

**Travis County Commissioners Court Agenda Request**

Meeting Date: May 1, 2012

Prepared By: Darla Vasterling **Phone #:** 854-7564

Division Director/Manager: Anna Bowlin, Development Services

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AB

AGENDA LANGUAGE: Consider and take appropriate action on the Amended and Restated License Agreement for the development known as the Commons of Rowe Lane, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

Several subdivisions make up the development of the Commons of Rowe Lane. Phase I was accepted for maintenance by the Commissioners Court on November 25, 2008; Phase IIA was accepted on April 21, 2009; and Phase IIB and Phase IIIA were accepted on August 30, 2011. When Phase I was accepted for maintenance the developer, the Commons at Rowe Lane, L.P. entered into a License Agreement with Travis County to maintain the private improvements in the public right of way, such as, the landscaping in the traffic circle.

The Lakeside Municipal Utility District No. 3 agreed to take over the maintenance of the Licensed Property in Phase I. This was approved in Travis County Commissioners Court on September 13, 2011, via the approval of an Assignment and Amendment of the Commons of Rowe Lane License Agreement.

Now the Lakeside Municipal Utility District No. 3 has agreed to maintain and provide liability coverage for the three other subdivisions: Commons at Rowe Lane Phase IIA, Phase IIB, and Phase IIIA. Additional areas of landscaping include the rights of way of Windmill Ranch Avenue, Commons Parkway, Meridian Boulevard, and Steed's Crossing.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Amended and Restated License Agreement.

ISSUES AND OPPORTUNITIES:

It is not important who is responsible for the improvements as long as someone is. However it is good to have a utility district in charge of maintenance and liability.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Amended and Restated License Agreement

Map (3)

Insurance Certificate

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Director Development Services	TNR	854-7561

CC:

Julie Joe	Assistant County Atty	County Attorney	854-9415

DV:AB:dv

0101 - Administrative - 1102

AMENDED AND RESTATED LICENSE AGREEMENT

STATE OF TEXAS

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COUNTY OF TRAVIS

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This Amended and Restated License Agreement is made and entered into by and between Travis County, Texas (the "COUNTY") and the Lakeside Municipal Utility District Number 3 (the "DISTRICT"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the original developer, Commons at Rowe Lane, L.P. (the "DEVELOPER") entered into that certain license agreement dated November 25, 2008, and recorded on December 12, 2008 as Document Number 2008198247 in the Official Public Records of Travis County, Texas (the "Original License Agreement") whereby the COUNTY granted the DEVELOPER a license to install, maintain, and repair certain landscaping and improvements in those portions of the rights of way of roads dedicated to the COUNTY and located in The Commons of Rowe Lane Phase I, a subdivision located in Travis County, being more particularly described in that certain plat (the "Phase 1 plat") recorded at Document Number 200600295, of the Plat Records of Travis County, Texas, ("Commons at Rowe Lane Phase I");

WHEREAS, on September 13, 2011, the Travis County Commissioners Court approved an Assignment and Amendment of the Commons at Rowe Lane License Agreement (the "Assignment and Amendment"), recorded on September 21, 2011 as Document Number 2011137539 of the Official Public Records of Travis County, Texas;

WHEREAS, under the Assignment and Amendment, the DEVELOPER assigned its rights and the DISTRICT assumed the DEVELOPER's obligations under the Original License Agreement, and the Original License Agreement was amended;

WHEREAS, the County has accepted the dedication of the roads located in the Commons at Rowe Lane Phases IIA, IIB, and IIIA, three subdivisions located in Travis County, Texas, being more particularly described in those certain plats (the "Phase IIA Plat", the "Phase IIB Plat", and the "Phase IIIA Plat") recorded as Document Numbers 200800219, 201100082, and 201100032, respectively, ("Commons at Rowe Lane Phase IIA," "Commons at Rowe Lane Phase IIB," and "Commons at Rowe Lane Phase IIIA," respectively) in the Official Public Records of Travis County; Texas;

WHEREAS, the DISTRICT desires to expand the licensed area set forth in the Original License Agreement so that the DISTRICT can install, pay the expenses of, and maintain certain landscaping and improvements in the rights-of-way of all of the dedicated roads located in the Commons at Rowe Lane Phase I, Commons at Rowe Lane Phase IIA, Commons at Rowe Lane Phase IIB, and Commons at Rowe Lane Phase IIIA (collectively, the "Subdivision Roads") instead of just the right-of-way of Commons Parkway;

WHEREAS, the landscaping and improvements include, but are not limited to, decorative walls, irrigation systems, lighting, signage, trees and shrubs, mountable curbs, asphalt, pavement and concrete walks, (collectively, the "Improvements") within the non-vehicular traffic portions of the rights-of-way of the Subdivision Roads; and

WHEREAS, the area of the rights-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in Exhibit A, Exhibit B, and Exhibit C, which are attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property.

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification and safety to be afforded to the community by the Improvements; and
2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take, and shall require its successors, assigns, lessees, grantees, and licensees to take, reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICT's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors;

provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY AS SET FORTH IN THE PRECEDING SECTION III.A; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the County Executive of the COUNTY'S Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The DISTRICT shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance or use of the Improvements on the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or

expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY's act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT's Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants from any landscaped area in the Licensed Property shall also be handled by the DISTRICT at its expense.

D. Signage. The DISTRICT shall have the right to install and maintain standard directional/informational and traffic signage on the Licensed Property. The DISTRICT shall also have the right to install and maintain temporary signage of such types, in such sizes and at such locations on portions of the Licensed Property as the DISTRICT deems appropriate. The DISTRICT shall have the right, at its sole expense, to install on the Licensed Property standardized signs announcing the future development in the subdivision, and such sign may remain on the Subdivision property until completion of such development.

E. Removal or Modification. The COUNTY agrees that removal or modification of any Improvements by the DISTRICT now existing or to be later constructed or replaced shall be at the DISTRICT's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property (i.e., the Licensed Property), and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. Either this Agreement or a written memorandum of this Agreement shall be filed in the Official Public Records of Travis County, Texas.

F. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth

below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work. Upon request, the COUNTY will provide the DISTRICT with receipts or other reasonable evidence of the amounts incurred by the COUNTY for which it is seeking payment from the DISTRICT.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The parties agree that an acceptable "remedy" of an alleged abandonment of the Licensed Property would be the DISTRICT's demonstration that the fence or wall constituting the "Improvements" hereunder is still in existence. The COUNTY shall, after abandonment, have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to such prior written notification to the DISTRICT or its successors in interest and opportunity to cure, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT's affected installations at the DISTRICT's sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall 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 shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY

LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:

Lakeside Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.49

Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of this paragraph.

XVI. Annexation by the City

If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean the "CITY"; all references to "the County Executive of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

XVII. Execution

To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of the Parties be contained in any one counterpart. Additionally, the Parties covenant and agree that, for purposes of facilitating the execution of this instrument: (1) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (2) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same agreement.

EXECUTED BY THE COUNTY AND BY THE DISTRICT AS EVIDENCED BY THE COUNTERPART SIGNATURE PAGES ATTACHED HERETO, EACH TO BE EFFECTIVE AS OF THE LATER DATE SIGNED.

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
SECOND AMENDED AND RESTATED LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS (THE "COUNTY") AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

COUNTY: TRAVIS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2012 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political
subdivision of the State of Texas, on behalf of Travis County.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
SECOND AMENDED AND RESTATED LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS (THE "COUNTY") AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")

Executed by the undersigned on the date set forth below.

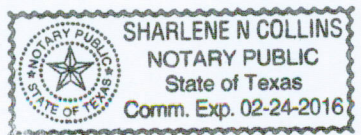
DISTRICT: THE LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3, a political subdivision of the State of Texas

By: [Signature]
Printed Name: Michael Gold
Title: Vice President
Date: 4/11/12

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

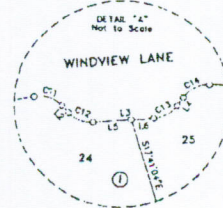
This instrument was acknowledged before me this 11 day of April, 2012 by Michael Gold, Vice President of the Lakeside Municipal Utility District Number 3 on behalf of the Lakeside Municipal Utility District Number 3.

(SEAL)



[Signature]
Notary Public Signature

FINAL PLAT THE COMMONS AT ROWE LANE PHASE II A



ORIGINAL DEED CORNER FOR 31.402 ACRES TRACT

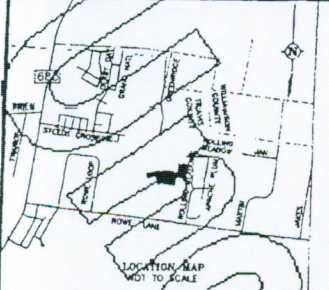


Table with columns: CURVE, DELTA, RADIUS, LENGTH, CHORD, CH. BEARING. Lists curve data for various points from C3 to C22.

Table with columns: LINE, BEARING, LENGTH. Lists linear feet of new streets including MERIDIAN BOULEVARD, WINDVIEW LANE, etc.

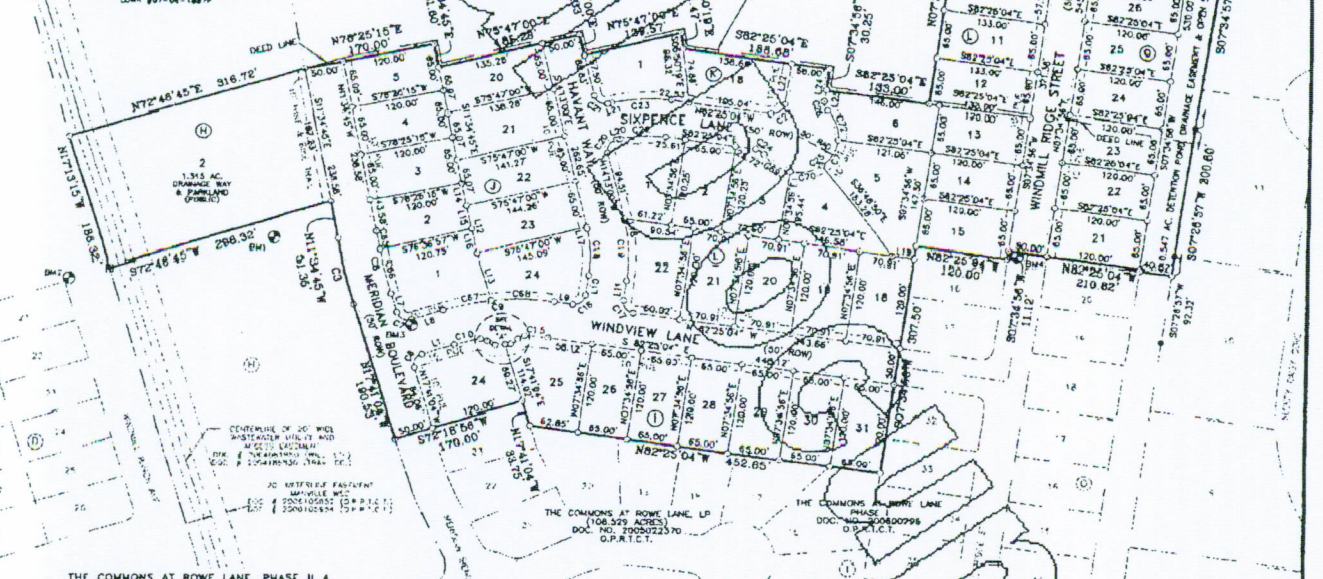
- LEGEND: 1/2" IRON ROD FOUND, BENCHMARK, CONCRETE MONUMENT SET, ROW FRONT-OF-WAY, BUILDING SETBACK LINE, PUBLIC UTILITY EASEMENT, BLOCK LETTER, R.P.R.T.C.T. REAL PROPERTY RECORDS, etc.

Table with columns: BLDG, ACREAGE. Lists acreage for blocks H through O and total acreage.

JACOB CASHER SURVEY ABSTRACT NO. 8755V COMMONS AT ROWE LANE, LP (108.525 ACRES) DOC. NO. 200730043 O.P.R.T.C.T.

LAND USE: SINGLE FAMILY LOTS = 46, DRAINAGE WAY & PARK LOT = 1 (1.315 AC), DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT = 1 (0.547 AC).

REVISIONS 100-YEAR FLOODPLAIN FROM FIRM NO. 848330070K LOAR 87-04-18870



THE COMMONS AT ROWE LANE, PHASE II A. OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP. ACREAGE: 141.137 AC. SURVEY: JACOB CASHER SURVEY A-2753. DATE: FEBRUARY, 2008.

BENCHMARK LIST: BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 12' BY 24' APPROX. 700' NORTH OF INTERSECTION OF WINDVIEW LANE AND SIKENCE PARKWAY.

CUMULATIVE DEMONS CALCULATION: TOTAL NUMBER OF RESIDENTIAL UNITS: 46. TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTION STREETS: 12.275 AC.

ZWA Zamora-Warrick & Associates, L.L.C. Professional Land Surveyors. 4412 BRIDGEMAN BLVD., SUITE 200, AUSTIN, TEXAS 78750.

Table with columns: DATE, BY, REVISIONS. Lists revision history.



GRAY & JANSING & ASSOCIATES, INC. Civil/Structural Engineers. 8017 Shum Creek Blvd., Suite 200, Austin, Texas 78757-7592.

Table with columns: TECH, SURV, DATE, SCALE, SHEET. Lists technical details: TECH: WOOD, SURV: PR2, DATE: FEBRUARY 2008, SCALE: 1" = 40', SHEET: 1 OF 2.

FINAL PLAT THE COMMONS AT ROWE LANE PHASE II B

LAND USE
SINGLE FAMILY LOTS - 5
DRAINAGE EASEMENTS - 8 OPEN
SPACE LOTS - 3 (0.252 AC)
HAVE A BKE. LOT - 1 (0.255 AC)

CUMULATIVE DENSITY CALCULATION
TOTAL NUMBER OF RESIDENTIAL UNITS: 61
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 15,138 AC.

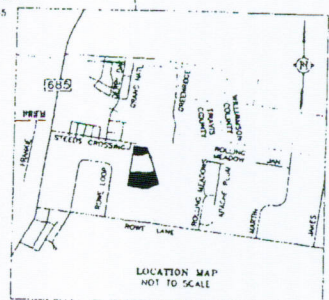
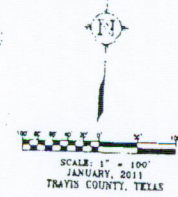
ACREAGE
BLOCK A: 0.637 AC
BLOCK B: 2.241 AC
BLOCK C: 1.643 AC
BLOCK D: 4.983 AC
BLOCK E: 4.361 AC
BLOCK F: 1.987 AC
RIGHT-OF-WAY: 7.764 AC
TOTAL ACREAGE: 20.466 AC

THE COMMONS AT ROWE LANE, L.P.
(10.032 ACRES)
DOC NO. 2007045836
O.P. & P.L.C.

PUBLIC RIGHT-OF-WAY
(0.632 ACRES)
DOC NO. 2007041114
O.P. & P.L.C.

LINEAR FEET OF NEW STREETS

WINDMILL RANCH AVENUE	60 ROW	1572.1
WIND YANE WEST	50 ROW	55.1
CHOICE PLACE	50 ROW	15.1
STONEPATH WAY	50 ROW	709.1
MEAD BEND	50 ROW	401.1
LYNX COURT	50 ROW	316.1
HUCKABEE BEND	50 ROW	560.1
HUCKABEE TRAIL	50 ROW	160.1
TOTAL		3732.1



READING BASIS
THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) MARK, U.S. SURVEY FEET. THE BEARINGS ARE GRID. THE DISTANCES SHOWN ARE SURFACE DISTANCES TO OBTAIN GRID USE A CORRECTION SCALE FACTOR OF 0.99990001.

BENCHMARK LIST
BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 137' LINE C&M APPROX 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. ELEV. = 857.87 SURFACE COORDINATES N=10152756.1302 E=3167197.8117
BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WATERWATER MANHOLE LIP. ELEV. = 885.10 SURFACE COORDINATES N=10154129.0914 E=3168557.0991

WIND YANE WEST
(50' ROW)

STONEPATH WAY
(50' ROW)

HUCKABEE BEND
(50' ROW)

HUCKABEE TRAIL
(50' ROW)

LYNX COURT
(50' ROW)

HUCKABEE BEND
(50' ROW)

HUCKABEE TRAIL
(50' ROW)

WINDMILL RANCH AVENUE
(50' ROW)

WIND YANE WEST
(50' ROW)

CHOICE PLACE
(50' ROW)

STONEPATH WAY
(50' ROW)

MEAD BEND
(50' ROW)

LYNX COURT
(50' ROW)

HUCKABEE BEND
(50' ROW)

HUCKABEE TRAIL
(50' ROW)

ROWE LANE
(50' ROW)

AVENUE
(50' ROW)

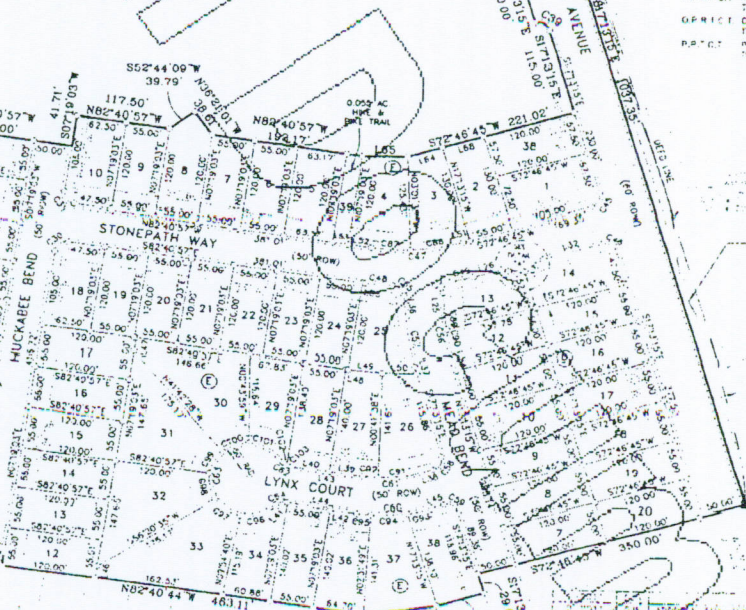
THE COMMONS AT ROWE LANE, PHASE II B

OWNER'S REPRESENTATIVE: THE COMMONS AT ROWE LANE, L.P.
2707 WEST 57th STREET, SUITE A
FORT WORTH, TEXAS 76137
PHONE: (817) 337-5850 FAX: (817) 332-1400

HERALD SURVEY
NUMBER OF BLOCKS: 6
NUMBER OF LOTS: 312
LINEAR FEET OF NEW STREETS: 3,732.1 FT.
SURVEY DATE: JULY 2009
SURVEYOR: ZWA

ZWA
ZAMORA, L.L.C.
1423 SOUTH LOOP A
P.O. BOX 1034
RUBEN, TEXAS 78601
PHONE: (512) 295-6200 FAX: (512) 295-6091

ENGINEER: GRAY, JANSING & ASSOCIATES, INC.
8617 Shoal Creek Blvd., Suite 200
Austin, Texas 78737-7582
(512) 452-0371 FAX: (512) 451-8993
TBPB PLRW # 2648



DATE BY REVISIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1423 South Loop A, P.O. Box 1008, Ruben, Texas 78601
Tel: (512) 295-6200 Fax: (512) 295-6091

GRAY, JANSING & ASSOCIATES, INC.
Consulting Engineers
8617 Shoal Creek Blvd., Suite 200
Austin, Texas 78737-7582
(512) 452-0371 FAX: (512) 451-8993
TBPB PLRW # 2648

DATE	DATE	DATE	DATE
BY	BY	BY	BY
REVISIONS	REVISIONS	REVISIONS	REVISIONS

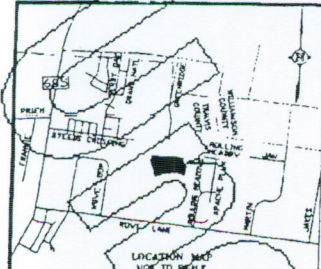
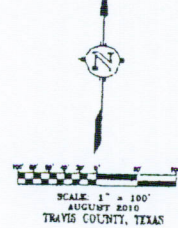
SHEET 3

Exhibit B

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- CONCRETE MONUMENT SET
- ⊙ BENCHMARK
- ⊕ RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- SDE SIGHT DISTANCE EASEMENT
- S.F. SQUARE FEET
- Ⓐ BLOCK LETTER
- P.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- 4 FOOT SIDEWALK
- BREAKLINE



COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 2007205045
O.P.R.T.C.T.



LINE	BLANK	LENGTH
L1	N07°15'00"E	20.75
L2	S86°22'18"W	71.44
L3	N14°13'00"E	26.33
L4	N10°10'00"E	31.80
L5	S12°22'24"E	45.63
L6	N12°22'24"E	18.30
L7	N04°45'00"E	73.08
L8	N02°32'00"E	75.08
L9	S07°30'54"E	75.00
L10	N06°30'12"E	51.20
L11	S12°22'24"E	45.63
L12	S02°12'00"W	23.10
L13	S07°34'54"E	25.87

ACREAGE	LINEAR FEET OF NEW STREETS
BLOCK J	2,817 AC.
BLOCK K	3,800 AC.
BLOCK L	0,817 AC.
BLOCK M	5,650 AC.
RIGHT-OF-WAY	2,887 AC.
TOTAL ACREAGE	13,771 AC.

ACREAGE	LINEAR FEET OF NEW STREETS
SIXPENCE LANE	30' ROW 1270 LF.
HAVANT WAY	50' ROW 468 LF.
SELBY TRAIL	50' ROW 133 LF.
MERIDIAN BOULEVARD	50' ROW 581 LF.
TOTAL	2440 LF.

STAKE	COORDINATES	ELEVATION	STATION	COORDINATES	ELEVATION
C1	51.81	574.20	3702.46	514.00	387.19
C2	28.92	552.09	278.48	514.02	287.20
C3	23.58	15.96	807.00	528.13	21.21
C4	67.58	275.00	302.67	272.54	62.16
C5	26.84	18.00	802.10	544.20	27.79
C6	106.50	325.00	118.12	804.33	108.98
C7	81.80	275.00	12.86	207.83	22.21
C8	11.50	15.00	312.24	531.12	21.68
C9	10.07	13.00	88.01	547.38	17.00
C10	100.88	275.00	21.60	502.16	190.42
C11	23.54	15.00	802.00	507.54	21.21
C12	32.50	13.00	803.00	547.20	21.21
C13	178.53	325.00	21.02	507.58	118.88
C14	13.51	15.00	22.01	512.22	13.18
C15	151.03	30.00	172.64	547.20	89.82
C16	13.81	15.00	35.21	571.50	13.16
C17	137.31	325.00	22.02	503.25	138.94
C18	23.84	15.00	81.00	547.21	21.21
C19	84.46	425.00	4.29	515.03	24.47
C20	1.83	625.00	12.86	516.28	1.83
C21	40.89	205.00	17.14	516.28	40.84
C22	60.84	325.00	112.22	507.26	60.36
C23	4.18	325.00	1.48	512.22	5.18
C24	24.38	375.00	2.32	532.13	24.38
C25	85.84	275.00	17.44	507.26	60.36
C26	15.01	275.00	2.02	506.24	15.01
C27	41.87	325.00	7.22	503.25	41.84
C28	60.84	325.00	10.38	502.34	60.36
C29	17.62	205.00	2.00	511.57	17.62
C30	22.61	50.00	22.14	525.27	22.61
C31	41.09	50.00	42.02	510.13	38.84
C32	42.36	50.00	46.42	506.10	41.31
C33	46.13	50.00	22.04	512.22	46.29
C34	42.82	325.00	7.24	506.13	42.82
C35	60.23	305.00	10.22	507.26	60.14
C36	34.35	305.00	6.02	528.13	24.37

LAND USE
SINGLE FAMILY LOTS = 50
CUMULATIVE DENSITY CALCULATIONS
TOTAL NUMBER OF RESIDENTIAL UNITS = 50
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS = 13,771 AC.

BENCHMARK LIST
BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 13' LINE CORNER APPROX 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING = 10,152,704.13
EASTING = 3,167,197.81
ELEV = 887.87
BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER WINDMILL LP.
NORTHING = 10,154,130.49
EASTING = 3,166,557.76
ELEV = 885.10

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2828 WEST 5TH STREET, SUITE A
FOMI WORTH, TEXAS 78107
PHONE: (817)332-8800 FAX: (817)332-1400
ACREAGE: 13,771 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 30
LINEAR FEET OF NEW STREETS: 2440 LF.
DATE: AUGUST, 2010
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
BUCKLE TEXAS 76010
PHONE: (512)385-8201 FAX: (512)285-8091
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHILOH GREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7992
PHONE: (512)452-0271 FAX: (512)454-9933

DATE	BY	REVISIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4, P.O. Box 8004, Buckle, Texas 76010
Tel: (512) 385-8201 Fax: (512) 285-8091

GRAY + JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shiloah Creek Blvd., Suite 200
Austin, Texas 78757-7992
(512)452-0271 FAX(512)454-9933
TRPS FIRM # 2946

TECH: GJF
DATE: AUGUST, 2010
DRAWING FILE: 10-1001-13 PHASE 3A.DWG
PROJECT: COMMONS AT ROWE LANE
JOB NO: 10-1001-13 (06-015-14)

SHEET
1
2

Exhibit C



Certificate of Coverage

TMLIRP Contract Number: 2907

Member:
 Lakeside MUD #3
 Ms Sharlene Collins
 Attorney
 100 Congress Ave Ste 1300
 Austin, Texas 78701-2744

Company Affording Coverage:
 Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
 PO Box 149194
 Austin, TX 78714-9194
 (512) 491-2300 or (800) 537-6655
 Fax: (512) 491-2404

Certificate Holder:
 Travis County, Texas
 Attn: Hon. Samuel T. Biscoe (or successor)
 Travis County Judge
 PO Box 1748
 Austin, Texas 78767

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TML-IRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

<p>General Liability Effective Date: 10/1/2011 Anniversary Date: 10/1/2012 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$0</p>	<p>Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____</p>																																	
<p>Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____</p>	<p>Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____</p>																																	
<p>Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____</p>	<p>Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____</p>																																	
<p>Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Yes</th> <th style="width: 20%;">No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:																							
	Yes	No																																
Mortgagee																																		
Loss Payee																																		
Loan Number:																																		
<p>Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Year/Make/Model</th> <th style="width: 20%;">VIN</th> <th style="width: 40%;">Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																														
Year/Make/Model	VIN	Value																																
<p>Loss Payee: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Loan Number: _____</p>																																	

DESCRIPTION:
 Evidence of Coverage: Assignment and Amendment of the Commons at Rowe Lane License Agreement, recorded on September 21, 2011 as Document No. 2011137539 in the Official Public Records of Travis County, Texas

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative

Date Issued

3/15/2012

X102
10/15/08

INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- GENERAL LIABILITY**
- AUTOMOBILE LIABILITY**
- LAW ENFORCEMENT LIABILITY**
- AIRPORT (GENERAL LIABILITY HAZARDS) PREMISES LIABILITY**

Entity Name : Lakeside MUD #3
Entity ID : 2907
Effective Date : 10/1/11

It is agreed that coverage is provided for the liability assumed by the **Fund Member** to indemnify the person or organization named below under a contract between such person or organization and the **Fund Member**, but such coverage shall not exceed the limits of coverage set forth in the **Declarations**.

Person or Organization : Travis County, Texas
Address : PO Box 1748
City, State & Zip Code : Austin, Texas 78767

Description

Assignment and Amendment of the Commons at Rowe Lane License Agreement, recorded on September 21, 2011 as Document No. 2011137539 in the Official Public Records of Travis County, Texas.