



McCormick Mountain

Joint Access - Phase III

Lots 3-4

DECLARATION OF JOINT ACCESS, JOINT USE DRIVEWAY AND UTILITY EASEMENTS, PHASE III

This Declaration of Joint Access, Joint Use Driveway and Utility Easements (this "**Declaration**") is executed and entered into on this the ____ day of _____, 2012, by Vistas of McCormick Mountain Development, Inc., a Texas corporation (referred to herein as "**Developer**"). The undersigned Developer is the owner of the property at the time of recordation of this Declaration. The property is located in Travis County, Texas, and is locally known as lots within the "**McCormick Mountain Subdivision**."

ARTICLE I. RECITALS

The following facts are correct and form the basis of this Declaration:

1.1 WHEREAS, Developer is recording this Declaration in the Official Public Records of Travis County contemporaneously with, but immediately prior to, the subdivision plat for the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III, so that the Document Number under which this Declaration is recorded may be provided on the subdivision plat. A metes and bounds description of the real property to be subdivided pursuant to the above-referenced subdivision plat is provided herewith. However, particular lots to be contained within the subdivision are described herein as if the subdivision has already occurred.

1.2 WHEREAS, Developer is the owner of that certain 13.013-acre tract of land, more particularly described by metes and bounds in the attached Exhibit A, to be subdivided pursuant to the subdivision plat for the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III. This Declaration shall encumber Lot 3, Block A ("**Lot A**") and Lot 4, Block A ("**Lot B**") within the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III, Travis County, Texas, to be recorded herewith on _____, 2012 ("**Lot A**" and "**Lot B**" are collectively referred to herein as the "**Property**");

1.3 WHEREAS, Developer desires to impose upon that portion of the Property described by metes and bounds in the attached Exhibit B, incorporated herein for all purposes (the "**Access & Water Easement Property**"), certain easements, restrictions, covenants and conditions pursuant to which the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees, may: ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and between Lot A and Lot B; and place, construct, install, inspect, operate, replace, relocate, maintain, repair and remove a joint use driveway and water utility facilities (the "**Access & Water Easement Purposes**").

1.4 WHEREAS, Developer desires to impose upon a portion of the Access & Water Easement Property, referred to herein as the "**Electric Distribution Utility**

Easement Property," an electric distribution utility easement (the "**Electric Distribution Utility Easement**") wherein electric and telecommunications systems and facilities may be located (the "**Electric Distribution Utility Easement Purposes**"), said easement being attached hereto as Exhibit C and incorporated herein for all purposes (the Access & Water Easement Property and the Electric Distribution Utility Easement Property are collectively referred to hereinafter as the "**Easement Properties**" and the Access & Water Easement Purposes and the Electric Distribution Utility Easement Purposes are collectively referred to hereinafter as the "**Easement Purposes**").

NOW, THEREFORE, it is declared that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions for the Easement Purposes to benefit of the Property.

ARTICLE II. EASEMENTS

2.1 Joint Access and Joint Use Driveway Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for vehicular and pedestrian ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and across common boundaries across, between and among Lot A and Lot B and for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of a joint use driveway and appurtenances thereto.

2.2 Water Utility Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors and assigns a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of such water utility facilities as are deemed necessary and appropriate by the provider of water utility service to the Property for the provision of water utility service thereto.

2.3 Electric Distribution Utility Easement. Developer's grant of this easement and all appurtenant rights and obligations are wholly contained within the Electric Distribution Utility Easement attached to this Declaration as Exhibit C. In the event of any conflict between the terms of this Declaration and those of the attached Electric Distribution Utility Easement with regard to the rights and obligations of the City of Austin, the terms of the attached Electric Distribution Utility Easement shall control.

ARTICLE III. CONSTRUCTION AND MAINTENANCE

3.1 Joint Use Driveway. Developer shall cause that portion of the joint use driveway located within the Access & Water Easement Property to be installed and constructed in a good and workmanlike manner. For so long as Developer is the owner of the Property, Developer shall be obligated to pay all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property.

Upon their respective purchase of the Property from Developer, the owner of Lot A and the owner of Lot B shall each be obligated to pay fifty-percent (50%) of all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property. If costs to repair any part of that portion of the joint use driveway located within the Access & Water Easement Property exceed normal wear and tear costs, and the person who caused the damage can be identified, that person shall pay one-hundred percent (100%) of those repair costs. The owners of Lot A and Lot B agree to mediate prior to initiating arbitration or litigation if each owner does not agree on: (a) the costs to repair or maintain any part of that portion of the joint use driveway located within the Access & Water Easement Property; (b) the repairs or maintenance that is needed for any part of that portion of the joint use driveway located within the Access & Water Easement Property; or (c) the person who caused the extraordinary damage to any part of that portion of the joint use driveway located within the Access & Water Easement Property.

The owners of Lot A and Lot B shall agree on a mutually acceptable mediator and shall share the costs of mediation equally. Each right and obligation under this Section inure to each owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

3.2 Water Utility Facilities. The water utility facilities to be installed, operated and maintained within the Access & Water Easement Property shall be installed, operated and maintained by the McCormick Mountain Homeowners Association, Inc., pursuant to the terms of that certain Declaration of Homeowners Association and Covenants, Restrictions and Easements for McCormick Mountain, as may be amended from time to time.

3.3 Electrical and Telecommunications Facilities. The electrical and telecommunications facilities to be installed, operated and maintained within the Electric Distribution Utility Easement Property shall be installed, operated and maintained in accordance with the terms of the attached Electric Distribution Utility Easement.

ARTICLE IV. GENERAL PROVISIONS

4.1 Amendment, Assignment and Termination. Developer reserves the right to adjust the width, length and/or location of the Access & Water Easement Property;

create additional easements, restrictions, covenants and conditions applicable to the Easement Properties; and assign, amend, or terminate the easements reserved herein, except for the Electric Distribution Utility Easement.

4.2 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Easement Properties other than the easements and restrictions imposed by this Declaration. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any rights whatsoever.

4.3 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms and provisions hereof.

4.4 Enforcement. The Developer shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Declaration. Failure to enforce any easement or restriction created in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

4.5 Conformity with All Applicable Laws. Nothing in this Declaration shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission occurs. Provisions in this Declaration which may require or permit such a violation shall yield to the law, regulation or requirement.

4.6 Obligations to Run with the Land. The benefits, obligations, easements and restrictions created in this Declaration run with the land described and defined herein as the Easement Properties.

4.7 Non-Merger. It is expressly understood that the Developer does not intend that there be, and there shall in no event be, a merger of title between the dominant and servient estates herein-created by virtue of the present or future ownership of any portion of said estates being vested in the same person(s) or entity; but, instead, Developer intends that the easement servitudes shall not be extinguished thereby and that said dominant and servient estates be kept separate. This instrument shall bind and inure to the benefit of the owners of Lot A and Lot B and their respective heirs, successors, assigns, tenants, employees and invitees.

4.8 Severability. If any part of this Declaration or the application of this Declaration or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, the validity of the remaining portions of this Declaration shall not be affected thereby. All provisions of this Declaration are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this

Declaration, and shall be constructed to give full effect to the intent of Developer in the event of partial invalidity.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Developer has executed this Declaration on the respective date of acknowledgment below, to be effective as of the date first written above.

DEVELOPER:

Vistas of McCormick Mountain Development, Inc.,
a Texas corporation

By: *Michael W. Wilson*
Name: Michael W. Wilson
Title: Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 03-05, 2012, by MICHAEL W. WILSON, as a Director of and on behalf of Vistas of McCormick Mountain Development, Inc., a Texas corporation.

[SEAL]

Marilynn K. Anthenat
Notary Public, State of Texas



JOINDER BY MORTGAGEE

The undersigned, being the sole mortgagee and holding a mortgage against the EASEMENT PROPERTY, joins in and consents to the execution of this Declaration of Easements.

McCormick-Horizon Investors,
a Texas general partnership

By: 

Name: Doug Kadison

Title: President

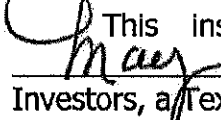
THE STATE OF TEXAS

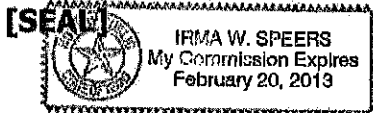
§

§

COUNTY OF TRAVIS

§

 This instrument was acknowledged before me on the 22nd day of May, 2012, by Doug Kadison, President of McCormick-Horizon Investors, a Texas General Partnership.



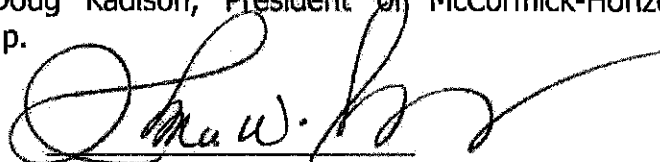

Notary Public, State of Texas

EXHIBIT A

**Metes and Bounds Description of Real Property Contained within
McCORMICK MOUNTAIN SUBDIVISION, PHASE III**

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 1 of 4

13.013 ACRES – MCCORMICK MOUNTAIN PHASE III

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000145403 Official Public Records, Travis County, Texas and further described by meets and bounds as follows:

BEGINNING at a 1/2" iron pin found in the north margin of McCormick Mountain Drive and in the south line of said Keyes tract for the southeast corner of that certain 2.481 acre tract described in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southern most southwest corner of this tract;

THENCE: N 20°11'55" W 317.66 feet with the east line of said Dwyer-Sanders tract and with the west line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Dwyer-Sanders tract, for an exterior ell corner of this tract;

THENCE: over and across said Keyes tract with the west line of this tract the following nine (9) courses:

1. N 78°58'28" E 128.28 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 12°37'08" E 270.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 16°12'36" E 108.68 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 02°23'12" W 83.49 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 25°23'08" W 301.31 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 07°25'08" W 328.33 feet to a 1/2" iron on pin with a yellow plastic cap inscribed "CS, LTD" set,
7. N 74°12'59" W 587.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 71°58'17" W 124.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. N 45°24'50" W 232.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south margin of Weletka Drive and in the north line of said Keyes tract for the northwest corner of this tract;

THENCE: with the south margin of Weletka Drive and the north line of said Keyes tract and this tract the following eight (8) courses:

1. N 42°29'17" E 39.24 feet to a 1/2" iron pin found;
2. 75.24 feet along a curve to the right concave to the south (D= 44°57'00", r= 95.91 feet, lc bears N 64°54'23" E 73.33 feet) to a 1/2" iron pin found;
3. N 87°22'58" E 298.17 feet to a 1/2" iron pin found;
4. 89.93 feet along a curve to the right concave to the south (D= 21°19'26", r=241.63 feet, lc bears S 82°02'37" E 89.41 feet) to a 1/2" iron pin found;
5. S 71°20'27" E 207.39 feet to a 1/2" iron pin found;
6. 206.40 feet along a curve to the left concave to the north (D= 06°09'58", r=1917.81 feet, lc bears S 74°12'13" E 206.30 feet) to a 1/2" iron pin found;
7. S 77°43'33" E 220.73 feet to a calculated point;

Page: 2 of 4

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 2 of 4

8. 23.57 feet along a curve to the right concave to the west ($D=90^{\circ}01'38"$, $r=15.00$ feet, lc bears $S\ 32^{\circ}29'14"$ $E\ 21.22$ feet) to a $1/2"$ iron pin found in the west margin of McCormick Mountain Drive for the northeast corner of said Keyes tract and this tract;


THENCE: with the west margin of McCormick Mountain Drive and the east line of said Keyes tract and this tract the following twelve (12) courses:

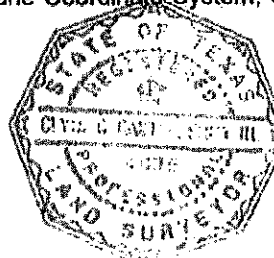
1. 61.04 feet along a curve to the left concave to the east ($D=02^{\circ}41'38"$, $r=1298.13$ feet, lc bears $S\ 11^{\circ}08'31"$ $W\ 61.03$ feet to a $1/2"$ iron pin found;
2. $S\ 09^{\circ}53'44"$ $W\ 49.86$ feet to a $1/2"$ iron pin found;
3. 107.96 feet along a curve to the left concave to the east ($D=20^{\circ}46'58"$, $r=297.64$ feet, lc bears $S\ 00^{\circ}35'55"$ $E\ 107.37$ feet to a $1/2"$ iron pin found;
4. $S\ 10^{\circ}55'52"$ $E\ 326.76$ feet to a calculated point;
5. 65.51 feet along a curve to the left concave to the east ($D=11^{\circ}01'51"$, $r=340.27$ feet, lc bears $S\ 16^{\circ}29'40"$ $E\ 65.41$ feet to a $1/2"$ iron pin found;
6. $S\ 22^{\circ}02'39"$ $E\ 185.22$ feet to a $1/2"$ iron pin found;
7. 119.94 feet along a curve to the right concave to the west ($D=35^{\circ}48'02"$, $r=191.95$ feet, lc bears $S\ 04^{\circ}09'48"$ $E\ 118.00$ feet) to a $1/2"$ iron pin found;
8. $S\ 13^{\circ}47'03"$ $W\ 195.25$ feet to a $1/2"$ iron pin found;
9. 109.21 feet along a curve to the left concave to the east ($D=24^{\circ}17'09"$, $r=257.64$ feet, lc bears $S\ 01^{\circ}31'17"$ $W\ 108.39$ feet) to a $1/2"$ iron pin found;
10. $S\ 10^{\circ}31'44"$ $E\ 137.96$ feet to a $1/2"$ iron pin found;
11. 88.75 feet along a curve to the right concave to the west ($D=23^{\circ}08'23"$, $r=219.76$ feet, lc bears $S\ 01^{\circ}02'42"$ $W\ 88.15$ feet) to a $1/2"$ iron pin found;
12. 77.45 feet along a curve to the right concave to the west ($D=41^{\circ}39'52"$, $r=106.51$ feet, lc bears $S\ 33^{\circ}12'18"$ $W\ 75.76$ feet) to a $1/2"$ iron pin found for the southeast corner of said Keyes tract and this tract;

THENCE: with the north margin of McCormick Mountain Drive and the south line of said Keyes tract and this tract the following two (2) courses:

1. 85.68 feet along a curve to the right concave to the north ($D=28^{\circ}09'30"$, $r=174.34$ feet, lc bears $S\ 67^{\circ}59'15"$ $W\ 84.82$ feet) to a $1/2"$ iron pin found;
2. $S\ 82^{\circ}01'34"$ $W\ 177.15$ feet to the Point of Beginning and containing 13.013 acres (566,853 sq. ft.) of land within these metes and bounds.

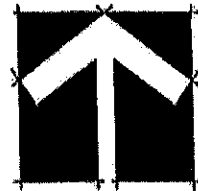
Bearings cited hereon based on Grid North, Texas state Plane Coordinate System, South Central Zone NAD 83 (CORS 96).


Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835
Castleberry Surveying Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

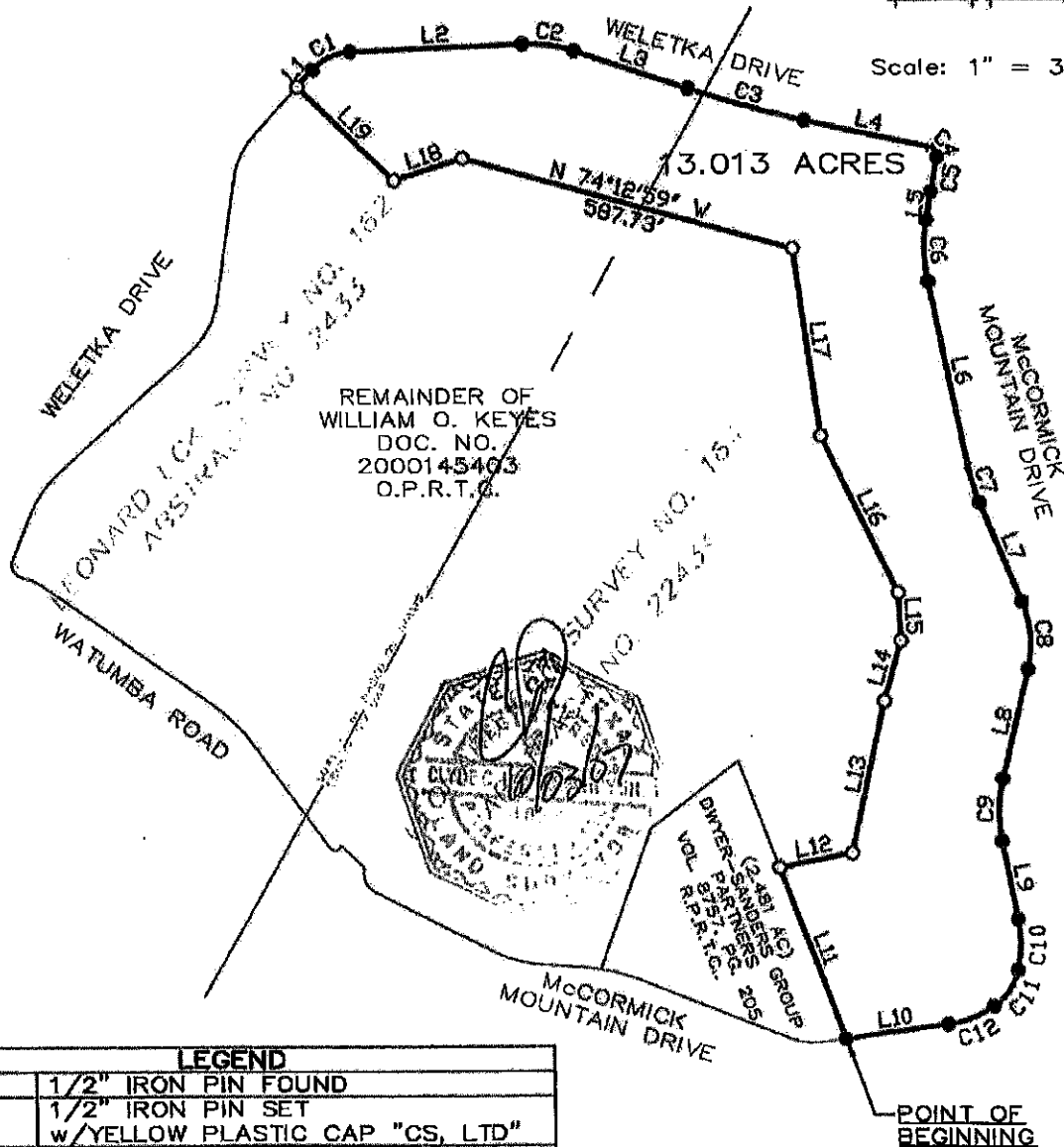


CCC/jrb/bab

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



LEGEND	
●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Ltd.
 3813 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800/(512) 930-9388 fax
www.castleberryurveying.com

SHEET

3

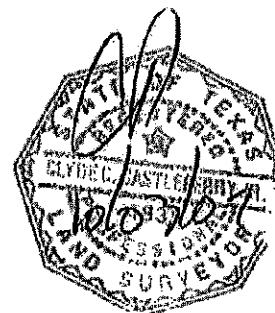
OF

4

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 42°29'17" E	39.24'
L2	N 87°22'58" E	298.17'
L3	S 71°20'27" E	207.39'
L4	S 77°43'33" E	220.73'
L5	S 09°53'44" W	49.86'
L6	S 10°55'52" E	326.76'
L7	S 22°02'39" E	185.22'
L8	S 13°47'03" W	195.25'
L9	S 10°31'44" E	137.96'
L10	S 82°01'34" W	177.15'
L11	N 20°11'55" W	317.66'
L12	N 78°58'28" E	128.28'
L13	N 12°37'08" E	270.39'
L14	N 16°12'36" E	108.68'
L15	N 02°23'12" W	83.49'
L16	N 25°23'08" W	301.31'
L17	N 07°25'08" W	328.33'
L18	S 71°58'17" W	124.73'
L19	N 45°24'50" W	232.86'



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	44°57'00"	95.91	75.24	73.33	N 64°54'23" E
C2	21°19'26"	241.63	89.93	89.41	S 82°02'37" E
C3	06°09'58"	1917.81	206.40	206.30	S 74°12'13" E
C4	90°01'38"	15.00	23.57	21.22	S 32°29'14" E
C5	02°41'38"	1298.13	61.04	61.03	S 11°08'31" W
C6	20°46'58"	297.64	107.96	107.37	S 00°35'55" E
C7	11°01'51"	340.27	65.51	65.41	S 16°29'40" E
C8	35°48'02"	191.95	119.94	118.00	S 04°09'48" E
C9	24°17'09"	257.64	109.21	108.39	S 01°31'17" W
C10	23°08'23"	219.76	88.75	88.15	S 01°02'42" W
C11	41°39'52"	106.51	77.45	75.76	S 33°12'18" W
C12	28°09'30"	174.34	85.68	84.82	S 67°59'15" W



Castleberry Surveying, Ltd.
 3813 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800/(512) 930-9389 fax
www.castleberry-surveying.com

SHEET

4

OF

4

EXHIBIT B
Access & Water Easement Property

FIELD NOTES

JOB NO:

Z:\Projects_Eng\2006_PROJECTS\60480_MCCORMICK_MOUNTAIN\DOCUMENTS\MET
ES&BOUNDS\JOINT_ACCESS_ESMT_20090519.doc

DATE: May 19, 2009

PAGE: 1 OF 2 (Exhibit Attached)

TRACT 11: 0.04 ACRES

Being 0.04 acres of land situated in Williamson County, Texas out of the Leonard Eck Survey, Abstract No. 164, Williamson County, Texas and being a portion of that tract described as 13.013 acres in a General Warranty granted to Vistas of McCormick Mountain Development, Inc., a Texas corporation and recorded as Document Number 2007211643, Official Public Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a calculated point in the proposed west right-of-way line of McCormick Mountain Drive with a 50 foot right-of-way, for the southeast corner of this tract, from which a 1/2" iron pin found for the southeast corner of said Vistas tract bears S 10°31'44" E 3.89 feet, S 10°31'44" E 3.89 feet and 88.75 feet along a curve to the right and concave to the southwest ($\Delta = 23^\circ 08' 23"$, $r = 219.76$, lc bears S 01°02'42" W 88.15 feet);

THENCE, S 81°22'54" W 22.95 feet into said Vistas tract with the south line of this tract to a calculated point for the southwest corner of this tract;

THENCE, N 08°37'06" W 64.00 feet continuing into said Vistas tract with the west line of this tract to a calculated point for the northwest corner of this tract;

THENCE, N 81°22'54" E 24.00 feet continuing into said Vistas tract with the north line of this tract to a calculated point in the said proposed west right-of-way line of McCormick Mountain Drive for the northwest corner of this tract;

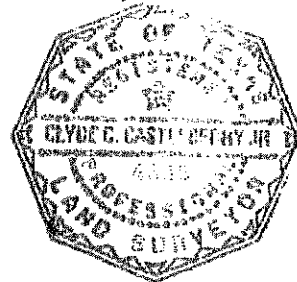
THENCE, continuing into said Vistas tract with the proposed west right-of-way line of McCormick Mountain Drive and the east line of this tract in the following two (2) courses:

1. S 08°37'06" E 35.28 feet to a calculated point;
2. 28.75 feet along a curve to the right and concave to the southwest ($\Delta = 04^\circ 11' 29"$, $r = 393.00$ feet, lc bears S 06°31'22" E 28.74 feet) to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

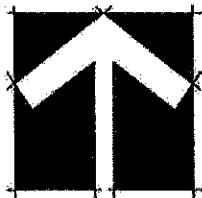


Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



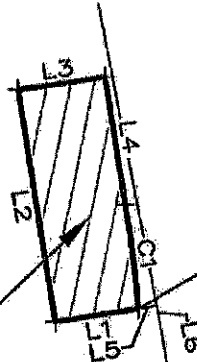
CCC/adm

EXHIBIT TO ACCOMPANY FIELD NOTES OF:
TRACT 11: 0.04 ACRES OUT OF
THE LEONARD ECK SURVEY, ABSTRACT No. 164
TRAVIS COUNTY, TEXAS



Scale: 1" = 50'

TRACT 11
SUBJECT TRACT:
0.04 ACRES



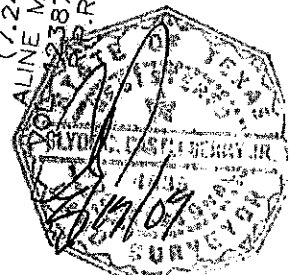
POINT OF BEGINNING

LEONARD ECK
SURVEY NO. 164

VISTAS OF MCCORMICK
 MOUNTAIN
 DEVELOPMENT, INC.
 DOC #2007211643
 O.P.R.T.C.

MCCORMICK
 MOUNTAIN DRIVE
 (50' R.O.W.)

(7.24 AC)
 ALINE M. REESE
 2387, PG. 654
 P.R.T.C.



Bearing Base:
 Texas State Plane Coordinate System
 (Central Zone)
 NAD 83(93) NAVD 88

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 81°22'54" W	22.95'
L2	N 08°37'06" W	64.00'
L3	N 81°22'54" E	24.00'
L4	S 08°37'06" E	35.28'
L5	N 79°28'16" E	5.16'
L6	S 10°31'44" E	3.89'

LEGEND

O	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
+	CALCULATED POINT
P.R.T.C.	PLAT RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°11'29"	393.00	28.75	28.74	S 06°31'22" E
C2	23°08'23"	219.76	88.75	88.15	S 01°02'41" W



Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 -- Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET

2

OF

2

FIELD NOTED ATTACHED

EXHIBIT C
Electric Distribution Utility Easement

Easement No. _____
File No. _____
Address: _____
Initials: _____

ELECTRIC DISTRIBUTION UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____, 2012

GRANTOR: VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.

GRANTOR'S ADDRESS: 10810 Spicewood Parkway
Austin, Texas 78750

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088
Austin, Travis County, Texas

PROPERTY: Lots __ and __, Block __, McCormick Mountain
Subdivision, Phase __, Travis County, Texas

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE a non-exclusive easement and right of way along, over, under, and across that portion of the Property bounded, described and shown on Exhibit A, attached hereto and incorporated herein (the "Easement"), to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and telecommunications lines and systems and all necessary desirable appurtenances and structures (the "Facilities"), to permit telephone and cable television lines and systems to be installed, constructed, reconstructed, operated, repaired, inspected, upgraded, replaced or removed (in whole or in part) and maintained in the Easement, and to cut or trim trees and shrubbery and to remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities.

GRANTOR reserves the right to landscape the Easement and to construct driveways or parking areas in the Easement, but Grantor may not place, erect or maintain in the Easement: (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation, or contour of the land which would impair Grantee's access to its Facilities in the Easement for the purposes stated above. Notwithstanding the

foregoing, Grantor reserves the right to construct, repair and maintain private water lines for the provision of water utility service to the Property in the location generally shown on the Standard Driveway Entrance Detail attached hereto as Exhibit B and incorporated herein.

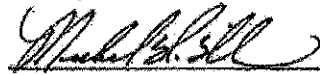
TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

GRANTOR:

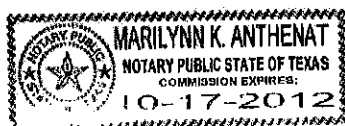
VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.,
a Texas corporation

By: 
Name: Michael W. Wilson
Title: Director

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 5th day of March, 2012 by MICHAEL W. WILSON, in the capacity as a Director of Vistas of McCormick Mountain Development, Inc., a Texas corporation, on behalf of said corporation.



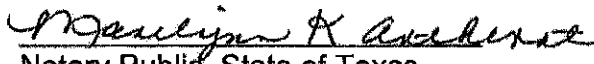
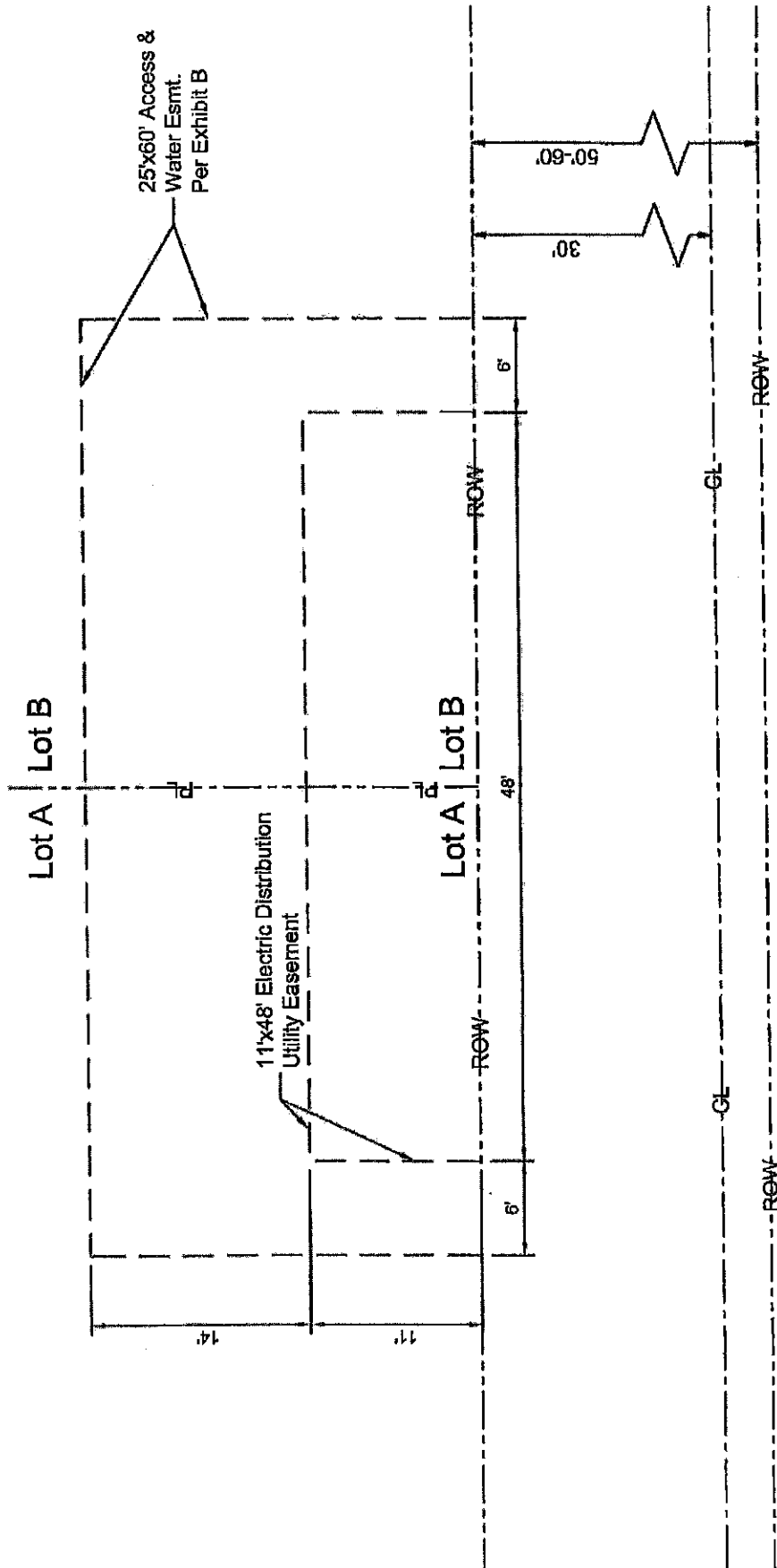

Notary Public, State of Texas
MARILYNN K. ANTENAT
Notary's Printed or Typed Name
10-17-12
Notary's Commission Expires

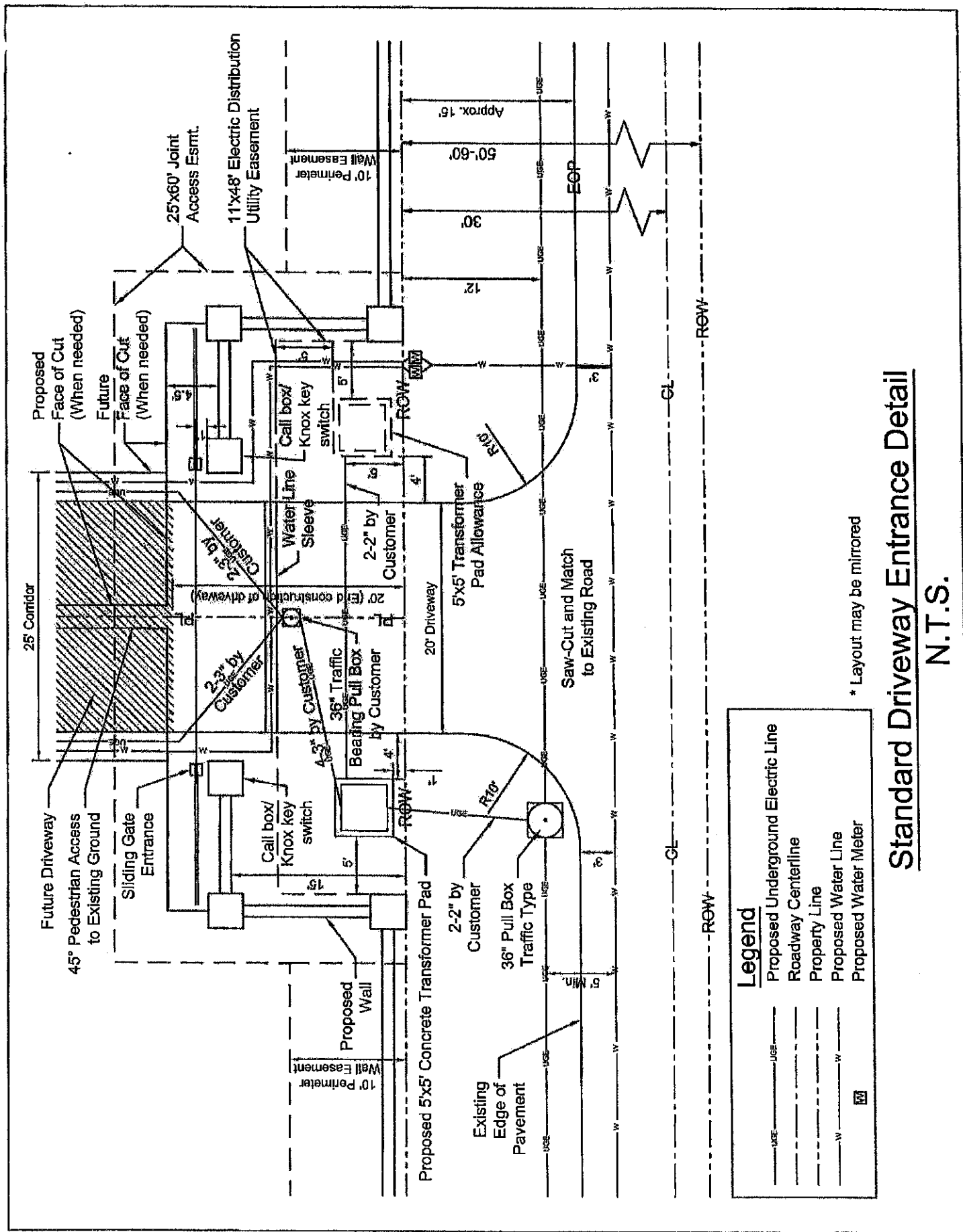
Exhibit A: Easement Property



Legend	
---	Roadway Centerline
---	Property Line/Right of Way
---	Easement Boundary Line

Exhibit A - Electric Distribution Utility Easement
N.T.S.

Exhibit B: Standard Driveway Entrance Detail



AFTER RECORDING RETURN TO:

City of Austin – Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Christine Esparza
Electric Distribution Utility Easement
Legal Review 06/15/07

AFTER RECORDING RETURN TO:

Vistas of McCormick Mountain Development, Inc.
c/o Coats Rose
1717 W. 6th St., Suite 420
Austin, Texas 78703
Attn: John M. Joseph

McCormick Mountain

Joint Access - Phase III

Lots 5-6

DECLARATION OF JOINT ACCESS, JOINT USE DRIVEWAY AND UTILITY EASEMENTS, PHASE III

This Declaration of Joint Access, Joint Use Driveway and Utility Easements (this "**Declaration**") is executed and entered into on this the _____ day of _____, 2012, by Vistas of McCormick Mountain Development, Inc., a Texas corporation (referred to herein as "**Developer**"). The undersigned Developer is the owner of the property at the time of recordation of this Declaration. The property is located in Travis County, Texas, and is locally known as lots within the "**McCormick Mountain Subdivision**."

ARTICLE I. RECITALS

The following facts are correct and form the basis of this Declaration:

1.1 WHEREAS, Developer is recording this Declaration in the Official Public Records of Travis County contemporaneously with, but immediately prior to, the subdivision plat for the McCORMICK MOUNTAIN SUBDIVISION, PHASE III, so that the Document Number under which this Declaration is recorded may be provided on the subdivision plat. A metes and bounds description of the real property to be subdivided pursuant to the above-referenced subdivision plat is provided herewith. However, particular lots to be contained within the subdivision are described herein as if the subdivision has already occurred.

1.2 WHEREAS, Developer is the owner of that certain 13.013-acre tract of land, more particularly described by metes and bounds in the attached Exhibit A, to be subdivided pursuant to the subdivision plat for the McCORMICK MOUNTAIN SUBDIVISION, PHASE III. This Declaration shall encumber Lot 5, Block A ("**Lot A**") and Lot 6, Block A ("**Lot B**") within the McCORMICK MOUNTAIN SUBDIVISION, PHASE III, Travis County, Texas, to be recorded herewith on _____, 2012 ("**Lot A**" and "**Lot B**" are collectively referred to herein as the "**Property**");

1.3 WHEREAS, Developer desires to impose upon that portion of the Property described by metes and bounds in the attached Exhibit B, incorporated herein for all purposes (the "**Access & Water Easement Property**"), certain easements, restrictions, covenants and conditions pursuant to which the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees, may: ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and between Lot A and Lot B; and place, construct, install, inspect, operate, replace, relocate, maintain, repair and remove a joint use driveway and water utility facilities (the "**Access & Water Easement Purposes**").

1.4 WHEREAS, Developer desires to impose upon a portion of the Access & Water Easement Property, referred to herein as the "**Electric Distribution Utility**

Easement Property," an electric distribution utility easement (the "**Electric Distribution Utility Easement**") wherein electric and telecommunications systems and facilities may be located (the "**Electric Distribution Utility Easement Purposes**"), said easement being attached hereto as Exhibit C and incorporated herein for all purposes (the Access & Water Easement Property and the Electric Distribution Utility Easement Property are collectively referred to hereinafter as the "**Easement Properties**" and the Access & Water Easement Purposes and the Electric Distribution Utility Easement Purposes are collectively referred to hereinafter as the "**Easement Purposes**").

NOW, THEREFORE, it is declared that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions for the Easement Purposes to benefit of the Property.

ARTICLE II. EASEMENTS

2.1 Joint Access and Joint Use Driveway Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for vehicular and pedestrian ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and across common boundaries across, between and among Lot A and Lot B and for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of a joint use driveway and appurtenances thereto.

2.2 Water Utility Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors and assigns a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of such water utility facilities as are deemed necessary and appropriate by the provider of water utility service to the Property for the provision of water utility service thereto.

2.3 Electric Distribution Utility Easement. Developer's grant of this easement and all appurtenant rights and obligations are wholly contained within the Electric Distribution Utility Easement attached to this Declaration as Exhibit C. In the event of any conflict between the terms of this Declaration and those of the attached Electric Distribution Utility Easement with regard to the rights and obligations of the City of Austin, the terms of the attached Electric Distribution Utility Easement shall control.

ARTICLE III. CONSTRUCTION AND MAINTENANCE

3.1 Joint Use Driveway. Developer shall cause that portion of the joint use driveway located within the Access & Water Easement Property to be installed and constructed in a good and workmanlike manner. For so long as Developer is the owner of the Property, Developer shall be obligated to pay all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property.

Upon their respective purchase of the Property from Developer, the owner of Lot A and the owner of Lot B shall each be obligated to pay fifty-percent (50%) of all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property. If costs to repair any part of that portion of the joint use driveway located within the Access & Water Easement Property exceed normal wear and tear costs, and the person who caused the damage can be identified, that person shall pay one-hundred percent (100%) of those repair costs. The owners of Lot A and Lot B agree to mediate prior to initiating arbitration or litigation if each owner does not agree on: (a) the costs to repair or maintain any part of that portion of the joint use driveway located within the Access & Water Easement Property; (b) the repairs or maintenance that is needed for any part of that portion of the joint use driveway located within the Access & Water Easement Property; or (c) the person who caused the extraordinary damage to any part of that portion of the joint use driveway located within the Access & Water Easement Property.

The owners of Lot A and Lot B shall agree on a mutually acceptable mediator and shall share the costs of mediation equally. Each right and obligation under this Section inure to each owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

3.2 Water Utility Facilities. The water utility facilities to be installed, operated and maintained within the Access & Water Easement Property shall be installed, operated and maintained by the McCormick Mountain Homeowners Association, Inc., pursuant to the terms of that certain Declaration of Homeowners Association and Covenants, Restrictions and Easements for McCormick Mountain, as may be amended from time to time.

3.3 Electrical and Telecommunications Facilities. The electrical and telecommunications facilities to be installed, operated and maintained within the Electric Distribution Utility Easement Property shall be installed, operated and maintained in accordance with the terms of the attached Electric Distribution Utility Easement.

ARTICLE IV. GENERAL PROVISIONS

4.1 Amendment, Assignment and Termination. Developer reserves the right to adjust the width, length and/or location of the Access & Water Easement Property;

create additional easements, restrictions, covenants and conditions applicable to the Easement Properties; and assign, amend, or terminate the easements reserved herein, except for the Electric Distribution Utility Easement.

4.2 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Easement Properties other than the easements and restrictions imposed by this Declaration. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any rights whatsoever.

4.3 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms and provisions hereof.

4.4 Enforcement. The Developer shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Declaration. Failure to enforce any easement or restriction created in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

4.5 Conformity with All Applicable Laws. Nothing in this Declaration shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission occurs. Provisions in this Declaration which may require or permit such a violation shall yield to the law, regulation or requirement.

4.6 Obligations to Run with the Land. The benefits, obligations, easements and restrictions created in this Declaration run with the land described and defined herein as the Easement Properties.

4.7 Non-Merger. It is expressly understood that the Developer does not intend that there be, and there shall in no event be, a merger of title between the dominant and servient estates herein-created by virtue of the present or future ownership of any portion of said estates being vested in the same person(s) or entity; but, instead, Developer intends that the easement servitudes shall not be extinguished thereby and that said dominant and servient estates be kept separate. This instrument shall bind and inure to the benefit of the owners of Lot A and Lot B and their respective heirs, successors, assigns, tenants, employees and invitees.

4.8 Severability. If any part of this Declaration or the application of this Declaration or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, the validity of the remaining portions of this Declaration shall not be affected thereby. All provisions of this Declaration are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this

Declaration, and shall be constructed to give full effect to the intent of Developer in the event of partial invalidity.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Developer has executed this Declaration on the respective date of acknowledgment below, to be effective as of the date first written above.

DEVELOPER:

Vistas of McCormick Mountain Development, Inc.,
a Texas corporation

By: *Michael W. Wilson*
Name: Michael W. Wilson
Title: Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on 03-05, 2012, by MICHAEL W. WILSON, as a Director of and on behalf of Vistas of McCormick Mountain Development, Inc., a Texas corporation.

[SEAL]

Marilynn K. Anthenat
Notary Public, State of Texas



JOINDER BY MORTGAGEE

The undersigned, being the sole mortgagee and holding a mortgage against the EASEMENT PROPERTY, joins in and consents to the execution of this Declaration of Easements.

McCormick-Horizon Investors,
a Texas general partnership

By:

Name: Doug Kadison

Title: President

THE STATE OF TEXAS

§

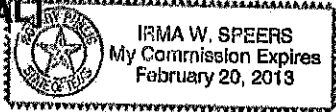
COUNTY OF TRAVIS

§

§

May This instrument was acknowledged before me on the 22nd day of May, 2012, by Doug Kadison, President of McCormick-Horizon Investors, a Texas General Partnership.

[SEAL]



Irma W. Speers
Notary Public, State of Texas

EXHIBIT A

**Metes and Bounds Description of Real Property Contained within
McCORMICK MOUNTAIN SUBDIVISION, PHASE III**

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 1 of 4

13.013 ACRES – MCCORMICK MOUNTAIN PHASE III

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000146403 Official Public Records, Travis County, Texas and further described by meets and bounds as follows:

BEGINNING at a 1/2" iron pin found in the north margin of McCormick Mountain Drive and in the south line of said Keyes tract for the southeast corner of that certain 2.481 acre tract described in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southern most southwest corner of this tract;

THENCE: N 20°11'55" W 317.66 feet with the east line of said Dwyer-Sanders tract and with the west line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Dwyer-Sanders tract, for an exterior ell corner of this tract;

THENCE: over and across said Keyes tract with the west line of this tract the following nine (9) courses:

1. N 78°58'28" E 128.28 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 12°37'08" E 270.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 16°12'36" E 108.68 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 02°23'12" W 83.49 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 25°23'08" W 301.31 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 07°25'08" W 328.33 feet to a 1/2" iron on pin with a yellow plastic cap inscribed "CS, LTD" set,
7. N 74°12'59" W 587.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 71°58'17" W 124.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. N 45°24'50" W 232.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south margin of Weletka Drive and in the north line of said Keyes tract for the northwest corner of this tract;

THENCE: with the south margin of Weletka Drive and the north line of said Keyes tract and this tract the following eight (8) courses:

1. N 42°29'17" E 39.24 feet to a 1/2" iron pin found;
2. 75.24 feet along a curve to the right concave to the south (D= 44°57'00", r= 95.91 feet, lc bears N 64°54'23" E 73.33 feet) to a 1/2" iron pin found;
3. N 87°22'58" E 298.17 feet to a 1/2" iron pin found;
4. 89.93 feet along a curve to the right concave to the south (D= 21°19'26", r=241.63 feet, lc bears S 82°02'37" E 89.41 feet) to a 1/2" iron pin found;
5. S 71°20'27" E 207.39 feet to a 1/2" iron pin found;
6. 206.40 feet along a curve to the left concave to the north (D= 06°09'58", r=1917.81 feet, lc bears S 74°12'13" E 206.30 feet) to a 1/2" iron pin found;
7. S 77°43'33" E 220.73 feet to a calculated point;

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 2 of 4

8. 23.57 feet along a curve to the right concave to the west ($D=90^{\circ}01'38"$, $r=15.00$ feet, lc bears $S\ 32^{\circ}29'14"$ $E\ 21.22$ feet) to a $1/2"$ iron pin found in the west margin of McCormick Mountain Drive for the northeast corner of said Keyes tract and this tract;


THENCE: with the west margin of McCormick Mountain Drive and the east line of said Keyes tract and this tract the following twelve (12) courses:

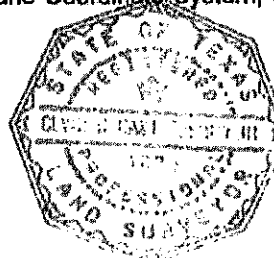
1. 61.04 feet along a curve to the left concave to the east ($D=02^{\circ}41'38"$, $r=1298.13$ feet, lc bears $S\ 11^{\circ}08'31"$ $W\ 61.03$ feet to a $1/2"$ iron pin found;
2. $S\ 09^{\circ}53'44"$ $W\ 49.86$ feet to a $1/2"$ iron pin found;
3. 107.96 feet along a curve to the left concave to the east ($D=20^{\circ}46'58"$, $r=297.64$ feet, lc bears $S\ 00^{\circ}35'55"$ $E\ 107.37$ feet to a $1/2"$ iron pin found;
4. $S\ 10^{\circ}55'52"$ $E\ 326.76$ feet to a calculated point;
5. 65.51 feet along a curve to the left concave to the east ($D=11^{\circ}01'51"$, $r=340.27$ feet, lc bears $S\ 16^{\circ}29'40"$ $E\ 65.41$ feet to a $1/2"$ iron pin found;
6. $S\ 22^{\circ}02'39"$ $E\ 185.22$ feet to a $1/2"$ iron pin found;
7. 119.94 feet along a curve to the right concave to the west ($D=35^{\circ}48'02"$, $r=191.95$ feet, lc bears $S\ 04^{\circ}09'48"$ $E\ 118.00$ feet) to a $1/2"$ iron pin found;
8. $S\ 13^{\circ}47'03"$ $W\ 195.25$ feet to a $1/2"$ iron pin found;
9. 109.21 feet along a curve to the left concave to the east ($D=24^{\circ}17'09"$, $r=257.64$ feet, lc bears $S\ 01^{\circ}31'17"$ $W\ 108.39$ feet) to a $1/2"$ iron pin found;
10. $S\ 10^{\circ}31'44"$ $E\ 137.96$ feet to a $1/2"$ iron pin found;
11. 88.75 feet along a curve to the right concave to the west ($D=23^{\circ}08'23"$, $r=219.76$ feet, lc bears $S\ 01^{\circ}02'42"$ $W\ 88.15$ feet) to a $1/2"$ iron pin found;
12. 77.45 feet along a curve to the right concave to the west ($D=41^{\circ}39'52"$, $r=106.51$ feet, lc bears $S\ 33^{\circ}12'18"$ $W\ 75.76$ feet) to a $1/2"$ iron pin found for the southeast corner of said Keyes tract and this tract;

THENCE: with the north margin of McCormick Mountain Drive and the south line of said Keyes tract and this tract the following two (2) courses:

1. 85.68 feet along a curve to the right concave to the north ($D=28^{\circ}09'30"$, $r=174.34$ feet, lc bears $S\ 67^{\circ}59'15"$ $W\ 84.82$ feet) to a $1/2"$ iron pin found;
2. $S\ 82^{\circ}01'34"$ $W\ 177.15$ feet to the Point of Beginning and containing 13.013 acres (566,853 sq. ft.) of land within these metes and bounds.

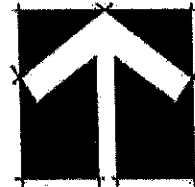
Bearings cited hereon based on Grid North, Texas state Plane Coordinate System, South Central Zone NAD 83 (CORS 96).


Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835
Castleberry Surveying Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

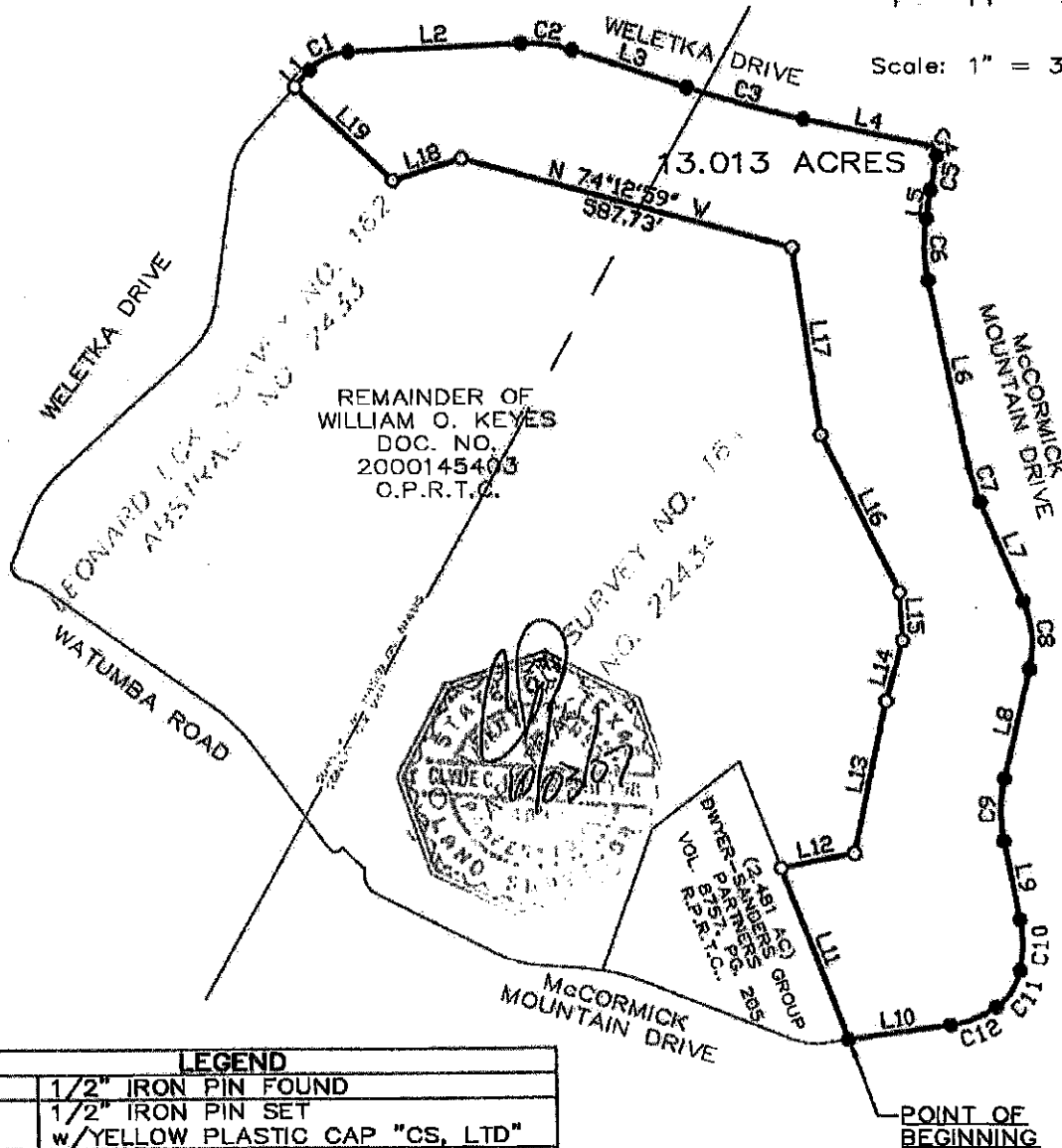


CCC/jrb/bab

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



LEGEND	
●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
www.castleberysurveying.com

SHEET

3

OF

4

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 42°29'17" E	39.24'
L2	N 87°22'58" E	298.17'
L3	S 71°20'27" E	207.39'
L4	S 77°43'33" E	220.73'
L5	S 09°53'44" W	49.86'
L6	S 10°55'52" E	326.76'
L7	S 22°02'39" E	185.22'
L8	S 13°47'03" W	195.25'
L9	S 10°31'44" E	137.96'
L10	S 82°01'34" W	177.15'
L11	N 20°11'55" W	317.66'
L12	N 78°58'28" E	128.28'
L13	N 12°37'08" E	270.39'
L14	N 16°12'36" E	108.68'
L15	N 02°23'12" W	83.49'
L16	N 25°23'08" W	301.31'
L17	N 07°25'08" W	328.33'
L18	S 71°58'17" W	124.73'
L19	N 45°24'50" W	232.86'



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	44°57'00"	95.91	75.24	73.33	N 64°54'23" E
C2	21°19'26"	241.63	89.93	89.41	S 82°02'37" E
C3	06°09'58"	1917.81	206.40	206.30	S 74°12'13" E
C4	90°01'38"	15.00	23.57	21.22	S 32°29'14" E
C5	02°41'38"	1298.13	61.04	61.03	S 11°08'31" W
C6	20°46'58"	297.64	107.96	107.37	S 00°35'55" E
C7	11°01'51"	340.27	65.51	65.41	S 16°29'40" E
C8	35°48'02"	191.95	119.94	118.00	S 04°09'48" E
C9	24°17'09"	257.64	109.21	108.39	S 01°31'17" W
C10	23°08'23"	219.76	88.75	88.15	S 01°02'42" W
C11	41°39'52"	106.51	77.45	75.76	S 33°12'18" W
C12	28°09'30"	174.34	85.68	84.82	S 67°59'15" W



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
www.castleberryurveying.com

SHEET

4

OF

4

EXHIBIT B
Access & Water Easement Property

FIELD NOTES

JOB NO:

Z:\Projects_Eng\2006_PROJECTS\60480_MCCORMICK_MOUNTAIN\DOCUMENTS\MET
ES&BOUNDS\JOINT_ACCESS_ESMT_20090519.doc

DATE: May 19, 2009

PAGE: 1 OF 2 (Exhibit Attached)

TRACT 10: 0.04 ACRES

Being 0.04 acres of land situated in Williamson County, Texas out of the Leonard Eck Survey, Abstract No. 164, Williamson County, Texas and being a portion of that tract described as 13.013 acres in a General Warranty granted to Vistas of McCormick Mountain Development, Inc., a Texas corporation and recorded as Document Number 2007211643, Official Public Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a calculated point in the proposed west right-of-way line of McCormick Mountain Drive with a 50 foot right-of-way and in the east line of said Vistas tract for the southeast corner of this tract, from which a 1/2" iron pin found for the southeast corner of said Vistas tract bears 27.74 feet along a curve to the left and concave to the southeast ($\Delta = 06^{\circ}10'10"$, $r = 257.64$ feet, lc bears $S 07^{\circ}32'13" E$ 27.73 feet), $S 10^{\circ}31'44" E$ 137.96 feet and 88.75 feet along a curve to the right and concave to the southwest ($\Delta = 23^{\circ}08'23"$, $r = 219.76$, lc bears $S 01^{\circ}02'42" W$ 88.15 feet);

THENCE, $S 89^{\circ}50'47" W$ 25.22 feet into said Vistas tract with the south line of this tract to the calculated point for the southwest corner of this tract;

THENCE, $N 00^{\circ}09'13" W$ 64.00 feet continuing into said Vistas tract with the west line of this tract to the calculated point for the northwest corner of this tract;

THENCE, $N 89^{\circ}50'47" E$ 25.44 feet continuing into said Vistas tract with the north line of this tract to the calculated point in the proposed west right-of-way line of McCormick Mountain Drive for the northeast corner of this tract;

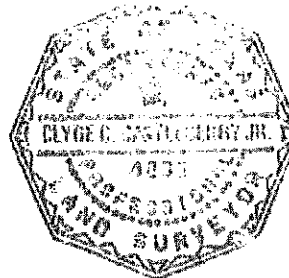
THENCE, continuing into said Vistas tract with the proposed west right-of-way line of McCormick Mountain Drive with the east line of this tract in the following two (2) courses:

1. 56.01 feet along a curve to the left and concave to the southeast ($\Delta = 09^{\circ}59'53"$, $r = 321.00$ feet, lc bears $S 00^{\circ}34'07" W$ 55.94 feet) to a calculated point;
2. 8.08 feet along a curve to the left and concave to the northeast ($\Delta = 01^{\circ}47'45"$, $r = 257.64$ feet, lc bears $S 03^{\circ}33'22" E$ 8.08 feet) to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

Clyde C. Castleberry, Jr.

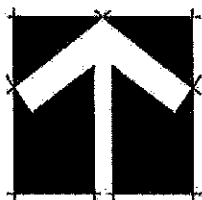
Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



CCC/adm

EXHIBIT TO ACCOMPANY FIELD NOTES OF:
TRACT 10: 0.04 ACRES OUT OF
THE LEONARD ECK SURVEY, ABSTRACT No. 164
TRAVIS COUNTY, TEXAS

LEONARD ECK
 SURVEY NO. 164



Scale: 1" = 50'

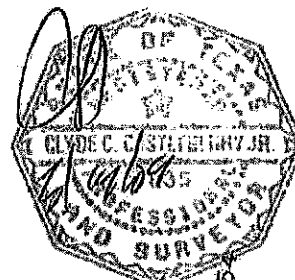
TRACT 10
SUBJECT TRACT:
 0.04 ACRES

VISTAS OF MCCORMICK
 MOUNTAIN
 DEVELOPMENT, INC.
 DOC #2007211643
 O.P.R.T.C.

Bearing Base:
 Texas State Plane Coordinate System
 (Central Zone)
 NAD 83(93) NAVD 88

MCCORMICK
 MOUNTAIN DRIVE
 (50' R.O.W.)

POINT OF BEGINNING



(7.24 AC)
 ALINE M. REESE
 VOL. 12387, PG. 654
 R.P.R.T.C.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 89°50'47" W	25.22'
L2	N 00°09'13" W	64.00'
L3	N 89°50'47" E	25.44'
L4	S 10°31'44" E	137.96'

LEGEND

O	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
+	CALCULATED POINT
P.R.T.C.	PLAT RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	09°59'53"	321.00	56.01	55.94	S 00°34'07" W
C2	01°47'45"	257.64	8.08	8.08	S 03°33'22" E
C3	06°10'10"	257.64	27.74	27.73	S 07°32'13" E
C4	23°08'23"	219.76	88.75	88.15	S 01°02'42" W



Castleberry Surveying, Ltd.

3813 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET

2

OF

2

FIELD NOTED ATTACHED

EXHIBIT C
Electric Distribution Utility Easement

Easement No. _____
File No. _____
Address: _____
Initials: _____

ELECTRIC DISTRIBUTION UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____, 2012

GRANTOR: VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.

GRANTOR'S ADDRESS: 10810 Spicewood Parkway
Austin, Texas 78750

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088
Austin, Travis County, Texas

PROPERTY: Lots __ and __, Block __, McCormick Mountain
Subdivision, Phase __, Travis County, Texas

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE a non-exclusive easement and right of way along, over, under, and across that portion of the Property bounded, described and shown on Exhibit A, attached hereto and incorporated herein (the "Easement"), to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and telecommunications lines and systems and all necessary desirable appurtenances and structures (the "Facilities"), to permit telephone and cable television lines and systems to be installed, constructed, reconstructed, operated, repaired, inspected, upgraded, replaced or removed (in whole or in part) and maintained in the Easement, and to cut or trim trees and shrubbery and to remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities.

GRANTOR reserves the right to landscape the Easement and to construct driveways or parking areas in the Easement, but Grantor may not place, erect or maintain in the Easement: (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation, or contour of the land which would impair Grantee's access to its Facilities in the Easement for the purposes stated above. Notwithstanding the

foregoing, Grantor reserves the right to construct, repair and maintain private water lines for the provision of water utility service to the Property in the location generally shown on the Standard Driveway Entrance Detail attached hereto as Exhibit B and incorporated herein.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

GRANTOR:

VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.,
a Texas corporation

By: *Michael W. Wilson*

Name: Michael W. Wilson

Title: Director

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 5th day of March, 2012 by MICHAEL W. WILSON, in the capacity as a Director of Vistas of McCormick Mountain Development, Inc., a Texas corporation, on behalf of said corporation.



Marilynn K. Anthenat

Notary Public, State of Texas

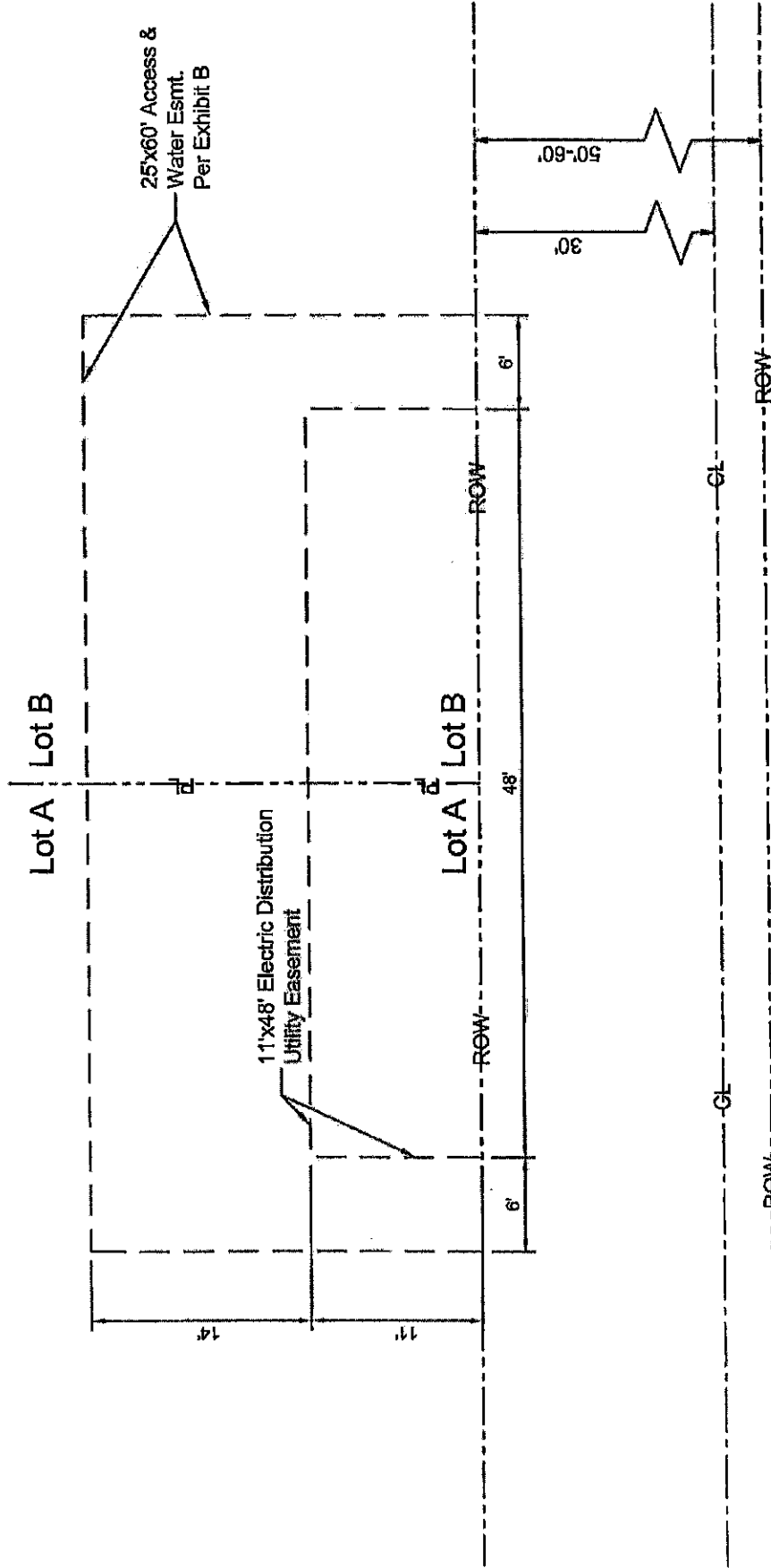
MARILYNN K. ANTENAT

Notary's Printed or Typed Name

10-17-12

Notary's Commission Expires

Exhibit A: Easement Property



Legend	
---	Roadway Centerline
---	Property Line/Right of Way
---	Easement Boundary Line

Exhibit A - Electric Distribution Utility Easement

N.T.S.

Exhibit B: Standard Driveway Entrance Detail

AFTER RECORDING RETURN TO:

City of Austin – Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Christine Esparza
Electric Distribution Utility Easement
Legal Review 06/15/07

AFTER RECORDING RETURN TO:

Vistas of McCormick Mountain Development, Inc.
c/o Coats Rose
1717 W. 6th St., Suite 420
Austin, Texas 78703
Attn: John M. Joseph

McCormick Mountain

Joint Access - Phase III

Lots 7-8

DECLARATION OF JOINT ACCESS, JOINT USE DRIVEWAY AND UTILITY EASEMENTS, PHASE III

This Declaration of Joint Access, Joint Use Driveway and Utility Easements (this "**Declaration**") is executed and entered into on this the _____ day of _____, 2012, by Vistas of McCormick Mountain Development, Inc., a Texas corporation (referred to herein as "**Developer**"). The undersigned Developer is the owner of the property at the time of recordation of this Declaration. The property is located in Travis County, Texas, and is locally known as lots within the "**McCormick Mountain Subdivision**."

ARTICLE I. RECITALS

The following facts are correct and form the basis of this Declaration:

1.1 WHEREAS, Developer is recording this Declaration in the Official Public Records of Travis County contemporaneously with, but immediately prior to, the subdivision plat for the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III, so that the Document Number under which this Declaration is recorded may be provided on the subdivision plat. A metes and bounds description of the real property to be subdivided pursuant to the above-referenced subdivision plat is provided herewith. However, particular lots to be contained within the subdivision are described herein as if the subdivision has already occurred.

1.2 WHEREAS, Developer is the owner of that certain 13.013-acre tract of land, more particularly described by metes and bounds in the attached Exhibit A, to be subdivided pursuant to the subdivision plat for the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III. This Declaration shall encumber Lot 7, Block A ("**Lot A**") and Lot 8, Block A ("**Lot B**") within the MCCORMICK MOUNTAIN SUBDIVISION, PHASE III, Travis County, Texas, to be recorded herewith on _____, 2012 ("**Lot A**" and "**Lot B**" are collectively referred to herein as the "**Property**");

1.3 WHEREAS, Developer desires to impose upon that portion of the Property described by metes and bounds in the attached Exhibit B, incorporated herein for all purposes (the "**Access & Water Easement Property**"), certain easements, restrictions, covenants and conditions pursuant to which the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees, may: ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and between Lot A and Lot B; and place, construct, install, inspect, operate, replace, relocate, maintain, repair and remove a joint use driveway and water utility facilities (the "**Access & Water Easement Purposes**").

1.4 WHEREAS, Developer desires to impose upon a portion of the Access & Water Easement Property, referred to herein as the "**Electric Distribution Utility**

Easement Property," an electric distribution utility easement (the "**Electric Distribution Utility Easement**") wherein electric and telecommunications systems and facilities may be located (the "**Electric Distribution Utility Easement Purposes**"), said easement being attached hereto as Exhibit C and incorporated herein for all purposes (the Access & Water Easement Property and the Electric Distribution Utility Easement Property are collectively referred to hereinafter as the "**Easement Properties**" and the Access & Water Easement Purposes and the Electric Distribution Utility Easement Purposes are collectively referred to hereinafter as the "**Easement Purposes**").

NOW, THEREFORE, it is declared that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions for the Easement Purposes to benefit of the Property.

ARTICLE II. EASEMENTS

2.1 Joint Access and Joint Use Driveway Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors, assigns, tenants, employees and invitees a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for vehicular and pedestrian ingress to and egress from Lot A and/or Lot B to/from McCormick Mountain Drive and across common boundaries across, between and among Lot A and Lot B and for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of a joint use driveway and appurtenances thereto.

2.2 Water Utility Easement. Developer hereby reserves, grants and establishes for the Developer, its designees, agents, employees and assigns and successors-in-interest to the Property and their respective heirs, successors and assigns a perpetual, non-exclusive easement in, on and across the Access & Water Easement Property for the placement, construction, installation, inspection, operation, replacement, relocation, maintenance, repair and removal of such water utility facilities as are deemed necessary and appropriate by the provider of water utility service to the Property for the provision of water utility service thereto.

2.3 Electric Distribution Utility Easement. Developer's grant of this easement and all appurtenant rights and obligations are wholly contained within the Electric Distribution Utility Easement attached to this Declaration as Exhibit C. In the event of any conflict between the terms of this Declaration and those of the attached Electric Distribution Utility Easement with regard to the rights and obligations of the City of Austin, the terms of the attached Electric Distribution Utility Easement shall control.

ARTICLE III. CONSTRUCTION AND MAINTENANCE

3.1 Joint Use Driveway. Developer shall cause that portion of the joint use driveway located within the Access & Water Easement Property to be installed and constructed in a good and workmanlike manner. For so long as Developer is the owner of the Property, Developer shall be obligated to pay all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property.

Upon their respective purchase of the Property from Developer, the owner of Lot A and the owner of Lot B shall each be obligated to pay fifty-percent (50%) of all costs to repair and maintain that portion of the joint use driveway located within the Access & Water Easement Property. If costs to repair any part of that portion of the joint use driveway located within the Access & Water Easement Property exceed normal wear and tear costs, and the person who caused the damage can be identified, that person shall pay one-hundred percent (100%) of those repair costs. The owners of Lot A and Lot B agree to mediate prior to initiating arbitration or litigation if each owner does not agree on: (a) the costs to repair or maintain any part of that portion of the joint use driveway located within the Access & Water Easement Property; (b) the repairs or maintenance that is needed for any part of that portion of the joint use driveway located within the Access & Water Easement Property; or (c) the person who caused the extraordinary damage to any part of that portion of the joint use driveway located within the Access & Water Easement Property.

The owners of Lot A and Lot B shall agree on a mutually acceptable mediator and shall share the costs of mediation equally. Each right and obligation under this Section inure to each owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

3.2 Water Utility Facilities. The water utility facilities to be installed, operated and maintained within the Access & Water Easement Property shall be installed, operated and maintained by the McCormick Mountain Homeowners Association, Inc., pursuant to the terms of that certain Declaration of Homeowners Association and Covenants, Restrictions and Easements for McCormick Mountain, as may be amended from time to time.

3.3 Electrical and Telecommunications Facilities. The electrical and telecommunications facilities to be installed, operated and maintained within the Electric Distribution Utility Easement Property shall be installed, operated and maintained in accordance with the terms of the attached Electric Distribution Utility Easement.

ARTICLE IV. GENERAL PROVISIONS

4.1 Amendment, Assignment and Termination. Developer reserves the right to adjust the width, length and/or location of the Access & Water Easement Property;

create additional easements, restrictions, covenants and conditions applicable to the Easement Properties; and assign, amend, or terminate the easements reserved herein, except for the Electric Distribution Utility Easement.

4.2 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Easement Properties other than the easements and restrictions imposed by this Declaration. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any rights whatsoever.

4.3 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms and provisions hereof.

4.4 Enforcement. The Developer shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Declaration. Failure to enforce any easement or restriction created in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

4.5 Conformity with All Applicable Laws. Nothing in this Declaration shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission occurs. Provisions in this Declaration which may require or permit such a violation shall yield to the law, regulation or requirement.

4.6 Obligations to Run with the Land. The benefits, obligations, easements and restrictions created in this Declaration run with the land described and defined herein as the Easement Properties.

4.7 Non-Merger. It is expressly understood that the Developer does not intend that there be, and there shall in no event be, a merger of title between the dominant and servient estates herein-created by virtue of the present or future ownership of any portion of said estates being vested in the same person(s) or entity; but, instead, Developer intends that the easement servitudes shall not be extinguished thereby and that said dominant and servient estates be kept separate. This instrument shall bind and inure to the benefit of the owners of Lot A and Lot B and their respective heirs, successors, assigns, tenants, employees and invitees.

4.8 Severability. If any part of this Declaration or the application of this Declaration or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, the validity of the remaining portions of this Declaration shall not be affected thereby. All provisions of this Declaration are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this

Declaration, and shall be constructed to give full effect to the intent of Developer in the event of partial invalidity.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Developer has executed this Declaration on the respective date of acknowledgment below, to be effective as of the date first written above.

DEVELOPER:

Vistas of McCormick Mountain Development, Inc.,
a Texas corporation

By: *Michael W. Wilson*
Name: Michael W. Wilson
Title: Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 03-05, 2012, by
MICHAEL W. WILSON, as a Director of and on behalf of Vistas of McCormick Mountain
Development, Inc., a Texas corporation.

[SEAL]

Marilynn K. Anthenat
Notary Public, State of Texas



JOINDER BY MORTGAGEE

The undersigned, being the sole mortgagee and holding a mortgage against the EASEMENT PROPERTY, joins in and consents to the execution of this Declaration of Easements.

McCormick-Horizon Investors,
a Texas general partnership

By: *Doug Kadison*

Name: Doug Kadison

Title: President

THE STATE OF TEXAS

§

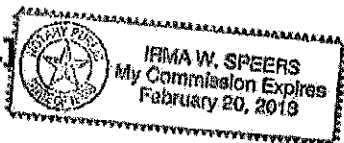
§

COUNTY OF TRAVIS

§

May This instrument was acknowledged before me on the 22nd day of May, 2012, by Doug Kadison, President of McCormick-Horizon Investors, a Texas General Partnership.

[SEAL]



IFMA W. SPEERS
Notary Public, State of Texas

EXHIBIT A

**Metes and Bounds Description of Real Property Contained within
McCORMICK MOUNTAIN SUBDIVISION, PHASE III**

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 1 of 4

13.013 ACRES – MCCORMICK MOUNTAIN PHASE III

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000145403 Official Public Records, Travis County, Texas and further described by meets and bounds as follows:

BEGINNING at a 1/2" iron pin found in the north margin of McCormick Mountain Drive and in the south line of said Keyes tract for the southeast corner of that certain 2.481 acre tract described in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southern most southwest corner of this tract;

THENCE: N 20°11'55" W 317.66 feet with the east line of said Dwyer-Sanders tract and with the west line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Dwyer-Sanders tract, for an exterior eli corner of this tract;

THENCE: over and across said Keyes tract with the west line of this tract the following nine (9) courses:

1. N 78°58'28" E 128.28 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 12°37'08" E 270.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 16°12'36" E 108.68 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 02°23'12" W 83.49 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 25°23'08" W 301.31 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 07°25'08" W 328.33 feet to a 1/2" iron on pin with a yellow plastic cap inscribed "CS, LTD" set,
7. N 74°12'59" W 587.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 71°58'17" W 124.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. N 45°24'50" W 232.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south margin of Weletka Drive and in the north line of said Keyes tract for the northwest corner of this tract;

THENCE: with the south margin of Weletka Drive and the north line of said Keyes tract and this tract the following eight (8) courses:

1. N 42°29'17" E 39.24 feet to a 1/2" iron pin found;
2. 75.24 feet along a curve to the right concave to the south (D= 44°57'00", r= 95.91 feet, lc bears N 64°54'23" E 73.33 feet) to a 1/2" iron pin found;
3. N 87°22'58" E 298.17 feet to a 1/2" iron pin found;
4. 89.93 feet along a curve to the right concave to the south (D= 21°19'26", r=241.63 feet, lc bears S 82°02'37" E 89.41 feet) to a 1/2" iron pin found;
5. S 71°20'27" E 207.39 feet to a 1/2" iron pin found;
6. 206.40 feet along a curve to the left concave to the north (D= 06°09'58", r=1917.81 feet, lc bears S 74°12'13" E 206.30 feet) to a 1/2" iron pin found;
7. S 77°43'33" E 220.73 feet to a calculated point;

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 2 of 4

8. 23.57 feet along a curve to the right concave to the west ($D=90^{\circ}01'38''$, $r=15.00$ feet, lc bears $S\ 32^{\circ}29'14''\ E\ 21.22$ feet) to a $1/2''$ iron pin found in the west margin of McCormick Mountain Drive for the northeast corner of said Keyes tract and this tract;


THENCE: with the west margin of McCormick Mountain Drive and the east line of said Keyes tract and this tract the following twelve (12) courses:

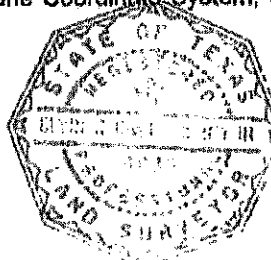
1. 61.04 feet along a curve to the left concave to the east ($D=02^{\circ}41'38''$, $r=1298.13$ feet, lc bears $S\ 11^{\circ}08'31''\ W\ 61.03$ feet to a $1/2''$ iron pin found;
2. $S\ 09^{\circ}53'44''\ W\ 49.86$ feet to a $1/2''$ iron pin found;
3. 107.96 feet along a curve to the left concave to the east ($D=20^{\circ}46'58''$, $r=297.64$ feet, lc bears $S\ 00^{\circ}35'55''\ E\ 107.37$ feet to a $1/2''$ iron pin found;
4. $S\ 10^{\circ}55'52''\ E\ 326.76$ feet to a calculated point;
5. 65.51 feet along a curve to the left concave to the east ($D=11^{\circ}01'51''$, $r=340.27$ feet, lc bears $S\ 16^{\circ}29'40''\ E\ 65.41$ feet to a $1/2''$ iron pin found;
6. $S\ 22^{\circ}02'39''\ E\ 185.22$ feet to a $1/2''$ iron pin found;
7. 119.94 feet along a curve to the right concave to the west ($D=35^{\circ}48'02''$, $r=191.95$ feet, lc bears $S\ 04^{\circ}09'48''\ E\ 118.00$ feet) to a $1/2''$ iron pin found;
8. $S\ 13^{\circ}47'03''\ W\ 195.25$ feet to a $1/2''$ iron pin found;
9. 109.21 feet along a curve to the left concave to the east ($D=24^{\circ}17'09''$, $r=257.64$ feet, lc bears $S\ 01^{\circ}31'17''\ W\ 108.39$ feet) to a $1/2''$ iron pin found;
10. $S\ 10^{\circ}31'44''\ E\ 137.96$ feet to a $1/2''$ iron pin found;
11. 88.75 feet along a curve to the right concave to the west ($D=23^{\circ}08'23''$, $r=219.76$ feet, lc bears $S\ 01^{\circ}02'42''\ W\ 88.15$ feet) to a $1/2''$ iron pin found;
12. 77.45 feet along a curve to the right concave to the west ($D=41^{\circ}39'52''$, $r=106.51$ feet, lc bears $S\ 33^{\circ}12'18''\ W\ 75.76$ feet) to a $1/2''$ iron pin found for the southeast corner of said Keyes tract and this tract;

THENCE: with the north margin of McCormick Mountain Drive and the south line of said Keyes tract and this tract the following two (2) courses:

1. 85.68 feet along a curve to the right concave to the north ($D=28^{\circ}09'30''$, $r=174.34$ feet, lc bears $S\ 67^{\circ}59'15''\ W\ 84.82$ feet) to a $1/2''$ iron pin found;
2. $S\ 82^{\circ}01'34''\ W\ 177.15$ feet to the Point of Beginning and containing 13.013 acres (566,853 sq. ft.) of land within these metes and bounds.

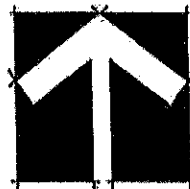
Bearings cited hereon based on Grid North, Texas state Plane Coordinate System, South Central Zone NAD 83 (CORS 96).


Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835
Castleberry Surveying Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

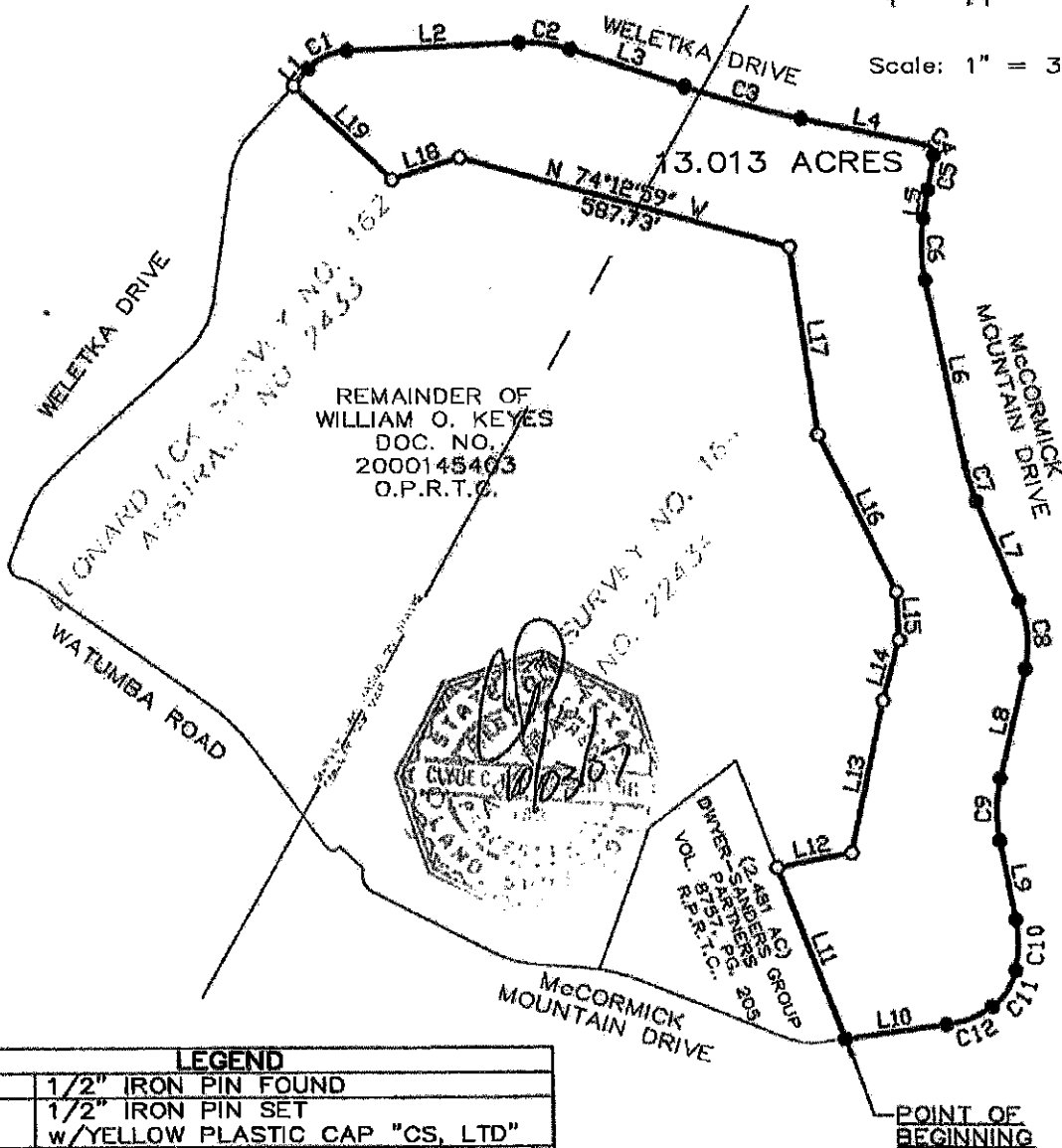


CCC/jrb/bab

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



LEGEND	
●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET

3

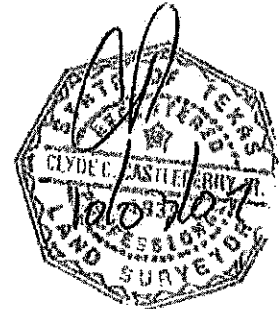
OF

4

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 42°29'17" E	39.24'
L2	N 87°22'58" E	298.17'
L3	S 71°20'27" E	207.39'
L4	S 77°43'33" E	220.73'
L5	S 09°53'44" W	49.86'
L6	S 10°55'52" E	326.76'
L7	S 22°02'39" E	185.22'
L8	S 13°47'03" W	195.25'
L9	S 10°31'44" E	137.96'
L10	S 82°01'34" W	177.15'
L11	N 20°11'55" W	317.66'
L12	N 78°58'28" E	128.28'
L13	N 12°37'08" E	270.39'
L14	N 16°12'36" E	108.68'
L15	N 02°23'12" W	83.49'
L16	N 25°23'08" W	301.31'
L17	N 07°25'08" W	328.33'
L18	S 71°58'17" W	124.73'
L19	N 45°24'50" W	232.86'



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	44°57'00"	95.91	75.24	73.33	N 64°54'23" E
C2	21°19'26"	241.63	89.93	89.41	S 82°02'37" E
C3	06°09'58"	1917.81	206.40	206.30	S 74°12'13" E
C4	90°01'38"	15.00	23.57	21.22	S 32°29'14" E
C5	02°41'38"	1298.13	61.04	61.03	S 11°08'31" W
C6	20°46'58"	297.64	107.96	107.37	S 00°35'56" E
C7	11°01'51"	340.27	65.51	65.41	S 16°29'40" E
C8	35°48'02"	191.95	119.94	118.00	S 04°09'48" E
C9	24°17'09"	257.64	109.21	108.39	S 01°31'17" W
C10	23°08'23"	219.76	88.75	88.15	S 01°02'42" W
C11	41°39'52"	106.51	77.45	75.76	S 33°12'18" W
C12	28°09'30"	174.34	85.68	84.82	S 67°59'15" W



Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78626
 (512) 930-1800/(512) 930-9389 fax
www.castleberryurveying.com

SHEET

4
 OF
4

EXHIBIT B
Access & Water Easement Property

FIELD NOTES

JOB NO:

Z:\Projects_Eng\2006_PROJECTS\60480_MCCORMICK_MOUNTAIN\DOCUMENTS\METES&BOUNDS\JOINT_ACCESS_ESMT_20090519.doc

DATE: May 19, 2009

PAGE: 1 OF 2 (Exhibit Attached)

TRACT 9: 0.04 ACRES

Being 0.04 acres of land situated in Williamson County, Texas out of the Leonard Eck Survey, Abstract No. 164, Williamson County, Texas and being a portion of that tract described as 13.013 acres in a General Warranty granted to Vistas of McCormick Mountain Development, Inc., a Texas corporation and recorded as Document Number 2007211643, Official Public Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a calculated point in the proposed west right-of-way line of McCormick Mountain Drive with a 50 foot right-of-way, for the southeast corner of this tract, from which a 1/2" iron pin found for the southeast corner of said Vistas tract bears S 76°12'57" E 5.36 feet, S 13°47'03" W 96.00 feet, 109.21 feet along a curve to the left and concave to the southeast ($\Delta = 24^\circ 17' 09"$, $r = 257.64$ feet, lc bears S 01°31'17" W 108.39 feet), S 10°31'44" E 137.96 feet and 88.75 feet along a curve to the right and concave to the southwest ($\Delta = 23^\circ 08' 23"$, $r = 219.76$, lc bears S 01°02'42" W 88.15 feet);

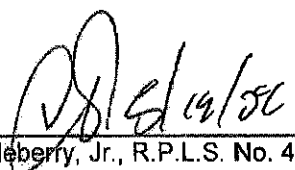
THENCE, N 76°02'29" W 24.00 feet into said Vistas tract with the south line of this tract to a calculated point for the southwest corner of this tract;

THENCE, N 13°57'31" E 64.00 feet continuing into said Vistas tract with the west line of this tract to a calculated point for the northwest corner of this tract;

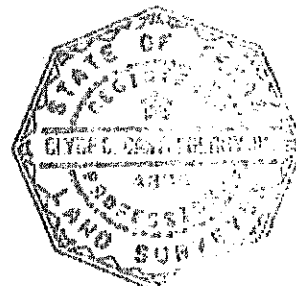
THENCE, S 76°02'29" E 24.00 feet continuing into said Vistas tract with the north line of this tract to a calculated point in the said proposed west right-of-way line of McCormick Mountain Drive for the northeast corner of this tract;

THENCE, S 13°57'31" W 64.00 feet continuing into said Vistas tract with the proposed west right-of-way line of McCormick Mountain Drive with the east line of this tract to the POINT OF BEGINNING;

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

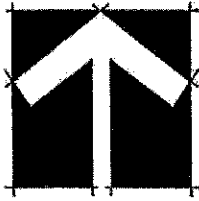

Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

CCC/adm



DRAWING FILE: Z:\Projects_Eng\2006_PROJECTS\60480_MCCORMICK_MOUNTAIN\DRAWINGS\EASEMENTS\60480_JOINT_ACCESS_ESMT_20090515.dwg Mar 02, 2012 - 5:51

EXHIBIT TO ACCOMPANY FIELD NOTES OF:
**TRACT 9: 0.04 ACRES OUT OF
THE LEONARD ECK SURVEY, ABSTRACT No. 164
TRAVIS COUNTY, TEXAS**



Scale: 1" = 50'

LEONARD ECK
SURVEY NO. 164

TRACT 9
SUBJECT TRACT:
0.04 ACRES

VISTAS OF MCCORMICK
MOUNTAIN
DEVELOPMENT, INC.
DOC #2007211643
O.P.R.T.C.

Bearing Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93) NAVD 88

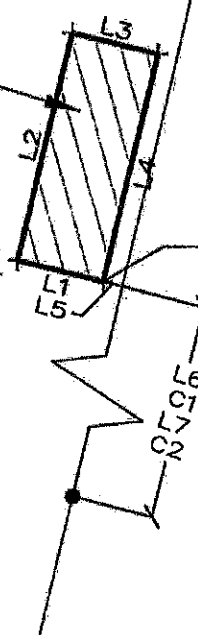
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 76°02'29" W	24.00'
L2	N 13°57'31" E	64.00'
L3	S 76°02'29" E	24.00'
L4	S 13°57'31" W	64.00'
L5	S 76°12'57" E	5.36'
L6	S 13°47'03" W	96.00'
L7	S 10°31'44" E	137.96'

LEGEND	
O	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
+	CALCULATED POINT
P.R.T.C.	PLAT RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	24°17'09"	257.64	109.21	108.39	S 01°31'17" W
C2	23°08'23"	219.76	88.75	88.15	S 01°02'42" W



MCCORMICK
MOUNTAIN DRIVE
(50' R.O.W.)



Castieberry Surveying Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1800/(512) 930-9389 fax
www.castieberrysurveying.com

SHEET

2

OF

2

FIELD NOTED ATTACHED

EXHIBIT C
Electric Distribution Utility Easement

Easement No. _____
File No. _____
Address: _____
Initials: _____

ELECTRIC DISTRIBUTION UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____, 2012

GRANTOR: VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.

GRANTOR'S ADDRESS: 10810 Spicewood Parkway
Austin, Texas 78750

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088
Austin, Travis County, Texas

PROPERTY: Lots __ and __, Block __, McCormick Mountain
Subdivision, Phase __, Travis County, Texas

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE a non-exclusive easement and right of way along, over, under, and across that portion of the Property bounded, described and shown on Exhibit A, attached hereto and incorporated herein (the "Easement"), to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and telecommunications lines and systems and all necessary desirable appurtenances and structures (the "Facilities"), to permit telephone and cable television lines and systems to be installed, constructed, reconstructed, operated, repaired, inspected, upgraded, replaced or removed (in whole or in part) and maintained in the Easement, and to cut or trim trees and shrubbery and to remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities.

GRANTOR reserves the right to landscape the Easement and to construct driveways or parking areas in the Easement, but Grantor may not place, erect or maintain in the Easement: (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation, or contour of the land which would impair Grantee's access to its Facilities in the Easement for the purposes stated above. Notwithstanding the

foregoing, Grantor reserves the right to construct, repair and maintain private water lines for the provision of water utility service to the Property in the location generally shown on the Standard Driveway Entrance Detail attached hereto as Exhibit B and incorporated herein.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

GRANTOR:

VISTAS OF McCORMICK MOUNTAIN
DEVELOPMENT, INC.,
a Texas corporation

By: 

Name: Michael W. Wilson

Title: Director

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 5th day of March, 2012 by MICHAEL W. WILSON, in the capacity as a Director of Vistas of McCormick Mountain Development, Inc., a Texas corporation, on behalf of said corporation.



Marilynn K. Anthenat
Notary Public, State of Texas

MARILYNN K. ANTENAT
Notary's Printed or Typed Name

10-17-12
Notary's Commission Expires

Exhibit A: Easement Property

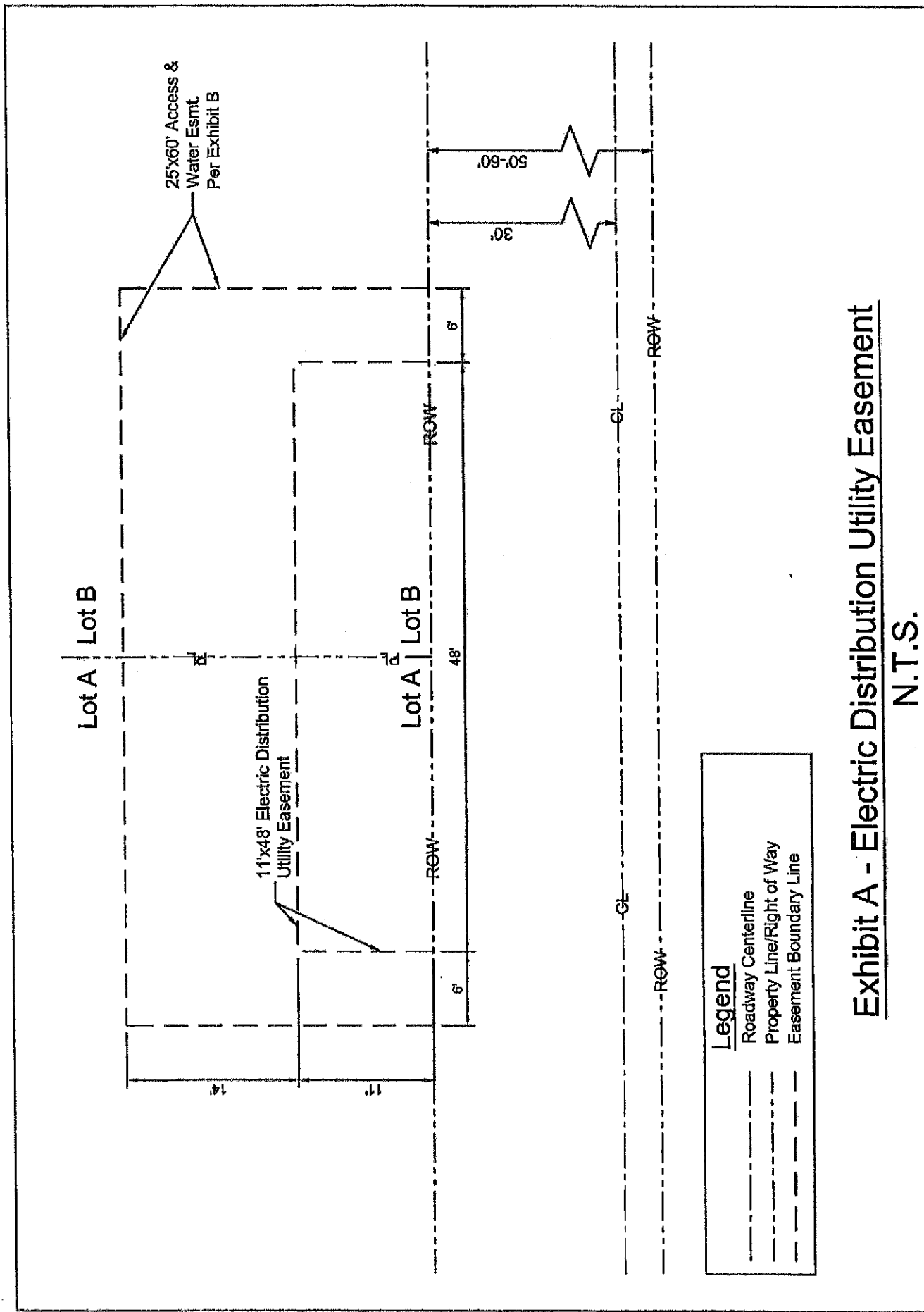


Exhibit A - Electric Distribution Utility Easement
N.T.S.

Exhibit B: Standard Driveway Entrance Detail

AFTER RECORDING RETURN TO:
City of Austin – Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Christine Esparza
Electric Distribution Utility Easement
Legal Review 06/15/07

AFTER RECORDING RETURN TO:

Vistas of McCormick Mountain Development, Inc.
c/o Coats Rose
1717 W. 6th St., Suite 420
Austin, Texas 78703
Attn: John M. Joseph