

Late Backup

ITEM #55

VERSION #3

Exhibits
to
Parkland Improvement Agreement

Exhibit A
to
Parkland Improvement Agreement



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**144.817 ACRES
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 144.817 ACRES (APPROXIMATELY 6,308,209 SQ. FT.) IN THE A.C. CHAMPION SURVEY NO. 118, ABS. 2603, THE JAMES JETT SURVEY NO. 1, ABS. 437 AND THE JAMES SPILLMAN SURVEY NO. 2, ABS. 739, ALL IN TRAVIS COUNTY, TEXAS. BEING ALL OF A 144.817 ACRE TRACT CONVEYED TO LOOP 360 LAND, LP IN A SPECIAL WARRANTY DEED DATED MARCH 7, 2017 AND RECORDED IN DOCUMENT NO. 2017038499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 144.817 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" rebar found in the east right-of-way line of Coldwater Canyon Drive (80' private right-of-way width) recorded in Document No. 199900216 of the Official Public Records of Travis County, Texas and Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas, being a southwest corner of the said 144.817 acre tract, being the northwest corner of Lot 1, Block A, Coldwater Section 2, Phase C, a subdivision of record in Document No. 199900214 of the Official Public Records of Travis County, Texas, being also the southernmost corner of Lot 17, Block A, Coldwater Section 4, Phase C, a subdivision of record in Volume 102, Pages 307-309 of the Plat Records of Travis County, Texas, from which a 1/2" rebar found in the east right-of-way line of Coldwater Canyon Drive, being the west line of said Lot 17, bears with a curve to the right with a delta angle of $0^{\circ}47'45''$, an arc length of 6.42 feet, having a radius of 462.42 feet and a chord which bears North $01^{\circ}28'52''$ West, a distance of 6.42 feet;

THENCE North $25^{\circ}17'21''$ East with the west line of the said 144.817 acre tract and the east line of said Lot 17, a distance of 700.74 feet to a 1/2" rebar with "PBSJ" cap found in the east right-of-way line of Coldwater Canyon Drive, being the northernmost corner of said Lot 17;

THENCE with the east right-of-way line of Coldwater Canyon Drive and the west line of the said 144.817 acre tract, the following two (2) courses and distances:

1. North $61^{\circ}34'22''$ East, a distance of 69.38 feet to a 1/2" rebar found, from which a 60d nail found, bears South $00^{\circ}40'23''$ West, a distance of 0.18 feet;
2. With a curve to the right with a delta angle of $85^{\circ}52'39''$, an arc length of 29.98 feet, having a radius of 20.00 feet and a chord which bears South $74^{\circ}22'45''$ East, a distance of 27.25 feet to a 1/2" rebar with "PBSJ" cap found for the

southwest termination of Bridge Point Parkway (80' public right-of-way width) recorded in Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas;

THENCE North 58°07'52" East with the termination of Bridge Point Parkway and the west line of the said 144.817 acre tract, a distance of 80.01 feet to a 1/2" rebar found for the southeast termination of Bridge Point Parkway;

THENCE with the east right-of-way line of Bridge Point Parkway and the west line of the said 144.817 acre tract with a curve to the right with a delta angle of 09°08'33", an arc length of 137.33 feet, having a radius of 860.65 feet and a chord which bears North 27°21'46" West, a distance of 137.18 feet to a 1/2" rebar found for the southernmost corner of Lot 3, Coldwater P.U.D. Section 1, a subdivision of record in Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas;

THENCE North 26°37'44" East with the west line of the said 144.817 acre tract, the east line of said Lot 3, and the east line of Lot 7, Coldwater Section 1, Phase B, a subdivision of record in Document No. 200000047 of the Official Public Records of Travis County, Texas, a distance of 791.59 feet to a 1/2" rebar found for the northwest corner of the said 144.817 acre tract, being an angle point in the east line of said Lot 7, being also the southwest corner of Lot 6, of said Coldwater Section 1, Phase B;

THENCE with the north line of the said 144.817 acre tract, the south line of said Coldwater Section 1, Phase B, the south line of Lot 1, Coldwater P.U.D. Section I, Phase A, a subdivision of record in Volume 88, Pages 242-243 of the Plat Records of Travis County, Texas and the south line of Lot 1, Coldwater P.U.D. Section III, Phase A, a subdivision of record in Volume 88, Pages 108-110 of the Plat Records of Travis County, Texas, the following two (2) courses and distances:

1. South 62°24'01" East, a distance of 1219.19 feet to a 1/2" iron pipe found;
2. South 62°22'41" East, a distance of 178.24 feet to a 1" iron pipe found for the southeast corner of said Lot 1, Coldwater P.U.D. Section III, Phase A, being the southwest corner of Lot 20, Block A, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas;

THENCE with the north line of the said 144.817 acre tract and the south line of said Shepherd Mountain Phase Two, the following three (3) courses and distances:

1. South 61°33'21" East, a distance of 313.31 feet to a 1/2" rebar with "Chaparral Boundary" cap found;
2. South 62°56'29" East, a distance of 481.41 feet to a 1/2" iron pipe found;
3. South 62°21'40" East, a distance of 523.12 feet to a 1/2" rebar found for a northeast corner of the said 144.817 acre tract, being the northwest corner of Lot 3, Hidden Valley Phase B, a subdivision of record in Volume 85, Pages 44D-45A of the Plat Records of Travis County, Texas;

THENCE with the east line of the said 144.817 acre tract and the west line of Lot 3, of said Hidden Valley Phase B, the following six (6) courses and distances:

1. South 27°42'21" West, a distance of 126.91 feet to a chain link fence post found;
2. South 06°17'29" East, a distance of 130.00 feet to a 1/2" rebar with "Chaparral Boundary" cap set (replaces 1/2" rebar previously found);
3. South 54°43'03" West, a distance of 185.02 feet to a 1/2" rebar found;
4. South 15°17'26" East, a distance of 150.05 feet to a 1/2" rebar found;
5. South 72°13'10" West, a distance of 204.99 feet to a 1/2" rebar found;
6. South 31°11'17" West, a distance of 145.94 feet to a 1/2" rebar found for the northwest termination of Bridge Point Parkway (public right-of-way width varies) recorded in Volume 85, Pages 44D-45A of the Plat Records of Travis County, Texas, being the westernmost corner of Lot 3, of said Hidden Valley Phase B, being also the westernmost corner of Lot 2, of said Hidden Valley Phase B;

THENCE with the termination of Bridge Point Parkway and the east line of the said 144.817 acre tract, the following two (2) courses and distances:

1. South 65°42'07" West, a distance of 43.79 feet to a cotton spindle with "Chaparral Boundary" washer found;
2. North 67°55'22" West, a distance of 60.32 feet to a 1/2" rebar found for the western termination of Bridge Point Parkway, being an angle point in the north line of Lot 4, of said Hidden Valley Phase B;

THENCE with the common line of the said 144.817 acre tract and Lot 4, of said Hidden Valley Phase B, the following six (6) courses and distances:

1. North 67°55'22" West, a distance of 40.08 feet to a 1/2" rebar found;
2. North 45°15'58" West, a distance of 205.23 feet to a 1/2" rebar found;
3. South 45°13'53" West, a distance of 125.07 feet to a 1/2" rebar found;
4. South 43°45'50" East, a distance of 75.00 feet to a 1/2" rebar found;
5. South 33°02'44" East, a distance of 410.71 feet to a 1/2" rebar found;
6. North 63°50'51" East, a distance of 170.90 feet to a 1/2" rebar with aluminum cap found in the south right-of-way line of Bridge Point Parkway, being the easternmost corner of Lot 4, of said Hidden Valley Phase B;

THENCE with the south right-of-way line of Bridge Point Parkway and the north line of the said 144.817 acre tract with a curve to the left with a delta angle of 22°12'13", an arc length of 183.95 feet, having a radius of 474.68 feet and a chord which bears South 45°53'43" East, a distance of 182.80 feet to a 1/2" rebar found for the northwest corner of Lot 5, of said Hidden Valley Phase B;

THENCE with the common line of the said 144.817 acre tract and Lot 5, of said Hidden Valley Phase B, the following five (5) courses and distances:

1. South 43°12'45" West, a distance of 93.87 feet to a 1/2" rebar found;
2. South 52°07'19" East, a distance of 360.05 feet to a 1/2" rebar found;
3. South 78°47'07" East, a distance of 622.49 feet to a cotton spindle with "Chaparral Boundary" washer set;
4. North 64°14'01" East, a distance of 51.97 feet to a mag nail with "Chaparral Boundary" washer found;
5. With a curve to the right with a delta angle of 37°01'41", an arc length of 174.49 feet, having a radius of 270.00 feet and a chord which bears North 07°33'30" West, a distance of 171.47 feet to a 1/2" rebar found in the south right-of-way line of Bridge Point Parkway, being the northeast corner of Lot 5,

of said Hidden Valley Phase B;

THENCE with the south right-of-way line of Bridge Point Parkway and the north line of the said 144.817 acre tract, the following two (2) courses and distances:

1. With a curve to the right with a delta angle of $32^{\circ}49'08''$, an arc length of 249.17 feet, having a radius of 435.00 feet and a chord which bears South $70^{\circ}10'28''$ East, a distance of 245.78 feet to a 1/2" rebar found;
2. South $53^{\circ}40'35''$ East, a distance of 99.80 feet to a 1/2" rebar found for the northwest corner of Lot 3, Hidden Valley Phase A, a subdivision of record in Volume 84, Pages 117D-118A of the Plat Records of Travis County, Texas, from which a 1/2" rebar with "CA INC" cap found in the south right-of-way line of Bridge Point Parkway, being the north line of Lot 3, of said Hidden Valley Phase A, bears South $53^{\circ}40'35''$ East, a distance of 19.13 feet;

THENCE with the common line of the said 144.817 acre tract and Lot 3, of said Hidden Valley Phase A, the following five (5) courses and distances:

1. South $26^{\circ}21'27''$ West, a distance of 100.75 feet to a 1/2" rebar found;
2. South $48^{\circ}34'50''$ East, a distance of 367.98 feet to a 1/2" rebar found;
3. South $59^{\circ}31'36''$ East, a distance of 239.96 feet to a 1/2" rebar found;
4. South $16^{\circ}39'09''$ East, a distance of 81.58 feet to a 1/2" rebar found;
5. South $27^{\circ}52'05''$ West, a distance of 239.98 feet to an inundated point on the "old bank of the Colorado River" as described in Volume 8389, Page 832 of the Deed Records of Travis County, Texas, Volume 11129, Page 705 and Volume 9702, Page 873 of the Real Property Records of Travis County, Texas, being a southeast corner of the said 144.817 acre tract, being a southwest corner of Lot 3, of said Hidden Valley Phase A;

THENCE with the "old bank of the Colorado River", same being the south line of the said 144.817 acre tract, the following six (6) courses and distances:

1. North $62^{\circ}07'55''$ West, a distance of 414.14 feet to an inundated point;
2. North $70^{\circ}33'55''$ West, a distance of 551.50 feet to an inundated point;

3. North 77°13'55" West, a distance of 399.34 feet to an inundated point;
4. North 81°23'55" West, a distance of 481.41 feet to an inundated point;
5. South 87°22'05" West, a distance of 504.93 feet to an inundated point;
6. South 61°13'05" West, a distance of 739.69 feet to an inundated point for a southwest corner of the said 144.817 acre tract;

THENCE North 27°26'18" East leaving the "old bank of the Colorado River", with the west line of the said 144.817 acre tract, a distance of 131.64 feet to an inundated point on the east line of Lot 3, Block A, Sanctuary at Coldwater, a subdivision of record in Document No. 199900216 of the Official Public Records of Travis County, Texas;

THENCE with the common line of the said 144.817 acre tract and Lot 3, Block A, of said Sanctuary at Coldwater, the following fourteen (14) courses and distances:

1. North 50°58'24" East, a distance of 86.40 feet to an inundated point;
2. North 62°32'37" East, a distance of 187.19 feet to an inundated point;
3. North 28°39'20" West, a distance of 171.84 feet to a 1/2" rebar found;
4. North 27°55'01" East, a distance of 72.35 feet to a 1/2" rebar found;
5. South 68°55'26" West, a distance of 287.86 feet to a 1/2" rebar found;
6. South 49°18'30" West, a distance of 214.99 feet to a 3/8" rebar found;
7. With a curve to the left with a delta angle of 60°01'32", an arc length of 62.86 feet, having a radius of 60.00 feet and a chord which bears South 79°20'17" West, a distance of 60.02 feet to a 1/2" rebar found;
8. South 49°18'55" West, a distance of 206.27 feet to a 1/2" rebar found;
9. With a curve to the right with a delta angle of 33°00'10", an arc length of 97.92 feet, having a radius of 170.00 feet and a chord which bears South 65°45'36" West, a distance of 96.57 feet to a 1/2" rebar found;
10. South 82°14'50" West, a distance of 117.81 feet to a 1/2" rebar found;

11. With a curve to the left with a delta angle of $01^{\circ}02'36''$, an arc length of 10.14 feet, having a radius of 556.61 feet and a chord which bears South $79^{\circ}29'32''$ West, a distance of 10.14 feet to a 1/2" rebar found;
12. With a curve to the left with a delta angle of $07^{\circ}53'10''$, an arc length of 76.61 feet, having a radius of 556.61 feet and a chord which bears South $77^{\circ}20'20''$ West, a distance of 76.55 feet to a cotton spindle found;
13. North $25^{\circ}15'35''$ West, a distance of 131.13 feet to a 1/2" rebar found;
14. North $25^{\circ}15'35''$ West, a distance of 9.01 feet to a mag nail with washer found for a northeast corner of Lot 3, Block A, of said Sanctuary at Coldwater, being also in the south line of Lot 2, Block A, of said Sanctuary at Coldwater;

THENCE with the common line of the said 144.817 acre tract and Lot 2, Block A, of said Sanctuary at Coldwater, the following six (6) courses and distances:

1. North $61^{\circ}30'02''$ East, a distance of 135.09 feet to an inaccessible calculated point on the face of a bluff;
2. North $61^{\circ}35'59''$ East, a distance of 129.97 feet to an inaccessible calculated point on the face of a bluff;
3. North $67^{\circ}52'05''$ East, a distance of 139.20 feet to a 1/2" rebar found;
4. North $25^{\circ}22'24''$ East, a distance of 249.98 feet to a 1/2" rebar found;
5. North $67^{\circ}07'23''$ East, a distance of 24.04 feet to a 1/2" rebar found;
6. North $51^{\circ}47'42''$ West, a distance of 626.98 feet to a 1/2" rebar found for the southeast corner of Lot 1, Block A, of said Coldwater Section 2, Phase C;

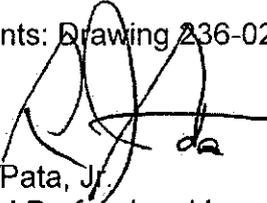
THENCE North $03^{\circ}12'14''$ West with the west line of the said 144.817 acre tract and the east line of Lot 1, Block A, of said Coldwater Section 2, Phase C, a distance of 402.83 feet to a 1/2" rebar found;

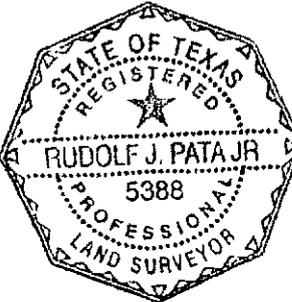
THENCE North 62°36'53" West with the south line of the said 144.817 acre tract and the north line of Lot 1, Block A, of said Coldwater Section 2, Phase C, a distance of 849.93 feet to the **POINT OF BEGINNING**, containing 144.817 acres of land, more or less.

Surveyed on the ground February 4, 2014.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS).

Attachments: Drawing 236-021-Z1.


Rudolf J. Pata, Jr.
Registered Professional Land Surveyor
State of Texas No. 5338
T.B.P.L.S. Firm No. 10124500



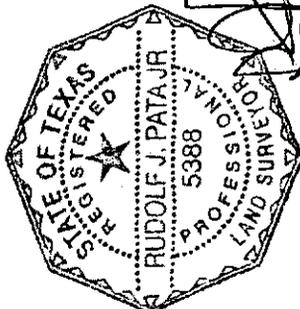
A SKETCH TO ACCOMPANY A DESCRIPTION OF 144.817 ACRES (APPROXIMATELY 6,308.209 SQ. FT.) IN THE A.C. CHAMPION SURVEY NO. 118, ABS. 2603, THE JAMES JETT SURVEY NO. 1, ABS. 437 AND THE JAMES SPILLMAN SURVEY NO. 2, ABS. 739, ALL IN TRAVIS COUNTY, TEXAS. BEING ALL OF A 144.817 ACRE TRACT CONVEYED TO LOOP 360 LAND, LP IN A SPECIAL WARRANTY DEED DATED MARCH 7, 2017 AND RECORDED IN DOCUMENT NO. 2017038499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)	△	MAG NAIL WITH WASHER SET (OR AS NOTED)
CH ●	1/2" REBAR WITH "CHAPARRAL" CAP FOUND	*	COTTON SPINDLE FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET	CH*	COTTON SPINDLE WITH "CHAPARRAL" WASHER FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)	⊗	COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
□	INUNDATED POINT	⊕	CHAIN LINK FENCE POST FOUND
▲	MAG NAIL WITH WASHER FOUND (OR AS NOTED)	△	CALCULATED POINT
CH ▲	MAG NAIL WITH "CHAPARRAL" WASHER FOUND	()	RECORD INFORMATION

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	20.00'	85°52'39"	29.98'	S74°22'45"E	27.25'	
C2	860.65'	9°08'33"	137.33'	N27°21'46"W	137.18'	
C3	474.68'	22°12'13"	183.95'	S45°53'43"E	182.80'	
C4	270.00'	37°01'41"	174.49'	N07°33'30"W	171.47'	
C5	435.00'	32°49'08"	249.17'	S70°10'28"E	245.78'	
C6	60.00'	60°01'32"	62.86'	S79°20'17"W	60.02'	
C7	170.00'	33°00'10"	97.92'	S65°45'36"W	96.57'	
C8	556.61'	1°02'36"	10.14'	S79°29'32"W	10.14'	
C9	556.61'	7°53'10"	76.61'	S77°20'20"W	76.55'	
C10	462.42'	0°47'45"	6.42'	N00°28'52"W	6.42'	(N00°36'36"E 6.41')



10/29/18

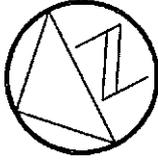
DATE OF SURVEY: 02/04/14
 PLOT DATE: 10/29/18
 DRAWING NO.: 236-021-Z1
 PROJECT NO.: 236-021
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: JDB
 SHEET 1 OF 9

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

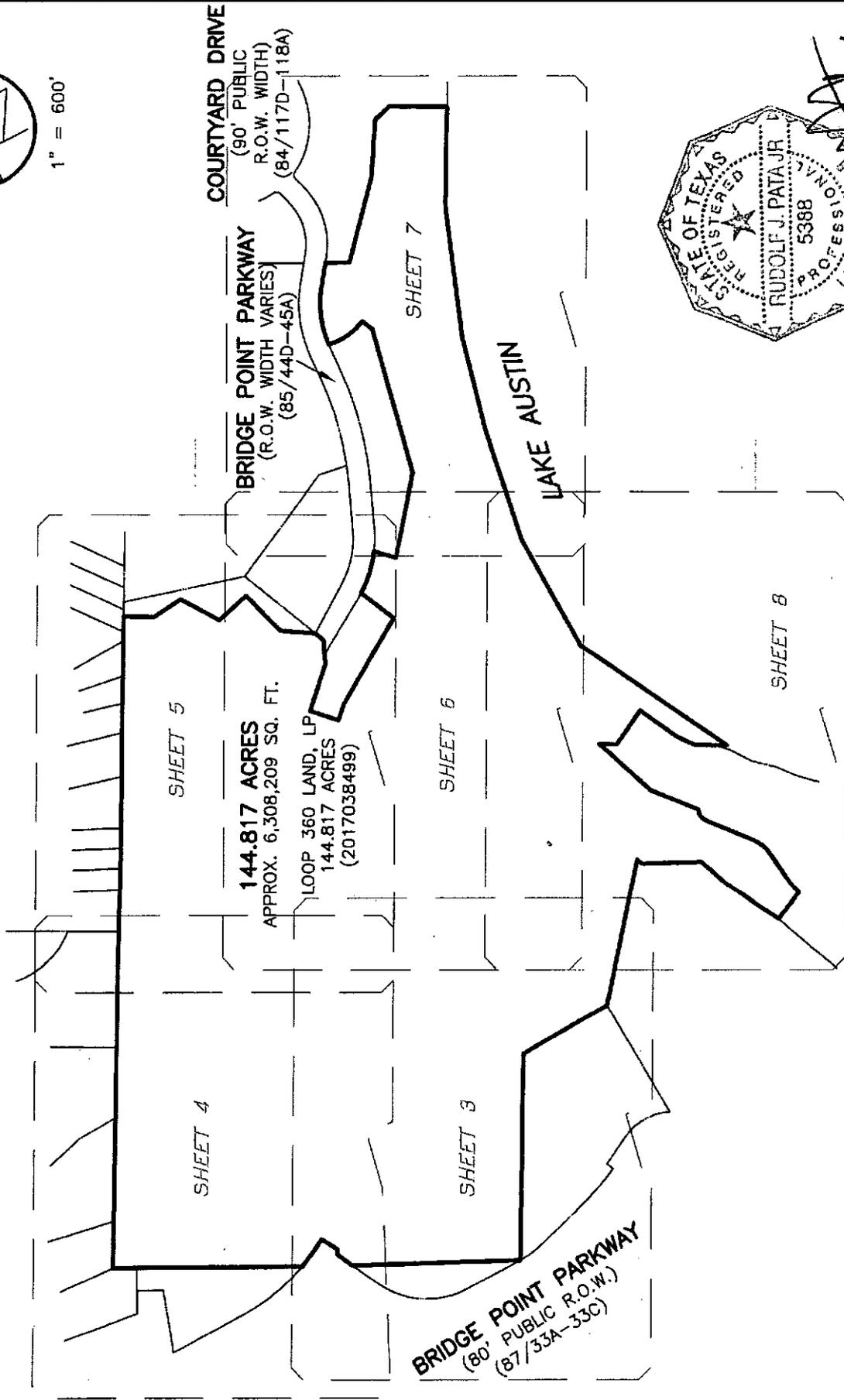
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 236-021-Z1

Chaparral

LAYOUT SHEET



1" = 600'



SHEET 5

144.817 ACRES
APPROX. 6,308,209 SQ. FT.

LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

SHEET 4

SHEET 6

SHEET 3

BRIDGE POINT PARKWAY
(80' PUBLIC R.O.W.)
(87/33A-33C)

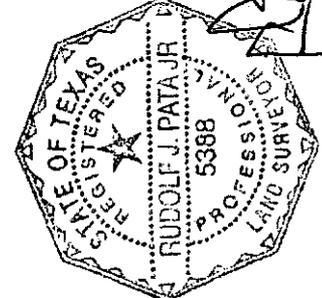
BRIDGE POINT PARKWAY
(R.O.W. WIDTH VARIES)
(85/44D-45A)

COURTYARD DRIVE
(90' PUBLIC R.O.W. WIDTH)
(84/117D-118A)

SHEET 7

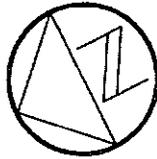
LAKE AUSTIN

SHEET 8



Handwritten signature and date: 12/29/18

Chaparral



1" = 200'

MATCH LINE SHT 4

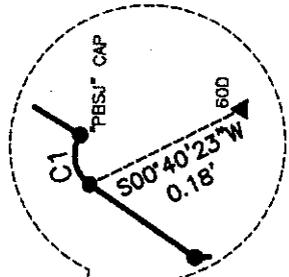
MATCH LINE SHT 3

A.C. CHAMPION
SURVEY NO. 118
ABS. 2603

MATCH LINE SHT 3
MATCH LINE SHT 6

APPROXIMATE LOCATION OF SURVEY LINE

DETAIL
NOT TO SCALE



APPROXIMATE LOCATION OF SURVEY LINE

144.817 ACRES
APPROX. 6,308,209 SQ. FT.

LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

JAMES SPILLMAN
SURVEY NO. 2
ABS. 739

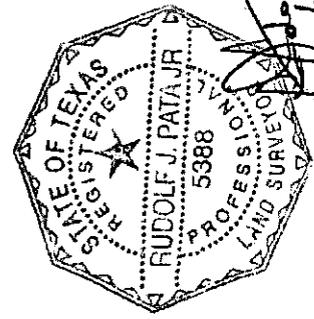
LOT 1, BLOCK A
COLDWATER
SECTION 2, PHASE C
(199900214)

LOT 2,
BLOCK A
SANCTUARY AT
COLDWATER
(199900216)

LOT 17
BLOCK A
COLDWATER
SECTION 4,
PHASE C
(102/307-309)

I. & G. R.R. CO.
SURVEY NO. 56
SURVEY 2110
ABS.

APPROXIMATE LOCATION OF SURVEY LINE



SHEET 3 OF 9

Chaparral

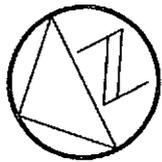
COLDWATER CANYON DR.
(80' PRIVATE R.O.W.)
(199900216)

P.O.B.

L58

L57

L56



1" = 200'

LOT 1
COLDWATER
P.U.D.
SECTION III,
PHASE A
(88/108-110)

LOT 1
COLDWATER P.U.D.
SECTION I, PHASE A
(88/242-243)

LOT 5
COLDWATER
SECTION 1
PHASE B
(200000047)

LOT 6
COLDWATER
SECTION 1
PHASE B
(200000047)

LOT 7
COLDWATER
SECTION 1
PHASE B
(200000047)

LOT 4
COLDWATER P.U.D. SEC. 1
(87/33A-33C)

LOT 3
COLDWATER
P.U.D. SEC. 1
(87/33A-33C)

BRIDGE POINT PARKWAY
(80' PUBLIC R.O.W.)
(87/33A-33C)

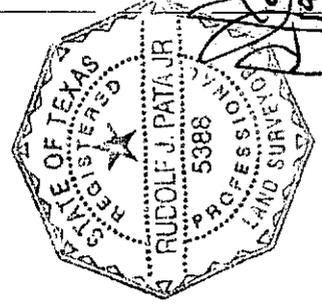
LOT 1
COLDWATER P.U.D.
SECTION I, PHASE A
144.817 ACRES
APPROX. 6,308,209 SQ. FT. (88/242-243)

LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

A.C. CHAMPION
SURVEY NO. 118
ABS. 2603

APPROXIMATE LOCATION OF SURVEY LINE

MATCH LINE SHT 4
MATCH LINE SHT 5

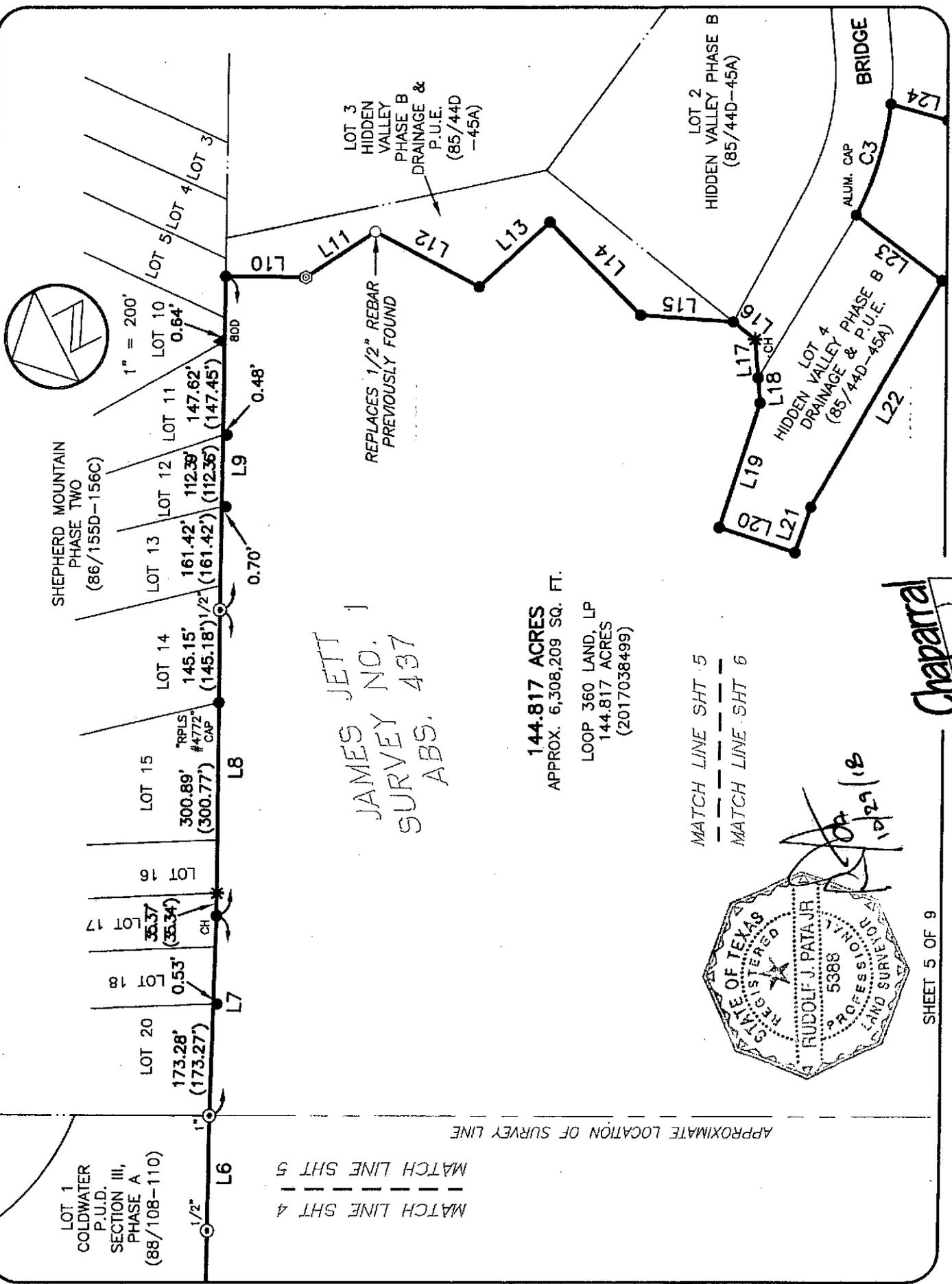


MATCH LINE SHT 4
MATCH LINE SHT 3

LOT 17
BLOCK A
COLDWATER
SECTION 4,
PHASE C
(102/307-309)

SHEET 4 OF 9

Chaparral

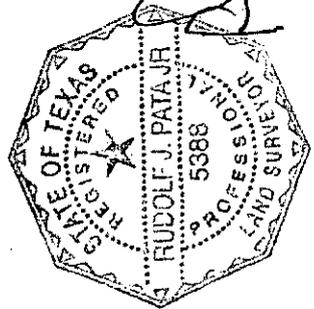


SHEPHERD MOUNTAIN
PHASE TWO
(86/155D-156C)

JAMES JETT
NO. 1
SURVEY NO. 437
ABS.

144.817 ACRES
APPROX. 6,308,209 SQ. FT.
LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

MATCH LINE SHT 5
MATCH LINE SHT 6



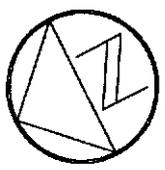
Chaparral

1/22/18

APPROXIMATE LOCATION OF SURVEY LINE

MATCH LINE SHT 4
MATCH LINE SHT 5

LOT 1
COLDWATER
P.U.D.
SECTION III,
PHASE A
(88/108-110)



1" = 200'

LOT 10 0.64'
LOT 11 147.62' (147.45')
LOT 12 112.39' (112.36')
LOT 13 161.42' (161.42')
LOT 14 145.15' (145.18')
LOT 15 300.89' (300.77')
LOT 16 36.37' (35.34')
LOT 17 0.55'
LOT 18 173.28' (173.27')
LOT 19 800'
LOT 20 0.48'
LOT 21 0.70'

LOT 3
HIDDEN VALLEY
PHASE B
DRAINAGE &
P.U.E.
(85/44D-45A)

LOT 2
HIDDEN VALLEY PHASE B
(85/44D-45A)

LOT 4
HIDDEN VALLEY PHASE B
DRAINAGE & P.U.E.
(85/44D-45A)

BRIDGE

ALUM. CAP

C3

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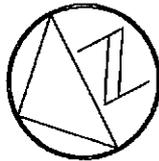
LOT 96

LOT 97

LOT 98

LOT 99

LOT 100



1" = 200'

APPROXIMATE LOCATION OF SURVEY LINE

MATCH LINE SHT 5

MATCH LINE SHT 6

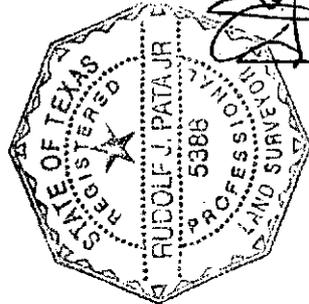
144.817 ACRES
APPROX. 6,308,209 SQ. FT.

LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

MATCH LINE SHT 3

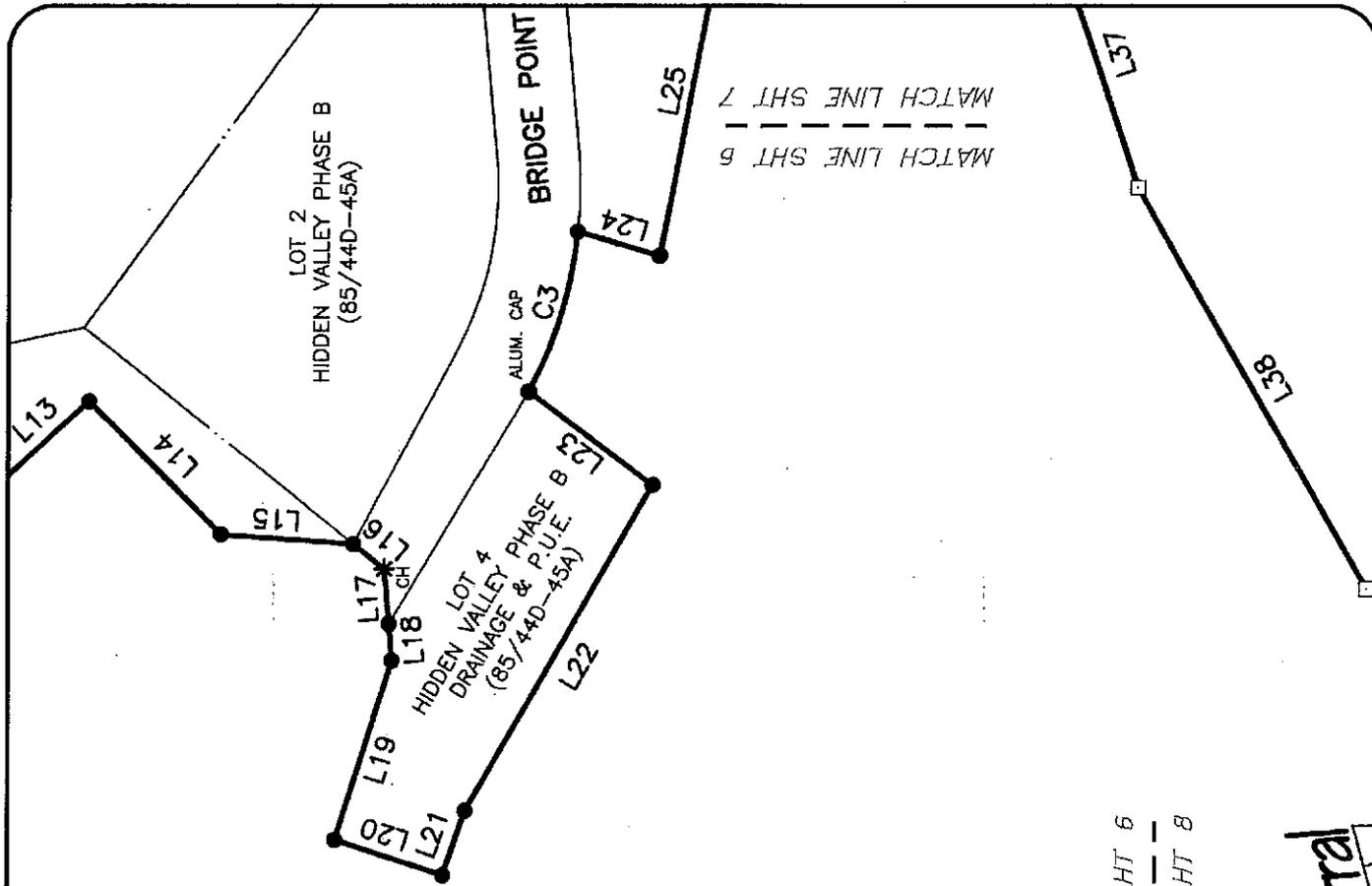
MATCH LINE SHT 6

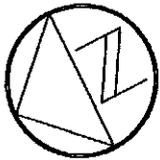
JAMES JETT 1
SURVEY NO. 437
ABS.



MATCH LINE SHT 6

MATCH LINE SHT 8





1" = 200'

LOT 2, BLOCK A
BRIDGEPOINT SQUARE
(99/167-168)

LOT 1, BLOCK A
BRIDGEPOINT SQUARE
(99/167-168)

COURTYARD DRIVE
(90' PUBLIC R.O.W. WIDTH)
(84/117D-118A)

LOT 3
HIDDEN VALLEY
PHASE A
DRAINAGE &
P.U.E.
(84/117D-118A)

LOT 5
HIDDEN VALLEY PHASE B
DRAINAGE & P.U.E. L26
(85/44D-45A)

144.817 ACRES
APPROX. 6,308,209 SQ. FT.

LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

JAMES JETT
SURVEY NO. 1
ABS. 437

REPLACES MAG NAIL
PREVIOUSLY FOUND

"OLD BANK OF COLORADO RIVER"
PER (11129/705),
(9702/873) & (8389/832)

LAKE AUSTIN

LOT 2, BLOCK A
BRIDGEPOINT SQUARE
(99/167-168)

"CA INC."
CAP
N36°24'48"E
89.70'

"CA INC."
CAP

S53°40'35"E 19.13'
(S51°20'08"E 19.13')

L28

C5

CH

L27

L24

L31

L30

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L32

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L24

MATCH LINE SHT 7

MATCH LINE SHT 6

L24

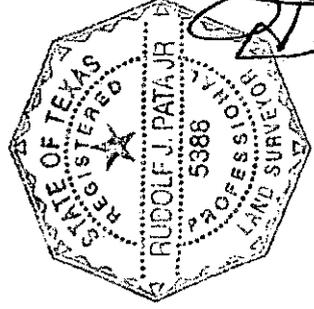
L33

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L35

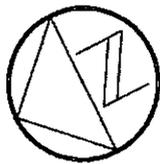
L36

L37



10/29/18

Chaparral



1" = 200'

MATCH LINE SHT 3
MATCH LINE SHT 8

MATCH LINE SHT 6
MATCH LINE SHT 8

144.817 ACRES
APPROX. 6,308,209 SQ. FT.
LOOP 360 LAND, LP
144.817 ACRES
(2017038499)

APPROXIMATE LOCATION OF SURVEY LINE

L56

LOT 2, BLOCK A
SANCTUARY AT
COLDWATER
(199900216)
POINTS LIE ON
FACE OF BLUFF
UNABLE
TO ACCESS

L55

L54

L53

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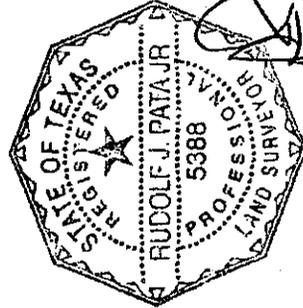
L-247

L-248

L-249

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°17'21"E	700.74'
L2	N61°34'22"E	69.38'
L3	N58°07'52"E	80.01'
L4	N26°37'44"E	791.59'
L5	S62°24'01"E	1219.19'
L6	S62°22'41"E	178.24'
L7	S61°33'21"E	313.31'
L8	S62°56'29"E	481.41'
L9	S62°21'40"E	523.12'
L10	S27°42'21"W	126.91'
L11	S06°17'29"E	130.00'
L12	S54°43'03"W	185.02'
L13	S15°17'26"E	150.05'
L14	S72°13'10"W	204.99'
L15	S31°11'17"W	145.94'
L16	S65°42'07"W	43.79'
L17	N67°55'22"W	60.32'
L18	N67°55'22"W	40.08'
L19	N45°15'58"W	205.23'
L20	S45°13'53"W	125.07'
L21	S43°45'50"E	75.00'
L22	S33°02'44"E	410.71'
L23	N63°50'51"E	170.90'
L24	S43°12'45"W	93.87'
L25	S52°07'19"E	360.05'
L26	S78°47'07"E	622.49'
L27	N64°14'01"E	51.97'
L28	S53°40'35"E	99.80'
L29	S26°21'27"W	100.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	S48°34'50"E	367.98'
L31	S59°31'36"E	239.96'
L32	S16°39'09"E	81.58'
L33	S27°52'05"W	239.98'
L34	N62°07'55"W	414.14'
L35	N70°33'55"W	551.50'
L36	N77°13'55"W	399.34'
L37	N81°23'55"W	481.41'
L38	S87°22'05"W	504.93'
L39	S61°13'05"W	739.69'
L40	N27°26'18"E	131.64'
L41	N50°58'24"E	86.40'
L42	N62°32'37"E	187.19'
L43	N28°39'20"W	171.84'
L44	N27°55'01"E	72.35'
L45	S68°55'26"W	287.86'
L46	S49°18'30"W	214.99'
L47	S49°18'55"W	206.27'
L48	S82°14'50"W	117.81'
L49	N25°15'35"W	131.13'
L50	N25°15'35"W	9.01'
L51	N61°30'02"E	135.09'
L52	N61°35'59"E	129.97'
L53	N67°52'05"E	139.20'
L54	N25°22'24"E	249.98'
L55	N67°07'23"E	24.04'
L56	N51°47'42"W	626.98'
L57	N03°12'14"W	402.83'
L58	N62°36'53"W	849.93'



Chaparral

Exhibit B
to
Parkland Improvement Agreement

Exhibit B
Parkland Maintenance Requirements

Level One Maintenance

Level One is associated with high visitation parks and other special areas. Level One maintenance will be maintained in the Cliff Park within 25 feet of any Park Improvement or Public Access Improvement. The Level One maintenance requirements are set forth in Exhibit B-1.

Level Two Maintenance

Level Two is moderate-level maintenance associated with locations that have moderate to low levels of development or visitation. Level Two maintenance will be maintained in the Cliff Park in areas 25 feet or more from any Park Improvement or Public Access Improvement and in the Preserve Park. The Level Two maintenance requirements are set forth in Exhibit B-2.

Exhibit B-1 Level One Maintenance Requirements

Level One maintenance complies with the following standards:

- **Turf Care:** Grass height is maintained according to species and variety of grass. Mow at least once every five to seven working days but may be as often as once every three working days. Aerate turf at least two times per year: April through October. Reseed or sod as needed. Weed control practice is that no more than five percent of the surface has weeds present. Complete site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
- **Fertilizer:** Adequate fertilization to plant species according to their optimal requirements. Staff base requirements on soil and tissue analysis as needed. Fertilize turf as needed or as scheduled for over-seeded facilities. Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth.
- **Irrigation:** Sprinkler irrigated, automated systems used. The use of central irrigation control is standard. Irrigation system components are inspected on watering days on turf areas and other plant material to identify signs of stress or weakness. Total system preventative maintenance checks are completed weekly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
- **Litter Control / Graffiti:** Minimum of once per day, seven days a week. Staff will check all trash receptacles daily. Staff will pull trashcan liners if they are over half full and install new liners. Extremely high visitation may increase the frequency of park patrolling and trash removal. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing. Graffiti on any surface will be removed with 24 hours of the incident.
- **Pruning:** Frequency dictated by species, length of growing season, design concept also a controlling factor i.e., using clipped method vs. natural-style hedges.
- **Disease and Pest Management:** Controlling objective to anticipate and avoid public awareness of any problem. Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected immediately. Weed control will be accomplished by chemical and mechanical methods on a daily or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide. Pre-emergent herbicides will be applied as needed to minimize weed growth in all high priority turf or decomposed granite areas. All areas will be inspected for daily insect and rodent infestations. Any pesticide application will be completed in strict accordance with Texas Department of Agriculture requirements.
- **Surfaces:** Staff will clean sidewalks and pavilions so that at no time is there an accumulation of sand, dirt, or leaves. This may be required daily. Staff will inspect trail surfaces daily for debris, erosion, and hazards. Sweeping and cleaning frequency as such that at no time does accumulation of debris distract from look or safety of the area.
- **Fountains:** Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed. Staff will clean and sanitize all drinking fountains on a daily basis.
- **Restrooms and Pavilions:** Staff will clean, sanitize, and stock all restrooms at a minimum of once per day or more frequently as needs arise. This includes floors, walls, ceilings, toilets, and urinals. Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of once per day. Staff will clean and inspect pavilions at a minimum of once per day. Staff will clean barbeque grills, empty trashcans, sweep the area, and clean tables on a daily basis.

- **Tree and Plant Care:** Staff will evaluate all trees and shrubs weekly for pruning as needed. Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards. All trees to be pruned of sucker growth on an as needed basis. Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species. Certain facilities will require seasonal color replacement. Maintenance activities are to coincide with low demand periods or to take advantage of special growing characteristics. All newly planted trees will be staked and tied to department specifications. All damaged or diseased trees will be removed and new trees installed as resources are available. Landscaped bed areas should be kept in a weed, leaf and debris-free condition.
- **Area / Security Lights and Park Signage:** All area and security lighting will be checked daily. Light pole bases and poles will be inspected weekly for indications of damage and rust. The lighting system, timer, and light fixtures will be checked weekly for operation. Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.
- **Inspections / Repairs:** A staff member to conduct inspections daily at restrooms, parking lots, sidewalks, and landscaped areas. Repairs to all elements of the design should be done immediately when problems are discovered, replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive.
- **Trails:** Trail surfaces vary within the park system to include granite gravel, concrete, mulch and natural. Trail surfaces should be clear of trip hazards/holes, repaired, or replace when appearance has noticeably deteriorated.
 - **Inspection:** Conduct daily inspection.
 - **Granite Gravel Surfaces:** Resurface complete trail surface annually. Eliminate all trip hazards caused by erosion, exposed tree roots and/or rocks immediately. Maintain 15' width on all granite gravel trails annually. Import dirt or decomposed granite, compact it, and recreate a well-drained outslotted trail annually.
 - **Short Cuts:** Eliminate user created "trails" immediately as discovered.
 - **Outslope:** Maintain outslope annually to eliminate buildup of soil that prevents water flow.
 - **Gradient:** Maintain linear gradient annually of trail to be less than 10%.
 - **Pruning Vegetation:** Maintain an 8' vertical clearance throughout trail system.
 - **Signing/Mapping:** Provide adequate information to educate trail users on rules, wayfinding and mile markers.
 - **Invasive Species:** Monitor invasive species and develop a plan to eliminate all invasive species on banks of the trail.
- **Sustainability:**
 - **Recycling:** Provide receptacles to collect all types of recyclables - aluminum, plastic and paper.
 - **Irrigation:** Audit control system annually for water conservation efforts.
 - **Lighting:** Audit control system annually for electricity conservation efforts.
 - **Invasive Species:** Develop a program to monitor and remove.
 - **Chemicals:** Use only "green" chemicals for cleaning and disinfecting restrooms and surfaces.
 - **Fuels:** Use only "clean" fuels to maintain turf and structures.
 - **Pest Management:** Implement Integrated Pest Management, IPM, strategies in both interior and exterior park improvements and report chemical use on an annual basis.

Exhibit B-2 Level Two Maintenance Requirements

Level Two maintenance complies with the following standards:

- **Turf Care:** Grass height maintained according to species and variety of grass. Mowed at least once every ten to fourteen working days. Aerate turf at least once during the growing season April through October. Reseeding or sodding as needed as resources are available. Weed control practice is that no more than fifteen percent of the surface has weeds present. Mechanical and chemical methods will be used for the site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
- **Fertilizer:** Applied only when plant vigor seems to be low. Low-level application done once per year. Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth. Fertilize turf as needed during the growing season: April through October, over seeded facilities when resources are available.
- **Irrigation:** Some manual systems are present. Irrigation system components are inspected monthly on turf areas and other plant material to identify signs of stress or weakness. Total system preventative maintenance checks are completed monthly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
- **Litter Control:** Parks and facilities are patrolled a minimum of 4 times a week. Staff will check all trash receptacles 4 times a week. Staff will pull trashcan liners if they are over half full and install new liners. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing. Staff will clean sidewalks and pavilions monthly. Staff will inspect trail surfaces monthly for debris, erosion, and hazards. Staff will sweep parking lots and service drives on a monthly basis or as necessary. Graffiti on any surface will be removed with 3 days of the incident.
- **Pruning:** When required for health and reasonable appearance.
- **Disease and Pest Management:** Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected within 2 weeks. Weed control will be accomplished by chemical and mechanical methods on a weekly or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide. All areas will be inspected for as needed for insect and rodent infestations on a weekly basis.
- **Surfaces:** Staff will clean sidewalks and pavilions so that at no time there is an accumulation of sand, dirt, or leaves. Sweeping and cleaning frequency as such that at no time does accumulation of debris distract from look or safety of the area.
- **Water Fountains:** Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed. Staff will clean and sanitize all drinking fountains on a weekly basis.
- **Restrooms and Pavilions:** Staff will clean, sanitize, and stock all restrooms at a minimum of four times a week. This includes floors, walls, ceilings, toilets, and urinals. Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of four times a week. Staff will clean and inspect pavilions weekly. Staff will clean barbeque grills weekly. Empty trashcans, sweep the area, and clean tables at a minimum of four times a week.
- **Tree and Plant Care:** Staff will evaluate all trees and shrubs monthly for pruning as needed. The frequency is primarily dictated by species and variety of trees and shrubs. The length of growing

season and design concept also a controlling factor (i.e. clipped vs. natural style hedges). Maintenance in this area is as needed to provide safety, visibility, and to ensure the health of the plant. Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards. All trees to be pruned of sucker growth on an as needed basis. Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species. All newly planted trees will be staked and tied to department specifications. All damaged or diseased trees will be removed and new trees installed when resources are available.

- **Area / Security Lights, and Park Signage:** All area and security lighting will be checked monthly. Light pole bases and poles will be inspected monthly for indications of damage and rust. The lighting system, timer, and light fixtures will be checked monthly for operation. Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.
- **Inspections / Repairs:** Repairs to all elements of the design should be done immediately when problems are discovered; replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive. Major components of a LEVEL TWO facility should be inspected bi-weekly. This includes restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.
- **Trails:** Trail surfaces vary within the park system to include granite gravel, concrete, mulch and natural. Trail surfaces should be clear of trip hazards/holes, repaired, or replace when appearance has noticeably deteriorated.
 - **Inspection:** Conduct weekly inspections and inspect after storm events.
 - **Granite Gravel Surfaces:** Resurface complete trail surface annually. Eliminate all trip hazards caused by erosion, exposed tree roots and/or rocks immediately. Import dirt or decomposed granite, compact it, and recreate a well-drained outsloped trail annually.
 - **Short Cuts:** Eliminate user created "trails" immediately as discovered.
 - **Outslope:** Maintain outslope annually to eliminate buildup of soil that prevents water flow.
 - **Gradient:** Maintain linear gradient annually of trail to be less than 10% .
 - **Pruning Vegetation:** Maintain an 8' vertical clearance throughout trail system.
 - **Signing/Mapping:** Provide adequate information to educate trail users on rules, wayfinding and mile markers.
 - **Invasive Species:** Monitor invasive species and develop a plan to eliminate all invasive species on banks of the trail.
- **Sustainability:**
 - **Recycling:** Provide receptacles to collect all types of recyclables - aluminum, plastic and paper.
 - **Irrigation:** Audit control system annually for water conservation efforts.
 - **Lighting:** Audit control system annually for electricity conservation efforts.
 - **Invasive Species:** Develop a program to monitor and remove.
 - **Chemicals:** Use only "green" chemicals for cleaning and disinfecting restrooms and surfaces.
 - **Fuels:** Use only "clean" fuels to maintain turf and structures.
 - **Pest Management:** Implement Integrated Pest Management, IPM, strategies in both interior and exterior park improvements and report chemical use on an annual basis.

Exhibit C
to
Parkland Improvement Agreement

EXHIBIT C

Insurance and Bond Requirements

A. General Requirements

Loop 360 shall forward certificates of insurance with the endorsements required below to the City as verification of coverage prior to commencement of any construction services hereunder, EXCEPT that Loop 360 shall have in place a policy of commercial general liability insurance meeting the requirements of this Agreement commencing on the Effective Date. To the extent that the specific endorsements referenced herein are unavailable or that equivalent endorsements are available, the substitution of equivalent endorsements will be permitted subject to the reasonable approval of the City.

Except to the extent commenced prior to the Effective Date, Loop 360 shall not commence design or construction work on the Improvements until the required insurance is obtained and has been reviewed by the City pursuant to the immediately following paragraph. Approval of insurance by the City does not relieve or decrease the liability of Loop 360 hereunder and is not a limitation of liability on the part of Loop 360.

Except to the extent commenced prior to the Effective Date, Loop 360 must submit certificates of insurance for all contractors and/or subcontractors to the City prior to the commencement of design or construction work on the Improvements and the City will review and reasonably approve the certificates, which comply with the requirements of this Agreement, within five days of receipt.

Loop 360's and all contractor's and subcontractor's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must contain the following information:

Attn: Director, Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767

The "other" insurance clause must not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and Loop 360, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Agreement, Loop 360, contractors and subcontractors must carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto (or to be provided a copy of the policy and endorsements for inspection in a location and under conditions reasonably acceptable to the City) and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Loop 360 shall not cause any insurance to be canceled nor permit any insurance it is required to carry to lapse during the term of this Agreement.

Loop 360 and any contractor or subcontractor responsible for maintaining insurance shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in their respective policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

The City may review the insurance requirements set forth herein during the Term and may, by at least thirty (30) days' prior written notice to Loop 360, make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by the City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies) and Loop 360 (and any such changes will result in a reasonable adjustment to the payment obligations of the City).

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of Loop 360.

B. Specific Requirements

Worker's Compensation and Employers' Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Chapter 401 of the Texas Labor Code). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (a) Policies shall apply to the State of Texas and include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, Form WC420304
 - (ii) Thirty days Notice of Cancellation, Form WC420601

Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
 - (i) Blanket contractual liability coverage for liability assumed under this contract and all contracts related to the Improvements.

- (ii) Independent contractor's coverage.
 - (iii) Products/completed operations liability for the duration of the warranty period.
- (b) The policy must also include these endorsements in favor of the City:
- (i) Waiver of Subrogation, endorsement CG 2404
 - (ii) Thirty days notice of cancellation, endorsement CG 0205
 - (iii) The City listed as an additional insured, endorsement CG 2010

Business Automobile Liability Insurance. Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage,

- (a) The policy must include these endorsements in favor of the City of Austin:
- (i) Waiver of subrogation, endorsement CA 0444
 - (ii) Thirty days notice of cancellation, endorsement CA 0244
 - (iii) The City listed as an additional insured, endorsement CA 2048

Property Insurance. If any of the City's property is in the care, custody or control of Loop 360, then Loop 360 shall provide property coverage on a "Causes of Loss - Special Form". The coverage must be provided on a replacement cost basis for the 100% value of the City's property. If property is being transported or stored off site by Loop 360, then transit and storage coverage must also be provided. The City shall be endorsed onto the policy as a loss payee.

Hazardous Material Insurance. If applicable, for work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

- (a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of Loop 360 and the City.
- (b) Any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90

endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to Loop 360 and the City.

Performance and Payment Bonds. In substantial compliance with the provisions of Chapter 2253 of the Texas Government Code, Loop 360 shall require its general contractor, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Improvements, to furnish and deliver to the City, legally issued surety bonds in a form reasonably approved by the City, with the City and Loop 360 named as co-obligees. The furnishing and delivery of such bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Improvements and, upon the failure of the general contractor to so furnish and deliver all of the same in form, tenor and execution and with sureties reasonably satisfactory to the City, no rights obtain thereunder to Contractor, no construction of the Improvements may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and Loop 360 will be in material default under this Agreement.

Payment Bond. Loop 360 shall require the general contractor to provide a payment bond legally issued by a surety meeting the reasonable approval of the City Law Department, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

Performance Bond. Loop 360 shall require contractor to provide a performance bond legally issued by a surety meeting the reasonable approval of the City Law Department, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full and complete performance by the general contractor of those covenants and agreements contained in the contract documents.

Builders' Risk Insurance. Loop 360's contractor shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Loop 360. Loop 360 shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Professional Liability Insurance. For work which requires professional engineering or professional survey services to meet the requirements of the Agreement, including but not limited to excavation safety systems, traffic control plans, and construction surveying, Loop 360's contractor or subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the work of this Agreement.