

**Parkland Encroachment**  
**License Agreement No. #\_\_\_\_\_**

The City of Pflugerville, a home-rule municipal corporation located in Travis and Williamson Counties, State of Texas (the “**CITY**”), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Officer, Office of Planning and Development, City of Pflugerville (the “**PROPERTY MANAGER**” or “**City**”), and AHV GUARDIAN LEGACY, LLC, a Delaware limited liability company (“**LICENSEE**”), enter into this License Agreement (this “**AGREEMENT**”), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the non-exclusive right to use 0.50 acres out of the City’s parkland property located in Pflugerville, Texas (the “**LICENSED PROPERTY**”), as shown on the attached and incorporated **Exhibit “A”**, which is located adjacent to and adjoining the Licensee’s property (the “**ADJOINING PROPERTY**”), which is more particularly described on the attached and incorporated **Exhibit “B”**.

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove, **trees with landscape bedding, shrubs with landscape bedding, sod, sidewalk, and irrigation systems** of the size and in the method shown on the attached and incorporated Site Plan Set attached as **Exhibit “C”** (collectively, the “**IMPROVEMENTS**”).
3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.
4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City’s use, maintenance, and repair of the Licensed Property.

If the City causes damage to or destruction of Licensee’s Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City’s uses of the Licensed Property substantially interfere with or destroy Licensee’s use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates, and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in this Agreement, subject to earlier termination as set out in this Agreement.

6. **Limits on License.** The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public parkland or utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the “**FACILITIES**”).

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City’s rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

7. **Conditions.**

- A. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. **Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party’s successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
- C. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days’ written notice to the other owners of the Adjoining Property at the time, if any.
- D. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.
- E. **Security Deposits.** Licensee is not required to post a security deposit.
- F. **Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

8. **Insurance.** Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Pflugerville as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Pflugerville is named as an additional insured.

9. **INDEMNIFICATION.** LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER (“CLAIMS”) THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee of any obligations in this Agreement. In no

event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance referred to in this Agreement does not affect Licensee's obligations under this Section. Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify extends to injuries caused by defective conditions present on the Licensed Property, INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.

**10. Termination.**

**A. Termination by Licensee.** Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs which lien shall be subordinate to any deed of trust lien existing at the time such lien is filed. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

**B. Termination by City.** Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if:

1. The Improvements, or a portion of them, interfere with the City's rights in the Licensed Property and such failure continues beyond the cure period set forth in Section 15 below;
2. Use of the Licensed Property area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to properly and timely maintaining the Improvements and such failure continues beyond the cure period set forth in Section 15 below;
6. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
7. Licensee fails to properly and timely maintain the Improvements as set out herein and such failure continues beyond the cure period set forth in Section 15 below; or
8. City provides ninety-one (91) days' prior written notice of such termination for any reason.

**C. Termination by Abandonment.** If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
12. **Venue/Controlling Law.** Venue for all claims, actions, lawsuits or damages of any kind arising under this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be subject to and construed under Texas law.
13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement unless the assignee agrees to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer. Any assignment not in compliance with this Section 13 shall be void and of no force or affect.
14. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

**If to City:**

**Office of Development Services  
201 E. Pecan St. Bldg. B  
Pflugerville, TX 78660  
Phone: 512-990-6300  
Fax: 512-990-4374**

**If to Licensee:**

**AHV Guardian Legacy, LLC**  
**18881 Von Karman Avenue**  
**Suite 420**  
**Irvine, CA 92612**  
**Phone: 949-892-9110**

15. **Default.** If Licensee fails to provide certificates of insurance, maintain the Licensed Property, comply with the insurance requirements of this Agreement, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days' of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on 8/6, 2018.

CITY OF PFLUGERVILLE, a Texas home rule  
municipal corporation

By: \_\_\_\_\_  
~~Trey Fletcher, Interim City Manager~~ Sereniah Breland, City  
City of Pflugerville Manager

LICENSEE:

AHV GUARDIAN LEGACY, LLC

By:  Mark S. Wolf  
Title: Manager

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on \_\_\_\_, 2018, by ~~Trey Fletcher, Interim~~ Sereniah Breland,  
City Manager, City of Pflugerville, a Texas municipal corporation, on behalf of said corporation.

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

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally  
appeared \_\_\_\_\_, the \_\_\_\_\_, of AHV GUARDIAN LEGACY, LLC, a Delaware  
limited liability company, known to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed.

Given under my hand and seal of office this \_\_ day of \_\_, A.D. 2018.

See attached document

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 6, 2018 before me, Melissa Lynn Cooper, notary public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Mark Wolf  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



**After recording, return to:**

City of Pflugerville  
Office of Development Services  
201 E. Pecan St. Bldg. B  
Pflugerville, TX. 78660

Attn: Jeremy Frazzell  
LA#

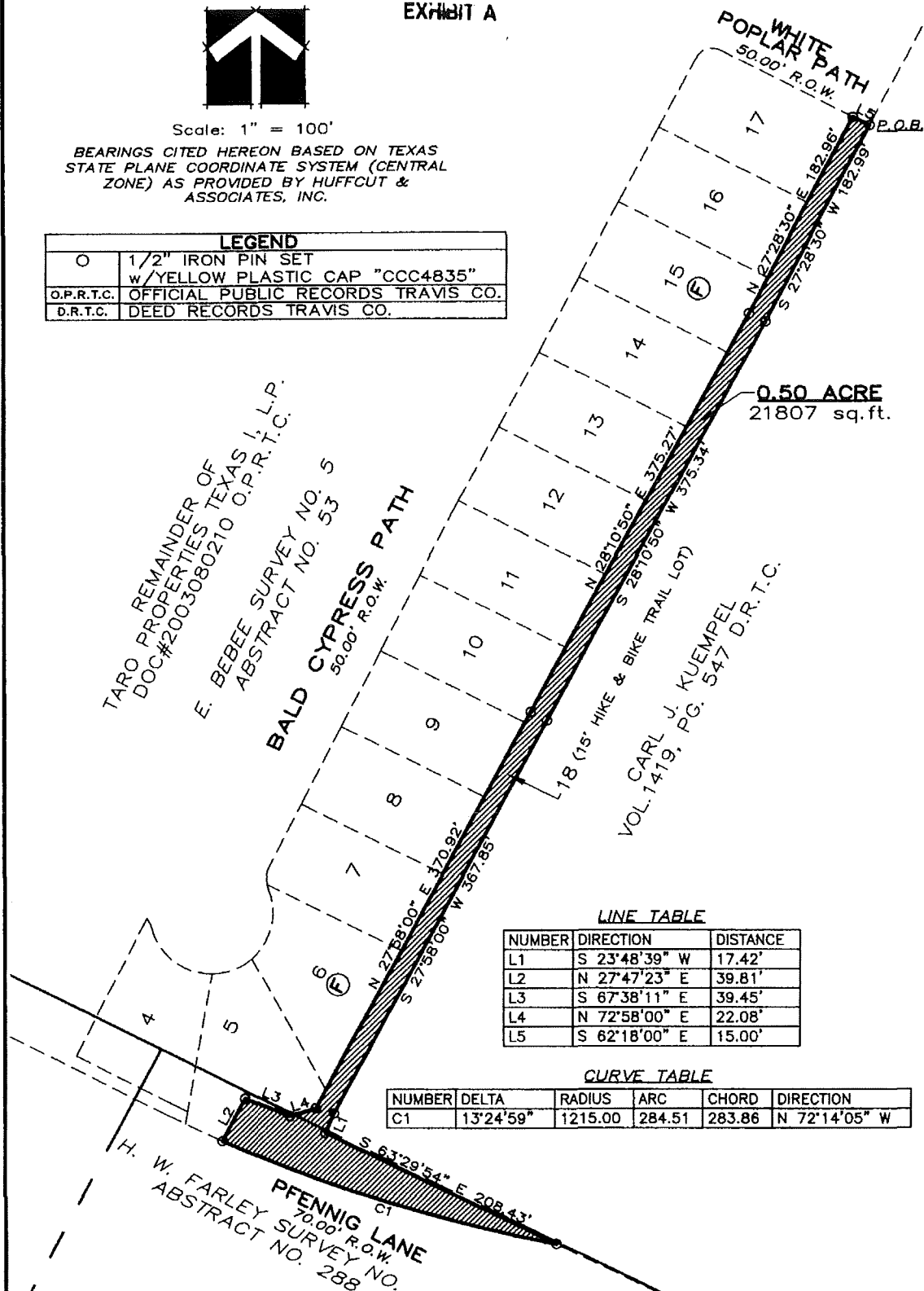
# EXHIBIT A



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS  
STATE PLANE COORDINATE SYSTEM (CENTRAL  
ZONE) AS PROVIDED BY HUFFCUT &  
ASSOCIATES, INC.

LEGEND	
O	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CCC4835"
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.
D.R.T.C.	DEED RECORDS TRAVIS CO.



**Castleberry Surveying, Ltd.**  
203 South I.H. 35, Suite 101  
Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
email: info@castleberrysurveying.com

DATE: 07/11/03

DRAWN: OZ

SHEET

1

OF

2

**FIELD NOTES**

JOB NO: EGPT\_02\0398\_SWENSON\SWENSON\DOCUMENTS\0398\_HB\_LOT\_18\_BLK\_F

DATE: JULY 11, 2003

PAGE: 2 OF 2

**15' HIKE AND BIKE TRAIL LOT**

All that certain tract or parcel of land situated in Travis County, Texas, out of the E. Bebee Survey No. 5, Abstract No. 53 and out of the H. W. Farley Survey No. 4, Abstract No. 288 and being a portion of that tract described as 24.58 acres in a Special Warranty Deed granted to Taro Properties Texas I, L.P., dated March 28, 2003, and recorded as Document No. TRV2003080210 of the Travis County Official Public Records, this tract also being Lot 18, Block "F", of Swenson Farm Single Family, Phase B, a proposed subdivision in Travis County and further described by metes and bounds as follows:

BEGINNING at a point in the west line of that tract described in a Deed granted to Carl J. Kuempel, dated December 30, 1953, and recorded in Volume 1419, Page 547, Travis County Deed Records for the southeast corner of White Poplar Path, a proposed street, and the northeast corner of said Lot 18 and this tract, a 5/8" iron pin found for the most easterly northeast corner of said Taro Properties Texas I, L.P., tract bears N 27°42'59" E 793.17 feet;

THENCE: with the east line of said Lot 18 and this tract in the following five (5) courses,

- (1) S 27°28'30" W 182.99 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (2) S 28°10'50" W 375.34 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (3) S 27°58'00" W 367.85 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (4) S 23°48'39" W 17.42 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southwest corner of said Kuempel tract and an ell corner of said Taro Properties Texas I, L.P., tract and this tract,
- (5) S 63°29'54" E 208.43 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southeast corner of said Taro Properties Texas I, L.P., tract and this tract;

THENCE: 284.51 feet along a curve concave to the northeast ( $\Delta=13^{\circ}24'59"$ ,  $r=1215.00$  feet,  $lc$  bears N 72°14'05" W 283.86 feet) with the north line of Pfennig Lane, a proposed street, and the south line of said Taro Properties Texas I, L.P., tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southwest corner of this tract;

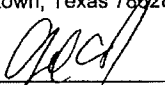
THENCE: with the west line of said Lot 18 and this tract in the following six (6) courses,

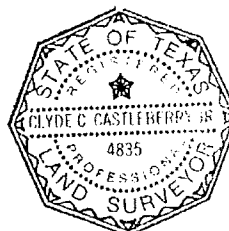
- (1) N 27°47'23" E 39.81 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (2) S 67°38'11" E 39.45 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (3) N 72°58'00" E 22.08 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (4) N 27°58'00" E 370.92 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (5) N 28°10'50" E 375.27 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (6) N 27°28'30" E 182.96 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the south line of said White Poplar Path for the northwest corner of said Lot 18 and this tract;

THENCE: S 62°18'00" E 15.00 feet with the south line of said White Poplar Path and the north line of said Lot 18 to the point of Beginning and containing 0.50 acre (21807 sqft) of land.

Bearings cited hereon based on Texas State Plane Coordinate System (Central Zone) as provided by Huffcut and Associates, Inc.

Castleberry Surveying, Ltd.  
203 South IH 35, Suite 101C  
Georgetown, Texas 78628

  
Clyde C. Castleberry, Jr.  
Registered Professional Land Surveyor No. 4835



CCC/oz



## FIELD NOTES

## FOR

A 17.659 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 100 ACRE TRACT (FIRST TRACT CONVEYED TO C.J. KUEMPEL RECORDED IN VOLUME 1419, PAGE 547 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE E. BEBEE SURVEY NO. 5, ABSTRACT 53 IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS. SAID 17.659 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

**BEGINNING** at a ½" iron rod found for the southernmost corner of a called 3.10 acre tract conveyed to Tejas Viejo Land Co. recorded in Document No. 2004190167 of the Official Public Records of Williamson County, Texas, same being a point in the northwest right of way line of Pfennig Lane, a variable width right of way dedicated to the City of Pflugerville in Document Numbers 200133155, 2001039980 and 2006078503 of the Official Public Records of Travis County, Texas for the easternmost southeast corner and **POINT OF BEGINNING** hereof:

**THENCE S 64°54'35" W**, with the northwest right of way line of said Pfennig Lane, a distance of **570.00 feet** to an iron rod with cap marked "Chaparral" found in the northwest right of way line of said Pfennig Lane for a point of non-tangent curvature and an angle point in the south line hereof;

**THENCE** along the arc of said curve to the right, continuing with the northwest right of way line of said Pfennig Lane, having a **radius of 1215.00 feet**, a **central angle of 36°07'30"**, a **chord bearing and distance of S 82°58'05" W, 753.43 feet**, an **arc length of 766.06 feet** to a an iron rod with cap marked "Chaparral" found in the north right of way line of said Pfennig Lane, same being the easternmost corner of a called 0.50 acre tract, a 15' Hike and Bike Trail dedicated to the City of Pflugerville in Document No. 2004036572 of the Official Public Records of Williamson County, Texas;

**THENCE N 63°14'55" W**, departing the north right of way line of said Pfennig Lane, with a north line of said 0.50 acre tract, a distance of **207.09 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northeast ell corner of said 0.50 acre tract, same being the southwest corner hereof,

**THENCE** with the east line of said 0.50 acre tract the following four (4) courses and distances:

1. **N 21°22'35" E**, a distance of **16.22 feet** to a ½" iron rod found,



2. **N 27°54'20" E**, a distance of **368.14 feet** to an iron rod with cap marked "RPLS 5784" found,
3. **N 28°07'20" E**, a distance of **375.57 feet** to an iron rod with cap marked "RPLS 5784" found and,
4. **N 27°24'50" E**, a distance of **168.96 feet** to an iron rod with cap marked "RPLS 5784" found in the east line of said 0.50 acre tract, same being the westernmost corner of a called 5.00 acre tract conveyed to the Board of Trustees of the Pflugerville Independent School District recorded in Document No. 2008200132 of the Official Public Records of Williamson County, Texas for the north corner hereof,

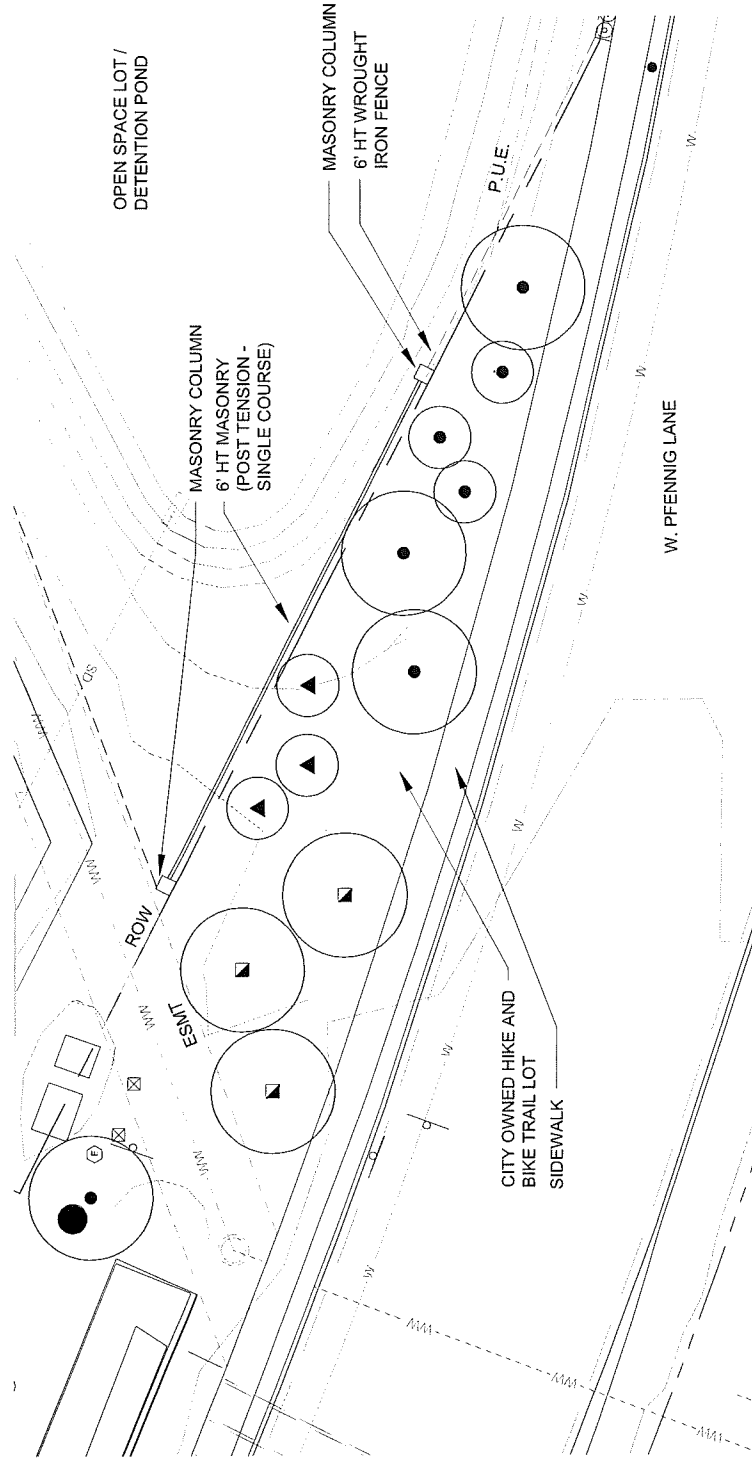
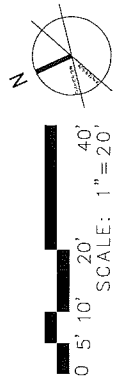
**THENCE** with the southwest line of said 5.00 acre tract, with the southwest line of a called 5.0 acre tract conveyed to the Board of Trustees of the Pflugerville Independent School District recorded in Document No. 2008200131 of the Official Public Records of Williamson County, Texas, with the southwest line of a called 5.0 acre tract conveyed to Logos Baptist Church recorded in Document No. 2004228871 of the Official Public Records of Williamson County, Texas, with the southwest line of a called 4.642 acre tract conveyed to the Korean United Methodist Church of Austin recorded in Document No. 2002213975 of the Official Public Records of Williamson County, Texas the following four (4) courses and distances:

1. **S 63°30'25" E**, a distance of **398.11 feet** to a ½" iron rod found,
2. **S 63°34'25" E**, a distance of **255.96 feet** to a ½" iron rod found,
3. **S 63°25'55" E**, a distance of **257.37 feet** to an iron rod with cap marked "Chaparral" found and ,
4. **S 63°31'10" E**, a distance of **257.45 feet** to a ⅝" iron rod found for the south corner of said 4.642 acre tract, same being a point in the west line of the aforementioned 3.10 acre tract for the northeast corner hereof;

**THENCE S 26°57'50" W**, with the west line of said 3.10 acre tract, a distance of **66.77 feet** to a point the **POINT OF BEGINNING** and containing 17.659 acres in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey map by Pape Dawson Engineers, Inc. under Job Number 50871-00.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 21, 2015  
REVISED: April 29, 2016  
JOB No.: 50871-00  
DOC.ID.: H:\survey\CIVIL\50871-00\Word\17.659Ac\_FN.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01





- NOTES:
1. CITY LOT TO CONTAIN THE FOLLOWING:
    - 6 SHADE TREES AND 6 ORNAMENTAL TREES
    - BERMUDA GRASS
    - ONE BUBBLER PER TREE
    - SPRAY HEADS FOR TURF
  2. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO MAINTAIN LANDSCAPING ON THIS LOT

# VILLAGE ON LEGACY: CITY LOT EXHIBIT

JULY 06, 2018