

**DECLARATION OF MAINTENANCE COVENANT  
FOR STORMWATER STRUCTURAL CONTROLS**

This Declaration of Maintenance Covenant for Stormwater Structural Control(s) (“Declaration”) executed on \_\_\_\_\_, is by and between (“Declarant”) and Jefferson County Drainage District No. 3 (“District”).

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated by reference (the “Property”) and recorded under Clerk’s File No. \_\_\_\_\_ of the Jefferson County Official Public Records, Jefferson County, Texas. and

WHEREAS, Declarant intends to construct and thereafter maintain stormwater structural controls (the “Controls”) on the Property including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds and other devices and measures, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the District’s separate storm water system as designed by an Engineer in the approved plans in the District’s files. A copy of the Controls Facility As-Built Certificate shall be provided to the District upon District’s approved construction of the Controls.

WHEREAS, to ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. **Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
2. **Declarant’s Responsibility to Construct and Maintain.** Declarant shall be responsible for the construction of the Controls. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair and inspection of the Controls. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.
3. **Location of the Controls.** The Controls shall be located on, over, across or under the Declarant’s Property.
4. **Jefferson County Drainage District No. 3.** The District, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with this Declaration and the District’s stormwater management program requirements (“District’s Requirements”) and if necessary or desirable, to maintain the Controls as provided under Paragraph 6 below. The District is relieved of all responsibility for the maintenance of the Controls for the term of this Declaration. In no event shall this Declaration be construed to impose any such obligation on the District.

- 5. Maintenance of Controls.** The Declarant shall be entirely responsible for all maintenance activities associated with the Controls. The Declarant shall implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation of 25% or more of the original design capacity, excessive growth of vegetation/trees, the Control(s) fail to function as designed and/or if written notice from the District is issued requesting maintenance on the Control. If the Declarant disagrees with the District's decision of required maintenance to be performed, The Declarant shall, at their expense, hire an engineer to conduct a study to determine and prove to the District that the Controls are functioning as designed and provide a Professional Engineer's Inspection Certification. The Declarant shall retain documentation of all maintenance activities performed on the Control and make the records available to the District for review upon request
- 6. Failure to Maintain.** If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Controls at the Declarant's expense. Declarant shall reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Declaration, shall create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.
- 7. Conflicts.** The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is deemed to be revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.
- 8. Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the District's access to the Controls, the District's rights of ingress and egress to the Controls and the District's right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.

- 9. Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third-party beneficiary rights in any person, except as expressly stated herein.
- 10. Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, it shall be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.
- 11. Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
- 12. Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
- 13. Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Jefferson County, Texas.
- 14. Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the District.
- 15. Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgage, trustee or lienholder under any such mortgage or deed of trust.
- 16. Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- 17. Titles.** The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.
- 18. Recording of Agreement.** This Declaration shall be recorded in the Official Public Records of Jefferson County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

**DECLARANT**

**Organization:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of \_\_\_\_\_, as its \_\_\_\_\_, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

After recording return to:  
Jefferson County Drainage District No. 3  
PO Box 388  
Hamshire, TX 77622

## **Detention/Retention Ponds Standard Maintenance Plan**

- 1) During the first year, Detention/Retention Basins should be monitored monthly to ensure that sufficient vegetation has been established. Eliminate invasive plants at the soonest possible time.
- 2) Monitor the basin on a routine basis for overall performance. If basin does not drain within a 72-hour period or per the design specifications, identify the cause. Consult with the design engineer if necessary to perform corrective actions.
- 3) Mowing should be conducted on a routine basis to control the growth of vegetation and invasive species. Vegetation should be mowed no shorter than 6" (six inches). Mowing activities should not be conducted during wet conditions.
- 4) Inspect inlet and outlet structures on an annual basis to ensure proper function. Document and maintain inspection activities
- 5) Conduct an annual inspection of basin to identify erosion/instability issues, evidence of animal burrowing, excessive vegetation growth, accumulations of trash/debris, drainage issues, mechanical failures, and excessive accumulations of sediment. Document and maintain inspection activities
- 6) Perform any necessary maintenance activities to ensure that the basin continues to function according to the original design specifications. Document and maintain maintenance activities.
- 7) Determination of herbicide use and application should only be completed by certified applicators and/or applied according to all manufacturers' recommendations.



### ACKNOWLEDGEMENT FORM

Prior to final drainage plan approval, the following project information is required:

Project #: \_\_\_\_\_ Engineer of Record: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Owner Phone #: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Owner Email: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Owner/Representative to be contacted during project construction:

Contact Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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The following is a list of steps to take once you have a Board-approved drainage plan:

- Pre-Construction Meeting
  - Contact the Drainage District office at 409-243-3495 to schedule a pre-construction meeting once the County/District has approved the drainage plans.
- Start of Construction
  - Contact the District's designee when starting construction of the detention/drainage system.
- Periodic Inspections
  - There are several inspections that will take place during the construction of the detention/drainage system. The specific inspections required will be addressed at the pre-construction meeting.
- Contact the District's designee when the detention/drainage system is completed per the County/District approved drainage plan for a final inspection letter. As-built survey and/or As-built Certificate must be provided to the District/County prior to final DD3 Approval.
- It is the Owner's responsibility to maintain the detention facility once the project is complete. Detention facilities are to be inspected routinely according to the DD3 "Standard Maintenance Plan".
- Owner is responsible for filing the "Declaration of Maintenance Covenant for Stormwater Structural Controls" prior to obtaining a permit from Jefferson County.

Refer to the Drainage District No. 3 Drainage Criteria Manual for more information.

Inspections will be conducted generally within 24-hours of the request being made. Inspection requests must be scheduled via email or by telephone no later than 8:00am on the day of request, otherwise it will occur on the next business day.

This form must be submitted online via the District's email - drainage3@jcdd3.org

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# STORM WATER DETENTION PERMIT APPLICATION/RENEWAL/TRANSFER

## 1. APPLICANT & OWNER INFORMATION (Please print or type)

Applicant Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Applicant Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Property Owner Name \_\_\_\_\_  
Property Owner's Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Property Owner Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

## 2. PERMIT STATUS (Check only one per form)

New Permit  Renewal  Amendment  Transfer - Provide Original Permit No. \_\_\_\_\_  
 Master Permit, Provide Permit No.'s to be Consolidated: \_\_\_\_\_

## 3. LOCATION OF PROPERTY

Subdivision/Project Name \_\_\_\_\_ Sec \_\_\_\_\_ Blk \_\_\_\_\_ Lot \_\_\_\_\_ Res \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Acreage \_\_\_\_\_ Survey Name \_\_\_\_\_ Abstract Number \_\_\_\_\_  
Property Tax Account Number (s) \_\_\_\_\_

## 4. RECEIVING STREAM

Street Name or DD3 Ditch Name/Number: \_\_\_\_\_

## 5. PERMANENT STORM WATER DETENTION FEATURE (Check all that apply)

Dry Detention  Retention  Retention w/ Pumps  Detention Channel  
 Underground Detention  Parking Lot Detention  Other - Explain: \_\_\_\_\_

## 6. DEVELOPMENT TYPE

New Development  Significant Re-Development  Existing Development

## 7. STORM WATER DETENTION FACILITY OWNERSHIP TRANSFER INFORMATION (If Applicable)

Upon Completion, Ownership of the Permanent Storm Water Quality Feature Will be Transferred To:

Property Owner (if other than current)  Drainage District  Home Owner's Assoc.

New Owner Name: \_\_\_\_\_  
New Owner Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
New Owner E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**FOR NEW APPLICATION: Attach 1 copy of the Approved Plan Set.  
FOR RENEWAL: Attach both completed original Certification Forms.**

All development must be completed in accordance with the Ordinances and Regulations of Jefferson County Drainage District No. 3 or storm water management.

The Applicant hereby acknowledges and agrees to ensure that all provisions, conditions, and requirements attached to the issuance of the Storm Water Detention permit(s) under the Regulations of the Jefferson County Drainage District No. 3, Texas for Storm Water Management will be faithfully and fully complied with.

The permit applicant understands and agrees that the District may make scheduled or unscheduled inspections of the property upon the issuance of the permit. The applicant acknowledges that the Storm Water Detention Facility must receive a Final Inspection before a Certificate of Compliance can be issued. If the permit applicant is a corporation, partnership, or other legal entity other than a natural person, then the undersigned acting as the authorized representative of said entity will be responsible for ensuring the entity's compliance with all provisions, conditions, and requirements of the Storm Water Detention Permit.

I, \_\_\_\_\_, the undersigned have carefully reviewed this application and my answers to all questions. To the best of my knowledge, the answers are all true and correct.

SIGNATURE of Applicant/Agent on behalf of Owner \_\_\_\_\_ Date \_\_\_\_\_



**DETENTION FACILITY  
AS-BUILT CERTIFICATE**

I, \_\_\_\_\_, a registered Professional  
(Name)  
Engineer duly licensed to practice in the State of Texas do hereby certify that  
the \_\_\_\_\_, constructed at  
(Facility Name)  
\_\_\_\_\_, under Permit Number  
(Project Name)  
\_\_\_\_\_, were completed in accordance with the drawings and  
(Environmental Control Permit No.)  
specifications on file with Jefferson County Drainage District No. 3.

SEAL

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Phone No.