

**DETENTION/RETENTION STORAGE FACILITY  
MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in accordance with the plat denoted as Watermere on the Preserve; Lots 1-3, Block 1, recorded under Instrument No. \_\_\_\_\_ in the Real Property Records of Tarrant County, Texas (hereinafter referred to as "Watermere on the Preserve Addition") within the City of North Richland Hills, Tarrant County, Texas (the "**City**"), Integrated FM1938 Holdings, LP, a Texas limited partnership ("**DEVELOPER**") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **Watermere on the Preserve Addition** requires construction on Lot 3, Block 1 within such Watermere on the Preserve Addition (referred to herein as the "**Property**") of a facility to provide a storm water detention/retention for the benefit of Lots 1, 2 and 3, Block 1, of such Watermere on the Preserve Addition (hereinafter referred to as "Detention/Retention Facility") for the development of Watermere on the Preserve Addition to minimize potential flooding of downstream property; and

WHEREAS, this Agreement replaces and supersedes that certain Detention/Retention Storage Facility Maintenance Agreement executed by Bomac Davis Investments, LLC (DEVELOPER's predecessor-in-interest with respect to a portion of the Property) for the benefit of the City, dated July 18, 2013 and recorded September 30, 2013, under Instrument No. D213255224 in the Real Property Records of Tarrant County, Texas (the "**Prior Detention Agreement**"), and the City hereby releases DEVELOPER and its successors and assigns with respect to the Property or any other portion of the Watermere on the Preserve Addition from any and all obligations of the developer/landowner (called "Bomac Davis Investments, LLC" therein) under such Prior Detention Agreement; and

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

NOW, THEREFORE, **DEVELOPER**, at its sole cost and expense, to the extent Developer develops the Watermere on the Preserve Addition in accordance with plans approved by the City, 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 those certain plans and specifications by \_\_\_\_\_, dated \_\_\_\_\_, Job No. \_\_\_\_\_, such plans being sealed by a licensed professional engineer registered in the State of Texas and hereby approved by the City (the "**Approved Plans**").

3. Construct the landscaping in accordance with the Landscaping Plan attached hereto as Exhibit "A" and incorporated herein by reference (the "**Landscaping Plan**").
4. Maintain the Detention/Retention Facility in a reasonably 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 **DEVELOPER** 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 the structural retaining walls and outfall structures within the retention pond system, if any are applicable pursuant to the Approved Plans, as necessary to keep the same in good working order and condition.
  - c. The upkeep and replacement of all landscaping as shown on the approved Landscaping Plan, as necessary to keep the same in a reasonably clean and orderly condition.
  - d. Installation, operation and maintenance of aeration and recirculation systems (including power cost and replacement cost), if any are applicable pursuant to the Approved Plans, as necessary to keep such systems in good working order and condition. In the event of aeration failure, the system shall be repaired within five (5) business days of failure.
  - e. In the event of stagnant water, drain the ponds to prevent pest and odor problems.
  - f. Trash and debris removal once a week or after a storm event, whichever is more frequent, as necessary to keep the Detention/Retention Facility in a reasonably clean and orderly condition.
  - g. Operation and maintenance of decorative lighting around the basin as shown on the Approved Plans, as necessary to keep the same in good working order and condition.
  - h. Any necessary dredging or silt removal from the basin and/or inlet and outlet structures to maintain design depth as shown in the Approved Plans and reasonable health of the water body.

- i. Repair and replacement of safety railings and decorative fencing as shown in the Approved Plans or as otherwise required by applicable law, as necessary to keep the same in good working order and condition.
- j. Prevention and removal of any invasive plant material not in the approved landscaping plan.
- k. Treatment of water to control mosquito breeding within the limits of the pond, should mosquito larvae be detected within any part of the water feature.

All the requirements of Sections 4 and 5 hereof shall be deemed to be standards, the violation of which shall be enforceable pursuant the provisions of Section 34-75 of the North Richland Hills Code of Ordinances and subject to the charges therein provided for. Should **DEVELOPER**, or the then current owner of the Property described herein, fail to abate the deficiencies and remedy any inadequacy in its maintenance of the Detention/Retention Facility within thirty (30) 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 to charge **DEVELOPER**, or the then current owner of the Property, for such abatement and remediation of such inadequacy and the applicable administrative fee established in Appendix A of the City's Code of Ordinances for each parcel or lot of the Property, plus the actual cost of clearing, cleanup and mowing. If **DEVELOPER**, or the then current owner of the Property described herein, fails to reimburse the City within thirty (30) days of such written demand, the City may enforce such rights and remedies under law or its City Code to compel such payment, including imposition of the lien provided by Section 34-75 (c) in the manner therein set out. 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 the then current owner of the Property described herein, is in compliance with this Agreement.

6. The agreements made herein shall be binding upon, the **DEVELOPER's** successors and assigns with respect to the Property and shall be a covenant running with the land.
7. This agreement shall not be amended, changed or modified without the written consent of the City of North Richland Hills.

*[Signature Page Follows]*

Executed this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

By: Integrated FM1938 Holdings, LP, a Texas limited partnership

By: Integrated FM1938 Holdings GP, LLC, a Texas limited liability company, its general partner

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.

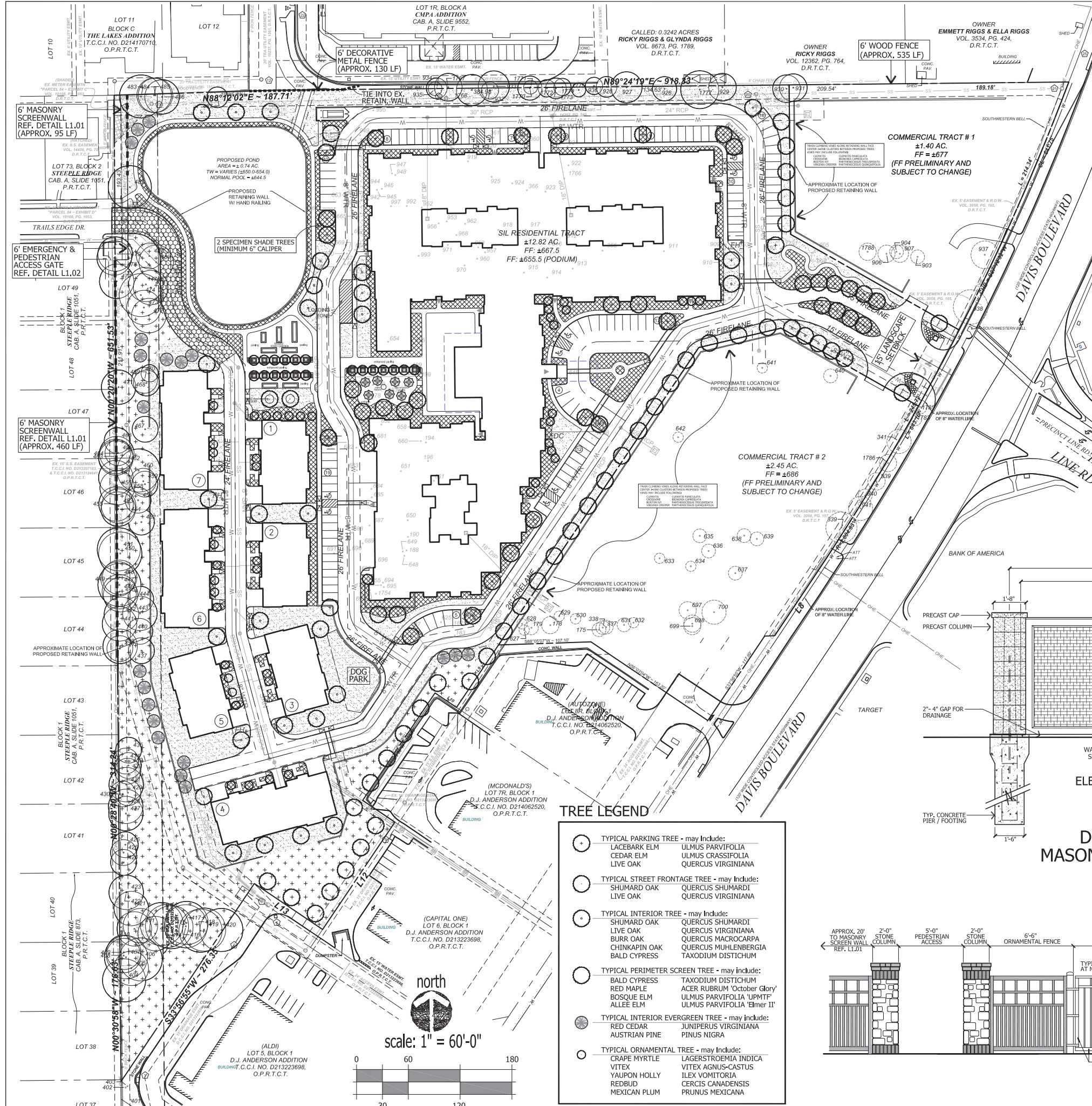
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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**



**LANDSCAPE REQUIREMENTS**

MINIMUM 15% SITE SHALL BE LANDSCAPE  
 TOTAL SITE 558,439 SF  
 REQUIRED 83,766 SF (15%)  
 PROVIDED 197,674 SF (35.39%)

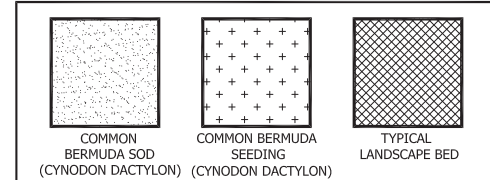
LANDSCAPE SETBACK  
 MIN. 15' REQUIRED AND PROVIDED  
 1 TREE REQUIRED PER 50 LF  
 100' = 2 TREES REQUIRED  
 50' = 2 TREES PROPOSED  
 10 SHRUBS REQUIRED PER 50 LF  
 100' = 2 x 10' = 20 SHRUBS REQUIRED  
 50' = 20 SHRUBS PROVIDED

PARKING LANDSCAPE  
 PARKING LOTS SHALL BE SCREENED FROM R.O.W.  
 MIN. 5% LANDSCAPE SHALL BE PROVIDED  
 IN PARKING LOTS  
 90,679 SF x 5% = 4,534 SF REQUIRED  
 8,654 SF PROVIDED (9.54%)

PARKING LANDSCAPE  
 1 LARGE TREE REQUIRED PER 20 SPACES and  
 EACH SPACE WITHIN 100' OF TREE  
 122 SPACES = 6.1 = 7 TREES REQUIRED  
 20 = 18 TREES PROPOSED

RESIDENTIAL BUFFER  
 6' MASONRY SCREEN WALL +  
 1 LARGE TREE REQUIRED PER 30 LF  
 WEST P.L.  
 1142 LF = 38.1 = 39 LARGE TREES REQUIRED  
 71 EXISTING TREES  
 8 EVERGREENS PROVIDED

**LANDSCAPE LEGEND**



SOD INSTALLATION NOTES:  
 a. ALL SUBGRADE SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.  
 b. AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLODS AND DEBRIS.  
 c. SOD SHALL BE VIGOROUS, WELL-ROOTED AND SHALL BE DELIVERED AT A UNIFORM SOIL THICKNESS.  
 d. SOD SHALL BE LAID WITH ALTERNATING JOINTS.  
 e. ALL SOD SHALL BE ROLLED TO CONSISTENT SURFACE, FILLING JOINTS WITH COARSE SAND AS REQUIRED.

HYDROMULCH INSTALLATION NOTES:  
 a. ALL SUBGRADE SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION. \*\*DO NOT APPLY HERBICIDE BENEATH DRIP LINES OF ANY EXISTING TREES TO REMAIN.  
 b. AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLODS AND DEBRIS.  
 c. SEED SHALL BE HULLED, TREATED LAWN-TYPE SEED, DELIVERED TO SITE IN ORIGINAL SEALED CONTAINERS. MINIMUM PURITY GERMINATION SHALL BE 90%.  
 d. FERTILIZER SHALL BE COMPLETE FERTILIZER, DRT, FREE-FLOWING, AND BALANCED IN COMPOSITION, CONFORMING TO ALL STATE LAWS.  
 e. ALL SEEDED AREAS SHALL BE IRRIGATED BY TEMPORARY MEASURES TO BE DETERMINED BY CONTRACTOR TO ACHIEVE 90% GERMINATION AND TWO SUBSEQUENT MOWINGS.

TYPICAL LANDSCAPE BED  
 a. PLANTING DESIGN TO BE DETERMINED. BEDS MAY INCLUDE ORNAMENTAL TREES, SHRUBS, GROUNDCOVER, ANNUALS, DECORATIVE GRAVEL, AND/OR DECOMPOSED GRANITE.  
 b. ALL LANDSCAPE AREAS SHALL BE WATERED WITH AUTOMATIC IRRIGATION SYSTEM, COMPLETE WITH FREEZE SENSOR, RAIN STAT, AND CONTROLLER. SYSTEM SHALL BE DESIGNED TO UTILIZE WATER-SAVING TECHNIQUES AND EQUIPMENT. INSTALLATION OF SYSTEM SHALL BE MADE BY A DULY LICENSED UNDER ARTICLE NO. 8751 VTCs (LICENSED IRRIGATORS ACT), S.B. NO. 259.

appr. by:  
 drawn by:  
 date: 06-29-18

revisions

09-04-18
09-10-18
10-09-18
11-15-18



Leeming Design Group  
 Landscape Architecture  
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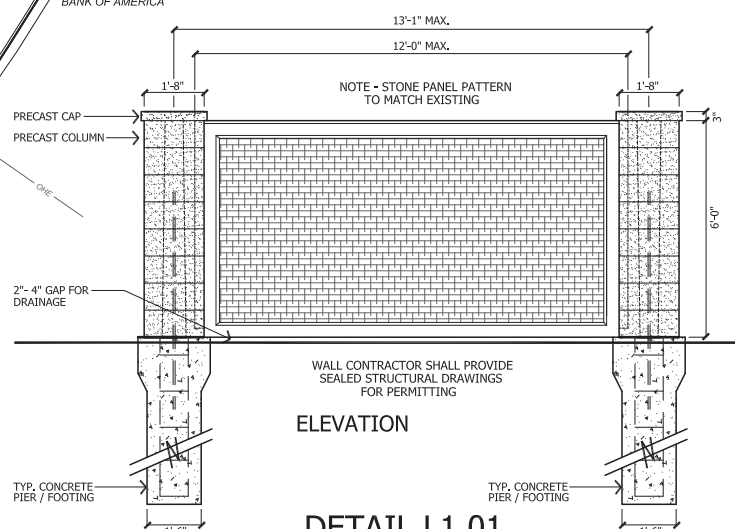
**SITE LANDSCAPE PLAN**

**WATERMERE on the PRESERVE**  
 DAVIS BLVD.  
 NORTH RICHLAND HILLS, TEXAS

file name:  
 c:\NRH-Watermere\lody-base\_Watermere.dwg  
 sheet  
**LS-1**

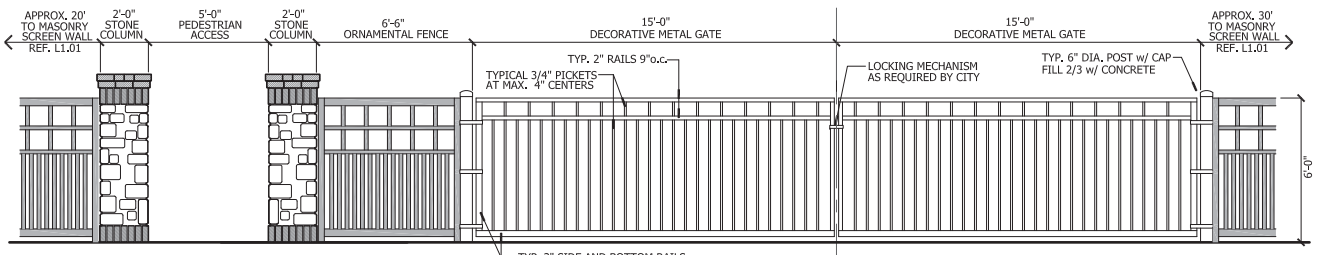
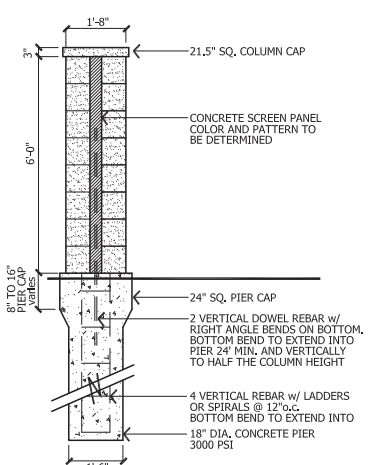
**TREE LEGEND**

- TYPICAL PARKING TREE - may include:  
 LACEBARK ELM  
 CEDAR ELM  
 LIVE OAK  
 ULMUS PARVIFOLIA  
 ULMUS CRASSIFOLIA  
 QUERCUS VIRGINIANA
- TYPICAL STREET FRONTAGE TREE - may include:  
 SHUMARD OAK  
 LIVE OAK  
 QUERCUS SHUMARDI  
 QUERCUS VIRGINIANA
- TYPICAL INTERIOR TREE - may include:  
 SHUMARD OAK  
 LIVE OAK  
 BURR OAK  
 CHINKAPIN OAK  
 BALD CYPRESS  
 QUERCUS SHUMARDI  
 QUERCUS VIRGINIANA  
 QUERCUS MACROCARPA  
 QUERCUS MUHLENBERGIA  
 TAXODIUM DISTICHUM
- TYPICAL PERIMETER SCREEN TREE - may include:  
 BALD CYPRESS  
 RED MAPLE  
 BOSQUE ELM  
 ALLEE ELM  
 TAXODIUM DISTICHUM  
 ACER RUBRUM 'October Glory'  
 ULMUS PARVIFOLIA 'UPMPT'  
 ULMUS PARVIFOLIA 'Elmer II'
- TYPICAL INTERIOR EVERGREEN TREE - may include:  
 RED CEDAR  
 AUSTRIAN PINE  
 JUNIPERUS VIRGINIANA  
 PINUS NIGRA
- TYPICAL ORNAMENTAL TREE - may include:  
 CRAPE MYRTLE  
 VITEX  
 YAUPON HOLLY  
 REDBUD  
 MEXICAN PLUM  
 LAGERSTROEMIA INDICA  
 VITEX AGNUS-CASTUS  
 ILEX VOMITORIA  
 CERCIS CANADENSIS  
 PRUNUS MEXICANA

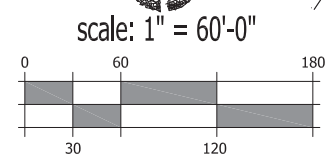


**DETAIL L1.01  
 MASONRY SCREEN WALL**  
 SCALE: 3/8" = 1'-00"

**VERTICAL SECTION**



**DETAIL L1.02  
 EMERGENCY GATE ELEVATION**  
 SCALE: 1/4" = 1'-0"



CASE NUMBER ZC 2018-15