

**AMENDED AND RESTATED THIRD AMENDMENT TO COMMERCIAL CONTRACT
– UNIMPROVED PROPERTY**

This Amended and Restated Third Amendment to Commercial Contract-Unimproved Property (this "A&R Third Amendment") is entered into to be effective as of October 11, 2017 (the "Effective Date"), by and between LAKEWAY MUNICIPAL UTILITY DISTRICT ("Seller") and HSD-LAKEWAY HOLDINGS, LTD, OR ASSIGNS ("Buyer").

RECITALS:

A. Contract: Buyer and Seller are parties to a Commercial Contract-Unimproved Property dated effective March 31, 2016, as amended by First Amendment dated September 27, 2016 (the "First Amendment"), as further amended by Second Amendment dated June, 2017 (the "Second Amendment"), and as further amended by Third Amendment dated October 11, 2017 (the "Original Third Amendment") (collectively, the "Contract") concerning certain real property situated at 1931 Lohmans Crossing, Lakeway, Texas, and being more particularly defined in the Contract (the "Property").

B. Amendment. Buyer and Seller desire to amend the Contract by restating the Original Third Amendment in its entirety; thus upon full execution of this A&R Third Amendment, the Original Third Amendment will be superseded and replaced by this A&R Third Amendment, and the Original Third Amendment will be of no further force or effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree and amend the Contract as follows:

1. Defined Terms. All capitalized terms in this A&R Third Amendment shall have the same meanings as in the Contract, unless otherwise defined herein.

2. Closing; Closing Extensions.

a. Seller and Buyer acknowledge and agree that as of the Effective Date of this A&R Third Amendment, and pursuant to Section 7 of the Special Provisions Addendum to the Contract, Buyer has (i) exercised the first Closing Extension and has deposited with the Title Company the first Closing Extension Payment of \$10,000.00 which extended Closing to April 2, 2017; (ii) exercised the second Closing Extension and has deposited with the Title Company the second Closing Extension Payment of \$10,000.00, which extended Closing to May 3, 2017; (iii) exercised the third Closing Extension and has deposited with the Title Company the third Closing Extension Payment of \$15,000.00, which extended Closing to June 2, 2017; (iv) exercised the fourth Closing Extension and has deposited with the Title Company the fourth Closing Extension Payment of \$15,000.00 which extended Closing to July 3, 2017; (v) exercised the fifth Closing Extension and has deposited with the Title Company the fifth Closing Extension Payment of \$15,000.00 which extended Closing to August 2, 2017; (vi) exercised the sixth Closing

Extension and has deposited with the Title Company the sixth Closing Extension Payment of \$20,000.00 which extended Closing to September 1, 2017; (vii) exercised the seventh Closing Extension and has deposited with the Title Company the seventh Closing Extension Payment of \$20,000.00 which extended Closing to October 1, 2017; (viii) exercised the eighth Closing Extension and has deposited with the Title Company the eighth Closing Extension Payment of \$20,000.00 which extended Closing to November 1, 2017; and (ix) exercised the ninth Closing Extension and has deposited with the Title Company the ninth Closing Extension Payment of \$20,000.00 which extended Closing to December 2, 2017.

b. Intentionally deleted.

3. Option for More Than One Closing. Section 4 of the Second Amendment to the Contract is hereby deleted in its entirety and replaced with the following:

"4. Option for More Than One Closing.

a. Notwithstanding anything to the contrary contained within the Contract, Seller and Buyer hereby agree that Buyer may elect to close on the Property in more than one closing, the first of which (the "Initial Closing") may be in two parts, 1A and 1B, the first part of which (the "1A Closing"), was closed on or before *October 20, 2017*, but was only on that certain tract of land containing approximately 4.88 acres (the "Police Station Tract"), and being more particularly identified as Lot 2 ("Lot 2") on the resubdivision plat recorded under Document No. 201700243 of the Official Public Records of Travis County, Texas and attached as Exhibit A hereto and incorporated herein for all purposes (the "Police Station Plat"). The second part of the Initial Closing (the "1B Closing") shall close on or before *December 2, 2017* and shall be only on that certain 10.324 acre tract of land described by metes and bounds on Exhibit B attached hereto, containing the following: (i) approximately 5.732 acres (the "Senior Apartment Site"), and being more particularly identified as Lot 4 ("Lot 4") on the proposed resubdivision plat attached as Exhibit C hereto and incorporated herein for all purposes (the "Proposed Plat"); (ii) approximately 0.047 acres and being more particularly identified as Lot 5 ("Lot 5") and marked as the "L.S.E. and D.E. Lot" on the Proposed Plat; (iii) approximately 1.835 acres and being more particularly identified as Lot 6 ("Lot 6") and marked as the "Det. and W.Q. Lot" on the Proposed Plat; and (iv) approximately 2.719 acres and comprising that real property being more particularly identified on the Proposed Plat as Bella Toscana Blvd., Lohmans Spur Road, and a portion of Birrell Street (that portion of Birrell Street within Lakeway M.U.D. F-5 Tank Subdivision, a subdivision in Travis County, Texas according to the map or plat of record in Document Number 200800329, Official Public Records of Travis County, Texas). The last closing

(the "Final Closing") shall include the remainder of the Property (the "Remainder Property"). If Buyer elects to close in multiple separate closings, as provided for herein, Buyer shall exercise such option by providing Seller with written notice of same at least five (5) days prior to the applicable scheduled Closing Date. In such event, the following shall apply:

- i.
 - A. The Sales Price for the Police Station Tract is Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00);
 - B. The Sales Price for 10.324 acre tract of land described on Exhibit B attached hereto, shall be Three Million One Hundred Fifty Thousand and No/100 Dollars (\$3,150,000.00); and
 - C. The Sales Price for the Remainder Property shall be Seven Million and No/100 Dollars (\$7,000,000.00); and
 - ii. The Earnest Money and any Closing Extension Payments that are applicable to the Sales Price, will NOT be applied to the Sales Price due at the 1A Closing on the Police Station Tract and will NOT be applied to the Sales Price due at the 1B Closing, but will be retained on deposit with the Title Company and/or the Seller as applicable, and applied to the Sales Price for the Remainder Property at the Final Closing.
 - iii. All subsequent closing extensions that may exist pursuant to the Contract must continue to be exercised by the Buyer (and the applicable extension payments must continue to be paid by the Buyer) until the Final Closing occurs, irrespective of whether Buyer elects to close in multiple closings as provided for herein.
- b. As consideration for the exercise by Buyer of the option to close in multiple separate closings as provided for herein, and as a condition to Seller's obligations under the Contract, Buyer shall satisfy all of the following (collectively, the "Closing Conditions"):
- i. On or before the 1A Closing, Buyer shall, at Buyer's sole cost and expense, subdivide the Police Station Tract pursuant to the Police Station Plat attached hereto as Exhibit A and incorporated herein, so that at the 1A Closing, Seller shall convey the Police Station Tract to Buyer as a legally subdivided lot. Seller shall not be obligated to incur any costs associated with the subdivision process for the Police Station Tract, or any subsequent plat that may be filed by Buyer in conjunction with the development of the Property.

ii. At the 1B Closing, Seller and Buyer agree that Seller shall convey to Buyer the 10.324 acre tract of land described on Exhibit B attached to this A&R Third Amendment.

iii. In conjunction with the development of the 10.324 acre tract of land described by metes and bounds on Exhibit B attached hereto, Buyer shall: (i) proceed to finalize and record in the Official Public Records of Travis County, a subdivision plat for such property (the "Phase 2 Plat"), which plat shall be substantially in accordance with the Proposed Plat attached hereto as Exhibit C hereto; and (ii) prepare and deliver to Seller for review and comment, on or before *January 16, 2018*, drafts of the Tank Site Storm Water Easement and the Pond Agreement with all necessary exhibits thereto. The Pond Agreement shall include, without limitation, that the Buyer shall complete construction of the Pond by *October 20, 2018*, and shall further obligate Buyer, or its designee, to provide ongoing maintenance of the Pond at no cost to Seller. Buyer and Seller agree to execute the Pond Agreement within ten (10) days of mutual approval of the Pond Agreement, and Buyer shall record the Tank Site Storm Water Easement in the Official Public Records of Travis County, Texas within ten (10) days after mutual approval, but in any event prior to *October 20, 2018*.

iv. In conjunction with the development of the Remainder Property, Buyer shall prepare and deliver to Seller for review; a proposed subdivision plat for the Remainder Property (the "Proposed Phase 3 Plat"). Upon approval of the Proposed Phase 3 Plat by Seller and all applicable governmental authorities, and once recorded in the Official Public Records of Travis County, Texas, such plat shall be referred to herein as the "Final Phase 3 Plat" (so defined"). The Final Phase 3 Plat shall create a separate legally subdivided lot over that certain 3.648 acre tract of land defined as the Waterline Relocation Area and described on Exhibit A to the Contract. The Waterline Relocation Area is expressly excluded from the Property subject to the Contract.

v. With respect to the Remainder Property, the closing on the Remainder Property shall occur within eighteen (18) months of the 1A Closing (the "Final Closing Extension Period"), on a date to be determined by Buyer by providing Seller with at least thirty (30) days prior written notice. Prior to the Final Closing, and as a condition to Seller's obligation to close the Remainder Property, Buyer shall have satisfied all of the Conditions to Closing as detailed in Section 7 of the Special Provisions Addendum to the Contract. Buyer shall be liable to pay to Seller a closing extension fee (the "Final Closing Extension Fee") for each thirty (30) days period during the Final Closing Extension Period, which Final Closing Extension Fee is payable in advance, and without notice or demand, and is non-refundable in all instances other than a Seller default, and shall be IN ADDITION

TO and NOT APPLICABLE to the Sales Price for the Remainder Property. The initial Final Closing Extension Fee shall be due and payable on the 1B Closing date and each subsequent Final Closing Extension Fee shall be due and payable in advance on the expiration of each thirty day period thereafter until the occurrence of the Final Closing date. The Final Closing Extension Fee shall be in the amount of \$30,000.00 for each thirty day period or part thereof during the Final Closing Extension Period.

c. In addition to the Final Closing Extension Period, and provided Buyer is not in default under the Contract, Buyer may elect to further extend the Final Closing for up to six (6) additional periods of thirty (30) days each (the "Additional Final Closing Extension Period") by (i) notifying Seller in writing of such extension and (ii) by depositing the applicable Closing Extension Payment with the Seller, both of which must occur at least five (5) days prior to the scheduled Closing Date (as same may have been previously extended pursuant to the valid exercise of a prior Closing Extension). The Closing Extension Fee for each thirty day period during the Additional Final Closing Extension Period shall be \$35,000.00 each; all of which shall be non-refundable to Buyer in all instances, and shall be IN ADDITION TO and NOT APPLICABLE TO the Sales Price at Closing."

D. Ratification. In all other respects, the Contract shall continue in full force and effect, unmodified except to the extent provided herein, and Seller and Buyer hereby RATIFY and AFFIRM the same.

E. Counterparts. This A&R Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (email) copies of the signature pages to this A&R Third Amendment shall be deemed to be originals for all purposes of the A&R Third Amendment.

F. Conflict. In the event there is any conflict between the terms and provisions of the Contract and this A&R Third Amendment, the terms and provisions of this A&R Third Amendment shall control.

G. Modifications. This A&R Third Amendment and the Contract cannot be modified in any manner other than by written modification executed by Seller and Buyer.

H. Successors and Assigns. This A&R Third Amendment is binding upon and inures to the benefit of Seller and Buyer and their respective successors and assigns.

I. Representations and Warranties. Seller and Buyer represent and warrant to each other respectively that they have the requisite power and authority to enter into this Third

Amendment; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this A&R Third Amendment; that the signatories executing this A&R Third Amendment on behalf of Seller and Buyer have been duly authorized and empowered to execute this Amendment on behalf of Seller and Buyer, respectively; and that this A&R Third Amendment is valid and shall be binding upon and enforceable against Seller and Buyer and their respective successors and assigns and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed to be effective on the Effective Date of this Amendment.

SELLER:

LAKEWAY MUNICIPAL UTILITY DISTRICT

By: Larry Burmeister
Name: LARRY BURMEISTER
Title: PRESIDENT

BUYER:

HSD-Lakeway Holdings, Ltd.,
a Texas limited partnership

By: HSD-Lakeway GP, Inc.,
A Texas corporation
Its General Partner

By: _____
Name: _____
Title: _____

Executed to be effective on the Effective Date of this Amendment.

SELLER:

LAKEWAY MUNICIPAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

BUYER:

HSD-Lakeway Holdings, Ltd.,
a Texas limited partnership

By: HSD-Lakeway GP, Inc.,
A Texas corporation
Its General Partner

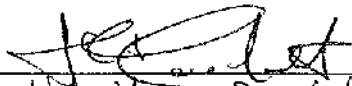
By:  _____
Name: Haythem Dawlett
Title: President

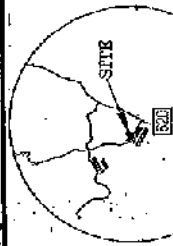
EXHIBIT A
COPY OF POLICE STATION PLAT

[SEE ATTACHED]

201700243

10.11.17

RESUBDIVISION OF THE FINAL PLAT OF LAKEWAY M.U.D. E5 TANK



SCALE 1" = 100'

LEGEND

- 1/2" DIA. IRON NAILS (SEE PLAN)
- 1/2" DIA. IRON NAILS (SEE PLAN)
- 4" DIA. IRON NAILS (SEE PLAN)
- 1" DIA. IRON NAILS (SEE PLAN)
- APPROXIMATE TO OWNERS RECORD PLAT
- APPROXIMATE TO OWNERS RECORD

TOTAL NUMBER OF LOTS: 2
 MUNICIPAL UTILITY: 2
 ROAD LOTS: 2

Lot No.	Area	Perimeter	Remarks
1	1.044 ACRES	567.00 FT.	MUT TANK
2	4.956 ACRES	2142.33 FT.	MUT TANK

Area	Length	Bearing	Area	Perimeter
1	1.044	567.00	1.044	567.00
2	4.956	2142.33	4.956	2142.33

AREA TABLE	
AREA HIGH SURVEY	6.000 ACRES (261,774 sq. ft.)
AREA OF LOTS	6.000 ACRES (261,774 sq. ft.)
LOT NO.	1
AREA	1.044 ACRES
PERIMETER	567.00 FT.
LOT NO.	2
AREA	4.956 ACRES
PERIMETER	2142.33 FT.

ENGINEER & SURVEYOR:
 CARLSON, BECHTOLD & DEERMAN, INC.
 5503 WEST WILLOW CANYON DRIVE
 AUSTIN, TEXAS 78740
 (512) 251-5180 phone
 (512) 251-5185 fax

PERMITS: MUNICIPAL UTILITY DISTRICT
 DATES: SEPTEMBER 28, 2016
 TRAVIS COUNTY, TEXAS

DATE: SEPTEMBER 01, 2017
 OWNER: MUNICIPAL UTILITY DISTRICT
 LAKEWAY MUNICIPAL UTILITY DISTRICT
 440 W. WILLOW CANYON DRIVE
 LAKEWAY, TEXAS 78724
 (512) 251-5222 phone
 (512) 251-5221 fax

ADJACENT: 6.000 ACRES
 T.C. B.B. CO. SURVEY NUMBER 198,
 RESTRICT. NUMBER 225

BENCH-MARK NAMES:
 BM1 = 1/2" CAPRED IRON ROD
 SHARPEY IRON ROD
 N. 1089892.9
 E. 2447701.6
 ELEV. = 844.27'

BM2 = 1/2" IRON ROD IN CONCRETE
 N. 1089892.7
 E. 2447701.2
 ELEV. = 842.56'

SHEET NO. 1 OF 4

Carlson, Bechtold & Deerman, Inc.
 5503 West Willow Canyon Drive
 Austin, Texas 78740
 Phone: (512) 251-5180
 Fax: (512) 251-5185

LAKEWAY M.U.D. E5 TANK - 2 LOTS LAKEWAY CITY CENTER.dwg

RESUBDIVISION OF THE FINAL PLAT OF LAKEWAY M.U.D. E5 TANK

GENERAL NOTES

1. PRIOR TO CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (SEWER AND DRAINAGE) PLANS, DETAILS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF LAKEWAY FOR REVIEW AND APPROVAL.
2. THE LAYOUT OF STREETS, ALLEYS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAN AND ANY PORTIONS OF CURBS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OR LOTS DEVELOPED BY THIS PLAN IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY COUNCIL OF THE CITY OF LAKEWAY, TARRANT COUNTY, TEXAS. THE CITY OF LAKEWAY DOES NOT ASSUME ANY RESPONSIBILITY TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAN OR ANY PORTIONS OF CURBS OR CURBLINE EXTENSIONS THEREON. THE LOCATION OF TRAFFIC-CONTROL SIGNS, SUCH AS SPEED LIMITS, "STOP" AND "YIELD" SIGNS ETC. SHALL REMAIN THE RESPONSIBILITY OF THE DEVELOPER. ALL CURB CUTS, ENTRANCES AND EXITS ONTO PUBLIC STREETS OR ALLEYS SHALL BE APPROVED BY THE CITY OF LAKEWAY, TEXAS.
3. THE CONSTRUCTION OF PUBLIC AND PRIVATE UTILITIES AND SUBDIVISION IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF LAKEWAY'S CODE SECTION 2205 AND 22.05.
4. TRAFFIC CONTROL SIGNS (STOP SIGNS, ETC.) TO BE INSTALLED BY THE DEVELOPER WILL BE LOCATED AND DETERMINED AS APPROVED BY THE CITY OF LAKEWAY ENGINEER AND SHALL BE SHOWN ON THE APPROVED STREET CONSTRUCTION PLANS FOR THE SUBDIVISION.
5. DRIVEWAY GRADES SHALL BE WITHIN THE LIMITS ESTABLISHED BY THE CITY OF LAKEWAY'S ORDINANCE NO. 24.02.01.01.
6. COMMERCIAL GRAVITY LOCATIONS SHALL BE APPROVED BY THE CITY OF LAKEWAY'S DEVELOPMENTAL DEPARTMENT.
7. PUBLIC STORMWATER SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE TUSCON VILLAGE PUB. LATEST AMENDMENT.
8. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THOSE SET BY THE PAID ORDINANCE NO. 2018-12-11-09. NO RESUBDIVISION OTHER THAN DIMENSIONS IS ALLOWED WITHIN THE FRONT-OF-LAW.
9. ALL SIGNS SHALL COMPLY WITH THE CITY OF LAKEWAY'S SIGN ORDINANCE IN EFFECT AT THE TIME OF SIGN PERMIT APPROVAL.
10. ALL RECORDED DESCRIPTIVE CONDITIONS AND RESTRICTIONS FROM THE PREVIOUS SUBDIVISION APPLY TO THIS RESUBDIVISION.

UNRECORDED NOTES

1. THIS SUBDIVISION IS LOCATED IN THE LAW, TARRANT COUNTY, TEXAS. ALL UTILITIES AND SERVICES COVER ARE LIMITED BY PROVISIONS OF THE CITY OF LAKEWAY'S ORDINANCE.
2. ANY CONSTRUCTION SHALL BE PERMITTED ON LOTS EXCEPT THOSE EXCEPTED UNLESS A VARIANCE OR WAIVER IS GRANTED BY THE CITY OF LAKEWAY.
3. GUT AND GULL WHICH THIS SUBDIVISION SHALL NOT EXCEED 18 FEET OF DEPTH EXCEPT WHERE A WAIVER IS GRANTED.
4. NO FILL SHALL BE PLACED ON ANY LOT PRIOR TO ISSUANCE OF A SITE DEVELOPMENT PERMIT.
5. STORM CONCRETE AND REVISION FOR THE SITE CONSTRUCTION IN ACCORDANCE WITH THE CITY OF LAKEWAY'S ORDINANCE 2011-01-18-09, DIV. 2 (D.C. 2).
6. EVERY LOT IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF LAKEWAY'S SITE OCCUPANCE PRIORITIES. NO SITE CEMENTATION, EXCAVATION, GRADING OR LANDFILL SHALL COMMENCE UNLESS A PERMIT SHALL HAVE FIRST BEEN ISSUED FOR SUCH WORK IN ACCORDANCE WITH THE PROVISIONS OF LAKEWAY'S ORDINANCE.
7. ALL DEVELOPMENT WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE CITY OF LAKEWAY'S DEVELOPMENT ORDINANCE NO. 2000-12-16-5, EXCEPT AS AUTHORIZED BY RESUBDIVISION PROBLEM 2 PER AMENDMENT.
8. THIS PROPERTY IS LOCATED WITHIN THE CITY OF LAKEWAY, TEXAS.


UTILITY NOTES

1. ORGANIZED WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED IN ACCORDANCE WITH REG. NO. 17. CULVERT PLANS AND SPECIFICATIONS FOR IMPROVEMENTS SHALL BE APPROVED BY MUD NO. 47 PRIOR TO CONSTRUCTION.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE DESIGNED UNDER, OVERLAIN BY A PUBLIC WATER SYSTEM AND A PUBLIC WASTEWATER SYSTEM.
3. LOCAL (ON-LOT) DRAINAGE SYSTEMS, THIS SUBDIVISION SHALL BE DESIGNED BY UNDERGROUND UTILITIES.
4. LANDSCAPING AND OTHER IMPROVEMENTS CONTAINED IN A PUBLIC UTILITY EXCAVATION THAT ARE DAMAGED DUE TO UTILITY LINE MAINTENANCE OR REINSTALLATION SHALL BE REPLACED AT THE OWNER'S EXPENSE.
5. THE ELECTRIC UTILITY HAS THE RIGHT TO CUT AND TRIM TREES AND SHRUBS AND REMOVE OBSTRUCTIONS TO THE RIGHT NECESSARY TO KEEP EASEMENTS CLEAR OF OBSTRUCTIONS.
6. ADDITIONAL DRAINAGE, PUBLIC UTILITY OR ELECTRICAL EASEMENTS MAY BE REQUIRED TO BE MADE AVAILABLE BY THE OWNER TO THE CITY OF LAKEWAY AND UTILITY COMPANIES AS NECESSARILY REQUIRED FOR DEVELOPMENT OF THIS SUBDIVISION. EASEMENT ADDRESS FOR ALL EASEMENTS SHALL BE PROVIDED.
7. EVERY LOT IN THIS SUBDIVISION NOT ON AN ORGANIZED WASTEWATER SYSTEM IS SUBJECT TO THE REGULATIONS OF THE LOWER BROWNWOOD TOWN (LBTWA) OR THE TARRANT COUNTY CREEK WASTEWATER FACILITY PROGRAM (CCWTF). NO PRIVATE SEWER FACILITY MAY BE USED UNLESS THE FACILITY HAS BEEN APPROVED AND LICENSED BY THE LBTWA OR TARRANT. LOT SIZE, REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL TOWNAL SEWER FACILITIES SHALL COMPLY TO THE REGULATIONS OF THE CITY OF LAKEWAY AND ANY OTHER ENTITY SERVING APPROX. 06-16-02.
8. SPECIAL WASTEWATER SERVICE NOTES CONDITIONAL UPON THE FINAL FLOOR PLAN SUBMISSION OF SUBDIVISION: IF IT IS POSSIBLE THAT CERTAIN LOTS IN THIS SUBDIVISION COULD BENEFIT FROM INSTALLATION OF A PRIVATE WASTEWATER PUMP IN ORDER TO ACCESS THE COUNTRY WASTEWATER TANK THE INSTALLATION, IF REQUIRED, OF A PRIVATE WASTEWATER PUMP TO SERVICE AN INDIVIDUAL LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER AND NOT THE RESPONSIBILITY OF THE DEVELOPER, CITY OR WASTEWATER SERVICE PROVIDER.

DRAINAGE NOTES

1. NO DEVELOPMENT OR CONSTRUCTION SHALL TAKE PLACE ON ANY LOT UNTIL CONSTRUCTION PLANS FOR SITE DRAINAGE AND MAINTENANCE ARE APPROVED BY THE CITY OF LAKEWAY.
2. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC UTILITY FACILITIES, STORM WATER DRAINAGE FACILITIES, ON-SITE WASTEWATER FACILITIES AND REARSIDE DITCHES IN PUBLIC RIGHT-OF-WAY ONCE THE LOTS ADJACENT TO THE RIGHT-OF-WAY IS DEVELOPED. MAINTENANCE SHALL BE TO THE STANDARD AND SHALL BE MAINTAINED IN THE DEVELOPMENT OR DRAINAGE IN EFFECT AT THE TIME OF MAINTENANCE IS REQUIRED.
3. THE OWNER OF ANY LOT (DEVELOPER OR OWNER) SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS NECESSARY TO CONNECT THE 100 YEAR STORM THROUGH THE SURFACE LOT IN THE DRAINAGE EASEMENTS DESIGNATED ON THE SUBDIVISION PLAN VIA SEWERAGE EASEMENTS.
4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS FROM ALL LOTS. ACCESS SHALL NOT BE PROHIBITED BY GOVERNMENTAL AUTHORITY.
5. ALL PUBLIC UTILITY EASEMENTS INDICATED ALONG ALL SIDES AND REAR OF LOTS SHALL BE MAINTAINED AS DRAINAGE EASEMENTS AND BE FREE OF OBSTRUCTIONS.
6. NO OBJECTS, INCLUDING BUT NOT LIMITED TO SIGNAGES, FENCES OR ENCLOSURES, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF LAKEWAY.
7. THE CONSTRUCTION AND MAINTENANCE OF ALL DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO STORM SEWER PIPING AND APPURTENANCES SUCH AS MANHOLES, ETC. INSTALLED IN STREET RIGHTS-OF-WAY DESIGNATED AS "PROMPT" SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSORS, OR ASSIGNEE, OR THE SUBDIVISION HOMEOWNERS ASSOCIATION.

SHEET NO. 3 OF 4



Cadson, Briggance & Doering, Inc.
PLANNING ENGINEERS REG. # 102-600

4801 West Loop South, Suite 1100, Dallas, TX 75240 4801 West Loop South, Suite 1100, Dallas, TX 75240
Phone: (214) 770-1140 Fax: (214) 242-0125

PATH-J:\MUD2\SURVEY\PLAT - LAKEWAY CITY CENTER.dwg

201700243

RESUBDIVISION OF THE FINAL PLAT OF LAKEWAY M.U.D. E5 TANK

STATE OF TEXAS
COUNTY OF TRAVIS

THAT LARRY M. ULLICH, OWNER OF THAT CERTAIN LOT 1, LAKEWAY M.U.D. E5 TANK SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NO. 200902028 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING OUT OF AND A PART OF THE T.C. & R.C. SURVEY NUMBER 180, ABSTRACT NUMBER 2520, SITUATED IN TRAVIS COUNTY, TEXAS, DO HEREBY SUBMIT THE FOLLOWING PLAT AND IN ACCORDANCE WITH THE PLAT SHOWN HERETO, TO BE KNOWN AS:

RESUBDIVISION OF THE FINAL PLAT OF LAKEWAY M.U.D. E5 TANK

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HERETO, AND WE DO HEREBY DEVOLVE TO THE PUBLIC THE USE OF ALL EASEMENTS REMAINING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 26th DAY OF September 2017.

Paul Foster
PAUL FOSTER
LAKEWAY M.U.D.
1037 HICKMAN GARDEN ROAD
AUSTIN, TEXAS 78744

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAUL FOSTER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF EVIDENCE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTES THE SAID INSTRUMENT AND CONSENTS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 26th DAY OF SEPT. 2017, A.D.

Paul Foster



APPROVED BY THE CITY COUNCIL:

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF LAKEWAY, TEXAS.

Paul Foster 11-4-2017
MAYOR, CITY OF LAKEWAY, TEXAS DATE

ACTION:

John Truchette

CITY SECRETARY

CERTIFICATION BY CODE OFFICIAL:

THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF THE CITY OF LAKEWAY ON THIS 3rd DAY OF October 2017.

Ray L... 10/3/17
CODE OFFICIAL, CITY OF LAKEWAY, TEXAS DATE

APPROVAL BY THE ZONING AND PLANNING COMMISSION:

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF LAKEWAY, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

Jason Brant 10/3/17
CHIEF ZONING AND PLANNING COMMISSIONER DATE

CERTIFICATION BY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17:

THE TRACT OF LAND DESCRIBED ON THIS PLAT IS WITHIN THE JURISDICTION OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) NO. 17 AND HAS WITHIN WATERWATER SERVICE AVAILABLE.

Jason Brant 9/20/17
JASON BRANT, GENERAL MANAGER, WCID NO. 17 DATE

STATE OF TEXAS
COUNTY OF TRAVIS

I, ANNA DEBBARD, CLERK OF TRAVIS COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 11th DAY OF October 2017, A.D. AT 11:57 O'CLOCK P.M. AND WAS RECORDED ON THE 11th DAY OF October 2017, A.D. AT 11:57 O'CLOCK P.M. OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 901700243.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 11th DAY OF October, 2017, A.D.

A. Rodriguez
A. RODRIGUEZ
CLERK

STATE OF TEXAS
COUNTY OF TRAVIS

I, THE UNDERSIGNED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THIS PLAT COMPLY WITH THE ORDINANCES AND ORDINANCE POLICES ADOPTED BY THE CITY OF LAKEWAY AND OTHER FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS IN EFFECT AT THE TIME THE DEVELOPMENT AGREEMENT WAS ENTERED INTO.

FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN ONE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48353-0100-0101, FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 22, 2014.

ENGINEERING FEE:

Brandon P. McHenry 09-25-2017
BRANDON P. MCHENRY, P.E. NO. 06700
CARLSON BRIGANCE & MOERING, INC.
2501 WEST WILSON DRIVEN DRIVE
AUSTIN, TEXAS 78746
www.cbmbldg.com



STATE OF TEXAS
COUNTY OF TRAVIS

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PREPARE THE PROFESSIONAL SURVEY AND PLAT HERETO, AND I HEREBY CERTIFY THAT THE NOTES, INFORMATION AND PROVISIONS CONTAINED ON THIS PLAT COMPLY WITH THE ORDINANCES ADOPTED BY THE CITY OF LAKEWAY AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND BY ME OR MYSELF AND SUBSTANTIATION.

Jason W. Thompson 20 September 2017
JASON W. THOMPSON, SURV. NO. 6254
CARLSON BRIGANCE & MOERING, INC.
2501 WEST WILSON DRIVEN DRIVE
AUSTIN, TEXAS 78746
www.cbmbldg.com



SHEET NO. 4 OF 4

Carlson, Brigance & Moering, Inc.
10001 N. Mopac Expressway, Suite 400, Austin, TX 78753
Tel: (512) 208-2440 Fax: (512) 208-1865

PATH--J:\ARBA\SURVEY\PLAT - LAKEWAY CITY CENTER.dwg

201700243

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE 10.324 ACRE TRACT

[SEE ATTACHED]

FIELD NOTES

BEING ALL OF THAT CERTAIN 10.324 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE T.C. R.R. CO. SURVEY NUMBER 196, ABSTRACT NUMBER 2526, TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 1, LAKEWAY M.U.D. E5 TANK SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 200800329 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 10.324 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" iron rod found in the south line of the above-mentioned Lot 1, same being in the north right-of-way line of Lohmans Crossing Road (R.O.W. Varles), and also being at the south corner of Lot 1 of the Resubdivision of the Final Plat of Lakeway M.U.D. E5 Tank, as recorded in Document # 201700243, Official Public Records of Travis County, Texas, for the west corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, N29°30'30"E, with the southeast line of said Lot 1 Resubdivision of the Final Plat of Lakeway M.U.D. E5 Tank and with the common line of the remainder of said Lot 1 Lakeway M.U.D. E5 Tank Subdivision, a distance of 199.93 feet to a ½" iron rod found, for the east corner of said Lot 1 Resubdivision,

THENCE, over and across said Lot 1, Lakeway M.U.D. E5 Tank Subdivision, the following eight (8) courses and distances, numbered 1 through 8,

- 1) N77°42'55"E, a distance of 12.61 feet to a ½" iron rod capped set, at the beginning of a curve to the left,
- 2) Along said curve to the left, having a radius of 2975.00 feet, an arc length of 192.31 feet, and a chord that bears N26°16'10"E, a distance of 192.28 feet to a ½" iron rod capped set,
- 3) N24°25'03"E, a distance of 264.47 feet to a ½" iron rod capped set, at the beginning of a curve to the right,
- 4) Along said curve to the right, having a radius of 475.00 feet, an arc length of 501.05 feet, and a chord that bears N54°38'12"E, a distance of 478.15 feet to a ½" iron rod capped set,
- 5) N84°51'22"E, a distance of 53.74 feet to a ½" iron rod capped set, at the beginning of a curve to the left,
- 6) Along said curve to the left, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord that bears N39°51'22"E, a distance of 28.28 feet to a ½" iron rod capped set,
- 7) N05°08'38"W, a distance of 80.28 feet to a ½" iron rod capped set for the northernmost corner of the herein described tract of land, and
- 8) S77°36'49"E, a distance of 365.58 feet to a ½" iron rod capped set for the easternmost corner of the herein described tract of land, same being in the northwest line of Lot 2, Block C, The Oaks at Lakeway Subdivision, as recorded in Document # 201400156, Official Public Records of Travis County, Texas,

THENCE, S28°26'36"W, along the northwest line of said Lot 2 and a common southeast line of said Lot 1, Lakeway M.U.D. E5 Tank Subdivision, a distance of 145.47 feet to a ½" iron rod found, at the west corner of said Lot 2, same being at the north corner of a called 3.88 acre tract of land conveyed

to Yaupon Creek Holdings, LLC in Document # 2012059660, Official Public Records of Travis County, Texas,

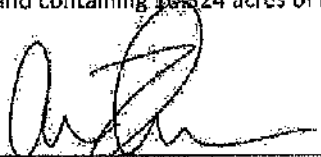
THENCE, S23°21'28"W, a distance of 392.50 feet to a cotton spindle found, at the west corner of said 3.88 acres, same being at the north corner of a called 32.091 acre tract of land conveyed to Reed Family Limited Partnership in Volume 12977, Page 32, Real Property Records of Travis County, Texas,

THENCE, S23°28'25"W, with the northwest line of said 32.091 acres, a distance of 143.24 feet to a ½" iron rod capped set at the beginning of a curve to the right, same being at a northeast corner of Lot 3 of said Resubdivision of the Final Plat of Lakway M.U.D. ES Tank,

THENCE, over and across aforesaid Lot 1 and with the common line of said Lot 3, the following five courses and distances, numbered 1 through 5,

- 1) Along said curve to the left, having a radius of 900.00 feet, an arc length of 48.98 feet, and a chord that bears N01°01'10"W, a distance of 48.98 feet to a ½" iron rod capped set,
- 2) N89°27'37"W, a distance of 100.00 feet to a ½" iron rod capped set at the beginning of a curve to the left,
- 3) Along said curve to the left, having a radius of 1000.00 feet, an arc length of 54.00 feet, and a chord that bears S01°00'26"E, a distance of 54.00 feet to a ½" iron rod capped set,
- 4) N86°02'50"W, a distance of 231.38 feet to a ½" iron rod capped set,
- 5) S29°40'33"W, a distance of 224.81 feet to a ½" iron rod capped set,
- 6) N60°11'44"W, leaving the common line of said Lot 3, a distance of 239.48 feet to a ½" iron rod capped set, at the beginning of a curve to the right,
- 7) Along said curve to the right, having a radius of 3025.00 feet, an arc length of 136.97 feet, and a chord that bears S28°11'22"W, a distance of 136.96 feet,
- 8) S29°29'12"W, a distance of 137.45 feet to a ½" iron rod capped set in the northeast line of aforesaid Lohmans Crossing Road,
- 9) N60°30'47"W, a distance of 60.33 feet to the **POINT OF BEGINNING** of the herein described tract and containing 10.324 acres of land

Surveyed by:

 12 Oct 2017

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



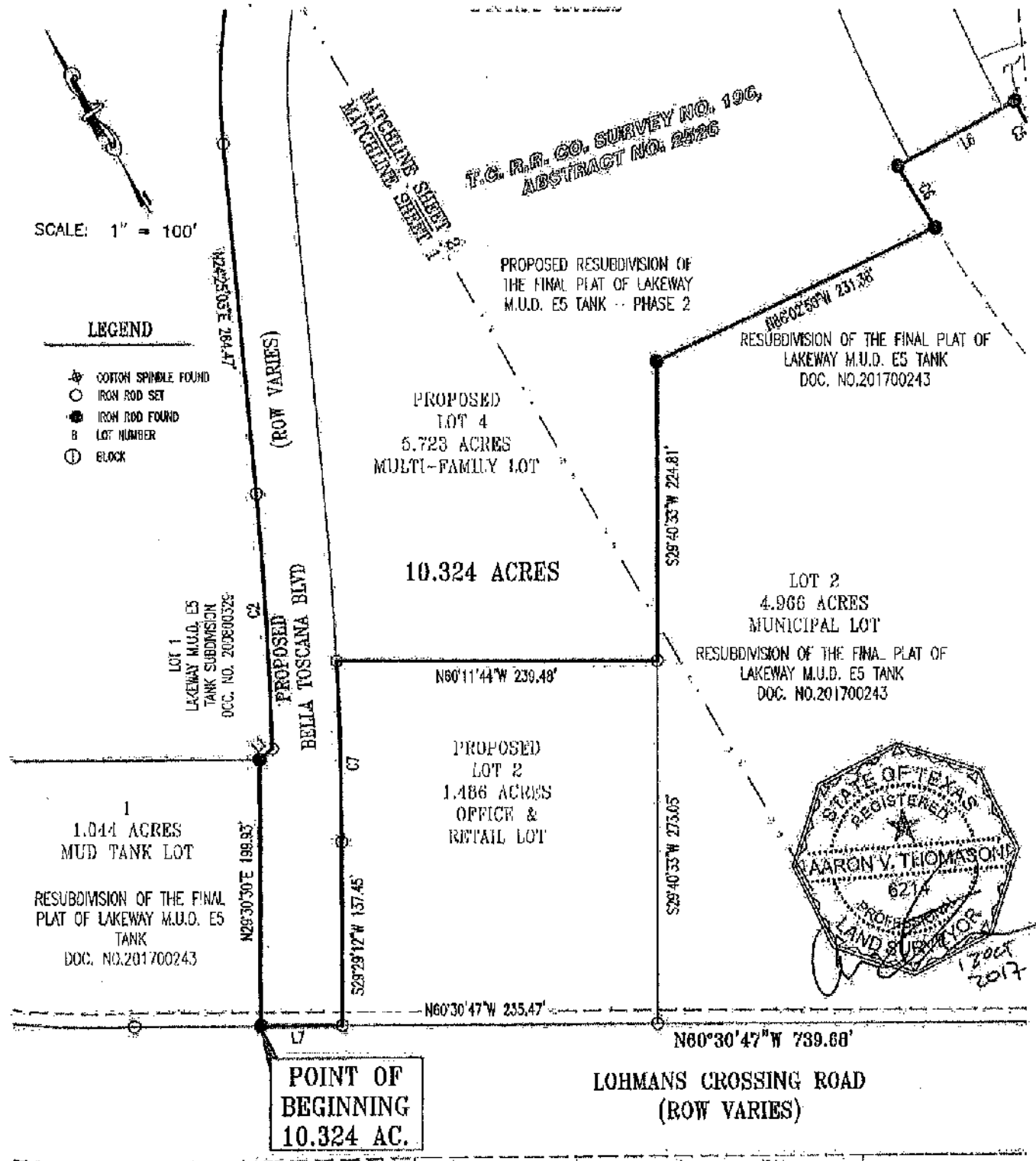
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES


SCALE: 1" = 100'

LEGEND

- ⊕ COTTON SPINDLE FOUND
- IRON ROD SET
- IRON ROD FOUND
- B LOT NUMBER
- ① BLOCK



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brignace & Doering, Inc.

PERM ID: #03791 REG. # 10024900

Civil Engineering Surveying

5301 West William Cannon Austin, Texas 78749

Phone No. (512) 290-5160 Fax No. (512) 290-5165

SKETCH TO ACCOMPANY FIELD NOTES

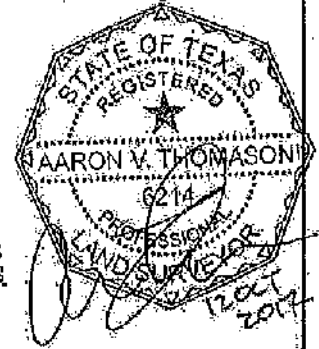
SCALE: 1" = 100'

LOT 1
LAKEWAY M.U.D. E5
TANK SUBDIVISION
DOC. NO.
200800329

PROPOSED
LOT 6
1.835 ACRES DET.
AND W.Q. LOT

LOT 2
THE OAKS AT
LAKEWAY
SUBDIVISION
DOC. NO.
201400158

(3.88 ACRES)
YAUFON CREEK HOLDINGS, L.L.C.
DOB. NO. 2012058660



PROPOSED
LOT 4
5.728 ACRES
MULTI-FAMILY LOT

PROPOSED LORRAN'S STRIP
ROAD (LOT VARIES)

PROPOSED
DIRRELL STREET
(70' R.O.W.)

LOT 1
LAKEWAY M.U.D. E5
TANK SUBDIVISION
DOC. NO.
200800329

10.324 ACRES

FUTURE
RIGHT-OF-WAY
BY OTHERS

PROPOSED
LOT 5
0.047 ACRES
L.S.E. AND D.E.
LOT

T.C. R.R. CO. SURVEY NO. 196,
ABSTRACT NO. 2426

PROPOSED RESUBDIVISION OF
THE FINAL PLAT OF LAKEWAY
M.U.D. E5 TANK - PHASE 2

(32.091 ACRES)
REED FAMILY
LIMITED
PARTNERSHIP
VOL. 12977, PG. 32

RESUBDIVISION OF THE FINAL PLAT OF
LAKEWAY M.U.D. E5 TANK
DOC. NO. 201700243

LEGEND

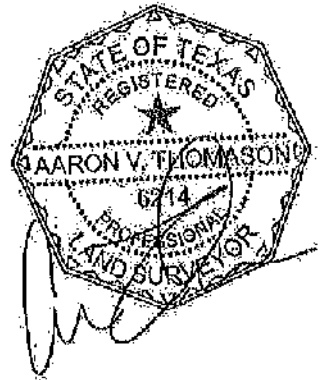
- ⊛ COTTON SPIROLE FOUND
- IRON ROD SET
- IRON ROD FOUND
- 8 LOT NUMBER
- ① BLOCK
- BL BUILDING LINE
- PUE PUBLIC UTILITY EASEMENT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.
 PLANT CITY, FL 33571 REG. # 00024900
 Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 75749
 Phone No. (817) 263-5160 Fax No. (512) 280-5165

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	12.81	N77°42'55"E
L3	53.74	N84°51'22"E
L4	80.28	N05°09'38"W
L5	145.47	S28°26'36"W
L6	100.00	N89°27'37"W
L7	60.33	N80°33'47"W



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C2	192.31	2975.00	N26°16'10"E	192.28	96.19	3°42'13"
C3	501.05	475.00	N54°38'12"E	478.15	276.67	60°26'19"
C4	31.42	20.00	N39°51'22"E	28.28	20.00	90°00'00"
C5	48.98	900.00	N01°01'10"W	48.98	24.50	3°07'06"
C6	54.00	1000.00	S01°00'26"E	54.00	27.01	3°05'39"
C7	136.97	3025.00	S28°11'22"W	136.96	68.50	2°35'40"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.

PERM. TO 973791 REG. # 10024903

Civil Engineering Surveying
 5801 West William Cannon Austin, Texas 78749
 Phone No. (512) 200-5100 Fax No. (512) 200-5165

EXHIBIT C
COPY OF THE PROPOSED PLAT
[SEE ATTACHED]

