

**THIRD AMENDMENT  
TO THE DEVELOPMENT AGREEMENT  
REGARDING BOHLS NORTH AND PCDC TRACTS**

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This Third Amendment to the Development Agreement (the "Third Amendment") is made and entered into as of the last date of execution below, by and between The City of Pflugerville, Texas ("City") and Sorento Holdings 2012 LLC, a Texas limited liability company ("Developer").

WHEREAS, the City, 130 Cactus Investment, LP, a Texas limited partnership (the "Prior Developer"), and Tejas Viejo Land Company, a Texas corporation (the "Development Partner"), entered into a Development Agreement on May 9, 2006 (the "Development Agreement") to be made effective as of October 25, 2005 for development of approximately 1,500 acres that lie partially inside the City's corporate limits and extraterritorial jurisdiction and partially outside the City's jurisdiction; and

WHEREAS, the City, the Prior Developer, and the Development Partner entered a First Amendment to the Development Agreement on August 29, 2006 (the "First Amendment"); and

WHEREAS, the Development Partner assigned all of its right, title, interest and obligations in and to the Development Agreement and the First Amendment to the Prior Developer pursuant to that certain Assignment of Rights dated October 19, 2006 (the "Partner Assignment"), which assignment was approved by the City in the Second Amendment (as defined below); and

WHEREAS, the City and the Prior Developer entered a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts on December 23, 2008 (the "Second Amendment"); and

WHEREAS, the Prior Developer assigned all of its right, title and interest in and to the Development Agreement, the First Amendment, the Second Amendment and the Partner Assignment (collectively, the "Agreement"), as such documents relate to the real property described on Exhibit A attached hereto (the "Property"), to Developer pursuant to that certain Assignment of Development Agreement dated September 28, 2012, which assignment was consented to by the City in a separate consent document; and

WHEREAS, the City and the Developer (collectively, the "Parties") desire to further amend the Agreement only as it affects the Property to reflect further agreements concerning subdivision, land usage, and site development on the Property.

NOW THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City hereby agree as follows:

1. Property Land Plan. The Parties agree that the land plan for the Property attached to the Second Amendment as Attachment 2 is hereby replaced in its entirety by Attachment 1 attached hereto, and the same shall serve as the land plan for the Property, as such land plan may be amended from time to time with the concurrence of a majority of the City Council of the City and the Developer, its successors and assigns. The Parties agree that any references to "Attachment 2" or "Land Plan" in the Second Amendment shall hereafter be deemed to mean and refer to the land plan attached as Attachment 1 to this Third Amendment.

2. Regulating Plan. The Parties agree that the regulating plan for the Property attached to the Second Amendment as Attachment 3 is hereby replaced in its entirety by Attachment 2 attached hereto, and the same shall serve as the regulating plan for the Property, as such regulating plan may be amended from time to time with the concurrence of a majority of the City Council of the City and the Developer, its successors and assigns. The Parties agree that any references to "Attachment 3" or "Regulating Plan" in the Second Amendment shall hereafter be deemed to mean and refer to the regulating plan attached as Attachment 2 to this Third Amendment.

3. Miscellaneous.

a. Entire Agreement. This Third Amendment, together with the Agreement, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all parties. The Third Amendment shall supersede any conflicting provision of the Agreement, the First Amendment, or the Second Amendment; and, to the extent that the Agreement, the First Amendment or the Second Amendment does not conflict with this Third Amendment the same shall remain in full force and effect.

b. Binding Effect. This Third Amendment will extend to and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

c. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or PDF signature will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Third Amendment.

d. Governing Law. This Third Amendment will be governed by and construed in accordance with the laws of the State of Texas with venue in Travis County, Texas.

e. Representations and Warranties by Developer. If Developer is a corporation or a limited liability company, or limited partnership, Developer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Developer has been duly authorized to act for and bind Developer.

Developer acknowledges that the agreement may be terminated and payment may be withheld if this certification is inaccurate.

f. Payment of Debt or Delinquency to the Local or State Government.

Developer agrees that any payments owing to Developer under an agreement with the City may be applied directly toward any debt or delinquency that Developer owes the State of Texas, Travis County, Williamson County, the City or any other political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

g. Child Support Certification. Developer hereby certifies that none of the

officers of the corporation or partners of the partnership are delinquent in their court ordered child support obligations and shall acknowledge that any agreement with the city may be terminated and payment may be withheld if this certification is inaccurate.

*[signatures to follow]*

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the last date set forth below.


CITY OF PFLUGERVILLE

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

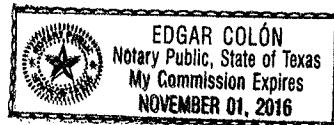
SORENTO HOLDINGS 2012 LLC,  
a Texas limited liability company

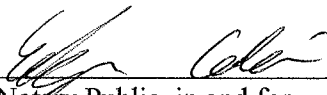
By:   
Printed Name: THOMAS J. REILLY  
Title: PRESIDENT  
Date: \_\_\_\_\_

STATE OF Texas §  
  §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 7<sup>th</sup> day of March 2013, by Thomas J. Reilly, the President of Sorento Holdings 2012 LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]



  
\_\_\_\_\_  
Notary Public, in and for  
the State of Texas

**EXHIBIT A**

**Property Description**

**FIELD NOTES**

JOB NO: RA2007\_PROJECTS\70094-00\_The John Bray  
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 DATE: December 6, 2007  
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**119.023 ACRES**

All that certain tract or parcel of land situated in Travis County, Texas out of the John C. Bray Survey No. 10, Abstract No. 73, Travis County, Texas and being a portion of that tract described as 158.1 acres in a Deed of Gift to Edmund A. Randig, et ux, recorded in Volume 6870, Page 2077, Deed Records of Travis County, Texas which is all that tract described as 65.15 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180177, Official Public Records of Travis, Texas and being that tract described as 63.72 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180178, and further described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron pin found in the east margin of Weiss Lane, for the northwest corner of that tract described as 2.00 acres in a Warranty Deed granted to Tony Friesen, et ux, and recorded as Document No. 2000087383 of said Official Public Records, for the most westerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract, from which a 60d nail found in a wood fence corner post broken at ground level for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted Rebecca Talley and recorded in Volume 13357, Page 889, Real Property Records of Travis County, Texas, and the original southwest corner of said Randig (6870/2077) tract bears S 27°27'32" W 520.24 feet;

**THENCE**, N 27°07'18" E 833.46 feet with the east margin of Weiss Lane, a right-of-way of varying width, and the west line of said Pflugerville Community Development Corporation (#2004180177) tract adjacent to a wire fence, to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in said fence line for the northwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

**THENCE**, with the north line of this tract in the following three (3) courses:

1. S 67°16'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found in the east line of said Randig (6870/2077) tract for the northwest corner of that tract described as 10.00 acres in a General Warranty Deed granted to Dale F. Randig and recorded in Volume 13115, Page 987 of said Real Property Records;
2. S 27°39'04" W 206.95 feet with the west line of said Randig (13115/987) tract and the east line of said Randig (6870/2077) tract and said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southwest corner of said Randig (13115/987) tract;
3. S 62°37'32" E with the south line of said Randig [REDACTED] tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a 1/2" iron pin found for the northwest corner said Pflugerville Community Development Corporation (#2004180178) tract and for the northeast corner of said Pflugerville Community Development Corporation (#2004180177) tract with the north line of said Pflugerville Community Development Corporation (#2004180178) tract in all 1263.71 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a 1/2" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.18 feet;

**THENCE**, with the east line of this tract in the following thirty-three (33) courses:

1. S 33°08'35" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. S 1°14'39" E 59.99 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. S 11°48'56" E 31.06 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. S 23°36'11" E 35.08 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

**FIELD NOTES**

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5. S 12°31'01" E 23.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 26.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. S 44°13'36" E 29.57 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. S 46°29'18" E 33.37 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.84 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. S 16°28'18" E 35.98 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
11. S 5°51'07" E 50.03 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°58'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
13. S 6°13'17" W 23.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
14. S 14°42'16" W 30.36 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
15. S 0°00'00" W 21.73 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
16. S 18°32'24" E 24.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
17. S 1°34'35" E 43.40 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'36" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 81.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 16°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
21. S 25°49'43" W 41.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

**FIELD NOTES**

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22. S 14°54'28" W 19.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
23. S 2°46'58" E 26.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
24. S 18°22'47" E 44.41 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°58'12" E 49.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
26. S 22°25'47" E 46.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
27. S 20°08'37" E 51.69 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
28. S 9°30'15" E 85.45 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.87 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
30. S 28°47'41" E 32.00 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
31. S 37°57'00" E 37.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
32. S 55°22'59" E 13.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Pflugerville Community Development Corporation (#2004180178) tract;
33. S 27°28'44" W 287.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 80d nail found in a fence corner post for the occupied northeast corner of that tract described as 239.12 acres in an Executor's Deed granted to Herbert Bohls, et al, and recorded as Document No. 2003126589 of said Official Public Records, and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract and this tract;

THENCE, with the south line of this tract in the following five (5) courses:

1. N 62°36'47" W 2089.80 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin found for the southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract;
2. N 62°32'16" W 1593.45 feet continuing with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southeast corner of that tract described as 3 acres in a Warranty Deed granted to Susie Leverett, and recorded as Document No. 1999148172 of said Official Public Records, and for the most southerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;



**FIELD NOTES**

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3. N 27°22'43" E 520.55 feet with the east line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for an interior all corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;
4. N 62°35'55" W 251.07 feet with the north line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the northeast corner of said Friesen tract and the northwest corner of said Leverett tract;
5. N 62°32'40" W 334.59 feet with the north line of said Friesen tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to the point of Beginning and containing 118.023 acres of land within this metes and bounds description.

Bearings cited hereon based on grid north Texas State Plane Coordinate System (Central Zone)  
NAD 83(93)

*John Jeremy Miller 12-6-07*  
John Jeremy Miller, R.P.L.S. No. 5720  
Castleberry Surveying, Ltd.  
3813 Williams Drive, Suite 903  
Georgetown, Texas 78628



JJM/adm

All of that certain tract or parcel of land situated in Travis County, Texas, out of the J. B. Bray Survey No. 10, Abstract No. 73, and being a portion of that tract described as 79 acres of land (First Tract), all of that tract described as 120 acres of land (Second Tract), and all of that tract described as 41 acres of land (Third Tract) in a Warranty Deed granted to Julia Bohls Abers, dated January 8, 1987, and recorded in Volume 12115, Page 98, Real Property Records of Travis County, Texas, and further described by metes and bounds as follows:

BEGINNING at a fence corner post found in the north margin of Jesse Bohls Road and the east margin Weiss Lane, for the southwest corner of said Abers tract (First Tract) and this tract;

THENCE: along the east line of said Weiss Lane and the west line of this tract, the following two (2) courses,

1. N 27°42'08" E 358.19 feet to a fence post found,
2. N 27°33'06" E 2080.37 feet to a 60d nail found in a fence corner post, for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted to Rebecca Talley, dated January 25, 1999, and recorded in Volume 13357, Page 889, said real property records, and the northwest corner of said Abers Tract (First Tract) this tract;

THENCE: along the north line of this tract, the following four (4) courses,

1. S 62°31'40" E 335.11 feet along the south line of said Talley tract, to a ½" iron pipe found for the southwest corner of that tract described as 3.000 acres in a Warranty Deed with Vendor's Lien granted to Susie Leverett, dated December 1, 1999, and recorded as Document No. 1999148172, Official Public Records of Travis County, Texas, and the southeast corner of said Talley tract,
2. S 62°39'02" E 251.79 feet along the south line of said Leverett tract to a ½" iron pin found for the southwest corner of that tract described as 218.58 acres in a Substitute Trustee's Deed granted to Edmund Randig, et ux, dated December 5, 1989, and recorded in Volume 11080, Page 27, said real property records, and the southeast corner of said Leverett tract,
3. S 62°30'55" E 1592.94 feet along the south line of said Randig tract to a ½" iron pin found at a fence corner post, for the southwest corner of that tract described as 64 acres in a Warranty Deed granted to Chester C. Nelle, et al, dated May 29, 1985, and recorded in Volume 9185, Page 197, said real property records, and the southeast corner of said Randig tract,
4. S 62°37'00" E 2089.33 feet to a 60d nail found in a fence corner post, in the west line of that tract described as 97.680 acres granted to Allen Vorwerk, et al per the Travis County Tax Maps, no recorded description found, for the southeast corner of said Nelle tract and the northeast corner of said Abers tract (Second Tract) and this tract;

THENCE: along the east line of said Abers tract (Second Tract) and this tract, the following eight (8) courses,

1. S 27°48'55" W 503.49 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 27°00'26" W 570.57 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 27°06'39" W 258.56 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 28°05'46" W, at approximately 67.39 feet passing the northwest corner of that tract described as 2.00 acres in a Quitclaim Deed granted to Kathy G. Renaker, dated December 31, 2001, and recorded as Document No. 2002024428, said official public records, in all 126.76 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 27°15'36" W, at approximately 158.33 feet passing the southwest corner of said Renaker tract, in all 189.46 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. S 27°08'39" W 342.88 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
7. S 28°21'08" W 194.30 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 27°31'34" W 245.05 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the north margin of said Jesse Bohls Road, for the southwest corner of said Vorwerk tract and the southeast corner of said Abers tract (Second Tract) and this tract;

THENCE: along the north margin of Jesse Bohls Road and the south line of said Abers tract and this tract the following four (4) courses,

1. N 62°27'23" W 628.97 feet to a fence post found,
2. N 61°56'41" W 203.59 feet to a fence post found,
3. N 62°18'56" W 438.10 feet to a fence post found,
4. N 62°21'39" W 2028.61 feet to a fence post found,
5. N 62°36'36" W 975.73 feet to the Point of Beginning and containing 237.56 acres.

## Exhibit C

### FIELD NOTES FOR

A 151.795 acre, or 6,612,202 square feet more or less, tract of land comprised of a portion of a called 64.77 acre tract, and a called 14.41 acre tract, both recorded in Document No. 2009020762, a portion of a called 50.37 acre tract recorded in Document No. 2006011768, a portion of a called 62.58 acre tract and all of a called 16.60 acre tract both recorded in Document No. 2008011540 of an Official Public Records of Real Property of Travis County, Texas and conveyed to 130 Cactus Investments LP Travis County, Texas. Said 151.795 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

COMMENCING: At a found MAG-nail with shiner on the northeast right-of-way line of Weiss Lane, a variable width right-of-way, the west corner of a 1.00 acre tract recorded in Document No. 2007000293 of the Official Public records of Real Property of Travis County, Texas;

THENCE: N 27°34'39" E, along and with the northeast right-of-way line of said Weiss Lane, the northwest line of said 1.00 acre tract, a distance of 193.72 feet to the north corner of said 1.00 acre tract, the southwest corner of said called 64.77 acre tract and the POINT OF BEGINNING of the tract described herein;

THENCE: N 27°34'39" E, along and with the northeast right-of-way line of said Weiss Lane, the northwest line of said called 64.77 acre tract, a distance of 1720.13 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: Departing the northeast right-of-way line of said Weiss Lane, over and across said 64.77 acre tract the following bearings and distances:

S 62°25'21" E, a distance of 51.77 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 67°25'21" E, a distance of 19.05 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 75°56'59" E, a radius of 1950.00 feet, a central angle of 03°16'07", a chord bearing and distance of S 12°24'58" W, 111.23 feet, for an arc length of 111.24 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Exhibit C

S 79°13'06" E, a distance of 200.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 11°45'19" E, a distance of 2.49 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 79°08'05" E, a distance of 127.67 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 10°11'25" W, a distance of 9.44 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 79°28'13" E, a distance of 127.17 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radial bearing of N 81°20'13" W, a radius of 217.28 feet, a central angle of 04°03'27", a chord bearing and distance of S 10°41'30" W, 15.38 feet, for an arc length of 15.39 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 79°30'31" E, a distance of 178.17 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 08°45'04" W, a distance of 15.83 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 80°55'42" E, a distance of 186.79 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a non-tangent curve to the right, said curve having a radial bearing of S 80°38'32" E, a radius of 1353.81 feet, a central angle of 01°38'56", a chord bearing and distance of N 10°10'56" E, 38.96 feet, for an arc length of 38.96 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 78°09'53" E, a distance of 125.01 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 17°28'37" E, a distance of 139.15 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Exhibit C

N 27°25'40" E, a distance of 51.16 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 62°34'20" E, at a distance of 905.62 feet passing the east line of said called 64.77 acre tract the west line of said called 62.58 acre tract and continuing for a total distance of 1973.73 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: Over and across said called 62.58 acre tract the following bearings and distances:

S 27°25'40" W, a distance of 1025.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 27°25'40" W, a distance of 60.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 62°34'20" E, a distance of 9.35 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 27°25'40" W, a distance of 125.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 53°43'32" E, a distance of 114.37 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 07°52'56" E, a distance of 66.96 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 15°59'00" W, at a distance of 482.38 feet passing a southwest line of said 62.58 acre tract, a northeast line of said called 50.37 acre tract and continuing for a total distance of 656.41 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: Over and across said 50.37 acre tract the following bearings and distances:

S 22°18'24" E, a distance of 24.21 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Exhibit C

S 12°44'32" E, a distance of 15.65 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 01°36'50" E, a distance of 56.95 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 25°07'43" W, a distance of 93.23 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 13°48'56" W, a distance of 118.94 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 01°17'33" E, a distance of 56.74 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 27°47'40" W, a distance of 19.47 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" on the southwest line of said 50.37 acre tract and the north right-of-way line of Jesse Bohls Road;

THENCE: N 62°12'20" W, along the north right-of-way line of said Jesse Bohls Road and with the southwest line of said 50.37 acre tract, at a distance of 110.39 feet passing the southwest corner of said 50.37 acre tract, the southeast corner of said 16.60 acre tract and continuing for a total distance of 360.42 feet to a found MAG nail with shiner;

THENCE: N 62°09'34" W, continuing along said Jesse Bohls Road, with the southwest line of said 16.60 acre tract, a distance of 1114.37 feet to the southwest corner of said 16.60 acre tract, the southeast corner of said 64.77 acre tract;

THENCE: N 62°34'03" W, continuing along said Jesse Bohls Road, with the southwest line of said 64.77 acre tract, a distance of 914.17 feet to a found MAG nail with shiner;

THENCE: N 62°39'48" W, continuing along said Jesse Bohls Road, with the southwest line of said 64.77 acre tract, a distance of 783.97 feet to a found ½" iron rod with cap stamped "CS" for the southwest corner of said 64.77 acre tract, the southeast corner of said 1.00 acre tract;

THENCE: Departing the north right-of-way line of said Jess Bohls Road, with said 1.00 acre tract the following bearings and distances;

151.795 Acres  
Job No. 50703-00  
Page 5 of 5

Exhibit C

N 79°21'26" E, a distance of 46.77 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 27°42'08" E, a distance of 163.66 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

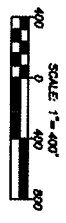
N 62°17'52" W, a distance of 228.74 feet to the POINT OF BEGINNING, and containing 151.795 acres in Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50703-00 by Pape-Dawson Engineers, Inc.

**ATTACHMENT 1**

**Land Plan**



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**P** PAPER-DAWSON  
ENGINEERS

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**ATTACHMENT 2**

**Regulating Plan**

**Sorento Regulating Plan**

<b>Land Use</b>	
Type	Residential Single-Family Detached
Number of Residential Units	One primary (1) single-family detached dwelling per lot and an Accessory Unit.
<b>Lot Size</b>	
Minimum Lot Area	6,600 sq.ft. - Maximum 75% of total lots
	7,500-8,399 sq.ft. - Minimum 10% of total lots
	Minimum 8,400 sq.ft.- Minimum 10% of total lots
Minimum Lot Frontage	55' - Maximum 75% of total lots (Excluding cul-de-sacs, which shall be 30')
Minimum Lot Depth	120'
<b>Building Placement and Size</b>	
Minimum Front Building Setback	15'
Minimum Side Building Setback	5'
Minimum Street Side Setback	10'
Minimum Rear Building Setback	20'
Minimum Size of Dwelling Unit	1,400 sq.ft.
Accessory Structures	The following setbacks shall apply measured from property line : Front Yard - Not permitted Street-side Yard - 15' Rear Yard - 5' Side Interior - 5'
Accessory Dwelling Unit See Definition Below	Shall be developed within the lot limits for the primary residential unit
<b>Building Envelope</b>	
Maximum Building Footprint Coverage (Including Accessory Dwelling Unit or Accessory Structure)	55' wide lots with front-entry garage 50% of the lot area; 55% of the lot area for maximum of 10% of the lots 55' wide lots with side-entry garage 55% of the lot area; 60% of the lot area for maximum of 10% of the lots 63' wide lots 50% of the lot area; 55% of the lot area for maximum of 10% of the lots 70' wide lots 50% of the lot area
Maximum Building Height	Not exceeding Two and one-half ( 2 1/2) stories
Overhang Encroachments	Overhang may encroach up to : 5' into the front-yard setback (maximum of 1' beyond end of porch) 3' into the-side yard setback 8' into the rear-yard setback
Porch Encroachments	Porches may encroach up to : 5' into the front yard setback 3' into the side yard setback 10' into the rear yard setback
Covered Patio Encroachments	Covered Patio may encroach up to : 10' into the rear yard setback
Trellis Encroachments	Trellis may encroach a maximum of four feet (4') into the front yard setback and 10 feet (10') into the rear yard setback
Balcony Encroachments	Balconies may not encroach into setbacks
	Encroachments are acceptable if building code standards are met. Side-yard encroachments shall not be mirrored on the adjacent home. No Encroachments are allowed into any easement area.
<b>Architectural Elements</b>	
Material	Brick and Stone shall be the primary material and cementitious siding may be used for decorative elements only Wood may be used as an accent material only. Stucco is permissible as a primary material. However, these materials may not be greater than 50% of the building materials used.
Material Mix	No more than two (2) major materials
House Color	No repetition for four (4) lots on either side
Roof Pitch	Roof pitch range is : Minimum 2.5:12 pitch - Maximum 5:12 pitch. No flat roofs are permitted.
Roof Material	Painted or galvanized metal; clay or concrete tile; or 30-year dimensional shingles
Elevation Pattern	No repetition for four (4) lots on either side
Front Porch	If porch is constructed it must be a minimum seven feet (7') deep; minimum fifty percent ( 50%) width of non-garage side.
Covered Patio	Minimum covered rear patio is one hundred (100) sq.ft.
<b>Parking and Garage Treatment</b>	
Parking Spaces	Two (2) onsite parking spaces are required per dwelling unit.
Garage Location	Garages may be front or side-entry and shall be offset from the front face of the home. Examples of layouts are illustrated in the attached lot dimension illustrations. Side-Entry garages may intrude 3' into side yard setbacks, provided the side yard encroachment is not back to back on adjacent homes.

### **Additional Requirements**

Unless specifically stated above or in the development agreement, all other requirements for residential development according to the City of Pflugerville General Development Standards in place at the time of adoption of this Development Agreement shall apply; including but not limited to landscaping requirements, site access and circulation, parkland dedication and trails, and drainage standards. Proposed trails will be reviewed at the Preliminary Plan phase.

### **General Provisions**

All construction within Sorrento shall comply with the provisions of this Regulatory Plan. Building and other construction permits shall be issued only after the Planning Director or designee has determined that said permit applications are consistent with the applicable guidelines, policies and provisions of the Sorrento Regulating Plan and other applicable policies and provisions of the City. Prior to the City issuing building and other construction permits, individual property owners or developers shall submit a letter of approval ("Approval Letter") and stamped plans from the Architectural Review Committee ("ARC") of the Sorrento Community Owners Association ("SCOA") indicating that they have reviewed and approved the proposed development. All conditions imposed by ARC shall be met before applying for a building permit. If the Approval Letter from the ARC contains on-going conditions of approval, those conditions shall be included in the County permits.

Any use or development determined by the Planning Director to not be in substantial conformance with such conditions, requirements, or standards set forth in the Approval Letter shall be in violation of the Sorrento Regulating Plan.

Applications for variances to the development standards of these regulations shall be considered and processed in accordance with the City of Pflugerville policies for amending development agreements. All applications to the City for a variance shall require an Approval Letter from the ARC indicating their approval of the variance request.

### **Definitions**

An "Accessory Dwelling Unit" for the purposes hereof shall mean a living space in a free standing structure or above a garage, in either case not directly attached to the primary single family dwelling, and not exceeding 450 sq. ft. in area, with or without cooking facilities.

An "Accessory Structure" for the purposes hereof means any structure that is not an Accessory Dwelling Unit or a primary residence.

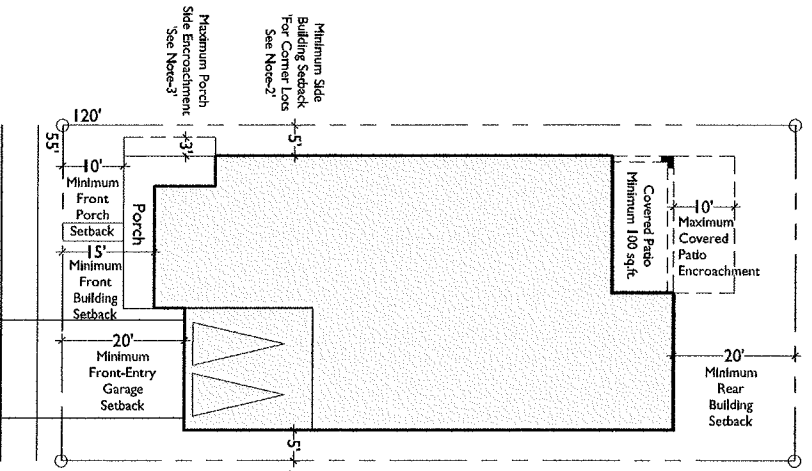
#### **Additional Provisions:**

An Accessory Dwelling Unit may be permitted to address housing options and assist in care to a member of the family. Accessory Dwelling Units are commonly referred to as mother-in-law quarters, a granny flat, and recently part of a "next generation" product. Attached or integrated Accessory Dwelling Units are permitted provided that the Accessory Dwelling Unit meets the following provisions:

1. An Accessory Dwelling Unit shall be wholly contained within the principal dwelling unit and accessible to the principal dwelling unit through an internal doorway; and
2. Access to the Accessory Dwelling Unit may, on approval of the City of Pflugerville Planning Director, utilize a separate outside entry.
3. The Accessory Dwelling Unit shall not be greater than half of the gross living floor area of the principal structure as measured on the first floor of the principal structure or one third the gross living floor area of a single story principal structure; to the allowed maximum of 450 sq ft.
4. The Accessory Dwelling Unit shall be permitted provided the owner of the principal dwelling unit resides in the principal building; and
5. An Accessory Dwelling Unit shall conform to the intent of 'family use' as defined by the City of Pflugerville.
6. An Accessory Dwelling Unit will not be assigned a separate address and will utilize the address of the primary structure.

Detached Accessory Dwelling Units are permitted provided that they meet the following provisions:

1. The Accessory Dwelling Unit shall be located behind the principal dwelling unit and within the established setbacks for the principal structure; and
2. The Accessory Dwelling Unit shall not be greater than one third of the gross floor area of the principal structure as measured on the first floor of the principal structure up to a maximum of 450 sq ft; and
3. An Accessory Dwelling Unit shall be permitted provided the owner of the principal dwelling unit resides in the principal dwelling ; and
4. An Accessory Dwelling Unit shall conform to the intent of 'family use' as defined by the City of Pflugerville.
5. An Accessory Dwelling Unit will not be assigned a separate address and will utilize the address of the primary structure.



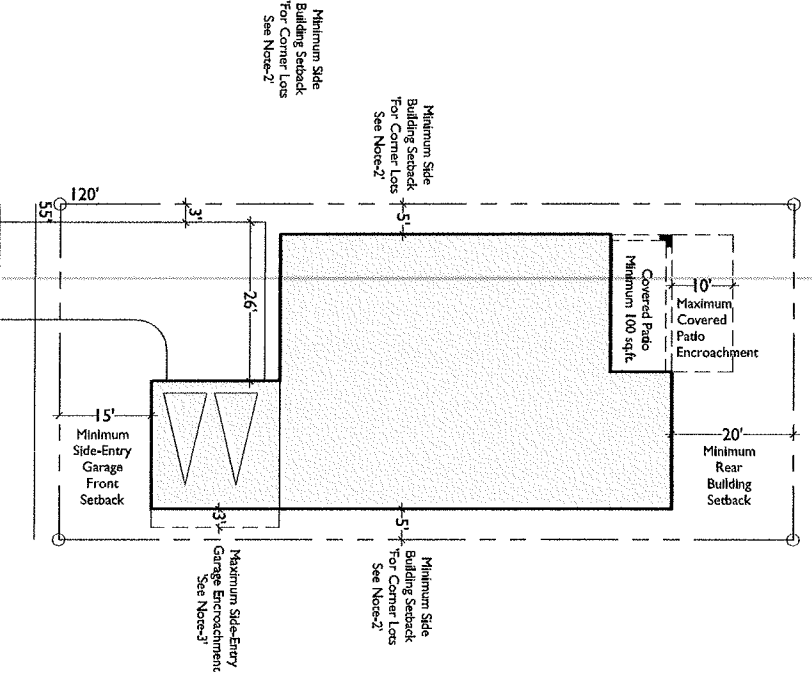
**Alternative-I: Front-Entry Garage**

Note 1: Architectural styles selected for homes in the Sorento Master Planned Community shall include various building materials, including brick, stucco, stone, wood accents, and other premium building materials that best express the selected architectural style.

Note 2: For corner lots, minimum 10' building setback is required on the corner-side.

Note 3: Side-yard encroachment shall not be mirrored on the adjacent home.

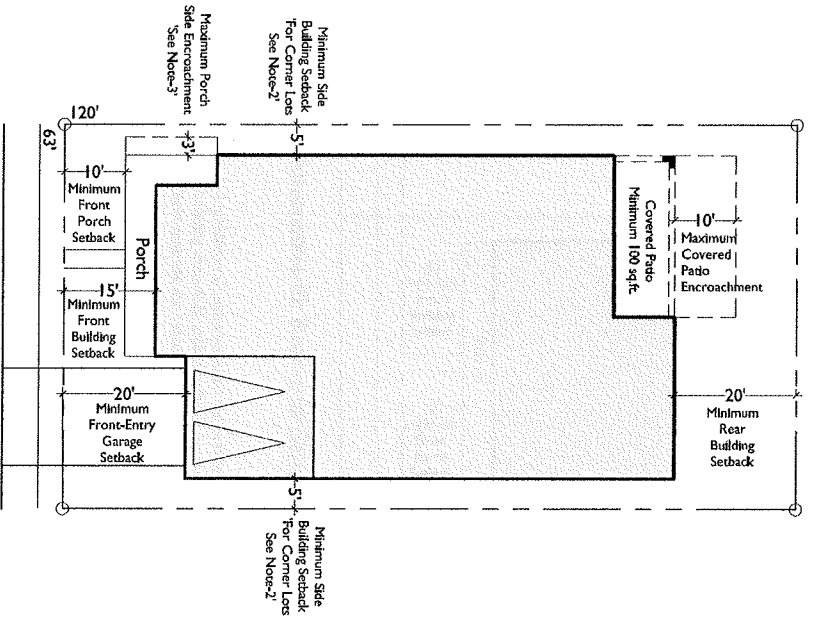
Note 4: Accessory Units shall be developed within the lot limits for the primary residential units. Accessory Structure shall maintain all setbacks as noted above.



**Alternative-II: Side-Entry Garage**

**55' x 120' : Lot and Building Envelope Analysis**

**SORENTO**  
Austin, Texas



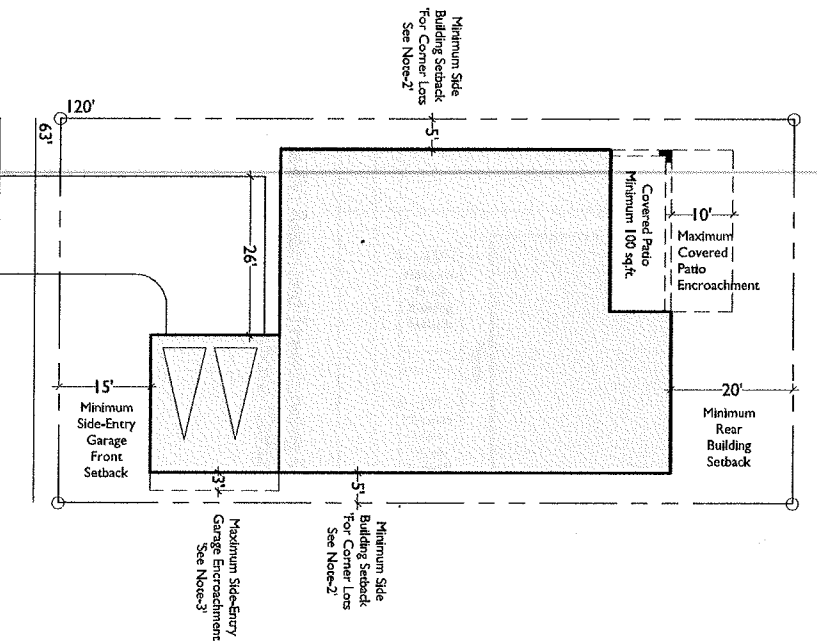
**Alternative-I: Front-Entry Garage**

Note 1: Architectural styles selected for homes in the Sorrento Master Planned Community shall include various building materials, including brick, stucco, stone, wood accents, and other premium building materials that best express the selected architectural style.

Note 2: For corner lots, minimum 10' building setback is required on the corner-side.

Note 3: Side-yard encroachment shall not be mirrored on the adjacent home.

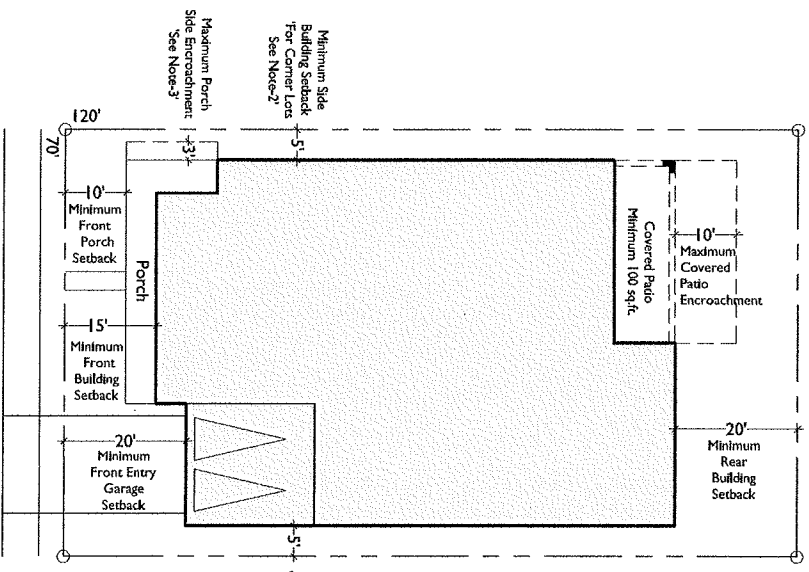
Note 4: Accessory Units shall be developed within the lot limits for the primary residential units. Accessory Structure shall maintain all setbacks as noted above.



**Alternative-II: Side-Entry Garage**

**63' x 120' : Lot and Building Envelope Analysis**

**SORRENTO**  
Austin, Texas



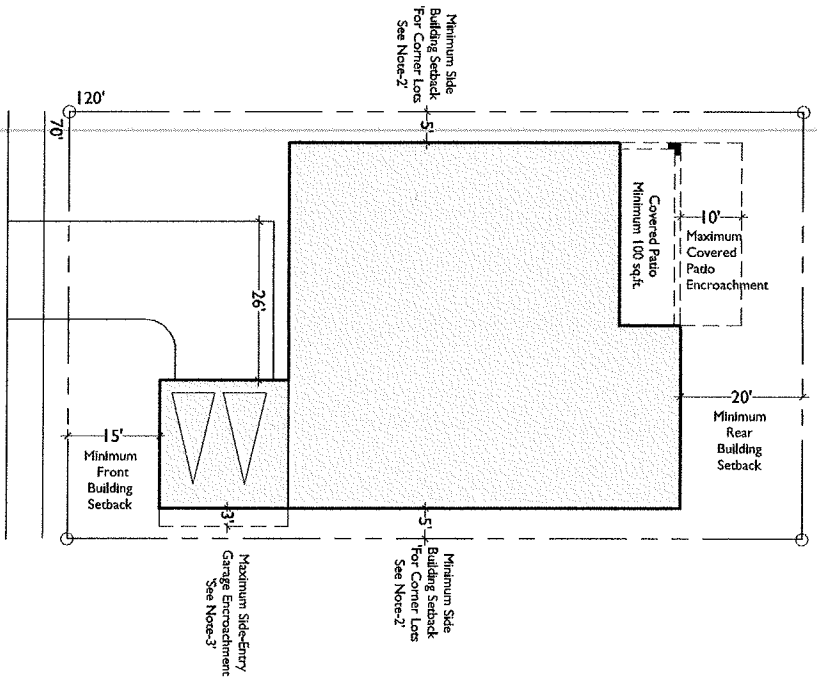
**Alternative-I: Front-Entry Garage**

Note 1: Architectural styles selected for homes in the Sorrento Master Planned Community shall include various building materials, including brick, stucco, stone, wood accents, and other premium building materials that best express the selected architectural style.

Note 2: For corner lots, minimum 10' building setback is required on the corner-side.

Note 3: Side-yard encroachment shall not be mirrored on the adjacent home.

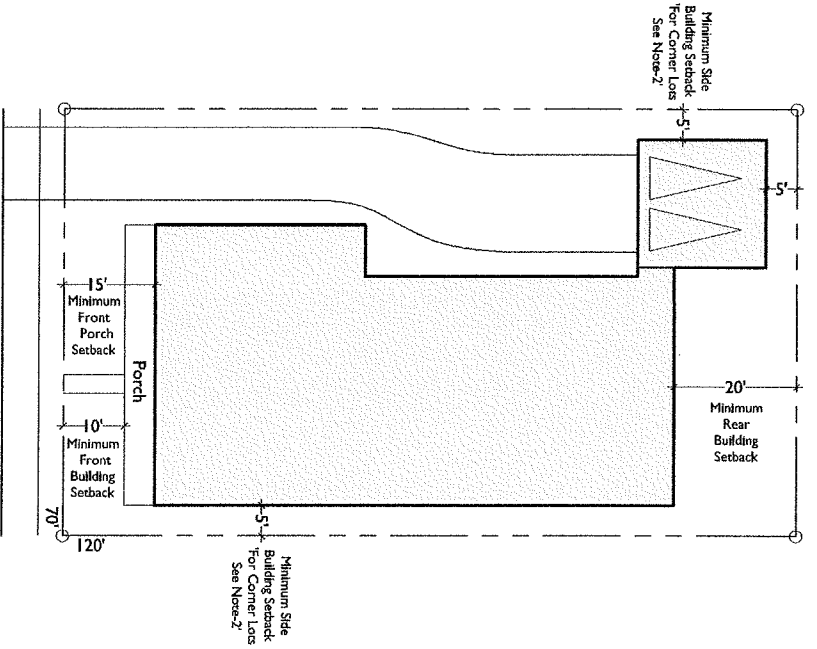
Note 4: Accessory Units shall be developed within the lot limits for the primary residential units. Accessory Structure shall maintain all setbacks as noted above.



**Alternative-II: Side-Entry Garage**

# 70' x 120' : Lot and Building Envelope Analysis

SORRENTO  
Austin, Texas



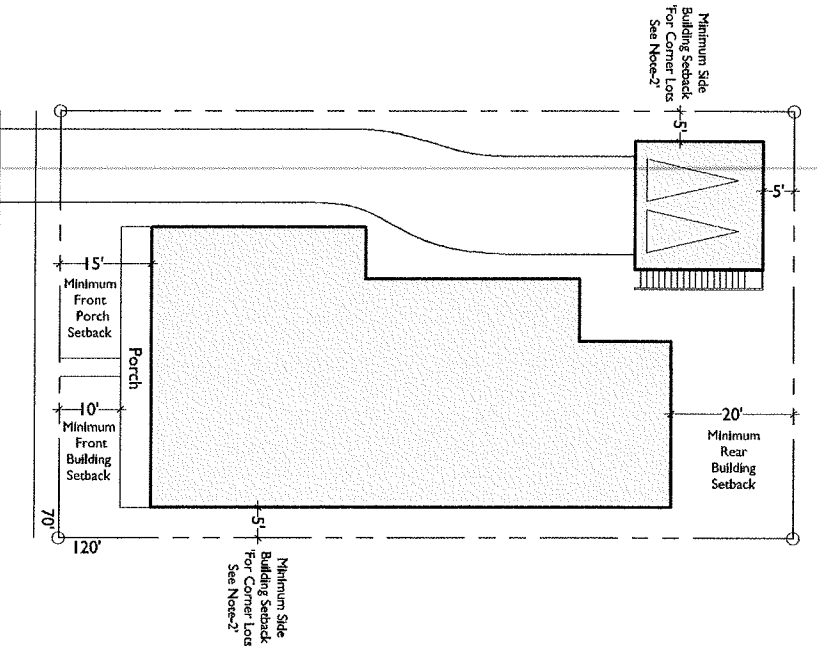
**Alternative-III: Rear-end Garage**

Note 1: Architectural styles selected for homes in the Sorrento Master Planned Community shall include various building materials, including brick, stucco, stone, wood accents, and other premium building materials that best express the selected architectural style.

Note 2: For corner lots, minimum 10' building setback is required on the corner-side.

Note 3: Side-yard encroachment shall not be mirrored on the adjacent home.

Note 4: Accessory Units shall be developed within the lot limits for the primary residential units. Accessory Structure shall maintain all setbacks as noted above.



**Alternative-IV: Rear-end Freestanding Garage with Living Space Above Garage**

## 70' x 120' : Lot and Building Envelope Analysis

SORENTO  
Austin, Texas