

R-O-W LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "**Agreement**") is made the date set forth below by and between the CITY OF PFLUGERVILLE, TEXAS, a home-rule city located in Travis County, Texas (the "**CITY**"), and PENLEY PARK HOMEOWNERS ASSOCIATION a Texas non-profit corporation (the "**Association**").

RECITALS:

WHEREAS; The Reserve at Penley Park Phase 1 is a subdivision development located within the corporate limits of the City consisting of commercial lots and associated improvements; and

WHEREAS; the "PENLEY PARK HOMEOWNERS ASSOCIATION" was created to administer the affairs of The Reserve at Penley Park pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of The Reserve at Penley Park (the "Restrictions") recorded under Document No. 2014143108 of the Official Public Records of Travis County, Texas, September 23rd, 2014 as amended, and has the authority to levy assessments against the lots within The Reserve at Penley Park to provide a permanent source of funding for the ASSOCIATION to pay for mowing and maintenance of landscaping within the public rights-of-way and public parkland; and

WHEREAS; In accordance with the Restrictions the ASSOCIATION is authorized to maintain and irrigate all landscaping within the public rights-of-way and improvements within public parklands per the plans within The Reserve at Penley Park and is further authorized to maintain other property within The Reserve at Penley Park; including maintenance of landscaping within the public-rights-of-way; and

WHEREAS; since the date of recordation of the Restrictions public rights-of-way for streets have been dedicated to the CITY, in trust for the public within those portions of The Reserve at Penley Park Phase 1 that are included within a subdivision plat document #201400214 that have been approved by the City of Pflugerville in accordance with Texas Local Government Code Section 212.005, as more particularly described on Exhibit A attached hereto; and

WHEREAS; the Association acknowledges and agrees that the CITY has exclusive jurisdiction and control of the Public Rights-of-Way; and

WHEREAS; the ASSOCIATION has requested that the CITY grant it a license to install and maintain landscaping vegetation within portions of the Public Rights-of-Way for the beautification of The Reserve at Penley Park; and

WHEREAS; the Association acknowledges and agrees that no landscaping may be placed within any portion of the Public Rights-of-Way and Public Parkland that would cause a hazard, or potential hazard to public health and safety, as determined in the sole discretion of the CITY.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public and the residents and members of the ASSOCIATION; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the ASSOCIATION agree as follows:

1. RECITALS ADOPTED

1.2 The recitals set out above in this instrument are hereby adopted in whole as each were set out herein.

2. RIGHTS-OF-WAY AND PUBLIC PARKLAND (public R-O-W)

2.1. License granted subject to CITY approval. Subject to the review and approval requirements set out in Section 2.2, immediately below, the CITY grants the ASSOCIATION the specific license, permission, authorization and right, at the sole cost and expense of the ASSOCIATION, to construct, install, place, operate, maintain, repair, upgrade, replace and remove trees, shrubs, plants, grasses, ground cover and other landscaping, and water pipes, lines, sprinklers and other irrigation equipment, and to mow the grass and maintain the landscaping, including the right to trim and prune trees, install and maintain monuments, plants and ground cover, that may from time to time be located on or within the rights-of-way of all streets and public parklands located within The Reserve at Penley Park that have been dedicated as public streets and public parklands as of the date of this Agreement as set forth on Exhibit A attached hereto. This license specifically includes the installation of signage and/or structures within the public R-O-W.

2.2 Review and approval. The ASSOCIATION is not authorized to, and shall not, install any landscaping, or otherwise enter any public rights-of-way, within The Reserve at Penley Park, for any purpose under this License, without submitting all plans for landscaping or other improvements to the CITY and obtaining approval of said plans. The plans shall be submitted to the CITY in such form as required by the CITY to assure that the proposed Landscaping will not pose a threat to either public safety, including but not limited to impairment of sight lines, or public infrastructure, including but not limited to water, sewer or utility lines.

2.3 Construction and Operation. The ASSOCIATION shall be solely responsible for constructing or installing, or causing to be constructed and installed, such landscaping and/or irrigation equipment as it may determine within such public street rights-of-way, and shall be

solely responsible for the operation, maintenance, repair, removal and/or replacement of the landscaping and irrigation equipment that it may elect to construct and install within the public street rights-of-way from time to time.

2.4 Maintenance. The ASSOCIATION shall be solely responsible for the maintenance of the irrigation systems to prevent damage to public streets and infrastructure. If damages to the public infrastructure occur as a result of poorly constructed and maintained irrigation systems, the ASSOCIATION shall make payment to the City for full reimbursement of all costs the City incurs repairing such damages to the public infrastructure. Between the dates December 1st and February 28th of the following year, the ASSOCIATION shall turn off the irrigation systems timers and shall only operate the irrigation system manually. In order to prevent ice on the streets, the ASSOCIATION shall not operate the irrigation systems whenever a freeze warning is forecasted by the national weather service, until such time as the freeze warning is lifted. When maintenance occurs by the ASSOCIATION or its contractors, traffic control measures shall be utilized in conformance with the Texas Manual on Uniform Traffic Control Devices.

3. CITY RIGHTS WITH RESPECT TO THE PUBLIC STREETS RIGHTS-OF-WAY AND PUBLIC PARKLAND

3.1 This Agreement is expressly subject and subordinate to the present and future right of the CITY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property.

3.2 The CITY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the CITY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the CITY, its agents, contractors, officers or employees.

3.3 Nothing in this Agreement shall be construed to limit in any way the power of the CITY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the CITY or its successors. The City shall endeavor to provide the ASSOCIATION with notice of proposed improvements but shall be under no obligation to do so prior to commencement of work on such improvements.

3.4 NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE ABSOLUTE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY. THE ASSOCIATION SHALL REIMBURSE ALL COSTS INCURRED BY THE

CITY IN THE CITY'S ENFORCEMENT OF THIS SECTION. SHOULD THE CITY INVOKE THE REMEDIES PROVIDED IN THIS SECTION THE CITY MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON A DETERMINATION, IN THE CITY'S SOLE DISCRETION, THAT THE IMPROVEMENTS OR A PORTION OF THEM CONSTITUTE A DANGER TO THE PUBLIC WHICH CANNOT TO BE REMEDIABLE BY ALTERATION OR MAINTENANCE THEREOF.

4. INSURANCE

4.1 Prior to the commencement of any work under this Agreement, the ASSOCIATION shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's City Manager, which shall be clearly labeled with the legal name of the The Reserve at Penley Park Phase 1 right-of-ways and public parkland project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's City Manager. No officer or employee, other than the CITY's City Manager, shall have authority to waive this requirement.

4.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the CITY allow modification whereupon CITY may incur increased risk.

4.3 A licensee's financial integrity is of interest to the CITY; therefore, subject to ASSOCIATION's right to maintain reasonable deductibles in such amounts as are approved by the CITY, ASSOCIATION shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at ASSOCIATION's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *g. Broad form property damage, to include fire legal liability 	<p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</p>

* May be waived by City Manger if not applicable to activities performed by Licensee

4.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The LICENSEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. The LICENSEE shall pay any costs incurred resulting from said changes.

City of Pflugerville
 Attn. City Manager
 P.O. Box 589
 Pflugerville, TX 78691

4.5 LICENSEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the CITY.

- Provide thirty (30) calendar days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

4.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend LICENSEE's authorization under this agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 Nothing herein contained shall be construed as limiting in any way the extent to which LICENSEE may be held responsible for payments of damages to persons or property resulting from LICENSEE's or its subcontractors' performance of the work covered under this Agreement.

4.8 It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

4.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

5. INDEMNIFICATION

5.1 ASSOCIATION COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO ASSOCIATION'S ACTIVITIES UNDER THIS LICENSE AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF ASSOCIATION, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBASSOCIATION OF ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS LICENSE AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER

PERSON OR ENTITY. ASSOCIATION SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR ASSOCIATION KNOWN TO ASSOCIATION RELATED TO OR ARISING OUT OF ASSOCIATION'S ACTIVITIES UNDER THE LICENSE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT ASSOCIATION'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING ASSOCIATION OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

5.2 IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY ASSOCIATION TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. ASSOCIATION FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

6. TERMINATION

6.1 Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION no sooner than 15 years after the effective date of this agreement by delivering written notice of termination to the CITY not later than 365 days before the effective date of termination.

6.2 Termination by the CITY. This Agreement may be revoked at any time by the CITY, if such revocation is reasonably required by the public interest, after providing at least 30 days prior written notice to the ASSOCIATION. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to the following:

- (a) The Improvements or a portion of them interfere with the CITY's use of the Licensed Property.
- (b) Use of the Licensed Property becomes necessary for a public purpose, (the city may remove landscaping installed by the Association without terminating this Agreement pursuant to Section 3.4 herein.)
- (c) Despite 30 days written notice, the ASSOCIATION fails to maintain or make necessary alterations to prevent deterioration of the aesthetic integrity of the landscaping; or

- (d) The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

6.3 In the event that this Agreement is terminated by either Party at the election of the City, the Improvements shall either (i) be removed by the ASSOCIATION and the rights-of-way and the rights-of-ways be restored to a condition equivalent to a condition typical for rights-of-way within the City of Pflugerville within 60 days of notification by the CITY to do so; or (ii) the CITY shall assume all rights, title and ownership to the Improvements. In the event that the CITY elects to require the removal of the Improvements and the restoration of the rights-of-way in accordance with this Section; and the ASSOCIATION fails to timely do so, the CITY may take such actions necessary to remove the Improvements and restore the rights-of-way and charge the ASSOCIATION with the costs for such removal and restoration.

7. ASSIGNMENT

7.1 The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the CITY, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the CITY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Laws Observance. LICENSEE shall not do, nor suffer to be done, anything on the LICENSED PREMISES, during the term of this LICENSE, in violation of the laws of the United States, the State of Texas, or any of the ordinances of CITY.

8.2 Attorney's fees. If either Party is required to file suit to collect any amount owed under this LICENSE for the use of the LICENSED PREMISES, the prevailing party shall be entitled to seek reasonable attorney's fees.

8.3 No Waiver. No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

8.4 Severability. In case any one or more of the provisions contained in this LICENSE shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this LICENSE shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.5 Notice. Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City, City of Pflugerville;

Attn. City Manager, P.O. Box 589, Pflugerville, TX 78691

8.6 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this LICENSE

8.7 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Travis County, Texas. This LICENSE is made and is to be performed in Travis County, Texas, and is governed by the laws of the State of Texas.

8.8 Authorized Agent. The signer of this LICENSE for LICENSEE hereby represents that he or she has full authority to execute this LICENSE on behalf of LICENSEE.

8.9 Entire Agreement. This LICENSE and addendum contain the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this LICENSE, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

Signature page to follow

EXECUTED effective as of this ____ day of _____, 2014.

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

By: _____
Brandon E. Wade, City Manager

LICENSEE:

Penley Park Homeowners Association

By: _____
Name: Frank Severino
Title: _President_____

Address: _____
City: _____
St/Zip: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2014, by _____ as _____ of THE CITY OF PFLUGERVILLE, TEXAS, a home rule city, on behalf of said city.

Notary Public, State of Texas

STATE OF NEW JERSEY §
 §
COUNTY OF OCEAN §

This instrument was acknowledged before me on this ____ day of _____, 2014, by _____ as President of Penley Park Homeowners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of New Jersey

AFTER RECORDING, PLEASE RETURN TO: City of Pflugerville
 Attn. City Manager
 P.O. Box 589
 Pflugerville, TX 78691

EXHIBIT A

Licensed Areas

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	330.60'	419.79'	45°07'21"	N20°00'56"E	322.12'
C2	23.56'	15.00'	90°00'00"	N35°58'31"W	21.21'
C3	6.59'	1365.00'	0°16'36"	N81°06'49"W	6.59'
C4	91.34'	1365.00'	3°50'02"	N83°10'08"W	91.32'
C5	89.56'	1365.00'	3°45'34"	N86°57'56"W	89.55'
C6	90.40'	1365.00'	3°47'40"	S89°15'27"W	90.38'
C7	20.50'	1365.00'	0°51'38"	S86°55'48"W	20.50'
C8	45.16'	325.00'	7°57'41"	S89°31'11"E	45.12'
C9	13.62'	15.00'	52°01'12"	S68°27'03"W	13.16'
C10	66.77'	50.00'	76°30'56"	N80°41'55"E	61.92'
C11	43.90'	50.00'	50°18'05"	S35°53'35"E	42.50'
C12	46.68'	50.00'	53°29'15"	S16°00'04"W	45.00'
C13	52.29'	50.00'	59°54'57"	S72°42'10"W	49.94'
C14	38.24'	50.00'	43°49'13"	N55°25'45"W	37.32'
C15	13.62'	15.00'	52°01'12"	S59°31'45"E	13.16'
C16	17.54'	275.00'	3°39'18"	S87°22'00"E	17.54'
C17	20.67'	275.00'	4°18'23"	N88°39'10"E	20.66'
C18	49.34'	1415.00'	1°59'53"	S87°29'55"W	49.34'
C19	70.08'	1415.00'	2°50'16"	S89°54'59"W	70.07'
C20	70.01'	1415.00'	2°50'05"	N87°14'51"W	70.00'
C21	80.35'	1415.00'	3°15'12"	N84°12'12"W	80.34'
C22	23.35'	15.00'	89°12'31"	N53°37'44"E	21.07'
C23	47.73'	275.00'	9°56'43"	N04°03'07"E	47.67'
C24	8.53'	275.00'	1°46'38"	N01°48'34"W	8.53'
C25	23.56'	15.00'	90°00'00"	N47°41'53"W	21.21'
C26	34.95'	325.00'	6°09'41"	S89°37'02"E	34.93'
C27	5.61'	325.00'	0°59'21"	S86°02'31"E	5.61'
C28	12.09'	15.00'	46°11'13"	S71°21'33"W	11.77'
C29	49.65'	50.00'	56°53'31"	N76°42'41"E	47.63'
C30	41.15'	50.00'	47°08'57"	S51°16'05"E	39.99'
C31	46.64'	50.00'	53°27'01"	S00°58'06"E	44.97'
C32	46.68'	50.00'	53°29'15"	S52°30'02"W	45.00'
C33	63.38'	50.00'	72°37'46"	N64°26'28"W	59.22'
C34	15.03'	15.00'	57°25'16"	S56°50'13"E	14.41'
C35	34.32'	275.00'	7°09'02"	S89°07'22"E	34.30'
C36	23.56'	15.00'	90°00'00"	N42°18'07"E	21.21'
C37	23.56'	15.00'	90°00'00"	N47°41'53"W	21.21'
C38	3.33'	256.25'	0°44'37"	S86°56'16"W	3.33'
C39	70.93'	269.44'	15°05'04"	S79°03'45"W	70.73'
C40	136.45'	269.74'	28°59'01"	S57°04'11"W	135.00'
C41	54.07'	419.79'	7°22'48"	S38°53'12"W	54.03'
C42	37.85'	419.79'	5°09'58"	S32°36'49"W	37.84'
C43	157.67'	419.79'	21°31'10"	S19°16'15"W	156.74'
C44	81.01'	419.79'	11°03'25"	S02°58'57"W	80.89'
C45	33.76'	50.00'	38°41'16"	N12°55'14"W	33.12'
C46	187.96'	50.00'	215°23'08"	S40°02'34"W	95.27'
C47	43.64'	15.00'	166°40'29"	N15°41'14"E	29.80'
C48	221.72'	50.00'	254°04'24"	S59°23'12"W	79.83'
C49	269.78'	1415.00'	10°55'25"	N88°02'19"W	269.37'
C50	298.39'	1365.00'	12°31'30"	N87°14'16"W	297.80'
C51	23.56'	15.00'	90°00'00"	S35°58'31"E	21.21'
C52	33.25'	325.00'	5°51'41"	N06°05'38"E	33.23'
C53	33.25'	325.00'	5°51'41"	N00°13'58"E	33.23'
C54	23.56'	15.00'	90°00'00"	S42°18'07"W	21.21'
C55	3.43'	270.00'	0°43'40"	S87°39'57"W	3.43'
C56	189.90'	330.00'	32°58'13"	N76°12'46"W	187.29'
C57	151.94'	270.00'	32°14'33"	N75°50'56"W	149.94'
C58	257.53'	330.00'	44°42'51"	S64°56'42"W	251.05'
C59	23.56'	15.00'	90°00'00"	N87°35'17"E	21.21'
C60	210.50'	270.00'	44°40'06"	S25°04'40"E	205.20'
C61	74.31'	330.00'	12°54'06"	S40°57'40"E	74.15'
C62	23.56'	15.00'	90°00'00"	N02°24'43"W	21.21'
C63	247.87'	50.00'	284°02'25"	S04°27'39"W	61.54'
C64	247.49'	50.00'	283°36'29"	S10°04'10"W	61.84'
C65	156.90'	479.79'	18°44'11"	S33°12'31"E	156.20'

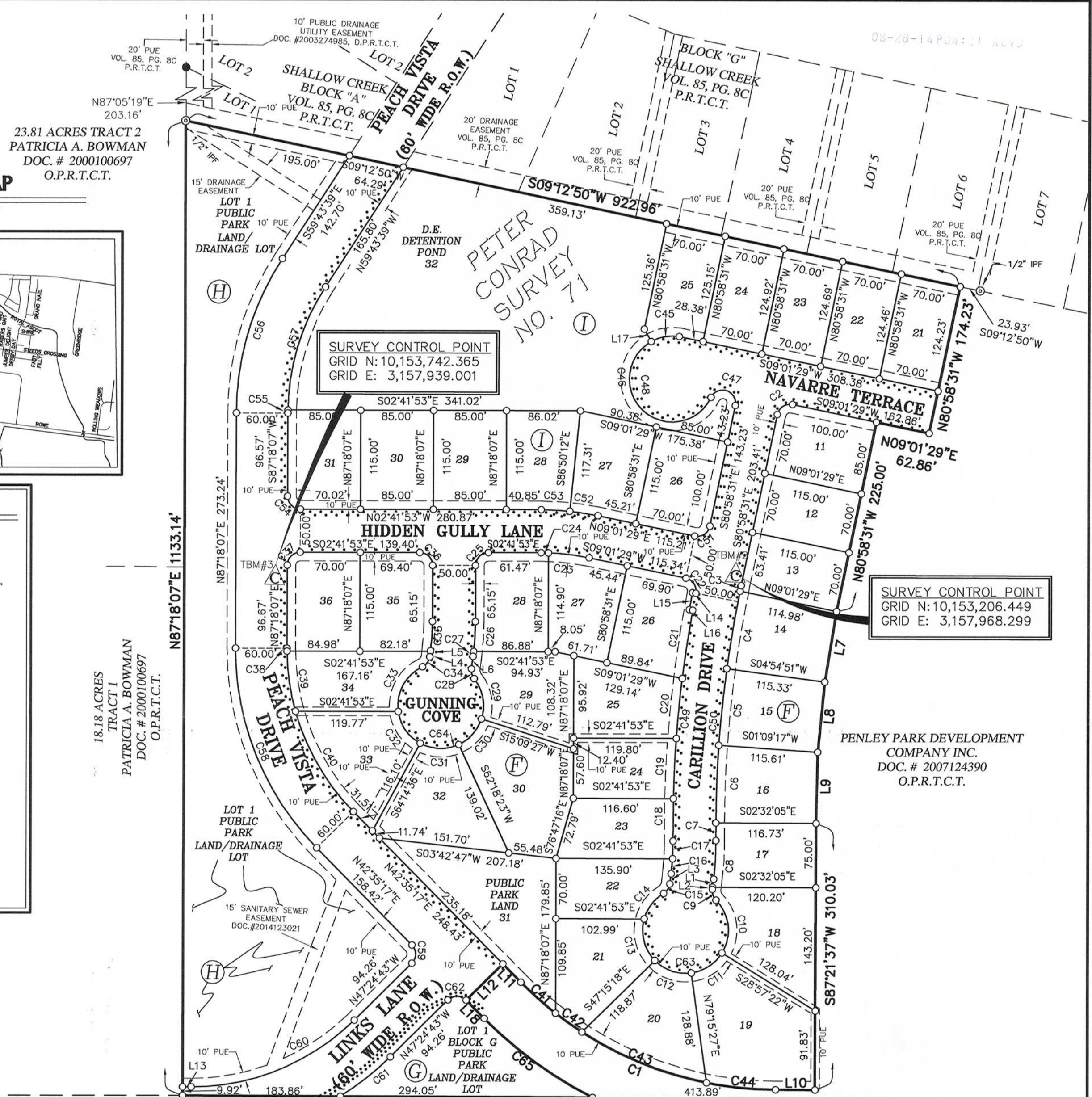
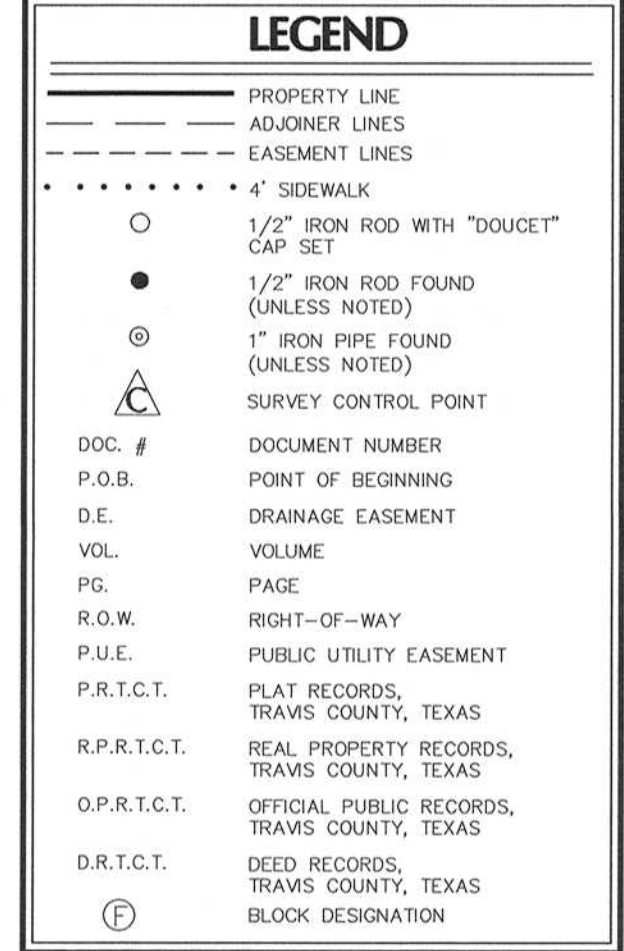
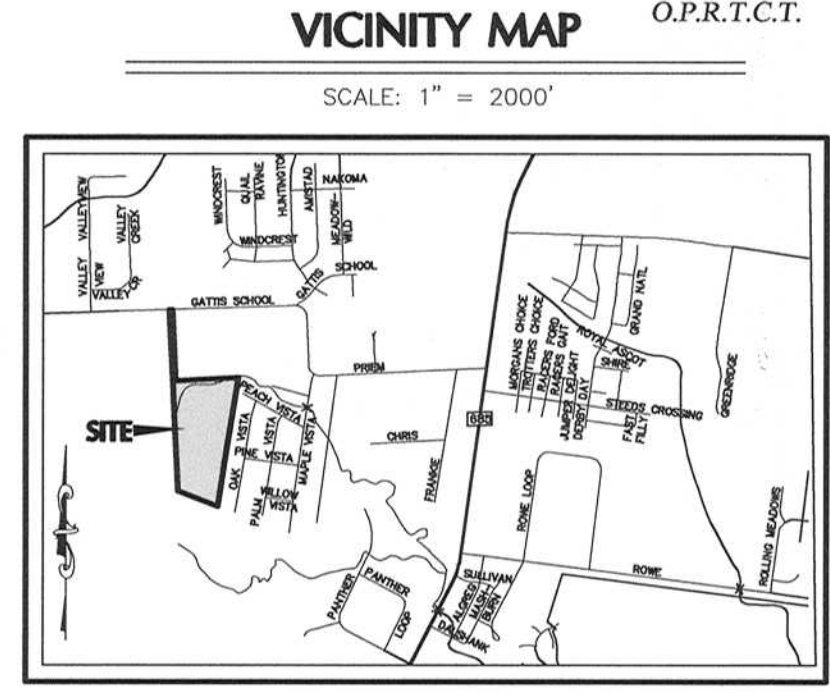
ROADWAY TABLE			
STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
LINKS LANE	60' R.O.W.	±264'	0.3424
PEACH VISTA DRIVE	60' R.O.W.	±1083'	1.4913
HIDDEN GULLY LANE	50' R.O.W.	±542'	0.5640
GUNNING COVE	50' R.O.W.	±204'	0.3341
CARILLION DRIVE	50' R.O.W.	±652'	0.8496
NAVARRE TERRACE	50' R.O.W.	±331'	0.4872

LOT TABLE, BLOCK F		
LOT #	SQUARE FOOTAGE	ACREAGE
11	9,726	0.2233
12	9,200	0.2112
13	8,050	0.1848
14	10,081	0.2314
15	9,941	0.2282
16	10,105	0.2320
17	8,804	0.2021
18	11,894	0.2730
19	17,244	0.3959
20	11,745	0.2696
21	10,836	0.2488
22	8,681	0.1993
23	8,843	0.2030
24	8,253	0.1895
25	10,218	0.2346
26	9,823	0.2255
27	9,353	0.2147
28	9,750	0.2238
29	10,567	0.2426
30	14,403	0.3307
31	18,955	0.4352
32	12,004	0.2756
33	11,803	0.2710
34	9,809	0.2252
35	9,631	0.2211
36	9,726	0.2233

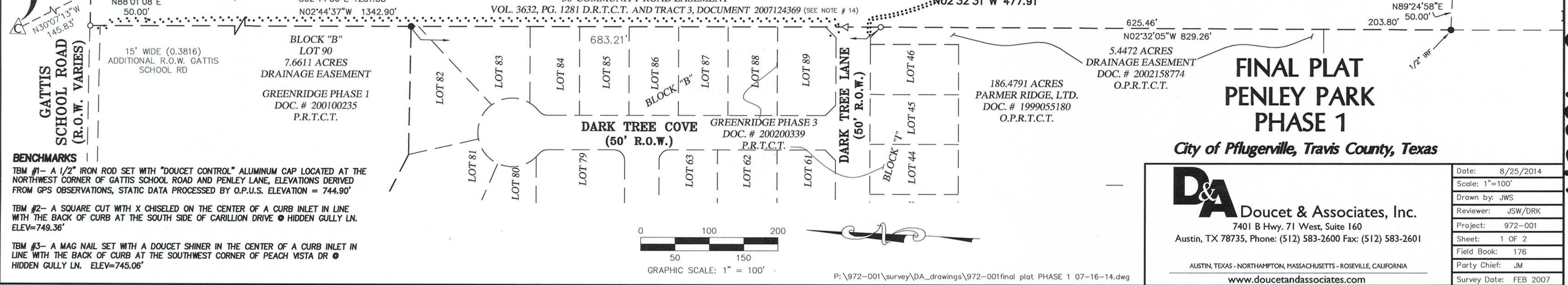
LOT TABLE, BLOCK H		
LOT #	SQUARE FOOTAGE	ACREAGE
1	128,680	2.9541

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N85°32'21"W	9.51'
L2	N85°32'21"W	2.41'
L3	S85°32'21"E	11.92'
L4	S85°32'51"E	6.20'
L5	S85°32'51"E	0.62'
L6	S85°32'51"E	14.70'
L7	N83°25'10"W	83.06'
L8	N87°09'47"W	81.97'
L9	S88°28'53"W	82.91'
L10	N02°32'05"W	45.94'
L11	N42°35'17"E	30.00'
L12	N47°24'43"W	60.00'
L13	N02°44'37"W	10.12'
L14	N07°11'28"E	4.00'
L15	N82°10'18"W	20.00'
L16	S07°11'28"W	4.00'
L17	S57°44'08"W	16.51'
L18	S42°35'17"W	30.01'

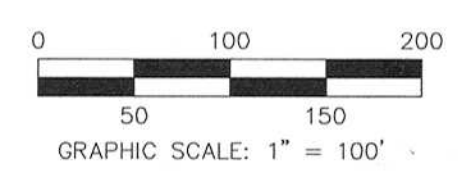
LOT TABLE, BLOCK G		
LOT #	SQUARE FOOTAGE	ACREAGE
1	16,261	0.3733



LOT TABLE, BLOCK G		
LOT #	SQUARE FOOTAGE	ACREAGE
1	16,261	0.3733



BENCHMARKS
 TBM #1 - A 1/2" IRON ROD SET WITH "DOUCET CONTROL" ALUMINUM CAP LOCATED AT THE NORTHWEST CORNER OF GATTIS SCHOOL ROAD AND PENLEY LANE, ELEVATIONS DERIVED FROM GPS OBSERVATIONS, STATIC DATA PROCESSED BY O.P.U.S. ELEVATION = 744.90'
 TBM #2 - A SQUARE CUT WITH X CHISELED ON THE CENTER OF A CURB INLET IN LINE WITH THE BACK OF CURB AT THE SOUTH SIDE OF CARILLION DRIVE @ HIDDEN GULLY LN. ELEV=749.36'
 TBM #3 - A MAG NAIL SET WITH A DOUCET SHINER IN THE CENTER OF A CURB INLET IN LINE WITH THE BACK OF CURB AT THE SOUTHWEST CORNER OF PEACH VISTA DR @ HIDDEN GULLY LN. ELEV=745.06'



**FINAL PLAT
PENLEY PARK
PHASE 1**
 City of Pflugerville, Travis County, Texas

D&A Doucet & Associates, Inc.
 7401 B Hwy. 71 West, Suite 160
 Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601
 AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSELIFE, CALIFORNIA
 www.doucetandassociates.com

Date: 8/25/2014
 Scale: 1"=100'
 Drawn by: JWS
 Reviewed by: JSW/DRK
 Project: 972-001
 Sheet: 1 OF 2
 Field Book: 176
 Party Chief: JM
 Survey Date: FEB 2007

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT PENLEY PARK DEVELOPMENT COMPANY, INC., A TEXAS CORPORATION, BEING THE OWNER OF 46.3376 ACRES OF LAND OUT OF THE PETER CONRAD SURVEY NO. 71 SITUATED IN TRAVIS COUNTY, TEXAS, TOGETHER WITH THAT CERTAIN APPURTENANT EASEMENT TRACT, ALL OF WHICH WAS CONVEYED BY DEED OF RECORD TO DECLARANT IN DOCUMENT #2007124369, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DO HEREBY SUBDIVIDE 18.3984 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS PENLEY PARK PHASE 1 AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

PENLEY PARK DEVELOPMENT COMPANY, INC.

BY: Frank Severino
FRANK SEVERINO, PRESIDENT
6 DEANNAS WAY
TINTON FALLS, NJ 07724

STATE OF New Jersey)
COUNTY OF Monmouth)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANK SEVERINO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 26th DAY OF August 2014 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF NEW JERSEY

NOTARY SIGNATURE AND DATE
Christopher M. Soto
CHRISTOPHER M. SOTO
Notary Public
State of New Jersey
My Commission Expires Mar 8, 2015

CITY CERTIFICATION

APPROVED THIS 15th DAY OF September, 2014 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

R. B. O'Connell
CHAIRMAN

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

Patricia A. Bowman
PLANNING DIRECTOR

ATTEST:

Karen Thompson
OFFY SECRETARY



THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19 DAY OF September 2014 A.D. AND DULY RECORDED ON THE 19 DAY OF September 2014 A.D. AT 2:12 O'CLOCK P. M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER 201408214 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 19 DAY OF September 2014 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

BY: A. Rodriguez
DEPUTY
A. RODRIGUEZ



ENGINEER'S FLOOD PLAIN CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48453C0280J, DATE AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS.

Davood Salek 08-25-14
DATE

DAVOOD SALEK, P.E.
DOUCET AND ASSOCIATES, INC.
7401 B, HWY 71 WEST
SUITE 160
AUSTIN, TEXAS 78735
(512) 583-2600
TBE FIRM# 3937



SURVEYOR'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS:
KNOW ALL MEN BY THESE PRESENTS:

THAT I, SYDNEY SMITH XINOS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON MARKING THE BOUNDARY OF THE PROPOSED SUBDIVISION, BUT NOT INTERIOR LOT LINES, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

Sydney Smith Xinosa 8/25/14
DATE

SYDNEY SMITH XINOS, R.P.L.S.
TEXAS REGISTRATION NO. 5361
DOUCET & ASSOCIATES, INC.
7401-B HWY. 71 W., STE. 160
AUSTIN, TX 78735
STATE OF TEXAS SURVEYING FIRM CERTIFICATION# 10105800



PLAT NOTES:

- THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE FULL PURPOSE JURISDICTION.
- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
- ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
- A 10-FOOT PUE SHALL BE DEDICATED ALONG THE STREET FRONTAGE OF LOTS AS SHOWN ON THE PLAT.
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION.
- A MINIMUM OF A 4-FT. WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF ALL STREET WITHIN THIS SUBDIVISION, EXCEPT FOR ALONG THE STREET FRONTAGE OF LOT 1, BLOCK H. IN ADDITION, A MINIMUM OF A 4-FT. WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON THE WEST SIDE OF THE OFFSITE PORTION OF LINKS LANE FROM THIS SUBDIVISION NORTHERLY TO GATTIS SCHOOL ROAD.
- WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY AND WASTEWATER SHALL BE PROVIDED BY WINDEMERE UTILITY COMPANY.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- DECLARANT DEDICATES ALL ITS RIGHT, TITLE AND INTEREST IN THE COMMUNITY ROAD EASEMENT TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 3632, PAGE 1287, DEED RECORDS OF TRAVIS COUNTY, TEXAS AND AS TRACT 3 IN THE DEED TO DECLARANT RECORDED IN DOCUMENT #2007124369, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS FOR USE AS A PRIVATE OR PUBLIC STREET FOR THE BENEFIT OF THE SUBDIVISION LOT OWNERS. THE PENLEY PARK SUBDIVISION HOMEOWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS SHALL MAINTAIN THE COMMUNITY ROAD EASEMENT TRACT UNLESS AND UNTIL THE CITY OF PFLUGERVILLE EXPRESSLY ACCEPTS THE LINKS LANE STREET BUILT IN THE COMMUNITY ROAD EASEMENT TRACT FOR MAINTENANCE.
- DECLARANT, PENLEY PARK HOMEOWNERS ASSOCIATION OR ITS SUCCESSORS AND ASSIGNS, MAY ENTER INTO A LICENSE AGREEMENT WITH THE CITY OF PFLUGERVILLE TO MAINTAIN THE DEDICATED PARK LAND.
- DECLARANT, PENLEY PARK HOMEOWNERS ASSOCIATION OR ITS SUCCESSORS AND ASSIGNS SHALL MAINTAIN THE DETENTION POND (LOT 32, BLOCK I) WITHIN THE SUBDIVISION.
- LOT 1, BLOCK H, LOT 31, BLOCK F AND LOT 1, BLOCK G ARE PUBLIC PARKLAND LOTS TO BE DEDICATED TO THE CITY OF PFLUGERVILLE THROUGH A SEPARATE GENERAL WARRANTY DEED FOLLOWING THE SUBJECT FINAL PLAT RECORDATION.

ACREAGE
18.3984 ACRES

NUMBER OF BLOCKS
4

NUMBER OF LOTS
40

LINEAR FEET OF NEW STREETS
3,076 LF

PARKLAND TABLE

	LOTS	ACRES
RESIDENTIAL:	36	8.2919
NON-RESIDENTIAL:	0	00.000
PRIVATE OPEN SPACE:	0	00.000
DETENTION:	1	2.2661
RESIDENTIAL INCLUDED IN THIS PHASE:	36	8.2919
PREVIOUS RESIDENTIAL PHASES:	0	00.000
TOTAL RESIDENTIAL:	36	8.2919
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	3	3.7719
LOT 1, BLOCK H		
LOT 31, BLOCK F		
LOT 1, BLOCK G		
TOTAL PARKLAND REQUIRED:	N/A	0.720
TOTAL PARKLAND DEDICATED TO DATE:	3	3.7719

ENGINEER

DOUCET & ASSOCIATES, INC.
7401 B. HIGHWAY 71 WEST
SUITE 160
AUSTIN, TEXAS 78735

SURVEYOR

DOUCET & ASSOCIATES, INC.
7401 B. HIGHWAY 71 WEST
SUITE 160
AUSTIN, TEXAS 78735

OWNER/SUBDIVIDER

FRANK SEVERINO
PENLEY PARK DEVELOPMENT CO., INC.
6 DEANNAS WAY
TINTON FALLS, NJ 07724

SETBACKS:

FRONT YARD: 25'
SIDE LOT LINE: 5'
CORNER SIDE YARD: 15'
REAR YARD: 20'
ALL SETBACKS ARE PER THE DEVELOPMENT AGREEMENT, DOCUMENT NO. 2007158442 SECTION 2.02, DEED AND PLAT RECORDS, TRAVIS COUNTY, TEXAS

BEARING BASIS:

ALL BEARINGS ARE BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011422414.

LAND USE:

RESIDENTIAL
TOTAL AREA = 18.3984 AC.
NUMBER OF LOTS = 40 LOTS

LEGAL DESCRIPTION:

DESCRIPTION OF A TRACT OF LAND CONTAINING 18.3984 ACRES BEING OUT OF THE PETER CONRAD SURVEY NUMBER 71, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT CONVEYED TO PENLEY PARK DEVELOPMENT COMPANY, INC. PER DOCUMENT NUMBER 2007124390 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 18.3984 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011422414):

BEGINNING AT A 1/2-INCH IRON PIPE FOUND IN THE SOUTH LINE OF A 23.81 ACRE TRACT CONVEYED TO PATRICIA A. BOWMAN IN DOCUMENT NUMBER 2000100697 (O.P.R.T.C.T.), SAME BEING THE NORTHWEST CORNER OF LOT 1, BLOCK "A" OF SHALLOW CREEK SUBDIVISION RECORDED IN VOLUME 85, PAGE 8C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK "A"; BEARS N87°05'19"E, A DISTANCE OF 203.16 FEET;

THENCE, LEAVING SAID SOUTH LINE OF THE 23.81 ACRE BOWMAN TRACT, WITH THE WEST LINE OF SAID SHALLOW CREEK SUBDIVISION, S09°12'50"W, A DISTANCE OF 922.96 FEET TO A CALCULATED POINT LYING N09°12'50"E, A DISTANCE OF 23.93 FEET FROM A 1/2" IRON PIPE FOUND FOR AT AN ANGLE POINT IN THE WEST LINE OF LOT 7, BLOCK "G" OF SAID SHALLOW CREEK SUBDIVISION;

THENCE, OVER AND ACROSS SAID PENLEY PARK DEVELOPMENT COMPANY, INC. TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- N80°58'31"W, A DISTANCE OF 174.23 FEET TO A CALCULATED POINT;
- N09°01'29"E, A DISTANCE OF 62.86 FEET TO A CALCULATED POINT;
- N80°58'31"W, A DISTANCE OF 225.00 FEET TO A CALCULATED POINT;
- N83°25'10"W, A DISTANCE OF 83.06 FEET TO A CALCULATED POINT;
- N87°09'47"W, A DISTANCE OF 81.97 FEET TO A CALCULATED POINT;
- S88°28'53"W, A DISTANCE OF 82.91 FEET TO A CALCULATED POINT;
- S87°21'37"W, A DISTANCE OF 310.03 FEET TO A CALCULATED POINT;
- N02°32'05"W, A DISTANCE OF 45.94 FEET TO A CALCULATED POINT AT THE BEGINNING OF A 419.79 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
- NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID 419.79 FOOT RADIUS CURVE A DISTANCE OF 330.60 FEET THROUGH A CENTRAL ANGLE OF 45°07'21", AND CHORD BEARING N20°00'56"E AND DISTANCE OF 322.12 FEET TO A CALCULATED POINT
- N42°35'17"E, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT;
- N47°24'43"W, A DISTANCE OF 60.00 FEET TO A CALCULATED POINT;
- S42°35'17"W, A DISTANCE OF 30.01 FEET TO A CALCULATED POINT AT THE BEGINNING OF A 479.79 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
- SOUTHWESTERLY ALONG THE ARC OF SAID 479.79 FOOT RADIUS CURVE A DISTANCE OF 156.90 FEET THROUGH A CENTRAL ANGLE OF 18°44'11", AND CHORD BEARING S33°12'31"E AND DISTANCE OF 156.20 FEET TO A CALCULATED POINT ON THE COMMON LINE OF SAID PENLEY PARK DEVELOPMENT COMPANY TRACT AND THE 50' COMMUNITY ROAD EASEMENT PER DEED RECORDED IN VOLUME 3632, PAGE 1281 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINE OF SAID PENLEY PARK DEVELOPMENT COMPANY, INC. TRACT AND SAID 50' COMMUNITY ROAD EASEMENT TRACT, N02°32'31"W, A DISTANCE OF 477.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET & ASSOC." CAP SET FOR THE NORTHWEST CORNER HEREOF, SAME BEING THE SOUTHWEST CORNER OF AN 18.18 ACRE TRACT CONVEYED TO PATRICIA A. BOWMAN IN DOCUMENT NUMBER 2000100697 (O.P.R.T.C.T.), AND BEING THE NORTHWEST CORNER OF SAID PENLEY PARK DEVELOPMENT COMPANY, INC. TRACT:

THENCE, IN PART WITH, THE SOUTH LINE OF SAID 18.18 ACRE BOWMAN TRACT, AND IN PART WITH THE SOUTH LINE OF SAID 23.81 ACRE BOWMAN TRACT N87°18'07"E, A DISTANCE OF 1,133.14 FEET TO THE POINT OF BEGINNING, AND CONTAINING 18.3984 ACRES OF LAND MORE OR LESS

FINAL PLAT
PENLEY PARK
PHASE 1

City of Pflugerville, Travis County, Texas

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA

www.doucetandassociates.com

Date:	8/25/2014
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Project:	972-001
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Party Chief:	JM
Survey Date:	FEB 2007

201408214