

**DETENTION/RETENTION STORAGE FACILITY
MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **NORTHSTAR ADDITION BLOCK A, LOT 1** (hereinafter referred to as "**NORTHSTAR**") approved on October 14, 2019 by the City Council of the City of North Richland Hills, Tarrant County, Texas (the "**City**"), **Texas Bluebonnet Realty, LLC.** (hereinafter referred to as "**TBR**") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **NORTHSTAR** 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 **NORTHSTAR** to minimize potential flooding of downstream property; and

WHEREAS, the City is willing to permit **TBR** to construct a Detention/Retention Facility in accordance with plans approved by the City, provided that **TBR** or their assigns, in which case, subject to Section 6 herein, **TBR** shall be released from any future liability, agrees to maintain such Detention/Retention Facility.

NOW, THEREFORE, **TBR** or their assigns, at its sole cost and expense agrees to be bound by the terms and conditions of this Detention/Retention Facility Storage Facility Maintenance Agreement (this "Agreement") as follows:

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 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 **TBR** based on the following minimum schedule:
 - i. once every two (2) weeks between March 1st - April 10th and between October 1st - November 15th.

- ii. once every week during the growing season between April 10th - October 1st.
- b) The upkeep and replacement of all landscaping as shown on the approved landscape plan included in the SUP.
- c) Trash and debris removal once a week or after a storm event, whichever is more often.
- d) Any necessary dredging or silt removal from the basin and/or inlet and outlet structures to maintain design depth and health of the water bodies.
- e) Repair and replacement of decorative fencing around the basin as shown on the approved SUP.
- f) Maintenance and repair of retaining walls within and around the detention pond.

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 TBR, its assigns, 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 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 to charge TBR, its assigns, or the then current owner for such abatement and remediation of such inadequacy the administrative fee established in Appendix A for each parcel or lot plus the actual cost of clearing, cleanup and mowing. If TBR, its assigns, 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 TBR, its assigns, or the then current owner of the property described herein respectively, is in compliance with this Agreement.

- 6. The agreements made herein shall be binding upon, TBR's successors and assigns and shall be a covenant running with the land. In the event of any assignment or transfer of interest by TBR of any of its duties or obligations under this Agreement, TBR shall provide the City with a copy of such written assignment document no later than five (5) business days after such assignment becomes effective. Such document shall clearly indicate the assignee's agreement to assume TBR's duties and obligations under this Agreement. Any assignment in violation of this Section 6 shall be null and void.

7. This Agreement shall not be amended, changed or modified without the written consent of the City of North Richland Hills.

Executed this the 20 day of SEPTEMBER 2019.

By: [Signature]

Printed Name: AMIR ABOUTALEBI

Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Amir Aboutalebi, MD 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 20th day of September, 2019.

[Signature]
Notary Public in and for the State of Texas

Lisa Sulsar
Type or Print Notary's Name

My Commission Expires: Nov. 6th, 2020

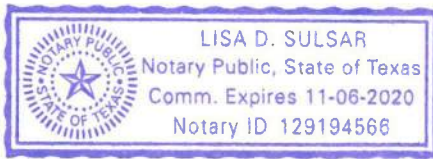


Exhibit “A”
Detention/Retention Facility
Landscaping Plan



GUIDE Architecture, LLC
 2001 N Lamar Street
 Dallas TX 75202
 1.214.960.9773

NORTHSTAR DERMATOLOGY
 8165 PRECINCT LINE RD.
 NORTH RICHLAND HILLS,
 TEXAS



07/19/19

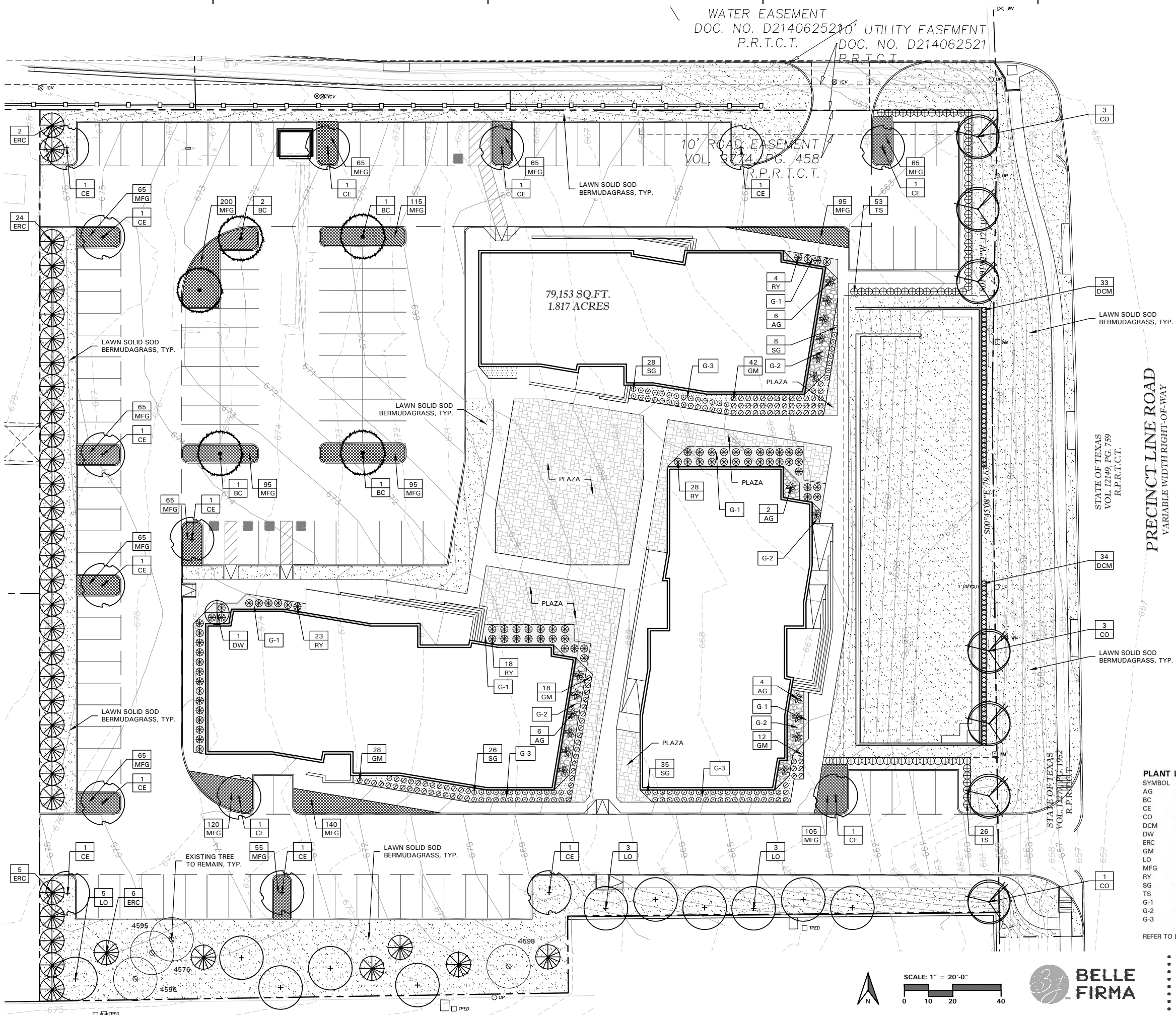
△	SUBMISSION	DATE

Project Number	
Drawn	APL
Checked	KAH
Approved	KAH

LANDSCAPE PLAN

SHEET

12.01

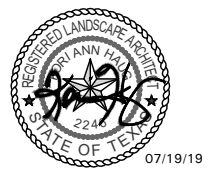




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NORTHSTAR DERMATOLOGY

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TEXAS



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LANDSCAPE
NOTES

LANDSCAPE TABULATIONS
NORTH RICHLAND HILLS, TEXAS

SITE LANDSCAPE REQUIREMENTS:
1. 15% of the total site area shall be landscaped.

Total Site Area: 139,026 s.f.	
Required 20,854 s.f. (15%)	Provided 32,962 s.f. (23%)

LANDSCAPE SETBACK REQUIREMENTS:
1. One (1) large tree, 3" cal., per 50 l.f. of street frontage.
2. Ten (10) small shrubs, 24" ht., per 50 l.f. of street frontage.

PRECINCT LINE RD.: 331 l.f.

Required		Provided	
(7) large trees, 3" cal.	(7) large trees, 3" cal.	(7) large trees, 3" cal.	(7) large trees, 3" cal.
(67) small shrubs, 24" ht.	(67) small shrubs, 24" ht.	(67) small shrubs, 24" ht.	(67) small shrubs, 24" ht.

PARKING LOT LANDSCAPING:
1. Large screening shrubs planted 36" o.c. and 24" off the back of curb screening spots adjacent to street.
2. 5% of the parking lot to be landscaped.
3. One (1) large tree shall be planted for every 20 parking spaces. No parking space shall be located more than 100 feet from a large tree within a landscaped island.

Total Parking lot: 53,505 s.f.
Total Parking: 128

Required		Provided	
large screening shrubs 2,675 s.f. (5%)	large screening shrubs 4,983 s.f. (9%)	large screening shrubs 4,983 s.f. (9%)	large screening shrubs 4,983 s.f. (9%)
(7) large trees	(20) large trees	(20) large trees	(20) large trees

BUFFER YARD REQUIREMENTS -
Non residential adjacent to residential
1. A masonry screening wall not less than 6' nor more than 8' ht.
2. A min. of one (1) large tree planted per each 30 l.f. of buffer area.
3. A min. of 40% of the provided large trees shall be evergreen.

Total Buffer Length: 429 l.f.

Required		Provided	
masonry wall (15) large trees	ex. masonry wall (4) ex. trees (1) large trees	ex. masonry wall (4) ex. trees (1) large trees	ex. masonry wall (4) ex. trees (1) large trees
(6) evergreen trees	(11) evergreen trees	(11) evergreen trees	(11) evergreen trees

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

HYDROMULCH NOTES

- CONTRACTOR SHALL SCARIFY, RIP AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- BERMUDAGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE, SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET STATE LAW REQUIREMENTS.
- FIBER SHALL BE ONE HUNDRED PERCENT (100%) WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
- FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC. OR EQUAL.
- HYDROMULCH WITH BERMUDAGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.
- USE A 4'X8' BATTER BOARD AGAINST ALL BED AREAS.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MAY 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDAGRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- ALL LAWN AREAS TO BE HYDROMULCHED SHALL HAVE ONE HUNDRED PERCENT (100%) COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
BC	<i>Taxodium distichum</i>	Bald Cypress	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CE	<i>Ulmus crassifolia</i>	Cedar Elm	15	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
CO	<i>Quercus muehlenbergii</i>	Chinkapin Oak	7	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
DW	<i>Chilopsis linearis</i>	Desert Willow	1	30 gal.	container grown, 3-5 trunk, 8' ht. min., 4' spread min.
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	37	6' ht.	B&B or container grown, full to base, 3' spread
LO	<i>Quercus virginiana</i>	Live Oak	11	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUND COVER					
AG	<i>Agave ovatifolia</i>	Whale's Tongue Agave	18	5 gal.	container full
DCM	<i>Lagerstroemia 'Gamad I'</i>	Dwarf Crepe Myrtle Cherry Dazzle	67	5 gal.	container full, 20" spread, 36" o.c.
GM	<i>Muhlenbergia capillaris</i>	Gulf Muhly	100	5 gal.	container full, 36" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	1540	1 gal.	container full, 24" o.c.
RY	<i>Hesperaloe parvifolia</i>	Red Yucca	73	5 gal.	container full, 30" o.c.
SG	<i>Salvia greggii 'Red'</i>	Salvia Greggii 'Red'	97	5 gal.	container full, 20" spread 24" o.c.
TS	<i>Leucophyllum frutescens 'Green Cloud'</i> <i>Cynodon dactylon</i>	Texas Sage 'Green Cloud' Common Bermudagrass	79	5 gal.	container full, 20" spread, 24" o.c. refer to notes
MISCELLANEOUS					
G-1		Tejas Black Gravel			
G-2		Colorado' River Rock			
G-3		White Gravel			

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

BELLE FIRMA

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- Suite 501
- Dallas, Texas 75205
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SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs and grasses)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z90.1) - plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.

B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.

B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.

B. Personnel: Employ only experienced personnel who are familiar with the project. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material: 1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.

4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day approved moisture retaining material if not planted within 24 hours of delivery.

3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.

5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallisgrass or Nutgrass shall be rejected.

2. Physical properties as follows:
a. Clay - between 7-27 percent
b. Silt - between 15-25 percent
c. Sand - less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Commercial Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

F. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

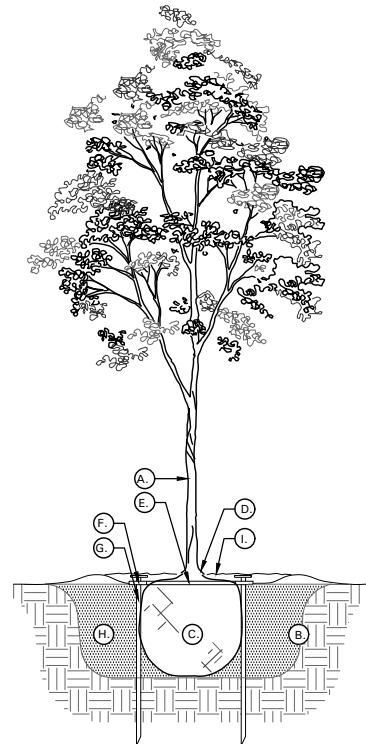
A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by the J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.

B. Staking Material for Shade Trees: refer to details.

C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

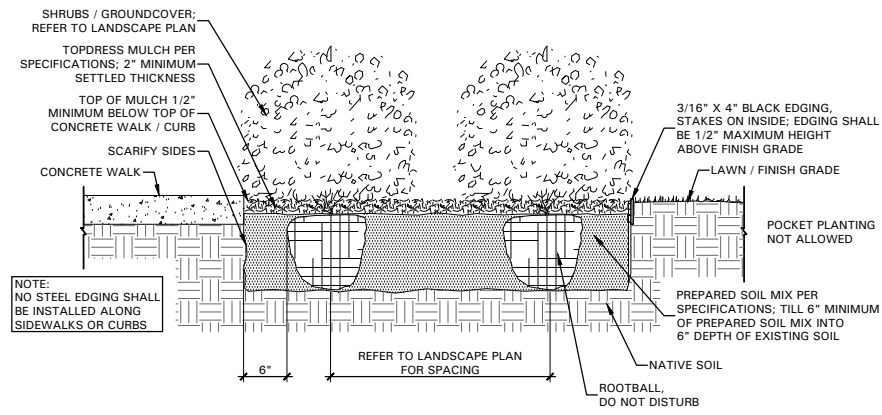
D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.



TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL: REMOVE TOP 1/3 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL. TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.
- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2" INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED BELOW GROUND STAKE SHOULD NOT BE VISIBLE.
- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 676-6143 jeff@treestakesolutions.com www.treestakesolutions.com OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.
- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



01 TREE PLANTING DETAIL NOT TO SCALE

02 SHRUB / GROUND COVER DETAIL NOT TO SCALE



4245 North Central Expwy
Suite 501
Dallas, Texas 75205
214.865.7192 office

△	SUBMISSION	DATE

Project Number _____
Drawn _____ APL
Checked _____ KAH
Approved _____ KAH

LANDSCAPE SPECIFICATIONS AND DETAILS

SHEET 12.03

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Bluebonnet Realty, LLC
Keller, TX United States

Certificate Number:
2019-547765

Date Filed:
10/03/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SUP 2019-11
Northstar Detention Maintenance Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Amie Abbott, and my date of birth is 4/4/1983.

My address is 2826 Voltaire Way, Keller, TX, 76248, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 3rd day of 10, 2019.
(month) (year)

A. Abbott
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 SUP 2019-11
 Northstar Detention Maintenance Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Amir Abou Talebi, and my date of birth is 4/4/1983.

My address is 2826 Volterra Way, Keller, TX, 76248, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 3rd day of 10, 2019.
(month) (year)

Amir Abou Talebi
 Signature of authorized agent of contracting business entity
 (Declarant)