



Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

Prepared By: Joe Arriaga, Planner Senior

Phone #: (512) 854-7562

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) On a final plat for recording - The Hills of Bear Creek-Section 1 - Final Plat (Long Form Final Plat – 83 total lots – 26.22 acres – FM 1626 – City of Austin ETJ); and
- B) A Subdivision Construction Agreement between Travis County and Milestone Community Builders.

BACKGROUND/SUMMARY OF REQUEST:

This long form final plat consists of 83 total lots (78 single-family lots, 2 open space lots, 1 amenity lot, and 2 drainage lot) on 26.22 acres. The property is located in the City of Austin 2 Mile ETJ. There are 3,734 linear feet of public streets being proposed with this final plat. The parkland fees totaling \$7843.00 have been paid to Travis County. Fiscal surety has been posted. Water and wastewater service to be provided by the City of Austin.

STAFF RECOMMENDATIONS:

As this final plat was approved by the City of Austin's Zoning and Platting Commission on November 5, 2013, and the plat meets all City of Austin/Travis County subdivision standards; Single Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Location Map
Proposed Final Plat
Subdivision Construction Agreements
Precinct Map

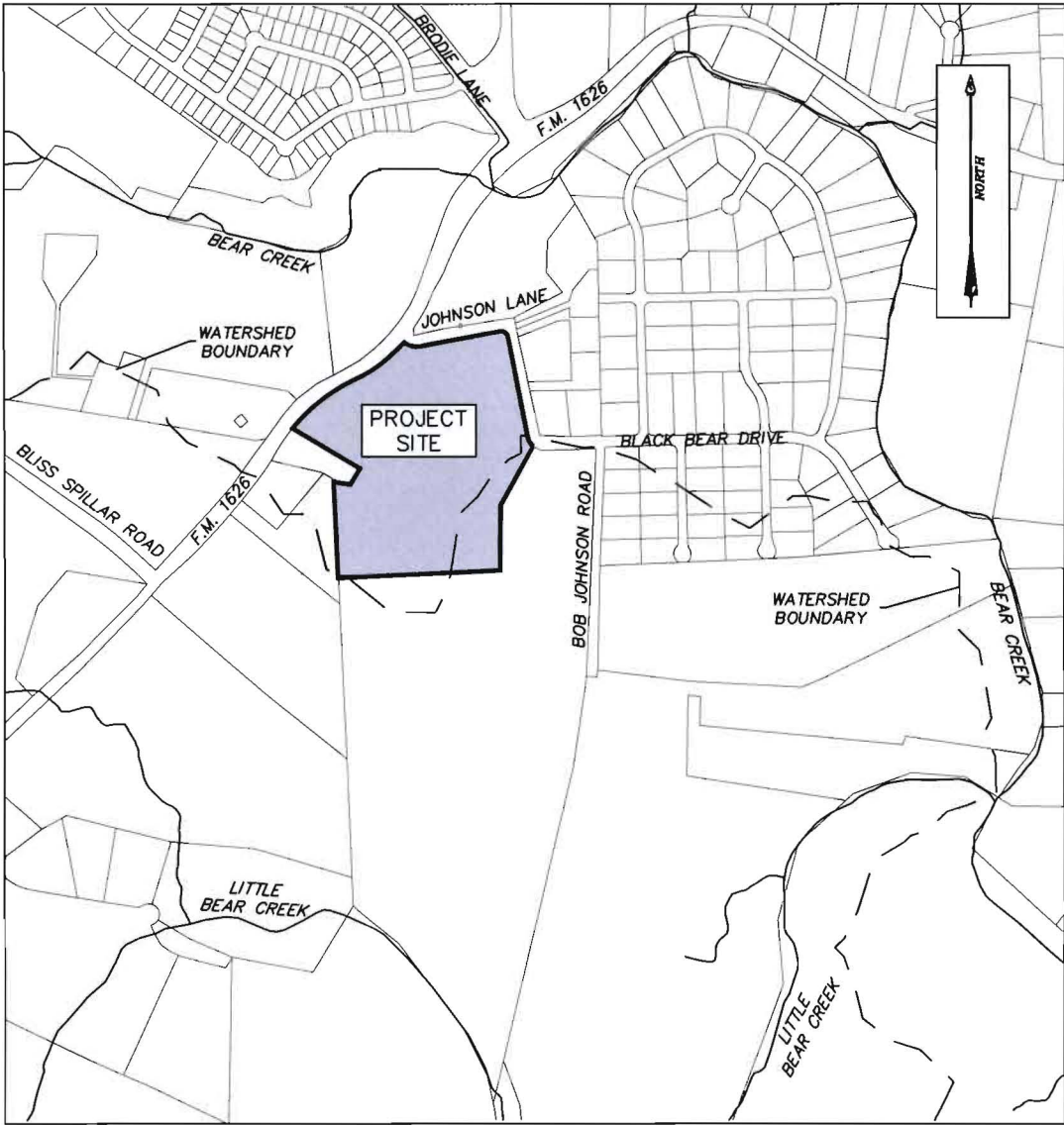
REQUIRED AUTHORIZATIONS:

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

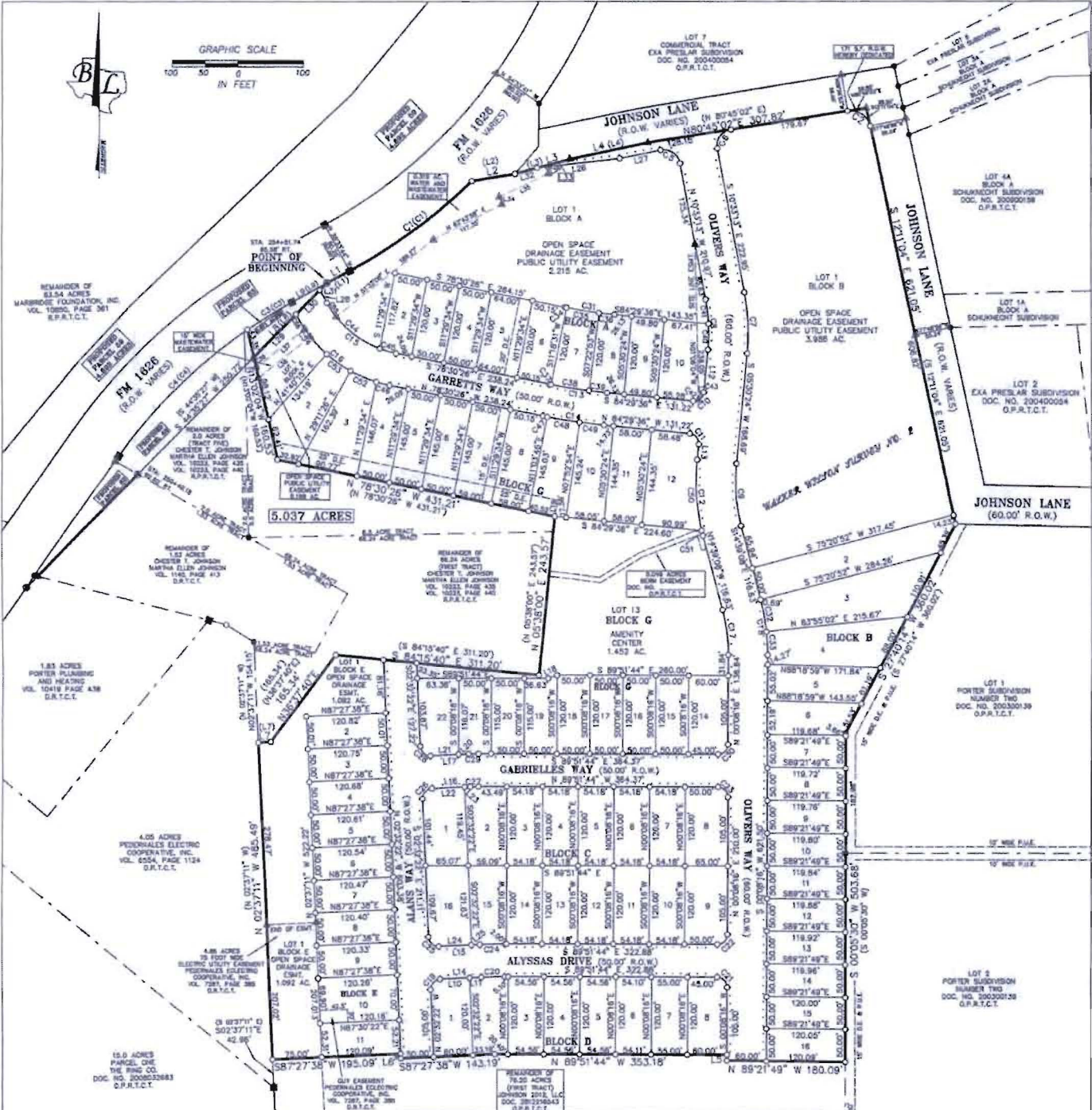
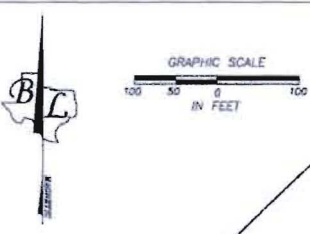
CC:

JA:AB:ja

1101 - Development Services Long Range Planning- Hills of Bear Creek



LOCATION MAP



- LEGEND**
- 1/2" REBAR FOUND
 - 1/2" REBAR FOUND WITH 2" ALUMINUM CAP WHICH READS "TX. DEPT. OF TRANS. PROPERTY CORNER"
 - ▲ NAIL FOUND
 - CONCRETE MONUMENT FOUND (TYPE D)
 - FENCE POST FOUND FOR CORNER
 - △ CALCULATED POINT
 - 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
- R.O.W. RIGHT OF WAY
 D.E. DRAINAGE EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 --- PROPOSED BOUNDARIES
 (1) RECORD BPP REP DOC NO. J04251544 O.P.A.T.C.T.
 (B.P.A.T.C.T.) DEED RECORDS OF TRAVIS COUNTY, TEXAS
 (N.P.A.T.C.T.) REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 (O.P.A.T.C.T.) OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

OWNER: JOHNSON 2012, LLC (A TEXAS LIMITED LIABILITY COMPANY)
 0111 JOLLYVILLE ROAD
 SUITE 111
 AUSTIN, TEXAS 78759

ACREAGE: 28,720 ACRES
 SURVEY: WALKER WILSON SURVEY NO. 2
 DATE: 10 APRIL 2013
 SURVEYOR: BASELINE LAND SURVEYORS, INC.
 ENGINEER: HARRAHAN PRITCHARD ENGINEERING, INC.

LINEAR FEET OF NEW STREETS: 3,724'
 NUMBER OF LOTS: 83

NUMBER OF LOTS BY TYPE: RESIDENTIAL: 78 LOTS; OPEN SPACE/DRAINAGE/P.U.E.: 2; OPEN SPACE/P.U.E.: 1; AMENITY CENTER LOT: 1; OPEN SPACE/DRAINAGE: 1.

ACREAGE BY LOT TYPE: R.O.W.: 4.528 AC.; RESIDENTIAL: 12,748 AC.; OPEN SPACE/DRAINAGE: 1,082 AC.; OPEN SPACE/DRAINAGE/P.U.E.: 6.351 AC.; OPEN SPACE/P.U.E.: 0.188 AC.; AMENITY CENTER LOT: 1.482 AC.

BENCHMARK INFORMATION: COTTON SPRING SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF FM 1626 AND THE SOUTH RIGHT OF WAY OF 808 JOHNSON LANE. APPROX. 87' NORTHEAST OF THE NORTHWEST PROPERTY CORNER. ELEVATION = 877.89'

LINEAR FEET OF NEW STREETS	R.O.W. WIDTH
ALYSSA DRIVE	60.00'
GABRIELLE WAY	60.00'
GARRETTTS WAY	60.00'
JOHNSON LANE	60.00'
AVA SHERATO	60.00'
TOTAL	3,724 LF

02 of 04 SHEET

File: C:\Projects\Johnson\Draw\Phase 1 Final Plat.dwg
Scale (HORIZ.): 1"=100'
Date: 08/29/13
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:
Revision 4:

THE HILLS OF BEAR CREEK SECTION ONE FINAL PLAT

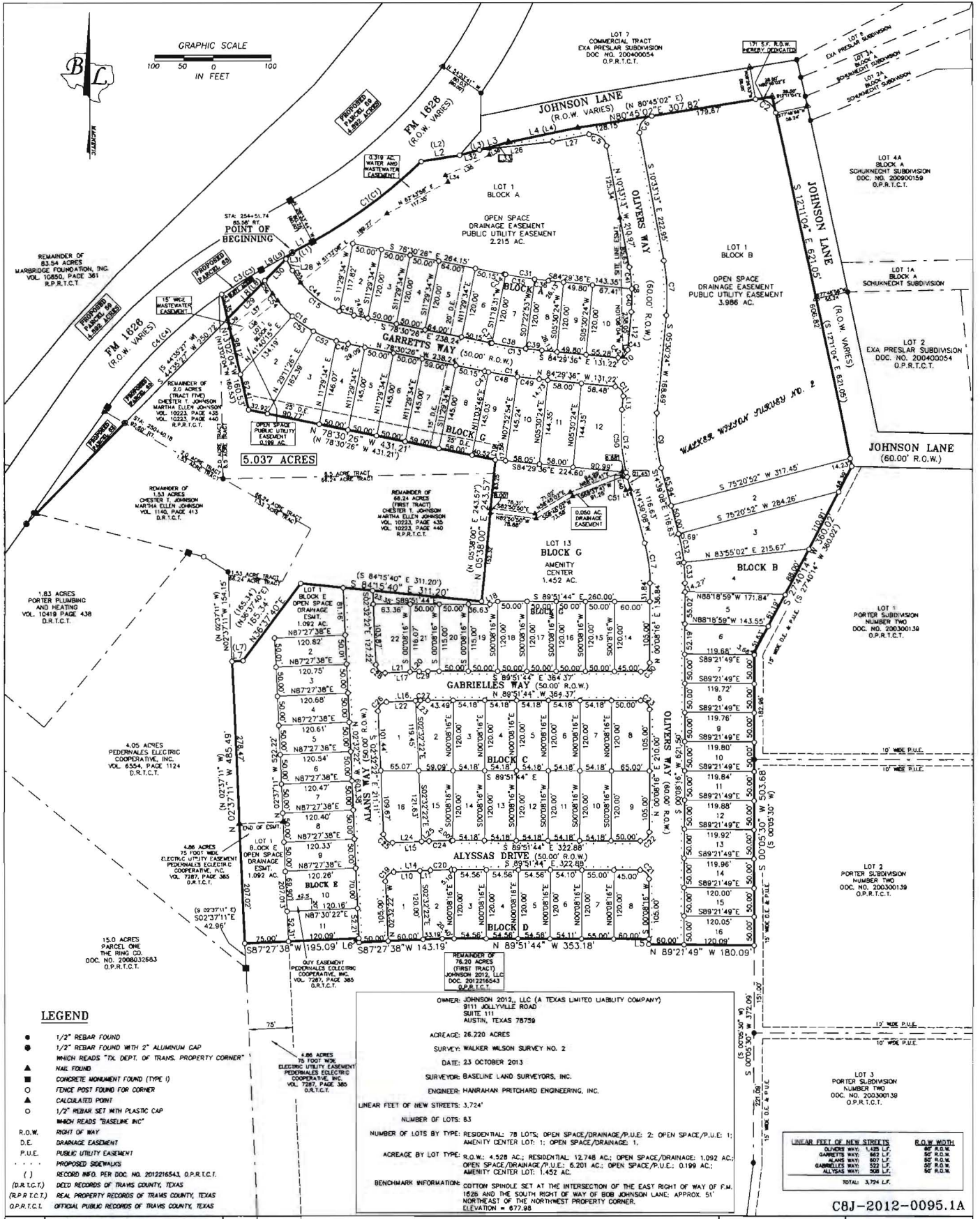
C8J-2012-0095.1A

HPE

HARRAHAN PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 10000 W. BRIDGE
 AUSTIN, TEXAS 78750
 OFFICE: 512-897-7774 FAX: 512-897-7775
 hpe@hpe.com

Base Line

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 800 DOWNEY AVE SUITE 200
 AUSTIN, TEXAS 78748
 512-835-8888 FAX 512-835-8889
 base@baseline.com



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR FOUND WITH 2" ALUMINUM CAP WHICH READS "TX. DEPT. OF TRANS. PROPERTY CORNER"
- ▲ NAIL FOUND
- CONCRETE MONUMENT FOUND (TYPE I)
- FENCE POST FOUND FOR CORNER
- ▲ CALCULATED POINT
- 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"

R.O.W. RIGHT OF WAY
 D.E. DRAINAGE EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 --- PROPOSED SIDEWALKS
 () RECORD INFO. PER DOC. NO. 2012216543, O.P.R.T.C.T.
 (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

OWNER: JOHNSON 2012, LLC (A TEXAS LIMITED LIABILITY COMPANY)
 9111 JOLLYVILLE ROAD
 SUITE 111
 AUSTIN, TEXAS 78759

ACREAGE: 26.220 ACRES
 SURVEY: WALKER WILSON SURVEY NO. 2
 DATE: 23 OCTOBER 2013
 SURVEYOR: BASELINE LAND SURVEYORS, INC.
 ENGINEER: HANRAHAN PRITCHARD ENGINEERING, INC.

LINEAR FEET OF NEW STREETS: 3,724'
 NUMBER OF LOTS: 83

NUMBER OF LOTS BY TYPE: RESIDENTIAL: 78 LOTS, OPEN SPACE/DRAINAGE/P.U.E.: 2; OPEN SPACE/P.U.E.: 1; AMENITY CENTER LOT: 1; OPEN SPACE/DRAINAGE: 1.

ACREAGE BY LOT TYPE: R.O.W.: 4,528 AC.; RESIDENTIAL: 12,748 AC.; OPEN SPACE/DRAINAGE: 1,092 AC.; AMENITY CENTER LOT: 1,452 AC.

BENCHMARK INFORMATION: COTTON SPINDLE SET AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF FM 1626 AND THE SOUTH RIGHT-OF-WAY OF BOB JOHNSON LANE; APPROX. 51' NORTHEAST OF THE NORTHWEST PROPERTY CORNER. ELEVATION = 677.85

LINEAR FEET OF NEW STREETS	B.L.W. WIDTH
OLIVER WAY: 1,428 L.F.	80' R.O.W.
GARRETTTS WAY: 862 L.F.	80' R.O.W.
ALYSSAS DRIVE: 807 L.F.	80' R.O.W.
GABRIELLS WAY: 822 L.F.	80' R.O.W.
ALYSSAS WAY: 508 L.F.	80' R.O.W.
TOTAL: 3,724 L.F.	

File: S:\Projects\Johnson\DWG\Phase I Final Plat.dwg
 Scale (Hor.): 1"=100' Date: 10/23/13
 Drawn By: JSL
 Checked By: RLW
 Revision 1:
 Revision 2:
 Revision 3:
 Revision 4:

THE HILLS OF BEAR CREEK SECTION ONE FINAL PLAT

HPE
 HANRAHAN + PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 8113 CROSS PARK DRIVE
 AUSTIN, TEXAS 78759
 OFFICE: 512.499-0724 FAX: 512.499-4752
 www.hpe-engineers.com

Base Line
 BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8113 CROSS PARK DRIVE
 AUSTIN, TEXAS 78759
 OFFICE: 512.274-9222 FAX: 512.274-1974
 www.blsls.com

CBJ-2012-0095.1A

82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between Milestone Community Builders, 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 "The Hills of Bear Creek, Section 1" (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:

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. 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: Milestone Community Builders, LLC
9111 Jollyville Road, Suite 111
Austin, TX 78759
Attn: Garrett Martin

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: County Executive

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

By: _____

Name: _____

Title: _____

Date: _____

Date: _____



Garrett Martin

President CEO

9-16-2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 16th day of September, 2013, by Garrett Martin, President, in the capacity stated herein.

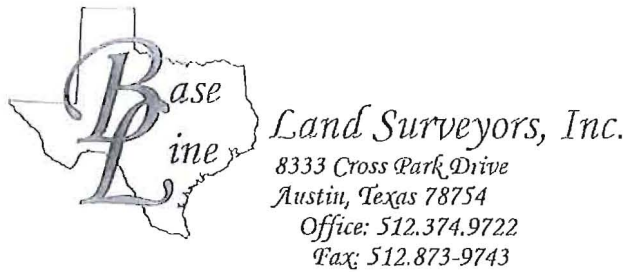


Signature of Notary

After Recording Return to:

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

EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY



METES AND BOUNDS DESCRIPTION

BEING 26.220 ACRES OF LAND OUT OF THE WALKER WILSON SURVEY NO. 2, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 72.60 ACRE TRACT CONVEYED TO JOHNSON 2012 LLC, BY INSTRUMENT OF RECORD IN DOC. NO. 2012216543 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, THEREIN KNOWN AS "FIRST TRACT" AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with a 2" aluminum cap which reads "TX. Dept. of Trans. Property Corner" in the east right-of-way line of FM 1626 (R.O.W. varies), 85.58 feet right of Engineer's Centerline Station 254+51.74, same being in the west line of said 72.60 acre tract, and also being the north corner of the proposed "Parcel 63" as shown on the R.O.W. map of the FM 1626 right-of-way Widening Project, prepared by SAM, Inc., from which a Type I concrete monument found for a point of curvature in the east right-of-way line of said FM 1626 and the west line of said proposed "Parcel 63", bears South 61°12'02" West a distance of 61.23 feet (record - South 61°12'02" West a distance of 61.23 feet);

THENCE along the east right-of-way line of FM 1626 and the west and north lines of the 72.60 acre tract line the following three (3) courses:

1. North 61°59'59" East (record - North 61°59'59" East) a distance of 39.22 feet to a type I concrete monument for a point of curvature, from which a Type I concrete monument found in the west right-of-way line of FM 1626, the east line of a remainder of an 11.229 acre tract of land conveyed to Marbridge Foundation, Inc. by instrument of record in Volume 11566, Page 929 of the Real Property Records of Travis County, Texas, and also being in the east line of proposed "Parcel 59" of said R.O.W. map, bears North 28°33'44" West a distance of 80.26 feet (record - 80.00 feet);
2. Along a tangential curve to the left, having a radius of 858.51 feet (record - 858.51 feet), a length of 231.39 feet (record - 231.39 feet), a delta angle of 15°26'33" (record - 15°26'33") and a chord which bears North 53°37'49" East a distance of 230.69 feet (record - North 53°37'49" East a distance of 230.69 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the northwest corner of the 72.60 acre tract;
3. North 80°51'32" East a distance of 66.91 feet (record - North 80°51'32" East a distance of 66.91 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." at the point of intersection of the east right-of-way line of FM 1626 and the south right-of-way line of Johnson Lane (R.O.W. varies);

THENCE along the north and east lines of the 72.60 acre tract and the south and west right-of-way lines of said Johnson Lane the following four (4) courses:

1. North 75°01'16" East (record - North 75°01'16" East) a distance of 86.42 feet to a nail found;

2. North 77°59'35" East (record – North 77°59'35" East) a distance of 120.91 feet to a calculated point;
3. North 80°45'02" East (record – North 80°45'02" East) a distance of 336.32 feet to a calculated point for the northeast corner of the 72.60 acre tract;
4. South 12°11'04" East (record – South 12°11'04" East) a distance of 649.55 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for an angle point in the east line of the 72.60 acre tract and the west right-of-way line of Johnson Lane, and being the northwest corner of Lot 1, Porter Subdivision Number Two, a subdivision of record in Doc. No. 200300139 of the Official Public Records of Travis County, Texas;

THENCE South 27°40'14" West (record - South 27°40'14" West), along the east line of the 72.60 acre tract and the west line of said Lot 1, Porter Subdivision Number Two, a distance of 360.02 feet (record – 360.02 feet) to a 1/2" rebar found for an angle point in the east line of the 72.60 acre tract and the west line of Lot 1, Porter Subdivision Number Two;

THENCE South 00°05'30" West (record - South 00°05'30" West), along the east line of the 72.60 acre tract and the west line of Lot 1, Porter Subdivision Number Two, passing at a distance of 182.96 feet (record – 182.96 feet) a 1/2" rebar found for the southwest corner of Lot 1, Porter Subdivision Number Two and the northwest corner of Lot 2, Porter Subdivision Number Two, and continuing along the east line of the 72.60 acre tract and the west line of Lot 2, Porter Subdivision Number Two a total distance of 503.68 feet a 1/2" rebar set with plastic cap which reads "Baseline, Inc.", from which a 1/2" rebar found for an angle point in the east line of the 72.60 acre tract and the west line of Lot 3, Porter Subdivision Number Two, bears South 00°05'30" West (record - South 00°05'30" West) a distance of 372.09 feet;

THENCE crossing through the 72.60 acre tract the following six (6) courses:

1. North 89°21'49" West a distance of 180.09 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
2. North 00°08'16" East a distance of 9.14 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
3. North 89°51'44" West a distance of 353.18 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
4. South 87°27'38" West a distance of 143.19 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
5. North 02°32'22" West a distance of 7.23 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
6. South 87°27'38" West a distance of 195.09 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." in the westerly line of the 72.60 acre tract and the east line of a 4.05 acre tract of land conveyed to Pedernales Electric Cooperative, Inc. by instrument of record in Volume 6554, Page 1124 of the Deed Records of Travis County, Texas, from which a Type I concrete monument found for the southeast corner of said 4.05 acre tract, the northeast corner of a 15.0 acre tract of land conveyed to The Ring Co. by instrument of record in Doc. No. 2008032683 of the Official Public Records of Travis County, Texas,

therein designated "Parcel One", and being an angle point in the westerly line of the 72.60 acre tract, bears South 02°37'11" East (record - South 02°37'11" West) a distance of 42.96 feet;

THENCE North 02°37'11" West (record - North 02°37'11" East), along the westerly line of the 72.60 acre tract and the east line of the 4.05 acre tract, a distance of 485.49 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the southwest corner of a remainder of a 66.24 acre tract conveyed as "First Tract" in deeds to Chester T. Johnson and Martha Ellen Johnson of record in Volume 10223, Page 435 and Volume 10223, Page 440, both of the Deed Records of Travis County, Texas, from which a 1/2" rebar found for the northeast corner of the 4.05 acre tract, being in the south line of a remainder of a 1.53 acre tract of land conveyed to Chester T. Johnson and Martha Ellen Johnson by instrument of record in Volume 1140, Page 413 of the Deed Records of Travis County, Texas, and also being an angle point in the westerly line of said remainder of a 66.24 acre tract, bears North 02°37'11" West (record - North 02°37'11" East) a distance of 154.15 feet;

THENCE along the westerly line of the 72.60 acre tract and the southerly line of the remainder of a 66.24 acre tract the following three (3) courses:

1. North 86°49'50" East a distance of 19.14 feet (record - North 86°49'50" East a distance of 19.14 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
2. North 36°37'40" East a distance of 165.34 feet (record - North 36°37'40" East a distance of 165.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
3. South 84°15'40" East a distance of 311.20 feet (record - South 84°15'40" East a distance of 311.20 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the southeast corner of the remainder of a 66.24 acre tract;

THENCE North 05°38'00" East (record - North 05°38'00" East), along the westerly line of the 72.60 acre tract, the easterly line of the remainder of a 66.24 acre tract, and along the easterly line of a remainder of a 6.5 acre tract conveyed as "Second Tract" in said deeds to Johnson, a distance of 243.57 feet (record - 243.57 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the northeast corner of said remainder of a 6.5 acre tract;

THENCE along the westerly line of the 72.60 acre tract and the northerly line of the remainder of a 6.5 acre tract the following two (2) courses:

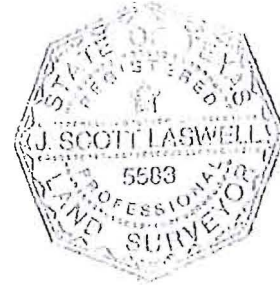
1. North 78°30'26" West a distance of 431.21 feet (record - North 78°30'26" West a distance of 431.21 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";
2. North 13°02'04" West a distance of 160.53 feet (record - North 13°02'04" West a distance of 160.53 feet) to a calculated point in the proposed east right-of-way line of FM 1626 per said R.O.W. map, from which a 1/2" rebar found with a 2" aluminum cap which reads "TX. Dept. of Trans. Property Corner" for the southeast corner of proposed "Parcel 63" and the northeast corner of proposed "Parcel 62" in the proposed east right-of-way line of FM 1626, 92.60 feet right of Engineer's Centerline Station 250+40.18, being in the south line of a remainder of a 2.0 acre tract conveyed as "Tract Five" in said deeds to Johnson, and also being in the north line of said remainder of a 1.53 acre tract, bears South 44°35'27" West (record - South 44°35'27" West) a distance of 250.72 feet;

THENCE North 44°35'27" East (record - North 44°35'27" East), along the westerly line of the 72.60 acre tract and the proposed east right-of-way line of FM 1626, a distance of 159.43 feet to the POINT OF BEGINNING.

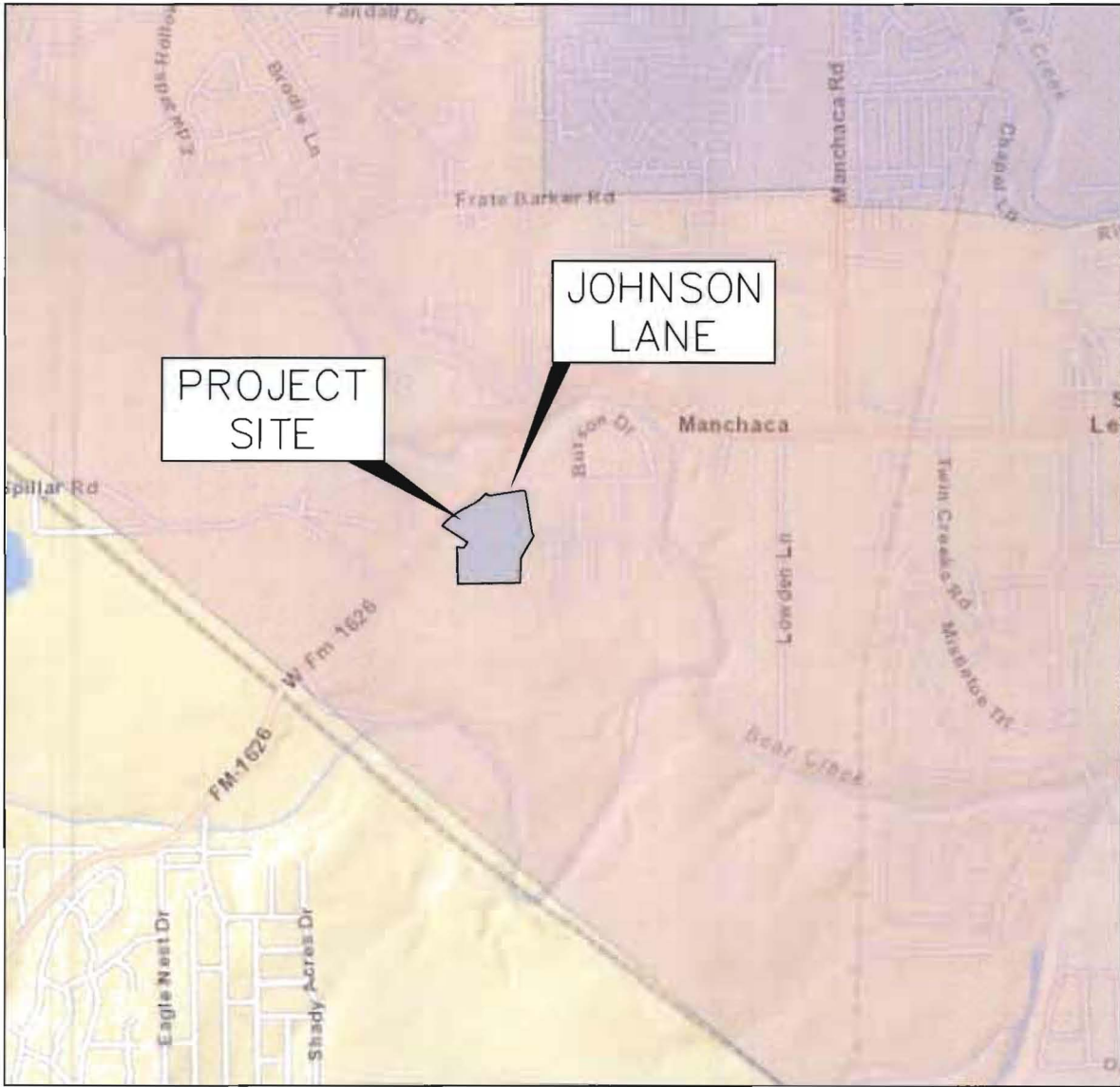
This parcel contains 26.220 acres of land, more or less, out of the Walker Wilson Survey No. 2, in Travis County, Texas.

Bearing Basis: Texas State Plane Coordinate System, Central Zone (4203), NAD 83/96 CORS.

J. Scott Laswell 8/27/13
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Johnson Tract\Docs\Field Notes\Phase 1 Final PlatM&B.doc
Drawing: S:\Projects\Johnson Tract\Dwg\Phase 1 Final Plat.dwg



COMMISSIONER'S PRECINCT MAP
COMMISSIONER GERALD DAUGHERTY – PRECINCT 3