

AGENDA ITEM 20

Discuss and consider acceptance of 21.271 acres of land from North Austin MUD No. 1, for Lake Creek mitigation.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To accept of 21.271 acres of land from North Austin MUD No. 1, for Lake Creek mitigation.

Vote: **5 - 0**

< Attachment >



DEED

2004027021

18 PGS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS: THAT

COUNTY OF WILLIAMSON

§

NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1, a body politic and corporate and a governmental agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution ("Grantor"), for and in consideration of the sum of \$10.00 and other valuable consideration to Grantor in hand paid by Williamson County, Texas ("Grantee"), whose mailing address is 710 Main Street, Second Floor, Georgetown, Texas 78626, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, restrictions, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements of Grantor thereon, if any (the "Property"), to-wit:

That certain real property in Williamson County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, rights of way, leases, reservations, mineral severances, covenants, conditions, restrictions and other matters which affect the Property and which are recorded in any public records or which are visible or apparent on the ground; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or exist by reason of any regulatory, governmental, or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature ("Governmental Authorities"); (c) all riparian rights, water rights, access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any Governmental Authorities, the public generally or any persons or entities; (d) all prescriptive rights, discrepancies, conflicts, shortages in area, encroachments or overlapping of improvements, and all rights of adjoining landowners in or to any water quality ponds and related improvements, walls, fences or other improvements of any kind or nature situated on or across any common boundary; (e) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all taxes and assessments for prior years due to change in land usage or ownership, and all liens securing the payment of any of the foregoing; and (f) all reservations, mineral severances, restrictions, covenants, conditions, and other matters set forth herein. By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years, and for any

assessments for the current and any prior years which arise on or after the date of this deed due to change in usage or ownership of the Property, and for any assessments for the current and any prior years which arise on or after the date of this deed due to any change in usage or ownership of the Property (including without limitation any "rollback" or other additional taxes payable under the terms of Section 23.46 or Section 23.55 of the Texas Tax Code, as amended, or any similar laws).

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY OR THE ANTICIPATED INCOME TO BE DERIVED FROM THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEVELOPMENT POTENTIAL OF THE PROPERTY, THE STATUS OF GOVERNMENTAL APPROVALS OR UTILITY COMMITMENTS WITH RESPECT TO THE PROPERTY, THE ANTICIPATED DENSITIES WHICH MAY BE OBTAINED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, OR ANY OTHER SIMILAR MATTERS, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (H) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTOR WITH RESPECT TO THE PROPERTY HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR; THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS

TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND THAT GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTOR AND GRANTEE EXPRESSLY CONFIRM AND AGREE THAT THE PURCHASE PRICE PAID BY GRANTEE TO GRANTOR FOR THE PROPERTY HAS BEEN ADJUSTED AND AGREED UPON BY GRANTEE AND GRANTOR IN PART AS A RESULT OF GRANTEE'S AGREEING TO PURCHASE THE PROPERTY IN ITS CURRENT CONDITION, AND SUBJECT TO THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN.


Grantor hereby expressly excepts and excludes from the conveyance to Grantee under this Special Warranty Deed (and reserves for the sole and exclusive use of Grantor and Grantor's successors and/or assigns, forever) an easement (the "Retained Easement") over and across that certain portion of the Property which is described on Exhibit "B" attached hereto and incorporated herein by reference (the "Retained Easement Area"). The Retained Easement Area, or a portion of the Retained Easement Area, is to be dedicated in perpetuity as a stream and riparian mitigation area associated with the construction of the Lake Creek Channelization Project. The Retained Easement Area shall not be disturbed except by those USACE-approved activities that would not adversely affect the intended extent, condition, and function of the mitigation area, provided, however, routine drainage maintenance to remove silt accumulation and repair erosion is specifically allowed for preservation of the natural status of the area. The Retained Easement Area may also be utilized for the construction and maintenance of a hike and bike trail so long as said activity does not prevent the establishment of a stream and riparian area. Disturbance of the Retained Easement Area may require Department of the Army authorization.

The Property is hereby restricted to use by Grantee as dedicated public parkland solely for flood control purposes, conservation uses, passive recreational uses such as nature trails and hike and bike trails, and underground utilities (the "Permitted Uses"). No buildings or other structures may be placed by Grantee within the Property; no exterior lighting may be placed within the Property; and the use and/or improvement of the Property for organized recreational games, vehicular parking or any other purposes not specifically and directly related to the Permitted Uses is strictly prohibited. If the Property is ever utilized for any purpose other than the Permitted Uses or if any of the foregoing restrictions is violated at any time, then Grantor may (in addition to any other rights or remedies which may be available to Grantor at law or in equity) deliver a written notice to Grantee demanding that all uses which are not Permitted Uses cease and/or that any violations of the foregoing restrictions cease and the effects thereof be remedied, and if Grantee does not comply with any such demand within thirty (30) days after the delivery of the notice in which such demand is made and/or if Grantee does not continue such compliance at all times thereafter, then and in any such event Grantor may, at Grantor's option and election, recover title to the Property by delivering to Grantee an additional notice (the "Reverter Notice") pursuant to which Grantor revokes this deed and notifies Grantee of Grantor's exercise of Grantor's right to recover title to the Property. If Grantor exercises Grantor's right and option to recover title to the Property by delivering the Reverter Notice to Grantee, then: (i) the Property shall immediately revert to and vest in Grantor, free and clear of

any claims whatsoever of Grantee and/or any party claiming by, through or under Grantee (including without limitation, any claims by the holders of any liens or encumbrances granted by Grantee or any person claiming by, through or under Grantee); (ii) the conveyance under this deed shall be null and void; (iii) Grantor shall be entitled to record in the Real Property Records of Williamson County, Texas, an instrument confirming that title to the Property has reverted to Grantor; and (iv) Grantor shall have the right to immediately repossess the Property without the need of any court action. Thereafter, Grantee shall, upon demand, execute, acknowledge and deliver to Grantor any and all instruments that may be requested by Grantor to evidence the reversion of the Property to Grantor. In the event Grantee shall fail or neglect to execute, acknowledge and deliver any such instrument within ten (10) days following written demand therefor, then Grantor shall, in addition to any other remedies Grantor may have, have the right, as the agent and attorney-in-fact of Grantee, to execute, acknowledge and deliver such instrument for and on behalf of Grantee, and Grantee hereby irrevocably nominates, constitutes and appoints Grantor as Grantee's proper and legal agent and attorney-in-fact for such purposes. The power of attorney granted under this deed is and shall be coupled with an interest. The restrictions and rights of reversion set forth in this paragraph are referred to in this deed collectively as the "Reverter". Grantee expressly understands, acknowledges and by acceptance of this deed agrees that the Reverter: (i) shall be considered a "covenant running with the land"; (ii) shall bind Grantee, Grantee's successors and assigns and all present and future owners of the Property; (iii) shall inure to the benefit of and may be enforced by Grantor or Grantor's successors or assigns; and (iv) may be modified only with the written consent of Grantor or Grantor's successors or assigns which is acknowledged and recorded in the Real Property Records of Williamson County, Texas. Except for an express written waiver of the Reverter, no act or omission on the part of Grantor or Grantor's successors or assigns shall be or be construed to be a waiver of the operation or enforcement of the Reverter.

EXECUTED AND DELIVERED by Grantor and accepted by Grantee effective as of the dates set forth hereinbelow.

NORTH AUSTIN MUNICIPAL UTILITY
DISTRICT NO. 1, a body politic and corporate
and a governmental agency of the State of
Texas, organized pursuant to the provisions of
Article XVI, Section 59 of the Texas
Constitution

By: 
Printed Name: Terry Rippert
Title: President, Board of
Directors

RECEIVED, ACCEPTED AND AGREED
TO BY GRANTEE:

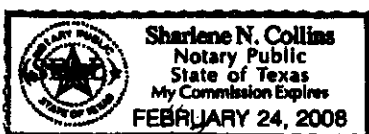
WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler 4-6-04
John Doerfler, County Judge

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 17 day of March, 2004
by Terry Rippstein, President
North Austin Municipal Utility District No. 1, a body politic and corporate and governmental
agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of
the Texas Constitution.



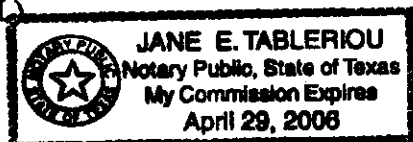
[Signature]
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 6th day of April, 2004 by
John Doerfler, County Judge of Williamson County, Texas.

(SEAL)



[Signature]
Notary Public Signature



K.C. ENGINEERING, INC.

AUSTIN • TAYLOR • MARBLE FALLS

1801 SOUTH MOPAC EXPRESSWAY, SUITE 150
AUSTIN, TEXAS 78746
OFFICE 512.308.8585 FAX 512.330.0737
www.kcengineering.com

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 21.271 ACRES OF LAND, SURVEYED BY K.C. ENGINEERING, INC., OUT OF THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A REMAINDER OF A 347.13 ACRE TRACT OF LAND DESCRIBED IN DEED TO AUSTIN WHITE LIME, LTD. OF RECORD IN VOLUME 682, PAGE 907 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch rebar found in the existing curving south right-of-way line of Farm Market Highway No. 734 (F.M. 734) (200' R-O-W) (also called Parmer Lane) for northeast corner of Lot 5, Block A of Jefferson Center Subdivision, a subdivision of record in Cabinet T, Slide 107 of the Plat Records of Williamson County, Texas;

THENCE along said existing south right-of-way line of said F.M. 734 the following two (2) courses:

1. Along a curve to the left having a radius of 2394.21 feet, a delta angle of $16^{\circ}18'35''$, a length of 681.54 feet and a chord which bears South $47^{\circ}45'52''$ East a distance of 679.24 feet to a 1/2 inch rebar found 100.00 feet right of and at right angles to Engineer's Centerline P.T. Station 357+95.15 of F.M. 734 for a point of tangency from which a Type II Highway ROW Monument found 100.00 feet left of and at right angles to Engineer's Centerline P.T. Station 357+95.15 of F.M. 734 bears North $34^{\circ}04'51''$ East a distance of 200.00 feet;
2. South $55^{\circ}55'09''$ East a distance of 37.30 feet (record: South $55^{\circ}55'09''$ East) to 1/2 inch iron rebar set, from which a 1/2 inch rebar in concrete found for a point of curvature 100.00 feet right of and at right angles to Engineer's Centerline P.C. Station 361+86.39 of F. M. 734 from which a Type II Highway ROW Monument found 100.00 feet left of and at right angles to Engineer's Centerline P.C. Station 361+86.39 of F.M. 734 bears South $55^{\circ}55'09''$ East a distance of 353.24 feet;

THENCE South $22^{\circ}20'51''$ West crossing the portion of said remainder a distance of 305.88 feet to a 1/2 inch rebar found for the northwest corner of Lot 46, Block A of Milwood Section Forty - B, a subdivision of record in Cabinet Q, Slide 61 of the Plat Records of Williamson County, Texas;

EXHIBIT A

THENCE South 34°04'36" West with the west line of Lots 42 through 46 of Block A of Milwood Section Forty - B a distance of 388.94 feet (record South 34°04'00" West a distance of 388.98 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 42, Block A of Milwood Section Forty - B;

THENCE South 52°03'49" West with the west line of Lots 39 through 42 of Block A of Milwood Section Forty - B a distance of 126.08 feet (record South 52°07'34" West a distance of 126.04 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 39, Block A of Milwood Section Forty - B;

THENCE South 24°50'22" West with the west line of Lots 35 through 39 of Block A of Milwood Section Forty - B a distance of 191.75 feet (record South 24°47'38" West a distance of 191.75 feet) to a 1/2 inch rebar with plastic cap set for and angle point in the west line of Lot 35, Block A of Milwood Section Forty - B;

THENCE South 24°42'12" West with the west line of Lots 30 through 35 of Block A of Milwood Section Forty - B a distance of 254.40 feet (record South 24°45'17" West a distance of 254.21 feet) to a 1/2 inch rebar found for southwest corner of Lot 30 and the northwest corner of Lot 29, Block A of Milwood Section Forty - A, a subdivision of record in Cabinet P, Slide 167 of the Plat Records of Williamson County, Texas;

THENCE South 24°38'17" West with the west line of said Lot 29 a distance of 32.75 feet (record South 24°48'01" West a distance of 32.86 feet) to a nail in concrete found for an angle point in the west line of Lot 29;

THENCE South 36°58'00" West with the west line of Lots 26 through 29 of Block A of Milwood Section Forty - A, a distance of 120.92 feet (record South 37°12'59" West a distance of 120.81 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 26, Block A of Milwood Section Forty - A;

THENCE South 45°53'14" West with the west line of Lots 24 through 26 of Block A of Milwood Section Forty - A, a distance of 89.74 feet (record South 45°20'56" West a distance of 90.00 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 24, Block A of Milwood Section Forty - A;

THENCE South 54°59'11" West with the west line of Lots 21 through 24 of Block A of Milwood Section Forty - A, a distance of 176.36 feet (record South 55°06'57" West a distance of 175.83 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 21, Block A of Milwood Section Forty - A;

THENCE South 08°58'52" West with the west line of Lot 21, Block A of Milwood Section Forty - A, a distance of 249.10 feet (record South 09°18'22" West a distance of 249.46 feet) to a 1/2 inch rebar found for southwest corner of Lot 21 and the northwest corner of Lot 20, Block A of Milwood Section Forty - A;

THENCE South 29°19'12" East with the west line of Lots 20 through 14 of Block A of Milwood Section Forty - A, a distance of 377.77 feet to a 1/2 inch rebar with plastic cap set for northernmost corner of a 0.531 acre tract described in deed to Williamson County of

record in Document No. 2000057517 of the Official Records of Williamson County, Texas from which a 1/2 inch rebar found for the southwest corner of Lot 14 and northwest corner of Lot 13 bears South 29°19'12" East a distance of 20.00 feet;

Thence with the northwest line of the said 0.531 acres the following four (4) courses:

1. South 66°45'25" West a distance of 51.95 feet (record South 66°50'04" West a distance of 51.81 feet) to a 1/2 inch rebar with plastic cap set;
2. South 45°12'13" West a distance of 41.59 feet (record South 45°13'57" West a distance of 41.59 feet) to a 1/2 inch rebar with plastic cap set;
3. South 27°06'50" West a distance of 168.57 feet (record South 27°08'26" West a distance of 168.57 feet) to a 1/2 inch rebar with plastic cap set;
4. South 32°13'56" East a distance of 31.64 feet (record South 32°10'05" East a distance of 31.65 feet) to a 1/2 inch rebar with plastic cap set in the north line of Lot 92, Block A of Milwood Section Forty - A;

THENCE South 60°50'59" West with the north line of Lot 92 a distance of 192.93 feet to a 1/2 inch rebar with plastic cap set in the east line of a 1047 square feet tract described in deed To Williamson County of record in Document No. 2000057516 of the Official Records of Williamson County, Texas;

THENCE with the east and north lines of the said 1047 square feet tract the following three (3) courses:

1. North 01°29'52" West a distance of 5.30 feet to a 1/2 inch rebar with plastic cap set;
2. South 65°42'30" West a distance of 101.76 feet (record South 65°42'30" West a distance of 101.76 feet) to a 1/2 inch rebar with plastic cap set;
3. South 34°47'05" West a distance of 18.43 feet to a 1/2 inch rebar with plastic cap set in the north line of Lot 92, Block A of Milwood Section Forty - A;

THENCE with the north line of Lot 92, Block A of Milwood Section Forty - A, along a curve to the right having a radius of 930.00 feet, a delta angle of 02°47'20", a length of 45.27 feet and a chord which bears South 68°29'11" West a distance of 45.26 feet to a 1/2 inch rebar with plastic cap set;

THENCE South 68°37'09" West continuing with the north line of Lot 92, Block A of Milwood Section Forty - A, a distance of 4.46 feet to a 1/2 inch rebar with plastic cap set in the west line of the said 347.13 acres and the east line of Lot 1, Block B of Ganzert Park 1, a subdivision of record in Cabinet F, Slide 47 of the Plat Records of Williamson County, Texas;

THENCE North 06°24'10" East with the west line of the 347.13 acres and the east line of Lots 1 through 10 of Block B of said Ganzert Park 1 a distance of 732.52 feet (record North 08°18'44" East a distance of 732.53 feet) to a 1/2 inch rebar in concrete found for the northeast corner of Lot 10 and the southeast corner of Lot 11 of Block B, Ganzert Park 1;

THENCE North 18°21'58" East with the west line of the 347.13 acres and the east line of Lot 11, Block B of Ganzert Park 1 a distance of 71.63 feet (record North 20°22'21" East a distance of 71.33 feet) to a 1/2" iron rebar found for the northeast corner of said Lot 11 and the southeast corner of said Lot 5, Block A of Jefferson Center Subdivision from which a 1/2 inch rebar found for the northwest corner of Lot 11 bears North 82°54'30" West a distance of 117.41 feet (record North 80°54'42" West a distance of 117.62 feet);

THENCE North 18°35'52" East with the west line of the 347.13 acres and the east line of said Lot 5, Block A of Jefferson Center Subdivision a distance of 664.52 feet (record North 18°36'31" East a distance of 664.52 feet) to a 1/2 inch rebar with plastic cap set;

THENCE North 20°41'29" West continuing with the west line of the 347.13 acres and the east line of said Lot 5 a distance of 134.67 feet (record North 20°40'49" West a distance of 134.67 feet) to a 1/2 inch rebar with plastic cap set;

THENCE leaving the west line of the 347.13 acres and continuing with the east line of Lot 5 the following five (5) courses:

1. North 37°19'42" East a distance of 613.23 feet (record North 37°20'20" East a distance of 613.23 feet) to a P-K nail set;
2. North 01°34'37" West a distance of 335.50 feet (record North 01°34'14" West a distance of 335.43 feet) to a 1/2 inch rebar found;
3. North 52°33'17" East a distance of 217.78 feet (record North 52°38'02" East a distance of 218.01 feet) to a 1/2 inch rebar found;
4. North 35°43'36" West a distance of 311.19 feet (record North 35°42'13" West a distance of 311.02 feet) to a 1/2 inch rebar with plastic cap set;

5. North $48^{\circ}16'41''$ East a distance of 92.21 feet (record North $48^{\circ}18'00''$ East a distance of 92.40 feet) to the POINT OF BEGINNING.

This parcel contains 21.271 acres of land, more or less, out of the Malcom M. Hornsby Survey, Abstract No. 280, in Williamson County, Texas. Description prepared from an on-the-ground survey made during April, 2002 All bearings are based on the east right-of-way line of F.M. 734 (Parmer Lane) between P.T. Station 357+95.15 and P.C. Station 344+25.06.


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

May 31, 2002
Date



Project Number: 438-01

Attachments: Survey Drawing L:\CHTX\25AC-Parmer Lane\dwg\4383101.DWG

L:\chtx\25AC-Parmer Lane\FNOTES\4383101.doc

Created on 05/31/2002

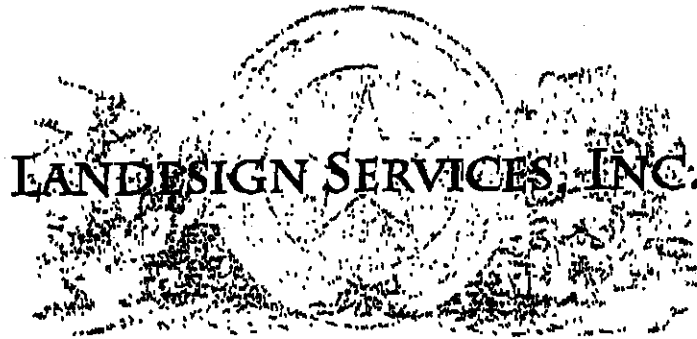


EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 5.446 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A REMAINDER OF A 347.13 ACRE TRACT OF LAND DESCRIBED IN DEED TO AUSTIN WHITE LIME, LTD. OF RECORD IN VOLUME 682, PAGE 907 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found in the existing curving south right-of-way line of Farm Market Highway No. 734 (F.M. 734) (200' R-O-W) (also called Parmer Lane) for northeast corner of Lot 5, Block A of Jefferson Center Subdivision, a subdivision of record in Cabinet T, Slide 107 of the Plat Records of Williamson County, Texas;

THENCE along said existing south right-of-way line of said F.M. 734 along a curve to the left having a radius of 2394.21 feet, a delta angle of 14°45'14", a length of 616.51 feet and a chord which bears South 46°59'11" East a distance of 614.81 feet to a calculated point for the northeast corner of the herein described tract of land and POINT OF BEGINNING;

THENCE continuing along said existing south right-of-way line of said F.M. 734 along a curve to the left having a radius of 2394.21 feet, a delta angle of 01°33'22", a length of 65.02 feet and a chord which bears South 55°08'29" East a distance of 65.02 feet to a 1/2 inch rebar found 100.00 feet right of and at right angles to Engineer's Centerline P.T. Station 367+95.15 of F.M. 734 for a point of tangency from which a Type II Highway ROW Monument found 100.00 feet left of and at right angles to Engineer's Centerline P.T. Station 357+95.15 of F.M. 734 bears North 34°04'51" East a distance of 200.00 feet;

THENCE South 55°55'09" East a distance of 37.30 feet (record: South 55°55'09" East) to 1/2 inch Iron rebar found, from which a 1/2 inch rebar in concrete found for a point of curvature 100.00 feet right of and at right angles to Engineer's Centerline P.C. Station 361+86.39 of F. M. 734 bears South 55°55'09" East a distance of 353.94 feet;

THENCE South 22°20'51" West crossing the portion of said remainder a distance of 305.88 feet to a 1/2 inch rebar found for the northwest corner of Lot 46, Block A of Milwood Section Forty - B, a subdivision of record in Cabinet Q, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE South 34°04'36" West with the west line of Lots 42 through 46 of Block A of Milwood Section Forty - B a distance of 388.94 feet (record South 34°04'00" West a distance of 388.98 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 42, Block A of Milwood Section Forty - B;

EXHIBIT B

THENCE South 52°03'49" West with the west line of Lots 39 through 42 of Block A of Milwood Section Forty - B a distance of 126.08 feet (record South 52°07'34" West a distance of 126.04 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 39, Block A of Milwood Section Forty - B;

THENCE South 24°50'22" West with the west line of Lots 35 through 39 of Block A of Milwood Section Forty - B a distance of 191.75 feet (record South 24°47'38" West a distance of 191.75 feet) to a 1/2 inch rebar with plastic cap set for and angle point in the west line of Lot 35, Block A of Milwood Section Forty - B;

THENCE South 24°42'12" West with the west line of Lots 30 through 35 of Block A of Milwood Section Forty - B a distance of 254.40 feet (record South 24°45'17" West a distance of 254.21 feet) to a 1/2 inch rebar found for southwest corner of Lot 30 and the northwest corner of Lot 29, Block A of Milwood Section Forty - A, a subdivision of record in Cabinet P, Slide 167 of the Plat Records of Williamson County, Texas;

THENCE South 24°38'17" West with the west line of said Lot 29 a distance of 32.75 feet (record South 24°48'01" West a distance of 32.86 feet) to a nail in concrete found for an angle point in the west line of Lot 29;

THENCE South 36°58'00" West with the west line of Lots 26 through 29 of Block A of Milwood Section Forty - A, a distance of 120.92 feet (record South 37°12'59" West a distance of 120.81 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 26, Block A of Milwood Section Forty - A;

THENCE South 45°53'14" West with the west line of Lots 24 through 26 of Block A of Milwood Section Forty - A, a distance of 89.74 feet (record South 45°20'55" West a distance of 90.00 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 24, Block A of Milwood Section Forty - A;

THENCE South 54°58'11" West with the west line of Lots 21 through 24 of Block A of Milwood Section Forty - A, a distance of 176.36 feet (record South 55°08'57" West a distance of 175.83 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 21, Block A of Milwood Section Forty - A;

THENCE South 08°58'52" West with the west line of Lot 21, Block A of Milwood Section Forty - A, a distance of 249.10 feet (record South 09°18'22" West a distance of 249.46 feet) to a 1/2 inch rebar found for southwest corner of Lot 21 and the northwest corner of Lot 20, Block A of Milwood Section Forty - A;

THENCE South 29°19'12" East with the west line of Lots 20 through 14 of Block A of Milwood Section Forty - A, a distance of 377.77 feet to a 1/2 inch rebar with plastic cap set for northernmost corner of a 0.531 acre tract described in deed to Williamson County of record in Document No. 2000057517 of the Official Records of Williamson County, Texas from which a 1/2 inch rebar found for the southwest corner of Lot 14 and northwest corner of Lot 13 bears South 29°19'12" East a distance of 20.00 feet;

Thence with the northwest line of the said 0.531 acres the following four (4) courses:

EXHIBIT B

1. South 66°45'25" West a distance of 51.95 feet (record South 66°50'04" West a distance of 51.81 feet) to a 1/2 inch rebar found;
2. South 45°12'13" West a distance of 41.59 feet (record South 45°13'57" West a distance of 41.59 feet) to a 1/2 inch rebar found;
3. South 27°06'50" West a distance of 8.91 feet to a calculated point;

Thence crossing through said portion of a remainder of a 347.13 acre tract the following eleven (11) courses:

1. North 29°19'12" West a distance of 423.57 feet to a calculated point;
2. North 08°58'52" East a distance of 326.28 feet to a calculated point;
3. North 54°59'11" East a distance of 210.85 feet to a calculated point;
4. North 45°53'14" East a distance of 73.98 feet to a calculated point;
5. North 36°58'00" East a distance of 102.32 feet to a calculated point;
6. North 24°38'17" East a distance of 22.00 feet to a calculated point;
7. North 24°42'12" East a distance of 254.57 feet to a calculated point;
8. North 24°50'22" East a distance of 216.08 feet to a calculated point;
9. North 52°03'49" East a distance of 134.47 feet to a calculated point;
10. North 34°04'36" East a distance of 362.84 feet to a calculated point;
11. North 22°20'51" East a distance of 317.28 feet to the POINT OF BEGINNING.

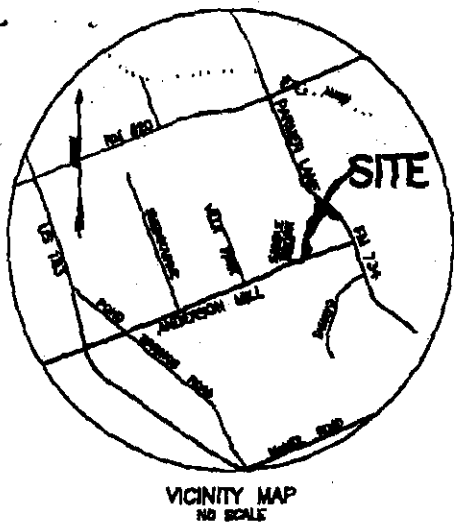
This parcel contains 5.446 acres of land, more or less, out of the Malcom M. Hornsby Survey, Abstract No. 280, in Williamson County, Texas. Description prepared from an on-the-ground survey made during May, 2003. All bearings are based on the east right-of-way line of F.M. 734 (Parmer Lane) between P.T. Station 357+95.15 and P.C. Station 344+25.06.

 2 JUNE 03
 Joseph Beavers Date
 Registered Professional Land Surveyor
 State of Texas No. 4938

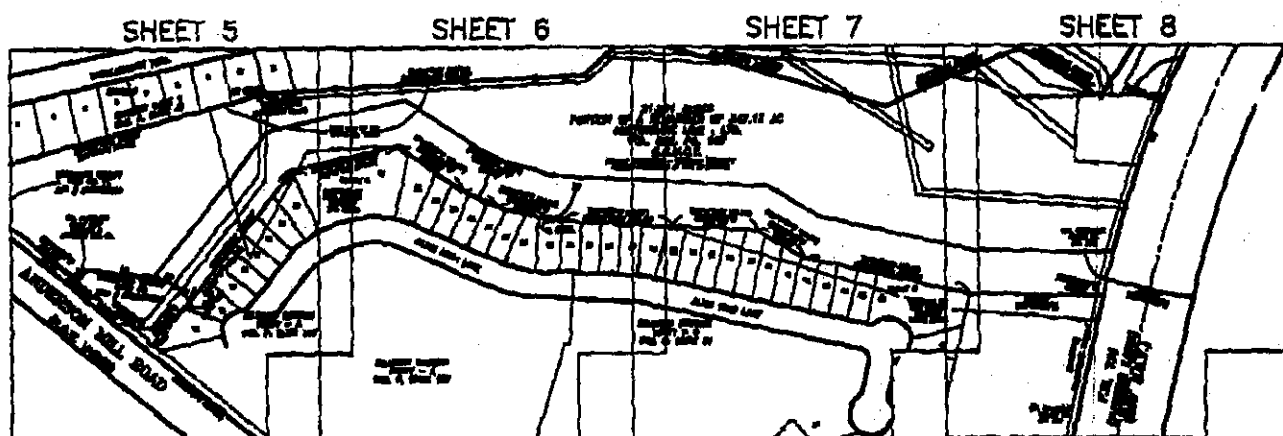


Project Number: 020-03-001
 Attachments: Survey Drawing L:\CHTX\25AC-Parmer Lane\dwgs\02000101.DWG
 L:\chtx\25AC-Parmer Lane\FNOTES\02000101.doc
 Created on 06/02/2003

EXHIBIT B



INDEX SHEET



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

JOB NUMBER: 020-03-001 DRAWING NAME: 02000101

PROJECT NAME: 25AC-Parmer Lane

DATE: 06/02/2003

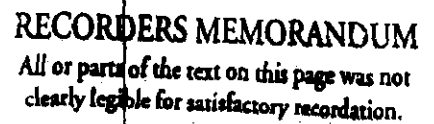
SCALE: 1" = 100'

DRAWING FILE PATH:
L:\2500-Parmer Lane\DWGS

FIELDNOTE FILE PATH:
L:\2500-Parmer Lane\FN\FTFC

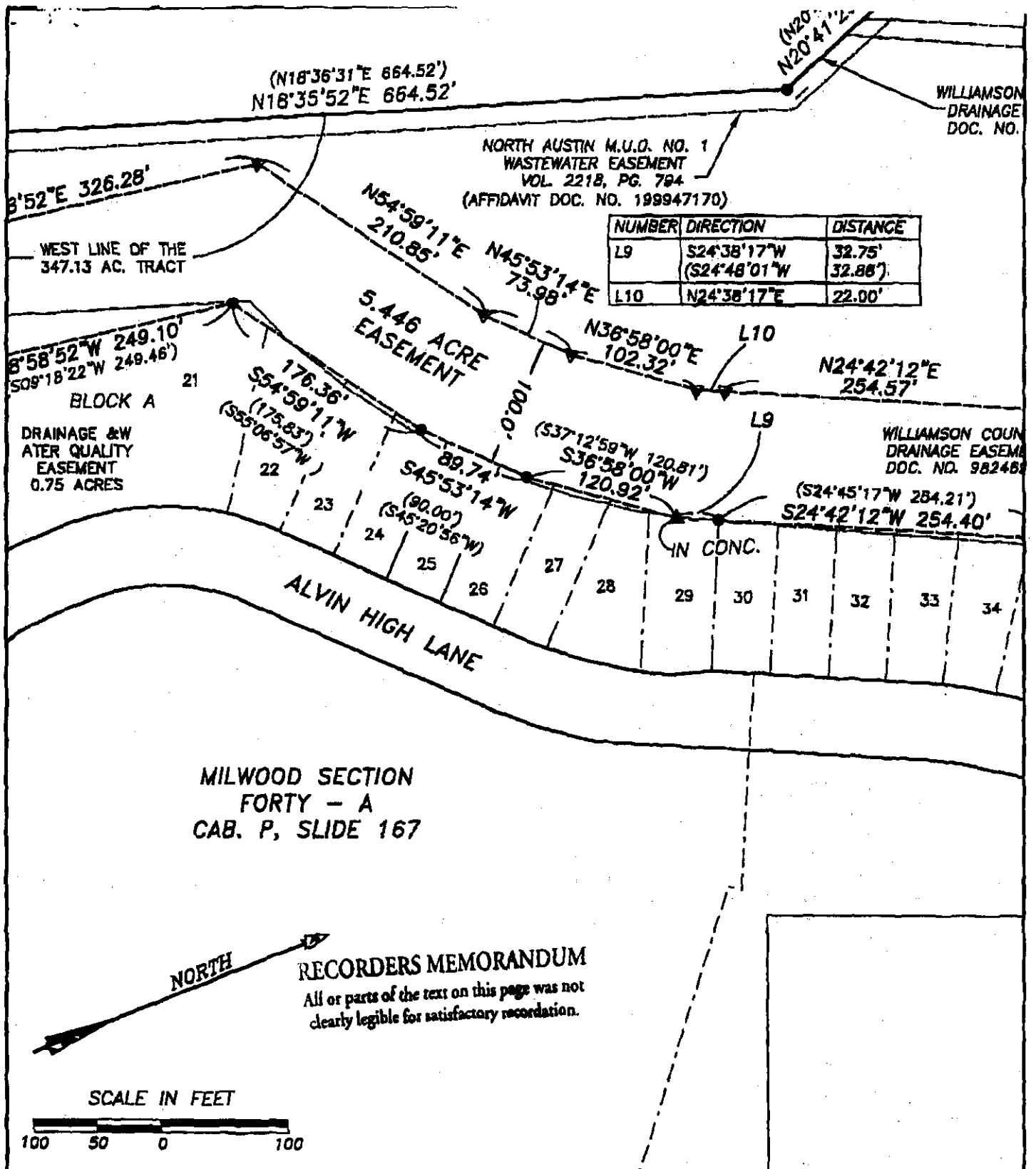
EXHIBIT B

LANDESIGN SERVICES, INC.
LAND SURVEYING
112 W. 4th STREET
TAYLOR, TEXAS 78124
PHONE 512 382 8053



LAND DESIGN SERVICES, INC.
LAND SURVEYING
 117 W. 4TH STREET
 TAYLOR, TEXAS 76554
 PHONE 512 382 8035

EXHIBIT B



JOB NUMBER: 020-03-001 DRAWING NAME: 02000101

PROJECT NAME: 25AC-Parmer Lane

DATE: 08/02/2003

SCALE: 1"=100'

DRAWING FILE PATH:

L:\25ac-Parmer Lane\DWGS

FIELDNOTE FILE PATH:

L:\25ac-Parmer Lane\FNOTES

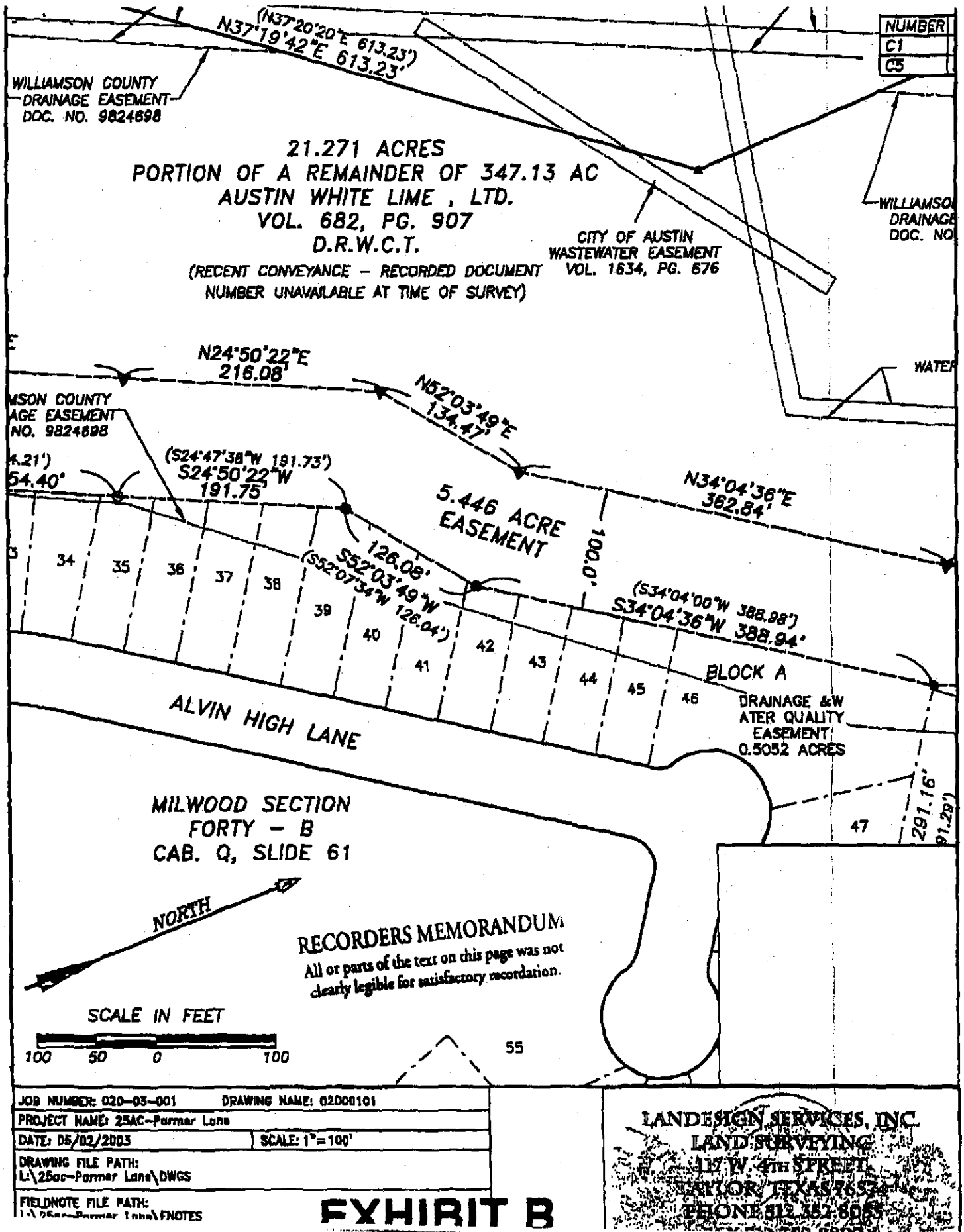
EXHIBIT R**LANDESIGN SERVICES, INC.**

LAND SURVEYING

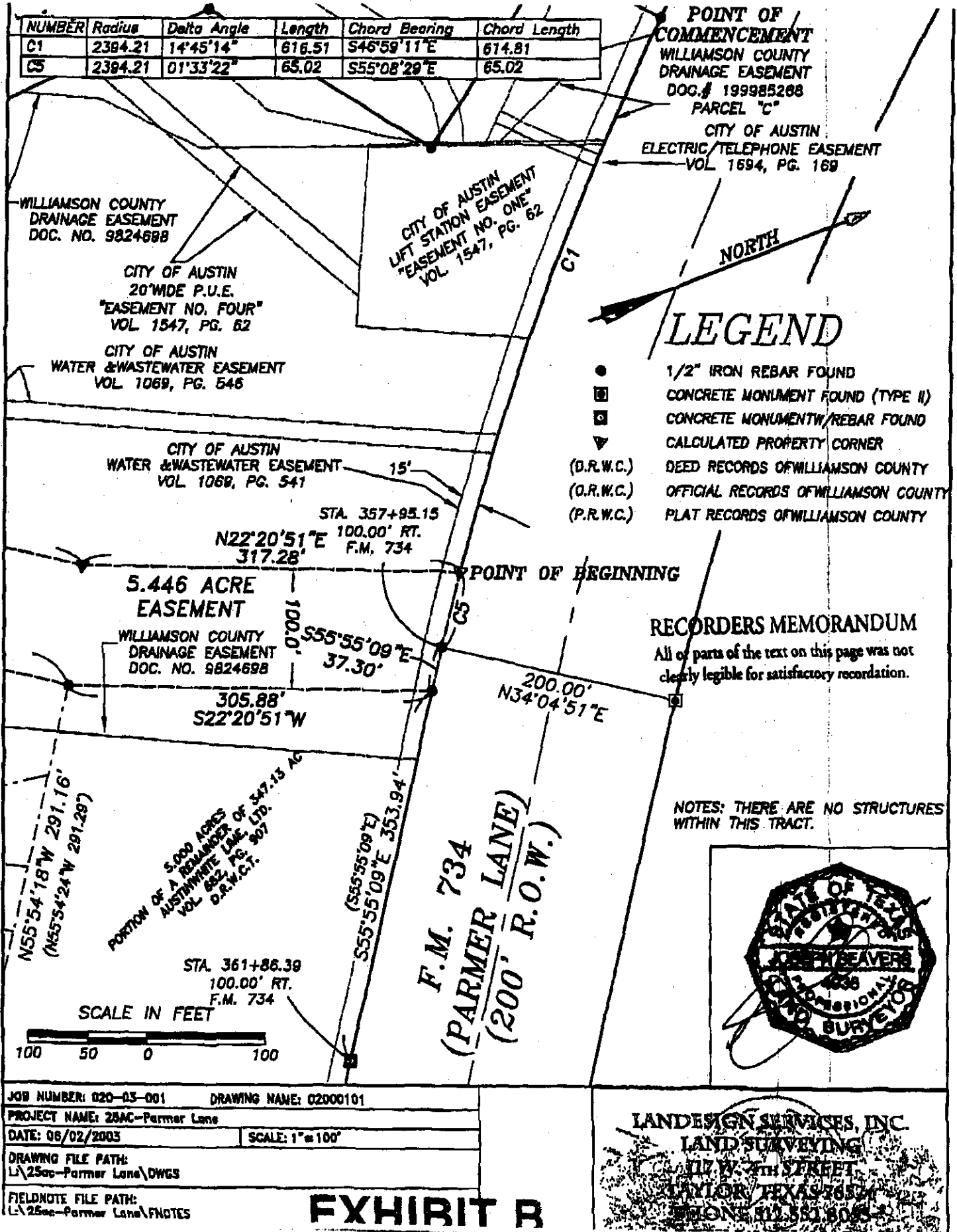
117 W. 4TH STREET

TAYLOR, TEXAS 76574

PHONE 512.362.8015



JOB NUMBER: 020-05-001 DRAWING NAME: 02000101
 PROJECT NAME: 25AC-Parmer Lane
 DATE: 05/02/2003 SCALE: 1"=100'
 DRAWING FILE PATH:
 L:\25ac-Parmer Lane\DWGS
 FIELDNOTE FILE PATH:
 L:\25ac-Parmer Lane\FNOTES



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004027021

Nancy E. Rister

04/06/2004 11:50 AM

ANDERSON \$0.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① Joe England
Road + Bridge

AGENDA ITEM 21

Discuss and consider final plat approval of Teravista Section 9.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To grant final plat approval of Teravista Section 9.

Vote: **5 - 0**

AGENDA ITEM 22

Discuss and consider approval of Amendment to Interlocal Agreement between Williamson County and the City of Austin for Lake Creek Flood Control Project.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve of Amendment to Interlocal Agreement between Williamson County and the City of Austin for Lake Creek Flood Control Project.

Vote: **5 - 0**

< Attachment >