

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING STORMWATER FACILITIES MAINTENANCE COVENANTS, LICENSES AND AGREEMENTS FOR WILKE MULTI-FAMILY PONDS MAINTENANCE BETWEEN CH REALITY IX-OP II MF AUSTIN WILKE, L.P., A DELAWARE LIMITED PARTNERSHIP (“OWNER”) AND THE CITY OF PFLUGERVILLE (“CITY”)

**WHEREAS**, the OWNER of the property possesses full authority to execute deeds, mortgages, and other covenants affecting the property and desires to enter into a Stormwater Facilities Maintenance Covenant, License and Agreement for each of two aboveground detention ponds located within the Wilke Multi-Family development (“Agreements”), attached as **Exhibit “A” (for the north pond) and Exhibit “B” (for the south pond)**, 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; and

**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 these Agreement; and

**WHEREAS**, the Agreement shall comply with all city standards and regulations and it shall be the OWNER’S responsibility to maintain the facilities in accordance with the 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:**

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the Agreement and record said Agreement in the real property records of Travis County, Texas.

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_ 2021.

---

Victor Gonzales, Mayor

ATTEST:

---

Trista Evans, City Secretary

**Exhibit A**  
**Wilke Multi-Family**  
**Pond Maintenance Agreement**  
**for**  
**North Pond**

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 **CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**, a Delaware limited partnership (“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 solely 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 in accordance with this Agreement 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 such longer period of time that is consistent with the Maintenance and Repair Plan, or upon notification from the CITY that OWNER has failed to comply with the Maintenance and Repair Plan together with a description of such failure. If maintenance and repair cannot be performed 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; however, the CITY may only perform such required maintenance and repair as is necessary to remedy the condition affecting public health, safety, or welfare, and only to the extent such maintenance and repair is within the scope of the Maintenance and Repair Plan. The OWNER shall reimburse the CITY for such 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, which lien shall attach to the PROPERTY when duly recorded.

(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 BMPs AND PORTIONS OF THE PROPERTY THAT ARE NECESSARY TO ACCESS THE BMPs, BUT NOT OTHERWISE, FOR ACCESS, INSPECTION AND MAINTENANCE OF THE POST CONSTRUCTION STORM WATER BMPs, AS APPLICABLE AND 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 13<sup>th</sup> day of September, 2021.

OWNER:

**CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**,  
a Delaware limited partnership

By: EOP II SUB GP TWO, LLC,  
a Texas limited liability company,  
its General Partner

By:   
Name: Chad Marsh  
Title: Executive Vice President

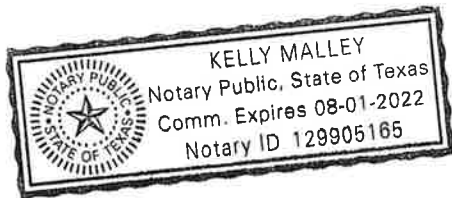
**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

BEFORE ME, a Notary Public, on this day personally appeared Chad Marsh, the Executive Vice President of EOP II Sub GP Two, LLC, a Texas limited liability company, the general partner of **CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**, a Delaware limited partnership, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13<sup>th</sup> day of September, 2021.

  
Notary Public Signature





**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:

\_\_\_\_\_  
Trista Evans, City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

After recording, return to:

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

Attn: Emily Barron

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Being all of that certain tract or parcel of land containing 18.062 acres, more or less, situated in the Thomas G. Stuart Survey No. 6, Abstract No. 689, Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

Exhibit "A"

**EARLY LAND SURVEYING, LLC**

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

**18.062 ACRES  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 18.062 ACRES (APPROXIMATELY 786,789 SQ. FT.) IN THE THOMAS G. STUART SURVEY NO. 6, ABSTRACT NO. 689, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 16.32 ACRE TRACT, ALL OF A 0.86 ACRE TRACT AND ALL OF A 1.00 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019187004 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 18.062 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with "Tri-Tech Surveying" cap found in the southwest right-of-way line of Wilke Lane (right-of-way width varies), being the northernmost corner of the said 16.32 acre tract, being also the easternmost corner of the said 1.00 acre tract;

**THENCE** with the southwest right-of-way line of Wilke Lane and the northeast line of the said 16.32 acre tract and the said 0.86 acre tract, the following three (3) courses and distances:

1. South 62°21'24" East, a distance of 254.31 feet to a 3/8" rebar found for the northernmost corner of the said 0.86 acre tract, from which a 1/2" rebar found for an angle in the common line of the said 16.32 acre tract and the said 0.86 acre tract, bears South 27°39'17" West, a distance of 523.09 feet;
2. South 62°21'24" East, a distance of 30.09 feet to a 3/8" rebar found for the easternmost corner of the said 0.86 acre tract, from which a 1/2" rebar found for an angle in the common line of the said 16.32 acre tract and the said 0.86 acre tract, bears South 27°40'22" West, a distance of 523.19 feet;
3. South 62°21'24" East, a distance of 356.65 feet to a 1/2" rebar with "Tri-Tech Surveying" cap found for the easternmost corner of the said 16.32 acre tract, being the northernmost corner of a 34.098 acre tract described in Document No. 2017134084 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found in the southwest right-of-way line of Wilke Lane, being the easternmost corner of the said 34.098 acre tract, bears South 62°06'42" East, a distance of 599.70 feet;

**THENCE** South 26°51'00" West with the northwest line of the said 34.098 acre tract, which varies from the southeast line of the said 16.32 acre tract, passing 1/2" rebars with "PBS&J" caps found at distances of 17.42 feet and 87.43 feet and continuing for a total distance of 949.69 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost corner of Lot 17, Block V, Highland Park North Phase C Section 1, a subdivision of record in Document No. 200500212 of the Official Public Records of Travis County, Texas;

**THENCE** with the northeast line of Lots 6-17, Block V, of said Highland Park North Phase C Section 1, which varies from the southwest line of the said 16.32 acre tract, the following three (3) courses and distances:

1. North 62°24'31" West, a distance of 142.13 feet to a 1/2" rebar with "Chaparral" cap found for the northernmost corner of said Lot 16 and the easternmost corner of said Lot 15;
2. North 62°24'31" West, a distance of 559.82 feet to a 1/2" rebar with "Chaparral" cap found for the northernmost corner of said Lot 8 and the easternmost corner of said Lot 7;
3. North 62°24'31" West, a distance of 131.99 feet to a calculated point on the adjoiner side of a wood privacy fence for the southernmost corner of Lot 4, Block V, Highland Park North Phase B Section 3, a subdivision of record in Document No. 200500213 of the Official Public Records of Travis County, Texas;

**THENCE** with the southeast line of Lots 1-4, Block V, of said Highland Park North Phase B Section 3, which varies from the northwest line of the said 16.32 acre tract, the following two (2) courses and distances:

1. North 27°31'53" East, a distance of 88.53 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost corner of said Lot 4 and the southernmost corner of said Lot 3;
2. North 27°31'53" East, a distance of 241.03 feet to a 1/2" rebar with "Chaparral" cap found for the southernmost termination of Abbeyglen Castle Drive (50' right-of-way width) as shown on said Highland Park North Phase B Section 3, being the easternmost corner of said Lot 1;

**THENCE** North 27°31'53" East with the southeast termination of Abbeyglen Castle Drive, which varies from the northwest line of the said 16.32 acre tract, a distance of 50.04 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost termination of Abbeyglen Castle Drive, being the southernmost corner of Lot 16, Block P, of said Highland Park North Phase B Section 3;

**THENCE** North 27°31'53" East with the southeast line of said Lot 16, Block P, which varies from the northwest line of the said 16.32 acre tract, a distance of 130.33 feet to a 1/2" rebar found for the easternmost corner of said Lot 16, Block P, being the southernmost corner of Lot 18B, Block P, Resubdivision of Lot 18, Block P, Highland Park North, a subdivision of record in Document No. 201500007 of the Official Public Records of Travis County, Texas;

**THENCE** North 27°31'53" East with the southeast line of said Lot 18B, which varies from the northwest line of the said 16.32 acre tract, a distance of 201.18 feet to a 3/8" rebar found for a northern corner of the said 16.32 acre tract, being the westernmost corner of the said 1.00 acre tract;

**THENCE** North 27°40'39" East with the northwest line of the said 1.00 acre tract and the southeast line of said Lot 18B, a distance of 224.94 feet to a 1/2" rebar with "Chaparral" cap found for an angle point in the southwest right-of-way line of Wilke Lane, being the easternmost corner of said Lot 18B, from which a TXDOT type II disk found for an angle point in the southwest right-of-way line of Wilke Lane and the northeast line of Lot 18A, Block P, of said Resubdivision of Lot 18, Block P, Highland Park North, bears North 62°21'21" West, a distance of 456.74 feet;

**THENCE** with the common line of Wilke Lane and the said 1.00 acre tract, the following two (2) courses and distances:

1. North 27°40'39" East, a distance of 14.31 feet to a 1/2" rebar with "Tri-Tech Surveying" cap found;
2. South 62°21'24" East, a distance of 181.00 feet to the **POINT OF BEGINNING**, containing an area of 18.062 acres, more or less.

Surveyed on the ground on June 30, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1008-009-BASE



Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016

7/13/2020  
Date

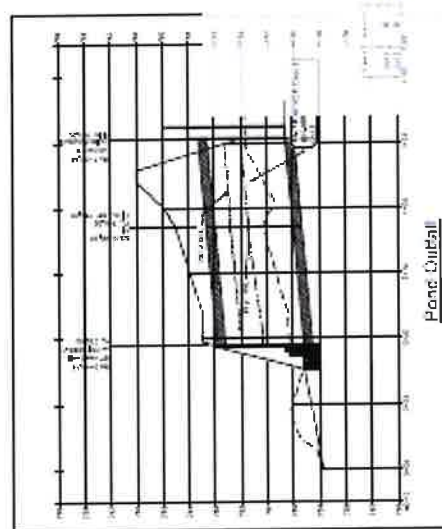
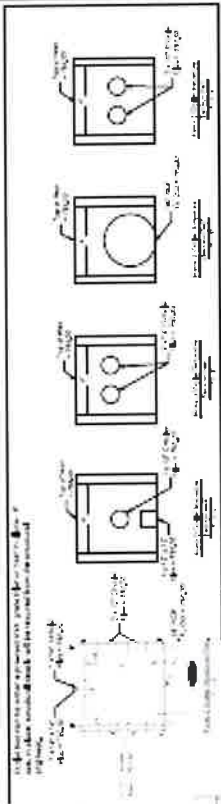
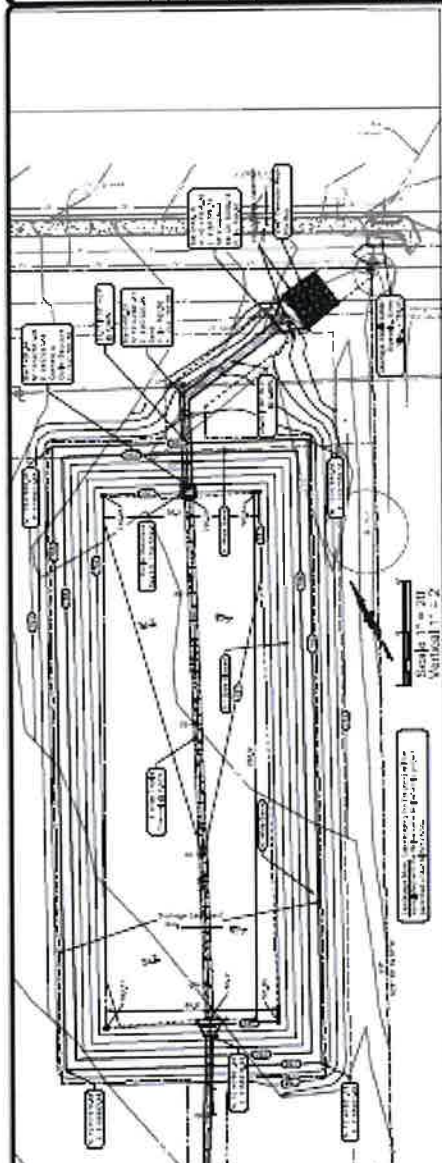


**EXHIBIT B**  
**PERMANENT STORMWATER MAINTENANCE PLAN**

Exhibit "B"  
Inspection, Maintenance, Repair and Retrofit Plan  
for Detention Pond

Routine Maintenance:

Access:	Access is provided over the earthen berm.
Inspections	Detention pond must be inspected at least twice a year (once during or immediately following wet weather) to evaluate facility operation. During each inspection, erosion areas inside and downstream of the pond must be identified and repaired or revegetated immediately. With each inspection, any damage to the structural elements of the system (pipes, concrete drainage structures, retaining walls, etc.) must be identified and repaired immediately. Cracks, voids and undermining should be patched/filled to prevent additional structural damage. Trees and root systems should be removed to prevent growth in cracks and joints that can cause structural damage.
• Sediment Removal	Remove sediment from the inlet structure and pond when sediment buildup reaches a depth of 6 inches or when the proper functioning of inlet and outlet structures is impaired. Sediment should be cleared from the inlet structure at least every year and from the pond basin at least every 5 years.
• Debris and Litter	Debris and litter will accumulate near the pond basin outlet device and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the control device or riser.
Nuisance Control	Standing water or soggy conditions within the basin can create nuisance conditions. Odors, mosquitoes, weeds, brush and litter are perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed. These items should be rectified immediately.
• Mowing	Grass areas in and around sand filters must be mowed at least twice annually to limit vegetation height to 18 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. Vegetation on the pond embankments should be mowed as appropriate to prevent the establishment of woody vegetation.
Record Keeping:	Detailed records must be kept by the owner of the property. These records shall include information such as the name of the inspector used, the date and time of the inspection, and any maintenance performed. The owner must retain any such inspection records for a period of three years after the inspection date.



1. All work shall be in accordance with the specifications and drawings.  
 2. The contractor shall be responsible for obtaining all necessary permits.  
 3. The contractor shall maintain access to all existing utilities.  
 4. The contractor shall be responsible for the safety of all workers.  
 5. The contractor shall be responsible for the quality of all work.

**Lowes 811**  
 1-800-4-A-LOWES  
 1-800-455-6841

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/15/21
2	ISSUED FOR BIDDING	11/15/21
3	ISSUED FOR CONSTRUCTION	11/15/21
4	ISSUED FOR AS-BUILT	11/15/21

**Exhibit B**  
**Wilke Multi-Family**  
**Pond Maintenance Agreement**  
**for**  
**South Pond**



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 **CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**, a Delaware limited partnership (“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 solely 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 in accordance with this Agreement 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 such longer period of time that is consistent with the Maintenance and Repair Plan, or upon notification from the CITY that OWNER has failed to comply with the Maintenance and Repair Plan together with a description of such failure. If maintenance and repair cannot be performed 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; however, the CITY may only perform such required maintenance and repair as is necessary to remedy the condition affecting public health, safety, or welfare, and only to the extent such maintenance and repair is within the scope of the Maintenance and Repair Plan. The OWNER shall reimburse the CITY for such 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, which lien shall attach to the PROPERTY when duly recorded.

(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. LICENSE. OWNER hereby GRANTS, SELLS AND CONVEYS TO CITY A NON-EXCLUSIVE IRREVOCABLE LICENSE OVER, UPON, ACROSS AND THROUGHOUT THE BMPs AND PORTIONS OF THE PROPERTY THAT ARE NECESSARY TO ACCESS THE BMPs, BUT NOT OTHERWISE, FOR ACCESS, INSPECTION AND MAINTENANCE OF THE POST CONSTRUCTION STORM WATER BMPs, AS APPLICABLE AND NECESSARY, UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED, AMENDED OR TERMINATED AS PROVIDED HEREIN.

4. 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.

5. 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 13<sup>th</sup> day of September, 2021.

OWNER:

**CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**,  
a Delaware limited partnership

By: EOP II SUB GP TWO, LLC,  
a Texas limited liability company,  
its General Partner

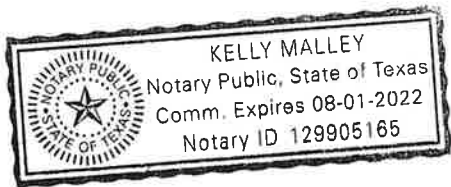
By:   
Name: Chad Marsh  
Title: Executive Vice President

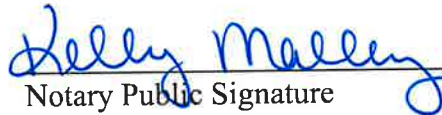
**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

BEFORE ME, a Notary Public, on this day personally appeared Chad Marsh, the Executive Vice President of EOP II Sub GP Two, LLC, a Texas limited liability company, the general partner of **CH REALTY IX-OP II MF AUSTIN WILKE, L.P.**, a Delaware limited partnership, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13<sup>th</sup> day of September, 2021.



  
Notary Public Signature

**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:

\_\_\_\_\_  
Trista Evans, City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

After recording, return to:

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

Attn: Emily Barron

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Being all of that certain tract or parcel of land containing 18.062 acres, more or less, situated in the Thomas G. Stuart Survey No. 6, Abstract No. 689, Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

Exhibit "A"

**EARLY LAND SURVEYING, LLC**

P.O. Box 92588, Austin, TX 78709

512-202-8631

earllysurveying.com

TBPELS Firm No. 10194487

**18.062 ACRES**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 18.062 ACRES (APPROXIMATELY 786,789 SQ. FT.) IN THE THOMAS G. STUART SURVEY NO. 6, ABSTRACT NO. 689, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 16.32 ACRE TRACT, ALL OF A 0.86 ACRE TRACT AND ALL OF A 1.00 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019187004 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 18.062 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with "Tri-Tech Surveying" cap found in the southwest right-of-way line of Wilke Lane (right-of-way width varies), being the northernmost corner of the said 16.32 acre tract, being also the easternmost corner of the said 1.00 acre tract;

**THENCE** with the southwest right-of-way line of Wilke Lane and the northeast line of the said 16.32 acre tract and the said 0.86 acre tract, the following three (3) courses and distances:

1. South 62°21'24" East, a distance of 254.31 feet to a 3/8" rebar found for the northernmost corner of the said 0.86 acre tract, from which a 1/2" rebar found for an angle in the common line of the said 16.32 acre tract and the said 0.86 acre tract, bears South 27°39'17" West, a distance of 523.09 feet;
2. South 62°21'24" East, a distance of 30.09 feet to a 3/8" rebar found for the easternmost corner of the said 0.86 acre tract, from which a 1/2" rebar found for an angle in the common line of the said 16.32 acre tract and the said 0.86 acre tract, bears South 27°40'22" West, a distance of 523.19 feet;
3. South 62°21'24" East, a distance of 356.65 feet to a 1/2" rebar with "Tri-Tech Surveying" cap found for the easternmost corner of the said 16.32 acre tract, being the northernmost corner of a 34.098 acre tract described in Document No. 2017134084 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found in the southwest right-of-way line of Wilke Lane, being the easternmost corner of the said 34.098 acre tract, bears South 62°06'42" East, a distance of 599.70 feet;

**THENCE** South 26°51'00" West with the northwest line of the said 34.098 acre tract, which varies from the southeast line of the said 16.32 acre tract, passing 1/2" rebars with "PBS&J" caps found at distances of 17.42 feet and 67.43 feet and continuing for a total distance of 949.69 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost corner of Lot 17, Block V, Highland Park North Phase C Section 1, a subdivision of record in Document No. 200500212 of the Official Public Records of Travis County, Texas;

**THENCE** with the northeast line of Lots 6-17, Block V, of said Highland Park North Phase C Section 1, which varies from the southwest line of the said 16.32 acre tract, the following three (3) courses and distances:

1. North 62°24'31" West, a distance of 142.13 feet to a 1/2" rebar with "Chaparral" cap found for the northernmost corner of said Lot 16 and the easternmost corner of said Lot 15;
2. North 62°24'31" West, a distance of 559.82 feet to a 1/2" rebar with "Chaparral" cap found for the northernmost corner of said Lot 8 and the easternmost corner of said Lot 7;
3. North 62°24'31" West, a distance of 131.99 feet to a calculated point on the adjoining side of a wood privacy fence for the southernmost corner of Lot 4, Block V, Highland Park North Phase B Section 3, a subdivision of record in Document No. 200500213 of the Official Public Records of Travis County, Texas;

**THENCE** with the southeast line of Lots 1-4, Block V, of said Highland Park North Phase B Section 3, which varies from the northwest line of the said 16.32 acre tract, the following two (2) courses and distances:

1. North 27°31'53" East, a distance of 88.53 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost corner of said Lot 4 and the southernmost corner of said Lot 3;
2. North 27°31'53" East, a distance of 241.03 feet to a 1/2" rebar with "Chaparral" cap found for the southernmost termination of Abbeyglen Castle Drive (50' right-of-way width) as shown on said Highland Park North Phase B Section 3, being the easternmost corner of said Lot 1;

**THENCE** North 27°31'53" East with the southeast termination of Abbeyglen Castle Drive, which varies from the northwest line of the said 16.32 acre tract, a distance of 50.04 feet to a 1/2" rebar with "Chaparral" cap found for the easternmost termination of Abbeyglen Castle Drive, being the southernmost corner of Lot 16, Block P, of said Highland Park North Phase B Section 3;

**THENCE** North 27°31'53" East with the southeast line of said Lot 16, Block P, which varies from the northwest line of the said 16.32 acre tract, a distance of 130.33 feet to a 1/2" rebar found for the easternmost corner of said Lot 16, Block P, being the southernmost corner of Lot 18B, Block P, Resubdivision of Lot 18, Block P, Highland Park North, a subdivision of record in Document No. 201500007 of the Official Public Records of Travis County, Texas;

**THENCE** North 27°31'53" East with the southeast line of said Lot 18B, which varies from the northwest line of the said 16.32 acre tract, a distance of 201.18 feet to a 3/8" rebar found for a northern corner of the said 16.32 acre tract, being the westernmost corner of the said 1.00 acre tract;

**THENCE** North 27°40'39" East with the northwest line of the said 1.00 acre tract and the southeast line of said Lot 18B, a distance of 224.94 feet to a 1/2" rebar with "Chaparral" cap found for an angle point in the southwest right-of-way line of Wilke Lane, being the easternmost corner of said Lot 18B, from which a TXDOT type II disk found for an angle point in the southwest right-of-way line of Wilke Lane and the northeast line of Lot 18A, Block P, of said Resubdivision of Lot 18, Block P, Highland Park North, bears North 62°21'21" West, a distance of 456.74 feet;

**THENCE** with the common line of Wilke Lane and the said 1.00 acre tract, the following two (2) courses and distances:

1. North 27°40'39" East, a distance of 14.31 feet to a 1/2" rebar with "Tri-Tech Surveying" cap found;
2. South 62°21'24" East, a distance of 181.00 feet to the **POINT OF BEGINNING**, containing an area of 18.062 acres, more or less.

Surveyed on the ground on June 30, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1008-009-BASE



Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016

7/13/2020

Date





**EXHIBIT B**  
**PERMANENT STORMWATER MAINTENANCE PLAN**

**Exhibit "B"**  
**Inspection, Maintenance, Repair and Retrofit Plan**  
**for Detention Pond**

**Routine Maintenance:**

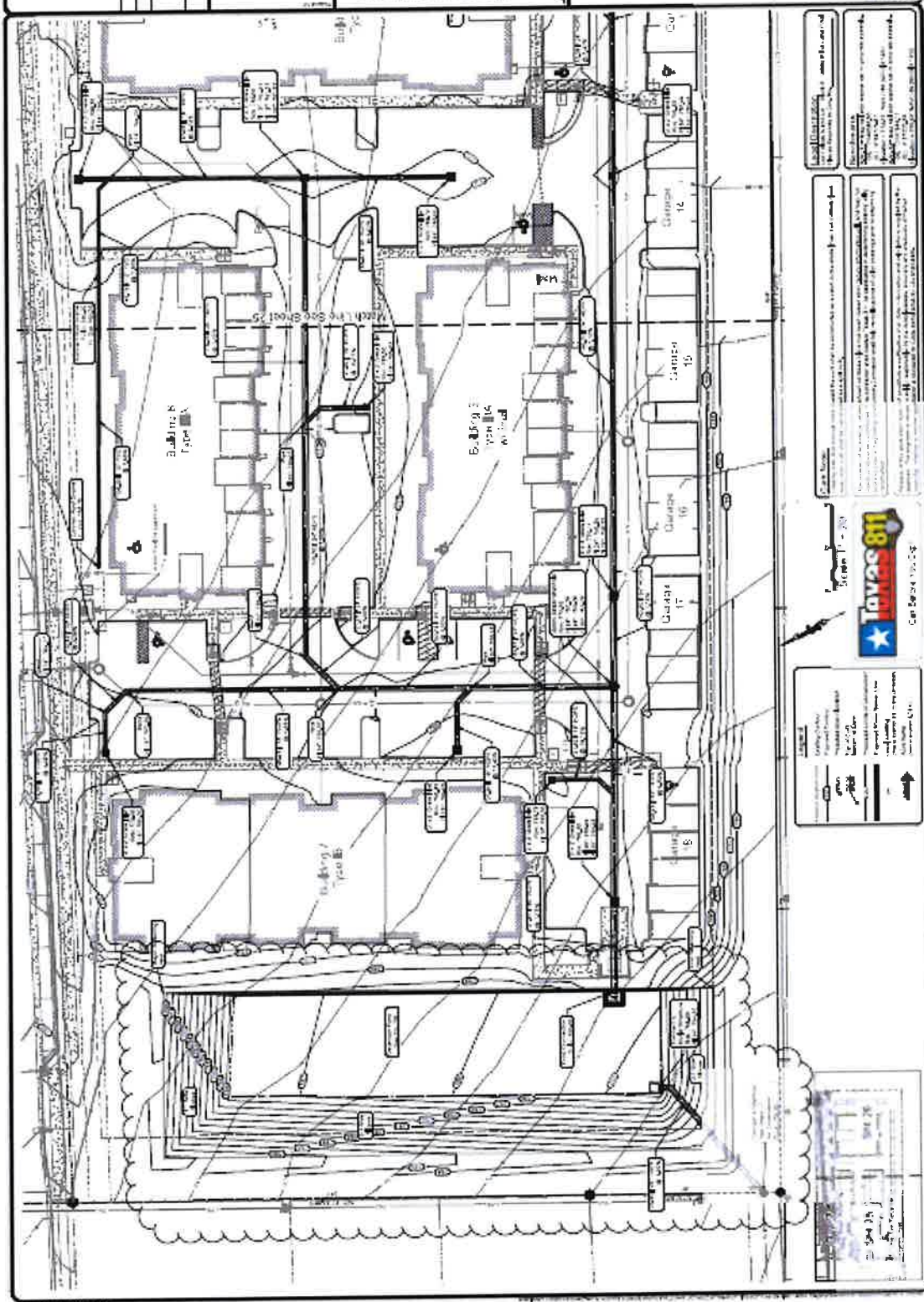
- Access:** Access is provided over the earthen berm.
- Inspections** Detention pond must be inspected at least twice a year (once during or immediately following wet weather) to evaluate facility operation. During each inspection, erosion areas inside and downstream of the pond must be identified and repaired or revegetated immediately. With each inspection, any damage to the structural elements of the system (pipes, concrete drainage structures, retaining walls, etc.) must be identified and repaired immediately. Cracks, voids and undermining should be patched/filled to prevent additional structural damage. Trees and root systems should be removed to prevent growth in cracks and joints that can cause structural damage.
- **Sediment Removal** Remove sediment from the inlet structure and pond when sediment buildup reaches a depth of 6 inches or when the proper functioning of inlet and outlet structures is impaired. Sediment should be cleared from the inlet structure at least every year and from the pond basin at least every 5 years.
  - **Debris and Litter** Debris and litter will accumulate near the pond basin outlet device and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the control device or riser.
- Nuisance Control** Standing water or soggy conditions within the basin can create nuisance conditions. Odors, mosquitoes, weeds, brush and litter are perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed. These items should be rectified immediately.
- **Mowing** Grass areas in and around sand filters must be mowed at least twice annually to limit vegetation height to 18 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. Vegetation on the pond embankments should be mowed as appropriate to prevent the establishment of woody vegetation.
- Record Keeping:** Detailed records must be kept by the owner of the property. These records shall include information such as the name of the inspector used, the date and time of the inspection, and any maintenance performed. The owner must retain any such inspection records for a period of three years after the inspection date.

**George Sewer South Plan 1**  
 Wiles and McElmurry  
 1400 Exchange Blvd., Suite 1100  
 Denver, Colorado 80202  
 Phone: 303.733.1100  
 Fax: 303.733.1101  
 www.wilesandmcelmurry.com

**BLVEL ENGINEERING**  
 1000 Exchange Blvd., Suite 1100  
 Denver, Colorado 80202  
 Phone: 303.733.1100  
 Fax: 303.733.1101  
 www.blvel.com

**BLVEL ENGINEERING**  
 1000 Exchange Blvd., Suite 1100  
 Denver, Colorado 80202  
 Phone: 303.733.1100  
 Fax: 303.733.1101  
 www.blvel.com

DATE	REV.	BY	APP.



**NOTES:**  
 1. SEE ALL SHEETS FOR COMPLETE INFORMATION.  
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SEWER REGULATIONS.  
 3. ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER SEWER REGULATIONS.  
 4. ALL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER SEWER REGULATIONS.  
 5. ALL SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER SEWER REGULATIONS.

**LEGEND:**  
 1. 12" SEWER LINE  
 2. 8" SEWER LINE  
 3. 6" SEWER LINE  
 4. 4" SEWER LINE  
 5. 3" SEWER LINE  
 6. 2" SEWER LINE  
 7. 1.5" SEWER LINE  
 8. 1" SEWER LINE  
 9. 0.75" SEWER LINE  
 10. 0.5" SEWER LINE  
 11. 0.25" SEWER LINE  
 12. 0.125" SEWER LINE  
 13. 0.0625" SEWER LINE  
 14. 0.03125" SEWER LINE  
 15. 0.015625" SEWER LINE  
 16. 0.0078125" SEWER LINE  
 17. 0.00390625" SEWER LINE  
 18. 0.001953125" SEWER LINE  
 19. 0.0009765625" SEWER LINE  
 20. 0.00048828125" SEWER LINE





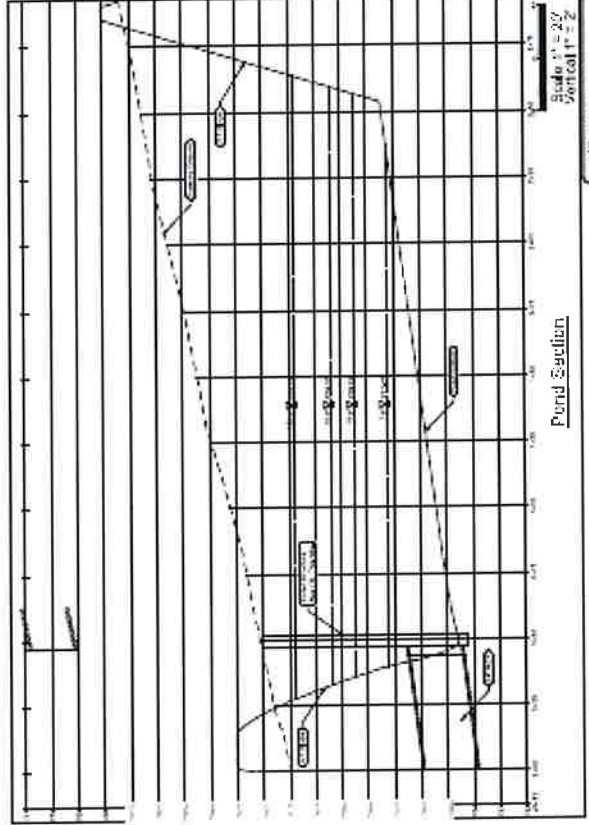
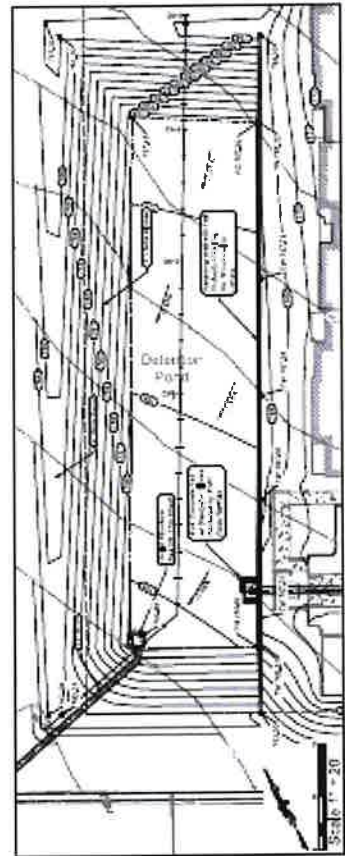
NO.	REV.	DATE	BY	CHK.	DESCRIPTION

DESIGNER: [Signature]  
 CHECKER: [Signature]

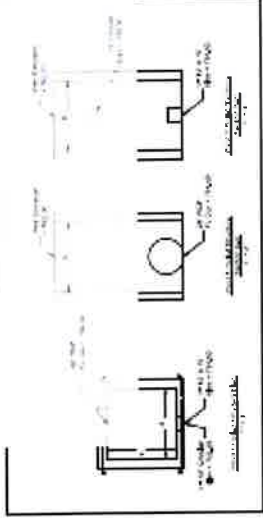
**ELIOT ENGINEERING**  
 1000 W. 10th Street, Suite 200  
 Anchorage, Alaska 99501  
 Phone: (907) 562-1111  
 Fax: (907) 562-1112  
 Email: info@elioteng.com

**White Lake Holdings**  
 1000 W. 10th Street, Suite 200  
 Anchorage, Alaska 99501  
 Phone: (907) 562-1111  
 Fax: (907) 562-1112  
 Email: info@white-lake.com

Decision Pond 1 South  
 Scale 1" = 20'  
 Section 1' - 2'



Station	Depth	Width	Area	Volume
1+00	1.5	10.0	15.0	15.0
2+00	2.0	10.0	20.0	35.0
3+00	2.5	10.0	25.0	60.0
4+00	3.0	10.0	30.0	90.0
5+00	3.5	10.0	35.0	125.0
6+00	4.0	10.0	40.0	165.0
7+00	4.5	10.0	45.0	210.0
8+00	5.0	10.0	50.0	260.0
9+00	5.5	10.0	55.0	315.0
10+00	6.0	10.0	60.0	375.0



**Lovace 811**  
 Call Before You Dig

Professional Engineer Seal for State of Alaska, License No. 10000, Name: [Name], Commission Expires: [Date]