

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DECLARATION OF ACCESS EASEMENT AND UNDERGROUND STORMWATER
DETENTION SYSTEM MAINTENANCE AND INSPECTION COVENANT**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

OWNER: BASTROP INVESTMENT GROUP, LP

**MAILING ADDRESS: 1000 SOUTH BELL BLVD.
CEDAR PARK, TX 78613**

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by City of Pflugerville to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: 4.642 acre tract of land out of the **E. BEBEE Survey No. 5, Abstract 53**, said 4.642 acre tract of land being more particularly by described by metes and bounds in "**Exhibit A**" attached and incorporated herein for all purposes.

For and in consideration herein recited, Declarant (also referred to as "Owner" or "Grantor"), hereby makes this Declaration:

I. Access Easement:

THE OWNER ("Grantor"), for the consideration recited above, does hereby grant, sell and convey unto the **CITY OF PFLUGERVILLE** ("Grantee"), a perpetual, non-exclusive access easement ("Easement") in, over, under, upon and across the Property of Grantor, for the purposes of inspecting Underground Stormwater Detention System Facilities, as defined below, and the right, but not the obligation to maintain said facilities in the event of Owner's failure to maintain the same.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth herein; and Grantor, subject to exceptions to warranty, including any easements, liens, encumbrances, and other matters not subordinated to the Easement and of record in the Real Property Records of the Travis County, Texas that are valid, existing, and affect the Easement as of the date of this declaration, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

II. Underground Stormwater Detention System Maintenance and Inspection Covenant:

RECITALS

WHEREAS, the Owner of the Property and the City of Pflugerville have agreed that in order to ensure perpetual compliance with applicable City of Pflugerville regulations regarding stormwater drainage detention requirements that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration recited above, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this Underground Stormwater Detention System Maintenance and Inspection Covenant (the "Restrictive Covenant"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns. 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.

SPECIFIC COVENANTS AND RESTRICTIONS:

1. Recitals and Definitions Incorporated. The above Recitals, definitions, and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Covenant and Restriction to Inspect, Maintain and Preserve. Owner acknowledges and agrees that development of the Property required adherence to and compliance with specific regulations established by the City of Pflugerville Code of Ordinances, which included a requirement to capture, control and convey stormwater traveling onto and generated by the Property. Owner further acknowledges and agrees that as a condition of development approval and subsequent release of a certificate of occupancy permitting legal occupation of the Property that Owner is required to, and hereby covenants to inspect, maintain and preserve Underground Stormwater Detention System Facilities (the "Facilities") proposed as part of the Owner's development of the Property, as more specifically identified in the site drainage plan attached hereto as **Exhibit B**, which is incorporated herein for all purposes, in accordance with the terms of this Restrictive Covenant.

3. Inspection and Maintenance Obligations. The Owner hereby covenants to provide periodic inspection and maintenance to ensure that the Facilities remain in good, functioning, and safe condition in compliance with all applicable laws and in accordance with the requirements of the City as more specifically detailed in **Exhibit C**, which is attached hereto and incorporated herein for all purposes.

4. Preservation Obligations. The Owner hereby covenants that the Facilities shall be maintained and restricts the use of the Property such that the Facilities shall not be removed, relocated, destroyed, or otherwise disposed of without the express written release of the City. In the event of the Facilities' destruction due to occurrences of Force Majeure outside the reasonable control of the Owner, Owner hereby covenants to repair, replace and/or restore the Facilities to their original condition within sixty (60) days of said destruction.

5. Annual Reporting. Owner further covenants that Owner shall provide an annual report to the City's Development Services Center on or before December 31st of each subsequent year specifically detailing Inspection and Maintenance Obligations undertaken to maintain the Facilities or the occurrence of any event requiring the Owner to perform Preservation Obligations, and the extent of those performed, during the current calendar year.

6. Failure to Maintain or Preserve. The Owner acknowledges and agrees that the Owner is obligated to perform the Inspection and Maintenance Obligations and uphold the Preservation Obligations and, in the event any Owner does not perform the Inspection and Maintenance Obligations or uphold the Preservation Obligations, Owner further agrees: (a) that the City at its option may, but is not obligated to perform the Inspection, Maintenance and Preservation Obligations; (b) to indemnify the City for all City costs necessary to perform the Inspection, Maintenance and Preservation Obligations and/or secure the reimbursement of such costs from Owner, including without limitation, attorney's fees and court costs; and (c) that the City is entitled to a judicially enforceable lien on the Property to secure the payment of all City costs necessary to perform the Inspection, Maintenance and Preservation Obligations or secure reimbursement of such costs from Owner. The City shall also have the right to enforce the Owner's Inspection, Maintenance and Preservation Obligations or secure reimbursement of any costs incurred in any manner provided at law or in equity, including without limitation, through Code Enforcement action to enforce the Development Code requirement upon which this Restrictive Covenant is predicated.

7. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

III. General Provisions:

1. Severability. If any part of this Declaration 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 Declaration shall remain in full effect.

2. Non-Waiver. If at any time the City of Pflugerville fails to enforce this Declaration, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

3. Modification and Amendment. The Restrictive Covenant provided by this Declaration 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. The Easement granted by this Declaration in Section I above may only be modified, amended or terminated upon filing and obtaining approval of an application for modification, partial vacation, or vacation of the Easement in compliance with the requirements of the City of Pflugerville Code or Ordinances, as amended.

4. Governing Law. This Declaration 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.

5. Entire Agreement. This Declaration, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Declaration with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and the exhibits attached hereto. The provisions of this Declaration will be construed as a whole according to their common meaning and not strictly for or against any party.

Executed to be effective on **June 16, 2017.**

DECLARANT/OWNER/GRANTOR:



Yogesh Kumar, Partner
Bastrop Investment Group, LP
1000 South Bell Blvd.
Cedar Park, TX 78613
(512) 773-5661

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

ATTEST:

By: _____
Brandon E. Wade, City Manager

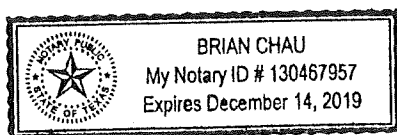
Karen Thompson, City Secretary

Acknowledgement Page Follows.

State of TEXAS §
 §
County of TRAVIS §

Before me, a notary public, on this day personally appeared Yogesh Kumar known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of June, 2017.



Brian Chau
Notary Public's Signature

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 201_, by Brandon E. Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

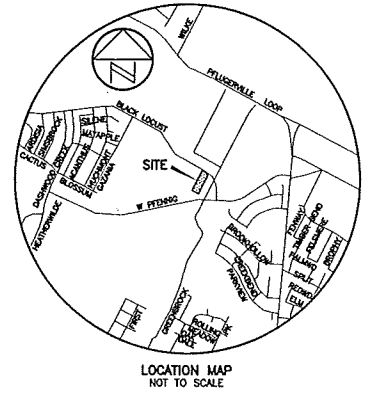
Notary Public Signature

AFTER RECORDING, RETURN TO:

City of Pflugerville
Development Services Center
201-B East Pecan
Pflugerville, Texas 78660

Project Name: _____
Attn.: _____

MINOR FINAL PLAT OF KP BROTHERS SUBDIVISION



- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - ⊙ IRON PIPE FOUND (SIZE NOTED)
 - ⊙ TxDOT TYPE II DISK FOUND
 - CONC. HIGHWAY MON. FOUND
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - B.L. BUILDING LINE
 - () RECORD INFORMATION
 - PROPOSED 6' SIDEWALK

SCALE: 1" = 50'
GRAPHIC SCALE
50 25 0 50

THIS IS A SURFACE DRAWING.
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P117".
4" ALUMINUM DISK SET IN CONCRETE
SURFACE COORDINATES:
N 10140440.65
E 3150658.59
TEXAS STATE PLANE COORDINATES:
N 10139428.74
E 3150543.54
ELEVATION = 723.02'
VERTICAL DATUM: NAVD 88 (GEOID 09)
COMBINED SCALE FACTOR = 0.999900010 (FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000100 (FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0
THETA ANGLE: 1°23'45"

OWNER:
KOREAN METHODIST CHURCH OF AUSTIN
7050 VILLAGE CENTER DR
AUSTIN, TX 78731
ENGINEER:
MOHAMMAD KAMAL, P.E. NO. 88537
MJR ENGINEERING INC.
7593 PINKERTON COURT
PLANO, TEXAS 75025
FIRM# F-9928
(469)544-8150
SURVEYOR:
PAUL L. EASLEY
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
(512)443-1724
LEGAL DESCRIPTION:
4.642 ACRES OF LAND OUT OF THE E. BEBEE SURVEY NO. 5, ABSTRACT NO. 53, IN TRAVIS COUNTY, TEXAS
TOTAL NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 1
LAND USE: NEIGHBORHOOD SERVICES
TOTAL ACRES: 4.642 AC.
ZONING: NS (NEIGHBORHOOD SERVICES)

BENCHMARK INFORMATION:

BM #1: BOX CUT IN INLET, NORTH SIDE OF BLACK LOCUST DRIVE, APPROXIMATELY 70' NORTHEAST FROM THE NORTHWEST CORNER OF THE SUBJECT TRACT
ELEVATION = 730.38'
VERTICAL DATUM: NAVD 88 (GEOID 09)

E. BEBEE SURVEY NO. 5
ABSTRACT NO. 53

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	RECORD CHORD
C1	465.00'	33°26'40"	271.43'	S46°46'39"E	267.59'	(N63°31'11"W 258.18')
C2	535.00'	20°53'15"	195.04'	S53°05'08"E	193.96'	

CARL J. KUEMPEL
37.7019 ACRES

WEST PENDING LANE
(70' R.O.W. WIDTH)

LOT 1
LOGOS BAPTIST CHURCH
SUBDIVISION
(2004228871)

LOT 3
BLOCK B
KUEMPEL TRACT PHASE 3
SECTION FIVE
(200200276)

LOT 2
BLOCK B
KUEMPEL TRACT PHASE 3
SECTION FIVE
(200200276)

LOT 1
BLOCK B
KUEMPEL TRACT PHASE 3
SECTION FIVE
(200200276)

LOT 1
(4.642 ACRES)

LOT 1
EMERALD HEIGHTS SUBDIVISION
(200300173)

CARL J. KUEMPEL ET AL
(2002213973)

BLACK LOCUST DRIVE EAST
(70' R.O.W. WIDTH)
(2001039980)

N63°36'30"W 504.30'
(N63°34'54"W 450.30')

S26°16'29"W 70.00'

N27°47'40"E 112.21'

P.O.B.

N27°48'22"E 808.57'
(N27°48'22"E 808.19')

S27°47'40"W 731.47'
(S27°46'23"W 731.36')

S72°27'40"W 843.85'
(S20°00'00"W 842.98')

JOHN B. BROCK III
3.10 ACRES
(2004190167)

P117
BM#2

N63°31'08"W 513.65'

N63°31'06"W 258.18'
(N63°31'11"W 258.18')

MINOR FINAL PLAT OF KP BROTHERS SUBDIVISION

OWNER'S DEDICATION:

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT KOREAN METHODIST CHURCH OF AUSTIN, BEING THE OWNER OF 4.642 ACRES OF LAND OUT OF THE E. BEBEE SURVEY NO. 5, ABSTRACT NO. 53, IN TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2002213975 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 4.642 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS "KP BROTHERS SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 1 DAY OF September, 2016 A.D.

WILLIAM L. KNOBBLES
7050 VILLAGE CENTER DR
AUSTIN, TX 78731

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 1 DAY OF September, 2016 A.D.

NOTARY PUBLIC'S SIGNATURE

SURVEYOR'S CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, PAUL L. EASLEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON MARKING THE BOUNDARY OF THE PROPOSED SUBDIVISION, 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.

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432 - STATE OF TEXAS
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
TBPIS FIRM NO. 10124500



ENGINEER'S CERTIFICATE:

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48453C02803, DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS.

MOHAMMAD KAMAL, P.E. NO. 88537
MJR ENGINEERING INC.
7593 PINKERTON COURT
PLANO, TEXAS 75025
FIRM# F-9928



METES AND BOUNDS DESCRIPTION:

4.642 ACRES
E. BEBEE SURVEY NO. 5, ABSTRACT NO. 53
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 4.642 ACRES IN THE E. BEBEE SURVEY NO. 5, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT 4.642 ACRE TRACT OF LAND CONVEYED TO KOREAN UNITED METHODIST CHURCH OF AUSTIN BY WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 28, 2002, RECORDED IN DOCUMENT NO. 2002213975 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.642 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the curving southwest right-of-way line of Black Locust Drive (70' R.O.W.), being the south corner of a 0.331 acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated March 18, 2001 and recorded in Document No. 2001039890 of the Official Public Records of Travis County, Texas; and being the west corner of a 2.200 acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated July 31, 2001 and recorded in Document No. 2001133155 of the Official Public Records of Travis County, Texas; and also being the northeast corner of a 3.10 acre tract of land conveyed to John B. Brook III in a Warranty Deed dated September 18, 2004 and recorded in Document No. 2004180187 of the Official Public Records of Travis County, Texas; for the northeast corner hereof from which a 1/2" rebar found for the east corner of the 5.00 acre tract bears North 27°47'40" East a distance of 112.21 feet;

THENCE South 27°47'40" West, along the common line between the said 3.10 acre tract and the herein described tract, a distance of 731.47 feet to a 1/2" rebar with "Chaparral" cap set in the west line of the said 3.10 acre tract, being the northeast corner of the remaining portion of land called 100 acres in a deed to Carl J. Kuempel, dated December 30, 1953 and recorded in Volume 1419, Page 547 of the Deed Records of Travis County, Texas; for the southeast corner hereof, from which a 1/2" rebar found bears North 63°31'06" West a distance of 0.58 feet;

THENCE North 63°31'06" West, along the common line between the said Kuempel tract and the herein described tract, a distance of 258.18 feet to a 1/2" rebar with "Chaparral" cap found in north line of said Kuempel tract, being the southeast corner of Lot 1, Logos Baptist Church Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof, recorded in Document No. 2004228871 of the Official Public Records of Travis County, Texas; for the southwest corner hereof;

THENCE North 27°48'22" East, along the common line between said Lot 1 and the herein described tract, a distance of 808.57 feet to a 1/2" rebar with "Chaparral" cap set in the curving southwest right-of-way line of Black Locust Drive, being the west corner of the said 0.331 acre tract, being the south corner of a 0.207 acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated July 5, 2001 and recorded in Document No. 2001183394 of the Official Public Records of Travis County, Texas; same being the northeast corner of said Lot 1, for the northeast corner hereof, from which a 1/2" rebar found in the southwest right-of-way line of Black Locust Drive, being in the north line of said Lot 1, bears North 63°36'30" West, a distance of 450.30 feet, and from which a 1/2" rebar found in the northeast right-of-way line of Black Locust Drive, being in the southwest line of Lot 1, Emerald Heights Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof, recorded in Document No. 200300173 of the Official Public Records of Travis County, Texas; bears North 26°16'29" East, a distance of 70.00 feet;

THENCE along the southwest right-of-way line of Black Locust Drive, along a curve to the right, having a radius of 485.00 feet, a delta angle of 33°25'40", an arc length of 271.43 feet, and a chord which bears South 46°48'39" East, a distance of 287.59 feet to the POINT OF BEGINNING, containing 4.642 acres of land, more or less.

GENERAL NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE FULL PURPOSE JURISDICTION.
2. WATER AND WASTEWATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
3. A 10 FOOT PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(S).
4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1203-15-02-24. THE GRANTOR [PROPERTY OWNER(S)], 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.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
6. 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.
7. A MINIMUM SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ALONG THE SUBDIVISION SIDE OF BLACK LOCUST DR., AND A MINIMUM 4 (4) FOOT WIDE SIDEWALK SHALL BE PROVIDED ALONG BOTH SIDES OF ANY INTERNAL PRIVATE DRIVE.
8. 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# 1224-09-08-26-8A.
9. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1179-14-08-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
10. THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
11. 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.
12. 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.
13. 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.
14. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE, DEVELOPMENT SERVICES, PRIOR TO ANY CONSTRUCTION.
15. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
16. 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 REPLACING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
17. THE PUBLIC PARKLAND DEDICATION AND PARK DEVELOPMENT FEE APPLICABLE TO RESIDENTIAL DEVELOPMENT ON THE LOT SHALL BE CALCULATED AT THE RATE REQUIRED BY CITY ORDINANCE #1203-15-02-24. THE PARKLAND FEE IN LIEU AND THE PARK DEVELOPMENT FEE FOR 17 UNITS SHALL BE PAID PRIOR TO PLAT RECORDATION. ADDITIONAL UNITS SHALL REQUIRE ADDITIONAL PARKLAND FEE IN LIEU AND PARK DEVELOPMENT FEE, AT THE APPLICABLE RATE IN EFFECT AT THAT TIME, PAID PRIOR TO ISSUANCE OF A BUILDING PERMIT.

CITY CERTIFICATION FOR MINOR PLAT:

APPROVED THIS 7th DAY OF September, 2016, BY THE PLANNING DIRECTOR OF THE CITY OF PFLUGERVILLE, TEXAS ON BEHALF OF THE CITY OF PFLUGERVILLE.

EMLY BARRON, PLANNING DIRECTOR

ATTEST: Karen Thompson
KAREN THOMPSON, CITY SECRETARY



TRAVIS COUNTY CLERK:

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF September, 2016 A.D. AT 2:31 O'CLOCK P. M., PLAT RECORDS OF SAID COUNTY AND STATE AS DOCUMENT NUMBER 201600230, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 8th DAY OF September, 2016 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



DEPUTY: A. MACEDO

FILED FOR RECORD AT 2:31 O'CLOCK P. M., THIS 8th DAY OF September, 2016 A.D.

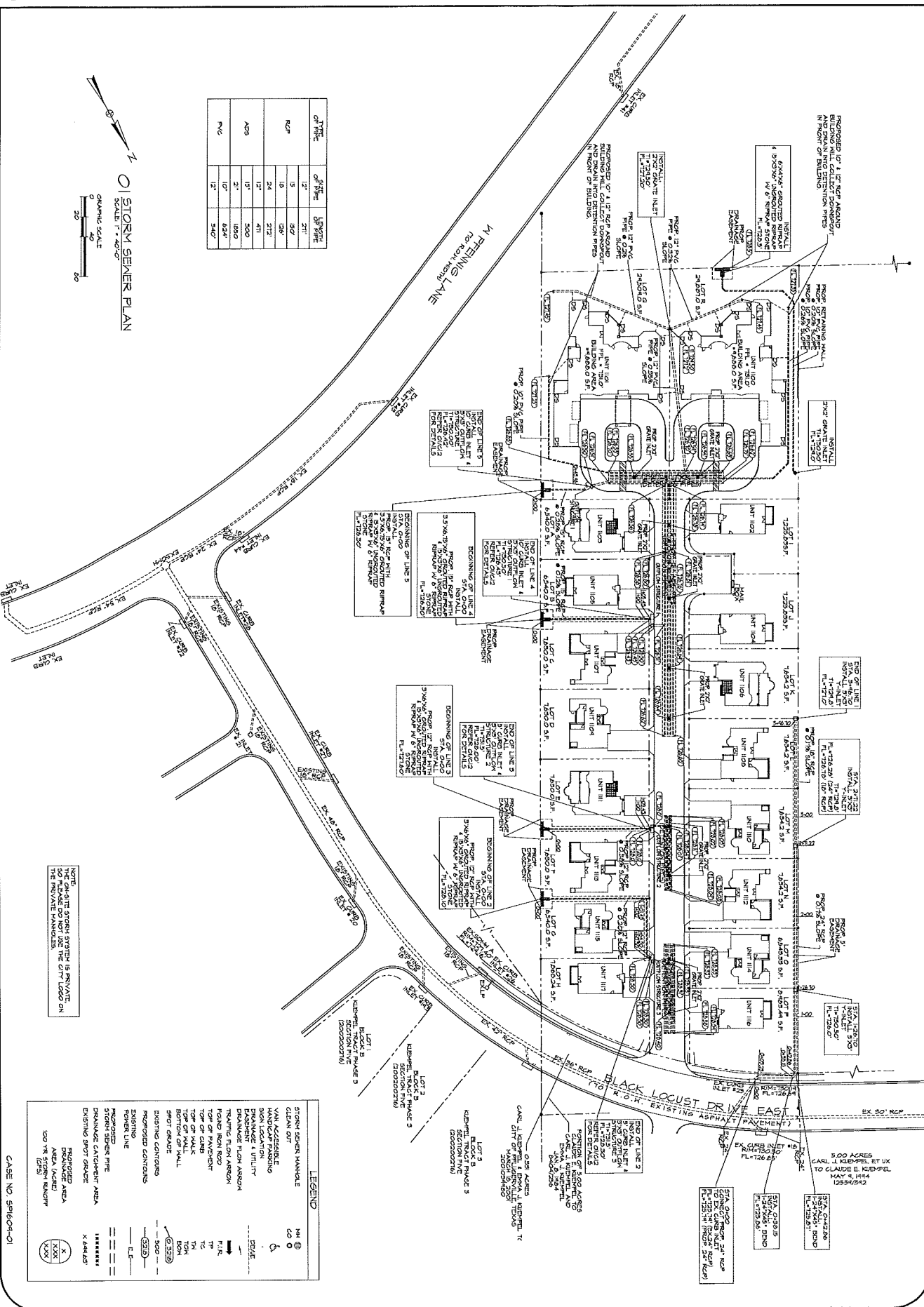
DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY: A. MACEDO



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1203-001
DRAWING NO.:
1203-001-PL1
PLOT DATE:
09/01/2016
PLOT SCALE:
1" = 50'
DRAWN BY:
DWC
SHEET
02 OF 02



MAINTENANCE COVENANT AND AGREEMENT

THIS AGREEMENT, made this 16th day of JUNE, 2017, by and between **BASTROP INVESTMENT GROUP, LP**, as the current owner of the property, hereinafter referred to as the "OWNER(S)" of the property referenced above and City of Pflugerville hereinafter referred to as the "CITY." For the purposes of this document, the term "OWNER(S)" refers to the current owner of the property, its successors, heirs, and assigns as applicable when property ownership changes.

WHEREAS, the Landowner is the owner of certain real property, with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant with the CITY that the OWNER(S) shall perpetually preserve, protect and maintain the underground stormwater detention system shown on the Site Drainage Plan (C7) as approved by the CITY, to ensure that the permanent BMPs are, and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws.
2. The OWNER(S) shall maintain and inspect the underground detention system according to the Maintenance Plan and the Inspection Plan. The Maintenance Plan may not be modified without the CITY's consent.
4. Any maintenance or repair needs identified through inspection shall be performed by the OWNER(S) within 30 days of discovery, or immediately upon notification by the CITY.

OWNER:

Signature: Yogesh Kumar Date: 6/16/2017
Yogesh Kumar, Partner
Bastrop Investment Group, LP
1000 South Bell Blvd.
Cedar Park, TX 78613
(512) 773-5661

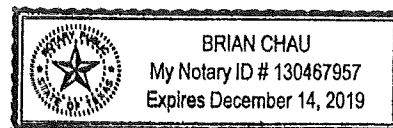
State of **TEXAS**

County of **TRAVIS**

Before me, a notary public, on this day personally appeared Yogesh Kumar known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of June, 2017.

Brian Chau
Notary Public's Signature



DETENTION PIPES - MAINTENANCE PLAN

919 Black Locust Drive E Pflugerville Texas

INTRODUCTION:

Underground detention systems in combination with detention in road paving provide a solution to effectively manage and store storm water runoff utilizing a series of pipes and fittings with multiple grate inlet. As the storm water moves through the detention systems, sediment and debris will tend to settle out of the water and collect within the system. This will require the system to be regularly inspected and cleaned in order for the system to perform as originally designed. Designing a system that is conducive to regular maintenance will allow the system to function efficiently and extend the service life.

SYSTEM ACCESSORIES:

A good maintenance program is just as important as proper design and installation. There are several components that can be incorporated into a system that are conducive to regular maintenance. These components may be used exclusively or in tandem to allow for ease of maintenance.

Risers –Risers are placed within a detention system to provide manned access to key parts of the systems. Risers are typically 24" diameter or larger and are located on the laterals adjacent to the manifolds.

Access points – Inlets locations to be used for water-jetting with hoses used to clean the detention system.

DETENTION SYSTEM MAINTENANCE:

An initial inspection should be performed before the detention system is put into operation. Inspections should be performed every 6 months during the first year of operation. Adjust the inspection interval based on the previous observation of sediment accumulation and if high-water elevation is observed, and in instances in which one would expect higher accumulations of sediment. Inspection is required for all storm events over 1". A record of each inspection is to be maintained for the life of the system and that records/report must be provided to the City of Pflugerville within 10 business days. A system inspection schedule should be developed for each individual system, with the industry standard being a minimum of once per year. Refer below for sample of Maintenance Log. Owners to create a similar log for record keeping of all inspections.

Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/01	6.3 ft.	none		New installation. Fixed point is CI frame at grade	djm
9/24/01		6.2	0.1 ft.	Some grit felt	sm
6/20/03		5.8	0.5 ft.	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	rv
7/7/03	6.3 ft.		0	System jetted and vacuumed	djm

Exhibit C

Cleaning frequency will vary for every 6-12 months and to be determined after each inspection. Cleaning should be done at the discretion of individuals responsible to maintain proper storage and flow. While maintenance can generally be performed year-round, it should be scheduled during a relatively dry season. The following are recommendations of when the system should be cleaned more frequently:

- If the system is experiencing an unusual amount 6-7 cu. ft. of silt and soil build up, the pre-treatment device should be investigated and or cleaned.
- When the outlet stub becomes blocked or flow is impeded with 20% sediment or debris.
- If the system does not drain to the lowest pipe elevation during dry conditions.
- If the system reaches a sediment height between 10 and 20 percent of the pipe diameter, the inspector should consider cleaning.
- If the system reaches a sediment height greater than 20 percent of the pipe diameter, the system should be cleaned at the soonest opportunity.

SYSTEM CLEANING:

The method that will be employed to clean this system will be by using a high-pressure water jet and a vacuum truck. The high-pressure nozzle with rear facing jets is attached to a hose and drug downstream, washing sediment and debris downstream with it. The vacuum truck would then be located on the downstream end and remove the sediment and debris with its vacuum hose. It should be noted that multiple passes of the water jet may be needed to clean the run, dependent on the amount of soil loading. Care needs to be taken to insure damage to the inside liner of the pipe does not occur when removing sediment and debris. Strategically placed risers and access points will make this process as easy as possible.

Before the system is cleaned, the following considerations should be made:

1. The system will be much easier to clean when there is little to no flow into the system and the system does not have any standing water. For this reason, system cleaning should be scheduled around dry weather.
2. Before cleaning begins, all outlet stubs should be blocked off. If this is not done, sediment loading could back up or plug downstream pipelines adding to cleaning expenses. This is also done to prevent any of the debris or pollutants from washing into downstream waterways.
3. When beginning the cleaning process all upstream pipelines and pre-treatment units should be cleaned prior to starting on the detention system.
4. When cleaning the detention system, it is best to start at the highest elevation of the system and work towards the lowest elevation.
5. Stationing the vacuum truck above the downstream manifold and jetting the debris from the laterals to the downstream manifold, provides an effective capture point for the vacuum line.

SAFETY:

Before entering the detention system, ensure all local safety regulations are being followed. Only personnel with appropriate confined space permits and personal protective equipment should be allowed to enter the system.

NOTE:

Semi-annual Inspection reports are due January 31st and July 31st to the City of Pflugerville.

CHECKLIST AND MAINTENANCE GUIDANCE

Location: _____
 Owner Name, Address, Phone: _____
 Date: _____ Time: _____ Site Conditions: _____
 Owner change since last inspection? Yes _____ No _____

General Observations:

Is water flowing? ___Yes ___No Standing water? ___Yes ___No
 Depth: _____ Comments: _____
 Any evidence of obstructions or erosion in vicinity of the pond that could affect performance? ___Yes ___No

Pond Conditions:

Is the system experiencing an unusual amount of silt or soil build up or other activity that could contribute into low performance of the detention pipes? ___Yes ___No
 Is the outlet stub become blocked or flow is impeded with sediment or debris? ___Yes ___No
 Is the system not draining to the lowest pipe elevation during dry conditions? ___Yes ___No
 Is the system reaching a sediment height between 10 and 20 percent of the pipe diameter? ___Yes ___No
 Point of Analysis _____ Invert depth _____ Sediment Depth _____
 Point of Analysis _____ Invert depth _____ Sediment Depth _____
 Point of Analysis _____ Invert depth _____ Sediment Depth _____
 Point of Analysis _____ Invert depth _____ Sediment Depth _____
 Is there accumulation of trash, debris and/or litter to be removed? ___Yes ___No
 ___Removed today ___Will schedule removal

Structural Components:

Are the pipes/inlets going into or out of the pond clogged or obstructed? ___Yes ___No
 Is the outflow structure from the pond functioning appropriately? ___Yes ___No
 Are the detention pipes working properly? ___Yes ___No
 Is the orifice and/or weir obstructed? ___Yes ___No
 Are the outflow structure or detention pipes or other conveyance in need of repair? ___Yes ___No
 Are the frames and covers associated with the outflow structure in appropriate condition? ___Yes ___No

Plan of Action:

If answered **YES** to any of the above, the following is an anticipated Maintenance action list:

Total numbers of concerns: _____
 _____ Need more monitoring (re-visit date _____ identify what will trigger action)

_____ Need routine repair (Schedule for repairs; date of follow-up to re-inspect _____)

_____ Need immediate repair (Take action to correct and contact Owner's Rep) _____

 Signature & Date of Inspector - Title