

GULF COAST WATER AUTHORITY APPLICATION FOR CROSSING AGREEMENT

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

two (2) Concrete Bridge Crossings over American Canal

(the "Crossing") ☒ 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 in October 2024, and to be completed no later than March 31, 2026.

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 _____, 2024.

FORT BEND COUNTY, TEXAS,
a political subdivision of the State of Texas

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

**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 : 4243 Emmett F. Lowry Expressway
Texas City, Texas 77591
Galveston County

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

Grantee's Mailing Address: c/o County Judge
401 Jackson St.
Richmond, Texas 77469

License Strip: That certain area of land noted as the "License Strip" 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 two (2) Bridge Crossings over American Canal (the "Bridges"). 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 the Bridges and any 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 June 29, 2026 (90 days after the anticipated completion date March 31, 2026 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. Notwithstanding the foregoing, upon written request of **GRANTEE**, **GRANTOR** may approve an extension to the completion date if **GRANTOR** determines that there is no material change to the Crossing. An extension will be evidenced by a written supplement to this Crossing Agreement signed by **GRANTEE** and **GRANTOR'S** General Manager, or the General Manager's designee, documenting the new completion date and corresponding date for the submittal of the as-built Exhibits A and B as described herein.
- 2) **Limitations on Use.** 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.
- 3) **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) days written 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 March 31, 2026 (or such later date as may be agreed to by **GRANTEE** and **GRANTOR** pursuant to Section 1 hereof). 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) **Employer's Liability.** **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) **Waiver of Subrogation and Other Rights.** To the extent allowed by law, **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.
- f) **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 agreement. 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.

- g) **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, TO THE EXTENT ALLOWED BY LAW, 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.
- 13) **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.

- 14) **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.
- 15) **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 the extent allowed by law, 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.

- 16) **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 ALL 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 OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO 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.

- 17) **No Guarantee, Warranty, or Liability Concerning Damage to Grantee's Facilities.** To the extent allowed by law, 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 _____, 2024.

GRANTOR:

GULF COAST WATER AUTHORITY

By: _____
Brandon Wade, General Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024,
by _____, _____ of Gulf Coast Water Authority, on behalf of
the Authority.

Notary Public, State of Texas

GRANTEE:

FORT BEND COUNTY, TEXAS,
A political subdivision of the State of Texas

By: _____
KP George, County Judge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2024, by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the State of Texas, on behalf of said County.

Notary Public, State of Texas

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 8 1/2 x 11 sheets and additional sheets marked Exhibit A1, A2,. may be included. Detail call out bubble(s) may be used.

***Subject to extension as provided in Section 1 of the Crossing Agreement.**

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.3999 ACRES (17,421 SQ. FT.)
OUT OF CHIMNEY ROCK ROAD RIGHT-OF-WAY
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing 0.3999 acres (17,421 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.3999 acre tract being partly out of that certain tract called 4.587 acres conveyed to FORT BEND COUNTY, TEXAS by donation deed dated February 12, 2019, recorded in Fort Bend County Clerk's File No. 2019015123, of the Official Public Records of Fort Bend County, Texas, and partly out of that certain tract called 15.65 acres conveyed to FORT BEND COUNTY, TEXAS by correction donation deed effectively dated June 27, 2018, recorded in Fort Bend County Clerk's File No. 2020084789, of the Official Public Records of Fort Bend County, Texas, said 0.3999 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

COMMENCING at the northwest corner of that certain tract called 69.97 acres conveyed to SUNLAKE, LIMITED by special warranty deed, as described in Fort Bend County Clerk's File No. 2018029236, of the Official Public Records of Fort Bend County, Texas, on the east line of that certain tract called 65.572 acres conveyed to Hannover Estates, Ltd., as described in Fort Bend County Clerk's File No. 2017137498, of the Official Public Records of Fort Bend County, Texas, being also the southwest corner of that certain tract called 18.35 acres conveyed to Hannover Estates, Ltd., as described in Fort Bend County Clerk's File No. 2018072315, of the Official Public Records of Fort Bend County, Texas, being in the margins of the American Canal and within the 100 foot wide right-of-way dedicated to the Brazos Valley Irrigation Company in Vol. 545, Pg. 846, of the Official Public Records of Fort Bend County, Texas, from which a found 5/8-inch iron rod with an LJA cap bears S02°48'54"E, 50.05 feet, and the most westerly northwest corner of said 18.35 acre tract bears N02°49'22"W, 53.26 feet from which a found a 2-inch iron pipe bears N56°W, 1.86 feet;

THENCE North 89°45'25" East along the north line of said 69.97 acre tract and the south line of said 18.35 acre tract, within the margins of the American Canal, a distance of 1,151.59 feet (1,151.44' grid) to the northwest corner of said 4.587 acre tract, being the southwest corner of said 15.65 acre tract, on the west right-of-way line of Chimney Rock Road (150 feet wide), for the **POINT OF BEGINNING** (N=13,769,335.59; E=3,086,636.77; grid) of the herein described 0.3999 acre tract;

THENCE in a northerly direction, a distance of 57.81 feet, along the west right-of-way line of said Chimney Rock Road, following the arc of a curve to the left having a radius of 1925.00 feet and a central angle of $01^{\circ}43'14''$ (Ch= $N29^{\circ}20'42''E$, 57.81 feet) to an intersect with the north line of said Brazos Valley Irrigation Company right-of-way, for the northwest corner of the herein described parcel, from which a 5/8-inch iron rod with a Tejas cap set for reference on the west right-of-way line of said Chimney Rock Road bears $N28^{\circ}14'01''E$, 16.87 feet;

THENCE North $88^{\circ}54'39''$ East along the north line of said Brazos Valley Irrigation Company right-of-way, crossing said Chimney Rock Road right-of-way, a distance of 170.51 feet to an intersect with the easterly right-of-way line of said Chimney Rock Road, for the northeast corner of the herein described parcel, from which a 5/8-inch iron rod with a Tejas cap set for reference on the east right-of-way line of said Chimney Rock Road bears $N25^{\circ}56'56''E$, 15.32 feet;

THENCE, in a southerly direction, a distance of 59.36 feet, along the east right-of-way line of said Chimney Rock Road, following the arc of a curve to the right, having a radius of 2075.00 feet and a central angle of $01^{\circ}38'21''$ (Ch= $S26^{\circ}58'48''W$, 59.36 feet) to the northeast corner of said 4.587 acre tract and the southeast corner of said 15.65 acre tract, in the middle of the American Canal;

THENCE, continuing in a southerly direction, a distance of 55.45 feet, along the east right-of-way line of said Chimney Rock Road, following the arc of a curve to the right, having a radius of 2075.00 feet and a central angle of $01^{\circ}31'52''$ (Ch= $S28^{\circ}33'54''W$, 55.45 feet) to an intersect with the south line of said Brazos Valley Irrigation Company right-of-way, for the southeast corner of the herein described parcel, from which a 5/8-inch iron rod with a Tejas cap set for reference on the east right-of-way line of said Chimney Rock Road bears $S29^{\circ}55'40''W$, 43.25 feet;

THENCE South $88^{\circ}54'39''$ West along the south line of said Brazos Valley Irrigation Company right-of-way, crossing said Chimney Rock Road right-of-way, a distance of 175.61 feet to an intersect with the westerly right-of-way line of said Chimney Rock Road, for the southwest corner of the herein described parcel, from which a 5/8-inch iron rod with a Tejas cap set for reference on the west right-of-way line of said Chimney Rock Road bears $S30^{\circ}31'30''W$, 40.45 feet;

THENCE North $30^{\circ}31'30''$ East along the west right-of-way line of said Chimney Rock Road, a distance of 48.80 feet to a point of curvature;

THENCE in a northerly direction, a distance of 10.74 feet, along the west right-of-way line of said Chimney Rock Road, following the arc of a curve to the left having a radius of 1925.00 feet and a central angle of $00^{\circ}19'11''$ (Ch= $N30^{\circ}21'54''E$, 10.74 feet) to the POINT OF BEGINNING and containing 0.3999 acres (17,421 square feet) of land, more or less.

Note: This description is accompanied by an Exhibit of even date herewith. All iron rods set with Tejas caps are stamped with "RPLS 4079" and were set in May, 2018.

All distances shown hereon are surface. All coordinates shown hereon are grid. To convert to grid distances, divide by a scale factor = 1.00013. Coordinates are based on GPS observations tied to NGS Marker AW5461 Southport AZ MK (N=13,748,612.77; E=3,087,876.21; Z=64.35; grid/feet).

TEJAS SURVEYING, INC.
Firm No. 10031300
Ph: 281 240-9099
Job No. 61-1501 GCWA Esmt
May 13, 2021



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 more points that are depicted on Exhibit A).*
- 2) *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 GCWA lowest improvement point).*
 - b. *Canal Culver Bridge: Bottom flowline elevation point.*
 - c. *Canal Free Span Bridge: Lowest elevation 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 monuments x, 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 use 11 x 17 sheets. Detail call out(s) / bubble(s) may be used.

NOTE: At least fourteen (14) days prior to the commencement of any construction activity, GCWA must be notified, and an onsite pre-construction coordination meeting must be scheduled.

1. FORT BEND COUNTY MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
 2. CONTRACTOR SHALL NOTIFY FORT BEND COUNTY ENGINEERING DEPARTMENT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND 48 HOUR NOTICE TO ANY CONSTRUCTION ACTIVITY WITHIN THE LIMITS OF THE PAVING AT CONSTRUCTION OF FORT BEND COUNTY TX, GOV.
 3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM FORT BEND COUNTY PRIOR TO COMMENCING CONSTRUCTION OF ANY IMPROVEMENTS WITHIN COUNTY ROAD RIGHT OF WAYS.
 4. ALL PAVING IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FORT BEND COUNTY "RULES, REGULATIONS AND REQUIREMENTS" RELATING TO THE APPROVAL AND ACCEPTANCE OF IMPROVEMENTS IN SUBDIVISIONS AS CURRENTLY AMENDED.
 5. ALL ROAD WIDTHS, CURB RADIUS AND CURB ALIGNMENT SHOWN INDICATES FACE OF CURB.
 6. A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
 7. ALL CONCRETE PAVEMENT SHALL BE 5 1/2 SACK CEMENT WITH A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS, TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT EACH CURB RETURN AND AT A MAXIMUM SPACING OF 60 FEET.
 8. ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
 9. 4"x12" REINFORCED CONCRETE CURB SHALL BE PLACED IN FRONT OF SINGLE FAMILY LOTS ONLY. ALL OTHER AREAS SHALL BE 6" REINFORCED CONCRETE CURB.
 10. AT ALL INTERSECTION LOCATIONS, TYPE 7 RAMPS SHALL BE PLACED IN ACCORDANCE WITH TEXAS DOT PED 18 STANDARD DETAIL SHEET. A.D.A. - HANDICAP RAMPS SHALL BE INSTALLED WITH STREET PAVING AT ALL INTERSECTIONS AND COMPLY WITH CURRENT A.D.A. REGULATIONS.
 11. CURB HEADERS ARE REQUIRED AT CURB CONNECTIONS TO HANDICAP RAMPS, WITH NO CONSTRUCTION JOINT WITHIN 5' OF RAMPS.
 12. ALL INTERSECTIONS UTILIZING TRAFFIC CONTROL MEASURES SHALL HAVE A.D.A. WHEEL CHAIR RAMPS INSTALLED.
 13. GUIDELINES ARE SET FORTH IN THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AS CURRENTLY AMENDED, SHALL BE OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING DEVICES, ETC., DURING CONSTRUCTION BOTH DAY AND NIGHT.
 14. ALL R1-1 STOP SIGNS SHALL BE A MINIMUM OF 30"x30" WITH DIAMOND GRADE SHEETING PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 15. STREET NAME SIGNAGE SHALL BE ON A 9" HIGH SIGN FLAT BLADE W/REFLECTIVE GREEN BACKGROUND. STREET NAMES SHALL BE UPPER AND LOWERCASE LETTERING WITH UPPERCASE LETTERS OF 6" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM. THE LETTERS SHALL BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL BE MOUNTED ON STOP SIGN POST.
 16. A BLUE DOUBLE REFLECTORIZED BUTTON SHALL BE PLACED AT ALL FIRE HYDRANT LOCATIONS. THE BUTTON SHALL BE PLACED 12 INCHES OFF OF THE CENTERLINE OF THE STREET ON THE SAME SIDE AS THE HYDRANT.
 17. THE PROJECT AND ALL PARTS THEREOF SHALL BE SUBJECT TO INSPECTION FROM TIME TO TIME BY INSPECTORS DESIGNATED BY FORT BEND COUNTY. NO SUCH INSPECTIONS SHALL RELIEVE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREUNDER. NEITHER FAILURE TO INSPECT NOR FAILURE TO DISCOVER OR REJECT ANY OF THE WORK AS NOT IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, REQUIREMENTS AND SPECIFICATIONS OF FORT BEND COUNTY OR ANY PROVISION OF THIS PROJECT SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR TO RELIEVE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HERE UNDER.
 18. 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.
- NOTE: FORT BEND COUNTY NOTES SUPERSEDE ANY CONFLICTING NOTES.
- GULE COAST WATER AUTHORITY (GCWA) NOTES
1. GCWA MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
 2. CONTRACTOR SHALL NOTIFY GCWA PROJECT MANAGER MR. PATRICK DONAHY AT 409.799.1811 OR AN ALTERNATE CONTACT GCWA ASSISTANT GENERAL MANAGER MR. ERIC WILSON AT 713-851-4057 SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN AMERICAN CANAL.
 3. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN THE MONTHS OF OCTOBER 15TH TO MARCH 15TH.
 4. A CROSSING AGREEMENT MUST BE EXECUTED BY GCWA PRIOR TO ANY CONSTRUCTION ACTIVITIES BEING CONDUCTED IN AMERICAN CANAL.
 5. GCWA MAY REQUIRE THE CONTRACTOR HALT OR REMOVE CONSTRUCTION MEASURES IN THE EVENT OF AN IMPENDING SEVERE WEATHER EVENT.

NOTE: FORT BEND COUNTY NOTES SUPERSEDE ANY CONFLICTING NOTES.

GULF COAST WATER AUTHORITY (GCWA) NOTES:

1. GCWA MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
2. CONTRACTOR SHALL NOTIFY GCWA PROJECT MANAGER MR. PATRICK DONART AT 409.795.0745 OR AS AN ALTERNATE CONTACT GCWA ASSISTANT GENERAL MANAGER MR. ERIC WILSON AT 713-851-4057 SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES ON AMERICAN CANAL.
3. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN THE MONTHS OF OCTOBER 15TH TO MARCH 15TH.
4. A CROSSING AGREEMENT MUST BE EXECUTED BY GCWA PRIOR TO ANY CONSTRUCTION ACTIVITIES BEING CONDUCTED IN AMERICAN CANAL.
5. GCWA MAY REQUIRE THE CONTRACTOR HALT OR REMOVE CONSTRUCTION MEASURES IN THE EVENT OF AN IMPENDING SEVERE WEATHER EVENT.

EXCAVATION NOTES:

NOTE 1: DRAIN SURFACE WATER, EXCAVATE, AND REPLACE WITH SUITABLE MATERIAL PER SPECIAL ROADWAY EXCAVATION (SPECIFICATION - ITEM 110.3). ALL EXCAVATED MATERIAL BETWEEN STATION 89+00 AND STATION 101+00 SHALL BE DRIED AND BLENDED AT A RATIO OF AT LEAST 1:1 WITH UNCONTAMINATED SOIL TO CREATE A SUITABLE MATERIAL (ADDITIONAL UNCONTAMINATED SOIL EXCEEDING 1:1 RATIO MAY BE REQUIRED). ALL BLENDED EXCAVATED SOIL MUST REMAIN WITHIN THE PROJECT LIMITS. ALTERNATIVELY, BLENDING EXCAVATED SOIL MAY BE STOCKPILED ON IMMEDIATELY ADJACENT LAND WITH THAT OWNER'S PERMISSION.

STORM SEWER NOTES

ST-1. ALL STORM SEWER CONSTRUCTION SHALL MEET THE REQUIREMENTS OF FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT (WHEN APPLICABLE).

ST-2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE, A.S.T.M. C-76, CLASS III (MINIMUM) OR POLYETHYLENE (PE) CORRUGATED WALL PIPE OF EQUAL SIZE. THE PIPE SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH THE DETAILS AND FORT BEND COUNTY DRAINAGE DISTRICT CRITERIA. ALL REINFORCED CONCRETE PIPE 42-INCH DIAMETER AND GREATER SHALL HAVE WATER-TIGHT RUBBER GASKET JOINTS. CONTRACTOR MAY USE TAL-COAT OR EQUAL FOR PIPE JOINTS WITH PIPE LESS THAN 42" DIAMETER. STORM SEWER SHALL BE BACKFILLED WITH SELECT FILL MATERIAL, OR AS OTHERWISE REQUIRED, COMPACTED TO 95% STANDARD PROCTOR COMPACTION, ASTM D-698, IN ACCORDANCE WITH THE DETAILS. CONTRACTOR SHALL USE MECHANICAL ROLLER OR MECHANICAL TAMPER IN COMPACTING ALL BACKFILL FOR PROJECT.

ST-3. ALL STORM SEWER STRUCTURES SUCH AS MANHOLES AND INLETS SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND. CEMENT STABILIZED SAND BACKFILL SHALL EXTEND A MINIMUM OF TWENTY FOUR INCHES (24") FROM THE OUTSIDE WALL OF ALL STRUCTURES (1-1/2 SACKS OF CEMENT PER CUBIC YARD)

ST-4, AREAS WITHIN THE RIGHT OF WAY SHALL GRADED TO INTERCEPT STORM RUNOFF AND POSITIVELY DRAIN TOWARD INLETS AND/OR STREET CURBS. CONTRACTOR SHALL PROVIDE MATERIALS, LABOR, AND EQUIPMENT TO PERFORM ALL GRADING OPERATIONS. (NO ADDITIONAL PAYMENT)

ST-5. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING CULVERTS AND STORM SEWER PIPE OFF-SITE TO SUITABLE LANDFILL SITE OR APPROVED EQUAL. (BID ITEM PROVIDED)

ST-6. ADJUST ALL STORM MANHOLES, INLETS AND STRUCTURES TO MATCH FINISHED GRADE ELEVATIONS.

ST-7. ALL PRECAST CONCRETE STRUCTURES SHALL BE REINFORCED AND SHALL BE DESIGNED TO WITHSTAND AASHTO H-20 LOADINGS.

ST-8. PRECAST REINFORCED CONCRETE BOX SEWER SHALL MEET THE REQUIREMENTS OF ASTM C-1433 FOR THE PROPOSED INSTALLATION. CONTRACTOR SHALL PROVIDE BOX LAYOUT PLAN FOR APPROVAL PRIOR TO INITIATING CONSTRUCTION OF THE BOX.

SST-9. CONTRACTOR SHALL CUT AND CAP ANY IRRIGATION PIPES WITHIN SPRINKLER SYSTEM, IN THE PUBLIC ROW, THAT ARE FOUND IN CONFLICT WITH PROPOSED CONSTRUCTION, AT NO ADDITIONAL COST TO THE FORT BEND COUNTY.

ST-10. CONTRACTOR TO RESTORE LANDSCAPE DISTURBED WITHIN PROJECT AREA AS BEST AS POSSIBLE DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE FORT BEND COUNTY.

LIQUIDATED DAMAGES

A PORTION OF THE PROJECT MAY BE SUBJECT TO FLOODING OR INUNDATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DE-WATER OR OTHERWISE TO PROTECT THE WORK SO THAT THE WORK MAY PROCEED UNHINDERED.

NO.	DATE	REVISION	APPROVED	

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND NOT
FOR CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER
TZARINKEL ENGINEERING SERVICES, INC.
FIRM REGISTRATION NO. F-4270
(MICHAEL J. BAUSTAD), P.E.
TEXAS REGISTRATION NO. (81193)
12/7/2023

FOR BEND COUNTY



Zarinkel
Engineering Services, Inc.

CHIMNEY ROCK ROAD-SEGMENT 2

FORT BEND COUNTY

GENERAL NOTES

SHEET 1 OF 3

SHEET 03 OF 216

DRAWN: JG	HORIZ SCALE:
DESIGNED: MB	VERT SCALE:

CHECKED: MB	DATE: 12/7/2023
APPROVED: GZ	SHEET NO:

CONTRACT: 20202

PROJECT CONSTRUCTION NOTES		James Gilbert 11/9/52 AM FILE: Z:\Fort Bend County Projects\Fort Bend County Chimney Rock\CA05-SEGMENT 2\05-G002-005 CONSTRUCTION AND UTILIZATION\PLT\FG\ULSHESR-FGASTON.plt	DATE: 12/7/2023
GENERAL NOTES			
G-1. CONTRACTOR SHALL NOTIFY ALL UTILITY AND PIPELINE COMPANIES IN THE AREA AT LEAST 72 HOURS IN ADVANCE OF COMMENCING WORK. CONTRACTOR SHALL PROVIDE NOTIFICATION CONFIRMATION TICKETS FOR TEXAS ONE-CALL (1-800-245-4545) AND TEXAS EXCAVATION SAFETY SYSTEM (1-800-344-8377).			
G-2. AT&T TEXAS/SWBT FACILITIES			
1. 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.			
2. THE CONTRACTOR SHALL CALL 1-800-344-8377 (TEXAS 811) A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.			
3. 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 FACILITIES.			
4. WHEN AT&T TEXAS/SWBT FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.			
5. THE PRESENCE OR ABSENCE OF AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA.			
6. PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER KEVIN RAY AT (713)614-1983 OR E-MAIL HIM AT k77896@att.com, IF CABLE LOCATE REQUEST ARE NOT COMPLETED FOR OUR AT&T TEXAS/SWBT FACILITIES.			
G-3. CENTERPOINT ENERGY: CAUTION: UNDERGROUND GAS FACILITIES			
1. 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.			
2. WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 207-5463 OR (713) 945-8037 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.			
3. WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.			
4. WHEN CENTERPOINT FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.			
5. FOR EMERGENCIES REGARDING GAS LINES CALL (713) 659-3552 OR (713) 207-4200.			
6. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.			
WARNING: OVERHEAD ELECTRICAL LINES			
1. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:			
2. ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES, AND			
3. OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.			
4. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. 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.			
5. ACTIVITIES ON/OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY, NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-6348 OR (713) 207-5769.			
G-4. COMCAST CONTRACTOR SHALL NOTIFY COMCAST (713)462-1900 AT LEAST 72 HOURS BEFORE COMMENCING WORK TO LOCATE EXISTING UNDERGROUND CABLE.			
G-5. EXISTING UNDERGROUND FACILITIES ARE INDICATED BASED ON BEST AVAILABLE INFORMATION. ACTUAL LOCATIONS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS. UTILITY SERVICE CONNECTION LINES ARE NOT SHOWN ON THE DRAWINGS. OVERHEAD LINES MAY NOT BE SHOWN ON THE DRAWINGS.			
G-6. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING UTILITIES, INCLUDING SERVICE LINES, IN THE PROJECT AREA, PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES AND PIPELINE COMPANIES TO LOCATE EXISTING FACILITIES, INCLUDING DIGGING TEST HOLES TO DETERMINE THE ACTUAL LOCATIONS. CONTRACTOR SHALL OBTAIN ELEVATIONS ON THE EXISTING LINES AND IDENTIFY POTENTIAL CONFLICTS. CONTRACTOR SHALL COORDINATE RELOCATION OF CONFLICTING FACILITIES IN ADVANCE OF CONSTRUCTION.			
G-7. WATER FOR CONSTRUCTION WILL BE MADE AVAILABLE FROM A FIRE HYDRANT(S) AT LOCATION(S) APPROVED BY THE DISTRICT. THE CONTRACTOR SHALL OBTAIN A TEMPORARY METER FROM THE DISTRICT. THE WATER WILL BE PAID FOR IN ACCORDANCE WITH THE DISTRICT'S WATER RATE ORDER.			
G-8. OPERATION OF ALL EXISTING WATER VALVES SHALL BE SOLELY BY THE DISTRICT OPERATORS. CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 24 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY REQUIRING DISTRICT INVOLVEMENT.			
G-9. COUNTY WILL PROVIDE BASELINE AND TEMPORARY BENCHMARKS ON SITE. CONTRACTOR TO BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AT NO COST TO FORT BEND COUNTY.			
G-10. CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES. ANY PROPERTY DAMAGE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION PRIOR TO CONSTRUCTION AT NO COST TO FORT BEND COUNTY.			
G-11. EXCESS SOIL MATERIAL FROM EXCAVATION WILL BE REMOVED AND DISPOSED OF PROPERLY OFFSITE.			
G-12. TREE ROOTS AND LIMBS ON TREES THAT WILL REMAIN SHALL BE PROTECTED OR TRIMMED PROPERLY AND CUTS SHALL BE COATED AS APPROVED BY THE ENGINEER			
G-13. THESE PLANS, AS PREPARED BY ZARINKELK ENGINEERING SERVICES, INC. DO NOT EXTEND TO OR INCLUDE THE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER HERON DOES NOT EXTEND TO ANY SUCH SYSTEMS THAT MAY BE REQUIRED FOR CONSTRUCTION OR MAY BE INCORPORATED INTO THE PROJECT. THE CONTRACTOR SHALL PREPARE OR OBTAIN APPROPRIATE SAFETY SYSTEMS AS REQUIRED FOR COMPLIANCE WITH TEXAS HEALTH AND SAFETY CODE, CHAPTER 736, SUB CHAPTER C TRENCH SAFETY AND CURRENT O.S.H.A. STANDARDS FOR TRENCH SAFETY.			
G-14. CONTRACTOR SHALL CAREFULLY REMOVE, SALVAGE, AND REINSTALL EXISTING MAILBOXES THAT ARE NOT OTHERWISE REPLACED. (BID ITEM PROVIDED)			

G-15. DELIVERY TICKETS FOR ALL MATERIALS (E.G., CONCRETE, LIME, CEMENT STABILIZED SAND, ETC.) SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE FOR REVIEW BY THE ENGINEER, UPON WRITTEN REQUEST.		THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. RESPONSIBLE ENGINEER: ZARINKELK ENGINEERING SERVICES, INC. TBPE FIRM REGISTRATION NO. F-4270 (MICHAEL J. BAGSTAD), P.E. TEXAS REGISTRATION NO. (81193) 12/7/2023
G-16. CONTRACTOR SHALL INSTALL AND MAINTAIN STORM WATER POLLUTION CONTROLS FOR THE DURATION OF THE PROJECT.		
G-17. CONTRACTOR SHALL INSTALL AND MAINTAIN APPROVED CONSTRUCTION TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLANS FOR THE DURATION OF THE PROJECT.		Zarinkelk Engineering Services, Inc.
G-18. UPON THE COMPLETION OF THE PROJECT AND PRIOR TO FINAL RELEASE OF RETAINAGE, THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS RELATED TO PROJECT RECORD . (NO SEPARATE PAY)		
G-19. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE COUNTY AND THE ENGINEER.		FORT BEND COUNTY
G-20. CONTRACTOR SHALL PROTECT ALL UTILITIES, SIDEWALKS, PAVEMENT, ETC. AND SHALL REPAIR OR REPLACE ANY FACILITIES DAMAGED DURING CONSTRUCTION. EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO COUNTY STANDARDS.		
G-21. THE QUANTITY OF STREET EXCAVATION IN THE CONTRACT DOCUMENTS IS ESTIMATED BASED UPON EXISTING TOPOGRAPHY PRIOR TO UTILITY AND/OR STORM SEWER CONSTRUCTION. THE CONTRACTOR SHALL SEPARATELY INCLUDE ANY CONSIDERATION FOR EXCESS SPOIL INCIDENTAL TO OTHER ITEMS IN THE PROJECT. THERE WILL BE NO SEPARATE PAYMENT FOR THE CONTRACTOR TO HANDLE EXCESS SPOIL ON SITE.		617 CAROLINE ST Houston, Texas 77002 Ph: 832.242.2426 Fax: 832.242.2425 Firm Reg: F-5042070
G-22. CONTRACTOR SHALL COVER OPEN EXCAVATION DURING NON-WORKING HOURS WITH STEEL PLATES ANCHORED PROPERLY.		
G-23. CONCRETE RIP RAP SHALL BE 80 TO 150 POUND EVENLY GRADED RIP RAP, BROKEN CONCRETE 16 INCHES THICK MINIMUM PER STONE AND NO EXPOSED REBAR) MEETING FORT BEND COUNTY DRAINAGE DISTRICT SPECIFICATIONS.		CHIMNEY ROCK ROAD-SEGMENT 2 CONSTRUCTION AND UTILITY GENERAL NOTES SHEET 3 OF 3
G-24. ALL AREAS DISTURBED BY CONSTRUCTION AND NOT COVERED BY PAVEMENT OR STRUCTURES SHALL BE HYDRO MULCHED AND WATERED UNTIL VEGETATION ESTABLISHMENT.		
G-25. STREET NAME SIGNS SHALL BE LOCATED AT ALL INTERSECTIONS. CONTRACTOR SHALL VERIFY THE STREET NAME WITH RECORDED PLAT. STOP SIGNS AND OTHER TRAFFIC SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE PLANS AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".		DRAWN: JG DESIGNED: MB CHECKED: MB APPROVED: GZ
G-26. ALL STRIPING SHALL BE REFLECTORIZED, PERMANENT PREFABRICATED, THERMOPLASTIC PAVEMENT MARKINGS MEETING THE MINIMUM REQUIREMENTS OF TxDOT, DMS-8240, TYPE A OR B, INSTALLED IN ACCORDANCE WITH TxDOT STANDARD SPECIFICATION ITEM 668. CENTERLINE STRIPES, STOP BARS AND MISCELLANEOUS MARKINGS SHALL HAVE A MINIMUM THICKNESS OF 90 MILS. LANE DELINEATION AND ROAD EDGE STRIPES SHALL HAVE A MINIMUM THICKNESS OF 60 MILS. ALL STRIPING SHALL BE INSTALLED DOUBLE ADHESIVE AS REQUIRED BY FORT BEND COUNTY. RAISED PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TxDOT AND FORT BEND COUNTY STANDARDS.		
G-27. CONTRACTOR UNDERSTANDS THAT MOVING HEAVY CONSTRUCTION EQUIPMENT ACROSS THE PIPELINE AND/OR THE EASEMENT CAN DAMAGE THE PIPELINE, THEREBY POSING A THREAT TO THE ENVIRONMENT AND THE SAFETY OF PERSONS IN THE VICINITY AND THE PUBLIC. AT THE COMPANY'S REPRESENTATIVE'S DISCRETION, WHEREVER CONTRACTOR IS INTENDING TO CROSS THE PIPELINE AND/OR THE EASEMENT WITH HEAVY EQUIPMENT, CONTRACTOR WILL PLACE EIGHT INCH (8") MATTING OR OTHER SUITABLE MATERIAL OVER THE PIPELINE.		NO. DATE REVISION APPROVED
NOTE: IT IS THE RESPONSIBILITY OF CONTRACTOR TO CONFIRM THAT EIGHT INCH (8") MATTING IS CONSTRUCTED IN A MANNER THAT WILL SUSTAIN PROPOSED HEAVY EQUIPMENT, NO MEDIUM TO LARGE VIBRATORY COMPACTION EQUIPMENT IS ALLOWED WITHIN MINIMUM TEN FEET (10') FROM THE PIPELINE, ONLY WALK-BEHIND VIBRATORY ROLLERS/COMPACTORS ARE ALLOWED. CONTRACTOR WILL MAINTAIN A MINIMUM OF FIVE FEET (5') OF STABLE SOIL COVER OVER THE TOP OF THE PIPELINE AT LOCATIONS WHERE CONSTRUCTION OR MAINTENANCE ACTIVITIES WILL TAKE PLACE OVER THE PIPELINE. ALL WORK TO CONSTRUCT AND REMOVE TEMPORARY CROSSINGS OVER UTILITY EASEMENT SHALL BE INCIDENTAL TO THE BID ITEMS ROADWAY EXCAVATION AND BORROW.		
G-28. CLEARING AND GRUBBING HAS BEEN STARTED ON THIS PROJECT BUT NOT COMPLETED. THE PREVIOUS CONTRACTOR PROVIDED SOME CLEARING & GRUBBING, AND EARTHWORK ALONG THE ALIGNMENT THAT HAS BEEN REFLECTED IN THE BID QUANTITIES. THE CONTRACTOR WILL NEED TO ASSESS THE PROJECT SITE PRIOR TO BIDDING TO DETERMINE THE AMOUNT OF WORK TO BE COMPLETED.		12/7/2023
G-29. A TEMPORARY CULVERT CROSSING MAY BE INSTALLED OVER THE AMERICAN CANAL USING 3 CORRUGATED METAL PIPES(CMP) AND FILL MATERIAL TO HAUL ROADWAY EMBANKMENT TO THE PROJECT SITE. CARE SHALL BE TAKEN TO INSTALL THE CMP TO PROPER FLOW ELEVATIONS AND TO MAINTAIN WATER FLOW AT ALL TIMES. THE CONTRACTOR MUST ALLOW FORT BEND COUNTY AND GCWA TO INSPECT THE TEMPORARY CROSSING.		
THE CONTRACTOR SHALL PROVIDE ANY IMPROVEMENTS TO THE TEMPORARY CROSSING AT FORT BEND COUNTY'S REQUEST AT NO EXPENSE TO THE COUNTY. THE TEMPORARY CROSSING MUST BE REMOVED AFTER THE COMPLETION OF THE FIRST BRIDGE CROSSING. ALL WORK TO CONSTRUCT AND REMOVE TEMPORARY CROSSINGS OVER AMERICAN CANAL SHALL BE INCIDENTAL TO THE VARIOUS BID ITEMS FOR THE BRIDGE CROSSINGS OVER AMERICAN CANAL.		SHEET NO:
G-30. CONTRACTOR MAY EXCAVATE FILL MATERIAL FOR ROADWAY EMBANKMENT FROM A NEARBY PROPOSED DETENTION POND. CONTRACTOR MUST COORDINATE ALL ACTIVITIES WITH FORT BEND COUNTY PRIOR TO ACCESSING THE PROPOSED POND SITE. THE SITE MUST BE RESTORED TO EQUAL OR BETTER CONDITION AFTER ALL MATERIAL IS REMOVED. ALL WORK TO CONSTRUCT ROADWAY EMBANKMENT WITH OFF SITE MATERIAL SHALL BE INCIDENTAL TO THE BID ITEM BORROW.		
NOTE FOR KINDER MORGAN PIPELINE:		SHEET NO:
KINDER MORGAN WILL REQUIRE THE CONSTRUCTION CONTRACTOR FOLLOW THE GUIDELINES FOR DESIGN AND CONSTRUCTION NEAR KINDER MORGAN OPERATED FACILITIES AND NOTIFY THE KINDER MORGAN MISSOURI CITY TEXAS OPERATIONS OFFICE AT 281-886-1802 AND ISSUE A "TEXAS ONE CALL" PHONE NO. 811 TO SCHEDULE A KINDER MORGAN DAMAGE PREVENTION INSPECTOR TO MEET WITH YOU OR YOUR REPRESENTATIVE ON LOCATION TO PROBE AND MARK THE LINE LOCATION.		
IF YOU NEED TO HAVE THE PIPELINE MARKED AND/OR PROBED FOR DEPTH TO COMPLETE DESIGN, PLEASE CONTACT THE KINDER MORGAN MISSOURI CITY TEXAS OPERATIONS OFFICE AT 281-886-1802 AND ISSUE A "TEXAS ONE CALL" PHONE NO. 811 TO SCHEDULE A KINDER MORGAN DAMAGE PREVENTION INSPECTOR TO MEET WITH YOU OR YOUR REPRESENTATIVE ON LOCATION TO PROBE AND MARK THE LINE LOCATION.		SHEET NO:
NOTES FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES:		
1. THE ROADSIDE DITCHES, SWALES, UNDERGROUND STORM SEWER SYSTEMS WITHIN FORT BEND COUNTY ROW LIMITS WILL BE MAINTAINED BY FORT BEND COUNTY UPON COMPLETION OF THE CONSTRUCTION AND FINAL ACCEPTANCE.		SHEET NO:

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

NOTES

- 1 PROPOSED 8" REINFORCED CONCRETE PAVEMENT.
- 2 REMOVE AND DISPOSE OF EXISTING STORM DRAIN SEWER.
- 3 REMOVE AND DISPOSE OF EXISTING STORM MANHOLE, INLET.
- 4 PROPOSED 6" CURB.
- 5 PUC- POTENTIAL UTILITY CONFLICT.
- 6 REMOVE AND DISPOSE OF EXISTING FENCE.
- 7 SAWCUT, REMOVE AND DISPOSE OF EXIST. PVMT WITH OR W/O CURB.
- 8 SAWCUT, REMOVE AND DISPOSE OF EXIST. CONC. CURB.
- 9 SAWCUT, REMOVE AND DISPOSE OF STIDEWALK, AND RAMPS.
- 10 PROP 5' WIDE 4.5" THK CONC. STIDEWALK.
- 11 REMOVE AND DISPOSE EXIST. SIGNS.
- 12 REMOVE AND RELOCATE EXIST. FIRE HYDRANT, LEAD AND WV.
- 13 ADJUST MANHOLE, WATER VALVE TO PROP. GRADE.
- 14 PROP CONCRETE HEADER
- 15 PROP MBGF WITH END/TERMINAL SECTION
- 16 PROP CONCRETE CHANNEL LINING FOR SLOPE PROTECTION

TRAFFIC DIRECTION ARROW
GRADE 1 RIPRAP 18" THICK
PROFILE LEGEND:
(E) ROW
(W) ROW
EXISTING

NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND NOT
FOR CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.
ZARINKELK ENGINEERING SERVICES, INC.
RESPONSIBLE ENGINEER:
TBPE FIRM REGISTRATION NO. F-4270
(MICHAEL J. BAGSTAD, P.E.)
TEXAS REGISTRATION NO. (81193)
11/30/2023

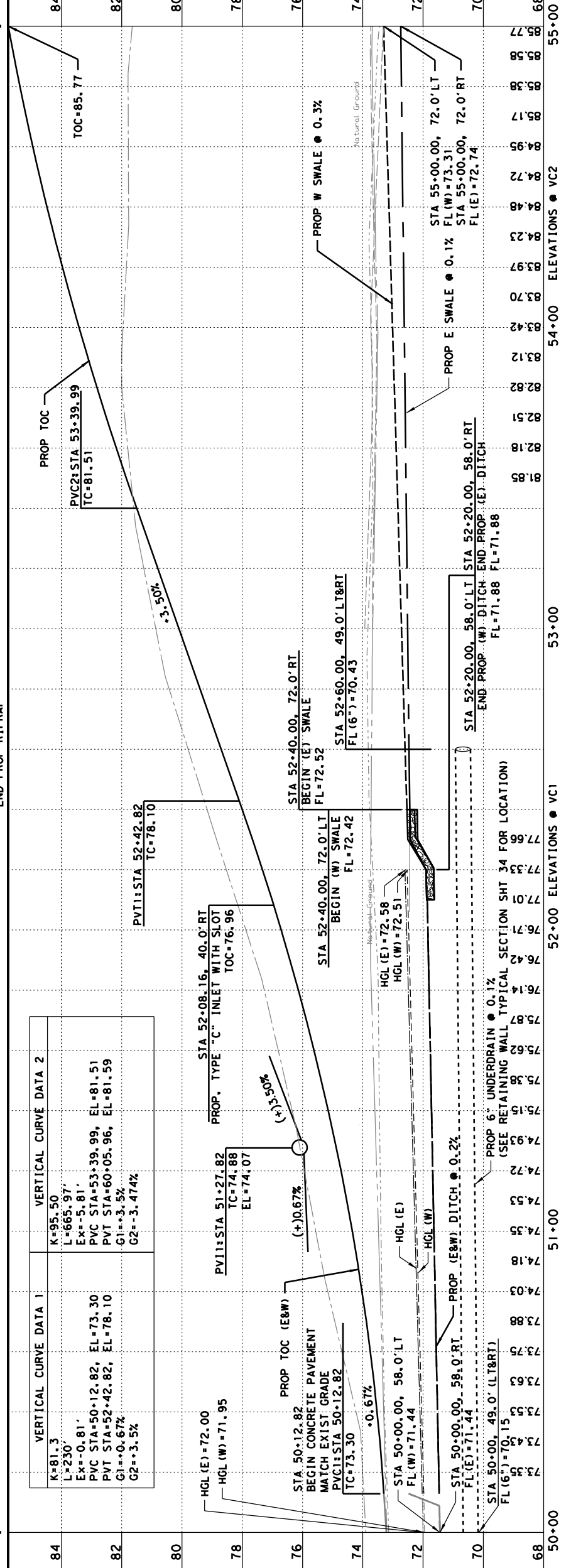
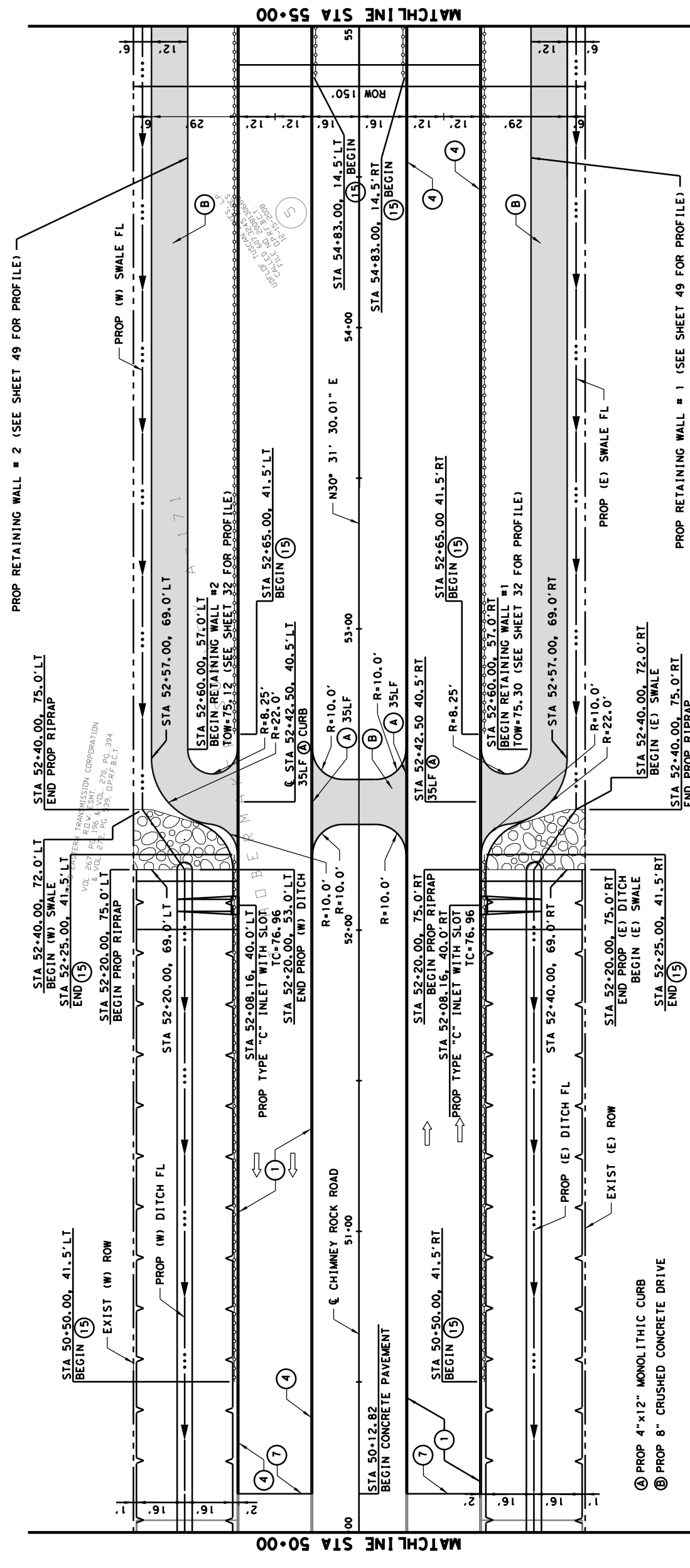
FORT BEND COUNTY

Zarinkelk
Engineering Services, Inc.
617 CAROLINE ST
Houston, Texas 77002
Ph: 832.242.2426
Fax: 832.242.2426
Firm Reg. F-004270

CHIMNEY ROCK ROAD-SEGMENT 2

PLAN AND PROFILE
STA 50+00 TO STA 55+00
SHEET 17 OF 216

DRAWN: JG	HORIZ SCALE: 1"=20'
DESIGNED: MB	VERT SCALE: 1"=2'
CHECKED: MB	DATE: 11/30/2023
APPROVED: GZ	SHEET NO:
CONTRACT: 20202	



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

NOTES

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- 3 REMOVE AND DISPOSE OF EXISTING STORM MANHOLE, INLET.
- 4 PROPOSED 6" CURB.
- 5 PUC- POTENTIAL UTILITY CONFLICT.
- 6 REMOVE AND DISPOSE OF EXISTING FENCE.
- 7 SAWCUT, REMOVE AND DISPOSE OF EXIST. PVMT WITH OR W/O CURB.
- 8 SAWCUT, REMOVE AND DISPOSE OF EXIST. CONC. CURB.
- 9 SAWCUT, REMOVE AND DISPOSE OF SIDEWALK, AND RAMPS.
- 10 PROP 5' WIDE 4.5" THK CONC. SIDEWALK.
- 11 REMOVE AND DISPOSE EXIST. SIGNS.
- 12 REMOVE AND RELOCATE EXIST. FIRE HYDRANT, LEAD AND WV.
- 13 ADJUST MANHOLE, WATER VALVE TO PROP. GRADE.
- 14 PROP CONCRETE HEADER
- 15 PROP MBGF WITH END/TERMINAL SECTION
- 16 PROP CONCRETE CHANNEL LINING FOR SLOPE PROTECTION

TRAFFIC DIRECTION ARROW
GRADE 1 RIPRAP 18" THICK
PROFILE LEGEND:
(E) ROW
(W) ROW
EXISTING

NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND NOT
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OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER:
ZARINKELK ENGINEERING SERVICES, INC.
TBPE FIRM REGISTRATION NO. F-4270
(MICHAEL J. BAGSTAD, P.E.)
TEXAS REGISTRATION NO. (81193)
11/30/2023

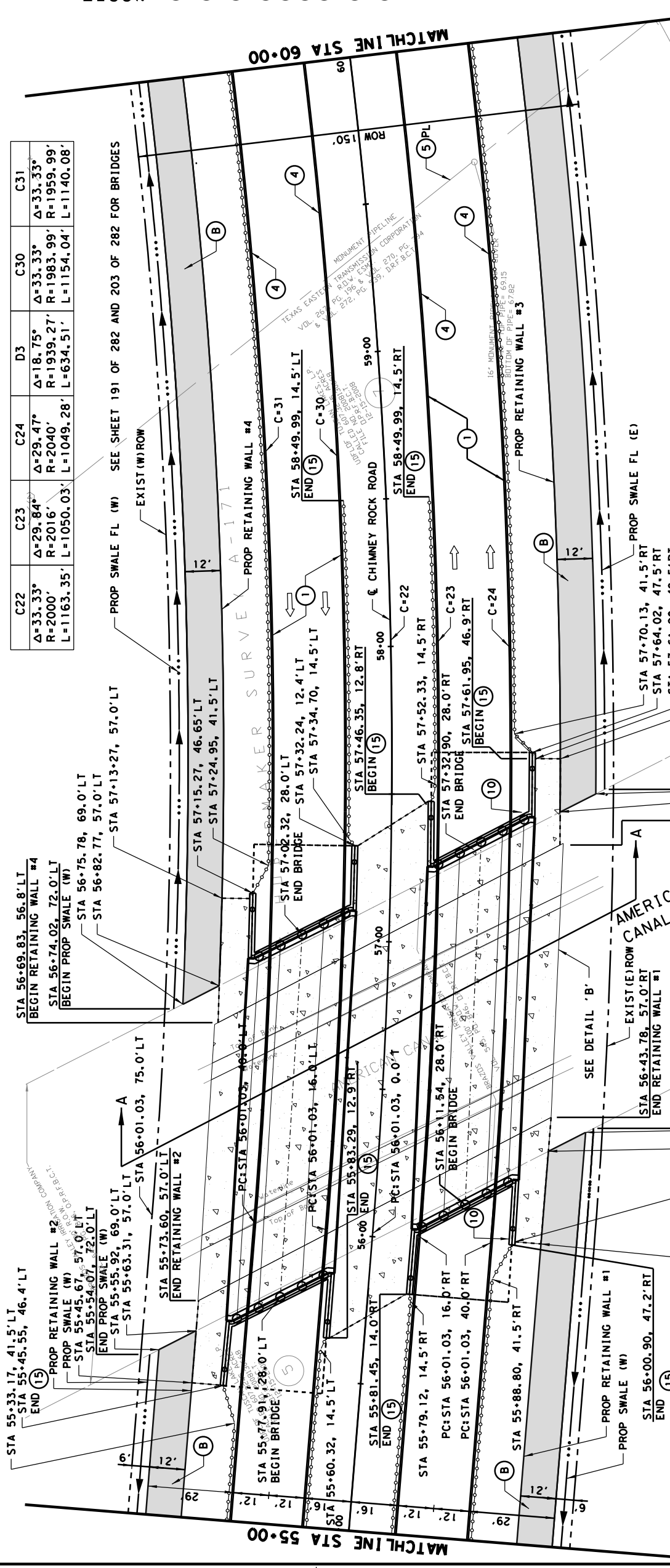
FORT BEND COUNTY



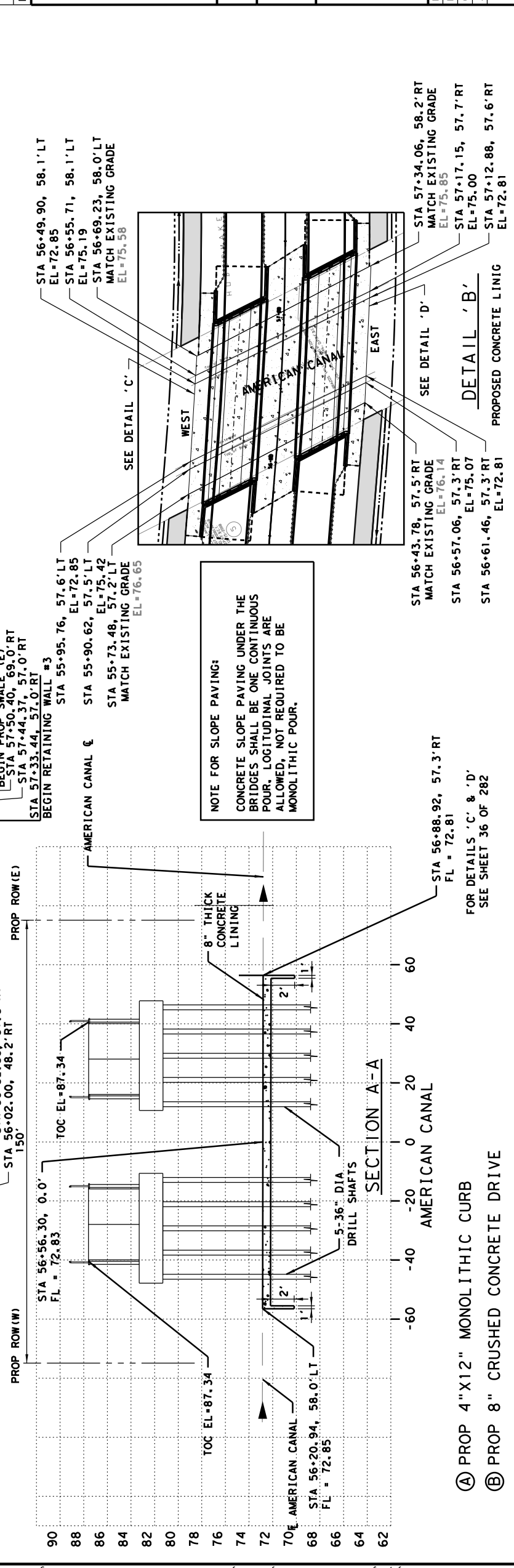
CHIMNEY ROCK ROAD-SEGMENT 2

PLAN
STA 55+00 TO STA 60+00

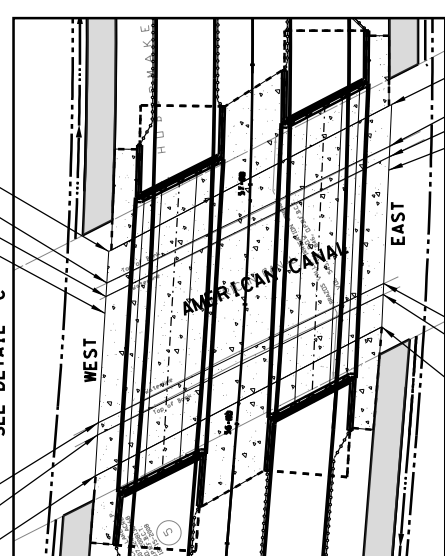
DRAWN: JG	SHEET 18 OF 216
DESIGNED: MB	HORIZ SCALE: 1"=20'
CHECKED: MB	VERT SCALE: 1"=2'
APPROVED: GZ	DATE: 11/30/2023
CONTRACT: 20202	SHEET NO:



PL = UNDERGROUND EXIST. PIPELINE
SEE SHEET 49 FOR PROFILE FOR RETAINING WALL #1 & #2
SEE SHEET 50 FOR PROFILE FOR RETAINING WALL #3 & #4



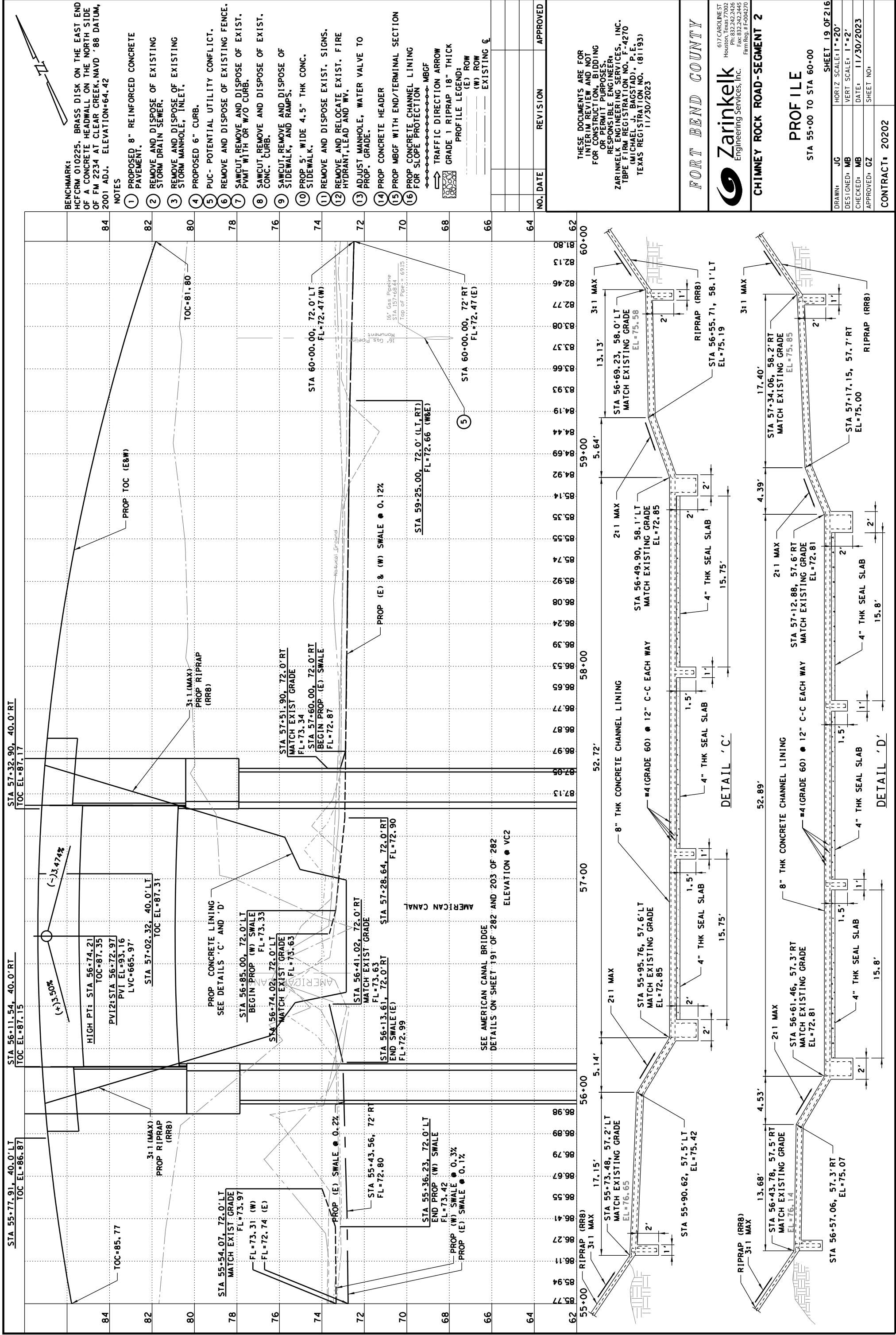
NOTE FOR SLOPE PAVING:
CONCRETE SLOPE PAVING UNDER THE
BRIDGES SHALL BE ONE CONTINUOUS
POUR. LONGITUDINAL JOINTS ARE
ALLOWED, NOT REQUIRED TO BE
MONOLITHIC POUR.

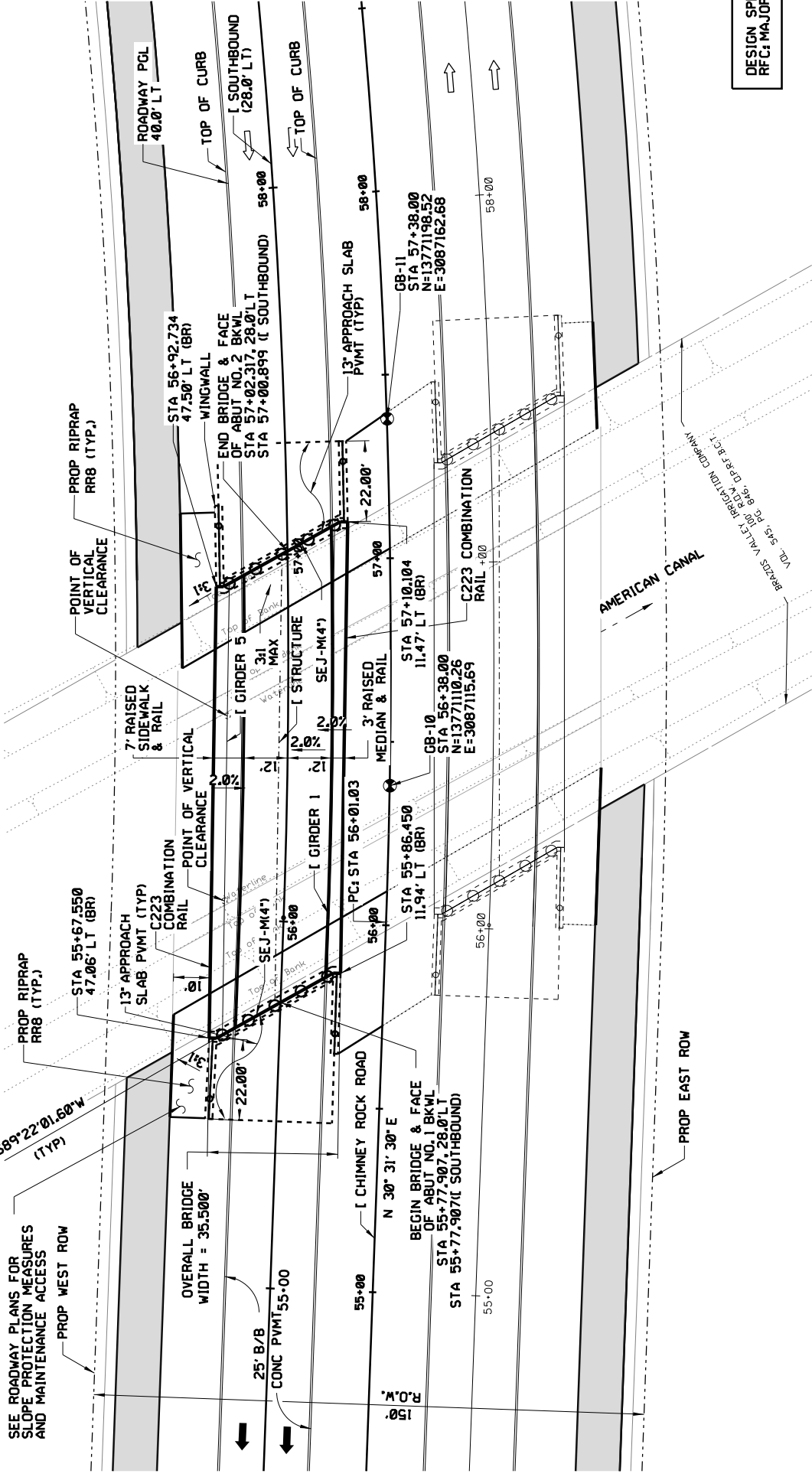


A PROP 4"X12" MONOLITHIC CURB

B PROP 8" CRUSHED CONCRETE DRIVE

FOR DETAILS 'C' & 'D'
SEE SHEET 36 OF 282

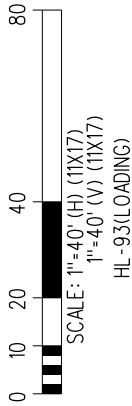




GENERAL NOTES:

1. DESIGNED IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION (2017) AND CURRENT INTERIMS FOR HL93 LOADING.
2. BEAM END CONDITIONS:
O - DENOTES DOWEL AT EXTERIOR BEAMS.
3. ~~Ø~~ DENOTES SOIL BORING LOCATION. FOR BORING LOG INFORMATION, SEE "BORING LOG" SHEETS.
4. LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION PRIOR TO CONSTRUCTION. SEE BRIDGE TYPICAL SECTION SHEET FOR DETAILS OF BRIDGE SECTION.
5. SEE BENT DETAIL SHEETS FOR COLUMN HEIGHTS.
6. STATIONS AND ELEVATIONS SHOWN SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY AND/OR CORRECT ALL GRADES, DIMENSIONS AND ELEVATIONS PRIOR TO FABRICATION OF ANY BRIDGE ELEMENT. MODIFICATIONS OR FIELD ADJUSTMENTS ARE TO BE APPROVED BY THE ENGINEER.
7. STATIONS AND OFFSETS ARE FROM CHIMNEY ROCK ROAD CENTERLINE UNLESS SHOWN OTHERWISE.
8. ALL DIMENSIONS ARE FROM CENTER LINE OF STRUCTURE UNLESS OTHERWISE SPECIFIED.
9. REFER TO ROADWAY PLAN & PROFILE SHEETS FOR ROADWAY AND DITCH DETAILS.
10. BRIDGE PGL = ROADWAY PGL - 0.25'. THE PROFILE INFORMATION SHOWN IN THIS SHEET IS BASED OFF 1 SOUTHBOUND AT MIDDLE OF TRAVEL LANES (28' LT).
- 11.

DESIGN SPEED: 45 MPH
RFC: MAJOR THOROUGHFARE

[illegible]

FORT BEND COUNTY



GC ENGINEERING, INC
22505 PARK AVE PEARLAND TX 77581
PH: (281)412-7008 FAX: (281)412-4623

CHIMNEY ROCK ROAD

BRIDGE LAYOUT

BRIDGE OVER AMERICAN CANAL - SOUTHBOUND

DRAWN: SQ	HORIZ SCALE: 1"=40'
DESIGNED: BD	VERT SCALE: 1"=40'
CHECKED: BD	DATE: 03/15/2020
APPROVED: AMR	SHEET NO:

...\\Drawings\\4_AC-SB\\BLSACO1.dgn

