

**WATER COURSE  
MAINTENANCE AGREEMENT**

This **WATER COURSE MAINTENANCE AGREEMENT** (the “Agreement”) is by and between the **CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS**, (hereinafter referred to as “City”) and **HAT CREEK DEVELOPMENT** (hereinafter referred to as “Owner”), collectively referred to as the “parties,” individually referred to as a “party.”

WHEREAS, by plat titled **LOTS 1-8X, BLOCK 1, LOTS 1-16, BLOCK 2, LOTS 1-25X, BLOCK 3, AND LOT 1X, BLOCK 4, SHADY GROVE ADDITION** (hereinafter referred to as “**SHADY GROVE ADDITION**”) approved on August 28<sup>th</sup>, 2023 by the City, Owner was permitted to develop the property legally described as **LOTS 1-8X, BLOCK 1, LOTS 1-16, BLOCK 2, LOTS 1-25X, BLOCK 3, AND LOT 1X, BLOCK 4, SHADY GROVE ADDITION** on **Exhibit “A”** attached hereto in accordance with the Plat, and;

WHEREAS, as a condition to approval of the Plat, the City required construction of drainage facilities which shall be located in **BLOCK 3, LOT 25X**, legally described within **SHADY GROVE ADDITION** and shown on **Exhibit "A"** attached hereto, and;

WHEREAS, the City is willing to permit the Owner to construct an earthen water course (hereinafter referred to as the “**Water Course**”) in accordance with the plans approved by the City dated 08/01/2023, as opposed to a concrete Water Course provided that the Owner agrees to perpetually maintain such earthen Water Course, including all retaining walls and concrete pilot channels in accordance with this Agreement, and as shown on **Exhibit “B”** attached hereto.

NOW THEREFORE, Owner agrees as follows:

1. Owner shall construct, at its sole cost and expense, an earthen Water Course within **BLOCK 3, LOT 25X**, as shown on **Exhibit "B"** hereto according to the plans approved by the City. Owner further agrees on behalf of itself, its successors and assigns, including any homeowners associations created to carry out the Owner's obligations and those of the owners of other portions of **SHADY GROVE ADDITION** to maintain such water course as hereinafter set forth in Paragraph 2 hereof, and to reimburse the City for the cost of maintenance should such be necessary as set forth in Paragraph 3 hereof. For the avoidance of doubt, if Owner transfers any or part of its interest in **SHADY GROVE ADDITION** to any successor or assign, including homeowners associations or any then current owner(s) of the property, such successors or assigns shall be responsible for all of Owner's obligations under this Agreement. If no homeowners associations exist for the **SHADY GROVE ADDITION**, or is the respective homeowners associations are dissolved or cease to operate, the then current owner(s) of the property that make up the **SHADY GROVE ADDITION** shall be equally responsible for the Owner's obligations under this Agreement, regardless of lot size.
2. Owner shall maintain the Water Course in a prudent manner to minimize soil erosion, loss of capacity due to sedimentation accumulation, and keep grass and vegetation mowed and maintained as follows:

- a. The Water Course shall be mowed at least once every other week during the growing season between March 15<sup>th</sup> and October 15<sup>th</sup>.
  - b. Any debris which deposits itself in the Water Course area shall be collected and removed once a week or within three (3) days after a storm event.
  - c. Any sediment accumulation in the water course will need to be removed at least once annually and any vegetation disturbed during such maintenance activities shall be reestablished to prevent further downstream sediment accumulation.
  - d. The City Engineer, or his designee, may grant exceptions to this maintenance schedule due to weather conditions, unusual situations or acts of God.
3. Owner shall maintain the Channel Bank in a prudent manner to minimize bank erosion caused by discharge from the **SHADY GROVE ADDITION** Development. Discharge sources are to include, but not be limited to, side yard swales from adjacent lots, area or roof drains discharging into or above the channel bank, or pool drains discharging into or above the Channel Bank.
4. Owner shall maintain/repair retaining walls to ensure structural soundness and protect conveyance capacity of the Water Course.
5. Should Owner fail to remedy any inadequacy in its maintenance of the Water Course within twenty (20) days of receipt of written notice from the City, the City shall have the right to access the Water Course, and the City may, but shall not be obligated, to provide such maintenance that it reasonably deems necessary and shall assess such costs thereof on the Owner and shall be reimbursed to the City by Owner upon written demand therefore. If Owner fails to so reimburse the City within ten (10) days of such written demand, the City shall be authorized to and shall place a lien against **BLOCK 3, LOT 25X**, for such amount, provided; however, such lien shall not be valid against a bona fide purchaser for value unless a notice of such lien stating the amount shall be filed in the office of the Tarrant County land records. By acceptance of this Agreement, the City agrees to execute a certificate (addressed to the party requesting same) within ten (10) days of written request therefore, stating whether or not any amounts are due and owing from Developer pursuant to this Agreement.
6. The Agreement made herein shall be binding upon the Owner, its successors and assigns and shall be a covenant running with the land that is **BLOCK 3, LOT 25X**. If Owner conveys **BLOCK 3, LOT 25X** to a homeowners association created with respect to **SHADY GROVE ADDITION**, this Agreement shall be binding upon such homeowners association as a subsequent owner of **BLOCK 3, LOT 25X**, but following such conveyance the prior Owner of such land shall have no further liability or obligations under this Agreement from and after such conveyance.
7. This Agreement made herein shall be binding upon the Owner, its successors or assigns and shall be a covenant running with the land.
8. This Agreement shall not be amended, changed, or modified without the prior written consent of the City of North Richland Hills.

9. **OWNER SHALL INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES OR DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, INCURRED OR RESULTING FROM THE CITY'S MAINTENANCE OF THE WATERCOURSE IN THE EVENT OWNER FAILS TO MAINTAIN THE WATERCOURSE OR FROM THE CITY'S PERFORMANCE OF THE AFOREMENTIONED OPERATION, MAINTENANCE, OR SUPERVISION RESPONSIBILITIES FOR OF MAINTENANCE OF THE WATERCOURSE DUE TO THE OWNER'S FAILURE TO PERFORM SAID RESPONSIBILITIES.**

[SIGNATURE PAGES FOLLOW]

Executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS           §**

**§**

**COUNTY OF TARRANT §**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_

Mark Hindman, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Alicia Richardson, City Secretary/Chief  
Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_

Maleshia B. McGinnis, City Attorney

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

Caroline Waggoner, P.E., Assistant City Manager

**Exhibit "A"**  
**PLAT OF SUBDIVISION**

**Exhibit "B"**  
**WATER COURSE**