distance of 93.11 feet to a 1/2-inch iron rod found for corner;
12. S 65°00'13" E a distance of 394.55 feet to a 1/2-inch iron rod found for corner;
13. S 51°43'37" E a distance of 124.10 feet to a 1/2-inch iron rod found for corner;
14. S 58°00'50" E a distance of 183.54 feet to a 1/2-inch iron rod found for corner;
15. S 45°19'14" E a distance of 117.74 feet to a 1/2-inch iron rod found for corner;
16. S 60°04'16" E a distance of 200.04 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;
17. a distance of 286.21 feet along the arc of a curve to the left having a central angle of 31°12'37", a radius of 525.42 feet and a chord which bears S 50°30'04" E a distance of 282.68 feet to a 1/2-inch iron rod found for the end of said curve;
18. S 60°13'20" E a distance of 96.30 feet to a 1/2-inch iron rod found for the northwest corner of that certain 34.69 acre tract conveyed to Eda L. Montandon & Richard Buratti, trustees for the Montandon Community Property Management Trust by deed recorded in Document No. 2000130039 of the Official Public Records of Travis County, Texas;

THENCE along the common line between said 34.69 acre tract and the herein described tract the following two (2) courses:

1. S 27°12'49" W a distance of 1,499.63 feet to a 1/2-inch iron rod found for corner;
2. S 61°47'45" E a distance of 337.28 feet to a 1/2-inch iron pipe found for the northwest corner of that certain 0.0574 acre tract conveyed to the Comanche Canyon Conservation Fund by deed recorded in Volume 11960, Page 1072 of the Real Property Records of Travis County, Texas;

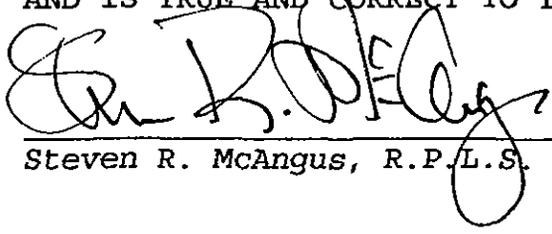
THENCE S 26°58'03" W along the common line between said 0.0574 acre tract and the herein described tract, at a distance of 50.01 feet passing a 1/2-inch iron rod found for the southwest corner of said 0.0574 acre tract, same being an exterior ell corner of the aforementioned 42.00 acre Joseph tract, continuing for a total distance of 1,260.37 feet to a 1/2-inch iron rod found for corner;

THENCE N 62°23'09" W continuing along the common line between said 42.00 acre tract and the herein described tract a distance of 693.50 feet to the POINT OF BEGINNING of the herein described Tract No. 2 and containing 364.46 acres of land, more or less.

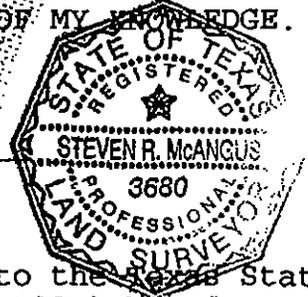
And containing within the two (2) tracts of land described herein a total of 470.60 acres, more or less.

SAVE AND EXCEPT that certain 3.623 acres of land described in Attachment 1 hereto, said 3.623 acres of land being located in the limited purpose annexation area of the City of Austin and said 3.623 acres of land being zoned Planned Unit Development (PUD) District by City of Austin Ordinance No. \_\_\_\_\_ which ordinance provides that said 3.623 acres of land is subject to the terms, conditions, regulations and development standards of the Comanche Canyon Ranch Extraterritorial Jurisdiction Planned Unit Development Agreement approved by the City of Austin pursuant to Ordinance No. \_\_\_\_\_.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Steven R. McAngus, R.P.L.S. No. 3680



(The bearings herein are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 1927) based upon City Austin Electric Utility Department Monument No. EUD-108.

METES AND BOUNDS DESCRIPTION

BEING 3.623 ACRES OF LAND LOCATED IN THE D.J. RIORDAN SURVEY NO. 76, ABSTRACT 2618, IN TRAVIS COUNTY, TEXAS; SAID 3.623 ACRES BEING ALL OF LOTS 16-25, A PARK AREA, OASIS VIEW AND A PORTION OF BULLICK BLUFF AS SHOWN ON COMANCHE PASS SECTION TWO, AN UNRECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED WITH OTHER PROPERTIES TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.623 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found at the intersection of the east line of Oasis Pass, a private street and the south line of Bullick Bluff, a private street shown on said unrecorded subdivision plat of Comanche Pass Section Two, same being the northwest corner of an area shown as park on said unrecorded subdivision;

THENCE easterly along said south line of Bullick Bluff the following two (2) courses:

1. N 64°04'37" E a distance of 144.00 feet to a 1/2-inch iron rod found for corner;
2. N 30°27'03" E a distance of 50.96 feet to a 1/2-inch iron rod found for the northwest corner of the aforementioned Lot 16, Comanche Pass Section Two;

THENCE N 85°01'36" E along the north line of said Lot 16 and Lot 21, in said Comanche Pass Section Two a distance of 275.58 feet to a 1/2-inch iron rod found for the northeast corner of said Lot 21 set for corner;

THENCE southerly along the east line of said Comanche Pass Section Two the following five (5) courses:

1. S 05°09'26" W a distance of 331.16 feet to a 1/2-inch iron rod found for corner;
2. S 74°30'51" W a distance of 134.70 feet to a 1/2-inch iron rod found for corner;
3. S 24°05'35" W a distance of 125.72 feet to a 1/2-inch iron rod found for corner;

October 9, 2003

Job No. 97-108

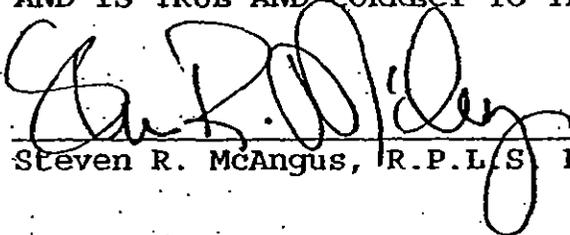
Page 2 of 2

4. S 08°20'45" W a distance of 173.18 feet to a 1/2-inch iron rod found for corner;
5. S 40°52'24" W a distance of 162.05 feet to a 1/2-inch iron rod found for the most southerly corner of the aforementioned Lot 25, in said Comanche Pass Section Two, same being in the east line of the aforementioned Oasis Pass;

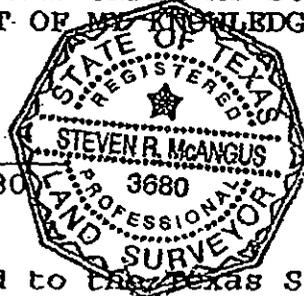
THENCE northerly along said east line of Oasis Pass the following five (5) courses:

1. N 07°28'28" E a distance of 188.79 feet to a 1/2-inch iron rod found for corner;
2. N 03°45'24" E a distance of 80.34 feet to a 1/2-inch iron rod found for corner;
3. N 02°15'57" W a distance of 28.74 feet to a 1/2-inch iron rod found for corner;
4. N 02°39'00" W a distance of 57.58 feet to a 1/2-inch iron rod found for corner;
5. N 21°25'31" W a distance of 311.60 feet to the POINT OF BEGINNING of the herein described tract and containing 3.623 acres of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE:



Steven R. McAngus, R.P.L.S. No. 3680



(The bearings herein are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 1927) based upon City Austin Electric Utility Department Monument No. EUD-108.

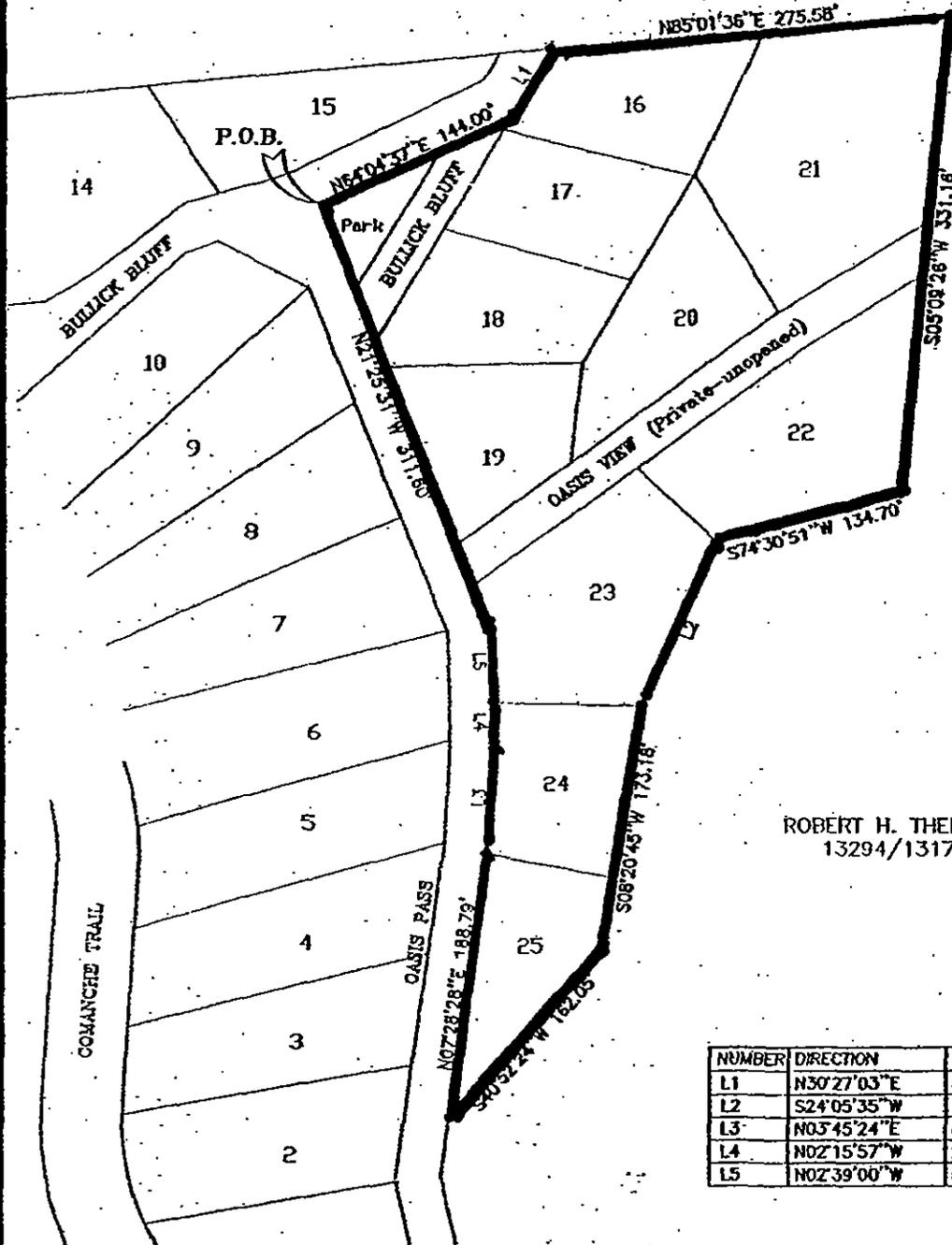
**LEGEND**

SCALE: 1" = 100'

- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET WITH CAP
- STAMPED "MCANGUS SURVEY"
- NAIL FOUND
- ( ) RECORD CALL



ROBERT H. THERIOT  
13294/1317

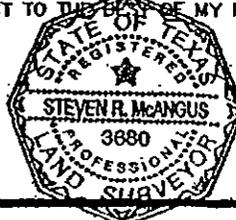


ROBERT H. THERIOT  
13294/1317

NUMBER	DIRECTION	DISTANCE
L1	N30°27'03"E	50.96'
L2	S24°05'35"W	125.72'
L3	N03°45'24"E	80.34'
L4	N02°15'57"W	28.74'
L5	N02°39'00"W	57.58'

I HEREBY CERTIFY THAT THIS MAP OR PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

*Steven R. McAngus* 10/9/02  
STEVEN R. McANGUS, R.P.L.S. No. 3680 DATE



**McAngus Surveying  
Company, Inc.**

1101 HWY. 380 SOUTH, H-100  
AUSTIN, TEXAS 78746  
(512) 328-9302

SKETCH TO ACCOMPANY EXHIBIT 'A'

LEGAL DESCRIPTION 3.623 ACRES OF LAND AND BEING ALL OF  
LOTS 16-25, A PARK AREA, OASIS VIEW AND A PORTION OF  
BULLICK BLUFF AS SHOWN ON COMANCHE PASS SECTION TWO  
AN UNRECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS.

JOB NO. 97-108 FIELD BOOK

Description of 1.00 acre  
Tract No. 5

May 7, 1996  
Job No. 0604

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE D. & W. RAIL ROAD COMPANY SURVEY NO. 76 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 528.85 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT H. THERIOT RECORDED IN VOLUME 7185, PAGE 2295 OF THE DEED RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one half inch diameter iron rod found on the west line of said D. & W. Rail Road Company Survey No. 76, being the east line of that certain D. & W. Rail Road Company Survey No. 75, being the west line of said 528.85 acre tract, at the most northerly corner of that certain 12.00 acre tract of land described in a Warranty Deed with Vendor's Lien to Robert H. Theriot recorded in Volume 8423, Page 695 of said Deed Records for the most westerly corner and PLACE OF BEGINNING hereof

THENCE with said west line, North 27 degrees 40 minutes 40 seconds East, a distance of 86.72 feet to a one half inch diameter iron rod found at the most westerly corner of that certain 1.0 acre tract of land described in a Cash Warranty Deed to Karnig Kantartian recorded in Volume 9147, Page 361 of said Deed Records for the most northerly corner hereof

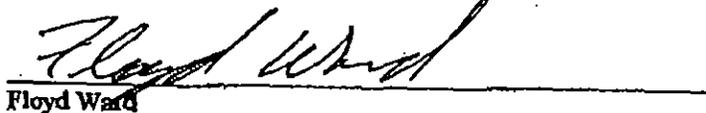
THENCE with the south line of said Kantartian tract, South 63 degrees 14 minutes 03 seconds East, a distance of 502.19 feet to a one half inch diameter iron rod set on a west line of that certain 488.207 acre tract of land described in a Warranty Deed to Robert H. Theriot recorded in Volume 8359, Page 824 of said Deed Records, at the most southerly corner of said Kantartian tract for the most easterly corner hereof

THENCE with a west line of said 488.207 acre tract, South 27 degrees 36 minutes 14 seconds West, a distance of 86.91 feet to a one half inch diameter iron rod found at the northeast corner of said 12.0 acre tract, for the most southerly corner hereof

THENCE with the north line of said 12.0 tract, North 63 degrees 12 minutes 44 seconds West, a distance of 502.30 feet to the PLACE OF BEGINNING and containing 1.00 acre of land, more or less, subject to easements, conditions or restrictions of record, if any.

*BEARING OF LINES referred to in this description refer to the location of a City of Austin Electric Utility Department GPS Monument found (EUD 108) and an L.C.R.A. GPS Monument found (Station A-045) NAD 1983.*

I, the undersigned, a Registered Professional Land Surveyor, do hereby state that the above description accompanied by a survey plat represents a survey made on the ground during April and May of 1996 and said description is a true and correct representation of said survey and this survey is a retracement of a survey designated as Tract 5 made on December 2, 1981 by Clinton P. Rippey, Registered Professional Land Surveyor No. 1453.

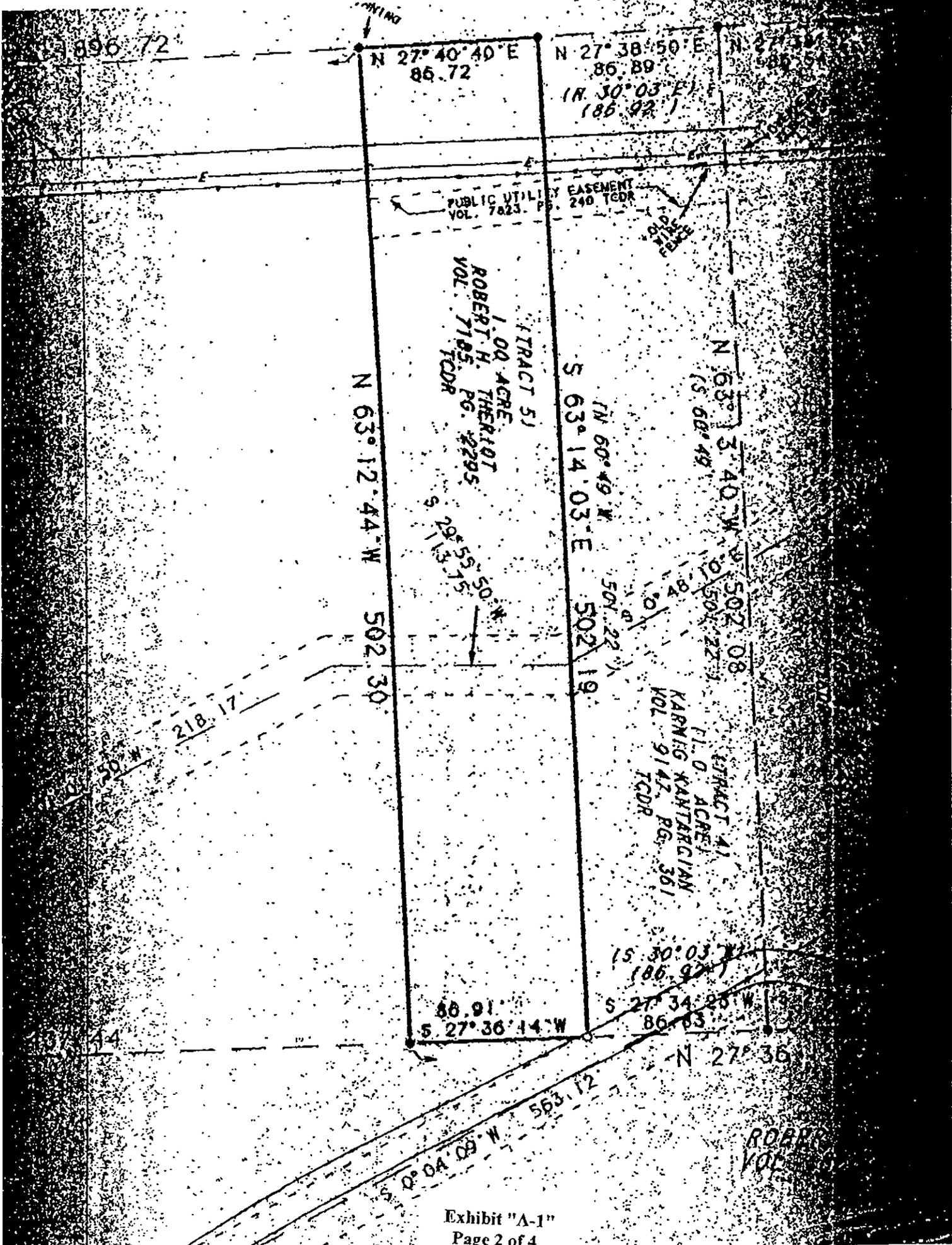


Floyd Ward  
Registered Professional Land Surveyor  
No. 3991 - State of Texas

ACCUTEX SURVEY SYSTEMS, INC.  
P. O. Box 14672  
Austin, Texas 78761

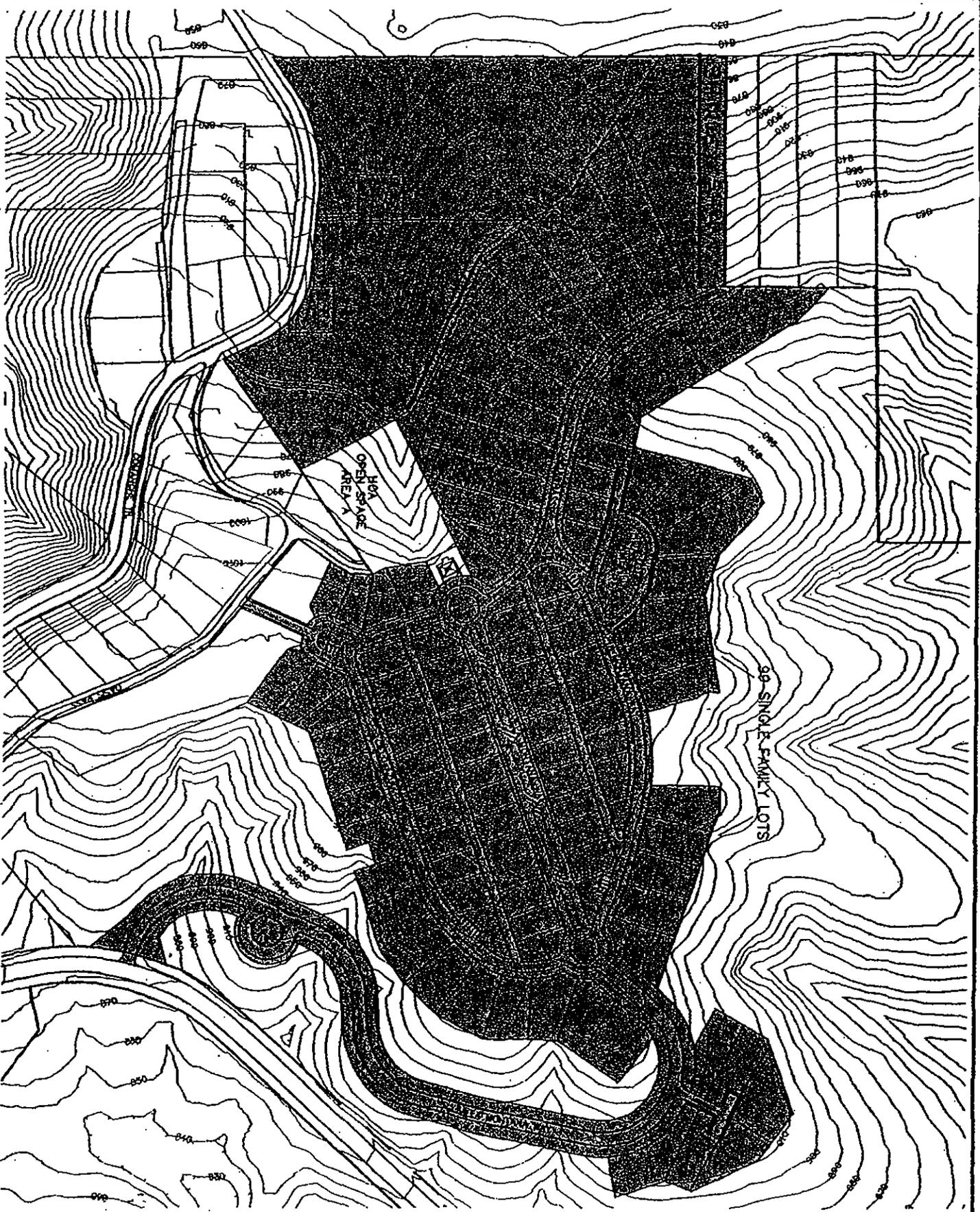
Telephone: (512) 453-6699

L-0427.doc



AREA 1

48.64 ACRES



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COMANCHE CANYON RANCH

Exhibit "A-1"

Page 3 of 4

**HOLFORD GROUP**

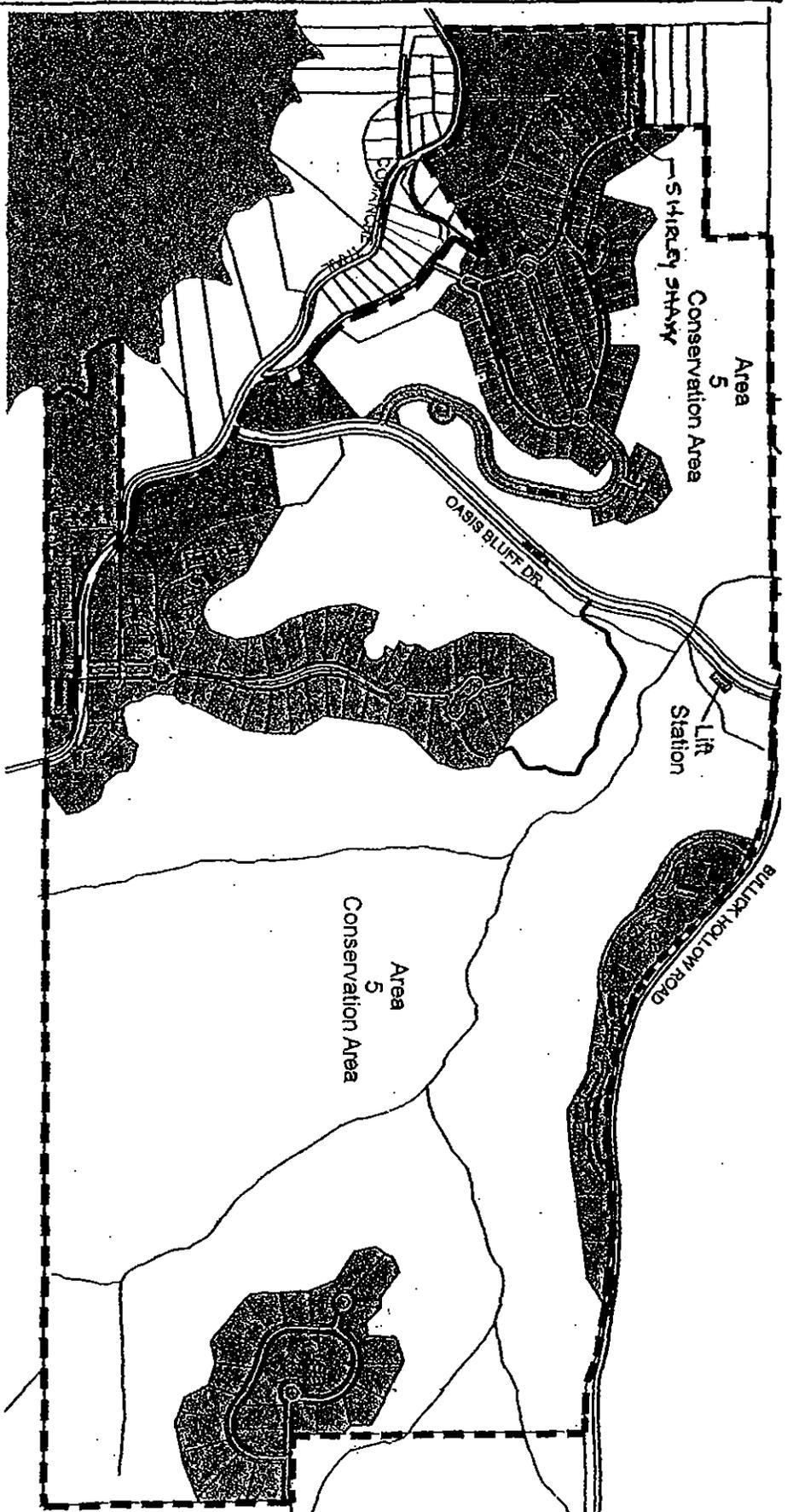
DEVELOPMENT CONSULTANTS

4525 Riverwood Springs Rd. Suite 100  
Austin, Texas 78729

WINKLEY ENGINEERING, INC.

ONE ENGINEERING & CONSULTING SERVICES

7000 Hwy 281 South - Building 11 Suite 100  
Austin, Texas 78728 (512) 252-2000



**COMANCHE CANYON RANCH**

Exhibit "A-1"  
Page 4 of 4

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4820 International Express Rd. Suite 200  
Austin, Texas 78727 512 / 292-8888

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
1701 Hwy 281 South - Bullock & Dale  
Austin, Texas 78748 512 / 292-2242



DATE: 10/10/07  
DRAWN BY: JLS  
CHECKED BY: JLS  
APPROVED BY: JLS  
SCALE: AS SHOWN  
PROJECT: COMANCHE CANYON RANCH

## METES AND BOUNDS DESCRIPTION

BEING 30 000 ACRES OF LAND LOCATED IN THE S. BULLOCK SURVEY NO. 76, ABSTRACT 2601 AND THE S. BULLOCK SURVEY NO. 76, ABSTRACT 2624, IN TRAVIS COUNTY, TEXAS, SAID 30 000 ACRES BEING A PORTION OF THOSE CERTAIN TRACTS CONTAINING 460 61 ACRES CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 30.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a 1/2-inch iron rod found for the northwest corner of that certain 34 690 acre tract conveyed to Eda Montandon & Richard Buratti as co-trustees of the Montandon Community Property Management Trust by deed recorded in Document No. 2000130093 of the Official Public Records of Travis County, Texas, same being the northeast corner of said 460.61 acres, said iron rod also being in the south line of Bullick Hollow Road (ROW Varies);

THENCE S 29°46'46" W along the common line between said 34.690 acre tract and 460 61 acre tract a distance of 761.33 feet to a 1/2-inch iron rod with cap stamped "McAngus Surveying" set for the southeast corner of the herein described 30 000 acre tract,

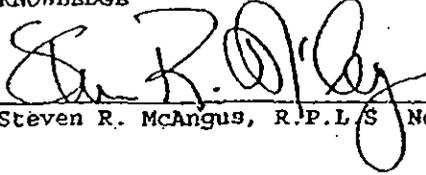
THENCE leaving said common line and crossing said 460 61 acre tract the following four (4) courses:

- 1 N 65°29'10" W a distance of 1,660.03 feet to a 1/2-inch iron rod with cap stamped "McAngus Surveying" set for corner,
- 2 N 24°30'50" E a distance of 747 07 feet to a 1/2-inch iron rod with cap stamped "McAngus Surveying" set for corner,
3. S 64°29'53" E a distance of 1,011 45 feet to a 1/2-inch iron rod with cap stamped "McAngus Surveying" set for corner;
4. N 69°41'17" E a distance of 219.34 feet to a 1/2-inch iron rod found in the aforementioned south line of Bullick Hollow Road;

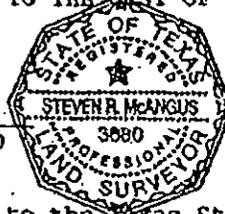
THENCE along said south line of Bullick Hollow Road the following three (3) courses:

1. S 57°30'20" E a distance of 200.04 feet to a 1/2-inch iron rod found for the beginning of a non-tangent curve to the left;
2. a distance of 286 21 feet along the arc of a curve to the left having a central angle of 31°12'37", a radius of 525 42 feet and a chord which bears S 47°56'07" E a distance of 282.68 feet to a 1/2-inch iron rod found for the end of said curve,
3. S 57°39'23" E a distance of 96.30 feet to the POINT OF BEGINNING of the herein described tract and containing 30 000 acres of land, more or less

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED IN THE FIELD UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE



Steven R. McAngus, R.P.L.S No. 3680



(The bearings herein are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 1927) based upon City of Austin Electric Utility Department Monument No EUD-108).

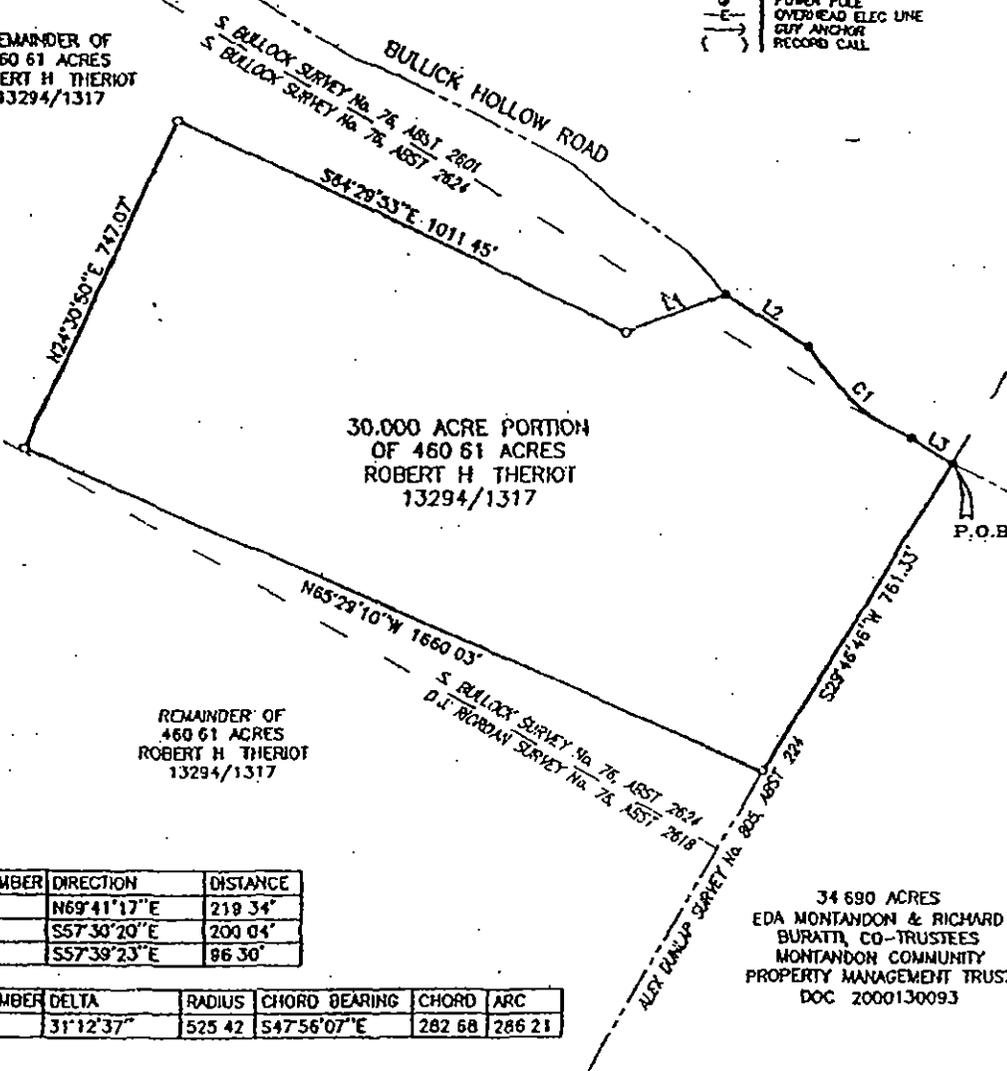
SCALE 1" = 300'



LEGEND

CM	CONTROL MONUMENT
○	IRON ROD FOUND
○	1/2" IRON ROD w/ PLASTIC CAP
○	STAMPED McANGUS SURVEY SET
—	PIPE FOUND
—	NAIL FOUND
—	WOOD FENCE
—	WIRE FENCE
—	CHAIN LINK FENCE
P.U.E.	PUBLIC UTILITY ESUIT
D.E.	DRAINAGE ESUIT
B.L.	BUILDING LINE
○	POWER POLE
—	OVERHEAD ELEC LINE
—	DEY ANCHOR
( )	RECORD CALL

REMAINDER OF  
460.61 ACRES  
ROBERT H THERIOT  
13294/1317



30,000 ACRE PORTION  
OF 460.61 ACRES  
ROBERT H THERIOT  
13294/1317

REMAINDER OF  
460.61 ACRES  
ROBERT H THERIOT  
13294/1317

34,680 ACRES  
EDA MONTANDON & RICHARD  
BURATTI, CO-TRUSTEES  
MONTANDON COMMUNITY  
PROPERTY MANAGEMENT TRUST  
DOC 2000130093

NUMBER	DIRECTION	DISTANCE
L1	N69°41'17\"E	219.34'
L2	S57°30'20\"E	200.04'
L3	S57°39'23\"E	86.30'

NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD	ARC
C1	31°12'37\"	525.42	S47°56'07\"E	282.68	286.21

I HEREBY CERTIFY THAT THIS MAP OR PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

*Steven R. McAngus*  
STEVEN R McANGUS, R.P.L.S. No 3680 DATE 12/31/01

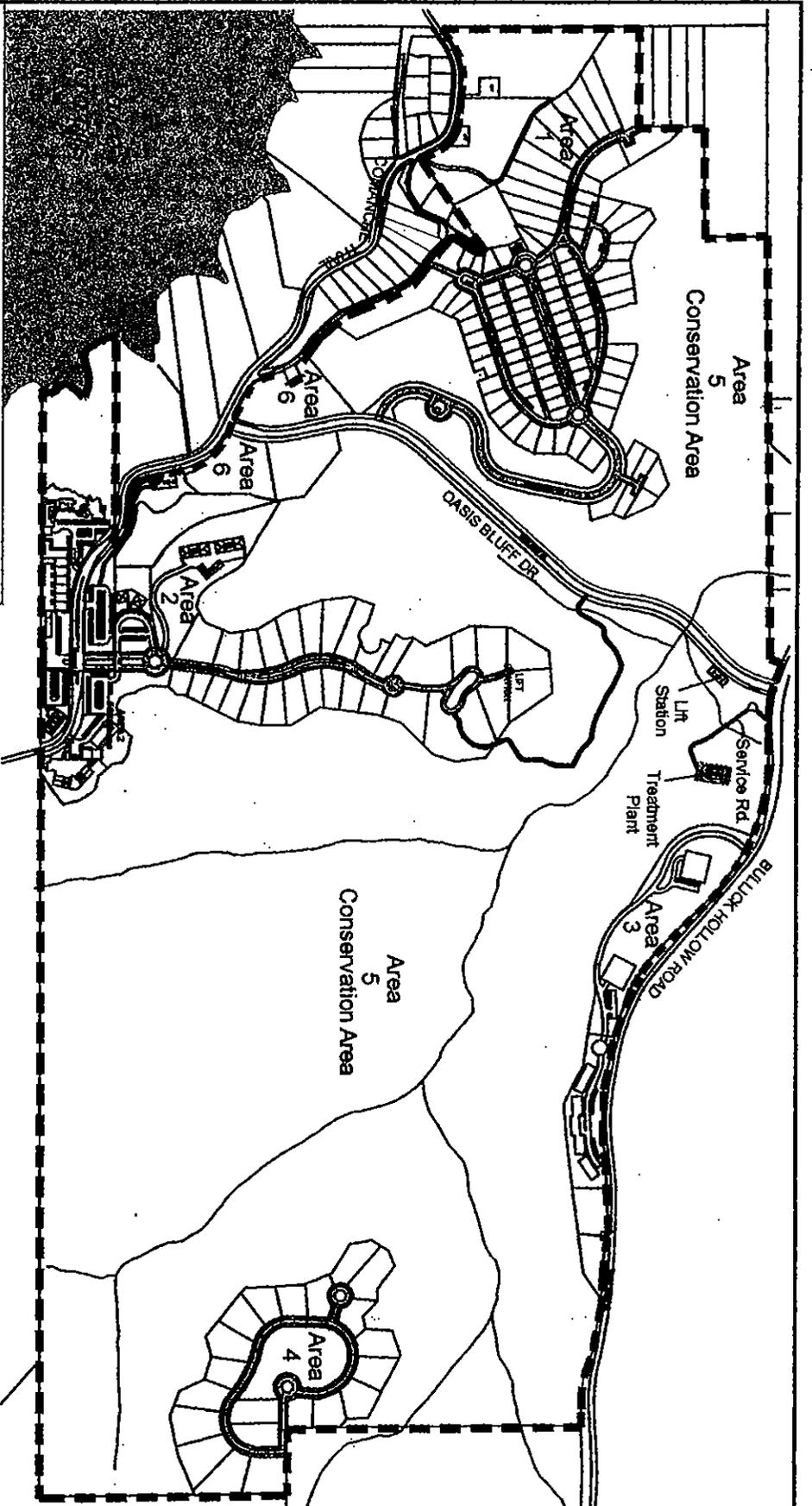


McAngus Surveying  
Company, Inc.

1101 HWY 380 SOUTH, H-100  
AUSTIN, TEXAS 78748  
(512) 328-9302

LEGAL DESCRIPTION 30,000 ACRE PORTION OF 460.61 ACRE  
TRACT (13294/1317) LOCATED IN THE S BULLOCK SURVEY NO  
76, AB 2601 AND THE S. BULLOCK SURVEY NO 76, AB 2624  
TRAVIS COUNTY, TEXAS

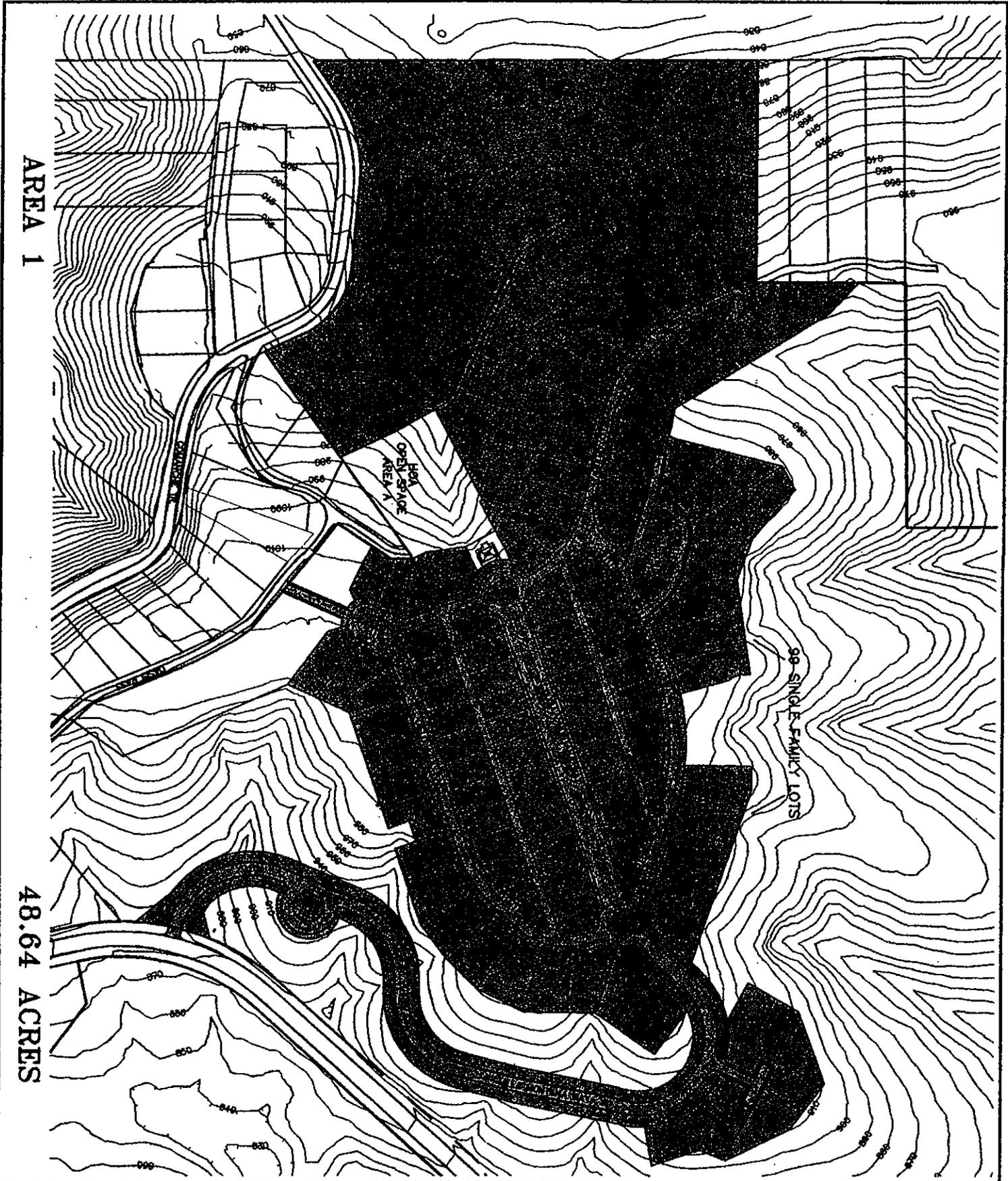
JOB NO 97-108-30 FIELD BOOK



COMANCHE CANYON RANCH  
470.8 Total Acres

AREA	LAND USE	ACREAGE
1	Residential: 99 Single Family Home Sites	48.84 ac.
2	Residential: 30 Single Family Lots 24 Condo Units Commercial/Office: 5 Bldgs- 49,000 Sq Ft Total Restaurant: 2600 seats Retail: 40,000 Sq Ft Parking Structure: 350 spaces	50.16 ac.
3	Residential: 2 Single Family Lots 40 Condo Units 24 Town Home Units	12.05 ac.
4	Residential: 21 Single Family Lots	20.35 ac.
5	Conservation Area Lift Station	327.70 ac.
6	Vineyard (5.21 ac) Water Quality Re-impigation (1.31 ac) Open Space (2.78 ac)	9.28 ac.
	Right-of-way to be dedicated	2.4 ac.

1/2" = 1' Scale  
 1/4" = 1' Scale  
 1/8" = 1' Scale  
 1/16" = 1' Scale  
 1/32" = 1' Scale  
 1/64" = 1' Scale  
 1/128" = 1' Scale  
 1/256" = 1' Scale  
 1/512" = 1' Scale  
 1/1024" = 1' Scale  
 1/2048" = 1' Scale  
 1/4096" = 1' Scale  
 1/8192" = 1' Scale  
 1/16384" = 1' Scale  
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AREA 1

48.64 ACRES

HEA  
OPEN SPACE  
AREA A

59 SINGLE-FAMILY LOTS



**COMANCHE CANYON RANCH**

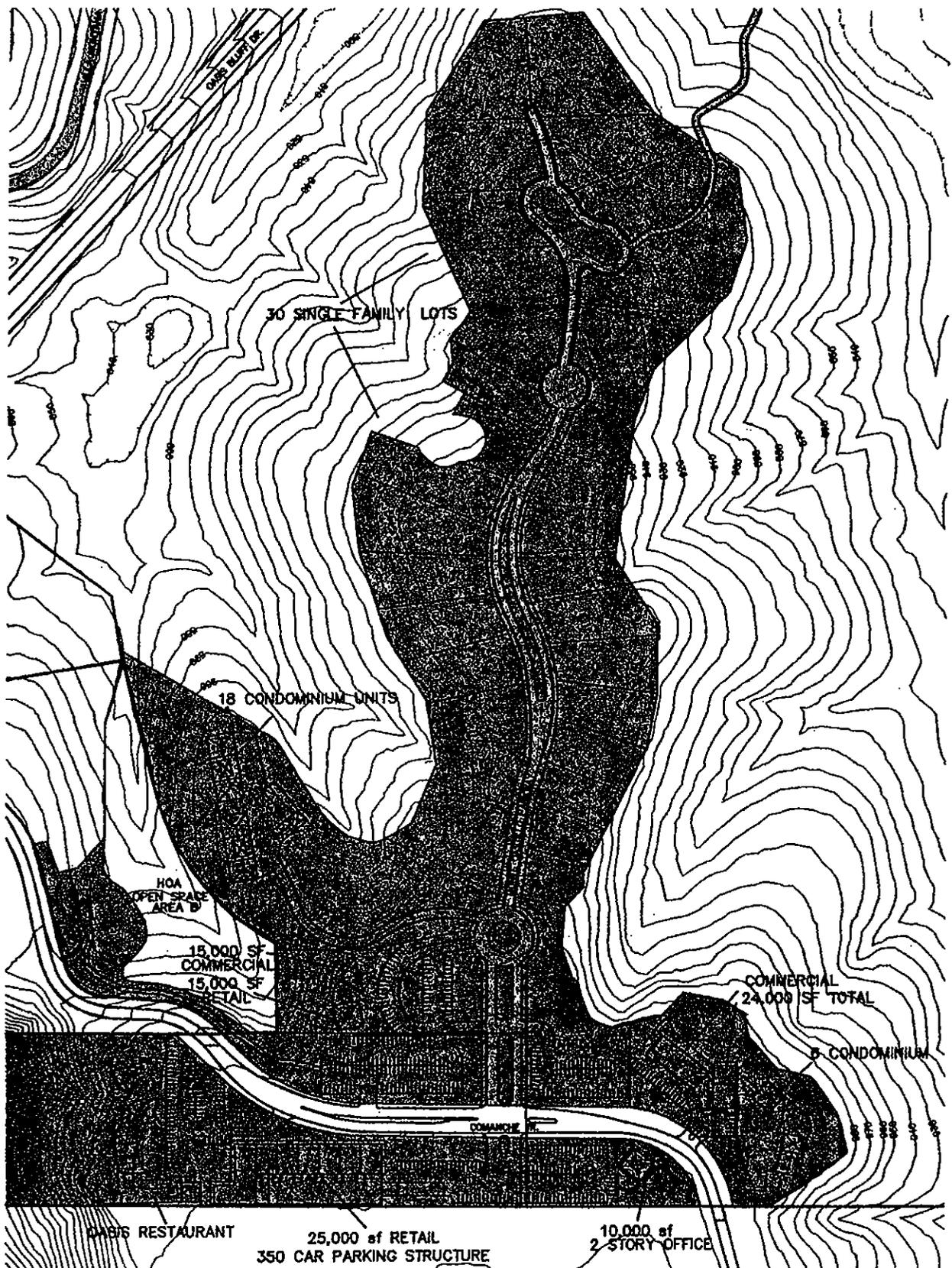
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**EXHIBIT C**

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4882 Spangood Springs Rd.  
 Austin, Texas 78797

DATE: 08  
 002 / 240-0002

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 7501 Hwy 280 South - Building 5, Suite 102  
 Austin, Texas 78746 (512) 262-2022



AREA 2

50.18 ACRES



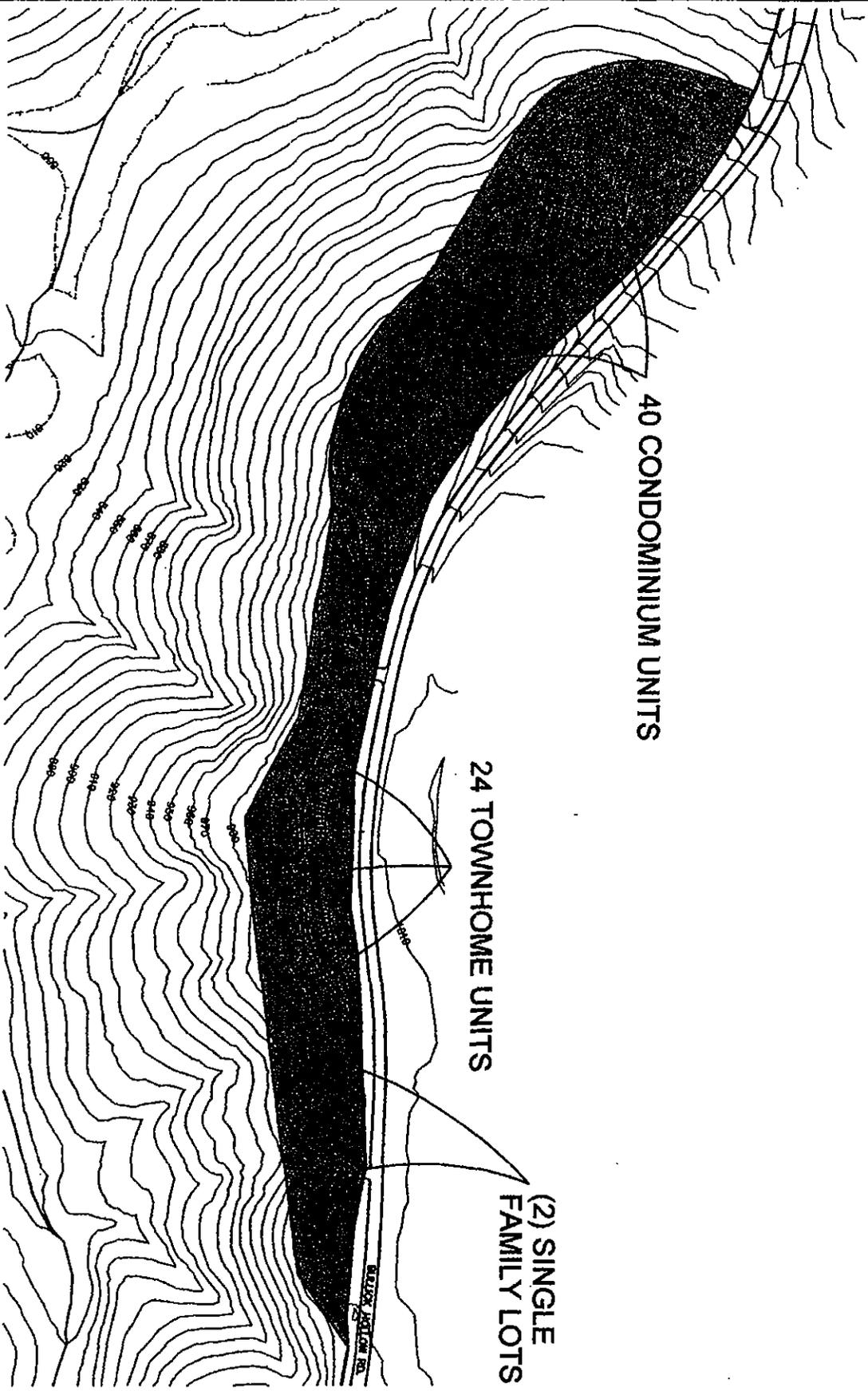
JOB NO. 100-00  
 DATE 07-20-88  
 SHEET 04  
 SCALE  
 REGION TX  
 PROJECT Winkley Ranch 2-88

COMANCHE CANYON RANCH

EXHIBIT D

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4923 S. Rockwood Springs Rd. Suite 200  
 North, Texas 75062 Tel: 714-282-8888

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 7371 Hwy. 280, Suite 200 - North, Texas 75062  
 (214) 282-8888



AREA 3

12.05 ACRES

COMANCHE CANYON RANCH  
 EXHIBIT E

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4025 Rockwood Springs Rd. Suite 200  
 Austin, Texas 78759 512 / 244-8888

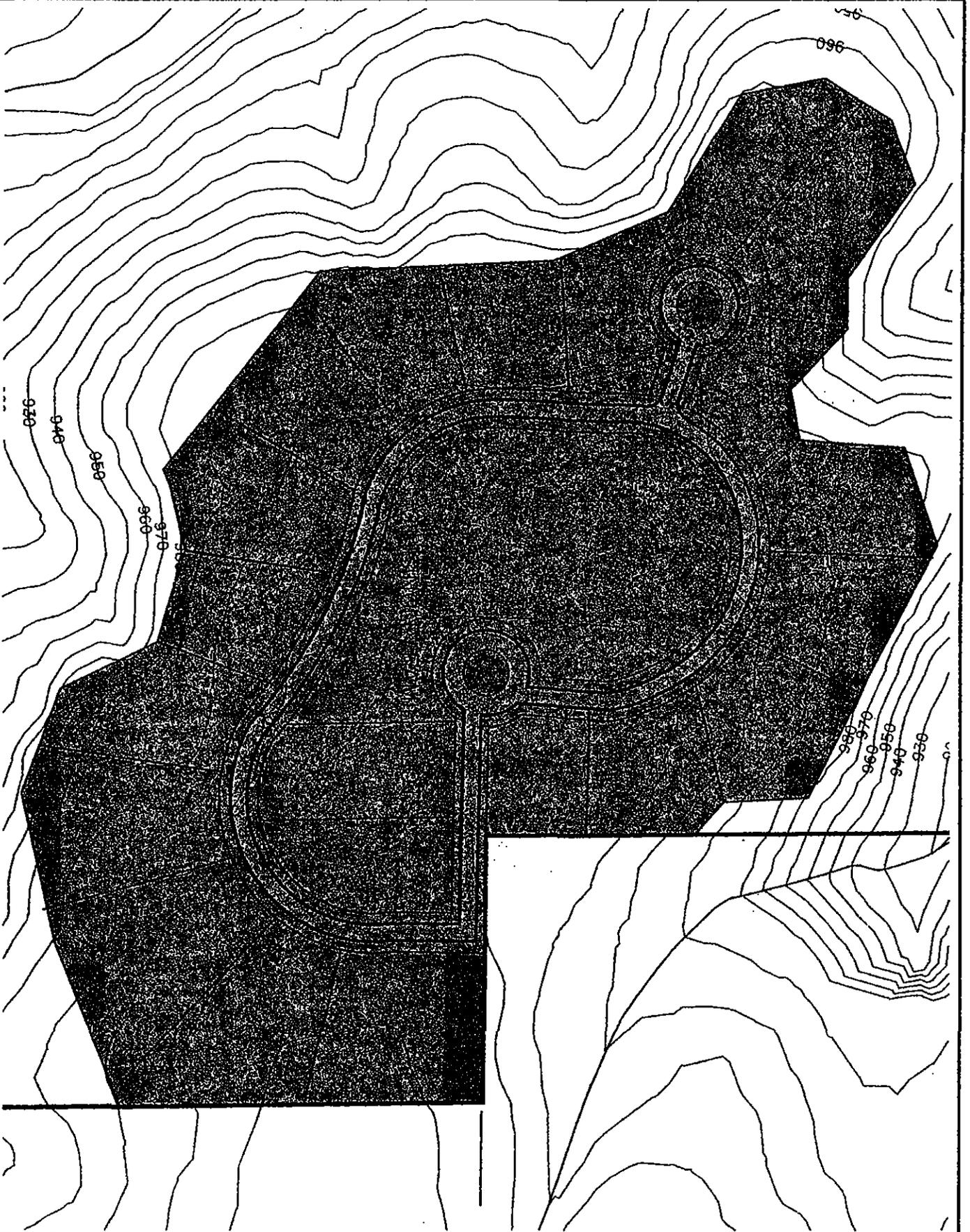
**WINKLEY ENGINEERING, INC.**  
 CIVIL, ENVIRONMENTAL & CONSULTING SERVICES  
 1701 Hwy 290 South - Suite 200  
 Austin, Texas 78758 512 / 244-8888

Scale: 1" = 100'  
 North Arrow



AREA 4

20.35 ACRES



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COMANCHE CANYON RANCH

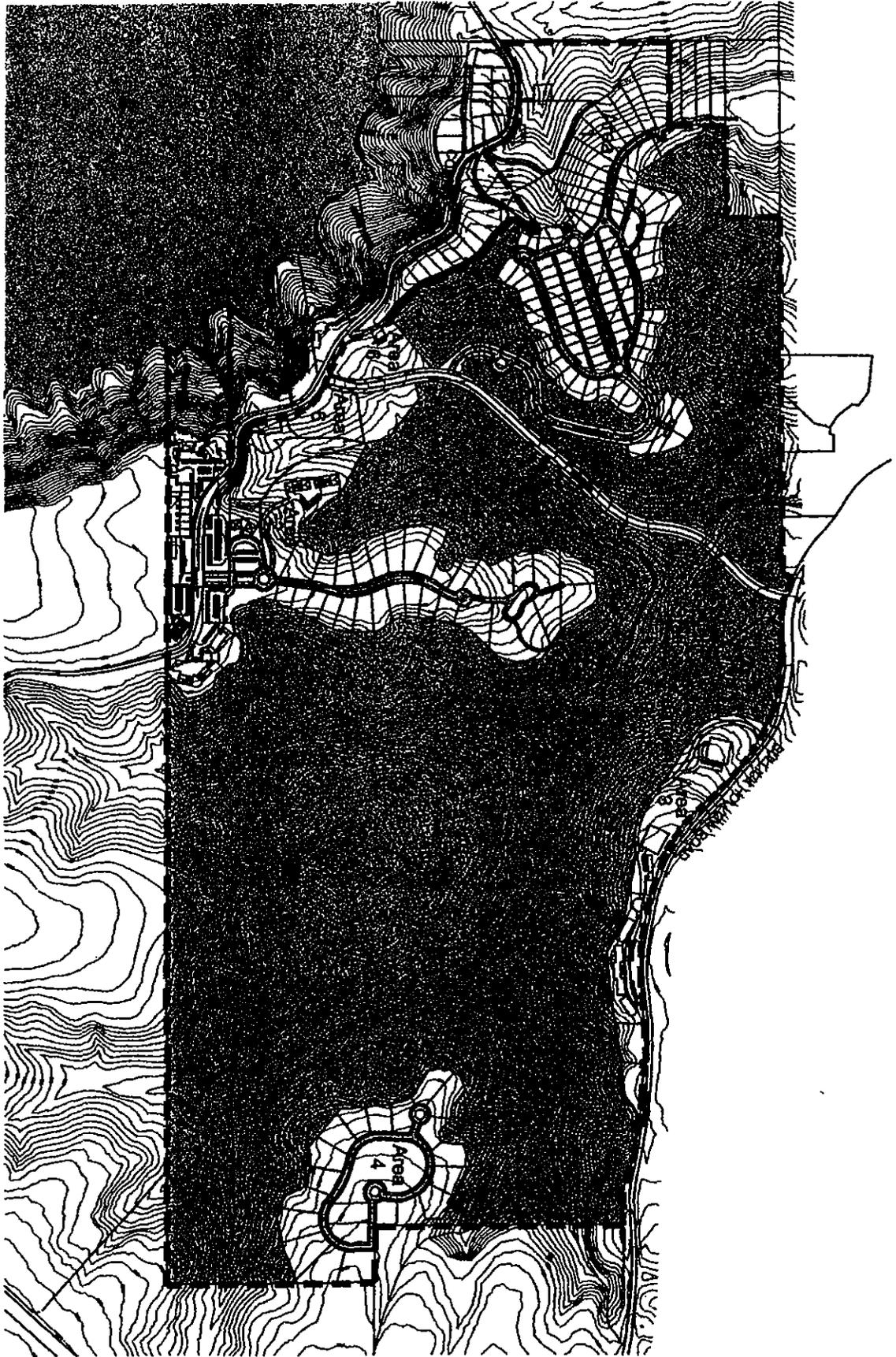
EXHIBIT F

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4825 Oldwood Springs Rd. Suite 200  
North, Texas 75702 Tel: 940-392-1111  
Fax: 940-392-1112

**WINKLEY ENGINEERING, INC.**  
ONE ENGINEERING & CONSULTING SERVICES  
1200 W. Loop West, Suite 200  
Dallas, Texas 75243 Tel: 972-382-2222  
Fax: 972-382-2223

AREA 5

327.7 ACRES



10'	20'	30'	40'	50'	60'	70'	80'	90'	100'
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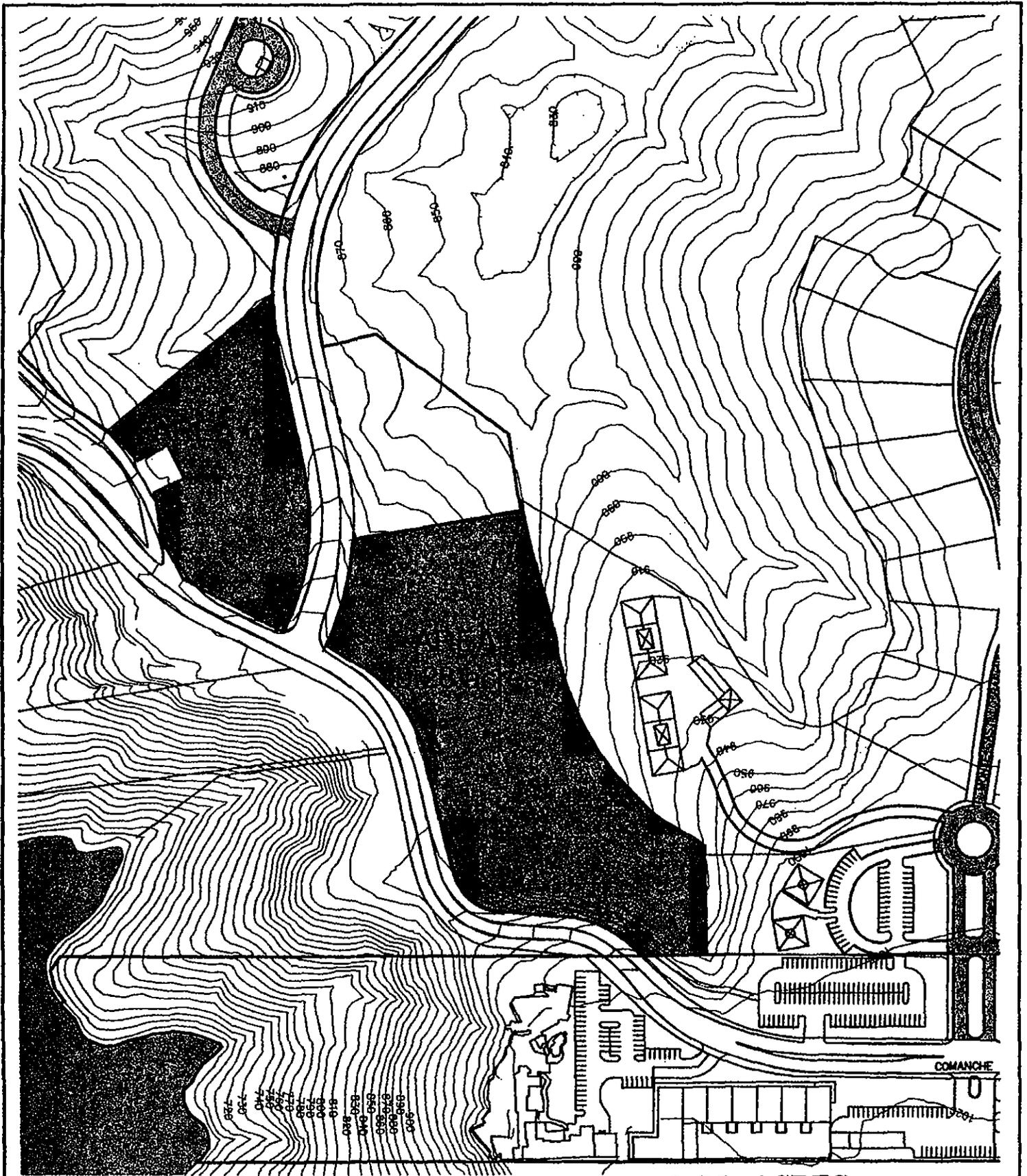


COMANCHE CANYON RANCH

EXHIBIT G

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4025 Richmond Springs Rd. Suite 202  
 North, Texas 75709 936 / 944-020

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1011 West 20th Street - Suite 111  
 Fort Worth, Texas 76102 817 / 342-0202



AREA 6

9.28 ACRES



1" = 100'  
 1" = 200'  
 1" = 300'  
 1" = 400'  
 1" = 500'  
 1" = 600'  
 1" = 700'  
 1" = 800'  
 1" = 900'  
 1" = 1000'

COMANCHE CANYON RANCH

EXHIBIT H

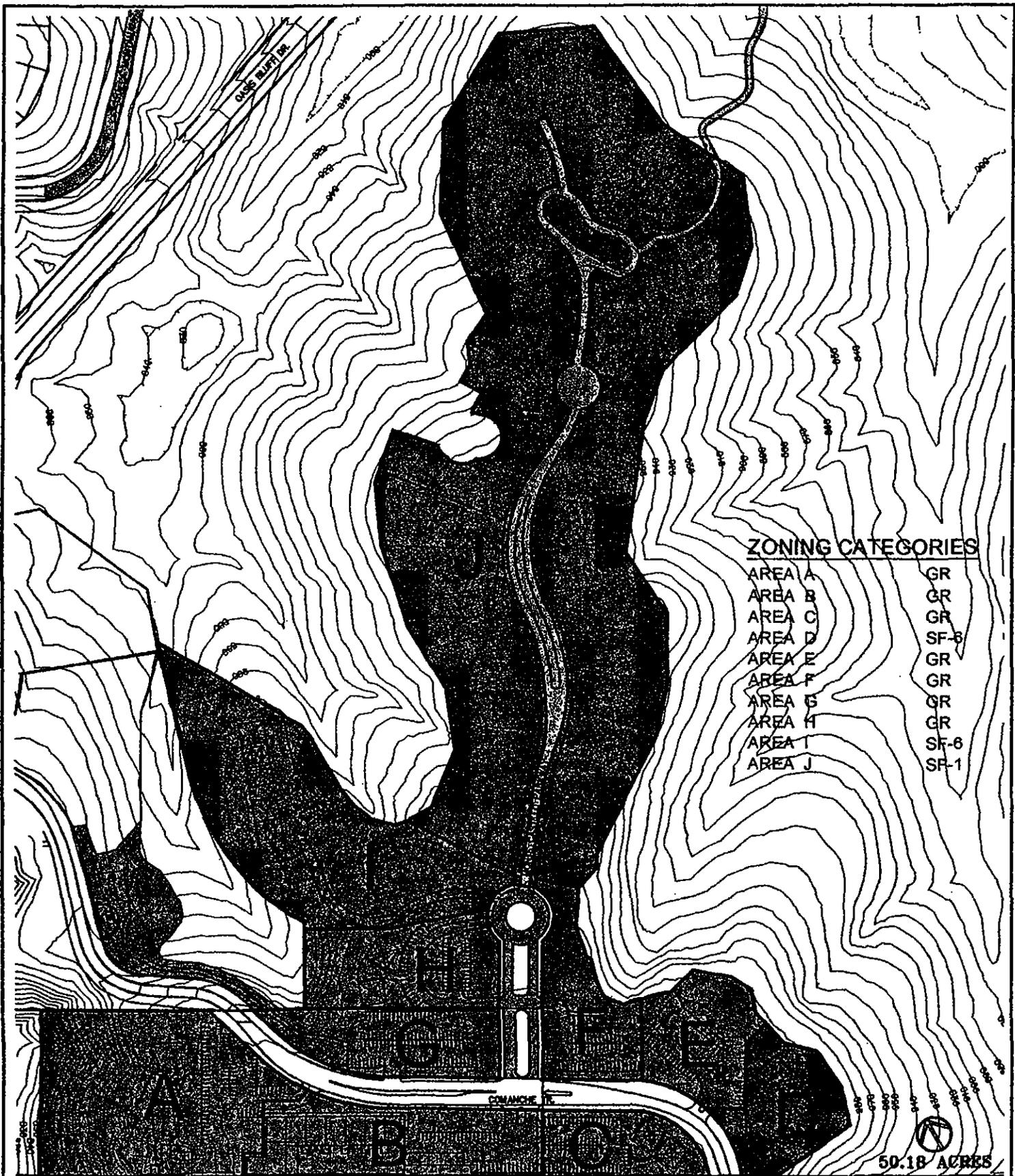
**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4000 Highway 107, Suite 100  
 North, Texas 75757  
 Phone: 714-251-1111  
 Fax: 714-251-1111

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1001 West 10th Street, Suite 100  
 Fort Worth, Texas 76102  
 Phone: 817-335-1111  
 Fax: 817-335-1111

**SITE DEVELOPMENT REGULATION TABLE**

	<b>SF-1</b>	<b>SF4-A</b>	<b>SF-6</b>	<b>GR</b>	<b>AG</b>
MINIMUM LOT SIZE (square feet):	10,000	3,600	5,750	5,750	9 Acres Total For Area 6
MINIMUM LOT WIDTH:	60	40	50	50	N/A
MINIMUM CORNER LOT AREA (square feet):	N/A	4,500	N/A	N/A	N/A
MINIMUM CORNER LOT WIDTH:	N/A	50	N/A	N/A	N/A
MAXIMUM DWELLING UNITS PER LOT:	1	1	N/A	N/A	N/A
MAXIMUM HEIGHT:	35	35	35	60	60
MINIMUM SETBACKS					
FRONT YARD:	25	15	25	10	N/A
STREET SIDE YARD:	15	10	15	10	N/A
INTERIOR SIDE YARD:	5	N/A	5	N/A	N/A
REAR YARD:	10	N/A	10	N/A	N/A
MAXIMUM BUILDING COVERAGE:	35%	55%	40%	75%	N/A
MAXIMUM IMPERVIOUS COVER:	40%	65%	55%	90%	N/A
MAXIMUM FLOOR AREA RATIO:	N/A	N/A	N/A	1:1	N/A

**Exhibit "H-1"**



**ZONING CATEGORIES**

AREA A	GR
AREA B	GR
AREA C	GR
AREA D	SF-5
AREA E	GR
AREA F	GR
AREA G	GR
AREA H	GR
AREA I	SF-6
AREA J	SF-1

**AREA 2 - CORRESPONDING ZONING USE DISTRICT**

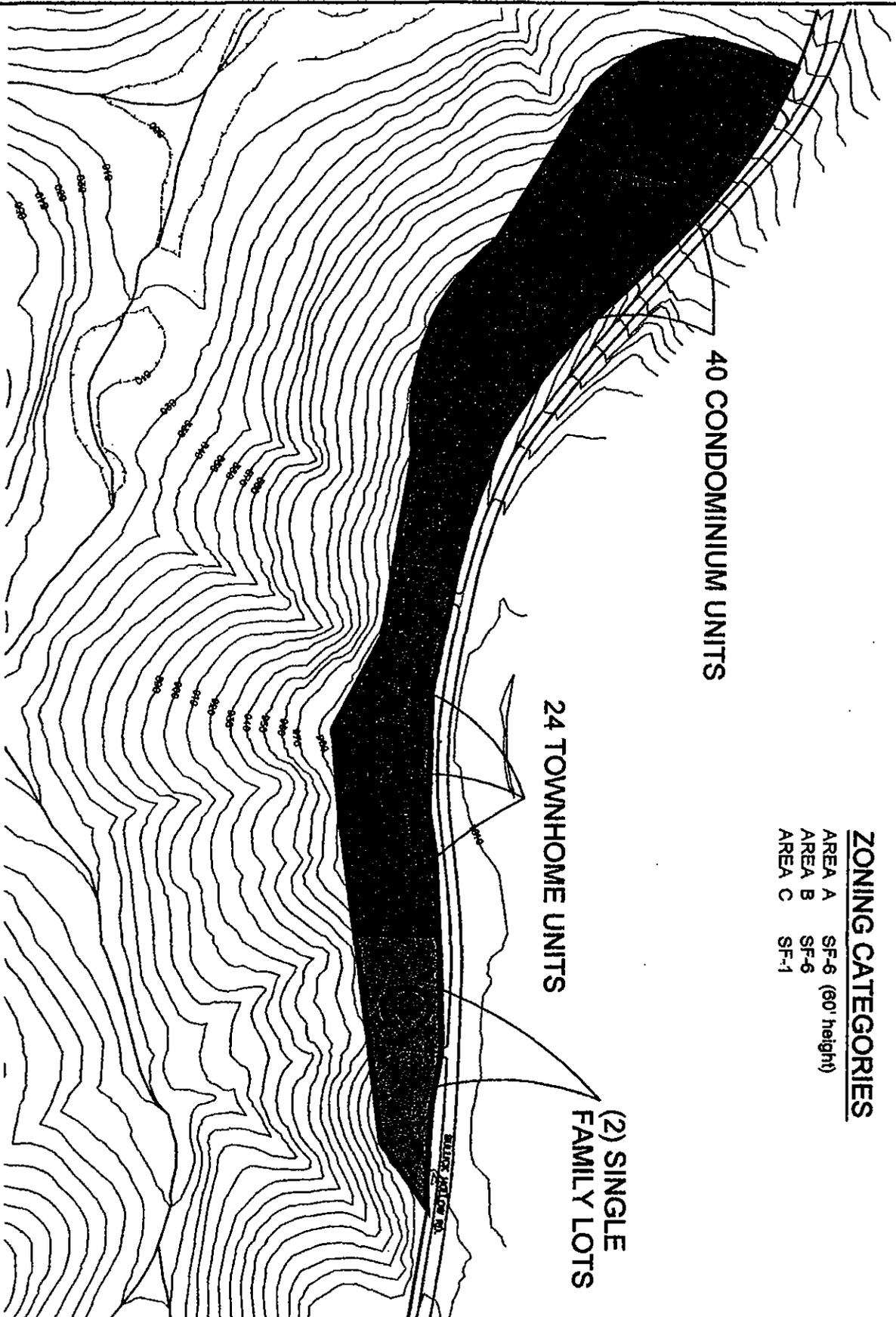
SHEET 1  
OF  
2

DATE  
10-20-00  
BY  
V. HARRIS

COMANCHE CANYON RANCH  
  
EXHIBIT H-2

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4025 Richmond Springs Rd. Suite 200  
North, Texas 75745 940-426-0000

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
7201 Hwy 289 North - Irving, TX 75039  
972-251-7000



AREA 3 - CORRESPONDING ZONING USE DISTRICTS

12.05 ACRES

**ZONING CATEGORIES**

- AREA A SF-6 (60' height)
- AREA B SF-6
- AREA C SF-1

	<p><b>COMANCHE CANYON RANCH</b></p> <p><b>EXHIBIT H-2</b></p>	<p><b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS</p> <p><small>4920 Redwood Springs Rd. Suite 200 North York, PA 15136 724 / 341-1000</small></p>	<p><b>WINKLEY ENGINEERING, INC.</b></p> <p><small>Civil, Geotechnical &amp; Construction Services 7201 Hwy 280, Suite 200 - Building 10, Dallas, TX 75241 972 / 341-1000</small></p>
<p>DATE: 11/11/03 DRAWN BY: [illegible] CHECKED BY: [illegible] SCALE: AS SHOWN</p>			



**LOT IMPERVIOUS COVER LEGEND**

Symbol	Description	Per Lot
▲	48 Impervious Cover Limit	4,000 s.f.
●	51 Impervious Cover Limit	5,000 s.f.
*2	Impervious Cover Limit	12,500 s.f.
2	CEI Impervious Cover Limit	0 s.f.
1	HDA Arterial Area ICL	5,000 s.f.
1	HDA Open Space Area 1 ICL	2,000 s.f.

**COMANCHE CANYON RANCH**

**EXHIBIT I**

**HOLFORD GROUP  
DEVELOPMENT CONSULTANTS**

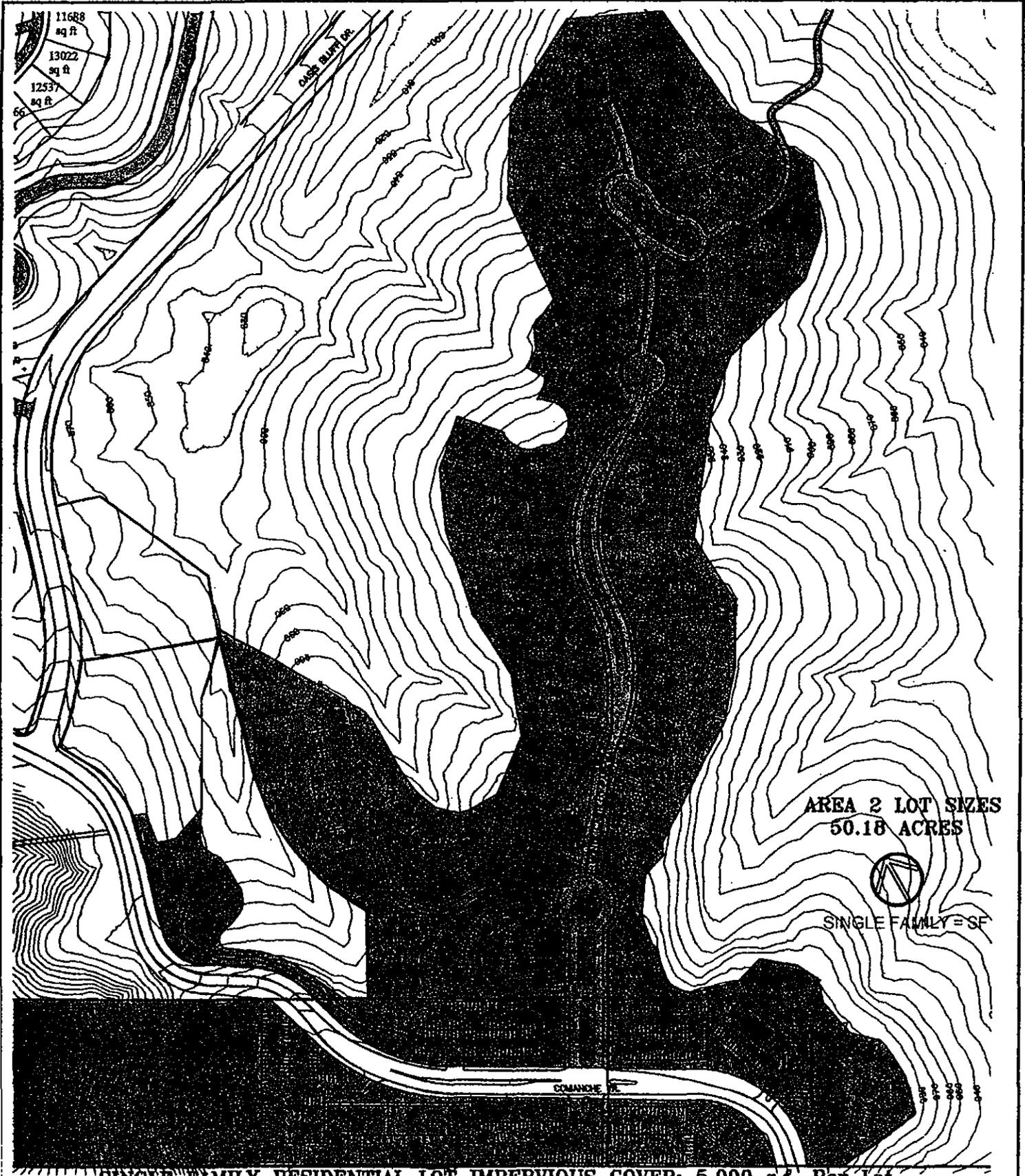
6000 Redwood Springs Rd. Suite 202  
North, Texas 75090  
Tel / Fax 972-382-1111

**WINKLEY ENGINEERING, INC.**

Civil, Mechanical & Construction Services  
1701 West 20th Street - Suite 200  
Irving, Texas 75039  
Tel / Fax 972-251-1111

SHEET 1  
OF 4





SINGLE FAMILY RESIDENTIAL LOT IMPERVIOUS COVER: 5,000 s.f. Per Lot

SHEET 2  
OF  
4

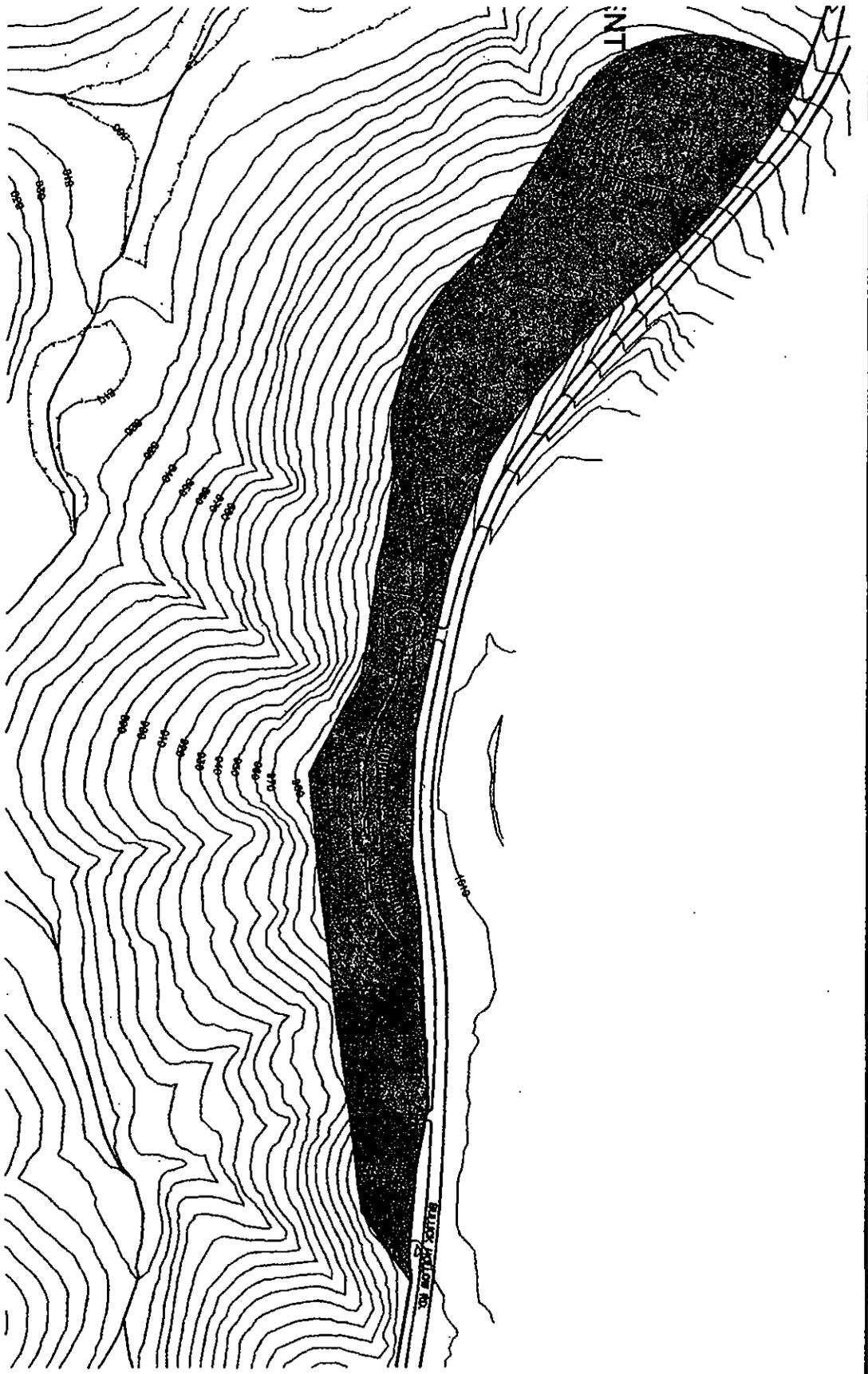
NO. 10-00  
DATE 07-20-00  
BY  
CHECK  
PLANNING No.  
REVISED 10-20-00

COMANCHE CANYON RANCH

EXHIBIT I

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
6600 Shallowford Springs Rd. Suite 200  
North Texas 75729 Tel / 346-0988

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
101 May 200 Blvd. - Suite 100  
North Texas 75706 Tel / 346-3282



AREA 3 LOT SIZES

SINGLE FAMILY RESIDENTIAL LOT IMPERVIOUS COVER: 5,000 s.f. Per Lot

SINGLE FAMILY = SF

12.05 ACRES

COMANCHE CANYON RANCH

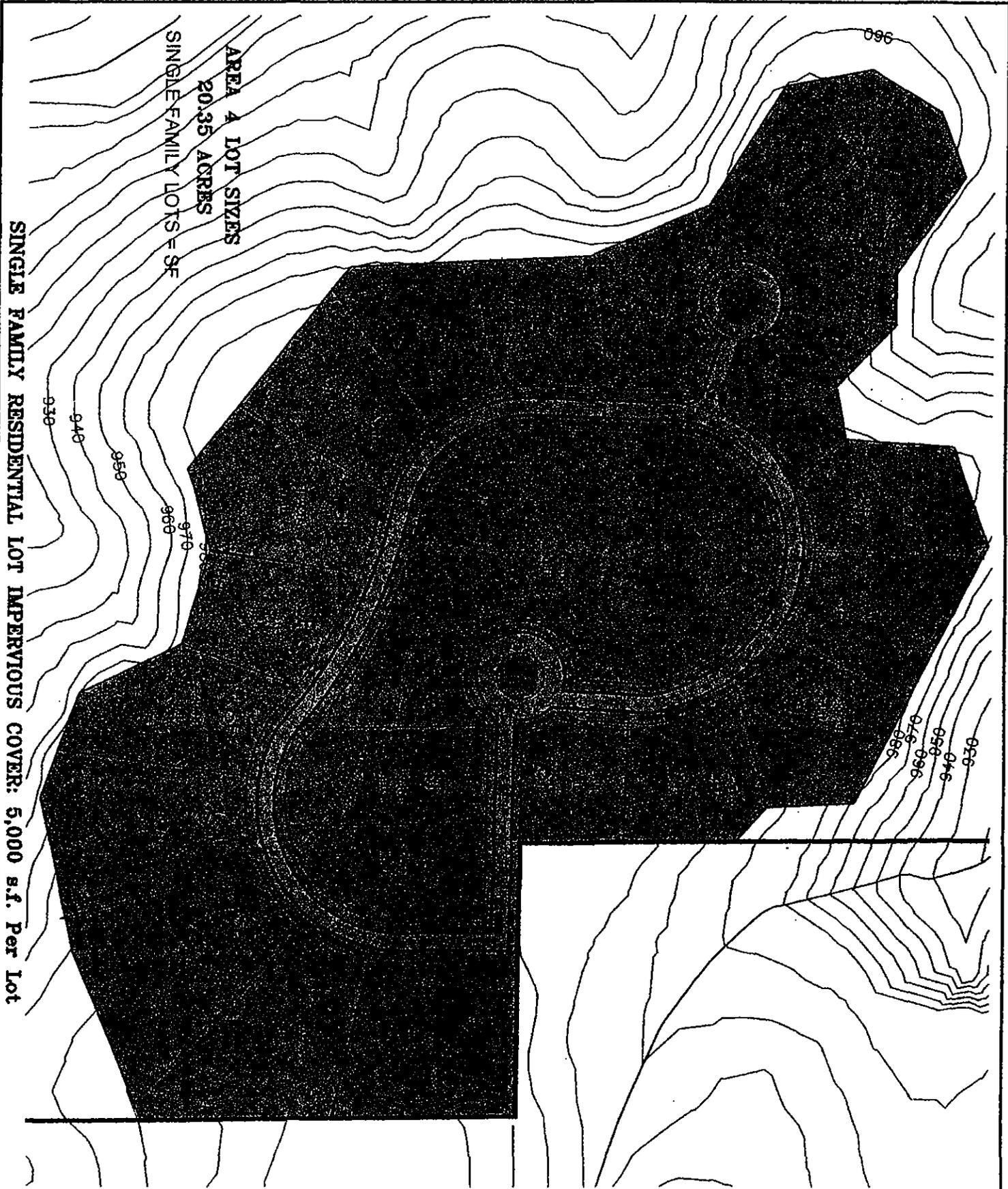
EXHIBIT I

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4000 Redwood Springs Rd. Suite 200  
 Fort Worth, Texas 76179 817-341-0000

**WINKLEY ENGINEERING, INC.**  
 CIVIL, ENVIRONMENTAL & CONSULTING SERVICES  
 1201 West 20th Street - Building 11, Suite 102  
 Fort Worth, Texas 76104 (817) 343-1000



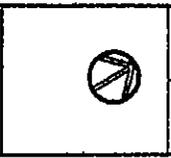
DATE: 10-10-00  
 DRAWN BY: [unintelligible]  
 CHECKED BY: [unintelligible]  
 SCALE: 1" = 40'-0"  
 SHEET 3 OF 4



SINGLE FAMILY RESIDENTIAL LOT IMPERVIOUS COVER: 5,000 s.f. Per Lot

AREA 4 LOT SIZES  
20.35 ACRES  
SINGLE FAMILY LOTS = 3F

SHEET 4  
 OF 4



**COMANCHE CANYON RANCH**  
  
**EXHIBIT I**

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4020 Silverwood Springs Rd. Suite 100  
 Austin, Texas 78759 Tel: / 512-333-

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1200 Hwy 289 South - 66002 Austin, Texas 78738  
 (512) 335-3333





# City of Austin

Founded by Congress, Republic of Texas, 1839  
Municipal Building, Eighth at Colorado, P.O. Box 10888, Austin, Texas 78767 Telephone 512/499 2000  
June 26, 2003

Mr. Thomas R. Winkley, P.F.  
Winkley Engineering, Inc.  
1101 Capital of Texas Highway South, Bldg. H, Suite 100  
Austin, Texas 78746

Re: Waiver Request, Comanche Canyon Ranch ETJ PUD, LKT-2002-188-W  
Lake Travis Watershed

Dear Mr. Winkley:

Watershed Engineering Division (WED) staff have reviewed the information received on June 3, 2003 regarding the request for a waiver from the on-site detention requirements found in the City of Austin's Drainage Criteria Manual (COA-DCM, Section 1.2.2.D). According to the submittal, the proposed development consists of mixed-use development on 468.2 acres to be located in 6 distinct development areas. Existing impervious cover is 1.74 % and proposed is a maximum impervious cover of 8.7%. Development Area 1 is single-family (48.64 Acres with 16.25 acres of proposed impervious cover), Area 2 is mixed-use development (50.18 acres with 14.39 acres of proposed impervious cover), Area 3 is Condominium, Townhome and single-family residential (12.05 acres with 3.8 acres of proposed impervious cover), Area 4 is Single-family (20.35 Acres with 3.81 acres of proposed impervious cover), Area 5 is Conservation Area (327.70 acres with 2.1 acres of proposed impervious cover) and Area 6 is a Vineyard, retention, irrigation and Open Space area (9.28 acres with 0.34 acre of proposed impervious cover).

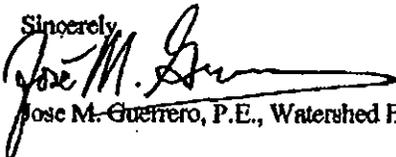
From WED's March 24, 2003 letter, the following request for information was made:

1. *Based upon the submittal, the waiver from on-site detention can be granted after construction plans for the above-referenced 30-inch storm drain are provided prior to final construction plan approval and release. As an alternative, please submit a final signed copy of the PUD agreement with Exhibit Q revised to reflect the change from a 24-inch RCP to the required 30-inch RCP and appurtenances.*

**A copy of the Final Update of the "Comanche Canyon Ranch Extraterritorial Jurisdiction Planned Unit Development Agreement" has been provided. Exhibit Q in Section Q has been revised to show a 30-inch RCP storm drain across Comanche Trail.**

Based upon the submittal, the waiver from on-site detention is approved for the 468.2-acre PUD. However, as per Part I of the ETJ PUD Agreement, this does not constitute approval on behalf of Travis County TNRD. Should you have any additional questions, please do not hesitate to contact me at 974-3386.

Sincerely,



Jose M. Guerrero, P.E., Watershed Engineering Division

Watershed Protection and Development Review Department

Xc: Mapi Vigil, P.F., Watershed Engineering Division, WPD RD  
George Oswald, P.E., Watershed Engineering Division, WPD RD  
Kevin Selfridge, P.E., Development Review Teams, WPD RD  
Susan Scallon, Development Review Teams, WPD RD  
Javad Oskouipour, P.E., Technical Assistance and Support Center, WPD RD  
Fred Dentick, P.E., Travis County TNRD

LKTCComancheCanyonRanch4.doc

Exhibit "I-2"

**COMANCHE CANYON RANCH**  
**IMPERVIOUS COVER CALCULATIONS**

**Site Area:** 468.2 acres (approximately)

<b><u>Uplands:</u></b>	357.6 acres
<b><u>Water Quality Transition Zone:</u></b>	70.2 acres
<b><u>Critical Water Quality Zone:</u></b>	40.4 acres

**Uplands Net Site Area:** 166.7 acres

**Proposed Impervious Cover**

**PUD Area 1:** 16.25 acres of impervious cover

99 lots: 10.64 acres  
46@4000 sf ic, 51@5000 sf ic, & 2@12,500 sf ic  
drives: 5.44 acres  
amenity area: 0.12 acre  
open space: 0.05 acre

**PUD Area 2:** 14.39 acres of impervious cover

30 lots: 3.44 acres  
30@5000 sf ic  
commercial/condo: 8.73 acres  
drives: 2.14 acres  
fire road: 0.08 acre

**PUD Area 3:** 3.8 acres of impervious cover

Condos/townhomes: 3.57 acres  
2 lots: 0.23 acres  
2@5000 sf ic

**PUD Area 4:** 3.81 acres of impervious cover

21 lots: 2.41 acres  
21@5000 sf ic  
drives: 0.85 acres

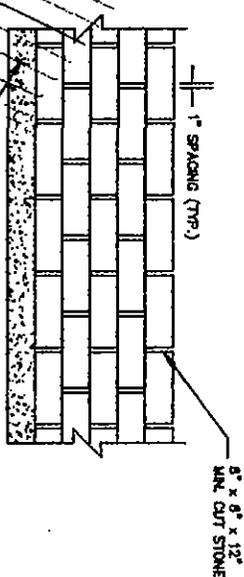
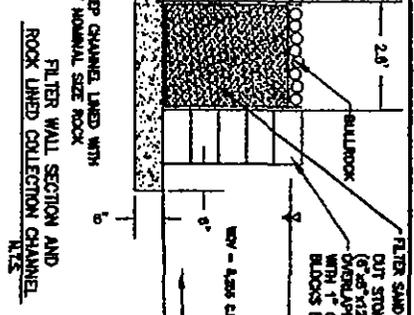
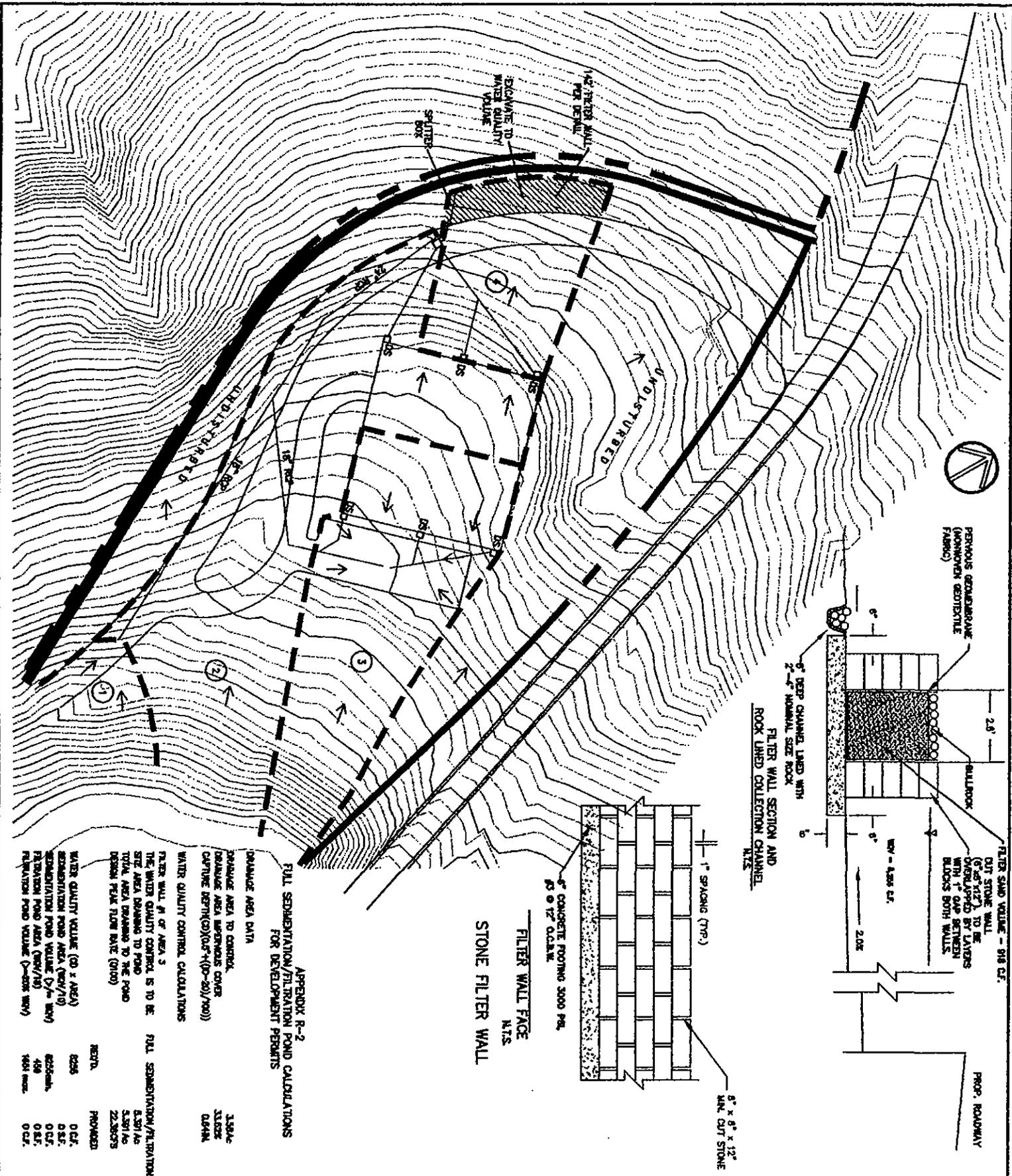
**PUD Area 5:** 0.62 acres of impervious cover

lift station: 0.1 acre  
fire road: 0.52 acre  
treatment plant: 0.55 acre

**PUD Area 6:** *0.34 acre* of impervious cover  
stormwater reirrigation facility and drive

**Adjacent Roadways:** *2.28 acres* of impervious cover

**Total Impervious Cover Proposed:** *41.49 acres (24.89% net site area)*



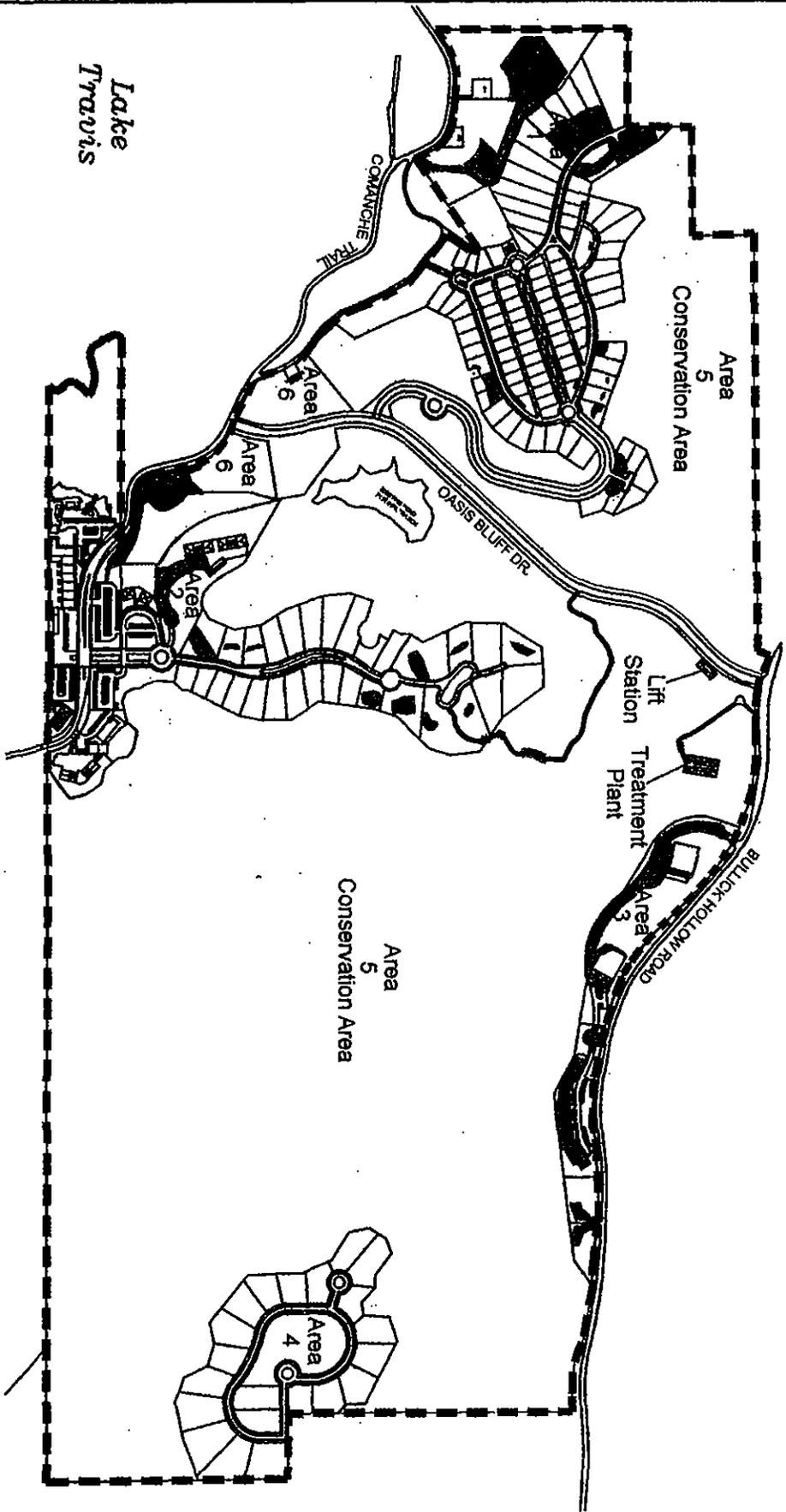
STONE FILTER WALL  
FILTER WALL FACE  
N.T.S.

APPENDIX B-2  
FULL SEDIMENTATION/FILTRATION  
POUND CALCULATIONS  
FOR DEVELOPMENT PERMITS

DESCRIPTION	VALUE	UNIT
DRAINAGE AREA DATA		
DRAINAGE AREA TO CONTROL	1.5364	ACRES
DRAINAGE AREA IMPERVIOUS COVER	0.0448	ACRES
CAPTURE EFFICIENCY (100-20/100)	0.80	
WATER QUALITY CONTROL CALCULATIONS		
FILTER WALL #1 OF AREA 3		
THE WATERSHED QUALITY CONTROL IS TO BE		
SITE AREA DRAINING TO POND	1.5364	ACRES
TOTAL AREA DRAINING TO THE POND	22.3675	ACRES
DESIGN PEAK FLOW RATE (Q10)	PROVIDED	
WATER QUALITY VOLUME (Q0 x AREA)	0.027	ACRES
SEDIMENTATION POND AREA (WV/10)	0.027	ACRES
FILTRATION POND AREA (WV/10)	0.027	ACRES
FILTRATION POND VOLUME (2-3000 WV)	1481	CUBIC FEET

<p>Comanche Canyon Ranch Austin, Texas</p> <p>EXHIBIT I-4 FILTER WALL LAYOUT EXHIBIT (EXAMPLE)</p>	<p><b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS</p> <p>4625 Silverwood Springs Rd. Suite 165 Austin, Texas 78799 Tel: 512 / 348-0181</p>	<p><b>WINKLEY ENGINEERING, INC.</b></p> <p>CIVIL ENGINEERING &amp; CONSULTING SERVICES 7701 Bay 200 South - Building 200 Austin, Texas 78754 Tel: 512 / 348-0181</p>
----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

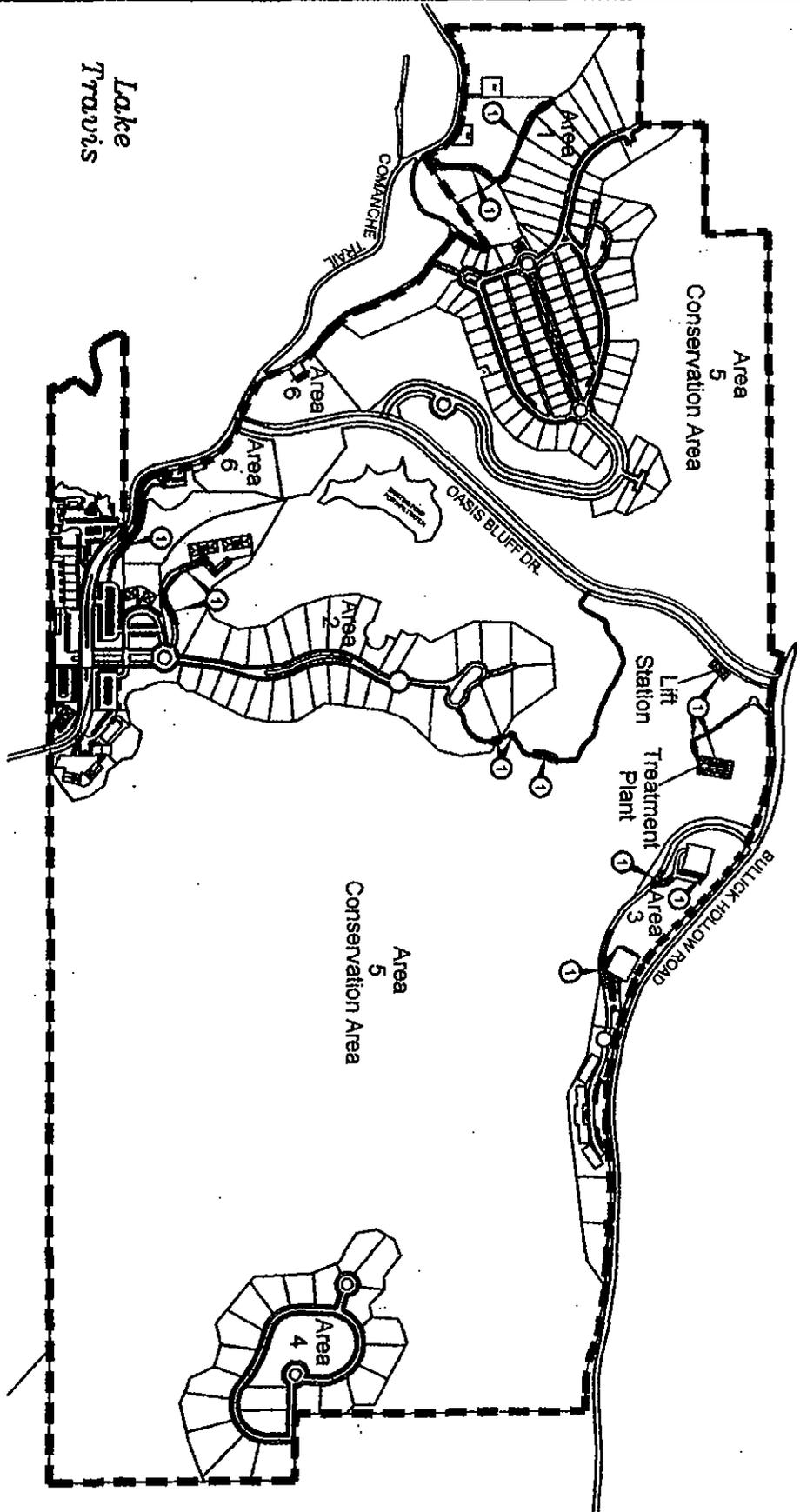
CUT AND FILL/CONSTRUCTION ON SLOPES PLAN



LOTS OR AREAS WITH BUILDINGS ON SLOPES MORE THAN 20% AND DRIVEWAYS ON SLOPES MORE THAN 15%.

<p>DATE: 10/20/00          DRAWN BY: [Signature]          CHECKED BY: [Signature]          SHEET 1 OF 3</p>		<p>COMANCHE CANYON RANCH          EXHIBIT J</p>	<p><b>HOLFORD GROUP</b>          DEVELOPMENT CONSULTANTS          4000 Wilshire Springs Rd. Suite 200          North Texas 75070</p>	<p>WINKLEY ENGINEERING, INC.          CIVIL ENGINEERING &amp; CONSULTING SERVICES          7201 Hwy 281, Suite 1000 - Dallas, TX 75237          (972) 251-2200</p>
-------------------------------------------------------------------------------------------------------------------------	--	-----------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CUT AND FILL/CONSTRUCTION ON SLOPES PLAN



CUT/FILL  
① 4' - 8'

COMANCHE CANYON RANCH

EXHIBIT J

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS

4020 Lakeside Springs Rd. Suite 200  
Austin, Texas 78759

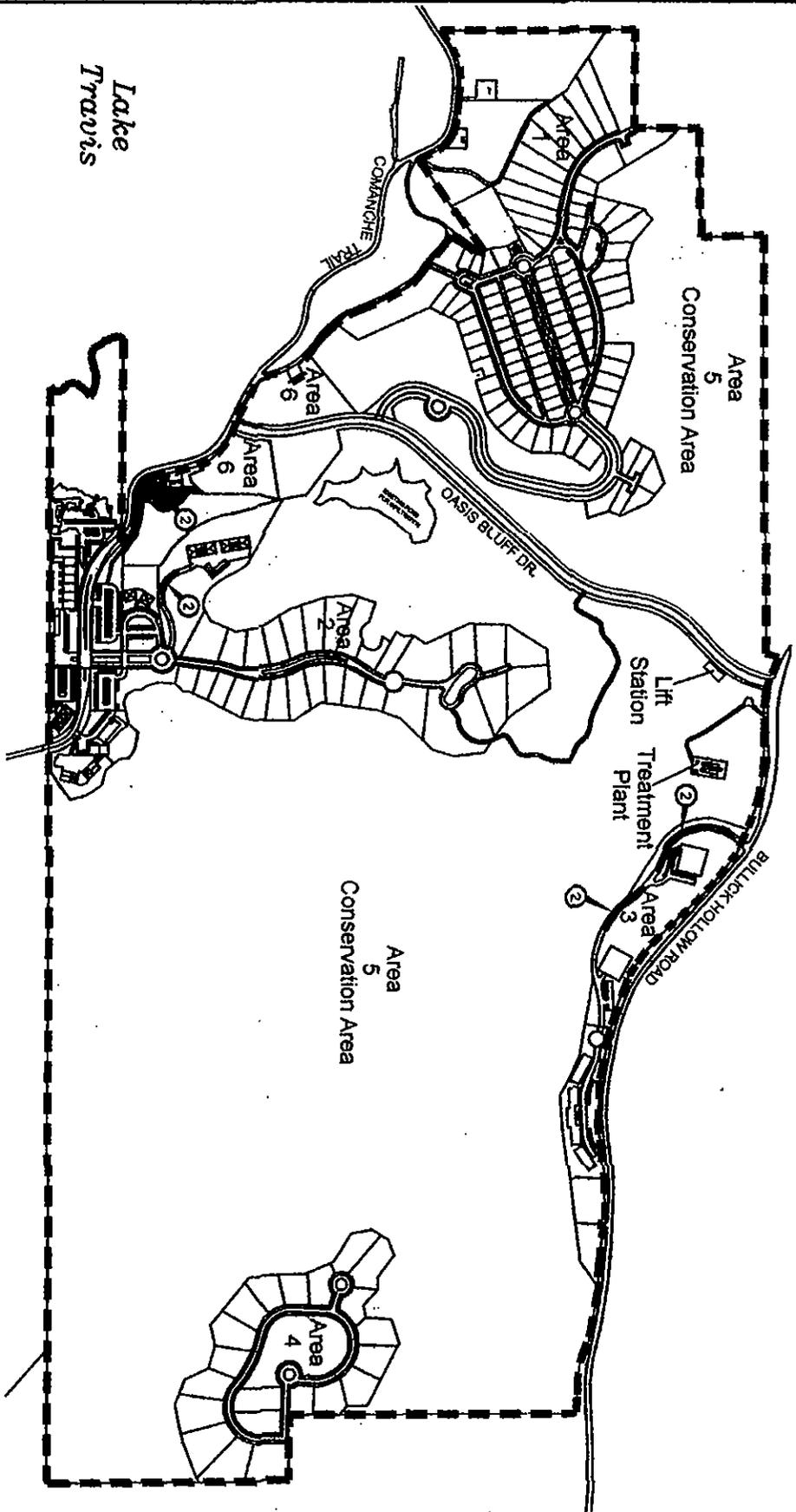
WINKLEY ENGINEERING, INC.

CIVIL ENGINEERING & CONSULTING SERVICES  
1707 West 20th Street - Austin, TX 78741  
512 / 476-1000



SHEET  
2  
OF 3

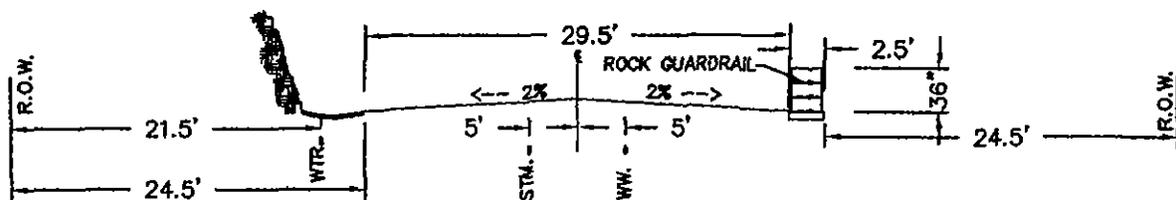
CUT AND FILL/CONSTRUCTION ON SLOPES PLAN



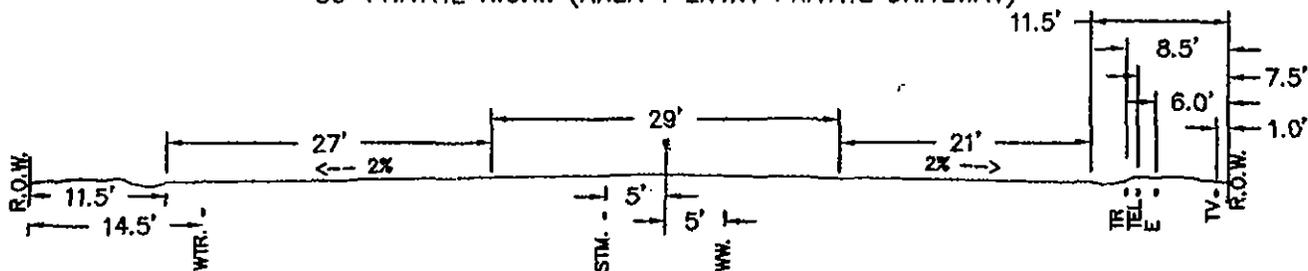
CUT/FILL

② 8' - 16'

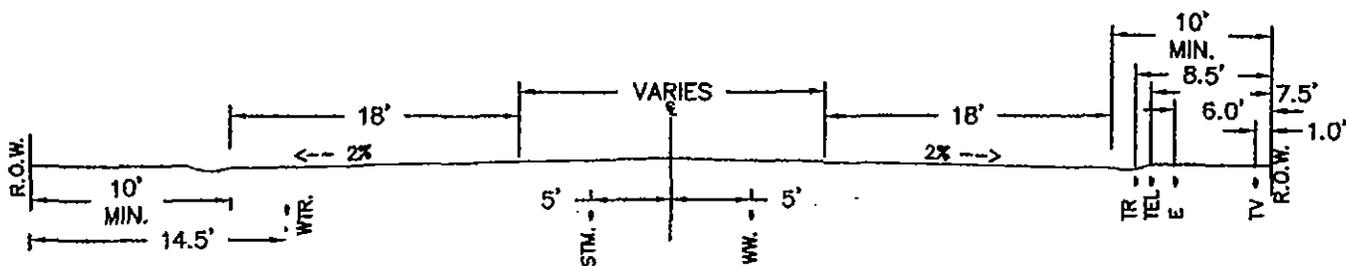
<p>SHEET 3 OF 3</p>		<p>COMANCHE CANYON RANCH</p> <p>EXHIBIT J</p>	<p><b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS</p>	<p>WINKLEY ENGINEERING, INC. CONSULTING &amp; CONSTRUCTION SERVICES</p>
-----------------------------	-------------------------------------------------------------------------------------	-----------------------------------------------	---------------------------------------------------------	-----------------------------------------------------------------------------



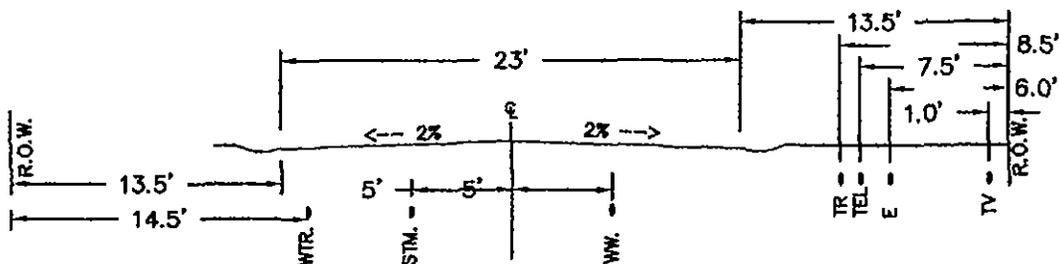
80' PRIVATE R.O.W. (AREA 1 ENTRY PRIVATE DRIVEWAY)



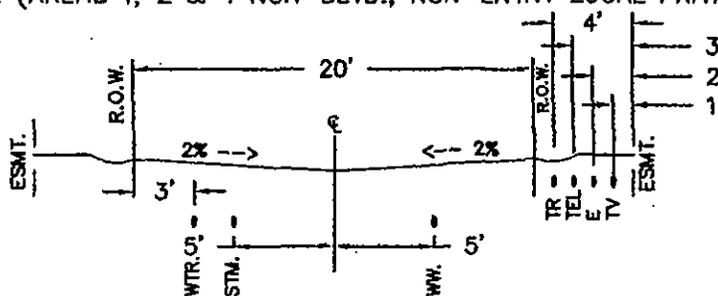
100' PRIVATE R.O.W. (AREA 2, INITIAL SECTION OF BLVD. ENTRY PRIVATE DRIVEWAY)



VARYING PRIVATE R.O.W. (AREA 1 & 2, BLVD. PRIVATE DRIVEWAYS)



50' PRIVATE R.O.W. (AREAS 1, 2 & 4 NON-BLVD., NON-ENTRY LOCAL PRIVATE DRIVEWAY)



20' PRIVATE R.O.W. (AREAS 1 & 2 ALLEY PRIVATE DRIVEWAYS & MISC. PRIVATE DRIVEWAYS)

# STREET STANDARDS AND ROADWAY SECTIONS PLAN

SHEET 1  
OF  
2

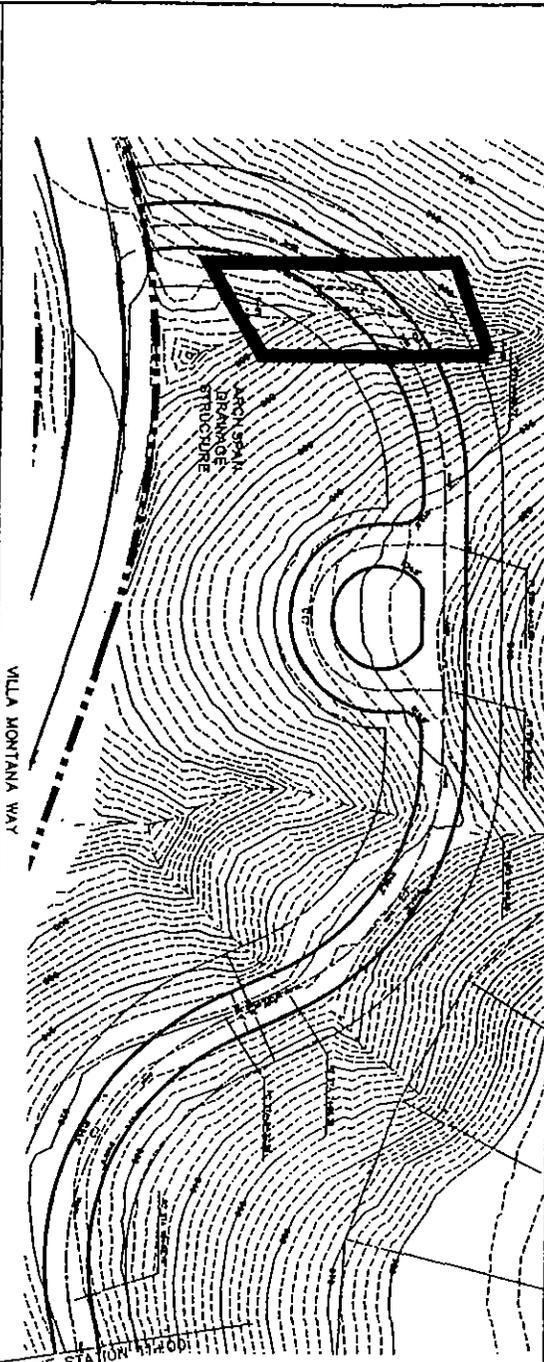
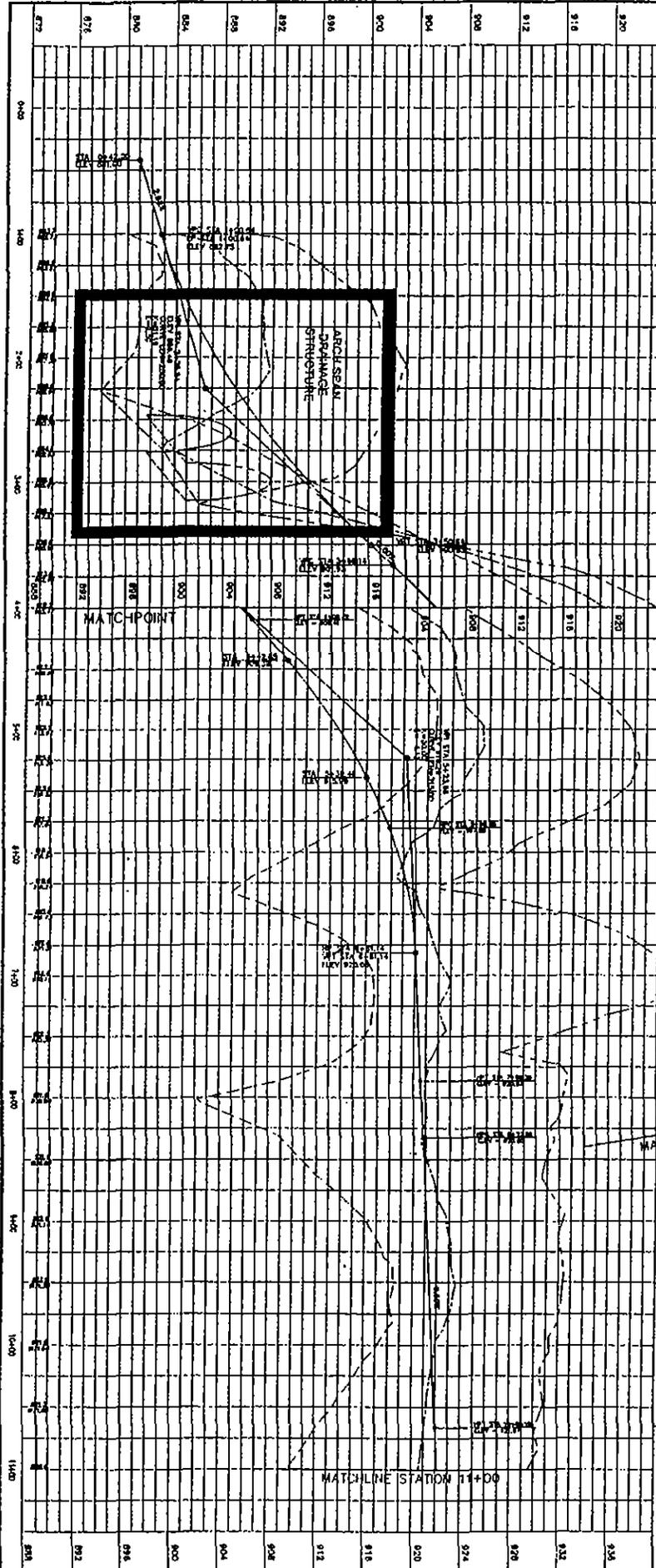
DATE: 5/20/04  
REVISION: 11/10/04

COMANCHE CANYON RANCH

EXHIBIT K

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
1022 Redwood Springs Rd. Suite 200  
North, Dallas, Texas 75243  
972 / 341-8888

**WINKLEY ENGINEERING, INC.**  
Civil, Electrical & Consulting Services  
12500 North Central Expressway, Suite 100  
Dallas, Texas 75243  
972 / 341-8888



SHEET 2  
 OF  
 2

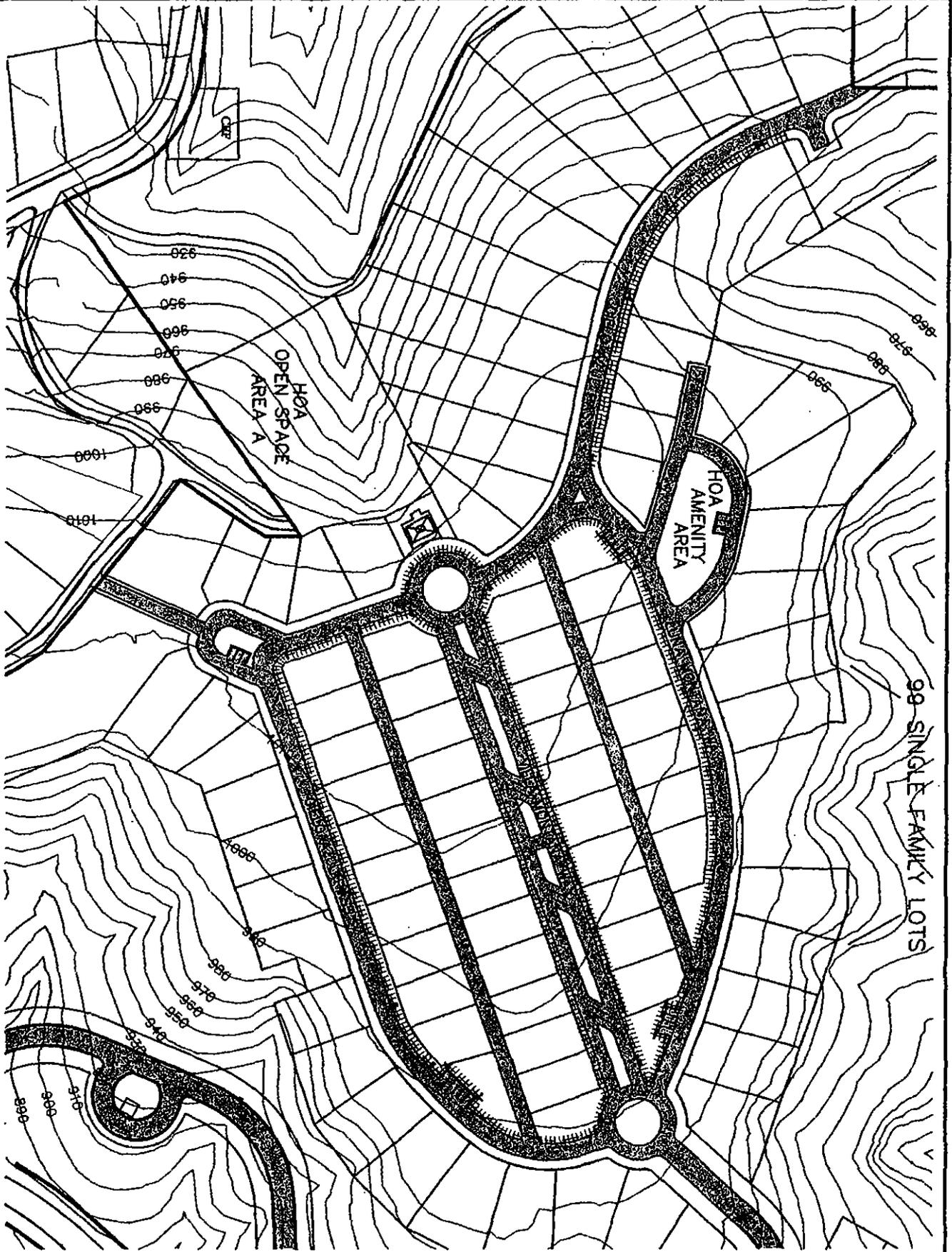
**COMANCHE CANYON RANCH**  
**EXHIBIT K**

**LEGEND**  
 --- Proposed Structure  
 --- Proposed Right-of-Way  
 --- Proposed Easement  
 --- Proposed Access  
 --- Proposed Utility  
 --- Proposed Roadway  
 --- Proposed Fencing  
 --- Proposed Survey  
 --- Proposed Boundary  
 --- Proposed Easement  
 --- Proposed Access  
 --- Proposed Utility  
 --- Proposed Roadway  
 --- Proposed Fencing  
 --- Proposed Survey  
 --- Proposed Boundary

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 1822 Spicewood Springs Rd. Suite 100  
 Austin, Texas 78757 512 / 344-6666

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1120 Hwy 280 South - Building 75, Suite 100  
 Austin, Texas 78718 (512) 336-3100  
 Fax 512-318-9364 www.winkleyeng.com

AREA 1



SIDEWALKS

COMANCHE CANYON RANCH

EXHIBIT K-1

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS

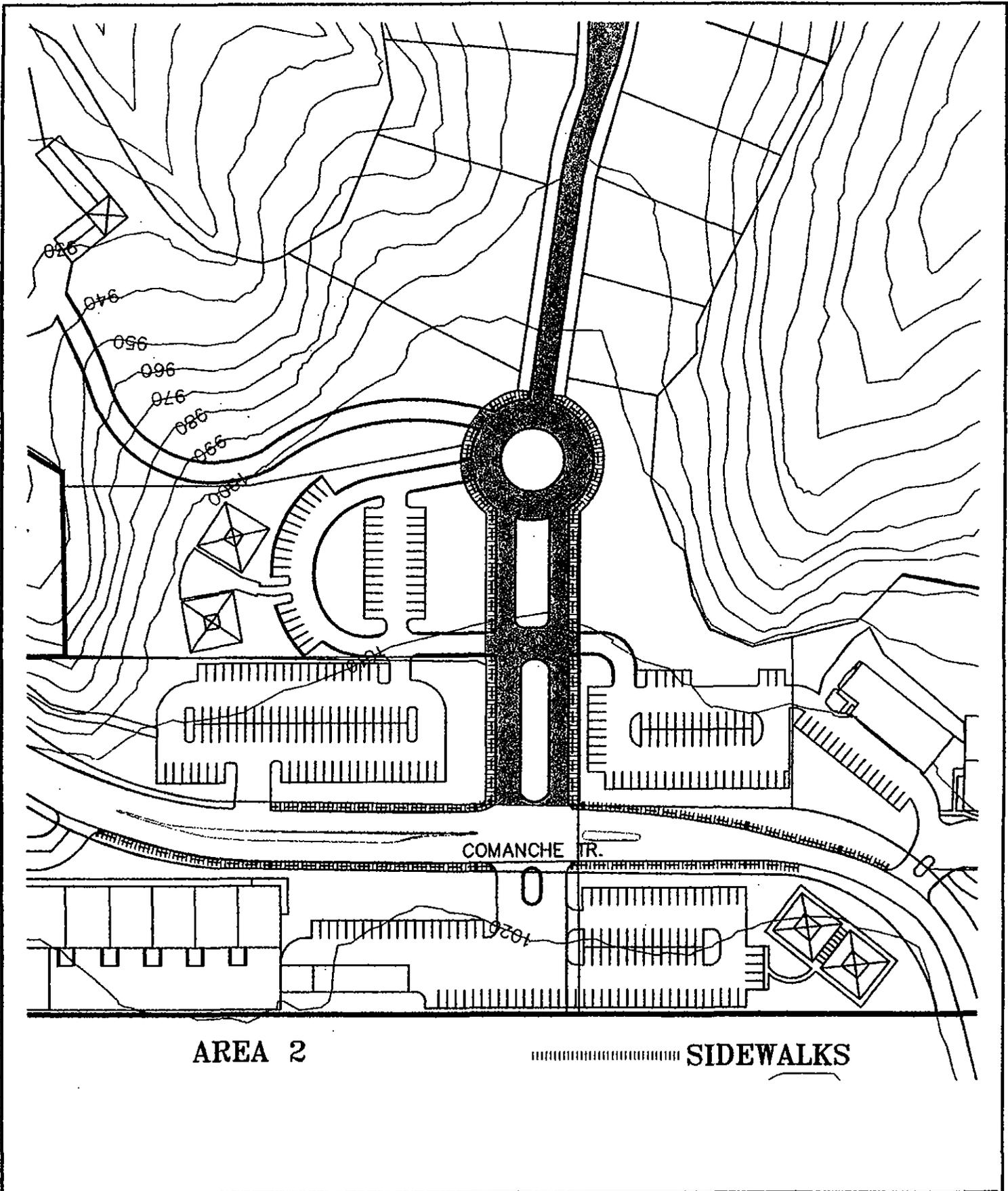
4000 Optimized Spring Rd. Suite 200  
North, Texas 75090 940 / 344-2921

**WINKLEY ENGINEERING, INC.**

CIVIL ENGINEERING & CONSULTING SERVICES  
701 W. 2nd Street - Building 2, Suite 102  
North, Texas 75090 940 / 344-2921



DATE: 11/11/11  
BY: [Signature]  
CHECKED: [Signature]  
SCALE: AS SHOWN  
PROJECT: COMANCHE CANYON RANCH  
SHEET: EXHIBIT K-1



AREA 2

..... SIDEWALKS

COMANCHE TR.



1/2" = 10'-0"  
 1/4" = 5'-0"  
 1/8" = 2'-6"  
 1/16" = 1'-6"  
 1/32" = 9"-0"  
 1/64" = 4'-6"  
 1/128" = 2'-3"  
 1/256" = 1'-1 1/2"

COMANCHE CANYON RANCH

EXHIBIT K-2

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4923 Inwood Springs Rd. Suite 200  
 North, Texas 75729 936 / 341-0881

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 702 West 200 Street - Building 11 Suite 202  
 North, Texas 75706 (936) 288-3400

**TRAFFIC GENERATION REPORT: ETJ PUD LAND PLAN**  
**Comanche Canyon Ranch: Existing Development**

<i>Area</i>	<i>Land Use</i>	<i>Physical</i>	<i>TRAFFIC FORECAST</i>				
			<i>AM Peak</i>		<i>PM Peak</i>		<i>Weekday</i>
			<i>Enter</i>	<i>Exit</i>	<i>Enter</i>	<i>Exit</i>	<i>24-Hour</i>
2	Restaurant	2,300	0	0	391	207	6,578
	Office	1,000	1	0	0	1	11
	Specialty Retail	3,000	0	0	3	4	122
	Office	15,000	36	5	16	80	309
	Office	2,000	2	0	0	2	22
	Warehousing	8,000	3	1	1	3	40
6	Vineyard	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTAL</b>			<b>42</b>	<b>6</b>	<b>411</b>	<b>297</b>	<b>7,082</b>

**Comanche Canyon Ranch: Existing + PUD LAND**

<i>Area</i>	<i>Land Use</i>	<i>Physical</i>	<i>TRAFFIC FORECAST</i>				
			<i>AM Peak</i>		<i>PM Peak</i>		<i>Weekday</i>
			<i>Enter</i>	<i>Exit</i>	<i>Enter</i>	<i>Exit</i>	<i>24-Hour</i>
1	Single-Family Homes	99 Lots	20	59	68	39	1,027
2	Single-Family Homes	30 Lots	8	23	23	13	342
	Condominium	24 Units	3	14	13	6	193
	Office	41,000	81	11	21	104	669
	Warehousing	8,000	3	1	1	3	40
	Quality Restaurant	2,600	0	0	442	234	7,436
	Specialty Retail	40,000	0	0	44	59	1,627
	Parking Structure	350	N/A	N/A	N/A	N/A	N/A
3	Condominium	40 Units	4	21	19	10	299
	Town Homes	24 Units	3	14	13	6	193
	Single-Family Homes	2 Lots	3	8	2	1	28
4	Single-Family Homes	21 Lots	6	18	17	9	247
5	Conservation Area	328.24	N/A	N/A	N/A	N/A	N/A
6	Vineyard	9.99	N/A	N/A	N/A	N/A	N/A
<b>TOTAL</b>			<b>131</b>	<b>169</b>	<b>663</b>	<b>484</b>	<b>12,101</b>

Trips are defined as one-way. A vehicle which enters then exits a site is counted as two trips.

*Source Material: Trip Generation 6th Edition*

<b>Existing + Proposed Land Plan Summary</b>	
Condominium	64Units
Single-Family Homes	152 Lots
Town Homes	24 Units
Office	41,000 Square
Warehousing	8,000 Square
Specialty Retail	40,000 Square
Quality Restaurant	2,600 Seats

**Exhibit "L"**



**TRAVIS COUNTY WATER CONTROL  
& IMPROVEMENT DISTRICT 17**

3812 BCK LANE • AUSTIN, TEXAS 78734  
PHONE (512) 266-1111 • FAX (512) 266-2790

July 8, 2003

Mr. Tom Winkley, P.E.  
Winkley Engineering, Inc.  
1101 Capital of Texas Highway South, Bldg. H, Suite 100  
Austin, Texas 78746

Re: Water and Wastewater Service to the Comanche Canyon Ranch Project; City of Austin ETJ  
PUD C814-01-0114

Dear Mr. Winkley,

The Comanche Canyon Ranch Project is within the boundaries of Travis County Water Control and Improvement District No. 17. Water Service is available from the 8 inch main along Comanche Trail, and wastewater service will be provided by WCID No.17

If you need any further information, please contact me at (512) 266-1111 Ext. 13, or [debbiegarnes@wcid17.org](mailto:debbiegarnes@wcid17.org).

Sincerely,

A handwritten signature in cursive script, appearing to read "D. S. Garnes".

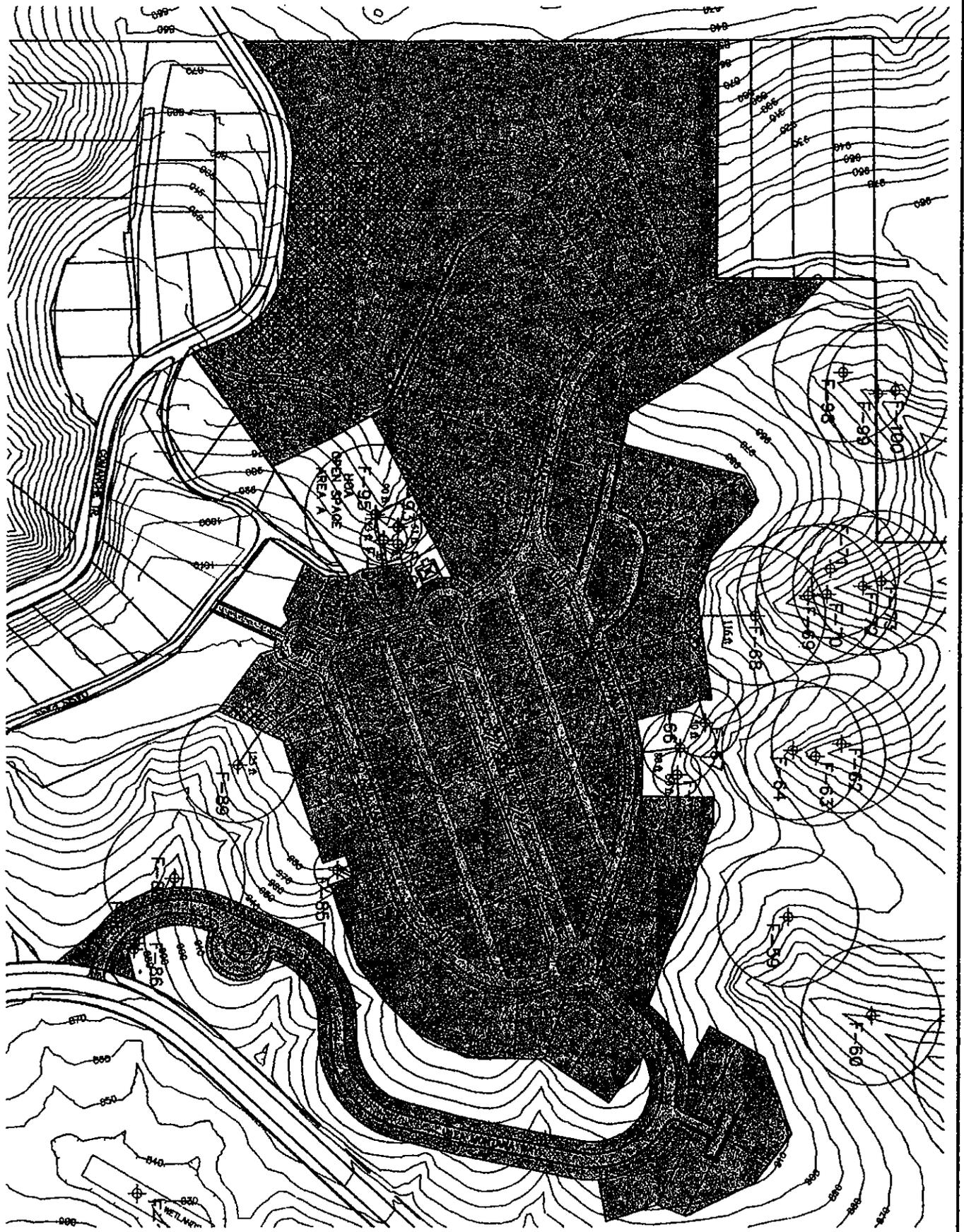
Deborah S. Garnes  
General Manager

Exhibit "M"

AREA 1 CEF SETBACKS

○ AND [Hatched Box] DENOTES CEF BUFFER ZONE

48.64 ACRES



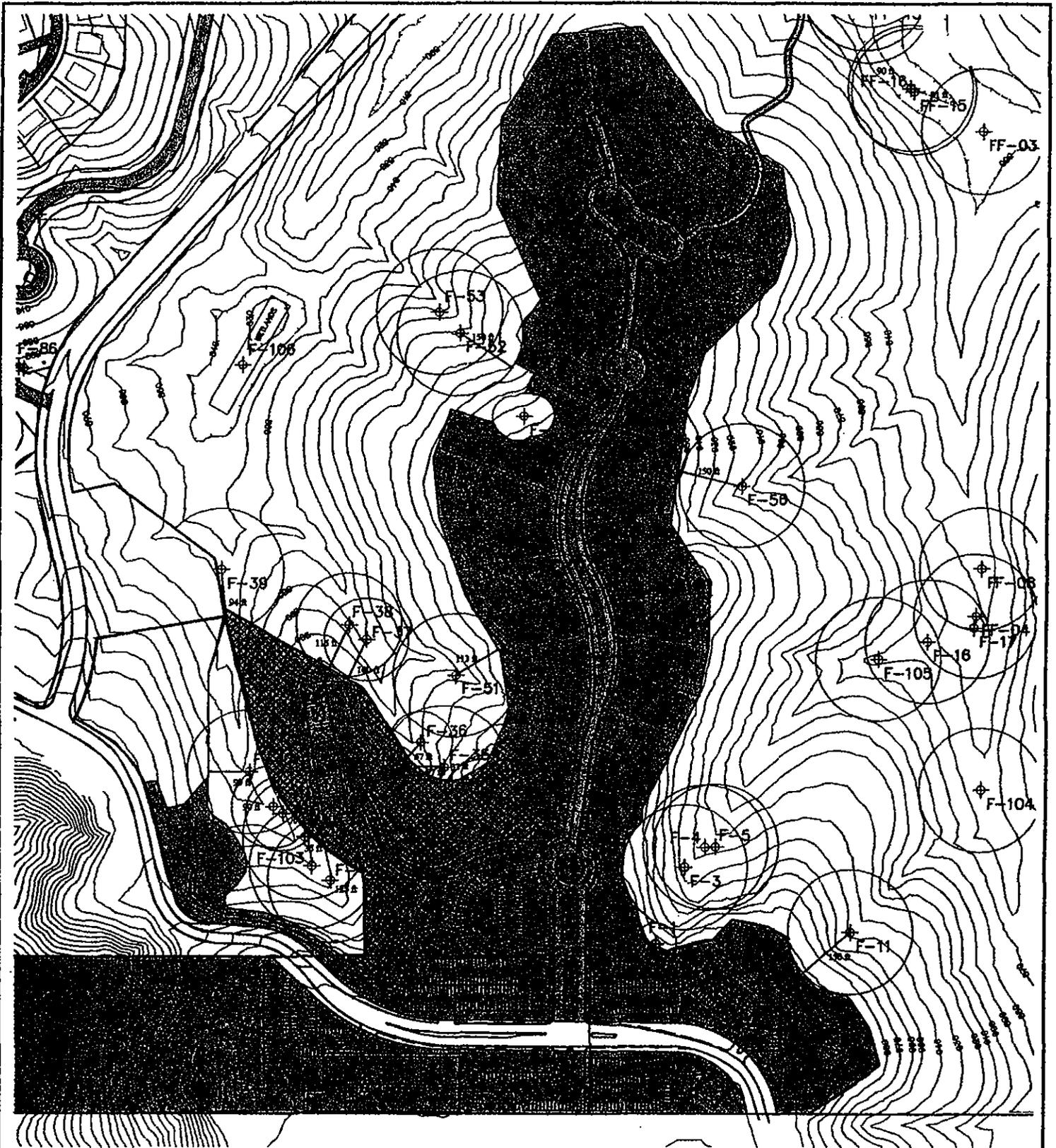
COMANCHE CANYON RANCH

EXHIBIT N

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4825 Richmond Springs Rd. Suite 200  
 Austin, Texas 78750  
 512 / 345-9888

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1200 West 20th Street - Suite 100  
 Austin, Texas 78740  
 512 / 345-9888

SHEET 1  
 OF  
 7



○ AND ◻ DENOTES CEF BUFFER ZONE

**AREA 2 CEF SETBACKS**

**50.18 ACRES**

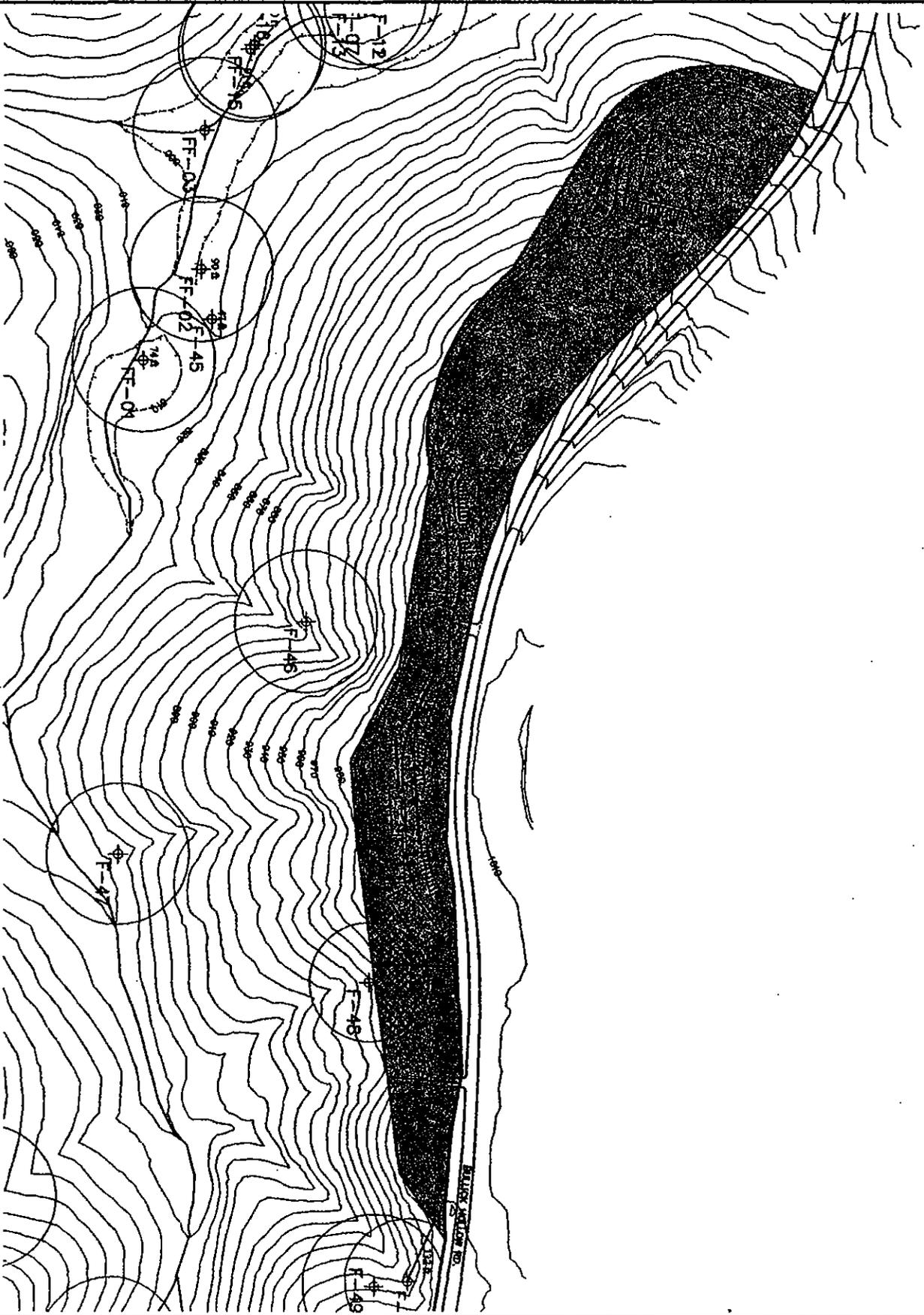
SHEET 2  
OF  
7

NO. 14  
DATE 07-20-05  
SCALE 1"=40'  
PROJECT COMANCHE CANYON RANCH  
FILE NO. V-100000-1-05

COMANCHE CANYON RANCH  
  
EXHIBIT N

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4905 Redwood Springs Rd. Dallas, TX 75244  
Tel: 972-346-2200 Fax: 972-346-2201

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
1001 May 200 Street - Building 10, Suite 100  
Dallas, Texas 75201 Tel: 972-346-2201



AREA 3 CEF SETBACKS



AND DENOTES CEF BUFFER ZONE

12.05 ACRES

COMANCHE CANYON RANCH

EXHIBIT N

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS

4909 Lakeside Springs Rd. Suite 200  
Austin, Texas 78759 Tel: 737-251-0000

**WINKLEY ENGINEERING, INC.**

CIVIL ENGINEERING & CONSULTING SERVICES  
7501 Hwy 280 South - Building 11, Suite 200  
Austin, Texas 78759 Tel: 737-251-0000

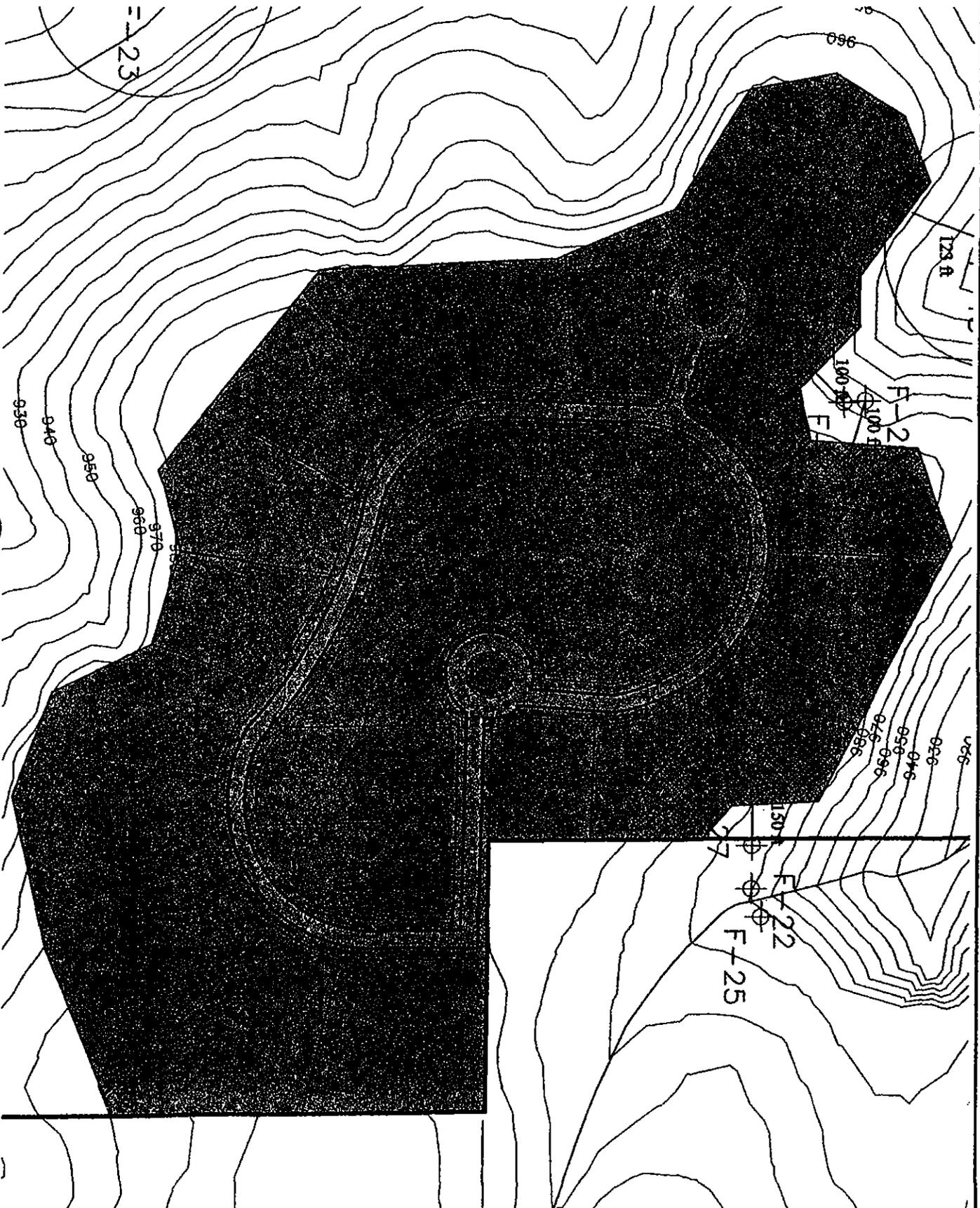
SHEET 3  
OF 7



AREA 4 CEF SETBACKS

○ AND [Cross-hatched box] DENOTES CEF BUFFER ZONE

20.70 ACRES



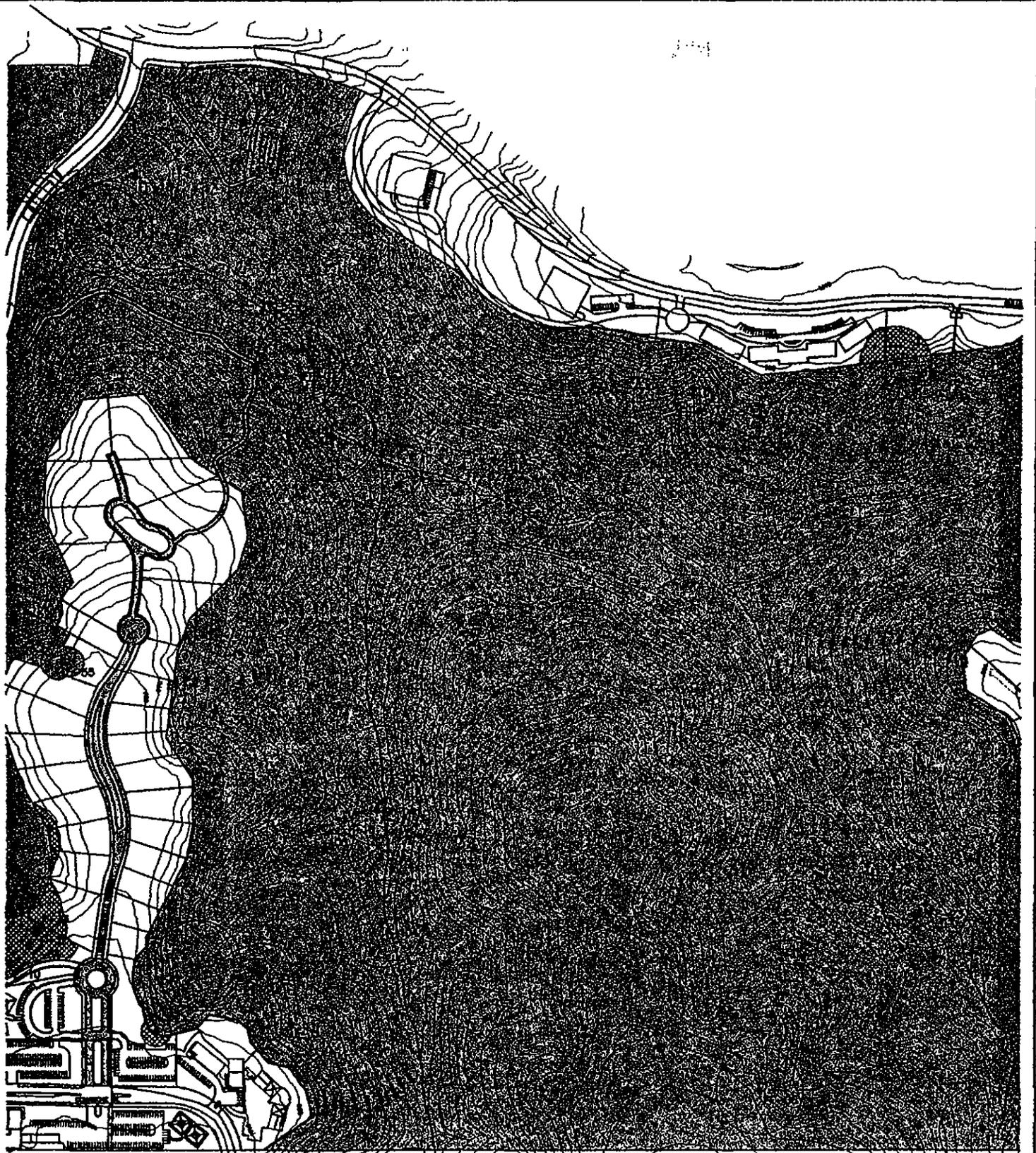
SHEET 4  
OF  
7



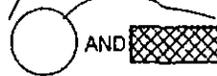
COMANCHE CANYON RANCH  
EXHIBIT N

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
4000 Rhyolite Springs Rd. Suite 200  
Austin, Texas 78759  
817 / 345-8881

**WINKLEY ENGINEERING, INC.**  
Civil, Engineering & Consulting Services  
2001 Hwy 281 South - Building 15, Suite 102  
Austin, Texas 78748  
817 / 282-2525



**AREA 5 CEF SETBACKS**



AND DENOTES CEF BUFFER ZONE

**SHEET 5  
OF  
7**

NO. 10-00  
DATE 07-24-00  
BY JH  
CHECK  
PROJECT 04  
FILE NO. Yearbook-17-01

**COMANCHE CANYON RANCH**

**EXHIBIT N**

**HOLFORD GROUP  
DEVELOPMENT CONSULTANTS**  
4000 Belwood Springs Rd. Suite 100  
Austin, Texas 78759 512 / 345-0000

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
1901 Hwy 290 (East - Building 5) Suite 100  
Austin, Texas 78758 (512) 385-3000

FEATURE	DESCRIPTION	REQUESTED SETBACKS (RADIUS)	PROVIDED SETBACKS (RADIUS & %)	MITIGATION
F-1	RIMROCK	50'	50' (100%)	
F-3	SEEP/SPRING	150'	150' (100%)	
F-4	SEEP/SPRING	150'	150' (100%)	
F-5	SEEP/SPRING	150'	150' (100%)	
F-10	SEEP/SPRING	50'	<50' (82%)	MITIGATION PROVIDED FOR IN AREA 5
F-11	SEEP/SPRING	150'	150' (100%)	
F-16	POTENTIAL WETLAND	150'	150' (100%)	
F-17	SEEP/SPRING	150'	150' (100%)	
F-18	SEEP/SPRING	150'	150' (100%)	
F-19	SEEP/SPRING	150'	150' (100%)	
F-20	SEEP/SPRING	150'	150' (100%)	
F-21	SEEP/SPRING	150'	150' (100%)	
F-22	RIMROCK & SEEP/SPRING	150'	150' (100%)	
F-25	RIMROCK & SEEP/SPRING	150'	150' (100%)	
F-27	RIMROCK & SEEP/SPRING	150'	150' (100%)	
F-29	SEEP/SPRING	100'	100' (100%)	
F-30	SEEP/SPRING	100'	100' (100%)	
F-31	SEEP/SPRING	50'	50' (100%)	
F-32	RIMROCK	100'	100' (100%)	
F-33	SEEP/SPRING	100'	100' (100%)	MITIGATION PROVIDED FOR IN AREA 5
F-34	SEEP/SPRING	50'	50' (100%)	
F-35	SEEP/SPRING	150'	150'/97' (95%)	MITIGATION PROVIDED FOR IN AREA 5
F-36	SEEP/SPRING	75'	75' (100%)	MITIGATION PROVIDED FOR IN AREA 5
F-37	SEEP/SPRING	100'	100' (100%)	
F-38	SEEP/SPRING	125'	125'/115' (99%)	MITIGATION PROVIDED FOR IN AREA 5
F-39	SEEP/SPRING	150'	150'/94' (96%)	MITIGATION PROVIDED FOR IN AREA 5
F-40	SEEP/SPRING	150'	150'/87' (85%)	MITIGATION PROVIDED FOR IN AREA 5
F-41	SEEP/SPRING	150'	150'/73' (83%)	MITIGATION PROVIDED FOR IN AREA 5
F-42	SEEP/SPRING	150'	150'/125' (94%)	MITIGATION PROVIDED FOR IN AREA 5
F-44	POTENTIAL SEEP/SPRING	50'	50' (100%)	
F-45	SEEP/SPRING	150'	150'/47' (100%)	
F-46	RIMROCK	150'	150' (10%)	
F-47	SEEP/SPRING	150'	150' (100%)	
F-48	SEEP/SPRING	125'	125' (100%)	MITIGATION PROVIDED FOR IN AREA 5
F-49	RIMROCK	150'	150' (100%)	
F-50	RIMROCK	130'	130' (100%)	
F-51	SEEP/SPRING	150'	150' (100%)	
F-52	SEEP/SPRING	150'	150' (100%)	
F-53	SEEP/SPRING	150'	150' (100%)	
F-55	RIMROCK (PER CITY)	50'	50' (100%)	
F-56	SEEP/SPRING	150'	150' (100%)	
F-59	SEEP/SPRING	150'	150' (100%)	
F-60	SEEP/SPRING	150'	150' (100%)	
F-61	SEEP/SPRING	150'	150' (100%)	
F-62	SEEP/SPRING	150'	150' (100%)	
F-63	SEEP/SPRING	150'	150' (100%)	
F-64	SEEP/SPRING	150'	150' (100%)	
F-66	RIMROCK	50'	50' (100%)	
F-68	RIMROCK	78'	78' (100%)	MITIGATION PROVIDED FOR IN AREA 5
F-67	RIMROCK	75'/50'	75'/50' (100%)	MITIGATION PROVIDED FOR IN AREA 5
F-68	SEEP/SPRING	150'	150' (100%)	
F-69	SEEP/SPRING	150'	150' (100%)	
F-70	SEEP/SPRING	150'	150' (100%)	
F-71	SEEP/SPRING	150'	150' (100%)	
F-72	SEEP/SPRING	150'	150' (100%)	
F-73	SEEP/SPRING	150'	150' (100%)	
F-74	BLUFF	150'	150' (100%)	
F-75	BLUFF	150'	150' (100%)	
F-76	SEEP/SPRING	150'	150' (100%)	
F-77	RIMROCK	150'	150' (100%)	
F-78	RIMROCK	150'	150' (100%)	
F-79	SEEP/SPRING	150'	150' (100%)	
F-80	SEEP/SPRING	150'	150' (100%)	
F-81	SEEP/SPRING	150'	150' (100%)	
F-82	POTENTIAL SEEP/SPRING	NON-CEF	NON-CEF (0%)	MITIGATION PROVIDED FOR IN AREA 5
F-83	POTENTIAL SEEP/SPRING	NON-CEF	NON-CEF (0%)	MITIGATION PROVIDED FOR IN AREA 5
F-85	SEEP/SPRING	50'	36'/28' (80%)	MITIGATION PROVIDED FOR IN AREA 5 Revegetation & Debris stabilization within 50' of CEF & Fencing along back of lot
F-86	SEEP/SPRING	<50'	<50' (0%)	MITIGATION PROVIDED FOR IN AREA 5
F-87	SEEP/SPRING	<50'	<50' (0%)	MITIGATION PROVIDED FOR IN AREA 5
F-88	SEEP/SPRING	150'/<50'	150'/<50' (100%)	

## TABLE OF CRITICAL ENVIRONMENTAL FEATURES

<b>SHEET 6</b> OF <b>7</b>	<small>DATE: 12-20-2011 DRAWN BY: JLD CHECKED BY: JLD PROJECT NO: 11-000000-00 JOB NO: 11-000000-00</small>	<b>COMANCHE CANYON RANCH</b>  <b>EXHIBIT N</b>	<b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS <small>4000 Oldham Springs Rd. Suite 200 North, Texas 75097 972 / 396-4288</small>	<b>WINKLEY ENGINEERING, INC.</b> <small>ONE ENGINEERING &amp; CONSULTING SERVICES 1001 Hwy 200 South - Building 200 North, Texas 75099 972 / 396-4288</small>
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FEATURE	DESCRIPTION	REQUESTED SETBACKS (RADIUS)	PROVIDED SETBACKS (RADIUS & %)	MITIGATION
F-89	RIMROCK	150'	150'/125' (80%)	MITIGATION PROVIDED FOR IN AREA 5
F-92	SEEP/SPRING	50'	50' (100%)	
F-93	SEEP/SPRING	50'	50' (100%)	
F-94	RIMROCK	NON-CEF	NON-CEF (0%)	
F-95	SEEP/SPRING	150'	150'/113' (92%)	
F-96	SEEP/SPRING	150'	150' (100%)	
F-97	SEEP/SPRING	150'	150' (100%)	
F-98	SEEP/SPRING	150'	150' (100%)	
F-99	SEEP/SPRING	150'	150' (100%)	
F-100	SEEP/SPRING	150'	150' (100%)	
F-101	SEEP/SPRING	100'	100'/90' (90%)	MITIGATION PROVIDED FOR IN AREA 5
F-102	SEEP/SPRING	90'	90'/70' (78%)	
F-103	SEEP/SPRING	150'	150'/60' (40%)	MITIGATION PROVIDED FOR IN AREA 5
F-104	SEEP/SPRING	150'	150' (100%)	
F-105	SEEP/SPRING	150'	150' (100%)	REVEGETATION OF DISTURBED AREA AS DETERMINED BY CITY STAFF
F-106	WETLANDS	TO BE DETERMINED	150' (100%)	
FF-1	STOCK TANK	150'	150' (100%)	
FF-2	SPRING	150'	150' (100%)	
FF-3	SPRING	150'	150' (100%)	
FF-4	2 SPRINGS	150'	150' (100%)	
FF-5	2 SPRINGS	150'	150' (100%)	
FF-6	RIMROCK	150'	25' (100%)	
FF-7	RIMROCK	150'	150' (100%)	
FF-8	SPRING	150'	150' (100%)	
FF-9	SPRING/SEEP	150'	150' (100%)	
FF-10	SPRING/SEEP	150'	150' (100%)	
FF-11	SPRING/SEEP	150'	150' (100%)	
FF-12	SEEP/SPRING	150'	150' (100%)	
FF-13	SEEP/SPRING	150'	150' (100%)	
FF-14	SEEP/SPRING	150'	150' (100%)	
FF-15	SEEP/SPRING	150'	150' (100%)	
FF-16	SEEP/SPRING	150'	150' (100%)	
FF-17	RIMROCK	150'	150' (100%)	
FF-18	STOCK TANK	150'	150' (100%)	
FF-19	SPRING	150'	150' (100%)	
FF-20	SPRING	150'	150' (100%)	
FF-21	SPRING	150'	150' (100%)	
FF-22	RIMROCK AND SPRING	150'	150' (100%)	
FF-23	SPRING	150'	150' (100%)	
FF-24	SPRING	150'	150' (100%)	

## TABLE OF CRITICAL ENVIRONMENTAL FEATURES

**SHEET 7  
OF  
7**

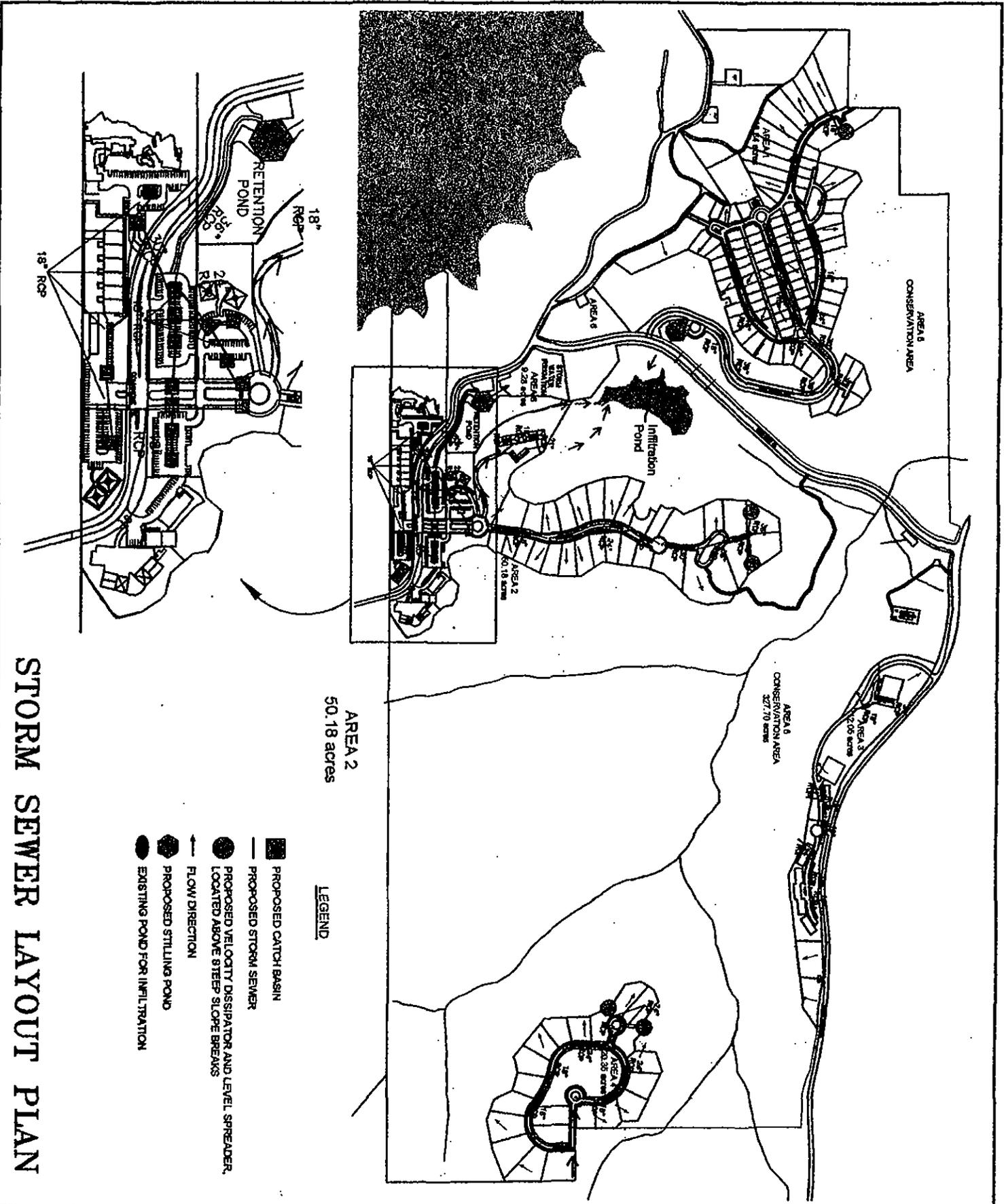
NO. 10 10-00  
REV. 02-20-00  
DATE  
DRAWN BY  
CHECKED BY  
SCALE 1/8" = 1'-0"

**COMANCHE CANYON RANCH**

**EXHIBIT N**

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS  
6822 Rockwood Springs Rd. Suite 200  
North, Texas 75090 Tel: 940-688-1111

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
700 West 20th Street - Suite 100  
Arling, Texas 76010 (817) 350-3300



**STORM SEWER LAYOUT PLAN**

- LEGEND**
- PROPOSED CATCH BASIN
  - PROPOSED STORM SEWER
  - PROPOSED VELOCITY DISSIPATOR AND LEVEL SPREADER, LOCATED ABOVE STEEP SLOPE BREAKS
  - FLOW DIRECTION
  - PROPOSED STILLING POND
  - EXISTING POND FOR INFILTRATION

**COMANCHE CANYON RANCH**  
**EXHIBIT Q**

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
 4000 International Springs Rd.  
 Austin, Texas 78720  
 512/336-8800  
 Fax: 512/336-8801

**WINKLEY ENGINEERING, INC.**  
 CIVIL ENGINEERING & CONSULTING SERVICES  
 1701 Hwy. 290 South - Building 10, Suite 101  
 Austin, Texas 78704  
 512/336-8800

1/2" = 10'	1/4" = 5'
1/8" = 2.5'	1/16" = 1.25'
1/32" = 0.625'	1/64" = 0.3125'
1/128" = 0.15625'	1/256" = 0.078125'
1/512" = 0.0390625'	1/1024" = 0.01953125'
1/2048" = 0.009765625'	1/4096" = 0.0048828125'
1/8192" = 0.00244140625'	1/16384" = 0.001220703125'
1/32768" = 0.00030517578125'	1/65536" = 0.000152587890625'
1/131072" = 0.000076296875'	1/262144" = 0.0000381484375'
1/524288" = 0.00001906171875'	1/1048576" = 0.000009530859375'



## STATEMENT OF SUPPORT

The development of the property as a PUD will enhance the preservation of the natural environment, encourage a higher quality, less dense, and less commercial development through an innovative design. This land plan will preserve a majority of the land in an undeveloped and natural state. All internal infrastructure will be constructed and maintained by the property owners. Internal Streets (private drives) will be kept to a minimum since they will serve limited and unconnected development areas which are adjacent to the large conservation area. The large conservation area is made up of approximately 327 acres and contains 70 percent of the property covered by this PUD.

The development will surpass conventional developments by reducing traffic, limiting commercial development, preserving open space, and by using planning tools to create a residential community with smaller-scaled condominiums, office and commercial uses, and a large conservation area in a manner not possible under current non-PUD standards. Development under the PUD regulations applicable to this property is superior to the development that would occur under non-PUD regulations for the following reasons:

- 1) A large preserve area will be dedicated or conveyed to a governmental or other conservation entity.
- 2) More single-family residential will be developed and less office/commercial will be developed.
- 3) Less traffic will be generated by the proposed land uses than by other potential development options.
- 4) Utilization of narrow driveways instead of streets will create
  - (i) a lower environmental impact,
  - (ii) more cautious driving and slower speeds, and
  - (iii) lesser amount of storm water run-off which is better for the environment.
- 5) Treatment of storm water run-off from most of the existing and proposed commercial development is incorporated into this PUD.
- 6) An Integrated Pest Management program is incorporated into this PUD.
- 7) This PUD will be developed in accordance with Green Building Standards.

### PUD Specific Modifications

1. A variance from §25-1-21 (98) of the Land Development Code (LDC) to allow the PUD to function as a single site and providing for the site to cross a public street or right-of-way. ETJ PUD Agreement Section 3, Page 4.
2. A variance from §25-8-455 (B) (2) and (B) (3) of the LDC to not require concurrent platting of transferring and receiving tracts as development allocations are established by the ETJ PUD Agreement. ETJ PUD Agreement, Section 3, Page 4.
3. A variance from §25-4-174 of the LDC to allow for single family residential corner lots in PUD Area 1 to have a minimum size of 6100 square feet. ETJ PUD Agreement, Section 4, Page 4.
4. A variance from §25-7-32 (C) of the LDC to remove the requirement of floodplain studies and floodplain delineation. ETJ PUD Agreement, Section 5. B. 3., Page 6.

JOB NO. 14-00 DATE 10-20-07 DRAWN NA CHECK NA REVISION NA FILE NAME GENERAL NOTES	<b>SHEET</b> 1 OF 15	<b>COMANCHE CANYON RANCH</b>  <b>GENERAL NOTES</b>	<b>HOLFORD GROUP</b> <b>DEVELOPMENT CONSULTANTS</b> <small>4022 Riverwood Springs Pk. Suite 100          Austin, Texas 78781 512/246-9171</small>	<b>WINKLEY ENGINEERING, INC.</b> <small>CIVIL ENGINEERING &amp; CONSULTING SERVICES          1701 Hwy 380 South - Building #1, Suite 100          Fortville, Texas 75741 (817) 528-0800</small>
--------------------------------------------------------------------------------------------------	-------------------------------	----------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. A variance from §25-8-281 (B) and (C) of the LDC to allow critical environmental feature buffer zones as indicated in the ETJ PUD Agreement. ETJ PUD Agreement, Section 6. B., Page 7 and Exhibit "N".
6. A variance from §25-8-341 (A) and §25-8-342 (A) of the LDC to allow for cuts and fills as identified in the ETJ PUD Agreement. ETJ PUD Agreement, Section 9. A. and B., Page 8 and Exhibit "J".
7. A variance from §25-8-301 and §25-8-302 of the LDC to allow construction of a driveway on a slope in excess of 15 percent and buildings on slopes in excess of 25 percent for areas or lots shown. ETJ PUD Agreement, Section 9. E., Page 8 and Exhibit "J".
8. A variance from §25-4-33 of the LDC to allow for platting without including the balance of the tract as outlined in the ETJ PUD Agreement. ETJ PUD Agreement, Section 10. B., Page 9.
9. A variance from §25-1-82 of the LDC to allow for acreage contained in Area 5 of the ETJ PUD Agreement to be excluded from preliminary plan and final plat application fee calculations. ETJ PUD Agreement, Section 10. B., Page 9.
10. A variance from §25-4-171 (A) of the LDC to allow for lots in the PUD to front on a private drive (internal street). ETJ PUD Agreement, Section 12. B., Page 10.
11. A variance from §25-4-152 (B) of the LDC to allow for a dead end street of more than 2000 feet. ETJ PUD Agreement, Section 12. C., Page 10 and Exhibit "D".
12. A variance from §25-6-351 (A) of the LDC to allow for sidewalks as outlined in the ETJ PUD Agreement. ETJ PUD Agreement, Section 12. D., Page 10 and Exhibit "K-1" and "K-2".
13. A variance from §25-1-3 of the LDC to provide for resolution of conflicts between the ETJ PUD Agreement and Code requirements. ETJ PUD Agreement, Section 19, Page 12.
14. A variance from §25-8-454 (C) of the LDC to allow for the development density provided for in the ETJ PUD Agreement. ETJ PUD Agreement, Section 3, Page 4 and Exhibits "B", "C", "D", "E", "F", "G", and "H".
15. A variance from §25-8-454 (D) of the LDC to permit the PUD Area 5 to be the only buffer required to receive overland drainage. ETJ PUD Agreement Section 5. A. 3., Page 5.
16. A variance from §§25-4-232 (10) and (19) of the LDC to in PUD Area 1 to not require a ten foot (10') minimum between a rear access easement and a building or fence and in PUD Area 1 to not require a minimum pavement width of a private access easement of 25 feet. ETJ PUD Agreement, Section 2. B., Page 3.
17. A variance from §§25-2-557 (B) (3) and (G) of the LDC to not require that the lots in PUD Area 1 that front on a cul-de-sac have a width of not less than 40 feet at all points 50 feet or more behind the front lot line and that lots in PUD Area 1 not be required to have a minimum 10 foot setback between a rear access easement and a building or fence. ETJ PUD Agreement, Section 2. B., Page 3.
18. Variances from §25-8-453 and §25-8-261 of the LDC to allow the lift station to be located in the water quality transition zone and to allow the service road to the treatment plant to be located in the water quality transition zone and the critical water quality zone. ETJ PUD Agreement, Section 15, Page 11 and Exhibit "B".

**PUD DOCUMENT NOTES**

**Fiscal Surety**

Fiscal shall be provided before recordation of final plats in accordance with the regulations of Travis County Texas.

**Permitted Uses and Density**

Use and density shall be limited to those indicated on the Land Use Plan and PUD Agreement.

Lot sizes and impervious cover shall be as indicated in the PUD Agreement.

Impervious cover shall not exceed 24.89 percent of the Net Site Area of the PUD.

**Drainage**

All drainage facilities will be privately maintained.

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**Cut And Fill**

Cut and fill in excess of those specified in the PUD Agreement must be approved by the Zoning and Platting Commission in accordance with 25-8-41 of the Land Development Code.

**Private Drives**

Private drives shall comply with the sections shown in the PUD Agreement.

Single family, townhome, and condominium subdivisions may be gated.

Lots within the PUD shall be permitted to front on non-curb and gutter streets.

**Traffic Impact Analysis**

The development of this PUD shall be limited to the uses and intensities which will not exceed or vary from the projected traffic conditions assumed in the traffic impact analysis including peak hour trip characteristics, traffic distribution, roadway conditions, and other traffic related characteristics. TIA modifications are permitted and may be approved administratively as long as the overall initial trip count is not exceeded.

**Subdivision**

Subdivision plats shall be required for all lots shown on the Land Use Plan that do not have existing development located thereon.

A preliminary plan approval for the entire or a portion of the PUD is valid for 10 years.

**Environmental**

Any CEF located within a lot shall be protected by a conservation easement established on the subdivision plat at the time of platting. The required easements are identified in the PUD Agreement.

All re-vegetation shall be done in accordance with the City of Austin specifications or other specifications approved by the City.

This development will require its buildings to participate in the City's Green Builder program, successor program or other program approved by the City.

**Site Development Permits**

All non-single family development shall require a City of Austin site development permit.

**Conservation Area**

The Conservation Area (Area 5) shall be conveyed in fee simple or as a conservation easement to Travis County, the City of Austin or other conservation entity approved by U.S. Fish and Wildlife.

**Home Owners Association**

A mandatory Home Owners Association will be established for the Comanche Canyon Ranch PUD prior to the recordation of the first final plat. Maintenance of all drives, common lots, and drainage improvements shall be by the home owner's association. All open space lots will be deeded to and maintained by the homeowners association.

JOB NO. 14-000  
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COMANCHE CANYON RANCH

GENERAL NOTES

**HOLFORD GROUP**  
DEVELOPMENT CONSULTANTS

4002 Redmond Springs Dr. Austin, Texas 78759 512/346-0771

**WINKLEY ENGINEERING, INC.**

CIVIL, ENGINEERING & CONSULTING SERVICES  
1105 Hwy 290 South - Building 15, Suite 102  
Austin, Texas 78748 (512) 252-2822

**Water Quality Controls**

Water quality controls must be designed in accordance with the Environmental Criteria Manual, and the controls must provide at least the treatment level of a sedimentation/filtration system under the Environmental Criteria Manual. The facilities proposed for this PUD meet the intent of the Environmental Criteria Manual with the collective use of all proposed facilities to meet the standards at the point in which the storm water leaves the PUD site.

Single Family Residential Impervious Cover Allocations		
AREAS	LOTS	IMPERVIOUS COVER
1	99	46@4000 sf ic 51@5000 sf ic 2@10,000 sf ic
2	30	30@5000 sf ic
3	2	2@5000 sf ic
4	21	21@5000 sf ic

**APPENDIX Q-1: NET SITE AREA**

Total gross site area = 468.2 Acres

**Site Deductions :**

Critical water quality zone (CWQZ) = 40.4 Acres

Water quality transition zone (WQTZ) = 70.2 Acres

Wastewater irrigation areas = 0 Acres

Deduction subtotal = 110.6 Acres

Upland area (Gross area minus total deductions) = 357.6 Acres

**Net Site Area Calculation**

Area of Uplands with Slopes 0 - 15% 111.1 X100% = 111.1 Acres

Area of Uplands with Slopes 15 - 25% 95.2 X40% = 38.1 Acres

Area of Uplands with Slopes 25 - 35% 87.3 X20% = 17.5 Acres

Net Site Area (subtotal) = 166.7 Acres



**METES AND BOUNDS DESCRIPTION**

BEING TWO (2) TRACTS OF LAND CONTAINING A TOTAL OF 470.60 ACRES OF LAND LOCATED IN THE S. BULLOCK SURVEY NO. 76, ABSTRACT 2601, THE S. BULLOCK SURVEY NO. 76, ABSTRACT NO. 2624, THE D.J. RIORDAN SURVEY NO. 76, ABSTRACT 2618, AND JAMES P. DUNLAP SURVEY NO. 594, ABSTRACT NO. 239, IN TRAVIS COUNTY, TEXAS; THE TRACT OF LAND HEREINAFTER REFERRED TO AS TRACT NO. 1 CONTAINING 106.14 ACRES AND BEING ALL OF THAT CERTAIN CALLED 12.006 ACRE TRACT CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13396, PAGE 20; AND ALL OF THOSE CERTAIN LOTS NUMBERED 16-25 AND UNDEDICATED OASIS VIEW SHOWN ON UNRECORDED PLAT OF COMANCHE PASS SECTION 2 CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13246, PAGE 952 OF THE REAL PROPERTY RECORDS, AND A REMAINDER PORTION OF THOSE CERTAIN TRACTS CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND THE TRACT OF LAND HEREINAFTER REFERRED TO AS TRACT NO. 2 CONTAINING 364.46 ACRES AND BEING ALL OF THAT CERTAIN CALLED 16.00 ACRE TRACT CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13396, PAGE 24 AND A REMAINDER PORTION OF THOSE CERTAIN TRACTS CONVEYED TO ROBERT H. THERIOT BY DEED RECORDED IN VOLUME 13294, PAGE 1317 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND THE UNDEDICATED PORTIONS OF COMANCHE TRAIL AS USED UPON THE GROUND; SAID 470.60 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**TRACT NO. 1**

BEGINNING at a 1/2-inch iron rod found for the southeast corner of the aforementioned 12.006 acre tract, same being an angle point in the east line of that certain called 537.332 acre tract conveyed to the Lower Colorado River Authority by deed recorded in Volume 526, Page 284 of the Deed Records of Travis County, Texas, said iron rod also being in the north line of Comanche Trail (60' ROW);

THENCE N 27°42'28" E along the common line between said 537.332 acre tract and the herein described tract a distance of 904.06 feet to a 1/2-inch iron rod found for the southwest corner of that certain 1.00 acre tract described in deed to Theriot Family Partnership No. 1, Ltd. by deed recorded in Volume 13089, Page 195 of the Real Property Records of Travis County, Texas;

THENCE N 26°46'40" E along the common line between said 537.332 acre tract and 1.00 acre tract a distance of 86.90 feet to a 1/2-inch iron rod found for the northwest corner of said 1.00 acre tract, same being the southwest corner of that certain called 1.00 acre tract conveyed to Ross and Ramona

Headfen by deed recorded in Volume 13175, Page 1199 of the Real Property Records of Travis County, Texas;

THENCE S 63°00'14" E along the common line between said 1.00 acre tracts a distance of 502.14 feet to a 1/2-inch iron rod found for the common east corner of said 1.00 acre tracts;

JOB NO. 140-000 DATE 05-20-00 SHEET 15A CHECK FILED IN FILE NAME GENERAL NOTES	SHEET 6 OF 15	COMANCHE CANYON RANCH  GENERAL NOTES	<b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS <small>4000 Ryskind Street, Suite 100          Austin, Texas 78759</small>	<b>WINKLEY ENGINEERING, INC.</b> <hr/> <small>CIVIL ENGINEERING &amp; CONSULTING SERVICES          1100 West 38th Street - Building 5, Suite 100          Austin, Texas 78740 (512) 389-3842</small>
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THENCE N 27°08'16" E along the east line of those certain four (4) 1.00 acre tracts conveyed to Ross and Ramona Headifen, Stephanie Bradley, Cynthia J. Atwood and Kin Shing Vincent Lee by deeds recorded in Volume 13175, Page 1199, Volume 13244, Page 1391, Volume 13262, Page 1376 and Volume 12337, Page 537 respectively of the Real Property Records of Travis County, Texas a distance of 347.46 feet to a 1/2-inch iron rod found for corner in the south line of that certain called 12.607 acre tract conveyed to Robert K. and Marcy L. Garritt by deed recorded in Document No. 2000073952 of the Office Public Records of Travis County, Texas;

THENCE easterly and northerly along the common line between said 12.607 acre tract and the herein described tract the following two (2) courses:

1. S 63°0'04" E a distance of 563.14 feet to a 1/2-inch iron rod found for corner;
2. N 27°06'52" E a distance of 324.25 feet to a 1/2-inch iron rod found for corner in the south line of that certain 124.547 acre tract conveyed to Travis County by deed recorded in Document No. 1999020211 of the Official Public Records of Travis County, Texas;

THENCE easterly along the common line between said 129.13 acre tract and the herein described tract the following two (2) courses:

1. S 61°58'21" E a distance of 200.87 feet to a 1/2-inch iron rod found for corner;
2. S 62°57'15" E a distance of 630.60 feet to a 1/2-inch iron rod found for the southeast corner of said 129.13 acre tract, same being the southwest corner of that certain 4.26 acre tract conveyed to Peter C. Strickland by deed recorded in Volume 11076, Page 733 of the Real Property Records of Travis County, Texas;

THENCE easterly along the common line between said 4.26 acre tract and 1.85 acre tract conveyed to John K. Strickland by deed recorded in Volume 11076, Page 739 and remainder of a

12.95 acre tract conveyed to John K. Strickland by deed recorded in Volume 5429, Page 1658 and 1.52 acre tract conveyed to Edwin L. Strickland III by deed recorded in Volume 11076, Page 730 of the Real Property Records of Travis County, Texas and the herein described tract the following two (2) courses:

1. S 63°16'13" E a distance of 1,333.96 feet to a 1/2-inch iron rod found for corner;
2. N 47°16'46" E a distance of 67.71 feet to a 1/2-inch iron rod found for corner in the south line of Bullick Hollow Drive (ROW Varies);

THENCE easterly along said south line of Bullick Hollow Drive the following two (2) courses:

1. S 41°53'29" E a distance of 39.91 feet to the point of curvature of a curve to the left;

JOB NO. 14-010 DATE 10-20-08 DRAWN CHECKED REVISIONS FILE NAME	SHEET 7 OF 16	COMANCHE CANYON RANCH  GENERAL NOTES	<b>HOLFORD GROUP</b> DEVELOPMENT CONSULTANTS <small>4023 International Airport Rd. Suite 100 Austin, Texas 78719</small> <small>512-348-1111</small>	<b>WINKLEY ENGINEERING, INC.</b> <small>CIVIL ENGINEERING &amp; CONSULTING SERVICES</small> <small>7701 Hwy 280 South - Building 15 Suite 100 Austin, Texas 78748 (512) 348-8848</small>
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2. a distance of 65.54 feet along the arc of said curve to the left having a central angle of  $04^{\circ}2'38''$ , a radius of 891.08 feet and a chord which bears  $S 40^{\circ}6'39'' E$  a distance of 65.52 feet to a 1/2-inch iron rod found for the intersection of said south line of Bullick Hollow Drive with the west line of Oasis Bluff Drive (80' ROW);

THENCE southerly along said west line of Oasis Bluff Drive the following ten (10) courses:

1.  $S 44^{\circ}0'45'' W$  a distance of 55.41 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
2. a distance of 251.61 feet along the arc of said curve to the right having a central angle of  $31^{\circ}20'21''$ , a radius of 460.00 feet and a chord which bears  $S 59^{\circ}2'24'' W$  a distance of 248.48 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
3.  $S 75^{\circ}21'39'' W$  a distance of 158.95 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
4. a distance of 369.87 feet along the arc of said curve to the right having a central angle of  $39^{\circ}4'40''$ , a radius of 540.00 feet and a chord which bears  $S 55^{\circ}8'37'' W$  a distance of 362.68 feet to a 1/2-inch iron rod found for the end of said curve;
5.  $S 36^{\circ}0'21'' W$  a distance of 124.98 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
6. a distance of 270.96 feet along the arc of said curve to the right having a central angle of  $33^{\circ}4'58''$ , a radius of 460.00 feet and a chord which bears  $S 53^{\circ}5'33'' W$  a distance of 267.06 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
7.  $S 69^{\circ}54'39'' W$  a distance of 990.93 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;
8. a distance of 515.91 feet along the arc of said curve to the left having a central angle of  $54^{\circ}44'23''$ , a radius of 540.00 feet and a chord which bears  $S 42^{\circ}5'04'' W$  a distance of 496.51 feet to a 1/2-inch iron rod found for the point of tangency of said curve;
9.  $S 15^{\circ}9'22'' W$  a distance of 210.32 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
10. a distance of 308.85 feet along the arc of said curve to the right having a central angle of  $38^{\circ}28'08''$ , a radius of 460.00 feet and a chord which bears  $S 34^{\circ}20'22'' W$  a distance of 303.08 feet to a 1/2-inch iron rod found for the intersection of said west line of Oasis Bluff Drive with the northeast line of Comanche Trail (60' ROW);

JOB NO. 140-000  
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 FILED IN 140  
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**COMANCHE CANYON RANCH**

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**GENERAL NOTES**

**HOLFORD GROUP**  
 DEVELOPMENT CONSULTANTS  
4000 International Boulevard, Suite 100  
 Austin, Texas 78759

**WINKLEY ENGINEERING, INC.**  
CIVIL ENGINEERING & CONSULTING SERVICES  
 7525 Hwy 380 South - Building 11, Suite 100  
 Austin, Texas 78748 (512) 338-3882