

**Right of Way Encroachment**  
**License Agreement No. #\_\_\_\_\_**

The City of Pflugerville, a home-rule municipal corporation located in Travis and Williamson Counties, State of Texas (the "**CITY**"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Officer, Office of Planning and Development, City of Pflugerville (the "**PROPERTY MANAGER**" or "**City**"), and Jazz Street Investments LLC, a Texas limited liability company ("**LICENSEE**"), enter into this License Agreement (this "**AGREEMENT**"), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use .7157 acres out of the right-of-way within Pflugerville Parkway and Jazz Street and Carousel Drive, Pflugerville, Texas (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated Exhibit "A" and Exhibit "B" (the "**ADJOINING PROPERTY**").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove trees with landscape bedding, shrubs with landscape bedding, sod, and irrigation systems of the size and in the method shown on the attached and incorporated Site Plan Set attached as Exhibit "C" (collectively, the "**IMPROVEMENTS**").
3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.
4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

If the City causes damage to or destruction of Licensee's Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City's uses of the Licensed Property substantially interfere with or destroy Licensee's use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates, and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in this Agreement, subject to earlier termination as set out in this Agreement.
6. **Limits on License.** The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install,

establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the "FACILITIES").

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

**7. Conditions.**

- A. Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
- C. Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the other owners of the Adjoining Property at the time, if any.
- D. Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.
- E. Security Deposits.** Licensee is not required to post a security deposit.
- F. Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

- 8. Insurance.** Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Pflugerville as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Pflugerville is named as an additional insured.

- 9. INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER ("CLAIMS") THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.**

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee

of any obligations in this Agreement. In no event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance referred to in this Agreement does not affect Licensee's obligations under this Section. Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee shall require its general partner, if applicable, and all subcontractors to indemnify City as provided in this Section.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify extends to injuries caused by defective conditions present on the Licensed Property, **INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.**

**10. Termination.**

- A. Termination by Licensee.** Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.
- B. Termination by City.** Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if any of the below conditions are met and the Property Manager receives no substantive response within thirty (30) days, unless another timeframe is specifically identified:

  - 1. The Improvements, or a portion of them, interfere with the City's rights in any

- of the rights-of-way;
- 2. Use of any of the rights-of-way areas becomes necessary for a public purpose;
- 3. Immediately, if the Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
- 4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
- 5. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
- 6. Licensee fails to properly and timely maintain the Improvements as set out herein; or
- 7. Except as provided for above, City provides ninety-one (91) days' prior written notice of such termination for any reason.

**C. Termination by Abandonment.** If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

- 11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
- 12. **Venue/Controlling Law.** Venue for all claims, actions, lawsuits or damages of any kind arising under this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be subject to and construed under Texas law.
- 13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.
- 14. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

**If to City:**

Office of Development Services  
201 E. Pecan St. Bldg. B  
Pflugerville, TX 78660  
Phone: 512-990-6300  
Fax: 512-990-4374

If to Licensee:

Jazz Street Investments LLC  
C/O Masonwood Homes LLC  
4407 Bee Caves Road Suite 412  
West Lake Hills, TX 78746  
Phone: 512-402-8838

15. **Default.** If Licensee fails to provide certificates of insurance, maintain the Licensed Property, comply with the insurance requirements of this Agreement, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days' of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on \_\_\_\_\_, 20\_\_.

**CITY OF PFLUGERVILLE, a Texas home rule  
municipal corporation**

By: \_\_\_\_\_  
Sereniah Breland, City Manager  
City of Pflugerville

**LICENSEE:**  
**Jazz Street Investments LLC, a Texas  
Limited Liability Company**

By: \_\_\_\_\_  
Andrew Somers, Manager

**THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §**

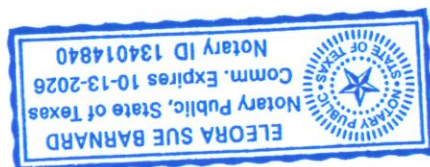
This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
Sereniah Breland, City Manager, City of Pflugerville, a Texas municipal corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS       §  
COUNTY OF TRAVIS       §**

Before me, the undersigned Notary Public of the State of Texas, on this day personally  
appeared Andrew Somers, Manager, of Jazz Street Investments LLC, a Texas limited liability company,  
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 24<sup>th</sup> day of February, A.D. 2025.



\_\_\_\_\_  
Notary Public, State of Texas

**After recording, return to:**

City of Pflugerville  
Office of Development Services  
201 E. Pecan St. Bldg. B  
Pflugerville, TX. 78660

Attn: Jeremy Frazzell  
LA#



## EXHIBIT A



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT " "

### METES AND BOUNDS DESCRIPTION

BEING 0.6417 OF ONE ACRE (27,952 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE S. DARLING SURVEY NO. 102, ABSTRACT NO. 232 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF WEST PFLUGERVILLE PARKWAY (120' R.O.W.), NO RECORD INFORMATION FOUND, JAZZ STREET (60' R.O.W.) AS SHOWN ON FINAL PLAT OF CIELO NORTH PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202000252 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.C.T.C.), AND CAROUSEL DRIVE (50' R.O.W.) AS SHOWN ON FINAL PLAT OF CIELO NORTH PHASE 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202200111 OF SAID O.P.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar found in the existing Northerly right-of-way line of said West Pflugerville Parkway for the Southwest corner of Lot 2, Block A, said FINAL PLAT OF CIELO NORTH PHASE 2, and the common Southeast corner of the remainder of a called 16 acre tract of land to Karen Leppin in Probate Cause No. 19-0930-CP4, described as Tract One in a Warranty Deed to David Wilson Leppin, recorded in Volume 7489, Page 534 of the Deed Records of Travis County, Texas (D.R.T.C.T.);

**THENCE South 62°07'43" East** with the existing Northerly right-of-way line of said West Pflugerville Parkway and the common Southerly line of said Lot 2, Block A, a distance of **507.23** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found at the intersection of the existing Northerly right-of-way line of said West Pflugerville Parkway and of the existing Westerly right-of-way line of said Jazz Street;

**THENCE** with the existing Westerly right-of-way line of said Jazz Street and the common Easterly lines of said Lot 2, Block A, and Lot 1, said Block A, the following five (5) courses and distances:

1. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **38.67** feet, a delta angle of **88°36'54"**, and a chord which bears **North 72°11'34" East** a distance of **34.93** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;



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Sheet 1 of 7

2. **North 27°52'17" East** a distance of **527.14** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
3. Along a curve to the **Right** having a radius of **529.74** feet, an arc length of **220.72** feet, a delta angle of **23°52'21"**, and a chord which bears **North 39°48'03" East** a distance of **219.13** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
4. **North 51°44'02" East** a distance of **180.64** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found; and
5. Along a curve to the **Left** having a radius of **470.00** feet, an arc length of **73.90** feet, a delta angle of **09°00'32"**, and a chord which bears **North 47°13'46" East** a distance of **73.82** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found at the intersection of the existing Westerly right-of-way line of said Jazz Street and the existing Southerly right-of-way line of said Carousel Drive (50' R.O.W.), and the Northerly line of said Lot 1, Block A;

THENCE with the existing Southerly right-of-way line of said Carousel Drive and the common Northerly line of said Lot 1, Block A, the following five (5) courses and distances:

1. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **43.12** feet, a delta angle of **98°49'18"**, and a chord which bears **North 09°11'39" West** a distance of **37.97** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
2. **North 58°36'18" West** a distance of **180.98** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
3. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **21.03** feet, a delta angle of **48°11'13"**, and a chord which bears **North 82°41'54" West** a distance of **20.41** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found for the Point of Reverse Curvature;
4. Along a curve to the **Right** having a radius of **50.00** feet, an arc length of **162.65** feet, a delta angle of **186°22'48"**, and a chord which bears **North 13°36'06" West** a distance of **99.85** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found for the Point of Reverse Curvature; and
5. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **20.95** feet, a delta angle of **48°01'22"**, and a chord which bears **North 55°34'37" East** a distance of **20.35** feet to a 1/2-inch rebar found at the intersection of the existing Westerly right-of-way line of said Carousel Drive and the existing Westerly right-of-way line of Zydeco Drive (50' R.O.W.), for the Easterly common corner of said Lot 1, Block A, and of Lot 1, Block E, REMINGTON HEIGHTS PHASE 2 SECTION B, a subdivision of record in Cabinet O, Slide 392, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.);



THENCE over and across said Carousel Drive, said Jazz Street, and said West Pflugerville Parkway, the following thirteen (13) courses and distances:


1. **South 58°36'20" East** a distance of **9.50** feet to a Calculated Point;
2. Along a curve to the **Right** having a radius of **34.51** feet, an arc length of **28.94** feet, a delta angle of **48°02'52"**, and a chord which bears **South 55°33'27" West** a distance of **28.10** feet to a Calculated Point for the Point of Reverse Curvature;
3. Along a curve to the **Left** having a radius of **40.50** feet, an arc length of **131.76** feet, a delta angle of **186°22'51"**, and a chord which bears **South 13°36'14" East** a distance of **80.88** feet to a Calculated Point for the Point of Reverse Curvature;
4. Along a curve to the **Right** having a radius of **34.50** feet, an arc length of **29.02** feet, a delta angle of **48°11'22"**, and a chord which bears **South 82°41'58" East** a distance of **28.17** feet to a Calculated Point;
5. **South 58°36'18" East** a distance of **195.70** feet to a Calculated Point;
6. Along a curve to the **Right** having a radius of **24.50** feet, an arc length of **43.39** feet, a delta angle of **101°28'21"**, and a chord which bears **South 07°52'07" East** a distance of **37.94** feet to a Calculated Point;
7. Along a curve to the **Right** having a radius of **480.05** feet, an arc length of **74.29** feet, a delta angle of **08°52'01"**, and a chord which bears **South 47°18'04" West** a distance of **74.22** feet to a Calculated Point;
8. **South 51°44'04" West** a distance of **193.61** feet to a Calculated Point;
9. Along a curve to the **Left** having a radius of **520.06** feet, an arc length of **216.50** feet, a delta angle of **23°51'09"**, and a chord which bears **South 39°48'30" West** a distance of **214.94** feet to a Calculated Point;
10. **South 27°52'55" West** a distance of **551.94** feet to a Calculated Point;
11. Along a curve to the **Right** having a radius of **25.00** feet, an arc length of **39.30** feet, a delta angle of **90°03'19"**, and a chord which bears **South 72°54'35" West** a distance of **35.38** feet to a Calculated Point;
12. **North 62°04'31" West** a distance of **516.40** feet to a Calculated Point; and

13. **North 27°45'38" East** a distance of **24.35** feet to the **POINT OF BEGINNING** and containing 0.6417 of one acre (27,952 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00010827.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on August 17, 2021.

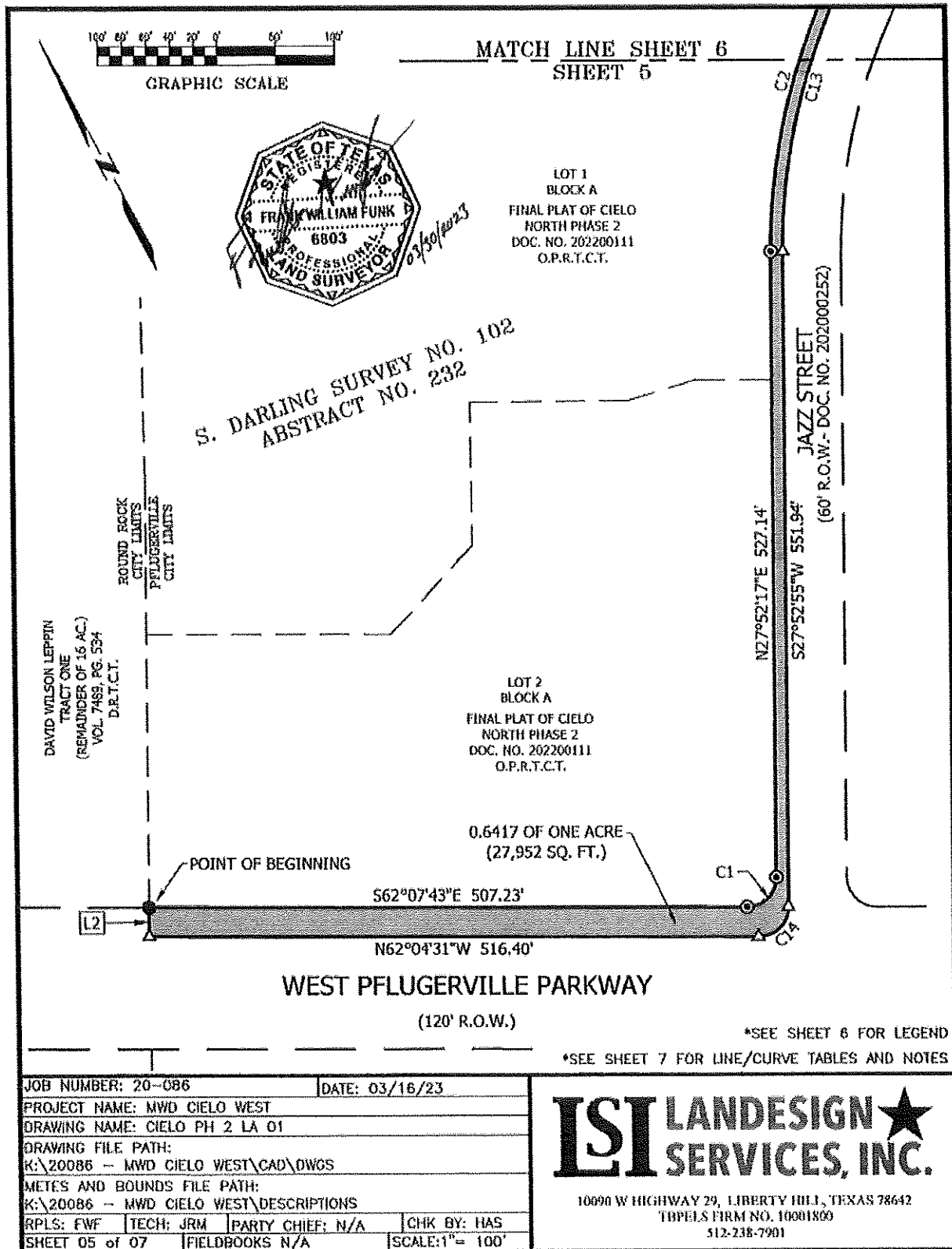
Landesign Services, Inc.

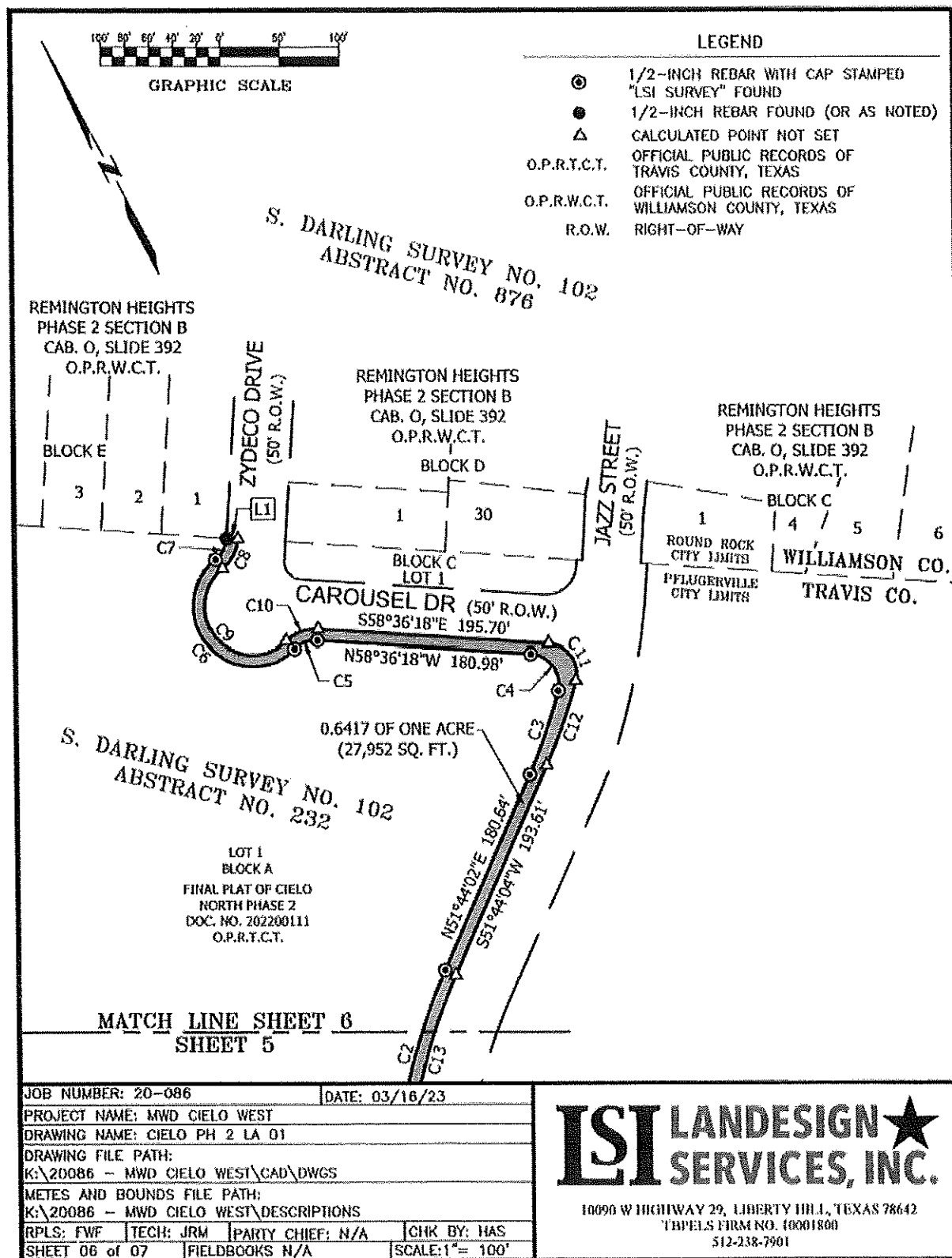
 03/30/2023  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 20-086

Attachments: K:\20086 - MWD Cielo West\CAD\DWGs\Cielo Ph 2 LA 01.dwg





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S58°36'20"E	9.50'
L2	N27°45'38"E	24.35'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	38.87'	88°36'54"	N72°11'34"E	34.93'
C2	529.74'	220.72'	23°52'21"	N39°48'03"E	219.13'
C3	470.00'	73.90'	9°00'32"	N47°13'46"E	73.82'
C4	25.00'	43.12'	98°49'18"	N09°11'39"W	37.97'
C5	25.00'	21.03'	48°11'13"	N82°41'54"W	20.41'
C6	50.00'	162.65'	186°22'48"	N13°36'06"W	99.85'
C7	25.00'	20.95'	48°01'22"	N65°34'37"E	20.35'
C8	34.51'	28.94'	48°02'52"	S55°33'27"W	28.10'
C9	40.50'	131.76'	186°22'51"	S13°36'14"E	80.88'
C10	34.50'	29.02'	48°11'22"	S82°41'58"E	28.17'
C11	24.50'	43.39'	101°28'21"	S07°52'07"E	37.94'
C12	480.05'	74.29'	8°52'01"	S47°18'04"W	74.22'
C13	520.06'	216.50'	23°51'09"	S39°48'30"W	214.94'
C14	25.00'	39.30'	90°03'19"	S72°54'35"W	35.38'

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A 1.00010827 GRID TO SURFACE SCALE FACTOR.

JOB NUMBER: 20-086	DATE: 03/16/23
PROJECT NAME: MWD CIELO WEST	
DRAWING NAME: CIELO PH 2 LA 01	
DRAWING FILE PATH: K:\20086 - MWD CIELO WEST\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\20086 - MWD CIELO WEST\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 07 of 07	FIELDBOOKS N/A
	SCALE: 1" = 100'

**LSI LANDESIGN SERVICES, INC.**

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
THEPELS FIRM NO. 10001800  
512-238-7901

## EXHIBIT B



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

### EXHIBIT " "

#### METES AND BOUNDS DESCRIPTION

BEING 0.0740 OF ONE ACRE (3,225 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE S. DARLING SURVEY NO. 102, ABSTRACT NO. 232 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF JAZZ STREET (60' R.O.W.) AS SHOWN ON FINAL PLAT OF CIELO NORTH PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202000252 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.C.T.C.), AND CAROUSEL DRIVE (50' R.O.W.) AS SHOWN ON FINAL PLAT OF CIELO NORTH PHASE 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202200111 OF SAID O.P.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar found at the intersection of the existing Northerly right-of-way line of said Carousel Drive and of the existing Easterly right-of-way line of Zydeco Drive (50' R.O.W.), for the Westerly common corner of Lot 1, Block C, said FINAL PLAT OF CIELO NORTH PHASE 2, and of Lot 1, Block B, REMINGTON HEIGHTS PHASE 2 SECTION B, a subdivision of record in Cabinet O, Slide 392, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.);

**THENCE** with the existing Northerly right-of-way line of said Carousel Drive and the common Southerly line of said Lot 1, Block C, the following five (5) courses and distances:

1. **South 31°23'39" West** a distance of **15.83** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
2. Along a curve to the **Left** having a radius of **15.00** feet, an arc length of **23.56** feet, a delta angle of **89°59'57"**, and a chord which bears **South 13°36'19" East** a distance of **21.21** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;
3. **South 58°36'18" East** a distance of **205.74** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found;



K:\20086 - MWD Cielo West\Descriptions\Cielo Ph 2 LA 02.dwg

Sheet 1 of 5



4. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **39.27** feet, a delta angle of **90°00'22"**, and a chord which bears **North 76°23'29" East** a distance of **35.36** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found; and
5. **North 31°23'40" East** a distance of **5.83** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the Southerly line of Lot 30, Block D, said REMINGTON HEIGHTS PHASE 2 SECTION B, for the Northeasterly corner of said Lot 1, Block C;

THENCE **South 58°28'09" East** with the Southerly line of said Lot 30 and the common existing Northerly right-of-way line of said Carousel Drive, at a distance of **5.00** feet passing a 1/2-inch rebar found at the intersection of the existing Northerly right-of-way line of said Carousel Drive and of the existing Westerly right-of-way line of said Jazz Street, for the Southeasterly corner of said Lot 30, continuing over and across said Jazz Street for a total distance of **14.48** feet to a Calculated Point;

THENCE over and across said Jazz Street and said Carousel Drive, the following six (6) courses and distances:


1. **South 31°23'42" West** a distance of **15.79** feet to a Calculated Point;
2. Along a curve to the **Right** having a radius of **24.50** feet, an arc length of **38.49** feet, a delta angle of **90°00'00"**, and a chord which bears **South 76°23'42" West** a distance of **34.65** feet to a Calculated Point;
3. **North 58°36'18" West** a distance of **220.71** feet to a Calculated Point;
4. Along a curve to the **Right** having a radius of **24.50** feet, an arc length of **38.49** feet, a delta angle of **90°00'00"**, and a chord which bears **North 13°36'18" West** a distance of **34.65** feet to a Calculated Point;
5. **North 31°23'39" East** a distance of **15.83** feet to a Calculated Point; and

6. South  $58^{\circ}36'20''$  East a distance of 9.50 feet to the POINT OF BEGINNING and containing 0.0740 of one acre (3,225 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00010827.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on August 17, 2021.

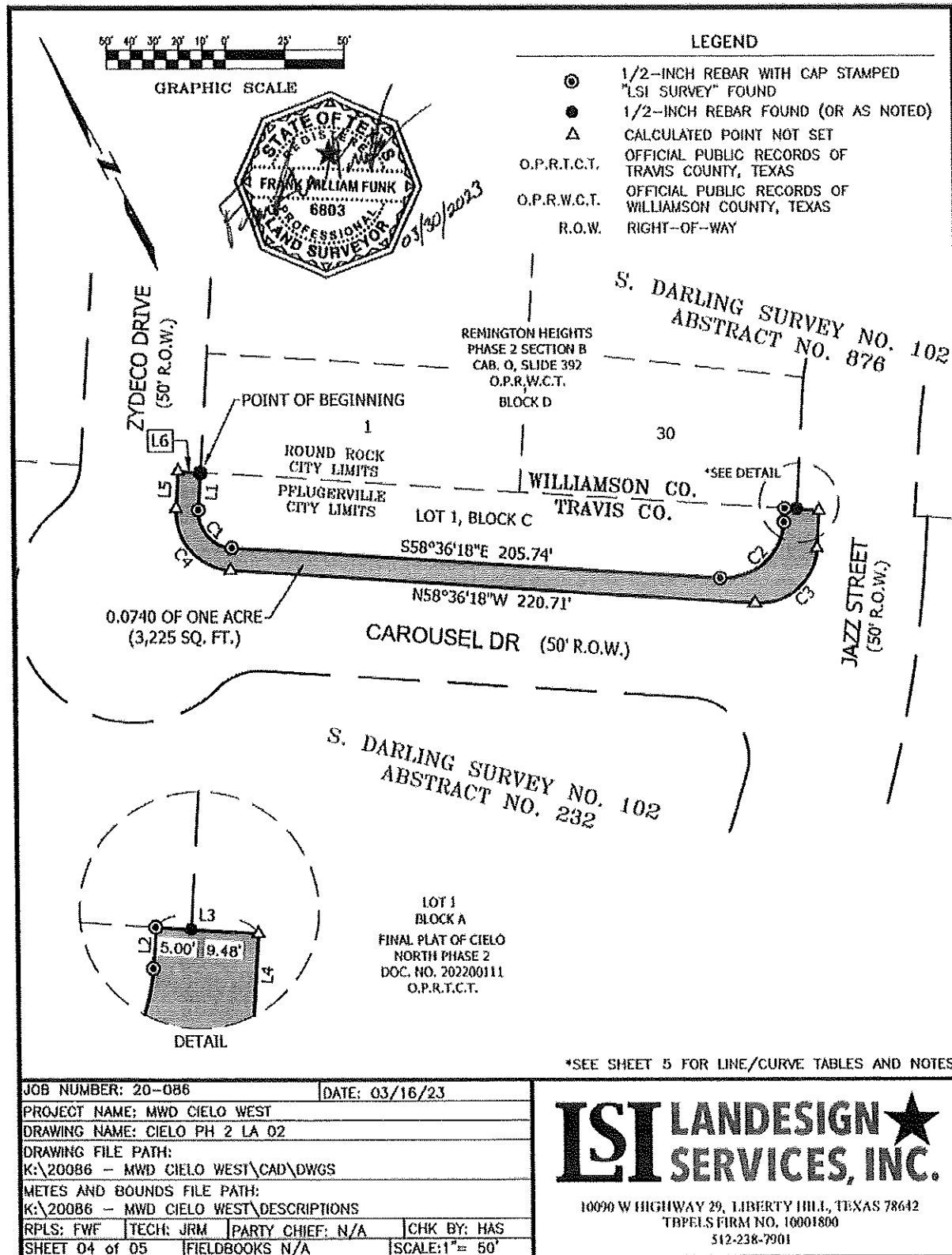
Landesign Services, Inc.

 03/30/2023  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 20-086

Attachments: K:\20086 – MWD Cielo West\CAD\DWGs\Cielo Ph 2 LA 02.dwg



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S31°23'39"W	15.83'
L2	N31°23'40"E	5.83'
L3	S58°28'09"E	14.48'
L4	S31°23'42"W	15.79'
L5	N31°23'39"E	15.83'
L6	S58°36'20"E	9.50'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	15.00'	23.56'	89°59'57"	S13°36'19"E	21.21'
C2	25.00'	39.27'	90°00'22"	N76°23'29"E	35.36'
C3	24.50'	38.49'	90°00'00"	S76°23'42"W	34.65'
C4	24.50'	38.49'	90°00'00"	N13°36'18"W	34.65'

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

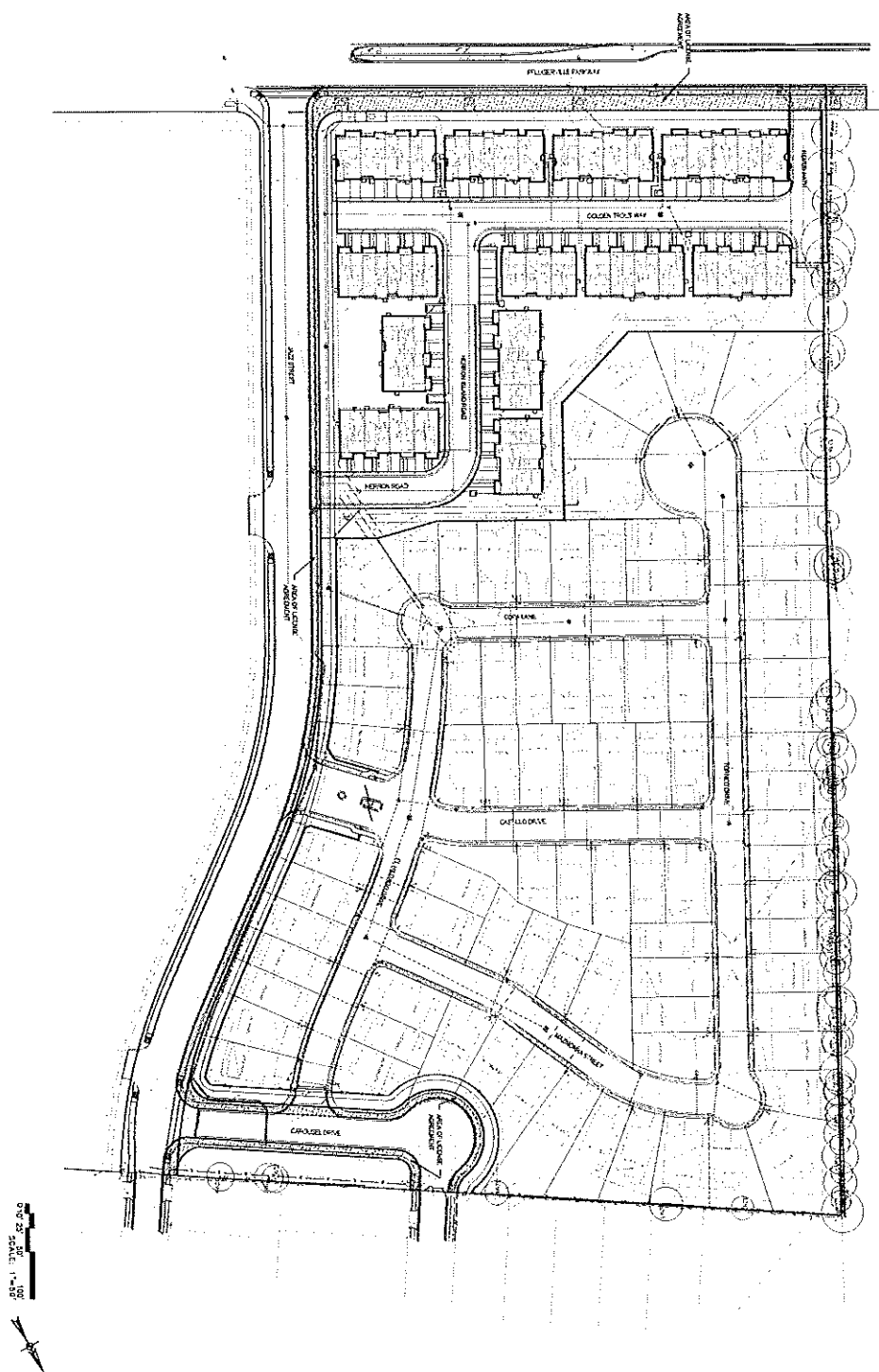
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A 1.00010827 GRID TO SURFACE SCALE FACTOR.

JOB NUMBER: 20-086		DATE: 03/16/23	
PROJECT NAME: MWD CIELO WEST			
DRAWING NAME: CIELO PH 2 LA 02			
DRAWING FILE PATH:			
K:\20086 - MWD CIELO WEST\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\20086 - MWD CIELO WEST\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 05	FIELDBOOKS N/A	SCALE: 1"= 50'	

**LSI** LANDESIGN   
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBE'S FIRM NO. 10001800  
512-238-7901

## EXHIBIT C



**CIRCLE V**  
 Landscape Architecture, LLC  
 P.O. Box 10627 Austin, Texas 78719  
 512 555 1031 circlev.com

**PROJECT: PHASE 2, CYCLE 11**  
 CLIENT: MACMURDO  
 DEVELOPMENT

**PROJECT:**  
 CIELO LICENSE  
 AGREEMENT -  
 EXHIBIT C

PROJECT: MURKIN CYMB  
CLIENT: MASONWOOD  
DEVELOPMENT

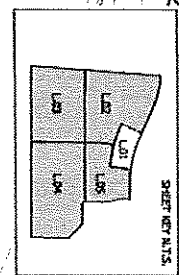
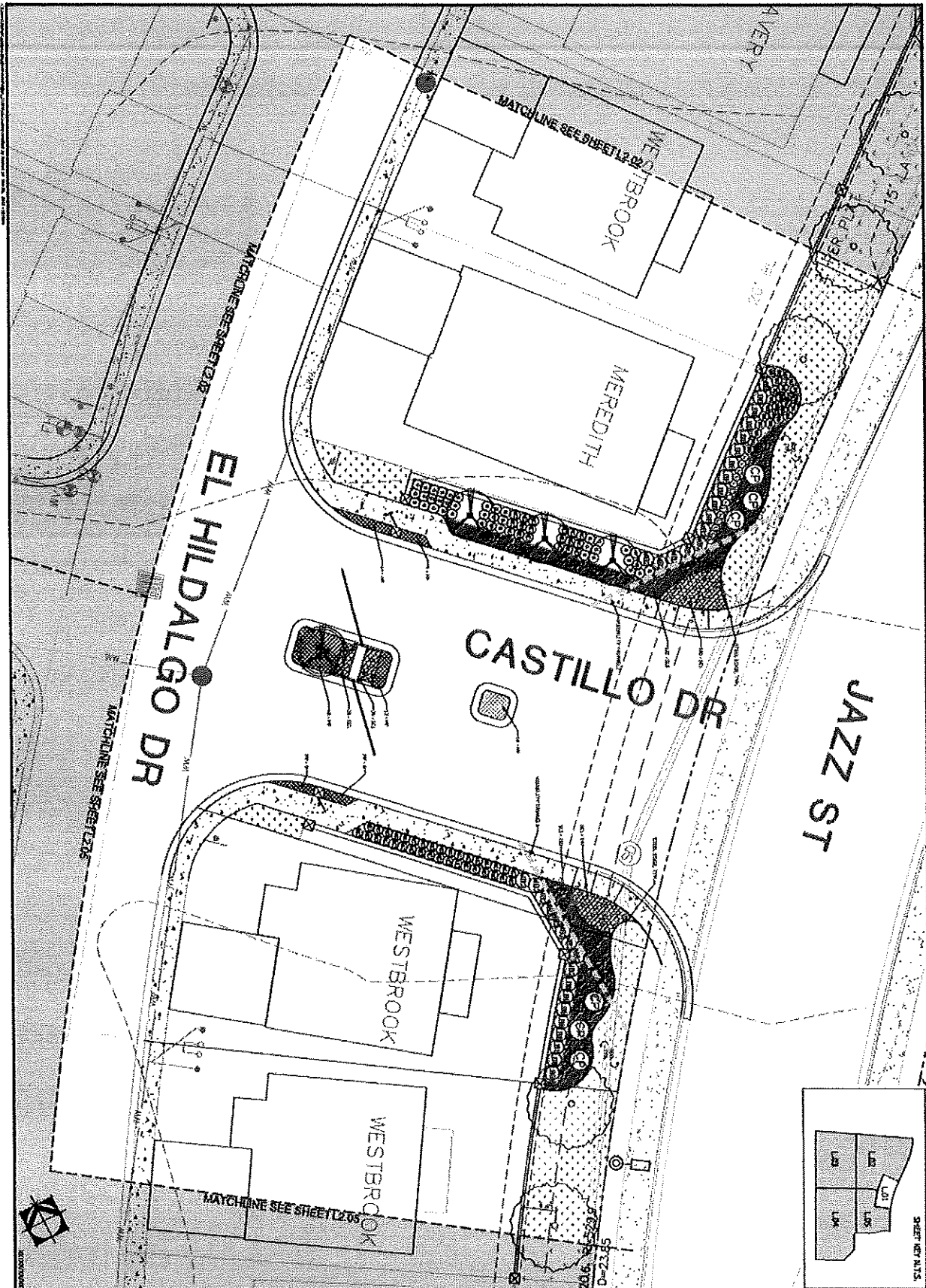
**CIELO LICENSE  
AGREEMENT -  
EXHIBIT C**

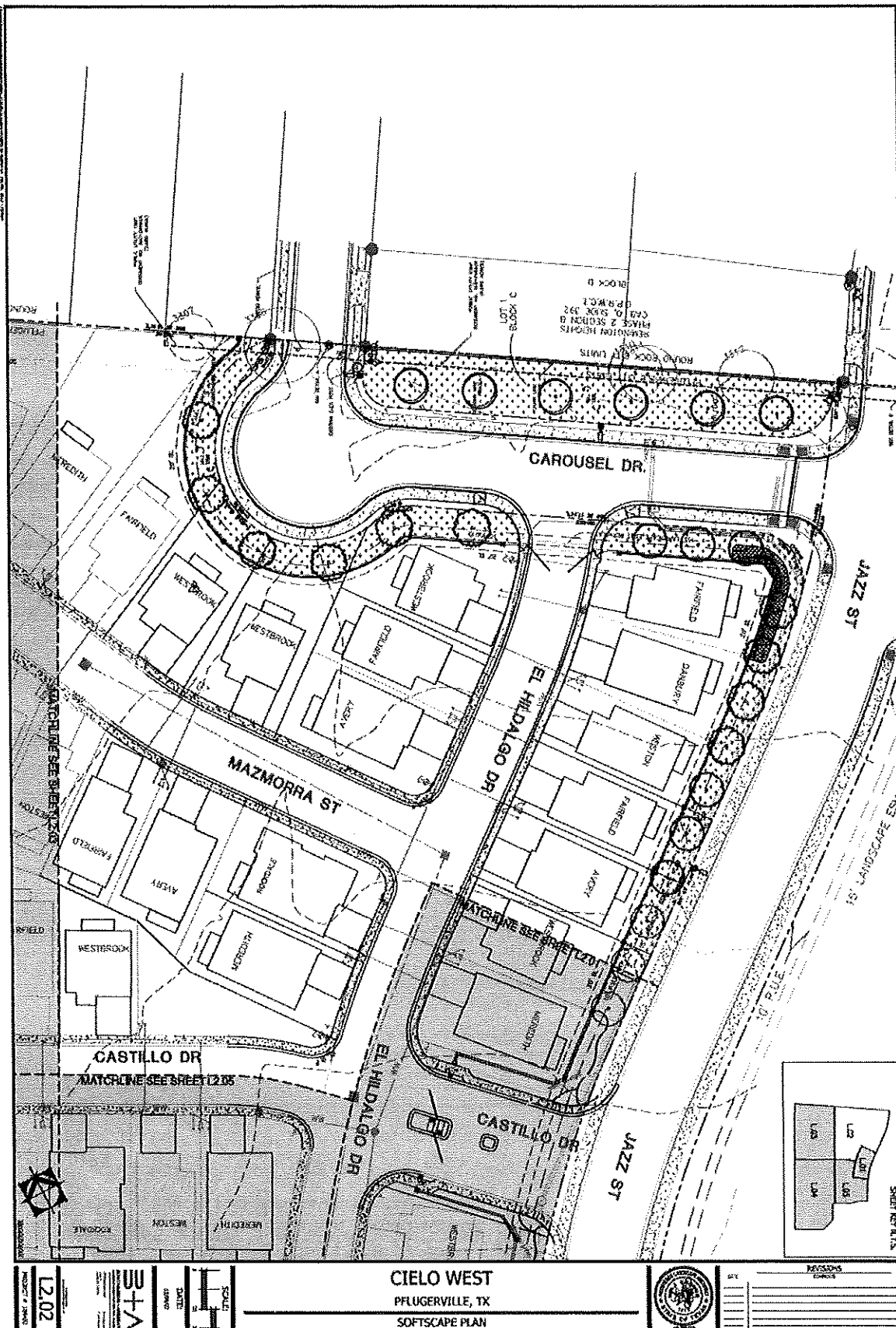
ISSUES AND PROPOSITIONS

NO	DATE	ISSUE
----	------	-------

607 1872

01/11/2005  
**LICENSE AGREEMENT**



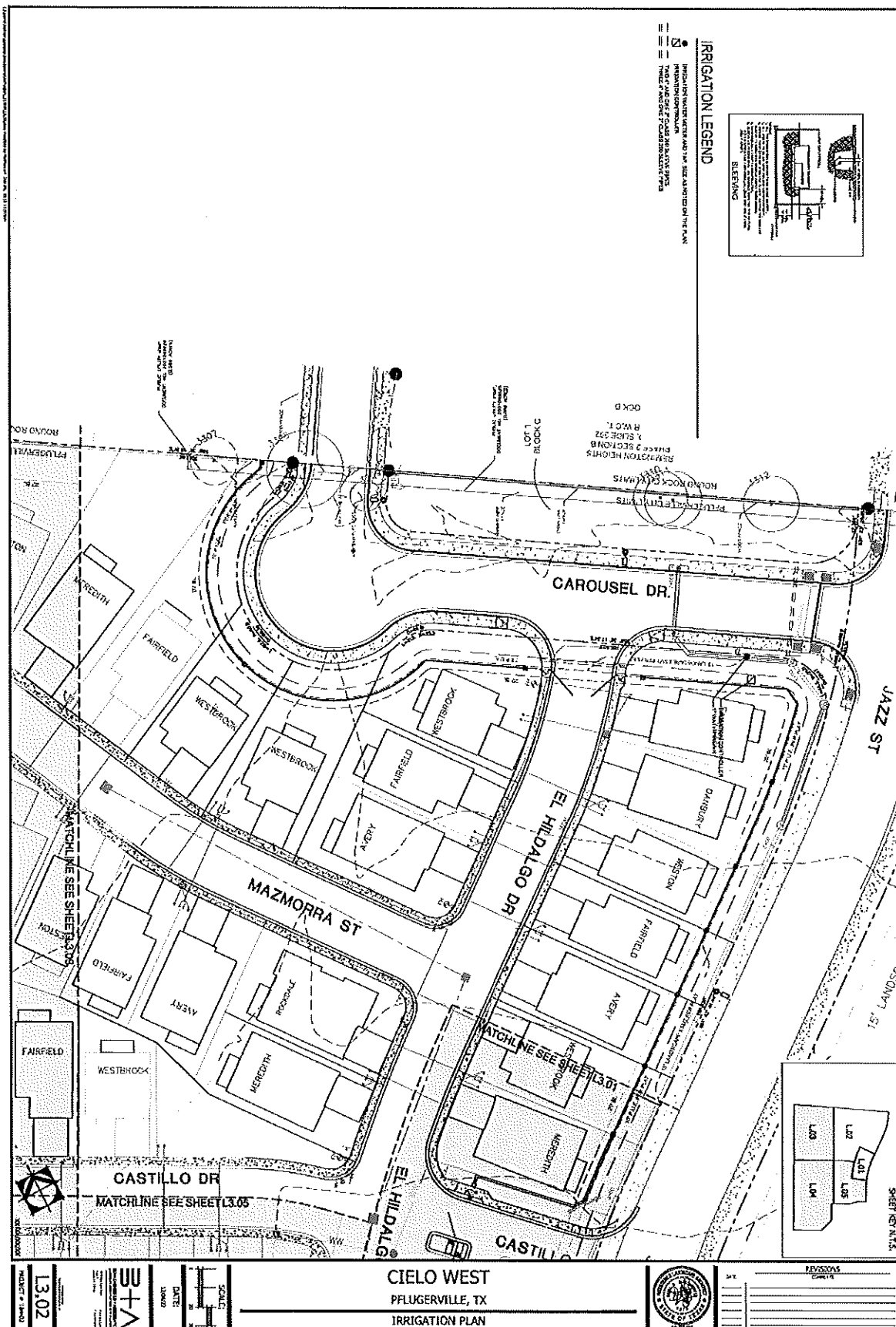














ISSUE FOR CONSTRUCTION FOR:

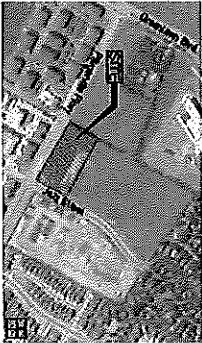
# CIELO VILLAS TOWNHOMES

flugenville, Texas

## Sitework / Planting / Irrigation

CIRCLE V  
LANDSCAPE ARCHITECT, L.L.C.  
10000 W. 10TH STREET, SUITE 100  
FLUGENVILLE, TEXAS 78101  
PROJECT NUMBER: 020215  
CLIENT: MALDENWOOD  
DEVELOPMENT  
PROJECT:  
CIELO VILLAS  
TOWNHOMES  
SHEET: 2020-001  
PROJECT LOCATION: FLUGENVILLE, TEXAS

### LOCATION MAP



### A PROJECT BY

OWNER: MALDENWOOD DEVELOPMENT  
CONTACT: JACK WERSTON  
4501 WESTPARK DRIVE  
AUSTIN, TEXAS 78746  
P: 512.296.4500

LANDSCAPE ARCHITECT: CIRCLE V LANDSCAPE ARCHITECTURE  
CONTACT: JAMES SING  
P.O. BOX 170002  
AUSTIN, TEXAS 78717  
P: 817.585.0021

CIVIL ENGINEER: HOODY ENGINEERING, INC.  
CONTACT: NICHOLE HOODY  
8106 A STE. 200  
AUSTIN, TX 78723  
P: 512.512.1221

IRRIGATION DESIGNER: CHATTAJIA IRRIGATION  
CONTACT: CHRIS STOKES  
P: 512.914.7115

ARCHITECT: KIPP FLORES ARCHITECTS  
CONTACT: NANNY SEPE  
11775 S. DALLAS ROAD, STE. 100  
AUSTIN, TX 78759  
P: 512.254.5427

### INDEX OF SHEETS

DATE	ISSUE	SHEET TITLE	AMOUNT
04-14-2020	PC	COVER SHEET	LC 1.00
04-14-2020	PC	MATERIAL SCHEDULE AND NOTES	LM 1.00
04-14-2020	PC	SITING AND PLANTING	LS 1.00
04-14-2020	PC	IRRIGATION AND PLANTING PLAN	LI 1.00
04-14-2020	PC	PLANT LIST AND DETAILS	LP 1.00
04-14-2020	PC	IRRIGATION	LI 1.00
04-14-2020	PC	IRRIGATION NOTES AND DETAILS	LI 1.00
04-14-2020	PC	Specifications	SP 1.00
04-14-2020	PC	SPRINKLER	SP 1.00



ISSUED FOR CONSTRUCTION  
SHEET TITLE:  
COVER SHEET

SHEET NUMBER:  
LC 1.00

[illegible][illegible]

U7L1 has been identified as a candidate for the L1-like sequence, since it is from the same region of the genome.

[illegible]

is CD44-related but is not a member of the CD44 family. It is a type I transmembrane protein with a single extracellular domain, a single transmembrane domain, and a single cytoplasmic domain. It is expressed in a variety of tissues, including the brain, and is involved in cell-cell and cell-matrix interactions.

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\* The ADAPT-ONE study, conducted by Cancer of the Lung Agency, is currently recruiting patients into both Phase 1 and Phase 2 of the study. Patients who are interested in participating in the study should contact the study coordinator, Dr. David H. Johnson, at the Cancer of the Lung Agency, 1111 North Dearborn Street, Suite 1000, Chicago, IL 60610. The study is currently accepting patients for enrollment.

[illegible]

by 1990 (Lloyd & Tansley 1977) and, in addition, because a recent study has shown that the rate of change in the abundance of *Chlorella* is related to the rate of change in the abundance of *Chlorella* (Lloyd & Tansley 1977). The rate of change in the abundance of *Chlorella* is related to the rate of change in the abundance of *Chlorella* (Lloyd & Tansley 1977).

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED

DEVELOPMENT

**TOWNHOMES**

NO.	DATE	POST
1	10/10/19	1000
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104	01/21/20	1000

---



7

SECRET

LINE 1-00









**CIRCLE V**  
LANDSCAPE ARCHITECTS, LLC  
7000 JAMES STREET  
SUITE 100  
DALLAS, TEXAS 75231  
214.525.1531

PROJECT NUMBER: 020714  
CLIENT: MALDENWOOD  
DEVELOPMENT  
3400 JAMES STREET  
DALLAS, TEXAS 75231

**CIELO VILLAS  
TOWNHOMES**  
1700 JAMES STREET  
DALLAS, TEXAS 75231

NOTED AND REVISIONS:  
NO DATE BY

NO	DATE	BY



DESIGNED FOR CONSTRUCTION

PLANT LIST AND  
DETAILS

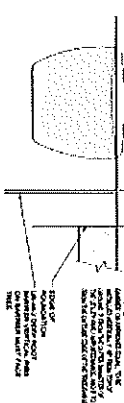
SHEET NUMBER  
LP 2.01

NO.	PLANT NAME	PLANT SIZE	PLANT TYPE	PLANT SPECIES	PLANT QUANTITY	PLANT NOTES
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2						
3						
4						
5						
6						
7						
8						
9						
10						

## 2 SHRUB PLANTING

SECTION VIEW

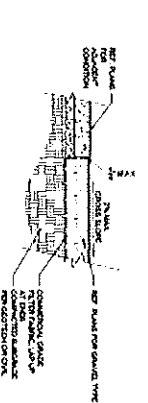
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## 5 DEEP ROOT BARRIER

SECTION VIEW

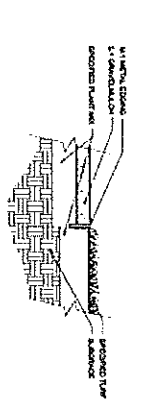
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## 4 AGGREGATE GROUND COVER

SECTION VIEW

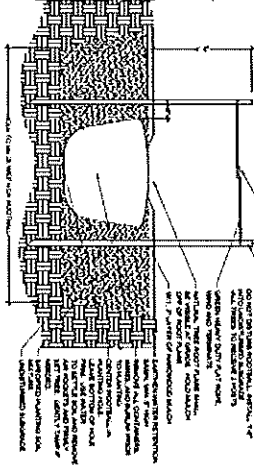
SCALE: 1/8" = 1'-0"



## 3 M.I. METAL EDGING

SECTION VIEW

SCALE: 1/8" = 1'-0"



PLANT	NO.	PLANT NAME	PLANT SIZE	PLANT TYPE	PLANT SPECIES	PLANT QUANTITY	PLANT NOTES
LARGE TREES	1						
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
SMALL TREES	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18						
	19						
	20						
OTHER ORNAMENTAL GRASSES	21						
	22						
	23						
	24						
	25						
	26						
	27						
	28						
	29						
	30						





PROJECT NUMBER: 02214  
 CLOT: MIDWOOD  
 DEVELOPMENT  
 PROJECT  
 CIELO VILLAS  
 TOWNHOMES  
 1725 JAZZ STREET  
 FORT WORTH, TEXAS

1.  $\frac{1}{2} \times \frac{1}{3} = \frac{1}{6}$   
 2.  $\frac{1}{4} \times \frac{1}{5} = \frac{1}{20}$   
 3.  $\frac{1}{6} \times \frac{1}{7} = \frac{1}{42}$   
 4.  $\frac{1}{8} \times \frac{1}{9} = \frac{1}{72}$   
 5.  $\frac{1}{10} \times \frac{1}{11} = \frac{1}{110}$   
 6.  $\frac{1}{12} \times \frac{1}{13} = \frac{1}{156}$   
 7.  $\frac{1}{14} \times \frac{1}{15} = \frac{1}{210}$   
 8.  $\frac{1}{16} \times \frac{1}{17} = \frac{1}{272}$   
 9.  $\frac{1}{18} \times \frac{1}{19} = \frac{1}{342}$   
 10.  $\frac{1}{20} \times \frac{1}{21} = \frac{1}{420}$   
 11.  $\frac{1}{22} \times \frac{1}{23} = \frac{1}{506}$   
 12.  $\frac{1}{24} \times \frac{1}{25} = \frac{1}{600}$   
 13.  $\frac{1}{26} \times \frac{1}{27} = \frac{1}{702}$   
 14.  $\frac{1}{28} \times \frac{1}{29} = \frac{1}{812}$   
 15.  $\frac{1}{30} \times \frac{1}{31} = \frac{1}{930}$   
 16.  $\frac{1}{32} \times \frac{1}{33} = \frac{1}{1056}$   
 17.  $\frac{1}{34} \times \frac{1}{35} = \frac{1}{1190}$   
 18.  $\frac{1}{36} \times \frac{1}{37} = \frac{1}{1332}$   
 19.  $\frac{1}{38} \times \frac{1}{39} = \frac{1}{1482}$   
 20.  $\frac{1}{40} \times \frac{1}{41} = \frac{1}{1640}$   
 21.  $\frac{1}{42} \times \frac{1}{43} = \frac{1}{1806}$   
 22.  $\frac{1}{44} \times \frac{1}{45} = \frac{1}{1980}$   
 23.  $\frac{1}{46} \times \frac{1}{47} = \frac{1}{2162}$   
 24.  $\frac{1}{48} \times \frac{1}{49} = \frac{1}{2352}$   
 25.  $\frac{1}{50} \times \frac{1}{51} = \frac{1}{2550}$   
 26.  $\frac{1}{52} \times \frac{1}{53} = \frac{1}{2756}$   
 27.  $\frac{1}{54} \times \frac{1}{55} = \frac{1}{2970}$   
 28.  $\frac{1}{56} \times \frac{1}{57} = \frac{1}{3192}$   
 29.  $\frac{1}{58} \times \frac{1}{59} = \frac{1}{3422}$   
 30.  $\frac{1}{60} \times \frac{1}{61} = \frac{1}{3660}$   
 31.  $\frac{1}{62} \times \frac{1}{63} = \frac{1}{3906}$   
 32.  $\frac{1}{64} \times \frac{1}{65} = \frac{1}{4160}$   
 33.  $\frac{1}{66} \times \frac{1}{67} = \frac{1}{4422}$   
 34.  $\frac{1}{68} \times \frac{1}{69} = \frac{1}{4692}$   
 35.  $\frac{1}{70} \times \frac{1}{71} = \frac{1}{4970}$   
 36.  $\frac{1}{72} \times \frac{1}{73} = \frac{1}{5256}$   
 37.  $\frac{1}{74} \times \frac{1}{75} = \frac{1}{5550}$   
 38.  $\frac{1}{76} \times \frac{1}{77} = \frac{1}{5852}$   
 39.  $\frac{1}{78} \times \frac{1}{79} = \frac{1}{6162}$   
 40.  $\frac{1}{80} \times \frac{1}{81} = \frac{1}{6480}$   
 41.  $\frac{1}{82} \times \frac{1}{83} = \frac{1}{6806}$   
 42.  $\frac{1}{84} \times \frac{1}{85} = \frac{1}{7140}$   
 43.  $\frac{1}{86} \times \frac{1}{87} = \frac{1}{7482}$   
 44.  $\frac{1}{88} \times \frac{1}{89} = \frac{1}{7840}$   
 45.  $\frac{1}{90} \times \frac{1}{91} = \frac{1}{8190}$   
 46.  $\frac{1}{92} \times \frac{1}{93} = \frac{1}{8556}$   
 47.  $\frac{1}{94} \times \frac{1}{95} = \frac{1}{8910}$   
 48.  $\frac{1}{96} \times \frac{1}{97} = \frac{1}{9280}$   
 49.  $\frac{1}{98} \times \frac{1}{99} = \frac{1}{9702}$   
 50.  $\frac{1}{100} \times \frac{1}{101} = \frac{1}{10100}$



## SPECIFICATIONS

SP 2.01

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018.208.122    0172.0VIA.03M

DOI: 10.1002/anie.201100011

**CONCLUSIONS**

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**English & Science**

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