

Rick Schroder

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From: Teresa Babb
Sent: Wednesday, March 15, 2023 3:35 PM
To: Rick Schroder
Cc: Stephanie Fisher
Subject: Hill Country Springs

Hi Rick,

I'm not sure if you already have the HCS project on the agenda for next week, but Councilwoman Fisher and I would like to have it as a Discussion item only. We'd like to continue the conversation.

Thanks

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 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: _____

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 1226
 JOHNSON CITY, TEXAS 78838

PHONE: 830-888-2574
 TEXAS FIRM NO. 100897-00

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. 167, 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 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 1008 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°39'53"W, 831.57 feet to a 3/8" iron rod found for a lower northwest corner of said 50.48 acres and being in the east line of that certain 67 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 4.67 acres, N88°20'09"E, 259.89 feet to a three (3) inch metal fence post found for an oil 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, S01°38'54"W, 780.80 feet to a 3/8" iron rod found for the most northwest corner of said 50.48 acres and being the northeast corner of said 4.67 acres and being in the south right-of-way line of U.S. Highway No. 280;

THENCE along a line along a highway, the following four (4) courses:

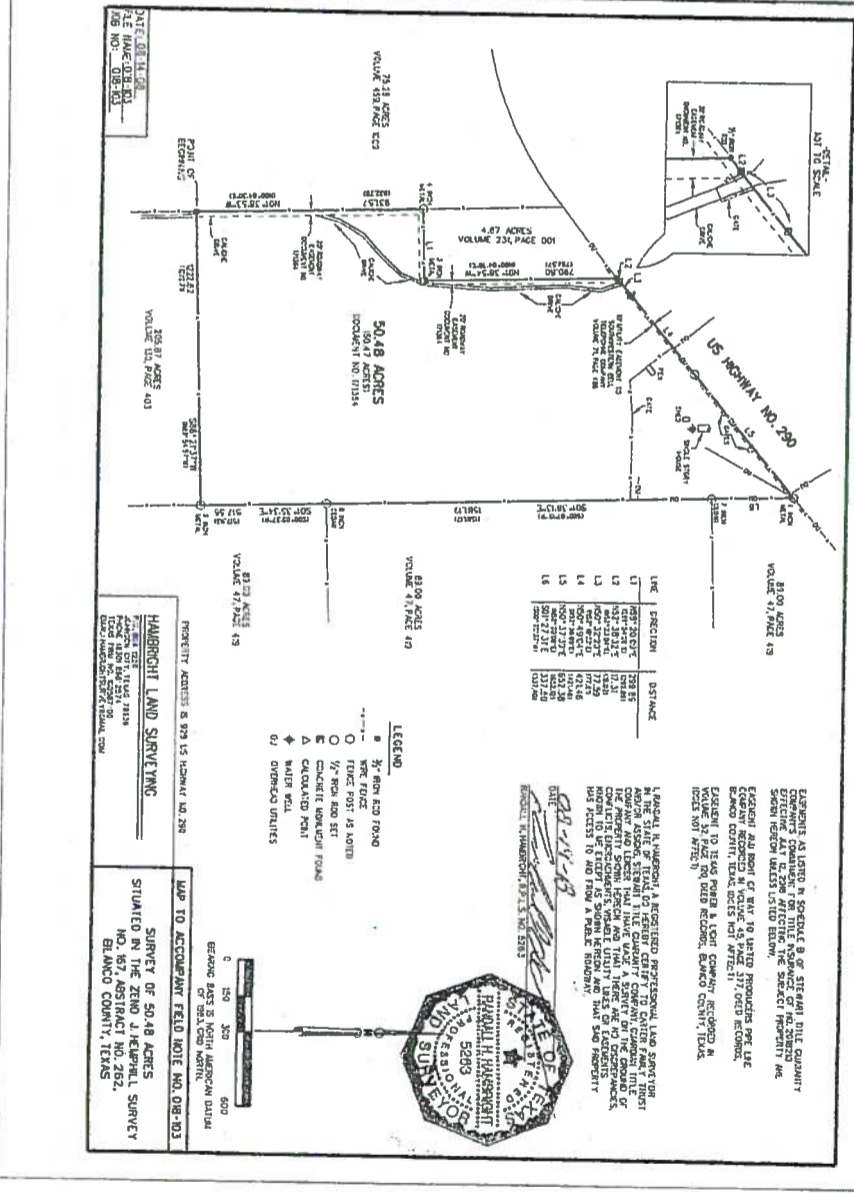
1. N52°48'32"E, 17.31 feet to a concrete highway monument found;
2. N50°32'20"E, 77.59 feet to a concrete highway monument found;
3. N50°49'04"E, 421.46 feet to a 1/2" iron rod, capped with H.L.S. 5283, set;
4. N50°37'39"E, 652.38 feet to a four (4) inch metal fence post found for the northeast corner 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, 517.66 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



LEGEND
 ● 3/8" IRON ROD
 ○ 1/2" IRON ROD
 ○ 1/2" IRON ROD SET
 ▲ CONCRETE BENCHMARK
 ◆ WATER WELL
 ◊ OPENING IN FENCE

HAMBRIGHT LAND SURVEYING
 1000 WEST 15TH STREET
 JOHNSON CITY, TEXAS 78838
 PHONE: 830-888-2574
 FAX: 830-888-2575
 LICENSE NO. 5283

MAP TO ACCOMPANY FIELD NOTE NO. 018-103
 SURVEY OF 50.48 ACRES
 SITUATED IN THE ZENO J. HEMPHILL SURVEY NO. 167, ABSTRACT NO. 282, BLANCO COUNTY, TEXAS

<p>CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p>	<p>TITLE SURVEY HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p>	<p>4 CUATRO Consultants, LTD. Registration No. T-3324 4401 Kyle Commack, Suite A Phone: (512) 512-2040 Fax: (512) 512-5358 Kyle, Texas 78640 e-mail: cuatro@cuatrosurveying.com</p>	<p>DATE: NOVEMBER 2022</p>	<p>REVISION</p>	<p>DESCRIPTION</p>	<p>BY:</p>	<p>DATE:</p>
			<p>PROJECT: 21-282</p> <p>DRAWING'S NAME: 02-21-282 TITLE SURVEY</p> <p>DESIGN: HE, J.</p> <p>DRAWN: HE, J.</p> <p>APPROVED: HE, J.</p> <p>SHEET: 2 OF 27</p>		<p>11/9/22</p>		

EXHIBIT "B"

PROJECT SITE PLAN

DRAFT

HAMBRIGHT LAND SURVEYING
 P.O. BOX 7228
 JOHNSON CITY, TEXAS 78838
 PHONE (830) 866-2574
 TEXAS FIRM 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 CLERK'S DOCUMENT NUMBER 171364 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE ZENO J. HEMPHILL SURVEY NO. 167, 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 469, 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°38'53"W, 831.67 feet to a four (4) inch metal fence post found for a lower northwest corner of said 50.48 acres and being the southwest corner of that certain 4.67 acre tract of land described in Volume 231, Page 001 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, 299.89 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, 750.80 feet to a 1/2" iron rod found for the most northwest corner of said 50.48 acres, being the northeast corner of said 4.67 acres and being in the south 1/4-section of U.S. Highway No. 280;

THENCE generally along a fence, along the north line of said 50.48 acres and the south 1/4-section of U.S. Highway No. 280, the following four (4) courses:

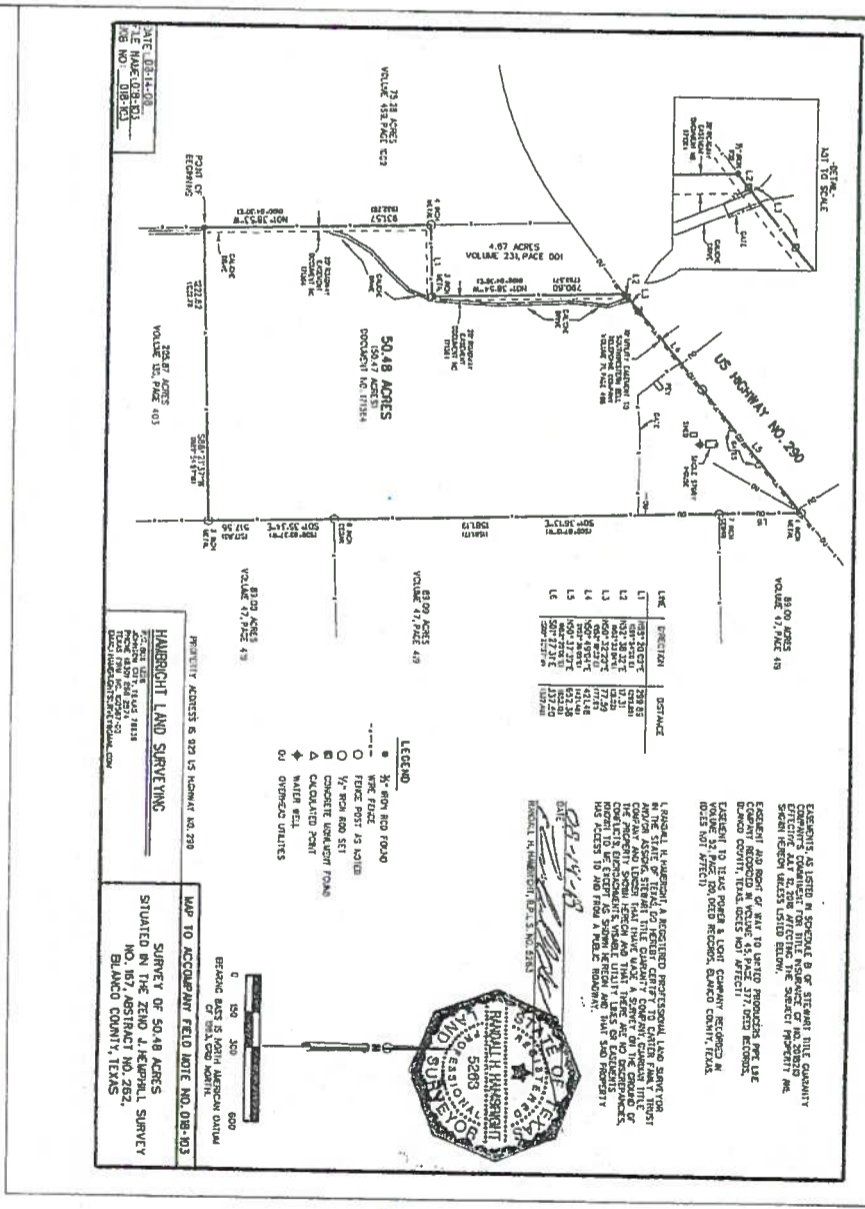
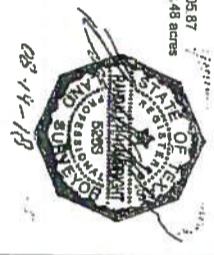
1. N52°38'32"E, 17.31 feet to a concrete highway monument found;
2. N50°32'20"E, 77.59 feet to a 1/2" iron rod found;
3. N50°48'04"E, 421.46 feet to a 1/2" iron rod found;
4. N50°37'39"E, 652.38 feet to a four (4) inch metal fence post found for the northeast corner of said 50.48 acres and being the 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°27'21"E, 327.59 feet to a seven (7) inch cedar fence post found;
2. S01°36'13"E, 1484.10 feet to a six (6) inch cedar fence post found;
3. S01°35'34"E, 517.56 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.

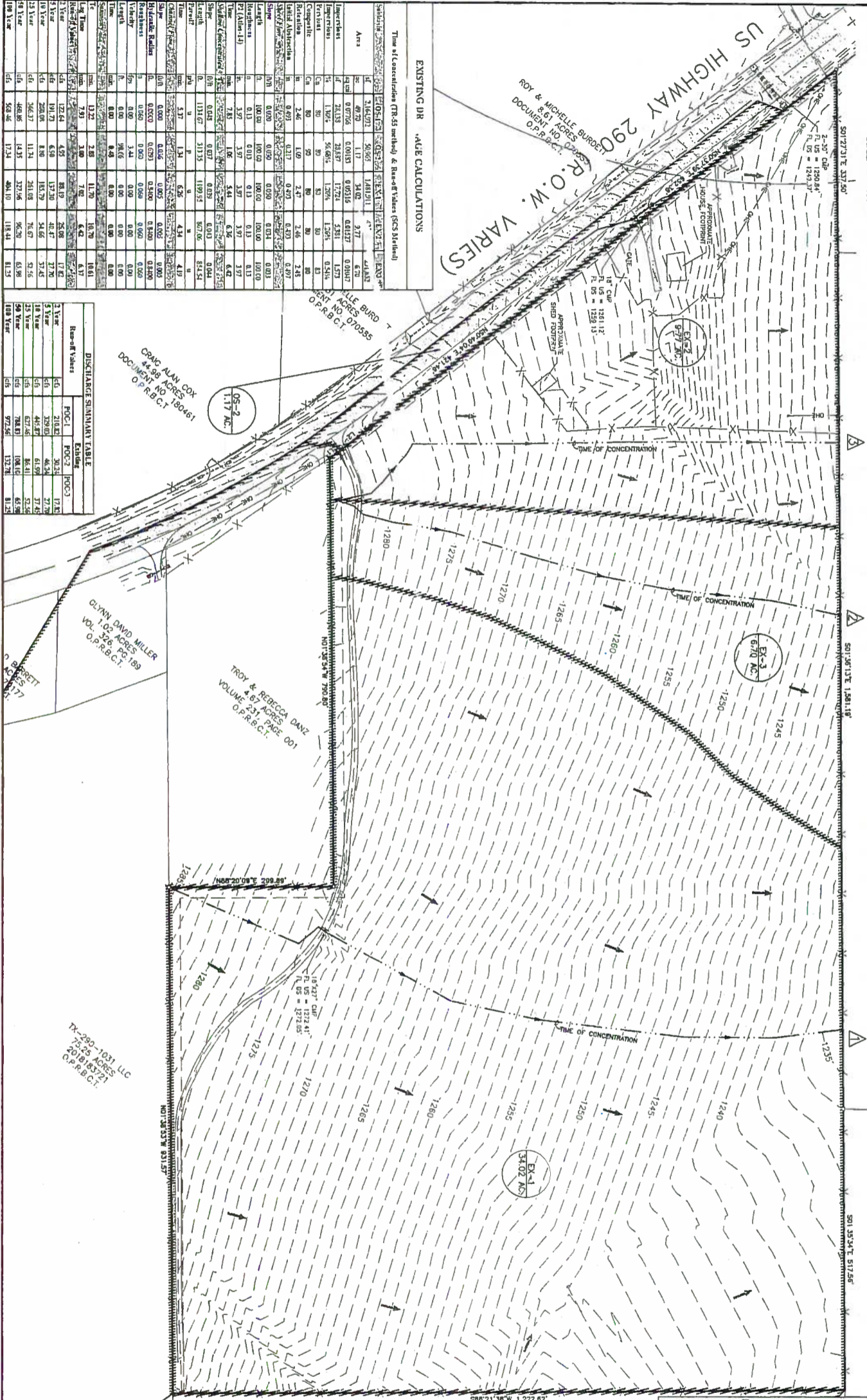
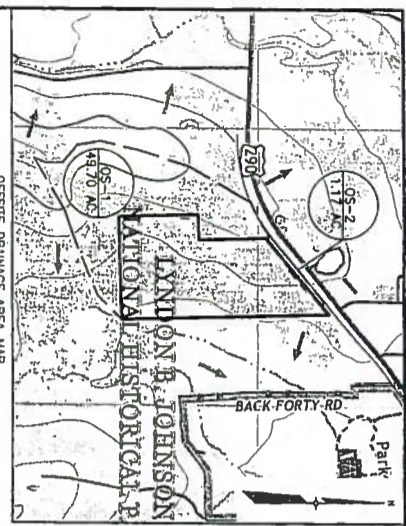
FN 018-103



REVISION	DESCRIPTION	BY:	DATE:

CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591		TITLE SURVEY HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS		 4 CUATRO Consultants, LTD. Registration No. P-3522 1401 Kyle County, Suite A Phone: (817) 912-9010 Fax: (817) 912-9599 Kyle, Texas 78640 e-mail: cuatro@cuatroconsultants.com	
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DATE:	NOVEMBER 2022
PROJECT:	21-282
DRAWING'S NAME:	02-21-282, TITLE SURVEY
DESIGNER:	CHECKED: H.E. JR.
EXAMINER:	APPROVED: H.E. JR.
SHEET:	2 OF 27



EXISTING DR DRAINAGE CALCULATIONS

Time of Concentration (TR-55 method) & Rational Values (SCS Method)

Area	Area (Ac)	Length (ft)	Time of Concentration (min)	Rational Runoff (cfs)
EX-1	1.17	111	3.77	6.71
EX-2	0.72	111	3.77	6.71
EX-3	0.01	111	3.77	6.71
EX-4	0.01	111	3.77	6.71
Total	2.91	111	3.77	20.84

DISCHARGE SUMMARY TABLE

Return Period	Peak Discharge (cfs)	Time of Concentration (min)
1 Year	20.84	3.77
5 Year	21.82	3.77
10 Year	22.80	3.77
25 Year	24.78	3.77
50 Year	26.76	3.77
100 Year	28.74	3.77

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		ROADWAY LINE
		CATCHMENT AREA
		DRAINAGE CHANNEL
		STRUCTURE
		SPOT ELEVATION
		CONTOUR LINE
		TIME OF CONCENTRATION
		PROPERTY BOUNDARY
		EASEMENT
		UTILITY LINE
		TREE
		FENCE
		BOUNDARY LINE
		DRAINAGE EASEMENT
		DRAINAGE EASEMENT

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.
 3524
 1235 S. 04 Ave. #13 3
 www.cuatroinc.com

DATE: NOVEMBER 2022

PROJECT: 21-042

DRAWING: 06-21-2023 EXISTING DRAINAGE CONDITIONS

DESIGNER: MGB

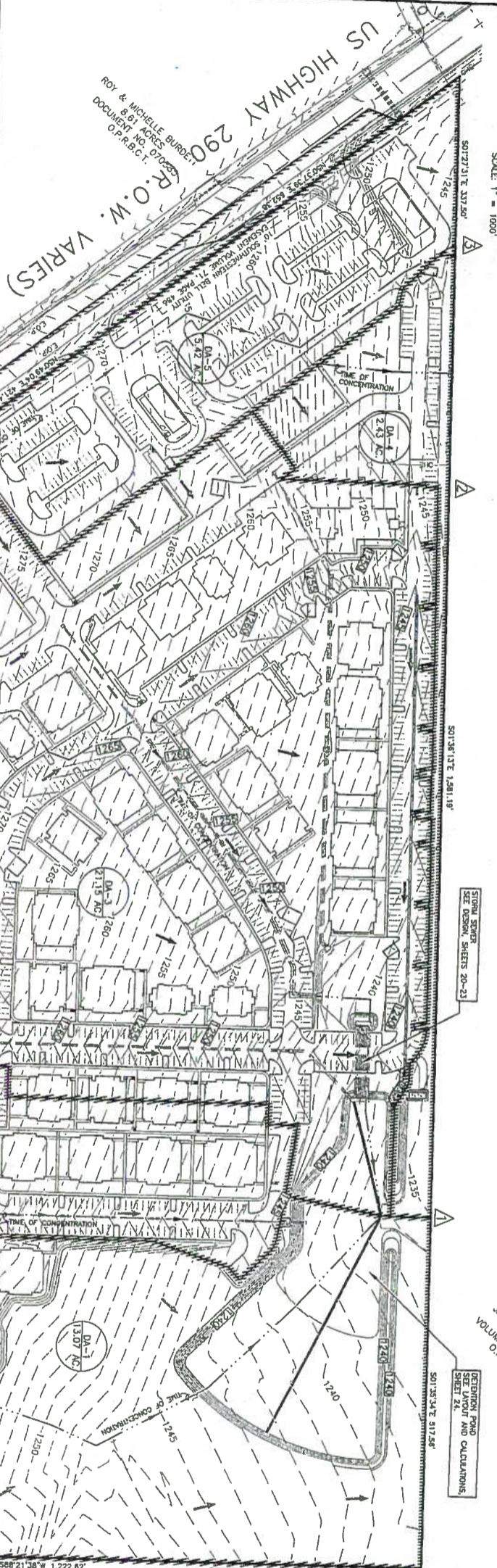
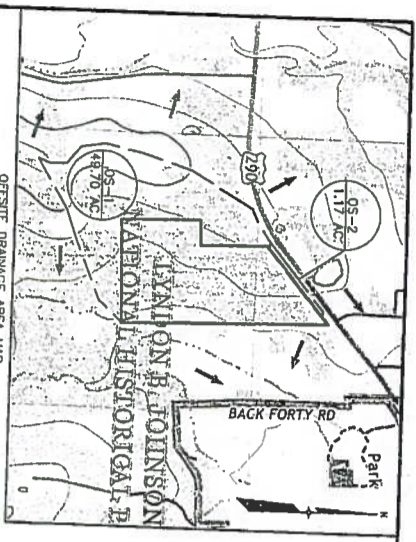
CHECKER: MGB

APPROVED: MGB

SHEET: 6 OF 27



REVISION	DESCRIPTION	BY:	DATE:



PROPOSED DRAINAGE CALCULATIONS

Time of Concentration (TR-55 method) & Time of Arrival (PCS Method)

Subcatchment	Area	DR-1	DR-2	DR-3	DR-4	DR-5
1	1.17	1.17	1.17	1.17	1.17	1.17
2	1.17	1.17	1.17	1.17	1.17	1.17
3	1.17	1.17	1.17	1.17	1.17	1.17
4	1.17	1.17	1.17	1.17	1.17	1.17
5	1.17	1.17	1.17	1.17	1.17	1.17
6	1.17	1.17	1.17	1.17	1.17	1.17
7	1.17	1.17	1.17	1.17	1.17	1.17
8	1.17	1.17	1.17	1.17	1.17	1.17
9	1.17	1.17	1.17	1.17	1.17	1.17
10	1.17	1.17	1.17	1.17	1.17	1.17
11	1.17	1.17	1.17	1.17	1.17	1.17
12	1.17	1.17	1.17	1.17	1.17	1.17
13	1.17	1.17	1.17	1.17	1.17	1.17
14	1.17	1.17	1.17	1.17	1.17	1.17
15	1.17	1.17	1.17	1.17	1.17	1.17
16	1.17	1.17	1.17	1.17	1.17	1.17
17	1.17	1.17	1.17	1.17	1.17	1.17
18	1.17	1.17	1.17	1.17	1.17	1.17
19	1.17	1.17	1.17	1.17	1.17	1.17
20	1.17	1.17	1.17	1.17	1.17	1.17
21	1.17	1.17	1.17	1.17	1.17	1.17
22	1.17	1.17	1.17	1.17	1.17	1.17
23	1.17	1.17	1.17	1.17	1.17	1.17
24	1.17	1.17	1.17	1.17	1.17	1.17
25	1.17	1.17	1.17	1.17	1.17	1.17
26	1.17	1.17	1.17	1.17	1.17	1.17
27	1.17	1.17	1.17	1.17	1.17	1.17
28	1.17	1.17	1.17	1.17	1.17	1.17
29	1.17	1.17	1.17	1.17	1.17	1.17
30	1.17	1.17	1.17	1.17	1.17	1.17
31	1.17	1.17	1.17	1.17	1.17	1.17
32	1.17	1.17	1.17	1.17	1.17	1.17
33	1.17	1.17	1.17	1.17	1.17	1.17
34	1.17	1.17	1.17	1.17	1.17	1.17
35	1.17	1.17	1.17	1.17	1.17	1.17
36	1.17	1.17	1.17	1.17	1.17	1.17
37	1.17	1.17	1.17	1.17	1.17	1.17
38	1.17	1.17	1.17	1.17	1.17	1.17
39	1.17	1.17	1.17	1.17	1.17	1.17
40	1.17	1.17	1.17	1.17	1.17	1.17
41	1.17	1.17	1.17	1.17	1.17	1.17
42	1.17	1.17	1.17	1.17	1.17	1.17
43	1.17	1.17	1.17	1.17	1.17	1.17
44	1.17	1.17	1.17	1.17	1.17	1.17
45	1.17	1.17	1.17	1.17	1.17	1.17
46	1.17	1.17	1.17	1.17	1.17	1.17
47	1.17	1.17	1.17	1.17	1.17	1.17
48	1.17	1.17	1.17	1.17	1.17	1.17
49	1.17	1.17	1.17	1.17	1.17	1.17
50	1.17	1.17	1.17	1.17	1.17	1.17
51	1.17	1.17	1.17	1.17	1.17	1.17
52	1.17	1.17	1.17	1.17	1.17	1.17
53	1.17	1.17	1.17	1.17	1.17	1.17
54	1.17	1.17	1.17	1.17	1.17	1.17
55	1.17	1.17	1.17	1.17	1.17	1.17
56	1.17	1.17	1.17	1.17	1.17	1.17
57	1.17	1.17	1.17	1.17	1.17	1.17
58	1.17	1.17	1.17	1.17	1.17	1.17
59	1.17	1.17	1.17	1.17	1.17	1.17
60	1.17	1.17	1.17	1.17	1.17	1.17
61	1.17	1.17	1.17	1.17	1.17	1.17
62	1.17	1.17	1.17	1.17	1.17	1.17
63	1.17	1.17	1.17	1.17	1.17	1.17
64	1.17	1.17	1.17	1.17	1.17	1.17
65	1.17	1.17	1.17	1.17	1.17	1.17
66	1.17	1.17	1.17	1.17	1.17	1.17
67	1.17	1.17	1.17	1.17	1.17	1.17
68	1.17	1.17	1.17	1.17	1.17	1.17
69	1.17	1.17	1.17	1.17	1.17	1.17
70	1.17	1.17	1.17	1.17	1.17	1.17
71	1.17	1.17	1.17	1.17	1.17	1.17
72	1.17	1.17	1.17	1.17	1.17	1.17
73	1.17	1.17	1.17	1.17	1.17	1.17
74	1.17	1.17	1.17	1.17	1.17	1.17
75	1.17	1.17	1.17	1.17	1.17	1.17
76	1.17	1.17	1.17	1.17	1.17	1.17
77	1.17	1.17	1.17	1.17	1.17	1.17
78	1.17	1.17	1.17	1.17	1.17	1.17
79	1.17	1.17	1.17	1.17	1.17	1.17
80	1.17	1.17	1.17	1.17	1.17	1.17
81	1.17	1.17	1.17	1.17	1.17	1.17
82	1.17	1.17	1.17	1.17	1.17	1.17
83	1.17	1.17	1.17	1.17	1.17	1.17
84	1.17	1.17	1.17	1.17	1.17	1.17
85	1.17	1.17	1.17	1.17	1.17	1.17
86	1.17	1.17	1.17	1.17	1.17	1.17
87	1.17	1.17	1.17	1.17	1.17	1.17
88	1.17	1.17	1.17	1.17	1.17	1.17
89	1.17	1.17	1.17	1.17	1.17	1.17
90	1.17	1.17	1.17	1.17	1.17	1.17
91	1.17	1.17	1.17	1.17	1.17	1.17
92	1.17	1.17	1.17	1.17	1.17	1.17
93	1.17	1.17	1.17	1.17	1.17	1.17
94	1.17	1.17	1.17	1.17	1.17	1.17
95	1.17	1.17	1.17	1.17	1.17	1.17
96	1.17	1.17	1.17	1.17	1.17	1.17
97	1.17	1.17	1.17	1.17	1.17	1.17
98	1.17	1.17	1.17	1.17	1.17	1.17
99	1.17	1.17	1.17	1.17	1.17	1.17
100	1.17	1.17	1.17	1.17	1.17	1.17

Run-off Values

Run-off Values	POC-1	POC-2	POC-3	POC-4	POC-5
1 Year	0.45	0.45	0.45	0.45	0.45
5 Year	0.55	0.55	0.55	0.55	0.55
10 Year	0.65	0.65	0.65	0.65	0.65
15 Year	0.75	0.75	0.75	0.75	0.75
20 Year	0.85	0.85	0.85	0.85	0.85
25 Year	0.95	0.95	0.95	0.95	0.95
30 Year	1.05	1.05	1.05	1.05	1.05
35 Year	1.15	1.15	1.15	1.15	1.15
40 Year	1.25	1.25	1.25	1.25	1.25
45 Year	1.35	1.35	1.35	1.35	1.35
50 Year	1.45	1.45	1.45	1.45	1.45
55 Year	1.55	1.55	1.55	1.55	1.55
60 Year	1.65	1.65	1.65	1.65	1.65
65 Year	1.75	1.75	1.75	1.75	1.75
70 Year	1.85	1.85	1.85	1.85	1.85
75 Year	1.95	1.95	1.95	1.95	1.95
80 Year	2.05	2.05	2.05	2.05	2.05
85 Year	2.15	2.15	2.15	2.15	2.15
90 Year	2.25	2.25	2.25	2.25	2.25
95 Year	2.35	2.35	2.35	2.35	2.35
100 Year	2.45	2.45	2.45	2.45	2.45

DISCHARGE SUMMARY TABLE

Run-off Values	POC-1	POC-2	POC-3	POC-4	POC-5
1 Year	0.45	0.45	0.45	0.45	0.45
5 Year	0.55	0.55	0.55	0.55	0.55
10 Year	0.65	0.65	0.65	0.65	0.65
15 Year	0.75	0.75	0.75	0.75	0.75
20 Year	0.85	0.85	0.85	0.85	0.85
25 Year	0.95	0.95	0.95	0.95	0.95
30 Year	1.05	1.05	1.05	1.05	1.05
35 Year	1.15	1.15	1.15	1.15	1.15
40 Year	1.25	1.25	1.25	1.25	1.25
45 Year	1.35	1.35	1.35	1.35	1.35
50 Year	1.45	1.45	1.45	1.45	1.45
55 Year	1.55	1.55	1.55	1.55	1.55
60 Year	1.65	1.65	1.65	1.65	1.65
65 Year	1.75	1.75	1.75	1.75	1.75
70 Year	1.85	1.85	1.85	1.85	1.85
75 Year	1.95	1.95	1.95	1.95	1.95
80 Year	2.05	2.05	2.05	2.05	2.05
85 Year	2.15	2.15	2.15	2.15	2.15
90 Year	2.25	2.25	2.25	2.25	2.25
95 Year	2.35	2.35	2.35	2.35	2.35
100 Year	2.45	2.45	2.45	2.45	2.45

FREQUENCY

Run-off Values	N (INCHES)
1 Year	3.97
5 Year	5.38
10 Year	6.58
15 Year	7.58
20 Year	8.35
25 Year	8.95
30 Year	9.45
35 Year	9.85
40 Year	10.25
45 Year	10.65
50 Year	11.05
55 Year	11.45
60 Year	11.85
65 Year	12.25
70 Year	12.65
75 Year	13.05
80 Year	13.45
85 Year	13.85
90 Year	14.25
95 Year	14.65
100 Year	15.05

NOTES:

- DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION, OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION ROADS OR ANY DRAINAGE FACILITIES.
- EXISTING DRAINAGE CONVEYANCE METHOD OF THE SOUTH SIDE OF US HIGHWAY 290 UPSTREAM AND THE PAVED AND GRAVEL FLOOR LINE THEREFORE THIS PROJECT WILL MAINTAIN THE EXISTING FLOW CONDITION AND ACCEPTED DESIGN WITH THIS DRAINAGE CONVEYANCE METHOD. NO CULVERTS ARE REQUIRED AT PROPOSED DRIVEWAYS.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(Symbol)	(Symbol)	BOUNDARY LINE
(Symbol)	(Symbol)	EXISTING ROADS
(Symbol)	(Symbol)	PROPOSED ROADS
(Symbol)	(Symbol)	PROPOSED DRIVEWAYS
(Symbol)	(Symbol)	PROPOSED SIDEWALKS
(Symbol)	(Symbol)	PROPOSED BIKEWAYS
(Symbol)	(Symbol)	PROPOSED TRAILS
(Symbol)	(Symbol)	PROPOSED UTILITIES
(Symbol)	(Symbol)	PROPOSED DRAINAGE
(Symbol)	(Symbol)	PROPOSED CONCRETE
(Symbol)	(Symbol)	PROPOSED ASPHALT
(Symbol)	(Symbol)	PROPOSED GRAVEL
(Symbol)	(Symbol)	PROPOSED SAND
(Symbol)	(Symbol)	PROPOSED SOIL
(Symbol)	(Symbol)	PROPOSED VEGETATION
(Symbol)	(Symbol)	PROPOSED TREES
(Symbol)	(Symbol)	PROPOSED SHRUBS
(Symbol)	(Symbol)	PROPOSE

- SEQUENCE OF CONSTRUCTION**
- NO GRADING OR EROSION CONTROL MEASURES SHALL BE DONE UNTIL THE APPROVED EROSION CONTROL PLAN IS IN PLACE.
1. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND STABILIZED CONSTRUCTION ENTRANCE.
 2. HOLD PRE-CONSTRUCTION CONFERENCE.
 3. ROUGH GRADE THE POND(S) AT 100% PROPOSED CONCRETE FINISH. THE PERMANENT OUTLET STRUCTURE OR A TEMPORARY DIVERSION OF CONSTRUCTION RUNOFF TO DEVELOPMENT OF CONDUIT SHALL BE INSTALLED PRIOR TO THE GRADING OF THE CONDUIT. THE OUTLET SYSTEM MUST CONSIST OF A SUMP PIT, OUTLET AND AN EMERGENCY SPILLWAY. THE SPILLWAY SHALL BE PROTECTED FROM EROSION AND SHALL BE INSTALLED PRIOR TO THE GRADING OF THE CONDUIT. THE SYSTEM SHALL BE PROTECTED FROM EROSION AND SHALL BE INSTALLED PRIOR TO THE GRADING OF THE CONDUIT.
 4. ROUGH GRADE DRIVEWAYS AND PARKING AREAS.
 5. INSTALL ALL UTILITIES IN HOLES-OF-LAY.
 6. RE-GRADE AND FINISH DRIVEWAYS, SIDEWALKS, AND CITY INSPECTOR APPROVED/ACCEPT SUBGRADE PREPARATION.
 7. CONDUCT PROTECTION OF SUBGRADE.
 8. INSURE ALL UNDERGROUND UTILITY CROSSINGS ARE IN PLACE INCLUDING SLEEVES FOR DRY UTILITIES AND INSTALL FIRST COURSE OF BASE.
 9. INSTALL CURBS, IN-PAV AND MISCELLANEOUS CONCRETE.
 10. INSTALL SECOND COURSE OF BASE.
 11. LAY ASPHALT OR CONCRETE PAVEMENT.
 12. FINAL GRADE ANY DISTURBED AREAS DEPENDS OF STORM IN AN AREA.
 13. RE-CONSTRUCT ALL DISTURBED AREAS DEPENDS OF STORM IN AN AREA.
 14. SCHEDULE FINAL INSPECTION WITH ENGINEER'S REPRESENTATIVE AND LOCAL INSPECTOR AS APPLICABLE EROSION CONTROL SHALL BE REMOVED.

- EROSION CONTROL NOTES:**
1. CONTRACTOR SHALL INSTALL AND MAINTAIN SEE THROUGHOUT CONSTRUCTION EROSION CONTROL MEASURES AS SHOWN ON SHEETS 8 OF 27 AS SOON AS PRACTICALLY POSSIBLE.
 2. SEE SHEET FOR EROSION CONTROL SHEET 4 AND FOR EROSION CONTROL DETAILS SEE SHEET 23.
 3. LOCATION OF CONTROLS IS SHOWN FOR SCHEDULING PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATING THESE 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 ONCE FILLED TO THE TOP OF THE ABOVE GRADE SHALL BE COVERED WITH CONCRETE WASHOUT MAT.
 6. CONCRETE WASHOUT MAT SHALL HAVE A SOIL BINDERING AGENT.
 7. ANY TRUCKING OF LOADS OFF OR ONTO A PUBLIC ROAD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS AS DIRECTED BY THE CITY OF JOHNSON CITY.

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

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

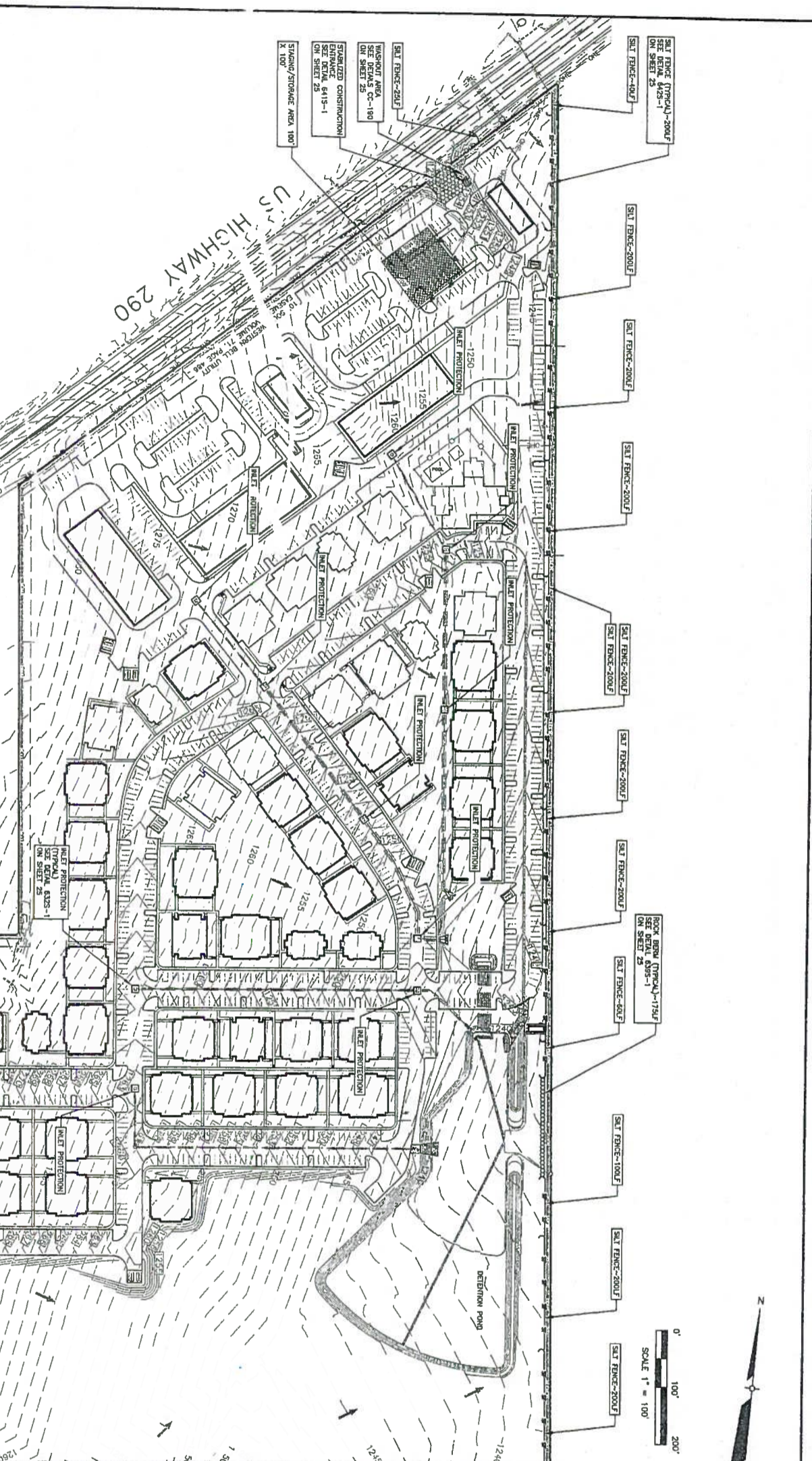
PROJECT:
 HILL COUNTRY SPRINGS
 APARTMENTS
 JOHNSON CITY, TEXAS

DATE:
 NOVEMBER 2022

DRAWING 5 UNIT EROSION CONTROL PLAN

DESIGNER: HE, J.
APPROVED: HE, J.
DATE: 11/15/22

SHEET:
 8 OF 27

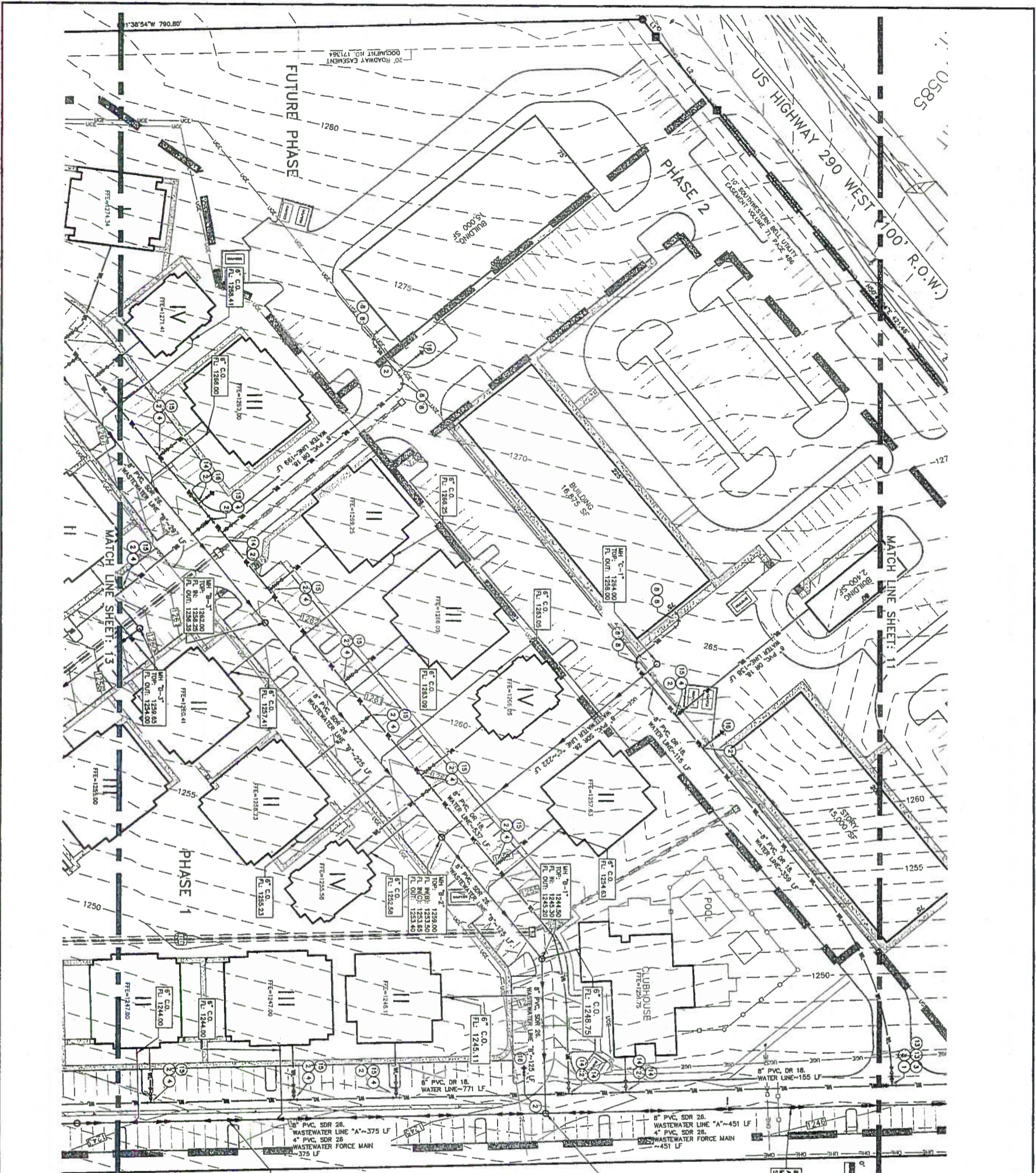


LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	EXISTING ROADWAY
---	---	PROPOSED ROADWAY
---	---	EXISTING UTILITY
---	---	PROPOSED UTILITY
---	---	EXISTING CONCRETE
---	---	PROPOSED CONCRETE
---	---	EXISTING ASPHALT
---	---	PROPOSED ASPHALT
---	---	EXISTING GRAVEL
---	---	PROPOSED GRAVEL
---	---	EXISTING SAND
---	---	PROPOSED SAND
---	---	EXISTING SILT FENCE
---	---	PROPOSED SILT FENCE
---	---	EXISTING SEDIMENT BASIN
---	---	PROPOSED SEDIMENT BASIN
---	---	EXISTING STABILIZED CONSTRUCTION ENTRANCE
---	---	PROPOSED STABILIZED CONSTRUCTION ENTRANCE
---	---	EXISTING CONCRETE WASHOUT AREA
---	---	PROPOSED CONCRETE WASHOUT AREA
---	---	EXISTING EROSION CONTROL MEASURE
---	---	PROPOSED EROSION CONTROL MEASURE

4CUATRO Consultants, LTD.
 Registration No. P-5524
 2001 Kyle Crossing, Suite A, Phone: (512) 512-5210 Fax: (512) 512-5599
 Kyle, Texas 78140
 email: cmat@4cuatrosconsultants.com

HUGO ELIZONDO JR.
 LICENSED PROFESSIONAL ENGINEER
 68781
 11/15/22



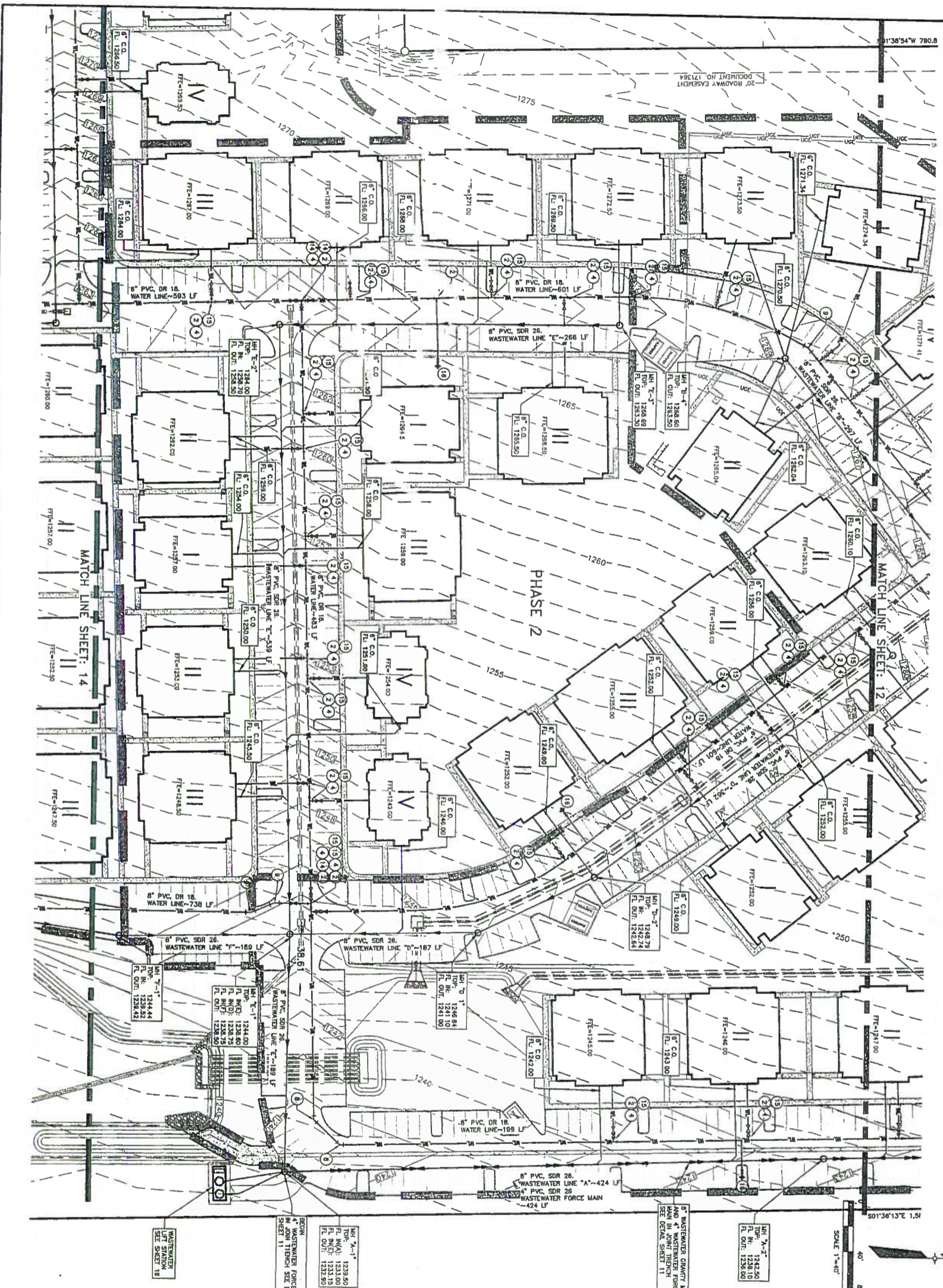
EXISTING	PROPOSED	DESCRIPTION
---	---	BOUNDARY LINE
---	---	EXISTING BOUNDARY
---	---	PROPOSED BOUNDARY
---	---	LOT LINE
---	---	CENTER LINE OF STREET
---	---	WATER LINE
---	---	FIRE HYDRANT
---	---	WATER METER
---	---	FLUSH VALVE
---	---	AIR RELEASE VALVE
---	---	WASTEWATER LINE
---	---	FORCE MAIN
---	---	WASTEWATER CLEANOUT
---	---	WASTEWATER SERVICE
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND ELECTRIC
---	---	TRANSFORMER BOX
---	---	LIGHT POLE
---	---	POWER POLE
---	---	DAY WIRE
---	---	STORM SEWER
---	---	CAST IRON PIPE
---	---	OVER HEAD TELEPHONE
---	---	FEEDER OPTIC CABLE
---	---	DATA LINE
---	---	PARALLEL (SAND)
---	---	CONCRETE
---	---	CHAIN LINK FENCE
---	---	WOOD FENCE
---	---	DANGER WIRE FENCE
---	---	TRAFFIC FLOW
---	---	WINDUP SPACE
---	---	PRE LANE
---	---	5 SEPARATE/CLAN ZONE
---	---	7 PLANNING ZONE
---	---	AMINO AREA
---	---	MAX ACCESSIBLE POINT
---	---	PHASE LINE
---	---	PHASE NUMBER

- 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 PRE HYDRANT ASSEMBLY
 - 17 12" PLUG, M.I.
 - 18 6" TEE, M.I.

- CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL EXTEND WASTEWATER SERVICE LATERALS TO TWO-BAY GARAGE.
 2. WATER TAPS, WATER BACKFLOW PREVENTERS AND SERVICE LINE SHALL BE INSTALLED PER CITY DETAILS.
 3. CONTRACTOR SHALL ADJUST TOP OF EXISTING AS NECESSARY.
 4. FOR ELECTRICAL SERVICE LINES AND TRANSFORMER PAD LOCATIONS SEE ARCHITECTURAL PLANS.
 5. CONTRACTOR SHALL ADJUST EXISTING MANHOLE TO CELLAR.
 6. EXISTING OVERHEAD ELECTRIC LINES TO BE RELOCATED PER ME DESIGN.
- REFERENCE NOTES:**
1. FOR STORM WATER SEWER PLAN, SEE SHEETS 19-22.
 2. FOR STORM WATER SEWER DETAILS, SEE SHEET 25.
 3. FOR WASTEWATER SEWER DETAILS, SEE SHEET 26.
 4. FOR WATER LINE DETAILS, SEE SHEET 27.

<p>CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591</p>	<p>UTILITY LAYOUT 2 OF 4</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p>	<p>4 CUATRO Consultants, LTD.</p> <p>Registration No. P-5322</p> <p>1401 Kyle Crossing, Suite A, P.O. Box 5112, 5112-5199 Kyle, Texas 76001</p>	<p>REVISION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE										<p>DATE: NOVEMBER 2022</p> <p>DESIGNER: H.E. J.</p> <p>CHECKED: H.E. J.</p> <p>APPROVED: H.E. J.</p> <p>SHEET: 12 OF 27</p>
NO.	DESCRIPTION	DATE														





EXISTING	PROPOSED	DESCRIPTION
---	---	BOUNDARY LINE
---	---	EXISTING BOUNDARY
---	---	PROPOSED BOUNDARY
---	---	EXISTING CURB
---	---	PROPOSED CURB
---	---	EXISTING SIDEWALK
---	---	PROPOSED SIDEWALK
---	---	EXISTING DRIVE
---	---	PROPOSED DRIVE
---	---	EXISTING WATER MAIN
---	---	PROPOSED WATER MAIN
---	---	EXISTING WASTE WATER
---	---	PROPOSED WASTE WATER
---	---	EXISTING FIRE MAIN
---	---	PROPOSED FIRE MAIN
---	---	EXISTING AIR RELIEF VALVE
---	---	PROPOSED AIR RELIEF VALVE
---	---	EXISTING WASTE WATER LINE
---	---	PROPOSED WASTE WATER LINE
---	---	EXISTING FORCE MAIN
---	---	PROPOSED FORCE MAIN
---	---	EXISTING MANHOLE
---	---	PROPOSED MANHOLE
---	---	EXISTING WASTE WATER CLEANOUT
---	---	PROPOSED WASTE WATER CLEANOUT
---	---	EXISTING WASTE WATER SERVICE
---	---	PROPOSED WASTE WATER SERVICE
---	---	EXISTING UNDERGROUND ELECTRIC
---	---	PROPOSED UNDERGROUND ELECTRIC
---	---	EXISTING TRANSFORMER BOX
---	---	PROPOSED TRANSFORMER BOX
---	---	EXISTING LIGHT POLE
---	---	PROPOSED LIGHT POLE
---	---	EXISTING POWER POLE
---	---	PROPOSED POWER POLE
---	---	EXISTING DAY WALK
---	---	PROPOSED DAY WALK
---	---	EXISTING STORM SEWER
---	---	PROPOSED STORM SEWER
---	---	EXISTING CUP/ROD PIPES
---	---	PROPOSED CUP/ROD PIPES
---	---	EXISTING OVER HEAD TELEPHONE
---	---	PROPOSED OVER HEAD TELEPHONE
---	---	EXISTING FIBER OPTIC CABLE
---	---	PROPOSED FIBER OPTIC CABLE
---	---	EXISTING GAS LINE
---	---	PROPOSED GAS LINE
---	---	EXISTING PAVEMENT (HMA)
---	---	PROPOSED PAVEMENT (HMA)
---	---	EXISTING CONCRETE
---	---	PROPOSED CONCRETE
---	---	EXISTING CHAIN LINK FENCE
---	---	PROPOSED CHAIN LINK FENCE
---	---	EXISTING WOOD FENCE
---	---	PROPOSED WOOD FENCE
---	---	EXISTING BARBED WIRE FENCE
---	---	PROPOSED BARBED WIRE FENCE
---	---	EXISTING TRAFFIC SIGN
---	---	PROPOSED TRAFFIC SIGN
---	---	EXISTING MANHOLE
---	---	PROPOSED MANHOLE
---	---	EXISTING FIRE LINE
---	---	PROPOSED FIRE LINE
---	---	EXISTING FENCE
---	---	PROPOSED FENCE
---	---	EXISTING PLANTING
---	---	PROPOSED PLANTING
---	---	EXISTING FISHING AREA
---	---	PROPOSED FISHING AREA
---	---	EXISTING ADA ACCESS
---	---	PROPOSED ADA ACCESS
---	---	EXISTING DRIVE
---	---	PROPOSED DRIVE
---	---	EXISTING DRIVE
---	---	PROPOSED DRIVE

WATER FINISH 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 6" X 45' BEND, M.J.
- 11 12" X 10" REDUCER, M
- 12 8" PL. G. M.J.
- 13 12" GATE VALVE WITH ALVE BOX, M
- 14 8" GATE VALVE WITH VALVE BOX, M.J.
- 15 6" GATE VALVE WITH VALVE BOX, M.J.
- 16 12" PLUG, M.J.
- 17 6" TEE, M.J.

CONSTRUCTION NOTES:

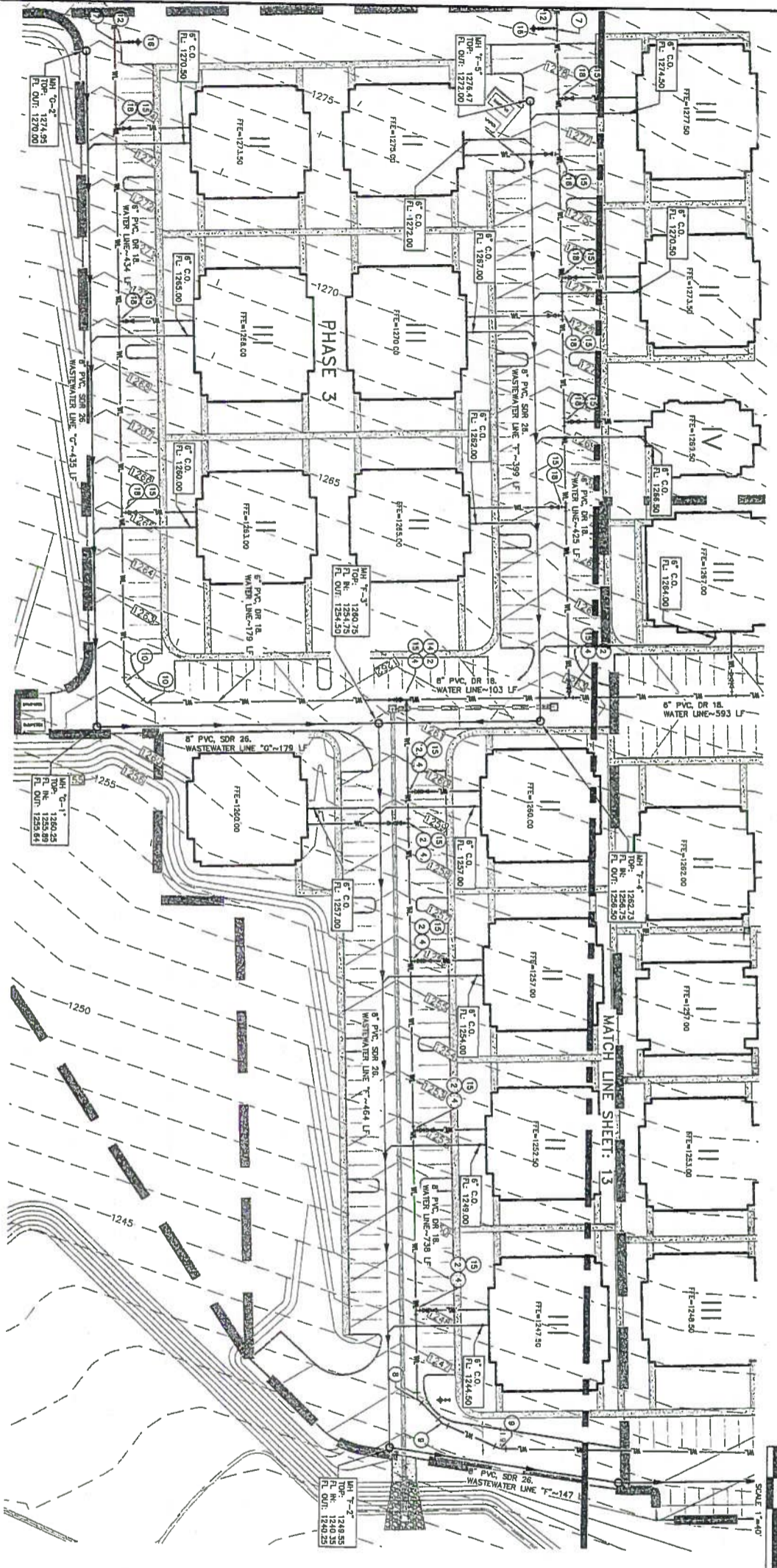
1. CONTRACTOR SHALL EXTEND WASTEWATER SERVICE LATERALS TO THE MAIN CLEANOUT.
2. WATER TAPS AFTER BACKFLOW PREVENTERS AND SERVICE LINES SHALL BE INSTALLED PER CITY DETAILS.
3. CONTRACTOR SHALL ADVISE TOP OF EXISTING AS NECESSARY.
4. FOR ELECTRICAL SERVICE LINES AND TRANSFORMER PAD LOCATIONS, SEE ARCHITECTURAL PLAN.
5. CONTRACTOR SHALL ADJUST EXISTING MANHOLE TO CORRECT ELEVATION, AND INSTALL A COMPLETE 6" SPACING PERIODIC ELECTRICAL LINES TO BE PER PER PG&E DESIGN.

REFERENCE NOTES:

1. FOR STORM WATER SEWER PLAN, SEE SHEETS 1-10-14, 21-23X UTILITY.
2. FOR STORM WATER SEWER DETAILS, SEE SHEET 24.
3. FOR WASTEWATER SEWER DETAILS, SEE SHEET 24.
4. FOR WATER LINE DETAILS, SEE SHEET 27.

<p>CLIENT: 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>			<table border="1" style="width: 100%;"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DESCRIPTION	DATE									
REVISION	DESCRIPTION	DATE														

21-23X
10-14, 21-23X UTILITY
CHECKED: HE, J.
DATE: NOVEMBER 2022
13 OF 27



EXISTING	PROPOSED	DESCRIPTION
---	---	BOUNDARY LINE
---	---	EXISTING BOUNDARY
---	---	CONTOUR
---	---	LOT LINE
---	---	CENTER LINE OF DITCH
---	---	WATER LINE
---	---	WATER VALVE
---	---	FIRE HYDRANT
---	---	FLUSH VALVE
---	---	AM. RELIEF VALVE
---	---	WASTEWATER LINE
---	---	POCKET LAMP
---	---	MANHOLE
---	---	WASTEWATER CLEANOUT
---	---	WASTEWATER SERVICE
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND ELECTRIC
---	---	TRANSFORMER BOX
---	---	LIGHT POLE
---	---	POWER POLE
---	---	GUY WIRE
---	---	STONE SERVICE
---	---	CONCRETE
---	---	PAVEMENT (HATCH)
---	---	CHALK LINE
---	---	OVER HEAD TELEPHONE
---	---	AS LINE
---	---	5' SIDEWALK/CLEAR ZONE
---	---	7' PLANNING ZONE
---	---	WOOD FENCE
---	---	BARBED WIRE FENCE
---	---	THATCH FLOW
---	---	HANDICAP SPACE
---	---	5' SIDEWALK/CLEAR ZONE
---	---	5' PLANNING ZONE
---	---	ADJ. ACCESSIBLE ROUTE
---	---	PROJECT NUMBER

- WATER METER 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 8" GATE VALVE WITH VALVE BOX, M.I.
 - 16 FIRE HYDRANT ASSEMBLY
 - 17 12" PLUG, M.I.
 - 18 8" TEE, M.I.

CONSTRUCTION NOTES:

- CONTRACTOR SHALL EXTEND 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, RE-PAVE, AND INSTALL A CONCRETE CURB FOR PRO DESIGN.

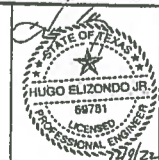
REFERENCE NOTES:

- 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.

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

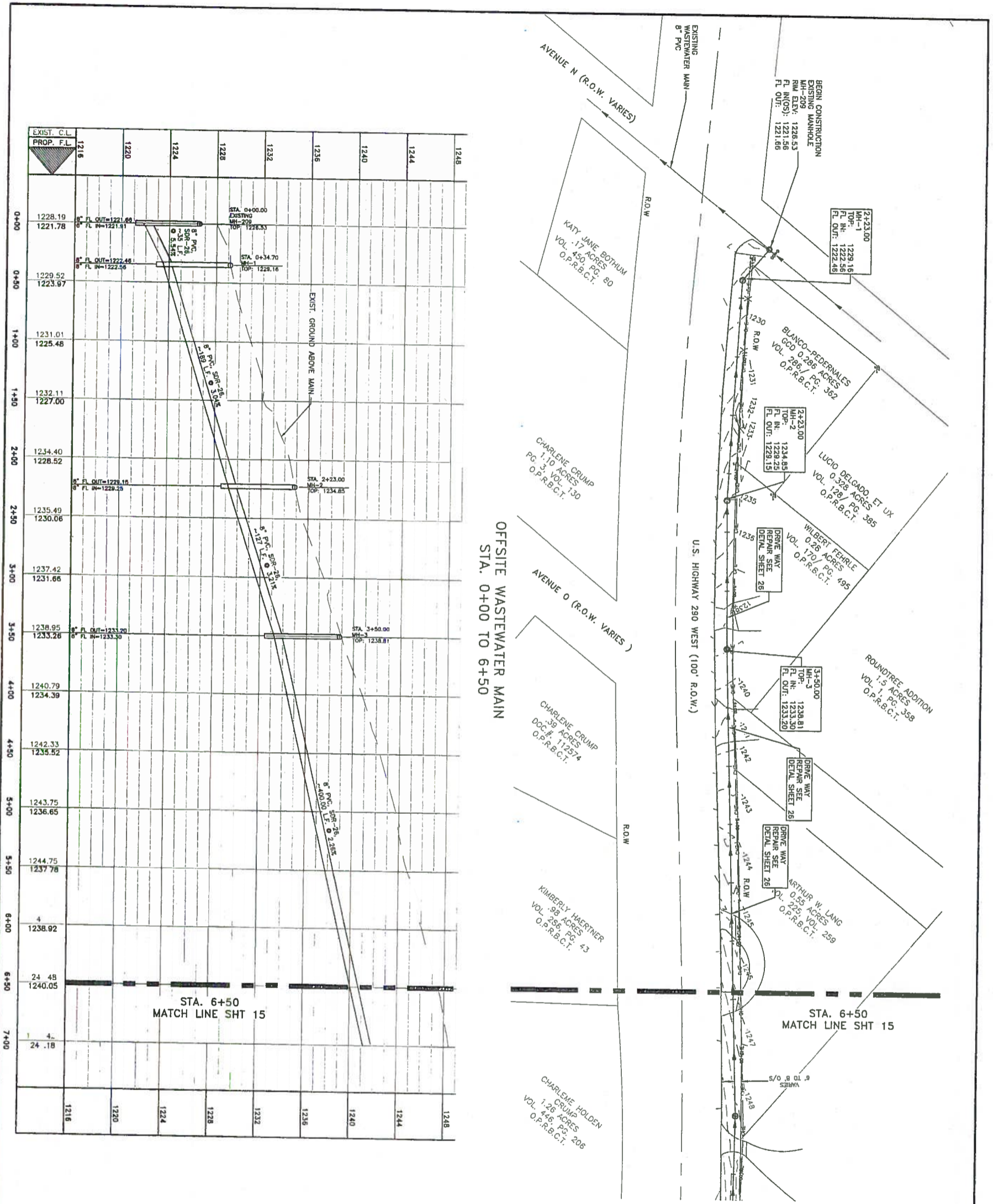
UTILITY LAYOUT
4 OF 4
HILL COUNTRY SPRINGS
APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO
 Consultants, LTD.
 Registration No. 13-3524
 3601 Kyle Crossing, Suite A, P.O. Box 6112, 76104 Ft. Worth, TX 76107
 Phone: (817) 312-1040 Fax: (817) 312-1559
 Email: info@cuatroconsultants.com



REVISION	DESCRIPTION	BY:	DATE:

DATE: NOVEMBER 2012
PROJECT: 21-282
DRAWING NAME: 10-14-21-282 UTILITY
DESIGN: LANDRI
CHECKED: H.E. JR.
APPROVED: H.E. JR.
DATE: 14 OF 27



EXIST. C.L.	PROP. F.L.	1216	1220	1224	1228	1232	1236	1240	1244	1248	
0+00	1228.19 1221.78	0+50	1229.52 1223.97	1+00	1231.01 1225.46	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	1238.92	6+50	24.48 1240.05	7+00	24.18	1216	1220	1224	1228	1232	

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

PROFILE LEGEND

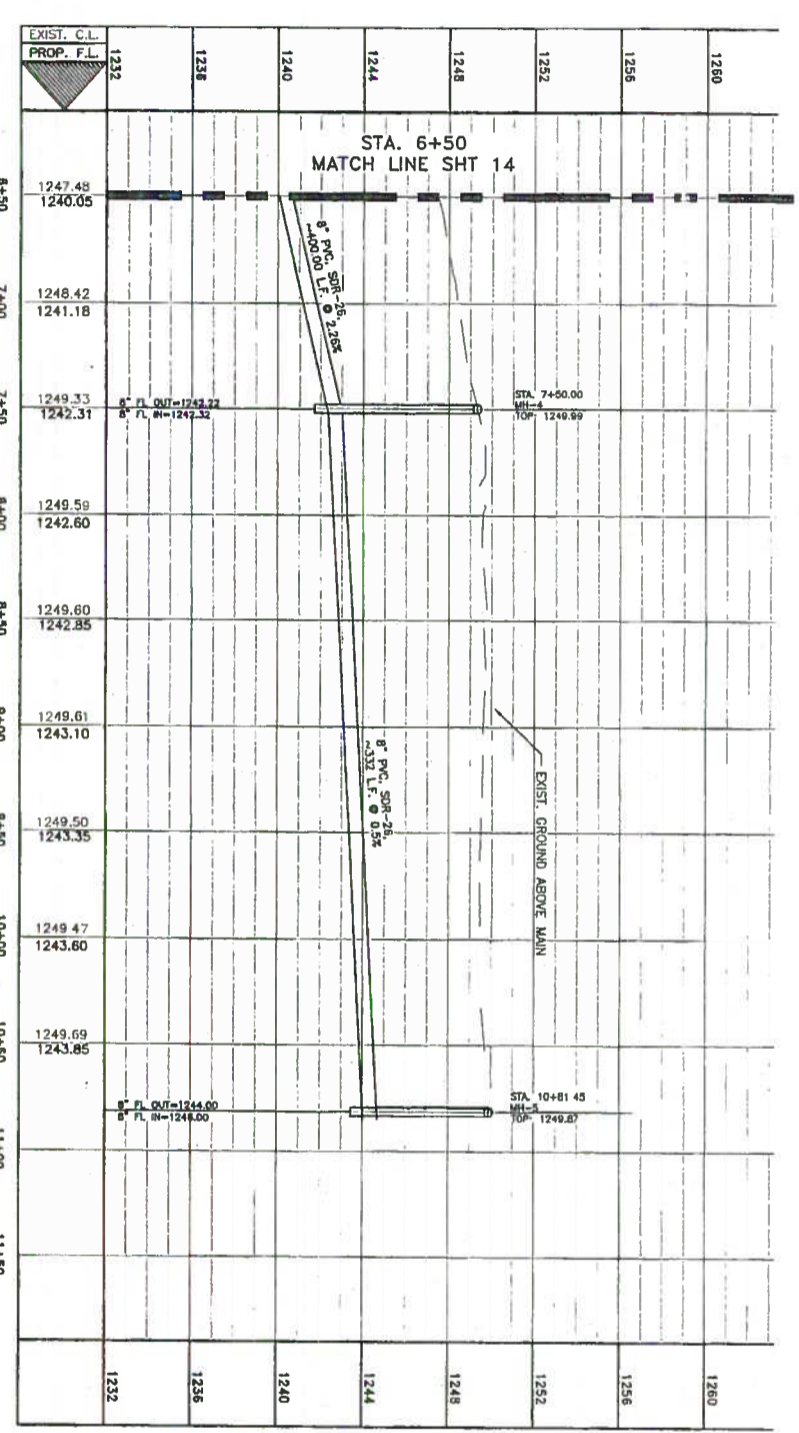
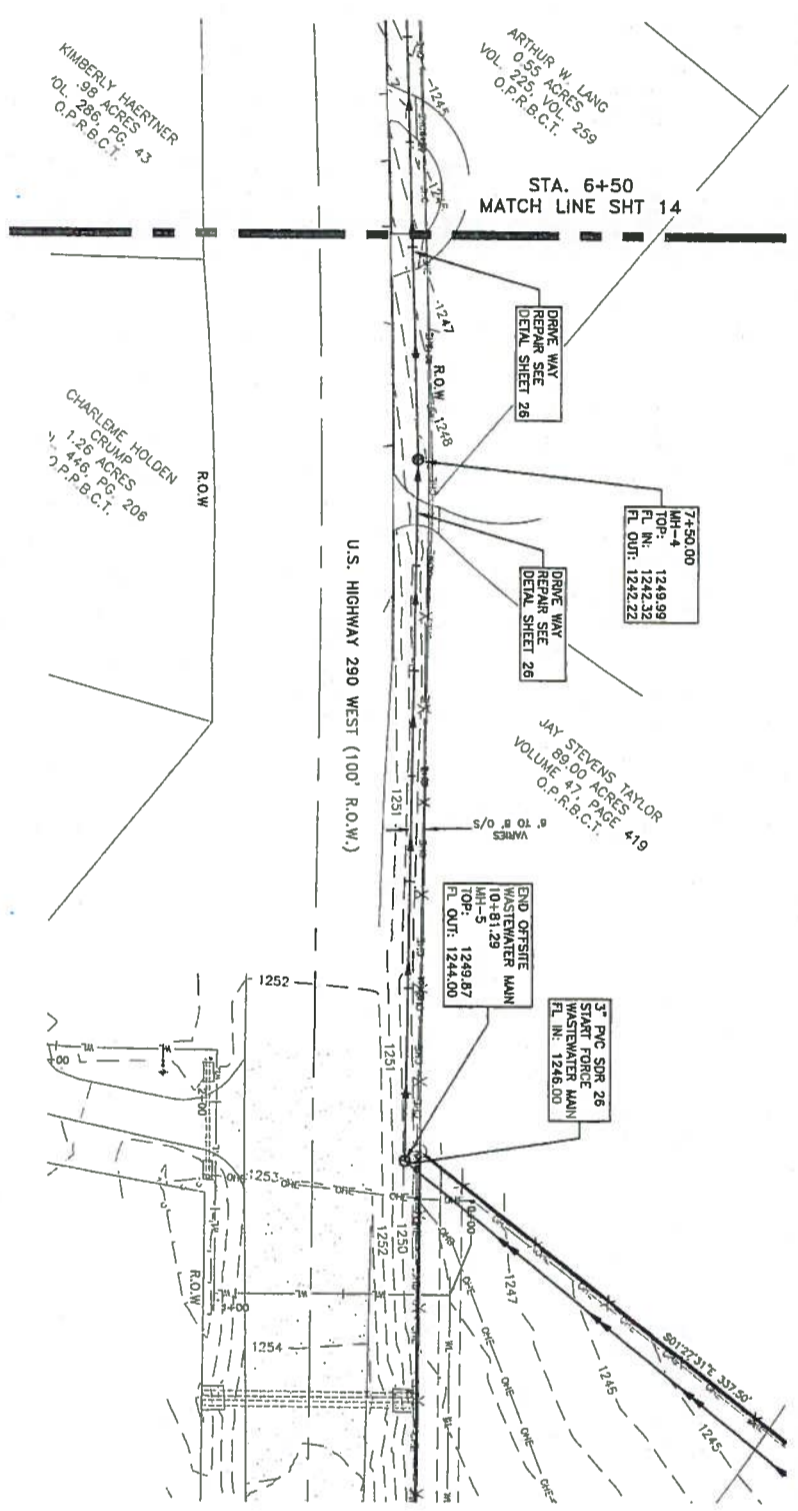
- EXISTING GROUND CENTER
- EXISTING GROUND LEFT
- EXISTING GROUND RIGHT
- PROPOSED GRADE CONTROL CENTERLINE

LEGEND

- PROPERTY BOUNDARY
- PROPOSED DRAINAGE EXHIBIT
- PROPOSED LOT LINE
- LOT NUMBER
- LOT AREA
- WATER LINE
- WATER TRENCH
- WATER METER
- WASTEWATER LINE
- WASTEWATER MANHOLE



DATE: NOVEMBER 2012 PROJECT: 21-282 DRAWING: 15-16-21-292 CHECKED: H.C. APPROVED: H.C. SHEET: 15 OF 27	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. 11-5529 2601 Kyle Crossing, Suite A, Phoenix (512) 311-5010 / Fax (512) 311-5199 Kyle, Texas 75410 / e-mail: cuatro@cuatrocconsultants.com	<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:				
	REVISION	DESCRIPTION	BY:	DATE:								
HORIZ. SCALE: 1"=40' VERT. SCALE: 1"=4'												



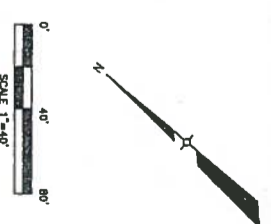
OFFSITE WASTEWATER MAIN
STA. 6+50 TO END

PROFILE LEGEND

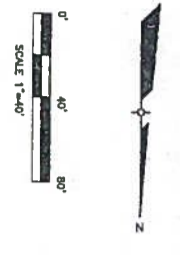
- EXISTING GROUND CENTER
- EXISTING GROUND LEFT
- EXISTING GROUND RIGHT
- PROPOSED GRADE CONTROL CENTERLINE

LEGEND

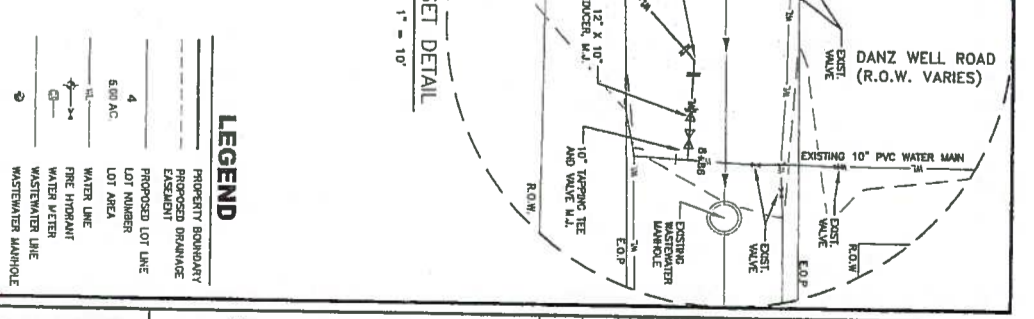
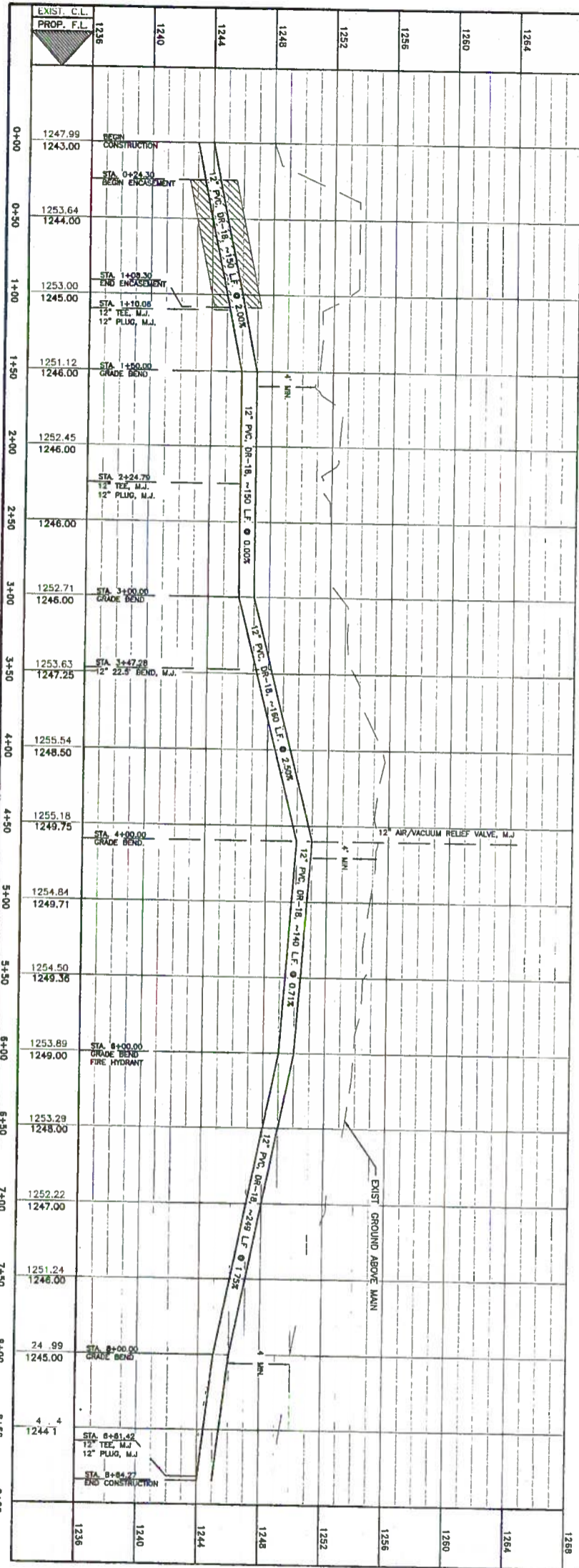
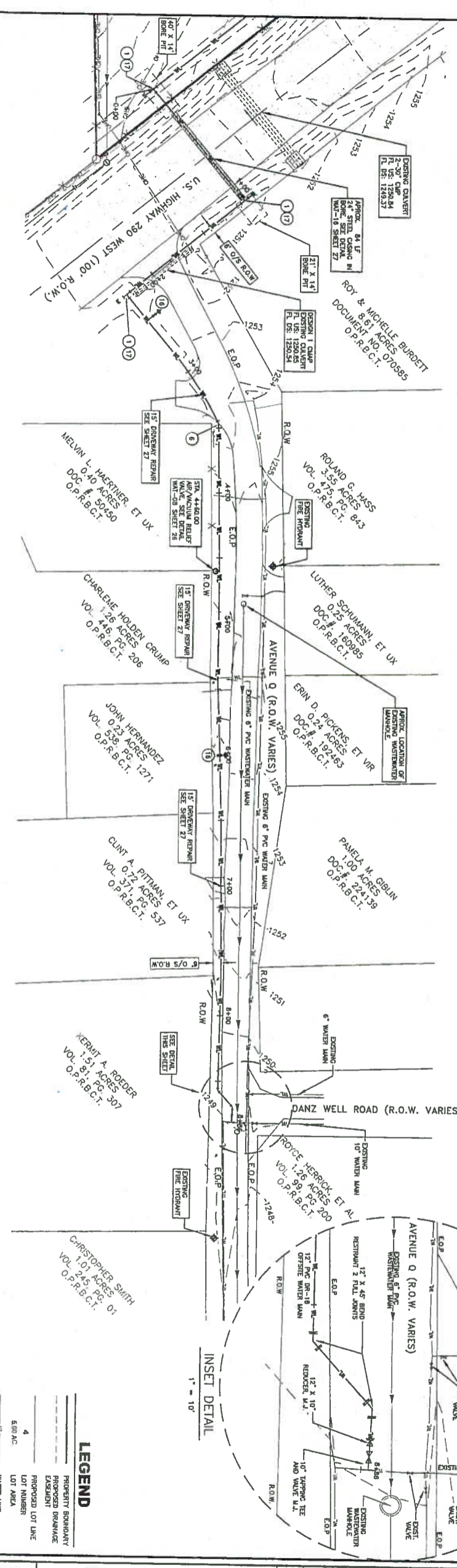
- PROPERTY BOUNDARY
- PROPOSED DRAINAGE EASEMENT
- PROPOSED LOT LINE
- LOT NUMBER
- 500 AC
- WATER LINE
- FIRE HYDRANT
- WATER METER
- WASTEWATER LINE
- WASTEWATER MANHOLE



CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591	OFFSITE WASTEWATER MAIN: PLAN AND PROFILE SHEET 2 OF 2 HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS		REVISION DESCRIPTION BY DATE
			DATE: NOVEMBER 2012 PROJECT: 21-202 DRAWING'S NAME: 15-18-21-202-1031-05 DESIGNER: HUGO ELIZONDO JR. CHECKER: HUGO ELIZONDO JR. DRAWER: HUGO ELIZONDO JR. SHEET: 16 OF 27



- WATER OFFSET 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 8" X 4.5" BEND, M.J.
 - ⑥ 12" X 4.5" 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 6" REDUCER, M.J.
 - ⑪ 8" X 4.5" BEND, M.J.
 - ⑫ 12" X 10" REDUCER, M.J.
 - ⑬ 8" PLUG, M.J.
 - ⑭ 12" X 90° BEND, M.J.
 - ⑮ 8" X 45° BEND, M.J.
 - ⑯ 8" X 22.5° BEND, M.J.
 - ⑰ 8" X 6" REDUCER, M.J.
 - ⑱ 8" X 4.5" BEND, M.J.
 - ⑲ 8" PLUG, M.J.
 - ⑳ 12" AIR/VACUUM RELIEF VALVE, M.J.



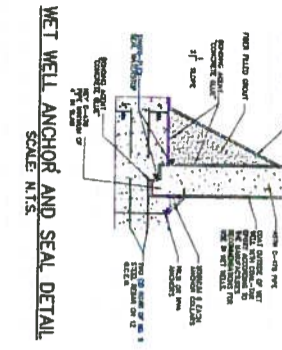
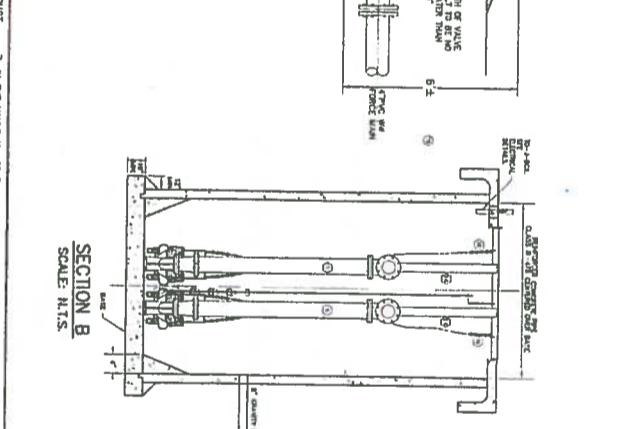
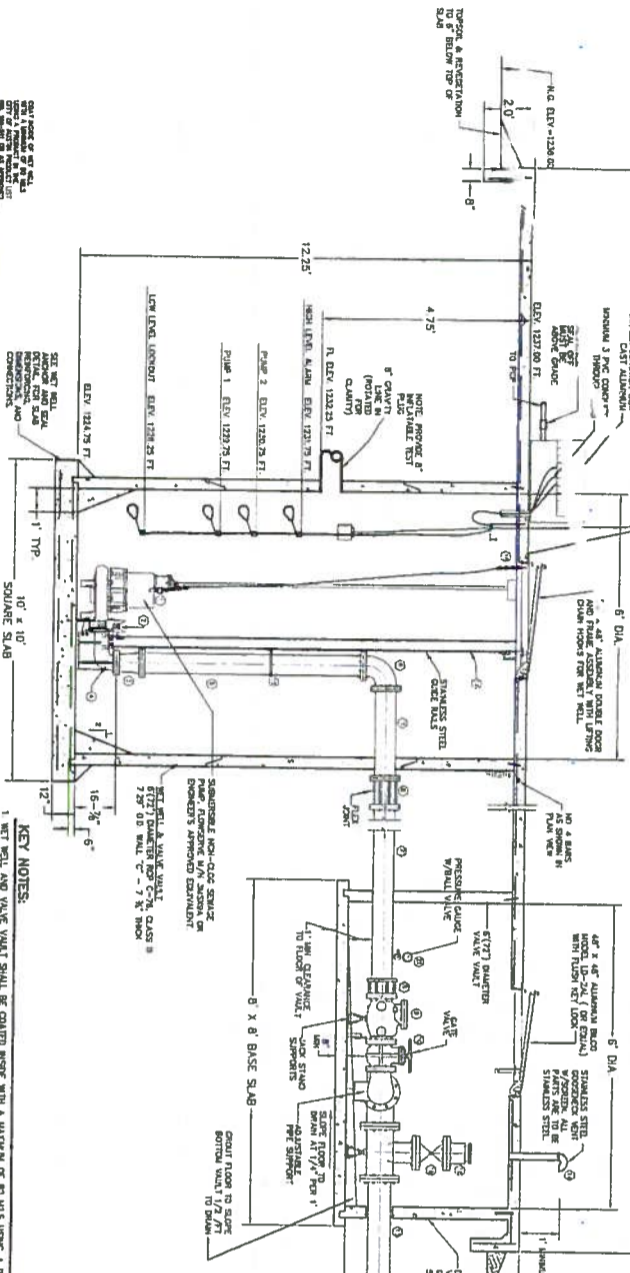
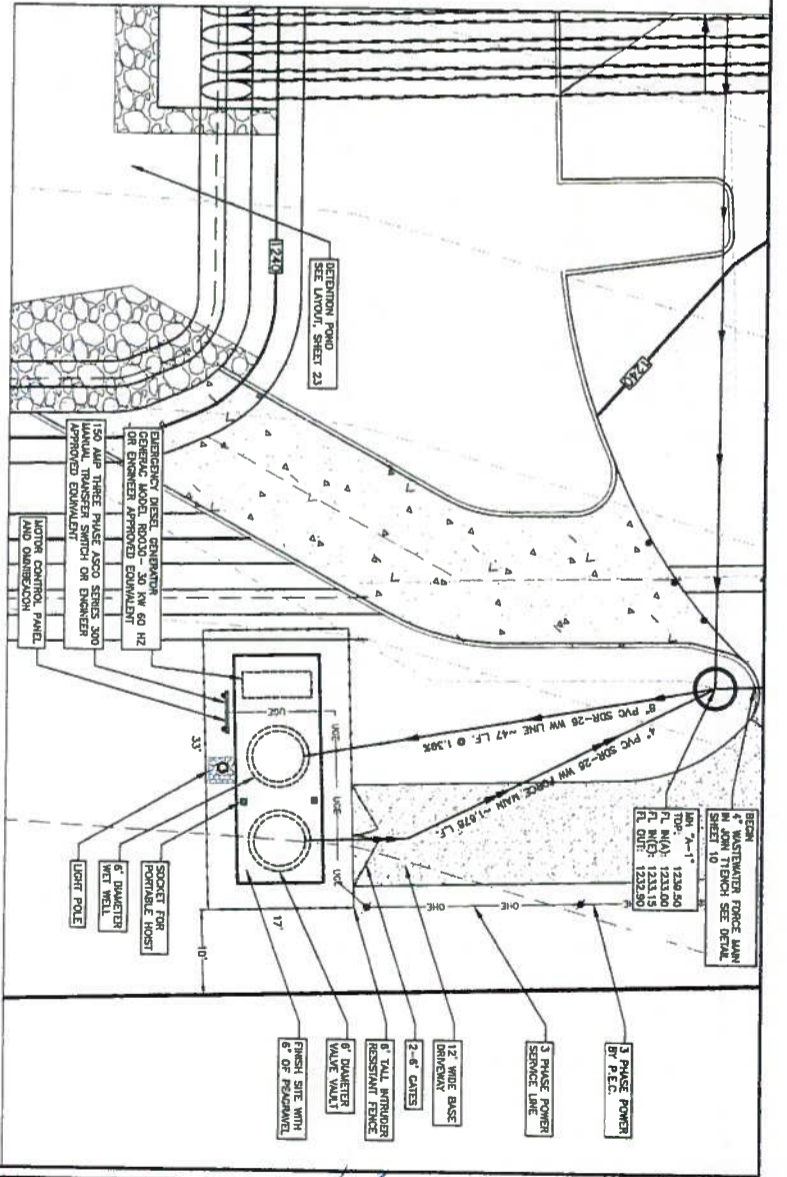
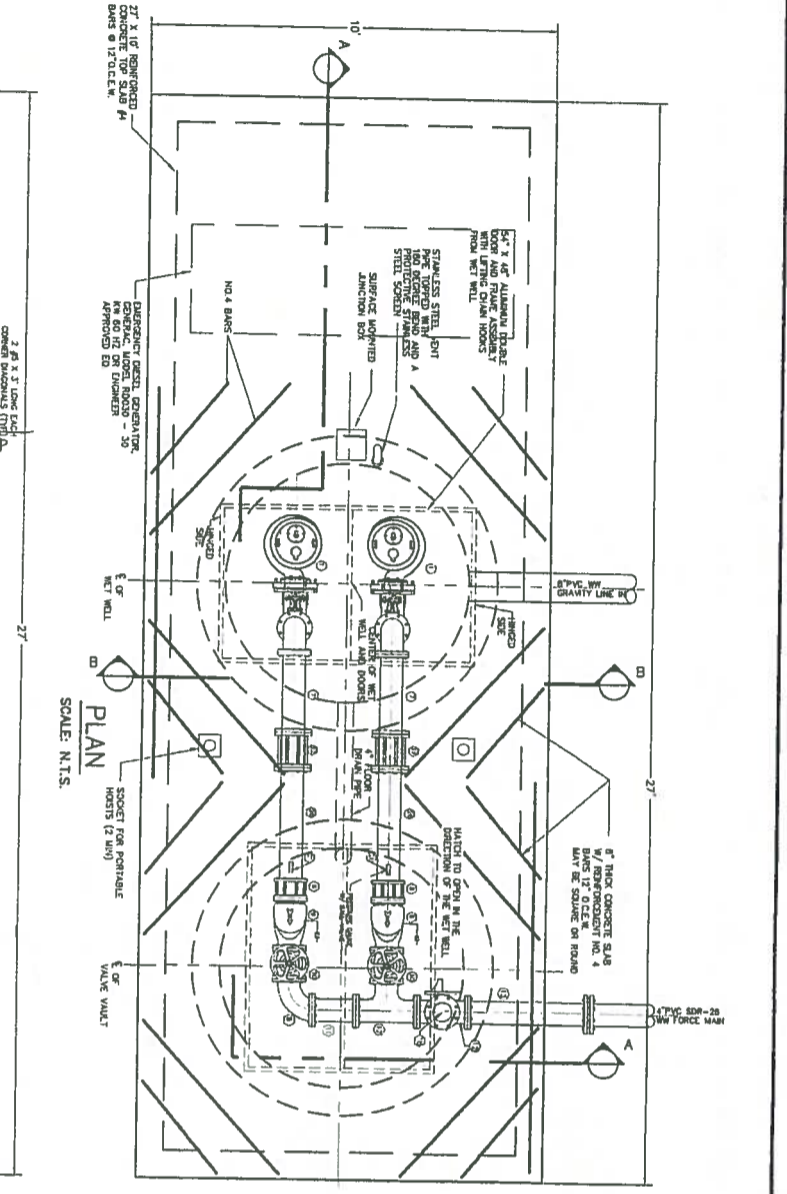
- PROFILE LEGEND**
- EXISTING GROUND CENTER
 - EXISTING GROUND LEFT
 - EXISTING GROUND RIGHT
 - PROPOSED GRADE CONTROL CENTERLINE

- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING
 - PROPOSED LOT LINE
 - LOT NUMBER
 - LOT AREA
 - WATER LINE
 - FIRE HYDRANT
 - WATER METER
 - WASTEWATER LINE
 - WASTEWATER MANHOLE

- CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL LOCATE AND VERIFY DEPTH OF EXISTING WATER MAIN TO MATCH DEPTH AT CONNECTION.
 2. VERIFY WATER AND WASTEWATER RUN PARALLEL.
 3. ALL FILL AREAS ARE TO BE COMPACTED TO 95% PRODUCTION DENSITY FROM TO UTILITY INSTALLATION.

<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 WATER MAIN: PLAN AND PROFILE SHEET</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p>	<p>CUATRO Consultants, LTD. Registration No. 17-3522</p> <p>3401 Kyle County, Suite A Phone: (512) 512-1010 Fax: (512) 512-5599 Kyle, Texas 78140 email: cuatro@cuatroltd.com</p>	<p>REVISION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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:									

SHEET: 17 OF 27



KEY NOTES:

1. WET WELL AND VALVE WELLS SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" REINFORCED CONCRETE. APPROVED BY THE CITY OF ALBUQUERQUE.
2. THE ACCESS COVER SHALL BE 1' DIA. OF (2) 3/8" DIA. OF 304 STAINLESS STEEL SUPPORT SHALL PROVIDE SUFFICIENT CLEARANCE TO THE VALVE WELLS. THE VALVE WELLS SHALL BE CONSTRUCTED OF ALUMINUM ANTI-CORROSIVE COATING. THE VALVE WELLS SHALL BE CONSTRUCTED OF ALUMINUM ANTI-CORROSIVE COATING.
3. PUMP SUPPORT SHALL PROVIDE SUPPORT FOR THE PUMP. ALL STAINLESS STEEL SHALL BE TO ENGINEER'S SATISFACTION. SHALL HAVE NO REVISION TO OTHER THE WET WELL. DRAFT SHALL BE WITH STAINLESS STEEL SUPPORTS.
4. ALL WELLS SHALL BE CONSTRUCTED WITH 2" DIA. OF 304 STAINLESS STEEL. ALL WELLS SHALL BE CONSTRUCTED WITH 2" DIA. OF 304 STAINLESS STEEL.
5. EACH PUMPING UNIT SHALL BE PROVIDED WITH A STAINLESS STEEL LIFTING CHAIN.
6. A 3/8" STAINLESS STEEL FLAT WELDED ASSEMBLY SHALL BE PROVIDED. THE FLATS SHALL BE DISTRIBUTION LEVEL SETTINGS SHOWN ON THIS SHEET.
7. IN THE VALVE WELL STATIONARY PIPING USED IN THE LIFT STATION OR FORCE MAIN SHALL BE DOUBLE VALVES. THE TAPS SHALL BE ACCESSIBLE AND LOCATED UPSTREAM OF THE VALVES ON THE PUMP SIDE IN THE EXTERNAL VALVE WELL.
8. PUMP DISCHARGE LINES SHALL HAVE 1/4" DIA. TAPS WITH STAINLESS STEEL OR BRASS BALL VALVES. THE TAPS SHALL BE ACCESSIBLE AND LOCATED UPSTREAM OF THE VALVES ON THE PUMP SIDE IN THE EXTERNAL VALVE WELL.
9. IN THE VALVE WELL DISCHARGE LINES SHALL HAVE ANTI-VIBRATION THROTTLE SUPPORT MEMBERS AT EACH END OF THE LINE. THE SUPPORT MEMBERS SHALL BE USED.
10. THE VALVE WELL SHALL BE PROVIDED WITH A CHECK VALVE AND A REPAIR ACCESS PANEL. THE CHECK VALVE SHALL BE PROVIDED WITH A REPAIR ACCESS PANEL. THE CHECK VALVE SHALL BE PROVIDED WITH A REPAIR ACCESS PANEL.
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12. THE VALVE WELL SHALL HAVE A 1/4" DIA. TAP TO THE WET WELL. THE TAP SHALL BE PROVIDED WITH A 1/4" DIA. TAP TO THE WET WELL. THE TAP SHALL BE PROVIDED WITH A 1/4" DIA. TAP TO THE WET WELL.
13. WWT SHALL BE COATED INSIDE AND OUT FOR COAL STAINING PREVENTION.

GENERAL NOTES:

1. THE WET WELL SHALL NOT INTERFERE WITH CAP ASSEMBLY.
2. USE 304 STAINLESS STEEL FOR BASE ELEMENT. PROGRAMMING 2 IN (50.8 MM) THICK.
3. PROVIDE SUFFICIENT CLEARANCE TO THE VALVE WELLS AND SERVICE MANHOLES FOR ACCESS.
4. THE WET WELL SHALL BE CONSTRUCTED WITH 4" DIA. OF 304 STAINLESS STEEL.
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REVISION	DESCRIPTION	BY:	DATE:

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

WASTEWATER LIFT STATION
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

4CUATRO
 Consultants, LTD.
 Registration No. 3524
 5401 Kyle Crossing, Suite A | Phone: (512) 312-3040 | Fax: (512) 312-5499
 Killeen, Texas 78660 | e-mail: cuatro@cuatrosconsultants.com

HUGO ELIZONDO JR.
 LICENSED PROFESSIONAL ENGINEER
 66781

DATE: DECEMBER 2022
PROJECT: 21-282
DRAWING'S DATE: 12.21-2022
DESIGNER: HUGO ELIZONDO JR.
CHECKED: MAB
DATE: MAB
APPROVED: HE, JR.
SHEET: 18 OF 27

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, RENT need to be excavated to the required depth, where required, to achieve the design subgrade elevations. After the excavation is completed, the exposed soils should be compacted to the required density. If the soils are not suitable for the proposed subgrade, they should be replaced with a minimum 20-ton rubber tire dump truck or loader under the supervision of RENT. If soil pockets or pumping areas are identified, these materials should be removed from 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. Scarification and recompaction of compliant in-situ 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 grades, where required. Fill soils may consist of on-site soils free of 30. The fill used to raise the grade in the proposed parking and driveway areas should be placed in greater than 4-inch thick 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.

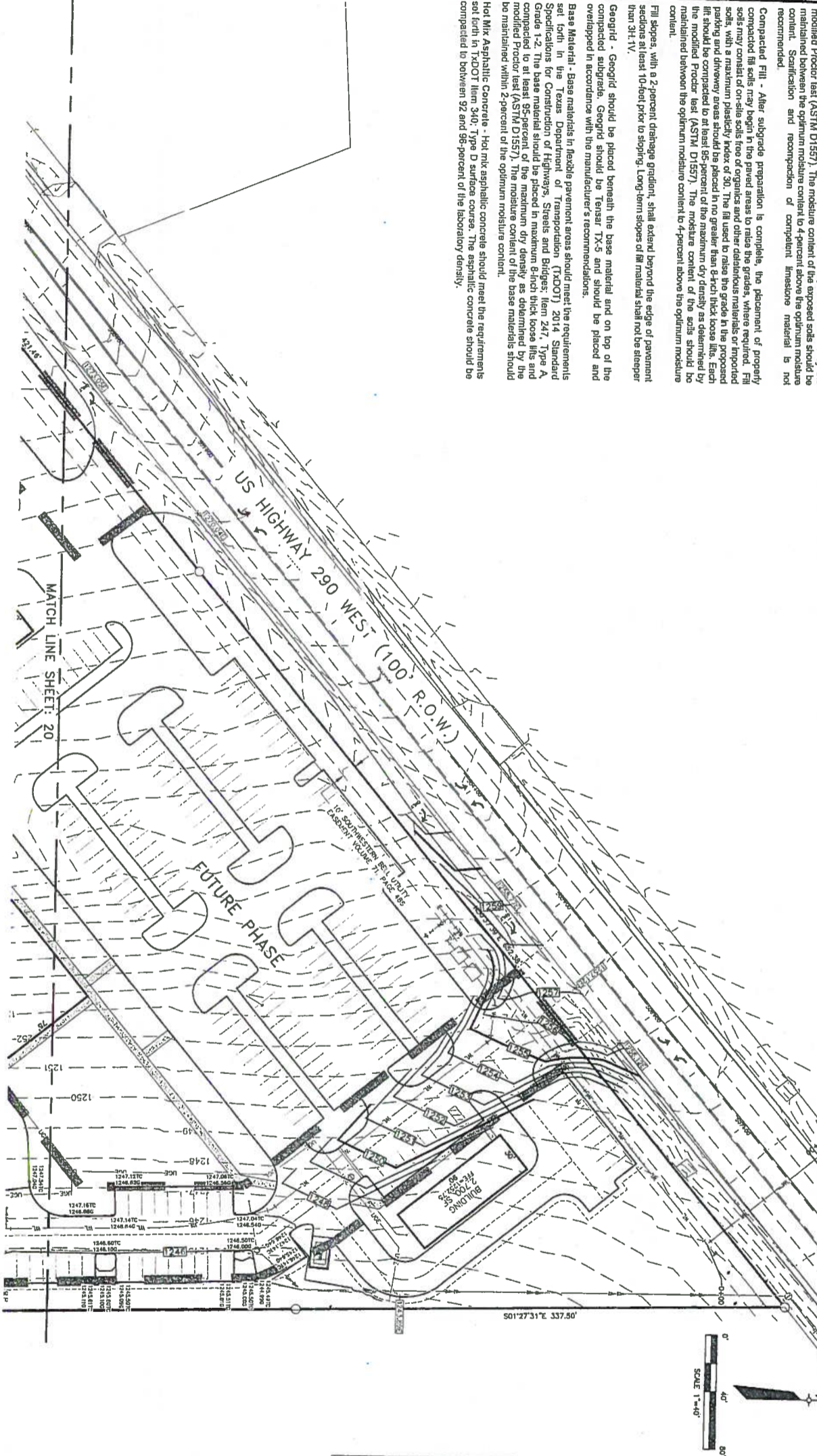
Fill Slopes, with a 2-percent drainage gradient, shall extend beyond the edge of pavement sections at least 10-foot prior to sloping. Long-term slopes of fill material shall not be steeper than 3:1.

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

Heavy Duty Flexible Pavement (Driveways and Service Areas)			
Hot Mix Asphalt Concrete	2"	2"	2"
Crushed Limestone Base Material (TxDOT Item 247 Type A, Gr. 1-2)	12"	8"	8"
Tensar TX-5 Geogrid	No	Yes	Yes
Compacted Subgrade	6"	6"	6"



EXISTING	PROPOSED	DESCRIPTION
---	---	ROADWAY LINE
---	---	EXISTING ROADWAY CORNER
---	---	PROPOSED ROADWAY CORNER
---	---	LOT LINE
---	---	CONTROL LINE OF GROUND
---	---	WATER LINE
---	---	SEWER LINE
---	---	FIRE HOSELINE
---	---	WATER LETTER
---	---	SEWER LETTER
---	---	AS RELEASE VALVE
---	---	WATER VALVE
---	---	SEWER VALVE
---	---	FRONT YARD
---	---	WATERMETER
---	---	WATERMETER SERVICE
---	---	OVERHEAD SERVICE
---	---	UNDERGROUND ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	TRANSFORMER BOX
---	---	UTILITY POLE
---	---	POWER POLE
---	---	UTILITY WIRE
---	---	STREET SIGN
---	---	STREET LIGHT
---	---	OTHER ROAD TELEPHONE
---	---	OTHER ROAD CABLE
---	---	CONCRETE
---	---	CHAIN LINK FENCE
---	---	WOOD FENCE
---	---	PAINTED FENCE
---	---	PAINTED FLOOR
---	---	HANDICAP SPACE
---	---	PAVE LINE
---	---	5' SIDEWALK/FLUSH ZONE
---	---	7' PLANTING ZONE
---	---	LANDSCAPE
---	---	ADA ACCESSIBLE ROUTE
---	---	PHASE LINE
---	---	SPOT ELEVATION
---	---	OUTLET 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 1 OF 4</p> <p>HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS</p>	<p>4 CUATRO Consultants, LTD.</p> <p>Registration No. 17-5324</p> <p>3401 Kyle Crossing, Suite A, P.O. Box 5113, San Antonio, TX 78240 Phone: (214) 512-2010 Fax: (214) 512-9349 Email: cuatro@cuatroconsultants.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> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	BY	DATE								
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DATE: NOVEMBER 2022

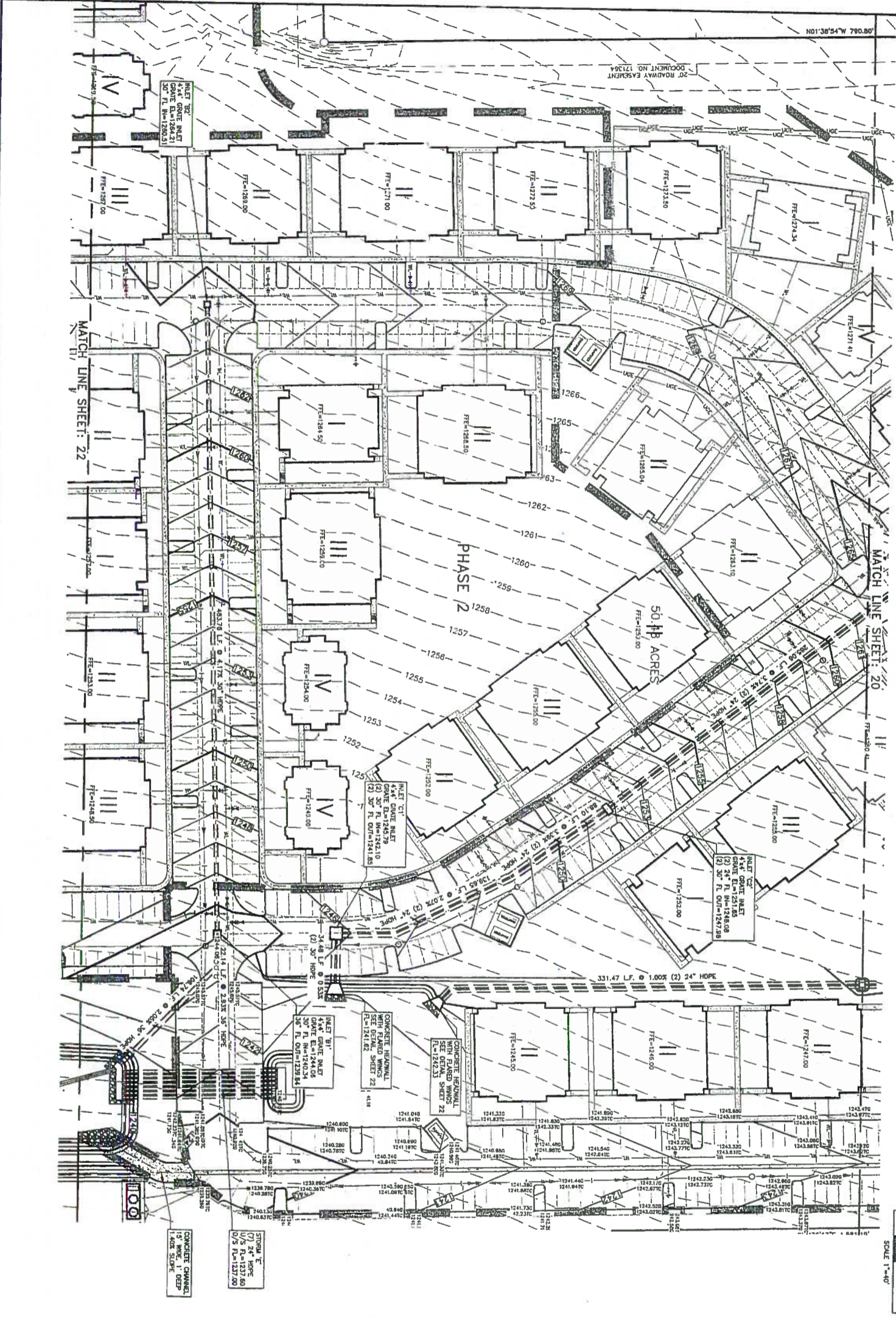
PROJECT: 21-2082

DRAWN BY: JAVIER GONZALEZ

CHECKED BY: JAVIER GONZALEZ

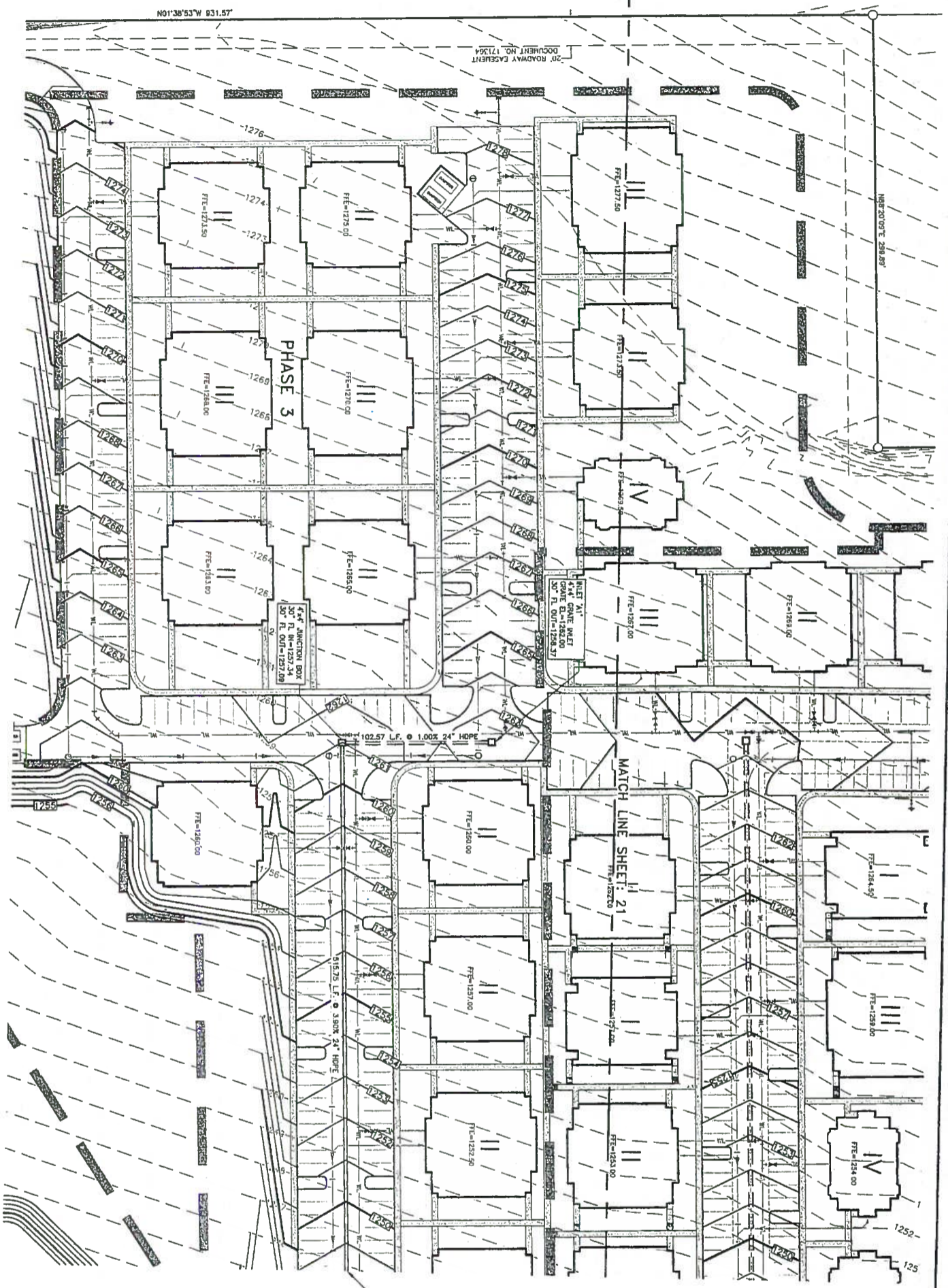
APPROVED BY: JAVIER GONZALEZ

SHEET: 19 OF 27



EXISTING	PROPOSED	DESCRIPTION
---	---	BOUNDARY LINE
---	---	EXISTING BOUNDARY
---	---	CONTOUR
---	---	LOT LINE
---	---	CENTER LINE OF DRIVE
---	---	WATER MAIN
---	---	SEWER
---	---	WATER WASTE
---	---	FLUSH WASTE
---	---	AIR RELIEF VALVE
---	---	WATERMETER LINE
---	---	FORCE MAIN
---	---	WATERMETER CLEANOUT
---	---	WATERMETER SERVICE
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND ELECTRIC
---	---	TRANSFORMER BOX
---	---	LIGHT POLE
---	---	POWER POLE
---	---	STORM SEWER
---	---	CONCRETE
---	---	CONCRETE (Hatched)
---	---	CHAIN LINK FENCE
---	---	WOOD FENCE
---	---	BARBED WIRE FENCE
---	---	THATCH FLOW
---	---	MANHOLE
---	---	FREE LA
---	---	7' PLANNING ZONE
---	---	5' SEWERLY/CELANO ZONE
---	---	AMMO AREA
---	---	NON ACCESSIBLE FRONT
---	---	PHASE 1A
---	---	PHASE NUMBER
---	---	SPR CLEARANCE
---	---	OTHER 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>512-509-1111 (512) 512-5366</p>	<p>REVISION</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:				
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<p>DATE: NOVEMBER 2022</p> <p>PROJECT: 21-282</p> <p>DRAWING'S MAKE: 18-22-21-282 GRADING</p> <p>DESIGN: LAYOUT</p> <p>CHECKED: H.E. JR.</p> <p>APPROVED: H.E. JR.</p> <p>SHEET: 21 OF 27</p>	<p>STATE OF TEXAS</p> <p>HUGO ELIZONDO JR.</p> <p>66781</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>12/1/22</p>										



SEE SHEET 21 FOR
OUTLET OF STORAGE

EXISTING	PROPOSED	DESCRIPTION
		BOUNDARY LINE
		CENTER LINE OF DITCH
		WATER VALVE
		FIRE HYDRANT
		WATER METER
		FLUSH VALVE
		AIR RELEASE VALVE
		WASTE/WATER LINE
		FIRE LINE
		GAS LINE
		ELECTRIC LINE
		FIBER OPTIC CABLE
		CONCRETE
		CHAIN LINK FENCE
		WOOD FENCE
		BARBED WIRE FENCE
		INVERTED FLOOR
		LANDSCAPE GRADE
		FIRE LINE
		5\"/>
		7\"/>
		ADA ACCESSIBLE
		PHASE LINE
		SPOT ELEVATION
		CENTER ELEVATION
		TOP OF DAM ELEVATION
		TOP OF WALL ELEVATION
		UTILITY POLE
		POWER POLE
		CUT WIRE
		STORM SEWER
		CURB
		CURB AND PARAPET
		OVER HEAD TELEPHONE
		TRENCH
		OLD LINE
		PAVEMENT (SHAD)
		CONCRETE
		WOOD FENCE
		BARBED WIRE FENCE
		INVERTED FLOOR
		LANDSCAPE GRADE
		FIRE LINE
		5\"/>
		7\"/>
		ADA ACCESSIBLE
		PHASE LINE
		SPOT ELEVATION
		CENTER ELEVATION
		TOP OF DAM ELEVATION
		TOP OF WALL ELEVATION

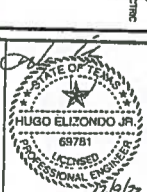
CLIENT:
JIM CARTER
TX-290-1031, LLC
34843 RANCHO CALIFORNIA ROAD
TEMECULA, CALIFORNIA 92591

DATE: NOVEMBER 2022
 PROJECT: 21-282
 DRAWING NAME: GRADING
 DRAWING NUMBER: 19-22-21-001
 DESIGN: HE, J.
 CHECKED: HE, J.
 DRAWN: HE, J.
 APPROVED: HE, J.

GRADING PLAN
4 OF 4

HILL COUNTRY SPRINGS
APARTMENTS
JOHNSON CITY, TEXAS

4 CUATRO
 Consultants, LTD.
 Registration No. P-5354
 3401 Kyle Crossing, Suite A, P.O. Box 6112, 75010-0612
 Killeen, Texas 78660
 Phone: (817) 512-2010 Fax: (817) 512-2124
 e-mail: cuatro@cuatroconsultants.com



REVISION	DESCRIPTION	BY	DATE

DETENTION POND STAGE STORAGE SUMMARY

Stage	Area (ft ²)	Volume (ft ³)	Cum. Volume (ft ³)	Cum. Volume (Ac.-ft)
1236.00	0.0000	0.0000	0.0000	0.0000
1237.00	43,765.72	21,882.86	21,882.86	0.49283
1238.00	103,528.64	102,528.61	124,311.47	2.84417
1239.00	139,949.94	120,949.91	245,261.38	5.62135
1240.00	135,918.70	125,918.70	371,180.08	8.31194
1241.00	125,918.70	125,918.70	497,098.78	11.40265

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

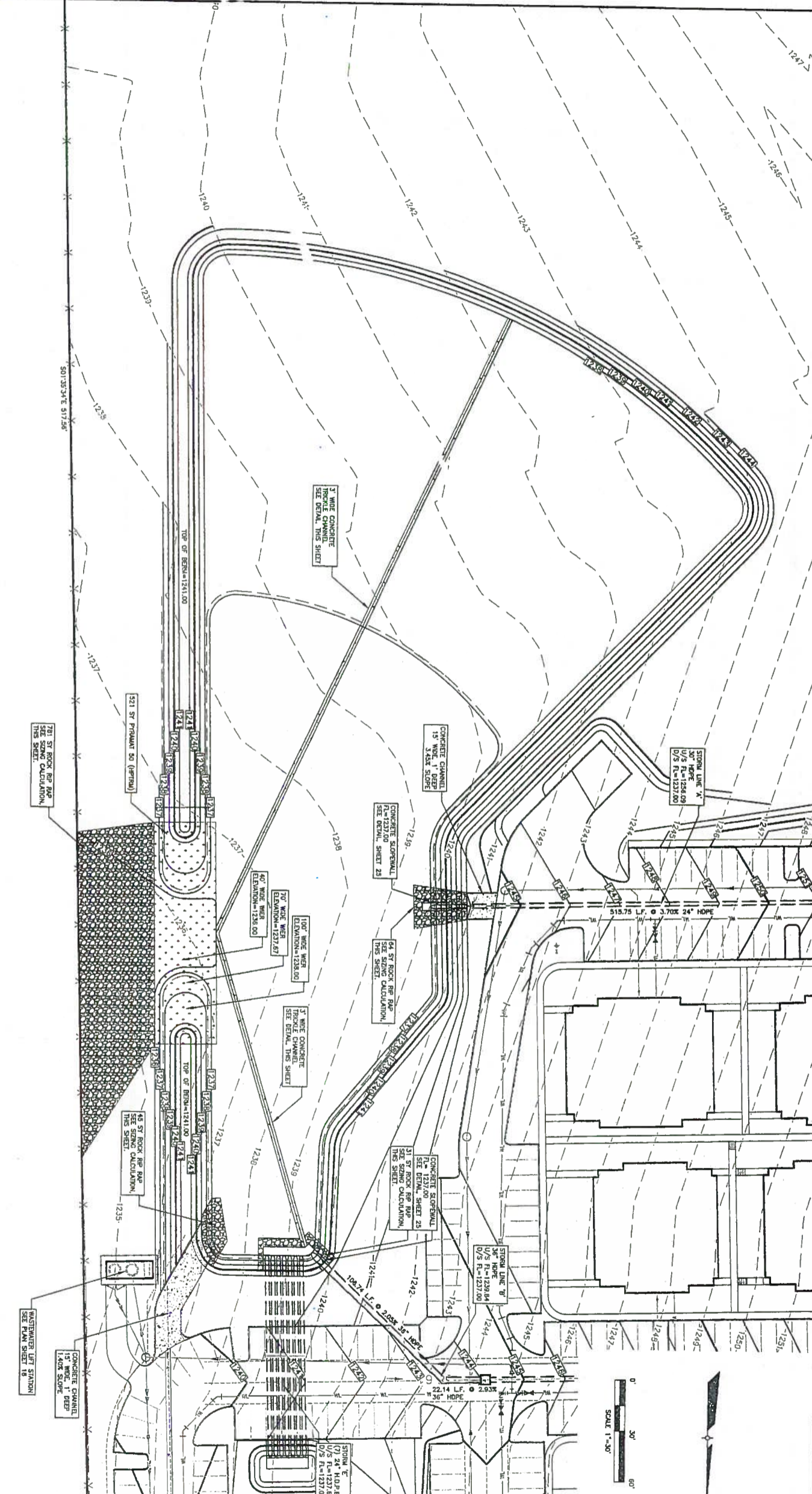
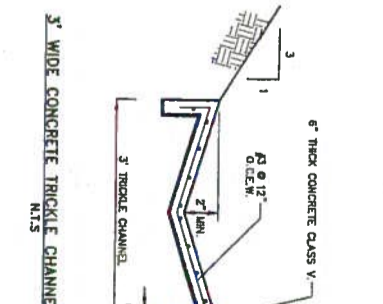
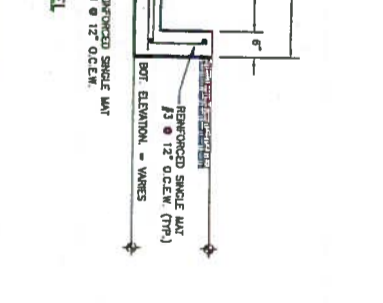
DESIGN STORM	EXIST.	PROP.	PROP. ROUTED	W. S. ELEV.
2YR	210.82 cfs	266.57 cfs	208.87 cfs	1237.61 ft
5YR	329.03 cfs	396.02 cfs	328.30 cfs	1238.04 ft
10YR	445.87 cfs	524.41 cfs	443.52 cfs	1238.25 ft
25YR	627.46 cfs	723.69 cfs	614.58 cfs	1238.51 ft
50YR	788.83 cfs	900.84 cfs	779.78 cfs	1238.75 ft
100YR	972.56 cfs	1102.76 cfs	966.78 cfs	1238.98 ft

Rock Rip Rap Size Calculation Table

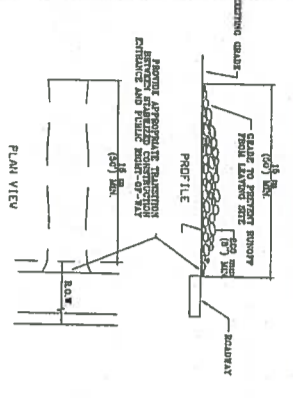
Drainage Area	Velocity	Rip Rap Size
100 YR	7.75	8.56
STORM A	7.75	8.56

Rock Rip Rap Size Calculation Table

Drainage Area	Velocity	Rip Rap Size
100 YR	7.68	8.40
STORM B	7.68	8.40

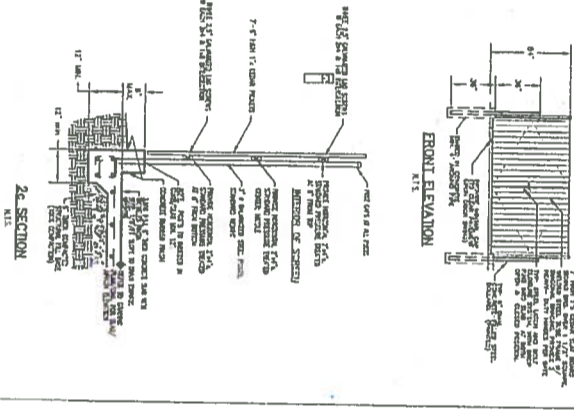
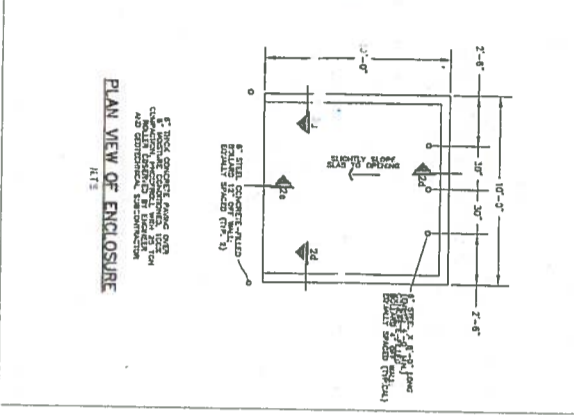
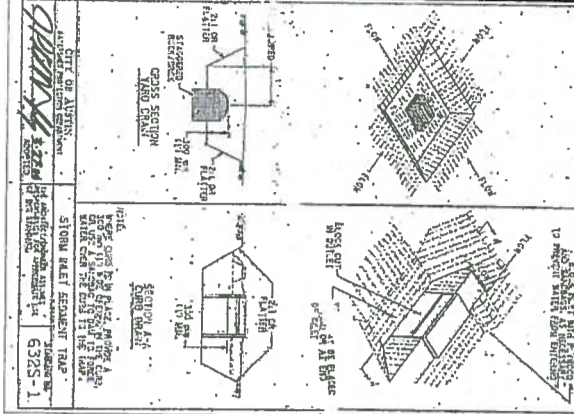
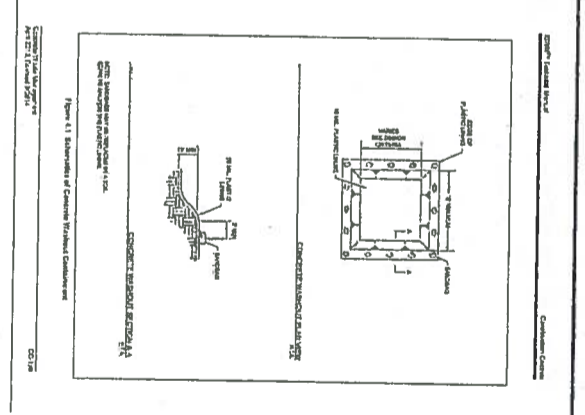
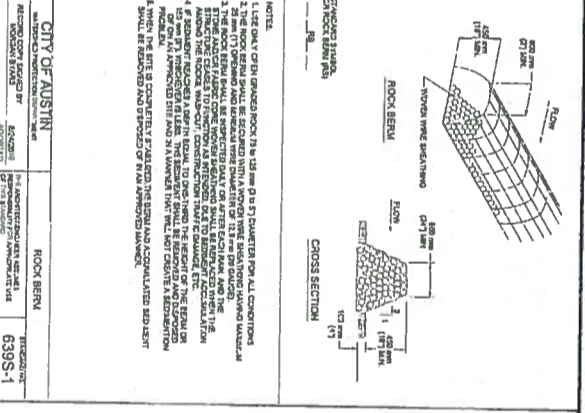
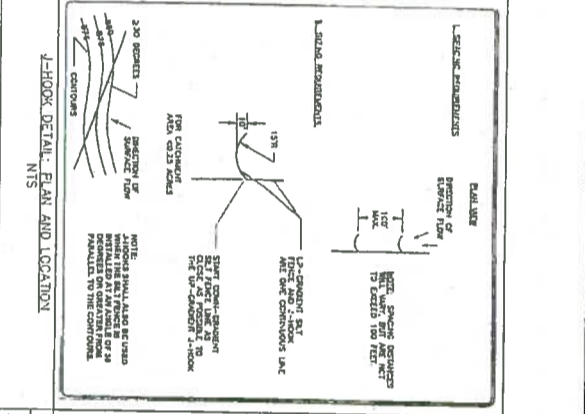
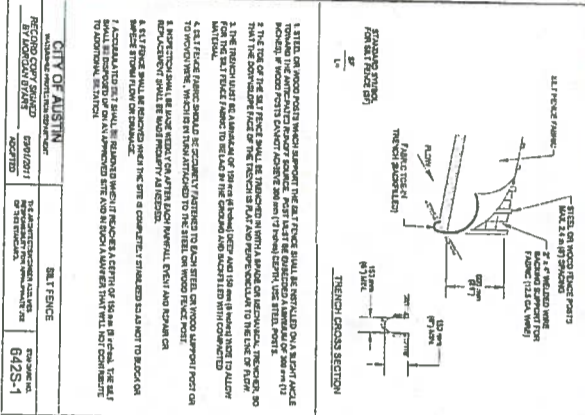


CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591	POND LAYOUT AND CALCULATIONS HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS		REVISION DESCRIPTION BY: DATE:
			DATE: NOVEMBER 2022 PROJECT: 21-282 DRAWN BY: H.C.J. CHECKED BY: H.C.J. APPROVED BY: H.C.J.

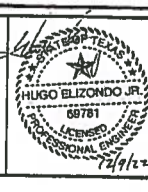


NOTES:

1. PARAPET WALL SHALL BE 12" HIGH ABOVE FINISH FLOOR.
2. FINISH FLOOR SHALL BE 1/2" THICK.
3. ROOF FINISH SHALL BE AS SHOWN.
4. ALL ROOF FINISH SHALL BE PROTECTED BY A 2" THICK PARAPET WALL.
5. PARAPET WALL SHALL BE CONCRETE ON CMU BLOCK.
6. PARAPET WALL SHALL BE FINISHED WITH 1/2" THICK GYP BOARD.
7. PARAPET WALL SHALL BE FINISHED WITH 1/2" THICK GYP BOARD.
8. PARAPET WALL SHALL BE FINISHED WITH 1/2" THICK GYP BOARD.
9. PARAPET WALL SHALL BE FINISHED WITH 1/2" THICK GYP BOARD.
10. PARAPET WALL SHALL BE FINISHED WITH 1/2" THICK GYP BOARD.



REVISION	DESCRIPTION	BY	DATE

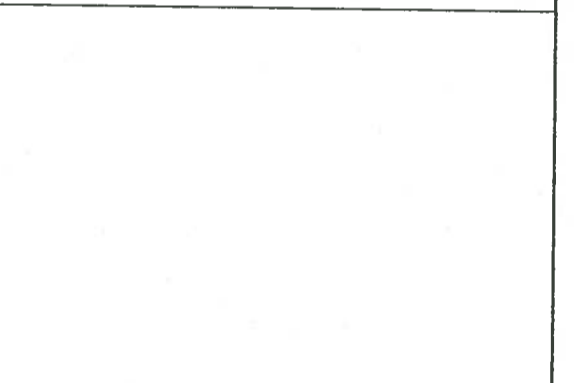
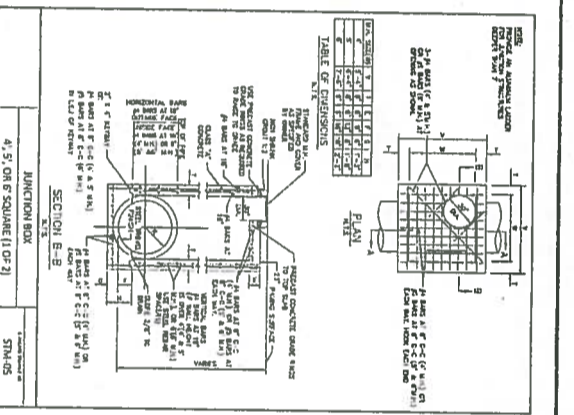
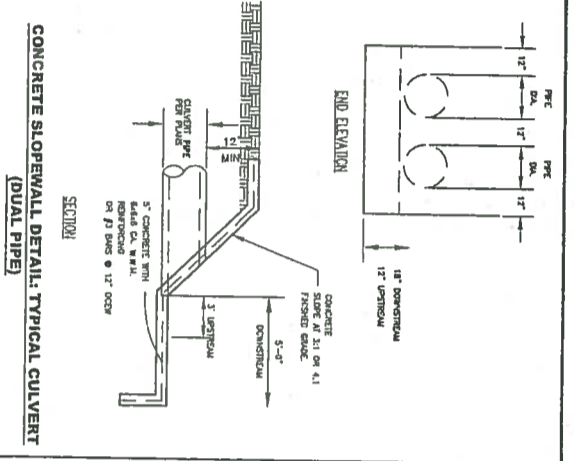
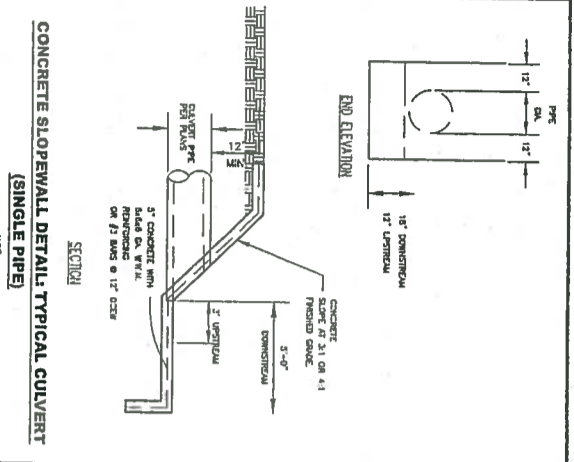


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Consultants, LTD.
Registration No. 17-5524
3601 Kyle Crossing, Suite A, P.O. Box 112, 75001, Dallas, TX 75244
Phone: (214) 312-5000 Fax: (214) 312-5157
E-mail: custm@cuatroc Consultants.com

EROSION CONTROL DETAILS
HILL COUNTRY SPRINGS APARTMENTS
JOHNSON CITY, TEXAS

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

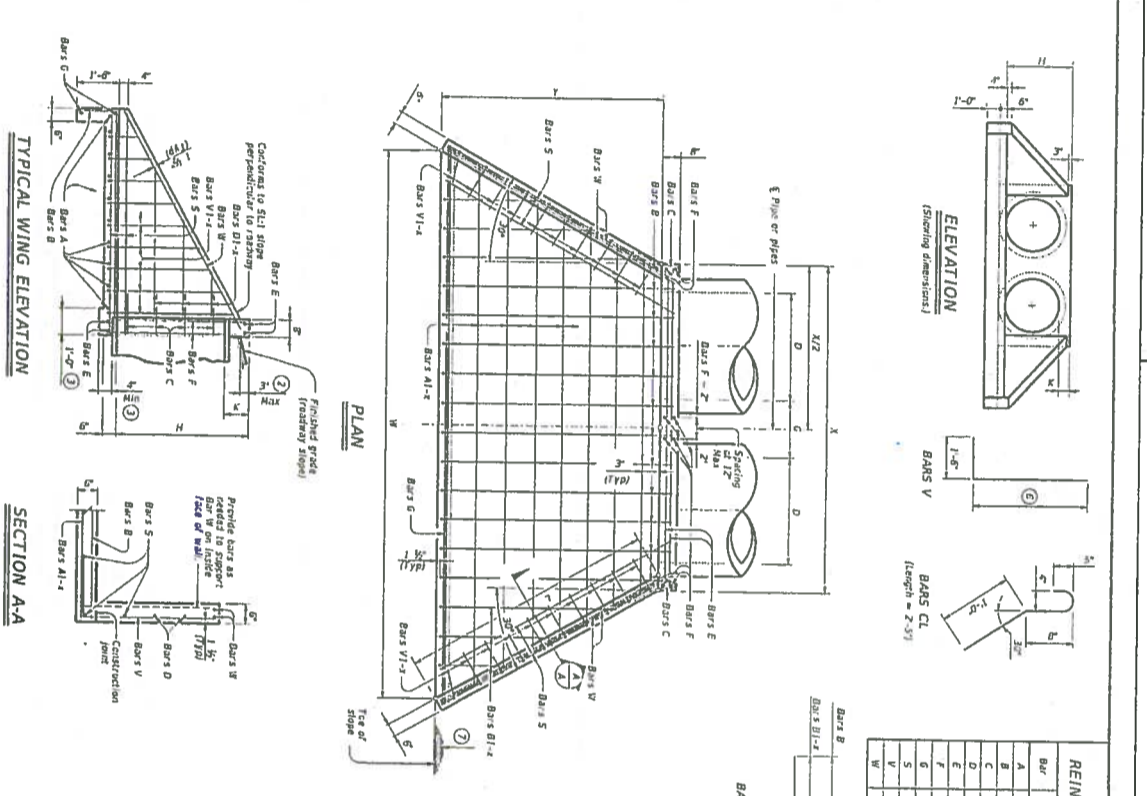
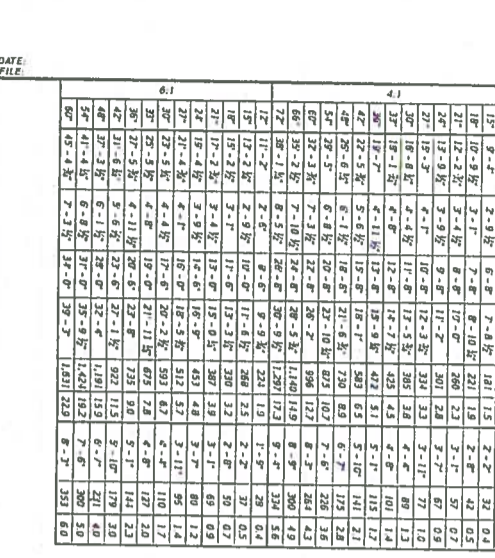
DATE: NOVEMBER 2012
PROJECT: 21-232
DESIGNED BY: JIM CARTER
CHECKED BY: JIM CARTER
DATE: NOVEMBER 2012
SCALE: AS SHOWN
SHEET: 24 OF 27



DISCLAIMER: The use of this structure is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TADCO for any purpose whatsoever. TADCO assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL

Slope	Values for One Pipe				Reinft. Conc. (lb/ft)	Reinft. Conc. (CY)	Values for Two Pipes			
	W	X	Y	L			Reinft. Conc. (lb/ft)	Reinft. Conc. (CY)	Reinft. Conc. (lb/ft)	Reinft. Conc. (CY)
1:1	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:1.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:2	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:2.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:3	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:3.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:4	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:4.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:5.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:6	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:6.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:7	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:7.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:8	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:8.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:9	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:9.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:10	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:10.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:11	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:11.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:12	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:12.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:13	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:13.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:14	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:14.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:15	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:15.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:16	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:16.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:17	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:17.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:18	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:18.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:19	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:19.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:20	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:20.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:21	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:21.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:22	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:22.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:23	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:23.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:24	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:24.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:25	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:25.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:26	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:26.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:27	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:27.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:28	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:28.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:29	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:29.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:30	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:30.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:31	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:31.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:32	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:32.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:33	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:33.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:34	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:34.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:35	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:35.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:36	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:36.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:37	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:37.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:38	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:38.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:39	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:39.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:40	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:40.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:41	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:41.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:42	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:42.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:43	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:43.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:44	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:44.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:45	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:45.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:46	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:46.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:47	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:47.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:48	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:48.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:49	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:49.5	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	
1:50	2'-0"	2'-0"	2'-0"	2'-0"	88	0.6	176	1.2	2.4	



REINFORCING STEEL TABLE OF CONSTANT DIMENSIONS

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL

GENERAL NOTES:

- Specify slope for one pipe and wall.
- For vehicle safety, provide a minimum 3' clearance from the top of the concrete structure to the ground surface.
- Provide a 1" gap between the concrete structure and the ground surface.
- Provide a 1" gap between the concrete structure and the ground surface.
- Provide a 1" gap between the concrete structure and the ground surface.

MATERIAL NOTES:

Concrete: 3000 psi

Reinforcing Steel: #4

GENERAL NOTES:

Designing according to ASHRAE 90.1-2010 Energy Code

Do not use a slope of 1:1 for any structure unless otherwise noted.

Provide Class C concrete (f'c = 3000 psi).

Provide Class C concrete (f'c = 3000 psi).

Provide Class C concrete (f'c = 3000 psi).

CH-FW-0

CONCRETE HEADWALLS WITH FLARED WINGS FOR SKEW PIPE CULVERTS

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

PROJECT: 21-080

DATE: NOVEMBER 2022

DESIGN: [Signature]

CHECKED: [Signature]

DRAWN: [Signature]

APPROVED: [Signature]

SHEET: 25 OF 27

DRAINAGE DETAILS

HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS

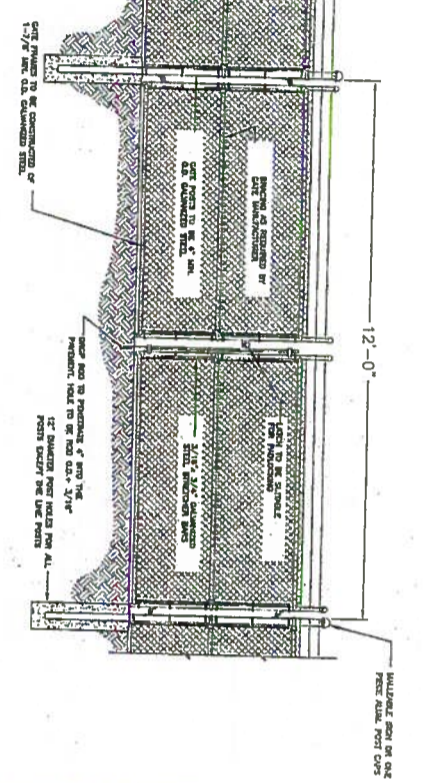
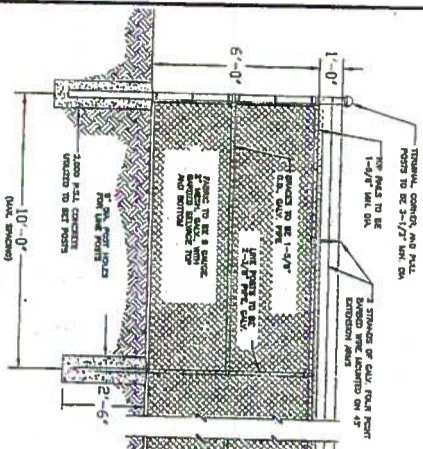
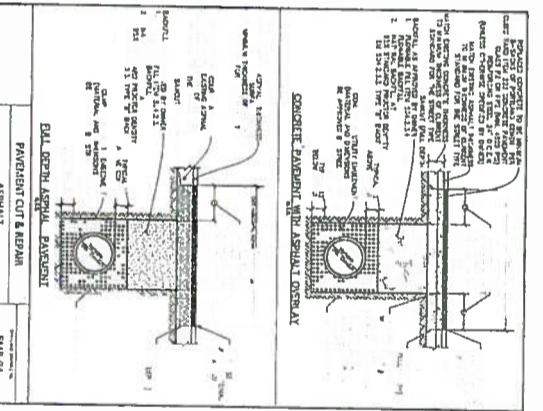
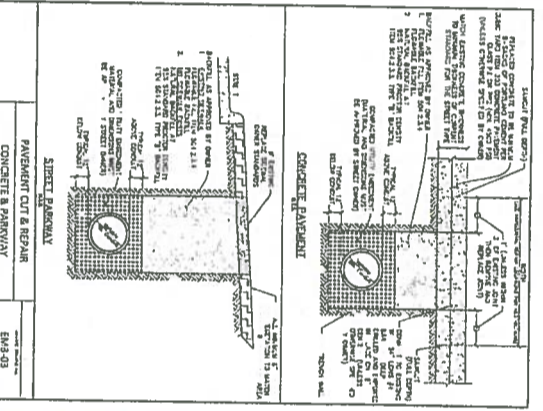
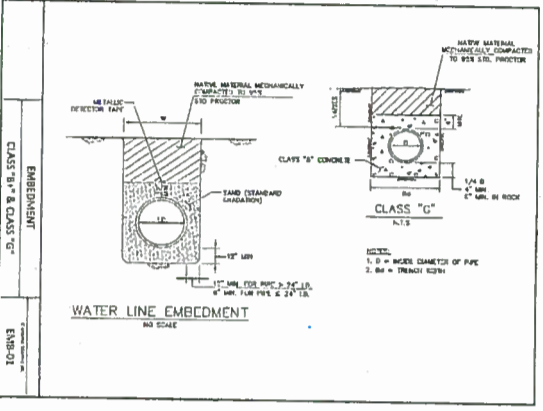
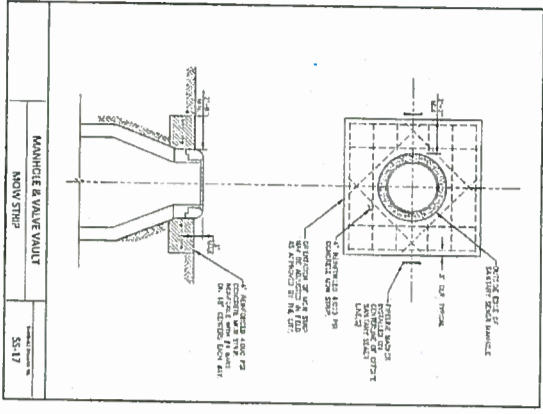
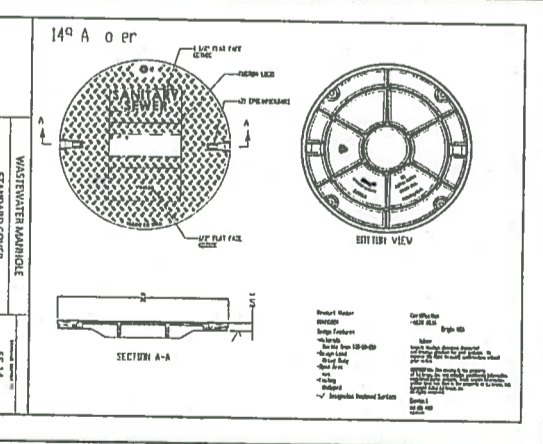
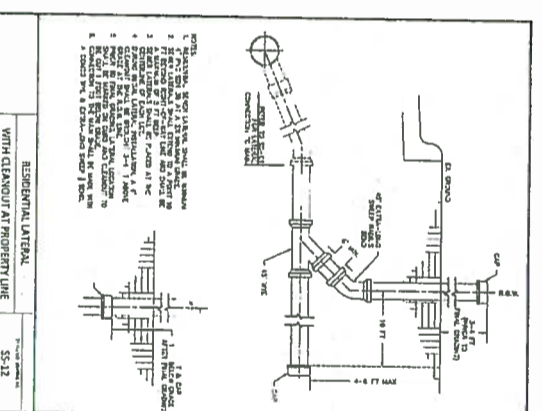
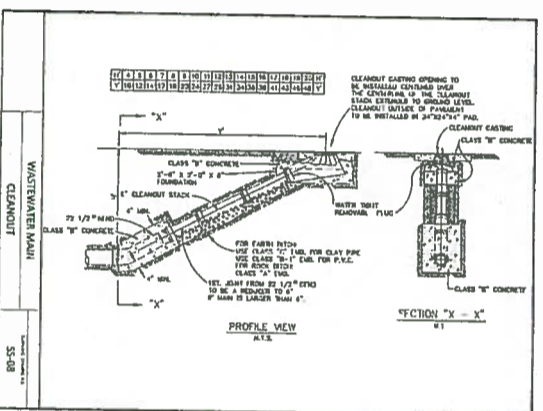
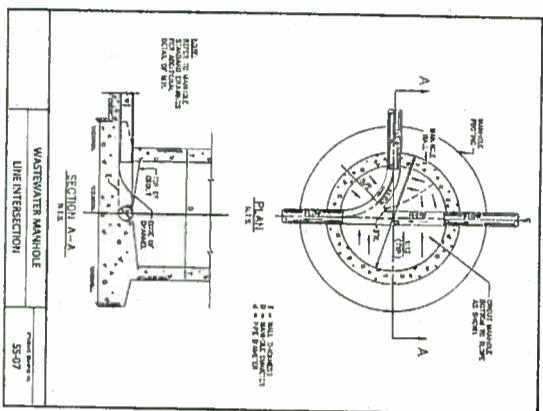
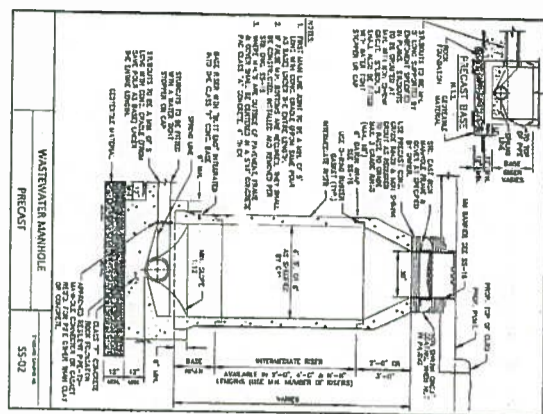
4 CUATRO Consultants, LTD. Registration No. T-3524

3601 Kyle Crossing, Suite A, Dallas, TX 75212-5599 Phone: (512) 512-5040 Fax: (512) 512-5599 Email: cuatro@cuatrosconsultants.com

HUGO ELIZONDO, P.E., LICENSED PROFESSIONAL ENGINEER, REG. NO. 68781

REVISION DESCRIPTION BY DATE

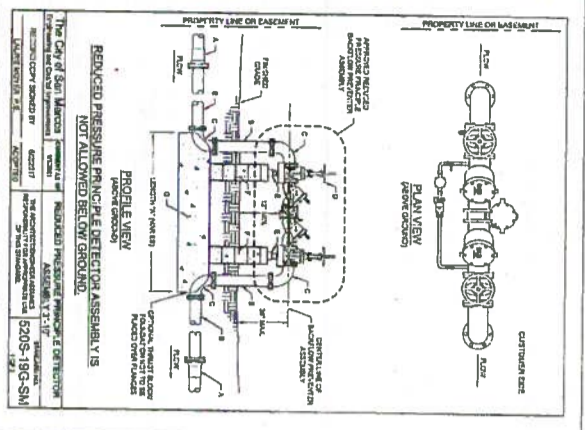
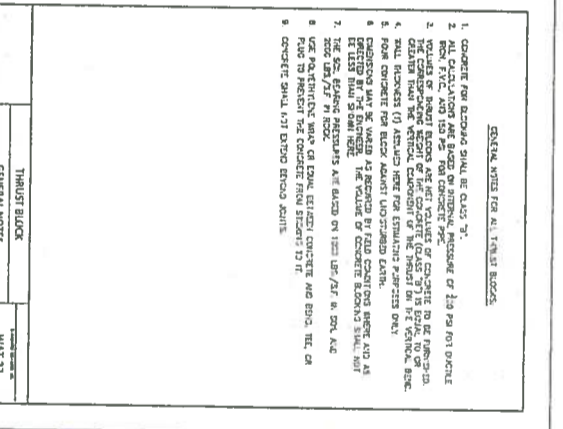
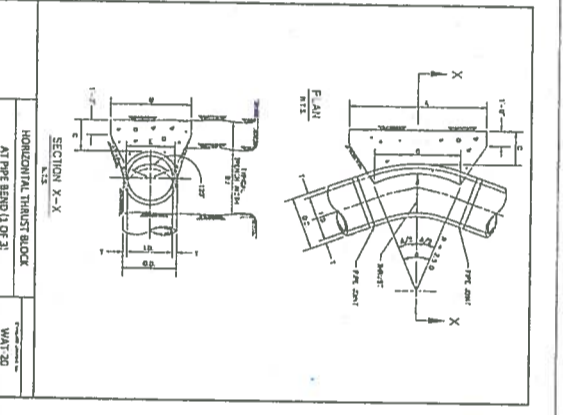
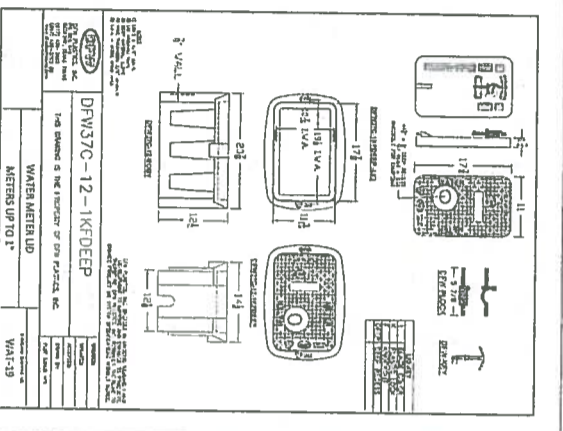
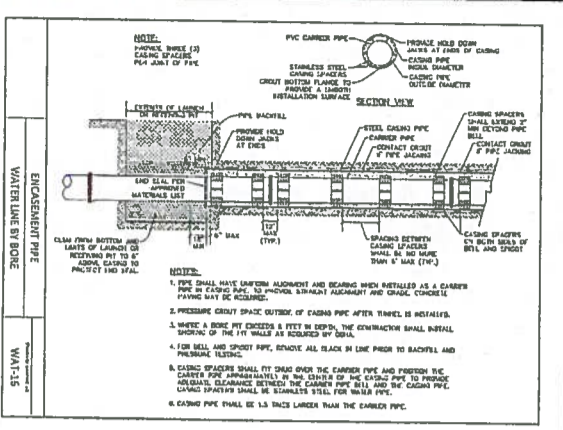
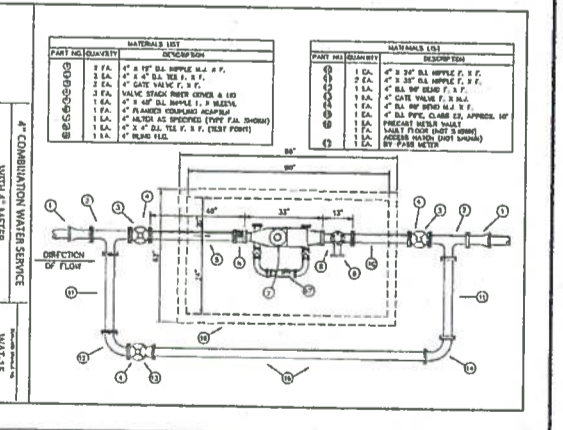
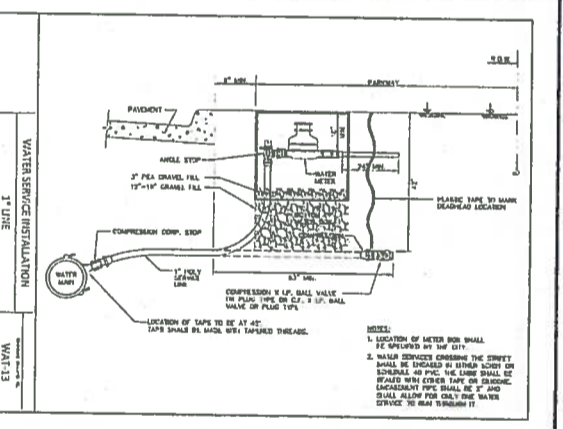
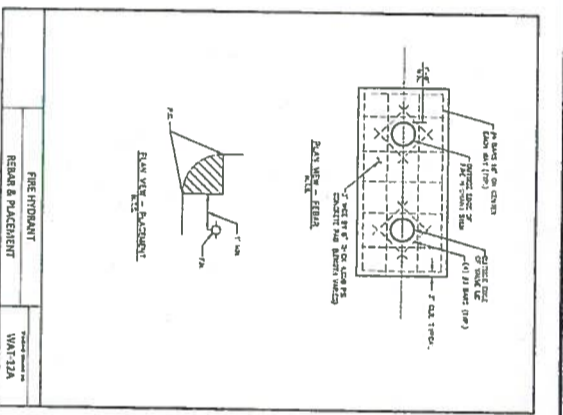
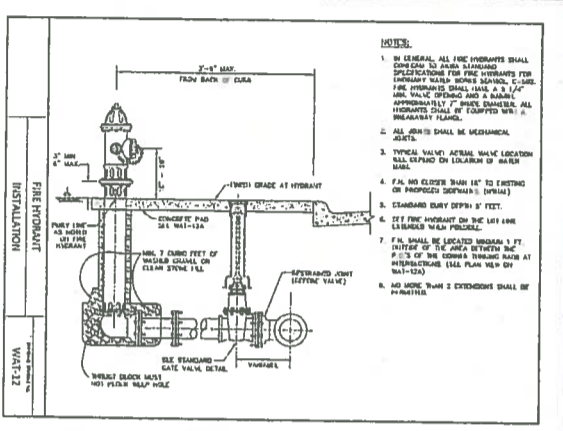
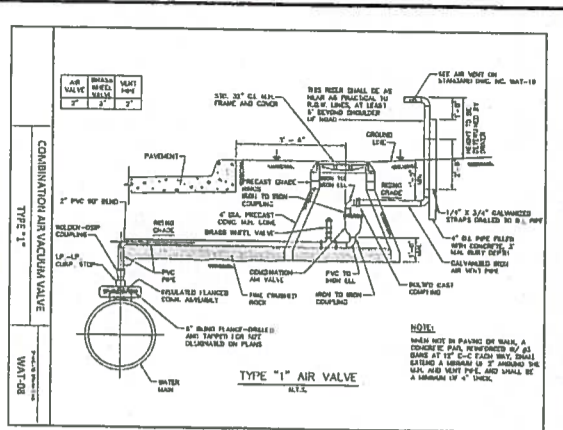
DATE: 11/21/22



REVISION	DESCRIPTION	BY	DATE

CLIENT: JIM CARTER TX-290-1031, LLC 34843 RANCHO CALIFORNIA ROAD TEMECULA, CALIFORNIA 92591	WASTEWATER DETAILS HILL COUNTRY SPRINGS APARTMENTS JOHNSON CITY, TEXAS		
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DATE: NOVEMBER 2022	PROJECT: 21-392	DRAWING'S NAME: RETRAINER	DESIGN: CHEWED	APPROVED: HE, J.
SHEET 26 OF 27				

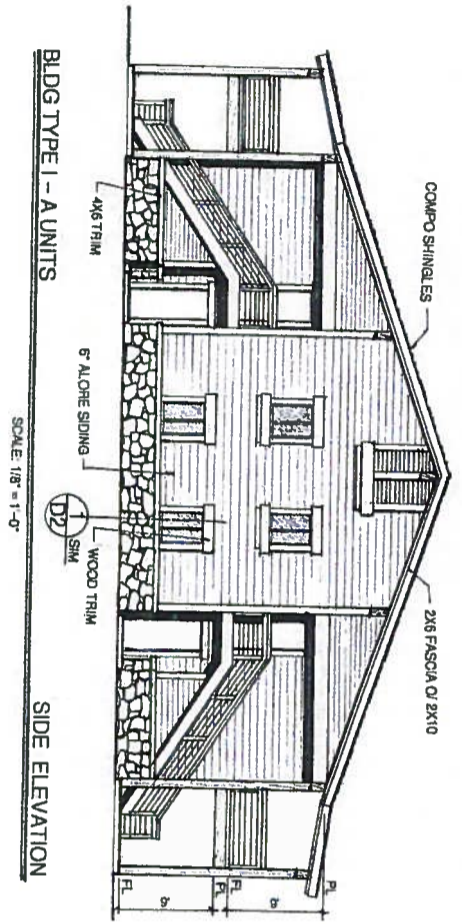


RECOMMENDED MATERIALS LIST

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2" SCH 40 GALV. STEEL	1	PIECE
2	1/2" SCH 40 GALV. STEEL	1	PIECE
3	1/2" SCH 40 GALV. STEEL	1	PIECE
4	1/2" SCH 40 GALV. STEEL	1	PIECE
5	1/2" SCH 40 GALV. STEEL	1	PIECE
6	1/2" SCH 40 GALV. STEEL	1	PIECE
7	1/2" SCH 40 GALV. STEEL	1	PIECE
8	1/2" SCH 40 GALV. STEEL	1	PIECE
9	1/2" SCH 40 GALV. STEEL	1	PIECE
10	1/2" SCH 40 GALV. STEEL	1	PIECE

NOTE:
1. ALL MATERIALS SHALL BE INSTALLED IN A VERTICAL POSITION WITH THE PIPE AT THE TOP.
2. ALL MATERIALS SHALL BE INSTALLED IN A LOCATION WHERE IT WILL BE PROTECTED FROM DAMAGE.
3. ALL MATERIALS SHALL BE INSTALLED IN A LOCATION WHERE IT WILL BE ACCESSIBLE FOR MAINTENANCE.
4. ALL MATERIALS SHALL BE INSTALLED IN A LOCATION WHERE IT WILL BE PROTECTED FROM FREEZING TEMPERATURES.

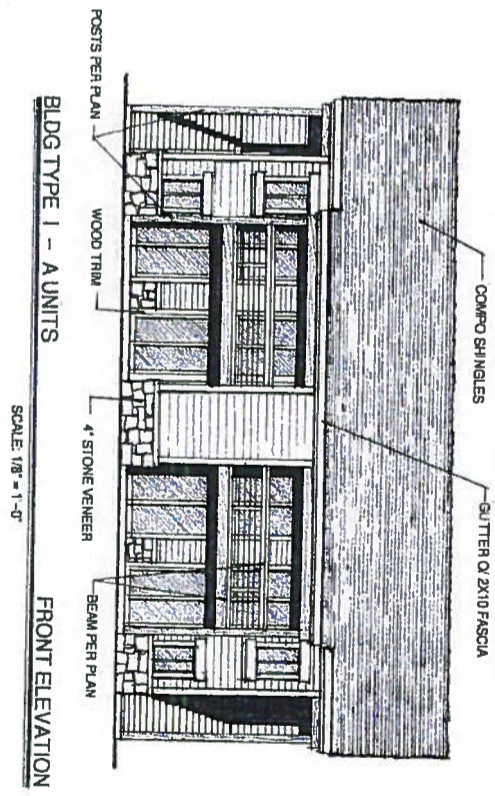




BLDG TYPE I - A UNITS

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

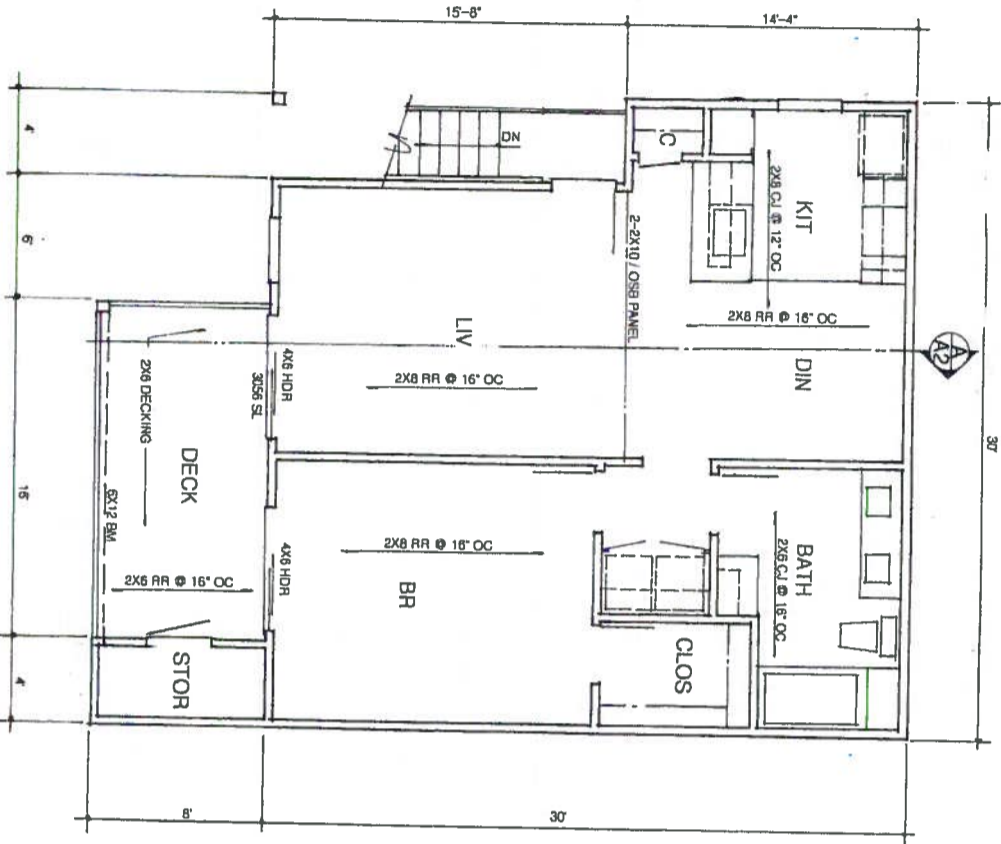
SIDE ELEVATION



BLDG TYPE I - A UNITS

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

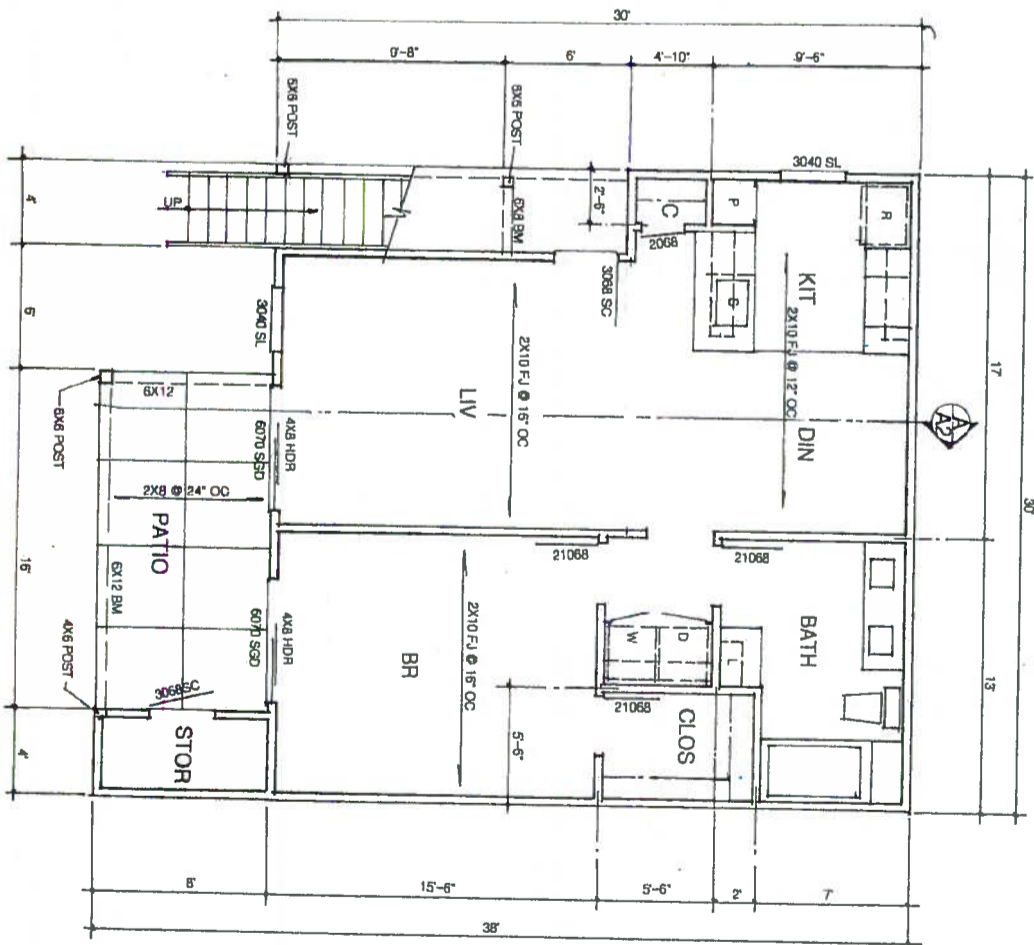
FRONT ELEVATION



SECOND FLOOR PLAN UNIT A

SCALE: 1/4" = 1'-0"

REFER TO FIRST FLOOR PLAN FOR ADDITIONAL NOTES & DIMENSIONS.

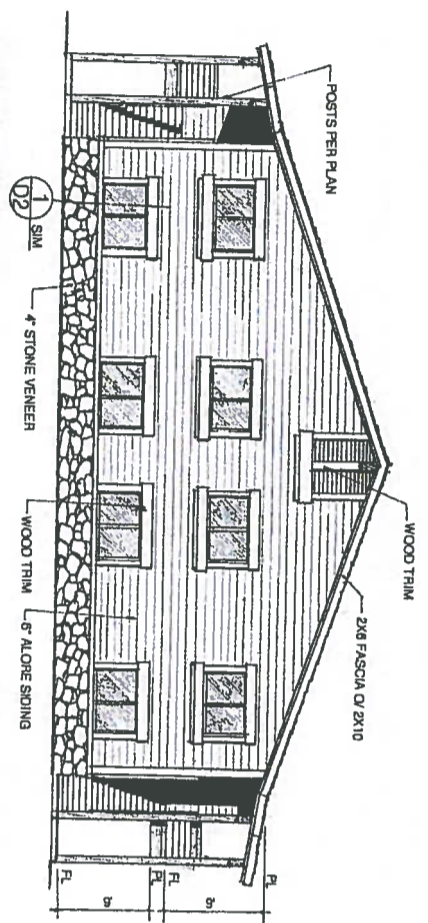


FIRST FLOOR PLAN UNIT A

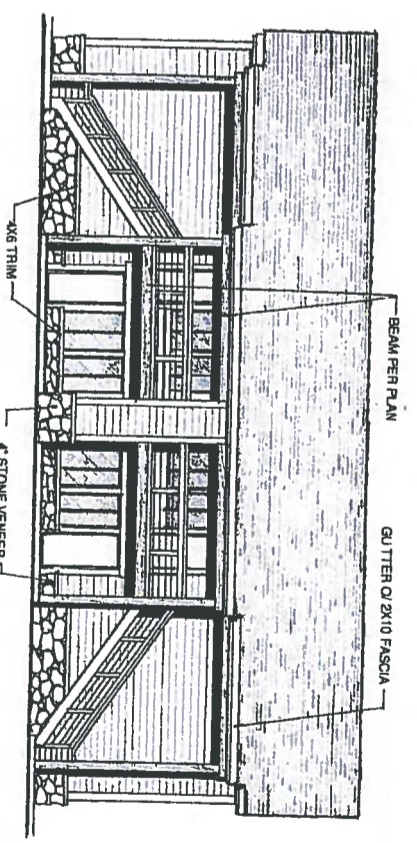
SCALE: 1/4" = 1'-0"

NOTE: 4X BEAMS & HEADERS CAN BE 2-2X

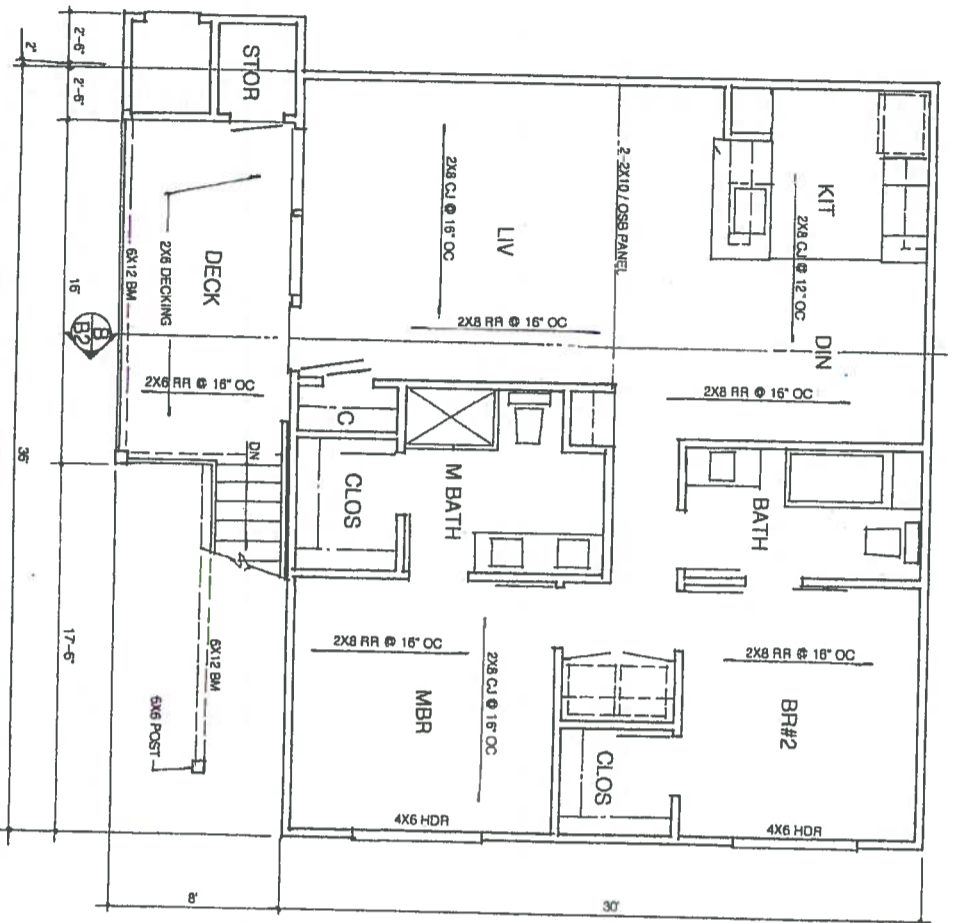
<p>A1 OF 14</p>	<p>VINEYARD SPRINGS APARTMENTS US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS FOR SPRUCE GROVE, INC. P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-8463</p>	<p>BLDG TYPE I - UNIT A FIRST FLOOR PLAN SECOND FLOOR PLAN EXTERIOR ELEVATIONS</p>	<p>PREPARED BY: DEVELOPMENT CONCEPTS 1401 S.W. PERIMBLA DRIVE CROOKED RIVER RANCH, OREGON 97130</p>	<p>REVISED:</p> <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>				



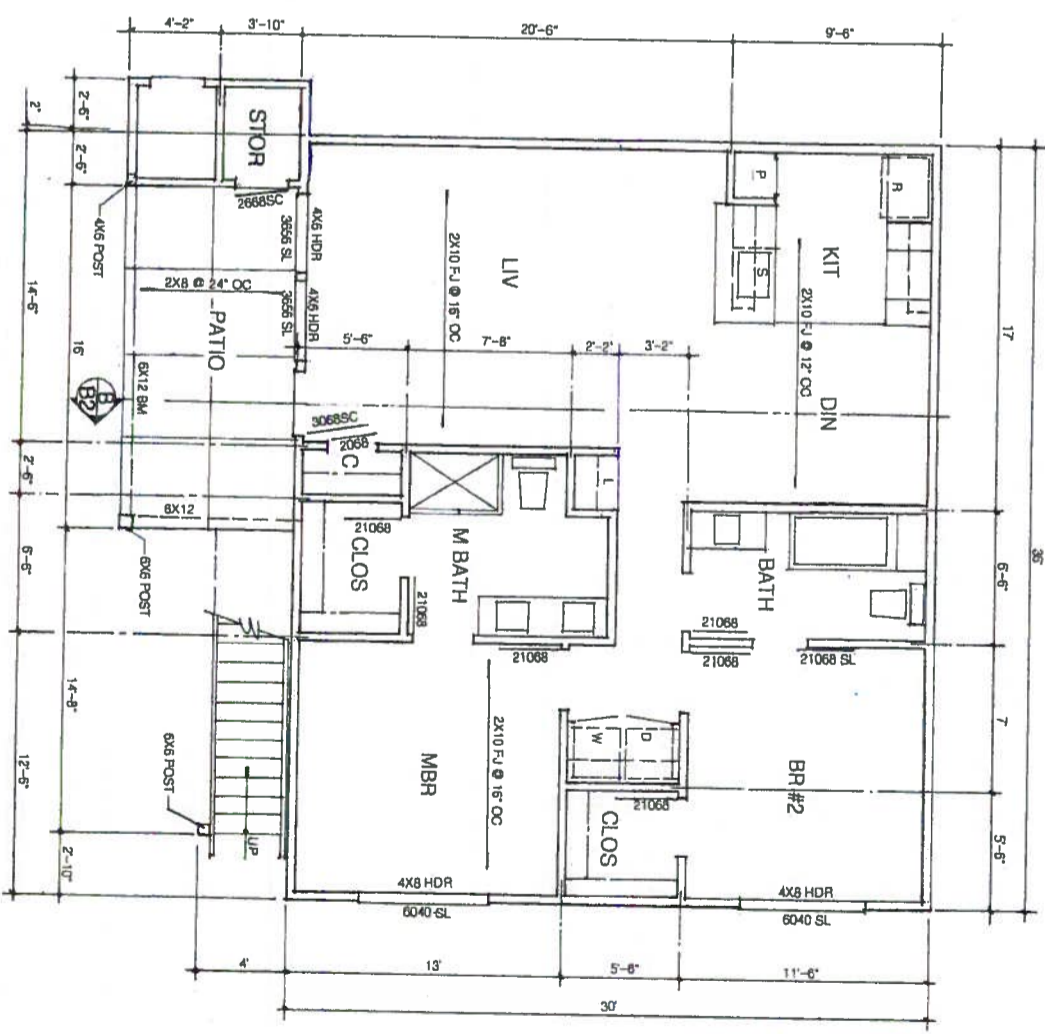
BLDG TYPE III - B UNITS
SCALE: 1/8" = 1'-0"
SIDE ELEVATION



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



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



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

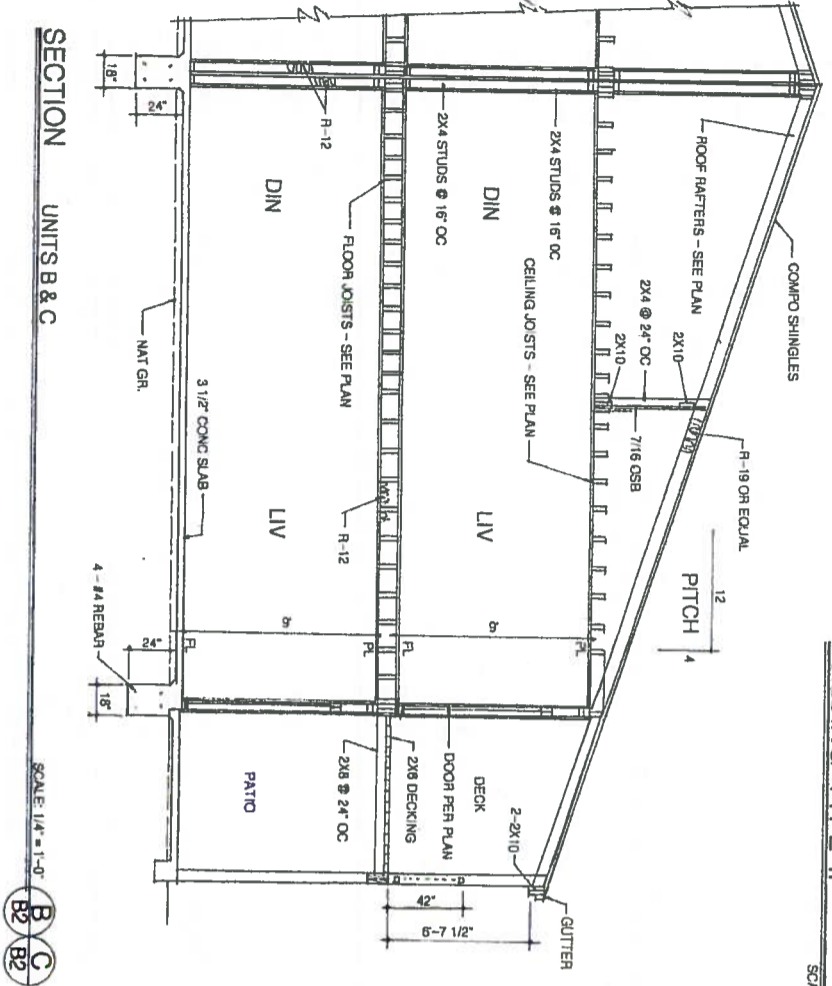
VINEYARD SPRINGS APARTMENTS

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

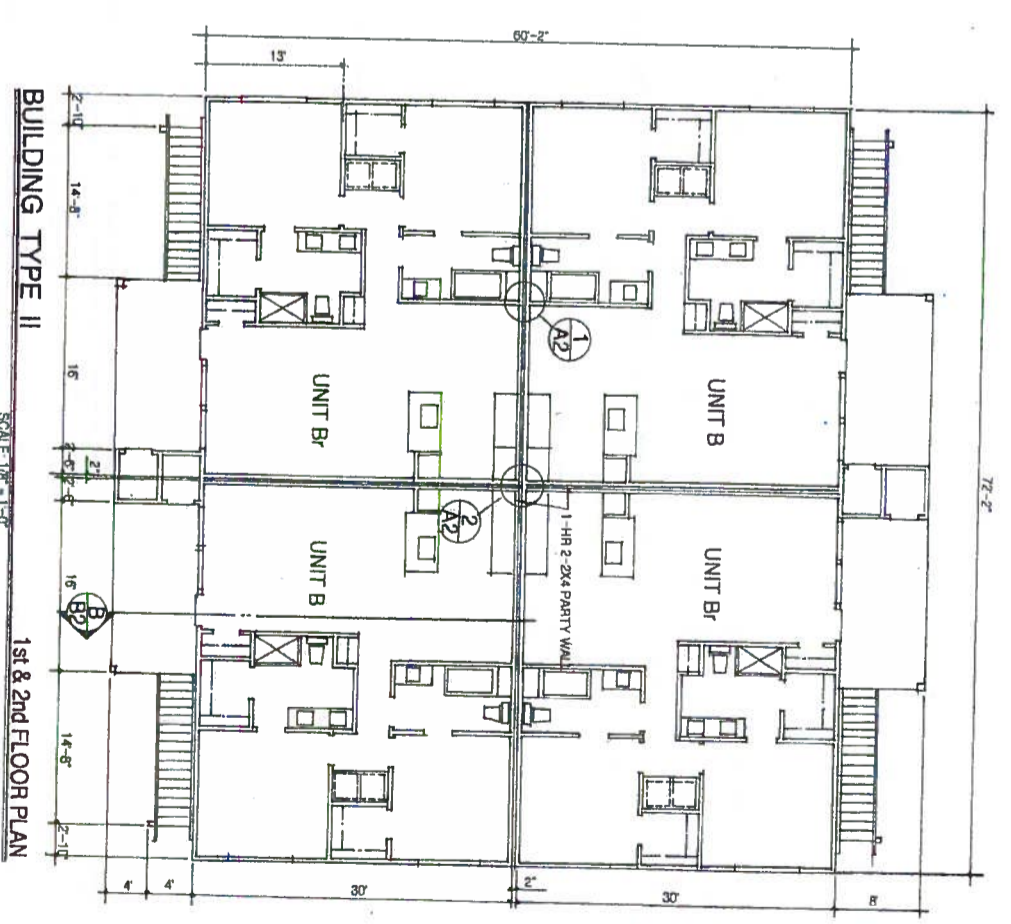
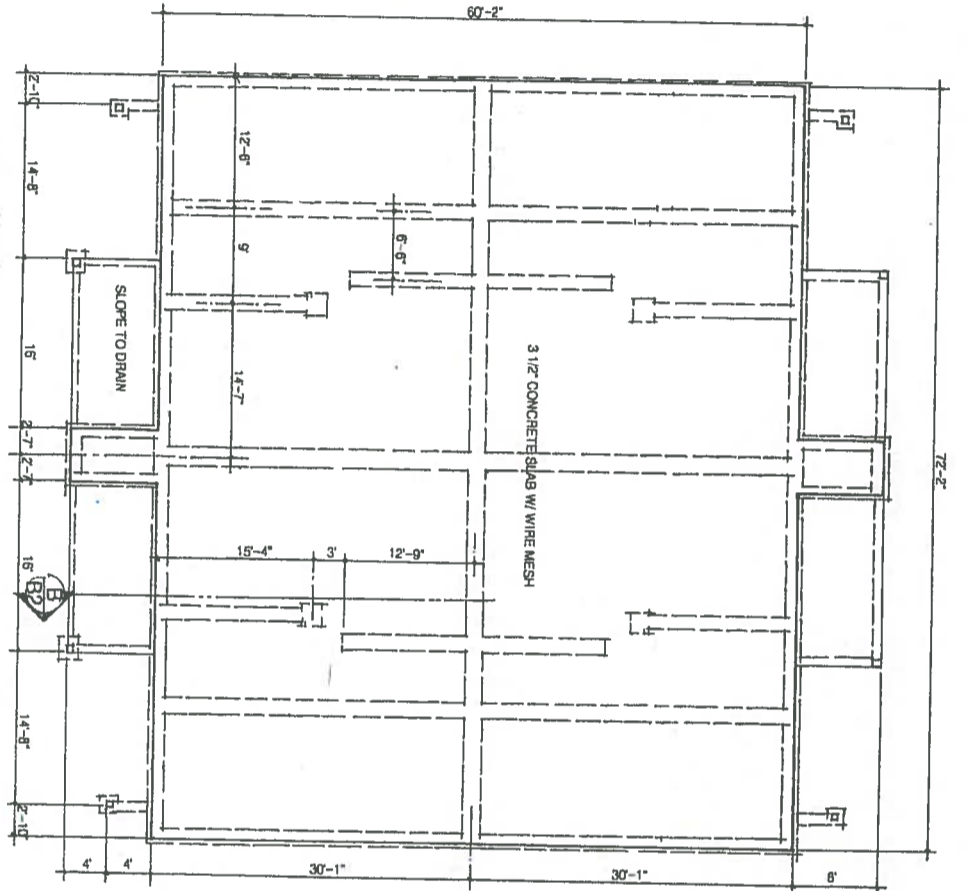
BLDG TYPE II - UNIT B
FIRST FLOOR PLAN
SECOND FLOOR PLAN
EXTERIOR ELEVATIONS

DEVELOPMENT CONCEPTS
14511 E.W. PENINSULA DRIVE GROCKED RIVER RANCH, OROON 87780

REVISED:



BUILDING TYPE II FOUNDATION PLAN B UNITS



BUILDING TYPE II 1st & 2nd FLOOR PLAN

B2 OF 14

DATE: 11/28/21

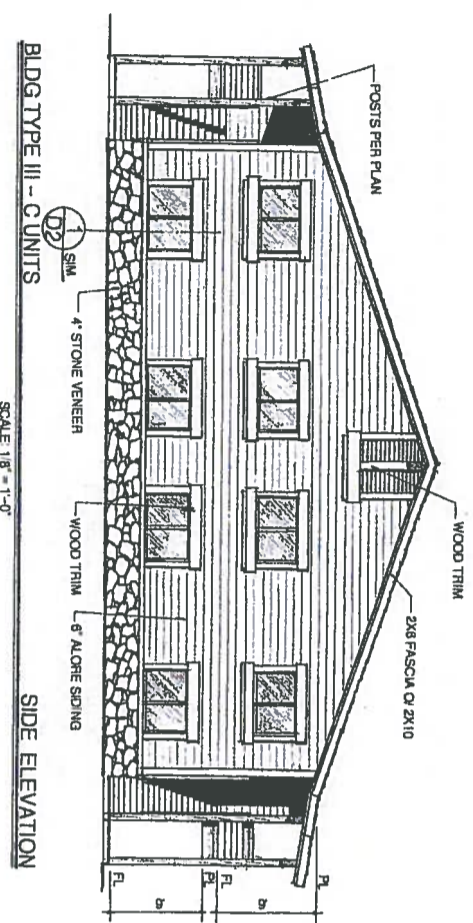
VINEYARD SPRINGS APARTMENTS
 US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS
 FOR
SPRUCE GROVE, INC.
 P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9483

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

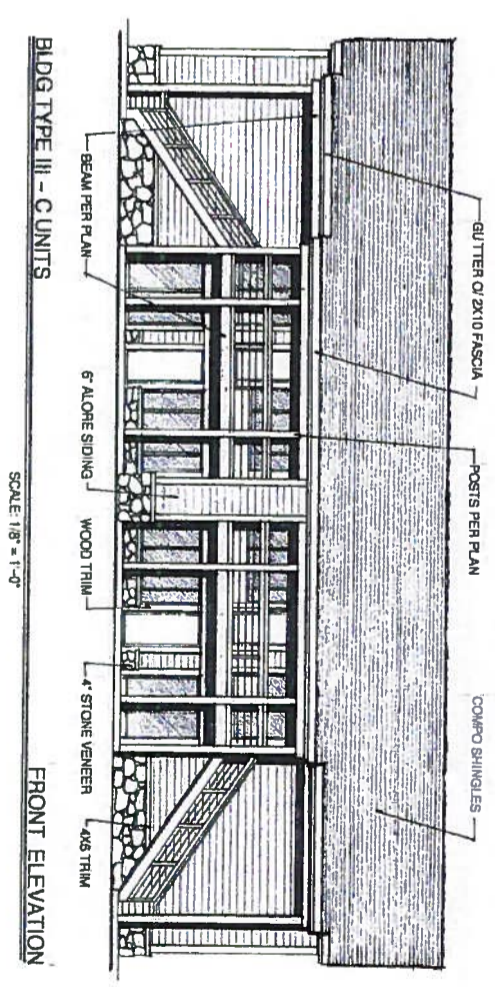
PREPARED BY:

DEVELOPMENT CONCEPTS
 1401 E.W. PENINSULA DRIVE CROOKED RIVER RAMON, OREGON 97180

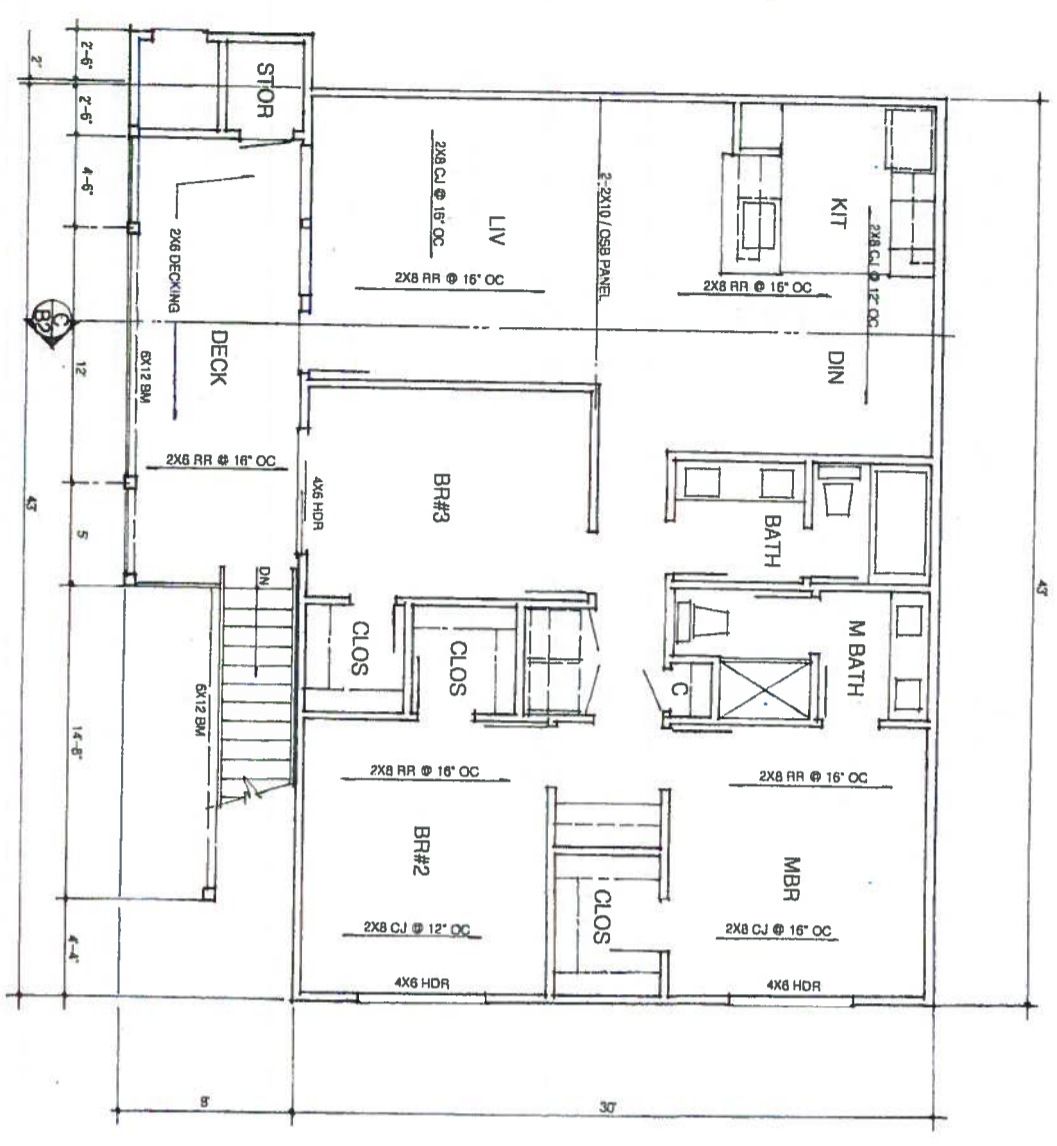
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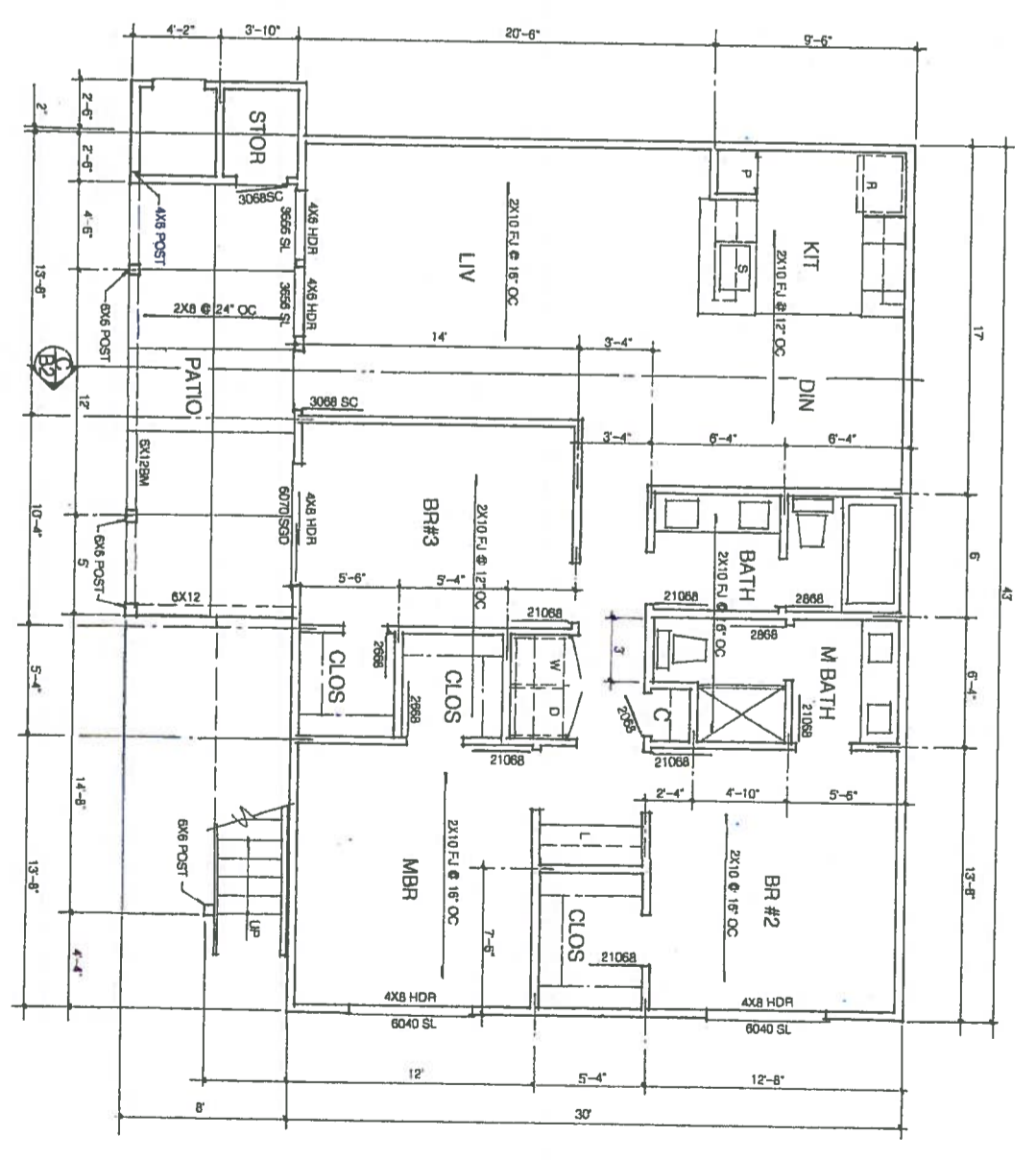
BLDG TYPE III - C UNITS
SCALE: 1/8" = 1'-0"
SIDE ELEVATION



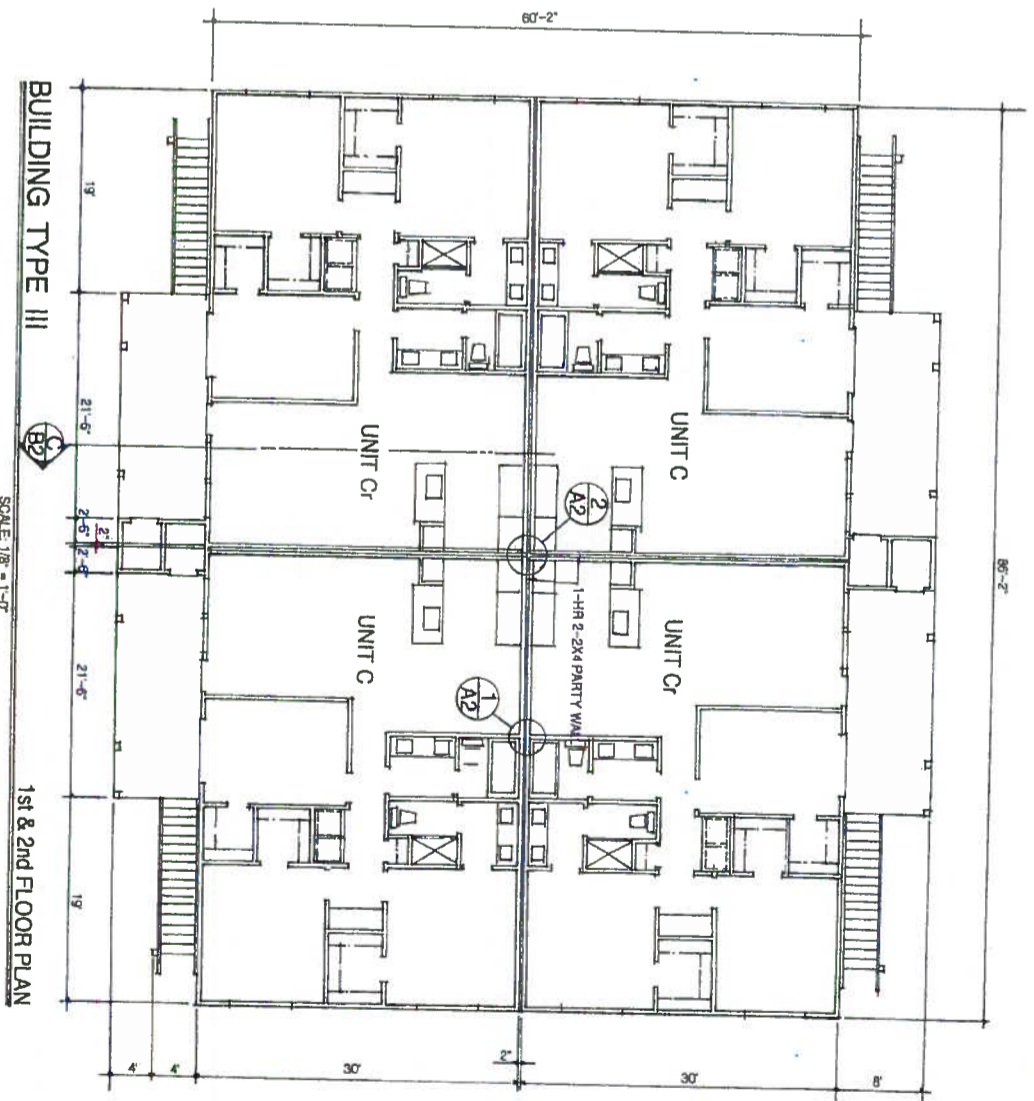
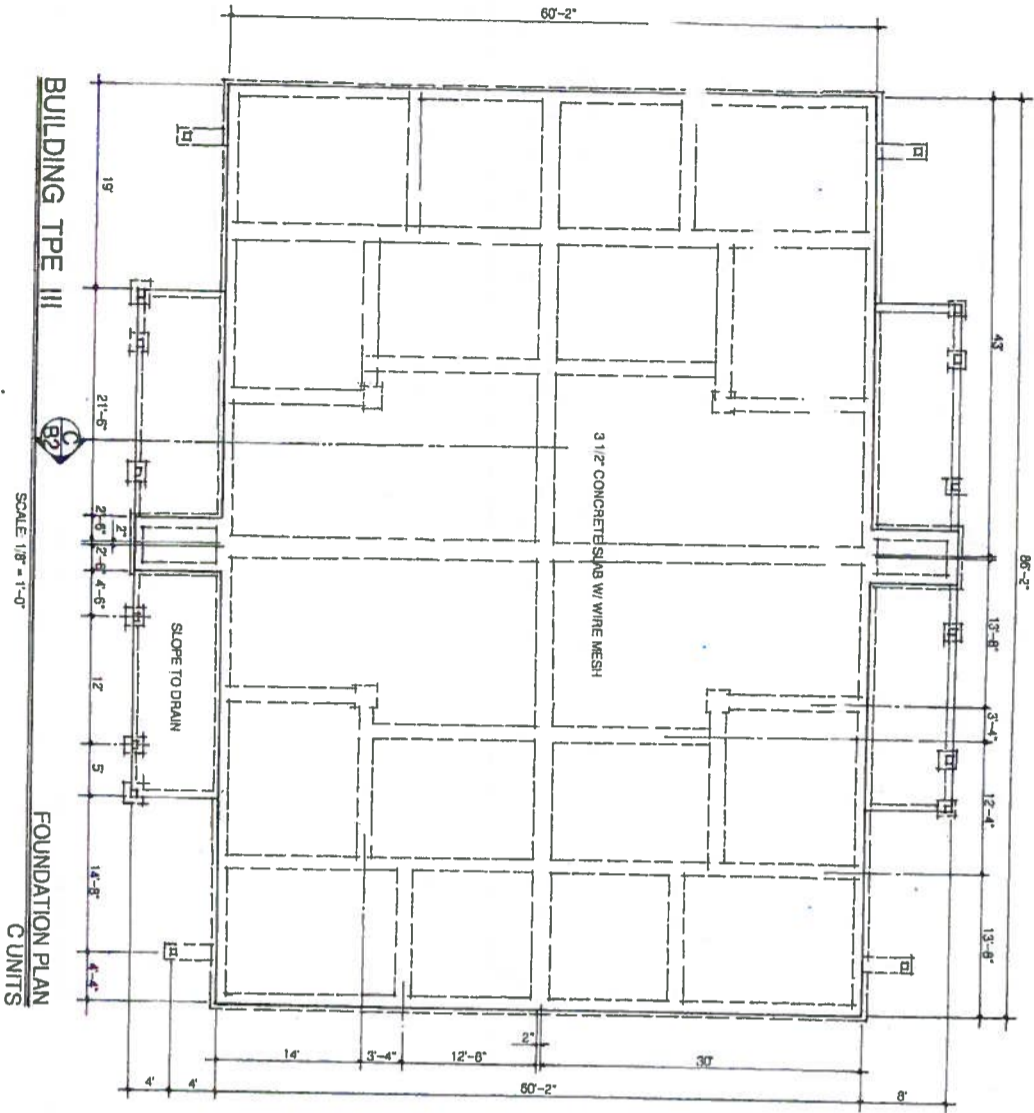
BLDG TYPE III - C UNITS
SCALE: 1/8" = 1'-0"
FRONT ELEVATION



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



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



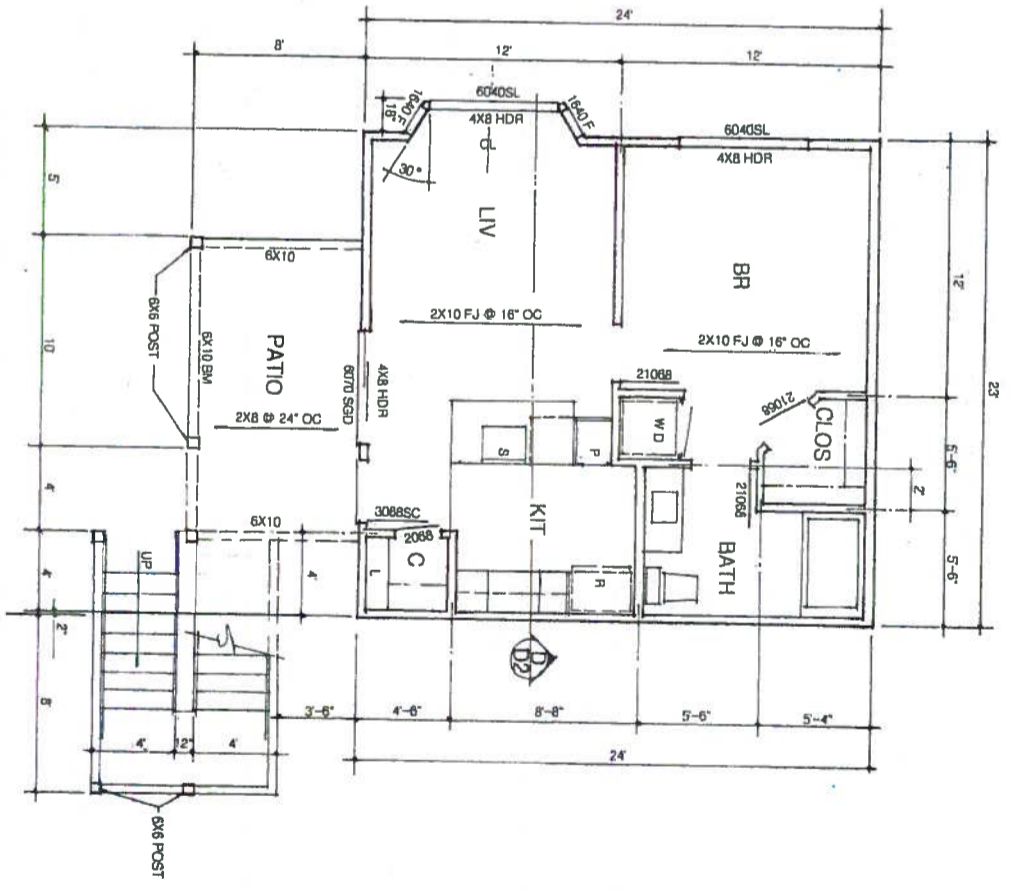
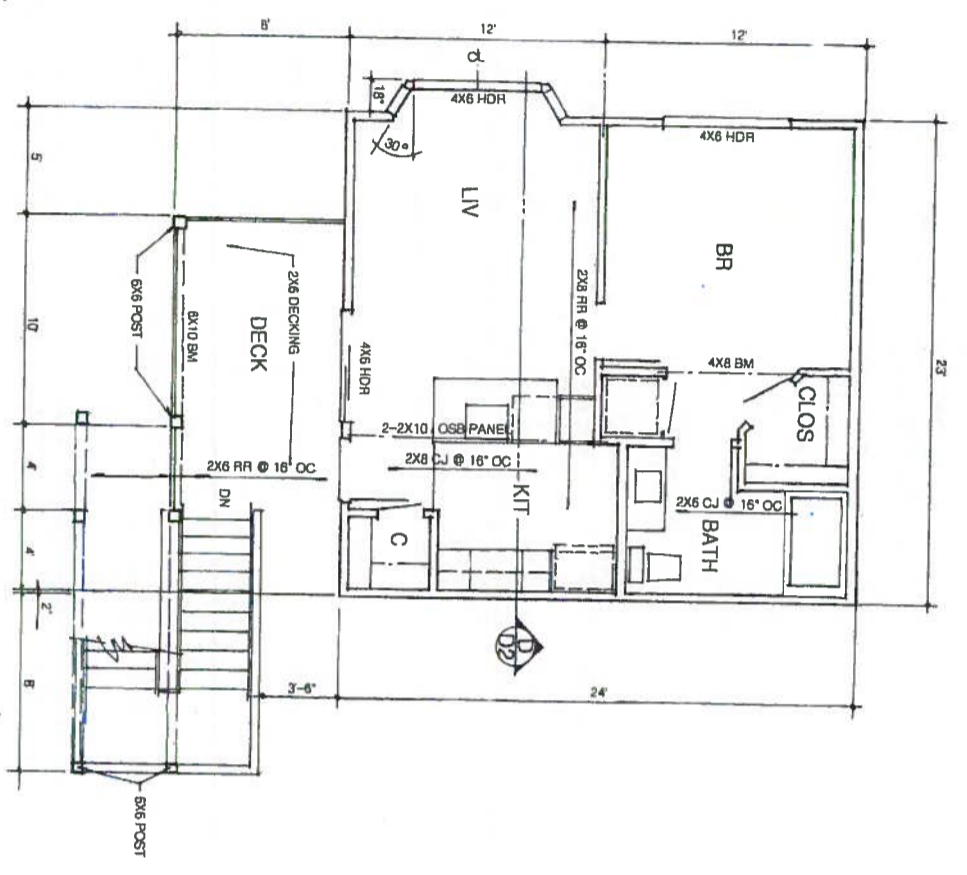
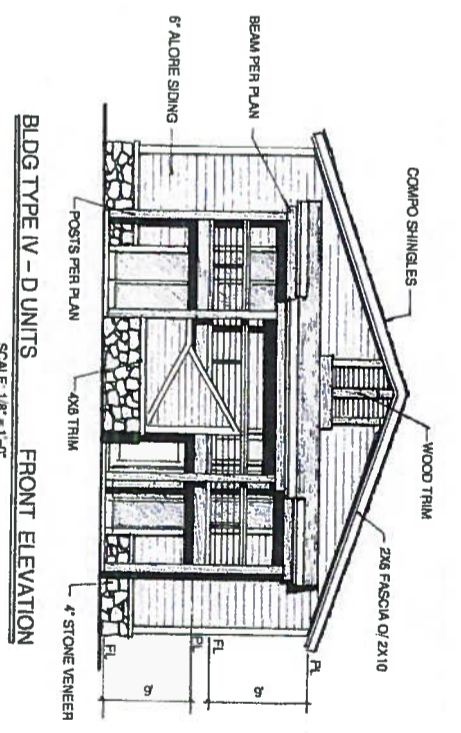
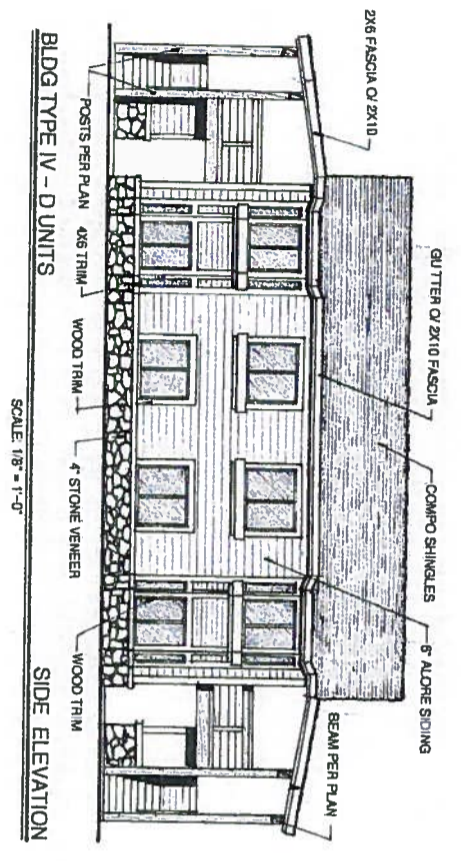
C2
OF 14

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
 1st & 2nd BUILDING FLOOR PLAN
 FOUNDATION PLAN

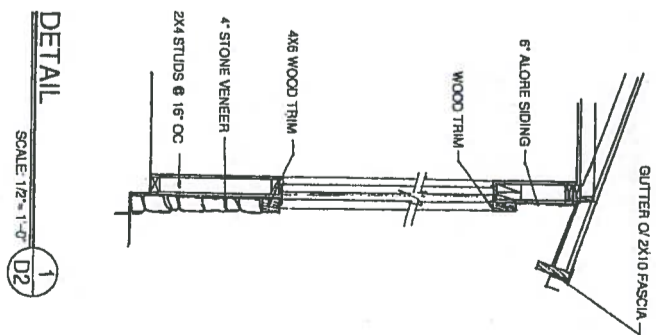
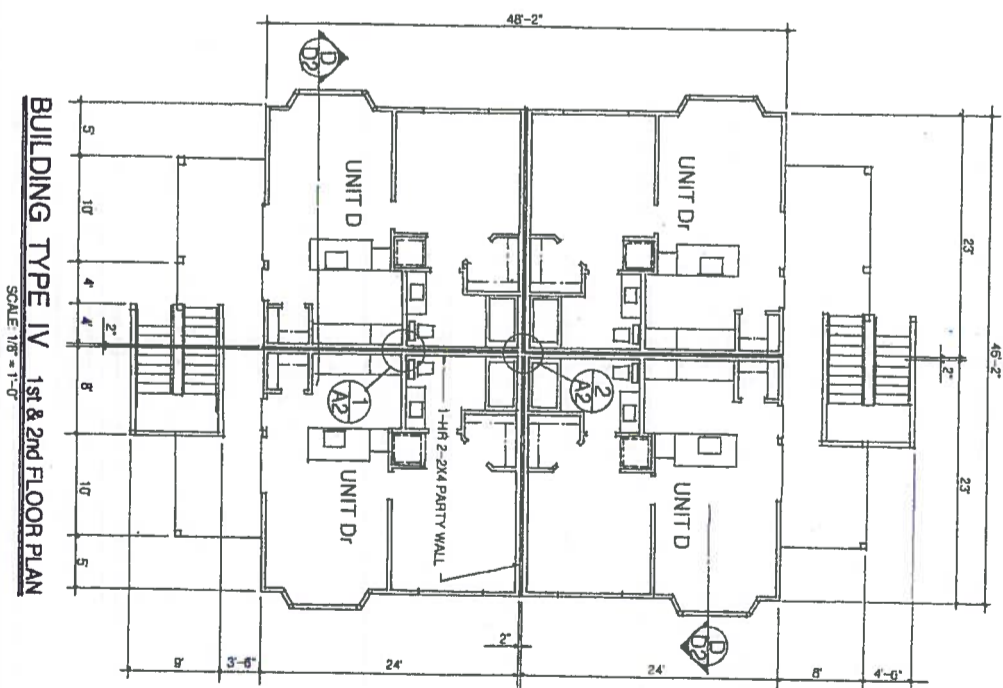
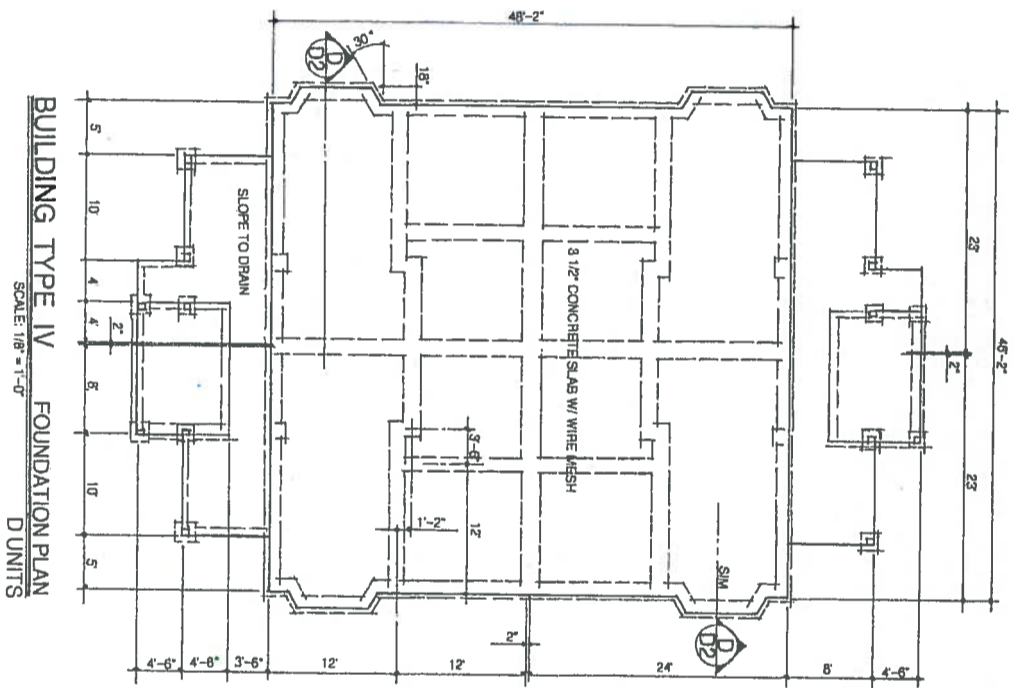
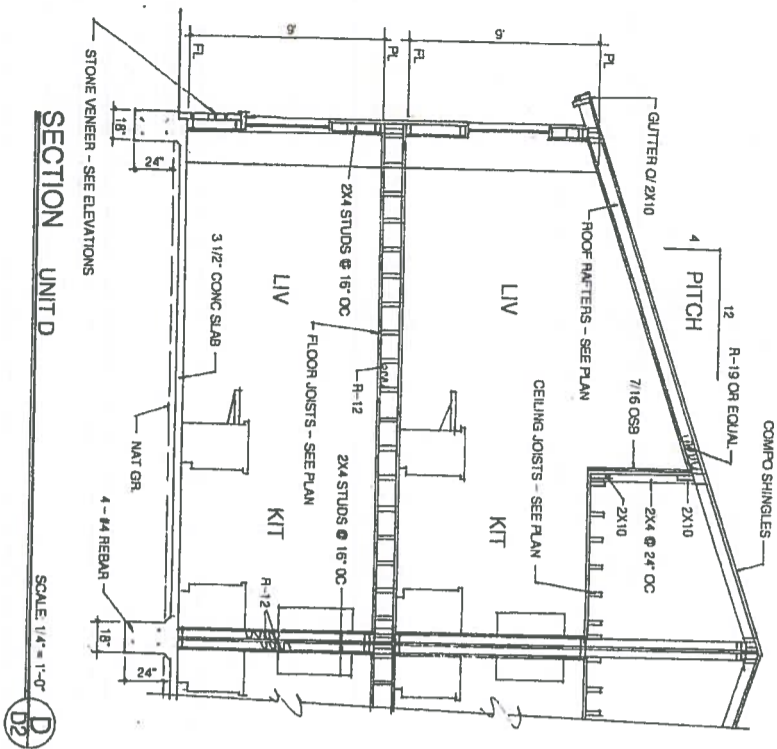
DEVELOPMENT CONCEPTS
 1401 S.W. PENINSULA DRIVE CROOKED RIVER BAY, OREGON 97103

REVISED:



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

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



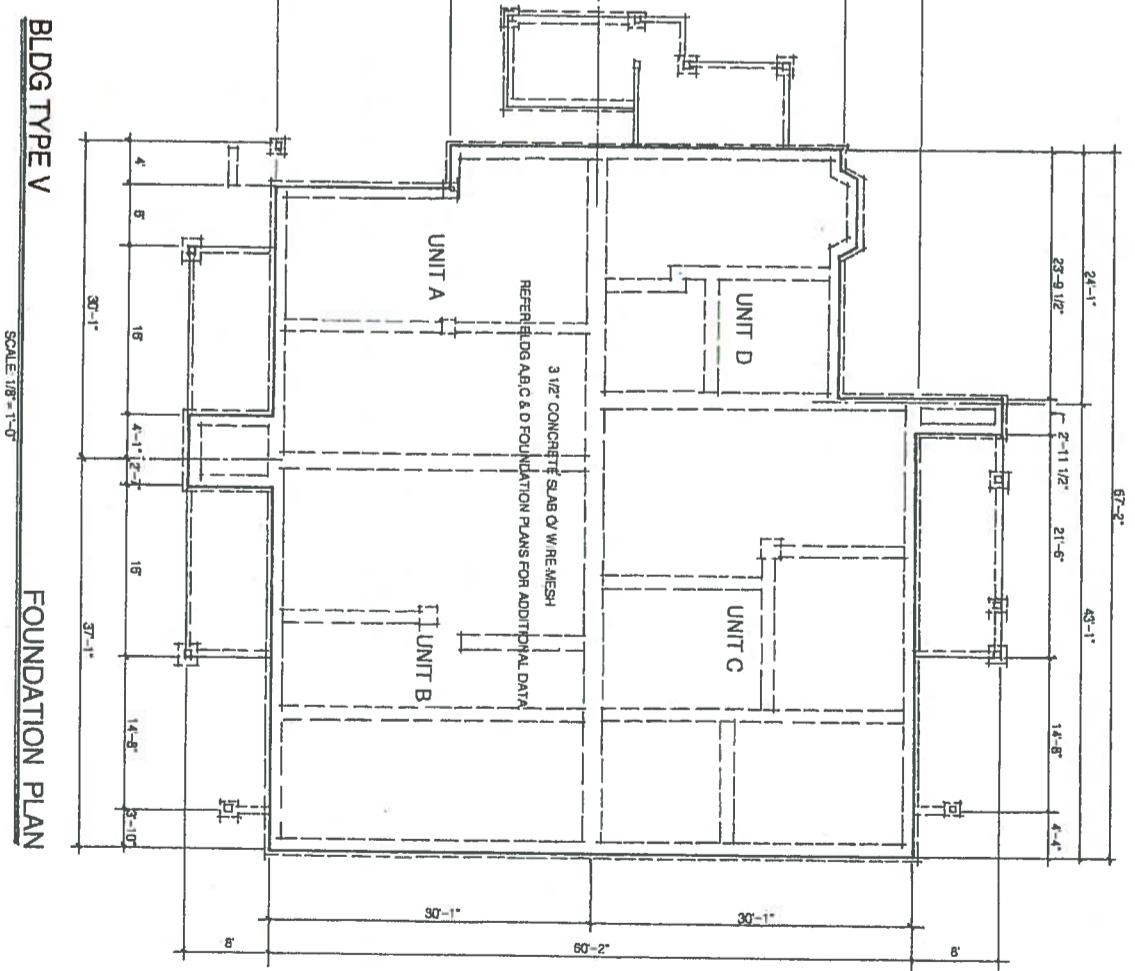
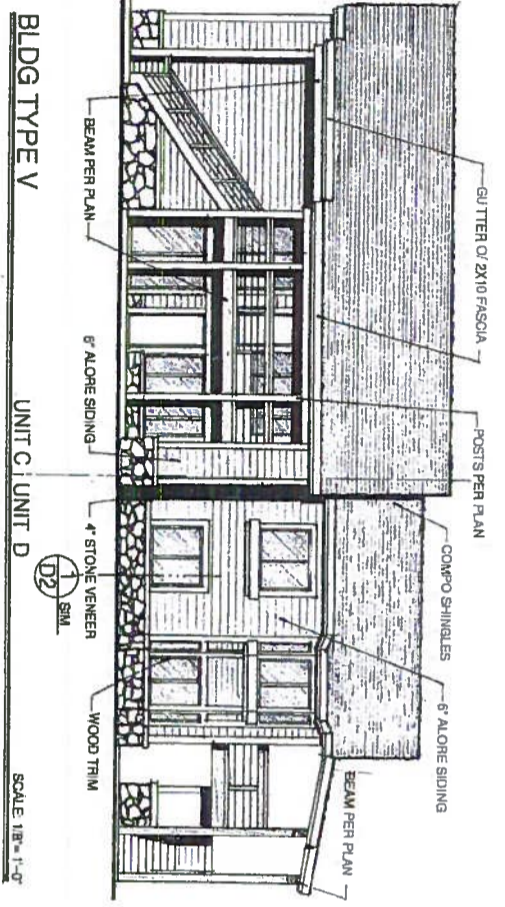
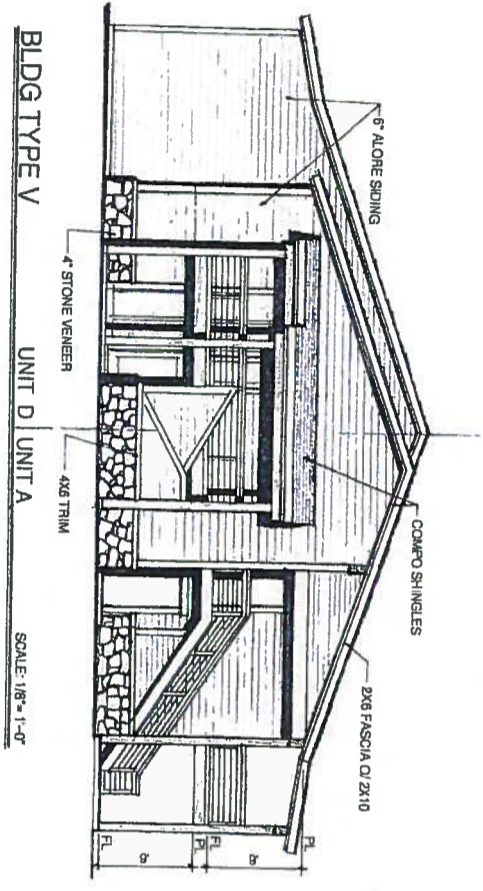
D2
OF 14

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

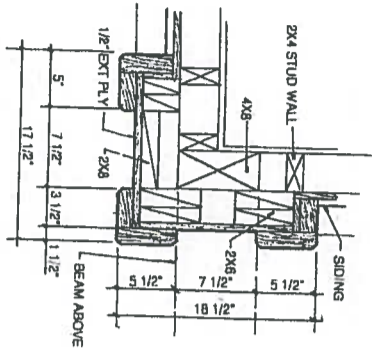
BLDG TYPE IV - UNIT D
 1st & 2nd BUILDING FLOOR PLAN
 FOUNDATION PLAN
 SECTION DETAIL

DEVELOPMENT CONCEPTS
 1541 S.W. PENNSULA DRIVE CROOKED RIVER RANCH, OREGON 97130

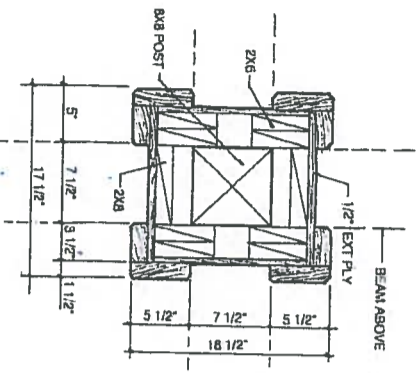
REVISIONS:	PREPARED BY:



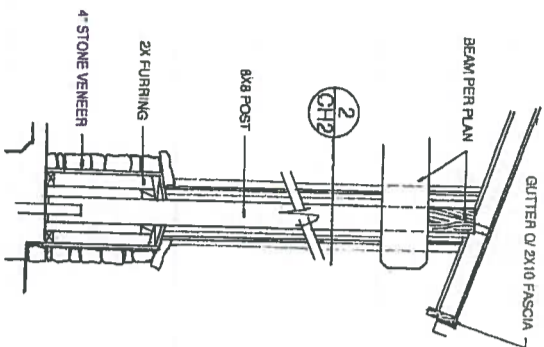
V1 OF 14	VINEYARD SPRINGS APARTMENTS US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS FOR SPRUCE GROVE, INC. P.O. BOX 28739 SANTA ANA, CALIFORNIA 951-587-9463	BLDG TYPE V - UNITS A, B, C & D FOUNDATION PLAN ELEVATIONS	PREPARED BY: DEVELOPMENT CONCEPTS <small>1401 S.W. PENINSULA DRIVE CROOKED RIVER BANK, OREGON 97102</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>				



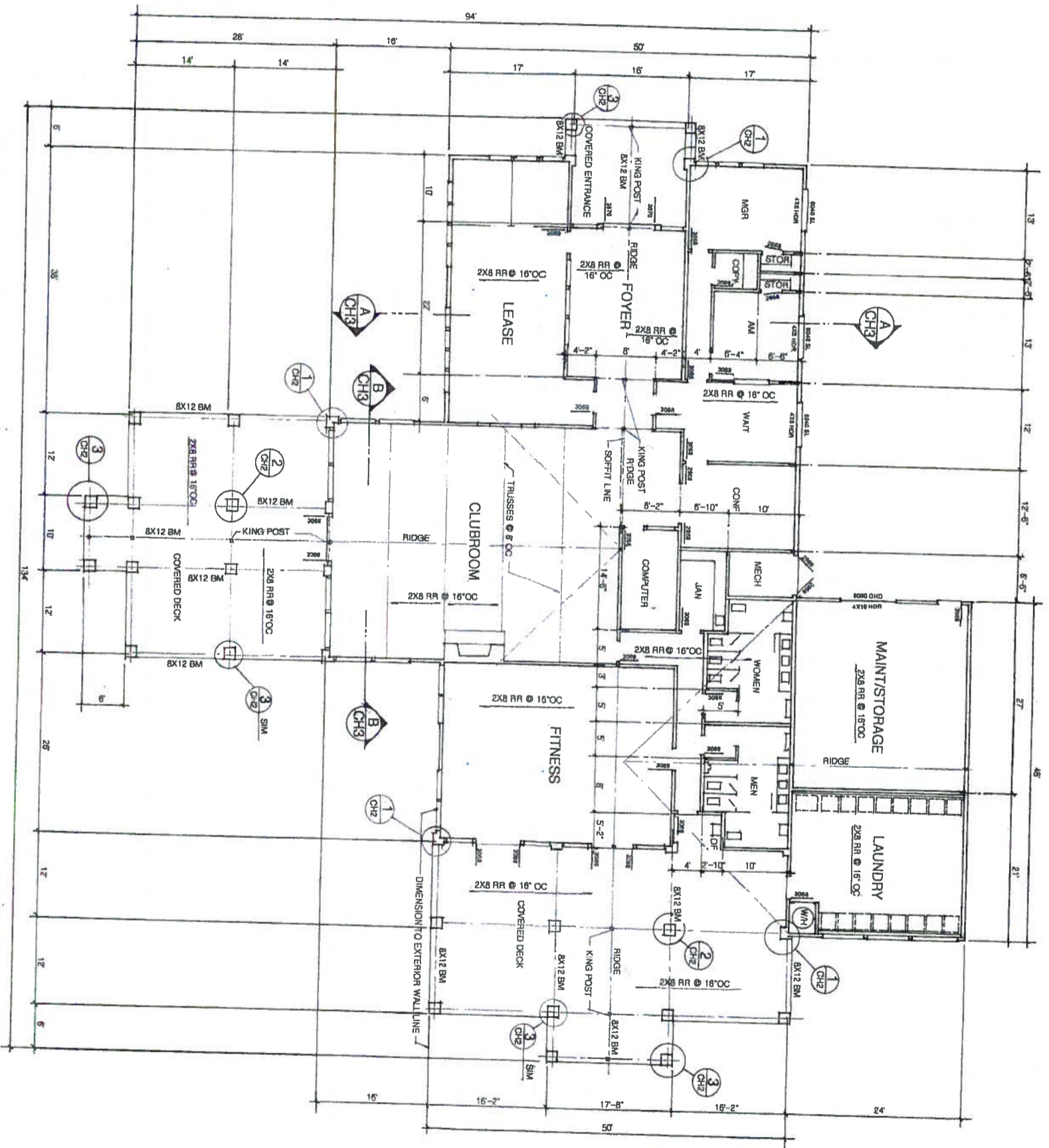
DETAIL 1
SCALE: 1 1/2" = 1'-0"
CH2



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
CH2

VINEYARD SPRINGS APARTMENTS

US HIGHWAY NO. 290 WEST JOHNSON CITY, TEXAS

FOR

SPRUCE GROVE, INC.

P.O. BOX 26739 SANTA ANA, CALIFORNIA 951-587-9463

CLUBHOUSE

FLOOR PLAN
DETAILS



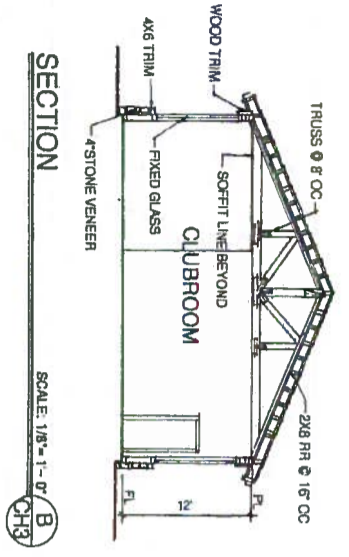
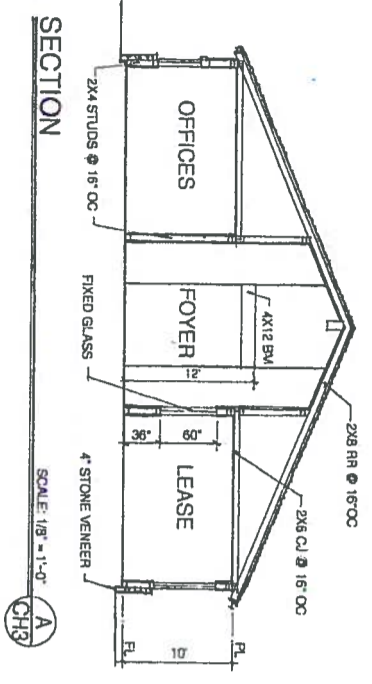
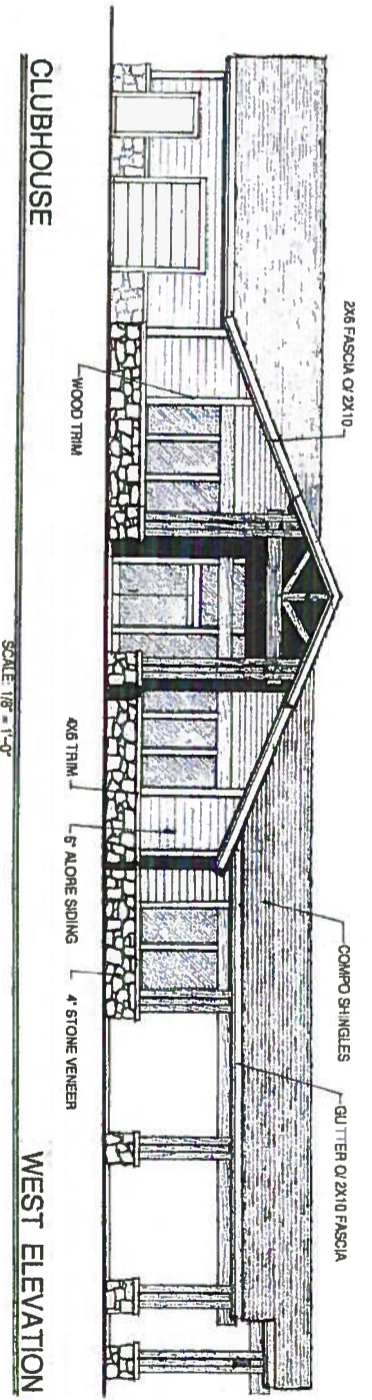
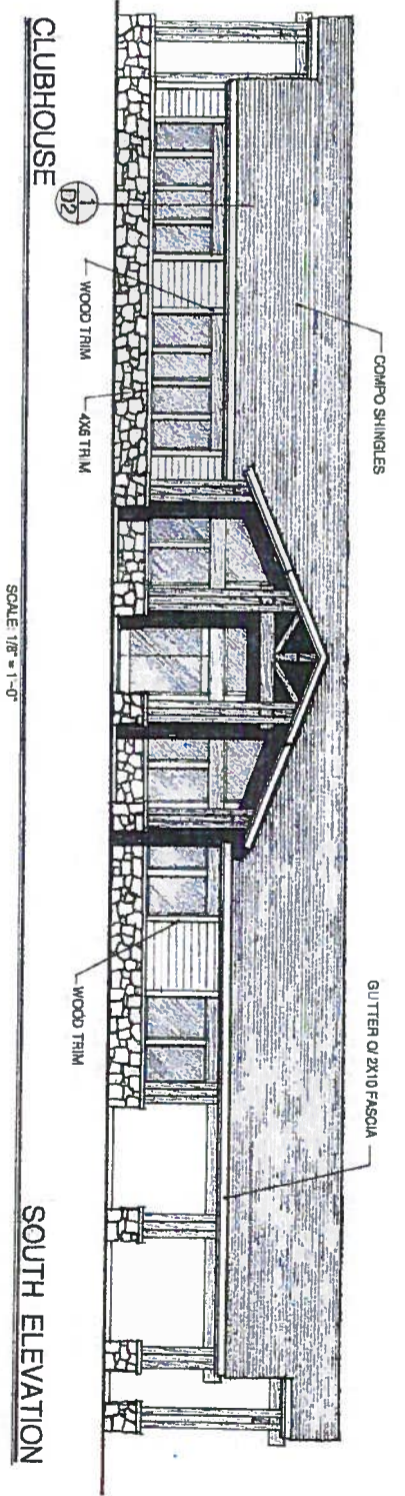
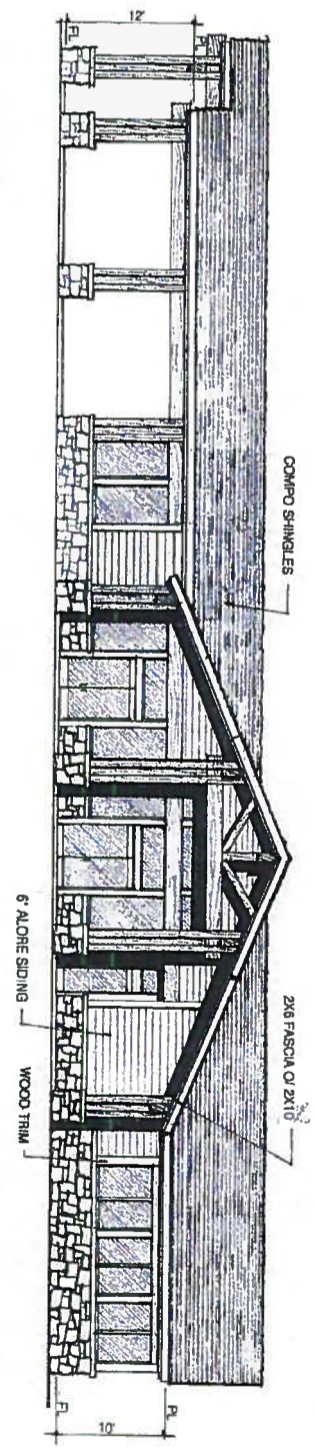
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14041 E.W. PENINSULA DRIVE CROOKED RIVER RANCH, OREGON 97102

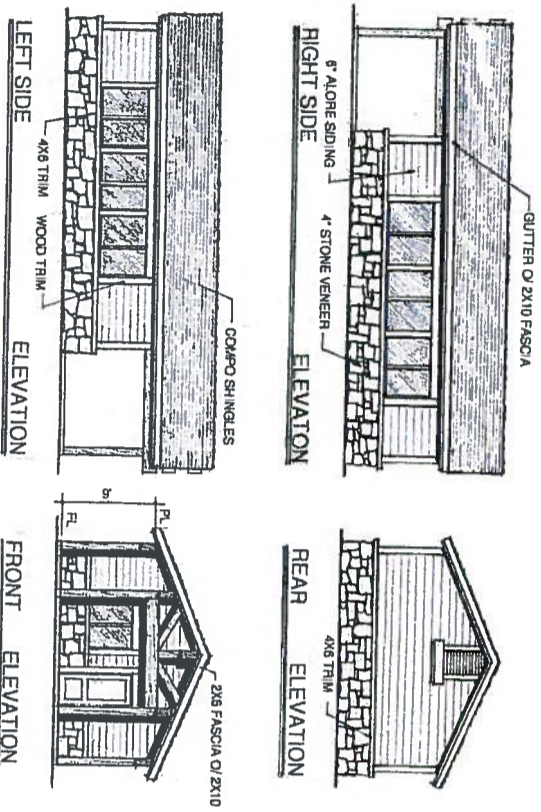
PREPARED BY:

REVISED:

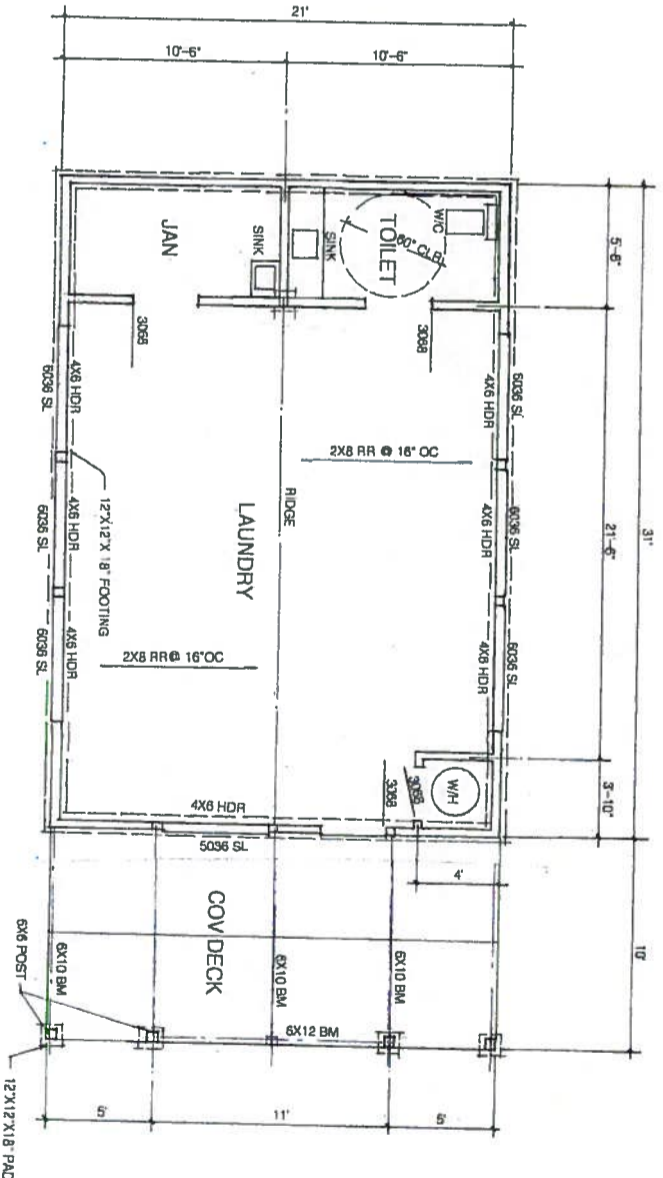
CH2
OF 14

DATE: 11/25/91

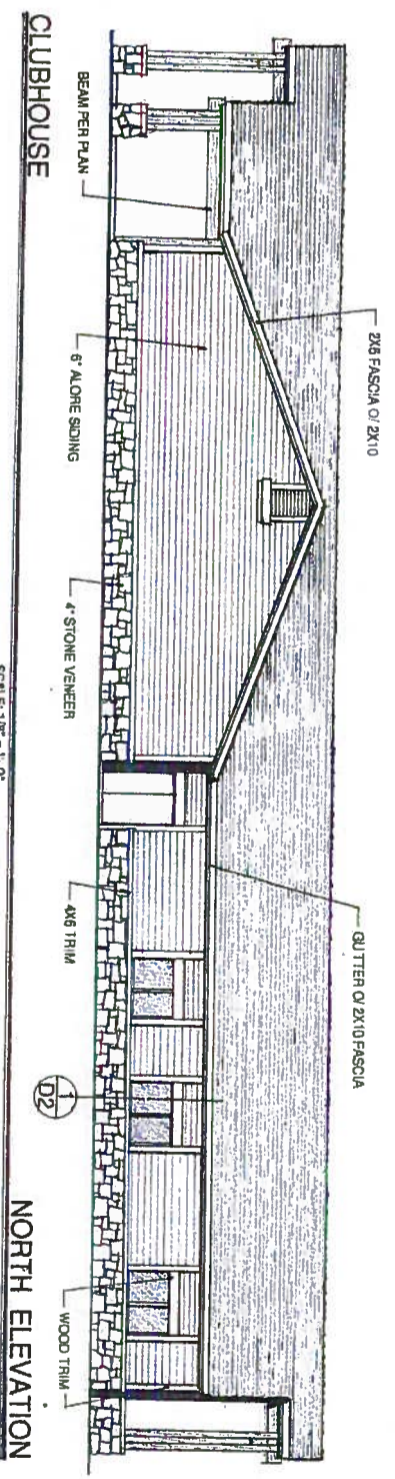




LAUNDRY BLDG
EXTERIOR ELEVATIONS



LAUNDRY BLDG
FOUNDATION PLAN & FLOOR PLAN
SCALE: 1/4" = 1'-0"

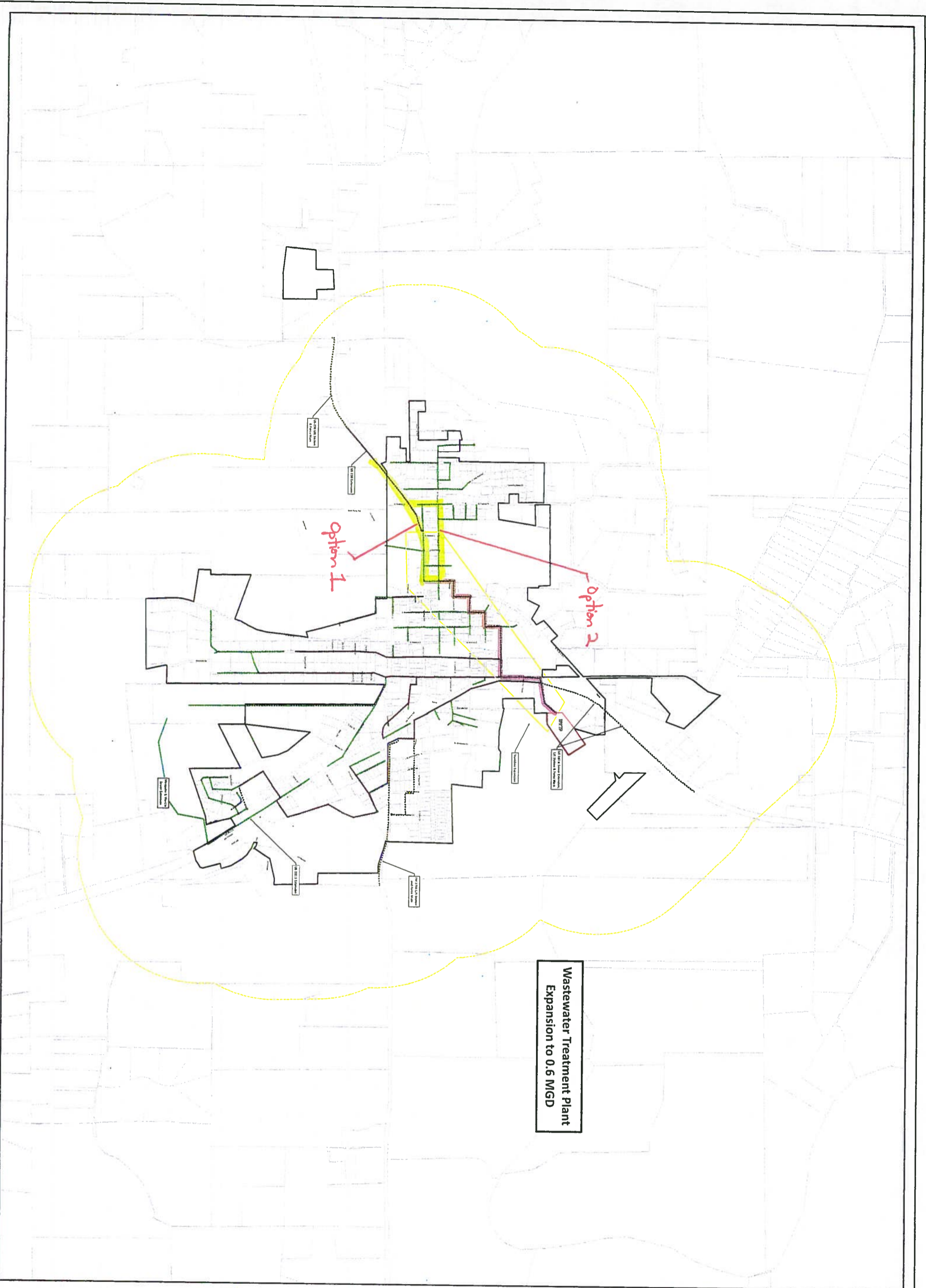


CLUBHOUSE
NORTH ELEVATION
SCALE: 1/8" = 1'-0"

EXHIBIT "C"

OFFSITE WATER AND WASTEWATER IMPROVEMENTS

DRAFT



**Wastewater Treatment Plant
Expansion to 0.6 MGD**

VICINITY MA
1 INCH = 50 MILE

San Antonio

- 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 Expan

EXHIBIT C

WASTEWATER CAPITAL PROJECT

CITY OF JOHNSON COUNTY
BLANCO COUNTY, TEXAS

0 1
1 INCH = 2000 FEET

IMAGERY PROVIDED BY NEA

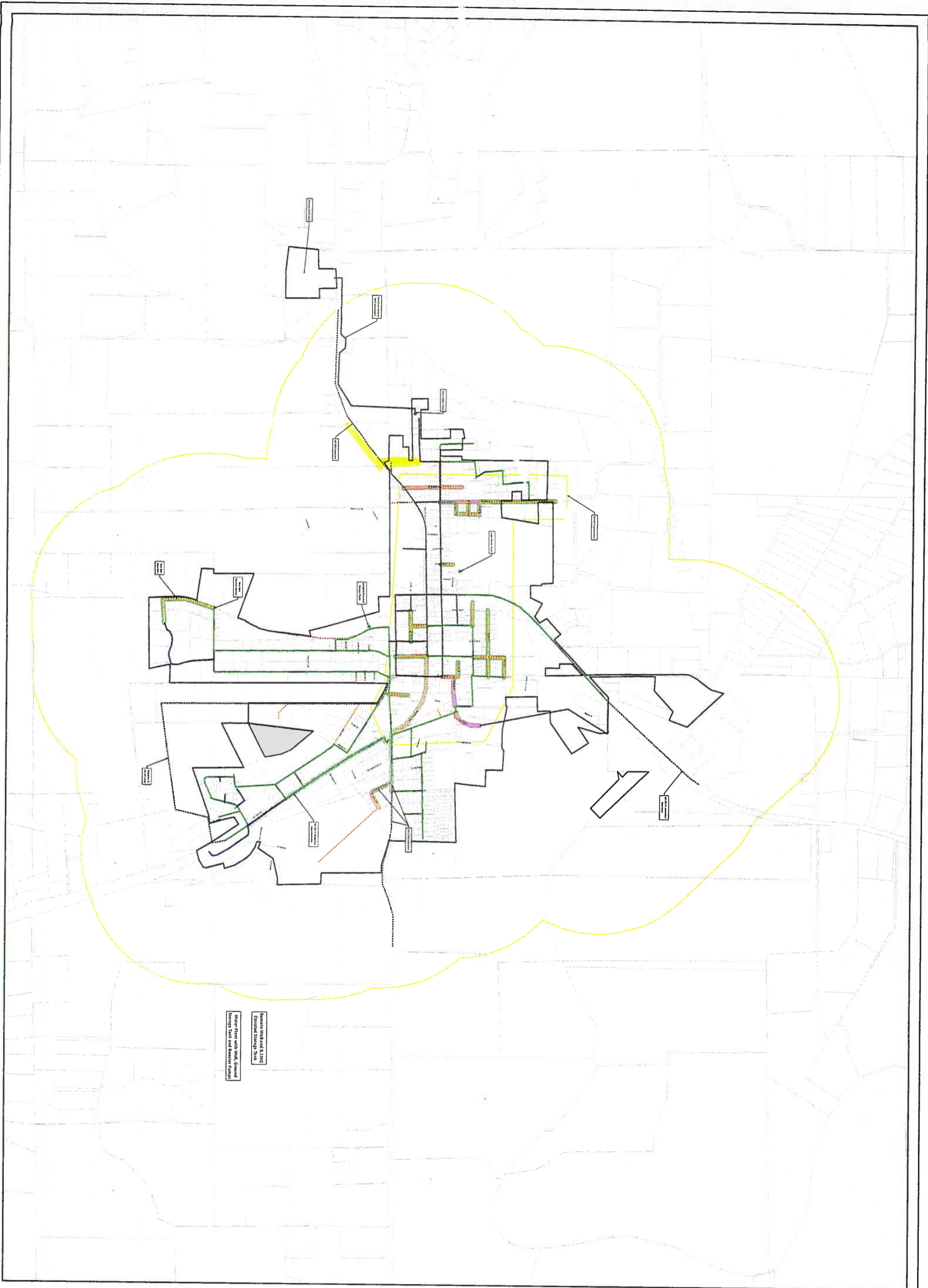
Disclaimer: This product is offered for informational purposes and may not have been prepared for use for legal, engineering, or surveying purposes. It is not intended to be used for any such purposes. Only the professional seal and signature of the engineer, architect, or other professional responsible for the design and construction of the project related facilities to said boundary. No warranties are made by Quiddit Engineering concerning the accuracy, completeness, reliability, or suitability of the information included within this document.

QUIDDIT



DATE: DECEMBER 2022 PROJECT: 21-282 DYNAMIC'S ROAD: NEW PIPE NETWORK OVERALL DESIGN: CHECKED DRAWN: APPROVED 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		<table border="1" style="width: 100%; border-collapse: collapse;"> <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> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DESCRIPTION	BY:	DATE:																				
REVISION	DESCRIPTION	BY:	DATE:																									

Wastewater Option 2



VICINITY MA
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
BLANCO COUNTY, TEXAS



Disclaimer: This product is offered for information purposes and may not have been prepared for use by a legal, engineer, or surveying professional. It does not represent an on-the-ground survey, property, governmental and/or political boundary, related facilities to said boundary. No warranties are made by Quiddit, Inc. regarding the accuracy, completeness, or availability of the information contained within this



QUIDDIT

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: _____

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: _____