

DETENTION/RETENTION STORAGE FACILITY MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **WESTERN RIDGE BLOCK A, LOTS 1-22, BLOCK B LOTS 1-3, 3X, 4-15, BLOCK C LOT 1X AND BLOCK D LOT 1X** (hereinafter referred to as "**Western Ridge**") approved on _____, 2019 by the City Council of the City of North Richland Hills, Tarrant County, Texas (the "**City**"), **FW Western Ridge, LLC**. (hereinafter referred to as "**FWWR**") was permitted to develop the site described thereon in accordance with such plat; and

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

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

NOW, THEREFORE, **FWWR** 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 **FWWR** 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.

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 **FWWR**, 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 **FWWR**, 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 **FWWR**, 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 **FWWR**, 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, **FWWR's** successors and assigns and shall be a covenant running with the land. In the event of any assignment or transfer of interest by **FWWR** of any of its duties or obligations under this Agreement, **FWWR** 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 FWWR'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 3RD day of APRIL 2019.

By: Mark S. Wood

Printed Name: MARK S. WOOD

Title: MEMBER

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Mark Wood 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 3rd day of April, 2019.

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

Josh Porter
Type or Print Notary's Name

My Commission Expires: 7/6/2022

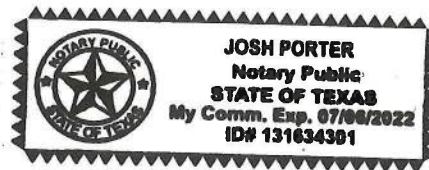
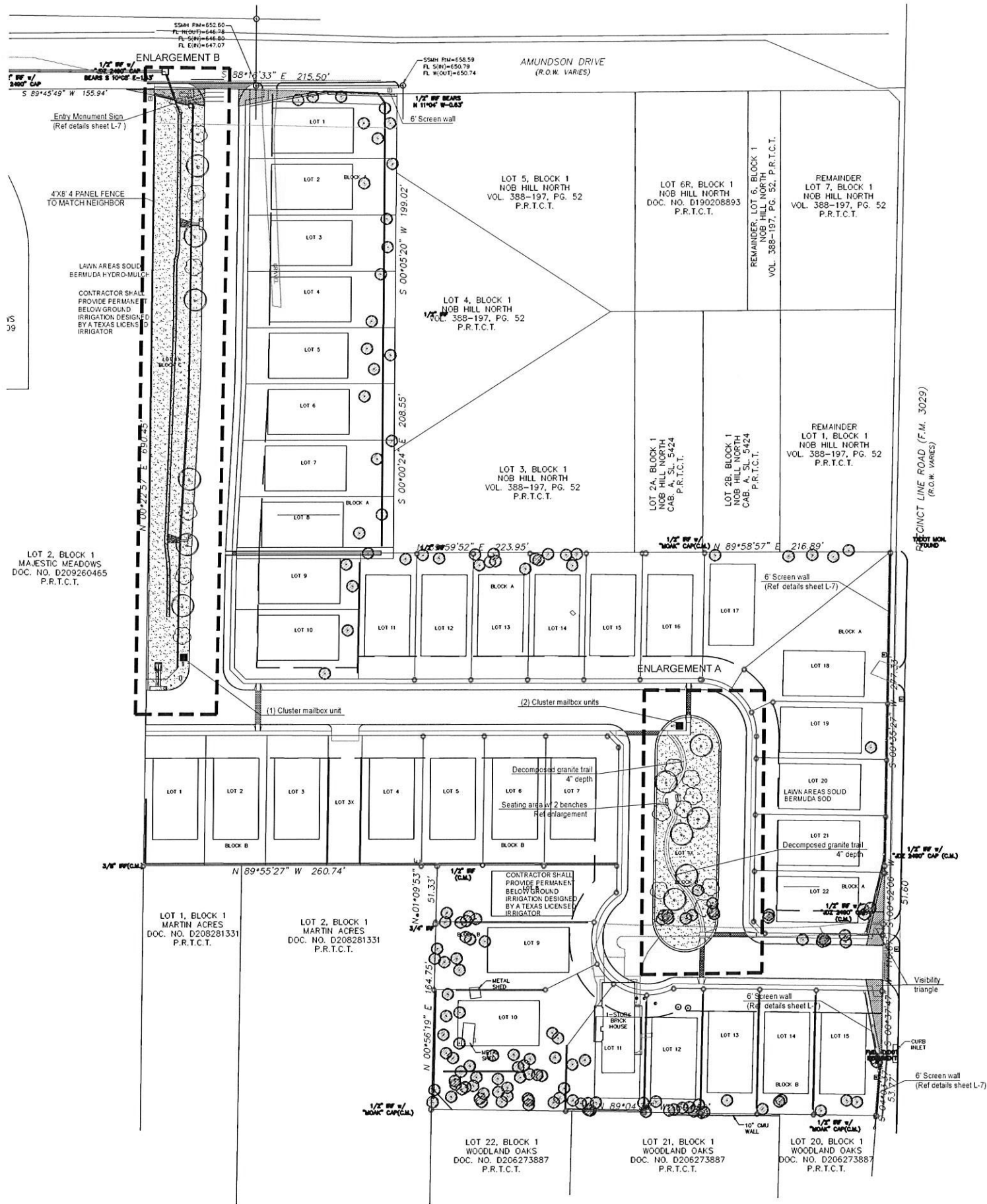


Exhibit “A”


Detention/Retention Facility

Landscaping Plan



CITY OF NORTH RICHLAND HILLS LANDSCAPE REQUIREMENTS -SINGLE FAMILY RESIDENTIAL DISTRICT-		
RESIDENTIAL LOTS	1 STREET TREE AND 1 ORNAMENTAL TREE PER LOT (1 TREE MIN. TO BE IN FRONT) 3 STREET TREES PER CORNER LOT	
	REQUIRED	PROVIDED
	2-4 TREES	2-4 TREES

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN
THIS AREA. 48 HOURS PRIOR TO ANY
CONSTRUCTION ACTIVITIES, CONTACT THE
LOCATOR 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
LOME STAR NOTIFICATION CENTER
1-800-669-8344 EXT. 5



BEFORE
YOU DIG.

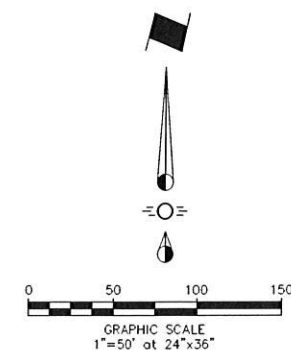
NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS.

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.

SIGHT VISIBILITY NOTE:
SIGHT VISIBILITY EASEMENT
MUST BE KEPT FREE AND
CLEAR OF ANY VISUAL
OBSTRUCTIONS BETWEEN
30" AND 9' IN HEIGHT.

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 FOR 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 MANUFACTURERS 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 OWNERS APPROVAL.



LANDSCAPE PLAN

Date AUG 15, 2018
 Drawn By MLM
 Checked By GAC
 Revisions
SEP 4, 2018
SEP 21, 2018
MAR 12, 2019



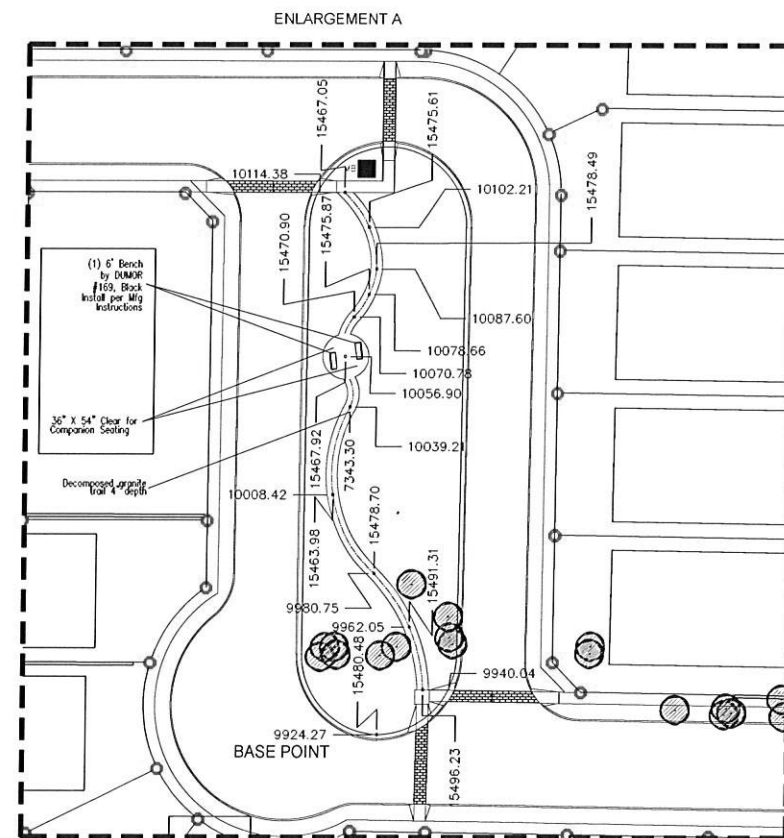
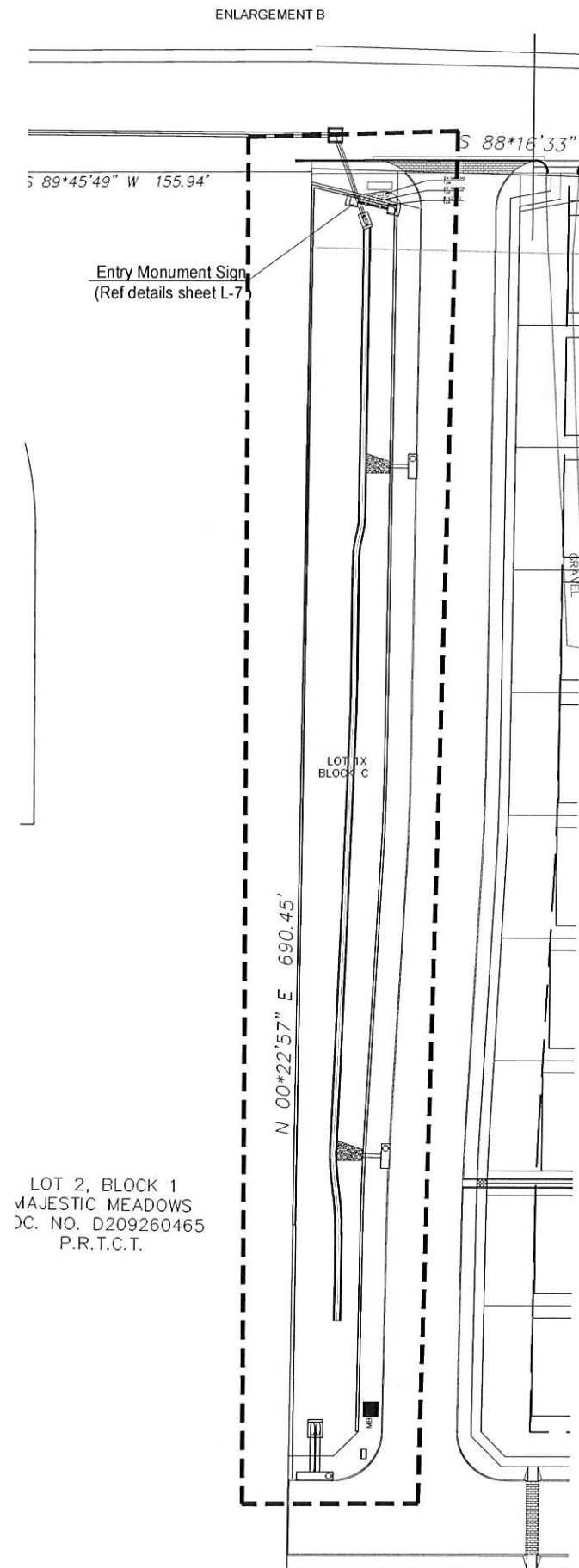
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**WESTERN RIDGE
PRECINCT LINE AND AMUNDSON
NORTH RICHLAND HILLS, TEXAS**

Sheet No.

L-3

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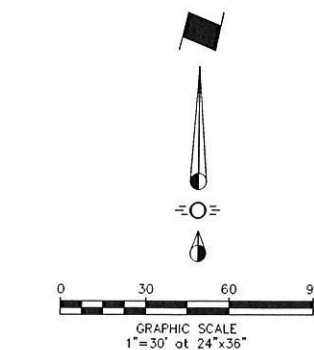
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DIMENSION PLAN

Date AUG 15, 2018
Drawn By MLM
Checked By GAC
Revisions
SEP 4, 2018
SEP 21, 2018
MAR 12, 2019

FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC

PROFESSIONAL LANDSCAPE ARCHITECT - TEXAS LICENSE # 0000000000



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WESTERN RIDGE
PRECINCT LINE AND AMUNDSON
NORTH RICHLAND HILLS, TEXAS

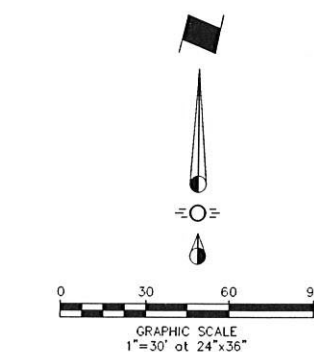
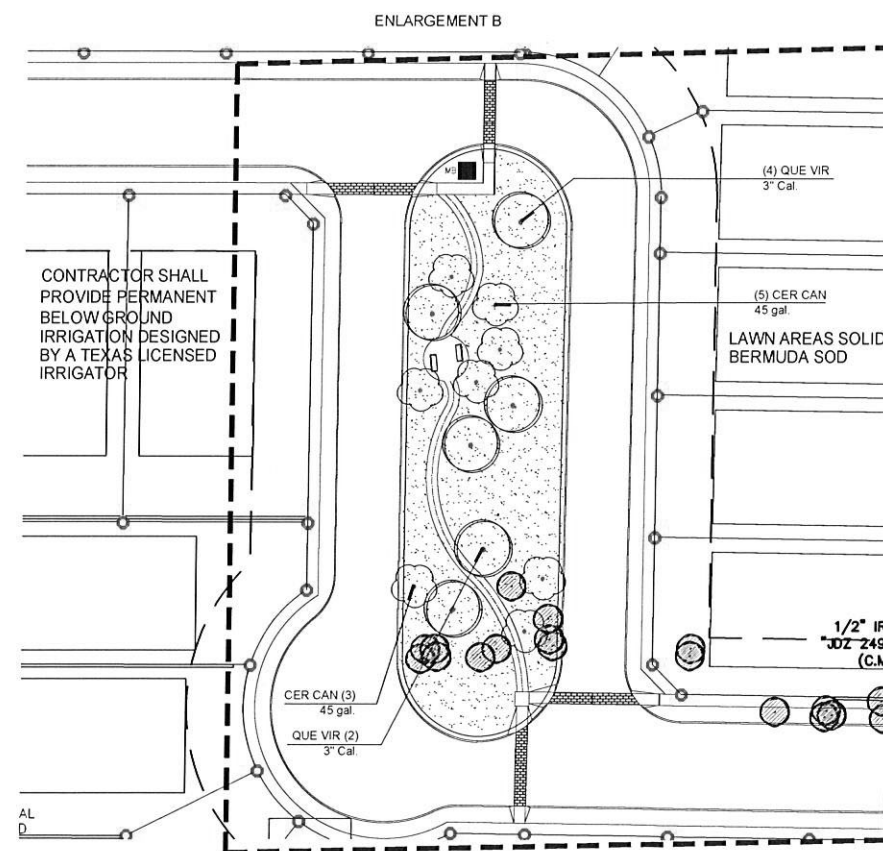
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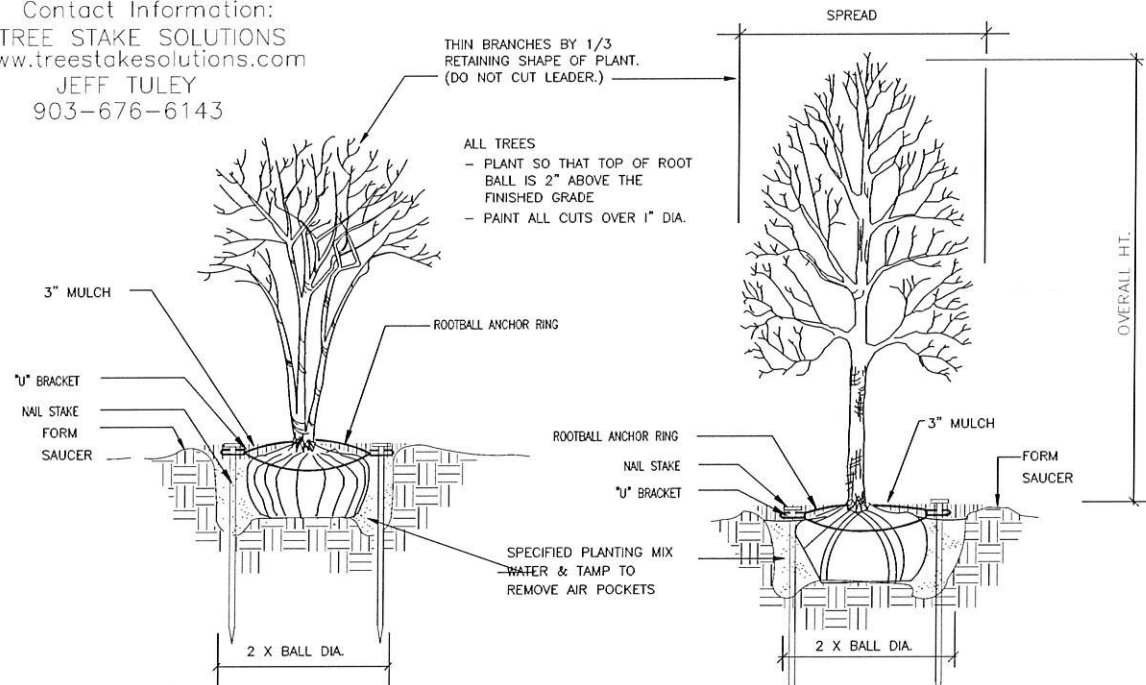
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Contact Information:
TREE STAKE SOLUTIONS
www.treestakesolutions.com
JEFF TULEY
903-676-6143

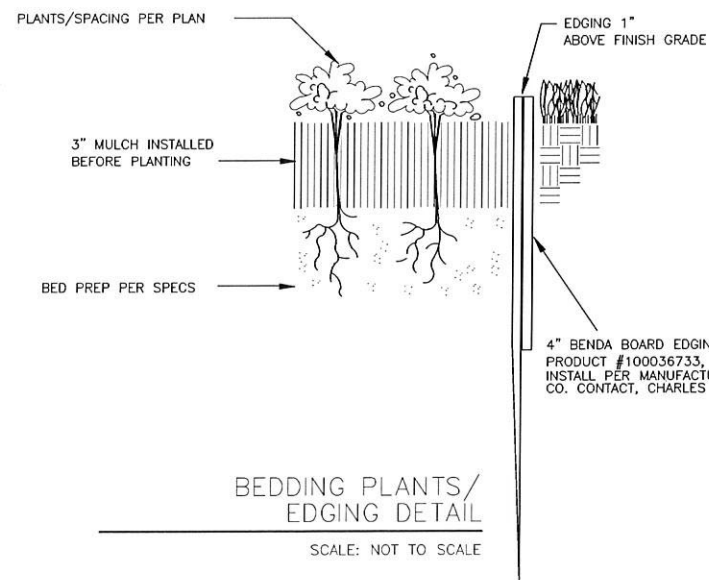


STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

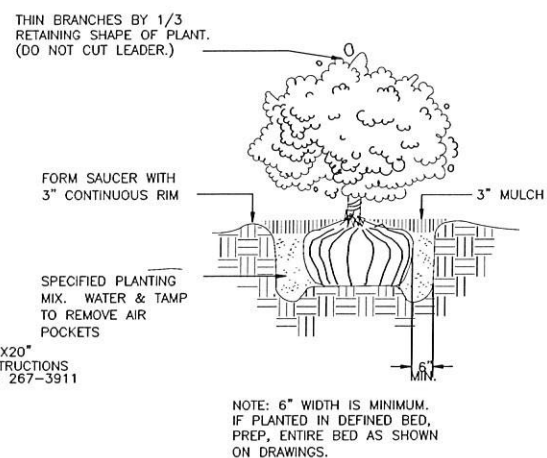
TREE PLANTING - GUY WIRES OVER 2" CALIPER

SCALE: NOT TO SCALE



BEDDING PLANTS/EDGING DETAIL

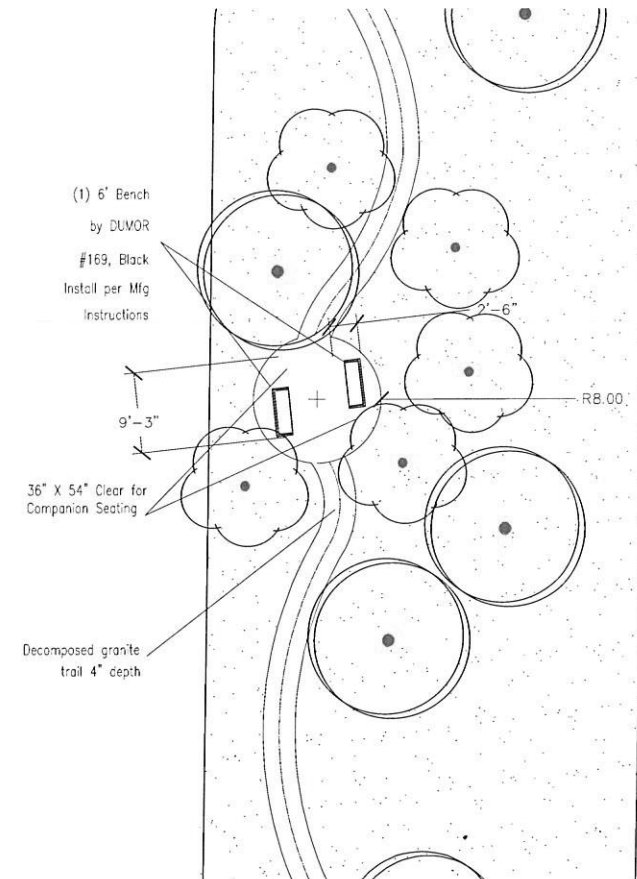
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NOTE: 6" WIDTH IS MINIMUM. IF PLANTED IN DEFINED BED, PREP, ENTIRE BED AS SHOWN ON DRAWINGS.

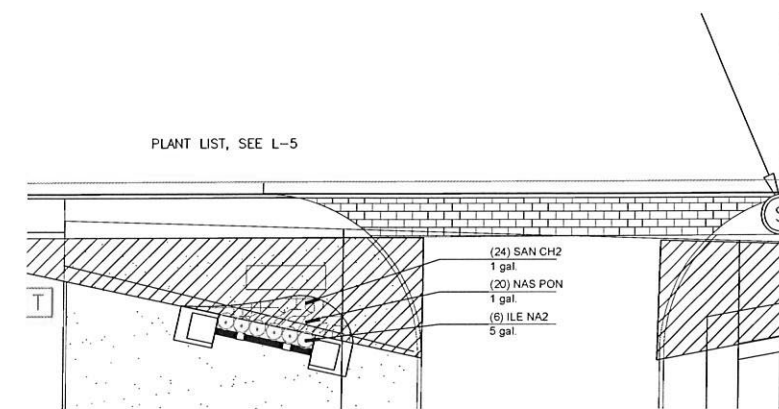
SHRUB PLANTING

SCALE: NOT TO SCALE



ENLARGEMENT A

SCALE: NOT TO SCALE



ENLARGEMENT B

SCALE: NOT TO SCALE

Date AUG 15, 2018
Drawn By MLM
Checked By GAC
Revisions
SEP 4, 2018
SEP 21, 2018
MAR 12, 2019

FAN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
10000 W. LAKESIDE BLVD. SUITE 100
DALLAS, TEXAS 75243
PHONE AND OTHER BRANCH PLANNING - LANDSCAPE ARCHITECTURE - LIAISON



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