



Travis County Commissioners Court Agenda Request

Meeting Date: April ~~10~~¹⁷, 2012

Prepared By: David Wahlgren **Phone #:** 974-6455

Division Director/Manager: Anna Bowlin *AB*
Division Director, Development Services

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) a plat for recording: The Overlook Estates Phase II Final Plat (41 total lots - 40.93 acres - Rawhide Trail - City of Austin ETJ); and
- B) a subdivision construction agreement between Travis County and DACK Interests, Corp in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) The applicant is requesting approval of The Overlook Estates Phase II Final Plat. The subdivision proposes 41 total lots (39 single-family lots, one access lot, and one park/open space/public utility easement lot) on 40.93 acres. Water service will be provided by the City of Austin, and wastewater will be provided by on-site sewer system. This subdivision is providing an on site private park and has also paid \$3,961.00 in parkland fees.

This final plat was approved for alternative fiscal by the Commissioners Court on December 28, 2010. The applicant has now decided to post the required remaining fiscal in the amount of \$779,194.00 rather than continue using alternative fiscal so that the plat may now be approved and recorded.

B) The applicant proposes to enter into a subdivision construction agreement between Travis County and DACK Interests, Corp to outline the subdivision's infrastructure improvements.

STAFF RECOMMENDATIONS:

The application meets all requirements and was approved by the City of Austin Zoning and Platting Commission on June 15, 2010; Single Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone at the time this report was written.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct Map
- Location Map
- Proposed Final Plat
- Subdivision Construction Agreements

REQUIRED AUTHORIZATIONS:

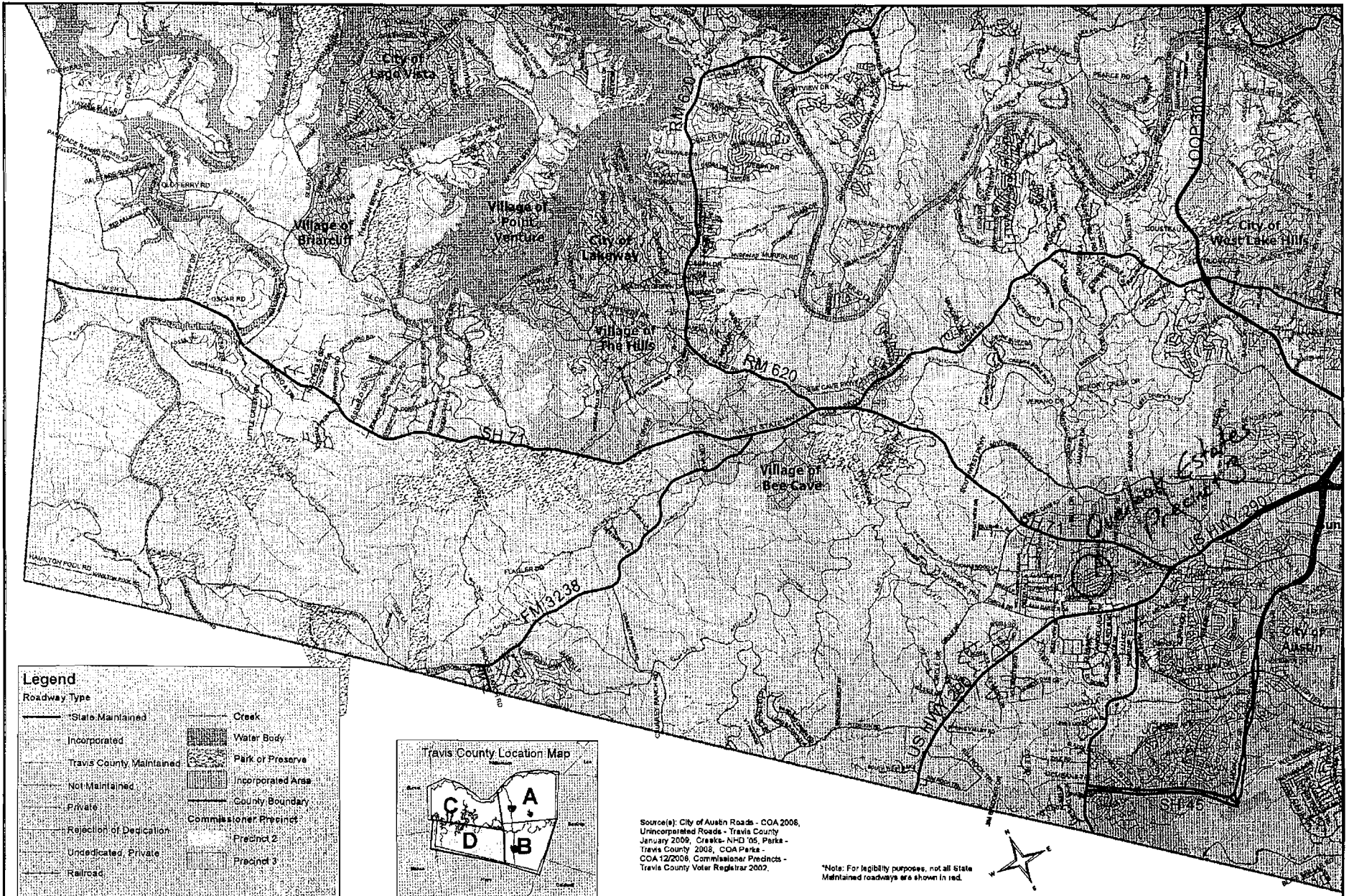
| | | | |
|------------------|-------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
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SM:AB:dw

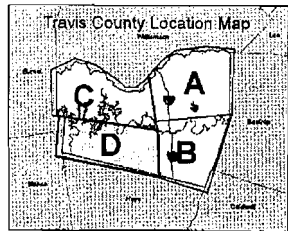
1101 - Development Svs- The Overlook Estates Ph II Final Plat



Legend

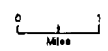
Roadway Type

| | |
|--------------------------|------------------------|
| State Maintained | Creek |
| Incorporated | Water Body |
| Travis County Maintained | Park of Preserve |
| Not Maintained | Incorporated Area |
| Private | County Boundary |
| Rejection of Dedication | Commissioner Precincts |
| Unclassified Private | Precinct 2 |
| Railroad | Precinct 3 |



Source(s): City of Austin Roads - COA 2006, Unincorporated Roads - Travis County January 2006, Creeks - NHD 05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

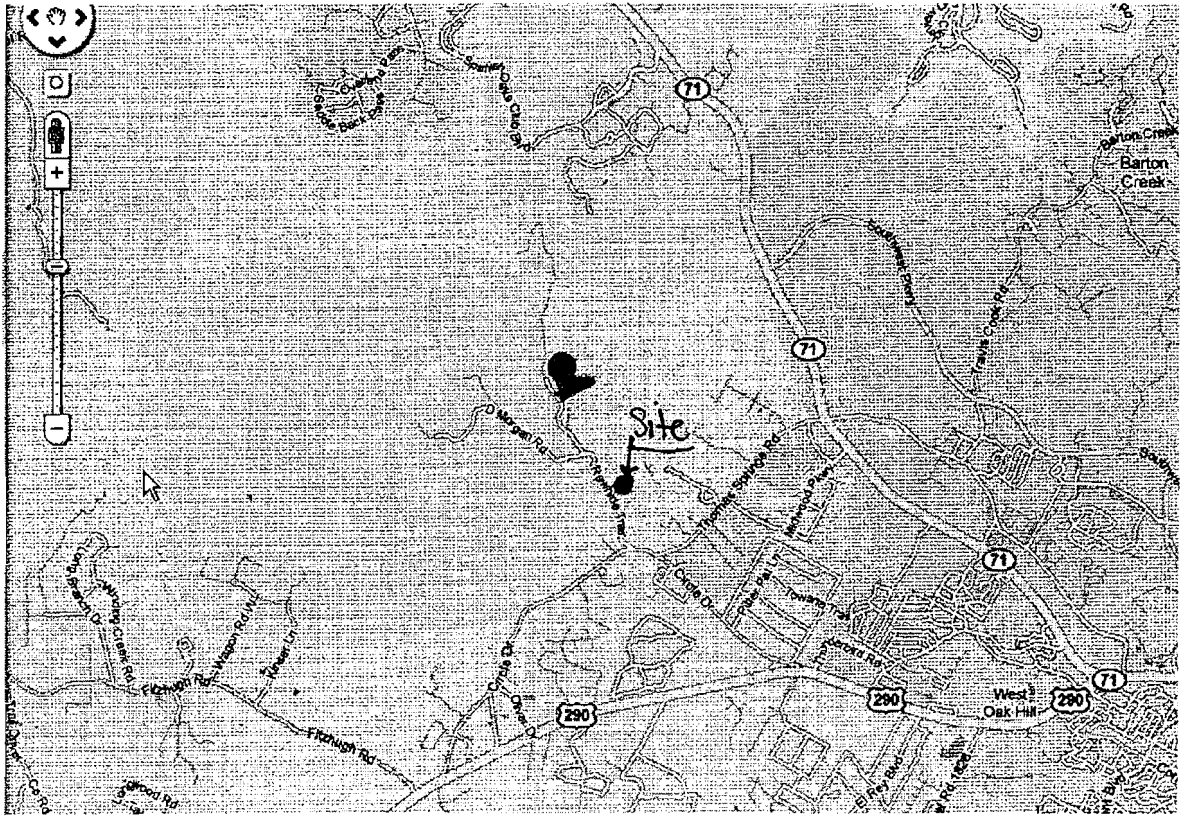
*Note: For legibility purposes, not all State Maintained roadways are shown in red.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-4383.

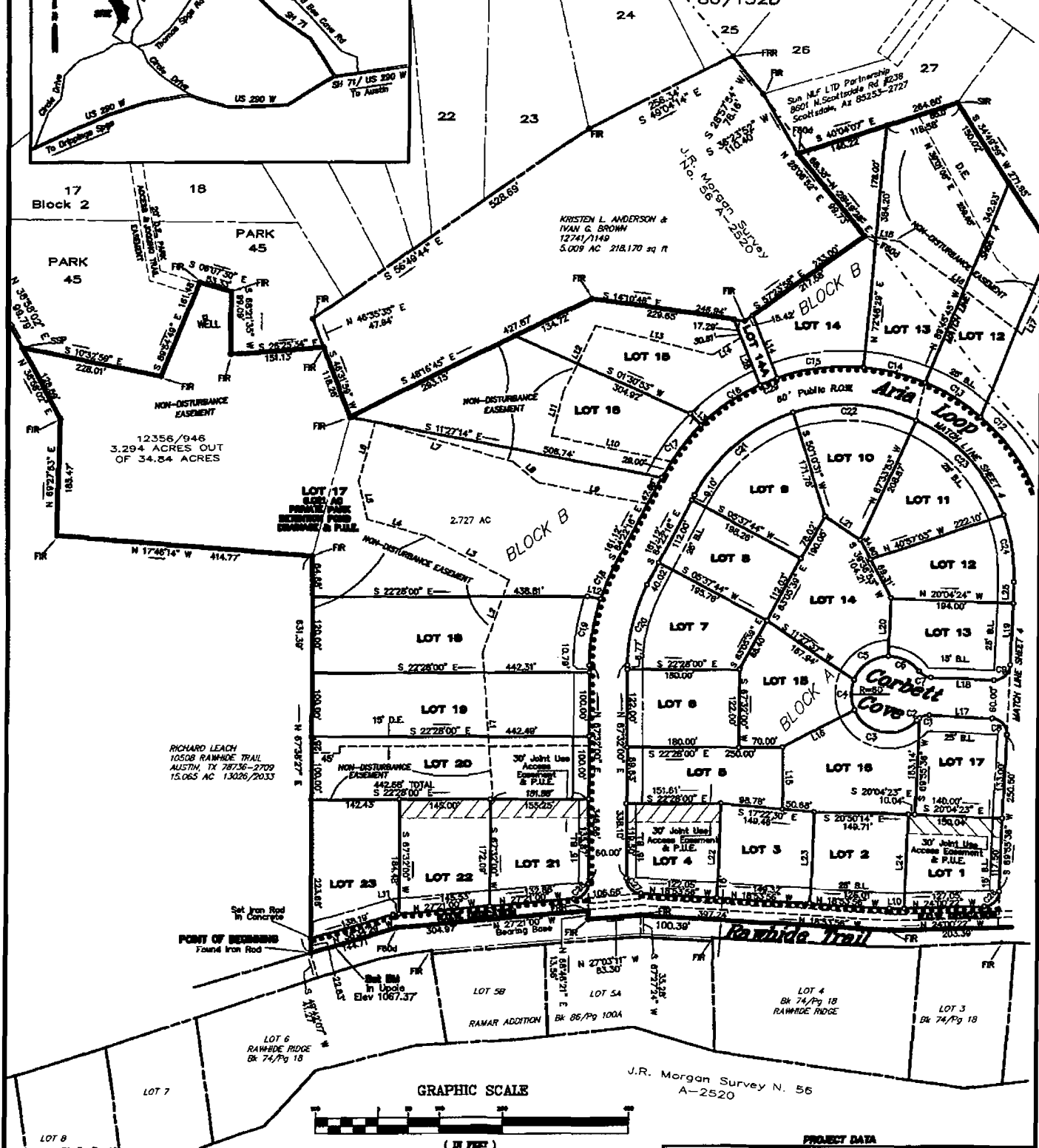
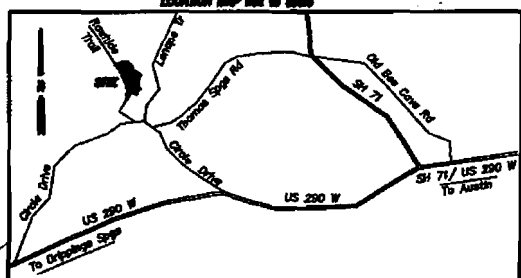
Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009 <http://www.co.travis.tx.us/maps>



THRD OVERLOOK ESTATES PHASE II

The Overlook Estates Phase 1
86/152D



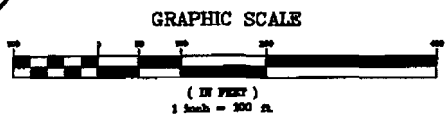
12,356/946
3,294 ACRES OUT
OF 34.84 ACRES

RICHARD LEACH
10508 RANAHIDE TRAIL
AUSTIN, TX 78736-2709
15.065 AC 13026/2033

KRISTEN L. ANDERSON &
IVAN G. BROWN
12741/1149
5.009 AC 218,170 sq ft

Sun NLF LTD Partnership
8601 N. Scottside Rd #238
Scottsdale, AZ 85253-2727

J.R. Morgan Survey N. 56
A-2520



NOTES:
ALL IRON RODS SET 1/2" WITH CAP
LABELED "WATERLOO RPLS 4324"

- LEGEND
- FOUND IRON ROD FR
 - SET IRON ROD SIR
 - FOUND 60# NAIL FSD#
 - FOUND RAILROAD SPIKE FRR
 - SET SPINDLE SSP
 - DRAINAGE EASEMENT D.E.
 - BUILDING LINE B.L.
 - PUBLIC UTILITY EASEMENT P.U.E.
 - SIDEWALKS MUST BE BUILT.....

PROJECT DATA
THE OVERLOOK ESTATES PHASE II
BEING 40.934 ACRES, 7,077 ACRES OUT OF THE CASPER DITMAR SURVEY NO. 571, ABS 225, 33,321 ACRES OUT OF THE J.R. MORGAN SURVEY NO. 56, ABS 2520, AND 0.548 ACRES OUT OF THE J.R. MORGAN SURVEY NO. 56, ABS 2468, TRAVIS COUNTY, TEXAS.

TOTAL AREA 1,783,101 SQ FT/ 40.934 AC
39 LOTS FOR SINGLE FAMILY DWELLING
1 PRIVATE PARK, DRAINAGE & P.U.E. LOT
1 ACCESS-INGRESS/EGRESS LOT
41 LOTS TOTAL/TWO BLOCKS

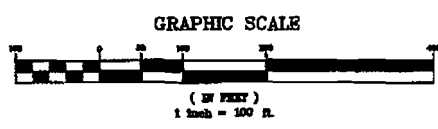
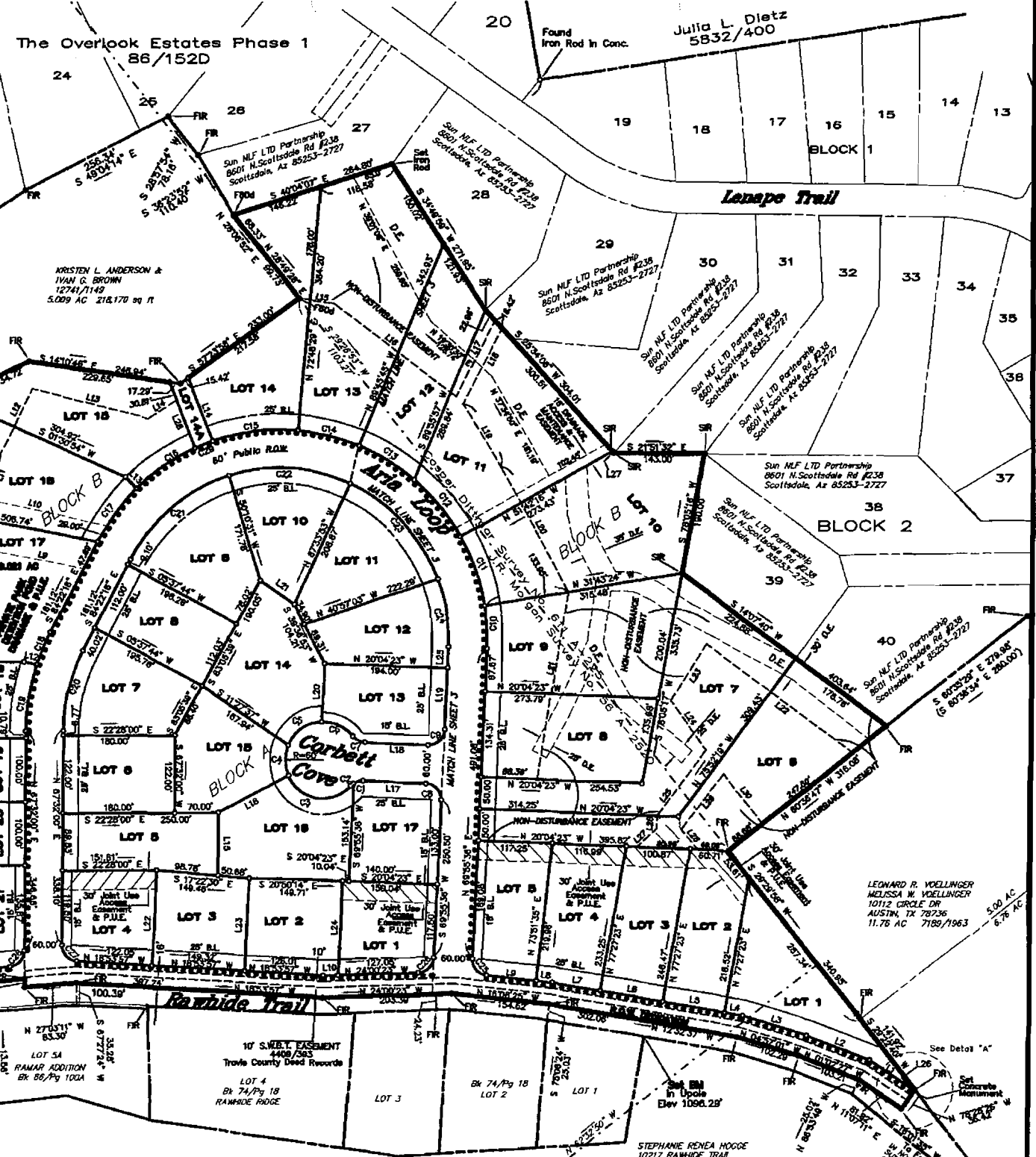
SURVEYING AND PLAT PREPARATION: WATERLOO SURVEYORS, INC.
PLAT PREPARED: JULY 31, 2007

C&J-85-110.01.1A
SHEET 3 OF 5

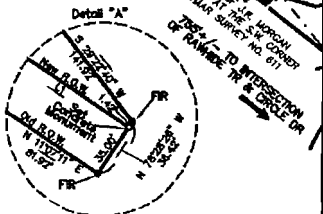
WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J11466P



THE OVERLOOK ESTATES PHASE II



- LEGEND
- FOUND IRON ROD FR
 - SET IRON ROD D
 - FOUND 60d NAIL FR60d
 - FOUND RAILROAD SPIKE FRR
 - SET SPINDLE SSP
 - DRAINAGE EASEMENT D.E.
 - BUILDING LINE B.L.
 - PUBLIC UTILITY EASEMENT P.U.E.
 - SEWERALKS MUST BE BUILT.....



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NOTE:
 ALL IRON RODS SET 1/2" WITH CAP
 LABELED "WATERLOO RPLS 4324"

**STATE OF TEXAS
COUNTY OF TRAVIS**

This Agreement is made and entered into by and between DACK Interests, Corp., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Overlook Estates Phase II" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. **Improvements.** The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. **Security.** To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. **Alternative Fiscal.** Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision have been completed. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one-year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty-five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider

shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. **Inspection and Approval.** The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. **Notice of Defect.** The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. **Performance Period Security Release.** Upon the expiration of the one-year Performance Period with no damages or defects, which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. **Conditions to Draw on Security.** The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. **Notice of Intent to Draw.** The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety,

lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third-Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly

provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: DACK Interests, Corp.
1715 South Capital of Texas Hwy, Suite 208
Austin, Texas 78746
Attn: Keith Schoenfelt

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

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

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

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

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge



Date:

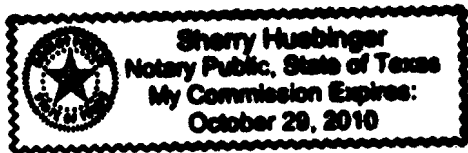
By: DACK Interests, Corp.
Name: Keith Schoenfelt
Title: Authorized Representative
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8 day of October, by Keith Schoenfelt, in the capacity stated herein.




Signature of Notary

After Recording Return to:

Joe Arriaga, Senior Planner
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 1 of 2

Thomas P. Dixon
R.P.L.S. 4324
J11465

EXHIBIT "A"

March 21, 2007

FIELD NOTES

FIELD NOTES FOR 40.946 ACRES OF LAND, MORE OR LESS, OF WHICH 7.077 ACRES ARE OUT OF THE CASPER DITTMAR SURVEY NO. 611, ABSTRACT NO. 225; TOGETHER WITH 33.321 ACRES OUT OF THE J. R. MORGAN SURVEY NO. 56, ABSTRACT NO. 2520 AND 0.548 ACRES OUT OF THE J. R. MORGAN SURVEY NO. 56, ABSTRACT NO. 2468; SAME BEING 7.077 ACRES OUT OF THAT CERTAIN 55.922 ACRES DESCRIBED IN VOLUME 12356, PAGE 946, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; TOGETHER WITH ALL OF THAT CERTAIN 30.59 ACRES DESCRIBED IN VOLUME 12356, PAGE 946, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; TOGETHER WITH 3.297 ACRES OF LAND OUT OF THAT CERTAIN 34.84 ACRES DESCRIBED IN VOLUME 12356, PAGE 946, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at an iron rod found on the easterly R.O.W. of Rawhide Trail at the most westerly corner of said 30.59 acre tract for the most westerly corner hereof;

THENCE N67°38'27"E along the northerly line of said 30.59 acre tract for a distance of 631.39 feet to an iron rod found at an angle point in the northerly line of said 30.59 acre tract, same being at the most southerly, S.W. corner of said 34.84 acre tract for a corner hereof;

THENCE the following three courses and distances along the westerly line of said 34.84 acre tract:

1. N17°46'14"W for a distance of 414.77 feet to an iron rod found;
2. N69°27'53"E for a distance of 185.47 feet to an iron rod found;
3. N38°58'02"E for a distance of 128.59 feet to a point on the west line of Lot 45, Block 2, THE OVERLOOK ESTATES PHASE 1, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 86, Page 152D, Plat Records, Travis County, Texas, for a corner hereof, from which point an iron rod found on the west line of Lot 45 bears N38°58'02"E at a distance of 99.79 feet;

THENCE the following five (5) courses and distances crossing said 34.84 acre tract along the west line of Block 2, THE OVERLOOK ESTATES PHASE 1:

1. S10°32'59"E for a distance of 228.01 feet to an iron rod found;
2. S89°54'49"E for a distance of 161.48 feet to an iron rod found;
3. S06°07'30"E for a distance of 53.33 feet to an iron rod found;
4. S68°21'35"W for a distance of 99.09 feet to an iron rod found;
5. S26°25'34"E for a distance of 151.13 feet to an iron rod found on the south line of Lot 45 for a corner hereof, same being on the north line of that certain 5.01 acres of land conveyed to Ivan G. Brown by Warranty Deed recorded in Volume 12741, Page 1149, Real Property Records, Travis County, Texas, from which point an iron rod found at an angle point in the south line of Lot 45 bears N46°35'35"E at a distance of 47.94 feet;

THENCE S46°31'59"W along the north line of said 5.01 acre tract for a distance of 118.26 feet to an iron rod found at the common most westerly, S.W. corner of said 5.01 acre tract, same being at an angle point in the east line of said 34.84 acre tract, same being the most northerly, N.E. corner of said 30.59 acre tract for a corner hereof;

THENCE the following three (3) courses and distances along the common west line of said 5.01 acre tract and the east line of said 30.59 acre tract:

1. S48°16'45"E for a distance of 427.90 feet to an iron rod found;
2. S14°10'46"E for a distance of 246.94 feet to an iron rod found;
3. S57°23'58"E for a distance of 233.00 feet to a 60d Nail found at the most southerly, S.W. corner of said 5.01 acre tract, same being at the S.E. corner of said 30.59 acre tract on the north line of said 55.922 acre tract, for a corner hereof;

THENCE the following two courses and distances along the common south line of said 5.01 acre tract and the north line of said 55.922 acre tract:

1. N28°49'28"E for a distance of 99.73 feet;
2. N28°06'52"E for a distance of 68.33 feet to a 60d Nail found at the most westerly corner of Lot 27, Block 2, THE OVERLOOK ESTATES PHASE 1;

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 2 of 2

Thomas P. Dixon
R.P.L.S. 4324
J11465

EXHIBIT "A"

March 21, 2007

FIELD NOTES

THENCE the following six (6) courses and distances along the west line of Block 2, THE OVERLOOK ESTATES PHASE 1:

1. S40°04'07"E for a distance of 264.80 feet to an iron rod set at the N.E. corner of Lot 28, Block 2, from which point an iron rod found in concrete at the common most southerly corner of Lot 20, Block 1 and the N.E. corner of Lot 19, Block 1 bears S52°35'29"E at a distance of 266.73 feet;
2. S34°49'59"W for a distance of 271.95 feet to an iron rod set;
3. S25°34'06"W for a distance of 304.01 feet to an iron rod set;
4. S21°51'32"E for a distance of 143.00 feet to an iron rod set;
5. S78°05'16"W for a distance of 190.00 feet to an iron rod set;
6. S14°07'40"W for a distance of 403.64 feet to an iron rod found on the easterly line of that certain tract or parcel of land conveyed to Leonard R. Voellinger and Melissa W. Voellinger recorded in Volume 7189, Page 1963, Deed Records, Travis County, Texas, for a corner hereof;

THENCE N60°36'47"W for a distance of 316.08 feet to an iron rod found on the south line of said 30.59 acre tract for a corner hereof;

THENCE the following three courses and distances along the south line of said 30.59 acre tract:

1. S29°29'58"W for a distance of 340.95 feet to an iron rod found;
2. S29°22'40"W for a distance of 141.92 feet to an iron rod found;
3. N78°28'26"W for a distance of 36.42 feet to an iron rod found on the east R.O.W. of Rawhide Trail for a corner hereof;

THENCE the following eleven (11) courses and distances along the common east R.O.W. of Rawhide Trail and the west line of said 30.59 acre tract:

1. N11°07'11"E for a distance of 81.92 feet to an iron rod found;
2. N01°02'27"W for a distance of 103.21 feet to an iron rod found;
3. N04°57'01"W for a distance of 102.29 feet to an iron rod found;
4. N12°32'37"W for a distance of 302.06 feet to an iron rod found;
5. N16°08'25"W for a distance of 154.62 feet to an iron rod found;
6. N24°00'23"W for a distance of 203.39 feet to an iron rod found;
7. N18°53'57"W for a distance of 397.24 feet to an iron rod found;
8. N27°03'11"W for a distance of 83.30 feet to an iron rod found;
9. N66°46'21"E for a distance of 13.56 feet to a RR spike found;
10. N27°21'00"W for a distance of 304.97 feet to a 60d Nail found;
11. N38°34'29"W for a distance of 144.71 feet to the **POINT OF BEGINNING**, containing 40.946 acres of land.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.

Thomas P. Dixon R.P.L.S. 4324



P.O. Box 160176
Austin, Texas 78716-0176