

**DRAINAGE EASEMENT
MAINTENANCE AGREEMENT
LOT 3, BLOCK 1, THE SQUARE ADDITION**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between AM & JK Development, LLC, and its successors and assigns, 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 out of the Benjamin Thomas Survey, Abstract No. 1497 located in Saginaw, Tarrant County, Texas, according to Deed Records, Tarrant County, Texas, more particularly described by metes and bounds on Exhibit “A” (the “Lot 3 Property”) and on Exhibit “A-1” (the “Lot 4 Property”) attached to this Agreement;

WHEREAS, the Lot 3 Property, which includes a Drainage Easement, and the Lot 4 Property (collectively, the “Property”), are to be platted pursuant to the Final Plat of The Square (the “Plat”); and,

WHEREAS, the Landowner is proposing to develop the Property according to the Site Plan known as The Square Development Plan and City approved civil construction plans known as Construction Plans for Saginaw Square Boulevard and The Square, collectively hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, and the Landowner shall provide for the management of storm water within the confines of the Property pursuant to the Plan and this Agreement; and,

WHEREAS, the City and the Landowner agree that the health, safety and welfare of the residents of the City of Saginaw, Texas require that on-site Drainage Facilities (defined below) be constructed and maintained on the Lot 3 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 shall construct and maintain the Drainage Facilities on the Lot 3 Property at no expense to the City of Saginaw in accordance with the design specifications for the Drainage Facilities, and the current standards currently in force and effect in the City of Saginaw and with the Operations and Maintenance Plan attached to this Agreement as Exhibit "B". The "Drainage Facilities" include all pipes, channels, flumes, pilot channels, valley storage or other conveyances built to convey or provide detention for storm water through such facilities, as well as all structures, improvements, and vegetation, provided to control the quantity of the storm water. Adequate Maintenance is herein defined as good working condition so that the Drainage Facilities are performing their design function.
2. The responsibility of maintaining the Drainage Facilities within the Lot 3 Property is hereby assigned to the Landowner.
3. The Landowner shall inspect the Drainage Facilities and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Drainage Facilities. The inspection shall cover the entire Drainage Facilities (berms, outlet structure, pond areas, access roads, etc.) and note any items in need of maintenance or replacement to perform their design function, along with any corrective actions to be taken.
4. The Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the Lot 3 Property and to inspect the Drainage Facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner fails to maintain the Drainage Facilities in good working condition acceptable to the City, the City shall provide written notice to Landowner describing with reasonable specificity the needed repairs or maintenance. Landowner 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 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 fails 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. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Drainage Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.**

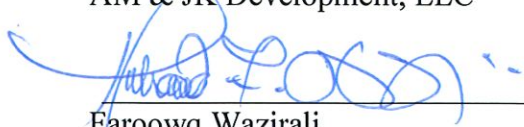
6. The Landowner will perform the work necessary to keep the Drainage Facilities in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and 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 fails to pay the City for the costs incurred under this section, the City may impress a lien 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.
7. 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 DRAINAGE FACILITIES FAIL TO OPERATE PROPERLY. THE LANDOWNER COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, 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 ABOVE DRAINAGE FACILITIES OR PROPERTY TO MAINTAIN THE DRAINAGE FACILITIES 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 DRAINAGE FACILITIES OR (2) AND FAILURE OF THE DRAINAGE FACILITIES TO OPERATE IN A MANNER CONSISTENT WITH CITY OF SAGINAW CRITERIA TO PERFORM ANY OF ITS DUTIES OR OBLIGATIONS HEREUNDER.

8. The Landowner covenants and agrees that no habitable building shall be erected within the drainage easement on the Lot 3 Property but this paragraph shall not preclude construction or placement of other improvements, subject to the expressed written approval by the City, within the drainage easement that do not impede drainage such as landscaping, benches, trash receptacles, light poles, play areas and other temporary items.
9. 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 8TH day of November 2022.

Landowner
AM & JK Development, LLC



Farooq Wazirali
Title: Manager

City
City of Saginaw

Todd Flippo, Mayor

ATTEST

Janice England, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

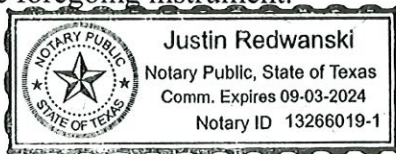
This instrument was acknowledged before me on _____ by Todd Flippo, Mayor of the City of Saginaw, on behalf of the City of Saginaw.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority on this day personally appeared Farooq Wazirali, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of Farooq Wazirali, and that he executed the same as its manager and as the act of such manager and for the purposes and consideration expressed in the foregoing instrument.



Justin Redwanski
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on November 8, 2022 by, Farooq Wazirali, authorized representative, acting on behalf of The View Development.

Justin Redwanski
Notary Public, State of Texas

Exhibit "A"

The Lot 3 Property

BEGINNING at a point for corner in the north right-of-way line of Saginaw Square Boulevard (a variable width right-of-way);

THENCE North $18^{\circ}19'35''$ West, departing the said north right-of-way line of Saginaw Square Boulevard, a distance of 280.41 feet to a point for corner in the south line of Lot 1, Block 1, Old Decatur Addition, an addition to the City of Saginaw according to the plat recorded in Cabinet B, Slide 873, Plat Records, Tarrant County, Texas (P.R.T.C.T.), from which a $\frac{5}{8}$ " iron rod found bears South $89^{\circ}23'14''$ West, a distance of 293.94 feet, said iron rod being the northwest corner of said 15.0736 acre tract;

THENCE North $89^{\circ}23'14''$ East, along the south line of said Lot 1, Old Decatur Addition, a distance of 542.62 feet to a point for corner in the said north right-of-way line of Saginaw Square Boulevard, from which a $\frac{5}{8}$ " iron rod found bears North $89^{\circ}23'14''$ East, a distance of 229.45 feet, said iron rod being in the north line of said 15.0736 acre tract and the southwest corner of a tract of land described as a 12.1739 acre tract in said Special Warranty Deed with Vendor's Lien to AM & JK Development LLC;

THENCE along the said north right-of-way line of Saginaw Square Boulevard the following calls:

- 1) South $00^{\circ}36'46''$ East, departing the said south line of Lot 1, Old Decatur Addition, a distance of 1.52 feet to a point for corner being the beginning of a non-tangent curve to the left with a radius of 385.00 feet, a central angle of $48^{\circ}53'26''$, and a chord bearing and distance of South $64^{\circ}56'31''$ West, 318.65 feet;
- 2) In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 328.52 feet to a point for corner being the beginning of a non-tangent curve to the right with a radius of 768.17 feet, a central angle of $16^{\circ}01'23''$, and a chord bearing and distance of South $50^{\circ}44'15''$ West, 214.13 feet;
- 3) In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 214.82 feet to the **POINT OF BEGINNING** and containing 58,119 square feet or 1.3342 acres of land, more or less.

Exhibit "A-1"

The Lot 4 Property

BEGINNING at a 5/8" iron rod found being the northwest corner Lot 2R-A, Block A, Saginaw Retail Center Addition, an addition to the City of Saginaw according to the plat recorded in Instrument Number D205802271, O.P.R.T.C.T. and the northeast corner of said 15.0736 acre tract;

THENCE South 00°35'54" East, a distance of 570.30 feet to a 5/8" iron rod found in the west line of Lot 1R, Block A, Walmart Supercenter at Saginaw Addition, an addition to the City of Saginaw according to the plat recorded in Cabinet A, Slide 8990, P.R.T.C.T., said iron rod being the southeast corner of said 15.0736 acre tract and the northeast corner of Lot 6, Block 1, Ballard Addition, an addition to the City of Saginaw according to the plat recorded in Instrument Number D214183015, O.P.R.T.C.T.;

THENCE South 89°26'49" West, along the north line of said Lot 6, at a distance of 200.00 feet passing a 1/2" iron rod found, said iron rod being the northwest corner of said Lot 6 and the northeast corner of Lot 2R4-D, Block A, Van Zandt Place, an addition to the City of Saginaw according to the plat recorded in Instrument Number D220228801, O.P.R.T.C.T., continuing in all a total distance of 1,015.77 feet to a point for corner, from which a 1/2" iron rod found with a cap stamped "ISBELL ENGR" bears South 89°26'49" West, a distance of 17.57 feet, said iron rod being in the east right-of-way line of Old Decatur Road (a variable width right-of-way) and the northwest corner of Lot 2R4-A of said Van Zandt Place;

THENCE North 18°19'35" West, a distance of 147.50 feet to a point for corner, said point being the south corner of a corner clip in the south right-of-way line of said Saginaw Square Boulevard;

THENCE along the said south right-of-way line of Saginaw Square Boulevard the following calls:

- 1) North 26°40'25" East, along said corner clip, a distance of 7.07 feet to a point for corner, said point being the east corner of said corner clip;
- 2) North 71°40'25" East, a distance of 61.63 feet to a point for corner being the beginning of a non-tangent curve to the left with a radius of 838.17 feet, a central angle of 29°01'01", and a chord bearing and distance of North 57°08'04" East, 419.96 feet;
- 3) In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 424.48 feet to a point for corner being the beginning of a non-tangent curve to the right with a radius of 315.00 feet, a central angle of 49°07'14", and a chord bearing and distance of North 64°49'37" East, 261.86 feet;

4) In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 270.05 feet to a point for corner;

5) North $89^{\circ}23'14''$ East, a distance of 207.12 feet to a point for corner being the beginning of a tangent curve to the left with a radius of 235.00 feet, a central angle of $45^{\circ}42'03''$, and a chord bearing and distance of North $66^{\circ}32'12''$ East, 182.51 feet;

6) In a northeasterly direction, with said tangent curve to the left, an arc distance of 187.44 feet to a point for corner;

THENCE North $89^{\circ}38'24''$ East, departing the said south right-of-way line of Saginaw Square Boulevard, a distance of 30.20 feet to the **POINT OF BEGINNING** and containing 416,838 square feet or 9.5693 acres of land, more or less.

Exhibit "B"

OPERATION AND MAINTENANCE PLAN

The only responsibility the City of Saginaw has in the operation and maintenance of the Drainage Facilities 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.