

**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 Cielo Austin Development, 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 0.558 acres out of the right-of-way within Pflugerville Parkway and Jazz Street, Pflugerville, Texas (the “**LICENSED PROPERTY**”), as shown on the attached and incorporated Exhibit “A” (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 and maintain turf and irrigation as shown on the attached and incorporated Site Plan Set attached as Exhibit “B” (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:

Cielo Austin
Development LLC
C/O Masonwood
Development
Corporation
4301 Westbank Dr
Bldg A Ste 110
Austin, Texas 78746
Phone: 512-306-8300

- 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:
Cielo Austin Development, LLC, a Texas
Limited Liability Company**

By: _____
James Gressett, Manager

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

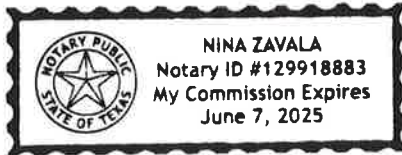
This instrument was acknowledged before me on _____, 2021, by Sereniah Breland, City Manager, City of Pflugerville, a Texas municipal corporation, on behalf of said corporation.

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 James Gressett, Manager, Cielo Austin Development, 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 30th day of August, A.D. 2021.



Nina Zavala
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#



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.558 OF ONE ACRE (24,309 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 AND 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 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found for the Southeast corner of Lot 1, Block B, said FINAL PLAT OF CIELO NORTH PHASE 1, and the common Southwest corner of Lot 1, Block A, FINAL PLAT OF BRANSON NORTH, a subdivision of record in Document No. 201800310, of said O.P.R.T.C.T., also being in the existing Northerly right-of-way line of said West Pflugerville Parkway;

THENCE over and across said West Pflugerville Parkway and said Jazz Street, the following eleven (11) courses and distances:

1. **South 27°46'26" West** a distance of **24.80** feet to a Calculated Point;
2. **North 62°06'38" West** a distance of **493.01** feet to a Calculated Point;
3. Along a curve to the **Right** having a radius of **25.00** feet, an arc length of **39.26** feet, a delta angle of **89°58'55"**, and a chord which bears **North 17°07'10" West** a distance of **35.35** feet to a Calculated Point;
4. **North 27°52'17" East** a distance of **551.78** feet to a Calculated Point;
5. Along a curve to the **Right** having a radius of **480.00** feet, an arc length of **199.89** feet, a delta angle of **23°51'35"**, and a chord which bears **North 39°48'03" East** a distance of **198.44** feet to a Calculated Point;



6. **North 51°44'02" East** a distance of **180.64** feet to a Calculated Point;
7. Along a curve to the **Left** having a radius of **520.00** feet, an arc length of **125.79** feet, a delta angle of **13°51'36"**, and a chord which bears **North 44°48'15" East** a distance of **125.48** feet to a Calculated Point;
8. Along a curve to the **Left** having a radius of **200.00** feet, an arc length of **35.94** feet, a delta angle of **10°17'47"**, and a chord which bears **North 32°56'32" East** a distance of **35.89** feet to a Calculated Point;
9. **North 27°35'46" East** a distance of **14.08** feet to a Calculated Point;
10. Along a curve to the **Right** having a radius of **200.00** feet, an arc length of **26.13** feet, a delta angle of **07°29'08"**, and a chord which bears **North 28°47'10" East** a distance of **26.11** feet to a Calculated Point, from which a 1/2-inch rebar found for the Southeast corner of Lot 30, Block D, 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.), and in the existing Westerly right-of-way line of said Jazz Street, bears North 58°36'20" West a distance of 40.52 feet; and
11. **South 58°36'20" East** at a distance of 9.27 feet passing a 1/2-inch rebar found for the Southwest corner of Lot 1, Block C of said REMINGTON HEIGHTS, PHASE 2 SECTION B, and continuing along the Southerly line of said Lot 1, Block C, for a total distance of **14.47** feet to a Calculated Point in the North line of said Lot 1, Block B and the common South line of said Lot 1, Block C, also being in the common existing Easterly right-of-way line of said Jazz Street, from which a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block B and the common Southeast corner of Lot 7, said Block C, also being in the West line of Lot 6, Block A, MEADOWS AT CAMBRIDGE HEIGHTS, PHASE ONE, a subdivision of record in Document No. 200200063 of said O.P.R.T.C.T., bears
South 58°36'20" East a distance of 348.16 feet;

THENCE with the existing Easterly right-of-way line of said Jazz Street and the common Westerly line of said Lot 1, Block B, the following six (6) courses and distances:

1. **South 31°23'40" West** a distance of **17.33** feet to a Calculated Point;
2. Along a curve to the **Right** having a radius of **530.00** feet, an arc length of **188.14** feet, a delta angle of **20°20'22"**, and a chord which bears **South 41°33'51" West** a distance of **187.16** feet to a Calculated Point;
3. **South 51°44'02" West** a distance of **180.64** feet to a Calculated Point;
4. Along a curve to the **Left** having a radius of **470.00** feet, an arc length of **195.72** feet, a delta angle of **23°51'35"**, and a chord which bears **South 39°48'03" West** a distance of **194.31** feet to a Calculated Point;



5. **South 27°52'17" West** a distance of **527.14** feet to a Calculated Point; and
6. Along a curve to the **Left** having a radius of **25.00** feet, an arc length of **38.40** feet, a delta angle of **87°59'43"**, and a chord which bears **South 16°05'34" East** a distance of **34.73** feet to a Calculated Point in the South line of said Lot 1, Block B and the common existing Northerly right-of-way line of said West Pflugerville Parkway;

THENCE **South 62°07'43" East** with the South line of said Lot 1, Block B and the common existing Northerly right-of-way line of said West Pflugerville Parkway, a distance of **483.85** feet to the **POINT OF BEGINNING** and containing 0.558 of one acre (24,309 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.



Travis S. Tabor
Registered Professional Land Surveyor
State of Texas No. 6428

08/24/2021



Job Number: 21-005

Attachments: K:\20086 – MWD Cielo West\CAD\DWGs\CIELO EAST PUE 2.dwg

MATCHLINE SHEET 5
 MATCHLINE SHEET 4

LOT 1, BLOCK B
 FINAL PLAT OF CIELO
 NORTH PHASE 1
 DOC. NO. 202000252
 O.P.R.T.C.T.

S. DARLING SURVEY NO. 102
 ABSTRACT NO. 232
 J. CASNER SURVEY NO. 103
 ABSTRACT NO. 2538

LOT 1, BLOCK A
 FINAL PLAT OF BRANSON NORTH
 DOC. NO. 201800310
 O.P.R.T.C.T.

JAZZ STREET
 (60' R.O.W. - DOC. NO. 202000252)
 N27°52'17"E 551.78'
 S27°52'17"W 527.14'

0.558 OF ONE ACRE
 (24,309 SQ. FT.)



Travis S. Tabor
 08/24/2021

DRAINAGE UTILITY AND
 ACCESS EASEMENT
 DOC. NO. 2008172703
 O.P.R.T.C.T.

POINT OF
 BEGINNING

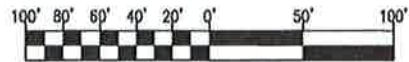
S62°07'43"E 483.85'
 N62°06'38"W 493.01'

WEST PFLUGERVILLE PARKWAY
 (120' R.O.W.)

LOT 1, BLOCK A
 FINAL PLAT OF CIELO SOUTH
 DOC. NO. 202000169
 O.P.R.T.C.T.

LEGEND

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY



GRAPHIC SCALE

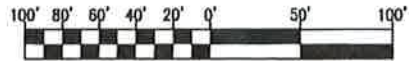
*SEE SHEET 6 FOR CURVE/LINE TABLES & NOTES

JOB NUMBER: 20-086		DATE: 08/17/2021	
PROJECT NAME: MWD CIELO WEST			
DRAWING NAME: CIELO EAST PUE 2			
DRAWING FILE PATH: K:\20086 - MWD CIELO WEST\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\20086 - MWD CIELO WEST\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 06	FIELDBOOKS N/A	SCALE: 1" = 100'	



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

*SEE SHEET 6 FOR CURVE/LINE TABLES & NOTES
SEE SHEET 5 FOR LEGEND



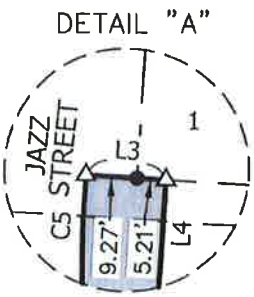
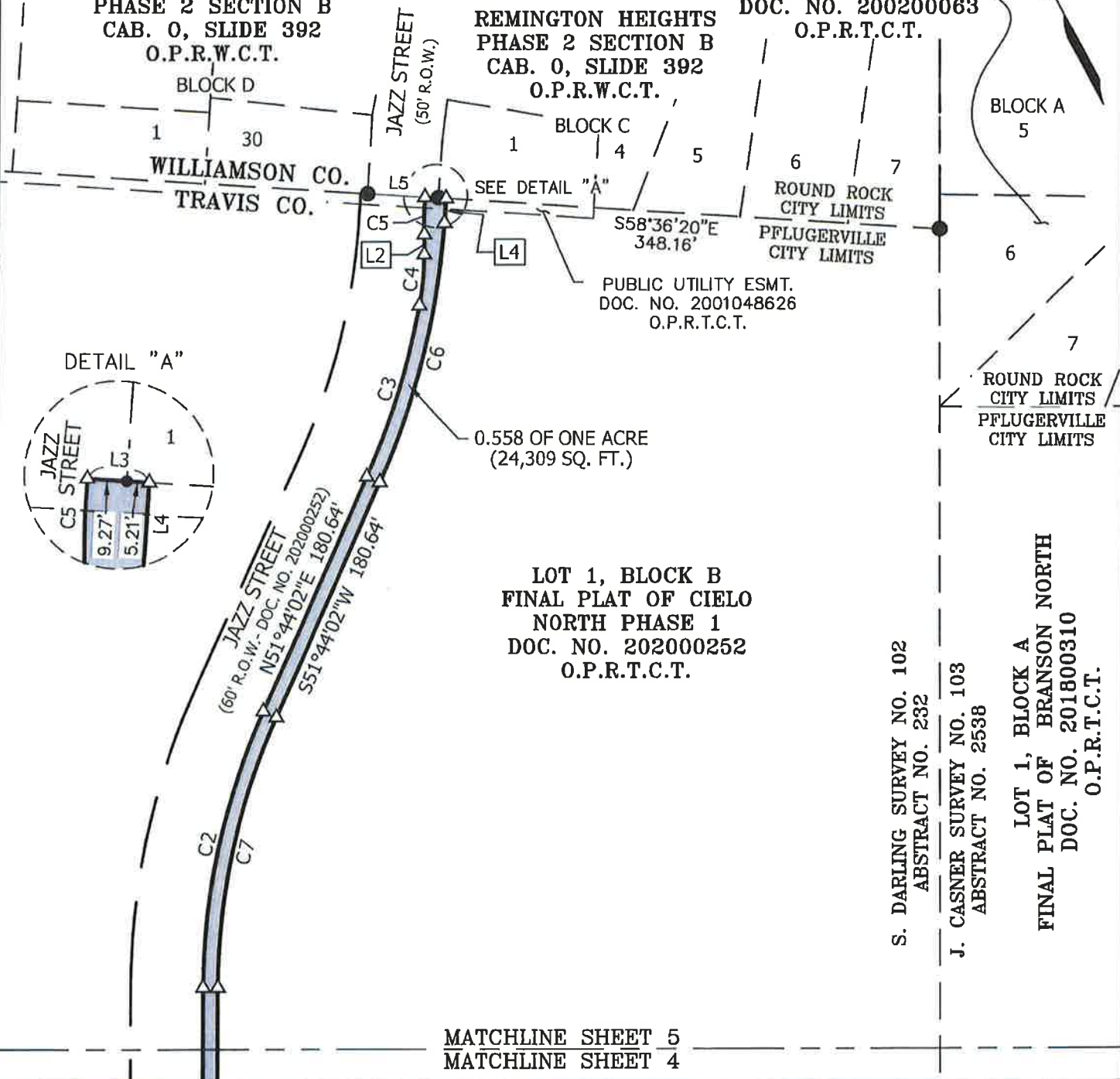
GRAPHIC SCALE

S. DARLING SURVEY NO. 102
ABSTRACT NO. 876

REMINGTON HEIGHTS
PHASE 2 SECTION B
CAB. 0, SLIDE 392
O.P.R.W.C.T.

REMINGTON HEIGHTS
PHASE 2 SECTION B
CAB. 0, SLIDE 392
O.P.R.W.C.T.

MEADOWS AT
CAMBRIDGE HEIGHTS
PHASE ONE
DOC. NO. 200200063
O.P.R.T.C.T.



MATCHLINE SHEET 5
MATCHLINE SHEET 4

JOB NUMBER: 20-086		DATE: 08/17/2021	
PROJECT NAME: MWD CIELO WEST			
DRAWING NAME: CIELO EAST PUE 2			
DRAWING FILE PATH:			
K:\20086 - MWD CIELO WEST\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\20086 - MWD CIELO WEST\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 06		FIELDBOOKS N/A	
		SCALE: 1" = 100'	



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

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	25.00'	39.26'	89°58'55"	N17° 07' 10"W	35.35'
C2	480.00'	199.89'	23°51'35"	N39° 48' 03"E	198.44'
C3	520.00'	125.79'	13°51'36"	N44° 48' 15"E	125.48'
C4	200.00'	35.94'	10°17'47"	N32° 56' 32"E	35.89'
C5	200.00'	26.13'	7°29'08"	N28° 47' 10"E	26.11'
C6	530.00'	188.14'	20°20'22"	S41° 33' 51"W	187.16'
C7	470.00'	195.72'	23°51'35"	S39° 48' 03"W	194.31'
C8	25.00'	38.40'	87°59'43"	S16° 05' 34"E	34.73'

Line Table		
Line #	Direction	Length
L1	S27° 46' 26"W	24.80'
L2	N27° 35' 46"E	14.08'
L3	S58° 36' 20"E	14.47'
L4	S31° 23' 40"W	17.33'
L5	N58° 36' 20"W	40.52'

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: 08/17/2021	
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DRAWING NAME: CIELO EAST PUE 2			
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K:\20086 - MWD CIELO WEST\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\20086 - MWD CIELO WEST\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 06 of 06	FIELDBOOKS N/A	SCALE: 1" = 100'	



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

Cielo-License Agreement Exhibit "B"

SUNRhea
Design, LLC
400 W. Broadside Way
Leander, Texas 78641
512.750.7374

Project:
CIELO EAST -
CITY HOMES
PFLUGERVILLE, TX

ISSUE FOR
CONSTRUCTION SET

Designed: JS

Drawn: JS

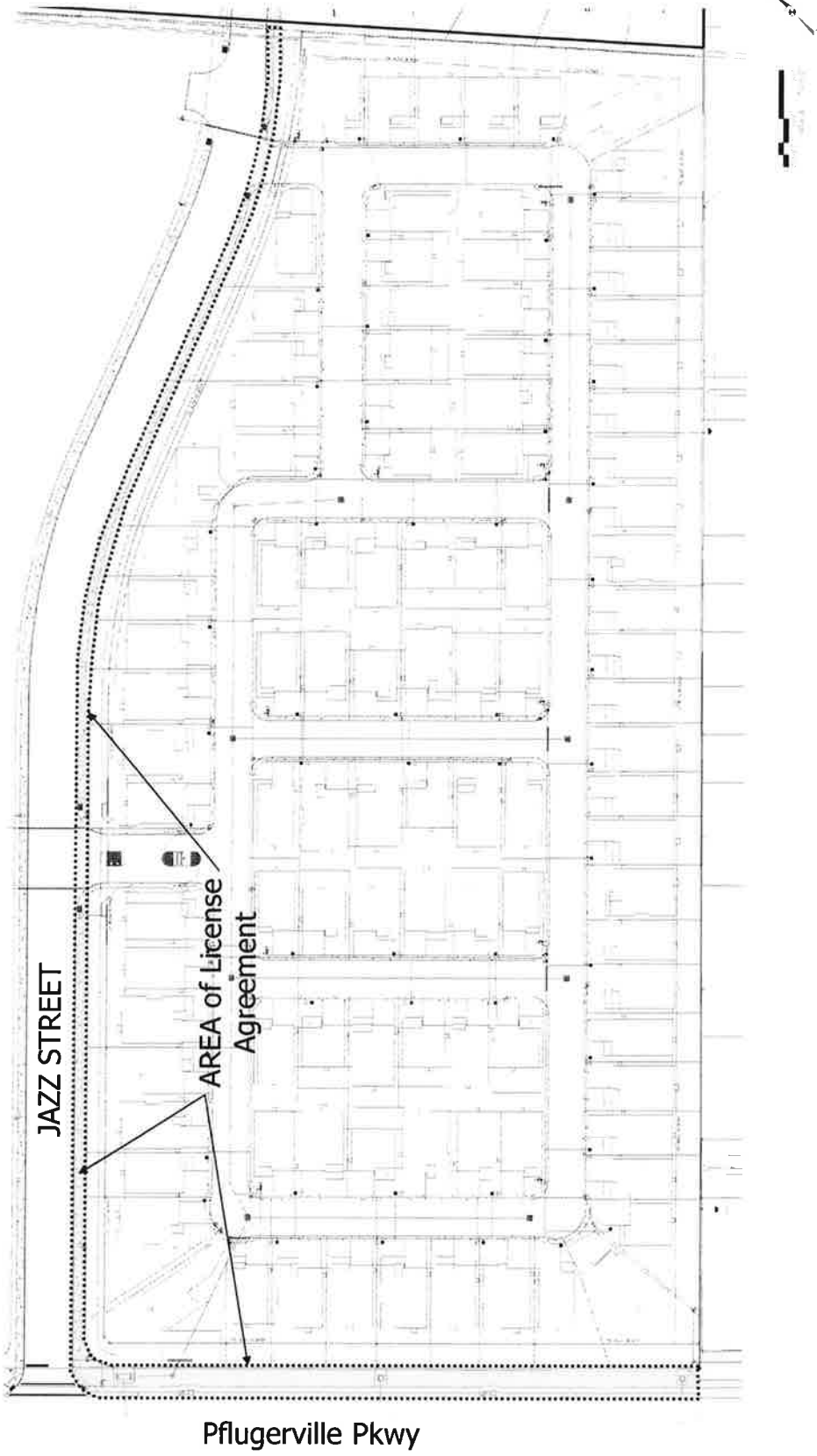
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Date Issued:
APRIL 23, 2021

Revisions

Sheet Title
OVERALL REFERENCE
PLAN

Sheet Number:
LR 1 00



JAZZ STREET

AREA of License
Agreement

Pflugerville Pkwy



Project:
CIELO EAST -
CITY HOMES
PFLUGERVILLE, TX

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CONSTRUCTION SET

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APRIL 23, 2021

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Sheet Title:
COVER SHEET

Sheet Number:
LC 1.00

100% CONSTRUCTION DRAWINGS FOR:

CIELO EAST - CITY HOMES

Pflugerville, Texas

Sitework / Planting / Irrigation

LOCATION MAP



A PROJECT BY

OWNER:
MASONWOOD DEVELOPMENT
CONTACT: JIM GRESSETTI, JIM MEREDITH
4301 WESTBANK DR.
BLDG. 1, STE. 110
AUSTIN, TEXAS 78646
P: 512.457.5800

LANDSCAPE ARCHITECT:
CVLA
CONTACT: JAMES POLE
P.O. BOX 170622
AUSTIN, TEXAS 78717
P: 816.956.1021

CIVIL ENGINEER:
MOODY ENGINEERING, INC.
CONTACT: KEITH MOODY
5226 BEE CAVES RD.
BUILDING A, STE. 200
P: 512.302.8333

IRRIGATION DESIGNER:
JAMES POLE IRRIGATION
CONTACT: JAMES POLE
100 N. LOCUST STE. 40
DENTON, TEXAS 76201
P: 940.243.2384

INDEX OF SHEETS

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■	04-23-2021	FC	MATERIALS SCHEDULE AND NOTES	LM 1.00
■	04-23-2021	FC	OVERALL REFERENCE PLAN	UR 1.00
Sitework, Planting, and Grading				
■	04-23-2021	FC	SITENWORK AND PLANTING PLAN	LS 1.01
■	04-23-2021	FC	SITENWORK AND PLANTING PLAN	LS 1.02
■	04-23-2021	FC	SITENWORK AND PLANTING PLAN	LS 1.03
■	04-23-2021	FC	SITENWORK AND PLANTING PLAN ENLARGEMENT	LS 1.04
■	04-23-2021	FC	SITENWORK DETAILS	LS 2.01
■	04-23-2021	FC	SITENWORK DETAILS	LS 2.02
■	04-23-2021	FC	PLANT LIST AND DETAILS	LS 2.03
Irrigation				
■	04-23-2021	FC	IRRIGATION PLAN	LI 1.01
■	04-23-2021	FC	IRRIGATION PLAN	LI 1.02
■	04-23-2021	FC	IRRIGATION PLAN	LI 1.03
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■	04-23-2021	FC	LANDSCAPE SPECIFICATIONS	SP 1.01
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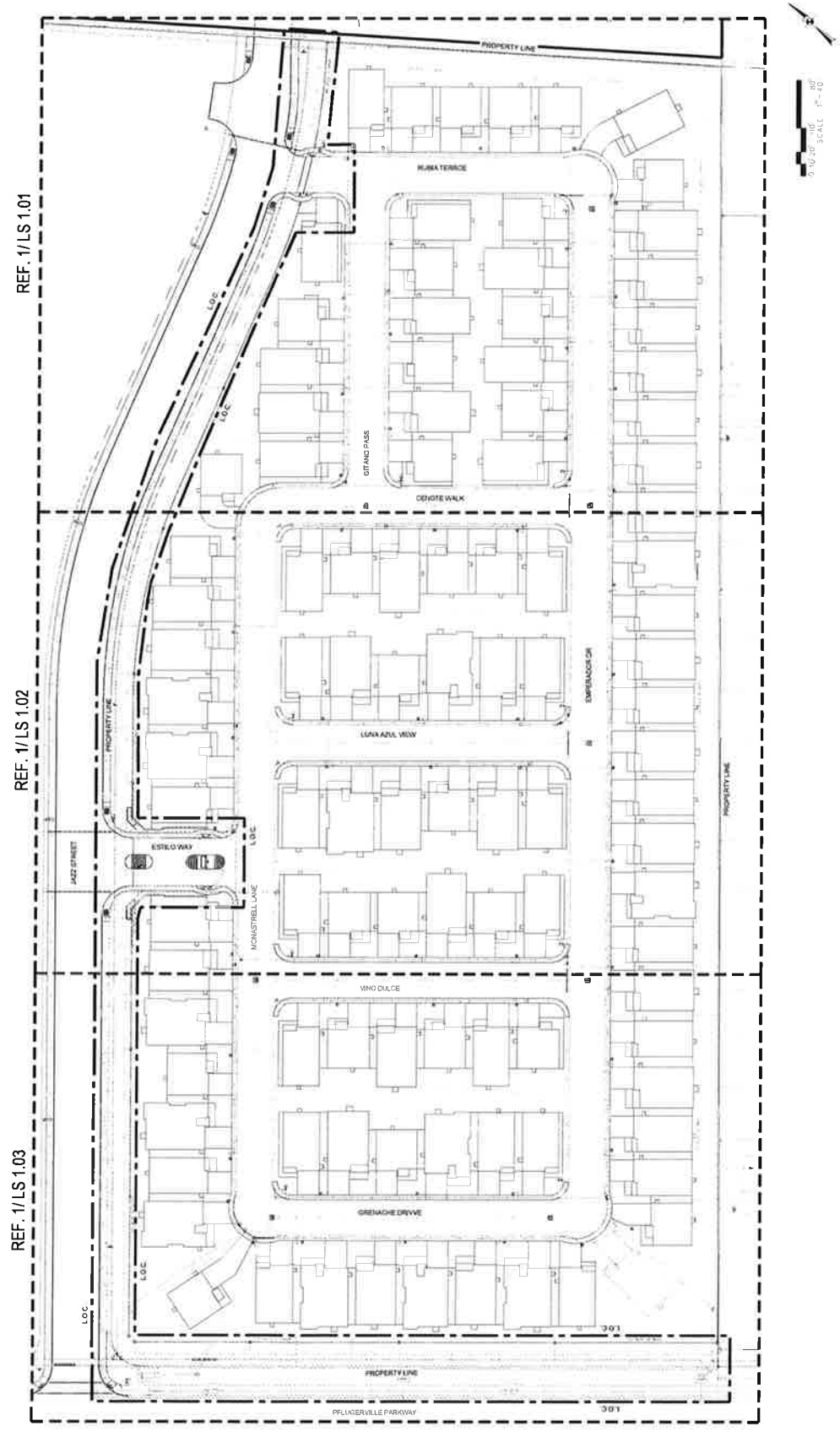
Project:
 CIELO EAST -
 CITY HOMES
 PFLUGERVILLE, TX

ISSUE FOR
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Designed: JS
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Sheet Title:
 OVERALL REFERENCE
 PLAN

Sheet Number:
 LR 1.00





Project:
 CIELO EAST -
 CITY HOMES
 PFLUGERVILLE, TX

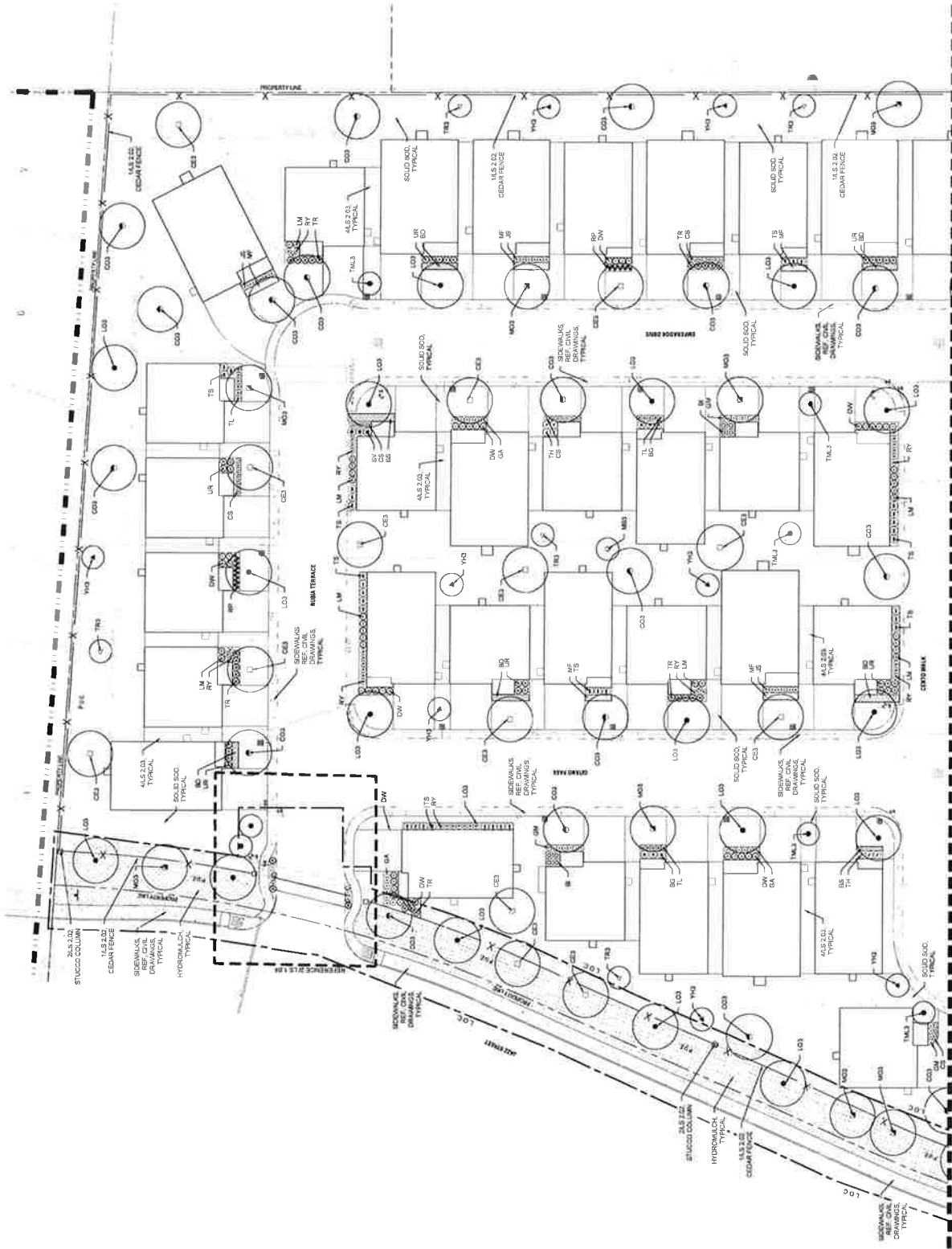
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 Reviewed: JB
 Date Issued:
 APRIL 23, 2021

REVISIONS:

Sheet Title:
 SITEMARK AND
 PLANTING PLAN

Sheet Number:
 LS 1.01



MATCHLINE REF: LS 1.02

**SUNRhea
Design, LLC**

400 W. Broussard Way
Leander, Texas 78641
512.750.7374



Project:
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CITY HOMES
PFLUGERVILLE, TX

**ISSUE FOR
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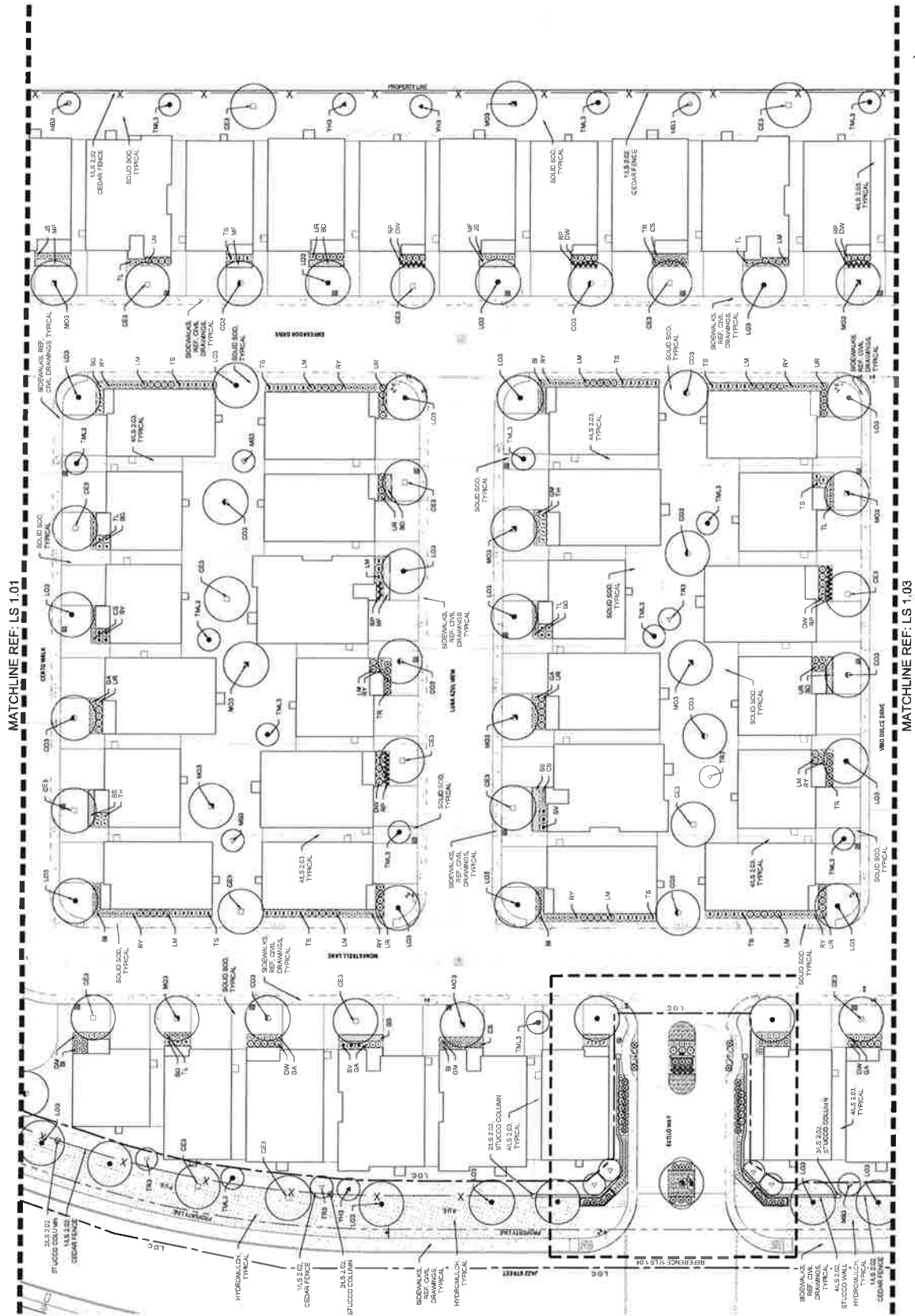
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Date Issued:
APRIL 23, 2021

Revisions:

Sheet Title:
SITEWORK AND
PLANTING PLAN

Sheet Number:
LS 1.02





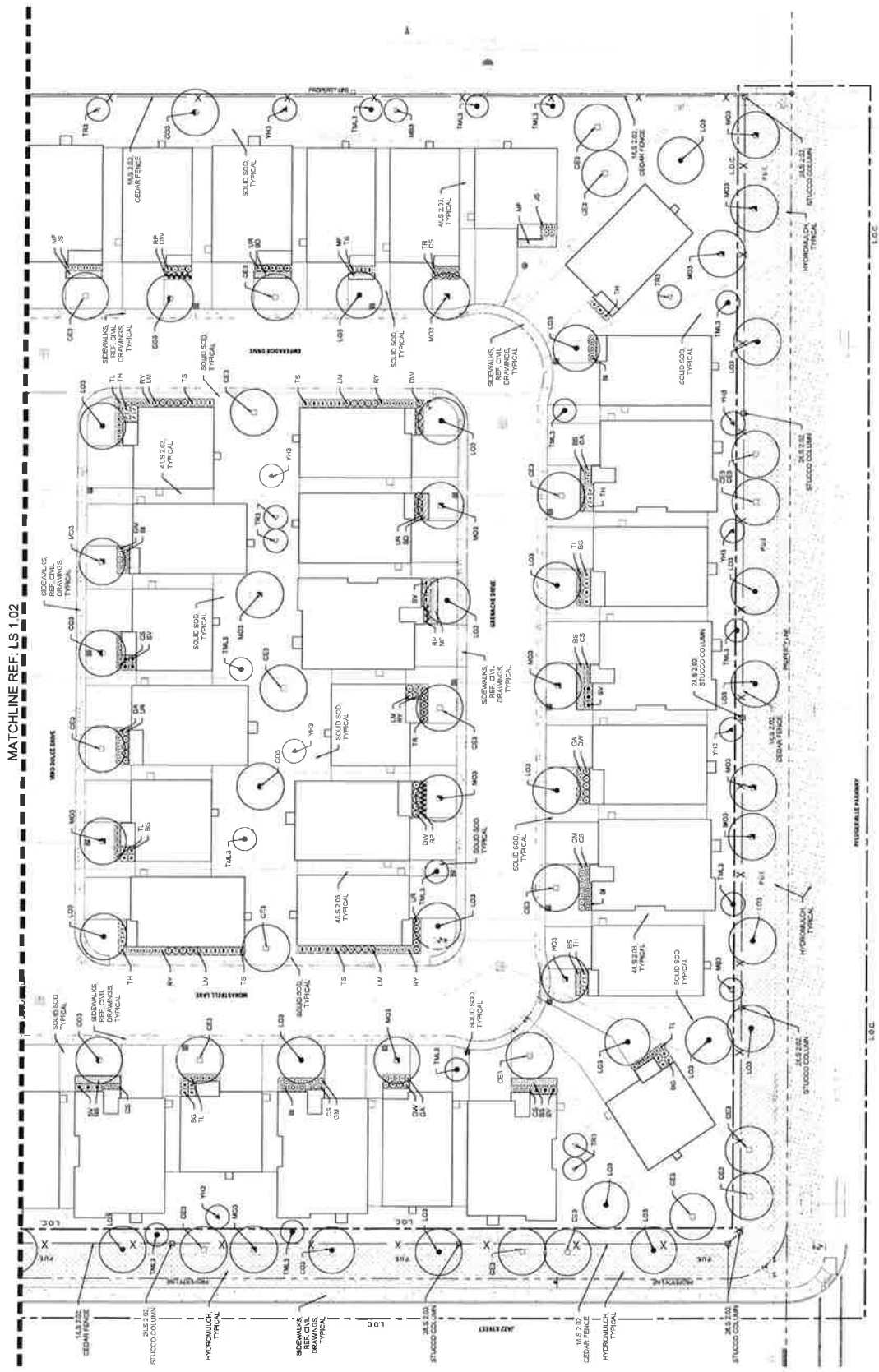
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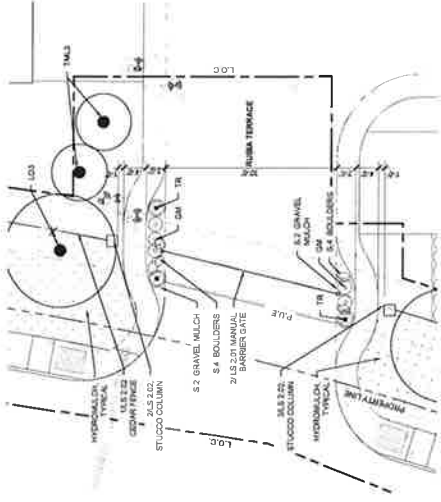
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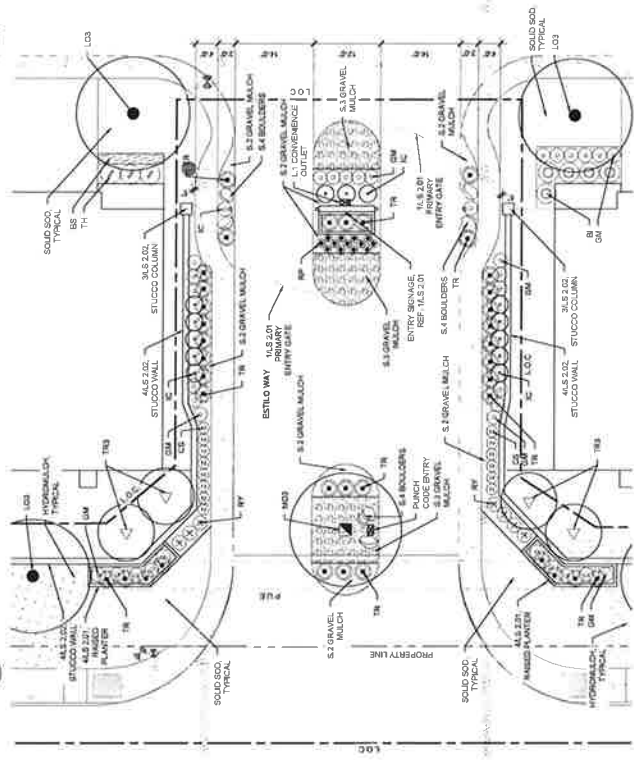
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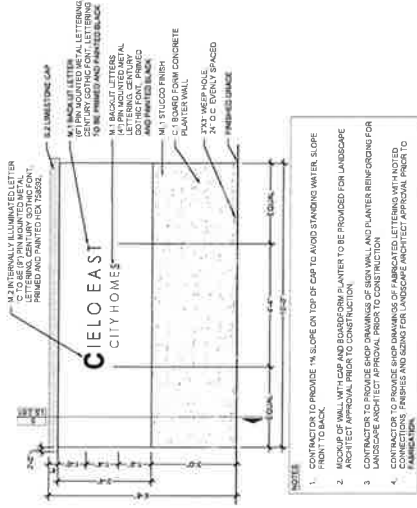


2 SECONDARY ENTRY ENLARGEMENT
SCALE: 1" = 10'-0"

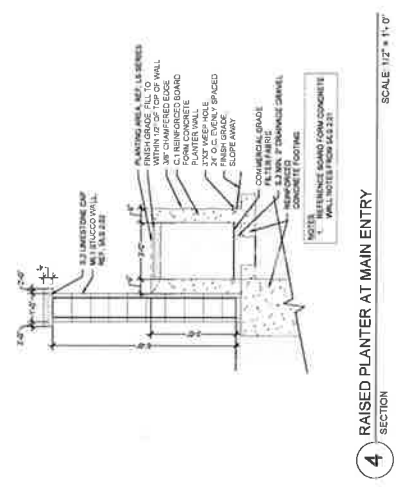


1 PRIMARY ENTRY ENLARGEMENT
SCALE: 1" = 10'-0"

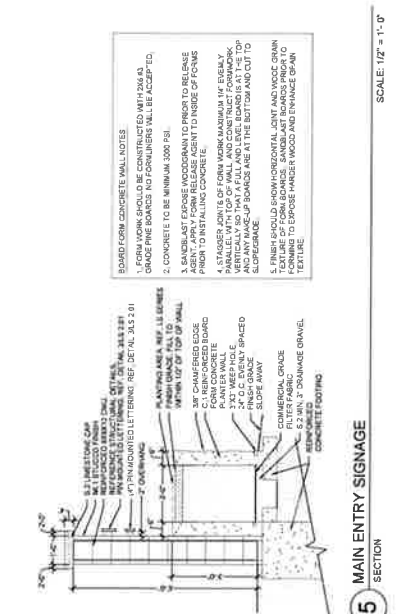




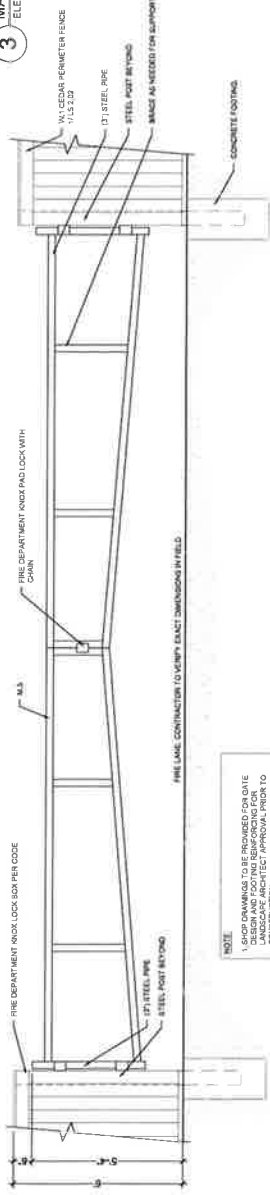
3 MAIN ENTRY SIGNAGE
ELEVATION
SCALE: 1/2" = 1'-0"



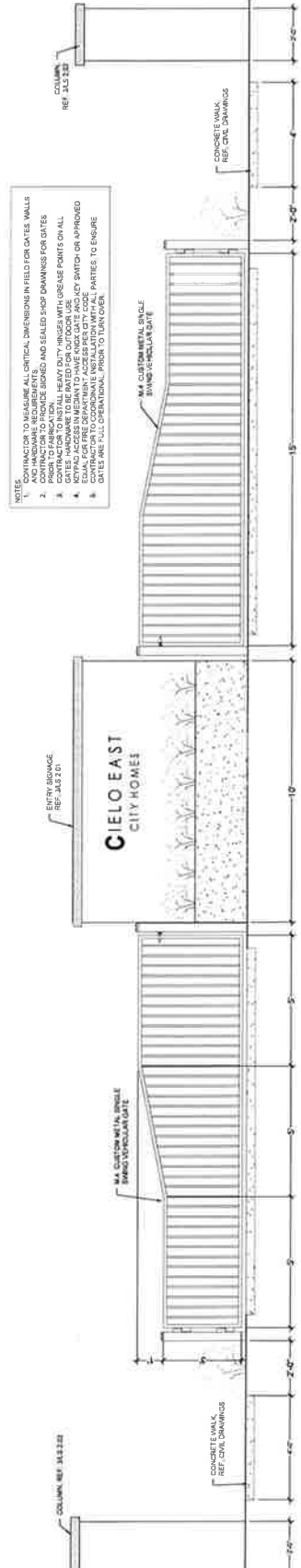
4 RAISED PLANTER AT MAIN ENTRY
SECTION
SCALE: 1/2" = 1'-0"



5 MAIN ENTRY SIGNAGE
SECTION
SCALE: 1/2" = 1'-0"



2 MANUAL DUAL SWING VEHICULAR BARRIER GATE (M.5)
ELEVATION
SCALE: 1/2" = 1'-0"



1 PRIMARY ENTRY
ELEVATION
SCALE: 1/2" = 1'-0"



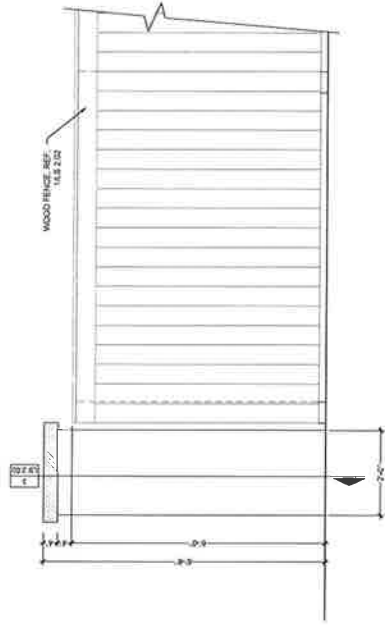
Project:
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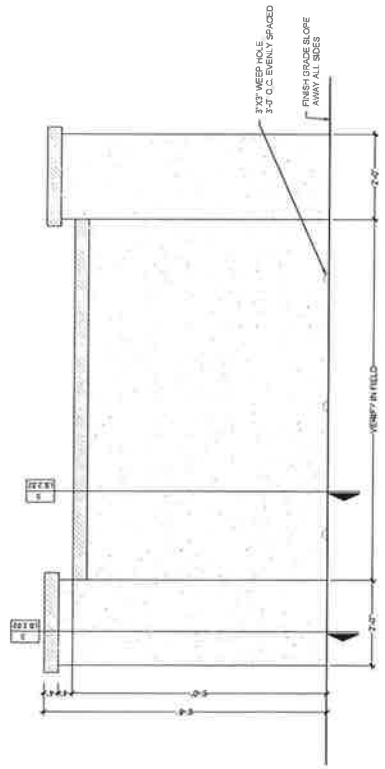
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Sheet Title:
SITEWORK DETAILS

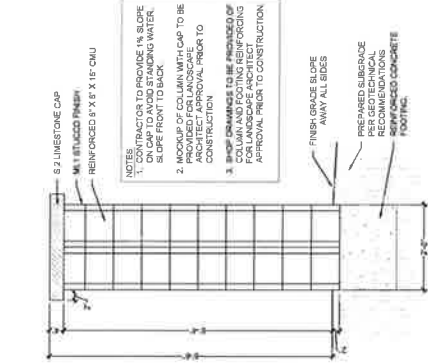
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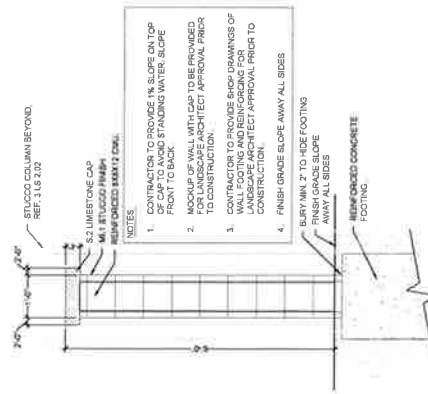
2 STUCCO COLUMN AT FENCE
ELEVATION
SCALE: 3/4" = 1'-0"



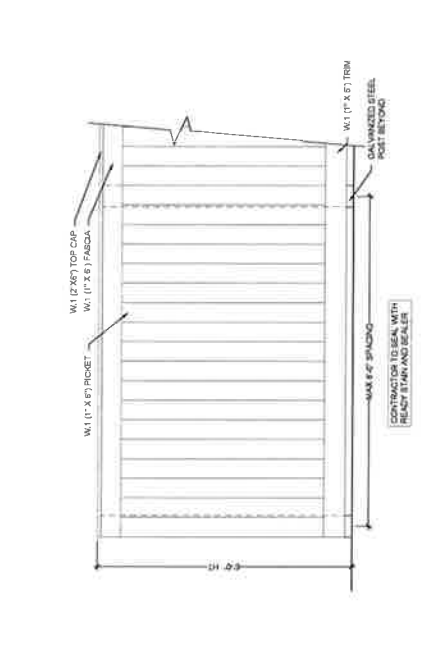
4 STUCCO COLUMN AT STUCCO WALL
ELEVATION
SCALE: 3/4" = 1'-0"



3 STUCCO COLUMN SECTION
SECTION
SCALE: 3/4" = 1'-0"



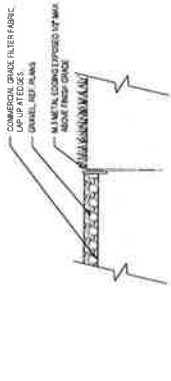
5 STUCCO WALL SECTION
SECTION
SCALE: 3/4" = 1'-0"



1 CEDAR PERIMETER FENCE
ELEVATION
SCALE: 3/4" = 1'-0"

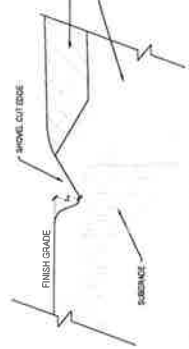


SYMBOL	PLANT	SIZE / SPACING	SPACING / PLANT TYPE	REMARKS
LARGE TREES	1	3" CAL. (15-17 FT.)	SPRINGBARK BURNING	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	2	4" CAL. (18-20 FT.)	CONTINENTAL GRASS	CONTRAST WITH LEAF COLOR, LEAF TYPE, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	3	5" CAL. (20-25 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	4	6" CAL. (25-30 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	5	8" CAL. (30-35 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
SMALL TREES	6	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	7	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	8	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	9	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	10	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	11	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	12	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	13	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	14	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	15	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	16	8" CAL. (15-18 FT.)	CONTINENTAL GRASS	BROUSE TRUNK, INTERNAL CROWNAL CORRELATION TO SUBMIT PROTECT FOR
	SHRUBS ORNAMENTAL GRASSES GROUNDCOVERS			
SHRUBS	17	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	18	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	19	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	20	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	21	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	22	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	23	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	24	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	25	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	26	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	27	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	28	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	29	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	30	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	31	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	32	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	33	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	34	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	35	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	36	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	37	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	38	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	39	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	40	12" CAL. (18-20 FT.)	SHRUB	FALL AND WINTER COLOR CHANGE, LEAF TYPE AND COLOR, BARK, FOLIAGE COLOR, LEAF LENGTH, LEAF WIDTH, LEAF SPACING
	TURF	41	12" CAL. (18-20 FT.)	TURF
42		12" CAL. (18-20 FT.)	TURF	REPLACE EXISTING TURF
43		12" CAL. (18-20 FT.)	TURF	REPLACE EXISTING TURF
44		12" CAL. (18-20 FT.)	TURF	REPLACE EXISTING TURF
45		12" CAL. (18-20 FT.)	TURF	REPLACE EXISTING TURF



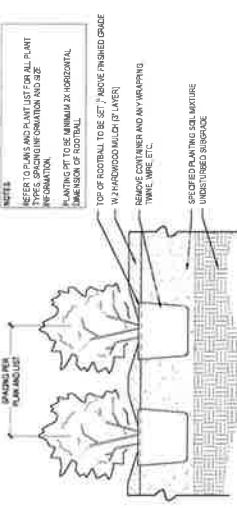
4 GRAVEL AT PLANTING
SECTION VIEW

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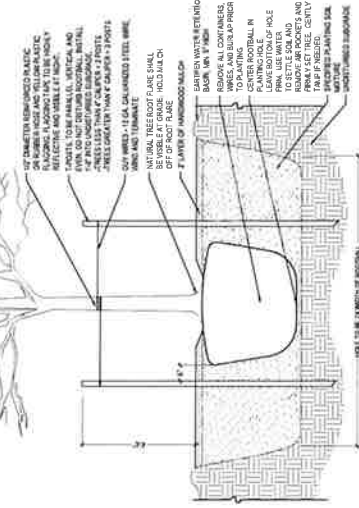
3 SHOVEL CUT EDGE
SECTION VIEW

SCALE: NTS



2 SHRUB PLANTING
SECTION VIEW

SCALE: NTS



1 TREE PLANTING
SECTION VIEW

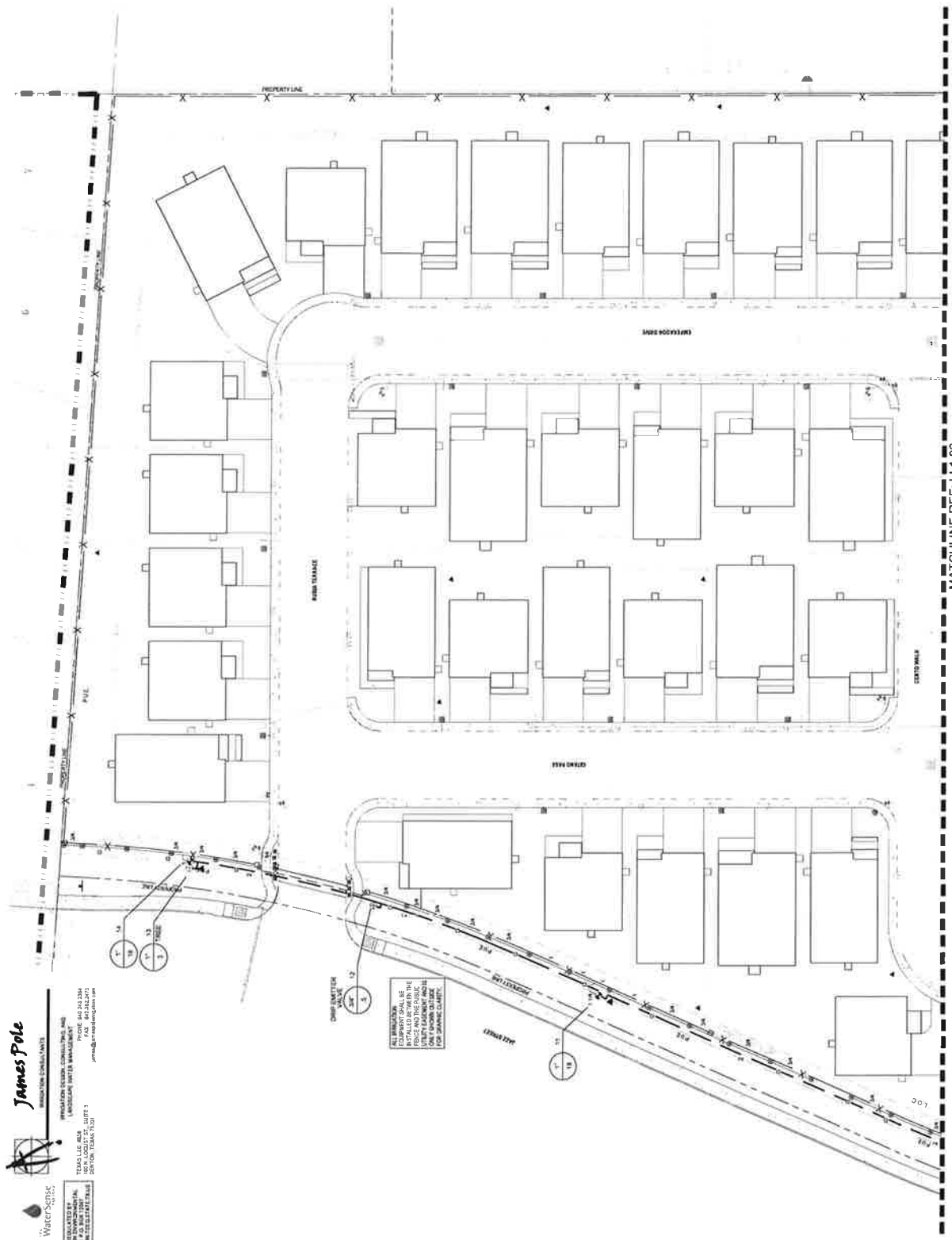
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IRRIGATION SYSTEMS EVALUATED BY
 WATERSCAPE, INC. 1400 WEST 200TH ST.
 DENTON, TEXAS 76205
 PHONE: 817-342-2244
 WWW.WATERSCAPE.COM

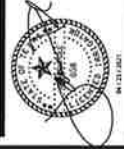


IRRIGATION SYSTEMS EVALUATED BY
 JAMES POLE, INC. 1400 WEST 200TH ST.
 DENTON, TEXAS 76205
 PHONE: 817-342-2244
 WWW.JAMESPOLE.COM



SUNRhea
Design, LLC
 400 W. Brigade Way
 Leander, Texas 78641
 512.750.7374

Project:
 Cielo East -
 City Homes
 Pflugerville, TX

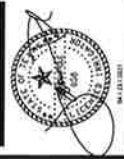


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Sheet Number:
 LI 1.01

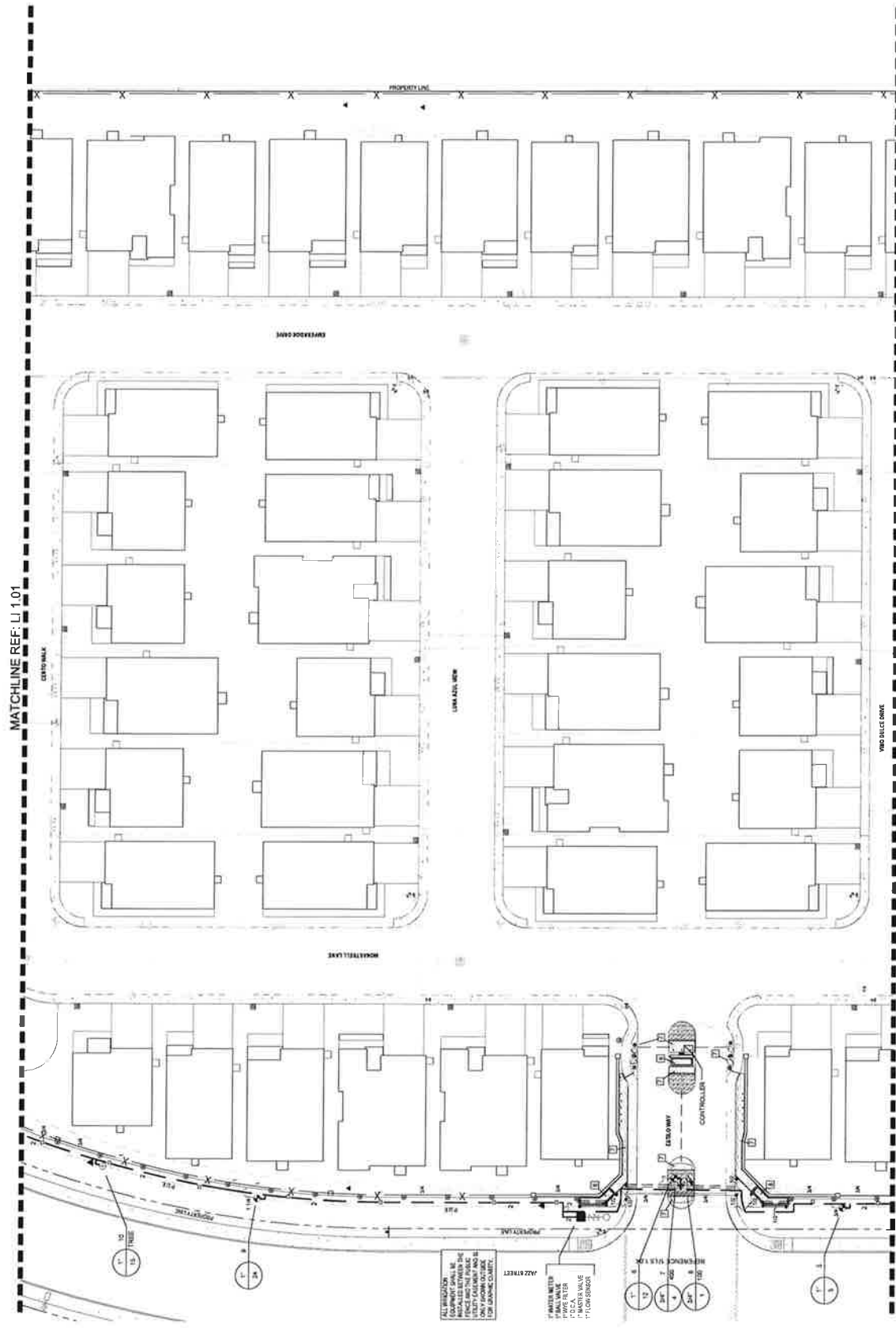
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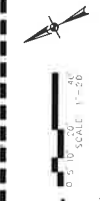
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Sheet Number:
 LI 1.02



ALL IRRIGATION IS
 INSTALLED WITHIN THE
 PROPERTY LINE UNLESS
 OTHERWISE NOTED.
 ONLY WORK ON THE
 PROPERTY LINE UNLESS
 OTHERWISE NOTED.

WATER METER
 IRRIGATION CONTROLLER
 IRRIGATION VALVE
 IRRIGATION VALVE
 IRRIGATION VALVE
 IRRIGATION VALVE



James Pole
 IRRIGATION CONSULTANTS

SCALE: 1" = 20'



Waterworks
 IRRIGATION CONSULTANTS
 10000 W. BRIGADE WAY
 LEANDER, TEXAS 78641
 512.750.7374
 www.jamespole.com

