



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 10, 2012

**Prepared By:** Michael Hettenhausen, Phone #: 854-7563

**Division Director/Manager:** Anna Bowling, Division Director Development Services

**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Sorento Preliminary Plan [Preliminary Plan - 991 total lots (961 single family lots, 8 public parkland lots, 3 private parkland lots, 9 private landscape lots, 7 public hike and bike trail lots, 1 public access lot, and 2 multi-family and development reserve lots) - 356.5 acres - City of Pflugerville ETJ]; and
- B) A phasing agreement between Travis County and Cactus Investments, L.P. in Precinct One.

### **BACKGROUND/SUMMARY OF REQUEST:**

A) This preliminary plan consists of 991 total lots (961 single family lots, 8 public parkland lots, 3 private parkland lots, 9 private landscape lots, 7 public hike and bike trail lots, 1 public access lot, and 2 multi-family and development reserve lots) on 356.5 acres. The property fronts on Jesse Bohls Road to the south and Weiss Lane to the west. The application includes 42,744.67 linear feet of proposed public streets. Water service will be provided by the City of Pflugerville, and wastewater service will be provided by Travis County Municipal Utility District #17. Parkland dedication or fees in lieu of parkland dedication will be satisfied with each final plat out of the preliminary plan.

B) The developer desires to develop the property in phases and will therefore subsequently submit for City of Pflugerville and Travis County approval final plats and construction plans for the street, drainage, and other improvements in phases until all portions or phases of the Sorento Subdivision have been final platted and recorded. To this end, the developer intends to enter into a phasing agreement with Travis County to establish how and when the developer will contribute funds for the developer's pro rata share of the necessary street and drainage infrastructure requirements adjacent to and near the property, pursuant to Travis County Subdivision requirements. In consideration of the premises and promises contained within the agreement, the developer and the county agree that, with the associated final plats and construction plans, the developer shall post fiscal security in a form

and amount satisfactory for construction of the several roadway improvements outlined in the Traffic Impact Analysis and proposed phasing agreement.

**STAFF RECOMMENDATIONS:**

As this preliminary plan application meets all Travis County requirements and was approved by the City of Pflugerville Planning and Zoning Commission on April 24, 2012, Travis County staff recommends approval of the preliminary plan and phasing agreement.

**ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries or registered any interested parties for this application.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Precinct map
- Location map
- Proposed preliminary plan
- Proposed phasing agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

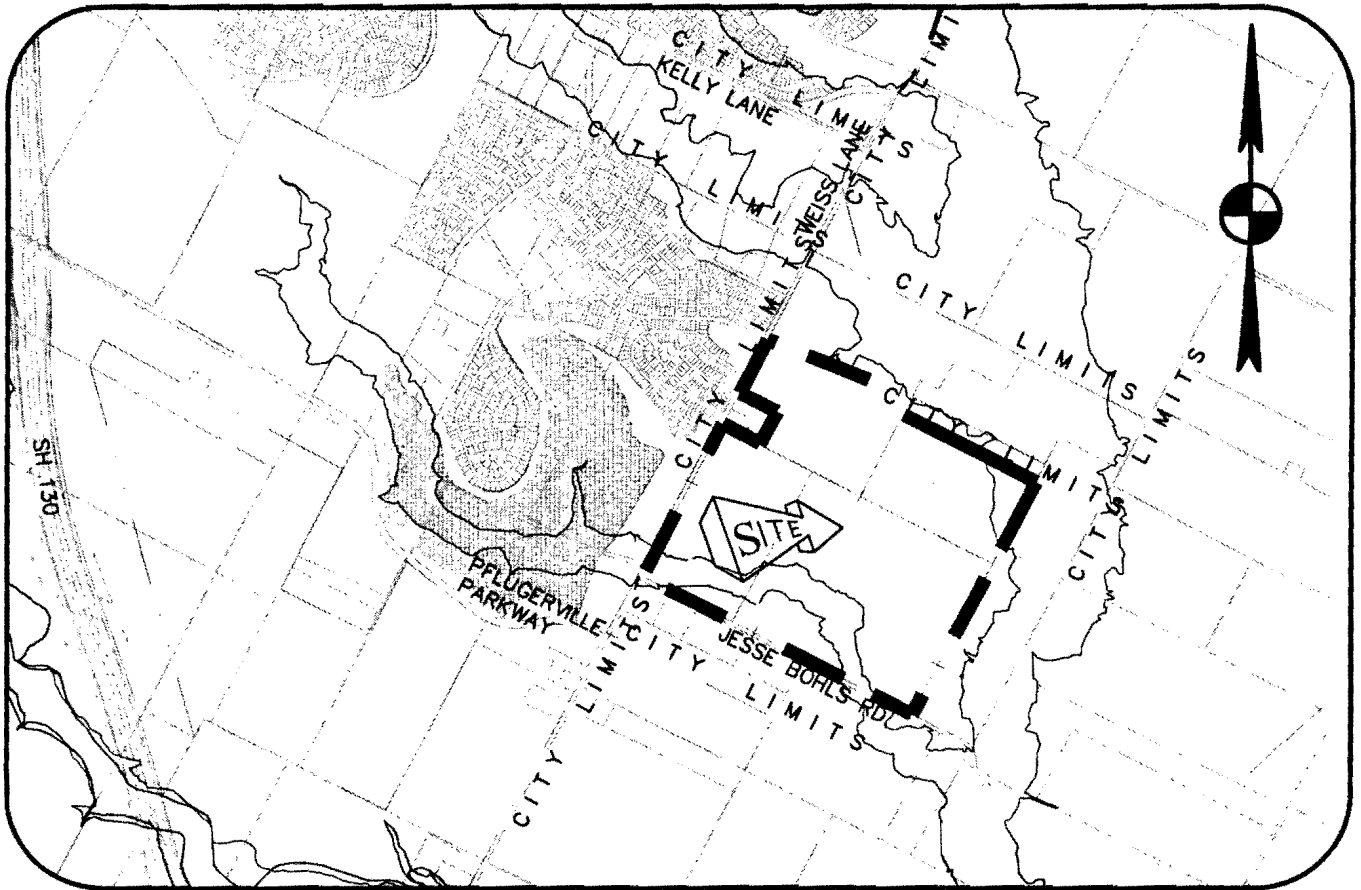
**CC:**


**SM:AB:mh**  
**1101 - Development Svs- Sorento Preliminary Plan**

Precinct One

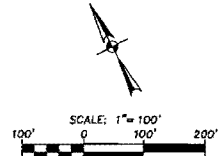


# PFLUGERVILLE

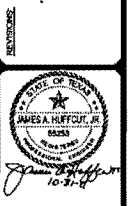


**VICINITY MAP**  
NOT TO SCALE





- LEGEND**
- 80' OUTSIDE BOUNDARY
  - OFFICIAL TRACT BOUNDARY
  - PLUMB SUBDIVISION
  - FINAL SOIL FLOODPLAIN
  - EXISTING FENCE
  - EASEMENT
  - 1/2\"/>

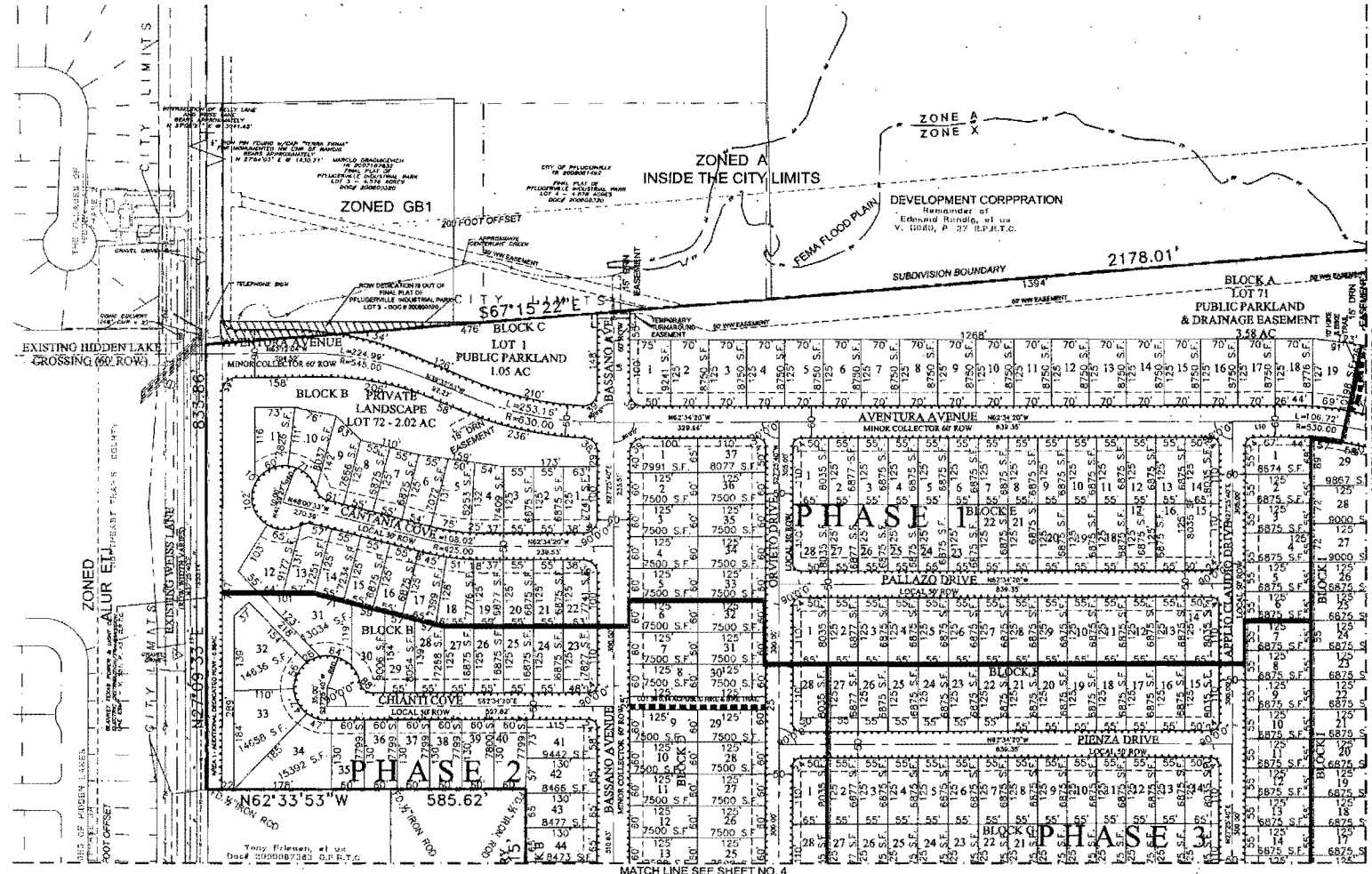


**PAPE-DAWSON ENGINEERS**

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 LICENSE NO. 10397  
 LICENSE NO. 10397  
 LICENSE NO. 10397

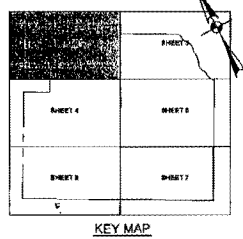
**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**

JOB NO. 60703-02  
 DATE OCTOBER 31, 2011  
 CHECKED ROSE  
 DRAWN MT  
 SHEET 2 OF 23



MATCH LINE SEE SHEET NO. 3

MATCH LINE SEE SHEET NO. 4

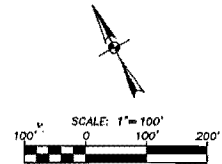


KEY MAP

DATE: MAY 26, 2011, 3:00 PM, DRAWN BY: J. HUFFCUT, JR., CHECKED BY: ROSE, PROJECT NO.: 60703-02

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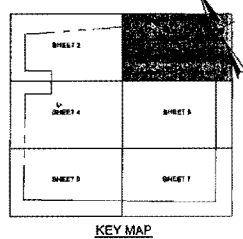
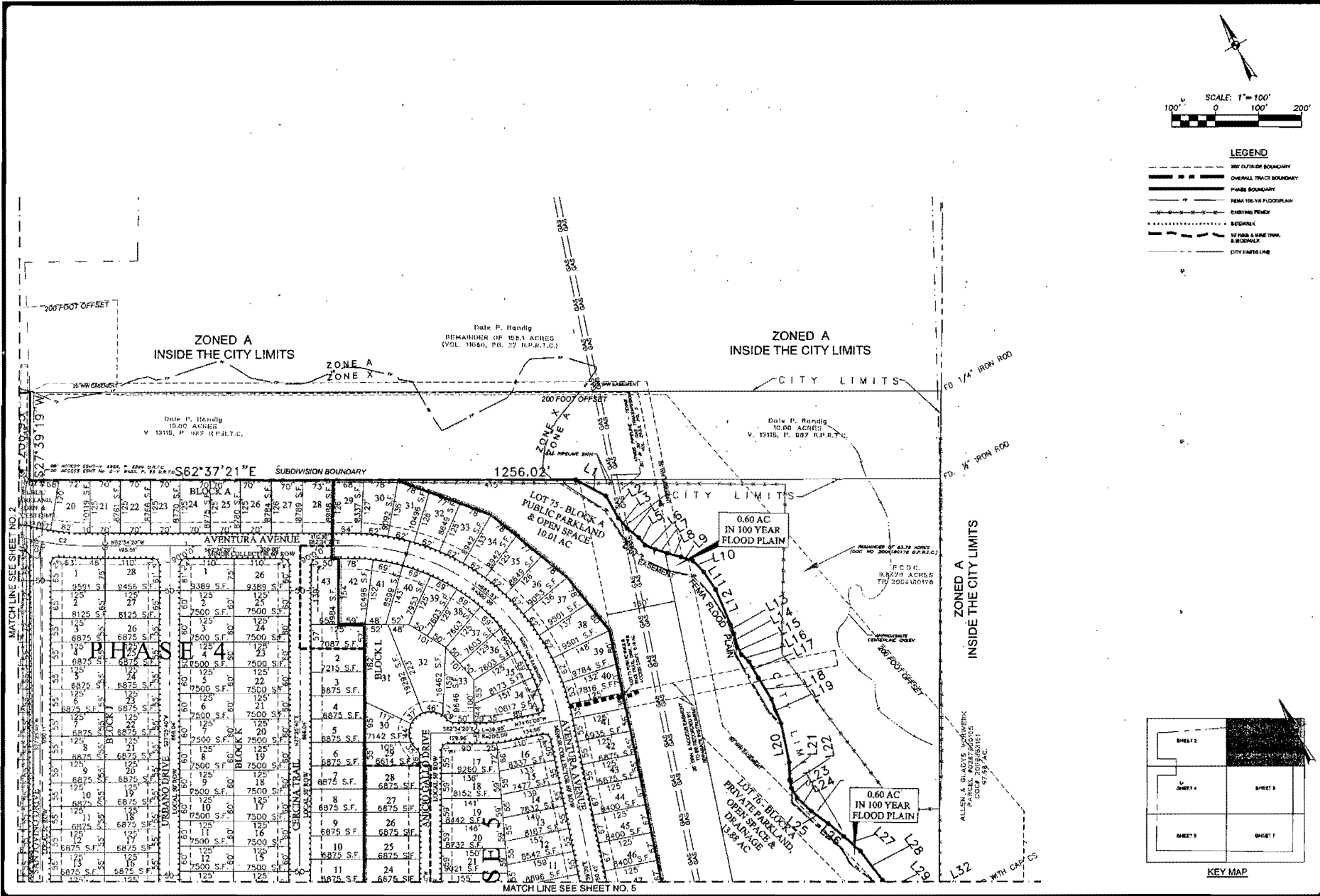
- LEGEND**
- 300' OUTSIDE BOUNDARY
  - OVERALL TRACT BOUNDARY
  - PHASE BOUNDARY
  - PERM 100-YR FLOODPLAIN
  - CHANGING FENCE
  - BEDROCK
  - 10' FENCE & BARE TYP. & BODYPOLK
  - CITY LIMITS LINE



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**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**

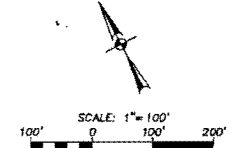
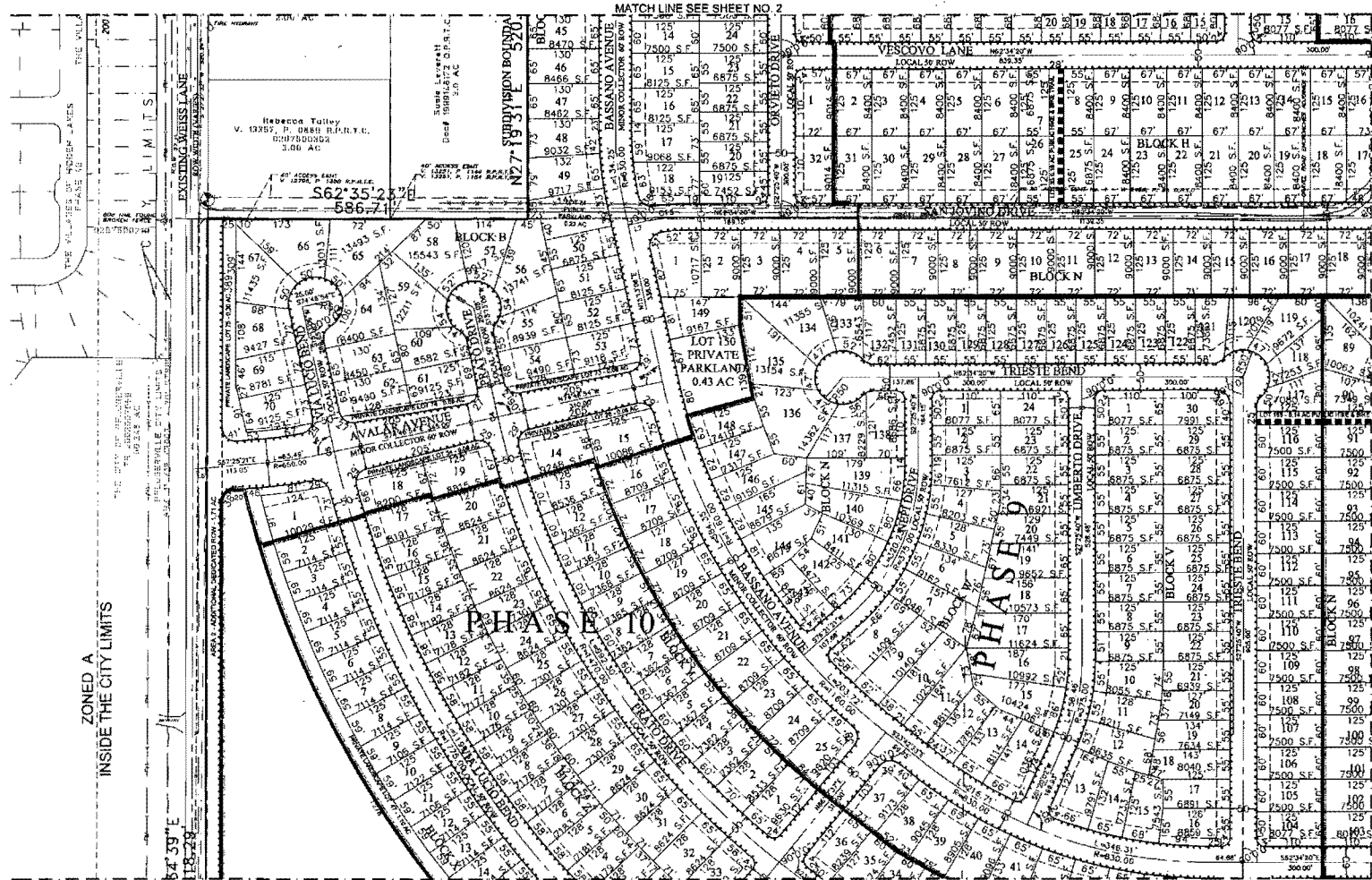
JOB NO: 20100100  
 DATE: OCTOBER 31, 2011  
 DESIGNER: RJS  
 CHECKED: DOWNEY MT  
 SHEET 3 OF 23



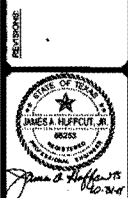
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DATE: Oct 31, 2011, DRAWN: JESSIE R. VECILO

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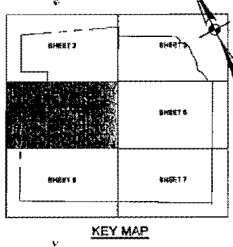


- LEGEND**
- 20' OUTSIDE BOUNDARY
  - OVERALL TRACT BOUNDARY
  - PLAT BOUNDARY
  - 10' YEAR FLOODPLAIN
  - EXISTING FENCE
  - BODYPACK
  - 10' WALK & BIKE TRAIL & BIOWALK
  - CITY LIMITS LINE



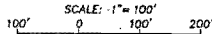
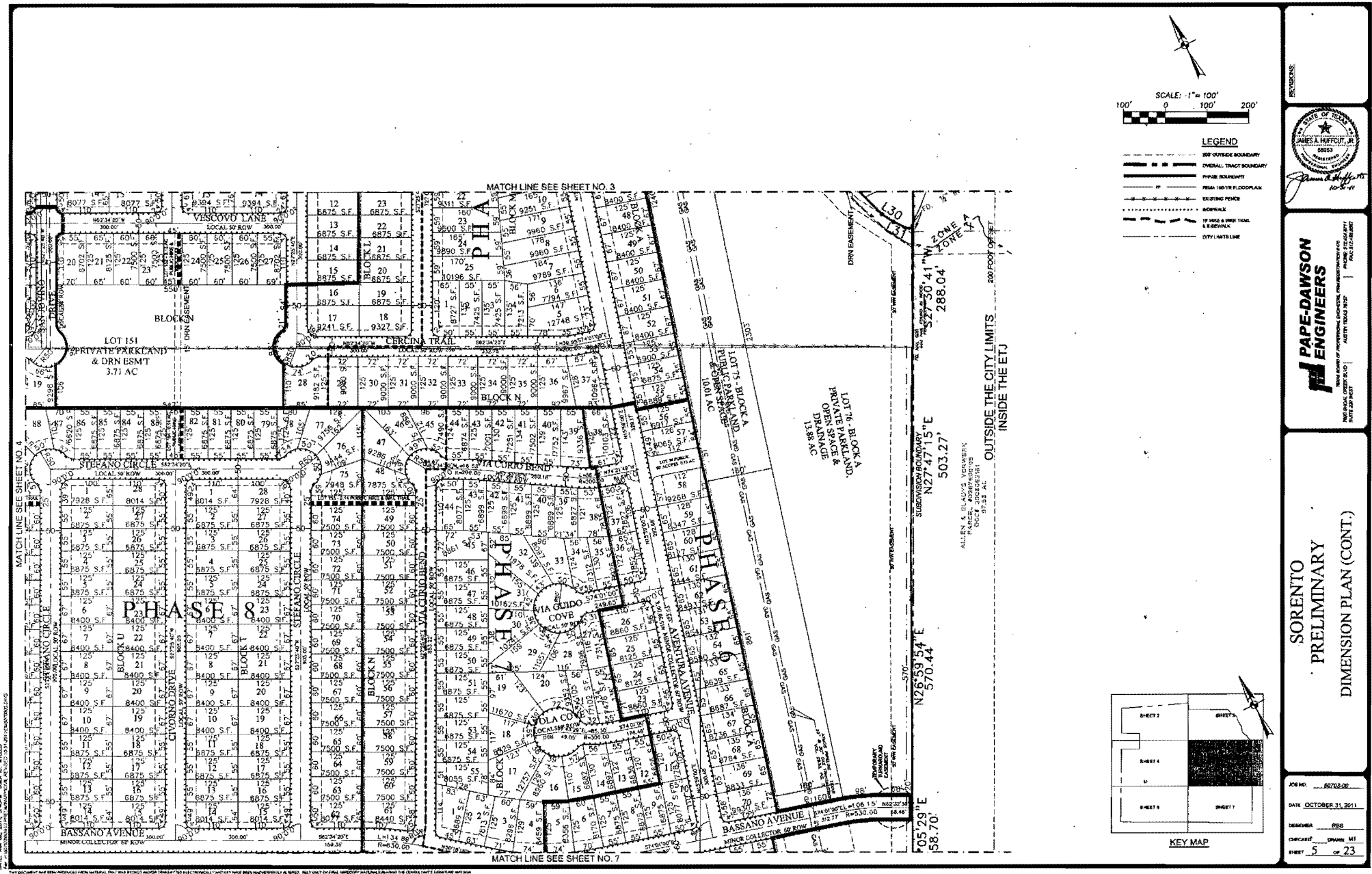
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 10000 WEST 10TH STREET, SUITE 100, DALLAS, TEXAS 75244  
 PHONE: 972.412.1111 FAX: 972.412.1112  
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**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**



JOB NO: 80703-00  
 DATE: OCTOBER 31, 2011  
 DESIGNED: RBS  
 CHECKED: JLD DRAWN: MT  
 SHEET 4 OF 23



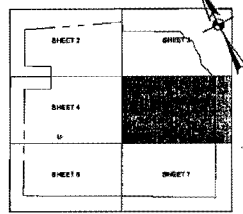


SCALE: 1" = 100'

LEGEND

- 80' OUTSIDE BOUNDARY
- OVERALL TRACT BOUNDARY
- PAVED BOUNDARY
- PERM. 100-YR FLOODPLAIN
- EXISTING FENCE
- SIDEWALK
- 1/2" HOLE & WIRE TRAIL & BENEATH
- CITY LIMITS LINE

KEY MAP



REVISIONS:

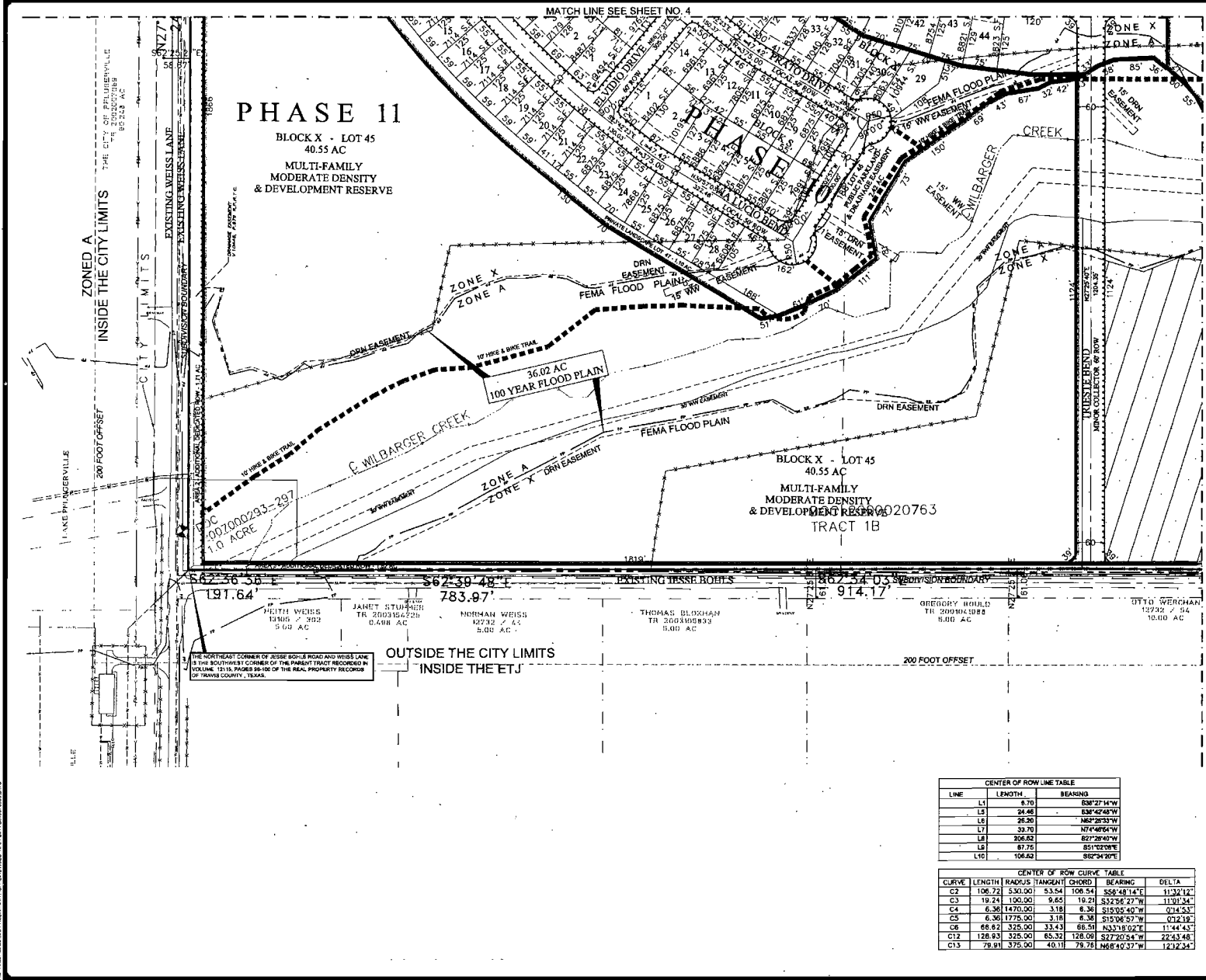


**PAPE-DAWSON ENGINEERS**  
 1000 W. MAIN ST., SUITE 200  
 MEMPHIS, TN 38103  
 PHONE: 901.527.1100  
 FAX: 901.527.1101

**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**

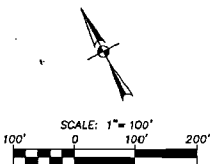
DATE: OCTOBER 31, 2011  
 DRAWN BY: RBG  
 CHECKED BY: UHAW, MI  
 SHEET 5 OF 23

DATE: OCT 31, 2011, 2:28PM USER: G. WELLS



**PHASE 11**  
 BLOCK X - LOT 45  
 40.55 AC  
 MULTI-FAMILY  
 MODERATE DENSITY  
 & DEVELOPMENT RESERVE

BLOCK X - LOT 45  
 40.55 AC  
 MULTI-FAMILY  
 MODERATE DENSITY  
 & DEVELOPMENT RESERVE  
 TRACT 1B



**LEGEND**

- 300' OUTSIDE BOUNDARY
- OVERALL TRACT BOUNDARY
- PHASE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- EXISTING FENCES
- SIDEWALK
- 10' WALK & BIKE TRAIL & BIOWALK
- CITY LIMITS LINE

**BOUNDARY LINE TABLE**

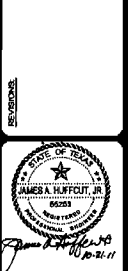
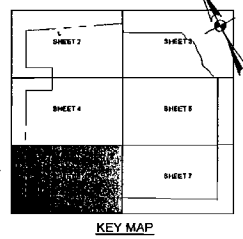
LINE	BEARING	LENGTH
L1	S 33°08'20" E	78.44'
L2	S 01°42'24" E	59.99'
L3	S 11°04'11" E	30.08'
L4	S 23°35'56" E	35.00'
L5	S 12°30'46" E	23.54'
L6	S 41°01'31" E	25.30'
L7	S 44°32'41" E	20.97'
L8	S 42°28'03" E	33.37'
L9	S 45°08'39" E	28.94'
L10	S 16°28'03" E	35.88'
L11	S 02°50'22" E	50.00'
L12	S 02°00'12" W	85.45'
L13	S 08°13'32" W	23.04'
L14	S 14°42'31" W	30.38'
L15	S 00°00'15" W	21.73'
L16	S 18°32'20" E	24.24'
L17	S 01°34'20" E	43.40'
L18	S 03°53'23" E	57.54'
L19	S 05°28'04" W	61.64'
L20	S 12°43'46" W	94.11'
L21	S 25°49'58" W	41.11'
L22	S 14°54'43" W	19.83'
L23	S 02°48'43" E	28.83'
L24	S 18°22'32" E	44.41'
L25	S 25°55'57" E	49.60'
L26	S 22°23'32" E	46.94'
L27	S 20°08'22" E	51.69'
L28	S 09°20'20" E	85.45'
L29	S 17°02'36" E	83.67'
L30	S 28°47'26" E	32.00'
L31	S 37°11'18" E	38.44'
L32	S 55°29'46" E	12.86'

**CENTER OF ROW LINE TABLE**

LINE	LENGTH	BEARING
L1	6.70	S89°27'14"W
L3	24.46	S31°42'48"W
L6	26.20	N62°28'33"W
L7	33.70	N74°48'54"W
L8	29.62	S27°28'48"W
L9	87.75	S51°02'08"E
L10	106.62	S82°34'20"E

**CENTER OF ROW CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C2	106.72	530.00	53.54	106.54	S58°48'14"E	113°32'12"
C3	19.24	100.00	9.65	19.21	S33°29'27"W	119°34'
C4	6.36	1470.00	3.18	6.36	S15°05'40"W	014°53'
C5	6.36	1775.00	3.18	6.36	S15°06'57"W	012°18'
C6	68.62	325.00	33.31	68.51	N33°18'02"E	1144°43'
C12	128.93	325.00	65.32	128.09	S77°20'34"W	224°48'
C13	78.91	375.00	40.11	78.78	N68°40'37"W	123°34'



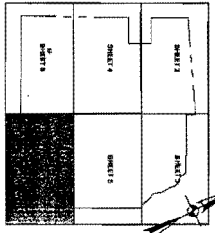
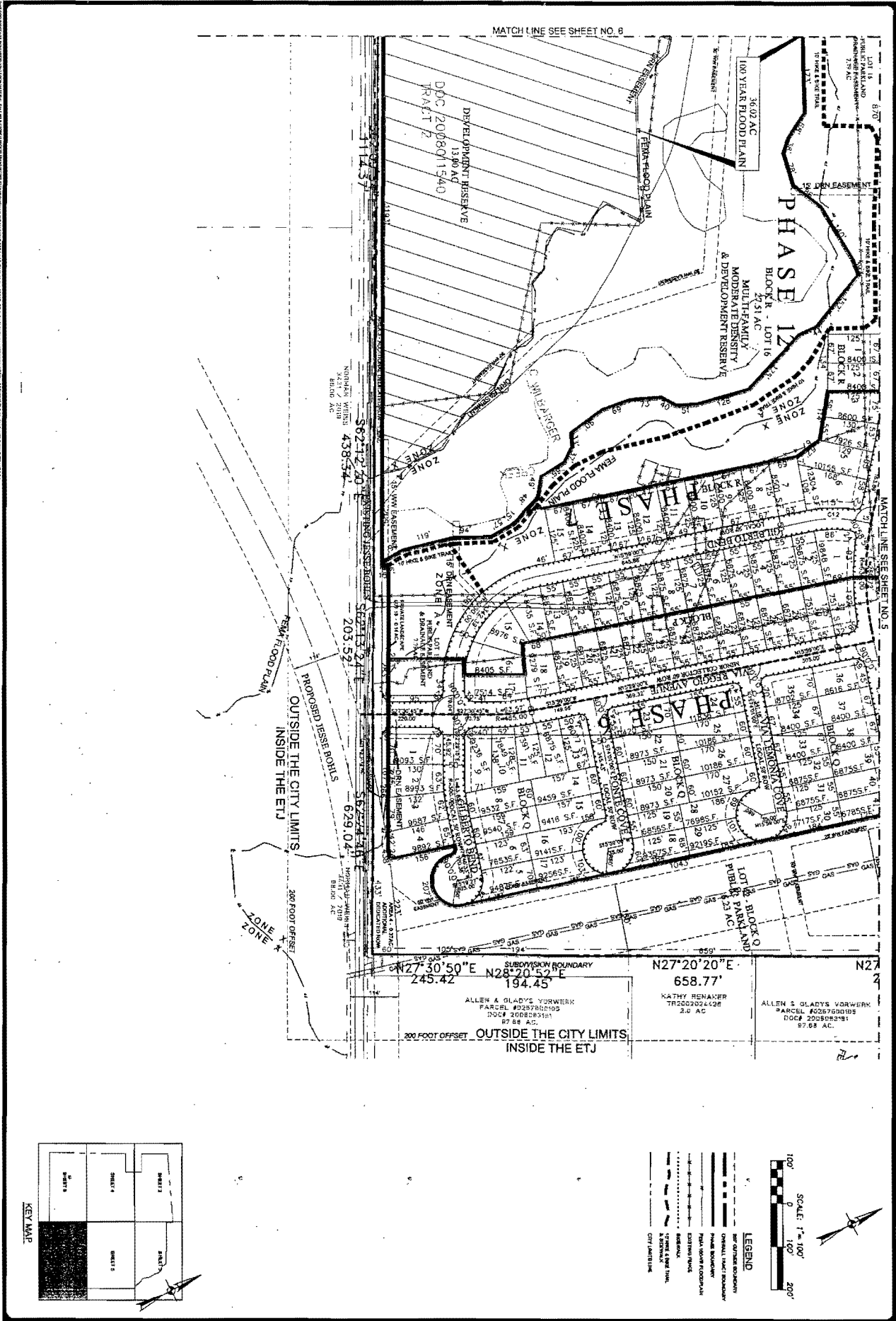
**PAPE-DAWSON ENGINEERS**  
 1000 WEST 11TH STREET, SUITE 1000  
 DENVER, COLORADO 80202  
 PHONE: 303.733.8888  
 FAX: 303.733.8887

**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**

JOB NO: 80703-00  
 DATE: OCTOBER 31, 2011  
 DESIGNER: RBB  
 CHECKED: J. DAVAN, MT  
 SHEET: 6 OF 23

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MATCH LINE SEE SHEET NO. 6



**LEGEND**

- SUBDIVISION BOUNDARY
- PHASE BOUNDARY
- LOT BOUNDARY
- STREET BOUNDARY
- UTILITY
- EASEMENT
- PROPOSED JESSIE BOHNS
- 200 FOOT OFFSET
- CITY LIMITS
- ETJ BOUNDARY

SCALE: 1" = 100'

<p>DATE: OCTOBER 31, 2011</p> <p>COMPILED BY: GIB</p> <p>CHECKED BY: B. MATELO</p> <p>SCALE: 1" = 100'</p>	<p><b>SORENTO</b></p> <p><b>PRELIMINARY</b></p> <p><b>DIMENSION PLAN (CONT.)</b></p>	<p><b>PAPE-DAWSON</b></p> <p><b>ENGINEERS</b></p> <p>TEXAS BOARD OF PROFESSIONAL ENGINEERS, LICENSE NO. 10749</p> <p>1800 BIRCH CREEK BLVD. SUITE 200 WEST AUSTIN TEXAS 78727 PHONE: 512.644.1111 FAX: 512.438.8887</p>	<p>REVISIONS:</p> <table border="1"><tr><td>NO.</td><td>DESCRIPTION</td></tr><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr><tr><td>3</td><td></td></tr><tr><td>4</td><td></td></tr><tr><td>5</td><td></td></tr><tr><td>6</td><td></td></tr><tr><td>7</td><td></td></tr><tr><td>8</td><td></td></tr><tr><td>9</td><td></td></tr><tr><td>10</td><td></td></tr><tr><td>11</td><td></td></tr><tr><td>12</td><td></td></tr><tr><td>13</td><td></td></tr><tr><td>14</td><td></td></tr><tr><td>15</td><td></td></tr><tr><td>16</td><td></td></tr><tr><td>17</td><td></td></tr><tr><td>18</td><td></td></tr><tr><td>19</td><td></td></tr><tr><td>20</td><td></td></tr><tr><td>21</td><td></td></tr><tr><td>22</td><td></td></tr><tr><td>23</td><td></td></tr></table>	NO.	DESCRIPTION	1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23	
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**SORENTO  
PHASING AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**THIS AGREEMENT** is made and entered into by and between **Cactus Investments, L.P.**, (the “Developer”), and **Travis County, Texas**, (the “County”), hereinafter collectively referred to as the “Parties,” for the purposes and consideration stated herein.

**WHEREAS**, the Developer is in the process of subdividing that certain 356.50 acre tract of land (the “Property”) described in **Exhibit “A”**, which is attached hereto and made a part hereof, which the Developer has designated as Sorento Subdivision and which is in the extra territorial jurisdiction (“ETJ”) of Pflugerville, the County of Travis and within the boundaries of Travis County Municipal Utility District #17 (the “District”); and

**WHEREAS**, access to the Property is provided by Weiss Lane and Jesse Bohls Road and the development of the Property will create the need for improvements to Weiss Lane and Jesse Bohls Road; and

**WHEREAS**, a portion of Weiss Lane and Jesse Bohls Road abutting the Property is within the corporate limits of the City of Pflugerville and a large portion of Weiss Lane and Jesse Bohls is in the ETJ of Pflugerville; and

**WHEREAS**, the Developer has currently submitted a Preliminary Plan to the City for the entire project which has been approved by the City of Pflugerville Planning Commission; and

**WHEREAS**, the Developer desires to develop the Property in phases and will therefore subsequently submit for City and County approval final plats and construction plans for the street, drainage, and other improvements in phases until all portions or phases of the Sorento Preliminary Subdivision Plan have been built, final platted and recorded; and

**WHEREAS**, the Developer and the County desire to provide for the orderly development of the Property and the construction of all the required street, drainage and utility infrastructure and in accordance with the recommendations provided in the Developer’s Traffic Impact Analysis dated July 26, 2010 and the Technical Addendum of the Traffic Impact Analysis (dated May 10, 2011). The street and drainage improvements include the widening of Weiss Lane and the installation of left and right turn lanes as listed in the TIA Technical Addendum. The proposed street improvements also include the realignment and reconstruction of Jesse Bohls Road; and

**WHEREAS**, the Parties intend in this Agreement to establish how and when the Developer will contribute funds for the Developer’s pro rata share of the necessary street and drainage

infrastructure requirements adjacent to and near the Property, pursuant to County Subdivision requirements.

**NOW, THEREFORE**, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS.

- a. The Developer shall post fiscal security in a form and amount satisfactory for construction of the following improvements with the final plats and construction plans as listed below.
  - (i) A dedicated right turn lane on northbound Weiss Lane at Hidden Lake Crossing/Aventura Avenue with Phase 1.
  - (ii) A dedicated right turn lane on northbound Weiss Lane at Avalor Avenue with Phase 2.
  - (iii) A left turn lane on southbound Weiss Lane at Aventura Avenue and southbound Weiss Lane at Avalor Avenue with Phase 4.
  - (iv) A left turn lane on eastbound Jesse Bohls Road at Via Reggio Avenue with Phase 6.
  - (v) Left turn lanes to eastbound Jesse Bohls Road at any driveway and Trieste Bend locations for site plans or Final Plat for Phases 11 and 12.
  - (vi) Left turn lanes to southbound Weiss Lane at any driveways or street access points at site plan or Final Plat for Phase 11.
- b. The Developer shall post fiscal security in a form and amount satisfactory for construction of the improvements described in subparagraph a. above with the final plats and construction plans for such phased construction.
- c. As a condition of construction plan approval, the Developer shall obtain final plat approval from Pflugerville Planning & Zoning and Travis County Commissioners Court and post fiscal security acceptable to both the City and the County. As a condition of final plat recording, the Developer shall post fiscal security in an amount of 110% of the approved construction cost estimate as accepted by the City and County, or obtain final construction acceptance from the City and County of the improvements and provide a two (2) year warranty bond for the improvements.
- d. If the City enters into an arrangement satisfactory to the County to allow the County to draw as necessary on any deposits made to the City's Infrastructure Fund by the Developer which is described in Section 5 of the Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts, such withdrawal of

Fund deposits shall be used for improvements to Weiss Lane in the vicinity of the Property or may be used or credited in any other manner agreed to by the Parties.

- e. This Agreement addresses only the impacts of development of the Property with respect to improvements required by the Traffic Impact Analysis and the Technical Addendum of the Traffic Impact Analysis described above.

## 2. PROJECT PHASING.

In the phased development of the Property, the County will, subject to the performance by the Developer of its obligations under this Agreement and in compliance with Travis County Standards for Construction of Streets and Drainage in Subdivisions and other applicable requirements, approve the Preliminary Plan for the Sorento Subdivision, and, subject to compliance with applicable standards and the performance by the Developer of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of the Sorento Subdivision. Without limiting the foregoing, if the County has not accepted for maintenance streets or other public improvements in an approved final plat within the Property because the Developer has failed either to post a two-year warranty bond, or failed to make repairs to County standards during the warranty period, or otherwise to comply with this Agreement, the County may disapprove any application for any other final plat within the Property. The Developer shall also post any required fiscal security to secure final plat infrastructure construction required by the City with the City if request is made to record the plat prior to construction and acceptance of subdivision improvements.

## 3. ACCEPTANCE BY COUNTY

The Developer acknowledges that the public roadways and other improvements within the Sorento Subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developer agrees to post a two-year warranty bond to insure satisfactory performance of the street and drainage improvements or to leave 10% of the fiscal security posted with Travis County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City.

## 4. RELEASE AND INDEMNITY

The Developer agrees that the County and its officers, agents, and employees shall not be liable or responsible for, and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits, attorney fees, liability for injury to or death of any person or damage to any property arising out of or in connection with any actions or omissions by the Developer under the terms of this Agreement, whether or not wholly or partially the fault of the Developer.



## 5. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- b. Restrictive Covenant: This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.
- c. Amendment to Agreement: Any revisions, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- d. Assignment by the Developer: The rights, duties, and responsibilities of the Developer may be assigned only with the consent of the County which consent will not be unreasonably withheld or unduly delayed by the County.
- e. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- f. Notice: Any notices to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party. (i) by delivering same in person, (ii) by depositing the same in the United States Postal Service mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Developer:

Cactus Investments, L.P.  
Mr. John Lloyd  
4111 Lake Place Lane  
Austin, Texas 78746

With copy to: Terrence L. Irion  
1250 S. Capital of Texas Hwy.  
3 Ceilo Center, Suite 601  
Austin, Texas 78746

Travis County: Steven Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78767

With required copy to: Chris Gilmore (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.000

The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas, and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. Number and gender and "Developer" entity status: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement. In addition, it is recognized that the term "Developer" is a nominal title and is not intended to confer rights on any party, who does not have such rights, but is instead intended to effect the joiner of all interested parties to the extent of any interest that they hold in the land which is the subject of this Agreement and any development of such land.
- k. When mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the parties agree to use mediation as described in Section 154.021 of the

Texas Civil Practice and Remedies Code. Unless the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.071 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

EXECUTED to be effective as of the later date set forth below.

CACTUS INVESTMENTS, L.P.

By: [Signature]  
John Lloyd, Its MANAGER  
Date: 6/21/12

TRAVIS COUNTY TEXAS

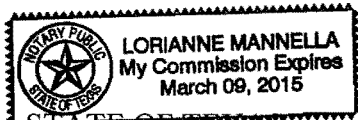
By: \_\_\_\_\_, Travis County Judge  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Travis County Clerk  
Date: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 21<sup>ST</sup> of June, 2012, by John Lloyd on the behalf of Cactus Investments, L.P.



Lorianne J. Mannella  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by Samuel T. Biscoe, Travis County Judge.

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

# Exhibit “A”

**FIELD NOTES**

JOB NO:

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DATE: May 31, 2005

PAGE: 1 OF 2

**237.56 ACRES**

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 2060.37 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 218.56 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 C. Renaker, dated December 31, 2001, and recorded as Document No. 2002024426, 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 168.33 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°06'39" 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;

**FIELD NOTES**

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DATE: May 31, 2005

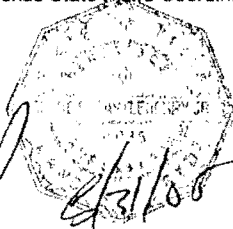
PAGE: 2 OF 2

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.

Bearings hereon based Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

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



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

CCC/sle



**FIELD NOTES**

JOB NO: R:\2007\_PROJECTS\70094-00\_The John Bray  
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 DATE: December 6, 2007  
 PAGE: 1 OF 4

**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 ½" 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°07'19" E 833.45 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 ½" 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°15'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" 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 P. 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 ½" 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 (13115/987) tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a ½" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.16 feet;

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

1. S 33°06'35" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

**FIELD NOTES**

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DATE: December 6, 2007  
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5. S 12°31'01" E 23.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 25.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°59'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" 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 ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'38" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 61.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 15°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°56'12" E 49.63 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.67 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" 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 ½" 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 267.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 60d 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 2089.60 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a ½" 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 ½" 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 ½" iron pin found for an interior ell 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 ½" 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 119.023 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)

 12-6-07

John Jeremy Miller, R.P.L.S. No. 5720  
Castleberry Surveying, Ltd.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628

JJM/adm

