

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING THE AMENDED AND RESTATED WASTEWATER PIPELINE EASEMENT AGREEMENT GRANTED TO THE CITY OF PFLUGERVILLE BY PROSE STAR RANCH VENTURE, LP AND AUTHORIZING ITS EXECUTION

WHEREAS, the City and Prose Star Ranch Venture, LP (“Star Ranch”) entered into that certain Wastewater Pipeline Agreement (the “Easement”) dated November 13, 2020; and

WHEREAS, the City and Star Ranch desire to clarify certain rights of grantor in the Easement through an amended and restated easement agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the Amended and Restated Wastewater Pipeline Easement Agreement, attached hereto as Exhibit A.

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Victor Gonzales, Mayor

ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

**Exhibit A**  
**Amended and Restated Wastewater Pipeline Easement Agreement**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDED AND RESTATED WASTEWATER PIPELINE EASEMENT  
AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

**AMENDED AND RESTATED GRANT OF EASEMENT:**

**PROSE STAR RANCH VENTURE, LP**, a Delaware limited partnership (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas (“Grantee”), an amended and restated exclusive easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on Exhibit ”A”, attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee may jointly be referred to by “the parties.”

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

- (b) “Permitted Improvements” shall mean the following improvements; landscaping or planting of vegetation, driveways, sidewalks and curbs, perimeter fencing, and perpendicular crossings of private waterlines and other public utilities, so long as such improvements do not materially interfere with the rights of Holder.
  - (c) “Public wastewater pipeline” shall mean a pipeline designed and operated to transport wastewater.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Holder.
  3. *Purpose of Easement.* The Easement shall be used for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater pipelines and related appurtenances, or making connections thereto (hereinafter collectively “Facilities”). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
  4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
  5. *Reservation of Rights.* Save and except: Notwithstanding the “exclusive” nature of this Easement, Grantor and Grantor’s heirs, successors, and assigns shall have the right and Grantor does hereby reserve the right for itself, its heirs, successor sand assigns, to use all or part of the Easement Property for Permitted Improvements as long as such use, placement and construction, as reasonably determined in writing by Holder, neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. The foregoing reservation shall include the right to grant easements to third parties in order to construct, maintain, and repair Permitted Improvements. *Grantor shall not construct any building, structure or obstruction on the Easement Property other than a Permitted Improvement. The installation of a Permitted Improvement must comply with all applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall provide Holder with written notice prior to the start of constructing any Permitted Improvement. For clarification, Grantee hereby agrees and acknowledges that the perimeter fencing more particularly depicted on Exhibit B attached hereto and the placement of electric distribution lines and related facilities by Oncor Electric in the approximate locations set forth in Exhibit C attached*

*here have been specifically approved by Grantee, both being part of the Permitted Improvements.*

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property (other than the Permitted Improvements). Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Easement. Holder has the right to remove or relocate, or have removed or relocated, any encroachments, including Permitted Improvements, within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall not be required to repair or replace to their original condition encroachments or Permitted Improvement on the Easement Property that are damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Facilities, excepting however, any damage to Permitted Improvements due to the gross negligence or willful misconduct of Holder, its contractors, employees and/or representatives.*
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Amendment and Restatement of Existing Easement.* This Amended and Restated Easement amends, restates and replaces in its entirety that certain Wastewater Pipeline Easement Agreement dated as of November 13, 2020, by Grantor to Grantee, recorded as Document No. 2020147613 in the Official Public Records of Williamson County, Texas.
16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
19. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
21. *Assignability.* The Easement may be assigned by Grantee, in writing in a form approved by Holder, upon receiving the prior written consent of Grantor. Said consent not to be unreasonably withheld.

[Signature Page Follows]





**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF PFLUGERVILLE,  
TEXAS,** a Texas home-rule  
municipality

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

ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_,  
2020, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-  
rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville  
Attn.: Emily Barron, Planning Director  
Development Services Center  
P.O. Box 589  
Pflugerville, Texas 78691

**EXHIBIT "A"**

**EASEMENT PROPERTY**

**[See Attached]**

EXHIBIT "A"

Variable Width Wastewater Easement

FIELD NOTE DESCRIPTION

BEING A 1.48 ACRE TRACT OF LAND SITUATED IN THE N. D. WALLING SURVEY, ABSTRACT NO. 675 IN WILLIAMSON COUNTY, TEXAS; SAID 1.48 ACRE TRACT BEING PART OF THE REMAINDER OF THAT CERTAIN CALLED 9.98 ACRE TRACT OF LAND (EXHIBIT "A") AND PART OF THE REMAINDER OF THAT CERTAIN CALLED 3.60 ACRE TRACT OF LAND, BOTH TRACTS BEING DESCRIBED IN A DEED TO ROBERT BRIDGES AND WIFE, SHARON F. BRIDGES, FILED ON JANUARY 24, 1989, RECORDED IN VOLUME 1747, PAGE 471, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), PART OF THAT CERTAIN CALLED 4.819 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074295, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), PART OF THAT CERTAIN CALLED 0.999 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074281, O.P.R.W.C.T., AND PART OF THAT CERTAIN CALLED 3.676 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074340, O.P.R.W.C.T.; SAID 1.48 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "Williamson County" found for the southernmost southeast corner of the herein described tract, said point being on the common east line of said 3.60 acre remainder tract and the west line of Lot 1, Block A, Lakeside Estates Phase 1-A, a subdivision recorded in Cabinet R, Slides 394-397, O.P.R.W.C.T., said iron rod marking the northeast corner of that certain called 2.022 acre tract of land described in a Right-Of-Way Deed to Williamson County, Texas, recorded in Document No. 2020084594, O.P.R.W.C.T., said point also marking the beginning of a curve to the right;

THENCE, in a Westerly direction, departing the west line of said Lakeside Estates Phase 1-A, with the north line of said 2.022 acre tract, and with said curve to the right, having a central angle of **00° 18' 03"**, a radius of **3,400.00 feet**, an arc length of **17.85 feet**, and a chord bearing and distance of **North 82° 46' 14" West – 17.85 feet** to a calculated point;

THENCE, departing the north line of said 2.022 acre tract, and traveling over and across the following said tracts, remainder of called 3.60 acres, remainder of called 9.98 acres, called 4.819 acres, called 0.999 acre, and called 3.676 acres, the following forty-seven (47) calls:

- 1) **North 07° 29' 52" East**, a distance of **23.80 feet** to a calculated point;
- 2) **North 37° 31' 50" West**, a distance of **0.95 feet** to a calculated point;
- 3) **North 82° 31' 55" West**, a distance of **150.29 feet** to a calculated point;
- 4) **North 37° 30' 30" West**, a distance of **26.58 feet** to a calculated point;
- 5) **North 82° 31' 06" West**, a distance of **61.58 feet** to a calculated point;
- 6) **North 39° 45' 41" West**, a distance of **20.29 feet** to a calculated point;
- 7) **North 07° 29' 30" East**, a distance of **102.97 feet** to a calculated point;

- 8) **North 82° 30' 30" West**, a distance of **160.77 feet** to a calculated point;
- 9) **North 37° 31' 10" West**, a distance of **63.94 feet** to a calculated point;
- 10) **North 07° 28' 10" East**, a distance of **187.84 feet** to a calculated point;
- 11) **North 37° 31' 50" West**, a distance of **19.13 feet** to a calculated point;
- 12) **South 52° 29' 33" West**, a distance of **8.68 feet** to a calculated point;
- 13) **North 07° 36' 22" East**, a distance of **3.83 feet** to a 1/2-inch iron pipe found for a corner of the herein described tract, said pipe marking the common southeast corner of said 4.819 acre tract and the northeast corner of said 5.00 acre remainder tract;
- 14) **North 87° 55' 26" West**, with the common south line of said 4.819 acre tract and north line of said 5.00 acre remainder tract, a distance of **58.54 feet** to a calculated point;
- 15) **North 52° 29' 33" East**, departing said common line, a distance of **52.42 feet** to a calculated point;
- 16) **North 07° 33' 19" East**, a distance of **173.49 feet** to a calculated point;
- 17) **North 82° 31' 41" West**, a distance of **244.55 feet** to a calculated point;
- 18) **South 52° 29' 30" West**, a distance of **55.91 feet** to a calculated point;
- 19) **North 07° 28' 10" East**, a distance of **56.55 feet** to a calculated point;
- 20) **North 52° 29' 30" East**, a distance of **32.50 feet** to a calculated point;
- 21) **South 82° 31' 40" East**, a distance of **261.10 feet** to a calculated point;
- 22) **North 07° 28' 10" East**, a distance of **166.67 feet** to a calculated point;
- 23) **North 05° 55' 38" West**, a distance of **51.04 feet** to a calculated point;
- 24) **North 82° 31' 50" West**, a distance of **46.27 feet** to a calculated point;
- 25) **North 07° 28' 10" East**, a distance of **46.01 feet** to a calculated point;
- 26) **South 82° 31' 50" East**, a distance of **43.86 feet** to a calculated point;
- 27) **North 07° 28' 10" East**, a distance of **9.92 feet** to a calculated point;
- 28) **North 81° 12' 33" West**, a distance of **186.74 feet** to a calculated point;
- 29) **South 84° 18' 34" West**, a distance of **85.41 feet** to a calculated point;
- 30) **North 07° 28' 10" East**, a distance of **20.54 feet** to a calculated point, and from which a 5/8-inch iron rod with yellow plastic cap stamped "CP&Y" found marking an angle point on the north line of said 3.676 acre tract bears North 07° 28' 10" East, at a distance of 13.07 feet;

- 31) **North 84° 18' 34" East**, a distance of **82.88 feet** to a calculated point;
- 32) **South 84° 00' 26" East**, a distance of **224.23 feet** to a calculated point;
- 33) **South 07° 28' 10" West**, a distance of **50.13 feet** to a calculated point;
- 34) **South 05° 55' 38" East**, a distance of **80.70 feet** to a calculated point;
- 35) **South 07° 25' 41" West**, a distance of **386.62 feet** to a calculated point;
- 36) **South 37° 31' 50" East**, a distance of **43.66 feet** to a calculated point;
- 37) **South 07° 28' 10" West**, a distance of **187.84 feet** to a calculated point;
- 38) **South 37° 31' 10" East**, a distance of **39.10 feet** to a calculated point;
- 39) **South 82° 30' 30" East**, a distance of **166.43 feet** to a calculated point;
- 40) **South 37° 30' 30" East**, a distance of **16.85 feet** to a calculated point;
- 41) **South 07° 29' 30" West**, a distance of **114.83 feet** to a calculated point;
- 42) **South 82° 31' 06" East**, a distance of **54.76 feet** to a calculated point;
- 43) **South 37° 30' 30" East**, a distance of **26.58 feet** to a calculated point;
- 44) **South 82° 31' 55" East**, a distance of **150.29 feet** to a calculated point;
- 45) **South 37° 31' 50" East**, a distance of **14.44 feet** to a calculated point;
- 46) **South 07° 27' 15" West**, a distance of **34.19 feet** to the **POINT OF BEGINNING** and containing 1.48 acres of land, more or less.

Bearings are based on the Texas Coordinate System (Central Zone, NAD 83), which is based on Trimble's Central Texas GPS Cooperative CORS RTK Network.

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-5251 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.



Daniel M. Flaherty, R.P.L.S. No. 5004  
CP&Y, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194125  
Project No. 1900729

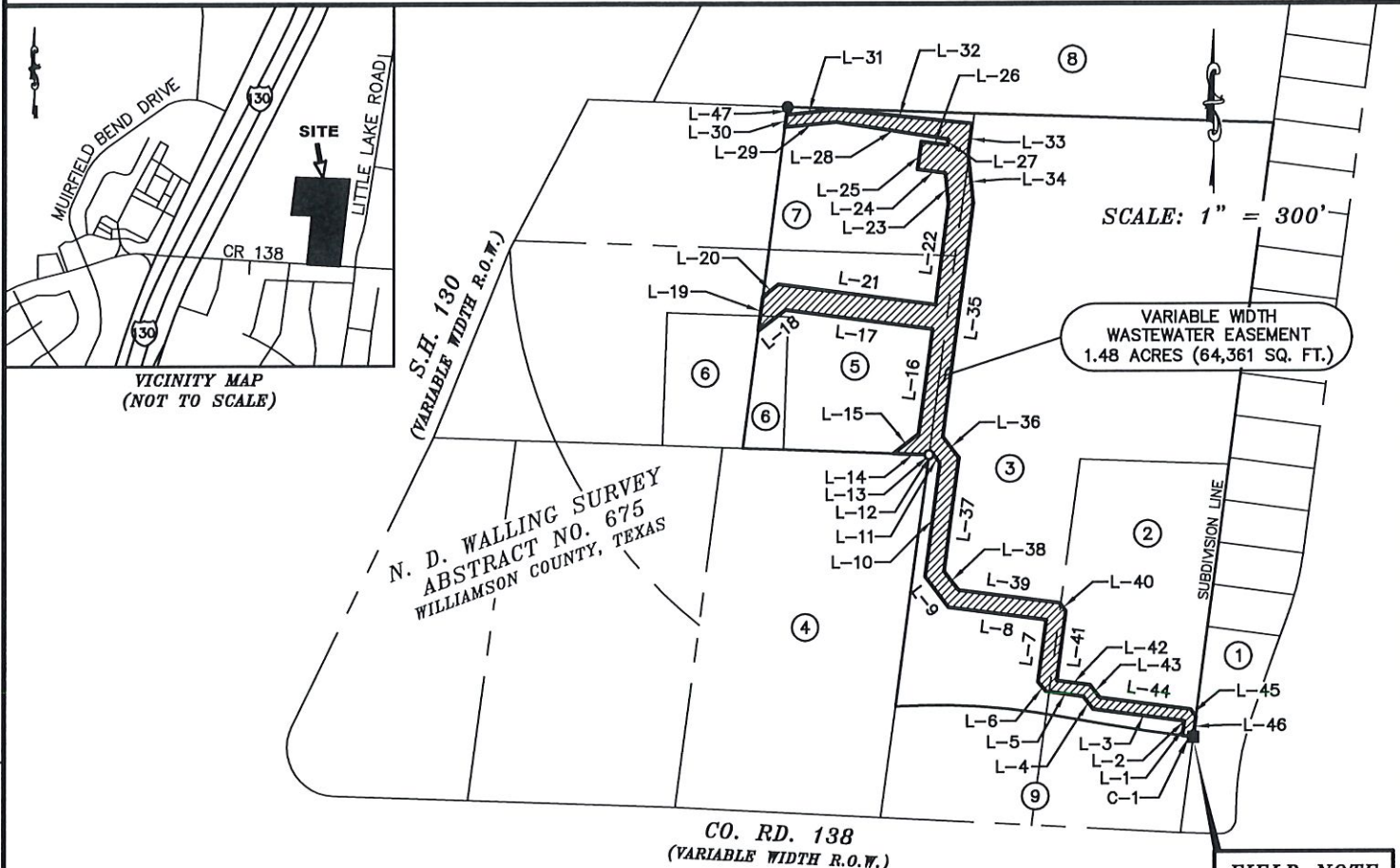


07/31/2020



**EXHIBIT "A"**

**EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A  
VARIABLE WIDTH (1.48 ACRES) WASTEWATER EASEMENT  
LOCATED IN THE N. D. WALLING SURVEY, ABSTRACT NO. 675  
WILLIAMSON COUNTY, TEXAS**



**LEGEND**

- = 1/2" IRON PIPE FOUND
- = 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND
- ① = PARCEL IDENTIFIER
- P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON TRIMBLE'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.



1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

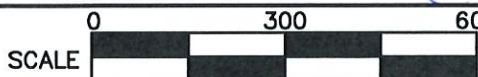


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 31ST DAY OF JULY, 2020.

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, RPLS NO. 5004

SURVEYED: 07-17-2020

4 OF 5



PLAT NO. A-5251 DRAFT DATE 07-31-2020 DRAWN BY TAB  
WORK ORDER NO. 1900729 FIELDBOOK/PG. 428/4 TAB # 5251  
DIGITAL FILE 1900729R-WW ESMT F/N # FN06

**EXHIBIT "A"**  
**EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A**  
**VARIABLE WIDTH (1.48 ACRES) WASTEWATER EASEMENT**  
**LOCATED IN THE N. D. WALLING SURVEY, ABSTRACT NO. 675**  
**WILLIAMSON COUNTY, TEXAS**

- ① LOT 1, BLOCK A  
LAKESIDE ESTATES, PHASE 1-A  
CAB. R, SLIDES 394-397  
P.R.W.C.T.  
FILED: DECEMBER 15, 1999
- ② REMAINDER OF CALLED 3.60 ACRES  
(EXHIBIT "B")  
ROBERT BRIDGES AND WIFE  
SHARON F. BRIDGES  
VOL. 1747, PG. 471  
O.R.W.C.T.  
FILED: JANUARY 24, 1989
- ③ REMAINDER OF CALLED 9.98 ACRES  
(EXHIBIT "A")  
ROBERT BRIDGES AND WIFE  
SHARON F. BRIDGES  
VOL. 1747, PG. 471  
O.R.W.C.T.  
FILED: JANUARY 24, 1989
- ④ REMAINDER OF CALLED 5.00 ACRES  
NELDA CAROL PHELPS  
DOC. NO. 2000032529  
O.P.R.W.C.T.
- ⑤ PORTION OF CALLED 4.819 ACRES  
CSW SR HUTTO, LLC  
DOC. NO. 2017074295  
O.P.R.W.C.T.
- ⑥ CALLED 0.999 ACRE  
CSW SR HUTTO, LLC  
DOC. NO. 2017074281  
O.P.R.W.C.T.
- ⑦ PORTION OF CALLED 3.676 ACRES  
CSW SR HUTTO, LLC  
DOC. NO. 2017074340  
O.P.R.W.C.T.
- ⑧ CALLED 8.30 ACRES  
2535 LTD  
DOC. NO. 2016081442  
O.P.R.W.C.T.
- ⑨ CALLED 2.022 ACRES  
WILLIAMSON COUNTY, TEXAS  
DOC. NO. 2020084594  
O.P.R.W.C.T.

Curve Table					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C-1	0°18'03"	3400.00'	17.85'	N 82°46'14" W	17.85'

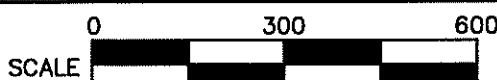
Line Table		
LINE	BEARING	LENGTH
L-1	N 07°29'52" E	23.80'
L-2	N 37°31'50" W	0.95'
L-3	N 82°31'55" W	150.29'
L-4	N 37°30'30" W	26.58'
L-5	N 82°31'06" W	61.58'
L-6	N 39°45'41" W	20.29'
L-7	N 07°29'30" E	102.97'
L-8	N 82°30'30" W	160.77'
L-9	N 37°31'10" W	63.94'
L-10	N 07°28'10" E	187.84'
L-11	N 37°31'50" W	19.13'
L-12	S 52°29'33" W	8.68'
L-13	N 07°36'22" E	3.83'
L-14	N 87°55'26" W	58.54'
L-15	N 52°29'33" E	52.42'
L-16	N 07°33'19" E	173.49'

Line Table		
LINE	BEARING	LENGTH
L-17	N 82°31'41" W	244.55'
L-18	S 52°29'30" W	55.91'
L-19	N 07°28'10" E	56.55'
L-20	N 52°29'30" E	32.50'
L-21	S 82°31'40" E	261.10'
L-22	N 07°28'10" E	166.67'
L-23	N 05°55'38" W	51.04'
L-24	N 82°31'50" W	46.27'
L-25	N 07°28'10" E	46.01'
L-26	S 82°31'50" E	43.86'
L-27	N 07°28'10" E	9.92'
L-28	N 81°12'33" W	186.74'
L-29	S 84°18'34" W	85.41'
L-30	N 07°28'10" E	20.54'
L-31	N 84°18'34" E	82.88'
L-32	S 84°00'26" E	224.23'

Line Table		
LINE	BEARING	LENGTH
L-33	S 07°28'10" W	50.13'
L-34	S 05°55'38" E	80.70'
L-35	S 07°25'41" W	386.62'
L-36	S 37°31'50" E	43.66'
L-37	S 07°28'10" W	187.84'
L-38	S 37°31'10" E	39.10'
L-39	S 82°30'30" E	166.43'
L-40	S 37°30'30" E	16.85'
L-41	S 07°29'30" W	114.83'
L-42	S 82°31'06" E	54.76'
L-43	S 37°30'30" E	26.58'
L-44	S 82°31'55" E	150.29'
L-45	S 37°31'50" E	14.44'
L-46	S 07°27'15" W	34.19'
L-47	N 07°28'10" E	13.07'



1 Chisholm Trail, Suite 130  
 Round Rock, Texas 78681 512.248.0065  
 TEXAS REGISTERED ENGINEERING FIRM F-1741  
 TBPLS 10194125



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PLAT NO. A-5251 DRAFT DATE 07-31-2020 DRAWN BY TAB  
 WORK ORDER NO. 1900729 FIELDBOOK/PG. 428/4 F/N # FN06  
 DIGITAL FILE 1900729R-WW ESMT TAB # A-5251 (2)

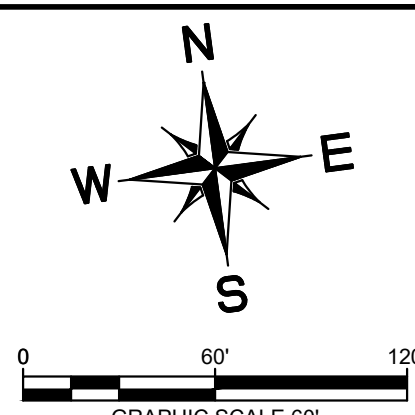
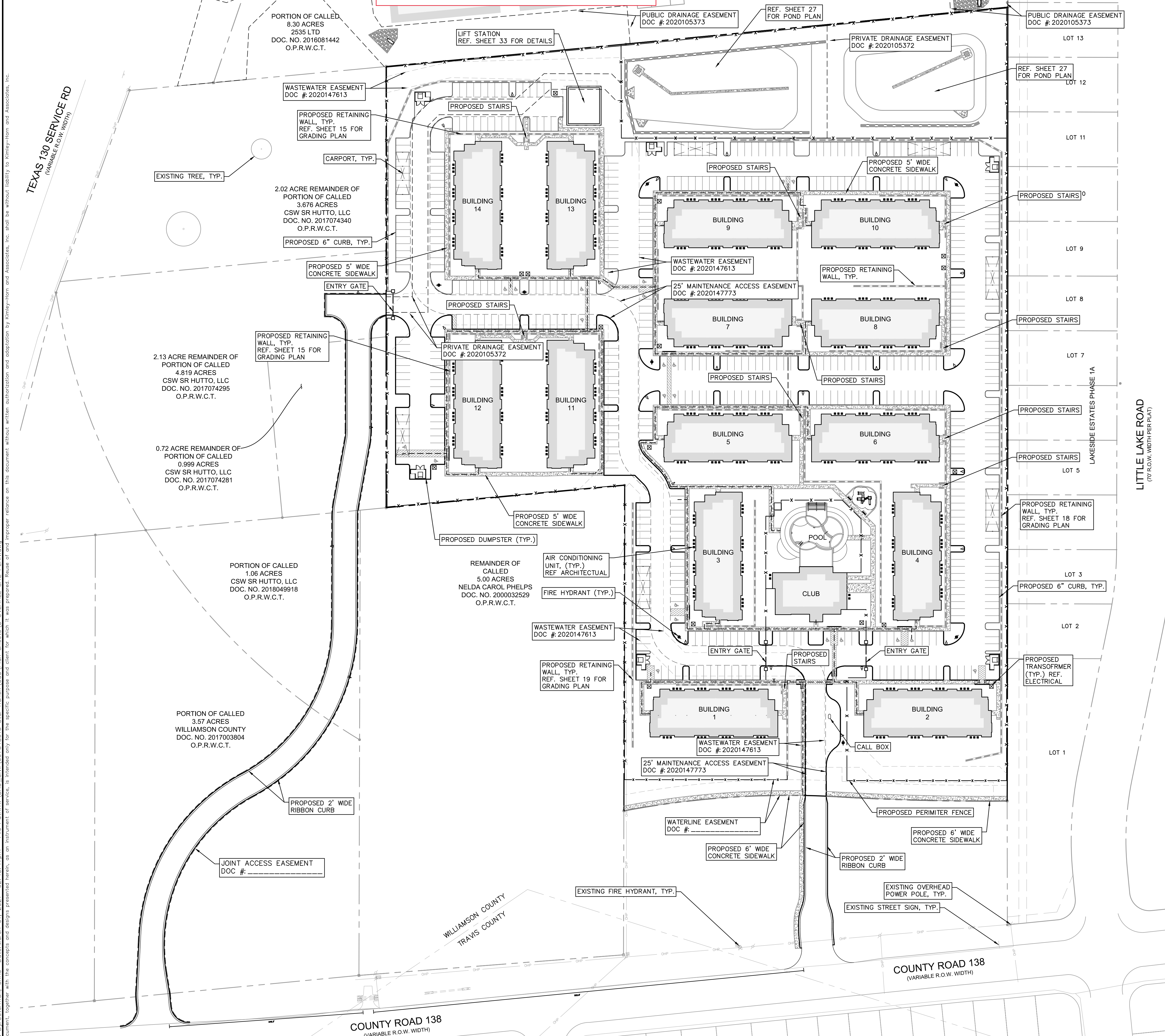
**EXHIBIT “B”**

Depiction of Perimeter Fencing

[See Attached]



**EXHIBIT "B"**  
**DEPICTION OF PERIMETER FENCE**



**LEGEND**

---	PROPERTY LINE
⊙	PROPOSED WASTEWATER MANHOLE
•	PROPOSED FIRE HYDRANT
x	PROPOSED PERIMETER FENCE
---	EXISTING OVERHEAD POWER LINE
⊕	EXISTING POWER POLE
⊕	EXISTING FIRE HYDRANT
⊕	EXISTING WATER METER
⊕	EXISTING WASTEWATER MANHOLE
---	PROPOSED RETAINING WALL
---	ADA ROUTE
---	WASTEWATER EASEMENT
○	EXISTING TREE TO REMAIN

- NOTES:**
1. ALL PARKING SPACES SHALL HAVE MINIMUM 7'-0" VERTICAL CLEARANCE.
  2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
  3. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE, SUCH SIGNS SHALL NOT BE OBTAINED BY A VEHICLE PARKED IN THE SPACE AND SHALL MEET THE CRITERIA SET FORTH IN UBC, 3108(c) AND ANSI A117.1-1986-4.6.2.
  4. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  5. GROUND SURFACES ALONG ACCESSIBLE ROUTES MUST BE STABLE, FIRM, AND SLIP RESISTANT.
  6. RETAINING WALLS OVER FOUR FEET IN HEIGHT MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL SHALL BE ENGINEERED AND REQUIRE A SEPARATE BUILDING PERMIT. [IBC CODE 105.2]
  7. SEE ARCHITECTURAL PLANS FOR CARPORT DESIGN.
  8. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50. [ANSI 403.3]
  9. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP. [ANSI 403.3]
  10. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN. [ANSI 405.2 - 405.6]

**SITE DATA TABLE**

GENERAL SITE DATA	
ZONING	N/A; ETJ
ADDRESS	SH 130 & CR 138, PFLUGERVILLE, TX, 78634
LEGAL DESCRIPTION	17.11 ACRES OF LAND OUT OF THE N.D. WALLING SURVEY, ABSTRACT NO. 675, AND N.D. WALLING SURVEY, ABSTRACT NO. 2722, AS DESCRIBED BY METES AND BOUNDS ON THE ATTACHED METES AND BOUNDS DESCRIPTION.
UNITS ALLOWED	N/A
UNITS PROPOSED	336
LAND STATUS	
LOT AREA	14.86 ACRES
PARKING DATA	
PARKING SPACES PROVIDED	548
ADA:	21
REGULAR:	527
COMPACT:	0

**IMPERVIOUS COVER TABLE**

ALLOWABLE IMPERVIOUS COVER	
TOTAL SITE AREA	15.09 ACRES
IMPERVIOUS COVER ALLOWED	9.05 ACRES
PROPOSED IMPERVIOUS COVER	
PROPOSED IMPERVIOUS COVER	61.77%
PROPOSED IMPERVIOUS COVER	9.32 ACRES

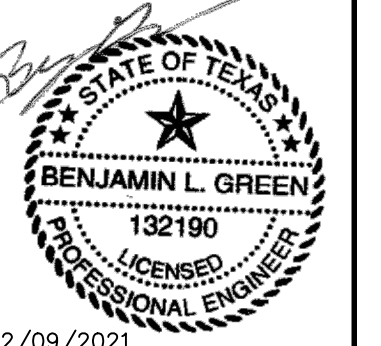


**BENCHMARKS**

1. BENCHMARK 1900729-101 SET CUT "X" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 150 FEET WEST OF THE DERBY DAY AVENUE INTERSECTION. ELEVATION=732.40' (NAVD88 GEIOD 12B)
2. BENCHMARK 1900729-102 SET CUT "X" ON THE TOP OF A CONCRETE FLUME ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 120 FEET WEST OF THE SECRETARIAT RIDGE LANE INTERSECTION. ELEVATION=749.09' (NAVD88 GEIOD 12B)

NO.	REVISIONS	DATE	BY

**Kimley»Horn**  
10814 JOLLYVILLE ROAD AVALLON IV SUITE 300 AUSTIN, TX 78759  
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TBP# Firm No. 928



KHA PROJECT	067548013
DATE	March 2021
SCALE:	AS SHOWN
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

**OVERALL SITE PLAN**

**STAR RANCH MULTIFAMILY**  
295 CR ROAD 138  
CITY OF PFLUGERVILLE  
WILLIAMSON COUNTY, TEXAS

Plotted By: Ostermann, Chris Date: March 01, 2021 02:43:47pm File Path: K:\SAU\_Civil\067548013 Star Ranch\_Cad\Plan\_Sheets\8 OVERALL SITE PLAN.dwg  
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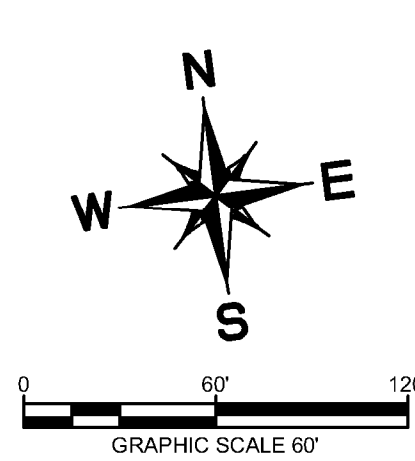
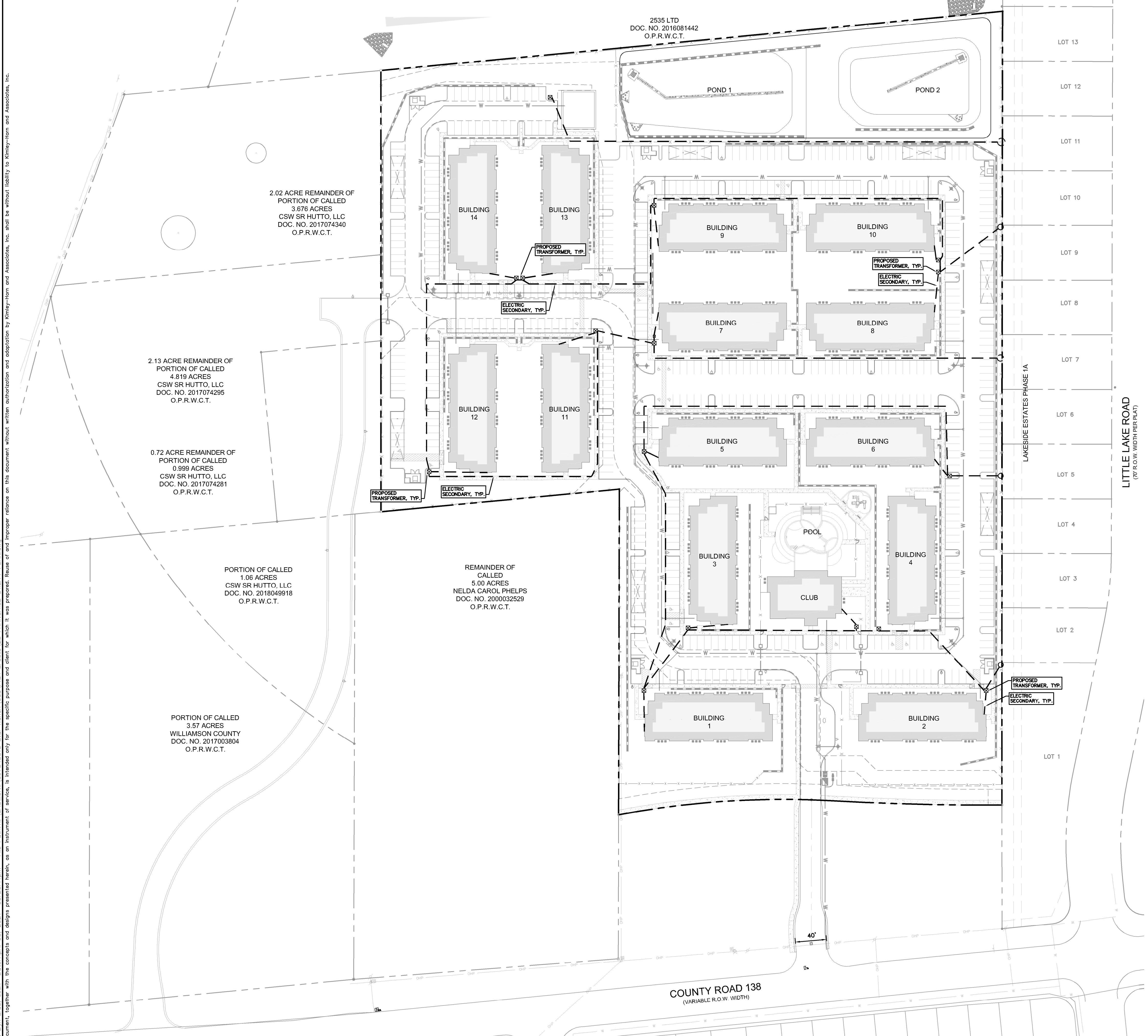
**EXHIBIT “C”**

DESCRIPTION OF ONCOR ELECTRIC DELIVERY DISTRIBUTION SYSTEM

[See Attached]



EXHIBIT "C"  
DESCRIPTION OF ONCOR ELECTRIC DELIVERY DISTRIBUTION SYSTEM

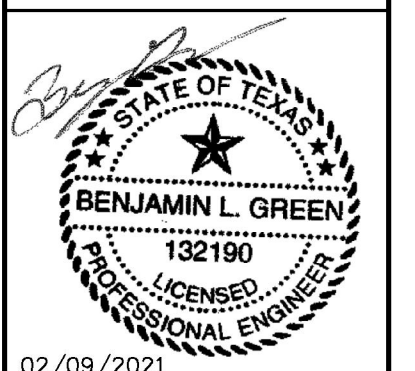


LEGEND

	PROPOSED FIRE HYDRANT
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED TRANSFORMER
	PROPOSED TRANSFORMER

NO.	REVISIONS	DATE	BY

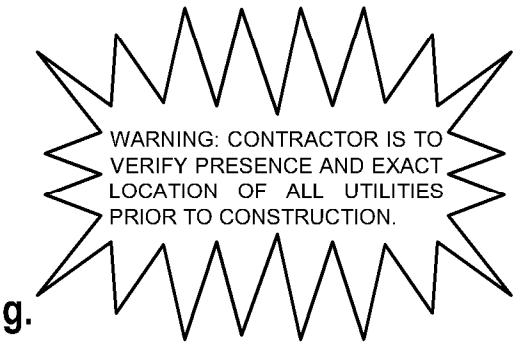
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KHA PROJECT	067548013
DATE	April, 2021
SCALE	AS SHOWN
DESIGNED BY	XXX
DRAWN BY	XXX
CHECKED BY	XXX

FRANCHISE UTILITY PLAN

STAR RANCH MULTIFAMILY  
295 CR ROAD 138  
CITY OF PFLUGERVILLE  
WILLIAMSON COUNTY, TEXAS



FLOW TEST RESULTS

STATIC - XX PSI
RESIDUAL - XX PSI
FLOW - XX PSI, XXXX GPM

BENCHMARKS

1. BENCHMARK 1900729-101 SET CUT "X" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 150 FEET WEST OF THE DERBY DAY AVENUE INTERSECTION. ELEVATION=752.40' (NAVD88 GEIOD 12B)
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Plotted by: Pardo, Josh Date: April 05, 2021 06:20:11pm File Path: \\K:\ASAU-Civil\067548013 Star Ranch\Card\Plots\Sheet\05 FRANCHISE UTILITY PLAN.dwg  
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