

Easement and Right of Way Encroachment
License Agreement No. #LA 1148-1901

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas (the "**CITY**"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Interim Officer, Office of Real Estate Services, City of Austin (the "**PROPERTY MANAGER**"), and Malone Park Community, Inc., a Texas non-profit corporation ("**LICENSEE**"), enter into this License Agreement (this "**AGREEMENT**"), effective upon final signature under the terms and conditions set forth below.

- 1. Premises.** The City grants Licensee the right to use (i) a 0.0392 acre out of the right-of-way within Samson Drive and Bilbrook Place, Austin, Texas, (ii) a 0.0769 acre out of the right-of-way within Samson Drive, Buster Drive, and Bilbrook Place, Austin, Texas, (iii) a 0.0743 acre out of a variable width drainage easement, a variable width wastewater easement, a 15' wastewater easement, and a 10' public utility easement (Plat Note 20), all as dedicated by Plat recorded in Document Number 201800013, official public records of Travis County, Texas (iv) a 0.1001 acre out of the right-of-way within Slaughter Creek Drive and Bramble Berry Drive, Austin, Texas, and (v) 0.0760 acre out of the right-of-way within Slaughter Creek Drive and Bramble Berry Drive, Austin, Texas, (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", and Exhibit "J"; said (i) is adjacent to Lot 34, Block E, (ii) is adjacent to Lot 3, Block C, (iii) is a part of Lot 3, Block C (iv) is adjacent to Lot 1, Block B, and (v) is adjacent to Lot 53, Block "C"; said all Lots are in Malone Subdivision Section 1, a subdivision in Travis County, Texas, recorded in Document Number 201800013, official public records of Travis County, Texas, conveyed to CalAtlantic Homes of Texas, Inc. by special warranty deed recorded in Document Number 2016128840, official public records of Travis County, Texas, with an address of 10200 Buster Drive, Austin, Texas (the "**ADJOINING PROPERTY**").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

- 2. Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove **garden wall, landscape, trees and irrigation system**, of the size and in the method shown on the attached and incorporated Exhibit "K" (collectively, the "**IMPROVEMENTS**").
- 3. Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.
- 4. Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

If the City causes damage to or destruction of Licensee's Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City's uses of the Licensed Property substantially interfere with or destroy Licensee's use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in this Agreement, subject to earlier termination as set out in this Agreement.
6. **Limits on License.** The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the "FACILITIES").

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

7. **Conditions.**

- A. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. **Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
- C. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the other owners of the Adjoining Property at the time, if any.
- D. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities

is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.

- E. **Security Deposits.** Licensee is not required to post a security deposit.
- F. **Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

- 8. **Insurance.** Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$500,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Austin as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Austin is named as an additional insured.

- 9. **INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, AND REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER ("CLAIMS") THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT**

NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTling THE CLAIMS.

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee of any obligations in this Agreement. In no event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance referred to in this Agreement does not affect Licensee's obligations under this Section. Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee shall require its general partner, if applicable, and all subcontractors to indemnify City as provided in this Section.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify extends to injuries caused by defective conditions present on the Licensed Property, INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.

10. Termination.

A. Termination by Licensee. Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if:

1. The Improvements, or a portion of them, interfere with the City's rights in the right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to timely paying the annual fee (if applicable) or properly and timely maintaining the Improvements;
6. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
7. Licensee fails to properly and timely maintain the Improvements as set out herein; or
8. City provides ninety-one (91) days' prior written notice of such termination for any reason.

C. Termination by Abandonment. If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
12. **Venue.** Venue for all lawsuits concerning this Agreement must be in the State District courts of Austin, Travis County, Texas.
13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.
14. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

If to City:

**City of Austin - Office of Real Estate Services
Land Management Division – ORES 13th Floor
P.O. Box 1088
Austin, TX 78767
Phone: 512-974-7090
Fax: 512-974-7088**

If to Licensee:

**Malone Park Community Inc.
13620 North FM 620, Building B, Suite 150
Austin, Texas 78717
Phone: 512-799-8892**

If to Landowners:

**CalAtlantic Homes of Texas, Inc.
13620 North FM 620, Building B, Suite 150
Austin, Texas 78717
Phone: 512-506-4317**

15. **Default.** If Licensee fails to pay the annual rent (if applicable), provide certificates of insurance, maintain the Licensed Property, comply with the insurance requirements of this Agreement, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days' of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

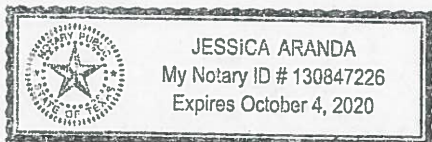
Terms and Conditions Accepted on August 6th A.H.
July 24, 2019.

CITY OF AUSTIN, a Texas home rule municipal corporation

By: Alex Gale
Alex Gale, Interim Officer
Office of Real Estate Services A.J.H.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 6, 2019, by Alex Gale, Interim Officer, Office of Real Estate Services, City of Austin, a Texas municipal corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

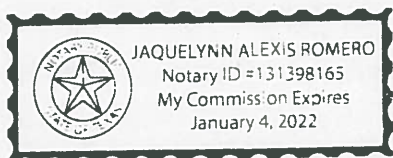
LICENSEE:
Malone Park Community, Inc., a Texas non-profit corporation

By: Kathy Frazier
Kathy Frazier, Director

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Kathy Frazier, Director of Malone Park Community, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of July, A.D. 2019.



[Signature]
Notary Public, State of Texas

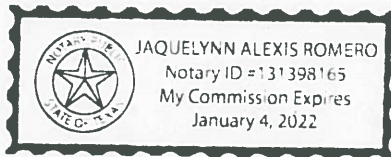
Landowner Consent:

Landowner, CalAtlantic Homes of Texas, Inc., a Delaware corporation, consents to this License Agreement by signing this License on July 24 2019. Further, the undersigned hereby consents to the covenant on the Adjoining Property as contemplated in 7(B) hereof.

By: [Signature]
Name: Kevin Pape
Title: Vice President

State of Texas §
County of Travis §

This instrument was acknowledged before me on July 24 2019, by Kevin Pape, Vice President of CalAtlantic Homes of Texas, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

0.0392 Acre
Page 1 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
October 29, 2018

STATE OF TEXAS

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COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0392 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Samson Drive (50' right-of-way), as dedicated in Malone Subdivision, Section One, recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas and a portion of Bilbrook Place (64' right-of-way), as dedicated in Texas Oaks Five, a subdivision recorded in Book 86, Page 87C of the Plat Records of Travis County, Texas; said 0.0392 acre area is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the westerly right-of-way line of said Bilbrook Place, being the southeast return corner of said Samson Drive and the northeast corner of Lot 34, Block "E", of said Malone Subdivision, Section One;

THENCE, leaving the westerly right-of-way line of said Bilbrook Place, with the common southerly right-of-way line of Samson Drive and northerly line of said Lot 34, Block "E", for the following three (3) courses:

- 1) With a curve to the left, having a central angle of 85°16'59", a radius of 15.00 feet, a long chord of 20.32 feet (chord bears N58°56'19"W), for an arc distance of 22.33 feet a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 2) S78°25'11"W, a distance of 78.69 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;
- 3) With said curve to the left, having a central angle of 71°02'46", a radius of 15.00 feet, a long chord of 17.43 feet (chord bears S42°53'48"W), for an arc distance of 18.60 feet to a calculated point, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common southeast corner of Samson Drive and the northeast corner of Buster Drive (50' right-of-way), as dedicated in Texas Oaks Five, bears S02°06'18"E, a chord distance of 4.94 feet;

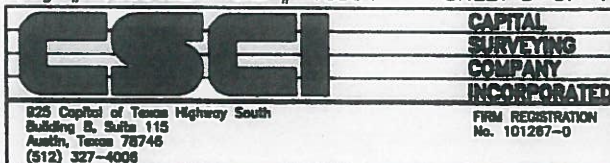
THENCE, leaving the northerly line of said Lot 34, Block "E", across Samson Drive and said Bilbrook Place, for the following six (6) courses:

- 1) S78°25'11"W, a distance of 11.00 feet to the calculated point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right, having a central angle of 80°54'22", a radius of 24.50 feet, a long chord of 31.79 feet (chord bears N37°57'59"E), for an arc distance of 34.60 feet the calculated point of tangency;
- 3) N78°25'11"E, a distance of 81.05 feet to the calculated point of curvature of a curve to the right;
- 4) With said curve to the right, having a central angle of 87°06'03", a radius of 24.50 feet, a long chord of 33.76 feet (chord bears S58°01'50"E), for an arc distance of 37.24 feet the calculated point of tangency;
- 5) S21°26'57"E, a distance of 21.51 feet to the calculated southeast corner of the herein described tract;

WITNESS MY HAND AND SEAL at Austin, Travis
County, Texas this the 29th day of October 2018, A.D.

- 1) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.
- 2) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GRID).

Dwg. # 16504e2 CRD # 16504 SHEET 3 OF 4



**SURVEY OF 0.0392 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	13°08'53"	332.06'	76.20'	76.03'	S09°43'23"E
C2	85°16'59"	15.00'	22.33'	20.32'	N58°56'19"W
C3	71°02'46"	15.00'	18.60'	17.43'	S42°53'48"W
C4	80°54'22"	24.50'	34.60'	31.79'	N37°57'59"E
C5	87°06'03"	24.50'	37.24'	33.76'	S58°01'50"E
C6	03°49'10"	332.06'	22.14'	22.13'	N18°12'25"W
C7	04°17'09"	332.06'	24.83'	24.83'	S22°15'35"E
C8	18°57'14"	15.00'	4.96'	4.94'	S02°06'18"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°08'57"E	0.58'
L2	S78°25'11"W	11.00'
L3	S21°26'57"E	21.51'
L4	S69°54'34"W	12.14'
L5	S81°06'05"W	58.40'

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.P.R. TRAVIS COUNTY PLAT RECORDS
() RECORD INFORMATION
⊗ 1/2" IRON ROD FOUND WITH PLASTIC CAP
MARKED "CAPITAL SURVEYING CO. INC."
▲ CALCULATED POINT

Dwg. # 16504e2 CRD # 16504

SHEET 4 OF 4

CSI

825 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78748
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

0.0769 Acre
Page 1 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
January 23, 2019

STATE OF TEXAS

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COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0769 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Samson Drive (50' right-of-way) and a portion of Buster Drive (50' right-of-way) Malone Subdivision, Section One, recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas and a portion of Bilbrook Place (64' right-of-way), as dedicated in Texas Oaks Five, a subdivision recorded in Book 86, Page 87C of the Plat Records of Travis County, Texas; said 0.0769 acre area is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common east corner of the said Lot 3, Block "C", and Lot 2, Block "C", Malone Subdivision, Section One, being on the westerly right-of-way line of said Bilbrook Place, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common northeast corner of said Lot 2, Block "C" and the southeast corner of Lot 1, Block "C", Malone Subdivision, Section One, bears N03°08'57"W, 40.49 feet;

THENCE, leaving the easterly line of said Lot 3, Block "C", across said Bilbrook Place, Samson Drive and Buster Drive, for the following seven (7) courses:

- 1) N82°59'36"E, a distance of 10.51 feet to the calculated point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right, having a central angle of 82°07'42", a radius of 25.50 feet, a long chord of 33.51 feet (chord bears S36°19'34"W), an arc distance of 36.56 feet to the calculated point of tangency;
- 3) S78°25'11"W, a distance of 69.81 feet to the calculated point of curvature of a curve to the right;
- 4) With said curve to the right, having a central angle of 53°07'48", a radius of 24.50 feet, a long chord of 21.91 feet (chord bears N75°00'57"W), for an arc distance of 22.72 feet to the calculated point of reverse curvature of a curve to the left;
- 5) With said curve to the left, having a central angle of 196°15'37", a radius of 40.50 feet, a long chord of 80.19 feet (chord bears S33°25'12"W), for an arc distance of 138.73 feet to the calculated point of reverse curvature of a curve to the right;
- 6) With said curve to the right, having a central angle of 53°07'49", a radius of 24.50 feet, a long chord of 21.91 feet (chord bears S38°08'43"E), for an arc distance of 22.72 feet to the calculated point of reverse curvature of a curve to the left;
- 7) With said curve to the left, having a central angle of 07°40'10", a radius of 314.53 feet, a long chord of 42.07 feet (chord bears S14°40'14"E), for an arc distance of 42.10 feet to the calculated southeast corner of the herein described tract;

THENCE, S70°55'53"W, a distance of 10.47 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the westerly right-of-way line of aforesaid Buster Drive, for the common east corner of said Lot 3, Block "C" and Lot 4, Block "C", Malone Subdivision, Section One, for the southwest corner of the herein described tract;

0.0769 Acre
Page 2 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
January 23, 2019

THENCE, leaving the northeast corner of said Lot 4, Block "C", along the common easterly line of said Lot 3, Block "C" and the westerly and northerly right-of-way lines of aforesaid Samson Drive, Buster Drive, and Bilbrook Place, for the following seven (7) courses:

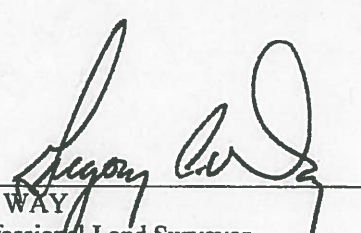
- 1) With a curve to the right, having a central angle of $6^{\circ}56'36''$, a radius of 325.00 feet, a long chord of 39.36 feet (chord bears $N15^{\circ}03'07''W$), for an arc distance of 39.38 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 2) $N11^{\circ}34'49''W$, a distance of 0.18 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;
- 3) With said curve to the left, having a central angle of $48^{\circ}11'23''$, a radius of 25.00 feet, a long chord of 20.41 feet (chord bears $N35^{\circ}40'30''W$), for an arc distance of 21.03 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point reverse curvature of a curve to the right;
- 4) With said curve to the right, having a central angle of $186^{\circ}22'45''$, a radius of 50.00 feet, a long chord of 99.84 feet (chord bears $N33^{\circ}25'11''E$), for an arc distance of 162.65 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point reverse curvature of a curve to the left;
- 5) With said curve to the left, having a central angle of $48^{\circ}11'23''$, a radius of 25.00 feet, a long chord of 20.41 feet (chord bears $S77^{\circ}29'07''E$), for an arc distance of 21.03 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 6) $N78^{\circ}25'11''E$, a distance of 65.45 feet to a calculated point of curvature of a curve to the left;
- 7) With said curve to the left, having a central angle of $81^{\circ}34'08''$, a radius of 15.00 feet, a long chord of 19.60 feet (chord bears $N37^{\circ}38'07''E$), for an arc distance of 21.36 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.0769 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of January, 2019.



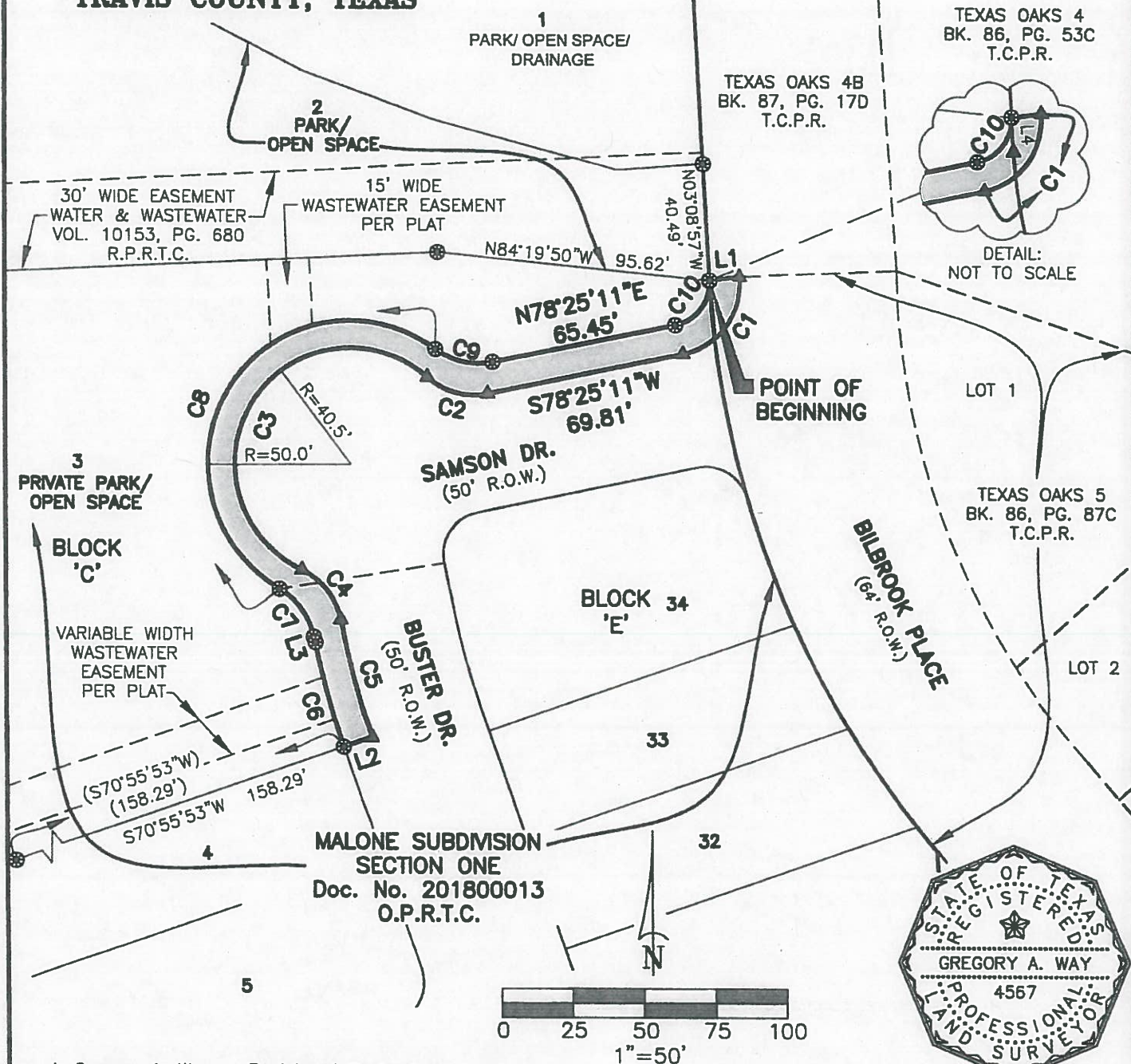

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

FIELD NOTES REVIEWED

BY  DATE: 05-17-2019

CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

**SURVEY OF 0.0769 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of January 2019, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

GENERAL NOTES:

- 1) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.
- 2) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GRID).

Dwg. # 16504e5

CRD # 16504

SHEET 3 OF 4

CSCI

825 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

0.0743 Acre
Page 1 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
January 23, 2019

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0743 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Lot 3, Block "C", Malone Subdivision, Section One, recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas; said 0.0743 acre area, being also a portion of a drainage easement, variable width wastewater easement, 15' wide wastewater easement and a 10' public utility easement (Plat Note 20) all as dedicated on said plat, is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of the said Lot 3, Block "C", Malone Subdivision, Section One, same being the southeast corner of Lot 2, Block "C" for the common northwest corner of Bilbrook Place (64' right-of-way) as dedicated in Texas Oaks Five, a subdivision recorded in Book 86, Page 87C of the Plat Records of Travis County, Texas and the southwest corner of Texas Oaks Four B, a subdivision recorded in Book 87, Page 17D of the said Plat Records;

THENCE, with the common northerly right-of-way line of Samson Drive (50' right-of-way) as dedicated in the said Malone Subdivision, Section One subdivision, and southerly line of said Lot 3, Block "C", for the following four (4) courses:

- 1) With a curve to the right, having a central angle of 81°34'08", a radius of 15.00 feet, a long chord of 19.60 feet (chord bears S37°38'07"W), for an arc distance of 21.36 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 2) S78°25'11"W, a distance of 65.45 feet to a calculated point of curvature of a curve to the right;
- 3) With said curve to the right, having a central angle of 48°11'23", a radius of 25.00 feet, a long chord of 20.41 feet (chord bears N77°29'07"W), for an arc distance of 21.03 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of reverse curvature of a curve to the left;
- 4) With said curve to the left, having a central angle of 32°46'07", a radius of 50.00 feet, a long chord of 28.21 feet (chord bears N69°46'30"W), for an arc distance of 28.60 feet to the calculated northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing along the westerly right-of-way line of the said Samson Drive and Buster Drive (50' right-of-way) as dedicated in said Malone Subdivision, Section One, being the easterly line of said Lot 3, Block "C", for the following four courses:

- 1) With a curve to the left, having a central angle of 153°36'38", a radius of 50.00 feet, a long chord of 97.36 feet (chord bears S17°02'07"W), for an arc distance of 134.05 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point reverse curvature of a curve to the right;
- 2) With said curve to the right, having a central angle of 48°11'23", a radius of 25.00 feet, a long chord of 20.41 feet (chord bears S35°40'30"E), for an arc distance of 21.03 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

0.0743 Acre
Page 2 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
January 23, 2019

- 3) S11°34'49"E, a distance of 0.18 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;
- 4) With a curve to the left, having a central angle of 6°56'36", a radius of 325.00 feet, a long chord of 39.36 feet (chord bears S15°03'07"E), for an arc distance of 39.38 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the westerly right-of-way line of aforesaid Buster Drive, for the common east corner of said Lot 3, Block "C" and Lot 4, Block "C", Malone Subdivision, Section One, for the southeast corner of the herein described tract;

THENCE, S70°55'53"W, leaving the westerly right-of-way line of said Buster Drive, with the common line between said Lots 3 and 4, Block "C", a distance of 26.52 feet to a calculated point for the southwest corner of the herein described tract, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common westerly corner of said Lot 3, Block "C" and Lot 4, Block "C", bears S70°55'53"W, a distance of 131.77 feet;

THENCE, leaving the northerly line of said Lot 4, Block "C", across said Lot 3, Block "C", for the following three (3) courses:

- 1) N18°05'58"W, a distance of 107.94 feet to a calculated point for corner;
- 2) N09°52'16"E, a distance of 59.03 feet to a calculated point for corner;
- 3) S85°35'22"E, a distance of 55.00 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.0743 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

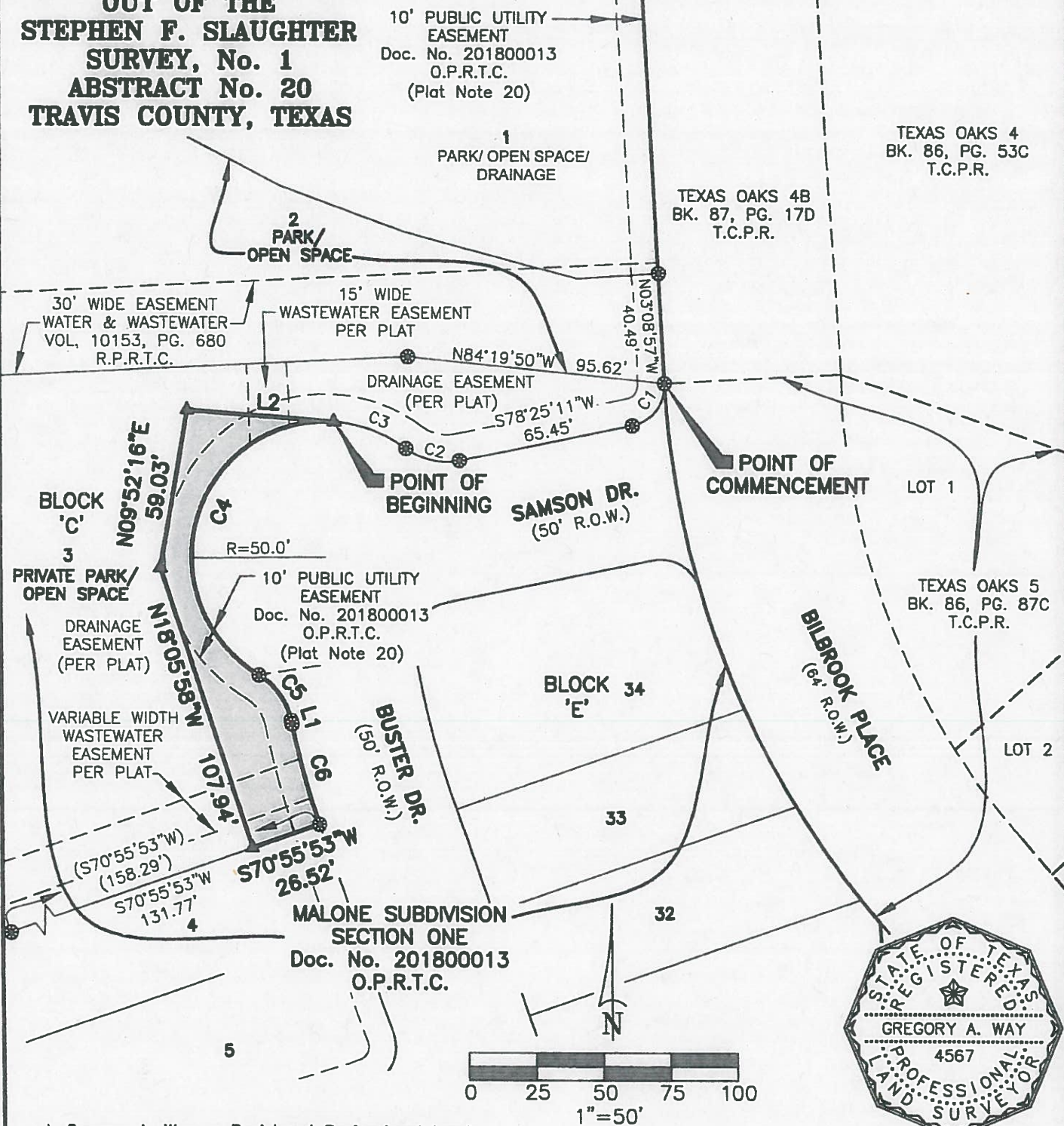
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of January, 2019.



GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

FIELD NOTES REVIEWED
BY: [Signature] DATE: 05-17-2019
CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

**SURVEY OF 0.0743 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of January 2019, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

GENERAL NOTES:

- 1) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.
- 2) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GRID).

Dwg. # 16504e6

CRD # 16504

SHEET 3 OF 4

CSCI

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	81°34'08"	15.00'	21.35'	19.60'	S37°38'07"W
C2	48°11'23"	25.00'	21.03'	20.41'	N77°29'07"W
C3	32°46'07"	50.00'	28.60'	28.21'	N69°46'30"W
C4	153°36'38"	50.00'	134.05'	97.36'	S17°02'07"W
C5	48°11'23"	25.00'	21.03'	20.41'	S35°40'30"E
C6	06°56'36"	325.00'	39.39'	39.36'	S15°03'07"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S11°34'49"E	0.18'
L2	S85°35'22"E	55.00'

O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.P.R. TRAVIS COUNTY PLAT RECORDS
() RECORD INFORMATION
● 1/2" IRON ROD FOUND WITH PLASTIC CAP
MARKED "CAPITAL SURVEYING CO. INC."
▲ CALCULATED POINT
BREAK IN SCALE

SHEET 4 OF 4



825 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 191267-9

LA 1148-1901

0.1001 Acre
Page 1 of 4Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
October 29, 2018

STATE OF TEXAS

§

COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.1001 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Bramble Berry Drive (50' right-of-way) and a portion of that 0.1019 acre right-of-way, both as dedicated in Malone Subdivision, Section One, a subdivision recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas, and a portion of Slaughter Creek Drive (right-of-way varies) as dedicated in Volume 3789, Page 707 of the Real Property Records of Travis County Texas; said 0.1001 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common southeast corner of Lot 1, Block "B", of said Malone Subdivision, Section One, and the northeast corner of the said 0.1019 acre right-of-way dedication, being on the westerly remainder line of that 40.483 acre tract conveyed to CalAtlantic Homes of Texas, Inc. as recorded in Document No. 2016128840 of the said Official Public Records, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common northeast corner of said Lot 1, Block "B" and the southeast corner of Lot 2, Block "B", Malone Subdivision, Section One, bears N03°27'51"E, 14.99 feet;

THENCE, S03°27'51"W, leaving the southeast corner of said Lot 1, Block "B", at a distance of 19.99 feet pass the calculated southeast corner of the said 0.1019 acre right-of-way dedication, and crossing through aforesaid Slaughter Creek Drive, for a total distance of 40.87 feet to the calculated southeast corner of the herein described tract;

THENCE, continuing across Slaughter Creek Drive, Bramble Berry Drive and the said 0.1019 acre right-of-way dedication, for the following eight (8) courses:

- 1) N55°00'18"W, a distance of 11.73 feet to a calculated point for corner;
- 2) N73°25'22"W, a distance of 62.91 feet to the calculated point of curvature of a non-tangent curve to the left;
- 3) With said non-tangent curve to the left, having a central angle of 01°45'59", a radius of 474.91 feet, a long chord of 14.64 feet (chord bears N81°13'30"W), for an arc distance of 14.64 feet to the calculated point of non-tangency;
- 4) N86°06'37"W, for a distance of 50.95 feet to the calculated point of curvature of a non-tangent curve to the right;
- 5) With said non-tangent curve to the right, having a central angle of 35°55'56", a radius of 27.19 feet, a long chord of 16.77 feet (chord bears N67°50'44"W), for an arc distance of 17.05 feet to the calculated point of compound curvature of a curve to the right;
- 6) With said curve to the right, having a central angle of 49°14'28", a radius of 35.98 feet, a long chord of 29.98 feet (chord bears N13°47'26"W), for an arc distance of 30.92 feet to the calculated point of non-tangency;
- 7) N52°50'20"E, for a distance of 6.15 feet to a calculated point for corner;

0.1001 Acre
Page 2 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
October 29, 2018

- 8) S86°34'55"E, a distance of 6.33 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a non-tangent curve to the left on the easterly right-of-way line of said Bramble Berry Drive;

THENCE, with the easterly right-of-way line of said Bramble Berry Drive, common northerly line of the said 0.1019 acre right-of-way dedication and southerly line of said Lot 1, and Lot 2, Block "B", for the following three (3) courses:

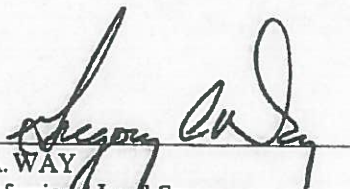
- 1) With said non-tangent curve to the left, having a central angle of 91°21'12", a radius of 15.00 feet, a long chord of 21.46 feet (chord bears S42°15'38"E), at an arc distance of 4.48 feet, pass a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common westerly corner of aforesaid Lot 1 and Lot 2, Block "B", and continuing for a total arc distance of 23.92 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency, being on the aforesaid northerly line of the aforesaid 0.1019 acre right-of-way dedication;
- 2) S85°39'06"E, a distance of 94.24 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 3) S82°33'25"E, a distance of 41.07 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.1001 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 29th day of October, 2018.



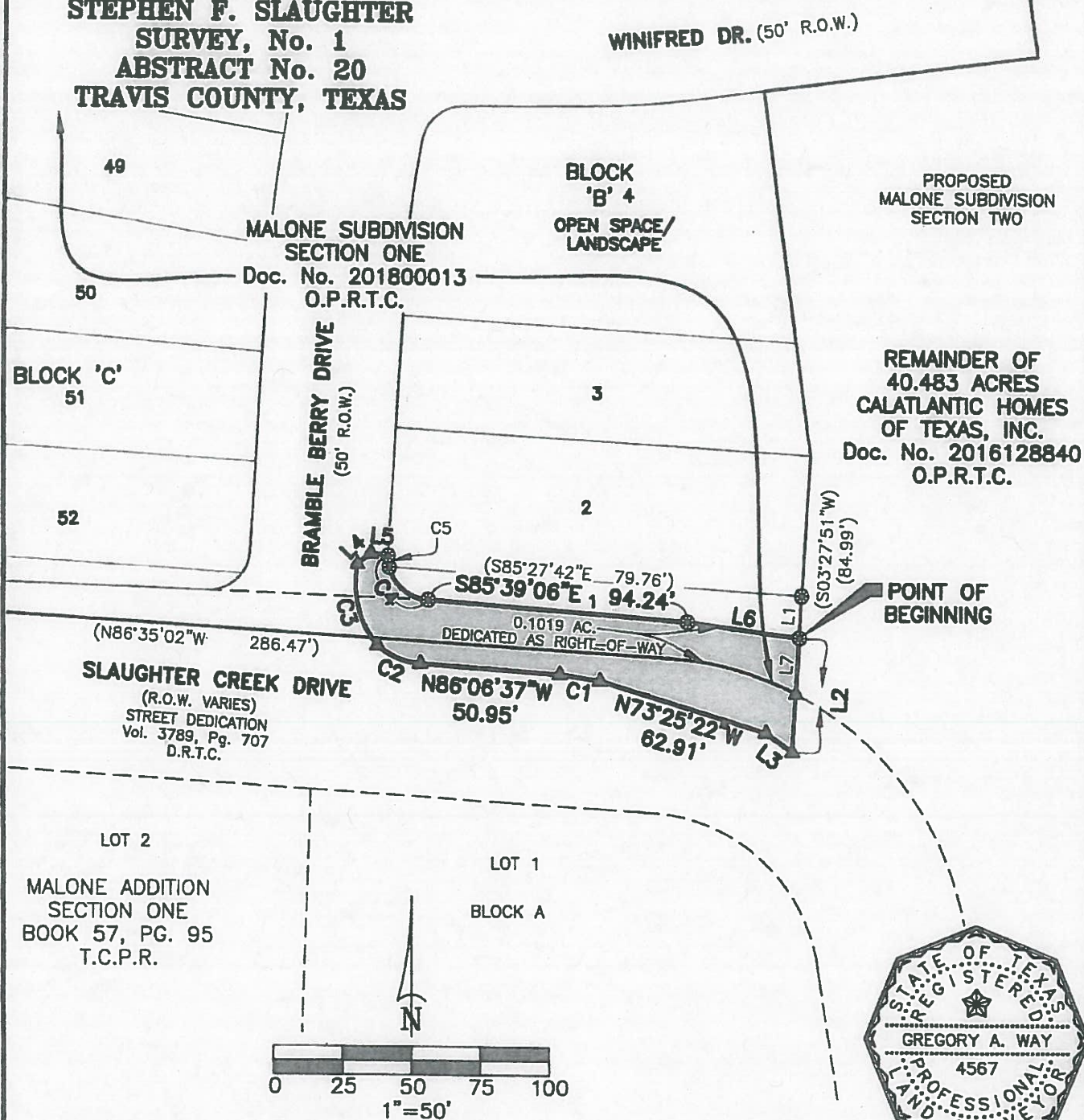

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

FIELD NOTES REVIEWED

BY:  DATE: 05-17-2019

CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

**SURVEY OF 0.1001 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 29th day of October 2018, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

GENERAL NOTES:

- 1) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.
- 2) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GRID).

Dwg. # 16504e4

CRD # 16504

SHEET 3 OF 4

CSCI

525 Capital of Texas Highway South
Building A, Suite 115
Austin, Texas 78748
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY**

INCORPORATED
FIRM REGISTRATION
No. 101287-0

**SURVEY OF 0.1001 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	01°45'59"	474.91'	14.64'	14.64'	N81°13'30"W
C2	35°55'56"	27.19'	17.05'	16.77'	N67°50'44"W
C3	49°14'28"	35.98'	30.92'	29.98'	N13°47'26"W
C4	91°21'12"	15.00'	23.92'	21.46'	S42°15'38"E
C5	17°06'22"	15.00'	4.48'	4.46'	S05°08'13"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°27'51"E	14.99'
L2	S03°27'51"W	40.87'
L3	N55°00'18"W	11.73'
L4	N52°50'20"E	6.15'
L5	S86°34'55"E	6.33'
L6	S82°33'25"E	41.07'
L7	S03°27'51"W	19.99'

LEGEND

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
D.R.T.C.	DEED RECORDS TRAVIS COUNTY
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
()	RECORD INFORMATION
⊗	1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
▲	CALCULATED POINT

Dwg. # 16504e4 CRD # 16504 SHEET 4 OF 4

CSCI

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78748
(512) 327-4006

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

LA 1148-1901

0.0760 Acre
Page 1 of 4Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
October 29, 2018

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0760 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Bramble Berry Drive (50' right-of-way), a portion of that 0.1019 acre right-of-way dedication, both as dedicated in Malone Subdivision, Section One, a subdivision recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas and a portion of Slaughter Creek Drive (right-of-way varies) as dedicated in Volume 3789, Page 707 of the Real Property Records of Travis County Texas; said 0.0760 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common southwest corner of the said Lot 53, Block "C", and the northwest corner of the said 0.1019 acre right-of-way dedication, being on the easterly line of Lot 4, Malone Addition, Section 4, a subdivision recorded in Book 79, Page 112 of the Plat Records of Travis County, Texas, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common northwest corner of said Lot 53, Block "C" and the southwest corner of Lot 52, Block "C", Malone Subdivision, Section One, bears N09°37'00"E, 9.93 feet;

THENCE, S88°01'16"E, leaving the easterly line of said Lot 4, with the common northerly line of the said 0.1019 acre right-of-way dedication and the southerly line of said Lot 53, a distance of 115.84 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;

THENCE, leaving the northerly line of the said 0.1019 acre right-of-way dedication, along the common easterly line of said Lot 53 and the westerly right-of-way line of Bramble Berry Drive, with said curve to the left, having a central angle of 56°11'52", a radius of 15.00 feet, a long chord of 14.13 feet (chord bears N63°52'48"E), for an arc distance of 14.71 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common southeast corner of said Lot 53, Block "C" and the southeast corner of Lot 52, Block "C";

THENCE, leaving the southeast corner of said Lot 53, Block "C", across Bramble Berry Drive, the said 0.1019 acre right-of-way dedication and Slaughter Creek Drive, for the following eight (8) courses:

- 1) S87°18'02"E, a distance of 6.77 feet to the calculated point of curvature of a non-tangent curve to the left;
- 2) With said non-tangent curve to the left, having a central angle of 25°32'23", a radius of 22.79 feet, a long chord of 10.07 feet (chord bears N12°19'51"E), for an arc distance of 10.16 feet to a calculated point, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the right on the westerly right-of-way line of said Bramble Berry Drive, bears S74°55'20"W, 6.33 feet;
- 3) S47°55'28"E, for a distance of 5.76 feet to a calculated point for corner;
- 4) S03°24'58"W, for a distance of 9.46 feet to the calculated point of curvature of a non-tangent curve to the right
- 5) With said non-tangent curve to the right, having a central angle of 46°37'51", a radius of 25.73 feet, a long chord of 20.36 feet (chord bears S21°04'13"W), for an arc distance of 20.94 feet to the calculated point of compound curvature of a curve to the right;

0.0760 Acre
Page 2 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
October 29, 2018

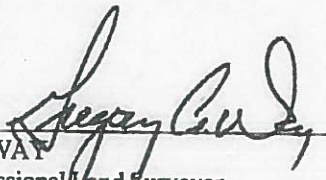
- 6) With said curve to the right, having a central angle of $39^{\circ}51'29''$, a radius of 28.00 feet, a long chord of 19.09 feet (chord bears $S71^{\circ}37'18''W$), for an arc distance of 19.48 feet to the calculated point of tangency;
- 7) $N88^{\circ}47'17''W$, for a distance of 116.70 feet to a calculated point for corner;
- 8) $N02^{\circ}26'04''E$, at a distance of 14.09 feet, pass the calculated southwest corner of the said 0.1019 acre right-of-way dedication, from which a calculated point for the southeast corner of aforesaid Lot 4, Malone Addition, Section 4, bears $N86^{\circ}35'02''W$, a distance of 1.26 feet and continuing with the westerly line of the aforesaid 1.1019 acre right-of-way dedication, for a total distance of 24.14 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.0760 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 29th day of October, 2018.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

FIELD NOTES REVIEWED

BY  DATE: 05.17.2019

CITY OF AUSTIN

PUBLIC WORKS DEPARTMENT

**SURVEY OF 0.0760 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**

MALONE ADDITION
SECTION 3
BOOK 75, PG. 147
T.C.P.R.

LOT 4

LOT 4
MALONE ADDITION SECTION 4
BOOK 79, PG. 112
T.C.P.R.

POINT OF
BEGINNING



DETAIL:
NOT TO SCALE LOT 3



0 25 50 75 100
1"=50'

BLOCK 'C'
51

52

(N88°01'16"W 115.84')

S88°01'16"E 53 115.84'

0.1019 AC.
DEDICATED AS RIGHT-OF-WAY

N88°47'17"W 116.70'

MALONE SUBDIVISION
SECTION ONE
Doc. No. 201800013
O.P.R.T.C.

BRAMBLE BERRY DRIVE
(50' R.O.W.)

WINIFRED DR.
(50' R.O.W.)

OPEN SPACE/
LANDSCAPE

BLOCK
'B'
2

SLAUGHTER CREEK DRIVE
(R.O.W. VARIES)

STREET DEDICATION
Vol. 3789, Pg. 707
D.R.T.C.

0.1019 AC.
DEDICATED AS RIGHT-OF-WAY

(N86°35'02"W 286.47')

LOT 2
MALONE ADDITION
SECTION ONE
BOOK 57, PG. 95
T.C.P.R.

LOT 1
BLOCK A



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of October 2018, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

GENERAL NOTES:

- 1) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.
- 2) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GRID).

Dwg. # 16504e3

CRD # 16504

SHEET 3 OF 4

CSEI

825 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101257-0

**SURVEY OF 0.0760 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	56°11'52"	15.00'	14.71'	14.13'	N63°52'48"E
C2	25°32'23"	22.79'	10.16'	10.07'	N12°19'51"E
C3	46°37'51"	25.73'	20.94'	20.36'	S21°04'13"W
C4	39°51'29"	28.00'	19.48'	19.09'	S71°37'18"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°37'00"E	9.93'
L2	S87°18'02"E	6.77'
L3	S47°55'28"E	5.76'
L4	S03°24'58"W	9.46'
L5	N02°26'04"E	24.14'
L6	S74°55'20"W	6.33'
L7	N03°24'58"E	31.97'
L8	N02°26'04"E	14.09'
L9	N86°35'06"W	1.26'

LEGEND

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
D.R.T.C.	DEED RECORDS TRAVIS COUNTY
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
()	RECORD INFORMATION
⊗	1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
▲	CALCULATED POINT

Dwg. # 16504e3 CRD # 16504

SHEET 4 OF 4

CSI

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SCHEDULE	OF	DRAWINGS
L1.1	1	COVER
L1.2	1	NOTES
L1.3	1	LICENSE AGREEMENT PLAN
L1.4	1	LICENSE AGREEMENT PLAN
L1.5	1	NOTES AND DETAILS
L1.6	1	IRRIGATION PLAN
L1.7	1	IRRIGATION PLAN
L1.8	1	IRRIGATION NOTES AND DETAILS

MALONE
LICENSE AGREEMENT PLANS
10109 SLAUGHTER CREEK DRIVE AUSTIN, TX 78748

OWNER
C. J. Malone
10109 Slaughter Creek Drive
Austin, Texas 78748
512.234.0000

DESIGNER
C. J. Malone
10109 Slaughter Creek Drive
Austin, Texas 78748
512.234.0000

ENGINEER
L. A. Malone
10109 Slaughter Creek Drive
Austin, Texas 78748
512.234.0000

LANDSCAPE ARCHITECT
P. J. Malone
10109 Slaughter Creek Drive
Austin, Texas 78748
512.234.0000

(3) NH_4NO_3 (aq) \rightarrow

- [illegible]

(37) ORIGINAL FULLY WRITTEN NOTES

- [illegible]

FROM CONSTITUTIONAL AND POLITICAL THEORY

- [illegible]

THESE WILL COME: PLECTRA AREAL!

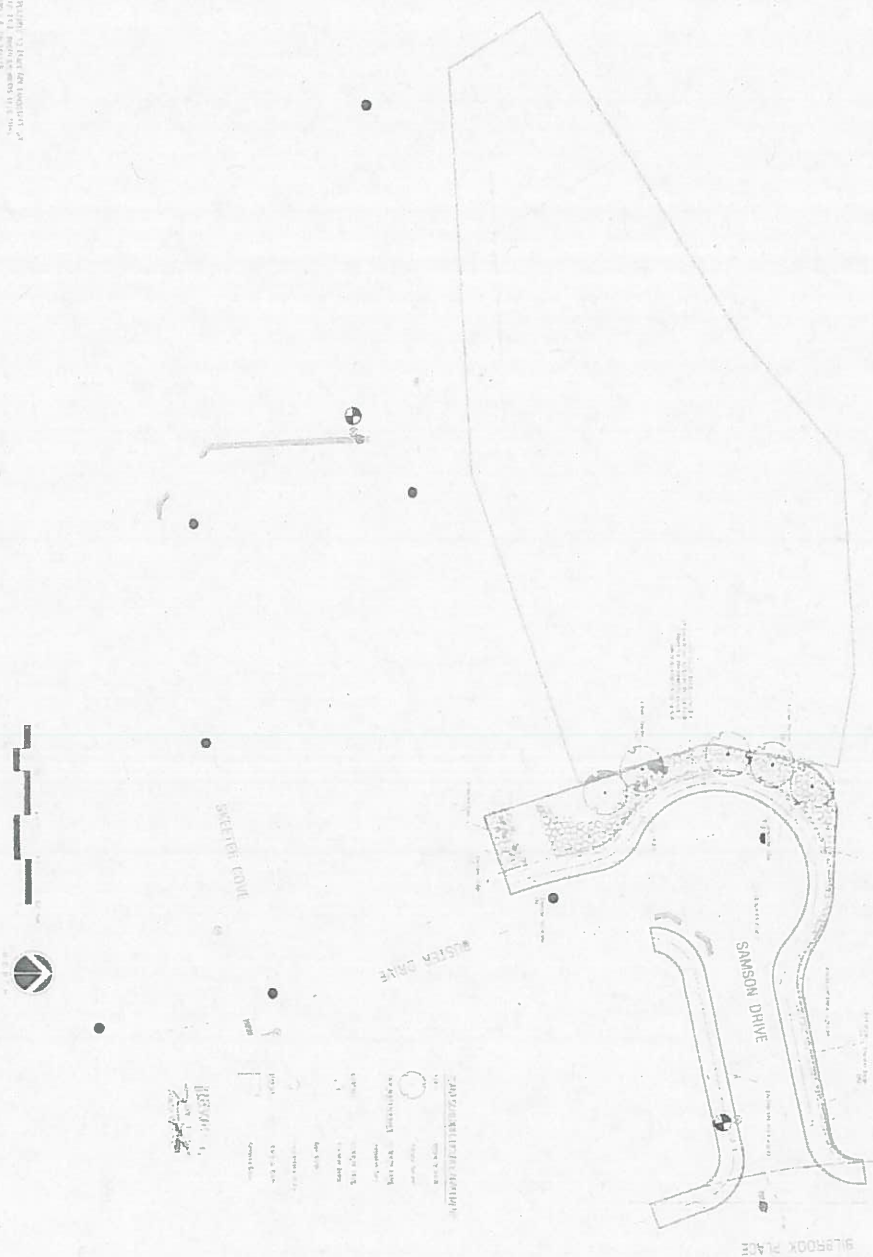
- There will be feedback from the new research station in New Mexico. The first Advanced 7000 is now in the air.

The price is comparable with other 2 bedrooms properties for sale in the area with 100 sq ft. kitchen. Modern design kitchen with granite top, stainless steel appliances, built-in oven, dishwasher, refrigerator, and microwave. The property is located in a quiet neighborhood with a large lot and a beautiful view of the city. The property is also close to schools, shopping, and public transportation. For more information, please call 760-760-7607.

- [illegible]



THIS PLAN WAS PREPARED BY THE ENGINEER FOR THE PURPOSES OF THE LICENSE AGREEMENT PLAN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



MALONE LICENSE AGREEMENT PLAN

OWNER	TRUSTEES	DESIGNER
CLAYTON, JAMES & SONS, INC.		CLAYTON, JAMES & SONS, INC.

LICENSE AGREEMENT PLAN

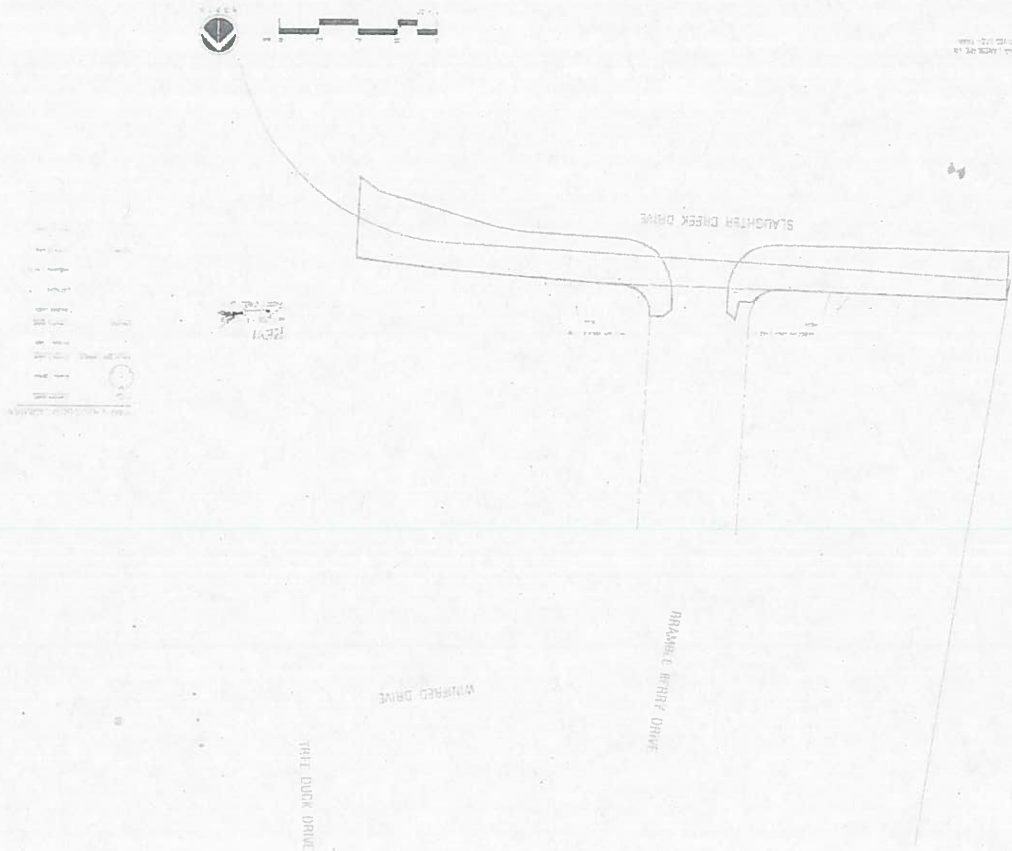


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MALONE LICENSE AGREEMENT PLAN
LICENSE AGREEMENT PLAN



MALONE LICENSE AGREEMENT PLAN

NOTES AND DETAILS



1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2

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MALONE PARK LICENSE AGREEMENT PLAN

IRRIGATION PLAN



MADE BY



IRRIGATION PLAN

1512

51114112112

PARIS DISCIN

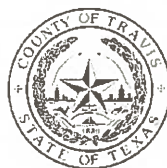


IR-1.3

After recording, return to:

City of Austin - Office of Real Estate Services
Land Management Division – ORES 13th Floor
P.O. Box 1088
Austin, TX 78767

Attn: Andy Halm
F# LA 1148-1901



2019119711

COPY

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Aug 08, 2019 11:44 AM
Fee: \$166.00 TOMSR