



Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: May 14, 2013

Prepared By: Joe Arriaga **Phone #:** 854-7562

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

AB

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) Plat for recording: The Commons at Rowe Lane IIIB- Final Plat (The Commons at Rowe Lane IIIB - Subdivision Final Plat - 38 Single Family Lots, 4 Drainge Lots and 1 Open Space Lot - Windy Vane Drive - City of Pflugerville ETJ) in Precinct One ; and
- B) Subdivision Construction Agreement for Commons at Rowe Lane IIIB.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 43 total lots (38 single family residential lots) on 24.502 acres. There are 2,640 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 has been posted with Travis County for the amount of \$141,286.00 which addresses the fiscal requirements.

B) The applicant, Rowe Lane Development, LP. 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 and the final plat was approved by the City of Pflugerville on December 3, 2012, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone concerning this final plat.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

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

REQUIRED AUTHORIZATIONS:

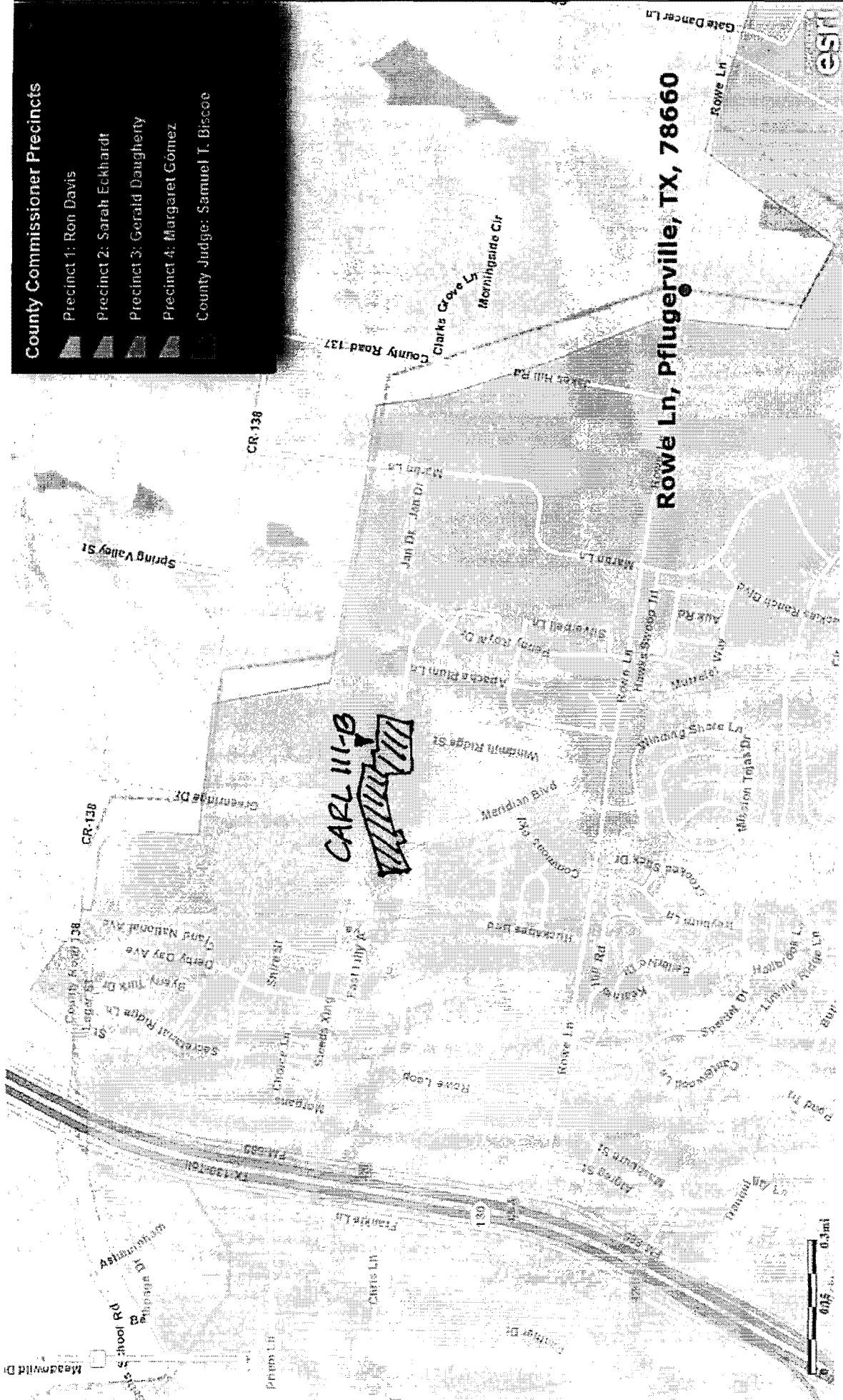
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

SM:AB:ja
1101 - Development Svs- Commons Rowe Ln IIIB

County Commissioner Precincts

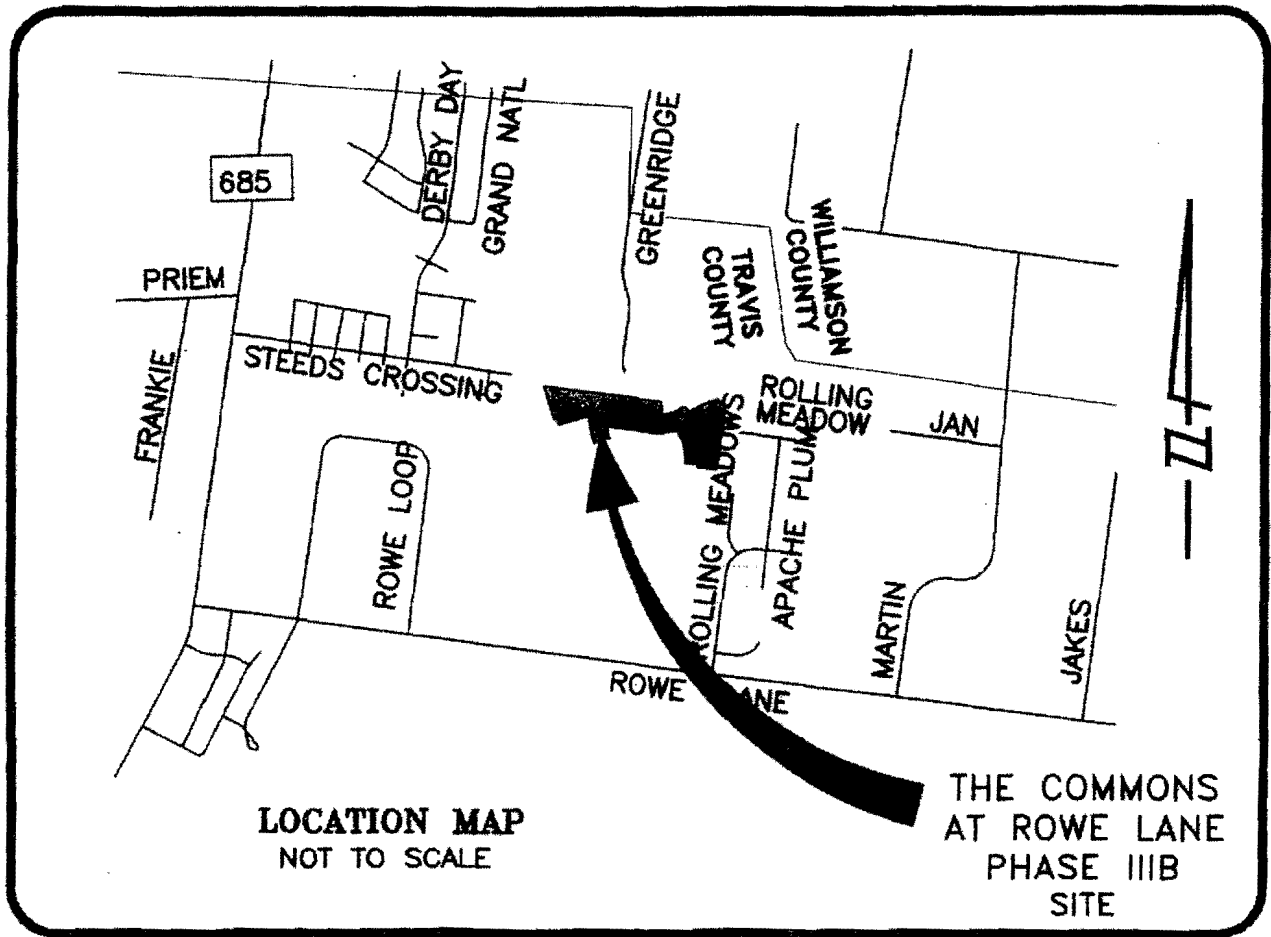
- Precinct 1: Ron Davis
 - Precinct 2: Sarah Eckhardt
 - Precinct 3: Gerald Daugherty
 - Precinct 4: Margaret Gómez
- County Judge: Samuel T. Biscoe



CARL III-B

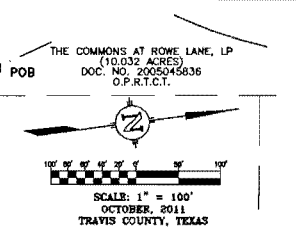
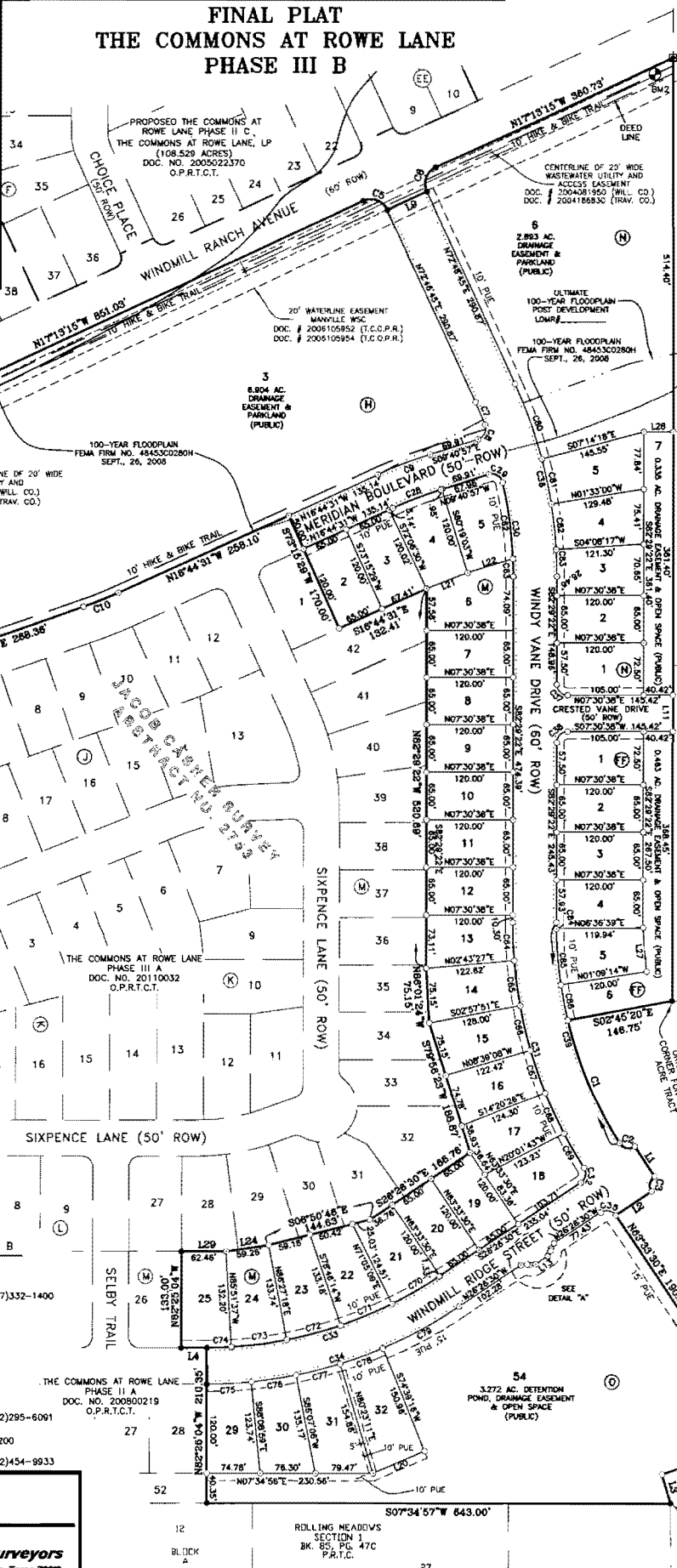
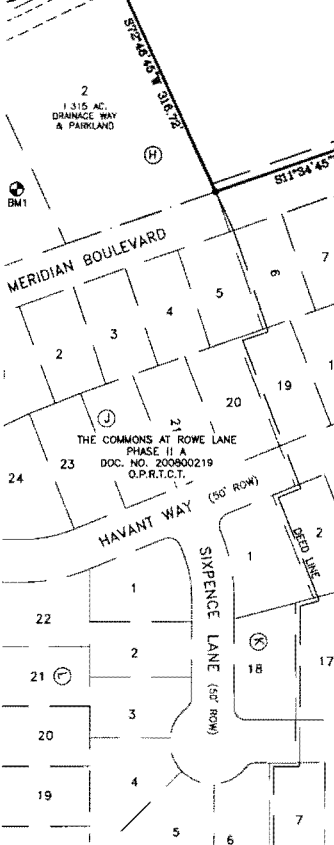
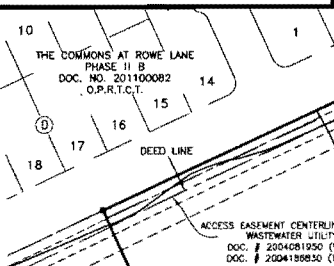
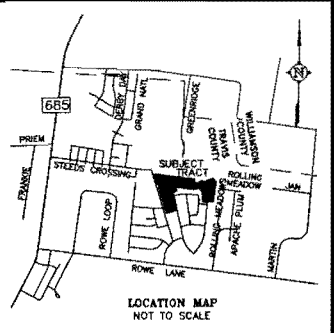
Rowe Ln, Pflugerville, TX, 78660





LOCATION MAP

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B



- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD WITH CAP SET
 - ⊕ CONCRETE MONUMENT SET
 - ⊙ BENCHMARK
 - 4' SIDEWALK
 - ROW RIGHT-OF-WAY
 - BL BUILDING SETBACK LINE
 - SF SQUARE FEET
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT
 - (A) BLOCK LETTER
 - LT 9 R.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

- BENCHMARK LIST**
- BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK, APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,756.13
EASTING= 3,167,197.81
ELEV.= 687.87
 - BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LIP.
NORTHING= 10,154,130.49
EASTING= 3,166,557.76
ELEV.= 695.10

ROLLING HILLS
BOOK 76, PAGE 277
P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS= 38
DRAINAGE ESMT & PARKLAND LOTS= 2
DRAINAGE ESMT & OPEN SPACE LOTS= 2
DETENTION POND, DRAINAGE ESMT & OPEN SPACE LOTS= 1

CUMULATIVE DENSITY CALCULATIONS

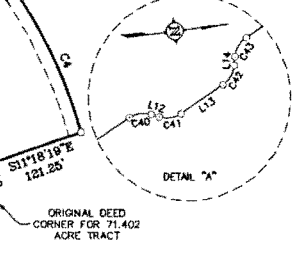
TOTAL NUMBER OF RESIDENTIAL UNITS: 38
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 10.635 AC.

ACREAGE	ACRES
BLOCK H	6.504 AC.
BLOCK M	4.814 AC.
BLOCK O	4.206 AC.
BLOCK Q	4.143 AC.
BLOCK R	1.392 AC.
BLOCK TT	3.243 AC.
TOTAL ACREAGE	24.502 AC.

LINEAR FEET OF NEW STREETS

WINDY VANE DRIVE	60' ROW	1444 L.F.
WINDMILL RIDGE STREET	50' ROW	681 L.F.
MERIDIAN BOULEVARD	50' ROW	325 L.F.
CRESTED VANE DRIVE	50' ROW	190 L.F.
TOTAL		2640 L.F.

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



THE COMMONS AT ROWE LANE, PHASE III B

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 24.502 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 43
LINEAR FEET OF NEW STREETS: 2640 L.F.
DATE: OCTOBER, 2011
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
BUDA, TEXAS 78619
PHONE: (512)295-6201 FAX: (512)295-6091
ENGINEER: GRAY & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4, P.O. Box 8336, Buda, Texas 78619
Tel (512) 295-6201 • Fax (512) 295-6091

SHEET	TECH: SEGURA	SURV: GRZ
2	DATE: OCTOBER, 2011	SCALE: 1" = 100'
OF	DRAWING FILE: 11-1002-11	CARL III-B SHEETS 1-3.DWG
4	PROJECT: COMMONS @ ROWE LANE - PHASE III-B	
	JOB NO: 11-1002-11	

GRAY & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933
TYPE FIRM # 2046

SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between The Commons at Rowe Lane, L.P., a Texas limited partnership, (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 "The Commons at Rowe Lane, Phase IIIB" (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 are completed. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

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

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

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

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

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

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

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

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

II. COUNTY'S OBLIGATIONS

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

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

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

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

- (1) The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- (2) The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- (3) 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;
- (4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- (5) 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. T

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: The Commons at Rowe Lane, L.P.,
 2929 W. 5th, Suite A
 Fort Worth, Texas 76107
 Attn: Lee Nicol

Copy to: Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701
 Attn: Kevin M. Flahive

County: Transportation & Natural Resources Dept.
 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.

(Signature Page to Follow)

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:

THE COMMONS AT ROWE LANE, L.P.,
a Texas limited partnership

County Judge

By: ROWE COMMONS CORPORATION,
a Texas corporation,
its General Partner

Date: _____

By: Lee Nicol
Name: Lee Nicol
Title: President

Date: 8.3.12

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of August, 2012,
by Lee Nicol, in the capacity stated herein.

Jennifer Barnes
Signature of Notary



After Recording Return to:

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

Exhibit "A"

Property

STATE OF TEXAS
COUNTY OF TRAVIS

24.502 ACRE TRACT,
SITUATED IN THE
JACOB CASNER SURVEY,
ABSTRACT NO. 2753,
TRAVIS COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 24.502 ACRE TRACT OF LAND, SITUATED IN THE JACOB CASNER SURVEY, ABSTRACT NO. 2753, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 24.502 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Concrete Monument set for the northwest corner of the herein described tract, being also on the north line of said 108.529 acre tract, and being on the south line of that certain 10.032 acre tract of land conveyed to The Commons at Rowe Lane, L.P. of record in Document No. 2005045836 of the Official Public Records of Travis County, Texas;

THENCE S 82°29'22" E, with the north line of said 108.529 acre tract, the south line of said 10.032 acre tract, at 21.50 feet pass the northeast corner of said 108.529 acre tract, being also the northwest corner of said 71.402 acre tract, at 32.14 feet pass the southeast corner of said 10.032 acre tract, being also the southwest corner of Lot 9, Rolling Hills, a subdivision of record in Book 76, Page 277 of the Plat Record of Travis County, Texas, at 834.26 feet pass the southeast corner of said Lot 9, being also the southwest corner of Lot 10, of said Rolling Hills subdivision, for a total distance 1294.25 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 10, being also an ell corner of said 71.402 acre tract;

THENCE, departing the south line of said Rolling Hills subdivision, over and across said 71.402 acre tract the following ten (10) courses and distances:

1. S 02°45'20" E, for a distance of 146.75 feet to a 1/2 inch iron rod with cap (ZWA) set on a curve to the left,
2. along said curve to the left, an arc distance of 186.12 feet, said curve having a radius of 570.00 feet, a central angle of 18°42'32" and a chord bearing of N 74°32'30" E for a chord distance of 185.30 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a compound curve to the left,

3. along said curve to the left, an arc distance of 23.99 feet, said curve having a radius of 15.00 feet, a central angle of 91°37'43" and a chord bearing of N 19°22'22" E for a chord distance of 21.51 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
4. N 63°48'55" E, for a distance of 50.00 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
5. along said curve to the left, an arc distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing of S 71°26'30" E for a chord distance of 21.21 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
6. S 26°26'30" E, for a distance of 60.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 63°33'30" E, for a distance of 190.20 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 175.49 feet, said curve having a radius of 570.00 feet, a central angle of 17°38'23" and a chord bearing of N 72°22'42" E for a chord distance of 174.80 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
9. S 11°18'19" E, for a distance of 121.25 feet to a 1/2 inch iron rod with cap (ZWA) set, and
10. N 81°10'12" E, for a distance of 41.36 feet to a 1/2 inch iron rod found for an ell corner of said 71.402 acre tract, being also the northwest corner of Lot 28, Block A, Rolling Meadows Section One, a subdivision of record in Book 85, Page 47C of the Plat Record of Travis County, Texas, and being the northeast corner of the herein described tract;

THENCE, S 07°34'57" W, with the east line of said 71.402 acre tract and the west line of said Rolling Meadows, Section One, at 224.86 feet pass the southwest corner of said Lot 28, Block A, being also the northwest corner of Lot 27, Block A, of said Rolling Meadows, Section One subdivision, at 579.23 feet pass the southwest corner of said Lot 27, Block A, being also the northwest corner of Lot 12, Block A, of said Rolling Meadows, Section One subdivision, for a total distance of 643.00 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, being also the northeast corner of The Commons At Rowe Lane, Phase II A, a subdivision of record in Document No. 200800219, of the Official Public Records of Travis County, Texas;

THENCE, departing the west line of said Rolling Meadows, Section One, over and across said 71.402 acre tract, being also along the north line of said The Commons At Rowe Lane, Phase II A, the following four (3) courses and distances

1. N 82°25'04" W, for a distance 210.35 feet to a 1/2 inch iron rod with cap (ZWA) found,

2. S 07°34'56" W, for a distance of 35.87 feet to a 1/2 inch iron rod with cap (ZWA) found, and
3. N 82°25'04" W, for a distance of 133.00 feet to a 1/2 inch iron rod with cap (ZWA) found for the most northerly northwest corner of said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Lot 26, Block M of said The Commons At Rowe Lane, Phase II A, being also in the east line of proposed The Commons At Rowe Lane, Phase III A, from which a 1/2 inch iron rod with cap (ZWA) found for an ell corner in the north line of said The Commons At Rowe Lane, Phase II A, being also the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also a point in the south line of said 71.402 acre tract, being also a point in the north line of said 108.529 acre tract, bears S 07°34'56" W, for a distance of 325.25 feet;

THENCE, departing the north line of said The Commons At Rowe Lane, Phase II A, over and across said 71.402 acre tract, being also in the east, north, and west lines of said proposed The Commons At Rowe Lane, Phase III A, the following twelve (12) courses and distances:

1. N 07°34'56" E, for a distance of 62.46 feet to a 1/2 inch iron rod with cap (ZWA) set,
2. N 01°11'05" W, for a distance of 59.26 feet to a 1/2 inch iron rod with cap (ZWA) set,
3. N 06°50'46" W, for a distance of 144.63 feet to a 1/2 inch iron rod with cap (ZWA) set,
4. N 26°26'30" W, for a distance of 166.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
5. S 79°56'23" W, for a distance of 188.87 feet to a 1/2 inch iron rod with cap (ZWA) set,
6. N 86°01'24" W, for a distance of 75.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 82°29'22" W, for a distance of 520.69 feet to a 1/2 inch iron rod with cap (ZWA) set,
8. S 16°44'31" E, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
9. S 73°15'29" W, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. S 16°44'31" E, for a distance of 258.10 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
11. along said curve to the right, an arc distance of 51.81 feet, said curve having a radius of 575.00 feet, a central angle of 05°09'46" and a chord bearing of S 14°09'38" E for a chord distance of 51.79 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve, and
12. S 11°34'45" E, for a distance of 268.36 feet to a 1/2 inch iron rod with cap (ZWA) set for the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also an angle point in the common line of said 71.402 acre tract and 108.529 acre tract, being also an angle point in the said north line of The Commons At Rowe Lane, Phase II

A, being also the northeast corner of Lot 2, Block H, a 1.315 acre Drainage Way and Parkland Lot of the said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Meridian Boulevard;

THENCE, leaving the said proposed The Commons At Rowe Lane, Phase III A, along the said common line of said 71.402 acre tract and 108.529 acre tract, being also the north line of said The Commons At Rowe Lane, Phase II A, being also the north line of said Lot 2, Block H of said The Commons At Rowe Lane, Phase II A, S 72°46'45" W, passing at a distance of 296.69 feet, the southwest corner of said 71.402 acre tract, being also an ell corner in the north line of said 108.529 acre tract, for a total distance of 316.72 feet for the southwest corner of the of the herein described tract, also being in the east line of The Commons At Rowe Lane, Phase II B, a subdivision of record in Document No. 201100082, of the Official Public Records of Travis County, Texas, being also in the east line of Windmill Ranch Avenue;

THENCE, over and across said 108.529 acre tract and said 71.402 acre tract, being also in the said east line of The Commons At Rowe Lane, Phase II B, being also in the east line of said Windmill Ranch Avenue the following five (5) courses and distances:

1. N 17°13'15" W, for a distance of 851.03 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
2. along said curve to the right, passing at an arc distance of 33.92 feet, the said common line of 108.529 acre tract and 71.402 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 27°46'45" E for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve,
3. N 17°13'15" W, for a distance of 60.00 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
4. along said curve to the right, passing at an arc distance of 5.37 feet, the said common line of 71.402 acre tract and 108.529 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 62°13'15" W for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve, and
5. N 17°13'15" W, for a distance of 360.73 feet to the **POINT OF BEGINNING** and containing 24.502 acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

REFERENCES

ZWA PLAT NO. 11-1002-11 CARL III-B-Sheets 1-3.dwg