

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF JOHNSON CITY AND TX-290-1031, LLC**

This Development Agreement (“Agreement”) is made and entered into by and between the City of Johnson City, Texas, a Type A General Law municipal corporation (“City”), and TX-290-1031, LLC, a Texas limited partnership (“Owner”; “Developer”), individually referred to as the “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes the City to enter into a development agreement with an owner of property within the City’s extraterritorial jurisdiction to provide for a development plan under which certain general uses and the development of the land are authorized before and after annexation, to provide for infrastructure for the land, and to provide for the annexation of the land, if annexation is agreed to by the Parties; and

WHEREAS, the Developer owns approximately 50.48 acres of land located on the South side of U.S. Highway 290 W. approximately 0.70 miles west of N. Nugent Ave., as more particularly described and shown in Exhibit “A”, attached hereto and incorporated fully herein (“Property”); and

WHEREAS, the Property is located within the currently existing extraterritorial jurisdiction of the City and is to be annexed into the City limits following submission of a petition for voluntary annexation and approval by the City Council; and

WHEREAS, prior to annexation, the Developer proposes to develop, in whole or part, a mixed-use development consisting of multifamily residential units and related amenities, commercial/retail development, and self-storage facilities (“Project”); and

WHEREAS, Texas Local Government Code Section 395.019 and Section 13.07.004(f) of Chapter 13 *Utilities* of the City’s Code of Ordinances authorizes the City to enter into an agreement whereby the Developer will construct capital improvements or facility expansions identified within the City’s Capital Improvements Plan and Impact Fee Study (July 2022) (“Study”), and the costs incurred by the Developer will be credited against the balance of the total impact fees otherwise due the City from the new development; and

WHEREAS, the Parties desire to enter into this Development Agreement under the terms and for the purposes outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. DEVELOPMENT AGREEMENT

- 1.1 Authority. This Agreement is made, pursuant to Section 212.172 of the Texas Local Government Code, as amended, to provide for the continuation of the extraterritorial status of the Property until annexation, a development plan under which certain general uses and the development of the Project are authorized before and after annexation, for infrastructure for the Property, and for the annexation of the Property.
- 1.2 City Covenants. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes until voluntary annexation of the Property by the City Council, in accordance with this Agreement. The City covenants that it will not authorize connection to the City's water and wastewater infrastructure for the Project on the Property until after voluntary annexation of the Property. Upon satisfactory and full completion and compliance by the Owner with City regulations and standards, the City covenants to authorize the connection to the City's water and wastewater infrastructure for the Project on the Property in accordance with this Agreement.
- 1.3 Owner Covenants. Owner covenants that the development of the Property, both before and after voluntary annexation, shall be as provided for in the development plan outlined herein and shall conform to the uses and development standards provided in and pursuant to this Agreement.
- 1.4 Project and Development Plan.
- 1.4.1 Development of the Project, both before and after voluntary annexation, shall consist of and include the following ("Development Plan"):
- 1.4.1.1 A mixed-use development comprising approximately 408 multifamily residential units consisting of individual structures with approximately eight (8) units and two (2) stories per structure and related amenities, approximately _____ square feet of commercial / retail space, and approximately 1.00 acre of self-storage facilities, as more particularly depicted in Exhibit "B", "Project Site Plan", attached hereto and incorporated fully herein;
- 1.4.1.1.1 The Developer shall ensure that all buildings and/or structures constructed prior to voluntary annexation are inspected by a State-registered professional engineer for structural soundness of the building and/or structures' weight bearing components, such as framing, foundation, beams, columns, posts, or trusses. Signed and sealed inspection reports indicating approval, shall be submitted to the City by the Developer within sixty (60) days of annexation approval by the City Council.
- 1.4.1.1.2 Following annexation, the Developer shall submit to the City building permit applications for all undeveloped portions of the Project, accompanied by payment in full of all building permit and plan review fees. The City shall review the application and shall issue, upon satisfactory review and within a reasonable time period, all necessary building permits

for construction of the Project under the rules and regulations in effect as of the effective date of this Agreement. Approved building permits shall be inspected for Code compliance by the City's Building Official on a routine basis.

1.4.1.1.3 The Developer shall construct the Project in accordance with all applicable Federal, State and local laws, codes, and regulations in effect as of the effective date of this Agreement.

1.4.1.1.4 It is understood and agreed that all improvements, including streets and streetlights, constructed within the Property will not be transferred or assigned to the City and shall remain as the Developer's property for maintenance and other purposes. These improvements shall remain as the Developer's property for maintenance and other purposes. This condition shall be indicated on all deeds and/or recorded plats.

1.4.1.2 The Parties acknowledge that offsite water and wastewater improvements are required prior to receiving water and wastewater services from the City and will provide a significant benefit to the Project. Moreover, the Parties acknowledge that the Project will create increased demand on the City's water and wastewater infrastructure. Accordingly, the Development Plan includes construction, at Owner/Developer's expense, of the following:

- a. In accordance with City water and wastewater standards and regulations, approximately 1,945 linear feet of offsite 12-inch diameter water main from an existing 10-inch main located near Danz Well Road and N. Ave. Q, south across W. U.S. Highway 290, and west across the entire front Property line abutting the Texas Department of Transportation (TxDOT) right-of-way, as more particularly depicted in Exhibit "C", "Offsite Water and Wastewater Improvements", attached hereto and incorporated fully herein. 12-inch water mains shall not be located in private easements, but rather, shall be located in public right-of-way.;
- b. A private, onsite wastewater lift station to serve the Project serving approximately 363 equivalent single-family units (ESFU), which include 408 multifamily residential units and related amenities, approximately _____ square feet of commercial / retail space, and approximately 1.00 acre of self-storage facilities. All water and wastewater infrastructure within the Property, including the private, onsite wastewater lift station, shall be private and maintained exclusively by the Developer and subsequent owners of the Property. Deeds of sale shall reflect said maintenance requirement. Owner agrees that in the event of assignment of this improvement to the City for acceptance, the lift station shall meet and be in accordance with the City's standards and regulations; and

- c. Construct, enlarge, and/or pipe burst approximately 1,900 linear feet of offsite 8-inch diameter wastewater force and/or gravity main from the northeast corner of the Property line east along W. U.S. Highway 290 to Avenue L, approximately 1,100 linear feet of offsite 8-inch diameter wastewater gravity main from Avenue L and W. U.S. Highway 290 to Avenue I and W. U.S. Highway 290, and approximately 350 linear feet of offsite 8-inch diameter wastewater gravity main from Avenue I and W. U.S. Highway 290 to an existing manhole at the intersection of Avenue I and W. Pecan Street, as more particularly depicted in Exhibit “C”, attached hereto and incorporated fully herein. Wastewater mains shall not be located in private easements, but rather, shall be located in public right-of-way.

1.4.1.2.1 Offsite water and wastewater improvements shall be designed and constructed in accordance with the City’s Design Standards in effect at the execution date of this Agreement and all other applicable Federal, State and local laws, codes and regulations in effect as of the effective date of this Agreement.

1.4.1.2.2 Prior to the initiation of the Developer’s construction of offsite water and wastewater improvements, the Developer shall cause payment and performance bonds, a trust agreement, or a letter of credit to be issued to the City for the estimated construction cost of the capital improvements and facility expansions identified herein.

1.4.1.2.3 The City Engineer and/or City Utility Department shall be responsible for the review and approval of offsite water and wastewater construction documents, and for scheduling and conducting inspections of the offsite water and wastewater construction and related improvements.

1.4.1.2.4 Upon completion of construction by the Developer, the City Engineer and/or City Utility Department shall the review the construction for approval. Upon approval, the Developer shall submit a two-year maintenance bond to the City for acceptance of the improvements by the City.

1.4.1.2.5 The City agrees to approve all required connections to the City’s water and wastewater system if the connections comply with applicable City ordinances and City, State, and Federal regulations.

1.4.2 Right-of-Way. The Developer shall receive approval from the Texas Department of Transportation (“TxDOT”) for driveway locations and other related matters prior to voluntary annexation into the City.

1.4.3 Applicable Regulations. Before and after voluntary annexation, the Project shall be subject to the following regulations:

- a. Blanco County Fire Code, 2021 (to be applicable before and after annexation);
- b. Article 3.06 *Signs* of the City’s Code of Ordinances;

- c. Article 3.09 *Outdoor Lighting* of the City's Code of Ordinances; and
 - d. Article 10.03 *Stormwater Detention and Drainage* of the City's Code of Ordinances.
- 1.4.4 The Project, both before and after voluntary annexation, shall be exempt from Chapter 15 *Environment* of the City's Code of Ordinances.
- 1.4.4 Governing Regulations – Development and Use. Development and use of the Property shall be governed by the terms of this Agreement and, upon annexation, by applicable City Codes and regulations in effect as of the effective date of this Agreement.
- 1.4.5 Subdivision. The Parties agree that a subdivision plat will not be required for development of the Property. Accordingly, the City shall issue a certificate of plat compliance, as provided in Section 10.02.065 of Article 10.02 of the Subdivision Ordinance of the City's Code of Ordinances and Local Government Code Section 212.012. If a plat is required in the future, Developer shall submit a plat application in accordance with Chapter 10 *Subdivision Regulation*, and the Developer shall pay all required City platting fees and for construction of required dedicated improvements, if any, on the Property. The City shall review and consider, within the authorized statutory timelines, the Developer's subdivision plat application under the subdivision rules and regulations in effect as of the effective date of this Agreement.
- 1.4.6 Project Term. The Developer shall design, construct, and complete the Project within ten (10) years of the effective date of this Agreement. In accordance with Section 5 hereof, the Agreement shall automatically be extended for one (1) additional ten (10) year term after expiration of the initial term following written notice by the Developer to the City 120 days prior to the expiration of the initial term.
- 1.4.7 Amendments. Amendments to the Development Plan may be made, from time to time, through mutual written agreement of the Parties, subject to approval by the City Council; provided, however, the City's Chief Administrative Officer may approve modifications to the Site Plan that do not alter the use or increase the density of the Project.
- 1.4.8 The Developer's engineer provided a sewer capacity analysis / study to the City Engineer for review and approval. The study analyzed the capacity of City-owned sanitary sewer lines from the Project to the City's Wastewater Treatment Plant, including all tributary areas which connect with the sewer line the Project connects to, in order to show that the Project will not have a negative impact on the existing sewer infrastructure and no sewers will flow above their designed depth. The City Engineer approved the study on _____. Consequently, the City warrants and represents that there is sufficient capacity in its water and wastewater systems to serve the Project.

SECTION 2. ANNEXATION AND ZONING

2.1 Voluntary Petition.

2.1.1 Developer shall submit to the City a voluntary petition for annexation of the Property approximately sixty (60) days prior to the anticipated time of Project hookup to the City's water and wastewater system. Failure to submit a petition within the prescribed time period shall be considered a default and shall result in immediate termination of this Agreement.

2.1.2 The City shall accept the voluntary petition for annexation of the Property and consider it for approval within the authorized statutory timelines. The City shall issue a service plan in accordance with State law, and the service plan will include the terms of this Agreement.

2.1.3 If the City fails to meet the annexation terms of this Agreement, this Agreement is null and void and shall constitute grounds for termination of this Agreement to include de-annexation by the Developer of the Property.

2.2 Rezoning. Developer acknowledges that Chapter 14 *Zoning* of the City's Code of Ordinances provides that, on annexation, a property is automatically zoned residential. Contemporaneously with the petition for annexation of the Property, the Developer shall apply for rezoning of the Property, including rezoning as a Planned Unit Development with terms and development standards in accordance with the Project's use and design, as depicted in Exhibit "B".

2.2.1. In the unlikely event that the Property is not given a zoning designation authorizing the Project as a permitted use, Developer may seek to develop the Project pursuant to Chapter 245 and Section 43.002 of the Texas Local Government Code as a non-conforming use under the Zoning Code, or, in the alternative, terminate this Agreement in accordance with Section 5.2.1.4 of this Agreement.

SECTION 3. IMPACT FEE CREDITS / OFFSETS

3.1 Assessment.

3.1.1 The Parties agree that development of the Property is subject to impact fees and that said fees shall be calculated and assessed based on 363 ESFU.

3.1.2 Should the Project require more than 363 ESFU, water and wastewater impact fees will be assessed by the City on the development and will be payable by the Developer to the City in full.

3.2 Credits/Offsets Agreement. In accordance with Texas Local Government Code Chapter 395, Section 395.019 *Collection of Fees if Services Not Available*, and Section 13.07.004(f) *Offsets* of Chapter 13 *Utilities* of the City's Code of Ordinances, the City agrees that:

a. The Developer shall construct and finance those capital improvements and facility expansions described in Section 1.4 of this Agreement; and

- b. The costs incurred by the Developer will be credited against the impact fees otherwise to be assessed and due from the Project.

3.3 Terms of Impact Fee Agreement.

3.3.1 The Parties agree to enter into the “Impact Fee Credit Agreement”, attached as Exhibit “D” and incorporated fully herein, to include the following:

- a. An estimate of the total water and wastewater impact fees to be assessed on 363 ESFU;
- b. An estimate of the construction costs of the capital improvements and facility expansions performed by the Developer;
- c. An estimate of the amount of the offset to be credited against the total impact fee assessment;
- d. Construction requirements, including bond requirements;
- e. Term and termination of the Impact Fee Credit Agreement;
- f. Acceptance by the City of the completed and City Engineer / City Utility Department approved improvements; and
- g. Timing of impact fee payments to the City.

3.3.2 The Parties shall execute the Impact Fee Credit Agreement contemporaneously with this Agreement to be effective as contained therein.

SECTION 4. ADDITIONAL COVENANTS AND WARRANTIES

4.1 Developer Covenants. In furtherance of this Agreement, Developer makes the following covenants and warranties that:

- 4.1.1 Developer is the owner of the Property;
- 4.1.2 Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during the term of this Agreement, and shall abide by all laws, regulations, and rules, including local ordinances;
- 4.1.3 Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings;
- 4.1.4 Developer shall timely and fully perform the obligations and duties contained in this Agreement;

- 4.1.5 Developer shall use commercially reasonable efforts to complete the Project, and shall obtain or cause to be obtained, and pay for, all necessary and required building permits and approvals from the City and other regulatory agencies; and
- 4.1.6 The Developer shall be solely responsible for and bear all costs, improvements, and expenses associated with the Project.
- 4.2 City Covenants. In furtherance of this Agreement, the City makes the following covenants and warranties that:
- 4.2.1 The City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement;
- 4.2.2 City approvals under this Agreement have been duly and validly authorized in accordance with all necessary City proceedings, findings and actions;
- 4.2.3 This Agreement constitutes the legal, valid, and binding obligation of the City, and does not require the consent of any other governmental authority; and
- 4.2.4 The City shall timely and fully perform the obligations and duties contained in this Agreement.

SECTION 5. TERM AND TERMINATION

- 5.1 Effective Date; Term. This Agreement shall be effective as of the date of the last signature of the Parties to this Agreement (“Effective Date”) and shall be in effect for a term of ten (10) years unless sooner terminated as provided herein. The Agreement shall automatically be extended for one (1) additional ten (10) year term after expiration of the initial term following written notice by the Developer to the City 120 days prior to the expiration of the initial term.
- 5.2 Termination; Default.
- 5.2.1 This Agreement shall terminate:
- 5.2.1.1 Upon written notice by any Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided herein;
- 5.2.1.2 Upon written notice by the City, if the Developer suffers an event of bankruptcy or insolvency;
- 5.2.1.3 Upon written notice by the City, if the Developer fails to submit a petition for voluntary annexation of the Property within approximately sixty (60) days prior to the anticipated time of Project hookup to the City’s water and wastewater system;

5.2.1.4 Upon written notice by the Developer, if the City has not rezoned the Property in accordance with the use of the Property and to accommodate the construction and operation of the Project. Termination in this regard shall serve as a basis for de-annexation and permit the Developer to pursue de-annexation of the Property on the basis of a failure to provide required services, as provided for in Section 2.2 herein; or

5.2.1.5 Upon written notice by the Developer, and prior to the initiation of any construction, if the Developer elects not to proceed with the Project.

5.2.2 Default.

5.2.2.1 The following shall be considered an act of default:

- a. Failure by either Party to timely and fully perform the obligations and duties described in this Agreement; or
- b. Any false or substantially misleading statement made by either Party and contained herein.

5.2.2.2 No party shall be declared in default until written notice of the default has been given to the defaulting party. Such notice shall set forth, in reasonable detail, the nature of the default. The defaulting party shall be given ninety (90) calendar days after the receipt of such written notice to cure the default. A defaulting party shall not be declared in default, if, within the cure period, the defaulting party has commenced in a commercially reasonable manner to remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the cure period, the defaulting party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall enter into a written agreement extending the cure period to a timeframe consistent with such timeline.

5.3 Performance on Termination. Termination of this Agreement shall mutually release the Parties of any further duty of performance.

SECTION 6. ADDITIONAL PROVISIONS

6.1 Findings of Fact. The above stated Recitals are true and correct and are incorporated fully herein as findings of fact.

6.2 Chapter 245 Permit. This Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code. Ordinances and regulations applicable to this Project shall be those in effect as of the Effective Date of this Agreement and shall remain applicable provided the Project does not become dormant, as defined by State law. In the event, the Project falls dormant and is subsequently revived after the statutory timelines, the ordinances and regulations in effect at that time shall apply.

- 6.3 Binding Effect; Covenants Run with the Land. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 6.4 Assignment.
- 6.4.1 This Agreement may not be assigned by the Developer without the express written consent of the City Council, except as provided in Section 6.4.2.
- 6.4.2 Developer may assign, in whole or in part, its rights and obligations under this Agreement to any person(s) and/or entity(ies) acquiring, whether by purchase or devise, all of the Property.
- 6.4.3 In the event of an assignment of this Agreement, Developer who executes this Agreement shall be released from any obligations under this Agreement.
- 6.4.4 The Developer shall record a written assignment of said rights in the Official Public Records of Blanco County, Texas in order to be effective. A copy shall be provided to the City.
- 6.5 Entire Agreement and Exhibits. This Agreement constitutes the entire Agreement between the Parties. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- 6.6 Headings and Construction. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits.
- 6.7 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties, subject to approval of the City Council.
- 6.8 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 6.9 Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the time period for performance of the obligations of either Party, to the extent affected by such act, shall be extended for a period no longer than two (2) years from the date of such event. Such cause shall be remedied with all reasonable diligence at the earliest practicable time. The term “force majeure” shall include acts of God, acts of a public enemy (including domestic and foreign

terrorism), or orders of any kind of the Government of the United States or of the State of Texas impacting the Property or the Project.

- 6.10 **Relationship of the Parties; No Third-Party Beneficiaries.** This Agreement shall not be construed to create an agency, partnership, or joint venture of any type between the Parties. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. The City will not be liable for any claims that may be asserted by any third party against the Developer or its consultants, contractors, subcontractors, or tenants occurring in connection with services performed by the Developer under this Agreement.
- 6.11 **Litigation.**
- 6.11.1 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Blanco County, Texas.
- 6.11.2 **Dispute Resolution.** Any dispute that may arise under this Agreement shall first be submitted to non-binding mediation or to alternative dispute resolution proceedings before litigation is filed in court.
- 6.11.3 **Litigation Costs.** In the event of litigation, each Party shall be responsible for its own litigation costs and fees, and waives its right to recovery from the prevailing Party of litigation costs and fees, including attorney's fees.
- 6.11.4 **Limitation of Damages.** No Party will be liable to the other under this Agreement for consequential damages, including lost profits or exemplary damages.
- 6.12 **Waiver of Rights; Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.
- 6.13 **Indemnity; Limitation on Liability; Immunity.** Each Party is deemed to have acted independently. In no event shall the City be liable to Developer, their successors or assigns for any indirect, special, punitive, incidental or consequential damages, including without limitation, lost profits, costs of delay, or liabilities to third parties. Developer agrees to indemnify and hold harmless the City and its elected officials, officers, and employees from any claims, suits, and causes of actions, liabilities and

expenses, including reasonable attorney's fees, of any nature whatsoever arising out of any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the performance of this Agreement. Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.

6.14 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, as amended, Developer, as project developer, certifies that Developer, and its branches, divisions and departments, do not and will not knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. If during the term of this Agreement, Developer or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%) calculated from the date of each payment of an economic development grant, not later than the 120th day after the date City notifies Developer of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past economic development grants and interest. The Developer shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Developer contracts.

6.15 Notice. All notices, authorizations, and requests in connection with this Agreement shall be in writing and deemed given (i) three days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed as first set forth below or to such other address as the Party to receive the notice or request so designates by written notice to the other:

To the City:

City of Johnson City
Attn: Chief Administrative Officer
303 E. Pecan Drive (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

To the Developer:

TX-290-1031, LLC
4064 West US Highway 290
Johnson City, TX 78636 USA

6.16 Mandatory Disclosure. The Parties agree that in accordance with Section 212.172(b-1) of the Texas Local Government Code, this Agreement serves also to provide the Owner with statutory mandatory disclosure of the following:

6.16.1 The Owner is not required by statute or otherwise to enter into this Agreement with the City;

- 6.16.2 The Owner acknowledges that the City may annex the land pursuant to a voluntary petition for annexation as provided in Subchapter C-3, Section 43.0672, *et. seq.* of the Texas Local Government Code;
- 6.16.3 Annexation procedures conducted shall be pursuant to a voluntary petition for annexation in accordance with Subchapter C-3;
- 6.16.4 Annexation shall be accomplished upon the Owner's consent in accordance with a voluntary petition for annexation; and
- 6.16.5 Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City.
- 6.17 Authorization. The undersigned officers and/or agents of the Parties executing this Agreement represent that each is the properly authorized person to execute this Agreement on behalf of the respective Party.
- 6.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.19 Recording. Upon execution, this Agreement shall be recorded by the Developer at Developer's expense in the Official Public Records of Blanco County, Texas. A copy of the recorded instrument shall be provided to the City.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below and is effective as of the date of the last signature.

Signature pages follow.

CITY: CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Date: _____

Attest:

Whitney Walston, City Secretary

Date: _____

DRAFT

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this _____ day of _____, 2023 by Rhonda Stell, Mayor of the City of Johnson City, Texas, a Texas Type A general law municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date: _____

DEVELOPER: TX-290-1131, LLC, a Texas Limited Partnership

Signature

Printed Name

Title

Date: _____

Signature

Printed Name

TX-290-1131, LLC Secretary

Date: _____

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____, on behalf of _____, General Partner of TX-290-1031, LLC, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION AND SURVEY

DRAFT

HAMBRIGHT LAND SURVEYING
 P.O. BOX 1238
 JOHNSON CITY, TEXAS 78856
 PHONE: (830) 858-2574
 TEXAS TERN NO. 100587-00

AUGUST 14TH, 2018, JOB NO. JN018-103, FIELD NOTE NO. JN018-103
 PROJECT: 50.48 ACRE SURVEY

FIELD NOTES

A DESCRIPTION OF A 50.48 ACRE TRACT OF LAND BEING ALL OF THAT 50.47 ACRE TRACT OF LAND DESCRIBED IN CLERKS DOCUMENT NUMBER 171364 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE ZENO J. HEMPHILL SURVEY NO. 187, ABSTRACT NO. 282 IN SAID COUNTY, SAID 50.48 ACRES AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8" iron rod found for the southwest corner of said 50.48 acres, being the northwest corner of that certain 205.87 acre tract of land described in Volume 130, Page 403 of the Deed Records of said county and being in the east line of that certain 75.28 acre tract of land described in Volume 459, Page 1009 of the Official Public Records of said county;

THENCE along the most west line of said 50.48 acres, being the east line of said 75.28 acres, N01°38'54"W, 750.50 feet to a 1/2" iron rod found for a lower northwest corner of said 50.48 acres and being the northwest corner of that certain 4.67 acre tract of land described in Volume 231, Page 091 of the Official Public Records of said county;

THENCE along a lower north line of said 50.48 acres, being the south line of said 4.67 acres, N88°20'09"E, 289.89 feet to a three (3) inch metal fence post found for an ell corner of said 50.48 acres and being the southeast corner of said 4.67 acres;

THENCE along a west line of said 50.48 acres, being the east line of said 4.67 acres, N01°38'54"W, 750.50 feet to a 3/4" iron rod found for the most northwest corner of said 50.48 acres, being the northwest corner of said 4.67 acres and being in the south right-of-way line of U.S. Highway No. 280;

THENCE generally along a fence, along the north line of said 50.48 acres and the south right-of-way line of said highway, the following four (4) courses:

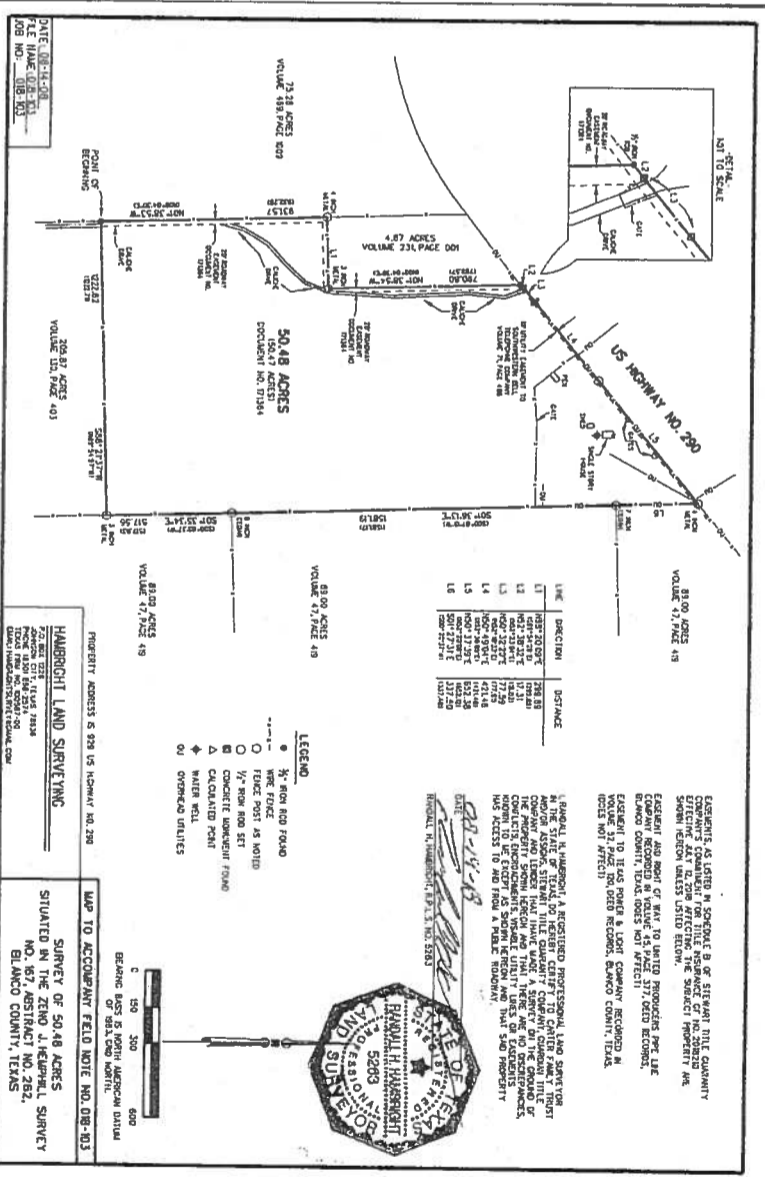
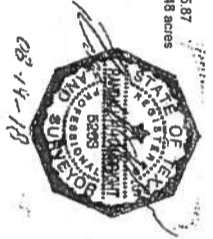
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2. N50°32'20"E, 77.59 feet to a concrete highway monument found;
3. N50°49'04"E, 421.48 feet to a 3/4" iron rod, capped with H.L.S 5263, set;
4. N50°37'39"E, 652.38 feet to a four (4) inch metal fence post found for the northeast corner of said 50.48 acres and being the northwest corner of that certain 89.00 acre tract of land described in Volume 47, Page 419 of the Deed Records of said county;

THENCE along the east line of said 50.48 acres, being the west line of said 89.00 acres, the following three (3) courses:

1. S01°27'31"E, 337.50 feet to a seven (7) inch cedar fence post found;
2. S01°39'13"E, 1581.19 feet to a six (6) inch cedar fence post found for the southeast corner of said 50.48 acres and being the northeast corner of said 205.87 acres;
3. S01°35'34"E, 817.56 feet to a three (3) inch metal fence post found for the southeast corner of said 50.48 acres and being the northeast corner of said 205.87 acres;

THENCE along the south line of said 50.48 acres, being the north line of said 205.87 acres, S88°21'37"W, 1222.62 feet to the POINT OF BEGINNING, containing 50.48 acres of land, more or less.

FN 018-103



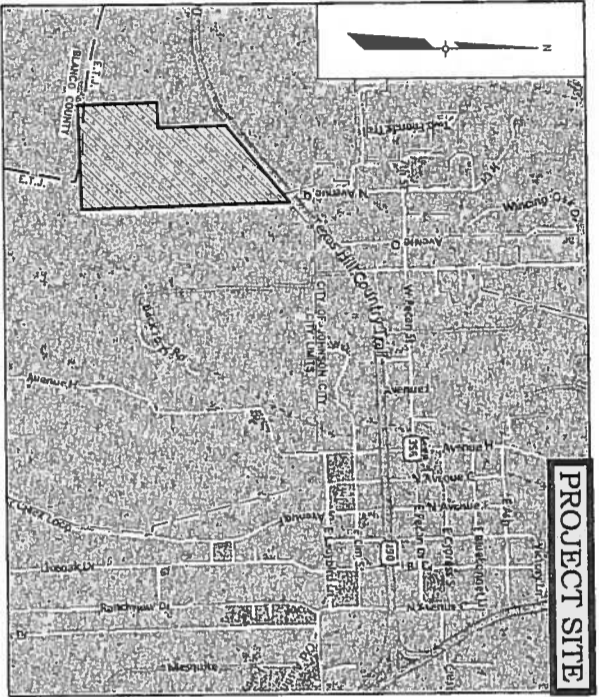
| <p>DATE: NOVEMBER 2022</p> <p>PROJECT: 21-282</p> <p>DRAWING'S NAME: 02 21--282 TITLE SURVEY</p> <p>DESIGNER: H.E. JR.</p> <p>DRAWN: H.E. JR.</p> <p>APPROVED: H.E. JR.</p> <p>SCALE: AS SHOWN</p> <p>SHEET: 2 OF 27</p> | <p>CLIENT:</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>TITLE SURVEY</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO Consultants, LTD.</p> <p>Registration No. T-3524</p> <p>1421 Kyle Creative, Suite A Phone: (512) 512-5010 Fax: (512) 512-5277 Kyle, Texas 78640 email: customercare@cuatrosurvey.com</p> | <p>REVISION</p> <table border="1"> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | |
|--|--|--|--|--|----------|-------------|-----|-------|--|--|--|--|
| REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | | |
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EXHIBIT "B"
PROJECT SITE PLAN

DRAFT

HILL COUNTRY SPRINGS MULTIFAMILY SITE DEVELOPMENT PLAN

893 U.S. HIGHWAY 290 WEST BLANCO COUNTY, TEXAS



| CITY COUNCIL: | |
|------------------|------------------|
| RHONDA STELL | - MAYOR |
| SIBELTON COLEMAN | - MAYOR PRO TEM |
| PAT DILLONNE | - COUNCIL MEMBER |
| STEPHANIE FISHER | - COUNCIL MEMBER |
| DAYLA GUTHRIE | - COUNCIL MEMBER |
| TERESA BABB | - COUNCIL MEMBER |

| CITY STAFF: | |
|------------------|--------------------------------|
| RICK A. SCHRODER | - CHIEF ADMINISTRATIVE OFFICER |
| WHITNEY WALSTON | - CITY SECRETARY |
| B.J. SUTEMBEER | - PUBLIC WORKS DIRECTOR |

| REVISIONS: | |
|------------|-------------|
| NO. | DESCRIPTION |
| | |
| | |
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| NOTES TO CONTRACTOR: | |
|----------------------|---|
| 1. | BY THE ACT OF SUBMITTING A BID FOR THIS PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER AND ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS HE INTENDS TO USE, HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS, SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS FOR THE PURPOSE INTENDED. THE BIDDER FURTHER WARRANTS THAT TO THE BEST OF HIS OR HER SUBCONTRACTORS' AND MATERIAL SUPPLIERS' KNOWLEDGE ALL MATERIALS AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES. |
| 2. | THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAS BEEN BASED UPON RECORD INFORMATION ONLY AND MAY NOT MATCH LOCATIONS AND/OR DEPTHS AS CONSTRUCTED. THE CONTRACTOR SHALL CONTACT THE OWNER OF EACH INDIVIDUAL UTILITY FOR ASSISTANCE IN DETERMINING EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS OF ALL UTILITY CROSSINGS PRIOR TO BEGINNING ANY CONSTRUCTION. |

| REVISIONS/ CORRECTIONS | NO. | DESCRIPTION | REVISED (R) ADD (A) OR DELETED (D) SHEET NO.S | TOTAL NO. SHEETS IN PLAN SET | NET GUTTER HWP COVER (SQ. FT.) | TOTAL SITE HWP COVER (SQ. FT.) / % | CITY OF APPROVAL/ DATE | DATE IMAGED |
|------------------------|-----|-------------|---|------------------------------|--------------------------------|------------------------------------|------------------------|-------------|
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GENERAL NOTES:

- THIS SITE IS LOCATED IN THE TOWN OF JOHNSON CITY, TEXAS.
- THIS SITE IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
- FLOOD PLAIN NOTE: AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE TOWN OF JOHNSON CITY, TEXAS AS DETERMINED BY FIRM MAP NUMBER 480310D135 C, EFFECTIVE DATE OF FEBRUARY 6, 1991.
- CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF JOHNSON CITY.
- ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF JOHNSON CITY, MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
- RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA. INFORMATION AND CALCULATIONS SUBMITTED BY THE APPLICANT FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.
- APPROVAL OF THESE PLANS BY JOHNSON CITY INDICATES COMPLIANCE WITH APPLICABLE CITY REGULATIONS ONLY. APPROVAL BY OTHER GOVERNMENTAL ENTITIES MAY BE REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE APPLICANT IS RESPONSIBLE FOR DETERMINING WHAT ADDITIONAL APPROVALS MAY BE NECESSARY.

UTILITIES:

WATER AND WASTEWATER:
CITY OF JOHNSON CITY
CONTACT: B.J. SUTEMBEER
ADDRESS: 303 E. PECAN DR.
P.O. BOX 399 QS
JOHNSON CITY, TEXAS 78636
PHONE: (830) 929-5975
EMAIL: BSUTEMBEER@JOHNSONCITYTX.ORG

POWER:
PECAN VALLEY ELECTRIC COOPERATIVE
CONTACT: BRAD NOACK
ADDRESS: 4302 N. US HIGHWAY 281
MABLE FALLS, TX 78654
PHONE: (830) 691-6525
EMAIL: BRADLET.NOACK@PVC.CO.M

TELECOM:
CONTACT CUSTOMER SUPPORT
PHONE: (800) 921-8101

CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591
PHONE: (512) 638-1609
EMAIL: JAC@WHITERSORT.COM

REVIEWED BY:
[Signature]
HUGO ELIZONDO, JR., P.E.
16071 SHAN NO. F-3524
3501 NTE CROSSING, SUITE A
KYLE, TEXAS 78640
(512) 312-5040, EXT. 1
DATE: 12/9/22

DATE: NOVEMBER 2022
PROJECT: 21-282
DRAWN: HE, JK
CHECKED: HE, JK
APPROVED: HE, JK
DATE:
SHEET: 1 OF 27

GENERAL NOTES:

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CIVIL ENGINEER & PERMIT CONSULTANT:
HUGO ELIZONDO, JR., P.E., NO. 69781
CUATRO CONSULTANTS, LTD., FIRM NO. F-3524
3501 KYLE CROSSING, SUITE A
KYLE, TEXAS 78640
(512) 312-5040, EXT. 1
SURVEYOR:
GEORGE E. LUCAS, RP25 NO. 4160
GEOLOGICAL SURVEYING, FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105, UNIT 239
SAN ANTONIO, TEXAS 78229
(512) 558-6597
DEVELOPER:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

| PROJECT DATA: | |
|--------------------------|--|
| SUBDIVISION PLAT NUMBER: | N/A |
| SUBMITTAL DATE: | NOVEMBER 2022 |
| PROJECT ADDRESS: | 893 U.S. HIGHWAY 290 WEST JOHNSON CITY, TEXAS 78636 |
| ZONING: | N/A |
| USE: | RESIDENTIAL, MULTI-FAMILY/ COMMERCIAL/RETAIL |
| RELATED CASES: | |
| LEGAL DESCRIPTION: | BEING A 50.48 ACRES TRACT OF LAND OUT OF THE ZERO J. HENRIKSON SURVEY NO. 167, ABSTRACT NO. 262, AND BEING THAT CERTAIN 50.47 ACRES SHOWN AND RECORDED IN DOCUMENT NO. TX-290-1031, L.L.C. BY INSTRUMENT NO. 480310D135 C, RECORDED IN DOCUMENT NO. 163170 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS. |
| BENCHMARKS: | |
| TBM: | TBM #1: TEMPORARY BENCHMARK LOCATED NEAR THE NORTHWEST CORNER OF THE SITE BOUNDARY IN THE SOUTHEAST ROW LINE OF US HIGHWAY 290, TOP OF CONCRETE MONUMENT ELEVATION = 1263.86. TBM #2: IRON ROD FOUND, MARKING AN ANGLE CORNER ALONG THE NORTHERN BOUNDARY OF THIS PROPERTY, TOP OF IRON ROD ELEVATION = 1266.18 |
| GENERAL NOTES: | |

| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
| | | | |
| | | | |
| | | | |

Registration No. P-5524
3501 Kyle Crossing, Suite A | Phone: (512) 312-5040 | Fax: (512) 312-5047
Kyle, Texas 78640

HAMBRIGHT LAND SURVEYING
 P.O. BOX 1228
 JOHNSON CITY, TEXAS 78836
 PHONE: (409) 888-5574
 TEXAS FIRM NO. 190987-00

AUGUST 14TH, 2018, JOB NO. JN018-103, FIELD NOTE NO. JN018-103
 PROJECT: 50.48 ACRE SURVEY

FIELD NOTES

A DESCRIPTION OF A 50.48 ACRE TRACT OF LAND BEING ALL OF THAT 50.47 ACRE TRACT OF LAND DESCRIBED IN CLERK'S DOCUMENT NUMBER 171364 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE ZENO J. HEMPHILL SURVEY NO. 187, ABSTRACT NO. 282 IN SAID COUNTY, SAID 50.48 ACRES AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8" iron rod found for the southwest corner of said 50.48 acres, being the northwest corner of that certain 205.87 acre tract of land described in Volume 130, Page 403 of the Deed Records of said county and being in the east line of that certain 75.28 acre tract of land described in Volume 459, Page 1009 of the Official Public Records of said county;

THENCE along the most west line of said 50.48 acres, being the east line of said 75.28 acres, N01°38'54"W, 750.80 feet to four (4) iron rods placed for a corner of said 50.48 acre tract of land described in Volume 231, Page 901 of the Official Public Records of said county;

THENCE along a lower north line of said 50.48 acres, being the south line of said 4.87 acres, N88°20'09"E, 289.89 feet to a three (3) inch metal fence post found for an ell corner of said 50.48 acres and being the southeast corner of said 4.87 acres;

THENCE along a west line of said 50.48 acres, being the east line of said 4.07 acres, N01°38'54"W, 750.80 feet to a 3/8" iron rod found for the most northwest corner of said 50.48 acres, being the northwest corner of said 4.07 acres and being in the south right-of-way line of U.S. Highway No. 280;

THENCE generally along a fence, along the north line of said 50.48 acres and the south right-of-way line of said highway, the following four (4) courses:

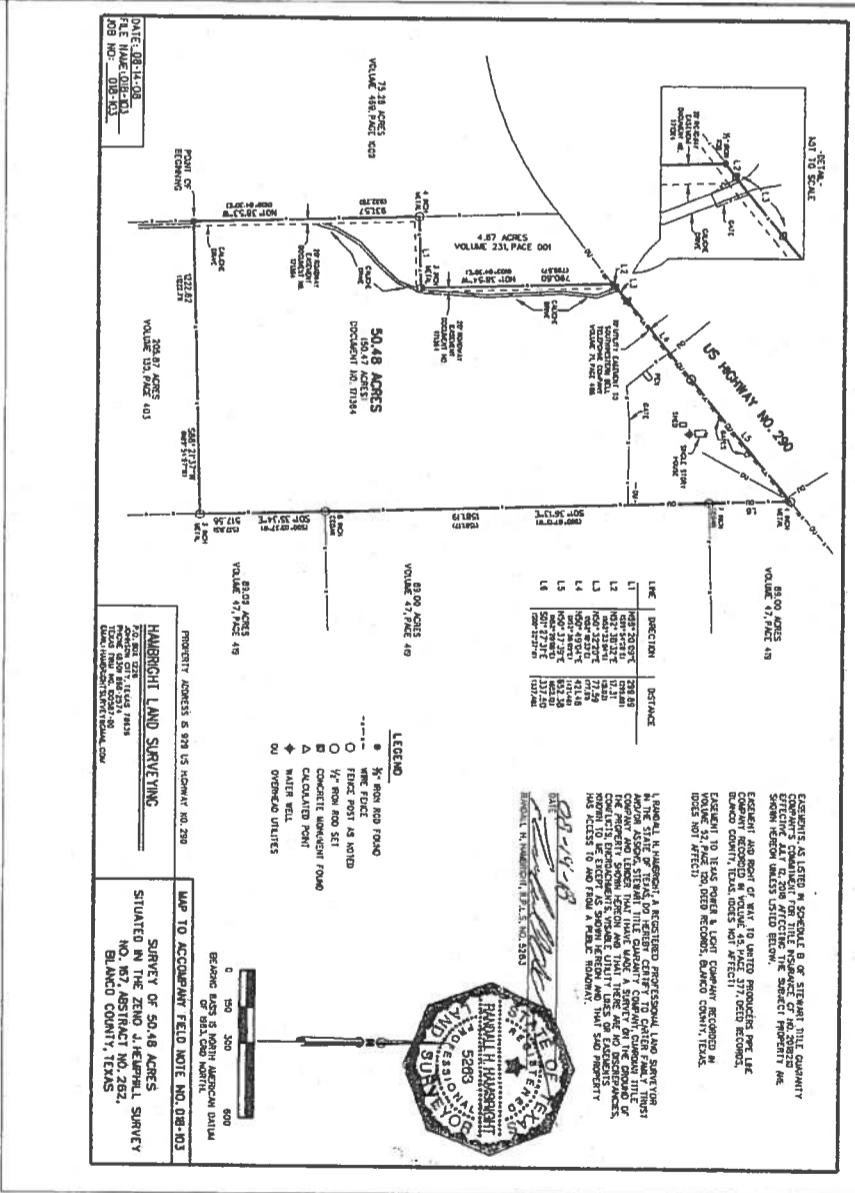
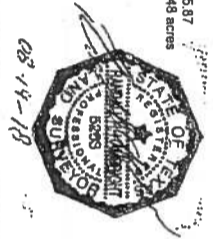
1. N52°38'32"E, 17.31 feet to a concrete highway monument found;
2. N50°32'20"E, 77.58 feet to a concrete highway monument found;
3. N50°49'04"E, 421.46 feet to a 1/2" iron rod, capped with H.L.S. 5283, set;
4. N50°37'39"E, 652.38 feet to a four (4) inch metal fence post found for the northeast corner of said 50.48 acres and being the northwest corner of that certain 89.00 acre tract of land described in Volume 47, Page 419 of the Deed Records of said county;

THENCE along the east line of said 50.48 acres, being the west line of said 89.00 acres, the following three (3) courses:

1. S01°27'31"E, 337.50 feet to a seven (7) inch cedar fence post found;
2. S01°36'13"E, 1581.19 feet to a six (6) inch cedar fence post found for the southeast corner of said 50.48 acres and being the northeast corner of said 205.87 acres;
3. S01°35'34"E, 517.86 feet to a three (3) inch metal fence post found for the southeast corner of said 50.48 acres and being the northeast corner of said 205.87 acres;

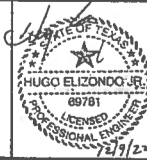
THENCE along the south line of said 50.48 acres, being the north line of said 205.87 acres, S88°21'37"W, 1222.62 feet to the POINT OF BEGINNING, containing 50.48 acres of land, more or less.

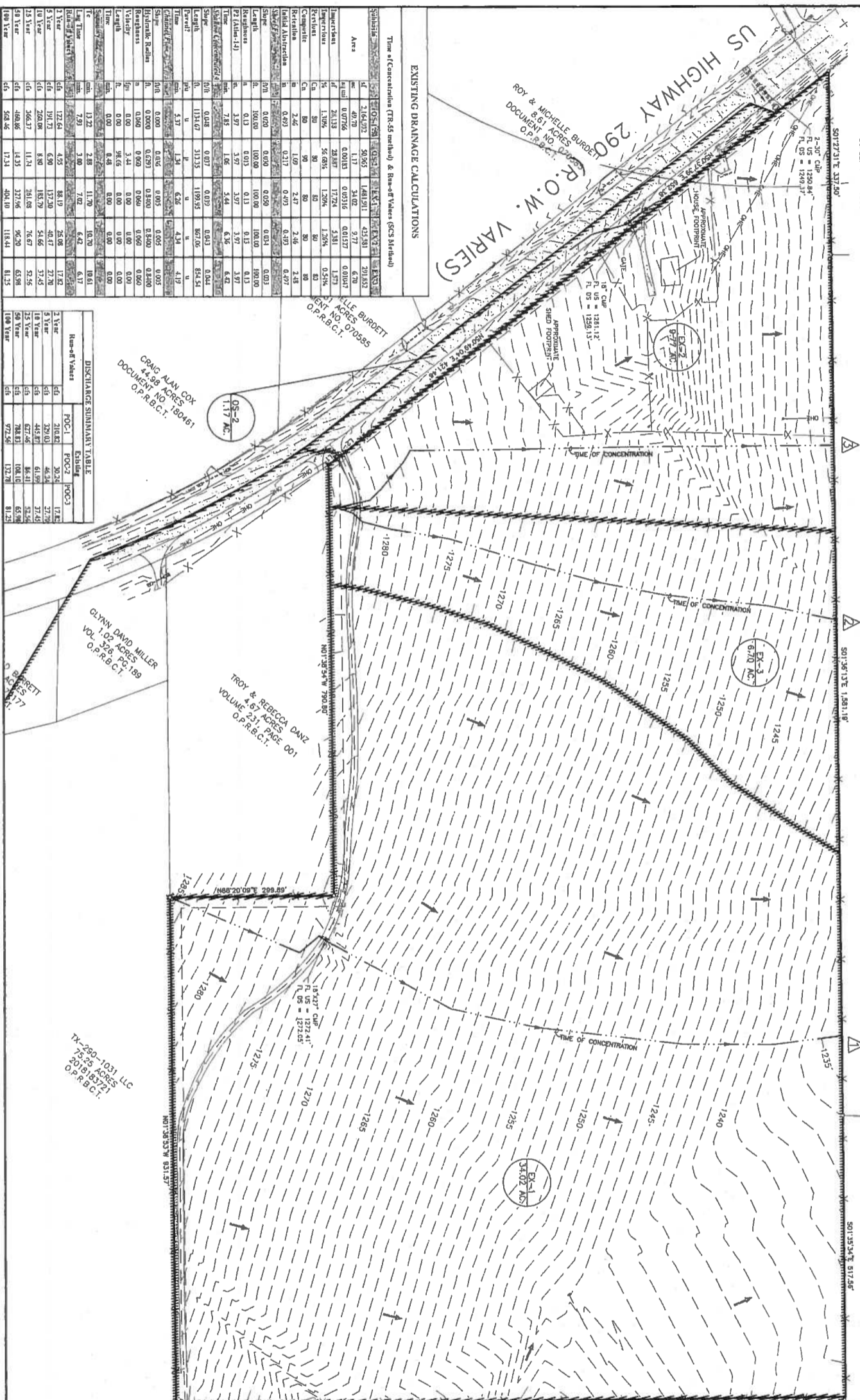
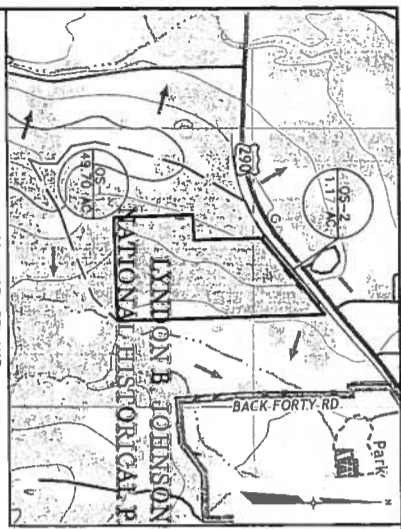
PL 018-103



| CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591 | TITLE SURVEY HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS | 3401 Kyle Crossing, Suite A, Pflugerville, TX 78127 Phone: (512) 512-5010 Fax: (512) 512-5522 Kyle, Texas 78640 | <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | | <table border="1"> <tr> <td>DATE: NOVEMBER 2022</td> <td>DATE: 11-20-22</td> </tr> <tr> <td>PROJECT: 21-282</td> <td>DRAWING'S NAME: 02-21-282-TITLE SURVEY</td> </tr> <tr> <td>DRAWING'S NAME: 02-21-282-TITLE SURVEY</td> <td>CHECKER: HE, JR.</td> </tr> <tr> <td>DRAWN: HE, JR.</td> <td>APPROVED: HE, JR.</td> </tr> <tr> <td>SHEET: 20 OF 27</td> <td> </td> </tr> </table> | DATE: NOVEMBER 2022 | DATE: 11-20-22 | PROJECT: 21-282 | DRAWING'S NAME: 02-21-282-TITLE SURVEY | DRAWING'S NAME: 02-21-282-TITLE SURVEY | CHECKER: HE, JR. | DRAWN: HE, JR. | APPROVED: HE, JR. | SHEET: 20 OF 27 | |
|--|--|---|--|----------|-------------|-----|-------|--|--|--|--|---|---------------------|----------------|-----------------|--|--|------------------|----------------|-------------------|-----------------|--|
| REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | | | | | | | | | | | | |
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| DATE: NOVEMBER 2022 | DATE: 11-20-22 | | | | | | | | | | | | | | | | | | | | | |
| PROJECT: 21-282 | DRAWING'S NAME: 02-21-282-TITLE SURVEY | | | | | | | | | | | | | | | | | | | | | |
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| DRAWN: HE, JR. | APPROVED: HE, JR. | | | | | | | | | | | | | | | | | | | | | |
| SHEET: 20 OF 27 | | | | | | | | | | | | | | | | | | | | | | |

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|--|--|--|---|---|---|--|--|
| <p>GENERAL ITEMS</p> <ol style="list-style-type: none"> Prior to any construction the Contractor shall be familiar with the Contract Documents and Specifications, the Plans (including all notes). The City of Johnson City Specifications and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the Contractor to be familiar with all Standards and Specifications pertaining to this work shall in no way relieve the Contractor of responsibility for performing the work in accordance with all applicable Standards and Specifications. Construction may not start earlier than 7:00 am nor conclude after 7:00 pm on Monday-Thursday without prior permission from the City of Johnson City. Construction work on Sunday is prohibited without special permission. A fee of \$150 must be paid to the City by Thursday noon prior to Sunday work, if city inspection is required. Prior to construction, Contractor shall have in their possession all necessary permits, plans, licenses, etc. Contractor shall have at least one set of approved Engineering Plans and Specifications on-site at all times. All work shall conform to the City of Johnson City Standard Design and Specification Manual. In the event a item is not covered in the plans or the City of Johnson City Standard Design and Specification Manual, the most current Capital Area Council of Governments (CACOG) Standard Specifications for Public Works Construction shall apply with concurrent notification to the City and Project Engineer. The City shall have the final decision on all construction materials, methods, and procedures. Construction inspection will be performed by representatives of the Owner, Engineer, City, Mechanical Engineer, and reviewing authorities and agencies. Unrestricted access shall be provided to them at all times. Contractor is responsible for understanding and scheduling required inspections. Testing samples shall be collected and processed by certified technicians. All contractors must confine their activities to the work area. No encroachment onto developed or undeveloped areas will be allowed. Any damage resulting therefrom shall be the Contractor's responsibility to repair. Developer shall be responsible for obtaining all of the necessary permits prior to commencement of utility and relevant on-site construction activities. It will be the responsibility of each contractor to protect all existing public and private utilities throughout the construction of this project. Contractor shall contact the appropriate utility companies for the locations prior to commencement of construction and shall assume full liability for these companies for any damages caused to their facilities. Trench Safety Design will be the responsibility of the Utility Contractor. Contractor shall submit a trench safety design approved by a professional engineer to the City for their records prior to the start of any underground utility construction. Work may not be backfilled or covered until it has been inspected by the City. Continuous access for mail service shall be provided during construction. If any conflict arises between these general notes and any other notes found in the plans, the City General Notes shall take precedence. | <p>TREE PRESERVATION</p> <ol style="list-style-type: none"> Prior to construction, the contractor or subcontractor shall construct and maintain a protective fence at the edge of all protected existing trees, bushes, landscaping plants, sprinklers, and lawns unless noted otherwise on the construction drawings. Any damage to the existing trees, bushes, landscaping plants, sprinklers, and lawns caused by contractor's equipment shall be the responsibility of the City of Johnson City at the contractor's expense. All protective measures shall be in place prior to commencement of any site or grading work and remain in place until all exterior work has been completed. The City's Public Works Department shall be contacted to approve the placement of the Tree Preservation Fencing, prior to beginning of site work preparation. The following activities shall be prohibited within the limits of the primary tree zone: Material storage, equipment cleaning/liquid disposal, no tree attachments of signs or wires, and construction equipment/vehicle traffic is prohibited. Unless specifically allowed, no grade changes shall be allowed within the limits of the primary tree zone of any protected tree unless the City approves adequate construction methods. No trimming of trees may occur within the Tree Preservation Fencing limits without prior consent of the City. <p>TRAFFIC CONTROL</p> <ol style="list-style-type: none"> When the normal function of the roadway is suspended through closure of any portion of the right-of-way, temporary construction work zone traffic control devices shall be installed to effectively guide the motoring public through the area. Consideration for road user safety, worker safety, and the efficiency of road user flow shall be an integral element of every traffic control zone. All traffic control devices shall be in accordance with the latest T.M.U.T.C.D. Devices must contain either Type III Hi-Intensity sheeting or Type IV reboundable Hi-Intensity sheeting. Any traffic control plans not included in the engineering plan set must be submitted for review a minimum of seven (7) working days prior to the anticipated lane closure. Construction activity shall not begin until the traffic control plan is approved by the City of Johnson City. Traffic control plans may be required on other roadways as determined by their preparation. Any deviation from an approved traffic control plan must be reviewed by the City or their designated representative. The contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether on or off duty. Any deficiencies shall be corrected by the contractor immediately, regardless of time of day. Lane closures will not be permitted on arterial roadways before 9:00 am or after 4:00 pm. Violations may result in suspension of all work at the job site for a minimum of 48 hours. The City reserves the right to deny a closure for a special event. Lane closures will not be permitted on streets adjacent to private and/or public schools without written permission from the City. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time the end of the workday, temporary traffic control devices that are no longer appropriate shall be removed or covered. The first violation of this provision will result in a verbal warning in the construction log. Subsequent violations will result in suspension of all work at the job site for a minimum of 48 hours. Existing permanent signs removed by the contractor for construction purposes other than stop, yield and street name signs shall be returned to the City of Johnson City. All stop, yield and street name signs removed shall be temporarily stored in the appropriate location (no less than 10 feet from the curb) until permanent signing can be installed. Any temporary stop or yield signs shall be removed as soon as possible. Any permanent sign or existing pavement markings that conflict with the approved traffic control plan shall be covered, obliterated, or removed as directed by the City. Access must be maintained to all drives and side streets or as indicated in the traffic control plan. | <p>WATER</p> <ol style="list-style-type: none"> Line and grade stakes for construction of all water and sanitary sewer lines and services shall be furnished by the following: <ol style="list-style-type: none"> Private Development: Developer's engineer, surveyor or their designated representative. Capital Improvement Projects: The Contractor, unless specified otherwise in the contract. Property lines and corners must be properly staked to verify the water line alignment. The City shall not be liable for improper alignment or delay of any kind caused by improper or inadequate surveys. All new water services shall be 1" minimum DR-9 (250 psi) HDPE poly pipe with PE-710 as specified in ASTM F714, from the service tap to the curb stop. 3/4" minimum compression fitting angle stop and meter box, unless otherwise indicated on the plans. Curb stop will be located within the meter box and facing toward the lot. For single family residential services the minimum meter size is 3/4". Each meter box shall be located adjacent to the curb and installed after street pavement has been completed and curbs backfilled. Meter boxes shall be Cast Iron and Meter Boxes: A 2" minimum metal locator plate shall be placed in the recess of the meters. All water services shall be located along the lot lines. Single services shall be placed no more than 2-ft inside the service lot at the lot line. Detector pads embedded in sand shall be installed above all service connections. Each individual service location shall be sawcut into the face of the curb with a (4) inch high "V" painted by the Contractor. If no curb exists, a similar mark shall be placed in the pavement near the edge of the roadway. After cleaning the sawcut via compressed air or blower, apply one coat of AFWA Blue spray paint to mark the sawcut symbol. All water service lines shall be installed with 12" sand below and around the pipe and 6" within City roadway right-of-way shall be compacted to a minimum of the 95% Standard Proctor density with a +/-.3% wet of optimum moisture content. All 6" and 12" water mains shall be AFWA C900 PVC pipe. Minimum cover shall be 4 feet for 6-inch to 8-inch lines, 5 feet for 12-inch to 16-inch lines, and 6 feet for 20-inch and larger lines. Additional cover may be required in un-paved or un-developed areas. Water mains in the right-of-way near storm inlets shall be constructed with a minimum clearance of 12 inches behind the inlet by pulling the pipe using longitudinal bending in accordance to 80% of the pipe manufacturer's requirements. All blow-off (Manhole) valves shall be two (2) inch and shall be provided in accordance with City of Johnson City standards and/or CACOG standards. Blow-off and uses for mechanical joints will be of a high-strength, low-alloy corrosion resistant steel conforming to ASTM A325 (Type 3). All venting flange shall be ductile iron. All 6" - 12" valves shall be AFWA approved resilient wedge gate valves. In addition to thrust blocking, all fittings must be restrained and shall be labeled. Valve extensions shall be provided on all valves with operating nuts greater than 5-ft below finished ground or paving grade. All valves shall be marked with a "V" by means on the curb or pavement. The "V" shall point to the location of the valve as follows: If the valve is in the paving, the "V" shall be marked on the curb. If the valve is outside the paving, the "V" shall be marked on the curb with the sawcut symbol. NYS Resilient Sealed Gate Valves shall conform to AFWA C509 or AFWA C515. Rubber-Sealed Butterfly Valves shall conform to AFWA C504. All valves shall have a 2" square operating nut and open to the left. All valves shall be labeled, Color or A/VK. Install water line marking at all of the valves, vaults, air release valves, and blow-off valves. | <p>FIRE HYDRANTS</p> <ol style="list-style-type: none"> Fire hydrants shall be placed 3 feet from back of curb unless otherwise indicated on the plans, or as required to clear sidewalks. Fire hydrants shall not be located within sidewalk. Fire hydrants shall be three-way breakaway type no less than 5 1/2 inches in size and must conform to AFWA specifications C-502. They shall be Mueller, Clow or approved equal with all brass to bronze moving parts. Two 2 1/2-inch NST hose connections are required. The 4.5-inch diameter stem connection shall be 4.800 pitch with 4 threads per inch. The opening nut shall be 1 1/2-inch P to P Ferguson nut, open left. Mechanical joint connection is required. The stemer nozzle shall face the fire lane, adjacent roadway or as directed by the Fire Department. All fire hydrants, fire hydrant reflector (or approved equal) shall be placed in the center of the street opposite each fire hydrant. The fire hydrant shall be painted with two coats of Tru-mezze 530 Oxidation paint or approved equal, and two coats of primer. Bonnet to flange and nozzle pipe of Fire Hydrant to be painted with 2 coats of Tru-mezze Safety Paint Series 2H "Hi-Build". Fire hydrant color shall be according to flow. <p>SANITARY SEWER</p> <ol style="list-style-type: none"> Line and grade stakes for construction of all water and sanitary sewer lines and services shall be furnished by the following: <ol style="list-style-type: none"> Private Development: Developer's engineer, surveyor or their designated representative. Capital Improvement Projects: The Contractor, unless specified otherwise in the contract. Property lines and corners must be properly staked to verify the sewer line alignment. The City shall not be liable for improper alignment or delay of any kind caused by improper or inadequate surveys. Unless otherwise noted on the plans, all sanitary sewer pipes shall be PVC ASTM Designation D3034 up through 15" in diameter. Pipes larger than 15" in diameter shall be designated PVC ASTM F709. Other pipe shall be subject to Approval by the City. All residential sanitary sewer services shall include a 4" tee valve, pipe and stopper, and shall be installed downstream from the water service at the lot connection and extended 10' beyond the property line onto private property. Sewer services shall be laid on a minimum slope of +2.00% from the main line to the street right-of-way. After curb and paving has been completed, contractor shall cut a four (4) inch high "V" on the curb indicating the location of the cleanout. After cleaning the sawcut via compressed air or blower, apply one coat of AFWA Green paint to mark the sawcut symbol. All sanitary sewers and services shall be tested by inflating a manifold, air pressure test, and television video. The television video shall be provided to the City Inspector in a USB drive format and shall be indexed accordingly for City record. Television survey shall be completed with water being introduced into the sewer line. All sanitary sewer manholes within flood plains or flood prone areas require Type "S" manhole lids and be properly vented per TCRQ requirements. All manholes shall be vacuum tested where a 10" mercury vacuum is developed. The air vacuum shall then be monitored for a test period of 2 minutes. The allowable drop in air vacuum shall be no greater than 1" mercury over the test period. The Contractor shall install City of Johnson City standard wastewater manhole lids on all manholes. Unless otherwise noted, in open spaces, the top of the sanitary sewer manhole shall be installed 4 inches above the surrounding ground. Structure concrete used for wastewater structures shall be in compliance with the latest version of the CACOG standards and specifications. Install sanitary sewer drop pipe under all of the manholes. <p>PAVING</p> <ol style="list-style-type: none"> All mix designs shall be sealed by a professional engineer and submitted to the City Inspector one week before scheduled pour. Mix designs are subject to approval by the City. All concrete paving shall have a minimum compressive strength of 4,000 psi, unless a higher compressive strength is specified. All fill shall be compacted to 95% Standard Proctor Density in a maximum of 6" (513) inch lifts or per the approved Geotechnical Engineers Report. Subgrade shall extend 12" minimum behind the curb, be a minimum of 6" thick and shall be line stabilized as recommended in the Geotechnical Report. All streets, fire lanes and alleys shall be placed on line stabilized subgrade with lime content of not less than 6%. Lime stabilized subgrade shall be compacted to 95% of maximum standard proctor density (standard) within minutes 2 to plus 4 of optimum moisture. A subgrade density report must be presented to the City Inspector prior to paving. Densities are only valid for 72 hours. Densities received on a Friday are valid until noon on the following Monday. Densities taken before weekend weather may be required to be re-taken at the City Inspector's discretion. A minimum of four (4) test cylinders are required for breaks at 7 days, 2 at 28 days, and the last cylinder being an extra. All City streets are required to be paved with the use of an approved slip form paving machine with mechanical vibration. Hand joints are only allowed at intersection corners or other non-hand vibration. Hand joints shall be approved by the City Inspector. Hand joints shall be placed on an approved expansion joint. Construction joints, cold joints and curb returns shall have fabric installed to allow for expansion. Sawed joints shall be every 15 feet for 6" thick concrete and every 20 feet for 8" thick concrete, and shall be constructed within the first 12 hours of concrete placement. Expansion joints shall be placed at a maximum every 400 feet. All median joints shall be placed monolithically. All Barrier Free Ramps shall comply with the current TDLR, ADA, PROWAG, and TADOT regulations. | <p>EROSION CONTROL & VEGETATION</p> <ol style="list-style-type: none"> Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), Storm Water Pollution Prevention Plan (SWPPP) and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres or Notice of Intent (NOI) for those activities disturbing 5 or more acres including those activities less than 5 acres but are part of a common plan of development totaling 5 or more acres. A copy of the appropriate SWPPP and CSN or NOI shall be provided to the City of Johnson City prior to issuance of a grading permit. The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SWPPP) and Notice of Termination (NOT) shall be reviewed by Federal, State, or local officials. No soil disturbing activities will occur prior to the SWPPP, ECP, and associated Best Management Practices (BMP) being fully implemented, and then inspected by Johnson City's Public Works Department. The contractor shall comply with the current CACOG ISWM/TPMS Technical Manual for Construction, the TPMS General Construction Form TPK150000 and any other State and/or Local regulations. The contractor shall employ measures as necessary to prevent dirt, mud, debris from being tracked off site. Any dirt, mud, debris tracked off site shall be cleaned up by the contractor immediately. The contractor shall employ the operator of this representative weekly, and after any major storm. Additional measures to prevent erosion shall be as needed. The contractor shall notify Johnson City's Public Works Department of any measures such that the adjustments/changes may be inspected and approved by the City. Along parkways and medians in the right-of-way, a four (4) foot strip of mulch and shall be placed behind the curb on top of four (4) inches of topsoil. Contractor shall be responsible for any temporary irrigation or watering as needed. Areas adjacent to new residential lots, where the homeowner will be disturbing this area, may be exempt from this requirement so long as adequate erosion control measures are installed and maintained behind the curb. Contractor shall establish permanent vegetation on all other disturbed areas immediately upon completion of grading activities. An appropriate seed mix should be considered with respect to the season and the timing of final acceptance. A cool season seed mix should be used between September 1st and April 15th. Final acceptance of a site shall be contingent upon successful seedling N.O.T. shall be submitted to the State and a copy of this N.O.T. shall be provided to the City of Johnson City prior to final acceptance. | <p>PEDESTRIAN ACCESSIBILITY (WITHIN PUBLIC R.O.W.)</p> <ol style="list-style-type: none"> All newly constructed sidewalks, curb ramps and crosswalks installed within City of Johnson City public rights-of-way shall be considered a pedestrian access route and shall conform to the most current "Draft Guidelines for Public Rights-of-Way" created by the United States Access Board. http://www.access-board.gov/developmental.htm Curb Ramps shall conform to all Federal guidelines. Detectable warning surface shall be pre-manufactured plates with truncated dome material built in. Only plates from TADOT approved vendors shall be permitted and shall be installed per manufacturer's specifications. Brick pavers will not be allowed. Final color shall be approved by the City, but shall generally be in the "EBE" color family. The contractor shall provide a clear and safe route for pedestrians adjacent to the site for the duration of construction. A temporary pedestrian route shall be provided when any existing sidewalk is closed due to construction activity. Construction materials shall be kept off existing sidewalks and consolidated in areas within the City right-of-way, unless otherwise approved by the City. Sidewalks shall conform to all Federal guidelines, but shall generally adhere to the following: <ol style="list-style-type: none"> Generally, follow the street grade with a maximum 2% cross-slope. Shall be free of any overhangs by landscaping or other items to a height of 7.0 feet. Sidewalks shall maintain a continuous (pedestrian access route) elevation through residential and commercial driveways. | <p>RETAINING WALLS</p> <ol style="list-style-type: none"> Retaining walls greater than 4 feet in height must be an engineered design by an engineer licensed in the State of Texas. Retaining walls (including the footing) shall not be constructed to encroach upon City Right-of-Way, public easements, or public utilities without the consent of the City. | <p>GENERAL CONSTRUCTION NOTES</p> |
|--|--|--|---|---|---|--|--|

| <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | |  | <p>4 CUATRO Consultants, LTD.</p> <p>Registration No. P-3524 3601 Kyle Crossing, Suite A Phone: (512) 512-5040 Fax: (512) 512-5599 Kyle, Texas 78140 e-mail: cuatro@cuatrosconsultants.com</p> | <p>JOHNSON CITY GENERAL NOTES</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECALA, CALIFORNIA 92591</p> <p>DATE: NOVEMBER 2022 PROJECT: 21-282</p> <p>DRAWING'S NAME: JOHNSON CITY SHEET: 3 OF 27</p> |
|--|-------------|-------------|-------|-------|--|--|--|--|---|---|--|
| REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | |
| | | | | | | | | | | | |



EXISTING DRAINAGE CALCULATIONS

Time of Concentration (TR-55 method) & Run-off Values (GCS Method)

| Sub-Basin | Area (Ac) | Length (ft) | Time of Concentration (min) | Run-off Coefficient (C) | Run-off Volume (cu ft) |
|-----------|-----------|-------------|-----------------------------|-------------------------|------------------------|
| EX-1 | 1.17 | 117 | 1.17 | 0.35 | 1,170 |
| EX-2 | 1.17 | 117 | 1.17 | 0.35 | 1,170 |
| EX-3 | 6.70 | 670 | 6.70 | 0.35 | 6,700 |
| EX-4 | 1.17 | 117 | 1.17 | 0.35 | 1,170 |
| EX-5 | 1.17 | 117 | 1.17 | 0.35 | 1,170 |

DISPERSED DRAINAGE TABLE

| Run-off Values | FOC-1 | FOC-2 | FOC-3 |
|----------------|-------|-------|-------|
| 1 Year | 1.17 | 1.17 | 1.17 |
| 2 Year | 1.17 | 1.17 | 1.17 |
| 5 Year | 1.17 | 1.17 | 1.17 |
| 10 Year | 1.17 | 1.17 | 1.17 |
| 25 Year | 1.17 | 1.17 | 1.17 |
| 50 Year | 1.17 | 1.17 | 1.17 |
| 100 Year | 1.17 | 1.17 | 1.17 |

LEGEND

| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|--------------------------------|
| (Symbol) | (Symbol) | BOUNDARY LINE |
| (Symbol) | (Symbol) | EXISTING DRAINAGE |
| (Symbol) | (Symbol) | PROPOSED DRAINAGE |
| (Symbol) | (Symbol) | CONCRETE |
| (Symbol) | (Symbol) | ASPHALT |
| (Symbol) | (Symbol) | GRAVEL |
| (Symbol) | (Symbol) | FLUSH WALK |
| (Symbol) | (Symbol) | OVERSEED ELECTRIC |
| (Symbol) | (Symbol) | OVERSEED TELEPHONE |
| (Symbol) | (Symbol) | OVERSEED WATER |
| (Symbol) | (Symbol) | OVERSEED GAS |
| (Symbol) | (Symbol) | OVERSEED FERTILIZER |
| (Symbol) | (Symbol) | OVERSEED PESTICIDE |
| (Symbol) | (Symbol) | OVERSEED SEED |
| (Symbol) | (Symbol) | OVERSEED SOIL |
| (Symbol) | (Symbol) | OVERSEED SLOPE |
| (Symbol) | (Symbol) | OVERSEED SURFACE |
| (Symbol) | (Symbol) | OVERSEED TIME OF CONCENTRATION |
| (Symbol) | (Symbol) | OVERSEED VOLUME |
| (Symbol) | (Symbol) | OVERSEED AREA |

CLIENT: JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

EXISTING DRAINAGE CONDITIONS

HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO CONSULTANTS, LTD.
Registration No. F-5324
3601 Kyle Crossing, Suite A, Pflugerville, TX 78660
Phone: (512) 512-5010 Fax: (512) 512-5599
E-mail: cuatro@cuatrosconsultants.com

REVISION

| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
| | | | |

DATE: NOVEMBER 2002

PROJECT: 21-282

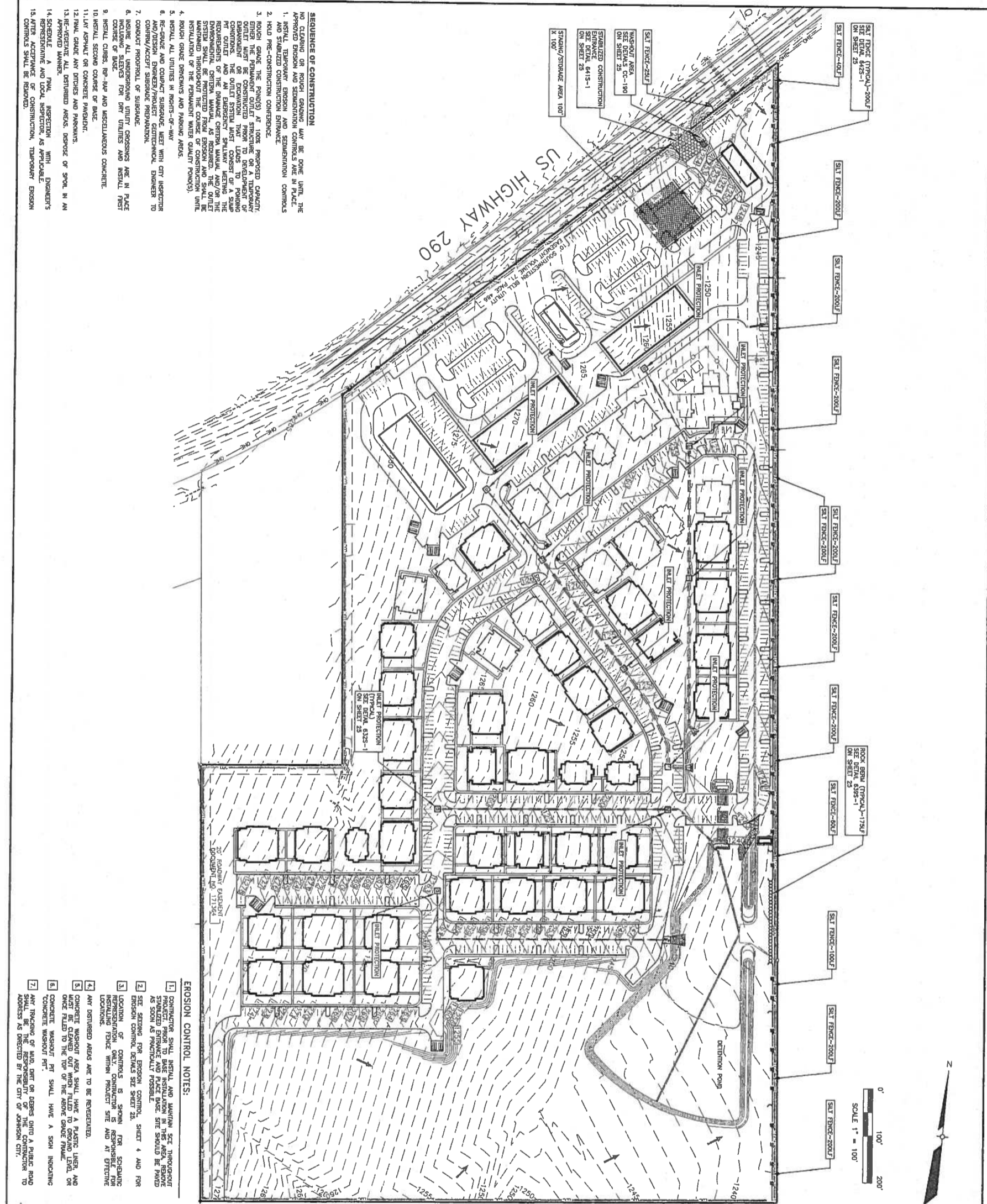
DRAWING: 06-21-282-EXISTING DRAINAGE CONDITIONS

DESIGN: RAB

CHECKED: RAB

APPROVED: [Signature]

SHEET: 6 OF 27



SEQUENCE OF CONSTRUCTION
 NO CLEANING OR ROUGH GRADING MAY BE DONE UNTIL THE APPROVED EROSION AND SEDIMENTATION CONTROLS ARE IN PLACE.
 1. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND STABILIZED CONSTRUCTION ENTRANCE.
 2. HOLD PRE-CONSTRUCTION CONFERENCE.
 3. RUSH GRADE THE POND(S) AT 100% PROPOSED CAPACITY. RUSH GRADE SHALL BE ACCURATE TO WITHIN 1/8" TOLERANCE. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION THAT LEADS TO PONDING OR OVERFLOW. THE OUTLET SHALL BE CONSTRUCTED TO A SUFFICIENT GRADE TO PREVENT PONDING. THE OUTLET SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE DRAINAGE CRITERIA MANUAL AND/OR THE DRAINAGE CRITERIA MANUAL, AS REQUIRED. THE OUTLET SHALL BE CONSTRUCTED TO MAINTAIN THE GRADE OF CONCRETE AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION.
 4. RUSH GRADE DRIVEWAYS AND PARKING AREAS.
 5. INSTALL ALL UTILITIES IN RIGHTS-OF-WAY.
 6. RE-GRADE AND COMPACT SUBGRADE MEET WITH CITY INSPECTOR AND/OR DESIGN ENGINEER/PRODUCT GEOTECHNICAL ENGINEER TO CONDUCT/ACCEPT SUBGRADE PREPARATION.
 7. CONDUCT PROOFROLL OF SUBGRADE.
 8. INSURE ALL UNDERGROUND UTILITY CROSSINGS ARE IN PLACE AND PROTECTED FOR DIRT UTILITIES AND INSTALL FIRST COURSE OF BASE.
 9. INSTALL CURBS, RP-HW AND MISCELLANEOUS CONCRETE.
 10. INSTALL SECOND COURSE OF BASE.
 11. LAY ASPHALT OR CONCRETE PAVEMENT.
 12. FINAL GRADE ANY DRIVES AND PARKINGS.
 13. RE-VEGETATE ALL DISTURBED AREAS DEPENDING OF SPOIL IN AN APPROVED MANNER.
 14. SCHEDULE A FINAL INSPECTION WITH ENGINEER'S REPRESENTATIVE AND LOCAL INSPECTOR, AS APPLICABLE.
 15. AFTER ACCEPTANCE OF CONSTRUCTION, TEMPORARY EROSION CONTROLS SHALL BE REMOVED.

- EROSION CONTROL NOTES:**
1. CONTRACTOR SHALL INSTALL AND MAINTAIN SEE THROUGHOUT PROJECT PRIOR TO BASE INSTALLATION IN THIS AREA REMOVE AS SOON AS PRACTICALLY POSSIBLE.
 2. SEE SECTIONS FOR EROSION CONTROL SHEET 4 AND FOR EROSION CONTROL DETAILS SEE SHEET 23.
 3. LOCATION OF CONTROLS IS SHOWN FOR SCHEDULING INSTALLATION WITHIN PROJECT SITE AND AT EFFECTIVE LOCATIONS.
 4. ANY DISTURBED AREAS ARE TO BE REVEGETATED.
 5. CONCRETE WASHOUT AREA SHALL HAVE A PLASTIC LINER, AND MUST BE CLEANED OUT WHEN FILLED TO GRADE LEVEL, OR ONCE FILLED TO THE TOP OF THE ABOVE GRADE FRAME.
 6. CONCRETE WASHOUT PIT SHALL HAVE A SIGN INDICATING "CONCRETE WASHOUT PIT".
 7. ANY TRACKING OF MUD, DIRT OR DEBRIS ONTO A PUBLIC ROAD ADDRESS AS DIRECTED BY THE CITY OF JOHNSON CITY.

REFERENCE NOTES:
 1. FOR DRAINAGE CALCULATIONS SEE SHEETS 6 AND 7.

| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|-----------------------|
| | | BOUNDARY LINE |
| | | EASEMENT |
| | | UTILITY |
| | | DRAINAGE PATH |
| | | STRUCTURE |
| | | ROAD |
| | | FENCE |
| | | TREE |
| | | VEGETATION |
| | | SLOPE |
| | | ELEVATION |
| | | SPOT HEIGHT |
| | | DRAINAGE STRUCTURE |
| | | INLET PROTECTION |
| | | SILT FENCE |
| | | CONCRETE WASHOUT AREA |
| | | ROCK DRAIN |
| | | DRAINAGE PIPE |
| | | DRAINAGE DITCH |
| | | DRAINAGE CULVERT |
| | | DRAINAGE STRUCTURE |
| | | DRAINAGE STRUCTURE |
| | | DRAINAGE STRUCTURE |

CLIENT:
JIM CARTER
 TX-290-1031, LLC
 34843 RANCHO CALIFORNIA ROAD
 TEMECULA, CALIFORNIA 92591

PROJECT: 21-232
 DATE: NOVEMBER 2022

DRAWING'S NAME: EROSION CONTROL PLAN
DESIGN: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

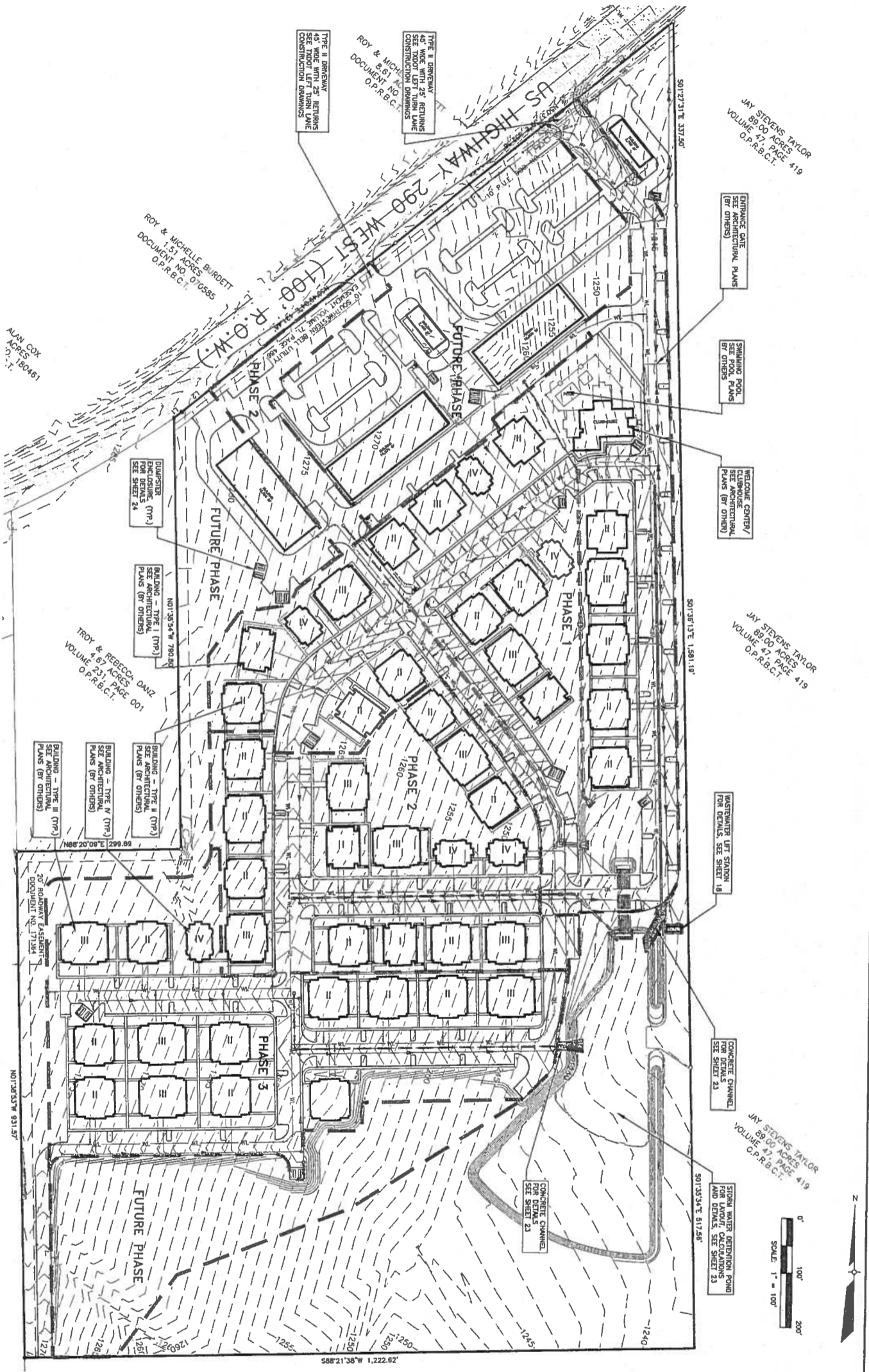
EROSION CONTROL PLAN
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO
 Consultants, LTD.
 Registration No. 17-5224
 3701 Kyle Crossing, Suite A | Phone: (512) 512-5300 | Fax: (512) 512-5399
 Kyle, Texas 78640 | e-mail: cuatro@cuatrocconsultants.com

| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
| | | | |
| | | | |
| | | | |
| | | | |

Professional Engineer Seal: HUGO ELIZONDO JR., License No. 69781, State of Texas, expires 7/9/22.

| PROPOSED IMPERVIOUS COVER (I.C.) | |
|---------------------------------------|---------------------|
| TOTAL SITE AREA | 50.48 AC |
| ZONING | N/A |
| PROPOSED BUILDING(S) | 2,188,809 SF |
| PROPOSED PAVED AREA | 318,272 SF |
| PROPOSED SIDEWALKS AND USEC. CONCRETE | 53,347 SF |
| TOTAL PROPOSED IMPERVIOUS COVER | 81,129 SF |
| TOTAL PROPOSED I.C. PERCENTAGE | 901.946 / 2,188,809 |
| | 41.22 % |



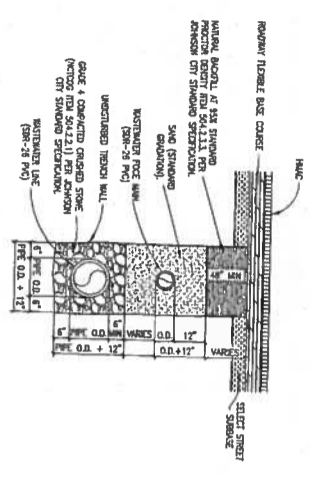
REFERENCE NOTES:

1. UTILITY LAYOUT, SEE SHEETS 11-14
2. GRADING PLAN, SEE SHEETS 19-22

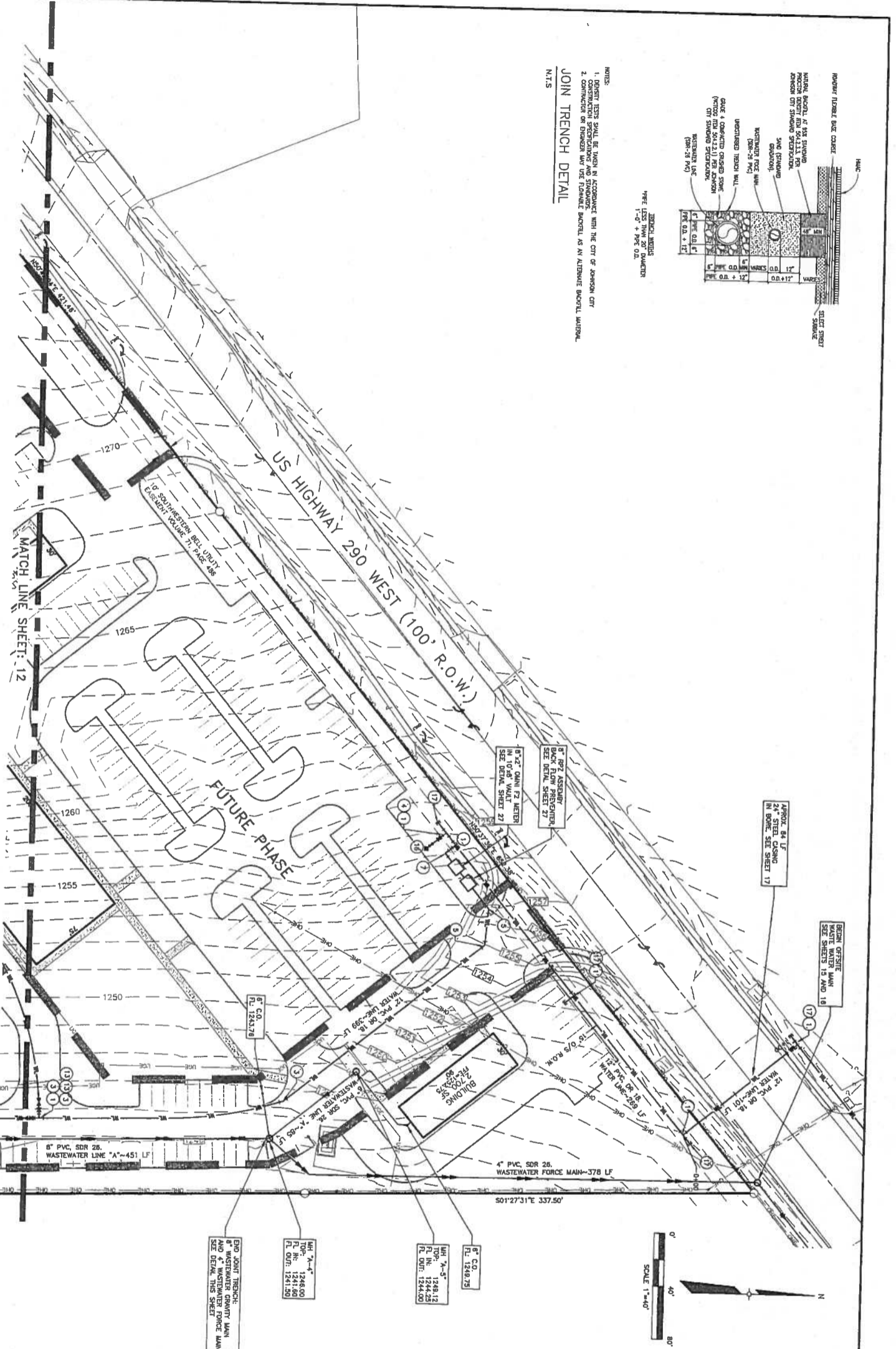
| PHASE | BUILDING TYPE | COUNT | TOTAL UNITS |
|----------------|---------------|-----------|-------------|
| 1 | I | 2 | 18 |
| 1 | II | 11 | 88 |
| 1 | III | 4 | 32 |
| 1 | IV | 3 | 24 |
| 2 | I | 2 | 18 |
| 2 | II | 7 | 54 |
| 2 | III | 5 | 40 |
| 2 | IV | 2 | 18 |
| 3 | I | 0 | 0 |
| 3 | II | 8 | 72 |
| 3 | III | 4 | 32 |
| 3 | IV | 1 | 8 |
| TOTALS: | | 50 | 480 |

| TRACT AREA | 50.48 | ACRES |
|------------------------|-------|-------|
| LAND USE: | | |
| MULTI-FAMILY | 36.87 | ACRES |
| COMMERCIAL | 9.83 | ACRES |
| OPENSPACE / GREENSPACE | 9.88 | ACRES |
| TOTAL AREA | 50.48 | ACRES |

| <p>CLIENT:</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>OVERALL SITE PLAN</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>CUATRO Consultants, LTD.</p> <p>Registration No. F-5524</p> <p>5401 Kyle Crossing, Suite A Pharr, TX 78577 Phone (512) 512-5010 Fax (512) 512-5599 Kyle, TX 78564 e-mail: cuatro@cuatroconsultants.com</p> | <p>STATE OF TEXAS</p> <p>HUGO ELIZONDO, JR.</p> <p>68781</p> <p>PROFESSIONAL ENGINEER</p> | | | | | | | | | | |
|--|---|---|---|-----|-------|--|--|--|--|--|--|--|--|
| <p>DATE: NOVEMBER 2022</p> <p>PROJECT: 21-282</p> <p>DRAWING'S NAME: 09_21-282_07B-DWALL SITE PLAN</p> <p>DESIGN: H.C.</p> <p>CHECKED: H.C.</p> <p>APPROVED: H.C.</p> <p>SHEET: 9 OF 27</p> | <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | |
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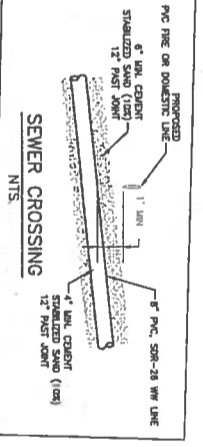


NOTES:
 1. JOINTS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF JOHNSON CITY STANDARDS.
 2. CONSTRUCTION OF JOINTS SHALL BE IN ACCORDANCE WITH THE CITY OF JOHNSON CITY STANDARDS.
 3. JOINTS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF JOHNSON CITY STANDARDS.



WASTEWATER SEPARATION: CTECA CHAPTER 217
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 CHAPTER 217 - DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS
 A. IF A COLLECTION SYSTEM PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
 1. IF A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC, THE PIPE SHALL BE SPECIFIED WITH AT LEAST A 150 POUND PER FOOT MINIMUM STRENGTH. THE PIPE SHALL BE AT LEAST 2 FEET BELOW THE OUTSIDE DIAMETER OF THE PRESSURE PIPE.
 2. IF A COLLECTION SYSTEM PIPE MUST BE AT LEAST 4 FEET BELOW THE OUTSIDE DIAMETER OF THE PRESSURE PIPE, THE FOLLOWING REQUIREMENTS APPLY:
 A. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
 1. THE COLLECTION SYSTEM PIPE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE STRENGTH OF 150 PSI. THE FOLLOWING REQUIREMENTS APPLY:
 A. THE PRESSURE SEPARATION DISTANCE IS 6\"/>

PER CHAPTER 290.44 (E)(1)(ii)
 (ii) WHERE A NEW POTABLE WATERLINE CROSSES A NEW PRESSURE RATED WASTEWATER PIPE, THE WASTEWATER PIPE SHALL BE CENTERED OVER AND SHALL BE PERPENDICULAR TO THE WATERLINE PIPE. THE WASTEWATER PIPE SHALL BE AT LEAST SIX INCHES ABOVE THE WATERLINE PIPE. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE THE WASTEWATER PIPE. THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER PIPE. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. THE WATERLINE PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF ONE PIPE SCHEDULE PLUS 12 INCHES BEYOND THE JOINT ON EACH END.
 (iii) WHERE EXISTING STABILIZED SAND BEDDING IS REQUIRED, THE SAND STABILIZED SAND BEDDING SHALL BE BASED ON LOOSE PER WEIGHT VOLUME (AT LEAST 2.4 BAGS OF CEMENT PER CUBIC YARD OF SAND). THE SAND STABILIZED SAND BEDDING SHALL BE A MINIMUM OF SIX INCHES ABOVE THE WASTEWATER PIPE. THE SAND STABILIZED SAND BEDDING SHALL BE AT LEAST SIX INCHES ABOVE THE WATERLINE PIPE. THE SAND STABILIZED SAND BEDDING SHALL BE AT LEAST SIX INCHES ABOVE THE JOINTS OF THE WASTEWATER PIPE. THE SAND STABILIZED SAND BEDDING SHALL BE AT LEAST SIX INCHES ABOVE THE JOINTS OF THE WATERLINE PIPE. THE SAND STABILIZED SAND BEDDING SHALL BE AT LEAST SIX INCHES ABOVE THE JOINTS OF THE WASTEWATER PIPE. THE SAND STABILIZED SAND BEDDING SHALL BE AT LEAST SIX INCHES ABOVE THE JOINTS OF THE WATERLINE PIPE.



| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|------------------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | EXISTING BOUNDARY |
| --- | --- | PROPOSED BOUNDARY |
| --- | --- | UTILITY LINE |
| --- | --- | EXISTING UTILITY LINE |
| --- | --- | PROPOSED UTILITY LINE |
| --- | --- | WATER MAIN |
| --- | --- | SEWER MAIN |
| --- | --- | WATER SERVICE LINE |
| --- | --- | SEWER SERVICE LINE |
| --- | --- | WATER VALVE |
| --- | --- | SEWER VALVE |
| --- | --- | WATER METER |
| --- | --- | SEWER METER |
| --- | --- | WATER METER VALVE |
| --- | --- | SEWER METER VALVE |
| --- | --- | WATER METER BOX |
| --- | --- | SEWER METER BOX |
| --- | --- | WATER METER ASSEMBLY |
| --- | --- | SEWER METER ASSEMBLY |
| --- | --- | WATER METER SERVICE LINE |
| --- | --- | SEWER METER SERVICE LINE |
| --- | --- | WATER METER SERVICE VALVE |
| --- | --- | SEWER METER SERVICE VALVE |
| --- | --- | WATER METER SERVICE BOX |
| --- | --- | SEWER METER SERVICE BOX |
| --- | --- | WATER METER SERVICE ASSEMBLY |
| --- | --- | SEWER METER SERVICE ASSEMBLY |
| --- | --- | WATER METER SERVICE LINE |
| --- | --- | SEWER METER SERVICE LINE |
| --- | --- | WATER METER SERVICE VALVE |
| --- | --- | SEWER METER SERVICE VALVE |
| --- | --- | WATER METER SERVICE BOX |
| --- | --- | SEWER METER SERVICE BOX |
| --- | --- | WATER METER SERVICE ASSEMBLY |
| --- | --- | SEWER METER SERVICE ASSEMBLY |

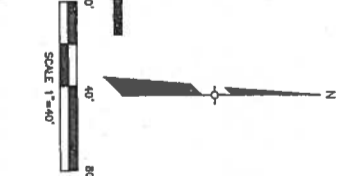
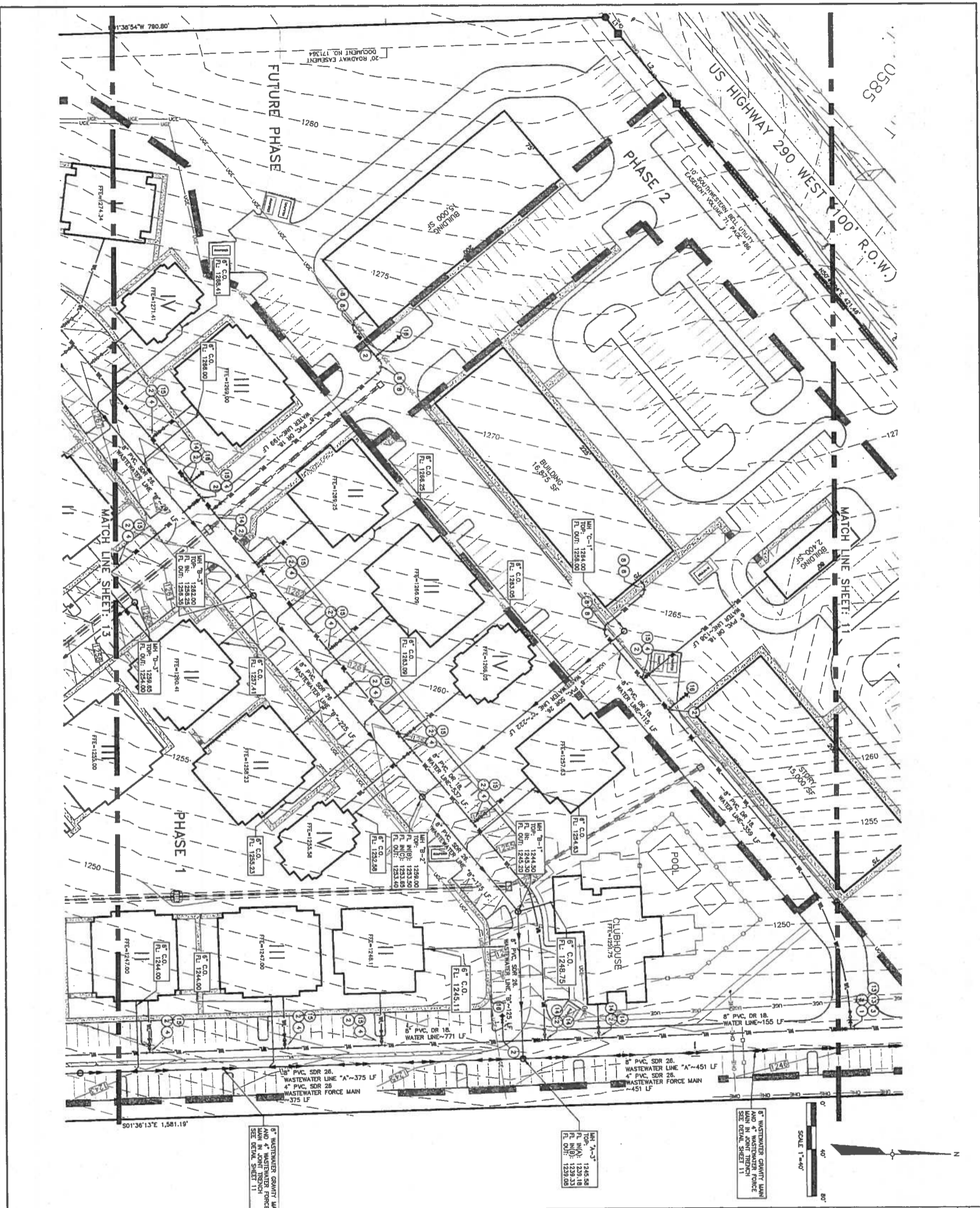
WATER FITTING SCHEDULE
 1. 12" TEE, M.I.
 2. 8" TEE, M.I.
 3. 12" X 8" REDUCER, M.I.
 4. 8" X 6" REDUCER, M.I.
 5. 12" X 45° BEND, M.I.
 6. 12" X 22.5° BEND, M.I.
 7. 12" X 90° BEND, M.I.
 8. 8" X 45° BEND, M.I.
 9. 8" X 22.5° BEND, M.I.
 10. 8" X 45° BEND, M.I.
 11. 12" X 10" REDUCER, M.I.
 12. 8" PLUG, M.I.
 13. 12" GATE VALVE WITH VALVE BOX, M.I.
 14. 8" GATE VALVE WITH VALVE BOX, M.I.
 15. 6" GATE VALVE WITH VALVE BOX, M.I.
 16. FIRE HYDRANT ASSEMBLY
 17. 12" PLUG, M.I.
 18. 8" TEE, M.I.

CONSTRUCTION NOTES:
 1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND LOCATIONS.
 2. WATER TAPS, UTILITY BARRIERS, AND SERVICE LINES SHALL BE INSTALLED PER CITY DETAILS.
 3. CONTRACTOR SHALL ADJUST TOP OF EXISTING MANHOLES TO PROPOSED GRADE, PER CITY DETAILS.
 4. FOR ELECTRICAL SERVICE LINES AND TRANSFORMERS, CONTRACTOR SHALL ADJUST EXISTING MANHOLES TO PERMANENT GRADE, PER CITY DETAILS.
 5. EXISTING OVERHEAD ELECTRIC LINES TO BE RELOCATED PER PER DESIGN.

REFERENCE NOTES:
 1. FOR STORM WATER SEWER PLAN, SEE SHEETS 10-22.
 2. FOR WASTEWATER SEWER DETAILS, SEE SHEET 20.
 3. FOR WATER LINE DETAILS, SEE SHEET 21.

| <p>CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>UTILITY LAYOUT 1 OF 4 HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO Consultants, LTD. Registration No. F-5324 3601 Kyle Crossing, Suite A Phone (512) 512-5010 Fax (512) 512-5599 Kyle, Texas 78640 Email: cuatro@cuatrosurveyors.com</p> | <p>PROFESSIONAL SEAL: HUGO ELIZONDO 66781 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS</p> | <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY | DATE | | | | | | | | |
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| REVISION | DESCRIPTION | BY | DATE | | | | | | | | | | | | | |
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DATE: NOVEMBER 2022
 PROJECT: 21-282
 DRAWN: ANM
 CHECKED: HE, Jr.
 APPROVED: HE, Jr.
 SHEET: 11 OF 27



| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|----------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | EXISTING BOUNDARY |
| --- | --- | CONCRETE |
| --- | --- | LOT LINE OR STITCH |
| --- | --- | WATER MAIN |
| --- | --- | FIRE MAIN |
| --- | --- | WATER MAIN |
| --- | --- | FLUSH VALVE |
| --- | --- | AIR RELEASE VALVE |
| --- | --- | WASTEWATER LINE |
| --- | --- | FRANCE LAMP |
| --- | --- | WASTEWATER CLEANOUT |
| --- | --- | WASTEWATER SERVICE |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | THUNDERBOLT BOX |
| --- | --- | LIGHT POLE |
| --- | --- | POWER POLE |
| --- | --- | OUT WIRE |
| --- | --- | STATION SIGN |
| --- | --- | CONCRETE |
| --- | --- | OVER HEAD TELEPHONE |
| --- | --- | FIBER OPTIC CABLE |
| --- | --- | GAS LINE |
| --- | --- | CONCRETE (HATCH) |
| --- | --- | CHAIN LINK FENCE |
| --- | --- | WOOD FENCE |
| --- | --- | BARRIER WIRE FENCE |
| --- | --- | THATTE FLOW |
| --- | --- | HATCH SPACE |
| --- | --- | FIRE LINE |
| --- | --- | 8" SBR/CLAY ZONE |
| --- | --- | 7' PLANNING ZONE |
| --- | --- | ADA ACCESSIBLE ROUTE |
| --- | --- | PHASE LINE |
| --- | --- | PHASE NUMBER |

- WATER FITTING SCHEDULE**
- 1 12" TEE, M.J.
 - 2 8" TEE, M.J.
 - 3 12" X 8" REDUCER, M.J.
 - 4 8" X 6" REDUCER, M.J.
 - 5 12" X 45° BEND, M.J.
 - 6 12" X 22.5° BEND, M.J.
 - 7 12" X 90° BEND, M.J.
 - 8 8" X 45° BEND, M.J.
 - 9 8" X 22.5° BEND, M.J.
 - 10 8" X 45° BEND, M.J.
 - 11 12" X 10" REDUCER, M.J.
 - 12 8" PLUG, M.J.
 - 13 12" GATE VALVE WITH VALVE BOX, M.J.
 - 14 8" GATE VALVE WITH VALVE BOX, M.J.
 - 15 6" GATE VALVE WITH VALVE BOX, M.J.
 - 16 FIRE HYDRANT ASSEMBLY
 - 17 12" PLUG, M.J.
 - 18 6" TEE, M.J.

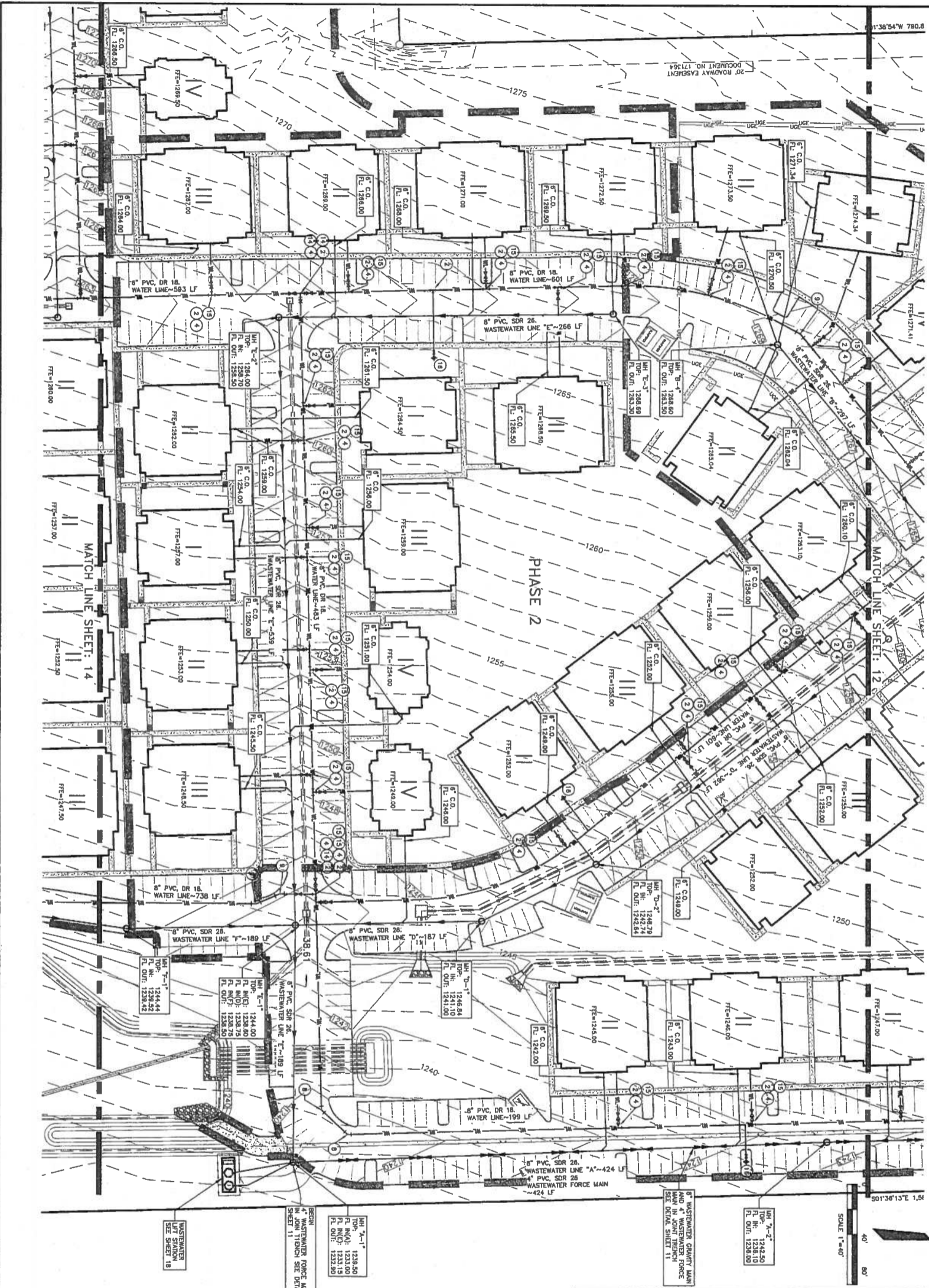
CONSTRUCTION NOTES:

- CONTRACTOR SHALL EXTEND WASTEWATER SERVICE LATERALS TO TWO-BAY CLOSET.
- WATER MAINS, METERS, BACKFLOW PREVENTERS AND SERVICE LINE SHALL BE INSTALLED PER CITY DETAILS.
- CONTRACTOR SHALL ADJUST TOP OF EXISTING AS NECESSARY.
- FOR ELECTRICAL SERVICE LINES AND TRANSFORMER PAD CONNECTION, SEE ARCHITECTURAL PLANS.
- CONTRACTOR SHALL ADJUST EXISTING MANHOLE TO COLLAR.
- FOR WASTEWATER SERVICE DETAILS, SEE SHEET 28.
- FOR WATER LINE DETAILS, SEE SHEET 27.
- CHANGING OVERHEAD ELECTRIC LINES TO BE RELOCATED PER P&E DESIGN.

REFERENCE NOTES:

- FOR STORM WATER SERVICE PLAN, SEE SHEETS 19-22.
- FOR STORM WATER SERVICE DETAILS, SEE SHEET 29.
- FOR WASTEWATER SERVICE DETAILS, SEE SHEET 28.
- FOR WATER LINE DETAILS, SEE SHEET 27.

| | | | | | | |
|--|---|--|----------|-------------|-----|-------|
| CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591 | UTILITY LAYOUT 2 OF 4 HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS | | REVISION | DESCRIPTION | BY: | DATE: |
| | | | | | | |
| | | | | | | |
| PROJECT: 31-282 DATE: NOVEMBER 2022 | DRAWING'S ISSUES: DESIGNED BY: JLM CHECKED BY: JLM APPROVED BY: JLM SHEET: 12 OF 27 | | 7/29/22 | | | |



| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|-------------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | EXISTING BOUNDARY |
| --- | --- | COMMENTS |
| --- | --- | LEFT LINE |
| --- | --- | CENTER LINE OF DITCH |
| --- | --- | WATER LINE |
| --- | --- | WATER VALVE |
| --- | --- | FIRE HYDRANT |
| --- | --- | FLUSH WATER VALVE |
| --- | --- | MANHOLE |
| --- | --- | WASTEWATER CLEANOUT |
| --- | --- | WASTEWATER SERVICE |
| --- | --- | OVERHEAD ELECTRIC |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | TRANSFORMER BOX |
| --- | --- | LIGHT POLE |
| --- | --- | POWER POLE |
| --- | --- | STORM SEWER |
| --- | --- | CURB/POB PRESS |
| --- | --- | OVER HEAD TELEPHONE |
| --- | --- | TELEPHONE CABLE |
| --- | --- | GAS LINE |
| --- | --- | PERMANENT (N.M.C.) |
| --- | --- | CONCRETE |
| --- | --- | CHAIN FENCE |
| --- | --- | WOOD FENCE |
| --- | --- | BARBED WIRE FENCE |
| --- | --- | THATCH FENCE |
| --- | --- | WINDOW SPACE |
| --- | --- | FIRE LINE |
| --- | --- | 5' SEPARATION CLEARANCE |
| --- | --- | 5' PLANNING ZONE |
| --- | --- | ARMED AREA |
| --- | --- | ADA ACCESSIBLE ROUTE |
| --- | --- | PHASE LINE |
| --- | --- | PHASE NUMBER |

| WATER FITTING SCHEDULE |
|--|
| 1 1/2" TEE, M.J. |
| 2 8" TEE, M.J. |
| 3 12" X 8" REDUCER, M.J. |
| 4 8" X 6" REDUCER, M.J. |
| 5 12" X 45" BEND, M.J. |
| 6 12" X 22.5" BEND, M.J. |
| 7 12" X 90" BEND, M.J. |
| 8 8" X 45" BEND, M.J. |
| 9 8" X 22.5" BEND, M.J. |
| 10 8" X 45" BEND, M.J. |
| 11 12" X 10" REDUCER, M.J. |
| 12 8" PLUG, M.J. |
| 13 12" GATE VALVE WITH VALVE BOX, M.J. |
| 14 8" GATE VALVE WITH VALVE BOX, M.J. |
| 15 8" GATE VALVE WITH VALVE BOX, M.J. |
| 16 12" PLUG, M.J. |
| 17 6" TEE, M.J. |

CONSTRUCTION NOTES:

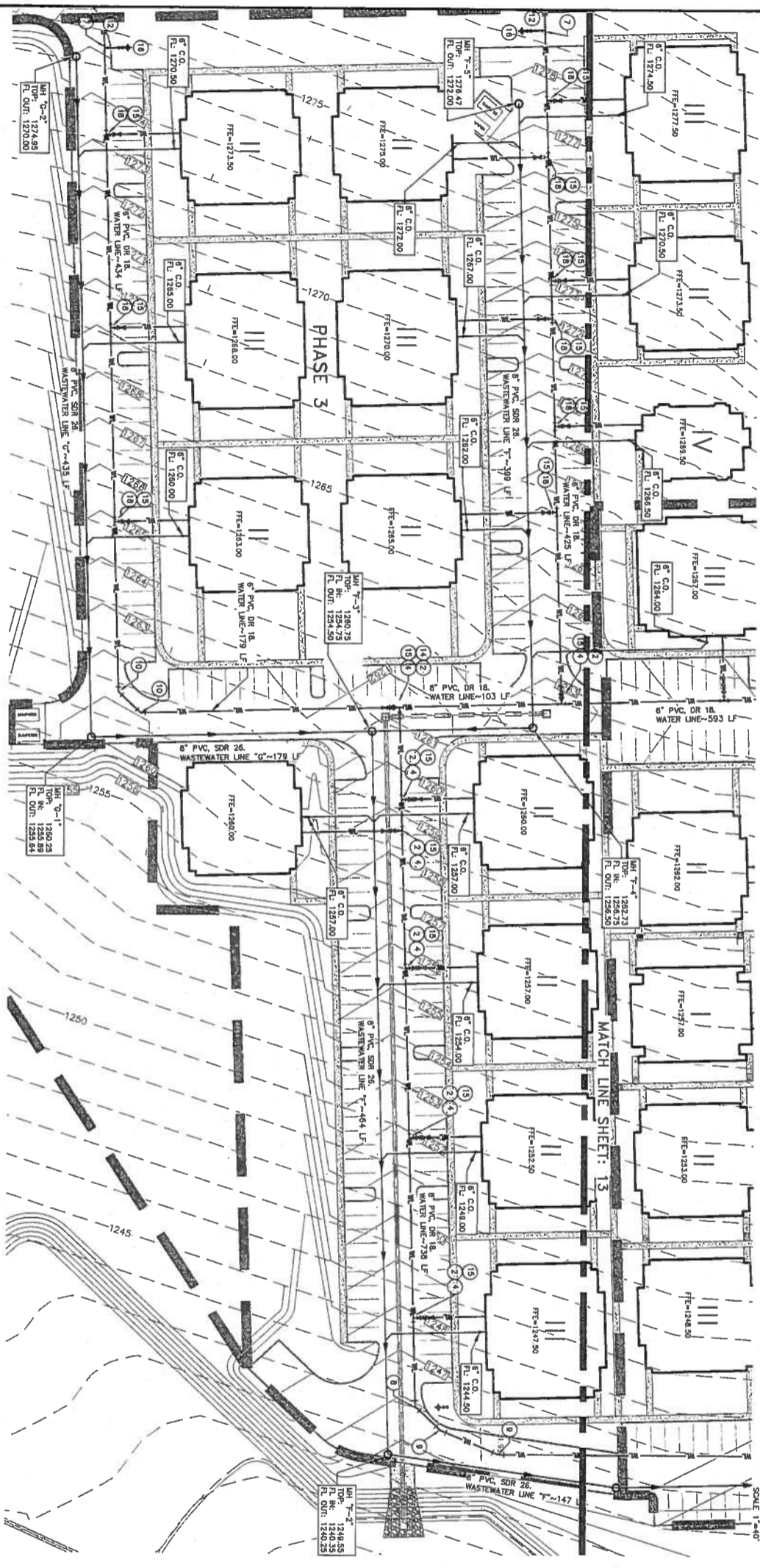
- CONTRACTOR SHALL EXIST WASTEWATER SERVICE LATERALS TO TWO-WAY CLEANOUT.
- WATER TAPS, METERS, BACKFLOW PREVENTERS AND SERVICE LINE SHALL BE INSTALLED PER CITY DETAILS.
- CONTRACTOR SHALL ADJUST TOP OF EXISTING MANHOLE TO PROPOSED GRADE. RE-COAT MANHOLE AS NECESSARY.
- FOR ELECTRICAL SERVICE LINES AND TRANSFORMER PAD LOCATIONS, SEE ARCHITECTURAL PLANS.
- CONTRACTOR SHALL ADJUST EXISTING MANHOLE TO FINAL GRADE, RELINE, AND INSTALL A CONCRETE DOLM.
- EXISTING OVERHEAD ELECTRIC LINES TO BE RELOCATED PER PEC DESIGN.

REFERENCE NOTES:

- FOR STORM WATER SEWER PLAN, SEE SHEETS 19-22.
- FOR STORM WATER SEWER DETAILS, SEE SHEET 25.
- FOR WASTEWATER SEWER DETAILS, SEE SHEET 28.
- FOR WATER LINE DETAILS, SEE SHEET 27.

| <p>CLIENT:</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>UTILITY LAYOUT 3 OF 4</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO Consultants, LTD. Registration No. F-5524 3401 Kyle Crossing, Suite A, Pharr (512) 312-2040 Fax (512) 312-5359 Kyle, Texas 78640 e-mail: cuatro@cuatros.com</p> | <p>STATE OF TEXAS HUGO ELIZONDO JR. 68/781 LICENSED PROFESSIONAL ENGINEER 12/19/22</p> | <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | | | | | |
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DATE: NOVEMBER 2022
 PROJECT: 21-282
 DRAWING NAME: 10-14-21-282-UTILITY
 LAYOUT
 DESIGNED: HE, J.
 CHECKED: HE, J.
 DRAWN: AMH
 APPROVED: HE, J.
 SHEET: 13 OF 27



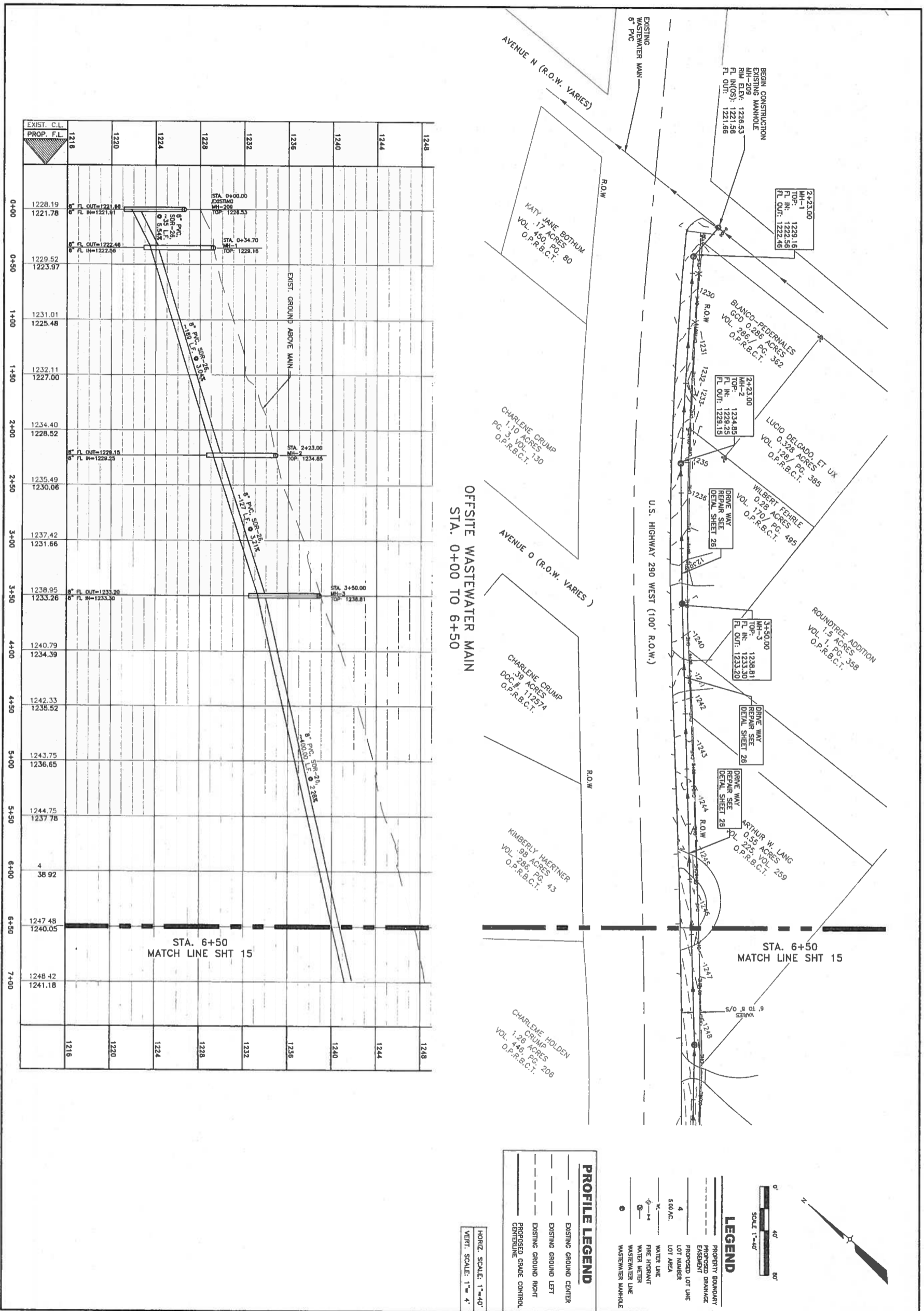
| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|------------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | DOCKING BOUNDARY |
| --- | --- | UTILITY LINE |
| --- | --- | CONCRETE LINE OR OTHER |
| --- | --- | WATER LINE |
| --- | --- | FIRE HYDRANT |
| --- | --- | FLUSH VALVE |
| --- | --- | AIR RELIEF VALVE |
| --- | --- | WASTEWATER LINE |
| --- | --- | WASTEWATER CLEANOUT |
| --- | --- | WASTEWATER SERVICE |
| --- | --- | OVERHEAD ELECTRIC |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | TRANSFORMER BOX |
| --- | --- | LIGHT POLE |
| --- | --- | POWER POLE |
| --- | --- | DAY WIRE |
| --- | --- | STAIR STAIRS |
| --- | --- | OVER HEAD TELEPHONE |
| --- | --- | FIBER OPTIC CABLE |
| --- | --- | GAS LINE |
| --- | --- | CONCRETE |
| --- | --- | CHAIN LINK FENCE |
| --- | --- | WOOD FENCE |
| --- | --- | BARBED WIRE FENCE |
| --- | --- | THATCH FLOW |
| --- | --- | HANDICAP SPACE |
| --- | --- | FIRE LINE |
| --- | --- | 5' SEPARATE/CLEAN ZONE |
| --- | --- | 7' PLANNING ZONE |
| --- | --- | ADA ACCESSIBLE ROUTE |
| --- | --- | PHASE LINE |
| --- | --- | PHASE NUMBERS |

- WATER FITTING SCHEDULE**
- 1 12" TEE, M.I.
 - 2 8" TEE, M.I.
 - 3 12" X 8" REDUCER, M.I.
 - 4 8" X 6" REDUCER, M.I.
 - 5 12" X 45' BEND, M.I.
 - 6 12" X 22.5' BEND, M.I.
 - 7 12" X 90' BEND, M.I.
 - 8 8" X 45' BEND, M.I.
 - 9 8" X 22.5' BEND, M.I.
 - 10 6" X 45' BEND, M.I.
 - 11 12" X 10" REDUCER, M.I.
 - 12 8" PLUG, M.I.
 - 13 12" GATE VALVE WITH VALVE BOX, M.I.
 - 14 8" GATE VALVE WITH VALVE BOX, M.I.
 - 15 6" GATE VALVE WITH VALVE BOX, M.I.
 - 16 FIRE HYDRANT ASSEMBLY
 - 17 12" PLUG, M.I.
 - 18 6" TEE, M.I.

- CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL EXTEND WASTEWATER SERVICE LINES TO THE MAIN CLEANOUT.
 2. WHERE PIPE, SEWER, BACKFLOW PREVENTERS AND SERVICE LINES SHALL BE INSTALLED IN CITY DETAILS.
 3. CONTRACTOR SHALL ADVISE THE OWNER OF EXISTING AS NECESSARY.
 4. FOR ELECTRICAL SERVICE LINES AND TRANSFORMER PAD LOCATIONS, SEE ARCHITECTURAL PLANS.
 5. CONTRACTOR SHALL ADJUST EXISTING PLUMBING TO FINAL GRADE, FIELD AND MAINLINE CONDUIT COLLAR.
 6. EXISTING OVERHEAD ELECTRIC LINES TO BE RELOCATED PER PER DESIGN.

- REFERENCE NOTES:**
1. FOR STORM WATER SENSER PLAN, SEE SHEETS 18-22.
 2. FOR STORM WATER SENSER DETAILS, SEE SHEET 26.
 3. FOR WASTEWATER SENSER DETAILS, SEE SHEET 26.
 4. FOR WATER LINE DETAILS, SEE SHEET 27.

| <p>CLIENT:</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>UTILITY LAYOUT 4 OF 4</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO Consultants, LTD.</p> <p>Registration No. P-3328</p> <p>3401 Kyle Crossing, Suite A, Pflugerville (512) 512-5040 Fax (512) 512-5399 Kyle, Texas 78640 email: info@cuatroc Consultants.com</p> | | | | | | | | |
|--|--|--|-------------|-----|-------|--|--|--|--|--|
| <p>PROJECT: 21-282</p> <p>DATE: NOVEMBER 2022</p> <p>DRAWING'S NAME: UTILITY LAYOUT</p> <p>DESIGN: HE, JR.</p> <p>CHECKED: HE, JR.</p> <p>APPROVED: HE, JR.</p> <p>DATE: 14 OF 27</p> | <p>REVISION:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | NO. | DESCRIPTION | BY: | DATE: | | | | | |
| NO. | DESCRIPTION | BY: | DATE: | | | | | | | |
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| STATION | EXIST. C.L. | PROP. F.L. |
|---------|-------------|------------|
| 0+00 | 1228.19 | 1221.78 |
| 0+50 | 1229.52 | 1223.97 |
| 1+00 | 1231.01 | 1225.48 |
| 1+50 | 1232.11 | 1227.00 |
| 2+00 | 1234.40 | 1228.52 |
| 2+50 | 1235.49 | 1230.06 |
| 3+00 | 1237.42 | 1231.66 |
| 3+50 | 1238.95 | 1233.26 |
| 4+00 | 1240.79 | 1234.39 |
| 4+50 | 1242.33 | 1235.52 |
| 5+00 | 1243.75 | 1236.65 |
| 5+50 | 1244.75 | 1237.78 |
| 6+00 | 1247.48 | 1240.05 |
| 6+50 | 1248.42 | 1241.18 |
| 7+00 | 1248.42 | 1241.18 |

OFFSITE WASTEWATER MAIN
STA. 0+00 TO 6+50

BEGIN CONSTRUCTION
EXISTING MANHOLE
RIM ELEV: 1228.53
FL. IN (OS): 1221.56
FL. OUT: 1221.66

2+23.00
TOP: 1229.16
FL. IN: 1222.56
FL. OUT: 1222.46

2+23.00
MH-2
TOP: 1234.85
FL. IN: 1228.25
FL. OUT: 1228.15

3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

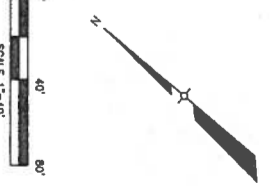
3+50.00
MH-3
TOP: 1238.81
FL. IN: 1233.20
FL. OUT: 1233.20

PROFILE LEGEND

- EXISTING GROUND CENTER
- EXISTING GROUND LEFT
- EXISTING GROUND RIGHT
- PROPOSED GRADE CONTROL CENTERLINE

LEGEND

- PROPERTY BOUNDARY
- PROPOSED BRANCHAGE
- EXISTENT
- PROPOSED LOT LINE
- LOT NUMBER
- 5.00 A.C.
- WATER LINE
- WATER HYDRANT
- WATER METER
- WASTEWATER LINE
- WASTEWATER MANHOLE



CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

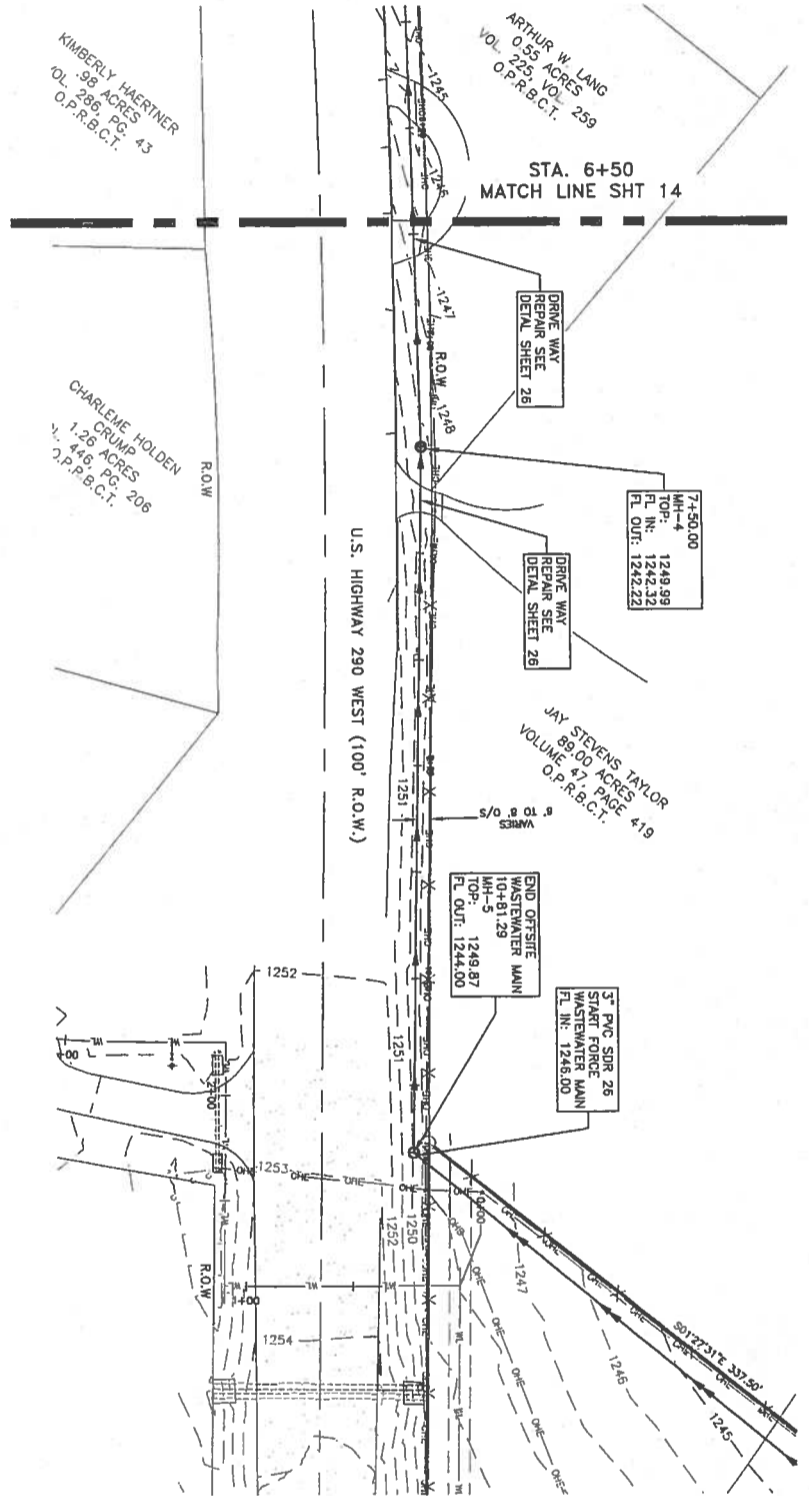
OFFSITE WASTEWATER MAIN: PLAN AND PROFILE SHEET 1 OF 2
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

CUATRO Consultants, LTD.
Registration No. 17-5524
3601 Kyle Crossing, Suite A | Dallas (972) 311-5040 | Houston (281) 311-5599
Katy, TX 77450 | e-mail: cuatro@cuatrosolutions.com

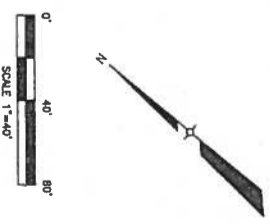
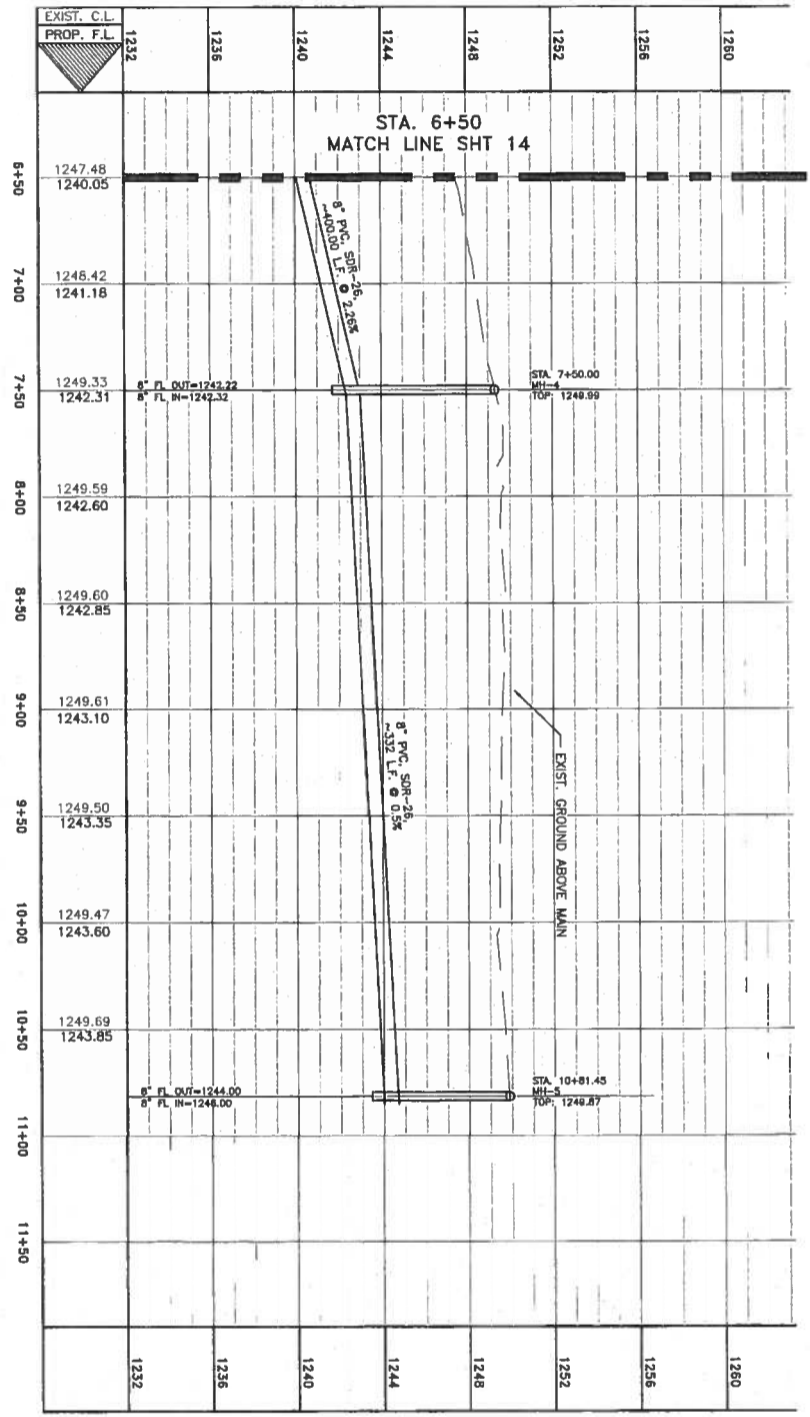


| REVISION | DESCRIPTION | BY: | DATE: |
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SHEET: **15 OF 27**



OFFSITE WASTEWATER MAIN
STA. 6+50 TO END



LEGEND

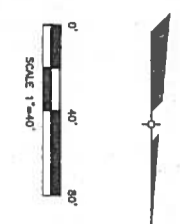
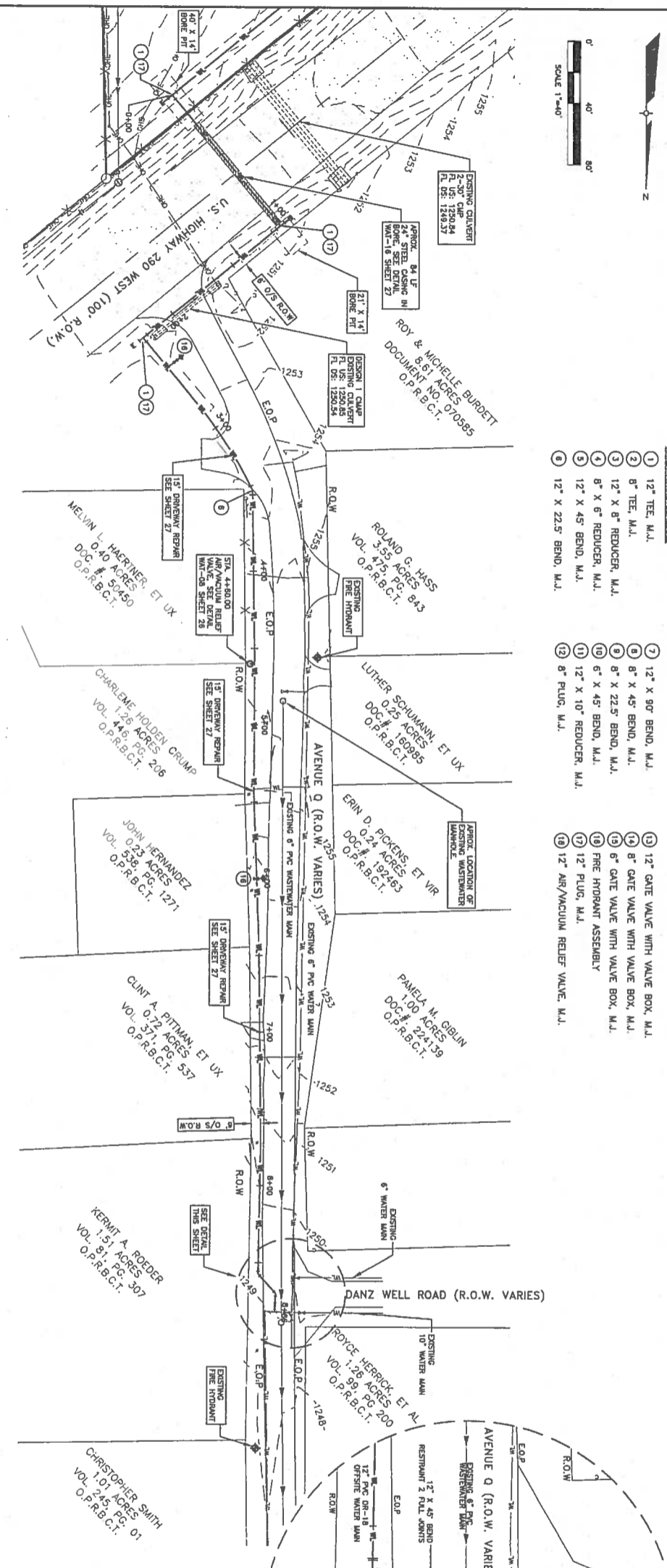
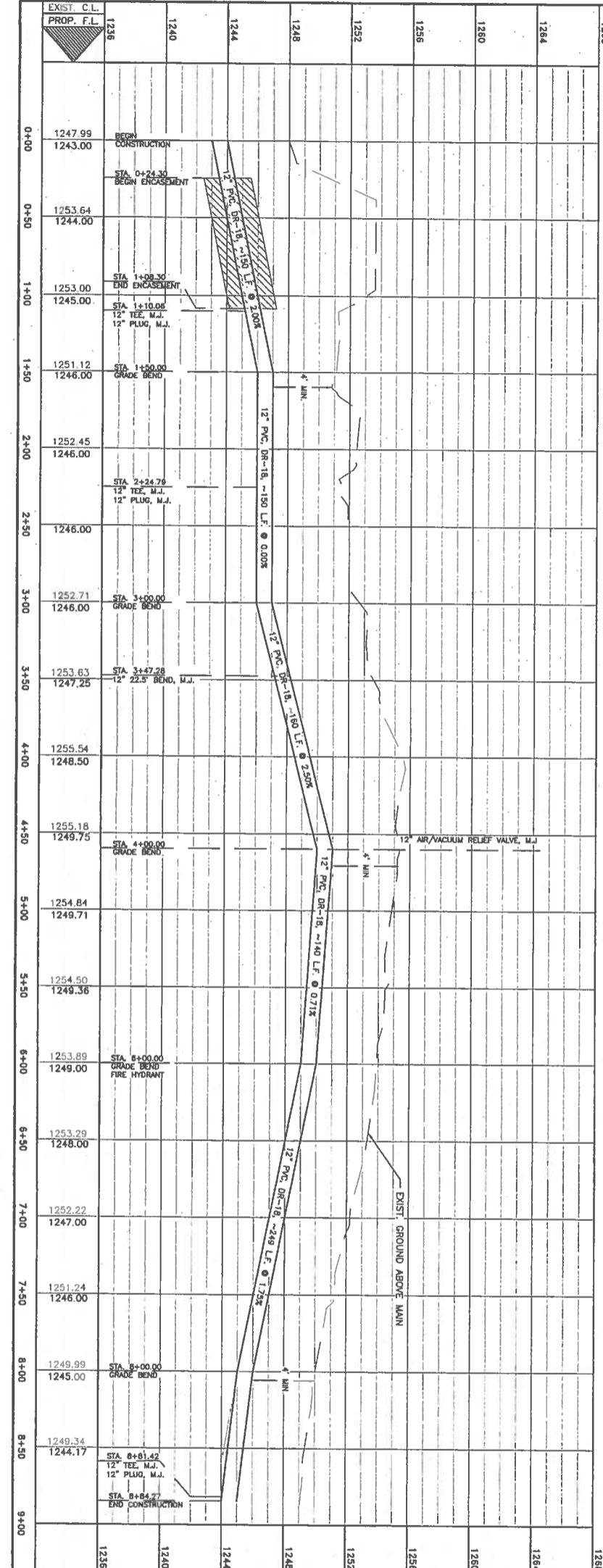
- PROPERTY BOUNDARY
- PROPOSED DRAINAGE EXHAUST
- PROPOSED LOT LINE
- LOT NUMBER
- LOT AREA
- WATER LINE
- FIRE INSTANT WATER METER
- WASTEWATER LINE
- WASTEWATER MANHOLE

PROFILE LEGEND

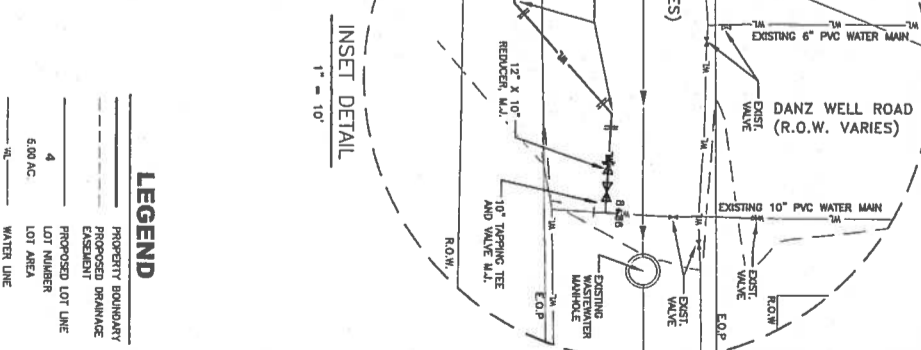
- EXISTING GROUND CENTER
- EXISTING GROUND LEFT
- EXISTING GROUND RIGHT
- PROPOSED GRADE CONTROL CENTERLINE

HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

| <p>DATE: NOVEMBER 2022 PROJECT: 21-282</p> | <p>CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>OFFSITE WASTEWATER MAIN: PLAN AND PROFILE SHEET 2 OF 2</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO Consultants, LTD. Registration No. P-3524</p> <p>1401 Kyle Crossing, Suite A Phone: (512) 312-3040 Fax: (512) 312-9789 Kyle, TX 78640 e-mail: cuatro@cuatrosconsultants.com</p> | <p>REVISION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | NO. | DESCRIPTION | BY: | DATE: | | | | | | | | | | | | |
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| NO. | DESCRIPTION | BY: | DATE: | | | | | | | | | | | | | | | | | |
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- WATER FITTING SCHEDULE**
- ① 12" TEE, M.J.
 - ② 8" TEE, M.J.
 - ③ 12" X 8" REDUCER, M.J.
 - ④ 8" X 6" REDUCER, M.J.
 - ⑤ 12" X 4.5" BEND, M.J.
 - ⑥ 8" X 22.5" BEND, M.J.
 - ⑦ 12" X 90° BEND, M.J.
 - ⑧ 8" X 4.5" BEND, M.J.
 - ⑨ 8" X 22.5" BEND, M.J.
 - ⑩ 6" GATE VALVE WITH VALVE BOX, M.J.
 - ⑪ 6" X 4.5" BEND, M.J.
 - ⑫ 12" X 10" REDUCER, M.J.
 - ⑬ 8" PLUG, M.J.
 - ⑭ 12" GATE VALVE WITH VALVE BOX, M.J.
 - ⑮ 8" GATE VALVE WITH VALVE BOX, M.J.
 - ⑯ 6" GATE VALVE WITH VALVE BOX, M.J.
 - ⑰ FIRE HYDRANT ASSEMBLY
 - ⑱ 12" X 10" REDUCER, M.J.
 - ⑲ 8" PLUG, M.J.
 - ⑳ 12" AIR/VACUUM RELIEF VALVE, M.J.



CONSTRUCTION NOTES:

- CONTRACTOR SHALL LOCATE AND VERIFY DEPTH OF EXISTING 10" PVC MAIN AND ADJUST SLOPE OF NEW MAIN TO MATCH DEPTH AT CONNECTION.
- WHEN WATER AND WASTEWATER RUN PARALLEL, ALL PIPING SHALL BE 3' FOOT MINIMUM SEPARATION. THERE SHALL BE A 3' FOOT MINIMUM SEPARATION. PROTECT DENSITY FROM TO UTILITY INSTALLATION.

PROFILE LEGEND

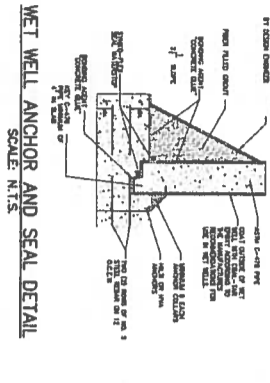
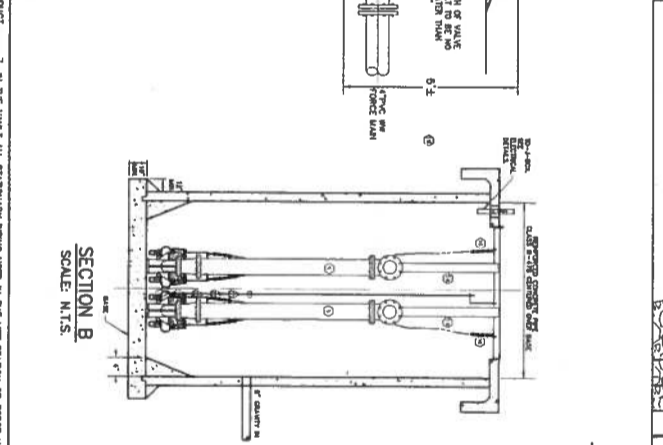
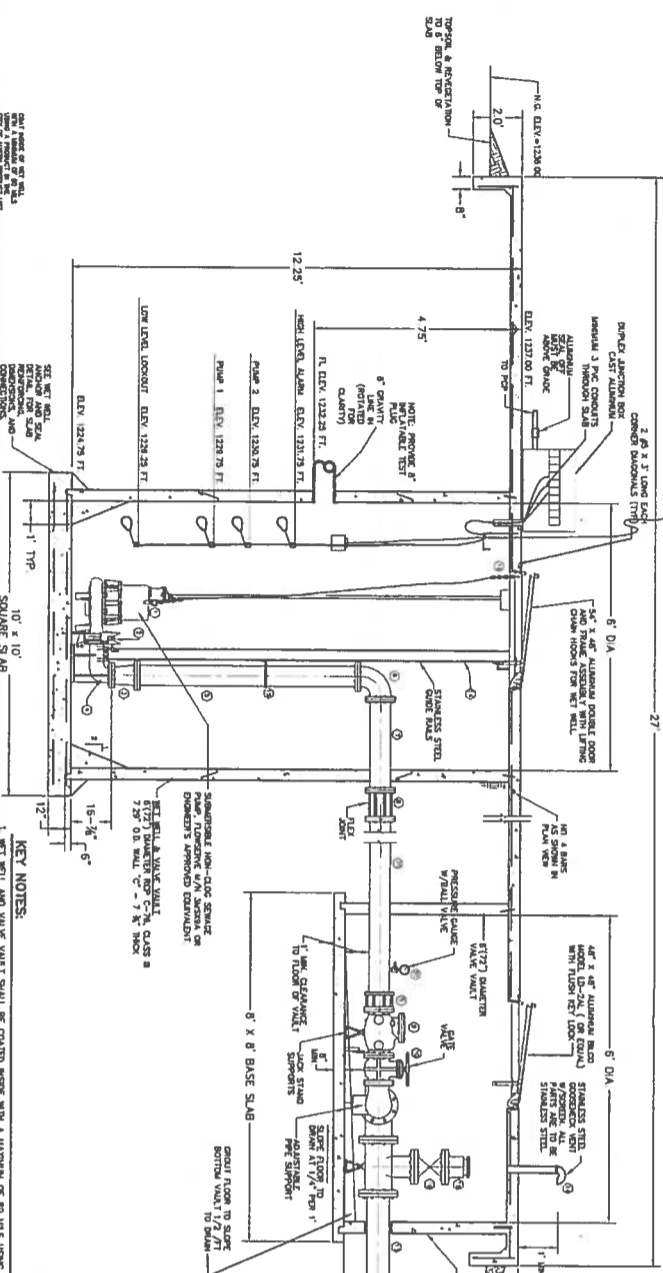
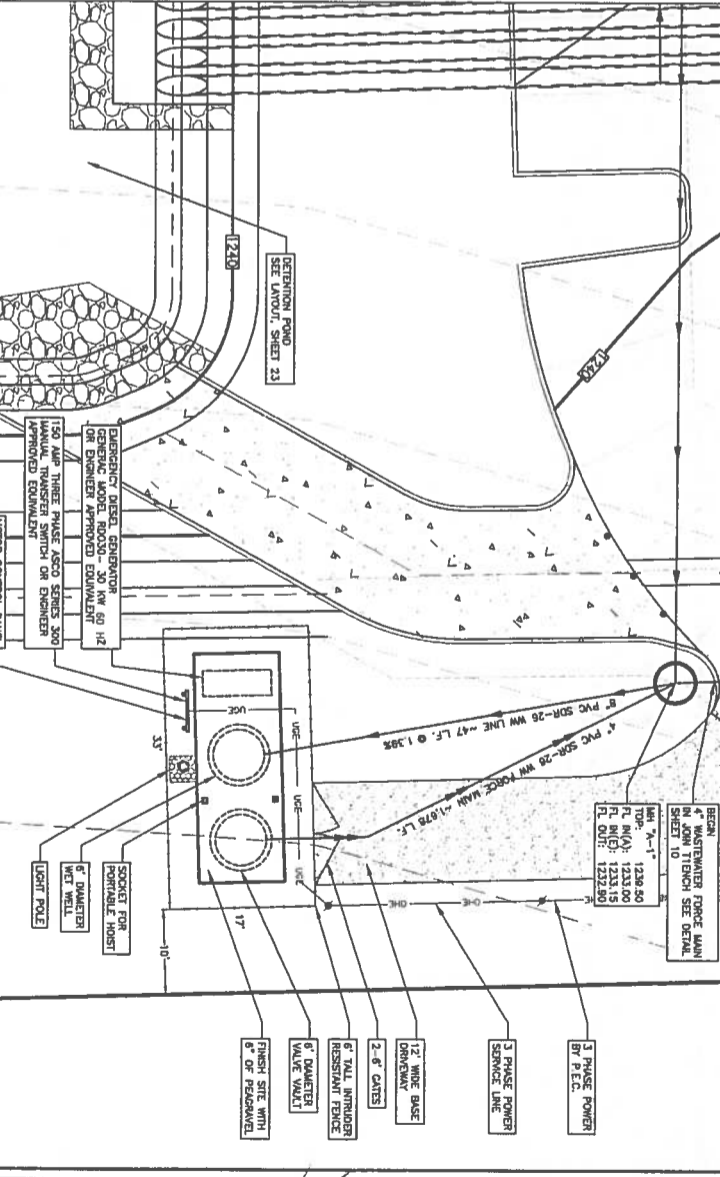
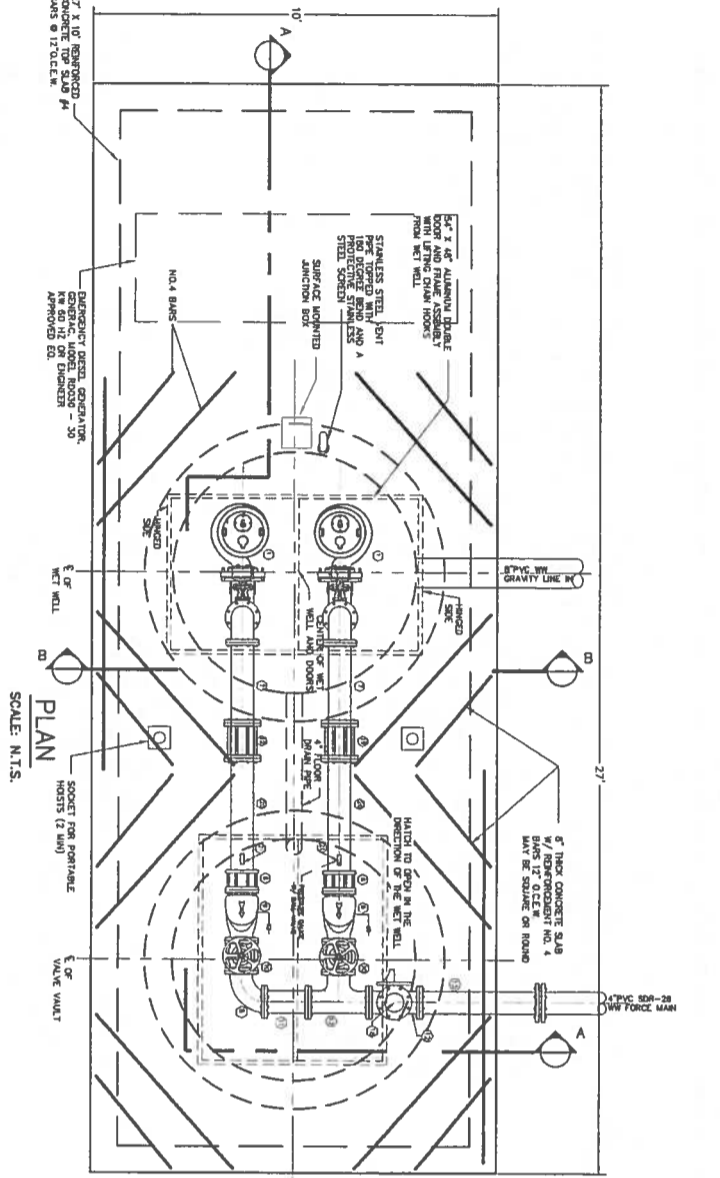
- EXISTING GROUND CENTER
- EXISTING GROUND LEFT
- EXISTING GROUND RIGHT
- PROPOSED GROUND CENTERLINE

LEGEND

- PROPERTY BOUNDARY
- PROPOSED DRAINAGE EXHIBIT
- PROPOSED LOT LINE
- 6.00 AC. LOT AREA
- WATER LINE
- WATER METER
- WASTEWATER LINE
- WASTEWATER MANHOLE

HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

| | | | |
|--|---|--|---|
| CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591 | OFFSITE WATER MAIN: PLAN AND PROFILE SHEET HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS | 3401 Kyle Crossing, Suite A, P.O. Box 1112, Johnson City, TX 76202 Phone: (817) 512-5010 Fax: (817) 512-9599 Email: info@cuatroconsultants.com | REVISION DESCRIPTION BY: DATE: |
| | | | DATE: NOVEMBER 2022 PROJECT: 21-282 DRAWING'S NAME: OFFSITE WATER MAIN PLAN AND PROFILE SHEET DESIGNER: HE, JR. CHECKER: HE, JR. DRAWN: HE, JR. SHEET: 17 OF 27 |



SECTION A
SCALE: N.T.S.

SECTION B
SCALE: N.T.S.

KEY NOTES:

1. WET WELL AND VALVE VAULT SHALL BE COATED WITH A MINIMUM OF 60 MILS USING A PRODUCT AS SPECIFIED IN THE SPECIFICATIONS. THE COATING SHALL BE APPLIED TO ALL EXPOSED SURFACES AND SHALL BE COATED OUTSIDE WITH COAL TAR EPXY ACCORDING TO THE MANUFACTURER'S RECOMMENDATION FOR USE IN WET WELLS.
2. THE ACCESS COVER SHALL BE A MINIMUM OF (2) 24" X 24" X 3/8" NON-SLIP PLATE SUPPLIER SHALL PROVIDE THE ACCESS COVER WITH AN INTEGRATED LOCKING MECHANISM TO PREVENT UNAUTHORIZED ACCESS TO THE WET WELL. THE COVER SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL. THE COVER SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL. THE COVER SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
3. PUMP SUPPLIER SHALL PROVIDE DIMENSIONS OF THE STAINLESS STEEL GATE VALVE TO ENGINEER. SERVICE PERSONNEL SHALL HAVE NO REASON TO ENTER THE WET WELL UNLESS NECESSARY FOR MAINTENANCE OR REPAIR. THE WET WELL SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
4. ALL HANDRAILS AND FASTENERS USED SHALL BE CONSTRUCTED OF 304 SERIES STAINLESS STEEL GATE VALVE SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
5. EACH PUMPING UNIT SHALL BE PROVIDED WITH A STAINLESS STEEL LIFTING CHAIN.
6. A 3/8" STAINLESS STEEL PLANT MOUNTING ASSEMBLY SHALL BE PROVIDED. THE PLANT SHALL BE MOUNTED AWAY FROM THE WET WELL. ANY CONTROL WIRING AND THE PLANT TO REMAIN AT OPERATIONAL LEVEL SETTINGS SHOWN ON THIS SHEET.

7. IN THE VALVE VAULT STATIONARY PIPING USED IN THE LEFT STATION OR FORCE MAIN SHALL BE DUCTILE IRON. ALL HANDRAILS SHALL BE 304 SERIES STAINLESS STEEL. THE VALVE VAULT SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
8. PUMP ASSEMBLY SHALL BE 1/4" X 1/4" X 1/4" WITH STAINLESS STEEL OR BRASS BALL VALVES. THE VALVE SHALL BE ACCESSIBLE AND LOCATED UPSTREAM OF THE VALVE FOR THE PUMP FITTING WHERE POSSIBLE. LONG HANDS OR OTHER DEVICES SHALL BE USED.
9. THE DISCHARGE LINE FROM EACH PUMP SHALL BE FITTED WITH A CHECK VALVE AND A RESILIENT GASKET. THE CHECK VALVE SHALL BE LOCATED OUTSIDE THE WET WELL. THE CHECK VALVE SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
10. THE VALVE VAULT SHALL BE USED LARGELY ENOUGH TO PROVIDE AT LEAST 1 FOOT OF CLEARANCE AROUND ALL VALVES AND 6 INCHES OF CLEARANCE TO ALL PIPING. THE COVER SHALL BE MADE OF 3/4" THICK PLATE AND SHALL BE WELDED TO THE WET WELL.
11. THE VALVE VAULT SHALL BE FITTED WITH A 2" DIA. VALVE OF A BACKFLOW PREVENTER AND A 2" DIA. VALVE OF A STOP VALVE. THE VALVE SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
12. THE VALVE VAULT SHALL BE FITTED WITH A 2" DIA. VALVE OF A BACKFLOW PREVENTER AND A 2" DIA. VALVE OF A STOP VALVE. THE VALVE SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
13. WET WELL SHALL BE COATED INSIDE AND OUT WITH COAL TAR EPXY ACCORDING TO THE SPECIFICATIONS.

DETAILS:

1. LIFTING CHAIN MUST NOT INTERFERE WITH GATE ASSEMBLY.
2. WET WELL SHALL BE COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
3. PROPER GASKETS SHALL BE USED AND COATED WITH COAL TAR EPXY AND SHALL BE WELDED TO THE WET WELL.
4. LOW FLAT BIT MATERIALS, NO CLAY IN BACKFILL WITHIN 8 FEET OF RCP.

| REVISION | DESCRIPTION | BY: | DATE: |
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CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

PROJECT:
21-282
DECEMBER 2022

DRAWING:
WET WELL
DATE: 12/15/22
DRAWN: KMB
CHECKED: KMB
APPROVED: HE, JR.

WASTEWATER LIFT STATION
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

CUATRO
Consultants, LTD.
Registration No. P-3524
3401 Kyle Crossing, Suite A, P.O. Box 5112, Johnson City, TX 77845
Kyle T. 282.6500

HUGO ELIZONDO
Professional Engineer
68781
1/1/23

Pavement Material Recommendations

Compacted Subgrade - After surface improvements, organics and deleterious materials have been removed as described in the Construction Considerations section of this report, RETL recommends that excavation, partition, where required, to achieve the design subgrade elevation. After the stippled areas have been excavated, the exposed soils should be replaced with a minimum 2-inch rubber tire dump truck or loader under the supervision of RETL. If soil pockets or areas are identified, these materials should be removed to expose firm materials and the excavation replaced with properly compacted fill soils.

After proof-rolling operations are completed, the upper 8-inches of exposed soils should be compacted to at least 92-percent of the maximum dry density as determined by the modified Proctor test (ASTM D1557). The moisture content of the exposed soils should be maintained between the optimum moisture content to 4-percent above the optimum moisture content. Sealification and recompaction of competent limestone material is not recommended.

Compacted Fill - After subgrade preparation is complete, the placement of properly compacted fill soils may begin in the paved areas to raise the grade. The fill soils may consist of on-site soils free of organics and other deleterious materials provided with a maximum plasticity index of 30. The fill used to raise the grade in the proposed parking and driveway areas should be placed in no greater than 8-inch thick loose lifts. Each lift should be compacted to at least 95-percent of the maximum dry density as determined by the modified Proctor test (ASTM D1557). The moisture content of the soils should be maintained between the optimum moisture content to 4-percent above the optimum moisture content.

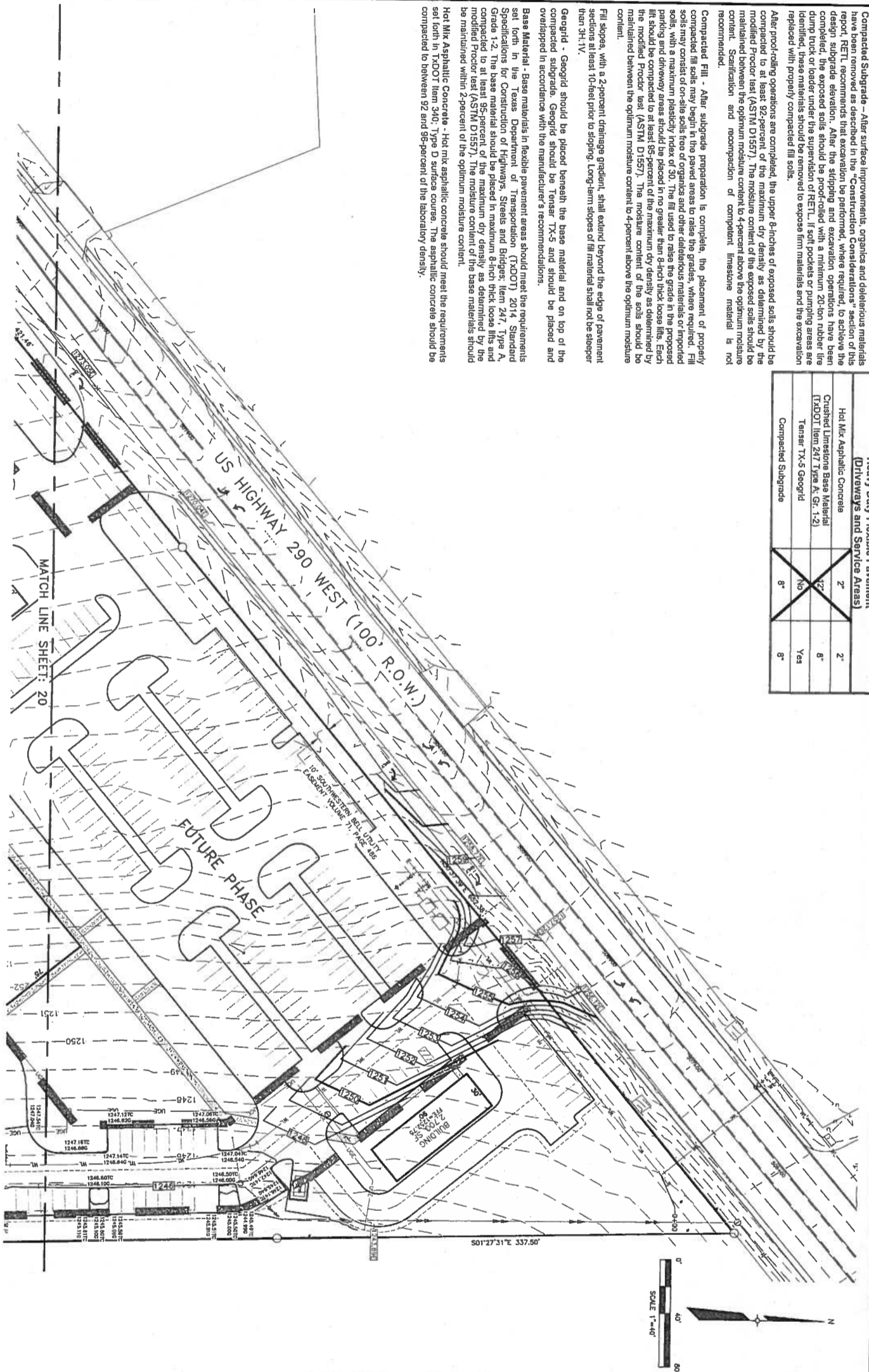
Fill slopes with a 2-percent drainage gradient, shall extend beyond the edge of pavement sections at least 10-feet prior to sloping. Long-term slopes of fill material shall not be steeper than 3:1V.

Geogrid - Geogrid should be placed beneath the base material and on top of the compacted subgrade. Geogrid should be Tensar TX-5 and should be placed and overlapped in accordance with the manufacturer's recommendations.

Base Material - Base materials in flexible pavement areas should meet the requirements set forth in the Texas Department of Transportation (TxDOT) 2014, Standard Specifications for Construction of Highways, Streets and Bridges, Item 247, Type A, Grade 1-2. The base material should be placed in maximum 8-inch thick loose lifts and compacted to at least 95-percent of the maximum dry density as determined by the modified Proctor test (ASTM D1557). The moisture content of the base materials should be maintained within 2-percent of the optimum moisture content.

Hot Mix Asphaltic Concrete - Hot mix asphaltic concrete should meet the requirements set forth in TxDOT Item 340, Type D surface course. The asphaltic concrete should be compacted to between 92 and 96-percent of the laboratory density.

| Heavy Duty Flexible Pavement (Driveways and Service Areas) | | |
|--|------|-----|
| Hot Mix Asphaltic Concrete | 2" | 2" |
| Crushed Limestone Base Material (TxDOT Item 247 Type A, Gr. 1-2) | 1/2" | 8" |
| Tensar TX-5 Geogrid | No | Yes |
| Compacted Subgrade | 8" | 8" |



| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|-------------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | EXISTING BOUNDARY |
| --- | --- | PROPOSED BOUNDARY |
| --- | --- | LOT LINE |
| --- | --- | CENTER LINE OF DITCH |
| --- | --- | WATER WALK |
| --- | --- | PRE-HANDRAIL |
| --- | --- | WATER WALKER |
| --- | --- | FISH WALK |
| --- | --- | AIR RELEASE VALVE |
| --- | --- | WATERWATER LINE |
| --- | --- | FORCIBLE MAIN |
| --- | --- | MANHOLE |
| --- | --- | WATERMAIN CATCHER |
| --- | --- | SEWER MAIN |
| --- | --- | SEWER SERVICE |
| --- | --- | UNDERGROUND SERVICE |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | TRANSFORMER BOX |
| --- | --- | LIGHT POLE |
| --- | --- | POWER POLE |
| --- | --- | CONCRETE |
| --- | --- | PAVEMENT (HMA) |
| --- | --- | CONCRETE |
| --- | --- | CHAIN LINK FENCE |
| --- | --- | WOOD FENCE |
| --- | --- | BRAVED WIRE FENCE |
| --- | --- | TRAFFIC SIGN |
| --- | --- | HANDCUP SWICH |
| --- | --- | 3" PIPE |
| --- | --- | 5" SCHEDULED/CLEAR ZONE |
| --- | --- | 7' PLANTING ZONE |
| --- | --- | ARMED AREA |
| --- | --- | ADA ACCESSIBLE ROUTE |
| --- | --- | PHASE LINE |
| --- | --- | PHASE NUMBER |
| --- | --- | SPW DRAINAGE |
| --- | --- | CENTER ELEVATION |
| --- | --- | TOP OF CURB ELEVATION |
| --- | --- | TOP OF WALL ELEVATION |

CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

GRADING PLAN
1 OF 4

HILL COUNTRY SPRINGS
APARTMENTS
JOHNSON CITY, TEXAS

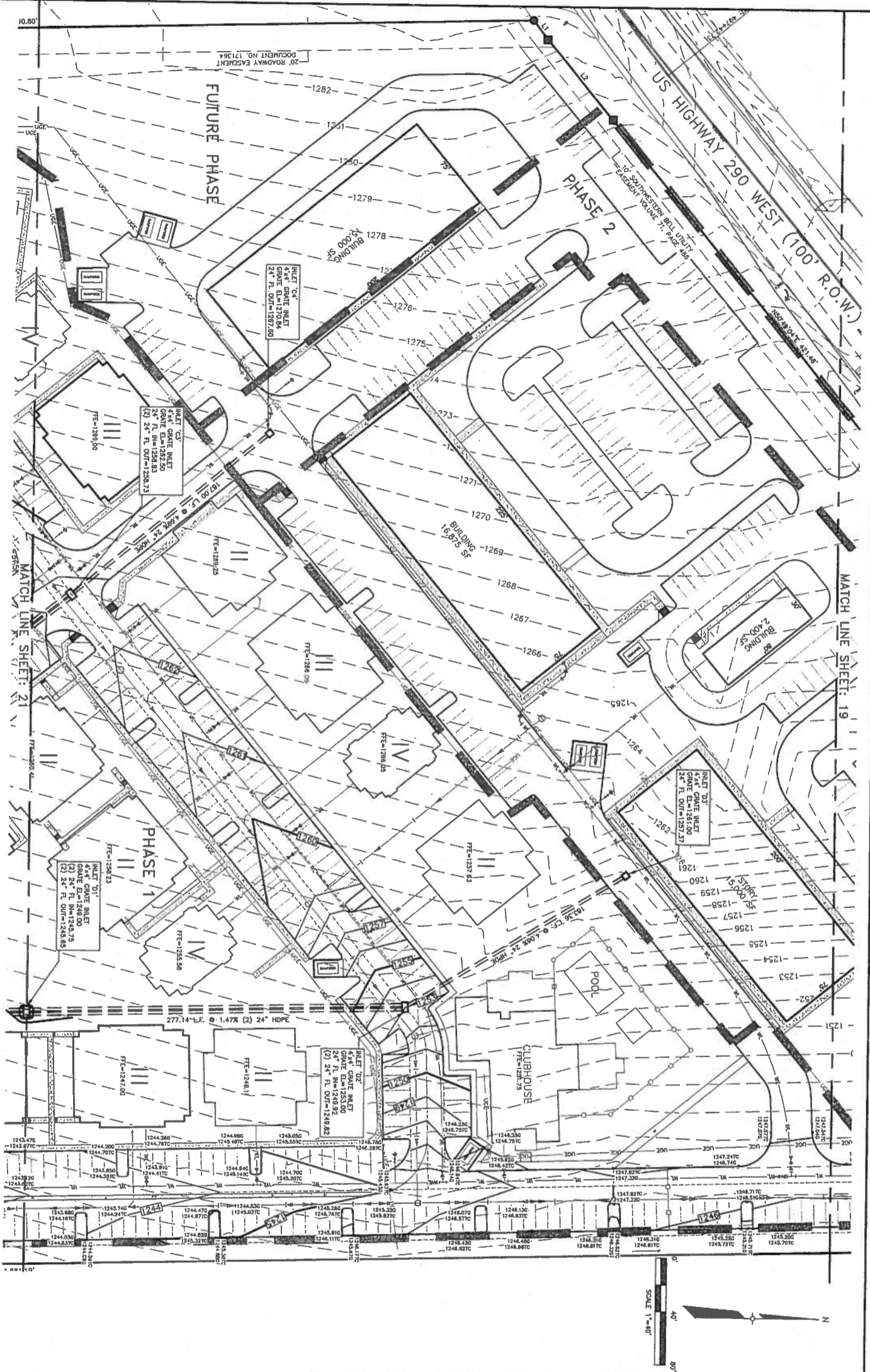
4 CUATRO
Consultants, LTD.
 Registration No. F-3524
 3401 Kula Crossing, Suite A, P.O. Box 5112, 5112-5197
 Kyle, Texas 78940
 e-mail: cuatro@cuatroconsultants.com

REVISION **DESCRIPTION** **BY:** **DATE:**

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DATE: NOVEMBER 2022
PROJECT: H-1432
DRAWING'S NAME: 19-22-21-242, GRADING
DESIGNER: ME, JR.
CHECKER: ME, JR.
DRAWN: AM
APPROVED: ME, JR.
SHEET: 19 OF 27

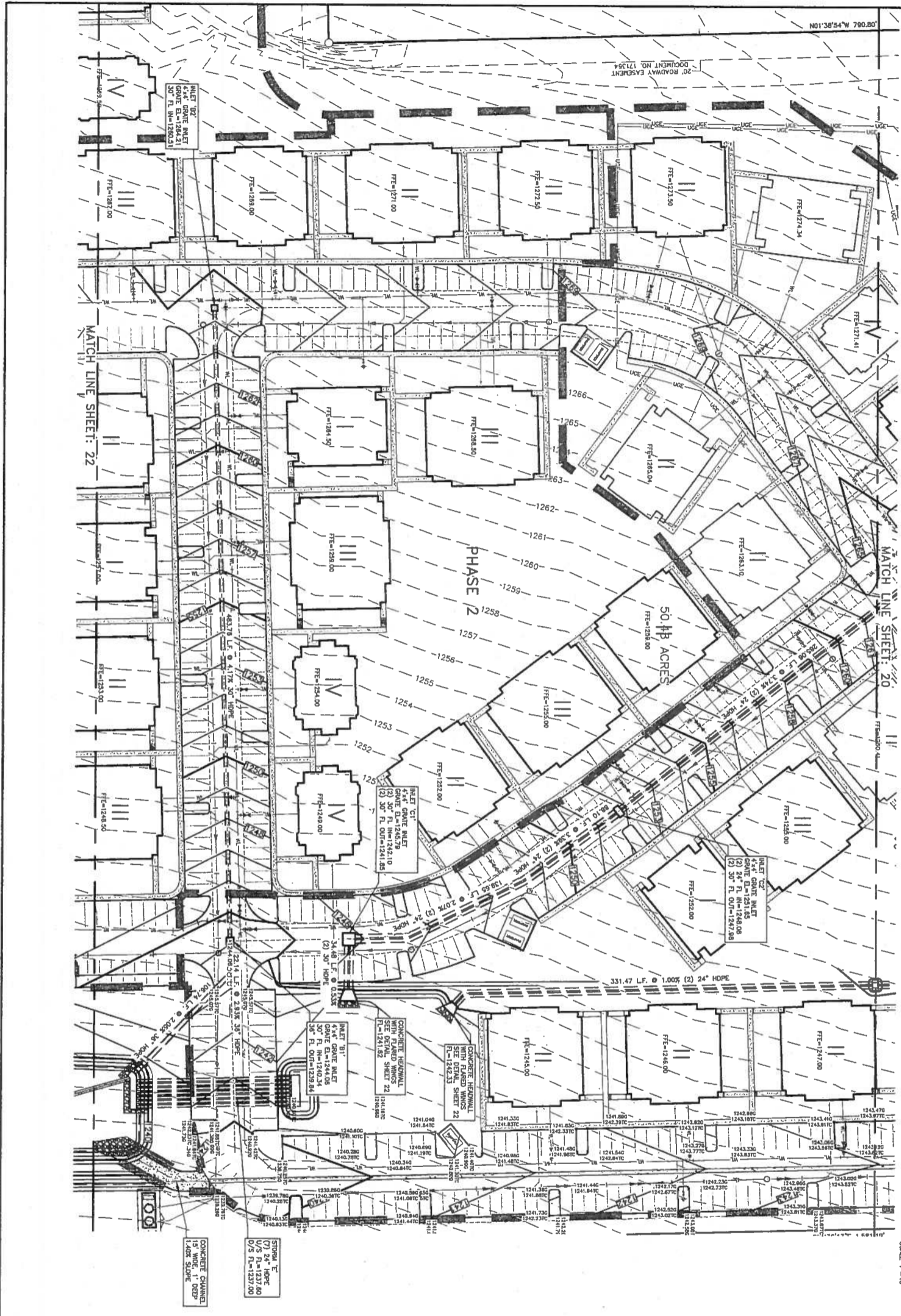




| EXISTING | PROPOSED | DESCRIPTION |
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| | | BOUNDARY LINE |
| | | EASEMENT |
| | | UTILITY LINE |
| | | CENTER LINE OF DITCH |
| | | WATER VALVE |
| | | FIRE HYDRANT |
| | | FLUSH VALVE |
| | | AIR RELEASE VALVE |
| | | MANHOLE |
| | | FIRE HYDRANT CABINET |
| | | OVERHEAD ELECTRIC |
| | | UNDERGROUND ELECTRIC |
| | | TRANSFORMER BOX |
| | | LIGHT POLE |
| | | POWER POLE |
| | | SIGN POST |
| | | STREET LIGHTING |
| | | FIRE ALARM BELL |
| | | FIRE ALARM CONTROL PANEL |
| | | FIRE ALARM PULL STATION |
| | | FIRE ALARM ANNUNCIATOR |
| | | FIRE ALARM CONTROL UNIT |
| | | FIRE ALARM CONTROL PANEL (FACP) |
| | | FIRE ALARM CONTROL PANEL (FACP) WITH MCP |
| | | FIRE ALARM CONTROL PANEL (FACP) WITH MCP AND RMC |
| | | FIRE ALARM CONTROL PANEL (FACP) WITH MCP AND RMC AND FACU |
| | | FIRE ALARM CONTROL PANEL (FACP) WITH MCP AND RMC AND FACU AND FACP |

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| CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591 | GRADING PLAN 2 OF 4 HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS | Registration No. T-5524 3601 Kilo Crossing, Suite A Phone: (512) 512-5010 Fax: (512) 512-5199 Kyle, Texas 78190 e-mail: cuatro@cuatrosolutions.com | REVISION DESCRIPTION BY DATE |
| | | | DATE: NOVEMBER 2022 PROJECT: 21-282 DRAWING: 19-22-31-292 GRADING LAYOUT DESIGN: HE, JR. CHECKED: HE, JR. DRAWN: ANN APPROVED: HE, JR. SHEET: 20 OF 27 |

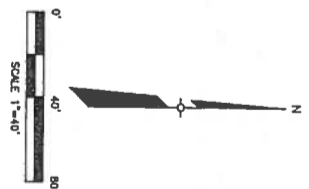
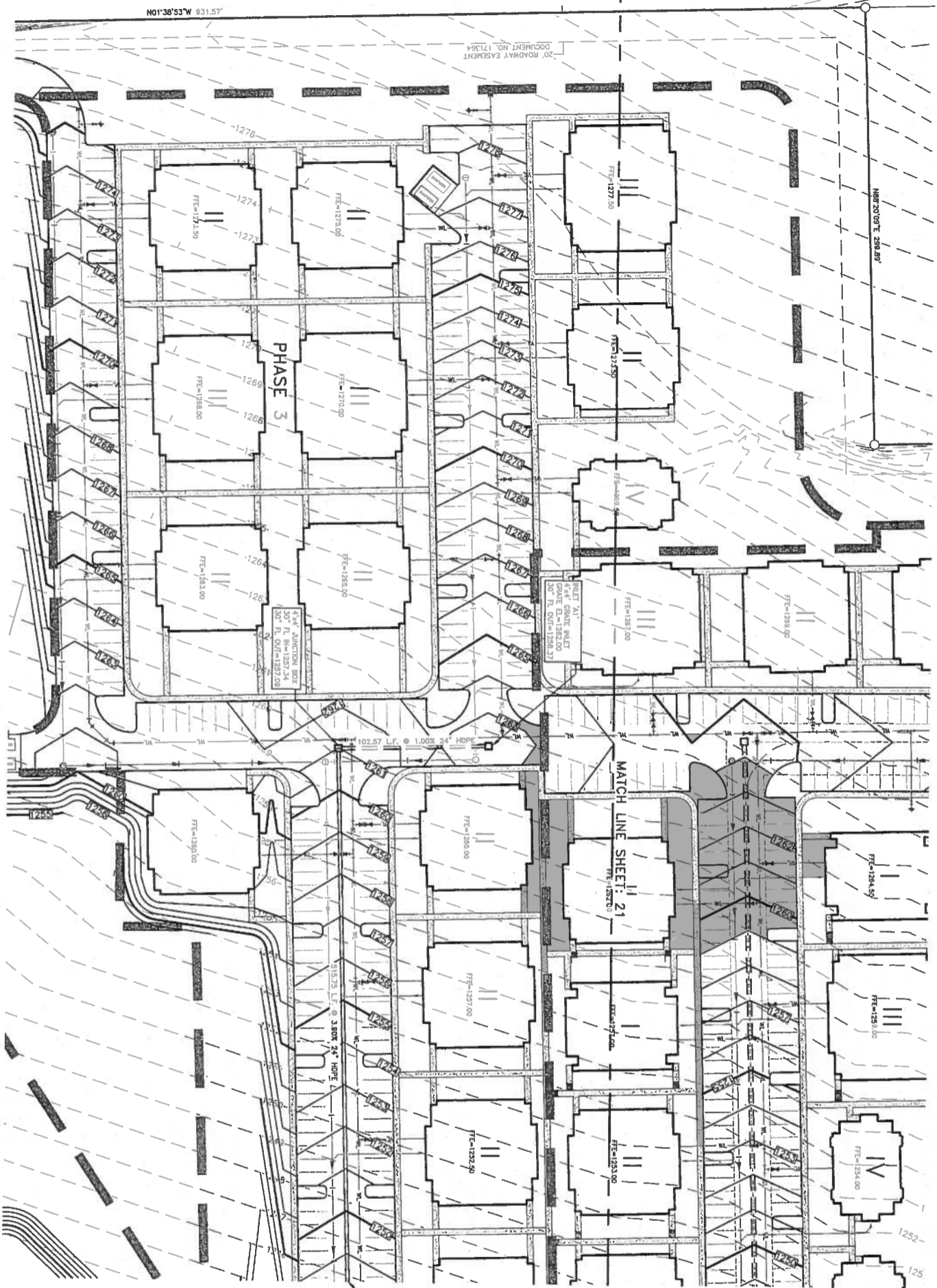




| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|------------------------|
| | | BOUNDARY LINE |
| | | CENTER LINE OF DITCH |
| | | WATER VALVE |
| | | FIRE HYDRANT |
| | | WATER METER |
| | | FLUSH VALVE |
| | | AIR RELEASE VALVE |
| | | WATERMAIN LINE |
| | | FORCE MAIN |
| | | MANHOLE |
| | | WATERMAIN CLEANOUT |
| | | WATERMAIN SERVICE |
| | | OVERHEAD ELECTRIC |
| | | UNDERGROUND ELECTRIC |
| | | TRANSFORMER BOX |
| | | LIGHT POLE |
| | | POWER POLE |
| | | SIGN POLE |
| | | STORM SEWER |
| | | CURB/ROAD PIPE |
| | | OVERHEAD TELEPHONE |
| | | FIBER OPTIC CABLE |
| | | GAS LINE |
| | | PAVEMENT (HMA) |
| | | CONCRETE |
| | | CHAIN LINK FENCE |
| | | WOOD FENCE |
| | | BAMBOO WIRE FENCE |
| | | TRAFFIC FLOW |
| | | HANDICAP SPACE |
| | | FIRE LANE |
| | | 5' SIDEWALK/CLEAN ZONE |
| | | 7' PLANTING ZONE |
| | | ARROYO AREA |
| | | ADA ACCESSIBLE ROUTE |
| | | PHASE LINE |
| | | SPOT ELEVATION |
| | | DATUM ELEVATION |
| | | TOP OF CURB ELEVATION |
| | | TOP OF WALL ELEVATION |

| <p>CLIENT:</p> <p>JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p> | <p>GRADING PLAN 3 OF 4</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p> | <p>4 CUATRO consultants, LTD.</p> <p>Registration No. T-3522</p> <p>3401 Kyle Crossing, Suite A, P.O. Box (112) 512-5010, P.O. Box (112) 512-5337 Kyle, Texas 78640 email: aco@cuatrorconsultants.com</p> | <p>REVISION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | NO. | DESCRIPTION | BY | DATE | | | | |
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| NO. | DESCRIPTION | BY | DATE | | | | | | | | |
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| <p>DATE: NOVEMBER 2022</p> <p>PROJECT: 21-292</p> <p>DRAWING'S NAME: GRADING</p> <p>DATE: 11-22-2022</p> <p>DESIGN: HE, JR.</p> <p>CHECKED: HE, JR.</p> <p>DRAWN: ANM</p> <p>APPROVED: HE, JR.</p> <p>SHEET: 21 OF 27</p> | <p>STATE OF TEXAS</p> <p>HUGO ELIZONDO</p> <p>68781</p> <p>PROFESSIONAL ENGINEER</p> <p>12/1/22</p> |
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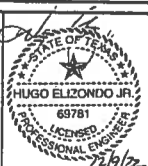
SEE SHEET 21 FOR 'A' OUTLET OF STORM 'A'

| EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|-----------------------|
| --- | --- | BOUNDARY LINE |
| --- | --- | BOUNDARY |
| --- | --- | CONCRETE |
| --- | --- | LET LINE |
| --- | --- | CENTER LINE OF DITCH |
| --- | --- | WATER VALVE |
| --- | --- | WATER VALVE |
| --- | --- | FIRE HYDRANT |
| --- | --- | WATER METER |
| --- | --- | FLUSH VALVE |
| --- | --- | AIR RELEASE VALVE |
| --- | --- | WASTEWATER LINE |
| --- | --- | FORCE MAIN |
| --- | --- | MANHOLE |
| --- | --- | WASTEWATER CLEANOUT |
| --- | --- | WASTEWATER SERVICE |
| --- | --- | UNDERGROUND ELECTRIC |
| --- | --- | TRANSFORMER BOX |
| --- | --- | LIGHT POLE |
| --- | --- | POWER POLE |
| --- | --- | OVY WIRE |
| --- | --- | STORM SEWER |
| --- | --- | DAY/ NIP PIPES |
| --- | --- | OVER HEAD TELEPHONE |
| --- | --- | RIGID OPTIC CABLE |
| --- | --- | PLUMBING (HUBS) |
| --- | --- | CONCRETE |
| --- | --- | CHAIN LINK FENCE |
| --- | --- | WOOD FENCE |
| --- | --- | BRAZED WIRE FENCE |
| --- | --- | TRAFFIC SIGN |
| --- | --- | HANDICAP SIGN |
| --- | --- | FIRE LINE |
| --- | --- | 5' SETBACK/CLEAN ZONE |
| --- | --- | 7' PLANNING ZONE |
| --- | --- | APPROX AREA |
| --- | --- | ADA ACCESSIBLE ROUTE |
| --- | --- | PHASE NUMBER |
| --- | --- | SPOT ELEVATION |
| --- | --- | GRID ELEVATION |
| --- | --- | TOP OF CURB ELEVATION |
| --- | --- | TOP OF WALL ELEVATION |

CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

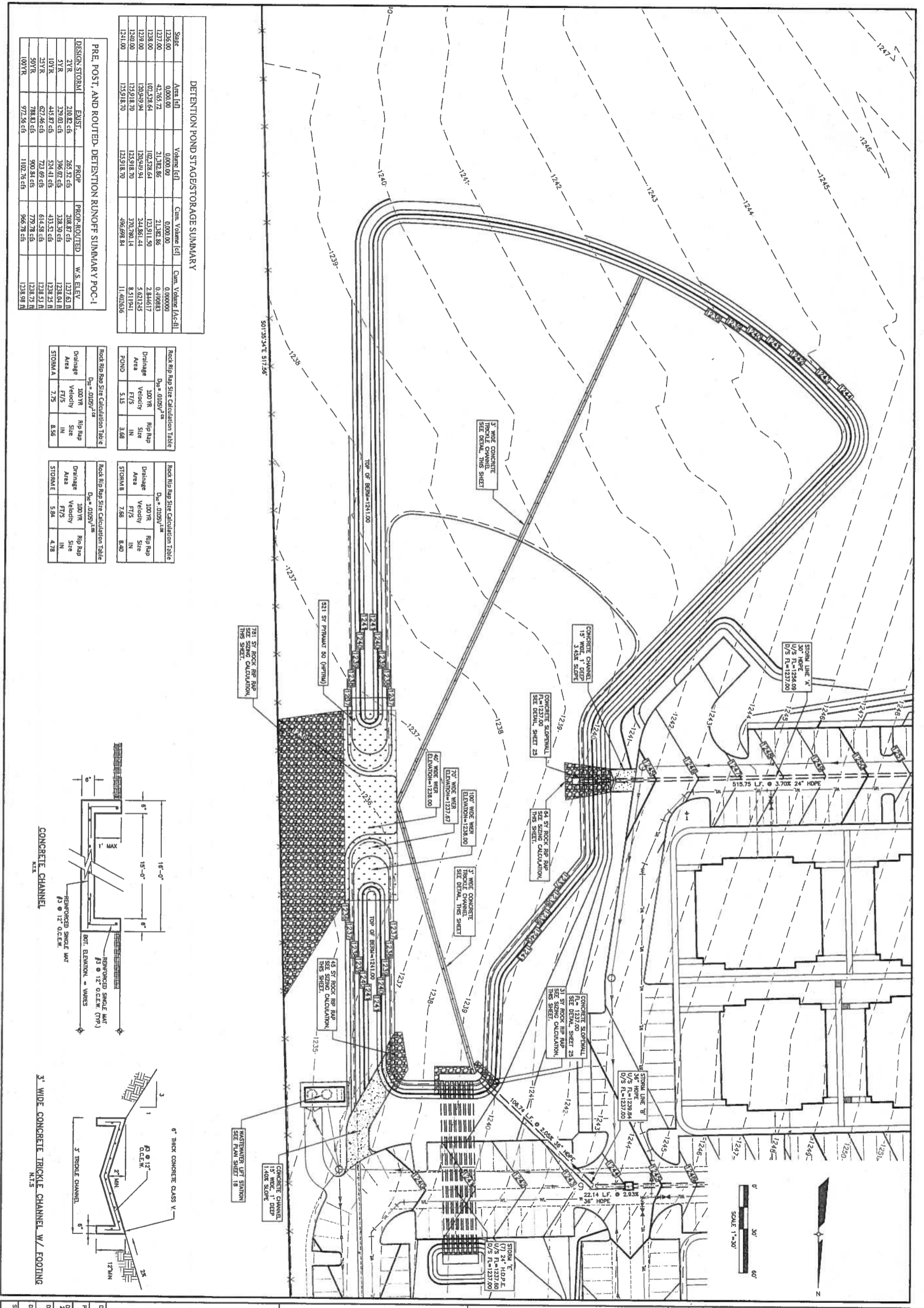
GRADING PLAN
4 OF 4
HILL COUNTRY SPRINGS
APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO
 Consultants, LTD.
 Registration No. T-5524
 3401 Kyle Crossing, Suite A Phone (512) 512-5040 Fax (512) 512-7599
 Kyle, Texas 78640 e-mail: cuatro@cuatrosconsultants.com



| REVISION | DESCRIPTION | BY | DATE |
|----------|-------------|----|------|
| | | | |
| | | | |
| | | | |

DATE: NOVEMBER 2022
 PROJECT: 21-482
 DRAWING: 19-22-21-002 GRADING PLAN
 CHECKED: HE, J.C.
 DRAWN: AMM
 SHEET: 22 OF 27



DETECTION POND STORAGE SUMMARY

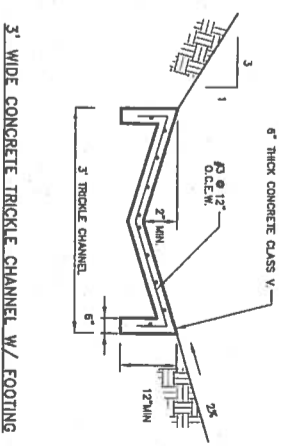
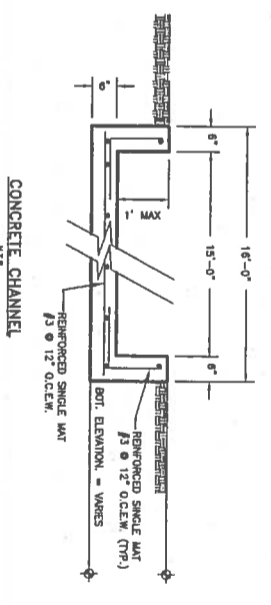
| Storm | Area (ft ²) | Volume (ft ³) | Can. Volume (ft ³) | Can. Volume (ft ³ -ft) |
|---------|-------------------------|---------------------------|--------------------------------|-----------------------------------|
| 1235.00 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| 1236.00 | 43,767.72 | 21,882.86 | 21,882.86 | 0.398883 |
| 1238.00 | 62,528.64 | 102,228.64 | 123,911.50 | 2.844617 |
| 1240.00 | 120,949.94 | 120,949.94 | 224,861.44 | 5.621235 |
| 1241.00 | 123,918.70 | 123,918.70 | 370,780.14 | 8.211941 |
| 1241.00 | 123,918.70 | 123,918.70 | 496,698.84 | 11.402646 |

PRE, POST, AND ROUTED DETENTION RUNOFF SUMMARY POC-1

| DESIGN STORM | EXIST. | PROP. | PROP-ROUTED | W.S. ELEV. |
|--------------|------------|-------------|-------------|------------|
| 2YR | 210.82 cfs | 265.57 cfs | 208.87 cfs | 1237.63 ft |
| 5YR | 329.03 cfs | 396.07 cfs | 328.30 cfs | 1238.04 ft |
| 10YR | 445.87 cfs | 524.41 cfs | 431.53 cfs | 1238.53 ft |
| 50YR | 678.43 cfs | 722.69 cfs | 614.58 cfs | 1239.53 ft |
| 100YR | 788.43 cfs | 900.84 cfs | 779.78 cfs | 1238.73 ft |
| | 972.56 cfs | 1102.76 cfs | 966.78 cfs | 1238.98 ft |

Rock Rip Rap Size Calculation Table

| Drainage Area | Velocity (ft/s) | Rip Rap Size (in) |
|---------------|-----------------|-------------------|
| STORM A | 7.75 | 8.58 |
| STORM B | 7.68 | 8.40 |



CLIENT:
JIM CARTER
 TX-290-1031, LLC
 34843 RANCHO CALIFORNIA ROAD
 TEMECULA, CALIFORNIA 92591

PROJECT: 21-282
 DATE: NOVEMBER 2022

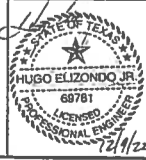
DESIGNER: KMB
CHECKED: COE
APPROVED: HE, M.
SHEET: 23 OF 27

POND LAYOUT AND CALCULATIONS

HILL COUNTRY SPRINGS APARTMENTS
 JOHNSON CITY, TEXAS

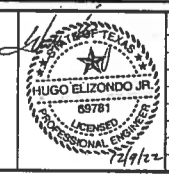
4 CUATRO
 Consultants, LTD.
 Registration No. 1-5526

5401 Kyle Crossing, Suite A, Flores (512) 512-1910 Fax (512) 512-5599
 Kyle, TX 78640 email: cuatro@cuatroparc.com, cuatro.com



| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
| | | | |
| | | | |

| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
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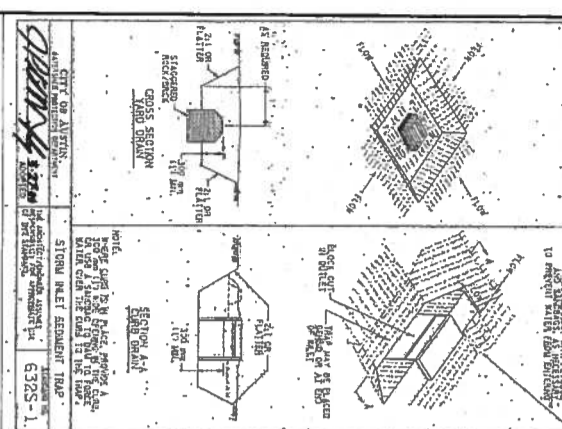
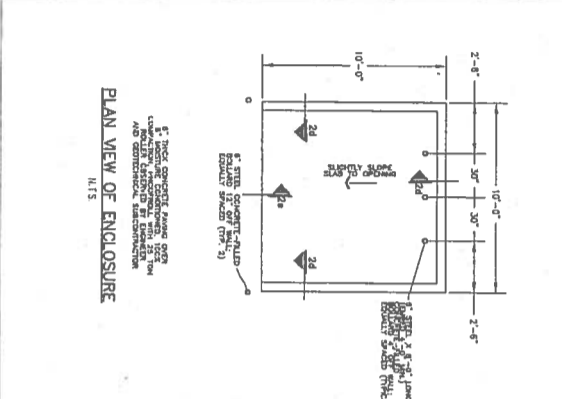
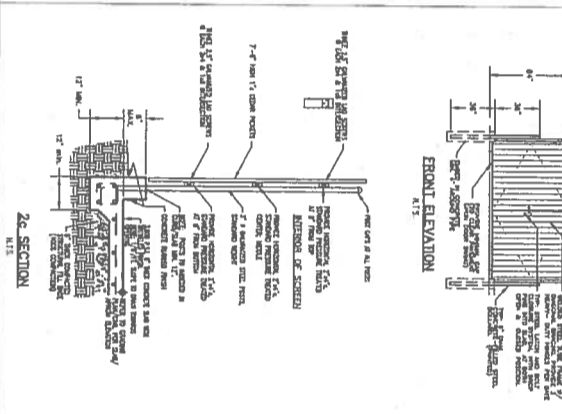
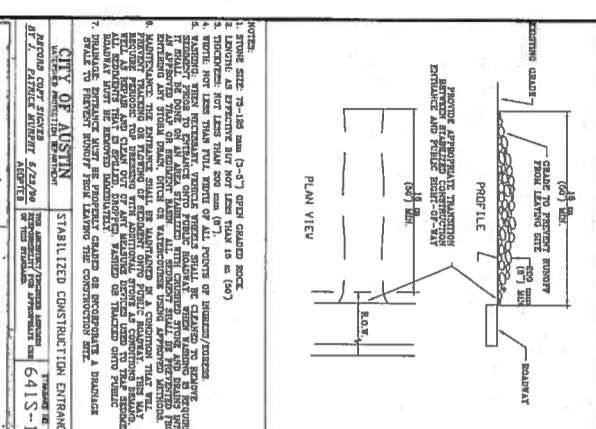
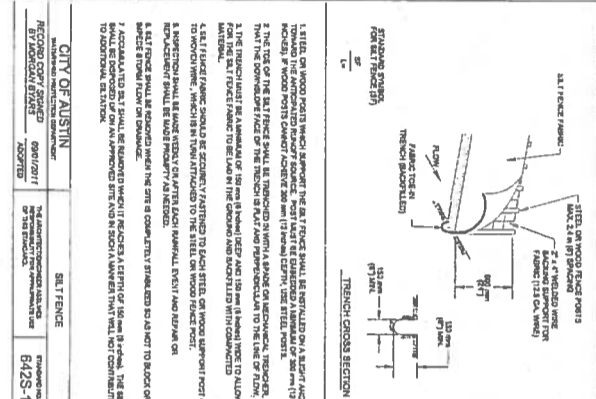
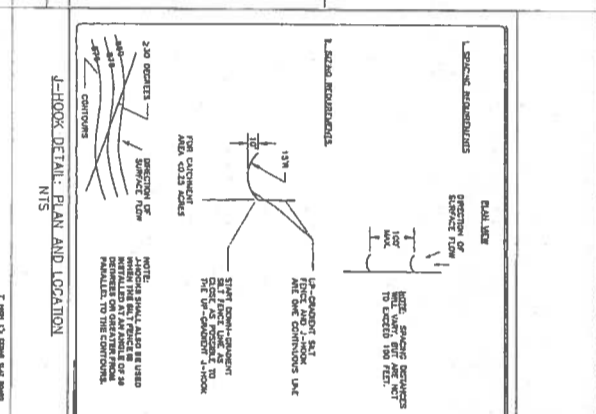
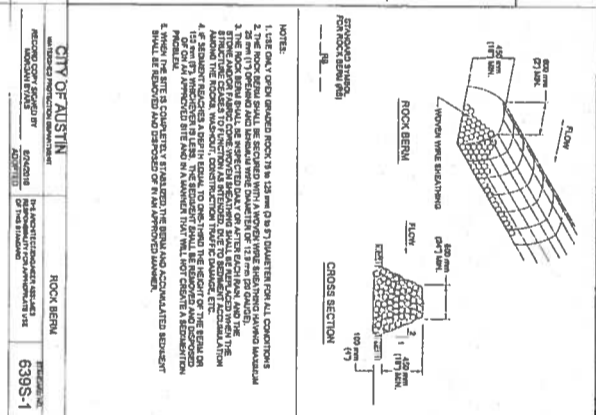
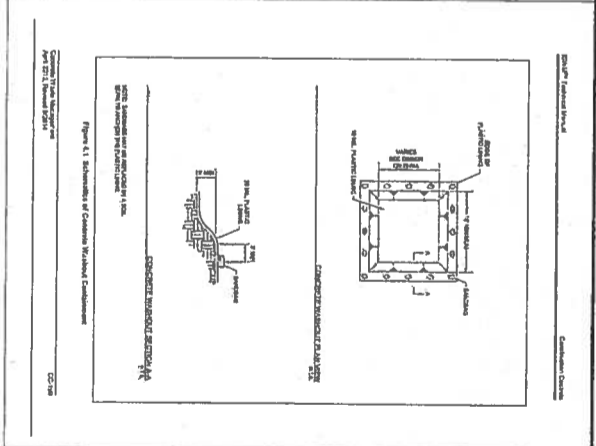
4 CUATRO
Consultants, LTD.
Registration No. F-5524
3601 Kyle Crossing, Suite A Phone: (512) 512-5000 Fax: (512) 512-5399
Kyle, Texas 78640 e-mail: cuatro@cuatrorconsultants.com

**EROSION CONTROL
DETAILS**

**HILL COUNTRY SPRINGS
APARTMENTS
JOHNSON CITY, TEXAS**

CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

DATE: NOVEMBER 2022
PROJECT: 21-182
DRAWING: EROSION CONTROL DETAILS
DESIGNER: JAC
CHECKER: JAC
APPROVED: H.E. JR.
SHEET: 24 OF 27



CITY OF AUSTIN STABILIZED CONSTRUCTION ENTRANCE
PROJECT NO. 641S-1
DATE: 11/15/22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: H.E. JR.

CITY OF AUSTIN BAT FENCE
PROJECT NO. 642S-1
DATE: 11/15/22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: H.E. JR.

CITY OF AUSTIN ROCK BERM
PROJECT NO. 639S-1
DATE: 11/15/22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: H.E. JR.

CITY OF AUSTIN J-HOOK
PROJECT NO. 641S-1
DATE: 11/15/22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: H.E. JR.

CITY OF AUSTIN ENCLOSURE
PROJECT NO. 641S-1
DATE: 11/15/22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: H.E. JR.

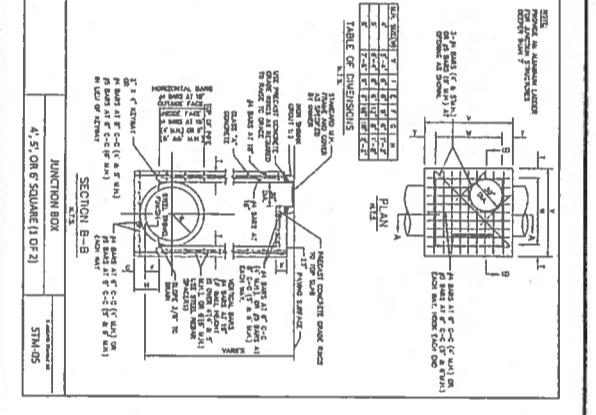
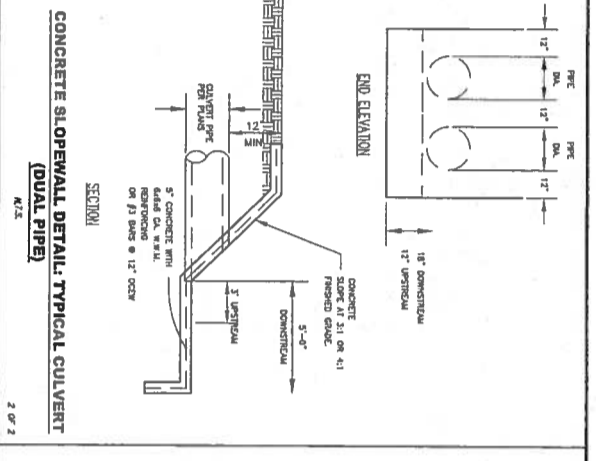
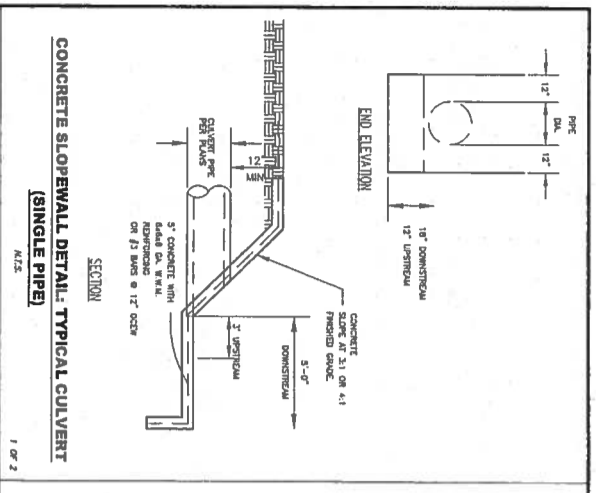


TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL

| Slope | Values for One Pipe | | | | Values to be Added for Each Additional Pipe | |
|--------|---------------------|---|---|---|---|---------------------|
| | W | X | Y | L | Rein. Conc. (cu ft) | Rein. Conc. (cu ft) |
| 12\"/> | | | | | | |

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL

| Slope | Values for One Pipe | | | | Values to be Added for Each Additional Pipe | |
|--------|---------------------|---|---|---|---|---------------------|
| | W | X | Y | L | Rein. Conc. (cu ft) | Rein. Conc. (cu ft) |
| 12\"/> | | | | | | |

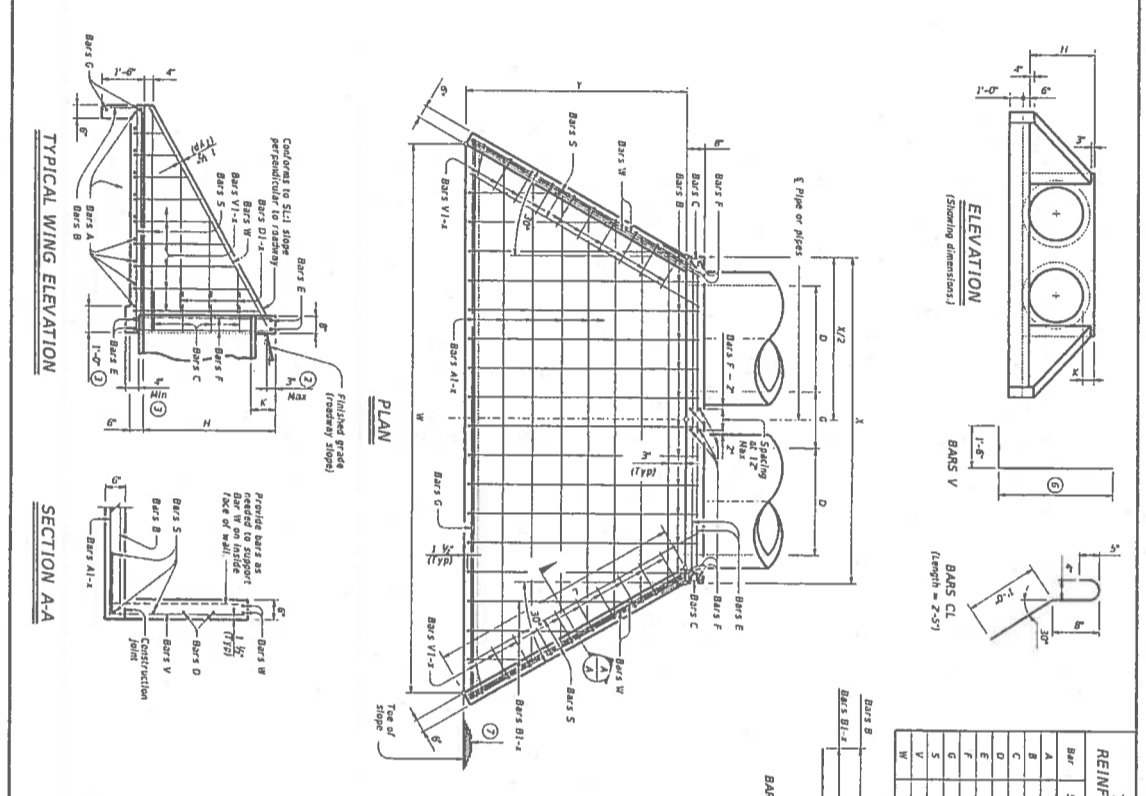


TABLE OF REINFORCING STEEL

| Bar | Size | Qty | Notes |
|-----|------|-------|-------|
| A | #4 | 1'-0" | |
| B | #4 | 1'-0" | |
| C | #4 | 1'-0" | |
| D | #4 | 1'-0" | |
| E | #4 | 1'-0" | |
| F | #4 | 1'-0" | |
| G | #4 | 1'-0" | |
| H | #4 | 1'-0" | |
| I | #4 | 1'-0" | |
| J | #4 | 1'-0" | |
| K | #4 | 1'-0" | |
| L | #4 | 1'-0" | |
| M | #4 | 1'-0" | |
| N | #4 | 1'-0" | |
| O | #4 | 1'-0" | |
| P | #4 | 1'-0" | |
| Q | #4 | 1'-0" | |
| R | #4 | 1'-0" | |
| S | #4 | 1'-0" | |
| T | #4 | 1'-0" | |
| U | #4 | 1'-0" | |
| V | #4 | 1'-0" | |

GENERAL NOTES:

- Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.
- For vehicle safety, construct curb on more than 2" exposed finished grade. Where curb is not required, no changes will be made in reinforcement. No changes will be made in reinforcement for this work.
- Provide a 3" footing at slope where required to maintain minimum cover for pipes.
- Dimensions shown are for one structure end only.
- Quantity shown are for one structure end only.
- Min length = $W + 2 \times (12 + H \times 2)$
- Max length = $12 + H \times 2 + (12 + H \times 2) \times 2$
- Lengths of wings based on 5:1 slope along this line.

MATERIAL NOTES:

- Provide Class 60 reinforcing steel.
- Provide Class C concrete (FC = 3500 psi).

GENERAL NOTES:

- Dimensions are for clear dimensions unless noted otherwise. Reinforcing dimensions are shown in feet.
- Do not round down callouts of any type directly to this standard. Round up to the next integer, exceeding the round down.

CLIENT: JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

DRAINAGE DETAILS

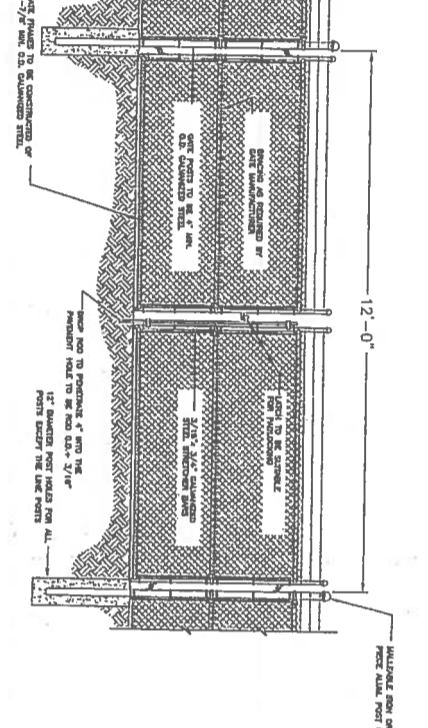
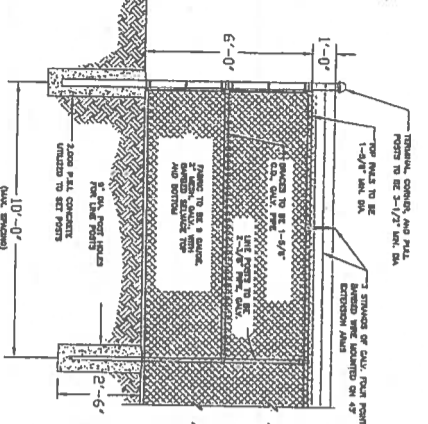
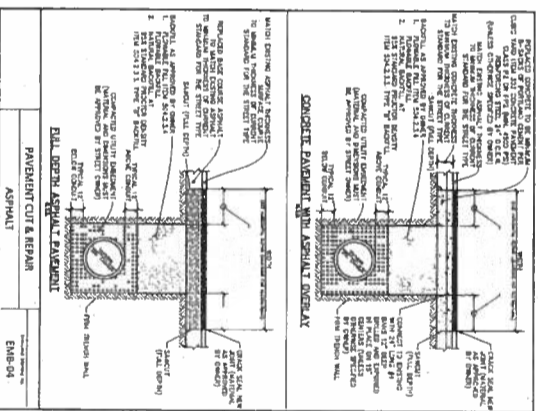
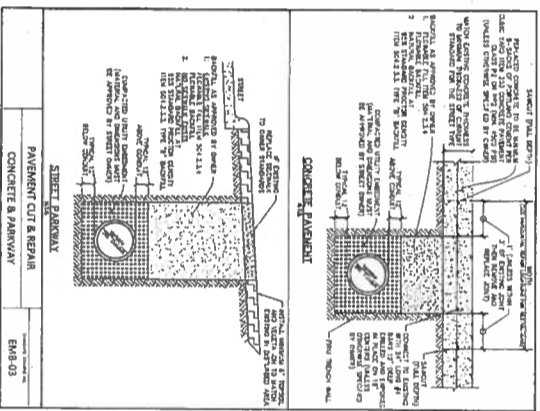
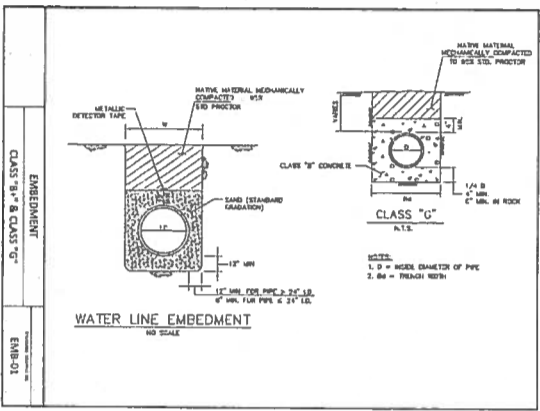
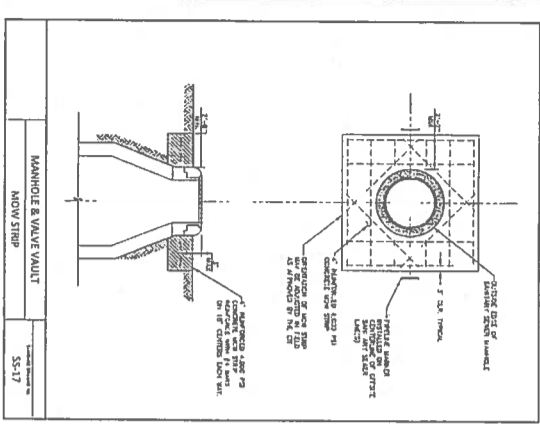
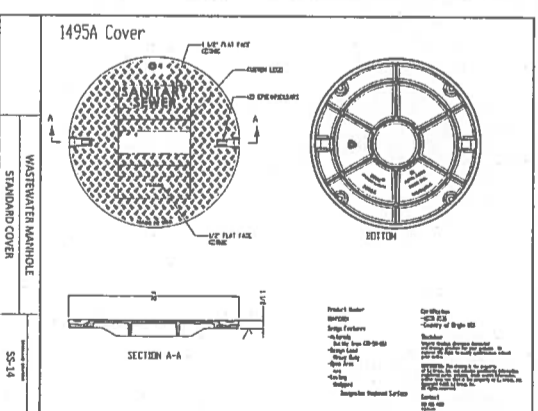
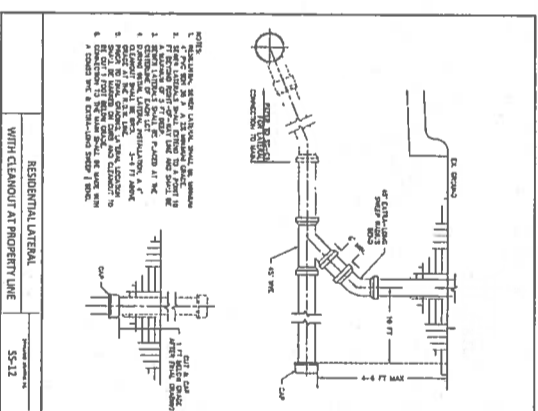
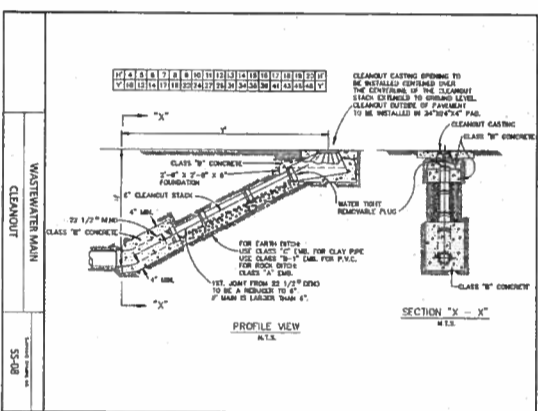
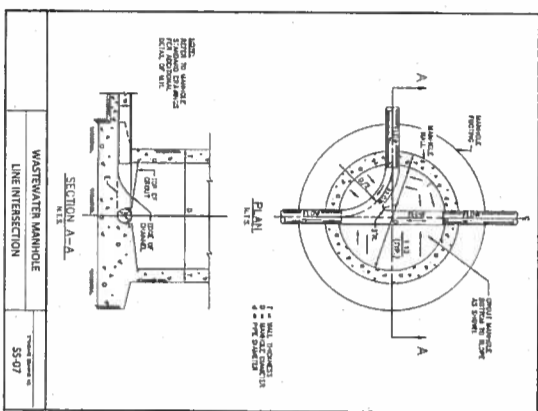
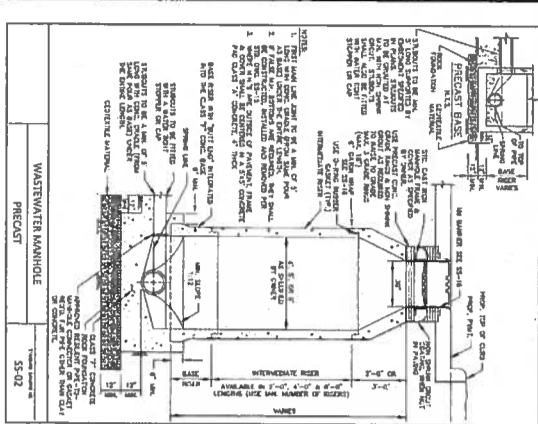
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO CONSULTANTS, LTD.
Registration No. T-5524
3401 Kyle Crossing, Suite A, P.O. Box 5112-5010, Ft. Worth, TX 76151-5010
Phone: (817) 512-5010 Fax: (817) 512-5599
Kyle T. 761-7450 email: cuatro@cuatrosconsultants.com

DESIGNER: HUGO ELIZONDO
CHECKED: MAB
DATE: NOVEMBER 2022

PROJECT: 21-282
DRAWING NO: 25 OF 27 DRAINAGE

REVISION | **DESCRIPTION** | **BY:** | **DATE:**



CLIENT:
JIM CARTER
 TX-290-1031, LLC
 34843 RANCHO CALIFORNIA ROAD
 TEMECULA, CALIFORNIA 92591

DATE: NOVEMBER 2022
 PROJECT: 21-262
 DRAWING: 26 OF 27
 SHEET: 26 OF 27

DESIGN: CME
 DRAWN: MMB
 APPROVED: MMB

WASTEWATER DETAILS

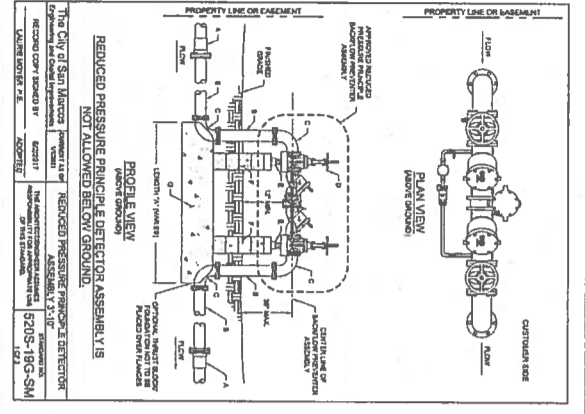
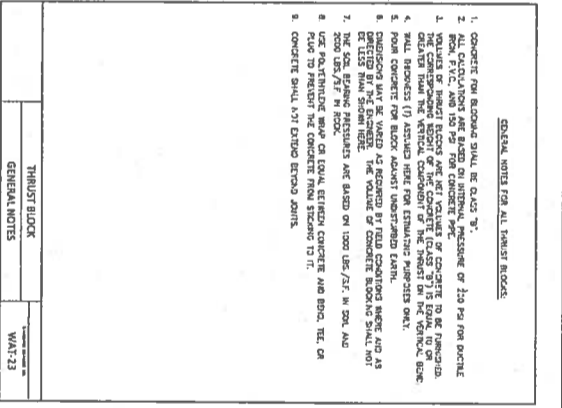
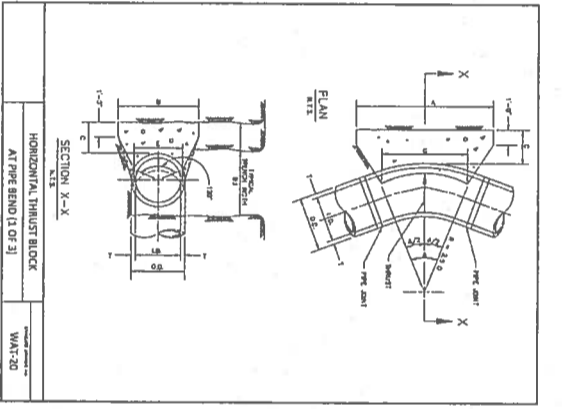
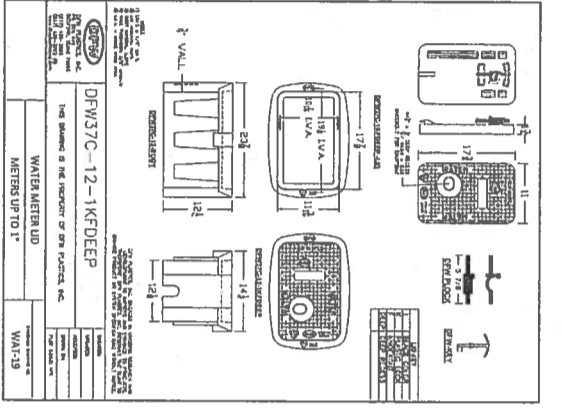
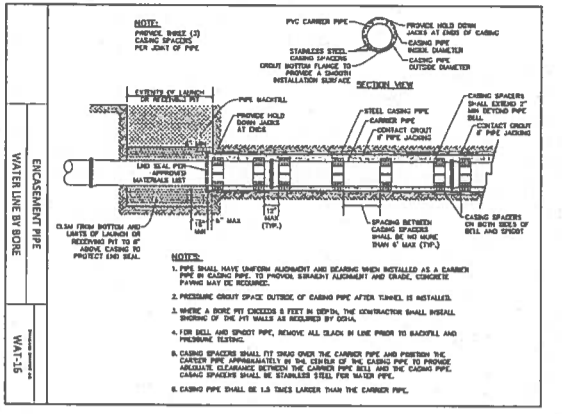
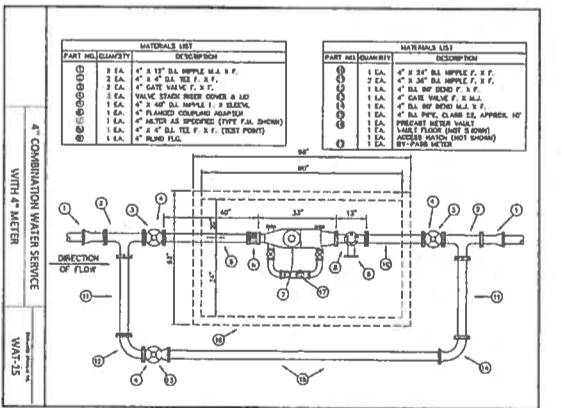
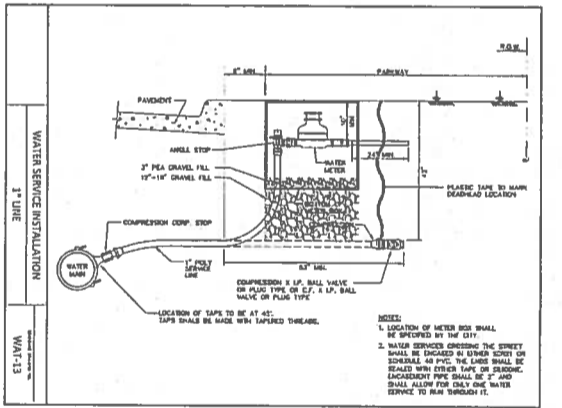
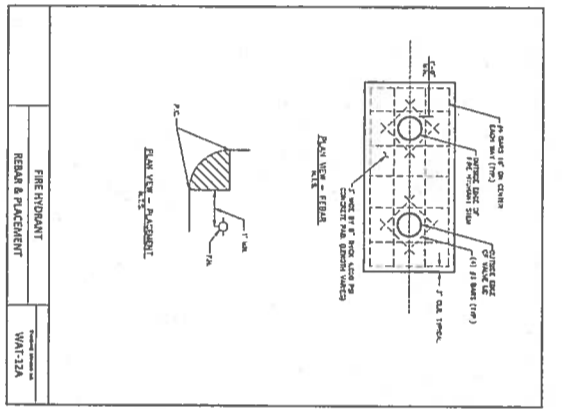
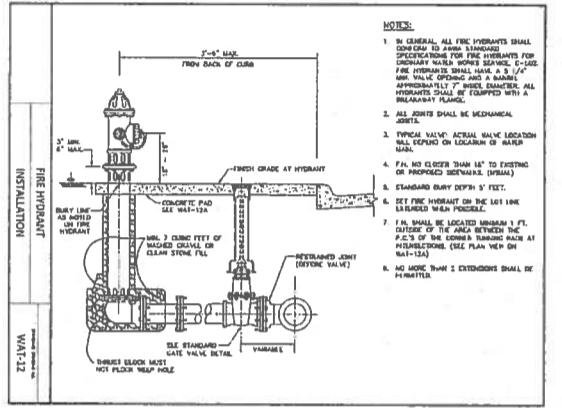
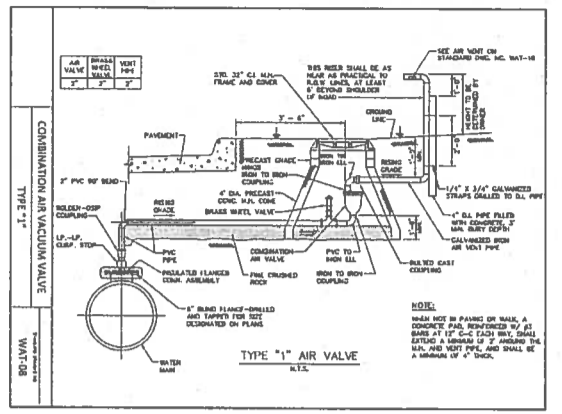
HILL COUNTRY SPRINGS
 APARTMENTS
 JOHNSON CITY, TEXAS

CUATRO
 Consultants, LTD.

1-800-445-5577
 www.cuatro.com

| REVISION | DESCRIPTION | BY: | DATE: |
|----------|-------------|-----|-------|
| | | | |
| | | | |
| | | | |
| | | | |





RECOMMENDED MATERIALS LIST

| ITEM | DESCRIPTION | SIZE |
|------|-----------------------------------|-------------|
| 1 | 4" x 12' 0" GALV. STEEL METER BOX | 4" x 12' 0" |
| 2 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 3 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 4 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 5 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 6 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 7 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 8 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 9 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 10 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 11 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 12 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 13 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 14 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 15 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 16 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 17 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 18 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 19 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |
| 20 | 4" x 4" GALV. STEEL VALVE | 4" x 4" |

NOTES:

1. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
2. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
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11. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
12. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
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14. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
15. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
16. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
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18. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.
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20. REDUCED PRESSURE PRINCIPLE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR. THE DETECTOR SHALL BE INSTALLED TO THE DEPTH OF THE DETECTOR.



CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

PROJECT: 21-282
DATE: NOVEMBER 2022

DRAWN: MAB
CHECKED: MAB
DATE: 12/1/22

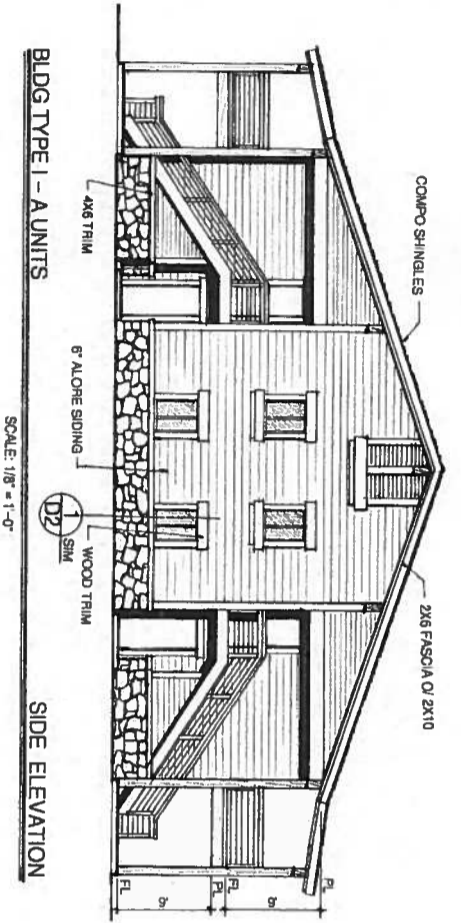
WATER DETAILS

HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

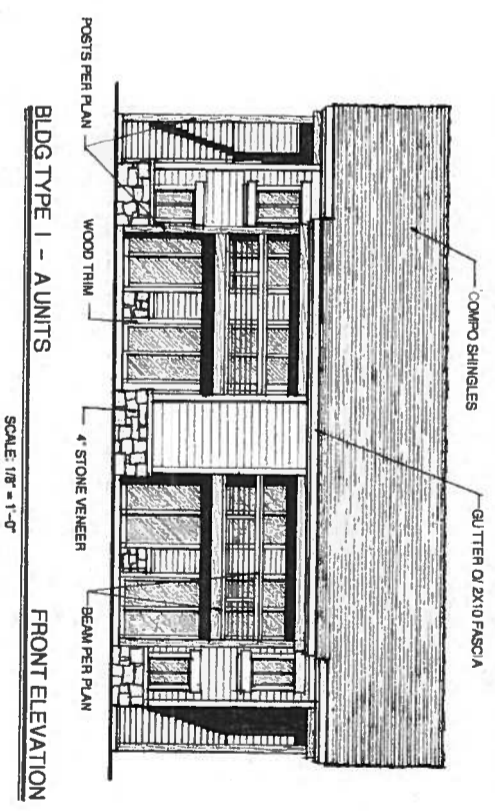
4 CUATRO CONSULTANTS, LTD.
Registration No. P-5524
1501 Kyle Crossing Suite A, Pharr (512) 912-5000 Fax (512) 912-5999
Kyle, Texas 78410 e-mail: cuatro@cuatrosconsultants.com

HUGO ELIZONDO, J.P.
66781
PROFESSIONAL ENGINEER
12/1/22

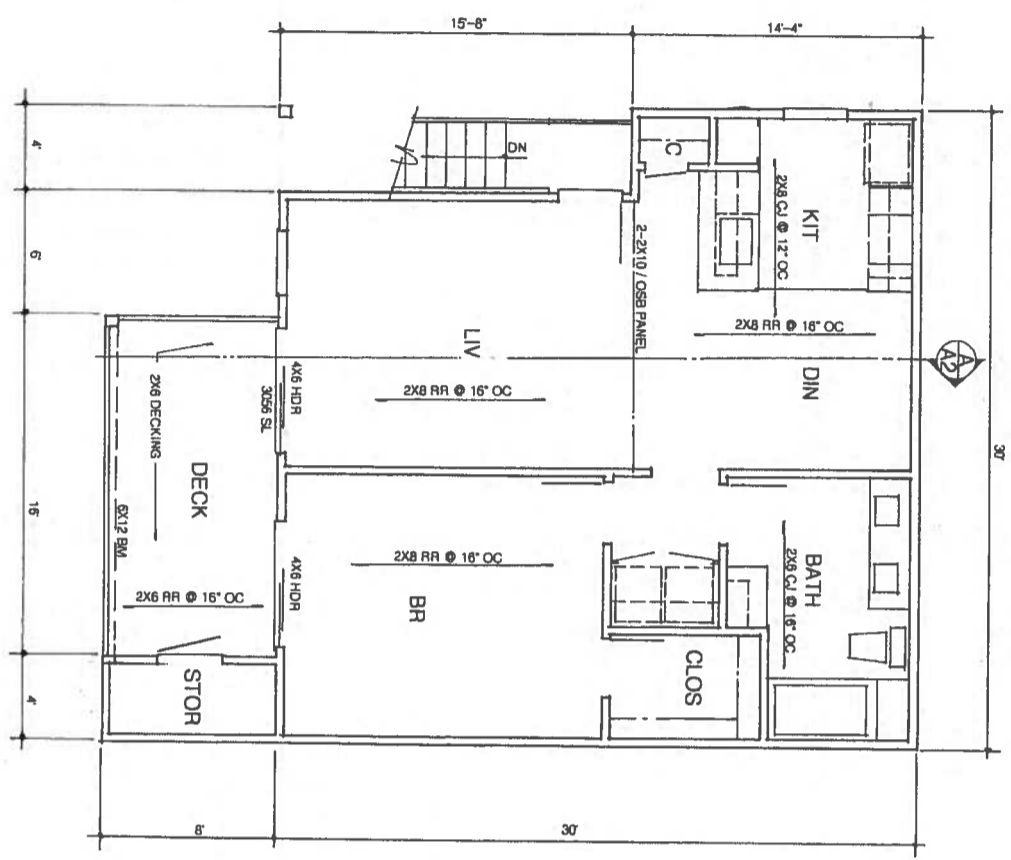
| REVISION | DESCRIPTION | BY | DATE |
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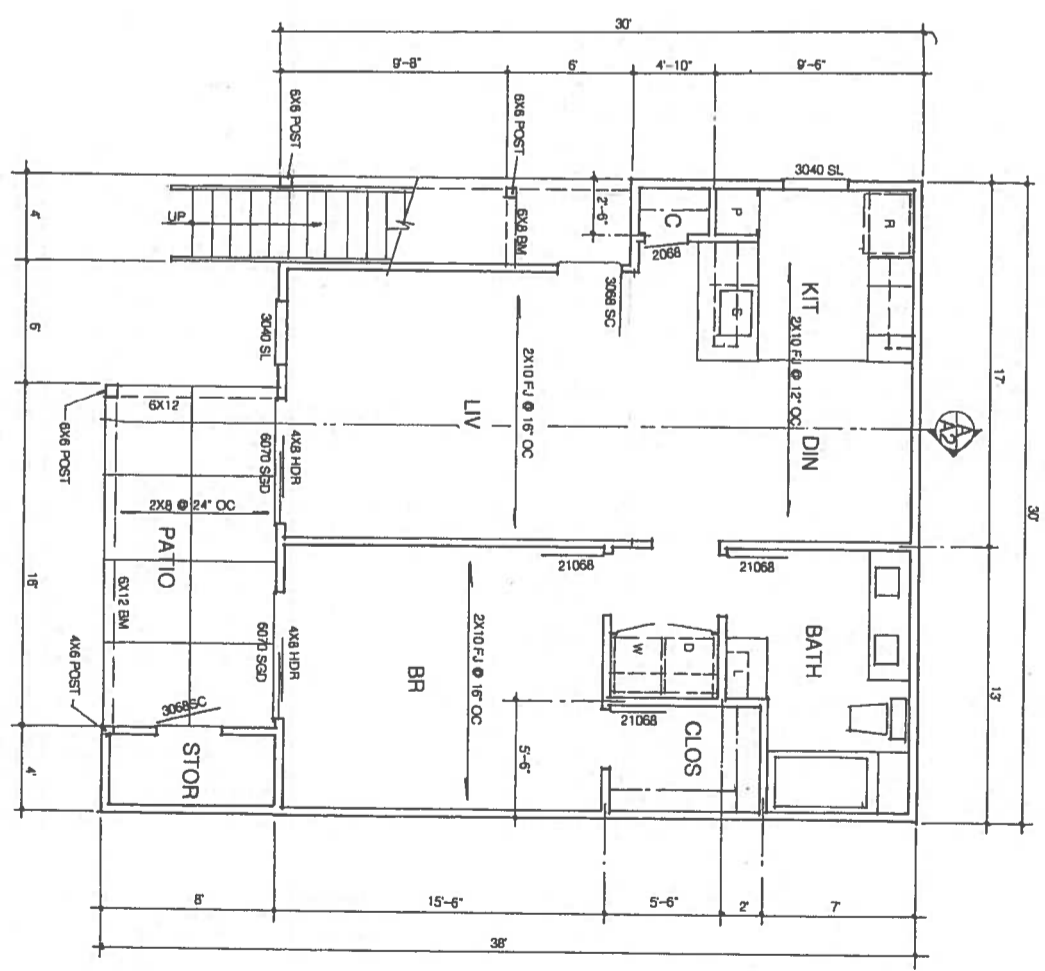
BLDG TYPE I - A UNITS
SCALE: 1/8" = 1'-0"
SIDE ELEVATION



BLDG TYPE I - A UNITS
SCALE: 1/8" = 1'-0"
FRONT ELEVATION



SECOND FLOOR PLAN UNIT A
SCALE: 1/4" = 1'-0"
REFER TO FIRST FLOOR PLAN FOR ADDITIONAL NOTES & DIMENSIONS.



FIRST FLOOR PLAN UNIT A
SCALE: 1/4" = 1'-0"
NOTE: ALL BEAMS & HEADERS CAN BE 2-2X

VINEYARD SPRINGS APARTMENTS
US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
FOR
SPRUCE GROVE, INC.
P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

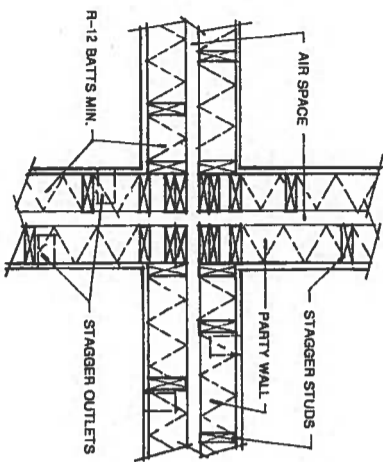
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FIRST FLOOR PLAN
SECOND FLOOR PLAN
EXTERIOR ELEVATIONS

DEVELOPMENT CONCEPTS
1401 E.W. PERINOLA DRIVE CROOKED RIVER RANCH, OREGON 97100

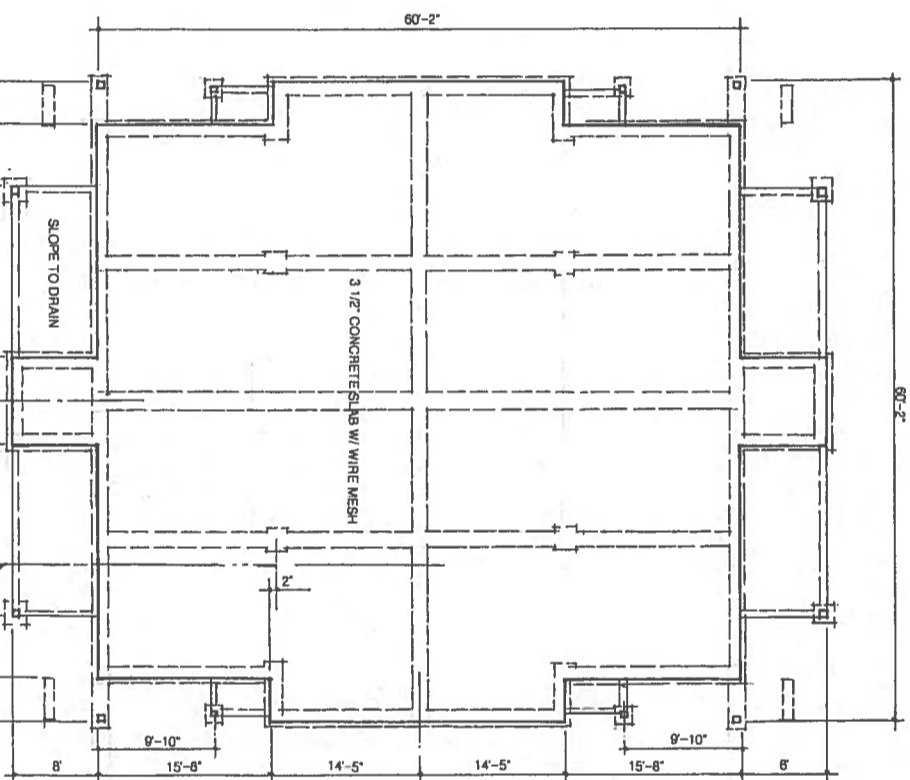
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A1
OF 14

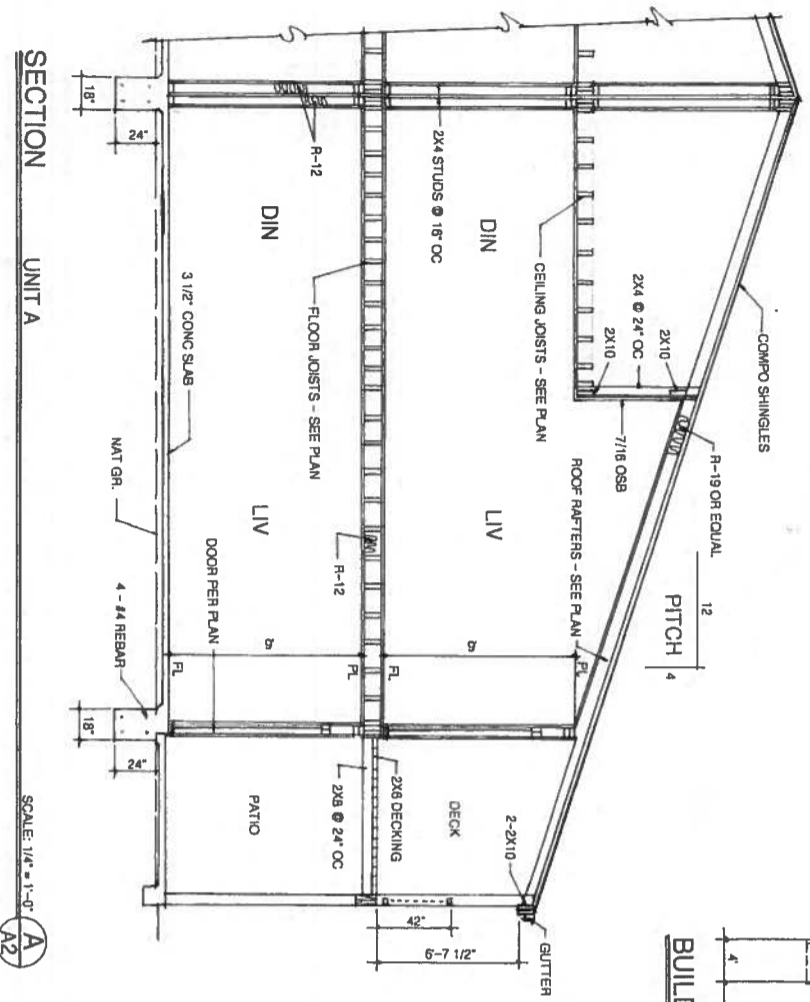
DATE: 11/29/21



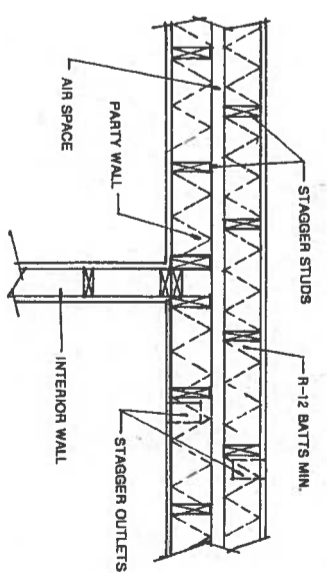
DETAIL VALLAS PARTY WALL 2
SCALE: 1/2" = 1'-0"
A2



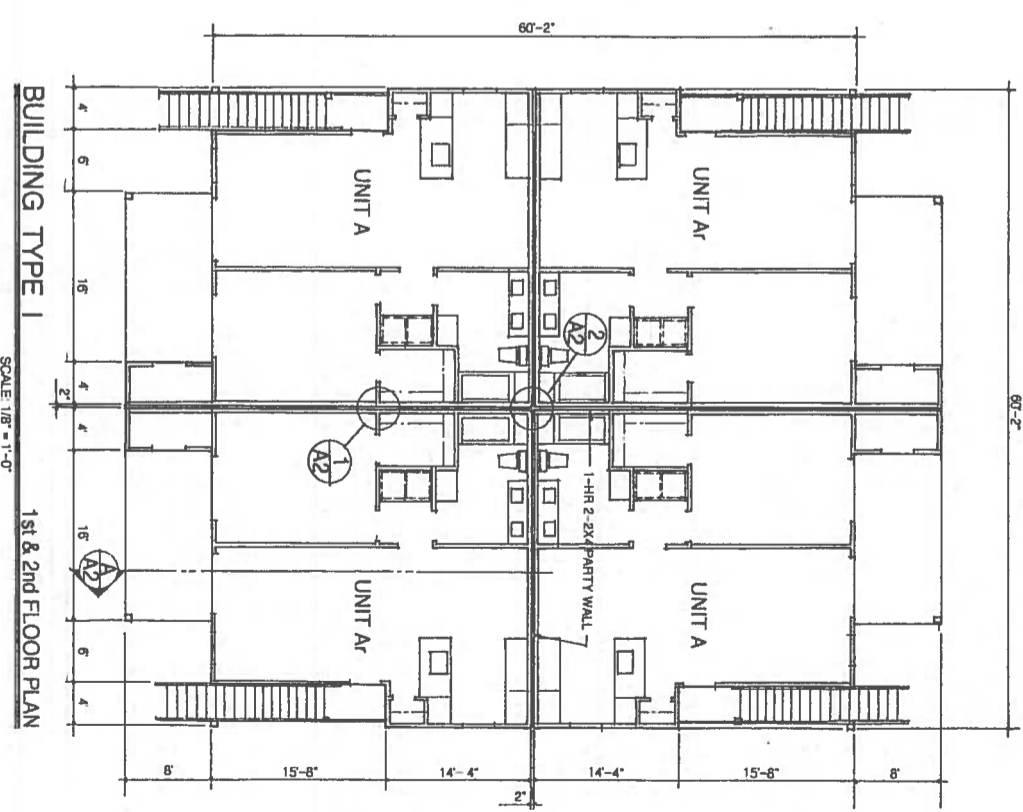
BUILDING TYPE I FOUNDATION PLAN
SCALE: 1/8" = 1'-0"
A UNITS



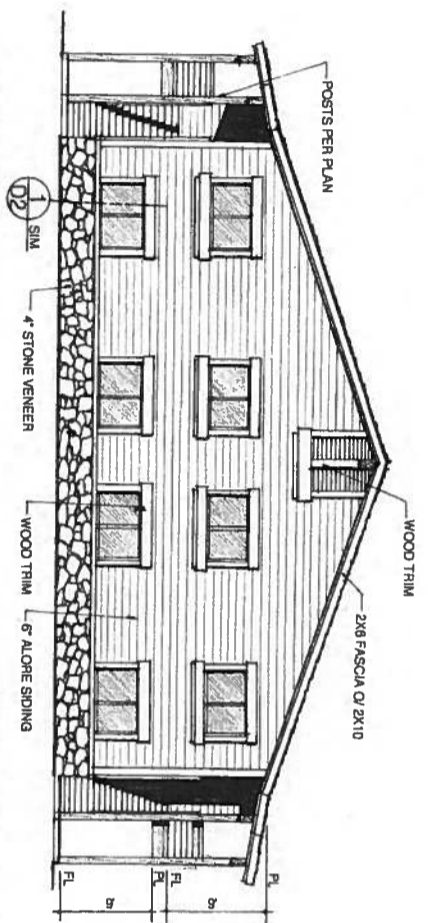
SECTION UNIT A
SCALE: 1/4" = 1'-0"
A2



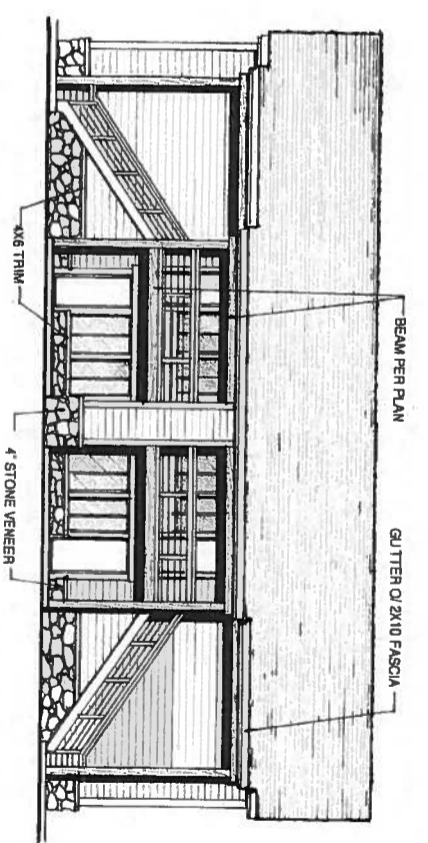
DETAIL VALLAS PARTY WALL 1
SCALE: 1/2" = 1'-0"
A2



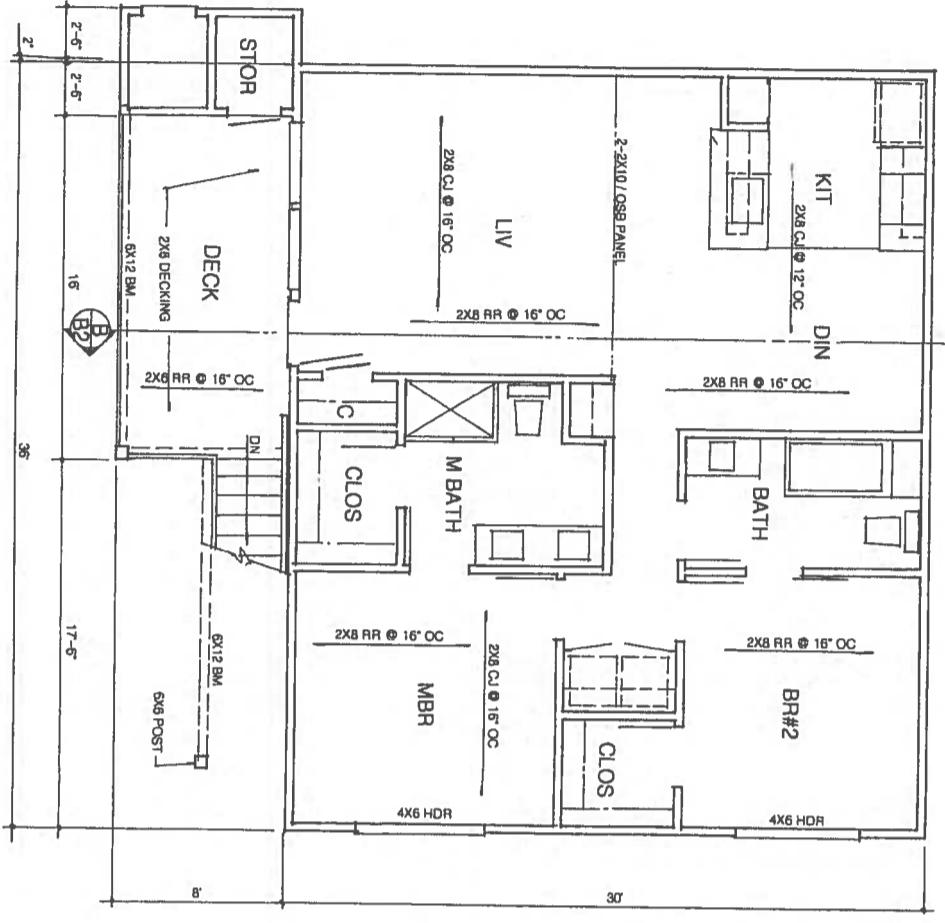
BUILDING TYPE I 1st & 2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



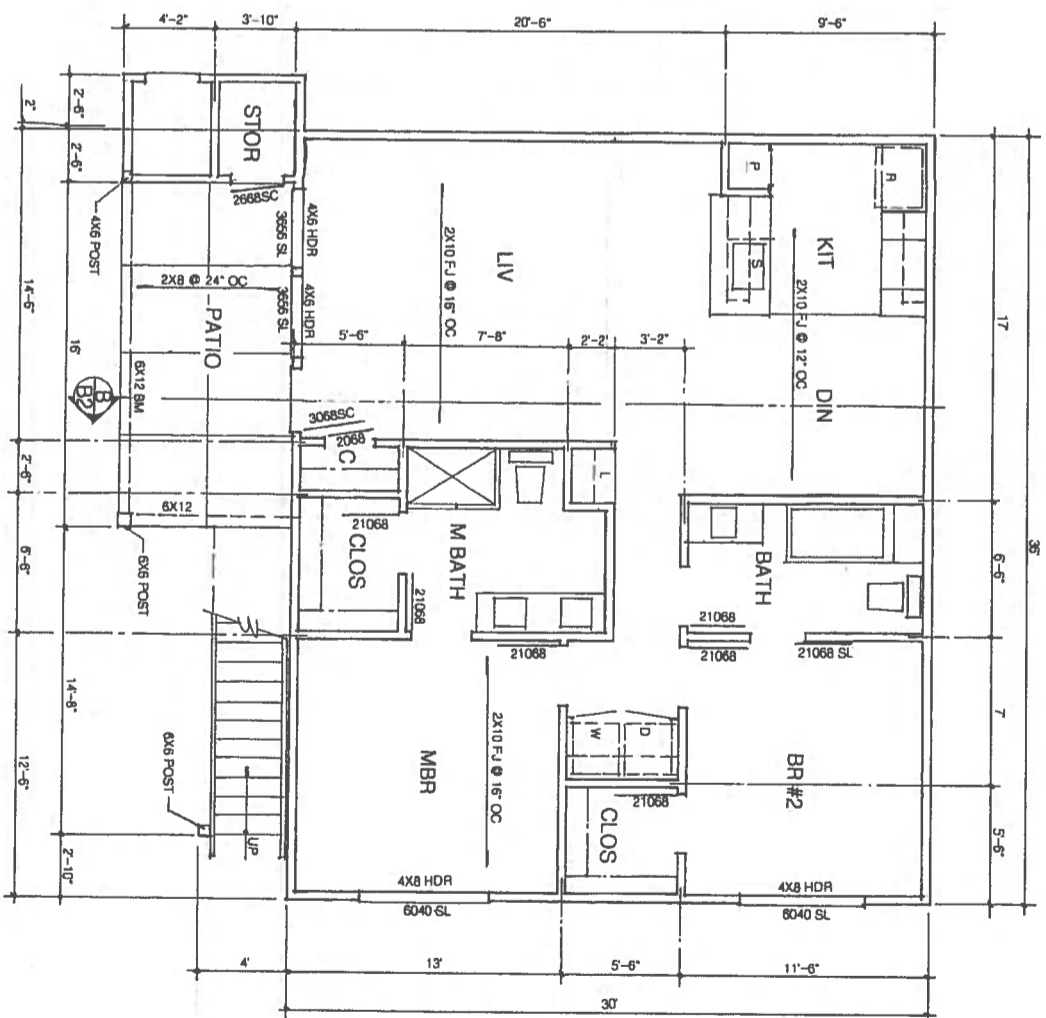
BLDG TYPE III - B UNITS
SCALE: 1/8" = 1'-0"
SIDE ELEVATION



BLDG TYPE II - B UNITS
SCALE: 1/8" = 1'-0"
FRONT ELEVATION

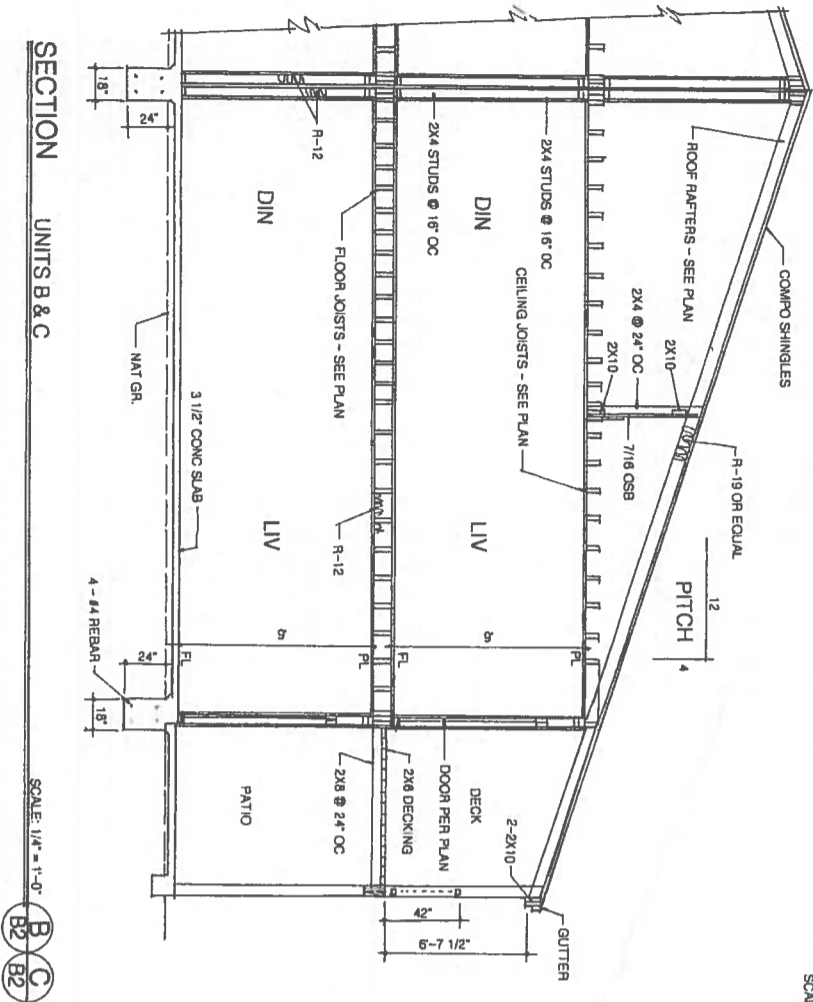


SECOND FLOOR PLAN UNIT B
REFER TO FIRST FLOOR PLAN FOR ADDITIONAL NOTES & DIMENSIONS
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN UNIT B
NOTE: 4x BEAMS & HEADERS CAN BE 2-2x
SCALE: 1/4" = 1'-0"

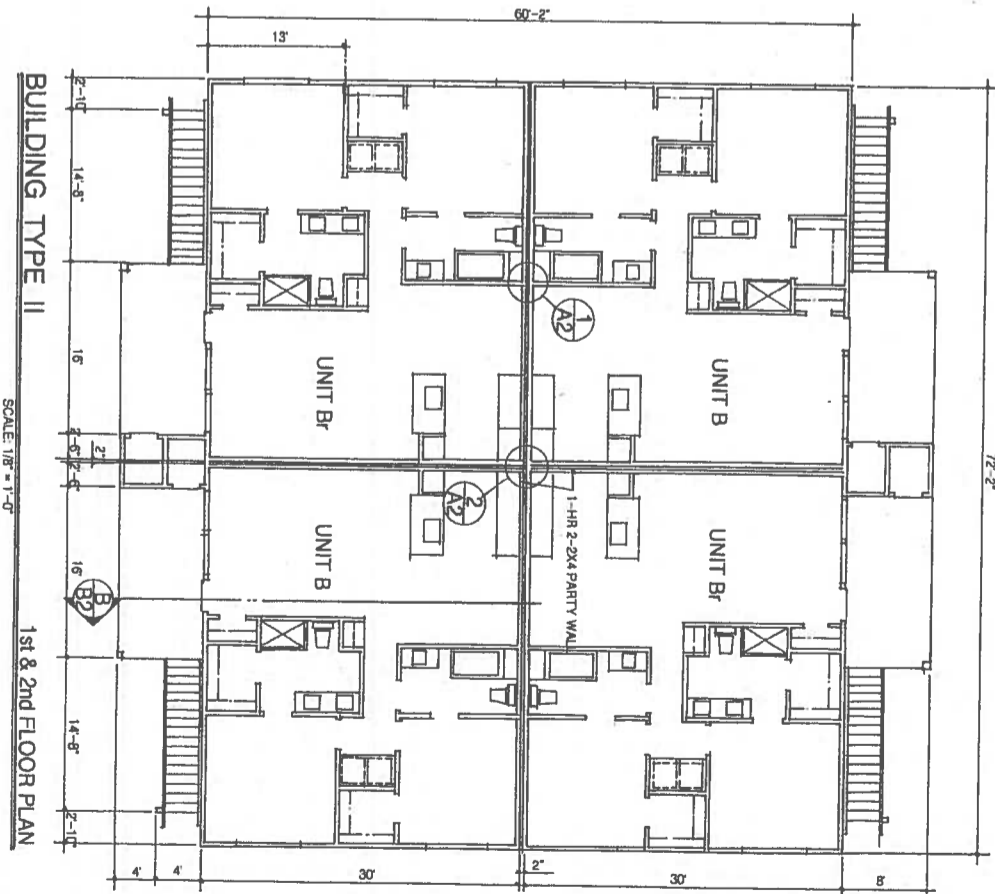
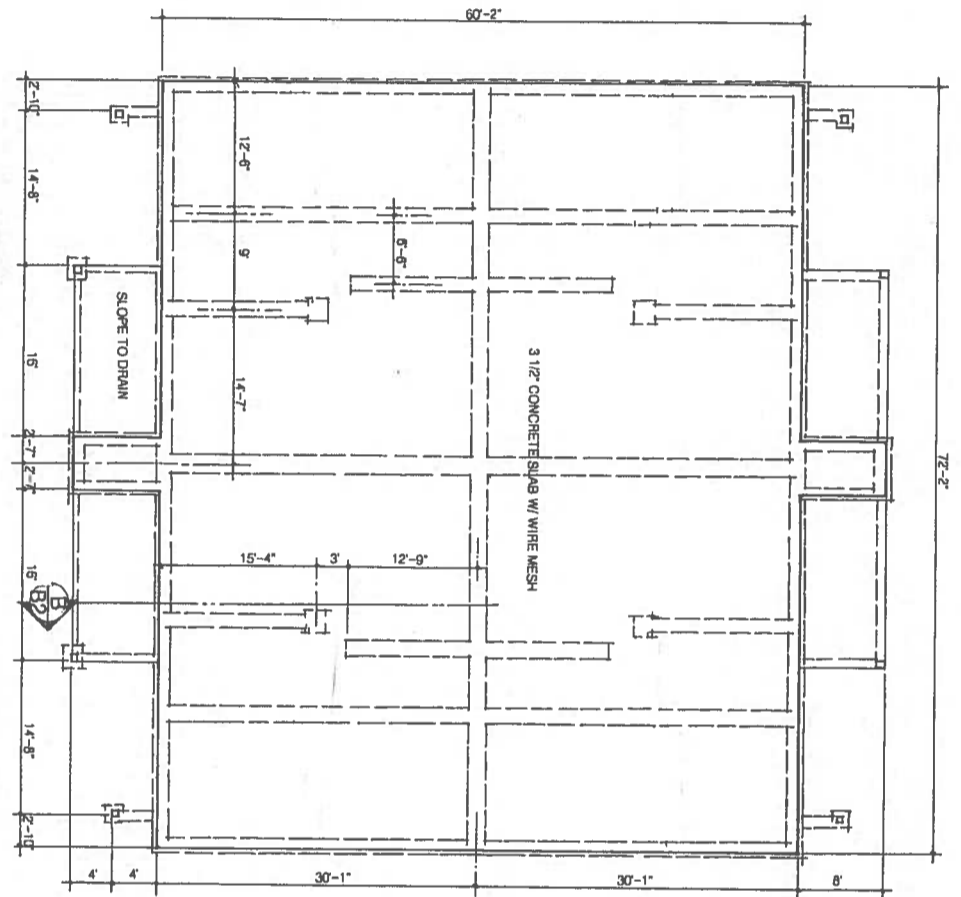
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| B1 OF 14 | VINEYARD SPRINGS APARTMENTS US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS FOR SPRUCE GROVE, INC. P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463 | BLDG TYPE II - UNIT B FIRST FLOOR PLAN SECOND FLOOR PLAN EXTERIOR ELEVATIONS | PREPARED BY: DEVELOPMENT CONCEPTS <small>14841 S.W. PENHALLA DRIVE CROOKED RIVER RANCH, OREGON 97780</small> | REVISED: <table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | |
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SCALE: 1/4" = 1'-0"

B2
B2

BUILDING TYPE II
FOUNDATION PLAN
B UNITS
SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

1st & 2nd FLOOR PLAN

B2
OF 14

DATE: 11/23/21

VINEYARD SPRINGS APARTMENTS

US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS

FOR

SPRUCE GROVE, INC.

P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

BLDG TYPE II - UNIT B
1st & 2nd BUILDING FLOOR PLAN
FOUNDATION PLAN
SECTION

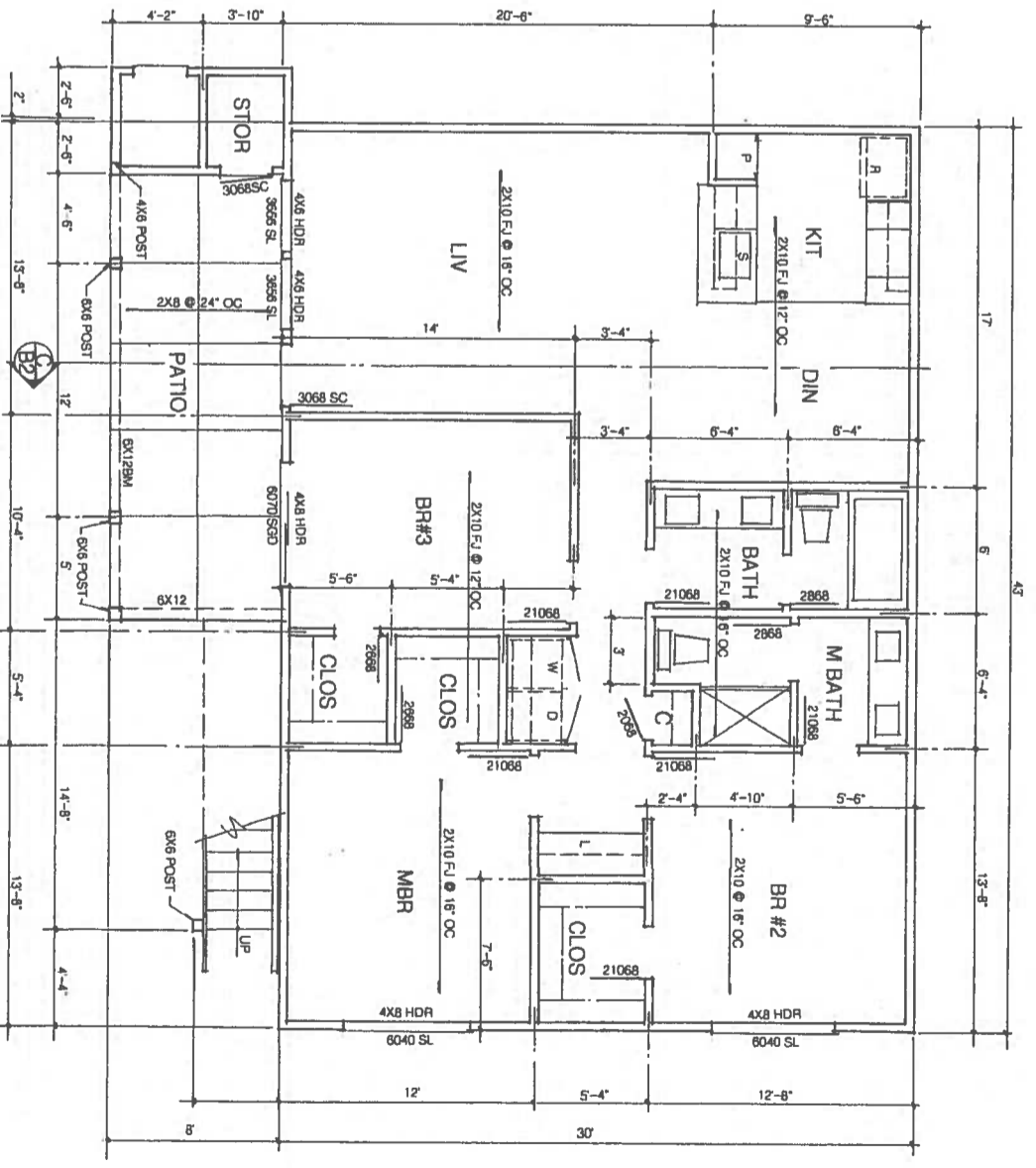
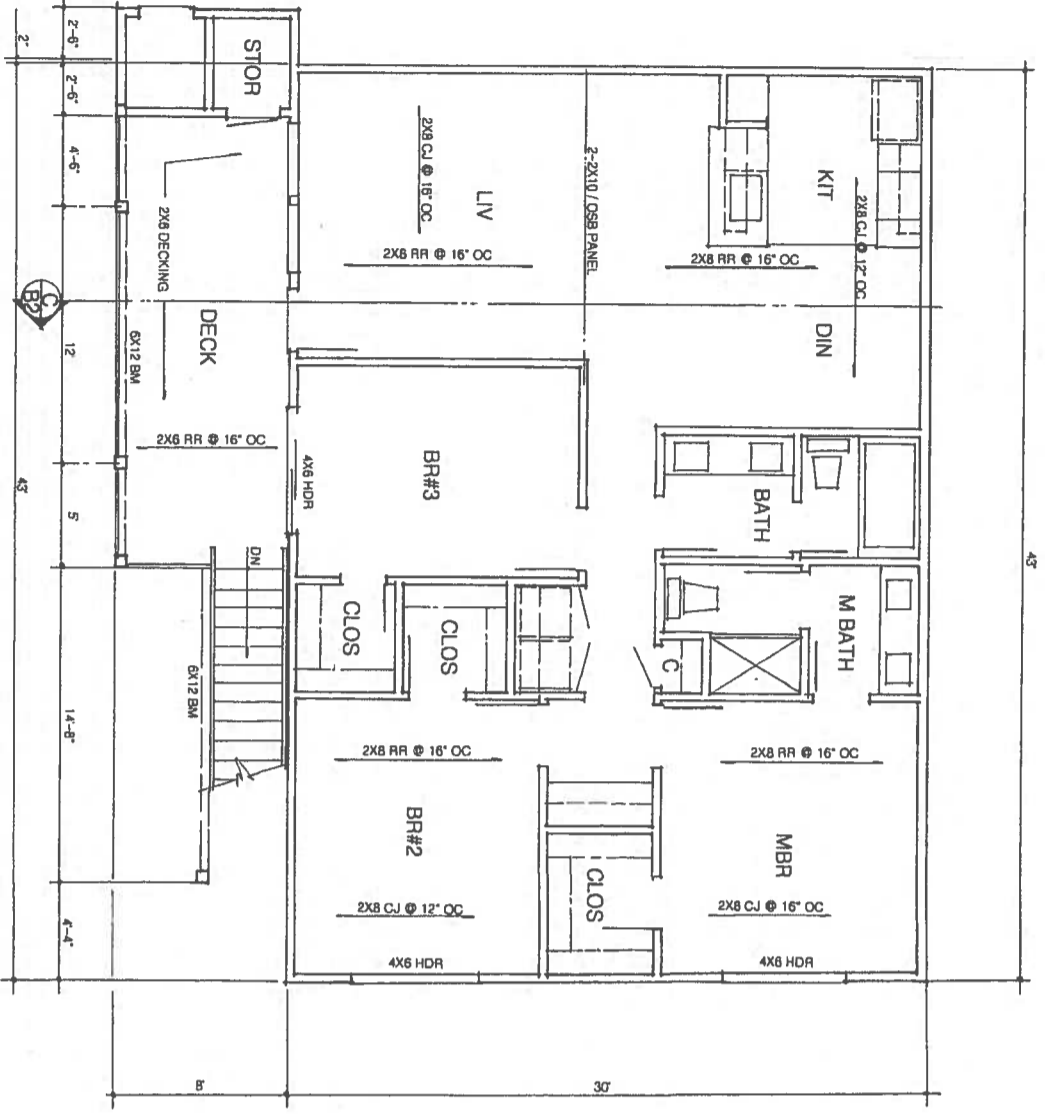
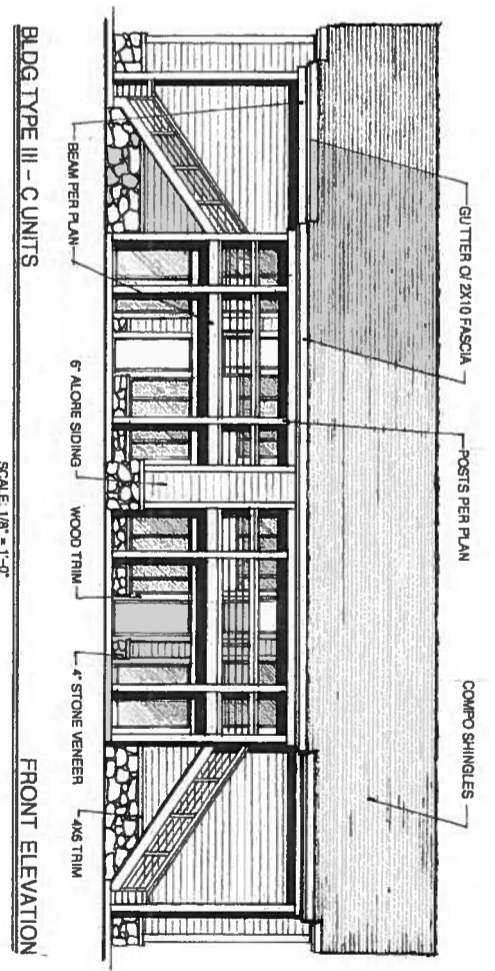
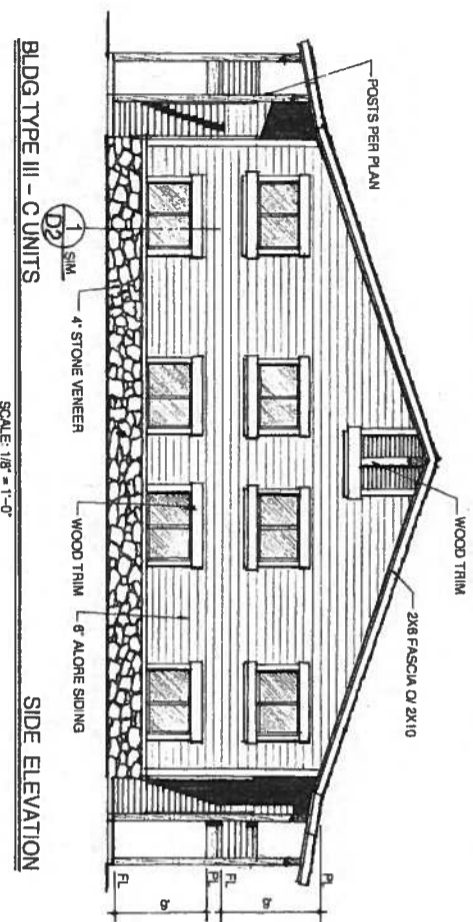


DEVELOPMENT CONCEPTS

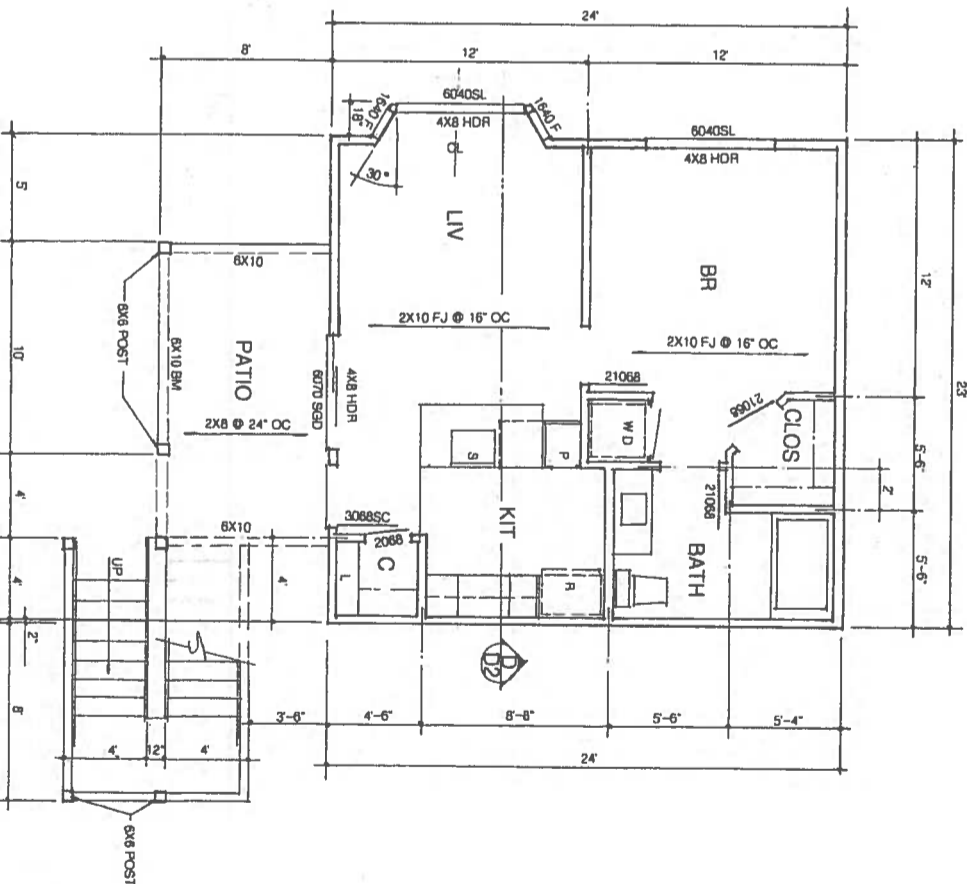
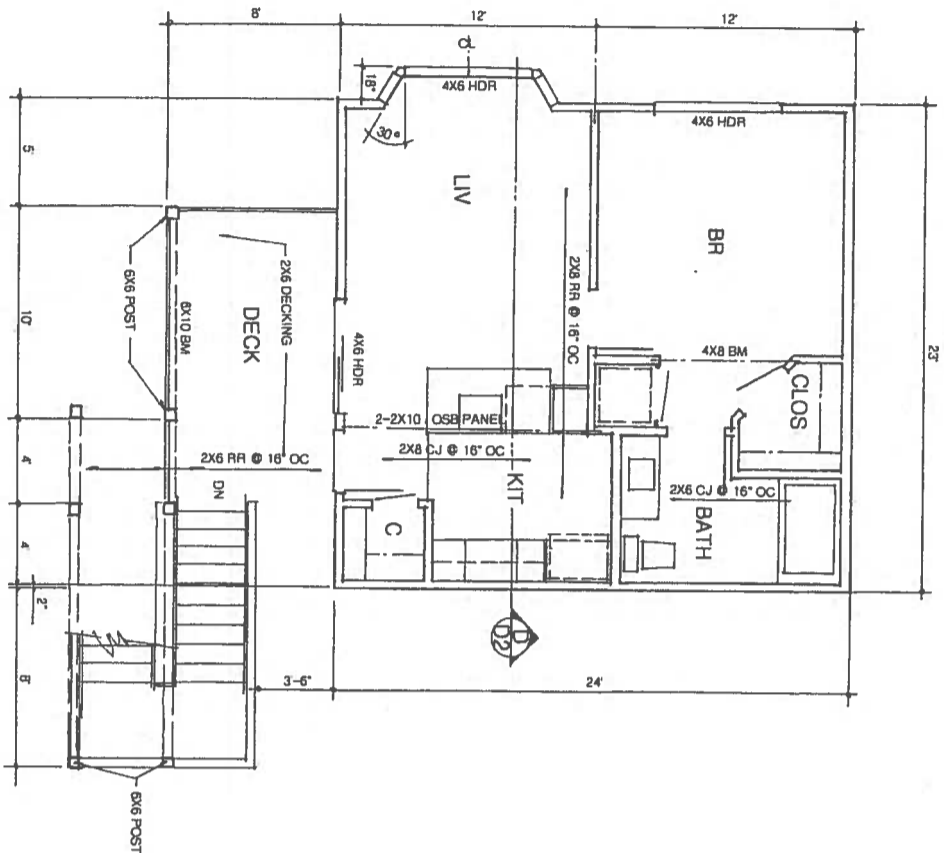
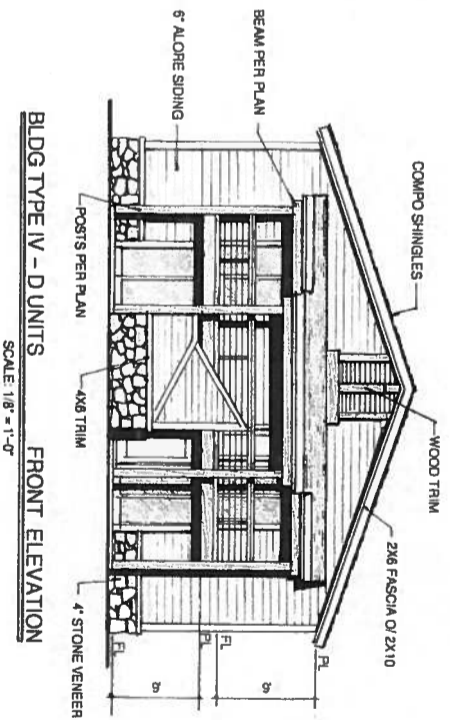
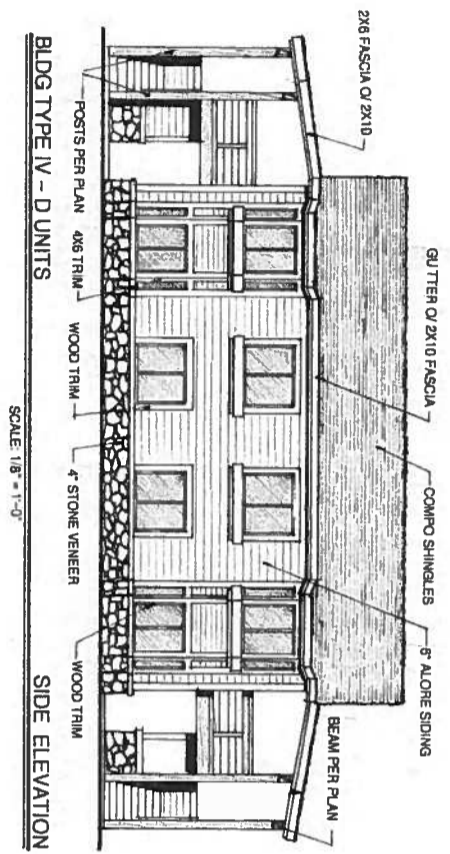
14041 S.W. PENINSULA DRIVE CROOKED RIVER RANCH, OREGON 97180

PREPARED BY:

REVISED:

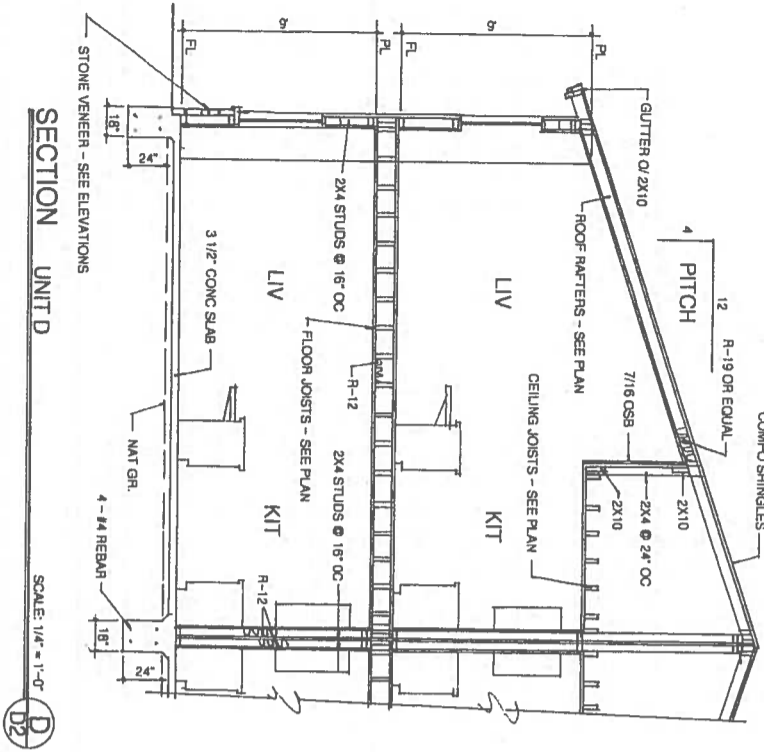


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|--------------------|--|---|---|--|--|--|--|--|
| C1 OF 14 | VINEYARD SPRINGS APARTMENTS US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS FOR SPRUCE GROVE, INC. P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463 | BLDG TYPE III - UNIT C FIRST FLOOR PLAN SECOND FLOOR PLAN EXTERIOR ELEVATIONS | PREPARED BY: DEVELOPMENT CONCEPTS <small>14041 S.W. PENINSULA DRIVE OROCKOED RIVER RANCH, OREGON 97180</small> | REVISED: <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | |
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| DATE: 11/29/21 | | | | | | | | |

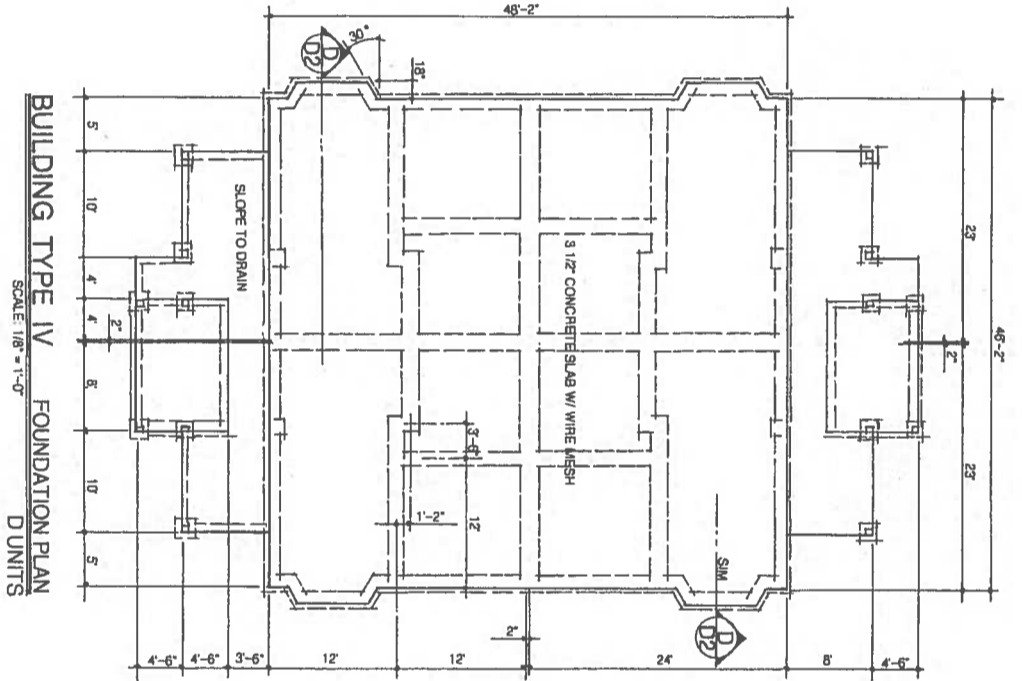


SECOND FLOOR PLAN UNIT D
REFER TO FIRST FLOOR PLAN FOR ADDITIONAL NOTES & DIMENSIONS
SCALE: 1/4" = 1'-0"

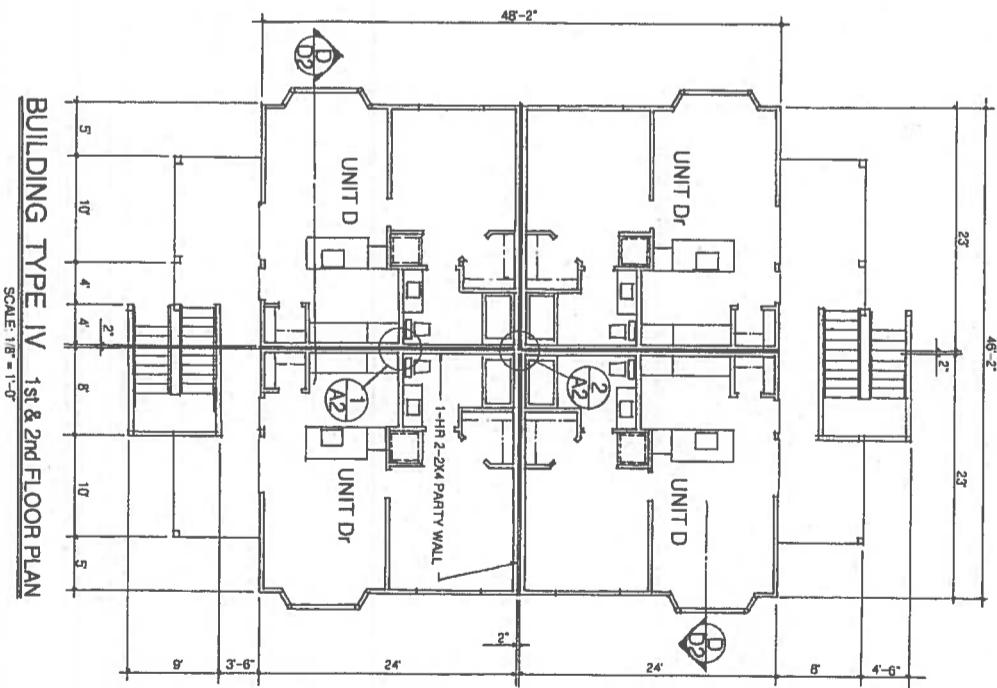
FIRST FLOOR PLAN UNIT D
NOTE: 4X BEAMS & HEADERS CAN BE 2-2X
SCALE: 1/4" = 1'-0"



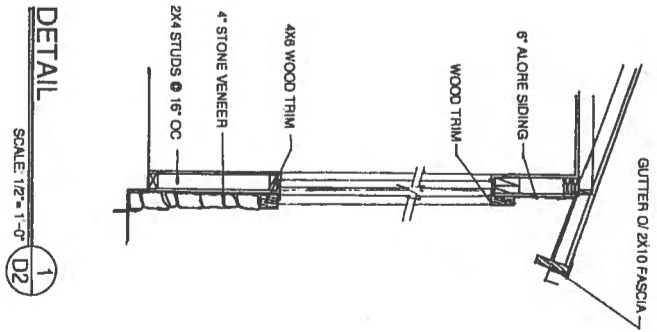
SECTION UNIT D
SCALE: 1/4" = 1'-0"
D2



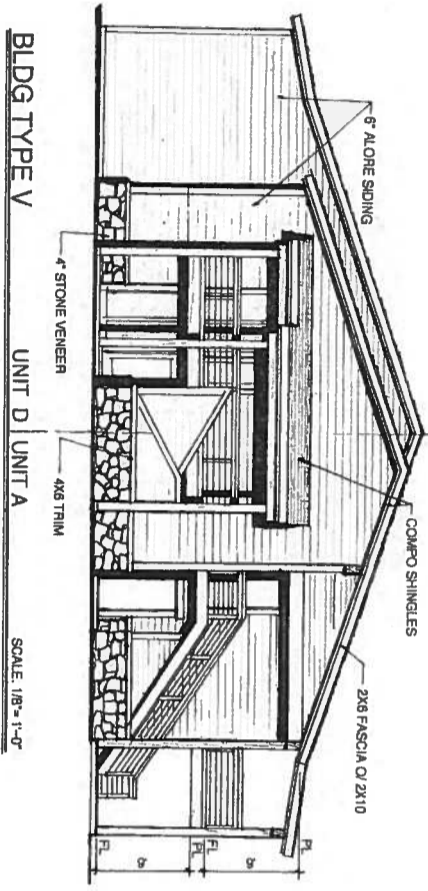
BUILDING TYPE IV FOUNDATION PLAN
SCALE: 1/8" = 1'-0"
D UNITS



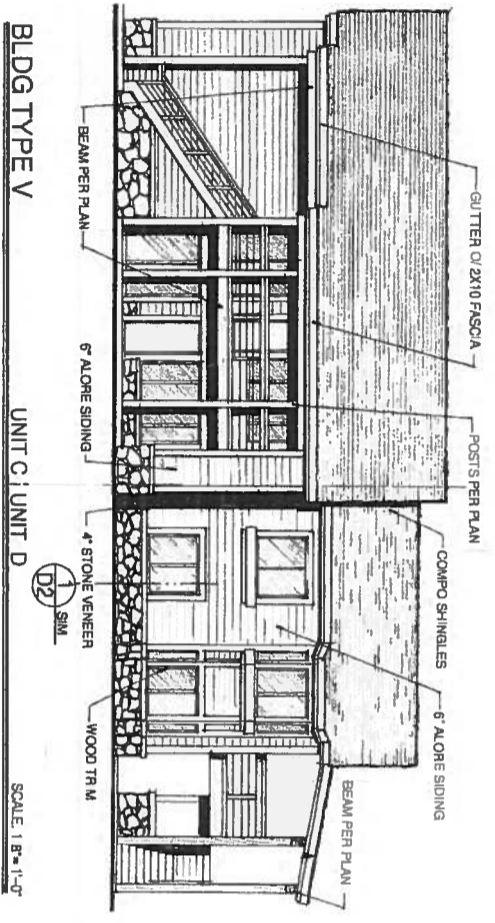
BUILDING TYPE IV 1st & 2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



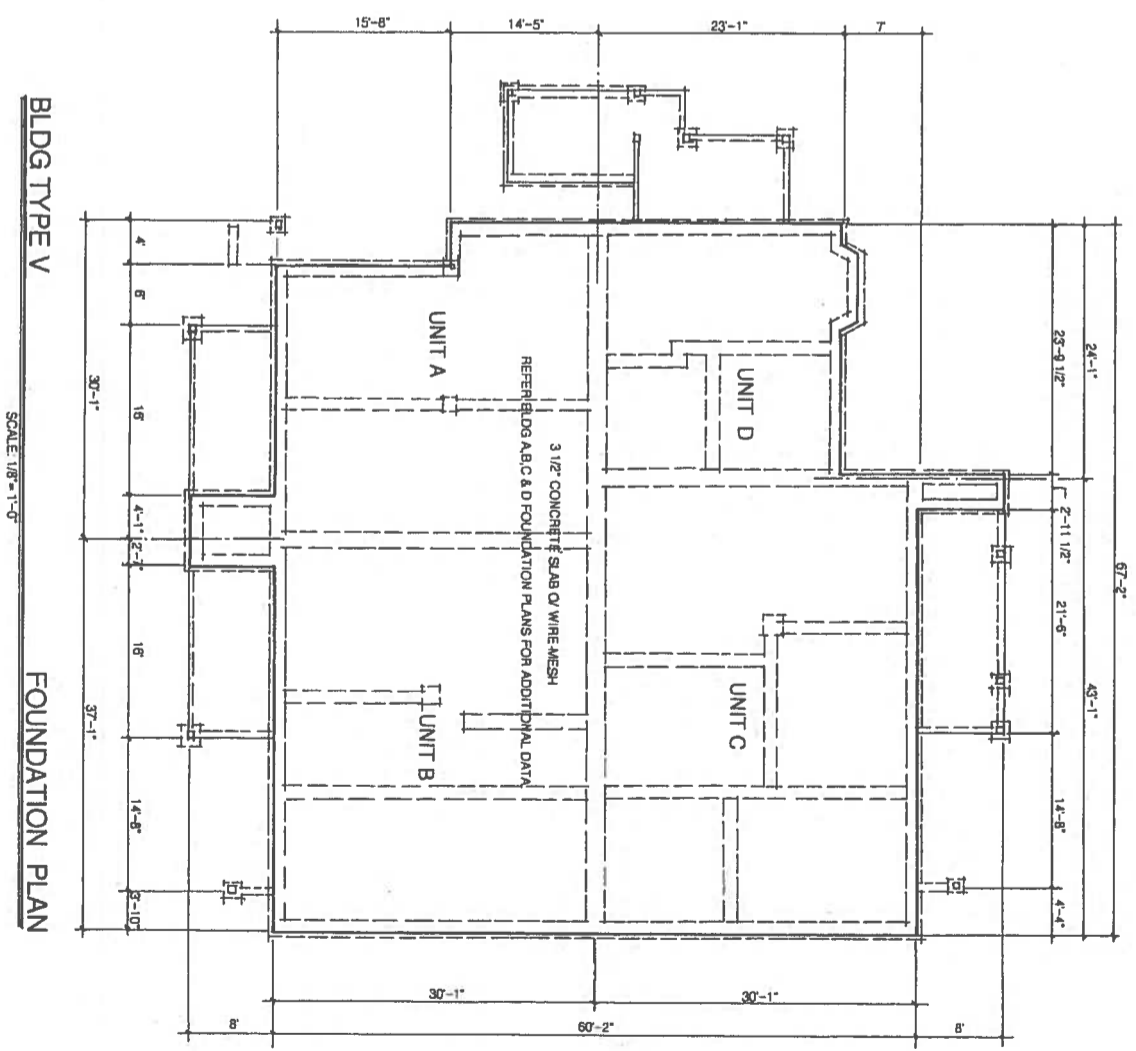
DETAIL
SCALE: 1/2" = 1'-0"
D2



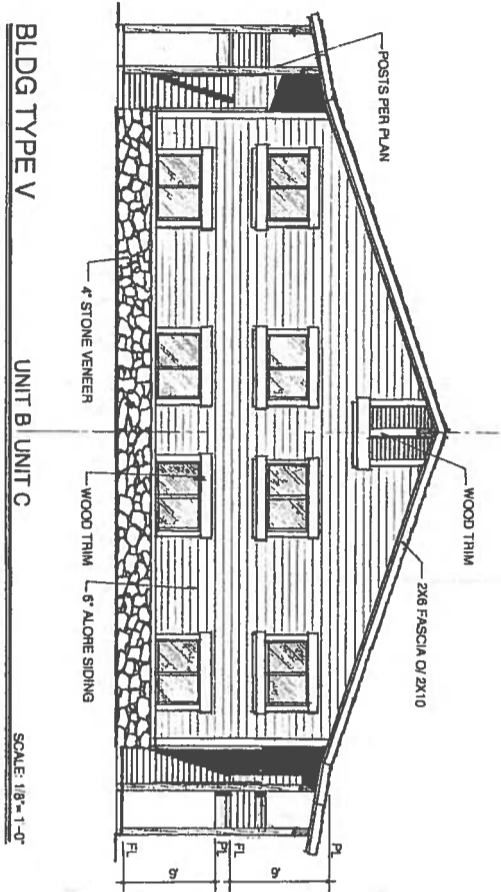
BLDG TYPE V
UNIT D UNIT A
SCALE: 1/8" = 1'-0"



BLDG TYPE V
UNIT C UNIT D
SCALE: 1/8" = 1'-0"



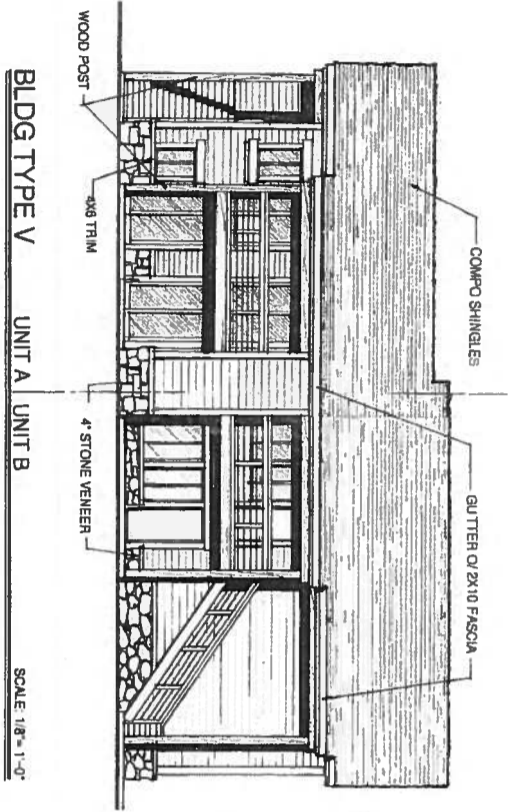
BLDG TYPE V
FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



BLDG TYPE V

UNIT B UNIT C

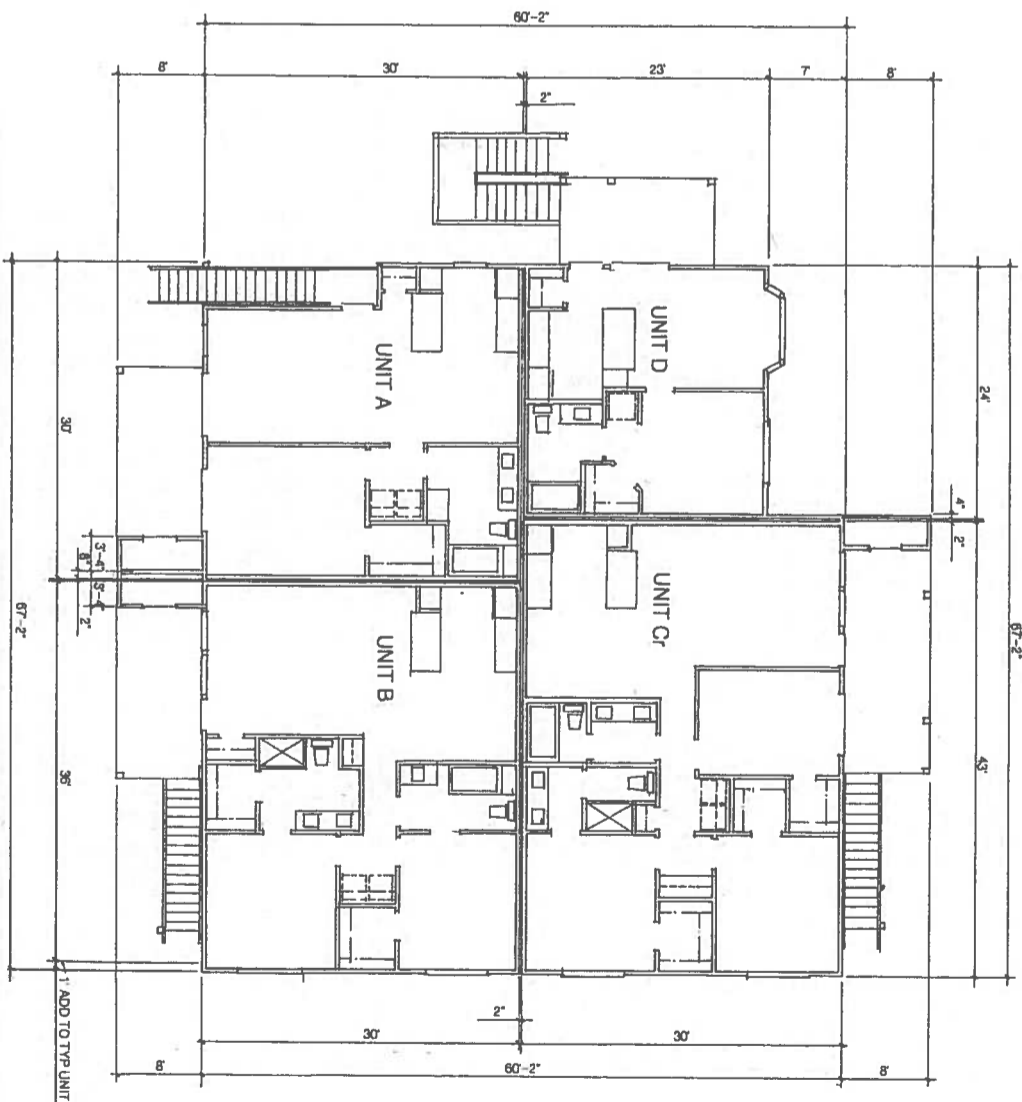
SCALE: 1/8"=1'-0"



BLDG TYPE V

UNIT A UNIT B

SCALE: 1/8"=1'-0"



BUILDING TYPE V

1st & 2nd FLOOR PLAN

SCALE: 1/8"=1'-0"

REFER TO A,B,C & D FLOOR PLANS FOR ADDITIONAL DATA

1. ADD TO TYP UNIT

V2

OF 14

DATE: 11/23/21

VINEYARD SPRINGS APARTMENTS

US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
FOR
SPRUCE GROVE, INC.
P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

BLDG TYPE V - UNITS A,B,C & D
1st & 2nd FLOOR PLAN
ELEVATIONS



DEVELOPMENT CONCEPTS

14041 S.W. PENINSULA DRIVE CROOKED RIVER RAMON, OREGON 97180

PREPARED BY:

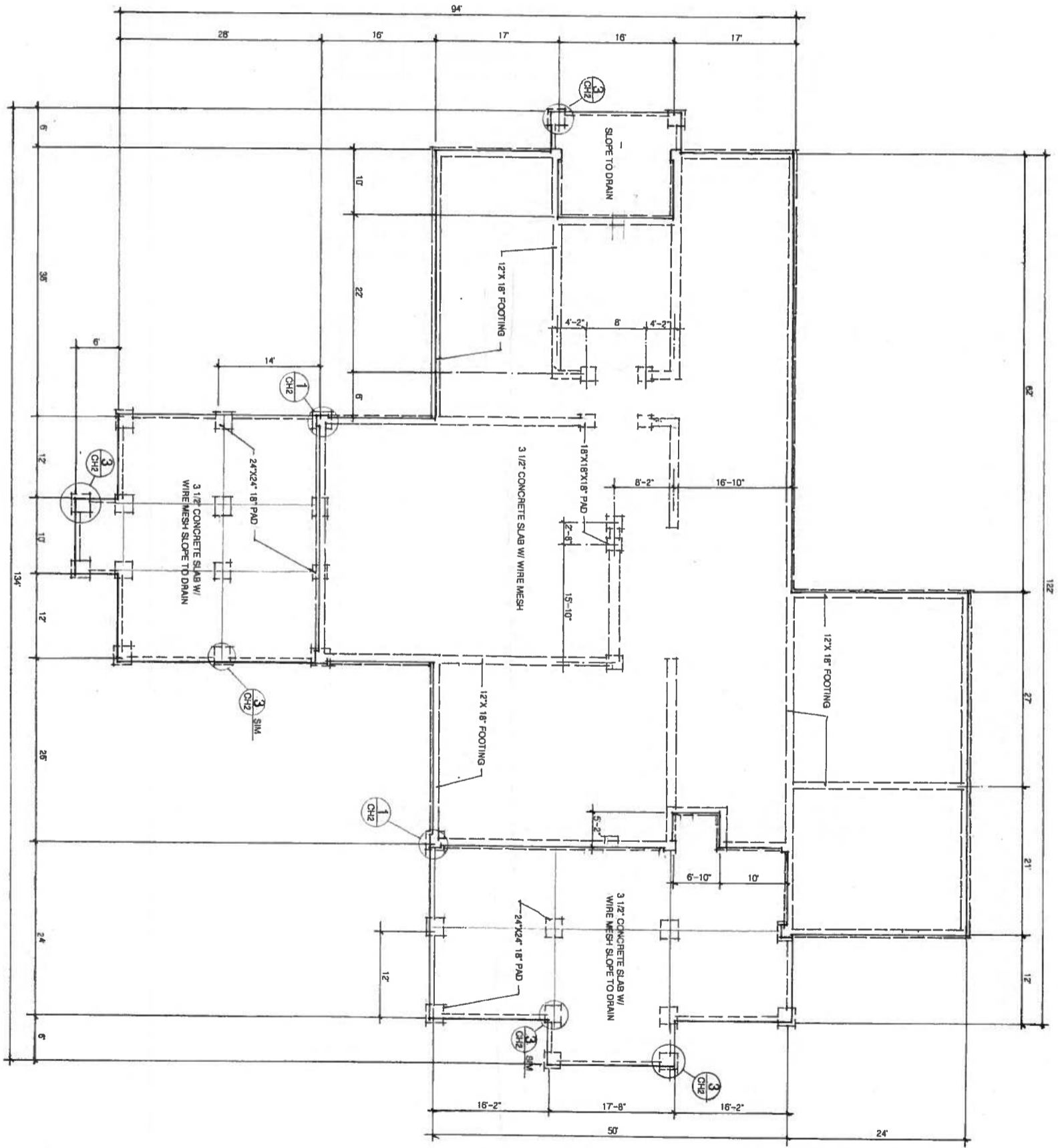
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CLUBHOUSE

SCALE: 1/8" = 1'-0"

FOUNDATION PLAN



CH1
OF 14

VINEYARD SPRINGS APARTMENTS

US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
FOR
SPRUCE GROVE, INC.
P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

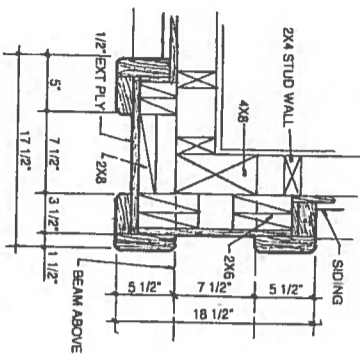
CLUBHOUSE FOUNDATION PLAN

PREPARED BY:

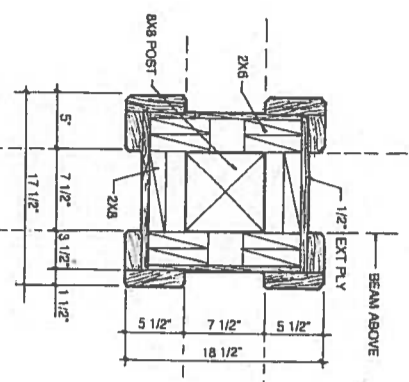
DEVELOPMENT CONCEPTS
 14041 B.W. PENINSULA DRIVE CROOKED RIVER RANCH, OREGON 97130

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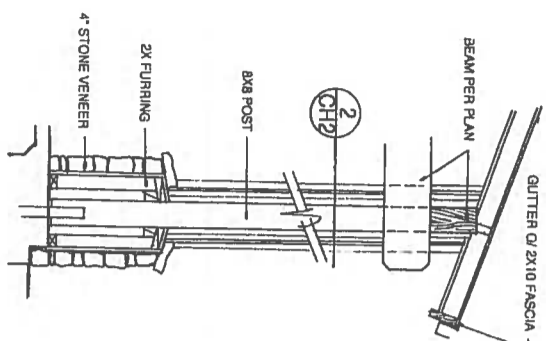
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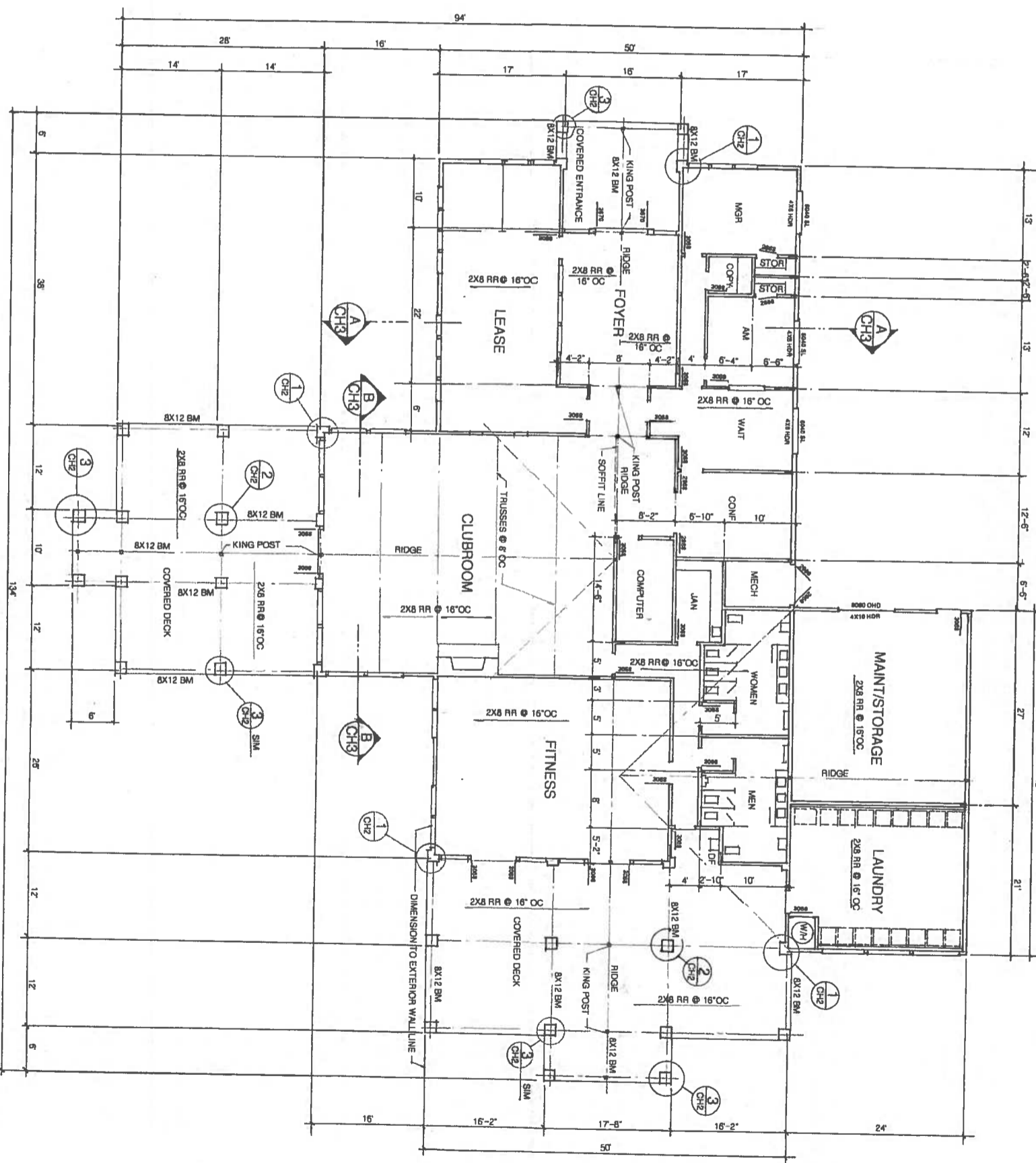
DETAIL 1
SCALE: 1 1/2" = 1'-0"
CH2



DETAIL 2
SCALE: 1 1/2" = 1'-0"
CH2



DETAIL 3
SCALE: 1 1/2" = 1'-0"
CH2



CLUBHOUSE

SCALE: 1/8" = 1'-0"

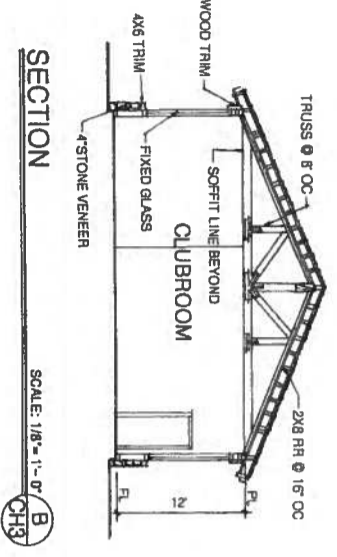
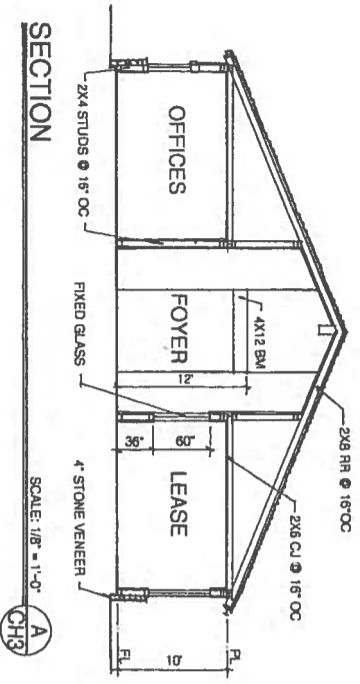
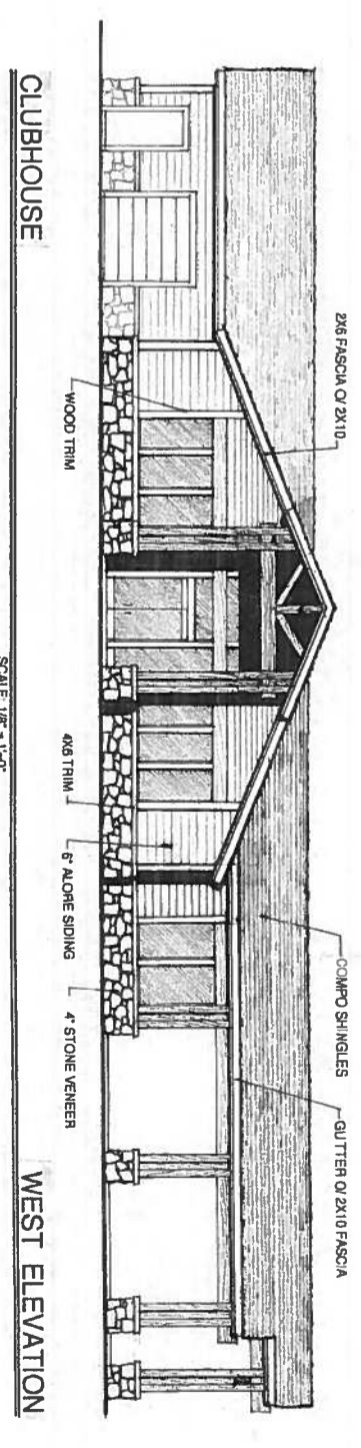
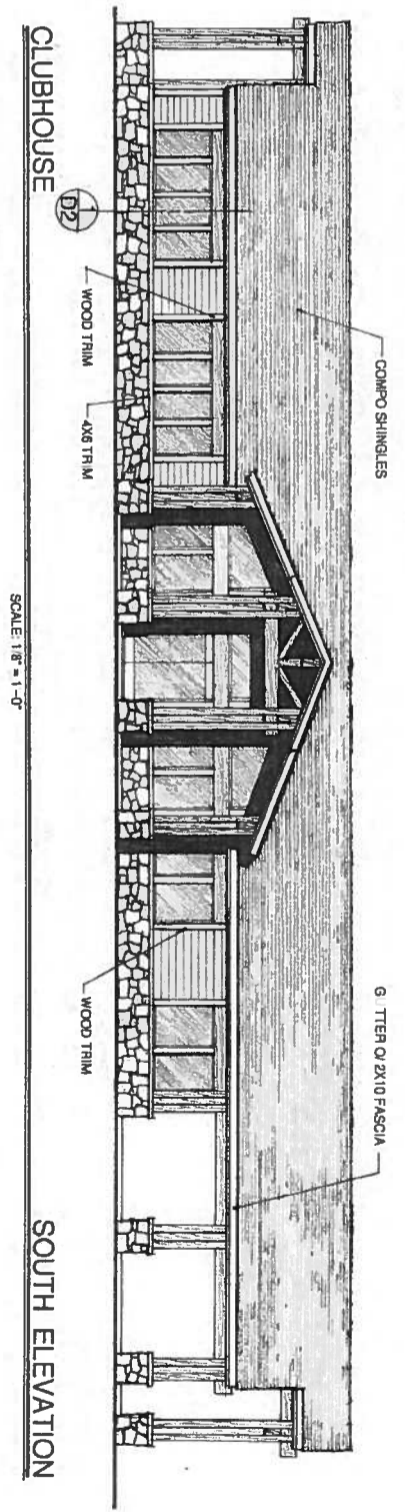
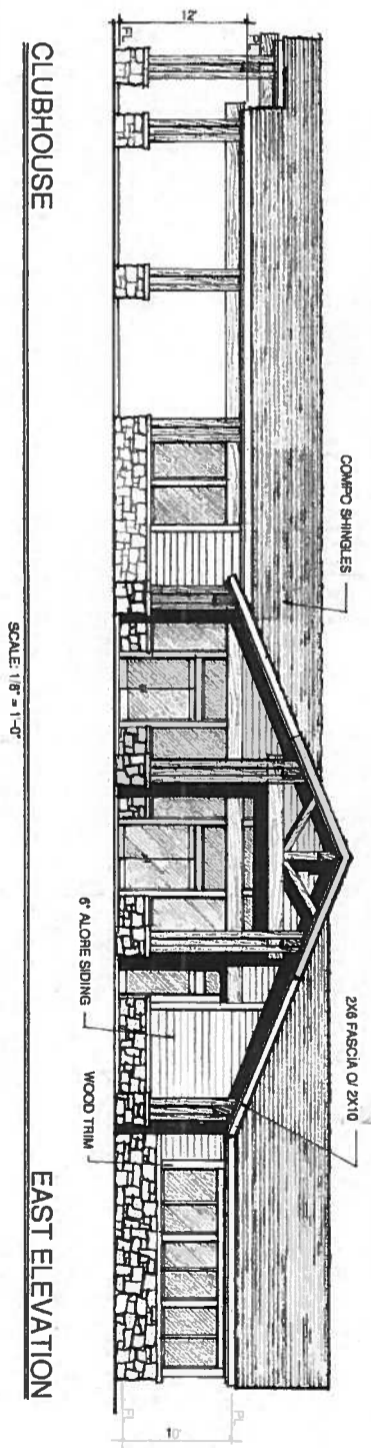
FLOOR PLAN
NN

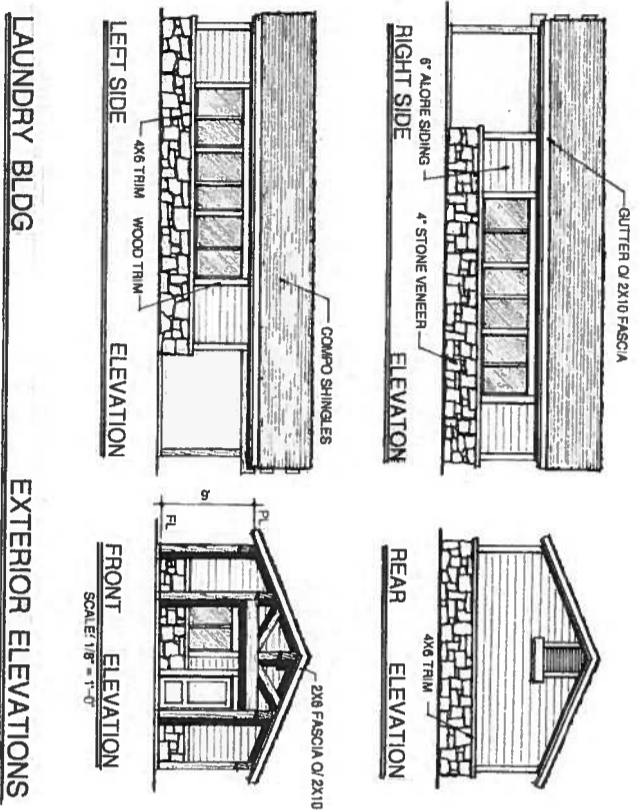
VINEYARD SPRINGS APARTMENTS
 US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
 FOR
SPRUCE GROVE, INC.
 P. O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

CLUBHOUSE
 FLOOR PLAN
 DETAILS

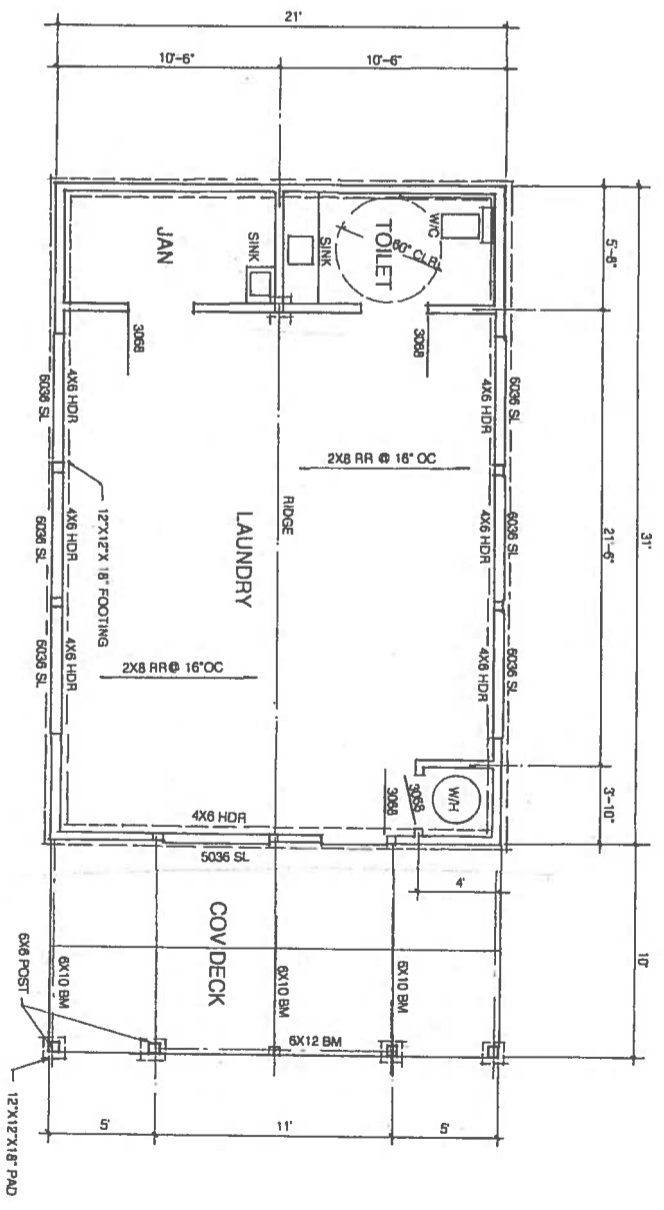
DEVELOPMENT CONCEPTS
 14041 B.W. PENINSULA DRIVE CROOKED RIVER RANCH, OREGON 97100

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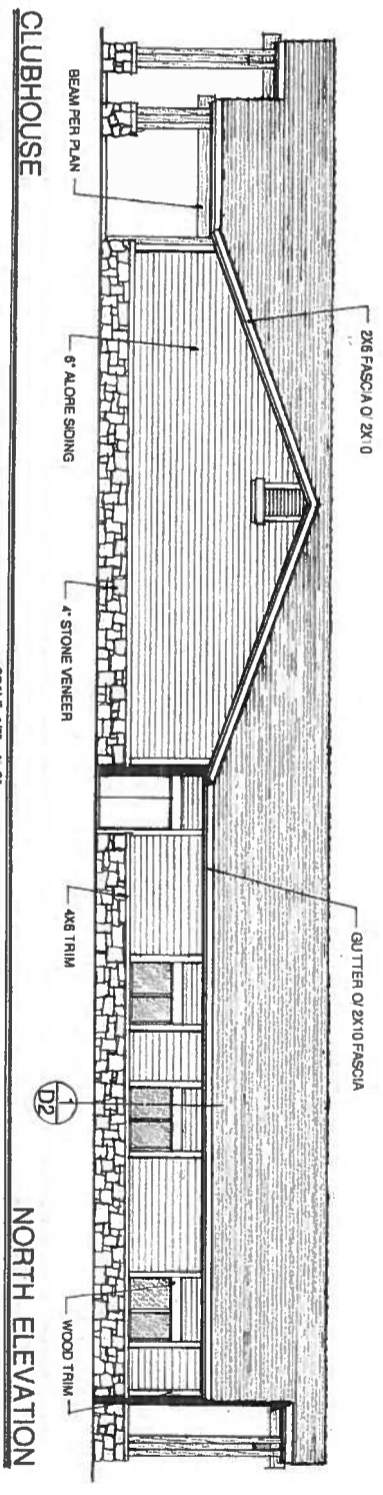




LAUNDRY BLDG
EXTERIOR ELEVATIONS



LAUNDRY BLDG
FOUNDATION PLAN & FLOOR PLAN



CLUBHOUSE
NORTH ELEVATION

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DEVELOPMENT CONCEPTS
14041 S.W. PENINSULA DRIVE CROOKED RIVER RANCH, OREGON 97130

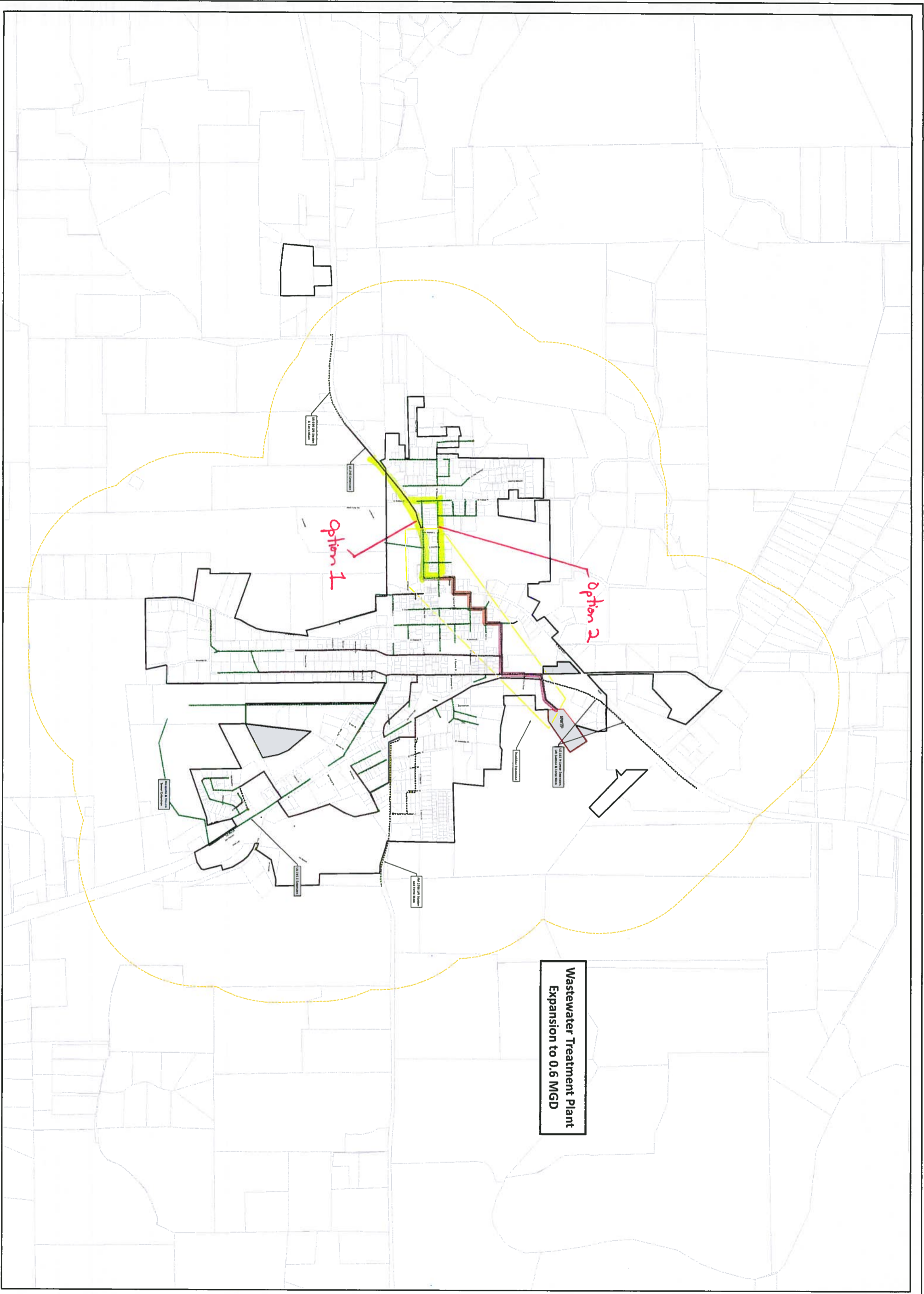
CLUBHOUSE
EXTERIOR ELEVATION
LAUNDRY BLDG
FOUNDATION & FLOOR PLAN - ELEVATIONS

VINEYARD SPRINGS APARTMENTS
US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
FOR
SPRUCE GROVE, INC.
P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463

EXHIBIT "C"

OFFSITE WATER AND WASTEWATER IMPROVEMENTS

DRAFT



Wastewater Treatment Plant
Expansion to 0.6 MGD



VICINITY MAP
1 INCH = 50 MILES

- LEGEND**
- Property Lines
 - City Limits
 - City ETJ
 - Lift Station
 - Manhole
 - 15" Sanitary Lin
 - 12" Sanitary Lin
 - 8" Sanitary Line
 - 6" Sanitary Line
 - 6" Force Main
 - 4" Force Main
 - Increase to 8"
 - Increase to 12"
 - Increase to 15"
 - Trunkline Expansion

EXHIBIT C

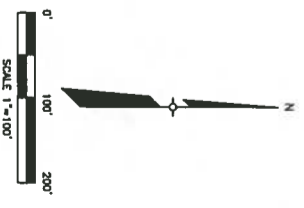
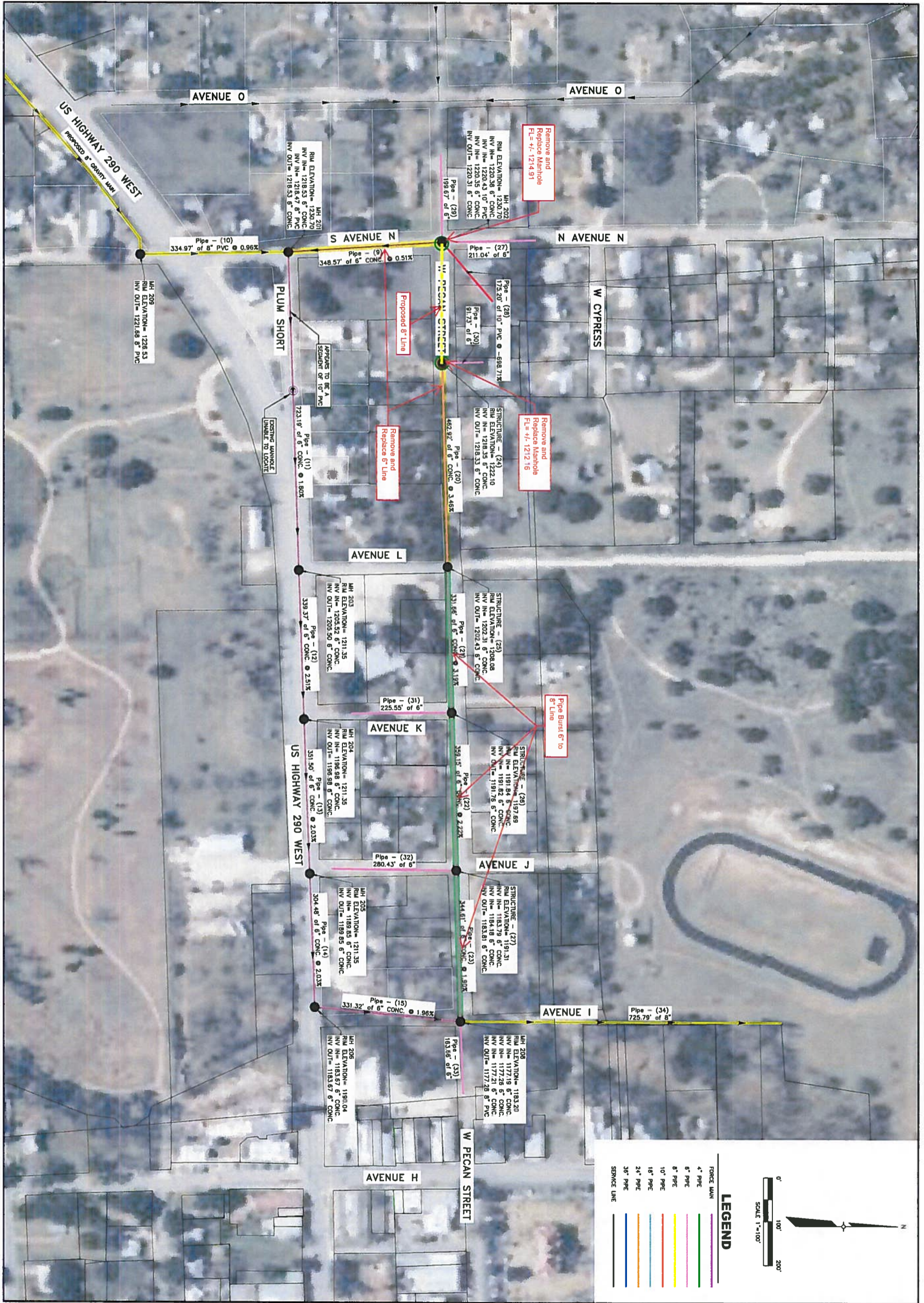
WASTEWATER CAPITAL PROJECT
CITY OF JOHNSON COUNTY
BLANDO COUNTY, TEXAS



DISCLAIMER: This product is offered for informational purposes and may not have been prepared for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey or any other professional engineering or architectural services. No warranty is made by Quiddit Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this document.



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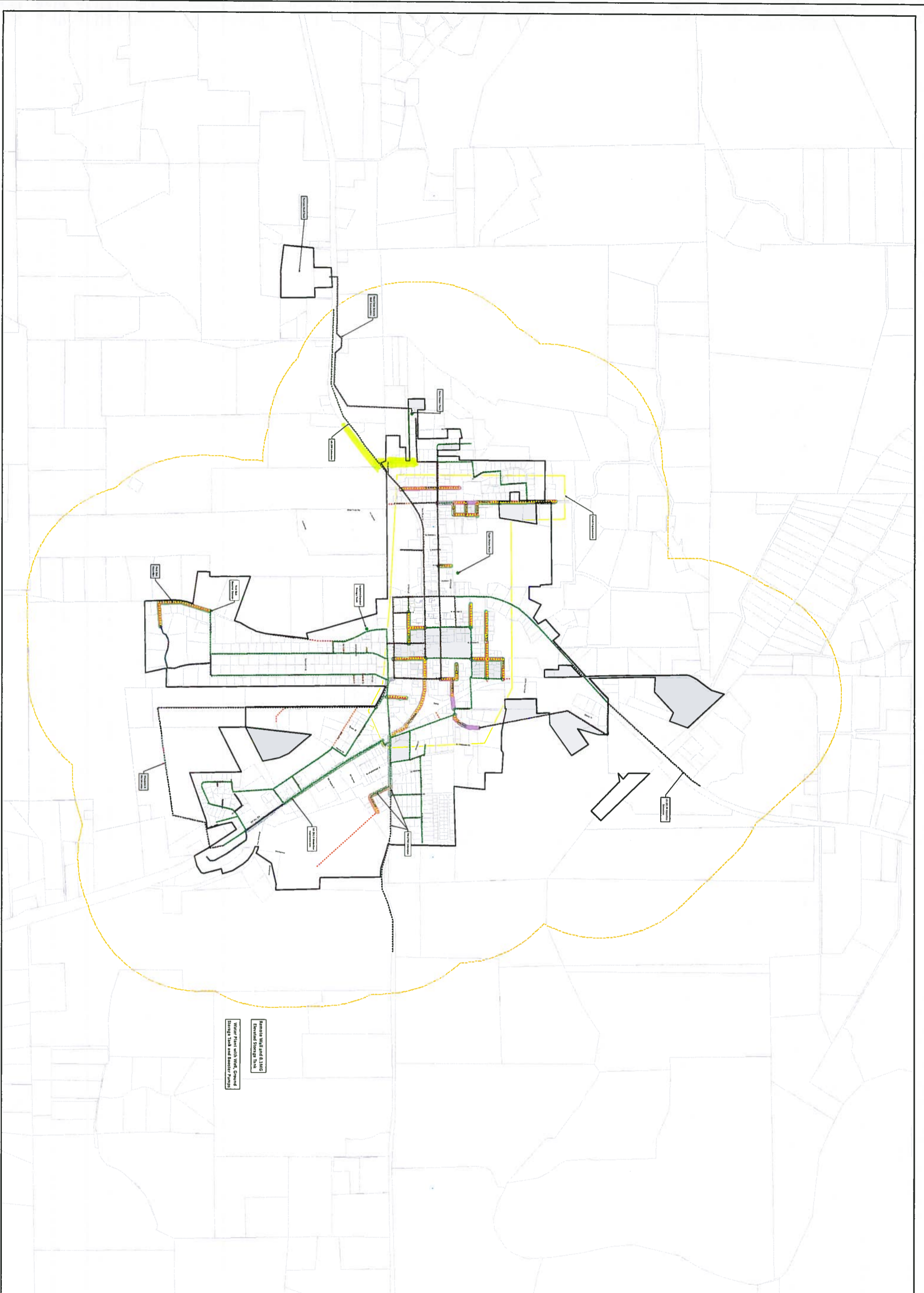


LEGEND

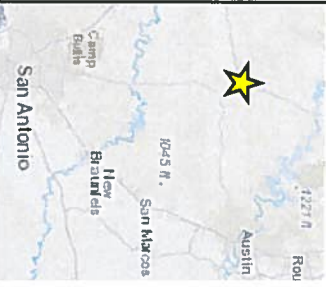
| | |
|--------------|-----------------|
| FORCE MAIN | Blue line |
| 4" PIPE | Green line |
| 6" PIPE | Yellow line |
| 8" PIPE | Orange line |
| 10" PIPE | Red line |
| 18" PIPE | Purple line |
| 24" PIPE | Light blue line |
| 36" PIPE | Dark blue line |
| SERVICE LINE | Black line |

| DATE: DECEMBER 2022 PROJECT: 21-242 DRAWING'S TITLE: HW PIPE NETWORK, GENERAL DESIGN DESIGN: DIRECTOR DRAWN: APPROVED HE, JR. SHEET: 1 OF 1 | CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591 | ATTACHMENT 1 PIPE NETWORK MAP HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS | <p>3401 Kyle Crossing, Suite A Phone: (512) 512-5040 Fax: (512) 512-5549 Kyle, Texas 78660 e-mail: cuatro@cuatroconsultants.com</p> | <table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISION | DESCRIPTION | BY: | DATE: | | | | | | | | | | | | | | | | |
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Wastewater Option 2



Kenzie Well and 8 MG Elevated Storage Tank
 Water Plant with 1 MG Ground Storage Tank and Reservoir Pumps



VICINITY MAI
 1 INCH = 50 MILES

LEGEND

- Property Lines
- City ETJ
- City Limits
- 12" Waterline
- 10" Waterline
- 8" Waterline
- 6" Waterline
- 4" Waterline
- 2" Waterline
- 2" Replacement
- Storage Tanks
- Increase to 6"
- Increase to 8"
- Increase to 10"
- Increase to 12"

EXHIBIT B
WATER CAPACITY PROJECTS
 CITY OF JOHNSON C
 BLAND COUNTY, TEXAS

0 1 INCH : 2,000 FT
 IMAGERY PROVIDED BY NEE
 Disclaimer: This product is offered for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. It represents only the approximate relative location of property, governmental and/or political boundaries and related facilities to said boundary. No warranties are made by Quiddit. Engineering concerning the accuracy, completeness, reliability of the information included within this



EXHIBIT "D"

IMPACT FEE CREDIT AGREEMENT

DRAFT

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

**IMPACT FEE CREDIT AGREEMENT BETWEEN
THE CITY OF JOHNSON CITY AND TX-290-1031, LLC**

This Impact Fee Credit Agreement (“Agreement”) is made and entered into by and between the City of Johnson City, Texas, a Type A General Law municipal corporation (“City”), and TX-290-1031, LLC, a Texas limited partnership (“Owner”; “Developer”), individually referred to as the “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, the Parties have entered into a Development Agreement (“Development Agreement”) for the development of that tract of land owned by the Developer and consisting of approximately 50.48 acres of land located on the South side of U.S. Highway 290 W. approximately 0.70 miles west of N. Nugent Ave. (“Property”); and

WHEREAS, development of the Property is subject to impact fees, which fees are to be calculated and assessed based on 363 equivalent single-family units (ESFU); and

WHEREAS, Texas Local Government Code Section 395.019 and Section 13.07.004(f) of Chapter 13 *Utilities* of the City’s Code of Ordinances authorizes the City to enter into an agreement whereby the Developer will construct, at his expense, capital improvements or facility expansions identified within the City’s Capital Improvements Plan and Impact Fee Study (July 2022) (“Study”), and the costs incurred by the Developer will be credited against the balance of the total impact fees otherwise due the City from the new development; and

WHEREAS, in accordance with TLGC Section 395.019 and the Development Agreement, the City agrees to the construction to be undertaken by the Developer of offsite water and wastewater capital improvements (“Improvements”) contained within the Study and related to the development; and

WHEREAS, the Developer agrees to construct, pay for, and dedicate those improvements outlined herein for eligibility to receive an impact fee credit to offset the total development impact fee to be paid by the Developer; and

WHEREAS, the Parties desire to enter into an Impact Fee Credit Agreement to establish the impact fee credit for costs associated with the capital improvements construction under the terms and conditions set forth herein.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. CAPITAL IMPROVEMENTS AND CONSTRUCTION

A. Improvements. Developer, at his expense, will construct and install the Improvements, as described in the Development Agreement at Exhibit “C”, “Offsite Water and Wastewater Improvements”, attached hereto and incorporated fully herein, and as follows:

1. Approximately 1,945 linear feet of offsite 12-inch diameter water main from an existing 10-inch main located near Danz Well Road and N. Ave. Q, south across W. U.S. Highway 290, and west across the entire front Property line abutting the Texas Department of Transportation (TxDOT) right-of-way; and

2. Construct, enlarge, and/or pipe burst approximately 1,900 linear feet of offsite 8-inch diameter wastewater force and/or gravity main from the northeast corner of the Property line east along W. U.S. Highway 290 to Avenue L, approximately 1,100 linear feet of offsite 8-inch diameter wastewater gravity main from Avenue L and W. U.S. Highway 290 to Avenue I and W. U.S. Highway 290, and approximately 350 linear feet of offsite 8-inch diameter wastewater gravity main from Avenue I and W. U.S. Highway 290 to an existing manhole at the intersection of Avenue I and W. Pecan Street.

B. Construction Term; Completion. The Developer shall begin construction, to include, if applicable, acquisition of right-of-way, within three hundred sixty five (365) days of execution of this Agreement. Developer shall submit to the City a written notice of intent to commence construction with all requisite documents including insurance and permits. Upon receipt and approval, the City shall issue to Developer a notice to proceed. Construction must be completed within three hundred sixty five (365) days after initiation of construction. The Parties may extend this deadline by written mutual agreement approved by the City Council.

C. Design Standards; Construction Procedures. The Improvements shall be designed and constructed in accordance with the City’s Design Standards and with all other applicable Federal, State and local laws, codes and regulations in effect as of the effective date of this Agreement. The Developer shall conduct and complete the construction pursuant to the procedures outlined in Sections 10.02.272 and 10.02.273 of Article 10.02, the City’s Subdivision Ordinance (“Subdivision Ordinance”). Without limiting or diminishing the Developer’s obligation to indemnify or hold the City harmless, the Developer shall obtain, at its cost, and provide proof of insurance coverage to the City throughout the term of the construction.

D. Inspection; Approvals. The City Engineer and/or City Utility Department shall be responsible for the review and written approval of offsite water and wastewater construction plans and documents and changes thereto. The City shall have right of access to the construction worksite for conducting inspections of the Improvement construction. The Developer shall maintain the worksite and the constructed Improvements in good and safe condition until acceptance of the Improvements by the City.

E. Construction Bonds. Prior to the initiation of Developer’s construction of the Improvements, the Developer shall cause payment and performance bonds, a trust agreement, or a letter of credit to be issued to the City for the estimated construction cost of the Improvements. The bonds shall be issued in accordance with the bond requirements contained in Section 10.02.301(b) of the City’s Subdivision Ordinance.

F. Approval; Acceptance of Improvements; Maintenance Bond. Upon completion of construction, the Developer shall submit to the City a notice of completion to include a two-year maintenance bond issued pursuant to the bond requirements contained in Section 10.02.331 of the City's Subdivision Ordinance. The City Engineer and/or City Utility Department shall review the construction for final approval and for acceptance of the Improvements by the City Council under the procedures contained in Section 10.02.362 of the City's Subdivision Ordinance. No improvements shall be finally accepted unless all aspects of the work have been determined to have been completed in accordance with the improvement construction plans and City standards.

G. Connection. Upon receipt of the maintenance bond, the City shall authorize the connection of the development's water and wastewater lines to the City's water and wastewater infrastructure.

H. Incomplete Improvements. If the City is required to complete all or any part of the construction of the Improvements, this Agreement is null and void and the Developer forfeits claim to all potential impact fee credits/offsets.

SECTION 2. IMPACT FEE CREDIT/OFFSET

A. ESFU Units. The Improvements will service approximately 363 equivalent single-family units (ESFU), which include approximately 408 multifamily residential units and related amenities, approximately _____ square feet of commercial / retail space, and approximately 1.00 acre of self-storage facilities.

B. Total Impact Fee Assessment. Under the Impact Fee Schedule in effect at the time of this Agreement, the total water and wastewater impact fees to be assessed on 363 ESFU is estimated at \$576,321.00. This amount is subject to adjustment by the City. Should the development require more than 363 ESFU, water and wastewater impact fees will be assessed by the City on the development and will be payable by the Developer to the City in full.

C. Construction Costs Amount. The preliminary estimated construction cost of the offsite Improvements is \$883,000.00. Construction costs exceeding this estimate must be approved by the City. Right-of-way acquisition costs, if applicable, are not creditable and included in construction costs. Upon completion of construction of the Improvements, the Developer is eligible to receive an impact fee credit up to this maximum estimated construction cost amount to offset the total development impact fee assessment. In no event shall the credit be greater than the total impact fee amount.

D. Credit Applied. Upon completion, the Developer shall submit proof of payment and an affidavit indicating the total amount spent on the Improvements for offset against the total impact fees due and owing on the development. Preliminarily, the estimated total amount of the water and wastewater impact fees, including the credit, to be assessed on the development and due and owing to the City upon completion is estimated at \$0.00.

E. Payment Timing. Impact fees, with the corresponding credit, shall be payable to the City at the time of connection of the development's water and wastewater lines to the City's water and wastewater systems.

F. Forfeiture. In the event that the Developer does not meet and satisfy the Agreement obligations outlined herein, or does not complete the construction within the term prescribed herein, the Developer shall forfeit any and all fee credits for this development project and shall not be entitled to receive an impact fee credit/offset.

SECTION 3. GENERAL PROVISIONS

A. Findings. The above stated Recitals are true and correct and are incorporated fully herein as findings of fact.

B. Term. This Agreement shall be effective as of the date of the last signature of the Parties to this Agreement (“Effective Date”) and shall be in effect for a term of ten (10) years unless sooner terminated as provided herein. The Agreement shall automatically be extended for one (1) additional ten (10) year term after expiration of the initial term following written notice by the Developer to the City 120 days prior to the expiration of the initial term.

C. Termination; Default. The terms for termination and default contained in the Development Agreement are incorporated fully herein. A default under that agreement shall be considered a default under this Agreement.

D. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties. This Agreement may be amended only by the mutual written agreement of the Parties, subject to approval of the City Council.

E. Assignment. This Agreement may not be assigned by the Developer without the express written consent of the City Council, except that the Developer may assign, in whole or in part, its rights and obligations under this Agreement to any person(s) and/or entity(ies) acquiring, whether by purchase or devise, all of the Property. In the event of an assignment of this Agreement, Developer who executes this Agreement shall be released from any obligations under this Agreement.

F. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

G. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

H. Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the time period for performance of the obligations of either Party, to the extent affected by such act, shall be extended for a period no longer than two (2) years from the date of such event. Such cause shall be remedied with all reasonable diligence at the earliest practicable time.

I. Relationship of the Parties; No Third-Party Beneficiaries. This Agreement shall not be construed to create an agency, partnership, or joint venture of any type between the Parties. Nothing in this Agreement shall be construed to create any right in any third party not a

signatory to this Agreement. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

J. Litigation. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Blanco County, Texas. In the event of litigation, each Party shall be responsible for its own litigation costs and fees, and waives its right to recovery from the prevailing Party of litigation costs and fees, including attorney's fees.

K. Waiver of Rights; Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement.

L. Development Agreement. Nothing contained herein shall be construed as affecting the City's or the Developer's duties and rights outlined in the Development Agreement between the City and the Developer.

M. Indemnification. **Developer agrees to indemnify and hold harmless the City and its elected officials, officers, and employees from any claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the performance of this Agreement. Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.**

N. Notice. All notices, authorizations, and requests in connection with this Agreement shall be in writing and deemed given (i) three days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed as first set forth herein or to such other address as the Party to receive the notice or request so designates by written notice to the other.

O. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below and is effective as of the date of the last signature.

Signature pages follow.

CITY: CITY OF JOHNSON CITY, TEXAS
303 E. Pecan Drive (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

Rhonda Stell, Mayor

Date: _____

Attest:

Whitney Walston, City Secretary

Date: _____

DRAFT

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this _____ day of _____, 2023 by Rhonda Stell, Mayor of the City of Johnson City, Texas, a Texas Type A general law municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date: _____

DEVELOPER: TX-290-1131, LLC, a Texas Limited Partnership
4064 West US Highway 290
Johnson City, TX 78636 USA

Signature

Printed Name

Title

Date: _____

Signature

Printed Name

TX-290-1131, LLC Secretary

Date: _____

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____, on behalf of _____, General Partner of TX-290-1031, LLC, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date: _____