

**WATER COURSE
MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat titled "Smith Farm Addition" approved on _____ ("Plat"), by the City Council of the City of North Richland Hills, Tarrant County, Texas, ("City"), Marvin Smith ("Owner") was permitted to develop the property legally described as Smith Farm Addition on Exhibit "A" attached hereto in accordance with the Plat, and;

WHEREAS, as a condition to approval of the Plat, the City allowed construction of an underground water course which shall be located in the private drainage easement at the rear of Block 2, Lots 1-5, legally described within Smith Farm Addition and shown on Exhibit "A" attached hereto, and;

WHEREAS, the City is willing to permit the Owner to construct an underground water course (the "Water Course") in accordance with the plans approved by the City, as opposed to a concrete Water Course provided that the Owner agrees to perpetually maintain such underground Water Course.

NOW THEREFORE, Owner agrees as follows:

1. Owner shall construct, at its sole cost and expense, an underground Water Course along the rear of Block 2, Lots 1-5, as shown on Exhibit "A" 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 Smith Farm to maintain in 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.
2. Owner shall maintain the Water Course in a prudent manner to minimize blockage in flows and maintained as follows:
 - a. The inlets for the Water Course area will be inspected for and cleared of blockages and debris annually.
 - b. Accessory structures (such as sheds, flower beds or fencing) will NOT be allowed to be constructed in a manner that restricts the inflow of water into The Water Course.
 - c. Any debris which deposits itself in the water course will need to be picked

up and removed after a storm event or every six (6) months, whichever is more often.

- d. Any noticeable sediment accumulation in the water course will be removed at least once annually if needed.
 - e. The Public Works Director or his designee may grant exceptions to this maintenance schedule due to weather conditions, unusual situations or acts of God.
3. 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 may, but shall not be obligated, to provide such maintenance that it shall reasonably deem necessary and all costs thereof 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 have a lien against the property 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.
 4. The agreement made herein shall be binding upon the Owner, its successors and assigns and shall be a covenant running with the land.
 5. This agreement for maintenance shall terminate only if the Water Course is constructed with concrete in accordance with plans to be approved by the City. By acceptance of this Agreement, the City agrees to execute a recordable termination of this Agreement upon the City's acceptance of a concrete Water Course in accordance with this paragraph.

Executed this the _____ day of _____, 2016.

Marvin Smith

By: _____
Marvin Smith

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, _____ by Mark S. Wood, on behalf of said partnership.

Notary Public, State of Texas

Commission Expires:

Notary's Printed Name:

APPROVED BY:
City of North Richland Hills, Texas

By: _____
Oscar Trevino, Mayor

ATTEST:

Alicia Richardson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

George Staples, Attorney for the City

EXHIBIT "A"

DRAWING of SMITH FARM ADDITION