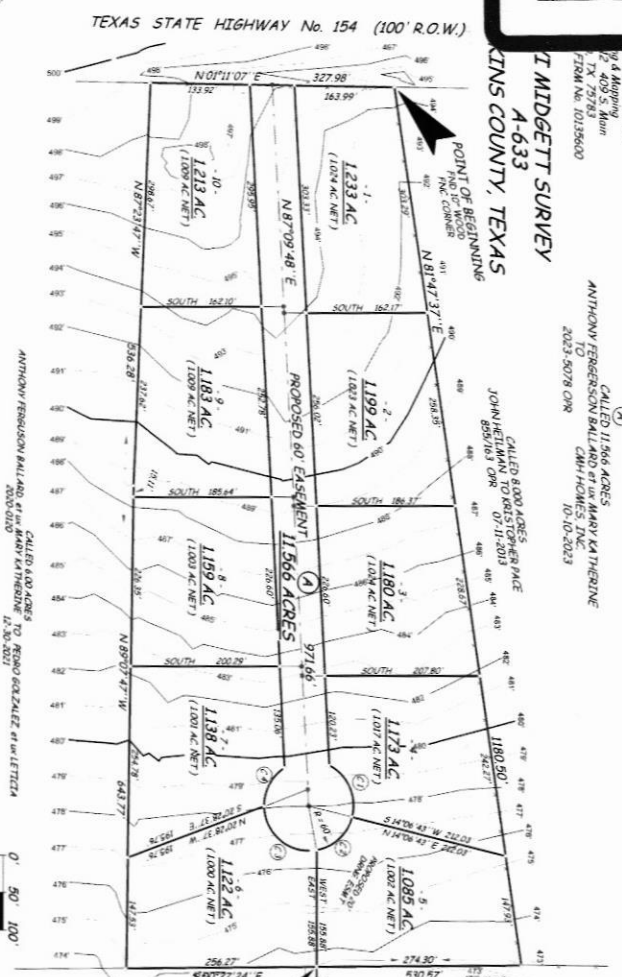


tabbert

CALLER 11,566 ACRES
ANTHONY FERBERSON BALLARD et al
COUNTY OF HOPEWELL, TEXAS
2023, 5078 COR

CALLER 11,566 ACRES
ANTHONY FERBERSON BALLARD et al
COUNTY OF HOPEWELL, TEXAS
2023, 5078 COR

FIELD NOTES
11,566 ACRES
BEING all of their certain lot, tract, or parcel of land situated in the Lew Midgett Survey, Abstract No. 633 Hopkins County, Texas, and being all of a called 11,566 acre tract of land described in a Deed from Anthony Ferguson Ballard and wife Mary Katherine Ballard, to CMI Homes, Inc., dated October 10, 2023, as shown of record in Instrument No. 2023-5078 Official Public Records, Hopkins County, Texas, said lot, tract or parcel of land being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2" wood fence corner post found at the Northwest corner of said 11,566 acre tract, same being the Southeast corner of Block 8000 of the subdivision of land known as the Beckham Ranch Estates, as shown of record in Instrument No. 2023-5078 Official Public Records, Hopkins County, Texas, and being in the East right-of-way line of Texas State Highway No. 154;
THENCE N 81°47'37" E, along the North line of said 11,566 acre tract, a distance of 180.50 feet to a 1/2" inch iron rod found at the Northeast corner of said 11,566 acre tract;
THENCE S 00°27'24" E, along the East line of said 11,566 acre tract, a distance of 530.97 feet to a 1/2" inch iron rod found at the Southeast corner of said 11,566 acre tract;
THENCE N 89°07'47" W, along the South line of said 11,566 acre tract, a distance of 643.77 feet to a 1/2" inch iron rod found at a corner;
THENCE N 87°23'47" W, continuing along the South line of said 11,566 acre tract, a distance of 536.28 feet to a 1/2" inch iron rod found at the Southwest corner of said 11,566 acre tract and in the East right-of-way line of said State Highway;
THENCE N 01°10'07" E, along the West line of said 11,566 acre tract and along said right-of-way line, a distance of 327.98 feet to THE POINT OF BEGINNING and containing 11,566 acres of land.



RESIDUE CALLED BECKHAM RANCH ESTATES
ANTHONY FERBERSON BALLARD et al
COUNTY OF HOPEWELL, TEXAS
2023, 5078 COR

THE STATE OF TEXAS
COUNTY OF HOPEWELL, TEXAS
I, _____ County Clerk of Hopkins County, Texas, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Texas, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

CLIQUE TABLE

COORDE	DIR. 12	RADIUS	LENGTH	LONGE. CHORD
C 1	79.96 57	60.0	86.86	5.6759 127.76 74.64
C 2	65.91 49	60.0	64.76	4.4703 227.76 64.80
C 3	99.71 74	60.0	103.98	6.3929 327.76 81.49
C 4	80.09 56	60.0	60.83	5.6152 517.76 84.05



NOTE: This proposed 60' EASEMENT SHALL FOREVER BE A PRIVATE EASEMENT AND NOT A PUBLIC EASEMENT. THE SUBDIVISION HOMEOWNERS ASSOCIATION HAS BEEN ADVISED OF THE EXISTENCE OF THIS EASEMENT BY THE HOPEWELL COUNTY PUBLIC HEALTH DEPARTMENT.

THE STATE OF TEXAS
COUNTY OF HOPEWELL, TEXAS
I, _____ County Clerk of Hopkins County, Texas, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Texas, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HOPEWELL, TEXAS
I, _____ County Clerk of Hopkins County, Texas, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Texas, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

THE STATE OF TENNESSEE
COUNTY OF KNOX
I, _____ County Clerk of Hopkins County, Tennessee, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Tennessee, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HOPEWELL, TEXAS
I, _____ County Clerk of Hopkins County, Texas, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Texas, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HOPEWELL, TEXAS
I, _____ County Clerk of Hopkins County, Texas, do hereby certify that on this _____ day of _____ A. D., 2023, the Commissioner's Court of Hopkins County, Texas, passed an Order authorizing the filing for record purposes on the Part, and said order has been duly entered in the minutes of said Court in Book _____ Page _____
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D., 2023

COUNTY CLERK, HOPEWELL COUNTY, TEXAS

BECKHAM RANCH ESTATES
DATE: 11-08-2023 SCALE: AS NOTED WH/1712

RUPAR & ASSOCIATES, PLLC
Surveying & Mapping
409 S. Main, Quitman, TX 75783

APPLICATION FOR LAND SUBDIVISION (PLAT)

DATE RECEIVED: _____
CHECK ONE: Preliminary Plat _____ Final Plat _____ Replat _____ Amended _____ Cancellation _____

1. PROPOSED SUBDIVISION NAME: BECKHAM RANCH ESTATES UNIT NO. _____

LOCATION DESCRIPTION/NEAREST COUNTY ROAD _____

ACREAGE 11.566 NO. OF LOTS: EXISTING 1 PROPOSED 10

REASON(S) FOR PLATTING/REPLATTING RESIDENTIAL SUBDIVISION

2. OWNER/APPLICANT*: CMH HOMES, INC., Applicant - owner authorization letter attached

(*If applicant is person other than owner, a letter of authorization must be provided from owner)

ADDRESS: 5000 CLAYTON RD., MARYVILLE, TN 37804

TELEPHONE: 865-380-3000 X5348 FAX: _____ MOBILE: 865-607-4186

EMAIL: david.brooks2@claytonhomes.com

3. LICENSED ENGINEER/SURVEYOR: BRUCE W. RUPAR, RPLS

MAILING ADDRESS: P.O. BOX 1412 409 S. MAIN, QUITMAN, TX 75783

TELEPHONE: 903-763-2949 FAX: _____ MOBILE: _____

EMAIL ADDRESS: bo@ruparsurveying.com

4. LIST ANY VARIANCES REQUESTED: private gravel roadway, maintained by Homeowners Assn.

REASON FOR REQUEST (LIST ANY HARDSHIPS): _____

5. PRESENT USE OF THE PROPERTY: vacant land

INTENDED USE OF LOTS: (CHECK ALL THOSE THAT APPLY)

RESIDENTIAL (SINGLE FAMILY) _____ RESIDENTIAL (MULTI-FAMILY)

_____ OTHER (SPECIFY) _____

6. PROPERTY LOCATED WITHIN CITY ETJ: _____ YES _____ NO

If yes, Name of City: _____

7. IS ANY PART OF THE PROPERTY IN A FLOODPLAIN? _____ YES _____ NO

WATER SUPPLY: North Hopkins WSC ELECTRIC SERVICE: Oncor Electric

SEWAGE DISPOSAL: Aerobic Septic Systems GAS SERVICE: N/A

8. Is the property subject to any liens, encumbrances, or judgments? If so, give details. (Provide separate sheet if needed) Permission from any lien holders and/or removal of any encumbrances or judgments will be necessary prior to filing of said plat with the County Clerk's Office.

9. See platting requirements. All necessary documents to reflect compliance must be complete before application will be deemed complete.

10. I agree to comply with all platting and subdivision requirements of Hopkins County, Texas. I understand that the plat will NOT be forwarded to the Commissioners' Court unless all documentation is satisfactorily filed with the County Clerk's Office correction due date.

CMH HOMES, INC.
By: 
Signature of Owner/Applicant

DAVID BROOKS, REAL ESTATE DEVELOPMENT MGR.
Print Name & Title

**If applicant is person other than owner, a letter of authorization must be provided from owner. Signature indicates authorization for plat application and acceptance of waiver statement.

DATE: 09/21/2023

Debbie Mitchell
 Tax Assessor/Collector
 128 Jefferson Street, Ste. D
 Sulphur Springs, TX 75482



Tax Certificate
 Property Account Number:
65-0633-000-001-06

Statement Date: 11/07/2023
Owner: BALLARD ANTHONY F & MARY K
Mailing: 195 CR.4508
Address: SULPHUR SPRINGS, TX 75482

Property Location: 0006340 N HWY 19 ES
Legal: ABS: 633 & 351| TR: 1-06| SUR: MIDGET LEVI

TAX CERTIFICATE FOR ACCOUNT : 65-0633-000-001-06
 AD NUMBER: R000017472
 GF NUMBER:
 CERTIFICATE NO : 360203

DATE : 11/7/2023
 FEE : 10.00

PAGE 1 OF 1

COLLECTING AGENCY

Hopkins County
 128 Jefferson Street, Ste. D
 Suite D
 Sulphur Springs TX 75482

PROPERTY DESCRIPTION

ABS: 633 & 351| TR: 1-06| SUR: MIDGET LEVI
 0006340 N HWY 19 ES
 42.893 ACRES

REQUESTED BY

DAVID BROOKS
 5000 CLAYTON RD
 MARYVILLE TN 37804

PROPERTY OWNER

BALLARD ANTHONY F & MARY K
 195 CR.4508
 SULPHUR SPRINGS TX 75482

UDI: 0%

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF HOPKINS COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

TAXES FOR 2023 ARE 105.33

CURRENT VALUES			
LAND MKT VALUE:	\$6,350	IMPROVEMENT :	\$0
AG LAND VALUE:	\$293,900	DEF HOMESTEAD:	\$0
APPRAISED VALUE:	\$300,250	LIMITED VALUE:	\$0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	HOSPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	NORTH HOPKINS ISD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 11/2023 : **\$0.00**

ISSUED TO : DAVID BROOKS
 ACCOUNT NUMBER: 65-0633-000-001-06

CERTIFIED BY : Debbie Mitchell AP
 Authorized agent of Hopkins County

Brooks, David

From: North Hopkins <nhwsc@hotmail.com>
Sent: Wednesday, September 27, 2023 4:47 PM
To: Brooks, David
Subject: [EXTERNAL] Highway 19 North

External email: careful w/ links or attachments

Please allow this to confirm that North Hopkins Water Supply Corporation will supply water service for the 10 lot subdivision being put in by Clayton Homes on Highway 19 North in Sulphur Springs, Texas.

This service will be provided as long as Clayton Homes adheres to the standards/regulations that are required for this non-standard service. They will also be required to pay all necessary fees.

Casey Janway
Manager



10/04/2023 | 3:43:28 PM CDT

Tyler McBee
New Construction Manager
111 Heritage Ct,
Sulphur Springs, TX 75482

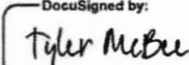
Clayton Homes
5000 Clayton Road,
Maryville, TN 37804

Re: Beckham Ranch Estates

Please be advised that Oncor Electric Delivery Company LLC, a Delaware limited liability company, can provide electric service to the above referenced site. Service will be provided upon request in accordance with our tariffs and service regulations on file with the Public Utility Commission of Texas.

If you have questions or need additional information, please feel free to contact me.

Sincerely,

DocuSigned by:

3EBEE3E399B849C...
Tyler McBee

New Construction Manager
tyler.mcbee@oncor.com

WWW.ONCOR.COM

DocuSign Envelope ID: 1772E31A-E3FE-432C-87C7-73D5CF48AA21

Appendix O

CERTIFICATE OF ON-SITE SEWAGE FACILITY INSPECTOR'S APPROVAL

THE STATE OF TEXAS §

COUNTY OF HOPKINS §

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Licensed On-Site Sewage Facility Inspector in the State of Texas, hereby certify that I have inspected the On-Site Sewage Facilities for this plat, and the same complies with the related requirements of the Hopkins County Subdivision Regulations and the TCEQ.

Kristy Springfield
On Site Inspector

November 22, 2023
Date

License No. OS 0034831

Seal:



[NOTE: *The inspector may be required to be present for questioning at the presentation of the plat to the Commissioners' Court.*]

DATE 10/04/2023

HOPKINS COUNTY CLERK
128 JEFFERSON STREET, SUITE C
SULPHUR SPRINGS TEXAS 75482

RECEIPT # 210113

TIME 14:15

FILE # M29858

RECEIVED OF: CMH HOMES INC

FOR: BECKHAM RANCH ESTATES

DESCRIPTION: PRELIMINARY PLAT FEE WITHOUT FLOODPLAIN - 10 LOTS
PAID IN FULL/TS

AMOUNT DUE \$1,100.00

AMOUNT PAID \$1,100.00

BALANCE \$.00

PAYMENT TYPE K

CHECK NO 3279900

COLLECTED BY TS

EASEMENT AGREEMENT FOR DRAINAGE

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: OCTOBER 10TH, 2023

**Grantor: ANTHONY FERGERSON BALLARD A/K/A ANTHONY FERGUSON
 BALLARD and spouse, MARY KATHERINE BALLARD**

**Grantor's Mailing Address: 195 CR 4508
 Sulphur Springs, Texas 75482
 Hopkins County**

**Grantee: CMH HOMES, INC., a Tennessee Corporation, acting by and through its
 duly authorized officer, DANNY J. WARRICK, President, pursuant to
 Actions By Unanimous Written Consent of the Board of Directors of CMH
 Homes, Inc. attached hereto**

**Grantee's Mailing Address: 5000 Clayton Road
 Maryville, Tennessee 37804
 Blount County**

Grantor's Lienholder: NONE.

GRANTEE'S DOMINANT ESTATE PROPERTY:

BEING all of that certain lot, tract, or parcel of land situated in the Levi Midgett Survey, Abstract No. 633, Hopkins County, Texas, and being a part of a called 48.893 acre tract of land described in a Deed from Jerry D. Brumfield to Anthony Ferguson Ballard and wife, Mary Katherine Ballard, dated October 01, 2020, as shown of record in Instrument No. 2020-5327, Official Public Records, Hopkins County, Texas, said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 10" wood fence corner post found at the westerly Northwest corner of said 48.893 acre tract, same being the Southwest corner of a called 8.000 acre tract of land described in a Deed from John Heilman to Kristopher Pace, dated July 11, 2013, as shown of record in Volume 855, Page 163, Official Public Records, Hopkins County Texas, and being in the East right-of-way line of Texas State Highway No. 154;

THENCE N 81°47'37"E, along the westerly North line of said 48.893 acre tract, a distance of 1180.50 feet to a 1/2 inch iron rod found at a re-entrant corner of said 48.893 acre tract and the Southeast corner of said 8.000 acre tract;

THENCE S 00°27'24"E, across said 48.893 acre tract, a distance of 530.57 feet to a 1/2 inch iron rod found for a corner;

THENCE N 89°07'47"W, continuing across said 48.893 acre tract, a distance of 643.77 feet to a 1/2 inch iron rod found for a corner;

THENCE N 87°23'47"W, a distance of 536.28 feet to a 1/2 inch iron rod found for a corner in the most westerly West line of said 48.893 acre tract and in the East right-of-way line of said State Highway;

THENCE N 01°11'07"E, along the most westerly West line of said 48.893 acre tract and along said right-of way line, a distance of 327.98 feet to the POINT OF BEGINNING and containing 11.566 acres of land.

BEING the same land as shown on survey of Bruce W. Rugar, Registered Professional Land Surveyor, No. 5781, dated 9-26-2023, a copy of the plat of said survey being attached hereto as EXHIBIT "A" for reference purposes.

EASEMENT PROPERTY:

BEING all of that certain lot, tract, or parcel of land situated in the Levi Midgett Survey, Abstract No. 633, Hopkins County, Texas and being a 30.0 feet wide Drainage Easement across a part of a 48.893 acre tract of land described in a Deed from Jerry D. Brumfield to Anthony Ferguson Ballard and wife, Mary Katherine Ballard, dated October 01, 2020, as shown of record in Instrument No. 2020-5327, Official Public Records, Hopkins County, Texas, said 30.0 feet wide Proposed Easement being 15.0 feet in width along each side of a centerline being more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner in the within said 48.893 acre tract, and being S 00° 27' 24" E, a distance of 274.30 feet from a 1/2 inch iron rod found at a re-entrant corner of said 48.893 acre tract;

THENCE EAST, across said 48.893 acre tract, a distance of 51.0 feet to a point for a corner in the shoreline of a private lake to the ENDING POINT of said Drainage Easement and containing 0.035 acres of land, said ENDING POINT being EAST 52.30 feet and SOUTH 274.30 feet from a 1/2 inch iron rod found at a re-entrant corner of said 48.893 acre tract.

BEING the same easement tract as shown on survey of Bruce W. Rugar, Registered Professional Land Surveyor, No. 5781, dated 9-26-2023, a copy of the plat of said survey being attached hereto as EXHIBIT "A" for reference purposes.

EASEMENT PURPOSE:

For the installation, construction, operation, maintenance, replacement, repair and upgrade of drainage facilities to direct the flow of stormwater runoff from Grantor's Dominant Estate Property into the private lake at the ending point of this Drainage Easement situated on the remainder of Grantor's original 48.893 acre tract of land (collectively, the "Facilities").

Consideration: TEN AND NO/100s DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance and Exceptions to Warranty:

1. Subject to all outstanding Reservations, Restrictions and Rights of Way of record and to all visible and apparent easements.

Grant of Easement: Grantors, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grant, sell, and convey to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantors bind Grantors and Grantors' heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty,

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is APPURTENANT TO, runs with, and inures to the benefit of all or any portion of Grantee's Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of Grantee's Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantors reserve for Grantors and Grantors' heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantors and Grantors' heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose and Grantors do not construct any building, structure or obstruction within the Easement Property, and Grantors further reserve the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. **Secondary Easement.** Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. **Improvement and Maintenance of Easement Property.** Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, repair, upgrade, replace and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, repair, upgrade, replacement and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, repair, upgrade, replace or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. **Equitable Rights of Enforcement.** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. **Attorney's Fees.** If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. **Binding Effect.** This agreement binds and inures to the benefit of the parties and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. **Counterparts.** This agreement may be executed in multiple counterparts. All counterparts taken together will be construed together and will constitute this agreement.

11. **Waiver of Default.** A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. **Further Assurances.** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties or promises and no party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.


18. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.


SEE SEPARATE SIGNATURE PAGES OF GRANTORS AND GRANTEE HERETO.

SIGNATURE PAGE OF GRANTORS, ANTHONY FERGERSON BALLARD A/K/A ANTHONY FERGUSON BALLARD AND SPOUSE, MARY KATHERINE BALLARD, TO EASEMENT AGREEMENT FOR DRAINAGE EXECUTED BY AND BETWEEN ANTHONY FERGERSON BALLARD A/K/A ANTHONY FERGUSON BALLARD AND SPOUSE, MARY KATHERINE BALLARD, AS GRANTORS, AND CMH HOMES, INC., A TENNESSEE CORPORATION, AS GRANTEE, DATED OCTOBER 10TH, 2023.

GRANTORS:



**ANTHONY FERGERSON BALLARD
A/K/A ANTHONY FERGUSON BALLARD**

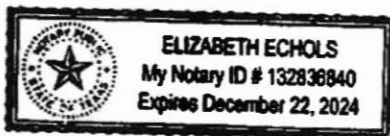



MARY KATHERINE BALLARD

(Acknowledgment)

**THE STATE OF TEXAS,
COUNTY OF HOPKINS.**

This instrument was acknowledged before me on the 11 day of **OCTOBER, 2023**,
by **ANTHONY FERGERSON BALLARD A/K/A ANTHONY FERGUSON BALLARD.**



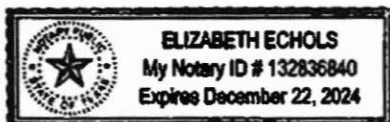


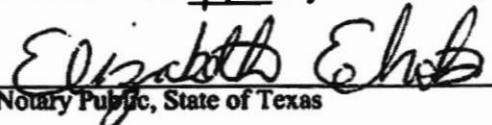
Notary Public, State of Texas

(Acknowledgment)

**THE STATE OF TEXAS,
COUNTY OF HOPKINS.**

This instrument was acknowledged before me on the 11 day of **OCTOBER, 2023**,
by **MARY KATHERINE BALLARD.**





Notary Public, State of Texas

SIGNATURE PAGE OF GRANTEE, CMH HOMES, INC., A TENNESSEE CORPORATION, TO EASEMENT AGREEMENT FOR DRAINAGE EXECUTED BY AND BETWEEN ANTHONY FERGUSON BALLARD AND SPOUSE, MARY KATHERINE BALLARD, AS GRANTORS, AND CMH HOMES, INC., A TENNESSEE CORPORATION, AS GRANTEE, DATED OCTOBER 10TH, 2023.

GRANTEE:
**CMH HOMES, INC.,
a Tennessee Corporation**

By: 
DANNY J. WARRICK, President

(Acknowledgment)

THE STATE OF TENNESSEE,
COUNTY OF Knox.

This instrument was acknowledged before me on the 11th day of OCTOBER, 2023, by **DANNY J. WARRICK, President of CMH HOMES, INC., a Tennessee Corporation,** on behalf of said entity in the capacity herein stated.




Notary Public, State of TENNESSEE

After recording, return to:
HOPKINS COUNTY ABSTRACT COMPANY

Prepared in the law office of:
**Jonathan A. Newsom
113 Jefferson Street
Sulphur Springs, Texas 75482**

FILED AND RECORDED ON

OCT 13, 2023 AT 02:28P

AS A(N) OP RECORD

CLERK NUMBER 20235079 PAGES 9

AMOUNT: 58.00

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RECEIPT NUMBER 23006745

BY SRAGAN

STATE OF TEXAS HOPKINS COUNTY, TEX

I hereby certify that this instrument was filed in file number sequence on the date and time stamped hereon by me and was duly recorded in the named records of Hopkins County, Texas.

TRACY SMITH, COUNTY CLERK
HOPKINS COUNTY, TEXAS

HOPKINS COUNTY ABSTRACT

HCA

BECKHAM RANCH ESTATES

Sulphur Springs, Texas



VICINITY MAP

SHEET INDEX

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C1.1	PAVING DETAILS
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C3.0	GRADING PLAN
C3.1	PROPOSED ROAD PLAN & PROFILE
C3.2	PRE-CONSTRUCTION DRAINAGE PLAN
C3.3	POST-CONSTRUCTION DRAINAGE PLAN
C3.4	PRE & POST DEVELOPMENT CALCULATIONS

PERMIT SET: SPM0023
ISSUED FOR: DATE

BECKHAM RANCH ESTATES
SULPHUR SPRINGS, TX

DYNAMIC
Engineering
Consultants
PLLC

PROFESSIONAL
ENGINEERING
SERVICES
200 S. HILLCREST SUITE C
SULPHUR SPRINGS, TX
75482

STATE OF TEXAS
JAMES W. BURNETT
93832
PROFESSIONAL ENGINEER

ENGINEERING SEAL: SPM0023

DATE	DATE
DRAWN: ALEX SANDOZ	DATE:
CHECKED: J. W. BURNETT	DATE:
ENG. APPR: J. W. BURNETT	DATE:

TITLE PAGE
PROJECT # 998
SHEET NUMBER T1.0

ENGINEER:

DYNAMIC ENGINEERING
CONSULTANTS, PLLC
200 SOUTH HILLCREST DRIVE SUITE C
SULPHUR SPRINGS, TX 75482
CONTACT: JAMES W. BURNETT
PH# 903-382-3444

EROSION CONTROL NOTES

- CONTRACTOR MUST COMPLETE A CONSTRUCTION SITE NOTIFICATION BEFORE COMMENCEMENT OF CONSTRUCTION BY ANY MEANS (FIELD PERMIT FOR CONSTRUCTION ACTIVITIES (TX-50000)). THE GENERAL CONTRACTOR, (AND ALL SUBCONTRACTORS) SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING THE CONSTRUCTION SITE NOTIFICATION PERMIT THROUGHOUT THE DURATION OF THE PROJECT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING THE CONSTRUCTION SITE NOTIFICATION PERMIT THROUGHOUT THE DURATION OF THE PROJECT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING THE CONSTRUCTION SITE NOTIFICATION PERMIT THROUGHOUT THE DURATION OF THE PROJECT.
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EROSION CONTROL SEQUENCE

- CONSTRUCT TEMPORARY CONSTRUCTION EXITS
- INSTALL PERMITS SILT FENCE AS SHOWN
- COMMENCE GRUBBING AND REMOVAL OF VEGETATION IN AREAS TO RECEIVE CUT OR FILL
- CONSTRUCT DETENTION POND (IF APPLICABLE) WITH PERMANENT OUTLET STRUCTURE, TO BE USED AS TEMPORARY SEDIMENT BASIN, WITH TEMPORARY OUTLET CONTROL (SEE DETAILS)
- COMMENCE GRUBBING OPERATION FOR BUILDING PAIR PREPARATION (SEE GRADING PLAN)
- INSTALL ALL UNDERGROUND UTILITIES
- INSTALL SILT PROTECTION AROUND NEWLY CONSTRUCTED NEETS
- INSTALL PAVED DRIVE GRAD
- INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT, CURB, AND GUTTER
- INSTALL ALL PAVING, CURB AND GUTTER
- COMPLETE GRUBBING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION, IN ACCORDANCE WITH THE LANDSCAPING PLAN
- CONVERT SEDIMENT BASIN TO DETENTION POND, REMOVE TEMPORARY OUTLET STRUCTURE, AND EXCAVATE ACCUMULATED SEDIMENT TO RETURN BASIN TO ORIGINAL DESIGN DEPTH
- REMOVE ALL TEMPORARY SEDIMENT CONTROL MEASURES AND CONSTRUCTION EXITS

NOTICE TO CONTRACTORS

TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PERFORMED BY BURR & ASSOCIATES, SURVEYING, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY, IN WRITING, OF ANY DISCREPANCIES OR OMISSIONS TO THE TOPOGRAPHIC INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE TOPOGRAPHIC INFORMATION. ANY DISCREPANCIES, CONDUITS, PIPES, AND STRUCTURES (STORM SEWER, SANITARY SEWER, GAS, ELECTRIC, ETC.) WHICH DO NOT APPEAR ON THE TOPOGRAPHIC INFORMATION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER. ANY DISCREPANCIES ARE FOUND BETWEEN THE ACTUAL CONDITIONS VERSUS THE TOPOGRAPHIC INFORMATION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER IMMEDIATELY. ADDITIONALLY, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY ERRORS OR DISCREPANCIES ARE FOUND ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND ENGINEER OF ANY ERRORS OR DISCREPANCIES ARE FOUND ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND ENGINEER OF ANY ERRORS OR DISCREPANCIES ARE FOUND ON THE CONSTRUCTION DOCUMENTS.

BECKHAM RANCH ESTATES
SULPHUR SPRINGS, TX



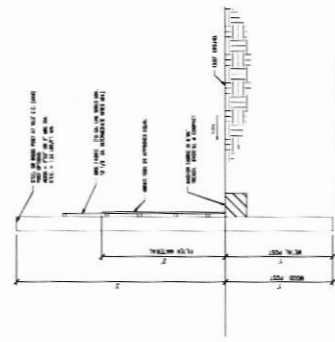
PROFESSIONAL ENGINEERING SERVICES
2400 W. STATE ST. SUITE 100
SULPHUR SPRINGS, TX 75483
PHONE: 817-335-1111
FAX: 817-335-1112
WWW.DYNAMICCONSULTANTS.COM



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/11/11
2	FOR CONSTRUCTION	08/11/11
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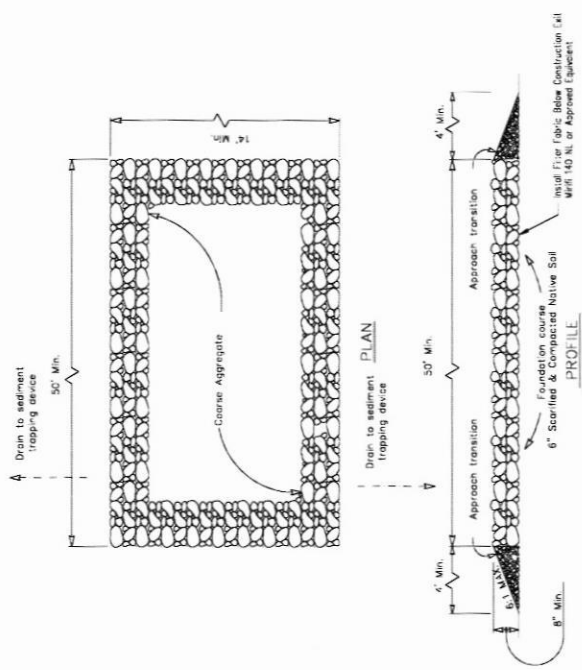
SWPPP MAINTENANCE NOTES

- ALL MATERIALS STAY ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING THE CONSTRUCTION SITE NOTIFICATION PERMIT THROUGHOUT THE DURATION OF THE PROJECT.
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SILT FENCE DETAIL

N.T.S.
 NOTE: STRAW BALES MAY BE USED IN LIEU OF FABRIC AROUND CATCH BASINS. BALES SHALL BE EMBEDDED 4" IN TO GROUND AND SECURELY STAKED IN PLACE.



CONSTRUCTION EXT

N.T.S.

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1.
4. The construction exit shall be graded to allow drainage to a sediment trapping device.

BECKHAM RANCH ESTATES
 SULPHUR SPRINGS, TX

PROJECT SET: 2/14/2023
 DRAWN BY: DATE



DYNAMIC
Engineering Consultants

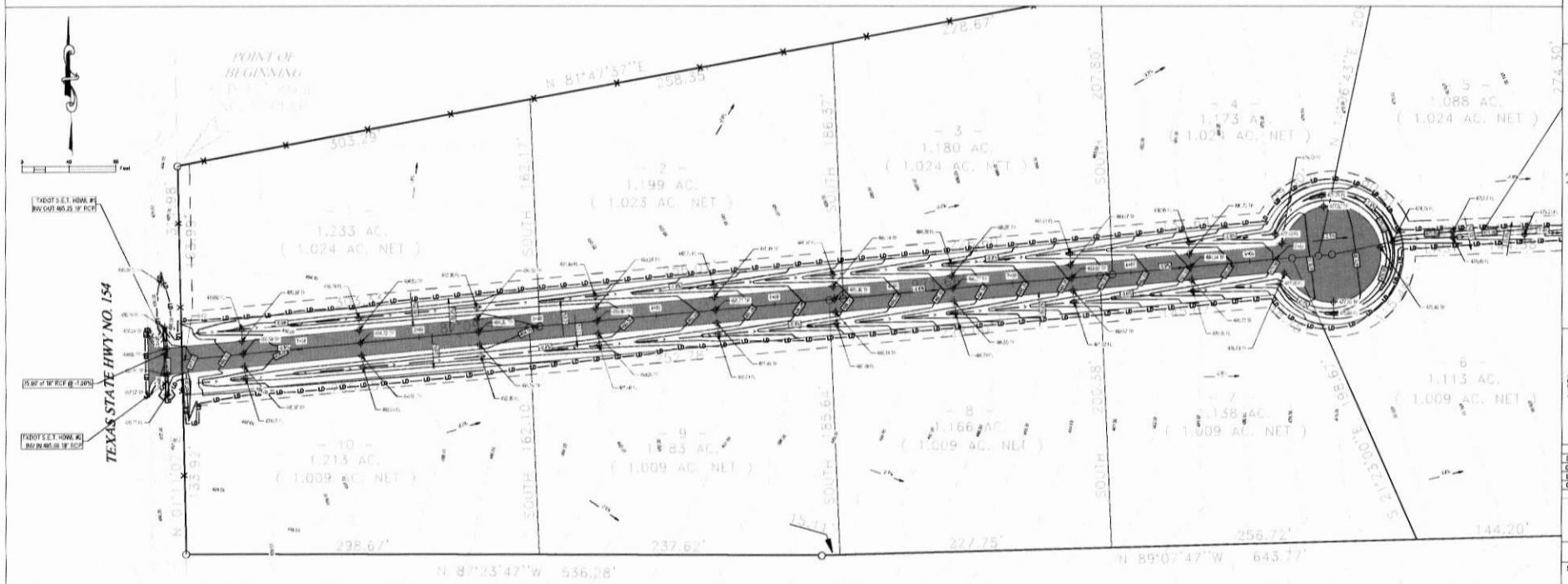
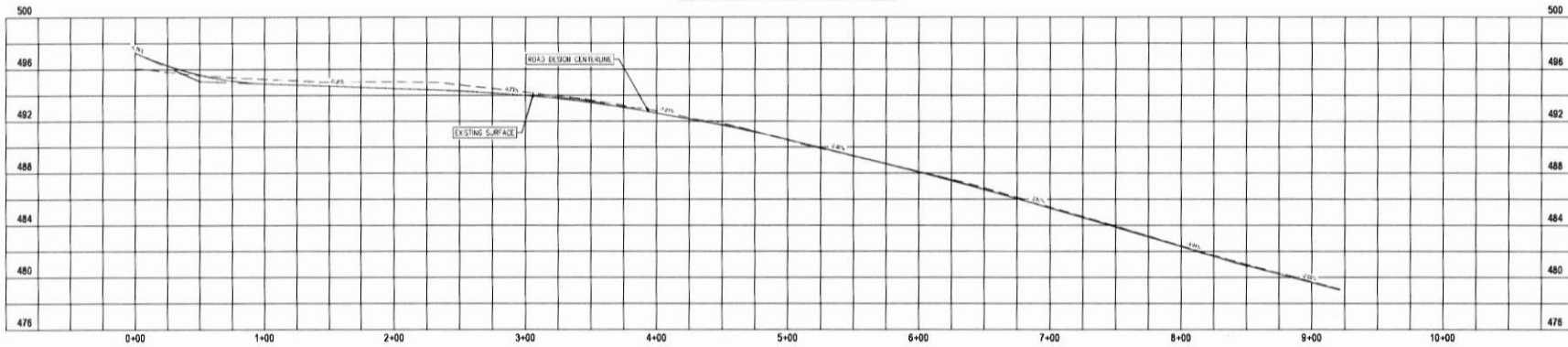
PROFESSIONAL ENGINEERING SERVICES
 1000 W. UNIVERSITY BLVD. SUITE 100
 SULPHUR SPRINGS, TX 75483
 (940) 265-1111
 www.dynamic-engineers.com



ENGINEERING SEAL	NAME	DATE
DESIGNED	2/14/2023	2/14/2023
CHECKED	2/14/2023	2/14/2023
DATE		

PROJECT # 2023-001
 SHEET NUMBER C2.2

PROPOSED ROAD PROFILE



PERMIT SET: 8/18/03
 BOARD FOR: DATE:

BECKHAM RANCH ESTATES
 SULPHUR SPRINGS, TX



DYNAMIC
 Engineering
 Consultants
 PLLC

PROFESSIONAL
 ENGINEERING
 SERVICES

200 S. HILLCREST, SUITE C
 S.W. PHIL SPRINGS, TX
 75482



ENGINEERING SEAL	NAME	DATE
	JAMES W. BURNETT	8/18/03

CHECKED	ENG APPR	DATE
	J. W. BURNETT	8/18/03

PROPOSED ROAD PLAN & PROFILE
 PROJECT # 888
 SHEET NUMBER **C3.1**



November 22, 2023

Tracy Smith, County Clerk
Hopkins County Texas
128 Jefferson St., Suite C
Sulphur Springs, TX 75482

Sent by 1st Class U.S. Mail and
[email to: CClerk@HopkinsCountyTX.org](mailto:CClerk@HopkinsCountyTX.org)

Re: Proposed **Beckham Ranch Estates** residential subdivision Variance Request for Privately Maintained, Gravel Access Roadway Easement in lieu of a County Maintained, Public Roadway

Dear Ms. Smith:

Please accept this letter as our formal request, as owner-developer of the above referenced, proposed Beckham Ranch Estates residential subdivision, for the Hopkins County Commissioner Court to consider and grant a variance for us to install a **sixty-foot wide, private roadway easement**, constructed with gravel and drainage ditches, to provide legal access from Hwy 19/154 to all the lots within this proposed residential subdivision, as shown on our proposed subdivision plat.

Prior to selling the first lot, we will establish, in accord with state law and regulation, a not-for-profit homeowners association (HOA) entity, with bylaws that includes responsibility for maintenance of the private roadway easement to be provided by the HOA in perpetuity.

We have noted on the proposed subdivision plat that Hopkins County will not ever take responsibility for maintenance of this private roadway easement.

Please let me know if you have any questions or concerns.

Thank you.

A handwritten signature in black ink, appearing to read "David J. Brooks".

David J. Brooks
Development Manager
CMH Homes, Inc.
(865) 380-3000 x5348