

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 **Mountain Creek HOA**, a Texas non-profit corporation (the "**Association**").

RECITALS:

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

WHEREAS; the "Mountain Creek HOA" was created to administer the affairs of Mountain Creek Subdivision pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of Mountain Creek Subdivision(the "Restrictions") recorded under Document No. 13281-0977-1004 of the Official Public Records of Travis County, Texas, October 2, 1998 as amended, and has the authority to levy assessments against the lots within Mountain Creek Subdivision to provide a permanent source of funding for the ASSOCIATION to pay for installation and maintenance of monuments within the public rights-of-way; and

WHEREAS; In accordance with the Restrictions the ASSOCIATION is authorized to maintain the monuments within the public rights-of-way within Mountain Creek Subdivision and is further authorized to maintain other property within Mountain Creek Subdivision; including maintenance of monuments within the public-rights-of-way; and

WHEREAS; since the date of recordation of the Restrictions public rights-of-way for streets have been dedicated to the CITY, in trust for the public within those portions of Mountain Creek Subdivision that are included within a subdivision plats recorded under Document No. 199900287, Vol 101 page 23 and Vol 101, page 21 of the Official Public Records of Travis County, Texas that have been approved by the City of Pflugerville in accordance with Texas Local Government Code Section 212.005, as more particularly described on **Exhibit A** attached hereto; and

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

WHEREAS; the ASSOCIATION has requested that the CITY grant it a license to install and maintain monuments within portions of the Public Rights-of-Way for the beautification of Mountain Creek Subdivision; and

WHEREAS; the Association acknowledges and agrees that no monuments 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 each were set out herein.

2. STREET RIGHTS-OF-WAY (public R-O-W)

2.1. License granted subject to CITY approval. Subject to the review and approval requirements set out in Section 2.2, immediately below, the CITY grants the ASSOCIATION the specific license, permission, authorization and right, at the sole cost and expense of the ASSOCIATION, to construct, install, place, operate, maintain, repair, upgrade, replace and remove monuments and maintain the monuments, including the right to provide maintenance and upkeep, that may be located on or within the rights-of-way of all streets located within Mountain Creek Subdivision that have been dedicated as public streets as of the date of this Agreement as set forth on Exhibit A attached hereto.

2.2 Review and approval. The ASSOCIATION is not authorized to, and shall not, install any monuments, or otherwise enter any public rights-of-way, within Mountain Creek Subdivision, for any purpose under this License, without submitting all plans for the monuments 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 monuments 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 monuments as it may determine within such public street rights-of-way, and shall be solely responsible for the operation, maintenance, repair, removal and/or replacement of the monuments that it may elect to construct and install within the public street rights-of-way.

2.4 Maintenance. The ASSOCIATION shall be solely responsible for the maintenance of the monuments to prevent damage to public streets and infrastructure. If damages to the public infrastructure occur as a result of poorly constructed and maintained

monuments, the ASSOCIATION shall make payment to the City for full reimbursement of all costs the City incurs repairing such damages to the public infrastructure. When maintenance occurs by the ASSOCIATION or its contractors, traffic control measures shall be utilized in conformance with the Texas Manual on Uniform Traffic Control Devices.

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

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

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

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

3.4 NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE ABSOLUTE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY. THE ASSOCIATION SHALL REIMBURSE ALL COSTS INCURRED BY THE CITY IN THE CITY'S ENFORCEMENT OF THIS SECTION. SHOULD THE CITY INVOKE THE REMEDIES PROVIDED IN THIS SECTION THE CITY MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON A DETERMINATION, IN THE CITY'S SOLE DISCRETION, THAT THE IMPROVEMENTS OR A PORTION OF THEM CONSTITUTE A DANGER TO THE PUBLIC WHICH CANNOT TO BE REMEDIABLE BY ALTERATION OR MAINTENANCE THEREOF.

4. INSURANCE

4.1 Prior to the commencement of any work under this Agreement, the ASSOCIATION shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's City Manager, which shall be clearly labeled with the legal name of the Mountain Creek Subdivision 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 A-(VII), 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

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

4.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision, or modification of

particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The LICENSEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. The LICENSEE shall pay any costs incurred resulting from said changes.

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

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

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the CITY.
- Provide thirty (30) calendar days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

5. INDEMNIFICATION

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

5.2 IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY ASSOCIATION TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. ASSOCIATION FURTHER AGREES TO DEFEND, AT ITS OWN

EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

6. TERMINATION

6.1 Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION no sooner than 5 years after the effective date of this agreement by delivering written notice of termination to the CITY not later than 365 days before the effective date of termination.

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

- (a) The Improvements or a portion of them interfere with the CITY's use of the Licensed Property.
- (b) Use of the Licensed Property becomes necessary for a public purpose, (the city may remove landscaping installed by the Association without terminating this Agreement pursuant to Section 3.4 herein.)
- (c) Despite 30 days written notice, the ASSOCIATION fails to maintain or make necessary alterations to prevent deterioration of the aesthetic integrity of the landscaping; or
- (d) The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

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

7. ASSIGNMENT

7.1 The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the CITY, which may be withheld for any

reason. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the CITY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

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

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

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

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

8.5 Notice. Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City, City of Pflugerville; Attn. City Manager, P.O. Box 589, Pflugerville, TX 78691

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

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

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

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

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

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

By: _____
Brandon E. Wade, City Manager

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

LICENSEE:

MOUNTAIN CREEK HOME OWNERS ASSOCIATION

By: John Thomas

Name: John Thomas

Title: President

Address: 205 Settlers Valley

City: Pflugerville

St/Zip: 78660

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

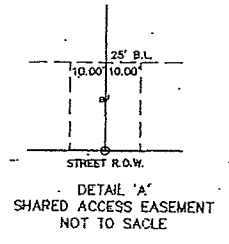
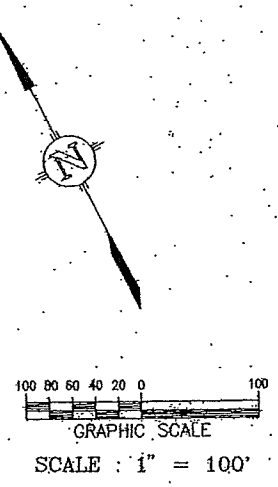
EXHIBIT A

Licensed Areas

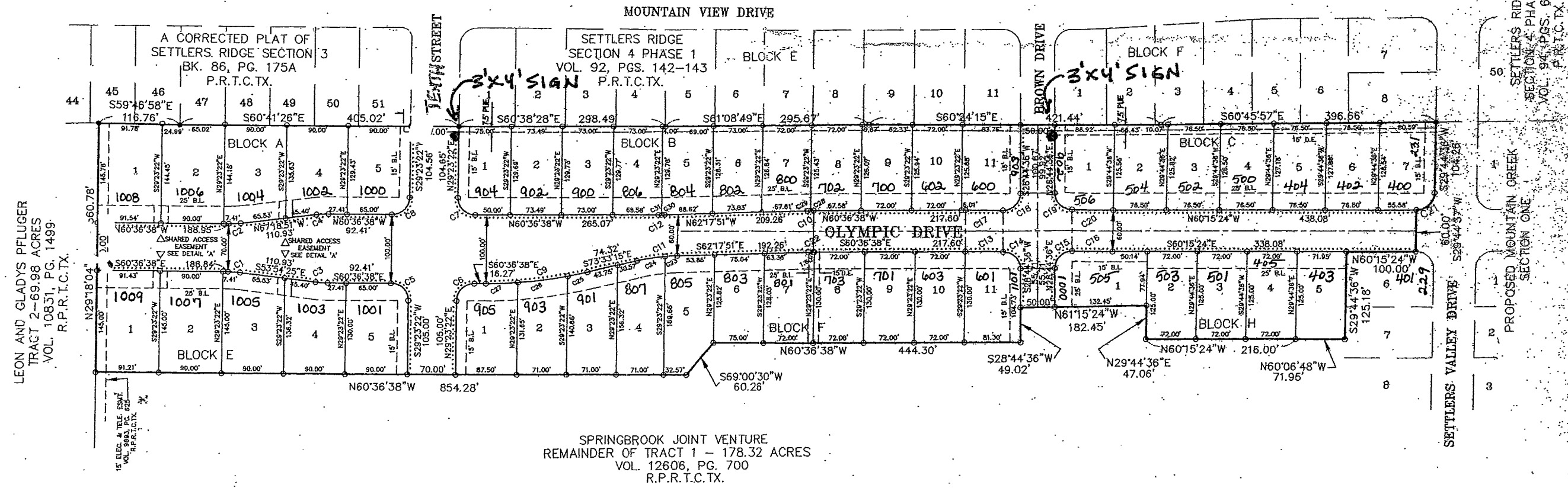
101 23

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	150.00'	17.55'	8.78'	17.54'	S57°15'32"E	08°42'13"
C2	150.00'	17.55'	8.78'	17.54'	N63°57'44"W	08°42'13"
C3	150.00'	17.55'	8.78'	17.54'	S57°15'32"E	08°42'13"
C4	150.00'	17.55'	8.78'	17.54'	N63°57'44"W	08°42'13"
C5	25.00'	39.27'	25.00'	35.36'	S15°36'38"E	90°00'00"
C6	25.00'	39.27'	25.00'	35.36'	N74°23'22"E	90°00'00"
C7	25.00'	39.27'	25.00'	35.36'	N13°36'38"W	90°00'00"
C8	25.00'	39.27'	25.00'	35.36'	S74°23'22"W	90°00'00"
C9	550.00'	146.84'	73.73'	146.83'	S67°04'57"E	12°56'37"
C10	300.00'	8.83'	4.42'	8.83'	S61°27'14"E	01°41'13"
C11	300.00'	58.94'	29.57'	58.86'	N67°56'33"W	11°15'25"
C12	300.00'	8.83'	4.42'	8.83'	S61°27'14"E	01°41'13"
C13	1470.00'	54.85'	27.43'	54.84'	S60°01'26"E	02°08'16"
C14	25.00'	39.27'	25.00'	35.36'	S16°15'24"E	90°00'00"
C15	25.00'	39.27'	25.00'	35.36'	N73°44'36"E	90°00'00"
C16	1530.00'	58.71'	29.36'	58.71'	S59°24'02"E	02°11'55"
C17	1530.00'	54.17'	27.09'	54.17'	S60°00'38"E	02°01'43"
C18	25.00'	39.27'	25.00'	35.36'	N73°44'36"E	90°00'00"
C19	25.00'	39.27'	25.00'	35.36'	S16°15'24"E	90°00'00"
C20	1470.00'	59.76'	29.88'	59.75'	S59°25'28"E	02°19'45"
C21	25.00'	39.27'	25.00'	35.36'	S74°44'36"E	90°00'00"
C22	249.00'	7.07'	3.53'	7.07'	S61°27'14"E	01°41'13"
C23	300.00'	17.19'	8.59'	17.19'	N63°56'20"W	03°18'68"
C24	300.00'	41.75'	20.91'	41.72'	N69°34'02"W	07°56'28"
C25	650.00'	28.96'	14.48'	28.86'	N72°16'40"W	02°33'09"
C26	650.00'	71.61'	35.84'	71.57'	N67°50'44"W	06°18'43"
C27	650.00'	46.28'	23.15'	46.27'	N62°39'00"W	04°04'45"
C28	300.00'	4.42'	2.21'	4.42'	N61°01'56"W	00°50'37"
C29	300.00'	4.42'	2.21'	4.42'	N61°02'35"W	00°50'35"
C30	300.00'	4.42'	2.21'	4.42'	N61°02'35"W	00°50'38"
C31	300.00'	4.42'	2.21'	4.42'	N61°01'56"W	00°50'37"

- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - B.L. BUILDING LINE
 - D.E. DRAINAGE EASEMENT
 - D.R.T.C.TX. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - R.P.R.T.C.TX. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - △ SHARED ACCESS EASEMENT



ALEXANDER WALTERS SURVEY NO. 67
TRAVIS COUNTY, TEXAS



SPRINGBROOK JOINT VENTURE
REMAINDER OF TRACT 1 - 178.32 ACRES
VOL. 12606, PG. 700
R.P.R.T.C.TX.

APR 13 1998



4029 Capital of Texas Highway, So.
Brodie Oaks Professional Plaza, Suite 125
Austin, Texas 78704
(512) 447-0578
Fax: (512) 928-3020

PROJECT: HUFFCUT & ASSOC. INC.
MOUNTAIN CREEK SECTION TWO
JOB NUMBER: 97051-03
DATE: MAY 1997
SCALE: 1" = 100'
SURVEYOR: R.ROY
TECHNICIAN: K.McNEASE
DRAWING: 97051-01
FIELD NOTES: N/A
PARTY CHIEF: M.BELLAIRE, D.LEHMAN
FIELD BOOKS: 563, 568

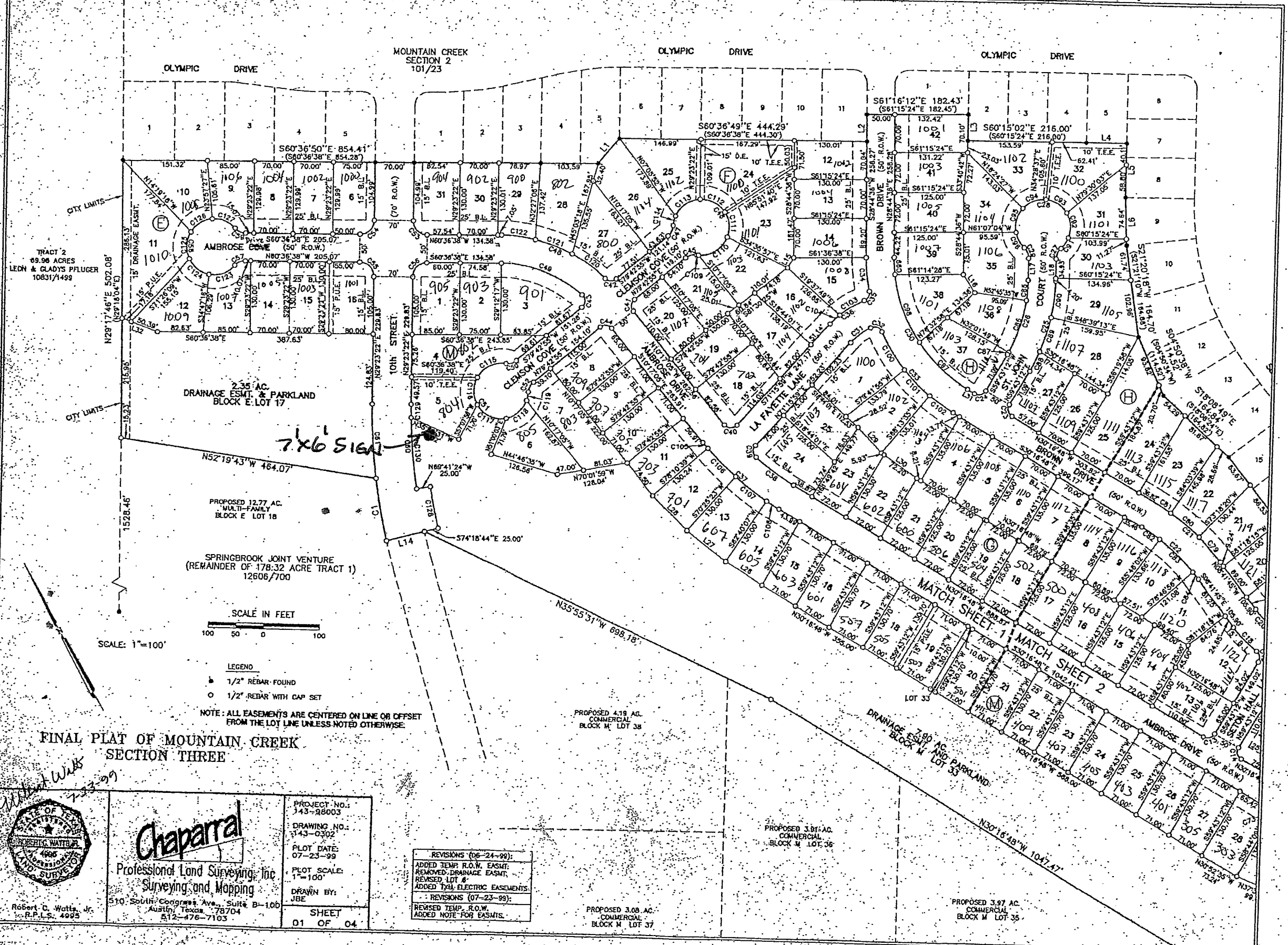
**FINAL PLAT OF
MOUNTAIN CREEK
SECTION TWO**

REVISIONS			
NO.	DATE	DESCRIPTION	BY
2	12-11-97	ADDRESSED CITY OF PFLUGERVILLE COMMENTS	JPR
1	11-25-97	ADDRESSED CITY OF PFLUGERVILLE COMMENTS	JPR

**SHEET
1
OF
2**

\$106 9/28/99

199900287



TRACT 2
69.96 ACRES
LEON & GLADYS PFLUGER
10831/1499

2.35 AC.
DRAINAGE ESMT. & PARKLAND
BLOCK E LOT 17

PROPOSED 12.77 AC.
MULTI-FAMILY
BLOCK E LOT 18

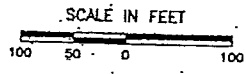
SPRINGBROOK JOINT VENTURE
(REMAINDER OF 178.32 ACRE TRACT 1)
12606/700

PROPOSED 4.19 AC.
COMMERCIAL
BLOCK M LOT 38

PROPOSED 3.815 AC.
COMMERCIAL
BLOCK M LOT 36

PROPOSED 3.97 AC.
COMMERCIAL
BLOCK M LOT 35

SCALE: 1"=100'

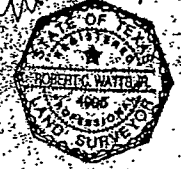


LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET

NOTE: ALL EASEMENTS ARE CENTERED ON LINE OR OFFSET FROM THE LOT LINE UNLESS NOTED OTHERWISE.

FINAL PLAT OF MOUNTAIN CREEK SECTION THREE



Robert C. Watts, Jr.
R.P.L.S. 4686

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

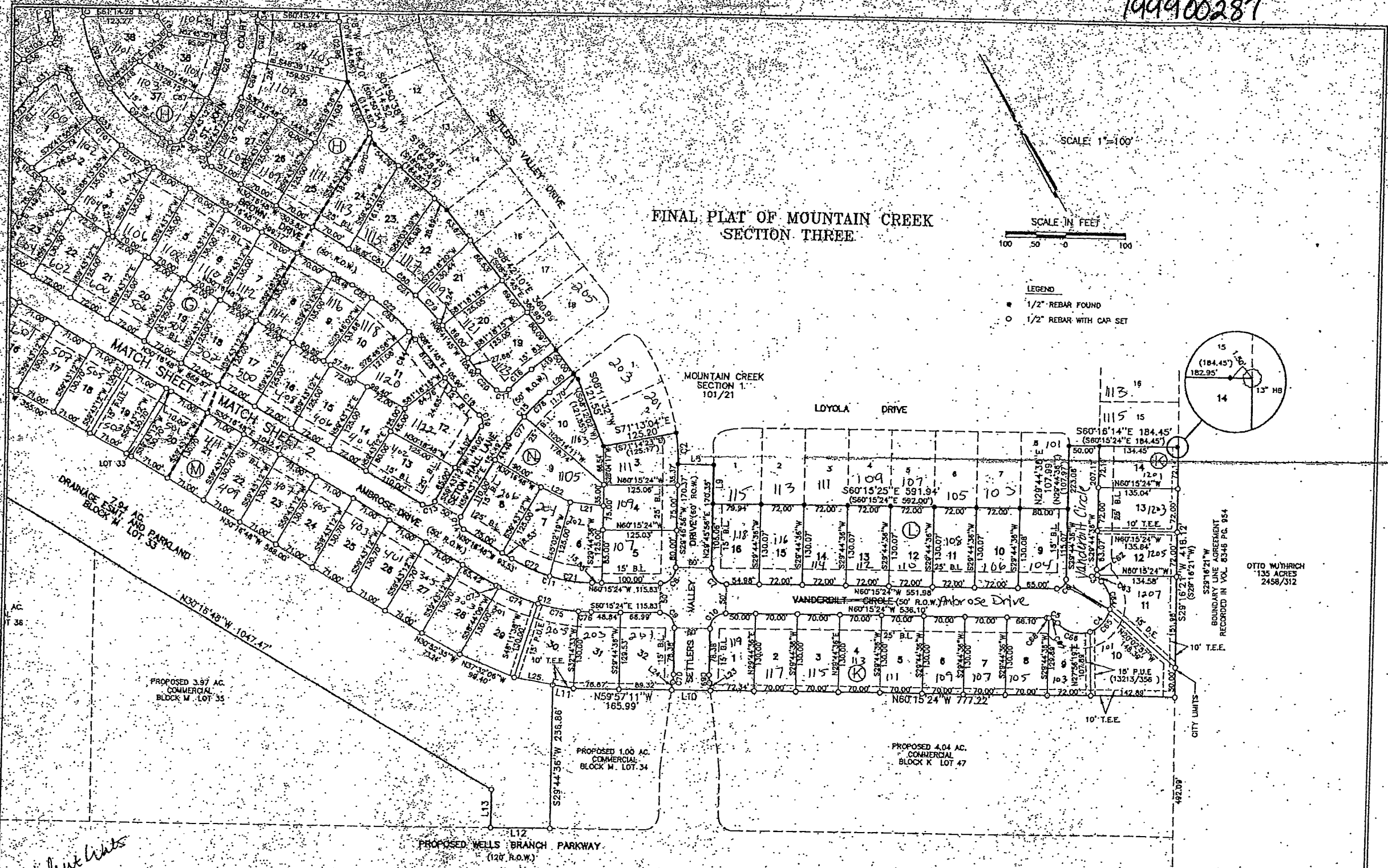
510 South Congress Ave., Suite B-100
Austin, Texas 78704
512-476-7103

PROJECT NO.: 143-98003
DRAWING NO.: 143-0302
PLOT DATE: 07-23-99
PLOT SCALE: 1"=100'
DRAWN BY: DJE
SHEET 01 OF 04

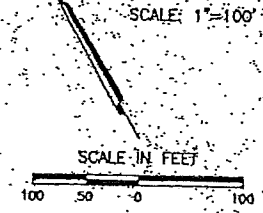
REVISIONS (06-24-99):
ADDED TEMP. R.O.W. EASMT.
REMOVED DRAINAGE EASMT.
REMOVED LOT #
ADDED 1/2" ELECTRIC EASEMENTS.
REVISIONS (07-23-99):
REMOVED TEMP. R.O.W.
ADDED NOTE FOR EASMTS.

PROPOSED 3.08 AC.
COMMERCIAL
BLOCK M LOT 37

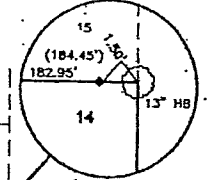
199900287



FINAL PLAT OF MOUNTAIN CREEK SECTION THREE



- LEGEND
- 1/2" REBAR FOUND
 - 1/2" REBAR WITH CAP SET



OTTO WUTHRICH
135 ACRES
2458/312

PHOTOGRAPHIC MEASUREMENT

Robert C. Walla
6-25-99

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

210 South Congress Ave., Suite B-100
Austin, Texas 78704
512-478-7103

PROJECT NO.: 143-98003
DRAWING NO.: 143-0302
PLOT DATE: 06-24-99
PLOT SCALE: 1"=100'
DRAWN BY: JBE

SHEET 02 OF 04

NOTE: ALL EASEMENTS ARE CENTERED ON LOT LINE OR OFFSET FROM THE LOT LINE UNLESS NOTED OTHERWISE.

ADD NOTE FOR ESMT. REVISIONS (06-24-99):
ADDED 15' P.U.E. EAST. REMOVED DRAINAGE EASMT. REVISED LOT # ADDED TXU ELECTRIC EASEMENTS

SPRINGBROOK JOINT VENTURE (REMAINDER OF 178.32 ACRE TRACT 1) 12806/700

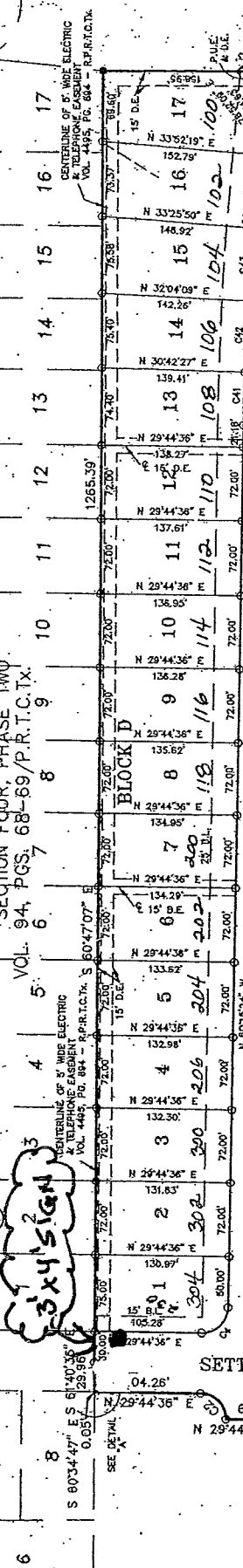
SECTION FOUR, PHASE TWO

SETTLERS RIDGE
SECTION FOUR, PHASE TWO
VOL. 94, PGS. 68-69/P.R.T.C.TX.

101 21

3'x4' SIGN

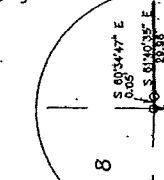
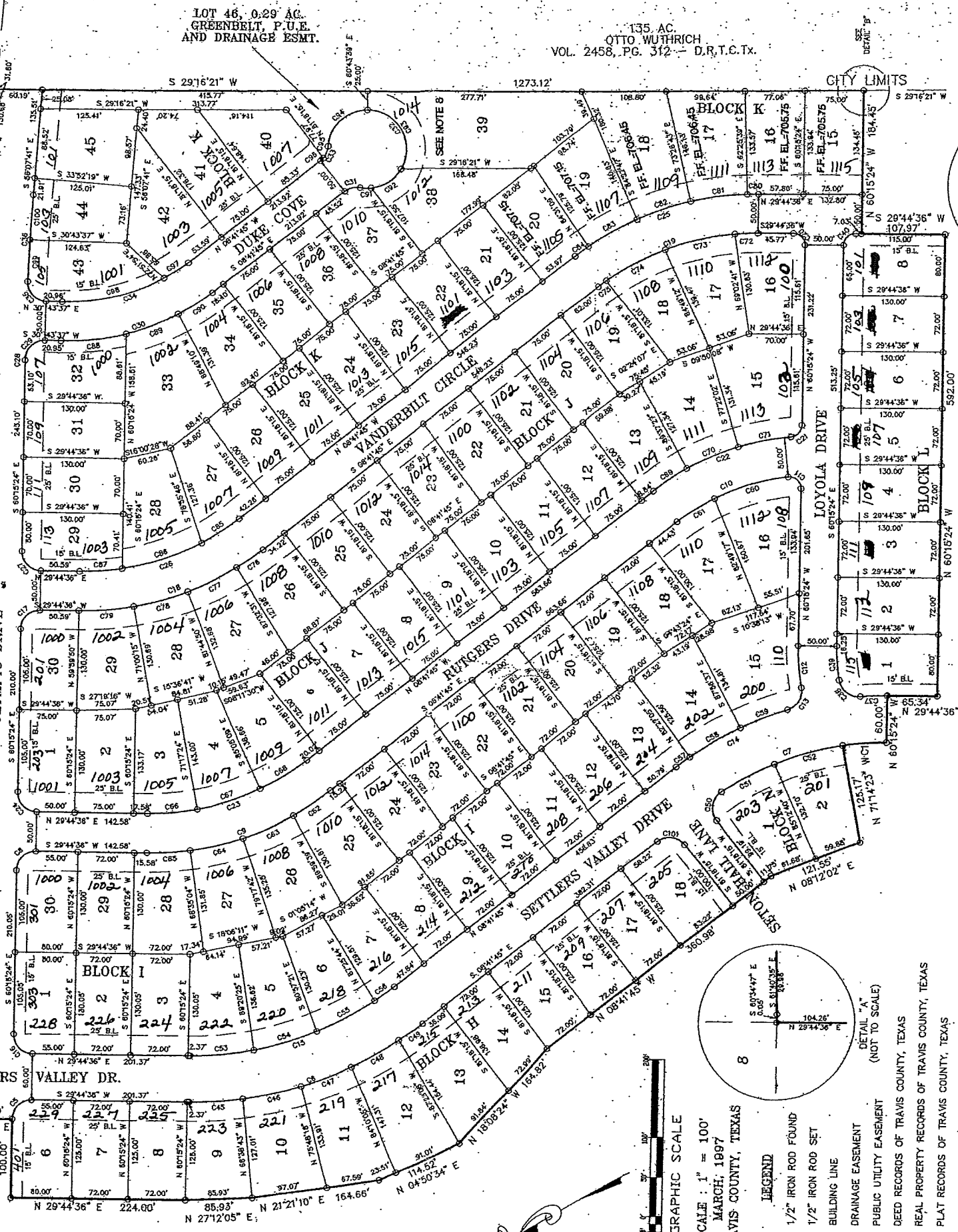
101 21



LOT 46, 0.29 AC.
GREENBELT, P.U.E.
AND DRAINAGE ESMT.

135 AC.
OTTO WUTTRICH
VOL. 2458, PG. 312 - D.R.T.C.TX.

SPRINGBROOK JOINT VENTURE
VOL. 12606, PGS. 700 - R.P.R.T.C.TX.
TRACT 1 - 178.32 ACRES



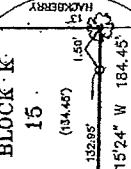
GRAPHIC SCALE
SCALE: 1" = 100'
MARCH, 1997
TRAVIS COUNTY, TEXAS

- LEGEND
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - B.L. BUILDING LINE
 - D.E. DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT

D.R.T.C.TX. DEED RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.TX. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.TX. PLAT RECORDS OF TRAVIS COUNTY, TEXAS

EASEMENT NOTE:
THERE SHALL BE A 10' WIDE P.U.E.
ALONG ALL LOT LINES ADJOINING THE
STREETS IN THIS SUBDIVISION.

SPRINGBROOK JOINT VENTURE
VOL. 12606, PGS. 700 - R.P.R.T.C.TX.
TRACT 1 - 178.32 ACRES



CURVE	CHORD	BEARING	DATA
C1	330.00'	N 89°45'00" E	0.8717
C2	330.00'	N 89°45'00" E	0.8717
C3	330.00'	N 89°45'00" E	0.8717
C4	330.00'	N 89°45'00" E	0.8717
C5	330.00'	N 89°45'00" E	0.8717
C6	330.00'	N 89°45'00" E	0.8717
C7	330.00'	N 89°45'00" E	0.8717
C8	330.00'	N 89°45'00" E	0.8717
C9	330.00'	N 89°45'00" E	0.8717
C10	330.00'	N 89°45'00" E	0.8717
C11	330.00'	N 89°45'00" E	0.8717
C12	330.00'	N 89°45'00" E	0.8717
C13	330.00'	N 89°45'00" E	0.8717
C14	330.00'	N 89°45'00" E	0.8717
C15	330.00'	N 89°45'00" E	0.8717
C16	330.00'	N 89°45'00" E	0.8717
C17	330.00'	N 89°45'00" E	0.8717
C18	330.00'	N 89°45'00" E	0.8717
C19	330.00'	N 89°45'00" E	0.8717
C20	330.00'	N 89°45'00" E	0.8717
C21	330.00'	N 89°45'00" E	0.8717
C22	330.00'	N 89°45'00" E	0.8717
C23	330.00'	N 89°45'00" E	0.8717
C24	330.00'	N 89°45'00" E	0.8717
C25	330.00'	N 89°45'00" E	0.8717
C26	330.00'	N 89°45'00" E	0.8717
C27	330.00'	N 89°45'00" E	0.8717
C28	330.00'	N 89°45'00" E	0.8717
C29	330.00'	N 89°45'00" E	0.8717
C30	330.00'	N 89°45'00" E	0.8717

CURVE	CHORD	BEARING	DATA
C31	330.00'	N 89°45'00" E	0.8717
C32	330.00'	N 89°45'00" E	0.8717
C33	330.00'	N 89°45'00" E	0.8717
C34	330.00'	N 89°45'00" E	0.8717
C35	330.00'	N 89°45'00" E	0.8717
C36	330.00'	N 89°45'00" E	0.8717
C37	330.00'	N 89°45'00" E	0.8717
C38	330.00'	N 89°45'00" E	0.8717
C39	330.00'	N 89°45'00" E	0.8717
C40	330.00'	N 89°45'00" E	0.8717
C41	330.00'	N 89°45'00" E	0.8717
C42	330.00'	N 89°45'00" E	0.8717
C43	330.00'	N 89°45'00" E	0.8717
C44	330.00'	N 89°45'00" E	0.8717
C45	330.00'	N 89°45'00" E	0.8717
C46	330.00'	N 89°45'00" E	0.8717
C47	330.00'	N 89°45'00" E	0.8717
C48	330.00'	N 89°45'00" E	0.8717
C49	330.00'	N 89°45'00" E	0.8717
C50	330.00'	N 89°45'00" E	0.8717

APR 13 1998
FINAL PLAT

MOUNTAIN CREEK
SECTION ONE

PROJECT: HUFFCO & ASSOCIATES, INC.
JOB NUMBER: MOUNTAIN CREEK SECTION ONE
DATE: FEBRUARY 02, 1998
SCALE: 1" = 100'
SURVEYOR: S.A. BOY
TECHNICIAN: B.D. HENSCHKE
DRAWING: MCI-1
PREPARED BY:
CHECKED BY:
DATE: 02/19/98

4002 Capital of Texas Highway, Ste. 200
Brookside Oaks Professional Plaza, Suite 126
Austin, Texas 78704
Phone: (512) 252-8025

