

Travis County Commissioners Court Agenda Request

Meeting Date: June 4, 2013

Prepared By: Paul Scoggins Phone #: 854-7619

Division Director/Manager: Anna M./Bowlin ACCP, Division Director of

Development Services and Long, Range Planning

Department Head: 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 in Precinct One:

A) The use of an Alternative Fiscal Agreement for Commons at Rowe Lane, Phase IV-A; and

B) The use of a Cash security Agreement for the fiscal posting for Commons at Rowe Lane, Phase IV-A.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed. The developer also requests to post cash for the fiscal posting. To post cash the developer must enter into a cash security agreement with Travis County.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County as cash using a cash security agreement in the amount of \$183,258.00.

Access to Publicly Maintained Road

Commons at Rowe Lane, Phase IV-A takes access from Wind Vane West as dedicated through Commons At Rowe Lane, Phase III-B. This subdivision has been recorded, but has yet to be accepted for maintenance by Travis County.

Waste Water Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #12-1133. The estimated cost of the improvements is \$1,462,443.40. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls) and all structures contributing to the total detention.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action document is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment Exhibit "A" – Description Cash Security Agreement Extension of Sixty-Day Period Proposed Plat Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
		and Long Range	
		Planning	

CC:			
April Rodriguez	Accountant/Central Cashier	TNR	854-7570

AB:SM:ps 1101 - Development Services - Commons at Rowe Lane, Phase IV-A

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3
Executed this 16 day of way, 2013.
OWNER: Commons at Rowe lave, Address: 2929 Les. Sh ST,
By: Prouve Commons Corp. Gp STEA, FT WORTH, TEXAS 76107 Name: Cee Nicel Close Nicel Phone: 817.332. 9600
Name: Cee Nicol Phone: 817.332. 9600
Title: Pres 104NT Authorized Representative Fax: 817 · 333 · (400
ACKNOWLEDGEMENT
STATE OF TEXAS §
COUNTY OF TRAVIS
This instrument was acknowledged before me on the lot day of May, 2013, by in the capacity stated herein. Notary Public in and for the State of Texas Theresa Congdon My Commission Expires: 91613 Printed or typed name of notary
THERESA CONGDON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 9/16/13
TRAVIS COUNTY, TEXAS:
By:
Alternative Fiscal

ACKNOWLEDGEMENT

STATE OF TEXAS	§
COUNTY OF TRAVIS	§
	whedged before me by <u>County Judge Samuel T. Biscoe</u> , on the, <u>20</u> , in the capacity stated herein.
Notary Public in and for the	
·	My commission expires:
Printed or typed name of ne	otary

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

SAMPLE EXHIBIT "A" OR FIELD NOTES

Alternative Fiscal

EXHIBIT "A"

That certain tract of land described as Commons at Rouse Care, Phase 4
subdivision is 17.419 acres, being a portion of that same tract of land described in
Volume, Page of the Real Property Records of Travis County, Texas, or
Doc#2007205045 of the Official Public Records, as delineated on a plat under the same
name which will be held in abeyance until approval is granted by the Travis County
Commissioners' Court.

THE COMMONS AT ROWE LANE PHASE IV A PERIMETER DESCRIPTION TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 17.419 ACRES (APPROXIMATELY 758,751 SQ. FT.) IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT CONVEYED TO THE COMMONS AT ROWE LANE, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 17.419 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for an interior ell corner in the north line of said 62.806 acre tract, being the southeast corner of Lot 10, Rolling Hills, a subdivision recorded in Book 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE North 07°33'47" East, with the north line of said 62.806 acre tract, in part being the east line of said Lot 10, and in part being the east line of Lot 11 of said Rolling Hills, a distance of 517.91 feet to a 1/2" rebar with "Chaparral" cap set in the east line of said Lot 11, from which a 1/2" rebar with "ZWA" cap found for an exterior ell corner in the north line of said 62.806 acre tract bears North 7°33'47" East, a distance of 5.40 feet;

THENCE crossing said 62.806 acre tract, the following thirty-three (33) courses and distances:

- 1. South 82°26'13" East, a distance of 119.64 feet to a 1/2" rebar with "Chaparral" cap set;
- 2. North 07°33'47" East, a distance of 34.13 feet to a 1/2" rebar with "Chaparral" cap set;
- 3. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 4. North 07°33'47" East, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
- 5. South 82°26'13" East, a distance of 489.19 feet to a 1/2" rebar with "Chaparral" cap set;

- 6. North 07°33'47" East, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
- 7. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 8. North 07°33'47" East, a distance of 2.66 feet to a 1/2" rebar with "Chaparral" cap set;
- 9. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 10. South 07°33'47" West, a distance of 20.12 feet to a 1/2" rebar with "Chaparral" cap set;
- 11. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 12. North 07°33'47" East, a distance of 0.84 feet to a 1/2" rebar with "Chaparral" cap set;
- 13. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 14. South 07°33'47" West, a distance of 129.20 feet to a 1/2" rebar with "Chaparral" cap set;
- 15. North 82°26'13" West, a distance of 105.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 16. South 07°33'47" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 17. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 52°33'47" West, a distance of 21.21 feet to a 1/2" rebar with "Chaparral" cap set;
- 18. South 07°33'47" West, a distance of 210.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 19. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 37°26'13" East, a distance of 21.21 feet to a 1/2" rebar with "Chaparral" cap set;

- 20. South 07°33'47" West, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 21. North 82°26'13" West, a distance of 29.92 feet to a 1/2" rebar with "Chaparral" cap set;
- 22. South 07°33'47" West, a distance of 128.39 feet to a 1/2" rebar with "Chaparral" cap set;
- 23. North 82°11'41" West, a distance of 532.06 feet to a 1/2" rebar with "Chaparral" cap set;
- 24. South 81°17'04" West, a distance of 41.35 feet to a 1/2" rebar with "Chaparral" cap set;
- 25. North 11°19'18" West, a distance of 121.14 feet to a 1/2" rebar with "Chaparral" cap set;
- 26. With a curve to the left, having a radius of 570.00 feet, a delta angle of 17°37'55", an arc length of 175.41 feet, and a chord which bears South 72°22'34" West, a distance of 174.72 feet to a 1/2" rebar with "Chaparral" cap set;
- 27. South 63°33'37" West, a distance of 190.20 feet to a 1/2" rebar with "Chaparral" cap set;
- 28. North 26°26'23" West, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 29. With a curve to the right, having a radius of 15.00 feet, a delta angle of 90°01'15", an arc length of 23.57 feet, and a chord which bears North 71°27'31" West, a distance of 21.22 feet to a 1/2" rebar with "Chaparral" cap set;
- 30. South 63°47'56" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 31. With a curve to the right, having a radius of 15.00 feet, a delta angle of 91°37'09", an arc length of 23.99 feet, and a chord which bears South 19°15'46" West, a distance of 21.51 feet to a 1/2" rebar with "Chaparral" cap set;
- 32. With a curve to the right, having a radius of 570.00 feet, a delta angle of 18°42'37", an arc length of 186.14 feet, and a chord which bears South 74°31'36" West, a distance of 185.31 feet to a 1/2" rebar with "Chaparral" cap set;

33. North 02°46'14" West, a distance of 146.76 feet to a 1/2" rebar with "Chaparral" cap set, to the **POINT OF BEGINNING**, containing 17.419 acres of land, more or less.

Surveyed on the ground April 4, 2012. Bearing Basis: Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 697-007-IV-A.dwg

Preliminary, this document shall not be recorded for any purpose.

Eric J. Dannheim Registered Professional Land Surveyor State of Texas No. 6075 § EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

8

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3
Executed this 16 day of way, 2013
OWNER: Commons at Rocce lave, Address: 2929 w. 5th St.
By: Rowe Commons Corp. Cop STA, F WORTH, TEXAS 7610
Name: Ce Mico Phone: 817.332.9600
Title: President Fax: 817.333.1400 Authorized Representative
ACKNOWLEDGEMENT
STATE OF TEXAS §
COUNTY OF TRAVIS- §
This instrument was acknowledged before me on the day of May, 2013, by in the capacity stated herein.
Notary Public in and for the State of Texas Notary Public in and for the State of Texas My Commission Expires: 9/16/13 Printed or typed name of notary
THERESA CONGDON NOTARY PUBLIC STATE OF TEXAS NY COMM. EXP. 9/16/13
TRAVIS COUNTY, TEXAS: By: Alternative Fiscal

County Judge

ACKNOWLEDGEMENT

Notary Public in and for th	
	owledged before me by <u>County Judge Samuel T. Biscoe</u> , on the, <u>20</u> , in the capacity stated herein.
COUNTY OF TRAVIS	§
STATE OF TEXAS	

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

SAMPLE EXHIBIT "A" OR FIELD NOTES

Alternative Fiscal

EXHIBIT "A"

That certain tract of land described as Commons at Rowe Care Mare 4A
subdivision is 17.419 acres, being a portion of that same tract of land described in
Volume, Page of the Real Property Records of Travis County, Texas, or
Doc# 3007205045 of the Official Public Records, as delineated on a plat under the same
name which will be held in abeyance until approval is granted by the Travis County
Commissioners' Court.

THE COMMONS AT ROWE LANE PHASE IV A PERIMETER DESCRIPTION TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 17.419 ACRES (APPROXIMATELY 758,751 SQ. FT.) IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT CONVEYED TO THE COMMONS AT ROWE LANE, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 17.419 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for an interior ell corner in the north line of said 62.806 acre tract, being the southeast corner of Lot 10, Rolling Hills, a subdivision recorded in Book 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE North 07°33'47" East, with the north line of said 62.806 acre tract, in part being the east line of said Lot 10, and in part being the east line of Lot 11 of said Rolling Hills, a distance of 517.91 feet to a 1/2" rebar with "Chaparral" cap set in the east line of said Lot 11, from which a 1/2" rebar with "ZWA" cap found for an exterior ell corner in the north line of said 62.806 acre tract bears North 7°33'47" East, a distance of 5.40 feet;

THENCE crossing said 62.806 acre tract, the following thirty-three (33) courses and distances:

- 1. South 82°26'13" East, a distance of 119.64 feet to a 1/2" rebar with "Chaparral" cap set;
- 2. North 07°33'47" East, a distance of 34.13 feet to a 1/2" rebar with "Chaparral" cap set;
- 3. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 4. North 07°33'47" East, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
- 5. South 82°26'13" East, a distance of 489.19 feet to a 1/2" rebar with "Chaparral" cap set;

- 6. North 07°33'47" East, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
- 7. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 8. North 07°33'47" East, a distance of 2.66 feet to a 1/2" rebar with "Chaparral" cap set;
- 9. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 10. South 07°33'47" West, a distance of 20.12 feet to a 1/2" rebar with "Chaparral" cap set;
- 11. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 12. North 07°33'47" East, a distance of 0.84 feet to a 1/2" rebar with "Chaparral" cap set:
- 13. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 14. South 07°33'47" West, a distance of 129.20 feet to a 1/2" rebar with "Chaparral" cap set;
- 15. North 82°26'13" West, a distance of 105.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 16. South 07°33'47" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 17. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 52°33'47" West, a distance of 21.21 feet to a 1/2" rebar with "Chaparral" cap set;
- 18. South 07°33'47" West, a distance of 210.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 19. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 37°26'13" East, a distance of 21.21 feet to a 1/2" rebar with "Chaparral" cap set;

- 20. South 07°33'47" West, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 21. North 82°26'13" West, a distance of 29.92 feet to a 1/2" rebar with "Chaparral" cap set;
- 22. South 07°33'47" West, a distance of 128.39 feet to a 1/2" rebar with "Chaparral" cap set;
- 23. North 82°11'41" West, a distance of 532.06 feet to a 1/2" rebar with "Chaparral" cap set;
- 24. South 81°17'04" West, a distance of 41.35 feet to a 1/2" rebar with "Chaparral" cap set;
- 25. North 11°19'18" West, a distance of 121.14 feet to a 1/2" rebar with "Chaparral" cap set;
- 26. With a curve to the left, having a radius of 570.00 feet, a delta angle of 17°37'55", an arc length of 175.41 feet, and a chord which bears South 72°22'34" West, a distance of 174.72 feet to a 1/2" rebar with "Chaparral" cap set;
- 27. South 63°33'37" West, a distance of 190.20 feet to a 1/2" rebar with "Chaparral" cap set;
- 28. North 26°26'23" West, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 29. With a curve to the right, having a radius of 15.00 feet, a delta angle of 90°01'15", an arc length of 23.57 feet, and a chord which bears North 71°27'31" West, a distance of 21.22 feet to a 1/2" rebar with "Chaparral" cap set;
- 30. South 63°47'56" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
- 31. With a curve to the right, having a radius of 15.00 feet, a delta angle of 91°37'09", an arc length of 23.99 feet, and a chord which bears South 19°15'46" West, a distance of 21.51 feet to a 1/2" rebar with "Chaparral" cap set;
- 32. With a curve to the right, having a radius of 570.00 feet, a delta angle of 18°42'37", an arc length of 186.14 feet, and a chord which bears South 74°31'36" West, a distance of 185.31 feet to a 1/2" rebar with "Chaparral" cap set;

33. North 02°46'14" West, a distance of 146.76 feet to a 1/2" rebar with "Chaparral" cap set, to the **POINT OF BEGINNING**, containing 17.419 acres of land, more or less.

Surveyed on the ground April 4, 2012. Bearing Basis: Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 697-007-IV-A.dwg

Preliminary, this document shall not be recorded for any purpose.

Eric J. Dannheim Registered Professional Land Surveyor State of Texas No. 6075

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: The Commons at Rowe Lane, L.P., a Texas limited partnership

By: Rowe Commons Corporation, a Texas corporation

its General Partner

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 183, 258.00

SUBDIVISION: The Commons at Rowe Lane, Phase 4A

DATE OF POSTING: April 16, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

Cash Security Agreement

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

The Commons at Rowe Lane, L.P. a Texas limited partnership
By: Rowe Commons Corporation

a Texas corporation its General Partner

By:

Name: Lee Nicol

Title: President

Date: April 16, 2013

Phone: 817/332-9600

ADDRESS OF DEVELOPER

2929 West 5th Street, Suite A Ft. Worth, TX 76107

SIGN ONLY ONE

Invest funds with interest paid at the rate Travi charged a \$25.00 investment fee for every 90 d	Commens at Rowe Comm	Powelare, Cp as Corp, Gp LP Prosider 4.16.13
Funds shall not be invested and no interest	shall be accrued to the I	Developer/Builder.
	Name	Date



Cash Security Agreement Page 3		
APPROVED BY THE TRAVIS COUNTY	COMMISSIONERS' COURT:	
		Date
	COUNTY JUDGE, TRAVIS	COUNTY, TEXAS
	-	Date

§ EXHIBIT 82.201(C) EXTENSION OF SIXTY-DAY PERIOD FOR COMPLETED PLAT APPLICATION FINAL ACTION

Date: 5.16.13
Owner's Name and Address: Commons at Rocce Care (Power Commons Corep. Gp
Lee Micor, Prosident
Proposed Subdivision Name and Legal Description (the "Property"):
The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.
Executed and affective as of the date set forth below. Owner: Commons at Rocce Lane, CP By: Rocce Commons Corep, Cp Name: Recently (Lee Nicol) Title: President
Authorized Representative
ACKNOWLEDGEMENT STATE OF TEXAS COUNTY OF TRAVISTARRANT
This instrument was acknowledged before me on the limited day of May of
Notary Public, State of Texas THERESA CONGDON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 9/16/13

EXTENSION OF SIXTY DAY PERIOD - PAGE 2 OF 2 **Travis County** By: County Executive Travis County Transportation and Natural Resources Department **ACKNOWLEDGEMENT** STATE OF TEXAS **COUNTY OF TRAVIS** This instrument was acknowledged before me on the _____ day of _ 20 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated. Notary Public, State of Texas (Printed Name of Notary)

My Commission Expires:

EXHIBIT 82.201(C)

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: The Commons at Rowe Lane, L.P., a Texas limited partnership

By: Rowe Commons Corporation, a Texas corporation

its General Partner

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ /83,258.00

SUBDIVISION: The Commons at Rowe Lane, Phase 4A

DATE OF POSTING: April 16, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

Cash Security Agreement

Cash Security Agreement Page 2

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

The Commons at Rowe Lane, L.P. a Texas limited partnership By: Rowe Commons Corporation

a Texas corporation its General Partner

Name: Lee Nicol

Title: <u>President</u>

Date: April 16, 2013

Phone: <u>817/332-9600</u>

ADDRESS OF DEVELOPER

2929 West 5th Street, Suite A Ft. Worth, TX 76107

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis charged a \$25.00 investment fee for every 90 days		
Funds shall not be invested and no interest s	Name Cerrol	President Date 4.16.
	Name	Date

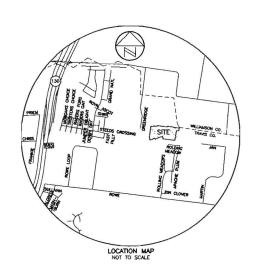


13

Cash Security Agreement Page 3		
APPROVED BY THE TRAVIS COUNTY	Y COMMISSIONERS' COURT:	:
		Date
	COUNTY JUDGE, TRAVIS	COUNTY, TEXAS
		Date



FINAL PLAT: THE COMMONS AT ROWE LANE PHASE IV A TRAVIS COUNTY, TEXAS



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS.

IF YOU ARE BUYING A LOT OR HOME IN THIS SUBDIVISION, 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.



SHEET

FINAL PLAT: THE COMMONS AT ROWE LANE PHASE IV A TRAVIS COUNTY, TEXAS

COUNTY OF TRAVIS	
KNOW ALL MEN BY THESE PRESENTS:	 THIS PROPERTY IS OUTSIDE THE NO OBJECTS, INCLUDING BUT NO
THAT THE COMMONS AT ROWE LANE, L.P., A TEAS LIMITED PARTINISSHIP, ACTING HEREIN BY AND THROUGH LEE NICOL, PRESIDENT OF ROME COMMONS CORRORATION, A TEAS CORPORATION, ITS CENERAL PARTHER, BEING THE OWNER OF 17,419 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, IN TRANS COUNTY, TEAS, BEING A PORTION OF 62,866 ACRES CONVETED BY DEED OF RECORD IN DOCUMENT NO. 2007/203045 OF THE OFFICIAL RECORDS OF TRANS COUNTY, TEAS;	SHALL BE PERMITTED IN DRAINAGE EA PFLUGERVILE. 3. PROPERTY OWNER OR ASSIGNS S AS MAY BE NECESSARY AND SHALL N MAINTENANCE OF SAID EASEMENTS.
DO HEREBY SUBDIMIDE 17.419 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 232:00, TO BE KNOWN AS	4. ALL DRAINAGE EASEMENTS ON PI ASSIGNS. 5. A TRAVIS COUNTY DEVELOPMENT 6. 4' SIDEWALKS SHALL BE CONSTR
THE COMMONS AT ROWE LANE PHASE IV A	 4' SIDEWALKS SHALL BE CONSTR SIDEWALK RAMPS FOR HANDICAP ACCE OTHERWISE.
AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.	7. A TEN (10) FOOT WIDE PUBLIC ALL STREET RIGHTS-OF-WAY. 8. THE 25 AND 100 YEAR FLOOD F RIGHTS-OF-WAY SHOWN HEREON. 9. WATER AND WASTEWATER SERVICE
WITNESS MY HAND THIS THE DAY OF, 20 A.D.	RIGHTS-OF-WAY SHOWN HEREON. 9. WATER AND WASTEWATER SERVICE COMPANY AND THE CITY OF BELLIN
THE COMMONS AT ROWE LANE, L.P. A TEXAS LIMITED PARTNERSHIP	10. THERE SHALL BE NO OCCUPANC AN APPROVED PUBLIC SEWER SYSTEM
BY: ROWE COMMANS CORPORATION A TEXAS CORPORATION ITS GENERAL PARTNER 2929 W. 51H, SUITE A FORT WORTH, TEXAS 76107	9 WALLEY AND MASTEWATER SERVICE CORPORATION AND THE CITY OF PFLU 10. THERE SHALL BE NO OCCUPIED AN APPROVED PUBLIC SERVER SYSTEM 11. STATEMENT OF THE NO OCCUPIED OSSIEPTION S. AVAILABLE FROM A. S OEVELOPMENT. 12. ALL SINGLE FAMILY RESIDENTIAL EFSTENDINGS AND FLESHEINTS AS BE
BY: LEE NICOL, PRESIDENT	DEVELOPMENT. 12. ALL SINGLE FAMILY RESIDENTIAL RESTRICTIONS AND EXSELENTS AS RE- 13. ALL BULLIONS STEBACK LINES WI AGREEMENT FOR LAKESIDE WICH DAY GREENEY FOR LAKESIDE WICH DAY DEPTECTIVE DAYE NOVELEGE 22, 2004 LALL SECTION OF ACCOUNTY 15. WHERE EXISTING OVERHEAD ELEC- 15. WHERE EXISTING OVERHEAD ELEC- LIGHTING SHALL BE PLACTO UNDERSON SWITCHING SHALL BE PLACTO UNDERSON SWITCHING DEVELOES, ETC.) NECESSARY OR PLACED UNDERGROUND IN A PUBIL 17. THIS SUBBINSION IS SUBJECT TO
STATE OF TEXAS COUNTY OF TRAMS	LINES AND WIRES SHALL BE PLACED 15. WHERE EXISTING OVERHEAD ELEC LIGHTING SHALL BE PLACED UNDERGR 16. ALL ELECTRIC, CABLE TELEVISION SWITCHING DEVICES, ETC.) NECESSARY
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORECOME INSTRUMENT AND HE KAKNOWLEDGED TO ME THAT THE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	OR PLACED UNDERGROUND IN A PUBI 17. THIS SUBDIVISION IS SUBJECT TO INCLUDING, BUT NOT LIMITED TO, THE 18. THE ASSESSED IMPACT FEE RATE AS STATED THROUGH THE COMPREHEX [THE DISTRICT] DATED NOVEMBER 22,
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE DAY OF, 20, AD.	DISTRICT. 19. STREET LIGHTS SHALL BE PROVIDE AND ANY OTHER PROMISIONS REQUIRE APPROVED BY THE APPLICABLE ELECT 20. PARKLAND DEDICATION FOR THIS
NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME MY COMMISSION EXPIRES	20. PARKLAND DEDICATION FOR THIS (18.260 ACRES), PHASE II A (1.862 / BLOCK H, LOT 6, BLOCK N, LOT 7, E
TO COMMISSION STATES	
STATE OF TEXAS CITY OF PRIJUGERMILLE	TRAVIS COUNTY COMMISSIONERS COUR IN APPROVINC THIS PLAT, THE COMMIS BUILD THE STREETS, ROADS, AND OTH CULVERTS IN CONNECTION THEREWITH.
APPROVED THIS DAY OF 2D, AD., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PRIJOERMILE, TEXAS, ON BEHALF OF THE CITY.	THOROUGHFARES SHOWN ON THIS PLA PLACED IN SUCH STREETS, ROADS, OF RESPONSIBILITY OF THE OWNER AND/ ACCORDANCE WITH PLANS AND SPECIF
BY: NAJI NORDER, CHAIRPERSON	TEXAS. THE OWNER(S) OF THE SUBDIVISION S
THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.	(THE "IMPROVEMENTS") TO COUNTY ST FOR MAINTENANCE OR TO RELEASE FIS OBLIGATION, THE OWNER(S) MUST POS
THIS PLAY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE DAY OF, 20, AD.	COST OF THE IMPROVEMENTS. THE O STANDARDS AND TO POST THE PISCAL BINDING ON THE OWNERS AND THEIR ACCEPTED FOR MAINTENANCE BY THE PERFORMING TO COUNTY STANDARDS.
BY: TREY FLETCHER, PLANNING DIRECTOR ATTEST:	THE AUTHORIZATION OF THIS PLAT BY MAINTENANCE BY TRAVIS COUNTY, FEX. COUNTY TO INSTALL STREET NAME SIGN AND YIELD SIGNS, WHICH IS CONSIGER
KAREN THOMPSON, CITY SECRETARY	STATE OF TEXAS COUNTY OF TRAVIS
SURVEYOR'S CERTIFICATION	I, DANA DEBEAUVOIR, CLERK OF THE
STATE OF TEXAS	DAY OF, 20, ORDER AUTHORIZING THE FILING FOR MINUTES OF SAID COURT.
COUNTY OF TRAVIS KNOW ALL MEN BY THESE PRESENTS:	WITNESS MY HAND AND SEAL OF OFFI
THAT I, ERIC J, DANNHEIM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, ON AFRIL 4, 2012, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PRUDORNILE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN	
HENEUN.	
Preliminary, this document shall not be recorded for any purpose. ERIC J. DANNHEIM, R.P.L.S. 6075	BY: DEPUTY
SURVENING BY: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC. 3500 MCCALL LANE AUSTIN, TOXAS 78744	STATE OF TEXAS COUNTY OF TRAVIS
512-443-1724	I, DANA DEBEAUVOIR, CLERK OF TRAVI WRITING AND ITS CERTIFICATE OF AUTI-
ENGINEER'S CERTIFICATION	20, AD., AT
STATE OF TEXAS COUNTY OF TRAMS	
, JOHN D. HINES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HERBEY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	WITNESS MY HAND AND SEAL OF OFFI
THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 4845JC0280H, DATED SEPTEMBER 26, 2008.	
JOHN O. HINES, P.E. 96691	BY: DEPUTY
ENCHIERRING BY: GRAY & ASSOCIATES, INC. GRAY & ASSOCIATES, INC. ASSOCIATES	

STATE OF TEXAS

PLAT NOTES AND TRAVIS COUNTY STANDARD NOTES

CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE E.T.J.

THE TO BUILDINGS, FENCES OR LANDSCAPING AND OTHER STRUCTURES SEMENTS EXCEPT AS APPROVED BY TRAYS COUNTY AND THE CITY OF SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND UTILITY EASEMENTS NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR RIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT. RUCTED ALONG EACH SIDE OF ALL LOCAL STREETS IN THIS SUBDIMISION. ESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS UNLESS NOTED UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH AND ADJACENT TO PLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET E TO THIS SUBDIMISION WILL BE PROVIDED BY MANNILLE WATER SUPPLY GERMILE, RESPECTIVELY.

Y OF ANY LOT IN THIS SUBDIMISION UNTIL CONNECTION HAS BEEN MADE TO

OF ANY LOT IN THIS SUBDIMISION UNTIL WATER SATISFACTORY FOR HUMAN COURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED

LOTS IN THIS SUBDIMISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CORRED IN THE OFFICIAL PUBLIC RECORDS OF TRAINS COUNTY, TEXAS.

LIB EIN ACCORDANCE WITH THE COMPRESENSE DEVELOPMENT AND CONSENT 3, BETWEEN ROWE LAWE DEVELOPMENT, LID., HAN COMPORATION, ATLAN LUGGER, PARTICIAL PHUSER HOPMAN, AND THE CITY OF PRUDERMLET, TEXAS,

LIGHT PATRICE PROTOCER THOFMAN, AND THE CHIT OF PRODUCERTLE. TEXAS, LIGHT PATRICE, PROVIDED THE TEXT PATRICE PROVIDED THE TEXT PATRICE PROVIDED THE TEXT PATRICE PROVIDED THE STREET AS OTHERMISE HERDIN PROVIDED TO STREET OR SITE COUND.

A MOI TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPUFIERS, Y FOR UNDERGROUND INSTALLATIONS IN SUBDIMISIONS SHALL BE PAD MOUNTED ILE UTILITY EXPENDENT BATHER THAN A RICHT-OF-WAY, O ALL CHIT OF PRIVICED FINITE ORDINANCES RELATED TO TREE CONSERVATION CONSERVATION STANDARDS OUTLINED IN THE UNIFIORIN DEVELOPMENT COOP.

FOR THE CITY OF PRIVICED VILLE WASTEWATER SERVICE SHALL BE \$1362.00.

SINNED EVELOPMENT AND CROSSENT AGREEWENT FOR LAKESIDE WICH MO. 3.

2004, AND RELATED SUPPORTING DOCUMENTS BETWEEN THE CITY AND THE

DOE IN ACCORDANCE WITH THE UNITED DEVELOPMENT CODE SUBCOMPTER 13 DBY THE CITY OF PRILIDERMILE A STREET BORTHON PIAM SMALL BE RICE LITTLY FROMDER AS WELL AS THE CITY OF PRILIDERMILE A STREET WORTHON PIAM SMALL BE SUBDIMISION IS SATISFIED BY ELOBILE PARKAND PLATTED IN PHASE I SUBDIMISION IS SATISFIED BY ELOBILE PARKAND PLATTED IN PHASE I SCHOCK IN, LOT 8, BLOCK F AND LOT 54, BLOCK P, AUTS 6, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK F AND LOT 54, BLOCK P, CATE B, BLOCK P, BLOCK P, CATE B, BLOCK P, BLOCK P, CATE B, BLOCK P, BLOCK P, CATE B, BLOCK P, BLOCK P, BLOCK P, CATE B, BLOCK P, BLOCK P

RT RESOLUTION

ISSIONERS COURT OF TRANS COUNTY, TEXAS, ASSUMES NO OBLICATION TO HER PUBLIC THOROUGHFARES SHOWN ON THIS PLAY OR ANY BRIDGES OR I. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC AT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED AT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE OR THE DEVELOPE OF THE TRACT OF LAND COVERED BY THIS PLAT IN FICKATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRANS COUNTY.

SHALL CONSTRUCT THE SUBDIMISION'S STREET AND DRAINAGE IMPROVIDENTS
ANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVIDENTS
SCAL SECURITY POSTED TO SECURE PRIVATE IMPROVIDENTS. TO SECURE THIS
ST PSCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED
WHERE(S) DBILIZATION TO CONSTRUCT THE IMPROVIDENTS TO COUNTY
SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION
SUCCESSORS AND ASSECNS LITTLE THE PUBLIC IMPROVIDENTS HAVE BEEN CONSTRUCTED AND ARE
COUNTY, OR THE PRIVATE IMPROVIEMENTS HAVE BEEN CONSTRUCTED AND ARE

THE COMMISSIONERS COURT FOR FILING OR SUBSEQUENT ACCEPTANCE FOR AS, OF ROADS AND STREETS IN THE SUBDINISION DOES NOT OBLICATE THE INSTANCE OF THE SUBDINISION DOES NOT OBLICATE THE INSTANCE OF THE SUBDINISION DOES NOT OBLICATE THE SUBDINISION DOES NOT OBLICATE THE OBJECT OF THE SUBDINISION OF THE S

COUNTY COURT, OF TRAMS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE

AD., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE

ICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF

IS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF

HENTICATION WAS FILEO FOR RECORD IN MY OFFICE ON THE ____ DAY OF

O'CLOCK ___ M., DULY RECORDED ON THE ___ DAY OF ____ O'CLOCK ___ M., PLAT RECORDS OF SAID COUNTY AND STATE IN __ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. ICE OF THE COUNTY CLERK, THIS ____ DAY OF

Professional Land Surveying, Inc. Surveying and Mapping

PLOT DATE: 01/24/13 PLOT SCALE: DRAWN BY:

PROJECT NO .: 697-007 DRAWING NO .: 697-007-N-A

3500 McCall Lane Austin, Texas 78744 512-443-1724 SHEET 04 OF 04

FINAL PLAT: THE COMMONS AT ROWE LANE PHASE IV A TRAVIS COUNTY, TEXAS

	LINE TABLE	
No.	BEARING	LENGTH
L1	N07'33'47"E	5.40'
L2	S82'26'13"E	119.64
L3	NO7'33'47"E	34.13
L4	N07'33'47"E	35.41
L5	N07'33'47"E	35.41
L6	N07'33'47"E	2.66
L7	S07'33'47"W	20.12
L8	N07'33'47"E	0.84
L9	N82'26'13"W	105.00
L10	S07'33'47'W	50.00
L11	S07'33'47"W	60.00*
L12	N82"26"13"W	29.92
L13	S07'33'47'W	128.39
L14	S81'17'04"W	41.35
L15	N26'26'23"W	60.00"
L16	S63'47'56 W	50.00
L17	S26'26'23"E	120.55
L18	N17'30'39"W	124.87
L19	N07'33'47"E	95.24
L20	507'33'47"W	60.00
L21	N07'33'47"E	48.77'
L22	NO733'47"E	75.00
L23	N26'26'23'W	65.00'
L24	N07'33'47"E	69.85
L25	N82'26'13'W	34.19
L26	N82'26'13"W	34.19
L27	N07'33'47"E	130.82
L28	S07'33'47"W	130.82
L29	NOT'33'47"E	113.36
L30	S07'33'47"W	113.36
L31	N17'30'39'W	69.73
L32	N33'27'34"E	3.34
L33	N17'30'39'W	19.86'
L34	N68'28'50'W	3.34
L35	NO7'33'47"E	95.24

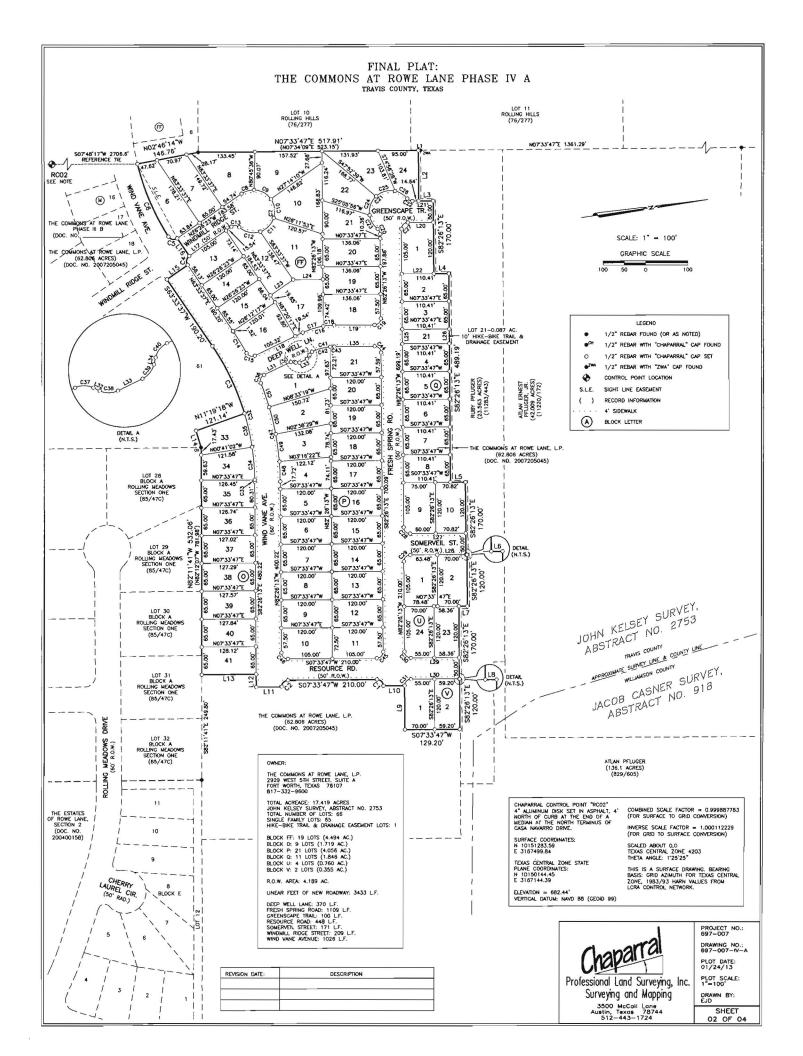
		(CURVE TA	BIF		
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	90'00'00"	15.00'	15.00	23.56	21.21	S52'33'47"W
C2	90.00,00	15.00'	15.00'	23.56'	21.21	S3726'13"E
C3	17'37'55"	570.00	88.40	175.41	174.72	S72'22'35"W
C4	90"01'15"	15.00	15.01	23.57	21.22	N71'27'31"W
C5	91'37'09"	15.00	15.43	23.99'	21.51	S19'15'46'W
C6	18'42'37"	570.00	93.90	186.14	185.31	S74'31'36"W
C7	256'39'27"	50.00	63.25	223.98	78.45	N78'06'39"W
C8	35'40'47"	50.00	16.09	31.14	30.64	S08'36'00"E
C9	53'31'26"	50.00	25.22	46.71	45.03	S36'00'07'W
C10	53'26'03"	50.00	25.17	46.63	44.96	S89'28'51"W
C11	53'21'51"	50.00	25.13	46.57	44.90	N37'07'11"W
C12	60'39'20"	50.00"	29.25	52,93	50.49	N19"53"25"E
C13	76'39'27"	15.00	11.86	20.07	18.61	S11'53'21"W
C14	5'22'24"	630.00	29.56	59.08	59.06	S66'14'49"W
C15	86'26'40"	15.00	14.10	22.63	20.54	N25'42'41"E
C16	25'04'26"	175.00	38.91	76.58	75.97	S04"58'26"E
C17	16'35'16"	175.00	25.51	50.66	50.49	S09'13'01"E
C18	8'29'10"	175.00	12.98	25.92	25.90'	\$03*19*12*W
C19	90,00,00	15.00	15.00	23.56	21.21	N37'26'13"W
C20	52'01'12"	15.00	7.32	13.62	13.16	S71°33'10"W
C21	194'02'25"	50.00	406.04	169.33	99.25	S37'26'13"E
C22	52'01'12"	15.00	7.32	13.62	13.16	N33'34'23"E
C23	44'09'17"	50.00'	20.28	38.53	37.59	N6737'13"E
C24	55'10'16"	50.00	26.12	48.15	46.31	S62'43'01"E
C25	55'10'16"	50.00'	26.12	48.15	46.31	S0732'45"E
C26	39'32'36"	50.00'	17.97	34.51	33.83	S39'48'41"W
C27	90.00,00	15.00	15.00'	23.56	21.21	S37'26'13"E
C28	90.00,00	15.00'	15.00'	23.56	21.21	N52"33"47"E
C29	90,00,00,	15.00'	15.00'	23.56'	21.21	S37'26'13"E
C30	90,00,00,	15.00	15.00	23.56'	21.21	N52'33'47"E
C31	90,00,00	15.00	15.00	23.56	21.21	537'26'13"E
C32	34'00'09"	570.00	174.28	338.27	333.33	S80'33'42"W
C33	0"28"18"	570.00	2.35'	4.69	4.69'	NB2'40'22"W
C34	7'46'31"	570.00	38.74	77.35	77.29	N86'47'47"W
C35	8'07'26"	570.00	40.48'	80.82	80.75	S85'15'15"W
C36	86'26'40"	15.00	14.10	22.63	20.54	S60'43'59"E
C37	50'58'24"	10.00	4.77'	8.90'	8.61	S07'58'22'W
C38	50'58'13"	10.00'	4.77'	8.90'	8.61'	N07'58'28"E
C39	50'58'11"	10.00	4.77'	8.90'	8.61	N42'59'45'W
C40	50'58'11"	10.00	4.77	8.90'	8.61'	S42'59'45"E
C41	25'04'26"	125.00	27.80'	54.70'	54.27'	S04*58'26"E
C42	20'35'42"	125.00	22.71	44.93	44.69	S07 12'48"E
C43	4"28'44"	125.00	4.89	9.77	9.77	S05'19'25'W
C44	90.00,00	15.00	15.00'	23.56'	21.21	S52'33'47'W
C45	90.00,00	15.00	15.00	23.56	21.21	N37'26'13 W
C46	90,00,00	15.00	15.00	23.56	21.21	N52'33'47"E
C47	21'31'06"	630.00	119.71	236.61	235.22	S86'48'14'W
C48	4'18'05"	630.00	23.66	47.29	47.28	N84'35'16 W
C49	5'54'50"	630.00	32.54	65.03	65.00	N89'41'43'W
C50	5'54'50"	630.00	32.54	65.03	65.00	S84'23'27"W
C51	5'23'21"	630.00°	29.65°	59.26	59.24	S78 44 21 W

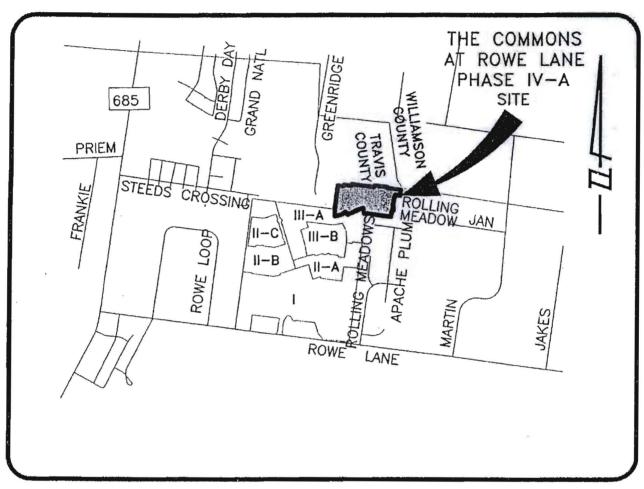
					MARY TABLES						
BLOCK		BLOCK	0	BLOCK	P	BLOCK	0	BLOCK	U	BLOCK	V
LOT	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	12,828 10,658 13,560 12,097 12,316 13,970 10,679 8,728 7,800 7,896 9,901 11,725 9,833 8,844 8,809 9,919 9,323 7,991	33 34 35 36 37 38 39 40 41	8,371 8,525 8,229 8,247 8,265 8,283 8,301 8,319 8,336	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 18 17 18 19 20 21	13,922 10,168 9,045 8,381 7,800	1 2 3 4 5 6 7 8 9 10 21	8,952 7,177 7,177 7,177 7,177 7,177 7,177 7,177 8,952 8,498 3,775	1 2 23 24	9,369 8,400 8,352 7,003	1 2	8,352 7,104

Professional Land Surveying, Inc.
Surveying and Mapping
3500 McColl Lang
Austin, Texas 78744
512-443-1724

PROJECT NO.: 697-007 DRAWING NO.: 897-007-N-A PLOT DATE: 01/24/13 PLOT SCALE: DRAWN BY:

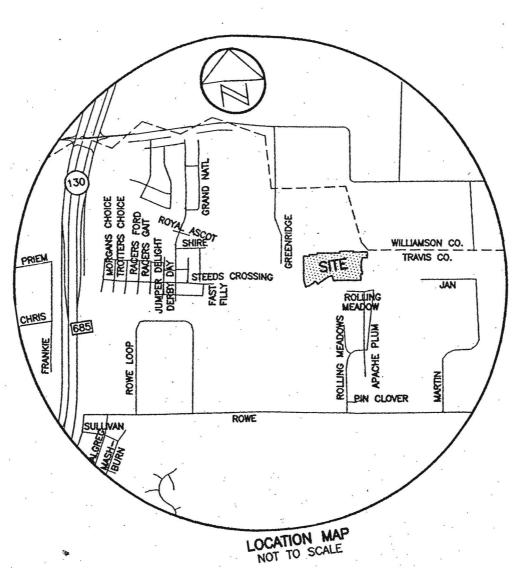
SHEET 03 OF 04



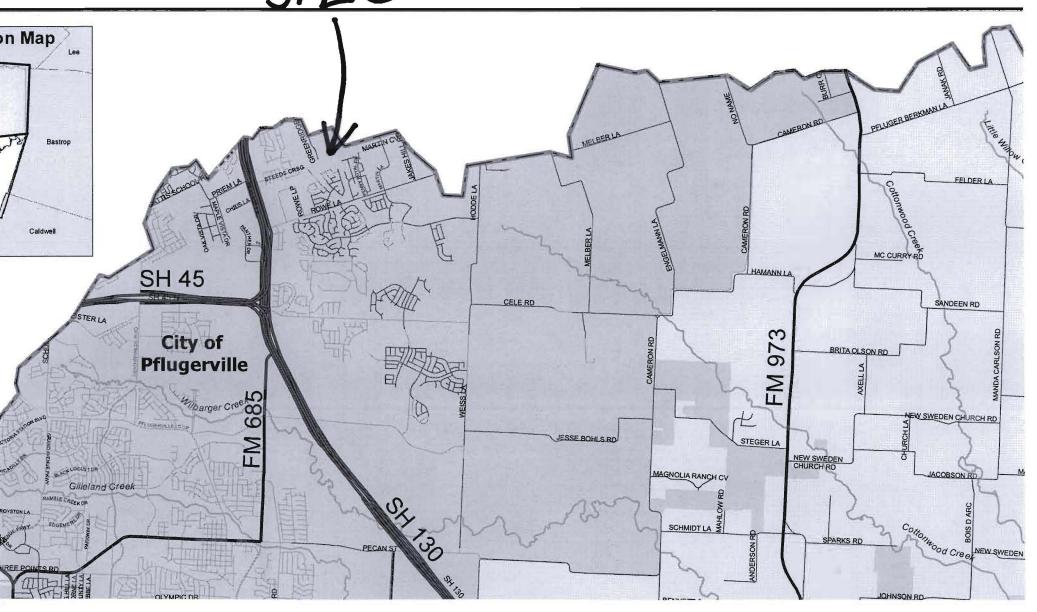


LOCATION MAP

COMMONS at Rowe Lane, Phase IE-A



Site



Site

