

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 Texas Research International Real Estate, LLC (“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 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 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

Scott Strehli / President
OWNER Print Name/Title

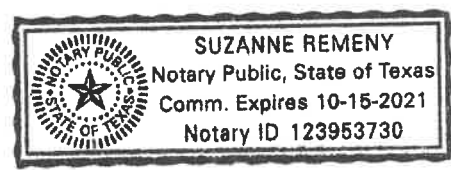
ACKNOWLEDGMENT

THE STATE OF Texas §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Scott Strehli, OWNER, 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 25 day of MARCH, 2019.

Suzanne Remeny
Notary Public, State of TEXAS



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

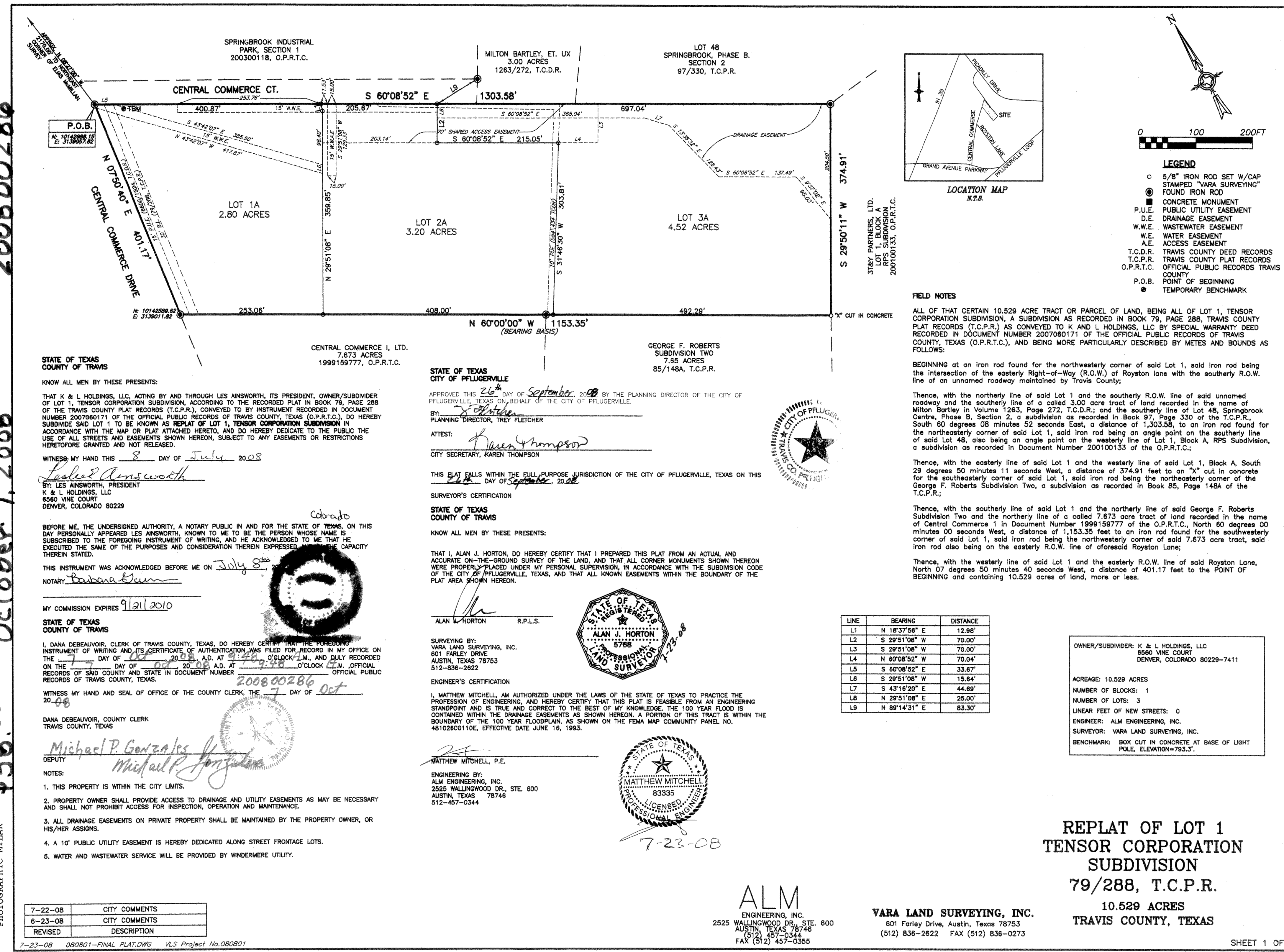
ATTEST:

Karen Thompson, City Secretary

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LOT 3A, OF THE REPLAT OF LOT 1, TENSOR CORPORATION SUBDIVISION
PFLUGERVILLE, TRAVIS COUNTY, TEXAS

PHOTOGRAPHIC MYLAR \$30.00 October 7, 2008 200800286



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT K & L HOLDINGS, LLC, ACTING BY AND THROUGH LES ANSWORTH, ITS PRESIDENT, OWNER/SUBDIVIDER OF LOT 1, TENSOR CORPORATION SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN BOOK 79, PAGE 288 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.), CONVEYED TO BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2007060171 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.), DO HEREBY SUBDIVIDE SAID LOT 1 TO BE KNOWN AS REPLAT OF LOT 1, TENSOR CORPORATION SUBDIVISION IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 8 DAY OF July 2008

Leslie Ainsworth
BY: LES ANSWORTH, PRESIDENT
K & L HOLDINGS, LLC
8580 VINE COURT
DENVER, COLORADO 80228

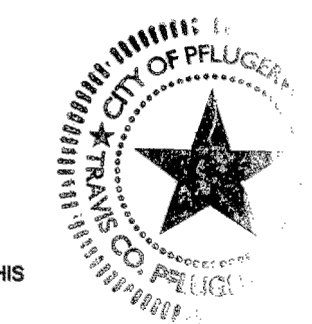
STATE OF TEXAS
CITY OF PFLUGERVILLE

APPROVED THIS 26 DAY OF September, 2008 BY THE PLANNING DIRECTOR OF THE CITY OF PFLUGERVILLE, TEXAS ON BEHALF OF THE CITY OF PFLUGERVILLE.

BY: Trey Fletcher
PLANNING DIRECTOR, TREY FLETCHER

ATTEST: Karen Thompson
CITY SECRETARY, KAREN THOMPSON

THIS PLAT FALLS WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS ON THIS 26 DAY OF September, 2008.



BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED LES ANSWORTH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME OF THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED TO THE CAPACITY THEREIN STATED.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 8, 2008.

NOTARY: Barbara Ann

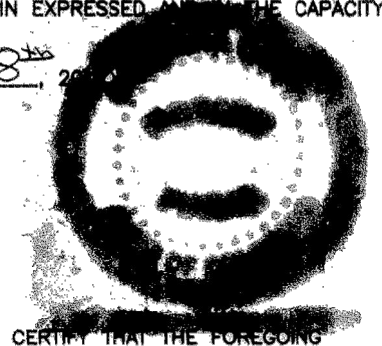
MY COMMISSION EXPIRES 9/21/2010

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 7 DAY OF Oct, 2008, A.D. AT 9:00 O'CLOCK A.M., AND JULY RECORDED ON THE 7 DAY OF Oct, 2008, A.D. AT 9:00 O'CLOCK A.M., OFFICIAL RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 200800286 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 7 DAY OF Oct, 2008.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



KNOW ALL MEN BY THESE PRESENTS:

THAT I, ALAN J. HORTON, 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 THE SUBDIVISION MAP OF THE CITY OF PFLUGERVILLE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT AREA SHOWN HEREON.

Alan L. Horton R.P.L.S.

SURVEYING BY:
VARA LAND SURVEYING, INC.
601 FARLEY DRIVE
AUSTIN, TEXAS 78753
512-836-2622

ENGINEER'S CERTIFICATION

I, MATTHEW MITCHELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 481026C0110E, EFFECTIVE DATE JUNE 16, 1993.

Matthew Mitchell
MATTHEW MITCHELL, P.E.
ENGINEERING BY:
ALM ENGINEERING, INC.
2525 WALLINGWOOD DR., STE. 600
AUSTIN, TEXAS 78746
512-457-0344



LINE	BEARING	DISTANCE
L1	N 18°37'56" E	12.98'
L2	S 29°51'08" W	70.00'
L3	N 80°08'52" W	70.04'
L4	S 80°08'52" E	33.67'
L5	S 29°51'08" W	15.64'
L6	S 43°16'20" E	44.69'
L7	N 29°51'08" E	25.00'
L8	N 89°14'31" E	83.30'

OWNER/SUBDIVIDER: K & L HOLDINGS, LLC
8580 VINE COURT
DENVER, COLORADO 80228-7411

ACREAGE: 10.529 ACRES
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 3
LINEAR FEET OF NEW STREETS: 0
ENGINEER: ALM ENGINEERING, INC.
SURVEYOR: VARA LAND SURVEYING, INC.
BENCHMARK: BOX CUT IN CONCRETE AT BASE OF LIGHT POLE, ELEVATION=793.3'

7-22-08	CITY COMMENTS
6-23-08	CITY COMMENTS
REVISED	DESCRIPTION

7-23-08 080801-FINAL PLAT.DWG VLS Project No.080801

ALM
ENGINEERING, INC.
2525 WALLINGWOOD DR., STE. 600
AUSTIN, TEXAS 78746
(512) 457-0344
FAX (512) 457-0355

VARA LAND SURVEYING, INC.
601 Farley Drive, Austin, Texas 78753
(512) 836-2622 FAX (512) 836-0273

**REPLAT OF LOT 1
TENSOR CORPORATION
SUBDIVISION
79/288, T.C.P.R.
10.529 ACRES
TRAVIS COUNTY, TEXAS**

SHEET 1 OF 1

EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN

TRI BUSINESS PARK
1801 CENTRAL COMMERCE COURT
PFLUGERVILLE, TX

**PERMANENT STORMWATER
MAINTENANCE PLAN**

CONTENTS

1. STORMWATER CONTROLS INSPECTION PROCEDURE
2. LANDWONER RESPONSIBILITIES AND REMEDIATION PROCEDURES

STORMWATER CONTROLS INSPECTION PROCEDURE

RESPONSIBLE MAINTENANCE PERSONNEL:

Clean Earth Solutions

Manager: Lee DuBose

Phone: (830) 626-1422

SCHEDULE OF STORMWATER CONTROLS INSPECTIONS:

The maintenance personnel will inspect the site's stormwater controls at least once every three months. Compromised controls will be reported to the landowner so that they may be remedied as quickly as possible. The frequency of maintenance visits can be adjusted if conditions dictate (severe storms, rain events, etc).

STORMWATER CONTROLS INSPECTION PROCEDURE:

1. Inspect all stormwater controls for structural integrity. These controls shall include but are not necessarily limited to the catchment box, headwall, detention basin (i.e. pond), and detention basin outfall structure.
2. Inspect all stormwater controls for sediment build up.
3. Inspect all stormwater controls for soil erosion.
4. Remove trash/debris from all stormwater controls.
5. Mow vegetation on slopes and bottom of detention basin as needed.
6. Report all findings to landowner for remediation of damages, sediment build up and soil erosion.

LANDOWNER RESPONSIBILITIES AND REMEDATION PROCEDURES

STRUCTURAL INTEGRITY OF STORMWATER CONTROLS

Landowner is responsible for the repair of stormwater controls should their structural integrity become damaged or defective. Landowner shall make necessary reparations as soon as practicable following the report from maintenance personnel, if any such damages or deflections are noted.

SEDIMENT BUILD UP WITHIN STORMWATER CONTROLS

Landowner is responsible for the removal of sediment build up in order to maintain the holding capacity of stormwater controls. Sediment build up shall be hauled off-site for proper disposal as soon as practicable following the report from maintenance personnel, if any such build up is noted.

SOIL EROSION WITHIN STORMWATER CONTROLS

Landowner is responsible for the repair of eroded areas that are found within the stormwater controls. Landowner shall stabilize and otherwise remediate eroded areas as soon as practicable following the report from maintenance personnel, if any such erosion is noted.

After recording, return to:

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

Attn: Manny Duarte