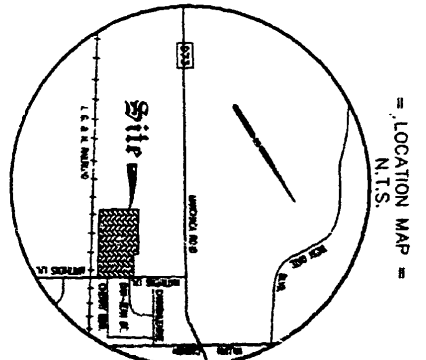
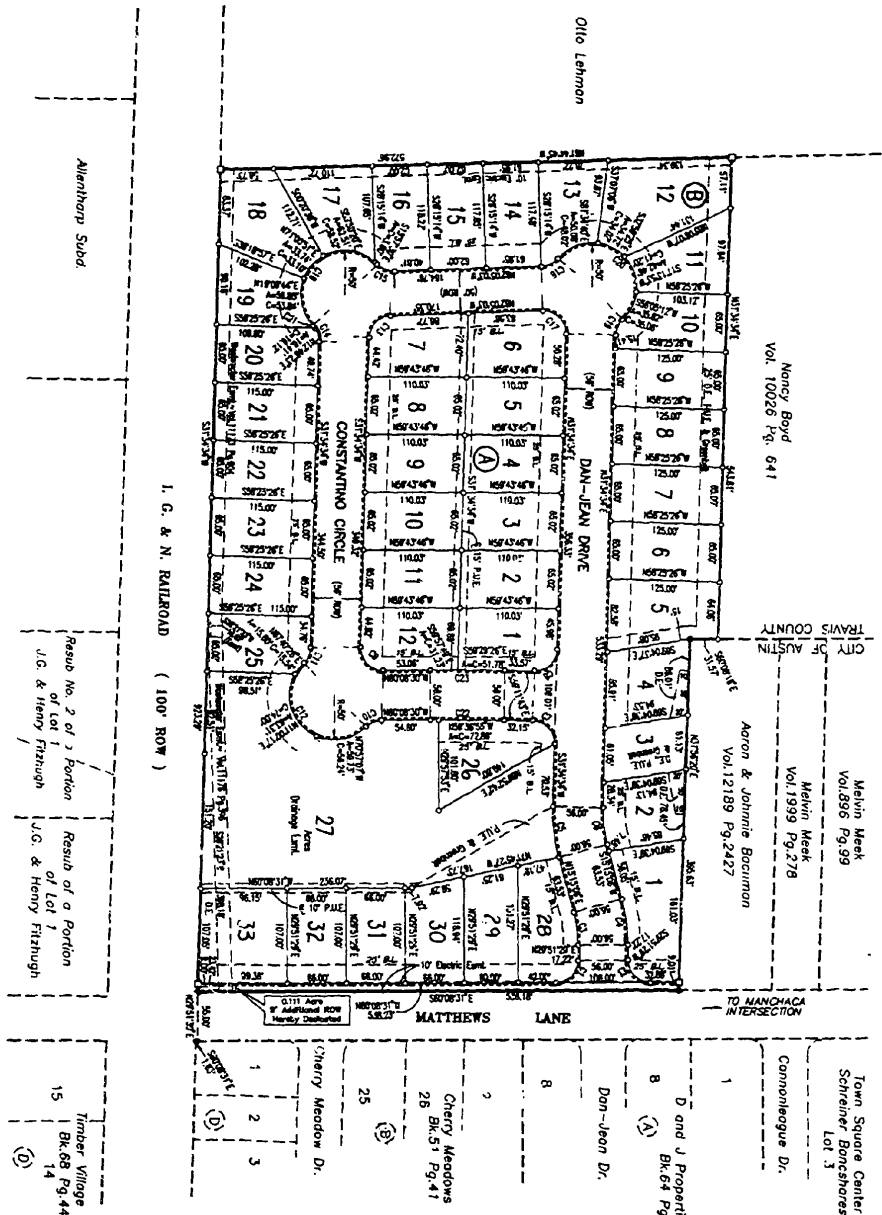


MISC FILM CODE
 8009901413

MISC FILM CODE
 60079901413

DAN JEAN OAKS SUBDIVISION

Scale: 1" = 100'



Legend

- ROAD PAV. SET
 - NON PAV. TOWNSHIP
 - CONCRETE PAVEMENT SET
 - CONCRETE PAVEMENT ROAD
 - BUILDING SETBACK LINE
 - PUBLIC UTILITY EASEMENT
 - DRAINAGE EASEMENT
 - ... APPROXIMATE SEWER/LINE LOCATION
 - 1 LOT NUMBER
 - ① BLOCK NUMBER
- OWNER: Henry Coult (Pastor) Episcopal Church Central of Cooper of 1900
 ADDRESS: 11301 ABERNETHY
 SURVEY: WILLIAM CANNON LEASE SURVEY NO. 19
 NO. OF LOTS: 4
 NO. OF BLOCKS: 2
 F.E.M.A. MAP NO. 48453-0710E
 TRAVIS CO., TEXAS DATE: 6/16/93
 DATE: AUGUST 5, 1999

CHANCE	POINTS	LENGTH	TANGENT	CURVED	BEARING	DATA
C1	25.00	38.27	23.00	32.36	N14.5172°E	610.000
C2	25.00	38.47	23.00	32.36	S19.5018°E	620.000
C3	147.00	37.47	18.84	31.37	S02.5318°E	14.8242
C4	203.00	51.75	28.02	51.81	S72.2750°E	14.8242
C5	203.00	51.75	28.12	51.81	S72.2750°E	14.8242
C6	147.00	41.08	21.06	41.74	N63.2750°E	16.1977
C7	25.00	38.51	23.34	32.52	S19.5018°E	620.4817
C8	25.00	38.93	24.67	33.17	N01.1172°E	621.5343
C9	25.00	40.07	25.78	33.86	N11.0324°E	621.5343
C10	25.00	18.83	10.38	18.15	S80.0294°E	430.000
C11	25.00	18.83	10.38	18.15	S80.0294°E	430.000
C12	25.00	18.84	10.38	18.15	S80.0294°E	430.000
C13	25.00	31.87	23.45	34.21	S14.4452°E	621.4717
C14	25.00	18.83	10.38	18.15	S80.0294°E	430.000
C15	25.00	21.03	11.18	20.41	N07.2922°E	421.1723
C16	25.00	154.70	100.00	100.00	S71.1922°E	172.5355
C17	25.00	40.87	24.69	34.47	N09.1044°E	421.1723
C18	25.00	21.03	11.18	20.41	N09.1044°E	421.1723
C19	25.00	18.83	10.38	18.15	S80.0294°E	430.000
C20	25.00	18.83	10.38	18.15	S80.0294°E	430.000
C21	25.00	3.44	1.82	3.44	N09.1044°E	0.728717
C22	488.00	82.08	41.04	82.08	S04.4007°E	0.982417
C23	5025.00	82.01	41.50	82.01	N09.4007°E	12.58717

Note: A strip of land ten feet (10') in width running north-south along the east line of Lot 1 of this subdivision is hereby dedicated as an Electric Utility Easement.

PHOTOGRAPHIC MYLAR
 #56 B9338 1-11-99

SHEET 1 OF 2

CB-97-0207.1A

DAN JEAN OAKS SUBDIVISION

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

THAT NANCY BOYD, OWNER OF THAT CERTAIN 12.86 ACRE TRACT OF LAND CONVEYED IN VOLUME 10253, PAGE 32, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT CERTAIN 5 ACRE TRACT OF LAND CONVEYED IN VOLUME 2245, PAGE 190, DEED RECORDS OF TRAVIS COUNTY, TEXAS, INCLUSIVE OF THAT CERTAIN UNDIVIDED TWENTY-FIVE PERCENT (25%) INTEREST IN AND TO SAID 5 ACRE TRACT CONVEYED BY DEED OF GIFT TO ST. MATTHEWS EPISCOPAL CHURCH RECORDED IN VOLUME 10034, PAGE 910 OF SAID REAL PROPERTY RECORDS, SAID UNDIVIDED INTEREST FURTHER CONVEYED TO THE PROTESTANT EPISCOPAL CHURCH COUNCIL OF DIOCESE OF TEXAS BY GENERAL WARRANTY DEED OF RECORD IN VOLUME 10417, PAGE 468 OF SAID REAL PROPERTY RECORDS, SAVE AND EXCEPT ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO TRAVIS COUNTY BY RIGHT-OF-WAY DEED RECORDED IN VOLUME 1549, PAGE 387 OF SAID DEED RECORDS, BOTH TRACTS BEING OUT OF AND A PART OF THE WILLIAM CANNON LEAGUE SURVEY NO. 19, SITUATED IN TRAVIS COUNTY, DO HEREBY SUBDIVIDE 11.931 ACRES OF LAND OUT OF SAID TRACTS IN ACCORDANCE WITH THE MAP AS SHOWN HEREON SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT YET RELEASED, TO BE KNOWN AS DAN JEAN OAKS SUBDIVISION, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND, THIS THE 31 DAY OF August, 1998, A.D.

Nancy Boyd
NANCY BOYD
4007 FIRST VIEW DRIVE
AUSTIN, TEXAS 78731
(512) 346-9623

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED NANCY BOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 31 DAY OF AUGUST, 1998, A.D.

Lisa R. Bolling
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

LISA R. BOLLING
PRINT NAME



WITNESS MY HAND, THIS THE 23 DAY OF September, 1998, A.D.

Protestant Episcopal Church Council of Diocese of Texas
3803 W. ALABAMA
HOUSTON, TEXAS 77006
(800) 318-4452

Accepted and authorized for record by the Planning Commission of the City of Austin, Texas, this the 13th day of October, 1998.

STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED [Name], KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 23 DAY OF September, 1998, A.D.

Nancy L. Leonard
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

NANCY L. LEONARD
PRINT NAME

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 13th DAY OF October, 1998.

Alice Glasco
ALICE GLASCO, DIRECTOR
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 11th DAY OF January, 1999, A.D., AT 9:08 O'CLOCK A.M., AND DULY RECORDED ON THE 11th DAY OF January, 1999, A.D., AT 9:08 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COUNTY, IN PLAT BOOK 102, PAGE(S) 303-304.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THE 11th DAY OF January, 1999, A.D.

DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, TRAVIS COUNTY, TEXAS.

L. Strong
DEPUTY

FILED FOR RECORD AT 9:08 O'CLOCK A.M., ON THE 11th DAY OF January, 1999, A.D.

L. Strong
DEPUTY

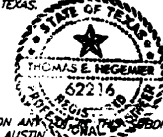
GENERAL NOTES

- THE CITY OF AUSTIN SHALL MAINTAIN ALL DRAINAGE FACILITIES, CHANNELS AND STORM DRAINS SYSTEMS LOCATED WITHIN PUBLIC RIGHT-OF-WAY AND OR DRAINAGE EASEMENTS.
- FOR LOTS 1, 2, 4 & 5, BLOCK B, BUILDING CONSTRUCTION IS ALLOWED ON EACH LOT, HOWEVER, ALONG THE WEST PROPERTY LINE, NO SHEDS, FENCES, OR LANDSCAPING THAT OBSTRUCTS CONVEYANCE OF OFF-SITE FLOWS TO THE WATER QUALITY/RETENTION POND ARE PERMITTED EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
- ACCESS TO MATTHEWS LANE IS PROHIBITED FROM LOTS 1-28, BLOCK B, LDC SECTION 13-2-431.
- SUBJECT TO THE GOVERNMENT'S CONDITIONS AND RESTRICTIONS RECORDED IN VOLUME 1114, PAGE 1114, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

GENERAL NOTES continued

- THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATIONS OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- THE 100 YEAR FLOODPLAIN SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN ON PLAT.
- NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FROM PANEL # 48453C-0210E, DATED JUNE 16, 1993 FOR TRAVIS COUNTY, TEXAS.

Tom E. Hegemer
TOM HEGEMER, P.E.
RAINFLOOD ENGR & ASSOC.
1102 WEST AVENUE
AUSTIN, TEXAS



- PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT WITHIN THE SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 13-7, ARTICLE II OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF AUSTIN ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF THE OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 13-7 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THIS ELECTRIC UTILITY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION 3, CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE.
- THE MAINTENANCE REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN DIVISION 3, CHAPTER 13-3, AUSTIN CITY CODE OF 1967, AS AMENDED, AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND SHALL RETAIN THE EFFECTIVENESS OF EACH DESIGN FEATURE OR PART OF A PLAN OR PLAN COVERED BY THESE PROVISIONS.
- PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION ON LOT(S) 3 & 27, BLOCK B, REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT, SECTION 13-2-472.
- ALL FINISHED FLOOR ELEVATIONS IN THIS SUBDIVISION SHALL BE 1.0 FOOT MINIMUM ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL. THE FOLLOWING MINIMUM FINISHED FLOOR ELEVATIONS ARE HEREBY SET FOR THE AFFECTED LOTS:

LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.
1	B	714.3'	20	B	709.5'	25	B	706.0'	29	B	710.0'
2	B	714.5'	21	B	709.0'	26	B	708.5'	30	B	708.5'
4	B	714.8'	22	B	708.5'				31	B	707.9'
18	B	710.0'	23	B	708.0'				32	B	706.5'
19	B	710.2'	24	B	707.5'	28	B	711.0'	33	B	706.0'

- NO FILL SHALL BE PLACED OR ALLOWED TO REMAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' (FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 150' (ONE-HUNDRED FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
- INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR TAP FEE.
- PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: DAN-JEAN DRIVE, CONSTANTINO CIRCLE, MATTHEWS LANE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY, LDC SECTION 13-5-91.
- THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 13-7 OF THE CITY LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY SECTION 13-7-18, 34 AND 35 THEREOF.
- MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 13-7-14, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 13-7-18.
- NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
- ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE TO CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN.
- THIS SUBDIVISION IS LOCATED IN THE WILLIAMSON CREEK WATERSHED, CLASSIFIED AS SUBURBAN.
- THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION 3, CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE.
- STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED TO THE CITY OF AUSTIN STANDARDS LDC SECTION 13-5-53(c).
- A MINIMUM OF TWO OFF-STREET PARKING SPACES IS REQUIRED FOR EACH UNIT. FOR ANY LOT WITH 6 OR MORE BEDROOMS, THE MINIMUM PARKING REQUIREMENT IS ONE SPACE PER BEDROOM. LDC SECTION 13-2-436(e) AND 13-5-107.
- THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 3/29/1998, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT.
- FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOL. 1336, PAGE 444, IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.
- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.

I, STEVE H. BRYSOON, A** AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 13, OF THE AUSTIN CITY CODE OF 1981, AS AMENDED; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

AS SURVEYED BY:
STEVE H. BRYSOON SURVEYING CO.

Steve H. Brysoon
STEVE H. BRYSOON - R.P.L.S. NO. 4248
1715 CAPITAL OF TEXAS HWY, SOUTH, SUITE 208
AUSTIN, TEXAS 78746
TEL:(512) 347-9505 FAX:(512) 347-9

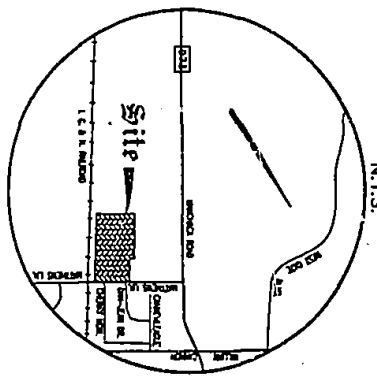
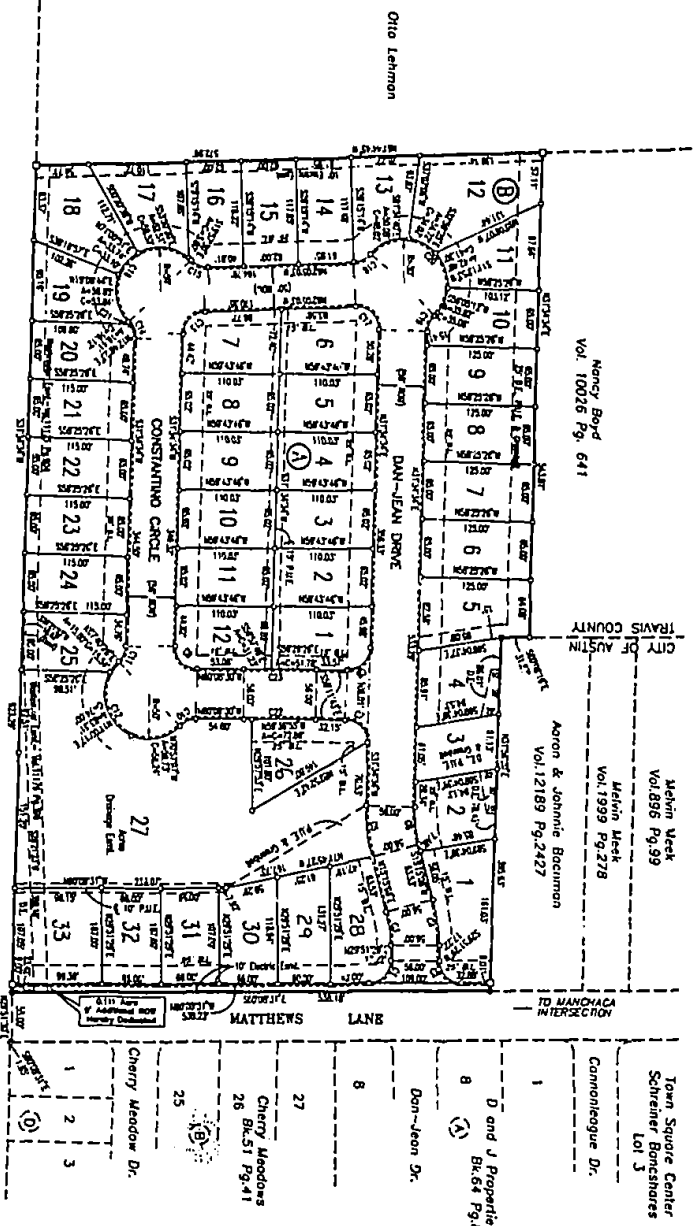
NOVEMBER 1st, 1997



4/15/99

AMENDED DAN JEAN OAKS SUBDIVISION

Scale: 1" = 100'



= LOCATION MAP =
N.T.S.

Legend

- ROW PM SET
- ROW PM ROAD
- CONCRETE UPLAND SET
- CONCRETE UPLAND ROAD
- ▨ BUILDING STRUCK LINE
- PUBLIC UTILITY FACILITY
- APPROVED DISTURB
- APPROVED SETBACK LOCATION
- LOT NUMBER
- BLOCK NUMBER
- OWNER: ASSEST BULLFERS, J.W.C.
- ORDER: 11811 0235
- STREET: WILLOW CANYON URGE SMT# NO.19
- NO. OF LOTS: 4
- NO. OF BLOCKS: 2
- FEELIA W/P NO. 4453C-0216
- R/W#S CO. TEXAS DATED: 6/16/93
- DATE: AUGUST 5, 1999

DATE	BLK#S	URCHIN	DWAZIN	CHOB	BEAN#	DELA
C1	25.00	39.27	25.00	35.26	675172E	820070D
C2	25.00	39.27	25.00	35.26	5150831E	900070D
C3	141.00	37.47	18.44	31.37	6223118E	163631Z
C4	201.00	51.75	28.07	51.61	5723118E	163631Z
C5	201.00	51.84	29.12	51.64	5272450E	181971Z
C6	147.00	41.88	21.08	41.74	6027450E	151971Z
C7	25.00	36.61	25.34	35.59	5154525E	824631Z
C8	25.00	36.61	24.67	35.12	6761175E	691341Z
C9	25.00	40.07	25.76	35.86	6416150E	914300Z
C10	25.00	18.65	10.36	18.15	5626294E	452070D
C11	25.00	18.65	10.36	18.15	5406294E	452070D
C12	25.00	18.65	10.36	18.15	5161630E	181471Z
C13	25.00	31.87	21.45	34.21	5144445E	862021Z
C14	25.00	18.65	10.36	18.15	5090178E	452070D
C15	25.00	21.03	11.16	20.41	6075972E	481131Z
C16	30.00	156.79	76.85	100.07	5161973E	179335Z
C17	25.00	40.87	26.85	38.47	6051515E	633931Z
C18	25.00	21.03	11.16	20.41	6051515E	481131Z
C19	25.00	18.65	10.36	18.15	6050529E	452070D
C20	30.00	143.09	76.85	99.82	6181952E	1865310E
C21	25.00	33.74	1.62	33.4	6024441E	072541Z
C22	199.00	82.06	41.04	82.06	5924007E	752641Z
C23	502.00	41.57	41.57	41.01	6024007E	025641Z

Note: A copy of land use fact (LU) in each zoning parcel and adjacent to all streets in this subdivision is hereby adopted as Ordinance 1471 (effective 8/1/99).

Alentharp Subd.

Assess No. 2 of a Partition
J.G. & Henry Fitzhugh

Remain of a Partition
J.G. & Henry Fitzhugh

Timber Village
Bk. 68 Pg. 44

AMMENDED DAN JEAN OAKS SUBDIVISION

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS

THAT, ASSET BUILDERS, INC., OWNERS OF THAT CERTAIN 11931 ACRE TRACT OF LAND OUT OF THE WILLIAM CANNON LEAGUE, CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 13283, PAGES 705 OF THE REAL FORFEITURE RECORD, TRAVIS COUNTY, TEXAS, ACTING HEREBY BY AND THROUGH GLEN ANDERSON, ITS GENERAL PARTNER, SAID 11931 ACRES BEING ALL OF 'DAN JEAN OAKS SUBDIVISION', A SUBDIVISION RECORDED IN VOLUME 102, PAGES 303-304, OF PLAT RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY AMEND SAID PLAT FOR THE SOLE PURPOSE OF CORRECTING A SCRIBNER'S ERROR PURSUANT TO SECTION 212.018 TEXAS LAND GOVERNMENT CODE TO CORRECT A SCRIBNER'S ERROR, PREVIOUSLY APPROVED BY THE MUNICIPAL AUTHORITY RESPONSIBLE FOR APPROVING PLATS, AND IN ACCORDANCE WITH THE MAP AS SHOWN HERETO TO BE KNOWN AS 'AMENDED PLAT OF DAN JEAN OAKS SUBDIVISION' SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT YET RELEASED, AND DO HEREBY DEKATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREDON

WITNESS MY HAND, THIS THE 9th DAY OF April 1999 A.D.

Glen Anderson
GLEN ANDERSON, GENERAL PARTNER
ASSET BUILDERS, INC.
5524 BEE CAVES RD STE K6
AUSTIN TEXAS 78746
(512) 308-0900

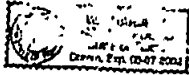
STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Glen Anderson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF April 1999 A.D.

Tina Marshall
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

Tina Marshall
PRINT NAME



GENERAL NOTES continued

- 4 THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATIONS OR RE-PLATING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS
- 5 THE 100 YEAR FLOOD-PLAIN SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN ON PLAT
- 6 NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL # 38353G-0210E, DATED JUNE 16, 1993 FOR TRAVIS COUNTY, TEXAS.

Tom Heigener
TOM HEIGENER, P.E.
RAYMOND CIVIL & ASSOC
1102 WEST AVENUE
AUSTIN, TEXAS PE No 82278



- 7 PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN
- 8 NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY
- 9 ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS. (AS SHOWN ON LOTS 2, 4-12, BLOCK B) THEY SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES
- 10 PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES
- 11 THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 13-7, ARTICLE II OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE
- 12 THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF AUSTIN ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF THE OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 13-7 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE
- 13 THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THIS ELECTRIC UTILITY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT
- 14 THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION J CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE.
- 15 THE MAINTENANCE REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN DIVISION J, CHAPTER 13-3, AUSTIN CITY CODE OF 1982, AS AMENDED, AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND SHALL RETAIN THE EFFECTIVENESS OF EACH DESIGN FEATURE OR PART OF A PLAT OR PLAN GOVERNED BY THESE PROVISIONS
- 16 PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION ON LOT(S) J & 27, BLOCK B, REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT SECTION 13-2-472
- 17 ALL FINISHED FLOOR ELEVATIONS IN THIS SUBDIVISION SHALL BE 1.0 FOOT MINIMUM ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL. THE FOLLOWING MINIMUM FINISHED FLOOR ELEVATIONS ARE HEREBY SET FOR THE AFFECTED LOTS

LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.
1	B	714.3'	20	B	709.5'	25	B	706.0'	29	B	710.0'
2	B	714.5'	21	B	709.0'	26	B	709.5'	30	B	708.5'
4	B	714.8'	22	B	708.5'				31	B	707.0'
18	B	710.5'	23	B	708.0'				32	B	706.5'
19	B	710.2'	24	B	707.5'	28	B	711.0'	33	B	706.0'

NO FILL SHALL BE PLACED OR ALLOWED TO REMAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT

- 18. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' (FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 150' (ONE-HUNDRED FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET
- 19. INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR TAP FEE
- 20. PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT DAN-JEAN DRIVE, CONSTANTINE CIRCLE, MATTHEWS LANE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWAL OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. LOC SECTION 13-5-91
- 21. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 13-7 OF THE CITY LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY SECTION 13-7-18 J4 AND J5 THEREOF
- 22. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS
- 23. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LOC SECTION 13-7-14 AND THE ENVIRONMENTAL CRITERIA MANUAL
- 24. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LOC SECTION 13-7-19
- 25. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM
- 26. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE TO CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN
- 27. THIS SUBDIVISION IS LOCATED IN THE WILLIAMSON CREEK WATERSHED CLASSIFIED AS SUBURBAN
- 28. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION J, CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE
- 29. STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED TO THE CITY OF AUSTIN STANDARDS LOC SECTION 11-5-53(o)
- 30. A MINIMUM OF TWO OFF-STREET PARKING SPACES IS REQUIRED FOR EACH UNIT FOR ANY LOT WITH 6 OR MORE BEDROOMS, THE MINIMUM PARKING REQUIREMENT IS ONE SPACE PER BEDROOM LOC SECTION 13-2-436(e) AND 13-5-107
- 31. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 12-3-1998. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT
- FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION SEE SEPARATE INSTRUMENT RECORDED IN VOL. 13281, PAGE 340, IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS
- 32. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 4-14-99 April 1999

Alice Glasco
ALICE GLASCO, DIRECTOR
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF APRIL 1999 AT 9:08 O'CLOCK A. M. AND DULY RECORDED ON THE 15th DAY OF APRIL 1999, AT 9:08 O'CLOCK A. M. IN THE PLAT RECORDS OF SAID COUNTY, IN Document No 1999 00115

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THE DAY OF APRIL 1999, 1999 A.D.

DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, TRAVIS COUNTY, TEXAS

BY: *Y Guerra*
DEPUTY Y GUERRA



FILED FOR RECORD AT 9:08 O'CLOCK A. M. ON THE 15th DAY OF APRIL 1999 A.D.

DANA DEBEAUVOIR
BY: *Y Guerra*
DEPUTY Y GUERRA



GENERAL NOTES

- 1 THE CITY OF AUSTIN SHALL MAINTAIN THE DRAINAGE FACILITIES, CHANNELS AND STORM DRAINS SYSTEMS LOCATED WITHIN PUBLIC RIGHT-OF-WAY AND DR DRAINAGE EASEMENTS FOR LOT 3, BLOCK B AND LOT 27, BLOCK B.
- 2 FOR LOTS 1, 2, 4 & 5, BLOCK B, BUILDING CONSTRUCTION IS ALLOWED ON EACH LOT, HOWEVER, ALONG THE WEST PROPERTY LINE, NO SHEDS, FENCES, OR LANDSCAPING THAT OBSTRUCTS CONVEYANCE OF OFF-SITE FLOWS TO THE WATER QUALITY/RETENTION POND ARE PERMITTED EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
- 3 ACCESS TO MATTHEWS LANE IS PROHIBITED FROM LOTS 1-28, BLOCK B. LOC SECTION 13-2-431

3/17/99
TEH

I STEVE H BRYSON AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 13, OF THE AUSTIN CITY CODE OF 1981, AS AMENDED. IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

AS SURVEYED BY
STEVE H BRYSON SURVEYING CO

Steve H Bryson
STEVE H BRYSON - R.P.L.S. NO. 4248
1713 CAPITAL OF TEXAS HWY SOUTH, SUITE 208
AUSTIN, TEXAS 78746
TEL.(512) 347-9505 FAX (512) 347-9510

NOVEMBER 1st, 1997



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SUBDIVISION CONSTRUCTION AGREEMENT

1. Parties. The parties to this Subdivision Construction Agreement (the "Agreement") are Asset Builders, Inc. (individually and collectively, the "Subdivider"), and the City of Austin, Texas (the "City").
2. Effective Date. This Agreement is effective on the date the City approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Planning Commission's approval of the plat in accordance with City ordinances (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the Dan Jean Oaks Subdivision, as shown in City's File Number C8-97-0207.1A, (the "Subdivision") and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and
4. Subdivider seeks authorization from the City to subdivide the Property in accordance with the requirements imposed by Texas statutes and the City's ordinances, regulations, and other requirements; and
5. City ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the City from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This Agreement is authorized by and consistent with state law and the City's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all external and internal subdivision improvements required to comply with City ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the "Improvements," any one of which is an "Improvement"), unless the City and Subdivider have otherwise agreed by executing a separate written agreement that the Subdivider shall fund all or a proportionate share of the required External Subdivision Improvements. All Improvements shall be constructed in conformance with the City's requirements, procedures, and specifications (including without limitation environmental protection requirements such as erosion controls and site restoration), pursuant to construction plans, permits, and

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specifications approved by the City prior to commencement of construction, and subject to inspection, certification, and acceptance by the City.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the City no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the City a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the City accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the City's acceptance of dedication of any of the Improvements, the City may require the Subdivider to post a maintenance bond or other financial security acceptable to the City to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the City shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the City.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the City, a cash deposit to be held by the City in escrow, or an irrevocable letter of credit in the amount of Eighty six thousand four hundred ninety nine and no/100 Dollars (\$86,499.00) (the "Stated Amount"), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the City, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 23 of this Agreement, the City may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS satisfying the criteria of this Paragraph (and any substitute or confirming

letter of credit) is referred to in this Agreement as the "Letter of Credit".

12. Increase in Security. If, from time to time, the City determines the estimated total cost of constructing the Improvements exceeds the Stated Amount, the Subdivider shall provide, no later than thirty (30) days after notice and demand, an additional financial guarantee of performance meeting the requirements of Paragraph 11 in an amount equal to the additional estimated cost.

13. Reduction in Letter of Credit. After the acceptance of any Improvement, the amount which the City is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the estimated cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, the City shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the City shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the City determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the City shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the City estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

City's Obligations

14. Inspection and Certification. The City agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with City standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.

15. Notice of Defect. The City will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for such Improvement or is otherwise defective. The Subdivider will have thirty (30) days from such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the 30-day cure period on account of any such defect unless it is clear that the subdivider does not intend to cure the defect. Notwithstanding the previous sentences in this Paragraph, if, in the reasonable opinion of the City, the defect creates an **REAL PROPERTY RECORDS** **TRAVIS COUNTY TEXAS** substantial harm to the public health or safety, and the notice of defect

includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the City may declare a default under this Agreement if not satisfied that the defect is cured after the cure period.

16. Use of Proceeds. The City will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the City's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The City may, in its sole discretion, complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, and without incurring any obligation to complete any of the unfinished Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the City pursuant to one or more draws under the Letter of Credit shall be maintained by the City in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the City. The City may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of Improvements. Escrowed Funds not used or held by the City for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the City to the Issuer of the Letter of Credit no later than sixty (60) days following the City's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

17. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the City shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the City intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the City shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

18. Cost Participation by City. If the City and Subdivider agree the City will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.

19. Conditions of Draw on Security. The City may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- b. Subdivider's failure to renew or replace the Letter of Credit at least

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forty-five (45) days prior to the expiration date of the Letter of Credit;

- c. Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the City, in accordance with Paragraph 11 of this Agreement; or
- d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The City shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the City shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the City intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the City, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the City shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer or the Subdivider may deliver to the City a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the City a substitute or confirming Letter of Credit.

20. Procedures for Drawing on the Letter of Credit. The City may draw upon the Letter of Credit in accordance with Paragraph 19 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The City may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in accordance with the terms of the Letter of Credit.

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21. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the City's requirements, procedures, and specifications, including without limitation associated administrative expenses. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

22. Remedies. The remedies available to the City, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

23. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 13, 16, 17, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 33, and 37 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

24. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the City in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 23.

25. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the City if the City is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the City. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the City harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the City, its agents, contractors, employees, tenants, or licensees.

26. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same. The failure at any time to enforce this Agreement or covenant by the City, the Subdivider, or the Issuer, their heirs, successors or assigns, whether

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TARRANT COUNTY, TEXAS
13346 2445

any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

27. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as a specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

28. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement, and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph, unless and until the City executes and delivers to the subdivider a written release of Subdivider from the obligations imposed by this Agreement. The City agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

29. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

30. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: Asset Builders, Inc.
5524 Bee Caves K-6
Austin, Texas 78746

if to City: Development Review and Inspection Department
City of Austin
P. O. Box 1088
Austin, Texas 78767-8828
Attn: Carol Kaml, Fiscal Officer

if to the Issuer: at Issuer's address shown on the
Letter of Credit

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall

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TRAVIS COUNTY TEXAS
13346 2446

effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

31. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

32. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

33. Release Upon Completion. Upon acceptance of all Improvements, the City agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the City for the completion of the Improvements.

34. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

35. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

36. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the City, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.

37. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the Effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13346 2447

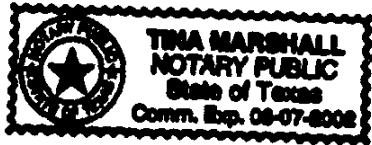
EXECUTED by the parties to be effective as of the 30th day of December, 1998.

Greg Guernsey
Greg Guernsey Principal Planner

Keith Schoenfelt
Keith Schoenfelt, General Partner
PRESIDENT
ASSET BUILDERS

STATE OF _____ :
COUNTY OF _____ :

This instrument was acknowledged before me on the 30th day of Dec, 1998 by Keith Schoenfelt as General Partner.



Tina Marshall
Signature of Notary
Tina Marshall
Printed Name of Notary

My Commission Expires:

STATE OF TEXAS :
COUNTY OF TRAVIS:

This instrument was acknowledged before me on the 4th day of January, 1999 by Greg Guernsey as Principal Planner for the Development Review and Inspection Department of the City of Austin.



Carol Kaml
Signature of Notary
Printed Name of Notary

My Commission Expires:

- EXHIBITS:
Exhibit A - Property Description
Exhibit B - Subdivision Improvements

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS
13346 2448

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS
13346 2449

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM CANNON LEAGUE SURVEY NO. 190, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT 4.893 ACRE TRACT AND THAT 7.038 ACRE TRACT OF LAND DESCRIBED AS TRACT I AND TRACT II IN THAT CERTAIN DEED OF TRUST RECORDED IN VOLUME 13298, PAGE 803, TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS, SAID TRACT BEING 11.931 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pin found in the south right-of-way line of Matthews Lane, an existing 55' public right-of-way, at the common north corner of said 4.893 acre tract and that certain 1.0 acre tract of land conveyed to Aaron and Johnnie M. Bachman in Volume 12189, Page 2427 of said Deed Records, for the northwest corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, following said right-of-way line, same being the north line of said 4.893 acre tract, S60°08'31"E, 538.18 feet to an iron pin found at the northeast corner of said 4.893 acre tract, same point being in the west right-of-way line of the I. G. & N. Railroad, an existing 100' railroad right-of-way, for the northeast corner of the herein described tract,

THENCE, following said railroad right-of-way, same being the east line of said 4.893 acre tract and said 7.038 acre tract, S31°34'34"W, 923.29 feet to an iron pin found at the southeast corner of said 7.038 acre tract, same being the northeast corner of that certain tract of land conveyed to Otto Lehman, for the southeast corner of the herein described tract,

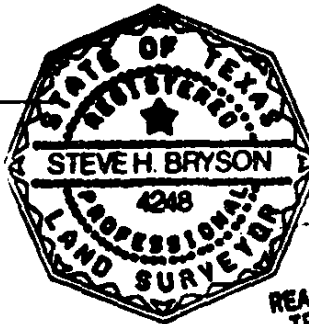
THENCE, with the south line of said 7.038 acre tract, same being the north line of said Lehman tract, N61°44'45"W, 572.96 feet to an iron pin set, for the southwest corner of the herein described tract,

THENCE, with the westerly line of said 7.038 acre tract, the following three (3) courses and distances numbered 1 through 3,

1. N31°34'34"E, 543.81 feet to an iron pin set for an ell corner,
2. S60°08'16"E, 31.57 feet to an iron pin found at the southeast corner of said Bachman tract, same point being the southwest corner of said 4.893 acre tract,
3. following common line of said Bachman tract and said 4.893 acre tract, N31°56'20"E, 395.63 feet to the **POINT OF BEGINNING** containing 11.931 Acres of Land.

Surveyed By: _____

Steve H. Bryson
Steve H. Bryson ~ R.P.L.S. No. 4248
STEVE H. BRYSON SURVEYING CO.
1715 Capital of Texas Highway So., Suite 208
Austin, Texas, 78746
Ph: (512) 347-9505 Fax: (512) 347-9510



REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

13346 2450

Ref:

Development Review & Inspection Department
P.O. Box 1088
Austin, TX 78767-8810
ATTEN: Document Sales
Hector

EXHIBIT B: SUBDIVISION IMPROVEMENTS

External Subdivision Improvements. Subdivider and City agree the following improvements located outside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "External Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the City in an amount equal to Subdivider's pro-rata share of the estimated cost to construct and install the External Subdivision Improvements, in the amount listed below, as follows:

Description of Improvement(s) Total Estimated Cost

a) none

Internal Subdivision Improvements. Subdivider and City agree the following improvements located inside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "Internal Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the City in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s) Estimated Cost of Completion

- a) Water Quality Pond(s) \$34,750.00
- b) Erosion/Sediment Controls \$5,620.00
- c) Restoration \$37,905.00
- d) Sidewalks (along lot 26) \$8,224.00

SUB-TOTAL \$86,499.00
TOTAL \$86,499.00

COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
annexed Record of Travis County, Texas, on

JAN 11 1999

 *Dana DeBeauvoir*
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
99 JAN 11 AM 10:21
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS
13346 2451

RECEIPT#: C00026444 TRAMS#: C0227 DEPT: REGULAR RECORD \$31.00
CASHIER: DSTUE FILE DATE: 1/12/99 TRMS DATE: 1/12/99
PAID BY: CHECK# 3539

FILED AND RECORDED

Dana DeBeauvoir

04-15-1999 09:08 AM 199900115
GUERRAY \$56.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Plat

No.

199900115 2 PGS

156.00 4/15/99

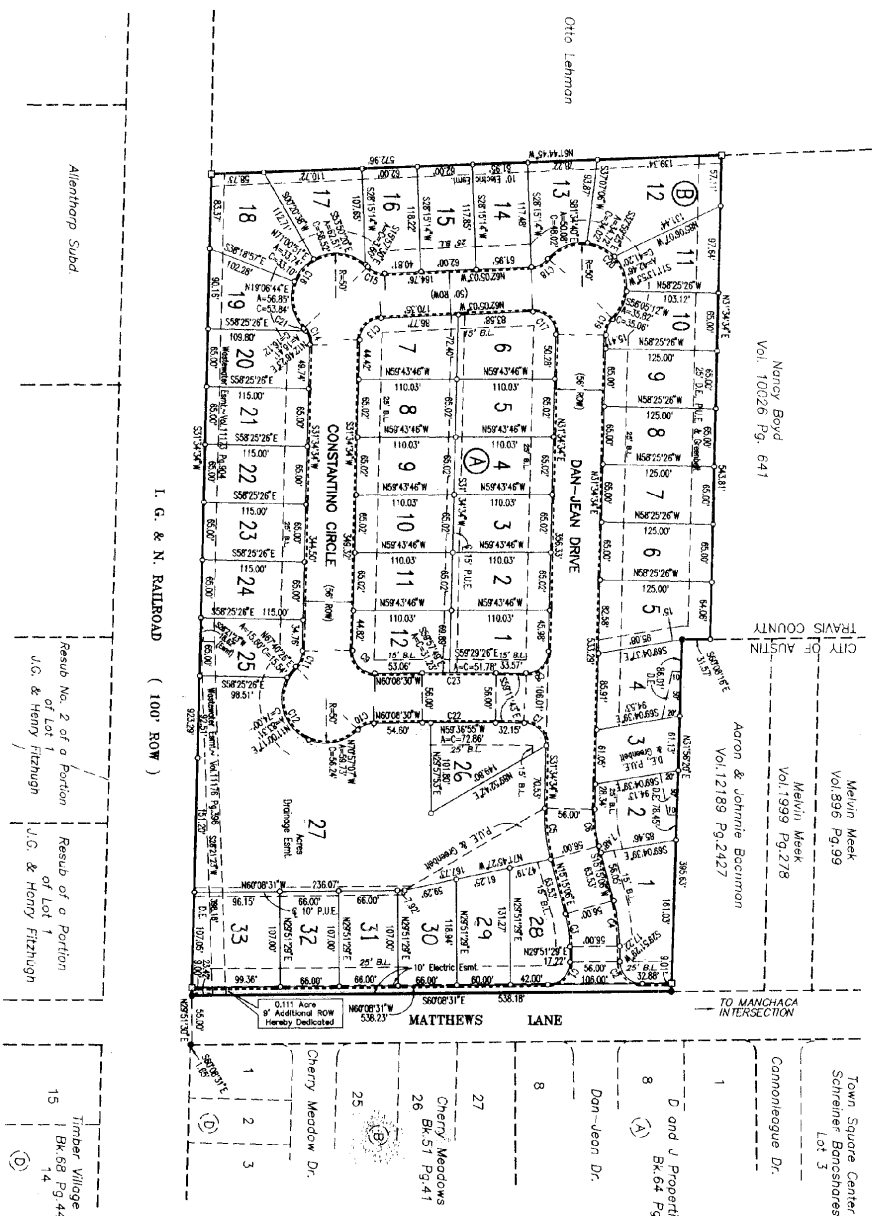
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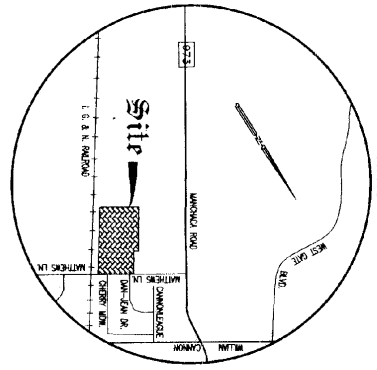
SHEET 1 OF 2

AMENDED DAN JEAN OAKS SUBDIVISION

Scale: 1" = 100'



Note: A strip of road ten feet (10') in width running parallel and adjacent to all streets in this subdivision is hereby dedicated as an Electric Utility Easement.



LOCATION MAP = N.T.S.

Legend

- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- BUILDING STRUCK LINE
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- ... APPROXIMATE SIDEWALK LOCATION
- 1 LOT NUMBER
- (A) BLOCK NUMBER

OWNER: ASSET B, JAZZ D.P.R.S., I.M.C.
 ACRES: 11.931 ACRES
 SURVEY: WILLIAM CANNON LEASUE SURVEY NO.19
 NO. OF LOTS: 4
 NO. OF BLOCKS: 2
 TENS. CO., TEXAS DATED 6/18/93
 DATE: AUGUST 3, 1998

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	26.00	39.27	26.00	36.96	N47.5129°E	90.0000°
C2	43.00	37.47	26.00	35.96	S150.8317°E	90.0000°
C3	44.00	37.47	18.84	37.57	N27.3317°E	143.672°
C4	203.00	57.84	26.02	51.51	S27.3317°E	143.672°
C5	203.00	57.84	26.12	51.84	S27.3450°E	143.672°
C6	142.00	48.88	21.08	41.74	N27.3450°E	143.672°
C7	142.00	48.88	25.54	35.99	S13.8425°E	97.6617°
C8	23.00	38.91	24.67	35.12	N15.1125°E	86.1543°
C9	23.00	38.91	25.78	35.86	N14.6587°E	91.4304°
C10	23.00	19.95	19.15	19.15	S82.9924°E	45.0700°
C11	23.00	19.95	10.38	19.15	S40.6534°E	45.0700°
C12	50.00	18.84	9.09	18.84	S14.6587°E	181.4717°
C13	23.00	39.87	23.45	34.21	S74.4454°E	86.2027°
C14	23.00	39.87	10.38	19.15	S90.6329°E	45.0700°
C15	23.00	11.81	20.41	N17.9272°E	N47.1125°E	48.1125°
C16	50.00	138.97	100.00	51.9151°E	S73.3357°E	179.3357°
C17	23.00	40.87	26.65	36.47	N15.1515°E	93.3937°
C18	23.00	40.87	11.88	20.41	N87.1544°E	48.1125°
C19	23.00	18.84	18.15	18.84	N84.0534°E	45.0700°
C20	23.00	10.38	19.15	19.15	N15.0524°E	185.5308°
C21	23.00	31.48	1.92	2.01	N82.4441°E	0.72547°
C22	498.00	82.08	41.24	82.08	N89.4007°E	0.72547°
C23	503.00	83.01	41.59	83.01	N89.4007°E	0.72547°

CS-99-0046.OA

AMMENDED DAN JEAN OAKS SUBDIVISION

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

THAT, ASSET BUILDERS, INC., OWNERS OF THAT CERTAIN 11.931 ACRE TRACT OF LAND OUT OF THE WILLIAM CANNON LEAGUE, CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 13298, PAGE 795 OF THE REAL PROPERTY RECORD, TRAVIS COUNTY, TEXAS, ACTING HEREIN BY AND THROUGH GLEN ANDERSON, ITS GENERAL PARTNER, SAID 11.931 ACRES BEING ALL OF "DAN JEAN OAKS SUBDIVISION", A SUBDIVISION RECORDED IN VOLUME 102, PAGES 303-304, OF PLAT RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY AMEND SAID PLAT FOR THE SOLE PURPOSE OF CORRECTING A SCRIBNER'S ERROR PURSUANT TO SECTION 212.016 TEXAS LAND GOVERNMENT CODE TO CORRECT A SCRIBNER'S ERROR, PREVIOUSLY APPROVED BY THE MUNICIPAL AUTHORITY RESPONSIBLE FOR APPROVING PLATS, AND IN ACCORDANCE WITH THE MAP AS SHOWN HEREON, TO BE KNOWN AS "AMMENDED PLAT OF DAN JEAN OAKS SUBDIVISION" SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT YET RELEASED, AND DO HEREBY DEICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND, THIS THE 9th DAY OF April, 1999 A.D.

Glen Anderson
GLEN ANDERSON, GENERAL PARTNER
ASSET BUILDERS, INC.
8524 BEE CAVES RD., STE K6
AUSTIN, TEXAS 78746
(512) 308-0900

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Glen Anderson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF April, 1999 A.D.

Tina Marshall
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

Tina Marshall
PRINT NAME



GENERAL NOTES continued

- 4. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATIONS OR RE-PLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 5. THE 100 YEAR FLOODPLAIN SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN ON PLAT.
- 6. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL # 48453C-0210E, DATED JUNE 16, 1993 FOR TRAVIS COUNTY, TEXAS.

Tom Hegemer, P.E.
FLOOD CONTROL & ASSOC.
1102 WEST AVENUE
AUSTIN, TEXAS
P.E. No. 62216



- 7. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- 8. NO BUILDINGS, TENTS, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
- 9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS. (AS SHOWN ON LOTS 2, 4-12, BLOCK B) TEH
- 10. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- 11. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 13-7, ARTICLE II OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 12. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF AUSTIN ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF THE OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 13-7 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 13. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THIS ELECTRIC UTILITY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- 14. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION 3, CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE.
- 15. THE MAINTENANCE REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN DIVISION 3, CHAPTER 13-3, AUSTIN CITY CODE OF 1987, AS AMENDED, AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND SHALL RETAIN THE EFFECTIVENESS OF EACH DESIGN FEATURE OR PART OF A PLAT OR PLAN GOVERNED BY THESE PROVISIONS.
- 16. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION ON LOT(S) 3 & 27, BLOCK B, REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT. SECTION 13-2-472.
- 17. ALL FINISHED FLOOR ELEVATIONS IN THIS SUBDIVISION SHALL BE 1.0 FOOT MINIMUM ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL. THE FOLLOWING MINIMUM FINISHED FLOOR ELEVATIONS ARE HEREBY SET FOR THE AFFECTED LOTS:

LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.	LOT	BLOCK	F.F. ELEV.
1	B	714.5'	20	B	709.5'	29	B	706.0'	29	B	710.0'
2	B	714.5'	21	B	709.0'	26	B	709.5'	30	B	708.5'
4	B	714.8'	22	B	708.5'				31	B	707.0'
18	B	710.5'	23	B	708.0'				32	B	706.5'
19	B	710.2'	24	B	707.5'	28	B	711.0'	33	B	706.0'

NO FILL SHALL BE PLACED OR ALLOWED TO REMAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT.

- 18. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' (FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 150' (ONE-HUNDRED FIFTY FEET) TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
- 19. INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR TAP FEE.
- 20. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: DAN-JEAN DRIVE, CONSTANTINO CIRCLE, MATTHEWS LANE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT SIDEWALKS SHALL BE CAUSE FOR THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. LDC SECTION 13-5-91.
- 21. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 13-7 OF THE CITY LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY SECTION 13-7-18, 34 AND 35 THEREOF.
- 22. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
- 23. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 13-7-14, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- 24. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 13-7-19.
- 25. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
- 26. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE TO CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN.
- 27. THIS SUBDIVISION IS LOCATED IN THE WILLIAMSON CREEK WATERSHED, CLASSIFIED AS SUBURBAN.
- 28. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DIVISION 3, CHAPTER 13-3 OF THE LAKE AUSTIN WATERSHED ORDINANCE.
- 29. STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED TO THE CITY OF AUSTIN STANDARDS LDC SECTION 13-5-53(a).
- 30. A MINIMUM OF TWO OFF-STREET PARKING SPACES IS REQUIRED FOR EACH UNIT, FOR ANY LOT WITH 6 OR MORE BEDROOMS, THE MINIMUM PARKING REQUIREMENT IS ONE SPACE PER BEDROOM. LDC SECTION 13-2-436(e) AND 13-5-107.
- 31. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 3/11/99. THEREFORE, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE AGREEMENT.
- FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOL. 13342, PAGE 2440, IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.
- 32. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 4-21-99 April, 1999

Debra Williams for
ALICE GLASCO, DIRECTOR
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF April, 1999 A.D., AT 9:08 O'CLOCK A.M., AND DULY RECORDED ON THE 15th DAY OF April, 1999, A.D., AT 9:08 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COUNTY, IN 1999 00115.

Document No 1999 00115
WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THIS DAY OF April, 1999, 15th A.D.

DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, TRAVIS COUNTY, TEXAS.

BY: Y. Guerra
DEPUTY
Y. GUERRA



FILED FOR RECORD AT 9:08 O'CLOCK A.M., ON THE 15th DAY OF April, 1999, A.D.

DANA DEBEAUVOIR
BY: Y. Guerra
DEPUTY
Y. GUERRA



GENERAL NOTES

- 1. THE CITY OF AUSTIN SHALL MAINTAIN THE DRAINAGE FACILITIES, CHANNELS AND STORM DRAINS SYSTEMS LOCATED WITHIN PUBLIC RIGHT-OF-WAY AND OR DRAINAGE EASEMENTS FOR LOTS 3, BLOCK B AND LOT 27, BLOCK B.
- 2. FOR LOTS 1, 2, 4 & 5, BLOCK B, BUILDING CONSTRUCTION IS ALLOWED ON EACH LOT, HOWEVER, ALONG THE WEST PROPERTY LINE, NO SHEDS, FENCES, OR LANDSCAPING THAT OBSTRUCTS CONVEYANCE OF OFF-SITE FLOWS TO THE WATER QUALITY/RETENTION POND ARE PERMITTED EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
- 3. ACCESS TO MATTHEWS LANE IS PROHIBITED FROM LOTS 1-28, BLOCK B. LDC SECTION 13-2-431.

3-17-99
TEH

I, STEVE H. BRYSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 13, OF THE AUSTIN CITY CODE OF 1981, AS AMENDED; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.
AS SURVEYED BY:
STEVE H. BRYSON SURVEYING CO.
Steve H. Bryson
NOVEMBER 1st, 1997
STEVE H. BRYSON ~ R.P.L.S. NO. 4248
1715 CAPITAL OF TEXAS HWY. SOUTH, SUITE 208
AUSTIN, TEXAS 78746
TEL: (512) 347-9505 FAX: (512) 347-9510



AFFIDAVIT OF SCRIVENERS ERROR CORRECTION

TRV 2000065923
2 pgs

STATE OF TEXAS)
)
COUNTY OF TRAVIS)
KNOWN ALL MEN BY THESE PRESENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County, State of Texas, on this day appeared Tom Hegemier, Registered Professional Civil Engineer PE No. 62216 and Steve H. Bryson, Registered Professional Licensed Surveyor No 4248, known to me to be the persons whose name are subscribed hereto, and, after having been duly sworn, on oath, say:

"We, Tom Hegemier and Steve Bryson" are authorized under the laws of the State of Texas, to practice the profession of Civil Engineering and the profession of Surveying, respectfully. We supervised and were responsible for the preparation of the subdivision plat entitled "AMENDED PLAT OF DAN JEAN OAKS SUBDIVISION", which was recorded on the 15th day of April, 1999, Document No. 19900115, in the Plat Records of Travis County."

"On April 26, 2000, it was brought to our attention that there was an inadvertent scrivener's error in the above referenced plat, specifically Plat Note 7 on sheet 2 of 2 which reads.

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

such error should be corrected as follows

'Prior to construction, except attached and detached single family on any lot in this subdivision, a site development permit must be obtained from the City of Austin'

We, furthermore certify that such named plat was prepared designed and prepared as a forty-three duplex lot subdivision.

Tom Hegemier
Tom Hegemier - PE No. 62216

SWORN TO AND SUBSCRIBED BEFORE ME on this 1st day of May, 2000, by Tom Hegemier.

Helen K Sheng Lee
NOTARY PUBLIC, STATE OF TEXAS



Helen K Sheng Lee
Print/Typed Name of Notary

Steve H Bryson
Steve H. Bryson ~ R.P.L.S./No. 4248

SWORN TO AND SUBSCRIBED BEFORE ME on this 2nd day of May, 2000, by Steve H. Bryson



Tina Marshall
NOTARY PUBLIC, STATE OF TEXAS

Tina Marshall
Print/Typed Name of Notary

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS