

NOTICE OF SPECIAL MEETING AND AGENDA

BOARD OF COMMISSIONERS FOR DRAINAGE DISTRICT NO. 3 JEFFERSON COUNTY, TEXAS

Will Be Held At
7:30 A.M.
APRIL 1, 2026
at
24460 Highway 124
Hamshire, Texas 77665

A. Meeting called to order.

B. Call Roll

C. Announcement – This Commissioner’s meeting is being recorded for the purpose of transcribing minutes.

D. Public Comments.

Public Comments (3 minutes each)—This is an opportunity for the public to address the Jefferson County Drainage District No. 3 Board of Commissioners regarding agenda items or any concerns not listed. Individuals wishing to speak must complete a comment card and present it to the District’s Administrative Assistant before the meeting begins. Delegation of more than five persons shall appoint one person to present their views before the Board. Each speaker is allowed a three-minute time limit. Those who require a translator to address the Board will be granted six minutes to speak.

E. Business Session:

1. Consider a resolution accepting a “Drainage Easement” from Comalander Holdings, LLC, conveying Drainage District No 3 0.595 acres of drainage easement along Ditch 120-d3 in Hamshire; 30 to 25 feet on each side of the ditch’s centerline, for maintenance and drainage improvements. Property is located in the T. & N.O. RR. Co. Survey, Section 136, Abstract No. 620, Jefferson County, Texas.

2. Discuss and possibly Approve Drainage Criteria Control Agreement with modifications

F. Board and Staff Comments, no action items.

G. Next Regular Board of Commissioners Meeting set for April 15, 2025

H. Adjournment.

The District reserves the right to adjourn into executive session at any time during the course of this meeting as authorized by the Texas Open meetings Act, Texas Government Code §§ 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session. Should any final action, decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then the final action or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

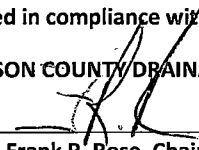
(b) at a subsequent public meeting of the Commissioners upon notice thereof, as the Commissioners shall determine.

This Notice of Meeting is given and posted pursuant to the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code. Capitalized words and phrases have the meaning given to them in the Act. The Meeting will be held at the Date, Time, and Place stated above. The Board of Commissioners of the Governmental Body will deliberate upon the items listed in the Agenda above. Any Agenda item is subject to discussion only, action only, or both discussion and action. All portions of the Meeting shall be Open, unless a Closed Meeting is held when permitted, and in the manner specified by the Act. If the Act permits all or any portion of the Deliberation of an Agenda item to be Closed, the Governing Body may enter into a Closed Meeting, whether or not the Agenda item states that a Closed Meeting for such item is anticipated. Agenda items are not required to be considered in the same order as listed in the Agenda. Any agenda item(s) may be tabled for Deliberation at a later Meeting or removed from the Agenda. Any such tabled or removed Agenda item may be placed on an Agenda for a later Meeting for which Notice has been given and posted pursuant to the Act.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Commissioners of Jefferson County Drainage District No. 3 is a true and correct copy of said Notice at a place convenient and readily accessible to the general public at all times in its administrative office at 24460 Hwy 124, Hamshire, Texas. This notice can also be viewed via the District's website at <http://jcdd3.org>. This notice remained so posted continuously for at least 72 hours immediately preceding the scheduled time of said Meeting. And further, that a true and correct copy of said notice was furnished to the County Clerk of Jefferson County for posting in the Jefferson County Courthouse.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on March 25, 2026

JEFFERSON COUNTY DRAINAGE DISTRICT No. 3

By:  _____
Frank R. Rose, Chairman

I, the undersigned County Clerk of Jefferson County, do hereby certify that the above Notice of Meeting of the Jefferson County Drainage District No. 3 Board of Commissioners, is a true and correct copy of said Notice and that I received and posted said Notice on the Courthouse Doors and the bulletin board at the Courthouse of Jefferson County, Texas, at a place readily accessible to the general public at all times on the _____ day of _____, 20____ at _____m. and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the _____ day of _____, 20_____.

By: _____
Jefferson County Clerk

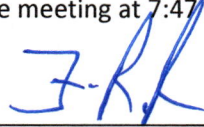
Return File Copy To: Jefferson County Drainage District No. 3, P.O. Box 388, Hamshire, TX 77622

DRAINAGE DISTRICT No. 3

24460 Highway 124
Hamshire, Texas
Jefferson County, Texas

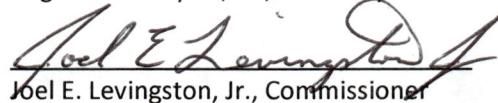
MINUTES OF MEETING
Of
BOARD OF COMMISSIONERS
Held
APRIL 1, 2026, AT 7:30 A.M.

- A. Meeting was called to order at 7:30 A.M. by Chairman Frank R. Rose.
- B. Present were Frank R. Rose, Chairman; Reginald C. Boykin, Secretary; Commissioner Joel Levingston, Jr., and Michelle Falugout, Jefferson County Engineer.
- C. Chairman Rose announced that this meeting was being recorded for the purpose of transcribing the minutes.
- D. There were no Public Comments
- E. Business Session:
1. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to approve and accept the Drainage Easement for Comalander Holdings, LLC, conveying Drainage District No. 3 0.595 acres of drainage easement along Ditch 120-d3 in Hamshire. The easement consists of 30 to 25 feet on each side of the ditch's centerline, for maintenance and drainage improvements. The property is a commercial development that is being built on T & N.O. RR. CO. SURVEY, SECTION 136 ABSTRACT NO. 260, DITCH 120-D3 in Jefferson County, Texas. The Easement is to be filed in the County Clerk's office in Jefferson County, Texas. All voted AYE.
 2. A discussion was held regarding the modifications to the Drainage Criteria Control Agreement – Declaration of Maintenance Covenant for Stormwater Structural Controls. Michelle Falgout explained that the previous requirement to have the facilities inspected annually by a certified engineer was removed and that, under the District's inspections, the landowner would need to have an inspection done if the system is not functioning properly. Other changes included a standard maintenance plan, and the declaration would follow the land, not the owner. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to approve and adopt the declaration as part of the Drainage Criteria Control Agreement – Maintenance Plan. All voted AYE.
- F. No Board Comments
- G. The next regular meeting date is set for Wednesday, April 15, 2026, at 7:30 a.m.
- H. Adjournment - With no further business, Chairman Rose adjourned the meeting at 7:47 a.m.



Frank R. Rose, Chairman

Reginald C. Boykin, Sr., Secretary



Joel E. Levingston, Jr., Commissioner

DRAINAGE EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

§

§

Comalander Holdings, LLC, (hereinafter called "**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations and exceptions described herein, does hereby GRANT, BARGAIN, SELL and CONVEY unto **Jefferson County Drainage District No. 3** (hereinafter called "**GRANTEE**"), its successors and assigns, a perpetual non-exclusive drainage easement for constructing, operating and maintaining stormwater drainage ditches, berms, and related facilities in, on, over and across the lands described herein, attached hereto and made a part hereof as though here copied verbatim, for drainage purposes. The drainage easement, situated in the T. & N.O. RR. Co. Survey, Section 136, Abstract No. 620, Jefferson County, Texas, is more particularly described as follows, to-wit:

DRAINAGE EASEMENT – DITCH NO. 120-d3

The DD3 Ditch referenced in Exhibit "A" indicates the location and existence of a known drainage ditch currently on Grantor's land recorded under Clerk's File No. 2025-19330 of the Jefferson County Official Public Records, Jefferson County, Texas.

See plat labeled Exhibit "A" and legal description labeled Exhibit "B" attached hereto.

Such drainage easement(s) is granted over GRANTOR's lands to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to provide the right to excavate ditches and laterals, and to construct berms thereon for the flow of waters, and giving said GRANTEE the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto GRANTEE the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. GRANTOR agrees that he will only construct permanent fencing along the drainage easements granted herein on one (1) side of the ditch if the ditch crosses the GRANTOR's land. The drainage easements also include the right of GRANTEE to construct, operate, maintain, alter, repair, and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas with, restrict the placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement at any time and for any reason during the term of this easement without further payment; and further including the right to construct improvements above ground and underground essential to the GRANTEE's drainage facilities, within the limits of said easements.

No structures or improvements, i.e. fences or buildings shall be placed in or across the DD3 easement depicted herein. No culverts, bridges, low-flow crossings, or other structures shall be placed in DD3 ditches or easements, shown herein, without an engineered design and DD3 approval.


Notwithstanding the foregoing device, the following reservations and exceptions will apply to and limit the conveyance of the easement described herein:

1. GRANTOR reserves unto himself, his successors, and assigns, the right to exercise all such interests, rights, and privileges as it may now have or may hold in the future without unreasonably interfering with or abridging the rights and easements conveyed herein.
2. The consideration recited in this Drainage Easement shall constitute payment in full for all damages sustained by GRANTOR by reason of GRANTEE's exercise of the rights hereby granted.
3. This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

TO HAVE AND TO HOLD the above-described drainage easement and right of way unto the said Jefferson County Drainage District No. 3, its successors, and assigns perpetually.

WITNESS the execution hereof on this 19th day of MARCH, 2026.

GRANTOR:



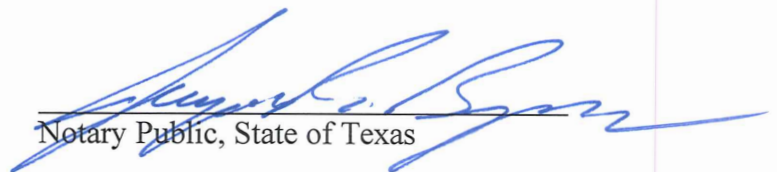
**Christopher Comalander,
Manager of Comalander Holding, LLC**

STATE OF TEXAS

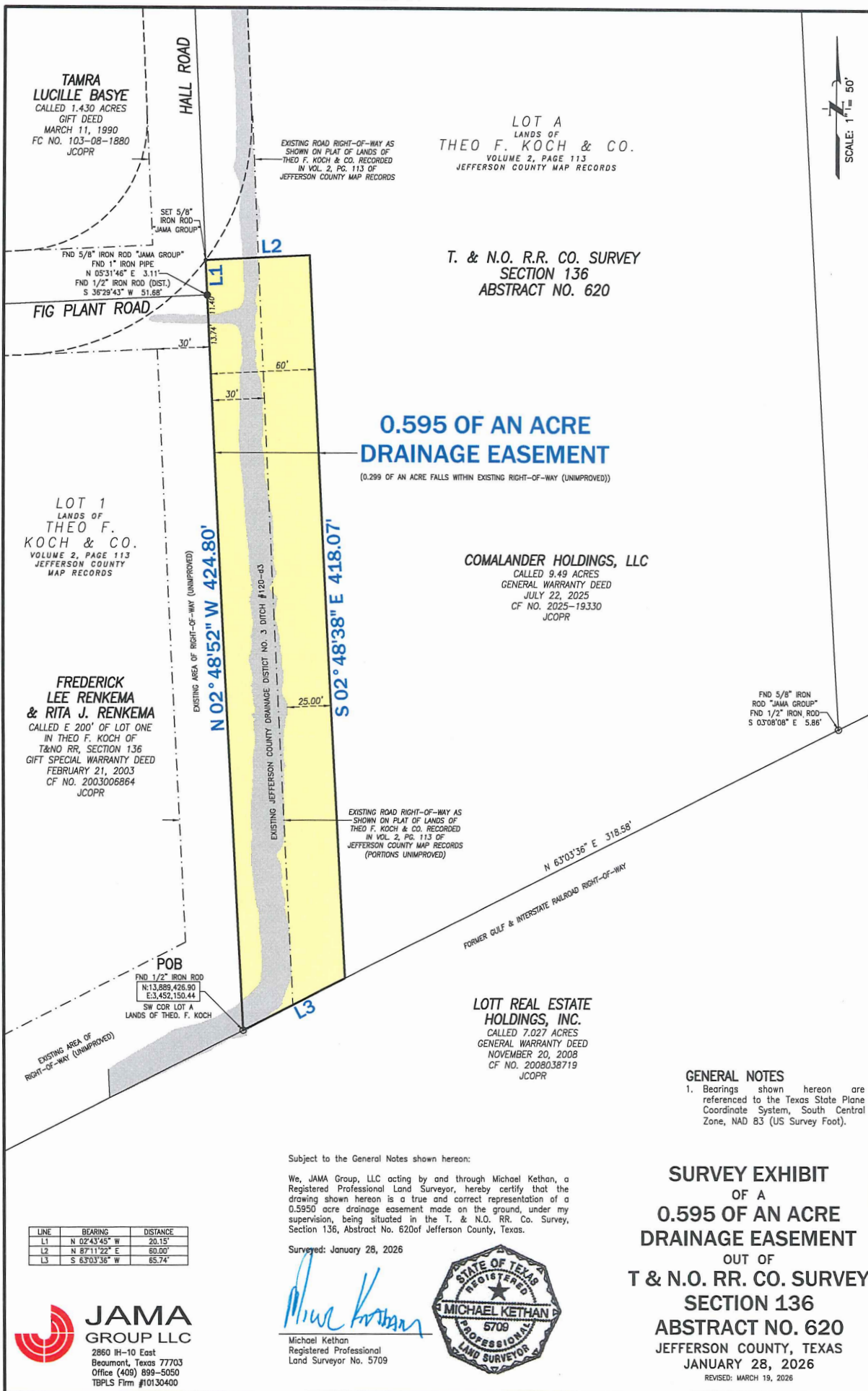
COUNTY OF JEFFERSON

This Drainage Easement was acknowledged before me on the 19th day of MARCH, 2026, by **Christopher Comalander as Manager of Comalander Holdings, LLC.**




Notary Public, State of Texas

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



TAMRA LUCILLE BASYE
CALLED 1.430 ACRES
GIFT DEED
MARCH 11, 1990
FC NO. 103-08-1880
JCOPR

LOT A
LANDS OF
THEO F. KOCH & CO.
VOLUME 2, PAGE 113
JEFFERSON COUNTY MAP RECORDS

T. & N.O. R.R. CO. SURVEY
SECTION 136
ABSTRACT NO. 620

**0.595 OF AN ACRE
DRAINAGE EASEMENT**

(0.299 OF AN ACRE FALLS WITHIN EXISTING RIGHT-OF-WAY (UNIMPROVED))

LOT 1
LANDS OF
THEO F.
KOCH & CO.
VOLUME 2, PAGE 113
JEFFERSON COUNTY
MAP RECORDS

COMALANDER HOLDINGS, LLC
CALLED 9.49 ACRES
GENERAL WARRANTY DEED
JULY 22, 2025
CF NO. 2025-19330
JCOPR

FREDERICK
LEE RENKEMA
& RITA J. RENKEMA
CALLED E 200' OF LOT ONE
IN THEO F. KOCH OF
T&NO RR, SECTION 136
GIFT SPECIAL WARRANTY DEED
FEBRUARY 21, 2003
CF NO. 2003006864
JCOPR

EXISTING ROAD RIGHT-OF-WAY AS
SHOWN ON PLAT OF LANDS OF
THEO F. KOCH & CO. RECORDED
IN VOL. 2, PG. 113 OF
JEFFERSON COUNTY MAP RECORDS
(PORTIONS UNIMPROVED)

N 63°03'36" E 318.58'
FORMER GULF & INTERSTATE RAILROAD RIGHT-OF-WAY

LOTT REAL ESTATE
HOLDINGS, INC.
CALLED 7.027 ACRES
GENERAL WARRANTY DEED
NOVEMBER 20, 2008
CF NO. 2008038719
JCOPR

GENERAL NOTES
1. Bearings shown hereon are
referenced to the Texas State Plane
Coordinate System, South Central
Zone, NAD 83 (US Survey Foot).

Subject to the General Notes shown hereon:

We, JAMA Group, LLC acting by and through Michael Kethan, a Registered Professional Land Surveyor, hereby certify that the drawing shown hereon is a true and correct representation of a 0.5950 acre drainage easement made on the ground, under my supervision, being situated in the T. & N.O. R.R. Co. Survey, Section 136, Abstract No. 620 of Jefferson County, Texas.

Surveyed: January 28, 2026

Michael Kethan

Michael Kethan
Registered Professional
Land Surveyor No. 5709



LINE	BEARING	DISTANCE
L1	N 02°43'45" W	20.15'
L2	N 87°11'22" E	60.30'
L3	S 63°03'36" W	65.74'

JAMA GROUP LLC
2860 IH-10 East
Beaumont, Texas 77703
Office (409) 899-5050
TBPLS Firm #10130400

**SURVEY EXHIBIT
OF A
0.595 OF AN ACRE
DRAINAGE EASEMENT
OUT OF
T & N.O. R.R. CO. SURVEY
SECTION 136
ABSTRACT NO. 620
JEFFERSON COUNTY, TEXAS
JANUARY 28, 2026**
REVISED: MARCH 19, 2026



Surveyor's Field Note Description
0.595 of an Acre Drainage Easement
 Pelham Humphries Survey, Abstract No. 32
 Jefferson County, Texas
 January 28, 2026

0.595 of an Acre Drainage Easement

BEING a 0.595 of an acre drainage easement as situated in the T. & N.O. RR. Co. Survey, Section 136, Abstract No. 620 of Jefferson County, Texas and being out of and a part of a called 9.49 acre tract as conveyed to Comalander Holdings, LLC by a General Warranty Deed dated July 22, 2025 and filed for record under Clerk's File No. 2025-19330 of the Jefferson County Official Public Records and being out of and a part of Lot A of the Lands of Theo F. Koch & Co. as shown on a plat filed for record under Volume 2, Page 113 of the Jefferson County Map Records. Said 0.595 acre drainage easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of the herein described tract, the southwest corner of said Comalander Holdings, LLC called 9.49 acre tract, the southeast corner of a certain tract of land as conveyed to Frederick Lee Renkema and Rita J. Renkema by a Gift Special Warranty Deed dated February 21, 2003 and filed for record under Clerk's file No. 2003006864 of said Jefferson County Official Public Records, the southwest corner of Lot A and the southeast corner of Lot 1 of said Lands of Theo F. Koch & Co., same being located in the northwest line of a called 7.027 acre tract as conveyed to Lott Real Estate Holdings, Inc. by a General Warranty Deed dated November 20, 2008 and filed for record under Clerk's File No. 2008038719 of said Jefferson County Official Public Records and the former northwest right-of-way of the Gulf & Interstate Railroad. Said place of beginning has a Texas State Plane Coordinate System, Lambert Projection, North American datum of 1983 (NAD 83), South Central Zone (U.S. Survey Foot) value of North: 13,889,426.90 and East: 3,452,150.44;

THENCE, North 02°48'52" West, a distance of 424.80 feet, along the west line of said Comalander Holdings, LLC called 9.49 acre tract, the east line of said Frederick Lee Renkema and Rita J. Renkema certain tract of land, the west line of Lot A, and the east line of Lot 1 both of said Lands of Theo F. Koch & Co., to a 5/8-inch iron rod set (with cap stamped "JAMA GROUP") for an angle corner of said Lott Real Estate Holdings, Inc. called 9.49 acre tract, an angle corner of the herein described tract, and the southeast corner of a called 1.430 acre tract as conveyed to Tamra Lucille Basye by a Gift Deed dated March 11, 1990 and filed for record under Film Code No. 103-08-1880 of said Jefferson County Official Public Records, from which a 1-inch iron pipe found (disturbed) for reference bears North 05°31'46" East, a distance of 3.11 feet and a 1/2-inch iron rod found (disturbed) for reference bears South 36°29'43" West, a distance of 51.68 feet;

THENCE, North 02°43'45" West, a distance of 20.15 feet, along the west line of said Comalander Holdings, LLC called 9.49 acre tract and the east line of said Tamra Lucille Basye called 1.430 acre tract, to a 5/8-inch iron rod set (with cap stamped "JAMA GROUP") for the northwest corner of the herein described tract, same being located in the arc of a curve on Fig Plant Road;

THENCE, North 87°11'22" East, a distance of 60.00 feet, over and across said Comalander Holdings, LLC called 9.49 acre tract, to a point for the northeast corner of the herein described tract;



THENCE, South 02°48'38" East, a distance of 418.07 feet, over and across said Comalander Holdings, LLC called 9.49 acre tract, to a point for the southeast corner of the herein described tract, same being located on the south line of said Comalander Holdings, LLC called 9.49 acre tract, the north line of said Lott Real Estate Holdings, Inc. called 7.027 acre tract and the former northwest right-of-way of said Gulf & Interstate Railroad, from which a 5/8-inch iron rod (with cap stamped "JAMA GROUP") for the southeast corner of said Comalander Holdings, LLC called 9.49 acre tract bears North 63°03'36" East, a distance of 318.58 feet;

THENCE, South 63°03'36" West, a distance of 65.74 feet, along the south line of said Comalander Holdings, LLC called 9.49 acre tract, the northwest line of said Lott Real Estate Holdings, Inc. called 7.027 acre tract, and the former northwest right-of-way of said Gulf & Interstate Railroad, to the **PLACE OF BEGINNING, CONTAINING** 0.595 of an acre of land in Jefferson County, Texas.

Note: The bearings recited herein are based and/or rotated to the Texas Coordinate System, South Central Zone, NAD 83 (U.S. Survey Feet).

Surveyed: January 28, 2026

TBPLS Firm #10130400

A handwritten signature in black ink that reads 'Michael Kethan'.



**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: _____

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.