GULF COAST WATER AUTHORITY APPLICATION FOR CROSSING AGREEMENT

The undersigned ("Applicant") requests permission from Gulf Coast Water Authority ("GCWA") to install

(2) 123'-0" Concrete Bridge Crossings over American Canal

(the "Crossing") [x] over, [] under or [] alongside (check one) the GCWA's canal or other property at the location described in **Exhibit A**, and in accordance with the plans and specifications attached as **Exhibit B**. The plans and specifications on **Exhibit B** must include, at a minimum: a cross section drawing showing the profile of the proposed crossing and including the depth any proposed structure under the flow line of the canal or the height of the proposed structure over the top of the canal, widths or dimensions / sizes of the structure, whether the structure will be encased and the type of encasement material, any boring method (whether conventional, straight line bore or directional bore), the requested width of the crossing structure license strip (the area within which the Crossing will be located). GCWA may require additional information for approval. The area in which construction will be performed shall also be described on **Exhibit A** and labeled the "Construction Area". Construction is anticipated to begin approximately November 15, 2022, and will be completed no later than May 15, 2024.

If the Applicant is not an individual, the person signing this Application must also provide

evidence (s)he has authority to execute the document.

Signed the _______day of _______, _2022.

Authorized Applicant Representative

Print Name

Address

Phone Number

GULF COAST WATER AUTHORITY CANAL CROSSING AGREEMENT

Fort Bend County, Texas Concrete Bridge Crossings

Grantor: GULF COAST WATER AUTHORITY, INCLUDING ITS SUCCESSORS AND

ASSIGNS

Grantor's Mailing Address: 3630 FM 1765

Texas City, Texas 77591 Galveston County

Grantee: FORT BEND COUNTY, TEXAS, INCLUDING ITS SUCCESSORS AND

ASSIGNS

Grantee's Mailing Address: 301 Jackson Street

Richmond, Texas 77469

Fort Bend County

License Strip: That certain area of land noted as the "<u>License Strip</u>" described on **Exhibit A** attached hereto and made a part hereof for all purposes.

Construction Area: That certain Parcel of land described on Exhibit A and noted as the "Construction Area". All construction activities shall be confined within the boundaries of the Construction Area. All construction shall be performed in accordance with the plans and specifications described in Exhibit B. All of GRANTEE'S rights to use the Construction Area will terminate upon completion of the construction of the two bridge crossings over American Canal. Construction activities shall include all of GRANTEE'S activities undertaken with respect to the Bridges whether initial construction, maintenance, repairs, supplemental construction or reconstruction, except for ingress and egress.

Consideration: Grantor grants the rights conferred in this Crossing Agreement in exchange for the payment by Grantee of all fees or other charges described in the Application for Crossing Agreement (the "Application") signed by Grantee, delivered to Grantor, the terms of the Application are incorporated herein by reference as if fully set forth; and in addition in exchange for Grantee's grant to Grantor of any additional ingress and egress access rights designated on Exhibit B attached hereto and made a part hereof.

Reservations from and Exceptions to License: Easements, rights of way and prescriptive rights, whether of record or not; and valid instruments, presently recorded in the county or counties in which the License Strip is located, that affect the License Strip or that affect real property burdened by the License granted herein or the License Strip in whole or in part.

- 1) Grant of License. GRANTOR, for the consideration and subject to the reservations from and exceptions to license grants to GRANTEE, its successors and assigns, a non-exclusive license for the purpose of constructing, maintaining, operating, repairing, removing, replacing and upgrading two Bridges over American Canal and appurtenances thereto (hereinafter called the "Crossing"), over the License Strip, together with the right of ingress and egress over, along and across the License Strip for the purpose of operating and maintaining (within the License Strip) the Crossing. Grantee agrees that this agreement becomes null and void if by August 13, 2024 (90 days after the anticipated completion date May 15, 2024) the Grantee fails to provide the Grantor as-built Exhibits A and B certified by a Texas registered professional land surveyor in 8 ½ x 11 or 11 x 17 sheet hardcopies form and electronic .pdf images and approved by the Grantor. Exhibit coordinates shall be provided in NAD 83 Texas South Central Zone. Units shall be reported in US survey feet using grid bearings and grid distances and shall be tied to a class 1 or better NGS monument on horizontal and vertical. A table shall be included that reports the grid coordinates for any monument used and all points of inflection.
- 2) <u>Limitations on Use.</u> Except as otherwise specifically set forth herein, GRANTEE shall have no right to go or travel upon, over or across any lands of GRANTOR except for the License Strip and Construction Area (during construction of the Crossing). Nothing contained herein shall grant or be construed to grant to GRANTEE the right (i) to use the License Strip or Construction Area for any purpose other than for the purposes set forth herein or (ii) to change the dimensions or location of the License Strip or Construction Area. During the initial construction of the Crossing, and at all times after completion, GRANTEE must not interfere with the operation or maintenance of GRANTOR's facilities or any other activity of GRANTOR or its lessees, invitees, agents, customers, contractors, successors or assigns. All persons entering upon the License Strip or Construction Area under this grant shall confine themselves to the operations and purposes contemplated herein, and no trespassing or other uses shall be permitted by GRANTEE, its employees, agents or contractors.
- Termination of License. The license, rights and privileges granted hereunder shall terminate when, or at such time as, (i) the purposes hereof cease to exist, are abandoned by GRANTEE, or become impossible of performance, or (ii) GRANTEE fails to observe any term, covenant, or condition contained in this Agreement or the Application, following thirty (30) dayswritten notice of such failure. The thirty day notice provision does not apply to a lapse in any required insurance coverage required under this agreement. Within 90 days following termination of this Agreement, GRANTEE must remove from the License Strip and Construction Area the Crossing and any other structures or property placed thereon by GRANTEE. If GRANTEE fails to do so, GRANTOR may remove such property and dispose of it as it sees fit, without liability to GRANTEE for any reason, and GRANTEE must reimburse GRANTOR upon demand for any cost or expense incurred by GRANTOR in connection therewith.
- 4) Grantee Responsible for Damages. The consideration paid to GRANTOR by GRANTEE in connection with the execution of this agreement is solely for the grant of the license and rights herein granted and does not cover any damages caused to the surface of GRANTOR's lands or to Grantor's facilities within the License Strip or the Construction Area in connection with the initial construction of the Crossing, or which may occur to GRANTOR's other lands, facilities or property in connection with the initial construction of said Crossing or by reason of the operation, maintenance, repair and/or servicing of the

- Crossing or any other damages incurred from time to time, and **GRANTEE** shall pay and agrees to pay **GRANTOR** any and all other such damages promptly as they may accrue.
- 5) Compliance with Laws. GRANTEE agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with GRANTEE's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Crossing.
- 6) Maintenance and Repairs. Grantee must at its sole cost maintain the Crossing and the License Strip in good repair and condition. Grantor has no obligation to repair or maintain the Crossing or the License Strip. Should it become necessary at any time subsequent to completion of the Crossing for GRANTEE to enter upon the License Strip for the purposes of maintaining, repairing, operating, servicing or removing the Crossing as required or permitted hereunder, GRANTEE shall, after each entry upon said License Strip, leave said land at the same level and condition that it was in prior to such entry; and in the event that any such entry should cause or produce damage to roads, tracks, fences, pavement or other improvements that may be situated on said land, or cause or produce damages to the surface of the License Strip, or any other lands or property of GRANTOR, GRANTEE shall, at Grantor's sole election, promptly repair such damage to Grantor's satisfaction or pay to GRANTOR any and all damages that may be caused by reason of any such subsequent entry.
- 7) Relocation or Modification of Crossing. GRANTEE shall be solely responsible for relocating or modifying any existing improvements on GRANTOR's lands as may be required to construct and maintain the Crossing, but GRANTOR must consent in advance to any such relocation or modification of existing improvements. In addition, GRANTEE must, upon GRANTOR's written request, commence with due diligence to relocate or modify the Crossing to accommodate GRANTOR's use of its lands, and GRANTEE shall be solely responsible for all costs associated therewith. If applicable, GRANTEE must, upon GRANTOR's request, sleeve or de-energize that portion of the Crossing located over GRANTOR's lands, during canal maintenance and GRANTEE shall be solely responsible for all cost associated therewith.
- 8) **Construction of Crossing.** The Crossing must be constructed within the License Strip. Before construction may commence, **GRANTEE** must give **GRANTOR** at least 72 hours advance notice of its intent to begin construction. GRANTEE may begin construction of the Crossing at any time after receiving **GRANTOR**'s written notice to proceed and must complete construction no later than May 15, 2024. The Crossing must be constructed according to the plans and specifications set forth on Exhibit B. All construction activity must be confined to the Construction Area. Upon completion of the Crossing, GRANTEE shall (i) repair all damage to roads, tracks, fences, pavement and other structures or items located on GRANTOR's lands (including the License Strip and Construction Area) and restore same to their condition prior to construction and (ii) restore and clean the surface of the land covered by the License Strip and Construction Area to its condition prior to construction. GRANTEE is not and shall not be construed as GRANTOR's agent in contracting for any improvements to the License Strip, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the above or any other property of GRANTOR, except for GRANTEE's license rights hereunder. **GRANTEE** shall, to the extent allowed by law, indemnify and hold harmless **GRANTOR** and the officers, directors, employees, agents, successors and assignees of GRANTOR

(the **GRANTOR** and such persons are collectively referred to as the "Indemnified Persons") from and against any and all mechanics', material men's or other liens or claims ("Mechanic's Liens") and all costs and expenses, including attorneys fees, associated therewith, arising out of any such work. GRANTEE shall not permit any lien to be placed upon GRANTOR's real or personal property on account of any actual or alleged act, failure to act, or obligation of GRANTEE, and GRANTEE shall promptly takes all steps necessary to remove any lien from GRANTOR'S real or personal property which lien is imposed because or on account of any alleged or actual act, failure to act, or obligation of GRANTEE. GRANTEE'S obligations with respect to liens as described in this paragraph extend to any activity or omission of GRANTEE, and are not confined to liens imposed in connection with GRANTEE'S initial construction activities.

- 9) Marking Location of Crossing. If the Crossing is a pipeline, then GRANTEE shall maintain markings along the entire length of the pipeline and the License Strip throughout the term of this agreement, which will inform anyone performing work in the area of the Crossing, and of all reasonable and necessary precautions to take prior to performing any work.
- 10) **Insurance**. **GRANTEE** must, at its sole expense, maintain in effect at all times during the term of this agreement the following insurance policies:
- a) Commercial General Liability Insurance. **GRANTEE** must maintain commercial general liability insurance, including pollution liability coverage, covering GRANTOR and the officers, directors, employees, agents, successors and assignees of GRANTOR and **GRANTEE** for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for personal injury, bodily injury, or death. This insurance must protect against liability to any employees or servants of **GRANTEE** and to any other person or persons whose property damage, personal injury, or death arises out of or in connection with the occupation, use. or condition of the Crossing, the License Strip, or the Construction Area, and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of GRANTEE under the terms of this Agreement. Such policy must name GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR as an additional insured.
- b) Workers Compensation. GRANTEE must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to GRANTEE's operations at the License Strip or the Construction Area. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights of subrogation against GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR.
- c) <u>Employer's Liability</u>. GRANTEE must maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of GRANTEE who may bring a claim outside the scope of the Texas Worker's Compensation laws or federal acts applicable to GRANTEE's operations at the License Strip or the Construction Area. Additionally, each policy must contain an endorsement waiving all rights of subrogation against GRANTOR and the officers,

- directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR**.
- d) Automobile Insurance. **GRANTEE** must maintain automobile liability insurance coverage on all its owned or rented vehicles in the minimum amount of \$1,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR**.
- e) <u>Umbrella Liability Insurance</u>. **GRANTEE** must maintain umbrella/excess liability insurance in the amount of not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage described in this agreement.
- f) Waiver of Subrogation and Other Rights. GRANTOR and GRANTEE agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, directors and employees for any injury, death, loss, or damage that may occur to persons or to the Crossing, the License Strip, or the Construction Area, or any personal property of such party on the Crossing, the License Strip, or the Construction Area, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause that is insured under the insurance policy or policies that either party is required to provide or maintain under this agreement, regardless of cause or origin, except to the extent of the gross negligence or intentional misconduct of either party hereto, its agents, officers, directors or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- g) Insurance Requirements. The phrase "Required Policy" means each policy of insurance required to be maintained by GRANTEE under the terms of this agreement. Each Required Policy must be written by a company satisfactory to **GRANTOR**, but in all events by a company with an A.M. Best Company financial rating of not less than A - XII (or a similar rating by a comparable service selected by **GRANTOR** should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. GRANTEE must deliver to GRANTOR a certificate of insurance for any Required Policy within 10 days of execution of this The required evidence of coverage must always be deposited with GRANTOR. If GRANTEE fails to do so, such failure may be treated by GRANTOR as a default by GRANTEE under this agreement and GRANTOR, in addition to any other remedy under this agreement, may purchase and maintain such Required Policy and GRANTEE must immediately reimburse GRANTOR for any premiums paid or costs incurred by GRANTOR in providing such insurance. Failure of GRANTEE to reimburse **GRANTOR** is a default by **GRANTEE** of this agreement.
- h) Indemnity for Noncompliance with Insurance Requirements. GRANTEE, to the extent allowed by law, INDEMNIFIES and HOLDS HARMLESS GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR (sometimes referred to in this Crossing Agreement as the "Indemnified Persons") from any loss it may suffer due to GRANTEE's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of GRANTEE's failure to comply with the terms, covenants, conditions, and warranties of any Required Policy.

- 11) Indemnification of Grantor. To the extent allowed by law, GRANTEE agrees to indemnify, defend, and hold harmless the Indemnified Persons from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including attorney's fees and expenses) to persons or property ("Claims") caused by or arising out of any of GRANTEE's (or its employees', agent's, or contractors') operations hereunder or otherwise relating to the construction, operation, maintenance and/or service of the Crossing or the License Strip and/or caused by or arising out of GRANTEE's (or its employees', agents' or contractors') failure to comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards ("Laws") in connection with the construction, use, operation, maintenance and/or servicing of the Crossing, EVEN THOUGH THE CLAIM IS ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER WRONGFUL ACT OF AN INDEMNIFIED PERSON. HOWEVER, IN THE EVENT THAT ONE OR MORE OF THE INDEMNIFIED PARTIES ARE ADJUDICATED AT FAULT WITH RESPECT TO DAMAGE OR INJURY SUSTAINED BY A CLAIMANT, GRANTEE WILL INDEMNIFY THE INDEMNIFIED PARTIES ONLY FOR THAT PORTION OF THE DAMAGE OR INJURY ADJUDICATED TO HAVE BEEN CAUSED BY THE GRANTEE AND/OR ITS AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES AND SUBCONTRACTORS.
- 12) Grantor's Reserved Rights. GRANTOR expressly reserves unto itself and GRANTOR's successors and assigns, the right to use and enjoy the land covered by the License Strip and the Construction Area for any purposes whatsoever, except insofar as said use and enjoyment unreasonably interferes with the rights hereby granted to GRANTEE. GRANTOR specifically reserves the right (i) to grant additional easements or rights-of-way upon or across the License Strip to such other persons or entities and for such purposes as GRANTOR may desire, (ii) to extend roads, railroad tracks, or other structures across or along the License Strip, (iii) to construct or locate upon or across the License Strip fences, signs, pavement and other such items or materials, (iv) to use the License Strip for the disposal of surface water, rain or any excess water collecting upon GRANTOR's land, and (v) to change the dimensions or location of the License Strip (at GRANTEE's sole cost and expense); provided that, in all such cases, GRANTEE shall not be unreasonably and permanently disturbed in the enjoyment of the rights hereby granted to GRANTEE.

Required Contract Provisions. Every contract entered into between GRANTEE and any mechanic, material man, laborer, worker, artisan, contractor or subcontractor (a "Contractor"), and every contract entered into between a Contractor and any other Contractor, must contain a provision by which each Contractor agrees to indemnify and hold harmless the Indemnified Persons from and against any and all (i) Mechanic's Liens, and (ii) Claims caused by or arising out of any of GRANTEE's (or its employees', agents', or Contractors') operations hereunder or otherwise relating to the construction, operation, maintenance, and /or service of the Crossing or the License Strip and/or caused by or arising out of GRANTEE's (or its employees', directors' agents', or Contractors') failure to comply at all times with all applicable Laws.

13) **Notices.** Any notice provided or permitted to be given in this agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified at the address set forth below, or at the last address for notice which the sending party has for the party to be notified at the time the notice is sent. Notice deposited in the mail in the

foregoing manner shall be effective upon receipt or refusal. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice, the addresses of the parties shall be as described on the first page of this agreement. Either party, by notifying the other party hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

14) Environmental Matters. GRANTEE shall not be responsible for removal, disposal, or any fines or other expenses relating to any or all hazardous substances or solid wastes stored, disposed of, or otherwise released onto or from the Crossing, the Construction Area, the License Strip or adjacent property prior to the execution of this agreement GRANTEE will not cause or permit the License Strip, the Construction Area, or GRANTOR to be in violation of, or do anything or permit anything to be done by GRANTEE, its Contractors, agents or employees which will subject the License Strip, the Construction Area, or **GRANTOR** to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, or any other applicable state, federal, county or municipal law, rule or regulation relating to environmental issues, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to GRANTEE's use of the License Strip and Construction Area. **GRANTEE** agrees to obtain any permits, licenses or similar authorizations, to construct, operate or use the Crossing, the Construction Area. and the License Strip for the purposes set forth herein by reason of any Applicable Environmental Laws which concern or result from the use of the Crossing, the Construction Area, or the License Strip. GRANTEE will promptly notify GRANTOR in writing of any existing, pending or, to the best knowledge of GRANTEE, threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning GRANTEE's use of the Crossing, the Construction Area, or the License Strip and GRANTEE's use, operation and maintenance of GRANTEE's facilities. In connection with GRANTEE's use, operation and maintenance of the Crossing, the Construction Area, and the License Strip, GRANTEE will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Crossing. the Construction Area, or the License Strip. In connection with **GRANTEE**'s use, operation and maintenance of the License Strip, GRANTEE covenants and agrees to keep or cause the Crossing, the Construction Area, and the License Strip to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at GRANTEE's sole cost and expense. If GRANTEE fails to comply with or perform any of the foregoing covenants and obligations, **GRANTOR** may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Crossing, the Construction Area, or the License Strip (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by GRANTEE to GRANTOR. GRANTEE grants to GRANTOR and its agents, employees, officers, directors, contractors and consultants access to the Crossing, the Construction Area, and the License Strip and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse **GRANTOR** for and to hold **GRANTOR** harmless from all costs and expenses involved therewith. The terms "hazardous substance" and "release" as used in this agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law established a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

- 15) Disclaimer of Warranties. GRANTOR has executed and delivered this agreement, and **GRANTEE** has received and accepted this agreement, the Crossing, the Construction Area, and the License Strip, AS IS, WHERE IS, AND WITH ALL FAULTS, EXCEPT AS OTHERWISE SET FORTH IN SECTION 14 ABOVE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO **EXPRESSLY** REVOKE, RELEASE, **NEGATE AND EXCLUDE** REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE LICENSE STRIP OR CONSTRUCTION AREA OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS **IMPLIED** REPRESENTATIONS **WARRANTIES** RELATED AND MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE LICENSE STRIP OR CONSTRUCTION AREA OR WHICH AFFECT THE LICENSE STRIP OR CONSTRUCTION AREA (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE LICENSE STRIP OR CONSTRUCTION AREA WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE LICENSE STRIP OR CONSTRUCTION AREA; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE LICENSE STRIP OR CONSTRUCTION AREA; (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF EVER AFFECTING IN ANY MANNER ANY OF THE LICENSE STRIP OR CONSTRUCTION AREA: AND (vii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY **GRANTOR WHATSOEVER.**
- 16) No Guarantee, Warranty, or Liability Concerning Damage to Grantee's Facilities. Under no circumstances shall GRANTOR, its successors, agents, employees, contractors or assigns have any liability whatsoever for any damage to GRANTEE's facilities which damage is caused by any event, action, or agency, other than damage intentionally caused by GRANTOR, its successors, agents, employees, contractors or assigns. Intentionally caused damage shall not include damage directly or incidentally caused in connection with the efforts of GRANTOR, its successors, agents, employees, contractors or assigns, to protect, preserve, maintain, or construct GRANTOR'S real or personal property wherever located.

Executed this	day of	·
GRANTOR:		GULF COAST WATER AUTHORITY By: Brandon Wade, General Manager
STATE OF TEXAS COUNTY OF	<i>%</i>	
This instrument was, bybehalf of the Authority.	s acknowledg	ed before me on the day of, of Gulf Coast Water Authority, on Notary Public, State of Texas
		GRANTEE:
		By: KP George, County Judge
STATE OF TEXAS COUNTY OF	§ §	
		d before me on the day of, ort Bend County, Texas, on its behalf.
		Notary Public, State of Texas

Replace with As-built by	
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EXHIBIT A Requirements Lease Strip and Construction Area Location

Checklist (see attached example)

- 1) A Map to that depicts the sites location (minimum of two streets that cross)
- 2) A north pointing arrow

If necessary, a call out bubble may be used to show the following details

- 3) An outline of the requested "License Strip" (labeled "License Strip" and outline points of deflection 1.2.3....)
- 4) An outline of the "Construction Area" (labeled "Construction Area" and outline points of deflection A,B,C,...)
- 5) Site's survey abstract and lot number.
- 6) Outlines of GCWA property right of ways intersecting License Strip and any GCWA structures the strip crosses (i.e. Canal, ...)

On the page

- 7) Place a table with each points Texas State Plane NAD 83 Texas South Central grid x and y coordinates in feet. In the table heading state the NGS class 1 or better monument designation number used for the survey and the monument X,Y,Z coordinates.
- 8) On the final as built version to be filed at the County Clerk's office the Professional Texas Registered Engineer Stamp, Engineer signature, and the final drawing date.

NOTE: Fonts must be readable (8 points or larger). Sheet sizes 11 x 17 may be substituted for 81/2 x 11 sheets and additional sheets marked Exhibit A1, A2,. may be included. Detail call out bubble(s) may be used.

Project Name: Lake Olympia Parkway Chimney Rock to FM 521 Parcel No. 7 September 2020

METES AND BOUNDS DESCRIPTION OF A 0.47 ACRE (20,544 SQUARE FEET) PARCEL OF LAND LOCATED IN THE THOS W. THOMPSON SURVEY, ABSTRACT 335 OF FORT BEND COUNTY, TEXAS

Metes and bounds description of a 0.47 acre (20,544 square feet) parcel of land located in the Thos W. Thompson Survey, Abstract 335 of Fort Bend County, Texas, and being out of a called 13.68 acre tract as recorded under Fort Bend County Clerk's File Number (F. B. C. C. F. #) 8842394, Fort Bend County Official Public Records (F. B. C. O. P. R.), said 0.47-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "GeoSurv/TSC Surveying" set marking the southerly corner of the herein described parcel and on the southwesterly line of said called 13.68 acre tract of land, from which a found one-half inch iron rod with cap marked Gormly 1918 bears South 55° 18' 14" East 103.69 feet, said 5/8-inch iron rod with cap having coordinates of N = 13,767,876.49 and E = 3,093,909.42 (metadata for the coordinates listed herein are at the end of this document);

- 1. **THENCE**, North 54° 23' 26" West, with the southwesterly line of said called 13.68 acre tract, 205.93 feet to a 5/8-inch iron rod with plastic cap stamped "GeoSurv/TSC Surveying" set marking the beginning of a curve to the left and the most westerly corner of the herein described parcel;
- 2. **THENCE**, in a northeasterly direction with the arc of said curve to the left with the proposed northerly Right-of-Way line of Lake Olympia Parkway having an arc length of 42.92 feet, a radius of 1,910.0 feet, a central angle of 1° 17' 15", a chord that bears North 67° 48' 31" East, 42.91 feet to a 5/8-inch iron rod with plastic cap stamped "GeoSurv/TSC Surveying" set marking the end of said curve to the left;
- 3. **THENCE**, North 67° 09' 54" East, with the proposed northerly Right-of-Way line of said Lake Olympia Parkway, 74.74 feet to a 5/8-inch iron rod with plastic cap stamped "GeoSurv/TSC Surveying" set marking the northerly corner of the herein described parcel and being on the southwesterly line of a called 198.29 acre tract of record under F. B. C. C. F. # 2005144303, F. B. C. O. P. R.;
- 4. **THENCE**, South 54° 23' 26" East, with the northeasterly line of said called 13.68 acre tract and the southwesterly line of said called 198.29 acre tract, 205.37 feet to a 5/8-inch iron rod with plastic cap stamped "GeoSurv/TSC Surveying" set on the proposed southerly Right-of-Way line of said Lake Olympia Parkway and marking the most easterly corner of the herein described parcel;

Project Name: Lake Olympia Parkway Chimney Rock to FM 521 Parcel No. 7 September 2020

5. **THENCE**, South 67° 09' 54" West, with the proposed southerly Right-of-Way line of Lake Olympia Parkway, 117.35 feet to the **POINT OF BEGINNING** and containing a computed 0.47 acres (20,544 square feet) of land.

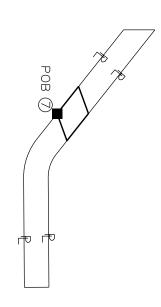
The area and square footage mentioned herein for this parcel is based on the mathematical closure of the courses and distances as reflected on this survey and description, it does not include the tolerances that may be present due to position accuracy of the boundary monumentation.

All bearings and surface coordinates recited herein are referenced to the Texas Coordinate System, South Central Zone, North American Datum of 1983, (NAD 83), 2011 adjustment. All surface coordinates and distances recited herein may be converted to grid by applying a scale factor of 1.00013.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Jack R. Chiles, R.P.L.S.
Registered Professional Land Surveyor No. 4778
GeoSurv, Inc. Company d/b/a TSC Surveying
10970 Stancliff Road
Houston, Texas 77099
(713) 784-4466 - Office
Texas Firm Registration No. 10083100

42.91'	N 67°48'31" E	01° 17'15''	1910.00'	42.92'	C7-1
CHORD LENGTH	DELTA ANGLE CHORD BEARING CHORD LENGTH	DELTA ANGLE	RADIUS	CURVE ARC LENGTH RADIUS	CURVE
	Ē	CURVE DATA TABLE	CUF		



-auuuus-Z-auu-----

PARENT TRACT INSET PARCEL N.T.S.

SET 5/8" I.R. W/PLASTIC CAP GEOSURV/TSC SURVEYING. UNLESS OTHERWISE NOTED

POINT UNLESS OTHERWISE NOTED FOUND MONUMENT

0

PROPERTY LINE

Ð 0

NOTES:

- THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM 1983, (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY APPLYING A COMBINED SCALE FACTOR OF 1.00013. 1. ALL BEARINGS AND COORDINATES ARE BASED ON
- 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 3. FIELD SURVEYS WERE PERFORMED FROM JUNE 2018 TO SEPT. 2018.

 ABSTRACTING WERE PERFORMED FROM JUNE 2018 TO

ABSTRACTING SERVICES (POSTLE PROPERTY SERVICES, INC.) WAS CONDUCTED FROM MAY SEPTEMBER 2018. 2018 T0

AUGUST 2018.

4. SQUARE FOOTAGE NUMBERS WERE COMPUTED FROM METES AS DESCRIBED IN THIS DOCUMENT.

5. PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR REVIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT



10970 STANCLIFF RD. HOUSTON, TEXAS 77099 TEL. 713-784-4466 GeoSurv, Inc. d/b/a TSC Surveying TBPLS Firm No. 10083100

TAKING REMAINDER ACRES/ S.F. ACRES 20.47 13.21	CALC 13.68	EXISTING ACRES
REMAINDER ACRES 13.21	0.47 20,544	TAKING ACRES/S.F.
	13.21	REMAINDER ACRES

PARCEL PLAT

SHOWING PROPERTY OF PARCEL 07

LAKE OLYMPIA SEG. 2 FORT BEND COUNTY SEPT. 2020

TSC SURVEYING

SCALE: 1-50

PAGE 1 OF

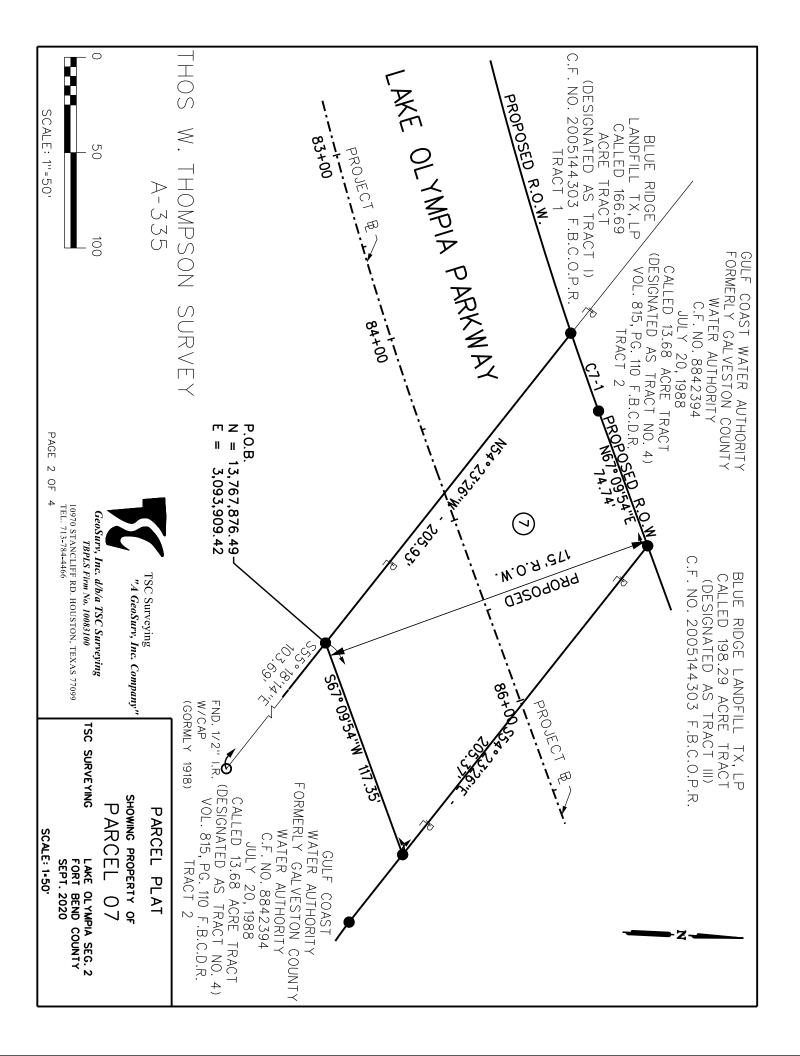


EXHIBIT B Requirements Construction Design Drawings

CHECKLIST:

The Structure's design profile that depicts:

- 1) The view of the Structure's X Y horizontal plane (plan view) on the top half of the sheet on a Texas State Plane NAD 83 Texas South Central x and y coordinate grid scale in feet (label sheet scale grid lines along the sheet margins). Mark the License Strip area (four or morepoints that are depicted on Exhibit A).
- The view of the Structures X Z vertical plane (elevation view) on the bottom half of the sheet that lines-up with the top plan view on a Texas State Plane NAD 83 Texas South Central x and NAVD 88 z coordinate grid scale in feet (label sheet grid lines along the sheet margin).

Label coordinate points (i.e. continue series from Exhibit A and above i.e. .5,6,7,8 ...) for:

- a. Buried Structures such as Cable, Pipeline, Drainage Canal, Under drains, ...: highest outside diameter elevation (the minimum requirement is 5 feet below GCWAlowest improvement point).
- b. Canal Culver Bridge: Bottom flowline elevation point.
- c. Canal Free Span Bridge: Lowestelevation point.
- d. Aerial Structures: Lowest elevation point.

Place a table on the sheet to list the coordinate points required above (1,2,3,...) with their Texas State Plane NAD 83 Texas South Central x and y; and NAVD 88 z coordinates in feet. In the table heading state the class 1 or better NGS monument designation number used for the survey and the monumentsx, y, and z coordinates.

- 3) List of special design requirements / instructions to contractors required by GCWA (i.e. materials of construction, special procedures including notification contacts and timing restraints, ...) on the sheet or a second sheet (i.e. Exhibit B-2).
- 4) As-built must have Professional Texas Registered Engineer Stamp, Engineer signature, and drawing date.
- 5) North direction arrow on the sheet.

NOTE: Fonts must be readable (8 points or larger). If necessary, may use11 x 17sheets. Detail call out(s) /bubble(s) may be used.

PRESTAGE

COUNTY JUDGE

KEN

DeMERCHANT

PRECINCT

GEORGE

COMMISSIONER

PRECINCT

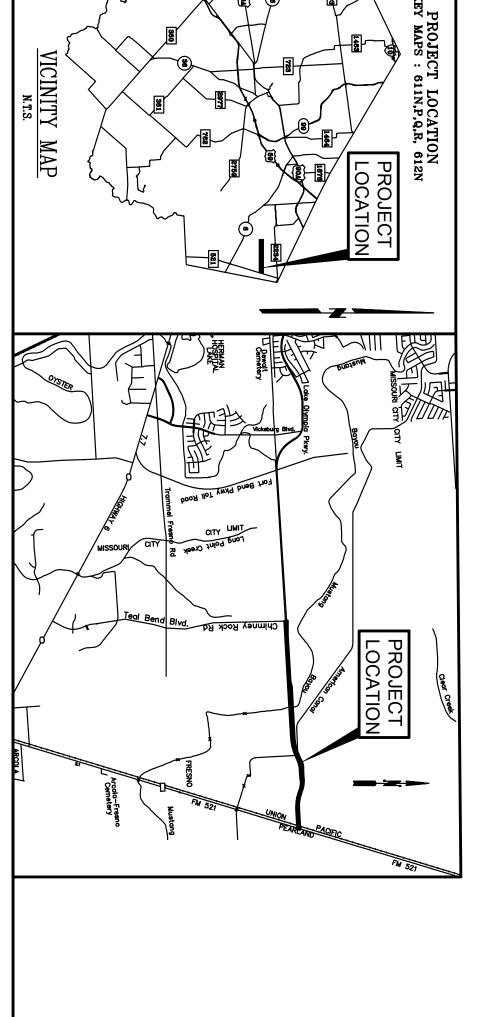
COUNTY ENGINEERING DEPART IMENT

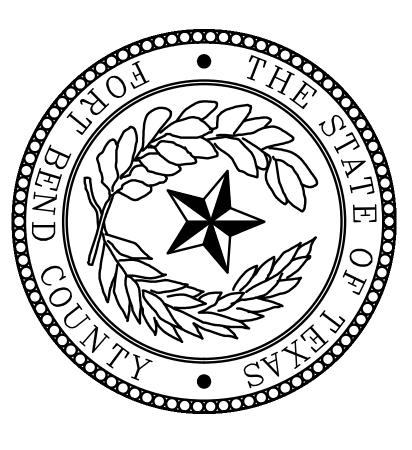
CHINDIA CHINDIA PARKWAY EXTENSION SEGMENT 2

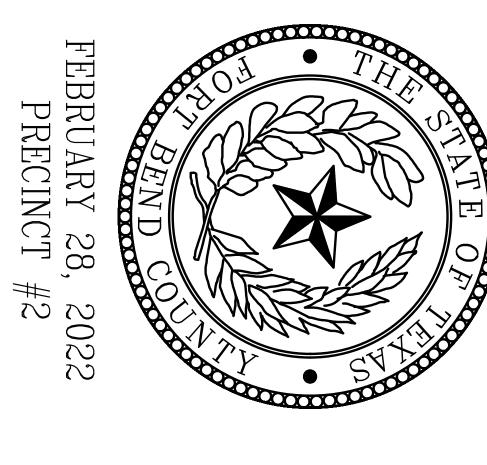
BEND COUNTY, TEXAS

INCENT MORALES, JK.

PRECINCT 1 MOBILITY PROJECT NUMBER 1720-ANDY MEYERS









TAI PROJECT No. 0522-1802

Fort Bend County, Texas





FBCED,

STANDARD 01

FORT BEND COUNTY CONSTRUCTION - GENERAL NOTES

- 5 COUNTY MUST INVITED 7 末 PRE-CONSTRUCTION MEETING
- CONTRACTOR SHALL NOTIFY FORT BEND COUNTY ENGINEERING CONSTRUCTION AND 48 HOUR NOTICE TO ANY CONSTRUCTION CONSTRUCTION OF ORTBEND COUNTYTX. GOV. DEPARTMENT 48 ACTIVITY WITHIN HOURS PRIOR THE LIMITS OF TO COMMENCING THE PAVING AT
- IS RESPONSIBLE FOR OBTAINING ALL PERMITS CONSTRUCTION OF ANY IMPROVEMENTS WITHIN REQUIRED FROM COUNTY ROAD I M FORT RIGHT BEND COUNTY OF WAYS. PRIOR
- ALL PAVING IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE AND REQUIREMENTS" RELATING TO THE APPROVAL AND ACCEPTANCE CURRENTLY AMENDED. OF IMPROVEMENTS COUNTY " "RULES, DIVISIONS
- ALL ROAD WIDTHS, CURB RADII AND CURB ALIGNMENT SHOWN INDICATES BACK 유 CURB.
- \triangleright LONGITUDINAL REINFORCING BAR SHALL BE USED IN 품 CURBS.

6. 7.

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- ALL 28 OF . CONCRETE PAVEMENT SHALL BE 51/2 DAYS. TRANSVERSE EXPANSION JOINTS 60 FEET. SACK SHALL CEMENT WITH A ′ > A MINIMUM AT EACH CURB RETURN STRENGTH AND AT A OF 3500 MAXIMUM
- 9 œ 4" X 1 SHALL ALL WEATHER REINFORCED CONCRETE CURB SHALL 6" REINFORCED CONCRETE CURB. ACCESS 7 0 ALL **EXISTING** STREETS ΒE AND PLACED DRIVEWAYS Z FRONT SHALL 유 SINGLE BE MAINTAINED FAMILY LOTS Ą AL L ONLY. TIMES. ALL OTHER
- 10. GUIDELINES ARE SE AMENDED, SHALL E SIGNING, STRIPING CURB HEADERS OF RAMPS. SET FORTH IN TH LL BE OBSERVED. 1 NG AND WARNING I ARE REQUIRED AT CURB CONNECTIONS THE TEXAS "MANUAL ON UNIFORM TRAFFIC . THE CONTRACTOR SHALL BE RESPONSIBLE G DEVICES, ETC., DURING CONSTRUCTION — 7 HANDICAP RAMPS, CONTROL DEVICES", AS CURRENTLY FOR PROVIDING ADEQUATE FLAGMEN, BOTH DAY AND NIGHT. ₩Ħ N O CONSTRUCTION JOINT WITHIN ດາ
- 12. ALL R1-1 UNIFORM . TRAFFIC CONTROL DEVICES. MINIMUM OF 36"X36" WITH DIAMOND GRADE SHEETING PER **TEXAS** MANUAL 9
- 13. STREET NAME SIGNAGE SHALL BE ON SHALL BE UPPER AND LOWERCASE LE 4.5" MINIMUM. THE LETTERS SHALL BI POST. ON A 9" HIGH SIGN FLAT BLADE W/REFLECTIVE GREEN LETTERING WITH UPPERCASE LETTERS OF 6" MINIMUM BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL B N BACKGROUND. STREET NAMES AND LOWERCASE LETTERS OF BE MOUNTED ON STOP SIGN
- <u>1</u>4. A BLUE PLACED DOU 12 I UBLE REFLECTORIZED INCHES OFF OF THE BUTTON SHALL CENTERLINE OF BE PLACED AT ALL FIRE HYDRANT THE STREET ON THE SAME SIDE / T LOCATIONS. THE AS THE HYDRANT. BUTTON SHALL
- 15. THE PROJECT AND ALL PARTS THEREOF SHALL DESIGNATED BY FORT BEND COUNTY. NO SUCH OBLIGATIONS HEREUNDER. NEITHER FAILURE TO NOT IN ACCORDANCE WITH THE DRAWINGS AND COUNTY OR ANY PROVISION OF THIS PROJECT STORELIEVE THE CONTRACTOR OF ANY OF ITS (BE SUBJECT TO INSPECTION FROM TIME TO TIME BY INSPECTORS I INSPECTIONS SHALL RELIEVE THE CONTRACTOR OF ANY OF ITS INSPECT NOR FAILURE TO DISCOVER OR REJECT ANY OF THE WORK AS SPECIFICATIONS, REQUIREMENTS AND SPECIFICATIONS OF FORT BEND SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR OBLIGATIONS HEREUNDER.
- STABILIZED SUBGRADE: DETERMINE THE THICKNESS OF THE STABILIZED SUBGRADE AFTER CURING AND COMPACTION. IF THE SUBGRADE DEPTH IS GREATER THAN THE PROPOSED THICKNESS BY 20% OR MORE, THE CMT LAB MUST PROVIDE VERIFICATION THE PERCENTAGE OF MATERIAL BEING USED TO STABILIZE THE SUBGRADE MEETS OR EXCEEDS PROJECT REQUIREMENTS. TEST RESULTS REQUIRED.

16.

NOTE: FORT BEND COUNTY NOTES SUPERSEDE CONFLICTING

RAFFIC CONTROL

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- ALL ITEMS
 SHALL BE (
 CONTRACT. RELATING TO THE COMPLETED PRIOR CONSTRUCTION OF TRAFFIC TO THE ACTIVATION OF THE SIGNAL SIGNAL INSTALLATIONS, EXCEPT FOR PUNCHLIST ITEMS, SYSTEM(S), UNLESS OTHERWISE REQUIRED BY 품
- 5 THE CONTRACTOR SHALL MEET WITH THE FORT BEND COUNTY TRAFFIC SIGNAL MAINTENANCE GROUPS FIELD INSPECTOR, HEREAFTER REFERRED TO AS THE TRAFFIC INSPECTOR, ONE—WEEK PRIOR TO THE DESIRED ACTIVATION OF ANY NEW TRAFFIC SIGNALS. THE CONTRACTOR SHALL OBTAIN VERBAL CONCURRENCE FROM THE TRAFFIC INSPECTOR THAT ADEQUATE PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE TO SCHEDULE A PRE—"TURN ON" WALK—THROUGH INSPECTION MEETING. IF IN THE OPINION OF THE TRAFFIC INSPECTOR, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE, THE PRE—"TURN ON" WALK—THROUGH INSPECTION MEETING WILL BE POSTPONED TO ALLOW ADEQUATE TIME FOR INCOMPLETE ITEMS AND PREPARATIONS, THE CONTRACTOR SHALL REQUEST THE CONTRACTOR HAS COMPLETED ALL INCOMPLETE ITEMS AND PREPARATIONS, THE OPINION OF THE TRAFFIC INSPECTOR, ALL ITEMS HAVE BEEN ADDRESSED SATISFACTORILY, THE DATE OF THE PRE—"TURN ON" WALK—THROUGH INSPECTION SHALL BE ESTABLISHED. TIME EXTENSIONS TO THE CONTRACT TIME WILL NOT BE GRANTED FOR DELAYS CAUSED BY INCOMPLETE CONSTRUCTION OR INADEQUATE CONTRACTOR PREPARATIONS REQUIRED TO COMPLETE TRAFFIC SIGNAL SYSTEM WITHIN THE TIMEFRAME SET FORTH IN THE PREPARATIONS REQUIRED TO COMPLETE TRAFFIC SIGNAL SYSTEM WITHIN THE TIMEFRAME SET FORTH IN THE
- Ÿ PRIOR TO ACTIVATING A NEW TRAFFIC SIGNAL, THE CONTRACTOR SHALL REQUEST A PRE-TURN ON WALK-THROUGH INSPECTION MEETING, IN ACCORDANCE WITH ITEM 2. THE PURPOSE OF THE MEETING WILL BE TO ESTABLISH THAT THE TRAFFIC SIGNAL SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND IN A MANNER THAT DOES NOT ADVERSELY IMPACT PUBLIC SAFETY. THIS MEETING SHALL BE ATTENDED BY THE TRAFFIC INSPECTOR, THE ENGINEER OF RECORD, AND THE CONTRACTOR. AS A MINIMUM, ANY DEFICIENCIES THAT ADVERSELY IMPACT PUBLIC SAFETY WILL BE IDENTIFIED FOR CORRECTION PRIOR TO ESTABLISHING THE "TURN ON" DATE FOR THE TRAFFIC SIGNAL SYSTEM. ITEMS THAT HAVE AN IMPACT ON PUBLIC SAFETY INCLUDE, BUT ARE NOT LIMITED TO: PAVEMENT MARKINGS AND SIGNAGE, PROPER AND ACCEPTABLE BONDING OF EARTH GROUNDS, PROPERLY ALIGNED WIRING, AND PROPERLY TERMINATED ELECTRICAL SERVICE CONDUCTORS. FAILURE TO ADDRESS THE PUNCHLIST ITEMS IDENTIFIED AS BEING CRITICAL TO PUBLIC SAFETY PRIOR TO THE PRE—TURN ON WALK—THROUGH MEETING WILL RESULT IN THE "TURN ON" BEING POSTPONED TO ALLOW ADEQUATE TIME FOR THE INCOMPLETE ITEMS TO BE COMPLETED. AT SUCH TIME AS MEETING ATTENDEES AGREE THAT THE TRAFFIC SIGNAL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND THAT THE TRAFFIC SIGNAL, AS IT EXISTS, IS NOT A THREAT TO PUBLIC SAFETY, A "TURN ON" DATE WILL BE ESTABLISHED.
- THE CONTRACTOR SHALL ANY PUNCHLIST ITEMS ID SYSTEM IS ACTIVATED TH THAT ARE N 10 DAYS FROM THI D AT THE PRE—"TU E NOT OTHERWISE THE DATE THE 1 -"TURN ON" WALK SE ADDRESSED P TRAFFIC SIGNAL SYSTEM I LK-THROUGH MEETING OR PRIOR TO ACTIVATION OF IS TURNED ON R AT THE TRAFFIC S N TO COMPLETE
 THE SIGNAL
 SIGNAL SYSTEM.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO STANDARD SPECIFICATION ITEM 1000, TRAFFIC SIGNAL INSTALLATION AND MODIFICATION, WHICH INCLUDES PROCEDURES AND REQUIREMENTS REGARDING ACTIVATION OF TRAFFIC SIGNAL CONTROL SYSTEMS. THE PROJECT MANUAL MAY INCLUDE SPECIAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS RELATED TO PROPOSED TRAFFIC CONTROL SIGNAL SYSTEM INSTALLATION(S) AND MODIFICATION(S) REQUIRING THE CONTRACTOR'S ADHERENCE TO DEFINED CHECKLISTS, PROCEDURES AND/OR REPORTS AT NO ADDITIONAL COST TO THE COUNTY BEYOND THE ESTABLISHED BID ITEMS OF THE CONTRACT.

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4.

RO/ AND THROU FBC ENGINEERING AND RO ₽ BRIDGE

> SWPPP: THIS
> PERMIT TXR150
> SHALL BE RES
> PREVENTION PI
> IMPLEMENT, IN: THIS PROJECT DISTURBS OVER 5 ACRES; THEREFORE COVERAGE IS REQUIRED UNDER THE TPDES GENERAL 150000 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR RESPONSIBLE FOR IMPLEMENTATION, INSPECTION, AND MAINTENANCE OF THE STORM WATER POLLUTION IPLAN (SWPPP) IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. THE COSTS TO INSPECT, AND MAINTAIN THE SWPPP SHALL BE CONSIDERED INCIDENTAL TO THE SWPPP BID ITEMS.

SINCE THIS PROJECT DISTURBS GREATER THAN 5 ACRES, A NOTICE OF INTENT (NOI) IS REQUIRED TO BE SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AT LEAST 7 DAYS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITIES. THIS PROJECT SHALL HAVE ONE NOIS, LISTING THE CONTRACTOR AS THE PRIMARY OPERATOR AND FT. BEND COUNTY AS THE SECOND OPERATOR. NOI IS SUBJECT TO A \$325 APPLICATION FEE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOI APPLICATION FEE. THE CONTRACTOR HAS THE OPTION TO SUBMIT THE CONTRACTOR'S NOI FORM AND FEE ELECTRONICALLY TO THE TCEQ (IF SUBMITTED ELECTRONICALLY, THEN THE CONTRACTOR SHALL PROVIDE COPIES OF THE ELECTRONIC SUBMITTAL TO FT. BEND COUNTY AT THE PRECONSTRUCTION MEETING). CONTRACTOR. THE CONTRACTOR'S NOI AND CONSTRUCTION SITE NOTICE (CSN) SHALL BE POSTED AT THE SITE BY THE CONTRACTOR SHALL LAMINATE AND POST THE NOI, CSN AND ANY "SECONDARY OPERATOR" CSNS ON THE PROJECT SITE AT A LOCATION WITH EASY ACCESS TO THE PUBLIC FOR CLEAR VIEWING AND AS APPROVED BY THE ENGINEER. THE COST OF LAMINATION AND POSTING OF THE NOI & CSN SHALL BE CONSIDERED INCIDENTAL TO THE SWPPP BID ITEMS.

UPON COMPLETION OF CONSTRUCTION ACTIVITIES AND FINAL STABILIZATION OF THE SITE, AS DEFINED BY THE TPDES GENERAL PERMIT, A NOTICE OF TERMINATION (NOT) IS REQUIRED TO BE SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). THIS PROJECT SHALL HAVE ONE NOT, LISTING THE CONTRACTOR AS THE PRIMARY OPERATOR AND FT. BEND COUNTY AS THE SECONDARY OPERATOR. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL PROVIDE TO FT. BEND COUNTY A SIGNED COPY OF THE CONTRACTOR'S NOTICE OF TERMINATION (NOT). THE CONTRACTOR SHALL SUBMIT TO THE TCEQ THE CONTRACTOR'S SIGNED NOT. THE CONTRACTOR SHALL ALSO SUBMIT COPIES OF SIGNED NOT TO THE LOCAL MUNICIPAL SEPARATE STORM SEWER SYSTEM OPERATOR.

A RAIN GAUGE SHALL BE KEPT ON THE PROJECT SITE OR WITHIN THE IMMEDIATE PROJECT VICINITY. RECORDS OF RAINFALL EVENTS SHALL BE KEPT BY THE CONTRACTOR TO ASSIST WITH DETERMINING IF AN SWPPP SITE INSPECTION REQUIRED. THE COSTS FOR THE RAIN GAUGE SHALL BE CONSIDERED INCIDENTAL TO THE SWPPP BID ITEMS.

THE SWPPP, INSPECTION & MAINTENANCE REPORTS, CERTIFICATIONS, RAINFALL RECORDS, MAJOR GRADING DATE RECORDS AND TEMPORARY AND PERMANENT STABILIZATION DATE RECORDS SHALL BE KEPT CURRENT BY THE CONTRACTOR AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. COPIES OF THE ALL SWPPP RECORDS SHALL BE KEPT ON—SITE, IF FEASIBLE, UNTIL THE NOTICE OF TERMINATIONS HAS BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY. THE SWPPP RECORDS SHALL BE MADE READILY AVAILABLE TO REGULATORY AUTHORITIES UPON AN ON—SITE INSPECTION. THE CONTRACTOR SHALL DELIVER COPIES OF ALL SWPPP RECORDS TO FT. BEND COUNTY AS DIRECTED BY THE ENGINEER."

LAKE OLYMPIA UTILI TY CONTACTS

BENCHMARK

HCFCRM 010225. BRASS DISK ON THE EAST END OF A CONCRETE HEADWALL ON THE NORTH SIDE OF FM 2234 AT CLEAR CREEK. NAVD '88 DATUM, 2001 ADJ.

ELEVATION=64.42

ENTERPRISE PIPELINE
NATURAL GAS
MAIN CONTACT: J

JAY JOHNSON
LAND REPRESENTATIVE—ENCROACHMENTS
PHONE: 281—887—3373
EMAIL: jarjohnson@eprod.com

Nustar Logistics
Main Contact: WES GORE
NON-HYL PRODUCT
HOUSTON PIPELINE
PHONE: 800-481-0038
EMAIL: Wes.gore@nustarenergy.com PIPELINE

UNION PACIFIC RAILROAD
MAIN CONTACT: DALE HILL UNION PACIFIC RAILROAD (CONSULTANT TO UPRR)
PHONE: 832-797-3076
EMAIL: dhill@benesch.com
dhill@upcontractor.up.com

GULF COAST WATER MAIN CONTACT: **AUTHORITY**PATRICK DONART
PHONE: 409-795-0745

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GULF COAST WATER AUTHORITY (GCWA) NOTES:

GCWA MUST BE INVITED TO THE PRE-BID MEETING AND PRE-CONSTRUCTION MEETING.

9

- CONTRACTOR SHALL NOTIFY GCWA DISTRICT ENGINEER MR. PATRICK DONART AT 409-795-0745 OR AS AN ALTERNATE CONTACT MR. ERIC WILSON AT 713-851-4057 SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES ON AMERICAN CANAL.
- THE MONTHS OF O L COORDINATE THE CONSTRUCTION OF CTOBER 15TH TO MARCH 15TH. THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN

AT&T TEXAS/SWBT FACILITIES NOTES

THE LOCATIONS OF AT&T TEXAS/SWBT FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF AT&T TEXAS/SWBT FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON—MECHANIZED EXCAVATION PROCEDURES. WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE AT&T TEXAS/SWBT TELEPHONE FACILITIES. THE CONTRACTOR SHALL CALL 1—800—344—8377 A MINIMUM OF 48—HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.

WHEN AT&T/SWBT FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING TELEPHONE POLES THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.

PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER MR. ROOSEVELT LEE JR. AT (713)567-4552 OR EMAIL HIM AT RL7259@ATT.COM, QUESTIONS ABOUT BORING OR EXCAVATING NEAR OUR AT&T TEXAS/SWBT FACILITIES. THE PRESENCE OR ABSENCE OF AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA. IF THERE ARE

DIRECT BURIED CABLE RECORDS ARE NOT AVAILABLE. TO DETERMINE THE LOCATION OF BURIED CABLE PLANT DURING THE DESIGN PHASE OF PROCEDURES BELOW: DIRECT BURIED CABLE PROCEDURE YOUR PROJECT, FOLLOW THE

- THE LOCATOR WILL FIELD LOCATE THE EXISTING AT&T/SWBT FACILITIES ORANGE PAINT AND/OR FLAGS. CALL 1-800-344-8377 AND ADVISE YOU NEED THE EXISTING AT&T TEXAS/SWBT FACILITIES LOCATED FOR THE DESIGN PHASE OF YOUR PROJECT. PLEASE ALLOW HOURS FOR THE CABLE TO GET MARKED BEFORE SENDING YOUR FIELD CREW FOR BASE LINE SURVEY FOR LOCATES OF. BE SPECIFIC ON THE PROJECT LOCATION.
- YOUR FIELD PARTY CAN SURVEY THE BURIED CABLE LOCATION USING THE ORANGE MARKS ON THE GROUND. IF THE CABLES ARE NOT AT&T TEXAS DAMAGE PREVENTION MANAGER MR. ROOSEVELT LEE JR. AT (713)567-4552 OR EMAIL HIM AT RL7259@ATT.COM.
- PLOT THE EXACT LOCATION OF THE AT&T TEXAS/SWBT DIRECT BURIED CABLE FACILITIES ON THE PLAN AND PROFILE SHEET.

CENTERPOINT ENERGY NOTES

CAUTION: UNDERGROUND GAS FACILITIES

LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC. WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT 1-800-545-6005 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

- WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 945—8036 OR (713) 945—8037 (7:00AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
- WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
- WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
- FOR EMERGENCIES REGARDING GAS LINES CALL (713) 656-3552 OR (713) 207-4200.
- THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

ACTIVITIES ON/OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY: NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713)207-6248 OR (713)207-5769. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207–2222. THIS LAW \overline{S}

> FEB 28, 20<u>2</u>2

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CONSTRUCTION NOTES



Dany TBPE Registration No.: F—14309	713-9	1445 N. LOOP WEST - SUITE 450
F-14309	3	- SUITE 450

DRAWN BY: J.S. SCALE: N.T.S. 22

CHECKED BY: D.S.

DATE:

FEBRUARY 28, 2022

