

**AMENDMENT OF ENCROACHMENT AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Amendment of Encroachment Agreement (“Amendment”) is made and entered into by and between WHITETHORN PIPELINE COMPANY LLC (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317 and CITY OF GEORGETOWN, TEXAS, a home-rule municipal corporation situated in Williamson County, Texas (hereinafter referred to as “City”), upon the following terms and conditions:

**WITNESSETH:**

WHEREAS, CHESMAR HOMES, LLC (hereinafter referred to as “Landowner”), whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727, owns a certain tract of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Official Records of Williamson County, Texas (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner’s Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016, and recorded as Document Number 2016010602 in the Official Records of Williamson County, Texas (the “Easement”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner, pursuant to that certain Encroachment Agreement dated August 19, 2021 and recorded in Document No. 2021169451 of the Official Public Records of Williamson County, Texas, attached to this Amendment as **Exhibit C** and by this reference incorporated within it (the “Encroachment Agreement”), did cause to be constructed streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48”) RCP, an eighteen inch (18”) RCP storm sewer, two (2) thirty inch (30”) RCP, an eight inch (8”) PVC wastewater line, an eight inch (8”) PVC water line in eighteen inch (18”) steel pipe casing and proposed lighting and conduits, as shown on the plans dated February 25, 2021 and

attached hereto as Exhibit A over/under/across the Pipeline, which encroach upon the Easement (collectively, the “Encroachment”);

WHEREAS, Landowner proposes to dedicate to the City the two (2) thirty inch (30”) RCP, an eight inch (8”) PVC wastewater line, and an eight inch (8”) PVC water line in eighteen inch (18”) steel pipe casing (the “Improvements”) and to partially assign the Encroachment Agreement, as it applies to the Improvements;

WHEREAS, as a condition of City’s acceptance of the dedication of the Improvements and acceptance of the partial assignment of the Encroachment Agreement, City requires the amendment of the Encroachment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and City hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Amendment.

2. Assignment: Company hereby acknowledges that Landowner and City have entered into a Partial Assignment of Encroachment Agreement (the “Partial Assignment”) of even date herewith and, by its signature herein, hereby consents to the Partial Assignment. Company and City hereby agree that, as between the Company and the City, and their respective successors and assigns, any provision regarding an Encroachment in the Encroachment Agreement, including any responsibilities and liabilities therefore, shall only apply to the Improvements as defined in the Partial Assignment, unless otherwise set forth herein.

3. Assumption of Risk: Paragraph 2 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

As to any potential claims against the Company, City assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by City or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Improvements, unless due to the gross negligence or willful misconduct of Company. Any maintenance or improvements to or repairs of the Improvements that may become necessary shall be the sole responsibility of City and performed at no cost to Company. City shall keep all portions of the Improvements in good repair. Notwithstanding the foregoing, City reserves the right to seek damages or performance from Landowner; Landowner’s agents, employees, contractors, or consultants; Williamson County; Williamson County’s agents, employees, contractors, or consultants; or Company’s contractors or consultants, for any damages, injuries, or loss to either property or persons, which may be incurred by City or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment, if due to the negligence of the identified party.

4. Construction Parameters: Paragraph 3 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except in the event of an Emergency, hereinafter defined, Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Texas One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and City acknowledges that Company's representative shall have full authority to stop any of City's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes City's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve City of any liability under this Agreement. Notwithstanding the foregoing, City and Company recognize that the maintenance and operation of public facilities are for the health and safety of the public, and that emergency situations involving the repair and maintenance may require immediate excavation and construction activities (an "Emergency"). Therefore, the City may enter onto the Easement for the purposes of inspecting, removing, and repairing the encroachments in the event of an Emergency, the determination of which shall be the in the reasonable determination of the City. City shall notify Company within 48 hours of such emergency work, including the location and description of work undertaken.

5. Construction Parameters (continued): Paragraph 5 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Company has provided City with as-built drawings representing the location of the Pipeline (the "As-Built Drawings") for purposes of developing plans for any work within the Easement, but City shall be responsible for locating the Pipeline prior to any work within the Easement, except in the event of an Emergency. In the event City or Company discovers the location of the Pipeline is not as depicted in the As-Built Drawings, that Party shall immediately notify the other Party of the error. Except in the event of an Emergency, no equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to large vibratory compaction equipment is allowed within minimum ten (10) feet from the pipeline, only walk-behind vibratory rollers/compactors are allowed. City's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at City's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other

means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, City shall have no obligation to adjust the Encroachment.

6. Underground Pipelines and Utilities: Paragraph 7 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

In the event City replaces the eight (8) inch water line depicted in **Exhibit A** attached to this Agreement, City will install the eight (8) inch water line via open cut in such a way that a minimum vertical separation of five (5) feet between the top of the Pipeline and the bottom of City's eight (8) inch water line is maintained. In the event City replaces the eight (8) inch wastewater line depicted in **Exhibit A** to this Agreement, City will install the eight (8) inch wastewater line via open cut in such a way that a minimum vertical separation of two and one-half (2.5) feet between the bottom of the Pipeline and the top of City's eight (8) inch wastewater line is maintained.

7. Heavy Equipment: Paragraph 8 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except in the event of an Emergency, Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever City will cross the Pipeline and/or Easement with heavy equipment, City will place matting or other suitable material over the Pipeline and/or Easement as determined by Company's field representative.

8. Excavated Material: Paragraph 9 of the Encroachment Agreement is hereby amended to read as follows:

City agrees to clean up and repair all damages to the Easement resulting from City work on or across the Easement and to restore the Easement as close as reasonably practicable to the condition prior to any work undertaken by the City. Any fill material shall be free of organics, roots, metals, rocks, and other foreign debris.

9. No Interference: Paragraph 11 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

City shall at all times conduct all of its activities within the Easement in such a manner as not to significantly interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected or impeded by the Improvements, Company shall immediately notify City, and City shall promptly take any and all necessary action to protect the Easement and Facilities from such



adverse condition. If City fails to take corrective action within a commercially reasonable period of time, Company has the right to remove all or portions of the Improvements as necessary to protect the Easement and Facilities, and City shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Improvements and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Improvements or any associated equipment and facilities that exist within the Easement that may result from Company's exercising its rights under this Section; and City releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Improvements in accordance herewith.

10. Indemnification by Landowner: Company hereby acknowledges that the Partial Assignment EXCLUDES the assignment of any duties or obligations of Landowner to defend, indemnify, or hold harmless any of the Indemnified Parties (as defined in the Encroachment Agreement) and hereby agrees to look to Landowner, or its successors or assigns, for such duty or obligation to defend, indemnify, or hold harmless Company or any of the Indemnified Parties from and against any and all Claims for bodily or personal injury, in accordance with the Encroachment Agreements.

11. Reimbursement: Paragraph 13 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

If at any time the existence, construction, operation, maintenance, relocation, or removal of the Improvements causes Company to incur any cost that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement (individually and collectively, "Easement Operations"), or the cleanup or handling of any spills of petroleum products, City agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Improvements. Any sums claimed by the Company under this Agreement shall be submitted to the City for review, along with all documentation identifying which cost would and would not have been incurred by the Company but for the existence of the Improvements. Any sums the City is required to pay or reimburse under this agreement shall be due no less than the 60th day after Company makes written request to City for same.

12. Removal. Paragraph 15 of the Encroachment Agreement is hereby deleted and shall have no force and effect as applied to the City and/or the Improvements.

13. No Additional Improvements: Paragraph 17 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except for the Improvements, City will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause

or permit these things to be done by others, other than temporary improvements or structures necessary in the event of an Emergency, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Improvements, and any and all future encroachments require Company's prior review and written consent, other than temporary improvements or structures necessary in the event of an Emergency.

14. Termination: Paragraph 18 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

If City is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon one-hundred eighty days' (180) days written notice to City and Landowner unless such breach has been cured prior to the expiration of such one-hundred eighty- (180-) day period. In the event of such termination, at the expiration of the one hundred eighty- (180-) day period, Company may, at its option, remove the Improvements at its own expense. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

15. Legal Costs. Paragraph 19 of the Encroachment Agreement is hereby deleted and shall have no force and effect as applied to the City and/or the Improvements.

16. Governance and Venue: Paragraph 21 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Williamson County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Williamson County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

17. Governance and Venue. This Amendment shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Amendment shall be in the state and federal courts located in Williamson County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Amendment or the transactions contemplated hereby in the state and federal courts situated in Williamson County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AMENDMENT.**

18. Construction: If any term, covenant or condition of this Amendment is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Amendment shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Amendment so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

19. Amendment: This Amendment shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and City or their respective heirs, successors or assigns.

20. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Company and City and their respective heirs, legal representatives, successors and assigns.

21. Entire Agreement: This Amendment, including any exhibits hereto, constitute the entire agreement between Company and City with respect to the Improvements and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

22. Counterparts: This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed copy of this Amendment by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Amendment by electronic means shall also physically deliver original executed counterparts of this Amendment in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Amendment.

23. Notices: Any notice required by or permitted under this Amendment must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when

deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Amendment. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

***REMAINDER OF PAGE LEFT BLANK***

***SIGNATURES CONTAINED ON NEXT PAGE***

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By: \_\_\_\_\_

Paul D. Lair  
Agent and Attorney-in-Fact

Date: \_\_\_\_\_

(CITY)

CITY OF GEORGETOWN, TEXAS

By: \_\_\_\_\_

Josh Schroeder, Mayor

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Skye Masson, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Paul D. Lair, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of such limited liability company as authorized by its Board of Directors.

(seal) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of such \_\_\_\_\_.

(seal) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Prepared By/Return To:**

City of Georgetown  
Attn: Real Estate Services  
P.O. Box 409  
Georgetown, TX 78627

**Exhibit C**  
**Encroachment Agreement**

## ENCROACHMENT AGREEMENT

STATE OF TEXAS                   §  
   §  
 COUNTY OF WILLIAMSON       §

This Encroachment Agreement ("Agreement") is made and entered into by and between WHITETHORN PIPELINE COMPANY LLC (hereinafter referred to as "Company") whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and CHESMAR HOMES, LLC (hereinafter referred to as "Landowner"), whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727, upon the following terms and conditions:

### WITNESSETH:

WHEREAS, Landowner owns certain tracts of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas and a 6.720 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Records of Williamson County, Texas (the "Property");

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner's Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016 and recorded as Document Number 2016010602 in the Records of Williamson County, Texas (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48") RCP, an eighteen inch (18") RCP storm sewer, two (2) thirty inch (30") RCP, an eight inch (8") PVC wastewater line, an eight inch (8") PVC water line in eighteen inch (18") steel pipe casing and proposed lighting and conduits, as shown on the plans dated February 25, 2021 and attached hereto as Exhibit A over/under/across the Pipeline, which will encroach on the Easement (the "Encroachment");



WHEREAS, Landowner desires to obtain Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Texas One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):

**WARNING!**  
**HIGH PRESSURE PIPELINE(S)**  
Excavation and/or Construction Prohibited without Prior Written Permission From  
Whitethorn Pipeline Company LLC

5. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to

large vibratory compaction equipment is allowed within minimum ten (10) feet from the Pipeline, only walk-behind vibratory rollers/compactors are allowed. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of three and one-half (3.5) feet of cover must be maintained over the Pipeline.

6. Street Crossings, Driveways, and other Paved Areas: Landowner's aforementioned roadway crossing(s) will be installed in such a way that a minimum vertical separation of four (4) feet is maintained between the top of the Pipeline and the top of the paved surface(s). Landowner will maintain a minimum vertical separation of three (3) feet between the top of the Pipeline and the bottom of any ditches or walking paths. Landowner shall be responsible for all future damage to the Parkside Parkway, Leaning Oak Lane, Bermuda Drive, private driveway as well as the gravel walking path including replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated Easement to perform routine or emergency maintenance. Placement of gravel for walking path shall not impede natural overland storm water sheet flow and shall allow for positive drainage sheet flow across Easement and no ponding of storm water. In addition, ease of access should be considered when the need arises to traverse along the Easement across the gravel walking path or roadways.

7. Underground Pipelines and Utilities: Landowner will install the aforementioned two (2) forty-eight (48) inch RCP storm sewer, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's two (2) forty-eight (48) inch RCP storm sewer is maintained. Landowner will install the aforementioned eighteen (18) inch RCP storm sewer, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eighteen (18) inch RCP storm sewer is maintained. Landowner will install the aforementioned two (2) thirty (30) inch RCP, via open excavation, across and above the Pipeline in such a way that a minimum vertical separation of forty-eight (48) inches between the top of the Pipeline and the bottom of Landowner's two (2) thirty (30) inch RCP is maintained. Landowner will install the aforementioned eight (8) inch PVC wastewater line, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eight (8) inch PVC wastewater line is maintained. Landowner will install the aforementioned eight (8) inch PVC water line, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eight (8) inch PVC water line is maintained. Landowner shall include adequate inspection potholes minimum thirty-six (36) inches below

the Pipeline to ensure pilot drill is below the Pipeline, location of inspection potholes should be at the discretion of the Company's representative. All bore pits should be outside the Easement. Landowner should evaluate the stipulations provided and adjust accordingly at no expense to Company or its affiliates if the stipulations provided present safety and/or environmental concerns. Landowner will install the aforementioned electrical cable(s) across and below the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches is maintained between the bottom of the Pipeline and the top of electrical cable(s). Landowner shall provide and install Buried Cable Marker to alert employees and contractors to the presence of buried electric and fiber optic cables. The marker shall be with bright graphics and bold lettering that indicates the presence of underground cables and urge diggers to call 811 or a custom number before digging. Buried electrical cables shall be installed in a rigid non-metallic conduit in accordance applicable national electric codes.

8. Heavy Equipment: Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place eight (8) inch thick timber matting or other suitable material over the Pipeline and/or Easement as determined by Company's field representative.

9. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

10. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

11. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 15, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

## 12. INDEMNIFICATION

**(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN PARAGRAPH (B) BELOW), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR**

INDIVIDUALLY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY’S FEES (COLLECTIVELY “CLAIMS”), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE (EACH A “LANDOWNER PARTY”). LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (A) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE; BUT THE INDEMNIFIED PARTIES SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS PARAGRAPH (A) FOR ANY CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF (i) LANDOWNER, (ii) ANY OTHER LANDOWNER PARTY OR (iii) THEIR RESPECTIVE AGENTS (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY ANY LANDOWNER PARTY OR EMPLOYEE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE

**ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (B) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.**

13. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, "Easement Operations"), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

14. Insurance: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

15. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

16. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

17. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems,

utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

18. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

19. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

20. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

21. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

22. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

23. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

25. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

26. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. [Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.]

27. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

***REMAINDER OF PAGE LEFT BLANK***

***SIGNATURES CONTAINED ON NEXT PAGE***

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By:



Paul D. Lair

Agent and Attorney-in-Fact

Date:

August 19, 2021

(LANDOWNER)

CHESMAR HOMES, LLC

By:



Name:

Adam Stockton

Title:

President - Austin

Date:

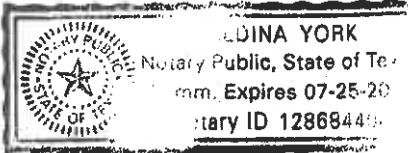
8-17-2021



ACKNOWLEDGEMENTS

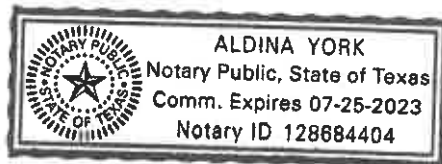
STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19<sup>th</sup> day of AUGUST, 2021, by Paul D. Lair, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of such limited liability company as authorized by its Managing Member.

(seal) 

  
Notary Public

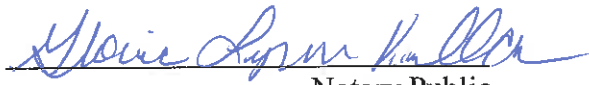
My Commission Expires: 7-25-2023



STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17 day of AUGUST, 2021, by ADAM STOCKTON, as PRESIDENT - AUSTIN of CRESMAR HOMES, on behalf of such LLC.

(seal) 

  
Notary Public

My Commission Expires: 7-15-24

**Prepared By/Return To:**

Whitethorn Pipeline Company LLC  
c/o Y.Siddiqui – Land Department  
P.O. Box 4324  
Houston, Texas 77210-4324









NO.	REVISION	BY	DATE



**LAND DEV**  
 CONSULTING, L.L.C.  
 8200 NORTH MOGAS EXPKY, SUITE 200  
 ALLEN, TX 75015  
 OFFICE: 972.402.6978  
 FAX: 972.402.6979  
 PLAN NO.: 1884A

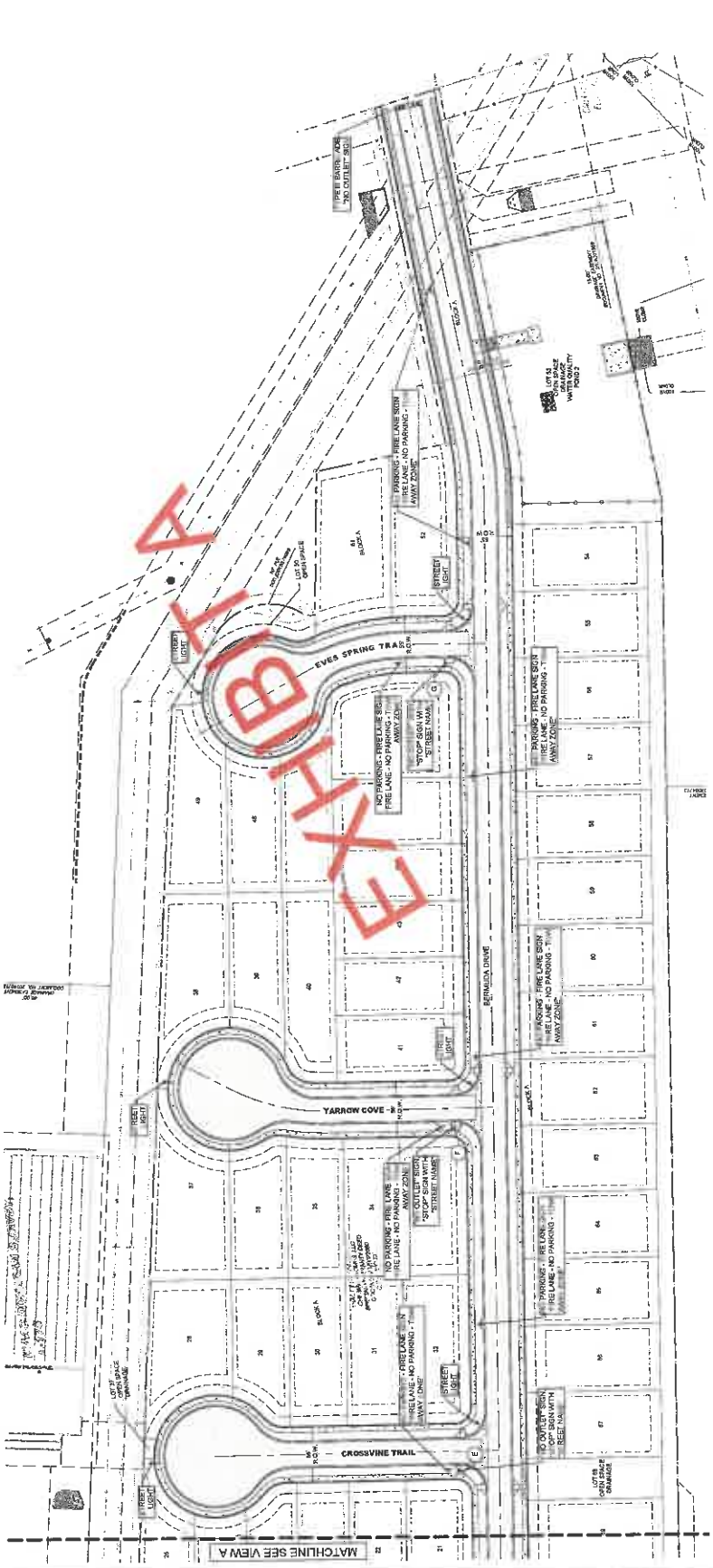


**SIGNAGE, STRIPING & LIGHTING PLAN SHT 2 OF 4**  
**WATER OAK NORTH**  
 SECTION 6  
 GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XL  
 DRAWN BY: XL  
 CHECKED BY: XL  
 APPROVED BY: XL  
**SHEET 20 OF 90**



- STOP SIGN VIEW TOP BAR & STREET SIGN LEGEND:**
- A. PARKSIDE PARKWAY
  - B. PARKSIDE PARKWAY
  - C. PARKSIDE PARKWAY
  - D. PARKSIDE PARKWAY
  - E. PARKSIDE PARKWAY
  - F. PARKSIDE PARKWAY
  - G. PARKSIDE PARKWAY
  - H. PARKSIDE PARKWAY
  - I. PARKSIDE PARKWAY
  - J. PARKSIDE PARKWAY
  - K. PARKSIDE PARKWAY
  - L. PARKSIDE PARKWAY
  - M. PARKSIDE PARKWAY
  - N. PARKSIDE PARKWAY
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  - P. PARKSIDE PARKWAY
  - Q. PARKSIDE PARKWAY
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  - T. PARKSIDE PARKWAY
  - U. PARKSIDE PARKWAY
  - V. PARKSIDE PARKWAY
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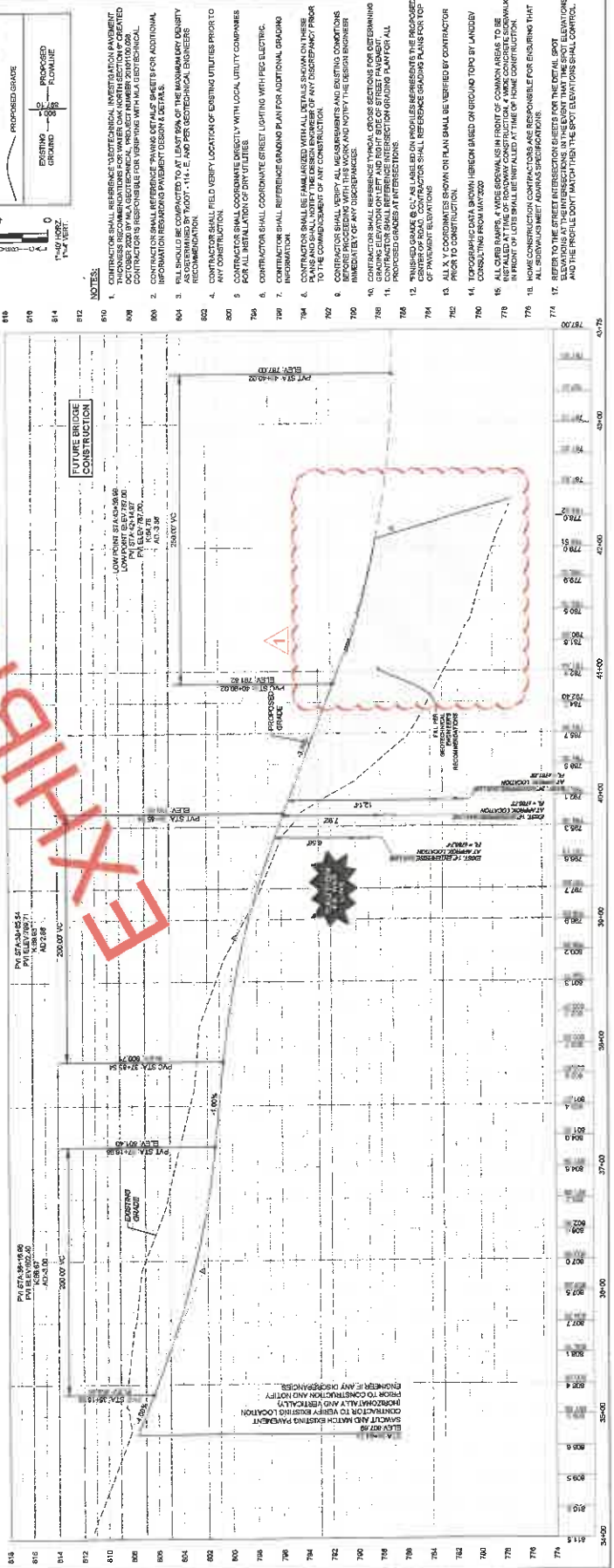
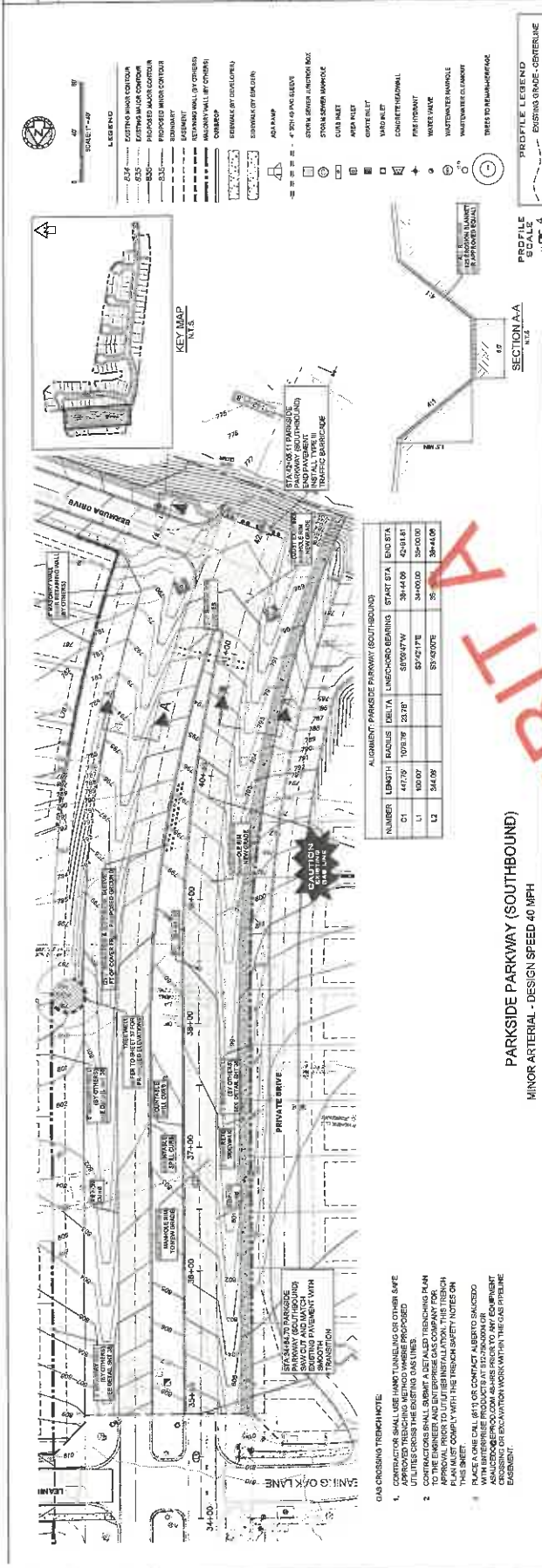


**RECORDERS MEMORANDUM**  
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- NOTES:**
- CONTRACTOR SHALL REFERENCE QUOTED TECHNICAL INVESTIGATION AND REPORT DATED OCTOBER 2020 BY PALA GEOTECHNICAL, PROJECT NUMBER 201901002. CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH PALA GEOTECHNICAL.
  - CONTRACTOR SHALL REFERENCE PAVING DETAILS SHEET FOR ADDITIONAL INFORMATION REGARDING PAVING DETAIL. CONTRACTOR SHALL VERIFY ALL REVISIONS AS RECOMMENDED BY PALA, H.I.E. AND PER GEOTECHNICAL ENGINEERS.
  - CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
  - CONTRACTOR SHALL COORDINATE DIRECTLY WITH LOCAL UTILITY COMPANIES FOR ALL UTILITIES LOCATED ON SITE.
  - CONTRACTOR SHALL COORDINATE STREET LIGHTING WITH TFC ELECTRIC.
  - CONTRACTOR SHALL PROVIDE GRADING PLAN FOR ADDITIONAL GRADING.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES LOCATED ON THESE PLANS AND SHALL NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCY PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
  - CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND ELEVATION CONDITIONS IMMEDIATELY UPON RECEIPT OF THE PLANS AND NOTIFY THE DESIGN ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
  - CONTRACTOR SHALL REFERENCE TYPICAL CROSS SECTIONS FOR GRADING AND FINISHING ELEVATIONS ON LEFT AND RIGHT SIDE OF STREET PAVEMENT.
  - CONTRACTOR SHALL REFERENCE TYPICAL CROSS SECTIONS FOR GRADING AND FINISHING ELEVATIONS ON LEFT AND RIGHT SIDE OF STREET PAVEMENT.
  - PROPOSED GRADES AT INTERSECTIONS.
  - FINISHED GRADE (C1) AS SHOWN REPRESENTS THE PROPOSED CENTERLINE OF ROAD. CONTRACTOR SHALL REFERENCE GRADING PLANS FOR TOP OF PAVEMENT ELEVATIONS.
  - ALL X-Y COORDINATES SHOWN ON PLAN SHALL BE VERIFIED BY CONTRACTOR.
  - PROPOSED GRADE SHALL BE SMALLER (BROADER) BASED ON ROUND TOPS BY LANDDEV CONSULTING FROM MAY 2020.
  - ALL OTHER MARKS, CURBS OR SIGNALS IN FRONT OF CONCRETE ASBESTOS TO BE INSTALLED AT THE TIME OF ROADWAY CONSTRUCTION. A WIDE CONCRETE SIDEWALK IN FRONT OF LOTS SHALL BE INSTALLED AT THE TIME OF HOME CONSTRUCTION.
  - HOME CONSTRUCTION CONTRACTORS ARE RESPONSIBLE FOR GRADING THAT ELEVATIONS TO THE STREET INTERSECTIONS ON THESE PLANS FOR THE 15' SPOT ELEVATIONS AND THE PROFILE DONT MATCH THEN THE SPOT ELEVATIONS SHALL CONTROL.

RECORDERS MEMORANDUM  
 All or parts of the text on this page was not clearly legible for satisfactory recordation.



**LANDDEV**  
 CONSULTING, LLC  
 6300 NORTH MOJAVE EXPY, SUITE 250  
 PLANO, TEXAS 75074  
 PHONE NO. 972.423.4200  
 FAX NO. 972.423.4279  
 WWW.LANDDEV.COM

**WATER OAK NORTH**  
 AND PROFILE 2  
 SECTION 6  
 GEORGETOWN, WILLAMSON, TEXAS

SHEET 24 OF 29  
 APPROVED BY: [Signature]  
 CHECKED BY: [Signature]  
 DRAWN BY: [Signature]  
 DESIGNED BY: [Signature]

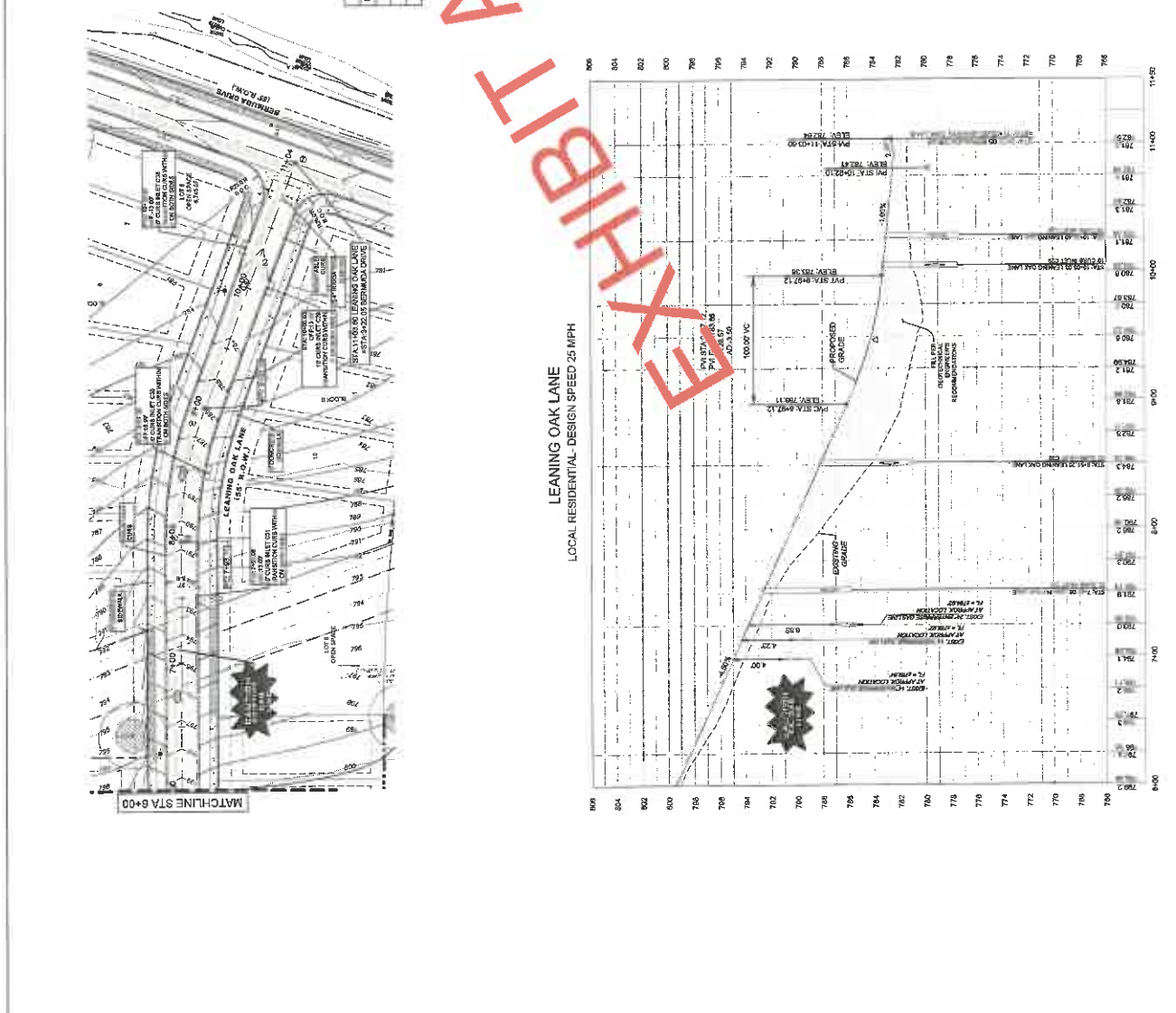
SCALE: 1" = 40'  
 LEGEND  
 274 EXISTING BOUNDARY  
 635 EXISTING ROAD CENTERLINE  
 635 PROPOSED BOUNDARY  
 635 PROPOSED ROAD CENTERLINE  
 635 BOUNDARY  
 635 EXISTING  
 635 REMOVAL BY OTHERS  
 635 MODIFIED BY OTHERS  
 635 CROWN  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)  
 635 SIDEWALK (BY OTHERS)

PROFILE LEGEND  
 EXISTING GRADE - CENTERLINE  
 PROPOSED GRADE  
 EXISTING GROUND  
 PROPOSED GROUND  
 PROPOSED FEATURE

PROFILE SCALE  
 4' 1" = 1' HORIZONTAL  
 1" = 4' VERTICAL

NUMBERS	LENGTH	RADIUS	DELTA	ALIGNMENT: LEANING OAK LANE	START STA	END STA
CB	100.00'	300.00'	20.34°	UNCURVED BEARING	7+03.77	8+03.77
CB	213.25'	300.00'	20.34°	UNCURVED BEARING	8+27.02'	9+40.27'
CB	213.25'	300.00'	20.34°	UNCURVED BEARING	9+63.27'	11+76.52'

ALIGNMENT: LEANING OAK LANE  
 START STA: 7+03.77  
 END STA: 11+76.52  
 DELTA: 20.34°  
 RADIUS: 300.00'  
 CURVE BEARING: 89°27'15"W  
 CHORD BEARING: S8°43'00"E  
 CHORD LENGTH: 519.31 FT  
 POINT OF TANGENCY: 8+03.77 FT  
 POINT OF CURVATURE: 8+53.27 FT  
 POINT OF INTERSECTION: 9+40.27 FT



NOTES:  
 1. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.  
 2. CONTRACTOR SHALL COORDINATE STREET LIGHTING WITH PRE-ELECTRIC INSTALLATION OF UTILITY LINES.  
 3. CONTRACTOR SHALL REFERENCE GRADING PLAN FOR ADDITIONAL INFORMATION.  
 4. FINISHED GRADE @ C.T. AS SHOWN ON PROFILES REPRESENTS THE PROPOSED FINISHED GRADE FOR CONSTRUCTION.  
 5. ALL CURB RAMP, LAWS AND SIGNAGE SHALL BE INSTALLED AT TIME OF ROADWAY CONSTRUCTION. A WIDE CONCRETE SIDEWALK SHALL BE INSTALLED AT THE SAME TIME AS THE SIDEWALK.  
 6. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 7. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 8. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 9. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 10. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 11. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 12. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 13. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
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 15. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 16. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 17. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 18. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 19. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.  
 20. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY UPON THE BEGINNING OF CONSTRUCTION.



NO.	REVISION	BY	DATE

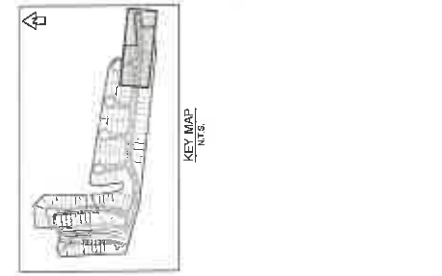
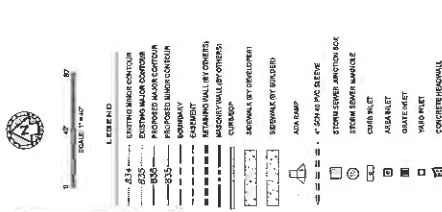


**LAND DEV**  
 8200 NORTH MOPEL AVENUE, SUITE 200  
 AUSTIN, TEXAS 78758  
 PHONE NO. 512.452.4698  
 FAX NO. 512.452.4998

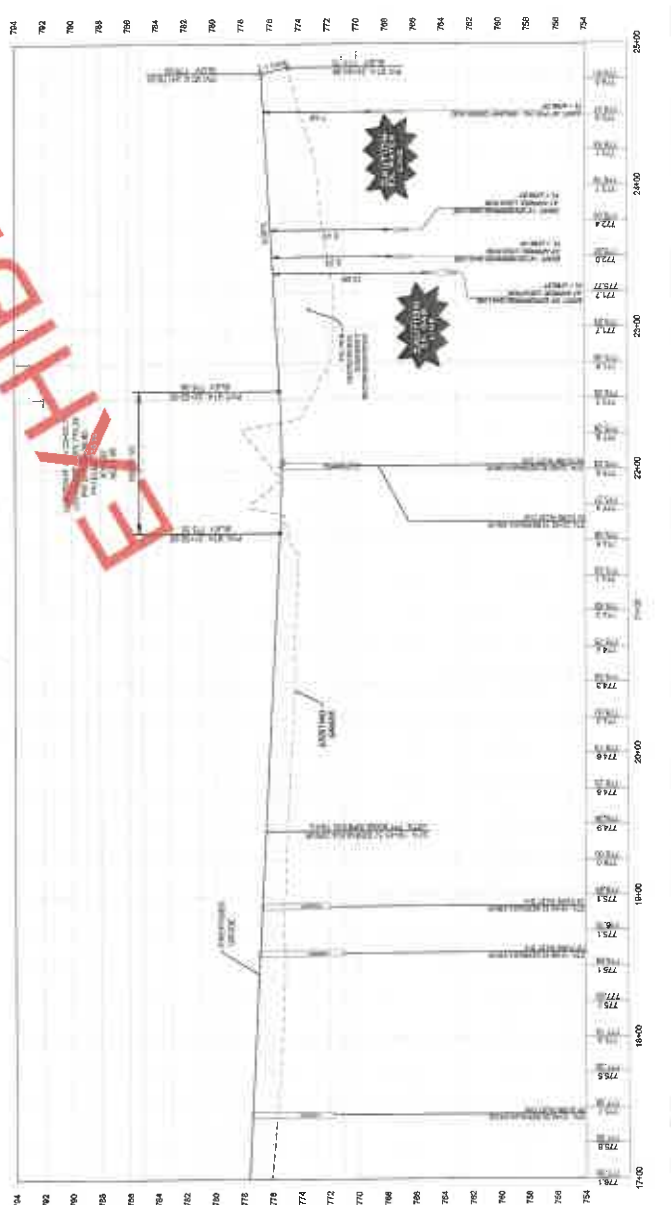
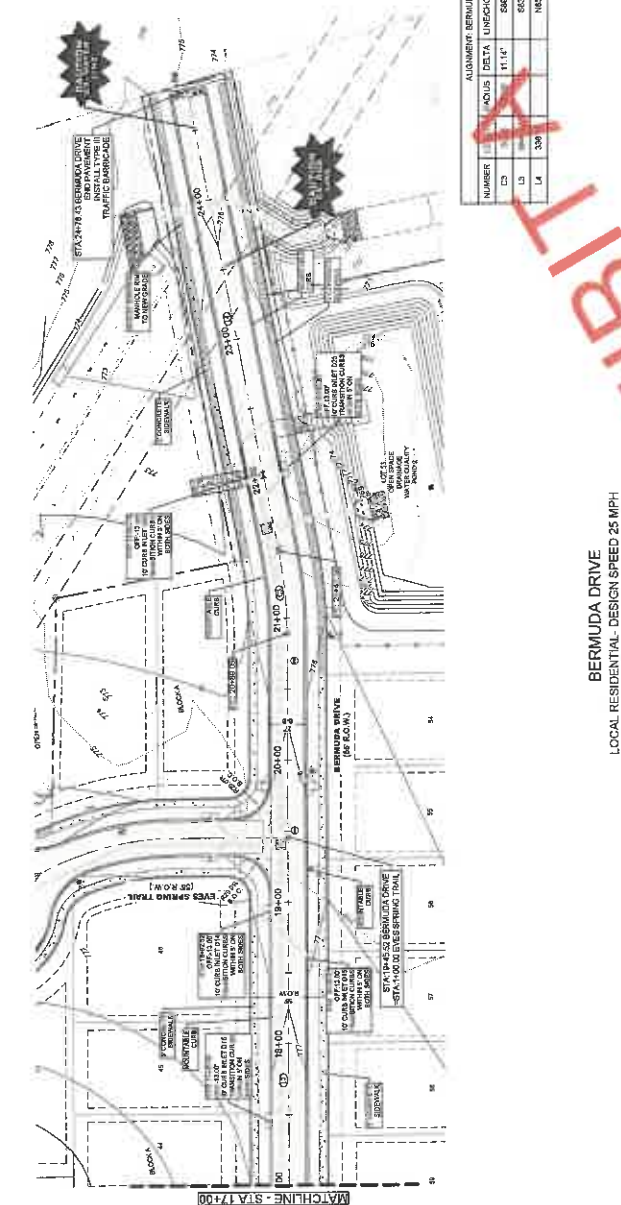


**BERMUDA DRIVE PLAN & PROFILE 17+00 - END**  
 SECTION 6  
 WATER OAK NORTH  
 GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY:	XX
DRAWN BY:	XX
CHECKED BY:	XX
APPROVED BY:	XX
SHEET 27 OF 90	



NUMBER	ACQUISITION	LINE/CLOSED	BERMUDA DRIVE	START STA	END STA
D3	11.11	500.00/500.00		20+80.00	21+47.33
U3	60.37/41.41	10+8.13	20+80.00	20+80.00	20+80.00
U4	100.23/51.71	21+47.33	21+47.33	21+47.33	21+47.33



- NOTES:**
- CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
  - CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY OF ANY DISCREPANCIES.
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RECORDERS MEMORANDUM  
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NO.	REVISION	BY	DATE

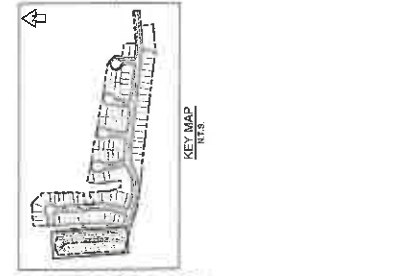
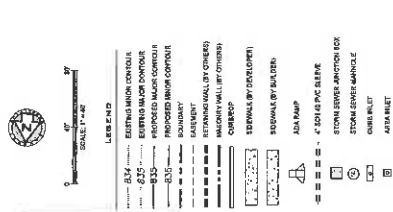


**LAND DEV**  
 CONSULTING, LLC  
 100 NORTH MOORE EXPY, SUITE 200  
 DALLAS, TEXAS 75244  
 PHONE: 972.432.6278  
 FAX: 972.432.6279

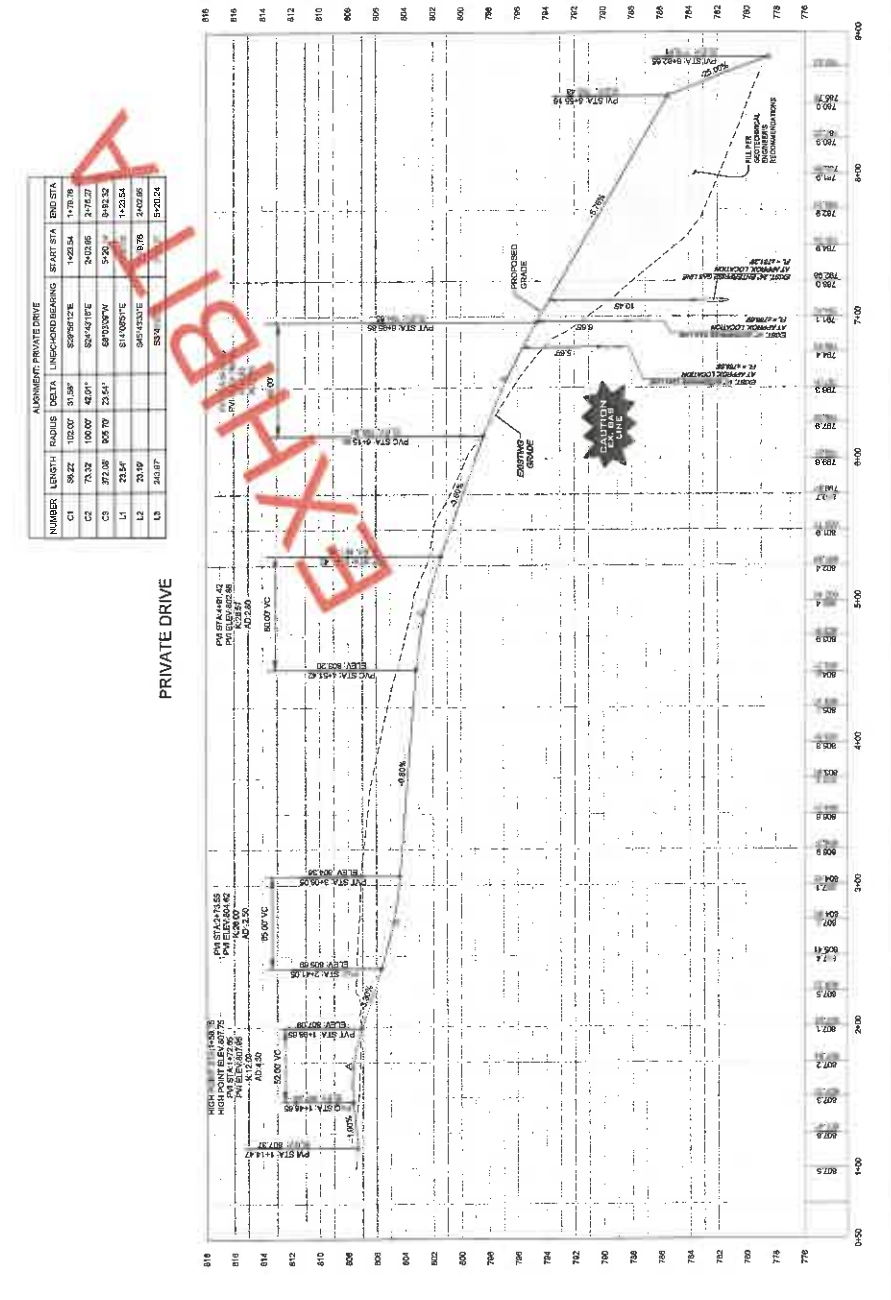
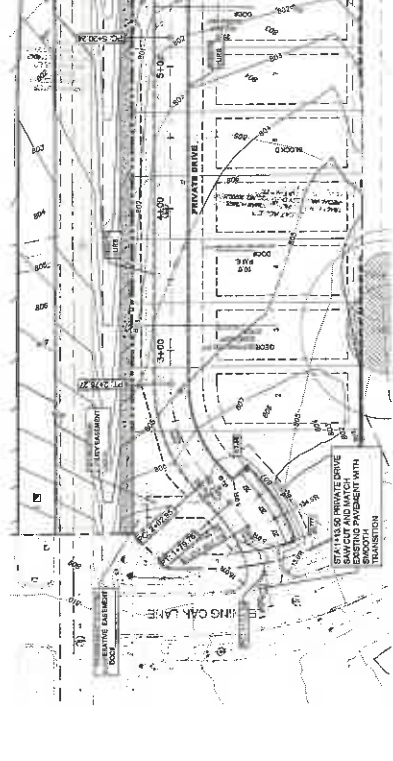


**PRIVATE DRIVE A PLAN AND PROFILE**  
 SECTION 6  
 WATER OAK NORTH  
 GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: JKL	DRAWN BY: JKL
CHECKED BY: JKL	APPROVED BY: JKL
SHEET 32 OF 90	



NUMBER	LENGTH	RADIUS	DATA	UNCHORD BEARING	START STA	END STA
C1	58.22	102.00'	51.38°	S09°56'22"E	1+25.54	1+73.76
C2	73.32	100.00'	42.01°	S24°30'15"E	2+02.86	2+76.17
C3	372.38	800.00'	23.54°	S89°03'39"W	5+20	6+152.38
L1	23.54	0'	0°	S11°02'51"E	1+25.54	1+49.08
L2	23.19	0'	0°	S85°43'52"E	3+76	2+02.86
L3	243.87	0'	0°	S34°	5+20	5+243.87



**NOTES:**

- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO CONSTRUCTION.
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RECORDERS MEMORANDUM  
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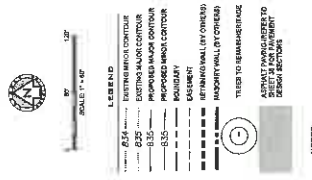
**LAND DEV**  
 GONZALEZ, L.L.P.  
 6300 NORTH MEADOWS EXPY., SUITE 250  
 DALLAS, TEXAS 75248  
 PHONE NO. (972) 442-8282  
 FAX NO. (972) 442-8283

Know what's below.  
 Call before you dig.

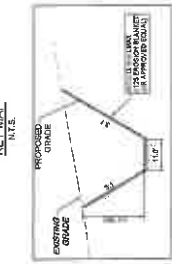
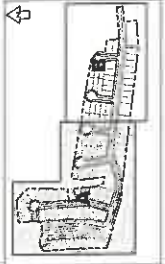


**OVERALL PAVING AND GRADING PLAN SHT 1 OF 2**  
**WATER OAK NORTH**  
 SECTION 6  
 GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX  
 DRAWN BY: XX  
 CHECKED BY: XX  
 APPROVED BY: XX  
**SHEET 35 OF 90**

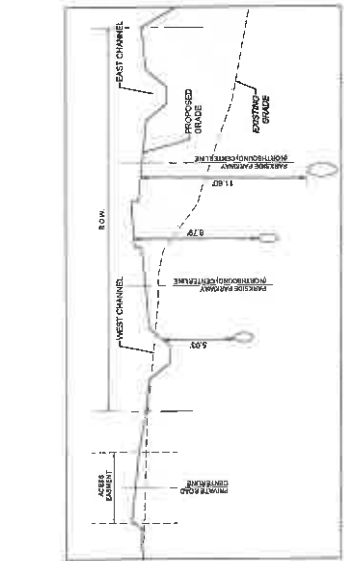
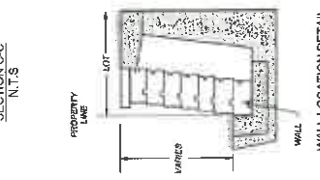
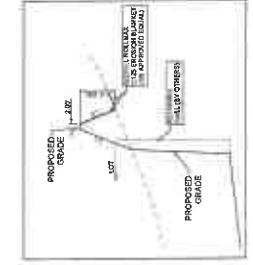


**NOTES:**  
 1. FILL SHOULD BE COMPACTED TO AT LEAST 95% RELATIVE DENSITY AS DETERMINED BY T001.  
 2. ALL VERTICAL CURVES SHALL BE DESIGNED TO MEET THE MINIMUM VERTICAL CLEARANCE REQUIREMENTS.  
 3. ALL VERTICAL CURVES SHALL BE PLACED ACCORDING TO THE CITY OF GEORGETOWN SPECIFICATIONS.  
 4. ALL VERTICAL CURVES SHALL BE PLACED ACCORDING TO THE CITY OF GEORGETOWN SPECIFICATIONS.



**SECTION B-B N.T.S.**  
 HYDRAULIC CALCULATION  
 CHANNEL SECTION B

Q100	3.85 CFS
Q50	2.37 CFS
Q25	1.19 CFS
Q10	0.47 CFS
Q5	0.24 CFS
Q2	0.12 CFS
Q1	0.06 CFS
PRELIMINARY PROPOSED REQUIRED	0.06
MANHOLE'S N	0.06
CL SLOPE	0.50%



**SECTION A-A N.T.S.**  
 HYDRAULIC CALCULATIONS  
 WEST CHANNEL SECTION A-A

Q100	18.71 CFS
Q50	11.82 CFS
Q25	5.91 CFS
Q10	2.37 CFS
Q5	1.19 CFS
Q2	0.59 CFS
Q1	0.30 CFS
PRELIMINARY PROPOSED REQUIRED	0.30
MANHOLE'S N	0.30
CL SLOPE	0.50%



RECORDERS MEMORANDUM  
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**LAND DEV**  
 CONSULTING, L.L.C.  
 8200 NORTH NMDAS EXPY, SUITE 250  
 ALLETTON, TX 77808  
 OFFICE: 817-243-0978  
 FIRM NO. 1989-078

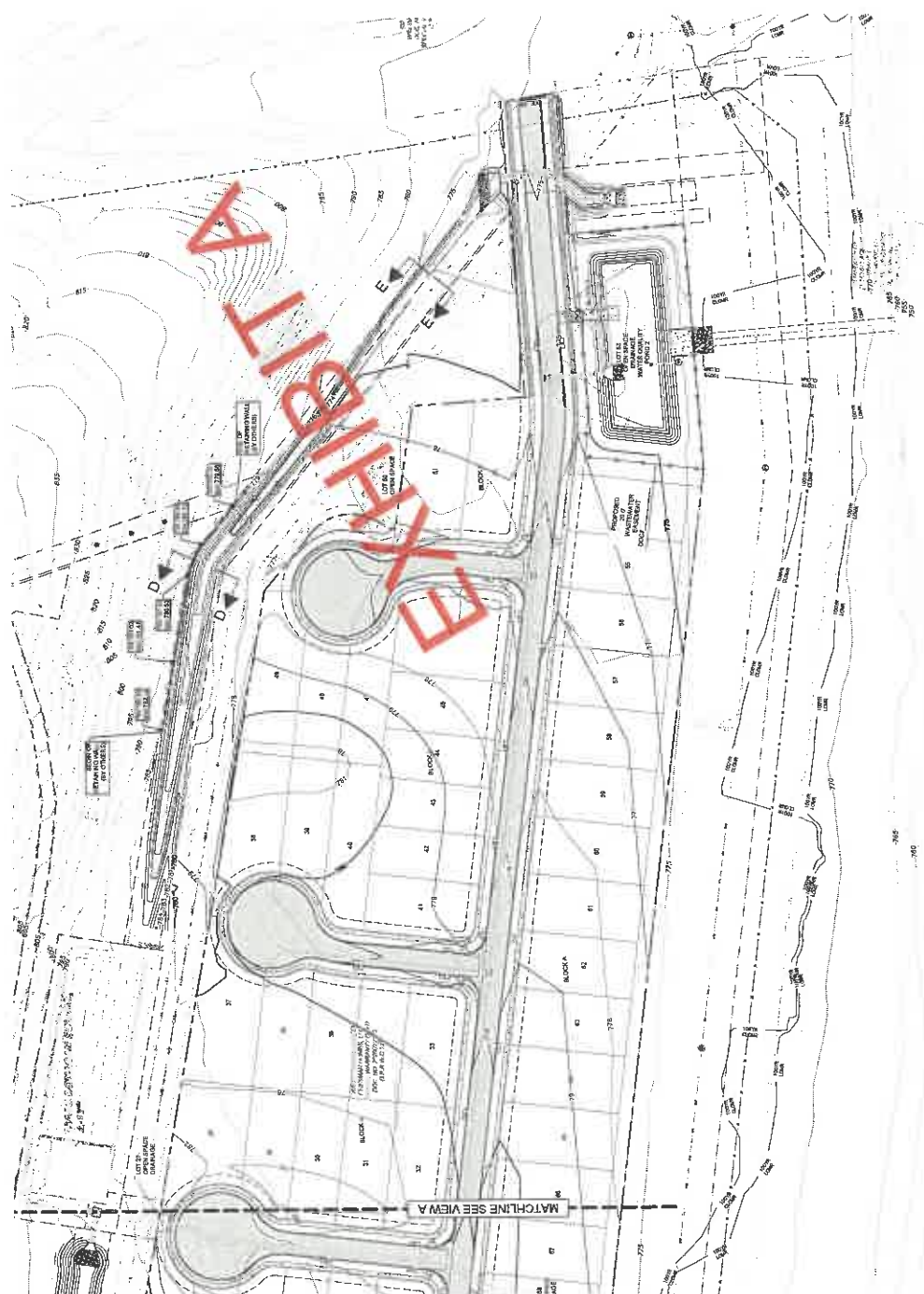
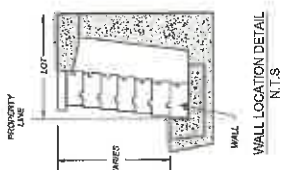
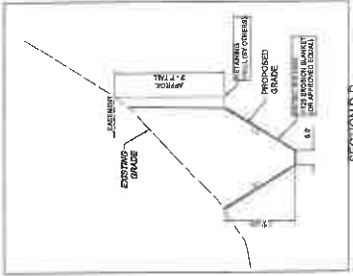
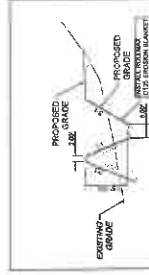
New or later below.  
 Call before you dig.

NO.	REVISION	BY	DATE



- LEGEND**
- 3/4" --- EXISTING AND CENTER
  - 2/3" --- EXISTING MAJOR CONTROL
  - 2/5" --- EXISTING MINOR CONTROL
  - --- PROPOSED MAJOR CONTROL
  - --- PROPOSED MINOR CONTROL
  - --- EXHIBIT
  - --- EASEMENT
  - --- REPAIR (WALL BY OTHER)
  - --- MASONRY WALL BY OTHER
  - --- TREES TO REMAIN/RETAIN
  - --- ADJACENT TO BE REMOVED TO
  - --- ADJACENT TO BE REMOVED TO SHORTLY AFTER COMPLETION OF WORK

**NOTES:**  
 1. ALL SHOULD BE CONTACTED TO AT LEAST 48 HOURS BEFORE CONSTRUCTION AS DETERMINED BY FOOT COUNCILS AND UTILITY LOCATIONS. ALL ENGINEERING RECOMMENDATIONS SHALL BE MAINTAINED WITHIN THE RESIDENTIAL LOT AREAS SHALL BE PLACED ACCORDING TO ALL CITY, STATE AND FEDERAL SPECIFICATIONS AND REQUIREMENTS PER CITY OF GEORGETOWN SPECIFICATIONS.



MATCHLINE SEE VIEW A

RECORDERS MEMORANDUM  
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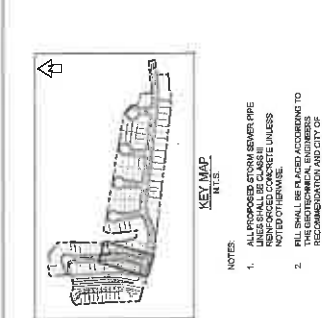


**LAND DEV**  
 8800 NORTH LOOP EAST, SUITE 100  
 DALLAS, TEXAS 75243  
 PHONE: (214) 343-8888  
 FAX: (214) 343-8899  
 WWW.LANDDEV.COM

Know what's below.  
 Call before you dig.

LEGEND

634	EXISTING MAJOR CONDUIT
635	EXISTING MAJOR CONDUIT
636	PROPOSED MAJOR CONDUIT
637	PROPOSED MAJOR CONDUIT
638	PROPOSED MAJOR CONDUIT
639	PROPOSED MAJOR CONDUIT
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650	PROPOSED MAJOR CONDUIT



- NOTES**
- ALL PROPOSED STORM SEWER PIPE LINES SHALL BE CLASS 4 REINFORCED CONCRETE UNLESS NOTED OTHERWISE.
  - CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES HORIZONTALLY AND VERTICALLY AT ALL THE LOCATIONS INDICATED BY THE ENGINEER OF ANY DISCREPANCIES.

**TRENCH SAFETY NOTES:**

- IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE REGULATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION, ALL TRENCHES DEEPER THAN 4 FEET SHALL BE PROTECTED BY SHIELDING OR OTHER MEANS SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 4 FEET DEEP SHALL ALSO BE PROTECTED BY SHIELDING OR OTHER MEANS SUPPORTED. THE PROTECTION METHOD TO BE USED SHALL BE DETERMINED BY THE REGISTERED PROFESSIONAL ENGINEER AS REQUIRED BY THE CITY OF GEORGETOWN SPECIFICATIONS.
- IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN TRENCHING IS TO BE PERFORMED IN AREAS WHERE ADJACENT UTILITIES ARE KNOWN TO EXIST, THE CONTRACTOR SHALL BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 18 INCHES OF VERTICAL TRAVEL.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROPRIATE PERMITS FROM THE CITY OF GEORGETOWN. PROFESSIONAL ENGINEER, AEE, REFINED AND COPIES SUBMITTED TO THE CITY OF GEORGETOWN.
- PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE PROTECTION SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A DETAILED TRENCHING PLAN TO THE ENGINEER AND ENTERPRISE GAS COMPANY FOR REVIEW. THE TRENCHING PLAN SHALL BE SUBMITTED WITH THIS SHEET. THE TRENCHING PLAN MUST COMPLY WITH THE TRENCH SAFETY NOTES ON THIS SHEET.
- PLACE ONE CALL 811 OR CONTACT ALBERTO SANCHEZ ADVISOR PRIOR TO ANY EXCAVATION WORK WITHIN THE GAS PNEUMATIC ZONE.



**PROFILE LEGEND**

---	FINISH GRADE - CENTERLINE
---	EXISTING GRADE - CENTERLINE
---	PIPE
---	PROPOSED PROFILE

Profile	Station	Elevation	Station	Elevation
STORM C2	6+00	785.00	6+10	785.00
STORM C2	6+20	785.00	6+30	785.00
STORM C2	6+40	785.00	6+50	785.00
STORM C2	6+60	785.00	6+70	785.00
STORM C2	6+80	785.00	6+90	785.00
STORM C2	7+00	785.00	7+10	785.00
STORM C2	7+20	785.00	7+30	785.00
STORM C2	7+40	785.00	7+50	785.00
STORM C2	7+60	785.00	7+70	785.00
STORM C2	7+80	785.00	7+90	785.00
STORM C2	8+00	785.00	8+10	785.00
STORM C2	8+20	785.00	8+30	785.00
STORM C2	8+40	785.00	8+50	785.00
STORM C2	8+60	785.00	8+70	785.00
STORM C2	8+80	785.00	8+90	785.00
STORM C2	9+00	785.00	9+10	785.00
STORM C2	9+20	785.00	9+30	785.00
STORM C2	9+40	785.00	9+50	785.00
STORM C2	9+60	785.00	9+70	785.00
STORM C2	9+80	785.00	9+90	785.00
STORM C2	10+00	785.00	10+10	785.00
STORM C2	10+20	785.00	10+30	785.00
STORM C2	10+40	785.00	10+50	785.00
STORM C2	10+60	785.00	10+70	785.00
STORM C2	10+80	785.00	10+90	785.00
STORM C2	11+00	785.00	11+10	785.00
STORM C2	11+20	785.00	11+30	785.00
STORM C2	11+40	785.00	11+50	785.00
STORM C2	11+60	785.00	11+70	785.00
STORM C2	11+80	785.00	11+90	785.00
STORM C2	12+00	785.00	12+10	785.00
STORM C2	12+20	785.00	12+30	785.00
STORM C2	12+40	785.00	12+50	785.00
STORM C2	12+60	785.00	12+70	785.00
STORM C2	12+80	785.00	12+90	785.00
STORM C2	13+00	785.00	13+10	785.00
STORM C2	13+20	785.00	13+30	785.00
STORM C2	13+40	785.00	13+50	785.00
STORM C2	13+60	785.00	13+70	785.00
STORM C2	13+80	785.00	13+90	785.00
STORM C2	14+00	785.00	14+10	785.00
STORM C2	14+20	785.00	14+30	785.00
STORM C2	14+40	785.00	14+50	785.00
STORM C2	14+60	785.00	14+70	785.00
STORM C2	14+80	785.00	14+90	785.00
STORM C2	15+00	785.00	15+10	785.00
STORM C2	15+20	785.00	15+30	785.00
STORM C2	15+40	785.00	15+50	785.00
STORM C2	15+60	785.00	15+70	785.00
STORM C2	15+80	785.00	15+90	785.00
STORM C2	16+00	785.00	16+10	785.00
STORM C2	16+20	785.00	16+30	785.00
STORM C2	16+40	785.00	16+50	785.00
STORM C2	16+60	785.00	16+70	785.00
STORM C2	16+80	785.00	16+90	785.00
STORM C2	17+00	785.00	17+10	785.00
STORM C2	17+20	785.00	17+30	785.00
STORM C2	17+40	785.00	17+50	785.00
STORM C2	17+60	785.00	17+70	785.00
STORM C2	17+80	785.00	17+90	785.00
STORM C2	18+00	785.00	18+10	785.00
STORM C2	18+20	785.00	18+30	785.00
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STORM C2	18+60	785.00	18+70	785.00
STORM C2	18+80	785.00	18+90	785.00
STORM C2	19+00	785.00	19+10	785.00
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STORM C2	19+40	785.00	19+50	785.00
STORM C2	19+60	785.00	19+70	785.00
STORM C2	19+80	785.00	19+90	785.00
STORM C2	20+00	785.00	20+10	785.00
STORM C2	20+20	785.00	20+30	785.00
STORM C2	20+40	785.00	20+50	785.00
STORM C2	20+60	785.00	20+70	785.00
STORM C2	20+80	785.00	20+90	785.00
STORM C2	21+00	785.00	21+10	785.00
STORM C2	21+20	785.00	21+30	785.00
STORM C2	21+40	785.00	21+50	785.00
STORM C2	21+60	785.00	21+70	785.00
STORM C2	21+80	785.00	21+90	785.00
STORM C2	22+00	785.00	22+10	785.00
STORM C2	22+20	785.00	22+30	785.00
STORM C2	22+40	785.00	22+50	785.00
STORM C2	22+60	785.00	22+70	785.00
STORM C2	22+80	785.00	22+90	785.00
STORM C2	23+00	785.00	23+10	785.00
STORM C2	23+20	785.00	23+30	785.00
STORM C2	23+40	785.00	23+50	785.00
STORM C2	23+60	785.00	23+70	785.00
STORM C2	23+80	785.00	23+90	785.00
STORM C2	24+00	785.00	24+10	785.00
STORM C2	24+20	785.00	24+30	785.00
STORM C2	24+40	785.00	24+50	785.00
STORM C2	24+60	785.00	24+70	785.00
STORM C2	24+80	785.00	24+90	785.00
STORM C2	25+00	785.00	25+10	785.00
STORM C2	25+20	785.00	25+30	785.00
STORM C2	25+40	785.00	25+50	785.00
STORM C2	25+60	785.00	25+70	785.00
STORM C2	25+80	785.00	25+90	785.00
STORM C2	26+00	785.00	26+10	785.00
STORM C2	26+20	785.00	26+30	785.00
STORM C2	26+40	785.00	26+50	785.00
STORM C2	26+60	785.00	26+70	785.00
STORM C2	26+80	785.00	26+90	785.00
STORM C2	27+00	785.00	27+10	785.00
STORM C2	27+20	785.00	27+30	785.00
STORM C2	27+40	785.00	27+50	785.00
STORM C2	27+60	785.00	27+70	785.00
STORM C2	27+80	785.00	27+90	785.00
STORM C2	28+00	785.00	28+10	785.00
STORM C2	28+20	785.00	28+30	785.00
STORM C2	28+40	785.00	28+50	785.00
STORM C2	28+60	785.00	28+70	785.00
STORM C2	28+80	785.00	28+90	785.00
STORM C2	29+00	785.00	29+10	785.00
STORM C2	29+20	785.00	29+30	785.00
STORM C2	29+40	785.00	29+50	785.00
STORM C2	29+60	785.00	29+70	785.00
STORM C2	29+80	785.00	29+90	785.00
STORM C2	30+00	785.00	30+10	785.00
STORM C2	30+20	785.00	30+30	785.00
STORM C2	30+40	785.00	30+50	785.00
STORM C2	30+60	785.00	30+70	785.00
STORM C2	30+80	785.00	30+90	785.00
STORM C2	31+00	785.00	31+10	785.00
STORM C2	31+20	785.00	31+30	785.00
STORM C2	31+40	785.00	31+50	785.00
STORM C2	31+60	785.00	31+70	785.00
STORM C2	31+80	785.00	31+90	785.00
STORM C2	32+00	785.00	32+10	785.00
STORM C2	32+20	785.00	32+30	785.00
STORM C2	32+40	785.00	32+50	785.00
STORM C2	32+60	785.00	32+70	785.00
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STORM C2	35+80	785.00	35+90	785.00
STORM C2	36+00	785.00	36+10	785.00
STORM C2	36+20	785.00	36+30	785.00
STORM C2	36+40	785.00	36+50	785.00
STORM C2	36+60	785.00	36+70	785.00
STORM C2	36+80	785.00	36+90	785.00
STORM C2	37+00	785.00	37+10	785.00
STORM C2	37+20	785.00	37+30	785.00
STORM C2	37+40	785.00	37+50	785.00
STORM C2	37+60	785.00	37+70	785.00
STORM C2	37+80	785.00	37+90	785.00
STORM C2	38+00	785.00	38+10	785.00
STORM C2	38+20	785.00	38+30	785.00
STORM C2	38+40	785.00	38+50	785.00
STORM C2	38+60	785.00	38+70	785.00
STORM C2	38+80	785.00	38+90	785.00
STORM C2	39+00	785.00	39+10	785.00
STORM C2	39+20	785.00	39+30	785.00
ST				







RECORDERS MEMORANDUM  
 All or parts of the text on this page was  
 not clearly legible for satisfactory  
 recordation.









**EXHIBIT "B"**

**Insurance Requirements**

- A. Payor agrees to procure and maintain, and shall require all Contractors to procure and maintain, insurance coverages in the kinds and amounts, and with deductibles reasonably acceptable as set forth below:
- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident.
  - (ii) Employer's Liability Insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
  - (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, explosion, blanket contractual liability and sudden and accidental pollution liability.
  - (iv) Business Automobile Liability Insurance covering all owned, non-owned, leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
  - (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- B. All required insurance shall:
- (i) except Worker's Compensation or Employer's Liability insurance, name Enterprise, its directors, employees, agents and representatives (collectively, the "Enterprise Indemnified Parties") as an additional insured;
  - (ii) not contain exclusions for claims arising out of the negligence of any Enterprise Indemnified Parties as an additional insured; and
  - (iii) be endorsed as primary and non-contributing to any other insurance policies carried by Enterprise with respect to Payor's operations.
- C. Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Payor or any Contractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Enterprise Indemnified Parties.
- D. Payor shall:
- (i) simultaneously with its execution of this Agreement, provide to Enterprise Certificates of Insurance for itself and each of its Contractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Enterprise and each entity required to be named as an additional insured herein; and
  - (ii) deliver, or require to be delivered, to Enterprise a renewal certificate not less than ten (10) days before policy expiration.

③ Enterprise Products  
1100 Louisiana St. STE 12.037  
Houston, TX 77002

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2021169451

AGR Fee: \$218.00  
11/04/2021 12:00 PM BCASaubon



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas



**AMENDMENT TO ENCROACHMENT AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Amendment to Encroachment Agreement (“Amendment”) is made by and between WHITETHORN PIPELINE COMPANY LLC whose address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 (hereinafter referred to as “Company”), and CHESMAR HOMES, LLC, whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727 (hereinafter referred to as “Landowner”), upon the following terms and conditions:

**WITNESSETH:**

WHEREAS, Landowner owns a certain tract of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas and a 6.720 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Records of Williamson County, Texas (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner’s Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016 and recorded as Document Number 2016010602 in the Records of Williamson County, Texas (the “Easement”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner and Company entered into an Encroachment Agreement effective August 19, 2021, and recorded as instrument number 2021169451 in the Official Public Records of Williamson County, Texas (the “Encroachment Agreement”) concerning the construction of streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48”) RCP, an eighteen inch (18”) RCP storm sewer, two (2) thirty inch (30”) RCP, an eight inch (8”) PVC wastewater line, an eight inch (8”) PVC water line in eighteen inch (18”) steel pipe casing and proposed lighting and

conduits across COMPANY'S Pipeline which will encroach on the Easement (hereinafter referred to as the "Encroachment"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the undersigned do hereby ALTER, CHANGE and AMEND the Agreement as follows:

Notwithstanding anything contained in the Encroachment Agreement to the contrary, the Parties hereby agree to amend the Agreement by adding roadway paving plans attached hereto as Exhibit "A-1".

This Amendment to Encroachment Agreement shall have an Effective Date of November 29, 2021.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By:   
Paul D. Lair  
Agent and Attorney-in-Fact

Date: November 29, 2021

(OWNER)

CHESMAR HOMES, LLC

By: 

Name: Adam Stockton

Title: President - Austin

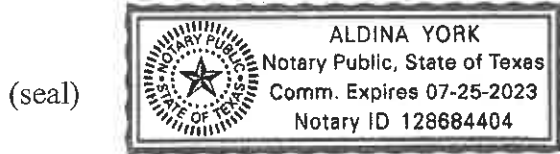
Date: 11-22-2021



ACKNOWLEDGEMENTS

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29<sup>th</sup> day of NOVEMBER, 2021 by Paul D. Lair, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of said limited liability company, as authorized by its Managing Member.



Aldina York  
Notary Public

My Commission Expires: 7-25-2023

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30 day of NOVEMBER, 2021 by ADAM STOCKTON, PRESIDENT for Chesmar Homes LLC, on behalf of such limited liability company.



Gloria Lynn Kellar  
Notary Public

My Commission Expires: 7-15-24

**Prepared By/Return To:**

Whitethorn Pipeline Company LLC  
c/o Y. Siddiqui – Land Department  
P.O. Box 4324  
Houston, Texas 77210-4324



**OWNER/DEVELOPER:** CHESMAR HOMES, LLC.  
3600 W PARMER STE. 160,  
AUSTIN, TX 78727  
(512) 465-2903

**ENGINEER/SURVEYOR:** LANDDEV CONSULTING LLC  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
512.872.6696

# CIVIL CONSTRUCTION PLANS WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 WATER OAK NORTH SECTION 6 GEORGETOWN, WILLIAMSON COUNTY, TEXAS 2020-49-CON

**WATERSHED STATUS:**

THIS SITE IS LOCATED IN THE SOUTH FORK OF THE SAN GABRIEL WATERSHED. THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE.

**FLOODPLAIN INFORMATION:**

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) FOR WILLIAMSON COUNTY AND INCORPORATED AREAS, TEXAS COMMUNITY PANELS NUMBER 48491C0460F AND 48491C0480F DATED DECEMBER 20TH, 2019, THERE ARE SOME LOTS LOCATED WITHIN THE LIMITS OF THE 100 YR FLOODPLAIN (ZONE AE). HOWEVER, NO LOTS ARE ENCRACED BY THE 100 YR FLOODPLAIN PER THE APPROVED CLOMR 10-060271R.

**LEGAL DESCRIPTION:**

DESCRIPTION OF 31.638 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 24.958 ACRES, DESIGNATED AS TRACT 1 AND A PORTION OF THAT CERTAIN CALLED 6.720 ACRES, DESIGNATED AS TRACT 2, SAID TRACTS 1 AND 2 DESCRIBED IN THE SPECIAL WARRANTY DEED TO CHESMAR HOMES, LLC OF RECORD IN DOCUMENT NO. 2020022090, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING ALL OF THAT CERTAIN CALLED 498 SQUARE FOOT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO CHESMAR HOMES, LLC OF RECORD IN DOCUMENT NO. 2019031299, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 31.638 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC.

**BENCHMARK NOTE:**

LCRA CONTROL MONUMENT MG3A, LCRA BRASS DISC IN CONCRETE FOUND AT NORTHEAST CORNER OF LCRA SUBSTATION ALONG CHAIN LINK FENCE ON SOUTH SIDE OF STATE HIGHWAY 29, APPROXIMATELY 1,000 FEET EAST OF INTERSTATE HIGHWAY NO. 35. PUBLISHED ELEVATION OBTAINED FROM LCRA WEB SITE, MAY 9, 2020. NAVD 88 (GEOID 12A) ELEVATION = 736.03 FEET

GRID NORTHING: 10,203,848.90  
GRID EASTING: 3,128,835.70

BM:1413\_06:  
SQUARE CUT ON CONCRETE RIBBON CURB NEAR SOUTHEAST INTERSECTION OF WATER OAK PARKWAY AND LEANING OAK LANE. ELEVATION = 808.64'

GRID NORTHING: 10,200,474.45  
GRID EASTING: 3,107,749.38

BM:1413\_07:  
"X" CUT ON 4-INCH METAL BOLLARD FENCE POST, APPROX. 130 FEET SOUTH OF THE MOST EASTERLY SOUTHEAST CORNER OF THE SAID 24.958 ACRE CHESMAR TRACT. ELEVATION = 772.94'

GRID NORTHING: 10,199,472.12  
GRID EASTING: 3,110,076.89

GRID COORDINATES ARE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

**NO LIABILITY NOTE:**

LIMITATION OF LIABILITY – LANDDEV CONSULTING, LLC ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS, THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AS A MEMBER OF THIS FIRM (#F-16384). OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

SITE PLAN COMPONENTS – ALL BUILDING AND STRUCTURAL IMPROVEMENTS SHOWN HEREON ARE SHOWN FOR CONCEPTUAL PURPOSES ONLY. LANDDEV, LLC IS NOT RESPONSIBLE OR LIABLE FOR THE DESIGN OF BUILDING OR STRUCTURAL IMPROVEMENTS BY OTHERS.

STRUCTURAL COMPONENTS – ALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE OWNER'S STRUCTURAL ENGINEER. STRUCTURAL DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S STRUCTURAL ENGINEER.

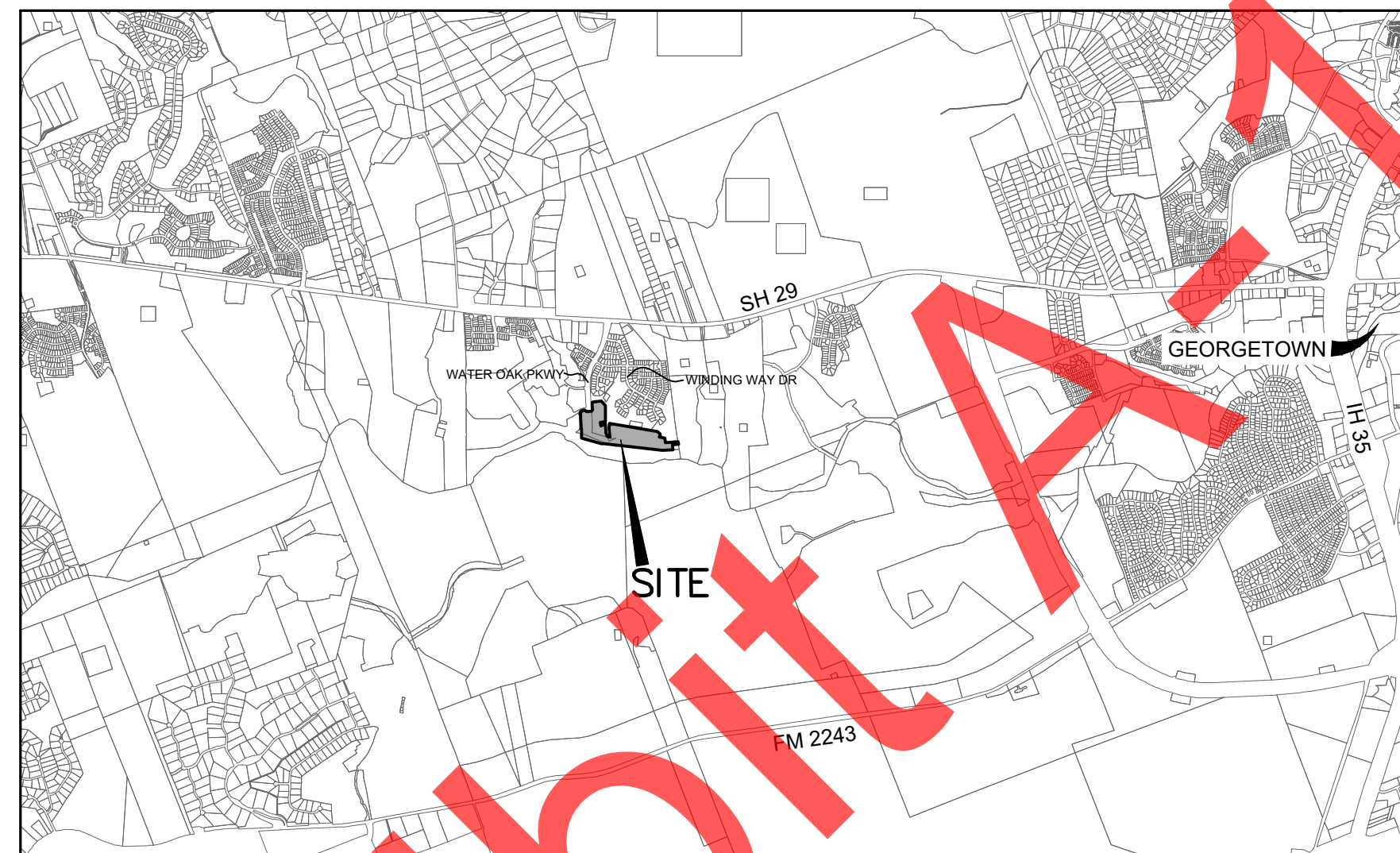
PAVEMENT DESIGN – PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT. LANDDEV CONSULTING, LLC MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

**NOTES:**

- THESE PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE PLANS FOR CONSTRUCTION OF THE PROPOSED PROJECT ARE HEREBY APPROVED SUBJECT TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
- THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
- A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED ON (JULY 2019). ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.
- THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF PARKSIDE ON THE RIVER DEVELOPMENT AGREEMENT (ORDINANCE NO. 2019-69).

REVISIONS		
Number	Date	Description

INITIAL SUBMITTAL DATE: 11/16/2020



VICINITY MAP  
SCALE: 1"=4000'

I, SHERVIN NOOSHIN, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

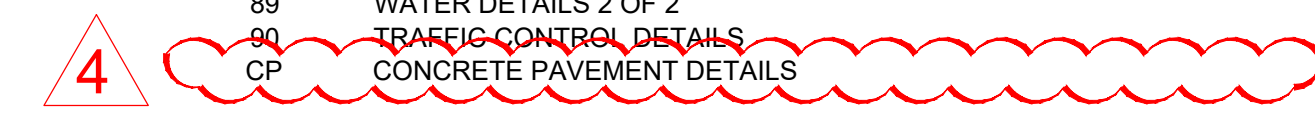
SUBMITTED BY: *Sherwin* 02/25/2021  
DATE  
SHERVIN NOOSHIN, P.E.  
LANDDEV CONSULTING LLC  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
512.872.6696

REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:

WILLIAMSON COUNTY M.U.D. NO. 25 DATE  
  
CITY OF GEORGETOWN, AS APPROVED BY THE PLANNING AND ZONING ON DATE  
  
J. TERRON EVERSTON, WILLIAMSON COUNTY ENGINEER DATE

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6	PLAT SHT 3 OF 9
7	PLAT SHT 4 OF 9
8	PLAT SHT 5 OF 9
9	PLAT SHT 6 OF 9
10	PLAT SHT 7 OF 9
11	PLAT SHT 8 OF 9
12	PLAT SHT 9 OF 9
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15	EROSION & SEDIMENTATION CONTROL PLAN SHT 2 OF 4
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70	STORM SWALE A PLAN AND PROFILE
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87	WATER LINE A PLAN AND PROFILE 8+00 - END
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91	CONCRETE PAVEMENT DETAILS



DATE: 09/23/21  
BY: DR  
REVISION: CONCRETE PAVEMENT DETAIL SHEET ADDED 4

**811**  
Know what's below.  
Call before you dig.

**LANDDEV**  
CONSULTING LLC  
8200 NORTH MOBILE EXP. SUITE 250  
AUSTIN, TX 78759  
OFFICE: 512.402.6878  
FIRM NO. 16384

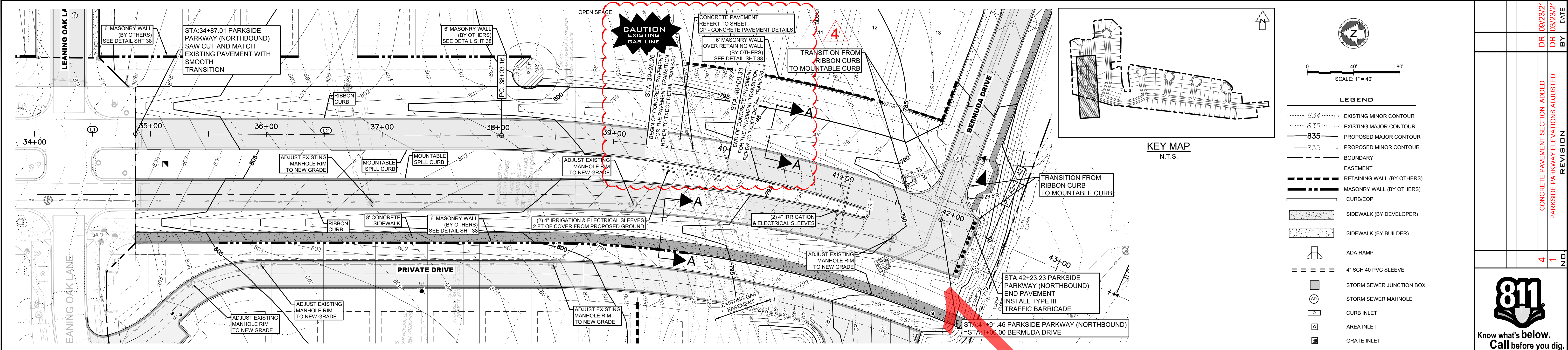
**STATE OF TEXAS**  
SHERVIN NOOSHIN  
LICENSED PROFESSIONAL ENGINEER  
02/25/2021

**COVER**  
**WATER OAK NORTH**  
**SECTION 6**  
**GEORGETOWN, WILLIAMSON, TEXAS**

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX  
APPROVED BY: XX

SHEET 1 OF 90

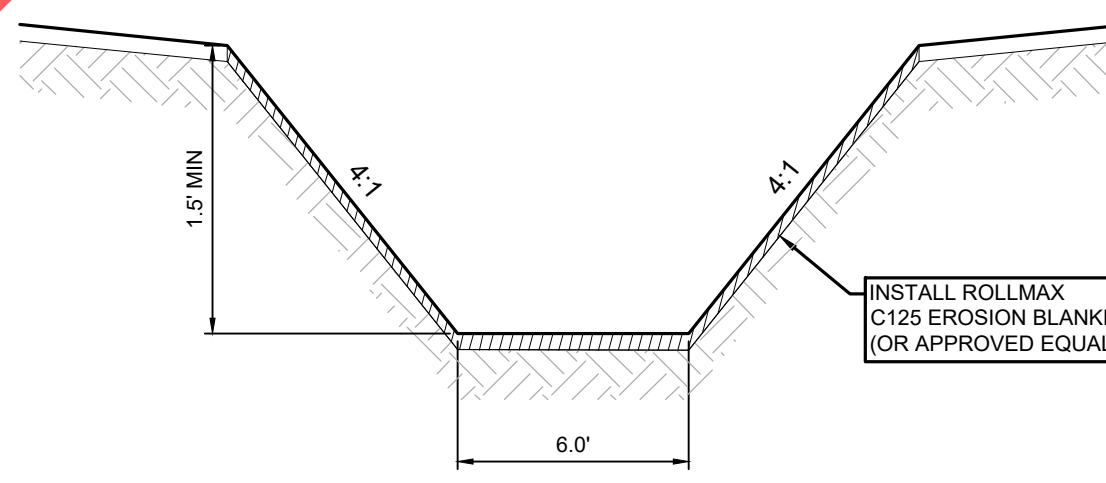




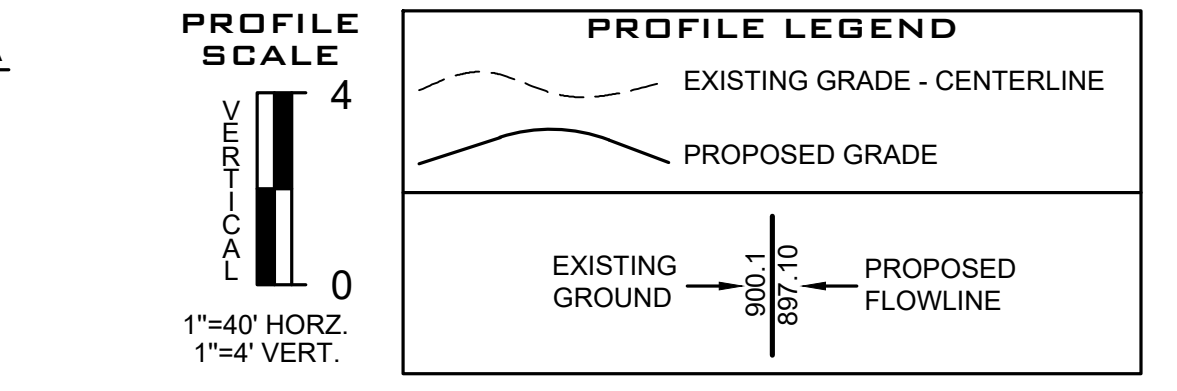
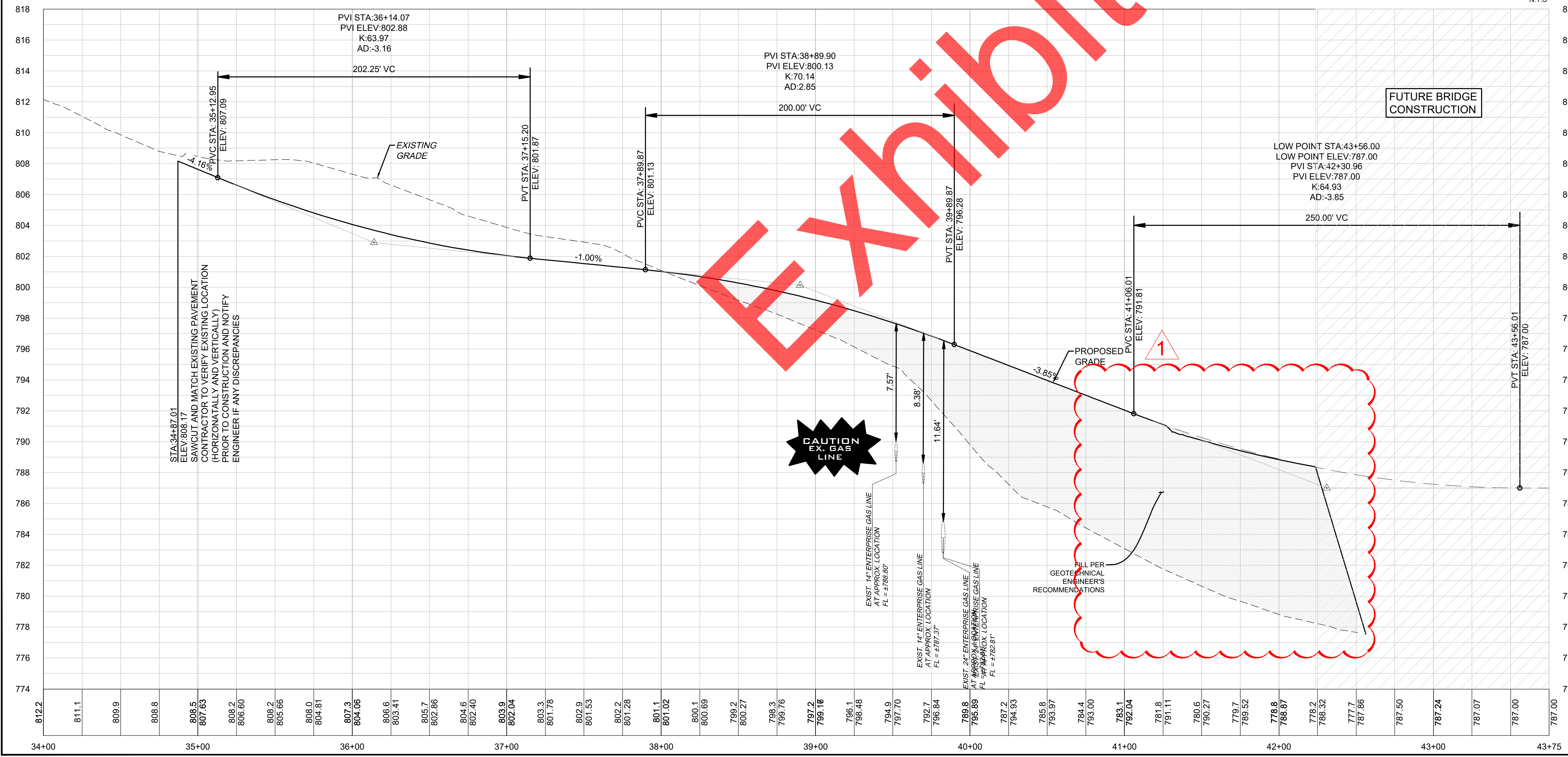
- GAS CROSSING TRENCH NOTE:**
- CONTRACTOR SHALL USE HAND TUNNELING OR OTHER SAFE APPROVED TRENCHING METHOD WHERE PROPOSED UTILITIES CROSS THE EXISTING GAS LINES.
  - CONTRACTORS SHALL SUBMIT A DETAILED TRENCHING PLAN TO THE ENGINEER AND ENTERPRISE GAS COMPANY FOR APPROVAL PRIOR TO UTILITIES INSTALLATION. THIS TRENCH PLAN MUST COMPLY WITH THE TRENCH SAFETY NOTES ON THIS SHEET.
  - PLACE A ONE CALL (811) OR CONTACT ALBERTO SAUCEDO WITH ENTERPRISE PRODUCTS AT 512-750-0004 OR ASAUCEO@EPROD.COM 48 HRS PRIOR TO ANY EQUIPMENT CROSSING OR EXCAVATION WORK WITHIN THE GAS PIPELINE EASEMENT.

ALIGNMENT: PARKSIDE PARKWAY (NORTHBOUND)

NUMBER	LENGTH	RADIUS	DELTA	LINE CHORD BEARING	START STA	END STA
L1	100.00'			S3°43'00"E	34+00.00	35+00.00
L2	303.16'			S3°25'59"E	35+00.00	38+03.16
L3	550.40'			S20°02'24"W	42+57.42	47+87.82



**PARKSIDE PARKWAY (NORTHBOUND)**  
MINOR ARTERIAL - DESIGN SPEED 40 MPH



- NOTES:**
- CONTRACTOR SHALL REFERENCE "GEOTECHNICAL INVESTIGATION PAVEMENT THICKNESS RECOMMENDATIONS FOR WATER OAK NORTH SECTION 6" CREATED OCTOBER 2020 BY MLA GEOTECHNICAL, PROJECT NUMBER 20101100.098. CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH MLA GEOTECHNICAL.
  - CONTRACTOR SHALL REFERENCE "PAVING DETAILS" SHEETS FOR ADDITIONAL INFORMATION REGARDING PAVEMENT DESIGN & DETAILS.
  - FILL SHOULD BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TxDOT - 114 - E, AND PER GEOTECHNICAL ENGINEERS RECOMMENDATION.
  - CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
  - CONTRACTOR SHALL COORDINATE DIRECTLY WITH LOCAL UTILITY COMPANIES FOR ALL INSTALLATION OF DRY UTILITIES.
  - CONTRACTOR SHALL COORDINATE STREET LIGHTING WITH PEC ELECTRIC.
  - CONTRACTOR SHALL REFERENCE GRADING PLAN FOR ADDITIONAL GRADING INFORMATION.
  - CONTRACTOR SHALL BE FAMILIARIZED WITH ALL DETAILS SHOWN ON THESE PLANS AND SHALL NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCY PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
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  - REFER TO THE STREET INTERSECTION SHEETS FOR THE DETAIL SPOT ELEVATIONS AT THE INTERSECTIONS. IN THE EVENT THAT THE SPOT ELEVATIONS AND THE PROFILE DON'T MATCH THEN THE SPOT ELEVATIONS SHALL CONTROL.

DR 09/23/21  
DR 03/23/21  
CONCRETE PAVEMENT SECTION ADDED  
PARKSIDE PARKWAY ELEVATIONS ADJUSTED  
REVISION  
4 1  
NO  
DATE

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8200 NORTH MOORE EXP. SUITE 250  
AUSTIN, TX 78759  
OFFICE: 512.402.6878  
FIRM NO. 16384

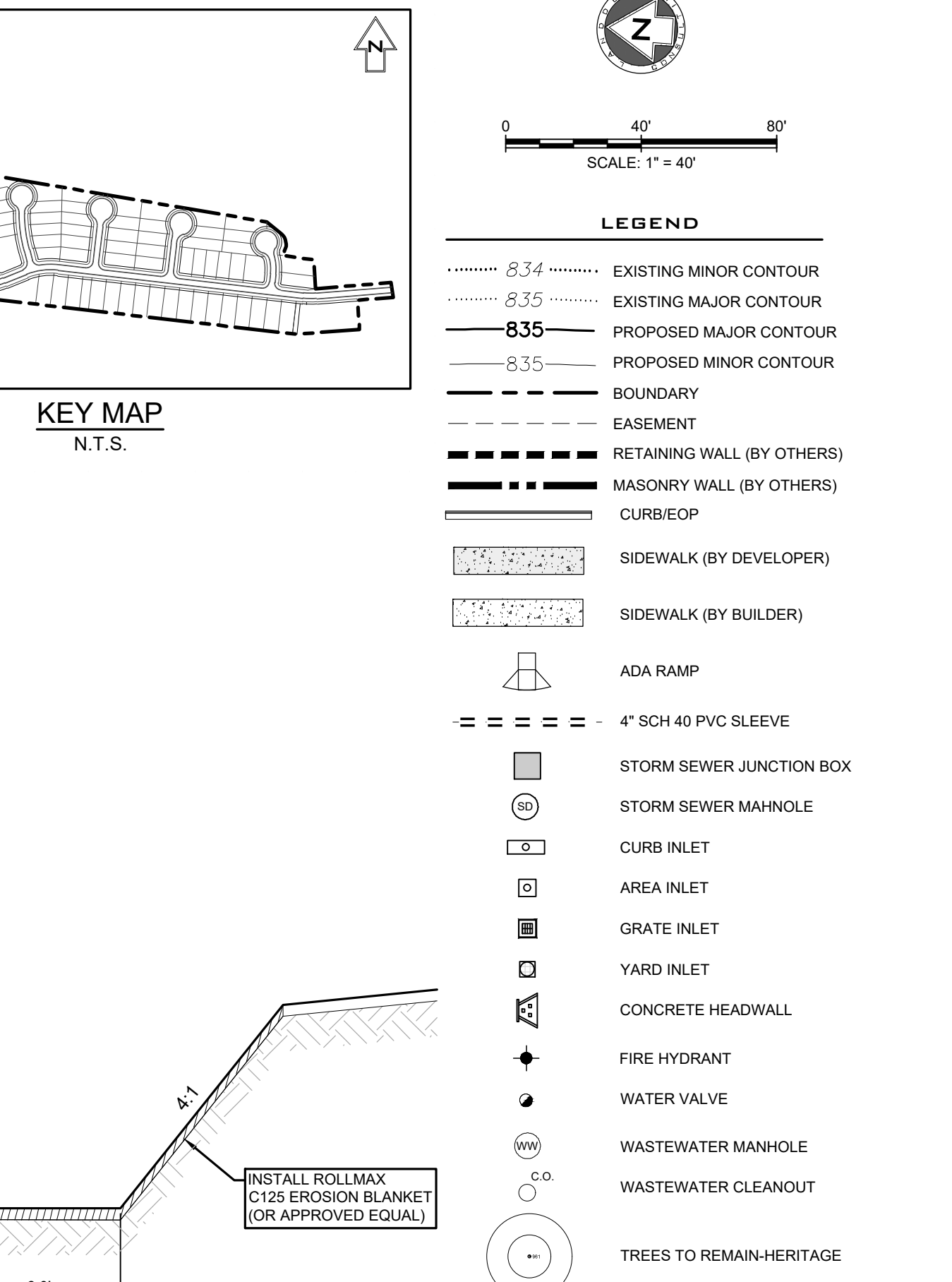
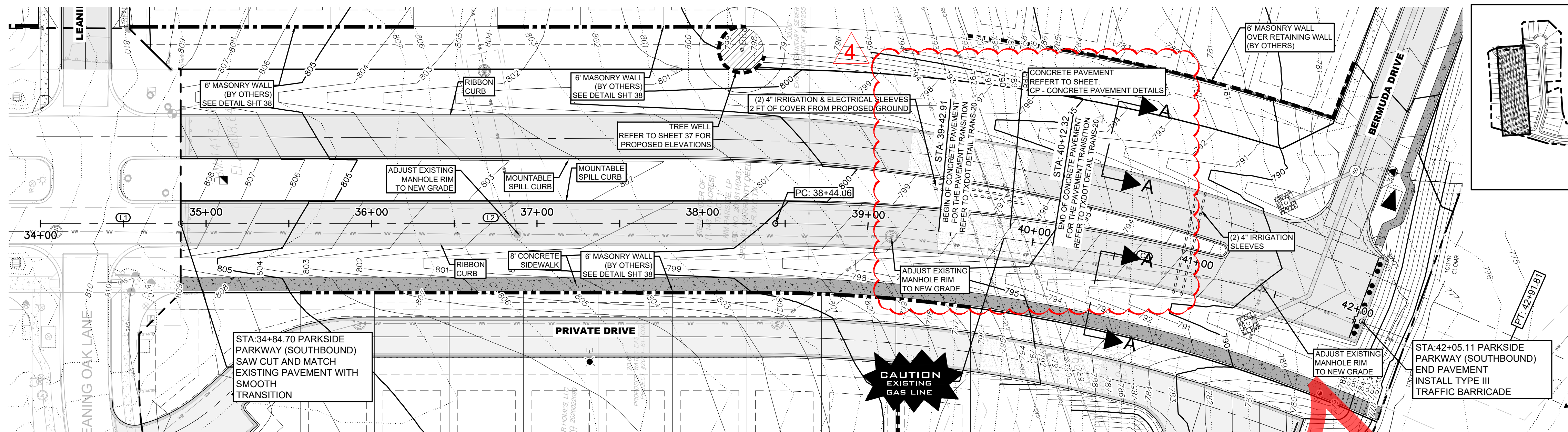
STATE OF TEXAS  
SHERVIN NOOSHIN  
166807  
LICENSED PROFESSIONAL ENGINEER  
03/23/2021

PARKSIDE PARKWAY NORTHBOUND  
PLAN AND PROFILE  
**WATER OAK NORTH**  
SECTION 6  
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX  
APPROVED BY: XX

SHEET 21 OF 90



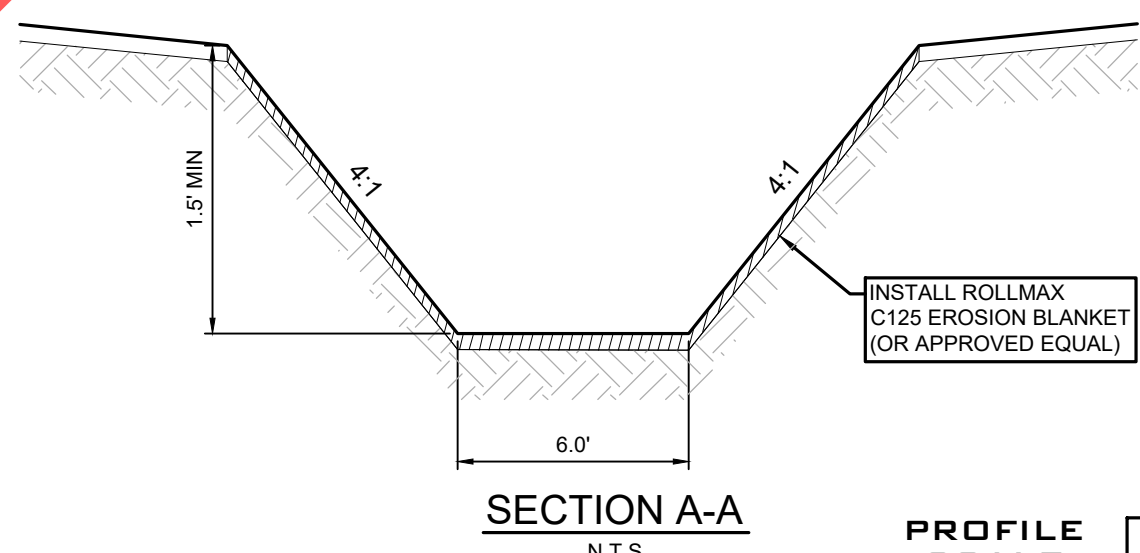


**GAS CROSSING TRENCH NOTE:**

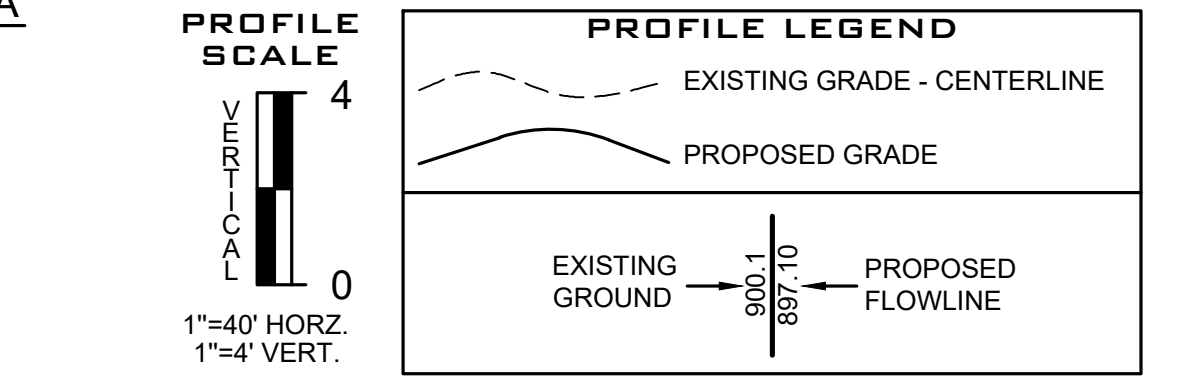
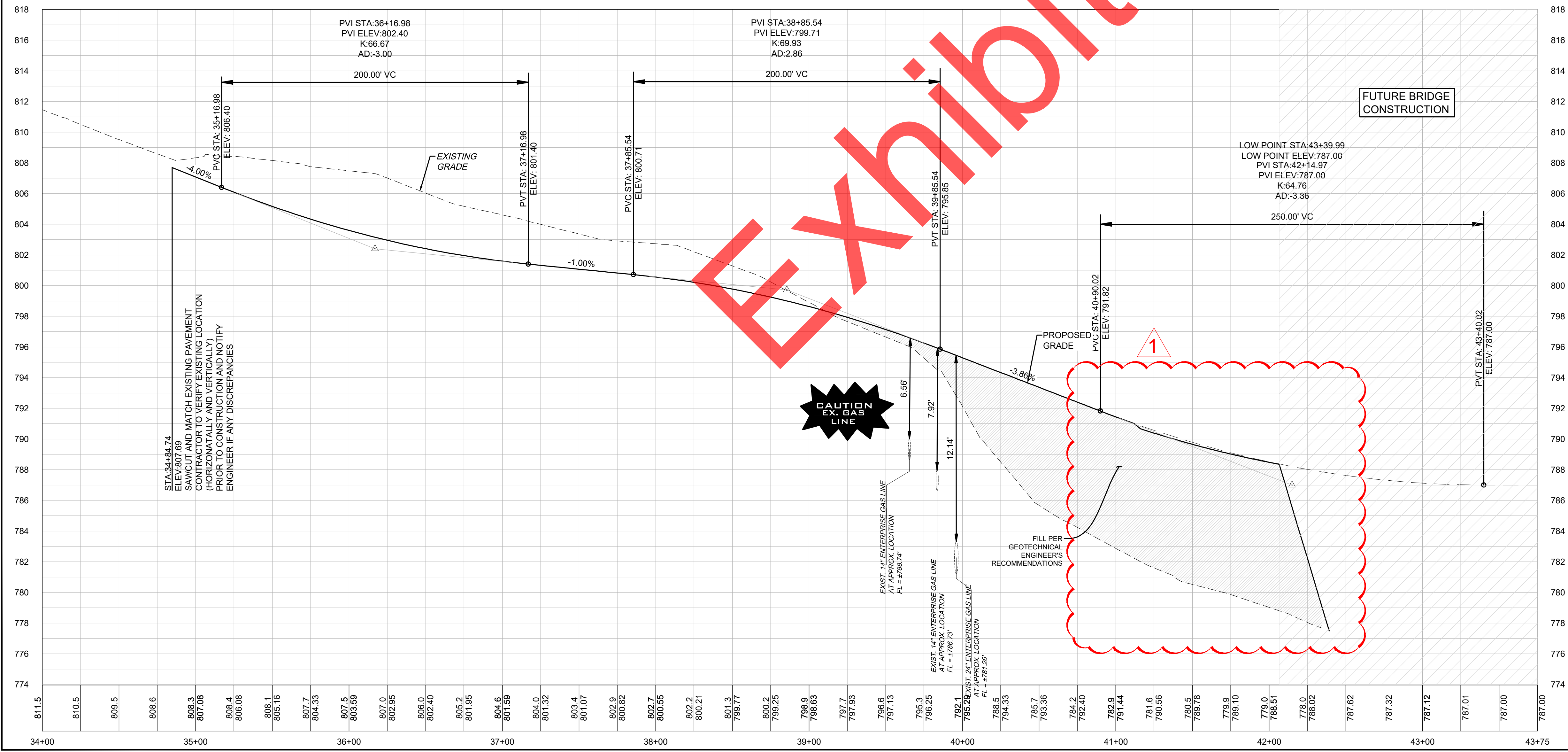
- CONTRACTOR SHALL USE HAND TUNNELING OR OTHER SAFE APPROVED TRENCHING METHOD WHERE PROPOSED UTILITIES CROSS THE EXISTING GAS LINES.
- CONTRACTORS SHALL SUBMIT A DETAILED TRENCHING PLAN TO THE ENGINEER AND ENTERPRISE GAS COMPANY FOR APPROVAL PRIOR TO UTILITIES INSTALLATION. THIS TRENCH PLAN MUST COMPLY WITH THE TRENCH SAFETY NOTES ON THIS SHEET.
- PLACE A ONE CALL (811) OR CONTACT ALBERTO SAUCEDO WITH ENTERPRISE PRODUCTS AT 512-750-0004 OR ASAUCEO@EPROD.COM 48-HRS PRIOR TO ANY EQUIPMENT CROSSING OR EXCAVATION WORK WITHIN THE GAS PIPELINE EASEMENT.

ALIGNMENT: PARKSIDE PARKWAY (SOUTHBOUND)

NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
C1	447.75'	1079.76'	23.76°	S8°09'47"W	38+44.06	42+91.81
L1	100.00'			S3°42'17"E	34+00.00	35+00.00
L2	344.06'			S3°43'00"E	35+00.00	38+44.06



**PARKSIDE PARKWAY (SOUTHBOUND)**  
MINOR ARTERIAL - DESIGN SPEED 40 MPH



- NOTES:**
- CONTRACTOR SHALL REFERENCE "GEOTECHNICAL INVESTIGATION PAVEMENT THICKNESS RECOMMENDATIONS FOR WATER OAK NORTH SECTION 6" CREATED OCTOBER 2020 BY MLA GEOTECHNICAL, PROJECT NUMBER 20101100.098. CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH MLA GEOTECHNICAL.
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DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX  
APPROVED BY: XX

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CONSULTING LLC  
8200 NORTH MOORE EXP. SUITE 250  
AUSTIN, TX 78759  
OFFICE: 512.402.6878  
FIRM NO. 16384

STATE OF TEXAS  
SHERVIN NOOSHIN  
LICENSED PROFESSIONAL ENGINEER  
03/23/2021

PARKSIDE PARKWAY SOUTHBOUND  
PLAN AND PROFILE  
**WATER OAK NORTH**  
SECTION 6  
GEORGETOWN, WILLIAMSON, TEXAS

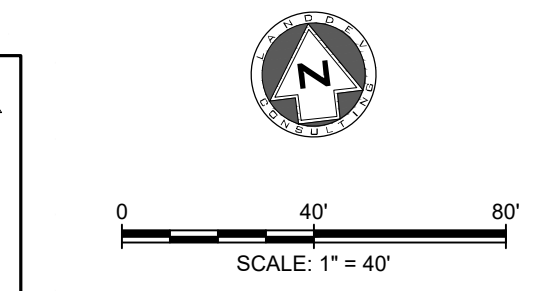
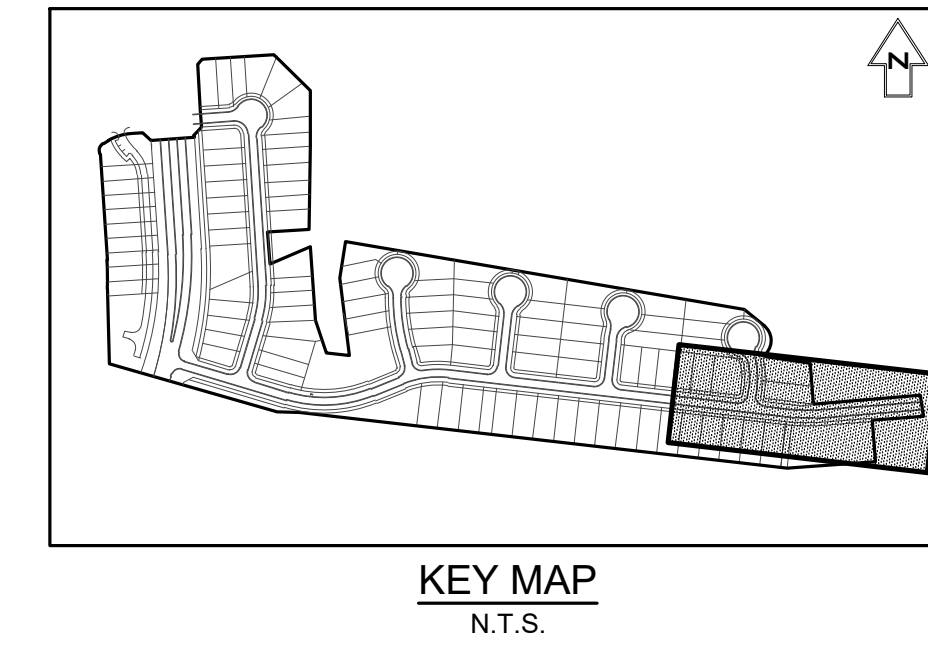
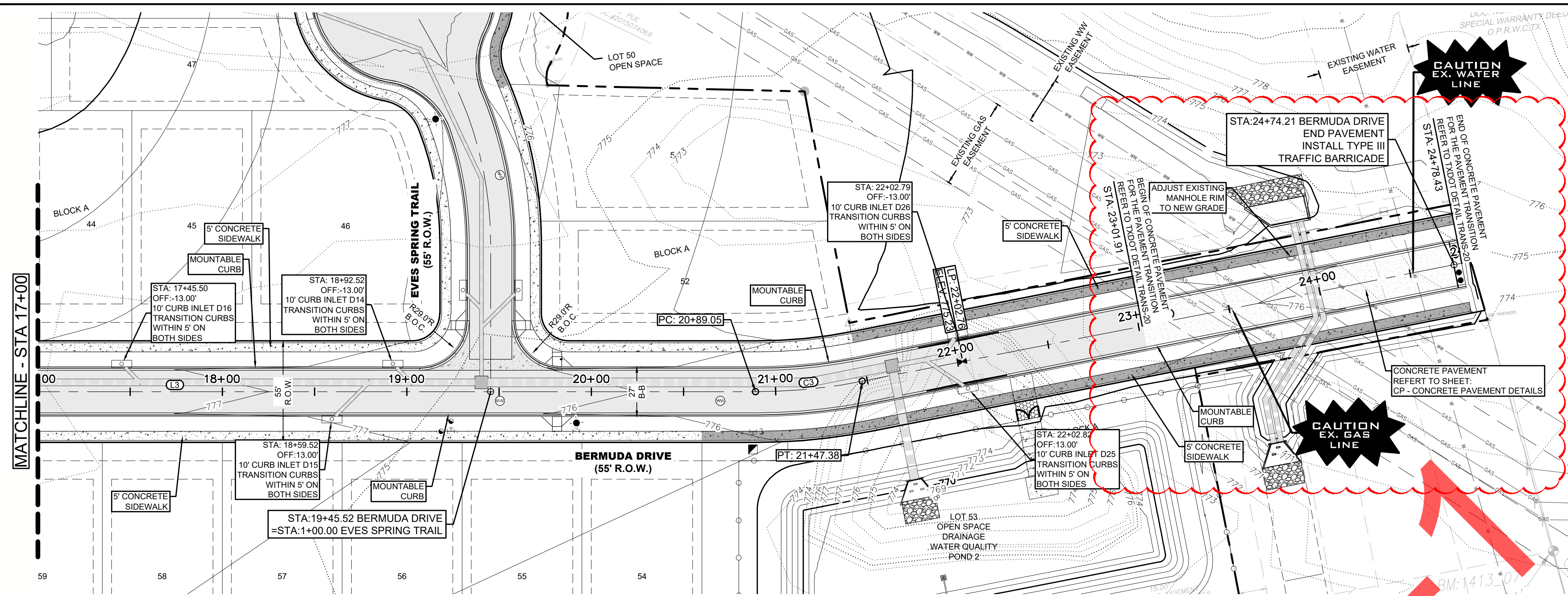
CONCRETE PAVEMENT SECTION ADDED  
DR 09/23/21  
PARKSIDE PARKWAY ELEVATIONS ADJUSTED  
BY  
REVISION  
4 1  
NO

SHEET 22 OF 90









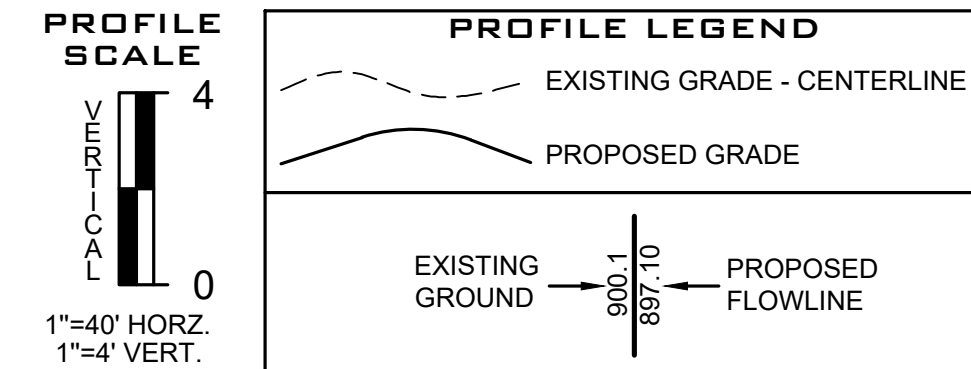
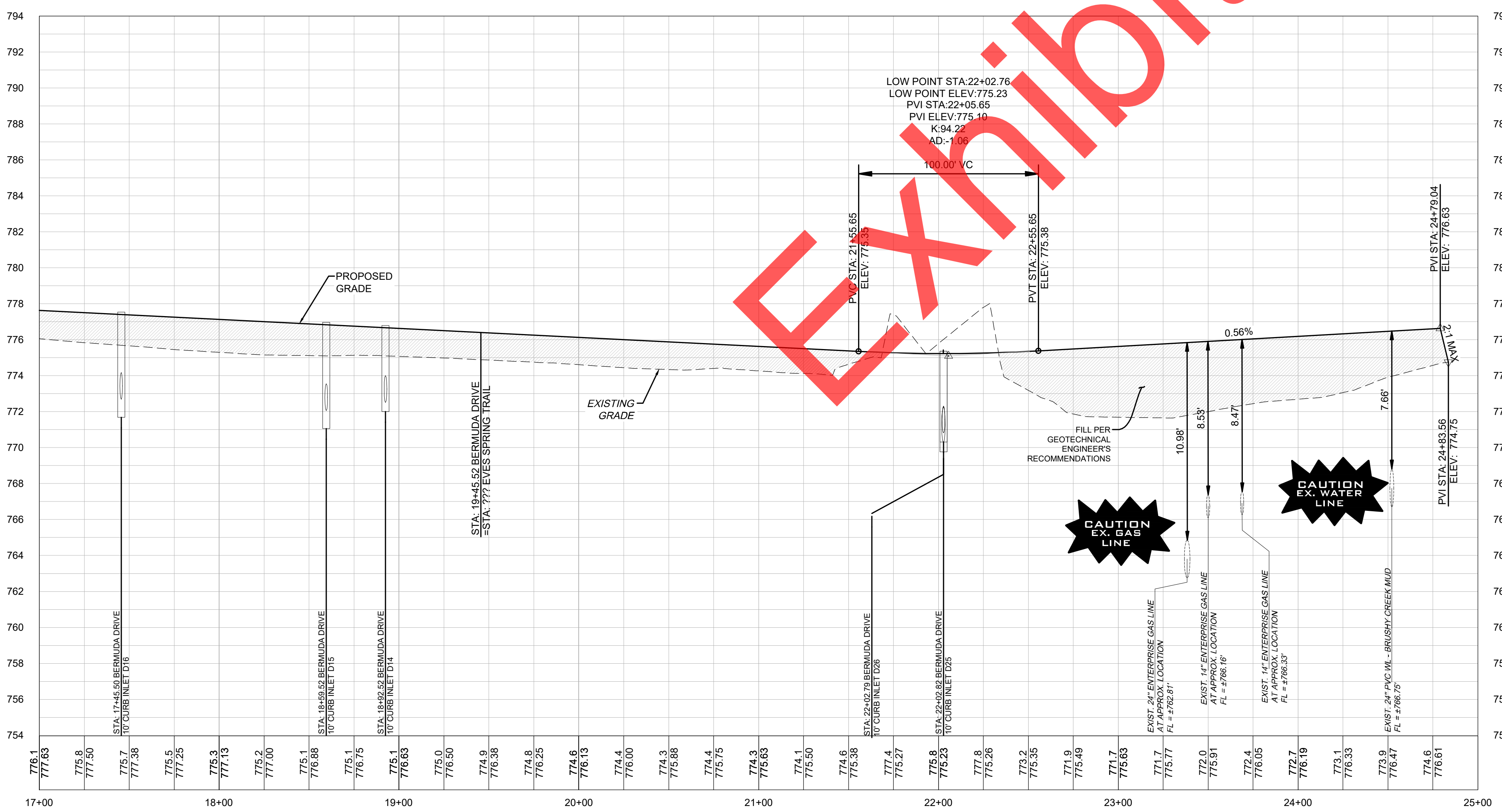
**LEGEND**

- 8.34 EXISTING MINOR CONTOUR
- 8.35 EXISTING MAJOR CONTOUR
- 8.35 PROPOSED MAJOR CONTOUR
- 8.35 PROPOSED MINOR CONTOUR
- BOUNDARY
- EASEMENT
- RETAINING WALL (BY OTHERS)
- MASONRY WALL (BY OTHERS)
- CURB/EOP
- SIDEWALK (BY DEVELOPER)
- SIDEWALK (BY BUILDER)
- ADA RAMP
- 4" SCH 40 PVC SLEEVE
- STORM SEWER JUNCTION BOX
- STORM SEWER MAHNOLE
- CURB INLET
- AREA INLET
- GRATE INLET
- YARD INLET
- CONCRETE HEADWALL
- FIRE HYDRANT
- WATER VALVE
- WASTEWATER MAHNOLE
- WASTEWATER CLEANOUT
- TREES TO REMAIN-HERITAGE

ALIGNMENT: BERMUDA DRIVE

NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
C3	58.33'	300.00'	11.14°	S89°00'56"E	20+89.05	21+47.38
L3	1090.92'			S83°26'44"E	9+98.13	20+89.05
L4	336.18'			N85°24'51"E	21+47.38	24+83.56

**BERMUDA DRIVE**  
LOCAL RESIDENTIAL - DESIGN SPEED 25 MPH



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DR 09/23/21 BY DATE

CONCRETE PAVEMENT SECTION ADDED REVISION 4

**811**  
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**LANDDEV**  
CONSULTING LLC  
8200 NORTH MOPAC EXP. SUITE 250  
AUSTIN, TX 78759  
OFFICE: 512.402.6878  
FIRM NO. 16384

**STATE OF TEXAS**  
SHERVIN NOOSHIN  
LICENSED PROFESSIONAL ENGINEER  
02/25/2021

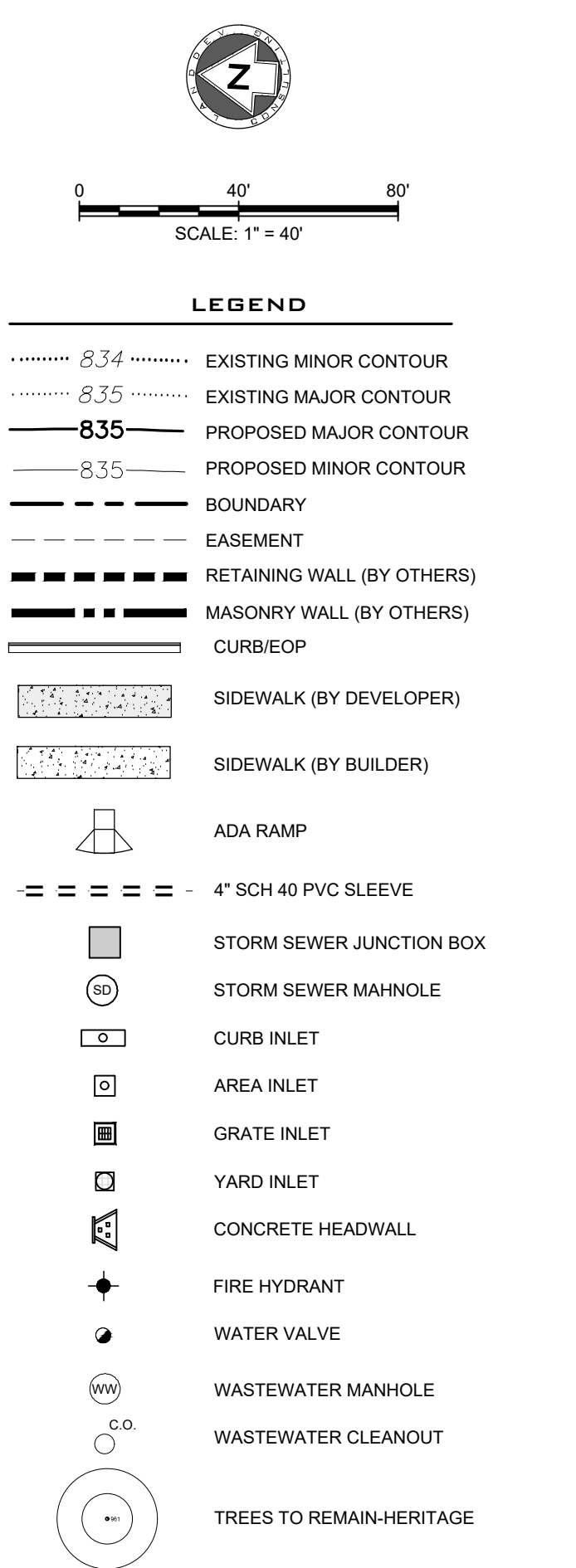
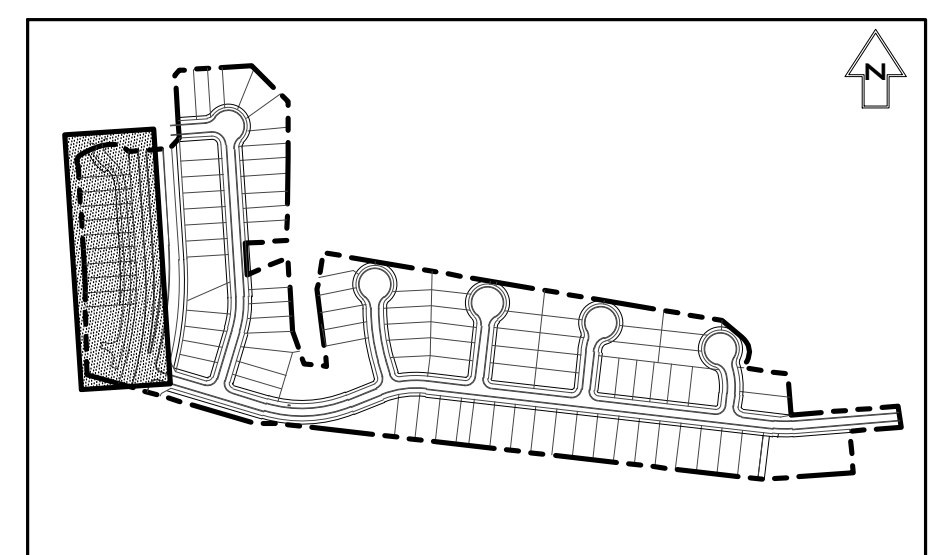
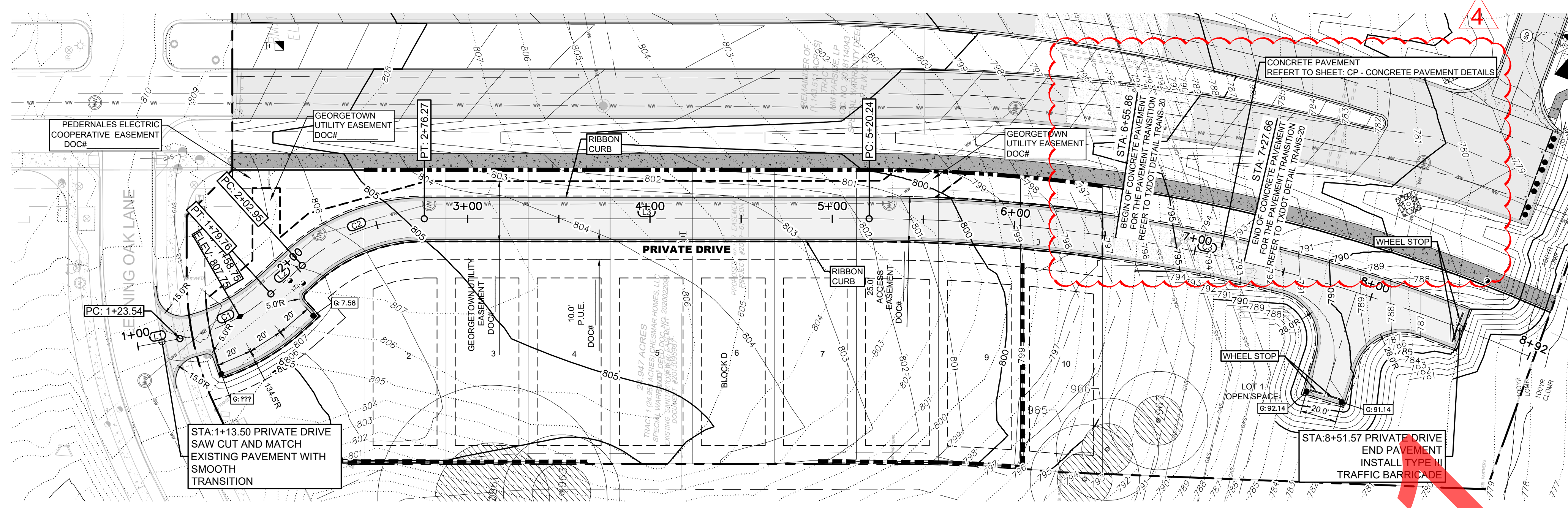
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**WATER OAK NORTH SECTION 6**  
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX  
APPROVED BY: XX

SHEET **27** OF **90**

PLS See LandDev Global.cad  
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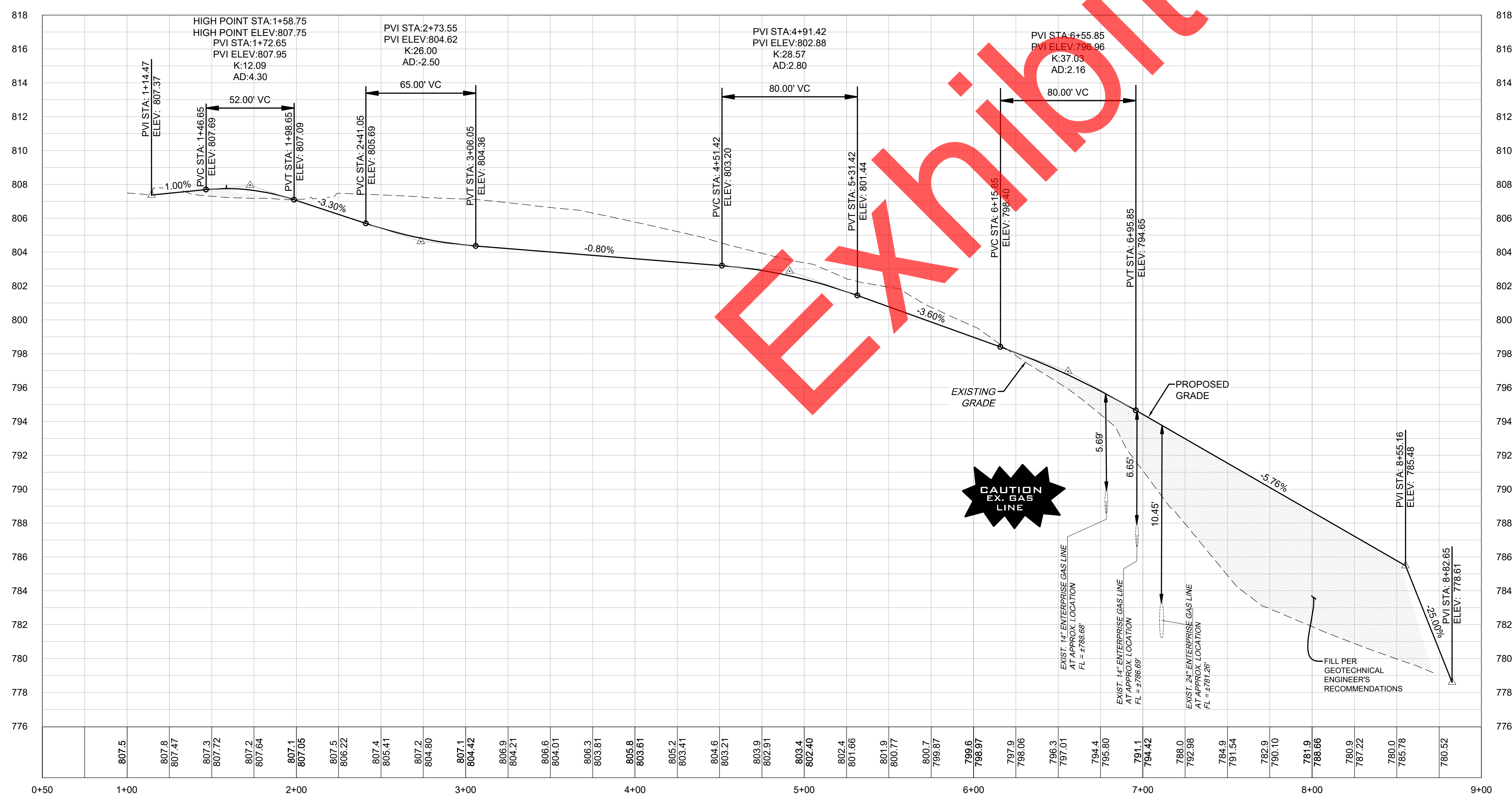




ALIGNMENT: PRIVATE DRIVE

NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
C1	56.22'	102.00'	31.58°	S29°56'12"E	1+23.54	1+79.76
C2	73.32'	100.00'	42.01°	S24°43'16"E	2+02.95	2+76.27
C3	372.08'	905.70'	23.54°	S8°03'09"W	5+20.24	8+92.32
L1	23.54'			S14°08'51"E	1+00.00	1+23.54
L2	23.19'			S45°43'33"E	1+79.76	2+02.95
L3	243.97'			S3°46'00"E	2+76.27	5+20.24

PRIVATE DRIVE



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DR 09/23/21 BY DATE

CONCRETE PAVEMENT SECTION ADDED REVISION 4

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8200 NORTH MOPAC EXP. SUITE 250  
AUSTIN, TX 78759  
OFFICE: 512.402.6878  
FIRM NO. 16384

STATE OF TEXAS  
SHERWIN NOOSHIN  
LICENSED PROFESSIONAL ENGINEER  
02/25/2021

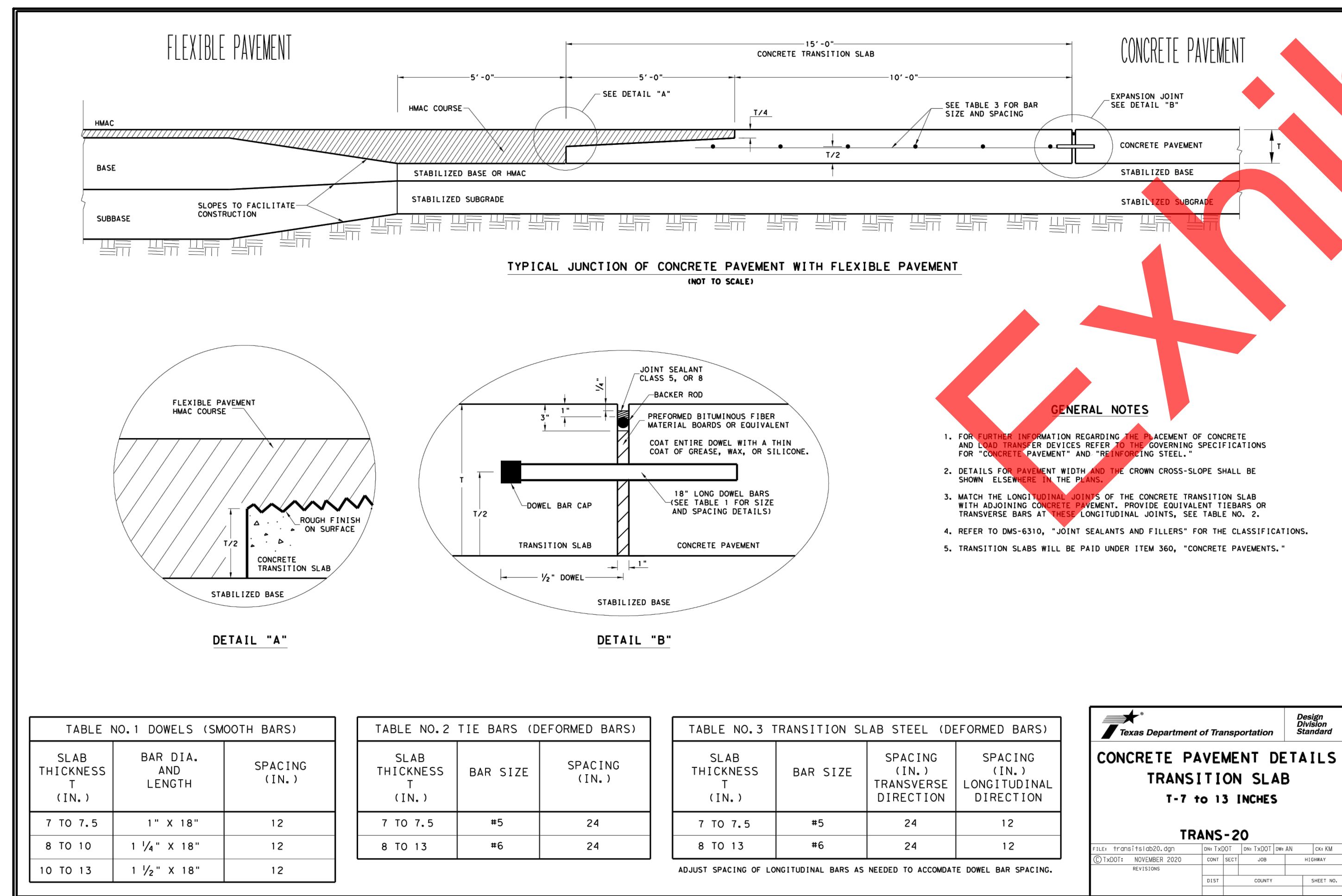
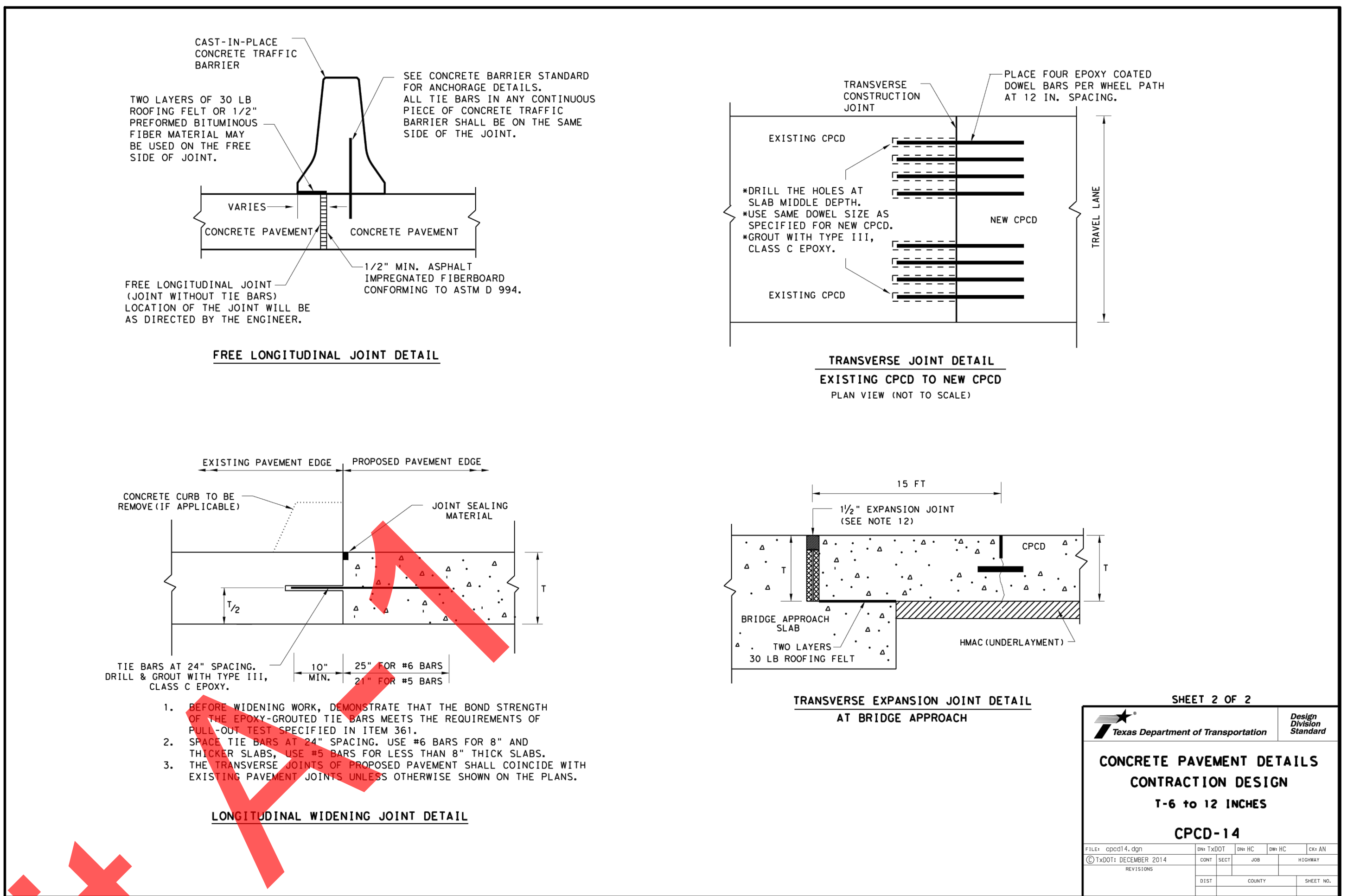
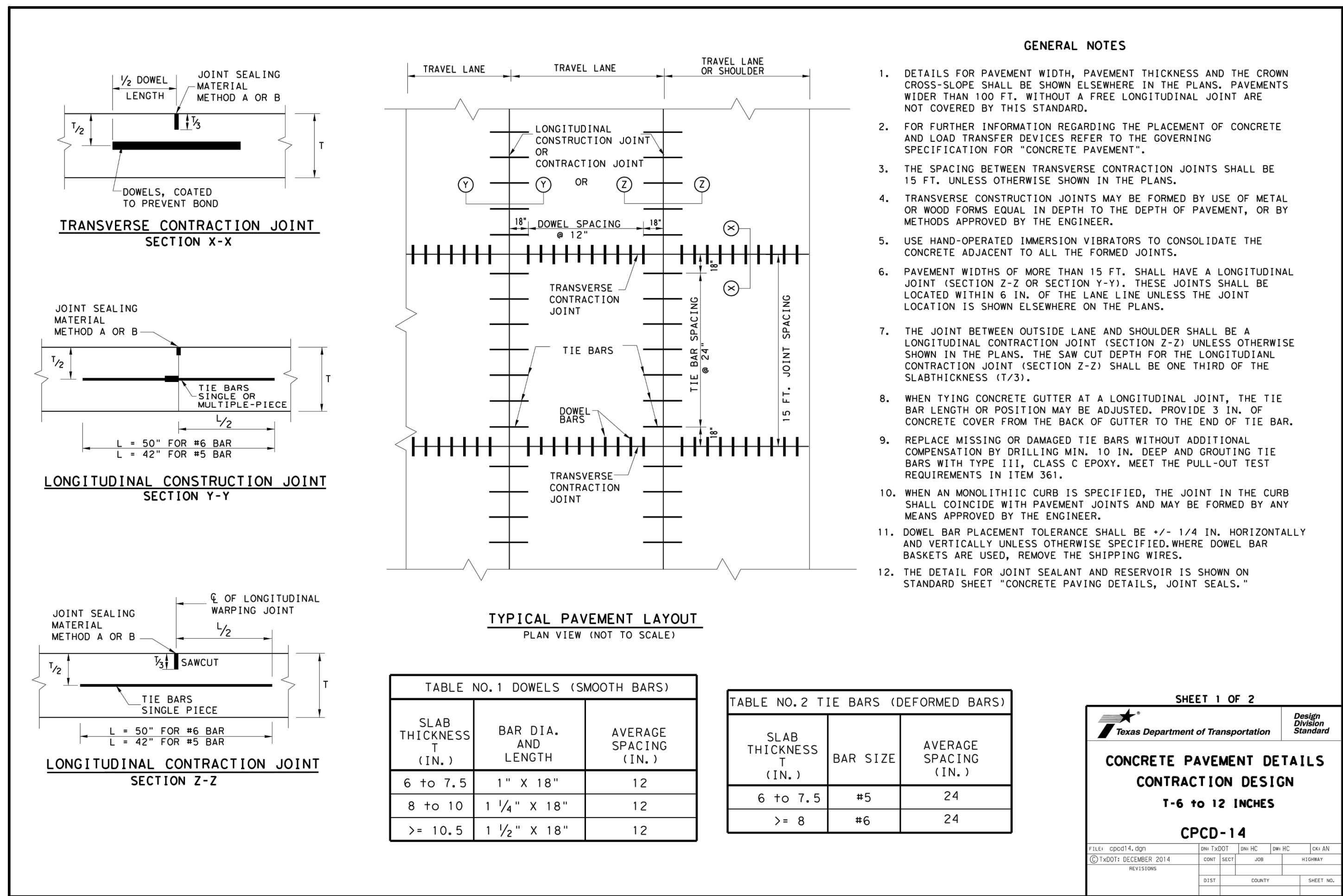
PRIVATE DRIVE A PLAN AND PROFILE  
WATER OAK NORTH SECTION 6  
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX  
APPROVED BY: XX

SHEET 32 OF 90

PLN: S:\16 LandDev\Geotac\cb  
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**MLA Geotechnical**  
"Just as in the dirt"

September 21, 2021  
Chester Hester  
1840 N. Loop West, Suite 200  
San Antonio, Texas 78248  
Attn: Mr. Bart Swider

Re: Geotechnical Investigation  
Pavement Recommendations - Addendum  
Water Oak North Section 6  
Williamson County, Texas  
Engineer's Job No.: 20101100.099

Dear Mr. Swider:

We have reviewed the test pits from the original report for this project with respect to determining concrete pavement thickness recommendations for a section of pavement that will cross a gas pipeline. It is our understanding that vibratory equipment will not be allowed on the portion of the roadway and will require concrete paving. The edges of the protection slab should be embedded in individual, firm bearing soils and open across the pipeline trench. The subgrade should be proof rolled prior to paving with a loaded dump truck. Should at any stage in the construction of the street pavements a non-stable or swelling condition of the subgrade be noted under loads, or construction equipment, such areas should be delineated and the Geotechnical Engineer consulted for remedial action before completing the pavement section. Pavement thickness sections were developed using the computerized pavement analysis software program called "Municipal Road Pavement Design System" (MRPS).

**RECOMMENDATIONS PAVEMENT THICKNESS SECTIONS**

Concrete paving shall consist of thickness as given in Table 1. The concrete should develop a minimum 28-day flexural strength of 500 psi with 4 to 6 percent entrained air. This flexural strength equates to approximately 3,200 psi compressive strength. Minimum reinforcing shall be No. 3 bars at 18" on center each way, centered in the slab. Construction, control, and

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1994 F-004 (last revised March 2000) last revision: Houston: Bayou College Station: Houston: "Just as in the dirt"

Water Oak North Section 6 - Addendum  
Engineer's Job No.: 20101100.099  
September 21, 2021  
Page 2 of 3

expansion joint details should be determined in accordance with guidelines published by the American Concrete Institute (1), the Portland Cement Association (2) or accepted local practice that has been proven to work satisfactorily in similar circumstances. Construction (see cut) joint spacing should not exceed 15 feet on center without engineering consultation. Full depth, full width location joints with bituminous filler or preformed joint filler should be installed at no more than 125 feet on center and at all right angle intersections, such as light pole bases, planters, buildings or other sections of pavement.

**TABLE 1: Recommended Rigid Pavement Section Thickness**

Street Classification	15' to 20' W.C.	20' to 25' W.C.	25' to 30' W.C.
Local Street	10.0	10.0	10.0
Minor Arterial	10.0	10.0	10.0

Notes:  
 • Abrasiveness: SRPC - Assumed, Best Quality Portland Cement Concrete  
 • Inductive drainage of the pavement system will accelerate pavement distress and result in increased maintenance costs. Adequate drainage should be provided for the pavement system. Adequate drainage consists of a curb and gutter or shoulder and full depth crown. The final pavement cross section and drainage should be reviewed by the geotechnical engineer.  
 • These pavement thickness designs are intended to transfer the load from the anticipated traffic conditions. Deep rutting and swelling or settlement of fill materials may cause long-term surface roughness.  
 • The recommendations above are intended to reduce maintenance cost and increase the serviceable life span of the pavement system.

All other recommendations as contained in our original report dated October 2020 shall apply.

MLA Geotechnical | Dallas | Fort Worth | Austin | San Antonio | Houston | Bryan/Colegio Station | Harker | "Just as in the dirt"

Water Oak North Section 6 - Addendum  
Engineer's Job No.: 20101100.099  
September 21, 2021  
Page 3 of 3

**REFERENCES**

- "ACI Construction Report 110B - Guide for Design and Construction of Concrete Parking Lots", ACI Manual of Concrete Practice - Part 2, American Concrete Institute, Farmington Hills, MI, 1996.
- Design and Construction of Joints for Concrete Streets, Portland Cement Association, Arlington Heights, Illinois, 1992.

If you have any questions or comments, please contact our office at 873-8899.

Sincerely,  
**MLA Geotechnical**  
 Geotechnical Engineering and Construction Materials Testing  
 "Just as in the dirt"  
 Timothy R. Weston, P.E.  
 President  
 Enclosure: Appendix D - MRPS

STATE OF TEXAS  
 SHERWIN NOOSHIN  
 LICENSED PROFESSIONAL ENGINEER  
 96807  
 03/16/2021

DESIGNED BY: XX  
 DRAWN BY: XX  
 CHECKED BY: XX  
 APPROVED BY: XX

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 CONSULTING LLC  
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 AUSTIN, TX 78759  
 OFFICE: 512.402.6878  
 FIRM NO.: 16384

CONCRETE PAVEMENT DETAILS  
**WATER OAK NORTH**  
 SECTION 6  
 GEORGETOWN, WILLIAMSON, TEXAS

SHEET **CP** OF **90**