



Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: July 9, 2013

Prepared By: Joe Arriaga **Phone #:** (512) 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 Todd, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Raceway Single Family Subdivision, Section Three (Small Lot Subdivision), Resubdivision of Lots 17, 21, 24, 18-20, Northridge Acres No. 2 - Grand Avenue Parkway - City of Austin's ETJ - 66 Total Lots in Precinct Two; and
- B) Developer wishes to enter into a Subdivision Construction Agreement with Travis County for Raceway Single Family Subdivision, Section Three (Small Lot Subdivision), Resubdivision of Lots 17, 21, 24, 18-20, Northridge Acres No. 2.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of 66 single family lots on 16.25 acres. The plat's boundaries are located within the previously, platted Northridge Acres Number Two subdivision, and the applicant proposes to resubdivide lots 17, 21, 24, 18-20 of the Northridge Acres No 2 subdivision with the Raceway Single Family Subdivision Section Three, Final Plat. The lots will be combined with land located in the approved Raceway Preliminary Plan. There are 2,353 linear feet of public streets proposed with this final plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$23,999.00. Fiscal surety in the amount of \$1,028,199.00 has been posted with the City of Austin. Water and wastewater service to be provided by the City of Austin.

STAFF RECOMMENDATIONS:

As this resubdivision final plat and final plat meets all Travis County standards and is scheduled for approval at the City of Austin Zoning and Platting Commission meeting on July 2, 2013, Single Office staff recommends approval.

ISSUES AND OPPORTUNITIES:

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis

Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application and has not received any inquiries from anyone regarding this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location Map
- Copy of Original Subdivision
- Proposed Plat
- Construction Agreements
- Precinct Map
- Public Notice Signs

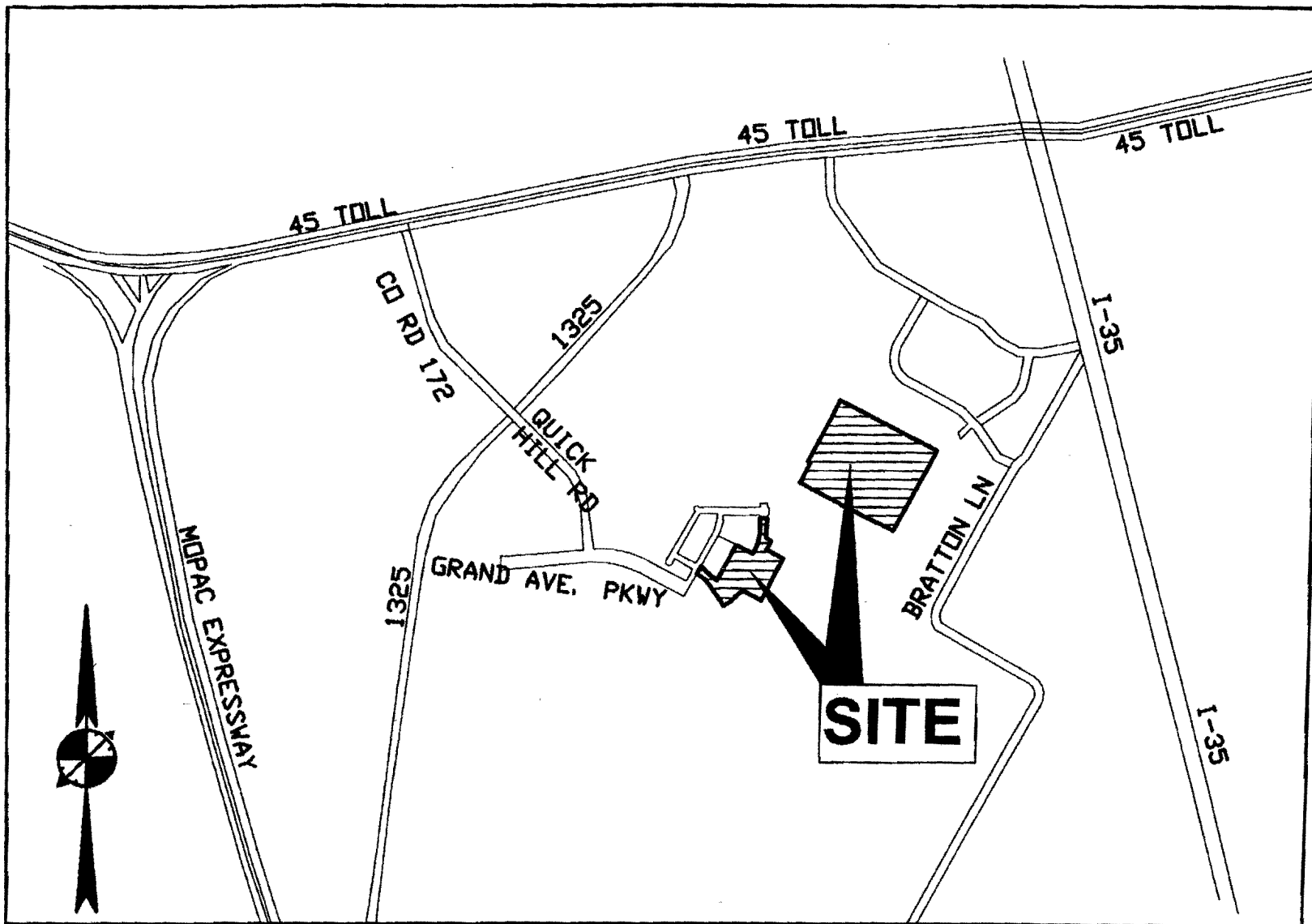
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:ja

1101 - Development Services Long Range Planning- Raceway Single Family Subdivision, Section Three (Small Lot Subdivision) - Resubdivision of Lots 17, 21, 24, 18-20, Northridge Acres No. 2.



VICINITY MAP
N.T.S.

GRID NUMBER: M39

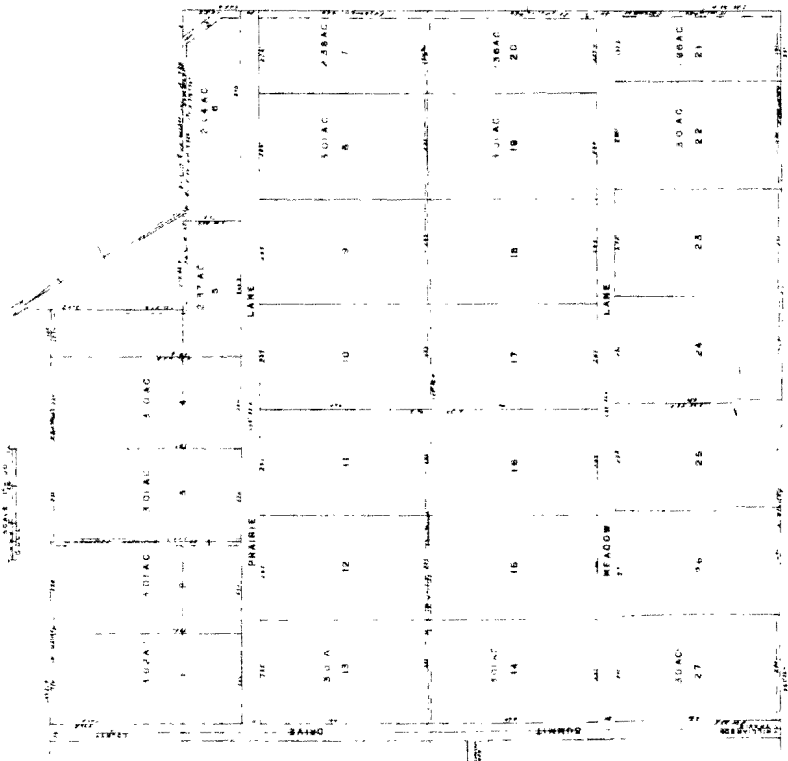
MAPSCO PAGE NUMBER: 436C

THIS PROJECT IS LOCATED WITHIN THE COA 2-MILE ETJ

Original Plat

NORTHBRIDGE ACRES NO 2

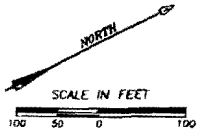
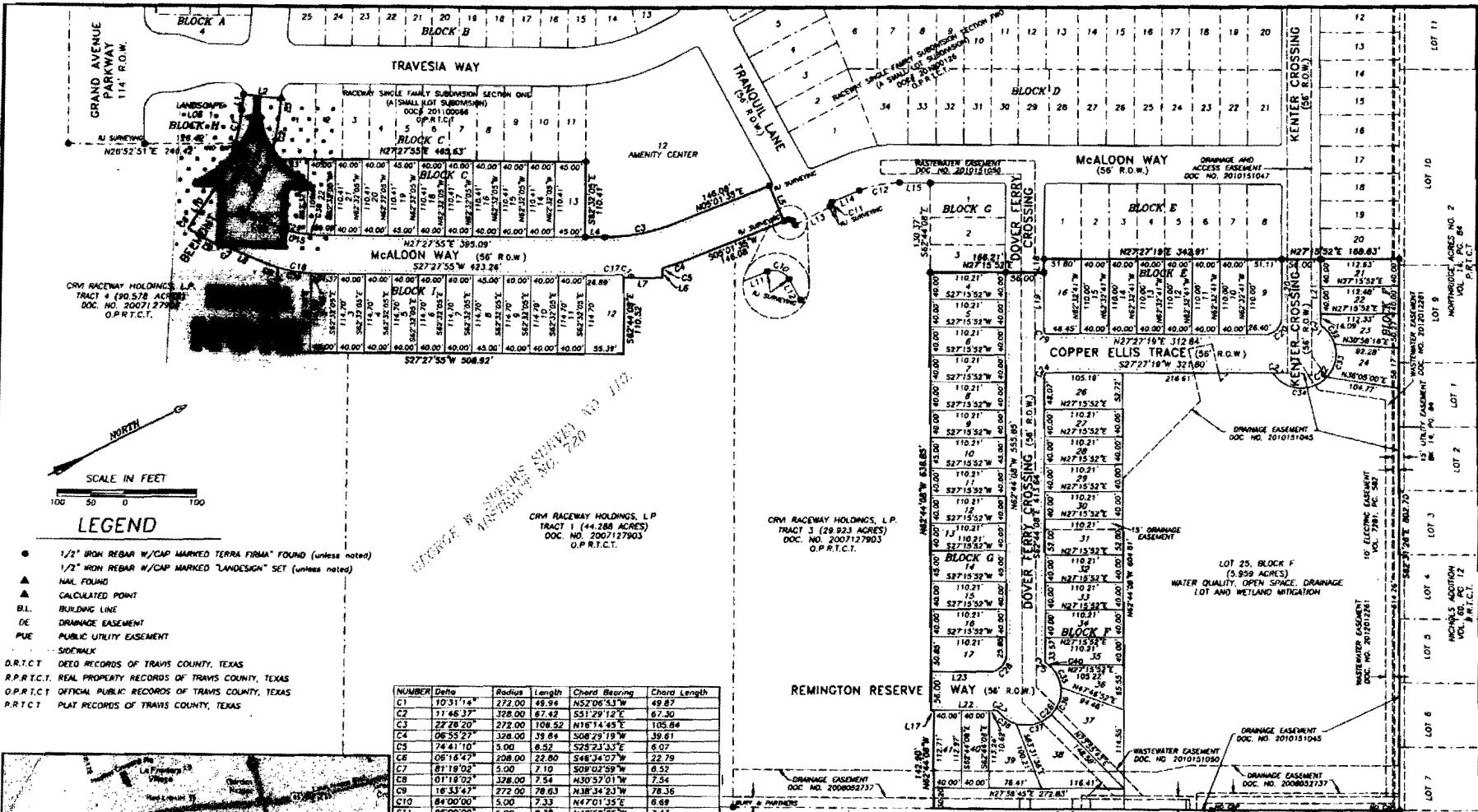
18 ACRES IN THAVIS COUNTY, TEXAS
 18 ACRES IN THE G. W. SLEAM
 27 LOTS OF APPROX 3/4 AC EACH



[Faint, mostly illegible text, likely survey notes or legal descriptions.]

[Handwritten notes:]
 11.532
 14.000
 11.532
 14.000

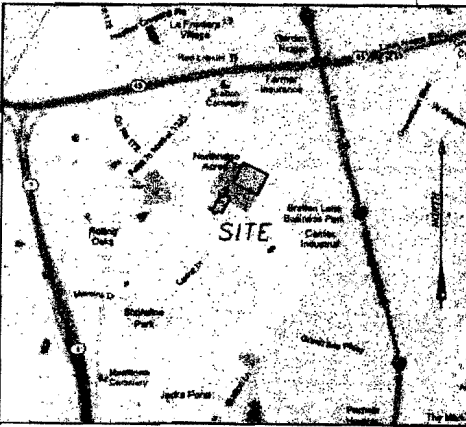
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LEGEND

- 1/2" IRON REBAR W/CAP MARKED TERRA FIRMA FOUND (unless noted)
- ▲ 1/2" IRON REBAR W/CAP MARKED "LANDSCAPE" SET (unless noted)
- ▲ NAIL FOUND
- ▲ CALCULATED POINT
- BL BUILDING LINE
- DL DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SIDEWALK
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS

CRM RACEWAY HOLDINGS, L.P.
 TRACT 1 (44.268 ACRES)
 DOC. NO. 2007127903
 O.P.R.T.C.T.



VICINITY MAP
(NOT TO SCALE)

NUMBER	Date	Radius	Length	Chord Bearing	Chord Length
C1	10-31-14	272.00	49.94	N52°06'53"W	49.87
C2	11-08-37	328.00	72.42	S51°29'12"E	67.30
C3	22-28-20	272.00	108.52	N16°14'45"E	105.64
C4	06-25-27	328.00	39.84	S08°29'19"W	39.81
C5	74-41-10	5.00	8.92	S25°23'33"E	6.07
C6	06-16-47	208.00	22.80	S46°34'57"W	22.79
C7	81-19-52	5.00	7.10	S09°02'59"W	6.52
C8	01-18-02	328.00	7.54	N30°57'01"W	7.54
C9	16-33-47	272.00	78.63	N38°34'53"W	78.35
C10	84-00-00	5.00	7.33	N47°01'25"E	6.69
C11	96-00-00	5.00	8.38	N42°58'25"W	7.43
C12	22-25-44	152.00	59.50	N16°14'37"E	59.12
C13	14-11-53	328.00	81.28	S38°29'57"E	81.07
C14	88-53-29	5.00	8.63	S80°50'45"E	7.60
C15	22-14-35	152.00	59.01	N38°35'13"E	58.64
C16	93-46-44	5.00	8.18	S70°22'30"W	7.30
C17	03-58-48	328.00	22.78	S25°28'31"W	22.78
C18	15-57-48	208.00	37.95	S35°26'49"W	37.76
C19	89-48-33	5.00	7.84	N72°21'35"E	7.06
C20	90-11-27	25.00	38.35	N17°38'25"W	35.41
C21	53-07-48	5.00	4.64	S89°18'02"E	4.47
C22	196-27-04	50.00	171.44	S17°38'25"E	58.97
C23	53-07-48	5.00	4.64	S54°01'13"W	4.47
C24	90-11-27	5.00	7.87	S17°38'25"E	7.08
C25	53-07-48	5.00	4.64	S89°18'02"E	4.47
C26	186-15-37	50.00	171.27	S17°44'08"E	58.99
C27	53-07-48	5.00	4.64	S53°49'46"W	4.47
C28	90-00-00	25.00	39.27	N17°44'08"W	35.38
C29	16-36-53	152.00	44.08	S41°24'04"W	43.92
C30	05-37-42	152.00	14.93	S30°18'48"W	14.93
C31	02-29-37	208.00	8.48	S38°59'14"W	8.63
C32	17-07-16	50.00	35.40	N82°41'59"E	31.84
C33	58-17-27	50.00	51.74	S49°05'37"E	48.46
C34	100-02-01	50.00	87.30	S30°34'07"W	76.62
C35	42-48-22	50.00	37.37	N89°37'42"E	36.51
C36	49-28-14	50.00	43.15	S43°34'20"E	41.82
C37	52-28-28	50.00	54.49	S32°02'10"W	51.83
C38	17-00-17	50.00	44.81	S61°09'32"W	31.84
C39	13-35-11	208.00	49.32	S36°38'08"W	49.21
C40	04-24-57	50.00	5.85	N86°20'32"E	3.95

NUMBER	DIRECTION	DISTANCE
L1	N57°22'30"W	22.65
L2	N32°37'30"E	36.00
L3	S57°22'30"E	22.65
L4	N22°27'55"E	28.17
L5	S84°58'25"E	56.00
L6	S62°44'08"E	111.10
L7	S27°15'52"W	56.00
L8	S49°42'30"W	56.65
L9	S58°23'28"W	56.00
L10	N30°17'30"W	54.41
L11	N05°01'35"E	6.94
L12	N89°07'35"E	6.94
L13	N00°58'25"W	58.00
L14	N05°01'35"E	43.27
L15	N22°27'18"E	44.28
L16	N62°44'08"E	118.81
L17	S27°15'52"W	3.59
L18	N89°42'30"E	47.14
L19	S62°44'08"E	85.20
L20	N62°44'08"E	84.92
L21	S62°44'08"E	94.08
L22	S27°15'52"W	80.62
L23	N27°15'52"E	85.21

LAND USE SUMMARY: RACEWAY SINGLE FAMILY SUBDIVISION SECTION THREE (A SMALL LOT SUBDIVISION)

TOTAL ACRES: 18.25 ACRES
 SINGLE FAMILY LOTS: 65 LOTS
 WATER QUALITY, OPEN SPACE AND DRAINAGE: 1 LOT

NUMBER OF BLOCKS: 5 BLOCKS

OTHER LOTS WATER QUALITY, OPEN SPACE AND DRAINAGE: 1 (5.858 ACRES)

TOTAL LOTS: 66

SUBMITTAL DATE: 03/27/2013

PUBLIC STREET NAME	LENGTH	ROW WIDTH	ACRES
BELMONT STABLES LANE	226'	56'	3.084 AC
McALLOON WAY	843'	56'	58'
DOVER FERRY CROSSING	609'	56'	58'
REWINGTON RESERVE WAY	138'	56'	58'
COPPER ELLIS TRACE	399'	56'	58'
KENTER CROSSING	138'	56'	58'
TOTAL	2,353'		3.084 AC

LANDSCAPE SERVICES, INC.
 214-386-7901
 10510 JALISCO BLVD SUITE 200
 ROUND ROCK, TEXAS 78681

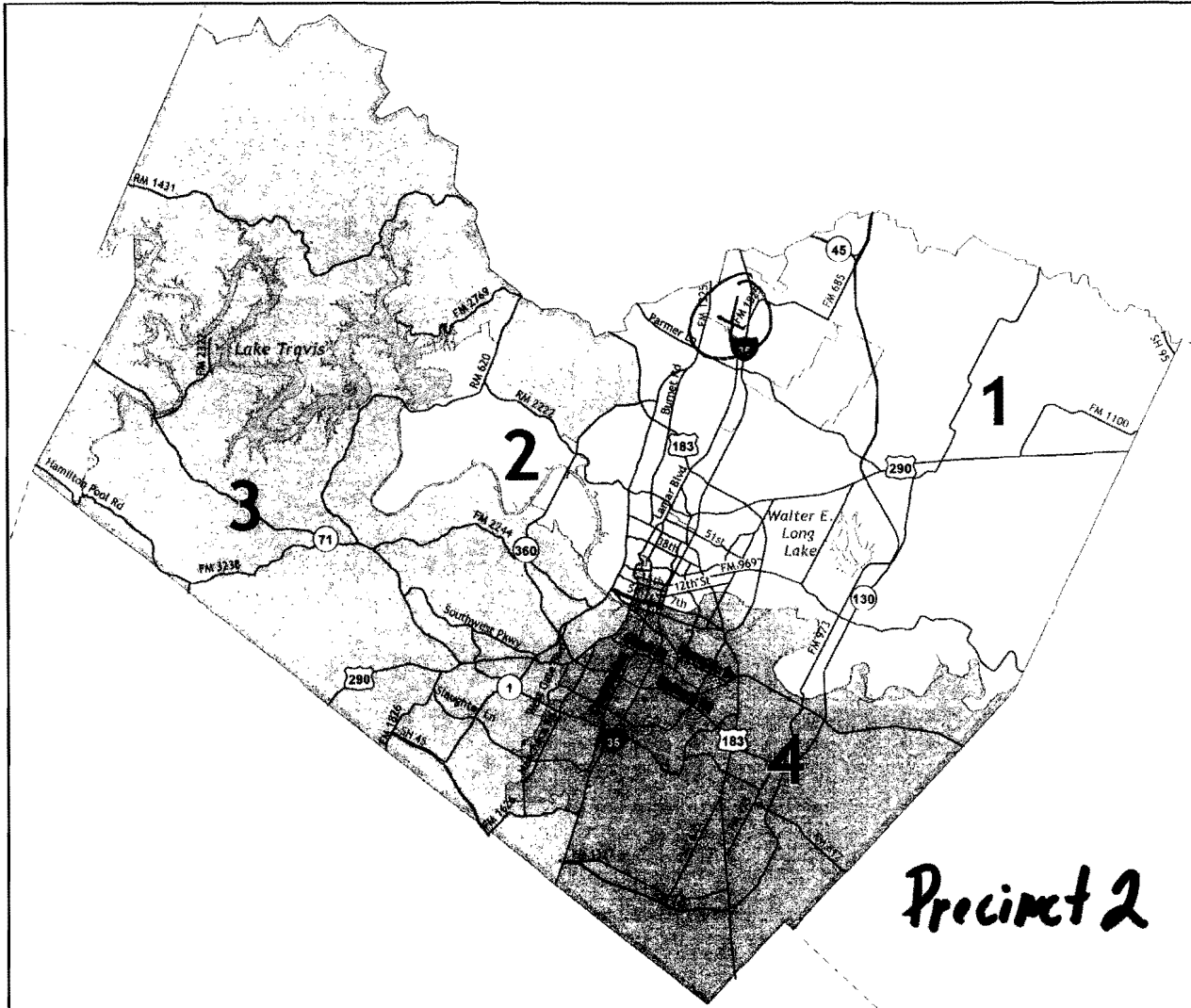
**RACEWAY SINGLE FAMILY SUBDIVISION
 SECTION THREE
 (A SMALL LOT SUBDIVISION)**

PROJECT NAME: RACEWAY
 JOB NUMBER: EB-12-4
 DATE: 03/15/2013
 DRAWING FILE PATH:
 L:\CS Data\Raceway\Drawings\PLATS
 PLOTTING FILE PATH:
 P:\CS\TSS\HMS\AUTOPLAT\DR
 C:\PROG\BENTLEY\MICROSOFT\PLT

DRAWING NAME
 RACEWAY 3.DWG

SHEET
 1 of 2

CBJ-2010-0036.3A



2011 Commissioner Precincts

- Precinct 1: Ron Davis**
 314 W. 11th St. #510
 Austin, TX 78701
 Phone: (512) 854-9111
 Fax: (512) 854-4897
- Precinct 2: Sarah Eckhardt**
 314 W. 11th St. #530
 Austin, TX 78701
 Phone: (512) 854-9222
 Fax: (512) 854-9515
- Precinct 3: Karen Huber**
 314 W. 11th St. #500
 Austin, TX 78701
 Phone: (512) 854-9333
 Fax: (512) 854-9376
- Precinct 4: Margaret Gomez**
 314 W. 11th St. #525
 Austin, TX 78701
 Phone: (512) 854-9444
 Fax: (512) 854-9535



Precinct 2



Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts



NOTICE OF PUBLIC HEARING

JULY 9, 2013 AT 9:00 AM

RACEWAY SINGLE FAMILY SUBDIVISION,
SECTION THREE (SMALL LOT SUBDIVISION)
RESUBDIVISION OF LOTS 17, 21, 24, 18-20,
NORTHRIDGE ACRES NO. 2 - PRECINCT 2

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN

FOR MORE INFORMATION CALL JOE ARRIBAGA 654-7562



NOTICE OF PUBLIC HEARING

JULY 9, 2013 AT 9:00 AM

**RACEWAY SINGLE FAMILY SUBDIVISION,
SECTION THREE (SMALL LOT SUBDIVISION)
RESUBDIVISION OF LOTS 17, 21, 24, 18-20,
NORTHRIDGE ACRES NO. 2 - PRECINCT 2**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL: JOE ARRIAGA 854-7562



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Pulte Homes of Texas, LLC (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 "Railway Section 3" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

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

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

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

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

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

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

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

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

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the

construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

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

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

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the

public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all

claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Pulte Homes of Texas, LP
9401 Amberglens, Building I, Suite 150
Austin, TX 78729

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: *[Signature]*
Name: Stephen Teodecki
Title: Division President
Authorized Representative
Date: 5/2/2013

ACKNOWLEDGEMENT

STATE OF TEXAS

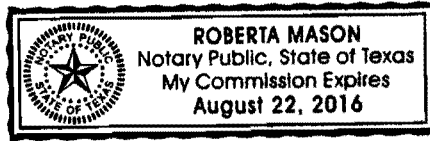
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, May 2, 2013, by Stephen Teodecki, in the capacity stated herein.

Signature of Notary

Roberta Mason

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



Landesign Services, Inc.
 555 Round Rock West Drive
 Bldg. D, Suite 170
 Round Rock, Texas 78681
 512-238-7901 office
 512-238-7902 fax

EXHIBIT "A"

Spear METES AND BOUNDS DESCRIPTION *100*

BEING 10.29 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF GEORGE W. SPEARS SURVEY NUMBER 148, ABSTRACT NO. 720, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, A PORTION OF TRACT 3 AND A PORTION OF TRACT 4 CONVEYED TO CRVI RACEWAY HOLDINGS, L.P. OF RECORD IN DOCUMENT NO. 2007127903 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO TRACTS AS FOLLOWS:



Tract 1

BEGINNING at a 1/2" rebar found with cap marked "TERRA FIRMA" at the southeast corner of Lot 1 Block C, Raceway Single Family Subdivision Section One (A Small Lot Subdivision) a subdivision of record in Document No. 201100066 of the O.P.R.T.C.T. and the west line of the remainder of said Tract 4;

THENCE North 27°27'55" East with the east line of said Block C a distance of 465.63 feet to a 1/2" rebar found with cap marked "TERRA FIRMA" at the northeast corner of Lot 11, Block C and the in the south line of Lot 12, Block C;

THENCE South 62°32'05" East continuing with the east line of said Block C and with the south line of said Lot 12 a distance of 110.41 feet to a 1/2" rebar found with cap marked "TERRA FIRMA" at the southeast corner of said Lot 12;

THENCE along the east line of said Lot 12 the following three (3) courses:

1. North 27°27'55" East a distance of 28.17 feet to a 1/2" rebar found with cap marked "TERRA FIRMA";
2. Along a curve to the left, having a radius of 272.00 feet, a delta angle of 22°26'20", a length of 106.52 feet and a chord which bears North 16°14'45" East a distance of 105.84 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. North 05°01'35" East a distance of 146.08 feet to a 1/2" iron rod found with cap marked "RJ SURVEYING" in the existing west right-of-way line of McAloon Way (56' R.O.W.);

THENCE South 84°58'25" East with the existing south right-of-way line of said McAloon Way a distance of 56.00 feet to a 1/2" iron rod found with cap marked " RJ SURVEYING" in the existing east right-of-way line of said McAloon Way;

THENCE crossing through said Tract 1, said Tract 3 and said Tract 4 the following fifteen (15) courses:

1. South 05°01'35" West a distance of 146.08 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. Along a curve to the right, having a radius of 328.00 feet, a delta angle of 06°55'27", a length of 39.64 feet and a chord which bears South 08°29'19" West a distance of 39.61 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. Along a curve to the left, having a radius of 5.00 feet, a delta angle of 74°41'10", a length of 6.52 feet and a chord which bears South 25°23'33" East a distance of 6.07 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
4. South 62°44'08" East a distance of 11.10 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
5. South 27°15'52" West a distance of 56.00 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
6. South 62°44'08" East a distance of 110.52 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
7. South 27°27'55" West a distance of 508.92 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
8. North 62°33'17" West a distance of 122.72 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
9. Along a curve to the right, having a radius of 208.00 feet, a delta angle of 06°16'47", a length of 22.80 feet and a chord which bears South 46°34'07" West a distance of 22.79 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
10. South 49°42'30" West a distance of 58.65 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
11. Along a curve to the left, having a radius of 5.00 feet, a delta angle of 81°19'02", a length of 7.10 feet and a chord which bears South 09°02'59" West a distance of 6.52 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
12. South 58°23'28" West a distance of 56.00 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

13. Along a curve to the right, having a radius of 328.00 feet, a delta angle of 01°19'02", a length of 7.54 feet and a chord which bears North 30°57'01" West a distance of 7.54 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

14. North 30°17'30" West a distance of 54.41 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

15. Along a curve to the left, having a radius of 272.00 feet, a delta angle of 16°33'47", a length of 78.63 feet and a chord which bears North 38°34'23" West a distance of 78.36 feet to a 1/2" iron rod found at the northeast corner of Lot 1, Block H Raceway Single Family Subdivision Section One;

THENCE along the north line of said Lot 1 the following two (2) courses:

1. Along a curve to the left, having a radius of 272.00 feet, a delta angle of 10°31'14", a length of 49.94 feet and a chord which bears North 52°06'53" West a distance of 49.87 feet to a 1/2" rebar found with cap marked "TERRA FIRMA";

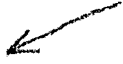
2. North 57°22'30" West a distance of 22.65 feet to a 1/2" rebar found with cap marked "TERRA FIRMA";

THENCE North 32°37'30" East a distance of 56.00 feet to a "pk" nail found in the south line of said Lot 1, Block C;

THENCE along the south line of said Lot 1 the following two(2) courses:

1. South 57°22'30" East a distance of 22.65 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

2. Along a curve to the right, having a radius of 328.00 feet, a delta angle of 11°46'37", a length of 67.42 feet and a chord which bears South 51°29'12" East a distance of 67.30 feet to the POINT OF BEGINNING.

This parcel contains 3.899 acres of land, out of the George W. Spears ~~X~~ Survey No. ~~X~~ 100, Abstract No. 720, in Travis County, Texas. 

100

Tract 2

BEGINNING at a 1/2" rebar found with cap marked "TERRA FIRMA" found for the northeast corner of Lot 20, Block F, Raceway Single Family Subdivision Section Two, (A Small Lot Subdivision) a subdivision of record in Document No. 201200126 of the O.P.R.T.C.T., in the south line of Lot 10, Northridge Acres No. 2 a subdivision of record in Vol. 14, Pg. 84 of the Plat Records of Travis County, Texas (P.R.T.C.T.) and the north line of said Tract 3;

THENCE South 62°31'26" East with the south line of said Lot 10, Lot 9, Northridge Acres No. 2, the south line of Lot 1, Nichols Addition, a subdivision of record in Vol. 60, Pg. 12 of the P.R.T.C.T. and the north line of said Tract 3 a distance of 188.44 feet to a 1/2" iron rod with cap marked "LANDESIGN" set in the south line of said Lot 1 and in the north line of said Tract 3;

THENCE crossing through said Tract 3 the following nine (9) courses:

1. South 36°05'00" West a distance of 104.77 feet to a 1/2" Iron rod with cap marked "LANDESIGN" set;
2. Along a curve to the right, having a radius of 50.00 feet, a delta angle of 100°02'01", a length of 87.30 feet and a chord which bears South 30°34'07" West a distance of 76.62 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. Along a curve to the left, having a radius of 5.00 feet, a delta angle of 53°07'48", a length of 4.64 feet and a chord which bears South 54°01'13" West a distance of 4.47 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
4. South 27°27'19" West a distance 216.61 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
5. South 62°44'08" East a distance of 604.81 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
6. South 27°38'45" West a distance of 272.83 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
7. North 62°44'08" West a distance of 112.71 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
8. South 27°15'52" West a distance of 3.59 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
9. North 62°44'08" West a distance of 636.85 feet to a 1/2" rebar found with cap marked "TERRA FIRMA" for the southeast corner of Lot 3, Block E, Raceway Single Family Subdivision Section Two;

THENCE along the east line of said Raceway Single Family Subdivision Section Two and continuing to cross through said Tract 3 the following four (4) courses:

1. North 27°15'52" East a distance of 166.21 feet to a 1/2" rebar found with cap marked "TERRA FIRMA" in the existing north right-of-way line of Dover Ferry Crossing (56' R.O.W.);
2. North 62°44'08" West along the existing north right-of-way line of Dover Ferry Crossing a distance of 19.81 feet to a 1/2" rebar found with cap marked "TERRA FIRMA"

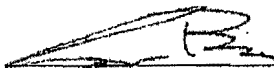
3. North 27°27'19" East a distance of 342.91 feet to a 1/2" rebar found with cap marked "TERRA FIRMA" in the existing south right-of-way line of Kenter Crossing (56' R.O.W.)

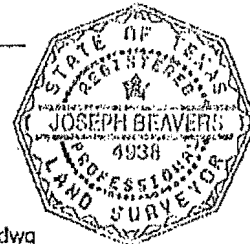
4. North 27°15'52" East a distance of 168.63 feet to the POINT OF BEGINNING.

This parcel contains 6.394 acres of land, out of the George W. Spear~~X~~ Survey No. ~~X~~100, Abstract No. 720, in Travis County, Texas. ←

Tract 1	3.899 acres
Tract 2	6.394 acres
Total	10.29 acres

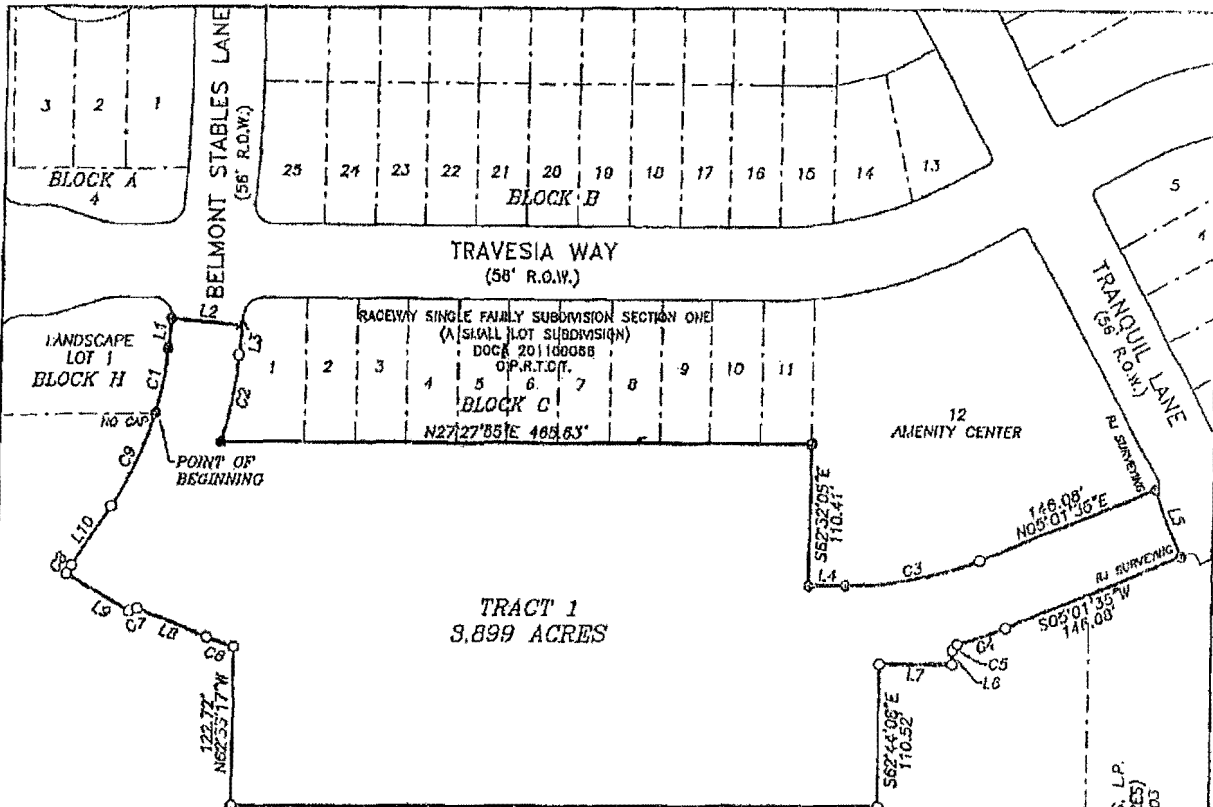
Description prepared from an on-the-ground survey made during October 2012. All bearings are based on the east line of Raceway Single Family Subdivision Section Two, (A Small Lot Subdivision) a subdivision of record in Document No. 201200126 of the O.P.R.T.C.T.

 13 Mar 13
Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938



Job Number: 101-12-4

Attachments: Survey Drawing L:\CFS CIVIL\Raceway\DWGS\PLATS\Raceway.dwg



CRVI RACEWAY HOLDINGS, L.P.
TRACT 4 (90.578 ACRES)
DOC. NO. 2007127903
O.P.R.T.C.T.

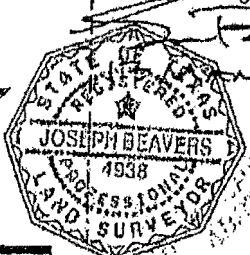
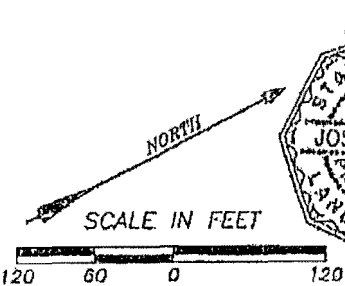
S27°27'55"W 500.02'

CRVI RACEWAY HOLDINGS, L.P.
TRACT 1 (44.288 ACRES)
DOC. NO. 2007127903
O.P.R.T.C.T.

CRVI RACEWAY HOLDINGS, L.P.
TRACT 5 (29.923 ACRES)
DOC. NO. 2007127903
O.P.R.T.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N57°22'30"W	22.65'
L2	N32°37'30"E	58.00'
L3	S57°22'30"E	22.65'
L4	N27°27'55"E	28.17'
L5	S84°58'25"E	56.00'
L6	S62°14'08"E	11.10'
L7	S27°19'52"W	58.00'
L8	S49°42'30"W	38.65'
L9	S58°23'28"W	56.00'
L10	N30°17'30"W	54.41'

NUMBER	Delta	Radius	Length	Chord Bearing	Chord Length
C1	10°31'14"	272.00	49.94	N52°08'53"W	49.87
C2	11°46'37"	328.00	67.42	S51°29'12"E	67.30
C3	22°26'20"	272.00	108.52	N16°14'45"E	105.84
C4	08°55'27"	328.00	38.84	S08°29'19"W	39.61
C5	74°41'10"	5.00	6.52	S25°23'33"E	6.07
C6	08°18'47"	208.00	22.80	S46°34'07"W	22.78
C7	81°19'02"	5.00	7.10	S09°02'59"W	6.52
C8	01°19'02"	328.00	7.54	N30°57'01"W	7.54
C9	18°33'47"	272.00	78.63	N38°34'23"W	78.36



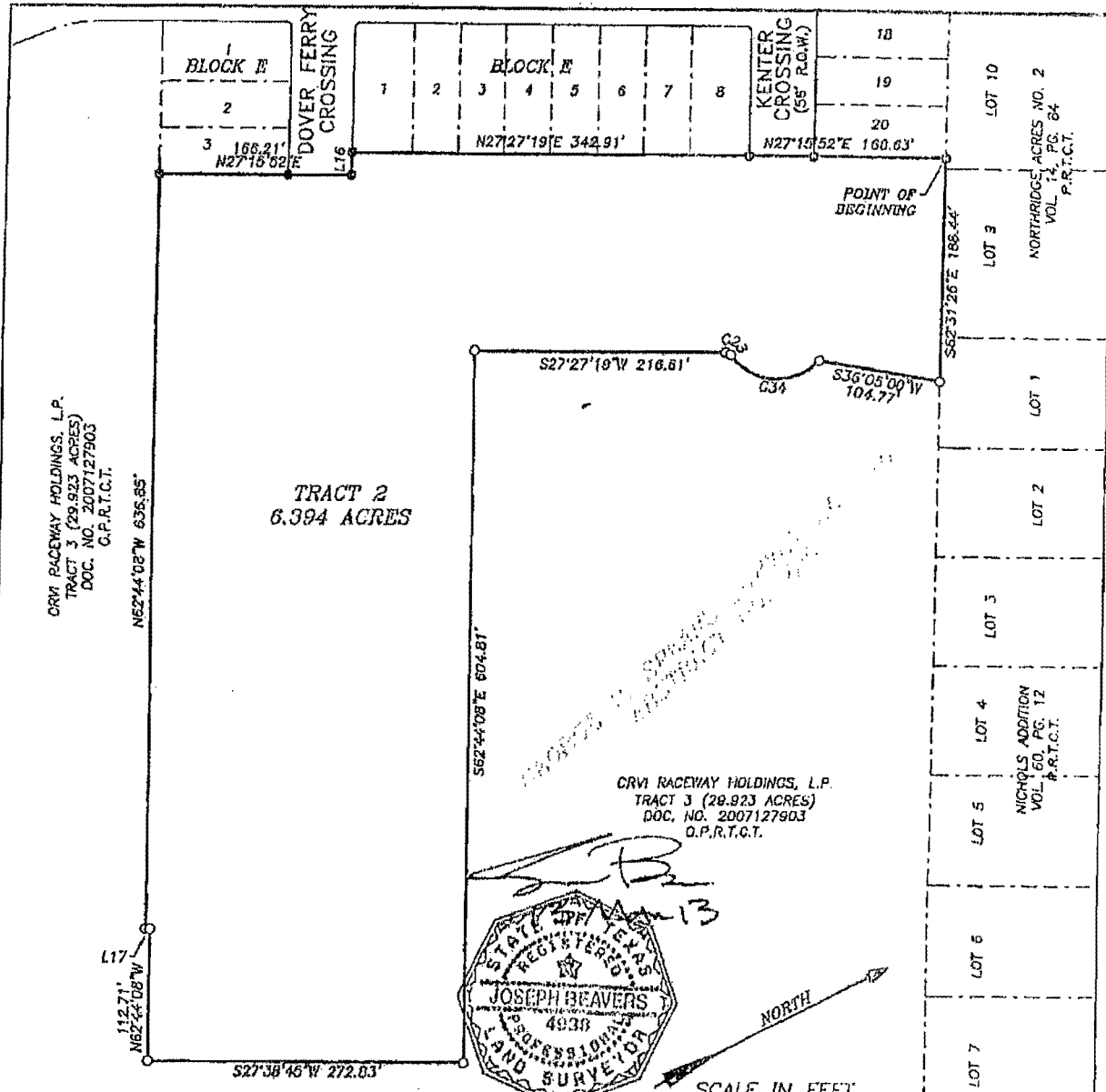
LEGEND

- 1/2" IRON REBAR W/CAP MARKED "TERRA FIRMA" FOUND (unless noted)
- 1/2" IRON REBAR W/CAP MARKED "LANDESIGN" SET (unless noted)
- ▲ NAIL FOUND

JOB NUMBER: 191-12-4	DATE: 03/13/2013
PROJECT NAME: RACEWAY	
DRAWING NAME: 19104402	
DRAWING FILE PATH: L:\CFS CIVIL\Raceway\DWGS	
FIELDNOTE FILE PATH: L:\CFS CIVIL\Raceway\FNOTES\RACEWAY SECT 3.DOC	
RPLS: JB	TECH: HAS
PARTY CHIEF: DR	CHK BY: JB
SHEET 6 of 7	FIELDBOOKS: 214/44
SCALE: 1" = 120'	



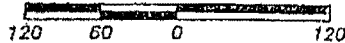
LANDESIGN SERVICES, INC.
512-238-7001
655 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681



LEGEND

- 1/2" IRON REBAR W/CAP MARKED TERRA FIRMA FOUND (unless noted)
- 1/2" IRON REBAR W/CAP MARKED "LANDESIGN" SET (unless noted)
- ▲ NAIL FOUND

LOT 1, BLOCK A
TRAVESIA PHASE 2
DOC. NO. 200800004
O.P.R.T.C.T.



NUMBER	DIRECTION	DISTANCE
L16	N62°44'08"W	19.81'
L17	S27°15'52"W	3.59'

NUMBER	DATA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C23	53°07'48"	5.00	4.64	S84°01'13"W	4.47
C34	100°02'01"	50.00	87.30	S30°34'07"W	76.62

JOB NUMBER: 191-12-4	DATE: 03/13/2013
PROJECT NAME: RACEWAY	
DRAWING NAME: 19104402	
DRAWING FILE PATH: L:\CFS CIVIL\Raceway\DWGS	
FIELDNOTE FILE PATH: L:\CFS CIVIL\Raceway\FNOTES\RACEWAY SECT 3.DOC	
RPLS: JB	TECH: HAS
PARTYCHIEF: DR	CHK BY: JB
SHEET 7 of 7	FIELDBOOKS: 214/44
	SCALE: 1" = 120'



LANDESIGN SERVICES, INC.

512-288-7001
555 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681