

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

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR BASIS PFLUGERVILLE CHARTER SCHOOL POND MAINTENANCE BETWEEN BASIS TEXAS CHARTER SCHOOLS (“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 Basis Pflugerville Charter School Pond Maintenance (“Agreement”), attached as **Exhibit “A”**, 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 \_\_\_\_\_ 2022.

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Victor Gonzales, Mayor

ATTEST:

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Trista Evans, City Secretary

**Exhibit A**  
**Pflugerville Basis Charter School**  
**Pond Maintenance Agreement**

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 BASIS Texas Charter Schools (“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 (“SWMSPP”) 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 SWMSPPs 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 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 PORTIONS OF THE PROPERTY NECESSARY 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 12<sup>th</sup> day of July, 2021.

OWNER:

ANDREW FREEMAN, Exec. Director, BASIS Texas Charter Schools, Inc  
OWNER Signature

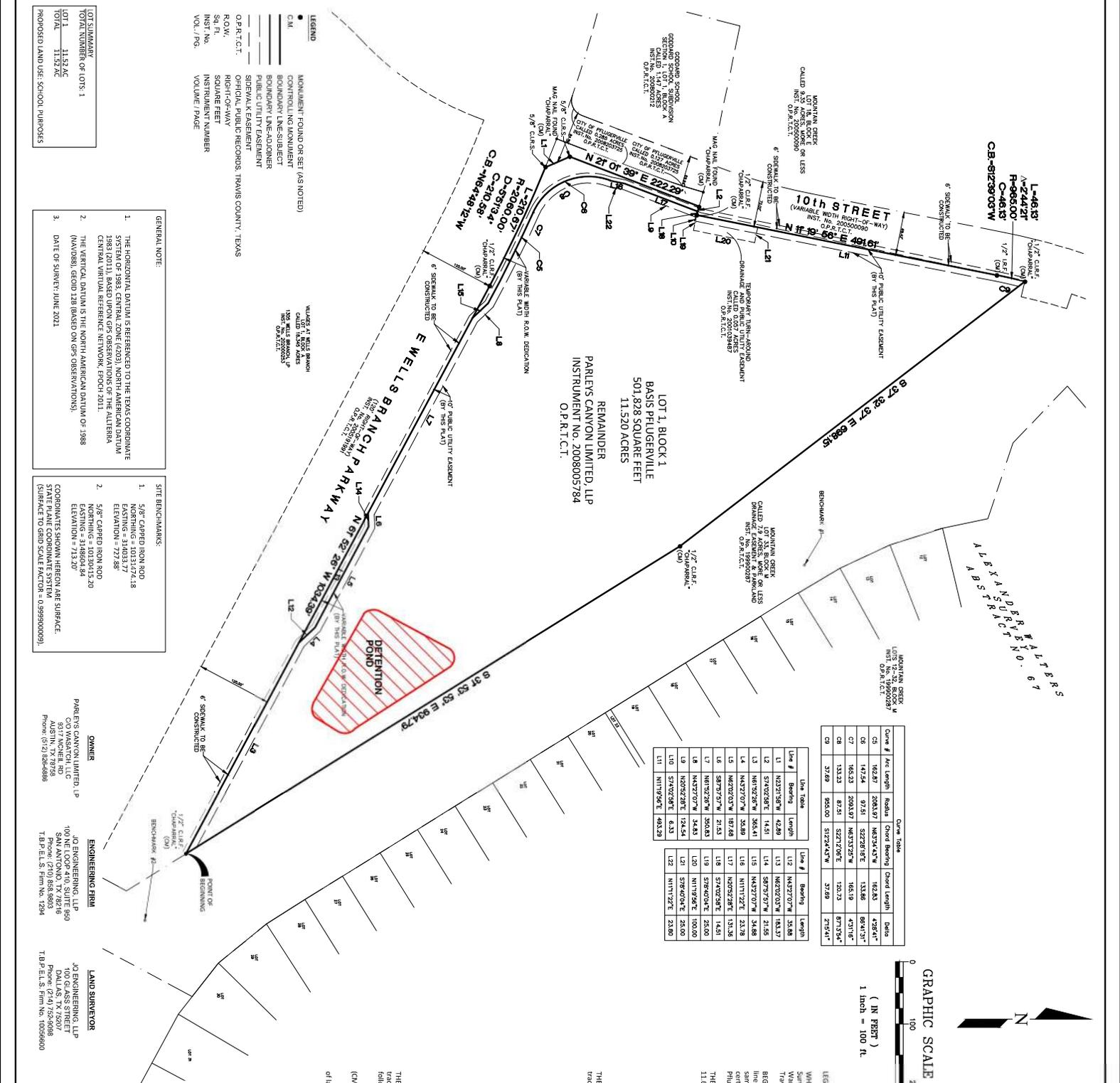
Andrew Freeman



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

ALBEXANDER WALTERS SURVEY  
 11.520 ACRES  
 11.520 ACRES

LOT 1, BLOCK 1  
 BASIS PFLUGERVILLE  
 501,828 SQUARE FEET  
 11.520 ACRES  
 REMAINDER  
 PARLEYS CANYON LIMITED, LLP  
 INSTRUMENT NO. 2008005784  
 O.P.R.T.C.T.



**TOTAL SUMMARY**

TOTAL NUMBER OF LOTS: 1	11.52 AC
LOT 1	11.52 AC
TOTAL	11.52 AC

PROPOSED LAND USE: SCHOOL PURPOSES

- GENERAL NOTE:**
- THE HORIZONTAL DATUM IS REFERENCED TO THE TEXAS COORDINATE SYSTEM (TCS) DATUM, WHICH IS A MODIFIED HENRY TRANSFORMED NORTH AMERICAN DATUM OF 1983 (NAD83) BASED UPON GPS OBSERVATIONS OF THE ALTISSA CENTRAL VIRTUAL REFERENCE NETWORK (EPOCH 2011).
  - THE VERTICAL DATUM IS THE NORTH AMERICAN DATUM OF 1988 (NAD83), EPOCH 1281 (BASED ON GPS OBSERVATIONS).
  - DATE OF SURVEY: JUNE 2021

- SITE BENCHMARKS:**
- 5/8" CAPED IRON ROD  
 NORTHING = 10031427.18  
 EASTING = 34033.77  
 ELEVATION = 727.88
  - 5/8" CAPED IRON ROD  
 NORTHING = 10130415.20  
 EASTING = 34860.84  
 ELEVATION = 713.20
- COORDINATES SHOWN HEREON ARE SURFACE SURFACE TO GRID SCALE FACTOR = 1.0099900091

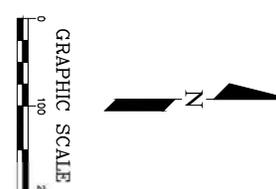
**OWNER:**  
 PARLEYS CANYON LIMITED, LLP  
 C/O WASKOT, LLC  
 100 NE LOOP 410, SUITE 560  
 SAN ANTONIO, TX 78216  
 T.B.P. E. Line, Firm No. 1294

**ENGINEERING FIRM:**  
 JO ENGINEERING, LLP  
 100 NE LOOP 410, SUITE 560  
 SAN ANTONIO, TX 78216  
 T.B.P. E. Line, Firm No. 1294

**LAID SURVEYOR:**  
 JO ENGINEERING, LLP  
 100 NE LOOP 410, SUITE 560  
 SAN ANTONIO, TX 78216  
 T.B.P. E. Line, Firm No. 10099600

Line #	Bearing	Length	Line #	Bearing	Length
L1	N23°31'58"W	42.80	L12	N62°37'07"W	35.88
L2	S70°32'06"E	14.51	L13	S87°32'03"W	183.37
L3	N81°32'06"W	36.41	L14	N62°37'07"W	21.86
L4	N62°37'07"W	32.88	L15	N62°37'07"W	34.88
L5	N62°37'07"W	187.68	L16	N111°22'E	23.38
L6	S27°37'07"W	21.63	L17	N62°37'07"W	151.38
L7	N62°37'07"W	35.83	L18	S74°02'06"E	14.51
L8	N62°37'07"W	34.83	L19	S74°02'06"E	25.00
L9	N62°37'07"W	124.54	L20	N119°56'E	100.00
L10	S74°02'06"E	6.33	L21	S74°02'06"E	25.00
L11	N119°56'E	403.23	L22	N111°22'E	23.80

Curve #	Arc Length	Radius	Chord Bearing	Chord Length	Date
C5	162.87	2083.97	N62°37'07"W	162.83	4/28/17
C6	147.54	97.51	S27°37'07"E	133.88	8/4/19*
C7	163.33	2083.97	N62°37'07"W	163.19	4/28/17
C8	133.33	87.51	S27°37'07"E	120.73	8/4/19*
C9	37.89	958.00	S12°24'43"W	37.89	7/19/17



**LEGAL DESCRIPTION**

WHEREAS, Parleys Canyon, LLP, the sole owner of that certain tract of land situated in the Alexander Walters Survey, Block No. 67, same being a part of that certain tract of land described as Warranty Deed to Parleys Canyon Limited, LLP, recorded in Document No. 2008005784, Official Public Records, Travis County, Texas (O.P.R.T.C.T.), and being more particularly described by metes and bounds as follows: BEGINNING at a 1/2" iron rod with plastic cap (controlling monument (COM)) found in the north right-of-way line of Wells Branch Parkway (120' right-of-way), as described in Document No. 200533991, O.P.R.T.C.T.; same being the southeast corner of said 11.647 acre tract, same being an angle point on the south line of that certain tract of land called Lot 33, Block M, Mountain Creek Section Three, an addition to the City of Pflugerville, as recorded in Document No. 199802057, O.P.R.T.C.T.;

THENCE with the common north right-of-way line of said Wells Branch Parkway and the south line of said 11.647 acre tract, the following two (2) courses:

- North 61°32'35" West, a distance of 1,034.89 feet to a 1/2" capped iron rod found (COM) found at the beginning of a curve to the left, having a radius of 2,600.00 feet, a central angle of 5°13'34", and a chord bearing North 64°48'12" West, a chord distance of 210.58 feet;
- with said curve to the left, and arc distance of 210.67 feet to a 5/8" iron rod with plastic cap stamped "JO Dallas Eng" at the intersection of the north right-of-way line of said Wells Branch Parkway and the east right-of-way line of 10th Street in variable width right-of-way at this point), as described in Special Warranty deed to the City of Pflugerville as Exhibit B, recorded in Document No. 2008020225, O.P.R.T.C.T.;

THENCE with the common east right-of-way line of said 10th Street and the west line of the herein described tract, the following courses and distances:

  - North 23°17'15" West, a distance of 42.80 feet to a 5/8" iron rod with plastic cap stamped "JO Dallas Eng," set for corner;
  - North 21°01'39" East, a distance of 222.29 feet to a hog nail with washer stamped "901" found for corner;
  - South 74°02'58" East, with the south line of said 0.881 acre tract, a distance of 14.51 feet to a 1/2" iron rod with plastic cap stamped "901 County (COM) found for corner;
  - North 11°19'56" East, with the common east line of said 0.881 acre tract and the west line of the herein described tract, a distance of 491.61 feet to a 1/2" iron rod found with plastic cap stamped "Chaparral (COM) found for the beginning of a curve to the right, having a radius of 2,600.00 feet, a central angle of 2°44'21", and a chord bearing North 11°59'09" East, a chord distance of 46.13 feet;
  - with said curve to the right, an arc distance of 46.13 feet to a 1/2" iron rod with plastic cap stamped "Chaparral (COM) found for corner;
  - with said curve to the right, an arc distance of 46.13 feet to a 1/2" iron rod with plastic cap stamped "Chaparral (COM) found for corner;

THENCE departing the common east right-of-way line of said 10th Street and the west line of said 11.647 acre tract, with the common north line of said 11.647 acre tract and the south line of said Lot 33, Block M, the following (6) courses and distances:

  - South 37°32'37" East, a distance of 698.15 feet to a 1/2" iron rod with plastic cap stamped "Chaparral (COM) found for corner;
  - South 31°53'53" East, a distance of 994.79 feet to the POINT OF BEGINNING, containing 11.520 acres of land, more or less.

**FINAL PLAT**

**BASIS PFLUGERVILLE**

**LOT 1, BLOCK 1**

SITUATED IN THE  
 ALEXANDER WALTERS SURVEY, ABSTRACT NO. 67  
 CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

FILE NUMBER: FP2102-04

DRAWN:	IG
CHECKED:	SC
DATE:	JUNE 2021
CREW:	MS/TD
SHEET:	1 of 2

Showing the best environment for the project.

**JO ENGINEERING, LLP**  
 100 NE LOOP 410, SUITE 560  
 SAN ANTONIO, TX 78216  
 T.B.P. E. Line, Firm No. 10099600  
 A.C.I. No. 120588  
 3655 SOUTH BURNHAM AVE. SUITE 200, AUSTIN, TX 78746

STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS;

THAT PARLEY'S CANYON LIMITED, LLP, BEING THE OWNER OF 11.52 ACRES OF LAND OUT OF THE ALEXANDER WALTERS SURVEY NO. 67, ABSTRACT NO. 791 IN TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN INSTRUMENT NO. 2006065794, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY SUBDIVIDE 11.52 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS BASIS PFLUGERVILLE, AND DO HEREBY AGREE TO THE PUBLIC USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AD

PARLEY'S CANYON LIMITED, LLP  
917 MCNEEL RD  
AUSTIN, TX 78758  
BY: WASATCH LLC, general partner  
BY: Morgan C. Mills, President

STATE OF TEXAS,  
COUNTY OF TRAVIS;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2021, A.D.  
(SEAL)

NOTARY PUBLIC'S SIGNATURE

**SURVEYOR'S CERTIFICATION**

STATE OF TEXAS;

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF DALLAS;

THAT I, Clifford E. Cameron, R.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACCURATE AND CORRECT SURVEY OF THE LAND AND THAT I CONFORMED TO ALL APPLICABLE RULES AND REGULATIONS OF THE PROFESSION OF SURVEYING IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

CLIFFORDE E. CAMERON  
PLANNING REGISTERED LAND SURVEYOR No. 6415  
12831 DORTCH DRIVE  
DATE OF SURVEY: 12/21/2020

**ENGINEER'S FLOOD PLAIN 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 NO. 48453-0270J, DATE AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS.

SIGNATURE OF REGISTERED PROFESSIONAL ENGINEER

TOTAL NUMBER OF LOTS: 1
LOT 1 11.52 AC
TOTAL 11.52 AC
PROMOTED LAND USE: SCHOOL PURPOSES

GENERAL NOTE:

- THE HORIZONTAL DATUM IS REFERENCED TO THE TEXAS COORDINATE SYSTEM (TCS) DATUM, WHICH IS A STATE PLANE DATUM BASED ON THE CENTRAL VERTICAL REFERENCE NETWORK, EPOCH 2011.
- THE VERTICAL DATUM IS THE NORTH AMERICAN DATUM OF 1988 (NAD83), SEGD 12B (BASED ON GRS OBSERVATIONS).
- DATE OF SURVEY: JUNE 2021

**PLAT NOTES**

- THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE FULL PURPOSE JURISDICTION.
- WATER AND WASTE-WATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTE-WATER FACILITIES.
- A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
- EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1186-1-06-24.
- THE GRANTOR (PROPERTY OWNERS), HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT EXCEPT AS PROVIDED BY THE CITY.
- THE PROPERTY OWNERS SHALL PROVIDE ACCESS TO PRUNING AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR, ACCEMENT, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
- A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ALONG THE SUBJECT SITE'S SIDE OF THE STREET ALONG BOTH 10TH STREET AND WELLS BRANCH PARKWAY.
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE # 1203-1-00-24 AND CITY RESOLUTION # 1224-09-08-25 8A.
- THE ASSESSED COMMUNITY IMPACT RATE FOR WATER AND WASTEWATER IS HEREBY ADDED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1406-20-04-14 COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- 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 MANUAL.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
- 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.
- SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE, DEVELOPMENT SERVICES, PRIOR TO ANY CONSTRUCTION.
- THE ASSESSED ROADWAY IMPACT RATE IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1470-20-24, ROADWAY IMPACT FEES WILL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVERS SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY VACATION OR REPLACING WAYS BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

SITE BENCHMARKS:

- 5/6" CAFEPO IRON ROD  
NORTHING = 103131472.18  
EASTING = 34033.77  
ELEVATION = 727.88
- 5/6" CAFEPO IRON ROD  
NORTHING = 103130115.20  
EASTING = 34860.84  
ELEVATION = 713.20

**OWNER**  
PARLEY'S CANYON LIMITED, LP  
C/O WASATCH, LLC  
4577 MCNEEL RD  
AUSTIN, TX 78758  
Phone: (512) 826-6888

**ENGINEERING FIRM**  
JO ENGINEERING, LLP  
100 NE LOOP 410, SUITE 560  
SAN ANTONIO, TX 78216  
T: 817.515.1711; F: 817.515.1994

**LAND SURVEYOR**  
JO ENGINEERING, LLP  
100 GLASS STREET  
DALLAS, TX 75201  
Phone: (214) 425-1480  
T: 817.515.1711; F: 817.515.1994

STATE OF TEXAS  
CITY OF PFLUGERVILLE  
APPROVED THIS \_\_\_\_ OF \_\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.  
BY: \_\_\_\_\_  
CHAIRMAN, ROBERT ROMIG  
THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.  
BY: \_\_\_\_\_  
PLANNING DIRECTOR, EMILY M. BARRON  
ATTEST:  
CITY SECRETARY, KAREN THOMPSON

**TRAVIS COUNTY CLERK RECORDDATION 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 ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., PLAT RECORDS OF SAID COUNTY AND STATE AS DOCUMENT NUMBER \_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, A.D.  
DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY \_\_\_\_\_

FILED FOR RECORD AT \_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AD.

DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY \_\_\_\_\_

FINAL PLAT

**BASIS PFLUGERVILLE**

SITUATED IN THE  
LOT 1, BLOCK 1

ALEXANDER WALTERS SURVEY, ABSTRACT NO. 67  
CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

FILE NUMBER: FP2102-04

DRAWN: IG
CHECKED: SC
DATE: JUNE 2021
CREW: MS/TD
SHEET: 2 of 2

Showing the best environment

**IQ ENGINEERING, LP**  
1810 BLOSSUM STREET  
FARMERSVILLE, TX 77936  
KATHIE MC BRIDE  
78655 LAND SURVEYING REGISTRATION NO. 38588

DATE: 12/21/2020  
TIME: 10:00 AM

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

## DETENTION BASIN MAINTENANCE AND REPAIR PLAN

BASIS Charter School  
10<sup>th</sup> Street and E. Wells Branch Pkwy.  
Pflugerville, Texas

The following are guidelines for the overall maintenance of the detention basin. Area of maintenance includes the rip-rap within the drainage easement at the outfall location.

- *Inspections.* The detention system should be inspected to assure proper operation at least 4 times annually. One of these inspections should occur during or immediately following wet weather.
- *Sediment Removal.* Remove sediment from outlet weir structure, and downstream of the outlet at least 2 times annually, or when depth reaches 3 inches. When sediment accumulation in other areas of the basin, fills the basin by 10% of the basin volume, all sediment should be removed and disposed of properly.
- *Mowing.* The side slopes, and embankment of a detention basin must be mowed regularly to discourage woody growth and control weeds. Grass areas in and around basins must be mowed at least four times annually to limit vegetation height to 12 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. When mowing is performed, a mulching mower should be used, or grass clippings should be caught and removed.
- *Debris and Litter Removal.* Debris and litter will accumulate near the outfall weir and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the outfall weir.
- *Erosion Control.* The pond side slopes and embankment may periodically suffer from slumping and erosion, although this should not occur often if the soils are properly compacted during construction. Regrading and revegetation may be required to correct the problems.
- *Nuisance Control.* Standing water or soggy conditions in the detention basin can create nuisance conditions for nearby residents. Odors, mosquitoes, weeds, and litter are all occasionally perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed (e.g., mowing and debris removal).

After recording, return to:

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

Attn: Emily Barron