



## Item 10

### Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

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

**Division Director/Manager:** Anna Bowlin/ Division Director, Development Services and Long Range Planning

**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 3B Final Plat (Long Form Final Plat - 40 total lots - 10.93 acres - Jackies Ranch Boulevard - City of Pflugerville ETJ); and
- B) A Subdivision Construction Agreement between Travis County and RMD Residential, L.P. in Precinct One.

#### **BACKGROUND/SUMMARY OF REQUEST:**

A) This final plat consists of 40 total lots (39 single family residential lots and one landscape lot) on 10.93 acres. There are 1,619 linear feet of public streets proposed with this final plat. Water service will be provided by Manville Water Supply Corporation and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been paid to the City of Pflugerville through a development agreement.

The applicant is currently utilizing the county's alternative fiscal agreement, and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety in the amount of \$114,000.00 has been posted with Travis County, which, combined with the infrastructure improvements, addresses the fiscal requirements.

B) The applicant, RMD Residential L.P. wishes to enter into a standard subdivision construction agreement with Travis County.

#### **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on October 30, 2012, and the final plat was approved by the City of Pflugerville on April 1, 2013, staff recommends approval of the final plat and the subdivision construction agreement.

#### **ISSUES AND OPPORTUNITIES:**

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

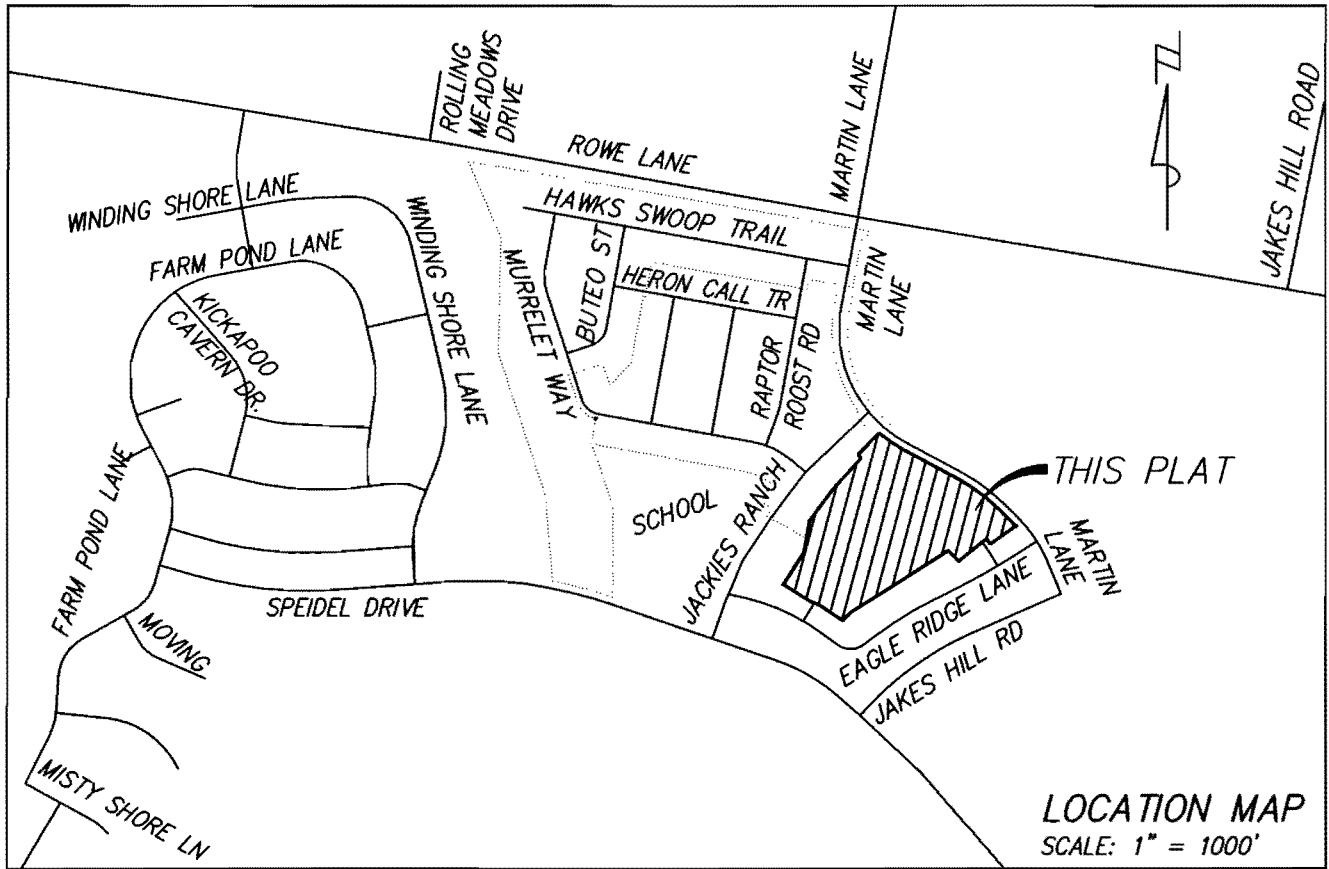
**REQUIRED AUTHORIZATIONS:**

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 3B Final Plat**

LOCATION MAP OF  
**THE PARK AT BLACKHAWK II**  
**PHASE 3B**  
TRAVIS COUNTY, TEXAS



*Precinct Map*

BETA GIS



Point

Line

Polyline

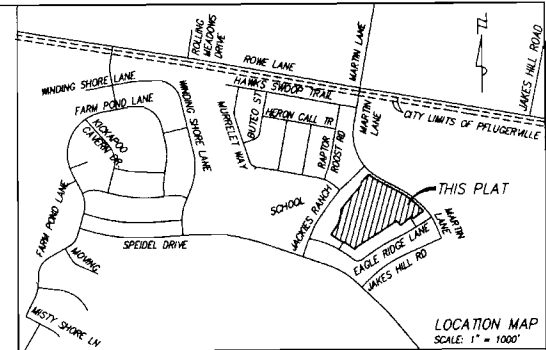
Polygon

Buffer



Travis County Commissioners Court, 4th

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



TRAVIS COUNTY  
 CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: NOV. 28, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

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

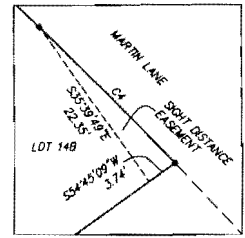
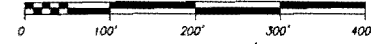
1	3/18/13	ADDRESSED CITY COMMENTS FROM 3/14/2013	JKW
No.	DATE	REVISION	BY

S:\44016517\20121691\exp\1691-PLAT.dwg 7/19/2013 12:05:59 PM CBT

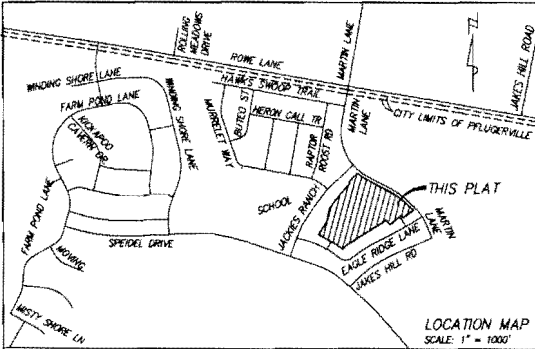
# THE PARK AT BLACKHAWK II PHASE 3B

TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



- LEGEND**
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
  - = FOUND 1/2" IRON ROD
  - = CONCRETE MONUMENT SET
  - = PUBLIC UTILITY EASEMENT
  - = PUBLIC UTILITY EASEMENT
  - = DRAINAGE EASEMENT
  - = WASTEWATER EASEMENT
  - = BLOCK NAME
  - = SIDEWALK REQUIRED (4' WIDE)
  - = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
  - 9,122 = LOT AREA IN SQUARE FEET

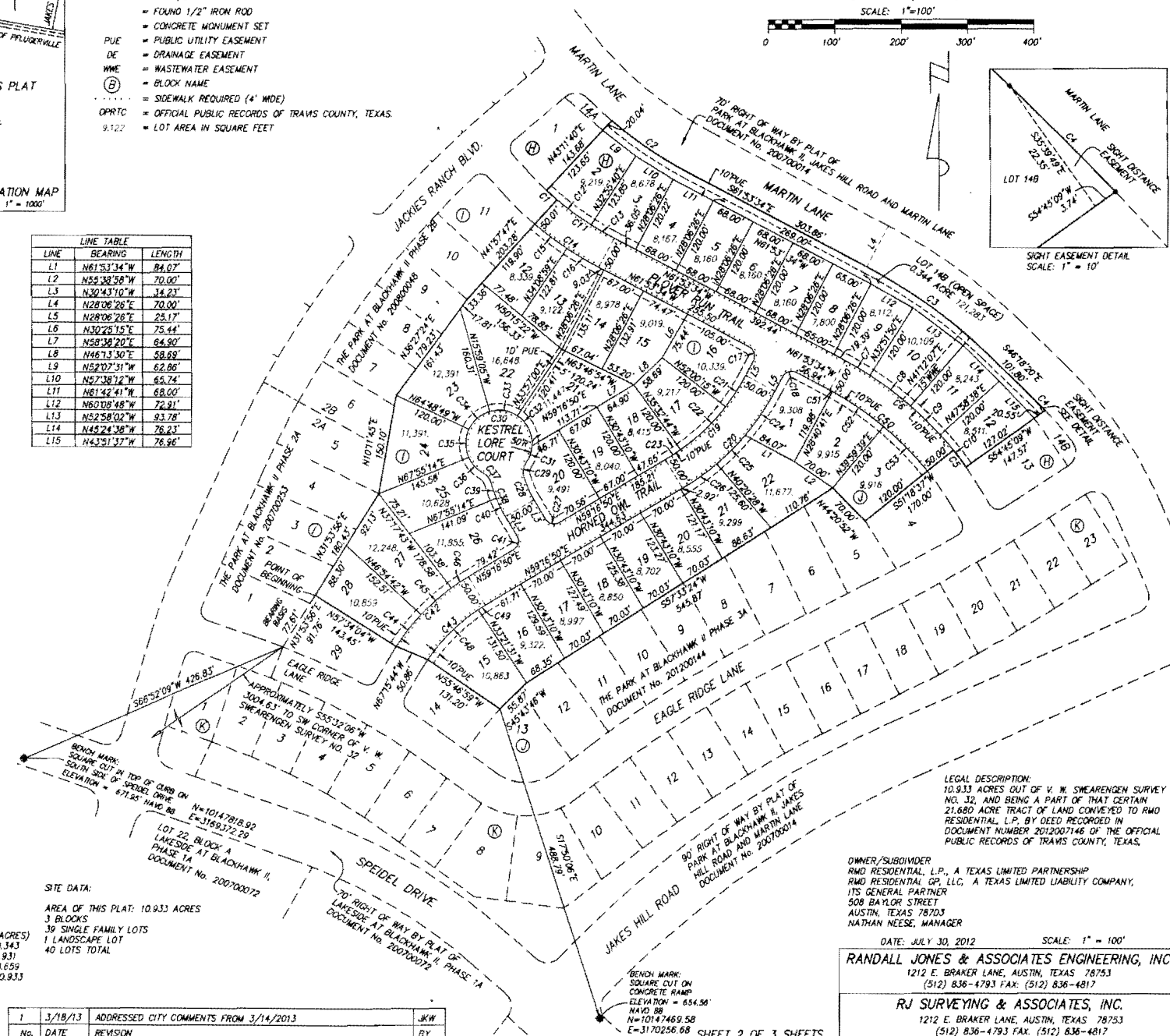


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRING.	CHORD
C1	20.86	475.00	12°31'18"	S55°37'55"E	138.50
C2	138.78	635.00	12°31'18"	S55°37'55"E	138.50
C3	221.72	815.00	12°31'14"	S54°05'57"E	221.04
C4	22.69	565.00	2°18'02"	S45°09'19"E	22.68
C5	31.54	525.00	3°28'31"	N36°58'07"W	31.53
C6	212.61	525.00	23°12'11"	N50°17'29"W	211.16
C7	43.58	525.00	4°45'24"	N59°30'52"W	43.57
C8	76.40	525.00	8°20'17"	N52°58'02"W	76.33
C9	62.08	525.00	6°46'31"	N45°24'38"W	62.05
C10	62.08	525.00	6°46'31"	N38°38'07"W	62.05
C11	104.22	475.00	12°34'17"	N55°36'26"W	104.01
C12	85.11	475.00	10°16'00"	N51°56'20"W	85.00
C13	39.86	475.00	4°49'14"	N59°28'57"W	39.85
C14	118.31	525.00	12°41'32"	N55°32'45"W	118.07
C15	60.95	525.00	6°39'05"	N52°31'29"W	60.91
C16	55.37	525.00	6°02'33"	N58°52'18"W	55.34
C17	23.56	15.00	90°00'00"	N18°53'34"W	21.21
C18	23.56	15.00	90°00'00"	N73°06'26"E	21.21
C19	176.82	325.00	31°10'24"	N43°41'38"E	174.65
C20	204.03	325.00	31°10'24"	N43°41'38"E	201.52
C21	56.09	325.00	3°53'19"	N37°03'05"E	56.02
C22	93.36	325.00	16°27'31"	N46°13'30"E	93.04
C23	27.37	325.00	4°49'34"	N56°52'03"E	27.37
C24	80.45	325.00	12°17'28"	N34°19'10"E	80.29
C25	60.81	325.00	3°15'38"	N54°01'43"E	60.54
C26	62.97	325.00	3°37'18"	N54°28'11"E	62.80
C27	23.56	15.00	90°00'00"	N75°43'10"W	21.21
C28	37.36	155.00	17°48'31"	N23°48'56"W	37.27
C29	22.62	25.00	51°50'21"	N02°00'31"E	21.86
C30	241.08	50.00	2°16'15.28"	N76°47'57"E	68.75
C31	26.86	50.00	30°46'38"	N19°32'24"E	26.54
C32	52.54	50.00	60°12'06"	N25°56'57"W	50.15
C33	43.58	50.00	49°56'06"	N81°01'03"W	42.21
C34	42.61	50.00	48°49'44"	N49°36'03"E	41.33
C35	43.29	50.00	49°36'38"	N00°22'52"E	41.95
C36	32.21	50.00	36°54'19"	N42°52'37"W	31.65
C37	20.09	25.00	46°01'58"	N38°18'48"W	19.55
C38	55.18	205.00	15°25'22"	N23°00'30"W	55.01
C39	24.27	205.00	6°46'57"	N18°41'17"W	24.25
C40	30.91	205.00	8°38'25"	N26°23'58"W	30.88
C41	23.56	15.00	90°00'00"	N14°16'50"E	21.21
C42	152.29	325.00	26°50'53"	N45°51'23"E	150.90
C43	120.30	325.00	25°03'49"	N46°44'53"E	119.34
C44	60.44	325.00	10°39'22"	N37°46'37"E	60.36
C45	60.90	325.00	10°44'09"	N48°27'22"E	60.81
C46	30.95	325.00	5°27'22"	N56°33'08"E	30.94
C48	107.63	275.00	22°25'28"	N45°25'43"E	106.94
C49	12.67	275.00	2°32'20"	N57°57'39"E	12.66
C50	192.36	475.00	23°12'11"	N50°17'29"W	191.05
C51	4.73	475.00	0°34'15"	N61°36'27"W	4.73
C52	93.81	475.00	11°18'58"	N55°39'50"W	93.68
C53	93.81	475.00	11°18'58"	N44°20'52"W	93.68

LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°53'34"W	84.07
L2	N55°32'58"W	70.00
L3	N30°43'10"W	34.23
L4	N28°06'28"E	70.00
L5	N28°06'28"E	25.17
L6	N30°28'15"E	75.44
L7	N58°38'26"E	64.80
L8	N46°17'30"E	58.69
L9	N52°07'31"W	62.86
L10	N57°38'12"W	66.74
L11	N61°42'41"W	68.00
L12	N60°09'48"W	72.81
L13	N52°58'02"W	93.78
L14	N45°24'38"W	76.23
L15	N42°51'37"W	76.96

LINEAR FEET OF NEW STREETS			
NAME	LENGTH	ACREAGE	AREA SUMMARY (ACRES)
PLOVER RUN TRAIL (50')	705	0.796	OPEN SPACE: 0.343
HORNED OWL TRAIL (50')	737	0.819	RIGHT OF WAY: 1.931
KESTREL LORE COURT (50')	177	0.316	SINGLE FAMILY: 8.659
TOTAL	1619	1.931	TOTAL: 10.933

**SITE DATA:**  
 AREA OF THIS PLAT: 10.933 ACRES  
 3 BLOCKS  
 39 SINGLE FAMILY LOTS  
 1 LANDSCAPE LOT  
 40 LOTS TOTAL



**LEGAL DESCRIPTION:**  
 10.933 ACRES OUT OF V. W. SWEARENGEN SURVEY NO. 32, AND BEING A PART 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.

**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

DATE: JULY 30, 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

No.	DATE	REVISION	BY
1	3/18/13	ADDRESSED CITY COMMENTS FROM 3/14/2013	JKW

NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. 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 GUTTER.
4. A TRAVIS 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 IN SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002010202 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. NOTE DELETED.
9. 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 BARBERS 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 REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCD No. 20 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.
11. 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.
12. 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.
13. THE ASSESSED IMPACT FEE RATE FOR ONE SERVICE UNIT WITH A 5/8" WATER SIZE FOR WASTEWATER SHALL BE \$1,363.
14. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL 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.
15. ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
16. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
17. 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.
18. A 10 FOOT PUE SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
19. A MINIMUM OF A 4 FOOT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF HORNED OWL TRAIL, PLOVER RUN TRAIL, AND KESTRAL LORE COURT.
20. WATER SHALL BE PROVIDED MANVILLE WATER SUPPLY CORPORATION, WATER CON 1114.
21. WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE.

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 10.933 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 3B" 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 THE 1<sup>ST</sup> DAY OF March A. D. 2013

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

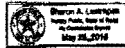
STATE OF TEXAS  
COUNTY OF TRAVIS

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 1<sup>ST</sup> DAY OF March 2013

BY: Sharon Jackson  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:  
MY COMMISSION EXPIRES:



STATE OF TEXAS  
COUNTY OF

THAT, S/LF 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 10.93 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.

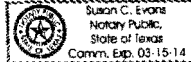
S/LF IV - BLACKHAWK, L.P.  
BY: [Signature] ITS SUPERINTENDENT-S

5548 SHERRY LANE, SUITE 1750  
DALLAS, TEXAS 75225

THE STATE OF TEXAS  
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28<sup>TH</sup> DAY OF February 2013

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. 2012007146 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10.93 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.

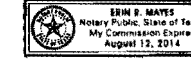
INTERNATIONAL BANK OF COMMERCE  
BY: [Signature] ITS Vice President

816 CONGRESS AVENUE, SUITE 100  
AUSTIN, TEXAS 78701

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 1<sup>ST</sup> DAY OF MARCH 2013

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



# THE PARK AT BLACKHAWK II PHASE 3B

FINAL PLAT OF

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: \_\_\_\_\_  
EMILY BARBON, PLANNING DIRECTOR

ATTEST:  
\_\_\_\_\_  
KAREN THOMPSON, CITY SECRETARY

BY: \_\_\_\_\_  
EMILY BARBON, PLANNING DIRECTOR

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 TO THE PUBLIC USE OF THE STREETS AND EASEMENTS / 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 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 ERECT 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 DEBEAUVOUR, 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 DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

SURVEYORS CERTIFICATION:

I, J. KENNETH WEGAND, 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 COMPLES 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.

[Signature] Feb 25, 2013

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



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) #04053C020894, 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.

[Signature] 2/25/13  
R. BRENT JONES  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
STATE OF TEXAS



I, DANA DEBEAUVOUR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M AND DULY RECORDED ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M, IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D.

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: NOV. 28, 2012

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

S:\LANDSERV\17300\1591\1591.dwg 2/25/2013 4:17:46 PM CST

PARKLAND DEDICATION REQUIREMENT NOTE:  
TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between <sup>RMD</sup> ~~Residential~~ D.P., (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~~" (the "Subdivision"); and  
II Phase 3B

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: RMD Residential, L.P.  
508 Baylor St.  
Austin, TX 78703

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: *Nathan Neese*  
Name: NATHAN NEESE  
Title: MANAGER  
Authorized Representative  
Date: 6/21/12

ACKNOWLEDGEMENT

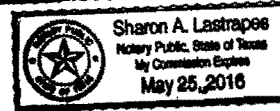
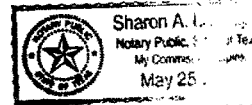
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, 21 June 2012, by  
Nathan Neese, in the capacity stated herein.

*Sharon A. Lastrapes*  
Signature of Notary

After Recording Return to:  
Executive Manager,  
Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



---

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE V. W. SWEARENGEN SURVEY No. 32, AND BEING A PART OF THAT 21.680 ACRE TRACT OF LAND CONVEYED TO RMD RESIDENTIAL. L.P., BY DEED RECORDED IN DOCUMENT No. 2012007146 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at the Southeast Corner of Lot 1, Block I, of the Plat of 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;

N.31°53'56"E. (at 77.61 feet pass a 1/2" iron rod set at the Northeast Corner of said Lot 1 and continue along the East Line of Lot 2) in all a distance of 91.76 feet to a 1/2" iron rod set at the Point of Beginning;

THENCE along the Easterly Line said Plat of The Park at Blackhawk II, Phase 2A and along the East Line of the Plat of The Park at Blackhawk II, Phase 2B, according to the plat thereof recorded in Document No. 200800048 of the Official Public Records of Travis County, Texas, the following six courses:

1. N.31°53'56"E. a distance of 180.43 feet to a 1/2" iron rod set;
2. N.10°11'45"E. a distance of 150.10 feet to a 1/2" iron rod set;
3. N.36°27'24"E. a distance of 179.23 feet to a 1/2" iron rod set;
4. N.41°57'47"E. a distance of 203.28 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
5. Northwesterly along the arc of said curve, a distance of 20.86 feet, said curve having a radius of 475.00 feet, a central angle of 02°30'57" and a chord bearing N.48°03'49"W., 20.86 feet to a 1/2" iron rod set;
6. N.43°11'40"E. a distance of 143.68 feet to a 1/2" iron rod set in the Southwesterly Line of 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 and to a point on a non-tangent curve to the left;

THENCE along the Southwesterly Line of Martin Lane the following five courses:

1. Southeasterly along the arc of said curve, a distance of 138.78 feet, said curve having a radius of 635.00 feet, a central angle of 12°31'18" and a chord bearing S.55°37'55"E., 138.50 feet to a 1/2" iron rod set
2. S.61°53'34"E. a distance of 303.86 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Southeasterly, along the arc of said curve to the right a distance of 221.72 feet, said curve having a radius of 815.00 feet, a central angle of 15°35'14", and a chord bearing S.54°05'57"E., 221.04 feet, to a 1/2" iron rod set;
4. S.46°18'20"E. a distance of 101.80 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
5. Southeasterly, along the arc of said curve to the right a distance of 22.69 feet, said curve having a radius of 565.00 feet, a central angle of 02°18'02", and a chord bearing S.45°09'19"E., 22.68 feet to a 1/2" iron rod set;

THENCE across the said 21.680 Acre Tract the following nine courses:

1. S.54°45'09"W. a distance of 147.57 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

2. Northwesterly 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 N.36°58'07"W., 31.53 feet to a 1/2" iron rod set;
3. S.51°18'37"W. a distance of 170.00 feet to a 1/2" iron rod set;
4. N.44°20'52"W. a distance of 70.00 feet to a 1/2" iron rod set;
5. S.57°33'24"W. a distance of 545.87 feet to a 1/2" iron rod set;
6. S.45°43'46"W. a distance of 55.87 feet to a 1/2" iron rod set;
7. N.55°46'59"W. a distance of 131.20 feet to a 1/2" iron rod set;
8. N.67°15'44"W. a distance of 50.86 feet to a 1/2" iron rod set;
9. N.57°34'04"W. a distance of 143.45 feet to the said Point of Beginning.

Containing 10.93 acres, more or less.

*J. K. Weigand May 23, 2012*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

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



All iron rods set have RJ Surveying caps  
The East Line of Lot 1, Block I, of the Plat of The Park at Blackhawk II, Phase 2A, is assumed to bear N.31°53'56"E. as shown on the recorded plat.  
This parcel is shown on a separate drawing.