

APPLICATION FOR LAND SUBDIVISION (PLAT)

FILED  
AT 10:30 o'clock A.M.  
JAN 12 2024

TRACY SMITH  
COUNTY CLERK  
HOPKINS COUNTY, TEXAS



DATE RECEIVED: \_\_\_\_\_

CHECK ONE: Preliminary Plat  Final Plat \_\_\_\_\_ Replat \_\_\_\_\_ Amended \_\_\_\_\_ Cancellation \_\_\_\_\_

1. PROPOSED SUBDIVISION NAME: BECKHAM RANCH ESTATES

LOCATION DESCRIPTION/NEAREST COUNTY ROAD TX State Hwy No. 154

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: \_\_\_\_\_

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., Owner

By: [Signature]

David Brooks, Real Estate Development Manager

Signature of Owner/Applicant

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: 01/04/2024

**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 PAGE 1 OF 1  
FEE : 10.00

**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



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

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

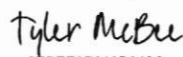
Clayton Homes  
5000 Clayton Road,  
Maryville, TN 37804

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

## 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

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.*]



FILED  
AT 11:05 o'clock A.M.  
NOV 22 2023  
TRACY SMITH  
COUNTY CLERK  
HOPKINS COUNTY, TEXAS

November 22, 2023

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

Sent by 1<sup>st</sup> 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.

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

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

DATE 01/22/2024

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

RECEIPT # 210337

TIME 15:56

FILE # M29866

RECEIVED OF: CMH HOMES INC

FOR: BECKHAM RANCH ESTATES

DESCRIPTION: FINAL PLAT FEE - PAID IN FULL/TS

AMOUNT DUE \$250.00

AMOUNT PAID \$250.00

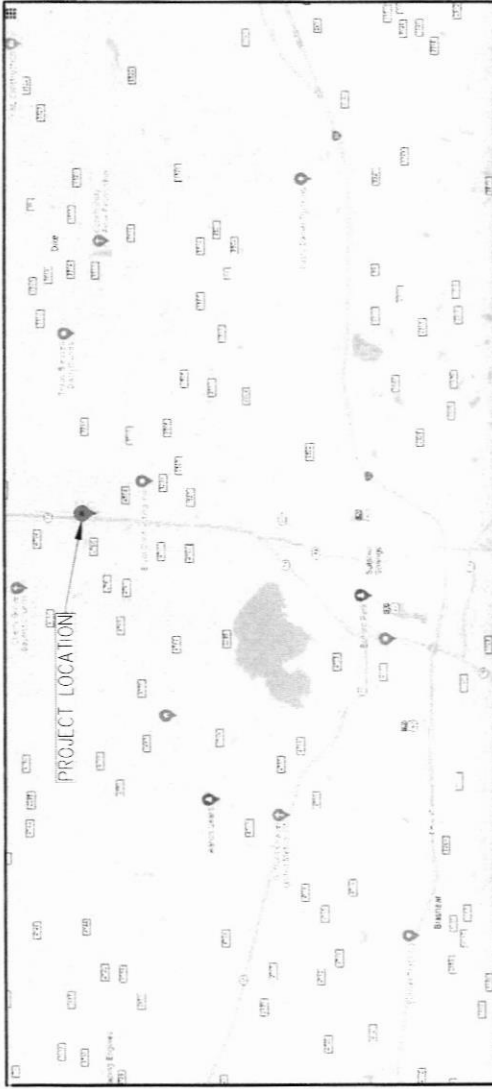
BALANCE \$.00

PAYMENT TYPE K  
CHECK NO 369753  
COLLECTED BY TS



# BECKHAM RANCH ESTATES

Subur Springs, Texas



VICINITY MAP

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

SHEET INDEX	
SHEET NO.	DESCRIPTION
T10	TITLE PAGE
C10	SITE/UTILITY PLAN
C11	PAVING DETAILS
C20	EROSION CONTROL NOTES
C21	EROSION CONTROL PLAN
C22	EROSION CONTROL DETAILS
L30	DRAINAGE PLAN
C31	PROPOSED ROAD PLAN & PROFILE
C32	PRE-CONSTRUCTION SWAPAGE PLAN
C33	POST-CONSTRUCTION SWAPAGE PLAN
C34	PRE & POST DEVELOPMENT CALCULATIONS

BECKHAM RANCH ESTATES  
 SULPHUR SPRINGS, TX



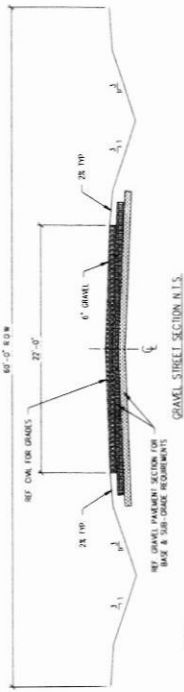
**DYNAMIC**  
 Engineering  
 Consultants  
 PLLC  
 PROFESSIONAL  
 ENGINEERING  
 SERVICES  
 200 SOUTH HILLCREST DRIVE  
 SULPHUR SPRINGS, TX  
 75482  
 TEL: 903-382-3444  
 FAX: 903-382-3445  
 WWW.DYNAMICCONSULTANTS.COM



REVISION	DATE	BY	CHKD

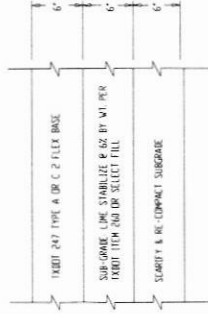
TITLE PAGE  
 SHEET NUMBER: T10





- NOTES:
1. A SOIL INVESTIGATION FOR SUB-GRADE DESIGN SHALL BE CONDUCTED.
  2. BASE COURSE WITH (MINIMUM) APPLICABLE 'A'.
  3. SUB-GRADE WITH 'B'.

GRAVEL PAVEMENT SECTION



GRAVEL SECTION  
SCALE: NONE

GRAVEL PAVEMENT SECTION

BECKHAM RANCH ESTATES  
SULPHUR SPRINGS, TX



PROFESSIONAL  
ENGINEERING  
SERVICES  
STATE OF TEXAS  
REGISTERED PROFESSIONAL ENGINEER  
NO. 14862  
DYNAMIC ENGINEERING CONSULTANTS, LLC  
1111 W. UNIVERSITY BLVD.  
SUITE 200  
DALLAS, TEXAS 75243-1211  
(214) 343-1111



ENGINEER'S SEA.	NAME	DATE
SEAL		
CHECKED		
DATE		

PROJECT: 885  
SHEET NUMBER: C1.1

## EROSION CONTROL NOTES

1. CONTRACTOR SHALL COMPLETE A CONSTRUCTION SITE WATER EROSION CONTROL PLAN AND CONTRACTORS (E SYSTEM) GENERAL PERMITS FOR CONSTRUCTION ACTIVITIES (E1000000). THE GENERAL CONTRACTOR, (AND ALL SUBCONTRACTORS) SHALL BE RESPONSIBLE FOR THE EROSION CONTROL PLAN AND THE CONSTRUCTION SITE WATER EROSION CONTROL PLAN AS DEFINED IN THE PERMITS. THE CONTRACTOR SHALL BE FAMILIAR WITH THE CONTENTS OF THE STORM WATER POLLUTION PREVENTION PLAN AS DEFINED IN THE PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EROSION CONTROL PLAN AND THE CONSTRUCTION SITE WATER EROSION CONTROL PLAN AS DEFINED IN THE PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EROSION CONTROL PLAN AND THE CONSTRUCTION SITE WATER POLLUTION PREVENTION PLAN ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EROSION CONTROL PLAN AND THE CONSTRUCTION SITE WATER POLLUTION PREVENTION PLAN ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EROSION CONTROL PLAN AND THE CONSTRUCTION SITE WATER POLLUTION PREVENTION PLAN ON THE CONSTRUCTION SITE.
2. THE CONTRACTOR SHALL ADVISE THE ENGINEER OF OPERATIONS FOR EROSION CONTROL MEASURES WHEN ANY DEVIATION FROM THIS SPECIFICATION IS NECESSARY BY THE CONTRACTOR THAT MAY REQUIRE THAT THE STORM WATER POLLUTION PREVENTION PLAN BE REVISED TO BE IN ACCORDANCE WITH THE PERMITS. THE PERMITS, PRINT GUIDELINES AND SECTION 10 OF THE STORM WATER POLLUTION PREVENTION PLAN.
3. ON AND OFF SITE EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE PERMITS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
4. THE GENERAL CONTRACTOR SHALL PERFORM ALL REQUIRED INSPECTIONS OF STORM WATER CONTROLS AND PRACTICES AT FREQUENCIES AS SPECIFIED IN THE PERMITS AND SHALL COMPLETE AND SIGN APPROPRIATE INSPECTION FORMS (AS PROVIDED IN THE STORM WATER POLLUTION PREVENTION PLAN).
5. ON AND OFF SITE EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE PERMITS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
6. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED WITHIN FOURTEEN DAYS OF THE COMPLETION OF CONSTRUCTION.
7. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
8. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
9. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
10. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
11. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
12. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
13. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
14. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.
15. ALL AREAS SHALL BE CLEARED AS THE CONSTRUCTION SITE DETENTION SYSTEMS ARE COMPLETED. THE CONTRACTOR SHALL MAINTAIN ALL AREAS THAT ARE TO BE CLEARED IN A SAFE AND ACCESSIBLE MANNER TO THE PUBLIC.

## EROSION CONTROL SEQUENCE

1. CONSTRUCT TEMPORARY CONSTRUCTION EXITS
2. INSTALL PERMANENT SILT FENCE AS SHOWN
3. COMMENCE GRABBING AND REMOVAL OF VEGETATION IN AREAS TO RECEIVE CUT OR FILL
4. CONDUCT DETAILING, EROSION CONTROL (APPLICABLE) WITH PERMANENT SLOTTED STRUCTURE TO BE USED AS TEMPORARY SEDIMENT BASIN WITH TEMPORARY OUTFIT CONTROL (SEE DETAILS)
5. COMMENCE GRABBING VEGETATION FOR BOLLING PADS INSTALLATION (SEE GRABBING PLAN)
6. INSTALL ALL UNDERGROUND UTILITIES
7. INSTALL INLET PROTECTION AROUND WORK CONSTRUCTED RIGGS
8. FINISH PAVEMENT SURF GRADE
9. INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT, CURB AND GUTTER
10. INSTALL ALL PAVING, CURB AND GUTTER
11. COMPLETE PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION IN ACCORDANCE WITH THE UNDERLYING PERMITS
12. CONVERT SEDIMENT BASIN TO DETENTION POND, REMOVE TEMPORARY OUTFIT STRUCTURE, AND EXCAVATE ACCUMULATED SEDIMENT TO RETURN BASIN TO ORIGINAL DESIGN BEING
13. REMOVE ALL TEMPORARY SEDIMENT CONTROL MEASURES AND CONSTRUCT ON LOT

## NOTICE TO CONTRACTORS

FOR THE INFORMATION OF THE CONTRACTOR, THE ENGINEER HAS REVIEWED THE INFORMATION PROVIDED BY THE CONTRACTOR TO THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY OR OMISSIONS TO THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER HAS REVIEWED THE INFORMATION PROVIDED BY THE CONTRACTOR TO THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY OR OMISSIONS TO THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER HAS REVIEWED THE INFORMATION PROVIDED BY THE CONTRACTOR TO THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY OR OMISSIONS TO THE INFORMATION PROVIDED TO THE ENGINEER.



PROFESSIONAL  
ENGINEERING  
SERVICES  
2002 W. WILSON ROAD  
SUITE 100  
DALLAS, TEXAS 75241  
(972) 242-1111  
WWW.DYNAMICCONSULTANTS.COM



NO.	NAME	DATE
1		
2		
3		
4		

PROJECT # 198  
SHEET NUMBER C2.0

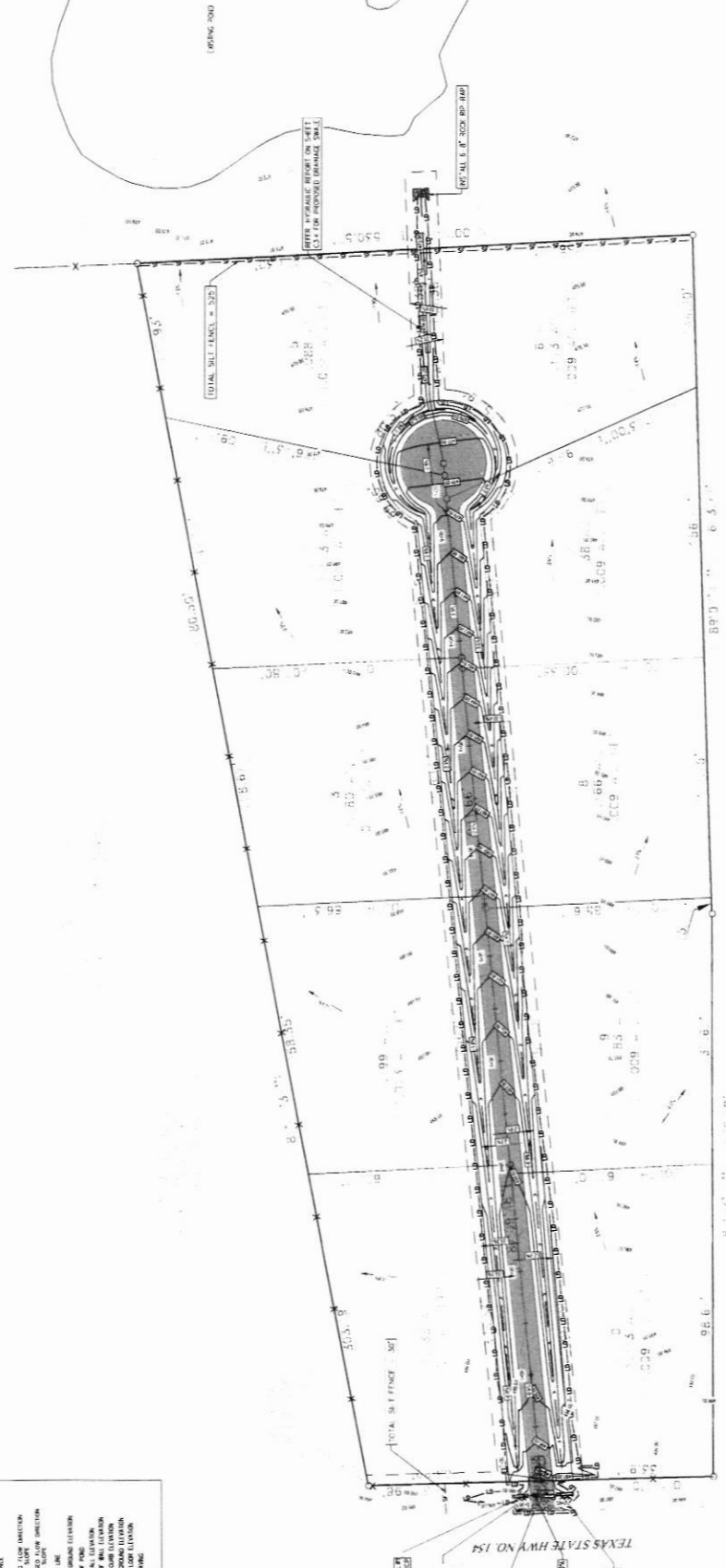
BECKHAM RANCH ESTATES  
SULPHUR SPRINGS, TX

## SWPPP MAINTENANCE NOTES

1. ALL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
2. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
3. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
4. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
5. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
6. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
7. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
8. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
9. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
10. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
11. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
12. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
13. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
14. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.
15. THE CONTRACTOR SHALL MAINTAIN ALL MEASURES AND REPAIR AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL MEASURES.

### LEGEND

---	PRE-CONSTRUCTION DRAINAGE
- - -	POST-CONSTRUCTION DRAINAGE
-479.00-	EXISTING CONTOUR LINES
-479.00-	PROPOSED CONTOUR LINES
	NET ROTATION
	FLOOR LINES OF FOOT
LD	LINE OF DRAINAGE
SD	SLOPE INDICATOR
5'	5' SLOPE
1.0	1.0% SLOPE
	TRENCH
X	FLUSH LINE
47.00	47.00' FINISH FLOOR ELEVATION
47.50	47.50' FINISH FLOOR ELEVATION
48.00	48.00' FINISH FLOOR ELEVATION
48.50	48.50' FINISH FLOOR ELEVATION
49.00	49.00' FINISH FLOOR ELEVATION
49.50	49.50' FINISH FLOOR ELEVATION
50.00	50.00' FINISH FLOOR ELEVATION
50.50	50.50' FINISH FLOOR ELEVATION
51.00	51.00' FINISH FLOOR ELEVATION



BECKHAM RANCH ESTATES  
SULPHUR SPRINGS, TX

**DYNAMIC**  
Engineering  
Consultants  
P.L.L.C.  
PROFESSIONAL  
ENGINEERING  
SERVICES  
CORPORATION  
3601 HWY. 134, SUITE 200  
SULPHUR SPRINGS, TX 75498  
(817) 267-0000

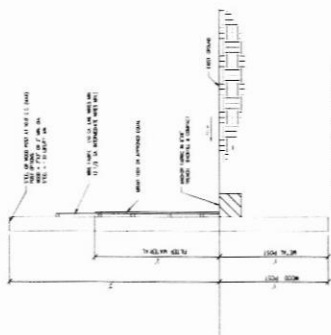
ENGINEERING FOR THE STATE OF TEXAS  
NO. 98833  
JAMES M. HILL  
REGISTERED PROFESSIONAL ENGINEER  
MECHANICAL  
EXPIRES 09/01/2004

DESIGNED: [ ]  
CHECKED: [ ]  
DRAWN: [ ]  
DATE: [ ]

ENGINEER: JAMES M. HILL  
PROJECT: [ ]  
DATE: [ ]

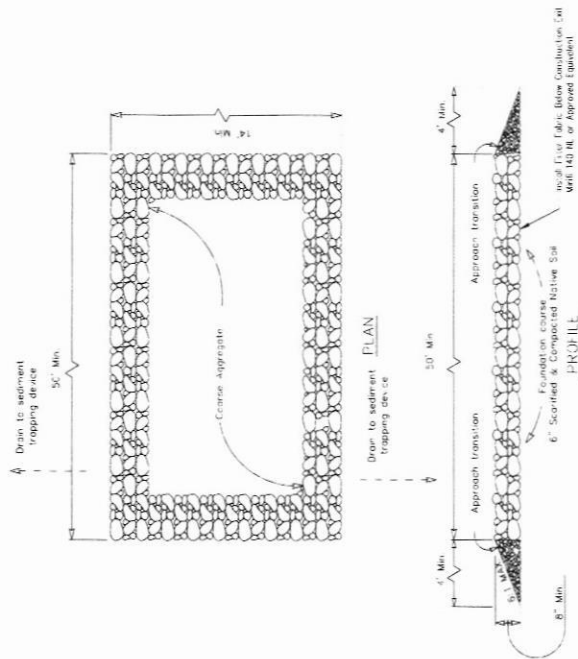
ISSUED FOR CONTROL: [ ]  
PROJECT: [ ]  
DATE: [ ]

DATE: [ ]  
DRAWN: [ ]  
CHECKED: [ ]  
DESIGNED: [ ]  
DATE: [ ]



SILT FENCE DETAIL

NOTE: STRAW BALES MAY BE USED IN LIEU OF FABRIC AROUND CALC. BASINS. BALES SHOULD BE EMBEDDED 4\"/>



CONSTRUCTION PLAN

PROFILE

GENERAL NOTES

1. The length of the drain transition and depth be as indicated on the drawing, but not less than 5'.
2. The course aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 1:1.
4. The construction and also be graded to allow drainage to a sediment trapping device.

BECKHAM RANCH ESTATES  
SULPHUR SPRINGS, TX



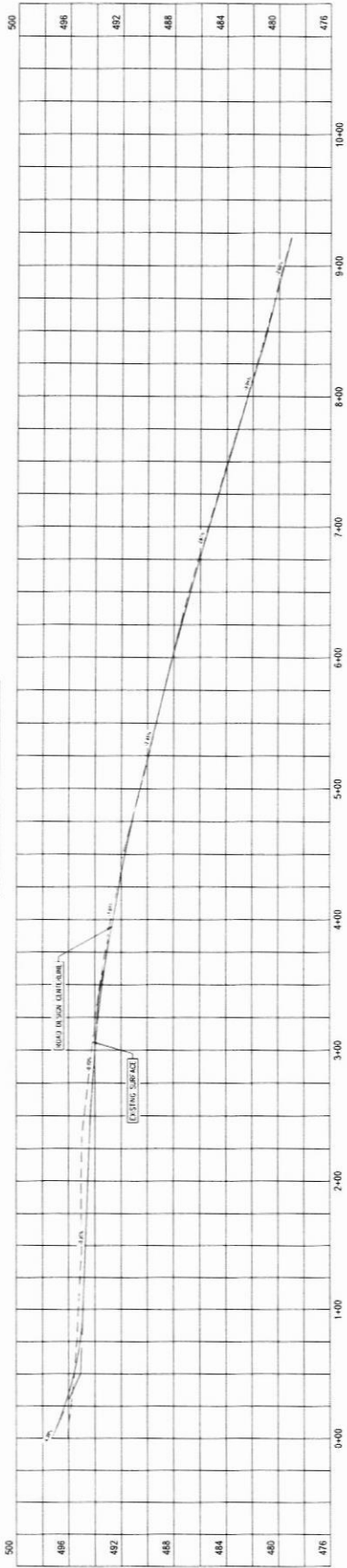
PROFESSIONAL ENGINEERING CONSULTANTS  
200 S. HILLCREST DRIVE  
SULPHUR SPRINGS, TX 75481  
PHONE: 409.733.2222  
FAX: 409.733.2223  
WWW.DYNAMICCONSULTANTS.COM



PROJECT NO.	2024-001
DATE	10/15/2024
DESIGNED BY	D. J. DYNAMIC
CHECKED BY	D. J. DYNAMIC
DATE	10/15/2024
PROJECT NAME	BECKHAM RANCH ESTATES
SHEET NUMBER	C2.2



PROPOSED ROAD PROFILE



BECKHAM RANCH ESTATES  
SULPHUR SPRINGS, TX

PROJECT NO.  
DATE

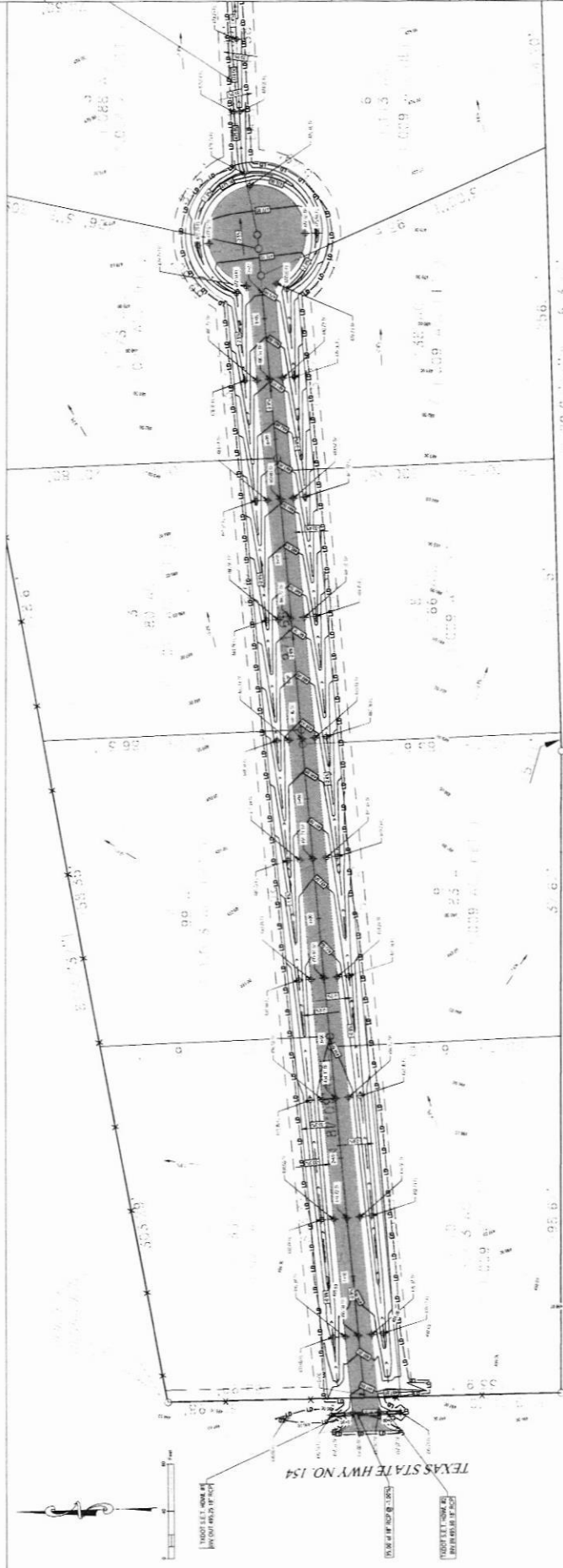


PROFESSIONAL  
ENGINEERING  
SERVICES  
296 S. STATE HWY. 154  
SULPHUR SPRINGS, TX 75483



ENGINEERING SEAL  
NAME  
CHECKED  
DATE

PROPOSED ROAD PLAN PROFILE  
PROJECT # 1001  
SHEET NUMBER C3.1





**LEGEND**

- PRE-CONSTRUCTION DRAINAGE
- POST-CONSTRUCTION DRAINAGE
- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- AREA SIGNATURE
- LOW RATE (0.05)
- DIRECTION OF FLOW
- LEAKAGE DISTURBANCE
- NET THICKNESS
- SYSTEM FLOW DIRECTION
- PROPOSED FLOW DIRECTION
- SPILLAGE
- NATURAL GROUND ELEVATION
- TOP OF FINISH ELEVATION
- TOP OF SLAB ELEVATION
- BASE OF CURB (1:1) ELEVATION
- EXISTING GROUND ELEVATION
- TOP OF FACING
- FLOOR LINE

**SITING NOTES**

1. PROPERTY INFORMATION: THE PROPERTY IS 100.00 ACRES AND IS LOCATED IN TARRANT COUNTY, TEXAS. THE PROPERTY IS BOUND BY THE TEXAS STATE HIGHWAY NO. 174 TO THE EAST AND THE COUNTY ROAD 174 TO THE WEST. THE PROPERTY IS BOUND BY THE TEXAS STATE HIGHWAY NO. 174 TO THE EAST AND THE COUNTY ROAD 174 TO THE WEST. THE PROPERTY IS BOUND BY THE TEXAS STATE HIGHWAY NO. 174 TO THE EAST AND THE COUNTY ROAD 174 TO THE WEST.

2. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

3. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

4. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

5. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

6. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

7. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

8. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

9. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

10. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

11. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

12. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

13. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

14. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

15. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

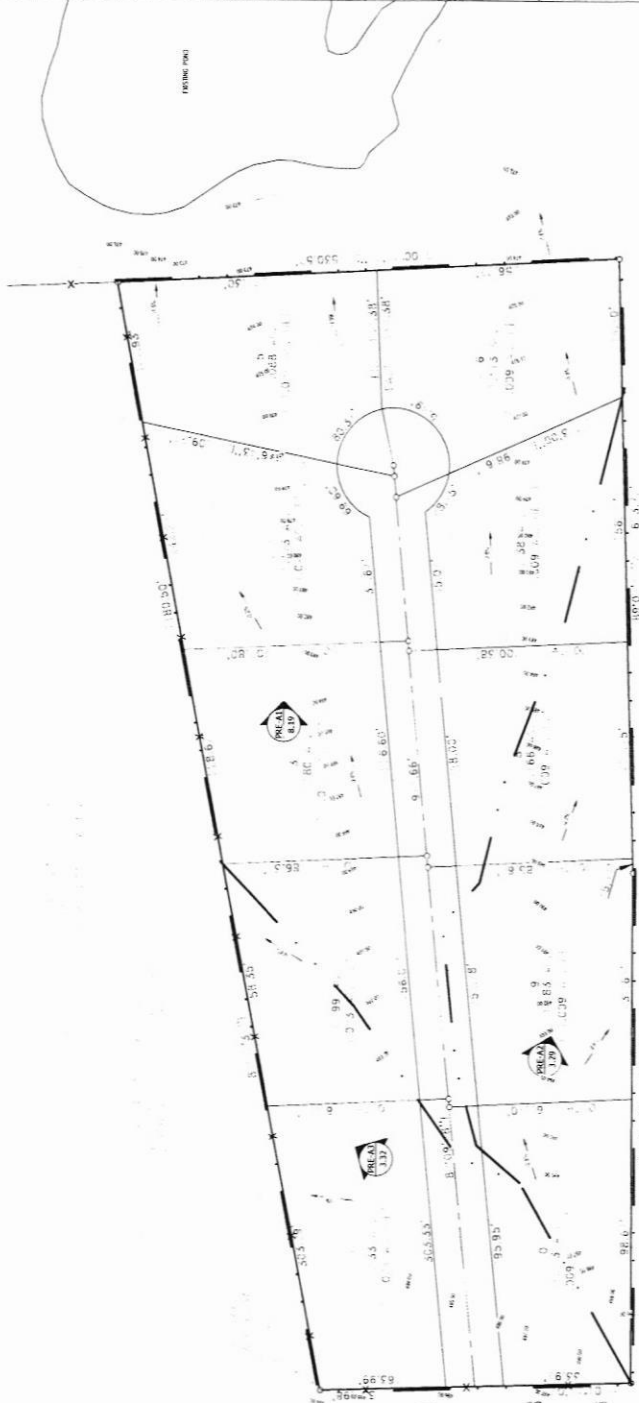
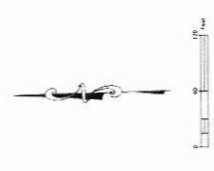
16. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

17. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

18. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

19. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.

20. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX. THE PROJECT IS A PRE-CONSTRUCTION DRAINAGE PLAN FOR THE BECKHAM RANCH ESTATES IN SULPHUR SPRINGS, TX.



**DYNAMIC**  
Engineering  
Consultants

PROFESSIONAL  
ENGINEERING  
SERVICES  
10110 RICHWOOD ROAD, SUITE 100  
DALLAS, TEXAS 75243  
(214) 343-7000

DATE	10/10/23	BY	JDW
REVISION	1	DATE	10/10/23
DESCRIPTION	ISSUED FOR PERMIT	DATE	10/10/23
BY	JDW	DATE	10/10/23

PRE-CONSTRUCTION DRAINAGE PLAN  
PROJECT # 1905  
SHEET NUMBER C3.2

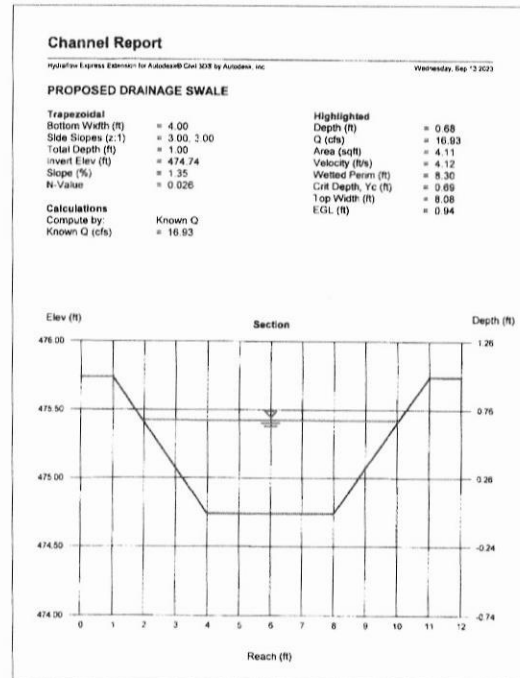


Beckham Ranch Estates Pre-Development Flow (Rational Method)									
Drainage Divide	Area (Acre)	Time of Conc. t (min)	Composite Runoff	2 yr	5 yr	10 yr	25 yr	50 yr	100 yr
				Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)
Pre-A1	6.93	35	0.23	4.02	5.03	5.70	6.64	7.40	8.19
Pre-A2	2.56	30	0.23	1.63	2.03	2.30	2.67	2.97	3.29
Pre-A3	2.35	25	0.23	1.67	2.07	2.33	2.70	3.01	3.32
				<b>7.32</b>	<b>9.13</b>	<b>10.33</b>	<b>12.01</b>	<b>13.37</b>	<b>14.80</b>

Beckham Ranch Estates Post-Development Flow (Rational Method)									
Drainage Divide	Area (Acre)	Time of Conc. t (min)	Composite Runoff	2 yr	5 yr	10 yr	25 yr	50 yr	100 yr
				Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)	Qa(CFS)
Post-A1	11.84	40	0.30	8.24	10.34	11.74	13.69	15.27	16.93
				<b>8.24</b>	<b>10.34</b>	<b>11.74</b>	<b>13.69</b>	<b>15.27</b>	<b>16.93</b>

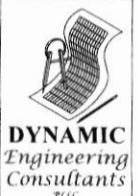
- GENERAL NOTES  
 1. DRAINAGE DESIGN FREQUENCY = 100 YEARS  
 2. THE RATIONAL METHOD AS DEFINED BY THE ISNM DESIGN MANUAL FOR SIGHT DEVELOPMENT WAS USED TO DETERMINE THE PRE-DEVELOPMENT & POST-DEVELOPMENT FLOW RATES.

HOPKINS COUNTY IDF CURVE COEFFICIENTS			
Return Period (Yr)	B	D	E
2	53.647	10	0.803
5	62.767	11	0.781
10	66.895	11	0.765
25	73.271	11	0.749
50	78.271	11	0.738
100	83.114	11	0.727



PERMIT SET 9/16/2023  
 ISSUED FOR DATE

BECKHAM RANCH ESTATES  
 SULPHUR SPRINGS, TX



**DYNAMIC**  
 Engineering Consultants  
 PLLC  
 PROFESSIONAL ENGINEERING SERVICES  
 206 S. WALSH ST. SUITE C  
 SULPHUR SPRINGS, TX 75482



ENGINEERING SEAL	NAME	DATE
DRAWN	J.W. BURNETT	09/13/23
CHECKED	J.W. BURNETT	09/13/23
ENCL APPR	J.W. BURNETT	09/13/23
SEALED		

PRE & POST DEV. CALCULATIONS  
 PROJECT # 9585  
 SHEET NUMBER **C3.4**

**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. Rupar, 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. Rupar, 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 10<sup>TH</sup>, 2023.**

**GRANTORS:**

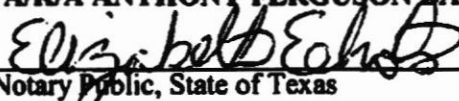
  
\_\_\_\_\_  
**ANTHONY FERGERSON BALLARD  
A/K/A ANTHONY FERGUSON BALLARD**

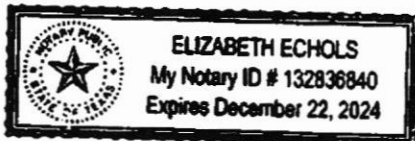
  
\_\_\_\_\_  
**MARY KATHERINE BALLARD**

(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.**

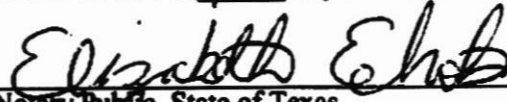
  
\_\_\_\_\_  
Notary Public, State of Texas

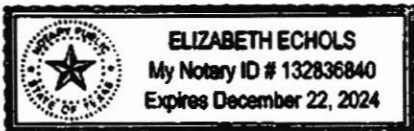


(Acknowledgment)

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 10<sup>TH</sup>, 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 11<sup>th</sup> 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**

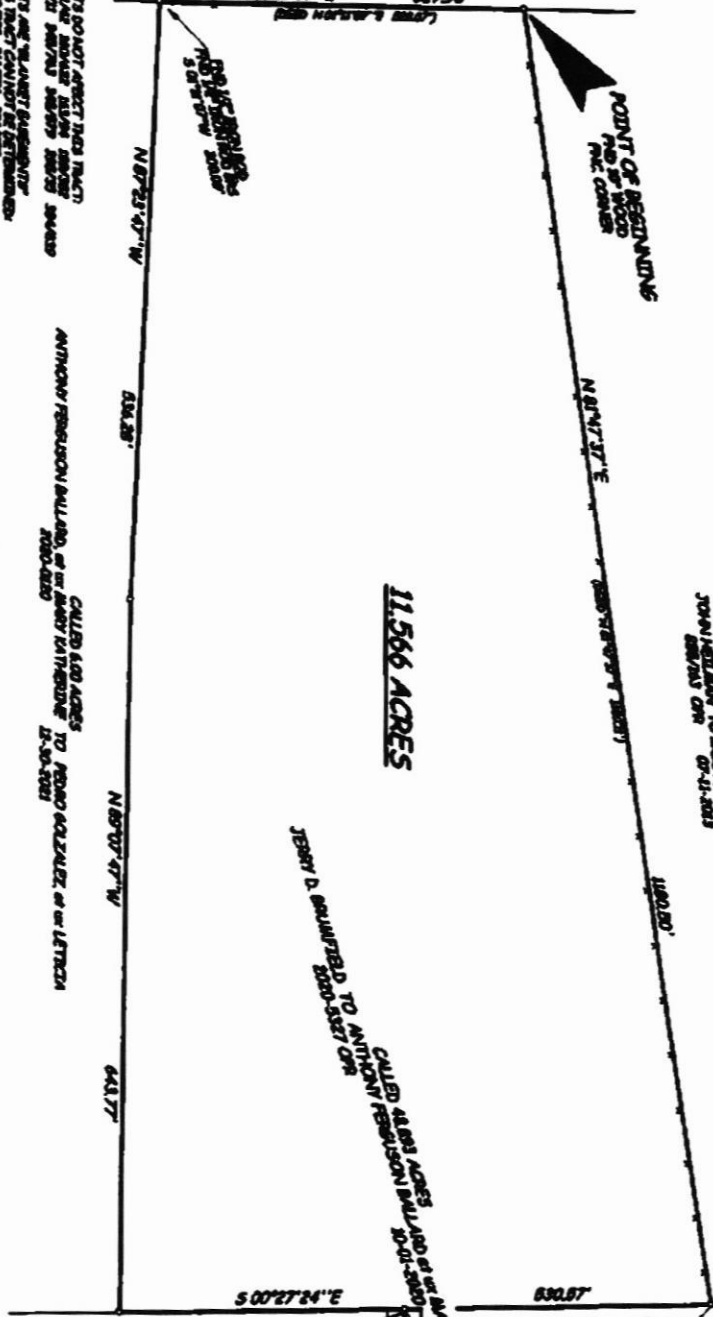
EXHIBIT "A" (Page 1 of 1) TO EASEMENT AGREEMENT FOR DRAINAGE FROM BALLARD TRACT TO CMT FORMERS INC.

ALAN & ASSOCIATES, PLLC  
Surveying & Mapping  
P.O. Box 1412  
Columbus, TX 75703  
800-785-6299 FROM IN. RESIDENCE

LEVI MIDGETT SURVEY  
A-633  
HOPKINS COUNTY, TEXAS

TEXAS STATE HIGHWAY No. 154

REFERENCE BEARING LINE  
N 01° 11' 07" E 327.96'



11.566 ACRES

CALLER 8200 ACRES  
JOHN HEDLIAN TO EUSTON ASH MACE  
8/11/1983

CALLER 48.893 ACRES  
ANTHONY FERUSON BALLARD et ux  
20-01-2000

ANTHONY FERUSON BALLARD, et ux  
CALLER 8200 ACRES  
TO PEDRO COLZALIZ, et ux  
LETTICA  
12-28-2002

NOTE:  
THE FOLLOWING DIMENSIONS ARE THE RESULT OF A RECONSTRUCTION OF THE ORIGINAL SURVEY AND THESE DIMENSIONS MAY VARY FROM THE ORIGINAL SURVEY RECORDS.  
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE TRACT AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES.  
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE TRACT AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES.



PLAT SHOWING SURVEY OF  
PART OF BALLARD TRACT



ALAN & ASSOCIATES, PLLC  
Surveying & Mapping  
409 S. Main, Columbus, TX 75703  
DATE: 08-28-2002 SCALE: AS NOTED WAD707

FILED AND RECORDED ON

OCT 13, 2023 AT 02:28P

AS A(N) OF RECORD

CLERK NUMBER 20235079 PAGES 9

AMOUNT: 58.00

**This page intentionally left blank.**

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

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