



TRV 2014064186
20 PGS

Case No. SP-2013-0144C

SUBSURFACE MAINTENANCE PLAN RESTRICTIVE COVENANT

OWNER: Post South Lamar II, LLC, A Georgia Limited Liability Company

MAILING ADDRESS: 4401 Northside Parkway, Suite 800, Atlanta, Georgia, 30327

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: 3.026 acre tract of land, said 3.026 acre tract of land being more particularly by described by metes and bounds in "Exhibit A" attached and incorporated herein for all purposes.

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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 Water Quality and Detention Pond Plan of record, as approved by the Planning and Development Review Department (PDRD) which is attached to this restrictive covenant as **Exhibit B** for Site Plan Case No. SP-2013-0144C, as may be amended from time to time by the owner upon approval by the PDRD, said Subsurface Water Quality and Detention Pond Plan being available for review and inspection in the Office of the PDRD in Site Plan Case No. SP-2013-0144C.
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 PDRD OF THE CITY OF AUSTIN, 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 shall refer to the Austin City Code of 2001, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

(Remainder of page intentionally left blank)

Post South Lamar II, LLC
Executed to be effective on April 28 .2014.

DECLARANT:

Post South Lamar II, LLC, a Georgia
Limited Liability Company

By: Post Apartment Homes, L.P.,
a Georgia limited partnership,
its sole member

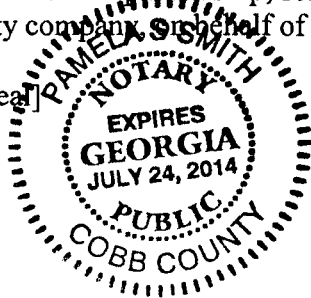
By: Post GP Holdings, Inc.
a Georgia corporation
its sole general partner

By: Sherry W. Cohen
Name: Sherry W. Cohen
Title: Executive Vice President

STATE OF Georgia
COUNTY OF Fulton

This instrument was acknowledged before me on 28 April 2014 by
Sherry W. Cohen E.O.P. of Post GP Holdings,
Inc., a Georgia corporation, sole general partner of Post Apartment Homes, L.P., a
Georgia limited partnership, sole member of Post South Lamar II, LLC, a Georgia limited
liability company, on behalf of said partnership on behalf of said corporation.

[Seal]



Pamela Smith
Notary Public, State of Georgia

ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: *Leslie M. Daniel*
Name: LESLIE M. DANIEL
Title: ENGINEER

APPROVED AS TO FORM:

By: *James M. Williams, Sr.*
Name: JAMES M. WILLIAMS, SR.
Assistant City Attorney



Exhibit A

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**PERIMETER DESCRIPTION
1414 AND 1416 SOUTH LAMAR**

A DESCRIPTION OF 3.026 ACRES OF LAND, BEING A PORTION OF LOTS 9 AND 10, EVERGREEN HEIGHTS, A SUBDIVISION OF RECORD IN BOOK Z, PAGE 614 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 3.026 ACRE TRACT, CONSISTING OF 1.354 ACRE TRACT (TRACT 1), AND A 1.672 ACRE TRACT (TRACT 2) DESCRIBED IN A DEED TO POST SOUTH LAMAR II, LLC, DATED DECEMBER 14, 2012 AND RECORDED IN DOCUMENT NO. 2012211508 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.026 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west right-of-way line of South Lamar Boulevard (right-of-way width varies) (depicted from paving plans provided by the City of Austin, recording information unknown), for the northeast corner of the said 1.354 acre tract, being in the north line of said Lot 9, being also the southeast corner of Lot 18, Block A, South Lamar Square, a subdivision of record in Book 35, Page 22 of the Plat Records of Travis County, Texas;

THENCE with the east line of the 1.354 acre tract, and the west right-of-way line of South Lamar Boulevard, the following two (2) courses and distances:

1. Along a curve to the right, an arc length of 95.94 feet, having a radius of 1860.50 feet and a chord which bears South 36°44'17" West, a distance of 95.93 feet to a Mag nail with Chaparral washer set;
2. South 38°28'59" West, a distance of 101.03 feet to a Mag nail found for the southeast corner of the 1.354 acre tract, being also the northeast corner of Lot 1, Block A, Post Cinco Subdivision, Amended Plat of Lots 1-8 Post Cinco Subdivision, a subdivision of record in Document No. 200800143 of the Official Public Records of Travis County, Texas;

THENCE North 62°26'06" West with the south line of the 1.354 acre tract and the north line of said Lot 1, a distance of 292.19 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of the 1.354 acre tract, being also the southeast corner of the 1.672 acre tract;

THENCE North 62°26'06" West with the south line of the 1.672 acre tract, being also the north line of said Lot 1, Block A, a distance of 376.09 feet to a calculated point (unable to set due to proximity of fence) for the southwest corner of the 1.672 acre tract,

being also the southwest corner of said Lot 9, being the northwest corner of Lot 1, Block A, and being in the east line of Lot 9 of Cinco, a subdivision of record in Book 62, Page 43 of the Plat Records of Travis County, Texas;

THENCE North 25°57'23" East with the west line of the 1.672 acre tract, being also the west line of Lot 9 of said Evergreen Heights and the east line of Lot 9 of said Cinco, a distance of 9.61 feet to a calculated point (unable to set due to proximity of fence) for the northeast corner of Lot 9 of Cinco, being also the southeast corner of Ashton Green Condominiums, a condominium project in Travis County, Texas, of record in Volume 8884, Page 735 of the Deed Records of Travis County, Texas;

THENCE North 27°56'45" East with the west line of the 1.672 acre tract, being also the west line of Lot 9 of said Evergreen Heights, and the east line of the said Ashton Green Condominiums, a distance of 180.75 feet to a 1/2" iron pipe found for the northwest corner of the 1.672 acre tract, being also the northwest corner of Lot 9 of said Evergreen Heights, being also the southwest corner of Lot 2, Third Resubdivision South Lamar Square, a subdivision of record in Book 45, Page 9 of the Plat Records of Travis County, Texas;

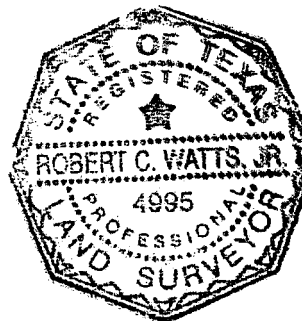
THENCE South 62°43'32" East with the north line of the 1.672 acre tract, the north line of Lot 9 of said Evergreen Heights, the south line of Lot 2, Third Resubdivision South Lamar Square, the south line of said South Lamar Square, a distance of 384.90 feet to a 1/2" rebar found for the northeast corner of the 1.672 acre tract, being also the northwest corner of the 1.354 acre tract;

THENCE South 62°43'32" East with the north line of the 1.354 acre tract, being also the north line of Lot 9 of said Evergreen Heights, the south line of said South Lamar Square, and the south line of Lot 17-A, Resubdivision of Lots 17, 20, 21 and 22, Block A, South Lamar Square, a subdivision of record in Book 39, Page 29 of the Plat Records of Travis County, Texas, a distance of 316.89 feet to the **POINT OF BEGINNING**, and containing 3.026 acres of land, more or less.

Surveyed on the ground, September 8, 2012. Bearing Basis: Grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 229-011-T11(2013).



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



9-6-13

FIELD NOTES REVIEWED

By Charles Daniel Date 04-23-2014

Engineering Support Section
Department of Public Works
and Transportation

Exhibit B

SUBSURFACE WATER QUALITY AND DETENTION POND MAINTENANCE PLAN AUSTIN, TRAVIS COUNTY, TEXAS

NORMAL INSPECTION AND MAINTENANCE

Normal inspection and maintenance activities will follow the procedures outlined in this document. The procedures are summarized in a table towards the end of the document. The requirements discussed below should be considered the minimum requirements for a Subsurface Pond Maintenance plan. During the course of inspections and field observations, adjustments to the SPM may be required. The plan may be amended with the submission of additional or amended parts of the plan and approval by the Director of WPD or Planning and Development Review Department (PDRD).

- *Access:* Adequate access including at least one temporary staging area for each subsurface pond must be provided.
- *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 time frames 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.

- *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.
- *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.
- *Filter Underdrain:* Clean underdrain piping network to remove any sediment buildup as needed to maintain design drawdown time.
- *Responsibility:* The responsibility of the inspection and maintenance of all subsurface ponds shall be the responsibility of the operator of the facilities.

Major Maintenance Requirements

1. Sedimentation and Filtration

- a. Silt should be removed when the accumulation exceeds six (6) inches in sediment basins without sediment traps. In basins with sediment traps, removal of silt shall occur when the accumulation exceeds four (4) inches in the basins, and the sediment traps shall be cleaned when full. Following silt removal the design depth of the filtration media must be verified.
- b. Accumulated paper, trash and debris should be removed every six (6) months or more often as necessary to maintain proper orientation.
- c. The basin shall be inspected annually and repairs shall be made if necessary.
- d. Corrective maintenance is required at any time a sedimentation basin does not drain the equivalent of the Water Quality Volume within sixty (60) hours (i.e., no standing water is allowed).
- e. Corrective maintenance is required at any time the sediment trap in a sedimentation basin does not drain completely within ninety-six (96) hours. (i.e., no standing water is allowed).
- f. To limit erosion, no unvegetated area shall exceed 10 square feet.
- g. Structural integrity of basins shall be maintained at all times.
- h. Walls, columns, and other structural members shall be inspected at least twice a year.

2. Detention Basins:

- a. Accumulated paper, trash and debris should be removed every six (6) months or necessary.
- b. Corrective maintenance is required at any time draw-down does not occur within the twenty-four (24) hours.
- c. The basin should be inspected annually and repairs should be made if necessary.
- d. In detention basins, silt shall be removed and the basin restored to original lines and grades when standing water conditions occur or the basin storage volume is reduced by more than 10%.
- e. To limit erosion, no unvegetated area shall exceed 10 square feet.
- f. Structural integrity of basins shall be maintained at all times. Walls, columns, and other structural members shall be inspected at least twice a year.

3. Pump and Wet Well

Pump systems must be inspected or tested a minimum of six (6) times per year to show all components are operating as intended. Two (2) of these six (6) inspections should be after rain events to ensure that the system and all of its components perform as designed. This includes controls such as delays, valves, alarm system, or other components as specified in the system design. All inspection and testing reports must be kept on site and accessible to the City of Austin. Pumps shall be manufactured by Barnes, Series 4SHD, or equal. Pump information and the operations and maintenance manual shall be included in the maintenance plan as **Exhibit A**.

WATER QUALITY AND DETENTION POND INSPECTION & MAINTENANCE CHECKLIST

ITEM	FREQUENCY	LOOK FOR	PERFORM ACTION
Inspection	Twice per year; after 2" of rainfall	General condition, trash, sediment, vegetation, drainage	Correct deficiencies per the following line items
Trash	With inspection or other maintenance	Trash, debris, floatables	Remove and properly dispose
Sediment	Once per year; when 6" has accumulated	Accumulated sediment at inlet and outlet of the pond and splitter box	Remove accumulated sediment and restore to initial condition
Erosion	As needed	Gullies, washouts, grade to drain, ponding	Restore to initial grade
Gabions	With inspection or other maintenance	Wash outs, migration	Replace gabions to initial conditions
Drawdown inlet, System piping, and outfalls	Once per year; as needed	Damage, clogging, lengthy drawdown	Repair any damage. Ensure the drawdown inlet and piping is free of debris. Clean out pipes as necessary.
Irrigation system and Pumps	6 times per year; 2 times during or following rain event	Damage, clogging, poor condition, sediment build up.	Remove sediment build up in wet well. Replace pumps if not functioning.
General Condition	As needed	Damage, poor condition, function	Repair any damage and replace any non functioning items. Check infrastructure and correct or monitor items in poor condition. Add maintenance and inspection as necessary for recurring deficiencies.

WATER QUALITY AND DETENTION POND INSPECTION & MAINTENANCE CHECKLIST

Item	Frequency	Look for	Perform Action
INITIAL INSTALLATION OR DURING CONSTRUCTION			
Inspection	Four times per year; after 1.25" of rainfall	Normal Inspection & Maintenance Activities	After the system is first installed inspection frequency will be increased to four times per year for the first year of operation. Anytime construction is occurring in a basin that drains to the subject water quality control, inspection frequency will also be increased to four times per year. The Normal Inspection & Maintenance Activities will be used as the guidelines, with a particular focus on damage and sediment accumulation.
FUEL, OIL, OR OTHER CHEMICAL SPILLS			
Clean up	Immediately after spill	Spilled fuel, oil or other chemicals	Clean up and properly dispose of all spilled material in compliance with Federal, State, and Local regulations. Replace or repair any damaged water quality control infrastructure.
Inspection	After spill clean up	Normal Inspection & Maintenance Activities	After the clean up is complete, a full inspection shall be performed with a focus on the items that may be harmed by the spilled material (e.g. – rubber due to hydrocarbon exposure, etc.).

WATER QUALITY AND DETENTION POND INSPECTION & MAINTENANCE CHECKLIST

WQC: _____ Inspection/Maintenance Date: _____

Event that triggered inspection/maintenance: _____

GENERAL SEDIMENTATION FILTRATION POND

Inspection Items

- Y / N _____ Trash and debris present in the pond and splitter box
- _____ Maximum depth of sediment in the Sedimentation Filtration Pond
- _____ Maximum depth of sediment in the Splitter Box
- Y / N _____ Erosion issues (gullies, washouts, grading, ponding) present
- Y / N _____ Structural integrity of columns, walls, and other structural members
- Y / N _____ Rip-rap issues (wash out, migration)
- Y / N _____ Drawdown inlet damage, outfall structures
- Y / N _____ Drawdown or system piping clogging or drawdown > 72 hours
- Y / N _____ Pumps functioning properly

Other items noted: _____

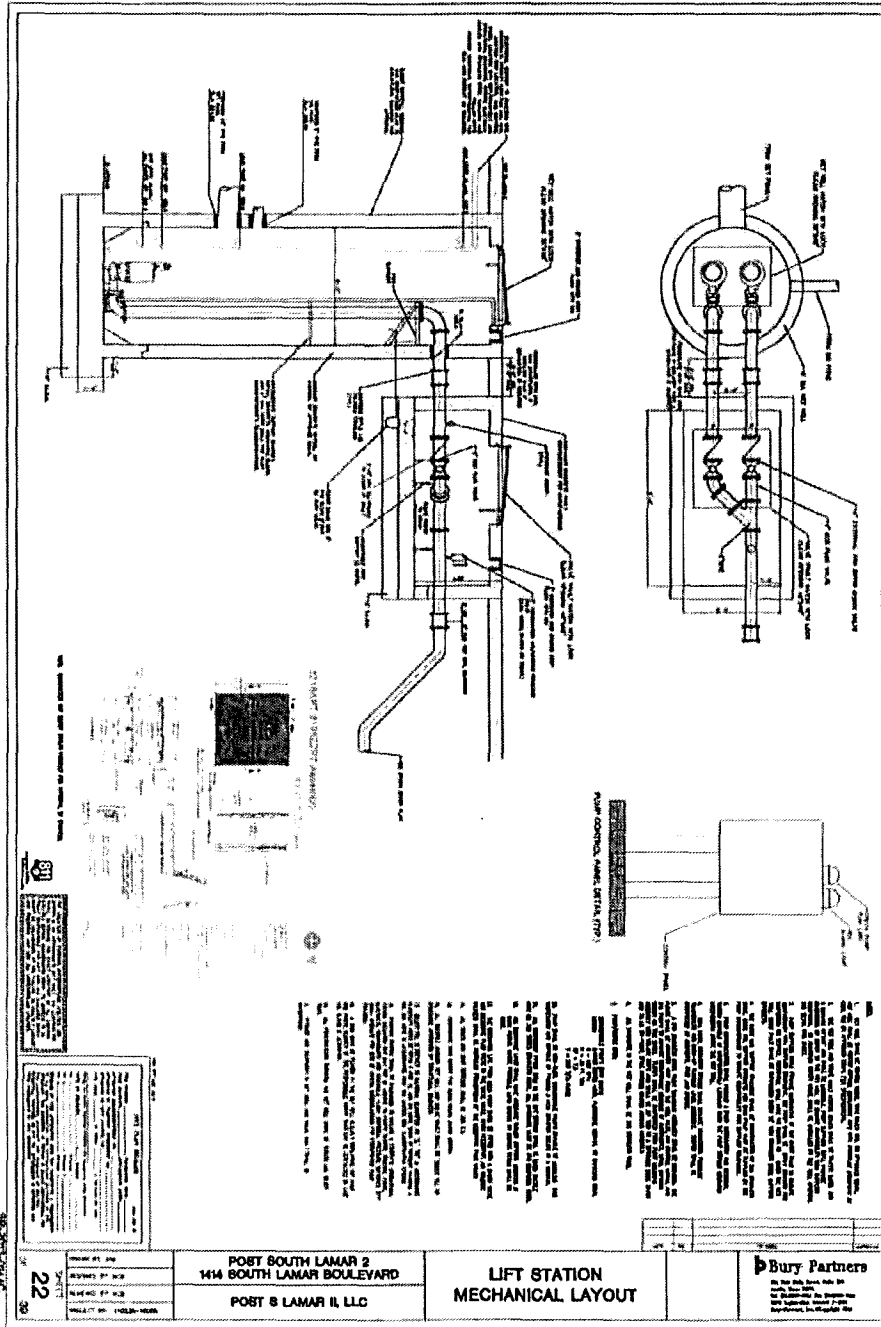
Action Items

- Y / N _____ Trash and debris removed
- Y / N _____ Sediment removed from Basin inlet, outlet and splitter box
- Y / N _____ Sediment removed from remainder of Basin
- Y / N _____ Repairs to columns, walls, and other structural members
- Y / N _____ Drawdown inlet damage repaired
- Y / N _____ Drawdown device, outfall structure or system piping cleaned out

Other maintenance performed: _____

EXHIBIT A to EXHIBIT B

Facilities and Operations and Maintenance Manuals



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PROJECT NO. 100-1000000000
 SHEET NO. 22
 DATE: 10/15/10

POST SOUTH LAMAR 2
 1414 SOUTH LAMAR BOULEVARD
 POST S LAMAR II, LLC

LIFT STATION
 MECHANICAL LAYOUT

Bury Partners
 10000 10th Street, Suite 100
 Dallas, Texas 75243
 Phone: 972.440.1000
 Fax: 972.440.1001
 www.burypartners.com

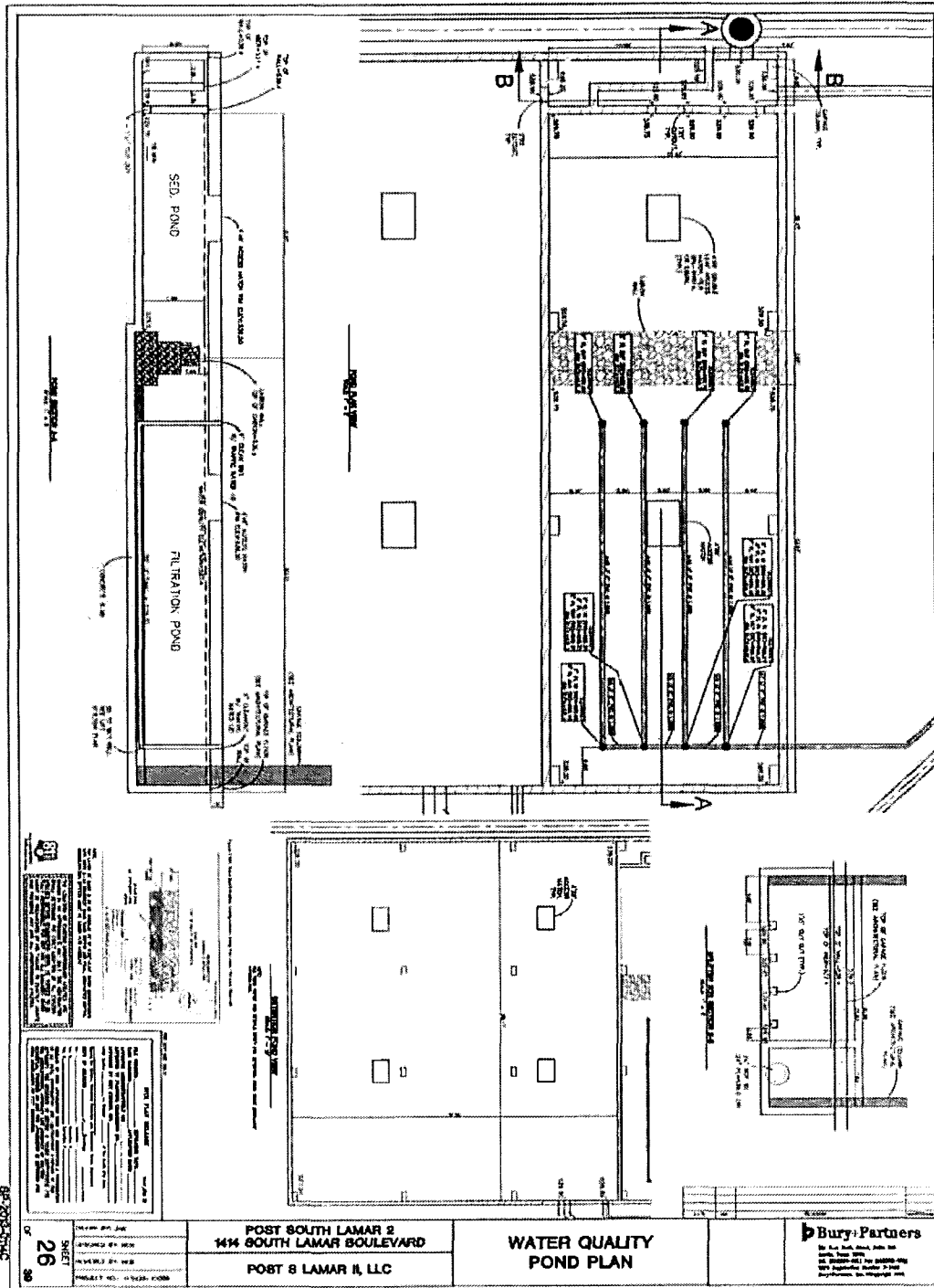


Exhibit A - 10

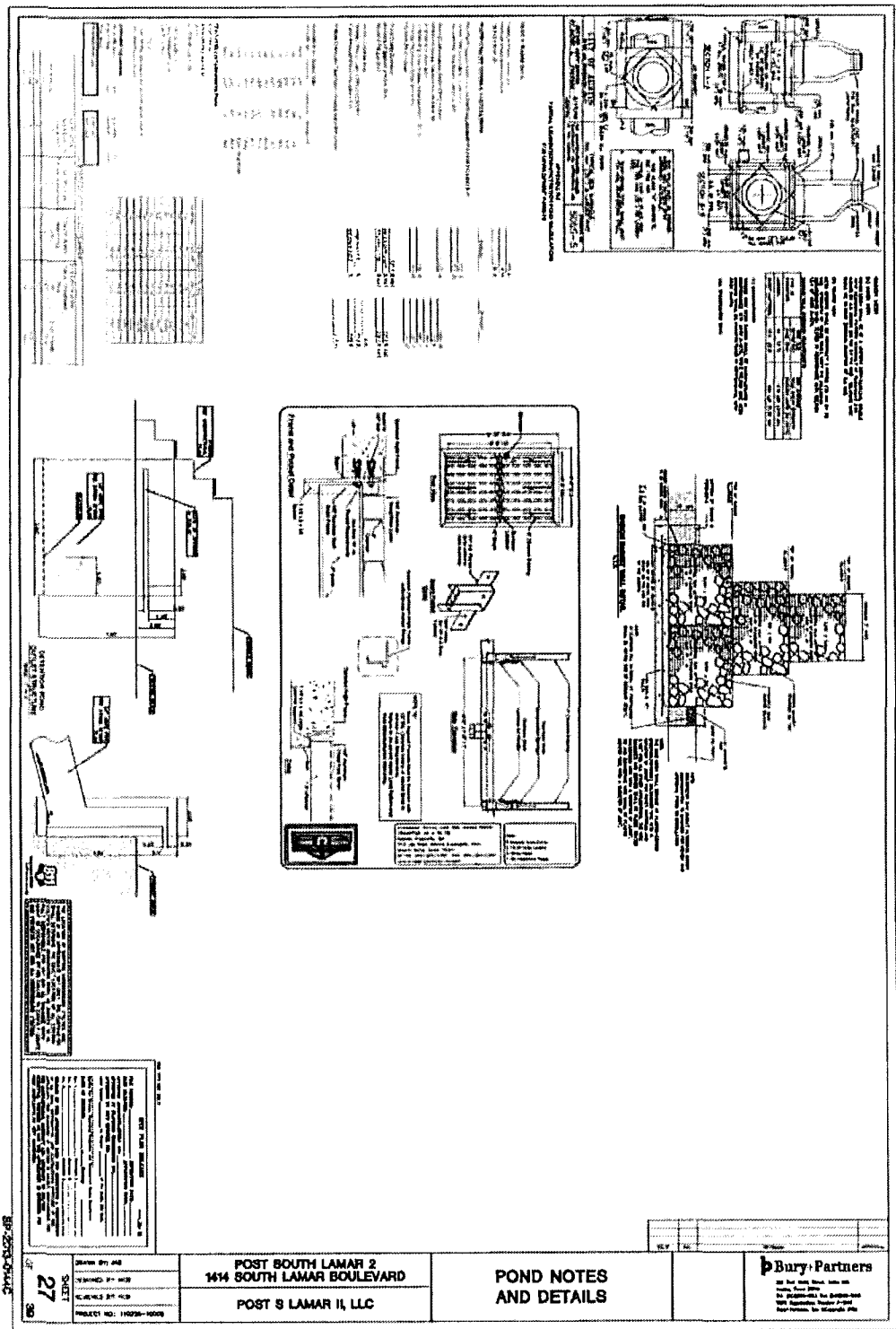


Exhibit A - 11

AFFIDAVIT AS TO DEBTS, LIENS, AND OCCUPANCIES
[OWNERSHIP TYPE - ENTITY]

Date: 28 April 2014

Affiant: Sherry W. Cohen

Affiant Title: Executive Vice President of Post GP Holdings, Inc., a Georgia corporation, sole general partner of Post Apartment Homes, L.P., a Georgia limited partnership, sole member of Post South Lamar II, LLC, a Georgia limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit as to Debts, Liens, and Occupancies is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full or will be paid in full in the ordinary course of business and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;
5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

Executed effective the Date first above stated.

POST SOUTH LAMAR II, LLC,
a Georgia limited liability company

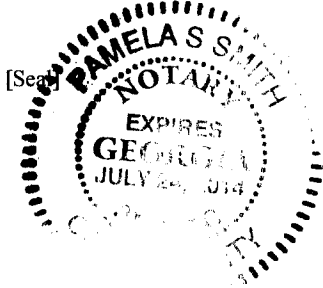
By: Post Apartment Homes, L.P.,
a Georgia limited partnership,
its sole member

By: Post GP Holdings, Inc.,
a Georgia corporation,
its sole general partner

By: Sherry W. Cohen
Name: Sherry W. Cohen
Title: Executive Vice President

STATE OF §
COUNTY OF §

This instrument was acknowledged before me on 28 April 2014 by Sherry W. Cohen E.V.P. of Post GP Holdings, Inc., a Georgia corporation, sole general partner of Post Apartment Homes, L.P., a Georgia limited partnership, sole member of Post South Lamar II, LLC, a Georgia limited liability company, on behalf of said partnership on behalf of said corporation.



Pamela S. Smith
Notary Public, State of Georgia

AFTER RECORDING, RETURN TO:

✓ City of Austin
Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Post South Lamar II
Attn: Donna Galati
Case No. SP-2013-0144C

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 05, 2014 02:56 PM

2014064186

GONZALESM: \$102.00

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.