

DETENTION/RETENTION STORAGE FACILITY MAINTENANCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **HOMETOWN CANAL DISTRICT PHASE 5A LOTS 1-6 BLOCK A LOTS 1-34 BLOCK B, LOTS 1-17 BLOCK C AND LOTS 28-48 BLOCK C** (hereinafter referred to as "**CANAL DISTRICT 5A**") approved on _____, 2017 by the City Council of the City of North Richland Hills, Tarrant County, Texas, **HOMETOWN 5 DEVELOPMENT CORP., a Texas corporation** (hereinafter referred to as "**ARCADIA**"), was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **CANAL DISTRICT 5A** 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 **CANAL DISTRICT 5A** to minimize potential flooding of downstream property; and

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

NOW, THEREFORE, **ARCADIA**, 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 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 **ARCADIA** based on a schedule that keeps the areas around such facility maintained in a manner consistent with the requirements of the remaining neighborhood.

- b. The upkeep and replacement of all landscaping as shown on the approved landscape plan included in the SUP.
- c. 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 as soon as possible and within three (3) calendar days of such failure.
- d. Maintain a water surface elevation adequate to cause water to constantly overflow the weirs.
- e. In the event of stagnant water, drain the ponds to prevent pest and odor problems.
- f. Trash and debris removal as reasonably required to maintain a slightly appearance, typically once a week.
- g. Operation and maintenance of any decorative lighting around the basin as shown on the approved SUP.
- h. 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.
- i. Repair and replacement of decorative fencing around the basin as shown on the approved SUP.
- j. Maintenance and repair of retaining walls, weirs and the pedestrian bridge over the canal within the retention pond system.
- k. Prevention and removal of any invasive plant material not in the approved landscaping plan.
- l. Treatment of water to control mosquito breeding within the limits of the pond and canal, should mosquito larvae be detected within any part of the water feature.
- m. Repair and restoration of any bank deterioration around the pond and canals due to erosion, whether caused by flow through the channel or surface water entering the system from adjacent properties. This includes addressing rutting due to concentrated flows, and fortifying the banks to protect against material loss, particularly at the top of the channel bank where the sidewalks and private fences are proposed.

All the requirements of Sections 4 and 5 hereof shall be deemed to be standards, the violation of which shall be enforceable pursuant to the provisions of Section

34-75 of the North Richland Hills Code of Ordinances and subject to the charges provided therein. Should **ARCADIA**, 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 charge **ARCADIA**, 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 **ARCADIA**, 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 agreement made herein shall be binding upon, **ARCADIA**'s successors and assigns and shall be a covenant running with the land. Upon completion of the Detention/Retention Facility in accordance with the requirements set forth herein, ARCADIA has the right to assign its duties and obligations hereunder to HOME TOWN NRH EAST OWNERS' ASSOCIATION, INC., a Texas non-profit corporation (the "HOA"), and upon such assignment and assumption by the HOA of the duties and obligations hereunder, ARCADIA shall be released from all further duties or obligations hereunder.
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 _____ 2017.

ARCADIA:

HOMETOWN 5 DEVELOPMENT CORP.

By: _____
Title: _____

HOA:

HOME TOWN EAST NRH OWNERS'
ASSOCIATION, INC.

By: _____
Title: _____

CITY OF NORTH RICHLAND HILLS:

By: _____
Mark Hindman, City Manager

Date: _____

ATTEST

By: _____
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY

By: _____
Maleshia B. Farmer, City Attorney

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, 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: _____

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COUNTY OF TARRANT §

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purposes and consideration therein expressed.

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_____, 20____.

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Exhibit “A”

Detention/Retention Facility Landscaping Plan