

**DETENTION/RETENTION STORAGE FACILITY
MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **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 28th, 2023 by the City Council of the City of North Richland Hills, Tarrant County, Texas (the "**City**"), **HAT CREEK DEVELOPMENT**. (hereinafter referred to as "**HCD**") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **SHADY GROVE ADDITION** requires construction on the property of a facility to provide storm water detention/retention facilities (hereinafter referred to as "Detention/Retention Facilities") for the development of **SHADY GROVE ADDITION** to facilitate effective stormwater flow and minimize potential flooding of downstream property; and

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

NOW, THEREFORE, **HCD** 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 Facilities 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 S.U.P Pond Exhibit 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 **HCD** based on the following minimum 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 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.
- g) Installation, operation and maintenance of aeration and recirculation systems (including power cost and replacement cost). In the event of aeration failure, the system shall be repaired within 24 hours of failure.
- h) In the event of stagnant water, drain the ponds to prevent pest and odor problems.

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. If HCD transfers any or part of its interests in the **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 HCD 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 HCD obligations under this Agreement, regardless of lot size. Should **HCD**, 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 **HCD**, 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 **HCD**, 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 **HCD**, 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, **HCD's** successors and assigns and shall be a covenant running with the land. In the event of any assignment or transfer of interest by **HCD** of any of its duties or obligations under this Agreement, **HCD** 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 **HCD'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 ____ 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
S.U.P POND EXHIBIT