



Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: April 16, 2013

Prepared By: Michael Hettenhausen Phone #: 854-7563

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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) Revised Sorento Preliminary Plan [Revised Preliminary Plan - 970 total lots (944 single family lots, 8 public parkland lots, 3 private parkland lots, 6 private landscape lots, 6 private 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 Sorento Holdings 2012 LLC in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) The original preliminary plan, approved by Court July 10, 2012, consisted of 991 total lots on 356.5 acres. This revision proposes to reduce the total number of lots from 991 to 970, mostly by reducing the number of single family lots from 961 to 944. In addition to the lot reduction, Aventura Avenue and Avalor Avenue (now Avalor Way) right-of-way (ROW) has been modified to provide room for future monumentation at the entrance to the subdivision.

The Sorento property fronts on Jesse Bohls Road to the south and Weiss Lane to the west. The application includes 43,285.22 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 original preliminary plan included a phasing agreement between Travis County and Cactus Investments, L.P. The new owner, Sorento Holdings 2012, LLC, desires to revise the original phasing agreement to reference the new ownership as well as the approved street name changes. As with the original owner, the new owner intends 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 revised preliminary plan application meets all Travis County requirements and was approved by the City of Pflugerville Planning and Zoning Commission on April 1, 2013, Travis County staff recommends approval of the revised 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 revised preliminary plan
- Original proposed phasing agreements

REQUIRED AUTHORIZATIONS:

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

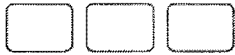
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1101 - Development Svs- Revised Sorento Preliminary Plan

Precinct Map

BETA GIS



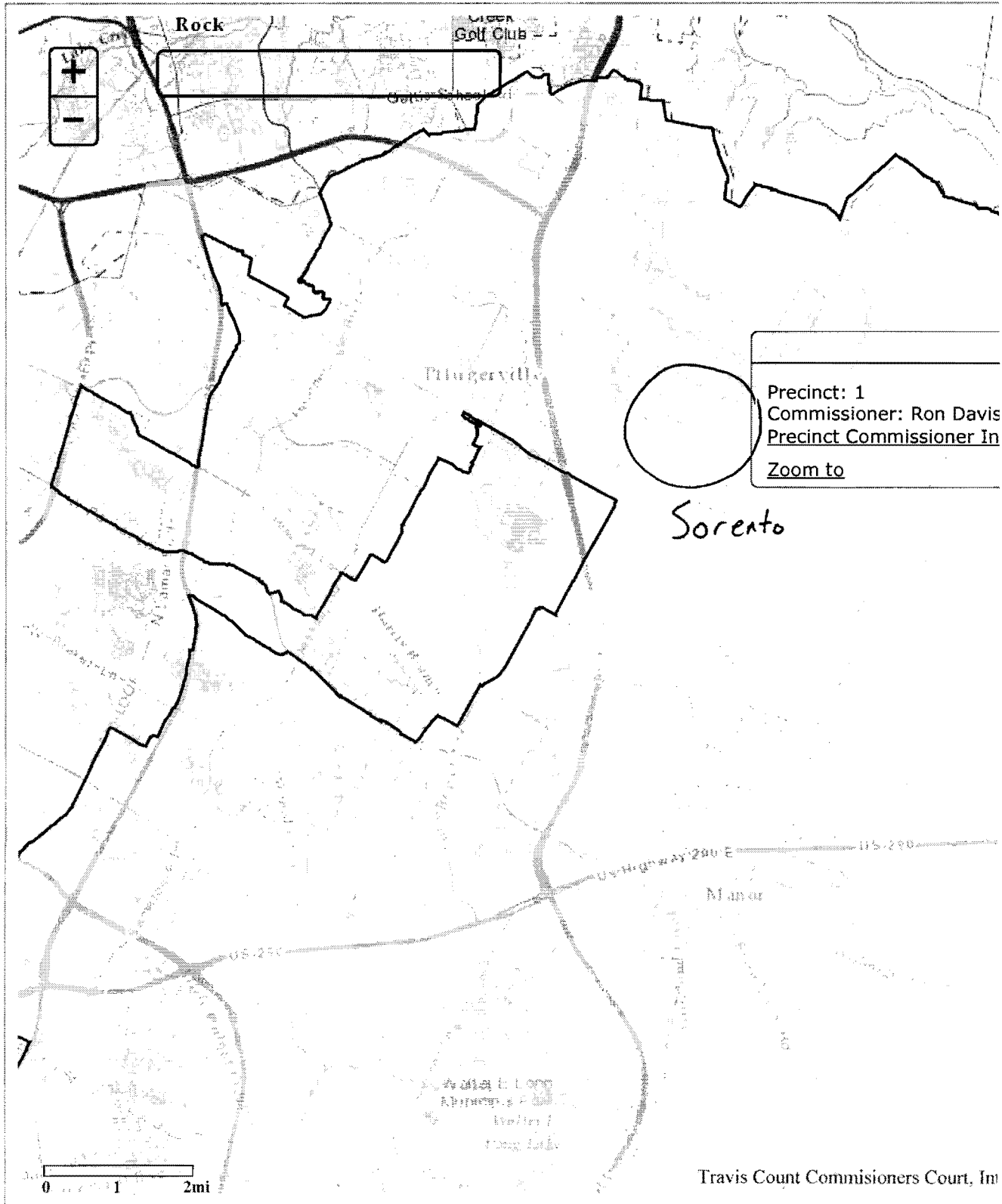
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Line

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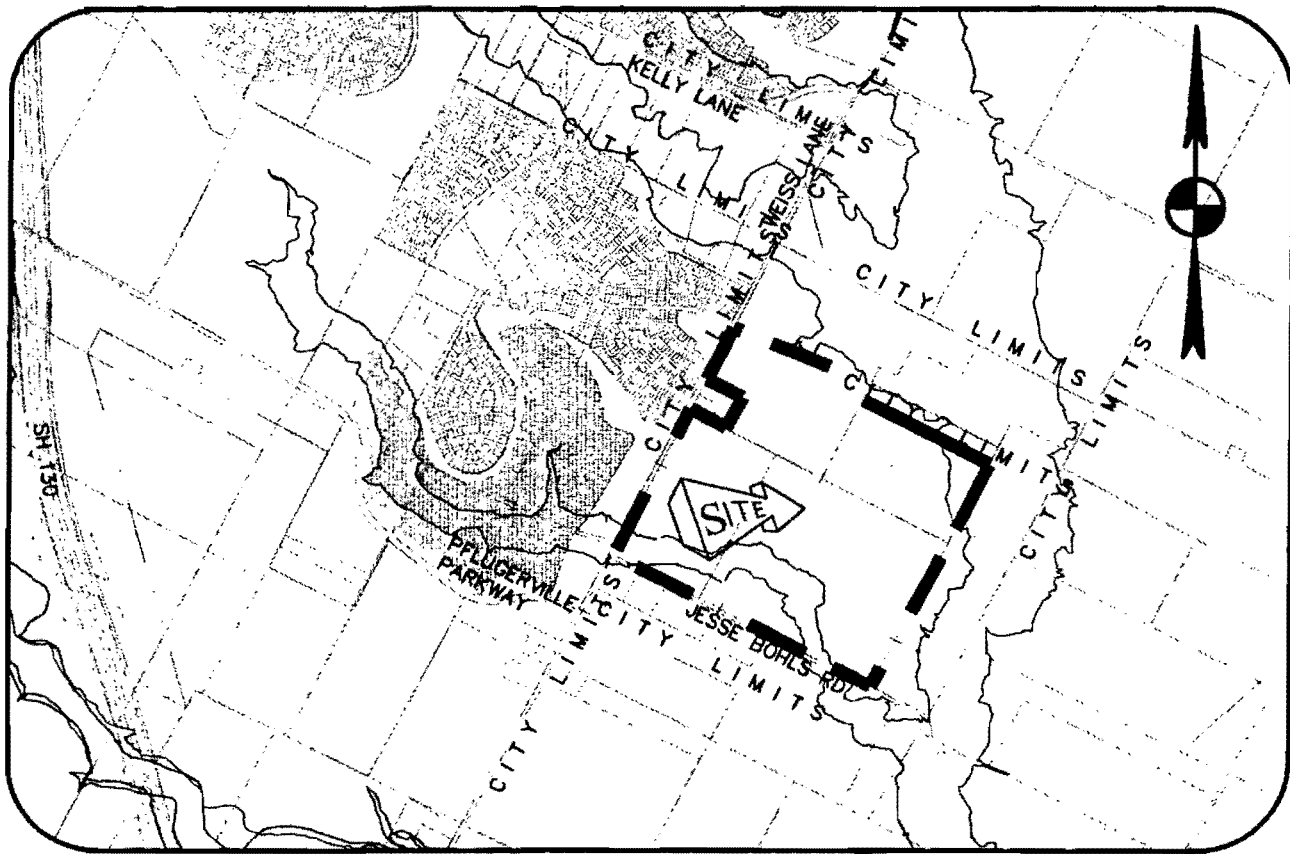
Polygon

Buffer



Travis County Commissioners Court, Inc

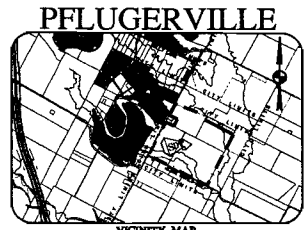
PFLUGERVILLE



VICINITY MAP
NOT TO SCALE

NO.	SHEET(S)	DESCRIPTION	BY	APPROVAL
1	1	CHANGE INTERIOR SPECIFICATIONS TO PHASE 12 ENTRY ROADS, PHASE 2 STREET CORNER AND STREET PAVEMENT INCREASE IN SIZE OF PRIVATE PARCEL LOTS A REDUCTION OF 17 RESIDENTIAL LOTS AND ADJUSTMENT TO LOT TYPE AND COMBINATION. A TOTAL OF 118 RESIDENTIAL LOTS ARE AFFECTED BY THIS REVISION.		

REVISED
SORENTO
PRELIMINARY PLAT-NOT FOR RECORDATION
MARCH 2013

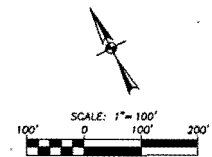


LEGAL DESCRIPTION:
All of that certain tract of land situated in Travis County, Texas, and of the John C. Brey Survey No. 10, Abstract No. 73, and being a portion of that tract described as 76 acres of land (Tract 2) as of and recorded in 120 acres of land (Tract 1), and of that tract described as 41 acres of land (Tract 3) in a Warranty Deed granted to John Brey, dated January 4, 1987, and recorded in Volume 12114, Page 88, Real Property Records of Travis County, Texas.

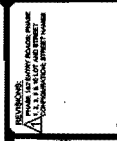
FLOODPLAIN:
A PORTION OF THE PROPERTY IS CONTAINED WITHIN THE LIMITS OF THE 100-YEAR FLOOD PLAIN AS DEFINED BY F.F.A.M.A. ON MAP NO. 48462C004, 48462C005, 48462C006, 48462C007, 48462C008, 48462C009, 48462C010, 48462C011, 48462C012, 48462C013, 48462C014, 48462C015, 48462C016, 48462C017, 48462C018, 48462C019, 48462C020, 48462C021, 48462C022, 48462C023, 48462C024, 48462C025, 48462C026, 48462C027, 48462C028, 48462C029, 48462C030, 48462C031, 48462C032, 48462C033, 48462C034, 48462C035, 48462C036, 48462C037, 48462C038, 48462C039, 48462C040, 48462C041, 48462C042, 48462C043, 48462C044, 48462C045, 48462C046, 48462C047, 48462C048, 48462C049, 48462C050, 48462C051, 48462C052, 48462C053, 48462C054, 48462C055, 48462C056, 48462C057, 48462C058, 48462C059, 48462C060, 48462C061, 48462C062, 48462C063, 48462C064, 48462C065, 48462C066, 48462C067, 48462C068, 48462C069, 48462C070, 48462C071, 48462C072, 48462C073, 48462C074, 48462C075, 48462C076, 48462C077, 48462C078, 48462C079, 48462C080, 48462C081, 48462C082, 48462C083, 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48462C994, 48462C995, 48462C996, 48462C997, 48462C998, 48462C999, 48462C1000.

- INDEX:**
1. COVER SHEET
 - 2-7. DIMENSION PLAN
 8. PHASING - LOT SUMMARY PLAN
 - 9-14. UTILITY PLAN
 - 15-20. DRAINAGE STUDY
 21. CUT-FILL PLAN
 22. STREET LIGHT PLAN
 23. TREE SURVEY
 24. FIRE PROTECTION PLAN

- NOTES:**
1. THE DEVELOPMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT FOR WILDFLOWER AND CACTUS, THE "FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT", THE "SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING BOWLS NORTH AND PICO TRACT", THE "THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING BOWLS NORTH AND PICO TRACT", THE "FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING BOWLS NORTH AND PICO TRACT", THE "FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING BOWLS NORTH AND PICO TRACT", THE "SORENTO REGULATING PLAN AND THE 'SORENTO PHASING AGREEMENT'."
 2. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO THESE CONSERVATION INCLUDING BUT NOT LIMITED TO THE CONSERVATION STANDARDS OUTLINED IN THE UNIFIED DEVELOPMENT CODE.
 3. THIS PLAT LIES WITHIN CITY OF PFLUGERVILLE ETC.
 4. ALL EXISTING STRUCTURES WILL BE REMOVED OR RELOCATED.
 5. NO CRACK INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
 6. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
 7. CONTOURS ARE COMPUTER GENERATED FROM FIELD DATA COLLECTED ON OR ABOUT FEBRUARY 2010.
 8. THE 25 AND 100 YEAR FLOODPLAIN WILL BE CONTAINED WITHIN THE PROPOSED DRAINAGE EASEMENTS AND STREET RIGHT-OF-WAY.
 9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ISSUER ASSIGNED.
 10. ON-SITE STORM WATER DETENTION IS NOT REQUIRED FOR THIS PROJECT. DETENTION REQUIREMENTS FOR THIS PROJECT ARE IN ACCORDANCE WITH THE SORENTO RESIDENTIAL DEVELOPMENT DETENTION BASIN ANALYSIS REPORT DATED NOVEMBER 2, 2010 BY PAPE-DAWSON



- LEGEND**
- 20' OUTSIDE BOUNDARY
 - ==== OVERALL TRACT BOUNDARY
 - ===== PLUMB BOUNDARY
 - EXISTING FENCE
 - SIDEWALK
 - 12\"/>



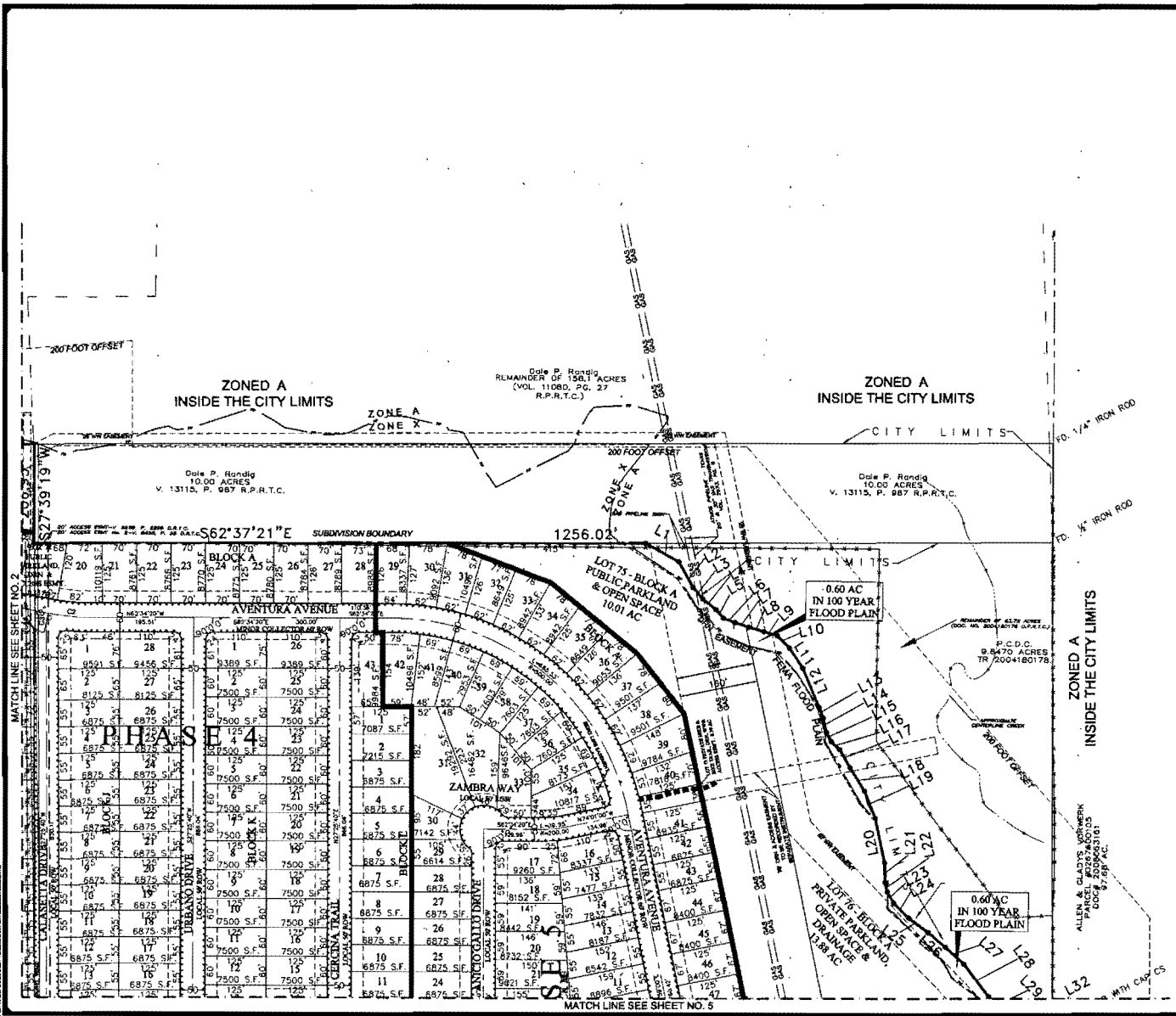
PAPE-DAWSON ENGINEERS
 100 WEST 10TH STREET
 SUITE 200
 NEW YORK, NY 10011
 (212) 691-1111
 FAX: (212) 691-1112

SORENTO PRELIMINARY DIMENSION PLAN (CONT.)

KEY MAP

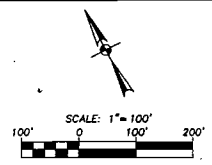
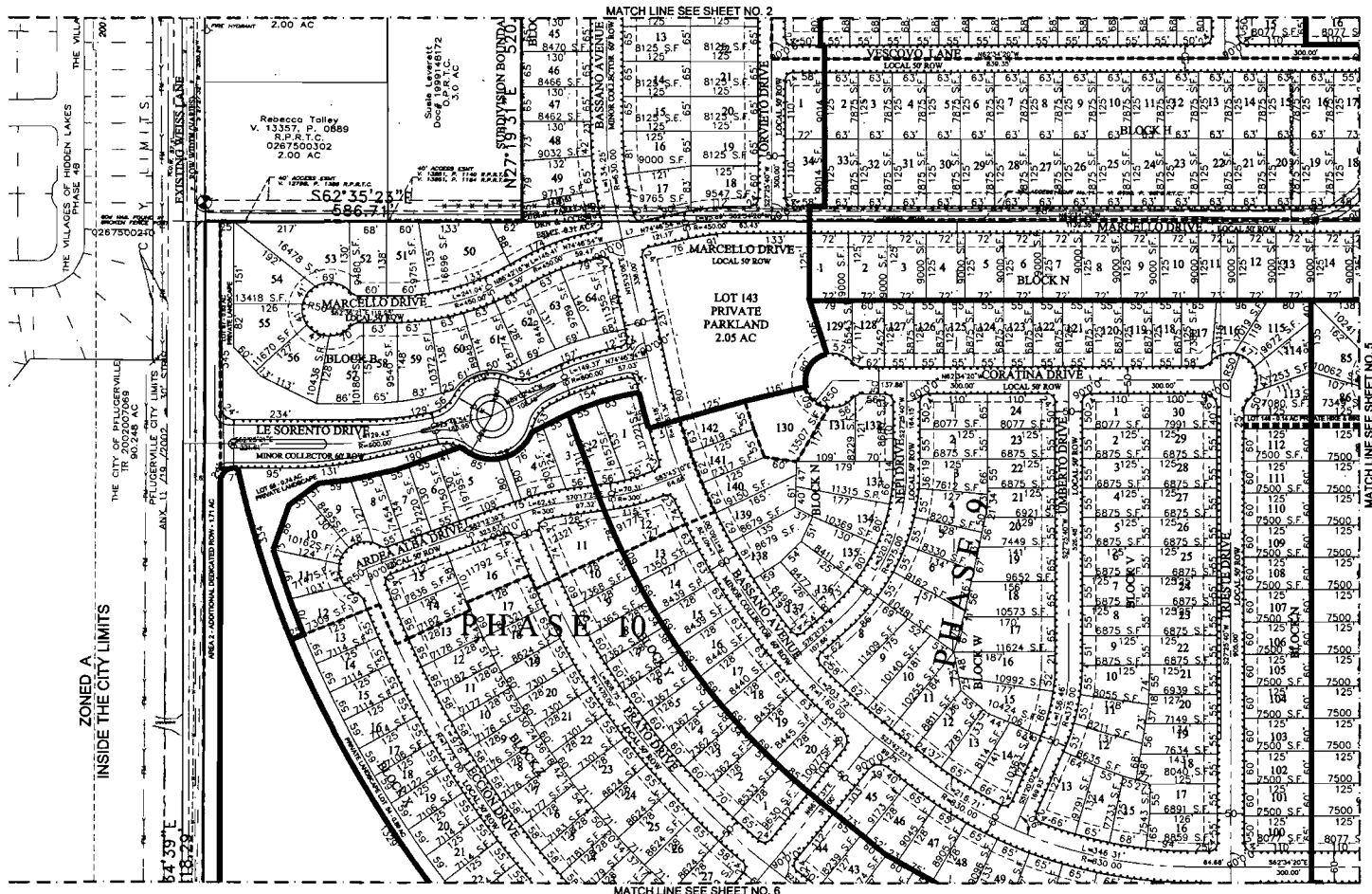
SHEET 2 REPLACEMENT SHEET	SHEET 3 REPLACEMENT SHEET
SHEET 4 REPLACEMENT SHEET	SHEET 5 REPLACEMENT SHEET
SHEET 6 REPLACEMENT SHEET	SHEET 7 REPLACEMENT SHEET

JOB NO. 2012-02
 DATE: MARCH 2012
 PREPARED BY: JAH
 CHECKED BY: JAH
 SHEET 3 OF 24
 REPLACEMENT SHEET



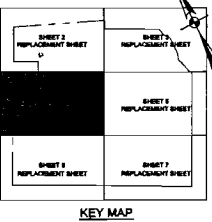
DATE: 03/21/13, 1:00 PM, 100' X 100' X 100' X 100'

DATE: MAR 27, 2013 1:00PM USER: D. PELLE
 PROJECT: SORENTO PHASE 10A



- LEGEND**
- 30' OUTLINE BOUNDARY
 - OVERALL TRACT BOUNDARY
 - PLANNED BOUNDARY
 - PLANNED BOUNDARY
 - EXISTING TRACED
 - 1/2" WIDE & 1/2" THICK & 1/2" WIDE
 - CITY LIMITS LINE
 - REVISION AS SHOWN

NOTES:
 1. DIMENSIONS SHALL BE REFERRED TO THE CURB
 TRAFFIC AND INTERNAL FIRE CODE REQUIREMENTS
 AT THE TIME THE CONSTRUCTION PLANS ARE SUBMITTED

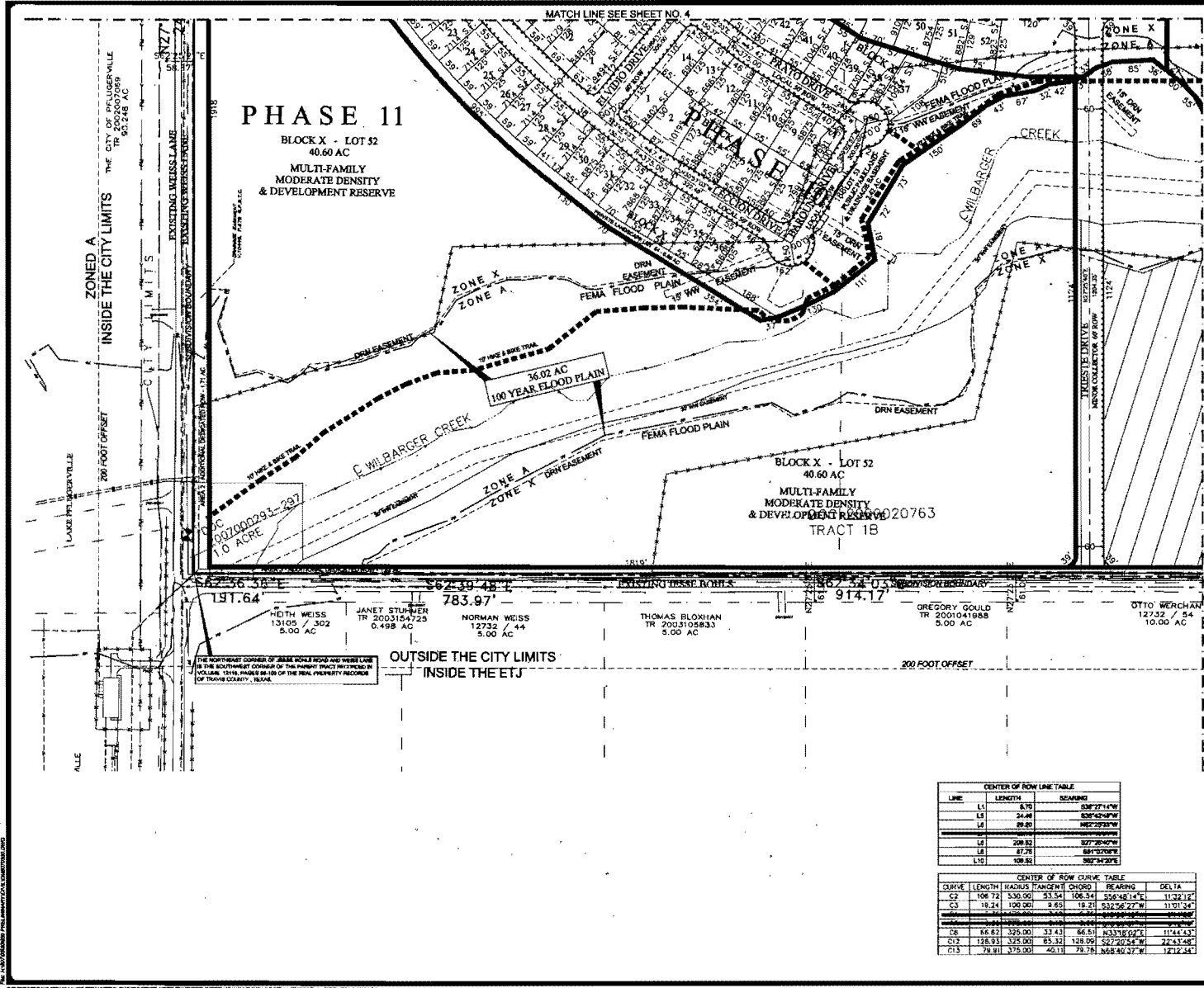


THE STATE OF NEW YORK
 COUNTY OF ALBANY
 JAMES A. HUFFCOIT, JR.
 REGISTERED PROFESSIONAL ENGINEER
 No. 10000
 3/21/13

PAPE-DAWSON ENGINEERS
 1000 STATE STREET
 ALBANY, NY 12207
 518-263-1111
 FAX: 518-263-1112
 WWW.PAPE-DAWSON.COM

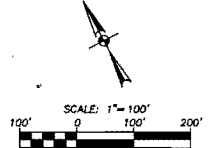
SORENTO PRELIMINARY DIMENSION PLAN (CONT.)

JOB NO.: 60703-02
 DATE: MARCH 2013
 DESIGNED: JBB
 CHECKED: DU DRAM, MT
 SHEET: 4 of 24
 REPLACEMENT SHEET



PHASE 11
 BLOCK X - LOT 52
 40.60 AC
 MULTI-FAMILY
 MODERATE DENSITY
 & DEVELOPMENT RESERVE

BLOCK X - LOT 52
 40.60 AC
 MULTI-FAMILY
 MODERATE DENSITY
 & DEVELOPMENT RESERVE
 TRACT 1B



LEGEND

- 200' OUTSIDE BOUNDARY
- OVERALL TRACT BOUNDARY
- PHASE BOUNDARY
- FEMA 100-YR FLOOD PLAIN
- EXISTING FENCE
- SIDEWALK
- 10' FISH & BIRD TRAIL & SIDEWALK
- CITY LIMITS LINE
- NEIGHBOR'S EXISTING AREA

BOUNDARY LINE TABLE

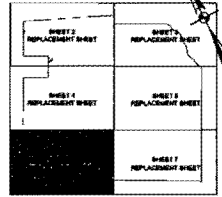
LINE	BEARING	LENGTH
L1	S. 33°06'24" E	28.44
L2	S. 01°14'24" E	89.89
L3	S. 11°48'41" E	31.08
L4	S. 23°35'56" E	30.08
L5	S. 12°30'46" E	83.54
L6	S. 43°01'31" E	26.30
L7	S. 44°37'21" E	29.37
L8	S. 46°22'00" E	33.77
L9	S. 45°06'30" E	28.84
L10	S. 18°28'03" E	35.88
L11	S. 09°50'22" E	20.07
L12	S. 05°00'10" W	88.43
L13	S. 09°13'30" W	83.04
L14	S. 14°32'31" W	30.39
L15	S. 00°50'14" W	21.73
L16	S. 18°32'09" E	24.24
L17	S. 01°34'20" E	43.40
L18	S. 03°37'23" E	27.34
L19	S. 00°38'04" W	81.84
L20	S. 19°14'45" W	84.11
L21	S. 20°49'55" W	41.11
L22	S. 14°54'43" W	18.83
L23	S. 02°48'43" E	26.53
L24	S. 19°22'12" E	44.41
L25	S. 25°50'57" E	49.67
L26	S. 24°25'34" E	46.94
L27	S. 20°08'22" E	51.69
L28	S. 02°30'00" E	85.45
L29	S. 17°02'36" E	83.87
L30	S. 28°47'28" E	32.09
L31	S. 37°11'10" E	36.44
L32	S. 55°23'46" E	14.88

CENTER OF ROW LINE TABLE

LINE	LENGTH	BEARING
L1	8.76	S37°27'14"W
L2	24.88	S38°45'49"W
L3	26.80	N52°02'58"W
L4	208.82	S77°28'40"W
L5	47.78	S45°05'28"W
L10	158.82	S88°34'20"E

CENTER OF ROW CURVE TABLE

CURVE	LENGTH	MAJUS FANDEM	CHORD	BEARING	DELTA	
C2	106.72	530.00	53.54	106.34	S56°48'14"E	113°32'12"
C3	18.24	100.00	8.65	18.71	S32°36'27"W	113°03'34"
C4	18.24	100.00	8.65	18.71	S32°36'27"W	113°03'34"
C5	18.24	100.00	8.65	18.71	S32°36'27"W	113°03'34"
C6	18.24	100.00	8.65	18.71	S32°36'27"W	113°03'34"
C7	128.93	325.00	65.32	128.09	S27°20'45"W	72°43'48"
C13	79.81	375.00	46.11	79.78	N58°40'37"W	121°12'44"



SORENTO PRELIMINARY DIMENSION PLAN (CONT.)
 PAPE-DAWSON ENGINEERS
 6020 W. 11TH AVENUE, SUITE 100, DENVER, CO 80202
 PHONE: 303.755.1100
 FAX: 303.755.1101
 www.pape-dawson.com

JOB NO. 20701-00
 DATE MARCH 2013
 DRAWING BY TMM/MT
 SHEET 6 OF 24
 REPLACEMENT SHEET

**SORENTO
PHASING AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between **Sorento Holdings 2012 LLC** (the “Developer”), and **Travis County, Texas**, (the “County”), hereinafter collectively referred to as the “Parties,” for the purposes and consideration stated herein. This Agreement shall, on full execution by the Parties hereto, supersede for all purposes the Phasing Agreement entered into on July 10, 2012 between the County and the previous developer, Cactus Investments LP.

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 rum 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 Le Sorento Drive with Phase 2.
 - (iii) A left turn lane on southbound Weiss Lane at Aventura Avenue and southbound Weiss Lane at Le Sorento Drive with Phase 4.
 - (iv) A left turn lane on eastbound Jesse Bohls Road at Avalor Way with Phase 6.
 - (v) Left turn lanes to eastbound Jesse Bohls Road at any driveway and Trieste Drive 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, (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: Sorento Holdings 2012 LLC
Attn: Thomas J. Rielly
3 San Joaquin Plaza, Suite 100
Newport Beach, California 92660
Fax: (949) 719-4976

With required copy to: Blue Rhodes, PLLC
Attn: Michael Blue
812 San Antonio St., Suite 310
Austin, Texas 78701
Fax: (512) 501-6435

And a copy to: David Nairne
9111 Jollyville Road
Suite 212
Austin, Texas 78759

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: Pile 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.

SORENTO HOLDINGS 2012 LLC,
a Texas limited liability company

By: 
Thomas J. Rielly, its President

Date: 2/25/13

TRAVIS COUNTY TEXAS

By: _____
Travis County Judge

Date: _____

EXHIBIT “A”

(see attached)

FIELD NOTES

JOB NO:

\\Server\projects_eng\Egpt_04\0761_JOHN_BRAY\DOCUMENTS\METES&BOUNDS\BOUNDARY_051005.doc

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

JOB NO:

\\Server\projects_eng\Egpt_04\40761_JOHN_BRAY\DOCUMENTS\METES&BOUNDS\BOUNDARY_051005.doc

DATE: May 31, 2005

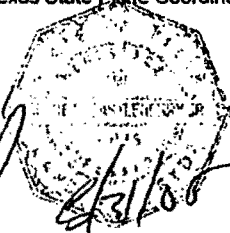
PAGE: 2 OF 2

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/sie

FIELD NOTES

JOB NO: R:\2007_PROJECTS\70094-00_The John Bray
 Svy\DOCUMENTS\METES&BOUNDS\70094_DRAW5_092607.doc
 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 1/2" iron pin found in the east margin of Weiss Lane, for the northwest corner of that tract described as 2.00 acres in a Warranty Deed granted to Tony Friesen, et ux, and recorded as Document No. 2000087383 of said Official Public Records, for the most westerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract, from which a 60d nail found in a wood fence corner post broken at ground level for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted Rebecca Talley and recorded in Volume 13357, Page 889, Real Property Records of Travis County, Texas, and the original southwest corner of said Randig (6870/2077) tract bears S 27°27'32" W 520.24 feet;

THENCE, N 27°07'19" 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 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in said fence line for the northwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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

1. S 67°15'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found in the east line of said Randig (6870/2077) tract for the northwest corner of that tract described as 10.00 acres in a General Warranty Deed granted to Dale 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 1/2" iron pin found for the southwest corner of said Randig (13115/987) tract;
3. S 62°37'32" E with the south line of said Randig (13115/987) tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a 1/2" iron pin found for the northwest corner said Pflugerville Community Development Corporation (#2004180178) tract and for the northeast corner of said Pflugerville Community Development Corporation (#2004180177) tract with the north line of said Pflugerville Community Development Corporation (#2004180178) tract in all 1263.71 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a 1/2" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.16 feet;

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

1. S 33°08'35" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. S 1°14'38" E 59.99 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. S 11°48'56" E 31.06 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. S 23°36'11" E 35.08 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

FIELD NOTES

JOB NO: R:\2007_PROJECTS\70094-00_The John Bray
S:\DOCUMENTS\METES&BOUNDS\70094_DRAW5_092607.doc
DATE: December 6, 2007
PAGE: 2 OF 4

5. S 12°31'01" E 23.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 25.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. S 44°13'36" E 29.57 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. S 46°29'18" E 33.37 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. S 16°28'18" E 35.98 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
11. S 5°51'07" E 50.03 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°59'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
13. S 8°13'17" W 23.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
14. S 14°42'16" W 30.38 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
15. S 0°00'00" W 21.73 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
16. S 18°32'24" E 24.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
17. S 1°34'36" E 43.40 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'38" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 61.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 15°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
21. S 25°49'43" W 41.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

FIELD NOTES

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22. S 14°54'28" W 19.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
23. S 2°46'58" E 26.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
24. S 18°22'47" E 44.41 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°56'12" E 49.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
26. S 22°25'47" E 46.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
27. S 20°08'37" E 51.69 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
28. S 9°30'15" E 85.45 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.67 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
30. S 28°47'41" E 32.00 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
31. S 37°57'00" E 37.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
32. S 65°22'59" E 13.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Pflugerville Community Development Corporation (#2004180178) tract;
33. S 27°28'44" W 287.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 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:

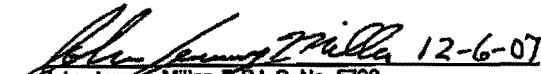
1. N 62°38'47" W 2089.60 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin found for the southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract;
2. N 62°32'16" W 1593.45 feet continuing with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southeast corner of that tract described as 3 acres in a Warranty Deed granted to Susie Leverett, and recorded as Document No. 1999148172 of said Official Public Records, and for the most southerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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3. N 27°22'43" E 520.55 feet with the east line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for an interior eil corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;
4. N 62°35'55" W 251.07 feet with the north line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the northeast corner of said Friesen tract and the northwest corner of said Leverett tract;
5. N 82°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)


John Jeremy Miller, R.P.L.S. No. 5720
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JJM/adm