

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STORM WATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement (“Agreement”) is made by and between WPT Impact Way, LP (“OWNER”) the owner of a tract of land being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes (“PROPERTY”), and City of Pflugerville, Texas (“CITY”), collectively referred to herein as the Parties. For purposes of this Agreement, the term OWNER refers to the current owner of the PROPERTY, and the OWNER’s successors, heirs, and assigns.

WHEREAS, the OWNER of the PROPERTY possesses full authority to execute deeds, mortgages, and other covenants affecting the PROPERTY and desires to enter into this Agreement, as required by the City of Pflugerville’s Code of Ordinances, including without limitation the Unified Development Code and associated Engineering Design and Construction Standards Manual, and the City’s Texas Commission on Environmental Quality-issued Municipal Separate Storm Sewer System (“MS4”) TPDES General Permit (TXR040000), collectively, the “Regulations”; and

WHEREAS, the OWNER acknowledges and agrees that, in order to ensure perpetual compliance with the Regulations, the PROPERTY must be impressed with certain covenants and restrictions;

WHEREAS, the Regulations generally and specifically require the design, construction and perpetual maintenance of permanent post construction storm water best management practices (“BMPs”) developed and included within a Storm Water Management Site Plan (“SWMSP”) required as a part of, and incident to, development, and OWNER acknowledges that compliance therewith by virtue of this Agreement and the terms hereof shall enable OWNER to develop the PROPERTY, which is accepted in consideration of this Agreement; and

WHEREAS, the CITY is charged with the responsibility of protecting the public health, safety and welfare through implementation of storm water pollution prevention measures, including ensuring that SWMSPs are developed, and post construction storm water BMPs are implemented and perpetually maintained by property owners.

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual covenants and obligations herein expressed, the Parties hereto agree as follows:

1. RECITALS INCORPORATED. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.

2. DECLARATION OF COVENANTS AND RESTRICTIONS. It is declared that the OWNER of PROPERTY, shall hold, sell and convey the PROPERTY, subject to the following covenants and restrictions (the "Restrictive Covenants"), which are impressed upon the PROPERTY by this Agreement. OWNER further declares that these Restrictive Covenants shall run with the land, and shall be binding upon the OWNER, its heirs, successors and assigns, and that each contract, deed or conveyance of any kind conveying all or a portion of the PROPERTY will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. The OWNER shall record this Agreement in the Official Land Records of Travis County, Texas.

(a) The OWNER covenants, declares and agrees that the OWNER shall perpetually preserve, protect, inspect and maintain the permanent post construction storm water BMPs developed by the OWNER in accordance with the SWMSP for the PROPERTY to ensure that the post construction storm water BMPs are and remain in proper condition in accordance with the SWMSP and the Regulations. The permanent post construction storm water BMPs specifically consist of those provided in **Exhibit B**, attached hereto and incorporated herein.

(b) The OWNER covenants and declares that OWNER shall maintain and inspect the permanent BMPs in accordance with the "Maintenance and Repair Plan" also provided in **Exhibit B**, and the Regulations. OWNER acknowledges and agrees that the Maintenance and Repair Plan may not be modified without the CITY Development Director's, or designee's, written consent, which shall not be unreasonably withheld, conditioned or delayed. OWNER acknowledges and agrees that the CITY is a beneficiary of OWNER's obligations under this Agreement and that failure to preserve, protect, inspect and maintain the post construction storm water BMPs is a breach of this Agreement.

(c) OWNER covenants and declares that any maintenance or repair needs identified by OWNER through periodic inspection shall be performed by the OWNER within thirty (30) days of discovery, or immediately upon notification by the CITY. If maintenance and repair cannot be performed immediately upon written notification by the CITY, the OWNER shall provide CITY with a schedule of activities to be completed, which shall be completed within a reasonable time as agreed to by the Parties. In the event the work is not performed within the specified time, the OWNER acknowledges and agrees that the CITY, or its employees, agents or contractors, may enter the PROPERTY and complete the required maintenance, as determined necessary in the CITY's sole discretion, at the OWNER's sole cost and expense. In the event that immediate maintenance and repair is necessary to protect public health, safety or welfare, as determined in the CITY'S sole discretion, CITY may enter and complete such maintenance and repair without prior notice to the OWNER. The OWNER shall reimburse the CITY for the reasonable costs incurred for the maintenance of the post construction storm water BMPs immediately upon

demand. OWNER further acknowledges and agrees that failure to reimburse CITY for all such costs shall be deemed a breach of this Agreement and will subject OWNER to all actions at law or in equity as the CITY may deem prudent, including without limitation, the placement of a judicially enforceable lien on the PROPERTY to secure the payment of all CITY costs incurred.

(d) The OWNER covenants, declares and agrees to modify or increase the inspection and maintenance or repair requirements, as deemed reasonably necessary by the CITY upon receipt of written notification thereof to OWNER, to ensure proper functioning and maintenance of the said post construction storm water BMP's.

(e) Notwithstanding anything in this Agreement to the contrary, OWNER acknowledges and agrees that the CITY is under no obligation to maintain or repair said post construction storm water BMP's, and in no event shall this Agreement be construed to impose any such obligation, duty or liability upon the CITY.

3. EASEMENT RESERVATION. OWNER hereby reserves a perpetual access and maintenance easement to all post construction storm water BMPs shown on the SWMSP for the purpose of inspection, repair and perpetual maintenance.

4. LICENSE. OWNER hereby GRANTS, SELLS AND CONVEYS TO CITY A NON-EXCLUSIVE IRREVOCABLE LICENSE OVER, UPON, ACROSS AND THROUGHOUT THE PROPERTY FOR ACCESS, INSPECTION AND MAINTENANCE OF THE POST CONSTRUCTION STORM WATER BMPs, AS APPLICABLE AND TO THE EXTENT NECESSARY, UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED, AMENDED OR TERMINATED AS PROVIDED HEREIN.

5. INDEMNIFICATION. In the event of the OWNER's failure to maintain the post construction storm water BMPs or OWNER's creation of a hazard, and the City's subsequent maintenance of the post construction storm water BMPs, the OWNER, whether one or more, shall be jointly and severally liable to the City for any reasonable expenses incurred by the City while maintaining the post construction storm water BMPs. and, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, OWNER, AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, SAVE HARMLESS, AND DEFEND THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL DEMANDS, LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT, AND REASONABLE ATTORNEY'S FEES), WHICH CITY MAY HEREAFTER INCUR, BECOME RESPONSIBLE FOR, OR PAY OUT AS A RESULT OF DEATH OR BODILY INJURIES TO ANY PERSON, DESTRUCTION OR DAMAGE TO ANY PROPERTY, CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, OR ANY VIOLATION OF GOVERNMENTAL LAWS, REGULATIONS, OR RULES NOT RESULTING FROM THE CITY'S OWN NEGLIGENCE, BUT TO THE EXTENT CAUSED BY THE OWNER'S BREACH OF ANY WARRANTY, TERM OR PROVISION OF THIS AGREEMENT, OR ANY

NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE OWNER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THE PERFORMANCE, OR OMISSION, OF ANY ACT CONTEMPLATED BY THIS AGREEMENT.

6. GENERAL PROVISIONS.

(a) Severability. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this Agreement shall remain in full effect.

(b) Non-Waiver. If at any time the CITY fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

(c) Modification and Amendment. The Restrictive Covenants and License provided by this Agreement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Real Property Records of Travis County, Texas, executed, acknowledged, and approved by (a) the Director of Planning of the City of Pflugerville, or successor department; (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination, and (c) any mortgagees holding first lien security interests on any portion of the PROPERTY.

(d) Attorney's Fees. In the event the CITY brings an action or proceeding to enforce the terms hereof or declare rights hereunder, and is determined to be the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, CITY shall be entitled to reasonable attorneys' fees, costs and expert witness fees as the court shall determine. The term "Prevailing Party" shall mean a party who substantially obtains or defeats the relief sought, as the case may be, by the entering of a judgment or arbitration award in such party's favor.

(e) Governing Law. This Agreement and all rights and obligations created hereby will be governed by the laws of the State of Texas and venue shall be located in Travis County, Texas.

(f) Entire Agreement. This Agreement, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits attached hereto. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against any party.

Executed and effective on this ____ day of _____, 20__.

WPT Impact Way, LP

By: WPT Impact Way GP, LLC

Its: General Partner

By:  _____

Name: Scott T. Frederiksen

Signature: Chief Executive Officer

Title: _____

ACKNOWLEDGMENT

THE STATE OF Minnesota §
COUNTY OF Hennepin §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Scott T. Frederiksen, the Chief Executive Officer of WPT Impact Way GP, LLC acting as the general partner of WPT Impact Way, LP, known to me (or proved to me on the oath of, a credible witness) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of July, 2021

Conrad
Notary Public, State of Minnesota



The City of Pflugerville does hereby accept the above described license in accordance with the terms of this Agreement.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

FINAL PLAT REPLAT OF LOT 3C - RENEWABLE ENERGY PARK

- LEGEND:**
- △ = CALCULATED POINT
 - = 1/2" IRON ROD SET w/ INLAND CAP
 - ⊙ = CAPPED IRON ROD FOUND
 - ⊗ = 1/2" IRON ROD FOUND
 - X = X CUT SET
 - ||| = CONTROL OF ACCESS
 - 6" SIDEWALK
 - D.E. = DRAINAGE EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - T.C.E. = TEMPORARY CONSTRUCTION ACCESS EASEMENT
 - O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE



GENERAL INFORMATION:

OWNERS: PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
C/O: FLOYD AKERS
203 WEST MAIN STREET, SUITE E
PFLUGERVILLE, TX 78660

ENGINEER: DCS ENGINEERING, LLC
1191 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78748

SURVEYOR: INLAND GEODETICS, LLC
1504 CHISHOLM TRAIL, 3RD, STE. 103
ROUND ROCK, TX 78681

NUMBER OF BLOCKS: NONE

TOTAL NUMBER OF LOTS: 4

TOTAL ACREAGE: 108.427 AC., (4,723,077 SQ. FT.)

LOT 3C NON-RESIDENTIAL 33.424 AC., (1,455,950 SQ.FT.)

LOT 3D NON-RESIDENTIAL 15.561 AC., (677,852 SQ.FT.)

LOT 3E NON-RESIDENTIAL 14.233 AC., (619,888 SQ.FT.)

LOT 3F NON-RESIDENTIAL 41.648 AC., (1,814,170 SQ.FT.)

NEW STREETS: IMPACT WAY

BENCHMARKS: IBM #1 (SURFACE COORDINATES) SQUARE CUT ON WEST END OF HEADWALL. ELEV=633.11, N=10129748.05, E=3161201.22
TBM #2 (SURFACE COORDINATES) SQUARE CUT ON SOUTH END OF HEADWALL. ELEV=507.46, N=10125140.52, E=3162834.73
WILLIAM CALDWELL SURVEY ABSTRACT 162

PATENT SURVEY: WILLIAM CALDWELL SURVEY ABSTRACT 162

DATE OF PREPARATION: 11/25/2013

SUBMITTAL DATE: 12/02/2013

DATE OF PLANNING AND ZONING COMMISSION REVIEW:

TRAVIS COUNTY, TEXAS
(339,826)
VOL. 13131, PG. 3751
R.P.R.T.C.T.

NO.	BEARING	DISTANCE
E1	S 62°05'24" E	1000.35'
E2	S 45°29'37" E	35.33'
E3	S 24°54'24" E	178.52'
E4	S 78°53'11" E	214.58'

NUMBER	DELTA	RADIUS	LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	19°48'04"	560.00'	193.33'	192.57'	N 55°46'56" E
C2	07°59'19"	560.00'	78.08'	78.02'	N 72°40'36" E
C3	27°47'19"	560.00'	271.61'	268.96'	N 62°46'36" E
C4	90°00'00"	25.00'	39.27'	35.36'	N 31°40'17" E

NO.	BEARING	DISTANCE
L1	N 76°40'17" E	90.00'
L2	N 13°29'43" E	40.00'
L3	N 78°40'17" E	10.00'
L4	N 28°10'09" E	20.35'
L5	N 76°40'17" E	80.00'

STATE OF TEXAS
(17,693 AC.)
DOC. NO. 2001128029
O.P.R.T.C.T.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OR ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL # 48453 C 0290 H DATED SEPTEMBER 25, 2009 FOR TRAVIS COUNTY, TEXAS

ALL BEARINGS ARE BASED ON GRID BEARINGS; DISTANCES ARE SURFACE DISTANCES; COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.999990506.



1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78748
Phone (512) 614-6171 Fax (512) 284-8021
T.B.P.E. FIRM NO. F-13162

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251

December 27 2013

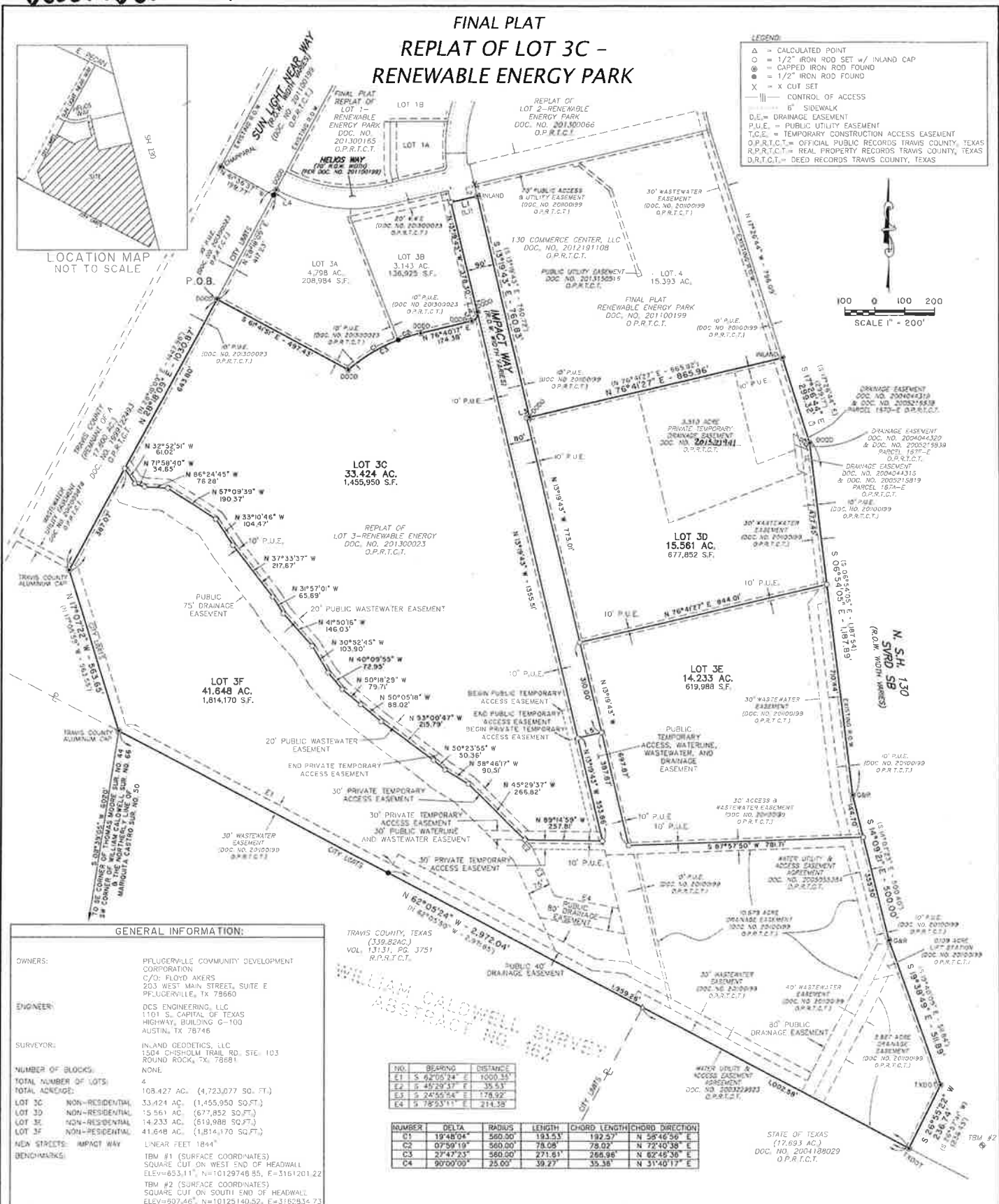
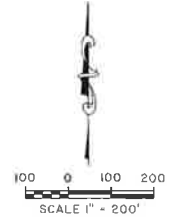
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FINAL PLAT
REPLAT OF LOT 3C -
RENEWABLE ENERGY PARK

LEGEND:
 Δ = CALCULATED POINT
 ○ = 1/2" IRON ROD SET w/ INLAND CAP
 ⊙ = CARVED IRON ROD FOUND
 ● = 1/2" IRON ROD FOUND
 X = X CUT SET
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LOCATION MAP NOT TO SCALE



GENERAL INFORMATION:

OWNERS: PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
 C/O: FLOYD AKERS
 203 WEST MAIN STREET, SUITE E
 PFLUGERVILLE, TX 78660

ENGINEER: DCS ENGINEERING, LLC
 1101 S. CAPITAL OF TEXAS
 HIGHWAY, BUILDING G-100
 AUSTIN, TX 78746

SURVEYOR: INLAND GEODETICS, LLC
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX 78681

NUMBER OF BLOCKS: NONE

TOTAL NUMBER OF LOTS: 4

TOTAL ACRES: 108.427 AC. (4,723,077 SQ. FT.)

LOT	TYPE	ACRES	(SQ. FT.)
LOT 3C	NON-RESIDENTIAL	33.424	(1,455,950 SQ. FT.)
LOT 3D	NON-RESIDENTIAL	15.561	(677,852 SQ. FT.)
LOT 3E	NON-RESIDENTIAL	14.233	(619,988 SQ. FT.)
LOT 3F	NON-RESIDENTIAL	41.648	(1,814,170 SQ. FT.)

NEW STREETS: IMPACT WAY
 LINEAR FEET 1844'

BENCHMARKS:
 TBM #1 (SURFACE COORDINATES)
 SQUARE CUT ON WEST END OF HEADWALL
 ELEV=653.11', N=10129748.55, E=3161201.22
 TBM #2 (SURFACE COORDINATES)
 SQUARE CUT ON SOUTH END OF HEADWALL
 ELEV=507.46', N=10125140.52, E=3162934.73
 WILLIAM CALDWELL SURVEY ABSTRACT 162

PATENT SURVEY:
 11/25/2013
 SUBMITTAL DATE: 12/02/2013
 DATE OF PLANNING AND ZONING COMMISSION REVIEW:

TRAVIS COUNTY, TEXAS
 (339,826)
 VOL. 13131, PG. 3751
 R.P.R.T.C.T.

WILLIAM CALDWELL
 ABSTRACT 162

NO.	BEARING	DISTANCE
C1	S 62°05'54" W	1000.33'
C2	S 84°52'54" E	33.43'
C3	S 24°55'54" E	176.92'
C4	S 78°23'11" E	214.38'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	LENGTH/CHORD	DIRECTION
C1	19'48"04"	560.00'	193.53'	192.57'	N 58°46'50" E	
C2	07°59'19"	560.00'	78.08'	78.02'	N 72°40'38" E	
C3	27°47'23"	560.00'	271.51'	266.96'	N 82°48'30" E	
C4	90°00'00"	25.00'	39.27'	35.30'	N 31°40'17" E	

NO.	BEARING	DISTANCE
L1	N 76°40'17" E	90.00'
L2	N 76°40'17" E	192.02'
L3	N 73°19'43" W	40.00'
L4	N 76°40'17" E	10.00'
L5	N 28°18'09" E	20.35'
L6	N 76°40'17" E	80.00'

STATE OF TEXAS
 (17,893 AC.)
 DOC. NO. 200418029
 O.P.R.T.C.T.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OR ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL # 48453-C-0290 H-0400 SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS

ALL BEARINGS ARE BASED ON GRID BEARINGS, DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99999056.



ENGINEERING, LLC
 1101 S. CAPITAL OF TEXAS
 HIGHWAY, BUILDING G-100
 AUSTIN, TX 78746
 Phone (512) 614-6171 Fax (512) 284-8021
 T.B.P.E. FIRM NO. F-13162

SHEET 1 OF 3

INLAND GEODETICS

PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX 78681
 Ph. (512) 238-1200, FAX (512) 238-1251

FINAL PLAT
REPLAT OF LOT 3C -
RENEWABLE ENERGY PARK

LEGAL DESCRIPTION:

DESCRIPTION OF A 108.427 ACRE (4,723,077 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY ABSTRACT NO 162, IN TRAVIS COUNTY, TEXAS, BEING ALL LOT 3C OF THE REPLAT OF LOT 3 - RENEWABLE ENERGY PARK ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 201300023 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, SAID 108.427 ACRE (4,723,077 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING of a capped iron rod found marked "Dodd", is the easterly boundary line of the remnant of that called 17,800 acre tract of land conveyed to the Travis County by instrument recorded in Document No. 1999122493 of the Official Public Records of Travis County Texas, being the most southwesterly corner of Lot 3A of said Replat of Lot 3 subdivision, same being the most northwesterly corner of said Lot 3C, for the POINT OF BEGINNING of the herein described tract, and from which a 1/2" iron rod found, being the southeast corner of Sun Light Near Way (right-of-way width varies) (Per Document No. 201001991), same being the westerly boundary line of said Lot 3A, bears N 28°18'03" E at a distance of 417.23 feet;

1) THENCE, departing the easterly boundary line of said remnant of the 17,800 acre tract, with the common boundary line of said Lot 3A and Lot 3C, S 6°41'51" E for a distance of 497.43 feet to a capped iron rod found marked "Dodd", for a point of curvature to the right;

2) THENCE, continuing with said common boundary line, along said curve to the right, having a delta angle of 19°48'04", a radius of 560.00 feet, an arc length of 193.53 feet, and a chord which bears N 58°46'56" E for a distance of 192.57 feet to a 1/2" iron rod, being the southeasterly corner of said Lot 3A, same being the southwesterly corner of Lot 3B of said Replat of Lot 3 subdivision;

THENCE, with the common boundary line of said Lot 3B and Lot 3C the following three (3) courses:

3) With along said curve to the right, having a delta angle of 07°59'13", a radius of 560.00 feet, of an arc length of 78.08 feet, and a chord which bears N 72°40'38" E for a distance of 78.02 feet to a capped iron rod found marked "Dodd", for a point of tangency;

4) N 76°40'17" E for a distance of 174.38 feet to a capped iron rod found marked "Dodd", for a point of curvature to the left;

5) With said curve to the left, having a delta angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, and a chord which bears N 3°40'17" E for a distance of 35.56 feet to a capped iron rod found marked "Dodd", being the proposed westerly right-of-way line of Impact Way (right-of-way width varies), for a point of tangency;

6) THENCE, with said proposed westerly right-of-way line of Impact Way, same being the easterly boundary line of said Lot 3B, N 13°19'43" W for a distance of 379.30 feet to capped iron rod set marked "INLAND", being the southerly right-of-way line of Helios Way (Per Document No. 201001991) for an angle point in the herein described tract;

7) THENCE, departing the easterly boundary line of said Lot 3B, same being the proposed westerly right-of-way line of Impact Way, with the southerly right-of-way line of said Helios Way (Per Document No. 201001991), N 76°40'17" E for a distance of 90.00 feet to a capped iron rod found marked "INLAND", being the proposed easterly right-of-way line of said Impact Way, same being the westerly boundary line of Lot 4 as depicted on the Final Plat of The Renewable Energy Park recorded in Document No. 201001991 of the Official Public Records of Travis County Texas, being the most southwesterly corner of said Helios Way (Per Document No. 201001991), for an exterior ell corner of the herein described tract;

8) THENCE, with the westerly boundary line of said Lot 4, same being the proposed easterly right-of-way line of said Impact Way, S 13°19'43" E for a distance of 760.83 feet to capped iron rod found marked "DODD", being an angle point in the proposed easterly right-of-way line of said Impact Way, same being the northerly boundary line of Lot 3C of said Replat of Lot 3 Renewable Energy Park, being the southwesterly corner of said Lot 4, for an interior ell corner of the herein described tract;

9) THENCE, departing the proposed easterly right-of-way line of said Impact Way, with the southerly boundary line of said Lot 4, same being the northerly boundary line of said Lot 3C, N 76°41'27" E for a distance of 865.96 feet to capped iron rod found marked "INLAND", being the northwesterly corner of said Lot 3C, same being the southeasterly corner of said Lot 4, being the existing westerly right-of-way line of State Highway 130 (right-of-way width varies), for the most northeasterly corner of the herein described tract;

THENCE, with the easterly boundary line of said Lot 3C, same being the westerly right-of-way line of said S.H. 130, the following five (5) courses:

10) S 17°26'44" E for a distance of 299.32 feet to a capped iron rod found marked "DODD" for an angle point of the herein described tract;

11) S 06°54'09" E passing at a distance of 477.45 feet a capped iron rod set marked "INLAND", for a total distance of 1,878.99 feet to a capped iron rod found marked "GBR" for an angle point of the herein described tract;

12) S 14°09'21" E passing at a distance of 144.70 feet a capped iron rod set marked "INLAND", continuing for a total distance of 500.00 feet to a capped iron rod found marked "GBR" for an angle point of the herein described tract;

13) S 19°38'49" E for a distance of 511.89 feet to a capped iron rod found marked "TxDOT" for an angle point of the herein described tract;

14) S 26°55'22" W for a distance of 236.74 feet to a capped iron rod found marked "TxDOT", in the northerly boundary line of that called 17,693 acre tract of land conveyed to the State of Texas by instrument recorded in Document No. 2004188029 of the Official Public Records of Travis County Texas, being the most southeasterly corner of said Lot 3C, for the most southeasterly corner of the herein described tract;

15) THENCE, departing the existing westerly right-of-way line of said S.H. 130, with the northerly boundary line of said 17,693 acre tract, same being the southerly boundary line of said Lot 3C, N 62°05'24" W passing at a distance of 1,022.58 feet a calculated point being the most northwesterly corner of said 17,693 acre tract, same being the most northeasterly corner of that called 339.82 acre tract of land conveyed to Travis County, Texas by instrument recorded in Volume 13131, Page 375 of the Real Property Records of Travis County, Texas, and continuing with the northerly boundary line of said 339.82 acre tract for a total distance of 2,972.04 feet to a capped iron rod found marked "TRAVIS COUNTY", being the southeasterly corner of said 17,800 remnant tract, being the most southwesterly corner of said Lot 3C, for the most southwesterly corner of the herein described tract;

THENCE, with the easterly boundary line of said remnant tract, same being the westerly boundary line of said Lot 3C, the following two (2) courses:

16) N 17°07'22" W for a distance of 563.65 feet to a capped iron rod found marked "TRAVIS COUNTY", for an angle point of the herein described tract;

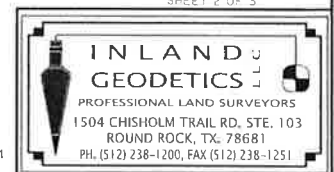
17) N 28°18'09" E passing at a distance of 387.07 feet a iron rod set marked "INLAND", and continuing for a total distance of 1,030.97 feet to the POINT OF BEGINNING, containing 108.427 acres (4,723,077 square feet) of land, more or less (99% 99)

NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE FULL PURPOSE JURISDICTION.
2. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
3. 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.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS. DETENTION PONDS WITHIN DRAINAGE EASEMENTS WILL NOT BE MAINTAINED BY THE CITY OF PFLUGERVILLE.
5. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS. AT THE ASSESSED RATE ESTABLISHED IN ORDINANCE NO. 89-07-06-76.
6. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
7. STREET LIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
8. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
9. A 10'-FT PUE IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
10. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION.
11. A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET. PDCO WILL CONSTRUCT THESE SIDEWALKS DURING CONSTRUCTION OF THE ROAD.
12. WATER AND WASTEWATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
13. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLANNING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. AT SUCH TIME AS THE PROPERTY IS DEVELOPED, A MINIMUM OF A 6'-FT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ADJACENT TO EAST PECAN STREET AND ALL PUBLIC STREETS WITHIN THE FINAL PLAT.
15. NO BILLBOARDS, CELL TOWERS OR DOMESTIC WATER SUPPLY TOWERS, WILL BE ALLOWED WITHIN THE BOUNDARIES OF SH 130 COMMERCE CENTER.
16. COMMERCIAL SIGN DESIGN WITHIN RIGHT-OF-WAY ADJACENT TO THE ENTRANCE DRIVE TO METRO PARK SHALL BE HARMONIOUS WITH THE COUNTY PARK ENVIRONMENT AND SHALL BE SUBJECT TO ALL CITY OF PFLUGERVILLE SIGN REQUIREMENTS.
17. NO STRUCTURES SHALL IMPEDE THE FLIGHT PATH OF AUSTIN EXECUTIVE AIRPORT.
18. ANY RESIDENTIAL LAND USE WITHIN THE FINAL PLAT SHALL REQUIRE PUBLIC PARKLAND DEDICATION OR A FEE IN LIEU AS DETERMINED BY THE PARKS AND RECREATION COMMISSION.
19. PROPERTY OWNER OF LOT 3D SHALL DEDICATE A PRIVATE DRAINAGE EASEMENT CONTAINING THE UNDETAINED FULLY DEVELOPED FLOWS FROM LOT 4 FOR THE 100-YEAR STORM EVENT AT THE TIME OF SITE DEVELOPMENT OF LOT 3D.
20. TEMPORARY PRIVATE ACCESS EASEMENTS ON LOT 3C AND LOT 3F WILL REMAIN UNTIL IMPACT WAY IS EXTENDED BEYOND THE SOUTHERN BOUNDARY LINE OF LOT 3C UPON PUBLIC EXTENSION OF IMPACT WAY TO THE SOUTH THE TEMPORARY TURNAROUND ON LOT 3C AND TEMPORARY ACCESS ROAD TO LOT 3F WILL BE REMOVED BY THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION.
21. TEMPORARY PUBLIC ACCESS EASEMENT ON LOT 3C WILL REMAIN UNTIL IMPACT WAY IS EXTENDED BEYOND THE SOUTHERN BOUNDARY LINE OF LOT 3C UPON PUBLIC EXTENSION OF IMPACT WAY TO THE SOUTH THE TEMPORARY TURNAROUND ON LOT 3C AND TEMPORARY ACCESS ROAD TO LOT 3F WILL BE REMOVED BY THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION.
22. OWNER/DEVELOPER OF LOT 3E SHALL CONVEY DRAINAGE UNDERGROUND, INCLUDING THE 100-YEAR STORM EVENT FLOWS TO THE REGIONAL DETENTION POND AND CONSTRUCT A CONCRETE PILOT CHANNEL AT A MAXIMUM 0.5% SLOPE TO DISCHARGE FLOWS FROM SMALLER STORM EVENTS.
23. STORMWATER DETENTION FACILITIES FOR LOTS 3C, 3D, 3E AND 3F WILL BE BUILT AND LOCATED ON LOT 3F PER THE SH30 COMMERCE CENTER PHASE II PLANS AND ARE REQUIRED TO BE FORMALLY ACCEPTED BY THE CITY OF PFLUGERVILLE PRIOR TO A FINAL CERTIFICATE OF OCCUPANCY BEING ISSUED ON LOTS 3C, 3D, 3E, AND 3F. LOTS 3C, 3D, 3E AND 3F WILL DRAIN ONTO LOT 3F. ALL DRAINAGE IMPROVEMENTS MUST BE IN ACCORDANCE WITH THE ENGINEERING AND DRAINAGE REPORT FOR SH30 COMMERCE CENTER PHASE II DATED SEPTEMBER 2013 BY DCS ENGINEERING, L.L.C.
24. ANY PROPOSED ACCESS TO SH 130 CORRIDOR REQUIRES APPROVAL OF THE TEXAS DEPARTMENT OF TRANSPORTATION.
25. FULL ACCESS TO E. PECAN ST. FROM IMPACT WAY IS TEMPORARY. AT THE TIME OF FUTURE ROADWAY EXPANSION TO E. PECAN ST., CONSISTING OF A RAISED CENTER MEDIAN, ACCESS TO E. PECAN ST. FROM THE EXISTING LOT 2 DRIVEWAY WILL CONSIST OF A RIGHT TURN IN/OUT ONLY.
26. A LICENSE AGREEMENT WILL BE REQUIRED FOR ANY LANDSCAPING, IRRIGATION OR OTHER BEAUTIFICATION IMPROVEMENTS INSTALLED WITHIN IMPACT WAY RIGHT-OF-WAY.
27. A FINAL CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED FOR LOTS 3C, 3D, 3E AND/OR 3F UNTIL THE NECESSARY ACCESS, UTILITY, LIFE SAFETY AND DRAINAGE FACILITY IMPROVEMENTS ASSOCIATED WITH SH30 COMMERCE CENTER PHASE II PLANS HAVE BEEN CONSTRUCTED AND FORMALLY ACCEPTED BY THE CITY OF PFLUGERVILLE. NOTWITHSTANDING THE FOREGOING, THIS WILL NOT PROHIBIT THE CITY OF PFLUGERVILLE FROM ISSUING OR EXTENDING A TEMPORARY CERTIFICATE OF OCCUPANCY FOR EACH INDIVIDUAL LOT WHICH PERMITS THE OCCUPANT OF SUCH LOT TO BE OPEN AND OPERATING FOR BUSINESS.



SHEET 2 OF 3



FINAL PLAT
REPLAT OF LOT 3C-
RENEWABLE ENERGY PARK

OWNER'S CERTIFICATION

WE, PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION (PCDC), A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH FLOYD AKERS, EXECUTIVE DIRECTOR OF PCDC, A TEXAS LIABILITY COMPANY, ITS GENERAL PARTNER, HERINAFTER REFERRED TO AS THE OWNERS OF THE 108.427 ACRE TRACT BEING OUT OF THE DEED RECORDED IN TRAVIS COUNTY CLERK'S FILE NUMBER 201300023, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY AND HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

IN TESTIMONY WHEREOF, PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY FLOYD AKERS, EXECUTIVE DIRECTOR OF PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, ITS GENERAL PARTNER, THEREUNTO AUTHORIZED, THIS 16th DAY OF December, 2013.

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
[Signature]
FLOYD AKERS, EXECUTIVE DIRECTOR OF
PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
GENERAL PARTNER OF PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FLOYD AKERS, EXECUTIVE DIRECTOR OF PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF December, 2013, A.D.

NOTARY PUBLIC IN HAND AND FOR TRAVIS COUNTY, TEXAS

[Signature]
NOTARY SIGNATURE AND DATE



STATE OF TEXAS:

KNOW ALL THESE MEN BY THESE PRESENTS

COUNTY OF TRAVIS:

THAT WE, FIRST STAR BANK, A NATIONAL BANKING ASSOCIATION, AS AGENT FOR THE LENDERS, IS THE OWNER AND HOLDER OF CERTAIN LIENS FILED AGAINST THE PROPERTY DESCRIBED HEREIN AND EVIDENCED BY INSTRUMENTS RECORDED OF RECORD UNDER TRAVIS COUNTY CLERK'S FILE NUMBERS 2010009407 AND 2012209889, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS AS SHOWN HEREIN TO SAID PLAT, AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

[Signature]
MIKE CULLEN, SENIOR VICE PRESIDENT
AND CHIEF LENDING OFFICER
FIRST STAR BANK

STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIKE CULLEN, SENIOR VICE PRESIDENT OF FIRST STAR BANK, A NATIONAL BANKING ASSOCIATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF December, 2013, A.D.

NOTARY PUBLIC IN HAND AND FOR TRAVIS COUNTY, TEXAS

[Signature] 12/13/13
NOTARY SIGNATURE AND DATE



SURVEYOR'S CERTIFICATION

THAT I, M. STEPHEN TRUESDALE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

[Signature] 13 Dec 2013
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
STATE OF TEXAS
FIRM REGISTRATION NO. 100591-00



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NUMBER 48453C029C H, SEPTEMBER 26, 2009, FOR TRAVIS COUNTY, TEXAS.

[Signature] 12/12/13
WARREN C. STROZEWSKI DATE
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 87908



CITY CERTIFICATION FOR AMENDED PLAT

APPROVED THIS 16th DAY OF December 2013 BY THE PLANNING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS ON BEHALF OF THE CITY OF PFLUGERVILLE.

[Signature]
PLANNING DIRECTOR
[Signature]
Commissioner

ATTEST:

[Signature]
SECRETARY



TRAVIS COUNTY CLERK RECORDATION CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF December, A.D. 2013, AT 2:11 O'CLOCK P.M., PLAT RECORDS OF SAID COUNTY AND STATE AS DOCUMENT NUMBER 201300274, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE THE COUNTY CLERK, THIS 17th DAY OF December, 2013 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY
B. CLINTON



PCS
ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
Phone (512) 614-6171 Fax (512) 284-8021
T.B.P.E. FIRM NO. F-13162

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN

**P
S
W
M
P**

FXG

Parking Expansion Project

Pflugerville, Texas

**Permanent Stormwater
Maintenance Plan**

June 2021



PERMANENT STORMWATER MAINTENANCE PLAN

FXG

Parking Expansion Project

PFLUGERVILLE, TEXAS

JUNE 2021

PROJECT: FedEx Ground Pflugerville – Parking Expansion

OWNER: **Piret (Impact Way) Holdings, LLC**
121 King Street West #2100
P.O. Box 112
Toronto, Ontario M5H3T9

ENGINEER: Clark & Fuller, PLLC

INTRODUCTION

The subject property is located on Lot 3C (approximately 33.42 acres) of the Renewable Energy Park in Pflugerville, Texas and is located at the intersection of Helios Way and Impact Way. The subject property currently consists of a FedEx warehouse with parking lots, drive aisles, and storm sewer and drains into an existing regional detention pond for the Renewable Energy Park. The northwestern and southeastern corners of the property consist of undeveloped grassland and will be developed with additional parking and storm sewer in this parking expansion project.

Natural vegetation will be maintained, silt fence will be installed at disturbed areas to filter any runoff leaving the site. The natural drainage patterns of this area will not be disturbed while the development is under construction. A cut or an area of fill of earthen and non-hardened slopes shall be no greater than a 3:1 ratio. The owner will be responsible for maintaining their private property and use industry accepted management practices for lawn and garden. Fertilizers and herbicides will be applied only when necessary and in accordance with manufacture's specifications.

The proposed construction project has the potential to result in siltation, nonpoint source pollution, increases in total suspended solids, and debris pollution caused by land disturbance activities. To mitigate these issues the following controls are warranted: implementation of temporary BMPs in the Erosion Control Plan, litter control, landscaping management to minimize fertilizer runoff and siltation, regular mowing of grassed areas, and reestablishment of grass cover and stabilization of the site. These activities will require regular inspections to ensure compliance, to evaluate efficacy of erosion, sedimentation, and pollution control measures, and to determine the necessity of

additional stormwater management measures. All of the proposed stormwater management methods are standard industry practices to reduce siltation, erosion, and pollution, and are in compliance with City of Pflugerville requirements and good engineering practice.

STORMWATER MANAGEMENT PLAN

A. Potential Pollutant Activities

All activities associated with this project are typical to parking lot and storm sewer construction. Potential pollutants include the following:

<u>Construction Activity and/or Material</u>	<u>Pollutant</u>
<ul style="list-style-type: none"> • Vehicles used for construction activities 	<ul style="list-style-type: none"> • (a) Grease, oil, petroleum, and coolants, fuel
<ul style="list-style-type: none"> • Landscaping 	<ul style="list-style-type: none"> • (a) Herbicides, fertilizers, mulch, pesticides
<ul style="list-style-type: none"> • Paving operations 	<ul style="list-style-type: none"> • (b) Asphaltic emulsion
<ul style="list-style-type: none"> • Clearing/grubbing, excavations, grading 	<ul style="list-style-type: none"> • (b) Sediments
<ul style="list-style-type: none"> • Painting, concrete bollards, curbs 	<ul style="list-style-type: none"> • (c) Construction activity washout
<ul style="list-style-type: none"> • On site trash 	<ul style="list-style-type: none"> • (d) General litter

(a) A spill kit shall be on site for vehicle pollutant spills or any hazardous material spill. All paints, solvents, thinner, herbicides, fertilizers, etc. brought on site will be stored in a weather-proof containment area. (b) Sediments during land disturbing activities shall be controlled at minimum by measures described in the Temporary Erosion and Sediment Control Plan. Existing vegetation will be maintained at the perimeter of the site.

B. Maintenance and Repair Plan

The following maintenance and inspection requirements will be performed for the identified BMPs used on the property. Table A-1 schedules all maintenance activities on the site and will be used to ensure regular and timely maintenance for structural measures.

Structural Controls

This project includes a new detention pond. The drainage features will be visually inspected by the owners' representative at least twice per year to assess any additional maintenance or repairs that may be required. Additional planning considerations and guidance are listed below:

- Any observed trash and debris will be removed to prevent clogging of drainage structures. This will be incorporated into the regular litter pickup.
- Sediment will be removed from the basin when accumulations exceed 2 inches.

Non-Structural Controls

- Property owners will be responsible for maintaining any trash receptacles or other materials that are needed for proper management of waste materials.

The trash receptacles will be emptied by a licensed waste management provider.

- Fertilizers and herbicides will be applied only when necessary and in accordance with manufactures specifications. The vegetative strips and detention pond shall be mowed once every 3 months or as needed.

C. General Maintenance

- Erosion Control
 - Slopes and embankments may periodically suffer from slumping and erosion. These will be repaired as soon as a problem is identified.
- Irrigation areas
 - The natural state will be maintained to the greatest extent possible so that the spray of the sprinkler head is not impeded. Tree and shrub trimmings and larger debris shall be removed immediately.
- Structural Repairs
 - Damage to structural elements (i.e. pipes, concrete drainage structures etc.) shall be repaired immediately.
- Landscaping Practices / Fertilizer and Pesticide Practices
 - Fertilizers and herbicides will be applied only when necessary and in accordance with manufactures specifications. The vegetative areas and the on-site detention pond shall be mowed once every 6 months or as needed.
- Litter Control
 - Litter must be kept under control to prevent clogging and pollution of the detention pond outlet structure.

D. City Compliance Inspections

The permittee or his/her agent shall make regular inspections of the site in accordance with the inspection schedule. The purpose of such inspections shall be to determine the overall effectiveness of the plan and the need for additional erosion and sediment control measures or amended/additional best management practices. All inspections shall be documented in written form and retained on site. The property owner shall submit a report to the City Development Services Center on or before December 31st of each calendar year outlining what inspection and maintenance procedures occurred during that year. The city or its designated agent may enter the property of the applicant as deemed necessary to make regular inspections to ensure the permittee's compliance. The inspector will note the date that any maintenance or repairs that have been performed since the last inspection. Blank inspection checklists can be found below (make additional copies as

needed). The owners will also be responsible for following up on complaints, which are pertinent to the SWMSP.

Table A-1: Maintenance and Inspection Schedule

Maintenance Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Litter Control	X	X	X	X	X	X	X	X	X	X	X	X
Landscaping Management	X			X			X			X		
Mowing	X			X			X			X		
Inspections	X				X				X			

“X” identifies the months in which the activity will be performed (at a minimum)



LEGEND

- NEW PROJECTIONS (FOR CHECK REPORT) (REFER TO SHEET C5.1, DETAIL 4)
- NEW CONCRETE SIDEWALK (REFER TO SHEET C5.1, DETAIL 1)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 2)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 3)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 4)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 5)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 6)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 7)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 8)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 9)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 10)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 11)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 12)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 13)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 14)
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- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 63)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 64)
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- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 69)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 70)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 71)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 72)
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- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 92)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 93)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 94)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 95)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 96)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 97)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 98)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 99)
- NEW CONCRETE DRIVEWAY (REFER TO SHEET C5.1, DETAIL 100)

- KEYED NOTES**
1. CHANGING EXISTING POWER POLE/ROUTE ROLE
 2. EXISTING FENCE
 3. EXISTING WATER MAIN/WATER
 4. EXISTING SANITARY SEWER
 5. EXISTING SLOPE STAIR
 6. NEW DOMESTIC WINDY/TIRE SERVICE
 7. NEW STORM SEWER (REFER TO UTILITY PLAN FOR CONSTRUCTION)
 8. NEW 8" WOODGUT RUN TRUCKING
 9. NEW LIGHT POLE (REFER TO ELECTRICAL PLANS)

CLARK & FULLER
 CIVIL ENGINEERING, DESIGN, PLANNING

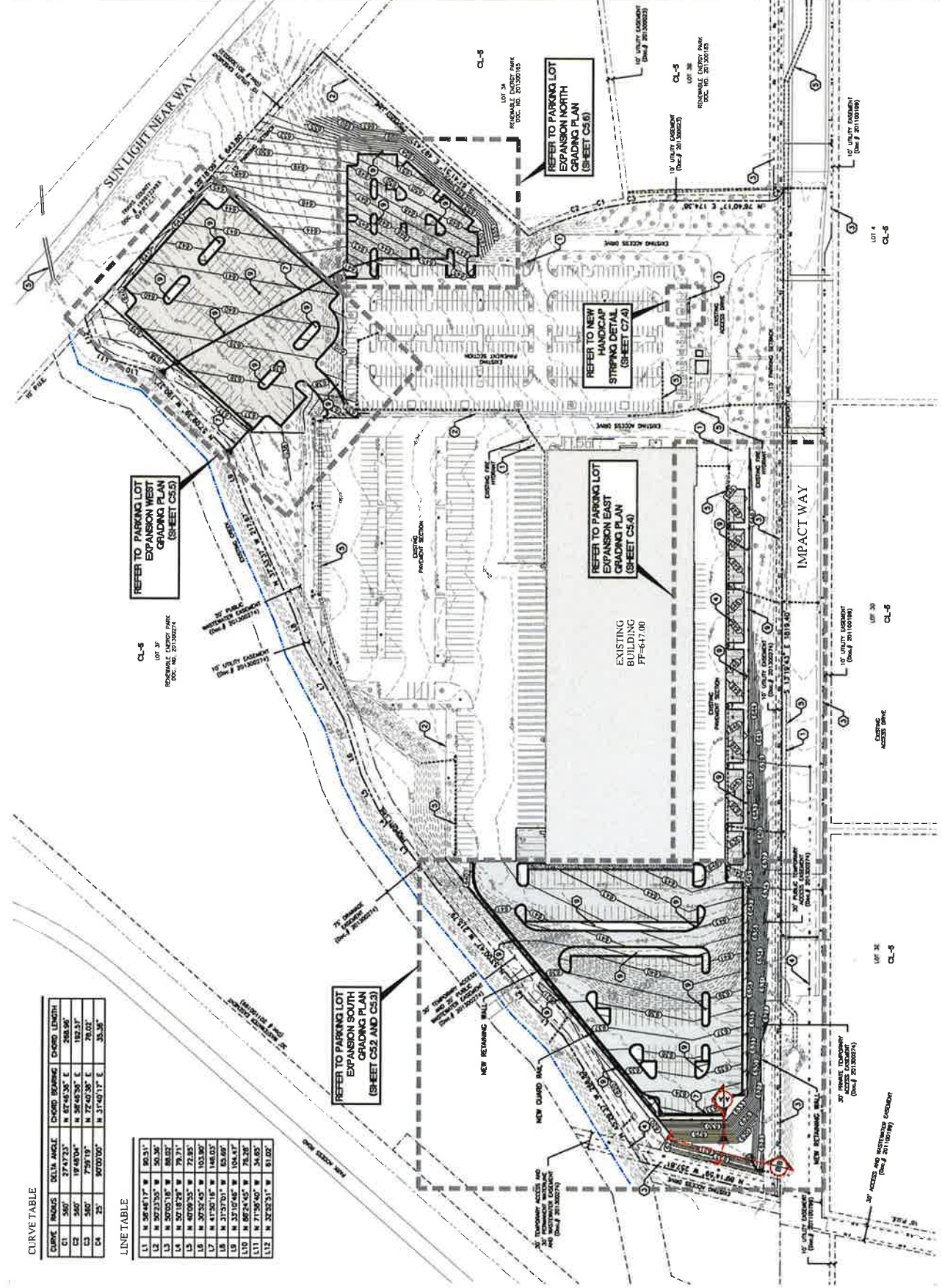
FXG
 PARKING EXPANSION
 PROJECT
 PRUDERSVILLE, TEXAS

OVERALL GRADING PLAN

DRAWING STATUS

DATE: 08/18/2021
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 DATE: 08-18-2021

C5.1



CURVE TABLE

CURVE	BEARING	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	S60°17'23" W	27°47'23"	N 67°46'35" E	266.90'
C2	S60°17'23" W	19°48'04"	N 58°48'36" E	182.33'
C3	S60°17'23" W	79°19'19"	N 72°40'36" E	76.02'
C4	S60°17'23" W	80°00'00"	N 31°40'17" E	33.38'

LINE TABLE

LINE	BEARING	LENGTH
L1	S84°46'17" W	80.31'
L2	S92°33'55" W	50.26'
L3	S90°05'18" W	88.82'
L4	S57°18'29" W	79.71'
L5	S67°09'55" W	72.85'
L6	S92°52'45" W	103.80'
L7	N 41°20'16" W	148.05'
L8	N 21°27'03" W	82.69'
L9	N 23°10'46" W	104.17'
L10	N 82°54'40" W	51.82'
L11	N 82°54'40" W	51.82'
L12	N 32°23'31" W	61.02'



0 20 40
FEET

LEGEND

- NEW PROPOSED (SEE DETAIL REPORT FOR DETAIL REPORT)
- NEW CONCRETE PAVEMENT (REFER TO SHEET C5.2, DETAIL 4)
- NEW CONCRETE SIDEWALK (REFER TO SHEET C5.2, DETAIL 4)
- FINISH AND INSTALL (REFER TO SHEET C5.2, DETAIL 1, 2, 3)
- FINISH AND INSTALL (REFER TO SHEET C5.2, DETAIL 1, 3)
- SPOT GRADE (FINAL GRADE AFTER LANDSCAPING)
- SPOT GRADE LOCATION
- FINISHED FLOOR
- TOP OF CURB
- FINISHED GRADE
- TOP OF WALL
- FLOOR LINE
- DIRECTIONAL FLOW ARROWS
- PROPOSED CONTOUR
- EXISTING CONTOUR (SEE NOTES)
- REFER TO SHEET C5.2 FOR PAVED CROSS SECTIONS

KEYED NOTES

1. CUSTOMER EXISTING POWER POLE/LIGHT POLE
2. EXISTING FENCE
3. EXISTING WATER MAIN/VALVE
4. EXISTING SANITARY SEWER
5. EXISTING STORM SEWER
6. EXISTING STORM SEWER
7. NEW STORM SEWER (REFER TO UTILITY PLAN FOR CONSTRUCTION)
8. NEW UTILITY (REFER TO UTILITY PLAN FOR CONSTRUCTION)
9. NEW LIGHT POLE (REFER TO ELECTRICAL PLANS)

NOTES

1. ALL NOTES REFER TO SHEET C5.2 UNLESS OTHERWISE NOTED.



CLARK & FULLER
CIVIL ENGINEERING - DESIGN - PLANNING

FXG
PARKING EXPANSION PROJECT
FRUITSVILLE, TEXAS

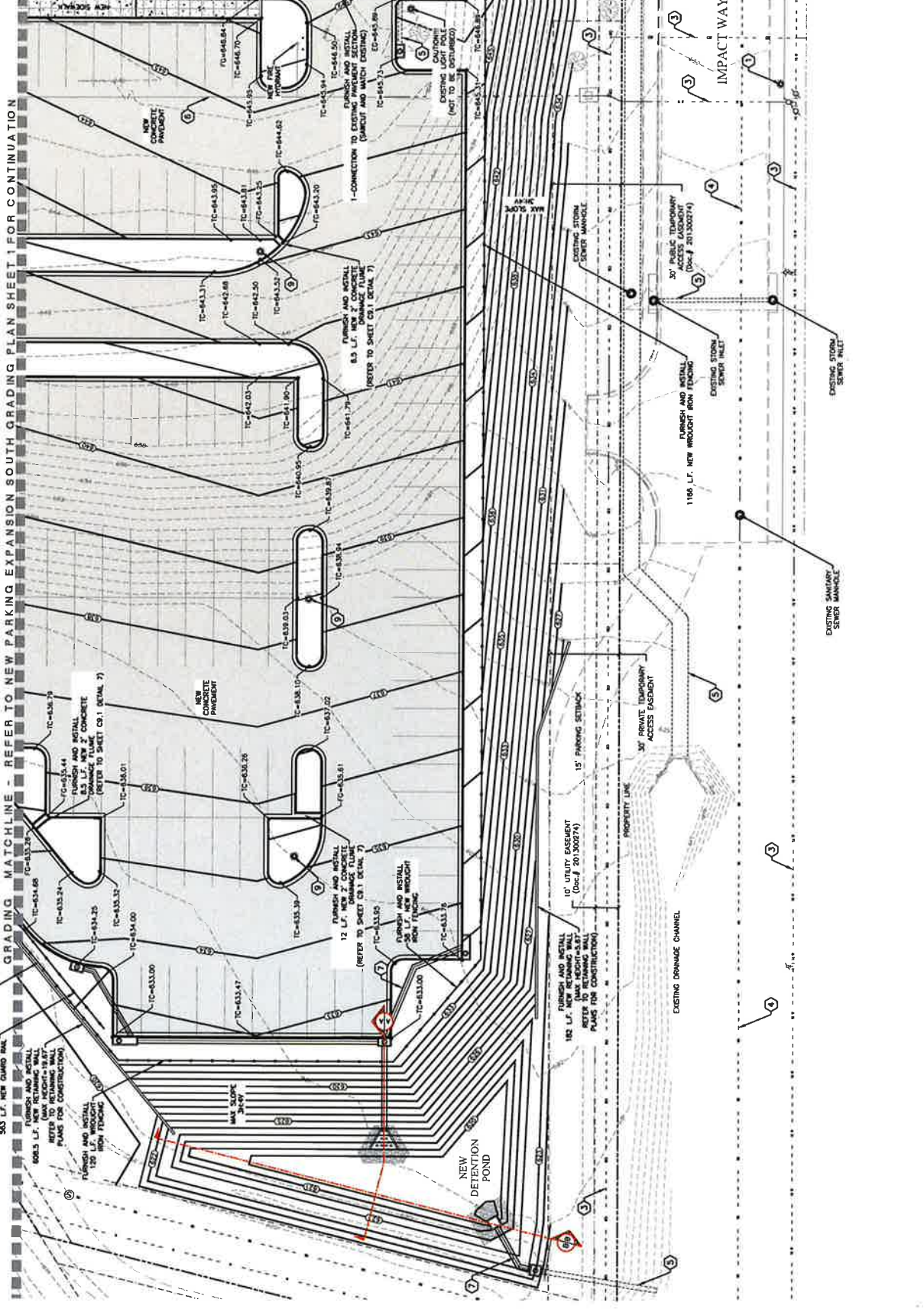
NEW PARKING EXPANSION
SOUTH GRADING PLAN
SHEET 2?

DRAWING STATUS



DATE	05/19/2021
BY	CS
CHECKED	CS
DATE	05/19/2021
BY	CS
CHECKED	CS
DATE	05/19/2021
BY	CS
CHECKED	CS

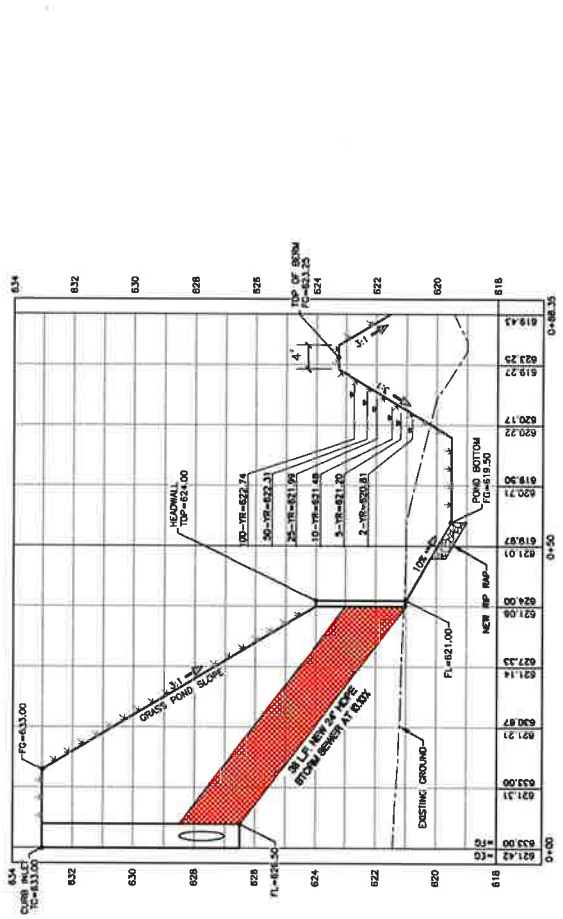
C5.3

GRADING MATCHLINE - REFER TO NEW PARKING EXPANSION EAST GRADING PLAN FOR CONTINUATION

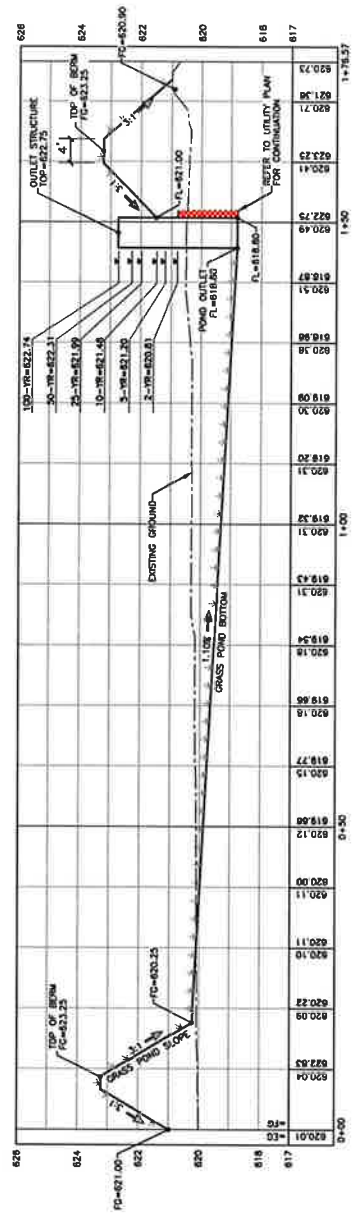
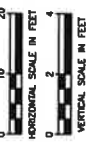


GRADING MATCHLINE - REFER TO NEW PARKING EXPANSION SOUTH GRADING PLAN SHEET 1 FOR CONTINUATION

 CLARK & FULLER <small>CIVIL ENGINEERING • DESIGN • PLANNING</small>			FXG PARKING EXPANSION PROJECT PLUGSPRINGS, TEXAS		DETENTION POND CROSS SECTIONS		DRAWING STATUS PREPARED BY: [] CHECKED BY: [] DATE: 2021.09.01 PROJECT NO: 21-10-2021
<small>THIS DRAWING IS THE PROPERTY OF CLARK & FULLER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CLARK & FULLER.</small>							
							C5.7



A DETENTION POND SECTION A-A



B DETENTION POND SECTION B-B



STORM WATER MANAGEMENT PLAN ENGINEER'S CERTIFICATION

I, Justin Fuller, P.E., a registered Professional Engineer duly licensed to practice in the State of Texas do hereby certify that the information presented in this document was prepared under my direction and supervision and complies with City of Pflugerville requirements. Any parts of the design/sizing of the permanent storm water quality feature(s) that do not meet current minimum design criteria contained within the Regulations and Manual are noted below.

None are noted.

Signature: _____

Date: 6/15/21

Justin Fuller, P.E.
215 North Main Street
Temple, Texas 76501
254-899-0899



Engineer's Seal and Signature

Project Name: FXG Parking Expansion Project

Project Description: Parking Lot and Storm Sewer Expansion

Project Location: 15904 Impact Way, Pflugerville, TX 78660

INSPECTION FORM

Inspection Date _____
Time _____

By: _____
Location: _____

ITEM	DESCRIPTION	Yes /No/ NA	Correction Action/By	Corrected Date	Notes
1	SEDIMENT REMOVAL				
1.1	Design depth (feet): _____				
1.2	Sediment thickness: _____ (Measure sediment thickness directly, or measure current depth and subtract from design depth to arrive at sediment thickness. Remove sediment if thickness exceeds 1/3 of design depth.)				
2	EMBANKMENT				
2.1	Evidence of subsidence				
2.2	Presence of erosion				
2.3	Presence of crack				
2.4	Presence of tree growth				
2.5	Presence burrowing animals				
2.6	Other. Describe below				
2.7	Explanation:				
3	OUTFALL				
3.1	Emergency spillway	N/A			
3.2	Outlet				
3.3	Discharge control such as valve, riser/barrel, weir, check dam, and other.	N/A			
3.4	Other. Describe below.				
3.5	Explanation:				
4	DRAW DOWN TIME				
	Design volume drains less than 24 hours or remains 72 hours or more after a storm. If answer is yes, outfall or outlet control should be checked, cleaned or adjusted as needed.	N/A			
5	CONTRIBUTORY DRAINAGE				
5.1	Inlet condition is satisfactory.				
5.2	Upstream channel conditions are satisfactory.	N/A			
5.3	Upstream erosion controls are satisfactory.				
5.4	Upstream sediment controls are satisfactory.				
5.5	Other. Describe below.				
5.6	Explanation:				

Inspection Date _____
 Time _____

By: _____
 Location: _____

ITEM	DESCRIPTION	Yes /No/ NA	Correction Action/By	Corrected Date	Notes
6	DEBRIS / LITTER REMOVAL				
6.1	Date of last litter removal: _____				
6.2	Removal of litter is required. (Required if last litter removal was more than 6 months ago.)				
7	MOWING				
7.1	Date of last mowing performed: _____				
7.2	Mowing required. (Required if last mowing was more than 6 months ago or if trees or woody shrubs are present on embankment.)				
8	NUISANCE CONTROL				
8.1	Presence of insects				
8.2	Presence of weeds				
8.3	Presence of odors				
8.4	Other. Describe below				
8.5	Explanation:				
9	STRUCTURAL REPAIRS/REPLACEMENT				
	Describe any item needing structural repair and replacement below.				
10	OTHER ITEM.				
	Describe item and condition. Explain any problem below.				
	REQUIRED MAINTENANCE AND /OR REPAIRS:				

After recording, return to:

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

Attn: Emily Barron