

A U S T I N C I T Y C O U N C I L

AGENDA



Thursday, February 15, 2007

+ Back Print

Public Works
RECOMMENDATION FOR COUNCIL ACTION

ITEM No 14

Subject Authorize execution of an Interlocal Agreement between the City and Williamson County for the extension of Lakeline Boulevard from Lyndhurst Street to Lakeline Boulevard/Neenah Avenue

**Additional Backup
Material**

(click to open)

- ☐ AGREEMENT
- ☐ MAP
- ☐ EXHIBIT B

For More Information Tony Valdez, P E , 974-7114, David Lloyd 974-2918, Laura Bohl 974-7064

Williamson County, as part of their 2000 Road Bond program, included the construction of two lanes of the ultimate four-lane cross-section of Lakeline Boulevard that will connect between the existing Lakeline Boulevard on the west at Lyndhurst Street, and the existing Lakeline Boulevard/Neenah Avenue on the east. The project is located entirely within the City of Austin's full purpose jurisdiction, therefore it is necessary for the City and Williamson County to enter into an agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq., to allow the construction of the roadway. The additional two lanes of Lakeline Boulevard, which will complete the road to the requirements of the 2030 CAMPO plan, will be constructed by the developer of the adjacent land (PCG Summit- Lakeline Station L P) as part of that development. The construction of the Lakeline Boulevard extension will be funded fully by Williamson County. The City will monitor construction to ensure that the roadway is built according to the construction plans. On completion of the construction and after a 12 month warranty period, the City will accept ownership and maintenance responsibilities for the roadway.

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND
THE CITY OF AUSTIN FOR CONSTRUCTION OF LAKELINE BOULEVARD
EXTENSION**

This Interlocal Agreement ("Agreement") is made by and between Williamson County, Texas, a political subdivision of the State of Texas ("the County") and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee ("the City")

W I T N E S S E T H

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and

WHEREAS, the County and the City both desire that the County construct a portion of Lakeline Boulevard within the City limits, and

WHEREAS, the County has contracted with a contractor ("Contractor") for the construction of a two lane section of Lakeline Boulevard to connect Lyndhurst Street and Lakeline Blvd / Neenah Avenue (the "Extension Project"), and this roadway is an integral part of the County's road system and will benefit residents of the County and City, and

WHEREAS the County has also entered into a Developer Agreement with PCG Summit-Lakeline Station L.P. ("Developer"), the owner of adjacent land, under which the Developer agrees to construct an expansion adding two additional lanes to the Lakeline Boulevard extension within 12 months after a site development permit is issued for that land, with such expansion to be constructed in accordance with City requirements ("the Expansion Project"), and

WHEREAS, the County desires to complete the project in accordance with the plans and specifications set out in this Agreement,

NOW, THEREFORE, the County and the City agree as follows:

I OBLIGATIONS OF THE COUNTY

- A The County shall appoint one staff person to act as a single point of contact (hereinafter "SPOC"), with the City. SPOC must be knowledgeable in the planning, content, subject matter and construction being accomplished through the Extension and Expansion Projects. SPOC must possess decision making ability and authority.
- B The County is responsible for management of the Lakeline Boulevard Extension Project, as described in the attached Exhibit A, including oversight of its Contractor, payment to its Contractor, and assuring that the Contractor complies with contractual and other requirements for the Extension Project. This includes obtaining any necessary permits, other than City permits, for the Lakeline Boulevard Extension Project. All City of Austin permits are waived for the Extension Project, if the Extension Project is constructed in accordance with the

construction plans and specifications set out in Exhibit A. If the Extension Project is completed in accordance with Exhibit A, the Project will be deemed to have complied with applicable City development regulations. County will inspect construction of the Extension Project, and City staff may accompany County staff on such inspections. County will provide City staff with 24 hours telephone notice of preconstruction conferences, periodic inspections and regular meetings with the Contractor, and the final inspection. (For purposes of this paragraph, telephone notice may be given by calling City Public Works Inspector Jim Wiggins at 626-0568, or 974-9751.)

County will also provide the City Watershed Protection and Development Review Department with all inspection test results, and upon completion, the final construction summary and a set of as-built drawings.

After completion of construction of the Extension Project, the County will monitor the roadway and require correction of any deficiencies in design or construction of the roadway or related facilities. After a period of one year from the date of completion, if the roadway and related facilities have been constructed in accordance with the County's contract, and have passed County inspection and qualify for acceptance by the County, the County will notify the City of such fact and the City will accept the roadway and related facilities for maintenance. (For purposes of this Agreement, the "date of completion" of the Extension Project is the date that the County verifies, in writing, that the Contractor has completed the Extension Project in accordance with the Contract.) The County shall transfer to the City all Extension Project Contractor's warranties, guarantees, and bonds, to the extent such are transferable, and will assist the City in enforcing such guarantees, warranties and bonds to the extent necessary.

During the period prior to City acceptance of the roadway and related facilities, the City will refer any inquiries from the public regarding the Extension Project to the County.

- C. The County will use good faith efforts to cause the satisfactory completion of the Extension Project no later than March 1, 2008.
- D. The County shall require compliance by the Developer with the terms and conditions of the "Lakeline Boulevard Right-of-Way and Extension Agreement" (attached as "Exhibit B") between the County and the Developer, including compliance with City requirements and specifications for the Expansion Project. City permits and fees are not waived for the Expansion Project. In the event of a dispute between the Developer and the City regarding the design or construction of the expansion and related facilities, the County will assist the City in resolving the dispute.

II OBLIGATIONS OF THE CITY

- A. The City shall appoint one person to act as a single point of contact (hereinafter "Contract Administrator") with the County.
- B. The City agrees to construction of the Extension Project by the County as described in Exhibit A. The City will work with the Developer to facilitate the design and construction of the Lakeline Boulevard Expansion Project and related facilities in accordance with City requirements and specifications. The Expansion Project shall be designed and constructed in a

manner allowing integration of the Expansion Project with the roadway and related facilities constructed through the Extension Project

- C The City will accept the roadway and related facilities constructed through the Extension Project for maintenance as set out in Section I B The City will accept the Expansion Project for maintenance in accordance with standard City regulations and procedures for acceptance of public roadways and related facilities

III TERM, TERMINATION

- A This Agreement shall be effective from and after the date of execution by all parties, shall automatically renew for successive one year periods and shall expire one year after the completion of construction of the Expansion Project, unless previously terminated pursuant to Section III B
- B If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default If such default is not cured within the 30 days, then the offended party shall have the right without further notice to terminate this Agreement

IV MISCELLANEOUS

- A Severability If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement
- B Indemnity Williamson County shall, to the extent authorized under the Constitution and laws of the State of Texas, hold the City harmless from liability resulting from the negligent acts or omissions of the County, its officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement, provided, however, the County shall not hold the City harmless from any claims, demands, or causes of action arising in favor of any person or entity growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the City, its officers, agents, representatives, or employees, or any person or entity not subject to the County's supervision or control

The City shall, to the extent authorized under the constitution and laws of the State of Texas, hold the County, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by the City of the results obtained from the activities performed by the County under this Agreement provided, however, the City shall not hold the County harmless from any claims, demands or causes of action arising in favor of any person or entity, growing out of, or incident to, or resulting directly or indirectly from

- a the negligent failure of the County to substantially comply with any applicable

governmental requirements, or

- b the negligence, whether sole joint, concurring, or otherwise, or willful malfeasance of any officer, agent or employee of the County
- C Law and Venue This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.
- D Alteration, Amendment, or Modification This Agreement may not be altered, amended, or modified except in writing, approved by the County Judge of Williamson County and the City Manager of the City of Austin.
- E Entire Agreement This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- F Notice Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of City for all purposes shall be

City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767

Attn: Henry Casas
Watershed Protection and Development Review Department
(512) 974 5611

The address for the County for all notices hereunder shall be

Commissioner Lisa Birkman
Precinct 1, Williamson County
400 W. Main, # 216
Round Rock, Texas 78664

with a copy to Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.I.K. Street, Box #7
Georgetown, Texas 78626

- G Independent Relationship Both parties hereto in the performance of this Agreement shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the

employees or agents of the other party for any purposes whatsoever.

- H No Waiver of Immunities Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- I Compliance with Laws The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- J Entire Agreement This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF AUSTIN

WILLIAMSON COUNTY

By _____
Laura Huffman
Assistant City Manager

By _____
John Doerfler
County Judge

Date _____

Date _____

Approved as to Form

By _____
Hal C. Hawes,
Assistant Williamson County Attorney

By _____
Jim Gilger,
Williamson County Contracts Auditor

EXHIBIT A – Extension Project Lakeline Boulevard Extension Construction Drawings, dated August 3, 2005, prepared by Carter-Burgess, approved by Richard Ridings, HNTB Corporation and County Commissioner Lisa Burkman

EXHIBIT B – Expansion Project “Lakeline Boulevard Right-of-Way and Extension Agreement”

WILLIAMSON COUNTY

LAKELINE BLVD

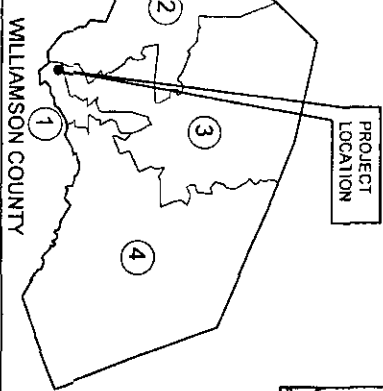
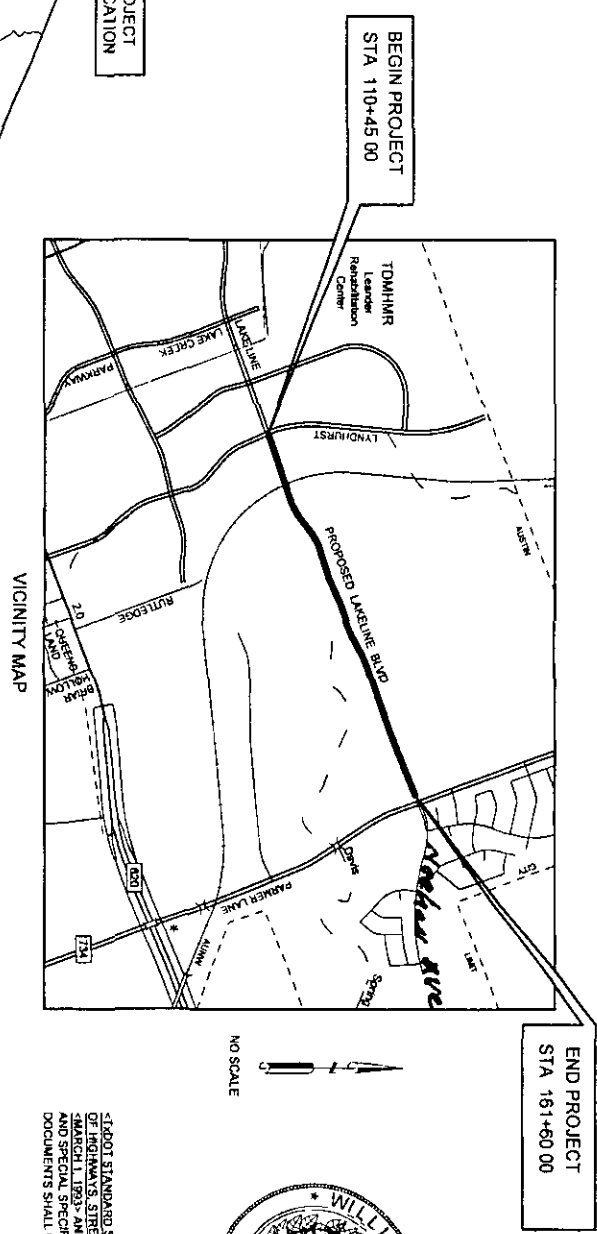
PROJECT NO. < >

NET LENGTH OF ROADWAY 5115 FT (0.97 MILES)
 NET LENGTH OF BRIDGE 0 FT (0 MILES)
 NET LENGTH OF PROJECT 5115 FT (0.97 MILES)

ROADWAY CLASSIFICATION MAP 4
 DESIGN SPEED 45 MPH
 AREA OF DISTURBED SOIL 15.9 ACRES

| ADT | DIR. DIST. | % TRUCKS |
|--------|------------|----------|
| 2007 | 2007 | ADT |
| 25,240 | 28,084 | 50% |
| | | 30.3% |

LIMITS FROM LYNDBURST DRIVE TO 0.11 MILES WEST OF PARKER LANE
 FOR THE CONSTRUCTION OF THE NORTH 2 LANES OF A 4-LANE DIVIDED ARTERIAL



PREPARED BY
 CARTER & BURGESS (DESIGN CONSULTANT)
 JOSEPH D. SQUADROFF
 P.E. 85592
 DATE

APPROVED BY
 RICHARD L. RIDDINGS, P.E.
 HNTB CORPORATION
 ROAD BOND MANAGEMENT TEAM
 DATE

APPROVED BY
 COMMISSIONER LISA BIRMAN
 WILLIAMSON COUNTY COMMISSIONER
 PRECINCT NO. 1
 DATE

STANDARD SPECIFICATIONS FOR CONSTRUCTION
 OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED ON
 MARCH 1, 1993, AND ALL APPLICABLE SPECIAL PROVISIONS
 AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
 DOCUMENTS SHALL GOVERN ON THIS PROJECT



Exhibit B to interlocal
agreement between
Williamson County and
City of Austin

**LAKELINE BOULEVARD
RIGHT-OF-WAY AND EXTENSION AGREEMENT**

This Lakeline Boulevard Right-of-Way and Extension Agreement ("Agreement") is entered into between Williamson County, Texas, a political subdivision of the State of Texas (the "County") and PCG SUMMIT - LAKELINE STATION, L P, a Texas limited partnership, or assigns (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties". Each of the Parties confirm that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity

Recitals

1 Developer owns [or is under contract to acquire] and is in the process of developing that certain real property more particularly described on the attached Exhibit "A", commonly known as "Lakeline Station" (the "Property"), a development which will include both the extension and expansion of Lakeline Boulevard

2 Pursuant to agreement between County and the City of Austin, Texas ("City"), in order to provide better access and ease traffic congestion throughout the area prior to development of the Project, County has agreed to extend Lakeline Boulevard by constructing the two lanes from Lakeline Boulevard's current point of termination along the western boundary of Property to a point of termination along the eastern boundary of Property

3 As set forth in this Agreement, Developer will commence construction of an additional two lanes of Lakeline Boulevard in accordance with plans approved by the City for a total of four lanes through the Property, and, upon completion of said expansion shall dedicate the right-of-way to the City

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows

Section 1 Lakeline Boulevard Extension County agrees to construct the extension of Lakeline Boulevard (the "Lakeline Boulevard Extension"), which will include two lanes of right-of-way and the additional components shown on the construction plans and specifications prepared by Carter Burgess (the "Project Engineer"), for the extension of Lakeline Boulevard 0.97 miles in length (the "Plans")

Section 2 Lakeline Boulevard Expansion Within twelve (12) months after approval of a site development permit ("Site Plan") for the Property which has frontage along Lakeline Boulevard and City's approval of construction plans, Developer shall commence construction of the expansion of Lakeline Boulevard in a manner approved by City ("Lakeline Boulevard Expansion") which will include an additional two lanes of right-of-way (thereby making Lakeline Boulevard a four-lane roadway). Developer's obligation to commence construction shall be contingent upon City's final approval of construction plans for the Lakeline Boulevard

Expansion Issuance of a construction permit for construction of the Lakeline Boulevard Expansion will be sufficient evidence of commencement of construction

Section 3 Project Management County will manage the construction of the Lakeline Boulevard Extension and will use good faith efforts to cause the satisfactory completion of the Lakeline Boulevard Extension no later than March 1, 2008, subject to extensions due to force majeure, or other delays outside the control of County, including delays in obtaining any easements that may be necessary for the expansion of the right-of-way Developer will manage the construction of the Lakeline Boulevard Expansion and will use good faith efforts to cause the satisfactory completion of the Lakeline Boulevard Expansion after commencement of construction, subject to extensions due to force majeure or other delays outside the control of Developer, including delays in obtaining any easements that may be necessary for the expansion of the right-of-way

Section 4 Easement Acquisition Developer will use good faith efforts to obtain any easements required for the Lakeline Boulevard Extension by negotiation. If Developer is unable to obtain all required easements within two (2) months after the approval of the Site Plan, County agrees, to the extent legally possible, to proceed with the acquisition of such easements using its powers of eminent domain. However, all reasonable and necessary costs, as approved by Developer, incurred by County in connection with such easement acquisition, and the amount paid or awarded to the landowner will be reimbursed to County by Developer. Developer will obtain an appraisal of the fair market value of the easements, at its cost, and will provide the appraisal to County. County's offer for the easements will not exceed 110% of the fair market value determined by the appraisal unless a higher amount is otherwise approved by Developer. If County's offer is not accepted by the landowner, Developer will be responsible for the amount awarded to the landowner in the condemnation proceeding.

Section 5 Miscellaneous

(a) Any notice under this Agreement must be in writing and may be given by personal delivery or by certified mail, return receipt requested, to the addresses specified below

| | |
|--------|--|
| County | Williamson County, Texas Attn <u>Williamson Co Judge</u> <u>301 S.E. INNER LOOP</u> <u>GEORGETOWN, TX 78626</u> |
|--------|--|

| | |
|--------------|---|
| With Copy to | Sheets & Crossfield Attn Charlie Crossfield 309 E Main Street Round Rock, Texas 78664-5264 |
|--------------|---|

| | |
|-----------|---|
| Developer | Pacific Summit Partners Attn Steven H Levenson 2082 Michelson Drive - Suite 100 Irvine, California 92612 |
|-----------|---|

With Copy to

Armbrust & Brown, L L P
Attn David B Armbrust
100 Congress Ave , Ste 1300
Austin, Texas 78701

A Party may change its address for purposes of notice by giving at least five (5) days written notice of the new address to the other Party

(b) If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day

(c) This Agreement contains the entire agreement between the Parties regarding the subject matter, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties related to the Lakeline Boulevard Extension. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties

(d) The Parties agree to cooperate with one another in obtaining any necessary permits, and will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement

(e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

(f) The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement

(g) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suit relating to this Agreement will be filed in a court of Williamson County, Texas

(h) Any provision of this Agreement is held by a court of competent jurisdiction to be invalid, that invalidity will not impair the remainder of this Agreement, but the effect will be confined to the provision held to be invalid, illegal, or ineffective

(i) This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party

(j) Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any benefits, rights or remedies under or by reason of this Agreement

(k) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party upon execution.

(l) Developer may assign its rights and obligations under this Agreement, in whole or in part upon written notice to County.

(m) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A -- Property Description

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies to be effective on the later of said dates below

COUNTY.

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By John C. Doerfler
Printed Name John C. Doerfler
Title County Judge
Date 10-3-06

DEVELOPER

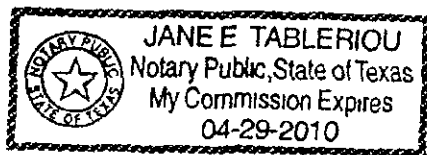
PCG SUMMIT - LAKELINE STATION, L P ,
a Texas limited partnership

By Pacific Summit Partners, LLC,
a Delaware limited liability
company, Its General Partner

By [Signature]
Steven H. Levenson, Manager

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 3 day of October, 2006,
by John C. Doerfler, County Judge of Williamson County, Texas, a
political subdivision of the State of Texas, on behalf of said entity



Jane E. Tableriou
Notary Public - State of Texas
Name Jane E. Tableriou
My Commission Expires 4/29/2010

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me this 25th day of OCTOBER, 2006, by Steven H Levenson, Manager of Pacific Summit Partners, LLC, a Delaware limited liability company, General Partner of PCG Summit - Lakeline Station, L P, on behalf of said partnership



Melanie D Baker

Notary Public - State of Texas

Name MELANIE D. BAKER

My Commission Expires 3-11-08

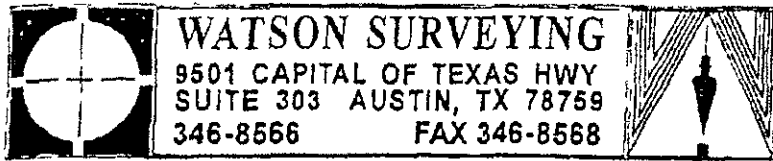


EXHIBIT "A"

FIELD NOTES FOR 328 921 ACRES OF LAND OUT OF THE RACHEL SAUL SURVEY, ABSTRACT 551, WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT DESCRIBED AS FIRST TRACT IN DOCUMENT NO 966531, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS (WCOPR), SAVE AND EXCEPT 12 01 ACRES CONVEYED TO WILLIAMSON COUNTY FOR RIGHT-OF-WAY OF PROPOSED LAKELINE BLVD BY DEED RECORDED IN DOCUMENT NO 2003091325, WCOPR, SAID 326 921 ACRES BEING DESCRIBED IN TWO TRACTS BY METES AND BOUNDS AS FOLLOWS

TRACT 1 (288 785 ACRES) (NORTH OF PROPOSED LAKELINE BLVD)

BEGINNING at a $\frac{1}{2}$ " steel pin with cap found at the northwest corner of said 12.01 acre ROW tract, in the east line of a 100' railroad right-of-way (ROW) conveyed to Capital Metro Transportation Authority by deed recorded in Book 13187, Page 3118, WCOPR, for southwest corner hereof,

THENCE with said east ROW line the following 4 courses

- 1) along a curve to the right with chord of N05°38'26"W 825 98 feet and radius of 1920 00 feet to a $\frac{1}{2}$ " steel pin with orange cap set at the end of curve,
- 2) N04°39'12"E 1525 86 feet to a $\frac{1}{2}$ " steel pin with orange cap set at the start of a curve to the left,
- 3) along said curve to the left with chord of N01°00'48"E 904 38 feet and radius of 4674 78 feet,
- 4) N02°19'42"W 248 82 feet to a $\frac{1}{2}$ " steel pin with cap found at the southeast corner of Avery Ranch West Phase 2, a subdivision recorded in Cabinet U, Slide 181, Williamson County Plat Records (WCPR), for the northwest corner hereof,

THENCE with the south line of said subdivision the following 2 courses

- 1) N68°32'29"E 1175 67 feet to a $\frac{1}{2}$ " steel pin with orange cap set for angle point,
- 2) N68°50'09"E 1847.92 feet to a $\frac{1}{2}$ " steel pin with orange cap set for angle point, at the southeast corner of said subdivision, also the southwest corner of a 14.781 acre tract recorded in Document No 199929823, WCOPR,

THENCE N68°45'37"E 82 93 feet with the south line of said 14 781 acres to a $\frac{1}{2}$ " steel pin found at the northwest corner of a 46 87 acre tract conveyed to Round Rock ISD by Document No 2002001208, WCOPR, for the northeast corner hereof,

THENCE with the west line of said 46 37 acres the following 3 courses.

- 1) S20°03'44"E 815 39 feet to a $\frac{1}{2}$ " steel pin found for angle point,
- 2) S19°52'09"E 1082 86 feet to a $\frac{1}{2}$ " steel pin found for angle point,
- 3) S20°16'10"E 327 88 feet to a $\frac{1}{2}$ " steel pin found at the southwest corner of said 46 37 feet, also the northwest corner of Lot 1, Block A, Farmer/Lakeline Subdivision, as recorded in Cabinet S, Slide 187, WCPR, for angle point hereof,

THENCE with the west line of said Lot 1 the following 2 courses

- 1) S20°20'23"E 220.01 feet to a $\frac{1}{2}$ " steel pin with orange cap set for angle point,
- 2) S20°26'46"E 664 13 feet to a $\frac{1}{2}$ " steel pin with cap found at the southwest corner of Lot 1, also the northeast corner of said 12 01 acre ROW tract, for the southeast corner hereof,

EXHIBIT "A"

Page 2 of 4

THENCE with the north line of said 12.01 acre ROW tract the following 14 courses:

- 1) S72°37'59"W 247.02 feet to a 5/8" steel pin with cap found,
- 2) S70°59'51"W 843.16 feet to a 5/8" steel pin with cap found,
- 3) along a curve to the left with chord of S66°06'06"W 351.64 feet and radius of 2060.00 feet to a 1/2" steel pin with cap found,
- 4) S61°12'19"W 158.90 feet to a steel spindle found,
- 5) along a curve to the right with chord of S65°52'10"W 315.52 feet and radius of 1940.00 feet to a 5/8" steel pin with cap found,
- 6) S70°32'02"W 186.64 feet to a 5/8" steel pin with cap found,
- 7) along a curve to the left with chord of S67°54'06"W 189.21 feet and radius of 2060.00 feet to a 5/8" steel pin with cap found,
- 8) S65°16'10"W 298.42 feet to a 5/8" steel pin with cap found,
- 9) along a curve to the right with chord of S69°04'18"W 124.67 feet and radius of 940.00 feet to a 5/8" steel pin with cap found,
- 10) S72°52'26"W 380.26 feet to a 5/8" steel pin with cap found,
- 11) along a curve to the left with chord of S62°08'14"W 394.96 feet and radius of 1060.00 feet to a 5/8" steel pin with cap found,
- 12) S51°24'02"W 167.78 feet to a 5/8" steel pin with cap found,
- 13) along a curve to the right with chord of S61°15'55"W 390.62 feet and radius of 1140.00 feet to a 5/8" steel pin with cap found,
- 14) S71°07'49"W 325.98 feet to a 5/8" steel pin with cap found, at the POINT OF BEGINNING, containing 266.785 acres of land

TRACT 2 (58.136 ACRES) (SOUTH OF PROPOSED LAKELINE BLVD)

BEGINNING at a 5/8" steel pin with cap found at the southwest corner of said 12.01 acre ROW tract recorded in Document No. 2003091325, WCOPR, in the east line of said 100' railroad right-of-way (ROW) conveyed to Capital Metro Transportation Authority by deed recorded in Book 13187, Page 3118, WCOPR, for northwest corner hereof;

THENCE with the south line of said 12.01 acre tract the following 14 courses.

- 1) N71°07'49"E 324.09 feet to a 5/8" steel pin with cap found,
- 2) along a curve to the left with chord of N61°15'55"E 431.74 feet and radius of 1260.00 feet to a 5/8" steel pin with cap found,
- 3) N51°24'02"E 167.76 feet to a 5/8" steel pin with cap found,
- 4) along a curve to the right with chord of N62°08'14"E 350.24 feet and radius of 940.00 feet to a 5/8" steel pin with cap found,
- 5) N72°52'26"E 380.26 feet to a 5/8" steel pin with cap found,
- 6) along a curve to the left with chord of N69°04'18"E 140.58 feet and radius of 1060.00 feet to a 5/8" steel pin with cap found,
- 7) N65°16'10"E 298.42 feet to a 5/8" steel pin with cap found,
- 8) along a curve to the right with chord of N67°54'06"E 178.19 feet and radius of 1940.00 feet to a 5/8" steel pin with cap found,

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9) N70°32'02"E 186 64 feet to a 5/8" steel pin with cap found,
10) along a curve to the left with chord of N85°52'10"E 335 03 feet and radius of 2060 00 feet to a 5/8" steel pin with cap found,
11) N61°12'19"E 158 90 feet to a 5/8" steel pin with cap found,
12) along a curve to the right with chord of N86°06'05"E 331 16 feet and radius of 1940 00 feet to a 5/8" steel pin with cap found,
13) N70°59'51"E 867 09 feet to a 5/8" steel pin with cap found,
14) N67°35'08"E 225 15 feet to a 5/8" steel pin with cap found, at the southeast corner of said 12 01 acre ROW tract, and a northwest corner of Lot 1, Block A, Davis Spring Section 1-C, a subdivision recorded in Cabinet P, Slide 42, WCPR, for the northeast corner hereof,

THENCE with the west and north line of said Lot 1 the following 6 courses.

1) S10°38'09"E 419 98 feet to a 1/2" steel pin found (designated Control Point #1 for this survey), for inside corner of said Lot 1 and the southeast corner hereof,
2) S89°17'08"W 301 83 feet to a 1/2" steel pipe found for angle point,
3) S70°24'35"W 249 81 feet to a 1/2" steel pipe found for angle point,
4) S67°44'03"W 81 65 feet to a 1/2" steel pipe found for angle point,
5) S89°20'59"W 133 49 feet to a 1/2" steel pipe found for angle point,
6) S70°05'19"W 989 46 feet with the north line of Lot 6, Block A, Amended Plat of Davis Spring Section 2-A-1P, a subdivision recorded in Cabinet M, Slide 12, WCPR, to a 1/2" steel pin found for angle point,

THENCE with the north line of Lot 6, Block A, Davis Spring Section 2-B-1P, a subdivision recorded in Cabinet M, Slide 143, WCPR, for the following 7 courses

1) S70°08'35"W 129 97 feet to a 3/4" steel pipe found for angle point,
2) S68°34'01"W 80 46 feet to a 3/4" steel pipe found for angle point,
3) S69°14'09"W 92.21 feet to a 3/4" steel pipe found for angle point,
4) S66°59'40"W 55 35 feet to a 3/4" steel pipe found for angle point,
5) S74°25'31"W 60.88 feet to a 1" steel pipe found for angle point,
6) S67°56'28"W 123 46 feet to a 1" steel pipe found for angle point,
7) S68°52'54"W 138 08 feet to a 1/2" steel pin found for angle point,

THENCE with the north and west lines of the remainder of a 144.645 acre tract recorded in Book 2199, Page 202, WCPR, for the following 10 courses

1) S89°53'25"W 374 78 feet to a 3/4" steel pipe found for angle point,
2) S69°09'48"W 185 25 feet to a 3/4" steel pipe found for angle point,
3) S71°43'50"W 107 41 feet to a 3/4" steel pipe found for angle point,
4) S70°06'05"W 268 86 feet to a 1/2" steel pin found (designated Control Point #2 for this survey), at the northwest corner of said remainder of 144 645 acre tract, for inside corner hereof,
5) S20°42'15"E 271 32 feet to a 3/4" steel pipe found for angle point,
6) S21°28'12"E 240 79 feet to a 3/4" steel pipe found for angle point,
7) S19°42'02"E 266 38 feet to a 3/4" steel pipe found for angle point,
8) S21°15'42"E 232 20 feet to a 3/4" steel pipe found for angle point,
9) S86°57'36"E 211 39 feet to a 1" steel pipe found for angle point,
10) S21°41'27"E 26 09 feet to a 1/2" steel pin found at the southwest corner of said remainder of 144 645 acres, for angle point hereof,

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THENCE with the west line of a 2 492 acre tract conveyed to City of Austin by deed recorded in Book 1201, Page 291, WCOPR, for the following 2 courses
1) S21°27'24"E 293 74 feet to a $\frac{1}{4}$ " steel pipe found for angle point,
2) S01°05'24"E 99 21 feet to a $\frac{1}{4}$ " steel pin found with LCRA cap, at the southwest corner of said 2 492 acres, being in the curving north ROW line of the above-referenced 100' wide railroad ROW, for the most southern corner hereof;

THENCE with said curving north and northeast railroad ROW line these 2 courses
1) along a curve to the right with chord of N63°34'05"W 1528 35 feet and radius of 1887 89 feet to a $\frac{1}{4}$ " steel pin with orange cap set at a point of compound curve,
2) along a curve to the right with chord of N30°37'52"W 605 39 feet and radius of 1920 00 feet to the POINT OF BEGINNING, containing 58.136 acres of land

Bearing basis is the collective north line of the Davis Spring subdivisions and tracts between Control Points #1 and #2, as designated above, being part of the south line of subject 58 136 acre tract (Tract 2)

Surveyed 30 November 2005 by.

Stuart Watson
Stuart Watson, RPLS 4550

