

**DETENTION/RETENTION STORAGE FACILITY
MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **SMITH FARM ADDITION LOTS 1-10 BLOCK 1, LOTS 1-12 BLOCK 2** (hereinafter referred to as "**SMITH FARM ADDITION**") approved on MONTH DAY, 2016 by the City Council of the City of North Richland Hills, Tarrant County, Texas, **MARVIN SMITH** ("OWNER") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **SMITH FARM ADDITION** requires construction on the property of a facility to provide a storm water detention/retention facility (hereinafter referred to as "Detention/Retention Facility") for the development of **SMITH FARM ADDITION** to minimize potential flooding of downstream property; and

WHEREAS, the City is willing to permit **OWNER** to construct a Detention/Retention Facility in accordance with plans approved by the City, provided that **OWNER** agrees to maintain such Detention/Retention Facility.

NOW, THEREFORE, **OWNER** at its sole cost and expense agrees to the following:

1. Adhere to the requirements of the City Code, specifically Chapter 102: "Floods and Stormwater Management", Article III: "Stormwater Management".
2. Construct the Detention/Retention Facility in accordance with plans sealed by a licensed professional engineer registered in the State of Texas and specifications approved by the City.
3. Construct the landscaping in accordance with the Landscaping Plan approved by Development Review Committee and Landscape Review Board preliminarily included as Exhibit "A".
4. Maintain the Detention/Retention Facility in a prudent manner to minimize soil erosion and loss of capacity due to sedimentation.
5. Be responsible for the following:
 - a. Keep grass and vegetation mowed and maintained in the Detention/Retention Facility and all areas around the Detention/Retention Facility controlled by **OWNER** based on the following schedule:
 - i. once every three (3) weeks between March 1st - April 10th and between October 1st - November 15th.
 - ii. once every other week during the growing season between April 10th - October 1st.

- b. The upkeep and replacement of all landscaping.
 - c. Operation and maintenance of the outfall structure (including replacement cost) to ensure intended detention function per construction plans submitted to and approved by the City.
 - d. Trash and debris removal once a week or after a storm event, whichever is more often.
 - e. Operation and maintenance of decorative lighting around the basin.
 - f. Any necessary dredging or silt removal from the basin and/or inlet and outlet structures.
 - g. Repair and replacement of decorative fencing.
 - h. Any "specialty" items not covered by any other party.
 - i. All necessary grading to insure that detention basins drain completely.
6. Should **OWNER**, or the then current owner of the property described herein, fail to remedy any inadequacy in its maintenance of the Detention/Retention Facility 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**, or the then current owner of the property described herein, upon written demand therefor. If **OWNER**, or the then current owner of the property described herein, fails to so reimburse the City within ten (10) days of such written demand, the City shall have a lien against **SMITH FARM ADDITION** for such amount. 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 **OWNER**, or the then current owner of the property described herein, pursuant to this Agreement.
7. The agreements made herein shall be binding upon, the **OWNER's** successors and assigns and shall be a covenant running with the land.
8. This agreement shall not be amended, changed or modified without the written consent of the City of North Richland Hills.

Executed this the ____ day of _____ 20__.

By: _____

Printed 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: _____

Exhibit “A”
Detention/Retention Facility
Landscaping Plan