

**INSTRUCTIONS FOR FILLING OUT MUTUAL COVENANT**

- ◆ MUST BE FILLED OUT IN **BLACK INK ONLY.**
- ◆ **A FILING FEE OF \$20.00 FOR THE TWO (2) LEGAL PAGES**, IN THE FORM OF A MONEY ORDER, CASHIERS CHECK OR CHECK MADE PAYABLE TO THE CITY OF ARLINGTON MUST ACCOMPANY THE DOCUMENT.

**THE FOREGOING INFORMATION IS ESSENTIAL FOR ROUTING AND FILING OF THIS INSTRUMENT**

- (1) Proposed Name or Use of Property (i.e. Kroger Store or Mini-Warehouse): \_\_\_\_\_  
\_\_\_\_\_
- (2) Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_  
Recorded Volume \_\_\_\_\_ Page \_\_\_\_\_
- (3) The contact person with the company: \_\_\_\_\_
- (4) Phone: \_\_\_\_\_
- (5) Nearest known intersection: \_\_\_\_\_  
\_\_\_\_\_

**COMPLETION EXAMPLE:** The following specifies the information required in the blanks of the following page.

**MUTUAL COVENANT TO MAINTAIN PRIVATE WATER LINES**

STATE OF TEXAS  
COUNTY OF TARRANT

WHEREAS, Owner (Person, Company, etc.), hereinafter referred to as the "Owner". Of all that lot, tract, or parcel of land described as Legal Description, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 388-000, Page 000., Deed Records of Tarrant County, Texas, hereinafter referred to as "Subject Tract"; and .....

NOTE: (1) **Do not complete** this document until the property has been platted.

Exception: (By special approval)

(2) Platted property filings will have **Volume number** starting with (388).

**If your plat does not have (388) filing number stamp, please check with the County Deed Record Office.**

MUTUAL COVENANT TO MAINTAIN PRIVATE WATER LINES

STATE OF TEXAS  
COUNTY OF TARRANT

§  
§

WHEREAS, \_\_\_\_\_, hereinafter referred to as the "Owner", of all that lot, tract, or parcel of land described as \_\_\_\_\_, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Deed Records of Tarrant County, Texas, hereinafter referred to as "Subject Tract"; and

WHEREAS, the Owner desires to construct a facility on the Subject Tract in the manner reflected on the plans, as submitted to the City of Arlington, Building Inspections Department; and

WHEREAS, these plans indicated a private water system on the Subject Tract which will be installed with a water use detection device for the purpose of detecting water leakage or illegal water use; and

WHEREAS, as a condition of allowing this system to be installed on Subject Tract, the City of Arlington requires the Owner to agree to the following hereinafter referred to as "Restrictions":

1. In the event of illegal water usage or leakage, the Owner shall remove any illegal connections or repair any leaks at Owner's expense within twenty-four (24) hours of notification.
2. If the situation is not corrected within said twenty-four (24) hours period, the City shall have the right to discontinue water service to the system in accordance with the law and notify the Arlington Fire Department of the situation.
3. The Arlington Fire Department shall enforce its policy of nonconformance to fire protection codes and ordinances.
4. The Owner agrees to pay for water usage as estimated by the City from the time of notification to the time the situation is corrected.

NOW THEREFORE, THE ABOVE PREMISES CONSIDERED AND AGREED UPON TO BE TRUE AND CORRECT AND ALL OF WHICH ARE DEEMED TO BE INCORPORATED IN THE BODY OF THIS CONTRACT AS IF COPIED IN THEIR ENTIRETY, THE OWNER DOES HEREBY AGREE TO MAINTAIN THE PRIVATE WATER LINES ON SUBJECT TRACT IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

Section 1. The owner does hereby agree to construct a private water system with water use detection device for the purpose of detecting water leakage or illegal water use in accordance with the plans as submitted to the City of Arlington Building Inspections Department.

Section 2. The owner, its successors and assigns do hereby agree jointly and severally to maintain the private water system on Subject Tract in accordance with the aforementioned Restrictions, and agrees to comply with all City ordinances and Codes applicable to maintenance of proper fire protection.

Section 3. This agreement shall be deemed a restrictive covenant running with the land and shall be binding on the Owner, its successor and all subsequent purchasers of Subject Tract or any portion thereof. This agreement shall be filed in the Deed Records of Tarrant County, Texas.

Section 4. The owner has a sole liability for maintenance of the fire protection system on "Subject Tract" and holds the City harmless of any liability in the event that damages are incurred to any facilities on "Subject Tract" as a result of the fire protection system being inoperative during enforcement of the "Restrictions" as set forth this agreement.

Section 5. If an inoperative fire hydrant is not repaired within five (5) days after notification to the owner, the City has the right to repair the hydrant and will bill the property owner. Nonpayment of such bill will result in water service being discontinued in accordance with the law.

Section 6. This agreement cannot be revoked, repealed, rescinded or amended without the written approval of the City.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Approved Signature:

Owner: \_\_\_\_\_

\_\_\_\_\_  
City of Arlington

Corporate acknowledgment

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said \_\_\_\_\_, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of Texas

Individual Acknowledgment

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of Texas