



AGENDA
PLANNING & ZONING COMMISSION REGULAR MEETING
COUNCIL CHAMBERS
5803 THUNDERBIRD STREET
JULY 9, 2026 AT 4:00 PM

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I. CALL TO ORDER, CALL OF ROLL

Lynda Aird, Chairperson

Dave Stewart

Jeff Hewgley

Gene Harris, Vice Chair

Enrique Lopez

Ann Cleator

Nelson Minyard

Paul Prince - Council Liaison

Jordan Strohmeyer - Staff Liaison

II. CITIZEN COMMENTS

In accordance with the Open Meetings Act, the Commission is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Chair prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below.

[Citizen Participation Registration Form](#)

III. STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City staff.
2. Routine Reports from City Council Liaison.

IV. PUBLIC HEARING AND ACTION (APPLICATIONS)

1. **26-2960-PDD-MOD:** Open a Public Hearing to Consider, Discuss, and Take Action on Consideration and recommendation of a PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01, Firefly Cove Planned Development District ("Firefly Cove PDD"). Approximately, 211 acres located in ABS 2587 Survey 141 Cook W A & various others.

V. PUBLIC HEARING AND ACTION (ORDINANCE AMENDMENTS)

1. Open a public hearing to consider, discuss, and take action on an ordinance of the City of Lago Vista, Texas, amending the City of Lago Vista Code of Ordinances by removing mobile food vendor and mobile food establishment regulations from Article 4; amending Article 14.200, Exhibit A, "Zoning Ordinance," Section 6, by adding Section 6-110, "Mobile Food Vendors"; amending Article 14.200, Exhibit A, Part IV, Table B, "Table of Allowed Uses for Zoning," by adding "Mobile Food Vendor" and "Mobile Food Vendor Park" as use classifications; providing findings of fact; providing for attachments; providing for repealer; providing for severability; providing for codification; providing for a penalty; and providing an effective date

VI. ACTION ITEMS

1. Consider, Discuss, and Take Action on the Minutes from the June 11th, 2026.
2. Consider, Discuss, and Take Action on the Comprehensive Plan Draft.

VII. CONSENT AGENDA

All matters listed in the Consent Agenda are to be considered routine by the Commission and will be enacted by one motion without discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

VIII. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 6:00 pm on the 23rd day of June 2026.

Robin Smith, City Secretary

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

IN ADDITION TO ANY EXECUTIVE SESSION ALREADY LISTED ABOVE, THE PLANNING AND ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE FOR THE FOLLOWING

PURPOSES: §551.071: CONSULTATION WITH ATTORNEY; §551.072: DELIBERATIONS REGARDING REAL PROPERTY; §551.073: DELIBERATIONS REGARDING GIFTS AND DONATIONS; §551.074: PERSONNEL MATTERS; §551.076: DELIBERATIONS REGARDING SECURITY DEVICES; §551.087: DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.



Item Cover Page

PLANNING & ZONING COMMISSION AGENDA ITEM REPORT

DATE: July 9, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: **26-2960-PDD-MOD:** Open a Public Hearing to Consider, Discuss, and Take Action on Consideration and recommendation of a PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01, Firefly Cove Planned Development District ("Firefly Cove PDD"). Approximately, 211 acres located in ABS 2587 Survey 141 Cook W A & various others.

BACKGROUND:

The Firefly Cove Planned Development District was originally approved by City Council through Ordinance No. 21-09-02-01. The ordinance established the zoning framework for a master-planned residential development and included an approved Concept Plan and Detailed Plan as Exhibit "C." The approved PDD allows a mix of residential lot types, open space, parkland, amenity areas, internal circulation, and related infrastructure improvements.

The current request is a Planned Development District Modification to amend and replace Exhibit "C," the adopted Concept Plan and Detailed Plan. The applicant states that the proposed amendment is intended to update the land use layout, amenity areas, residential lot distribution, internal roadway configuration, and related plan details to reflect current development planning and the Firefly Cove MUD Consent Agreement.

The applicant further states that the request does not increase the maximum number of residential units authorized by the adopted PDD ordinance and does not modify the controlling text of Ordinance No. 21-09-02-01. If approved, the amended Exhibit "C" would replace the currently adopted Concept Plan and Detailed Plan and would serve as the controlling plan exhibit for future development review within the Firefly Cove PDD, subject to the adopted PDD ordinance, applicable City codes, and future platting, construction plan, infrastructure, permitting, and inspection requirements.

FINDINGS:

Staff provides the following findings for consideration by the Planning and Zoning Commission and City Council:

1. **PDD Amendment Process.** The request is a Planned Development District Modification to amend and replace the adopted Concept Plan and Detailed Plan, Exhibit “C,” for the Firefly Cove Planned Development District.
2. **Existing PDD Framework.** Ordinance No. 21-09-02-01 established the Firefly Cove Planned Development District and adopted the original Concept Plan and Detailed Plan as part of the controlling PDD approval.
3. **Scope of Request.** The applicant states that the proposed amendment is limited to replacing Exhibit “C” and does not increase the maximum residential unit count or modify the controlling text of Ordinance No. 21-09-02-01.
4. **Plan Replacement.** Because the proposed amendment would replace the adopted Concept Plan and Detailed Plan in full, the amended Exhibit “C,” if approved, would become the controlling plan exhibit for future development review within the PDD.
5. **MUD Consent Agreement Alignment.** The applicant states that the proposed amendment is intended to align the PDD exhibit with current development planning and commitments associated with the Firefly Cove Municipal Utility District Consent Agreement.
6. **Future Development Review.** Approval of the PDD modification would not constitute approval of any future plat, construction plan, building permit, infrastructure acceptance, easement, dedication, maintenance agreement, or other required development approval.
7. **Outstanding Clarification Items.** Before final action, the record should clearly address acreage reconciliation, controlling document hierarchy, public and private amenity commitments, ownership and maintenance responsibilities, infrastructure and phasing, and final Exhibit “C” readiness.
8. **Legislative Discretion.** The request involves policy, land use, infrastructure, public access, and long-term administrative considerations appropriate for Planning and Zoning Commission review and City Council action.

RECOMMENDATION:

Open a public hearing for the discussion and consideration of the PDD Modification.

ATTACHMENTS:

[Firefly_Cove_PDD_Modification_Staff_Report.pdf](#)
[Ord.XXX\(Firefly Amnd\).docx](#)

Development Services Staff Report

Firefly Cove PDD Modification

Planned Development District Modification | Case No. 26-2960-PDD-MOD

Report Date	June 17, 2026	Meeting Date	July 9, 2026
Board / Action	Planning and Zoning Commission - public hearing and recommendation	Project Planner	Tam Pieklik
Applicant	Firefly Cove, LLC	Property Owner	Firefly Cove, LLC
Representative / Requestor	Luke Gosda	Request Type	PDD Modification

Executive Summary

Firefly Cove, LLC requests approval of a Planned Development District (PDD) Modification to replace the existing Concept Plan and Detailed Plan, identified as Exhibit C to Ordinance No. 21-09-02-01, with an updated Concept Plan and Detailed Plan for the Firefly Cove Planned Development District. The applicant states the updated plan is intended to reflect current development planning and commitments associated with the Firefly Municipal Utility District (MUD) Consent Agreement.

The request does not propose to amend the controlling ordinance language, increase the maximum number of residential units, or alter the established permitted uses and development standards. The principal changes are the redistribution of land use areas, creation and relocation of additional amenity areas, intermixing of SF-A and SF-Estate lots within the residential area, and updates to the internal roadway/phasing layout.

Staff Recommendation: Staff forwards Case No. 26-2960-PDD-MOD to the Planning and Zoning Commission without a recommendation for approval or denial.

The request would amend and replace Exhibit “C,” the Concept Plan and Detailed Plan for the Firefly Cove Planned Development District. The applicant states that the amendment aligns the PDD exhibit with current development planning and the Firefly Cove MUD Consent Agreement, without increasing the maximum residential unit count or modifying the controlling text of Ordinance No. 21-09-02-01.

Because the amendment would replace the adopted Concept Plan and Detailed Plan in full, staff identifies the following items for consideration before final action: acreage reconciliation, controlling document clarification, public/private amenity commitments, ownership and maintenance responsibilities, infrastructure and phasing, and final Exhibit “C” readiness.

Approval of this request would not approve any future plat, construction plan, building permit, infrastructure acceptance, easement, dedication, maintenance agreement, or other required development approval. Accordingly, staff forwards the request for public hearing, deliberation, and recommendation to City Council.

Item Details

Project Name	Firefly Cove PDD Modification	Case No.	26-2960-PDD-MOD
Project Location	Approximately 211 acres located in ABS 2587 Survey 141 Cook W A & various others; generally associated with the Firefly Cove PDD area along Boggy Ford Road and Drapers Cove Road.	Current Zoning / PDD	Firefly Cove Planned Development District, adopted by Ordinance No. 21-09-02-01.
Total Acreage	Approximately 211 acres located in ABS 2587 Survey 141 Cook W A & various others. Original PDD legal description: metes and bounds description of 286.85 acres, more or less, save and except 2.504 acres and 2.899 acres, leaving 281.45 acres, more or less, across multiple surveys in Travis County, Texas.	Future Land Use	HDRES (High Density Residential).
Legal Description	Approximately 211 acres located in ABS 2587 Survey 141 Cook W A & various others. Original PDD legal description: metes and bounds description of 286.85 acres, more or less, save and except 2.504 acres and 2.899 acres, leaving 281.45 acres, more or less, across multiple surveys in Travis County, Texas.	Requested Action	Replace the existing Exhibit C Concept Plan and Detailed Plan in its entirety with the updated Concept Plan and Detailed Plan submitted by the applicant.

Case History and Background

The subject property is part of the Firefly Cove Planned Development District (PDD), originally approved by City Council through Ordinance No. 21-09-02-01. The ordinance was passed and approved on September 2, 2021, following public hearings before the Planning and Zoning Commission on August 12, 2021 and City Council on September 2, 2021.

The 2021 ordinance approved the property as a PDD with a concept plan and detailed plan attached as Exhibit C. The PDD established a master-planned residential framework that included up to 280 SF-A single-family residential lots, up to 45 SF-Estate lots, open space, amenities, and local rights-of-way. The ordinance also included custom development standards for lot width, setbacks, impervious cover, minimum living area, road design, drainage, open space, parkland, lighting, signage, and related development provisions.

The Firefly Municipal Utility District (MUD) Consent Agreement was approved in March 2025. As described in the applicant narrative, the Consent Agreement and subsequent project planning efforts resulted in additional public and private amenity commitments, including public mountain bike and pedestrian trails, eight pickleball courts, parkland, lake-access-related amenities, shade structures, picnic tables, barbecue grills, and private resident amenities such as a resort-style swimming pool and additional sports courts.

The applicant states that the 2021 land use plan did not provide sufficient internal amenity area locations to implement the full amenity package contemplated by the Consent Agreement. The proposed amendment therefore replaces Exhibit C with an updated plan intended to distribute amenity areas throughout the project, reduce the residential land-use area, update internal circulation, and allow SF-A and SF-Estate lots to be intermixed within the designated residential area.

MUD Consent Agreement and Council Action Background

On December 5, 2024, Firefly Cove, LLC submitted a Petition for Consent to the creation of a municipal utility district (MUD) within the City limits. The submittal described the MUD as a financing mechanism to reimburse eligible water, wastewater, drainage, roadway, recreation, and other improvements related to development of Firefly Cove. The developer stated that the MUD would not cost the City funds or create additional City liability, and that MUD taxes would apply only to properties located within Firefly Cove.

The December 19, 2024 City Council minutes identify Agenda Item 7 as approval of Resolution No. 24-2107, consenting to the creation of an in-city Municipal Utility District for Firefly Cove, LLC. The minutes reflect a motion to approve the petition for consent and direct legal counsel to work with the developer on discussed stipulations, including public accessibility for pickleball courts, lake access, and related community amenities, financial contributions for wastewater and roadway improvements, and legal review before final approval. The amended motion carried 4-3.

The Consent Agreement materials provide additional context for the current PDD Modification. The agreement states that the project is to be developed in accordance with the City Code as modified by the existing PDD, that the District will not provide municipal services, and that retail water and wastewater service will be provided by the City. The materials also identify public-access commitments for trails, pickleball courts, and waterfront recreation amenities, as well as public infrastructure contributions tied to wastewater capacity and transportation improvements.

Commitment / Topic	Consent Agreement Summary	Relevance to PDD Modification
MUD Financing Structure	MUD bonds may finance or reimburse eligible water, wastewater, drainage, road, recreation, and related public infrastructure costs associated with Firefly Cove.	Explains why the applicant is coordinating updated land use, infrastructure, and amenity locations through a replacement Exhibit C.
City Services	The District will not provide municipal services. Retail water and wastewater service will be provided by the City, and customers in the Land will pay applicable in-city rates.	Supports continued City review of utility capacity, infrastructure design, and public-facility conveyance at later plat and construction-plan stages.
Public Access / Amenities	Developer agrees to provide public access easements for mountain bike and pedestrian walking trails, pickleball courts, and parkland/water recreation amenities on approximately 12 acres of Lake Travis shoreline, including picnic tables, benches, shade structures, and a swim dock.	Directly supports the applicant's request to increase Amenities Areas and disperse amenity locations within the project rather than limiting them to the original lakefront amenity parcels.
Wastewater Contribution	Developer agrees to pay \$1,800,000 toward expansion of the City's existing wastewater	Relevant to infrastructure-capacity discussion but does not replace City review

	system, payable from the proceeds of the first District bond issuance.	of future plats, construction plans, utility approvals, fiscal security, and facility acceptance.
Transportation Contribution	In addition to the developer's \$199,365 rough-proportionality contribution, Developer agrees to pay \$590,735 to fund the remaining TIA-identified improvements, or elect to fully fund and construct those improvements.	Supports transportation analysis and future verification of Boggy Ford Road, Drapers Cove Road, emergency access, and TIA-related obligations.
Boggy Ford / Drapers Cove Improvements	Developer will fund and construct recommended traffic improvements to the intersection of Boggy Ford Road and Drapers Cove no later than development of Phase 3.	Relevant to phasing and recommended conditions for future subdivision and construction-plan review.

Overview of Applicant Request

The applicant requests approval to delete the existing Exhibit C to Ordinance No. 21-09-02-01 and replace it with the updated Concept Plan and Detailed Plan submitted with the current application. The updated plan is intended to function as the controlling land use plan for future development phases within the Firefly Cove PDD.

- **No increase in residential unit maximums.** The applicant states the updated plan maintains the maximum unit allowances established in the existing PDD ordinance.
- **No change to controlling ordinance language.** The request is framed as a plan replacement rather than a text amendment to the PDD ordinance.
- **Amenity areas increase.** Amenities Areas increase from 19 acres in the 2021 Plan to 56 acres in the Updated Plan.
- **Residential land-use areas are consolidated.** The 2021 Plan separately identified 102 acres of SF-A and 73 acres of SF-Estate. The Updated Plan identifies 140 combined acres of SF-A / SF-Estate.
- **Open space remains a major project component.** Open Space is shown as 63 acres in the Updated Plan, compared with 71 acres in the 2021 Plan.
- **Local ROW increases.** Local ROW increases from 17 acres to 23 acres, reflecting updated internal circulation and phasing layout.

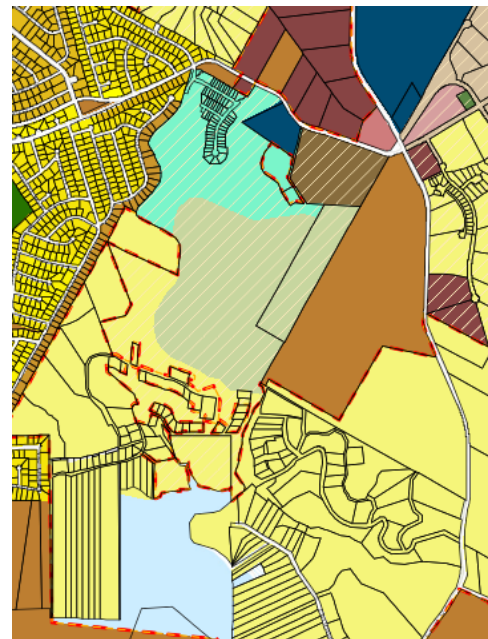
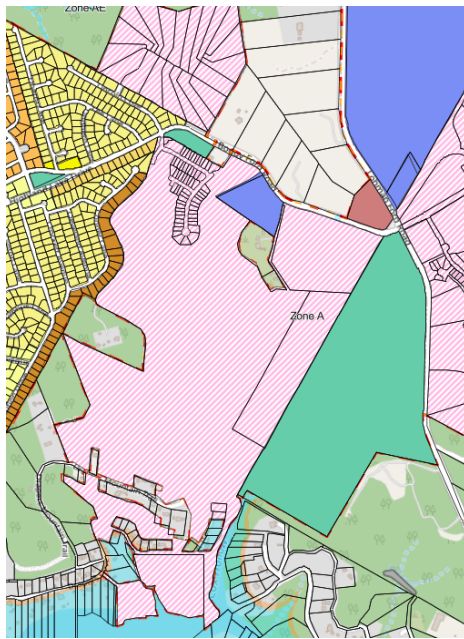
Land Use Acreage Comparison

Plan	SF-A	SF-Estate	Amenities Areas	Open Space	Local ROW
2021 Plan	102 acres	73 acres	19 acres	71 acres	17 acres
Updated Plan	140 acres combined	Included in combined residential acreage	56 acres	63 acres	23 acres

Staff Note: The applicant narrative describes the amendment as an adjustment to already permitted land use designations within the PDD boundaries.

Site Information

Direction	Zoning District	Future Land Use	Existing Use / Context
North	ETJ	REGCOM	ETJ / undeveloped and adjacent properties
South	Lake	Lake	Lake Travis / waterfront area
East	TR-1	HDRES	TR-1 / residential context
West	R-1	LDRES	R-1 / residential context



The site is generally located along Boggy Ford Road and Drapers Cove Road. The notification map identifies the requestor area, notification boundary, TCAD parcels, City limits, and ETJ limits. The map was prepared for Planning and Zoning notification purposes using NAD 1983 StatePlane Texas Central FIPS 4203 Feet, dated June 9, 2026.

Comprehensive Plan and Policy Guidance

The future land use designation identified in the staff materials is HDRES (High Density Residential). The original PDD ordinance included findings that the PDD was consistent with the City’s Comprehensive Master Plan and established a planned residential development framework intended to protect health, safety, welfare, property values, and the City’s tax base.

The proposed amendment should be evaluated for consistency with the applicable comprehensive plan policies, including whether the updated land-use distribution continues to support a coordinated master-planned development pattern, maintains compatibility with surrounding properties, and implements the public and private amenities represented during the MUD consent process.

Applicable Code Framework

The request is governed by the PDD provisions in the Unified Development Code, including the purpose, procedural requirements, plan requirements, change/amendment procedures, detail-plan findings, and City Council approval requirements. The following provisions are most relevant to this application:

UDC Section	Requirement / Standard	Staff Application to Request
Sec. 10-10 - Purpose	PDDs allow land to be developed as an integral unit with flexibility from standard zoning districts while ensuring good zoning and development practices. Flexibility should not be used primarily to avoid standards considered onerous or costly.	The request should be evaluated as a coordinated master-plan adjustment that implements the project’s approved development framework and amenity commitments, not as a stand-alone variance request.
Sec. 10-20 - Procedural Requirements	Requires a PDD application, base district references, concept/detail plan information, and a phasing plan or schedule for PDDs larger than 100 acres or phased projects.	The application proposes replacement of the existing Concept Plan and Detailed Plan. The Updated Plan shows land uses, phasing, internal circulation, open space, amenity areas, and project boundaries.
Sec. 10-30 - Changes in Concept Plan	Changes in the concept plan are processed as a rezoning application unless administratively authorized as non-substantive. Notice is based on the legal description of the original PDD approval, excluding only property removed by later zoning changes.	Because the applicant seeks replacement of Exhibit C and the matter raises public-interest and plan-substitution issues, staff is processing the request through the public hearing and recommendation process rather than administrative authorization.

UDC Section	Requirement / Standard	Staff Application to Request
Sec. 10-50 - Consideration of Detail Plan	Planning and Zoning Commission recommends; Council may approve, deny, modify, add restrictions, remand, or deny. Approval findings include compliance with the concept plan/PDD standards, compatibility, and adequate/safe vehicular circulation.	The staff findings below address consistency with the PDD, compatibility with surrounding properties, and circulation. The Updated Plan appears intended to remain within the existing PDD framework subject to final exhibit and technical verification.
Sec. 10-60 - Changes in Detail Plan	Changes in the detail plan are processed as a rezoning application unless administratively authorized as non-substantive; administrative approval must be denied if the change raises new issues of public interest.	The detail plan amendment is being publicly noticed and considered by P&Z due to the replacement of the controlling plan exhibit and public-interest implications.
Sec. 10-80 - Approval of Districts	City Council may approve creation or amendment of a PDD by ordinance after receiving a P&Z recommendation. Because relief from strict compliance is included, approval or amendment requires an affirmative vote of at least three-fourths of all members of the governing body.	P&Z action is a recommendation. Final action requires City Council consideration by ordinance, and the Council vote requirement should be confirmed with the City Attorney before final agenda publication.
Sec. 10-90 - Additional Requirements	The three-fourths vote applies to concept plans, detail plans, and amendments. Relief from PDD requirements is processed as a PDD amendment rather than a variance or special exception.	The current request is properly framed as a PDD amendment/modification rather than a variance.

Staff Analysis

1. Nature of the Amendment

The applicant's request is a plan replacement for Exhibit C rather than a proposed amendment to the substantive ordinance text. The existing PDD ordinance contemplated that the land use plan would guide development while allowing non-substantive changes administratively where the ordinance criteria are met. Because the current request replaces the entire Exhibit C and redistributes land use areas, staff has treated the request as a PDD Modification requiring public notice, Planning and Zoning Commission recommendation, and City Council action.

2. Consistency with Existing PDD Entitlements

The materials state that the request does not increase the maximum number of residential units and does not alter the established development standards. The residential component is reconfigured by combining SF-A and SF-Estate areas into 140 acres of residential land use, with the SF-Estate lots to be dispersed within the residential areas instead of separately delineated as shown on the 2021 Plan. Staff should confirm that any lot-level implementation remains consistent with the applicable SF-A and SF-Estate standards in Ordinance No. 21-09-02-01.

3. Amenity and Open Space Framework

The most significant plan change is the increase in designated Amenities Areas from 19 acres to 56 acres. The applicant links this change to the MUD Consent Agreement commitments for public and private recreational amenities. Open Space remains a substantial component of the PDD, shown as 63 acres on the Updated Plan. Staff should confirm during later plat/site plan review that any public access easements, public dedications, ownership/maintenance responsibilities, and MUD/HOA obligations are carried forward in enforceable documents.

The additional Consent Agreement materials strengthen this part of the analysis because the agreement expressly links public access to trails, pickleball courts, and waterfront recreation amenities. Staff should ensure that the final replacement Exhibit C, any public access easement documents, and future plats clearly distinguish private HOA/MUD amenities, publicly accessible amenities, and any land or facilities proposed for dedication to or maintenance by the City.

4. Transportation and Circulation

The original PDD ordinance includes transportation-related standards, including Traffic Impact Analysis responsibilities, improvements associated with Boggy Ford Road and Drapers Cove Road, driveway connections, emergency access locations, traffic calming, and subdivision design criteria. The Updated Plan shows a revised internal roadway pattern, local ROW, and phased development areas. The proposed Local ROW acreage increases from 17 acres to 23 acres. Final roadway alignment, emergency access, traffic calming, driveway spacing, and design details should be reviewed at subdivision construction plan and final plat stages.

The MUD Consent materials identify infrastructure-related commitments that are separate from, and do not substitute for, development review approvals. Staff should treat the financial commitments and MUD-related obligations as background and implementation context while continuing to require independent compliance with the PDD ordinance,

UDC, subdivision regulations, engineering criteria, fiscal security requirements, utility approvals, and final facility-acceptance procedures.

5. Compatibility

The proposed amendment keeps the use mix within the master-planned residential framework originally approved for the property. The plan does not appear to introduce new nonresidential land uses or an increase in density. Amenity locations are moved and expanded, which may improve internal access for residents and the public; however, staff should ensure that amenity placement, public access, parking, noise, lighting, and operational details are addressed through later development approvals where applicable.

Review Criteria and Staff Findings

Finding Area	Staff Finding
Compliance with Concept Plan / PDD Standards	The Updated Plan is intended to replace the existing combined Concept Plan and Detail Plan attached as Exhibit C. Based on the applicant narrative, the amendment maintains the controlling ordinance language, permitted uses, maximum residential units, and development standards. Staff recommends approval subject to final verification that the replacement exhibit remains consistent with Ordinance No. 21-09-02-01 and the UDC PDD provisions.
Compatibility with Surrounding Properties	The amendment maintains a master-planned residential development adjacent to existing residential, ETJ, and Lake Travis contexts. No increase in density, height, or impervious cover is represented in the application materials. Staff finds the change compatible with the surrounding area subject to later review of final lot layout, amenity operations, lighting, parking, access, and drainage.
Adequate and Safe Vehicular Circulation	The Updated Plan revises internal roadway layout and increases Local ROW acreage. The original PDD ordinance contains transportation requirements, including TIA-related improvements, Drapers Cove Road/Boggy Ford Road improvements, emergency access, traffic calming, and subdivision design criteria. Staff finds the plan can support adequate circulation subject to technical review at plat and construction plan stages.
Public Interest and PDD Purpose	The request is being processed through a public hearing process because it replaces the controlling plan exhibit and raises public-interest considerations. The amendment appears to further the PDD purpose by coordinating land use, open space, amenities, phasing, and circulation within an integrated development framework.
Public Notice	The notice materials identify a Planning and Zoning Commission public hearing on July 9, 2026 at 4:00 PM and describe the request as a PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01. Notice and mailing counts should be verified before final publication and hearing.

Recommended Conditions

- Approval of the PDD Modification shall not be construed as approval of final plats, subdivision construction plans, site plans, public access easement documents, fiscal security, utility approvals, floodplain approvals, drainage approvals, or other permits required by the City or other applicable agencies.
- All development shall continue to comply with Ordinance No. 21-09-02-01, the approved replacement Exhibit C, the UDC, and all applicable state and federal requirements unless expressly modified by the approved PDD ordinance.
- The final replacement Exhibit C should identify, to the extent applicable at this plan level, the location or general distribution of publicly accessible trails, pickleball courts, shoreline recreation areas, swim dock, shade structures, picnic areas, and other amenities required by the MUD Consent Agreement.
- Public access easements, dedication instruments, maintenance responsibilities, and ownership responsibilities for open space, trails, drainage, water quality facilities, private roads, and amenity areas shall be reviewed and approved in the form required by the City Attorney, City Engineer, and Development Services Director before plat recordation or other applicable development milestones.
- Approval of the PDD Modification does not independently approve MUD bond issuance, reimbursement, utility capacity reservation, public infrastructure acceptance, CCN/service-area changes, or any future annexation or service-extension action.

Public Notification

The public hearing notice states that the Planning and Zoning Commission will hold a public hearing on July 9, 2026 at 4:00 PM in the Council Chambers at City Hall, 5803 Thunderbird, Lago Vista, Texas, to receive citizen input on Case No. 26-2960-PDD-MOD. The notice describes the request as consideration and recommendation of a PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01 for the Firefly Cove Planned Development District, approximately 211 acres located in ABS 2587 Survey 141 Cook W A & various others.

Staff materials should be updated before publication to include the final number of mailed notices, newspaper publication date, sign posting date, registered neighborhood association notification, and number of comments received in favor or opposition.

Notification Item	Status / Information
Public Hearing	Planning and Zoning Commission - July 9, 2026 at 4:00 PM.
Notice Description	PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01, Firefly Cove PDD.
Notice Area	Notification map shows requestor area and notification boundary. Confirm that legal-description-based notice complies with UDC Sec. 10-30 and Sec. 10-60.
Written Comments	To be updated before the hearing: number in favor, number opposed, and summary of substantive comments received.

Staff Recommendation

Staff provides the following analysis for consideration and forwards Case No. **26-2960-PDD-MOD** to the Planning and Zoning Commission without a recommendation for approval or denial.

The request is a Planned Development District Modification to amend and replace the Concept Plan and Detailed Plan, Exhibit “C,” for the Firefly Cove Planned Development District. The applicant states that the proposed amendment is intended to align the approved PDD exhibit with current development planning and the Firefly Cove Municipal Utility District Consent Agreement. The applicant further states that the request does not increase the maximum number of residential units authorized by Ordinance No. 21-09-02-01 and does not amend the controlling text of the adopted PDD ordinance.

Because the proposed amendment would replace the adopted Concept Plan and Detailed Plan in its entirety, staff finds that the request involves policy, land use, infrastructure, public access, and long-term administrative considerations that are appropriate for Planning and Zoning Commission review and City Council direction. Staff is not recommending approval or denial at this time, but instead identifies the following items for consideration as part of the public hearing and recommendation process:

1. **Controlling Document Clarification.** The adopting ordinance and amended Exhibit “C” should clearly state which document controls in the event of conflict between the PDD ordinance, the amended exhibit, the MUD Consent Agreement, future plats, and construction plans.
2. **Public and Private Amenity Commitments.** The amended plan should clearly distinguish between public amenities, private amenities, publicly accessible private amenities, and improvements required under the MUD Consent Agreement.
3. **Ownership and Maintenance Responsibilities.** The final record should clearly identify whether parkland, open space, trails, shoreline improvements, drainage facilities, and other amenities will be owned or maintained by the City, the MUD, the property owners association, or another responsible entity.
4. **Infrastructure and Phasing.** The amended Concept Plan and Detailed Plan should provide sufficient information to guide future review of plats, construction plans, utility improvements, drainage improvements, roadway improvements, public access improvements, and related infrastructure.
5. **Final Exhibit Readiness.** Prior to City Council consideration, the applicant should provide a clean final version of the amended Exhibit “C” suitable for adoption and long-term administration.

Staff notes that approval of this PDD modification would not constitute approval of any future plat, construction plan, building permit, infrastructure acceptance, public access easement, parkland dedication instrument, maintenance agreement, or other development approval required by City code. Future development phases would remain subject to all applicable City review, permitting, inspection, infrastructure, drainage, utility, fire, and building requirements.

Accordingly, staff forwards Case No. 26-2960-PDD-MOD to the Planning and Zoning Commission for public hearing, deliberation, and recommendation to City Council, without a staff recommendation for approval or denial.

Suggested Motion

Approval

I move to recommend approval of Case No. 26-2960-PDD-MOD, a Planned Development District Modification to replace the existing Exhibit C Concept Plan and Detailed Plan for the Firefly Cove Planned Development District,

adopted by Ordinance No. 21-09-02-01, with the Updated Concept Plan and Detailed Plan, subject to staff findings and the conditions identified in the staff report.

Approval with Additional Conditions

I move to recommend approval of Case No. 26-2960-PDD-MOD, subject to staff findings, the conditions identified in the staff report, and the following additional conditions: [state conditions].

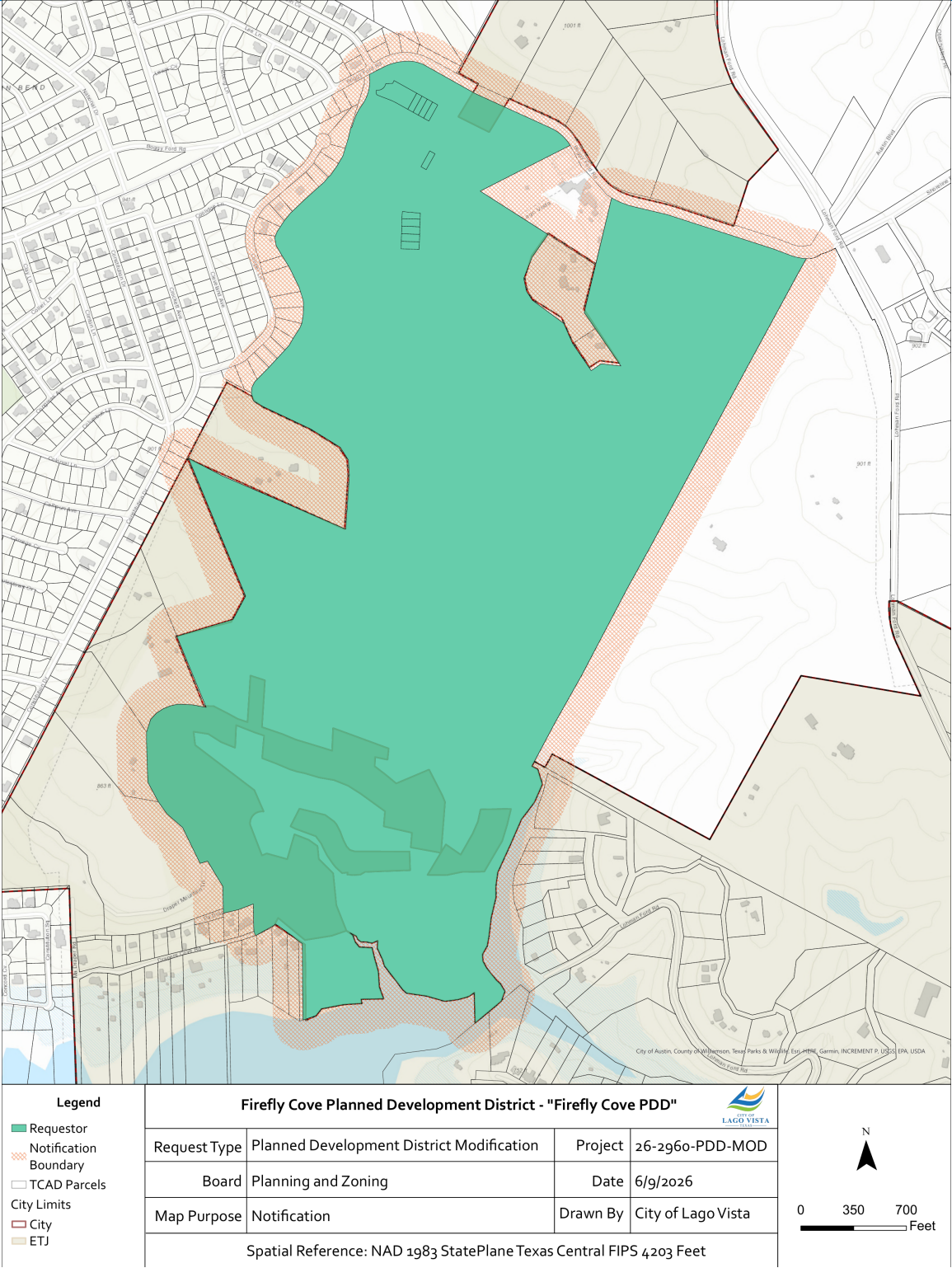
Denial

I move to recommend denial of Case No. 26-2960-PDD-MOD based on the following findings: [state findings].

Attachments / Exhibits

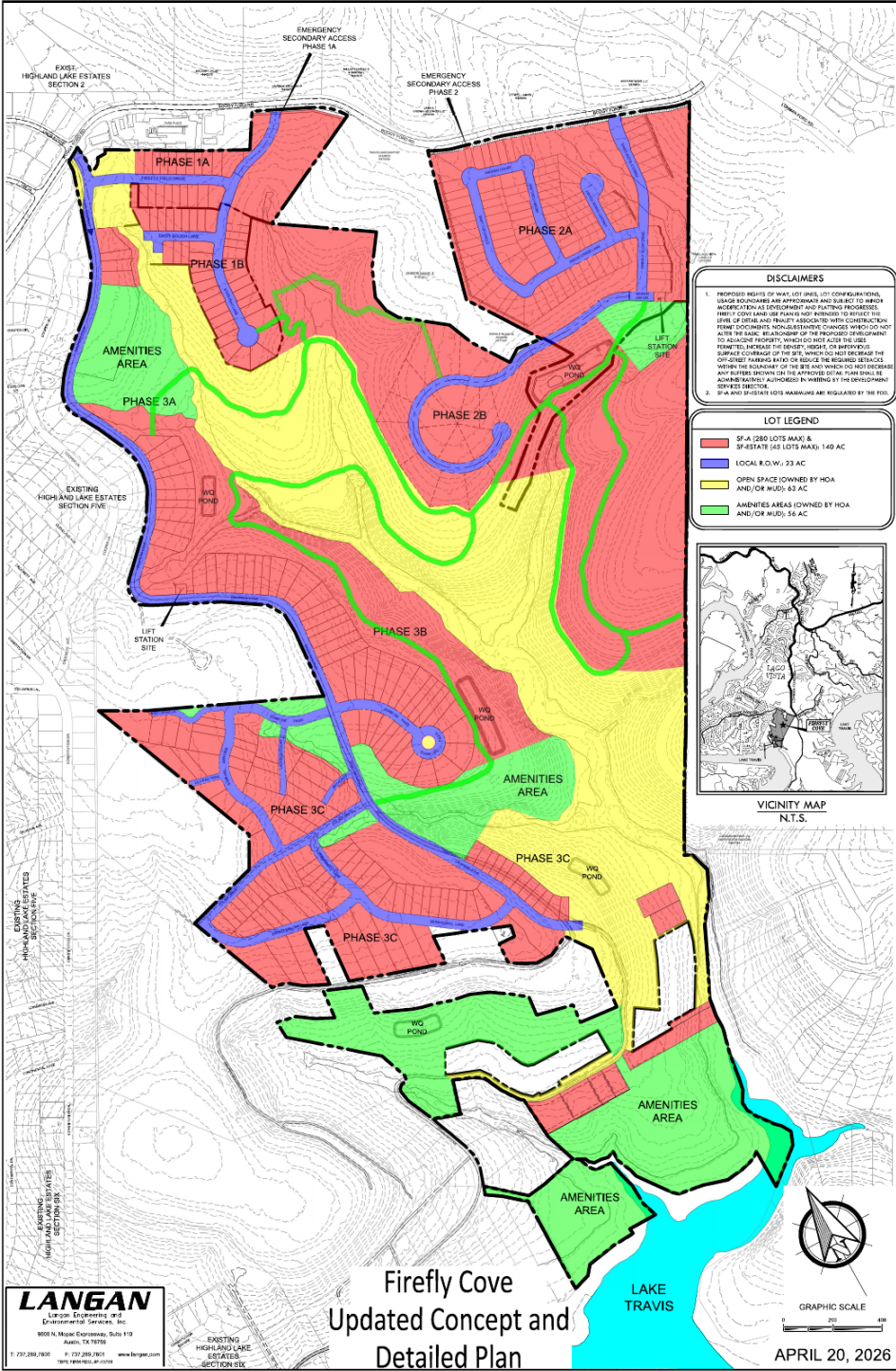
Exhibit	Description
Exhibit 1	Location / Notification Map
Exhibit 2	Updated Concept Plan and Detailed Plan
Exhibit 3	Original Exhibit C / 2021 Land Use Plan
Exhibit 4	CLVFireflyPDDModREV-g-061126
Exhibit 5	Ordinance 21-09-02-01
Exhibit 6	Firefly Cove MUD Consent Letter & Package - Final

Exhibit 1 - Notification Map



Notification map showing requestor area, notification boundary, TCAD parcels, City limits, and ETJ limits.

Exhibit 2 - Updated Concept Plan and Detailed Plan



Applicant-submitted Updated Concept Plan and Detailed Plan dated April 20, 2026.

Exhibit 3 - Original Exhibit C / 2021 Land Use Plan

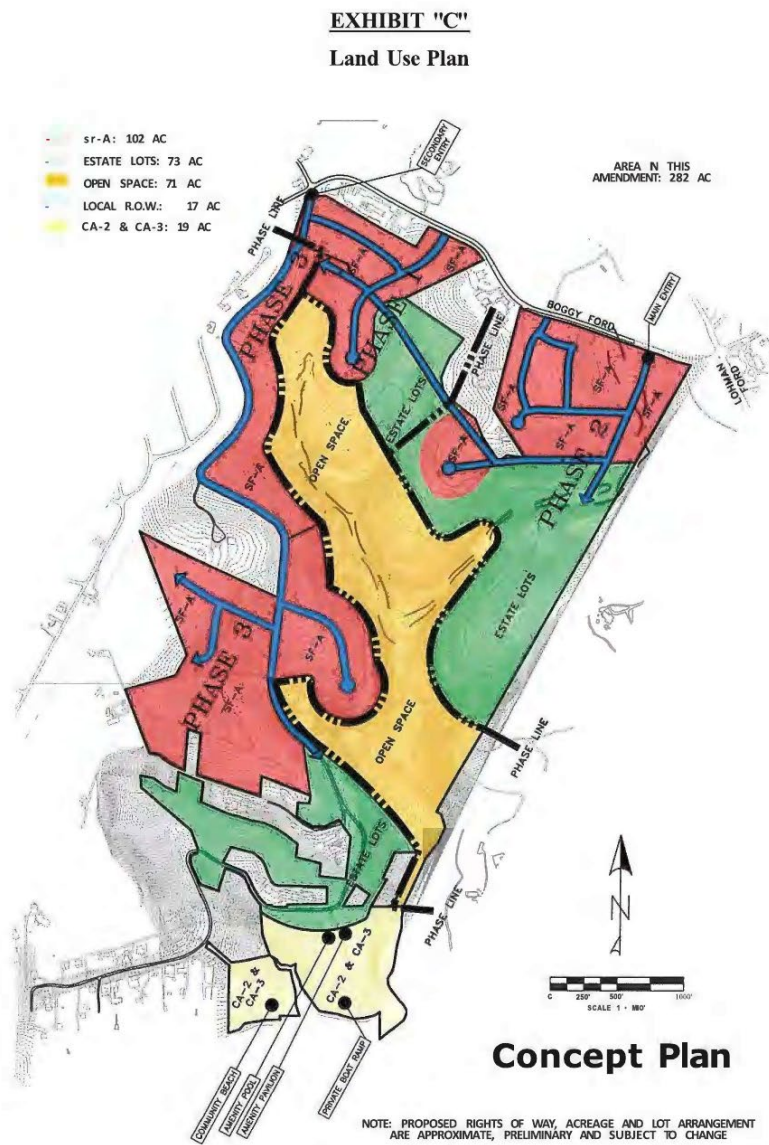


Exhibit "C" (1)

Original Exhibit C / Land Use Plan from Ordinance No. 21-09-02-01, included for comparison.

Notice Public Hearing

The City of Lago Vista Planning and Zoning Commission will hold a Public Hearing on July 9, 2026 at 4:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input in consideration of the following:

26-2960-PDD-MOD: Consideration and recommendation of a PDD Modification to the detailed and concept plan included in Ordinance No. 21-09-02-01, Firefly Cove Planned Development District ("Firefly Cove PDD"). Approximately, 211 acres located in ABS 2587 Survey 141 Cook W A & various others. Copies of the proposed amendment are available for public review at City Hall.

All interested persons are invited to attend.

Hill Country Newspaper Posting Clip

ORDINANCE NO. 21-09-02-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE OFFICIAL ZONING MAP REGARDING THE CURRENT “PLANNED DEVELOPMENT DISTRICT” (PDD) KNOWN AS “FIREFLY COVE” AND PREVIOUSLY DESCRIBED AS “TUSIKANNI COVE” IN ORDINANCE NUMBER 07-10-04-04, TO APPROVE AN AMENDED CONCEPT PLAN FOR THE ENTIRE DEVELOPMENT CONSISTING OF APPROXIMATELY 281.45 ACRES AND TO APPROVE A DETAIL PLAN FOR EVERYTHING EXCEPT THE AREA DESIGNATED AS THE LOCATION OF APPROXIMATELY 45 ESTATE LOTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Firefly Cove, LLC, the owner of approximately 281.45 acres of land, as more particularly described in the attached Exhibit “A” (described hereinafter as the “Property”), have requested that the Property be zoned as a PDD to be known as the “Firefly Cove Planned Development District,” and

WHEREAS, the Property currently resides within the corporate limits of the City of Lago Vista;

WHEREAS, the conceptual and detail plans for the Property is set forth in this “Firefly Cove Planned Development District” Zoning Ordinance (the “Ordinance”) and in Exhibit “C” attached hereto (the “Land Use Plan”), which identifies and designates various land uses for the Property as further described below;

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200-feet of the area being rezoned, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed rezoning of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on August 12, 2021 and the City Council at its public hearing held on September 2, 2021, have both reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan which shall not be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future

citizens, protect property values and provide for the growth of the City's tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 6.105, Section 10 and Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The Zoning Code and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Code is hereby amended by zoning the Property being the approximately 281.45-acre tract of land described in **Exhibit "A"** attached to this Ordinance, as a PDD zoning district. The Property is hereby zoned as the "Firefly Cove Point Planned Development District" with the uses of individual land areas as set forth in this Ordinance.

Section 4. Amendment of Applicable Zoning Ordinances. The zoning requirements established in this Ordinance shall apply to the Property. The comprehensive zoning requirements of the Zoning Code and all other applicable ordinances, as they may be amended by this Ordinance, shall apply to the Property. Should any conflict appear between the requirements of the zoning and development ordinances of the City of Lago Vista as compared with the requirements for the Property set forth in this Ordinance, the requirements set forth in this Ordinance shall control.

Section 5. Phasing within the PDD. The Property shall be developed in three phases in accordance with the Land Use Plans in **Exhibit "C"** attached hereto and incorporated herein for all purposes. The phases were created largely based on their location within the development relative to project infrastructure requirements and the topography of the Property. However, at

the discretion of the owner, the Property may be developed in fewer phases, or any of the phases depicted within the Land Use Plans may be further divided into smaller segments within any phase, provided the infrastructure required for each phase or segment of a phase is sufficient for the lots being developed. Connectivity requirements to the limits of the Property for any specific phase and all proposed future phases shall be determined and approved in accordance with the required subdivision construction plans.

Section 6. Zoning Requirements. The following use and development requirements established herein shall apply to the Property:

1. Zoning. The use and development of the Property shall comply with the zoning requirements and development standards of the City of Lago Vista, except as specifically described below.
 - A. Use and development of the Property designated as “SF-A” within the Land Use Plans in **Exhibit “C”** shall consist of a maximum of 280 single-family residential lots and comply with the zoning requirements and development standards for “R-1D Single-Family Residential” zoning district, except as hereinafter modified.
 - i. The minimum width of any “SF-A” single-family residential lot shall be forty feet, except those that front on cul-de-sacs. The minimum width of any “SF-A” single-family residential lot fronting on a cul-de-sac shall be 33 feet at the property line and 40 feet at the front building line (setback).
 - ii. The impervious surfaces on any individual “SF-A” single-family residential lot shall not exceed 65 percent, while the total cumulative impervious surfaces for all “SF-A” single-family residential lots shall not exceed 38 percent.
 - iii. The minimum living area for any “SF-A” single-family residence shall be 1,100 square feet, but no more than twenty-five percent of the maximum 280 units shall include less than 1,500 square feet of living area.
 - iv. The minimum setbacks for any “SF-A” single-family residential lot shall be as follows:
 - a. The minimum front or corner lot side yard setback for residences that include a garage facing a right-of-way is 20 feet.
 - b. The minimum front or corner lot side yard setback for residences that do not include a garage facing a right-of-way is 15 feet.
 - c. Covered porches (columns and overhangs) are allowed to encroach up to 5 feet into a front yard setback.
 - d. The minimum rear yard setback is 15 feet.

- e. Covered porches or patios (columns and overhangs) are allowed to encroach up to 8 feet into a rear yard setback.
 - f. The minimum side yard setback is 5 feet (10 feet cumulative).
 - g. A maximum encroachment of 6 inches shall be allowed in all setbacks to accommodate exterior wall finish changes (i.e. siding to masonry).
 - h. Below grade foundation elements (such as spread footings or counter forts) may encroach into required setbacks, but not dedicated easements.
 - i. Notwithstanding the provisions above, no building line shall allow an encroachment that obstructs a minimum 15 foot vision triangle adjacent to any garage or driveway.
- B. Use and development of the Property designated as “SF-Estate” within the Land Use Plans in **Exhibit “C”** shall consist of a maximum of 45 single-family residential lots and comply with the zoning requirements and development standards for “R-1G Single-Family Residential” zoning district, except as hereinafter modified.
- i. The minimum width of any “SF-Estate” single-family residential lot shall be eighty feet, except those that front on cul-de-sacs. The minimum width of any “SF-Estate” single-family residential lot fronting on a cul-de-sac shall be 30 feet at the property line and 45 feet at the front building line (setback).
 - ii. The minimum area of any “SF-Estate” lot shall be 11,000 square feet.
 - iii. The impervious surfaces on any individual “SF-Estate” single-family residential lot shall not exceed 60 percent.
 - iv. The minimum living area for any “SF-Estate” single-family residence shall be 1,800 square feet.
 - v. The minimum setbacks for any “SF-A” single-family residential lot shall be as follows:
 - a. The minimum front or corner lot side yard setback for residences that include a garage facing a right-of-way is 25 feet.
 - b. The minimum front or corner lot side yard setback for residences that do not include a garage facing a right-of-way is 15 feet.

- c. Covered porches (columns and overhangs) are allowed to encroach up to 15 feet into a front yard setback, but shall maintain a minimum front yard setback of 10 feet.
 - d. The minimum rear yard setback is 15 feet.
 - e. Covered porches or patios (columns and overhangs) are allowed to encroach up to 8 feet into a rear yard setback.
 - f. The minimum side yard setback is 5 feet (10 feet cumulative).
 - g. A maximum encroachment of 6 inches shall be allowed in all setbacks to accommodate exterior wall finish changes (i.e. siding to masonry).
 - h. Below grade foundation elements (such as spread footings or counter forts) may encroach into required setbacks, but not dedicated easements.
 - i. Notwithstanding the provisions above, no building line shall allow an encroachment that obstructs a minimum 15 foot vision triangle adjacent to any garage or driveway.
- C. Use and development of the Property designated as “Open Space” within the Land Use Plans in Exhibit “C” shall consist of land reserved for the benefit and use of the residents of the development and that meets the parkland requirements of the Lago Vista subdivision regulations, a portion of which shall be publicly dedicated to meet that obligation. This area shall comply with the zoning requirements and development standards for “P-2 Park and Greenbelt District (Passive)” zoning district, except that it may include, but not be limited to the following types of uses and similar structures: restroom facilities, sports courts, public utility easements, public utilities, mountain bike trails, nature trails, detention facilities and water quality facilities.
- D. Use and development of the Property designated as the “Amenities Area” within the Land Use Plans in Exhibit “C” (the areas formerly designated as CA-2 and CA-3 in Ordinance Number 07-10-04-04) shall consist of land reserved for the benefit and use of the residents of the development, except in accordance with a private agreement between the owner and others. This area shall comply with the zoning requirements and development standards for “P-1B Developed Park District (Active)” zoning district, except that it shall be limited to the following types of uses and similar structures: playground structures, a community beach, a community boat ramp, a community swimming pool, bathrooms and/or locker rooms, covered pavilions, sports courts, public utility easements, public utilities, mountain bike trails, nature trails, detention facilities and water quality facilities.

2. Other Development Standards and Provisions.

A. Streets / Traffic Improvements / Subdivision Design.

- i. The owner shall be responsible from the improvements identified as their responsibility in the approved final version of the Traffic Impact Analysis (TIA) issued by Alliance Transportation Group, and initially dated February 2021.
- ii. Except as required to improve the intersection at Boggy Ford Road to AASHTO and local ordinance prescribed design standards, Drapers Cove Road shall substantially follow the existing alignment remain classified as a local street. Even after the improvements to comply with local design standards, some portions of Drapers Cove Road may remain a private street at the discretion of the owner and designated on the approved subdivision plats. Lots in Phase 3 of the development shall be permitted to have single-family driveway access directly onto Drapers Cove Road in accordance with local design requirements.
- iii. Driveway Connections at Boggy Ford Road. Connections to Boggy Ford Road shall be publicly dedicated streets to the intersection of the first local street or a minimum of 150 linear feet with code-compliant emergency vehicle provisions, whichever is less and meet the design criteria for a “collector.” The locations shall be limited as depicted within the Land Use Plans in **Exhibit “C”** and as follows:
 - a. the main entry drive, shall be located near the northeast corner of the property and as described in the approved traffic impact analysis (TIA);
 - b. the secondary entry drive shall be located at the intersection of Drapers Cove Road, as realigned to comply with local design standards;
 - c. the remaining two driveways connecting to Boggy Ford Road between these two that are located near the east and west extremes of the Property shall be designated for emergency use only. The portion within the existing Boggy Ford Road right-of-way shall be constructed to local standards, but the portion between the Boggy Ford Road right-of-way and the first intersecting local street may be constructed using any approved all-weather forms of construction including those that do not consist of asphalt or concrete surfaces. At the discretion of the owners, an emergency access gate in accordance with emergency services requirements may be installed at these locations.
- iv. Traffic Calming. The owner will design and construct streets to calm traffic and reduce vehicle speeds in a manner that is compatible with the natural features and topography of the Property and conserves unique environmental assets such as protected trees and desirable open space. Permissible design and construction elements or parameters shall include:

- a. except as provided for elsewhere herein, streets that are completely within the interior of the developments shall be classified as “local streets” and may be designed on the basis of a speed as low as 20 miles-per-hour;
 - b. “local streets” completely within the interior of the development may include a sustained grade of up to a maximum of twelve percent; and
 - c. “local street” intersections completely within the interior of the of development may be designed as “stop-controlled intersections” with intersection curb returns not to exceed a starting slope of eight percent.
- v. Subdivision Design Criteria.
 - a. The maximum permitted length of a cul-de-sac shall be 750 feet when complaint when all applicable requirements of the locally adopted version of the International Fire Code.
 - b. Block lengths may be interrupted open space to provide access to trails and other similar uses permitted in that designated area of the development.
- B. Sidewalks. Sidewalks are not required anywhere on the property, except as otherwise required by the Americans with Disabilities Act. Other sidewalks shall be provided throughout the Property at the discretion of the owner.
- C. Impervious Cover. The impervious area shall comply with requirements of the Highland Lakes Watershed Ordinance and shall not exceed thirty-eight (38) percent of the gross area of the Property.
- D. Parkland Dedication. Parkland dedication will occur intermittently throughout the life of the project in accordance with the requirements of the subdivision regulations. Dedicated parklands may include land used to meet the mitigation requirements of the Endangered Species Act, specifically included the habitat of the golden-cheeked warbler.
- E. Exterior Lighting. Street lights shall not be required and the owner may instead provide alternate types of exterior and outdoor lighting consistent with minimum best safety practices and compliant with Article 3.800, the Lago Vista “dark sky” ordinance.
- F. Maximum Building Heights. The height of any building or residence within the Property shall be limited to a maximum of 35 feet measured from the highest existing nature grade on the property to the peak or ridge line of the roof, exclusive of chimneys or other similar appurtenances.
- G. Exterior Finishes. In accordance with Texas HB 2439 of 2019, there are no minimum requirements related to exterior finishes except as otherwise required by the current Building Codes adopted by the City of Lago Vista.

- H. Signage. All signage shall be in accordance with the applicable requirements (including lighting) of the City of Lago Vista, except as follows:
- i. The owner will be permitted to have three monument subdivision signs at the following locations:
 - a. at the entry designated as Driveway 1 within the Land Use Plans (**Exhibit “C”**);
 - b. at the modified intersection of Drapers Cove Road and Boggy Ford Road; and
 - c. at the northeast corner of the property along the Boggy Ford Road right-of-way.
 - ii. The owner will be permitted up to ten additional freestanding wayfinding signs within the subdivision to facilitate individuals seeking the location of the community sales offices and amenities.
3. The appropriate departments of the City, the Planning & Zoning Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 6.105, Section 10.20, and Section 13.20 of the Zoning Ordinance as well as the Comprehensive Master Plan of the City of Lago Vista. The City Council finds that this Ordinance serves as both a concept plan and a detail plan approval, except as it relates to the development of the SF-Estate lots (See **Exhibit “B”**) and that no additional detail plans are required by the Section 10.20(e) of the Zoning Ordinance for the remaining portions of the Property.
4. Land Use Plan. The depiction of the “Firefly Cove Planned Development District” in **Exhibit “C”** is not intended to reflect the level of detail and finality associated with construction permit documents. Non-substantive changes which do not alter the basic relationship of the proposed development to adjacent property, which do not alter the uses permitted, increase the density, height, or impervious surface coverage of the site, which do not decrease the off-street parking ratio or reduce the required setbacks within the boundary of the site and which do not decrease any buffers shown on the approved detail plan shall be administratively authorized in writing by the Development Services Director. Conversely, substantive changes in the detail plan shall be considered in accordance with the requirements of Section 10 of the Zoning Ordinance.

Section 7. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the “Nature’s Point Planned Development District” as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Plan or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

Section 8. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 9. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 10. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 11. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 12. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 13. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 2nd day of September 2021.


Ed Tidwell, Mayor



ATTEST:



Sandra Barton, City Secretary

On a motion by Councilman Sullivan, seconded by Councilman Williams, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

METES AND BOUNDS DESCRIPTION OF 286.85 ACRES, MORE OR LESS, SAVE AND EXCEPT 2.504 ACRES AND 2.899 ACRES, LEAVING 281.45 ACRES, MORE OR LESS,

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 286.85 ACRES OF LAND, MORE OR LESS, A PORTION OF THE FOLLOWING SURVEYS: D. & W. R.R. CO. SURVEY NO. 99, ABSTRACT NO. 246; RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754; C.E.P.I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191; MALINDA SETTLE SURVEY NO. 49, ABSTRACT NO. 2126; W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587; LEWIS LINDSAY SURVEY NO. 265, ABSTRACT NO. 2171; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, IN TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 289.40 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TRAVIS MEADOW, LP IN DOCUMENT NO. 2006125525, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.413 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 2714, PAGE 315, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.44 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 3223, PAGE 513, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 22.97 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED TO GEORGE LARRY VINSON AND WIFE, JEAN VINSON IN VOLUME 6021, PAGE 178, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 16.08 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID LEWIS LINDSAY SURVEY NO. 265, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 6561, PAGE 242, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 785 SQUARE FOOT TRACT OF LAND OR 0.018 OF ONE ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 10321, PAGE 422, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 12.611 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SAID MALINDA SETTLE SURVEY NO. 49, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 11949, PAGE 88, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 2.393 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12092, PAGE 1825, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 23.276 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO G. L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12627, PAGE 676, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.337 OF ONE

ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 12667, PAGE 479, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 2.036 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 12717, PAGE 693, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AS PREPARED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin with plastic cap set in rock in the south line of Boggy Ford Road for the northeast corner of that 2.393 acre tract of land, a portion of the W. A. Cook Survey No. 100, Abstract No. 2605 and a portion of the D. & W. R.R. Co. Survey No. 99, Abstract No. 246, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 12092, Page 1825, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and northeast corner of the herein described tract;

(1) THENCE with the east line of the said Vinson 2.393 acre tract, S 29°17'38" W 115.71 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 2.393 acre tract and the northeast corner of that 22.97 acre tract of land, a portion of the said W. A. Cook Survey No. 100 and a portion of the said D. & W. RR. Co. Survey No. 99, as described in a Warranty Deed to George Larry Vinson and wife, Jean Vinson in Volume 6021, Page 178, Deed Records of Travis County, Texas, said 1/2" steel pin found being also an angle point in the west line of that 169.54 acre tract, a portion of the said D. & W. R.R. Co. Survey No. 99 and a portion of the Richard Craig Survey No. 1867, Abstract No. 2754, in Travis County, Texas, as described in Special Warranty Deed to Luna Groseclose, Ltd. in Volume 13237, Page 1233, Real Property Records of Travis County, Texas, said 1/2" steel pin found being also a corner of that approximately 100 acres of land, a portion of the said D. & W. R.R. Co. Survey No. 99, and others in Travis County, Texas, as conveyed in a Special Warranty Deed to Linda L. Groseclose, Trustee of the Linda Groseclose 1998 Intervives Trust in Document No. 2002229115, Official Public Records of Travis County, Texas;

(2) THENCE with the east line of the said Vinson 22.97 acre tract and along or near the west line of the said Luna Groseclose, Ltd. 169.54 acre tract, S 28°30'09" W 715.19 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 22.97 acre tract and the northeast corner of that 23.276 acre tract of land, a portion of the said D. & W. RR Co. Survey No. 99, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to G. L. Vinson in Volume I2627, Page 676, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Vinson 23.276 acre tract and being along or near the west line of the said Luna-Groseclose, Ltd. 169.54 acre tract, courses numbered 3 through 6 inclusive as follows:

(3) S 28°20'51" W 1360.82 feet to a 5/8" steel pin found;
(4) S 29°00'46" W 290.69 feet to a 1/2" steel pin found;
(5) S 27°42'20" W 622.13 feet to a cedar hub and rock mound found (cedar hub replaced with a 1/2" steel pin with plastic cap) at the southeast corner of the said Vinson 23.276 acre tract and in an east line of that 278.36 acre tract of land, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 100, and others, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page I469, Deed Records of Travis County, Texas;

THENCE with the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the west line of the said Luna Groseclose Ltd. 169.54 acre tract, courses numbered 6 through 8 inclusive as follows:

(6) S 27°42'20" W 36.85 feet to a 1/2" steel pin with plastic cap set in rock;
 (7) S 29°28'32" W 349.04 feet to a 60d nail found in rock;
 (8) S 27°59'05" W 335.17 feet to a 3/4" iron pipe found in or near the south line of the said Richard Craig Survey No. 1867 and in or near the north line of the C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, at an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being at or near the southwest corner of the said Luna Groseclose, Ltd. 169.54 acre tract, for an interior corner of the herein described tract;

(9) THENCE along or near the south line of the said Richard Craig Survey No. 1867 and along or near the north line of the said C. E. P. I. & M Co. Survey No. 173, and being also with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the south line of the said Luna Groseclose Ltd. 169.54 acre tract, S 62°03'05"E 43.51 feet to a calculated point in the center of Cox Hollow, for a northeast corner of the herein described tract;

THENCE with the centerline of Cox Hollow, said centerline being the thread of the stream when dry, and being along or near the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and along the west line of that 68.20 acre tract of land, a portion of the said C. E. P. I. & M. Co. Survey No. 173, as described in a deed to Old Farm Development Corporation in Volume 3779, Page 2098, Deed Records of Travis County, Texas, courses numbered 10 through 27 inclusive as follows:

(10) S 17°08'50" E 103.86 feet to a calculated point;
 (11) S 23°47'44" W 130.00 feet to a 100d nail set;
 (12) S 37°06'25" W 143.81 feet to a 100d nail set;
 (13) S 23°35'56" W 177.70 feet to a 100d nail set;
 (14) S 24°31'28" W 206.37 feet to a calculated point, now submerged by the waters of Lake Travis;
 (15) S 7°46'47" W 92.45 feet to a calculated point, now submerged by the waters of Lake Travis;
 (16) S 0°54'56" E 72.78 feet to a calculated point, now submerged by the waters of Lake Travis;
 (17) S 13°18'04" W 138.43 feet to a calculated point, now submerged by the waters of Lake Travis;
 (18) S 6°48'27" W 128.00 feet to a calculated point, now submerged by the waters of Lake Travis;
 (19) S 10°17'54" W 62.36 feet to a calculated point, now submerged by the waters of Lake Travis;
 (20) S 29°06'52" W 65.69 feet to a calculated point, now submerged by the waters of Lake Travis;
 (21) S 4°52'46" E 45.22 feet to a calculated point, now submerged by the waters of Lake Travis;
 (22) S 28°47'39" E 51.37 feet to a calculated point, now submerged by the waters of Lake Travis;
 (23) S 38°38'14" E 99.83 feet to a calculated point, now submerged by the waters of Lake Travis;
 (24) S 46°39'26" E 38.86 feet to a calculated point, now submerged by the waters of Lake Travis;
 (25) S 31°33'27" E 56.88 feet to a calculated point, now submerged by the waters of Lake Travis;
 (26) S 19°46'23" W 70.23 feet to a calculated point, now submerged by the waters of Lake Travis;
 (27) S 50°06'51" W 226.38 feet to a calculated point, now submerged by the waters of Lake Travis, in the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the Malinda Settle Survey No. 49, Abstract No. 2126, said calculated point being a southwest corner of the said Vinson

278.36 acre tract of land, save and except 19.27 acres of land and in the east line of that 100 acre tract of land, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, designated as First Tract and described in a deed to the Lower Colorado River Authority in Volume 630, Page 91, Deed Records of Travis County, Texas, for a south corner of the herein described tract;

(28) THENCE with the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the said Malinda Settle Survey No. 49, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Lower Colorado River Authority First Tract of 100 acres, N 1°23'48" W 202.69 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for the southeast corner of that 12.611 acre tract, more or less, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the south line of the said Vinson 12.611 acre tract, more or less, said line being the 670 mean sea level contour line, courses numbered 29 through 45 inclusive as follows:

(29) S 53°56'05" W 39.99 feet to a 1/2" steel pin with plastic cap set;
(30) S 70°14'23" W 26.18 feet to a 1/2" steel pin with plastic cap set;
(31) S 74°58'16" W 55.31 feet to a 1/2" steel pin with plastic cap set;
(32) S 82°39'15" W 86.13 feet to a 1/2" steel pin with plastic cap set;
(33) N 74°05'46" W 127.57 feet to a 1/2" steel pin with plastic cap set;
(34) N 81°46'22" W 131.95 feet to a 1/2" steel pin with plastic cap set;
(35) N 49°10'30" W 32.48 feet to a 1/2" steel pin with plastic cap set;
(36) N 37°33'32" W 201.96 feet to a 1/2" steel pin with plastic cap set;
(37) N 16°31'49" W 41.94 feet to a 1/2" steel pin with plastic cap set;
(38) N 24°31'07" W 82.63 feet to a 1/2" steel pin with plastic cap set;
(39) N 1°48'54" E 50.84 feet to a 1/2" steel pin with plastic cap set;
(40) S 66°09'31" W 39.52 feet to a 1/2" steel pin with plastic cap set;
(41) N 77°35'09" W 36.64 feet to a 1/2" steel pin with plastic cap set;
(42) N 88°48'29" W 39.29 feet to a 1/2" steel pin with plastic cap set;
(43) N 51°26'09" W 26.84 feet to a 1/2" steel pin with plastic cap set;
(44) N 24°38'44" W 23.04 feet to a 1/2" steel pin with plastic cap set;
(45) N 62°20'22" W 48.41 feet to a 1/2" steel pin with plastic cap set in the centerline of Drapers Cove, said centerline being the thread of the stream when dry, for the southwest corner of the said Vinson 12.611 acre tract, more or less, and in an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

THENCE with the centerline of Drapers Cove and with an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 46 through 53 inclusive as follows:

(46) S 48°19'25" E 25.38 feet to a calculated point;
(47) S 20°39'30" E 51.32 feet to a calculated point;
(48) S 40°07'29" E 40.37 feet to a calculated point;
(49) S 86°55'38" E 84.58 feet to a calculated point, now submerged by the waters of Lake Travis;
(50) S 12°50'07" E 64.32 feet to a calculated point, now submerged by the waters of Lake Travis;
(51) S 16°08'21" E 95.68 feet to a calculated point, now submerged by the waters of Lake Travis;
(52) S 3°50'31" E 104.89 feet to a calculated point, now submerged by the waters of Lake

Travis;

(53) S 19°56'11" E 83.45 feet to a calculated point, now submerged by the waters of Lake Travis, for a southeast corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(54) THENCE with a south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 88°47'25" W at 80.44 feet passing a 1/2" steel pin with plastic cap set, in all 149.40 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for an interior corner of the herein described tract;

THENCE with an east and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said line being the 670 mean sea level contour line, courses numbered 55 through 59 inclusive as follows:

(55) S 10°10'52"E 28.02 feet to a 1/2" steel pin with plastic cap set;
(56) S 86°28'21" W 116.94 feet to a 1/2" steel pin with plastic cap set;
(57) S 79°18'44" W 153.36 feet to a 1/2" steel pin with plastic cap set;
(58) S 38°14'07" W 57.81 feet to a 1/2" steel pin with plastic cap set;
(59) S 71°13'56" W 90.90 feet to a calculated point at the intersection of the southerly extension of the east line of that 0.29 of one acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Robert L. Bullock and Debra M. Bullock in Document No. 2002181885, Official Public Records of Travis County, Texas, for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a southwest corner of the herein described tract;

THENCE with the southerly extension of the east line of the said Bullock 0.29 of one acre tract and with the east line of the said Bullock 0.29 of one acre tract, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 60 through 61 inclusive as follows:

(60) N 0°47'42" W at 13.99 feet passing a 1/2" iron pipe found, in all 244.09 feet to a 5/8" steel pin found;

(61) N 0°19'50" W 261.39 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Bullock 0.29 of one acre tract, for an interior corner of the herein described tract;

THENCE with the northeast line of the said Bullock 0.29 of one acre tract and the northeast line of that 0.974 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed to Dianne E. Greig in Document No. 2002095894, Official Public Records of Travis County, Texas, and being also with a northeast line of that 0.86 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed With Vendor's Lien to Gary L. Lipscomb in Volume 12492, Page 886, Real Property Records of Travis County, Texas, and with a southwest line of the Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 62 through 64 inclusive as follows:

(62) N 55°27'12" W 30.61 feet to a 1/2" steel pin with plastic cap found (B:MI) at the north or northwest corner of the said Bullock 0.29 of one acre tract and the northeast corner of the said Greig 0.974 of one acre tract;

(63) N 49°59'45" W 100.40 feet to a PK nail set in concrete in a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for the north or northwest corner of the said Greig 0.974 of one acre tract and the northeast corner of the said Lipscomb 0.86 of one acre tract;

(64) N 57°05'48" W 90.63 feet to a 3/4" iron pipe found in a southeast line of a private street,

locally known as Drapers Cove at the north corner of the said Lipscomb 0.86 of one acre tract and an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a west corner of the herein described tract;

(65) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, with an east line of Drapers Cove, N 19°06'38"E 43.84 feet to a PK nail set in concrete for the west corner of that 1.43 acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Robert L. Bullock et ux, Debra M. Bullock in Volume 12698, Page 3161, Real Property Records of Travis County, Texas, for a north corner of the herein described tract;

THENCE with the southwest and south line of the said Bullock 1.43 acre tract, courses numbered 66 through 68 inclusive as follows:

(66) S 50°13'56" E 234.77 feet to a 3/4" steel pin found;
(67) N 81°39'34" E 100.80 feet to a 1/2" iron pipe found;
(68) N 76°19'43" E 190.91 feet to a 1/2" steel pin found in or near the centerline of Draper Cove at the southeast corner of the said Bullock 1.43 acre tract, for an interior corner of the herein described tract;

(69) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 20°16'36"W 168.19 feet to a 1/2" steel pin found at the south corner of that 0.403 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141 and a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Andrea Claire Williams Scott, et al in Volume 8644, Page 666, Deed Records of Travis County, Texas;

(70) THENCE with the east line of the said Scott et al 0.403 of one acre tract, N 5°39'06" W at 70.92 passing the intersection of the east line of the said Scott, et al 0.403 of one acre tract with the west line of the said Vinson 12.611 acre tract, at 77.09 passing a 3/4" iron pipe found 0.13 of one foot west of line, in all 163.86 feet to a 3/4" iron pipe in concrete found in the north line of the said Vinson 12.611 acre tract, said 3/4" iron pipe found in concrete being in or near the south line of the said W. A. Cook Survey No. 141 and in or near the north line of the said Malinda Settle Survey No. 49;

(71) THENCE with the east line of the said Scott, et al 0.403 of one acre tract and the northerly extension of the east line of the said Scott, et al 0.403 of one acre tract, N 5°38'12" W at 48.35 feet passing a 1/2" steel pin found at the northeast corner of the said Scott, et al 0.403 of one acre tract, in all 58.40 feet to 1/2" steel pin with plastic cap set for at the intersection of a line thirty (30) feet southwest of the occupied northeast line of Drapers Cove;

THENCE with said line thirty (30) feet west and southwest of the occupied east line of Drapers Cove, courses numbered 72 through 77 inclusive as follows:

(72) N 47°40'45" W 21.11 feet to a 1/2" steel pin with plastic cap set;
(73) N 37°59'27" W 35.85 feet to a 1/2" steel pin with plastic cap set;
(74) N 34°34'18" W 65.60 feet to a 1/2" steel pin with plastic cap set;
(75) N 27°02'45" W 64.76 feet to a 1/2" steel pin with plastic cap set;
(76) N 23°52'32" W 22.26 feet to a 1/2" steel pin with plastic cap set;
(77) N 36°08'40" W 13.08 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.384 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 10591, Page 503, Real Property Records of Travis County, Texas;

(78) THENCE with the east line of the said Vinson 0.384 of one acre tract, N 7°08'31" W 6.39 to a 1/2" steel pin found in a southwest line of Drapers Cove at the northeast corner of the said Vinson 0.384 of one acre tract, for an interior corner of the herein described tract;

(79) THENCE with the south line of Drapers Cove and the north line of the said Vinson 0.384 of one acre tract, N 57°38'24" W 61.01 feet to a 1/2" steel pin with plastic cap set for the northwest corner of the said Vinson 0.384 of one acre tract and the northeast corner of that 0.366 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to James Burnett and wife, Margie Burnett in Volume 4185, Page 157, Deed Records of Travis County, Texas, said tract now shown by the Travis Central Appraisal District to be in the name of Travis Duncan and Nikki Perrotta by virtue of a Contract of Sale;

(80) THENCE with the south line of Drapers Cove and the north line of the said Burnett 0.366 of one acre tract, N 69°34'19" W 102.62 feet to a 5/8" steel pin found at the northwest corner of the said Burnett 0.366 of one acre tract, for an interior corner of the herein described tract;

(81) THENCE with the west line of the said Burnett 0.366 of one acre tract, S 16°07'25" W 171.81 feet to a 5/8" steel pin found leaning west at the southwest corner of the said Burnett 0.366 of one acre tract and at a corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(82) THENCE with a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 37°05'29"E 5.09 feet to a 1/2" steel pin with plastic cap set for the northeast corner of that 0.583 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Michael David O'Cooley in Volume 13367, Page 1876, Real Property Records of Travis County, Texas, for a southeast corner of the herein described tract;

(83) THENCE with the north line of the said O'Cooley 0.583 of one acre tract, N 72°46'09" W 145.42 feet to a 1/2" steel pin found in an east line of Drapers Cove at the northwest corner of the said O'Cooley 0.583 of one acre tract, for a southwest corner of the herein described tract;

THENCE with an east and south line of Drapers Cove, courses numbered 84 through 87 inclusive as follows:

(84) N 25°44'52" W 154.57 feet to a 1/2" steel pin found;

(85) N 10°42'26" W 52.06 feet to a calculated point at a non-tangent point of curve;

(86) with a curve to the right an arc distance of 26.06 feet, said curve having a radius of 30.41 feet, a central angle of 49°06'20", and a chord of which bears N 12°51'30" E 25.27 feet to a calculated point at a non-tangent point of compound curve;

(87) with a curve to the right an arc distance of 48.12 feet, said curve having a radius of 42.26 feet, a central angle of 65°14'01", and a chord of which bears N 70°00'00" E 45.56 feet to a calculated point, for an interior corner of the herein described tract;

(88) THENCE crossing Drapers Cove N 12°37'00"E 30.00 feet to 1/2" steel pin found in the curving north line of Drapers Cove at the most northerly southeast corner of that 7.63 acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed with Vendor's Lien to Herbert J. Wasson and Emilie V. Harris in Document No. 1999081472, Official Public Records of Travis County, Texas;

THENCE with the east, northeast and east line of the said Wasson and Harris 7.63 acre tract, courses numbered 89 through 93 inclusive as follows:

(89) N 21°37'12"W 153.07 feet to a 1/2" steel pin found;

(90) N 50°48'26"W 110.62 feet to a 1/2" steel pin found;
(91) N 50°47'24"W 183.14 feet to a 1/2" steel pin found;
(92) N 50°52'55" W 200.07 feet to a 1/2" steel pin with plastic cap found (RPLS1847);
(93) N 4°53'49" W 90.39 feet to a cotton gin spindle found at the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the south line of the said Melcher Second Tract of 0.34 of one acre and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Betty A Melcher in Volume 11067, Page 480, Real Property Records of Travis County, Texas, courses numbered 94 through 96 inclusive as follows:

(94) S 79°18'15" E 99.97 feet to a 1/2" steel pin found at the southeast corner of the said Melcher Second Tract of 0.34 of one acre and the southwest corner of the said Melcher First Tract of 0.34 of one acre;

(95) S 55°24'46"E 100.05 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Melcher First Tract of 0.34 of one acre and the southwest corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas;

(96) S 64°50'42" E 99.98 feet to a 1/2" steel pin found in concrete at the southeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(97) THENCE with the east line of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, N 4°34'46" E 149.70 feet to a 1/2" steel pin found in the south line of a private street, locally known as Draper Mountain Trail at the northeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

(98) THENCE with a south line of Draper Mountain Trail, S 68°33'57" E 199.43 feet to a 1/2" steel pin found at the northwest corner of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Helen E. Melcher in Document No. 2002101212, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

(99) THENCE with the west line of the said Helen E. Melcher 0.33 of one acre tract, S 4°33'00" W 149.18 feet to a 5/8" steel pin found at the southwest corner of the said Helen E. Melcher 0.33 of one acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Helen E. Melcher 0.33 of one acre and the south line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to J. E. Laird and wife, Ruby Lee Laird in Volume 9709, Page 693, Real Property Records of Travis County, Texas, courses numbered 100 through 101 inclusive as follows:

(100) S 68°48'30"E 99.46 feet to a 5/8" steel pin found at the southeast corner of the said Helen Melcher 0.34 of one acre tract and the southwest corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas;

(101) S 66°52'33"E 97.19 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas, and the southwest corner of the said 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit C in an Owner Finance Warranty Deed With Vendor's Lien to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 8402, Page 362, Deed Records of Travis County, Texas;

THENCE with the south line of the said Laird 0.17 of one acre tract as described in Exhibit C and with the south line of that 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Bin said deed of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit A in said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Din said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, courses numbered 102 through 105 inclusive as follows:

(102) S 72°37'18" E 50.11 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.17 of one acre tract as described in Exhibit B;

(103) S 78°57'21" E 52.29 feet to a 1/2" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit A;

(104) S 73°16'24" E 99.86 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit A and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit D;

(105) S 80°03'24" E 100.14 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit D and the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a Warranty Deed to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 10897, Page 889, Real Property Records of Travis County, Texas;

THENCE with the south line of the said Laird Second Tract of 0.34 of one acre and with the southwest line of that 0.31 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said Warranty Deed to Laird of record in Volume 10897, Page 889, Real Property Records of Travis County, Texas, courses numbered 106 through 107 inclusive as follows;

(106) S 68°03'24" E 99.72 feet to a 1 1/2" steel pin with plastic cap set for the southeast corner of the said Laird Second Tract of 0.34 of one acre and the southwest corner of the said Laird First Tract of 0.31 of one acre;

(107) S 57°28'24" E 100.07 feet to a 3/4" steel pin found at the southeast corner of the said Laird First Tract of 0.31 of one acre and the southwest corner of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Harold J. Nelson and Ann Marie Gibbs St. Martin in Document No. 2003123239, Official Public Records of Travis County, Texas;

(108) THENCE with the south or southwest line of the said Nelson and St. Martin 0.30 of one acre tract, S 53°34'00"E 100.52 feet to a 3/4" steel pin found in the west line of that 1.002 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty

Deed to Stephen K. Nagl and Gay F. Nagl in Document No. 2004187346, Official Public Records of Travis County, Texas, and at the southeast corner of the said Nelson and St. Martin 0.30 of one acre tract, for a northeast corner of the herein described tract;

(109) THENCE with the west line of the said Nagl 1.002 acre tract, S 4°56'14" W 99.70 feet to a 1/2" steel pin with plastic cap set for the southwest corner of the said Nagl 1.002 acre tract, for an interior corner of the herein described tract;

(110) THENCE with the south line of the said Nagl 1.002 acre tract, S 77°09'46" E 192.14 feet to a 1/2" steel pin found in the west line of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, and at the southeast corner of the said Nagl 1.002 acre tract, for a northeast corner of the herein described tract;

(111) THENCE with the west line of the said Temple 1.462 acre tract, S 4°54'33" W 95.90 feet to a 1/2" steel pin found at the southwest corner of the said Temple 1.462 acre tract, for an interior corner of the herein described tract;

(112) THENCE with the south line of the said Temple 1.462 acre tract, S 85°06'26" E 199.92 feet to a 1/2" steel pin found at the southeast corner of the said Temple 1.462 of one acre tract, for an interior corner of the herein described tract;

(113) THENCE with the east line of the said Temple 1.462 acre tract, N 4°55'09" E 318.00 feet to a 1/2" steel pin found in the south line of Draper Mountain Trail at the northeast corner of the said Temple 1.462 acre tract;

(114) THENCE crossing Draper Mountain Trail and the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 36°27'01" W 155.00 feet to a calculated point on the north side of Draper Mountain Trail, for an interior corner of the herein described tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being along or near the north line of Draper Mountain Trail, courses numbered 115 through 118 inclusive as follows:

(115) S 62°21'16" W 116.00 to a calculated point;

(116) S 89°19'49" W 88.20 to a calculated point;

(117) N 62°35'36" W 95.48 to a calculated point;

(118) N 54°41'26" W 49.09 to a 1/2" steel pin with plastic cap set for the southeast corner of that 2,512 square foot tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12603, Page 162, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east line of the said Nelson 2,512 square foot tract and the east line of the 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract I and described in a Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75, Real Property Records of Travis County, Texas, courses numbered 119 through 120 inclusive as follows:

(119) N 2°21'38" E 41.40 feet to a 1/2" steel pin found at the northeast corner of the said Nelson 2,512 square foot tract and the southeast corner of the said Nelson Tract I of 0.32 of one acre;

(120) N 2°21'38" E 62.09 feet to a calculated point for a northwest corner of the herein described

tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 121 through 123 inclusive as follows:

(121) S 87°38'22"E 86.44 feet to a calculated point for an interior corner of the herein described tract;

(122) N 8°25'55"E 58.35 feet to a calculated point for an interior corner of the herein described tract;

(123) N 69°50'17" W 97.27 feet to a 1/2" steel pin found at the northeast corner of the said Nelson Tract I of 0.32 of one acre;

THENCE with the north line of the said Nelson Tract I of 0.32 of one acre and the north line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract II and described in a said Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75 Real Property Records of Travis County, Texas, and being also with the north line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12666, Page 143, Real Property Records of Travis County, Texas, courses numbered 124 through 126 inclusive as follows:

(124) N 69°50'17" W 99.93 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract I of 0.32 of one acre and the northeast corner of the said Nelson Tract II of 0.32 of one acre;

(125) N 69°49'01" W 99.75 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract I of 0.32 of one acre and the northeast corner of the said Nelson 0.33 of one acre;

(126) N 69°49'32" W 99.96 feet to a 1/2" steel pin found at the northwest corner of the said Nelson 0.33 of one acre and the northeast corner of that 0.337 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 12667, Page 479, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(127) THENCE with the west line of the said Nelson 0.33 of one acre and the east line of the said Vinson 0.337 of one acre, S 2°25'41" W 149.75 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southwest corner of the said Nelson 0.33 of one acre and the southeast corner of the said Vinson 0.337 of one acre, for a southeast corner of the herein described tract;

THENCE along or near the north line of Draper Mountain Trail, courses numbered 128 through 130 inclusive as follows:

(128) N 73°11'01" W 99.95 feet to a 1/2" steel pin found;

(129) N 73°13'38" W 99.89 feet to a 1/2" steel pin found;

(130) N 72°29'39" W 299.84 feet to a 1/2" iron pipe found in the north line of Draper Mountain Trail at the southeast corner of that 0.689 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Jeffrey Press and wife, Kimberly Press in Document No. 2005052503, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east, north and west line of the said Press 0.689 of one acre, courses numbered 131 through 133 inclusive as follows:

(131) N 3°38'16"E 310.87 feet to a 1/2" steel pin found at the northeast corner of the said Press 0.689 of one acre, for an interior corner of the herein described tract;

(132) N 72°00'09"W 99.95 feet to a 1/2" steel pin found at the northwest corner of the said Press 0.689 of one acre, for an interior corner of the herein described tract;

(133) S 3°34'26" W 309.22 feet to a 1/2" steel pin found at the southwest corner of the said Press 0.689 of one acre, for a southeast corner of the herein described tract

THENCE along or near the north line of Draper Mountain Trail, courses numbered 134 through 136 inclusive as follows:

(134) N 64°43'09"W 132.92 feet to a calculated point;

(135) N 53°40'31" W 93.64 feet to a 1/2" steel pin found;

(136) N 80°04'01" W 71.03 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southeast corner of that 6.908 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Special Warranty Deed to Jeffrey C. Nieland in Volume 12456, Page 1740, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

(137) THENCE with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Nieland 6.908 acre tract, N 22°25'20" W 509.97 feet to a 112" steel pin found in the east line of the said Nieland 6.908 acre tract at a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 112" steel pin found being also the southwest corner of that 10.26 acre tract, a portion of the said W. A. Cook Survey No. 141 and the Lewis Lindsey Survey No. 265, Abstract No. 2171, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to William G. McHugh in Document No. 2002035207, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

(138) THENCE with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and with the south line of the said McHugh 10.26 acre tract, N 73°24'11"E 388.72 feet to a 112" steel pin found at the southeast corner of the said McHugh 10.26 acre tract and a southwest or west corner of that 16.08 acre tract, a portion of the said W. A. Cook Survey No. 141 and the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 6561, Page 242, Deed Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the west line of the said Vinson 16.08 acre tract and the east line of the said McHugh 10.26 acre tract, courses numbered 139 through 140 inclusive as follows:

(139) N 28°15'50" E 176.77 feet to a 1/2" steel pin found;

(140) N 22°33'24" W 990.27 feet to a 1/2" steel pin found at the northwest corner of the said Vinson 16.08 acre tract and a northeast corner of the said McHugh 10.26 acre tract, said 1/2" steel pin found being the southwest corner of that 12.28 acre tract, a portion of the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to Charles D. Van Cleave and wife, Gloria J. Van Cleave in Volume 3483, Page 1915, Deed Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the north line of the said Vinson 16.08 acre tract and the south line of the said Van Cleave 12.28 acre tract, courses numbered 141 through 143 inclusive as follows:

(141) S 60°43'10" E 10.08 feet to a 112" steel pin found;

(142) S 62°17'30" E 243.12 feet to a 1/2" steel pin found;

(143) S 66°41'16" E 892.77 feet to a 1/2" steel pin found in a west line of a private road, locally known as Drapers Cove and in a west line of the said Vinson 278.36 acre tract of land, save and except

19.27 acres of land, said 1/2" steel pin found being the northeast corner of the said Vinson 16.08 acre tract and the southeast corner of the said Van Cleave 12.28 acre tract, for an interior corner of the herein described tract;

THENCE with the west, southwest and south line of Drapers Cove and a west, southwest and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being also with the east, northeast and north line of the said Van Cleave 12.28 acre tract, courses numbered 144 through 149 inclusive as follows;

(144) N 3°51'52" E 360.05 feet to a 1/2" steel pin found;
(145) N 3°57'18" W 99.86 feet to a 1/2" steel pin found;
(146) N 32°37'26" W 99.98 feet to a 1/2" steel pin found;
(147) N 58°16'12" W 229.98 feet to a 1/2" steel pin found;
(148) N 64°47'35" W 359.96 feet to a 1/2" steel pin found;
(149) N 58°26'35" W 64.23 feet to a 1/2" steel pin with plastic cap set in asphalt for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and a southeast corner of that unplatted tract of land, a portion of the said Lewis Lindsey Survey No. 265 and the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Other and conveyed in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 150 through 152 inclusive as follows:

(150) N 15°13'35" W 8.15 feet to a 1/2" steel pin found;
(151) N 15°22'02" W 46.75 feet to a 1/2" steel pin found;
(152) N 7°16'06" E 37.39 feet to a 1/2" steel pin found near corner offence at an angle point in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 153 through 154 inclusive as follows:

(153) N 27°22'59" E 41.77 feet to a 1/2" steel pin with plastic cap set near corner of fence;
(154) N 44°25'04" E 255.79 feet to a 1/2" steel pin found near corner offence in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 155 through 175 inclusive as follows:

(155) N 42°31'20" E 71.53 feet to a 1/2" steel pin found;

(156) N 30°29'16" E 138.99 feet to a 3/4" steel pin found;
 (157) N 23°45'46" E 31.51 feet to a 3/4" steel pin found;
 (158) N 9°35'18" E 66.85 feet to a 3/4" steel pin found;
 (159) N 0°26'11" E 77.65 feet to a 3/4" steel pin found;
 (160) N 12°19'05" W 48.11 feet to a 1/2" steel pin found;
 (161) N 20°19'58" W 53.72 feet to a 1/2" steel pin found;
 (162) N 25°57'16" W 142.29 feet to a mag nail in concrete found;
 (163) N 30°27'22" W 168.99 feet to a 1/2" steel pin found;
 (164) N 9°59'50" W 46.13 feet to a 1/2" steel pin found;
 (165) N 12°16'16" E 53.36 feet to a 1/2" steel pin found;
 (166) N 33°12'28" E 86.45 feet to a 1/2" steel pin found;
 (167) N 39°14'08" E 61.65 feet to a 1/2" steel pin found;
 (168) N 46°15'39" E 125.89 feet to a 1/2" steel pin found;
 (169) N 49°18'43" E 172.95 feet to a 1/2" steel pin found;
 (170) N 40°09'23" E 67.97 feet to a 1/2" steel pin found;
 (171) N 35°08'07" E 76.10 feet to a 1/2" steel pin found;
 (172) N 30°26'05" E 75.81 feet to a 1/2" steel pin found;
 (173) N 22°03'18" E 54.10 feet to a 1/2" steel pin found;
 (174) N 16°46'39" E 441.15 feet to a 1/2" steel pin found;
 (175) N 1°34'56" W 35.01 feet to a 1/2" steel pin with plastic cap set in or near the east line of that 4.349 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Substitute Trustee's Deed to Hugh Beadles in Volume 13019, Page 990, Real Property Records of Travis County, Texas, for the northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin with plastic cap set being at or near the north corner of the said unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for the northwest corner of the herein described tract;

THENCE crossing Drapers Cove with the north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and with the south line of that 2.399 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Robert S. Blackburn and Ruth S. Blackburn, Trustees in Document No. 2002024812, Official Public Records of Travis County, Texas, and being also with the south line of that 1.055 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to the Christian Science Society in Volume 9086, Page 678, Real Property Records of Travis County, Texas, courses numbered 176 through 179 inclusive as follows:

(176) N 86°39'51" E 156.01 feet to a PK nail found in top of a wood fence post;
 (177) S 61°15'09" E 485.79 feet to a 1/2" steel pin with plastic cap found (RPLS 1847);
 (178) S 63°02'26" E 51.54 feet to a 1/2" steel pin found at the southeast corner of the said Blackburn 2.399 acre tract and at the southwest corner of the said Christian Science Society 1.055 acre tract;

(179) S 62°57'16" E 241.25 feet to a 1/2" steel pin found at the southeast corner of the said Christian Science Society 1.055 acre tract and at the southwest corner of that 2.036 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 12717, Page 693, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(180) THENCE with the west line of the said Vinson 2.036 acre tract and with the east line of the said Christian Science Society 1.055 acre tract, N 31°28'45" E 196.07 feet to a 1/2" steel pin found in the south line of Boggy Ford Road at the northwest corner of the said Vinson 2.036 acre tract and the

northeast corner of the said Christian Science Society 1.055 acre tract, for a northwest corner of the herein described tract;

THENCE with south and southwest line of Boggy Ford Road and with the north and northeast line of the said Vinson 2.035 acre tract, courses numbered 181 through 182 inclusive as follows:

(181) S 65°33'05"E 316.18 feet to a 1/2" steel pin with plastic cap set at point of curve;
(182) with a curve to the right, an arc distance of 175.77 feet, said curve having a radius of 291.06 feet, a central angle of 34°36'02" and a chord of which bears S 48°15'27" E 173.11 feet to a 1/2" steel pin found at the east corner of the said Vinson 2.035 acre tract and the north corner of that 1.00 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, for an east corner of the herein described tract;

(183) THENCE with the south line of the said Vinson 2.035 acre tract and the north line of the said Travis Oaks Baptist Church 1.00 acre tract, S 63°09'53"W 205.60 feet to a 1/2" steel pin with plastic cap set in a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land for the southeast corner of the said Vinson 2.035 acre tract and the west corner of the said Travis Oaks Baptist Church 1.00 acre tract, said a 1/2" steel pin with plastic cap set being also set for the north corner of that 1.712 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Document No. 2000050175, Official Public Records of Travis County, Texas, and the northwest corner of that 2.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Travis Oaks Baptist Church in Volume 9007, Page 882, Real Property Records of Travis County, Texas;

(184) THENCE with the north line of the said Travis Oaks Baptist Church 1.712 acre tract, S 63°01'58" W 464.04 feet to a 1/2" steel pin found at the west corner of the said 1.712 acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Travis Oaks Baptist Church 1.712 acre tract and the south line of the said Travis Oaks Baptist Church 2.000 acre tract, courses numbered 185 through 186 inclusive as follows:

(185) S 57°24'26" E 373.77 feet to a 1/2" steel pin found at the southeast corner of the said Travis Oaks 1.712 acre tract and the southwest corner of the said Travis Oaks 2.000 acre tract;

(186) S 57°24'03" E 160.48 feet to a 1/2" steel pin with plastic cap set for the northwest corner of a 2.000 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Susan Montana in Document No. 2006113603, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

THENCE with the west and southwest line of the said Montana 2.000 acre tract, courses numbered 187 through 191 inclusive as follows:

(187) S 35°12'33"W 181.07 feet to a 1/2" steel pin with plastic cap set;
(188) S 21°39'36" W 154.09 feet to a 1/2" steel pin with plastic cap set;
(189) S 11°48'20" E 85.36 feet to a 1/2" steel pin with plastic cap set;
(190) S 33°00'20" E 72.52 feet to a 1/2" steel pin with plastic cap set in rock;
(191) S 53°37'26"E 260.49 feet to a 1/2" steel pin with plastic cap set in the west line of that 1.479 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack Montana and wife, Susan Koerner in Document No. 1999084833, Official Public Records of Travis County, Texas;

THENCE with the west line of the said Montana Tract I of 1.479 acres and the west line of that 0.400 of one acre of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to Michael Brasel and Kathleen Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas, courses numbered 192 through 193 inclusive as follows:

(192) S 23°25'28"E 145.00 feet to a 1/2" steel pin with plastic cap found (West 4188) at the southwest corner of the said Montana Tract 1 of 1.479 acres and the northwest corner of the said Brasel Tract I of 0.400 of one acre;

(193) S 34°32'32" E 217.75 feet to a cotton gin spindle found at the southwest corner of the said Brasel Tract 1 of 0.400 of one acre, for an interior corner of the herein described tract;

(194) THENCE with the south line of the said Brasel Tract 1 of 0.400 of one acre, N 55°26'29" E 80.15 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 1 of 0.400 of one acre and the southwest corner of that 0.500 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a General Warranty Deed to Michael D. Brasel and spouse, Kathleen D. Brasel in Volume 11866, Page 1344, Real Property Records of Travis County, Texas, and being also the west corner of that 0.099 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 2 and described in said Warranty Deed to Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas;

(195) THENCE with the south line of the said Brasel Tract 2 of 0.099 of one acre, S 83°35'51"E 132.11 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 2 of 0.099 of one acre, for an interior corner of the herein described tract;

THENCE with the east line of the said Brasel Tract 2 of 0.099 of one acre and the east line of the said Brasel Tract 1 of 0.500 of one acre, and being also with the east line of the said Montana Tract I of 1.479 acres and the east line of that 1.142 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack L. Koerner (Montana) and wife, Susan Koerner in Volume 11798, Page 1397, Real Property Records of Travis County, Texas, courses numbered 196 through 199 inclusive as follows:

(196) N 34°31'57" W 86.57 feet to a 1/2" steel pin with plastic cap found (West 4188) at the northeast corner of the said Brasel Tract 2 of 0.099 of one acre and the southeast corner of the said Brasel Tract 1 of 0.500 of one acre;

(197) N 34°29'31"W 343.45 feet to a 1/2" steel pin found at an angle point in the east line of the said Montana Tract 1 of 1.479 acres;

(198) N 13°14'52"E 187.34 feet to a 1/2" steel pin found at northeast corner of the said Montana Tract 1 of 1.479 acres and the southeast corner of the said Koerner Tract 1 of 1.142 acres;

(199) N 13°20'20"E 137.24 feet to a 1" iron pipe found at the northeast corner of the said Koerner Tract 1 of 1.142 acres and the southeast corner of that 0.986 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Volume 12105, Page 295, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Travis Oaks Baptist Church 0.986 of one acre tract and the east line of that 0.945 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Deed of Gift to Travis Oaks Baptist Church in Volume 4649, Page 1788, Deed Records of Travis County, Texas, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 200 through 201 inclusive as follows:

(200) N 13°34'51"E 217.53 feet to a 1/2" steel pin with plastic cap set at the northeast corner of

the said Travis Oaks Baptist Church 0.986 of one acre tract and the southeast corner of the said Travis Oaks Baptist Church 0.945 of one acre tract, said 1" iron pipe found being also an interior -corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(201) N 13°32'39" E 208.70 feet to a 1/2" steel pin set (no plastic cap) for the northeast corner of the said Travis Oaks Baptist Church 0.945 of one acre tract and the southeast corner of that 1.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, said 1/2" steel pin set (no plastic cap) being also set for a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and the southwest corner of that 0.018 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 10321, Page 422, Real Property Records of Travis County, Texas;

(202) THENCE with the east line of the said Travis Oaks Baptist Church 1.00 acre tract and the west line of the said Vinson 0.018 of one acre tract, N 13°32'39" E 30.72 feet to a cotton gin spindle set in asphalt in the curving south line of Boggy Ford Road for the northeast corner of the said Travis Oaks Baptist Church 1.00 acre tract and the northwest corner of the said Vinson 0.018 of one acre tract, for a northwest corner of the herein described tract;

THENCE with the south line of Boggy Ford Road and the north line of the said Vinson 0.018 of one acre tract and with the north line of the said Vinson 2.393 acre tract, courses numbered 203 through 208 inclusive as follows:

(203) with a curve to the left, an arc distance of 26.25 feet, said curve having a radius of 510.06 feet, a central angle of 2°56'56" and a chord of which bears S 60°52'15" E 26.25 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Vinson 0.018 of one acre tract and the northwest corner of the said Vinson 2.393 acre tract;

(204) with a curve to the left, an arc distance of 135.29 feet, said curve having a radius of 510.06 feet, a central angle of 15°11'49" and a chord of which bears S 69°56'38" E 134.89 feet to a 60d nail set in top of a wood fence post at point of tangency;

(205) S 76°43'38" E 226.75 feet to a 1/2" steel pin with plastic cap set;

(206) S 72°05'38" E 746.24 feet to a 1/2" steel pin found;

(207) S 69°16'12" E 112.32 feet to a 1/2" steel pin with plastic cap set at point of curve;

(208) with a curve to the left, an arc distance of 109.03 feet, said curve having a radius of 348.81 feet, a central angle of 17°54'31" and a chord of which bears S 78°10'37" E 108.58 feet to the POINT OF BEGINNING of the herein described tract, containing 286.85 acres of land, more or less, SAVE AND EXCEPT the following tracts of land located within the boundaries of the above 286.85 acre metes and bounds description: 2.504 acres and 2.899 acres as described in the accompanying metes and bounds descriptions, leaving 281.45 acres of land, more or less.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

DESCRIPTION FOR 2.504 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.504 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, AND A PORTION OF THE C. E. P. I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191, BOTH BEING IN TRAVIS COUNTY, TEXAS, SAID 2.504 ACRES OF LAND BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: , BEING ALL OF THAT 18,184 SQUARE FOOT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN

A WARRANTY DEED TO RUTH OLIVER IN VOLUME 7727, PAGE 752, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO CAROL LOU TREAT IN VOLUME 4892, PAGE 260, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141 AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A WARRANTY DEED TO MARK T. ALGER IN DOCUMENT NO. 2001126699, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.415 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A ONE-HALF INTEREST GIFT DEED TO VERNON G. HAFERNIK IN DOCUMENT NO. 2001171314, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.397 OF ONE ACRE OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEROME URBANEK IN DOCUMENT NO. 1999050669, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.504 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 5/8" steel pin found in the east line of a private street, locally known as Treat Trail, at the southwest corner of that 0.34 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, in Travis County, Texas, as described in a Warranty Deed to Carol Lou Treat in Volume 4892, Page 260, Deed Records of Travis County, Texas, for the POINT OF BEGINNING for an interior corner of the herein described tract, and from which 5/8" steel pin found, a 1/2" steel pin found at an angle point in Treat Trail at the southeast corner of that 18,184 square foot tract of land, a portion of the said W. A. Cook Survey No. 141, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears N 87°20'53" W 60.73 feet;

(1) THENCE crossing Treat Trail and a portion of that tract of land called to be 278.36 acres, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 141, and others, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page 1469, Deed Records of Travis County, Texas, S 2°15'09" E 31.24 feet to a calculated point in a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land and in the north line of that 12.611 acre tract of land, a portion of the Malinda Settle Survey No. 49, Abstract No. 2126, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, said calculated point being in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, for a southeast corner of the herein described tract;

(2) THENCE with the south line of Treat Trail and a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land, and being also with the north line of the said Vinson 12.611 acre tract and being along or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, S 87°44'51" W 229.80 feet to a calculated point, for the southwest corner of the herein described tract;

(3) THENCE crossing Treat Trail with the southerly extension of the west line of the said Oliver 18,184 square foot tract of land and also crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land, N 30°25'48"E 35.56 feet to a 1/2" steel pin found at the intersection of the north line of Treat Trail and the east line of private street, locally known as Drapers Cove, said 1/2" steel pin found being the southwest corner of the said Oliver 18,184 square foot tract;

(4) THENCE with the east line of Drapers Cove and the west line of the said Oliver 18,184 square foot tract, N 30°25'48" E 187.84 feet to a 1/2" steel pin found at the northwest corner of the said Oliver 18,184 square foot tract, for the most southerly northwest corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the southeast corner of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, bears N 62°55'35"W 86.37 feet;

(5) THENCE with the north line of the said Oliver 18,184 square foot tract, S 56°46'12"E 127.22 feet to a 1/2" steel pin found in the west line of Treat Trail at the northeast corner of the said Oliver 18,184 square foot tract, for an interior corner of the herein described tract;

THENCE crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land and being along or near the west line of Treat Trail, courses numbered 6 through 8 inclusive as follows:

(6) N 25°38'44" E 148.00 feet to a 1/2" steel pin found;
(7) N 24°20'53" E 107.77 feet to a calculated point;
(8) N 19°43'42" E 95.35 feet to a calculated point at the intersection of the west line of Treat Trail with the westerly prolongation of the north line of that 0.397 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed With Vendor's Lien to Jerome Urbanek in Document No. 1999050669, Official Public Records of Travis County, Texas, and the westerly prolongation of the south line of that 0.413 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 2714, Page 315, Deed Records of Travis County, Texas, for the most northerly northwest corner of the herein described tract;

(9) THENCE crossing Treat Trail with the westerly prolongation of the north line of the said Urbanek 0.397 of one acre tract and the westerly prolongation of the said Vinson 0.413 of one acre tract, N 88°16'47"E 32.23 feet to a 1/2" iron pipe found in the east line of Treat Trail at the northwest corner of the said Urbanek 0.397 of one acre tract and the southwest corner of the said Vinson 0.413 of one acre tract;

(10) THENCE with the north line of the said Urbanek 0.397 of one acre tract and the south line of the said Vinson 0.413 of one acre tract, N 88°16'47"E 167.26 feet to a 1/2" steel pin found at the northeast corner of the said Urbanek 0.397 of one acre tract and the southeast corner of the said Vinson 0.413 of one acre tract, for the northeast corner of the herein described tract;

THENCE with the east line of the said Urbanek 0.397 of one acre tract and the east line of that 0.415 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a One-Half Interest Gift Deed to Vernon G. Hafemik in Document No. 2001171314, Official Public Records of Travis County, Texas, and being also with the east line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed to Mark T. Alger in Document No. 2001126699, Official Public Records of Travis County, Texas, and the east line of the said Treat 0.34 of one acre tract, courses numbered 11 through 14 inclusive as follows:

- (11) S 14°18'30"W 104.29 feet to a 5/8" steel pin found at the southeast corner of the said Urbanek 0.397 of one acre tract and the northeast corner of the said Hafernik 0.415 of one acre tract;
- (12) S 21°56'55"W 108.72 feet to a 5/8" steel pin found at the southeast corner of the said Hafemik 0.415 of one acre tract and the northeast corner of the said Alger 0.34 of one acre tract;
- (13) S 28°38'34"W 115.84 feet to a 5/8" steel pin found at the southeast corner of the said Alger 0.34 of one acre tract and the northeast corner of the said Treat 0.34 of one acre tract;
- (14) S 29°40'52" W 117.63 feet to a 5/8" steel pin found at the southeast corner of the said Treat 0.34 of one acre tract, for the most easterly southeast corner of the herein described tract;
- (15) THENCE with the south line of the said Treat 0.34 of one acre tract, S 88°23'07" W 151.13 feet to the POINT OF BEGINNING of the herein described tract, containing 2.504 acres of land.

DESCRIPTION FOR 2.899 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.899 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, IN TRAVIS COUNTY, TEXAS, SAID 2.899 ACRES OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.30 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF THAT 0.29 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO KATHERAN ACMORSONI IN VOLUME 11592, PAGE 982, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DAVID N. McCREA AND WIFE, ARLIS J. McCREA IN VOLUME 5257, PAGE 1283, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THERESA S. WILSON IN VOLUME 6802, PAGE 41, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 0.37 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS CONVEYED IN A SPECIAL WARRANTY DEED TO ANN MARIE ST. MARTIN IN VOLUME 11225, PAGE 885, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.03 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN DEED TO PATRICK G. ST. MARTIN AND WIFE ANN M. ST. MARTIN IN VOLUME 10270, PAGE 851, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.32 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY TO JOSPEH K. MOXLEY IN VOLUME 13360, PAGE 528, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH K. MOXLEY IN DOCUMENT NO. 2003029501, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 0.296 OF ONE ACRE TRACT OF LAND DESIGNATED AS FIRST TRACT AND ALL OF THAT 0.282 OF ONE ACRE TRACT OF LAND DESIGNATED AS SECOND TRACT, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO TRAVIS DUNCAN AND SPOUSE, NIKKI DUNCAN IN DOCUMENT NO. 2003203432, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.899 ACRES OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin found at an angle point in a north line of a private street, locally known as Drapers Cove, at the southeast corner of that 0.29 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 2 and described in a Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and most easterly southeast corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the intersection of the southeast line of Drapers Cove and the north line of a private street, locally known as Treat Trail, at the southwest corner of that 18,184 square foot tract of land, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears S 81°46'41"E 119.70 feet;

(1) THENCE with the north line of Drapers Cove and the south line of the said Acmorsoni Tract 2 of 0.29 of one acre of land and with the south line of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 1 and described in said Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, and being also with the south line of that tract of land, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to David N. McCrea and wife, Arlis J. McCrea in Volume 5257, Page 1283, Deed Records of Travis County, Texas, S 87°57'47" W 299.23 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Theresa S. Wilson in Volume 6802, Page 41, Deed Records of Travis County, Texas, for an angle point in the north line of Drapers Cove, for the southwest corner of the said McCrea tract of land, and for an interior corner of the herein described tract;

(2) THENCE with a line of Drapers Cove and the east line of the said Wilson 0.36 of one acre tract, S 1°59'59"E 20.00 feet to a 1/2" steel pin found at an angle point in the north line of Drapers Cove and at the occupied southeast corner of the said Wilson 0.36 of one acre tract, for a southeast corner of the herein described tract;

(3) THENCE with the north line of Drapers Cove and the south line of the said Wilson 0.36 of one acre tract as occupied on the ground, courses numbered 3 through 4 inclusive as follows:

(4) S 89°20'22"W 79.47 feet to a hilti nail set in rock found;

(5) N 85°14'22"W 37.84 feet to a 1/2" steel pin found in concrete at an angle point in the north line of Drapers Cove and at the southwest corner of the said Wilson 0.36 of one acre tract, for a southwest corner of the herein described tract;

(6) THENCE with a line of Drapers Cove and the west line of the said Wilson 0.36 of one acre tract, N 5°38'51" E 11.96 feet to a 1/2" steel pin with plastic cap set for an angle point in the north line of Drapers Cove and the southeast corner of that 0.37 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as conveyed in that Special Warranty Deed to Ann Marie St. Martin in Volume 11225, Page 885, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the north, northeast and east line of Drapers Cove and with the south, southwest and west line of the said Ann Marie St. Martin 0.37 of one acre tract and being also with the west line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as

conveyed in that General Warranty Deed With Vendor's Lien in Favor of Third Party to Joseph K. Moxley in Volume 13360, Page 528, Real Property Records of Travis County, Texas, and being also with the west line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in that Warranty Deed With Vendor's Lien to Joseph K. Moxley in Document No. 2003029501, Official Public Records of Travis County, Texas, courses numbered 6 through 12 inclusive as follows:

(6) S 86°51'15" W 36.50 feet to a 5/8" steel pin found, and from which 5/8" steel pin found, a 3/4" iron pipe found in concrete in the south line of Drapers Cove and in the north line of that 12.611 acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Special Warranty Deed to G. L. Vinson in Volume 11919, Page 88, Real Property Records of Travis County, Texas, and being also in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, bears S 40°18'53" W 69.15 feet;

(7) N 47°40'45" W 59.52 feet to a 1/2" steel pin found in rock;

(8) N 37°59'26" W 32.41 feet to a 1/2" steel pin with plastic cap set;

(9) N 34°34'18" W 62.74 feet to a 1/2" steel pin found in the west line of the said Moxley 0.32 of one acre tract;

(10) N 27°02'45" W 61.96 feet to a 1/2" steel pin found;

(11) N 23°52'32" W 24.66 feet to a 1/2" steel pin found at the west or northwest corner of the said Moxley 0.32 of one acre tract and the southwest or south corner of the said Moxley 0.36 of one acre tract;

(12) N 36°08'40" W 59.68 feet to 1 1/2" steel pin found at the west or southwest corner of the said Moxley 0.36 of one acre and the south or southeast corner of that 0.296 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in a Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas;

THENCE with the north line of Drapers Cove and the south line of the said Duncan First Tract of 0.296 of one acre and being also with the south line of that 0.282 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in said Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas, courses numbered 13 through 14 inclusive as follows:

(13) N 70°18'29" W 144.77 feet to a 1/2" steel pin found;

(14) N 63°41'32" W 34.74 feet to a 1/2" steel pin found at the southwest corner of the said Duncan Second Tract of 0.282 of one acre, for the most westerly southwest corner of the herein described tract;

(15) THENCE with the west line of the said Duncan Second Tract of 0.282 of one acre, N 26°35'08" E 129.88 feet to a hilti nail found set in rock at the northwest corner of the said Duncan Second Tract of 0.282 of one acre, for the northwest corner of the herein described tract;

THENCE with the north line of the said Duncan Second Tract of 0.282 of one acre and the north line of the said Duncan First Tract of 0.296 of one acre, courses numbered 16 through 17 inclusive as follows:

(16) S 76°33'10" E 89.67 feet to a 3/8" steel pin found at the northeast corner of the said Duncan Second Tract of 0.282 of one acre and the northwest corner of the said Duncan First Tract of 0.296 of one acre;

(17) S 76°51'39" E 86.61 feet to a 1/2" steel pin found at the northeast corner of the said Duncan First Tract of 0.296 of one acre and the northwest or north corner of the said Moxley 0.36 of one acre tract;

THENCE with the northeast and east line of the said Moxley 0.36 of one acre tract and the east line of the said Moxley 0.32 of one acre tract, courses numbered 18 through 22 inclusive as follows:

- (18) S 52°51'17" E 73.98 feet to a 1/2" steel pin found;
- (19) S 39°20'17" E 24.61 feet to a 1/2" steel pin with plastic cap set;
- (20) S 26°19'35" E 50.05 feet to a 1/2" steel pin found at the east or southeast corner of the said Moxley 0.36 of one acre tract and the northeast corner of the said Moxley 0.32 of one acre tract;
- (21) S 20°27'58" E 60.43 feet to a cotton gin spindle found;
- (22) S 27°31'15" E 15.02 feet to a 1/2" steel pin found at the southeast corner of the said Moxley 0.32 of one acre tract and the north or northeast corner of that 0.03 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a deed to Patrick G. St. Martin and wife, Ann M. St. Martin in Volume 10270, Page 851, Real Property Records of Travis County, Texas;

THENCE with the east line of the said St. Martin 0.03 of one acre tract and the east and northeast line of the said Ann Marie St. Martin 0.37 of one acre tract, courses numbered 23 through 24 inclusive as follows:

- (23) S 27°19'51" E 32.44 feet to a 1 1/2" steel pin found at the southeast corner of the said St. Martin 0.03 of one acre tract and the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract;
- (24) S 43°26'50" E 32.34 feet to a 1/2" steel pin found at the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract and the northwest corner of the said Wilson 0.36 of one acre tract;

THENCE with the north line of the said Wilson 0.36 of one acre tract and the north line of the said McCrea tract of land, and being also with the north line of the said Acmorsoni Tract 1 of 0.30 of one acre and being also with the north line of the said Acmorsoni Tract 2 of 0.29 of one acre, courses numbered 25 through 28 inclusive as follows:

- (25) S 73°25'35" E 32.24 feet to a 1 1/2" steel pin with plastic cap set;
- (26) S 89°55'40" E 64.83 feet to a 1/2" steel pin found at the northeast corner of the said Wilson 0.36 of one acre tract and the northwest corner of the said McCrea tract of land;
- (27) S 89°59'25" E 99.86 feet to a 1/2" steel pin found at the northeast corner of the said McCrea tract of land and the northwest corner of the said Acmorsoni Tract 1 of 0.30 of one acre;
- (28) S 89°47'42" E 200.20 feet to a 1/2" steel pin found at the northeast corner of the said Acmorsoni Tract 2 of 0.29 of one acre, for the northeast corner of the herein described tract of land;

- (29) THENCE with the east line of the said Acmorsoni Tract 2 of 0.29 of one acre, S 1°42'50" E 123.73 feet to the POINT OF BEGINNING of the herein described tract, containing 2.899 acres of land.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

EXHIBIT “B”

Conditions

The Property shall be included in the “Firefly Cove Planned Development District,” subject to compliance with the following conditions:

1. that all portions of the application be deemed to meet the requirements of a concept approval;
2. that all portions of the application except the SF-Estate Lots be deemed to meet the requirements of a detail plan approval;
3. development standards for SF-Estate Lots are subject to modification for consistency as part of the future required detail plan approval; and
4. the approval incorporates by reference a satisfactory resolution to the remaining minor comments of the City Engineer related to the required traffic impact analysis (TIA).

Land Use Plan

Land Use Plan

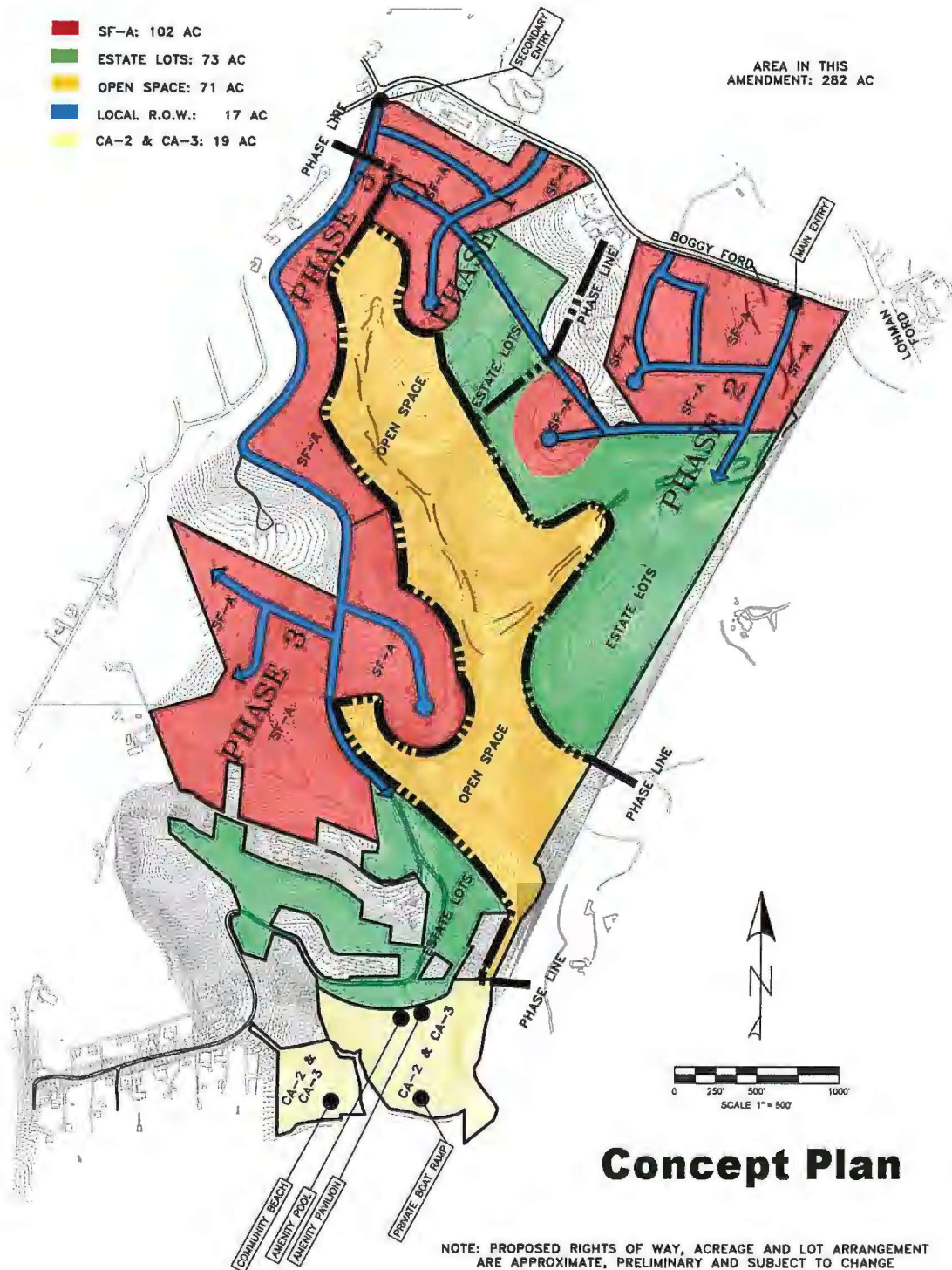


EXHIBIT "C"

Land Use Plan

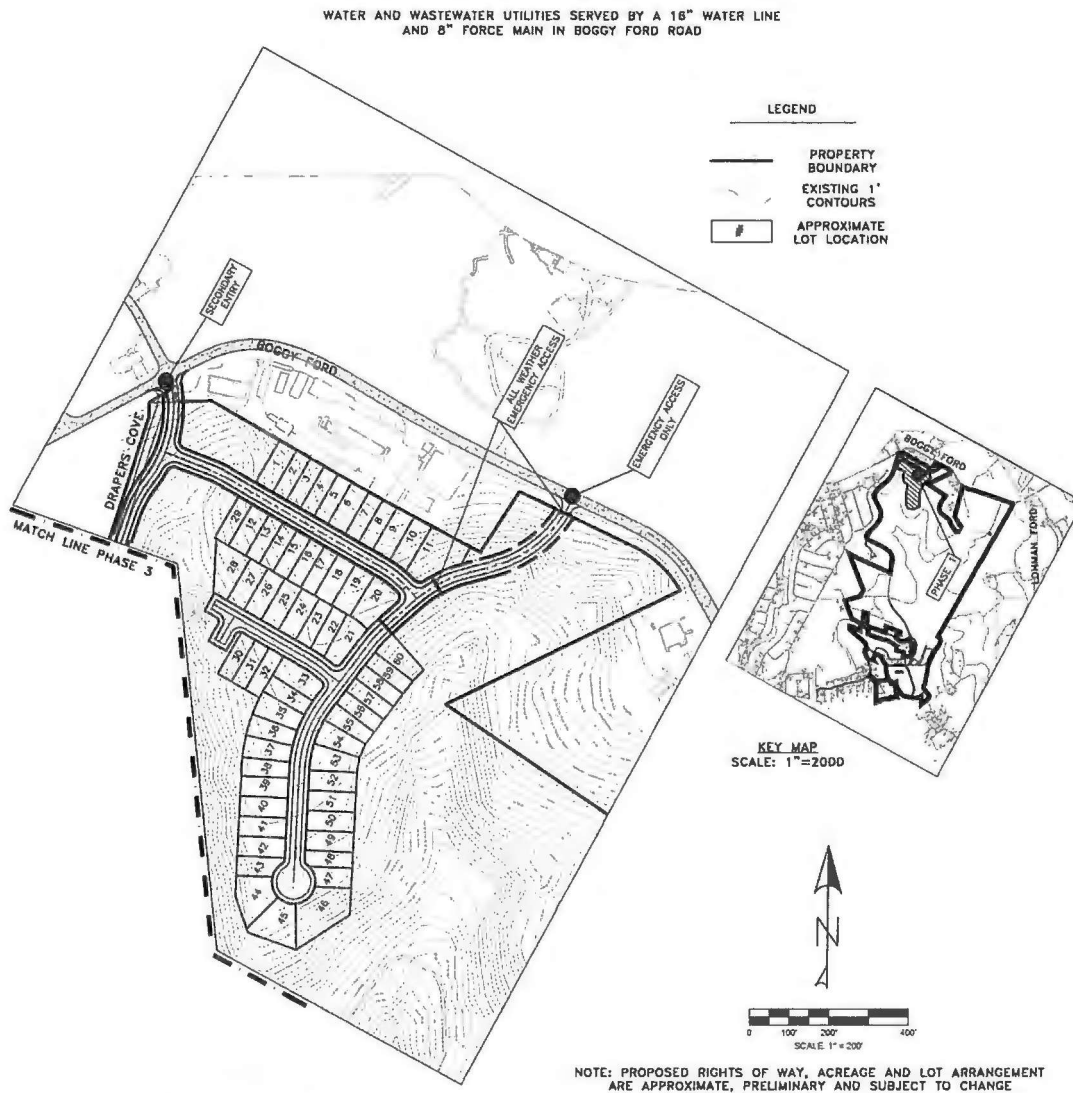
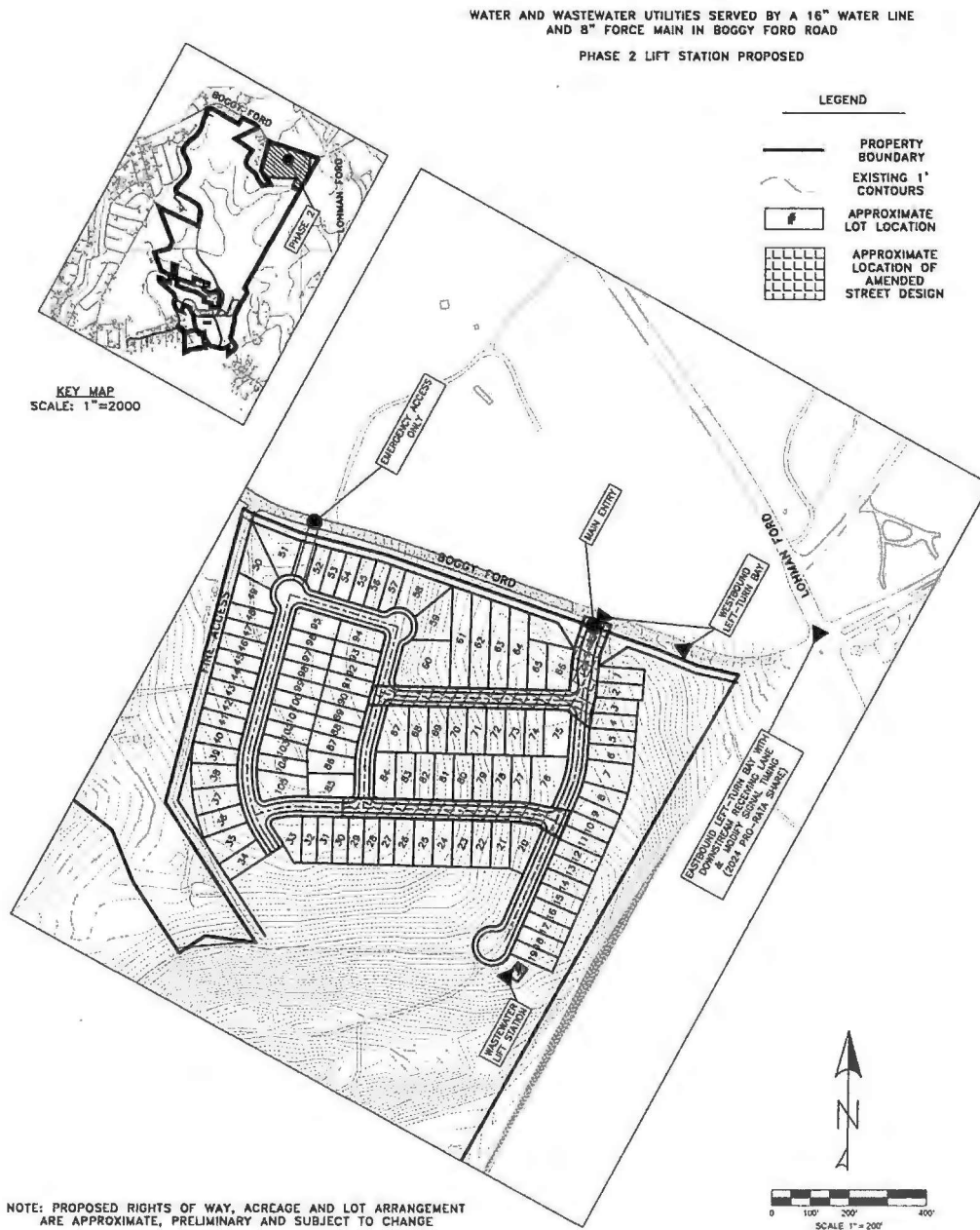


EXHIBIT "C"

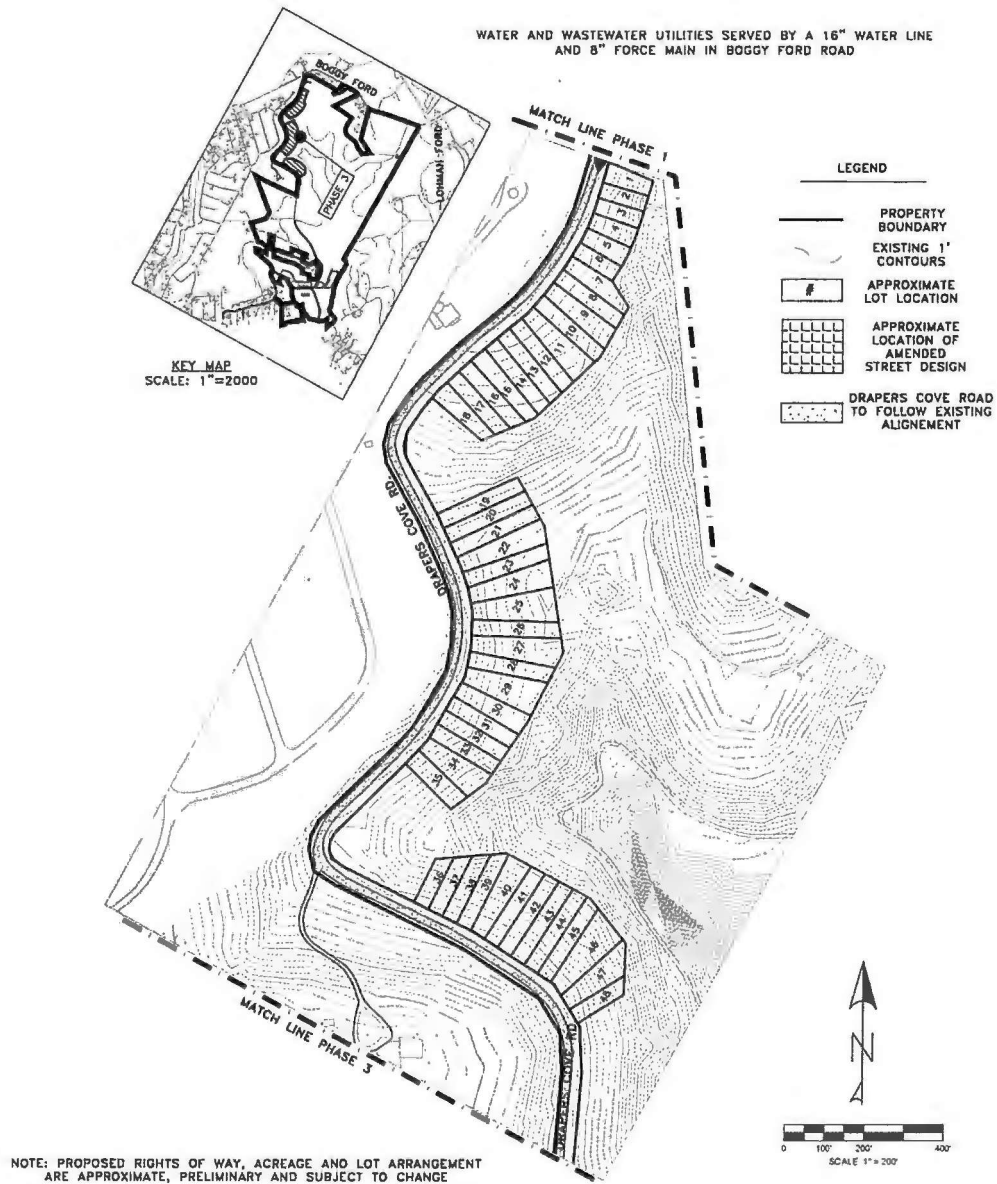
Land Use Plan



Phase 2 Detail Plan

EXHIBIT "C"

Land Use Plan



Phase 3 Detail Plan (1 of 2)

EXHIBIT "C"

Land Use Plan

Phase 3 Detail Plan (2 of 2)

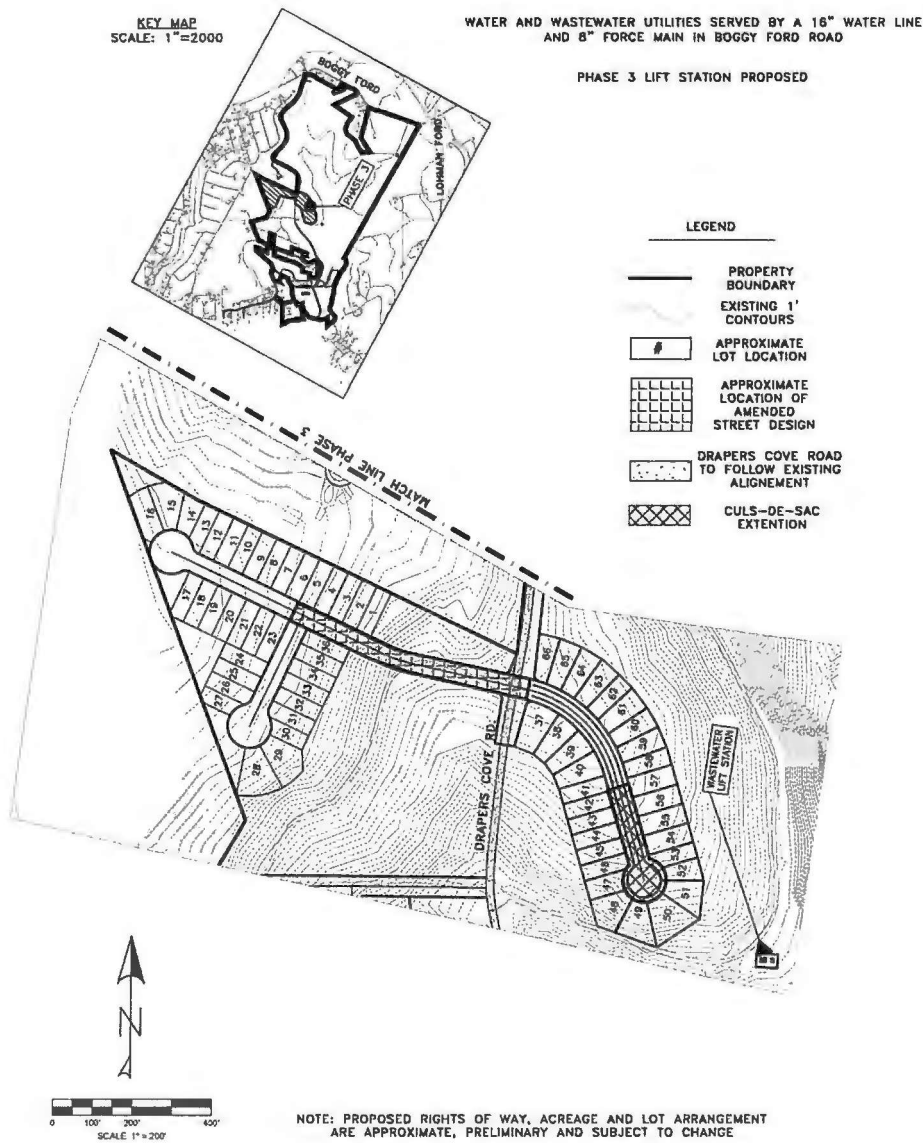
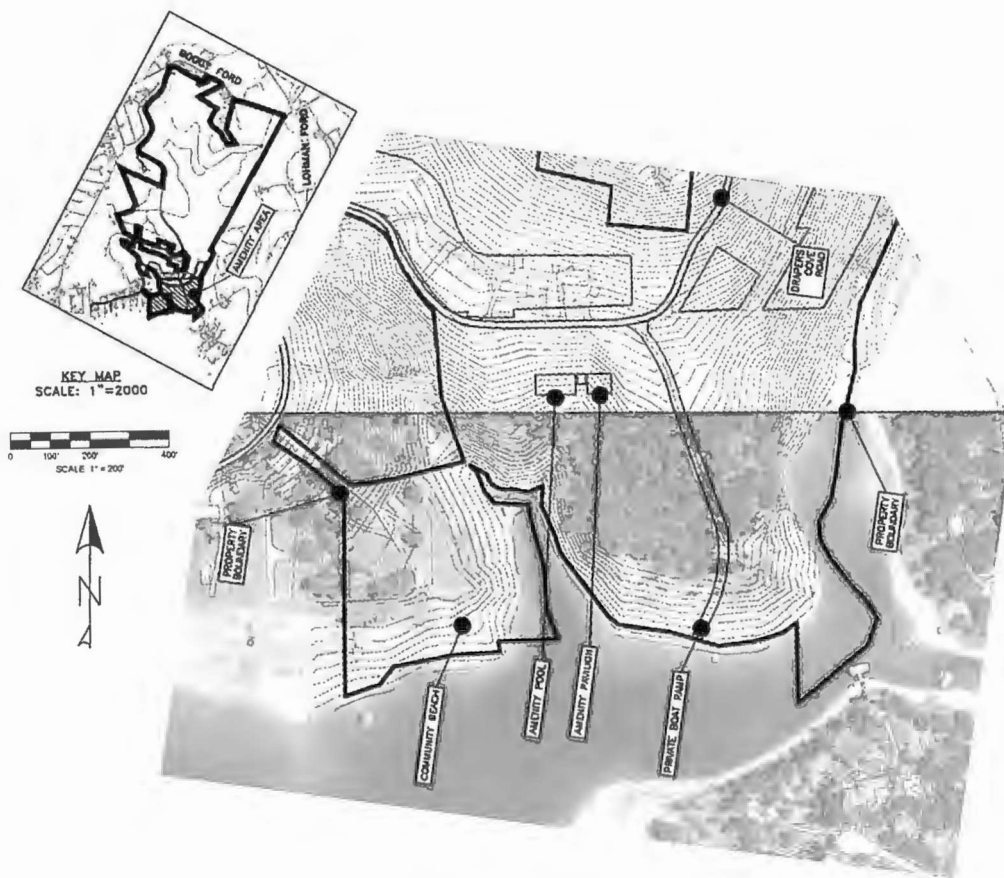


EXHIBIT "C"
Land Use Plan



**Amenities Area
Detail Plan**

EXHIBIT “C”

Land Use Plan



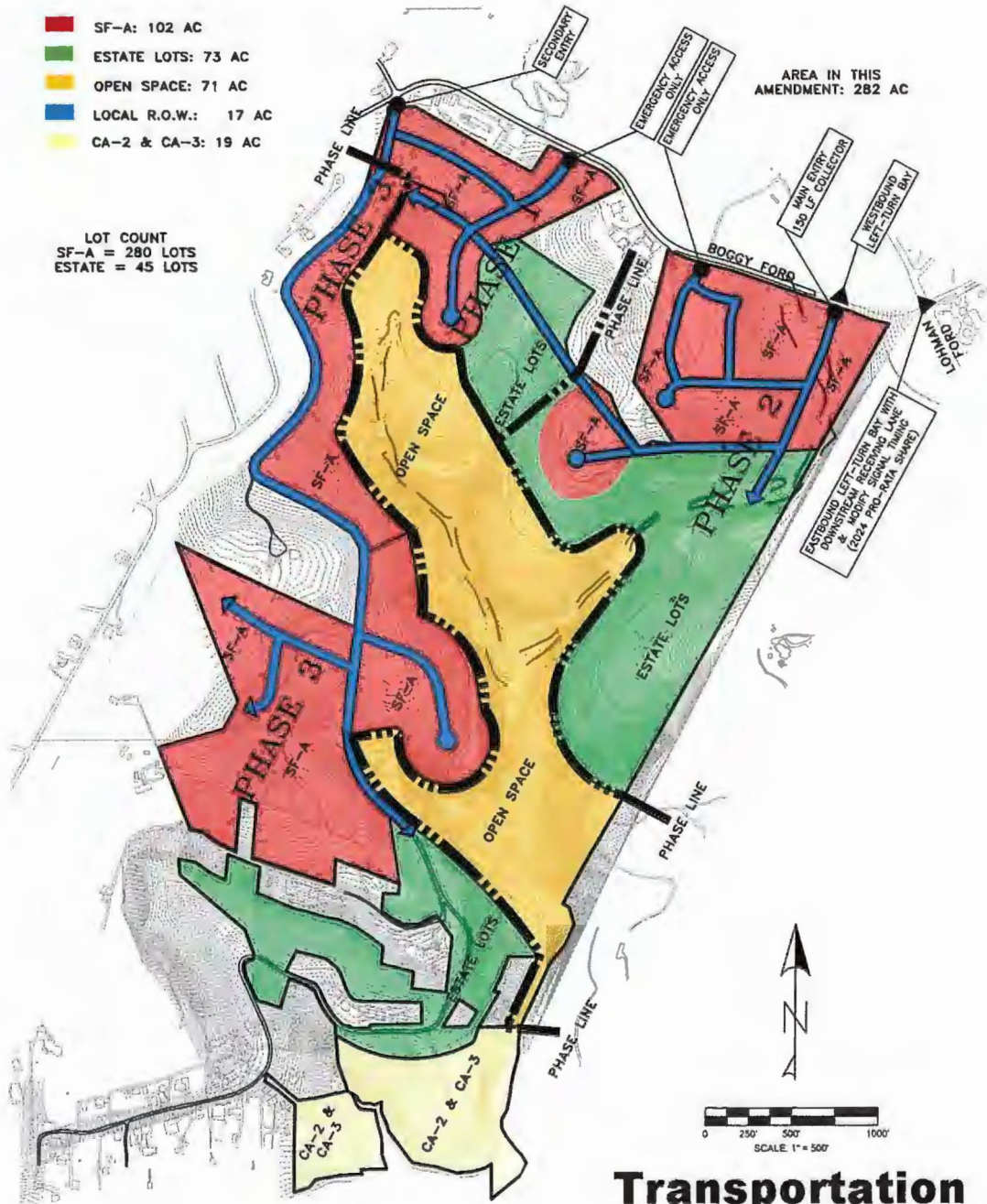
**Amenities Area
Prototype Images**

EXHIBIT "C"

Land Use Plan

- SF-A: 102 AC
- ESTATE LOTS: 73 AC
- OPEN SPACE: 71 AC
- LOCAL R.O.W.: 17 AC
- CA-2 & CA-3: 19 AC

LOT COUNT
SF-A = 280 LOTS
ESTATE = 45 LOTS



AREA IN THIS
AMENDMENT: 282 AC

Transportation Plan

PHASE	LOT COUNT	BUILD OUT YEAR
1	60	2024
2	151	2024
3	114	2026

NOTE: PROPOSED RIGHTS OF WAY, ACREAGE AND LOT ARRANGEMENT
ARE APPROXIMATE, PRELIMINARY AND SUBJECT TO CHANGE

**CONSENT AGREEMENT
(Firefly Municipal Utility District)**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Consent Agreement ("Agreement") is between the **CITY OF LAGO VISTA, Texas** (the "City"), a home-rule city located in Travis County, Texas, and **FIREFLY COVE LLC**, a Texas limited liability company, and **FIREFLY COVE HOMES LLC**, a Texas limited liability company (collectively, "Developer"). Upon final creation of **Firefly Municipal Utility District** (or other named district), a municipal utility district to be created under Chapters 49 and 54 of the Texas Water Code (the "District"), the District will join in this Agreement. The City, Developer, and the District are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of approximately 287.36 acres of land in Travis County, Texas being more particularly described on Exhibit "A" attached hereto (the "Land");

WHEREAS, the Land is located within the corporate boundaries of the City;

WHEREAS, approximately 286.85 acres of the Land, identified as "Tract 1" in Exhibit "A", has been zoned by the City as Firefly Cove Planned Development District ("PDD") pursuant to Ordinance No. 21-09-02-01, as may be amended from time to time, and Developer desires to develop the Land in compliance with the City's Code of Ordinances and the existing PDD along with associated infrastructure ("Project"); and

WHEREAS, Developer desires to create the District to include the Land, and the City has consented to the creation of the District and inclusion of the Land therein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

**ARTICLE I
DISTRICT CREATION, ANNEXATION AND DISSOLUTION MATTERS**

Section 1.01 Consent to Creation of District.

(a) The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District to include the Land. The City agrees that the District may be created by order of the Texas Commission on Environmental Quality ("TCEQ") or by special act of the Texas Legislature. On the Effective Date of this Agreement, the City has approved the resolution attached as Exhibit "B", consenting to the creation of the District and the inclusion of the Land within the boundaries of the District (the "Consent Resolution"). The City agrees that the Consent Resolution will be deemed to constitute the City's consent to the creation of the District within its boundaries, and the inclusion of the Land into the District. No further action will be required on the part of the City to evidence its consent to the creation of the District and inclusion of the Land into the District; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

(b) Developer agrees to submit to the City a copy of any application for creation of the District filed with TCEQ (or legislation, as applicable). The District's functions will be limited to: (i) financing public water, wastewater, drainage and road infrastructure costs and other costs and expenses eligible under state law that are associated with the Project; and (ii) owning, maintaining, and repairing drainage and water quality facilities. The Developer shall be responsible for all costs and expenses associated with creation of the District.

(c) Developer agrees to pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(d) Subject to approval or otherwise directed by TCEQ, the name of the municipal district shall be Firefly Municipal Utility District.

Section 1.02 District Director and Voter Matters. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purposes of qualifying as a director of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, that no additional structure, other than a HUD-certified manufactured home necessary for the creation of the District, shall be located on the Land unless and until a plat of such portion of the Land has been approved and recorded in the plat records of the City and/or Travis County, as applicable.

Section 1.03 Joinder by District. Developer covenants and agrees to cause the District to approve, execute and deliver to the City this Agreement within ninety (90) days after the District confirmation date.

Section 1.04 Incorporation. In furtherance of the purposes of this Agreement, the District and the Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that neither the District nor the Developer will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other municipality.

Section 1.05 Dissolution of District. The City agrees that it will not seek to dissolve the District, including pursuant to the authority set forth in Section 43.074 of the Texas Local Government Code, until after the completion of at least 90% of the construction of the public infrastructure necessary to serve the Land with water, wastewater, drainage facilities, road improvements, and other facilities eligible for reimbursement under the rules of TCEQ or other law (collectively, the "Facilities"), and either (i) bonds have been issued by the District to reimburse Developer's eligible infrastructure costs related to such facilities (the "Bonds"), or (ii) the City has expressly agreed to assume the obligation to reimburse the Developer for such costs.

Section 1.06 Annexation by the District. The District shall not annex any land located in the City's corporate boundaries or extraterritorial jurisdiction into the District's boundaries without the prior written consent of the City in accordance with the requirements of Texas law.

ARTICLE II DEVELOPMENT AND SERVICES

Section 2.01 Land Use. The Land shall be developed in accordance with the standards and requirements set forth in the City's Code of Ordinances, as modified by the PDD.

Section 2.02 Roadways. All roads, including traffic calming improvements, will be designed and constructed in accordance with the PDD and applicable City design and construction standards. Roads will be publicly dedicated or will remain private in accordance with the provisions of the PDD, and the creation of the District will have no impact on the roads already constructed within the Land. For those roads which the Developer elects to remain private, the District or the homeowner's association will be responsible for maintenance and operation.

Section 2.03 City Services. The District will not provide any municipal services. Retail water and wastewater service to the District shall be provided by the City. Retail customers within the Land shall pay the applicable water and sewer rates for customers located within the city limits. Developer shall be responsible for funding and constructing all internal water and wastewater infrastructure improvements required for the City to serve the Project.

Section 2.04 Project Enhancements. In order to ensure a higher quality community, the Developer commits to the following project enhancements: expansion of the trail system with higher quality surfaces and varied uses; additional pocket parks and refined open areas; expansive nature play elements within children play areas; enhanced access to Lake Travis; increased preservation of nature character; distinct entry monumentation, signage, and art features; and amenities designated both for the exclusive use by residents of the Project and for the residents of the City of Lago Vista as further detailed in Section 2.05 below.

Section 2.05 Open Space, Parks, and Parkland Improvements.

(a) The Project will be developed as a master-planned community with substantial parkland, open space, greenbelts, trails, and park improvements. In accordance with the parkland requirements of the City, as modified by the PDD, the portion of the Land designated as "Open Space" in *Exhibit "C"* to the PDD shall include open space, parks, and parkland improvements constructed by Developer that are publicly dedicated, at the discretion of the City, or made publicly accessible by Developer.

(b) Developer shall grant public access with a City-approved irrevocable public access easement to (i) all mountain bike and pedestrian walking trails throughout the Project, (ii) eight (8) pickleball courts with access controls, and (iii) parkland and certain amenities for water recreation and lake access, which shall include a minimum of twelve (12) picnic tables with bar-b-que grills and benches, and a minimum of two (2) shade structures or covered pavilions, to be constructed and installed on approximately twelve (12) acres of shoreline along Lake Travis. Developer will use best efforts, collaboratively with the City, to incorporate a public boat ramp as a public amenity within the Project. Developer shall also construct a resort-style swimming pool and additional sport courts or pickleball courts for the exclusive use by residents of the Project.

(c) Open space shall be dedicated to and maintained by the City in accordance with the PDD. All other parkland and parkland improvements not dedicated to and accepted by the City shall be conveyed to either the District or the homeowner's association ("HOA") for ongoing maintenance. The District or HOA agrees to maintain ownership of the eight (8) pickleball courts and designated parkland within the Project. Maintenance and operational costs for these facilities shall be borne by the District or the HOA, ensuring that the City of Lago Vista is not financially responsible for ongoing upkeep. All amenities within Project will be available to the citizens of Lago Vista, except for the swimming pool.

Section 2.06 Construction and Inspection of Facilities. The Developer is responsible for funding all costs of development and no development costs shall ever become the City's responsibility. The District (or Developer on behalf of the District) shall construct all facilities to serve the Land in accordance with plans and specifications that have been reviewed and approved by the City in accordance

with applicable City ordinances, subdivision regulations, construction standards, and design standards, including but not limited to applicable City fire flow standards and fire hydrants, drainage detention regulations, floodplain regulations, building code, and sign ordinances. The City has the right to inspect all such public infrastructure facilities being constructed by the District to ensure compliance with the approved plans. All water and wastewater facilities will be conveyed to the City upon completion of construction. The District shall own, operate, maintain, and repair drainage and water quality facilities. All public roads, upon completion of construction and acceptance by the City following applicable inspections, will be conveyed to the City and the City agrees to operate and maintain the public roads within the District. Conveyance and acceptance of public facilities will not affect the Developer's right to reimbursement from the District for the cost of any facilities constructed or financed by the Developer.

Section 2.07 Public Infrastructure Contribution.

(a) As a contribution to the costs of expansion of the City's existing wastewater system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to \$1,800,000. Payment will be made out of the proceeds of the first issuance of bonds by the District.

(b) As a contribution to the costs of expansion of the City's existing water system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to \$600,000.00 out of the proceeds of bonds issued by the District that would otherwise be payable to Developer. If the net bond proceeds (after costs of issuance) of the first series of bonds issued by the District is sufficient to pay this sum in full, then payment will be made out of the proceeds of the first issuance of bonds by the District. If the net bond proceeds of the first issuance of bonds is not sufficient to pay this sum and the contribution referenced in Section 2.06(a) above in full, then payment will be made as soon as possible out of the net proceeds of subsequent bonds issued by the District such that the City will receive payment in full prior to the Developer receiving any bond proceeds.

(c) In addition to Developer's rough proportionality contribution required by the Traffic Impact Analysis ("TIA") for improvements to roads located outside the Land that are impacted by the Project (\$199,365), the Developer agrees to pay the City an amount equal to \$590,735.00 to fund the remaining balance of the improvements identified in the TIA. In other words, Developer will additionally contribute the difference between the costs of recommended road improvements identified by the TIA (\$790,100) and Developer's required contribution for such improvements based on the rough proportionality analysis (\$199,365) to fully fund the estimated costs of the road improvements. Within thirty (30) days of creation of the District by the TCEQ, Developer will either (i) issue payment of \$590,735.00 to the City or (ii) notify the City in writing that Developer elects to fully fund and construct all the recommended road improvements identified by the TIA. To the extent the Developer elects to fund and construct the improvements prior to creation of the District, then Developer's payment obligation will be credited accordingly.

(d) The Developer will fund and construct the recommended traffic improvements to the intersection of Boggy Ford Road and Drapers Cove, as identified and required by the TIA, no later than the development of Phase 3 of the Project (as such phase is defined in the PDD).

ARTICLE III ISSUANCE OF BONDS; SETTING TAX RATES

Section 3.01 Issuance of Bonds. The District may issue Bonds from time to time as permitted by the laws of the State of Texas.

Section 3.02 Bond Requirements. All Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of 30 years from the date of issuance of any one series of Bonds; and
- (b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and
- (c) The Bonds expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and
- (d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.
- (e) The District shall be solely responsible for all debts and liabilities, with no financial obligation placed upon the City or Travis County. The issuance of any future bonds shall require voter approval by residents of the District, and any refunding bonds shall maintain the same majority consent. Additionally, new bonds may only be issued for the development of new infrastructure. The City will assume maintenance responsibility for internal roads upon completion of construction.

Section 3.03 Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary notice containing (a) the amount of the Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service of the District, and the District's tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of Bonds, the District shall deliver such certification and notice to the City Secretary at least thirty (30) days prior to the issuance of Bonds, except refunding Bonds, by the District.

Section 3.04 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, the District shall promptly provide such information at no cost to the City.

Section 3.05 Reporting. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE IV AUTHORITY

Section 4.01 Authority. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

ARTICLE V
TERM, ASSIGNMENT AND REMEDIES

Section 5.01 Term. This Agreement shall be effective from the Effective Date and shall continue in effect until dissolution of the District unless this Agreement is sooner terminated due to withdrawal of consent as provided in this Section 5.01. The City's consent to the creation of the District shall be deemed withdrawn and this Agreement shall be void and have no force or effect, including all monetary and dedicatory obligations, if the Developer fails to secure or obtain a final order from the TCEQ granting creation of the District within one (1) year after the Effective Date. Withdrawal of the City's consent due to failure of the Developer to obtain the final order from TCEQ shall have no impact on the validity and enforceability of the PDD.

Section 5.02 Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of all other Parties.

(b) In the event the Developer sells the development, the successor entity shall be required to assume all obligations under this Agreement prior to transfer of ownership. Failure to do so shall constitute a material breach of this Agreement, allowing the City to pursue enforcement measures, including but not limited to financial penalties and development restrictions. Developer may assign this Agreement, in whole or in part, and to any person or entity (an "Assignee"), provided that the following conditions are satisfied:

- (1) Assignee is a successor owner of all or any part of the Land.
- (2) Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements).
- (3) The assignment is in writing executed by Developer and Assignee.
- (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned.
- (5) A copy of the executed assignment is provided to the City within fifteen (15) days after execution.
- (6) The City shall have the right to review and approve any Assignee to ensure financial capability and commitment to fulfilling obligations under this Agreement. The City shall not unreasonably withhold approval but may require evidence of financial viability and development capability prior to consenting to such assignment.
- (7) If an Assignee defaults on any assigned obligations, all obligations under this Agreement shall automatically revert to the Developer, who shall remain financially liable until obligations are fully satisfied. The Developer shall not be released from obligations unless the City affirmatively certifies that all obligations have been met.

(c) It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or nonjudicial. However, any lender or entity acquiring ownership of any portion of the Land through foreclosure or similar means shall be required to assume all obligations under this Agreement prior to transfer of ownership. Failure to do so shall constitute a material breach of this Agreement, allowing the City to pursue enforcement measures, including but not limited to financial penalties, actual damages, specific performances, and attorney fees.

(d) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-party beneficiary.

Section 5.03 Cooperation.

(a) The City, the Developer, and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developers, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of Parties will, until changed as provided below, be as follows:

City: City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645
Attn: City Manager

With Required Copy to:

Messer Fort, PLLC
4201 W. Parmer Ln., Ste. C-150
Austin, Texas 78727
Attn: Bradford Bullock

Developer: Firefly Cove LLC
Firefly Cove Homes LLC
106 Long Mountain

Horseshoe Bay, Texas 78657
Attn: Dirk Gosda

With Required Copy to:

McLean & Howard, L.L.P.
4301 Bull Creek Road, Ste 150
Austin, Texas 78731
Attn: Laci Ehlers

District (to be completed upon its creation):

Firefly Municipal Utility District
c/o McLean & Howard, L.L.P.
4301 Bull Creek Road, Ste 150
Austin, Texas 78731

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. The Developer and the District may, be giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 6.02 Severability; Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 6.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties.

Section 6.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of

which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 6.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 6.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developers certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developers. On its creation, the District shall certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective on the last date of execution by the Developer and the City below (the "Effective Date").

CITY:

CITY OF LAGO VISTA, TEXAS

By: KEVIN SULLIVAN
Name: Kevin Sullivan
Title: Mayor
Date: 3/20/2025

ATTEST:

By: Maria Franco
Name: Maria Franco
Title: City Secretary



DEVELOPER:

FIREFLY COVE LLC,
a Texas limited liability company

By: FC Development LLC,
a Texas limited liability company,
its Manager

By: 
Dirk Gosda, Member

FIREFLY COVE HOMES LLC,
a Texas limited liability company

By: FC Development LLC,
a Texas limited liability company,
its Manager

By: 
Dirk Gosda, Member

DISTRICT:

FIREFLY MUNICIPAL UTILITY DISTRICT
(or other named district)

By: 
Name: ZACHARY CURTIS
Title: PRESIDENT
Date: 11/13/2025

ATTEST:

By: 
Name: Robert Kiddie
Title: Secretary



Exhibit "A"

Metes and Bounds Description of the Land

EXHIBIT "A"

Legal Description

TRACT 1

METES AND BOUNDS DESCRIPTION OF 286.85 ACRES, MORE OR LESS, SAVE AND EXCEPT 2.504 ACRES AND 2.899 ACRES, LEAVING 281.45 ACRES, MORE OR LESS,

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 286.85 ACRES OF LAND, MORE OR LESS, A PORTION OF THE FOLLOWING SURVEYS: D. & W. R.R. CO. SURVEY NO. 99, ABSTRACT NO. 246; RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754; C.E.P.I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191; MALINDA SETTLE SURVEY NO. 49, ABSTRACT NO. 2126; W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587; LEWIS LINDSAY SURVEY NO. 265, ABSTRACT NO. 2171; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, IN TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 289.40 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TRAVIS MEADOW, LP IN DOCUMENT NO. 2006125525, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.413 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 2714, PAGE 315, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.44 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 3223, PAGE 513, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 22.97 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED TO GEORGE LARRY VINSON AND WIFE, JEAN VINSON IN VOLUME 6021, PAGE 178, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 16.08 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID LEWIS LINDSAY SURVEY NO. 265, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 6561, PAGE 242, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 785 SQUARE FOOT TRACT OF LAND OR 0.018 OF ONE ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 10321, PAGE 422, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 12.611 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SAID MALINDA SETTLE SURVEY NO. 49, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 11949, PAGE 88, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 2.393 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12092, PAGE 1825, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 23.276 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO G. L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12627, PAGE 676, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.337 OF ONE

ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 12667, PAGE 479, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 2.036 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 12717, PAGE 693, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AS PREPARED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin with plastic cap set in rock in the south line of Boggy Ford Road for the northeast corner of that 2.393 acre tract of land, a portion of the W. A. Cook Survey No. 100, Abstract No. 2605 and a portion of the D. & W. R.R. Co. Survey No. 99, Abstract No. 246, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 12092, Page 1825, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and northeast corner of the herein described tract;

(1) THENCE with the east line of the said Vinson 2.393 acre tract, S 29°17'38" W 115.71 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 2.393 acre tract and the northeast corner of that 22.97 acre tract of land, a portion of the said W. A. Cook Survey No. 100 and a portion of the said D. & W. RR. Co. Survey No. 99, as described in a Warranty Deed to George Larry Vinson and wife, Jean Vinson in Volume 6021, Page 178, Deed Records of Travis County, Texas, said 1/2" steel pin found being also an angle point in the west line of that 169.54 acre tract, a portion of the said D. & W. R.R. Co. Survey No. 99 and a portion of the Richard Craig Survey No. 1867, Abstract No. 2754, in Travis County, Texas, as described in Special Warranty Deed to Luna Groseclose, Ltd. in Volume 13237, Page 1233, Real Property Records of Travis County, Texas, said 1/2" steel pin found being also a corner of that approximately 100 acres of land, a portion of the said D. & W. R.R. Co. Survey No. 99, and others in Travis County, Texas, as conveyed in a Special Warranty Deed to Linda L. Groseclose, Trustee of the Linda Groseclose 1998 Intervives Trust in Document No. 2002229115, Official Public Records of Travis County, Texas;

(2) THENCE with the east line of the said Vinson 22.97 acre tract and along or near the west line of the said Luna Groseclose, Ltd. 169.54 acre tract, S 28°30'09" W 715.19 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 22.97 acre tract and the northeast corner of that 23.276 acre tract of land, a portion of the said D. & W. RR Co. Survey No. 99, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to G. L. Vinson in Volume I2627, Page 676, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Vinson 23.276 acre tract and being along or near the west line of the said Luna-Groseclose, Ltd. I69.54 acre tract, courses numbered 3 through 6 inclusive as follows:

(3) S 28°20'51" W 1360.82 feet to a 5/8" steel pin found;
(4) S 29°00'46" W 290.69 feet to a 1/2" steel pin found;
(5) S 27°42'20" W 622.13 feet to a cedar hub and rock mound found (cedar hub replaced with a 1/2" steel pin with plastic cap) at the southeast corner of the said Vinson 23.276 acre tract and in an east line of that 278.36 acre tract of land, save and except I9.27 acres of land, a portion of the said W. A. Cook Survey No. 100, and others, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page I469, Deed Records of Travis County, Texas;

THENCE with the east line of the said Vinson 278.36 acre tract of land, save and except I9.27 acres of land and being along or near the west line of the said Luna Groseclose Ltd. 169.54 acre tract, courses numbered 6 through 8 inclusive as follows:

(6) S 27°42'20" W 36.85 feet to a 1/2" steel pin with plastic cap set in rock;
 (7) S 29°28'32" W 349.04 feet to a 60d nail found in rock;
 (8) S 27°59'05" W 335.17 feet to a 3/4" iron pipe found in or near the south line of the said Richard Craig Survey No. 1867 and in or near the north line of the C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, at an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being at or near the southwest corner of the said Luna Groseclose, Ltd. 169.54 acre tract, for an interior corner of the herein described tract;

(9) THENCE along or near the south line of the said Richard Craig Survey No. 1867 and along or near the north line of the said C. E. P. I. & M Co. Survey No. 173, and being also with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the south line of the said Luna Groseclose Ltd. 169.54 acre tract, S 62°03'05"E 43.51 feet to a calculated point in the center of Cox Hollow, for a northeast corner of the herein described tract;

THENCE with the centerline of Cox Hollow, said centerline being the thread of the stream when dry, and being along or near the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and along the west line of that 68.20 acre tract of land, a portion of the said C. E. P. I. & M. Co. Survey No. 173, as described in a deed to Old Farm Development Corporation in Volume 3779, Page 2098, Deed Records of Travis County, Texas, courses numbered 10 through 27 inclusive as follows:

- (10) S 17°08'50" E 103.86 feet to a calculated point;
- (11) S 23°47'44" W 130.00 feet to a 100d nail set;
- (12) S 37°06'25" W 143.81 feet to a 100d nail set;
- (13) S 23°35'56" W 177.70 feet to a 100d nail set;
- (14) S 24°31'28" W 206.37 feet to a calculated point, now submerged by the waters of Lake Travis;
- (15) S 7°46'47" W 92.45 feet to a calculated point, now submerged by the waters of Lake Travis;
- (16) S 0°54'56" E 72.78 feet to a calculated point, now submerged by the waters of Lake Travis;
- (17) S 13°18'04" W 138.43 feet to a calculated point, now submerged by the waters of Lake Travis;
- (18) S 6°48'27" W 128.00 feet to a calculated point, now submerged by the waters of Lake Travis;
- (19) S 10°17'54" W 62.36 feet to a calculated point, now submerged by the waters of Lake Travis;
- (20) S 29°06'52" W 65.69 feet to a calculated point, now submerged by the waters of Lake Travis;
- (21) S 4°52'46" E 45.22 feet to a calculated point, now submerged by the waters of Lake Travis;
- (22) S 28°47'39" E 51.37 feet to a calculated point, now submerged by the waters of Lake Travis;
- (23) S 38°38'14" E 99.83 feet to a calculated point, now submerged by the waters of Lake Travis;
- (24) S 46°39'26" E 38.86 feet to a calculated point, now submerged by the waters of Lake Travis;
- (25) S 31°33'27" E 56.88 feet to a calculated point, now submerged by the waters of Lake Travis;
- (26) S 19°46'23" W 70.23 feet to a calculated point, now submerged by the waters of Lake Travis;
- (27) S 50°06'51" W 226.38 feet to a calculated point, now submerged by the waters of Lake Travis, in the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the Malinda Settle Survey No. 49, Abstract No. 2126, said calculated point being a southwest corner of the said Vinson

278.36 acre tract of land, save and except 19.27 acres of land and in the east line of that 100 acre tract of land, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, designated as First Tract and described in a deed to the Lower Colorado River Authority in Volume 630, Page 91, Deed Records of Travis County, Texas, for a south corner of the herein described tract;

(28) THENCE with the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the said Malinda Settle Survey No. 49, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Lower Colorado River Authority First Tract of 100 acres, N 1°23'48" W 202.69 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for the southeast corner of that 12.611 acre tract, more or less, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the south line of the said Vinson 12.611 acre tract, more or less, said line being the 670 mean sea level contour line, courses numbered 29 through 45 inclusive as follows:

- (29) S 53°56'05" W 39.99 feet to a 1/2" steel pin with plastic cap set;
- (30) S 70°14'23" W 26.18 feet to a 1/2" steel pin with plastic cap set;
- (31) S 74°58'16" W 55.31 feet to a 1/2" steel pin with plastic cap set;
- (32) S 82°39'15" W 86.13 feet to a 1/2" steel pin with plastic cap set;
- (33) N 74°05'46" W 127.57 feet to a 1/2" steel pin with plastic cap set;
- (34) N 81°46'22" W 131.95 feet to a 1/2" steel pin with plastic cap set;
- (35) N 49°10'30" W 32.48 feet to a 1/2" steel pin with plastic cap set;
- (36) N 37°33'32" W 201.96 feet to a 1/2" steel pin with plastic cap set;
- (37) N 16°31'49" W 41.94 feet to a 1/2" steel pin with plastic cap set;
- (38) N 24°31'07" W 82.63 feet to a 1/2" steel pin with plastic cap set;
- (39) N 1°48'54" E 50.84 feet to a 1/2" steel pin with plastic cap set;
- (40) S 66°09'31" W 39.52 feet to a 1/2" steel pin with plastic cap set;
- (41) N 77°35'09" W 36.64 feet to a 1/2" steel pin with plastic cap set;
- (42) N 88°48'29" W 39.29 feet to a 1/2" steel pin with plastic cap set;
- (43) N 51°26'09" W 26.84 feet to a 1/2" steel pin with plastic cap set;
- (44) N 24°38'44" W 23.04 feet to a 1/2" steel pin with plastic cap set;
- (45) N 62°20'22" W 48.41 feet to a 1/2" steel pin with plastic cap set in the centerline of Drapers

Cove, said centerline being the thread of the stream when dry, for the southwest corner of the said Vinson 12.611 acre tract, more or less, and in an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

THENCE with the centerline of Drapers Cove and with an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 46 through 53 inclusive as follows:

- (46) S 48°19'25" E 25.38 feet to a calculated point;
- (47) S 20°39'30" E 51.32 feet to a calculated point;
- (48) S 40°07'29" E 40.37 feet to a calculated point;
- (49) S 86°55'38" E 84.58 feet to a calculated point, now submerged by the waters of Lake Travis;
- (50) S 12°50'07" E 64.32 feet to a calculated point, now submerged by the waters of Lake Travis;
- (51) S 16°08'21" E 95.68 feet to a calculated point, now submerged by the waters of Lake Travis;
- (52) S 3°50'31" E 104.89 feet to a calculated point, now submerged by the waters of Lake

Travis;

(53) S 19°56'11" E 83.45 feet to a calculated point, now submerged by the waters of Lake Travis, for a southeast corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(54) THENCE with a south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 88°47'25" W at 80.44 feet passing a 1/2" steel pin with plastic cap set, in all 149.40 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for an interior corner of the herein described tract;

THENCE with an east and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said line being the 670 mean sea level contour line, courses numbered 55 through 59 inclusive as follows:

(55) S 10°10'52" E 28.02 feet to a 1/2" steel pin with plastic cap set;
(56) S 86°28'21" W 116.94 feet to a 1/2" steel pin with plastic cap set;
(57) S 79°18'44" W 153.36 feet to a 1/2" steel pin with plastic cap set;
(58) S 38°14'07" W 57.81 feet to a 1/2" steel pin with plastic cap set;
(59) S 71°13'56" W 90.90 feet to a calculated point at the intersection of the southerly extension of the east line of that 0.29 of one acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Robert L. Bullock and Debra M. Bullock in Document No. 2002181885, Official Public Records of Travis County, Texas, for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a southwest corner of the herein described tract;

THENCE with the southerly extension of the east line of the said Bullock 0.29 of one acre tract and with the east line of the said Bullock 0.29 of one acre tract, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 60 through 61 inclusive as follows:

(60) N 0°47'42" W at 13.99 feet passing a 1/2" iron pipe found, in all 244.09 feet to a 5/8" steel pin found;

(61) N 0°19'50" W 261.39 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Bullock 0.29 of one acre tract, for an interior corner of the herein described tract;

THENCE with the northeast line of the said Bullock 0.29 of one acre tract and the northeast line of that 0.974 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed to Dianne E. Greig in Document No. 2002095894, Official Public Records of Travis County, Texas, and being also with a northeast line of that 0.86 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed With Vendor's Lien to Gary L. Lipscomb in Volume 12492, Page 886, Real Property Records of Travis County, Texas, and with a southwest line of the Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 62 through 64 inclusive as follows:

(62) N 55°27'12" W 30.61 feet to a 1/2" steel pin with plastic cap found (B:MI) at the north or northwest corner of the said Bullock 0.29 of one acre tract and the northeast corner of the said Greig 0.974 of one acre tract;

(63) N 49°59'45" W 100.40 feet to a PK nail set in concrete in a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for the north or northwest corner of the said Greig 0.974 of one acre tract and the northeast corner of the said Lipscomb 0.86 of one acre tract;

(64) N 57°05'48" W 90.63 feet to a 3/4" iron pipe found in a southeast line of a private street,

locally known as Drapers Cove at the north corner of the said Lipscomb 0.86 of one acre tract and an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a west corner of the herein described tract;

(65) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, with an east line of Drapers Cove, N 19°06'38"E 43.84 feet to a PK nail set in concrete for the west corner of that 1.43 acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Robert L. Bullock et ux, Debra M. Bullock in Volume 12698, Page 3161, Real Property Records of Travis County, Texas, for a north corner of the herein described tract;

THENCE with the southwest and south line of the said Bullock 1.43 acre tract, courses numbered 66 through 68 inclusive as follows:

(66) S 50°13'56" E 234.77 feet to a 3/4" steel pin found;
(67) N 81°39'34" E 100.80 feet to a 1/2" iron pipe found;
(68) N 76°19'43" E 190.91 feet to a 1/2" steel pin found in or near the centerline of Draper Cove at the southeast corner of the said Bullock 1.43 acre tract, for an interior corner of the herein described tract;

(69) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 20°16'36"W 168.19 feet to a 1/2" steel pin found at the south corner of that 0.403 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141 and a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Andrea Claire Williams Scott, et al in Volume 8644, Page 666, Deed Records of Travis County, Texas;

(70) THENCE with the east line of the said Scott et al 0.403 of one acre tract, N 5°39'06" W at 70.92 passing the intersection of the east line of the said Scott, et al 0.403 of one acre tract with the west line of the said Vinson 12.611 acre tract, at 77.09 passing a 3/4" iron pipe found 0.13 of one foot west of line, in all 163.86 feet to a 3/4" iron pipe in concrete found in the north line of the said Vinson 12.611 acre tract, said 3/4" iron pipe found in concrete being in or near the south line of the said W. A. Cook Survey No. 141 and in or near the north line of the said Malinda Settle Survey No. 49;

(71) THENCE with the east line of the said Scott, et al 0.403 of one acre tract and the northerly extension of the east line of the said Scott, et al 0.403 of one acre tract, N 5°38'12" W at 48.35 feet passing a 1/2" steel pin found at the northeast corner of the said Scott, et al 0.403 of one acre tract, in all 58.40 feet to 1/2" steel pin with plastic cap set for at the intersection of a line thirty (30) feet southwest of the occupied northeast line of Drapers Cove;

THENCE with said line thirty (30) feet west and southwest of the occupied east line of Drapers Cove, courses numbered 72 through 77 inclusive as follows:

(72) N 47°40'45" W 21.11 feet to a 1/2" steel pin with plastic cap set;
(73) N 37°59'27" W 35.85 feet to a 1/2" steel pin with plastic cap set;
(74) N 34°34'18" W 65.60 feet to a 1/2" steel pin with plastic cap set;
(75) N 27°02'45" W 64.76 feet to a 1/2" steel pin with plastic cap set;
(76) N 23°52'32" W 22.26 feet to a 1/2" steel pin with plastic cap set;
(77) N 36°08'40" W 13.08 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.384 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 10591, Page 503, Real Property Records of Travis County, Texas;

(78) THENCE with the east line of the said Vinson 0.384 of one acre tract, N 7°08'31" W 6.39 to a 1/2" steel pin found in a southwest line of Drapers Cove at the northeast corner of the said Vinson 0.384 of one acre tract, for an interior corner of the herein described tract;

(79) THENCE with the south line of Drapers Cove and the north line of the said Vinson 0.384 of one acre tract, N 57°38'24" W 61.01 feet to a 1 1/2" steel pin with plastic cap set for the northwest corner of the said Vinson 0.384 of one acre tract and the northeast corner of that 0.366 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to James Burnett and wife, Margie Burnett in Volume 4185, Page 157, Deed Records of Travis County, Texas, said tract now shown by the Travis Central Appraisal District to be in the name of Travis Duncan and Nikki Perrotta by virtue of a Contract of Sale;

(80) THENCE with the south line of Drapers Cove and the north line of the said Burnett 0.366 of one acre tract, N 69°34'19" W 102.62 feet to a 5/8" steel pin found at the northwest corner of the said Burnett 0.366 of one acre tract, for an interior corner of the herein described tract;

(81) THENCE with the west line of the said Burnett 0.366 of one acre tract, S 16°07'25" W 171.81 feet to a 5/8" steel pin found leaning west at the southwest corner of the said Burnett 0.366 of one acre tract and at a corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(82) THENCE with a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 37°05'29"E 5.09 feet to a 1/2" steel pin with plastic cap set for the northeast corner of that 0.583 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Michael David O'Cooley in Volume 13367, Page 1876, Real Property Records of Travis County, Texas, for a southeast corner of the herein described tract;

(83) THENCE with the north line of the said O'Cooley 0.583 of one acre tract, N 72°46'09" W 145.42 feet to a 1/2" steel pin found in an east line of Drapers Cove at the northwest corner of the said O'Cooley 0.583 of one acre tract, for a southwest corner of the herein described tract;

THENCE with an east and south line of Drapers Cove, courses numbered 84 through 87 inclusive as follows:

(84) N 25°44'52" W 154.57 feet to a 1/2" steel pin found;

(85) N 10°42'26" W 52.06 feet to a calculated point at a non-tangent point of curve;

(86) with a curve to the right an arc distance of 26.06 feet, said curve having a radius of 30.41 feet, a central angle of 49°06'20", and a chord of which bears N 12°51'30" E 25.27 feet to a calculated point at a non-tangent point of compound curve;

(87) with a curve to the right an arc distance of 48.12 feet, said curve having a radius of 42.26 feet, a central angle of 65°14'01", and a chord of which bears N 70°00'00" E 45.56 feet to a calculated point, for an interior corner of the herein described tract;

(88) THENCE crossing Drapers Cove N 12°37'00"E 30.00 feet to 1/2" steel pin found in the curving north line of Drapers Cove at the most northerly southeast corner of that 7.63 acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed with Vendor's Lien to Herbert J. Wasson and Emilie V. Harris in Document No. 1999081472, Official Public Records of Travis County, Texas;

THENCE with the east, northeast and east line of the said Wasson and Harris 7.63 acre tract, courses numbered 89 through 93 inclusive as follows:

(89) N 21°37'12"W 153.07 feet to a 1/2" steel pin found;

(90) N 50°48'26"W 110.62 feet to a 1/2" steel pin found;
(91) N 50°47'24"W 183.14 feet to a 1/2" steel pin found;
(92) N 50°52'55" W 200.07 feet to a 1/2" steel pin with plastic cap found (RPLS1847);
(93) N 4°53'49" W 90.39 feet to a cotton gin spindle found at the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the south line of the said Melcher Second Tract of 0.34 of one acre and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Betty A Melcher in Volume 11067, Page 480, Real Property Records of Travis County, Texas, courses numbered 94 through 96 inclusive as follows:

(94) S 79°18'15" E 99.97 feet to a 1/2" steel pin found at the southeast corner of the said Melcher Second Tract of 0.34 of one acre and the southwest corner of the said Melcher First Tract of 0.34 of one acre;

(95) S 55°24'46"E 100.05 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Melcher First Tract of 0.34 of one acre and the southwest corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas;

(96) S 64°50'42" E 99.98 feet to a 1/2" steel pin found in concrete at the southeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(97) THENCE with the east line of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, N 4°34'46" E 149.70 feet to a 1/2" steel pin found in the south line of a private street, locally known as Draper Mountain Trail at the northeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

(98) THENCE with a south line of Draper Mountain Trail, S 68°33'57" E 199.43 feet to a 1/2" steel pin found at the northwest corner of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Helen E. Melcher in Document No. 2002101212, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

(99) THENCE with the west line of the said Helen E. Melcher 0.33 of one acre tract, S 4°33'00" W 149.18 feet to a 5/8" steel pin found at the southwest corner of the said Helen E. Melcher 0.33 of one acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Helen E. Melcher 0.33 of one acre and the south line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to J. E. Laird and wife, Ruby Lee Laird in Volume 9709, Page 693, Real Property Records of Travis County, Texas, courses numbered 100 through 101 inclusive as follows:

(100) S 68°48'30"E 99.46 feet to a 5/8" steel pin found at the southeast corner of the said Helen Melcher 0.34 of one acre tract and the southwest corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas;

(101) S 66°52'33"E 97.19 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas, and the southwest corner of the said 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit C in an Owner Finance Warranty Deed With Vendor's Lien to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 8402, Page 362, Deed Records of Travis County, Texas;

THENCE with the south line of the said Laird 0.17 of one acre tract as described in Exhibit C and with the south line of that 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Bin said deed of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit A in said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Din said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, courses numbered 102 through 105 inclusive as follows:

(102) S 72°37'18" E 50.11 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.17 of one acre tract as described in Exhibit B;

(103) S 78°57'21" E 52.29 feet to a 1/2" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit A;

(104) S 73°16'24" E 99.86 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit A and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit D;

(105) S 80°03'24" E 100.14 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit D and the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a Warranty Deed to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 10897, Page 889, Real Property Records of Travis County, Texas;

THENCE with the south line of the said Laird Second Tract of 0.34 of one acre and with the southwest line of that 0.31 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said Warranty Deed to Laird of record in Volume 10897, Page 889, Real Property Records of Travis County, Texas, courses numbered 106 through 107 inclusive as follows;

(106) S 68°03'24" E 99.72 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird Second Tract of 0.34 of one acre and the southwest corner of the said Laird First Tract of 0.31 of one acre;

(107) S 57°28'24" E 100.07 feet to a 3/4" steel pin found at the southeast corner of the said Laird First Tract of 0.31 of one acre and the southwest corner of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Harold J. Nelson and Ann Marie Gibbs St. Martin in Document No. 2003123239, Official Public Records of Travis County, Texas;

(108) THENCE with the south or southwest line of the said Nelson and St. Martin 0.30 of one acre tract, S 53°34'00" E 100.52 feet to a 3/4" steel pin found in the west line of that 1.002 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty

Deed to Stephen K. Nagl and Gay F. Nagl in Document No. 2004187346, Official Public Records of Travis County, Texas, and at the southeast corner of the said Nelson and St. Martin 0.30 of one acre tract, for a northeast corner of the herein described tract;

(109) THENCE with the west line of the said Nagl 1.002 acre tract, S 4°56'14" W 99.70 feet to a 1/2" steel pin with plastic cap set for the southwest corner of the said Nagl 1.002 acre tract, for an interior corner of the herein described tract;

(110) THENCE with the south line of the said Nagl 1.002 acre tract, S 77°09'46" E 192.14 feet to a 1 1/2" steel pin found in the west line of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, and at the southeast corner of the said Nagl 1.002 acre tract, for a northeast corner of the herein described tract;

(111) THENCE with the west line of the said Temple 1.462 acre tract, S 4°54'33" W 95.90 feet to a 1 1/2" steel pin found at the southwest corner of the said Temple 1.462 acre tract, for an interior corner of the herein described tract;

(112) THENCE with the south line of the said Temple 1.462 acre tract, S 85°06'26" E 199.92 feet to a 1/2" steel pin found at the southeast corner of the said Temple 1.462 of one acre tract, for an interior corner of the herein described tract;

(113) THENCE with the east line of the said Temple 1.462 acre tract, N 4°55'09" E 318.00 feet to a 1/2" steel pin found in the south line of Draper Mountain Trail at the northeast corner of the said Temple 1.462 acre tract;

(114) THENCE crossing Draper Mountain Trail and the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 36°27'01" W 155.00 feet to a calculated point on the north side of Draper Mountain Trail, for an interior corner of the herein described tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being along or near the north line of Draper Mountain Trail, courses numbered 115 through 118 inclusive as follows:

(115) S 62°21'16" W 116.00 to a calculated point;

(116) S 89°19'49" W 88.20 to a calculated point;

(117) N 62°35'36" W 95.48 to a calculated point;

(118) N 54°41'26" W 49.09 to a 1/2" steel pin with plastic cap set for the southeast corner of that 2,512 square foot tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12603, Page 162, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east line of the said Nelson 2,512 square foot tract and the east line of the 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract I and described in a Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75, Real Property Records of Travis County, Texas, courses numbered 119 through 120 inclusive as follows:

(119) N 2°21'38" E 41.40 feet to a 1/2" steel pin found at the northeast corner of the said Nelson 2,512 square foot tract and the southeast corner of the said Nelson Tract I of 0.32 of one acre;

(120) N 2°21'38" E 62.09 feet to a calculated point for a northwest corner of the herein described

tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 121 through 123 inclusive as follows:

(121) S 87°38'22"E 86.44 feet to a calculated point for an interior corner of the herein described tract;

(122) N 8°25'55"E 58.35 feet to a calculated point for an interior corner of the herein described tract;

(123) N 69°50'17" W 97.27 feet to a 1/2" steel pin found at the northeast corner of the said Nelson Tract I of 0.32 of one acre;

THENCE with the north line of the said Nelson Tract I of 0.32 of one acre and the north line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract II and described in a said Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75 Real Property Records of Travis County, Texas, and being also with the north line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12666, Page 143, Real Property Records of Travis County, Texas, courses numbered 124 through 126 inclusive as follows:

(124) N 69°50'17" W 99.93 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract I of 0.32 of one acre and the northeast corner of the said Nelson Tract II of 0.32 of one acre;

(125) N 69°49'01" W 99.75 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract IT of 0.32 of one acre and the northeast corner of the said Nelson 0.33 of one acre;

(126) N 69°49'32" W 99.96 feet to a 1/2" steel pin found at the northwest corner of the said Nelson 0.33 of one acre and the northeast corner of that 0.337 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 12667, Page 479, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(127) THENCE with the west line of the said Nelson 0.33 of one acre and the east line of the said Vinson 0.337 of one acre, S 2°25'41" W 149.75 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southwest corner of the said Nelson 0.33 of one acre and the southeast corner of the said Vinson 0.337 of one acre, for a southeast corner of the herein described tract;

THENCE along or near the north line of Draper Mountain Trail, courses numbered 128 through 130 inclusive as follows:

(128) N 73°11'00" W 99.95 feet to a 1/2" steel pin found;

(129) N 73°13'38" W 99.89 feet to a 1/2" steel pin found;

(130) N 72°29'39" W 299.84 feet to a 1/2" iron pipe found in the north line of Draper Mountain Trail at the southeast corner of that 0.689 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Jeffrey Press and wife, Kimberly Press in Document No. 2005052503, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east, north and west line of the said Press 0.689 of one acre, courses numbered 131 through 133 inclusive as follows:

(131) N 3°38'16"E 310.87 feet to a 1/2" steel pin found at the northeast corner of the said Press 0.689 of one acre, for an interior corner of the herein described tract;

(132) N 72°00'09"W 99.95 feet to a 1/2" steel pin found at the northwest corner of the said Press 0.689 of one acre, for an interior corner of the herein described tract;

(133) S 3°34'26" W 309.22 feet to a 1/2" steel pin found at the southwest corner of the said Press 0.689 of one acre, for a southeast corner of the herein described tract

THENCE along or near the north line of Draper Mountain Trail, courses numbered 134 through 136 inclusive as follows:

(134) N 64°43'09"W 132.92 feet to a calculated point;

(135) N 53°40'31" W 93.64 feet to a 1/2" steel pin found;

(136) N 80°04'01" W 71.03 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southeast corner of that 6.908 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Special Warranty Deed to Jeffrey C. Nieland in Volume 12456, Page 1740, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

(137) THENCE with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Nieland 6.908 acre tract, N 22°25'20" W 509.97 feet to a 112" steel pin found in the east line of the said Nieland 6.908 acre tract at a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 112" steel pin found being also the southwest corner of that 10.26 acre tract, a portion of the said W. A. Cook Survey No. 141 and the Lewis Lindsey Survey No. 265, Abstract No. 2171, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to William G. McHugh in Document No. 2002035207, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

(138) THENCE with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and with the south line of the said McHugh 10.26 acre tract, N 73°24'11"E 388.72 feet to a 112" steel pin found at the southeast corner of the said McHugh 10.26 acre tract and a southwest or west corner of that 16.08 acre tract, a portion of the said W. A. Cook Survey No. 141 and the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 6561, Page 242, Deed Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the west line of the said Vinson 16.08 acre tract and the east line of the said McHugh 10.26 acre tract, courses numbered 139 through 140 inclusive as follows:

(139) N 28°15'50" E 176.77 feet to a 1/2" steel pin found;

(140) N 22°33'24" W 990.27 feet to a 1/2" steel pin found at the northwest corner of the said Vinson 16.08 acre tract and a northeast corner of the said McHugh 10.26 acre tract, said 1/2" steel pin found being the southwest corner of that 12.28 acre tract, a portion of the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to Charles D. Van Cleave and wife, Gloria J. Van Cleave in Volume 3483, Page 1915, Deed Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the north line of the said Vinson 16.08 acre tract and the south line of the said Van Cleave 12.28 acre tract, courses numbered 141 through 143 inclusive as follows:

(141) S 60°43'10" E 10.08 feet to a 112" steel pin found;

(142) S 62°17'30" E 243.12 feet to a 1/2" steel pin found;

(143) S 66°41'16" E 892.77 feet to a 1/2" steel pin found in a west line of a private road, locally known as Drapers Cove and in a west line of the said Vinson 278.36 acre tract of land, save and except

19.27 acres of land, said 1/2" steel pin found being the northeast corner of the said Vinson 16.08 acre tract and the southeast corner of the said Van Cleave 12.28 acre tract, for an interior corner of the herein described tract;

THENCE with the west, southwest and south line of Drapers Cove and a west, southwest and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being also with the east, northeast and north line of the said Van Cleave 12.28 acre tract, courses numbered 144 through 149 inclusive as follows;

(144) N 3°51'52" E 360.05 feet to a 1/2" steel pin found;
(145) N 3°57'18" W 99.86 feet to a 1/2" steel pin found;
(146) N 32°37'26" W 99.98 feet to a 1/2" steel pin found;
(147) N 58°16'12" W 229.98 feet to a 1/2" steel pin found;
(148) N 64°47'35" W 359.96 feet to a 1/2" steel pin found;
(149) N 58°26'35" W 64.23 feet to a 1/2" steel pin with plastic cap set in asphalt for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and a southeast corner of that unplatted tract of land, a portion of the said Lewis Lindsey Survey No. 265 and the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Other and conveyed in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 150 through 152 inclusive as follows:

(150) N 15°13'35" W 8.15 feet to a 1/2" steel pin found;
(151) N 15°22'02" W 46.75 feet to a 1/2" steel pin found;
(152) N 7°16'06" E 37.39 feet to a 1/2" steel pin found near corner offence at an angle point in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 153 through 154 inclusive as follows:

(153) N 27°22'59" E 41.77 feet to a 1/2" steel pin with plastic cap set near corner of fence;
(154) N 44°25'04" E 255.79 feet to a 1/2" steel pin found near corner offence in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 155 through 175 inclusive as follows:

(155) N 42°31'20" E 71.53 feet to a 1/2" steel pin found;

(156) N 30°29'16" E 138.99 feet to a 3/4" steel pin found;
 (157) N 23°45'46" E 31.51 feet to a 3/4" steel pin found;
 (158) N 9°35'18" E 66.85 feet to a 3/4" steel pin found;
 (159) N 0°26'11" E 77.65 feet to a 3/4" steel pin found;
 (160) N 12°19'05" W 48.11 feet to a 1/2" steel pin found;
 (161) N 20°19'58" W 53.72 feet to a 1/2" steel pin found;
 (162) N 25°57'16" W 142.29 feet to a mag nail in concrete found;
 (163) N 30°27'22" W 168.99 feet to a 1/2" steel pin found;
 (164) N 9°59'50" W 46.13 feet to a 1/2" steel pin found;
 (165) N 12°16'16" E 53.36 feet to a 1/2" steel pin found;
 (166) N 33°12'28" E 86.45 feet to a 1 1/2" steel pin found;
 (167) N 39°14'08" E 61.65 feet to a 1/2" steel pin found;
 (168) N 46°15'39" E 125.89 feet to a 1/2" steel pin found;
 (169) N 49°18'43" E 172.95 feet to a 1/2" steel pin found;
 (170) N 40°09'23" E 67.97 feet to a 1/2" steel pin found;
 (171) N 35°08'07" E 76.10 feet to a 1/2" steel pin found;
 (172) N 30°26'05" E 75.81 feet to a 1/2" steel pin found;
 (173) N 22°03'18" E 54.10 feet to a 1/2" steel pin found;
 (174) N 16°46'39" E 441.15 feet to a 1/2" steel pin found;
 (175) N 1°34'56" W 35.01 feet to a 1/2" steel pin with plastic cap set in or near the east line of that 4.349 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Substitute Trustee's Deed to Hugh Beadles in Volume 13019, Page 990, Real Property Records of Travis County, Texas, for the northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin with plastic cap set being at or near the north corner of the said unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for the northwest corner of the herein described tract;

THENCE crossing Drapers Cove with the north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and with the south line of that 2.399 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Robert S. Blackburn and Ruth S. Blackburn, Trustees in Document No. 2002024812, Official Public Records of Travis County, Texas, and being also with the south line of that 1.055 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to the Christian Science Society in Volume 9086, Page 678, Real Property Records of Travis County, Texas, courses numbered 176 through 179 inclusive as follows:

(176) N 86°39'51" E 156.01 feet to a PK nail found in top of a wood fence post;
 (177) S 61°15'09" E 485.79 feet to a 1/2" steel pin with plastic cap found (RPLS 1847);
 (178) S 63°02'26" E 51.54 feet to a 1/2" steel pin found at the southeast corner of the said Blackburn 2.399 acre tract and at the southwest corner of the said Christian Science Society 1.055 acre tract;

(179) S 62°57'16" E 241.25 feet to a 1/2" steel pin found at the southeast corner of the said Christian Science Society 1.055 acre tract and at the southwest corner of that 2.036 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 12717, Page 693, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(180) THENCE with the west line of the said Vinson 2.036 acre tract and with the east line of the said Christian Science Society 1.055 acre tract, N 31°28'45" E 196.07 feet to a 1/2" steel pin found in the south line of Boggy Ford Road at the northwest corner of the said Vinson 2.036 acre tract and the

northeast corner of the said Christian Science Society 1.055 acre tract, for a northwest corner of the herein described tract;

THENCE with south and southwest line of Boggy Ford Road and with the north and northeast line of the said Vinson 2.035 acre tract, courses numbered 181 through 182 inclusive as follows:

(181) S 65°33'05"E 316.18 feet to a 1/2" steel pin with plastic cap set at point of curve;

(182) with a curve to the right, an arc distance of 175.77 feet, said curve having a radius of 291.06 feet, a central angle of 34°36'02" and a chord of which bears S 48°15'27" E 173.11 feet to a 1/2" steel pin found at the east corner of the said Vinson 2.035 acre tract and the north corner of that 1.00 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, for an east corner of the herein described tract;

(183) THENCE with the south line of the said Vinson 2.035 acre tract and the north line of the said Travis Oaks Baptist Church 1.00 acre tract, S 63°09'53"W 205.60 feet to a 1/2" steel pin with plastic cap set in a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land for the southeast corner of the said Vinson 2.035 acre tract and the west corner of the said Travis Oaks Baptist Church 1.00 acre tract, said a 1/2" steel pin with plastic cap set being also set for the north corner of that 1.712 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Document No. 2000050175, Official Public Records of Travis County, Texas, and the northwest corner of that 2.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Travis Oaks Baptist Church in Volume 9007, Page 882, Real Property Records of Travis County, Texas;

(184) THENCE with the north line of the said Travis Oaks Baptist Church 1.712 acre tract, S 63°01'58" W 464.04 feet to a 1/2" steel pin found at the west corner of the said 1.712 acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Travis Oaks Baptist Church 1.712 acre tract and the south line of the said Travis Oaks Baptist Church 2.000 acre tract, courses numbered 185 through 186 inclusive as follows:

(185) S 57°24'26" E 373.77 feet to a 1/2" steel pin found at the southeast corner of the said Travis Oaks 1.712 acre tract and the southwest corner of the said Travis Oaks 2.000 acre tract;

(186) S 57°24'03" E 160.48 feet to a 1/2" steel pin with plastic cap set for the northwest corner of a 2.000 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Susan Montana in Document No. 2006113603, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

THENCE with the west and southwest line of the said Montana 2.000 acre tract, courses numbered 187 through 191 inclusive as follows:

(187) S 35°12'33"W 181.07 feet to a 1/2" steel pin with plastic cap set;

(188) S 21°39'36" W 154.09 feet to a 1/2" steel pin with plastic cap set;

(189) S 11°48'20" E 85.36 feet to a 1/2" steel pin with plastic cap set;

(190) S 33°00'20" E 72.52 feet to a 1/2" steel pin with plastic cap set in rock;

(191) S 53°37'26"E 260.49 feet to a 1/2" steel pin with plastic cap set in the west line of that 1.479 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack Montana and wife, Susan Koerner in Document No. I999084833, Official Public Records of Travis County, Texas;

THENCE with the west line of the said Montana Tract I of 1.479 acres and the west line of that 0.400 of one acre of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to Michael Brasel and Kathleen Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas, courses numbered 192 through 193 inclusive as follows:

(192) S 23°25'28"E 145.00 feet to a 1/2" steel pin with plastic cap found (West 4188) at the southwest corner of the said Montana Tract 1 of 1.479 acres and the northwest corner of the said Brasel Tract I of 0.400 of one acre;

(193) S 34°32'32" E 217.75 feet to a cotton gin spindle found at the southwest corner of the said Brasel Tract 1 of 0.400 of one acre, for an interior corner of the herein described tract;

(194) THENCE with the south line of the said Brasel Tract 1 of 0.400 of one acre, N 55°26'29" E 80.15 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 1 of 0.400 of one acre and the southwest corner of that 0.500 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a General Warranty Deed to Michael D. Brasel and spouse, Kathleen D. Brasel in Volume 11866, Page 1344, Real Property Records of Travis County, Texas, and being also the west corner of that 0.099 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 2 and described in said Warranty Deed to Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas;

(195) THENCE with the south line of the said Brasel Tract 2 of 0.099 of one acre, S 83°35'51"E 132.11 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 2 of 0.099 of one acre, for an interior corner of the herein described tract;

THENCE with the east line of the said Brasel Tract 2 of 0.099 of one acre and the east line of the said Brasel Tract 1 of 0.500 of one acre, and being also with the east line of the said Montana Tract I of 1.479 acres and the east line of that 1.142 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack L. Koerner (Montana) and wife, Susan Koerner in Volume 11798, Page 1397, Real Property Records of Travis County, Texas, courses numbered 196 through 199 inclusive as follows:

(196) N 34°31'57" W 86.57 feet to a 1/2" steel pin with plastic cap found (West 4188) at the northeast corner of the said Brasel Tract 2 of 0.099 of one acre and the southeast corner of the said Brasel Tract 1 of 0.500 of one acre;

(197) N 34°29'31"W 343.45 feet to a 1/2" steel pin found at an angle point in the east line of the said Montana Tract 1 of 1.479 acres;

(198) N 13°14'52"E 187.34 feet to a 1/2" steel pin found at northeast corner of the said Montana Tract 1 of 1.479 acres and the southeast corner of the said Koerner Tract 1 of 1.142 acres;

(199) N 13°20'20"E 137.24 feet to a 1" iron pipe found at the northeast corner of the said Koerner Tract 1 of 1.142 acres and the southeast corner of that 0.986 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Volume 12105, Page 295, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Travis Oaks Baptist Church 0.986 of one acre tract and the east line of that 0.945 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Deed of Gift to Travis Oaks Baptist Church in Volume 4649, Page 1788, Deed Records of Travis County, Texas, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 200 through 201 inclusive as follows:

(200) N 13°34'51"E 217.53 feet to a 1/2" steel pin with plastic cap set at the northeast corner of

the said Travis Oaks Baptist Church 0.986 of one acre tract and the southeast corner of the said Travis Oaks Baptist Church 0.945 of one acre tract, said 1" iron pipe found being also an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(201) N 13°32'39" E 208.70 feet to a 1/2" steel pin set (no plastic cap) for the northeast corner of the said Travis Oaks Baptist Church 0.945 of one acre tract and the southeast corner of that 1.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, said 1/2" steel pin set (no plastic cap) being also set for a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and the southwest corner of that 0.018 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 10321, Page 422, Real Property Records of Travis County, Texas;

(202) THENCE with the east line of the said Travis Oaks Baptist Church 1.00 acre tract and the west line of the said Vinson 0.018 of one acre tract, N 13°32'39" E 30.72 feet to a cotton gin spindle set in asphalt in the curving south line of Boggy Ford Road for the northeast corner of the said Travis Oaks Baptist Church 1.00 acre tract and the northwest corner of the said Vinson 0.018 of one acre tract, for a northwest corner of the herein described tract;

THENCE with the south line of Boggy Ford Road and the north line of the said Vinson 0.018 of one acre tract and with the north line of the said Vinson 2.393 acre tract, courses numbered 203 through 208 inclusive as follows:

(203) with a curve to the left, an arc distance of 26.25 feet, said curve having a radius of 510.06 feet, a central angle of 2°56'56" and a chord of which bears S 60°52'15" E 26.25 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Vinson 0.018 of one acre tract and the northwest corner of the said Vinson 2.393 acre tract;

(204) with a curve to the left, an arc distance of 135.29 feet, said curve having a radius of 510.06 feet, a central angle of 15°11'49" and a chord of which bears S 69°56'38" E 134.89 feet to a 60d nail set in top of a wood fence post at point of tangency;

(205) S 76°43'38" E 226.75 feet to a 1/2" steel pin with plastic cap set;

(206) S 72°05'38" E 746.24 feet to a 1/2" steel pin found;

(207) S 69°16'12" E 112.32 feet to a 1/2" steel pin with plastic cap set at point of curve;

(208) with a curve to the left, an arc distance of 109.03 feet, said curve having a radius of 348.81 feet, a central angle of 17°54'31" and a chord of which bears S 78°10'37" E 108.58 feet to the POINT OF BEGINNING of the herein described tract, containing 286.85 acres of land, more or less, SAVE AND EXCEPT the following tracts of land located within the boundaries of the above 286.85 acre metes and bounds description: 2.504 acres and 2.899 acres as described in the accompanying metes and bounds descriptions, leaving 281.45 acres of land, more or less.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

DESCRIPTION FOR 2.504 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.504 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, AND A PORTION OF THE C. E. P. I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191, BOTH BEING IN TRAVIS COUNTY, TEXAS, SAID 2.504 ACRES OF LAND BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: , BEING ALL OF THAT 18,184 SQUARE FOOT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN

A WARRANTY DEED TO RUTH OLIVER IN VOLUME 7727, PAGE 752, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO CAROL LOU TREAT IN VOLUME 4892, PAGE 260, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141 AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A WARRANTY DEED TO MARK T. ALGER IN DOCUMENT NO. 2001126699, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.415 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A ONE-HALF INTEREST GIFT DEED TO VERNON G. HAFERNIK IN DOCUMENT NO. 2001171314, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.397 OF ONE ACRE OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEROME URBANEK IN DOCUMENT NO. 1999050669, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.504 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 5/8" steel pin found in the east line of a private street, locally known as Treat Trail, at the southwest corner of that 0.34 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, in Travis County, Texas, as described in a Warranty Deed to Carol Lou Treat in Volume 4892, Page 260, Deed Records of Travis County, Texas, for the POINT OF BEGINNING for an interior corner of the herein described tract, and from which 5/8" steel pin found, a 1/2" steel pin found at an angle point in Treat Trail at the southeast corner of that 18,184 square foot tract of land, a portion of the said W. A. Cook Survey No. 141, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears N 87°20'53" W 60.73 feet;

(1) THENCE crossing Treat Trail and a portion of that tract of land called to be 278.36 acres, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 141, and others, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page 1469, Deed Records of Travis County, Texas, S 2°15'09" E 31.24 feet to a calculated point in a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land and in the north line of that 12.611 acre tract of land, a portion of the Malinda Settle Survey No. 49, Abstract No. 2126, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, said calculated point being in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, for a southeast corner of the herein described tract;

(2) THENCE with the south line of Treat Trail and a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land, and being also with the north line of the said Vinson 12.611 acre tract and being along or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, S 87°44'51"W 229.80 feet to a calculated point, for the southwest corner of the herein described tract;

(3) THENCE crossing Treat Trail with the southerly extension of the west line of the said Oliver 18,184 square foot tract of land and also crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land, N 30°25'48"E 35.56 feet to a 1/2" steel pin found at the intersection of the north line of Treat Trail and the east line of private street, locally known as Drapers Cove, said 1/2" steel pin found being the southwest corner of the said Oliver 18,184 square foot tract;

(4) THENCE with the east line of Drapers Cove and the west line of the said Oliver 18,184 square foot tract, N 30°25'48" E 187.84 feet to a 1/2" steel pin found at the northwest corner of the said Oliver 18,184 square foot tract, for the most southerly northwest corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the southeast corner of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, bears N 62°55'35"W 86.37 feet;

(5) THENCE with the north line of the said Oliver 18,184 square foot tract, S 56°46'12"E 127.22 feet to a 1/2" steel pin found in the west line of Treat Trail at the northeast corner of the said Oliver 18,184 square foot tract, for an interior corner of the herein described tract;

THENCE crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land and being along or near the west line of Treat Trail, courses numbered 6 through 8 inclusive as follows:

(6) N 25°38'44" E 148.00 feet to a 1/2" steel pin found;

(7) N 24°20'53" E 107.77 feet to a calculated point;

(8) N 19°43'42" E 95.35 feet to a calculated point at the intersection of the west line of Treat Trail with the westerly prolongation of the north line of that 0.397 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed With Vendor's Lien to Jerome Urbanek in Document No. 1999050669, Official Public Records of Travis County, Texas, and the westerly prolongation of the south line of that 0.413 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 2714, Page 315, Deed Records of Travis County, Texas, for the most northerly northwest corner of the herein described tract;

(9) THENCE crossing Treat Trail with the westerly prolongation of the north line of the said Urbanek 0.397 of one acre tract and the westerly prolongation of the said Vinson 0.413 of one acre tract, N 88°16'47"E 32.23 feet to a 1/2" iron pipe found in the east line of Treat Trail at the northwest corner of the said Urbanek 0.397 of one acre tract and the southwest corner of the said Vinson 0.413 of one acre tract;

(10) THENCE with the north line of the said Urbanek 0.397 of one acre tract and the south line of the said Vinson 0.413 of one acre tract, N 88°16'47"E 167.26 feet to a 1/2" steel pin found at the northeast corner of the said Urbanek 0.397 of one acre tract and the southeast corner of the said Vinson 0.413 of one acre tract, for the northeast corner of the herein described tract;

THENCE with the east line of the said Urbanek 0.397 of one acre tract and the east line of that 0.415 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a One-Half Interest Gift Deed to Vernon G. Hafemik in Document No. 20011713 14, Official Public Records of Travis County, Texas, and being also with the east line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed to Mark T. Alger in Document No. 2001126699, Official Public Records of Travis County, Texas, and the east line of the said Treat 0.34 of one acre tract, courses numbered 11 through 14 inclusive as follows:

- (11) S 14°18'30"W 104.29 feet to a 5/8" steel pin found at the southeast corner of the said Urbanek 0.397 of one acre tract and the northeast corner of the said Hafernik 0.415 of one acre tract;
- (12) S 21°56'55"W 108.72 feet to a 5/8" steel pin found at the southeast corner of the said Hafemik 0.415 of one acre tract and the northeast corner of the said Alger 0.34 of one acre tract;
- (13) S 28°38'34"W 115.84 feet to a 5/8" steel pin found at the southeast corner of the said Alger 0.34 of one acre tract and the northeast corner of the said Treat 0.34 of one acre tract;
- (14) S 29°40'52" W 117.63 feet to a 5/8" steel pin found at the southeast corner of the said Treat 0.34 of one acre tract, for the most easterly southeast corner of the herein described tract;
- (15) THENCE with the south line of the said Treat 0.34 of one acre tract, S 88°23'07" W 151.13 feet to the POINT OF BEGINNING of the herein described tract, containing 2.504 acres of land.

DESCRIPTION FOR 2.899 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.899 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, IN TRAVIS COUNTY, TEXAS, SAID 2.899 ACRES OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.30 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF THAT 0.29 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO KATHERAN ACMORSONI IN VOLUME 11592, PAGE 982, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DAVID N. McCREA AND WIFE, ARLIS J. McCREA IN VOLUME 5257, PAGE 1283, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THERESA S. WILSON IN VOLUME 6802, PAGE 41, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 0.37 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS CONVEYED IN A SPECIAL WARRANTY DEED TO ANN MARIE ST. MARTIN IN VOLUME 11225, PAGE 885, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.03 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN DEED TO PATRICK G. ST. MARTIN AND WIFE ANN M. ST. MARTIN IN VOLUME 10270, PAGE 851, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.32 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY TO JOSPEH K. MOXLEY IN VOLUME 13360, PAGE 528, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH K. MOXLEY IN DOCUMENT NO. 2003029501, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 0.296 OF ONE ACRE TRACT OF LAND DESIGNATED AS FIRST TRACT AND ALL OF THAT 0.282 OF ONE ACRE TRACT OF LAND DESIGNATED AS SECOND TRACT, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO TRAVIS DUNCAN AND SPOUSE, NIKKI DUNCAN IN DOCUMENT NO. 2003203432, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.899 ACRES OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin found at an angle point in a north line of a private street, locally known as Drapers Cove, at the southeast corner of that 0.29 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 2 and described in a Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and most easterly southeast corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the intersection of the southeast line of Drapers Cove and the north line of a private street, locally known as Treat Trail, at the southwest corner of that 18,184 square foot tract of land, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears S 81°46'41"E 119.70 feet;

(1) THENCE with the north line of Drapers Cove and the south line of the said Acmorsoni Tract 2 of 0.29 of one acre of land and with the south line of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 1 and described in said Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, and being also with the south line of that tract of land, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to David N. McCrea and wife, Arlis J. McCrea in Volume 5257, Page 1283, Deed Records of Travis County, Texas, S 87°57'47" W 299.23 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Theresa S. Wilson in Volume 6802, Page 41, Deed Records of Travis County, Texas, for an angle point in the north line of Drapers Cove, for the southwest corner of the said McCrea tract of land, and for an interior corner of the herein described tract;

(2) THENCE with a line of Drapers Cove and the east line of the said Wilson 0.36 of one acre tract, S 1°59'59"E 20.00 feet to a 1/2" steel pin found at an angle point in the north line of Drapers Cove and at the occupied southeast corner of the said Wilson 0.36 of one acre tract, for a southeast corner of the herein described tract;

(3) THENCE with the north line of Drapers Cove and the south line of the said Wilson 0.36 of one acre tract as occupied on the ground, courses numbered 3 through 4 inclusive as follows:

(4) S 89°20'22"W 79.47 feet to a hilti nail set in rock found;

(5) N 85°14'22"W 37.84 feet to a 1/2" steel pin found in concrete at an angle point in the north line of Drapers Cove and at the southwest corner of the said Wilson 0.36 of one acre tract, for a southwest corner of the herein described tract;

(6) THENCE with a line of Drapers Cove and the west line of the said Wilson 0.36 of one acre tract, N 5°38'51" E 11.96 feet to a 1/2" steel pin with plastic cap set for an angle point in the north line of Drapers Cove and the southeast corner of that 0.37 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as conveyed in that Special Warranty Deed to Ann Marie St. Martin in Volume 11225, Page 885, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the north, northeast and east line of Drapers Cove and with the south, southwest and west line of the said Ann Marie St. Martin 0.37 of one acre tract and being also with the west line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as

conveyed in that General Warranty Deed With Vendor's Lien in Favor of Third Party to Joseph K. Moxley in Volume 13360, Page 528, Real Property Records of Travis County, Texas, and being also with the west line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in that Warranty Deed With Vendor's Lien to Joseph K. Moxley in Document No. 2003029501, Official Public Records of Travis County, Texas, courses numbered 6 through 12 inclusive as follows:

(6) S 86°51'15" W 36.50 feet to a 5/8" steel pin found, and from which 5/8" steel pin found, a 3/4" iron pipe found in concrete in the south line of Drapers Cove and in the north line of that 12.611 acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Special Warranty Deed to G. L. Vinson in Volume 11919, Page 88, Real Property Records of Travis County, Texas, and being also in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, bears S 40°18'53" W 69.15 feet;

(7) N 47°40'45" W 59.52 feet to a 1/2" steel pin found in rock;

(8) N 37°59'26" W 32.41 feet to a 1/2" steel pin with plastic cap set;

(9) N 34°34'18" W 62.74 feet to a 1/2" steel pin found in the west line of the said Moxley 0.32 of one acre tract;

(10) N 27°02'45" W 61.96 feet to a 1/2" steel pin found;

(11) N 23°52'32" W 24.66 feet to a 1/2" steel pin found at the west or northwest corner of the said Moxley 0.32 of one acre tract and the southwest or south corner of the said Moxley 0.36 of one acre tract;

(12) N 36°08'40" W 59.68 feet to 1 1/2" steel pin found at the west or southwest corner of the said Moxley 0.36 of one acre and the south or southeast corner of that 0.296 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in a Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas;

THENCE with the north line of Drapers Cove and the south line of the said Duncan First Tract of 0.296 of one acre and being also with the south line of that 0.282 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in said Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas, courses numbered 13 through 14 inclusive as follows:

(13) N 70°18'29" W 144.77 feet to a 1/2" steel pin found;

(14) N 63°41'32" W 34.74 feet to a 1/2" steel pin found at the southwest corner of the said Duncan Second Tract of 0.282 of one acre, for the most westerly southwest corner of the herein described tract;

(15) THENCE with the west line of the said Duncan Second Tract of 0.282 of one acre, N 26°35'08" E 129.88 feet to a hilti nail found set in rock at the northwest corner of the said Duncan Second Tract of 0.282 of one acre, for the northwest corner of the herein described tract;

THENCE with the north line of the said Duncan Second Tract of 0.282 of one acre and the north line of the said Duncan First Tract of 0.296 of one acre, courses numbered 16 through 17 inclusive as follows:

(16) S 76°33'10" E 89.67 feet to a 3/8" steel pin found at the northeast corner of the said Duncan Second Tract of 0.282 of one acre and the northwest corner of the said Duncan First Tract of 0.296 of one acre;

(17) S 76°51'39" E 86.61 feet to a 1/2" steel pin found at the northeast corner of the said Duncan First Tract of 0.296 of one acre and the northwest or north corner of the said Moxley 0.36 of one acre tract;

THENCE with the northeast and east line of the said Moxley 0.36 of one acre tract and the east line of the said Moxley 0.32 of one acre tract, courses numbered 18 through 22 inclusive as follows:

- (18) S 52°51'17" E 73.98 feet to a 1/2" steel pin found;
- (19) S 39°20'17" E 24.61 feet to a 1/2" steel pin with plastic cap set;
- (20) S 26°19'35" E 50.05 feet to a 1/2" steel pin found at the east or southeast corner of the said Moxley 0.36 of one acre tract and the northeast corner of the said Moxley 0.32 of one acre tract;
- (21) S 20°27'58" E 60.43 feet to a cotton gin spindle found;
- (22) S 27°31'15" E 15.02 feet to a 1/2" steel pin found at the southeast corner of the said Moxley 0.32 of one acre tract and the north or northeast corner of that 0.03 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a deed to Patrick G. St. Martin and wife, Ann M. St. Martin in Volume 10270, Page 851, Real Property Records of Travis County, Texas;

THENCE with the east line of the said St. Martin 0.03 of one acre tract and the east and northeast line of the said Ann Marie St. Martin 0.37 of one acre tract, courses numbered 23 through 24 inclusive as follows:

- (23) S 27°19'51" E 32.44 feet to a 1 1/2" steel pin found at the southeast corner of the said St. Martin 0.03 of one acre tract and the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract;
- (24) S 43°26'50" E 32.34 feet to a 1/2" steel pin found at the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract and the northwest corner of the said Wilson 0.36 of one acre tract;

THENCE with the north line of the said Wilson 0.36 of one acre tract and the north line of the said McCrea tract of land, and being also with the north line of the said Acmorsoni Tract 1 of 0.30 of one acre and being also with the north line of the said Acmorsoni Tract 2 of 0.29 of one acre, courses numbered 25 through 28 inclusive as follows:

- (25) S 73°25'35" E 32.24 feet to a 1 1/2" steel pin with plastic cap set;
- (26) S 89°55'40" E 64.83 feet to a 1/2" steel pin found at the northeast corner of the said Wilson 0.36 of one acre tract and the northwest corner of the said McCrea tract of land;
- (27) S 89°59'25" E 99.86 feet to a 1/2" steel pin found at the northeast corner of the said McCrea tract of land and the northwest corner of the said Acmorsoni Tract 1 of 0.30 of one acre;
- (28) S 89°47'42" E 200.20 feet to a 1/2" steel pin found at the northeast corner of the said Acmorsoni Tract 2 of 0.29 of one acre, for the northeast corner of the herein described tract of land;

- (29) THENCE with the east line of the said Acmorsoni Tract 2 of 0.29 of one acre, S 1°42'50" E 123.73 feet to the POINT OF BEGINNING of the herein described tract, containing 2.899 acres of land.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

TRACT 2

Lot 2040 of the Highland Lake Estates, Section Two, according to the Map or Plat thereof recorded in Volume 54, Page 91 of the Plat Records of Travis County, Texas.

TRACT 3

A tract of land, being a combination of two tracts, Tract 1: being Lot 3048 of Highland Lake Estates, Section 3 a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 52, Page 99 of the Plat Records of Travis County, Texas; Tract 2: a 0.0217 Acre tract of land out of the W.A. Cook Survey, Abstract No. 2587, Travis County, Texas, being the same tracts recorded in the name of Hillel Asher Davis under Clerk's File No. 2012072239 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), and being more particularly together described by metes and bounds as follows: (Bearings based on Volume 52, Page 99 of the Plat Records of Travis County, Texas)

BEGINNING at a 1/2 Inch iron rod with a "Precision" cap set on the easterly right-of-way line of Cooper Lane being the front or westerly common corner of Lots 3048 & 3049 and being the northwest corner of this tract (from which a 1/2 Inch iron rod found bears North 08° 43' 38" West, a distance of 111.93 Feet, from said 1/2 Inch iron rod found a cut "X" found bears North 25° 07' 00" West, a distance of 7.00 Feet, from said cut "X" found a second 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 80.00 Feet, from said second 1/2 Inch iron rod found a third 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 160.05 Feet, from said third 1/2 Inch iron rod found a fourth 1/2 Inch iron rod found bears North 25° 07' 00", a distance of 80.00 Feet)

THENCE, SOUTH 64° 02' 27" EAST (platted as South 64° 02' 27" East), with the southerly line of said Lot 3049, a distance of 131.22 Feet to a point at the easterly or rear common corner of said Lots 3048 & 3049 being a corner of this tract;

THENCE, SOUTH 64° 04' 13" EAST, with a northerly line of this tract, a distance of 12.86 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the northeasterly corner of this tract;

THENCE, with the lines of a tract recorded in the name of Travis Meadow LP, under Clerk's File No. 2006125525TR of the R.P.R.T.C.T. the following two (2) courses:

1. SOUTH 23° 19' 25" WEST, a distance of 50.94 Feet to a point at a corner of this tract;
2. SOUTH 35° 23' 16" WEST, a distance of 43.66 Feet (called 43.56 Feet) to a 1/2 Inch iron rod with a "Precision" cap set at the southwesterly corner of this tract;

THENCE, NORTH 53° 22' 13" WEST, with a southerly line of this tract, a distance of 11.67 Feet to point at the easterly or rear common corner of Lots 3047 & 3048 at a corner of this tract;

THENCE, NORTH 53° 16' 00" WEST, with the northerly line of said Lot 3047, a distance of 120.02 Feet to a 1/2 Inch iron rod with a "Precision" cap set on the aforementioned easterly right-of-way line of Cooper Lane at the easterly or front common corner of said Lots 3047 & 3048 being the southwesterly corner of said Lots 3048 & 3049 being a corner of this tract from which a 1/2 Inch iron rod found bears South 32° 37' 14" West, a distance of 31.90 Feet;

THENCE, with said easterly right-of-way line, in a northeasterly direction with the arc of a curve to the left, having a radius of 198.34 Feet, and arc length of 70.43 Feet, a central angle of 20° 20' 44" and a chord bearing of NORTH 17° 50' 06" EAST, and a chord distance of 70.06 Feet to the POINT OF BEGINNING.

Exhibit "B"
Form of City Consent Resolution

RESOLUTION NO.: 2025-_____

A RESOLUTION OF THE CITY OF LAGO VISTA, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Lago Vista, Texas (the "City") has received a Petition for Consent to the inclusion of land within, and creation of, a municipal utility district (the "District") in the corporate boundaries of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Lago Vista desires to grant its written consent to the creation of, and inclusion of land within, the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

Section 1. The City hereby consents to the creation of a municipal utility district, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor

ATTEST:

City Secretary

(SEAL)

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING ORDINANCE NO. 21-09-02-01 REGARDING THE FIREFLY COVE PLANNED DEVELOPMENT DISTRICT; APPROVING AN AMENDED CONCEPT PLAN AND DETAILED PLAN; REPLACING EXHIBIT “C” TO ORDINANCE NO. 21-09-02-01; PROVIDING FINDINGS OF FACT; PROVIDING A REPEALER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lago Vista approved Ordinance No. 21-09-02-01 establishing the Firefly Cove Planned Development District (“PDD”); and

WHEREAS, Ordinance No. 21-09-02-01 included a Concept Plan and Detailed Plan attached thereto as Exhibit “C”; and

WHEREAS, Firefly Cove, LLC, owner of the property subject to Ordinance No. 21-09-02-01, submitted an application requesting approval of an amended Concept Plan and Detailed Plan for the Firefly Cove Planned Development District; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing and considered the proposed amendment in accordance with the Unified Development Code; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the purposes of the Planned Development District regulations, the Unified Development Code, and the orderly development of the City; and

WHEREAS, the City Council further finds that approval of the amended Concept Plan and Detailed Plan is in the public interest and promotes the health, safety, and general welfare of the citizens of the City of Lago Vista;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

SECTION 1. FINDINGS.

The foregoing recitals are hereby incorporated into and made a part of this Ordinance for all purposes and are adopted as findings of fact.

SECTION 2. APPROVAL OF AMENDED CONCEPT PLAN AND DETAILED PLAN.

The Amended Concept Plan and Detailed Plan for the Firefly Cove Planned Development District attached hereto as Exhibit “C” is hereby approved.

SECTION 3. REPLACEMENT OF EXHIBIT “C”.

Exhibit “C” attached to Ordinance No. 21-09-02-01 is hereby deleted in its entirety and replaced with the Amended Concept Plan and Detailed Plan attached to this Ordinance as Exhibit “C,” which is incorporated herein by reference for all purposes.

SECTION 4. EFFECT OF AMENDMENT.

Except as expressly amended herein, all provisions, requirements, standards, conditions, and regulations contained in Ordinance No. 21-09-02-01 shall remain unchanged and in full force and effect.

The approval of this Ordinance shall not be construed as approval of any subdivision plat, construction plan, site development permit, building permit, utility extension, infrastructure acceptance, easement, dedication, or other development approval required by applicable law or ordinance.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith are repealed only to the extent of such conflict.

SECTION 6. SEVERABILITY.

Should any section, subsection, sentence, clause, phrase, or provision of this Ordinance be held unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council of the City of Lago Vista, Texas, on this _____ day of _____, 2026.

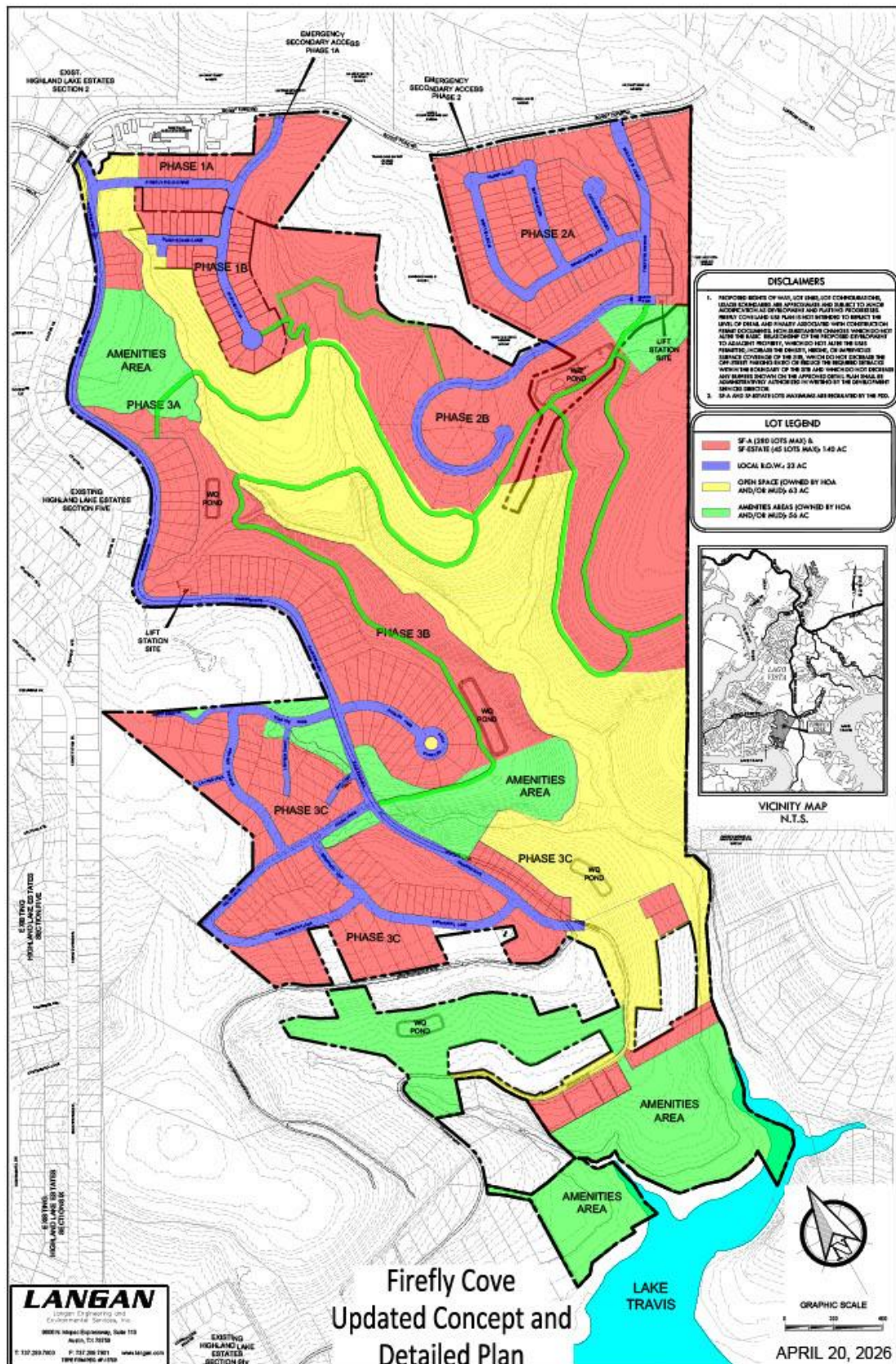
CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

City Secretary

Exhibit C



Item Cover Page

PLANNING & ZONING COMMISSION AGENDA ITEM REPORT

DATE: July 9, 2026

SUBMITTED BY: Tam Pieklik, Development Services

SUBJECT: Open a public hearing to consider, discuss, and take action on an ordinance of the City of Lago Vista, Texas, amending the City of Lago Vista Code of Ordinances by removing mobile food vendor and mobile food establishment regulations from Article 4; amending Article 14.200, Exhibit A, "Zoning Ordinance," Section 6, by adding Section 6-110, "Mobile Food Vendors"; amending Article 14.200, Exhibit A, Part IV, Table B, "Table of Allowed Uses for Zoning," by adding "Mobile Food Vendor" and "Mobile Food Vendor Park" as use classifications; providing findings of fact; providing for attachments; providing for repealer; providing for severability; providing for codification; providing for a penalty; and providing an effective date

BACKGROUND:

The proposed ordinance amendment updates the City's regulations governing mobile food vendors to align with recent changes in Texas law and establish mobile food vendors as a land use regulated through the City's Zoning Ordinance. Currently, mobile food vendors are regulated under Article 4, Peddlers and Solicitors. The amendment removes mobile food vendor regulations from Article 4 while retaining provisions related to peddlers, solicitors, temporary food establishments, seasonal food establishments, food safety regulations, and special events.

The amendment adds Section 6-110, "Mobile Food Vendors," to Article 14.200, Exhibit A, establishing definitions, vehicle requirements, operational standards, permitting requirements, site maintenance standards, and zoning compliance requirements. Mobile food vendors would be required to obtain all licenses and permits required by the Texas Department of State Health Services (DSHS) and comply with applicable state and local regulations.

The amendment also creates two new use classifications within the Table of Allowed Uses: Mobile Food Vendor and Mobile Food Vendor Park. Mobile Food Vendors would be permitted as an accessory use in designated commercial and mixed-use zoning

districts when serving an existing lawful primary use on the property. Mobile Food Vendor Parks would require approval of a Special Use Permit (SUP).

FINDINGS:

Staff finds that the proposed amendment promotes orderly development by regulating mobile food vendors as a land use within the Zoning Ordinance rather than as a peddler or solicitor activity. The amendment establishes clear standards for location, parking, site maintenance, traffic circulation, and compatibility with surrounding properties while maintaining compliance with state health and safety regulations.

Staff further finds that the proposed regulations provide greater clarity for property owners, mobile food vendors, and city staff by identifying where mobile food vendors may operate and establishing standards for their operation. The amendment is consistent with the City's authority to regulate land use, site design, and development standards while allowing the Texas Department of State Health Services to regulate food safety and licensing requirements.

RECOMMENDATION:

Approval: Recommend approval of the proposed ordinance amendment as presented.

Approval with Conditions: Recommend approval of the proposed ordinance amendment with any modifications directed by the Planning and Zoning Commission.

Denial: Recommend denial of the proposed ordinance amendment based on the findings presented.

Table the Item: Table consideration of the proposed ordinance amendment to a future meeting date to allow additional review or revisions.

ATTACHMENTS:

[Ordinance Food Vendor.pdf](#)
[Exhibit A Food Vendor.pdf](#)
[Exhibit B Food Vendor.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE CITY OF LAGO VISTA CODE OF ORDINANCES BY REMOVING MOBILE FOOD VENDOR AND MOBILE FOOD ESTABLISHMENT REGULATIONS FROM ARTICLE 4; AMENDING ARTICLE 14.200, EXHIBIT A, “ZONING ORDINANCE,” SECTION 6, BY ADDING SECTION 6-110, “MOBILE FOOD VENDORS”; AMENDING ARTICLE 14.200, EXHIBIT A, PART IV, TABLE B, “TABLE OF ALLOWED USES” BY ADDING “MOBILE FOOD VENDOR” AND “MOBILE FOOD VENDOR PARK” AS USE CLASSIFICATIONS; PROVIDING FINDINGS OF FACT; PROVIDING FOR ATTACHMENTS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lago Vista is authorized to adopt zoning regulations in accordance with Chapter 211 of the Texas Local Government Code for the purpose of promoting the public health, safety, morals, and general welfare of the community; and

WHEREAS, the City Council finds that mobile food vending is more appropriately regulated as a zoning land use within Article 14.200, Exhibit A, “Zoning Ordinance,” when such activity occurs on private property or at a fixed or recurring location; and

WHEREAS, the City Council finds that mobile food vendor regulations should be relocated from Article 4 to Article 14.200, Exhibit A, Section 6, so that zoning, site design, operational, permitting, and enforcement standards are contained within the City’s zoning ordinance; and

WHEREAS, the City Council finds that Article 4 should continue to regulate peddlers, solicitors, special events, food safety, temporary food establishments, seasonal food establishments, and related permitting matters, but should not serve as the primary regulatory location for mobile food vendors as a zoning land use; and

WHEREAS, the City Council finds that the addition of Section 6-110, “Mobile Food Vendors,” will provide clear zoning, site design, operational, permitting, and enforcement standards for mobile food vendors and mobile food vendor parks; and

WHEREAS, the City Council finds that adding “Mobile Food Vendor” and “Mobile Food Vendor Park” to Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” will provide clear direction regarding the zoning districts in which such uses may be permitted; and

WHEREAS, the City Council finds that this ordinance is necessary to protect public health, safety, traffic circulation, sanitation, compatibility with surrounding uses, and orderly development.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

SECTION 1. FINDINGS OF FACT.

The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. REMOVAL OF MOBILE FOOD VENDOR REGULATIONS FROM ARTICLE 4.

Article 4 of the City of Lago Vista Code of Ordinances is hereby amended to remove mobile food vendor and mobile food establishment regulations, as shown in Exhibit “A,” attached hereto and incorporated herein for all purposes.

The removal of such regulations from Article 4 shall not affect the City’s authority to regulate peddlers, solicitors, special events, food safety, temporary food establishments, seasonal food establishments, or other activities otherwise regulated by Article 4.

Except as expressly amended herein and in Exhibit “A,” all other provisions of Article 4 shall remain in full force and effect.

SECTION 3. ADDITION OF ARTICLE 14.200, EXHIBIT A, SECTION 6-110, MOBILE FOOD VENDORS.

Article 14.200, Exhibit A, “Zoning Ordinance,” Section 6, is hereby amended by adding Section 6-110, “Mobile Food Vendors,” as shown in Exhibit “B,” attached hereto and incorporated herein for all purposes.

Except as expressly amended herein and in Exhibit “B,” all other provisions of Article 14.200, Exhibit A, Section 6 shall remain in full force and effect.

SECTION 4. AMENDMENT TO ZONING USE TABLE.

Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” of the Code of Ordinances is hereby amended by adding two new use categories titled “Mobile Food Vendor” and “Mobile Food Vendor Park,” as follows:

Structure/Use	R-1	R-2	R-4	R-MH	RR-A	C-1	C-2	C-M	C-A	G-1	U-1	P1	CR2	C-3	LI
Mobile Food Vendor						V	V							V	V
Mobile Food Vendor Park							SUP							SUP	SUP

For purposes of interpretation and administration of Article 14.200, Exhibit A, Part IV, Table B, “Use Table,” the following use table notation shall apply:

V. Permitted only when the use is accessory to, supportive of, and located on the same property as a lawful primary use, and provided that the mobile food vendor primarily serves tenants, customers, residents, guests, employees, invitees, or other persons associated with the primary use of the property.

SUP. Permitted by special use permit only.

Except as expressly amended herein, all other provisions of Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” and Chapter 14 shall remain in full force and effect.

SECTION 5. ATTACHMENTS.

The following exhibits are attached to and made part of this ordinance:

Exhibit A: Amendments to Article 4 removing mobile food vendor and mobile food establishment regulations.

Exhibit B: Article 14.200, Exhibit A, Section 6-110, Mobile Food Vendors.

If there is a conflict between the body of this ordinance and any exhibit, the exhibit shall control as to the specific code amendment adopted.

SECTION 6. REPEALER.

All ordinances, resolutions, or parts of ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict only.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, and provisions shall remain in full force and effect.

SECTION 8. CODIFICATION.

The City Secretary is authorized to codify the provisions of this ordinance and attached exhibits in the City of Lago Vista Code of Ordinances and to make non-substantive formatting, numbering, and cross-reference corrections necessary to implement this ordinance.

SECTION 9. PENALTY.

Any person violating any provision of this ordinance shall be subject to the penalty provided in Chapter 1, Section 1.109 of the Code of Ordinances. Each day a violation continues shall constitute a separate offense.

SECTION 10. EFFECTIVE DATE.

This ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF LAGO VISTA, TEXAS

By: _____
Mayor, Shane Saum

ATTEST:

City Secretary, Robin Smith

Article 14, Exhibit A – Zoning Ordinance, Section 6, 6-110 Mobile Food Vendors

6-110 Mobile Food Vendors

(1) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the Texas Department of State Health Services.

Mobile Food Vendor means any person who dispenses food or beverages from a mobile food vendor vehicle for immediate service or consumption.

Mobile Food Vendor Vehicle means a motor vehicle or unit which is readily movable, and from which food or beverages are prepared and offered for sale.

(2) Violation; penalty.

(a) Unless exempted from the provisions of this article, it shall be unlawful for a person to engage in, transact or conduct the business or occupation of a mobile food vendor vending within the city without first having obtained a mobile food vendor's license issued by the Texas Department of State Health Services, or to violate any provision of this article.

(b) Any person, firm, entity, or corporation who violates any provision of this article shall be deemed guilty of a misdemeanor, and upon conviction, thereof, shall be fined in accordance with chapter 1, section 1.109 of the Code of Ordinances. Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this article shall not preclude Lago Vista from filing suit to enjoin the violation. Lago Vista retains all legal rights and remedies available to it pursuant to local, state and federal law.

(c) The city may investigate a mobile food vendor on a reasonable suspicion that the mobile food vendor is violating the law or on receipt of a health or safety complaint. The city shall report any suspected violations of state law to the Department and may recommend that the Department suspend or revoke a mobile food vendor license.

(3) Vehicle Requirements.

A mobile food vendor, in addition to any requirements of the Department, and Travis County Health Department, shall:

(1) Maintain the vehicle in a clean, undamaged condition, both inside and outside, and in good working order, in compliance with the city's minimum property standards as set forth in chapter 6 of the city's Code of Ordinances.

(2) Keep all required permits or copies of permits on the vehicle or mobile food vendor at all times.

(3) Display on the vehicle current license plates and current vehicle safety inspection information in accordance with current state law.

(4) Display on the vehicle's windshield, the appropriate permit issued by the Department showing that the mobile food vendor is permitted to operate.

(5) Display copies of the Texas Sales and Use Tax Permit on the vehicle at all times.

(6) Only serve or distribute food as specified on the permit issued by the Department.

(7) Servicing methods and equipment: Potable water servicing equipment must be installed according to all applicable city ordinance, county, state and federal law, and stored and handled in a way that protect the water and equipment from contamination.

(i) The liquid waste retention tank for a mobile food vendor vehicle-must be thoroughly flushed and drained during the servicing operation.

(ii) All liquid waste must be discharged to a sanitary sewerage disposal system constructed and operated according to all applicable city ordinances, county, state and federal law.

(iii) Liquid waste may not be discharged from a mobile food vendor-while the mobile food vendor is in motion.

(8) Site cleanup. A service site must be left in a clean, waste-free condition.

(9) Food preparation and services. Food may not be prepared or served while the mobile food vendor vehicle is in motion or in a manner that exposes any person present to a health or safety hazard.

(4) Mobile Food Vendor Operating Requirements.

(a) Any person operating a motor vehicle that is a mobile food vendor vehicle must have a valid driver's license unless the motor vehicle falls into a class under Chapter 522 of the Texas Transportation Code as one that requires a commercial driver's license to operate, then only persons with a valid commercial driver's license shall operate such motor vehicle.

(b) Waste containers (inside and outside the mobile food vendor vehicle) shall be durable, easily cleanable, insect-proof, rodent-proof, nonabsorbent to liquids, leak-proof and lined with a plastic bag. Containers shall have tight fitting lids and must be maintained on each mobile food vendor vehicle in a number sufficient to contain all trash and garbage generated by the mobile food vendor vehicle. There shall be at least one (1) waste container outside the unit mobile food vendor vehicle and have sufficient capacity to accommodate all garbage and refuse that accumulates. Before the mobile food vendor leaves a vending site, all trash and garbage must be removed from the site. Excessive trash and garbage shall not be allowed to accumulate inside or

around the mobile food vendor vehicle. All trash and garbage must be disposed of in an approved garbage receptacle.

(c) A mobile food vendor must comply with the City of Lago Vista Zoning Requirements governing mobile food vendors. Each mobile food vendor shall:

(1) Operate in approved areas with appropriate zoning designation;

(2) Operate with approved permits;

(3) Park on an improved surface;

(4) Not obstruct traffic movement, fire lanes and drive aisles, nor obstruct parking spaces in an amount that would cause the property on which the mobile food vendor is operating to be non-compliant with the number of parking spaces required by the zoning for the property;

(5) Not impede access to the entrance or driveway of any adjacent building;

(6) Not impair visibility or safety onsite; and

(7) When out of service, be parked in compliance with city ordinances and/or county, state and federal law.

(d) A mobile food vendor must have written authorization from the owner or person in control of each premises from which the mobile food vendor will sell or serve food.

(e) Adequate toilet facilities must be available at a nearby permanent facility, unless the mobile food vendor vehicle is equipped with functioning toilet facilities.

(f) No cooking may be conducted while the vehicle is in motion.

(g) Covers with secure latches for deep fryers, steam tables and similar equipment must be provided and installed while the vehicle is in motion.

(5) Permit and health inspection required.

All mobile food vendors must obtain a mobile food vendor's license from the Department, and undergo a health inspection, as required under state law.

(6) Not applicable.

This Article shall not apply to the sale of whole vegetables, whole fruits, or other cultivated produce; and permitted farmers markets.

(7) State law controlling.

In the event of a conflict between this Article and Chapter 437B of the Texas Health and Safety Code, Chapter 437B shall control.

ARTICLE 4.300 - PEDDLERS AND SOLICITORS

Sec 4.301 - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food Establishment means coffee shops, cafeterias, short order cafes, restaurants, luncheonettes, daycare centers, taverns, sandwich stand, BBQ stands, soda fountains and all other such eating or drinking establishments including any vehicle or other portable structure which remains stationary for more than two (2) weeks.

~~Mobile Food Establishment means a food establishment operating from a vehicle or any portable structure on a trailer or wheels, that meets all the requirements of Travis County Health District, and that does not remain in any one location for a period of more than two (2) weeks.~~

Noncommercial Purpose or Cause means a purpose or cause not created, existing or espoused for the generation of profit or the remuneration of individuals, including, but not limited to, the religious or charitable solicitation of contributions, seeking political support or contributions, the promotion of civic causes, the promotion of conservation of resources or animals, advocating a philosophy or religion, or minors conducting fundraising activities, who represent an organization for the benefit of youths, including but not limited to Boy Scouts, Girl Scouts, little league groups, and school groups.

Peddler means any person, whether a resident of this city or not, who sells or offers for sale for immediate delivery any goods, merchandise, or products, whether at one or more fixed locations or by carrying goods, merchandise or products from house to house, business to business, street to street, or upon public property; a merchant shall be considered temporarily in business unless it is the intention of such merchant to establish a permanent business. Transfer of payment at the time of sale or later is immaterial. The word "peddler" shall include the terms "solicitor" and "commercial solicitor." This term shall not include individuals connected with a noncommercial purpose or cause.

Permanent Business Establishment means a building or part of a building or space within a building owned or occupied for use in the operation of an ongoing commercial or industrial enterprise which has been or is intended to be conducted for more than one (1) year and for which use a certificate of occupancy has been issued by the city.

Permit Holder means any person holding a current permit or license issued pursuant to this article.

Person shall mean and include an individual human, partnership, co-partnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal

representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Seasonal Food Establishment means a food establishment operating at a fixed location for a specific season or portion of the year only, not to exceed six (6) months in any calendar year, that operates from a stand or building which does not permit access to customers inside of the stand, and that limits its menu to snow cones, flavored shaved ice, prepackaged ice cream, non-alcoholic beverages or other such similar products.

Services shall mean the performance of labor for the benefit of another or at another's command.

Solicitor means any person who engages in a temporary business within the city limits and who solicits or attempts to solicit the sale or conveyance of any order for services, commercial goods, wares, merchandise, subscriptions, publications, food or products to be delivered at a future date or time, whether such activity is conducted at one or more fixed locations or by soliciting from house to house, business to business, street to street, or upon public property; a person shall be considered temporarily in business unless it is the intention of such person to establish a permanent business.

Temporary Food Establishment means a food establishment operating for a temporary period in connection with a fair, carnival, circus, public exhibition, or other similar gathering.

Sec 4.302 - Permit Required

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment or seasonal food establishment to engage in business within the city without first obtaining a peddler's permit from the chief of police as provided in this article. It shall be unlawful for any special event to occur upon public property within the city without first obtaining a special event permit from the chief of police as provided in this article.

Sec 4.303 - Exceptions

The provisions of Section 4.302 shall not apply to the following:

- (a) Ordinary commercial travelers or salesmen, transacting business only at wholesale dealers or with dealers in such goods or in goods or services for use in manufacturing or commercial purposes;
- (b) Sheriff's constables, bona fide assignees, receivers or trustees in bankruptcy or other public officers selling goods, wares and merchandise according to law;
- (c) Bona fide residents of the state selling fruits, vegetables, dressed meats, fowl or farm products which were produced on land within the state, owned or controlled by such vendor;
- (d) Solicitations, sales or distributions made for non-commercial purposes or causes, whether community service, charitable, educational or religious, shall not be required to obtain a permit. A mobile food establishment that is also a nonprofit, temporary food establishment shall be exempt from a permit under this exception;

- (e) Newspaper carriers and newspaper vending machines;
- (f) Sales conducted pursuant to statute or by order of any court;
- (g) Person or transactions associated with bona fide trade shows, exhibits, expositions or conventions where all transactions of purchase, sale or exchange are made in connection with such trade show, exhibit, exposition or convention and within the confines of the said trade show, exhibit, exposition or convention situs;
- (h) Individual, one time only sales of personal property items sold by the owner thereof at his private residence or business;
- (i) Organized community and festival events held by authority of agreements or special permits issued by the city council or held upon public premises or in or upon public parks under the auspices or sponsorship or within the regular administration of the parks and recreation department of the city;
- (j) Authorized contractual concessions permitted upon city proprietary premises by agreement, lease or contract with the city duly authorized by the city council;
- (k) Delivery services to permanent established businesses in the city which operate on site and by agreement with or invitation of such individuals, industries or businesses; and
- (l) Lemonade stands and the like conducted and operated entirely by children under the age of sixteen (16) years and upon the private residential premises of such children.

Sec 4.304 - Use of Public Places

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment or seasonal food establishment, to sell or solicit or take orders for or offer to sell or take orders for or display any goods, wares, merchandise, photographs, newspapers, magazines, food, drink or confection on any public square, park, street, road, highway, alley or other public property within the limits of the city without having first obtained a permit authorizing the activity at such location as provided for in this article. Non-commercial purposes or causes shall be exempt from permit requirements provided no goods are sold upon and the activities do not interfere with traffic or require a permit as provided in Section 4.308.

Sec 4.305 - Refusing to Leave

Any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment operator or seasonal food establishment operator who enters upon any premises and refuses to leave such premises, after having been notified or requested to leave by the owner, occupant or person in charge or control of such premises, shall be deemed guilty of a misdemeanor.

Sec 4.306 - Entrance to Premises Restricted

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment operator or seasonal food establishment operator to enter upon any private premises or to ring the doorbell or rap or knock in any way in a manner calculated to attract the attention of the occupant when such premises are posted with a sign stating "no peddlers allowed" or "no solicitations allowed" or other words to such effect.

- (a) A person desiring that no merchant or other person engage in home solicitation at his or her residence or business shall exhibit in a conspicuous place upon or near the main entrance to the building, a weatherproof card, not less than three inches by four inches in size, containing the words "no peddlers allowed" or "no solicitations allowed" or other words to such effect. The letters shall not be less than two-thirds of an inch in height. Every permitted under this article, upon going onto any premises upon which a building is located, shall first examine the main entrance to the building to determine if any notice prohibiting soliciting is exhibited upon or about the main entrance of the building. If a notice complying with this section is exhibited, the permittee shall immediately depart from the premises without disturbing the occupant, unless the visit is the result of a request by the occupant.
- (b) No person shall go upon any residential premises and ring the doorbell, or rap or knock upon the door or create any sound in a manner calculated to attract the attention of the occupant of the residence or for the purpose of securing an audience with the occupant or engaging in or attempting to engage in a home solicitation transaction if a card, as described in subsection (a), is exhibited in a conspicuous place upon or near the main entrance to the building unless the visit is the result of a request made by the occupant.
- (c) No person, other than the occupant of the building, shall remove, deface or render illegible, a card placed by the occupant pursuant to subsection (a).
- (d) Any person required to be permitted under this article who has gained entrance to a residence, business or other such premises, for audience with the occupant, whether invited or not, shall immediately depart from the premises without disturbing the occupant further when requested to leave by an occupant.

Sec 4.307 - Hours of Operation

It shall be unlawful for any peddler or solicitor to engage in the business of peddling or soliciting within the city between the hours of 6:00 p.m. and 8:00 a.m. the following morning, or at any time on Sundays; provided that the following exceptions shall apply to this section only:

- (a) The business is conducted pursuant to a specific appointment with, or invitation from, the prospective customer, or with a customer attending an advertised or invitational meeting held by such solicitor or peddler; or
- (b) The business is conducted at a location situated on property zoned for a commercial or retail use and the customer travels to such location for the purpose of conducting such business.

Sec 4.308 - Soliciting at Intersections

- (a) Prohibited Generally. It shall be unlawful for any person to solicit funds, to advertise, or to distribute any item, either on foot or in automobiles, for any cause whatsoever, at any intersection or crossing of streets within the city limits, where, in the opinion of the chief of police, such solicitation or distribution would cause the blocking of traffic so as to create a traffic hazard.
- (b) Exceptions. If, in the opinion of the chief of police, it would not create a traffic hazard for solicitation of funds and advertising at an intersection of streets or crossing of streets within the city, the person desiring to solicit funds or to advertise, or to distribute any item at such intersections, shall first make an application for permission to do so by making the application at the city hall. The application shall set forth the name of the organization, the location of the intersection or crossing of streets where such solicitation shall transpire and the length of time the proposed solicitation shall take place. If the solicitation is to be done by a person under the age of 17, no such permit shall be issued unless such person shall have proper adult supervision as to be determined by the police chief. Any permit for the solicitation of funds shall be acquired prior to any actual solicitation, and any such permit shall be good for one such solicitation period only. Any further solicitation shall require an additional permit. Such permit should be signed by the chief of police.

Sec 4.309 - Misrepresentation

It shall be unlawful for any peddler to make false or fraudulent statements concerning the quality or nature of any goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

Sec 4.310 - Information Required for Permit

It shall be unlawful to engage in business as a peddler or solicitor, including a ~~mobile food establishment~~, temporary food establishment, or as a seasonal food establishment within this city without first obtaining a peddler's permit. Such permit shall be obtained by registering with the chief of police and providing information under oath. Prior to the issuance of the permit, the chief of police shall obtain all of the following information and any other information deemed pertinent and necessary:

- (a) Date of registration;
- (b) Name of registrant;
- (c) Driver's license number;
- (d) Date of birth;
- (e) Home address;
- (f) Local address (if any);
- (g) Nature of items or services to be sold or solicited;
- (h) Has registrant ever been convicted of a felony of any nature or any other crime of moral turpitude and, if so, the place, date, and crime of which convicted; and

- (i) Any facts showing that the registrant is engaged in interstate commerce.

Sec 4.311 - Application Contents

The application for a permit required by this article shall, in addition to the information required pursuant to Section 4.310, state or contain the following:

- (a) A statement as to whether or not the applicant has been convicted of any crime or violation of any state or federal law or municipal ordinance or code; the nature of the offense; the punishment or penalty assessed therefor if previously convicted; and the place of conviction.
- (b) All food vendors shall provide documentation to establish compliance with all city, state and county food handlers regulations. Such documentation shall include the food handler permits and other permits required to be obtained from the Travis County Health District.
- (c) Whether the applicant, upon any sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.
- (d) The period of time the applicant wishes to engage in business within this city.
- (e) The local and permanent address and the name of the person, if any, that the applicant represents;
- (f) The applicant's tax identification number, if any.
- (g) The last five cities or towns wherein the applicant worked before coming to this city.
- (h) Statement of the areas in which activities will be carried out, i.e., if on public property the specific locations, if only door-to-door residential the subdivisions, etc.

Sec 4.312 - False Information

It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit or a license required pursuant to this article. Applicant may not sell merchandise or solicit services not disclosed in the permit application.

Sec 4.313 - Fingerprints and Photographs

At the time of making application for a permit, the applicant for a peddler or solicitor permit shall submit to fingerprinting and photographing by the city.

Sec 4.314 - Bond Required

- (a) The application for a peddler permit to sell tangible goods or merchandise shall include with the application a bond in the penal sum of \$5,000.00, signed by the applicant and by some surety company authorized to do business in this state, conditioned for the final delivery of goods, wares, merchandise or services in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the article sold by the principal of such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. Such bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on such bond, or to an agent or employee of such principal.
- (b) Peddlers or solicitors selling food products or soliciting services solely shall not be required to have a bond.
- ~~(c) Mobile food establishments shall present sufficient evidence of vehicle insurance on any vehicle which will travel upon a public roadway.~~

Sec 4.315 - Fee

- (a) Before any permit shall be issued under the provisions of this article:
 - (1) The applicant for a peddler permit shall pay a fee as set forth in the fee schedule located in Appendix A of this code, based upon the time period he desires to engage in business in the city;
 - (2) The applicant shall also obtain all inspections and permits required under any other ordinance or regulation of the city or the Travis County Health District.
 - (3) Notwithstanding subsection (a),(1) above, if an individual shall establish that he or she is engaged in interstate commerce and is exempt from the permit fee requirements pursuant to federal law, or that the imposition of such fee constitutes a burden and a constraint on interstate commerce, then in such event, such individual shall not be required to pay any fee established by this section.
- (b) No fee shall be required of those

persons engaging in interstate commerce.

(Ordinance 02-07-25-01 adopted 7/25/01;

Ordinance adopting Code)

Sec 4.316 - Special Event Permit

- (a) Special Event Defined. Special event means an organized activity which makes a significant contribution to the cultural, economic, or social welfare of the city which is to occur upon public property. Events occurring upon

public property not under the control of the city may occur without application for the special event permit provided none of the event flows onto or into public property under the jurisdiction of the city and is consented to by the public entity in charge of the property.

- (b) Sale or Distribution of Services or Goods on Public Property. Notwithstanding other provisions of this article, the chief of police may issue a special event permit to enable the holder to sell or distribute services or goods on public property during special events.
- (c) Issued for Particular Time and Location. A special event permit shall be required for each event. The time and location for which the permit is valid shall be shown on the permit.
- (d) Application. An applicant for a special event permit shall file with the chief of police a written application upon a form provided for that purpose.
- (e) Fee. An applicant for, or the holder of, a special event permit shall pay a fee of as set forth in the fee schedule located in Appendix A of this code for the permit, which fee shall be a rental for the use of public property.
- (f) Investigation. After inspection or investigation, the chief of police shall approve or deny an application for a special event permit. If such application is approved, the chief of police shall issue a special event permit which shall state on its face the name of the person to whom it is granted and the expiration date. The chief of police shall designate on such permit the location at which the special event is permitted.
- (g) Revocation. The holder of a special event permit who fails to comply with this articles of the city or who violates any laws, ordinances, or regulations of the city that directly relate to the duties and responsibilities of the permitted sales or solicitations shall have the special event permit immediately revoked and such holder shall immediately return said special event permit to the chief of police.
- (h) Compliance with Article. Except for the permitting requirements, the applicant for a special event permit and/or the holder of a special event permit shall comply with all of the sections of this article and other ordinances of the city.

Sec 4.317 - Issuance

No permit shall be issued under the provisions of this article until the applicant shall have complied with all the provisions and requirements of this article applicable to such permit.

Sec 4.318 - Issuance of Permit

- (a) No permit or license shall be issued to a corporation, partnership or other impersonal legal entity, but each individual person engaging in the business of peddling or soliciting within the city shall be required to have a permit or license, whether acting for himself or as an agent or representative of another.
- (b) Seasonal food establishments that are:
 - (1) Located in a building that is not equipped for being propelled or towed on a public street;
 - (2) Situated on property zoned for commercial or retail use;
 - (3) In compliance with the requirements of the Travis County Health District;

- (4) Regularly inspected by the Travis County Health District;
- (5) Collect and pay sales taxes in compliance with state law;
- (6) Seasonal in nature and intended to be and remain in a fixed location for the duration of a season of the year, may be issued a permit under this article for operation at the specific location designated by the applicant and may be issued in the name of the entity or manager in charge of the establishment.
- (c) Special event permits shall be issued in the name of the local coordinator as deemed proper by the chief of police. If temporary booths, temporary food establishments, mobile food establishments, hawkers, peddlers or other similar peddlers or solicitors are to be part of the special event, the chief of police shall require an individual permit issued in the name of the individual in charge of the booth, mobile food establishment or other similar sales establishment being part of the event as deemed proper by the chief of police. If the chief finds that individual peddlers are not substantially part of the larger organization and requires individual permits, the fees shall be as required in [Section 4.315](#).
- (d) Temporary food establishments may be issued in the name of the entity or manager in charge of the establishment if more than two persons work at the establishment.

Sec 4.319 - Contents

Each permit issued under the provisions of this article shall be signed by the chief of police, dated as of the date of its issuance, and shall state the duration or term of such permit on the face thereof. Any permit not dated and signed as provided in this section shall be void.

Sec 4.320 - Display

Every permit holder having a permit issued under this article or required to have a permit and doing business within the city shall display his or her permit upon the request of any person, and failure to do so shall be deemed a misdemeanor.

Sec 4.321 - Duration

Every permit issued under the provisions of this article shall be valid for the period of time stated therein, but in no event shall any such permit or license be issued for a period of time in excess of 12 months, or any lesser period of time provided for in this article. A permit for a mobile food establishment or temporary food establishment shall not, in any event, be for a period of time in excess of four (4) months. A special events permit shall not be for a period of time in excess of four (4) days unless otherwise specified in the permit by the chief of police. A permit for a seasonal food establishment shall not, in any event, be

for a period of time in excess of six (6) months.

Sec 4.322 - Revocation

Any permit issued under the provisions of this article may be revoked for the violation by the permittee or licensee of any provision of this article, state law or other ordinance that directly relates to the duties and responsibilities of the permittee or licensed occupation authorized in the permit. Upon such revocation, such permit shall immediately be surrendered to the chief of police, and failure to do so shall be deemed a misdemeanor. Any person aggrieved by the revocation may appeal the chief of police's revocation within five days of surrender of the permit by written appeal tendered to the city secretary. A timely filed appeal shall suspend the revocation pending administrative reconsideration by the city manager. The city manager may uphold, revise or overturn the chief of police's revocation. If the city manager upholds the revocation, the revocation shall be effective immediately upon revocation. A previous revocation may constitute grounds for not authorizing subsequent permit applications from the same individual.

Sec 4.323 - Penalties

Any person convicted of violating any provision of this article shall be guilty of a misdemeanor and shall be subject to a fine in accordance with the general penalty provision set forth in Section 1.109 of this code. (Ordinance 02-07-25-01 adopted 7/25/02)

ARTICLE 4.500 - FOOD SAFETY REGULATIONS

Sec 4.501 - Adoption

The regulations set forth in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175 (the "Texas Food Establishment Rules"), as amended from time to time, are hereby adopted as regulations of the city to govern food establishments, to safeguard public health, and to ensure that consumers are provided food that is safe, unadulterated, and honestly presented; and each and all of the "Texas Food Establishment Rules" are hereby referred to, adopted and made a part of this section as if fully set out herein, except as amended by this article.

(Ordinance 05-10-06-03, Sec 1, adopted 10/6/05)

Sec 4.502 - Definitions

Food Establishment . Shall have the meaning set forth in 25 Texas Administrative Code, Chapter 229, Section 162(33),
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except that, as used herein, food establishments shall include a food processing plant and shall not include mobile food ~~vendors, establishments or temporary food establishments.~~

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Food Processing Plant . A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to a consumer.

State Rules . The regulations found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175, as amended from time to time. These rules are also known as "The Texas Food Establishment Rules."

(Ordinance 05-10-06-03, Sec 1, adopted 10/6/05)

Sec 4.503 - Permits

- (a) A person may not operate a food establishment without a permit issued by the city and permits are not transferable from one person to another or from one location to another.
- (b) Annual permits shall be required for all permanent food establishments and shall be renewed no later than 12 months from date of issuance. A valid permit must be posted in a place visible to the general public within the establishment.

(Ordinance 05-10-06-03, Sec

2, adopted 10/6/05) Sec

4.504 - Grease Trap

Required

- (a) ~~All food establishments utilizing the city's public sewer system and all food establishments utilizing an onsite sewage disposal system licensed and permitted by the LCRA, that produces grease or food particles~~ that are discharged into the building drain shall have installed a grease trap prior to entering the sewer, whether public or private. The following formula shall be used for sizing the grease trap and shall be considered the minimum requirement:

Total gallons per minute of all grease producing fixtures x 2 = pounds of grease

- (b) The installation of all grease traps shall be in compliance with the current adopted edition of the International Plumbing Code.

(Ordinance 05-10-06-03, Sec 3, adopted 10/6/05)

Sec 4.505 - Application for Permit and Fees

- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms

provided by the city. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the zoning district of the location of the proposed food establishment, and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the city shall notify the contract agency to inspect the proposed food establishment to determine compliance with state laws and rules, the city's zoning regulations, and this article. A food establishment that does not comply with state laws and rules, the city's zoning regulations, or this article will be denied a permit or the renewal of a permit.

(Ordinance 05-10-06-03, Sec 4, adopted 10/6/05)

Sec 4.506 - Fees

All fees shall be in compliance with the current adopted fee schedule of the city in Appendix A of this code. (Ordinance 05-10-06-03, Sec 5, adopted 10/6/05)

Sec 4.507 - Review of Plans

- (a) Whenever a food establishment is constructed or remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specification for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of material of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the city if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.

- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation. (Ordinance 05-10-06-03, Sec 6, adopted 10/6/05)

Sec 4.508 - Suspension of Permit

- (a) The city may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b) below. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing before the city manager.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided before the city manager, if a written request for a hearing is filed with the city by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.

(Ordinance 05-10-06-03, Sec 7, adopted 10/6/05)

Sec 4.509 - Revocation of Permit

- (a) The city may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the city in the performance of its duties. Prior to revocation, the city shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city manager by the holder of the permit within such ten day period.
- (b) If no request for hearing is filed within the ten day

period, the revocation of the permit becomes final.

(Ordinance 05-10-06-03, Sec 8, adopted 10/6/05)

Sec 4.510 - Administrative Process

- (a) A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the city.
- (b) The hearings provided for in these rules shall be conducted by the city manager at a time and place so designated. Based upon the evidence presented at such hearing, the city manager shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit.

(Ordinance 05-10-06-03, Sec 9, adopted 10/6/05)

Sec 4.511 - Enforcement

(a) Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine as provided in Section 1.109 of this code. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(b) The city may seek to enjoin violations of these rules.

(c) This article may be enforced by a police officer or code enforcement officer of the city, or a contract code officer as authorized by the city council. (Ordinance 05-10-06-03, Sec 10, adopted 10/6/05)



Item Cover Page

PLANNING & ZONING COMMISSION AGENDA ITEM REPORT

DATE: July 9, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Consider, Discuss, and Take Action on the Minutes from the June 11th, 2026.

ATTACHMENTS:

[2026-06-11 planning-zoning-commission_minutes_summary.pdf](#)



**PLANNING & ZONING COMMISSION
REGULAR MEETING MINUTES
THURSDAY, JUNE 11, 2026
4:00 PM
COUNCIL CHAMBERS
5803 THUNDERBIRD STREET**

Lynda Aird, Chairperson
Gene Harris, Vice Chair
Ann Cleator, Member
Jeff Hewgley, Member
Enrique Lopez, Member
Nelson Minyard, Member
Dave Stewart, Member

I. CALL TO ORDER, CALL OF ROLL

Meeting was called to order at 4:00 PM.

Present: Lynda Aird, Jeff Hewgley, Gene Harris, Ann Cleator, Enrique Lopez, Dave Stewart

Absent: Nelson Minyard

Paul Prince - Council Liaison

Jordan Strohmeyer - Staff Liaison

II. CITIZEN COMMENTS

In accordance with the Open Meetings Act, the Commission is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Chair prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below.

[Citizen Participation Registration Form](#)

III. STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City staff.

Upcoming state legislation affecting mobile food vendors will take effect July 1, 2026.

City code updates will be required:

Removal of local health permitting authority

Addition of zoning provisions to regulate vendor locations

Draft ordinance prepared by legal counsel will be presented at a future meeting

2. Routine Reports from City Council Liaison.

Clarified concerns regarding notification procedures for agenda items.

Reminded commissioners to avoid email communication among members that may violate the Open Meetings Act.

Discussed prior email incident and encouraged use of official discussion board for communication.

IV. ACTION ITEMS AND PUBLIC HEARING

1. **26-2964-R-REZ:** Conduct a Public Hearing on a request to rezone a parcel of land from TR-1 to C-2, pursuant to Section 13 of Chapter 14, at approximately 4.94 acres of Lot 27, Travis Hollow, Section Two, as recorded in Volume 78, Page 398 at 7301 Lohman Ford Road, Lago Vista, Texas 78645.

Citizen comments from Johnny Butler:

Raised concerns regarding drainage runoff damaging his property.

Reported construction activity without permits and alleged threats from the property owner.

Moved by Gene Harris; seconded by Enrique Lopez to Approve.

Motion Passed: 5- 1

Voting For: Jeff Hewgley, Gene Harris, Ann Cleator, Enrique Lopez, Dave Stewart

Voting Against: Lynda Aird

2. **26-2963-R-REZ:** Conduct a Public Hearing on a zoning change request, pursuant to Section 13 of Chapter 14, from TR-1 and R-1S to C-2 at 7600 Lohmans Ford Road (0.1421AC TRT A & Lots 1873-1874 Lago Vista Estates).

Citizen comments from Karen Todd:

- Expressed concerns about:
 - Traffic and safety
 - Drainage and runoff
 - Loss of residential character
 - Property value impacts

Moved by Lynda Aird; seconded by Gene Harris to Approve as Amended.

Motion Passed: 5- 1

Voting For: Lynda Aird, Jeff Hewgley, Gene Harris, Ann Cleator, Enrique Lopez

Voting Against: Dave Stewart

4. Approval of the May 14th, 2026 Minutes

Moved by Ann Cleator; seconded by Enrique Lopez to Approve.

Motion Passed: 5 - 0

Voting For: Lynda Aird, Jeff Hewgley, Gene Harris, Ann Cleator, Enrique Lopez

Voting Against: None

Abstain: Dave Stewart

5. Consider, discuss, and take action on the Comprehensive Plan Draft.
No formal motion adopted

Commissioners to review materials and provide feedback via discussion board
Staff to compile feedback and prepare for next meeting
Aim to resolve FLUM categories and continue plan development

V. ADJOURNMENT

Chair Lynda Aird adjourned the meeting at 5:54 PM.

CITY OF LAGO VISTA

Lynda Aird, Chair

ATTEST:

City Staff

Date approved by Planning and Zoning Commission: _____



Item Cover Page

PLANNING & ZONING COMMISSION AGENDA ITEM REPORT

DATE: July 9, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Consider, Discuss, and Take Action on the Comprehensive Plan Draft.

BACKGROUND:

At the direction of City Council, staff has continued work on the Comprehensive Plan update, including review of the Future Land Use framework, place-type descriptions, implementation language, and draft Future Land Use Map application.

City Council previously directed staff to continue utilizing the eleven-place-type framework contained within the staff draft. Accordingly, staff's current work has focused on refining how those place types are applied geographically, how transitions between land use categories are handled, and how the map can better communicate long-term development expectations without creating development entitlements.

At the prior Planning and Zoning Commission meeting, staff presented the Comprehensive Plan discussion memorandum and identified several policy questions for Commission consideration. Due to the scope of the material and the importance of the Future Land Use Map to the overall Comprehensive Plan, the Commission requested additional time to review the report and related materials before providing direction at a subsequent meeting.

This item is intended to continue that discussion and provide the Commission with an opportunity to review the draft Future Land Use Map, discuss the proposed place-type application, and provide direction to staff before revisions are prepared.

For purposes of Commission discussion, staff will present a draft

Future Land Use Map for consideration. At a staff level, the draft map intentionally applies the highest reasonable commercial intensity in areas where commercial, employment, service, and activity-center uses appear most appropriate based on access, visibility, infrastructure considerations, fiscal sustainability, and long-term community needs. At the same time, staff has attempted to buffer existing and planned residential areas through lower-intensity place types, transition areas, conservation areas, and context-sensitive land use categories.

The draft map is not intended to represent a final staff recommendation. Rather, it is intended to provide a working discussion document that allows the Commission to identify where the proposed commercial intensity, activity centers, employment areas, residential transitions, or buffering strategies should be scaled back, adjusted, relocated, clarified, or refined before a final recommendation is prepared.

Staff is seeking Commission input on the appropriate balance between future commercial growth, fiscal sustainability, neighborhood compatibility, environmental protection, scenic preservation, and community character.

FINDINGS:

Staff provides the following findings for Commission consideration:

- The Comprehensive Plan is a long-range policy document intended to guide future decisions regarding land use, infrastructure, community character, economic development, mobility, public facilities, and conservation.
- The Future Land Use Map is advisory in nature and does not rezone property, approve development, create vested rights, or authorize any specific land use, density, building form, subdivision, site plan, or development application.
- City Council has directed staff to continue using the eleven-place-type Future Land Use framework contained within the staff draft.
- Staff previously presented the Comprehensive Plan discussion memorandum to the Planning and Zoning Commission for review and discussion.
- Due to the scope and importance of the material, the Commission requested additional time to review the report and related materials before providing policy direction.
- The draft map has been prepared as a discussion tool to assist the Commission in evaluating land use pattern, place-type

application, transitions, buffering, and long-term development expectations.

- Staff has applied commercial, employment, service, and activity-center place types in areas where additional nonresidential development may support fiscal sustainability, local services, employment opportunities, and reduced reliance on residential tax base growth.
- Staff has attempted to buffer residential areas by using lower-intensity residential categories, neighborhood transition areas, parks and conservation areas, scenic preservation areas, and other context-sensitive place types where appropriate.
- Commission direction is needed to determine whether the proposed commercial intensity is appropriate or whether specific areas should be scaled back to better reflect community character, neighborhood compatibility, infrastructure limitations, environmental constraints, or scenic preservation objectives.
- Any final Future Land Use Map should include clear language explaining that the map is a policy guide and that future development remains subject to zoning, subdivision, site development, infrastructure, environmental, drainage, utility, and other applicable review requirements.

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission continue discussion of the draft Future Land Use Map and provide direction to staff regarding appropriate place-type application, commercial intensity, residential buffering, transition areas, conservation areas, scenic preservation, and any locations where the draft map should be scaled back or modified.

ATTACHMENTS:

[2026_06_08_Comp Plan Memo to PZ for June 11th Meeting \(1\).pdf](#)
[DRAFT_FLUM_2026_06_23.pdf](#)

MEMORANDUM

TO: Planning and Zoning Commission

FROM: Jordan Strohmeyer, Director of Development Services

DATE: June 11th, 2026

RE: Comprehensive Plan Subcommittee Redline Review and Discussion Framework

BACKGROUND

At the direction of City Council, staff has reviewed the redlined Comprehensive Plan document prepared by the Comprehensive Plan Subcommittee. Council directed staff to evaluate the proposed revisions, identify areas where compromise may be appropriate, and return the document to the Planning and Zoning Commission for further discussion and recommendation.

This memorandum is intended to assist the Commission by identifying key discussion items, policy questions, and areas where staff believes additional Commission direction is needed.

INTRODUCTION AND PLAN PURPOSE

The subcommittee proposed significant reductions to the introductory chapters describing what a Comprehensive Plan is, how it functions, and how it relates to City decision-making.

Staff generally agrees that portions of the introductory text can be condensed. However, staff believes much of this material serves an important educational purpose for residents, property owners, and stakeholders who may not be familiar with planning documents.

The introductory chapters explain:

- What a Comprehensive Plan is.
- Why the Plan matters.
- How the Plan guides future decisions.
- The relationship between the Plan and zoning regulations.
- The advisory nature of the Plan.
- The legal limitations of the Plan.

Several sections proposed for removal provide necessary context regarding the role of the Comprehensive Plan as a policy guide rather than a regulatory

document. Staff believes this information remains important for public understanding and should not be removed entirely.

Staff Recommendation:

Condense repetitive language where appropriate while retaining sufficient information to educate the public regarding the purpose, limitations, and implementation of the Comprehensive Plan.

GOALS, OBJECTIVES, AND ACTIONS

Staff notes that several subcommittee comments were framed as questions rather than proposed revisions. In many cases these comments raise policy questions that require Commission discussion rather than simple text edits.

Community Character

CC.O1.A4 – Guide higher-density residential development using the Future Land Use framework and compatibility standards.

Subcommittee Question:

"Is this higher density wanted by residents?"

Staff Observation:

This question does not propose an alternative policy direction. Additionally, perceptions of density vary significantly. What may be considered higher density within Lago Vista may still be considered low-density development in many Central Texas communities. The Commission should determine whether the concern relates to housing type, location, compatibility, scale, or overall density.

Discussion Question:

Should the objective remain as written, be clarified to better define appropriate locations and development forms, or be modified in some other manner?

CC.O2.A1 – Construct an indoor community center within the municipal complex.

Subcommittee Question:

"Is this wanted, and where?"

Staff Observation:

The Economic Development Corporation has actively discussed grant funding opportunities related to a future community center concept. The municipal

complex has historically been discussed as a potential location due to its proximity to City Hall, the library, police department, and other civic facilities.

Discussion Question:

Should this objective remain, and if so, should the location reference be retained or generalized?

CC.O2.A3 – Expand and modernize the Lago Vista Library.

Subcommittee Question:

"How much is the library used with all the online access?"

Staff Observation:

Library programming and community participation remain among the City's most successful and heavily utilized public services. The question appears to reflect a policy discussion rather than a proposed revision.

Discussion Question:

Should the objective remain as written or should it be modified to focus on evaluating future library needs and facility capacity?

CC.O3.A3 – Explore funding mechanisms to support public realm improvements in key areas such as Dawn Drive.

Subcommittee Question:

"Is Dawn Drive the correct place for this?"

Staff Observation:

Dawn Drive serves as a primary connection to the elementary school, municipal complex, library, police department, and civic facilities. The City has previously undertaken beautification efforts along Dawn Drive including landscaping, tree planting, and public art installations.

Discussion Question:

Should Dawn Drive remain as an example location or should the language be broadened to reference civic corridors and community gathering areas generally?

CC.O4.A3 – Pursue grant funding and partnerships to support community-focused initiatives.

Subcommittee Comment:

"Beware of outside money gaining undue influence."

Staff Observation:

Staff does not believe this comment can be translated into actionable Comprehensive Plan policy language. The Commission should determine whether grant funding and partnerships remain appropriate implementation tools.

Discussion Question:

Should grant funding and partnership opportunities remain identified as implementation strategies?

MOBILITY

M.O3.A1 – Participate in CapMetro and regional transit planning initiatives.

Subcommittee Question:

"Is CapMetro doing us any good?"

Staff Observation:

This comment raises a broader policy discussion regarding participation in regional transportation planning efforts rather than suggesting specific Plan revisions.

Discussion Question:

Should participation in regional transportation planning efforts remain an objective of the Plan?

M.O3.A2 – Identify transportation projects eligible for regional and state funding programs.

Subcommittee Comment:

"Beware of outside money gaining undue influence."

Staff Observation:

This comment presents a policy concern but does not identify a specific Plan revision.

Discussion Question:

Should pursuit of regional and state transportation funding remain an implementation strategy?

M.O3.A3 – Educate the public on golf cart regulations and designated routes.

Subcommittee Comment:

"This is redundant."

Staff Observation:

Staff generally agrees this action may overlap with M.O1.A3 and may be appropriate for consolidation.

Discussion Question:

Should these actions be combined or remain separate?

CITY SERVICES

CS.O1.A2 – Provide public education on wildfire and hazard mitigation.

Subcommittee Question:

"Redundant?"

Staff Observation:

Staff believes this objective may overlap with other emergency preparedness actions but also serves a distinct public education purpose.

Discussion Question:

Should the action remain separate or be consolidated with related emergency preparedness efforts?

FUTURE LAND USE IMPLEMENTATION

FLU.O3.A2 – Provide ongoing training for staff, boards, and elected officials.

Subcommittee Question:

"Should this be under City Services?"

Staff Observation:

The action directly supports implementation of the Future Land Use framework but also relates to broader organizational functions.

Discussion Question:

Should this action remain within Future Land Use or be relocated elsewhere within the Plan?

FUTURE LAND USE FRAMEWORK

City Council directed staff to continue utilizing the original eleven-place-type framework contained within the staff draft.

As a result, staff recommends that discussion focus on refining descriptions, transitions, implementation language, and map application rather than reconsidering the overall place-type structure.

GENERAL FUTURE LAND USE QUESTIONS

1. Does the eleven-place-type framework adequately reflect the desired long-term development pattern for Lago Vista?
2. Are there place types that require additional clarification or simplification?
3. Are there descriptions, examples, or implementation provisions that should be modified?
4. Do the place types adequately communicate character and expectations without creating development entitlements?
5. Are transitions between place types adequately described?

PLACE TYPE REVIEW QUESTIONS

Rural Residential

- Should the three-tier Rural Residential framework be retained?
- Are the distinctions between tiers clear?
- Are density ranges, lot sizes, and determination criteria appropriate?
- Does the framework adequately address environmental constraints, wildfire concerns, infrastructure limitations, and scenic preservation?

Neighborhood Residential

- Does the description accurately reflect existing neighborhoods?
- Are additional compatibility standards needed?
- Are there uses that should be added or removed?

Neighborhood Transition

- Is the purpose of this category clear?
- Does it provide an appropriate transition between residential areas and activity centers?
- Are additional compatibility or buffering expectations needed?

Neighborhood Activity Centers

- Does this category appropriately describe small-scale mixed-use and neighborhood-serving development?
- Are there uses that should be encouraged or discouraged?
- Should walkability, public spaces, or civic functions be emphasized further?

Regional Commercial

- Does this category adequately support future commercial growth and fiscal sustainability?
- Should additional design, landscaping, buffering, or access management guidance be included?

Employment and Service District

- Does this category support the City's economic development objectives?
- Are intended employment uses clearly described?
- Are there uses that should be encouraged or discouraged?

Parks and Conservation

- Does this category adequately protect environmentally sensitive areas?
- Should additional emphasis be placed on recreation, habitat preservation, or scenic protection?

Civic and Institutional

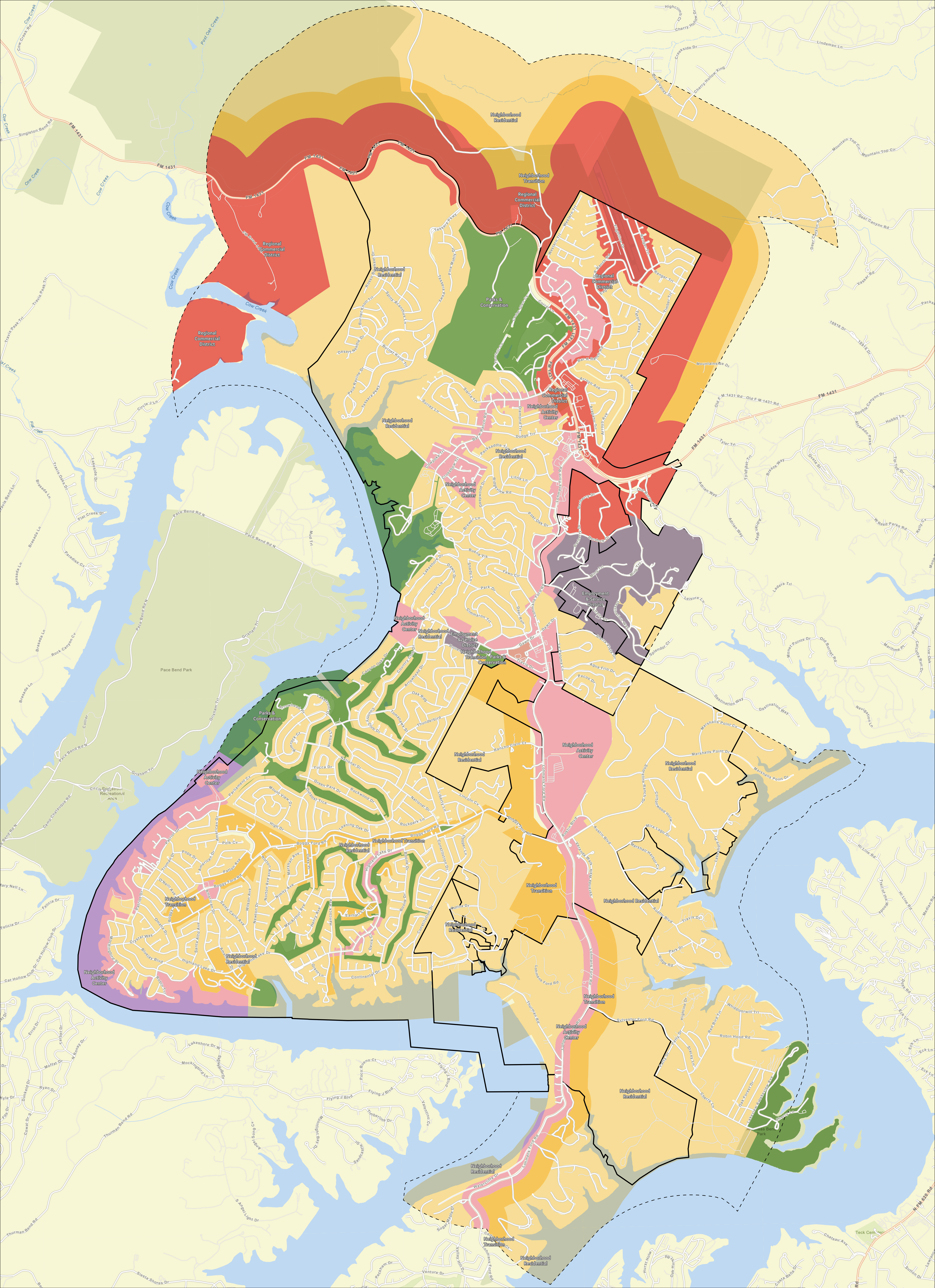
- Does this category adequately address public facilities and community-serving uses?
- Should future civic campuses, libraries, community centers, or public facilities be discussed more directly?

Scenic View and Corridor Preservation

- Should this remain a stand-alone place type or function as an overlay?
- Are scenic preservation objectives sufficiently clear?
- Should additional guidance regarding grading, height, lighting, vegetation preservation, or viewshed protection be included?

STAFF RECOMMENDATION

Staff recommends that the Commission focus discussion on policy direction, desired outcomes, place-type intent, implementation strategies, and opportunities for clarification. Once direction is provided, staff can prepare revised language that reflects Commission consensus and City Council direction.



Street City Limits City ETJ Future Land Use Employment & Service District	Legend Neighborhood Activity Center Neighborhood Residential Parks & Conservation Neighborhood Transition Regional Commercial District	(DRAFT) City Of Lago Vista Future Land Use Map		N 07501,5003,000 Feet	
					Drafted6/23/2026
					Drawn ByCity of Lago Vista
		Spatial Reference: NAD 1983 CORSSg6 StatePlane Texas Central FIPS 4203 Ft US			