



Travis County Commissioners Court Agenda Request

Meeting Date: July 31, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Park at Blackhawk II Phase 3A Final Plat (Long Form Final Plat - 37 total lots - Martin Lane - City of Pflugerville ETJ); and
- B) A Travis County Subdivision Construction Agreement in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 37 total lots (35 single family lots and two private landscape lots) on 10.747 acres. There are 1,656 linear feet of public streets proposed with this final plat, water and wastewater service will be provided by Lakeside Water Control and Improvement District Number 2C, and parkland fees or parkland dedication have been satisfied through a development agreement with the City of Pflugerville.

B) The applicant, Rowe Lane Development, Ltd, wishes to enter into a standard subdivision construction agreement with Travis County.

STAFF RECOMMENDATIONS:

As this plat was approved on July 17, 2012, by the City of Pflugerville Planning and Zoning Commission, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not registered any interested parties for this application nor has staff received any inquiries about this application. This final plat is part of a series of plats that have been approved in this area.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Location map

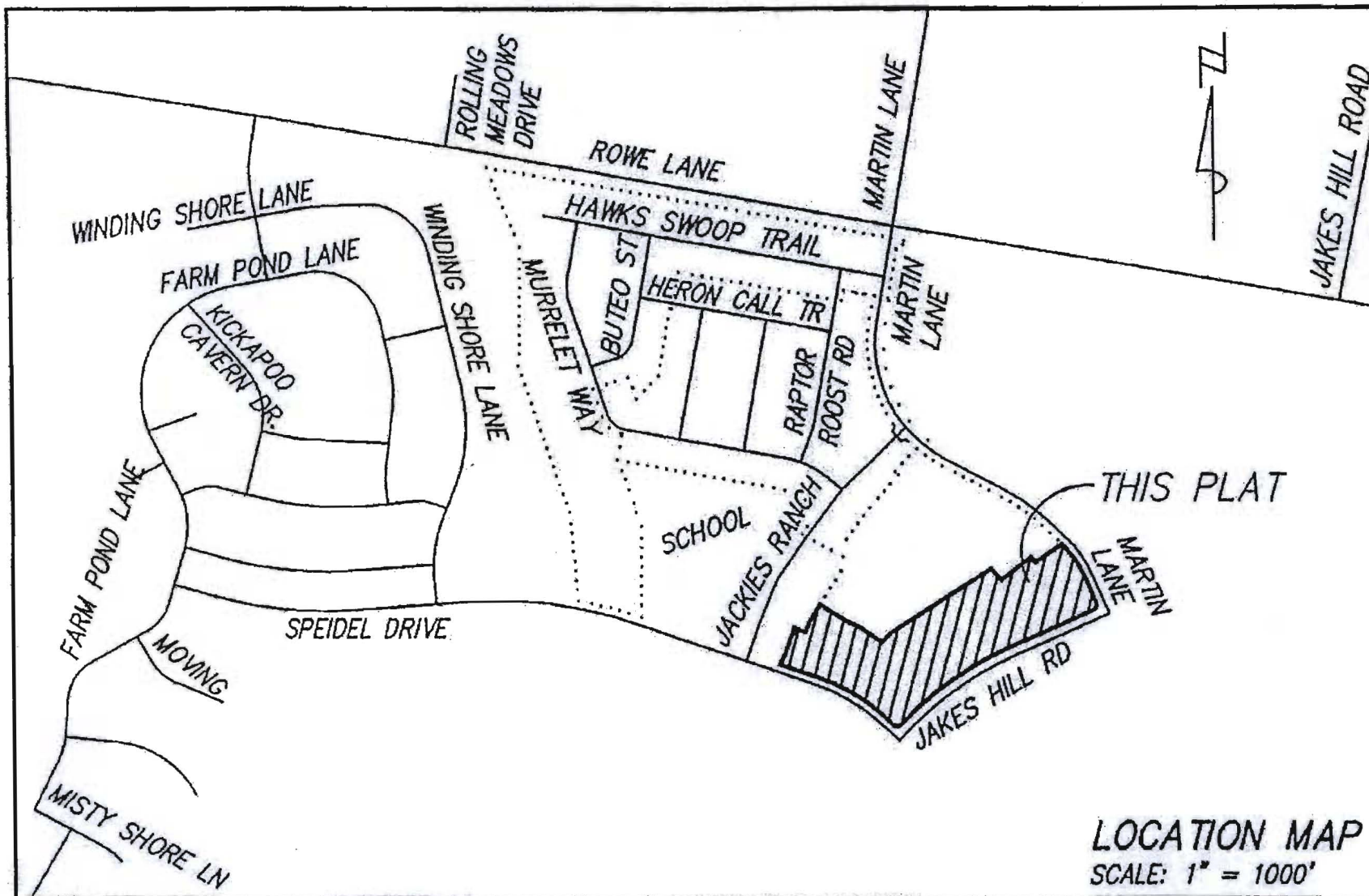
Precinct map
Proposed final plat
Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

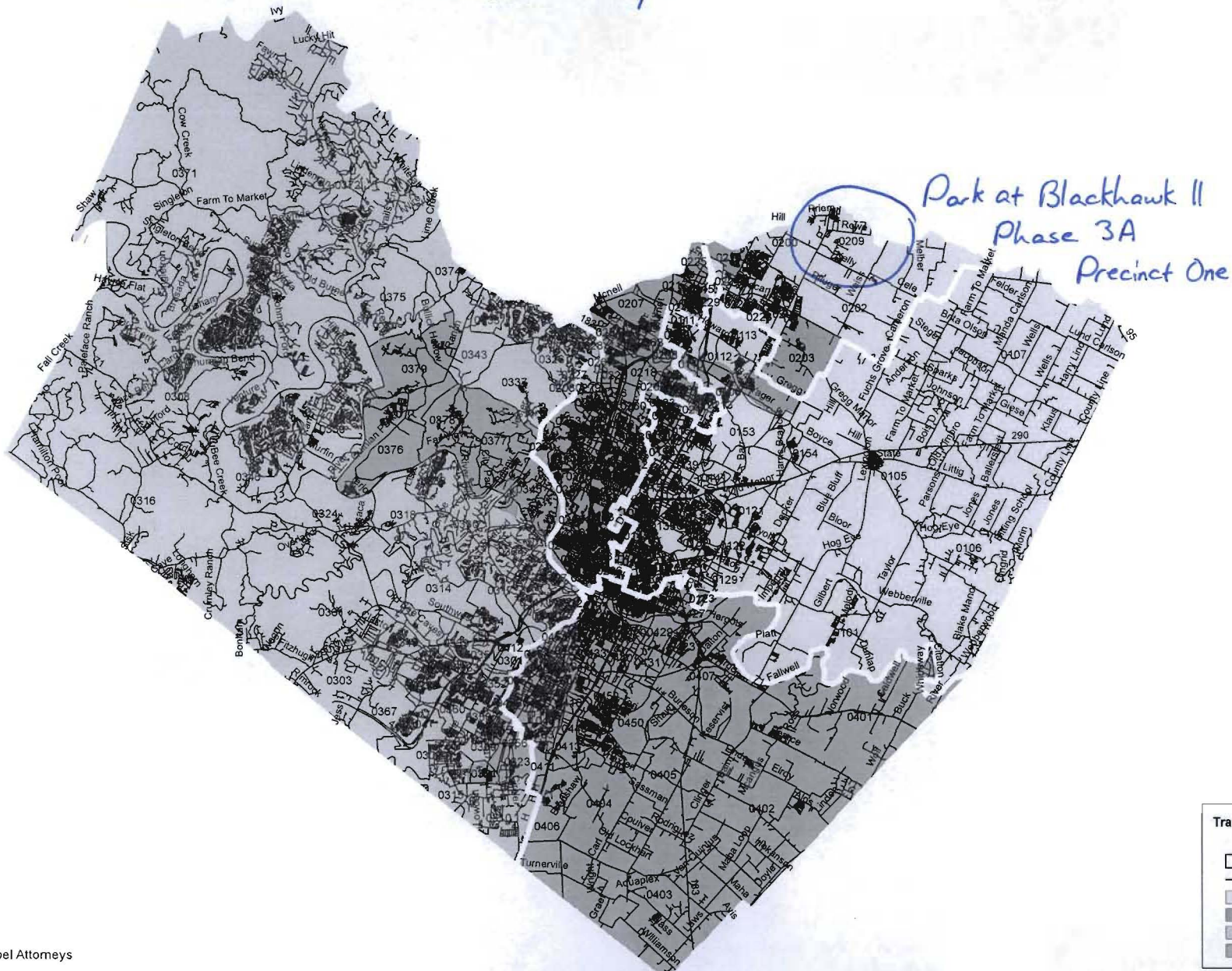
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

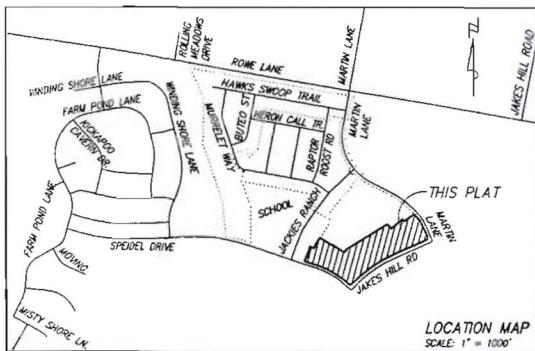
CC:

SM:AB:mh
1101 - Development Svs- Park at Blackhawk II Phase 3A Final Plat



Precinct Map





LINE TABLE

LINE	LENGTH	BEARING
L1	27.12	N30°57'46"W
L2	27.12	N30°57'46"W
L3	47.28	N30°24'24"E
L4	70.20	N52°49'09"E
L5	63.99	N55°03'32"E
L6	63.99	N57°22'46"E
L7	63.99	N59°42'00"E
L8	63.99	N62°05'15"E
L9	65.00	N63°26'49"E
L10	65.00	N63°32'28"E
L11	66.26	N63°20'23"E
L12	67.42	N62°30'04"E
L13	67.42	N60°35'26"E
L14	67.42	N59°07'48"E
L15	66.22	N57°51'12"E
L16	65.00	N57°39'56"E
L17	120.00	N32°01'47"W
L18	81.29	N40°53'23"E
L19	88.37	N35°29'57"W
L20	63.52	N69°34'44"W

LINE	LENGTH	BEARING
L21	63.25	N65°45'51"W
L22	63.25	N61°45'31"W
L23	65.82	N57°40'19"W
L24	64.24	N54°37'18"W
L25	138.00	N53°51'01"W
L26	70.00	N67°01'13"E
L27	70.00	N65°58'58"E
L28	70.00	N41°06'00"E
L29	70.00	N18°58'08"E
L30	70.00	N18°58'08"E
L31	129.46	N07°25'01"E

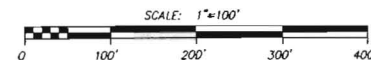
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	43.63	1025.00	2°26'20"	S69°56'29"E	43.63	21.82
C2	31.54	525.00	3°26'31"	S36°58'07"E	31.53	15.77
C3	207.34	565.00	21°01'32"	S33°29'33"E	206.17	104.85
C4	39.01	25.00	89°23'41"	S21°43'04"W	35.17	24.74
C5	623.57	1545.00	23°07'29"	S54°51'10"W	619.35	316.09
C6	38.31	25.00	87°48'35"	S87°11'43"W	34.67	24.06
C7	341.84	885.00	22°07'53"	N58°57'56"W	339.72	173.08
C8	62.69	565.00	6°21'28"	N40°49'34"W	62.66	31.38
C9	104.78	565.00	10°37'32"	N32°20'04"W	104.63	52.54
C10	39.86	565.00	4°02'32"	N25°00'03"W	39.85	19.94
C11	266.05	1025.00	14°52'18"	N61°17'10"W	265.30	133.78
C12	60.72	1025.00	3°23'38"	N69°27'49"W	60.71	30.37
C13	71.65	1025.00	4°00'19"	N65°45'51"W	71.64	35.84
C14	71.65	1025.00	4°00'19"	N61°45'31"W	71.64	35.84
C15	74.56	1025.00	4°10'04"	N57°40'19"W	74.55	37.30
C16	31.09	1025.00	1°44'16"	N54°43'09"W	31.09	15.54
C17	131.81	1075.00	7°01'32"	N65°12'33"W	131.73	65.99
C18	23.01	15.00	87°53'49"	N74°21'18"E	20.82	14.46
C19	11.49	325.00	2°01'33"	N31°25'10"E	11.49	5.75
C20	18.29	275.00	3°48'37"	N32°18'42"E	18.29	9.15
C21	23.01	15.00	87°53'49"	N13°32'31"W	20.82	14.46
C22	68.29	1075.00	3°38'24"	N55°40'13"W	68.28	34.16
C23	95.99	75.00	73°19'50"	N89°29'04"E	89.57	55.83
C24	159.98	125.00	73°19'50"	N89°29'04"E	149.28	93.05
C25	9.32	125.00	4°16'25"	N55°59'14"W	9.32	4.66
C26	57.15	125.00	26°11'39"	N71°13'17"W	56.65	29.08
C27	52.50	125.00	24°03'45"	N83°39'01"E	52.11	26.64
C28	41.02	125.00	18°48'00"	N62°13'09"E	40.83	20.69
C29	318.11	1700.00	10°43'17"	N58°10'47"E	317.64	159.52
C30	10.66	1700.00	0°21'34"	N63°21'38"E	10.66	5.33
C31	68.85	1700.00	2°19'14"	N62°01'14"E	68.85	34.43
C32	68.85	1700.00	2°19'14"	N59°42'00"E	68.85	34.43
C33	68.85	1700.00	2°19'14"	N57°22'46"E	68.85	34.43
C34	68.85	1700.00	2°19'14"	N55°03'32"E	68.85	34.43
C35	32.03	1700.00	1°04'47"	N53°21'32"E	32.03	16.02
C36	327.46	1750.00	10°43'17"	N58°10'47"E	326.98	164.21
C37	30.23	1750.00	0°59'21"	N53°18'50"E	30.23	15.11
C38	69.02	1750.00	2°15'35"	N54°36'19"E	69.01	34.51
C39	69.02	1750.00	2°15'35"	N57°11'54"E	69.01	34.51
C40	69.02	1750.00	2°15'35"	N59°27'29"E	69.01	34.51

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C41	69.02	1750.00	2°15'35"	N61°43'03"E	69.01	34.51
C42	21.16	1750.00	0°41'34"	N63°11'38"E	21.16	10.58
C43	258.90	2525.00	5°52'30"	N60°36'10"E	258.79	129.57
C44	33.45	2525.00	0°45'33"	N63°09'39"E	33.45	16.73
C45	64.36	2525.00	1°27'38"	N62°03'04"E	64.36	32.18
C46	64.36	2525.00	1°27'38"	N60°35'26"E	64.36	32.18
C47	64.36	2525.00	1°27'38"	N59°07'48"E	64.36	32.18
C48	32.36	2525.00	0°44'03"	N58°01'57"E	32.36	16.18
C49	154.27	2475.00	3°34'17"	N61°45'17"E	154.24	77.16
C50	49.43	2475.00	1°08'40"	N62°58'05"E	49.43	24.72
C51	104.84	2475.00	2°25'37"	N61°10'57"E	104.83	52.43
C52	23.81	15.00	90°55'54"	N14°30'11"E	21.38	15.25
C53	64.06	475.00	7°43'37"	N34°49'34"W	64.01	32.08
C54	39.26	525.00	4°17'06"	N33°08'18"W	39.25	19.64
C55	70.80	525.00	7°43'37"	N34°49'34"W	70.75	35.46
C56	23.81	15.00	90°55'54"	N76°25'43"W	21.38	15.25
C57	19.02	2475.00	0°26'25"	N57°53'08"E	19.02	9.51
C58	41.59	25.00	95°18'46"	N10°00'33"E	36.96	27.43
C59	41.59	25.00	95°18'46"	N74°40'41"W	36.96	27.43

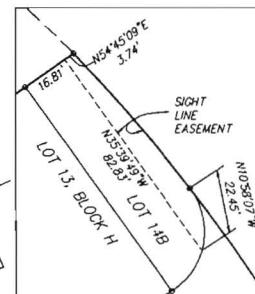
FINAL PLAT OF THE PARK AT BLACKHAWK II PHASE 3A TRAVIS COUNTY, TEXAS



STATE PLANE COORDINATES,
TEXAS CENTRAL ZONE NAD 83
GRID COORDINATE (TYPICAL)

70' RIGHT OF WAY BY PLAT OF
PARK AT BLACKHAWK II,
JAKES HILL ROAD AND MARTIN LANE
DOCUMENT NO. 200700014

RMD RESIDENTIAL, L.P.
47.98 ACRES
DOC No. 2012007146



SIGHT DISTANCE EASEMENT DETAIL
1"=30'

LEGAL DESCRIPTION:
10.747 ACRES OUT OF THAT CERTAIN 21.680 ACRE TRACT OF LAND
CONVEYED TO RMD RESIDENTIAL, L.P. BY DEED RECORDED IN
DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.

- LEGEND
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD
 - = CONCRETE MONUMENT SET
 - PUE = PUBLIC UTILITY EASEMENT
 - DE = DRAINAGE EASEMENT
 - DE = BLOCK NAME
 - ⊙ = SIDEWALK REQUIRED
 - OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DATE: MAY 8, 2012 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

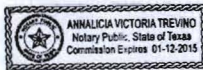
OWNER/SUBDIVIDER
RMD RESIDENTIAL, L.P., A TEXAS
LIMITED PARTNERSHIP
RMD RESIDENTIAL GP, LLC, A
TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER
508 BAYLOR STREET
AUSTIN, TEXAS 78703
NATHAN NEESE, MANAGER

SITE DATA:
AREA OF THIS PLAT: 10.747 ACRES
4 BLOCKS
35 SINGLE FAMILY LOTS
2 LANDSCAPE LOTS
37 LOTS TOTAL

SHEET 1 OF 2 SHEETS

NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
3. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND CUTTER.
4. A TRAMS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
5. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS IN THIS SUBDIVISION AND SIDEWALK RAMPS, DESIGNED TO MEET ADA REQUIREMENTS FOR HANDICAP ACCESS, SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. ALL SIDEWALKS SHALL BE 4 FEET IN WIDTH.
7. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NOS. 2002010202 AND 2002132073 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
8. LOT 24B, BLOCK K AND LOT 14B, BLOCK H SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND IS RESTRICTED TO NON-RESIDENTIAL USES. SEE DOCUMENT NOS. 2002010202 AND 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
9. WATER AND WASTE WATER SERVICE WILL BE PROVIDED BY LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) NO. 2C.
10. THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE RECEIVED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
11. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCID NO. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
12. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
13. THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
14. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
15. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
16. THE ASSESSED IMPACT FEE RATE FOR ONE SERVICE UNIT WITH A 5/8" METER SIZE FOR WASTEWATER SHALL BE \$1362.
17. STREETLIGHTS SHALL BE INSTALLED AND MAINTAINED BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
18. ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
19. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
20. ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
21. A 10 FOOT PUE SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
22. A MINIMUM OF A 4 FOOT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF HORNED OWL TRAIL, PLOVER RUN TRAIL AND EAGLE RIDGE LANE.

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RMD RESIDENTIAL, L.P., ACTING BY AND THROUGH RMD RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, NATHAN NEESE, MANAGER, OWNER OF THAT CERTAIN 21,680 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10,747 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK II PHASE 3A" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 9 DAY OF JUNE A. D. 2012.

RMD RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP

BY: RMD RESIDENTIAL GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER
508 BAYLOR STREET, AUSTIN, TEXAS 78703

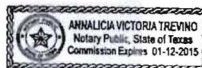
BY: Nathan Neese
NATHAN NEESE, MANAGER

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATHAN NEESE, 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 8 DAY OF JUNE 2012

BY: Annalicia Victoria Trevino
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF

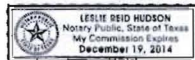
THAT, SLF IV - BLACKHAWK, L.P., THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012007147 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10,747 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

SLF IV - BLACKHAWK, L.P.
BY: [Signature] ITS SVP.

5949 SHERRY LANE, SUITE 1750
DALLAS, TEXAS 75225

STATE OF TEXAS
COUNTY OFTHIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10 DAY OF JUNE 2012

BY: [Signature]
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF TRAVIS

THAT, INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10,747 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE

BY: [Signature] ITS Assistant Vice President

816 CONGRESS AVENUE, SUITE 100
AUSTIN, TEXAS 78701

STATE OF TEXAS
COUNTY OF TRAVISTHIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF JUNE 2012

BY: Annalicia Victoria Trevino
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

THE PARK AT BLACKHAWK II PHASE 3A

TRAVIS COUNTY, TEXAS

CITY CERTIFICATION:

APPROVED THIS _____ DAY OF _____ 20____ BY THE
PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE,
TEXAS, ON BEHALF OF THE CITY.

BY:

THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY:

TREY FLETCHER, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERRECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 20____ A. D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF
SAID COUNTY, THE _____ DAY OF _____ 20____ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0285H, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER NO. 92671
STATE OF TEXAS



SURVEYORS CERTIFICATION:

I, J. KENNETH WEIGAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TRAVIS COUNTY ORDER NO. 8596 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1984, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

J. KENNETH WEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



DATE: MAY 9, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9754

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

ORIGINAL

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Rowe Lane Development, Ltd., (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 "Park at Blackhawk II Phase 3A" (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. 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: Rowe Lane Development, Ltd.
PO Box 909
Hutto, TX 78634

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: Rowe Lane Development, Ltd.

By: [Signature]

Name: ROBERT TIEMANN

Title: _____

Authorized Representative

Date: 10/08/09

County Judge

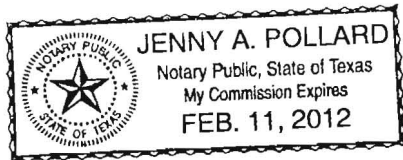
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of OCTOBER, 2008, by ROBERT TIEMANN, in the capacity stated herein.



Jenny A. Pollard
Signature of Notary

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, by _____, in the capacity stated herein.

Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

10.747 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE V. W. SWEARENGEN SURVEY No. 32, AND A PART OF THAT 233.816 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2000127193 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 261.87 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 7818, PAGE 214 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the North Line of Eagle Ridge Lane at the Southeast Corner of Lot 1, Block I, The Park at Blackhawk II, Phase 2A, according to the plat thereof recorded in Document No. 200700253 of the Official Public Records of Travis County, Texas;

THENCE N.31°53'56"E., along the East line of Lots 1 and 2, Block I, a distance of 91.76 feet to a 1/2" iron rod set;

THENCE departing the East Line of Lots 1 and 2 and across the said 233.816 Acre Tract the following nine courses:

1. S.57°34'04"E. a distance of 143.45 feet to a 1/2" iron rod set;
2. S.67°15'44"E. a distance of 50.86 feet to a 1/2" iron rod set;
3. S.55°46'59"E. a distance of 131.20 feet to a 1/2" iron rod set;
4. N.45°43'46"E. a distance of 55.87 feet to a 1/2" iron rod set;
5. N.57°33'24"E. a distance of 545.87 feet to a 1/2" iron rod set;
6. S.44°20'52"E. a distance of 70.00 feet to a 1/2" iron rod set;
7. N.51°18'37"E. a distance of 170.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
8. Southeasterly along the arc of said curve, a distance of 31.54 feet (said curve having a radius of 525.00 feet, a central angle of 03°26'31" and a chord bearing S.36°58'07"E., 31.53 feet) to a 1/2" iron rod set
9. N.54°45'09"E. a distance of 147.57 feet to a 1/2" iron rod set in a point on a non-tangent curve to the right, the same being the Southwesterly Line of the right of way for Martin Lane as shown on the plat of Park at Blackhawk II, Jakes Hill Road and Martin Lane, according to the plat thereof recorded in Document No. 200700014 of the Official Public Records of Travis County, Texas;

THENCE along said Southwesterly Line the following three courses:

1. Southeasterly along the arc of said curve, a distance of 207.34 feet (said curve having a radius of 565.00 feet, a central angle of 21°01'32" and a chord bearing S.33°29'33"E., 206.17 feet) to a 1/2" iron rod found;
2. S.22°58'47"E. a distance of 107.80 feet to a 1/2" iron rod found at a point of curvature of a curve to the right;
3. Southerly, along the arc of said curve to the right a distance of 39.01 feet, (said curve having a radius of 25.00 feet, a central angle of 89°23'41", and a chord bearing S.21°43'04"W., 35.17 feet) to a 1/2" iron rod found in the northwesterly line of Jakes Hill Road;

THENCE along the northwesterly line of Jakes Hill Road the following two courses:

1. S.66°24'54"W. a distance of 403.37 feet to a 1/2" iron rod found at to a point of curvature of a curve to the left;
2. Southwesterly, along the arc of said curve to the left a distance of 623.57 feet, (said curve having a radius of 1545.00 feet, a central angle of 23°07'29", and a chord bearing

10.747 Acres

S.54°51'10"W., 619.35 feet) to a 1/2" iron rod found at a point of reverse curvature of a curve to the right in the northeasterly line of Speidel Drive as shown on the plat of Lakeside at Blackhawk II, Phase 1A, according to the plat thereof recorded in Document No. 200700072 of the Official Public Records of Travis County, Texas;;

THENCE along the northeasterly line of Speidel Drive the following four courses:

1. Westerly, along the arc of said curve a distance of 38.31 feet, (said curve having a radius of 25.00 feet, a central angle of 87°48'35", and a chord bearing S.87°11'43"W., 34.67 feet) to a 1/2" iron rod found
2. N.48°54'00"W. a distance of 72.45 feet to a 1/2" iron rod found at a point of curvature of a curve to the left;
3. Northwesterly, along the arc of said curve to the left a distance of 341.84 feet, (said curve having a radius of 885.00 feet, a central angle of 22°07'53", and a chord bearing N.59°57'56"W., 339.72 feet) to a 1/2" iron rod found;
4. N.71°01'52"W. a distance of 171.59 feet to a 1/2" iron rod found at the Southeast Corner of Lot 24A, Block K, of the said plat of The Park at Blackhawk II, Phase 2A

THENCE along the East Line of Lot 24A, and continuing along the Easterly Line of the said plat of The Park at Blackhawk II, Phase 2A, the following five courses:

1. N.25°20'19"E. a distance of 58.10 feet to a 1/2" iron rod found;
2. N.18°50'21"E. a distance of 120.00 feet to a 1/2" iron rod found;
3. S.71°09'39"E. a distance of 9.92 feet to a 1/2" iron rod found at a point of curvature of a curve to the right;
4. Easterly, along the arc of said curve to the right a distance of 43.63 feet, (said curve having a radius of 1025.00 feet, a central angle of 02°26'20", and a chord bearing S.69°56'29"E., 43.63 feet) to a 1/2" iron rod found;
5. N.21°16'41"E. a distance of 50.00 feet to the said Point of Beginning.

Containing 10.747 acres, more or less.

John K. Weigand Oct. 8, 2008
J. Kenneth Weigand

Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

