



Case No. SP-2016-0481C

**SUBSURFACE POND MAINTENANCE PLAN**  
**RESTRICTIVE COVENANT**

**OWNER:** JSTrain, LLC, a Texas Limited Liability Company

**MAILING ADDRESS:** 900 Bluebonnet Lane  
Austin, Texas 78704

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

**PROPERTY:** A portion of parcel of land described as Lot 12 Block 1 of the Fredericksburg Road Acre Subdivision according to the map or plat thereof recorded as Volume 3, Page 168 of the Plat Records of Travis County, Texas, and which received legal lot status in City of Austin Case No. C8I-2016-0289 attached and incorporated herein as **Exhibit A**.

A portion of parcel of land described as Lot 12 Block 1 of the Fredericksburg Road Acre Subdivision according to the map or plat thereof recorded as Volume 3, Page 168 of the Plat Records of Travis County, Texas, and which received legal lot status in City of Austin Case No. C8I-2016-0290 attached and incorporated herein as **Exhibit B**.

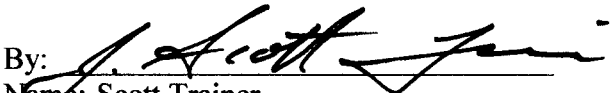
A portion of parcel of land described as Lot 13 Block 1 of the Fredericksburg Road Acre Subdivision according to the map or plat thereof recorded as Volume 3, Page 168 of the Plat Records of Travis County, Texas, and which received legal lot status in City of Austin Case No. C8I-2016-0288 attached and incorporated herein as **Exhibit C**.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this 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.

1. The owner shall comply with the Subsurface Pond Maintenance Plan as approved by the Development Services Department (DSD), and which is attached to the Restrictive Covenant as “**Exhibit D**”, for Site Plan Case No. SP-2016-0481C, as may be amended from time to time by the owner upon approval by the DSD, said Subsurface Pond Maintenance Plan being available for review and inspection in the Office of the DSD in Site Plan Case No. SP-2016-0481C.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant 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.
4. If at any time the City of Austin 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.
5. This agreement may be modified, amended, or terminated only by joint action of the (a) Director of the DSD, and (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination.
6. All citations to the Austin City Code, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

OWNER: JSTrain, LLC  
a Texas Limited Liability Company

By:   
Name: Scott Trainer  
Title: MANAGER

STATE OF Texas §  
COUNTY OF Tarrant §

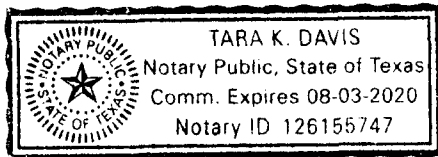
Before me, the undersigned notary, on this day personally appeared Scott Trainer, Manager (title) of JSTrain, LLC, a Texas Limited Liability Company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 18<sup>th</sup> September 2017.


[Seal]

Tara K. Davis

Notary Public, State of Texas



**ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT  
CITY OF AUSTIN**

By:   
Name: David Marguez  
Title: Drainage & Water Quality Reviewed

**APPROVED AS TO FORM:**

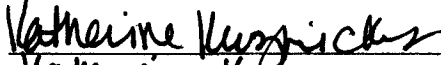
By:   
Name: Katherine Kuznickas  
Assistant City Attorney



EXHIBIT A

**City of Austin  
Development Services Department  
Land Status Determination  
1995 Rule Platting Exception**

**December 06, 2016**

File Number: **C8I-2016-0289**

Address: **1408 W OLTORF ST**

Tax Parcel I.D. **#0401061315**

Tax Map Date: **05/05/2016**

The Development Services Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being **Tract 2: 1.658 acres, more or less, being a portion of Lot 12, Block 1, Fredericksburg Road Acres, A subdivision in Travis County, Texas** in the current deed, recorded on **Jul 31, 2014**, in **Document #2014113524, Travis County Deed Records**. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on **Apr 08, 1959**, in **Volume 2022, Page 167, Travis County Deed Records**. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by **water** service on **Nov 05, 1934**. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

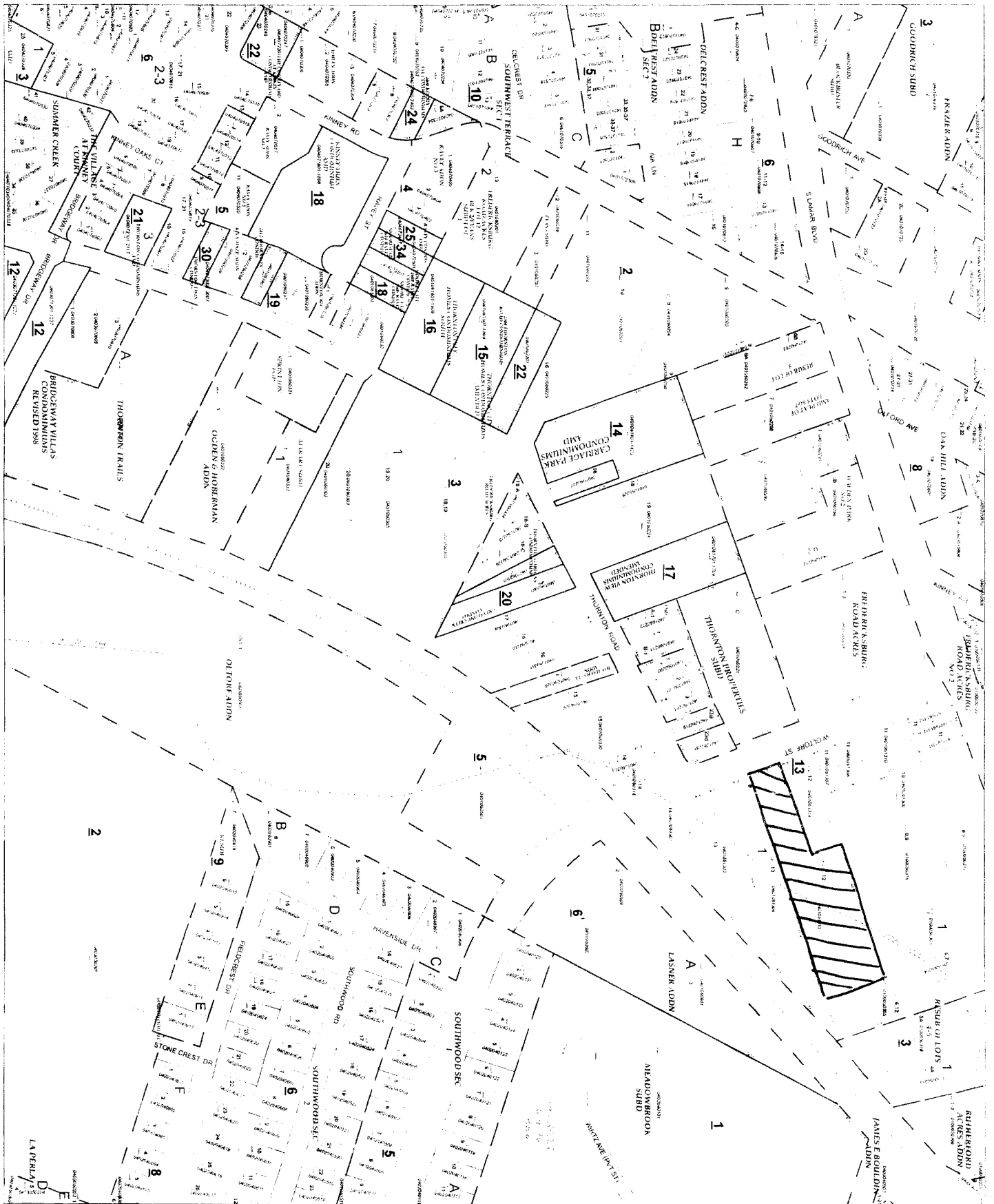
Additional Notes/Conditions:

NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: Michelle Casillas

**Michelle Casillas, Representative of the Director  
Development Services Department**



40106

Revision Date:  
5/5/2016

0 120 Feet

NAD\_1983\_StatePlane  
Texas\_Central\_FIPS\_4203\_Feet  
Projection Lambert\_Conformal\_Conic



This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped date does not constitute a legal document.

**Travis Central Appraisal District**  
 6314 Cross Park Drive P.O. Box 149012  
 Austin, Texas 78754 Austin, Texas 78714  
 Internet Address: [www.traviscad.org](http://www.traviscad.org)  
 Main Telephone Number (512) 834-9317  
 Appraisal Information (512) 834-9316  
 TDD (512) 836-3328



EXHIBIT B

**City of Austin  
Development Services Department  
Land Status Determination  
1995 Rule Platting Exception**

**December 06, 2016**

File Number: **C8I-2016-0290**

Address: **1412 W OLTORF ST**

Tax Parcel I.D. **#0401061314**

Tax Map Date: **05/05/2016**

The Development Services Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being **Tract 3: 0.379 acres, more or less, being a portion of Lot 12, Block 1, Fredericksburg Road Acres, a subdivision in Travis County, Texas** in the current deed, recorded on **Jul 31, 2014**, in **Document #2014113524**, Travis County Deed Records. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on **Apr 14, 1966**, in Volume **3109**, Page **1270**, Travis County Deed Records. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by **water** service on **Nov 05, 1934**. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

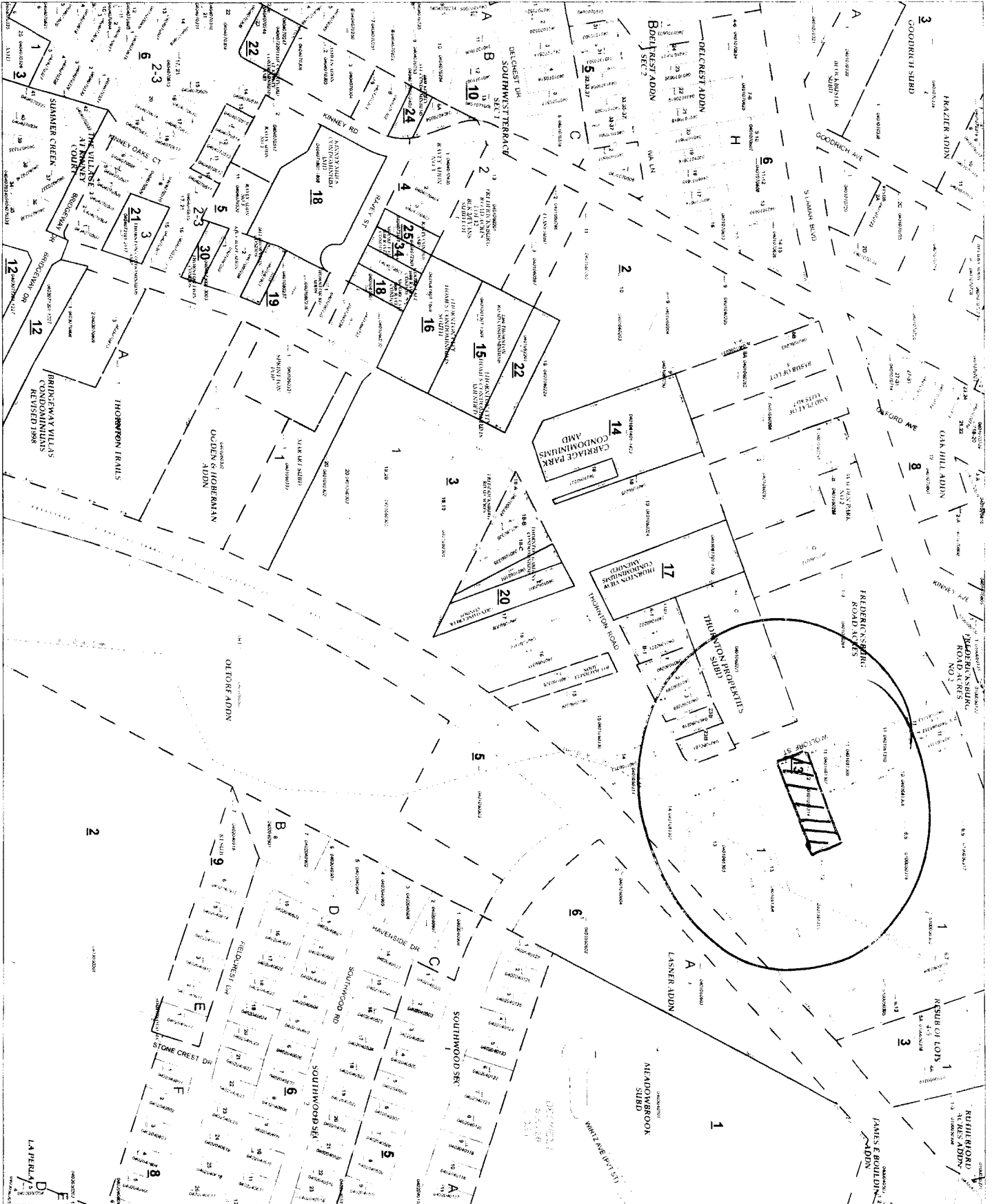
Additional Notes/Conditions:

NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

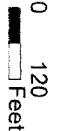
By: Michelle Casillas

**Michelle Casillas, Representative of the Director  
Development Services Department**



40106

Revision Date:  
5/5/2016



NAD\_1983\_StatePlane  
Texas\_Central\_FIPS\_4203\_Feet  
Projection Lambert\_Conformal\_Conic

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**Travis Central Appraisal District**  
8314 Cross Park Drive  
Austin, Texas 78754  
P.O. Box 149012  
Austin, Texas 78714  
Internet Address: [www.traviscad.org](http://www.traviscad.org)  
Main Telephone Number (512) 834-9317  
Appraisal Information (512) 834-9318  
TDD (512) 836-3328





EXHIBIT C

**City of Austin  
Development Services Department  
Land Status Determination  
1995 Rule Platting Exception**

**December 06, 2016**

File Number: **C8I-2016-0288**

Address: **1404 W OLTORF ST**

Tax Parcel I.D. **#0401061304**

Tax Map Date: **05/05/2016**

The Development Services Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being **Tract 1: 1.079 acres, more or less, being portion of Lot 13, Block 1, Fredericksburg Road Acres, a subdivision in Travis County, Texas** in the current deed, recorded on **Jul 31, 2014**, in **Document #2014113524**, Travis County Deed Records. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on **Feb 05, 1945**, in Volume **752**, Page **344**, Travis County Deed Records. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by **water** service on **Oct 10, 1934**. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

Additional Notes/Conditions:

NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: Michelle Casillas

**Michelle Casillas, Representative of the Director  
Development Services Department**



## **EXHIBIT D**

### **SUBSURFACE POND MAINTENANCE PLAN**

This document will serve as your SPM plan. Per the restrictive covenant that accompanies this SPM plan, the owner of the property and their assignees are legally required to comply with this plan. The requirements discussed below should be considered minimum requirements for an on-going maintenance plan. The responsibility of the inspection and maintenance of all subsurface ponds shall be the responsibility of the operator of the facilities.

#### **Access.**

Two 4-foot by 6-foot double leaf access lids with slam locks are to be used as access points to the water quality pond for inspection and maintenance purposes. One access lid is located above the sedimentation basin and one access lid is located above the filtration basin.

#### **Inspections.**

Underground water quality facilities must be inspected at least once every six months and at least once annually during, or immediately following, a significant rainfall event to evaluate facility operation. During each inspection, erosion areas inside and downstream of the underground water quality facility must be identified and repaired immediately. With each inspection, any damage to the structural elements of the system (pipes, concrete drainage structures, retaining walls, etc.) must be identified and repaired immediately. Cracks, voids and undermining should be patched/filled to prevent additional structural damage.

At least once annually, a pond drawdown report for each subsurface pond shall be completed in conjunction with a rainfall event equal to or greater than the design capture depth of the subsurface facility or a test of the pond after being filled by a secondary water source. The drawdown report shall indicate the date and time the pond(s) were observed full and the date and time the ponds were observed to be empty verifying that the sedimentation and filtration chambers both drawdown in the 48 hour time frame, as required by the ECM. At least one inspection shall be done annually by a 3rd party inspector and an annual 3rd party inspection report shall be submitted to Watershed Protection Department (WPD) for review. WPD shall be notified at least seven days prior to the annual 3rd party inspection to allow for the opportunity for observation. The annual 3rd party inspection report shall be sealed by a Texas Professional Engineer, shall include photographs of the sedimentation and filtration chambers, and the drawdown verification report.

#### **Sediment Removal.**

Remove sediment from the inlet structure and sedimentation chamber when sediment buildup reaches a depth of 6 inches or when the proper functioning of inlet and outlet structures is impaired. Sediment should be cleared from the inlet structure at least every year and from the sedimentation basin at least every 5 years.

**Media Replacement.**

Maintenance of the filter media is necessary when the drawdown time exceeds 96 hours provided all other components of the pond are functioning correctly. When this occurs, the upper layer of sand should be removed and replaced with new material meeting the original specifications. If dewatering of the system is necessary due to lack of functionality, ensure dewatering is properly conducted.

**Debris and Litter Removal.**

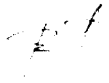
Debris and litter should be removed regularly. Particular attention should be paid to floating debris that can eventually clog the control device or riser.

**Filter Underdrain.**

Clean underdrain piping network to remove any sediment buildup as needed to maintain design drawdown time.

Please feel free to contact me directly with any questions regarding this maintenance plan. I can be reached directly at (512) 439-0400, or by email at [bryant@kbge-eng.com](mailto:bryant@kbge-eng.com).

Sincerely,



Bryant R. Bell, P.E.  
Senior Project Manager

## CONSENT BY LIEN HOLDER

**Date:** September 20, 2017

**Lien Holder:** Thomas P. Lantzsch, TRUSTEE OF LANTZSCH FAMILY TRUST

**Lien Holder Notice Address:** 2625 MIDDLEFIELD RD #820  
PALO ALTO, CA 94306

**Liens:** Deed of Trust dated July 30, 2014, from Grantor to **Basil Mahmoud**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$1,600,000.00**, payable to **Lien Holder**, of record in Document Number **2014113527**, of the Official Public Records of **Travis County**, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Consent by Lien Holder is attached, and consented to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

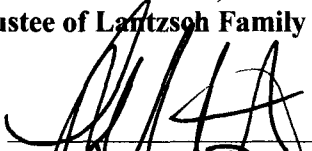
In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**Thomas P. Lantzsch,  
Trustee of Lantzsch Family Trust**

By:   
Name: THOMAS P. LAUTZSCH  
Title: TRUSTEE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared **Thomas P. Lantzsch, Trustee of the Lantzsch Family Trust**, a Trust, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_ 2017.

[Seal]

*See attached*

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

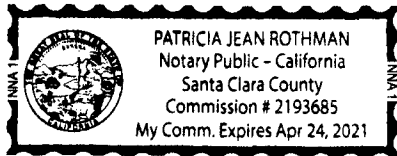
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On 9/20/17 before me, Patricia Jean Rothman  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas Paul Cantzsch  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## CONSENT BY LIEN HOLDER

**Date:** SEPTEMBER 18, 2017

**Lien Holder:** **Deloach Enchanted Forest, LLC, A TEXAS LIMITED LIABILITY COMPANY**

**Lien Holder Notice Address:** 2800 SKYWAY CIRCLE, # 102  
AUSTIN, TX 78704

**Liens:** Deed of Trust dated July 30, 2014, from Grantor to **William D. Brown**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$1,420,000.00**, payable to **Lien Holder**, of record in Document Number **2014113525**, of the Official Public Records of **Travis County, Texas** and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Consent by Lien Holder is attached, and consented to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.



As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**Deloach Enchanted Forest, LLC**  
**A Texas Limited Liability Company**

By: *[Signature]*  
Name: Albert D Deloach  
Title: Manager

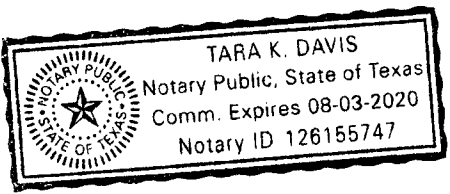
STATE OF Texas §  
COUNTY OF Tarrant §

Before me, the undersigned notary, on this day personally appeared Albert D Deloach Manager of **Deloach Enchanted Forest, LLC**, a Texas Limited Liability Company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 18 September 2017.

[Seal]

*[Signature]*  
Notary Public, State of Texas



**AFTER RECORDING, RETURN TO:**

City of Austin  
Development Services Department  
P.O. Box 1088  
Austin, Texas 78767  
Project Name: **Bouldin Creek Commons**  
Attn: **David Marquez**  
Case No. **SP-2016-0481C**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Oct 13, 2017 09:43 AM 2017164441

WILLIAMSJ: \$94.00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.