

GULF COAST WATER AUTHORITY APPLICATION FOR CROSSING AGREEMENT

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

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

(the "Crossing") [] 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 July 15, 2021, and will be completed no later than March 31, 2023.

Applicant hereby tenders to GCWA a non-refundable Application Fee of \$500 and upon submittal of the final draft for GCWA Board approval an additional \$3,000 as consideration for executing the Crossing Agreement. If GCWA does not grant permission to install the Crossing, the sum of \$3,000 as consideration for executing the Crossing Agreement will be returned to Applicant. Applicant understands that these fees are for execution of the standard form of agreement approved by GCWA staff and that these fees may be higher with if the documents are submitted by the applicant for review more than twice.

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 7 day of September, 2021.



Authorized Applicant Representative

KP George

Print Name

301 Jackson Street, Richmond, Texas 77469

Address

281-341-8608

Phone Number

**GULF COAST WATER AUTHORITY
CANAL CROSSING AGREEMENT
Fort Bend County, Texas
Concrete Bridge Crossings**

Grantor: GULF COAST WATER AUTHORITY, INCLUDING ITS SUCCESSORS AND ASSIGNS

Grantor's Mailing Address : 3630 FM 1765
Texas City, Texas 77591
Galveston County

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

Grantee's Mailing Address: 301 Jackson Street
Richmond, Texas 77469
Fort Bend County

License Strip: That certain area of land noted as the "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 the two Bridge Crossings over American Canal. Construction activities shall include all of **GRANTEE'S** activities undertaken with respect to the Bridges whether initial construction, maintenance, repairs, supplemental construction or reconstruction, except for ingress and egress.

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

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

- 1) **Grant of License.** GRANTOR, for the consideration and subject to the reservations from and exceptions to license grants to GRANTEE, its successors and assigns, a non-exclusive license for the purpose of constructing, maintaining, operating, repairing, removing, replacing and upgrading two [Bridges over American Canal](#) and appurtenances thereto (hereinafter called the "Crossing"), over the License Strip, together with the right of ingress and egress over, along and across the License Strip for the purpose of operating and maintaining (within the License Strip) the Crossing. Grantee agrees that this agreement becomes null and void if by **June 30, 2023** (90 days after the anticipated completion date **March 31, 2023**) the Grantee fails to provide the Grantor as-built Exhibits A and B certified by a Texas registered professional land surveyor in 8 ½ x 11 or 11 x 17 sheet hardcopies form and electronic .pdf images and approved by the Grantor. Exhibit coordinates shall be provided in NAD 83 Texas South Central Zone. Units shall be reported in US survey feet using grid bearings and grid distances and shall be tied to a class 1 or better NGS monument on horizontal and vertical. A table shall be included that reports the grid coordinates for any monument used and all points of inflection.

- 2) **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, 2023**. 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) **Umbrella Liability Insurance.** **GRANTEE** must maintain umbrella/excess liability insurance in the amount of not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage described in this agreement.
- f) **Waiver of Subrogation and Other Rights.** **GRANTOR** and **GRANTEE** agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, directors and employees for any injury, death, loss, or damage that may occur to persons or to the Crossing, the License Strip, or the Construction Area, or any personal property of such party on the Crossing, the License Strip, or the Construction Area, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause that is insured under the insurance policy or policies that either party is required to provide or maintain under this agreement, regardless of cause or origin, except to the extent of the gross negligence or intentional misconduct of either party hereto, its agents, officers, directors or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- g) **Insurance Requirements.** The phrase "Required Policy" means each policy of insurance required to be maintained by **GRANTEE** under the terms of this agreement. Each Required Policy must be written by a company satisfactory to **GRANTOR**, but in all events by a company with an A.M. Best Company financial rating of not less than A - XII (or a similar rating by a comparable service selected by **GRANTOR** should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. **GRANTEE** must deliver to **GRANTOR** a certificate of insurance for any Required Policy within 10 days of execution of this 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.
- h) **Indemnity for Noncompliance with Insurance Requirements.** **GRANTEE**, to the extent allowed by law, INDEMNIFIES and HOLDS HARMLESS **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR** (sometimes referred to in this Crossing Agreement as the "Indemnified Persons") from any loss it may suffer due to **GRANTEE**'s failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of **GRANTEE**'s failure to comply with the terms, covenants, conditions, and warranties of any Required Policy.

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

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

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

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

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

prohibited by law, to take whatever action is required by law) and agrees to reimburse GRANTOR for and to hold GRANTOR harmless from all costs and expenses involved therewith. The terms "hazardous substance" and "release" as used in this agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law established a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

15) Disclaimer of Warranties. GRANTOR has executed and delivered this agreement, and GRANTEE has received and accepted this agreement, the Crossing, the Construction Area, and the License Strip, **AS IS, WHERE IS, AND WITH ALL FAULTS, EXCEPT AS OTHERWISE SET FORTH IN SECTION 14 ABOVE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE 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.**

16) No Guarantee, Warranty, or Liability Concerning Damage to Grantee's Facilities.

Under no circumstances shall GRANTOR, its successors, agents, employees, contractors or assigns have any liability whatsoever for any damage to GRANTEE's facilities which damage is caused by any event, action, or agency, other than damage intentionally caused by GRANTOR, its successors, agents, employees, contractors or assigns. Intentionally caused damage shall not include damage directly or incidentally caused in connection with the efforts of GRANTOR, its successors, agents, employees, contractors or assigns, to protect, preserve, maintain, or construct GRANTOR'S real or personal property wherever located.

Executed this 7 day of September, 2021.

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 _____,
_____, by _____, _____ of Gulf Coast Water Authority, on
behalf of the Authority.

Notary Public, State of Texas

GRANTEE:

Fort Bend County, Texas

By: KP George

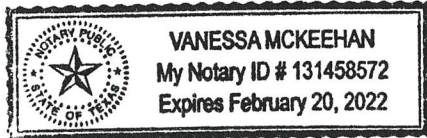
KP George, County Judge

STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7 day of September,
2021, by KP George, County Judge of Fort Bend County, Texas, on its behalf.

VMcKeehan

Notary Public, State of Texas



Replace with As-built by _____

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.

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;

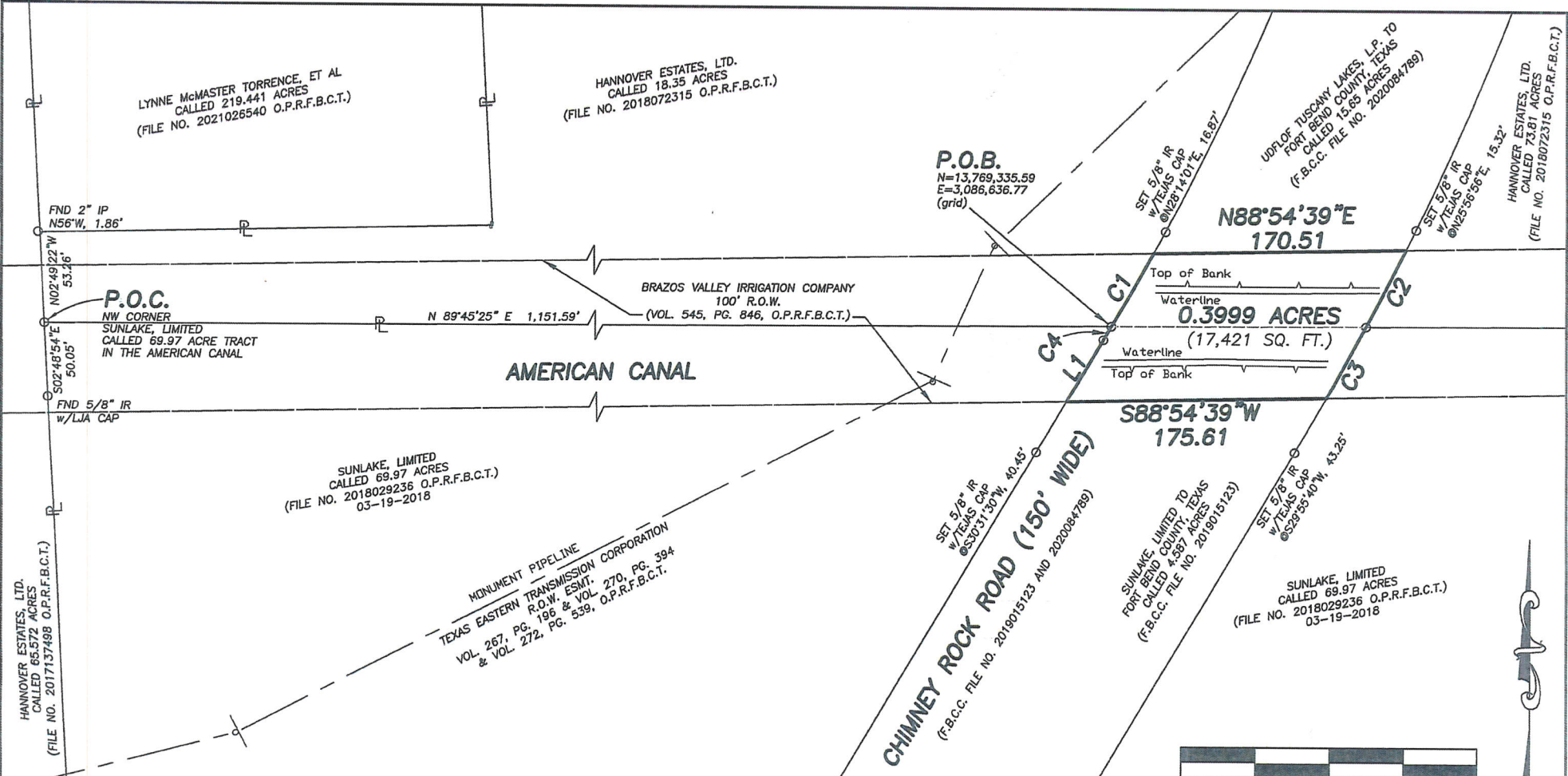
THENCE in a northerly direction, a distance of 10.74 feet, along the west right-of-way line of said Chimney Rock Road, following the arc of a curve to the left having a radius of 1925.00 feet and a central angle of $00^{\circ}19'11''$ (Ch= $N30^{\circ}21'54''E$, 10.74 feet) to the POINT OF BEGINNING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





LINE	BEARING	DISTANCE
L1	N 30°31'30" E	48.80'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1925.00'	01°43'14"	57.81'	N 29°20'42" E	57.81'
C2	2075.00'	01°38'21"	59.36'	S 26°58'48" W	59.36'
C3	2075.00'	01°31'52"	55.45'	S 28°33'54" W	55.45'
C4	1925.00'	00°19'11"	10.74'	N 30°21'54" E	10.74'

- NOTES:
- THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD '83. ALL DISTANCES SHOWN HEREON ARE SURFACE. TO CONVERT TO GRID, DIVIDE BY A SCALE FACTOR = 1.00013. ALL COORDINATES SHOWN HEREON ARE GRID.
 - THE ABSTRACTING WAS COMPLETED IN NOVEMBER, 2015. THE RIGHT-OF-WAY MARKERS WERE INITIALLY SET IN JANUARY, 2017 AND MAY, 2018.
 - ALL IRON RODS SET W/ TEJAS CAPS ARE STAMPED "RPLS 4079"
 - 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).

05-14-2021
CR/61/61-1501A

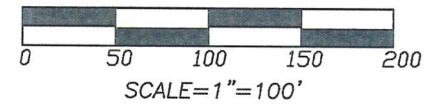


EXHIBIT "B"

0.3999 ACRES (17,421 SQ. FT.)
OUT OF
CHIMEY ROCK ROAD
RIGHT-OF-WAY
(F.B.C.C. FILE NO. 2019015123 AND 2020084789)
IN THE T. HOBERMAKER SURVEY, A-191,
FORT BEND COUNTY, TEXAS

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.

**FORT BEND COUNTY - GENERAL NOTES
CONSTRUCTION**

- FORT BEND COUNTY MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
- 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@FORTBENDCOUNTYTX.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 WAYS.
- 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.
- ALL ROAD WIDTHS, CURB RADII AND CURB ALIGNMENT SHOWN INDICATES BACK OF CURB.
- A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
- 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.
- ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
- 4"x12" 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 PLACE IN ACCORDANCE WITH TX DOT PSD 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.
- 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.
- 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.
- ALL R1-1 STOP SIGNS SHALL BE A MINIMUM OF 30"x30" 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 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.
- 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 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.
- 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.

GULF COAST WATER AUTHORITY (GCWA) NOTES:

- GCWA MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
- CONTRACTOR SHALL NOTIFY GCWA ASSISTANT GENERAL MANGER MR. ERIC WILSON AT 713 851 4057 OR AS AN ALTERNATE CONTACT MR. PATRICK DONART AT 409 795 0245 SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES ON AMERICAN CANAL.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN THE MONTHS OF OCTOBER 15TH TO MARCH 31TH.

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 RATION 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 POLYPROPYLENE (PP) CORRUGATED WALL PIPE (AS DEFINED ON PLAN) 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 WITH IN 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 OFFSITE 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.
- ST-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.
- ST-11. ALL STORM SEWER AND DITCHES WITHIN THE CHINMEY ROACK ROAD ROW WILL MAINTAINED BY FORT BEND COUNTY.
- ST-12. DETENTION PONDS OWNED AND MAINTAINED BY "UDFL OF TUSCANY LAKES, LP" AFTER COMPLETION OF THE CONSTRUCTION.

LIQUIDATED DAMAGES

- ALL WORK MUST BE COMPLETED AND ROAD READY TO OPEN BETWEEN STATION 0+37 AND STATION 14+50 WITHIN 240 DAYS OF NOTICE TO PROCEED. DELAYS IN THIS AREA ARE SUBJECT TO LIQUIDATED DAMAGES PER CONTRACT IF NOT COMPLETED ON TIME.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN THE MONTHS OF OCTOBER 15TH TO MARCH 15TH.
- ALL WORK WITHIN THE DESIGNATED DRAINAGE EASEMENT MUST BE COMPLETED AND OPERATIONAL WITHIN 180 DAYS OF NOTICE TO PROCEED. DELAYS IN THIS AREA ARE SUBJECT TO LIQUIDATED DAMAGES PER CONTRACT IF NOT COMPLETED ON TIME.
- 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.

1	4/8/21	GCWA NOTE	PKP
		ST-2 REVISED	
2	8/4/21	UPDATED GCWA CONTACT	PKP
NO.	DATE	REVISION	APPROVED



Handwritten signature and date: *Eric Wilson 8/15/2021*

FORT BEND COUNTY



**CHIMNEY ROCK ROAD
FORT BEND COUNTY
GENERAL NOTES**

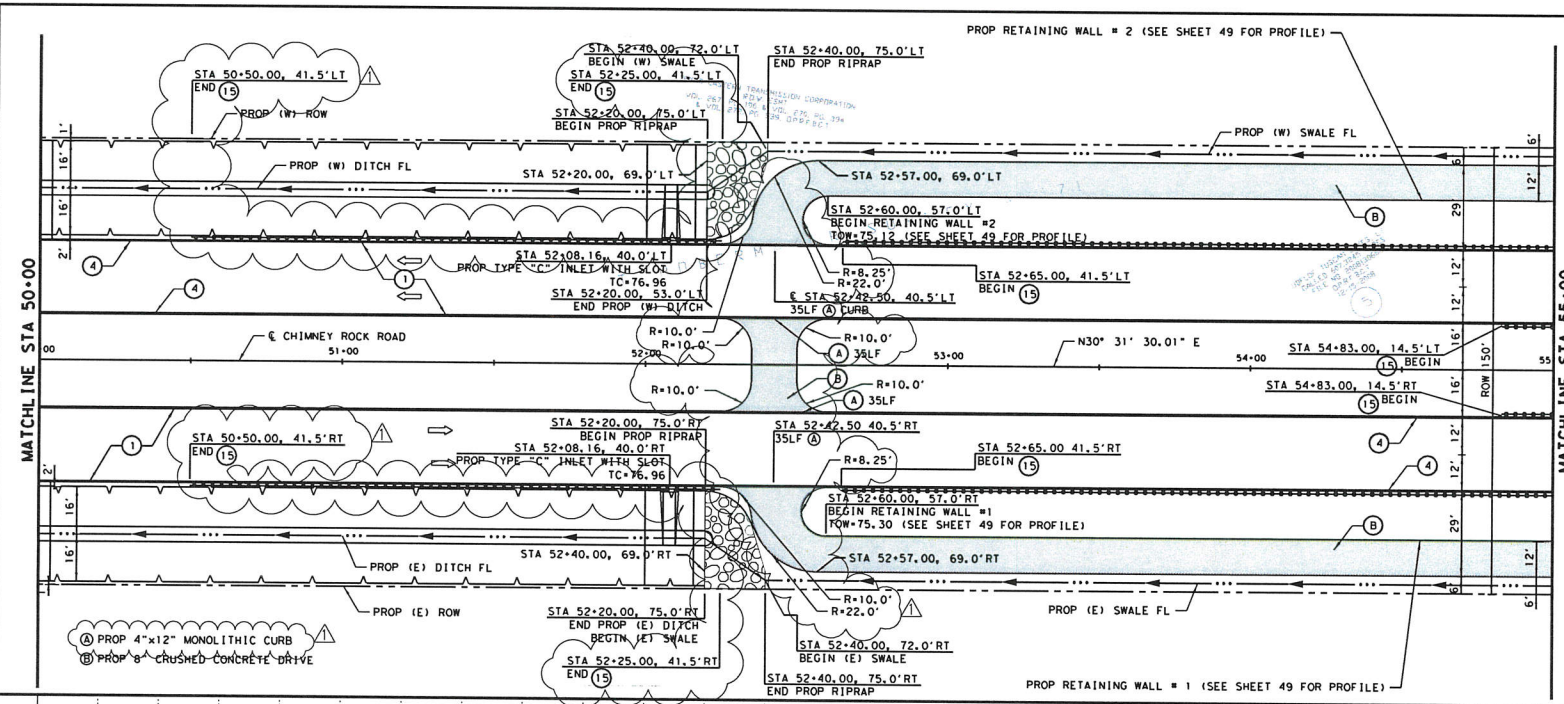
SHEET 1 OF 3

SHEET 03 OF 282

DRAWN: JG	HORIZ SCALE:
DESIGNED: MB	VERT SCALE:
CHECKED: MB	DATE: 8/4/2021
APPROVED: GZ	SHEET NO:
CONTRACT: 17202	

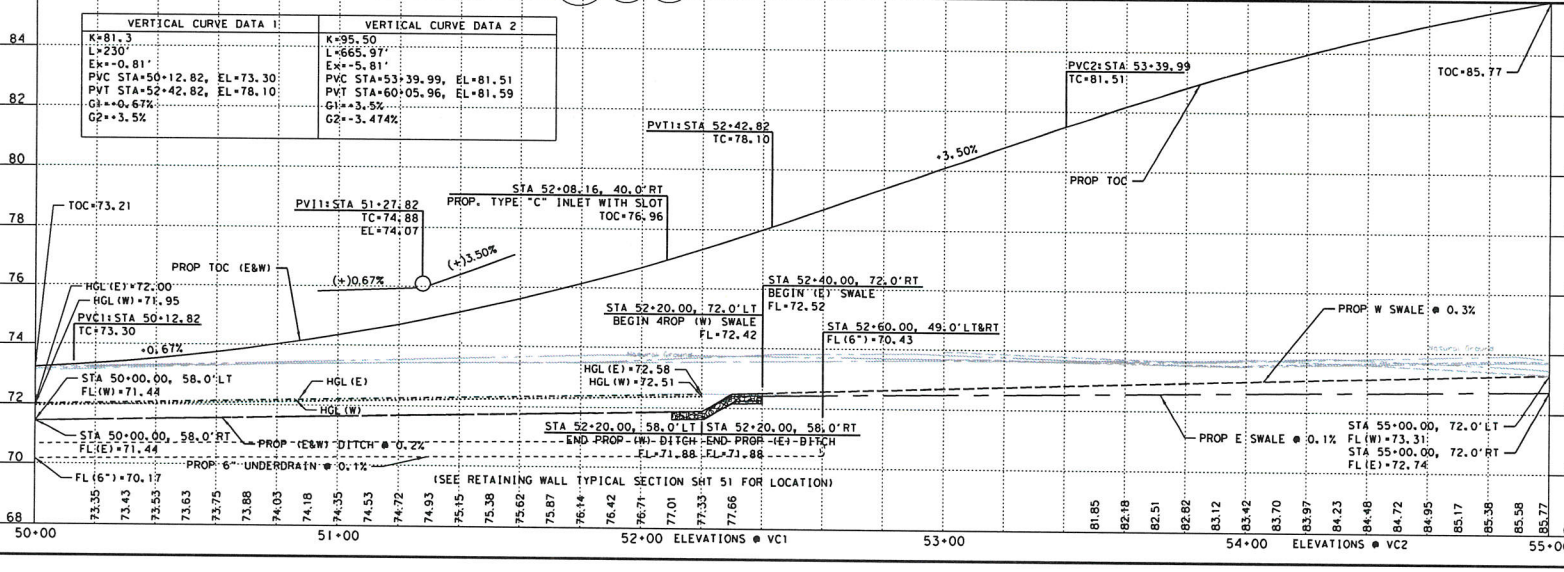
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 Plot: 172021



- BENCHMARK:**
 HCF CRM 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. PAVT 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 WY.
 - 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**
PROFILE LEGEND:
 (E) ROW
 (W) ROW
 EXISTING C

VERTICAL CURVE DATA 1		VERTICAL CURVE DATA 2	
K=81.3	K=95.50		
L=230'	L=665.97'		
Ex=-0.81'	Ex=-5.81'		
PVC STA=50+12.82, EL=73.30	PVC STA=53+39.99, EL=81.51		
PVT STA=52+42.82, EL=78.10	PVT STA=60+05.96, EL=81.59		
G1=+0.67%	G1=+3.5%		
G2=-3.5%	G2=-3.474%		



NO.	DATE	REVISION	APPROVED
1	4/8/21	MBGF ADDED AS PER GCWA	PKP
		RR CALLOUT ADDED & NOT	
		(A) REVISED	



FORT BEND COUNTY

Zarinkelk
 Engineering Services, Inc.
 617 CAROLINE ST
 HOUSTON, TEXAS 77002
 PH: 832.242.2426
 FAX: 832.242.2445
 FIRM REG. # F-0490270

CHIMNEY ROCK ROAD

PLAN AND PROFILE
 STA 50+00 TO STA 55+00

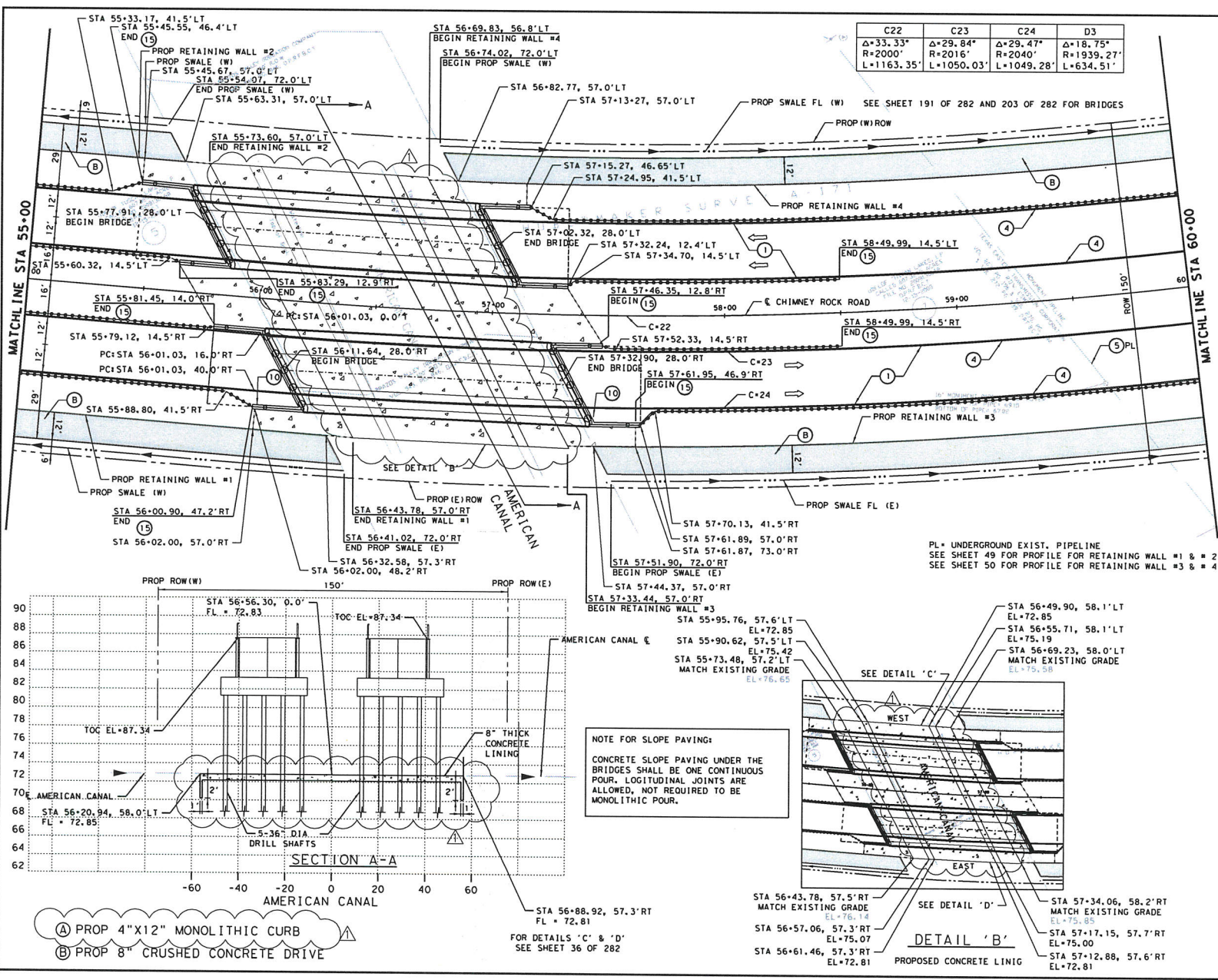
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DESIGNED: MB		VERT SCALE: 1"=2'	
CHECKED: MB		DATE: 4/20/2021	
APPROVED: GZ		SHEET NO:	
CONTRACT: 17202			

SHEET 34 OF 282

DATE: 4/20/2020
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- 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
- PROPOSED 8" REINFORCED CONCRETE PAVEMENT.
 - REMOVE AND DISPOSE OF EXISTING STORM DRAIN SEWER.
 - REMOVE AND DISPOSE OF EXISTING STORM MANHOLE, INLET.
 - PROPOSED 6" CURB.
 - PUC- POTENTIAL UTILITY CONFLICT.
 - REMOVE AND DISPOSE OF EXISTING FENCE.
 - SAWCUT, REMOVE AND DISPOSE OF EXIST. PAVT WITH OR W/O CURB.
 - SAWCUT, REMOVE AND DISPOSE OF EXIST. CONC. CURB.
 - SAWCUT, REMOVE AND DISPOSE OF SIDEWALK, AND RAMPS.
 - PROP 5' WIDE 4.5" THK CONC. SIDEWALK.
 - REMOVE AND DISPOSE EXIST. SIGNS.
 - REMOVE AND RELOCATE EXIST. FIRE HYDRANT, LEAD AND WI.
 - ADJUST MANHOLE, WATER VALVE TO PROP. GRADE.
 - PROP CONCRETE HEADER
 - PROP MBGF WITH END/TERMINAL SECTION
 - PROP CONCRETE CHANNEL LINING FOR SLOPE PROTECTION
- TRAFFIC DIRECTION ARROW
 GRADE 1 RIPRAB 18" THICK
 PROFILE LEGEND:
 (E) ROW
 (W) ROW
 --- EXISTING G

1	4/8/21	CHANNEL LINING ADDED	PKP
		AS PER GCWA	
		NOTE (A) REVISED	
			APPROVED

NO. DATE REVISION APPROVED

Enad Ashkand
 03/11/2021

FORT BEND COUNTY

Zarinkelk
 Engineering Services, Inc.
 617 CAROLINE ST
 HOUSTON, TEXAS 77002
 PH: 832.242.2426
 FAX: 832.242.2445
 Firm Reg. # F-0042720

CHIMNEY ROCK ROAD

PLAN
 STA 55+00 TO STA 60+00

SHEET 35 OF 282

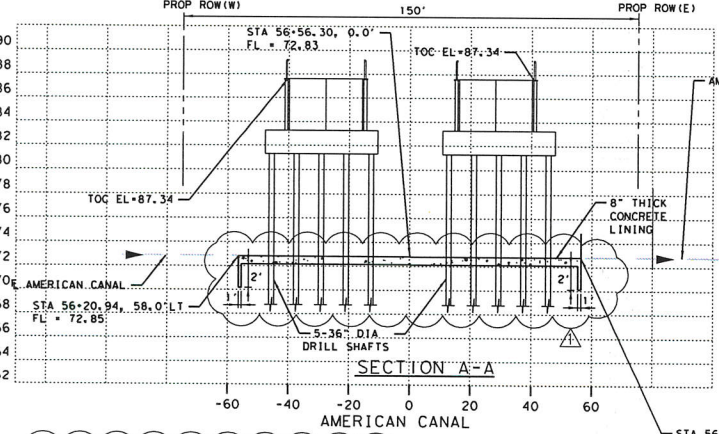
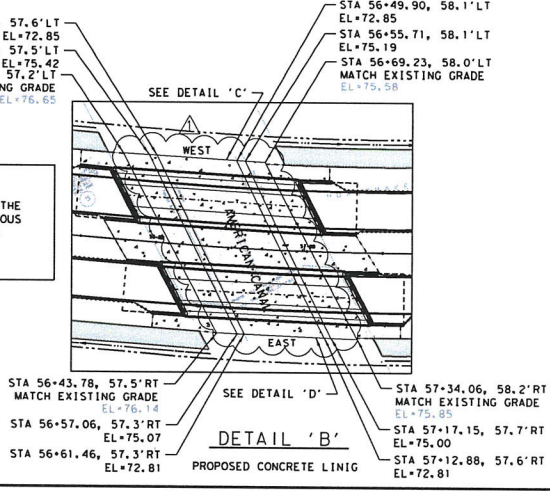
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DESIGNED: MB	VERT SCALE: 1"=2'
CHECKED: MB	DATE: 4/20/2021
APPROVED: GZ	SHEET NO.

CONTRACT: 17202

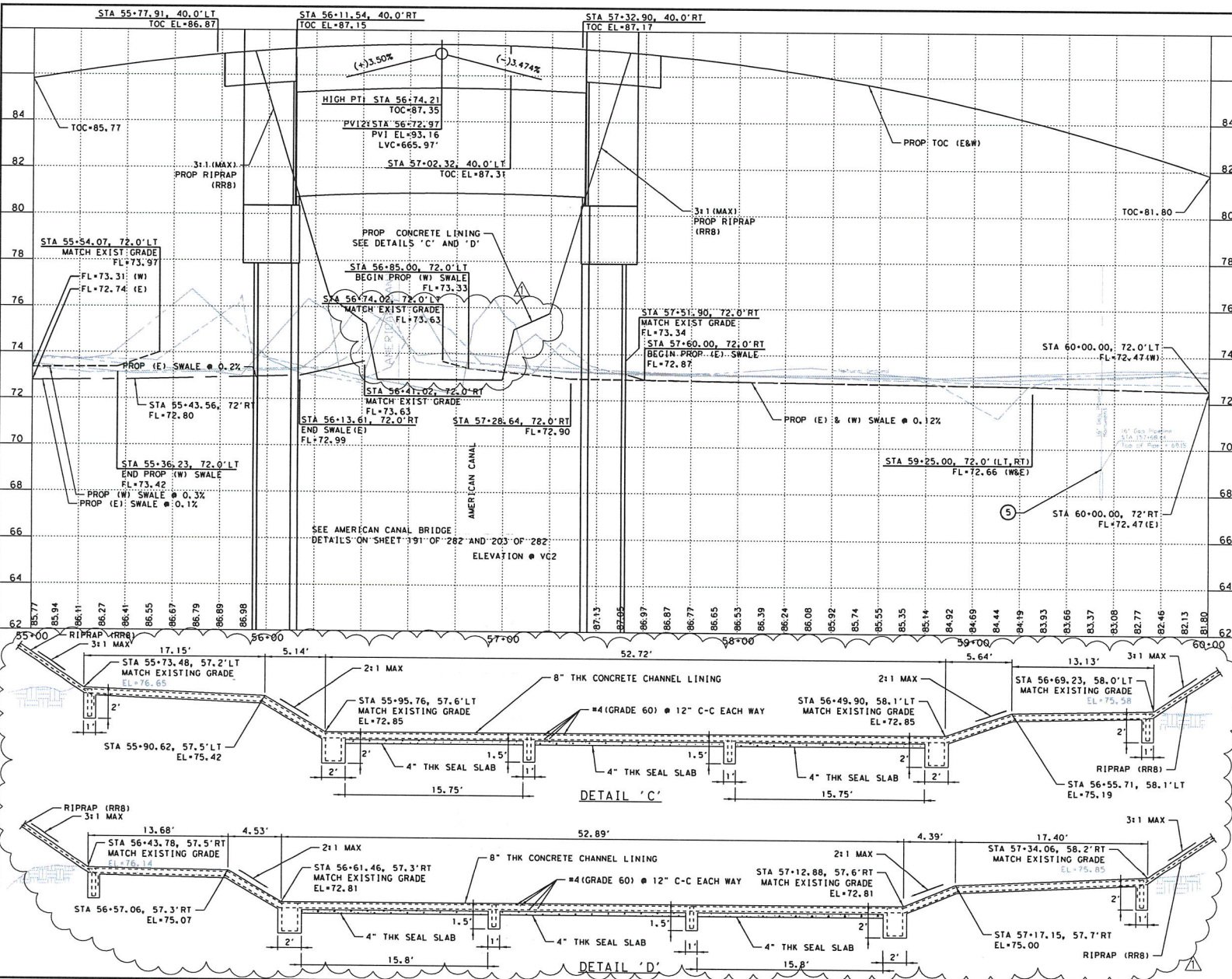
NOTE FOR SLOPE PAVING:
 CONCRETE SLOPE PAVING UNDER THE BRIDGES SHALL BE ONE CONTINUOUS POUR. LONGITUDINAL JOINTS ARE ALLOWED, NOT REQUIRED TO BE MONOLITHIC POUR.

- (A) PROP 4"x12" MONOLITHIC CURB
- (B) PROP 8" CRUSHED CONCRETE DRIVE

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



DATE: 4/20/2021
 TIME: 2:24 PM
 FILE: Z:\2021\2021\Fort Bend County\Profile\Chimney Rock Road.dwg
 User: JG
 Plot: 1/8"=1'-0"
 Plot Date: 4/20/2021 2:24 PM
 Plot Path: \\server\plotters\plotter\Fort Bend County\Profile\Chimney Rock Road.dwg



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 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 WW.
 - 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
 (E) ROW
 (W) ROW
 --- EXISTING G

NO.	DATE	REVISION	APPROVED
1	4/8/21	CHANNEL LINING ADDED AS PER GCWA	PKP



FORT BEND COUNTY

Zarinkelk
 Engineering Services, Inc.
 517 CAROLINE ST.
 HOUSTON, TEXAS 77002
 PH: 832.242.2426
 FAX: 832.242.2445
 FIRM REG. # F-0042720

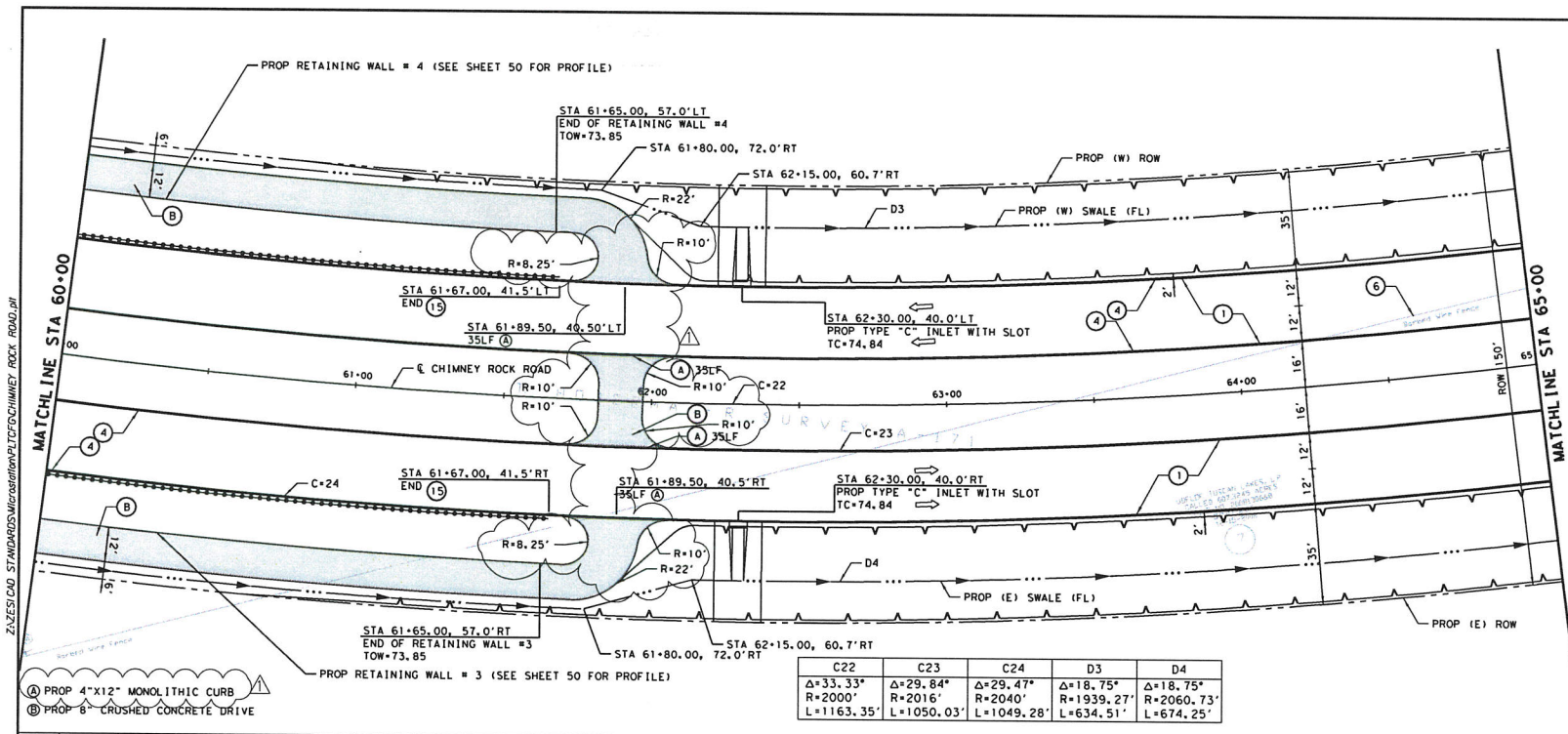
CHIMNEY ROCK ROAD

PROFILE
 STA 55+00 TO STA 60+00

SHEET 36 OF 282

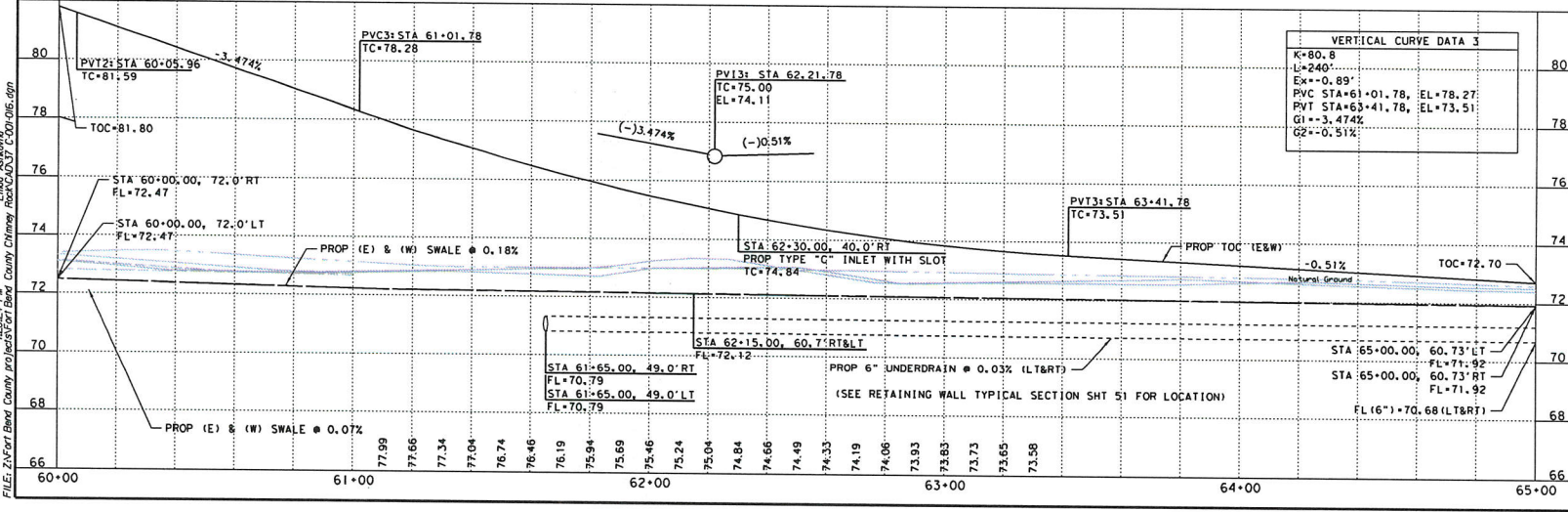
DRAWN: JG	HORIZ SCALE: 1"=20'
DESIGNED: MB	VERT SCALE: 1"=2'
CHECKED: MB	DATE: 4/20/2021
APPROVED: GZ	SHEET NO:

CONTRACT: 17202



C22	C23	C24	D3	D4
Δ=33.33°	Δ=29.84°	Δ=29.47°	Δ=18.75°	Δ=18.75°
R=2000'	R=2016'	R=2040'	R=1939.27'	R=2060.73'
L=1163.35'	L=1050.03'	L=1049.28'	L=634.51'	L=674.25'

- 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
- PROPOSED 8" REINFORCED CONCRETE PAVEMENT.
 - REMOVE AND DISPOSE OF EXISTING STORM DRAIN SEWER.
 - REMOVE AND DISPOSE OF EXISTING STORM MANHOLE, INLET.
 - PROPOSED 6" CURB.
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 - REMOVE AND DISPOSE OF EXISTING FENCE.
 - SAWCUT, REMOVE AND DISPOSE OF EXIST. PAVT WITH OR W/O CURB.
 - SAWCUT, REMOVE AND DISPOSE OF EXIST. CONC. CURB.
 - SAWCUT, REMOVE AND DISPOSE OF SIDEWALK, AND RAMPS.
 - PROP 5' WIDE 4.5" THK CONC. SIDEWALK.
 - REMOVE AND DISPOSE EXIST. SIGNS.
 - REMOVE AND RELOCATE EXIST. FIRE HYDRANT, LEAD AND W/L.
 - ADJUST MANHOLE, WATER VALVE TO PROP. GRADE.
 - PROP CONCRETE HEADER
 - PROP MBGF WITH END/TERMINAL SECTION
 - PROP CONCRETE CHANNEL LINING FOR SLOPE PROTECTION
- TRAFFIC DIRECTION ARROW
- GRADE 1 RIPRAP 18" THICK
- PROFILE LEGEND:
(E) ROW
(W) ROW
EXISTING G



1	4/8/21	AS PER GCWA RR CALLOUT	PKP
		ADDED & NOTE (A) REVISED	

NO.	DATE	REVISION	APPROVED
80			
78			
76			
74			
72			
70			
68			
66			

FORT BEND COUNTY

Zarinkelk
Engineering Services, Inc.

617 CAROLINE ST.
HOUSTON, TEXAS 77002
PH: 832.242.2424
FAX: 832.242.2443
FORM REG. # F-0042370

CHIMNEY ROCK ROAD

PLAN AND PROFILE
STA 60+00 TO STA 65+00

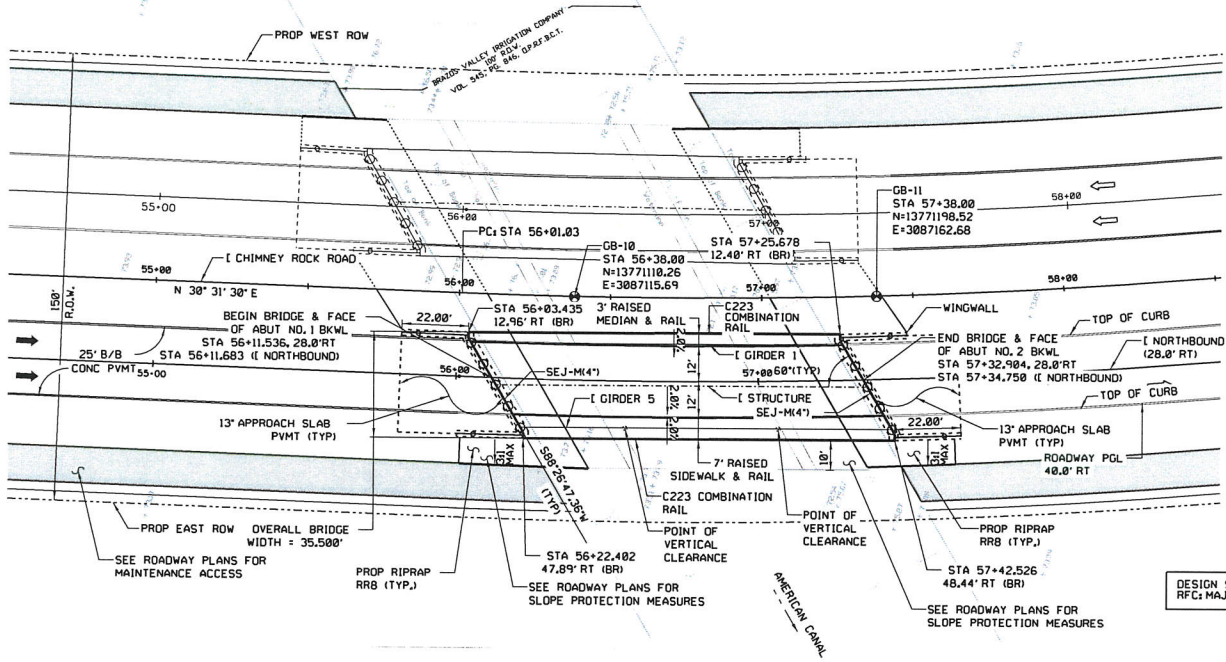
SHEET 37 OF 282

DRAWN: JG	HORIZ SCALE: 1"=20'
DESIGNED: MB	VERT SCALE: 1"=2'
CHECKED: MB	DATE: 4/20/2021
APPROVED: GZ	SHEET NO:

CONTRACT: 17202

DATE: 3/16/2021
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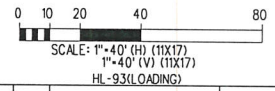
DATE: 3/16/2021
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GENERAL NOTES:

- DESIGNED IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION (2017) AND CURRENT INTERIMS FOR HL93 LOADING.
- BEAM END CONDITIONS:
D - DENOTES DOWEL AT EXTERIOR BEAMS.
BLANK - DENOTES NO DOWEL.
- ⊙ DENOTES SOIL BORING LOCATION, FOR BORING LOG INFORMATION, SEE "BORING LOG" SHEETS.
- LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION PRIOR TO CONSTRUCTION.
- SEE BRIDGE TYPICAL SECTION SHEET FOR DETAILS OF BRIDGE SECTION.
- SEE BENT DETAIL SHEETS FOR COLUMN HEIGHTS.
- 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.
- STATIONS AND OFFSETS ARE FROM CHIMNEY ROCK ROAD CENTERLINE UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS ARE FROM CENTER LINE OF STRUCTURE UNLESS OTHERWISE SPECIFIED.
- REFER TO ROADWAY PLAN & PROFILE SHEETS FOR ROADWAY AND DITCH DETAILS.
- BRIDGE PGL = ROADWAY PGL - 0.26'. THE PROFILE INFORMATION SHOWN IN THIS SHEET IS BASED OFF NORTHBOUND AT MIDDLE OF TRAVEL LANES (28' RT).

DESIGN SPEED: 45 MPH
 RFC: MAJOR THOROUGHFARE



PLAN

NO.	DATE	REVISION	APPROVED

STATE OF TEXAS
 A MAHENDRA RODRIGO
 87523
 LICENSED PROFESSIONAL ENGINEER
 03/16/2021

FORT BEND COUNTY

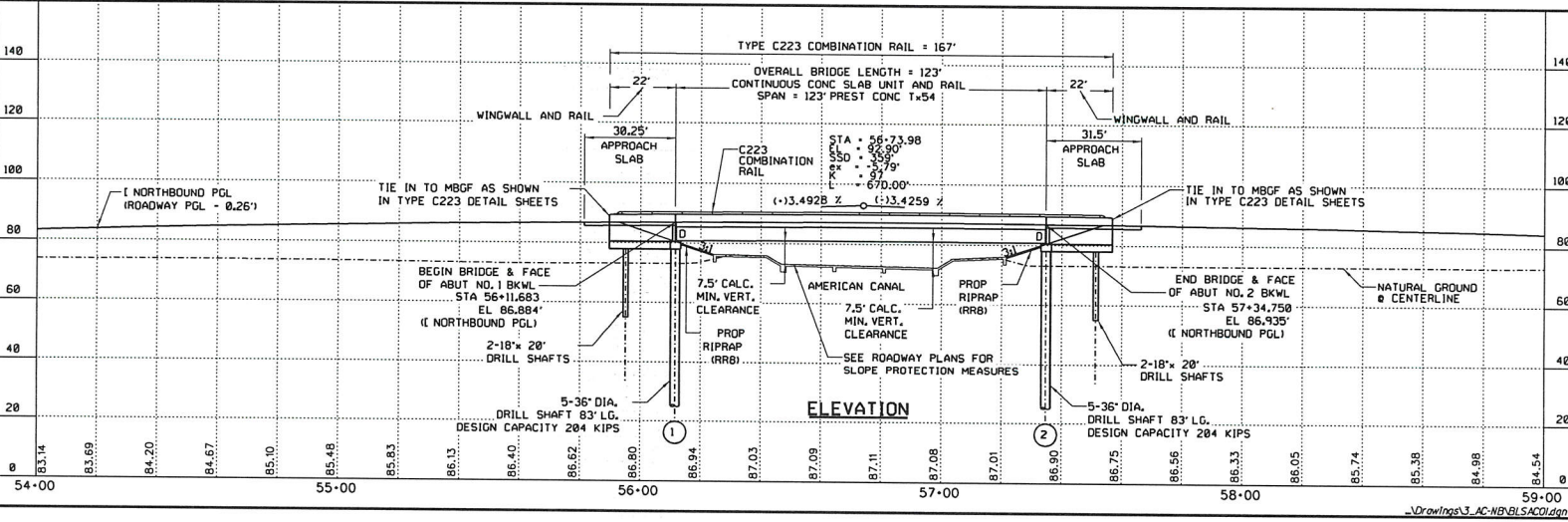
GC ENGINEERING, INC
 2505 PARK AVE PEARLAND TX 77661
 PH: (281)412-7008 FAX: (281)412-4623
 TYPE FIRM NO. F7-7885

CHIMNEY ROCK ROAD
 BRIDGE LAYOUT
 BRIDGE OVER AMERICAN CANAL - NORTHBOUND

SHEET 191 OF 282

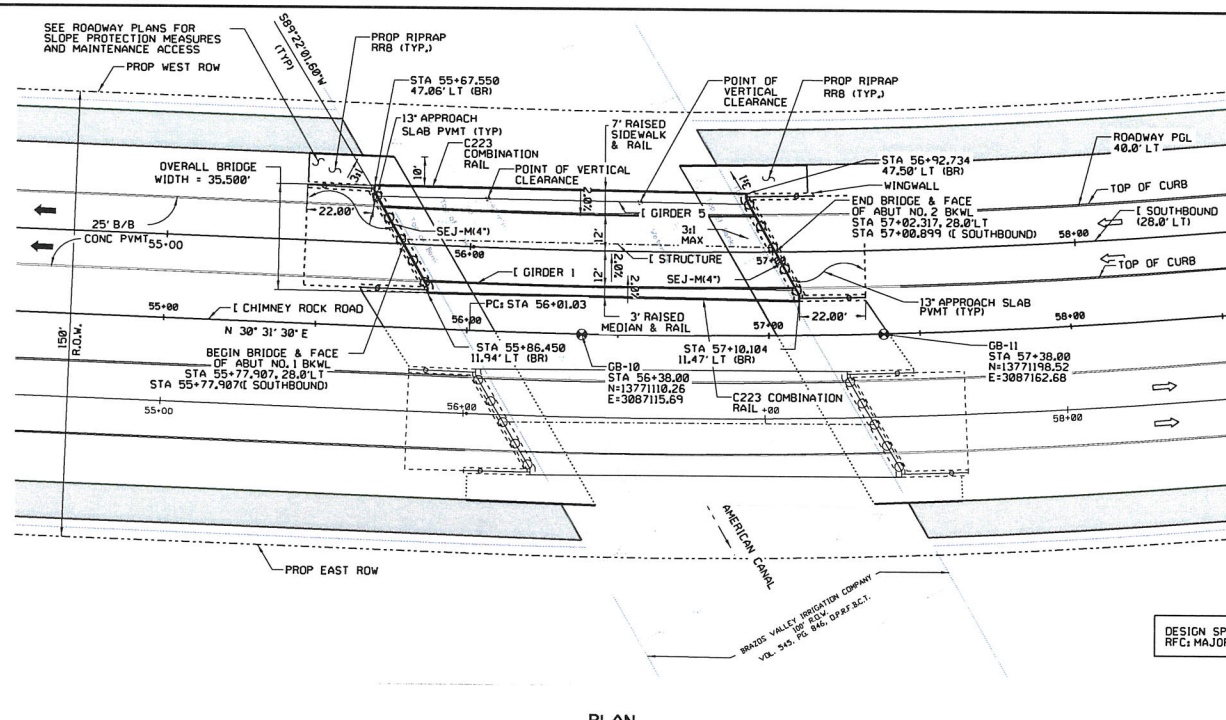
DRAWN: SO	HORIZ SCALE: 1"=40'
DESIGNED: BD	VERT SCALE: 1"=40'
CHECKED: BD	DATE: 03/15/2021
APPROVED: AMR	SHEET NO:

CONTRACT: XXX SECTION XXXX



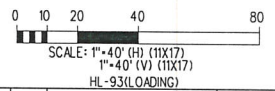
ELEVATION

DATE: 3/18/2021
 FILE: M:\Proj\MEASDC - 0789 - FBC Chimney Rock Road Bridges\Drawings\CHIMNEY ROCK ROAD\



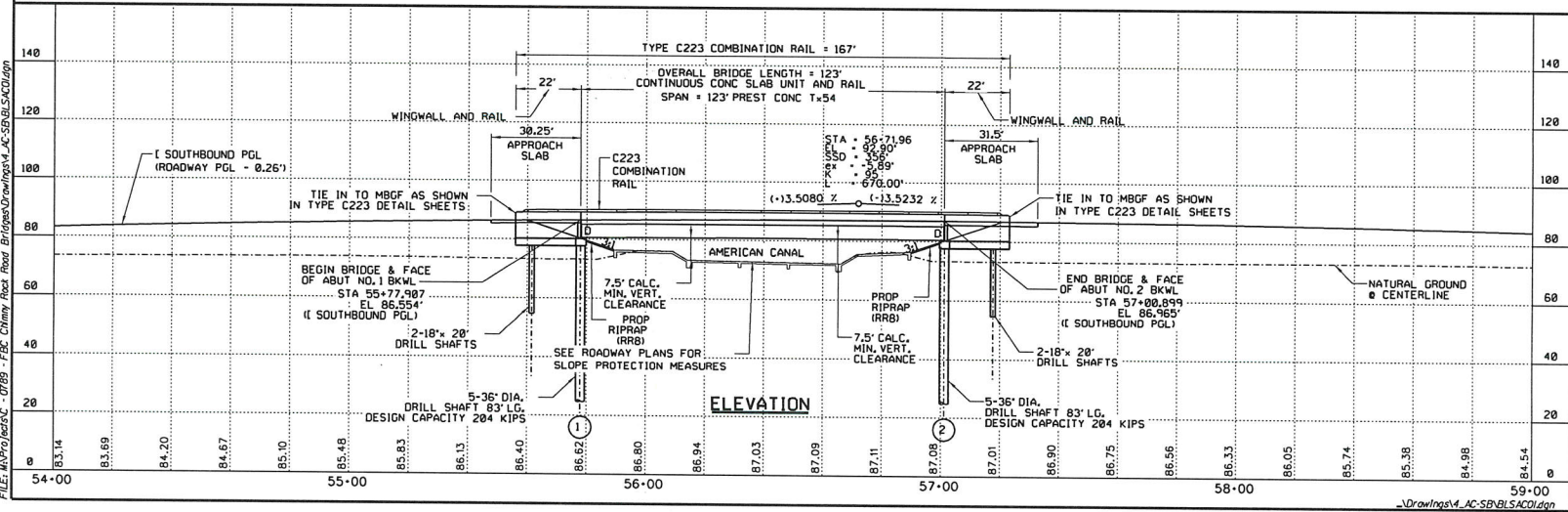
GENERAL NOTES:

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- BRIDGE PGL = ROADWAY PGL - 0.26'. THE PROFILE INFORMATION SHOWN IN THIS SHEET IS BASED OFF [SOUTHBOUND AT MIDDLE OF TRAVEL LANES (28' LT).



DESIGN SPEED: 45 MPH
 RFC: MAJOR THOROUGHFARE

PLAN



ELEVATION

NO.	DATE	REVISION	APPROVED

STATE OF TEXAS
 A MAHENDRA RODRIGO
 87523
 PROFESSIONAL ENGINEER
 03/18/2021

FORT BEND COUNTY

GC ENGINEERING, INC
 2695 PARK AVE PEARLAND TX 77581
 PH: (281)412-7008 FAX: (281)412-4623
 TPE FIRM NO. F-7889

CHIMNEY ROCK ROAD
BRIDGE LAYOUT
 BRIDGE OVER AMERICAN CANAL - SOUTHBOUND
 SHEET 203 OF 282

DRAWN: SO	HORIZ SCALE: 1"=40'
DESIGNED: BD	VERT SCALE: 1"=40'
CHECKED: BD	DATE: 03/15/2020
APPROVED: AMR	SHEET NO:
CONTRACT: XXX	SECTION XXXX