



Travis County Commissioners Court Agenda Request

Meeting Date: November 26, 2013

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests In Precinct One:

- A) A plat for recording: Presidential Meadows Section Five Final Plat (Long Form Final Plat - 95 total lots - 17.88 acres - Rutherford B. Hayes Street - City of Manor ETJ); and
- B) A Travis County Subdivision Construction Agreement between KB Homes Lone Star Inc. and Travis County.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 95 single family lots on 17.88 acres. There are 2,793 linear feet of public streets proposed with this final plat, which are platted from Rutherford B. Hayes Street. Water and wastewater service will be provided by Cottonwood Creek Municipal Utility District No. 1. Parkland fees of \$13,940.00 were paid to Travis County in lieu of parkland dedication. The applicant has been posted fiscal surety with Travis County in the amount of \$773,671.25.

B) The applicant, KB Homes Lone Star Inc., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As this plat application was approved by the City of Manor and meets all Travis County subdivision requirements, 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:

- Precinct map
- Location map
- Proposed final plat
- Construction Agreement

REQUIRED AUTHORIZATIONS:

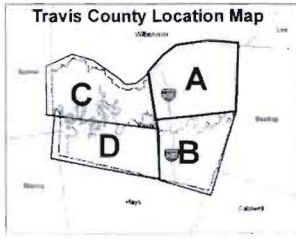
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

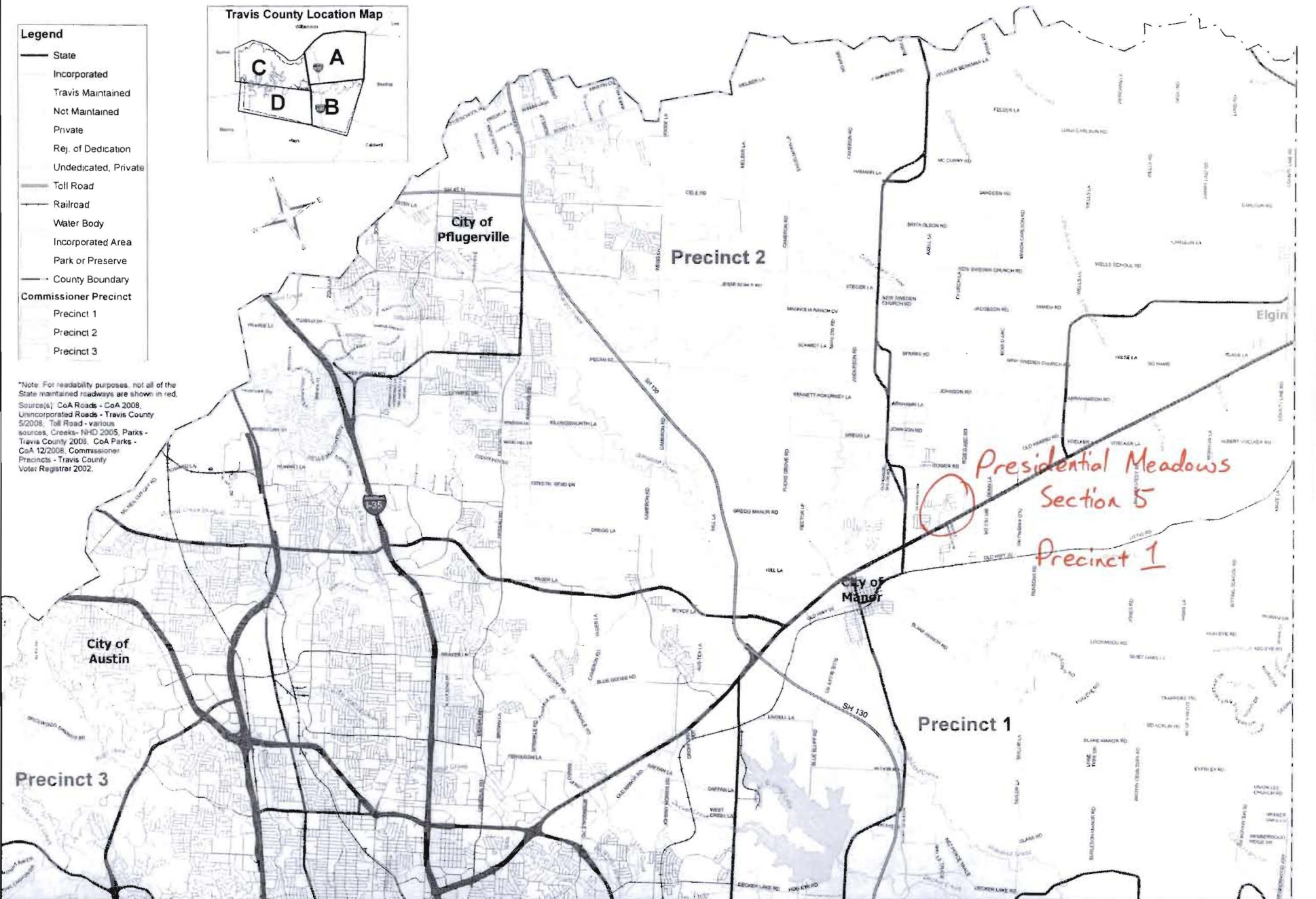
MH:AB:mh

1101 - Development Services Long Range Planning- Presidential Meadows Section Five Final Plat

- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Rej. of Dedication
 - Undedicated, Private
 - Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3



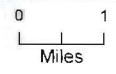
*Note: For readability purposes, not all of the State maintained roadways are shown in red.
 Source(s): CoA Roads - CoA 2008, Unincorporated Roads - Travis County 5/2008, Toll Road - various sources, Creeks- NHD 2005, Parks - Travis County 2005, CoA Parks - CoA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

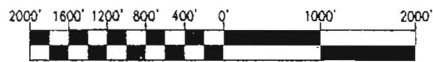
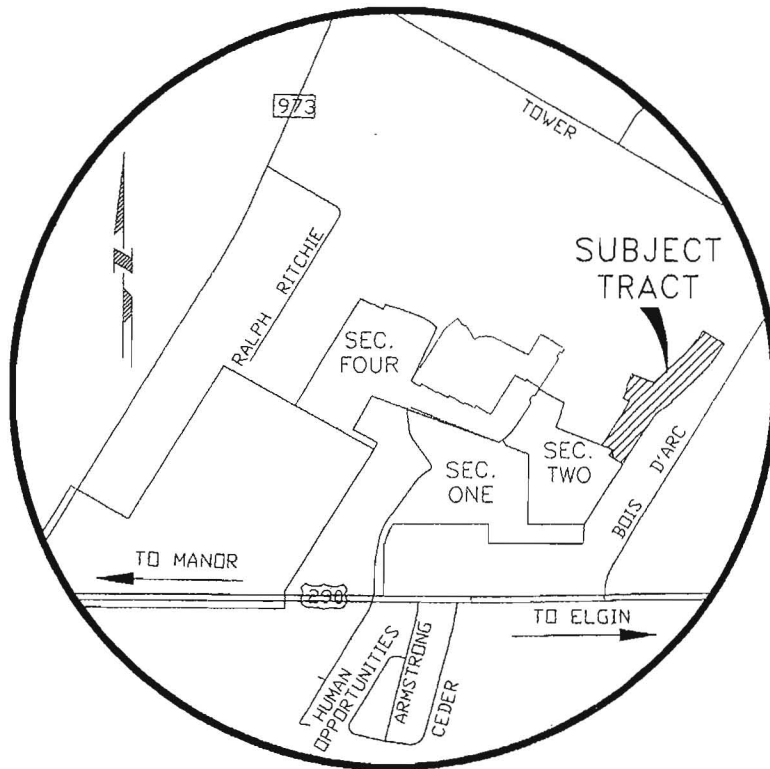
Travis County Roadways, Map A



Map Prepared by Travis County
 Dept. of Transportation & Natural Resources. Date: 5/8/2008
<http://www.co.travis.tx.us/maps>

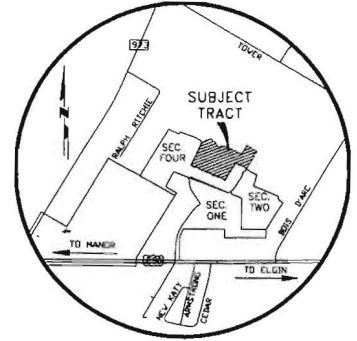
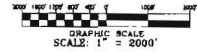
PRESIDENTIAL MEADOWS SECTION FIVE

LOCATION MAP



GRAPHIC SCALE
SCALE: 1" = 2000'

PRESIDENTIAL MEADOWS SECTION FIVE



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.

PROJECT: PRESIDENTIAL MEADOWS SEC. 5
JOB NUMBER: 13-1009-01
DATE: APRIL, 2013
SCALE: 1" = 100'
SURVEYOR: TERRELL
TECHNICIAN: SEGURA
DRAWING: SHEET1-REV-SECS.DWG
FIELDNOTES:
PARTYCHIEF: TERRELL
FIELDBOOKS:



Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4 • Buckle, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6001

PROJECT NO: *
FILE NO:
DATE: APRIL 2013
SCALE: 1" = 100'

DESIGNED BY:
DRAWN BY:
CHECKED BY: JH
REVISED BY:



8834 N. Capital of Texas Highway
Austin, Texas 78759
Suite 140
PHONE (512)452-0371
FAX (512)454-9933
TBPE FRM #2946

PRESIDENTIAL
MEADOWS
SECTION FIVE

SHEET
1
OF
3

ZWA PLAT No.
13-1009-01

PRESIDENTIAL MEADOWS SECTION FIVE

SCALE: 1" = 100'
APRIL 2013
TRAVIS COUNTY, TEXAS

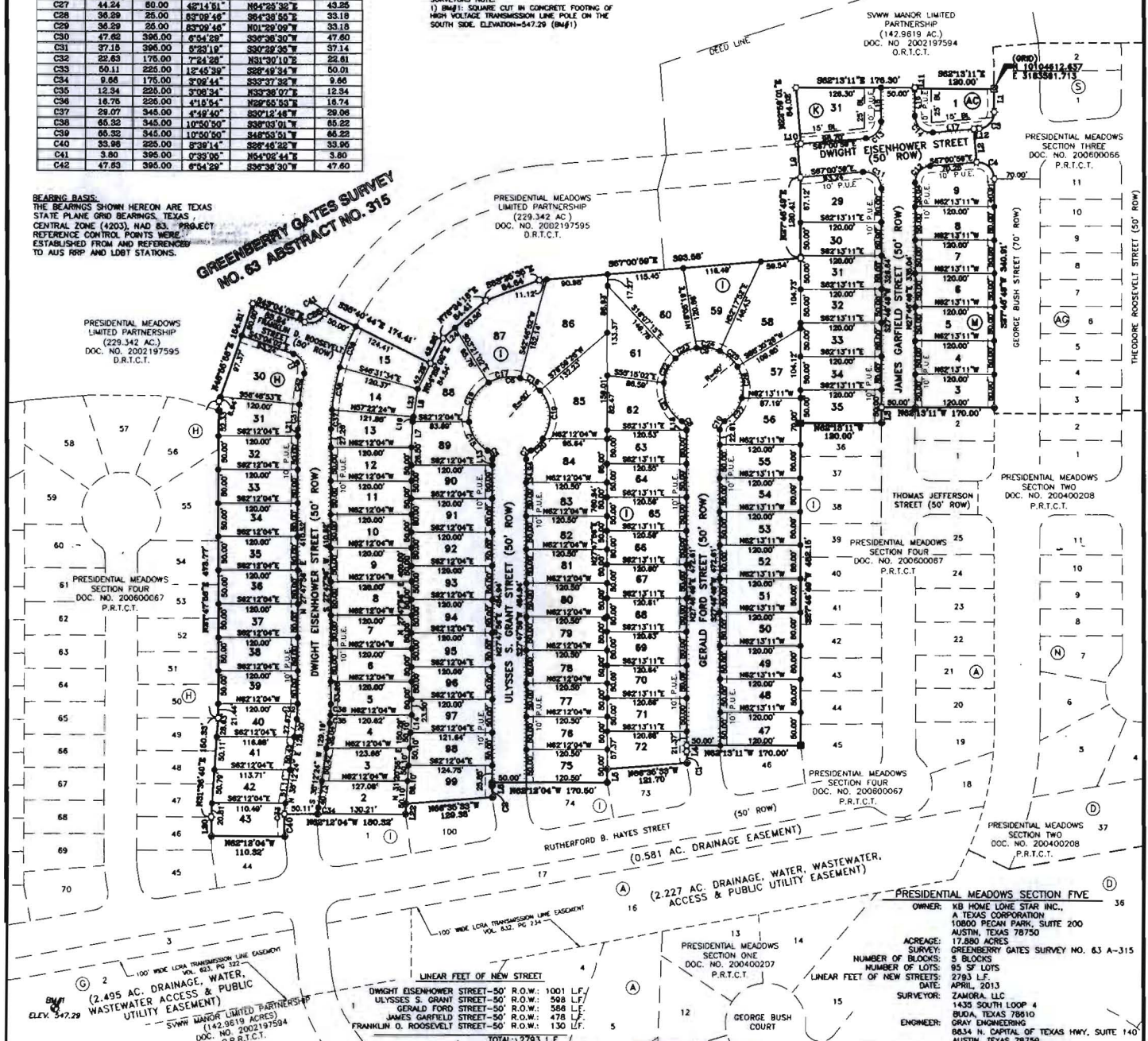
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	17.17	225.00	4°22'28"	S82°35'36"W	17.17
C2	17.84	225.00	4°23'29"	S82°36'11"W	17.84
C3	37.18	225.00	8°52'12"	N77°22'54"E	33.84
C4	41.36	225.00	8°47'48"	N77°37'08"E	36.80
C5	15.12	15.00	87°48'08"	S87°48'08"W	14.49
C6	309.49	60.00	89°32'17"	N62°12'04"E	64.00
C7	15.12	15.00	87°48'08"	S87°48'08"W	14.49
C8	15.12	15.00	87°48'08"	S87°48'08"W	14.49
C9	309.49	60.00	89°32'17"	N62°12'04"E	64.00
C10	15.12	15.00	87°48'08"	S87°48'08"W	14.49
C11	41.36	225.00	8°47'48"	N77°37'08"E	36.80
C12	37.18	225.00	8°52'12"	N77°22'54"E	33.84
C13	37.18	225.00	8°52'12"	N77°22'54"E	33.84
C14	41.36	225.00	8°47'48"	N77°37'08"E	36.80
C15	52.96	90.00	50°33'42"	S04°41'22"E	51.25
C16	69.18	90.00	49°03'29"	S05°36'53"E	65.41
C17	45.31	60.00	48°07'54"	S07°37'14"E	47.01
C18	35.82	60.00	34°12'33"	N37°06'51"E	35.29
C19	78.13	60.00	74°36'40"	N24°17'46"E	72.73
C20	25.10	60.00	23°57'59"	N73°38'06"E	24.91
C21	67.79	90.00	54°44'17"	S02°22'49"E	64.24
C22	40.98	90.00	39°07'48"	S04°18'52"E	40.19
C23	35.82	60.00	34°12'33"	N37°06'51"E	35.29
C24	35.82	60.00	34°12'33"	N37°06'51"E	35.29
C25	35.82	60.00	34°12'33"	N37°06'51"E	35.29
C26	49.00	60.00	46°47'40"	N18°54'18"E	47.65
C27	44.24	60.00	42°14'51"	N04°28'32"E	43.25
C28	35.89	25.00	63°09'48"	S04°38'58"E	33.18
C29	34.29	25.00	62°02'46"	R01°28'06"E	33.18
C30	47.62	305.00	6°54'29"	S02°38'35"E	47.60
C31	37.18	395.00	6°23'19"	S02°38'35"E	37.14
C32	22.63	175.00	7°24'28"	N51°30'10"E	22.61
C33	50.11	225.00	12°45'39"	S82°48'34"W	50.01
C34	9.86	175.00	3°02'44"	S33°37'33"E	9.86
C35	12.34	225.00	3°08'34"	N33°38'07"E	12.34
C36	18.75	225.00	4°18'54"	N33°38'07"E	18.74
C37	28.07	345.00	4°49'40"	S02°13'45"E	28.06
C38	65.32	345.00	10°50'50"	S08°03'01"E	65.22
C39	65.32	345.00	10°50'50"	S08°03'01"E	65.22
C40	33.98	225.00	8°39'14"	S02°48'32"E	33.90
C41	3.80	395.00	0°23'00"	N54°02'44"E	3.80
C42	47.63	395.00	6°04'29"	S02°38'30"E	47.60

LINE	BEARING	DISTANCE
L1	S27°45'48"W	34.80
L2	S22°59'01"W	60.00
L3	S27°45'48"W	23.35
L4	S27°45'48"W	9.58
L5	S27°45'48"W	20.46
L6	S27°45'48"W	5.00
L7	N30°00'28"E	36.63
L8	N30°00'28"E	48.97
L9	N22°59'01"E	60.00
L10	S27°45'48"W	4.92
L11	S27°45'48"W	1.56
L12	N67°00'59"E	8.39
L13	N27°47'56"E	9.09
L14	N51°20'55"E	28.55
L15	N27°45'48"E	50.72
L16	S27°45'48"E	40.88
L17	S27°45'48"E	61.85
L18	N27°45'48"E	1.24
L19	N30°00'28"E	7.82
L20	N28°30'33"E	28.25
L21	N28°30'33"E	10.52
L22	S31°20'35"E	18.24
L23	N58°30'28"E	42.32
L24	N78°21'18"E	53.65

SURVEYORS NOTE:
1) 8x11" SQUARE CUT IN CONCRETE FOOTING OF HIGH VOLTAGE TRANSMISSION LINE POLE ON THE SOUTH SIDE OF DRAINAGE (8x11")

BEARING BASIS:
THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS, TEXAS CENTRAL ZONE (4203), NAD 83. PROJECT REFERENCE CONTROL POINTS WERE ESTABLISHED FROM AND REFERENCED TO AUS RRP AND LOT STATIONS.

GREENBERRY GATES SURVEY NO. 63 ABSTRACT NO. 315



PROJECT: PRESIDENTIAL MEADOWS SEC 5 JOB NUMBER: 13-1009-01 DATE: APRIL 2013 SCALE: 1" = 100' SURVEYOR: TERRELL TECHNICIAN: SEGURA DRAWING: SHEET-REV-SECS.DWG FIELD NOTES: PARTY CHIEF: TERRELL FIELD BOOKS:	<p>Zamora, LLC. Professional Land Surveyors 1435 South Loop 4 • Buda, Texas 78610 Telephone: (512) 295-6201 • Fax: (512) 295-6091</p>	PROJECT NO.: * FILE NO.: * DATE: APRIL 2013 SCALE: 1" = 100' DESIGNED BY: * DRAWN BY: * CHECKED BY: JH REVIEWED BY: * <p>8334 N. Capital of Texas Highway Austin, Texas 78739 Suite 140 PHONE (512) 452-0371 FAX (512) 454-9693 TYPE PRINT #29-46</p>	SHEET 2 OF 3 ZWA PLAT No. 13-1009-01
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PRESIDENTIAL MEADOWS SECTION FIVE

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT KB HOME LONE STAR INC., A TEXAS CORPORATION, ACTING HEREIN BY AND THROUGH JOHN ZINSMEYER, ITS VICE PRESIDENT, BEING THE OWNER OF 17 ACRES OF LAND A PART OF THE GREENBERRY GATES SURVEY NO. 63, A-315, SITUATED IN TRAVIS COUNTY, TEXAS, AND CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013189064 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 17.880 ACRES OF LAND PURSUANT TO CHAPTER 212 AND 232, TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

PRESIDENTIAL MEADOWS SECTION FIVE

AND DOES HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 24th DAY OF OCTOBER, 2013, A.D.

BY: KB HOME LONE STAR INC.
A TEXAS CORPORATION
10800 PECAN PARK BLVD., SUITE 200
AUSTIN, TEXAS 78750

BY: John Zinsmeyer
JOHN ZINSMEYER, VICE PRESIDENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER, VICE PRESIDENT FOR KB HOME LONE STAR CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 24th DAY OF October, 2013, A.D.

Laurie Lee Lara
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Laurie L. Lara MY COMMISSION EXPIRES ON 12/17/14
PRINTED NAME OF NOTARY



GENERAL NOTES:

- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF MANOR.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO ALL DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF MANOR FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
- THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
- NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE.
- WATER AND WASTEWATER SERVICE TO THIS TRACT WILL BE PROVIDED BY COTTONWOOD CREEK MUNICIPAL UTILITY DISTRICT NO. 1, (METRO H2O).
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION HAS BEEN MADE TO THE COTTONWOOD CREEK MUNICIPAL UTILITY DISTRICT NO. 1 (METRO H2O) WATER AND WASTEWATER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- IN ADDITION TO THE EASEMENTS SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY ON ALL LOTS IN THIS SUBDIVISION.
- THE OWNERS/SUBDIVIDERS, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNERS/DEVELOPERS OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNERS/SUBDIVIDERS TO ENSURE ALL SIDEWALKS ARE A.D.A. COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING A.D.A. REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
- THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THIS SUBDIVISION IS RECORDED IN DOCUMENT NO. 2013189063 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

I, JOHN D. HINES, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY ATTEST:

FLOOD PLAN AND DRAINAGE EASEMENT NOTES:

1. THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) # 48453C 0485H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008, COMMUNITY #481026.

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAT SUBMITTED HERewith; THAT ALL INFORMATION SHOWN THEREON IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLIES WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

WITNESS MY HAND THIS 23RD DAY OF OCTOBER, 2013, A.D.

John D. Hines
JOHN D. HINES, REGISTERED PROFESSIONAL ENGINEER NO. 96891
GRAY & ASSOCIATES, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN TEXAS 78759



I, Rita Jonse, MAYOR OF THE CITY OF MANOR, TEXAS, DO HEREBY CERTIFY THIS PLAT IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MANOR, TEXAS. THE CITY OF MANOR, TEXAS DOES NOT HAVE JURISDICTIONAL REVIEW AND APPROVAL AUTHORITY FOR THIS PLAT DUE TO HOUSE BILL 1704.

Rita Jonse
RITA JONSE, MAYOR, CITY OF MANOR, TEXAS
DATE 11/4/13

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON

THE _____ DAY OF _____, 2013, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 2013, A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: DEPUTY

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2013, A.D.,

AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 2013, A.D., AT _____ O'CLOCK _____ M., PLAT RECORDS

OF TRAVIS COUNTY, TEXAS IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2013, A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: DEPUTY

I, BRIAN K. TERRELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS COMPLETE, TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL NECESSARY MONUMENTS ARE IN PLACE.

Brian K. Terrell
BRIAN K. TERRELL, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5604
STATE OF TEXAS
ZAMORA, L.L.C.
1435 SOUTH LOOP 4
BUDA, TEXAS 78810
PHONE: (512) 295-6201 FAX: (512) 295-6091

OCT. 23, 2013
DATE



PROJECT: PRESIDENTIAL MEADOWS SEC. 5
JOB NUMBER: 13-1009-01
DATE: APRIL, 2013
SCALE: 1"=100'
SURVEYOR: TERRELL
TECHNICIAN: SEGURA
DRAWING: SHEET-REV-SCCS.DWG
FIELDNOTES:
PARTYCHIEF: TERRELL
FIELDBOOKS:

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4 • Buda, Texas 78810
Telephone: (512) 295-6201 • Fax (512) 295-6091

PROJECT NO: *
FILE NO:
DATE: APRIL 2013
SCALE: 1" = 100'
GRAY ENGINEERING

DESIGNED BY:
DRAWN BY:
CHECKED BY: JH
REVISED BY:
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-6971
FAX(512)454-9833
T/PE FRM 62946

PRESIDENTIAL MEADOWS SECTION FIVE

SHEET
3
OF
3
ZWA PLAT No.
13-1009-03

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between KB HOME Lone Star Incorporated, (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 "Presidential Meadows, Section Five" (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 County Executive 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 County Executive notifies the Subdivider must be corrected, the County Executive 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 County Executive 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: KB HOME Lone Star Incorporated, a Texas Corporation
10800 Pecan Park, Suite 200
Austin, Texas 78750
Attn: John Zinsmeyer

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

Date:



By:
Name: John Zinsmeyer
Title: Vice President
Authorized Representative
Date: 10/10/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10th day of October, 2011, by John Zinsmeyer, in the capacity stated herein.

Signature of Notary

Laurie L. Lara



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

DESCRIPTION OF A 17.880 ACRE TRACT OF LAND SITUATED IN THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN 142.9619 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO SVWW MANOR LIMITED PARTNERSHIP, DATED OCTOBER 17, 2002 OF RECORD IN DOCUMENT NO. 2002197594 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 229.342 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO PRESIDENTIAL MEADOWS LIMITED PARTNERSHIP, OF RECORD IN DOCUMENT NO. 2002197595 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 17.880 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found for the northeast corner of Lot 2, Block M, Presidential Meadows, Section Four, a subdivision of record in Document Number 200600067 of the Official Public Records of Travis County, Texas, and being in the west line of George Bush Street, a 70' right-of-way, dedicated by Presidential Meadows, Section Three, a subdivision of record in Document Number 200600066 of the Official Public Records of Travis County, Texas;

THENCE, departing the west line of said George Bush Street, and with the north line of said Presidential Meadows, Section Four, common with the south and west lines of the herein described tract, the following twenty (20) courses and distances:

- 1) **N 62°13'11" W**, for a distance of **170.00 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 2) **S 27°46'49" W**, for a distance of **23.35 feet** to a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found,
- 3) **N 62°13'11" W**, for a distance of **120.00 feet** to a 4" x 4" wood fence post found,
- 4) **S 27°46'49" W**, for a distance of **482.15 feet** to a 4" x 4" wood fence post found,
- 5) **N 62°13'11" W**, for a distance of **170.00 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 6) **S 27°46'49" W**, for a distance of **9.56 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the beginning of a curve to the left,
- 7) **17.17 feet** along the arc of said curve to the left, having a radius of **225.00 feet**, a central angle of **04°22'22"**, and a chord bearing and distance of **S 25°35'38" W**, **17.17 feet** to a

- 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found at the end of said curve,
- 8) **N 66°35'33" W**, for a distance of **121.70 feet** to a 1/2" iron rod with plastic cap stamped "LANDMARK SURVEYING" found,
 - 9) **S 27°47'56" W**, for a distance of **20.46 feet** to a 1/2" iron rod found,
 - 10) **N 62°12'04" W**, for a distance of **170.50 feet** to a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found,
 - 11) **S 27°47'56" W**, for a distance of **5.00 feet** to a 1/2" iron rod found at the beginning of a curve to the left,
 - 12) **17.24 feet** along the arc of said curve to the left, having a radius of **225.00 feet**, a central angle of **04°23'29"**, and a chord bearing and distance of **S 25°36'11" W, 17.24 feet** to a 1/2" iron rod with cap stamped "ZWA" found at the end of said curve,
 - 13) **N 66°35'33" W**, for a distance of **129.38 feet** to a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found,
 - 14) **S 31°20'55" W**, for a distance of **15.54 feet** to a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found,
 - 15) **N 62°12'04" W**, for a distance of **180.32 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the beginning of a curve to the left,
 - 16) **33.98 feet** along the arc of said curve to the left, having a radius of **225.00 feet**, a central angle of **08°39'14"**, and a chord bearing and distance of **S 26°46'22" W, 33.95 feet** to a 1/2" iron rod with plastic cap stamped "LANDMARK SURVEYING" found at the end of said curve,
 - 17) **N 62°12'04" W**, for a distance of **110.32 feet** to a 1/2" iron rod with plastic cap stamped "G&R SURVEYING" found,
 - 18) **N 26°30'33" E**, for a distance of **29.25 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
 - 19) **N 31°36'40" E**, for a distance of **150.33 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set, and
 - 20) **N 27°47'56" E**, for a distance of **459.59 feet** to a 1/2" iron rod with plastic cap stamped "ZWA" found for the northeast corner of Lot 56, Block H of said Presidential Meadows, Section Four;

THENCE, departing the north line of said Presidential Meadows Section Four, and over and across said 229.342 acre tract, continuing with the west and north lines of the herein described tract, the following six (6) courses and distances:

- 1) **N 27°47'56" E**, for a distance of **14.18 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 2) **N 46°55'58" E**, for a distance of **154.31 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 3) **S 43°04'02" E**, for a distance of **83.24 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the beginning of a curve to the left,
- 4) **36.29 feet** along the arc of said curve to the left, having a radius of **25.00 feet**, a central angle of **83°09'46"**, and a chord bearing and distance of **S 84°38'55" E**, **33.18 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at a point of reverse curvature to the right,
- 5) **3.80 feet** along the arc of said curve to the right, having a radius of **395.00 feet**, a central angle of **00°33'05"**, and a chord bearing and distance of **N 54°02'44" E**, **3.80 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the end of said curve, and
- 6) **S 35°40'44" E**, for a distance of **174.41 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the intersection of the south line of said 229.342 acre tract, common with the north line of said 142.9619 acre tract and the north line of the herein described tract;

THENCE, with said common line, and continuing with the north line of the herein described tract, the following four (4) courses and distances:

- 1) **N 54°22'02" E**, for a distance of **42.26 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 2) **N 76°24'18" E**, for a distance of **84.41 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 3) **S 83°25'35" E**, for a distance of **84.64 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set, and
- 4) **S 67°00'59" E**, for a distance of **188.87 feet** to an angle point in said common line,

THENCE, departing said common line, and continuing with the north line of the herein described tract, the following eight (8) courses and distances:

- 1) **S 67°00'59" E**, for a distance of **204.71 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,

- 2) **N 27°46'49" E**, for a distance of **120.41 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 3) **N 22°59'01" E**, for a distance of **50.00 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 4) **S 67°00'59" E**, for a distance of **4.92 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 5) **N 22°59'01" E**, for a distance of **84.02 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 6) **S 62°13'11" E**, for a distance of **176.30 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 7) **S 27°46'49" W**, for a distance of **1.66 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set, and
- 8) **S 62°13'11" E**, for a distance of **120.00 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set in concrete at the intersection of the aforementioned west line of George Bush Street, common with the west line of said Presidential Meadows Section Three;

THENCE, with the west line of said George Bush Street, common with the east line of the herein described tract, the following six (6) courses and distances:

- 1) **S 27°46'49" W**, for a distance of **34.80 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the beginning of a curve to the right,
- 2) **37.18 feet** along the arc of said curve to the right, having a radius of **25.00 feet**, a central angle of **85°12'12"**, and a chord bearing and distance of **S 70°22'55" W**, **33.84 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the end of said curve,
- 3) **N 67°00'59" W**, for a distance of **8.39 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set,
- 4) **S 22°59'01" W**, for a distance of **50.00 feet** to a 5/8" iron rod with plastic cap stamped "ZWA" set at the beginning of a curve to the right,
- 5) **41.36 feet** along the arc of said curve to the right, having a radius of **25.00 feet**, a central angle of **94°47'48"**, and a chord bearing and distance of **S 19°37'05" E**, **36.80 feet** to a 1/2" iron rod with cap set at the end of said curve, and

