

## **RESTRICTIVE COVENANT AMENDMENT REVIEW SHEET**

**CASE:** C14R-85-149.100.02 (RCA)  
(Scofield Apartments)

**Z.A.P. DATE:** February 21, 2017

**ADDRESS:** 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and  
3001 Scofield Ridge Parkway

**DISTRICT AREA:** 7

**OWNER/APPLICANT:** Ringgold Partners II, L.P. (John Bultman, III)

**AGENT:** Drenner Group (Amanda Swor)

**EXISTING ZONING:** GR-MU-CO

**AREA:** 10.381 acres

### **SUMMARY STAFF RECOMMENDATION:**

Staff recommends the proposed amendment to the public restrictive covenant to remove the specified requirements for Area 10 under Paragraph 9 and on Exhibit "A", the Land Use Plan - please see below.

### **ZONING AND PLATTING COMMISSION RECOMMENDATION:**

2/21/17: Approved staff's recommendation for the restrictive covenant termination by consent (10-0, D. Breithaupt-absent); G. Rojas-1<sup>st</sup>, S. Lavani-2<sup>nd</sup>.

### **DEPARTMENT COMMENTS:**

The applicant is requesting an amendment to the restrictive covenant associated with zoning case C14-85-149.100, the North Lamar Area Study, to remove the conditions that apply to Area 10 (Lots 1-7 of the Terraces at Scofield Ridge Subdivision). In Paragraph 9 the language that states, "Area 10 is intended to serve area retail needs and all improvements therein will meet applicable compatibility standards under the City zoning ordinance. It is contemplated that buildings generally will have pitched roofs and masonry exterior walls, and that development will include a landscaped buffer area at least ten feet (10') wide around the perimeter boundaries." In addition, there are FAR requirements for Commercial development of Area 10 designated on Exhibit "A", the Land Use Plan. The applicant would like to delete these conditions as they are proposing to develop a multifamily residential use on the property. The applicant's request letter is included as Attachment A to this report.

The staff is recommending the applicant's request to amend Paragraph 9 of the public restrictive covenant that applies to Area 10, the property in question. In 2016, the staff recommended the rezoning of this 10.38 acre area to GR-MU-CO through zoning case C14-2016-0037 to add a mixed use combining district. The property is located adjacent to existing multifamily zoning and uses to the northeast and to the east. The staff believes that the applicant's request is consistent with the surrounding zoning patterns/land uses adjacent to this tract of land. Conditions of the 1985 restrictive covenant are no longer required to guide development on this property as the City adopted Subchapter E: Design Standards and Mixed Use (i.e.-Commercial Design Standards) and incorporated these conditions into the Land Development Code in 2007. The restrictive covenants approved with the re-

zonings through the North Lamar Area Study in 1985 have been amended/modified numerous times to date.

The applicant agrees with the staff's recommendation.

**EXISTING ZONING AND LAND USES:**

	<b>ZONING</b>	<b>LAND USES</b>
<i>Site</i>	GR-MU-CO	Undeveloped
<i>North</i>	LR	Undeveloped Tract, Multifamily
<i>South</i>	LO, SF-2	Undeveloped Tract, Single-Family Residences
<i>East</i>	MF-2-CO	Multifamily (Terraces at Scofield Ridge Apartments)
<i>West</i>	RR	Mopac Expressway, Undeveloped Tracts

**AREA STUDY:** North Lamar Area Study

**TIA:** N/A

**WATERSHED:** Walnut Creek

**DESIRED DEVELOPMENT ZONE:** Yes

**CAPITOL VIEW CORRIDOR:** N/A

**HILL COUNTRY ROADWAY:** No

**NEIGHBORHOOD ORGANIZATIONS:**

Austin Heritage Tree Foundation  
 Austin Independent School District  
 Austin Northwest Association  
 Bike Austin  
 Friends of Austin Neighborhoods  
 Homeless Neighborhood Association  
 McNeil/Aston Woods Neighborhood Association  
 North Austin Coalition  
 North Growth Corridor Alliance  
 North Shields Neighborhood Association  
 North Shields Phase II  
 SELTEXAS  
 Sierra Club, Austin Regional Group  
 The Ridge at Scofield Homeowners Association  
 Wells Branch Neighborhood Association

**CASE HISTORIES:**

<b>NUMBER</b>	<b>REQUEST</b>	<b>COMMISSION</b>	<b>CITY COUNCIL</b>
C14-2016-0037 (Scofield Apartments: 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and 3001 Scofield Ridge Parkway)	GR to GR-MU	10/04/16: Approved staff's recommendation of GR-MU-CO zoning on consent, with conditions to prohibit direct driveway access onto the northbound frontage road of the Mo-PAC Expressway and to limit site development to uses and intensities that will not exceed or vary from the	10/13/16: Approved GR-MU-CO zoning, with conditions, on consent (9-0, P. Renteria and E. Troxclair-absent); D. Zimmerman-1 <sup>st</sup> , S. Gallo-2 <sup>nd</sup> .  11/10/16: Approved GR-MU-CO zoning, with conditions, on consent on 2 <sup>nd</sup> /3 <sup>rd</sup> readings (11-0); D. Zimmerman-1 <sup>st</sup> ,

		projected traffic conditions assumed in the final TIA through a public restrictive covenant (10-0, A. Denkler-absent); G. Rojas-1 <sup>st</sup> , S. Lavani-2 <sup>nd</sup> .	O. Houston-2 <sup>nd</sup> .
C14R-85-149.100 (RCA) (Scofield Farms Phase 3 Section 2: 13103 Wingate Way)	An amendment to the restrictive covenant associated with zoning case C14-85-149.100, the North Lamar Area Study, to amend Paragraph 1 of the document as it refers to a conceptual land use plan. Specifically, the applicant would like to amend the language that states, "...that the number of units to be constructed on each Area designated as Residential on the Plan shall not exceed the density set forth on the Plan (As so amended). In the event that any Area is subdivided, the FAR or unit density, as pertinent, on any subdivided lot within such Area may exceed such specified limit so long as the total FAR or unit density within such Area does not exceed such specified limit." The Plan allows for an approved density of 42 units and the applicant requests that the restrictive covenant be modified to allow for a total of 46 single-family Residential units for Area 11. In addition, the applicant would	8/03/13: Approved restrictive covenant amendment by consent (5-0, B. Baker & C. Banks-absent); R. McDaniel-1 <sup>st</sup> , S. Compton-2 <sup>nd</sup> .	8/29/13: Approved the restrictive covenant amendment on consent (7-0); B. Spelman-1 <sup>st</sup> , S. Cole-2 <sup>nd</sup> .

	like to amend Paragraph 5 of the restrictive covenant to delete the reference to "Area 11" in Section (e). Paragraph 5(e) states, "All lots in Areas 11, 15, 16 and 17 shall have lots width at the front building setback line of not less than sixty-five feet (65')." The applicant would like to remove Area 11 from this section so that they can comply with standard subdivision requirements of the City of Austin that include a minimum lot width of 50 feet.		
C14-05-0055 (Tomanet Estates Zoning #5: 12700-12702 Tomanet Trail)	I-RR to SF-1	5/17/05: Approved staff's recommendation of SF-1 district zoning by consent (9-0); J. Martinez-1 <sup>st</sup> , J. Gohil-2 <sup>nd</sup> .	6/09/05: Approved SF-1 by consent (6-0, McCracken-off dais); all 3 readings
C14-03-0188 (Cedar Elm-BWL: 13201-13205 Burnet Road)	GO to GR	4/3/04: Approved staff's recommendation of GR zoning, by consent (9-0); J. Martinez-1 <sup>st</sup> , J. Gohil-2 <sup>nd</sup> .	3/04/04: Granted GR zoning (6-0, McCracken-absent); all 3 readings
C14-00-2179	IP to SF-2, SF-3, MF-1	10/17/00: Approved staff rec. of SF-2 (TR1), SF-3 (TR 2), and MF-1 (TR3) by consent (8-0)	11/30/00: Approved SF-2-CO (TR1), SF-3-CO (TR2); MF-1-CO (TR3) w/condition of 2,000 vehicle trip per day limit (7-0); all 3 readings
C14R-85-149.70 (RCA-Parmer Lane Baptist Church: 1601-1605 West Parmer Lane, 12400-12436 Scofield Farms Drive)	An amendment to the public restrictive covenant to delete the requirement under Section 8 that prohibits an access driveway to Parmer Lane.	1/6/04: Approved staff's recommendation to amend the North Lamar Area Study restrictive covenant by consent (9-0); J. Martinez-1 <sup>st</sup> , J. Donisi-2 <sup>nd</sup> .	2/05/04: Approved the restrictive covenant amendment (7-0)

**RELATED CASES:**

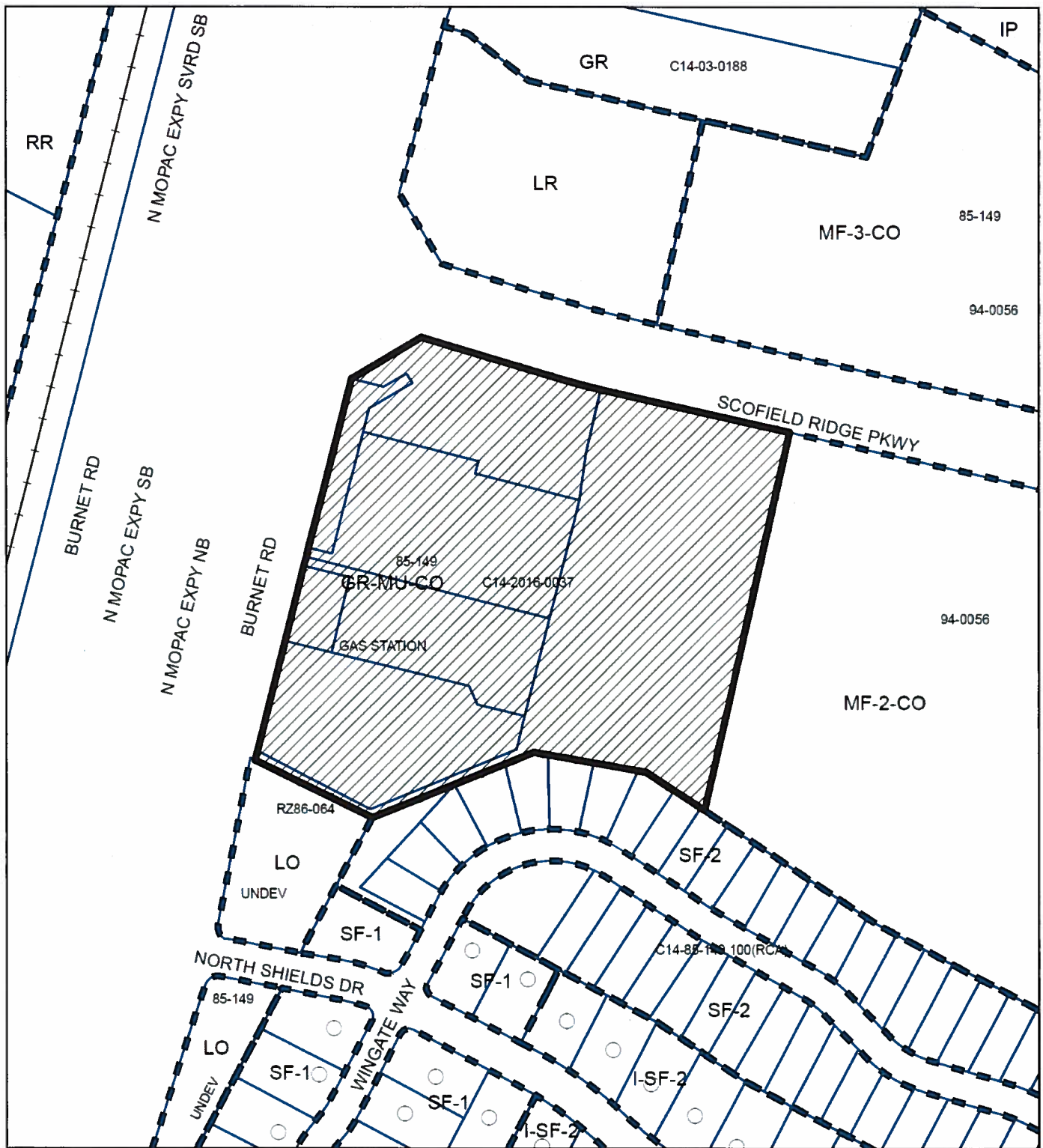
C14-2016-0037 (Rezoning Case)

C14-85-149.100 (North Lamar Area Study Rezonings)

**ABUTTING STREETS:**

NAME	ROW	PAVEMENT	CLASSIFICATION	DAILY TRAFFIC
FM 1325	Varies	Varies	Major Arterial	N/A
Scofield Ridge Parkway	120'	Varies	Arterial	N/A

**CITY COUNCIL DATE:** March 2, 2017**ACTION:****CASE MANAGER:** Sherri Sirwaitis**PHONE:** 512-974-3057  
sherri.sirwaitis@austintexas.gov



SUBJECT TRACT



PENDING CASE



ZONING BOUNDARY

## PLANNED UNIT DEVELOPMENT

ZONING CASE#: C14-85-149.100.02(RCA)

1" = 200'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.









Amanda Swor  
direct dial (512) 807-2904  
aswor@drennergroupp.com

# DRENNER GROUP

December 28, 2016

Mr. Greg Guernsey  
Planning and Zoning Department  
City of Austin  
505 Barton Springs Road  
Austin, TX 78704

Via Hand Delivery

Re: Scofield Apartments – Restrictive Covenant Termination Application for the 10.38 acre piece of property located at 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and 3001 Scofield Ridge Parkway, Austin, Travis County, Texas (the “Property”)

Dear Mr. Guernsey:

As representatives of the owner of the Property, we respectfully submit the enclosed Restrictive Covenant Termination Application package. The project is located at 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and 3001 Scofield Ridge Parkway and is currently undeveloped.

The purpose of this application is to terminate the Restrictive Covenant applied to the Property on January 13, 1986 as part of the North Lamar Area Study associated with zoning case C14-85-149.100.02. The Restrictive Covenant was recorded in the Travis County Real Property Records as Volume 9647, Page 11 on January 13, 1986 and is attached for your review. The Restrictive Covenant has been modified several times to amend the development intensities on property and terminate the enforcement of the Restrictive Covenant on over a third of the area originally enforced. Specifically, the properties directly to the north, northeast, and east of this Property has been removed from the Restrictive Covenant.

The Property was rezoned from GR to GR-MU-CO on November 10, 2016 via Ordinance No. 20161110-031. The purpose of the rezoning was to allow for the development of a 350 unit multifamily complex as contemplated in the TIA approved with the rezoning.

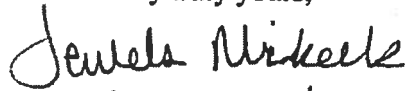
City staff has acknowledged a lack of enforcement in the Restrictive Covenant and informed us the construction of a multifamily project will not violate the Restrictive Covenant as the commercial base zoning district will be maintained. Our client still desires to terminate the Restrictive Covenant to remove it from title as it is contradictory to the current state of the properties it encumbers. While we appreciate the City’s determination that they do not intend to enforce the Restrictive Covenant its terms contain a statement that the failure by the City to enforce this Restrictive Covenant shall not constitute a waiver or estoppel of future rights to do so. Therefore, we request the Restrictive Covenant be terminated as to this property to allow for certainty of title in the future.



December 28, 2016  
Page 2

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

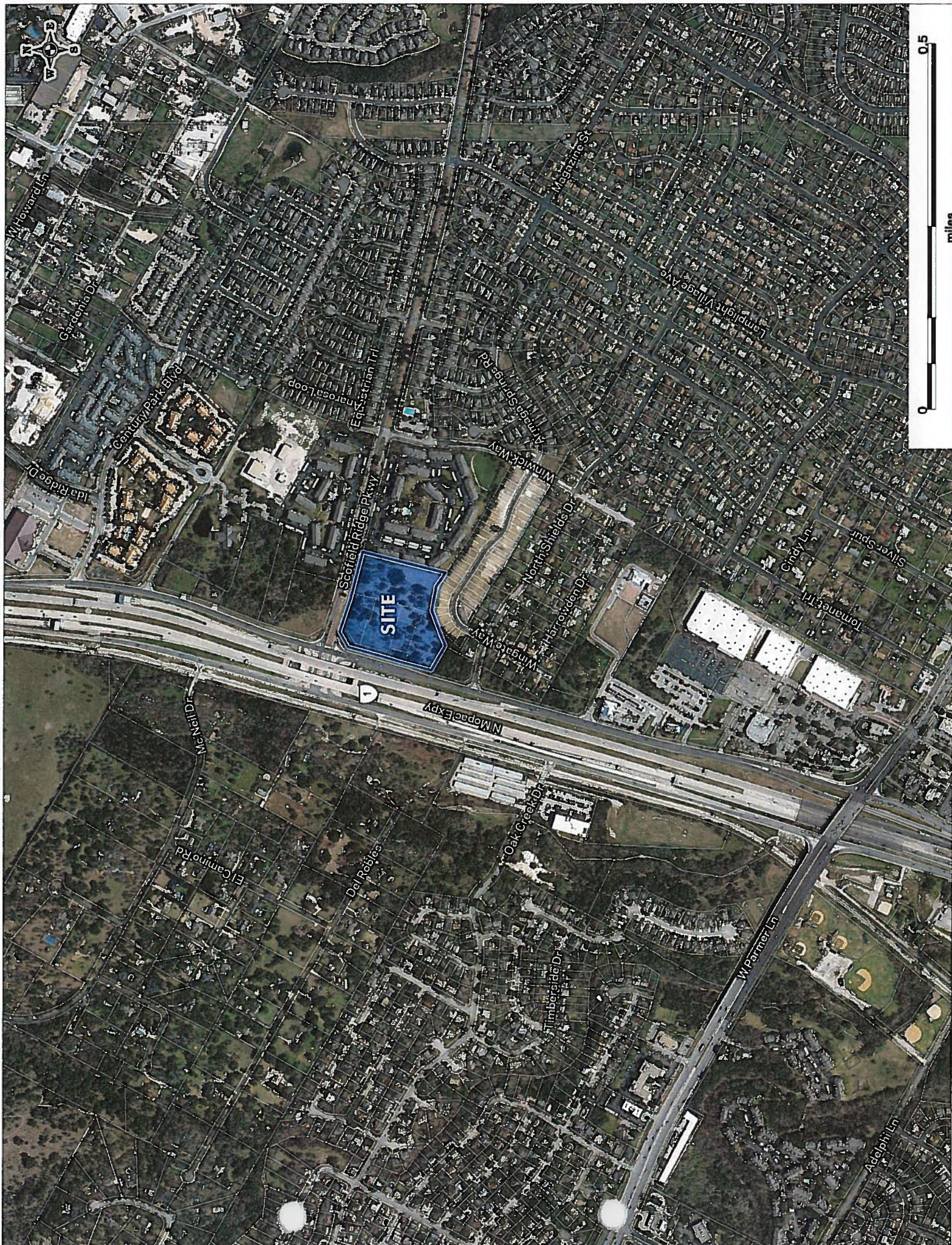
Very truly yours,

  
FOR: Amanda Swor

Amanda Swor  
Drenner Group

cc: Jerry Rusthoven, Planning and Zoning Review Department (*via electronic delivery*)  
Sherri Sirwaitis, Planning and Development Review Department (*Via electronic delivery*)  
Howell Beaver, Oden Hughes, LLC (*via electronic delivery*)







RESTRICTIVE COVENANT

23-  
2009

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

G 4 05 4241  
1000 123935  
Ordinance Nos. 85-  
and 85-

25.00 RTEA  
3 04/11/86

WHEREAS, Nash Phillips/Copus, Inc., a Texas corporation with principal offices in Travis County, Texas ("NPC"), is the record owner of that certain property in Travis County, Texas, more fully described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, the City of Austin, a Texas municipal corporation ("City"), and NPC have agreed that the Property should be impressed with certain covenants and restrictions running with the land, and desire to set forth such agreement in writing;

NOW, THEREFORE, NPC, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand to it paid by City, the receipt of which is hereby acknowledged, does hereby agree with respect to the Property, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on it and its successors and assigns, as follows.

1. A conceptual land use plan ("Plan"), describing and setting for the Property as various Planning Areas and designating certain development and use information, is attached hereto and made a part hereof for all purposes. NPC and City agree that the permanent zoning classifications for the Property shall be as set forth in the above-referenced Ordinances; that the total floor space (excluding parking and all other areas excluded therefrom under the Zoning Ordinance of City applicable on the date hereof) of all buildings on the Planning Areas designated as Commercial, Office/Professional, and Industrial on the Plan shall not exceed the floor to area ratios ("FARs") set forth on the Plan (as amended pursuant hereto from time to time); and that the number of units to be constructed on each Area designated as Residential on the Plan shall not exceed the density set forth on the Plan (as so amended). In the event that any Area is subdivided, the FAR or

REAL PROPERTY RECORDS  
Travis County, Texas

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unit density, as pertinent, on any subdivided lot within such Area may exceed such specified limit so long as the total FAR or unit density within such Area does not exceed such specified limit.

2. The existing street located south of the Property and presently known as Willow Wild Drive shall not be extended across Parmer Lane into the Property.

3. One driveway access to Area 37 from Parmer Lane, between the existing streets located south of the Property and presently known as Provident Way and Willow Wild Drive, shall be permitted.

4. Prior to the issuance of a certificate of occupancy with respect to any building within an adjacent Area, a landscaped berm shall be constructed between the building set back line and the curb on each side of Metric Boulevard, Scofield Farms Lane and the north side of Parmer Lane. Provided that the location and height do not restrict visibility, drainage, site access or public safety, all landscaped berms shall be up to four feet (4') in height as measured from the crest of such berms to the gutter or pavement low point of the adjacent roadway.

5. As regards single-family Areas, the following shall apply:

- (a) Landscaping shall include two (2) hardwood trees, no less than 1" caliper, 5 gallon and seven feet (7') high, and turf in the street yard (the portion of each lot which lies between the street right-of-way line and the actual front wall line of the building) for all residential lots in Areas 11, 15, 16 and 17.
- (b) The minimum size of homes shall be 1300 square feet in Areas 15, 16 and 17, and 1400 square feet in Area 11.
- (c) The exterior walls of all residences in Areas 11, 15, 16 and 17 shall consist of not less than forty percent (40%) masonry.
- (d) All residences in Areas 11, 15, 16 and 17 shall have two (2) car garages.



(e) All lots in Areas 11, 15, 16 and 17 shall have lot width at the front building setback line of not less than sixty-five feet (65').

6. As regards apartment Areas (presently, Areas 21, 24, 28, 30 and 32), the exterior walls shall consist of not less than forty percent (40%) masonry overall, and not less than sixty percent (60%) on walls facing public streets.

7. As regards all computations hereunder, the exterior wall of any structure shall exclude windows, doors, and garage doors, and masonry shall include brick, rock, and stucco.

8. In Area 24, all buildings shall be set back not less than one hundred feet (100') from the 100-year flood plain. In Area 28, all buildings shall be set back not less than fifty feet (50') from the 100-year flood plain. In all other Areas, buildings shall be set back from all public streets at least the distance required under applicable City ordinances.

9. Area 10 is intended to serve area retail needs and all improvements therein will meet applicable compatibility standards under the City zoning ordinance. It is contemplated that buildings generally will have pitched roofs and masonry exterior walls, and that the development will include a landscaped buffer area at least ten feet (10') wide around the perimeter boundaries.

10. Upon the submission to City of any site plan with respect to any part of the Property, as required by the City zoning ordinance, or upon any proposed amendment to this Restrictive Covenant, notice thereof shall be mailed by the applicant to all neighborhood organizations on the City records whose boundaries are contiguous to the Property.

11. If any person or entity of any character shall violate or attempt to violate the foregoing agreements and covenants, it shall be lawful for the City of Austin, its successors and assigns to prosecute proceedings at law or in equity against any person or entity violating or attempting to violate such agreements or covenants and to prevent said person or entity from violating or attempting to violate such agreements or covenants.

12. If any part or provision of this Restrictive Covenant shall be declared invalid by judgment or court order, the same shall in nowise affect any of the other provisions hereof, and such remaining provisions shall remain in full force and effect.

13. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

14. This Restrictive Covenant may be modified, amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed such City Council, and (b) the owner(s) of the portion of the Property affected by the proposed modification, amendment or termination at the time of such action.

EXECUTED, this the 13<sup>th</sup> day of January, 1986.

NASH PHILLIPS/COPUS, INC.

By: *Dan H. Davidson*  
Its Executive Vice President

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 13<sup>th</sup> day of January, 1986 by Dan H. Davidson, Executive Vice-President, on behalf of Nash Phillips/Copus, Inc.

*Phillis A. Aaberg*  
NOTARY PUBLIC, State of Texas  
Print Name PHILLIS A. AABERG  
Notary Public  
State of Texas  
Commission exp. 12-12-87

My Commission Expires:

1/10/86  
J17-18

NOTARY SEAL

EXHIBIT "A"

**CARLSON & DIPPEL**

SURVEYING COMPANY

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN M. SWISHER SURVEY NO. 100, THE T. C. COLLINS SURVEY NO. 61, AND THE FRANCISCO GARCIA NO. 60, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED IN A DEED TO NASH PHILLIPS/COPUS, INCORPORATED, IN VOLUME 8295, PAGE 765, VOLUME 8993, PAGE 106, VOLUME 7961, PAGE 179, VOLUME 8884, PAGE 556, VOLUME 8967, PAGE 567, AND VOLUME 8503, PAGE 86, OF THE TRAVIS COUNTY, TEXAS, DEED RECORDS, SAID TRACT BEING 670.61 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found, same being the northeast corner of the above said Nash Phillips/Copus, Incorporated tract, as recorded in Volume 8295, Page 765, for the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following sixteen (16) courses and distances, numbered 1 through 16,

1. with a non-tangent curve to the right having a radius of 2,804.90 feet, an arc distance of 198.04 feet, and whose chord bears S 25°08'00" W, 197.99 feet, to an iron pin found, at the end of said curve,
2. S 27°12'03" W, 2,770.34 feet, to an iron pin found for an angle,
3. N 77°51'00" W, 257.75 feet, to an iron pin found,
4. N 78°46'22" W, 334.20 feet, to an iron pin found,
5. N 79°02'48" W, 297.87 feet, to an iron pin found for an angle,
6. S 19°12'49" W, 227.84 feet, to an iron pin found,
7. S 40°06'38" W, 150.14 feet, to an iron pin found for an angle,
8. N 72°36'56" W, 86.93 feet, to an iron pin found for an angle,
9. S 02°32'47" E, 214.87 feet, to an iron pin found for an angle,
10. S 62°29'45" E, 47.53 feet, to an iron pin found for an angle,
11. S 24°44'18" W, 182.43 feet, to an iron pin found,
12. S 32°05'40" W, 264.07 feet, to an iron pin found,
13. S 09°49'00" W, 56.75 feet, to an iron pin found for an angle,
14. N 89°07'50" W, 360.83 feet, to an iron pin found for an angle,
15. S 11°44'31" W, 1,196.08 feet, to an iron pin found,
16. S 21°48'33" W, 762.08 feet, to an iron pin found, for the most southeasterly corner of the herein described tract,

THENCE, with the southerly line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. N 60°32'03" W, 1,703.31 feet, to an iron pin found,
2. N 59°12'30" W, 1,046.89 feet, to an iron pin found,
3. N 59°09'43" W, 271.54 feet, to an iron pin found, for the southwest corner of the herein described tract,

THENCE, with the westerly line of the herein described tract, the following sixty-nine (69) courses and distances, numbered 1 through 69,

1. N 30°55'35" E, 882.15 feet, to an iron pin found for an ell corner,
2. N 59°10'43" W, 293.80 feet, to an iron pin found for an angle,

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3. S 44°06'36" W, 94.65 feet, to an iron pin found for an angle,
4. N 59°05'40" W, 255.82 feet, to an iron pin found for an ell corner,
5. N 31°38'16" E, 50.04 feet, to an iron pin found,
6. N 30°48'15" E, 284.32 feet, to an iron pin found,
7. N 43°59'34" E, 628.70 feet, to an iron pin found for an ell corner,
8. S 46°14'04" E, 283.95 feet, to an iron pin found at the beginning of a curve,
9. with a non-tangent curve to the right having a radius of 277.07 feet, an arc distance of 226.37 feet, and whose chord bears S 22°47'15" E, 220.12 feet, to an iron pin found,
10. S 00°40'57" W, 182.49 feet, to an iron pin found,
11. S 88°14'23" E, 486.21 feet, to an iron pin found,
12. N 73°39'15" E, 111.00 feet, to an iron pin found,
13. N 63°48'00" E, 109.21 feet, to an iron pin found,
14. N 48°55'00" E, 110.88 feet, to an iron pin found,
15. N 45°15'00" E, 104.85 feet, to an iron pin found,
16. N 12°04'00" E, 245.63 feet, to an iron pin found,
17. N 02°07'45" E, 383.48 feet, to an iron pin found,
18. N 27°14'45" E, 321.72 feet, to an iron pin found,
19. N 09°11'00" E, 122.44 feet, to an iron pin found at the beginning of a curve,
20. with a curve to the left having a radius of 468.33 feet, an arc distance of 88.25 feet, and whose chord bears N 86°51'45" E, 88.12 feet, to an iron pin found, at the beginning of a curve,
21. with a curve to the right having a radius of 15.00 feet, an arc distance of 26.18 feet, and whose chord bears S 48°32'30" E, 22.98 feet, to an iron pin found, at the end of said curve,
22. N 76°38'30" E, 62.06 feet, to an iron pin found at the beginning of a curve,
23. with a curve to the right having a radius of 15.00 feet, an arc distance of 20.94 feet, and whose chord bears N 41°27'30" E, 19.28 feet, to an iron pin found at the beginning of a curve,
24. with a curve to the right having a radius of 470.85 feet, an arc distance of 251.87 feet, and whose chord bears S 83°13'45" E, 248.88 feet, to an iron pin found at the end of said curve,
25. S 67°54'15" E, 10.28 feet, to an iron pin found at the beginning of a curve,
26. with a curve to the right having a radius of 15.00 feet, an arc distance of 23.04 feet, and whose chord bears S 23°54'15" E, 20.84 feet, to an iron pin found in a curve,
27. with a curve to the right having a radius of 1,050.00 feet, an arc distance of 102.48 feet, and whose chord bears N 22°53'30" E, 102.44 feet, to an iron pin found at the beginning of a curve,
28. N 25°41'15" E, 235.18 feet, to an iron pin found for an ell corner,
29. N 67°53'15" W, 143.20 feet, to an iron pin found,
30. N 08°03'45" E, 248.96 feet, to an iron pin found,
31. N 07°13'00" W, 252.68 feet, to an iron pin found,
32. N 86°29'15" W, 77.58 feet, to an iron pin found,
33. N 20°14'15" W, 203.93 feet, to an iron pin found,
34. N 04°10'00" W, 91.13 feet, to an iron pin found,
35. N 56°35'00" W, 74.52 feet, to an iron pin found for an angle,
36. S 69°43'30" W, 91.16 feet, to an iron pin found for an angle,
37. N 20°16'45" W, 172.47 feet, to an iron pin found at the beginning of a curve,
38. with a curve to the left having a radius of 225.00 feet, an arc distance of 152.03 feet, and whose chord bears N 39°38'15" W, 149.15 feet, to an iron pin found at the end of said curve,
39. N 58°59'30" W, 11.06 feet, to an iron pin found for an ell corner,

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40. N 31°09'15" E, 115.14 feet, to an iron pin found for an ell corner,
41. N 58°59'50" W, 460.21 feet, to an iron pin found,
42. N 58°58'45" W, 731.53 feet, to an iron pin found,
43. N 58°56'28" W, 394.81 feet, to an iron pin found,
44. N 58°44'19" W, 64.00 feet, to an iron pin found,
45. N 58°55'37" W, 395.32 feet, to an iron pin found for an ell corner,
46. S 31°41'26" W, 110.02 feet, to an iron pin found,
47. S 31°45'51" W, 60.06 feet, to an iron pin found,
48. S 31°14'03" W, 271.15 feet, to an iron pin found for an ell corner,
49. N 59°56'30" W, 625.98 feet, to an iron pin found,
50. S 68°58'45" W, 168.69 feet, to an iron pin found,
51. S 57°13'36" W, 667.25 feet, to an iron pin found for an angle,
52. N 59°37'00" W, 136.44 feet, to an iron pin found,
53. N 59°39'43" W, 144.97 feet, to an iron pin found,
54. N 59°36'57" W, 680.04 feet, to an iron pin found,
55. N 53°36'27" W, 168.03 feet, to an iron pin found,
56. N 59°37'33" W, 347.95 feet, to an iron pin found for an ell corner,
57. S 30°27'25" W, 47.67 feet, to an iron pin found for an ell corner,
58. N 59°31'27" W, 50.07 feet, to an iron pin found,
59. N 59°37'16" W, 149.92 feet, to an iron pin found for an ell corner,
60. N 30°27'10" E, 122.37 feet, to an iron pin found for an ell corner,
61. N 60°01'34" W, 375.88 feet, for an ell corner,
62. N 18°11'15" E, 135.09 feet, for an ell corner,
63. N 59°55'21" W, 137.68 feet,
64. N 16°42'27" E, 66.52 feet,
65. S 59°45'04" E, 139.50 feet,
66. N 17°11'09" E, 139.16 feet,
67. N 59°46'58" W, 139.98 feet, for the southwest corner of the above said Nash Phillips/Copus, Incorporated tract, as recorded in Volume 8967, Page 567, of the Travis County, Texas, Deed Records,
68. N 16°56'25" E, 307.74 feet,
69. N 16°58'55" E, 494.42 feet, to an iron stake at the northwest corner of the above said Nash Phillips/Copus, Incorporated tract, as recorded in Volume 8884, Page 556, Travis County, Texas, Deed Records, for the northwest corner of the herein described tract,

THENCE, with the north line of the herein described tract, the following sixteen (16) course and distances, numbered 1 through 16,

1. S 70°00'05" E, 343.87 feet,
2. S 49°30'05" E, 119.78 feet,
3. S 74°30'20" E, 544.73 feet, for an ell corner,
4. N 23°17'55" E, 248.39 feet, for an ell corner,
5. S 59°15'50" E, 829.49 feet, for the northeast corner of the above said Nash Phillips/Copus, Incorporated tract as recorded in Volume 8884, Page, 556,
6. N 27°01'25" E, 242.99 feet,
7. N 26°47'55" E, 56.34 feet,
8. N 31°19'10" E, 26.04 feet,
9. N 28°20'25" E, 210.54 feet, for an ell corner,
10. S 61°19'33" E, 301.64 feet, for an ell corner,
11. S 55°52'37" E, 106.28 feet,
12. S 61°36'03" E, 1,348.75 feet, for an ell corner,

Page 4

Scofield Farms, 670.61 Acres

13. N 31°32'57" E, 1,049.88 feet, for an ell corner,
14. S 59°13'18" E, 1,239.67 feet,
15. S 59°26'25" E, 1,733.96 feet, to an iron pin found,
16. S 59°19'10" E, 2,694.80 feet, to the POINT OF BEGINNING containing 670.61 Acres of Land.

Prepared By: CARLSON & DIPPEL SURVEYING COMPANY  
3401 Riddle Road  
Austin, Texas 78748

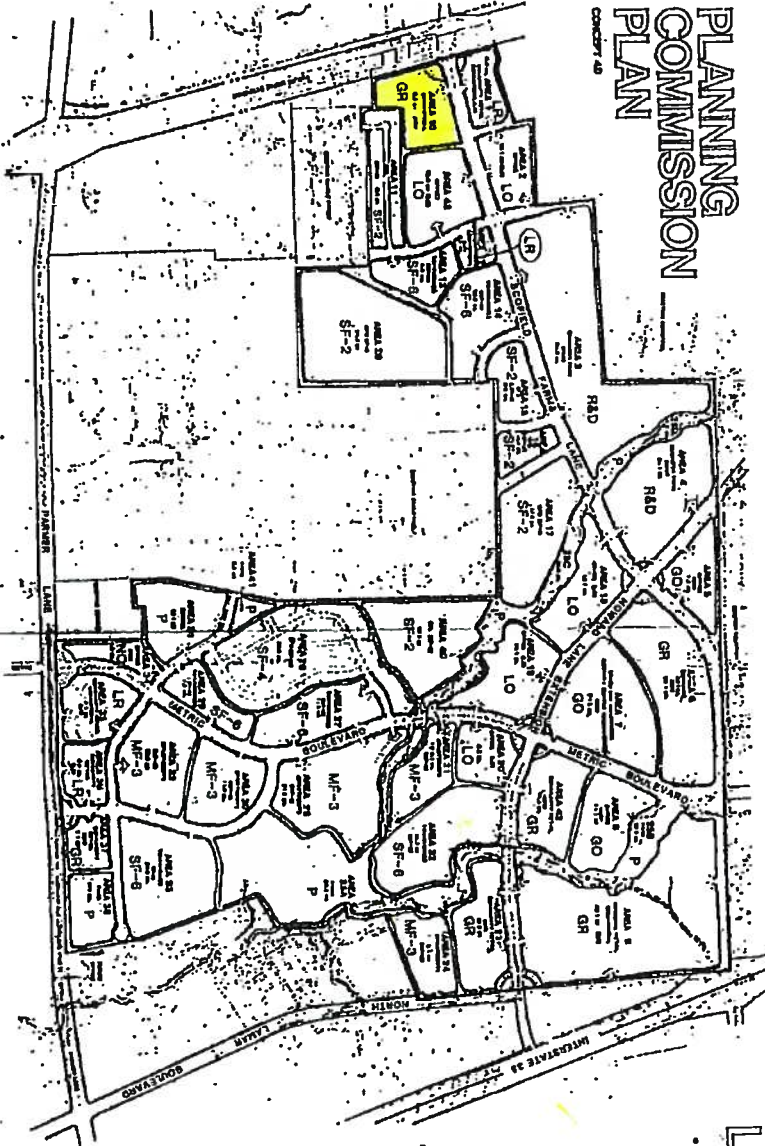
EC/add  
Job No. 852  
1/23/86

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# EXHIBIT "A"

## PLANNING COMMISSION PLAN

## SCOTTELD FARMS NASH PHILLIPS/COPUS • AUSTIN, TEXAS



## LAND USE PLAN

LAND USE	ACRES	PERCENTAGE	TOTAL
AGRICULTURAL	10.00	10.00	10.00
RESIDENTIAL	10.00	10.00	10.00
COMMERCIAL	10.00	10.00	10.00
INDUSTRIAL	10.00	10.00	10.00
RECREATION	10.00	10.00	10.00
UTILITY	10.00	10.00	10.00
TRANSPORTATION	10.00	10.00	10.00
GOVERNMENT	10.00	10.00	10.00
UNDEVELOPED	10.00	10.00	10.00
TOTAL	100.00	100.00	100.00

LAND USE	ACRES	PERCENTAGE	TOTAL
AGRICULTURAL	10.00	10.00	10.00
RESIDENTIAL	10.00	10.00	10.00
COMMERCIAL	10.00	10.00	10.00
INDUSTRIAL	10.00	10.00	10.00
RECREATION	10.00	10.00	10.00
UTILITY	10.00	10.00	10.00
TRANSPORTATION	10.00	10.00	10.00
GOVERNMENT	10.00	10.00	10.00
UNDEVELOPED	10.00	10.00	10.00
TOTAL	100.00	100.00	100.00

LAND USE	ACRES	PERCENTAGE	TOTAL
AGRICULTURAL	10.00	10.00	10.00
RESIDENTIAL	10.00	10.00	10.00
COMMERCIAL	10.00	10.00	10.00
INDUSTRIAL	10.00	10.00	10.00
RECREATION	10.00	10.00	10.00
UTILITY	10.00	10.00	10.00
TRANSPORTATION	10.00	10.00	10.00
GOVERNMENT	10.00	10.00	10.00
UNDEVELOPED	10.00	10.00	10.00
TOTAL	100.00	100.00	100.00

LAND USE	ACRES	PERCENTAGE	TOTAL
AGRICULTURAL	10.00	10.00	10.00
RESIDENTIAL	10.00	10.00	10.00
COMMERCIAL	10.00	10.00	10.00
INDUSTRIAL	10.00	10.00	10.00
RECREATION	10.00	10.00	10.00
UTILITY	10.00	10.00	10.00
TRANSPORTATION	10.00	10.00	10.00
GOVERNMENT	10.00	10.00	10.00
UNDEVELOPED	10.00	10.00	10.00
TOTAL	100.00	100.00	100.00





Return  
City of Austin  
Mgt. of Laws  
P.O. Box 1088  
Austin, TX 78767-8828

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me, and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas on

APR 11 1988



*New Angeline*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT OF THIS INSTRUMENT WAS  
NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

*New Angeline*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
1988 APR 11 AM 10:23

FILED

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