

## CORRECTED DETENTION/RETENTION STORAGE FACILITY MAINTENANCE AGREEMENT

The purpose of this agreement is to amend and correct that certain Detention/Retention Storage Facility Maintenance Agreement dated March 6, 2019 and recorded as Instrument # D219043727 in the Real Property Records of Tarrant County, Texas. By mistake, that agreement did not contain the date of approval of the subject plat and the Exhibit setting forth the required landscaping was not included with the agreement. This agreement is made to correct the aforementioned errors, is effective immediately, and hereby supersedes the previously filed Instrument # D219043727.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **DIAMOND PARK ESTATES, LOTS 1-18 BLOCK 1** (hereinafter referred to as "**DIAMOND PARK ESTATES**") approved on AUGUST 12, 2019 by the City Council of the City of North Richland Hills, Tarrant County, Texas, **BENCHMARK AMERICAN HOMES** ("OWNER") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **DIAMOND PARK ESTATES** 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 **DIAMOND PARK ESTATES** 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. Any necessary dredging or silt removal from the basin including inlet and outlet structures.
  - f. Any "specialty" items not covered by any other party.
  - g. 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 **DIAMOND PARK ESTATES** 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 25 day of July 2019.

By: [Signature]

Printed Name: Wagih Farag

Title: owner

STATE OF TEXAS §

§

COUNTY OF TARRANT §

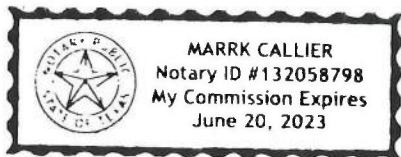
BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Wagih Farag known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 25<sup>th</sup> day of July, 2019.

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

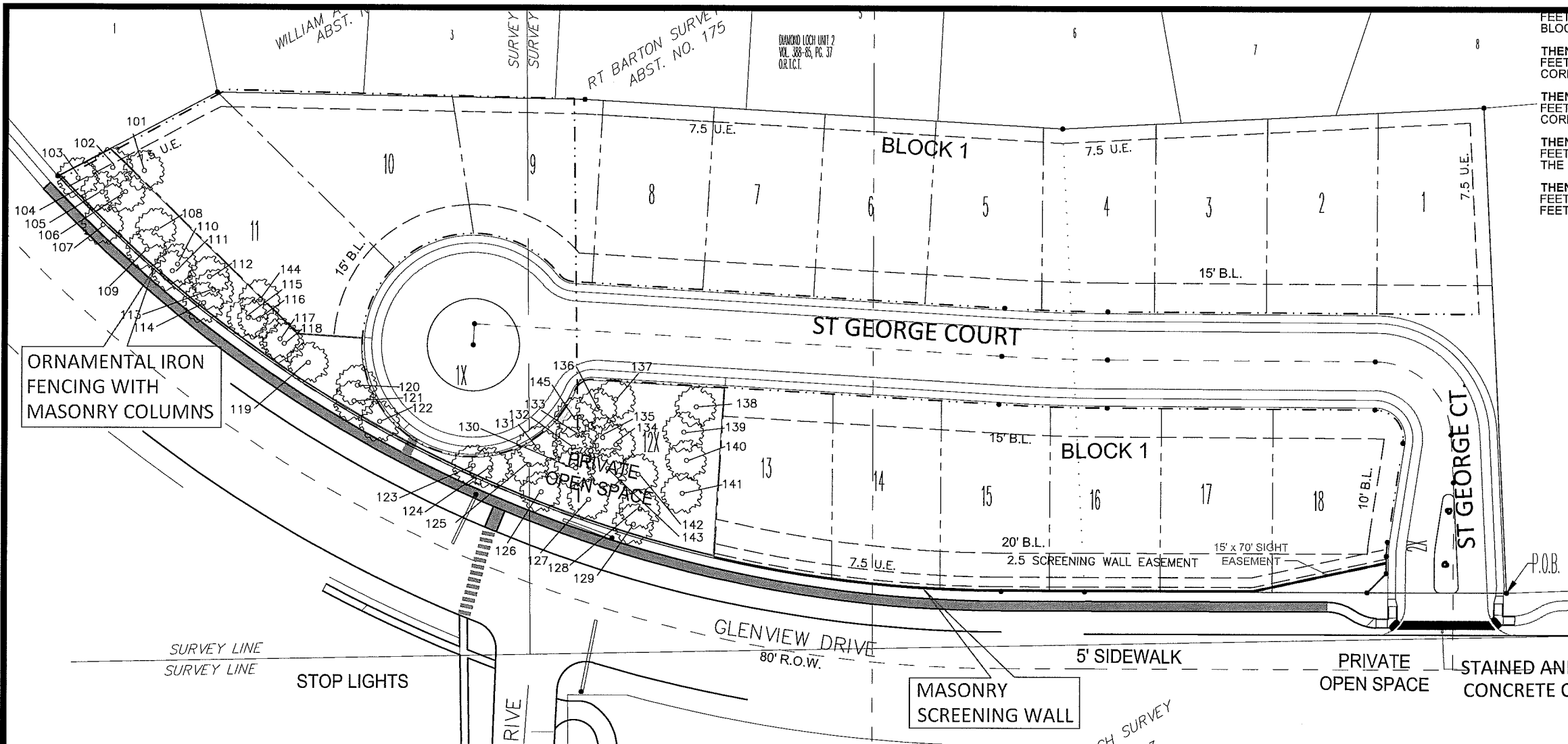
Mark Callier  
Type or Print Notary's Name

My Commission Expires: June 20, 2023



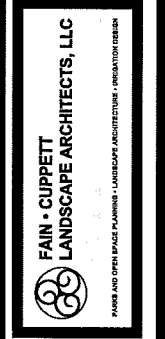
**Exhibit “A”**  
**Detention/Retention Facility**  
**Landscaping Plan**

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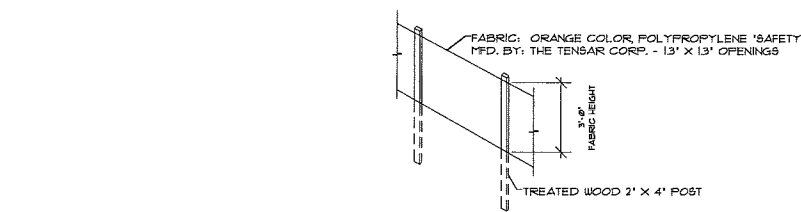


TREE SURVEY			
FEET BLOC	DBH	Species	Status
101	6	HACKBERRY	PRESERVE
102	6	HACKBERRY	PRESERVE
103	20	OAK	PRESERVE
104	6	HACKBERRY	PRESERVE
105	20	OAK	PRESERVE
106	6	OAK	PRESERVE
107	8	HACKBERRY	PRESERVE
108	20	OAK	PRESERVE
109	10	OAK	PRESERVE
110	20	OAK	PRESERVE
111	6	HACKBERRY	PRESERVE
112	12	OAK	PRESERVE
113	6	HACKBERRY	PRESERVE
114	8	HACKBERRY	PRESERVE
115	12	OAK	PRESERVE
116	8	HACKBERRY	PRESERVE
117	20	HACKBERRY	PRESERVE
118	20	HACKBERRY	PRESERVE
119	12	OAK	PRESERVE
120	8	OAK	PRESERVE
121	26	HACKBERRY	PRESERVE
122	8	HACKBERRY	PRESERVE
123	8	HACKBERRY	PRESERVE
124	8	HACKBERRY	PRESERVE
125	6	HACKBERRY	PRESERVE
126	6	HACKBERRY	PRESERVE
127	8	HACKBERRY	PRESERVE
128	6	HACKBERRY	PRESERVE
129	6	HACKBERRY	PRESERVE
130	12	HACKBERRY	PRESERVE
131	6	HACKBERRY	PRESERVE
132	6	HACKBERRY	PRESERVE
133	6	HACKBERRY	PRESERVE
134	6	HACKBERRY	PRESERVE
135	6	HACKBERRY	PRESERVE
136	6	HACKBERRY	PRESERVE
137	6	HACKBERRY	PRESERVE
138	12	HACKBERRY	PRESERVE
139	6	HACKBERRY	PRESERVE
140	6	HACKBERRY	PRESERVE
141	6	HACKBERRY	PRESERVE
142	6	HACKBERRY	PRESERVE
143	6	HACKBERRY	PRESERVE
144	8	HACKBERRY	PRESERVE
145	6	HACKBERRY	PRESERVE

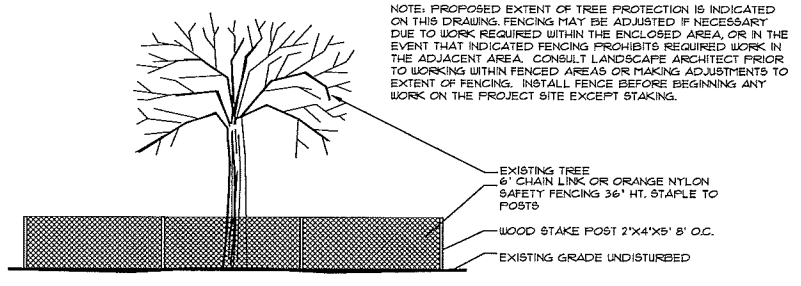
Date FEB 2, 2018  
 Drawn By GAC  
 Checked By JRF  
 Revisions



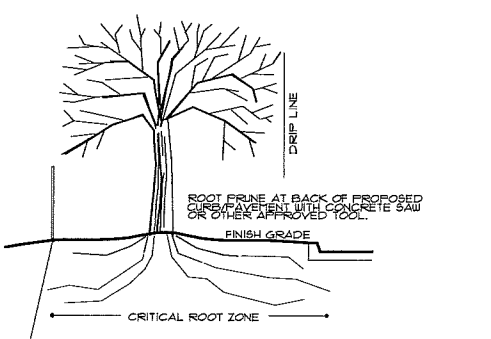
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF THE TEXAS LANDSCAPE ARCHITECTURE BOARD. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECTURE BOARD'S PERMISSION.



NOTE: PROPOSED EXTENT OF TREE PROTECTION IS INDICATED ON THIS DRAWING. FENCING MAY BE ADJUSTED IF NECESSARY DUE TO WORK REQUIRED WITHIN THE ENCLOSED AREA, OR IN THE EVENT THAT INDICATED FENCING PROHIBITS REQUIRED WORK IN THE ADJACENT AREA. CONSULT LANDSCAPE ARCHITECT PRIOR TO WORKING WITHIN FENCED AREAS OR MAKING ADJUSTMENTS TO EXTENT OF FENCING. INSTALL FENCE BEFORE BEGINNING ANY WORK ON THE PROJECT SITE EXCEPT STAKING.

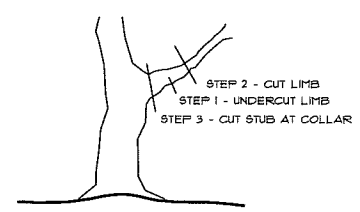


**TREE PROTECTIVE FENCING**  
 SCALE: NONE

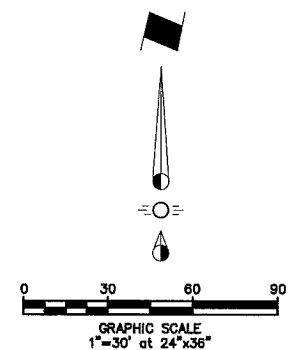


INSTALL 6 FT ORANGE VINYL PROTECTIVE FENCE AT DRIP LINE UNLESS APPROVED BY CITY AGENCIES.  
 DO NOT PARK OR DRIVE VEHICLES OR CONSTRUCTION EQUIPMENT BENEATH DRIP LINE.  
 DO NOT MODIFY GRADE BENEATH DRIP LINE UNLESS APPROVED BY CITY AGENCIES.  
 DO NOT WASH OUT CONCRETE TRUCKS OR STORE ANY CONSTRUCTION MATERIALS BENEATH DRIP LINE.

**TREE PROTECTION FENCING/PRUNING**  
 SCALE: NONE



**TREE PRUNING**  
 SCALE: NONE



OWNER / DEVELOPER  
 BENCHMARK AMERICAN HOMES LLC  
 BENCHMARK AMERICAN HOMES, LLC  
 9001 GLENDARA DRIVE  
 NRH, TX 7182  
 TEL.: (817) 875-8631

**ZONING EXHIBIT**  
**DIAMOND PARK ESTATES**  
 EXIST. ZONING "LR LOCAL RETAIL"  
 PROP. ZONING "RI-PD RESIDENTIAL INFILL PLANNED DEVELOPMENT"  
 LOTS 1-2 BLOCK 1, LOTS 1-11, 12X & 13-18  
 BLOCK 1  
 AND 1X & 2X BLOCK 100  
 BEING 3.535 ACRES OF LAND  
 17 RESIDENTIAL LOTS &  
 2 PRIVATE OPEN SPACE LOT  
 IN THE WILLIAMS TRIMBLE SURVEY  
 ABSTRACT NO. 1520 AND  
 R.P. BARTON SURVEY ABSTRACT NO. 175  
 AN ADDITION TO THE CITY OF NORTH RICHLAND HILLS,  
 TARRANT COUNTY, TEXAS.

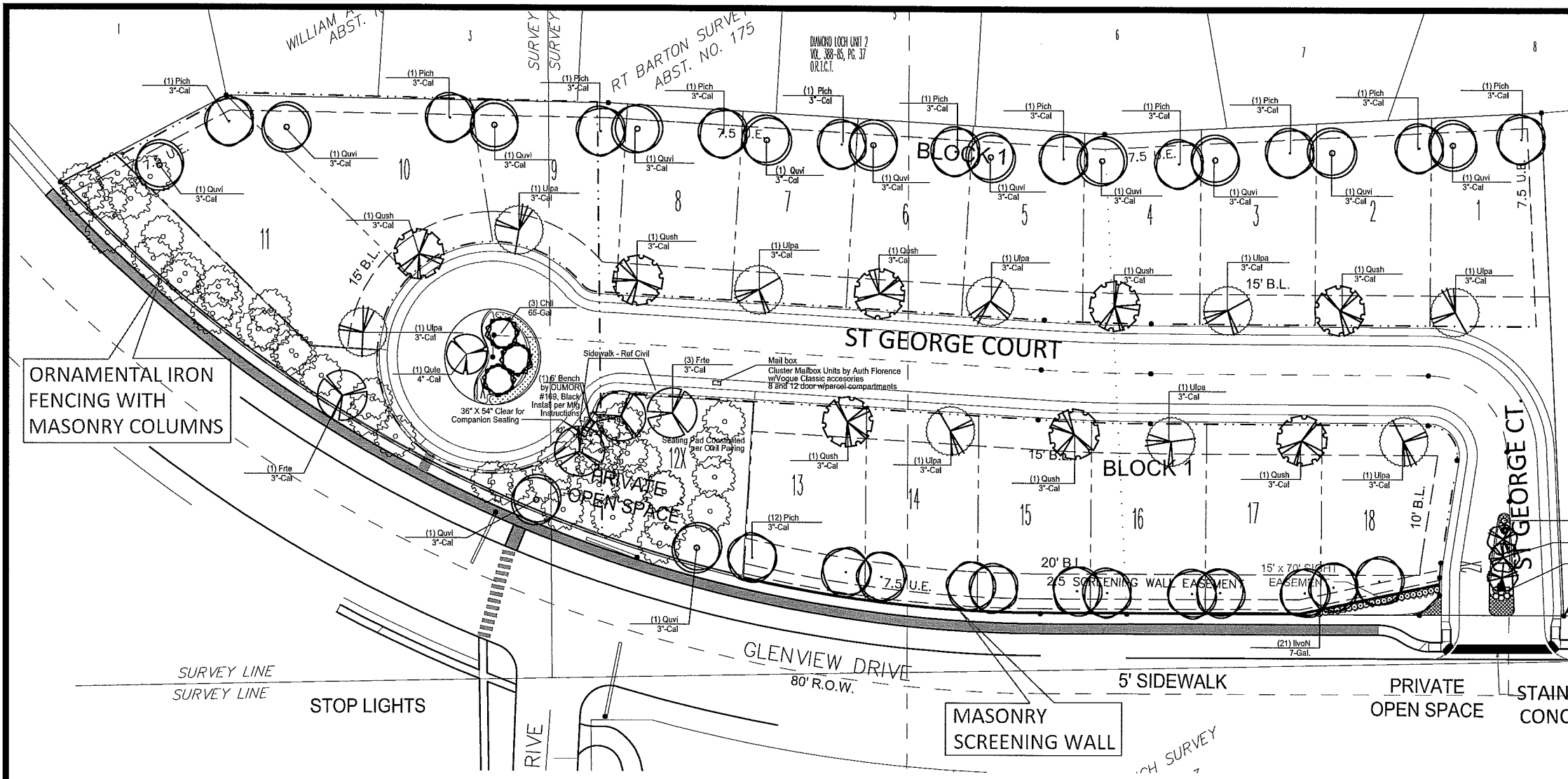
PREPARED OCTOBER 2017  
**ZC 2017-11**  
**EXISTING TREES**

**DIAMOND PARK ESTATES**  
 GLENVIEW DRIVE  
 NORTH RICHLAND HILLS, TEXAS

Sheet No.

L-1

C. DFI, GROUP, LLC 2017. ALL RIGHTS RESERVED. THE LANDSCAPE ARCHITECTURE DESIGN, DETAIL AND IRRIGATION DRAWINGS FOR THIS PROJECT AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF C. DFI, GROUP, LLC. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY C. DFI, GROUP, LLC.



- PLANTING NOTES:**
1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
  2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
  3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
  4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
  5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
  6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
  7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
  8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
  9. SEE DETAIL SHEET FOLLOWING CURB PLANTING DETAILS.
  10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
  11. IF EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE AS DIRECTED BY OWNER'S REPRESENTATIVE. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
  12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
  13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
  14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURER'S INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
  15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE. IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON, PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
  16. PRIOR TO TREE PLANTING THE CONTRACTOR SHALL STAKE ALL TREE LOCATIONS FOR THE OWNER'S APPROVAL.

Date FEB 2, 2018  
 Drawn By GAC  
 Checked By JRF  
 Revisions



THE STATE OF TEXAS, LANDSCAPE ARCHITECTURE ACT, CHAPTER 1003, SUBCHAPTER A, SECTION 1003.003. A LICENSEE IN LANDSCAPE ARCHITECTURE SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS ELECTRONIC DRAWING FILE EXCEPT TO THE EXTENT THAT THE LICENSEE HAS BEEN ADVISED BY THE ARCHITECTURE BOARD OF THE STATE OF TEXAS THAT THE DRAWING FILE IS NOT THE ORIGINAL DRAWING FILE. THE ARCHITECTURE BOARD OF THE STATE OF TEXAS HAS REVIEWED THIS DRAWING FILE AND HAS DETERMINED THAT IT IS THE ORIGINAL DRAWING FILE. THE ARCHITECTURE BOARD OF THE STATE OF TEXAS HAS REVIEWED THIS DRAWING FILE AND HAS DETERMINED THAT IT IS THE ORIGINAL DRAWING FILE.

**CITY OF NORTH RICHLAND HILLS LANDSCAPE REQUIREMENTS**  
 -SINGLE FAMILY RESIDENTIAL DISTRICT-

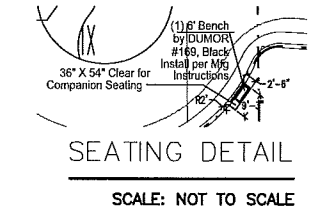
RESIDENTIAL LOTS	3 TREES PER LOT (1 TREE MIN. TO BE IN FRONT)	
	REQUIRED	PROVIDED
	3 TREES	3 TREES

**CAUTION!!!**  
 UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.  
 TEXAS EXCAVATION SAFETY SYSTEM (TESS)  
 1-800-344-8377  
 TEXAS ONE CALL SYSTEMS  
 1-800-245-4545  
 LONE STAR NOTIFICATION CENTER  
 1-800-669-8344 EXT. 5

BEFORE YOU DIG...

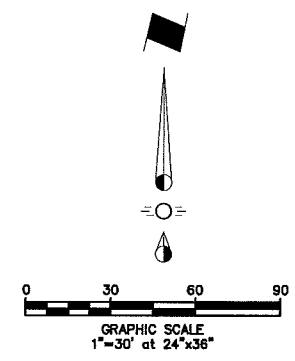
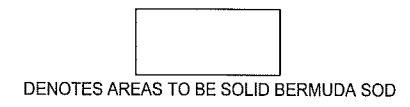
**PLANT LIST**

Symbol	Quantity	Code Name	Scientific Name	Common Name	Planting Size	Comments
(Symbol)	9	Ulpa	Ulmus parvifolia	Lacebark elm	3"-Cal	
(Symbol)	8	Qush	Quercus shumardii	Shumard oak	3"-Cal	
(Symbol)	13	Quvi	Quercus virginiana	Southern live oak	3"-Cal	
(Symbol)	23	Pich	Pistacia chinensis	Chinese pistache	3"-Cal	
(Symbol)	3	Lainna	Lagerstroemia indica 'Natchez'	Crape myrtle 'Natchez'	45-Gal	
(Symbol)	21	IlvoN	Ilex vomitoria 'Nana'	Dwarf yaupon	7-Gal.	
(Symbol)	9	Rokn	Rosa 'Knock Out'	'Knock Out' Rose	3-Gal	
(Symbol)	1	Qute	Quercus texana	Texas red oak	4"-Cal	
(Symbol)	3	Chli	Chilopsis linearis	Desert willow	65-Gal	
(Symbol)	4	Frte	Fraxinus texensis	Texas ash	3"-Cal	
(Symbol)			Existing tree			



**NOTE:**  
 NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. INSTALL SOD TO ESTABLISH TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.



OWNER / DEVELOPER  
 BENCHMARK AMERICAN HOMES LLC  
 BENCHMARK AMERICAN HOMES, LLC  
 9001 GLENDARA DRIVE  
 NRH, TX, 7182  
 TEL.: (817) 875-8631

**ZONING EXHIBIT**

**DIAMOND PARK ESTATES**  
 EXIST. ZONING "LR LOCAL RETAIL"  
 PROP. ZONING "RI-PD RESIDENTIAL INFILL PLANNED DEVELOPMENT"  
 LOTS 1-2 BLOCK 1, LOTS 1-11, 12X & 13-18 BLOCK 1  
 AND 1X & 2X BLOCK 100

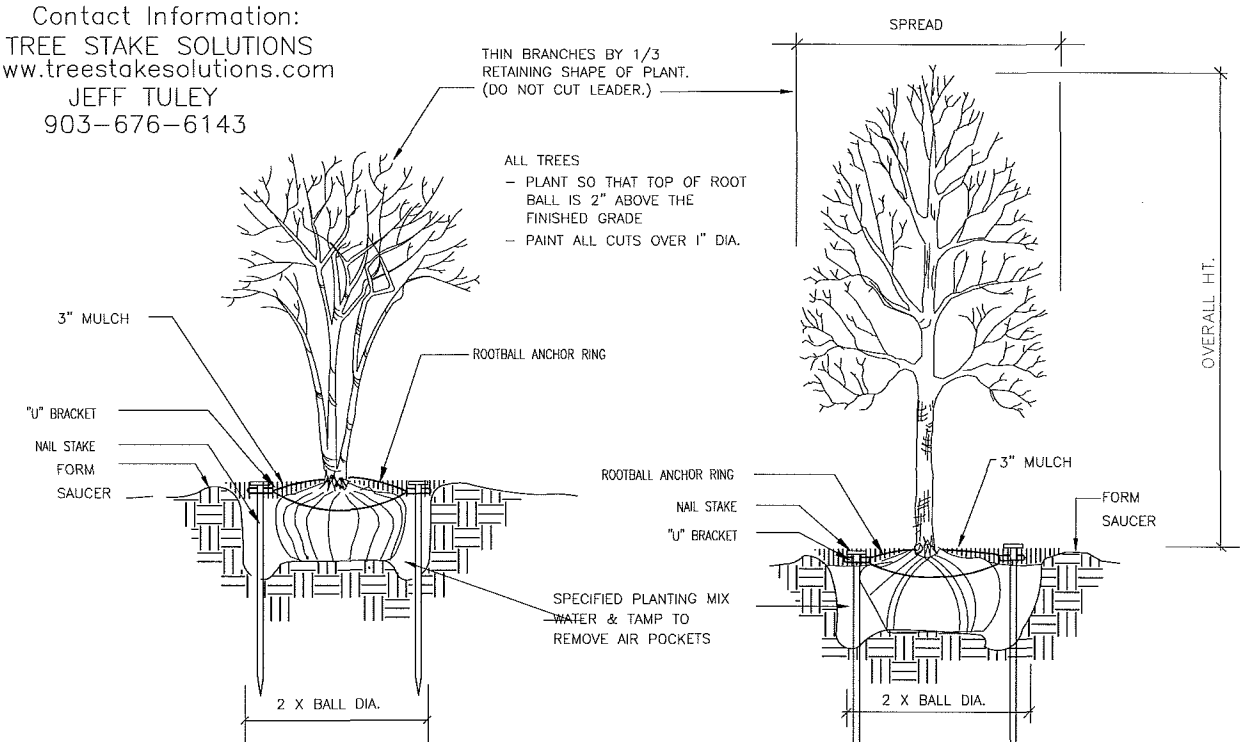
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**ZC 2017-11**  
**CONCEPTUAL LANDSCAPE PLAN**

DIAMOND PARK ESTATES  
 GLENVIEW DRIVE  
 NORTH RICHLAND HILLS, TEXAS

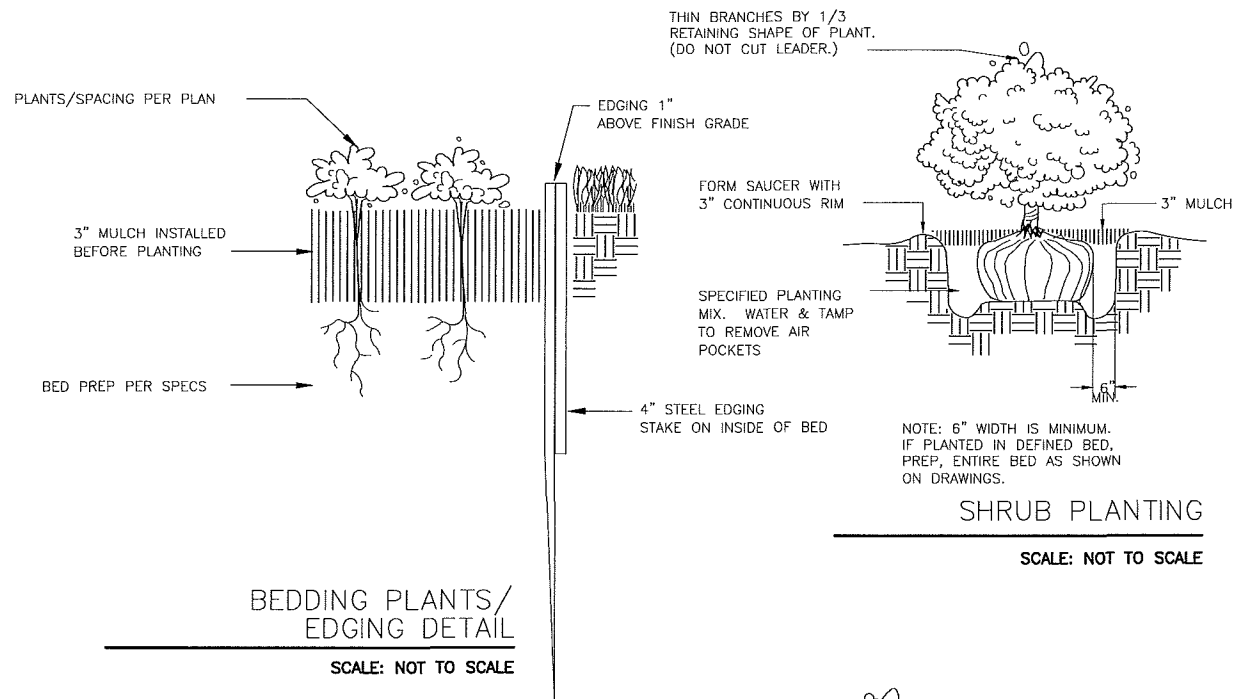
Sheet No.  
**L-2**

Contact Information:  
 TREE STAKE SOLUTIONS  
 www.treestakesolutions.com  
 JEFF TULEY  
 903-676-6143



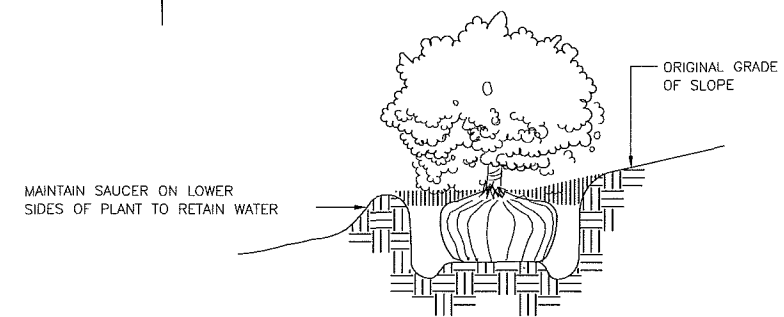
STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER  
 SCALE: NOT TO SCALE

TREE PLANTING - GUY WIRES OVER 2" CALIPER  
 SCALE: NOT TO SCALE

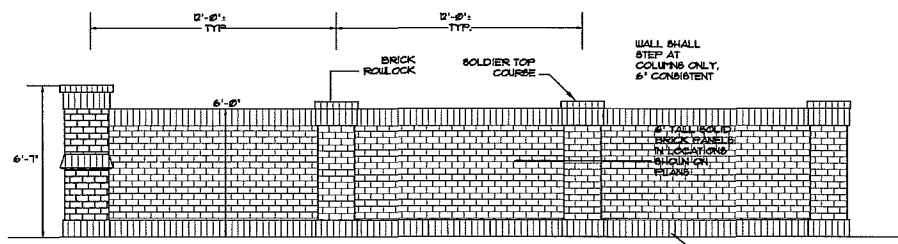


BEDDING PLANTS/ EDGING DETAIL  
 SCALE: NOT TO SCALE

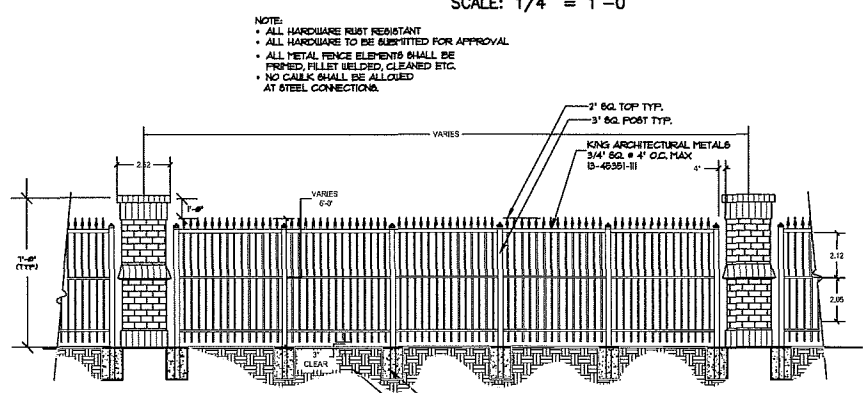
SHRUB PLANTING  
 SCALE: NOT TO SCALE



TREE/SHRUB PLANTING ON SLOPES  
 SCALE: NOT TO SCALE

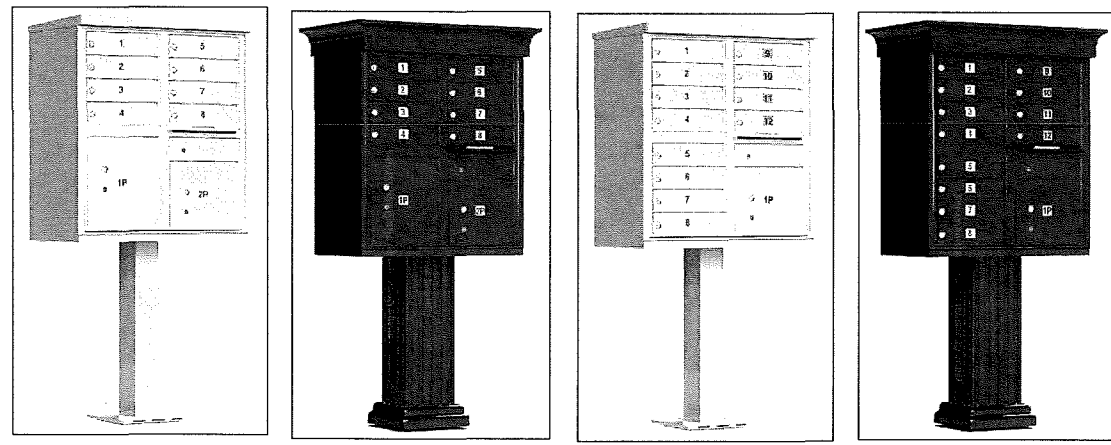


TYPICAL WALL ELEVATION  
 SCALE: 1/4" = 1'-0"



TYPICAL COLUMN/FENCE ELEVATION  
 SCALE: 1/4" = 1'-0"

<https://www.mailboxworks.com/product/florence-8-door-cbu-mailbox-cluster-box-unit/>  
<https://www.mailboxworks.com/product/florence-12-door-cbu-mailbox-cluster-box-unit/>



Vogue Classic CBU Accessories  
 The Vogue 8 door CBU mailbox classic accessories kit is the perfect way to enhance your cluster mailbox units by Auth Florence Manufacturing. Economical and easy to install, these CBU mailbox accessories include an aluminum pillar, base and cap. Ideal for use on CBU residential, industrial, and Commercial Mailboxes.

Vogue Classic Mailbox Accessories  
 Order Auth Florence 12 door CBU classic mailbox accessories for replacement purposes or for new build neighborhoods and set your centralized mail delivery center apart from the rest. The clean lines on the crown moulding roof cap, reinforced column cover and mailbox pedestal base put the finishing touches on the world's most secure and trusted Commercial Mailboxes by Auth Florence.

CLUSTER MAILBOXES W/  
 DECORATIVE ACCESORIES

SCALE: NOT TO SCALE

OWNER / DEVELOPER  
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PREPARED OCTOBER 2017  
 ZC 2017-11  
**LANDSCAPE DETAILS**

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**SECTION 02830**

**TREES, SHRUBS, AND GROUNDCOVERS**

**PART I GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Scope
  1. Bed prep
  2. Metal edging
  3. Topsoil
  4. Planting
  5. Mulching
  6. Guarantee
- B. Related Work Specified Elsewhere
  1. General Requirements – All locations
  2. Section 02740 – Irrigation Trenching
  3. Section 02750 – Irrigation
  4. Section 02800 - Lawns

**1.02 QUALITY ASSURANCE**

- A. Contractor Qualifications
 

Minimum of three (3) years experience on projects of similar characteristics and size.
- B. Reference Standards:
  1. American Joint Committee Of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942;
  2. American Association Of Nurserymen: American Standard For Nursery Stock, 1973
- C. Substitutions
  1. Substitutions accepted only upon written approval of Landscape Architect and Owner.
  2. Submit substitutions possessing same characteristics as indicated on plans and specifications.
- D. Inspection and Testing
  1. The project Owner's representative reserves the right to inspect and tag plants at the place of growth with the Contractor.
  2. Inspection at place of growth does not preclude the right of rejection due to improper digging or handling.
  3. Owner's representative reserves the right to request soil samples and analysis of soil and plant mix. Remove or correct unacceptable soil. Cost of testing by Contractor.

**1.03 SUBMITTALS**

- A. Certificates
  1. Submit State and Federal certificates of inspection with invoice. (Only if required by Landscape Architect.)
  2. File certificates with Owner's representative prior to material acceptance.

**1.04 PRODUCT DELIVERY, STORAGE, & HANDLING**

- A. Preparation of Delivery
  1. Balled & Burlaped (B&B) Plants
    - a. Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after replanting.
    - b. Ball with firm, natural ball of soil, wrapped tightly with burlap covering entire ball.
    - c. Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.
  2. Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.
  3. Securely cover plant tops with ventilated tarpaulin or canvas to minimize wind-whipping and drying in transit.
  4. Pack and ventilate to prevent sweating of plants during transit. Give special attention to insure prompt delivery and careful handling to point of delivery at job site.
- B. Delivery
  1. Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in original, unopened containers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.
  2. Deliver plants with legible identification and size labels on example plants.
  3. Protect during delivery to prevent damage to root ball or desiccation of leaves.
  4. Notify Owner's representative of delivery schedule in advance so plant material may be inspected upon arrival at job site.
  5. Deliver plants to job site only when areas are prepared.
- C. Storage
  1. Protect roots of plant material from drying or other possible injury with wetted mulch or other acceptable material.
  2. Protect from weather.
  3. Maintain and protect plant material not to be planted immediately upon delivery.
- D. Handling
  1. Do not drop plants.
  2. Do not damage ball, trunk, or crown.
  3. Lift and handle plants from bottom of container or ball.

**1.05 JOB CONDITIONS**

- A. Planting Season Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.
- B. Protection Before excavations are made, take precautionary measures to protect areas trucked over and where soil is temporarily stacked.

**1.06 GUARANTEE**

- A. Guarantee new plant material for one year after acceptance of final installation (ie. Final Acceptance of project).
- B. Make replacement (one per plant) during one year guarantee period at appropriate season with original plant type, size and planting mixture.
- C. Repair damage to other plants, lawns, & irrigation caused during plant replacement at no cost to Owner.
- D. Use only plant replacements of indicated size and species.

**PART II PRODUCTS**

**2.01 MATERIALS**

- A. Plant Materials
    1. Hardy under climatic conditions similar to locality of project.
    2. True to botanical and common name variety.
    3. Sound, healthy, vigorous, well branched, and densely foliated when in leaf; with healthy well-developed root system.
    4. Free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, disfigurement, or abrasions.
    5. Conform to measurements after pruning with branches in normal positions.
    6. Conform to American Association of Nurserymen standards unless shown differently on plant list.
    7. Trees:
      - a. Single, straight trunks, unless indicated otherwise
      - b. Trees with weak, thin trunks not capable of support will not be accepted.
      - c. All multi-stem trees are to have a minimum of three stems, similar in size and shape, with a spread of approximately 2/3 of the height. All yaupons to be female. Crape myrtle color selection by Landscape Architect.
    8. Nursery grown stock only.
    9. Subject to approval of Landscape Architect.
    10. Seasonal color:
      - a. Annuals in 4" pots or as specified
      - b. Perennials in 4" pots, clumps, bulbs as specified
  - B. Topsoil
    1. Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which produce heavy growth of crops, grass, or other vegetation.
    2. Free of subsoil, brush, organic litter, objectionable weeds, clods, shale, stones ¾" diameter or larger, stumps, roots or other material harmful to grading, planting, plant growth, or maintenance operations.
    3. Presence of vegetative parts of Bermuda grass (Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil.
    4. Test topsoil (cost by Contractor):
      - a. Available nitrogen
      - b. Available phosphorus
      - c. Available potash
      - d. Iron
      - e. Ph: 5.5 to 7.0
      - f. Decomposed organic matter: 6-10%
  - C. Mulch
    1. Top Dressing Mulch – Shredded cypress or hard wood only
    2. Mulch for soil prep – Shredded pine bark
    3. In pre-packaged bags only; bulk shredded material is unacceptable
  - D. Peat Moss Commercially available baled peat moss or approved equivalent.
  - E. Staking Material
    1. Stakes for tree support:
      - a. Construction grade yellow pine, stain brown
      - b. Size as noted on plans
    2. Wires:
      - a. Padded with rubber hose to protect tree
      - b. Galvanized
      - c. With galvanized turnbuckle
      - d. Evenly tighten turnbuckles with plant in vertical position.
  - F. Water
  - G. Sand – Washed builders sand
  - H. Antidesicant – "Wilt-proof" or equal.
  - I. Edging – 3/16" X 4" green, new and unused, with stakes.
- 2.02 MIXES**
- D. Planting Mixture
    1. Existing topsoil – 50%
    2. Shredded pine bark – 50%
    3. Fertilizer 10-20-10 at 30 lb/1000 SF
  - E. Planting Mix for Annuals/Perennials
    1. Prepare above mix
    2. Add 2" of sand
  - F. Azalea mix: solid peat moss in hole 9" wider than root ball each direction. Plant in solid peat moss and provide mound at base of plant to allow for drainage.
  - G. Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

**PART III - EXECUTION**

- 3.01 UTILITIES - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.
- 3.02 INSPECTION
  - A. Inspect plants for injury and insect infestation; prune prior to installation.
  - B. Inspect site to verify suitable job conditions.
- 3.03 FIELD MEASUREMENTS
  - A. Location of all trees and shrubs to staked in the field and approved by Owner's representative prior to installation.
  - B. Location of all groundcover and seeding limits as shown on plans.
- 3.04 EXCAVATION FOR PLANTING
  - A. Pits
    1. Shape - Vertical hand scarified sides and flat bottom.
    2. Size for trees – 2 feet wider or twice the root ball, whichever is greater.
    3. Size for shrubs – Size of planting bed as shown on drawings.
    4. Rototill soil mix thoroughly, full depth.
    5. NOTE: If beds are proposed beneath drip line of existing tree canopy, pocket prep plants. Do not roto-till beneath existing trees.
  - B. Obstructions Below Ground
    1. Remove rock or underground obstructions to depth necessary to permit planting.
    2. If underground obstructions cannot be removed, notify Owner's representative for instruction.
  - C. Excess Soil Disperse of unacceptable or excess soil away from the project site at Contractor's expense.
- 3.05 PLANTING
  - A. General
    1. Set plants 2" above existing grade to allow for settling.
    2. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around ball.
    3. Apply soil in accordance with standard industry practice for the region.
    4. Thoroughly settle by water jetting and tamping soil in 6" lifts.
    5. Prepare 3" dish outside root ball after planting.
    6. Thoroughly water all beds and plants.
    7. Stake trees and large shrubs as indicated on plans.
    8. Apply anti-desiccant according to manufacturer's instructions.
    9. Apply commercially manufactured root stimulator as directed by printed instruction.
    10. Plant and fertilize bedding plants per trade standards.
    11. Apply 3" mulch top dressing.
  - B. Balled Plants
    1. Place in pit of planting mixture that has been hand tamped prior to placing plant.
    2. Place with burlap intact to ground line. Top of ball to be 2" above surrounding soil to allow for settling.
    3. Remove binding at top of ball and lay top of burlap back 6".
    4. Do not pull wrapping from under ball, but cut all binding cord.
    5. Do not plant if ball is cracked or broken before or during planting process or if stem or trunk is loose.
    6. Backfill with planting mixture in 6" lifts.
  - C. Container Grown Plants
    1. Place in pit on planting mixture that has been hand tamped prior to placing plant.
    2. Cut cans on two sides with an acceptable can cutter, and remove root ball from can. Do not injure root ball.
    3. Carefully remove plants without injury or damage to root balls.
    4. Backfill with planting mixture in 6" lifts.
  - D. Mulching
    1. Cover planting bed evenly with 3" of mulch.
    2. Water immediately after mulching.
    3. Where mulch has settled, add additional mulch to regain 3" thickness.
    4. Hose down planting area with fine spray to wash leaves of plants.
  - E. Pruning
    1. Prune minimum necessary to remove injured twigs and branches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect; do not cut leaders or other major branches of plant unless directed by landscape architect.
    2. Make cuts flush, leaving no stubs.
    3. Paint cuts over 1" diameter with approved tree wound paint.
    4. Do not prune evergreens except to remove injured branches.

**3.07 CLEAN-UP**

- A. Sweep and wash all paved surfaces.
- Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.
- 3.08 MAINTENANCE
  - A. Contractor responsible for routine, and regular maintenance of site until Final Acceptance is awarded by Owner. Work includes:
    1. Weeding (weekly)
    2. Watering (as required)
    3. Pruning
    4. Spraying
    5. Fertilizing
    6. Mulching
    7. Mowing (weekly)
  - B. Provide Owner and Landscape Architect with preferred maintenance schedule in writing. Schedule shall include the above-listed tasks and shall address all frequencies, rates, times, levels, etc.

**END OF SECTION**

OWNER / DEVELOPER  
 BENCHMARK AMERICAN HOMES LLC  
 BENCHMARK AMERICAN HOMES, LLC  
 9001 GLENARA DRIVE  
 NRH, TX, 7182  
 TEL.: (817) 875-8631

ZONING EXHIBIT

**DIAMOND PARK ESTATES**  
 EXIST. ZONING "LR LOCAL RETAIL"  
 PROP. ZONING "RI-PD RESIDENTIAL INFILL PLANNED DEVELOPMENT"  
 LOTS 1-2 BLOCK 1, LOTS 1-11 , 12X & 13-18  
 BLOCK 1  
 AND 1X & 2X BLOCK 100  
 BEING 3.535 ACRES OF LAND  
 17 RESIDENTIAL LOTS &  
 2 PRIVATE OPEN SPACE LOT  
 IN THE WILLIAMS TRIMBLE SURVEY  
 ABSTRACT NO. 1520 AND  
 R.P. BARTON SURVEY ABSTRACT NO. 175  
 AN ADDITION TO THE CITY OF NORTH RICHLAND HILLS,  
 TARRANT COUNTY, TEXAS.  
 PREPARED OCTOBER 2017  
 ZC 2017-11  
**PLANTING SPECS**

Date FEB 2, 2018  
 Drawn By GAC  
 Checked By JRF  
 Revisions

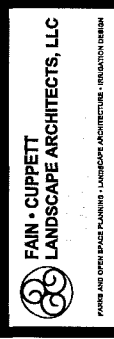


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**DIAMOND PARK ESTATES**  
 GLENVIEW DRIVE  
 NORTH RICHLAND HILLS, TEXAS

Sheet No.  
**L-4**





THIS SEAL IS VALID ONLY IF THE REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT HAS MAINTAINED ALL REQUIREMENTS OF THE TEXAS BOARD OF LANDSCAPE ARCHITECTURE. THIS SEAL IS VOID IF THE REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT HAS BEEN SUSPENDED OR REPEALED FROM PRACTICE. THE REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR THE QUALITY OF THE WORK PERFORMED BY THE REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS EMPLOYED BY THE REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS.

**SECTION 02800**

**FINISH GRADING, LAWN WORK, WILD FLOWERS**

**PART I - GENERAL**

**1.01 DESCRIPTION**

- A. Work includes turf establishment (sod, hydromulch, etc.) as described on drawings.
- B. Make required analysis and material tests for topsoil, fertilizers, and other materials of similar character per current methods of the Association of Official Agricultural Chemists, when required.
- C. Grass seed shall conform to tolerances for germination and purity per applicable standards of U.S. Department of Agriculture.
- D. The turf contractor shall have a stand of grass established prior to substantial completion of the project. If this is not possible due to time of year or schedule, he shall maintain and protect the seeded areas until the grass is established.

**PART II - PRODUCTS**

**2.01 TOPSOIL MATERIAL**

- A. Topsoil material (stockpiled, as specified in Specifications) has been saved for use in finish grading. After sifting all plant growth, rubbish, and stones, use for areas designated to receive grass. If stockpiled topsoil is not sufficient quantity to complete work, furnish acceptable topsoil from another approved source to provide four inches (4") of topsoil for grass areas unless otherwise noted on drawings. Grass areas shall be defined as the graded areas disturbed during construction not to be paved or built upon.
- B. Acceptable topsoil material shall be defined as natural, fertile, agricultural soil, capable of sustaining vigorous plant growth, uniform composition throughout admixture of subsoil, free of stones, lumps, plants, and their roots, sticks, or other extraneous matter; do not deliver while in a frozen or muddy condition.

**2.02 FERTILIZER**

- A. Provide a commercial balanced fertilizer delivered to the job in bags labeled with manufacturer's guaranteed analysis. Store in weatherproof storage, place in such a manner that its effectiveness will not be impaired.
- B. Fertilizer shall be a grade containing the percentages of plant food elements by weight as specified elsewhere in these specifications.
- C. Availability of various elements shall be per Standards of the Association of Official Agricultural Chemists.

**2.03 GRASS SEED**

- A. Grass seed shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (9) months of the time of delivery to the project. When requested by the Owner or Representative, the seeding contractor shall furnish a sample of seed from each bag for testing.
- B. The seed shall comply with all provisions of the U.S. Department of Agriculture as to labeling, purity, and germination.

**2.04 MULCHING**

- A. Dry straw or hay of good quality, free of seeds of competing plants and at such rate of 1 1/2 - 2 tons per acre, or,
- B. Wood cellulose or cane fiber mulch at a rate of 1,000 pounds per acre when the slope is 3/4:1 and steeper; or,
- C. A combination of good quality dry straw or hay free of seeds of competing plants at a rate of 2 1/2 tons per acre and wood cellulose or cane fiber mulch at a rate of 500 pounds per acre. This combination shall be used when the slope is flatter than 3/4:1; or,
- D. Sericea lespedea seed bearing hay at a rate of 3 tons per acre. This mulch may be applied green or air dried, but must contain mature seed.
- E. Manufactured mulch materials, such as soil retention blankets, erosion control netting, or others that may be required on special areas of high water concentration or unstable soils. When these materials are used, follow the manufacturer's recommendations for installation.

**2.05 HYDRO-MULCHING**

Wood cellulose fiber or cane fiber mulch will be applied with hydraulic seeding and fertilizing equipment. All slurry ingredients shall be mixed to form a homogeneous slurry and spray applied within one hour after the mixture is made.

When wood cellulose or cane fiber mulch is used at the 500 pound per acre rate, straw or hay mulch with asphalt emulsion is applied over this to complete the mulch.

Wood cellulose or cane fiber mulch at the 1,000 pound per acre rate is used alone where other mulch material will not stick.

Wood cellulose or cane fiber mulch is self anchoring.

**PART III - EXECUTION**

**3.01 RESPONSIBILITY**

The site grading contractor will be responsible to stockpile acceptable topsoil in a sufficient quantity to provide four inches (4") minimum cover for all grass areas, including but not limited to all curbed islands, and topsoil planting mounds/berms at the appropriate height and width as defined and shown on the landscaping and/or planting drawings. The topsoil and grass areas shall be further defined as any area disturbed during the grading and construction process.

The site grading contractor, shall be responsible to spread the topsoil within all perimeter graded areas and future building areas only.

The site grading contractor shall be responsible for backfilling of all curbed islands and planting mounds/berms. They shall also be responsible for removal of all stones, roots, and raking of all topsoil areas that are to be seeded and/or planted. It will also be the site grading contractor's responsibility to provide fertilizer, grass seed, and any additional topsoil required and mulching.

**3.02 GRASS SEEDING**

- A. Remove stones, roots, rubbish and other deleterious materials from topsoiled areas that are to be seeded.
- B. Immediately prior to sowing seed, scarify ground as necessary; rake until surface is smooth and friable. Sow seed evenly, lightly wood rake into ground, then roll ground with suitable roller; water thoroughly with fine spray. During any weather, keep lawn watered with sprinklers or other approved methods. Re-seed any areas not doing well or damaged. At intervals as may be required according to seasonal conditions, mow and water grass and execute necessary weeding until acceptable and full stand of grass has been obtained.
- C. Provide permanent grass seeding for lawn areas so indicated. Seed in accordance with the following schedule (unless otherwise directed by Owner or Owner's Representative):
  - 1. Sow areas ready for seeding between March 1 and October 1 with Hulled Common Bermuda at a rate of 85 pounds per acre.
  - 2. Sow areas ready for seeding between October 1 and March 1 with Unhulled Common Bermuda at a rate of 90 pounds per acre, and Annual Rye Grass at the rate of 50 pounds per acre.
  - 3. Apply fertilizer at a rate of 20/25 pounds per 1,000 square feet.

**3.03 WILD FLOWERS**

- A. Areas indicated on plans to receive wild flower coverage shall be fine graded, fertilized, and prepared in a manner similar to traditional turf establishment.
- B. Area to be hydromulched with seed mix as follows:
 

Tickseed	10 pounds/acre
Cosmos	15 pounds/acre
Ox-Eyed Daisy	5 pounds/acre
Side Oats Grama	4 pounds/acre
Showy Primrose	0.5 pounds/acre
Plains Coreopsis	2 pounds/acre
Black-Eyed Susan	2 pounds/acre
Indian Blanket	10 pounds/acre
Texas Bluebonnet	4 pounds/acre
Little Bluestem	4 pounds/acre

**3.04 MULCH**

- A. All areas to be seeded shall be mulched.
- B. Mulch materials shall be applied uniformly over the seeded area. Mulch shall be straw and shall be at the rate of 1 1/2 - 2 tons per acre
- C. Mulch shall be anchored with an emulsified asphalt binder at the rate of 10 gallons per 1,000 square feet.

**3.05 PROTECTION**

Provide, at no additional cost to Owner, fencing, railing, wire or other types of protection for topsoiled and seeded areas against trespassing and damage. If lawns are damaged prior to Final Acceptance, treat or replace them as directed. Remove protection when so directed.

**3.06 MAINTENANCE**

Provide maintenance from start of work until Final Acceptance. Maintenance includes watering of lawns, weeding, mowing, edging, repairs of wash-outs and gullies, repairs to protection, and other necessary work of maintenance. Maintain slopes against erosion.

**3.07 REHYDROMULCHING**

The Owner's representative will designate areas to be replanted. Areas on which a stand of growing grass is not present in a reasonable length of time, (Bermuda grass seed should be germinating in 6-8 days) shall be prepared, reseeded and re-mulched, as specified for original planting at no additional cost to Owner. A stand shall be defined as live plants from seed occurring at a rate of not less than 1,000 growing plants per square foot. Replanting required because of faulty operations or negligence on the part of the Contractor shall be performed without cost to Owner.

**3.08 FINAL CLEAN-UP**

- A. At time of final inspection of work, and before final acceptance, clean paved areas that are soiled or stained by operations of work of this section. Clean by sweeping or washing, and remove all defacements or stains.
- B. Remove construction equipment, excess material and tools. Cart away from site any debris resulting from work of this section and dispose of as directed.

**END OF SECTION**

**SECTION 02922**

**SODDING**

**PART I - GENERAL**

**1.01 DESCRIPTION**

- A. Work Included
  - 1. Sod bed preparation
  - 2. Fertilizing
  - 3. Sodding
  - 4. Miscellaneous management practices
- B. Related Work Specified Elsewhere
  - 1. Finish Grading, Section 02800
  - 2. Lawns and Grasses, Section 02930

**1.02 REFERENCE STANDARDS**

- A. Standardized Plant Names
  - American Joint Committee of Horticultural Nomenclature, Second Edition, 1942.
- B. Texas Highway Department - Standard Specifications for Construction, Item 164, Seeding for Erosion Control.

**1.03 SUBMITTALS**

- A. Vendors Certification That Sod Meets Texas State Sod Law
  - 1. Include labeling requirements.
  - 2. Include purity and type.

**1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Sod
  - 1. Previous season's crop with date of analysis on each bag.
  - 2. Furnish and deliver each variety in separate bags or containers.
  - 3. Sod to be cut no more than three days before delivery.
- B. Fertilizer:
  - 1. Unopened bags labeled with the analysis.
  - 2. Conform to Texas Fertilizer Law.

**1.05 JOB CONDITIONS**

- A. Planting Season:
  - 1. Only during suitable weather and soil conditions.
  - 2. As specifically authorized by the Owner's Representative.
- B. Schedule - Only after all other construction is complete.
- C. Protect and Maintain Sodded Areas
  - 1. From traffic and all other use.
  - 2. Until sodding is complete and accepted.

**PART II - PRODUCTS**

**2.01 MATERIALS**

- A. Sod:
  - 1. Sod: As specified on drawings, weed, insect, and disease free having a minimum of 1 inch of topsoil attached to the roots and cut no more than three days prior to installation.
  - 2. The sod shall be cut in strips of at least 1/2 sq. yd. and not more than 1 sq. yd. Sod shall be cut into strips not less than 12" in width or more than 9' in length. At the time of harvest, the top growth shall not exceed 3" in length.
  - 3. All sod shall conform to the laws of the State and shall be obtained from sources meeting the approval of the Department of Agriculture, Division of Entomology.
- B. Fertilizer:
  - 1. Uniform in composition, free flowing.
  - 2. Suitable for application in approved equipment.
  - 3. Analysis of 16-20-0, 16-8-8 or as directed.
- C. Water:
  - 1. Free of oil, acid, alkali, salts or other substances harmful to growth of grasses.

**PART III - EXECUTION**

**3.01 SOD BED PREPARATION**

- A. Cultivate to a depth of four (4") inches by disk and tilling with a power tiller.
- B. Clear surfaces of all materials:
  - 1. Stumps, stones, and other objects larger than one inch (1").
  - 2. Roots, brush, wire, stakes, etc.
  - 3. Any objects that may interfere with sodding or maintenance.
- C. Prepare sod bed:
  - 1. Remove soil clods larger than one inch (1").
  - 2. Grade areas to smooth, even surface, removing ridges and filling depressions. Final grade to be below finish grade of curbing and edging as shown on details. All grades shall meet approval of Owner's Representative before sodding.

**3.02 SODDING**

- A. Sodding:
  - 1. Lightly water prepared grade, lay sod with staggered joints and with edges touching. Topdress with topsoil at edges if necessary to provide smooth surface. On slopes of 2 to 1 and greater, fasten sod in place with wood pegs (two each piece) or other approved method. Sod damaged by storage or during installation shall be rejected. Following setting, topdress with screened, approved topsoil.
  - 2. Water and fertilize at 5 lbs. per 1,000 sq. ft.
  - 3. Sod shall not be placed during a drought, nor during periods when sod is not normally placed in the area, and shall not be placed on frozen ground. No dry or frozen sod is acceptable.
  - 4. The contractor shall keep all sodded areas moist and growing until Final Acceptance. All areas shall be maintained in an acceptable condition until acceptance by Owner.
- B. Rolling:
  - 1. After placing sod, roll with a hand roller, weighing not more than 100 lbs. per foot of width, in two directions.
  - 2. Eliminate all air pockets; finished surface should be free of excessive undulations.

**3.05 MAINTENANCE AND MANAGEMENT**

- A. Includes protection, replanting, maintaining grades, repair of erosion damage. Also includes weekly mowing at 1 1/2" height until final acceptance.
- B. Resodding:
  - 1. Resod damaged or unacceptable areas.
  - 2. Ruts, ridges, and other surface irregularities shall be corrected.

**END OF SECTION**

**ZONING EXHIBIT**

**DIAMOND PARK ESTATES**  
 EXIST. ZONING "LR LOCAL RETAIL"  
 PROP. ZONING "RI-PD RESIDENTIAL INFILL PLANNED DEVELOPMENT"  
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OWNER / DEVELOPER  
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 9001 GLENDA RA DRIVE  
 NRH, TX, 7182  
 TEL.: (817) 875-8631

PREPARED OCTOBER 2017

**ZC 2017-11**  
**TURF SPECS**

**DIAMOND PARK ESTATES**  
 GLENVIEW DRIVE  
 NORTH RICHLAND HILLS, TEXAS