RIGHT-OF-WAY MAINTENANCE AGREEMENT

This Agreement made and entered into the	_day of	,	2018,	by	and betv	veen
The Commons at Heatherwilde and Pecan, I	LP, a Texas limite	d partr	ership,	its s	uccessors	and
assigns ("Owner"), and the City of Pflugerville,	Texas ("City").					

WITNESSETH:

WHEREAS, Owner is the owner of a parcel of land located within the corporate boundaries of the City of Pflugerville, Texas, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Owner desires to install the following features: landscaping, street trees, hardscaping and irrigation systems (the "Amenity" or "Amenities") within or adjacent to the public right-of-way and easements (collectively, the "public right-of-way") within the Property as depicted in Exhibit B; and

WHEREAS, the City has raised certain concerns regarding the responsibility for and future maintenance of the Amenities; and

WHEREAS, Owner, in order to satisfy the concerns of the City, so as to receive permission to install and maintain the Amenities in the public right-of-way, has agreed to the terms, conditions and requirements set forth in this Agreement.

NOW THEREFORE, Owner and the City agree as follows:

ARTICLE I - OWNER COVENANTS

Owner agrees:

1.1 To cause the Amenities to be operated and maintained in good condition and repair. Such maintenance shall include but not be limited to upkeep of the landscaping and hardscaping; pruning of healthy street trees and replacement of dead street trees; and repair, replacement or removal of irrigation systems, provided that such placement, operation and maintenance does not materially interfere with the purposes of the public right-of-way.

All such maintenance shall comply with any applicable Pflugerville Municipal Code ("O.P.M.C.") provisions, including, but not limited to, O.P.M.C. Chapters 7.16 – Trees and Shrubs and 7.20 – Weeds, 13.12 - Construction on Rights-of-Way, and 13.24 - Dumping Materials on Streets, as amended.

- 1.2 That in the event the condition of the Amenities creates a situation that provides an immediate threat to the health, safety and welfare of the public, to immediately take whatever measures are reasonably necessary to restore the Amenities to a safe condition (the "Emergency Restoration Work").
- 1.3 To notify the City Engineer as soon as practicable after first learning of the need for Emergency Restoration Work.
- 1.4 That in the event the Owner fails in its duty and obligation to perform Emergency Restoration Work within a reasonable time, as determined in the City's sole discretion, the City shall have the right to take whatever action is reasonably necessary to remove the immediate threat to the public safety or welfare. If the City exercises such right, Owner shall reimburse the City for all reasonable, actual expenses associated with the City's performance of the Emergency Restoration Work, such reimbursement to occur within thirty (30) days of invoice from the City. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property.

- 1.5 That in the event the Owner fails in its duty and obligation to properly operate, maintain and/or repair the Amenities, and such failure is not an immediate threat to the public safety and welfare, the City shall provide notice to the Owner of the deficiency in operation, maintenance and/or repair of the Amenities. If, after thirty (30) days of such notice to the Owner, the Owner fails to remedy the deficiency, the City may, but shall not be obligated to perform all reasonably necessary work to bring the Amenities into the proper operation, maintenance and/or repair; provided, however, if such deficiency is subject to cure by performance, but the deficiency is such that it is not reasonably susceptible to being cured within said 30-day period, then Owner shall be entitled to such additional time as may be required in order to cure such default so long as such cure is commenced within said 30-day period and is thereafter diligently prosecuted to completion on or before 60 days after the expiration of such 30-day period. The Owner shall reimburse the City for all reasonable, actual expenses associated with the City's performance of such work within thirty (30) days of invoice from the City. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property.
- That should the City determine that the Amenities, or any individual Amenity, has become unsightly or a nuisance, or unreasonably interferes in any way with the City's use of the right-of-way, then the City shall provide notice to the Owner of the unsightliness, nuisance or interference. If after thirty (30) days of such notice to the Owner of the unsightliness, nuisance or interference, the Owner fails to remedy the unsightliness, nuisance or interference, upon request of the City, the Owner will remove or cause to be removed the Amenity or Amenities from the right-of-way and the Owner shall repair any damage caused thereby at the Owner's expense. Should the Owner fail to comply with the City's removal request, the City may remove the same and the Owner shall reimburse the City for the removal of the Amenity or Amenities and repair the right-of-way within thirty (30) days of receipt of invoice from the City. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property.
- 1.7 TO RELEASE THE CITY, THE MAYOR AND THE MEMBERS OF THE CITY COUNCIL, ITS OFFICERS, AGENTS, REPRESENTATIVES, INSURERS, AND EMPLOYEES OF THE CITY, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL PAST, PRESENT OR FUTURE LIABILITY FOR ANY DAMAGE THAT MAY BE CAUSED AT ANY TIME BY THE CITY PERMITTING THE AMENITIES TO BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY. OWNER SHALL NOT BE REQUIRED TO RELEASE THE RELEASED PARTIES FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.
- 1.8 TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AS DEFINED IN SECTION 1.7 ABOVE, FROM AND AGAINST ANY AND ALL LOSSES INCURRED OR SUFFERED BY ANY PERSON OR TO ANY REAL OR PERSONAL PROPERTY AS A RESULT OF OR IN CONNECTION WITH THE CITY PERMITTING AN AMENITY OR THE AMENITIES TO BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR WITH ANY NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE OWNER RELATIVE TO ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 1.9 Prior to the consummation of the sale of any lot located within the Property, Owner will cause to be recorded with the Office of Travis County, Texas Register of Deeds, a Homes or Business Owner's Association (the "Association") declarations (the "Association Declaration") covering all of the platted lots located within the Property and containing in addition to other matters normally found therein, the following provisions regarding the Amenities:
 - 1.9.1 The Association Declarations shall acknowledge that, from and after the date the Association Declarations are filed, the Amenities are and shall be the responsibility of the Association, and the owners of real property within the Property (the "Property Owners") shall maintain the Association to be used as the vehicle by which to fulfill the obligations of this Agreement.

- 1.9.2 The Association Declarations shall provide that one of the duties and obligations of the Association will be to properly maintain the Amenities and keep the Amenities in good condition and repair as provided in 1.1 through 1.6, above.
- 1.9.3 The Association Declarations shall require that the Association release, indemnify and hold harmless the Released Parties as set forth in1.7 and 1.8, above.
- 1.9.4 The Association Declarations will provide for the Association and the City's levy of assessments against the lots located within the Property sufficient to pay for the maintenance of the Amenities and for any costs incurred by reason of obligations under this Agreement. The Association and the City shall have an enforceable lien on any lot, parcel, or unit in the subdivision in the event that the Property Owner fails to pay an assessment.
- 1.9.5 The Association Declarations shall give the City, its successors, assigns, and designees the right to enforce all restrictions, obligations and other provisions regarding the Amenities.
- 1.9.6 The Association Declarations shall provide that each Property Owner shall be responsible for the maintenance of all street trees adjacent to the Property Owner's real property; and the Association shall be responsible for the maintenance of all other Amenities, including but not limited to Amenities in the median islands.
- 1.10 That in the event that the Association fails in any of its duties under the Association Declaration relative to the Amenities, the Owner is ultimately responsible for those obligations, until the Owner has sold more than 50% of the land area of the Property.
- 1.11 Owner shall carry and shall cause the Association to carry (through the Association Declarations or otherwise) commercial general liability insurance covering bodily injury or property damage to a third party arising out of or resulting from the failure to properly repair and/or maintain the Amenities as required herein in an amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.
- 1.12 To comply with all applicable law in the performance of this Agreement, including but in no way limited to the requirement of obtaining a right-of-way work permit to accomplish installation, maintenance and/or repairs related to the Amenities when required.
- 1.13 That it will not consent to the termination of the Association or the Association Declaration, or to any amendment, modification or termination of any provision therein regarding the maintenance and repair of the Amenities, without the consent of the City.

ARTICLE II - CITY COVENANTS

City agrees:

- 2.1 That in the event Owner disagrees with City's determination that Owner has failed to properly operate, maintain and/or repair the Amenities, or that the Amenities are becoming unsightly, or a nuisance or unreasonably interfering in any way with the City's use of the right-of-way, as described in Article I, sections 1.5 and 1.6, that Owner shall have the right to an appeal of that determination to the City Manager, whose decision shall be deemed administratively final. Owner shall notify City of the appeal within ten (10) days of the City's requisite notice under Article I, sections 1.5 and 1.6, and City Manager shall resolve the appeal within thirty (30) days thereafter.
- 2.2 Reserved.

ARTICLE III - OWNER ACKNOWLEDGEMENTS

- 3.1 As between the Owner and the City, Owner acknowledges that, subject to the provisions of this Agreement, the maintenance, repair and replacement of the Amenities is the sole responsibility of Owner.
- 3.2 As between the Owner and the City, Owner acknowledges that the cost of maintenance, repair, or reconstruction of the Amenities is the sole responsibility of Owner.
- It is fully understood by Owner that the City is under no past, present or future obligation to expend any public funds or to take anyother action to maintain or improve the Amenities.

ARTICLE IV - CITY ACKNOWLEDGMENTS

4.1 City agrees, upon approval of plans submitted to and approved by the City and upon a showing of compliance with this Agreement, to permit the Amenities shown on the approved plans to be constructed, maintained, repaired and replaced in the public right-of-way, subject to the terms and conditions of this Agreement and the Owner obtaining any right-of-way permit required by the O.P.M.C. and the Owner's compliance with other applicable laws.

ARTICLE V - MISCELLANEOUS

- 5.1 This Agreement shall be binding upon the parties and their respective successors and assigns. It is the intention of the parties hereto that this Agreement shall be a covenant running with the land and shall bind all successive owners of any interest in the property subject to this Agreement.
- 5.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any dispute, action or claim shall rest in Travis County, Texas.
- 5.3 This Agreement shall be field of record with the Travis County, Texas Register of Deeds.
- This Agreement may only be altered or amended by written, mutual agreement of the parties. Such amendment to be filed with the Travis County, Texas Register of Deeds and may include a change in the type or location of the Amenities.

ARTICLE VI - RECORDING OF DOCUMENT

The City, at Owner's cost, shall cause this Agreement to be filed with the Travis County, Texas Register of Deeds. The City and Owner shall each receive a duly executed copy of this Agreement for its official records.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

The Commons at Heatherwile, LP, a Texas limited partnership	CITY OF PFLUGERVILLE, TEXAS		
By: The Commons Land Development Company, LLC, a Texas limited liability company its General Partner	By: City Manager, Official City of Pflugerville		
By: Presidium Pflugerville, LLC, a Texas limited liability company its Manager	ATTEST:		
By: Cross Moceri Manager	By: Karen Thompson City Secretary		
	APPROVED AS TO FORM:		
	By:Charles E. Zech City Attorney		
MUNICIPAL CORPORATE A	CKNOWLEDGEMENT		
STATE OF TEXAS)			
COUNTY OF TRAVIS)			
BE IT REMEMBERED, That on this day of a Notary Public in and for the County and State aforesa the City of Pflugerville, a municipal corporation duly organ of the laws of Texas, and Karen Thompson, City Se personally known to me to be the same persons who expended by the said municipal corporation, and such persons be the act and deed of said municipal corporation.	ized, incorporated and existing under and by virtue cretary of said municipal corporation, who are secuted as such officials the within instrument or		

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

	Notary Public
My appointment expires:	
LIMITED	LIABILITY COMPANY ACKNOWLEDGEMENT
STATE OF TEXAS	
COUNTY OF TRAVIS)
Company duly formed under to personally known to me to be the person(s) who executed as such person(s) duly acknowled	day of January, 2018 before Public in and for the County and State aforesaid, came Cross Moced (name of company), a Limited Liability he provisions of the Texas Limited Liability Company Act, who is/are e such member(s) and who is/are personally known to me to be the same ch member(s) the foregoing instrument on behalf of said company, and ged the execution of same to be the act and deed of said company.
	Neton Dublic
	Notary Public
My appointment expires:	
11/23/2019	YUEZHU XIONG Notary Public, State of Texas Comm. Expires 11-23-2019

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

BEING a 2.766 acre tract of land situated in the Thomas J. Chambers Survey, Abstract No. 7 in Travis County, Texas; and being a portion of Lot 1 of PECAN DISTRICT SUBDIVISION, SECTION 1 FINAL PLAT, a subdivision as recorded under Document No. 201700276 of the Official Public Records of Travis County, Texas; and also being a portion of the called 38.465 acre tract of land described in the Special Warranty Deed with Vendor's Lien to The Commons at Heatherwilde and Pecan, LP, a Texas limited partnership, recorded under Document No. 2016010717 of the Official Public Records of Travis County, Texas; said 2.766 acre tract of land being more particularly described by metes and bounds as follows and as shown on the attached sketch, with bearings based on the Texas Coordinate System of 1983, Central Zone:

Being all of Lot 1, PECAN DISTRICT SUBDIVISION, SECTION 1 FINAL PLAT, a subdivision as recorded under Document No. 201700276 of the Official Public Records of Travis County, Texas, SAVE & EXCEPT the following described tract of land:

COMMENCING at a 5/8" iron rod with cap stamped "JONES|CARTER" set in the northwesterly right-of-way line of Old Austin Pflugerville Road (60 foot wide public right-of-way) for the northeasterly corner of said Lot 1, from which a 1/2" iron rod with cap stamped "CARSON" found in said northwesterly right-of-way line of Old Austin Pflugerville Road bears South 27°56'39" West a distance of 296.93 feet;

THENCE departing said northwesterly right-of-way line of Old Austin Pflugerville Road, over and across said Lot 1 the following courses and distances:

South 35°10'04" West a distance of 79.53 feet to a point for the northeasterly corner and POINT OF BEGINNING of the herein described tract:

THENCE South 27°56'39" West a distance of 217.11 feet to a point for the beginning of a non-tangent curve to the left;

Southwesterly with said non-tangent curve to the left having a radius of 855.00 feet and a delta angle of 10°29'54", an arc distance of 156.66 feet (the chord of said curve bears South 33°09'42" West a distance of 156.44 feet);

South 27°54'44" West a distance of 185.20 feet;

South 78°32'27" West a distance of 29.44 feet;

North 61°56'27" West a distance of 633.93 feet; North 28°03'33" East a distance of 122.50 feet to a point for the beginning of a curve to

Northeasterly with said curve to the right having a radius of 207.00 feet and a delta apple

Northeasterly with said curve to the right having a radius of 207.00 feet and a delta angle of 49°56'00", an arc distance of 180.40 feet (the chord of said curve bears North 53°01'32" East a distance of 174.75 feet);

North 77°59'32" East a distance of 55.62 feet;

South 61°56'13" East a distance of 184.24 feet;

North 28°03'47" East a distance of 3.09 feet;

South 61°56'13" East a distance of 16.90 feet;

North 28°03'47" East a distance of 12.00 feet;

South 61°56'13" East a distance of 14.24 feet;

North 28°03'47" East a distance of 13.68 feet;

South 61°56'13" East a distance of 7.41 feet;

North 28°03'47" East a distance of 146.66 feet;

South 61°56'13" East a distance of 31.69 feet;

North 28°03'47" East a distance of 13.67 feet;

South 61°56'13" East a distance of 61.56 feet:

North 28°05'19" East a distance of 74.70 feet to a point for the beginning of a non-tangent curve to the right;

Southeasterly with said non-tangent curve to the right having a radius of 207.00 feet and a delta angle of 52°20'37", an arc distance of 189.11 feet (the chord of said curve bears South 68°42'56" East a distance of 182.60 feet);

South 37°42'16" East a distance of 61.31 feet to the POINT OF BEGINNING and CONTAINING an area of 6.570 acres of land for a net area of 2.766 acres of land in the herein described tract of land.

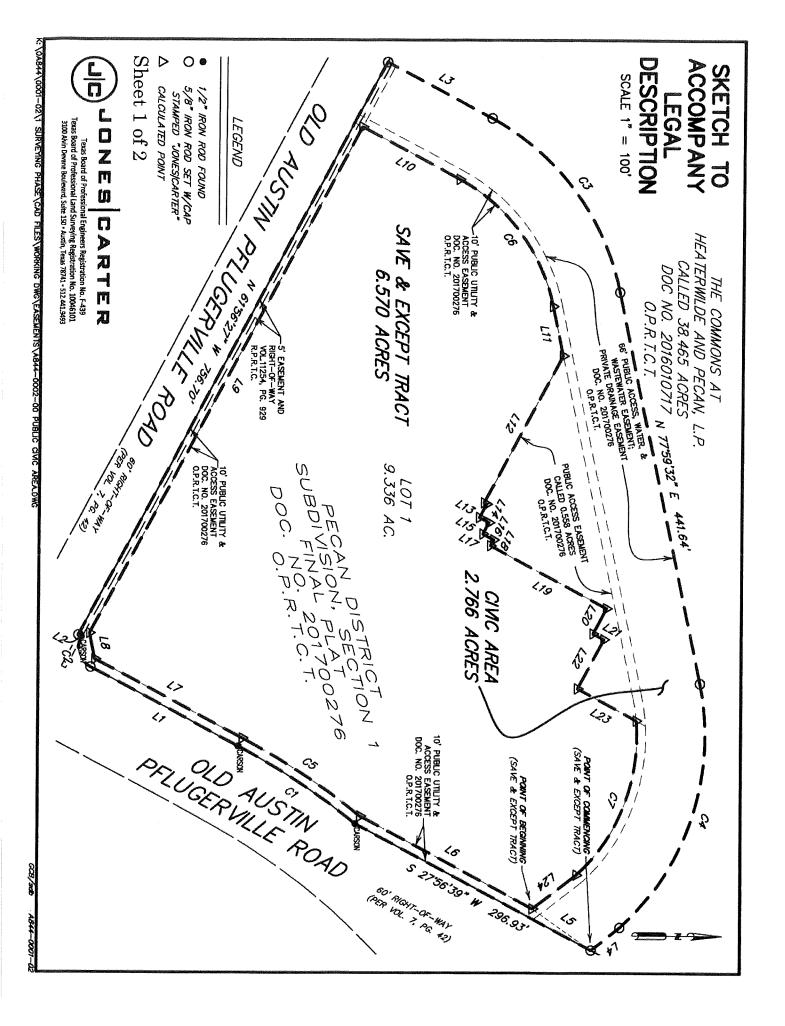
This description has been prepared as a result of an on the ground survey completed on July 21, 2017.

Gary C. Bowes

Registered Professional Land Surveyor No. 4053

Austin Grid: P-37 TCAD ID: 363072





SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S 27'54'44" W	185.20'		
L2	S 28'03'33" W	3.70'		
L3	N 28'03'33" E	132.50		
L4	S 37'42'16" E	40.85		
L5	S 3570'04" W	79.53'		
L6	S 27'56'39" W	217.11		
LZ	S 27'54'44" W	185.20'		
L8	S 78°32'27" W	29.44		
L9	N 61"56'27" W	633.93'		
L10	N 28°03'33" E	122.50		
L11	N 77'59'32" E	55.62'		
L12	S 61°56'13" E	184.24'		
L13	N 28'03'47" E	3.09		
L14	S 61'56'13" E	16.90'		
L15	N 28'03'47" E	12.00'		
L16	S 61°56'13" E	14.24		
L17	N 28°03'47" E	13.68'		
L18	S 61°56'13" E	7.41'		
L19	N 28'03'47" E	146.66		
L20	S 61'56'13" E	31.69'		
L21	N 28'03'47" E	13.67'		
L22	S 61'56'13" E	61.56		
L23	N 28'05'19" E	74.70'		
L24	S 37'42'16" E	61.31'		

CURVE TABLE					
CURVE		ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	845.00	155.74	1033'37"	S 3371'33" W	155.52'
C2	25.00	<i>39.28</i> ′	90'01'23"	S 72°55'37" W	35.36
C3	283.00	246.63'	49'56'00"	N 53°01'32" E	238.90'
C4	283.00	297.17'	60'09'53"	S 71.55'31" E	283.70
C5	<i>855.00</i> ′	156.66	10'29'54"	S 33'09'42" W	156.44
C6	207.00'	180.40'	49'56'00"	N 53°01'32" E	174.75
C7	207.00'	189.11	52'20'37"	S 68'42'56" E	182.60'

GARY BOWES

11/17/2017

ADS SURVEY BOYCES

Sheet 2 of 2



Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 AMn Devane Boulevard, Suite 150 + Austin, Texas 78741 + 512.441,9493

EXHIBIT B

Location of Amenities

DMECE COMMONS AT NEATHERMEDE AND RECOM, UP.
AIL BRAZOS STREET, SLATE 99
ALISTIN, LA 20201
ATTHE COD GLUMDO ENGMERA SIBECTOR:
-ONESPARTER MC.
-JIDD ALMA DEMME BLIO, SUITE 150
-AUSTRA, TABAH
-512-441-5465
-417M: GENSONG N. RYAN, PE DATE OF SUBULTIAL: SEPTEMBER 11, 2017 ICAL DESCRIPTOR: JRA78S ACRES OUT OF THE JUNI VANHANCE SUPVEY
A-788 AND LOT 3 BLOCK A HELLS FUNT COMMERCIAL
AND 7.279 ACRES W THE ALTERNACE WHE ALTERS SURVEY
AND 87 ABSTRACT 791 W TRANS COUNTY, TEXAS MATERSHED: CHLELAND CREEK METTER TO AN EIGHT STEER SAUL CHOOM IN TER TOTAL CHARGOS OF COMMENCING WHITH AND THE KNOW IN ON FORWARD CHARGOS OF THE SERVICE IS SHAFTED TO ALL OTTO PRIVATE HELD COMMINGS OF ECONOMI MANUS RELITED TO THE PRESENTED ARE OTTOPHED TO THE OF COMMINGS OF THE PRIVATE AND THE THE PRIV ALL REPORTED FOR THE ADDRAGE OF THESE PLANS ROUND WITH THE CHORDER WID PROVAD THEM IN REVENUE THESE PLANS, THE COST OF PRELICIONALE MOST PLET OF THE WORLD OF THE WORLD FROM CO. ALL CHARGE SHACE TO BE CONCENTED TO THE OTE, IN WHACE OF THE ACCOUNT OF THE OTE OF CHARGE ONE SHACE APPROXIMENT ALTO PROCESS OF THE ACCOUNT AC ALL PROPOSED FORCES AND WILLS ADMICTAL TO INTERSECTING PURICE FROM WHAT ADMICTAL TO PRINT ACCESS DAVES SHILL PROPOSED FORCES AND ALL PROPOSED FOR THE SHILL PROP SIT CHALOMENT CHARINETHEN ALUS SHALL AL ANEXED AND AMMOUST OF THE CITY OF PALLACIABLE MADE TO ANY CONTINUENCE. THE ORIGINAL THERM AND ANALYSIA. THE MALLACE HALLES AND AND ANY FOR THE FLOOR MISSIANCE AND HAS ANALY ARRESTED. CONTROL WAS THE CONTROLLED AND THE CONTROL OF THE C ARCS PLANCO AS ECTOTION ARCAS SHUL HAY A DRANGE CASTIENT ESTABOSCO WITHIN THE LANTS OF THE ANTIDANCED PRIOS OMETINGA AG LANTIDANCE OF PRINCE STORMWITTE PONOS DOWN IS SOLET BASCO WITH THE LEGICIENTE A PROPERTY CINICAS ASSOCIATION ALL RESPONSIBILITY FOR THE CHARCISING AND LAWRINAMICS OF PRIVATE ROLDS SHOWN IS STEET BASED WITH THE CEPTECOPER & PROPERTY CHARCIS ASSOCIATION CLALS FOR WITHOUT ONE SMACE MANOREURITS SHILL BY FRALIZED AT THAT OF STIT CONCLONARIT AND APPROVED BY THE PARKS AND RECORDER OFFICIAL TIT-M-LEV AND PART SMILL PLAY DIFECTMENT TETS BE LEED FOR THE CHATTMETTEN OF A DETERMEN FACULTY.

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18 MAY DAUG REVISIONS/CORRECTIONS DELETE (D) CHANGE
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VOID (V) COVER
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SITE ENGNEER PE
COVER SIGNATURE
ST / X SUDDENIUM COMMUNICATIONS
PHILLP MOUNCE
111 N COLLECE RD.
GEORGETOM, 17 78626
312-931-2964 CRANDE COMMUNICATIONS
CRECORY PEPPER
9601 DESSAU RD., \$105
AUSTIN, TX 78734
\$12-210-4000 APPROVAL DATE THE PECAN DISTRICT PHASE 1 SITE DEVELOPMENT PLAN PFLUGERVILLE, TX 78660 1809 SOCIAL DRIVE (PVT) PECAN DISTRICT I, LP LONES CARTER JAMUSTA ROBER Texas Board of Professional Engineers Registration No. F-439 1100 Alen Dewne Bird, Selle 130 - Austin, Texas 78741 - 512-441-943 JOB NUMBER A844-0001-02 VICINITY MAP JANUARY 2018 PREPARED BY The developer (motifie sociated) them there are defensed to the species of the sp A THEORY OF THE CONTRACT OF TH MODERN MARKET CHRISTING CONTROL MARKET CHRISTING CONTROL MARKET CHRISTING CH PROPERTY CONTROL OF THE CONTROL OF T DENHUC COMETUNE & DETENTION EASTLEST CINC SAICE MINICHMAE YENERALAL NOTIFICATED ACCOUNTS CONTINUED IN CONTINUED VECHEL YOUTHULL

VECHEL TRAFFIC MEACT ANALYSIS AUTHOR: COLEY HRIGHT DATE: 10/13/2017 PUD CONNERCIAL SPACE REQUIREMENT DATE: 10/05/2017 201 of 200 ¥ID. PREMI NO.

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OF THE EXISTS ENGINEERS. REVIEWED BY:

THE STIL DEVICEMENT PLAN HAS BEEN REVERED AND APPROVED BY
THE STIL OF PRINCEPHILE. ALL CONSTRUCTION ON THE SUBJECT STIL
HUST BE CONSTRUCTED CONSISTENT WITH THESE PLANS. DEVELOPMENT ENCINEERING DIRECTOR, CITY OF PELUCERIALLE ONSTE EX. CONDITIONS & PRE-CONSTRUCTIC
ONSTRUE EX. CONDITIONS & PRE-CONSTRUCTIC
ONSTRUE MD-CONSTRUCTION ESC
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SITE PLAN
CONC PLAN ELECTRICAL PLAN
PAVING & DRAINAGE DETAILS
UTILITY DETAILS DIMENSIONAL CONTROL PLAN GENERAL NOTES INDEX OF DRAWNGS SITE DETAILS 24.12 38 THE PECAN DISTRICT PHASE 1 - SITE DEVELOPMENT PLAN JOB HAMBER A844-0001-02

MULTIFALMEY 330,540 18. Prior to any construction, the Contractor shall apply has and secure of prepar permits from the appropriate authorities. 14. Excess sell shall be removed at the confluctor's expense, fixing the City of Piliperdia II the alignosal site is impose the City's jurisdictional businesses. THE ACTION OF THE CONTROL WITH A WITH A WASTERNING WORK OF CHARLES SHOWN CHARLES AND CHARL The of Physicals Canada Construction Haise (Mester October 15, 2018 IT SHALL AS THE RESPONSIBILITY OF THE COMPRACTOR TO MANTHM ALL TEMPORATY CROSSING CHARGE AS THE COMPET AND TO RESOLVE FACH STRUCTURE AS ARRONDO AS THE CHARGE AS ARRONDO AS SCHET SHILL BE SEEDED OF SEELEL HIN THE LOWNORKET CHASS CHASS LATTIMES, ON CHECKED CONEY SEELELE TO THE LATEL AND SEASON TO IMPORT THE LATEL AND SEASON THE LATEL A bettis central plan, in accordance with the Temps librarie of Uniform Testis Cheltral Deficion, visid be submitted to the City for tenior and approval prior to any partial an complete reading colourness. Testific Section plans shall be alto apposite and be seeded by a registered Temp professional Engineer. Ad wel citation and be installed and of devotion must have possed inspectionally proc-to the hatchellen of dry utilities. Contractor will be responsible for keeping roads and others explaint to and near the still the firm suid sediment and eights. Contractor and net remove suid sediment or eleging from dry area or wellskill by musels of traits, any shareling and amaping and to advance Contractor and be responsible for elect aminor from the sile. It shall be the responsibility of the Contractor to Emport temporary energy controls on a easy backs. Adjust the controls end/or remois any beament building on reseasory. All oras diluted or sepand during continction and to rempelated in occurbons the tite plans and assistantian, impopilation of disturbed areas or sepand areas and couldn't execute a security of the Contractor's option. The City of Physperkis has not environd these plans for compliance with the Americans PMI, plaubilise Act. All debreats and comply with the Americans Mith Departities Act. II is the magambally of the server's previous completence with all application related to occasionally within the Hitle of construction about in these plants. Physic to Back decomplishes at a singer cuitable the CDV HINTH, attest name alpha conforming to the Texase believed on Uniform Traffic Control Devices attendance ander on historical by the developm. The adoption material is forme at analytically are leated by from at professional and analytic areas on the control of the con The materials and waity of which and business of waiting stilling print is beginning continuation. Any discontinuation was the control in the state and be the control in the state of the oldy satisfy eliting, powered, carbo, payment, structures, long, etc., not planned for defaulties of named or when peaks between the control or immed set to by the controller of the agency before completenes of the authorities. All construction what he is economismous with the City of Phyporutio Standard Specification.
All responsibility for the elegancy of these plans remains with the Criphorur was proposed from in provingly least plans, the City of Phyporutio must rely on the electrocy of the energy or the electrocy of the energy engine. ALL TEAMORAPY ENOUGH CONTROL MEXICANS SALLL NOT BE REMOVED LIVTE FALL REPRESENT AND APPROVAL OF THE PROJECT BY THE ENCHARTS. Prize la subdiction continuitan acquitenza, (he expinent/demispar-mane dust autorit le Des City of Pituperdie documentation (lot (he autoritation may impected by TEXF or a registered immunitative, perceival (MAS) and the autoritation is in compliance with the requirements of the TABA. Design procedures shall be in conscilence with the City of Pillagerside Engineering Design Existence and United Desetament Case. At natives or variances are listed below. SE L'INCES, PACE RÉMIS AU DIMANEL MECHANIDI TROMANS AUM METRIALS SULLI DE LIMBOTTO DIMENSI CONTRECTOR DI REPORTE SULLI SEGLIALITÀ NOVICE DI DIMENTINA L'ACCURET, SUCH METALLITIM DOMI, SE METALLE LACCURET NOVICED DE TIME CITÀ POPULATION DI MOTORITÀ DI RECONSTRUMINA DI MAT DE MICHAEL DE LA PROPRIO DE CITÀ TROMES, PET AUE MARRIMITE. The Canimohnial Depheer and leaser! the subgrade for compliance with the design construction mede during proportion at the Sade Report. Any adjustments that are required and as meet through respect of the executation place. S. Essende forms, comm, colon, cleanacts, etc. and be robed to thinked grade prior to mid possing Blasting or awning shot not be permitted on this project. Princets (two feathers): TAM 's I's a equipment cut an back of ourb in the medien of Islatinamide Businsard south TAM 's I's a equipment cut an back of ourb in the Islatinamide School Dine Chemisten = 727, ft for (NACO SA): Asy charges or restates to these approved plans must be awardled by the design engineer and awaremed by the City of Pilopersite prior to construction of the resident De syntrester shed give the City of Pillippriste equatricities hapester et leest 46 heurs Helies before beginning each phase et ceratrocten. That "B" is a 3.5" ten and with a conceptioners control cap is signi-al-way of Out Lautin Paymon's Grand baselind accommission 65' much of the excitantly comes of Let Creation = 601.57 feet (NATO 46). 15. Remove and depose at temporary ensition certified effer approval plain by City Stemmester Specialist, City Sembyrman Engham, or City Systeming Repositor 16. Computes any necessary first downs op of once delimbed by Hem A. Crave likel of underground villity crossings and villity halphillen are exceptified by for course base motorial on all streets. I Respirate di respirat de reseasory possis. L'Obre the perminent cultil, strature er o reseasory astiet mats to secraticate devide to development et dry embohanest er assession that least to pending consilians. The cultil system and he protected from respira and and the medicional tercophosi the course of continuation until trea restration i continued. After in important controller, the sector of the Top Ampure interesting and control and control and control and the Top Ampure in terminal Sector interests of the Sector of the Top Ampure in terminal Sector of the Sector of the Top Ampure in terminal (3) and the Top Ampure in the Top Amp <u>Resource at Constituting Location</u>

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Figo regions for under notes parts per PO (2004 C-904, min class 150), or Outlie
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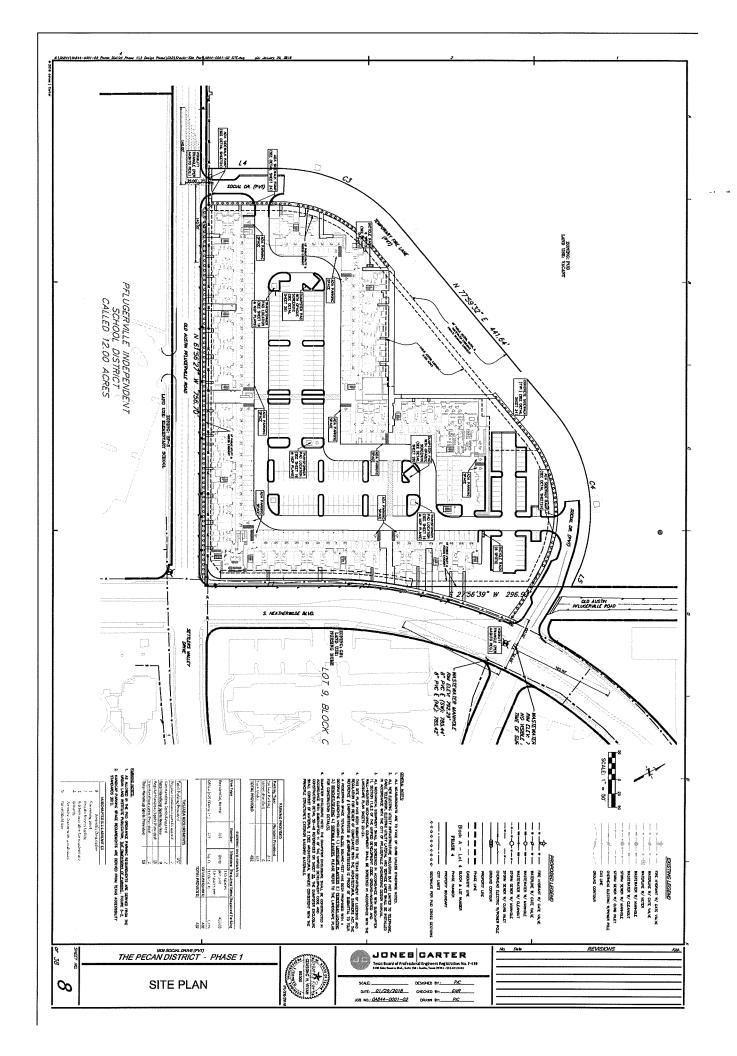
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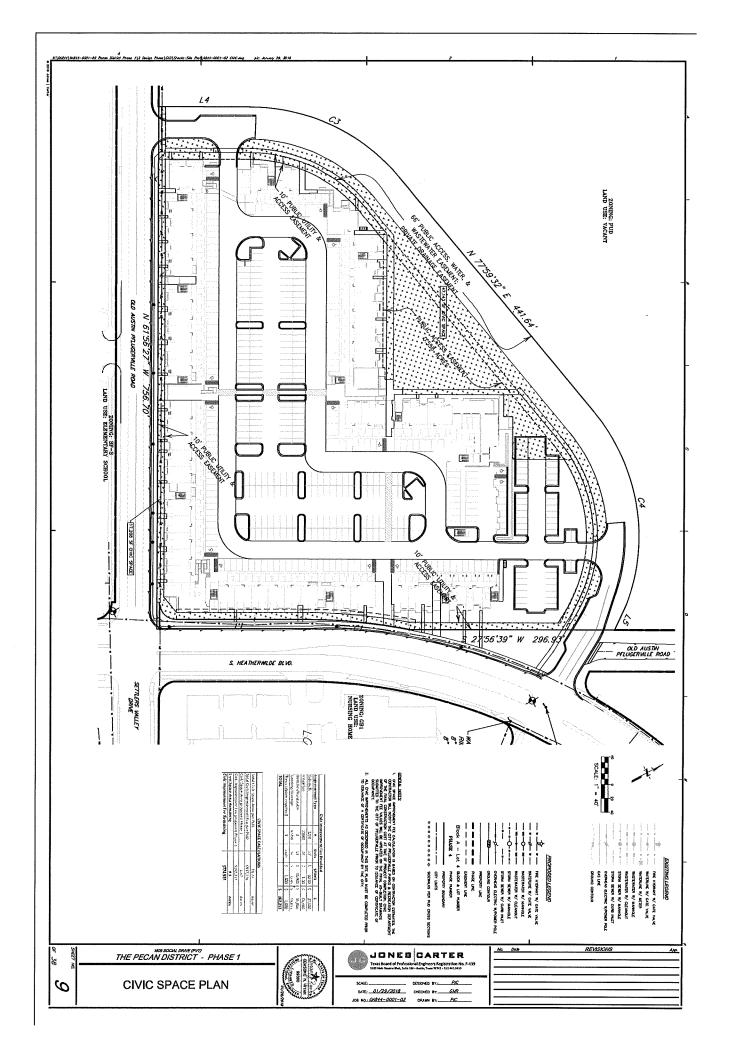
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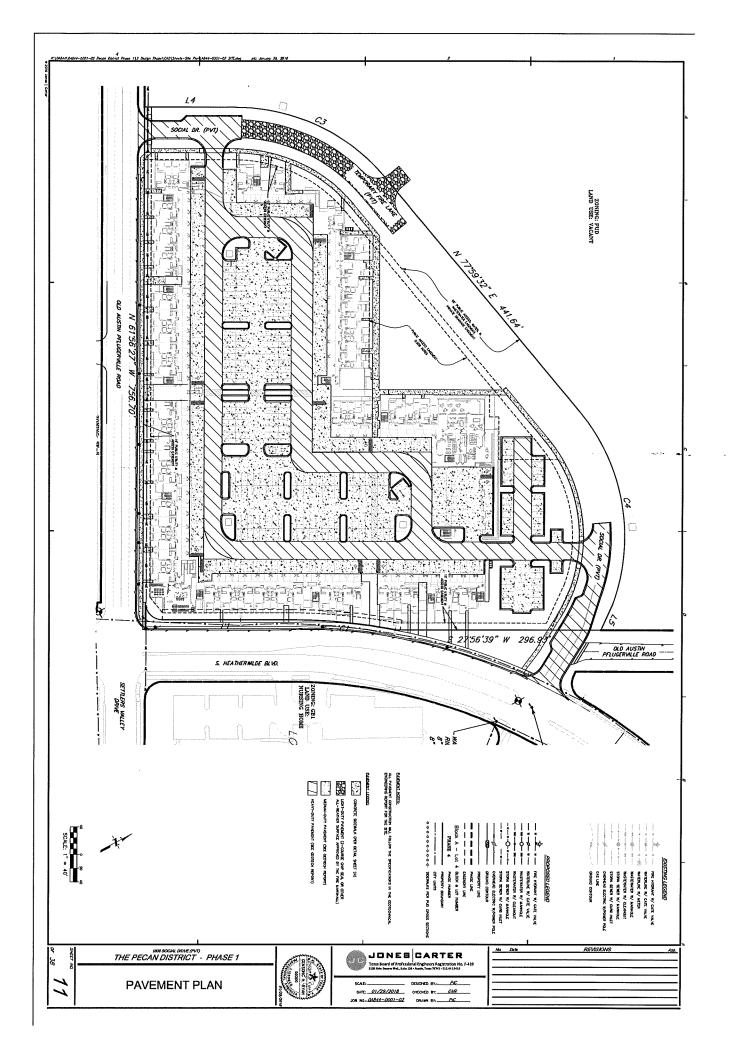
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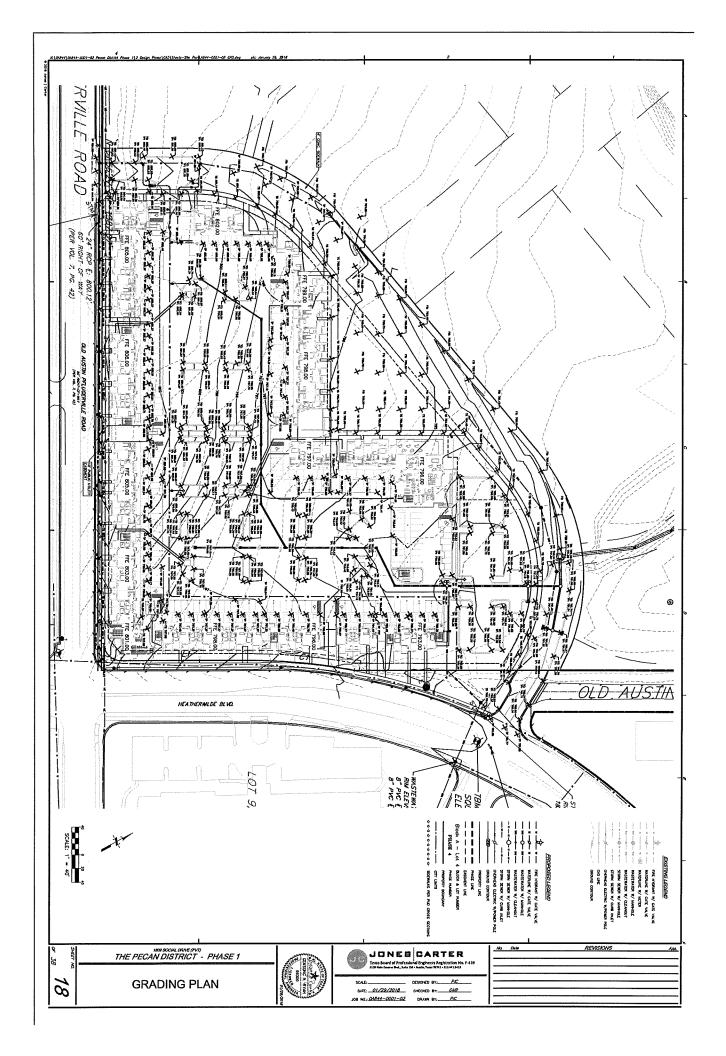
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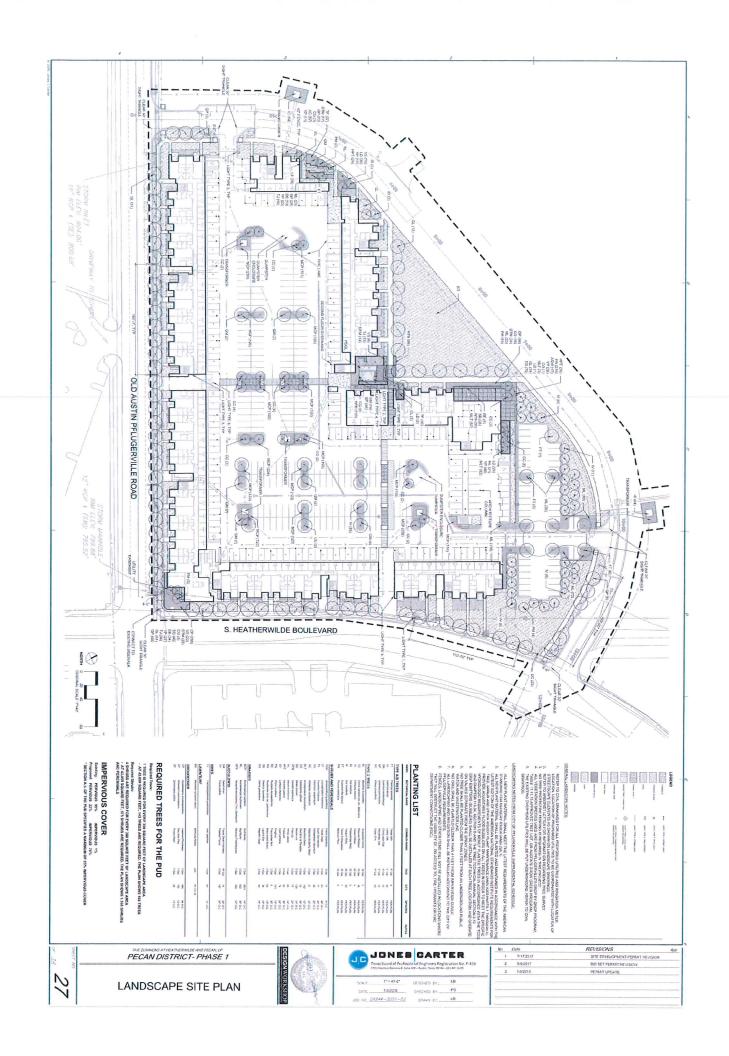
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Texas Board of Professional Engineers Registration No.
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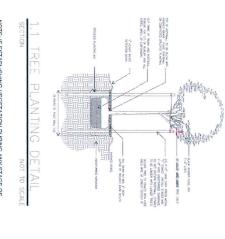












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NOTE: IF ESTABLISHING VEGETATION DURING ARV STAGE OF DROUGHT. SECTION 64-39 MAY REQUIRE A VARIANCE. CONTACT AUSTIN WATER CONSERVATION STAFF AT WATERUSECOMPYAR@AUSTINTEXAS GOV OR CALL 512-574-2199

TREE PLANTING



APPROVED DEAM

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CITY OF PFLUGERVILLE





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LIGHT TYPE 4 (TYPE CM ON PHOTOMETRICS)

NOTE: LIGHT TYPE 1 IS DOUBLE-HEADED, LIGHT TYPE 2 IS A SINGLE FIXTURE, BOTH ARE THE SAME MODEL.

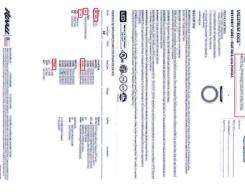
LIGHT TYPE 1 AND 2 (TYPE CM ON PHOTOMETRICS)

LIGHT TYPE (TYPE W ON PHOTOMETRICS)

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 COMPETER ENCLOSURE SHALL BE LOCATED ON THE SIDE OR NEAR OF THE BUILDING AND SCREENED FROM GROUND LEVEL PUBLIC VIEW.), ALL CONCRETE SHALL HAVE A MAINLAN COMPRESSOR STREAMED OF SOOD POL COMPITER SIGN SHALL HE CONTROLLED OF TOAK SHOW, LIGHE AS INSTITUTION TO THE SHOT FOR WHAT HE THE PROPERTY LIGHE, SENTENGES SHALL HE, AN INSTITUTION OF IN HIGHER SHALL HE, AND AS THAL AS THE CONTROLLED AND SHALL HE COMPISION OF INSTITUTION OF THE SHALL HAVEN HE CONTROLLED AND COLOR SCHELLED CONSISTENT WITH THE PROMADY BUILDING. COUPSIDE INJUGACE MY DISCOURT MAY BE THAT TO THE SIDE OF SIZE EXTENSE, BIT AT NO THE MY THAY BEGOACH WITO THE PROVE SCINCK OF WHICH A SCINCK ADACTIF TO SWILL FAMILY. DISTRICTS ON LAND USES, WITH THE EXCEPTION OF MULTI-FAMILY-ZONED PROPERTY. FOR RETALBURY AND WARD USE USERNE, CAMPETED BANS SAME OF LOCATED ON A NUMBER OF PROPERTIES CONCRETE SLAD, SLOPES (1/AF TOP) TO THE CENTED PORT OF THE JUAN, THE COURTS OF THE LAND SPACE CONSISTED ON A PROPERTY LAWS THAT IS CONSISTED TO A PROFESSATION LINE AND PROPERTY INCOMES A DELCARE TRAVE. JAMPHER PERFORMER BUAL HAVE SYSNAG JANDO STETE ALTER WITH HRECE HAN ASSENDERS TO KEUP HAVE COORDA ACTES OF THE WELTZIENE SYMAL DE HANDES ON THE ECHANGE, WHICH HE GIE, TREBACKS SYALL BE USED TO SECURE HAS STEEL CHES HE THE WERN FORSIENE. BUT WALL TO EXTEND A MINNUM OF 18" BELOW COURS. ADMISSION TO THE CITY OF PFLUGERVILLE CONFORM TO THE LANC REQUREMENTS.

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PECAN DISTRICT- PHASE 1



JONES CARTER t"= 40-0" 1/5/2015

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LANDSCAPE SITE DETAILS

