INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 190

This Interlocal Agreement ("Agreement") is made and entered into, to be effective on the date signed by the last party hereto, by and between **FORT BEND COUNTY**, a political subdivision of the State of Texas (the "County") and **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 190**, a political subdivision of the State of Texas (the "District"). The County and the District may be referred to herein collectively as "Parties" and individually as a "Party."

BACKGROUND

The County participated in a project to improve and expand the Fort Bend Westpark Tollway ("Tollway"); and

The District was legally created and operates pursuant to the general laws of the State of Texas applicable to conservation and reclamation districts for the purpose, among others, to provide for the construction, acquisition, maintenance, and operation of water, sewer, and drainage facilities to serve the District; and

The Parties are authorized to make and enter into this Agreement under Chapter 791 of the of the Texas Government Code, and as otherwise authorized and permitted by the laws of the State of Texas, as applicable; and

The County owns fee title to that certain 11.322-acre tract of land adjacent to the Tollway and surrounded by the District, as more fully described on **Exhibit A** attached hereto ("Property"), previously owned by the Fort Bend County Toll Road Authority through acquisition from TXI OPERATIONS, LP ("TXI") by virtue of that certain Special Warranty Deed recorded in the Fort Bend County Real Property Records under Clerk's File No. 2004049483 ("Deed"); and

The County has constructed and maintains a detention basin on the Property, as generally shown on **Exhibit B** attached hereto ("Facilities"); which serves approximately 34.6 acre feet of detention from the Tollway; and

Pursuant to the terms of the Deed, TXI reserved for itself, its successors and assigns a non-exclusive easement to utilize the Property for drainage and detention purposes and expand the detention basin subject to the terms therein (collectively, "Easement Rights"), and TXI has assigned the District the Easement Rights; and

The District now desires to expand and make certain improvements to the Facilities pursuant to its Easement Rights to provide an additional 49.1 acre feet of detention capacity ("Additional Detention Capacity"), as generally shown on **Exhibit C** attached hereto ("Improvements"), for certain surrounding property located within the boundaries of the District; and

The District shall fund the cost of constructing the Improvements, and the County shall grant the District the right to maintain the Facilities (as improved by the Improvements), pursuant to the terms and conditions set forth herein; and NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Scope and Cost of Improvements. The District will cause its engineer to design and construct the Improvements as generally shown on **Exhibit C**. The Improvements will consist of the expansion and modification of the Facilities necessary to provide the Additional Detention Capacity, including (i) the widening and adding onto the existing basin to provide detention for approximately 64.61 acres of the Lakeview Retreat subdivision west of Longpoint Slough, north of Bellaire Blvd., and east of Harlem Road, (ii) excavating the existing detention basin deeper and converting the basin from a dry bottom to a wet bottom basin, and (iii) excavation of material to be placed within the Lakeview Retreat subdivision. For the purposes herein, the completed facilities shall be defined as the "Expanded Facility." The District shall be responsible for all costs associated with the construction of the Improvements, including but not limited to, costs associated with design and construction phase engineering services, as well as actual construction costs. The County shall not be obligated to reimburse the District for any portion of the Improvements.

Section 2. <u>Design and Award of Improvements</u>.

- (a) The District shall oversee the design and construction of the Improvements. The District shall cause its engineer to design the Improvements to meet the requirements of the District, the County, and all other applicable jurisdictions. The plans and specifications shall be subject to review and approval by the County, or their respective authorized agents, which review and approval will not be unreasonably withheld, conditioned or delayed.
- (b) The District, in its sole discretion, will award and enter into a contract for the construction of the Improvements ("Construction Contract"). The District will notify the County in writing of the award of the Construction Contract.

Section 3. Construction.

- (a) The District shall administer the Construction Contract in its sole discretion. Such construction shall meet all County and District construction standards and requirements. The District, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Improvements in accordance with the Construction Contract. The District shall approve or deny all pay applications and requests for extensions of time' and shall pay all valid pay applications issued under the Construction Contract within forty-five (45) days of receipt. The County, at its sole cost, shall at all times have the right to have its engineer or other authorized agent access and inspect the construction of the Improvements.
- (b) The District, in its sole discretion, shall have the right to terminate the Construction Contract and to enforce its remedies thereunder. In the event of any such termination, the District shall have the right to complete and/or cause the completion of the Improvements itself and/or through such other contractor(s) as the District determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with the plans and specifications approved therefore. The cost of any necessary and approved work necessary for the completion of the Improvements shall be borne by the District.

- (c) The District shall cause the District's engineer to notify the County or its designated representative in writing of the time and date of the final inspection of the Improvements at least 5 business days in advance of such inspection. Prior to granting final acceptance of the Improvements, the District shall cause the construction contractor to address all of the County's inspection comments necessary for the Improvements to comply with the approved plans and specifications.
- Section 4. <u>Grant of Access</u>. The County hereby authorizes the District the right to enter onto, over, upon, along, across, and under the Property to carry out any inspections, testing, surveying, construction work, or other related activities necessary to construct the Improvements to exercise the District's rights under the Easement Rights. The District's right of access shall continue until this Agreement is terminated as set forth in Section 6 hereof.

Ownership and Maintenance of the Improvements. Upon completion of the Section 5. Improvements, the County shall retain ownership of the Property, subject to the Easement Rights and the District shall retain any ownership of their property on which the Additional Detention Capacity is constructed. Upon completion of the Improvements, the County shall have 34.6 acre feet of capacity and the District shall have 49.1 acre feet of capacity in the Expanded Facility. During construction of the Improvements, the District shall be responsible for maintaining the Facilities, including the Improvements, to the standard at which the County generally maintains its detention facilities. The District will warrant that the Improvements will be free from defects for a period of one (1) year from the date of final acceptance and will include and enforce such warranty within the Construction Contract. Following completion of the Improvements, the District hereby agrees to maintain the Expanded Facility to the standard to which the County generally maintains its detention facilities for the entirety of the term of this Agreement; provided however, that the District shall retain the right, but not the obligation, to maintain the Expanded Facility to a higher standard in its sole discretion. The District shall perform all regular maintenance of the Expanded Facility, including, routine mowing and fertilization. The County shall retain the right, but not the obligation, to maintain the Expanded Facility to the standard to which the County generally maintains its detention facilities in the event the District fails to maintain the Expanded Facility.

In the event that in the course of performing regular maintenance the District's maintenance contractor observes any repairs or extraordinary maintenance that needs to be performed on the Expanded Facility, the District's maintenance contractor shall provide information related to such repair or maintenance to the District's Board of Directors at its next regular meeting, and the District shall in turn notify the County in writing within fourteen (14) calendar days of the date of such meeting. Upon receipt of the written notification by the District, the District and the County shall work in good faith to jointly determine a scope of work mutually agreeable to both Parties to perform any repairs or extraordinary maintenance, with costs associated for such work to be borne based on each Party's pro-rata share of the Detention Capacity and the Additional Detention Capacity relative to the overall capacity of the Facilities, which for purposes of this Agreement is 58.66% by the District and 41.34% by the County. In the event that the Parties cannot mutually agree on a scope of work within ninety (90) days following the delivery of written notification of the repair or extraordinary maintenance by the District to the County, either Party may proceed with the necessary work as determined in that Party's sole and reasonable discretion, with costs associated for such work to be borne based on each Party's pro-rata share of the Detention Capacity and the Additional Detention Capacity relative to the overall capacity of the Expanded Facility. The Parties agree that the District shall have the right to make emergency repairs to the Expanded Facility, as determined necessary in the sole and reasonable discretion of the District's Board of Directors, in order to protect the structural integrity or functionality of the Expanded Facility; provided, however that should the District opt to make such emergency repairs, such repairs shall be made at the District's sole cost and expense, subject to the County's right to pay for its pro-rata share in its sole discretion.

Section 6. <u>Termination of Agreement</u>. This Agreement is to remain in full force and effect unless terminated by mutual agreement of the Parties hereto.

Section 7. <u>Notices</u>. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices may be given by (i) electronic mail, (ii) first class mail, postage prepaid or (iii) overnight delivery service to the addresses set forth herein or such other address as may be designated by a Party.

If to the District: Fort Bend County Municipal Utility District No. 190

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027 Attn: Greer Pagan gpagan@abhr.com Tel: (713) 860-6417

If to the County: Fort Bend County

Attn: County Judge 401 Jackson Street Richmond, Texas 77469

With a copy to:

Fort Bend County Engineering

Attn: County Engineer 301 Jackson Street Richmond, Texas 77469

Section 9. <u>Entire Agreement; Modification</u>. This Agreement and the Deed constitute the entire agreement between the Parties concerning the Improvements. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 10. <u>Parties in Interest</u>. This Agreement shall be for the sole and exclusive benefit of the County and the District and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District.

Section 11. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights

and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 12. <u>Successors and Assigns</u>. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 13. <u>Authorization</u>. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 14. <u>Assignment</u>. This Agreement is not assignable by either Party except with the prior written consent of the other Party.

Section 15. <u>Applicable Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

[Execution pages follow.]

The Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 1967

President, Board of Directors

FORT BEND COUNTY

County Judge KP George

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Juna Bichard

EXHIBIT A

Property Description

(see attached)

Exhibit "C"

Property Description for Parcel 11A

Being a 11.322 acre (493,181 square feet) parcel of land situated in the Day Land & Cattle Survey, Abstract Number 451, Fort Bend County, Texas; being out of and part of a called 88.27 acre tract conveyed to Texas Industries, Inc., as recorded in Volume 534, Page 480 of the Fort Bend County Deed Records (F.B.C.D.R.); said 11.322 acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from the P.O.B. (Point of Beginning) of proposed Parcel 11 of Fort Bend Westpark Tollway, being at the intersection of the east right-of-way line of Harlem Road and the south line of the remainder of a Metropolitan Transit Authority Right-of-Way as recorded in Volume 2478, Page 1664 of Official Records of Fort Bend County (O.R.F.B.C.), having surface coordinates of X=3,011,422.11 and Y=13,820,319.94 (All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83, 1993 adjustment); thence as follows;

South 02°02'40" East, along said east right-of-way line of Harlem Road, a distance of 113.22 feet to a point;

Thence, North 87°57'20" East, along said south right-of-way line of Fort Bend Westpark Tollway, a distance of 25.00 feet to a point;

Thence, North 40°30'08" East, continuing along said south right-of-way line of Fort Bend Westpark Tollway, a distance of 21.00 feet to a point;

Thence, North 83°02'15" East, continuing along said south right-of-way line of Fort Bend Westpark Tollway, a distance of 1,411.36 feet to a point;

Thence, North 87°42'50" East, continuing along said proposed south right-of-way line of Fort Bend Westpark Tollway, a distance of 116.38 feet to a 5/8 inch iron rod with cap stamped "PBS&J" set at the **POINT OF BEGINNING** at engineer's station 886+83.58, 200.38' Rt., having surface coordinates of X=3,012,982.87 and Y=13,820,399.60;

- 1.) THENCE, North 87°42'50" East, along said proposed south right-of-way line of Fort Bend Westpark Tollway, a distance of 353.85 feet to a 5/8 inch iron rod with cap stamped "PBS&J" set for corner;
- 2.) THENCE, South 22°59'25" West, over and across said 88.27 acre tract, a distance of 1,329.56 feet to a 5/8 inch iron rod with cap stamped "PBS&J" set at the beginning of a curve to the right;

- 3.) THENCE, along said curve to the right, having a radius of 78.00 feet, a central angle of 100°31'51", an arc length of 136.86 feet, and a chord bearing and distance of South 73°15'20" West, 119.97 feet to a set 5/8 inch iron rod with cap stamped "PBS&J";
- 4.) THENCE, North 56°28'44" West, a distance of 284.61 feet to a 5/8 inch iron rod with cap stamped "PBS&J" set at the beginning of a curve to the right;
- 5.) THENCE, along said curve to the right, having a radius of 78.00 feet, a central angle of 85°21'42", an arc length of 116.21 feet, and a chord bearing and distance of North 13°47'53" West, 105.75 feet to a set 5/8 inch iron rod with cap stamped "PBS&J";
- 6.) THENCE, North 28°52'58" East, a distance of 1,124.39 feet to the **POINT OF BEGINNING** and containing a computed 11.322 acres (493,181 square feet) of land.

Notes:

- 1. All coordinates and distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.999884341.
- 2. This metes and bounds description was prepared in conjunction with a survey plat of even date.
- 3. This metes and bounds description was prepared based on data provided by Weisser Engineering and Brown and Gay Engineers.



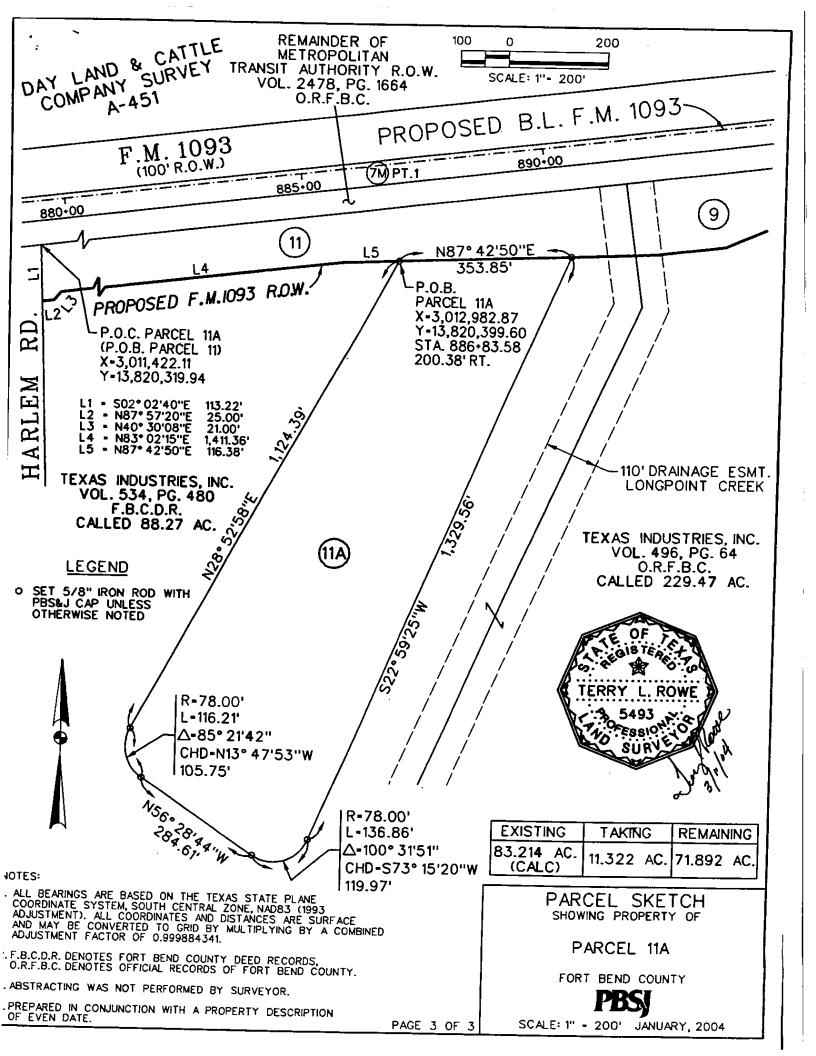


EXHIBIT B

Diagram of the Facilities

(see attached)



EXHIBIT C

Diagram of the Improvements

(see attached)

CONSTRUCTION

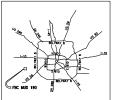
LAKEVIEW RETREAT WEST DETENTION

FOR

FORT BEND COUNTY M.U.D. No. 190

FORT BEND COUNTY, TX

MARCH 2021



VICINITY MAP

FORT BEND COUNTY KEY MAP: 526-G

CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, HOUSTON PUBLIC WORKS, OFFICE OF THE CITY ENGINEER, 48 HOURS BEFORE STARTING WORK ON THIS PROJECT. TELEPHONE No. 832—394—9098

LAKEVIEW

RETREAT

WEST

GIMS No. 4554 B&D

ONE-CALL NOTIFICATION SYSTEM

CALL BEFORE YOU DIG

(713) 223-4567 (In Houston)

TEXAS811 (DIG TESS): 1-800-344-8377 LONE STAR NOTIFICATION CENTER: 1-800-669-8344

CALL AT LEAST 2 WORKING DAYS (48 HOURS) BEFORE YOU DIG

INDEX OF DRAWINGS

TITLE

COVER SHEET & INDEX
GENERAL CONSTRUCTION NOTES
VICINITY MAP
OVERALL LAYOUT BASELINE A
BASELINE A
BASELINE A
CROSS SECTIONS A-A & B-B STA. 0+00 TO 8+00 STA. 8+00 TO 16+00 STA. 16+00 TO 25+00 CROSS SECTIONS A-A & B-B
OUTFALL A & OUTFALL B
STORM WATER POLLUTION PREVENTION PLAN
STORM WATER POLLUTION PREVENTION PLAN
DETAILS
MISCELLANEOUS DETAILS FILL & GRADING PLAN - SHEET 1 OF 2
FILL & GRADING PLAN - SHEET 2 OF 2

FORT BEND COUNTY ENGINEER

J. STACY SLAWNSKI, P.E. THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT COMMENCED IN ONE (1) YEAR FROM DATE OF APPROVAL.

APPROVED: DEVELOPMENT COORDINATOR

DETENTION PLANS INFORMATION:

SHEET No.

1) Storm Water Drainage Design Report
Report Title: Oraninage Impact Analysis for Lokeview Retreat
St. Acre. Lossian
Special Report
Dots of Asknowledgement by Eart Bend County Love
Improvement District No. 12: July 27: 2020
Date of Asknowledgement by Eart Bend County Drainage
District: Morro 2, 2021

FEMA FIRM PANEL INFORMATION

FIRM NUMBER: 48157C0130L PANEL 130 OF 575 BFE: 90.3

I, Kyle J. Blank, P.E.certify that this project is entirely located outside thh area with 100—year flood frequency.

JONES CARTER Texas Board of Professional Engineers Registration No. F-439 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

These plans were prepared to meet or exceed the specifications and requirements of City of Houston and Fort Bend County as currently

Approval by Fort Bend County will be deemed void if construction has not begun within one year of approval date.

Construction shall not begin before the plat of this section is filed in the Fort Bend County Map Records. Construction will be monitored under the supervision of a licensed

Contractor shall notify the Fort Bend County Engineering Department at least 48 hours prior to commencement at construction@fortbendcountytx.gov.

I, Kyle J. Blank, a Professional Engineer licensed in the State of Texas do hereby certify that these plans were prepared under my supervision to meet or exceed the specifications and requirements of Fort Bend County, Texas.

professional engineer of JONESICARTER.

Kyle J. Blank, P.E.

ILMS No. 20106791 CPC 101 REF. No. LVR Section 11 2020-2313 C3F



NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF HOUSTON

HOUSTON PUBLIC WORKS

WATER STORM WATER QUALITY WASTE WATER FACILITIES STORM WATER TRAFFIC & TRANSPORTATION/ STREET & BRIDGE TRAFFIC SIGNAL

CITY ENGINEER

SHEET NO 1 OF 14 SHEETS

FOR CITY OF HOUSTON USE ONLY

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- CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY THE "REGULATIONS OF FORT BEND COUNTY, TEXAS, FOR FLOOD PLAIN MANAGEMENT" PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY FORT BEND COUNTY, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITIES AND/OR CULVERTS WITHIN FORT BEND COUNTY ROAD RIGHTS-OF-MAY.
- CONTRACTOR SHALL COMPLY WITH O.S.H.A. REGULATIONS AND TEXAS STATE LAW CONCERNING TRENCH SAFETY SYSTEMS.
- 10. CONTRACTOR TO FOLLOW CONSTRUCTION DETAILS IF DRAWINGS DEVIATE FROM CITY OF HOUSTON STANDARDS.
- NOTE: "AUTHORIZATION NOTICE ISSUED BY FORT BEND COUNTY PUBLIC INFRASTRUCTURE ENGINEERING DEPARTMENT PERMIT OFFICE REQUIRED PRIOR TO CONSTRUCTION OF UTILITIES OR LEFT TURN LANES WITHIN FORT BEND COUNTY RIGHT-OF-WAY." CONTACT FORT BEND COUNTY PERMIT OFFICE (281-633-7502)
- 12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING RED LINE RECORD DRAWINGS AT THE COMPLETION OF THIS JOB PRIOR TO FINAL PAYMENT.
- 13. THESE PLANS PREPARED BY JONES & CARTER, NO. DO NOT EXTEND TO OR INCLUDE DESIGN OF STREAM PRIVATIONS OF THE SECTION OF THE SEC
- 15. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SASTIFFACTION OF THE CHARGE AUTHORITY.

STORM SEWER CONSTRUCTION NOTES:

- CONTRACTOR SHALL NOTIFY THE FORT BEND COUNTY ENGINEERING DEPARTMENT AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT AT CONSTRUCTION-OF-ORTENDICOUNTYTX.GOV.
- STORM SEWER PIPE & INLET LEADS 24 INCHES AND LARGER SHALL BE REINFORCED CONCRETE PIPE ASTM. C-76, CLASS III WITH JOINTS CONFORMING TO ASTM. C-34 WITH RUBBER ASSETS CONFORMING TO ASTM. C-43 WITH RUBBER ASSETS CONFORMING TO ASTM. C-43 WITH CHTY OF HOUSTON DRAWINGS 02317-02, A00 BACKFILLED IN CONFORMITY WITH CHTY OF HOUSTON DRAWINGS 02317-02, 02317-03, 02317-06, 20137-06, A00 DACKFILLED.
- ALL SEWERS CONSTRUCTED IN SIDE LOT EASEMENTS SHALL HAVE PIPE BEDDING AND BACKFILL AS SPECIFIED IN NOTE 2. A MINIMUM EASEMENT WIDTH OF TWENTY (20) FET SHALL BE PROVIDED.
- ALL STORM SEWER MANHOLES SHALL BE STANDARD CITY OF HOUSTON TYPE "C" UNLESS OTHERWISE NOTED.
- ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH EIGHT (8) INCH BRICK WALLS UNLESS OTHERWISE NOTED (NO SEPARATE PAY).
- CONTRACTOR SHALL PROVIDE 6" MINIMUM CLEARANCE AT STORM SEWER AND WATER LINE CROSSINGS.
- . ALL MANHOLES SHALL BE SET SO THAT THE TOP OF THE CONE IS NO HIGHER HAIN THE ADJACENT TOP OF CURB ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER. THE FINISH RIM ELEVATION SHALL BE MET WITH PRE-CAST RINGS.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE AFTER PAYING IS COMPLETE. CONFORMING TO REQUIREMENTS OF SECTION 02086-ADJUSTING MANHOLES, INLETS, AND VALVE BOXCES TO GRADE.
- ALL SEWERS UNDER OR WITHIN ONE (1) FOOT OF FUTURE OR PROPOSED A
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- 10. ALTERNATIVE COURSN'S TANGENDE MACKEL FOR PPES RETYL-FLOR (54) NOT THE SUBSCRIPT FORM THAT OF MAKE AND MACKEL FOR PPES RETYL-FLOR (54) NOT THE SUBSCRIPT FORM THAT OF MAKE AND THE SUBSCRIPT FORM THAT OF MAKE AND THAT OF MAKE
- ALL DITCHES SHALL BE REGRADED TO PROPOSED ELEVATIONS TO INSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE PROPERLY BACKFILLED AND COMPACTED. ALL DISTURBED AREAS SHALL BE REGRADED. SEEDED AND FERTILIZED.

FBC CONSTRUCTION - GENERAL NOTES:

- 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 CONSTRUCTIONFORTBENDCOUNTYTX.GOV.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM FORT BEND COUNTY PRIOR TO COMMENCING CONSTRUCTION OF ANY IMPROVEMENTS WITHIN COUNTY ROAD RIGHT OF WAY.
- ALL PAYING IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FORT BEND COUNTY "RULES, REQUILATIONS AND REQUIREMENTS" RELATING TO THE APPROVAL AND ACCEPTANCE OF IMPROVEMENTS IN SUBDIVISIONS AS CURRENTLY AMENDED.
- ALL ROAD WIDTHS, CURR RADII, AND CURR ALIGNMENT SHOWN INDICATES BACK OF CURR. 6. A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
- ALL CONCRETE PAYEMENT SHALL BE 5 % SACK CEMENT WITH A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS. TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT EACH CURB RETURN MAD AT A MANAMUM SPACING OF 60 FEET.
- ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
- 4" x 12" REINFORCED CONCRETE CURB SHALL BE PLACED IN FRONT OF SINGLE FAMILY LOTS ONLY. ALL OTHER AREAS SHALL BE 6" REINFORCED CONCRETE CURB.
- AT ALL INTERSECTION LOCATIONS, TYPE 7 RAMPS SHALL BE PLACED IN ACCORDANCE WITH TROOT PED-12A STANDARD DETAIL SHEET. A.D.A. HANDICAP RAMPS SHALL BE INSTALLED WITH STREET PAWIG AT ALL INTERSECTIONS AND COMPLY WITH CURRENT A.D.A REGULATIONS.
- CURB HEADERS ARE REQUIRED AT CURB CONNECTIONS TO HANDICAP RAMPS, WITH NO CONSTRUCTION JOINT WITHIN 5" OF RAMPS.
- ALL INTERSECTIONS UTILIZING TRAFFIC CONTROL MEASURES SHALL HAVE A.D.A. WHEEL CHAIR RAMPS INSTALLED.
- QUIDELINES ARE SET FORTH IN THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AS CURRENTLY MENDED, SHALL BE OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLACMEN, SIGNING, STRIPING, AND WARRING DEVICES, ETC., DURRIG CONSTRUCTION BOTH DAY AND NIGHT.
- ALL RI-1 STOP SIGNS SHALL BE 30" x 30" WITH DIAMOND GRADE SHEETING PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 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 5" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM. THE LETTERS ALL BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL BE MOUNTED ON STOP SIGN POST. U
- 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.
- THE PROJECT AND ALL PARTS THEREOF SHALL BE SUBJECT TO INSPECTION FROM THE IDENTIFY THE PROPERTY OF THE IDENTIFY THE IDENTI
- STABLIZED SUBGRADE: DETERMINE THE THCKNESS OF THE STABLIZED SUBGRADE AFTER CURBING AND COMPACTION. IF SUBGRADE OPTH IS GREATER THAN THE PROPOSED THICKNESS BY 200 OF UNDER THE OHT THE WINDS TROVIDE VEHICATION THE PERCENTIACE OF HARMAL BEING USED TO STABLIZE THE SUBGRADE MEETS OR EXCEED PROJECT REQUIREMENTS. TEST RESULTS REQUIREMENT.

NOTE: FORT REND COUNTY NOTES SUPERCEDE ANY CONFLICTING NOTES.

UTILITY NOTES

CAUTION: OVERHEAD POWER LINES:

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BED. SHOWN ON THESE DRAWNICS AS THE LINES ARE CLEARLY VISBLE, BUT YOU SHOULD LOCALE HEMP PRIOR TO BEGINNION DAY CONSTRUCTION. TEXAS LAW, SECTION 752, HALL THE & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VICTIA CLUBES, SPECIFICALLY.

- ANY ACTIVITY WHERE PERSONS 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
- -HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN TEN (10) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

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 GOVEL LABELITY, FOR ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT 713-207-2222.

CAUTION: UNDERGROUND ELECTRICAL FACILITIES:

UNDERGROUND ELECTRICAL FACILITIES EXIST IN THE AREA OF THIS PROJECT, DO NOT BEGIN CONSTRUCTION UNTIL THESE FACILITIES HAVE BEEN LOCATED AND STAKED, TO HAVE THESE UNDERGROUND FACILITIES STAKED, CALL THE UTILITY COORDINATING COMMITTEE AT (713) 223-457, OR TOLL FREE AT 1-800-669-8344, AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.

CAUTION: UNDERGROUND GAS FACILITIES:

ICOLONIOS OF CENTERPONT DEPROY MAN LINES (TO MICLIDE CENTERPONT EMEROY, MINESTATE PERME LIC WEER PROVIDER) ARE SOME IN AN APPROVIDENT CONTION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN, OUR SIGNATURE ON THESE PLANS ONLY TRICKETS THAT OUR FACILITIES ARE SHOWN IN APPROVIDENT CONTION, IT DOES NOT MINEY MAN APPROVIDENT CONTINUES TO SESSION OF MINESTAL CONTION, IT DOES NOT MINEY DEPROPRIES AND APPROVIDENT CONTINUES AND APPROVIDENT APPROVIDENT CONTINUES AND APPROVIDENT CONTINUES AND APPROVIDENT APPROVIDENT CONTINUES AND APPROVIDENT APPROVIDENT CONTINUES AND APPROVIDENT APPROVIDENT CONTINUES AND APPROVIDENT APPROVIDE

-when excavating within eighteen inches (18") of the indicated location of center point energy faculities, all excavation must be accomplished using non-wechanized 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) 659-3552 OR (713) 207-4200. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

SHORING AND TRENCH SAFETY

- CONTRACTOR SHALL INCLUDE COST OF SHORING IN BID PRICE FOR TRENCH SAFFTY.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE TRENCH SAFETY AND SHORING SYSTEMS IN ACCORDANCE WITH O.S.H.A. REGULATIONS.
- 3. TRENCH SAFETY BOXES SHALL NOT BE PLACED IN THE PIPE ZONE.

SWPPP CONSTRUCTION NOTES

- CONTRACTOR SHALL IMPLEMENT INLET PROTECTION DEVICES AND REINFORCED FILTER FABRIC BARRER ALONG ROAD AND SIDE DITCHES AT LOCATIONS SHOWN ON THE PHOPLAL STORM WATER FOLLIDING. (SWEP) PLANE TO KEEP SLIT AND OR EXCHANTED MATERIALS FROM ENTERING INTO THE STORM WATER INLETS AND DITCHES EVENTUALLY POLLIDING THE RECEDING STORM.
- DURING THE EXCAVATION PHASE OF THE PROJECT, CONTRACTOR SHALL SCHEDULE THE WORK IN SHORT SECRIONTS SO THAT EXCAVATION MATERIAL CAN BE QUICKLY HAULED AWAY FROM THE SITE AND TO PREVENT IF FROM STAYME UNCOLLECTED ON THE EXISTING PAYEMENTS AND LOSSE EXCAVATED MATERIAL WHICH FALLS ON PAYEMENTS OR DRIVEMANTS SHALL BE SWEPT BACK INTO THE EXCAVATED AREA.
- CONTRACTOR SHALL CLEAN UP THE EXISTING STREET INTERSECTIONS AND DRIVEWAYS DAILY, AS NECESSARY TO REMOVE ANY EXCESS MUD, SILT OR ROCK TRACKED FROM THE EXCAVATED AREA.
- CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING THE CONSTRUCTION OF THE PROJECT, ALWAYS CLEANING UP DIRT AND LOOSE MATERIAL AS CONSTRUCTION PROGRESSES.
- CONTRACTOR TO INSPECT AND MAINTAIN THE AREAS LISTED BELOW AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER
- DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY DISTURBEL MEAS OF THE CONSTRUCTION SITE THAT HAVE NOT DELET THATMAN.
 AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PREOPITATION.
 STRUCTURAL CONTROL MEASURES.
 LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
- CONTRACTOR TO BE RESPONSIBLE TO MAINTAIN DITCHES AND OR CILLVERTS FOR UNGESTRUCTED DRAINAGE AT ALL TIMES, METER SODDING IS DISTURBED BY DECAVATION ON BACKFILLING DEPERATIONS, SUCH AREAS SHALL BE REPLACED BY SEEDING OR SODDING, SLOPES 4:1 OR STEEPER SHALL BE REPLACED BY BLOCK SODDING.

- 1. AREAS THAT ARE TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS (NO SEPARATE PAY).
- A. AREAS THAT ARE TO RECEIVE FILL WILL BE STRIPPED TO A DEPTH OF 3". STRIPPINGS SHALL BE STOCK PILED AND THEN SPREAD EVENLY ON SURFACE OF FILL AREAS.
- PRIOR TO ELECTRON OF THE SPECIAL POWER ON SEPFICE OF THE TRANS. SHAPPING SH
- C. AREAS WITH A P.I. OF 25 OR LESS WILL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY WITH A MOISTURE CONTENT OF +/-2% OF OPTIMUM AS DETERMINED BY AASHTO TEST METHOD T-99.
- D. AREAS WITH A P.I. OF MORE THAN 25 WILL BE COMPACTED TO AT LEAST 90% OF THE MAXIMUM DENSITY WITH A MOISTURE CONTENT OF -1% TO +3% OF OPTIMUM AS DETERMINED BY ASSINTO TEST METHOD. T-99
- FILL SHALL BE PLACED IN MAXIMUM LOOSE LIFTS OF EIGHT INCHES (8") OR LESS AND COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM TO +3% MOISTURE CONTENT AS DETERMINED BY AASHTO TEST METHOD T-99.
- ALL EXISTING DRAINAGE SMALES IN FILL AREAS SHALL BE STRIPPED OF ANY VEGETATION, CLEANED AND MUCKED OUT TO SUITABLE SUBGRACE MATERIAL AND THEN FILLED AS SHOWN WITH EXCAVATION MATERIAL IN MAXIMUM EIGHT INCH (6") LOOSE LIFTS, WITH EACH LIFT COMPACTED TO AT LEAST 98% PROCTOR DENSITY AS DETERMINED BY ANSHTO TEST METHOD T-99.
- 3. UTILITY EASEMENTS THAT HAVE BEEN CLEARED SHALL BE FILLED WITH UP TO 12-INCHES OF EXCAVATED MATERIAL AND GRADED TO DRAIN, FINISH SURFACE SHALL BE LEFT SMOOTH AND FINE GRADED.
- . ENGINEER WILL PROVIDE APPROXIMATE BACK LOT LINE FINISH ELEVATIONS. CONTRACTOR SHALL VERHEY FINAL, GRADES AND ELEVATIONS TIED TO PROJECT BENCH MARK, CONTRACTOR SHALL INCLUDE COST IN TIEM BID FOR GRADING.
- FINAL PAYMENT SHALL BE CONTINGENT ON THE ENGINEERS VERIFICATION THAT GRADING IS IN ACCORDANCE WITH THE GRADING PLAN, AND THAT SOIL COMPACTION TESTS WERE PERFORMED AS REQUIRED.

6. AREA SHALL BE GRADED SO THAT IT DRAINS TO THE PROPOSED SWALES.

- CITY OF HOUSTON STORM CONSTRUCTION NOTES:
- STORM SERENS SHALL RE ROINFORCED CONCRETE PIPE (C-78, CAASS II). AND SHALL BE INSTALLED. BEDDED, AND BROCHLEG IN ACCORDANCE WITH THE CITY OF HOUSTON FORMING NOS 0237-02, 20237-03, 0237-05, 0237-06, AND 0237-07 (OCT. 2002) AS APPLICABLE UNLESS OTHERWISE SHOWN ON THE DRAWNISS.
- ALL STORM SERER CONSTRUCTED IN SDELOT EASEMENT SHALL BE R.C.P. (C-76, CLASS II) AND SHALL BE BEDDED IN ACCORDANCE WITH THE CITY OF HOUSTON DRAWING NOS, 02317-02, 02317-03, 02317-05, 02317-06, 200317-07 AS APPLICABLE.
- ALL SEMER UNDER PROPOSED OR FUTURE PAREMENT AND TO A POINT ONE (1) FOOT BACK OF ALL PROPOSED OR FUTURE CURRES SHALL BE BACKFILLED WITH 1-1/2 SACK CODENT/C.Y. STABLUZED SAND TO WITH IN ONE (1) FOOT OF SUBGRADE. THE REMAINING DEPTH OF TRENCH SHALL BE BACKFILLED WITH SUSTAINABLE EARTH MATERIAL.
- 4. ALL TRENCH BACKFILL SHALL BE IN 8" LIFTS, WITH TESTS TAKEN AT 100 FOOT INTERVALS ON EACH LIFTS, AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTILD THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTILD THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTILD THE MAXIMUM DRY DRY THE MAXIMUM DRY TH

- ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES AND INLETS ARE TO BE PLUGGED WITH 8° BRICK WALLS UNLESS OTHERWISE NOTED.
- 8. MINIMUM HORZONTAL CLEARANCE BETMEZH ANY STORM PPE AND BOX SHALL BE AT LEAST 48-INCHES FROM EXTERIOR OF THE STORM IPPE OR BE NOT THE EXTERIOR OF THE EXTERIOR OF THE STORM IN PERFORMED FIRILIZED OF PRIVATE UITUT AND DIT
- ADJUST MANHOLE COVER TO GRADE CONFORMING TO REQUIREMENTS OF SECTION 02086-ADJUSTING MANHOLES, INLETS AND VALVE BOXES TO GRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ANY BACK SLOPE DRAINAGE SYSTEM DISTURBED AS A RESULT OF HIS WORK.
- ALL DITCHES SHALL BE GRADED TO PROPOSED ELEVATIONS TO INSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE PROPERLY BACKFILED AND COMPACTED. ALL DISTURBED AREA SHALL BE REGRADED, SEEDED, AND FERTILIZED.





LAKEVIEW RETREAT WEST DETENTION FORT BEND COUNTY MUD NO. 190

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF HOUSTON HOUSTON PUBLIC WORKS

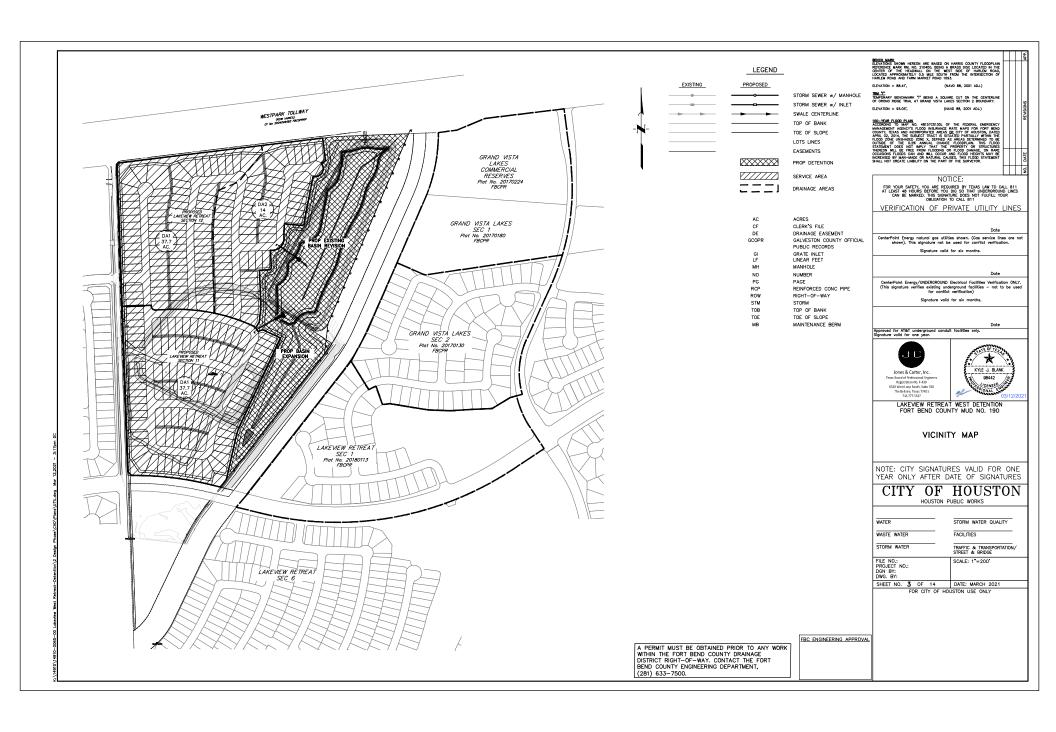
WATER STORM WATER QUALITY

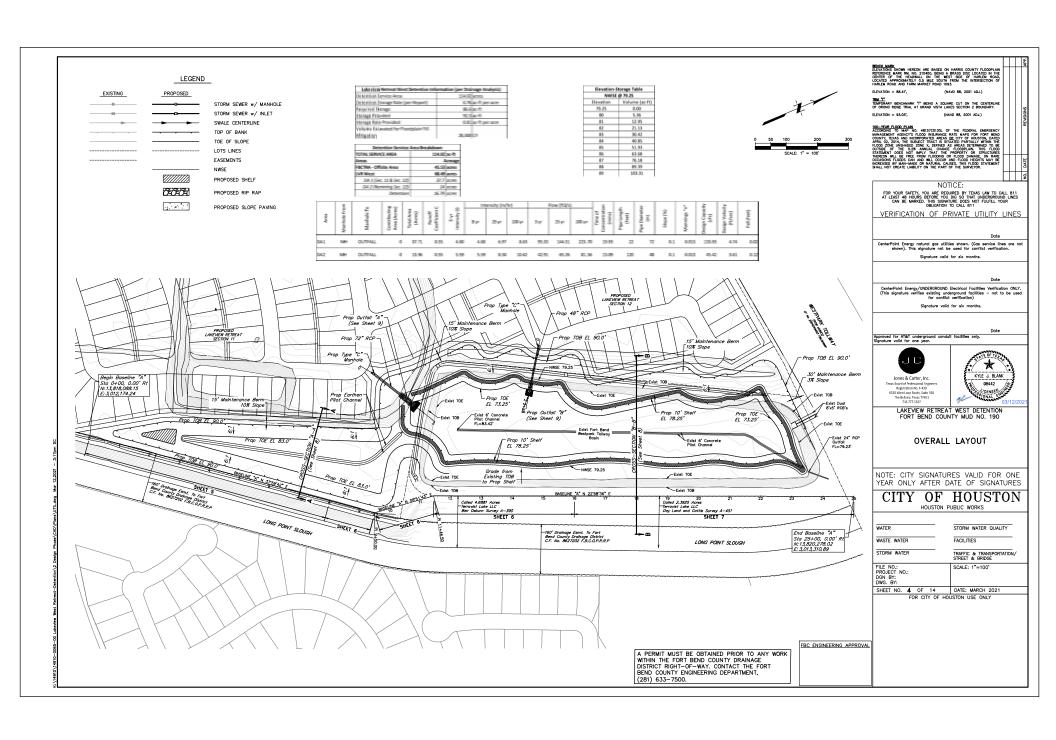
WASTE WATER FACILITIES STORM WATER TRAFFIC & TRANSPORTATION/ STREET & BRIDGE

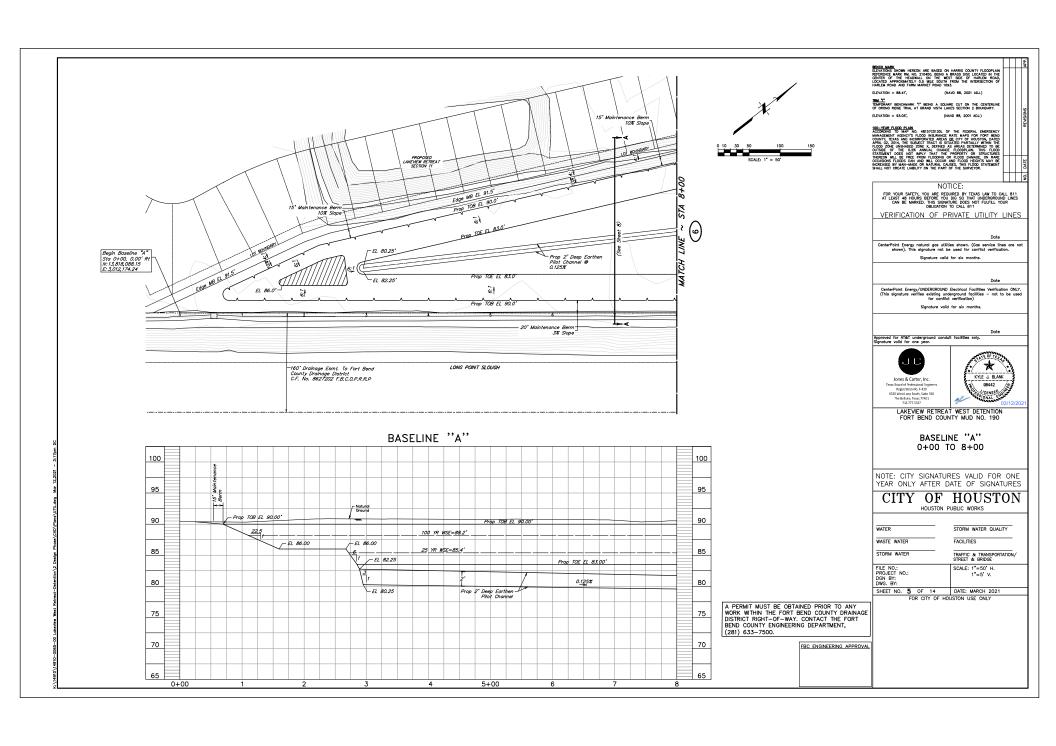
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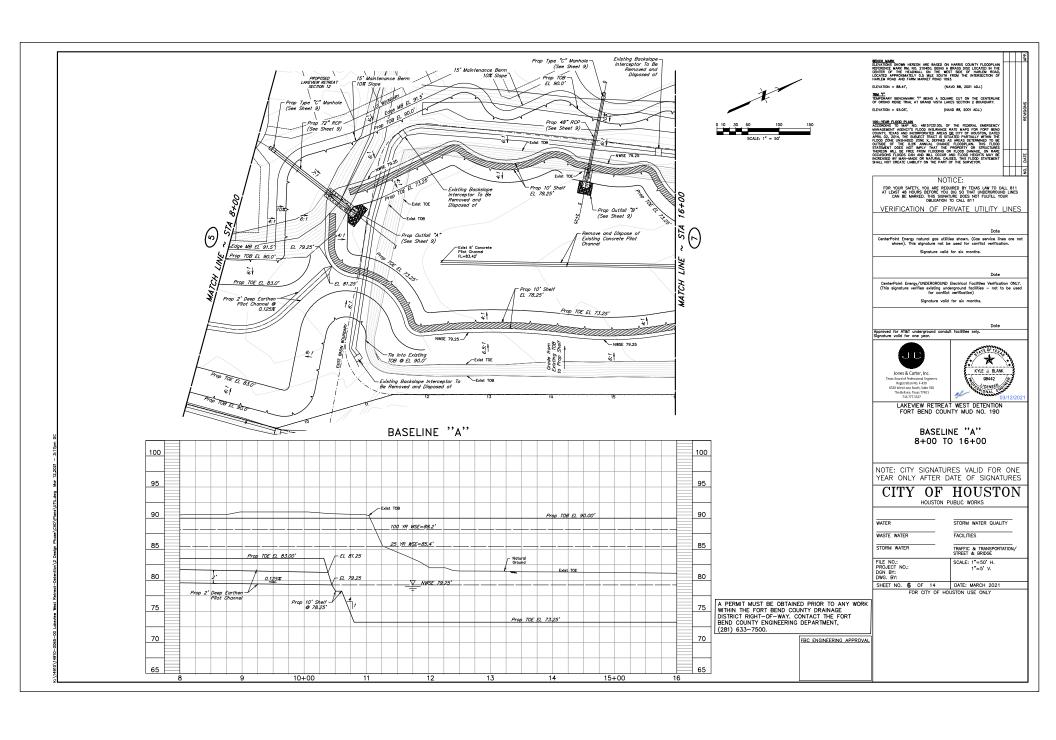
SHEET NO. 2 OF 14 DATE: MARCH 2021
FOR CITY OF HOUSTON USE ONLY

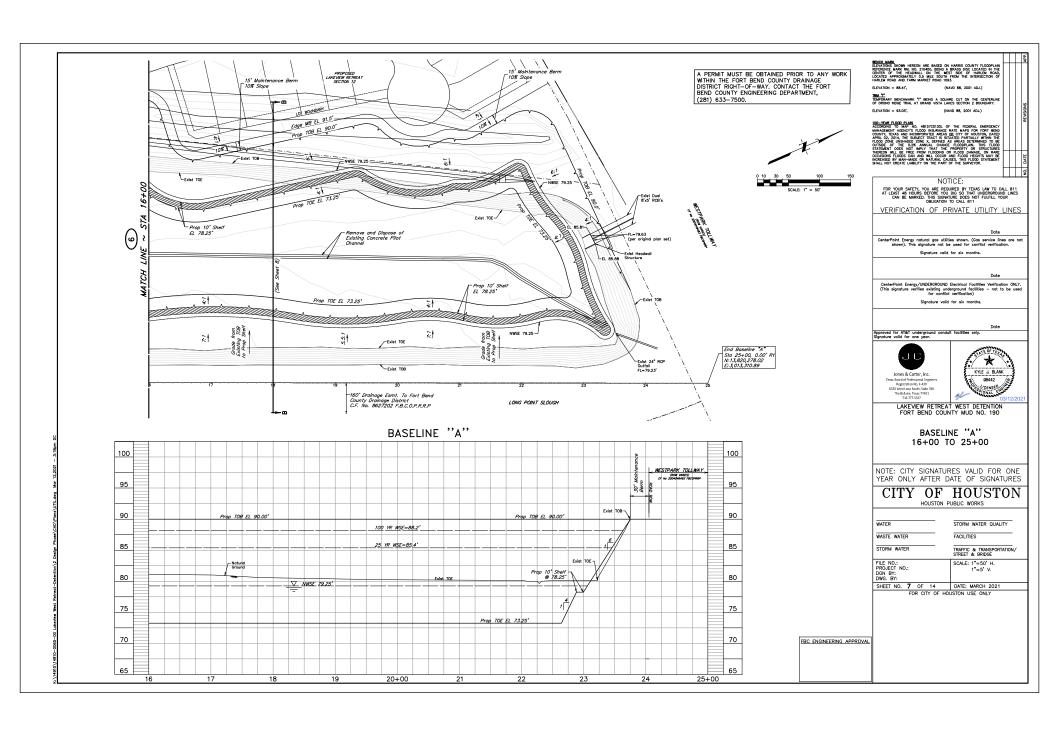
FBC ENGINEERING APPROVAL

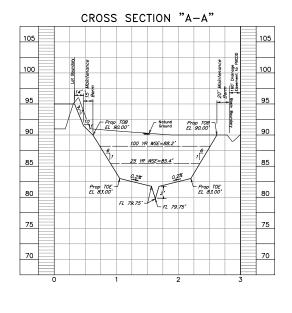




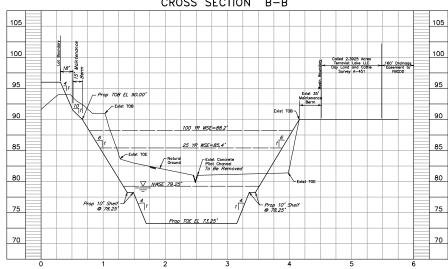












ENDER MARK.

LEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK RM. NO. 210450, BEING A BRASS DISC LOCATED IN THE CONTIER OF THE HEADWALL ON THE WEST SIDE OF HARRIEM ROAD, LOCATED APPROXIMATELY 0.5 MILE SOUTH FROM THE INTERSECTION OF HARRIEM ROAD AND FARM MARKET ROAD 1033.

ELEVATION = 93.05'. (NAVD 88, 2001 ADJ.)

100-2014 FOOL FAME.

ANALOGOE OF THE PROPERTY OF THE PROPERTY

FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811

VERIFICATION OF PRIVATE UTILITY LINES

CenterPoint Energy natural gas utilities shown. (Gas service lines are not shown). This signature not be used for conflict verification. Signature valid for six months.

Signature valid for six months.

Approved for AT&T underground conduit facilities only. Signature valid for one year.





LAKEVIEW RETREAT WEST DETENTION FORT BEND COUNTY MUD NO. 190

CROSS SECTIONS A-A & B-B

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF HOUSTON HOUSTON PUBLIC WORKS

WATER STORM WATER QUALITY WASTE WATER FACILITIES

STORM WATER

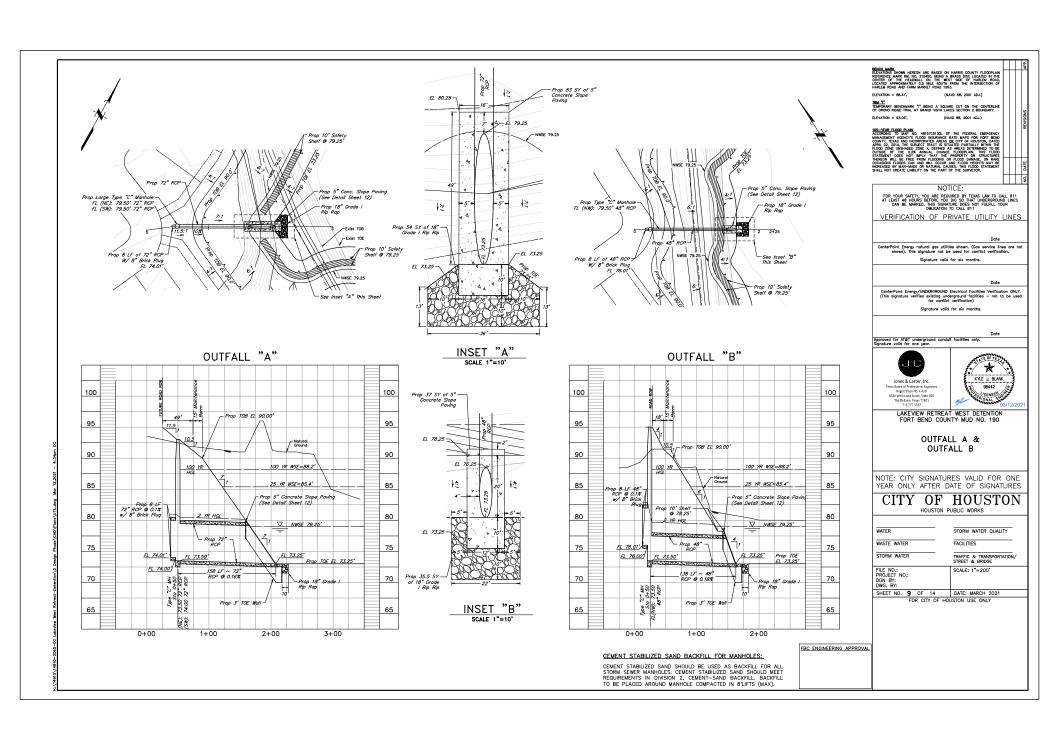
TRAFFIC & TRANSPORTATION/ STREET & BRIDGE

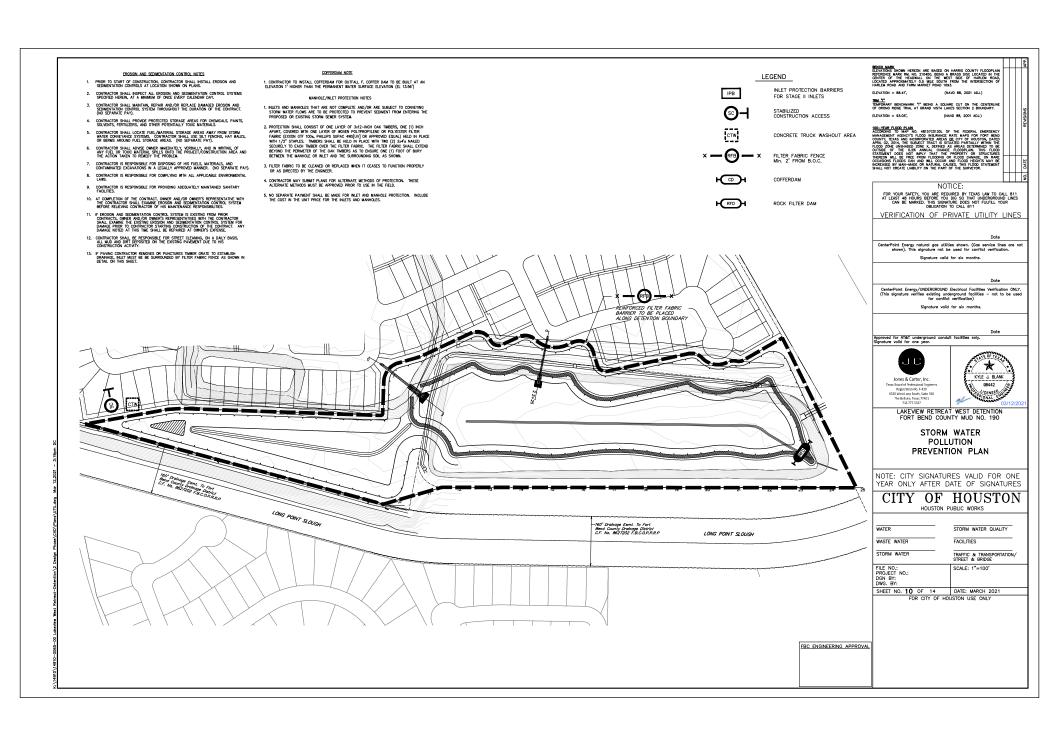
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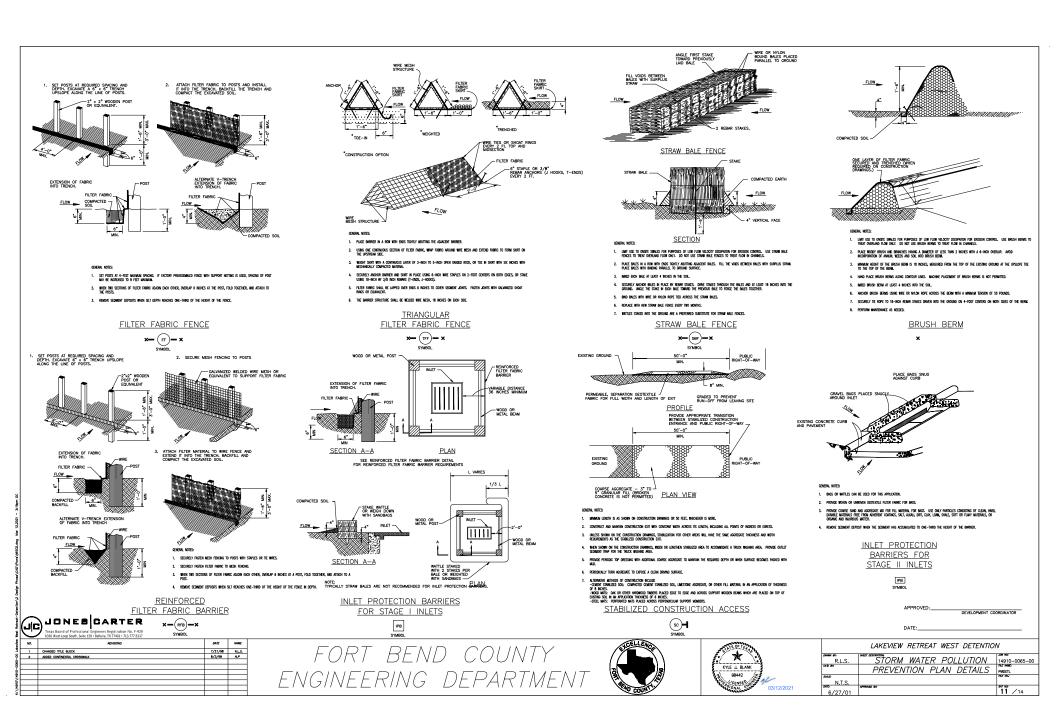
SHEET NO. 8 OF 14 DATE: MARCH 2021
FOR CITY OF HOUSTON USE ONLY

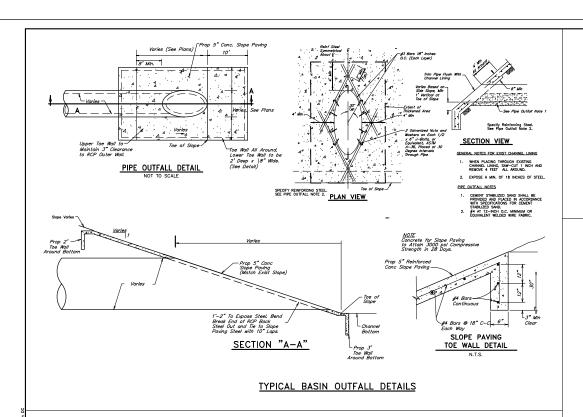
A PERMIT MUST BE OBTAINED PRIOR TO ANY WORK WITHIN THE FORT BEND COUNTY DRAINAGE DISTRICT RIGHT-OF-WAY. CONTACT THE FORT BEND COUNTY ENGINEERING DEPARTMENT, (281) 633-7500.

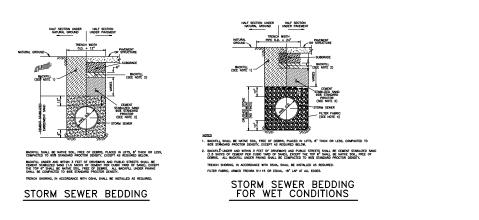
FBC ENGINEERING APPROVAL

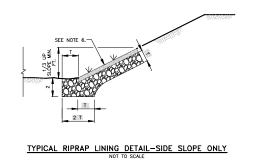
















LAKEVIEW RETREAT WEST DETENTION FORT BEND COUNTY MUD NO. 190

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF HOUSTON

WATER STORM WATER QUALITY
WASTE WATER FACILITIES

STORM WATER TRAFFIC & TRANSPORTATION

FILE NO.: SCALE: PROJECT NO.: DGN BY: DWG. BY:

SHEET NO. 12 OF 14 DATE: MARCH 2021
FOR CITY OF HOUSTON USE ONLY

FBC ENGINEERING APPROVAL

