

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: April 7, 2025

Meeting Date: April 14, 2025

Submitted By: Jennifer VanderLaan / Direct

Department: Public Works

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
 <div style="position: absolute; bottom: 10px; right: 10px; color: red; font-weight: bold;">4-14-25</div>

Description:

Consideration of Letter from Developer Requesting Extension for Completion of Roads, Streets, Drainage, and Signage in Coppenger Place Phase II, Precinct 1.

Consideration of General Purpose Rider to Original Construction Bond for Coppenger Place Phase II, Precinct 1.

Motion: Authorization for County Judge to Sign

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan / Direct

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

☒ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☒ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

Johnson County Commissioner's Court
At 2 N. Mill St.; Cleburne, TX 76033,

RE: Coppenger Place Phase II Development – Completion Date Extension Request

Dear Johnson County Commissioner's Court,

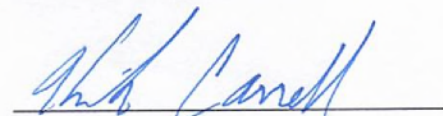
I am submitting this letter to request a completion date extension for the Coppenger Place Phase II development. The current Completion date is June 10, 2025. This request is necessitated due to various reasons including numerous weather delays, and the obtainment of a property owner's easement which is necessary to complete the development work. I am requesting the extension until June 1, 2026.

Thank you for considering this request.

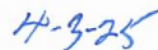
Should you have any questions regarding this matter you may contact me or the Developer, DoubleRock Homes (Darrell Scogins, 817.659.3172).

Respectfully,

MAAK Enterprises LP



Authorized Signature: Kirk Carrell
817.517.1503



Dated

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 100428024 effective June 3, 2024
issued by the Merchants National Bonding, Inc.
in the amount of One Million Three Hundred Thirty Four Thousand Nine Hundred Thirty and 00/100 (\$1,334,930.00) DOLLARS,
on behalf of MAAK Enterprises LP
as Principal and in favor of County of Johnson
as Obligee:

Now, Therefore, it is agreed that:

The period for completion of construction of all the roads, streets, drainage and signage requirements in and for the subdivision Coppenger Place, Phase II has been extended (or will be extended following acceptance of this rider by Johnson County) until June 1, 2026; therefore, Johnson County will not seek payment from MAAK Enterprises, LP as Principal or Merchant's National Bonding, Inc as surety until after June 1, 2026 and only in the event that Principal has failed to complete construction of all the roads, streets, drainage and signage requirements in and for the subdivision Coppenger Place, Phase II as set forth in the plat approved by the Commissioners Court of Johnson County. This bond shall remain in full force and in effect until all the roads, streets, drainage and signage requirements in and for such subdivision have been constructed and completed by the Principal and approved by the Johnson County Public Works Department and the Commissioners Court, and until the construction bond has been released by a Court Order from the Johnson County Commissioners Court.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 4th day of April, 2025.

Signed, sealed and dated this 4th day of April, 2025.

MAAK Enterprises LP

By: [Signature]

(Principal)

Merchants National Bonding, Inc.

By: [Signature]

(Surety)

Yamillec Ramos, Attorney-in-Fact

Accepted By:

Christopher Boedeker, County Judge

[Signature]

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumradi; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of January, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

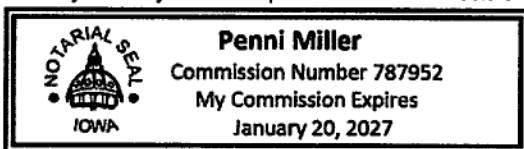
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of April, 2025.



Elisabeth Sandersfeld
Secretary

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

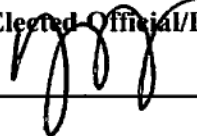
Date: May 31, 2024

Meeting Date: June 10, 2024

Submitted By: Julie Edmiston

Department: Public Works

Signature of Elected Official/Department Head:



Court Decision:

This section to be completed by County Judge's Office

Description:

Consideration of Order 2024-60, Order Approving the Final Plat of Coppenger Place, Phase II, Lots 9-16, Block 1, Lots 13-21, Block 2, Lots 1-6, 7X, 8-23, Block 3, Lots 1-16, Block 4, Lots 1-16, Block 5, in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

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☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor
☐ Personnel ☒ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023



R.O.W. DEDICATION
0.243 ACRES
10,607 SQ. FT.

COUNTY ROAD 1127

SHEET 2

SHEET 3

SHEET 5

SHEET 4

PLAT RECORDED IN:
INSTRUMENT NO. _____, SLIDE _____
DATE _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY CLERK

NOTES:

PAGES 2-8: PLAT EXHIBIT

PAGE 6: DEDICATION, CERTIFICATIONS, AND NOTES



LEGEND

ABBREVIATIONS

OWNER

FINAL PLAT

— SUBJECT PROPERTY LINE ● IRON ROD FOUND (RF) (AS NOTED)
- - - ADJOINER LINE ⊙ 1/2" IRON ROD FOUND WITH CAP STAMPED "TOPOGRAPHIC"
--- EASEMENT --- ⊕ 1/8" IRON ROD SET WITH CAF STAMPED "TOPOGRAPHIC"
 ⊗ CALCULATED CORNER

P.F.R.C.T. = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS
(XXXX) = DEED CALLS
P.O.B. = PLACE OF BEGINNING
J.C.S.U.D.E. = JOHNSON COUNTY SPECIAL UTILITY DISTRICT
EASEMENT.
U.E. = UTILITY EASEMENT
D.R.W. = RIGHT OF WAY
X# = OPEN SPACE LOT
N.T.S. = NOT TO SCALE

MAAK ENTERPRISES LP
10502 C.R. 913
GODLEY, TX 76044
(817) 659-3172

SURVEYOR



**LOTS 9-16, BLOCK 1, LOTS 13-21, BLOCK 2,
LOTS 1-6, 7X, 8-23, BLOCK 3, LOTS 1-16, BLOCK 4,
LOTS 1-16, BLOCK 5
COPPENGER PLACE, PHASE II
JOHN C. WHITE SURVEY, ABSTRACT NO. 860
JOHNSON COUNTY, TEXAS**

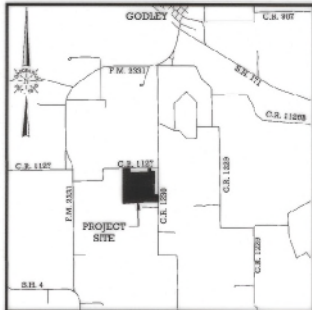
FILE: FP_COPPENGGER_PIII&III 20240603-MYLAR

DRAFT: BWM	CHECK: FCN
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SHEET: 1 OF 6	DATE: 06/03/2
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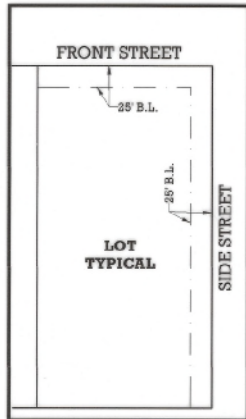
REVISION

0



VICINITY MAP
N.T.S.

TYPICAL LOT DETAIL
BUILDING LINES
(UNLESS SHOWN OTHERWISE HERSON)
(N.T.S.)



PLAT RECORDED IN: _____
INSTRUMENT NO. _____, _____
DATE: _____
COUNTY CLERK, JOHNSON COUNTY, TEXAS
DEPUTY CLERK: _____

SCALE: 1" = 100'

NICOLE RENEE VASQUEZ AND
CHRISTIAN PATRICK VASQUEZ
INSTRUMENT NO. 2019-287
O.P.R.J.C.T.

MARTHA SUE MAHAFFEY BUTLER
VOLUME 4119, PAGE 668
D.R.J.C.T.
CALLED 200 ACRES
DESCRIBED IN
VOLUME 286, PAGE 465
D.R.J.C.T.

SHEET 2 OF 6
MATCH LINE SHEET 5 OF 6

P.O.B.

R.O.W. DEDICATION
0.243 ACRES
10,807 SQ. FT.

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SHEET 2 OF 6
MATCH LINE SHEET 5 OF 6

JEANA SUMMERHILL STALLONS
REMAINDER OF A
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INSTRUMENT NO. 2017-28207
O.P.R.J.C.T.

COUNTY ROAD 1127

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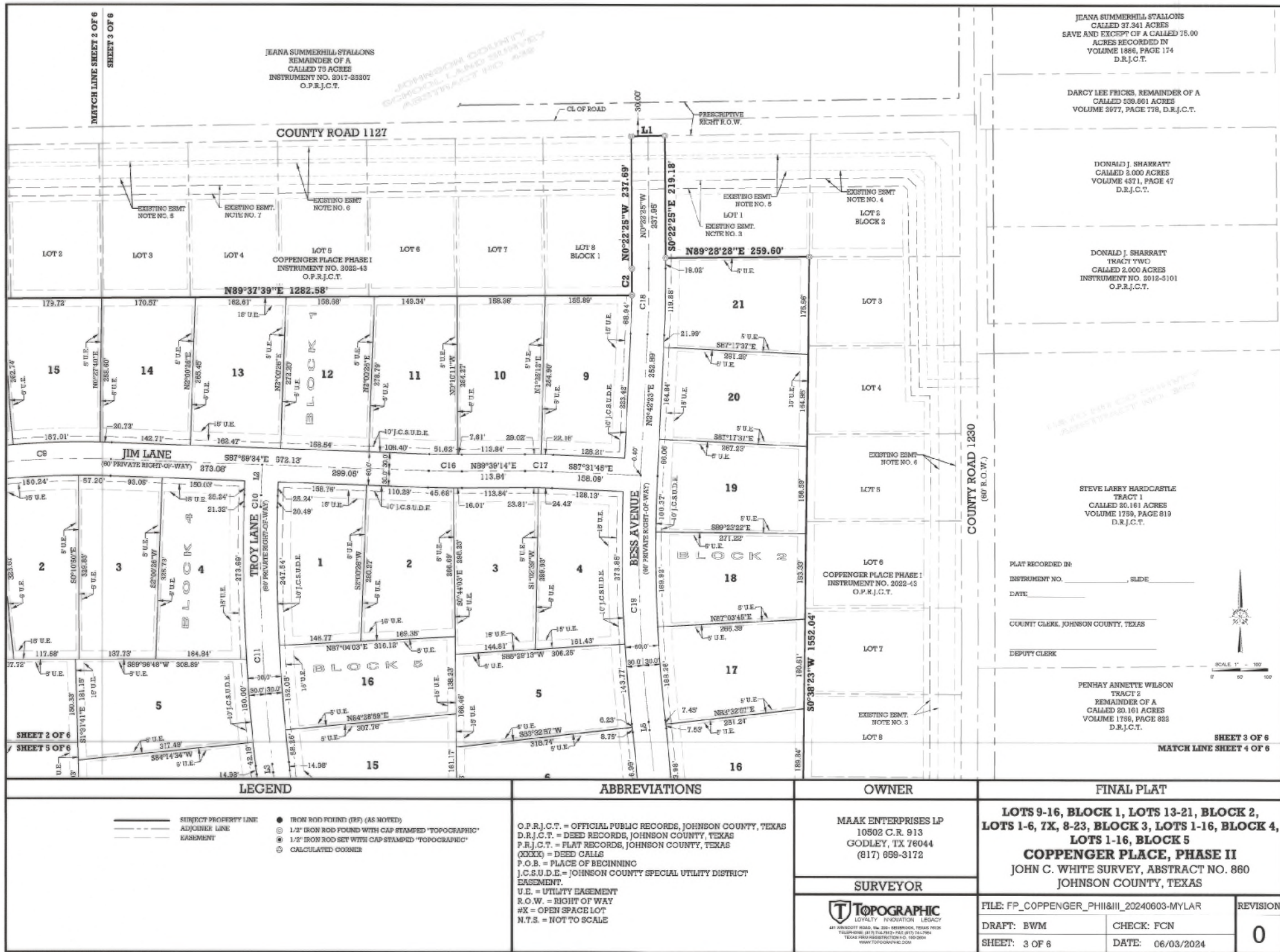
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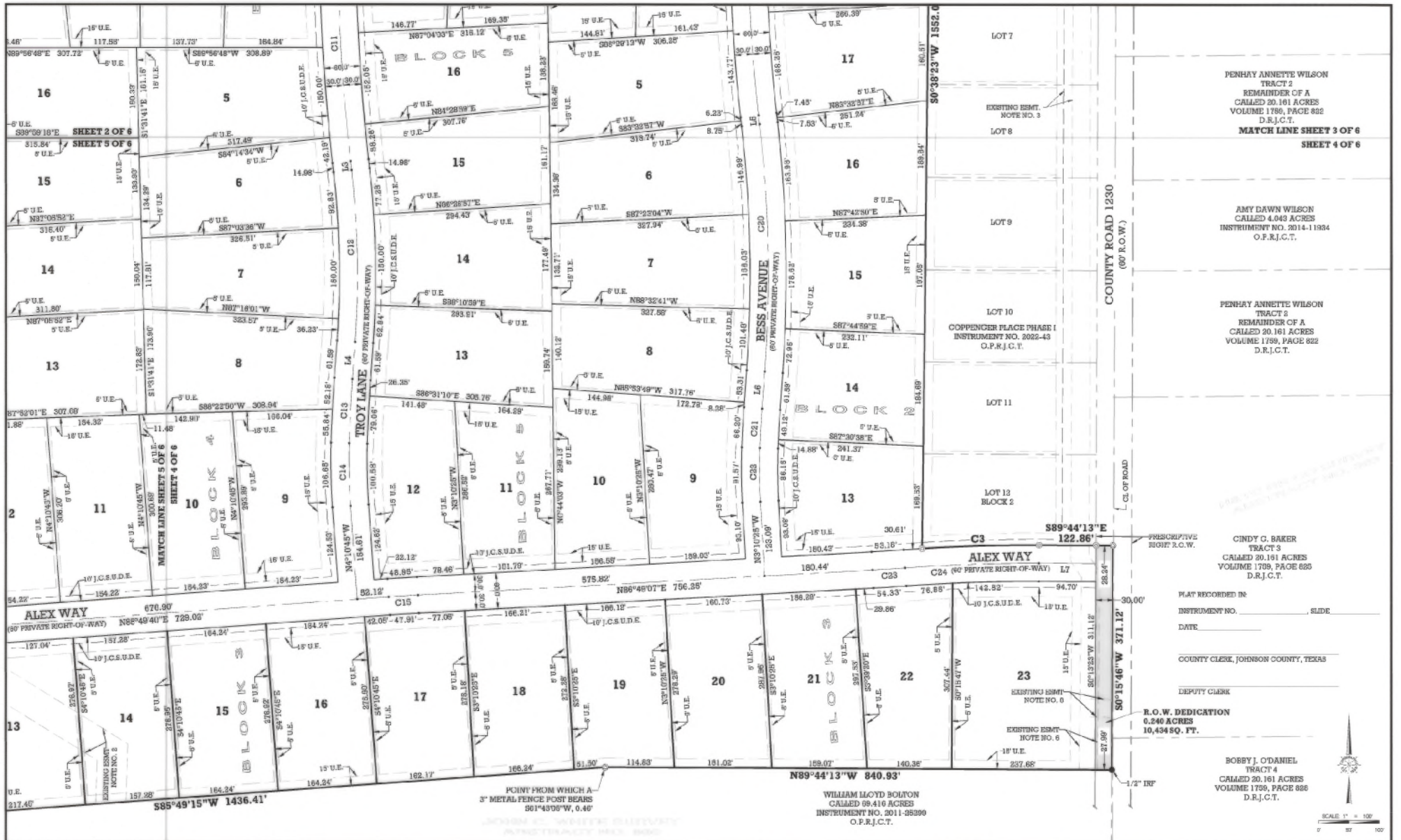
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LEGEND		ABBREVIATIONS	OWNER	FINAL PLAT		
<div><div><div></div><div></div><div></div></div><div>SUBJECT PROPERTY LINE</div><div>ADJOINER LINE</div><div>EASEMENT</div></div> <div><div>●</div><div>⊙</div><div>⊙</div><div>⊙</div></div> <div><div>IRON ROD FOUND (IRF) (AS NOTED)</div><div>1/2" IRON ROD FOUND WITH CAP STAMPED "TOPOGRAPHIC"</div><div>1/2" IRON ROD SET WITH CAP STAMPED "TOPOGRAPHIC"</div><div>CALCULATED CORNER</div></div>		O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS D.R.J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS P.R.J.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS (XXXX) = DEED CALLS P.O.B. = PLACE OF BEGINNING J.C.S.U.D.E. = JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT. U.E. = UTILITY EASEMENT R.O.W. = RIGHT OF WAY #X = OPEN SPACE LOT N.T.S. = NOT TO SCALE	MAAK ENTERPRISES LP 10802 C.R. 913 GODLEY, TX 76044 (817) 659-3172	LOTS 9-16, BLOCK 1, LOTS 13-21, BLOCK 2, LOTS 1-6, 7X, 8-23, BLOCK 3, LOTS 1-16, BLOCK 4, LOTS 1-16, BLOCK 5 COPPENGER PLACE, PHASE II JOHN C. WHITE SURVEY, ABSTRACT NO. 860 JOHNSON COUNTY, TEXAS		
			SURVEYOR			
			<div><div><div>T</div><div>TOPOGRAPHIC</div><div>LOYALTY INNOVATOR LEGACY</div></div><div><div>401 WINDYBOLT ROAD, SUITE 200 • DENVILLE, TEXAS 76020</div><div>10-10-2018 (REVISED) 10-10-2018</div><div>TEXAS FIRM REGISTRATION NO. 76528</div><div>WWW.TOPOGRAPHIC.COM</div></div></div>	FILE: FP_COPPENGER_PHI1&II_20240603-MYLAR	REVISION	
				DRAFT: BWM	CHECK: FCN	0
				SHEET: 4 OF 6	DATE: 06/03/2024	

BLOCK 1 LOT TABLE		
LOT NO.	ACRES	SQ. FT.
9	1.017	44,297
10	1.008	43,898
11	1.001	43,889
12	1.003	43,877
13	1.003	43,877
14	1.004	43,738
15	1.001	43,830
16	1.003	43,879

BLOCK 2 LOT TABLE		
LOT NO.	ACRES	SQ. FT.
13	1.000	43,570
14	1.000	43,590
15	1.000	43,590
16	1.000	43,590
17	1.000	43,590
18	1.000	43,590
19	1.000	43,590
20	1.000	43,590
21	1.002	43,648

BLOCK 3 LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	2.130	92,339
2	1.036	45,108
3	1.017	44,205
4	1.000	43,590
5	1.000	43,590
6	1.000	43,590
7X	1.388	59,892
8	1.000	43,590
9	1.025	44,658
10	1.741	75,896
11	1.444	62,994
12	1.396	60,894
13	1.303	56,743
14	1.000	43,590
15	1.044	45,484
16	1.044	45,481
17	1.044	45,486
18	1.044	45,497
19	1.048	45,802
20	1.048	45,806
21	1.056	46,109
22	1.045	45,536
23	1.693	73,736

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°08'48"	1000.00'	34.89'	S00°38'29"W	34.89'
C2	1°15'35"	2170.00'	47.71'	N00°16'02"E	47.71'
C3	2°25'30"	1830.00'	135.86'	N88°18'02"E	199.83'
C4	2°43'59"	1000.00'	47.70'	S00°39'34"W	47.69'
C5	8°18'41"	3486.12'	208.30'	S00°19'17"E	238.23'
C6	3°17'30"	2813.88'	144.42'	S01°19'23"E	144.40'
C7	4°34'01"	1496.15'	118.50'	S01°53'42"E	118.47'
C8	9°39'38"	172.00'	28.00'	N87°31'44"E	28.96'
C9	8°18'38"	1838.00'	248.22'	N87°21'13"E	247.68'
C10	0°47'58"	1800.00'	20.90'	N01°06'58"E	20.90'
C11	4°28'59"	3485.00'	271.34'	N01°02'28"W	271.22'
C12	10°32'14"	1542.00'	284.28'	N01°10'26"W	284.19'
C13	2°29'26"	2485.00'	106.72'	N03°01'38"E	106.71'
C14	5°47'30"	1025.00'	103.61'	N01°10'00"W	103.57'
C15	0°59'28"	2860.00'	45.43'	N89°19'23"E	45.43'
C16	5°21'12"	1475.00'	60.46'	S89°10'10"E	60.46'
C17	2°49'01"	1011.00'	49.71'	S88°08'16"E	49.70'
C18	3°04'48"	2260.00'	116.27'	S01°09'59"W	116.28'
C19	9°39'26"	2774.00'	443.32'	S01°03'00"E	443.68'
C20	10°32'14"	2220.00'	410.32'	S01°10'26"E	409.40'
C21	2°00'10"	1774.00'	65.10'	S03°09'02"W	65.10'
C22	5°10'21"	984.00'	68.86'	S00°35'12"E	68.83'
C23	1°06'00"	2860.00'	53.75'	N86°16'07"E	53.75'
C24	4°32'37"	2860.00'	232.04'	N87°59'56"E	231.69'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°00'15"E	00.00'
L2	N02°00'28"E	65.24'
L3	N06°27'03"W	14.95'
L4	N04°06'11"E	61.29'
L5	S09°57'03"E	14.99'
L6	S04°06'11"W	61.59'
L7	S89°44'10"E	54.66'
L8	S00°23'25"E	61.96'
L9	S37°44'39"E	20.00'

LINE TABLE (DRAINAGE EASEMENT)		
NO.	BEARING	LENGTH
L10	N00°15'45"E	44.25'
L11	N01°23'09"E	77.54'
L12	N63°22'12"E	34.38'
L13	N07°55'22"E	54.74'
L14	N67°05'55"E	103.14'
L15	S00°19'44"W	106.42'

LINE TABLE (DRAINAGE EASEMENT)		
NO.	BEARING	LENGTH
L40	R0°15'46"E	44.28'
L41	N61°29'09"E	77.84'
L42	N69°42'12"E	34.38'
L43	N7°55'23"E	54.74'
L44	N47°53'53"E	103.14'
L45	S00°15'46"W	106.42'

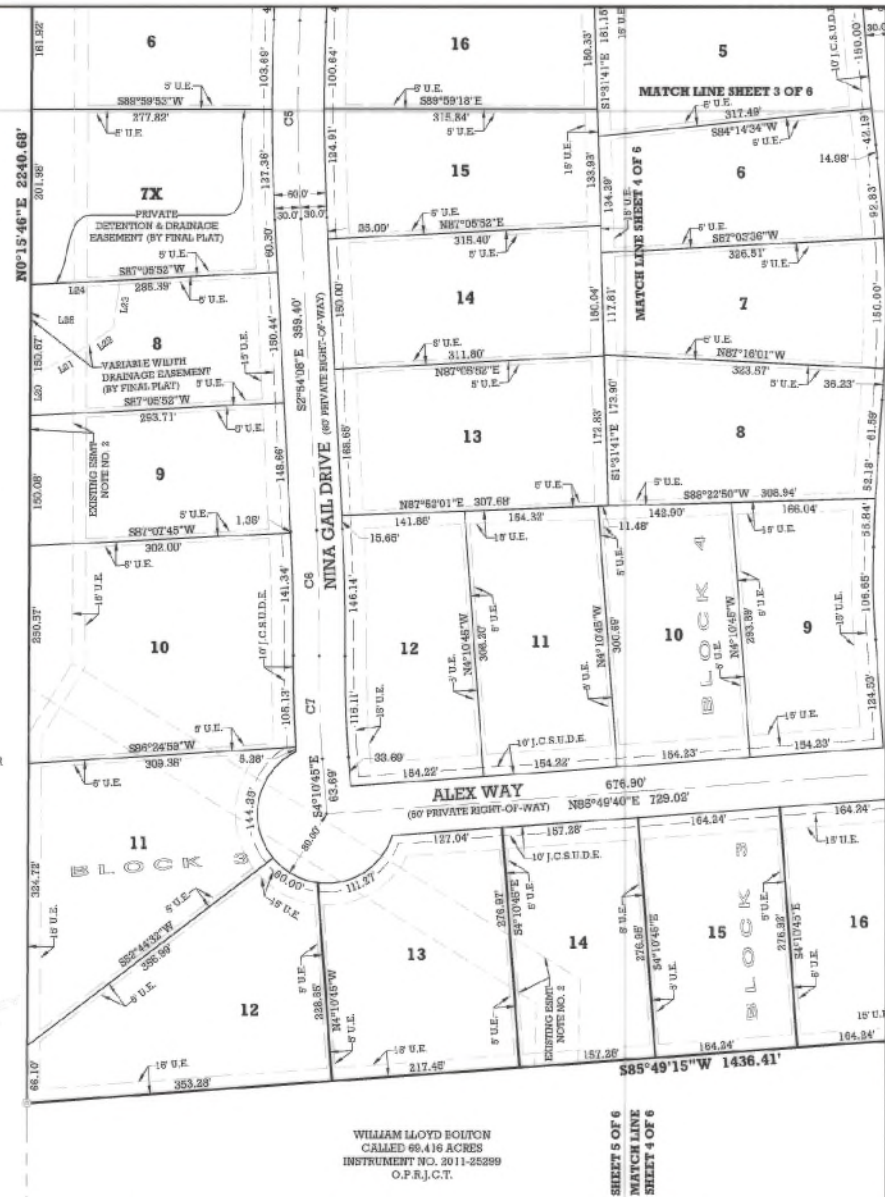
ROAD LINEAR FOOTAGE TABLE	
ROAD NAME	LINEAR FOOTAGE
NINA GAIL DRIVE	1,888'
ALEX WAY	1,804'
BESS AVENUE	1,860'
TROY LANE	1,384'
JIM LANE	1,342'



PLAT RECORDED IN _____
 INSTRUMENT NO. _____
 DATE _____
 COUNTY CLERK, JOHNSON COUNTY, TEXAS _____
 DEPUTY CLERK _____

MATCH LINE SHEET 2 OF 6
 SHEET 5 OF 6

MARTHA SUE MAHAFFEY BUTLER
 VOLUME 4119, PAGE 366
 D.R.J.C.T.
 CALLED 200 ACRES
 DESCRIBED IN
 VOLUME 286, PAGE 466
 D.R.J.C.T.



WILLIAM LLOYD BOUTON
 CALLED 68.416 ACRES
 INSTRUMENT NO. 2011-25289
 O.P.R.J.C.T.

SHEET 5 OF 6
 MATCH LINE
 SHEET 4 OF 6

LEGEND		ABBREVIATIONS	OWNER	FINAL PLAT		
—————	SUBJECT PROPERTY LINE			LOTS 9-16, BLOCK 1, LOTS 13-21, BLOCK 2, LOTS 1-6, 7X, 8-23, BLOCK 3, LOTS 1-16, BLOCK 4, LOTS 1-16, BLOCK 5 COPPENGER PLACE, PHASE II JOHN C. WHITE SURVEY, ABSTRACT NO. 860 JOHNSON COUNTY, TEXAS		
- - - - -	ADJONDER LINE	O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS D.R.J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS P.R.J.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS (XXXX) = DEED CALLS P.O.B. = PLACE OF BEGINNING J.C.S.U.D.E. = JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT. U.E. = UTILITY EASEMENT R.O.W. = RIGHT OF WAY #X = OPEN SPACE LOT N.T.S. = NOT TO SCALE	MAAK ENTERPRISES LP 10502 C.R. 913 GODLEY, TX 76044 (817) 689-3172	FILE: FP_COPPENGER_PHI1811_20240603-MYLAR DRAFT: BWM SHEET: 5 OF 6		
---	EASEMENT			CHECK: FCN DATE: 06/03/2024 REVISION: 0		



PROPERTY DESCRIPTION:

BEING A TRACT OF LAND IN THE JOHN C. WHITE SURVEY, ABSTRACT NO. 860, JOHNSON COUNTY, TEXAS, BEING ALL OF A CALLED 90.888 ACRE TRACT, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 3002-37648, OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS (O.P.R.) C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 90.888 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 90.888 ACRE TRACT DISCLOSED AS TRACT TWO IN A DEED RECORDED IN VOLUME 4110, PAGE 688, DEED RECORDS OF JOHNSON COUNTY, TEXAS (D.R.) C.T.; SAME BEING IN COUNTY ROAD 1121;

THENCE NORTH 89°37'38" EAST, WITH THE NORTH LINE OF SAID 90.888 ACRE TRACT AND GENERALLY WITH SAID COUNTY ROAD 1121, A DISTANCE OF 96.05 FEET TO A POINT FOR THE WESTERMOST NORTHEAST CORNER OF SAID 90.888 ACRE TRACT AND BEING THE NORTHWEST CORNER OF COPPENGERS PLACE, PHASE I, AN ADDITION TO JOHNSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 3002-46, SUEE 5484, OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS (O.P.R.) C.T.;

THENCE SOUTH 0°22'58" EAST, WITH THE WESTERMOST EAST LINE OF SAID 90.888 ACRE TRACT AND WITH THE WEST LINE OF SAID COPPENGERS PLACE, PHASE I, PASSING AT A DISTANCE OF 87.74 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID COPPENGERS PLACE, PHASE I, AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 1121 AND CONTINUING WITH SAID WESTERMOST EAST LINE OF 90.888 ACRE TRACT AND THE WEST LINE OF SAID LOT 1, FOR A TOTAL DISTANCE OF 347.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET;

THENCE WITH SAID WESTERMOST EAST LINE OF SAID 90.888 ACRE TRACT AND SAID WEST LINE OF LOT 1 AND WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 94.98 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 0°28'51" WEST, 34.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR AN ELL CORNER OF SAID 90.888 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 89°37'38" EAST, WITH A NORTH LINE OF SAID 90.888 ACRE TRACT AND THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 158.01 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR AN ELL CORNER OF SAID 90.888 ACRE TRACT AND FOR THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 1 AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00 FEET;

THENCE WITH THE EASTERMOST WEST LINE OF SAID 90.888 ACRE TRACT AND THE EAST LINE OF SAID LOT 1 AND WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 47.71 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0°16'03" EAST, 47.71 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND;

THENCE NORTH 0°22'58" WEST, WITH SAID EASTERMOST WEST LINE OF SAID 90.888 ACRE TRACT AND WITH SAID EAST LINE OF LOT 8, A DISTANCE OF 377.60 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR A NORTHWEST CORNER OF SAID 90.888 ACRE TRACT AND THE NORTHEAST CORNER OF SAID LOT 8 AND BEING IN SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 1121;

THENCE NORTH 89°37'38" EAST, WITH SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 1121, A DISTANCE OF 96.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR A NORTHEAST CORNER OF SAID 90.888 ACRE TRACT AND THE NORTHEAST CORNER OF SAID LOT 8 AND BEING IN SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 1121;

THENCE NORTH 0°22'58" EAST, WITH AN EAST LINE OF SAID 90.888 ACRE TRACT AND THE WEST LINE OF SAID LOT 1 (BLOCK 2), A DISTANCE OF 318.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR AN ELL CORNER OF SAID 90.888 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID LOT 1 (BLOCK 2);

THENCE NORTH 0°22'58" EAST, WITH A NORTH LINE OF SAID 90.888 ACRE TRACT AND THE SOUTH LINE OF SAID LOT 1 (BLOCK 2), A DISTANCE OF 286.80 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR A NORTHEAST CORNER OF SAID 90.888 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID LOT 1 (BLOCK 2);

THENCE SOUTH 0°22'58" WEST, WITH AN EAST LINE OF SAID 90.888 ACRE TRACT AND THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 182.04 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR AN ELL CORNER OF SAID 90.888 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 11 OF SAID

BLOCK 2 AND AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2800.00 FEET;

THENCE WITH A NORTH LINE OF SAID 90.888 ACRE TRACT AND THE NORTH LINE OF SAID LOT 12 AND WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 189.86 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°18'02" EAST, 189.86 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND;

THENCE SOUTH 0°41'13" EAST, WITH A NORTH LINE OF SAID 90.888 ACRE TRACT AND WITH SAID SOUTH LINE OF LOT 12, PASSING AT A DISTANCE OF 144.82 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 12 AND BEING ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 1286 AND CONTINUING FOR A TOTAL DISTANCE OF 128.86 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID COPPENGERS PLACE, PHASE I AND A NORTHEAST CORNER OF SAID 90.888 ACRE TRACT, SAME BEING IN COUNTY ROAD 1193;

THENCE SOUTH 0°19'44" WEST, WITH THE EASTERMOST EAST LINE OF SAID 90.888 ACRE TRACT AND GENERALLY ALONG SAID COUNTY ROAD 1286, A DISTANCE OF 371.13 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 90.888 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 90.416 ACRE TRACT AS DESCRIBED IN A DEED TO WILLIAM LLOYD BOLSON, AS RECORDED IN INSTRUMENT NO. 3011-25288, O.P.R.) C.T.;

THENCE WITH THE SOUTH LINE OF SAID 90.888 AND THE NORTH LINE OF SAID 90.416 ACRE TRACT THE FOLLOWING:

NORTH 89°41'13" WEST, A DISTANCE OF 840.93 FEET TO A POINT FROM WHICH A 3" METAL PEG POST BEARS, SOUTH 64°40'01" WEST, A DISTANCE OF 6.46 FEET;

SOUTH 89°41'13" WEST, A DISTANCE OF 148.81 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET FOR THE SOUTHWEST CORNER OF SAID 90.888 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 90.416 ACRE TRACT AND BEING ON THE EAST LINE OF SAID 90.416 ACRE TRACT;

THENCE NORTH 0°19'44" EAST, WITH THE WEST LINE OF SAID 90.888 ACRE TRACT AND SAID EAST LINE OF 207 ACRE TRACT, A DISTANCE OF 2840.38 FEET TO THE PLACE OF BEGINNING AND CONTAINING 90.888 ACRES OF LAND;

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS:

THAT MAAK ENTERPRISES IF OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY ADAPT THE PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LOTS 9-16, BLOCK 1, LOTS 13-21, BLOCK 2, LOTS 1-8, TX, 8-23, BLOCK 3, LOTS 1-8, BLOCK 4, LOTS 1-8, BLOCK 5 OF COPPENGERS PLACE, PHASE I, AN ADDITION TO JOHNSON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO THE PUBLIC USE, WITHOUT RESERVATION, THE STREETS, EASEMENTS, RIGHT-OF-WAYS AND ANY OTHER PUBLIC AREA SHOWN HEREON, UNLESS OTHERWISE DEDICATED ON THIS PLAT.

WITNESS MY HAND, THIS 4 DAY OF June, 2024.

By: Kirk Carroll
NAME: Kirk Carroll / Partner

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Kirk Carroll, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 4 DAY OF June, 2024.

TRAITON TADMONSON
Notary Public, State of Texas
Comm. Expires 10-05-2027
Notary ID 13220937

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 10-9-2027

CERTIFICATION:

THAT I, FOREST C. NANCE, REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NUMBER 6809, HEREBY CERTIFY THAT THIS CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON MAY 4, 2024.

FOREST C. NANCE, R.P.S.S. NO. 6809

DUTIES OF DEVELOPER/ PROPERTY OWNER

1. THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR THE OWNER OF THE PROPERTY OF ANY DUTY TO COMPLY WITH ALL LOCAL, STATE OR FEDERAL LAW OF THE JURISDICTIONS IN WHICH THE PROPERTY IS LOCATED.
2. THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR THE OWNER OF THE PROPERTY OF ANY DUTY TO ANY ADJACENT OR DOWNSTREAM PROPERTY OWNER OR IMPOSE, IMPOSE OR TRANSFER ANY DUTY OR LIABILITY TO JOHNSON COUNTY, THE COMMISSIONERS, OFFICIALS OR EMPLOYEES OF JOHNSON COUNTY.
3. JOHNSON COUNTY MAKES NO REPRESENTATION THAT THE CREEKS, STREAMS, RIVERS, DRAINAGE CHANNELS OR OTHER DRAINAGE STRUCTURES, DEVICES, OR FEATURES PORTRAYED HEREON ARE ACTUALLY EXISTING ON THE PROPERTY PORTRAYED BY THIS PLAT DO NOT VIOLATE THE STATUTES OR COMMON LAW OF AN INCORPORATED CITY, JOHNSON COUNTY, THE STATE OF TEXAS OR THE UNITED STATES.
4. JOHNSON COUNTY IS RELYING UPON THE SURVEYOR WHOSE NAME IS AFFIXED HEREON TO MAKE ACCURATE AND TRUTHFUL REPRESENTATIONS UPON WHICH JOHNSON COUNTY CAN MAKE DETERMINATIONS REGARDING THE APPROVAL OR DISAPPROVAL OF THE PLAT.

FILING A PLAT IS NOT ACCEPTANCE OF
BOARDS FOR PLANT MAINTENANCE

THE APPROVAL AND FILING OF A PLAT WHICH DEDICATES ROADS AND STREETS DOES NOT MAKE THE ROADS AND STREETS COUNTY ROADS SUBJECT TO COUNTY MAINTENANCE. NO ROAD, STREET OR PASSAGEWAY SET ASIDE IN THIS PLAT SHALL BE MAINTAINED BY JOHNSON COUNTY, TEXAS IN THE ABSENCE OF AN EXPRESS ORDER OF THE COMMISSIONERS' COURT ENTERED OF RECORD IN THE MINUTES OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS SPECIFICALLY IDENTIFYING ANY SUCH ROAD, STREET OR PASSAGEWAY AND SPECIFICALLY ACCEPTING SUCH ROAD, STREET OR PASSAGEWAY FOR COUNTY MAINTENANCE.

FILING A PLAT

1. IT IS A CRIMINAL OFFENSE FURNISHABLE BY A FINE OF UP TO \$1,000.00, CONFINEMENT IN THE COUNTY JAIL FOR UP TO 90 DAYS OR BY BOTH FINE AND CONFINEMENT FOR A PERSON WHO FURNISHES REAL PROPERTY TO USE THE SUBDIVISIONS DESCRIPTION IN A DEED OF CONVEYANCE, A CONTRACT FOR A DEED, OR A CONTRACT OF SALE OR OTHER EXECUTION CONTRACT TO CONVEY THAT IS DELIVERED TO A PURCHASER UNLESS THE PLAT OR REPLY OF THE SUBDIVISION IS APPROVED AND IS FILED FOR RECORDS WITH THE JOHNSON COUNTY CLERK. HOWEVER, SAID DECEPTION MAY BE USED IF THE CONVEYANCE IS EXPRESSLY CONTINGENT ON APPROVAL AND RECORDING OF THE FINAL PLAT AND THE PURCHASER IS NOT GIVEN USE OR OCCUPANCY OF THE REAL PROPERTY CONVEYED BEFORE THE RECORDING OF THE PLAT.

2. A PURCHASER MAY NOT USE OR OCCUPY PROPERTY DESCRIBED IN A PLAT OR REPLY OF A SUBDIVISION BEFORE THE PLAT IS FILED FOR RECORD WITH THE COUNTY CLERK'S OFFICE OF THE JOHNSON COUNTY CLERK.

UTILITY EASEMENT

ANY PUBLIC UTILITY, INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, PERCEDES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT, AND ANY PUBLIC UTILITY INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT TO CUT ALL TREES OR SHRUBS AND EXPOSE TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTENANCE AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PREVIOUSLY OBTAINING THE PERMISSION OF ANYONE.

WATER:
JOHNSON COUNTY SPECIAL UTILITY DISTRICT (CSUD) 817-760-8200

SEPTIC:
PRIVATE INDIVIDUAL SEPTIC SYSTEMS

ELECTRIC:
UNITED COOPERATIVE SERVICES 817-763-8318

UTILITY EASEMENT
1/2" FROM LOT LINE IN FRONT & BACK
5' FROM LOT LINE ON THE SIDES

RIGHT OF WAY DEDICATION
60' ROW FROM CENTER OF ROAD ON F.M. OR STATE
30' ROW FROM CENTER OF COUNTY ROADS OR ROADS IN A SUBDIVISION

BUILDING LINES
30' FROM LOT LINE (STATE HIGHWAY AND F.M.)
35' FROM LOT LINE (COUNTY ROAD OR SUBDIVISION ROADS)

GENERAL NOTES:

1. ORIGINAL DOCUMENT SIZE: 18" X 24"
2. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL DISTANCES, ACRES AND COORDINATE VALUES HAVE BEEN SCALED FROM GRID TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 1.00012.
3. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE OBSERVED DURING THE COURSE OF A FIELD SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPLETE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY AND OBTAINED FROM THE JOHNSON COUNTY CENTRAL APPRAISAL DISTRICT, ONLINE INFORMATION.
5. ACCORDING TO THE FEMA FIRM MAP NUMBER 48261C01060, REVISED DECEMBER 4, 2012, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE "X".
6. ALL CORNERS MARKED WITH A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET UNLESS NOTED OTHERWISE.
7. A VARIANCE TO WAIVE THE TURNING LANE REQUIREMENT WAS APPROVED BY COMMISSIONERS' COURT ON NOVEMBER 13, 2023.

INDEMNITY

THE PROPERTY DEVELOPER SUBMITTING THIS PLAT TO JOHNSON COUNTY FOR APPROVAL AND THE OWNER OF THE PROPERTY THE SUBJECT OF THIS PLAT DO HEREBY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD HARMLESS JOHNSON COUNTY AND THE COMMISSIONERS, OFFICIALS, AND EMPLOYEES OF JOHNSON COUNTY FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM OR ALLEGEDLY ARISING FROM JOHNSON COUNTY'S APPROVAL OR FILING OF THIS PLAT OR CONSTRUCTION DOCUMENTS ASSOCIATED THEREWITH.

PLAT NOTES

1. THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN THE CITY OF ANY CITY OR TOWN.
2. THE PROPOSED USAGE OF THE SUBJECT PROPERTY IS SINGLE FAMILY RESIDENTIAL.
3. THE DEVELOPER SHALL COMPLETE ALL ROADS AND DRAINAGE FACILITIES IN A SUBDIVISION WITHIN TWELVE (12) MONTHS AFTER THE DATE OF FINAL PLAT APPROVAL.
4. LOT 7X, BLOCK 3 WILL BE OWNED AND MAINTAINED BY COPPENGERS PLACE HOA.
5. ALL STREETS TO BE PRIVATELY MAINTAINED BY COPPENGERS PLACE HOA AND GATED.

FLOOD STATEMENT

1. ACCORDING TO THE FEMA FIRM MAP NUMBER 48261C01060, REVISED DECEMBER 4, 2012, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE "X".
2. THE ABOVE REFERENCED FEMA FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE "NFIP". IT DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL SOURCES OF SMALL SIZE, WHICH COULD BE FLOODED BY SEVERE, CONCENTRATED RAINFALL COUPLED WITH INADEQUATE LOCAL DRAINAGE SYSTEMS. THERE MAY BE OTHER STREAMS, CREEKS, LOW AREAS, DRAINAGE SYSTEMS OR OTHER SURFACES OR SUBSURFACE CONDITIONS EXISTING ON OR NEAR THE SUBJECT PROPERTY WHICH ARE NOT STUDIED OR ADDRESSED AS PART OF THE "NFIP".
3. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
4. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVELLED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
5. JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAY OR FOR THE CONTROL OF FLOODING.
6. JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.
7. JOHNSON COUNTY HAS THE RIGHT BUT NOT A DUTY TO ENTER ONTO PROPERTY AND CLEAR ANY OBSTRUCTION INCLUDING BUT NOT LIMITED TO TREES, PLANTS, DIRT OR BUILDINGS WHICH OBSTRUCT THE FLOW OF WATER THROUGH DRAINAGE EASEMENTS.

PRIVATE SEWAGE FACILITY

1. ON-SITE SEWAGE FACILITY PERFORMANCE CANNOT BE GUARANTEED EVEN THOUGH ALL PROVISIONS OF THE RULES OF JOHNSON COUNTY, TEXAS FOR PRIVATE SEWAGE FACILITIES ARE COMPLIED WITH.
2. INSPECTIONS AND/OR ACCEPTANCE OF A PRIVATE SEWAGE FACILITY BY THE PUBLIC WORKS DEPARTMENT SHALL INDICATE ONLY THAT THE FACILITY MEETS MINIMUM REQUIREMENTS AND DOES NOT RELIEVE THE OWNER OF THE PROPERTY FROM COMPLYING WITH COUNTY, STATE AND FEDERAL REGULATIONS. PRIVATE SEWAGE FACILITIES, ALTHOUGH APPROVED AS MEETING MINIMUM STANDARDS, MUST BE UPGRADED BY THE OWNER AT THE OWNERS' EXPENSE IF NORMAL OPERATION OF THE FACILITY RESULTS IN OBJECTIONABLE ODORS, IF UNSANITARY CONDITIONS ARE CREATED, OR IF THE FACILITY WHEN USED DOES NOT COMPLY WITH GOVERNMENTAL REGULATIONS.
3. A PROPERLY DESIGNED AND CONSTRUCTED PRIVATE SEWAGE FACILITY SYSTEM, INSTALLED IN SUITABLE SOIL, CAN MAINTAIN FUNCTION IF THE AMOUNT OF WATER THAT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE LOT OWNER TO MAINTAIN AND OPERATE THE PRIVATE SEWAGE FACILITY IN A SATISFACTORY MANNER.

EXISTING EASEMENT NOTE

1. SOUTHWESTERN GAS PIPELINE, INC. 30" PIPELINE EASEMENT VOLUME 3804, PAGE 489, D.R.) C.T.
2. TEXAS EXPRESS PIPELINE, LLC, 30" PIPELINE EASEMENT INSTRUMENT NO. 20120011118, O.P.R.) C.T. INSTRUMENT NO. 20120011278, O.P.R.) C.T.
3. 18" I.C.S.U.D. EASEMENT, INSTRUMENT NO. 3023-27004, O.P.R.) C.T.
4. CHESAPEAKE OPERATING, INC. 18" WATER LINE EASEMENT, VOLUME 4270, PAGE 283, D.R.) C.T. AS AFFECTED BY THE AMENDMENT OF INSTRUMENT NO. 30030037736, O.P.R.) C.T.
5. SOUTHWESTERN GAS PIPELINE, INC. 30" PIPELINE EASEMENT, VOLUME 3804, PAGE 180, D.R.) C.T.
6. EOG RESOURCES, INC. 30" PIPELINE EASEMENT, VOLUME 3600, PAGE 881, D.R.) C.T. AS AFFECTED BY THE AMENDMENT OF PIPELINE EASEMENT VOLUME 3679, PAGE 682, D.R.) C.T.
7. 18" I.C.S.U.D. EASEMENT, COPPENGERS PLACE PHASE I, INSTRUMENT NO. 3002-43, O.P.R.) C.T.
8. EOG RESOURCES, INC. 30" PIPELINE EASEMENT, VOLUME 3679, PAGE 578, D.R.) C.T.

APPROVED BY JOHNSON COUNTY COMMISSIONERS

COUNTY ON THE _____ DAY OF _____, 2024.

COUNTY CLERK

PLAT RECORDED IN:

INSTRUMENT NO. _____, PAGE _____

DATE: _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY CLERK

LEGEND

- SUBJECT PROPERTY LINE
- - - ADJOINER LINE
- - - EASEMENT
- IRON ROD FOUND (REF) (AS NOTED)
- 1/2" IRON ROD FOUND WITH CAP STAMPED "TOPOGRAPHIC"
- 1/2" IRON ROD SET WITH CAP STAMPED "TOPOGRAPHIC"
- CALCULATED CORNER

ABBREVIATIONS

O.P.R.) C.T. = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.) C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.) C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS
(XXXX) = DEED CALLS
P.O.B. = PLACE OF BEGINNING
J.C.S.U.D.E. = JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT
U.E. = UTILITY EASEMENT
R.O.W. = RIGHT OF WAY
W.X. = OPEN SPACE/LOT
N.T.S. = NOT TO SCALE

OWNER

MAAK ENTERPRISES LP
10802 C.R. 913
GODLEY, TX 76044
(817) 658-3172

SURVEYOR

TOPOGRAPHIC
LOCAL INNOVATION. LEGACY
4410 WESTPORT ROAD, SUITE 200, DALLAS, TEXAS 75244
TOP-ONE 4410 WESTPORT ROAD, SUITE 200, DALLAS, TEXAS 75244
WWW.TOPONEGRAPHIC.COM

FINAL PLAT

LOTS 9-16, BLOCK 1, LOTS 13-21, BLOCK 2,
LOTS 1-6, TX, 8-23, BLOCK 3, LOTS 1-16, BLOCK 4,
LOTS 1-16, BLOCK 5
COPPENGERS PLACE, PHASE II
JOHN C. WHITE SURVEY, ABSTRACT NO. 860
JOHNSON COUNTY, TEXAS

FILE: FP_COPPENGERS_PHI1111_20240803-MYLAR
DRAFT: BWM
SHEET: 6 OF 6
CHECK: FCN
DATE: 08/03/2024
REVISION
0

Bond Number: [REDACTED]

CONSTRUCTION BOND

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **MAAK Enterprises LP**, as Principal, and **Merchants National Bonding, Inc.**, as Surety, whose address is **P.O. Box 14498, Des Moines, IA 50306-3498**, are held and firmly bound unto the **County of Johnson**, State of Texas (Johnson County), as Oblige, through its **County Judge Christopher Boedeker**, or his successor in office, in the sum of **One Million Three Hundred Thirty Four Thousand Nine Hundred Thirty and 00/100 Dollars (\$1,334,930.00)**, for the payment of which well and truly be made, we bind ourselves, and each of us, our heirs executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Principal desires to sub-divide and plat a certain tract of land located outside the limits of an incorporated city or town in Johnson County, Texas, said subdivision to be known as **Coppenger Place, Phase II**, more fully described as **A Single Family Subdivision of Lots 9-16 Block 1, Lots 13-21 Block 2, Lots 1-6, 7X, 8-23 Block 3, Lots 1-16, Block 4, and Lots 1-16, Block 5, Johnson County, Texas, and being 90.555 Acres Out of the John C. White Survey, Abstract No. 860**; and

WHEREAS, the said Principal is required by **Section V, Financial Security**, of the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024* and by **Section 232.004 of the Texas Local Government Code** to file a bond with the Johnson County Commissioners Court in the amount of 100% of the estimated construction cost of constructing the roads, streets, drainage and signage for the above described property in conformance with the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024* and in conformance with the plat for the **Coppenger Place, Phase II** approved by the Johnson County Commissioners Court and filed in the Plat Records of Johnson County, Texas.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that the Principal, who owns the tract of land to be subdivided under the name of **"Coppenger Place, Phase II"** must construct the roads, streets, drainage and signage for such subdivision in conformance with the specifications contained in the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024*, and in conformance with the plat approved for said subdivision by the Johnson County Commissioners Court.

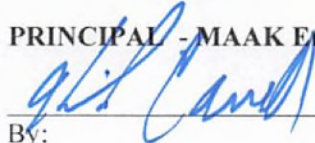
Principal, who owns the tract of land to be subdivided under the name of **"Coppenger Place, Phase II"** must construct the roads, streets, drainage and signage for such subdivision by June 10, 2025 (date). If such roads, streets, drainage and signage are not constructed by June 10, 2025 (date), then upon delivery of written notification and reasonable evidence to Surety that such roads, streets, drainage and signage have not been constructed according to the conditions described above, then such proceeds of this bond as are reasonably necessary to construct or complete the construction of the roads, streets, drainage and signage as described in the plat filed in the Plat Records of Johnson County depicting **"Coppenger Place, Phase II"** shall be payable to **County Judge Christopher Boedeker** or his successor in office, for Johnson County, Texas. Venue for all actions arising under, pursuant, or in relation to this bond shall be in the District Courts of Johnson County, Texas.

This **bond shall remain in full force and in effect until all the roads, streets, drainage and signage requirements in and for such subdivision have been constructed and completed** by the Principal and approved by the Johnson County Public Works Department and the Commissioners Court, and until this Construction Bond has been released by a Court Order from the Johnson County Commissioners Court.

No right of action shall accrue on this bond to or for the future use of any person or corporation other than the Commissioners Court of Johnson County, Texas herein named or successors of said Commissioners Court.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this 3rd day of June, 2024.

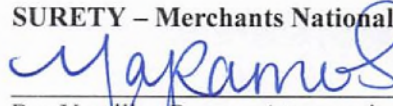
PRINCIPAL - MAAK Enterprises LP



By: _____

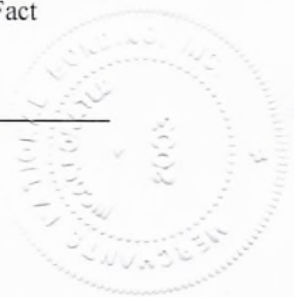
Address: 101 S. Main Street
Godley, TX 76044

SURETY - Merchants National Bonding, Inc.



By: Yamillec Ramos, Attorney in Fact

Address: P.O. Box 14498
Des Moines, IA 50306-3498



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumradi; Keith Rogers; Kristi Meek; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

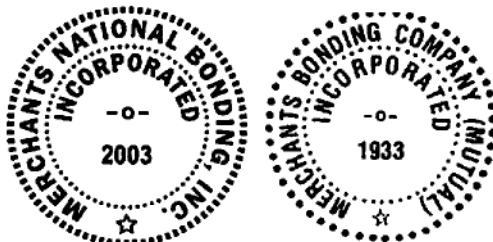
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2024.



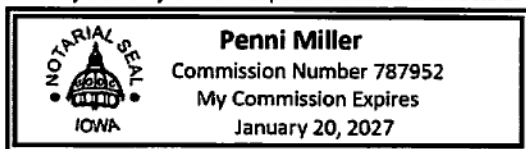
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.