

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 November 15, 2022, and will be completed no later than May 15, 2024.

If the Applicant is not an individual, the person signing this Application must also provide evidence (s)he has authority to execute the document.

Signed the 26th day of April, 2022.



Authorized Applicant Representative

KP George, County Judge

Print Name

301 Jackson St. Richmond TX 77471

Address

281-341-5608

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 **August 13, 2024** (90 days after the anticipated completion date **May 15, 2024**) the Grantee fails to provide the Grantor as-built Exhibits A and B certified by a Texas registered professional land surveyor in 8 ½ x 11 or 11 x 17 sheet hardcopies form and electronic .pdf images and approved by the Grantor. Exhibit coordinates shall be provided in NAD 83 Texas South Central Zone. Units shall be reported in US survey feet using grid bearings and grid distances and shall be tied to a class 1 or better NGS monument on horizontal and vertical. A table shall be included that reports the grid coordinates for any monument used and all points of inflection.
- 2) **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 [May 15, 2024](#). The Crossing must be constructed according to the plans and specifications set forth on Exhibit B. All construction activity must be confined to the Construction Area. Upon completion of the Crossing, **GRANTEE** shall (i) repair all damage to roads, tracks, fences, pavement and other structures or items located on **GRANTOR**'s lands (including the License Strip and Construction Area) and restore same to their condition prior to construction and (ii) restore and clean the surface of the land covered by the License Strip and Construction Area to its condition prior to construction. **GRANTEE** is not and shall not be construed as **GRANTOR**'s agent in contracting for any improvements to the License Strip, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the above or any other property of **GRANTOR**, except for **GRANTEE**'s license rights hereunder. **GRANTEE** shall, to the extent allowed by law, indemnify and hold harmless **GRANTOR** and the officers, directors, employees, agents, successors and assignees of **GRANTOR**

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

- 9) **Marking Location of Crossing.** If the Crossing is a pipeline, then GRANTEE shall maintain markings along the entire length of the pipeline and the License Strip throughout the term of this agreement, which will inform anyone performing work in the area of the Crossing, and of all reasonable and necessary precautions to take prior to performing any work.
- 10) **Insurance.** GRANTEE must, at its sole expense, maintain in effect at all times during the term of this agreement the following insurance policies:
 - a) **Commercial General Liability Insurance.** GRANTEE must maintain commercial general liability insurance, including pollution liability coverage, covering **GRANTOR** and the officers, directors, employees, agents, successors and assignees of **GRANTOR** and **GRANTEE** for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for personal injury, bodily injury, or death. This insurance must protect against liability to any employees or servants of **GRANTEE** and to any other person or persons whose property damage, personal injury, or death arises out of or in connection with the occupation, use, or condition of the Crossing, the License Strip, or the Construction Area, and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of **GRANTEE** under the terms of this Agreement. Such policy must name **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR** as an additional insured.
 - b) **Workers Compensation.** GRANTEE must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to **GRANTEE's** operations at the License Strip or the Construction Area. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights of subrogation against **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR**.
 - c) **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 23rd day of June, 2022.

GRANTOR:



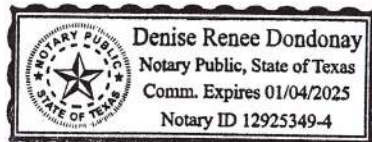
GULF COAST WATER AUTHORITY

By: [Signature]
Brandon Wade, General Manager

STATE OF TEXAS
COUNTY OF Galveston

This instrument was acknowledged before me on the 23rd day of June, 2022, by Brandon Wade, General Manager of Gulf Coast Water Authority, on behalf of the Authority.

[Signature]
Notary Public, State of Texas



GRANTEE:

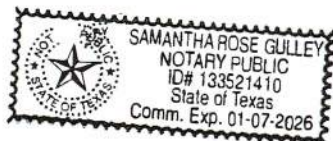
By: [Signature]
KP George, County Judge

STATE OF TEXAS
COUNTY OF Fort Bend

§
§

This instrument was acknowledged before me on the 26th day of April, 2022, by KP George, County Judge of Fort Bend County, Texas, on its behalf.

[Signature]
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.

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

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

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

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

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

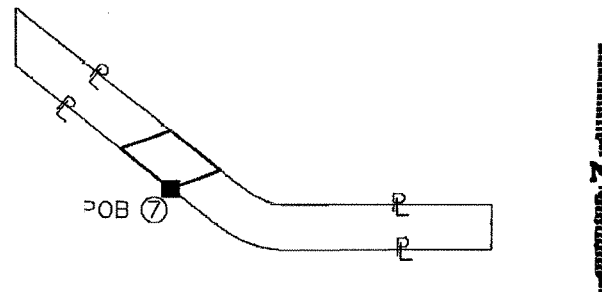
The area and square footage mentioned herein for this parcel is based on the mathematical closure of the courses and distances as reflected on this survey and description, it does not include the tolerances that may be present due to position accuracy of the boundary monumentation.

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

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

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

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



PARENT TRACT INSET PARCEL 7
N.T.S.

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

FOUND MONUMENT
UNLESS OTHERWISE NOTED

POINT

PROPERTY LINE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM 1983, (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY APPLYING A COMBINED SCALE FACTOR OF 1.00013.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

3. FIELD SURVEYS WERE PERFORMED FROM JUNE 2018 TO SEPT. 2018.
ABSTRACTING WERE PERFORMED FROM JUNE 2018 TO SEPTEMBER 2018.
ABSTRACTING SERVICES (POSTLE PROPERTY SERVICES, INC.) WAS CONDUCTED FROM MAY 2018 TO AUGUST 2018.

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

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



TSC Surveying
"A GeoSurv, Inc. Company"

GeoSurv, Inc. d/b/a TSC Surveying

TBPLS Firm No. 10083100

10970 STANCLIFF RD. HOUSTON, TEXAS 77099
TEL. 713-784-4466

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

PARCEL PLAT

SHOWING PROPERTY OF

PARCEL 07

TSC SURVEYING

LAKE OLYMPIA SEG. 2
FORT BEND COUNTY
SEPT. 2020

SCALE: 1"=50'

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 Structure's 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 ENGINEERING DEPARTMENT

LAKE OLYMPIA PARKWAY EXTENSION SEGMENT 2
CHIMNEY ROCK TO FM 521

FORT BEND COUNTY, TEXAS
2017 MOBILITY PROJECT NUMBER 17201

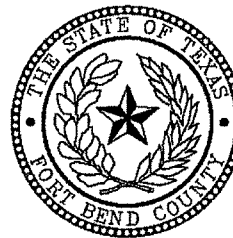
VINCENT M. MORALES, JR.
COMMISSIONER PRECINCT 1

GRADY PRESTAGE
COMMISSIONER PRECINCT 2

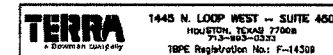
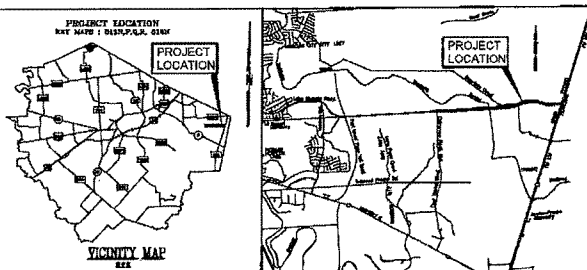
KP GEORGE
COUNTY JUDGE

ANDY MEYERS
COMMISSIONER PRECINCT 3

KEN R DeMERCHANT
COMMISSIONER PRECINCT 4



FEBRUARY 28, 2022
PRECINCT #2
Fort Bend County, Texas



TAI PROJECT No. 0522-1802



FBCED, STANDARD 01

2. PORT BEND COUNTY MUST BE NOTIFIED TO THE PRE-CONSTRUCTION MEETING.
3. CONTRACTOR SHALL NOTIFY PORT 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@PORTBENDCOUNTYTX.GOV.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM PORT BEND COUNTY PRIOR TO COMMENCING CONSTRUCTION OF ANY IMPROVEMENTS WITHIN COUNTY ROAD RIGHT OF WAY.
5. ALL PAVING IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PORT BEND COUNTY TRULPS, REGULATIONS AND REQUIREMENTS PERTAINING TO THE APPROVAL AND ACCEPTANCE OF IMPROVEMENTS IN SUBDIVISIONS AS CURRENTLY AMENDED.
6. ALL ROAD WIDTHS, CURB RADIUS AND CURB ALIGNMENT SHOWN INDICATES BACK OF CURB.
7. A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
8. ALL BOWSHIELD PAVEMENT SHALL BE 5/2" 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.
9. ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
10. 4" x 12" REINFORCED BOWSHIELD CURB SHALL BE PLACED IN FRONT OF SINGLE FAMILY LOTS ONLY. ALL OTHER AREAS SHALL BE 6" REINFORCED CONCRETE CURB.
11. CURB HEADERS ARE REQUIRED AT CURB CONNECTIONS TO HANDICAP RAMP, WITH NO CONSTRUCTION JOINT WITHIN 5' OF RAMP'S.
12. 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, STOPPING AND MARKING TO BE IN ACCORDANCE WITH THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BOTH DAY AND NIGHT.
13. ALL 81-1 STOP SIGNS SHALL BE A MINIMUM OF 36X36" WITH DIAMOND GRADE SHEETING PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
14. STREET NAME SIGNAGE SHALL BE ON A 4" HIGH SIGN PLAT FLAT REFLECTIVE GREEN BACKGROUND. STREET NAMES SHALL BE UPPER AND LOWERCASE LETTERING WITH UPPER CASE LETTERS OF 8" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM. THE LETTERS SHALL BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL BE MOUNTED ON STOP SIGN POSTS.
15. A BLUE DOUBLE REFLECTORIZED BUTTON SHALL BE PLACED AT ALL FIRE HYDRANT LOCATIONS. THE BUTTON SHALL BE PLACED 12 INCHES OFF THE CENTERLINE OF THE STREET ON THE SAME SIDE AS THE HYDRANT.
16. THE PROJECT AND ALL PARTS THEREOF SHALL BE SUBJECT TO INSPECTION FROM TIME TO TIME BY INSPECTORS DESIGNATED BY PORT BEND COUNTY. NO SUCH INSPECTIONS SHALL RELIEVE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREUNDER. THE CONTRACTOR SHALL BE PLACED ON HOLD TO DISCOVER OR CORRECT ANY OF THE WORK AS NOT IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, REQUIREMENTS AND SPECIFICATIONS OF PORT BEND COUNTY OR ANY PROVISION OF THE PROJECT SHALL BE CONSIDERED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR TO RELIEVE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREUNDER.
17. STABILIZED GEOTECHNICAL GEOTEXTILE THE THICKNESS OF THE STABILIZED GEOTECHNICAL AGENT DURING AND COMPACTION. IF THE SUBGRADE DEPTH IS GREATER THAN THE PROPOSED THICKNESS BY 20% OR MORE, THE CMT LAY MUST PROVIDE VERIFICATION THE PERCENTAGE OF MATERIAL BEING USED TO STABILIZE THE SUBGRADE MEETS OR EXCEEDS PROJECT REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILIZATION OF THE SUBGRADE.

TRAFFIC CONTROL

- SHEAR:

[illegible]

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

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

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

PRIVATE VULVITY NOTES

AT&T TEXAS/NUHT FACILITIES NOTES

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

THE CONTRACTOR SHALL CALL 1-800-344-8377 A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.

WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF AT&T TEXAS/SWBT FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES. WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE AT&T TEXAS/SWBT TELEPHONE FACILITIES.

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

THE PRESENCE OR ABSENCE OF AT&T TIEBARS/SWIFT UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO OTHER BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA.

PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER MR. ROOSEVELT LEE, JR. AT (713)567-4352 OR EMAIL HIM AT RL2259@ATT.COM, IF THERE ARE QUESTIONS ABOUT BORING OR EXCAVATING NEAR OUR AT&T TEXAS/SWIFT FACILITIES.

DIRECT BURIED CABLE PROCEDURE

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

- * CALL 1-800-344-8377 AND ADVISE: WEED THE EXISTING AT&T/SWBT FACILITIES LOCATED FOR THE DESIGN PHASE OF YOUR PROJECT. PLEASE ALLOW 78 HOURS FOR THE CABLE TO GET MARKED BEFORE SENDS YOUR FIELD CREW FOR BASE LINE SURVEY FOR LOCATED OF BE SPACING ON THE PROJECT LOCATION.
- * THE LOCATOR WILL FIELD LOCATE THE EXISTING AT&T/SWBT FACILITIES ORANGE PAINT AND/OR FLAGS.
- * YOUR FIELD PARTY CAN SURVEY THE BURIED CABLE LOCATION USING THE GRADE MARKS ON THE GROUND. IF THE CABLES ARE NOT MARKED, PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER, MR. ROOSEVELT LEE JR. AT (713)567-1555 OR EMAIL LHL@712262607.COM.
- * PLOT THE EXACT LOCATION OF THE AT&T TEXAS/SWBT DIRECT BURIED CABLE FACILITIES ON THE PLAN AND PROFILE SHEET.

CENTERPOINT ENERGY NOTES

CAUTION: UNDERGROUND GAS FACILITIES

LOCATION OF CONTEMPORARY ENERGY MAIN LINES (TO INCLUDE CONTEMPORARY ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE MANNER. THESE LINES ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A COMPLETION ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY INFORMATION FROM THE APPROPRIATE COMMITTEE AT 1-800-545-0008, P.O. BOX 1, MINNAPPA, NE 68403, BEFORE COMMENCING WORK. TO NAME MAIN AND SERVICE LINES, SEE LIST OF UTILITY

- WHEN EXCAVATING ENERGY PIPE LINE, WORKERS ARE NOT VISIBLE, CALL (713) 949-0638 OR (713) 949-8037 (TODAY TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
- WHEN EXCAVATING WITH EIGHTEEN INCH (1 1/2") OF THE DUCTED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
- WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
- FOR EMERGENCIES REGARDING GAS LINES CALL (713) 856-3562 OR (713) 207-4900.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

~~WARNING: OVERHEAD ELECTRICAL FACILITIES~~

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

- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN 50(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

PAINTER RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

ACTIVITIES ON/OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY: NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713)207-6248 OR (713)207-0768.

BENGE-GLADON

HYFORM 010225. BRASS DISK ON THE EAST END OF A
CONCRETE HEADWALL ON THE NORTH SIDE OF FM 2234 AT
CLEAR CREEK. NAME "B" DATA, 2007 ADA
ELEVATION=54.42

LAKE OLYMPIA UTILITY CONTACTS

ENTERTAINMENT WEEKLY 11

ENTERPRISE PIPELINE
NATURAL GAS
MAIN CONTACT: JAY JOHNSON
LAND REPRESENTATIVE-ENCROACHMENTS
PHONE: 281-687-3373
EMAIL: jjohnson@encord.com

MUSTAR LOGISTICS P...

MAIN CONTACT: WES GORE
NON-HV. PRODUCT
HOUSTON PIPELINE
PHONE: 800-481-0038
EMAIL: Wes.gore@wyalonenergy.com

UNION PACIFIC RAILROAD

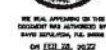
MAIN CONTACT: DALE HILL
UNION PACIFIC RAILROAD (CONSULTANT TO UPRI)
PHONE: 832-787-3078
EMAIL: dhill@hannesh.com
dhill@upconrailcorp.com


ON THE COAST WATER

MAIN CONTACT: PATRICK DONART
PHONE: 400-795-0745

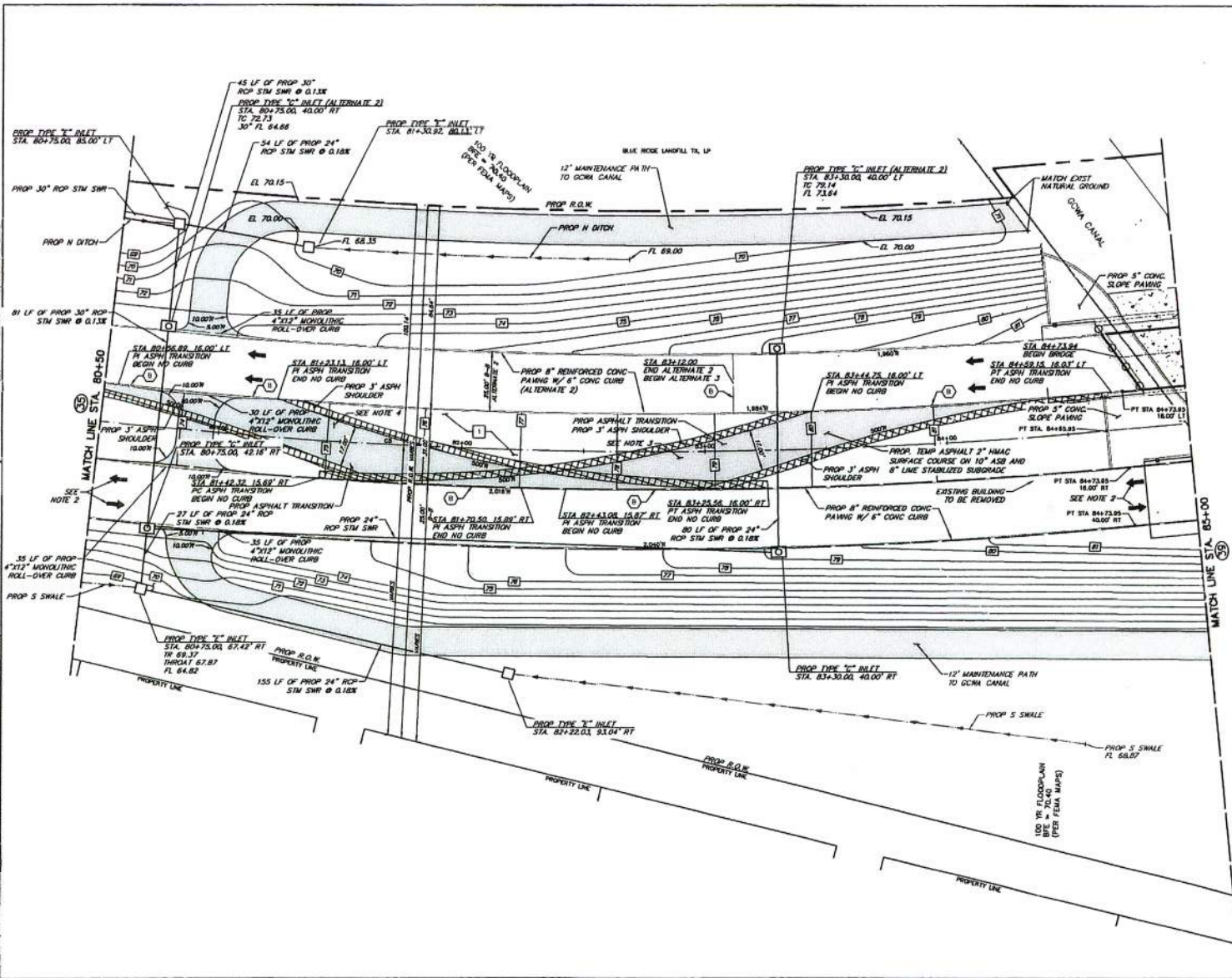
GULF COAST WATER AUTHORITY (GCWA) NOTES

1. GCWA MUST BE INVITED TO THE PRE-BID MEETING AND PRE-CONSTRUCTION MEETING.
2. CONTRACTOR SHALL NOTIFY GCWA DISTRICT ENGINEER MR. PATRICK DONART AT 409-795-0745 OR AS AN ALTERNATE CONTACT MR. ERIC WILSON AT 713-851-4057 SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES ON AMERICAN CANAL.
3. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED BRIDGE OVER AMERICAN CANAL BETWEEN THE MONTHS OF OCTOBER 15TH TO MARCH 15TH.



REMARK	DESCRIPTION			DATE	APP.
LAKE OLYMPIA PARKWAY SEGMENT 2					
CONSTRUCTION NOTES					
<div><div>TERRA a harsco corporation</div><div>1448 N. LOOP WEST - SUITE 480 HOUSTON, TEXAS 77098 713-482-0390 TPE Registration No. F-14300</div></div>					
DRAWN BY: J.S.		SCALES: N.T.S.		PROJECT NO.: 0325-1902	
CHECKED BY: G.B.		DATE: FEBRUARY 28, 2012		SHEET # OF 227	

FL 64.82
STA 80+75.00
STA 80+50 TO STA 85+00
DATE 2022-03-17
PROJECT NO. 2022-03-17
SHEET 37 OF 227



NOTES

1. PROPOSED STRUCTURES SHALL BE CONSTRUCTED ON THE EAST END OF A CONCRETE HEADWALL ON THE NORTH SIDE OF THE 23.34 AT CLEAR CREEK, HAVE 78% NATURAL 200% ADJ. ELEVATION 64.82

TO BE CONSTRUCTED

(A) FULL DEPTH SAWCUT

(B) STANDARD PAVEMENT REPAIR (SEE NOTE 1) ALTERNATES 2 AND 3 ARE NOT ACCEPTED AS APPLICABLE (AND PROVIDE A 6" CURB)

TO BE REMOVED

(1) VACUATED AREAS (ITEM 602)

(2) BARRIERS FENCE

TREES ARE INCIDENTAL TO SPECIFICATION SECTION 802.00

NOTES

1. PROPOSED P.O.B. REFERS TO OUTSIDE PROPOSED R.O.W. ELEV.

2. NO CHANGES WILL BE MADE TO THE ALTERNATE 2 OR 3 ARE ACCEPTED.

3. PROPOSED ASPHALT TRANSITION IS DELETED FROM SCOPE IF ALTERNATE 2 OR 3 ARE ACCEPTED, OR BOTH ALTERNATES 2 AND 3 ARE ACCEPTED.

4. PROPOSED ASPHALT TRANSITION IS DELETED FROM SCOPE IF ALTERNATE 2 OR 3 ARE ACCEPTED, OR BOTH ALTERNATES 2 AND 3 ARE ACCEPTED.

5. PG, PT, AND PI REFERENCES ARE TO PAGE OF CURB.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord	Chord
C5	887.11'	2000.00'	19°41'04"	1771'00"	883.74'

SEALED

DANIEL A. DEPAVITA

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

EXPIRATION DATE 12/31/2022

REVISION

NO.	DESCRIPTION	DATE	APP.
1	LAKE OLYMPIA PARKWAY SEGMENT 2		
2	LAKE OLYMPIA PARKWAY PLAN		
3	STA 80+50 TO STA 85+00		

TERRA

1445 N. LOOP WEST - SUITE 450

HOUSTON, TEXAS 77059

713-883-0333

TXB Registration No: F-14308

DRAWN BY: J.S.

SCALE: 1" = 40'

CHECKED BY: D.A.

DATE: FEBRUARY 26, 2022

SHEET: 37 OF 227

TO BE CONSTRUCTED

- (A) FULL DEPTH SAWCUT**
- (B) STANDARD PAVEMENT HEADER (DELETE IF ALTERNATES 2 OR 3 ARE NOT ACCEPTED. AS SHOWN FROM 11' AND 15' MINIMUM TO 30' MAXIMUM)**

TO BE REMOVED


- 1 WOODED AREAS (ITEM 562)
2 BARN YARD FENCE
- ITEMS ARE INCIDENTAL TO
SPECIFICATION SECTIONS NOTE

NOTES:

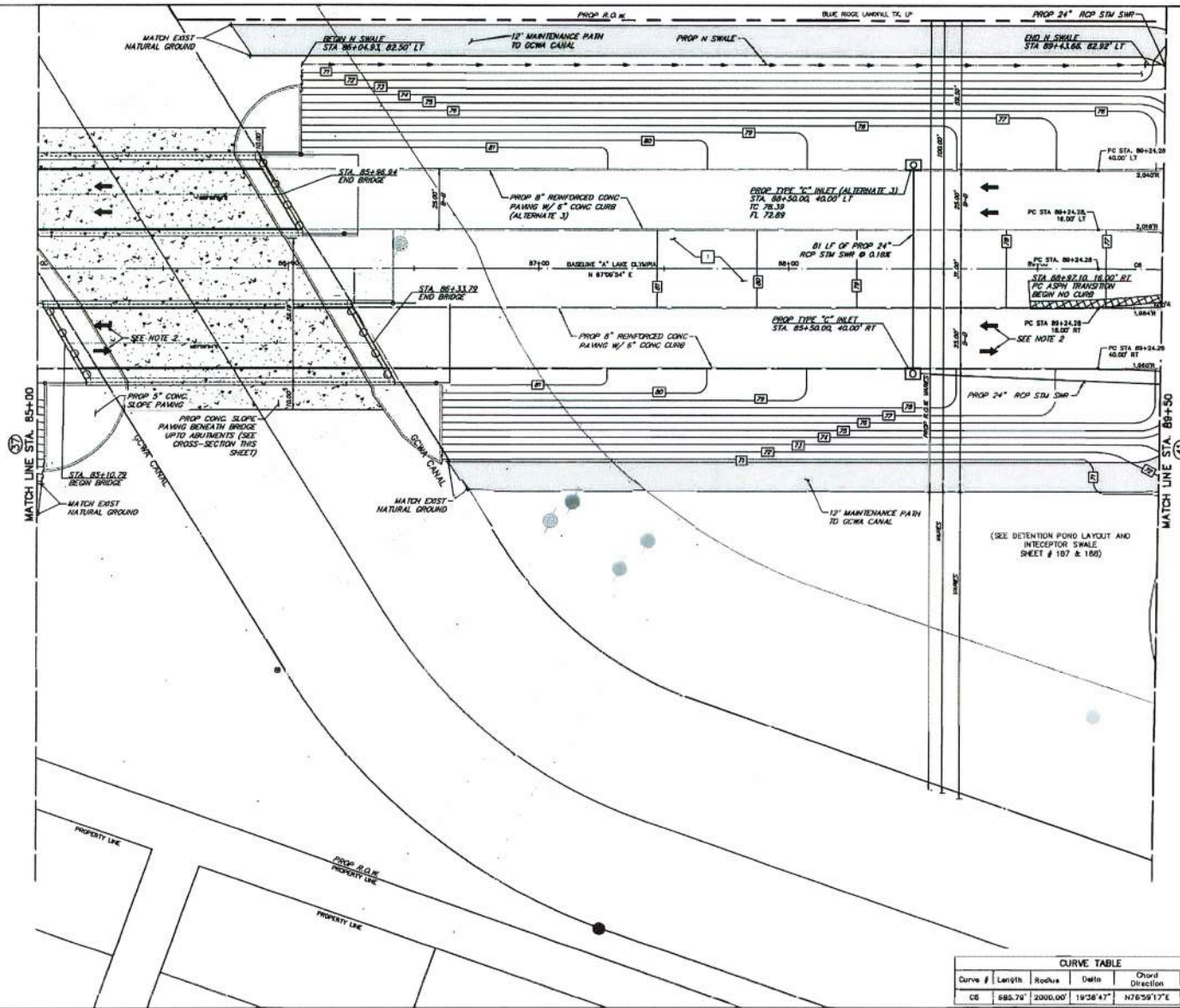
1. PROP PGL REFERS TO OUTSIDE PROP TOC. ELEV.
2. BOTH LINES WILL TRAVEL EASTBOUND IF ALTERNATE 2 IS ACCEPTED.
3. PROP ADULT TRANSITION IS DELETED FROM SCOPE IF ALTERNATE 2 IS NOT ACCEPTED, OR BOTH ALTERNATES 2 AND 3 ARE ACCEPTED.
4. PROP ADULT TRANSITION IS DELETED FROM SCOPE IF ALTERNATE 2 IS NOT ACCEPTED, OR BOTH ALTERNATES 2 AND 3 ARE ACCEPTED.
5. PG, PT, AND PI REFERENCES ARE TO FACE OF CURB.



THE MAIL, APPEARED ON THE
DOCUMENT WAS AUTHORIZED BY
JAMES B. GILKINSON, P.E. BUREAU
ON FEB 28, 2023

ROUND		DESCRIPTION		DATE	AP
		LAKE OLYMPIA PARKWAY SEGMENT 2			
		LAKE OLYMPIA PARKWAY PROFILE			
		STA 80+50 TO STA 85+00			
		1448 N. LOOP WEST - SUITE 480 HOUSTON, TEXAS 77057-0000 Phone Registration No. T-14509			
GRAPHIC BY: J.A.	SCALE:	PLAN: 1" = 40' V 1" = 4' V			
CHECKED BY: D.S.	DATE: FEBRUARY 26, 2002	PROJECT NO.	8033-1002	CONTRACT: 17601	
		SHEET	8	OF 22	

F:\Clients\0522-Fair Bend County Engineering\0522-1802 Lake Olympia Phase 2\Drawings\40 PROFILE STA 85+00 TO STA 89+50.dwg, Mar 07, 2022 7:32am Terra Associates Inc., James A. Shaw



- TO BE CONSTRUCTED**
- (A) FULL DEPTH SAWCUT
 - (B) STANDARD PAVEMENT HEADER

- TO BE REMOVED**
- (1) WOODEN ARMS (ITEM SET)
 - (2) BARS WIRE FENCE
- *ITEMS ARE INCIDENTAL TO SPECIFICATION RECTIONS NOTED

- NOTES:**
1. PROP PGL REFERS TO OUTSIDE PROP TOC BLEV.
 2. BOTH LANES WILL TRAVEL EASTBOUND IF ALTERNATE 3 IS ACCEPTED
 3. P.C. P.T. AND PREFERENCES ARE TO FACE OF CURB.



6\"/>



THE SEAL APPROVING THIS
DESIGN HAS EXPIRED BY
DAVID SEPULVEDA, P.E. 84008
ON 08/28, 2022

REV.	DESCRIPTION	DATE	APP.
LAKE OLYMPIA PARKWAY SEGMENT 2			
LAKE OLYMPIA PARKWAY PLAN			
STA 85+00 TO STA 89+50			
TERRA 1445 N. LOOP WEST - SUITE 450 HOUSTON, TEXAS 77006 713-463-0333 TSP# Registration No.: 8-14309			
DRAWN BY: JLS	SCALE: 1" = 40'	PROJECT No. 0522-1802	CONTRACT: 1780
CHECKED BY: DLS	DAT: FEBRUARY 28, 2022	SHEET	39 OF 227

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Distance
C6	685.74'	2000.00'	19°38'47"	N76°59'17"E	682.44'

TO BE CONSTRUCTED

(A) FULL DEPTH SAWCUT

(B) STANDARD PAVEMENT HEADER

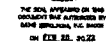
TO BE REMOVED

1	WOODED AREAS* (ITEM 562)
2	BARN WIRE FENCE

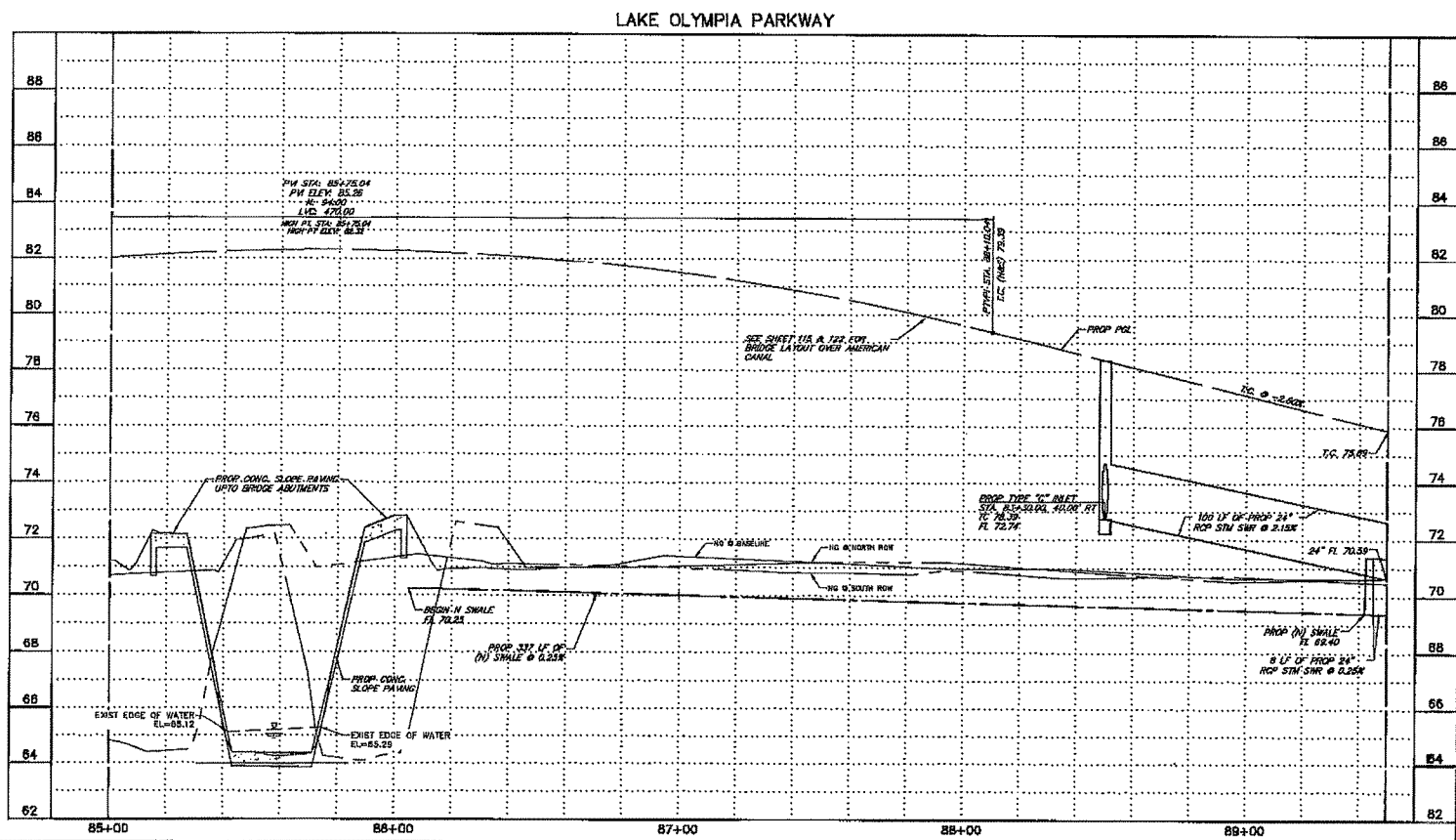
*ITEMS ARE INCIDENTAL TO SPECIFICATION SECTION NOTE

NOTE:

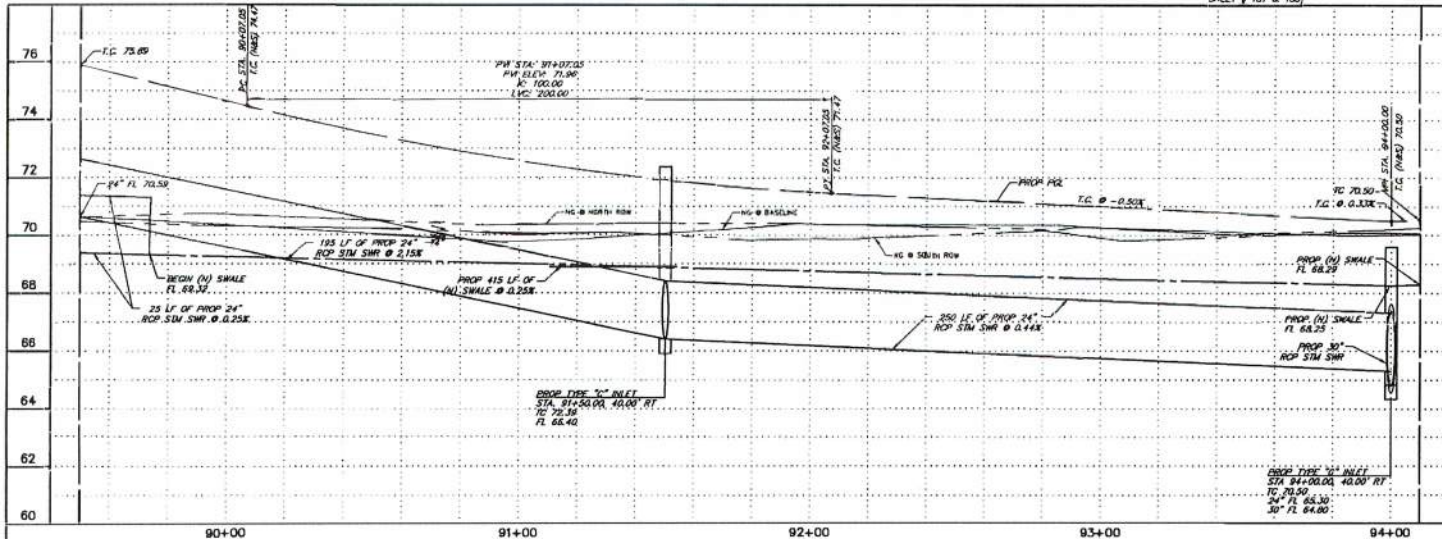
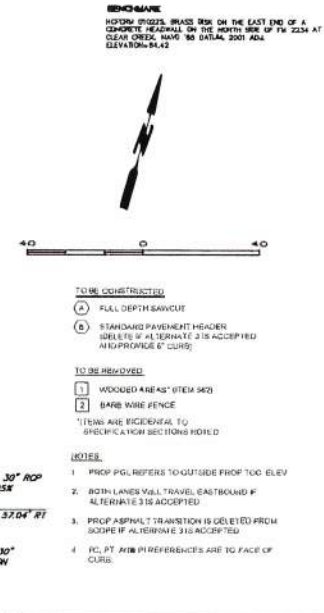
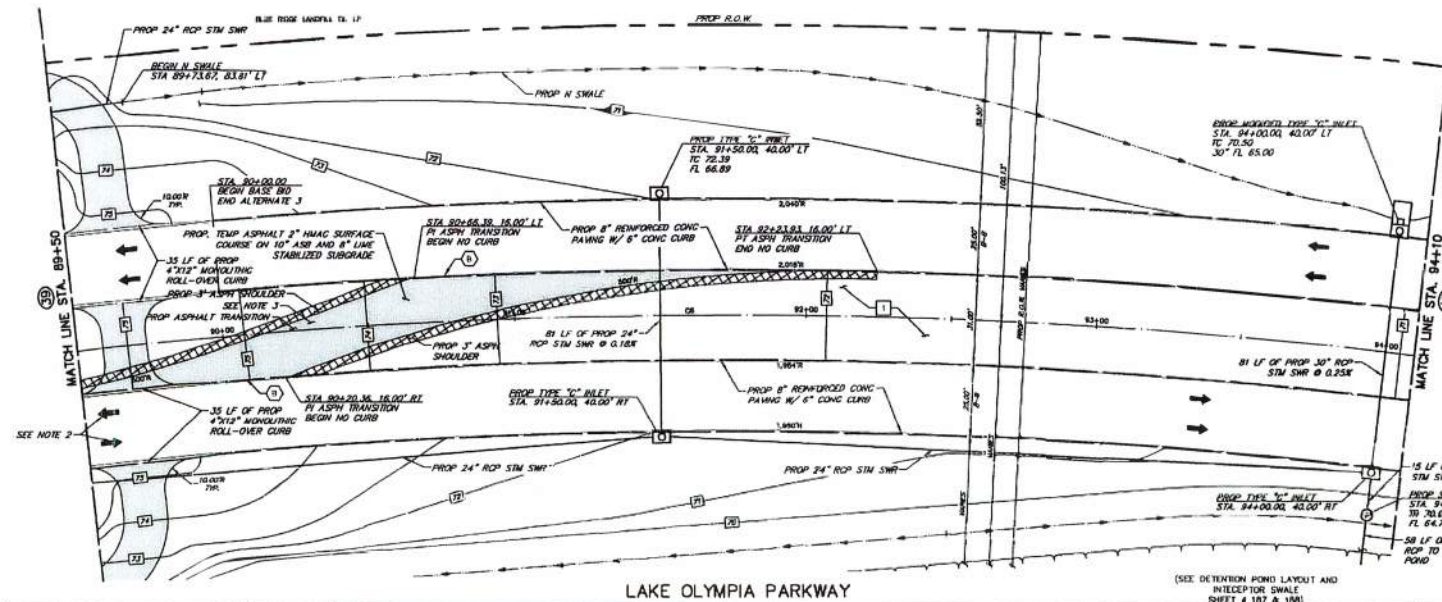
1. PRIP PG1 REFERS TO OUTSIDE PROP TOC ELEV.
2. BOTH LANS WILL TRAVEL EASTBOUND IF ALTERNATE 3 IS ACCEPTED.
3. PC, PT, AND PI REFERENCES ARE TO FACE OF CURB.



SEAL	DESCRIPTION	DATE		APP.	
LAKE OLYMPIA PARKWAY SEGMENT 2					
LAKE OLYMPIA PARKWAY PROFILE					
STA 85+00 TO STA 89+50					
TERRA a Southern company		1445 N. LOOP WEST - SUITE 450 HOUSTON, TEXAS 77056 713-962-0333 TELE REGISTRATION NO. F-14308			
DRAWN BY J.B.	SCALE: 1" = 40' M 1" = 20' V	PROJECT NO. 0533-1080 CONTRACT 17401		40 OF 227	
CHECKED BY D.S.	DATED FEBRUARY 28, 2002	SHEET		40 OF 227	





F:\Clients\0322-Fort Bend County Engineering\0322-1802 Lakes Olympia Phase 2\Drawings\40 PROFILE STA 85+00 TO STA 89+50.dwg Feb 26, 2023-3:12pm Terra Associates Inc., James A. Sims



CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Distance
C6	685.78'	2000.00'	19.3641°	N76°59'17"E	867.44'

REVISION	DESCRIPTION	DATE	APP.

<p align="center">  THE SEAL APPEARED ON THIS DRAWING WAS AUTHORIZED BY DAVID SPARACIA, P.E. NUMBER 01638, 02, 0122 </p>	
LAKE OLYMPIA PARKWAY SEGMENT 2	
LAKE OLYMPIA PARKWAY PLAN AND PROFILE STA 89+50 TO STA 94+10	
	
1445 N. LOOP WEST - SUITE 450 HOUSTON, TEXAS 77008 713-893-6533 TPOE Registration No.: F-14309	
DRAWN BY: J.S.	SCALE: 1" = 40' H 1" = 4' V
CHECKED BY: J.S.	DATE: FEBRUARY 28, 2022
PROJECT NO: 0522-1802 CONTRACT: 17201	SHEET 41 OF 227

