

STATE OF TEXAS §
 §
COUNTY OF BELL §

MAINTENANCE EASEMENT, COVENANT AND AGREEMENT

THIS MAINTENANCE EASEMENT AGREEMENT (“Agreement”), which is made effective upon the date that the last required signature is affixed below, is entered into by and between, Killeen Public Facility Corporation (“OWNER”) current owner of that certain tract situated in the Henry C. McClung Survey, Abstract No 570, the John Gosline Survey, Abstract No 344, and the William Cole Survey, Abstract No 150, a 25.763 acre tract recorded in YOUNG FAMILY ADDITION which is recorded as Instrument Number 2021069818 of the Official Real Property Records of Bell County (“PROPERTY”), being more particularly described in Exhibit ‘A’, which is attached hereto and incorporated herein by reference for all relevant purposes as if set forth at length herein, and the City of Killeen (“CITY”). For the purposes of this document, the term “OWNER” refers to the current owner of the property, its successors, heirs, and assigns as applicable when property ownership changes.

WHEREAS, the Landowner is the OWNER of the PROPERTY, with full authority to execute deeds, mortgages, and other covenants, OWNER does hereby covenant with the CITY and agree as follows:

1. The OWNER covenants with the CITY that the OWNER shall perpetually preserve, protect and maintain the permanent storm water Best Management Practices (BMPs) shown on the Storm Water Management Site Plan (SWMSP) for the PROPERTY, to ensure that the permanent BMPs are and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws. The permanent BMPs consist of Detention ponds A & B, Storm Water System, the Maintenance Plan for Preserving Special Flood Hazard Areas, the Maintenance Plan for Minimizing Directly Connected Impervious Areas, the Maintenance Plan for Locating Development in Less Sensitive Areas, and the Maintenance Plan for Xeriscaping, as shown on the SWMSP for the PROPERTY, as set forth on Exhibit ‘B’.
2. The OWNER shall maintain and inspect the permanent BMPs according to Exhibit ‘B’, ‘Maintenance and Repair Plan’. The Maintenance and Repair Plan may not be modified without the CITY’s consent.
3. The OWNER reserves a perpetual access and maintenance easement to all storm water BMPs shown on the SWMSP for the purpose of inspection, repair and perpetual maintenance. OWNER agrees that the CITY is a co-grantee of this easement for access and inspection purposes and that CITY is a beneficiary of OWNER’s obligations under this Agreement. OWNER shall grant access to the BMPs by the City for periodic inspection for regular or special assessments of the property.

4. Any maintenance or repair needs identified through inspection shall be performed by the OWNER within thirty (30) days of discovery, or immediately upon notification by the CITY. If maintenance and repair cannot be performed immediately upon notification by the CITY, the OWNER shall notify the CITY of any action taken towards the maintenance or repair and coordinate with the CITY how and when the maintenance and repair will be performed. In the event the work is not performed within the specified time, the OWNER agrees to allow the CITY to enter the property and take whatever steps it deems necessary to maintain the permanent BMPs. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER without first obtaining written approval of the OWNER.

5. The OWNER agrees to authorize the CITY, upon written notification thereof, to increase the inspection and maintenance requirements as deemed reasonably necessary to ensure proper functioning of the said permanent BMP's.

6. The CITY is under no obligation to maintain or repair said permanent BMP's, and in no event shall this Agreement be construed to impose any such obligation on the CITY. The OWNER shall reimburse the CITY upon demand the costs incurred in the maintenance of the permanent BMPs.

7. If the OWNER fails to pay the CITY for the above expenses after ninety (90) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.

8. The OWNER shall indemnify and hold harmless the CITY and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the CITY from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Agreement. In the event a claim is asserted against the CITY, its officers, agents or employees, the CITY shall notify OWNER and the OWNER shall defend at OWNER's expense any suit based on such claim. If any judgment or claims against the CITY, its officers, agents or employees, shall be allowed, the OWNER shall pay all costs and expenses in connection therewith. The CITY will not indemnify, defend, or hold harmless in any fashion the OWNER from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER may provide.

9. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such a provision or to exercise any right or remedy available.

10. The OWNER shall record this Agreement in the Official Real Property Records of Bell County, Texas, and the Agreement shall constitute a covenant running with the land and shall be binding upon the OWNER and the OWNER's heirs, administrators, executors, assigns, and any other successors in interest.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

By:
Title:

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20____.

Notary Public of Texas
My Commission Expires _____

The City of Killeen does hereby accept the above-described dedication and conveyance.

DATE

CITY OF KILLEEN

ATTEST

Edwin Revell
Executive Dir. of Development Services

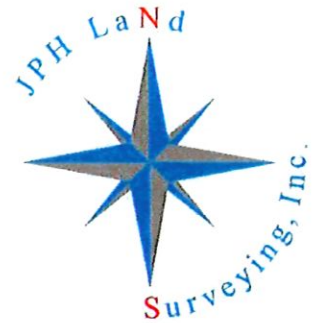
Helen Crathers
Executive Assistant

EXHIBIT 'A'

PROPERTY LEGAL DESCRIPTION

JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Central TX ★ West TX



(PAGE 1 OF 4)

EXHIBIT "A"

LEGAL DESCRIPTION

FIELDNOTES for a 25.763 acre tract situated in the Henry C. McClung Survey, Abstract No 570, the John Gosline Survey, Abstract No 344, and the William H. Cole Survey, Abstract No. 150, in Killeen, Bell County, Texas, being a portion of that tract described in a Special Warranty Deed to S. Young Family, Ltd., a Texas limited partnership, as recorded under Volume 4127, Page 300, of the Deed Records of Bell County, Texas; said S. Young Family, Ltd. tract being a portion of that tract described in a Deed to Sidney Young, as recorded under Volume 448, Page 388, of the Deed Records of Bell County, Texas; said subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar found at the east corner of Lot 1, Block 1, *HOLIDAY TERRACE ADDITION*, an addition to the City of Killeen, as recorded under Cabinet C, Slide 177-B, of the Plat Records of Bell County, Texas, being in the southwest right-of-way of U.S. Business 190 (a/k/a E. Veterans Memorial Boulevard), a variable width right-of-way as shown by said *HOLIDAY TERRACE ADDITION*;

THENCE SOUTH 61°01'22" EAST along the southwest right-of-way of said U.S. Business 190, a distance of 316.35 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;

THENCE SOUTH 29°05'21" WEST departing the southwest right-of-way of said U.S. Business 190, a distance of 104.29 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;

THENCE SOUTH 61°09'13" EAST a distance of 200.00 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the northwest line of Lot 1, Block 1, *K.F.C. ADDITION*, an addition to the City of Killeen, as recorded under Cabinet B, Slide 257-B, of said Plat Records;

THENCE SOUTH 28°49'54" WEST along the northwest line of said Lot 1, *K.F.C. ADDITION*, a distance of 95.25 feet to a 3/8 inch rebar found the at west corner of said Lot 1, *K.F.C. ADDITION*;

Dallas-Fort Worth

785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Central Texas

1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas

426 Graham St
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

THENCE SOUTH 61°00'57" EAST along the southwest line of said Lot 1, *K.F.C. ADDITION*, a distance of 129.00 feet to a 1/2 inch rebar found at the north corner of Lot 2, Block 1, *SK SUBDIVISION REPLAT*, an addition to the City of Killeen, as recorded under Cabinet D, Slide 367-A, of said Plat Records;

THENCE SOUTH 28°57'49" WEST along the northwest line of said Lot 2, *SK SUBDIVISION REPLAT*, a distance of 199.95 feet to a 1/2 inch capped rebar stamped "KILLEEN ENG" found at the west corner of said Lot 2 *SK SUBDIVISION REPLAT*;

THENCE SOUTH 61°05'06" EAST along the southwest line of said Lot 2, *SK SUBDIVISION REPLAT*, a distance of 399.56 feet to a 3/8 inch rebar found in the northwest right-of-way of W.S. Young Drive (a/k/a County Road 300), a variable width right-of-way described in a Deed recorded under Volume 1033, Page 206, of said Deed Records, at the beginning of a curve to the right (concave northwest) having a radius of 1709.31 and a chord which bears SOUTH 45°07'30" WEST a distance of 157.85 feet;

THENCE Along said curve to the right and the northwest right-of-way of said W.S. Young Drive, an arc length of 157.90 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the end of said curve;

THENCE SOUTH 47°46'17" WEST along the northwest right-of-way of said W.S. Young Drive, a distance of 214.82 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the east corner of Lot 1, Block 1, *YOUNG HEALTH SERVICES SUBDIVISION 1ST EXTENSION*, an addition to the City of Killeen, as recorded under Cabinet B, Slide 26-B, said Plat Records;

THENCE NORTH 41°17'23" WEST along the northeast line of said Lot 1, *YOUNG HEALTH SERVICES SUBDIVISION 1ST EXTENSION*, a distance of 253.66 feet to a 3/8 inch rebar found at the north corner of said Lot 1, *YOUNG HEALTH SERVICES SUBDIVISION 1ST EXTENSION*;

THENCE SOUTH 47°53'24" WEST partially along the northwest line of said Lot 1, *YOUNG HEALTH SERVICES SUBDIVISION 1ST EXTENSION*, a distance of 403.22 feet to a 3/8 inch rebar found at the west corner of a called 0.475 of an acre tract described in a Deed, as recorded under Volume 2791, Page 753, of said Deed Records;

THENCE SOUTH 41°25'49" EAST along the southwest line of said 0.475 of an acre tract, a distance of 254.68 feet to a Mag nail found in the northwest right-of-way of said W.S. Young Drive, at the south corner of said 0.475 of an acre tract, and the beginning of a curve to the left (concave southeast), having a radius of 1097.40 feet and a chord which bears SOUTH 31°51'53" WEST a distance of 561.27 feet;

THENCE Along said curve to the left and the northwest right-of-way of said W.S. Young Drive, an arc length of 567.58 feet to a 1/2 inch capped rebar stamped "HARMON 4482" found at the intersection of the northwest right-of-way of said W.S. Young Drive and the northeast right-of-way of Terrace Drive, a called 60 feet wide right-of-way per Instrument Number 2007-00048880, Official Public Records of Bell County, Texas;

THENCE NORTH 72°26'16" WEST along the northeast right-of-way of said Terrace Drive, a distance of 251.78 feet to a 1 inch iron pipe found at the south corner of a called 5.002 acre tract described in a Special Warranty Deed, as recorded under Instrument Number 2007-00048880, Official Public Records of Bell County, Texas;

THENCE Along the southeast and northeast lines of said 5.002 acre tract, the following bearings and distances:

1. NORTH 24°58'04" EAST a distance of 358.88 feet to a Mag nail with washer stamped "JPH Land Surveying" set;
2. NORTH 39°28'43" EAST a distance of 114.43 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
3. NORTH 73°19'57" WEST a distance of 522.36 feet to a Mag nail with washer stamped "JPH Land Surveying" set on the east line of a called 30 acre tract described in a Deed to the City of Killeen, as recorded in Volume 765, Page 657, of said Deed Records (hereinafter referred to as Condor Park tract), at the south corner of a called 0.324 acre tract described in a Special Warranty Deed to City of Killeen, Texas, recorded under Instrument Number 2021059767, Official Public Records of Bell County, Texas;

THENCE along the east line of said 0.324 acre tract, the following bearings and distances:

1. NORTH 18°59'23" EAST, a distance of 383.18 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
2. NORTH 63°59'23" EAST, a distance of 25.67 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
3. NORTH 18°12'17" EAST, a distance of 55.08 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
4. NORTH 26°00'37" WEST, a distance of 24.60 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
5. NORTH 18°59'23" EAST, a distance of 621.10 feet to a 1/2 inch rebar found at the southwest corner of said Lot 1, *HOLIDAY TERRACE ADDITION*;

THENCE SOUTH 75°50'34" EAST along the south line of said Lot 1, *HOLIDAY TERRACE ADDITION*, a distance of 250.00 feet to a 1/2 inch rebar found;

THENCE NORTH 14°09'26" EAST along the east line of said Lot 1, *HOLIDAY TERRACE ADDITION*, a distance of 252.17 feet to the **POINT OF BEGINNING**, containing 25.763 acres.

The bearings described hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com

SEP. 20, 2021



EXHIBIT ‘B’

MAINTENANCE AND REPAIR PLAN FOR PERMANENT BMP’S

The permanent Best Management Practice(s) covered by this Maintenance and Repair Plan include Concrete Detention Ponds, preserving special flood hazard areas – riparian buffer (C1.2.1), minimizing directly connection impervious cover (C1.2.6), locating development in less sensitive areas (C1.2.7), and xeriscaping (C1.3.2) as shown on The Storm Water Management Site/Landscape Plan.

Maintenance & Repair Plan for Concrete Detention Ponds

See Exhibit “C” for the location of the concrete detention pond as shown on the Stormwater Site Management Plan.

Debris should be removed from ponding areas to reduce the risk of clogging outlets and improve overall aesthetics. Sediment deposits will need to be removed, and any erosion that takes place during storm events should be repaired immediately. All structural controls should be maintained regularly (ARC 2001).

- Clear trash and debris from ponding areas
- Remove sediment deposits
- Repairs to structural controls
- Routine facility maintenance

Maintenance & Repair Plan for Preserving Special Flood Hazard Areas (Riparian Buffer)

See Exhibit “C” for the location of preserved special flood hazard areas as shown on the Stormwater Site Management Plan.

Buffer limits should be clearly defined and visible before, during, and after construction. The outer boundary of riparian buffers should be clearly marked and individual BMPs located within the outer buffer zone should be maintained per their specific requirements.

Periodic inspections should be conducted to assess areas of erosion, bank stability decline, sedimentation, accumulation of debris, and vegetation. Areas of concern should be documented and addressed in a timely manner.

Maintenance & Repair Plan for Minimizing Directly Connected Impervious Cover Areas

See Exhibit “C” for the location of the minimized directly connected impervious cover as shown on the Stormwater Site Management Plan

Typical maintenance for vegetated areas shall be performed on a biannual or seasonal basis and include the removal of dead or impaired plants and mulch replacement. Routine trash and debris removal may also be required for vegetated areas located adjacent to parking lots and roadways.

Biannual or seasonal inspections are necessary to assess the overall vegetation health. Inspections should be documented and any concerns should be addressed in a timely manner.

Maintenance & Repair Plan for Locating Development in Less Sensitive Areas

Specific maintenance requirements will depend on the natural vegetation within the preserved area. Some areas, such as floodplains and woodlands, may require little to no maintenance. Open space areas may require seasonal mowing and invasive species management.

Biannual or seasonal inspections are necessary to assess the overall vegetation health and to control the threat of invasive species. Inspections should be documented and any concerns should be addressed in a timely manner.

Maintenance & Repair Plan for Xeriscaping

See Exhibit “C” for the location of xeriscaping as shown on the Stormwater Site Management Plan

Yearly maintenance for the proposed xeriscaping BMP shall be performed to replenish mulch layers and remove weak or dead plants. Biological pest controls are recommended when deemed necessary by the OWNER. Chemical controls should be used as a last resort. Grass shall not be cut more than 1/3 of the leaf length per mowing. Clippings shall be left on the lawn to act as mulch. Small weeds shall be removed by hand before they establish mature root depths. Regular pruning may be required to maintain plan shape and health.

Xeriscapes shall be inspected once a year to replenish mulch layers and remove weak or dead plants. Irrigation shall be inspected monthly to ensure proper coverage and irrigation amounts.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Non-Structural Controls												
Litter Control	X	X	X	X	X	X	X	X	X	X	X	X
Landscaping Management	X				X				X			
Structural Controls												
Litter Control	X	X	X	X	X	X	X	X	X	X	X	X
Sediment Removal	X				X				X			
Inspection												
All Controls	X	X	X	X	X	X	X	X	X	X	X	X
“X” Denotes the months, at a minimum, in which the activity shall be performed.												

EXHIBIT 'C'

STORM WATER MANAGEMENT SITE PLAN EXHIBIT

