

CITY OF MESQUITE MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The Owner of the platted property agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The Owner agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The Owner agrees to repair any defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5%, pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage pipe defects within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, "Y" inlets, and headwalls. The Owner agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain and repair concrete channel lining, pilot channels, rock rip-rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. Rock rip-rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed. The Owner agrees to repair any defects in the channel lining within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain and repair channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the City Engineer. The Owner agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

Channels, ditches and detention or retention ponds will be inspected monthly by the Owner to determine vegetation removal maintenance. Removal of willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, earthen channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot.

Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year. The accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds not to exceed 18-inches before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner or a representative agent agrees to inspect all drainage facilities every 90 days to identify any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 days. A copy of the inspection report will be forwarded to Engineering Division within 10 days of the inspection."

Owner agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection.

All references in this maintenance agreement to repairs to be made "within 30 days" shall mean that the Owner shall commence repairs within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite. The Owner shall diligently work to complete such repairs.

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS

WHEREAS K. HOVNANIAN DFW CALDWELL LAKES, LLC., is the owner of a tract of land situated in the S.A. Haught Survey, Abstract No. 567, City of Mesquite, Dallas County, Texas and being part of a called 76.687 acre tract of land described in the Special Warranty Deed (Vendor's Lien) to TTI Tack Team Investments LLC, recorded in Instrument No. 202000311214, Official Public Records of Dallas County, Texas and subsequently conveyed to K. Hovnanian DFW Caldwell Lakes, LLC., in the Special Warranty Deed recorded in Instrument No. 202200003339, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1" iron pipe with plastic cap stamped "KHA" set at the northernmost corner of said 76.687 acre tract. at the easternmost corner of a called 2.425 acre tract of land described in the Special Warranty Deed to Jose L. Serna, recorded in Instrument No. 200600368619, Official Public Records of Dallas County, Texas, in the southwest right-of-way line of Shannon Road (a variable width right-of-way);

THENCE with said southwest right-of-way line, South 46°03'41" East, a distance of 1,146.49 feet to a 1" iron pipe with plastic cap stamped "KHA" set for corner; from which a 5/8" iron rod with plastic cap stamped "RPLS 3963" found bears South 46°03'41" East a distance of 10.65 feet:

THENCE over and across said 76.687 acre tract, the following courses and distances:

South 44°28'40" West, a distance of 500.09 feet to a 1" iron pipe with plastic cap stamped "KHA" set for corner; from which a 3/4" iron pipe found at the northwest corner of Lot 31, Block A, of Highland Meadows Phase 1, an addition to the City of Seagoville, Dallas County, Texas according to the plat thereof recorded in Volume 2005138, Page 181, Deed Records of Dallas County, Texas bears South 46°03'41" East, a distance of 10.65 and South 44°28'39" West, a distance of 72.03 feet;

North 46°03'41" West, a distance of 1141.55 feet to a 1" iron pipe with plastic cap stamped "KHA" set in the southeast line of said 2.425 acre tract;

THENCE with said southeast line, North 43°54'44" East, a distance of 500.07 feet to the POINT OF BEGINNING and containing 13.1333 acres or 572,085 square feet of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT K. HOVNANIAN DFW CALDWELL LAKES, LLC., does hereby adopt this plat designating the herein-described property as CALDWELL LAKES, an addition to the City of Mesquite, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each particular use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Mesquite, Texas.

REBEKAH GIFFORD

lotary Public, State of Texas

Comm. Expires 01-19-2025

Notary ID 132875165

WITNESS, my hand, this the 19 day of September, 2022.

BY: K. HOVNANIAN DFW CALDWELL LAKES, LLC

Rick Trotter, Division President

STATE OF TEXAS COUNTY OF Collin

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of

Notary Public in and for the State of Texas

SURVEYOR'S STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. De Weirdt, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were found and/or properly placed under supervision in accordance with the platting rules and regulations of the City of Mesquite, Dallas County,

David J. De Weirdt Registered Professional Land Surveyor No. 5066 Kimley-Horn and Associates, Inc. 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, Texas 75240 Ph. 972-770-1300

david.deweirdt@kimley-horn.com





STATE OF TEXAS COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said State, on this day personally appeared David J. De Weirdt known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

Notary Public in and for the State of Texas

ROSANA KHOUNSINAVON Notary ID #131882863

CITY OF MESQUITE, TEXAS Certificate of Approval

On the 6 day of DepTember _, 2022, this Plat was duly approved by the Planning and Zoning Commission of the City of Mesquite, Texas.

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Filed for Record in the Official Records Of: **Dallas County** On: 9/28/2022 2:36:52 PM In the PLAT Records

Doc Number: 2022 - 202200257705 Number of Pages: 2 Amount: 93.00 Order#:20220928000805 By: DC

K. HOVNANIAN DFW CALDWELL LAKES, LLC.

5808 W. PLANO PARKWAY

CONTACT: RICK TROTTER

PLANO, TEXAS 75093

FINAL PLAT CALDWELL LAKES

> BLOCK A, LOTS 1-7 BLOCK B, LOTS 1-21

BEING 13.1333 ACRE SITUATED IN THE S.A. HAUGHT SURVEY, ABSTRACT NO. 567 CITY OF MESQUITE

DALLAS COUNTY, TEXAS CASE NO. PL0321-0082

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 Scale Drawn by

13455 NOEL ROAD TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75240 CONTACT: MATT DUENWALD, P.E.

ENGINEER AND SURVEYOR:

KIMLEY-HORN AND ASSOC., INC.

MATT.DUENWALD@KIMLEY-HORN.COM

Fax No. (972) 239-3820 Project No. <u>Date</u> Sheet No. Sep 2022 064572301