

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 Cardinal Crossing Condominium Community, Inc. (“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 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, 2019.

OWNER:

Melanie

OWNER Signature

Melanie Hronek / HOA Board Member

OWNER Print Name/Title

**ACKNOWLEDGMENT**

THE STATE OF Texas

§

COUNTY OF Travis

§

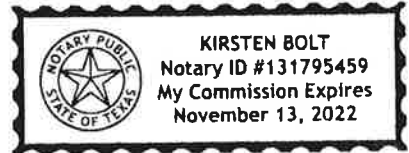
§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Melanie Hronek, 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 13<sup>th</sup> day of September, 2019

Kirsten Bolt

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

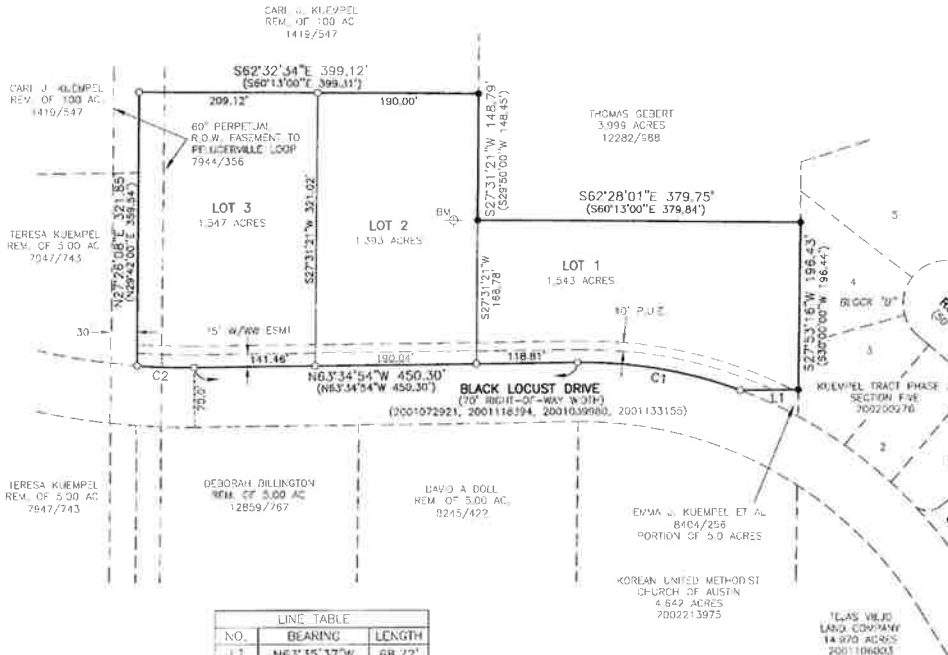
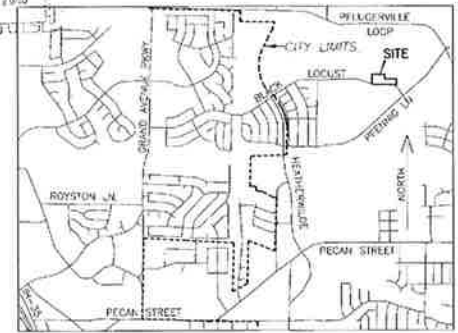
**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Lot 3 of the Emerald Heights Subdivision  
Pflugerville, Travis County, Texas  
See attached

FINAL PLAT OF:  
EMERALD HEIGHTS SUBDIVISION  
CITY OF PFLUGERVILLE  
TRAVIS COUNTY, TEXAS

RECORDED  
MAY 24 2003

LOCATION MAP  
NOT TO SCALE



CARI J. KUEMPEL  
REM. OF 100 AC  
1419/547

THOMAS GEERT  
3.999 ACRES  
12282/988

CARI J. KUEMPEL  
REM. OF 100 AC  
1419/547

TERESA KUEMPEL  
REM. OF 3.00 AC  
7947/743

TERESA KUEMPEL  
REM. OF 5.00 AC  
7947/743

DEBORAH DILLINGTON  
REM. OF 5.00 AC  
12859/767

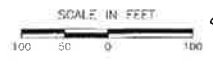
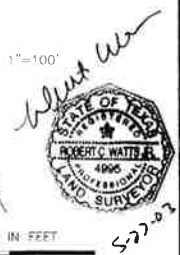
DAVID A DOLL  
REM. OF 5.00 AC  
0245/422

EMMA J. KUEMPEL ET AL  
8404/256  
PORTION OF 5.0 ACRES

KOREAN UNITED METHODIST  
CHURCH OF AUSTIN  
4.642 ACRES  
700221/3975

TEXAS VALUE  
LAND COMPANY  
14,900 ACRES  
2001106003

SCALE: 1"=100'



LINE TABLE		
NO.	BEARING	LENGTH
L1	N63°55'37"W	68.72'

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	20°50'35"	535.00'	96.40'	194.63'	193.56'	N5°00'38"W
C2	5°02'11"	765.00'	33.64'	67.25'	67.22'	N61°03'48"W

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- BNL BENCHMARK

\$50.00 7.10.00 2003.00 F3

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT DALE CLAWSON, BEING THE OWNER OF 4.483 ACRES OF LAND IN THE E. REBEE SURVEY NO. 5, ARSINACTI NO. 53, TRAVIS COUNTY, TEXAS, BEING ALL OF A 4.4849 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO DALE CLAWSON DATED SEPTEMBER 9, 2002, RECORDED IN DOCUMENT NO. 2002175890 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE SAID 4.483 ACRES TO BE KNOWN AS:

EMERALD HEIGHTS 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 23 DAY OF MAY 2003.

Dale Clawson  
BY: DALE CLAWSON

8712 CELE ROAD  
MANOR, TEXAS, 78653

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DALE CLAWSON, 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 FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 23, 2003 BY: DALE CLAWSON.

NOTARY Janice O'Neill  
JANICE O'NEILL  
PRINT OR STAMP NAME HERE  
MY COMMISSION EXPIRES 08-14-04



STATE OF TEXAS  
CITY OF PFLUGERVILLE

APPROVED THIS 2 DAY OF JUNE, 2003, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: Timothy J. Veltz  
TIMOTHY J. VELTZ, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED HEREON.

BY: Clive von Rosenberg  
PLANNING DIRECTOR, CLIVE VON ROSENBERG

ATTEST: Kathy Ellis  
CITY SECRETARY, MAREN THOMPSON  
Asst. City Secretary, Kathy Ellis

APPROVED THIS 24 DAY OF JUNE, 2003, BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: Scott Winton  
MAYOR, C. SCOTT WINTON

ATTEST: Kathy Ellis  
CITY SECRETARY, MAREN THOMPSON  
Asst. City Secretary, Kathy Ellis

THIS PLAT FALLS WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS ON THIS THE 24 DAY OF JUNE, 2003.

DATE OF BOUNDARY SURVEY: DECEMBER, 2002.

ON SITE BENCHMARK: REBAR WITH PLASTIC CAP SET.  
ELEVATION = 733.86'  
SOURCE: BLACK LOCUST ROADWAY IMPROVEMENT PROJECT,  
REFERENCE NO. 143-013.

BENCHMARK: REBAR WITH PLASTIC CAP SET AT THE NORTHEAST INTERSECTION OF GANZANIA DRIVE AND CACTUS BLOSSOM DRIVE, ALONG EDGE OF ASPHALT AND CONCRETE INTERSECTION (PF17).  
ELEVATION = 726.01'

OWNER/SUBDIVIDER:  
DALE CLAWSON  
8712 CELE ROAD  
MANOR, TEXAS, 78653

TOTAL ACREAGE: 4.483 ACRES  
E. REBEE SURVEY NO. 5  
TOTAL NUMBER OF LOTS: 3

LOT 1: (1.543 AC.)  
LOT 2: (1.393 AC.)  
LOT 3: (1.547 AC.)

R.O.W. AREA: 0.000 AC.  
LINEAR FOOTAGE OF EXISTING ROADWAY: N/A.

REVISION DATE:	DESCRIPTION
4/25/03	ADD B.L., EASEMENTS
5/22/03	REMOVE B.L.

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

2807 Manchaca Rd., Building 1  
Austin, Texas 78704  
512-443-1724

PROJECT NO.: 388-001  
DRAWING NO.: 388-01PL  
PLOT DATE: 5/22/2003  
PLOT SCALE: 1"=100'  
DRAWN BY: COD

SHEET  
01 OF 02

FINAL PLAT OF:  
 EMERALD HEIGHTS SUBDIVISION  
 CITY OF PFLUGERVILLE  
 TRAVIS COUNTY, TEXAS

MAY 22 2003

SURVEYOR'S CERTIFICATION

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT C. WATTS, JR., 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 CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

BEARING BASIS IS GRID AZIMUTH FOR THE TEXAS CENTRAL ZONE, NAD 1983/93 HARN VALUES FROM THE ICGA CONTROL NETWORK, DATE OF SURVEY: DECEMBER 2002

*Robert C. Watts, Jr.*

ROBERT C. WATTS, JR., R.P.L.S., 4995



5-22-03

SURVEYING BY:  
 CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
 2807 MANCHACA ROAD, BUILDING ONE  
 AUSTIN, TEXAS 78704  
 512-443-1724

ENGINEER'S CERTIFICATION

I, GARY ELI JONES, 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, NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 4845300025 E, DATED JUNE 16, 1993.

*Gary Eli Jones*

GARY ELI JONES, P.E. 79198



ENGINEERING BY:  
 CARTEX ENGINEERING SERVICES, INC.  
 1209 WOODHOLLOW COVE  
 CEDAR PARK, TEXAS, 78613  
 512-918-0819

5/22/03

STATE OF TEXAS  
 COUNTY OF TRAVIS:

I, DANA DEBEAUFOR, 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 10 DAY OF July, 2003 A.D. AT 9:30 O'CLOCK A.M., AND DULY RECORDED ON THE 10 DAY OF July, 2003 A.D. AT 9:30 O'CLOCK A.M. IN OFFICIAL RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 20030718 IN OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 10 DAY OF July, 2003 A.D.

DANA DEBEAUFOR, COUNTY CLERK  
 TRAVIS COUNTY, TEXAS  
*Dana Debeaufor*  
 DEPUTY  
 MANCHACA



NOTES:

1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
2. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER, OR HIS/HER ASSIGNS.
4. SIDEWALKS NOTE: A SIX FOOT SIDEWALK IS REQUIRED ALONG BLACK LOCUST DRIVE ON THE SUBDIVISION (NORTH) SIDE.
5. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG STREET FRONTAGE LOTS AS SHOWN ON SHEET 01 OF 02.
6. THIS SUBDIVISION WILL CONFORM TO APPLICABLE CITY OF PFLUGERVILLE ZONING ORDINANCES.
7. THIS PROPERTY IS WITHIN THE CITY LIMITS.
8. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH APPLICABLE ZONING REQUIREMENTS.

REVISION DATE:	DESCRIPTION
4/25/03	ADD B.L., EASEMENTS

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

2807 Manchaca Rd., Building 1  
 Austin, Texas 78704  
 512-443-1724

PROJECT NO.: 388-001  
 DRAWING NO.: 388-01PL  
 PLOT DATE: 5/22/2003  
 PLOT SCALE: 1"=100'  
 DRAWN BY: COD

**SHEET  
02 OF 02**



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

## Cardinal Crossing Ph.3

# **PERMANENT STORMWATER MAINTENANCE PLAN**

### **CONTENTS**

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

# **STORMWATER CONTROLS INSPECTION PROCEDURE**

## **RESPONSIBLE MAINTENANCE PERSONNEL:**

Landart America

Chet Demore

(512) 295-7535

## **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 repairs 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