

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR PFLUGERVILLE ASSISTED LIVING POND MAINTENANCE BETWEEN PFLUGERVILLE SENIOR LIVING, LLC, A LIMITED LIABILITY COMPANY (“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 Pflugerville Assisted Living and Memory Care 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 _____ 2021.

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

Exhibit A
Pflugerville Assisted Living
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 Pflugerville Senior Living 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 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 4 day of May, 2021.

OWNER:


OWNER Signature

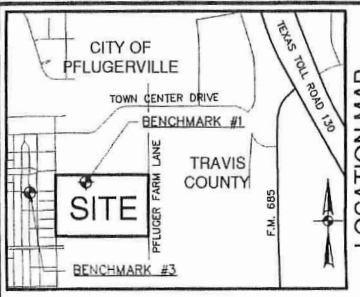
W. Tylor Brennan Pflugerville Senior Living LLC

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Exhibit A

The Subject Property's Legal Description is Lot 3 of the Pflugerville Farms Apartments

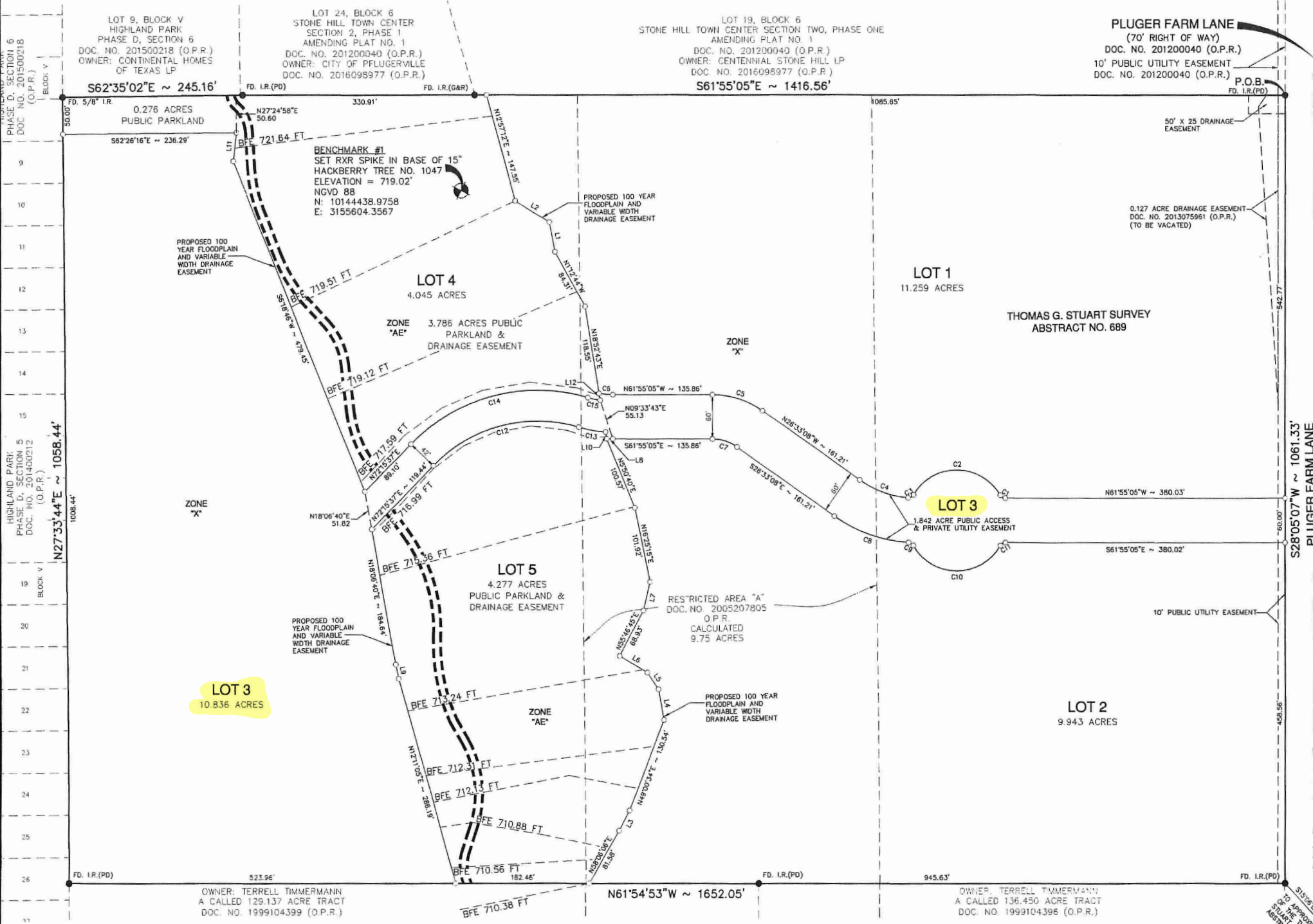
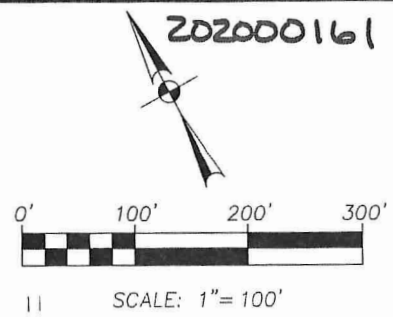
We are also addressed as 1100 Rauscher Dr. (Pvt) Pflugerville, Texas



FINAL PLAT OF PFLUGERVILLE FARMS APARTMENTS

A 40.360 ACRE TRACT OF LAND, SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 40.360 ACRE TRACT OF LAND IN DEED TO DIMENSION-RPC STONE HILL, LP, RECORDED IN DOCUMENT NO. 2012171807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 11.259 ACRE TRACT OF LAND IN DEED TO TC/F PFLUGERVILLE, LP, RECORDED IN DOCUMENT NO. 2020059150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

- ### LEGEND
- DOC. NO. DOCUMENT NUMBER
 - O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - FD. I.R. FOUND IRON ROD
 - B.F.E. BASE FLOOD ELEVATION
 - P.O.B. POINT OF BEGINNING
 - FOUND 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON"
 - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
 - SET 1/2" IRON ROD (PD)
 - FP- FEMA 100 YEAR FLOODPLAIN
 - - - 10' HIKE AND BIKE TRAIL



OWNER/SUBDIVIDER:
OWNER: RPC STONE HILL INVESTMENTS, LP
FORMERLY KNOWN AS DIMENSION-RPC STONE HILL, LP,
SUITE 1600
DALLAS, TX 75201

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MoPac EXPY., BLDG. 3,
SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

BENCHMARK DESCRIPTION AND ELEVATION:

#1 SET RXR SPIKE IN BASE OF 15" HACKBERRY TREE NO. 1047
NAD 83 GRID COORDINATES
N: 1014438.98
E: 3155604.36
ELEVATION OF 719.02
NAVD 88

BENCHMARK #3
SET MAG NAIL W/ WASHER
ELEVATION = 731.51'
N: 10144745.7160
E: 3154649.5216
NAVD 88

LOT SUMMARY:

TOTAL SUBDIVISION ACREAGE: 40.360 ACRES

TOTAL COMMERCIAL LOTS ACREAGE: 32.038 ACRES

TOTAL PARKLAND LOTS ACREAGE: 8.322 ACRES

TOTAL NUMBER OF BLOCKS: 1

TOTAL NUMBER OF COMMERCIAL LOTS: 3

TOTAL NUMBER OF PARKLAND LOTS: 2

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS

10801 N. MoPac Expy. | BLD. 3, STE 200 | AUSTIN, TX 78750 | 512.454.8711

TBPE FIRM REGISTRATION #470 | TBLS FIRM REGISTRATION #10028801

LOT	Land Required			PARKLAND PROPOSED 50% DEDICATIO		PROPOSED FLOODPLAIN DEDICATION		DEFICIT (AC.)
	REQUIRED AC./1000 RESIDENTS	DENSITY - PERSONS /UNIT	# UNITS	N REQ (AC.)	FLOODPLAIN DEDICATIO (AC.)	FLOODPLAIN STORAGE (AC.)	OUTSIDE FLOODPLAIN (AC.)	
LOT 1	6.6	2	258	3.41	3.77	1.88	0.28	1.24
LOT 2	6.6	2	215	2.84	4.28	2.14	0.00	0.70
LOT 3			190					

FEE IN LIEU = (1.24 + 0.7) x \$43,560 = \$84,506.40

PARKLAND DEVELOPMENT FEE = (258 + 215) x \$496 = \$234,608

NOTE: FEE IN LIEU/PARKLAND DEVELOPMENT FEE BOND SHALL BE PROVIDED PRIOR TO PLAT RECORDATION. LOT 3 FEE IN LIEU/PARKLAND DEVELOPMENT FEE TO BE EVALUATED AT THE TIME LOT 3 USE IS DETERMINED DURING THE SITE PLAN STAGE FOR SAID LOT 3. FOR LOT 3, PARKLAND REQUIREMENTS AT THE TIME OF DEVELOPMENT WILL APPLY.

DATE OF PLAT PREPARATION: DECEMBER 4, 2019
DATE OF PLAT SUBMITTAL: DECEMBER 9, 2019

SHEET 1 OF 3

PFLUGERVILLE APARTMENTS
Survey Job No. 50986-01

PFLUGERVILLE FARMS APARTMENTS

A 40.360 ACRE TRACT OF LAND, SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 40.360 ACRE TRACT OF LAND IN DEED TO DIMENSION-RPC STONE HILL, LP, RECORDED IN DOCUMENT NO. 2012171807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 11.259 ACRE TRACT OF LAND IN DEED TO TC/F PFLUGERVILLE, LP, RECORDED IN DOCUMENT NO. 2020059150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PLAT NOTES:

- THIS PLAN LIES WITHIN THE CITY OF PFLUGERVILLE FULL PURPOSE JURISDICTION.
- WATER AND WASTEWATER SHALL BE PROVIDED BY CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
- A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
- EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAN SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1206-15-02-24. THE GRANTOR, DIMENSION RPC STONE HILL INVESTMENTS, 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 APPROVED BY THE CITY.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO 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.
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A.
- THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1179-14-06-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- STORM WATER FACILITIES SHALL BE PROVIDED TO 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, AS AMENDED.
- 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.
- SITE DEVELOPMENT CONSTRUCTION PLANS SHALL REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE, DEVELOPMENT SERVICES, PRIOR TO ANY CONSTRUCTION.
- ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT 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 UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- HIKE AND BIKE TRAILS PROPOSED WITHIN THE PUBLIC PARKLAND WILL BE CONSTRUCTED DURING FIRST PHASE OF DEVELOPMENT.
- THE PLAT IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48453C0280J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS AND IN LOMR 15-06-3658P, EFFECTIVE JUNE 3, 2016 FOR TRAVIS COUNTY, TEXAS.

THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV .

ZONE X (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ZONE AE
NO BASE FLOOD ELEVATIONS DETERMINED.
THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDED ZONES A, AE, AH, AO, AR, A99, V AND VE. THE BASE FLOOD ELEVATIONS.
- 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.
- A SIX FOOT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ALONG THE EXTENT OF THE SUBDIVISION ALONG ALL PUBLIC STREETS AND AS PROVIDED IN THE PFLUGERVILLE FARM PUD (ORD 1396-19-06-11)
- GENERAL LOCATION OF HIKE AND BIKE TRAIL SHOWN MAY HAVE MINOR ADJUSTMENTS DURING SITE PLAN & CONSTRUCTION PHASE.
- BFE'S (BASE FLOOD ELEVATIONS) SHOWN ARE DETERMINED USING ATLAS 14 RAINFALL DATA.
- TIA APPROVED FEBRUARY 3, 2020.
- ALL FUTURE BUILDINGS ARE TO BE 2 FOOT ABOVE THE HIGHEST ADJACENT INTERPOLATED BFE, IDENTIFIED ON THIS PLAT.
- LOTS 4 AND 5 ARE DEDICATED FOR PUBLIC USE.
- REFERENCE PUD ORDINANCE #1396-19-06-11 FOR DEVELOPMENT REGULATIONS ASSOCIATED WITH THE SUBDIVISION.
- THE PRIVATE ROADWAY AND UTILITIES WILL BE CONTAINED WITHIN ACCESS AND UTILITY EASEMENTS. USE AND MAINTENANCE OF THE ROADWAY AND UTILITIES WILL BE SHARED AMONG THE THREE LOT OWNERS.

FIELD NOTES
FOR

A 40.360 ACRE TRACT OF LAND, SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 40.360 ACRE TRACT OF LAND IN DEED TO DIMENSION-RPC STONE HILL, LP, RECORDED IN DOCUMENT NO. 2012171807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 11.259 ACRE TRACT OF LAND IN DEED TO TC/F PFLUGERVILLE, LP, RECORDED IN DOCUMENT NO. 2020059150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 40.360 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING a 1/2" iron rod with cap stamped "Pape-Dawson" found on a point in the westerly right-of-way line of Pfluger Farm Lane (70' right-of-way width), said point being the southeast corner of Lot 19, Block 6, Stone Hill Town Center, Section Two, Phase One, Amending Plat No. 1, a subdivision according to the plat recorded in Document No. 201200040 of said Official Public Records, same being the northeast corner of said 11.259-acre tract, for the northeast corner and POINT OF BEGINNING hereof;

THENCE with the westerly right-of-way line of said Pfluger Farm Lane, same being the easterly boundary line of said 11.259-acre tract and in part with the easterly boundary line of said 40.360 acre tract, S 28°05'07" W for a distance of 1061.33 feet to a 1/2" iron rod with cap stamped "Pape-Dawson" found on a point being the northeast corner of a Remnant Portion of a called 136.450-acre tract of land in deed to Terrell Timmermann, recorded in Document No. 1999104396 of said Official Public Records, same being the southeast corner of said 31.090-acre tract, also being the southeast corner of said 40.36-acre tract, for the southeast corner hereof;

THENCE departing the westerly right-of-way line of said Pfluger Farm Lane, with, in part the northerly boundary line of the Remnant Portion of said 136.450-acre tract and, in part, the northerly boundary line of a Remnant Portion of a called 129.137-acre tract of land in deed to Terrell Timmermann, recorded in Document No. 1999104399 of said Official Public Records, same being the southerly boundary line of said 40.360-acre tract, N 61°54'53" W for a distance of 1652.05 feet to a 1/2" iron rod with cap stamped "Pape-Dawson" found on a point in the southerly boundary line of Lot 24, Block V, Highland Park, Phase D, Section 5, a subdivision according to the plat recorded in Document No. 201400212 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 40.36-acre tract, for the southwest corner hereof;

THENCE departing the northerly boundary line of said Remnant Portion of a 129.137 acre tract, with the southerly boundary line of said Highland Park, Phase D, Section 5, with the southerly boundary line of a called Highland Park, Phase D, Section 6, a subdivision according to the plat recorded in Document No. 201500218 of the Official Public Records of Travis County, Texas, N 27°33'44" E for a distance of 1058.44 feet to a 5/8" iron rod found on a point in the southerly boundary line of Lot 5, Block V, of said Highland Park Phase D, Section 6, same being the southwest corner of Lot 9, Block V, of said Highland Park Phase D, Section 6, said point being the northwest corner of said 40.36-acre tract, for the northwest corner hereof;

THENCE departing the southerly boundary line of said Lot 5, with the southerly boundary line of said Lot 9, same being the northerly boundary line of said 40.360-acre tract, S 62°35'02" E for a distance of 245.16 feet to a 1/2" iron rod with cap stamped "Pape-Dawson" found on a point being the southeast corner of said Lot 9, same being the southwest corner of Lot 24 of the aforementioned Stone Hill Town Center, Section Two, Phase One, Amending Plat No. 1, for an angle point hereof;

THENCE with, in part, the southerly boundary line of said Lot 24 and, in part, the southerly boundary line of the aforementioned Lot 19, same being the northerly boundary line of said 40.36-acre tract and in part with the northerly boundary line of said 11.259-acre tract, S 61°55'05" E for a distance of 1416.56 feet to the POINT OF BEGINNING and containing 40.360 acres of land in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc. under Job No. 50986-01.

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	8.00'	60°00'00"	N31°55'05"W	8.00'	8.38'
C2	68.00'	119°36'37"	N61°43'24"W	117.55'	141.96'
C3	8.00'	64°27'20"	N89°18'02"W	8.53'	9.00'
C4	133.00'	30°31'14"	N41°48'46"W	70.01'	70.85'
C5	118.00'	35°21'57"	N44°14'07"W	71.68'	72.84'
C6	112.00'	9°51'04"	N58°59'33"W	19.23'	19.26'
C7	58.00'	35°21'57"	S44°14'07"E	35.23'	35.80'
C8	193.00'	32°13'52"	S42°40'05"E	107.14'	108.57'
C9	8.00'	57°07'37"	S30°13'12"E	7.65'	7.98'
C10	68.00'	120°15'41"	S61°47'14"E	117.93'	142.73'
C11	8.00'	60°00'00"	N88°04'55"E	8.00'	8.38'
C12	199.00'	62°20'13"	S76°34'16"E	205.99'	216.51'
C13	163.00'	13°00'38"	S31°54'29"E	36.93'	37.01'
C14	241.00'	62°20'13"	S76°34'16"E	249.46'	262.20'
C15	121.00'	8°11'40"	S49°30'00"E	17.29'	17.31'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N16°56'15"E	40.81'
L2	N30°23'23"W	54.45'
L3	N55°28'59"E	30.37'
L4	N17°58'44"E	41.85'
L5	N6°11'11"W	27.43'
L6	N31°10'51"W	43.49'
L7	N41°27'28"E	39.83'
L8	S60°31'24"E	8.37'
L9	N16°40'27"E	19.36'
L10	S18°08'41"W	9.24'
L11	S34°16'37"W	38.42'
L12	N18°05'45"E	9.52'



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10801 N. MoPac Expy. | BLD. 3, STE 200 | AUSTIN, TX 78750 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

FINAL PLAT
OF
PFLUGERVILLE FARMS APARTMENTS

202000161

A 40.360 ACRE TRACT OF LAND, SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 40.360 ACRE TRACT OF LAND IN DEED TO DIMENSION-RPC STONE HILL, LP, RECORDED IN DOCUMENT NO. 2012171807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 11.259 ACRE TRACT OF LAND IN DEED TO TC/F PFLUGERVILLE, LP, RECORDED IN DOCUMENT NO. 2020059150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOWN ALL MEN BY THESE PRESENTS

THAT I, BENEFICK A. RAMSEUR ACTING ON BEHALF OF RPC STONE HILL INVESTMENTS, LP FORMERLY KNOWN AS DIMENSION-RPC STONE HILL, LP, BEING THE OWNER OF THE REMNANT PORTION OF A CALLED 40.360 ACRE TRACT, RECORDED IN DOCUMENT NO. 2012171807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 40.360 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS "PFLUGERVILLE FARMS APARTMENTS" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON,

WITNESS MY HAND, THIS THE 20th DAY OF APRIL, 2020, AD

[Signature]
OWNER: RPC STONE HILL INVESTMENTS, LP
FORMERLY KNOWN AS DIMENSION-RPC STONE HILL, LP
2101 CEDAR SPRINGS ROAD, SUITE 1600
DALLAS, TX 75201

ACKNOWLEDGEMENT:

STATE OF TEXAS Dallas
COUNTY OF Dallas

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BENEFICK A. RAMSEUR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF April, 2020

Renita Ferman
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOWN ALL MEN BY THESE PRESENTS

THAT I, W.T. FIELD, PRESIDENT, ACTING ON BEHALF OF TC/F PFLUGERVILLE, LP, A TEXAS LIMITED PARTNERSHIP, BY GLENWOOD PFLUGERVILLE, LP, A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER, BY GLENWOOD PFLUGERVILLE GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, BEING OWNER OF A CALLED 11.259 ACRE TRACT, RECORDED IN DOCUMENT NO. 2020059150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 11.259 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS "PFLUGERVILLE FARMS APARTMENTS" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON,

WITNESS MY HAND, THIS THE 17th DAY OF APRIL, 2020 AD

OWNER: TC/F PFLUGERVILLE, LP
A TEXAS LIMITED PARTNERSHIP

BY: GLENWOOD PFLUGERVILLE, LP
A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: GLENWOOD PFLUGERVILLE GP, LLC
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: [Signature]
W.T. FIELD, PRESIDENT

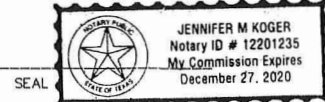
ACKNOWLEDGEMENT:

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED W.T. FIELD KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF APRIL, 2020

Jennifer M Koger
NOTARY PUBLIC, STATE OF TEXAS



ENGINEER'S CERTIFICATION:

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, MAP NUMBER 48453C0280J, DATED AUGUST 18, 2014, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS AND IN LOMR 15-06-3658P, EFFECTIVE JUNE 3, 2016.

I, MARK A. RAMSEUR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HERBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
09/15/2020

MARK A. RAMSEUR
REGISTERED PROFESSIONAL ENGINEER No. 88748
STATE OF TEXAS



SURVEYOR'S CERTIFICATION:

I, VALERIE ZURCHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON.

[Signature]

VALERIE ZURCHER
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6222
STATE OF TEXAS



CITY CERTIFICATION:

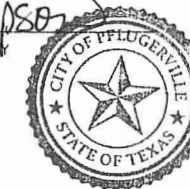
APPROVED THIS 3rd DAY OF February, 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: [Signature]
CHAIR

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

BY: [Signature]
EMILY BARRON PLANNING DIRECTOR

ATTEST:
BY: [Signature]
KAREN THOMPSON, CITY SECRETARY



I, DANA DEBEAUVOIR, CLERK OF THE 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 30th DAY OF July, 2020 A.D. AT 4:14 O'CLOCK P.M. AND DULY RECORD ON THE 30th DAY OF July, 2020 A.D. AT 4:14 O'CLOCK P.M. IN DOCUMENT NUMBER 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 30th DAY OF July, 2020 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: [Signature]
DEPUTY

D. BARTHOLOMEW



PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MoPac Expy. | BLD. 3, STE 200 | AUSTIN, TX 78750 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: DECEMBER 4, 2019
DATE OF PLAT SUBMITTAL: DECEMBER 9, 2019

SHEET 3 OF 3

PFLUGERVILLE FARMS APARTMENTS

Survey Job No. 50986-01

Date: Apr 15, 2020, 8:05am User: V. Zurcher
File: H:\Survey\GVA\50986-01\Plat\Pflugerville Farms\50986-01_Pt_3.dwg

EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN

Exhibit B

PERMANENT POLLUTION ABATEMENT MEASURES MAINTENANCE SCHEDULE AND MAINTENANCE PROCEDURES

This document has been prepared to provide a description and schedule for the performance of maintenance on permanent pollution abatement measures. Maintenance measures to be performed will be dependent on what permanent pollution abatement measures are incorporated into the project. The project specific water pollution abatement plan should be reviewed to determine what permanent pollution abatement measures are incorporated in to a project.

It should also be noted that the timing and procedures presented herein are general guidelines, adjustment to the timing and procedures may have to be made depending on project specific characteristics as well as weather related conditions.

Where a project is occupied by the owner, the owner may provide for maintenance with his own skilled forces or contract for recommended maintenance of Permanent Best Management Practices. Where a project is occupied or leased by a tenant, the owner shall require tenants to contract for such maintenance services either through a lease agreement, property owner's association covenants, or other binding document.

The undersigned understands that it is responsible for maintenance of the Permanent Pollution Abatement Measures included in this project until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property or ownership is transferred.

The undersigned owner has read and understands the requirements of the attached Maintenance Plan and Schedule.

Name

Date

Exhibit B (continued)

INSPECTION AND MAINTENANCE SCHEDULE
FOR
PERMANENT POLLUTION ABATEMENT MEASURES

Recommended Frequency	Tasks to be completed									
	1	2	3	4	5	6	7	8	9	10
After Rainfall			X	X						X
Biannually	X	X	X	X	X	X	X	X	X	X

*At least one biannual inspection must occur during or immediately after a rainfall event.
X - indicates maintenance procedure that applies to this specific site.*

See description of maintenance task to be performed on the following pages. Frequency of maintenance tasks may vary depending on amount of rainfall and other weather-related conditions. A written record should be kept of inspection results and maintenance performed.

Task No. & Description	Included in this project?
1. Pest Management	Yes
2. Mowing	Yes
3. Inspections	Yes
4. Debris and Litter Removal	Yes
5. Erosion Control	Yes
6. Nuisance Control	Yes
7. Sediment Removal	Yes
8. Harvesting	Yes
9. . Discharge Pipe	Yes
10. . Visually Inspect Detention Berm for Damage or Breach	Yes

The owner should provide a report to the City’s Development Services Center by December 31st of each year outlining what inspections and maintenance activities were performed during the previous calendar year.

Exhibit B (continued)

MAINTENANCE PROCEDURES FOR PERMANENT BMPs

Note: Additional guidance can be obtained from TCEQ's Technical Guidance Manual (TGM) RG-348 (2005) Section 3.5.

A written record will be kept of inspection results and maintenance performed.

Detention Pond

A clear commitment is requested to be made to carry out both routine and non-routine maintenance tasks for the detention pond. The nature of the maintenance requirements are outlined below, along with design tips that can help to reduce the maintenance burden.

Routine Maintenance:

1. **Pest Management.** An Integrated Pest Management (IPM) Plan should be developed for vegetated areas. This plan should specify how problem insects and weeds will be controlled with minimal or no use of insecticides and herbicides. A written record should be kept of inspection results and corrective measures taken.
2. **Mowing.** The side-slopes, embankment, and emergency spillway of the basin should be mowed at least twice a year and after each rainfall event to prevent woody growth and control weeds. Vegetation in the basin shall not exceed 18-inches in depth. When vegetation needs to be cut, it shall be cut to an approximately 4-inch height. A written record should be kept of inspection results and maintenance performed.
3. **Inspections.** Detention Pond 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 basin is functioning properly. There are many functions and characteristics of these BMPs that should be inspected. The embankment should be checked for subsidence, erosion, leakage, cracking, and tree growth. The condition of the emergency spillway should be checked. The inlet, barrel, and outlet should be inspected for clogging. The adequacy of upstream and downstream channel erosion protection measures should be checked. Stability of the side slopes should be checked. Modifications to the basin structure and contributing watershed should be evaluated. During semi-annual inspections, replace any dead or displaced vegetation. Replanting of various species of wetland vegetation may be required at first, until a viable mix of species is established. Cracks, voids and undermining should be patched/filled to prevent additional structural damage. Trees and root systems should be removed to prevent growth in cracks and joints that can cause structural damage. The inspections should be carried out with as-built pond plans in hand. A written record should be kept of inspection results and corrective measures taken.
4. **Debris and Litter Removal.** As part of periodic mowing operations and inspections, debris and litter should be removed from the surface of the basin. Particular attention should be paid to floatable debris around the riser, and the outlet should be checked for possible clogging. Removal of debris and trash should be performed twice a year, with at least one biannual inspection occurring during or immediately after a rainfall event. A written record should be kept of inspection results and maintenance performed.

Exhibit B (continued)

5. **Erosion Control.** The basin side slopes, emergency spillway, and embankment all may periodically suffer from slumping and erosion. Corrective measures such as regrading and revegetation may be necessary. Similarly, the riprap protecting the channel near the outlet may need to be repaired or replaced. Inspections to occur biannually, with at least one biannual inspection occurring during or immediately after a rainfall event. A written record should be kept of inspection results and corrective measures taken.
6. **Nuisance Control.** Most public agencies surveyed indicate that control of insects, weeds, odors, and algae may be needed in some ponds. Nuisance control is probably the most frequent maintenance item demanded by local residents. The ponds are not meant to hold water, but in the case there is standing water, design elevations shall be reestablished. Twice a year, the facility should be evaluated in terms of nuisance control (insects, weeds, odors, algae, etc.). Biological control of algae and mosquitoes using fish such as fathead minnows is preferable to chemical applications. A written record should be kept of inspection results and corrective measures taken.
7. **Sediment Removal.** Ponds will eventually accumulate sediment that may significantly reduce storage capacity of the detention pond. As might be expected, the accumulated sediment can reduce both the appearance and pollutant removal performance of the pond. Sediment accumulated in the detention pond should be removed from the facility every two years to prevent accumulation pond. Reestablishing design elevations should occur at least every 20 years, or when accumulation of sediment impairs functioning of the outlet structure. A written record should be kept of inspection results and corrective measures taken.
8. **Harvesting.** If vegetation is present on the fringes or in the pond, it can be periodically harvested and the clippings removed to provide export of nutrients and to prevent the basin from filling with decaying organic matter. Inspections for harvesting should be performed twice a year and after each rainfall event. A written record should be kept of inspection results and maintenance performed.
9. **Discharge Pipe.** The basin discharge pipe shall be checked for accumulation of silt, debris, or other obstructions which could block flow. Soil accumulations, vegetative overgrowth and other blockages should be cleared from the pipe discharge point. Erosion at the point of discharge shall be monitored. If erosion occurs, the addition of rock rubble to disperse the flow should be accomplished. A written record should be kept of inspection results and corrective measures taken.
10. **Visually Inspect Trash or Breach of Berm.** Check pond for trash and garbage. Collect garbage and dispose of properly. Visual inspections to take place within 5 working days of a major rainfall event. Similarly, the pond berm shall be inspected for overtopping or riling. A written record should be kept of inspection results and maintenance performed.

After recording, return to:

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

Attn: Emily Barron