

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 LC Pflugerville, LLC, an Ohio limited liability company, the owners 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 the SWMSP 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 SWMSP AND PORTIONS OF THE PROPERTY THAT ARE NECESSARY TO ACCESS THE SWMSP, 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.

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

**LOT 1, BLOCK 1, LIFESTYLE COMMUNITIES PFLUGERVILLE AMENITY
CENTER FINAL PLAT, ACCORDING TO PLAT RECORDED UNDER DOCUMENT
NO. 202000263, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY,
TEXAS.**



CALLED 41.317 ACRES
DRSI NORTH AUSTIN III, LLC
DESCRIBED IN
DOCS# 200727199 OPRTC

BENCH MARK LIST

BM #101 [12] SET ON METAL PLATE LOCATED ON THE SOUTHWEST CORNER OF 20' X 20' CONCRETE PAD 25' FROM THE NORTHWEST CORNER OF A 1/4 ACRE TRACT 65.511310W - 246.67' WIDE & 8.520000' DEEP (N 1025-988.78 E 1.2440000)

BM #102 [12] SET ON METAL PLATE LOCATED ON THE SOUTHWEST CORNER OF TOWN CENTER DRIVE 25.5' FROM THE NORTHWEST CORNER OF LOT 1 (N 245.520.77 E 1.3408197)

BM #103 [12] SET ON METAL PLATE LOCATED ON THE WEST SIDE OF PFLUGER FARM LANE 2.10' SOUTH OF TOWN CENTER DRIVE 11.5' FROM THE WEST CORNER OF LOT 1 (N 1014.587.68 E 3.1565357)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°52'31"	25.00'	38.77'	N16°00'18"W	35.35'
C2	21°40'44"	59.50'	19.81'	S13°55'25"E	18.99'
C3	28°5'48"	240.51'	115.22'	S13°59'52"W	117.03'

LINE TABLE

NO.	BEARING	LENGTH
L1	S82°08'44"W	70.00'
L2	N61°05'03"W	15.43'
L3	N28°04'48"E	103.28'

LOT 22, BLOCK 7
STONE HILL TOWN CENTER
SECTION 17/0, PHASE TWO
DOC# 201500009 MRTC

LOT 1, BLOCK 1
3.691 ACRES
160,784 SQ. FT.

ROAD DEDICATION
0.032 ACRE
1,414 SQ. FT.

SURVEYOR'S NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANNED COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83) AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS), POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES, UNLESS OTHERWISE STATED.

LEGEND

---	BOUNDARY LINE
---	EXISTING LINE
---	BOUNDARY LINE
---	BOUNDARY WITH SURVEYOR'S LINE
---	BOUNDARY
---	1/2" IRON ROD WITH "KHA" CAP SET
---	1/2" IRON ROD WITH CAP & PLATE
---	1/2" IRON ROD
---	1/2" IRON ROD WITH PLATE
---	1/2" IRON ROD WITH PLATE & SURVEYOR'S LINE
---	1/2" IRON ROD WITH PLATE & SURVEYOR'S LINE

AREA: 3.723 ACRES
SURVEY: THOMAS G. STUART SURVEY
ABSTRACT NO. 689
TRAVIS COUNTY, TEXAS

NO. OF LOTS: 1
DATE: December 9, 2020

OWNER:
STONE HILL TC EL L.P. A TEXAS LIMITED PARTNERSHIP
8627 W. SAM HOUSTON PARK N., SUITE 200
HOUSTON, TX 77040
(281) 477-4310

ENGINEERED BY:
BRANDON E. HAMMANN, P.E.
KIMLEY-HORN
10814 JOLLYVILLE ROAD
BUILDING IV, SUITE NO. 300
AUSTIN, TEXAS 78750
PH: (512) 418-1771
TBPF FIRM LICENSE NO. 928

SURVEYED BY:
ZACHARY K. PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6703
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78750
PH: (512) 572-5074
ZACH.PETRUS@KIMLEY-HORN.COM
HKM REGISTRATION NO. 106517-01

VICINITY MAP (Not To Scale)



**LIFESTYLE COMMUNITIES
PFLUGERVILLE AMENITY CENTER
FINAL PLAT
BEING 3.723 ACRES
THOMAS G. STUART SURVEY, ABSTRACT NO. 689
CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

Kimley»Horn

10514 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimleyhorn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	ZKP	JGM	12/9/2020	00/26/002	1 OF 2

METES AND BOUNDS DESCRIPTION OF: 3.723 ACRES

BEING A 3.723 ACRE (162,221 SQUARE FEET) TRACT OF LAND SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 4.526 ACRE TRACT OF LAND DESCRIBED TO STONE HILL TO EL L.P. AS SHOWN IN INSTRUMENT NO. 445-18-0224-110 IN DOCUMENT NUMBER 20200263195 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD WITH "MBC" CAP FOUND AT THE INTERSECTION OF THE NORTH/EAST/ERLY RIGHT-OF-WAY LINE OF "WILKE" HIGHWAY, WITH THE SOUTHWEST LINE OF THAT CERTAIN 41.317 ACRE TRACT DESCRIBED IN INSTRUMENT TO DISH NORTH/AUSTIN HOMES, LLC IN DOCUMENT NUMBER 20200263195 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, FOR THE NORTH CORNER OF SAID PFLUGER FARM LANE.

THENCE ALONG THE SOUTHWEST LINE OF SAID 41.317 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 02°33'44" EAST, 70.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" SET AT THE EAST CORNER OF SAID PFLUGER FARM LANE, FOR THE POINT OF BEGINNING AND THE NORTH CORNER OF THIS TRACT.
2. SOUTH 02°31'44" EAST, 211.88 FEET TO A 5/8 INCH IRON ROD FOUND IN THE NORTHWEST LINE OF LOT 14 G, BLOCK 1 OF 5 FROM THE 1/4 SECTION 10, T14N R12E W1/4 E11, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 2020026210 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTH CORNER OF SAID 41.317 ACRE TRACT.

THENCE SOUTH 23°04'40" WEST, 759.44 FEET ALONG THE NORTHWEST LINE OF SAID LOT 14 G, BLOCK 1, TO A 5/8-INCH IRON ROD FOUND IN THE NORTH/EAST/ERLY RIGHT-OF-WAY LINE OF TOWN CENTER DRIVE (CALLED 60 KIGH-OF-WAY WIDTH), AND AT THE WEST CORNER OF THE SAID LOT 14 G, BLOCK 1, FOR THE SOUTH CORNER OF THIS TRACT.

THENCE NORTH 61°50'07" WEST, ALONG THE NORTH/EAST/ERLY RIGHT-OF-WAY LINE OF SAID TOWN CENTER DRIVE, AT 173.44 FEET PASSING A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET THE POINT OF BEGINNING, FOR A DISTANCE OF 109.87 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT.

THENCE ALONG THE SOUTHEAST/ERLY RIGHT-OF-WAY LINE OF SAID PFLUGER FARM LANE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. A NORTH 51°11'11" WEST CURVE, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 89°52'31" A RADIUS OF 23.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°50'19" WEST, 26.35 FEET, AND A TANGENT LENGTH OF 30.27 FEET TO A POINT OF TANGENCY.
2. NORTH 28°04'45" EAST, AT 103.28 FEET PASSING A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET, THEN CONTINUING FOR A TOTAL DISTANCE OF 752.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.723 ACRES, MORE OR LESS, OF LAND IN TRAVIS COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE COORDINATE SYSTEM GRID (NAD 83) ZONE 17P (NAD 83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

STATE OF TEXAS 5
COUNTY OF TRAVIS 3

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HILL TO EL L.P., A TEXAS LIMITED PARTNERSHIP BEING THE OWNER OF 3.723 ACRES OF LAND OUT OF THE THOMAS G. STUART SURVEY ABSTRACT NO. 689 IN TRAVIS COUNTY, TEXAS, SAID PARTNERSHIP PARTNER OF A PORTION OF A TRACT OF LAND CALLED 4.526 ACRES DESCRIBED IN INSTRUMENT TO STONE HILL TO EL L.P. RECORDED IN DOCUMENT NO. 20200263195 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 3.723 ACRES OF LAND IN ACCORDANCE WITH THIS PLAN TO BE KNOWN AS LIFESTYLE COMMUNITIES PFLUGERVILLE AMENITY CENTER AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 17 DAY OF December, 2020 A.D.

BY: STONE HILL TO EL L.P.

Signature of Stephen L. Alvis
Stephen L. Alvis
PRINT NAME

MANAGER OF STONE HILL TO EL L.P.
GENERAL PARTNER OF STONE HILL TO EL L.P.

STATE OF TEXAS 5
COUNTY OF TRAVIS 3

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN L. ALVIS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR SAID INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 17 DAY OF December, 2020 A.D.
NOTARY PUBLIC, STATE OF TEXAS

Signature of Nancee Ost
Nancee Ost
MY COMMISSION EXPIRES 11-17-21



APPROVED THIS 17 DAY OF December, 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS.

Signature of Brad Hamann
BRAD HAMANN

THIS PLAN REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

Signature of K. Reyna
KIMLEY HORN AND ASSOCIATES, INC.
CITY SECRETARY



STATE OF TEXAS 5
COUNTY OF TRAVIS 3

I, DANA DECAVALOR, CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE.

ON THIS DAY OF December, 2020 AT 2:00 P.M. IN THE RECORDS OF SAID COUNTY AND STATE AND DOCUMENT NUMBER 20200263195 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 28 DAY OF December, 2020 A.D.

DANA DECAVALOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Signature of K. Reyna
K. REYNA
DEPUTY



BENCHMARKS

- 1. 1/4" SET ON 1/2" IRON PEG AT THE NORTH/WEST/ERLY LINE OF WILKE LANE AND 20' FROM THE NORTH/WEST/ERLY CORNER OF 41.317 ACRE TRACT. ELEVATION: 745.67'
2. 1/4" SET ON 1/2" IRON PEG LOCATED ON THE SOUTHWEST/ERLY LINE OF TOWN CENTER DRIVE. ELEVATION: 729.92'

Table with 3 columns: No., DATE, REVISION DESCRIPTION. Row 1: 1, 12/28/2020, Initial release.

NOTES:

- 1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE, FULL PURPOSE JURISDICTION.
2. WATER FOR THE PORTION OF THIS SITE WITHIN THE CITY OF PFLUGERVILLE SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE WATER SUPPLY. WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. WATER FOR THE PORTION OF THE SITE WITHIN RANGE OF WATER SUPPLY'S ZON SHALL BE PROVIDED BY DAWSON WATER SUPPLY. UTILITIES OVERLAPPING THIS SITE WITHIN THIS SUBDIVISION SHALL BE LOCATED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ORDINANCES.
3. ALL UTILITY EASEMENTS (P.U.E.) SHALL BE DEDICATED ALONG ALL STREET FRONTAGES.
4. ALL EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAN SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE PROFFERED DEVELOPMENT AGREEMENT (P.D.A.) NO. 1256-18-0224-110. THE OWNER'S PROPERTY OWNERS ARE ADVISED THAT THE CITY OF PFLUGERVILLE WILL MAINTAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REMOVE, MAINTAIN, CUTBACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF DEBRIS AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO RETROFIT CURBS, CURB AND SIDEWALKS SHALL BE ALLOWED ON A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
6. THE PROPERTY OWNER SHALL PROVIDE ACCESS DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES AND RELATED APPURTENANCES.
7. A SIX (6) FOOT MINIMUM WIDTH SIDEWALK IS TO BE PROVIDED ALONG THE SURBINS ON SIDE OF PFLUGER FARM LANE AND TOWN CENTER DRIVE.
8. THIS SUBDIVISION IS SUBJECT TO A CITY OF PFLUGERVILLE ORDINANCE OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE #1415-10-24 ADJUTANT #1249-09-24.
9. THE COMMUNITY IMPACT FEE RATE WILL BE APPLIED TO THIS PROJECT AS ESTABLISHED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1445-20-24. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE COMMENCEMENT OF ANY BUILDING PERMIT.
10. ON SITE STORM WATER FACILITIES SHALL BE PROVIDED TO MITIGATE POST DEVELOPMENT PEAK FLOW RATES FOR THE 2 YEAR 25 YEAR AND 100 YEAR STORM EVENTS.
11. ALL ELECTRICAL WIRING STRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY, JETNET AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE - AMENITY CENTER ZONING REGULATIONS.
12. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSIONS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
13. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE DEVELOPED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
14. THE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION.
15. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL # 44520C0280J DATED AUGUST 11, 2014.
16. ALL PRIVATE DRIVEWAYS AND ALLEYS SHALL BE CONSIDERED PUBLIC DRIVEWAYS OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SHORT-DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE - INCORPORATED DESIGN MANUAL, AS APPLICABLE.
17. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TEXAS COMMUNITY ON ENVIRONMENTAL QUALITY AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLANTATION OR RE-PLANTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
18. IF A MULTIFAMILY AND USE IS PROPOSED, THE OWNER'S PLANS SHALL BE IN COMPLIANCE WITH THE CITY OF PFLUGERVILLE.
19. IF A RESIDENTIAL AND USE IS PROPOSED WITHIN THIS SUBDIVISION, THE PARCEL AND FEES WILL BE PAID AND A SCAD FOR THE PARK SHALL BE PAID BY THE LAND USER IDENTIFIED.
20. THE 100 YEAR FLOOD PROJECT WAS APPROVED ON JULY 31, 2018. THE QUANTIFICATION PAYMENT OR OTHER MITIGATION APPROVED BY THE CITY IS DUE AT THE TIME OF FINAL PLAT. SEE MAP # 44520C0280J.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS 5
COUNTY OF TRAVIS 3

KNOW ALL MEN BY THESE PRESENTS:

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

Signature of Zachary K. Petrus
ZACHARY K. PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6708
16214 JULYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 572-6014
ZACH.PETRUS@KIMLEYHORN.COM



ENGINEER'S CERTIFICATION

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 44520C0280J DATED AUGUST 11TH 2014 FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.

Signature of Brandon E. Hammann
BRANDON E. HAMMANN P.E. 107368

ENGINEERING BY:
KIMLEY HORN
16214 JULYVILLE ROAD
BUILDING IV, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 418-1171



LIFESTYLE COMMUNITIES
PFLUGERVILLE AMENITY CENTER
FINAL PLAT
BEING 3.723 ACRES
THOMAS G. STUART SURVEY, ABSTRACT NO. 689
CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

Kimley Horn logo

16214 Julyville Road Campus IV, Suite 200 Austin, Texas 78759 Phone # 10194624 Tel No (512) 418-1171 www.kimley-horn.com

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No, Sheet No. Row 1: N/A, ZKP, JGM, 9/22/2020, 067260002, 2 OF 2

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EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN AND SWMSP

PERMANENT STORMWATER MAINTENANCE PLAN

TAKEN FROM TCEQ TECHNICAL GUIDANCE ON BEST MANAGEMENT PRACTICES (RG-348)

The owner shall provide a written report to the City's Development Services Center on or before December 31st of each subsequent year specifically detailing the inspection and maintenance obligations undertaken to maintain the Detention Pond and Level Spreader facilities during the current calendar year. The owner shall confirm that the contact information for the point of contact for maintenance issues with each annual report and shall immediately notify the City of Pflugerville should the contact information change.

LIFESTYLE COMMUNITIES AMENITIES DETENTION POND

Extended detention basins have moderate to high maintenance requirements, depending on the extent to which future maintenance needs are anticipated during the design stage. Responsibilities for both routine and nonroutine maintenance tasks need to be clearly understood and enforced. If regular maintenance and inspections are not undertaken, the basin will not achieve its intended purposes.

There are many factors that may affect the basin's operation and that should be periodically checked. These factors can include mowing, control of pond vegetation, removal of accumulated bottom sediments, removal of debris from all inflow and outflow structures, unclogging of orifice perforations, and the upkeep of all physical structures that are within the detention pond area. One should conduct periodic inspections and after each significant storm. Remove floatables and correct erosion problems in the pond slopes and bottom. Pay particular attention to the outlet control perforations for signs of clogging. If the orifices are clogged, remove sediment and other debris. The generic aspects that must be considered in the maintenance plan for a detention facility are as follows:

Routine Maintenance

Inspections: Basins should be inspected at least twice a year (once during or immediately following wet weather) to evaluate facility operation. When possible, inspections should be conducted during wet weather to determine if the pond is meeting the target detention times. In particular, the extended detention control device should be regularly inspected for evidence of clogging, or conversely, for too rapid a release. If the design drawdown times are exceeded by more than 24 hours, then repairs should be scheduled immediately. The upper stage pilot channel, if any, and its flow path to the lower stage should be checked for erosion problems. During each inspection, erosion areas inside and downstream of the BMP should be identified and repaired or revegetated immediately.

Mowing: The upper stage, side slopes, embankment, and emergency spillway of an extended detention basin must be mowed regularly to discourage woody growth and control weeds. Grass areas in and around basins should 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. When mowing of grass 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 extended detention control 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.

Erosion Control: The pond side slopes, emergency spillway, and embankment all 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. Similarly, the channel connecting an upper stage with a lower stage may periodically need to be replaced or repaired.

Non-routine maintenance

Structural Repairs and Replacement: With each inspection, any damage to the structural elements of the system (pipes, concrete drainage structures, retaining walls, etc.) should be identified and repaired immediately. These repairs should include patching of cracked concrete, sealing of voids, and removal of vegetation from cracks and joints. The various inlet/outlet and riser works in a basin will eventually deteriorate and must be replaced. Public works experts have estimated that corrugated metal pipe (CMP) has a useful life of about 25 yr, whereas reinforced concrete barrels and risers may last from 50 to 75 yr.

Nuisance Control: Standing water (not desired in an extended detention basin) or soggy conditions within the lower stage of the 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, debris removal, clearing the outlet control device).

Sediment Removal: When properly designed, dry extended detention basins will accumulate quantities of sediment over time. Sediment accumulation is a serious maintenance concern in extended detention dry ponds for several reasons. First, the sediment gradually reduces available stormwater management storage capacity within the basin. Second, unlike wet extended detention basins (which have a permanent pool to conceal deposited sediments), sediment accumulation can make dry extended detention basins very unsightly. Third, and perhaps most importantly, sediment tends to accumulate around the control device. Sediment deposition increases the risk that the orifice will become clogged, and gradually reduces storage capacity reserved for pollutant removal. Sediment can also be resuspended if allowed to accumulate over time and escape through the hydraulic control to downstream channels and streams. For these reasons, accumulated sediment needs to be removed from the lower stage when sediment buildup fills 20% of the volume of the basin or at least every 10 years.

LIFESTLYE COMMUNITITES AMENITIES LEVEL SPREADERS

Level spreaders should be used where there is a need to divert stormwater away from disturbed areas to avoid overstressing erosion control measures or where sediment free storm runoff can be released in sheet flow down a stabilized slope without causing erosion.

Inspection and Maintenance Guidelines

- (1) The measure should be inspected after every rainfall and repairs made, if required.
- (2) Level spreader lip should remain at 0% slope to allow proper function of measure.



(3) The contractor should avoid the placement of any material on and prevent construction traffic across the structure. If the measure is damaged by construction traffic, it should be repaired immediately.

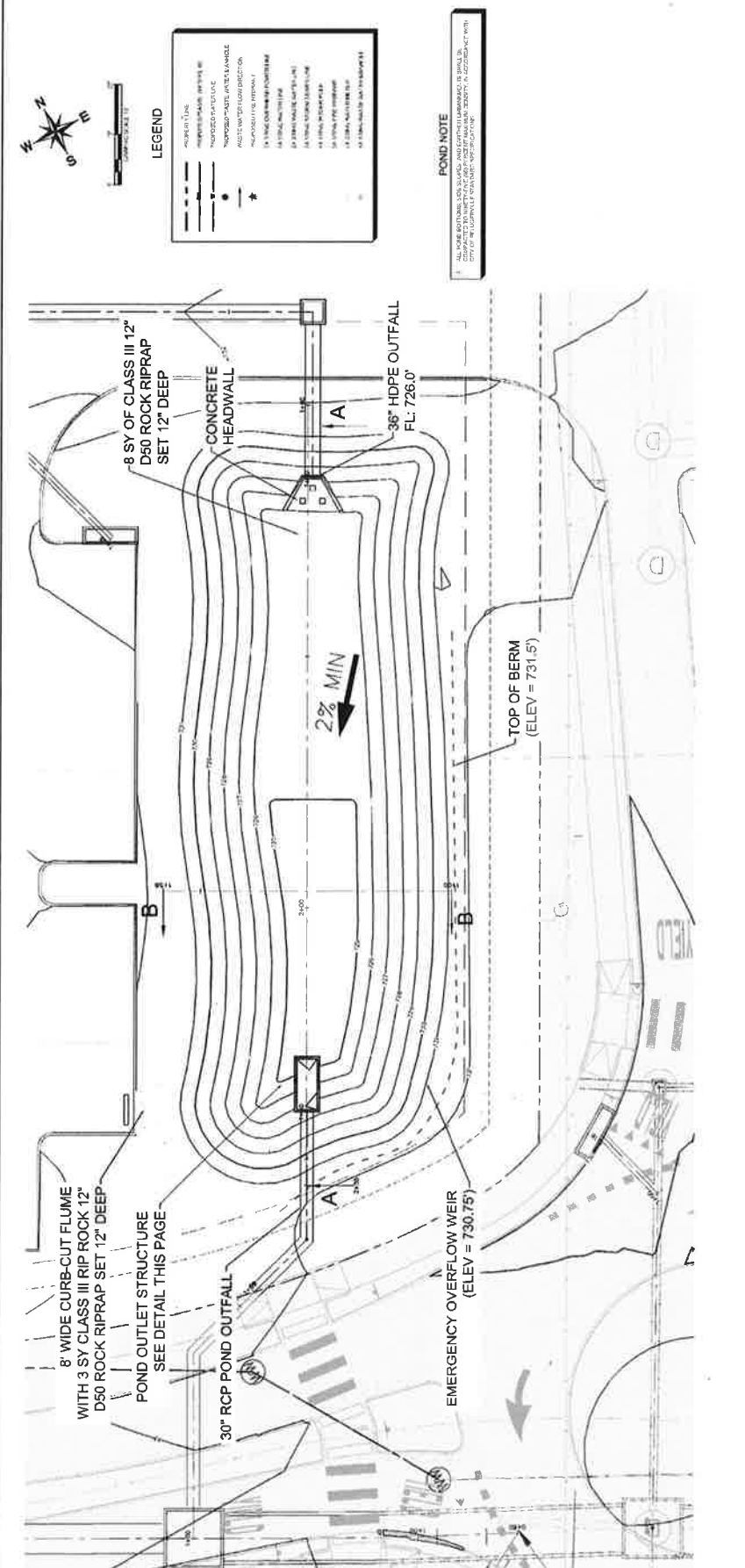
(4) Debris and Litter Removal: Structure should be kept free of obstructions to reduce floatables being flushed downstream, and for aesthetic reasons. The need for this practice is determined through periodic inspection, but should be performed no less than 4 times per year.

Owner's Information

Lifestyle Real Estate Holdings, Ltd.
230 West Street, Suite 200
Columbus, Ohio 43215
Contact: Justin Scott, (512) 987-3805, justin.scott@lifestylecommunities.com

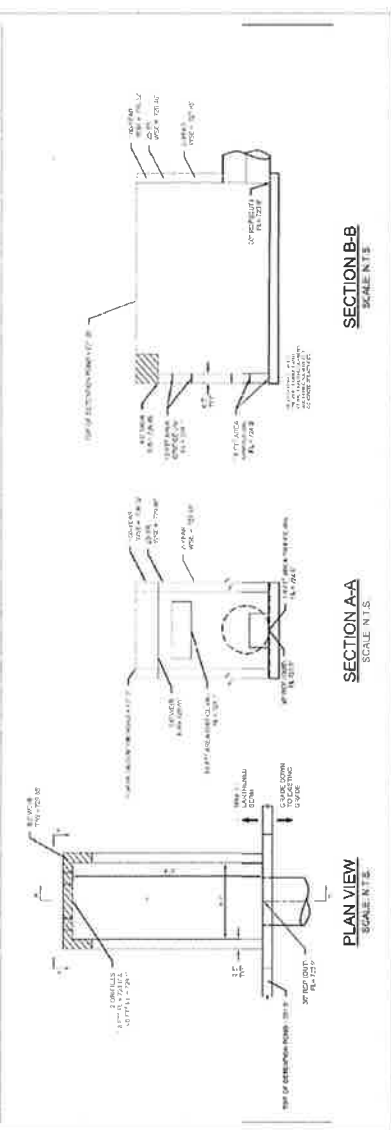


POND PLAN



Detention Pond:

Stage (FT MSL)	Area (SF)	Storage (CF)	Cumm. Storage (CF)	Flow (MG/S)	Flow (CFS)
724.00	0	0	0	0.00	0.00
725.00	770	385	385	3.33	3.33
726.00	2,331	1,551	1,936	7.29	7.29
727.00	3,185	2,759	4,694	10.39	10.39
728.00	4,135	3,645	8,339	12.92	12.92
729.00	5,091	4,598	12,937	26.71	26.71
730.00	6,134	5,613	18,549	35.43	35.43
731.00	7,234	6,684	25,233	55.54	55.54



BENCHMARKS

THE CITY OF FORT WORTH, TEXAS, HAS A BENCHMARK NETWORK THROUGHOUT THE CITY. THESE BENCHMARKS ARE USED TO VERIFY THE ACCURACY OF THE SURVEY DATA. THE BENCHMARKS ARE LOCATED AT THE CORNERS OF THE BLOCKS AND AT THE INTERSECTIONS OF THE STREETS. THE BENCHMARKS ARE IDENTIFIED BY A NUMBER AND A LETTER. THE BENCHMARKS ARE MAINTAINED BY THE CITY OF FORT WORTH.

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LIFESTYLE COMMUNITIES
AMENITIES
18812 PFLUGER FARM LANE,
CITY OF PFLUGERVILLE,
TRAVIS COUNTY, TEXAS 78680

POND CROSS-SECTIONS
AND DETAILS

KIA PROJECT
DATE: MAY 2021
SCALE: AS SHOWN
DESIGNED BY: J.L.
DRAWN BY: J.L.
CHECKED BY: B.H.



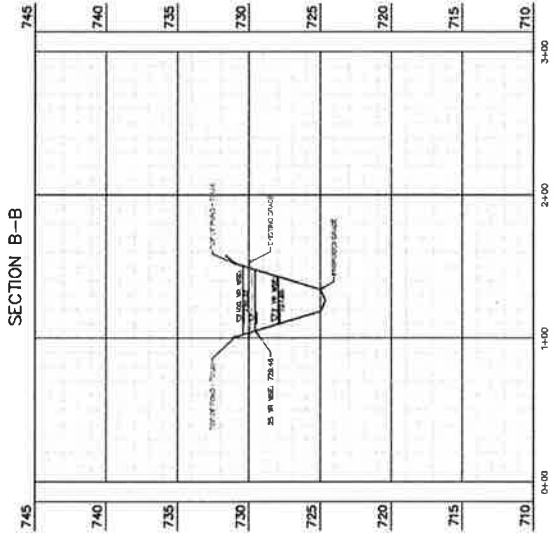
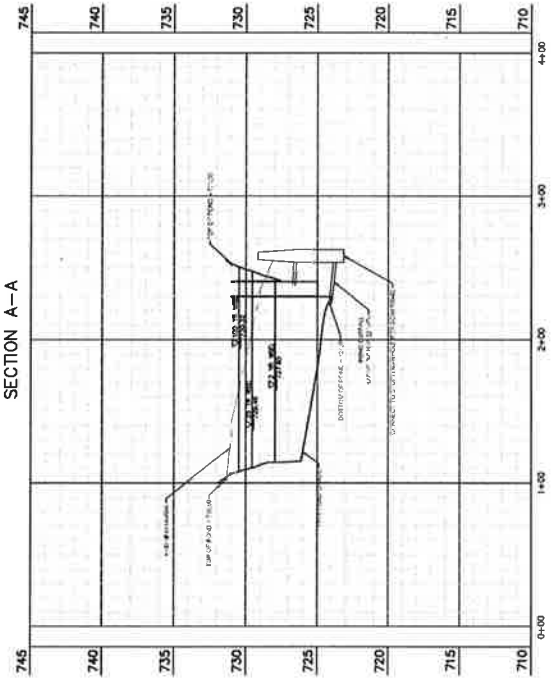
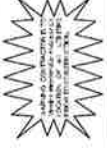
Kimley-Horn
2021 KIMLEY-HORN AND ASSOCIATES, INC.
10011 KATHLEEN ROAD, SUITE 300, AUSTIN, TX 78758
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM # 328

NO.	REVISIONS	DATE	BY

BENCHMARKS
THE BENCHMARKS SHOWN ON THIS PLAN ARE TO BE USED TO VERIFY THE ELEVATION OF THE POND SURFACE. THE BENCHMARKS ARE TO BE SET AT THE TIME OF CONSTRUCTION. THE BENCHMARKS ARE TO BE SET AT THE TIME OF CONSTRUCTION. THE BENCHMARKS ARE TO BE SET AT THE TIME OF CONSTRUCTION.



Know what's below.
Call before you dig.



PLEASE NOTE: THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED POND. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED POND. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED POND.

After recording, return to:

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

Attn: Jenna Goolsby / Gordon Haws