

**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**”), and Commons at Heatherwilde and Pecan LP , 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 0.565 acres out of the right-of-way within Old Austin-Pflugerville St. and S. Heatherwilde. Blvd., 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, maintain and remove **trees with landscape bedding, shrubs with landscape bedding, sod, sidewalk, and irrigation systems** of the size and in the method 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. Nevertheless, the City will take reasonable precautions not to remove, alter, damage or destroy Licensee’s Improvements.

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 may be terminated in the City’s sole discretion or modified upon the mutual written agreement of the parties. If terminated, Licensee must immediately remove any remaining 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**”). Licensee shall have no responsibility or obligation to install, establish, maintain, use, operate, and renew any Facilities unless damage thereto is caused by Licensee.

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. If this

Agreement is terminated for any reason, the City agrees to record a release of this Agreement and the Affidavit of License.

8. **Insurance.** Licensee at its expense shall maintain 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 (EXCLUDING PUNITIVE OR CONSEQUENTIAL DAMAGES), INCLUDING, BUT NOT LIMITED TO, REASONABLE 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, at their sole cost (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 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:

1. The Improvements, or a portion of them, interfere with the City's rights in the right-of-way;
2. Use of the right-of-way area becomes necessary for a public purpose;
3. 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. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to properly and timely maintaining the Improvements;
6. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
7. Licensee fails to properly and timely maintain the Improvements as set out herein; or
8. 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.** Venue for all lawsuits concerning this Agreement must be in the State District courts of Pflugerville, Travis County, Texas.

**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, conditioned or delayed, 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:**

**The Commons at Heatherwilde and Pecan, LP  
3100 McKinnon St., Suite 250  
Dallas, TX 75201  
Phone: 214-306-6589**

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\_\_.

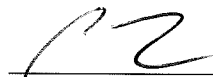
**CITY OF PFLUGERVILLE, a Texas home rule  
municipal corporation**

By: \_\_\_\_\_  
City Manager, Official  
City of Pflugerville

**LICENSEE:  
The Commons at Heatherwilde and Pecan, LP, a  
Texas limited partnership**

By: The Commons Land Development  
Company, LLC, a Texas limited liability  
company  
Its General Partner

By: **Presidium Pflugerville, LLC, a  
Texas limited liability  
company  
Its Manager**

By:   
\_\_\_\_\_  
Cross Mocerri, Manager

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
\_\_\_\_\_, City Manager, Official, City of Pflugerville, a Texas municipal  
corporation, on behalf of said corporation.

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

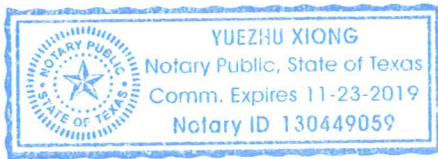


STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Cross Mocerri, Manager, of Presidium Pflugerville, 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 30<sup>th</sup> day of January, A.D. 2018.



Yuezhu Xiong  
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#

LEGAL DESCRIPTION

BEING a 0.565 acre tract of land situated in the Thomas J. Chambers Survey, Abstract No. 7 in Travis County, Texas; and being a portion of the rights-of-way of Old Austin Pflugerville Road (60' public right-of-way) and South Heatherwilde Boulevard (variable width public right-of-way) adjoining Lot 1 of PECAN DISTRICT SUBDIVISION, SECTION 1 FINAL PLAT, a subdivision as recorded under Document No. 201700276 of the Official Public Records of Travis County, Texas; said 0.565 acre tract of land being more particularly described by metes and bounds as follows and as shown on the attached sketch, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8" iron rod with cap stamped "JONES|CARTER" set in the northwesterly right-of-way line of Old Austin Pflugerville Road (60 foot wide public right-of-way) for the northeasterly corner of said Lot 1, from which a concrete monument found for the northeasterly corner of a called 38.465 acre tract described in the Special Warranty Deed with Vendor's Lien to The Commons at Heatherwilde and Pecan, L.P., recorded in Document No. 2016010717 of the Official Public Records of Travis County, Texas, bears North 27°56'39" East a distance of 1071.63 feet;

THENCE departing said northwesterly right-of-way line of Old Austin Pflugerville Road, over and across the rights-of-way of said Old Austin Pflugerville Road and South Heatherwilde Boulevard the following courses and distances:

South 30°53'12" East a distance of 107.89 feet;

South 52°09'16" West a distance of 53.87 feet to a point for the beginning of a non-tangent curve to the right;

Southwesterly with said non-tangent curve to the right having a radius of 13.64 feet and a delta angle of 24°52'54", an arc distance of 5.92 feet (the chord of said curve bears South 63°05'10" West a distance of 5.88 feet);

South 55°50'25" West a distance of 3.32 feet;

South 50°35'01" West a distance of 11.21 feet to a point for the beginning of a non-tangent curve to the left;

Southwesterly with said non-tangent curve to the left having a radius of 15.77 feet and a delta angle of 21°05'59", an arc distance of 5.81 feet (the chord of said curve bears South 42°57'54" West a distance of 5.78 feet) to a point of reverse curvature;

Southwesterly with said reverse curve to the right having a radius of 17.45 feet and a delta angle of 11°57'46", an arc distance of 3.64 feet (the chord of said curve bears South 43°43'48" West a distance of 3.64 feet);

South 49°32'51" West a distance of 28.85 feet to a point for the beginning of a non-tangent curve to the left;

Southwesterly with said non-tangent curve to the left having a radius of 891.46 feet and a delta angle of 06°31'12", an arc distance of 101.44 feet (the chord of said curve bears South 44°49'17" West a distance of 101.39 feet) to a point of compound curvature;

Southwesterly with said compound curve to the left having a radius of 888.05 feet and a delta angle of 05°19'57", an arc distance of 82.65 feet (the chord of said curve bears South 38°40'23" West a distance of 82.62 feet) to a point of compound curvature;

Southwesterly with said compound curve to the left having a radius of 558.41 feet and a delta angle of 10°50'42", an arc distance of 105.70 feet (the chord of said curve bears South 30°19'14" West a distance of 105.54 feet);

South 27°51'28" West a distance of 214.09 feet to a point for the beginning of a non-tangent curve to the right;

Southwesterly with said non-tangent curve to the right having a radius of 23.15 feet and a delta angle of 40°58'05", an arc distance of 16.56 feet (the chord of said curve bears South 61°52'33" West a distance of 16.21 feet) to a point of compound curvature;

Northwesterly with said compound curve to the right having a radius of 25.82 feet and a delta angle of 39°07'21", an arc distance of 17.63 feet (the chord of said curve bears North 77°49'32" West a distance of 17.29 feet);

North 61°53'47" West a distance of 730.14 feet;

North 28°02'38" East a distance of 8.55 feet to a 5/8" iron rod with cap stamped "JONES|CARTER" set in the northeasterly right-of-way line of said Old Austin Pflugerville Road for the northwesterly corner of said Lot 1;

THENCE with the southwesterly and southeasterly lines of said Lot 1 and the right-of-way lines of said Old Austin Pflugerville Road and South Heatherwilde Boulevard the following courses and distances:

South 61°56'27" East a distance of 717.69 feet to a 5/8" iron rod with cap stamped "JONES|CARTER" set;

North 28°03'33" East a distance of 3.70 feet to a 1/2" iron rod with cap stamped "CARSON" found at the beginning of a non-tangent curve to the left;

Northeasterly with said non-tangent curve to the left having a radius of 25.00 feet and a delta angle of 90°01'23", an arc distance of 39.28 feet (the chord of said curve bears North 72°55'37" East a distance of 35.36 feet) to a 5/8" iron rod with cap stamped "JONES|CARTER" set;

North 27°54'44" East a distance of 185.20 feet to a 1/2" iron rod with cap stamped "CARSON" found for the beginning of a curve to the right;

Northeasterly with said curve to the right having a radius of 845.00 feet and a delta angle of 10°33'37", an arc distance of 155.74 feet (the chord of said curve bears North 33°11'33" East a distance of 155.52 feet) to a 1/2" iron rod with cap stamped "CARSON" found;

North 27°56'39" East a distance of 296.93 feet to the POINT OF BEGINNING and CONTAINING an area of 0.565 acre of land.

This description has been prepared as a result of an on the ground survey completed on July 21, 2017.



Gary C. Bowes  
Registered Professional Land Surveyor No. 4053

11/20/2017  
Date

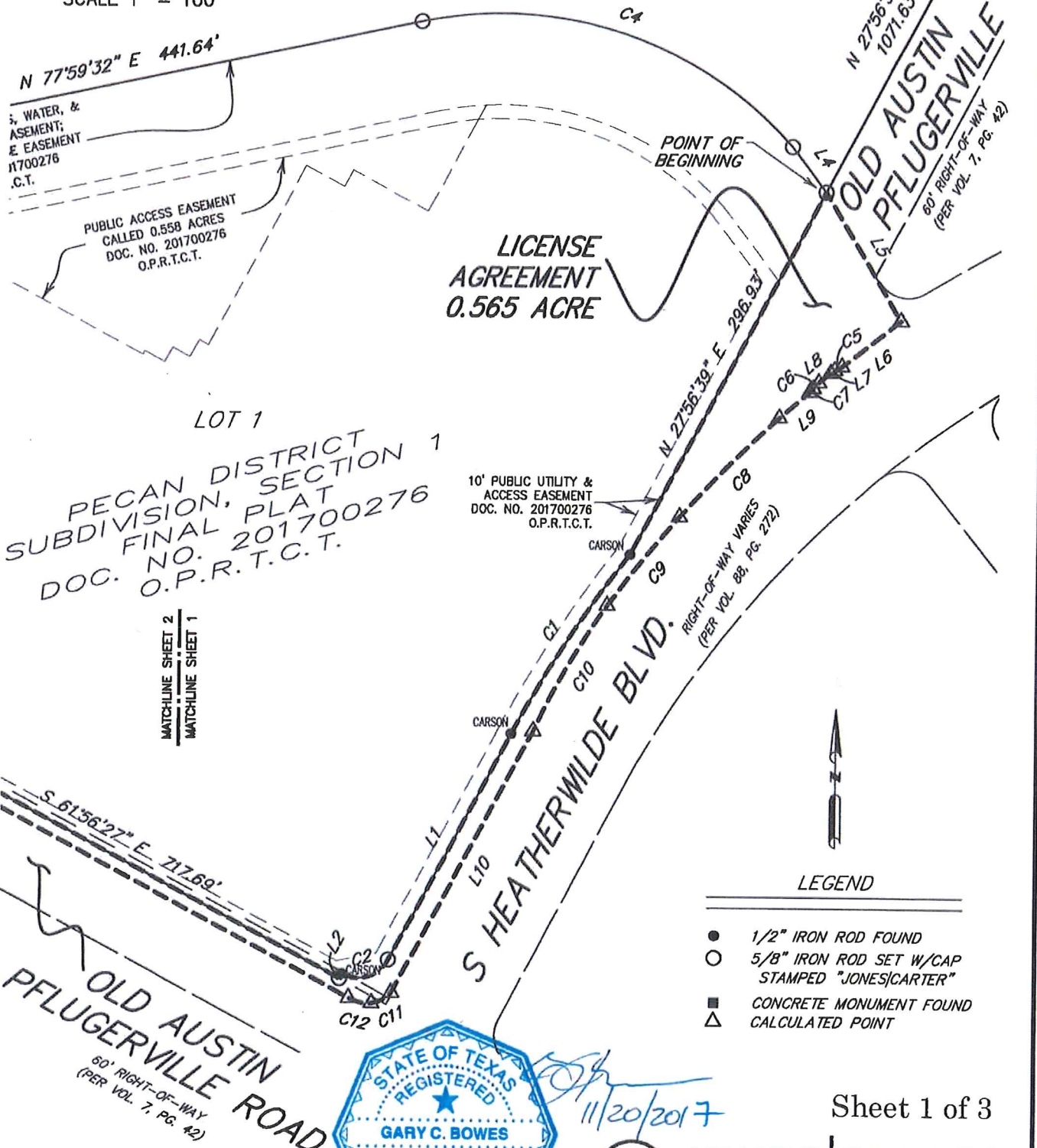
Austin Grid: P-37  
TCAD ID: 363072



**SKETCH TO  
ACCOMPANY  
LEGAL  
DESCRIPTION**

SCALE 1" = 100'

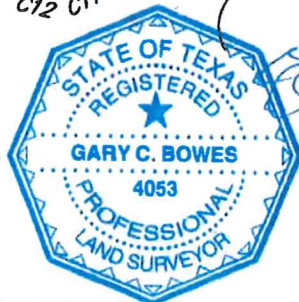
THE COMMONS AT  
HEATHERWILDE AND PECAN, L.P.  
CALLED 38.465 ACRES  
DOC NO. 2016010717  
O.P.R.T.C.T.



**LEGEND**

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD SET W/CAP STAMPED "JONES/CARTER"
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT

Sheet 1 of 3



**JONES | CARTER**

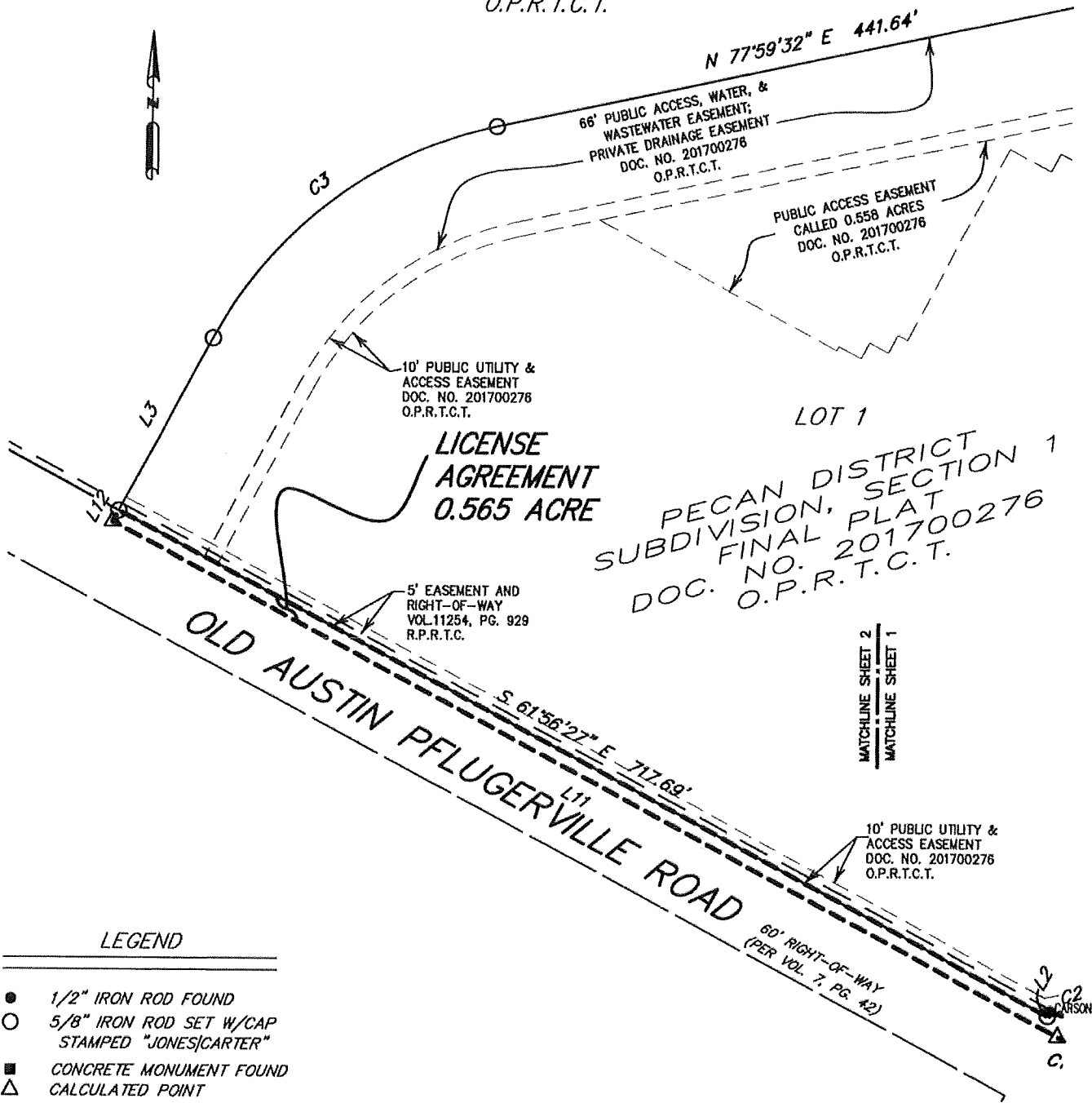
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 10046101  
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

11/20/2017

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 100'

THE COMMONS AT  
HEATERWILDE AND PECAN, L.P.  
CALLED 38.465 ACRES  
DOC NO. 2016010717  
O.P.R.T.C.T.



## LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD SET W/CAP STAMPED "JONES|CARTER"
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT

Sheet 2 of 3

**J|C JONES | CARTER**  
 Texas Board of Professional Engineers Registration No. F-439  
 Texas Board of Professional Land Surveying Registration No. 10046101  
 3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 27°54'44" E	185.20'
L2	N 28°03'33" E	3.70'
L3	N 28°03'33" E	132.50'
L4	S 37°42'16" E	40.85'
L5	S 30°53'12" E	107.89'
L6	S 52°09'16" W	53.87'
L7	S 55°50'25" W	3.32'
L8	S 50°35'01" W	11.21'
L9	S 49°32'51" W	28.85'
L10	S 27°51'28" W	214.09'
L11	N 61°53'47" W	730.14'
L12	N 28°02'38" E	8.55'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	845.00'	155.74'	10°33'37"	N 33°11'33" E	155.52'
C2	25.00'	39.28'	90°01'23"	N 72°55'37" E	35.36'
C3	283.00'	246.63'	49°56'00"	N 53°01'32" E	238.90'
C4	283.00'	297.17'	60°09'53"	S 71°55'31" E	283.70'
C5	13.64'	5.92'	24°52'54"	S 63°05'10" W	5.88'
C6	15.77'	5.81'	21°05'59"	S 42°57'54" W	5.78'
C7	17.45'	3.64'	11°57'46"	S 43°43'48" W	3.64'
C8	891.46'	101.44'	6°31'12"	S 44°49'17" W	101.39'
C9	888.05'	82.65'	5°19'57"	S 38°40'23" W	82.62'
C10	558.41'	105.70'	10°50'42"	S 30°19'14" W	105.54'
C11	23.15'	16.56'	40°58'05"	S 61°52'33" W	16.21'
C12	25.82'	17.63'	39°07'21"	N 77°49'32" W	17.29'

Sheet 3 of 3



**JONES | CARTER**

Texas Board of Professional Engineers Registration No. F-439  
 Texas Board of Professional Land Surveying Registration No. 10046101  
 3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493





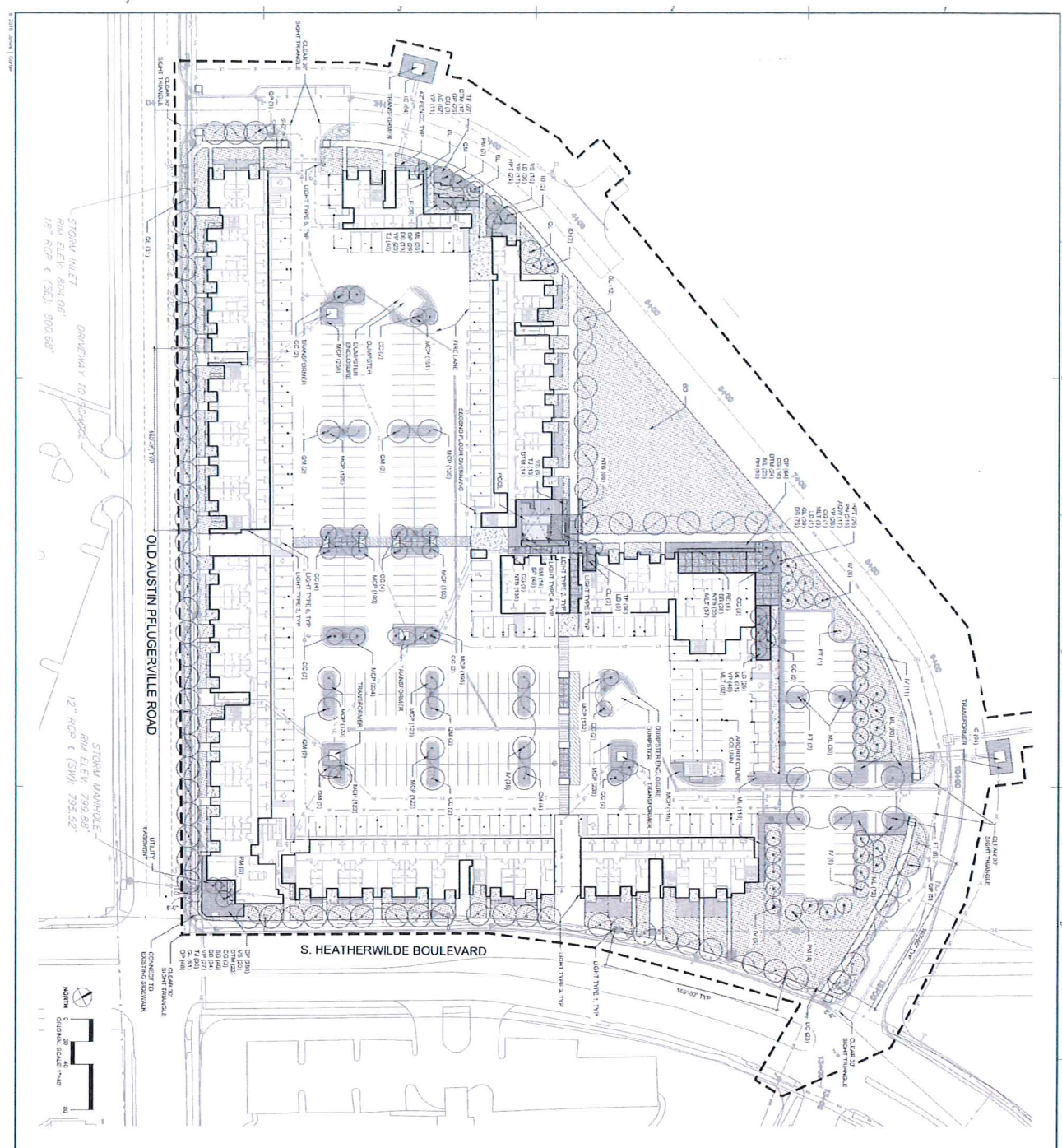












### LEGEND

- 1. ASPHALT DRIVEWAY
- 2. ASPHALT DRIVEWAY WITH CURB
- 3. ASPHALT DRIVEWAY WITH CURB AND SIDEWALK
- 4. ASPHALT DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY
- 5. ASPHALT DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL
- 6. ASPHALT DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND BIKEWAY
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### GENERAL NOTES

1. ALL PLANT MATERIAL SHALL MEET THE LATEST REQUIREMENTS OF THE AMERICAN SOCIETY OF HORTICULTURE (ASHRAE).
2. PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
3. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
4. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
5. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
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8. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
9. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
10. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).

### PLANTING LIST

PLANT NAME	COMMON NAME	HT	WTR	SHRUBS	WOODS
CC 21	Common Coreopsis	2-4'	1	1	1
MDP 1151	Midland Dogwood	12-15'	1	1	1
FT 11	Flowering Tobacco	4-6'	1	1	1
CC 44	Common Coreopsis	2-4'	1	1	1
MDP 1151	Midland Dogwood	12-15'	1	1	1
FT 11	Flowering Tobacco	4-6'	1	1	1
CC 44	Common Coreopsis	2-4'	1	1	1
MDP 1151	Midland Dogwood	12-15'	1	1	1
FT 11	Flowering Tobacco	4-6'	1	1	1

### REQUIRED TREES FOR THE PUD

PLANT NAME	COMMON NAME	HT	WTR	SHRUBS	WOODS
CC 21	Common Coreopsis	2-4'	1	1	1
MDP 1151	Midland Dogwood	12-15'	1	1	1
FT 11	Flowering Tobacco	4-6'	1	1	1
CC 44	Common Coreopsis	2-4'	1	1	1
MDP 1151	Midland Dogwood	12-15'	1	1	1
FT 11	Flowering Tobacco	4-6'	1	1	1

### IMPERVIOUS COVER

- 1. IMPERVIOUS COVER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
- 2. IMPERVIOUS COVER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
- 3. IMPERVIOUS COVER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
- 4. IMPERVIOUS COVER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).
- 5. IMPERVIOUS COVER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD HANDBOOK OF LANDSCAPE ARCHITECTURE (ANSI).

### REVISIONS

No.	Date	REVISIONS	App.
1	7/11/2017	SITE DEVELOPMENT PERMIT REVISION	
2	5/9/2017	BID SET PERMIT REVISION	
3	1/26/2015	PERMIT UPDATE	

THE COMBOK AT HEATHERWILDE AND PECAN LP  
PECAN DISTRICT - PHASE 1

**LANDSCAPE SITE PLAN**

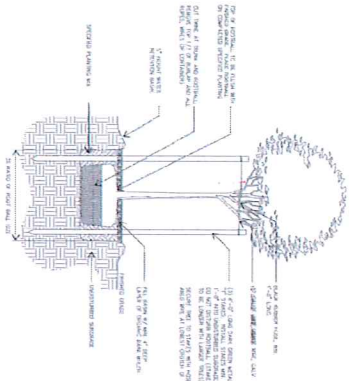
**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-432  
3702 Edwards Road, Suite 400 • Austin, Texas 78704 • 512.441.5400

SCALE: 1" = 40'-0"  
DATE: 1/20/2018  
JOB NO. 04844-2011-02

DESIGNED BY: LB  
CHECKED BY: PS  
DRAWN BY: LB

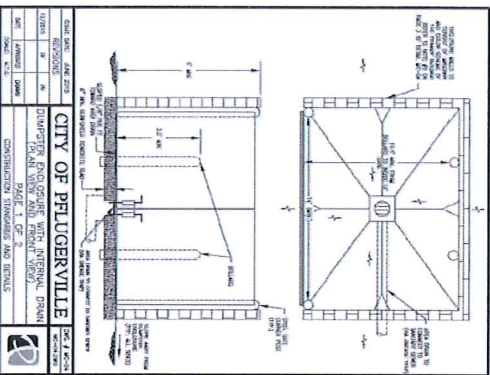
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27



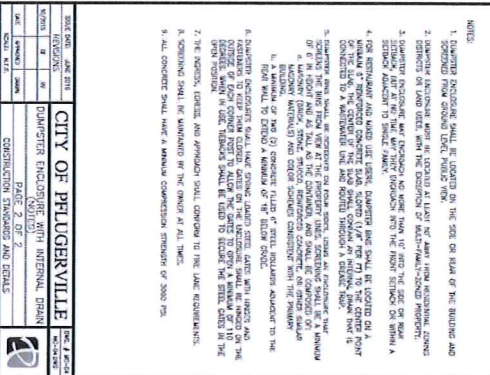
NOTE: IF ESTABLISHING VEGETATION DURING ANY STAGE OF CONSTRUCTION, CONTACT THE CITY ENGINEER, VARIANCE CONTACT WATERUSECOMPVAR@AUSTINTEXAS.GOV OR CALL 512-974-2199

1.1 TREE PLANTING DETAIL  
SECTION  
NOT TO SCALE



NOTE: 1. THE ENCLOSURE SHALL BE CONCRETE ON THE SIDE OR LEAD OF THE BUILDING AND 2. CONCRETE SHALL BE LOCATED AT LEAST 18" AWAY FROM MECHANICAL ZONE 3. CONCRETE ON LEAD SIDE WITH THE EXCEPTION OF MULTI-FAMILY-SHED PROJECTS 4. CONCRETE SHALL BE 4" THICK AND SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER IN BOTH DIRECTIONS 5. FOR RETAINMENT AND WIND UPLIFT, DUMPSTERS ARE TO BE LOCATED ON A 6" MINIMUM THICKNESS CONCRETE SLAB WITH #4 BARS AT 18" ON CENTER IN BOTH DIRECTIONS 6. THE CENTER OF THE LOAD SHALL BE WITHIN 4" OF THE CENTER OF THE SLAB 7. THE CENTER OF THE SLAB SHALL BE WITHIN 4" OF THE CENTER OF THE DUMPSTER 8. THE CENTER OF THE DUMPSTER SHALL BE WITHIN 4" OF THE CENTER OF THE SLAB 9. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI

DUMPSTER ENCLOSURE



NOTE: 1. THE ENCLOSURE SHALL BE CONCRETE ON THE SIDE OR LEAD OF THE BUILDING AND 2. CONCRETE SHALL BE LOCATED AT LEAST 18" AWAY FROM MECHANICAL ZONE 3. CONCRETE ON LEAD SIDE WITH THE EXCEPTION OF MULTI-FAMILY-SHED PROJECTS 4. CONCRETE SHALL BE 4" THICK AND SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER IN BOTH DIRECTIONS 5. FOR RETAINMENT AND WIND UPLIFT, DUMPSTERS ARE TO BE LOCATED ON A 6" MINIMUM THICKNESS CONCRETE SLAB WITH #4 BARS AT 18" ON CENTER IN BOTH DIRECTIONS 6. THE CENTER OF THE LOAD SHALL BE WITHIN 4" OF THE CENTER OF THE SLAB 7. THE CENTER OF THE SLAB SHALL BE WITHIN 4" OF THE CENTER OF THE DUMPSTER 8. THE CENTER OF THE DUMPSTER SHALL BE WITHIN 4" OF THE CENTER OF THE SLAB 9. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI

DUMPSTER ENCLOSURE

PGS LED

Model	Wattage	Beam Spread	Color Temp	Notes
PGS-100	100W	120°	3000K	
PGS-150	150W	120°	3000K	
PGS-200	200W	120°	3000K	
PGS-300	300W	120°	3000K	
PGS-400	400W	120°	3000K	
PGS-500	500W	120°	3000K	
PGS-600	600W	120°	3000K	
PGS-700	700W	120°	3000K	
PGS-800	800W	120°	3000K	
PGS-900	900W	120°	3000K	

LIGHT TYPE 1 AND 2 (TYPE CM ON PHOTOMETRICS)  
NOTE: LIGHT TYPE 1 IS DOUBLE-HEADED LIGHT TYPE 2 IS A SINGLE FIXTURE, BOTH ARE THE SAME MODEL

QUWX1 LED

Model	Wattage	Beam Spread	Color Temp	Notes
QUWX1-100	100W	120°	3000K	
QUWX1-150	150W	120°	3000K	
QUWX1-200	200W	120°	3000K	
QUWX1-300	300W	120°	3000K	
QUWX1-400	400W	120°	3000K	
QUWX1-500	500W	120°	3000K	
QUWX1-600	600W	120°	3000K	
QUWX1-700	700W	120°	3000K	
QUWX1-800	800W	120°	3000K	
QUWX1-900	900W	120°	3000K	

LIGHT TYPE (TYPE W ON PHOTOMETRICS)

LED

Model	Wattage	Beam Spread	Color Temp	Notes
LED-100	100W	120°	3000K	
LED-150	150W	120°	3000K	
LED-200	200W	120°	3000K	
LED-300	300W	120°	3000K	
LED-400	400W	120°	3000K	
LED-500	500W	120°	3000K	
LED-600	600W	120°	3000K	
LED-700	700W	120°	3000K	
LED-800	800W	120°	3000K	
LED-900	900W	120°	3000K	

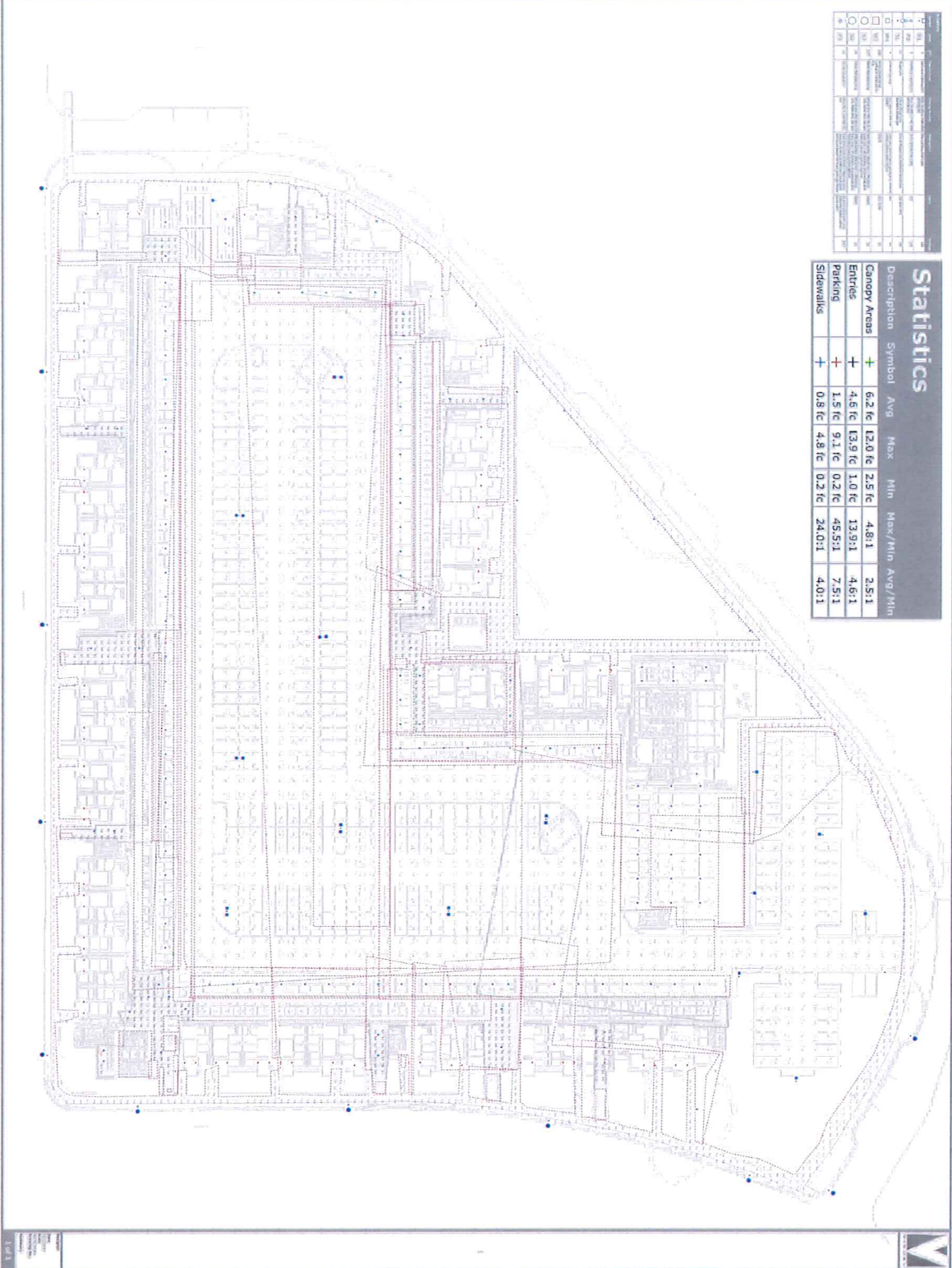
LIGHT TYPE 4 (TYPE CM ON PHOTOMETRICS)



SCALE: 1" = 40'-0"	DESIGNED BY: LB
DATE: 1/20/20	CHECKED BY: PS
JOB NO: 11644-2021-02	DRAWN BY: LB

No.	Date	REVISIONS	App.
1	7/17/2017	SITE DEVELOPMENT PERMIT REVISION	
2	5/9/2017	BD SET PERMIT REVISION	
2	1/20/21	PERMIT UPDATE	





Symbol	Description
(Symbol)	Building Footprint
(Symbol)	Parking
(Symbol)	Sidewalk

### Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Canopy Areas	+	6.2 f/c	12.0 f/c	2.5 f/c	4.8:1	2.5:1
Entries	+	4.6 f/c	13.9 f/c	1.0 f/c	13.9:1	4.6:1
Parking	+	1.5 f/c	9.1 f/c	0.2 f/c	45.5:1	7.5:1
Sidewalks	+	0.8 f/c	4.8 f/c	0.2 f/c	24.0:1	4.0:1

THE DOMAINS AT HEATHERHIDE AND PECAN LP  
PECAN DISTRICT- PHASE 1

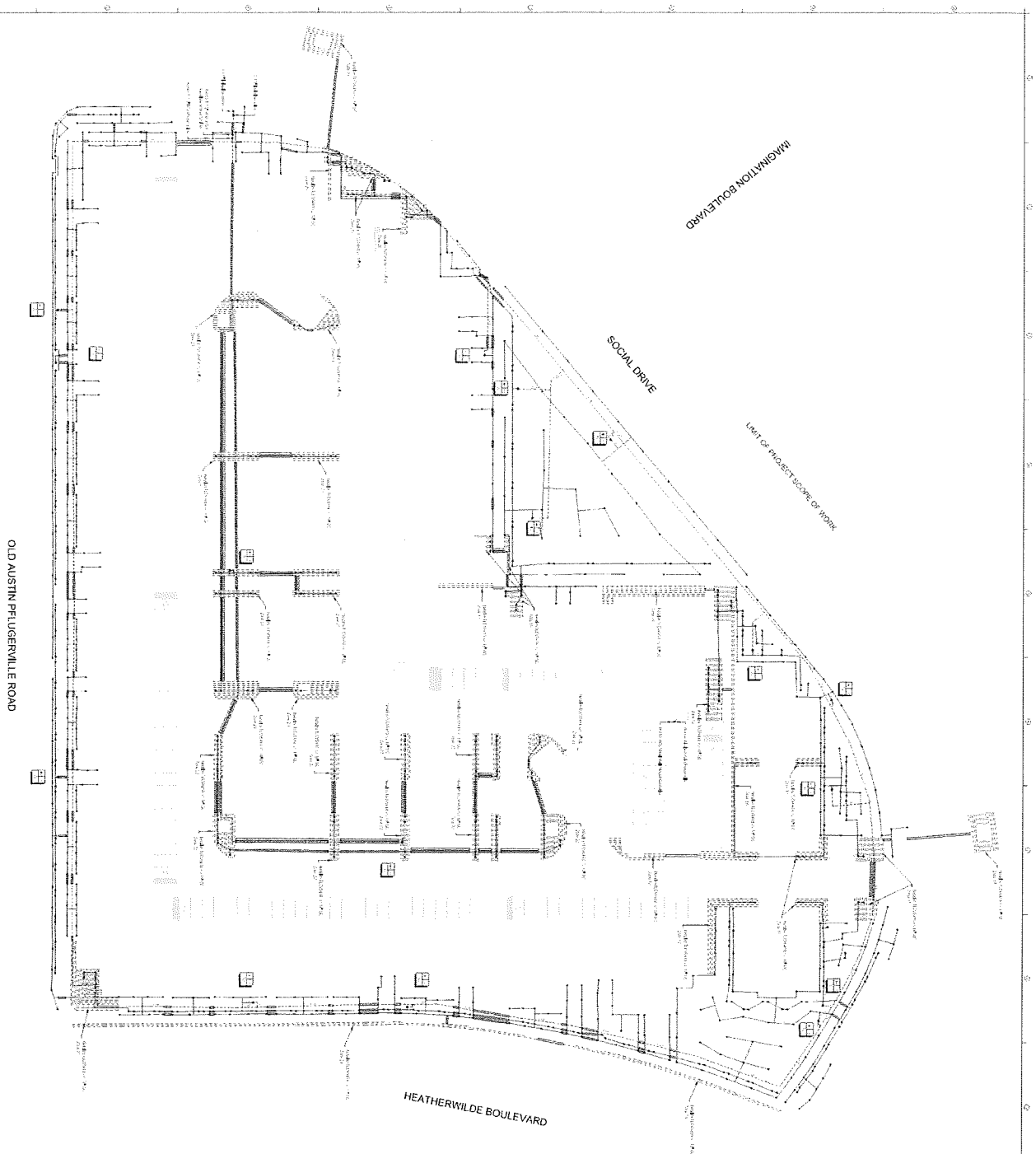
PHOTOMETRIC PLAN



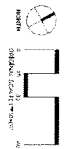
**J.C. JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
3732 Directors Boulevard, Suite 400 • Austin, Texas 78744 • (512) 412-5443

SCALE: 1" = 40'-0" DESIGNED BY: LB  
DATE: 1/20/23 CHECKED BY: PS  
JOB NO.: 24044-2021-02 DRAWN BY: LB

No.	Date	REVISIONS	App.
1	7/17/2017	SITE DEVELOPMENT PERMIT REVISION	
2	9/8/2017	BO SET PERMIT REVISION	
3	1/20/23	PERMIT UPDATE	



- IRRIGATION LEGEND & KEYNOTES:**
- ALL PERMANENT TREES**
    - All trees to be removed and replaced with new trees of similar or larger size.
  - SHRUBS & GROUNDCOVER**
    - All shrubs and groundcover to be removed and replaced with new shrubs and groundcover of similar or larger size.
  - ORIGINATION**
    - Indicated by a dashed line.
  - TURF**
    - Indicated by a solid line.
  - IRRIGATION CONTROLLER AND ASSOCIATED COMPONENTS**
    - Indicated by a solid line.
  - IRRIGATION PIPING**
    - Indicated by a solid line.
  - IRRIGATION VALVES**
    - Indicated by a solid line.
  - IRRIGATION MOUND**
    - Indicated by a solid line.



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www.designworkshop.com

# THE PECAN DISTRICT - PHASE 1

PFLUGERVILLE, TX

**JAS**  
Professional Engineer  
No. 123456789

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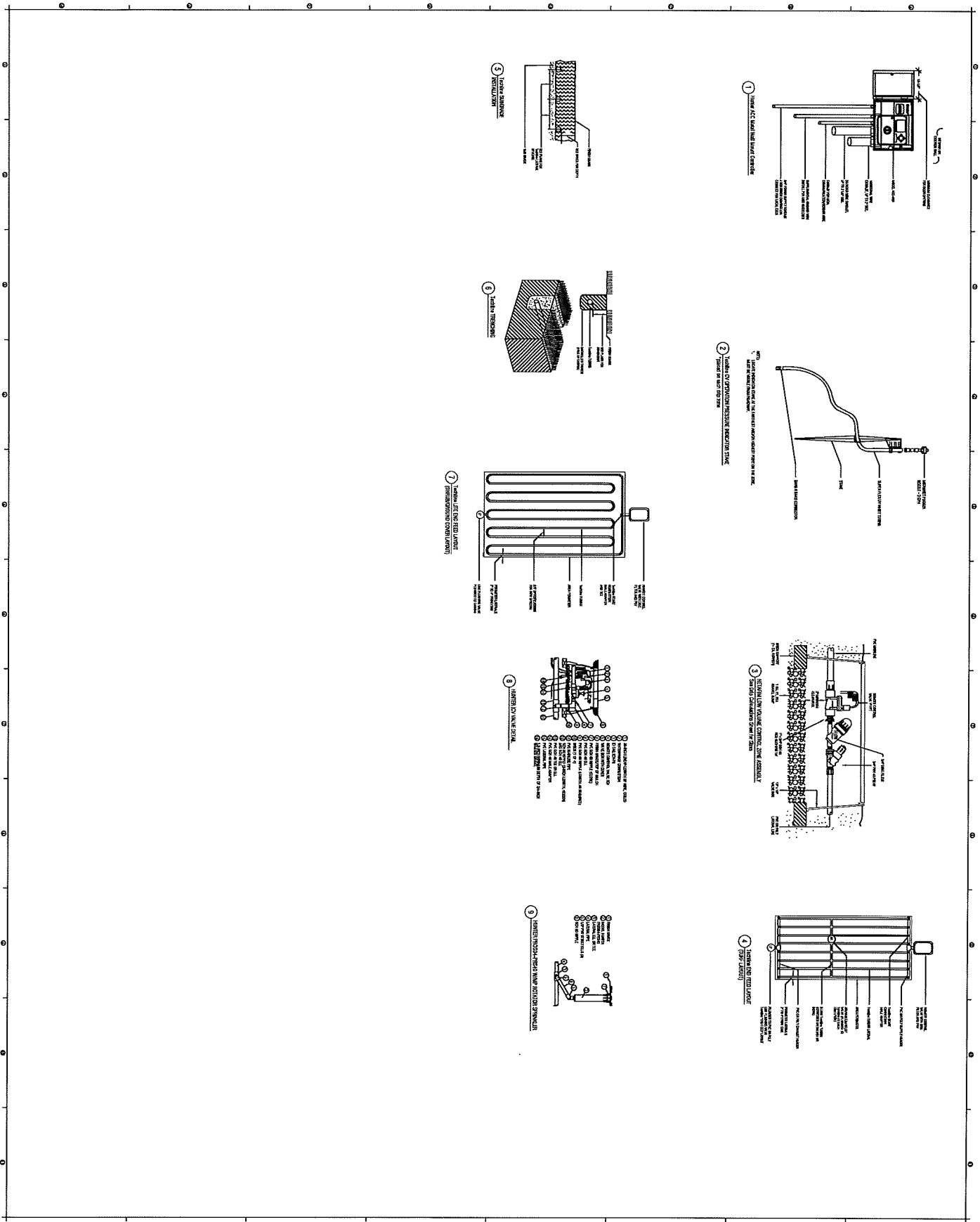
**NOT FOR CONSTRUCTION**

DATE: 08/15/2023  
SCALE: AS SHOWN  
PROJECT: THE PECAN DISTRICT - PHASE 1  
SHEET: IRRIGATION PLAN  
DRAWN BY: JAS  
CHECKED BY: JAS

**90% CONSTRUCTION DOCUMENTS**

**18-01**

IRRIGATION PLAN



**DESIGNWORKSHOP**  
 Landscape Architecture - Land Planning  
 Urban Design - Urban Planning  
 Interior Architecture - Urban Planning  
 800 Dimes St., Suite 400  
 Austin, TX 78701  
 Phone: (512) 496-4229  
 Fax: (512) 496-4229

# THE PECAN DISTRICT - PHASE 1

PFLUGERVILLE, TX

**JAS**  
 JAS CONSULTING SERVICES, INC.  
 11111 N. Loop West, Suite 1000  
 Houston, TX 77040  
 Phone: (713) 866-1111  
 Fax: (713) 866-1111

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NOT FOR  
 CONSTRUCTION

90% CONSTRUCTION  
 DOCUMENTS

18-03

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DATE: 11/15/2017  
 SHEET NO: 18-03  
 PROJECT NAME: THE PECAN DISTRICT - PHASE 1  
 DRAWN BY: JAS  
 CHECKED BY: JAS  
 APPROVED BY: JAS

IRRIGATION  
 DETAILS

18-03