

**Documents For
Steadman
Farms
Homeowners
Association**

Deeds/Miscellaneous

subject to all encumbrances and exceptions appearing of record as of the date hereof, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "Permitted Encumbrances"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**Remainder of This Page
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IN TESTIMONY WHEREOF, this instrument is executed to be effective as of the 6th day of August, 2014.

Steadman Farms, LLC
a Texas Limited Liability Company

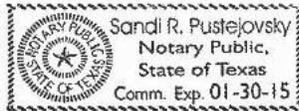
By: Hanover Services Group, Inc.,
a Texas corporation, its manager

By: 
Ben Luedtke, Exec. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of August, 2014, by Ben Luedtke, Exec. Vice President, of Hanover Services Group, Inc., a Texas corporation, in its capacity as manager of Steadman Farms, LLC, a Texas Limited Liability Company, on behalf of said entities.

SEAL



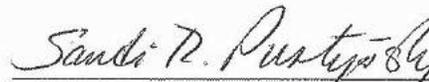

Notary Public in and for the State of Texas

Exhibit A – Property Description

GRANTEE'S ADDRESS:
3001 KNOX STREET, SUITE 207
DALLAS TX 75205

ESCROW AGENT:
REPUBLIC TITLE OF TEXAS INC
2626 HOWELL ST 10TH FL
DALLAS TX 75204-4064
CLOSER: KATHY MCDANIEL
GF# 1002-6752 SJB

Signature Page to Special Warranty Deed

DAL:0040485/00073:2170736v1

EXHIBIT A

Property Description

Lots 21x and 22x Block A, Lots 29x and 30x Block B, Lot 16x Block F, Lot 14x Block H, Lots 29x and 30x Block K, Lots 34x and 35x Block N, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded July 11, 2014, Document Number D214147574, a part of the Jose Chirino Survey, Abstract No. 265, Plat Records of Tarrant County, Texas.

**Property Description
Exhibit A**

DAL:0040485/00073:2170736v1

Electronically Recorded

Official Public Records

DOE # 7039

Mary Louise Garcia
Mary Louise Garcia

CITY SECRETARY
Tarrant County
CONTRACT NO. 45210
12/20/2013 2:13 PM
D213319857

PGS 11 \$56.00

Submitter: XEROX COMMERCIAL SOLUTIONS

**STORM WATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this day of December 10, 2013, by and between Steadman Farms, LLC, acting by and through their duly authorized officers, hereinafter referred to as "Landowner", the Steadman Farms Homeowners Association, hereinafter referred to as "Association" and the City of Fort Worth, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as an approximately 3.500 acre tract located in the Jose Chirino Survey, Abstract 265, Tarrant County, Texas according to the deed recorded Document Number D213146769, Deed Records, Tarrant County, Texas, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as Grading Plan-Timberland Detention Pond-West hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City and the Landowner and Association provides for management of storm water within the confines of the Property; and

WHEREAS, the City and the Landowner and Association, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of Fort Worth, Texas require that on-site Storm Water Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that on-site Storm Water Management Facilities ("Facility") as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including Association, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached Exhibit "A" ("Facility Property"); and



DOE # 7039

STORM WATER FACILITY
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this day of December 10, 2013, by and between Steadman Farms, LLC, acting by and through their duly authorized officers, hereinafter referred to as "Landowner", the Steadman Farms Homeowners Association, hereinafter referred to as "Association" and the City of Fort Worth, hereinafter referred to as "City".

WITNESSETH

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WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as Grading Plan-Timberland Detention Pond-West hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City and the Landowner and Association provides for management of storm water within the confines of the Property; and

WHEREAS, the City and the Landowner and Association, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of Fort Worth, Texas require that on-site Storm Water Management Facilities be constructed and maintained on a portion of the Property; and

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WHEREAS, Landowner agrees to convey the Facility Property to the Association and the Association agrees to accept the Property where the Storm Water Facility is located.

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 and Association, its successors and assigns, shall adequately construct and maintain the on-site Storm Water Management Facility ("Facility") at no expense to the City of Fort Worth in accordance with the design specifications for the Facility, attached as Exhibit "B", and the current standards then in force and effect in the City of Fort Worth and with the Operations and Maintenance Plan attached to this Agreement as Exhibit "C". The Storm Water Facility includes all pipes, channels or other conveyances built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Storm Water Structural Control Maintenance Checklists, attached to this Agreement as Exhibit "D", are to be used to establish what good working condition is acceptable to the City.
2. The Landowner and Association, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facilities, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.
3. The Landowner and Association, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the



Property and to inspect the Facility Property 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, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

4. In the event the Landowner and the Association, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps 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 Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**
5. The Landowner and the Association, its successors and assigns, will perform the work necessary to keep the Facility 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 costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner or the Association. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.
6. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AND ASSOCIATION AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER AND**



STEADMAN FARMS, LLC to the Association of legal title to the Facility Property, save and except for any liabilities, indemnities and obligations of STEADMAN FARMS, LLC as Landowner hereunder which have accrued and are due, payable and/or performable as of the date of the Transfer and which shall expressly survive the Transfer.

Executed this 28th day of June 2013.

Landowner
Steadman Farms, LLC
a Texas Limited Liability Company
By: Hanover Services Group, Inc.
a Texas corporation, its manager

Walter Damon

Name: Walter Damon

Title: Vice President

Homeowners Association

Name: Walter Damon

Title: DIRECTOR

City of Fort Worth

Fernando Costa

Fernando Costa
Assistant City Manager

Approved as to Form and Legality

[Signature] mtc C-26589
12-10-13

Assistant City Attorney

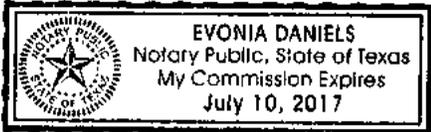
ATTEST

[Signature]
City Secretary



STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on December 17, 2013 by Fernando Costa, Assistant City Manager of the City of Fort Worth, on behalf of the City of Fort Worth.



Evonia Daniels
Notary Public, State of Texas

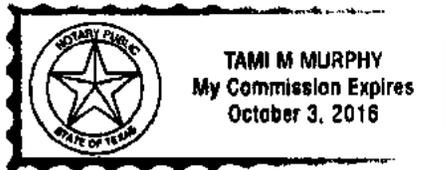
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority on this 28th day of June, 2013, personally appeared Walter Damon

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 Steadman Farms LLC, and that he executed the same as its Vice President and as the act of such _____ and for the purposes and consideration expressed in the foregoing instrument.

Tami M Murphy
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §



This instrument was acknowledged before me on June 28, 2013 by, WALTER DAMON, authorized representative, acting on behalf of the STEADMAN FARMS Homeowners Association.

Tami M Murphy
Notary Public, State of Texas

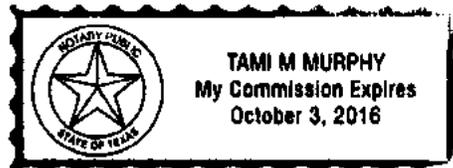


EXHIBIT A
STORM WATER FACILITY
MAINTENANCE AGREEMENT
CITY OF FORT WORTH
SHEET 1 OF 2

BEING a parcel of land located in the City of Fort Worth, Tarrant County, Texas, a part of the Jose Chirino Survey, Abstract No. 265, and being part of a called 3.500 acre tract of land described in deed to Steadman Farms, LLC as recorded in Document Number D213146769, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southwest corner of said 3.500 acre tract of land, said point being in the existing east right-of-way line of Park Vista Boulevard (an existing 55 foot wide right-of-way, a proposed 110 foot wide right-of-way);

THENCE North 00 degrees 22 minutes 59 seconds East, 110.00 feet to a point for corner;

THENCE South 89 degrees 14 minutes 44 seconds East, 307.02 feet to a point for corner in the east line of said 3.500 acre tract of land, said point being in the west line of Lot 1X, Block 7 of Timberland Phase 1A Addition, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 10591, Tarrant County Plat Records to;

THENCE South 09 degrees 18 minutes 45 seconds East, 111.72 feet along the east line of said 3.500 acre tract of land and along the west line of said Lot 1X to a one-half inch iron rod found at the southeast corner of said 3.500 acre tract of land, said point being the northeast corner of Lot 20X, Block 1 of said Timberland Phase 1A Addition;

THENCE North 89 degrees 14 minutes 44 seconds West, 325.83 feet along the south line of said 3.500 acre tract of land and along the north line of said Lot 20X to the POINT OF BEGINNING and containing 34,807 square feet or 0.799 of an acre of land.

BASIS OF BEARINGS: The Bearings shown hereon are based on the bearings shown on the Timberland Phase II-A Addition, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 11816, Tarrant County Plat Records.

SCALE:
1"=100'

DATE
06-13-13

DRAWN
BML

PROJECT
HPC085

16301 QUORUM DRIVE, SUITE 200B
ADDISON, TEXAS 75001



EXHIBIT A
 STORM WATER FACILITY
 MAINTENANCE AGREEMENT
 CITY OF FORT WORTH
 SHEET 2 OF 2



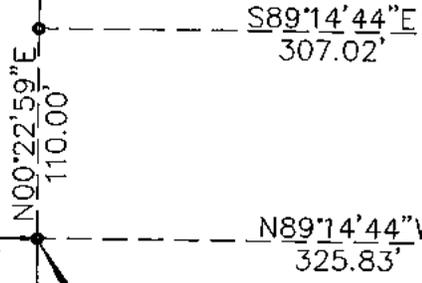
STEADMAN FARM, LLC.
 (FORMERLY: CHRIST'S HAVEN REALTY, LLC)
 CALLED 96.371 ACRES
 DOC. NO. D212309023

PARK VISTA BOULEVARD

CALLED: 3,500 ACRE
 STEADMAN FARMS, LLC.
 CC# D213146769

100' TEXAS POWER & LIGHT ESMT
 VOL. 6171, PG. 81

LOT 1X, BLOCK 7
 TIMBERLAND PHASE 1A ADDITION
 CAB. A, SLIDE 10591



55'

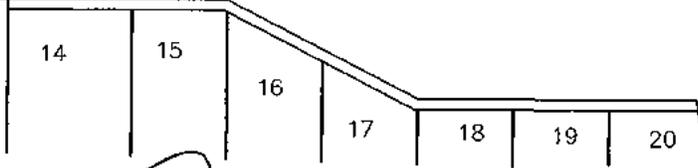
P.O.B.
 1/2" IRF

LOT 20X, BLOCK 1
 TIMBERLAND PHASE 1A ADDITION
 CAB. A, SLIDE 10591

LEGEND

POB POINT OF BEGINNING
 IRF IRON ROD FOUND

55'



[Handwritten Signature]

DAN B. RAMSEY
 R.P.L.S. NO. 4172
 JUNE 13, 2013

SCALE: 1"=100'	DATE 06-13-13	DRAWN BML	PROJECT HPC085	16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001	
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Exhibit "C"

CITY OF FORT WORTH STORM WATER FACILITY OPERATION AND MAINTENANCE PLAN

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

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Periodic silt removal shall occur when standing water conditions occur or the pond's storage volume is reduced by more than 10%. Silt shall be removed and the pond/basin returned to original lines and grades shown on the approved engineering plans. In addition, corrective measures are required any time a basin does not drain completely within 72 hours of cessation of inflow. **NO STANDING WATER IS ALLOWED** in basins designed for dry detention purposes.

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.

Detention facilities shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

To prevent debris from entering and clogging the downstream storm sewer system a wire mesh screen or similar screening device shall be installed over the outlet until final acceptance.

4. PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections. The log should document the condition of the detention system's primary components, mowing, and silt, litter and debris removal dates. Document aeration of the basin bottoms and replanting to prevent the sealing of the basin bottom.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

Exhibit "D"

Storm Water Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
MINOR INSPECTION				
Condition of Pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
MAJOR INSPECTIONS				
Condition of Storm Water Quality Structure				
Type of Storm Water Quality Structure				
Structure type and Condition				
Condition of Rip-				

Rap				
Condition of filtration system				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Condition of Aeration Foundation				

Document Receipt Information

Reference Number: 7039-10 - Agreement (Other)

Instrument Number:	D213319857
No of Pages:	11
Recorded Date:	12/20/2013 2:13:29 PM
County:	Tarrant
Volume:	
Page:	
Recording Fee:	\$56.00