

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR VILLAGE AT WELLS BRANCH POND MAINTENANCE BETWEEN 1305 WELLS BRANCH LP (“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 Village at Wells Branch 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:

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Karen Thompson, City Secretary

**Exhibit A**  
**Village at Wells Branch 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 1305 Wells Branch LP ("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 ("SWMSPP") 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 SWMSPPs 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.

(f) OWNER acknowledges and agrees that it shall provide an annual report summarizing the inspection and maintenance procedures that occurred during the previous calendar year to the CITY Development Services Center on or before December 31<sup>st</sup> of each calendar year.

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 6<sup>th</sup> day of November, 2020.

OWNER: 1305 Wells Branch LP

Taylor Wilson  
OWNER Signature  
Taylor Wilson / General Partner  
OWNER Print Name/Title

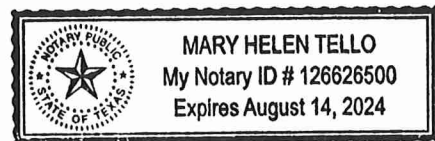
ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Taylor Wilson, OWNER, known to me (or proved to me on the oath of, a credible witness) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of November, 2021.

Mary Helen Tello  
Notary Public, State of TEXAS



**The City of Pflugerville does hereby accept the above described license in accordance with the terms of this Agreement.**

CITY OF PFLUGERVILLE, TEXAS

By: \_\_\_\_\_  
Sereniah Breland, City Manager

ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

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



- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
  2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

**LEGEND:**

O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS  
P.R. PLAT RECORDS OF TRAVIS COUNTY, TEXAS  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
FD. FOUND  
I.R. IRON ROD  
FOUND IRON ROD WITH CAP AS NOTED

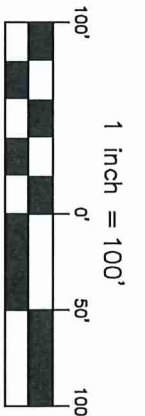
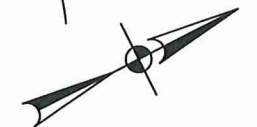


EXHIBIT OF

A 1.045 ACRE OR 45,524 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 35.159 ACRE TRACT OF LAND CONVEYED TO 1305 WELLS BRANCH LP, RECORDED IN DOCUMENT NO. 2020030783 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE ALEXANDER WALTERS SURVEY, SECTION NO. 67, ABSTRACT NO. 791, IN TRAVIS COUNTY, TEXAS.

26  
27 BLOCK T  
GASTON-SHELDON SUBDIVISION  
SECTION FIVE  
DOC. NO. 200300221 (O.P.R.)

N27°39'54"E ~ 298.26'

FD. PUNCHMARK IN CONCRETE

WELLS BRANCH PARKWAY  
(120 RIGHT OF WAY)  
S78°14'55"E ~ 420.84'

FD. I.R. (CHAPARRAL)

ALEXANDER WALTERS SURVEY  
SECTION NO. 67  
ABSTRACT NO. 791

A CALLED 35.159 ACRE TRACT  
OWNER: 1305 WELLS BRANCH LP  
DOC. NO. 2020030783 (O.P.R.)

P.O.C.  
FD. 1/2" I.R.

S62°24'09"E ~ 343.17'

N27°35'51"E  
40.09'

P.O.B.

**1.045 ACRES**  
(45,524 SQUARE FEET)

S72°02'45"E 232.83'

L7

C5

L6

C4

L5

S60°30'01"E ~ 752.55'

S62°24'09"E ~ 1425.58'

BLOCK T

GASTON-SHELDON SUBDIVISION  
SECTION FIVE  
DOC. NO. 200300221 (O.P.R.)

BLOCK Q

LADY ELIZABETH'S LANE  
(60' RIGHT OF WAY)

**PAPE-DAWSON**  
**ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPEC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TAPE FIRM REGISTRATION #470 | TBPUS FIRM REGISTRATION #10028031

SEPTEMBER 24, 2020

JOB No.:

SHEET 1 OF 2  
51128-00

MATCHLINE - SEE SHEET 2 OF 2

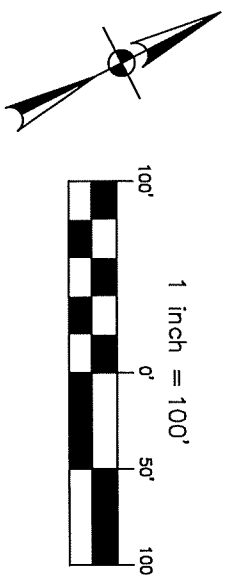


# NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

# LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS  
P.R. PLAT RECORDS OF TRAVIS COUNTY, TEXAS  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
FD. FOUND  
I.R. IRON ROD  
FOUND IRON ROD WITH CAP AS NOTED



## LINE TABLE

LINE	BEARING	LENGTH
L1	N29°42'35"E	71.57'
L2	S24°37'22"W	106.29'
L3	S62°15'39"E	65.86'
L4	S27°37'33"W	44.99'
L5	N62°18'04"W	69.66'
L6	N54°45'06"W	62.88'
L7	N57°05'42"W	175.26'

## CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	24.50'	86°48'17"	N13°41'33"W	33.67'	37.12'
C2	24.50'	78°14'40"	N68°49'55"E	30.92'	33.46'
C3	24.50'	96°40'07"	S23°42'41"E	36.60'	41.34'
C4	24.50'	61°06'31"	N85°18'21"W	24.91'	26.13'
C5	20.50'	2°20'36"	N55°55'24"W	0.84'	0.84'

## EXHIBIT OF

A 1.045 ACRE OR 45,524 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 35.159 ACRE TRACT OF LAND CONVEYED TO 1305 WELLS BRANCH LP, RECORDED IN DOCUMENT NO. 2020030783 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE ALEXANDER WALTERS SURVEY, SECTION NO. 67, ABSTRACT NO. 791, IN TRAVIS COUNTY, TEXAS.

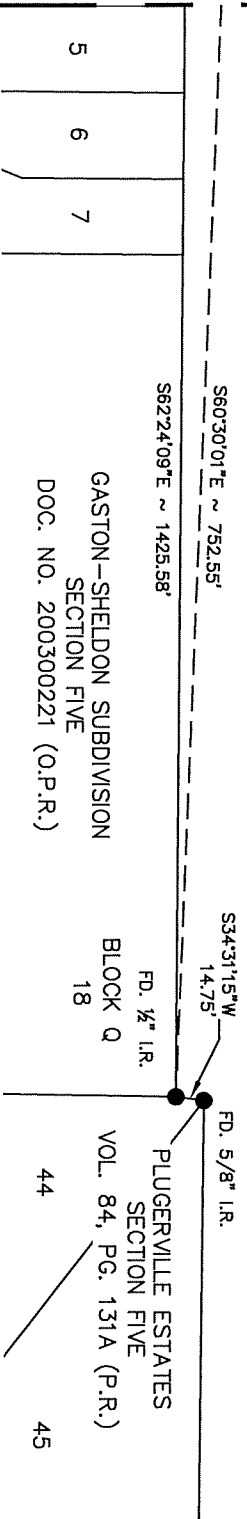
MATCHLINE - SEE SHEET 1 OF 2

## ALEXANDER WALTERS SURVEY

SECTION NO. 67

ABSTRACT NO. 791

A CALLED 35.159 ACRE TRACT  
OWNER: 1305 WELLS BRANCH LP  
DOC. NO. 2020030783 (O.P.R.)



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TBP: FIRM REGISTRATION #470 | TBP: FIRM REGISTRATION #1028801

SEPTEMBER 24, 2020

JOB No.:

SHEET 2 OF 2

51128-00

FIELD NOTES  
FOR

A 1.045 ACRE OR 45,524 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 35.159 ACRE TRACT OF LAND CONVEYED TO 1305 WELLS BRANCH LP, RECORDED IN DOCUMENT NO. 2020030783 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE ALEXANDER WALTERS SURVEY, SECTION NO. 67, ABSTRACT NO. 791, IN TRAVIS COUNTY, TEXAS. SAID 1.045 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**COMMENCING** at a ½" iron rod found at the southwest corner of said 35.159-acre tract, same being the northeast ell corner of Gaston-Sheldon Subdivision, Section 5, a subdivision according to the plat recorded in Document No. 200300221 of the Official Public Records of Travis County, Texas;

**THENCE S 62°24'09" E**, with the south boundary line of said 31.159-acre tract, same being the north boundary line of said Gaston-Sheldon Subdivision, a distance of **343.17 feet** to a calculated point hereof;

**THENCE N 27°35'51" E**, departing the north boundary line of said Gaston-Sheldon Subdivision, through the interior of said 35.159-acre tract, a distance of **40.09 feet** to a calculated point of non-tangent curvature for the southernmost southwest corner and **POINT OF BEGINNING** hereof;

**THENCE** continuing through the interior of said 31.159-acre tract the following thirteen (13) courses and distances:

1. along the arc of a curve to the right, having a **radius of 24.50 feet**, a **central angle of 86°48'17"**, a **chord bearing and distance of N 13°41'33" W, 33.67 feet**, for an **arc length of 37.12 feet** to a calculated point for the westernmost southwest corner and point of non-tangency hereof,
2. **N 29°42'35" E**, a distance of **71.57 feet** to a calculated point of curvature for the westernmost northwest corner hereof,
3. along the arc of a curve to the right, having a **radius of 24.50 feet**, a **central angle of 78°14'40"**, a **chord bearing and distance of N 68°49'55" E, 30.92 feet**, for an **arc length of 33.46 feet** to a calculated point for the northernmost northwest corner hereof,
4. **S 72°02'45" E**, a distance of **232.83 feet** to a calculated point of curvature for the northernmost northeast corner hereof,
5. along the arc of a curve to the right, having a **radius of 24.50 feet**, a **central angle of 96°40'07"**, a **chord bearing and distance of S 23°42'41" E, 36.60 feet**, for an **arc length of 41.34 feet** to a calculated point of tangency for the easternmost northeast corner hereof,
6. **S 24°37'22" W**, a distance of **106.29 feet** to a calculated angle point hereof,



7. **S 62°15'39" E**, a distance of **65.86 feet** to a calculated point for the easternmost corner hereof,
8. **S 27°37'33" W**, a distance of **44.99 feet** to a calculated point for the southernmost southeast corner hereof, from which a  $\frac{1}{2}$ " iron rod found at a southeast corner of said 35.159-acre tract, same being the northeast corner of said Gaston-Sheldon Subdivision, Section 5, also being a point in the west boundary line of Pflugerville Estates, Section Five, a subdivision according to the plat recorded in Volume 84, Page 131A of the Plat Records of Travis County, Texas bears S 60°30'01" E, 752.55 feet;
9. **N 62°18'04" W**, a distance of **69.66 feet** to a calculated point of non-tangent curvature hereof,
10. along the arc of a curve to the right, having a **radius of 24.50 feet**, a **central angle of 61°06'31"**, a **chord bearing and distance of N 85°18'21" W, 24.91 feet**, for an arc length of **26.13 feet** to a calculated point of non-tangency hereof,
11. **N 54°45'06" W**, a distance of **62.88 feet** to a calculated point of curvature hereof
12. along the arc of a curve to the left, having a **radius of 20.50 feet**, a **central angle of 02°20'36"**, a **chord bearing and distance of N 55°55'24" W, 0.84 feet**, for an arc length of **0.84 feet** to a calculated point of tangency hereof, and
13. **N 57°05'42" W**, a distance of **175.26 feet** to the **POINT OF BEGINNING** and containing 1.045 acres in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 51128-00 by Pape-Dawson Engineers, Inc.

DOC.ID.: H:\Survey\CIVIL\51128-01\Easements\Word\FN51128-00\_1.045Ac\_DrainageEsmt.docx

Date: September 24, 2020

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

CITY GRID: 321

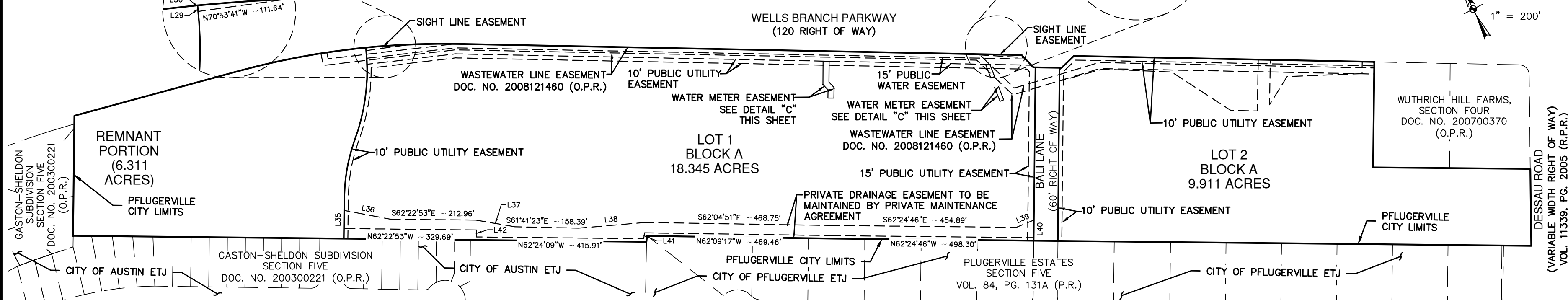
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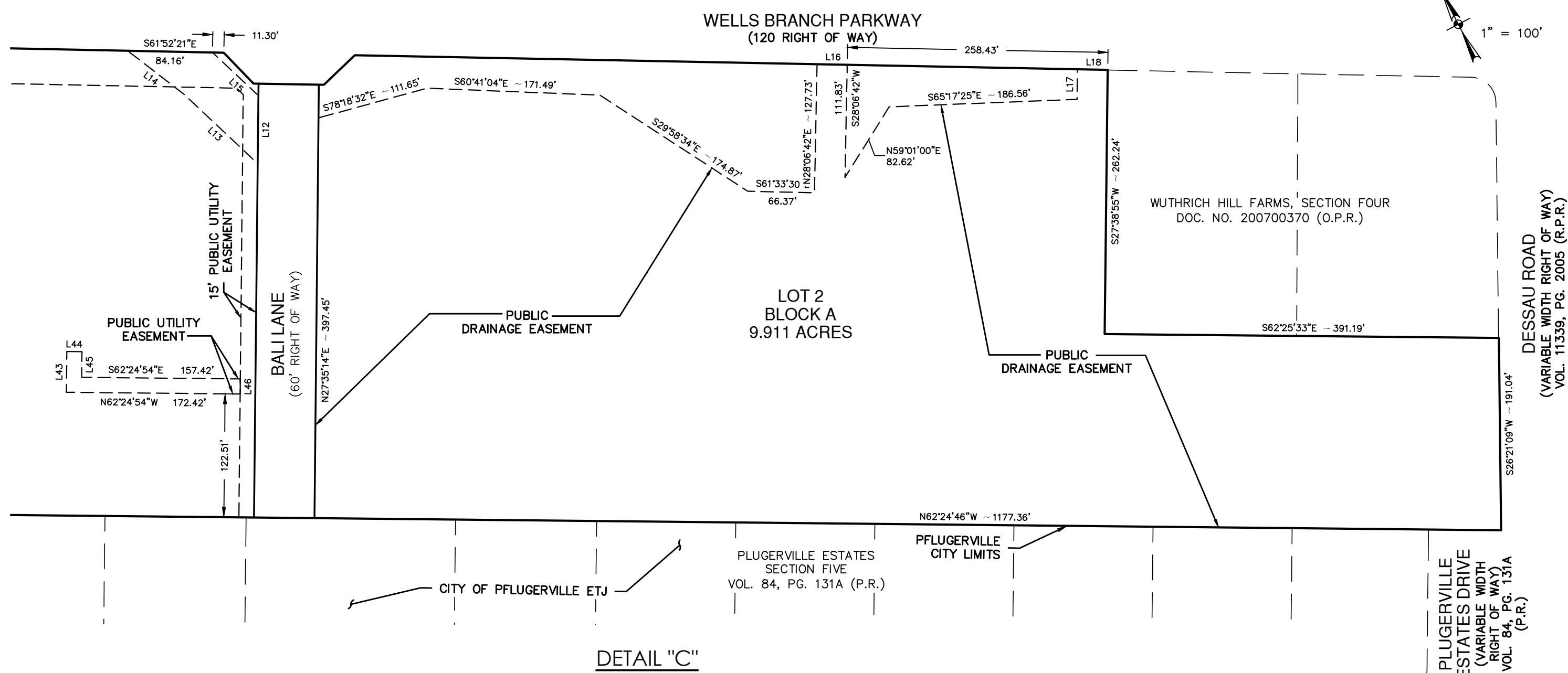
# FINAL PLAT OF VILLAGE AT WELLS BRANCH

A 28.849 ACRE OR 1,256,668 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 35.159 ACRE TRACT OF LAND CONVEYED TO 1305 WELLS BRANCH LP, RECORDED IN DOCUMENT NO. 2020030783 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING SITUATED IN THE ALEXANDER WALTERS SURVEY, SECTION 67, ABSTRACT NO. 791, IN TRAVIS COUNTY, TEXAS.

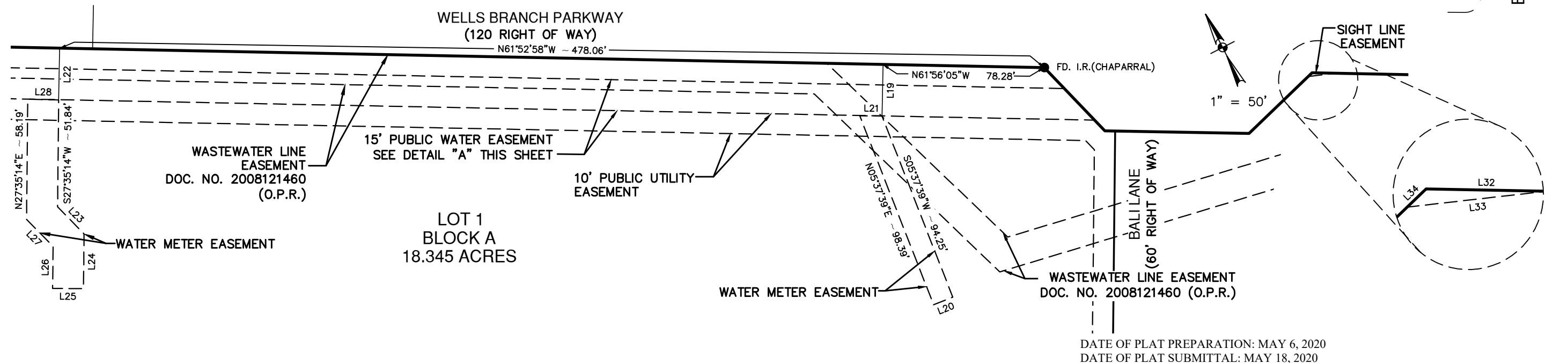
## DETAIL "A"



## DETAIL "B"



## DETAIL "C"



LINE TABLE		
LINE	BEARING	LENGTH
L12	S27°35'14"W	67.63'
L13	N19°42'11"W	100.22'
L14	N25°20'10"W	70.87'
L15	S19°50'53"E	62.49'
L16	S61°53'18"E	30.00'
L17	N27°38'55"E	29.88'
L18	S61°53'18"E	30.00'
L19	S28°07'39"W	25.00'
L20	N84°22'21"W	10.00'
L21	S61°52'21"E	10.82'
L22	S28°07'39"W	25.00'
L23	S17°24'46"E	18.38'
L24	S27°35'14"W	26.54'
L25	N62°24'46"W	15.00'
L26	N27°35'14"E	20.32'
L27	N17°24'46"W	18.38'
L28	S61°52'21"E	15.00'
L29	N21°03'42"E	5.55'

LINE TABLE		
LINE	BEARING	LENGTH
L30	N20°44'36"E	1.98'
L31	S16°46'36"E	8.88'
L32	S61°53'18"E	11.70'
L33	N69°28'54"W	13.63'
L34	N73°11'34"E	2.55'
L35	N27°37'33"E	44.99'
L36	S52°13'44"E	116.25'
L37	S53°23'31"E	98.49'
L38	S67°55'55"E	165.76'
L39	S85°34'03"E	47.15'
L40	S27°35'14"W	43.71'
L41	S34°31'15"W	14.78'
L42	N27°55'56"E	17.36'
L43	N27°35'14"E	40.44'
L44	S62°24'46"E	15.00'
L45	S27°35'14"W	25.44'
L46	S27°35'14"W	15.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C4	1940.00'	3°17'53"	S67°01'48"E	111.65'	111.67'

## LEGEND

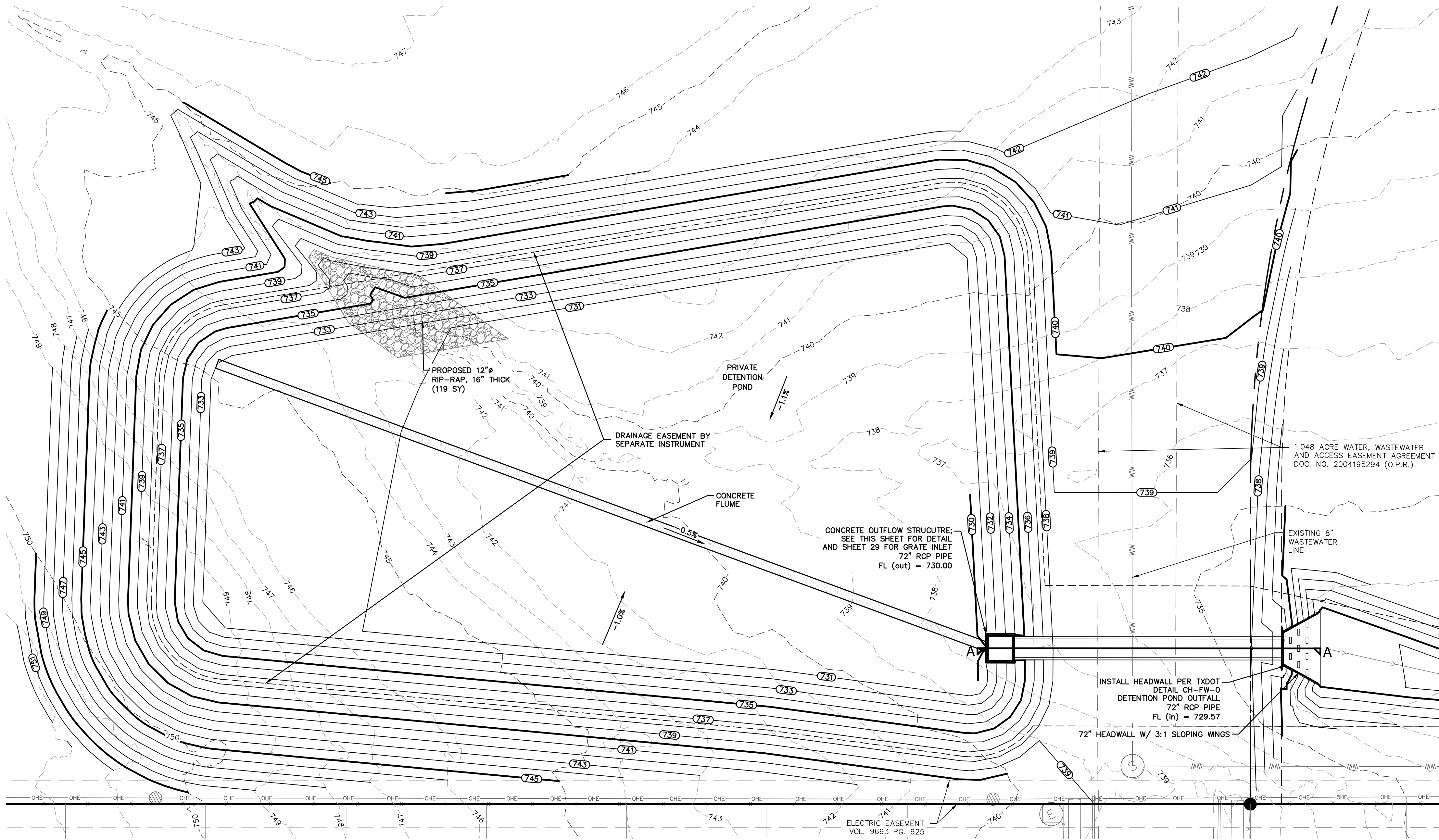
- BL BUILDING SETBACK LINE
- DOC DOCUMENT NUMBER
- OPR OFFICIAL PUBLIC RECORDS OF (INSERT) COUNTY, TEXAS
- PR PLAT RECORDS OF (INSERT) COUNTY, TEXAS
- DR DEED RECORDS OF (INSERT) COUNTY, TEXAS
- FD, I.R. FOUND IRON ROD
- ROW RIGHT OF WAY
- VOL VOLUME
- PG PAGE(S)
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- WWE WASTEWATER EASEMENT
- (SURVEYOR) ● FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 1/2" IRON ROD (PD)
- ..... SIDEWALK



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

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



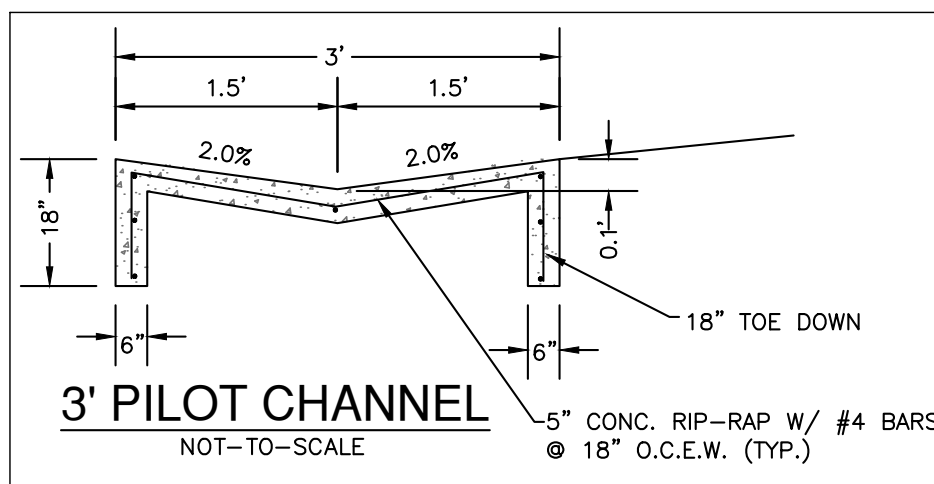


**LEGEND**

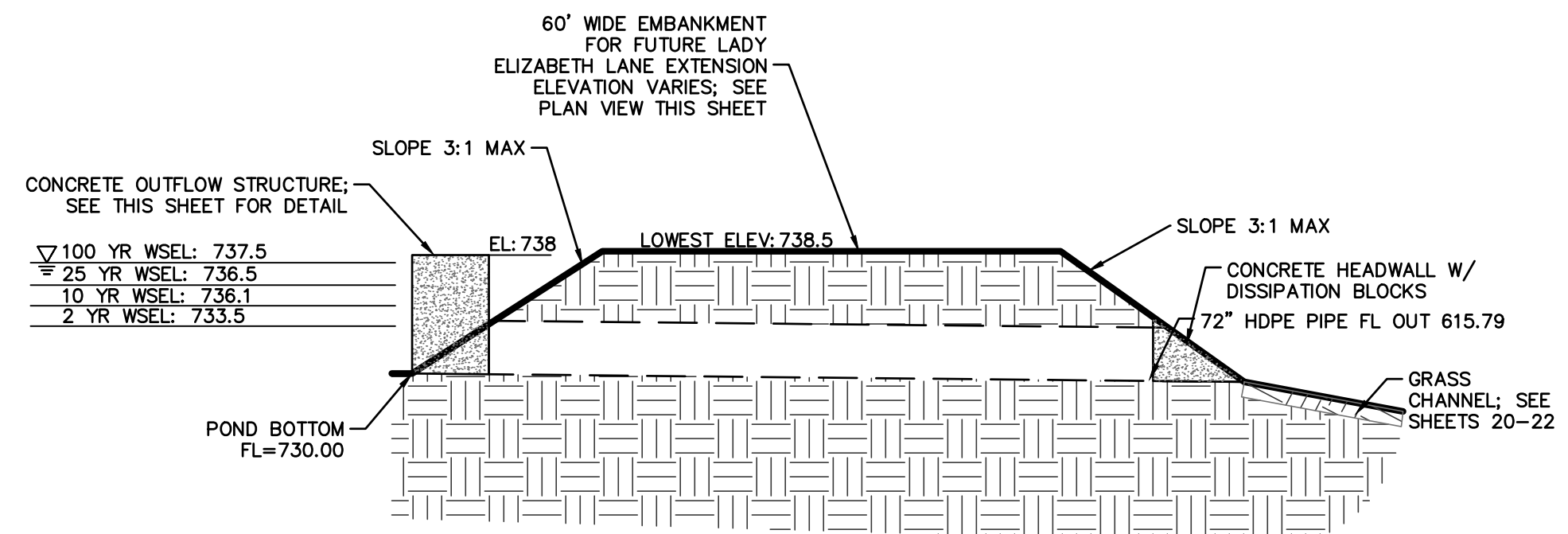
- PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOURS

**NOTES:**  
1. FOR DRAINAGE CALCULATIONS AND ANALYSIS, REFERENCE VILLAGE AT WELLS BRANCH FLOOD STUDY DATED 9/21/2020.

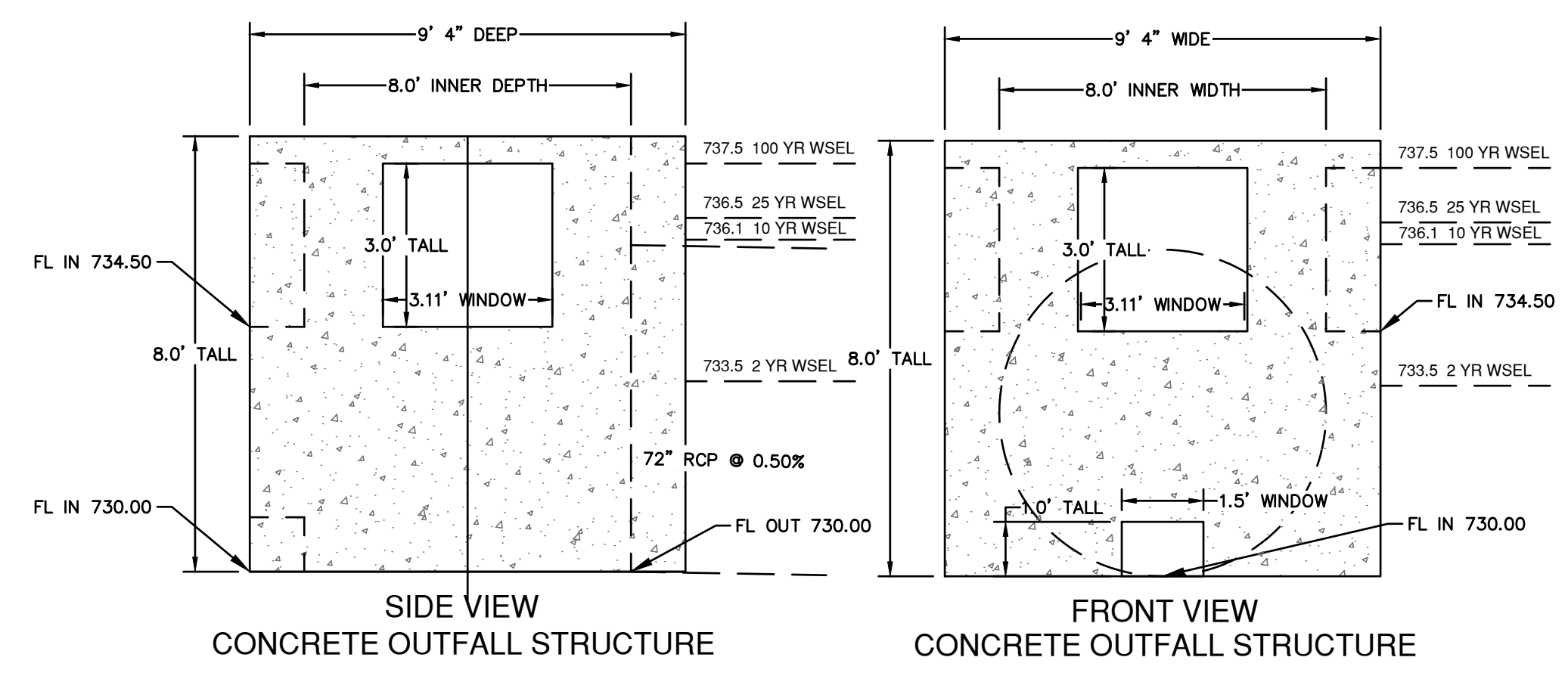
OUTLET RATING TABLE	
Elevation (ft)	Flows (CFS)
730	0
731.0	5.4
732.0	9.1
733.0	11.6
734.0	13.8
735.0	31.2
736.0	79.4
736.5	115.4
737.0	156.6
737.5	187.8



DETENTION POND				
Elev. (ft)	Pr. Area (ft2)	Area (ac)	Incremental Volume (ft3)	Cumulative Volume (ft3)
730	0	0.000000	0	0
731.0	22,590	0.518602	11,295	11,295
732.0	29,638	0.680394	26,114	37,409
733.0	31,829	0.730685	30,733	68,143
734.0	34,164	0.784308	32,997	101,139
735.0	36,496	0.837839	35,330	136,469
736.0	38,885	0.892668	37,690	174,160
737.0	41,330	0.948796	40,107	214,267
737.5	42,573	0.977346	20,976	235,243



**SECTION A-A**  
1" = 20'



Date: Sep 25, 2020, 8:51am User ID: kthomas  
File: H:\Projects\51128\02\391 onsite street & utility\Civil\PD51128-02-391.dwg

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NO. REVISION

DATE

**PAPE-DAWSON**  
**ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
1800 N. MO-PAC EXPY., SUITE 200 | AUSTIN, TX 78758 | 512-654-8711  
TYPE FIRM REGISTRATION #4470 | TYPE FIRM REGISTRATION #10058601

VILLAGE AT WELLS BRANCH  
PUBLIC INFRASTRUCTURE PHASE 1

PFLUGERVILLE, TEXAS  
DETENTION POND PLAN

JOB NO. 51128-02  
DATE AUGUST 2020  
DESIGNER TR  
CHECKED BT DRAWN KT

SHEET 19 OF 34



# VILLAGE AT WELLS BRANCH

## Permanent Pollution Abatement Measures

### 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 owners 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.

  
Signature

09/21/20  
Date

# VILLAGE AT WELLS BRANCH

## Permanent Pollution Abatement Measures

### INSPECTION AND MAINTENANCE SCHEDULE FOR PERMANENT POLLUTION ABATEMENT MEASURES

Recommended Frequency	Task to be Performed													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
After Rainfall			√	√					√					
Biannually*	√	√	√	√	√	√	√	√	√	√	√			

*\*At least one biannual inspection must occur during or immediately after a rainfall event.*

*√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.

<i><b>Task No. &amp; Description</b></i>	<i><b>Included in this project</b></i>	
1. Pest Management	Yes	No
2. Mowing	Yes	No
3. Inspections	Yes	No
4. Debris and Litter Removal	Yes	No
5. Erosion Control	Yes	No
6. Nuisance Control	Yes	No
7. Structural Repairs and Replacement	Yes	No
8. Sediment Removal	Yes	No
9. Harvesting	Yes	No
10. Discharge Pipe	Yes	No
11. Visually Inspect Security Fencing for Damage or Breach	Yes	No

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



# VILLAGE AT WELLS BRANCH

## Permanent Pollution Abatement Measures

### 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.*

#### 3.5.11 Wet Basins

A clear requirement for wet basins is that a firm commitment be made to carry out both routine and non-routine maintenance tasks. The nature of the maintenance requirements are outlined below, along with design tips that can help to reduce the maintenance burden (modified from Young et al., 1996).

##### Routine Maintenance:

- *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.*
- *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.*
- *Inspections.* Wet 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 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



## VILLAGE AT WELLS BRANCH

### Permanent Pollution Abatement Measures

in hand. *A written record should be kept of inspection results and corrective measures taken.*

- *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.*
- *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.*
- *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. If the ponds are properly sized and vegetated, these problems should be rare in wet ponds except under extremely dry weather conditions. 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.*

#### Non-routine maintenance:

- *Structural Repairs and Replacement.* Eventually, the various inlet/outlet and riser works in the wet basin will deteriorate and must be replaced. Some public works experts have estimated that corrugated metal pipe (CMP) has a useful life of about 25 years, while concrete barrels and risers may last from 50 to 75 yr. The actual life depends on the type of soil, pH of runoff, and other factors. Polyvinyl chloride (PVC) pipe is a corrosion resistant alternative to metal and concrete pipes. Local experience typically determines which materials are best suited to the site conditions. Leakage or seepage of water through the embankment can be avoided if the embankment has been constructed of impermeable material, has been compacted, and if anti-seep collars are used around the barrel. Correction of any of these design flaws is difficult. 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.*



## VILLAGE AT WELLS BRANCH

### Permanent Pollution Abatement Measures

- *Sediment Removal.* Wet ponds will eventually accumulate enough sediment to significantly reduce storage capacity of the permanent pool. As might be expected, the accumulated sediment can reduce both the appearance and pollutant removal performance of the pond. Sediment accumulated in the sediment forebay area should be removed from the facility every two years to prevent accumulation in the permanent pool. Dredging of the permanent pool 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.*
- *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.*
- *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.*
- *Visually Inspect Security Fencing for Damage or Breach.* Check maintenance access gates for proper correction. Damage to fencing or gates shall be repaired within 5 working days. *A written record should be kept of inspection results and maintenance performed.*

#### Owner Contact Information:

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Address: 6034 W. Courtyard Dr.  
Suite 288  
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Phone: 512-968-6141