

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 SORENTO OWNERS' ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**").

RECITALS:

WHEREAS; Sorento is a subdivision development located within the corporate limits of the City consisting of residential lots and associated improvements; and

WHEREAS; the "Sorento Owners' Association, Inc." was created to administer the affairs of Sorento pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of Sorento (the "**Restrictions**") recorded under Document No. 2013201182 of the Official Public Records of Travis County, Texas, recorded November 6, 2013 as amended, and has the authority to levy assessments against the lots within Sorento 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

WHEREAS; in accordance with the Restrictions the Association is authorized to maintain and irrigate all landscaping within the public rights-of-way within Sorento and is further authorized to maintain other property within Sorento; including maintenance of landscaping within the public-rights-of-way; and

WHEREAS; the Association acknowledges and agrees that the CITY has exclusive jurisdiction and control of the **Public Rights-of-Way** more particularly described on **Exhibit A** attached hereto; and

WHEREAS; the Association has requested that the CITY grant it a license to install and maintain curbs, stamped concrete and roadways as more particularly described on **Exhibit A-1** within portions of the Public Rights-of Way (the "**Licensed Roadways**") and to install and maintain tower structures, gates, lighting, fountains and associated pools, walls, and landscaping vegetation as more particularly described on **Exhibit B** within portions of the Public Rights-of-Way (the "**Licensed Property**") for the beautification of Sorento; and

WHEREAS; the Association acknowledges and agrees that no tower structures, gates, lighting, fountains and associated pools, walls, and landscaping may be placed within any portion of the Public Rights-of-Way 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 if each were set out herein.

1.3 *Definitions.* For the purposes of this Agreement, certain terms shall have the meanings that follow:

- a. "Public Rights of Way" shall mean the land owned by the City of Pflugerville more particularly described on **Exhibit A** attached hereto.
- b. "Licensed Roadways" shall mean the area within City Public Rights of Way in which the Association is requesting a license to install and maintain curbs, stamped concrete and roadways all as more particularly described on **Exhibit A-1** attached hereto.
- c. "Licensed Property" shall mean the area within City Public Rights of Way in which the Association is requesting a license to install and maintain tower structures, gates, lighting, fountains and associated pools, walls, and landscaping vegetation as more particularly described on **Exhibit B** attached hereto.
- d. "Landscaping" shall mean (i) all physical trees, shrubs, plants, grasses, ground cover and other landscaping, water pipes, lines, sprinklers and other irrigation equipment, and (ii) the right to mow the grass and maintain the landscaping, including the trimming and pruning of trees, plants and ground cover, painting and repairing the tower structures, walls, lighting, gates, fountains, pools and decorative stamped asphalt paving areas, all as within the Licensed Roadways and Licensed Property.

2. STREET RIGHTS-OF-WAY (Public Rights of Way)

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, as applicable, (i) trees, shrubs, plants, grasses, ground cover and other landscaping, and (ii) water pipes, lines, sprinklers and other irrigation equipment, and (iii) to mow the grass and maintain the landscaping, including the right to trim and prune trees, plants and ground cover, (iv) tower structures, walls, lighting, gates, fountains and pools; and (v) decorative stamped asphalt paving areas (collectively the "**Landscaping**"), that may from time to time be located on or within the Licensed Roadways and Licensed Property within the Public Rights-of-Way of all streets located

within Sorento that have been dedicated as public streets 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 Rights of Way at the entries to Sorento generally consistent to the Landscape Design attached hereto as **Exhibit B**, which will be submitted and approved in accordance with criteria in the City of Pflugerville Unified Development Code.

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 Sorento, for any purpose under this Agreement, 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 as it may determine within the Licensed Roadways and Licensed Property within the Public Rights-of-Way, and shall be solely responsible for the operation, maintenance, repair, removal and/or replacement of the Landscaping that it may elect to construct and install within the Licensed Roadways and Licensed Property within the Public Rights-of-Way from time to time. All Landscaping shall be maintained to City requirements as applicable (for example only, trees shall be limbed to provide adequate walking or driving clearance as mandated by City).

2.4 Maintenance. The Association shall be solely responsible for (i) the maintenance of the Landscaping on the Licensed Property; (ii) any trees that overhang the Licensed Roadways; and (iii) any stamped concrete located on the Licensed Roadways; in each case to prevent damage to public streets and infrastructure. If damage to the public infrastructure occurs as a result of poorly constructed Landscaping or poorly maintained Landscaping that is the responsibility of the Association to maintain, the Association shall either immediately repair same or make payment to the City for full reimbursement of all costs the City incurs repairing such damages to the public infrastructure. Between the dates of December 1st and February 28th of each 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 (TMUTCD).

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

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 Public Rights of Way; provided, however, if the Association constructs and maintains the Landscaping in accordance

with the plans approved by the CITY then, and solely in furtherance of repairs, replacement, or maintenance of the public utility facilities, franchised public utilities, roadways or streets, the CITY or any other party shall not be permitted to demolish or change such Landscaping without the prior written notice to the Association. The notice shall provide a reasonable opportunity for the Association to minimize any impacts by removing the Landscaping within the area of the repairs, replacement, or maintenance during the period of the City work, and then replacing following the completion of such work. No such written notice shall be required by the CITY in times of emergency repairs or replacement of the public utility facilities, roadways or streets which impact the health and safety of the general public within the Public Rights of Way as determined by the CITY.

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 (subject to 3.1 above) 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 repair, alter or improve the Public Rights of Way pursuant to official action by the governing body of the CITY or its successors so long as the same does not result in the demolition, removal or relocation of the Landscaping without written notification to the Association. The City shall provide the Association with written notice of any proposed improvements at least 30 days in advance of commencement of work.

3.4 NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE ABSOLUTE RIGHT TO ENTER UPON THE LICENSED ROADWAYS AND LICENSED PROPERTY, AT ANY TIME AFTER NOTICE OR IN CASE OF EMERGENCY, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE LANDSCAPING OR ALTERATIONS ON THE LICENSED ROADWAYS AND LICENSED PROPERTY THAT FAIL TO COMPLY WITH THE PLANS APPROVED BY THE CITY AND ARE NOT BROUGHT INTO COMPLIANCE BY THE ASSOCIATION WITHIN A REASONABLE TIME AFTER WRITTEN NOTICE OF SUCH FAILURE, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY AND LICENSED ROADWAYS; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY AND LICENSED ROADWAYS. 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 REASONABLE DISCRETION, THAT THE LANDSCAPING OR A MATERIAL PORTION OF THEM CONSTITUTE A DANGER TO THE PUBLIC WHICH CANNOT TO BE REMEDIED 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 Sorento right-of-ways 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 B+ (V), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000 / \$1,000,000 / \$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: 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	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

4. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
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* May be waived by City Manger if not applicable to activities performed by the Association

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 reasonably 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 Association 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 Association shall pay any costs incurred resulting from said changes.

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

4.5 The Association 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, the Association shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend the Association's authorization under this agreement should there be a lapse in coverage at any time during this Agreement. 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 the Association may be held responsible for payments of damages to persons or property resulting from the Association's or its subcontractors' performance of the work covered under this Agreement.

4.8 It is agreed that the Association'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 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 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 THIS 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 THE FOREGOING INDEMNITY SHALL NOT APPLY TO THE EXTENT,

BUT ONLY TO THE EXTENT, THAT THE INDEMNITY ARISES OUT OF OR RELATES TO THE NEGLIGENT ACTS OR OMISSIONS OF CITY WHICH IS THE PRIMARY CAUSE (i.e. – more than 50% contributorily negligent) OF THE RESULTANT INJURY, DEATH OR DAMAGE.

6. TERMINATION

6.1 Termination by the Association. This Agreement may be terminated by the Association no sooner than 30 years after the effective date of this agreement by delivering written notice of termination to the CITY not later than 365 days before the date that is 30 years after the effective date of this Agreement. If the Association has not terminated this Agreement as of the date that is 30 years after the effective date of this Agreement, then this Agreement shall automatically be renewed for successive ten year periods, unless and until the Association delivers notice of termination no less than 90 days prior to the expiration of the end of the then current ten year term.

6.2 Termination by the CITY. This Agreement may be revoked at any time by the CITY, after providing at least 30 days prior written notice to the Association for any of the following reasons:

- (a) The Landscaping or a portion of them fail to comply with the plans approved by the CITY beyond the point of remedy and interfere with the CITY's use of the Licensed Property and Licensed Roadways.
- (b) Despite 30 days written notice, the Association fails to maintain or make necessary alterations to prevent deterioration of the aesthetic integrity of the Landscaping within the Licensed Property and Licensed Roadways; or
- (c) The Association fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein, and such failure continues uncured for a period of 30 days following notice (or such longer period of time as is reasonably necessary to promptly commence and diligently cure the same).

6.3 In the event that this Agreement is terminated by the Association in accordance with Section 6.1, then, at the election of the City, the Landscaping on the Licensed Roadways and Licensed Property shall either (i) be removed by the Association to the extent requested by the City (and in all events the fountain in the round-a-bout shall be removed) and the rights-of-ways be restored to a condition equivalent to a condition typical for rights-of-way within the City of Pflugerville; or (ii) the CITY shall assume all rights, title and ownership to the Landscaping on the Licensed Property and Licensed Roadways.

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. The Association shall not do, nor suffer to be done, anything on the Licensed Property and the Licensed Roadways, during the term of this Agreement, 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 Agreement for the use of the Licensed Property and the Licensed Roadways, 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 Agreement 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 Agreement 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 Agreement shall be given in writing to the Association 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 Agreement.

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 Agreement shall be in Travis County, Texas. This Agreement 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 Agreement for the Association hereby represents that he or she has full authority to execute this Agreement on behalf of the Association.

8.9 Entire Agreement. This Agreement 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 Agreement, 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.

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

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

By: _____
Brandon E. Wade, City Manager

ASSOCIATION:

SORENTO OWNERS' ASSOCIATION, INC.

By:



Name: David Nairne

Title: Authorized Signatory

Address: 9111 Jollyville Road, Suite 212

City: Austin

St/Zip: Texas, 78759

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

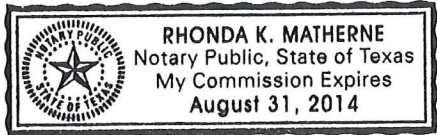
This instrument was acknowledged before me on this ____ day of _____, 2014, by _____ as _____ of THE CITY OF PFLUGERVILLE, TEXAS, a home rule city, on behalf of said city.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17th day of February, 2014, by David Nairne as Authorized Signatory of Sorento Owner's Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Rhonda K. Matherne
Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

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

EXHIBIT A

Public Rights of Way

EXHIBIT A-1

Licensed Roadways

EXHIBIT B

Licensed Property

FIELD NOTES
FOR
RIGHT OF WAY ANNEXATION
TRACT 1

A 2.624 acre, or 114,319 square feet more or less, tract of land out of the remaining portion of a called 119.023 acre tract recorded in Document No. 2012164042 of the Official Public Records of Travis County, Texas, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis County, Texas. Said 2.624 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

COMMENCING: From a found ½" iron rod with yellow cap marked "Pape-Dawson", a point in the east right of way line of said Weiss Lane, the northwest corner of said called 119.023 acre tract and the southwest corner of Lot 3 out of the Final Plat of Pflugerville Industrial Park recorded in Document No. 200800320 of the Official Public Records of Travis County, Texas;

THENCE: S 67°15'22" E, departing the east right of way line of said Weiss Lane, along and with the north line of said called 119.023 acre tract and the south line of said Lot 3, a distance of 31.42 feet to a found ½" iron rod with "Pape-Dawson", a point in the south line of said Lot 3 and a point in the north line of said called 119.023 acre tract, the POINT OF BEGINNING;

THENCE: S 67°15'22" E, along and with the north line of said called 119.023 acre tract and the south line of said Lot 3, at a distance of 481.54 feet passing found ½" iron rod with "Pape-Dawson", the southeast corner of said Lot 3 and the southwest corner Lot 4 of said Final Plat of Pflugerville Industrial Park, continuing along and with the north line of said called 119.023 acre tract and the south line of said Lot 4, at a distance of 498.59 feet passing a found ½" iron rod and in all a total distance of 692.20 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: Departing the north line of said called 119.023 acre tract and the south line of said Lot 4, over and across said called 119.023 acre tract the following calls and distances;

S 27°25'40" W, a distance of 249.68 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left having a radial bearing of N 62°34'19"W, a radius of 15.00 feet, a central angle of 89°59'57", a chord bearing

EXHIBIT A

and distance of N 17°34'18" W, 21.21 feet, an arc length of 23.56 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°34'20" W, a distance of 235.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right having a radius of 373.50 feet, a central angle of 25°47'37", a chord bearing and distance of N 49°40'32" W, 166.73 feet, an arc length of 168.14 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 36°46'43" W, a distance of 126.86 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left having a radius of 326.50 feet, a central angle of 21°53'41", a chord bearing and distance of N 47°43'34" W, 124.01 feet, an arc length of 124.77 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 58°40'24" W, a distance of 16.61 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left of 25.00 feet, a central angle of 93°53'56", a chord bearing and distance of N 74°22'38" W, 36.54 feet, an arc length of 40.97 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 27°25'40" E, a distance of 77.78 feet to set ½" iron rod with yellow cap marked "Pape-Dawson" to the POINT OF BEGINNING and containing 2.624 acres in the Extra Territorial Jurisdiction (ETJ) of Pflugerville, Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50703-50 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 10, 2013
REVISED: May 22, 2013, June 17, 2013
JOB No.: 50703-50
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-50\WORD\Annexation Field Notes_Tract 1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

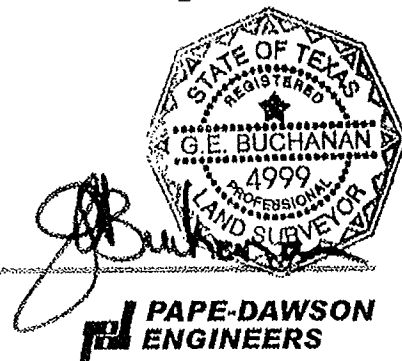
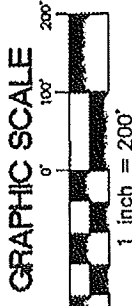
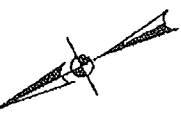


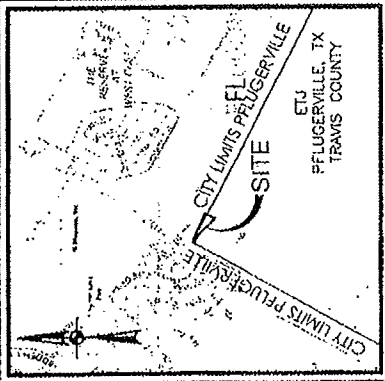
EXHIBIT A

SHEET 1 OF 1
JOB No.: 50703-50



- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 3. ROAD PARCEL NO. 706141 AND 271682

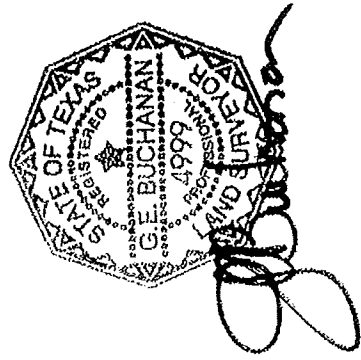
- LEGEND:**
- OR DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - DPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - FIR FOUND 1/2" IRON ROD
 - FOUND 1/2" IRON ROD WITH YELLOW CAP "PAPE-DAWSON"



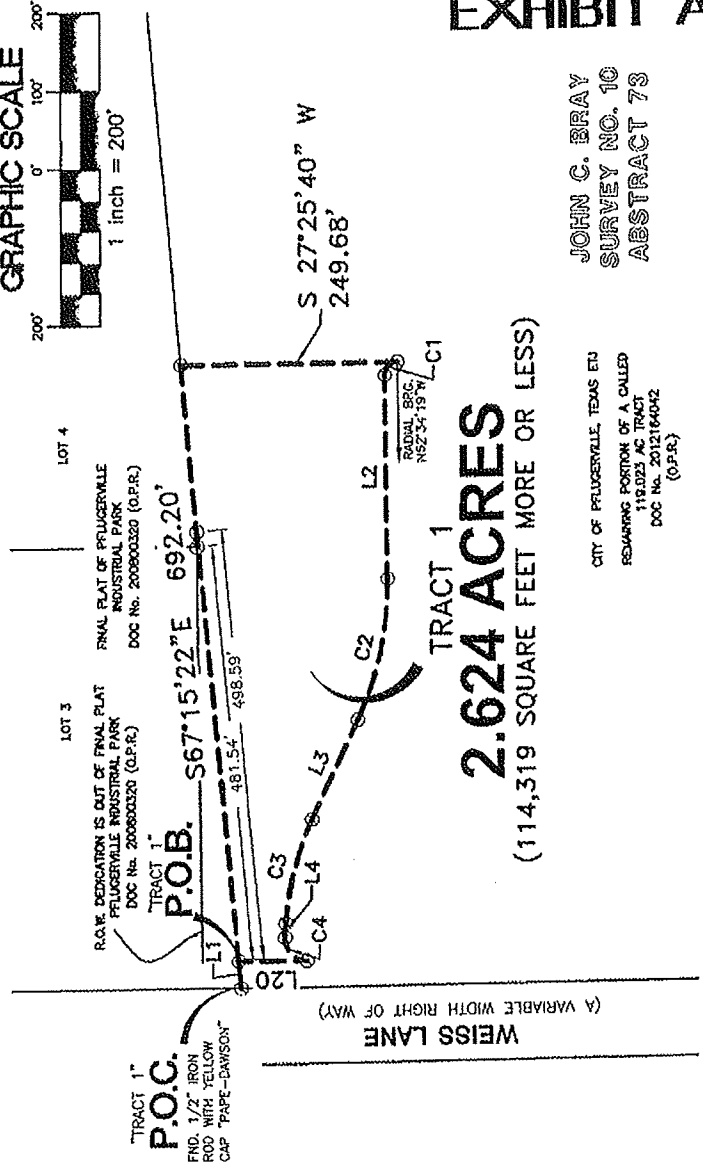
LOCATION MAP
MAPSCO MAP GRID - 437
NORTH SENSE

FIELD NOTES FOR
TRACT 1
RIGHT OF WAY ANNEXATION

A 2.624 ACRES, OR 114,319 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A 6.311 ACRES TRACT RECORDED IN DOCUMENT NO. 2012164442 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE JOHN C. BRAY, SURVEY NO. 10, ABSTRACT 73, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.



PAPE-DAWSON ENGINEERS



TRACT 1
2.624 ACRES
(114,319 SQUARE FEET MORE OR LESS)

JOHN C. BRAY
SURVEY NO. 10
ABSTRACT 73

CITY OF PFLUGERVILLE, TEXAS EU
REMAINING PORTION OF A CALLED
119,023 AC TRACT
DOC No. 2012164042
(O.P.R.)

LINE TABLE

LINE	BEARING	LENGTH
L1	S67°15'22"E	31.42'
L2	N62°34'20"W	235.00'
L3	N36°48'43"W	126.86'
L4	N55°40'24"W	16.61'
L20	N27°25'40"E	77.78'

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.00'	89°59'57"	N17°34'18"W	21.21'
C2	373.50'	25°47'37"	N49°40'32"W	168.73'
C3	326.50'	21°53'41"	N47°43'34"W	124.01'
C4	25.00'	53°53'56"	S74°22'38"W	36.54'

REVISED: 5/22/13 & 5/23/13
REVISED: 6/17/13

MAY 10, 2013



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
RIGHT OF WAY ANNEXATION
TRACT 2

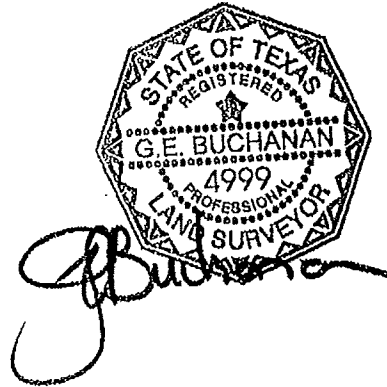
A 2.150 acre, or 93,670 square feet more or less, tract of land out of the remaining portion of a called 119.023 acre tract recorded in Document No. 2012164042 of the Official Public Records of Travis County, Texas, out of the remaining portion of a called 237.56 acre tract of land recorded in Document No. 2012164042 of the Official Public Records of Travis County, Texas and a portion of Weiss Lane, a variable width right of way, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis County, Texas. Said 2.150 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

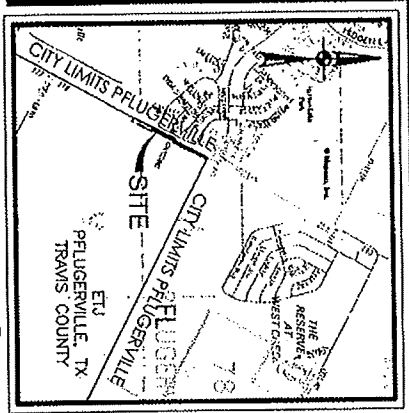
- BEGINNING: From a found ½" iron rod with yellow cap marked "Pape-Dawson", a point in the east right of way line of said Weiss Lane, the northwest corner of said called 119.023 acre tract and the southwest corner of Lot 3 out of the Final Plat of Pflugerville Industrial Park recorded in Document No. 200800320 of the Official Public Records of Travis County, Texas;
- THENCE: S 67°15'22" E, departing the east right of way line of said Weiss Lane, along and with the north line of said called 119.023 acre tract and the south line of said Lot 3, a distance of 31.42 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 27°25'40" W, departing the north line of said called 119.023 acre tract and the south line of said Lot 4, over and across said called 119.023 acre tract a distance of 836.42 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson", a point in a south line of said called 119.023 acre tract and a point in the north line of a called 2.0 acre tract recorded in Document No. 2000087383 of the Official Public Records of Travis County, Texas;
- THENCE: N 62°33'53" W, along and with a south line of said called 119.023 acre tract and the north line of said called 2.0 acre tract, a distance of 27.41 feet to a found ½" iron rod, a southwest corner of said called 119.023 acre tract, the northwest corner of said called 2.0 acre tract and a point in the east right of way line of said Weiss Lane;

- THENCE: S 27°26'43" W, departing a south line of said called 119.023 acre tract, along and with the west line of said called 2.0 acre tract and the east right of way line of said Weiss Lane, at a distance of 260.17 feet passing the southwest corner of said called 2.0 acre tract and the northwest corner of a called 2.0 acre tract recorded in Volume 13357, Page 889 of the Official Public Records of Travis County, Texas, continuing along and with the west line of said called 2.0 acre tract and the east right of way line of said Weiss Lane, a total distance of 520.40 feet to a found ½" iron rod, the southwest corner of said called 2.0 acre tract, the northwest corner of the aforementioned 237.56 acre tract and a point in the east right of way line of said Weiss Lane;
- THENCE: S 62°35'23" E, departing the east right of way line of said Weiss Lane, along and with the south line of said 2.0 acre tract and the north line of said called 237.56 acre tract, a distance of 27.57 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point in the north line of said called 237.56 acre tract and a point in the south line of said called 2.0 acre tract;
- THENCE: Departing the north line of said called 237.56 acre tract and the south line of said called 2.0 acre tract, over and across said called 237.56 acre tract the following calls and distances;
- S 27°25'40" W, a distance of 484.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 62°25'34" W, at a distance of 28.83 feet passing the west line of said called 237.56 acre tract and the east right of way line of said Weiss Lane, continuing over and across said Weiss Lane for a total distance of 80.48 feet to a calculated point, a point in the west right of way line of said Weiss Lane;
- THENCE: N 27°09'33" E, along and with the west right of way line of said Weiss Lane, a distance of 1008.29 feet to a calculated point, a point in the west right of way line of said Weiss Lane;
- THENCE: S 62°33'53" E, departing the west right of way line of said Weiss Lane, over and across said Weiss Lane, a distance of 57.79 feet to a calculated point, a point in the east right of way line of said Weiss Lane and a point in the west line of the aforementioned 119.023 acre tract;

THENCE: N 27°09'33" E, along and with the east right of way line of said Weiss Lane and a west line of said called 119.023 acre tract, a distance of 830.50 feet to the POINT OF BEGINNING and containing 2.150 acres in the Extra Territorial Jurisdiction (ETJ) of Pflugerville, Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50703-50 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 10, 2013
REVISED: May 22, 2013, June 17, 2013
JOB No.: 50703-50
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-50\WORD\Annexation Field Notes_Tract 2.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LOCATION MAP
 MAPSCO MAP GRID: 439
 NON-TO-SCALE

FIELD NOTES FOR
 RIGHT OF WAY ANNEXATION
 TRACT 2

A 2.150 ACRE OR 93,670 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 119,023 ACRE TRACT RECORDED IN DOCUMENT NO. 2012164042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE REMAINING PORTION OF A CALLED 337.56 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012164042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF WEISS LANE, A VARIABLE WIDTH RIGHT OF WAY, OUT OF THE JOHN C. BRAY, SURVEY NO. 10, ABSTRACT 73, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

LEGEND:
 DR DEED RECORDS OF TRAVIS COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD
 FOUND 1/2" IRON ROD WITH YELLOW CAP "PAPE-DAWSON"

NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 3. TCAD PARCEL NO. 706141 AND 271682

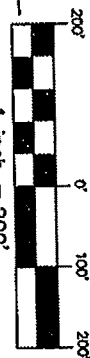
TRACT 2
 P.O.B.
 1/2" IRON ROD WITH YELLOW CAP "PAPE-DAWSON"

R.O.W. DEMONSTRATION IS OUT OF FINAL PLAT
 PFLUGERVILLE INDUSTRIAL PARK
 DOC No. 200800320 (O.P.R.)

FINAL PLAT OF PFLUGERVILLE
 INDUSTRIAL PARK
 DOC No. 200800320 (O.P.R.)

LOT 3

LOT 4



GRAPHIC SCALE

LINE	BEARING	LENGTH
L1	S67°15'22"E	31.42'
L2	N62°33'53"W	27.41'
L3	S62°35'23"E	27.57'
L4	N62°25'34"W	80.48'
L5	S62°33'53"E	57.79'

TRACT 2
2.150 ACRES
 (93,672 SQUARE FEET MORE OR LESS)

CITY OF PFLUGERVILLE, TEXAS ETU
 REMAINING PORTION OF A CALLED
 119,023 AC TRACT
 DOC No. 2012164042
 (O.P.R.)

JOHN C. BRAY
 SURVEY NO. 10
 ABSTRACT 73

WEISS LANE
 (A VARIABLE WIDTH RIGHT OF WAY)

N27°09'33"E 830.50'

S27°25'40"W 836.42'

MATCHLINE
 SEE PAGE 2 OF 2

PAPE-DAWSON
ENGINEERS

7800 SHILOH CREEK BLVD | AUSTIN, TEXAS 78727 | PHONE: 512.454.6171
 SUITE 220 WEST | FAX: 512.453.0887

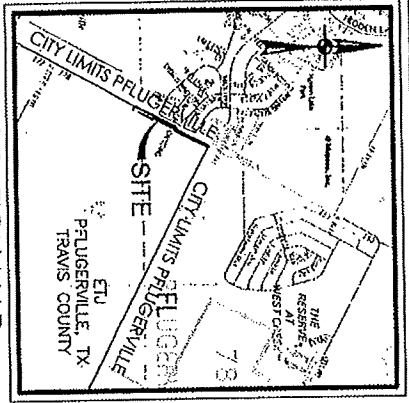
TRAVEL BOARD OF PROFESSIONAL LAND SURVEYORS, INC. REGISTRATION # 2000000000
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MAY 10, 2013

REVISED: 5/22/13 & 5/23/13
 REVISED: 6/17/13

JOB No.:

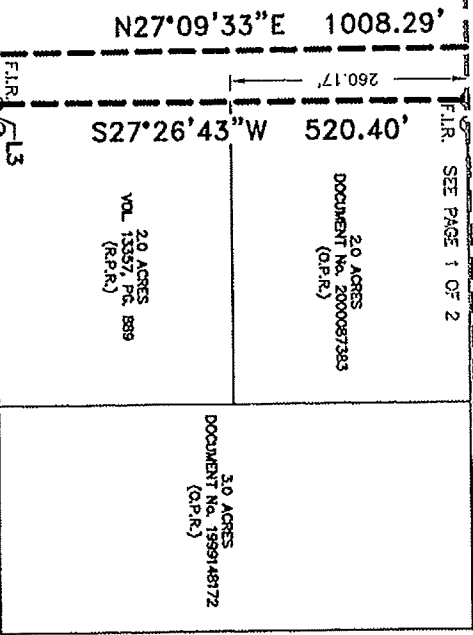
SHEET 1 OF 2
 50703-50



LOCATION MAP
 MAPSCO MAP GRID: 439
 NORTH SCALE

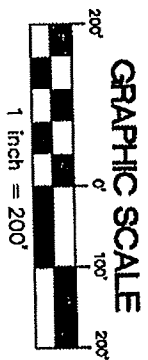
LEGEND:
 DR DEED RECORDS OF TRAVIS COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD
 YELLOW CAP "PAPE-DAWSON"

NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 MATCHLINE 3. TCAD PARCEL NO. 706141 AND 271882
 SEE PAGE 1 OF 2



LINE TABLE

LINE	BEARING	LENGTH
L1	S67°15'22"E	31.42'
L2	N62°33'53"W	27.41'
L3	S62°35'23"E	27.57'
L4	N62°25'34"W	80.48'
L5	S62°33'53"E	57.79'



FIELD NOTES FOR RIGHT OF WAY ANNEXATION TRACT 2
 A 2,150 ACRES OR 93,670 SQUARE FEET MORE OR LESS TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 119.023 ACRE TRACT RECORDED IN DOCUMENT NO. 2012164042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE REMAINING PORTION OF A CALLED 237.56 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012164042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF WEISS LANE, A VARIABLE WIDTH RIGHT OF WAY, OUT OF THE JOHN C. BRAY, SURVEY NO. 10, ABSTRACT 73, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

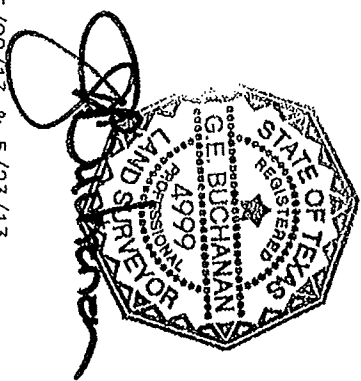
7800 SHILOH CREEK BLVD | AUSTIN TEXAS 78757 | PHONE 512.246.4171
 SUITE 201 WEST | FAX 512.246.6587

THIS IS A PROFESSIONAL SERVICE. THE PREPARATION OF THIS SURVEY IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. COPYRIGHT © 2013 Pape-Dawson Engineers, Inc. All Rights Reserved.

Date: Jun 17, 2013, 2:46pm User ID: VZurcher
 File: H:\AUSTIN SURVEY\CIVIL\50703-50\Annexation Exhibit_Tract 2.dwg

MAY 10, 2013

REVISED: 5/22/13 & 5/23/13
 REVISED: 06/17/13



JOHN C. BRAY
 SURVEY NO. 10
 ABSTRACT 73

JOB No.: SHEET 2 OF 2
 50703-50



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
RIGHT OF WAY ANNEXATION
TRACT 3

A 1.683 acre, or 281,303 square feet more or less, tract of land out of the remaining portion of a called 237.56 acre tract of land recorded in Document No. 2012164042 of the Official Public Records of Travis County, Texas, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis County, Texas. Said 1.683 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

COMMENCING: From a found ½" iron rod, the southwest corner of a called 2.0 acre tract recorded in Volume 13357, Page 889 of the Official Public Records of Travis County, Texas, the northwest corner of said 237.56 acre tract and a point in the east right of way line of said Weiss Lane;

THENCE: S 35°35'24" E, departing the east right of way line of said Weiss Lane, along and with the south line of said 2.0 acre tract and the north line of said called 237.56 acre tract, a distance of 27.57 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point in the north line of said called 237.56 acre tract and a point in the south line of said called 2.0 acre tract;

THENCE: S 54°25'39" W, departing the north line of said called 237.56 acre tract and the south line of said called 2.0 acre tract, over and across said called 237.56 acre tract a distance of 344.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", the POINT OF BEGINNING;

THENCE: Continuing over and across said called 237.56 acre tract the following calls and distances;

Southwesterly, along a tangent curve to the left having a radius of 25.00 feet, a central angle of 89°45'50", a chord bearing and distance of S 09°27'23" W, 35.28 feet, an arc length of 39.16 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 35°25'22" E, a distance of 234.32 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

AUSTIN / SAN ANTONIO / HOUSTON

7800 Shoal Creek Blvd., Suite 220 West Austin, Texas 78757
P 512.454.8711 F 512.459.8867 www.pape-dawson.com

EXHIBIT A

Southeasterly, along a tangent curve to the left having a radius of 600.00 feet, a central angle of 12°21'42", a chord bearing and distance of S 41°36'04" E, 129.20 feet, an arc length of 129.45 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 47°46'55" E, a distance of 2.21 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left having a radius of 62.00 feet, a central angle of 49°46'14", a chord bearing and distance of S 72°40'02" E, 52.18 feet, an arc length of 53.86 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the right having a radius of 80.00 feet, a central angle of 85°16'23", a chord bearing and distance of S 54°54'57" E, 108.38 feet, an arc length of 119.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the left having a radius of 62.00 feet, a central angle of 49°46'02", a chord bearing and distance of S 37°09'47" E, 52.18 feet, an arc length of 53.85 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the right having a radius of 630.00 feet, a central angle of 14°15'54", a chord bearing and distance of S 54°54'52" E, 156.45 feet, an arc length of 156.85 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 47°46'55" E, a distance of 12.02 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 87°13'05" E, 21.21 feet, an arc length of 23.56 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 47°46'55" E, a distance of 60.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 42°13'05" W, a distance of 90.23 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the left having a radius of 1130.00 feet, a central angle of $00^{\circ}42'41''$, a chord bearing and distance of $S 41^{\circ}51'45'' W$, 14.03 feet, an arc length of 14.03 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

$N 48^{\circ}29'35'' W$, a distance of 60.00 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right said curve a radius of 1190.00 feet, a central angle of $00^{\circ}42'41''$, a chord bearing and distance of $N 41^{\circ}51'45'' E$, 14.77 feet, an arc length of 14.77 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

$N 42^{\circ}13'05'' E$, a distance of 0.23 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left having a radius of 15.00 feet, a central angle of $90^{\circ}00'00''$, a chord bearing and distance of $N 02^{\circ}46'55'' W$, 21.21 feet, an arc length of 23.56 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

$N 47^{\circ}46'55'' W$, a distance of 12.02 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left said curve having a radius of 570.00 feet, a central angle of $14^{\circ}17'18''$, a chord bearing and distance of $N 54^{\circ}55'34'' W$, 141.78 feet, an arc length of 142.15 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left said curve having a radius of 62.00 feet, a central angle of $49^{\circ}41'40''$, a chord bearing and distance of $N 86^{\circ}39'59'' W$, 52.11 feet, an arc length of 53.78 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right said curve having a radius of 80.00 feet, a central angle of $113^{\circ}11'47''$, a chord bearing and distance of $N 54^{\circ}54'57'' W$, 133.57 feet, an arc length of 158.05 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the left having a radius of 62.00 feet, a central angle of $49^{\circ}27'51''$, a chord bearing and distance of $N 23^{\circ}02'59'' W$, 51.88 feet, an arc length of 53.53 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

N 47°46'55" W, a distance of 148.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

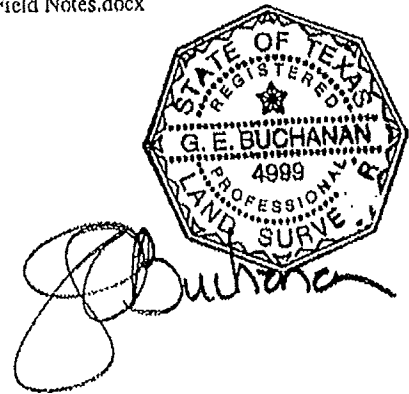
Northwesterly, along a tangent curve to the right having a radius of 610.00 feet, a central angle of 12°21'33", a chord bearing and distance of N 41°36'08" W, 131.33 feet, an arc length of 131.58 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 35°25'22" W, a distance of 104.54 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, a tangent curve to the left said curve having a radius of 25.17 feet, a central angle of 84°52'17", a chord bearing and distance of N 82°56'38" W, 33.97 feet, an arc length of 37.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

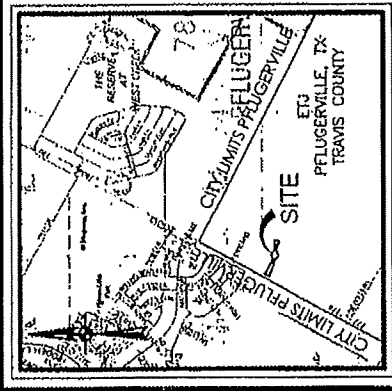
THENCE: N 54°25'39" E, a distance of 139.99 feet to the POINT OF BEGINNING and containing 1.683 acres in the Extra Territorial Jurisdiction (ETJ) of Pflugerville, Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50703-50 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 10, 2013
REVISED: May 22, 2013
JOB No.: 50703-50
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-50\WORD\Annexation Field Notes.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



**PAPE-DAWSON
ENGINEERS**

EXHIBIT A

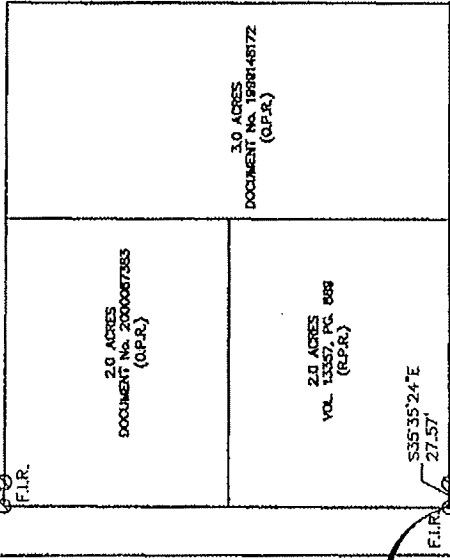


LOCATION MAP
 NAD83 MAP GRID: 438
 NORTH-SOUTH SCALE

**FIELD NOTES FOR
 RIGHT OF WAY ANNEXATION
 TRACT 3**

A 1.683 ACRE OR 231,303 SQUARE FEET MORE OR LESS TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 237.56 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012164042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE JOHN C. BRAY, SURVEY NO. 10, ABSTRACT 73, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

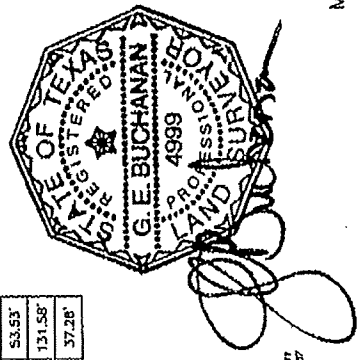
- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (ICORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 3. TCAD PARCEL NO. 706141 AND 271682



P.O.C.
 TRACT 3

LINE	BEARING	LENGTH
L1	S35°25'22"E	234.32'
L2	S47°46'55"E	2.21'
L3	S47°46'55"E	12.02'
L4	S47°46'55"E	60.00'
L5	S42°13'05"W	90.23'
L6	N48°29'35"W	60.00'
L7	N47°13'05"E	0.23'
L8	N47°46'55"W	12.02'
L9	N47°46'55"W	148.28'
L10	N35°25'22"W	104.54'
L11	S54°25'39"W	139.95'

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	85°45'28"	S9°27'23"W	35.28'
C2	600.00'	12°21'42"	S41°35'04"E	129.20'
C3	62.00'	45°46'14"	S72°43'02"E	52.15'
C4	80.00'	85°16'23"	S5°54'57"E	108.38'
C5	62.00'	49°46'02"	S37°09'47"E	52.18'
C6	630.00'	14°15'54"	S5°54'52"E	156.45'
C7	15.00'	90°00'00"	N87°13'05"E	21.21'
C8	1130.00'	0°42'41"	S41°51'45"W	14.03'
C9	1190.00'	0°42'41"	N41°51'45"E	14.77'
C10	15.00'	90°00'00"	N7°45'55"W	21.21'
C11	570.00'	14°17'18"	N5°45'53"W	141.78'
C12	62.00'	49°41'40"	N86°39'59"W	52.11'
C13	80.00'	71°11'47"	N54°54'57"W	133.57'
C14	62.00'	49°27'51"	N23°02'59"W	51.85'
C15	610.00'	12°21'33"	N41°36'08"W	131.33'
C16	25.17'	84°52'17"	N82°56'38"W	33.97'



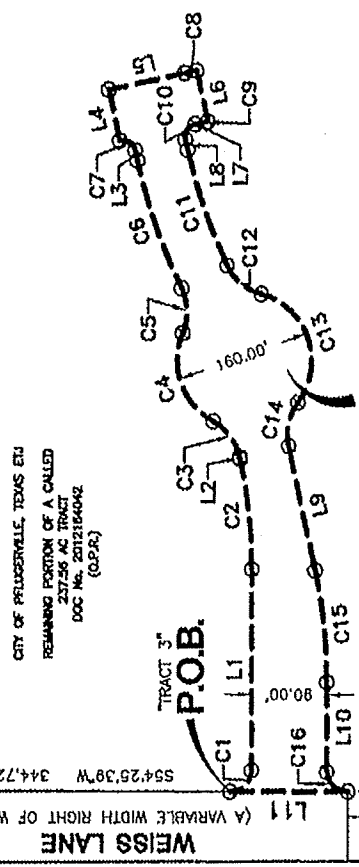
**PAPE-DAWSON
 ENGINEERS**

PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 4999
 PHONE: 512-264-8871
 FAX: 512-264-8887
 10000 W. STATE ST. SUITE 200 WEST
 AUSTIN, TEXAS 78757
 DATE: 5/23/2013
 DRAWN BY: J. VAUGHAN
 CHECKED BY: J. VAUGHAN
 DATE: 5/23/2013
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- LEGEND:**
- DR DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - FIR FOUND 1/2" IRON ROD
 - Ø YELLOW CAP-PAPE-DAWSON

**JOHN C. BRAY
 SURVEY NO. 10
 ABSTRACT 73**



**TRACT 3
 1.683 ACRES
 (73,313 SQUARE FEET MORE OR LESS)**

SHEET 1 OF 1
 JOB No.: 50703-50

REvised: 5/22/13 & 5/23/13
 MAY 10, 2013

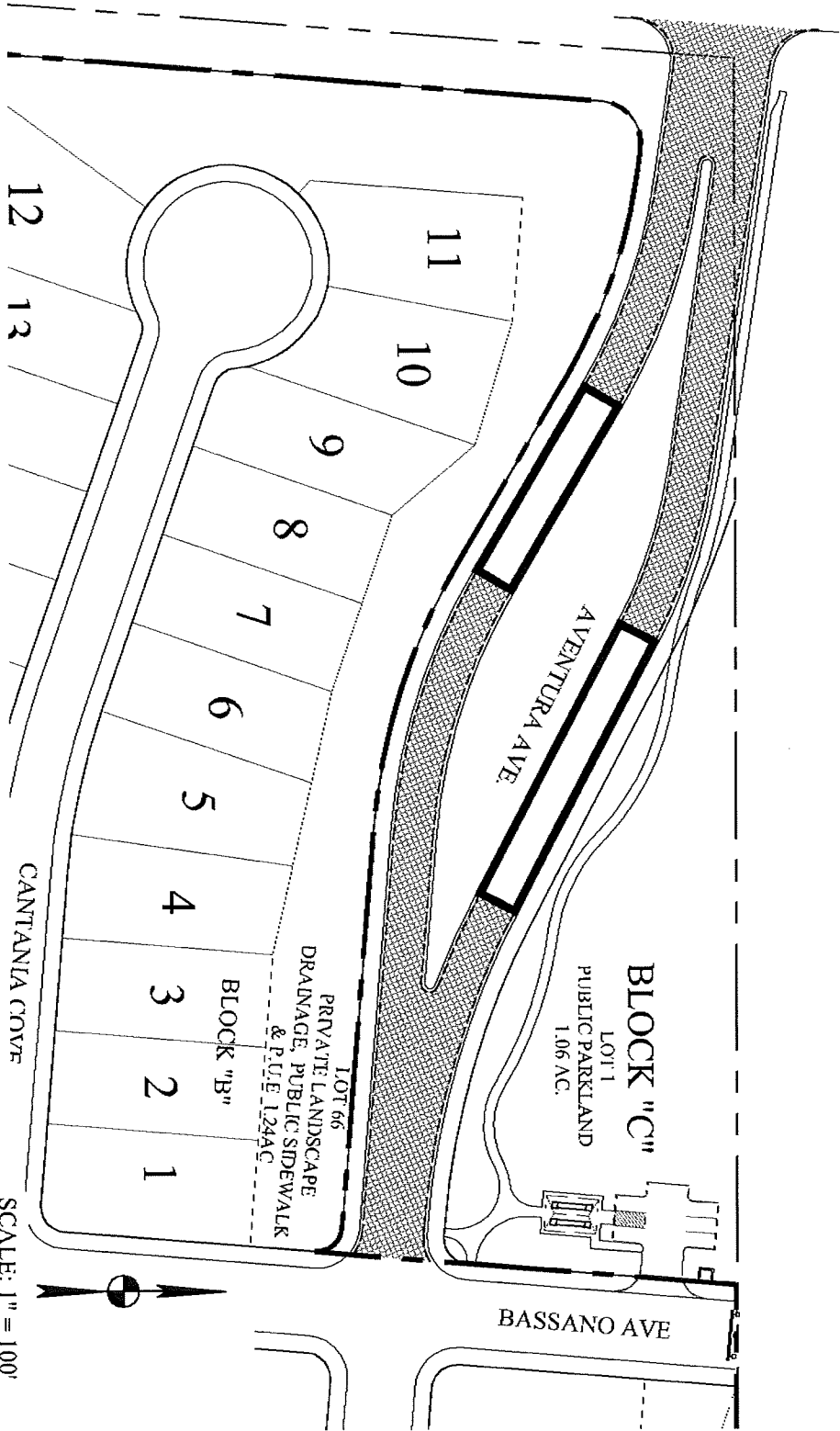


EXHIBIT A-1
SORRENTO PHASE 1

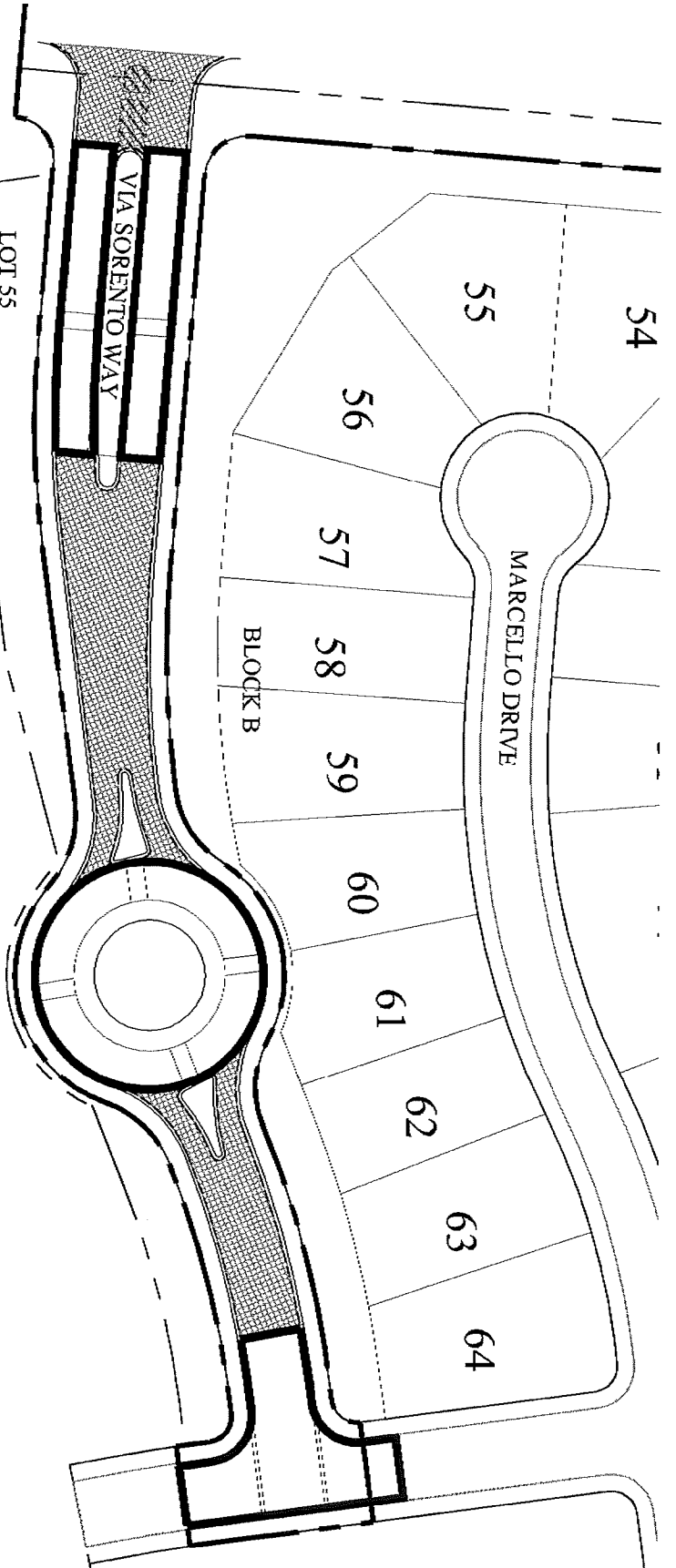
PAPE-DAWSON
ENGINEERS

7800 SHOUL CREEK BLVD
SUITE 220 WEST

AUSTIN TEXAS 78757

PHONE: 512.454.8714
FAX: 512.459.8897

 CITY STREET CURB & GUTTER
MAINTENANCE



PAPER-DAWSON
ENGINEERS

EXHIBIT A-1
 SORENTO PHASE 2

7800 SHOAL CREEK BLVD
 SUITE 720 WEST

AUSTIN TEXAS 78757

PHONE: 512.454.8711
 FAX: 512.459.8807

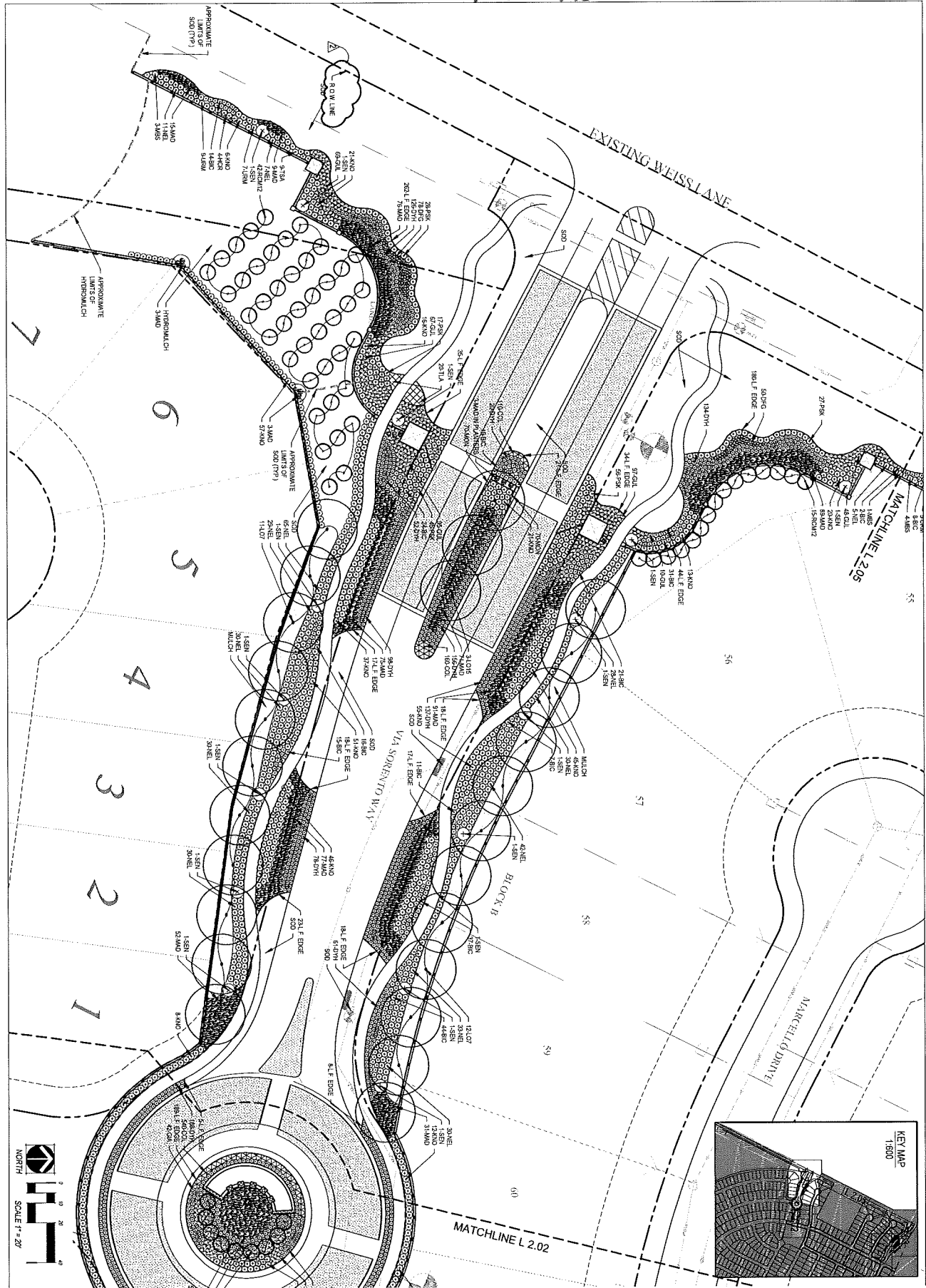
 CITY STREET CURB & GUTTER
 MAINTENANCE

SCALE: 1" = 100'



EXHIBIT "B"

CHECKED BY
DRAWN BY



OWNER:
SORENTO MASTER PLAN, LLC
3344 S. SORRENTO WAYS
NEWPORT BEACH, CA 92660
MM - 10/13/13 - 11/15/13
MM - 10/13/13 - 11/15/13

DATE:
January 2, 2014

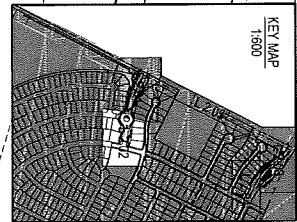
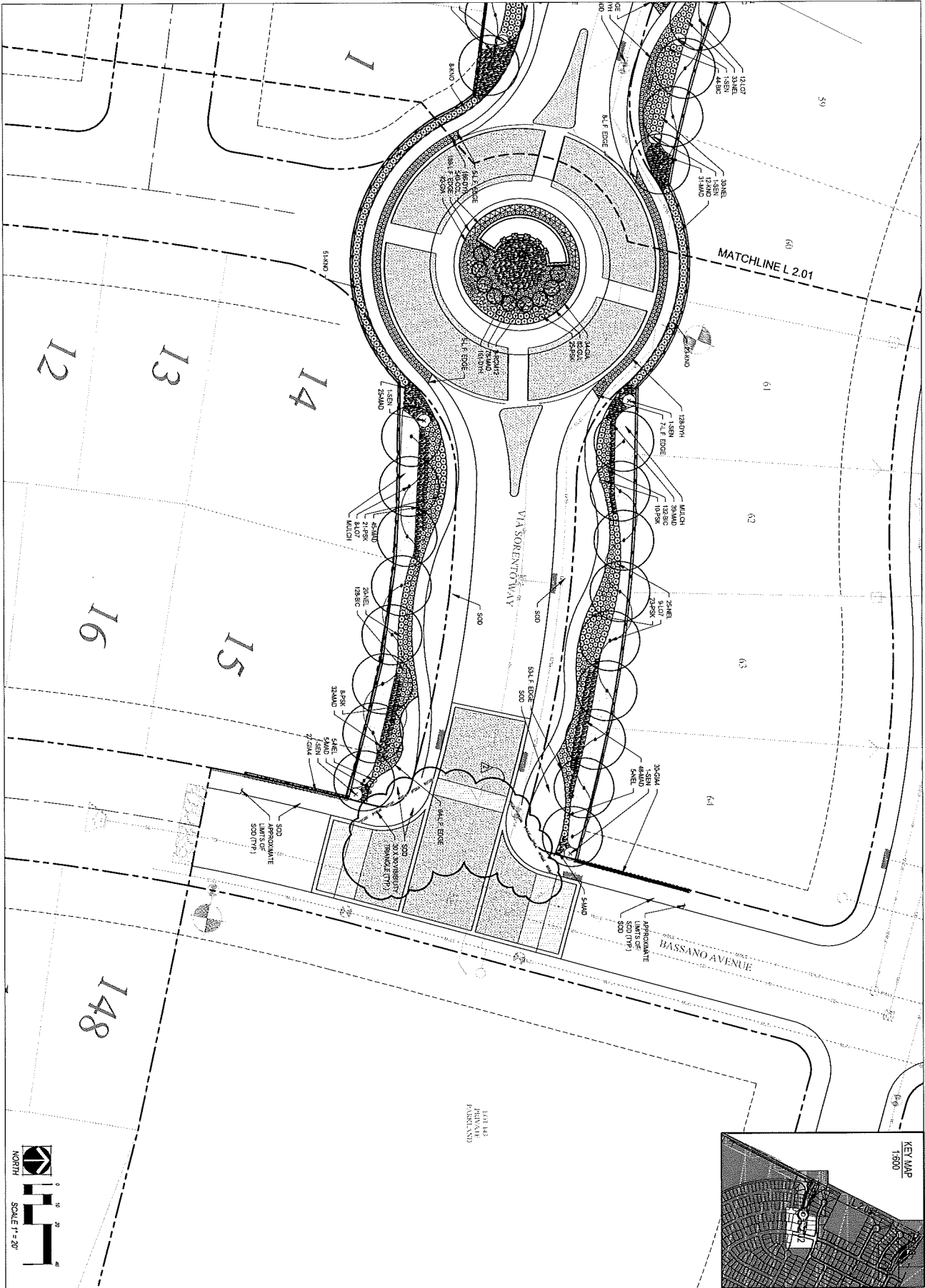
APPROVED FOR
CONSTRUCTION:
A. L. KISHENSKI, 2

SHEET TITLE:
SOFTSCAPE
PLAN

SHEET NUMBER:
L 201

SORENTO MASTER PLAN
LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT 17
PFLUGERVILLE, TEXAS

NORDEN DESIGN
Professional Landscape Architecture
3201 Orange Street
Austin, TX 78741
P 512.281.1388
F 512.281.2878
www.norden-design.com



SORENTO MASTER PLAN
LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT 17
PFLUGERVILLE, TEXAS

OWNER:
DOMINIO HOLDINGS, INC.
3340 JONATHAN PLAZA
NEWPORT BEACH, CALIFORNIA
92645
MR. THOMAS J. BELLY

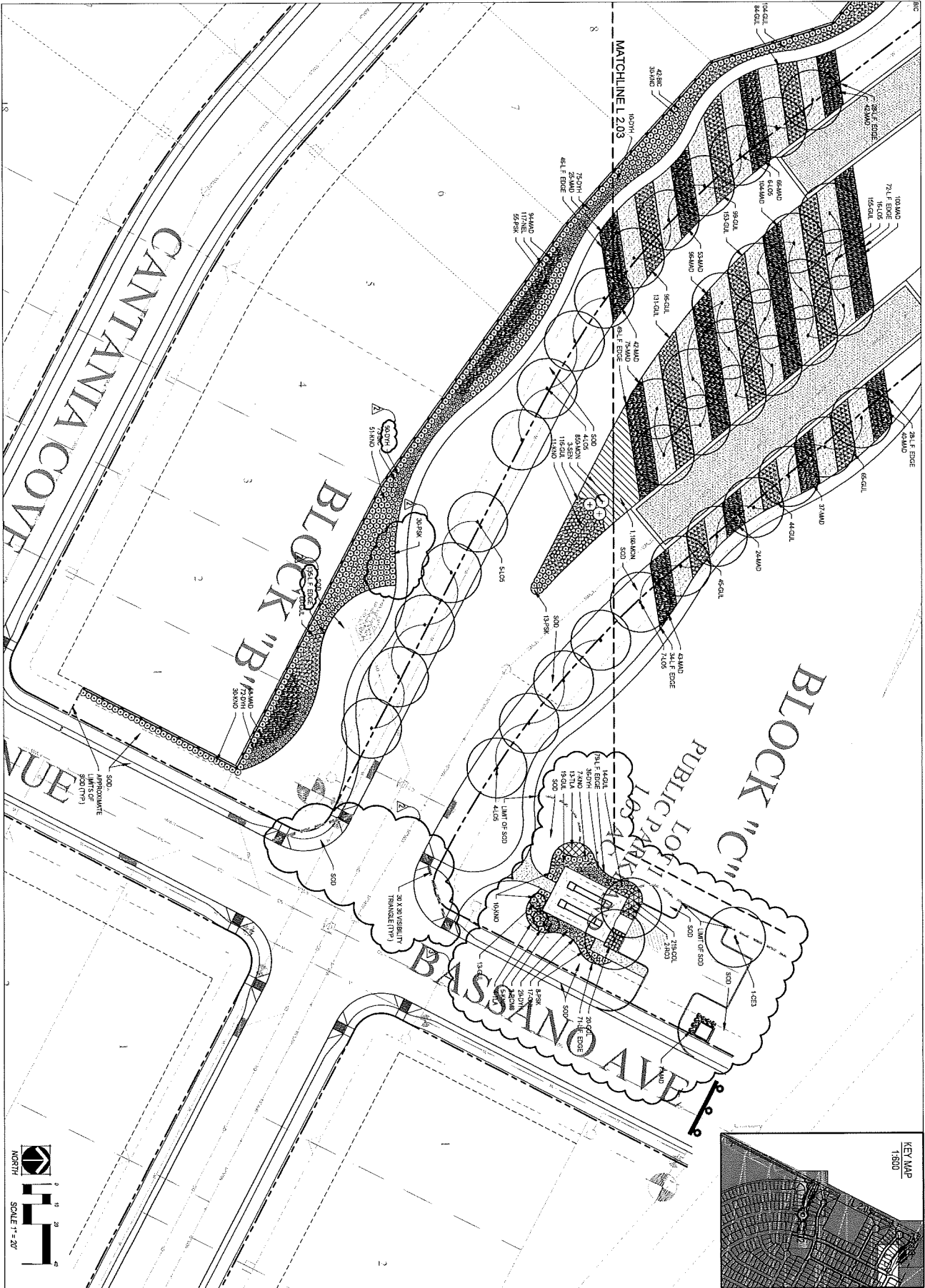
DATE:
January 2, 2014

CONSTRUCTION
A. TOP DIMENSION 2

SHEET TITLE:
SOFTSCAPE
PLAN
SHEET NUMBER:
L 202

JKD
JENNIFER KENNEDY DESIGN
2011 Oxford Street
Austin, Texas 78722
P 512.500.1888
F 512.567.2979
www.jkd-design.com

CHECKED BY
DRAWN BY



SHEET NUMBER:
L 2.04

SHEET TITLE:
SOFTSCAPE
PLAN

DATE:
January 31, 2014

OWNER:
SORENTO MASTER PLAN, LLC
3340 JOHNSON BLVD
NEWPORT BEACH, CA 92660
WWW.SORENTO.COM

SORENTO MASTER PLAN
LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT 17
PFLUGERVILLE, TEXAS

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F 512.537.7879
www.norrisdesign.com