

DRAINAGE EASEMENT
MAINTENANCE AGREEMENT

THIS DRAINAGE EASEMENT MAINTENANCE AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2022, by and between UCD SAGINAW LP, a Texas limited partnership, LP, hereinafter referred to as “Landowner”, and the City of Saginaw, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as Lot 3, Block A UCD Saginaw Addition located in Saginaw, Tarrant County, Texas according to the plat (the “Plat”) recorded by instrument D221096024, Deed Records, Tarrant County, Texas, hereinafter called the “Property”, and;

WHEREAS, the Property includes areas designated on the Plat as Floodplain Easement (the “Floodplain Easement”); and;

WHEREAS, the City and the Landowner, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of Saginaw, Texas require that drainage facilities be maintained on the Property;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner, its successors and assigns, shall maintain the Floodplain Easement at no expense to the City of Saginaw in accordance with the Operations and Maintenance Plan attached to this Agreement as Exhibit “A” (the “O&M Plan”).
2. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Floodplain Easement whenever the City deems necessary. The purpose of the inspection is to follow up on any reported deficiencies and/or to

respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

3. In the event the Landowner, its successors and assigns, fails to maintain the Floodplain Easement in accordance with the O&M Plan as reasonably determined by the City, the City shall provide written notice to Landowner, its successors and assigns, describing with reasonable specificity the needed repairs or maintenance. Landowner, its successors and assigns shall have a period of 30 days to complete such repairs or maintenance (or if such repairs or maintenance cannot reasonably be completed within 30 days, Landowner, its successors and assigns shall commence such repairs or maintenance and shall have such time thereafter as reasonably necessary, using reasonable diligence, to complete such repairs or maintenance). If Landowner, its successors and assigns fail to complete such repairs or maintenance within the time set forth in the immediately preceding sentence, the City, its authorized agents, and employees, may enter upon the Property and take whatever steps reasonably necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Floodplain Easement, and in no event shall this Agreement be construed to impose any such obligation on the City.**

4. The Landowner, its successors and assigns, will perform the work necessary to keep the Floodplain Easement in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual reasonable costs incurred by the City hereunder. In the event that the Landowner, or its successors or assigns fail to pay the City for the costs incurred under this section, the City may impose a lien against Lot 3 of the

Property as designated on the attached Preliminary Plat ("Exhibit B") for the costs of such work upon the Property. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the Property, stating the amount thereof, and making reference to this Agreement.

5. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FLOODPLAIN EASEMENT FAILS TO OPERATE PROPERLY. THE LANDOWNER COVENANTS AND AGREES AND DOES HEREBY HOLD HARMLESS, AND AGREES TO MAINTAIN GENERAL LIABILITY INSURANCE TO INDEMNIFY AND DEFEND THE CITY OF SAGINAW, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE PROPERTY TO MAINTAIN THE FLOODPLAIN EASEMENT IN ACCORDANCE HEREWITH, OR AS A RESULT OF ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) SLOPE FAILURE OF THE BANK OF THE FLOODPLAIN EASEMENT OR (2) FAILURE OF THE FLOODPLAIN EASEMENT TO OPERATE IN A MANNER CONSISTENT WITH CITY OF SAGINAW CRITERIA.**
6. This Agreement shall be recorded among the land records of Tarrant County, Texas, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its successors and assigns, including any property owners' association. Notwithstanding anything to the contrary contained in this Agreement, neither Landowner nor any future owner of all or any portion of the Property shall be liable under any indemnification or other obligations under this Agreement with respect to claims, losses, damages, events or occurrence other than those arising during or relating to the respective period of such Landowner's or future owner's ownership of the Property.

Executed this _____ day of _____ 2022.

City

City of Saginaw

Todd Flippo, Mayor

ATTEST

Janice England, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on _____ by
Todd Flippo, Mayor of the City of Saginaw, on behalf of the City of Saginaw.

Notary Public, State of Texas

LANDOWNER:

UCD SAGINAW LP,
a Texas limited partnership

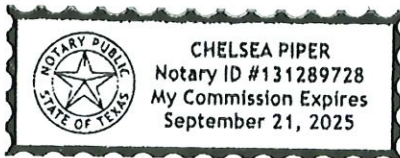
By: UCD Saginaw GP LLC,
Its general partner

By: 
Robert V. Dorazil, Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30 day of June, 2022, by Robert V. Dorazil, Manager of UCD Saginaw GP LLC, a Texas limited liability company, as general partner of UCD Saginaw LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public in and for the State of Texas

EXHIBIT "A"

OPERATION AND MAINTENANCE PLAN

The only responsibility the City of Saginaw has in the operation and maintenance of this Facility is inspection.

(1) Trees, Brush, and Woody Growth

Control weeds, brush, and woody vegetation in the Valley Storage. This vegetation and its roots shall be removed before it reaches 1 foot in height, or ¾ inch in diameter. Following removal, properly fill and compact the resulting holes. In cases where the roots cannot be removed, treat root systems with herbicide that is in accordance with applicable Federal, State, and local laws and regulations.

(2) Embankment and Earth Fill Areas

Soil that is removed from the embankment, drainage structures and other earthen appurtenances by erosion, vandalism, rodents, vehicles or other causes shall be replaced to original slopes and grades. The material selected for embankment should be fine-grained soils that easily break down when worked with compaction equipment. NO STANDING WATER IS ALLOWED

(3) Grass Cover

The slopes and crest must have established grass cover to avoid erosion and soil loss. Grassed areas shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

(4) Litter, Sediment, and Debris

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the basin. Disposal shall be in accordance with federal, state and local regulations.

EXHIBIT "B"

PRELIMINARY PLAT

