

Easement Encroachment
License Agreement No. #LA 1356-2012AW

ORIGINAL
FILED FOR RECORD

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

1. **Premises.** The City grants Licensee the right to use a total of 0.0530 acre (2,307 square feet) out of the Drainage Easement with Required Maintenance recorded in Document Number 2019154183, Official Public Records of Travis County, Texas (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated Exhibit "A" and Exhibit "B", adjacent to a portion of a called 0.966 acre tract of land being out of Outlot 5, Division B, in the City of Austin, Travis County, Texas, conveyed to the Cantegra Tillery, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2019166225, Official Public Records of Travis County, Texas, with an address of 2108 Tillery Street, Austin, Texas (the "**ADJOINING PROPERTY**").

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

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove bull mesh fences, of the size and in the method shown on the attached and incorporated Exhibit "C" (collectively, the "**IMPROVEMENTS**").
3. **Consideration.** Licensee must pay an annual fee of \$8,074.50, prior to execution of this License, and annually thereafter on or before the anniversary date. The annual fee may be adjusted to reflect fair market value every two years after the effective date of this Agreement, at the Property Manager's discretion. Failure to timely pay the annual fee or provide insurance is grounds to terminate this Agreement.
4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

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

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

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

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

7. **Conditions.**
 - A. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
 - B. **Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
 - C. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the other owners of the Adjoining Property at the time, if any.
 - D. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.
 - E. **Security Deposits.** Licensee is not required to post a security deposit.

F. **Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

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

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

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

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

EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.

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

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

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

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

10. Termination.

A. Termination by Licensee. Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee

shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property for the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

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

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

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

11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
12. **Venue.** Venue for all lawsuits concerning this Agreement must be in the State District courts of Austin, Travis County, Texas.
13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and

obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

14. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

If to City:

**City of Austin- Permitting and Development Center
Development Services Department- Land Management
P.O. Box 1088
Austin, TX 78767
Phone: 512-974-2760**

If to Licensee:

**Evolv East Homeowners Association, Inc.
c/o Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759**

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

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

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

Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on _____, 2021.

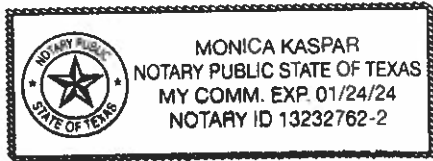
CITY OF AUSTIN, a Texas home rule municipal corporation

By *Denise Lucas*
Denise Lucas, CPM
Development Services Department

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on August 5, 2021 by Denise Lucas, CPM, Director, Development Services Department, City of Austin, a Texas municipal corporation, on behalf of the corporation.

Monica Kaspar
Notary Public, State of Texas



LICENSEE:
EVOLV EAST HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit
corporation

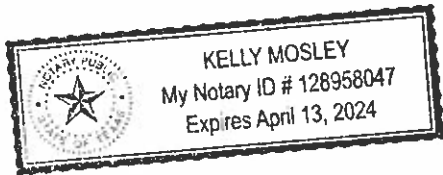
By: Shaun Ryan
Shaun Ryan, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Shaun Ryan, President of Evolv East Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of July, A.D. 2021.

Kelly Mosley
Notary Public, State of Texas



Landowner Consent:

Landowner, Cantegra Tillery, LLC, a Texas limited liability company, consents to this License Agreement by signing this License on July 29, 2021. Further, the undersigned hereby consents to the covenant on the Adjoining Property as contemplated in 7(B) hereof.

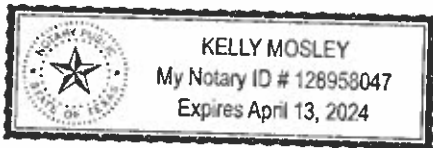
Cantegra Tillery, LLC,
a Texas limited liability company

By: Cantegra Investments, LLC
a Texas limited liability company,
its Manager

By: Shaun Ryan
Name: Shaun Ryan
Title: Managing Member

State of Texas §
County of Travis §

This instrument was acknowledged before me on July 29, 2021, by Shaun Ryan, Managing Member of Cantegra Investments, LLC, a Texas limited liability company, the Manager of Cantegra Tillery, LLC, a Texas limited liability company,, on behalf of said limited liability company.



Kelly Mosley
Notary Public, State of Texas



Eagle Eye Construction Layout
3000 Joe DiMaggio Blvd. Suite 84
Round Rock, Texas 78665
(512) 464-4468
TBPLS FIRM # 10194139

FILE No. LA 1356-201
EXHIBIT "A"

(LICENSE AGREEMENT)

**0.0530 ACRES, (± 2,307 Sq. Ft.)
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

A DESCRIPTION TO ACCOMPANY A SKETCH OF TWO (2) SEPARATE TRACT(S) OF LAND TOTALING 0.0530 ACRES (APPROX. 2,307 Sq. Ft.) OF LAND, SITUATED IN THE LOGAN VANDEVER SURVEY No. 2, ABSTRACT No. 784, LOCATED IN TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 0.966 ACRE TRACT OF LAND BEING OUT OF THE OUTLOT 50, DIVISION B, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO CANTEGRA TILLERY, LLC., DATED OCTOBER 23, 2019 AND APPEARING OF RECORD UNDER DOCUMENT No. 2019166225 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF THAT CERTAIN 0.24 ACRE DRAINAGE EASEMENT DEDICATED IN DOCUMENT NO.2019154183 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0530 ACRES BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING TWO (2) INDIVIDUAL METES AND BOUNDS DESCRIPTIONS;

**TRACT I
0.0288 Acres, (± 1,253 Sq. Ft.)**

COMMENCING at a previously set ½-inch iron rod with plastic cap, stamped "4863" for the northeasterly (northerly most) corner of the aforementioned 0.966 Acre tract of land, same being the southeasterly corner of a called 1.217 Acre tract of land being described in that certain Special Warranty Deed, conveyed to 2200 Ventures SC, LLC., dated December 18, 2018 and appearing of record under Document No. 2018195518 of the Official Public Records of Travis County, Texas, same being a point along the southwesterly right-of-way line of Tillery Street, having a variable right-of-way width, and from which a previously set ½-inch iron rod with plastic cap, stamped "4863" bears South 11° 45' 56" East, along the common dividing line of said 0.966 Acre tract of land and said right-of-way line a distance of 121.12 feet for the southeasterly corner of said 0.966 Acre tract of land, same being a point along the northerly most lot line of Lot 20, Encino Terrace, a subdivision appearing of record in Volume 30, Page 22 of the Plat Records of Travis County, Texas;

THENCE South 04° 24' 01" West, over and across the aforementioned 0.966 Acre tract of land, a distance of 99.12 feet to a calculated point for the northeasterly corner of said 0.24 acre drainage easement and northeasterly corner of the hereon, described 0.0288 Acre tract of land and the **POINT OF BEGINNING**;

THENCE continuing over and across the aforementioned 0.966 Acre tract of land, traversing the perimeter of the hereon, described 0.0288 Acre tract of land with the following Four (4) courses and distances:

- 1). **South 09° 52' 56" East**, a distance of **12.00 feet** to a calculated point for the southeasterly corner of the hereon, described 0.0288 Acre tract of land;
- 2). **South 80° 07' 04" West**, a distance of **104.45 feet** to a calculated point for the southeasterly corner of the hereon, described 0.0288 Acre tract of land;
- 3). **North 09° 41' 48" West**, a distance of **12.00 feet** to a calculated point for the northwesterly corner of the hereon, described 0.0288 Acre tract of land;
- 4). **North 80° 07' 04" East**, a distance of **104.42 feet** to the **POINT OF BEGINNING**, containing the hereon, described 0.0288 Acre (Approx. 1,253 Sq. Ft.) tract of land, more or less.

TRACT II

0.0242 Acres, (± 1,054 Sq. Ft.)

COMMENCING at a previously set ½-inch iron rod with plastic cap, stamped "4863" for the northeasterly (northerly most) corner of the aforementioned 0.966 Acre tract of land, same being the southeasterly corner of a called 1.217 Acre tract of land being described in that certain Special Warranty Deed, conveyed to 2200 Ventures SC, LLC., dated December 18, 2018 and appearing of record under Document No. 2018195518 of the Official Public Records of Travis County, Texas, same being a point along the southwesterly right-of-way line of Tillery Street, having a variable right-of-way width, and from which a previously set ½-inch iron rod with plastic cap, stamped "4863" bears South 11° 45' 56" East, along the common dividing line of said 0.966 Acre tract of land and said right-of-way line a distance of 121.12 feet for the southeasterly corner of said 0.966 Acre tract of land, same being a point along the northerly most lot line of Lot 20, Encino Terrace, a subdivision appearing of record in Volume 30, Page 22 of the Plat Records of Travis County, Texas;

THENCE South 50° 25' 14" West, over and across the aforementioned 0.966 Acre tract of land, a distance of 193.88 feet to a calculated point on the north line of said 0.24 acre drainage easement for the northeasterly corner of the hereon, described 0.0242 Acre tract of land and the **POINT OF BEGINNING**;

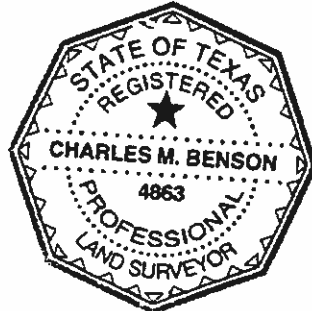
THENCE continuing over and across the aforementioned 0.966 Acre tract of land, traversing the perimeter of the hereon, described 0.0242 Acre tract of land with the following Four (4) courses and distances:

- 1). **South 09° 41' 48" East**, a distance of **12.00 feet** to a calculated point for the southeasterly corner of the hereon, described 0.0242 Acre tract of land;
- 2). **South 80° 07' 04" West**, a distance of **87.89 feet** to a calculated point for the southwesterly corner of the hereon, described 0.0242 Acre tract of land;
- 3). **North 09° 41' 48" West**, a distance of **12.00 feet** to a calculated point for the northwesterly corner of the hereon, described 0.0242 Acre tract of land;
- 4). **North 80° 07' 04" East**, a distance of **87.89 feet** to the **POINT OF BEGINNING**, containing the hereon, described 0.0242 Acre (Approx. 1,054 Sq. Ft.) tract of land, more or less.

Survey on the ground January 7, 2020.

Attachment: A separate license agreement sketch accompanies this metes and bounds description

Bearing are based on the Texas Coordinate System, Central Zone (FIPS 4203)



Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

April 20, 2021

TCAD PARCEL ID. 0212152301
AUSTIN GRID L24

FIELD NOTES REVIEWED
BY [Signature] DATE: 04/21/21
CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

A SKETCH TO ACCOMPANY A DESCRIPTION OF TWO (2) SEPARATE TRACT(S) OF LAND, TOTALING 0.0630 ACRES (APPROX. 2,307 Sq. Ft.) OF LAND, SITUATED IN THE LOGAN VANDEVER SURVEY No. 2, ABSTRACT No. 784, LOCATED IN TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 0.966 ACRE TRACT OF LAND BEING A OUT OF OUTLOT 50, DIVISION B, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO CANTIGRA TILLERY, LLC., DATED OCTOBER 23, 2019 AND APPEARING OF RECORD UNDER DOCUMENT NO. 2019166225 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF THAT CERTAIN 0.24 ACRE DRAINAGE EASEMENT DEDICATED IN DOCUMENT NO. 2019154183 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

SURVEY NOTES:

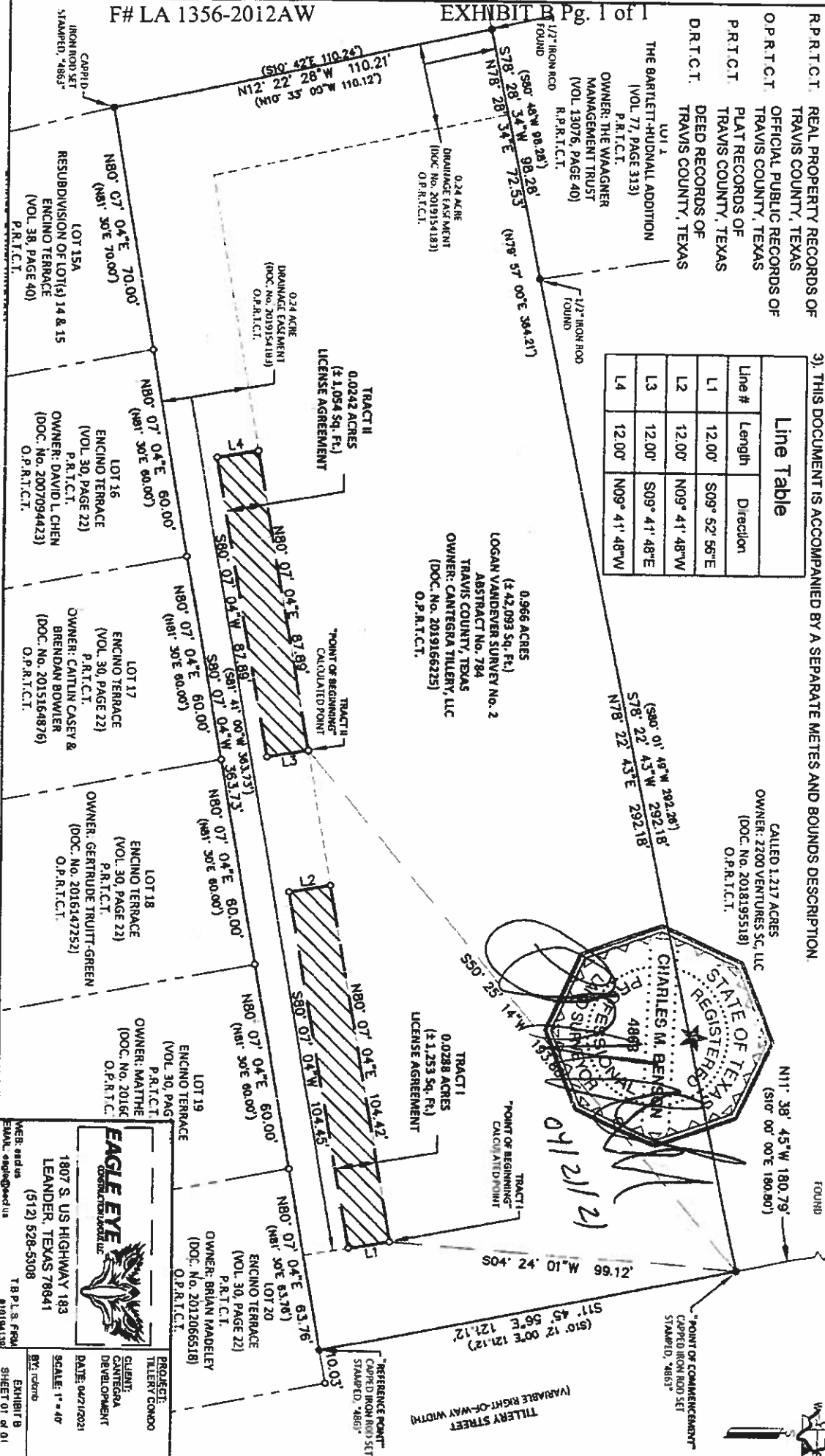
- 1) POINTS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203)
- 2) GRID DISTANCES SHOWN ARE IN U.S. SURVEY FEET.
- 3) THIS DOCUMENT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

SCALE: 1" = 40'

- BOUNDARY FOUND/SET (NOTED)
- CALCULATED POINT
- RECORD CALL

R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS

Line #	Length	Direction
L1	12.00'	S09° 52' 56"E
L2	12.00'	N09° 41' 48"W
L3	12.00'	S09° 41' 48"E
L4	12.00'	N09° 41' 48"W



EAGLE EYE
 CONSTRUCTION, LLC

1807 S. US HIGHWAY 183
 LEANDER, TEXAS 78641
 (512) 528-5308

PROJECT: TILLERY CONDO
 CLIENT: CANTIGRA DEVELOPMENT
 DATE: 04/27/2021
 SCALE: 1" = 40'

WEB: www.eagleeye.com
 EMAIL: info@eagleeye.com

T.B.P.L.S. FIRM #10194138

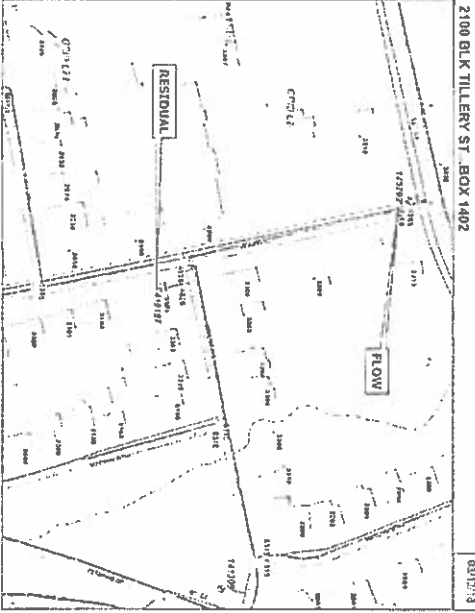
EXHIBIT B
 SHEET 01 of 01

INSPECTION NOTES

GENERAL NOTES
The inspector shall not be responsible for the accuracy of the information provided by the applicant or the contractor.

FIRE FLOW TEST DATA

Fire Flow Test Data form with fields for hydrant, flow, and test results. Includes 'Austin Fire Department Hydrant Flow Test Report' header.



FIRE FLOW MAP

STANDARD CONSTRUCTION NOTES

NOVEMBER 23, 2017

RECEIVED SEP 11 AM 11:00 Austin Water Utility

PROJECT INFORMATION

Table with project details including 'FIRE DOMESTIC AND IRRIGATION DEMAND DATA' and 'METER MAKE' information.

Meter Make: Meter 1.5 inch, and buyer must be purchased and ordered 90 days in advance of installation.

WATER AND WASTEWATER SERVICE CONNECTION

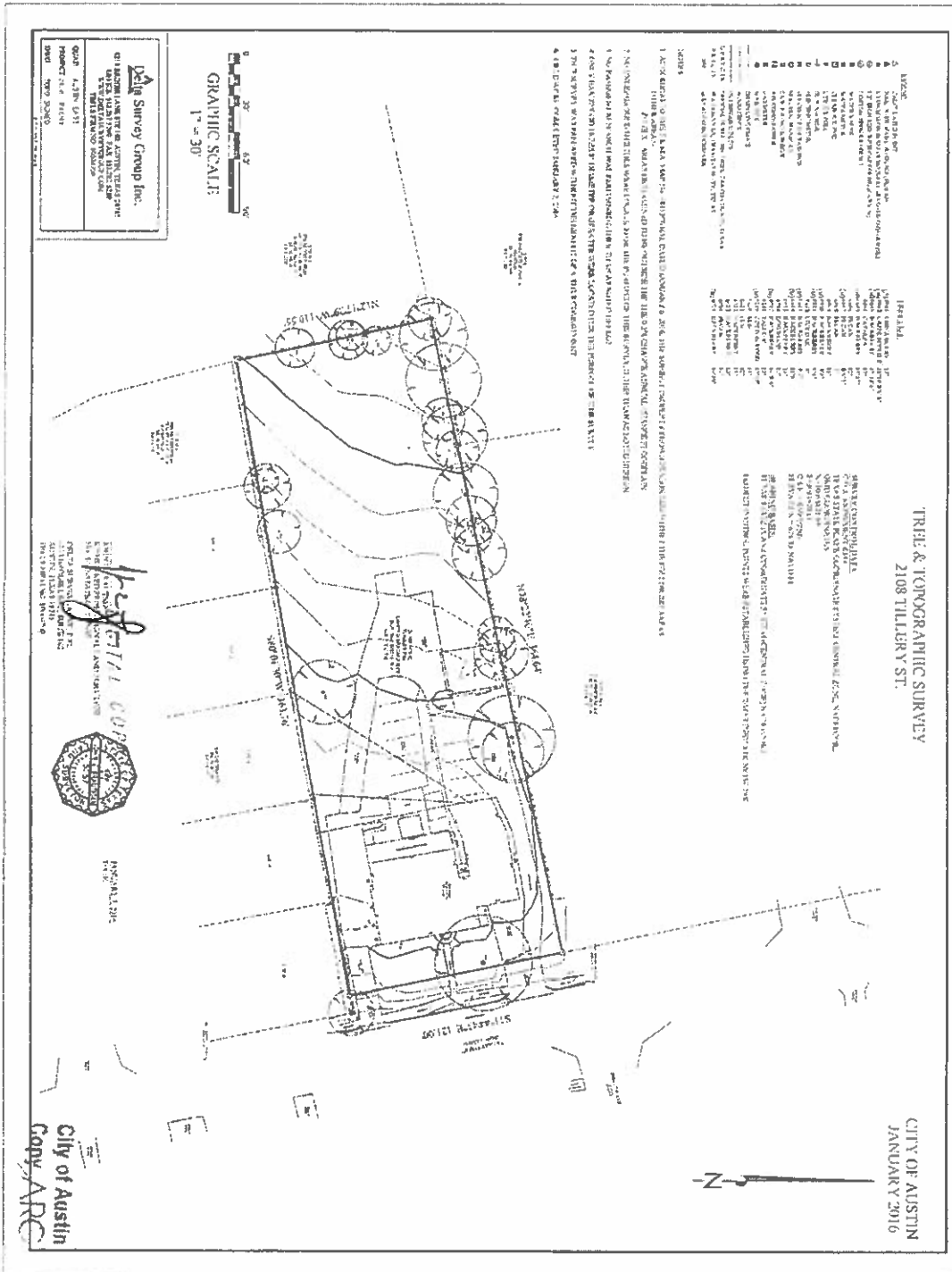
Form for water and wastewater service connection with fields for 'Water Service' and 'Wastewater Service'.

City of Austin City Engineer's Office stamp and signature area with 'Copy A/B/C' marking.



AUSTIN CIVIL ENGINEERING, INC. 1901 B MARSHALL BLVD, SUITE 201, AUSTIN, TX 78746

TILLERY RESIDENTIAL CONDOMINIUM 2108 TILLERY STREET AUSTIN, TEXAS 78723



Delta Survey Group Inc.
 6110 NORTH LAMAR STREET, SUITE 200
 AUSTIN, TEXAS 78753
 TEL: 512.452.1234
 FAX: 512.452.1235
 WWW.DELTASURVEY.COM

DATE: AUGUST 2011
 PROJECT: TILLERY ST
 SHEET: 001 OF 001

GRAPHIC SCALE
 1" = 30'

- LEGEND**
- 1. EXISTING BUILDING FOOTPRINT
 - 2. EXISTING CURB
 - 3. EXISTING SIDEWALK
 - 4. EXISTING DRIVE
 - 5. EXISTING DRIVE
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TILLERY & TROPICANIC SURVEY
 2108 TILLERY ST.

CITY OF AUSTIN
 JANUARY 2016

City of Austin
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THIS PLAN IS THE PROPERTY OF DELTA SURVEY GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DELTA SURVEY GROUP, INC.

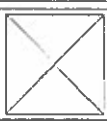
DELTA SURVEY GROUP, INC.
 6110 NORTH LAMAR STREET, SUITE 200
 AUSTIN, TEXAS 78753
 TEL: 512.452.1234
 FAX: 512.452.1235
 WWW.DELTASURVEY.COM

SHEET 4
 OF 5

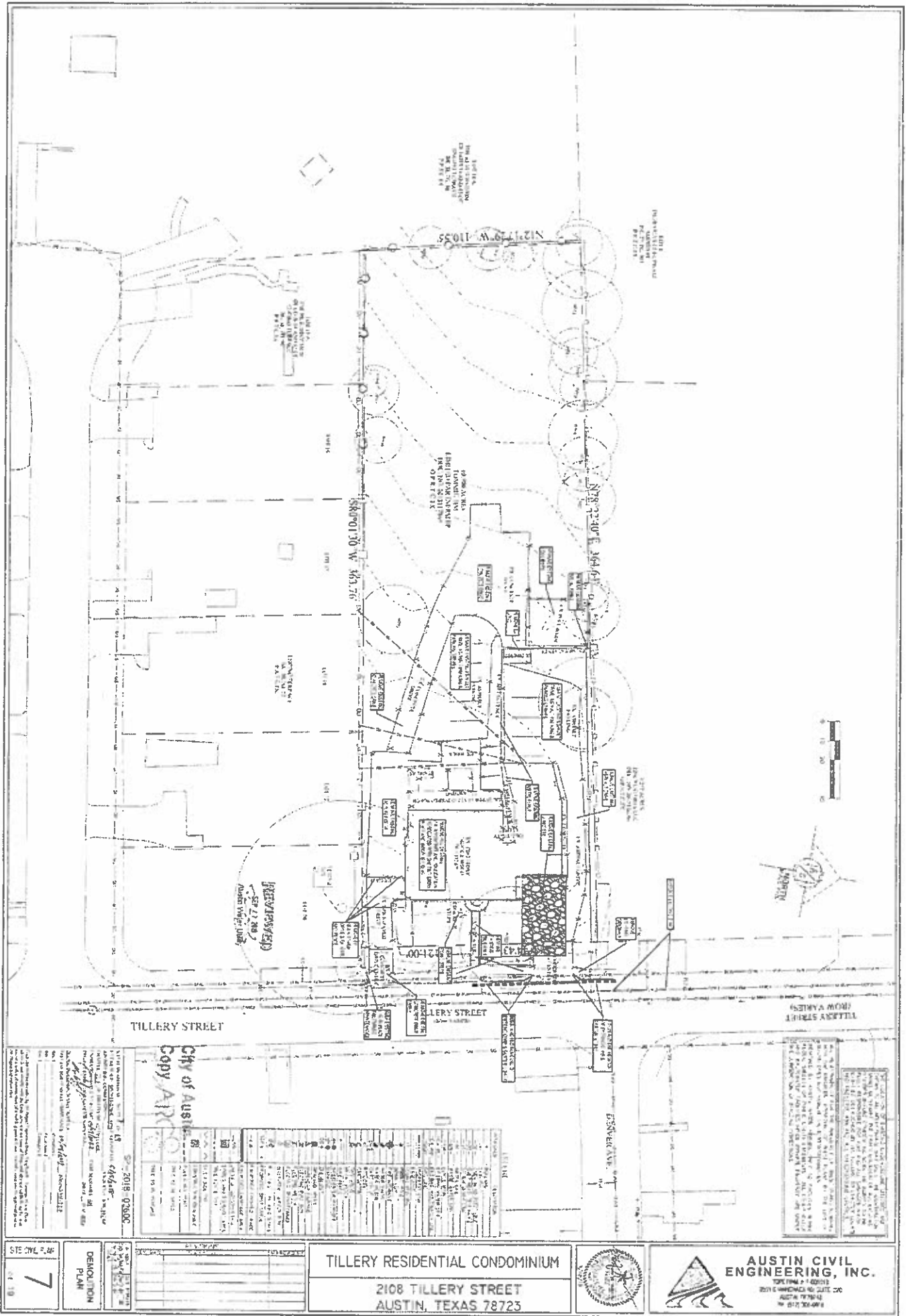
DATE: 01/15/16
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

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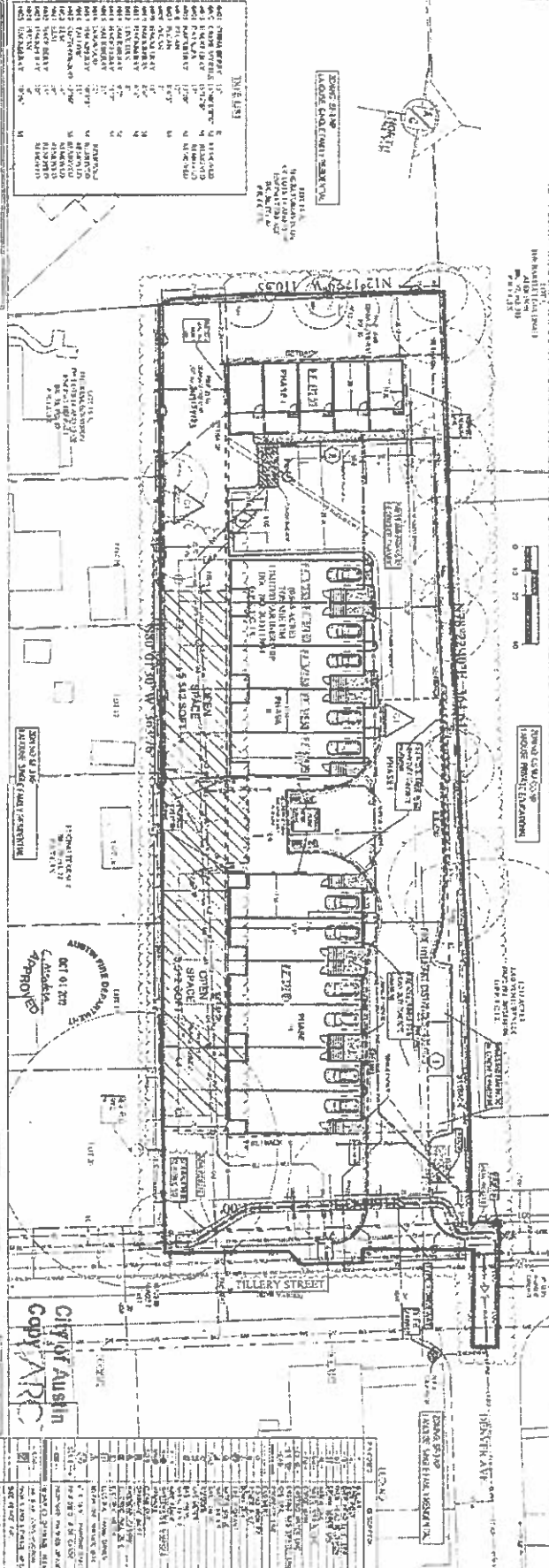
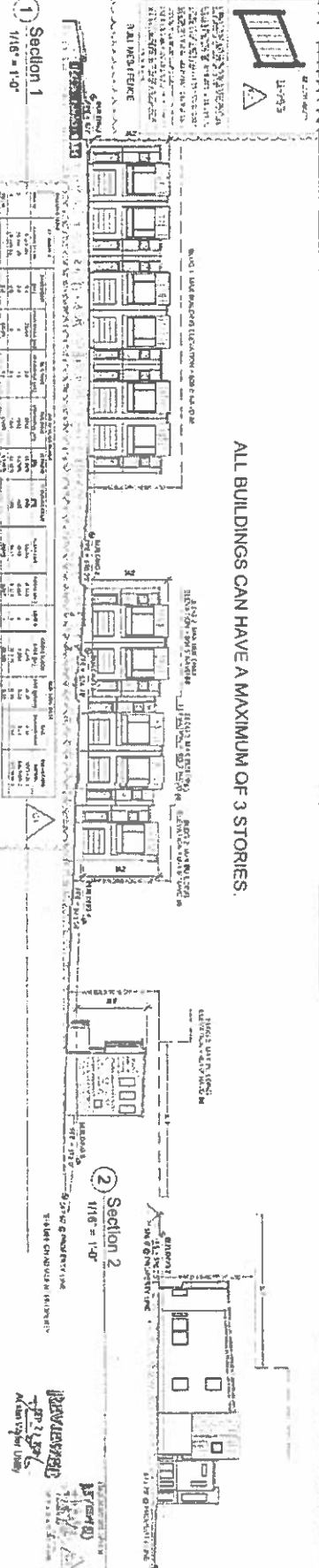
TILLERY RESIDENTIAL CONDOMINIUM
 2108 TILLERY STREET
 AUSTIN, TEXAS 78723



AUSTIN CIVIL ENGINEERING, INC.
 8071 LAMAR AVENUE, SUITE 200
 AUSTIN, TEXAS 78753
 TEL: 512.452.1234
 FAX: 512.452.1235
 WWW.AUSTINCIVIL.COM



ALL BUILDINGS CAN HAVE A MAXIMUM OF 3 STORIES.



NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	CONCRETE	100	10.00	1000.00
2	STEEL	50	20.00	1000.00
3	BRICK	200	5.00	1000.00
4	GLASS	100	10.00	1000.00
5	CEILING	100	10.00	1000.00
6	FLOORING	100	10.00	1000.00
7	MECHANICAL	100	10.00	1000.00
8	ELECTRICAL	100	10.00	1000.00
9	PAINT	100	10.00	1000.00
10	LABOR	100	10.00	1000.00
11	PERMITS	1	1000.00	1000.00
12	INSURANCE	1	1000.00	1000.00
13	DESIGN	1	1000.00	1000.00
14	CONSTRUCTION	1	1000.00	1000.00
15	CONTINGENCY	1	1000.00	1000.00
16	TOTAL			10000.00

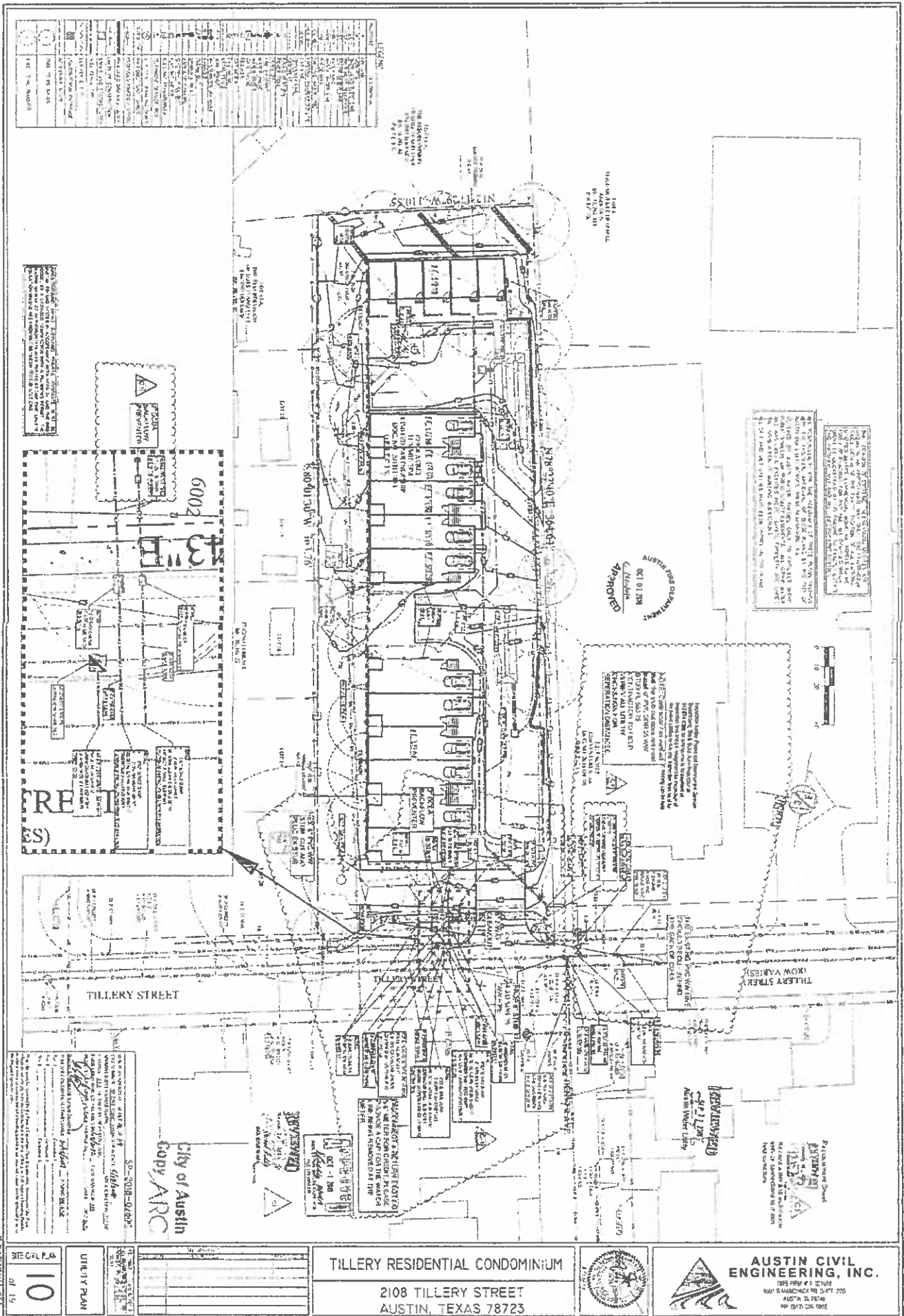
NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL CONSTRUCTION ACTIVITIES.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF AUSTIN.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORK SITE AT ALL TIMES.
10. ALL UTILITIES SHALL BE REPAIRED OR REPLACED AS NECESSARY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
12. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF AUSTIN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
14. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
15. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORK SITE AT ALL TIMES.
16. ALL UTILITIES SHALL BE REPAIRED OR REPLACED AS NECESSARY.

TILLERY RESIDENTIAL CONDOMINIUM
2108 TILLERY STREET
AUSTIN, TEXAS 78723

AUSTIN CIVIL ENGINEERING, INC.
5001 BRUNNEN DRIVE, SUITE 100
AUSTIN, TEXAS 78744
PH: 512.228.4216

8
CL 10

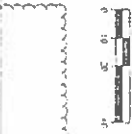


NO.	DESCRIPTION	DATE	BY
1	PREPARED FOR THE CITY OF AUSTIN	10/10/12	AC
2	REVISIONS		
3	REVISIONS		
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15	REVISIONS		
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18	REVISIONS		
19	REVISIONS		
20	REVISIONS		

THE CITY OF AUSTIN HAS REVIEWED THIS PLAN AND APPROVES THE SAME FOR THE CITY OF AUSTIN. THIS APPROVAL IS LIMITED TO THE CITY OF AUSTIN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF AUSTIN DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

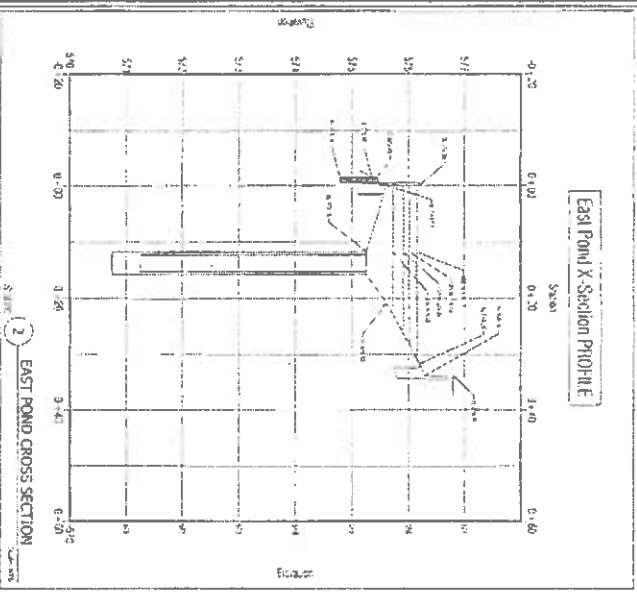
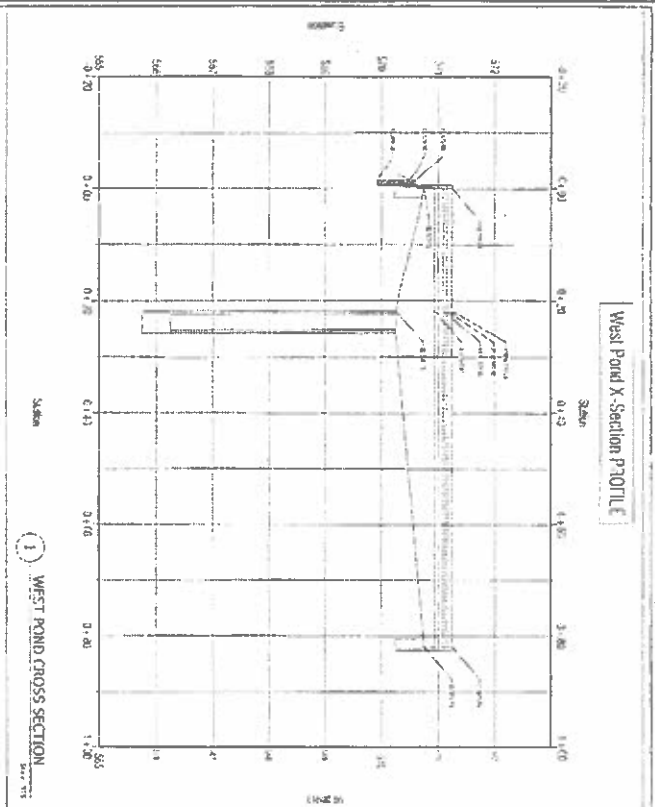
APPROVED
 OCT 10 2012
 L. M. LUCAS
 AUSTIN PUBLIC WORKS DEPARTMENT

PROPOSED UTILITY PLANS AND EASEMENTS FOR THE TILLERY RESIDENTIAL CONDOMINIUM. THE PLANS SHOW THE LOCATION OF ALL UTILITIES AND EASEMENTS AND THE DISTANCES BETWEEN THEM. THE DISTANCES BETWEEN UTILITIES AND EASEMENTS ARE SHOWN IN FEET AND INCHES.



Professional Seal
 Austin Civil Engineering, Inc.
 License No. 1356-2012AW
 State of Texas
 Registered Professional Engineer
 License No. 1356-2012AW

SITE PLAN	10
UTILITY PLAN	



WEST POND CROSS SECTION

Station	Top of Pond	Bottom of Pond	Depth
0+00	545.00	540.00	5.00
0+20	545.00	540.00	5.00
0+40	545.00	540.00	5.00
0+60	545.00	540.00	5.00
0+80	545.00	540.00	5.00
1+00	545.00	540.00	5.00

EAST POND CROSS SECTION

Station	Top of Pond	Bottom of Pond	Depth
0+00	530.00	525.00	5.00
0+20	530.00	525.00	5.00
0+40	530.00	525.00	5.00
0+60	530.00	525.00	5.00

Tillery Residential Condominiums

APR 2018

2108 Tillery Street, Austin, TX 78723

Station	Top of Pond	Bottom of Pond	Depth	Volume
0+00	545.00	540.00	5.00	100.00
0+20	545.00	540.00	5.00	100.00
0+40	545.00	540.00	5.00	100.00
0+60	545.00	540.00	5.00	100.00
0+80	545.00	540.00	5.00	100.00
1+00	545.00	540.00	5.00	100.00

***RETENTION-IRRIGATION VOLUMES CONTAINED IN SUBSURFACE PONDS**

City of Austin
COPY APR 2018

WEST POND CROSS SECTION

Station	Top of Pond	Bottom of Pond	Depth
0+00	545.00	540.00	5.00
0+20	545.00	540.00	5.00
0+40	545.00	540.00	5.00
0+60	545.00	540.00	5.00
0+80	545.00	540.00	5.00
1+00	545.00	540.00	5.00

EAST POND CROSS SECTION

Station	Top of Pond	Bottom of Pond	Depth
0+00	530.00	525.00	5.00
0+20	530.00	525.00	5.00
0+40	530.00	525.00	5.00
0+60	530.00	525.00	5.00

AUSTIN CIVIL ENGINEERING, INC.

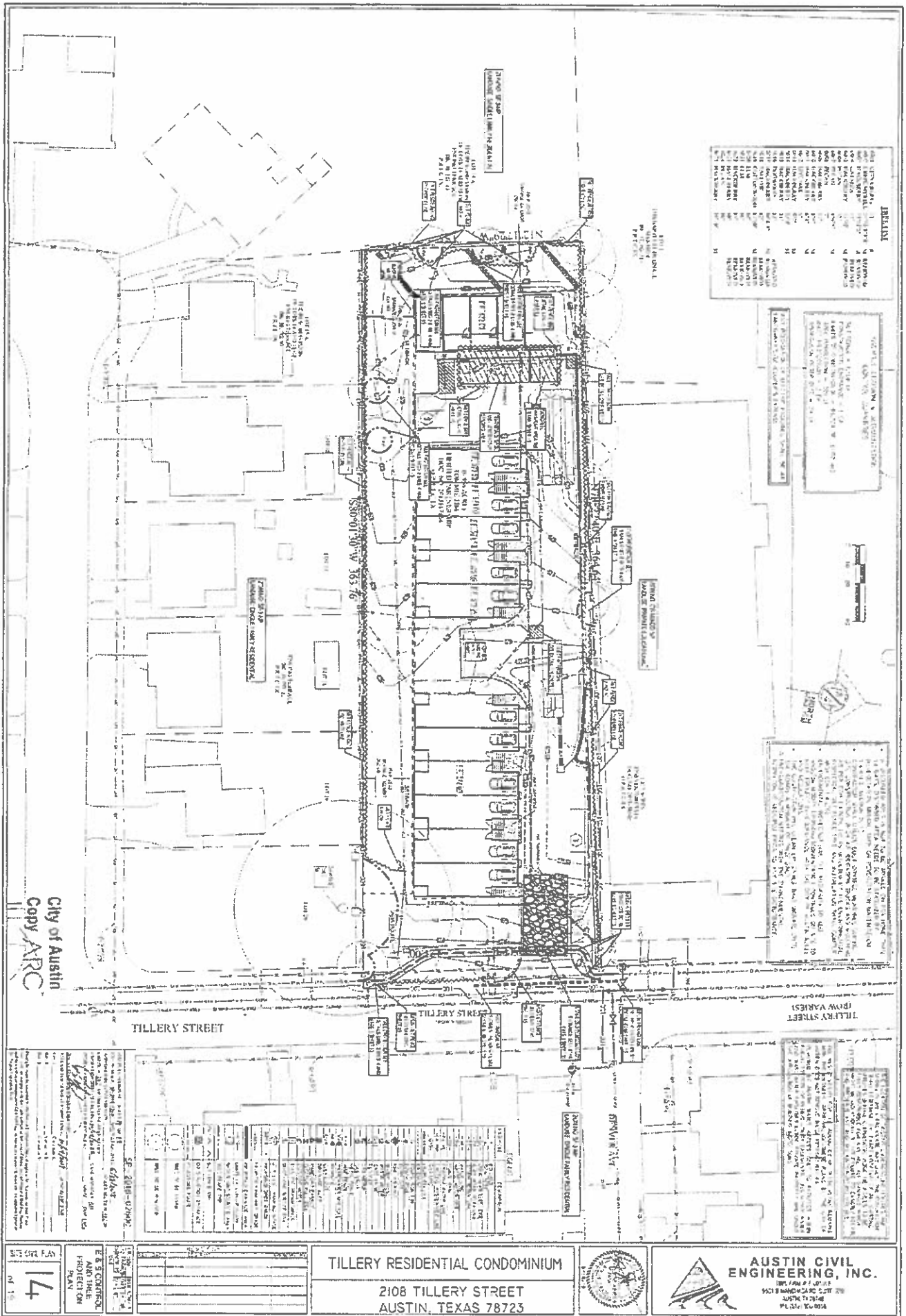
1005 FAY BLVD, SUITE 100
AUSTIN, TX 78754

TILLERY RESIDENTIAL CONDOMINIUM

2108 TILLERY STREET
AUSTIN, TEXAS 78723

City of Austin
COPY APR 2018

12 of 13



City of Austin
Copy ARC

SE 2008-010902

APPROVED FOR THE CITY OF AUSTIN

DATE: 08/14/12

BY: [Signature]

PROJECT: TILLEY RESIDENTIAL CONDOMINIUM

ADDRESS: 2108 TILLEY STREET, AUSTIN, TEXAS 78723

OWNER: [Name]

DESIGNER: [Name]

DATE: 08/14/12

BY: [Signature]

SITE CIVIL PLAN

14

OF 19

E & S CONTROL

PRODUCTION

PLAN

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	08/14/12	[Name]
2	REVISION		
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TILLEY RESIDENTIAL CONDOMINIUM

2108 TILLEY STREET

AUSTIN, TEXAS 78723

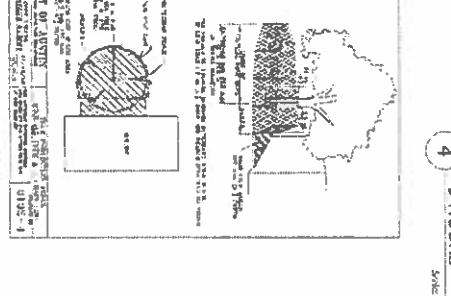
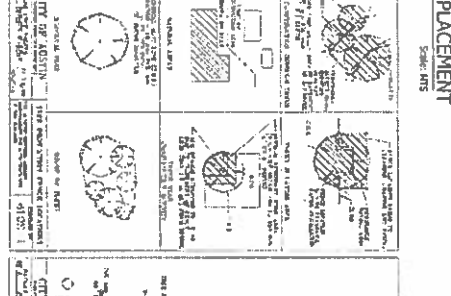
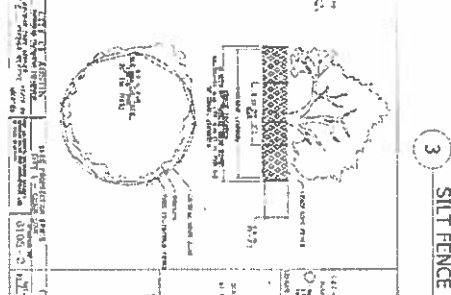
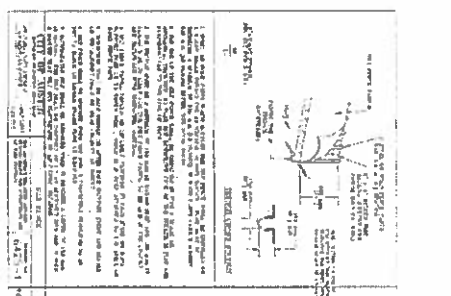
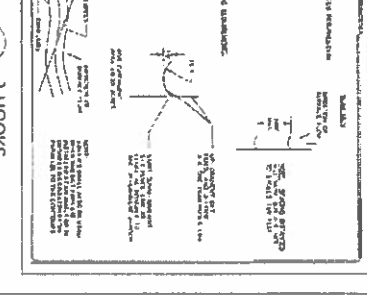
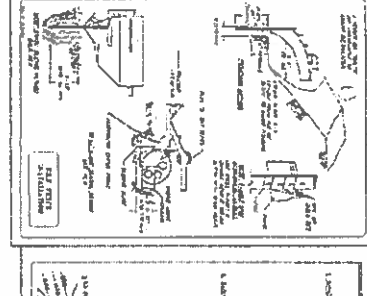
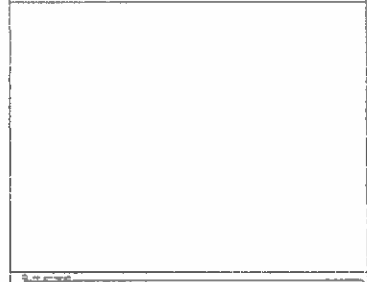
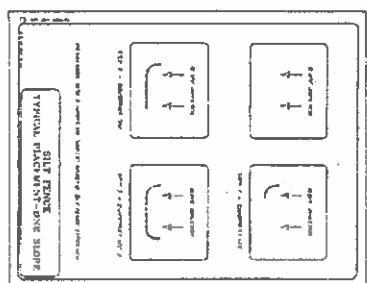
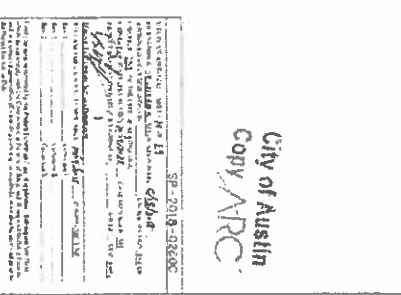
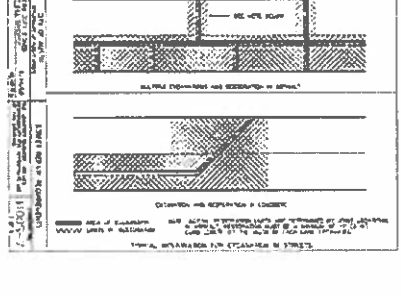
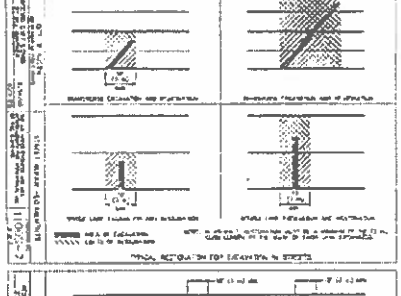
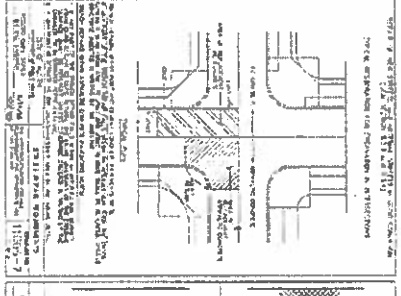
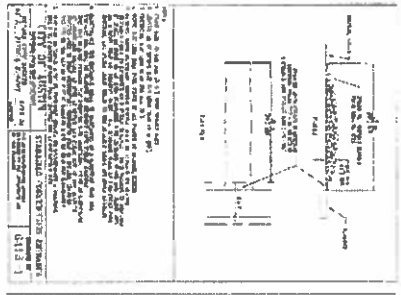
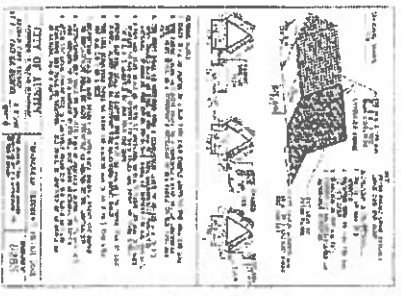
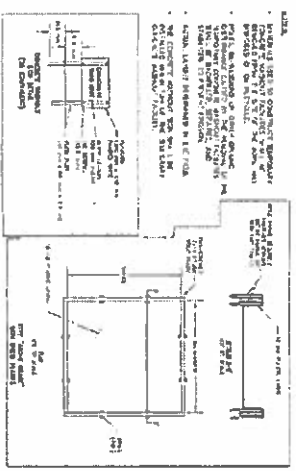
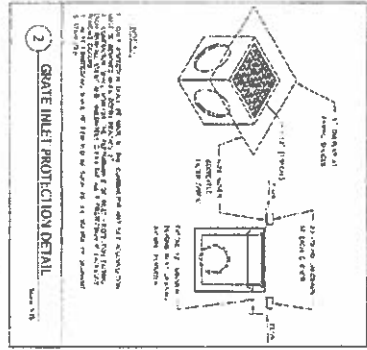
AUSTIN CIVIL ENGINEERING, INC.

1801 FARM ROAD #1, SUITE 103

5621 BURNING WOODS COURT, SUITE 200

AUSTIN, TEXAS 78745

PL 1314 TX-0024



3 SILT FENCE PLACEMENT

4 J-HOOKS

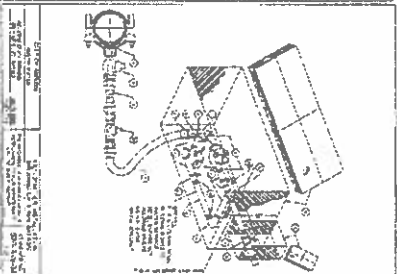
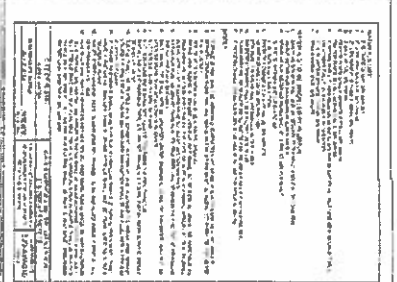
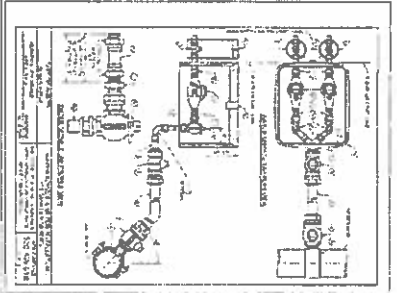
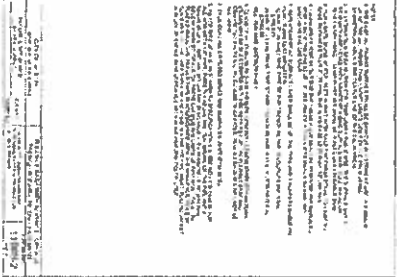
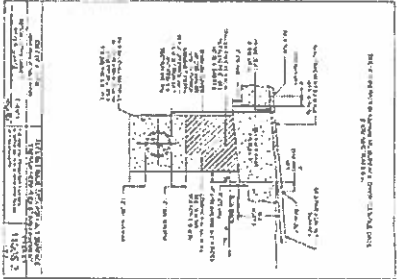
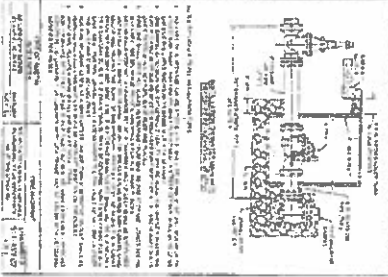
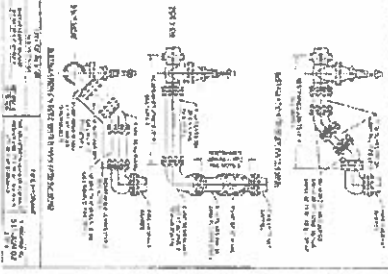
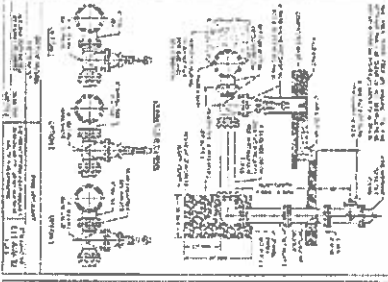
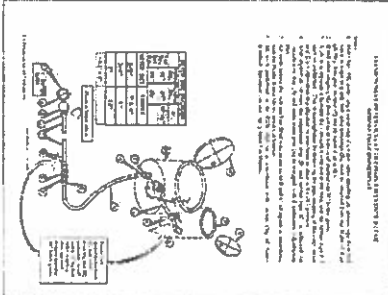
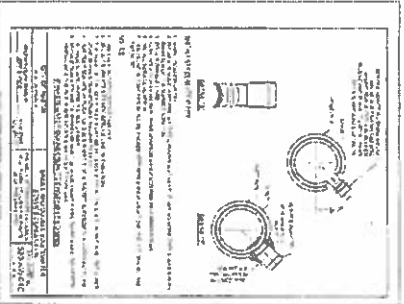
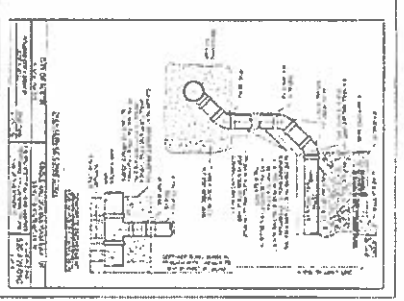
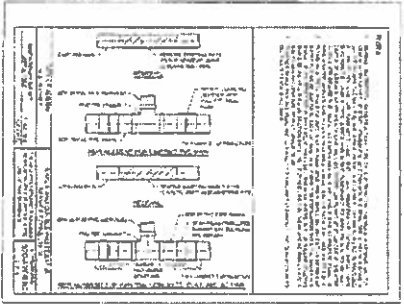
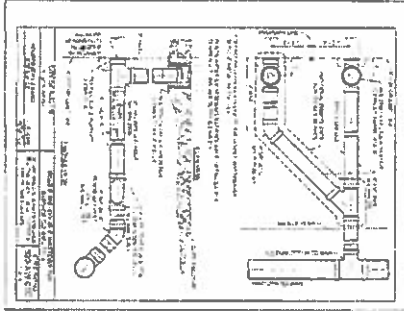
City of Austin
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TILLERY RESIDENTIAL CONDOMINIUM
2108 TILLERY STREET
AUSTIN, TEXAS 78723



AUSTIN CIVIL ENGINEERING, INC.
2001 E. MANANCA RD. S. 179 COR.
AUSTIN TX 78748
TEL: 787-366-9718

16	of 19
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INVENTED BY
 DATE
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 CHECKED BY
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 APPROVED BY
 DATE
 CITY OF AUSTIN
 COPY
 AARC
 SP-2018-0250C
 PROJECT NO. 1356-2012AW
 SHEET NO. 17
 OF 19

TILLERY RESIDENTIAL CONDOMINIUM
 2108 TILLERY STREET
 AUSTIN, TEXAS 78723


AUSTIN CIVIL ENGINEERING, INC.
 THE PRINCE OF GEORGES
 6008 MARSHALL ROAD, SUITE 120
 AUSTIN, TEXAS 78745
 P.O. BOX 958-0916

After recording, return to:

City of Austin – PDC
DSD-Land Management
P.O. Box 1088
Austin, TX. 78767



2021175434

COPY

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

**Dana DeBeauvoir, County Clerk
Travis County, Texas**

Aug 06, 2021 12:43 PM

Fee: \$154.00 MACEDOS

THANK YOU, HAVE A NICE DAY
INDEXES AVAILABLE
WWW.TRAVISCOUNTYCLERK.ORG
DANA DEBBARDIN
COUNTY CLERK
Deputy: MACELOS

CHECK 330 200.00
=====
Total Amount Paid 200.00

2021175435 AFFIDAVIT 46.00
=====
Total Amount Due 200.00

2021175434 AGREEMENT 33 154.00

DOCUMENT # PGS FEE

RECEIPT # 140328
DATE 08/06/2021 12:43:07 PM

ISSUED TO: CANTEGRA TILLERY LLC

TRAVIS COUNTY CLERK
P.O. BOX 149325
AUSTIN, TX 78714-9325
(512) 854-9188