

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into on this _____ day of _____, 2021 (the "Effective Date"), by and between the CITY OF PFLUGERVILLE, TEXAS, a municipal corporation ("City"), and BLD VOHL 6A-1, LLC, a Texas limited liability company ("BLD") (City, and BLD are individually referred to herein as a "Party," and collectively referred to herein as the "Parties").

R E C I T A L S

A. BLD is the owner of certain real property located in Travis County, Texas consisting of approximately 5.06 acres and more particularly described on Exhibit A attached hereto ("BLD Property").

B. The Northeast Travis County Utility District ("District") is the owner of certain real property adjacent to the BLD Property located in Travis County, Texas as generally shown on Exhibit B attached hereto ("District Property").

C. The District Property and the BLD Property are sometimes individually referred to herein as a "Parcel" and collectively referred to herein as the "Parcels."

D. The Parties desire to enter into this Agreement for the purposes of detailing the terms and conditions regarding the construction, use, and maintenance of water and wastewater improvements and other area infrastructure, including the dedication of additional right-of-way ("Additional ROW") as shown on Exhibit C attached hereto to be included in the final plat for the proposed development of the Parcels. The Additional ROW is being provided to facilitate the City's installation of "Road Signal Improvements" as that term is defined in Section 3.02 below.

E. This Agreement is in all respects made subject to all other matters of record in the Official Public Records of Travis County, Texas, affecting the Parcels.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I

1.01 Term. The term of this Agreement shall be 45 years after the Effective Date.

ARTICLE II WASTEWATER IMPROVEMENTS

2.01 Phase 1 Wastewater Improvements. BLD will construct the following wastewater infrastructure over and across the District Property to serve the BLD Property: 8" gravity wastewater line ("Initial Gravity Line"), grinder pump ("Grinder Pump"), and 4" force main ("Force Main") conveying wastewater from the BLD Property to the existing sanitary sewer manhole located at the intersection of Hidden Lake Drive and Taylor Falls Drive, on the plat recorded as Document No. 200300119, Official Public Records, Travis County, Texas. The Initial Gravity Line, Grinder Pump and Force Main are collectively referred to herein as the "Phase 1 Wastewater Facilities" and are generally depicted on the wastewater concept plan shown on Exhibit D attached hereto ("Phase 1 Wastewater").

Concept Plan”). As set forth on the application for Final Plat of Villages of Hidden Lake Commercial to be recorded in the Travis County Official Public Records as attached hereto as Exhibit E (“Plat”), there will be a non-exclusive, perpetual wastewater easement dedicated to the District and the City in connection with the Phase 1 Wastewater Facilities (“Phase 1 Wastewater Facilities Easement”). The Phase 1 Wastewater Facilities Easement shall be subject to the Easement Agreement (Sanitary Sewer) from Villages of Hidden Lake Homeowners Association, Inc., a Texas non-profit corporation to BLD recorded as Document No. 2019200475 of the Official Public Records Travis County, Texas, and the easement recorded as _____.

2.02 East-West Wastewater Gravity Line. The City may desire to extend wastewater service from the existing City gravity wastewater line located on property east of the District Property, over and across the District Property, to property located to the west of the District Property along an alignment generally shown on Exhibit F attached hereto (the “East-West WW Gravity Line”).

2.03 Phase 2 Wastewater Improvements. In the event of development and construction by the City of the East-West WW Gravity Line, it is anticipated that the City and the District will record an easement by separate instrument prior to recordation of the Plat. City may, but shall not be obligated to construct the following wastewater infrastructure over and across the District Property to serve the BLD Property as shown in Exhibit G attached hereto if it deems necessary: (i) convert the Grinder Pump to a gravity manhole (“Gravity Manhole”), and (ii) construct a gravity line conveying wastewater from the BLD Property to the East-West WW Gravity Line (“Future Gravity Line”). The Gravity Manhole and Future Gravity Line are collectively referred to herein as the “Phase 2 Wastewater Facilities” and are generally depicted on the wastewater concept plan shown on Exhibit G attached hereto (“Phase 2 Wastewater Concept Plan”). The City is hereby granted the right under this Section 2.03 to relocate and limit all or a portion of the Phase 1 Wastewater Facilities Easement to cover the Phase 2 Wastewater Facilities (the “Phase 2 Wastewater Facilities Easement”); provided, (a) such easement relocation is acceptable to BLD, (b) wastewater capacity to the BLD Property will continue to provide at least the same wastewater capacity to the BLD Property as provided pursuant to the Phase 1 Wastewater Easement, and (c) all costs and expenses of the development and construction of the Phase 2 Wastewater Facilities are paid and borne by the City, including abandonment or removal of the Force Main.

2.04 Operation and Maintenance By City of the Wastewater Facilities. Section 1 of The First Amendment to Comprehensive Development Agreement Between RMD Holdings, L.P. and the City of Pflugerville, Texas, Including Consent to the Inclusion of Land in Water Districts and the Development of a Certain 718.315 Acre Tract Located in Travis County, Texas, entered into by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership and Pflugerville East, LLC, a Texas limited liability corporation, the City, and Northeast Travis County Utility District, a conservation and reclamation district (the “Consent Agreement”) provides that the City shall operate and maintain water and waste water facilities serving land within the District boundaries as excerpted immediately below:

“It is anticipated that after payment of reimbursement by the District, Developer will convey ownership, from time to time, of the District’s Water System, District’s Wastewater System and Districts Drainage System to the District for operation and maintenance, and the District will subsequently convey the District’s Water System

and the District's Wastewater System to the City for operation and maintenance by the City to enable the City to provide retail water and wastewater service in the District."

City covenants and agrees to maintain, repair, and replace the Phase 1 Wastewater Facilities and the Phase 2 Wastewater Facilities (if the Phase 2 Wastewater Facilities are constructed) in accordance with the terms of the Consent Agreement.

2.05 Wastewater LUEs. The City shall provide wastewater service in sufficient capacity to serve the proposed development of the BLD Property, utilizing the Phase 1 Wastewater Facilities or the Phase 2 Wastewater Facilities, as more particularly described in Article I of this Agreement. In connection therewith, the City covenants and agrees that it shall provide up to an aggregate amount of fifteen (15) living unit equivalent ("LUE") units of wastewater service to the BLD Property.

2.06 Water LUEs. The City shall provide water service in sufficient capacity to serve the proposed development of the BLD Property. In connection therewith, the City covenants and agrees that it shall provide up to an aggregate amount of fifteen (15) living unit equivalent ("LUE") units of water service to the BLD Property.

ARTICLE III OTHER DEVELOPMENT ISSUES

3.01 Permitted Uses and Other Development Regulations Applicable to the BLD Property. The Parties agree that the BLD Property shall be held and developed under Retail (R) district set forth in Section 4.3 of the City's Unified Development Code as of the Effective Date of this Agreement with permitted, conditional, and prohibited uses as set forth therein. Notwithstanding the foregoing, the Parties agree as follows:

- (a) The following uses shall be additional permitted uses of the BLD Property as more specifically identified with an asterisk under Retail (R) district set forth on attached Exhibit H attached hereto ("Approved Uses").
 - (i) Automotive Repair and Service,
 - (ii) Business Services,
 - (iii) Financial Services Institution, Alternative
 - (iv) Liquor Store (Off-Premise Consumption), and
 - (v) Nursery Indoor/Outdoor Sales.
- (b) Liquor Store (Off-Premise Consumption), Financial Services Institution, and Financial Services Institution, Alternative, may have Drive In/Drive Through as more specifically identified on the attached Approved Uses.
- (c) 100% masonry shall be required on the exterior of structures on the BLD Property.
- (d) The BLD Property shall be developed in accordance with Section 4.3.4 Development Regulations of the City's Unified Development Code as more specifically modified under Retail (R) district set forth on attached Exhibit I attached hereto.
- (e) A site development permit from the City shall be required for development on the BLD Property. Prior to submitting a site development plan application to the City for any Parcel of the BLD Property, BLD or its successors shall enter into a private agreement regarding any

other building site restriction or development parameter applicable to the respective Parcel(s) of the BLD Property covered in the site development plan application.

3.02 Development Plan – BLD Property. The BLD Property will be developed in accordance with the development plan for the BLD Property shown on Exhibit J attached hereto (“Development Plan – BLD Property”). . The Parties also acknowledge the City’s need for the Additional ROW, as reflected on the City of Pflugerville’s Thoroughfare Master Plan and identified in the Kelly Lane Capital Improvements Project Plan, to support traffic demands for this area including the installation of vehicular and pedestrian facilities, including but not limited to traffic signals, sidewalks, trails, and other facilities. The City has provided BLD the requirements for the Additional ROW dedicated as part of the Plat, as shown on Exhibit C for “Road Signal Improvements.” City shall solely be responsible for any and all Road Signal Improvements, including the design, approval, and cost along with the installation of the signal, roadway, widening of Kelly Lane or Hidden Lake Drive including relocation or replacement of any existing hardscape, landscape, utility services, or appurtenances whether constructed together or separately. City shall commence construction of the traffic signal within 24 months of the Effective Date of this Agreement. The developers of the BLD Property shall only be responsible for installing a six foot (6’) wide sidewalk along Kelly Lane and Hidden Lake Drive directly adjacent to each individual lot frontage. City agrees that said sidewalks can meander within the right-of-way, and that BLD, or its successors will not be responsible for relocating or reconstructing the homeowners association monument, including but not limited to signage, landscape, hardscape, lighting, and electrical service related to the homeowners association monument that exists within or adjacent to the right-of-way. The City does not oppose the median breaks and curb cut locations, driveway types (standard, or right-in/right-out), and access to the BLD Property as generally shown on the Development Plan – BLD Property, if approved by Travis County.

3.03 Driveways: There are six driveways shown on the Development Plan – BLD Property that have been approved by the City. This includes four shared driveways involving the Parcels are generally shown on the Development Plan – BLD Property. Two shared driveways including median cuts are located on Hidden Lake Drive and provide shared access for the District Property and the BLD Property (“Hidden Lake Shared Driveways”), and two shared driveways are located on Kelly Lane (“Kelly Lane Shared Driveways”).

- (a) Hidden Lake Shared Driveways. The easements for the Hidden Lake Shared Driveways will be dedicated by plat as generally shown on the proposed Final Plat of Villages of Hidden Lake Commercial to be recorded in the Travis County Official Public Records attached hereto as Exhibit E (“Plat”). The responsibility for construction and maintenance of the Hidden Lake Shared Driveways that are shared by the District will be the responsibility of the adjacent benefitted lots.
- (b) Kelly Lane Shared Driveways. BLD is not required to have shared driveways on Kelly Lane, but the City hereby approves the locations of the Kelly Lane Shared driveway as shown on the Development Plan – BLD Property (Exhibit J) so that BLD can choose to use them in the future. Should BLD elect to use the Kelly Lane Shared Driveways, prior to final approval of a site development permit for the Parcels, BLD will be required to record by separate private easement between the applicable adjacent property owners to address the cost of construction and maintenance obligations between the parties. Each of the two Kelly Lane Shared

Driveways will be treated as separate projects and BLD may elect to have one shared driveway, but not the other, which would result in an easement for only one shared driveway.

3.04 Grinder Pump Access Easement and Screening. The Grinder Pump will be accessed by the City through a shared drive from Kelly Lane. This shared drive can consist of temporary all-weather gravel roadway. After development of the BLD Property, access to the Grinder Pump shall be provided through a fire lane located on the parking layout of the BLD Property. The Grinder Pump and related improvements including electrical service shall be screened by a cedar board fence and landscaping. Cedar pickets shall be at least one inch (1”) thick, six inches (6”) wide, and eight feet (8’) tall, and treated regularly (no longer than five years) with a high quality stain and/or waterproofing sealer. Fencing shall be replaced regularly in order to maintain a high-quality appearance. Landscaping shall be installed on all sides of the wood fence and consist of native, evergreen shrubs planted a maximum of four feet (4’) apart on center that shall create a solid screen to a minimum height of height feet (8’) within two (2) years. A masonry wall shall not be required. The owner of Lot 2 Block B of the Plat is solely responsible for maintenance of landscaped screening surrounding the enclosure for the Grinder Pump and related improvements.

3.05 Manville WSC CCN. The project is currently under the jurisdiction of Manville WSC (“Manville”) for water service. The City is presently in negotiation with Manville to remove the area from Manville’s CCN and into the City’s CCN. The City agrees to use best efforts to enter into an agreement with Manville and complete the submittal and approval from the Texas Public Utility Commission that would provide water service to the project by the City at the same rates as though it was in the City’s CCN. The timeframes set forth in this Section 3.05 are not subject to the force majeure provisions of Section 4.04 of this Agreement.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.01 All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees who become Parties of any portion of the Property or any interest therein, whether by operation of law or in any manner whatsoever, and until modified as herein provided. Each covenant to do, or to refrain from doing, some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is a burden upon each Parcel, (ii) runs with each Parcel, (iii) is an equitable servitude, and (iv) shall benefit or be binding upon each successive Party during its ownership of each Parcel, or any portion thereof.

4.02 BLD SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY BLD; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY BLD OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY

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BLD OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM BLD HEREUNDER; (III) BLD'S NONPAYMENT UNDER CONTRACTS BETWEEN BLD AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY BLD OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO BLD'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, DIRECTLY ATTRIBUTABLE TO THE AUTHORIZED IMPROVEMENTS OR BLD'S RESPONSIBILITIES UNDER THIS AGREEMENT (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY.

THIS SECTION SHALL BE EFFECTIVE FOR THE SOONER TO OCCUR OF TWO YEARS FOLLOWING THE EFFECTIVE DATE, OR THE ACCEPTANCE AND DEDICATION BY THE CITY OF THE AUTHORIZED IMPROVEMENTS.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST BLD.

4.03 None of the terms or provisions contained in this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses, or otherwise, nor shall this Agreement cause the Parties to be considered joint venturers or members of any joint enterprise or association or render any of said Party liable for the debts or obligations of any other of said Parties.

4.04 Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including without limitation acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty.

4.05 All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) deposited into the custody of a recognized

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with a copy to:

David Hartman
Smith|Robertson
1717 West 6th Street, Suite 295
Austin, TX 78703
DHartman@Smith-Robertson.com

4.06 If any dispute, claim or other matter in question arising out of this Agreement ("Dispute") shall occur, and an agreement shall not have been reached within ten (10) days after notice of a Dispute is delivered by one or more Parties to one or more other Parties, then any Party concerned in such dispute or controversy shall first have the right at any time after the expiration of such ten (10) day period to refer the same to mediation, which shall be governed by the Texas Alternative Dispute Resolution Act, Chapter 154, Tex. Civ. Prac. & Rem. Code, as the same may be amended or superseded.

4.07 In the event any Party should bring suit against any other Party in respect to any matters provided for herein, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs of court in connection with such suit. As used herein, a "prevailing Party" shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

4.08 If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

4.09 This Agreement shall be construed under and in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in Travis County, Texas.

4.10 This Agreement may not be modified or amended unless evidenced by a written agreement executed by all Parties.

4.11 This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

4.12 Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.13 The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This {002.00216671.26}

provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

4.14 As of the Effective Date, BLD represents that, to the extent this Agreement constitutes a “governmental contract” within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither BLD nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of BLD is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., Ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

4.15 Pursuant to Texas Government Code 2252.908, BLD agrees to file with the City a signed and completed Texas Ethics Commission (“TEC”) Form 1295 and a certification of filing prior to execution of this Agreement.

EXHIBIT LIST:

- Exhibit A: BLD Property – Legal Description
- Exhibit B: District Property
- Exhibit C: Additional ROW
- Exhibit D: Phase 1 Wastewater Concept Plan
- Exhibit E: Plat
- Exhibit F: East-West WW Gravity Line
- Exhibit G: Phase 2 Wastewater Concept Plan
- Exhibit H: Approved Uses
- Exhibit I: Section 4.3.4 Development Regulations of the City’s Unified Development Code
- Exhibit J: Development Plan – BLD Property

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE CITY:

CITY OF PFLUGERVILLE, TEXAS, A MUNICIPAL CORPORATION

BY: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by _____, in his capacity as _____ of the City of Pflugerville, Texas, a municipal corporation, and stated that he executed same on behalf of said company and partnership.

Notary Public, State of Texas

BLD VOHL 6A-1, LLC,
a Texas limited liability company

By: LD Equity, LLC,
a Texas limited liability company
Its: Sole Member and Manager

By: UMTH Land Development, L.P.
Its: Manager

By: UMT Services, Inc.
Its: General Partner

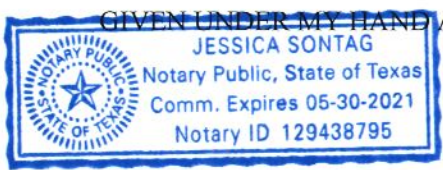
By: [Signature]
Name: Jim Kenney
Its: vice President

Date of Execution: 12/21/20

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me this 21st day of December, 2020 by Jim Kenney, vice President of UMT Services, Inc., a Delaware corporation, the General Partner and on behalf of UMTH Land Development, L.P., a Delaware limited partnership, the Manager and on behalf of LD Equity, LLC, a Texas limited liability company, the Sole Member and Manager and on behalf of BLD VOHL 6A-1, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 2020.



Jessica Sontag
Notary Public

My Commission Expires: 5/30/21

Jessica Sontag
Print name of Notary

EXHIBIT A
BLD Property – Legal Description

Tract 1: Approximately 1.724 acres of land located in Travis County, Texas, more particularly described on Exhibit A-1 attached hereto and incorporated herein for all purposes.

Tract 2: Approximately 2.84 acres of land located in Travis County, Texas, more particularly described on Exhibit A-2 attached hereto and incorporated herein for all purposes.

Tract 3: Approximately 0.500 acres of land located in Travis County, Texas, more particularly described on Exhibit A-3 attached hereto and incorporated herein for all purposes.

Tract 1, Tract 2, and Tract 3 are collectively referred to herein as the “BLD Property” as shown on Exhibit A-4 attached hereto and incorporated herein for all purposes.

EXHIBIT A-1

TRACT 1

**METES AND BOUNDS DESCRIPTION
OF 1.724 ACRES OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 1.724 acres of land, out of Lot 2, the Bratcher Subdivision according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract listed in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under File No. 2002118294, in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No.11, A-277, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

BEGINNING at a ½" iron rod found for the northwest corner of said Lot 2, common to the most northerly northeast corner of Lot 1, of said Bratcher Subdivision and the northwest corner of the herein described tract, in the south right-of-way line of Kelly Lane (60' R.O.W.);

THENCE South 63°03'47" East - 221.45', along said south right-of-way line, to a ½" iron rod set for the west end of the southwest right-of-way cutback curve at the intersection of said Kelly Lane and Hidden Lake Drive, common to a point on a curve to the right, having a central angle of 90°59'33", a radius of 25.00', and from which point the center of the circle of said curve bears South 26°55'41" West;

THENCE along said curve to the right, along said southwest right-of-way cutback curve, in a southeasterly direction, an arc distance of 39.70' to a ½" iron rod set for the south end of said southwest right-of-way cutback curve, in the west right-of-way line of said Hidden Lake Drive (90' R.O.W.);

THENCE South 27°54'50" West - 160.03', along said west right-of-way line, to a ½" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 07°02'07", and a radius of 1045.00';

THENCE along said curve to the left, in a southerly direction, an arc distance of 128.31', to a ½" iron rod found for the northeast corner of the 8.378 acre tract described in the deed from Lennar Homes of Texas Land and Construction, Ltd. to Northeast Travis County Utility District recorded under Document No. 2005081202, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract;

THENCE North 60°02'41" West - 249.68', along the north line of said 8.378 acre tract, to a ½" iron rod found for the northwest corner of said 8.378 acre tract, common to the southwest corner of the herein described tract, in an east line of aforesaid Lot 1, common to the west line of aforesaid Lot 2;

THENCE North 26°55'25" East - 300.39', along said common line, to the **POINT OF BEGINNING** of the herein described tract and containing 1.724 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-005-26-A520



Certification Date
April 20, 2006



THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE LAND TITLE SURVEY BY PATE SURVEYORS LAST CERTIFIED, APRIL 20, 2006. REFERENCE IS HEREBY MADE TO THE SURVEY AS "PART ONE".

EXHIBIT A-2

TRACT 2

**METES AND BOUNDS DESCRIPTION
OF 2.840 ACRES OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 2.840 acres of land, out of the 10.836 acre tract described in the deed from Melissa Biggs, et vir to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118293, in the Official Public Records of Travis County, Texas, and out of Lot 2, Bratcher Subdivision, according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract listed in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118294, in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No. 11, A-277, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

COMMENCING at ½" iron pipe found for the northeast corner of the 75' x 75' Sprint PCS Cellular Site described in the PCS Site Agreement recorded under Document No. 2001111639, in the Official Public Records of Travis County, Texas, common to the northwest corner of 9.999 acre tract described in the deed from Fritz E. Hodde, et ux to C. Hardin Camp, II, et ux recorded under Document No. 2001163384, in the Official Public Records of Travis County, Texas, in the south right-of-way line of Kelly Lane (60' R.O.W.); **THENCE** South 26°56'25" West - 75.13' to a ½" iron rod set for the most easterly northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the southeast corner of said 75' x 75' Sprint PCS Cellular Site

THENCE South 26°56'25" West - 327.21', along the east line of aforesaid 10.836 acre tract, common to the west line of said 9.999 acre tract, to a ½" iron rod found for the northeast corner of the 0.5000 acre tract described in the deeds from Lennar Homes of Texas Land and Construction, Ltd. to James S. Driscoll, John A. Pfluger, John Wilder, K.C. Willis, Joann McKenzie, and Len-Buf/Hiddenlake 2 - JV, Ltd. recorded under Document Nos. 2006039048, 2006039042, 2006039045, 2006039051, 2006055335, and 2006051376, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract;

THENCE North 40°43'29" West - 269.76', along the north line of said 0.5000 acre tract, to a ½" iron rod found for an angle corner of said 0.5000 acre tract, common to an angle corner of the herein described tract;

THENCE North 58°08'11" West - 140.67', continuing along said north line, to a ½" iron rod found for the northwest corner of said 0.5000 acre tract, in the east right-of-way line of Hidden Lake Drive (90' R.O.W.), common to a point on a curve to the right, having a central angle of 06°03'56", a radius of 955.00', and from which point the center of the circle of said curve bears South 68°09'05" East;

THENCE along said curve to the right, along said east right-of-way line, in a northerly direction, an arc distance of 101.10' to a ½" iron rod found for the end of curve;

THENCE North 27°54'50" East - 162.42', continuing along said east right-of-way line, to a ½" iron rod set for the south end of the southeast right-of-way cutback curve at the intersection of aforesaid Hidden Lake Drive and aforesaid Kelly Lane, common to a point on a curve to the right, having a central angle of 89°01'02", a radius of 25.00, and from which point the center of the circle of said curve bears South 62°05'19" East;

Page 2 – 2.840 Acres

THENCE along said curve to the right, along said southeast cutback curve, in a northeasterly direction, an arc distance of 38.84' to a ½" iron rod set for the east end of said southeast cutback curve, in the south right-of-way line of said Kelly Lane;

THENCE South 63°03'47" East - 57.42', along said south right-of-way, to a ½" iron pipe found for an angle corner;

THENCE South 63°01'14" East - 233.11', continuing along said south right-of-way line, to a ½" iron rod found for the northwest corner of aforesaid 75' x 75' Sprint PCS Cellular Site, common to the most northerly northeast corner of the herein described tract;

THENCE South 26°58'19" West - 75.05', along the west line of said 75' x 75' Sprint PCS Cellular Site, to a ½" iron rod found for the southwest corner of said 75' x 75' Sprint PCS Cellular Site, common to an angle corner of the herein described tract;

THENCE South 62°57'31" East - 75.06', along the south line of said 75' x 75' Sprint PCS Cellular Site, to the **POINT OF BEGINNING** of the herein described tract and containing 2.840 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-005-26-A520



Neil Hines

Certification Date
April 20, 2006

THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE LAND TITLE SURVEY BY PATE SURVEYORS LAST CERTIFIED, APRIL 20, 2006. REFERENCE IS HEREBY MADE TO THE SURVEY AS "PART ONE".

EXHIBIT A-3

**TRACT 3
METES AND BOUNDS DESCRIPTION
OF 0.500 ACRE OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 0.500 acre of land, out of the 10.836 acre tract described in the deed from Melissa Biggs, et vir to Lennar Homes of Texas Land and Construction, Ltd. Recorded under Document No. 2002118293, in the Official Public Records of Travis County, Texas, and out of Lot 2, Bratcher Subdivision, according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract described in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118294 in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No II, A-277, Travis County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System Central Zone).

BEGINNING at a ½" iron rod found for the northeast corner of the 3.942 acre tract described in the deed from Lennar Homes of Texas Land and Construction, Ltd. to Northeast Travis County Utility District recorded under Document No. 2005081202, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract, in the west line of the 9.9999 acre tract described in the deed from Fritz E Hodde, et ux to C Hardin Camp, II, et ux recorded under Document No. 2001163384, in the Official Public Records of Travis County, Texas;

THENCE North 27°14'11" West - 310.91' along the north line of said 3.942 acre tract, to a ½" iron rod found for an angle corner of said 3.942 acre tract, common to an angle corner of the herein described tract;

THENCE North 58°08'11" West - 134.88', continuing along said north line to a ½" iron rod found for the northwest corner of said 3.942 acre tract, common to the southwest corner of the herein described tract, in the east right-of-way line of Hidden Lake Drive (90' R.O.W) recorded under Document No. 2003061165, in the Official Public Records of Travis County, Texas, and common to a pint on a curve to the right, having a central angle of 01°50'00", a radius of 955.00', and from which point the center of the circle of said curve bears South 69°59'05" East;

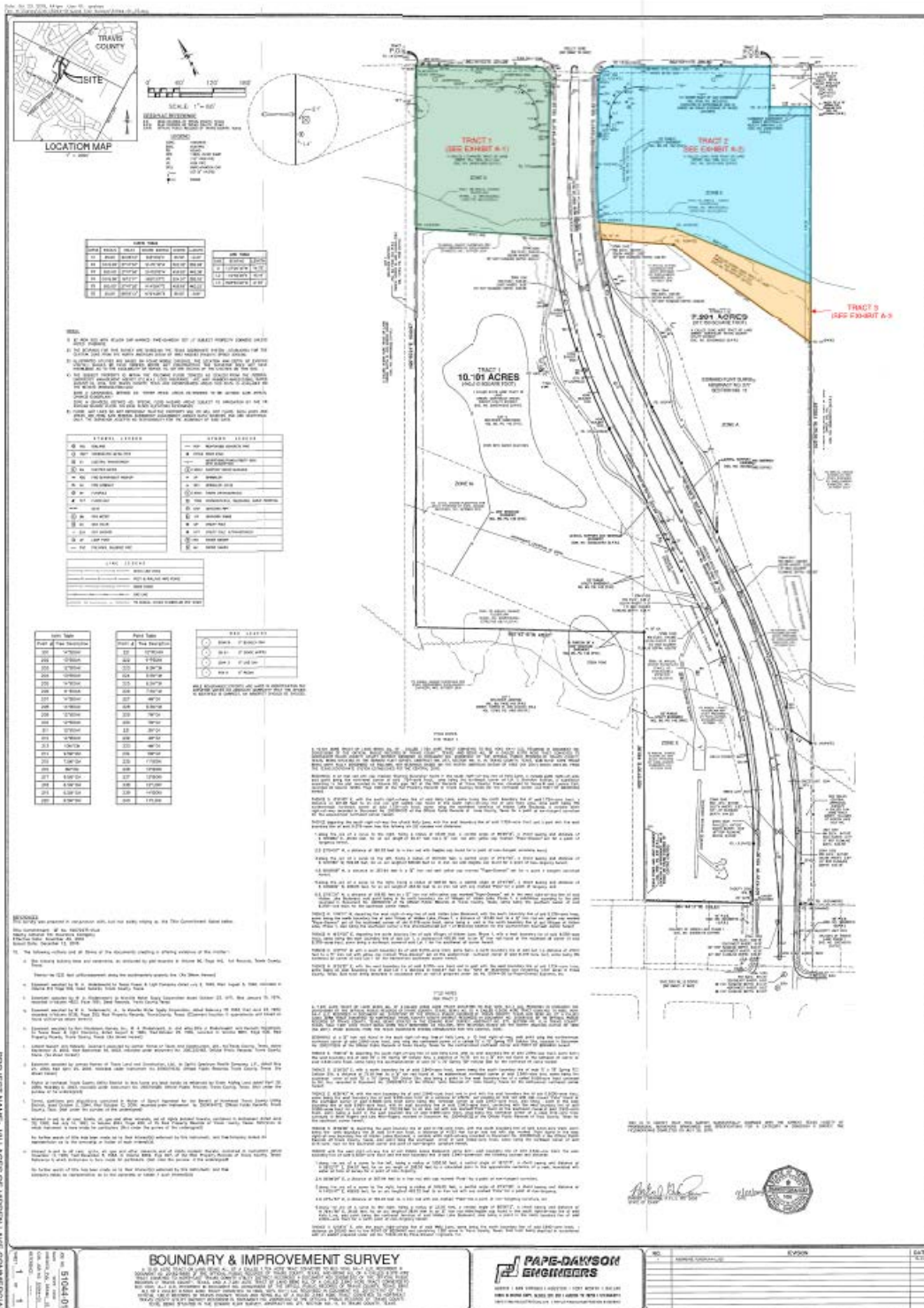
THENCE along said curve to the right, along said east right-of-way line, in a northerly direction, an arc distance of 30.56' to a ½" iron rod set for the northwest corner of the herein described tract;

THENCE South 58°08'11" East - 140.67' to ½' iron rod set for an angle corner of the herein described tract;

THENCE South 40°43'29" East - 269.76' to a ½" iron rod set for the northeast corner of the herein described tract, in the west line of afore said 9.999 acre tract from which a ½" iron pipe found for the northeast corner of the 75' x 75' Sprint PCS Cellular Site described in the PCS Site Agreement recorded under Document No. 2001111639, in the Official Public Records of Travis County, Texas, common to the northwest corner of said 9.999 acre tract, in the south right-of-way line of Kelley Lane (60' R.O.W), bears North 26°56'25" East - 402.34';

THENCE, South 26°56'25" West - 109.35', along said west line, to the **POINT OF BEGINNING** of the herein described tract and containing 0.5000 acre of land.

EXHIBIT A-4



{002.00216671.26}

A-4-1

EXHIBIT B
District Property

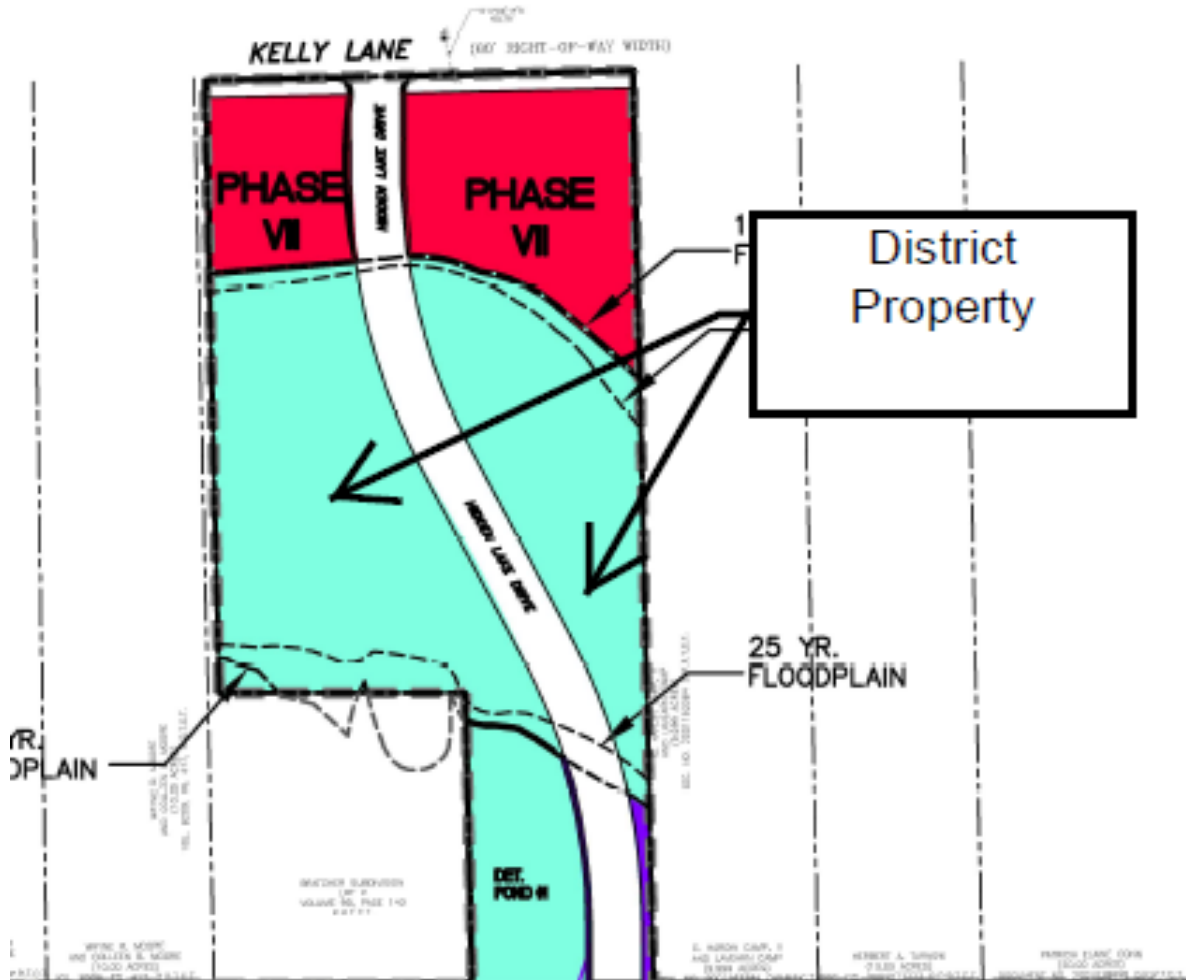
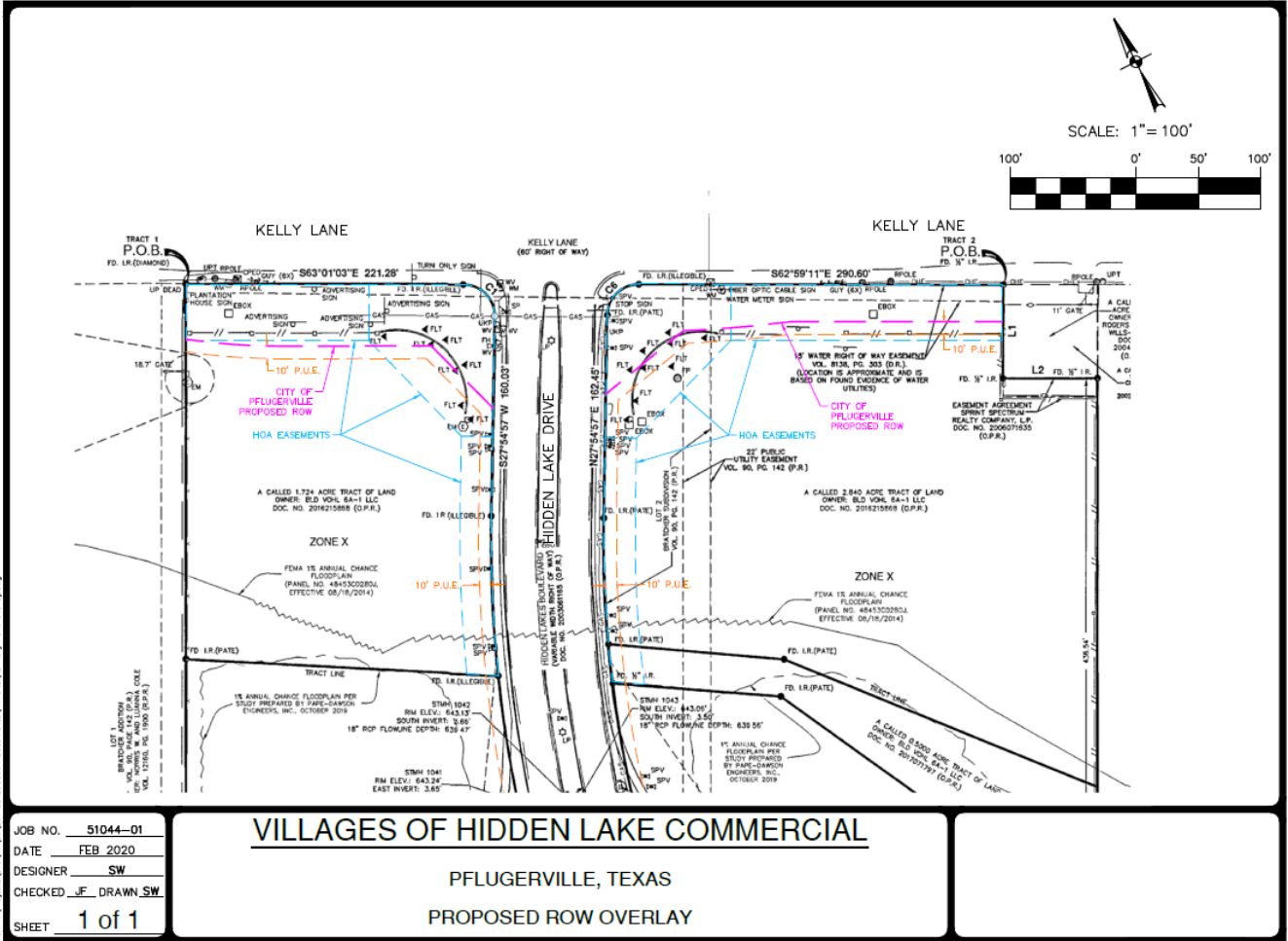


EXHIBIT C

Additional ROW



Refer: PLS, 03, 2015, A-01, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADEQUATELY FILTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT D
Phase 1 Wastewater Concept Plan

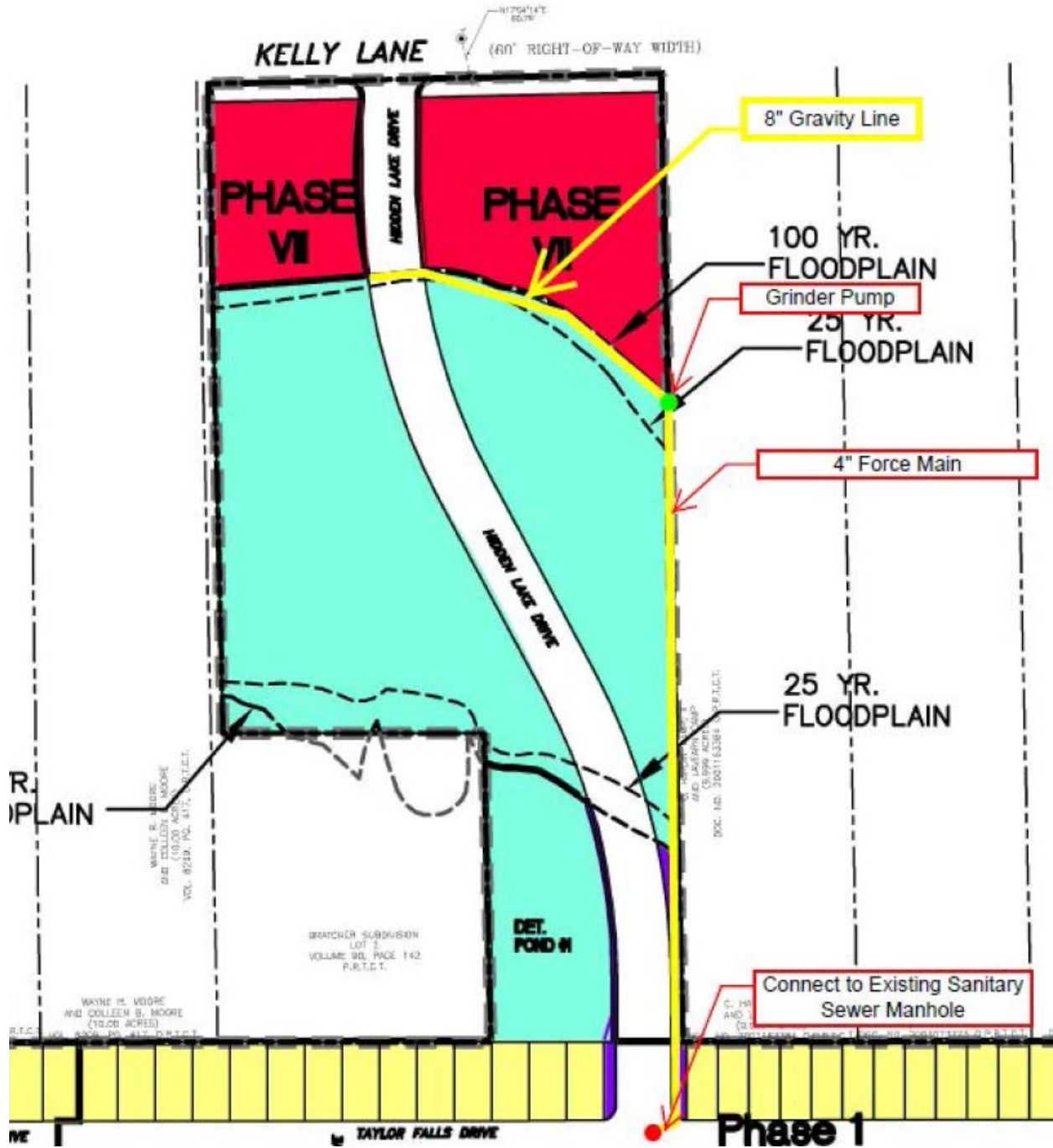


EXHIBIT E

Plat

FINAL PLAT OF
VILLAGES OF HIDDEN LAKE COMMERCIAL

TRACT 1

A 10.10 ACRE TRACT OF LAND BEING ALL OF A CALLED 1.73 ACRE TRACT CONVEYED TO BIL VOHL, 64-1, LLC, RECORDED IN DOCUMENT NO. 200801888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 8.37 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 200801202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARD PLATT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.

TRACT 2

A 7.62 ACRE TRACT OF LAND BEING ALL OF A CALLED 3.84 ACRE TRACT CONVEYED TO BIL VOHL, 64-1, LLC, RECORDED IN DOCUMENT NO. 200801888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.50 ACRE TRACT CONVEYED TO BIL VOHL, 64-1, LLC, RECORDED IN DOCUMENT NO. 201070757 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.84 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 200801202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.14 ACRE TRACT CONVEYED TO VILLAGES OF HIDDEN LAKE, 184, INC., RECORDED IN DOCUMENT NO. 200801888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARD PLATT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY CONSUMER PROTECTION
NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION
**PAPE-DAWSON
ENGINEERS**

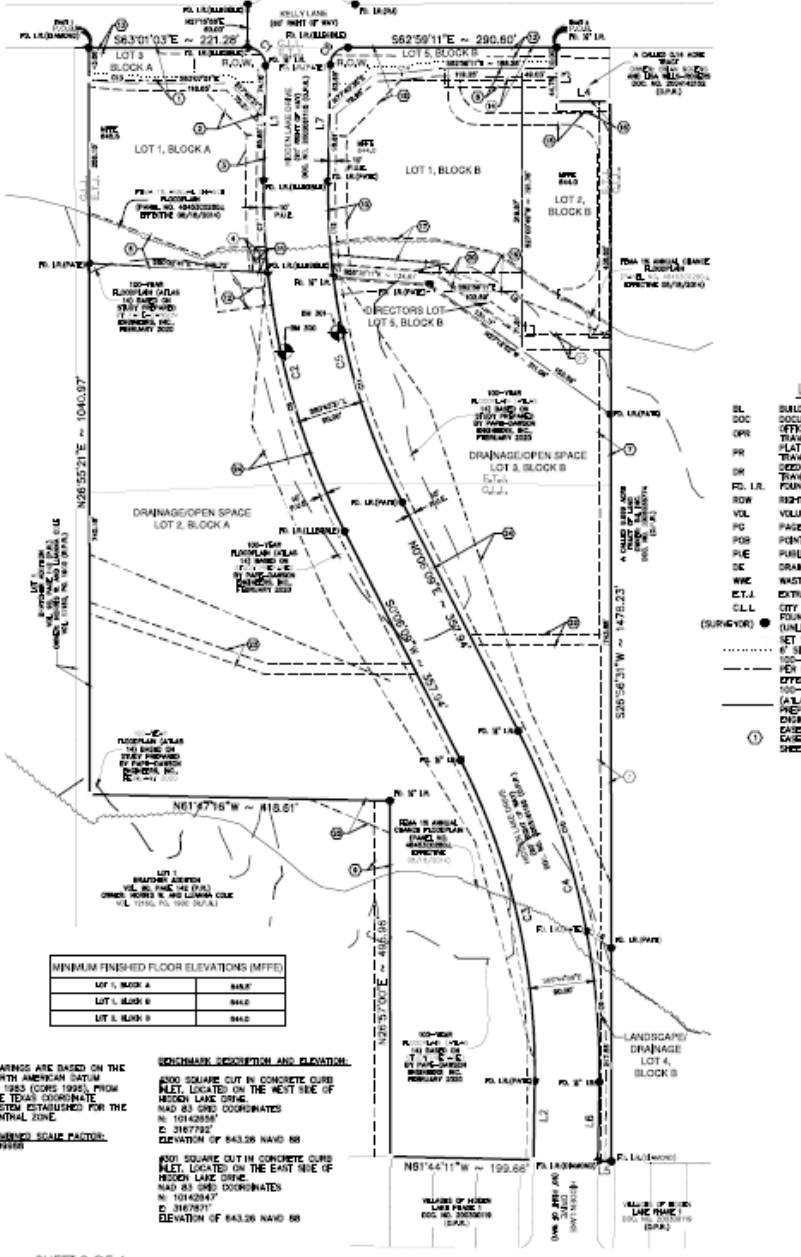
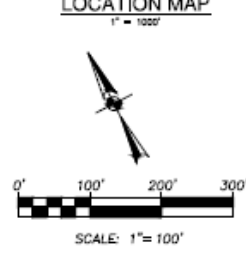
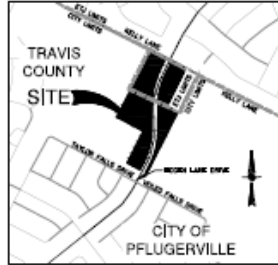
AUSTIN • SAN ANTONIO • HOUSTON • FORT WORTH • DALLAS
13801 H MORAN CIRCLE, SUITE 300 • AUSTIN, TX 78750 • 512-484-0111
TRAVIS COUNTY REGISTRATION #001 • TRAVIS COUNTY REGISTRATION #10000001

SHEET 1 OF 4

**FINAL PLAT OF
VILLAGES OF HIDDEN LAKE COMMERCIAL**

TRACT 1
A 10.10 ACRE TRACT OF LAND BEING ALL OF A CALLED 1.72 ACRE TRACT CONVEYED TO HLD VHL 6A-1 LLC, RECORDED IN DOCUMENT NO. 2018215886 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 8.37 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 202001202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARDS PLINT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.

TRACT 2
A 7.42 ACRE TRACT OF LAND BEING ALL OF A CALLED 2.04 ACRE TRACT CONVEYED TO HLD VHL 6A-1 LLC, RECORDED IN DOCUMENT NO. 2018215886 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A CALLED 5.38 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 202001202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.14 ACRE TRACT CONVEYED TO VILLAGES OF HIDDEN LAKE HOA INC., RECORDED IN DOCUMENT NO. 2020032253 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARDS PLINT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.



- LEGEND**
- DL BUILDING SETBACK LINE
 - DOC DOCUMENT NUMBER
 - OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - PR PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - SD 500-YEAR FEMA FLOODPLAIN
 - FL, LR FLOOD RECORDS OF TRAVIS COUNTY, TEXAS
 - FRD FLOOD RECORD
 - ROW RIGHT OF WAY
 - VOL VOLUME
 - PG PAGE(S)
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - WWE WASTEWATER EASEMENT
 - E.T.J. EXTRA-TERRITORIAL JURISDICTION
 - C.L.L. CITY LIMIT LINE
 - FOUND 1/2" FROM ROD (PD)
 - 8" BEARING
 - SET 1/2" FROM ROD (PD)
 - 100-YEAR FEMA FLOODPLAIN PER PANEL NO. 4845302080
 - EFFECTIVE 08/18/2014
 - 100-YEAR FLOODPLAIN (A.L.S.-14), BASED ON STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., FEBRUARY 2010
 - EASEMENT LABEL—SEE EASEMENT TABLE
 - ① SHEET 2 FOR DETAILS

OWNER: HLD VHL 6A-1 LLC
ADDRESS: 12008 REDWOOD BLVD., SUITE 600
AUSTIN, TX 78750
(512) 774-7536 P

OWNER: NORTHEAST TRAVIS COUNTY UTILITY DISTRICT
ADDRESS: 102 N. RAILROAD AVE.
PFLUGERVILLE, TX 78660

OWNER: VILLAGES OF HIDDEN LAKE HOA INC.
ADDRESS: 11149 REDWOOD BLVD., SUITE 100
AUSTIN, TX 78759
(512) 502-7401 P

ACREAGE: 17.521 ACRES
LOTS ACREAGE: 17.521 ACRES

ENGINEER & SURVEYOR: PAPE-DAWSON ENGINEERS, INC.
10801 N. MESAQ EXPY., SUITE 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: EDWARDS PLINT SURVEY
ABSTRACT 277

NUMBER OF BLOCKS: 2

DRAINAGE/OPEN SPACE LOTS: 2

LANDSCAPE/DRAINAGE LOTS: 3

COMMERCIAL LOTS: 1

DIRECTORS LOT: 1

BLUFF-TO-HAY: 1

TOTAL LOTS: 9

LINEAR FEET OF NEW STREETS: 0'

SUBMITTAL DATE: DECEMBER 5, 2019

MINIMUM FINISHED FLOOR ELEVATIONS (MFFE)	
LOT 1, BLOCK A	841.0
LOT 1, BLOCK B	841.0
LOT 2, BLOCK B	841.0

BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CONS. 1995), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

CONVERSION SCALE FACTOR: 0.99998

CONCRETE CURB AND ELEVATION:
2000 SQUARE CUT IN CONCRETE CURB INLET LOCATED ON THE WEST SIDE OF HIDDEN LAKE DRIVE.
NAD 83 GRID COORDINATES: N: 101428547
E: 31877927
ELEVATION OF 843.26 NAVD 88

2001 SQUARE CUT IN CONCRETE CURB INLET LOCATED ON THE EAST SIDE OF HIDDEN LAKE DRIVE.
NAD 83 GRID COORDINATES: N: 101428547
E: 31877917
ELEVATION OF 843.26 NAVD 88



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MESAQ EXPY., SUITE 3, SUITE 200 | AUSTIN, TX 78759 | (512) 454-8711
TRAFFIC FROM REDWOOD BLVD. AND 1 TRAFFIC FROM REDWOOD BLVD. AND 1

**FINAL PLAT OF
VILLAGES OF HIDDEN LAKE COMMERCIAL**

TRACT 1

A 10.10 ACRE TRACT OF LAND BEING ALL OF A CALLED 1.72 ACRE TRACT CONVEYED TO BLD VOL. 84-1 LLC, RECORDED IN DOCUMENT NO. 2019019888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 8.37 ACRE TRACT CONVEYED TO NORTHCAST TRAVIS COUNTY UTILITY DISTRICT NO. 2019017197 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING SITUATED IN THE EDWARD FLINT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, T. 18 N. R. 12 E. S. 31, TRAVIS COUNTY, TEXAS.

TRACT 2

A 7.48 ACRE TRACT OF LAND BEING ALL OF A CALLED 3.84 ACRE TRACT CONVEYED TO BLD VOL. 84-1 LLC, RECORDED IN DOCUMENT NO. 2019019888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.64 ACRE TRACT CONVEYED TO NORTHCAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2019017197 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.14 ACRE TRACT CONVEYED TO VILLAGES OF HIDDEN LAKE HOA INC., RECORDED IN DOCUMENT NO. 2020080353 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARD FLINT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, T. 18 N. R. 12 E. S. 31, TRAVIS COUNTY, TEXAS.

NOTES:

- THE PLAT LIES WITHIN THE CITY OF PLEASANTON FULL PURPOSE JURISDICTION AND POLICE/JUDICIAL ETC.
- WATER AND WASTEWATER SHALL BE PROVIDED BY THE CITY OF PLEASANTON. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
- A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
- EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL FOR ORDINANCE #1008-15-02-24. THE SHARPER (PROPERTY OWNERS) HEREIN, SUCCESSORS AND ASSIGNS SHALL RETURN THE SUBDIVISION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERLY FREE OF LITTER, DEBRIS, AND TRASH.
- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURED FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT EXCEPT AS APPROVED BY THE CITY.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PREVENT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR/MAINTENANCE, DEMOLITION, RELOCATION, REMOVAL, CREATION AND REVISION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
- A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
- THE SUBDIVISION IS SUBJECT TO ALL CITY OF PLEASANTON ORDINANCES OR TEXAS MANUALS RELATED TO THE PRESERVATION FOR CITY ORDINANCE #1003-15-02-24 AND CITY RESOLUTION #224-08-05-24.
- PERMITS FOR THE VILLAGES OF HIDDEN LAKE HAS BEEN PREVIOUSLY OBTAINED. THE TOTAL PERMITS REVENUE FOR THE DEVELOPMENT IS 15.57 ACRES FOR 1285 PLANNED SINGLE FAMILY LOTS.
- THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO THE CITY OF PLEASANTON ORDINANCE #1079-08-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- THE SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR, AND 100 YEAR STORM EVENTS.
- ALL EXISTING UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL, WATER SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PLEASANTON ENGINEERING DESIGN MANUAL AS APPLICABLE.
- THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PLEASANTON.
- NO DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PLEASANTON, UNTIL DEVELOPMENT BEGINS PRIOR TO ANY CONSTRUCTION.
- ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DESIGN REQUIREMENTS OF THE CITY OF PLEASANTON ENGINEERING DESIGN MANUAL AS APPLICABLE.
- WATER AND WASTE SYSTEMS SHALL CONFORM TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VARIATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE DISCRETION TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. _____ OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND AMENDED FOR THE NOTICE OF APPLICABILITY RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 484830203M TRAVIS COUNTY, TEXAS, DATED AUGUST 18, 2014.
- SIDEWALKS:**
SIDEWALK #200: SQUARE CUT IN CONCRETE CURB INLET, LOCATED ON THE WEST SIDE OF HIDDEN LAKE DRIVE.
ELEVATION: 843.25' NAVD 83
SIDEWALK #201: SQUARE CUT IN CONCRETE CURB INLET, LOCATED ON THE EAST SIDE OF HIDDEN LAKE DRIVE.
ELEVATION: 843.25' NAVD 83
- ALL EASEMENTS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
- LOT 2, BLOCK A AND LOT 3, BLOCK B ARE HEREBY DEDICATED AS OPEN SPACE AND DRAINAGE LOTS TO BE OWNED AND MAINTAINED BY THE NORTHCAST TRAVIS COUNTY UTILITY DISTRICT.
- NO OUT OR RILL ON ANY LOT MAY CROSS DRAINAGE, INCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT OR A PARKING AREA FOOTPRINT IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP SHALL REQUIRE IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- A PORTION OF THIS PLAT IS WITHIN THE UNLITATED HAZARDOUS AND SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOL. 80, PG. 143, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, WHICH SHALL BE VACATED CONCURRENTLY WITH THE PLATTING OF THIS PLAT.
- LOT 4, BLOCK B SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- LOT 4, BLOCK B IS HEREBY DEDICATED AS A CITY OF PLEASANTON WASTEWATER UTILITY EASEMENT.
- THE TEMPORARY DRAINAGE EASEMENTS ACROSS LOTS 1-2, BLOCK A AND LOTS 1-4, BLOCK B WILL BE DESIGNATED BY SEPARATE INSTRUMENT.
- RIGHT-OF-WAY (ROW) TO THE CITY OF PLEASANTON IS AS SHOWN ON THIS PLAT.

LINE #	EA-1	LENGTH
1	LINE 1	100.00
2	LINE 2	100.00
3	LINE 3	100.00
4	LINE 4	100.00
5	LINE 5	100.00
6	LINE 6	100.00
7	LINE 7	100.00
8	LINE 8	100.00
9	LINE 9	100.00
10	LINE 10	100.00

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	100.00	90.00	S00.00W	141.42
C2	100.00	90.00	S00.00W	141.42
C3	100.00	90.00	S00.00W	141.42
C4	100.00	90.00	S00.00W	141.42
C5	100.00	90.00	S00.00W	141.42
C6	100.00	90.00	S00.00W	141.42
C7	100.00	90.00	S00.00W	141.42
C8	100.00	90.00	S00.00W	141.42
C9	100.00	90.00	S00.00W	141.42
C10	100.00	90.00	S00.00W	141.42
C11	100.00	90.00	S00.00W	141.42
C12	100.00	90.00	S00.00W	141.42
C13	100.00	90.00	S00.00W	141.42
C14	100.00	90.00	S00.00W	141.42

BLOCK A	
L.T. #	1-10
A	100.00
B	100.00
C	100.00
D	100.00
E	100.00
F	100.00
G	100.00
H	100.00
I	100.00
J	100.00

BLOCK B	
L.T. #	1-10
A	100.00
B	100.00
C	100.00
D	100.00
E	100.00
F	100.00
G	100.00
H	100.00
I	100.00
J	100.00

EASEMENTS

- | | | |
|---|--|---|
| 1 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 11 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 21 DRAINAGE EASEMENT
DOC. NO. _____ (D.P.R.) |
| 2 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 12 20' WATERWAY EASEMENT | 22 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) |
| 3 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 13 20' SHARED DRIVEWAY EASEMENT | 23 20' SHARED DRIVEWAY EASEMENT |
| 4 15' WATER EASEMENT | 14 15' WATER FRONT OF WAY EASEMENT
VOL. 828, PG. 303 (D.P.R.)
(LOCATION IS APPROPRIATE AND IS BASED ON FUTURE EVIDENCE OF WATER UTILITIES) | 24 15' WATER EASEMENT |
| 5 DRAINAGE EASEMENT
DOC. NO. _____ (D.P.R.) | 15 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 25 15' WATERWAY EASEMENT
DOC. NO. _____ (D.P.R.) |
| 6 15' WASTEWATER EASEMENT | 16 VARIABLE WIDTH HOA EASEMENT
DOC. NO. 2018050476 (D.P.R.) | 26 15' WASTEWATER EASEMENT
DOC. NO. _____ (D.P.R.) |
| 7 15' WATERWAY EASEMENT | 17 VARIABLE WIDTH TEMPORARY
ACCESS EASEMENT
DOC. NO. _____ (D.P.R.) | 27 15' WASTEWATER EASEMENT
DOC. NO. _____ (D.P.R.) |
| 8 20' SHARED DRIVEWAY EASEMENT | 18 EASEMENT ACQUIRED BY TITLE
SPECTRUM REALTY COMPANY, L.P.
DOC. NO. 2009011055 (D.P.R.) | 28 LATERAL SUPPORT AND GENERAL EASEMENT
DOC. NO. 2010220769 (D.P.R.) |
| 9 20' PUBLIC UTILITY EASEMENT
VOL. 80, PG. 143 (D.P.R.) | | 29 200' DRAINAGE EASEMENT
VOL. 80, PG. 143 (D.P.R.) |

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
1801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78708 | 512.454.8711
THREE YEAR REGISTRATION #420 | THREE YEAR REGISTRATION #4028881

FINAL PLAT OF
VILLAGES OF HIDDEN LAKE COMMERCIAL

TRACT 1

A 10.10 ACRE TRACT OF LAND BEING ALL OF A CALLED 1.72 ACRE TRACT CONVEYED TO BLD VNL 84-1 LLC, RECORDED IN DOCUMENT NO. 2018218888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 8.37 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008203253 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARD FUNT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.

TRACT 2

A 7.42 ACRE TRACT OF LAND BEING ALL OF A CALLED 2.84 ACRE TRACT CONVEYED TO BLD VNL 84-1 LLC, RECORDED IN DOCUMENT NO. 2018218888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.50 ACRE TRACT CONVEYED TO BLD VNL 84-1 LLC, RECORDED IN DOCUMENT NO. 2017071797 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.04 ACRE TRACT CONVEYED TO NORTHEAST TRAVIS COUNTY UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008203253 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE EDWARD FUNT SURVEY, ABSTRACT NO. 277, SECTION NO. 11, IN TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT, BLD VNL 84-1 LLC, BEING THE OWNER OF A CALLED 1.724 ACRE TRACT AND A CALLED 2.840 ACRE TRACT CONVEYED THEREIN BY A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2018218888 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND THE OWNER OF A CALLED 0.500 ACRE TRACT CONVEYED THEREIN BY A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2017071797 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY SUBMIT 3.044 ACRES OF LAND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS "VILLAGES OF HIDDEN LAKE COMMERCIAL" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREIN.

WITNESS MY HAND, THIS THE _____ DAY OF _____ A.D.

TOOD ETTOR, EXECUTIVE VICE PRESIDENT
BLD VNL 84-1 LLC
13809 RESEARCH BLVD, SUITE 600
AUSTIN, TX 78750

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC, STATE OF _____ SEAL

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT, NORTHEAST TRAVIS COUNTY UTILITY DISTRICT, BEING THE OWNER OF A CALLED 3.04 ACRE TRACT AND A CALLED 8.37 ACRE TRACT CONVEYED THEREIN BY A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2008203253 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY SUBMIT 11.41 ACRES OF LAND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS "VILLAGES OF HIDDEN LAKE COMMERCIAL" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREIN.

WITNESS MY HAND, THIS THE _____ DAY OF _____ A.D.

DISTRICT ENGINEER
NORTHEAST TRAVIS COUNTY UTILITY DISTRICT
102 N. RAINBOW AVE.
FLEISHERVILLE, TX 78860

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS J. KELLY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC, STATE OF _____ SEAL

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT, VILLAGES OF HIDDEN LAKE HOA INC., BEING THE OWNER OF A CALLED 0.14 ACRE TRACT CONVEYED THEREIN BY A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2008203253 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY SUBMIT 0.14 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, SUBJECT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS "VILLAGES OF HIDDEN LAKE COMMERCIAL" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREIN.

WITNESS MY HAND, THIS THE _____ DAY OF _____ A.D.

_____, DIRECTOR OF HOA
VILLAGES OF HIDDEN LAKE HOA INC.
11449 RESEARCH BLVD, SUITE 100
AUSTIN, TX 78750

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC, STATE OF _____ SEAL

SHEET 4 OF 4

ENGINEER'S FLOOD PLAIN CERTIFICATION:

A PORTION OF THIS TRACT IS WITHIN THE 16 ANNUAL CHANCE FLOOD PLAIN FOR THE FEDERAL FLOOD INSURANCE ADMINISTRATION RISK COMMUNITY PANEL NO. 4840320824 DATE AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IN ACCORDANCE WITH CHAPTER 82 OF THE TRAVIS COUNTY CODE.

MICHAEL S. FISHER
REGISTERED PROFESSIONAL ENGINEER NO. 87704
STATE OF TEXAS

STATE OF TEXAS

KNOWN ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT I, PARKER J. GRAHAM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON BEING PROPERTY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF FLEISHERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREBY, AND IN ACCORDANCE WITH CHAPTER 82 OF THE TRAVIS COUNTY CODE.

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
STATE OF TEXAS

CITY CERTIFICATION:

APPROVED THIS _____ DAY OF _____ 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF FLEISHERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY _____ CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA REBEAUFOR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 20____ A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____ 20____ A.D.

DANA REBEAUFOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

I, DANA REBEAUFOR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____ A.D. AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____ 20____ A.D. AT _____ O'CLOCK _____ M. IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____ 20____ A.D.

DANA REBEAUFOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
CITY



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
1809 N. HEARD EXP. BLDG 3, STE 200 | AUSTIN, TX 78708 | (512) 454-8711
TRIPLE PEAR REGISTRATION AND | TRIPLE PEAR REGISTRATION AND

EXHIBIT F
East-West WW Gravity Line

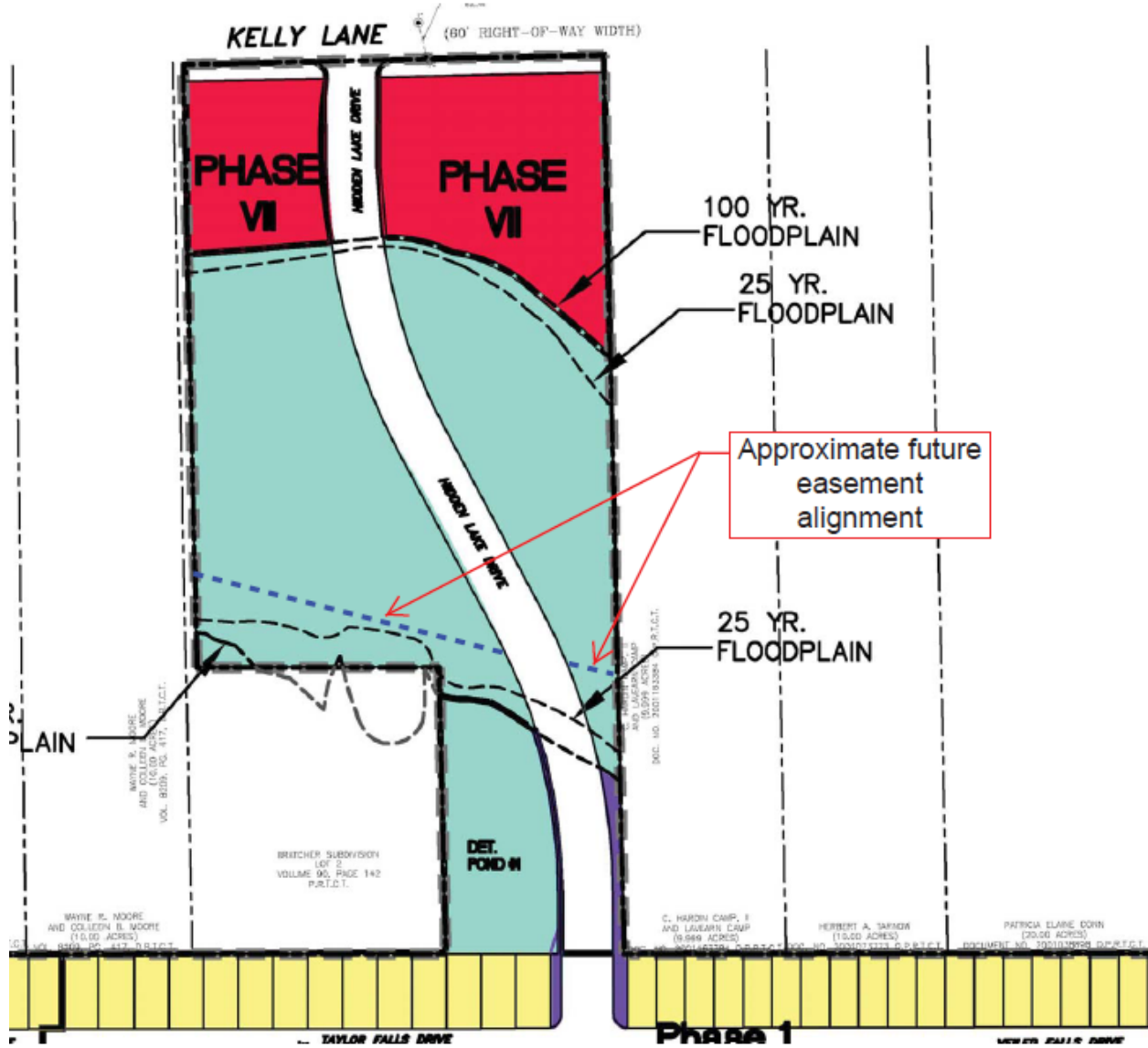


EXHIBIT G
Phase 2 Wastewater Concept Plan

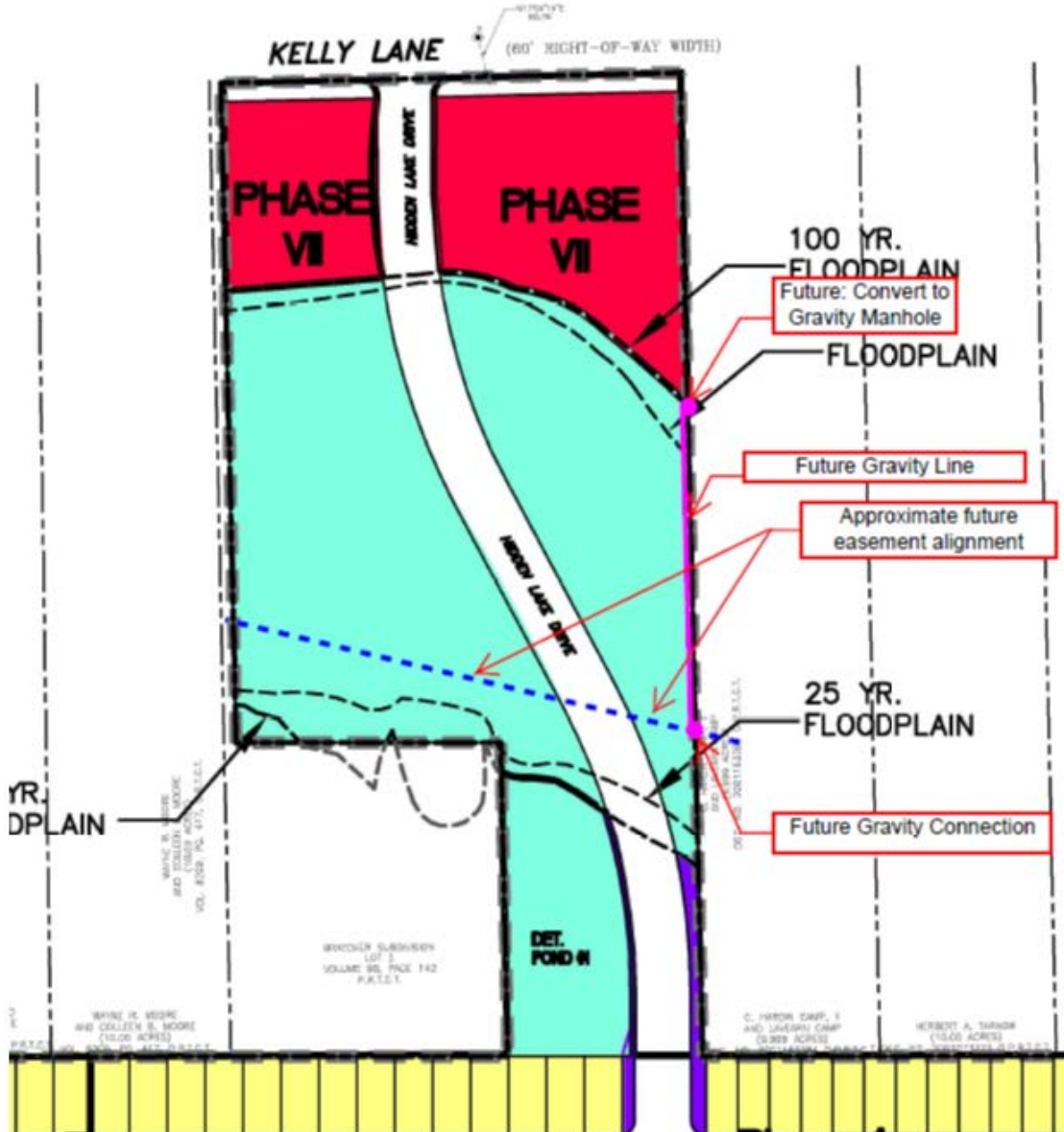


EXHIBIT "H"

Approved Uses



4.3.2 4.3.2 Non-Residential Districts Land Use Table - (Public Facilities and Open Space, Office, Commercial, and Industrial)

Land uses identified in Table 4.3.2 with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a use is not listed or classification is otherwise required, the Administrator shall classify the use as appropriate in accordance with Subchapter 3.

- A. Permitted Uses: Uses noted with a "P" are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
- B. Uses Permitted with Conditions: Uses noted with a "C" are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in the corresponding "Land Use Conditions" section of this Subchapter.
- C. Uses Requiring a Specific Use Permit: Uses noted with an "S" require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Subchapter.
- D. Uses Permitted with Conditions Unless Authorized by a Specific Use Permit: Uses noted with a "C/S" are permitted by right within the given district provided that specific conditions are met unless authorized by a specific use permit.

Table 4.3.2: Non-Residential Districts - Permitted Uses										
Residential Uses	PF	O	NS	R	GB1	GB2	CI	LI	GI	
Assisted Living				P	P					
Condominium				C	C					
Live Work Unit				P	P					
Multi-Family				C	C					
Nursing Home/Skilled Nursing (Convalescent)				P	P					
Single Family Attached (3 or more) Townhome				P						
Non-Residential Uses	PF	O	NS	R	GB1	GB2	CI	LI	GI	
Amenity Center, Private (Primary Use)	C									
Animal Establishments, Commercial				C	C	C				
Athletic Facilities					P	P		P		
Auction Sales					P	P		P	P	
Automotive Body Repair Shop (Collision Repair)						P		P		
Automotive Parts Sales, Inside				P	P	P				
Automotive Repair and Service				*	P	P		P		
Automobile Parking Lot/Garage				P	P	P		P	P	
Automobile Sales and Rental					P	P		P		
Auto Salvage Yard										S
Bail Bond					C	C				
Bar/Tavern					P	P				
Body Art Studio					S	S		P		
Brewery/Distillery/Winery, Micro					P	P		P	P	P
Brewery/Distillery/Winery, Regional										P
Brewpub/Wine Bar				P	P	P				
Business Services				*				P	P	P
Call Center						P		P	P	P
Campground or Recreational Vehicle Park, Private	S									
Car Wash				C	C	P				
Catering Establishment				P	P	P				
Cemetery/Mausoleum	C			P	P	P				
Chic Center		P	P	P	P	P				
Clinic			P	P	P	P		P		
College, University, or Private Boarding School					S	P		P	P	
Commercial Recreation and Entertainment, Indoor				C	P	P				
Commercial Recreation and Entertainment, Outdoor	S				C	C				
Commissary					P	P				
Community Garden, Private	P									
Contractor's Shop						P		P	P	
Convention Center					P			P	P	
Crematorium										P
Non-Residential Uses	PF	O	NS	R	GB1	GB2	CI	LI	GI	
Data Center						C		P	P	P
Day Care Facility			P	P	P					
Distribution/Logistics Center							S	P	P	
Drive-In/ Thru					C	C	C	C	C	
Dry Cleaning, Major						P		P	P	
Dry Cleaning, Minor	P	P	P	P	P	P				
Equipment and Machinery Sales and Rental, Major										P
Equipment and Machinery Sales and Rental, Minor				P	P	P		P	P	P
Event Center						P		P		
Financial Institution Drive In/Drive Thru		P	P	P	P	P				
Financial Services Institution, Alternately Drive in/Drive Thru				*	C	C				
Food Processing Establishment, Major										P

Food Processing Establishment, Minor								P	P	
Gas Station				C	C	C				
Golf Course and/or Country Club	P			P	P	P				
Golf Driving Range	P				P	P				
Government Facilities	P	P	P	P	P	P	P	P	P	P
Health/Fitness Center				P	P	P		S		
Hospital				P	P	P	P			
Hotel/Hotel Residence					C	C	P			
Household Appliance Service and Repair					P	P		P		
Industrial Uses, Heavy										P
Industrial Uses, Light								P	P	P
Laundromat				P	P	P				
Liquor Store (Off-Premise Consumption) Drive In/Drive Thru				*	P	P				
Lounge					P	P				
Machine Shop						P	P	P	P	P
Massage Therapy, Licensed		P	P	P	P	P				
Microwave and Satellite Receiving Station, Commercial										P
Mini-warehouse/public storage						P		P	P	P
Mobile Food Park	C/S				C	C				
Mortuary/Funeral Home					P	P				
Museum/Art Gallery		P	P	P	P	P				
Nursery Indoor/Outdoor Sales				*	C	C			P	
Office: Administrative, Medical, or Professional		P	P	P	P	P	P	P	P	P
Office/Showroom						P	P	P	P	P
Office/Warehouse								P	P	P
Open Storage (Primary Use)										S
Orchard, Private	S									
Outdoor Amphitheater, Private	S									
Non-Residential Uses	PF	O	NS	R	GB1	GB2	CI	LI	GI	
Park or Playground	P	P	P	P	P	P	P			
Pawn Shop					P	P				
Personal Services			P	P	P					
Place of Worship	P	P	P	P	P	P	P	P	P	P
Portable Building Sales									P	P
Print Shop, Major								P	P	P
Print Shop, Minor						P	P	P	P	
Reception Hall	S			P	P	P				
Recycling Center									P	P
Recycling Plant										S
Research and Development Center								P	P	P
Non-Residential Uses	O	NS	R	GB1	GB2	CI	LI	GI		
Restaurant		C	C	C	P	P				
Retail Sales and Service - Single tenant over 50,000 SF					P	P	P			
Retail Sales and Services	P	P	P	P	P	P	P			
School: Private or Parochial	P	P	P	P	P	P				
School: Public				Refer	to Government Facilities					
Sexually Oriented Business									C	C
Shooting Range, Indoor									P	P
Small Engine Repair Shop						P			P	
Stable, Commercial	S								C	
Theatre				P	P					
Trade School					P	P	P	P		
Transit Facility (Park & Ride)					P		P			
Truck/Trailer Rental						C			P	P
Truck Sales, Heavy Trucks									P	P
Truck Terminal										P
Trucks/Bus/Large Vehicle Repair									P	P
Utilities	C	C	C	C	C	C	C	C	C	C
Vehicular Sales and Rental, Recreational						C			P	P
Vineyard, Private	S									
Wireless Telecommunication Facilities (WTFs)	C/S			S	C/S	C/S	C/S	C/S	C/S	C/S
Wrecker/Towing Services									C	C

* Permitted pursuant to paragraph 3.01 of Development Agreement

Effective on: 2/25/2015

EXHIBIT I

Modifications to Section 4.3.4 Development Regulations - Unified Development Code



UNIFIED DEVELOPMENT CODE

SUBCHAPTER 4. ESTABLISHMENT OF DISTRICTS AND BOUNDARIES.

4.3 NON-RESIDENTIAL DISTRICTS

The purpose of the non-residential zoning districts is to provide an adequate mix of commercial and industrial land uses that encourage a mix of employment, shopping and services opportunities. Non-residential zoning districts are comprised of are the PF, O, NS, R, GB1, GB2, CI, LI, and GI districts. For properties located within a Special District and Overlays, such as the Downtown District Overlay, refer to Section 4.5 for additional land use provisions and development requirements.

4.3.4 NON-RESIDENTIAL DISTRICTS - DEVELOPMENT REGULATIONS

The purpose of the non-residential zoning districts is to provide an adequate mix of commercial and industrial land uses that encourage a mix of employment, shopping and services opportunities. Non-residential zoning districts are the PF, O, NS, R, GB1, GB2, CI, LI, and GI.

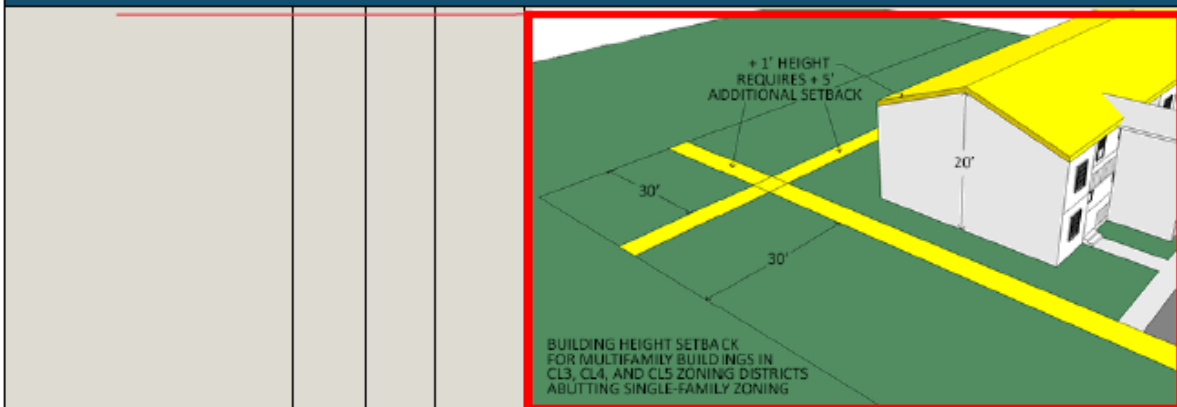
A. General Regulations and Height Standards - Public Facilities, Office, Commercial, and Industrial Districts

The following general regulations shall apply for non-residential zoning districts PF, O, NS, R, GB1, GB2, CI, LI and GI:

Table 4.3.4 – General Regulations & Height Standards									
General Regulations	PF	O	NS	R	GB1	GB2	CI	LI	GI
Minimum Lot Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Lot Width [along Arterial and Major Collector Streets] ¹	200'	200'	200'	200'	200'	200'	200'	200'	200'
Minimum Lot Depth	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Front Street Setback (Building Setback)	25'	15'	15'	15'	15'	15'	15'	15'	15'
Minimum Front Setback (Corner Lot)	25'	15'	15'	15'	15'	15'	15'	15'	15'
Minimum Street Setback (across the street from single-family residential zoning)	25'	15'	15'	15'	15'	15'	30'	50'	100'
Minimum Interior Side Setback	20'	10'	10'	10'	10'	10'	15'	15'	30'
Minimum Interior Side	20'	25'	25'	25'	30'	30'	50'	50'	100'

Table 4.3.4 – General Regulations & Height Standards									
Setback ² (abutting single-family residential zoning)									
Minimum Rear Setback	20'	20'	20'	20'	20'	25'	15'	15'	30'
Minimum Rear Setback ² (abutting single-family residential zoning)	20'	20'	20'	25'	30'	30'	50'	50'	100'
Streetscape Yard (25' Streetscape Yard applicable along toll/frontage road facilities)	25' (25')	15' (25')	15' (25')	15' (25')	15' (25')	15' (25')	15' (25')	15' (25')	15' (25')
Streetscape Yard (across the street from single-family residential zoning)	25'	15'	15'	15'	15'	15'	30'	50'	50'
Single Family Adjacency Vegetative Bufferyard (See Subchapter 11)	**	15'	15'	15'	15'	30'	30'	50'	50'
Maximum Lot Coverage (Structure) (does not include parking structures)	25%	25%	25%	50%	50%	60%	80%	80%	80%
Maximum Impervious Cover	50%	70%	75%	80%	80%	85%	85%	85%	85%
Maximum Building Height ²	25'	25'	25'	35'	50'	50'	85'	50'	100'
¹ Commercial properties may be designed with a minimum 50 feet of frontage if a perpetual joint access easement or unified development agreement is provided and driveway spacing requirements are met.									
² Building Height Setback (Applicable to Side and Rear Setbacks abutting single-family residential zoning)	N/A	N/A	N/A	Buildings exceeding 20' in height abutting single-family residential zoning are required to have additional building setbacks measured from the Side and rear building setbacks. (The setback distance is required even if the property line is not common.) One (1) foot of additional building height for a commercial or industrial building requires two (2) feet of additional building setback. One (1) foot of additional building height for a multi-family mixed use building requires five (5) feet of additional building setback.					

Table 4.3.4 – General Regulations & Height Standards



* For public parkland, see provisions established in Subchapter 14 for size, dimensional and access standards for parkland.

** Refer to land use conditions in Section 4.3.2.

B. Setback Encroachments - Office, Commercial, Industrial Districts

1. Accessory buildings may not encroach into required building setbacks.
2. The following are permitted in required building setbacks provided that they comply with all other standards of this and other applicable codes:
 - a. Landscaping
 - b. Vehicular use areas
 - c. Fences and walls that are not part of a structure
 - d. Every part of a required setback or court shall be open from its lowest point vertically to the sky, unobstructed, except for the ordinary projections of sills, belt courses, cornices, chimneys, buttresses, ornamental features, and eaves
 - e. An open fire escape may project into a required side yard up to one-half the width of such yard, or up to four feet from the building, whichever encroaches less. Fire escapes may project up to four (4') feet into a rear yard
 - f. Improvements, signs, and landscaping within sight triangles that does not exceed 36 inches in height.
 - g. Rain barrels, cisterns, and solar panels may be no closer than 2' from the property line
 - ~~h. Dumpsters may encroach no more than 10' into the side or rear setback but at no time may they encroach into the front setback or within a setback adjacent to single family.~~

C. Reference to Development Standards

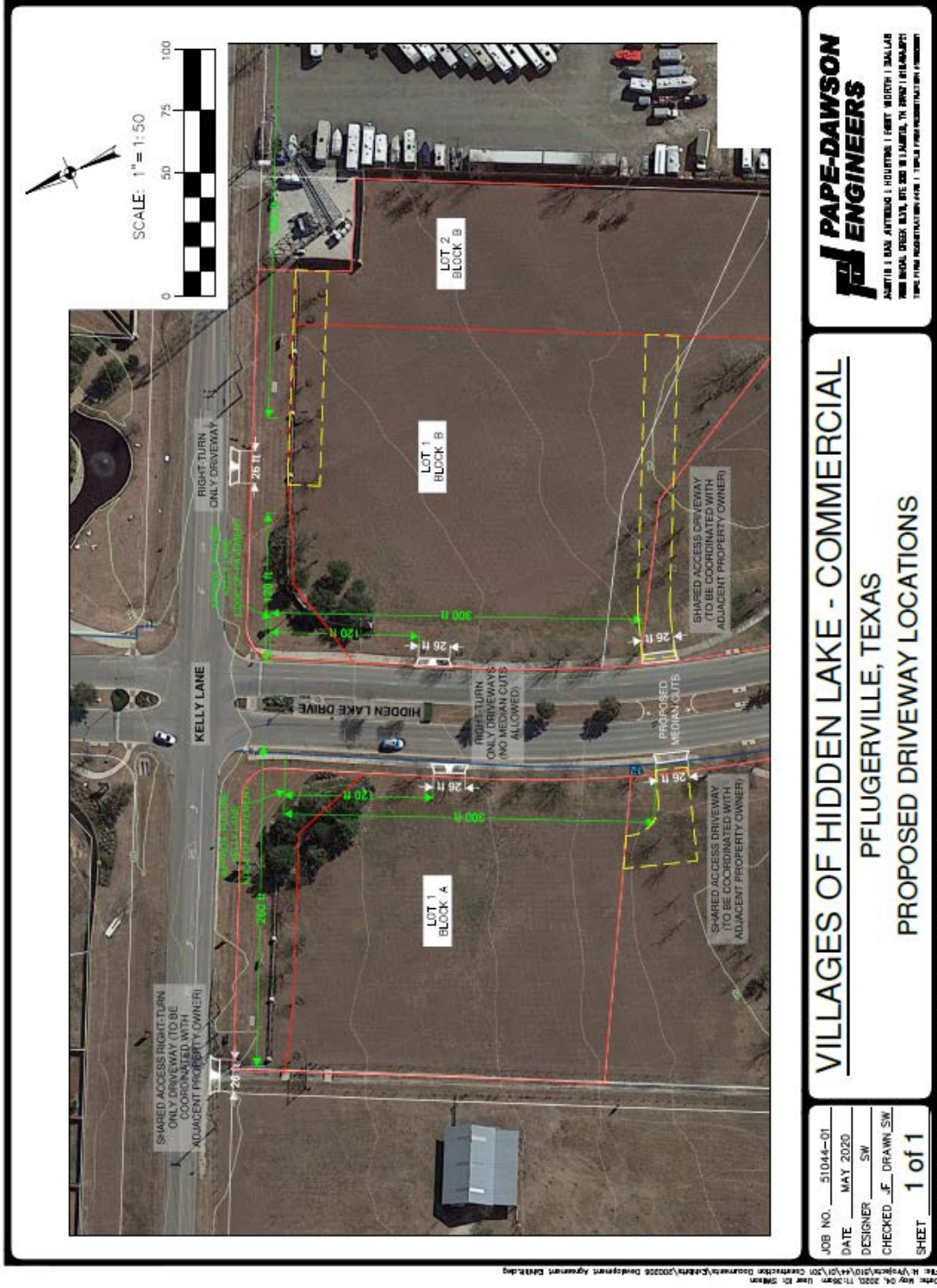
Unless otherwise indicated, each lot or tract of land shall comply with Chapter 158 Stormwater Pollution Control Ordinance and ~~all applicable provisions, in their entirety, of the following subchapters:~~

- ~~1. Site Development Standards: See Subchapter 9 Architectural, Site Design, and Layout Provisions~~
- ~~2. Parking, Mobility, and Circulation Standards: See Subchapter 10 Parking, Mobility, and Circulation.~~

- ~~3. Landscaping and Screening: See Subchapter 11 Landscaping and Screening Standards~~
- ~~4. Tree Preservation Standards: See Subchapter 12 Tree Preservation Standards~~
5. Lighting Standards: See Subchapter 13 Exterior Lighting Standards
- ~~6. Parkland Standards: See Subchapter 14 Public Parkland Standards~~
7. Subdivision: See Subchapter 15 Subdivision Process
8. Definitions: See Subchapter 20 Definitions
9. Engineering Standards: See Engineering Design Manual and Construction Standards
- ~~10. Tree Preservation Technical Standards: See Tree Technical Manual~~

Effective on: 2/25/2015

EXHIBIT J
Development Plan – BLD Property



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VILLAGES OF HIDDEN LAKE - COMMERCIAL
PFLUGERVILLE, TEXAS
PROPOSED DRIVEWAY LOCATIONS

JOB NO. 51044-01
 DATE MAY 2020
 DESIGNER SW
 CHECKED JF, DRANK, SW
 SHEET 1 of 1

DATE: May 04, 2020, 11:29 AM User: D. Stinson File: H:\Projects\101044\101044.dwg Contractor: Dourson/Cadern/202020 Development Agreement Existing