

CIVIL IMPROVEMENT PLANS FOR BELL YARD ZIMMERMANN HILL NEW BRAUNFELS

(TYPE 3 DEVELOPMENT)

MORNINGSIDE DRIVE AND RON ROAD
NEW BRAUNFELS, TEXAS 78130

LEGAL DESCRIPTION:

LOT 1, BLOCK 1 BELL YARD ZIMMERMANN HILL SUBDIVISION.

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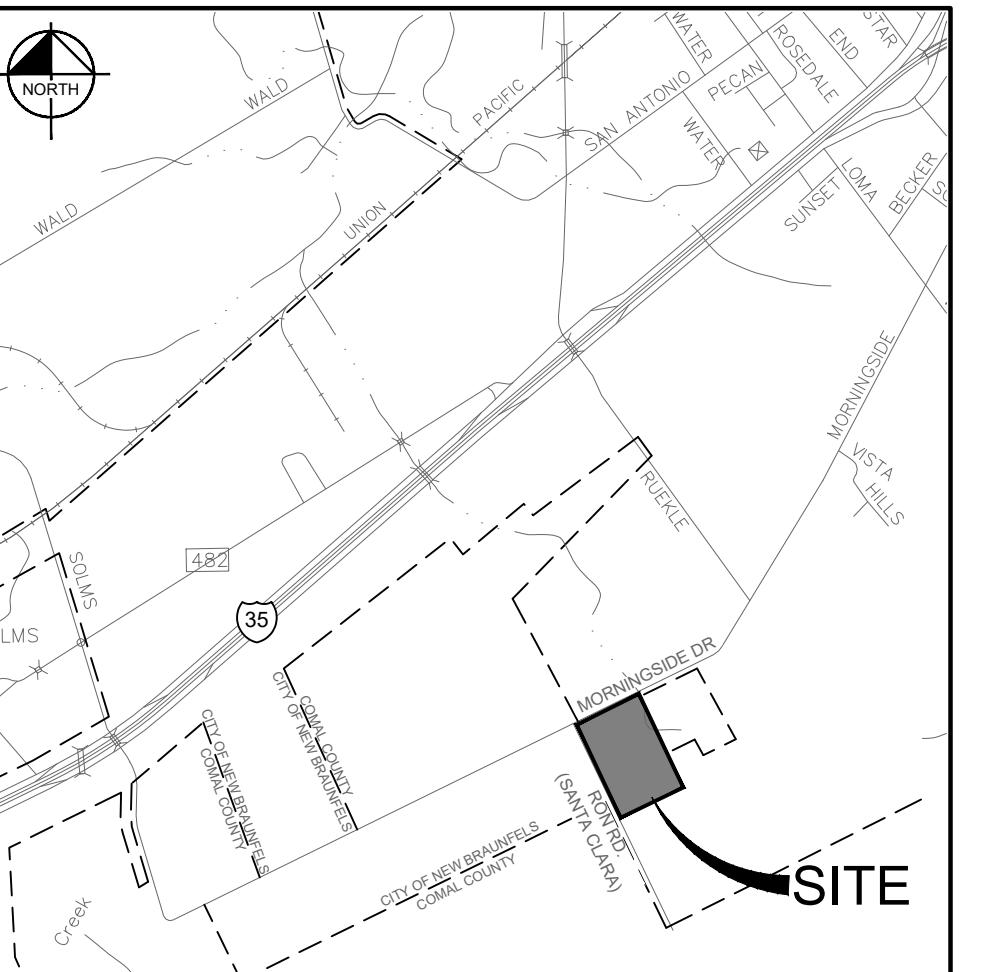
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VICINITY MAP

N.T.S.

REFERENCE PERMIT NUMBERS

PUBLIC INFRASTRUCTURE PERMIT PI 2022-0013
ON SITE PERMIT CP2022-978

PLAN REVISION LOG (POST PERMIT)

NO. DATE DESCRIPTION

1	2	3	4	5
<p>KH GENERAL NOTES</p> <p>OVERALL:</p> <p>1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE PLANS, CITY (OR TOWN) STANDARD DETAILS AND SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL NOT BE REQUIRED TO CONSIDER LOCAL OR STATE SPECIFICATIONS IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS. THE MORE RESTRICTIVE SPECIFICATION AND DETAILS SHALL BE FOLLOWED, PROVIDED THE CITY (OR TOWN) SPECIFICATIONS OR DETAILS ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.</p> <p>2. THE CONTRACTOR SHALL COMPLY WITH CITY (OR TOWN) GENERAL NOTES FOR CONSTRUCTION, IF EXISTING AND REQUIRED BY THE CITY. FOR INSTANCES WHERE THEY CONFLICT WITH THESE KH GENERAL NOTES, THEN THE MORE RESTRICTIVE SHALL APPLY.</p> <p>3. THE CONTRACTOR SHALL FURNISH ALL MATERIAL, LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONTRACTOR'S SUBMITTAL. THE CONTRACTOR SHALL NOT BE REQUIRED TO CONSIDER LOCAL OR STATE SPECIFICATIONS AND REQUIREMENTS.</p> <p>4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS AND CONSTRUCTION REQUIREMENTS.</p> <p>5. THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR, AND ARE BASED ON THE BENCHMARKS SHOWN. THE CONTRACTOR SHALL REFERENCED THE SAME BENCHMARKS.</p> <p>6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING TOPOGRAPHIC SURVEY SHOWN ON THE PLANS REPRESENTS EXISTING FEATURES PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.</p> <p>7. IF THE CONTRACTOR DOES NOT ACCEPT THE EXISTING TOPOGRAPHIC SURVEY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY AT THEIR OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO THE OWNER AND ENGINEER FOR REVIEW.</p> <p>8. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.</p> <p>9. CONTRACTOR SHALL VERIFY ELEVATIONS, AND DRAINAGE CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.</p> <p>10. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL BY THE ARCHITECT AND ENGINEER, AND NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER, AND NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL BY THE POLLUTANT DISCHARGE ELIMINATION SYSTEM (TXR 150000).</p> <p>11. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.</p> <p>12. IF THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK TO HAVE THEM LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.</p> <p>13. CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION. CONTRACTOR SHALL USE EXCAVATION CAUTIONS AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES.</p> <p>14. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL PROVIDE AVAILABLE UTILITY COMPANY MAPS AND PLANS, AND ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES SUITABLE IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY.</p> <p>15. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL PROVIDE APPROXIMATE UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ADJUSTING EXISTING MANHOLES TO MATCH THE PROPOSED GRADE, RELOCATING EXISTING POLES, AND GIW LINES THAT ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UNDERGROUND UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED.</p> <p>16. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL PROVIDE APPROXIMATE UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ADJUSTING EXISTING MANHOLES TO MATCH THE PROPOSED GRADE, RELOCATING EXISTING POLES, AND GIW LINES THAT ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED.</p> <p>17. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.</p> <p>18. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.</p> <p>19. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR THE UTILITY COMPANIES TO ENSURE THAT THE OPERATOR OF THE SWPP IS APPROVED BY THE TCEQ AND EPA (E.G. NO).</p> <p>20. BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO EXISTING UTILITY POLES. THE COST OF BRACING UTILITY POLES WILL BE BORNE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE PAY ITEM.</p> <p>21. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SETBACKS FROM POWER LINES.</p> <p>22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO COMMENCING CONSTRUCTION.</p> <p>23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS. COPIES OF ANY REQUIRED CONSTRUCTION PERMIT, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.</p> <p>24. ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR SUBMITTED IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO LESS THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE.</p> <p>25. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.</p> <p>26. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.</p> <p>27. CONTRACTOR SHALL REVIEW AND APPROVE THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION PLAN:</p> <p>28. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC...) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR.</p> <p>29. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5-FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURE, STRUCTURE, ME) FOR AREAS WITHIN 5-FEET OF THE BUILDING AND WITHIN THE BUILDING FOR CIVIL IMPROVEMENTS.</p> <p>30. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.</p> <p>31. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED TO KIMLEY-HORN AND ASSOCIATES, INC. (KH) BY THE PROJECT ARCHITECT AT THE TIME THESE PLANS WERE PREPARED. IT MAY NOT BE THE FINAL CORRECT VERSION BECAUSE THE BUILDING DESIGN WAS ONGOING. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFIRMING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE PROJECT ARCHITECT AND THE CONTRACTOR. KH SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE CONTRACTOR'S PROPERTY OR EQUIPMENT FOR FAILING TO CONFIRM THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT.</p> <p>32. ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.</p> <p>33. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TEST MATERIALS. OWNER SHALL APPROVE THE AGENCY NAMED BY THE CONTRACTOR FOR MATERIALS TESTING.</p> <p>34. ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.</p> <p>35. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.</p> <p>36. DUE TO THE NATURE OF THE PROJECT, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORTS/RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.</p> <p>37. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED, AND DATA RELATING THEREFROM SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO REPAIR.</p> <p>38. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, WIRES, VALVE COVERS, VALVE COVERS, FIRE HYDRANTS, COMMUNICATION BOXES/ESPECIALLY, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER.</p> <p>39. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, FIRE, WATER, SIGNPOSTS, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, ETC., IN A CONVENIENT, COMFORTABLE, AND BETTER AT NO COST TO THE OWNER.</p> <p>40. ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY SITE CONSTRUCTION SHALL BE REPAVED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY, GRADING, LANDSCAPING, CURVETS, AND PAVEMENT.</p> <p>41. THE CONTRACTOR SHALL SALVAGE ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC.. THAT ARE TO BE RELOCATED DURING CONSTRUCTION.</p> <p>42. CONTRACTOR SHALL MAINTAIN DRAINS AND DRAINSITE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES, CURVETS FREE OF OBSTRUCTIONS AT ALL TIMES.</p> <p>43. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPERATOR'S PERMIT IS REQUIRED FOR TRENCHES LESS THAN 5 FEET DEEP.</p> <p>44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM EXCESS EXCAVATION MATERIALS IN A MANNER THAT ADORES TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL KEEP A RECORD OF WHERE EXCESS EXCAVATION WAS DISPOSED, ALONG WITH THE RECEIVING LANDOWNER'S APPROVAL TO DO SO.</p> <p>45. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY EQUIPMENT, TOOLS AND PERSONAL PROTECTION EQUIPMENT.</p> <p>46. SIGNS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS.</p> <p>47. CONTRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER STAGING, AND STAGING OPERATIONS AND LOCATIONS.</p> <p>48. CONTRACTOR OFFICE AND STAGING AREA SHALL NOT BE PLACED IN ACCESSIBLE ROUTES.</p> <p>49. ALL SIGNAGE, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".</p> <p>50. TOP RIM LEVELS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE FLUSH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING.</p> <p>51. CONTRACTOR SHALL ADHERE TO EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.</p> <p>52. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING OFFICIAL, ENGINEERING INSPECTOR, AND FIRE MARSHALL TO LEARN OF ANY REQUIREMENTS.</p> <p>53. THE CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION, AND THEN THE IMPLEMENTATION OF THE PLAN.</p> <p>54. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEViations OR VARIANCES FROM THE PLANS.</p> <p>55. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEViations AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.</p> <p>EROSION CONTROL:</p> <p>1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE LAND DISTURBANCE.</p> <p>2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE "TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TXR 150000)".</p> <p>3. EROSION CONTROL DEVICES SHOWN IN THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.</p> <p>4. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.</p> <p>5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES (BMPs), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.</p> <p>6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP APPLIED DURING CONSTRUCTION.</p> <p>7. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.</p> <p>8. THE EROSION CONTROL DEVICES SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.</p> <p>9. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL NOTIFY THE ENGINEER.</p> <p>10. CONTRACTOR SHALL INSTALL A FULL SEGMENT OF WATER OR WASTEWATER PIPE CENTERED AT ALL UTILITY CROSSINGS SO THAT THE JOINTS ARE GREATER THAN 9-FEET FROM THE CROSSING.</p> <p>11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMPs TO CONTROL EROSION AND SEDIMENTATION AND THE ESTABLISHMENT OF PERMANENT GROUND COVER ON DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO ACCOMPLISH BMPs FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.</p> <p>12. ALL EROSION CONTROL DEVICES SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY. PREVENTIVE MEASURES SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR ENCLOSING THE AREA WITH AN APPROPRIATE BARRIER.</p> <p>13. CONTRACTORS SHALL INSPECT ALL EROSION CONTROL DEVICES, BMPs, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ANY RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN THE SWPP. THE INSPECTOR SHALL RECORD THE DATE AND TIME OF THE EROSION CONTROL AND THE EROSION CONTROL PLAN.</p> <p>14. CONTRACTOR AND CONTRACTOR SHALL ESTABLISH CONSTRUCTION ENTRANCE AT THE PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT ALL TIMES FOR ALL INGRESS/EGRESS.</p> <p>15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DIRT INTO NEARBY ROADWAYS. ALL SEDIMENT AND DEBRIS FROM THE SITE THAT IS DEPOSITED ONTO AN OFF-SITE ROADWAY SHALL BE REMOVED IMMEDIATELY.</p> <p>16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE A RESULT OF THE CONSTRUCTION, AS REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE OFF-SITE ROADWAYS.</p> <p>17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA.</p> <p>18. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.</p> <p>19. CONTRACTOR SHALL VERIFY ELEVATIONS, AND DRAINAGE CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.</p> <p>20. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER, AND NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL BY THE POLLUTANT DISCHARGE ELIMINATION SYSTEM (TXR 150000).</p> <p>21. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.</p> <p>22. THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK TO HAVE THEM LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.</p> <p>23. THE CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION. CONTRACTOR SHALL USE EXCAVATION CAUTIONS AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES.</p> <p>24. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL PROVIDE AVAILABLE UTILITY COMPANY MAPS AND PLANS, AND ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES SUITABLE IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY.</p> <p>25. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL PROVIDE APPROXIMATE UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ADJUSTING EXISTING MANHOLES TO MATCH THE PROPOSED GRADE, RELOCATING EXISTING POLES, AND GIW LINES THAT ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED.</p> <p>26. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.</p> <p>27. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.</p> <p>28. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR THE UTILITY COMPANIES TO ENSURE THAT THE OPERATOR OF THE SWPP IS APPROVED BY THE TCEQ AND EPA (E.G. NO).</p> <p>29. BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO EXISTING UTILITY POLES. THE COST OF BRACING UTILITY POLES WILL BE BORNE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE PAY ITEM.</p> <p>30. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SETBACKS FROM POWER LINES.</p> <p>31. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO COMMENCING CONSTRUCTION.</p> <p>32. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS. COPIES OF ANY REQUIRED CONSTRUCTION PERMIT, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.</p> <p>33. ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR SUBMITTED IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO LESS THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE.</p> <p>34. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.</p> <p>35. CONTRACTOR SHALL REVIEW AND APPROVE THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION PLAN:</p> <p>36. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC...) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR.</p> <p>37. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5-FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURE, STRUCTURE, ME) FOR AREAS WITHIN 5-FEET OF THE BUILDING AND WITHIN THE BUILDING FOR CIVIL IMPROVEMENTS.</p> <p>38. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.</p> <p>39. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED TO KIMLEY-HORN AND ASSOCIATES, INC. (KH) BY THE PROJECT ARCHITECT AT THE TIME THESE PLANS WERE PREPARED. IT MAY NOT BE THE FINAL CORRECT VERSION BECAUSE THE BUILDING DESIGN WAS ONGOING. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFIRMING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE PROJECT ARCHITECT AND THE CONTRACTOR. KH SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE CONTRACTOR'S PROPERTY OR EQUIPMENT FOR FAILING TO CONFIRM THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT.</p> <p>40. ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.</p> <p>41. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TEST MATERIALS. OWNER SHALL APPROVE THE AGENCY NAMED BY THE CONTRACTOR FOR MATERIALS TESTING.</p> <p>42. ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.</p> <p>43. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.</p> <p>44. DUE TO THE NATURE OF THE PROJECT, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORTS/RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.</p> <p>45. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED, AND DATA RELATING THEREFROM SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO REPAIR.</p> <p>46. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, WIRES, VALVE COVERS, VALVE COVERS, FIRE HYDRANTS, COMMUNICATION BOXES/ESPECIALLY, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER.</p> <p>47. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, FIRE, WATER, SIGNPOSTS, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, ETC., IN A CONVENIENT, COMFORTABLE, AND BETTER AT NO COST TO THE OWNER.</p> <p>48. ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY SITE CONSTRUCTION SHALL BE REPAVED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY, GRADING, LANDSCAPING, CURVETS, AND PAVEMENT.</p> <p>49. THE CONTRACTOR SHALL SALVAGE ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC.. THAT ARE TO BE RELOCATED DURING CONSTRUCTION.</p> <p>50. CONTRACTOR SHALL MAINTAIN DRAINS AND DRAINSITE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES, CURVETS FREE OF OBSTRUCTIONS AT ALL TIMES.</p> <p>51. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR</p>				

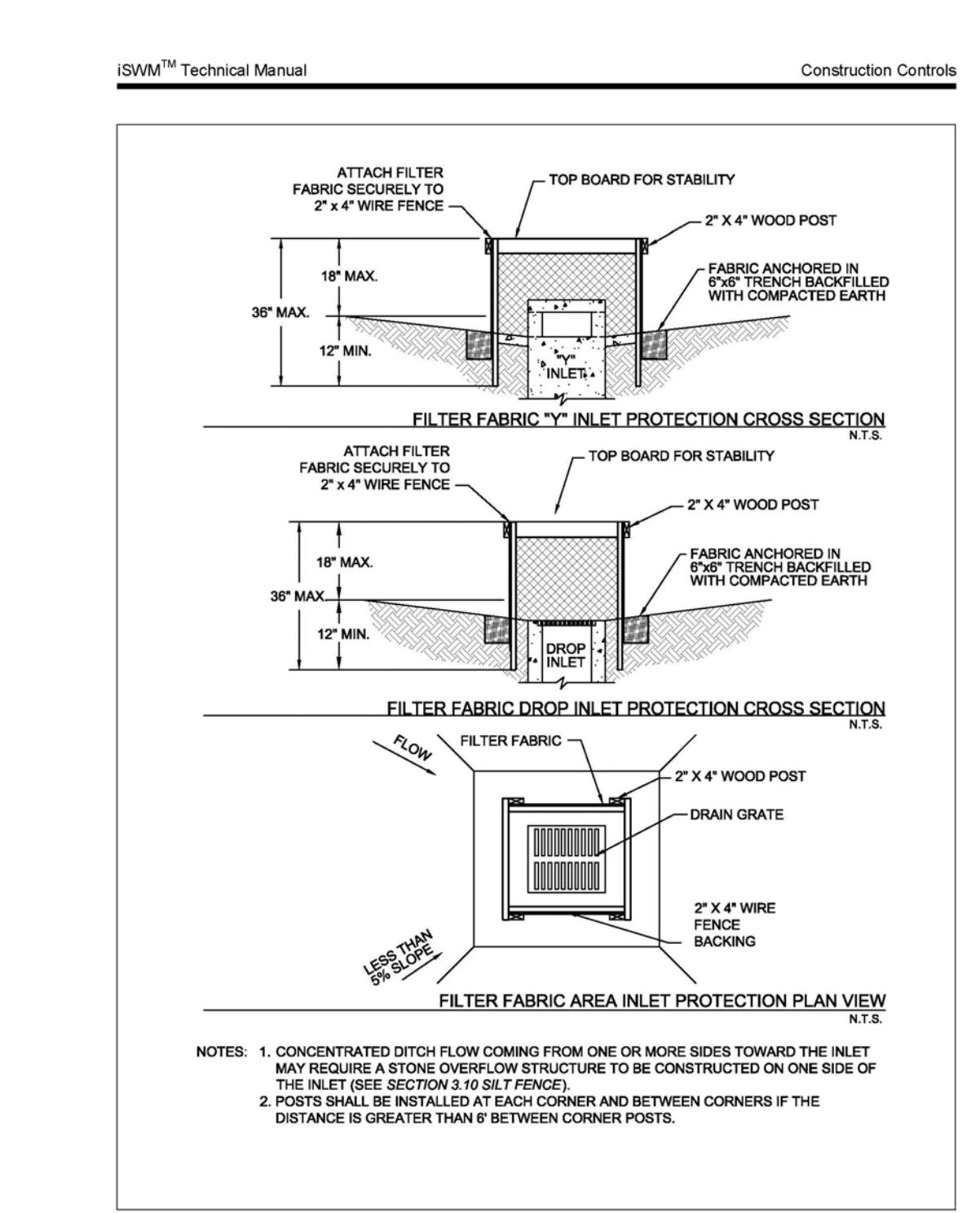
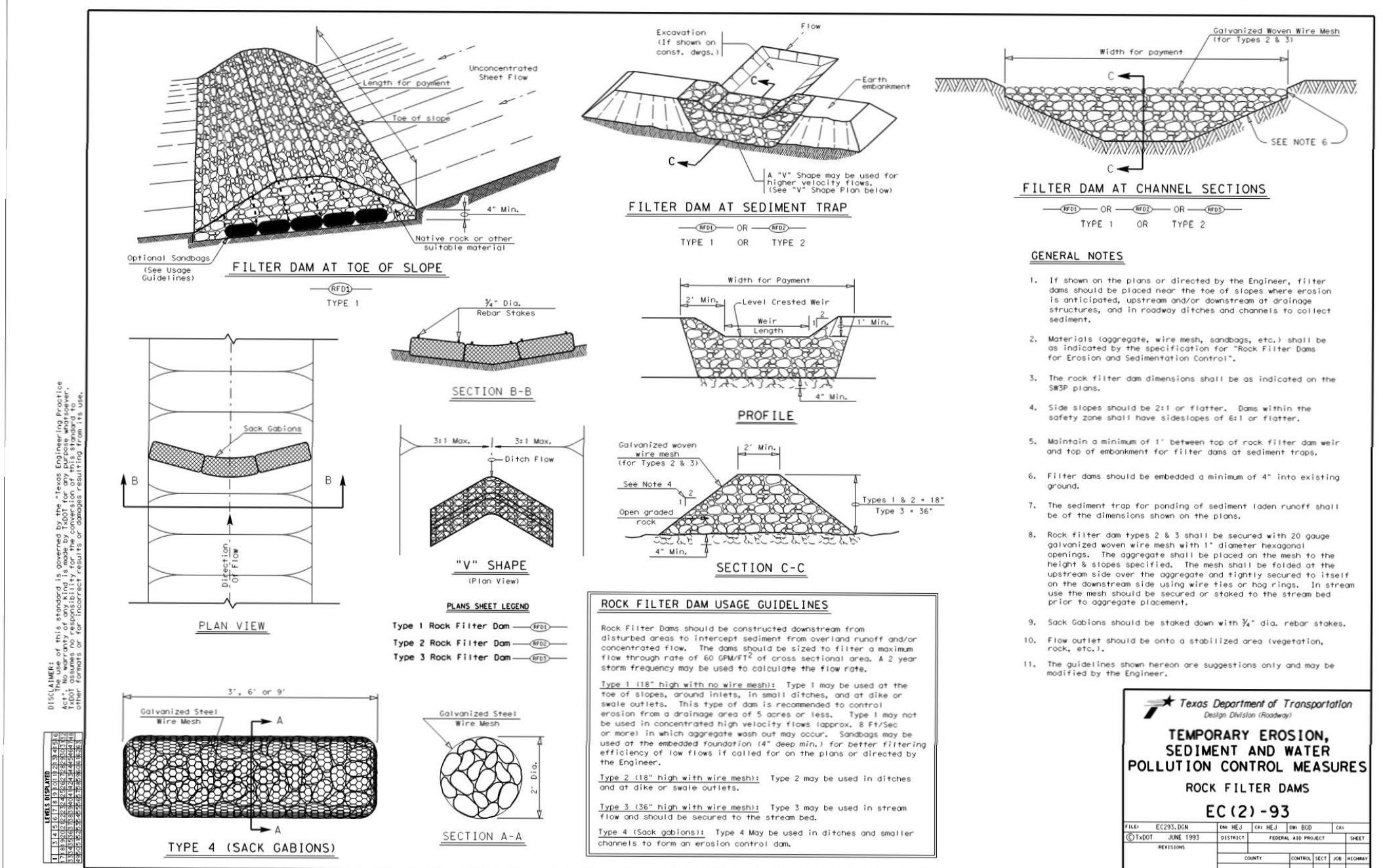
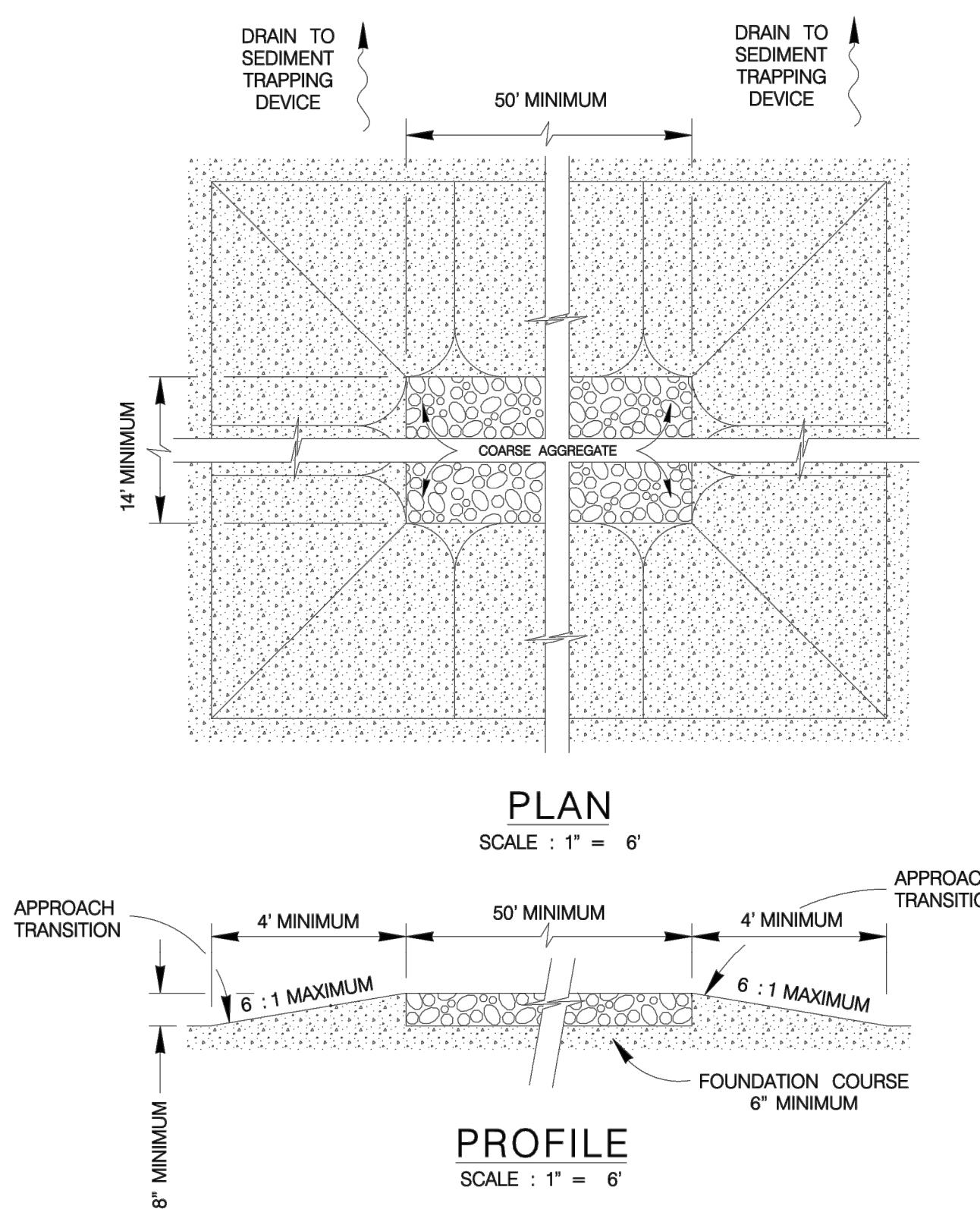
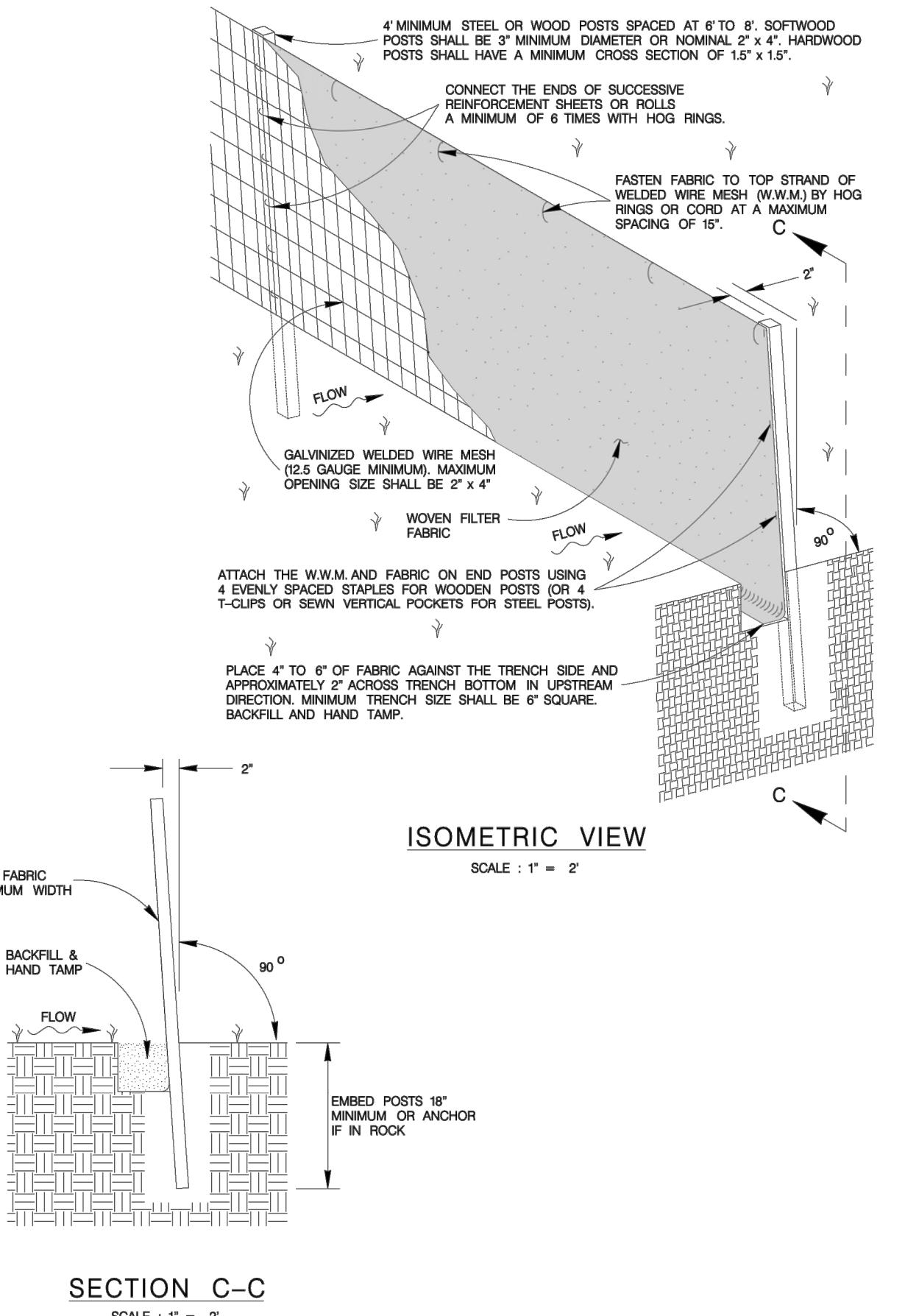
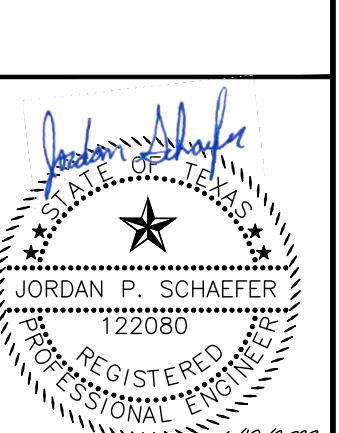
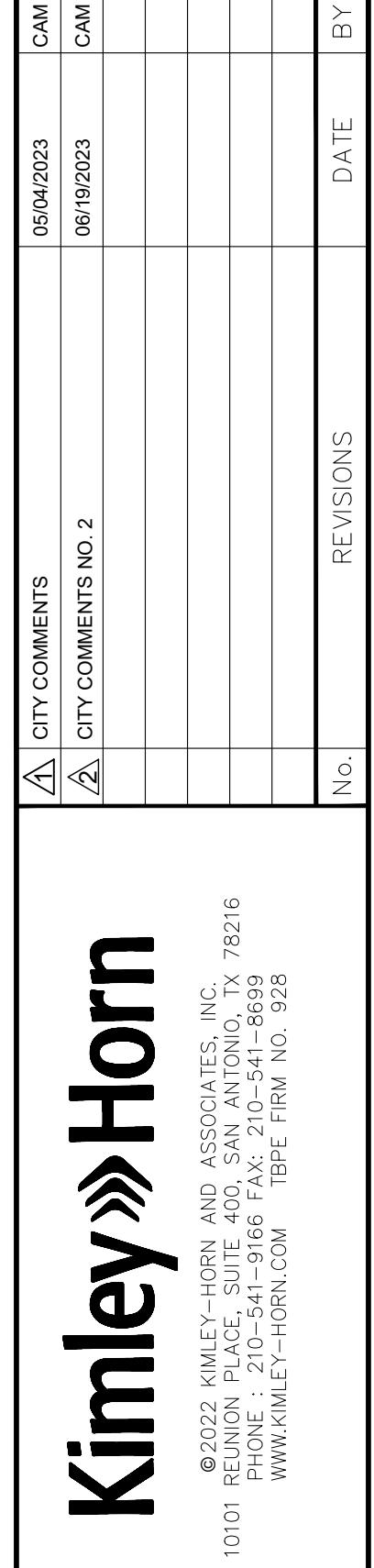
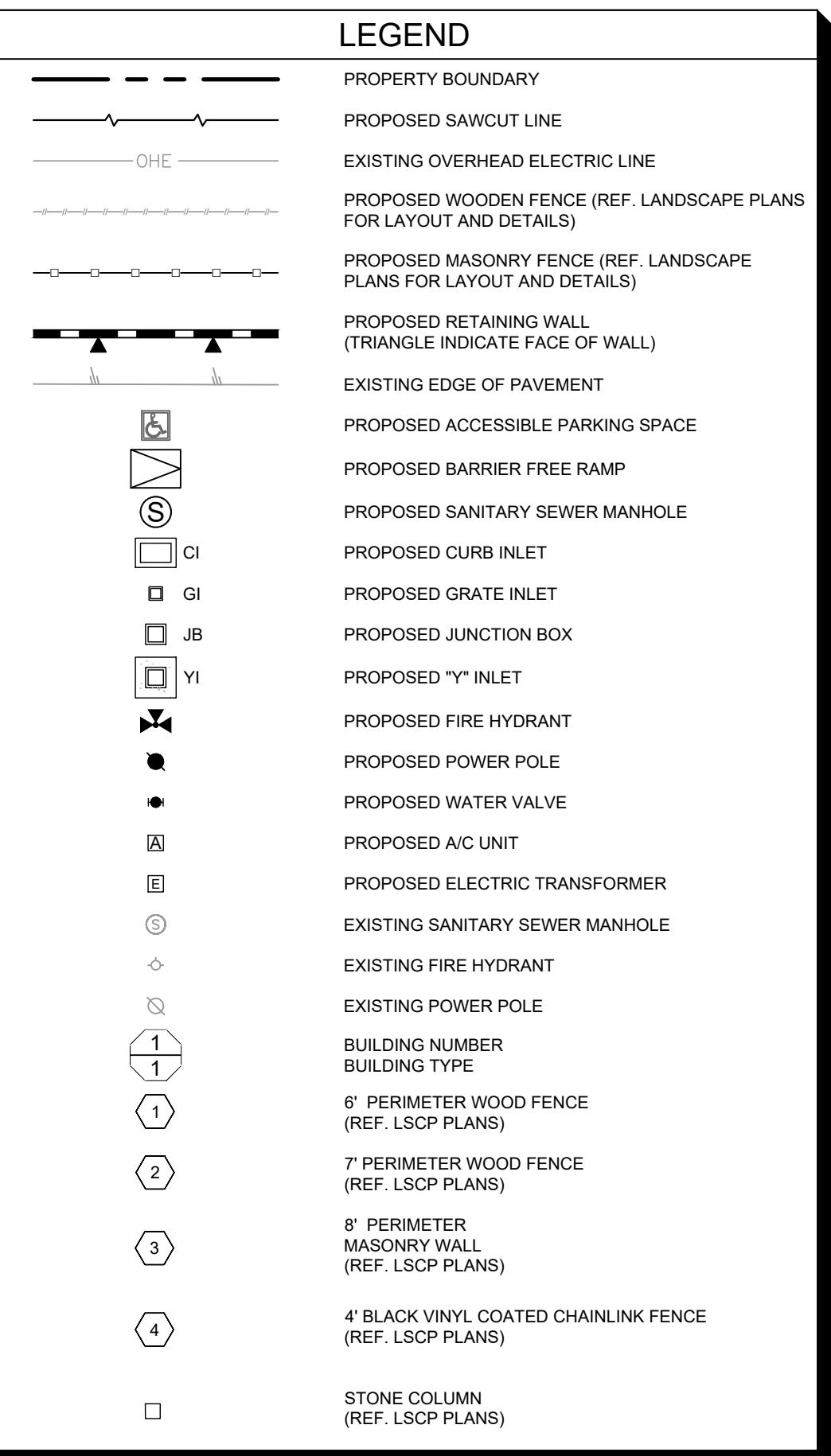


Figure 3.10 Schematics of Filter Fabric Area Inlet Protection
(Source: City of Plano BMP SP-4)



CC-92
Inlet Protection
Revised 04/10



NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL CONSTRUCTION DRAWINGS FOR EXACT BUILDING DIMENSIONS. REFER TO LANDSCAPE ARCHITECTS PLANS FOR DIMENSIONS AND DETAIL OF HARDSCAPE.
3. BUILDING, MECHANICAL EQUIPMENT AND SIGNS ARE SHOWN HEREIN FOR REFERENCE ONLY. REFER TO CONSTRUCTION PLANS OF THOSE ITEMS FOR LOCATIONS AND DIMENSIONS.
4. ALL CONSTRUCTION SPECIFICATIONS WITHIN CITY RIGHT-OF-WAY AND EASEMENTS SHALL COMPLY WITH CITY OF NEW BRAUNFELS STANDARDS. PRIOR APPROVAL TO USE ANY NON-STANDARD MATERIAL IS REQUIRED.
5. SIDEWALK LAYOUT FROM DRIVEWAY TO FRONT DOOR IS SCHEMATIC IN NATURE. CONTRACTOR TO PROVIDE PER OWNER DIRECTION.

ZONING	CASE #SUP21-316 SPECIAL USE PERMIT TO ALLOW MULTIFAMILY RESIDENTIAL USE IN THE "A'DD" AGRICULTURAL/PRE-DEVELOPMENT DISTRICT
ADDRESS	TBD
LEGAL DESCRIPTION	
LOT AREA	LOT 1, BLOCK 1, BELL YARD ZIMMERMANN HILL SUBDIVISION
TOTAL	17.650 ACRES
R.O.W. DEDICATION	0.25 ACRES
NET BUILDABLE AREA	17.79 ACRES
DWELLING UNITS	2 BEDROOM: 32 UNITS 3 BEDROOM: 64 UNITS TOTAL: 96 UNITS
DENSITY (PER BUILDABLE ACREAGE)	5.5 UNITS/ACRE
PARKING DATA	2 PER 2 BEDROOM UNIT (2x3=6) 2.5 PER 3 BEDROOM UNIT (2.5x6=15) TOTAL REQUIRED: 224 SPACES
REQUIRED PARKING SPACES	2 PER 2 BEDROOM UNIT (2x3=6) 2.5 PER 3 BEDROOM UNIT (2.5x6=15) TOTAL PROVIDED: 327 SPACES
PARKING SPACES PROVIDED:	2 PER 2 BEDROOM UNIT (2x3=6) 2.5 PER 3 BEDROOM UNIT (2.5x6=15) TOTAL PROVIDED: 327 SPACES

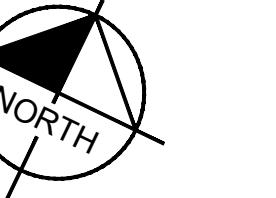
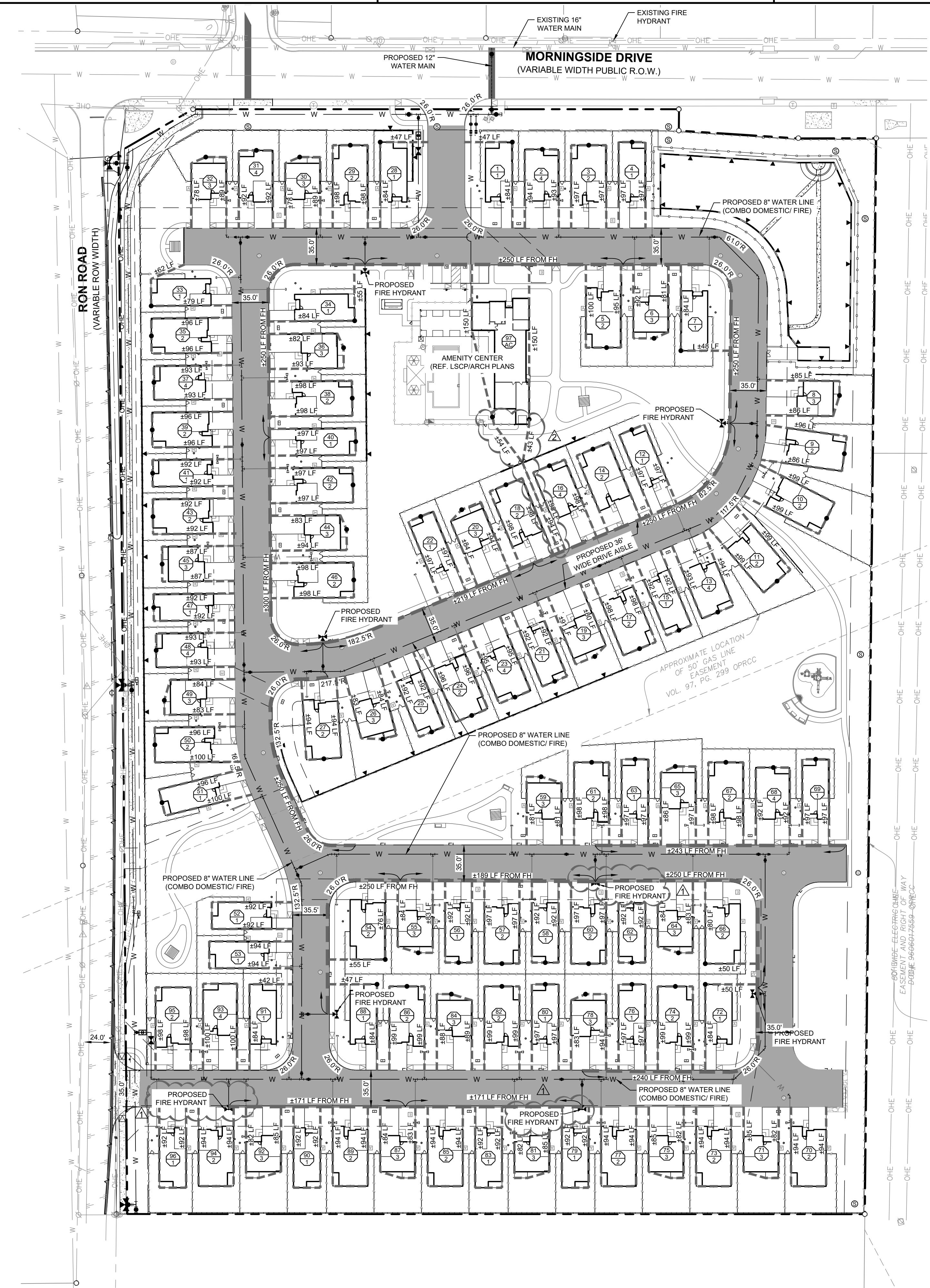
BENCHMARK LIST	
BM #101: 5/8 INCH IRON ROD SET ACROSS RON ROAD FROM THE HOMESTEAD TRACT.	ELEV.=752.383'
BM #102: 5/8 INCH IRON ROD SET IN FRONTAGE NEAR NORTHERNMOST CORNER OF THE SUBJECT TRACT.	ELEV.=710.662'
BM #103: MAG NAIL SET IN PAVEMENT ACROSS RON ROAD FROM THE NORHTWEST CORNER OF THE SUBJECT TRACT.	ELEV.=719.007'

1	2	3	4	5
DATE: 06/19/2023	DATE: 06/19/2023	DATE: 06/19/2023	DATE: 06/19/2023	DATE: 06/19/2023
REVISIONS: No.	REVISIONS: No.	REVISIONS: No.	REVISIONS: No.	REVISIONS: No.
Kimley»Horn  <p>© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION LANE, SUITE 400, SAN ANTONIO, TX 78216 WWW.KIMLEY-HORN.COM</p>				
SITE DATA TABLE ZONING ADDRESS LEGAL DESCRIPTION LOT AREA DWELLING UNITS PARKING DATA PARKING SPACES PROVIDED:				
PREPARED FOR BELL YARD ZIMMERMANN HILL ASPEN HEIGHTS PARTNERS TEXAS CITY OF NEW BRAUNFELS SHEET NUMBER C2.0				

CAUTIONÈE

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

The image features a large, stylized '811' logo on the left, with a smaller '1' below it. To the right of the logo is the text 'Know what's below.' on the first line and 'Call before you dig.' on the second line, both in a bold, black, sans-serif font. A registered trademark symbol (®) is positioned between the '811' logo and the text.



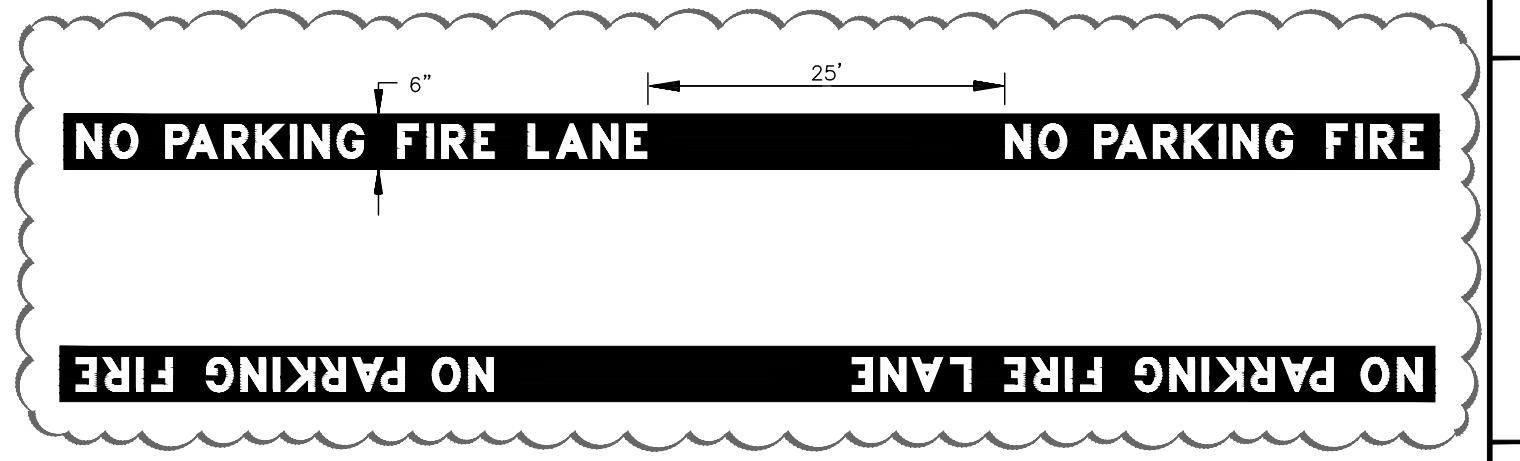
GRAPHIC SCALE IN FEET
30 60 120

LEGEND

PROPERTY LINE
RE LANE
EXISTING FIRE TRUCK HOSE LAY TO HYDRANT
EXISTING HOSE LAY (PULLING BY HAND)
EXISTING FIRE HYDRANT
PROPOSED FIRE HYDRANT
RE LANE (CONTRACTOR TO ONLY STRIPE ONE SIDE
OF FIRE LANE)

NOTES

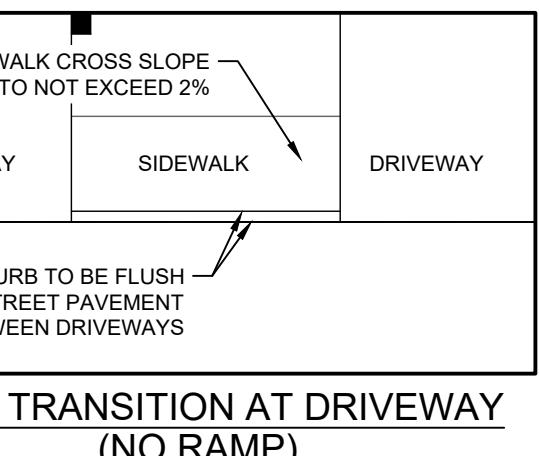
1. THIS PLAN COMPLIES WITH THE 2018 INTERNATIONAL FIRE CODE (IFC) AND CITY OF NEW BRAUNFELS MUNICIPAL CODE OF ORDINANCES.



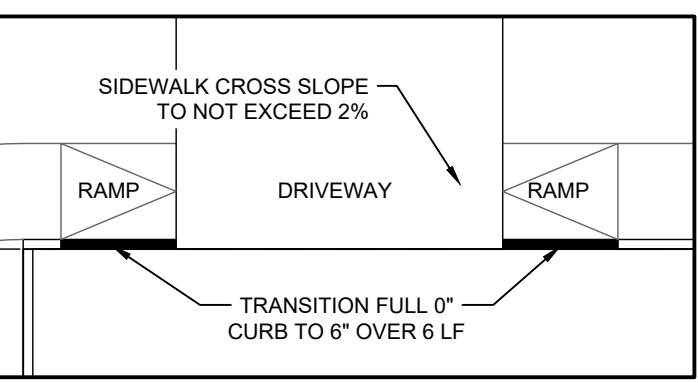
FIRE LANE STRIPING SHALL BE 6" RED STRIPES WITH 4" INCH WHITE LETTERS READING "NO PARKING FIRE LANE". STRIPING SHALL BE PLACED FROM THE TOP OF THE SEAM OF THE CURB TO A POINT EVEN WITH THE DRIVING SURFACE OR AS SPECIFIED BY LOCAL REQUIREMENTS.

FIRE LANE DETAIL

NTS



CURB TRANSITION AT DRIVEWAY
(NO RAMP)
N.T.S.



CURB TRANSITION AT DRIVEWAY
(WITH RAMP)
N.T.S.

WARNING!!
HIGH PRESSURE PIPELINE
EXCAVATION AND/OR CONSTRUCTION
PROHIBITED WITHOUT PRIOR
WRITTEN PERMISSION FROM
ENTERPRISE TEXAS PIPELINE LLC

APPROXIMATE LOCATION OF
50' GAS LINE EASEMENT
VOL. 97, PG. 299 OPRCC

MATCHLINE SHEET C3.0

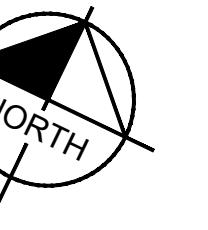
PLAYGROUND
(REF. LSCP PLANS)

BENCHES
(REF. LSCP PLANS)

REF. LSCP PLANS

BENCH
(REF. LSCP PLANS)

REF. LSCP PLANS



GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND	
①	PROPOSED 6" CONCRETE CURB (REF. DETAIL, THIS SHEET)
②	4" PAINTED STRIPE (TYP.)
③	4" PAINTED STRIPING, 2' O.C. @ 45°
④	FIRE LANE STRIPING (REF. DETAIL, SHEET C2.2)
⑤	ACCESSIBLE PARKING SYMBOL (REF. DETAIL SHEET C6.0)
⑥	ACCESSIBLE PARKING SIGN (REF. DETAIL SHEET C6.0)
⑦	CONSTRUCT ON-SITE CONCRETE SIDEWALK (REF. DETAIL SHEET C6.0)
⑧	CONSTRUCT ON-SITE BARRIER FREE RAMP (REF. DETAIL SHEET C6.0)
⑨	CONSTRUCT PUBLIC BARRIER FREE RAMP (REF. DETAIL SHEET C6.0)
⑩	INSTALL STOP BAR AND STOP SIGN (REF. SHEET C6.0)
⑪	TRANSITION FROM CONCRETE TO ASPHALT PAVEMENT AT ROW LINE (REF. CITY DRIVEWAY DETAIL, SHEET C6.1)
	PROPOSED ASPHALT PAVEMENT (REF. DETAIL, SHEET C6.0)
	PROPOSED CONCRETE PAVEMENT (REF. DETAIL, SHEET C6.0)
	PROPOSED ON-SITE CONCRETE SIDEWALK (REF. DETAIL, SHEET C6.0)

△ CITY COMMENTS

No.

REVISIONS

BY

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05/04/2023

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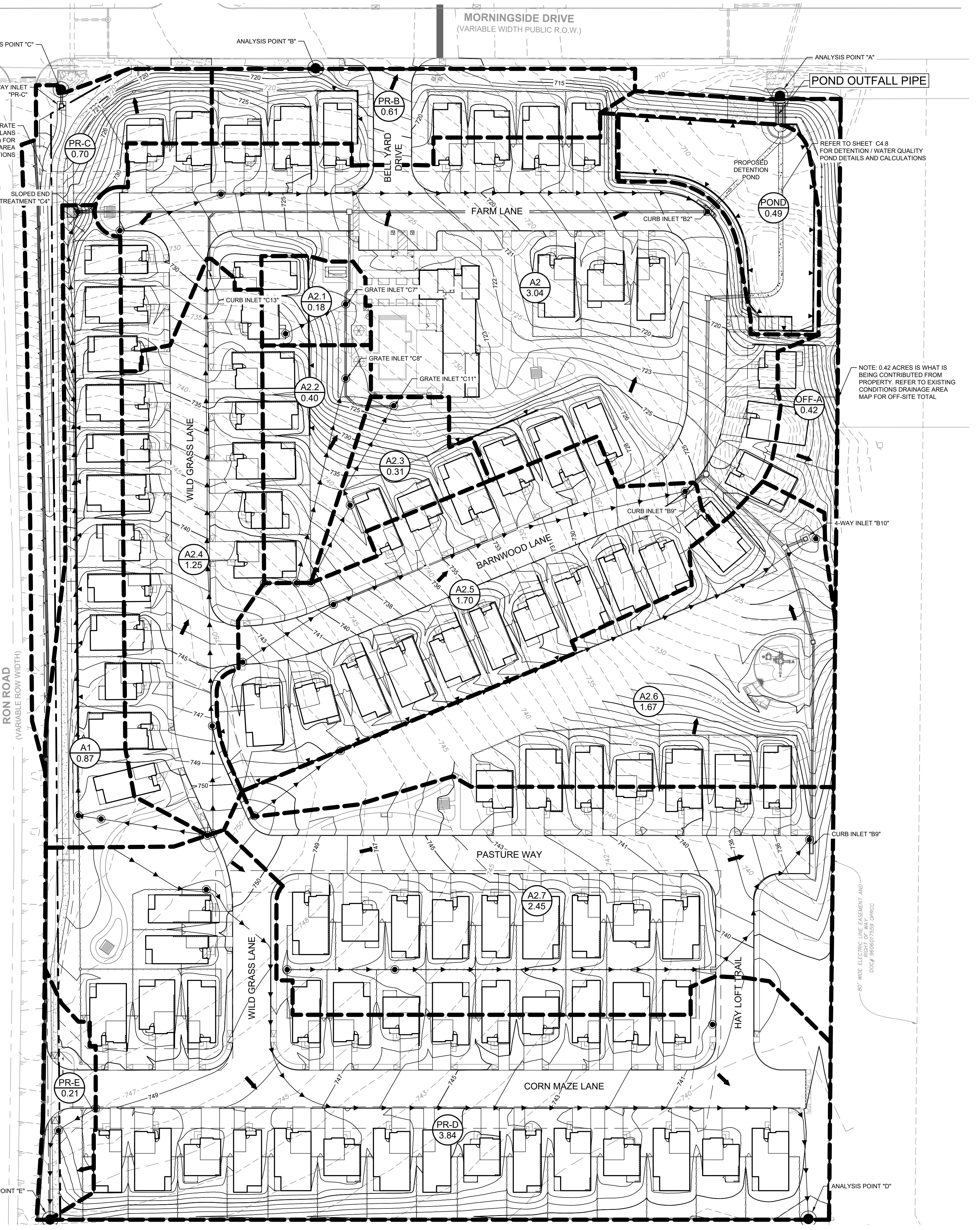
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Basin	SCS INPUTS						Collection Point		
	Area (ac)	CN	Tc (min)	Q-2 (cfs)	Q-10 (cfs)	Q-25 (cfs)	Q-50 (cfs)	Q-100 (cfs)	
PR-B	0.61	86.8	10.0	1.55	2.96	4.03	4.99	6.08	Morningside Dr. Pavement (Analysis Point "B")
PR-C	0.70	86.7	12.4	1.78	3.40	4.63	5.72	6.97	Morningside Dr. Culvert (Analysis Point "C")
PR-D	3.84	89.4	14.6	9.44	17.60	23.78	29.28	35.57	Southern Adjacent Property
PR-E	0.21	87.7	10.0	0.55	1.03	1.40	1.73	2.10	Ron Road ROW

BASIN	A (ac)	PEAK FLOW SUMMARY								
		IMPERVIOUS COVER (ac)	%	Tc (min)	Q-2 (cfs)	Q-5 (cfs)	Q-10 (cfs)	Q-25 (cfs)	Q-50 (cfs)	Q-100 (cfs)
A1	0.87	0.31	36%	21.3	1.43	1.93	2.40	3.14	3.77	4.55
A2.1	0.18	0.05	28%	10.0	0.38	0.52	0.65	0.86	1.04	1.25
A2.2	0.40	0.15	38%	10.0	0.94	1.28	1.59	2.08	2.51	3.02
A2.3	0.31	0.05	16%	10.0	0.57	0.79	0.99	1.32	1.60	1.95
A2.4	1.25	0.88	70%	10.0	3.91	5.25	6.45	8.33	9.95	11.86
A2.5	1.70	0.88	52%	10.0	4.57	6.17	7.63	9.92	11.90	14.26
A2.6	2.45	1.49	61%	10.0	7.11	9.57	11.79	15.27	18.29	21.85
A2.7	1.67	0.19	11%	12.5	2.66	3.64	4.62	6.14	7.47	9.11

BELL YARD ZIMMERMANN HILL
INLET DRAINAGE AREA MAP
(PROPOSED CONDITIONS)

PREPARED FOR
ASPEN HEIGHTS PARTNERS
CITY OF NEW BRAUNFELS
TEXAS

SHEET NUMBER
C4.1

DATE	05/04/2023
DESIGNED BY	MJG
DRAWN BY	ABC
CHECKED BY	JPS
SCALE AS SHOWN	5'0"
PROJECT	KHA PROJECT 069241811
REVISIONS	1
BY	Kimley-Horn
Comments	© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION LANE, SUITE 400, SAN ANTONIO, TX 78216 WEBSITE: WWW.KIMLEY-HORN.COM

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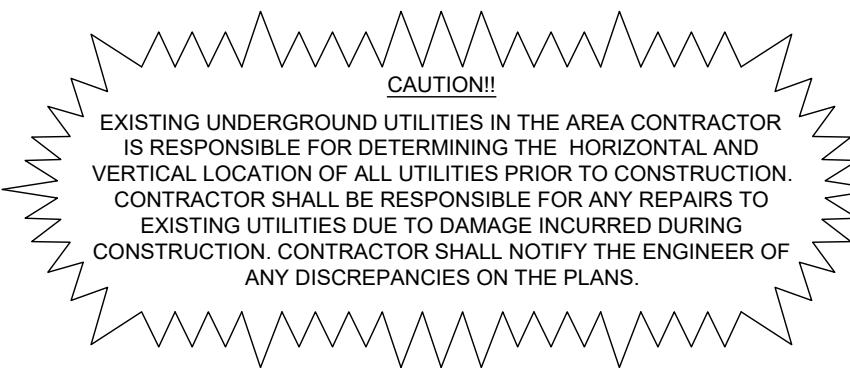
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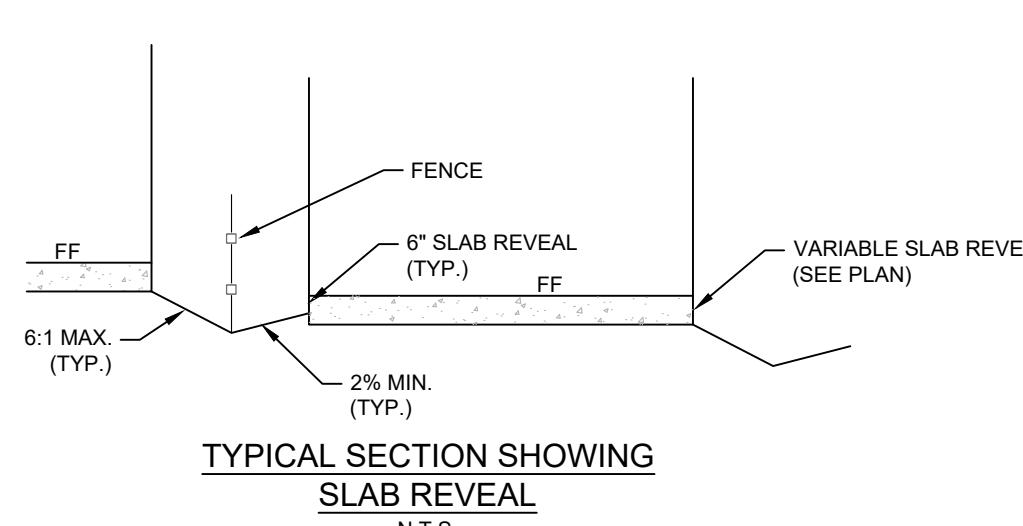
PEAK FLOW CALCULATIONS																																			
Basin	AREA "A"		RUNOFF COEFFICIENT "C"							TIME OF CONCENTRATION CALCULATIONS							RAINFALL INTENSITY "I"					UNITS FACTOR													
	A	IMPERVIOUS	0.75	0.8	0.83	0.88	0.92	0.97	SHEET FLOW			UNPAVED S.C.F.		PAVED S.C.F.		CHANNEL FLOW		I-2	I-5	I-10	I-25	I-50	Q-100												
		PERVIOUS	0.29	0.32	0.35	0.39	0.42	0.46	L	S	Tt	L	S	Tt	L	V	Tt	Tc	I-2	I-5	I-10	I-25	I-50	Q-100											
	(ac)	(ac)	I.C. %	C-2	C-5	C-10	C-25	C-50	C-100	(ft)	(ft/ft)	(min)	(ft)	(ft/ft)	(min)	(ft)	(ft/ft)	(min)	(min)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
A1	0.87	0.31	36%	0.45	0.49	0.52	0.56	0.60	0.64	100	0.13	0.014	9.0	21	0.010	0.2	-	-	685	0.94	12.1	21.3	3.58	4.48	5.26	6.34	7.18	8.08							
A2.1	0.18	0.05	28%	0.42	0.45	0.48	0.53	0.56	0.60	100	0.13	0.015	3.5	-	-	-	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	0.38	0.52	0.65	0.86	1.04	1.25			
A2.2	0.40	0.15	38%	0.46	0.50	0.53	0.57	0.61	0.65	30	0.13	0.010	3.9	194	0.096	0.6	-	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	0.94	1.28	1.59	2.08	2.51	3.02		
A2.3	0.31	0.05	16%	0.36	0.40	0.43	0.47	0.50	0.54	30	0.13	0.010	3.9	104	0.150	0.3	-	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	0.57	0.79	0.99	1.32	1.60	1.95		
A2.4	1.25	0.88	70%	0.61	0.66	0.69	0.73	0.77	0.82	100	0.02	0.045	1.0	-	-	423	0.040	1.7	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	3.91	5.25	6.45	8.33	9.95	11.86	
A2.5	1.70	0.88	52%	0.53	0.57	0.60	0.64	0.68	0.72	100	0.02	0.049	1.0	-	-	345	0.040	1.4	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	4.57	6.17	7.63	9.92	11.90	14.26	
A2.6	2.45	1.49	61%	0.57	0.61	0.64	0.69	0.72	0.77	100	0.13	0.039	5.9	468	0.055	2.1	-	-	-	10.0	5.05	6.33	7.44	8.99	10.23	11.49	1.008	7.11	9.57	11.79	15.27	18.29	21.85		
A2.7	1.67	0.19	11%	0.34	0.37	0.40	0.45	0.48	0.52	100	0.13	0.011	9.7	300	0.020	2.2	160	0.043	0.6	-	-	12.5	4.61	5.77	6.78	8.18	9.30	10.45	1.008	2.66	3.64	4.62	6.14	7.47	9.11

CURB INLET CALCULATIONS																													
INLET NAME	CONTRIBUTING BASIN	DESIGN STORM: 25-YEAR			CHECK STORM: 100-YEAR			INLET LOCATION	DOWNSTREAM		ROADWAY DATA		# OF INLETS	TOTAL FLOW TO EACH INLET			LENGTH REQUIRED FOR FULL CAPTURE			INLET PERFORMANCE									
		BASIN	CARRY-OVER	TOTAL	BASIN	CARRY-OVER	TOTAL		INLET	INTER-SECTION	S	Sx	n	25	100	ON-GRADE WEIR	ORIFICE	ON-GRADE WEIR	ORIFICE	25-YEAR LENGTH CHOSEN	25-YEAR QCAPTURE	QBYPASS	E	100-YEAR QCAPTURE	QBYPASS	E			
		(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)		(ft)	(ft)	(ft/ft)	(ft/ft)		(cfs)	(cfs)	(ft)	(ft)	(ft)	(ft)	(ft)	(cfs)	(cfs)	%	(cfs)	(cfs)	%			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
B2	A2	18.74	8.78	27.52	26.83	14.62	41.45	Sag	-	-	0.020	0.020	0.016	1	27.52	41.45	-	15.0	14.1	-	22.5	21.2	20	27.52	-	100%	40.64	0.81	98%
C13	A2.4	8.33	-	8.33	11.86	-	11.86	On-Grade	B2	-	0.010	0.024	0.016	1	8.33	11.86	24.0	-	-	29.1	-	-	10	5.17	3.16	62%	6.31	5.55	53%
B9	A2.5	9.92	-	9.92	14.26	-	14.26	On-Grade	B2	-	0.032	0.021	0.016	1	9.92	14.26	37.0	-	-	45.1	-	-	10	4.30	5.62	43%	5.19	9.07	36%

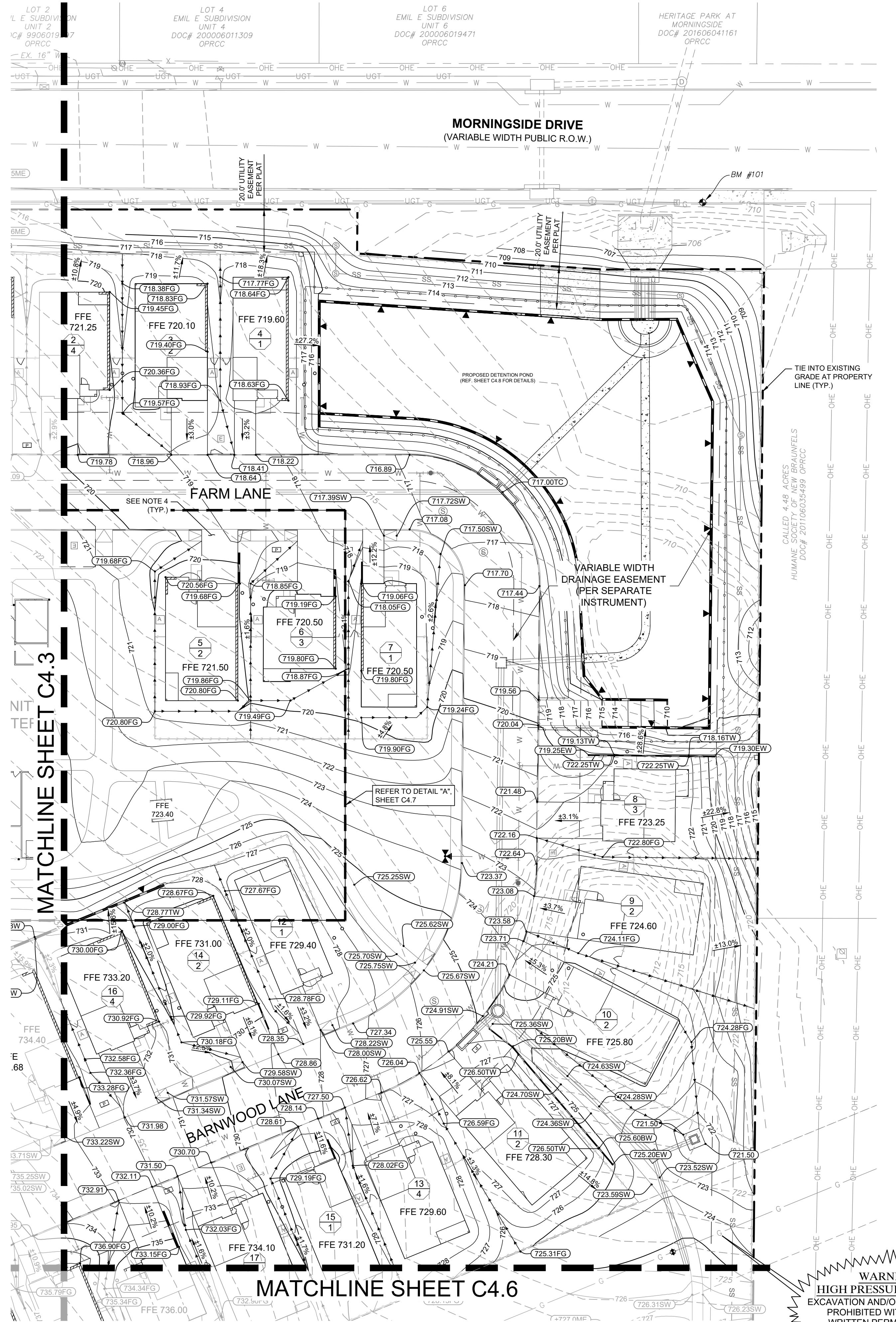
STREET CAPACITY CALCULATIONS																			
ANALYSIS POINT	CONTRIBUTING BASIN	STREET																	



Know what's below.
Call before you dig.

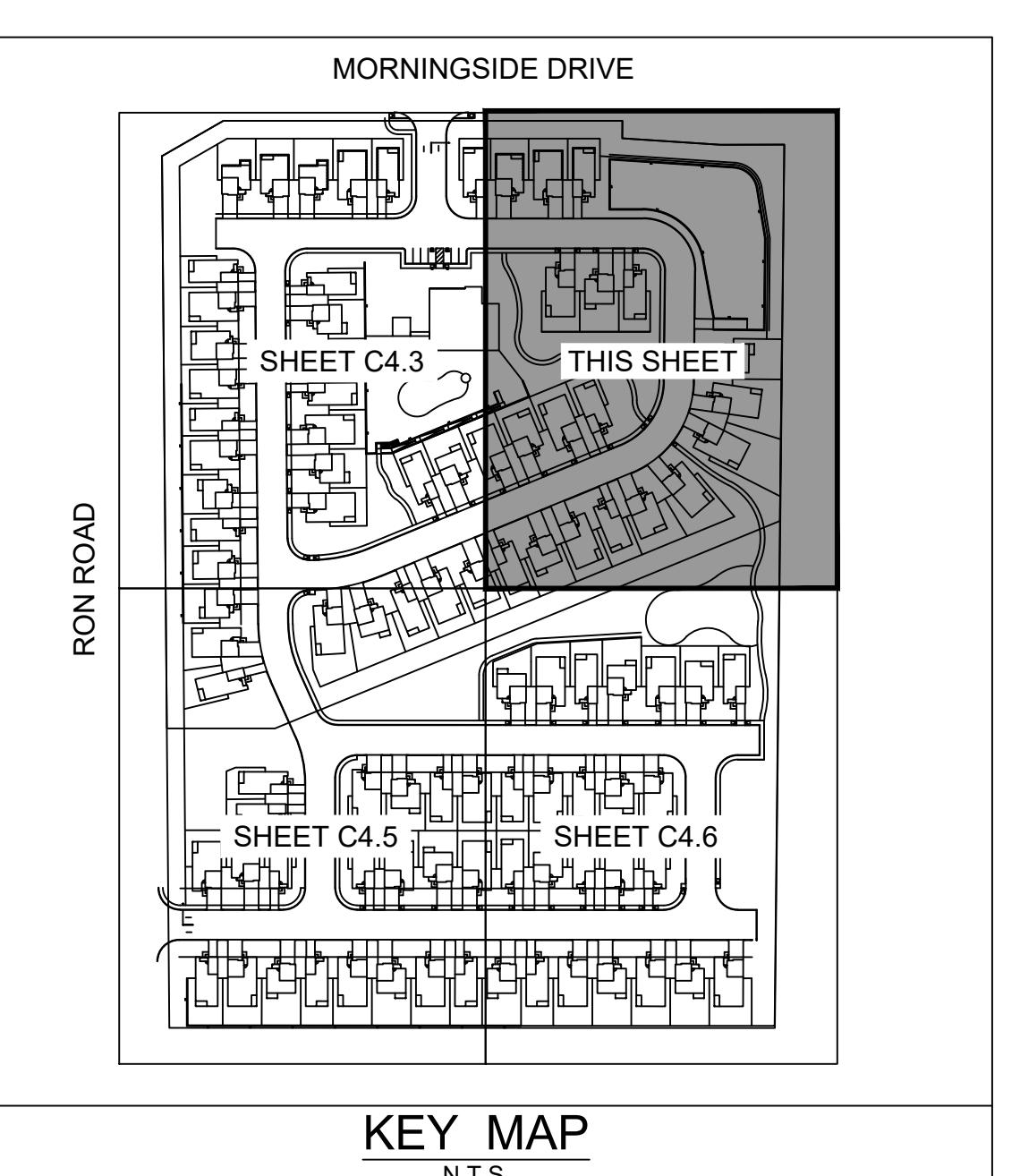


MATCHLINE SHEET C4.3



MATCHLINE SHEET C4.6

WARNING!!
HIGH PRESSURE PIPELINE
EXCAVATION AND/OR CONSTRUCTION
PROHIBITED WITHOUT PRIOR
WRITTEN PERMISSION FROM
ENTERPRISE TEXAS PIPELINE LLC



BENCHMARK LIST	
BM #101: 8/8 INCH IRON ROD SET ACROSS RON ROAD FROM THE HOMESTEAD TRACT.	CAM
ELEV.=752.383'	DATE 05/04/2023
BM #102: MAG NAIL SET IN PAVEMENT ACROSS RON ROAD FROM THE NORHWEST CORNER OF THE SUBJECT TRACT.	BY
ELEV.=719.007'	REVISIONS

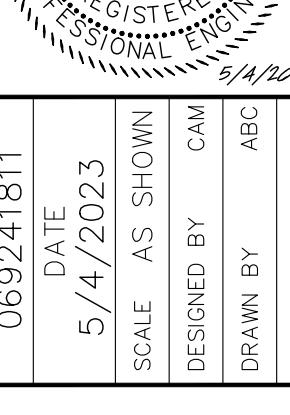
BELL YARD
ZIMMERMANN HILL
PREPARED FOR
ASPEN HEIGHTS PARTNERS
TEXAS
CITY OF NEW BRAUNFELS
SHEET NUMBER C4.4

Kimley»Horn

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10101 REUNION, SUITE 200, SAN ANTONIO, TX 78216
TELEPHONE: 210.476.7666 FAX: 210.476.8928
WEBSITE: WWW.KIMLEY-HORN.COM



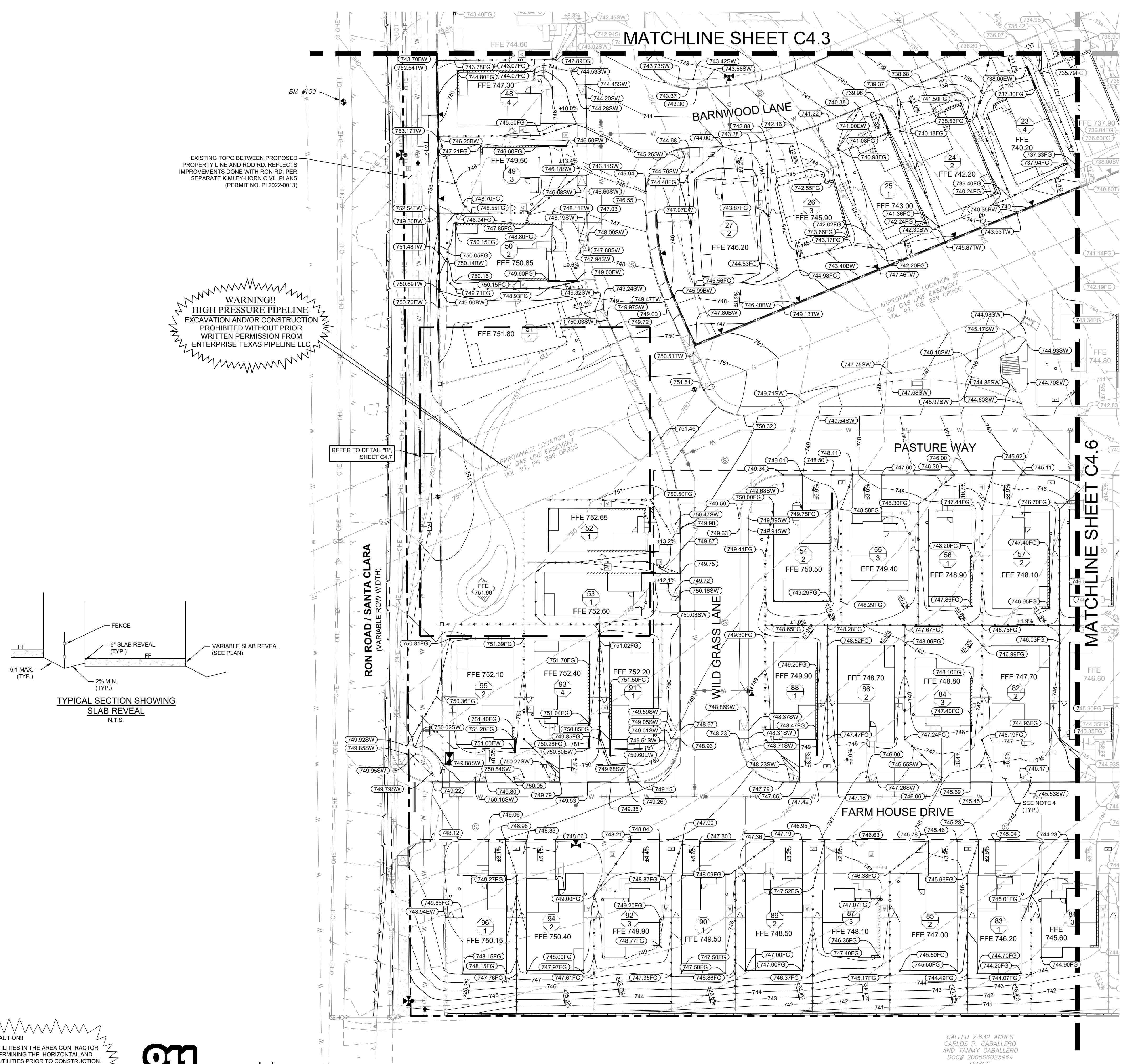
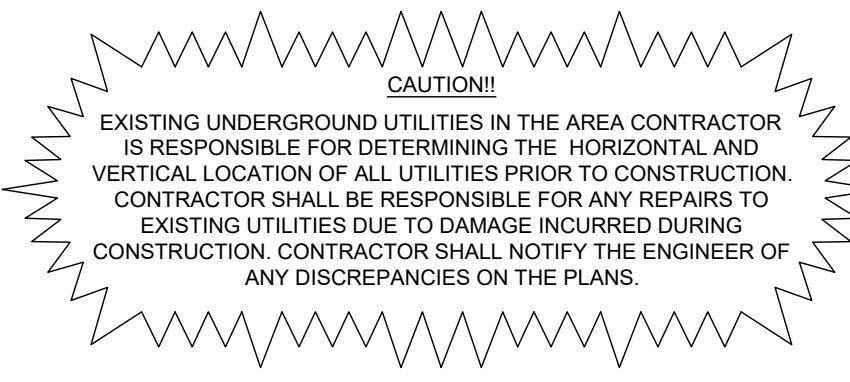
JORDAN P. SCHAEFER
REGISTERED ENGINEER
5/4/2023

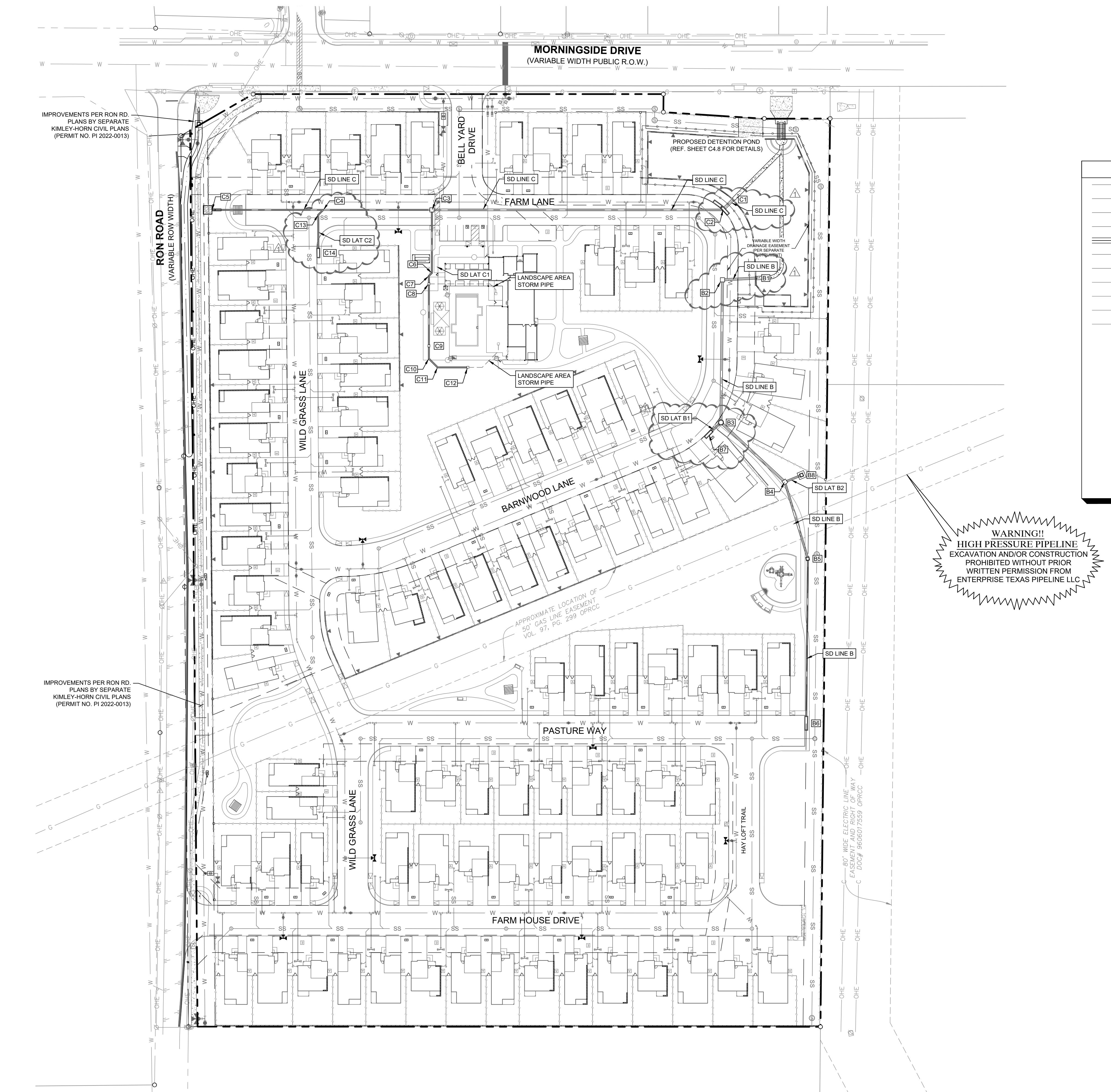
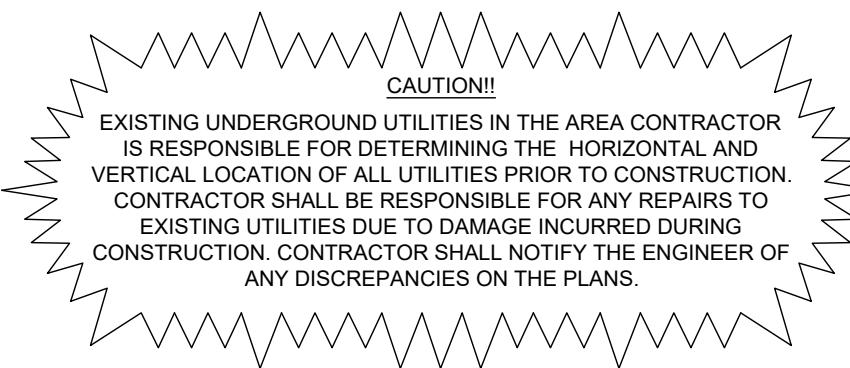


NOTES	
1.	ALL SPOT GRADES ARE TO TOP OF PAVEMENT (TP) OR TOP OF GRATE (TG), UNLESS OTHERWISE NOTED AS TC (TOP OF CURB). CONTRACTOR TO ADD 6" FOR TOP OF CURB AS NECESSARY.
2.	NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
3.	MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES, LOADING ZONES AND SIDEWALK LANDINGS SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
4.	MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 5% IN PUBLIC R.O.W. IF EXISTING ROAD SLOPE EXCEEDS 5%, SIDEWALK SHALL NOT EXCEED RUNNING SLOPE OF EXISTING ROADWAY.
5.	GENERAL CONTRACTOR TO REFER TO NOTE 1 REGARDING SPOT ELEVATIONS, COORDINATE WITH DIRT AND LANDSCAPE SUBCONTRACTORS REGARDING PROPOSED SOD AND HYDROMULCH LOCATIONS TO ENSURE ADEQUATE CUT FOR FUTURE VEGETATION.
6.	EXISTING MANHOLE TOPS, VALVE BOXES, ETC. ARE TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED GRADES. IF NECESSARY, READJUSTMENTS SHALL BE PERFORMED UPON COMPLETION OF PAVING AND FIN GRADING TO ENSURE A SMOOTH TRANSITION.
7.	DETAILED GRADING FROM EDGE OF ACCESS DRIVE UP TO AND AROUND BUILDING INCLUDING DRIVEWAYS, SIDEWALKS FROM DRIVEWAY TO FRONT PATIO, AND FIN GRADING AROUND LANDSCAPE BEDS TO BE COMPLETED BY THE CONTRACTOR. CONTOURS SHOWN ARE MEANT TO CONVEY GENERAL INTENT FOR STORMWATER RUNOFF.

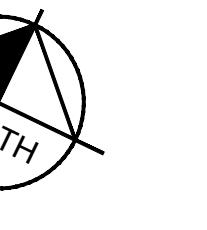
LEGEND	
PROPERTY LINE	EASEMENT LINE
PROPOSED SPOT ELEVATION	EXISTING SPOT ELEVATION
FINISHED GRADE	SIDEWALK
TOP OF CURB	MATCH EXISTING
TOP OF GRATE	END OF WALL
EXISTING SPOT ELEVATION	TOP OF WALL
SIDEWALK	FINISHED GRADE AT BASE OF WALL
ME	FLOWLINE
EW	FINISHED FLOOR ELEVATION - TOP OF SLAB (LIVING AREA)
TW	PROPOSED CONTOURS
BW	EXISTING CONTOURS
FL	PROPOSED HIGH POINT
FFE	INTENDED DIRECTION OF FLOW
750	SWALE
750	PROPOSED ACCESSIBLE PARKING SPACE
HP	FLOW ARROW
HP	RETAINING WALL (TRIANGLE INDICATES EXPOSED FACE OF WALL)
HP	INDICATES SLAB REVEAL GREATER THAN 6"
WOOD FENCE	WOOD FENCE
MASONRY FENCE	MASONRY FENCE

05/04/2023	CAM
DATE	BY
REVISIONS	NO.



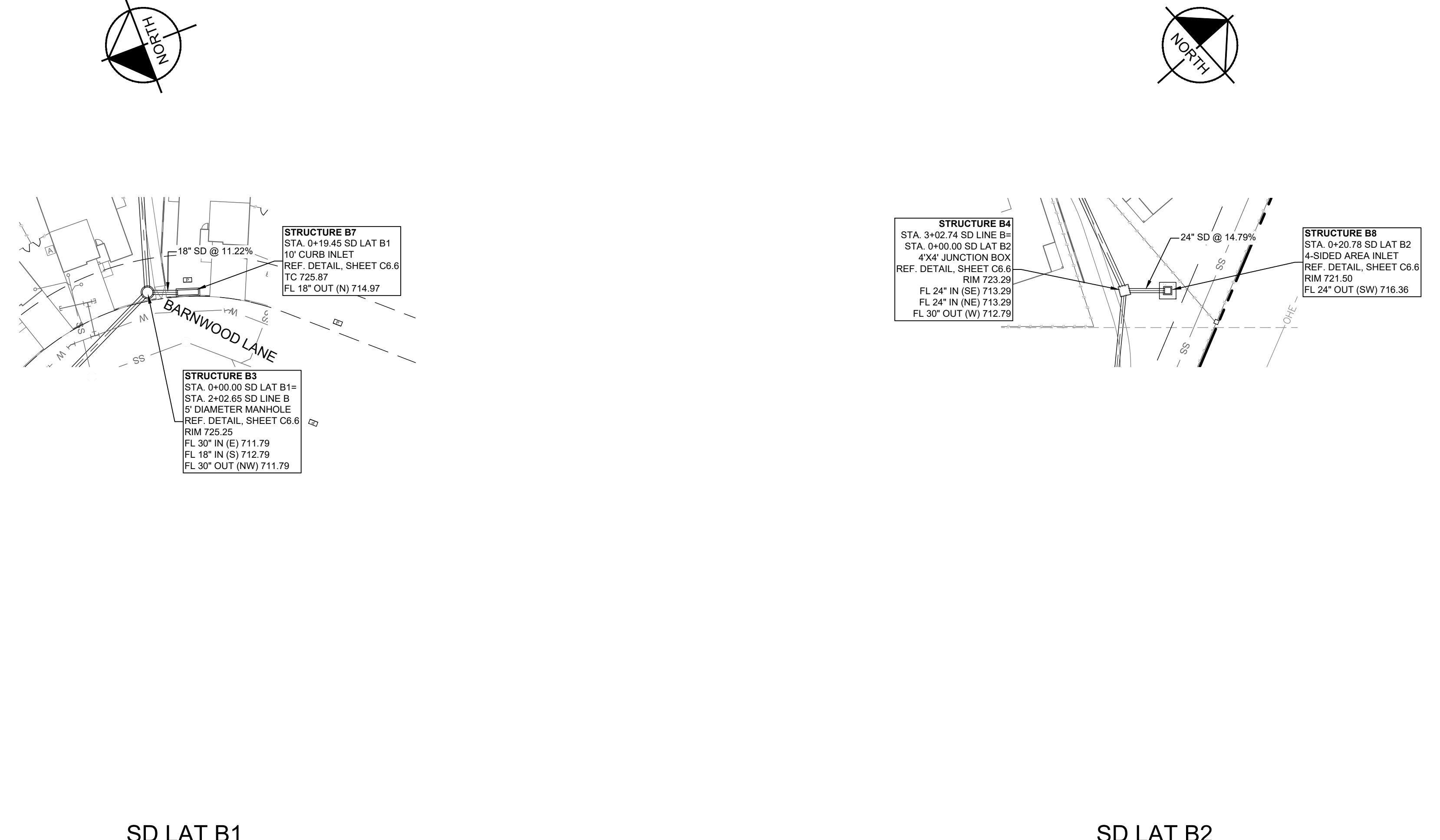
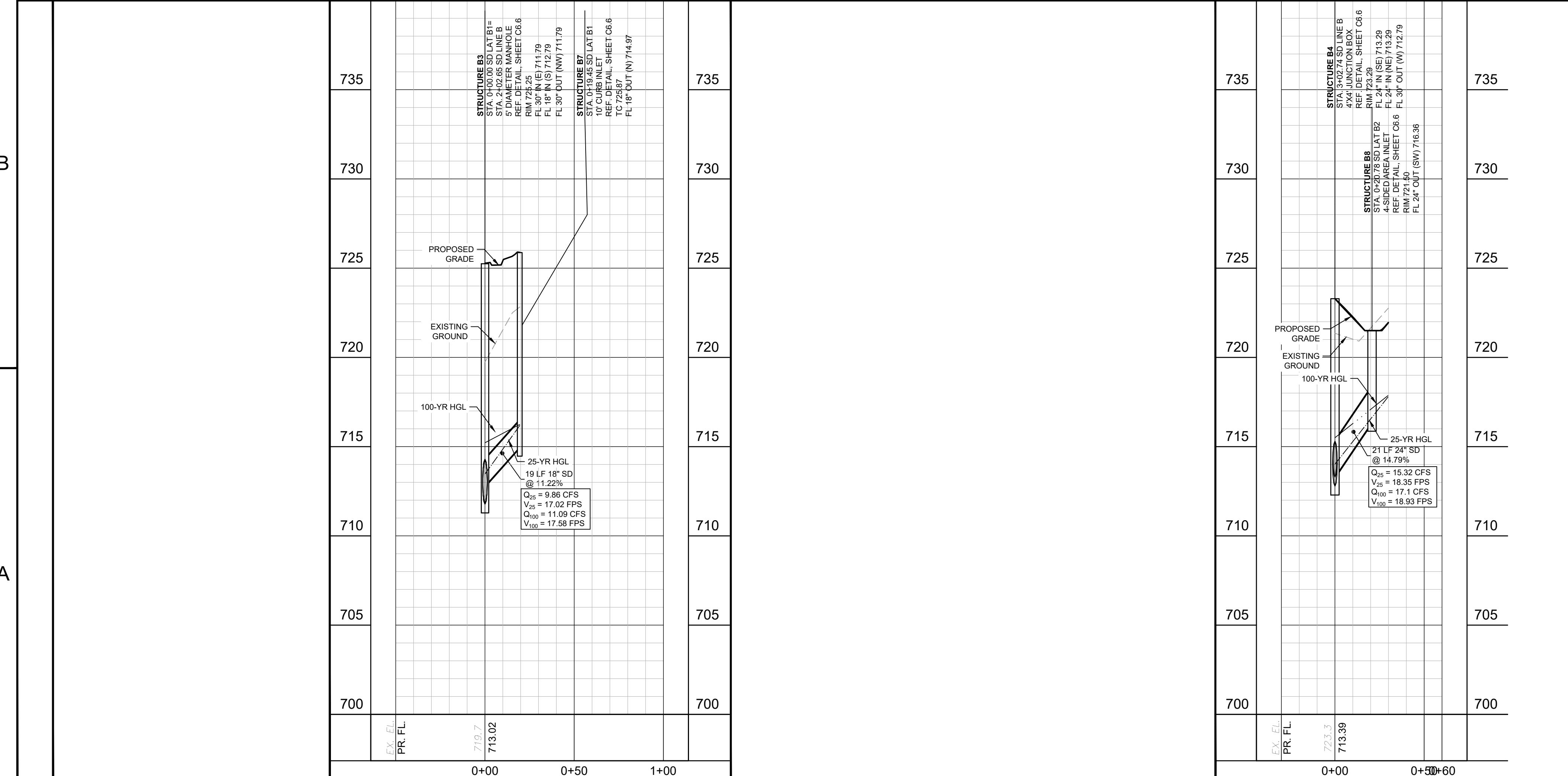


LEGEND	
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
UGE	PROPOSED UNDERGROUND ELECTRIC LINE
UGT	PROPOSED UNDERGROUND COMMUNICATION LINE
---	PROPOSED STORM SEWER
GAS	PROPOSED GAS LINE
OHE	PROPOSED OVERHEAD ELECTRIC LINE
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
OHE	EXISTING OVERHEAD ELECTRIC LINE
♦	PROPOSED WATER METER
☒	PROPOSED BACKFLOW PREVENTER
○	PROPOSED CLEANOUT
○	PROPOSED SANITARY SEWER MANHOLE
○	PROPOSED GAS METER
○	PROPOSED FIRE HYDRANT
○	PROPOSED LIGHT POLE
○	EXISTING SANITARY SEWER MANHOLE
○	EXISTING UTILITY POLE
○	PROPOSED UTILITY POLE
○	EXISTING WATER METER
○	EXISTING GUY WIRE



GRAPHIC SCALE IN FEET
 0 30 60 120

CITY COMMENTS		05/04/2023	CAM
		05/04/2023	DATE
		REVISIONS	BY
Kimley»Horn  10101 REUNION LANE, SUITE 400, SAN ANTONIO, TX 78216 ©2022 KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION LANE, SUITE 400, SAN ANTONIO, TX 78216 WWW.KIMLEY-HORN.COM TRP Firm No. 928			
KHA PROJECT 063241811 DATE 5/4/2023 SCALE AS SHOWN CAM DESIGNED BY ABC DRAWN BY JPS CHECKED BY		 JORDAN P. SCHAEFER REGISTERED ENGINEER 5/4/2023 22080	
BELL YARD ZIMMERMANN HILL OVERALL STORM SEWER PLAN PREPARED FOR ASPEN HEIGHTS PARTNERS TEXAS CITY OF NEW BRAUNFELS SHEET NUMBER C4.9			
BENCHMARK LIST BM #100: 5/8 INCH IRON ROD SET ACROSS RON ROAD FROM THE HOMESTEAD TRACT. ELEV.=752.383' BM #101: 5/8 INCH IRON ROD SET IN FRONTAGE NEAR NORTHERNMOST CORNER OF THE SUBJECT TRACT. ELEV.=710.662' BM #102: MAG NAIL SET IN PAVEMENT ACROSS RON ROAD FROM THE NORWEST CORNER OF THE SUBJECT TRACT. ELEV.=719.007'			



FILE SCALE
0' HORIZONTAL
= 4' VERTICAL

H EXCAVATION SAFETY PROTECTION

FOR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR
GN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY,
ESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND
D INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN
PLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY
STEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT
D IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S
OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL
DEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT
S A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS.
TRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED
SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY
RDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE

The 811 logo features a large, stylized '811' in a bold, blocky font. To the left of the '811' is a graphic of a shovel. To the right of the '811' is the text 'Know what's below.' on one line and 'Call before you dig.' on the line below, with a registered trademark symbol (®) preceding 'Call'.

A decorative graphic consisting of a series of sharp, upward-pointing zigzags. In the center of this graphic, the word "CAUTION!!" is written in a bold, sans-serif font, with two exclamation points. The entire graphic is rendered in black on a white background.

MARK LIST

IRON ROD SET ACROSS RON ROAD FROM THE HOMESTEAD
IRON ROD SET IN FRONTAGE NEAR NORTHERNMOST CORNER
CT.

L SET IN PAVEMENT ACROSS RON ROAD FROM THE NORHTWE
SUBJECT TRACT.

STORM SEWER PLAN AND PROFILE LINE B (2 OF 2)

ILL
TINERS

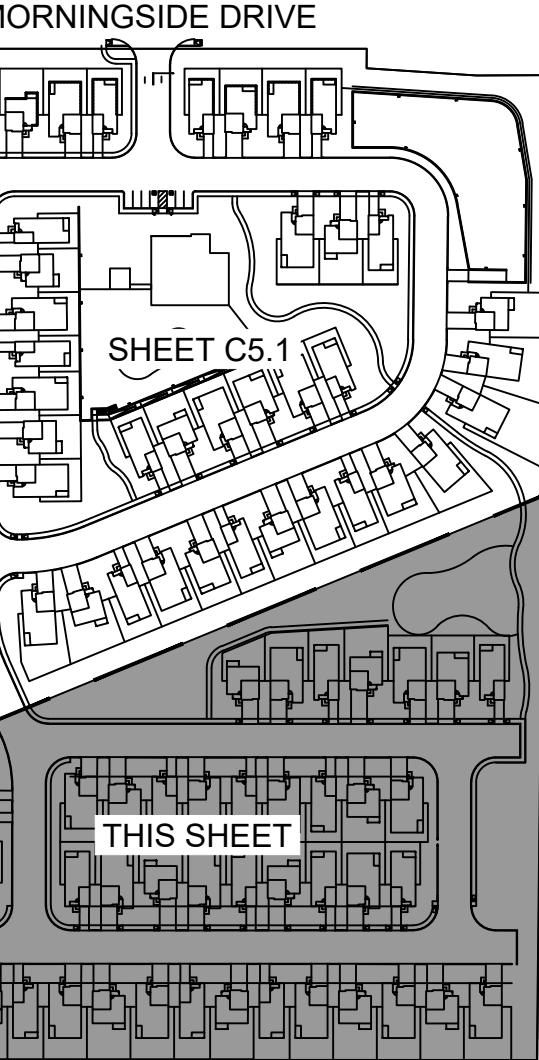
—L YARD
ERMANN H
REPAVED FOR
IGHTS PAR

BEI
ZIMMER
P
ASPEN HE

1

SHEET NUMBER

C4.11



KEY MAP
N.T.S.

RON ROAD / SANTA CLARA
(VARIABLE ROW WIDTH)

INSTALL: 1-8" DDDA BACKFLOW
PREVENTER IN VAULT
(WEATHERPROOF PER
OWNER DIRECTION)

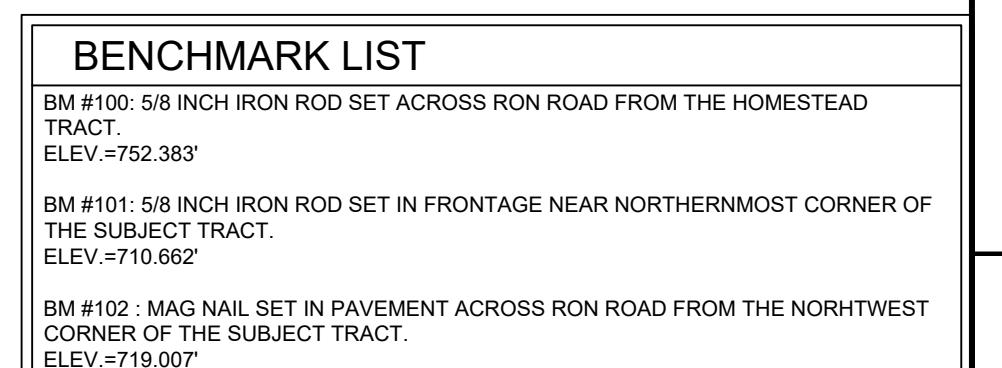
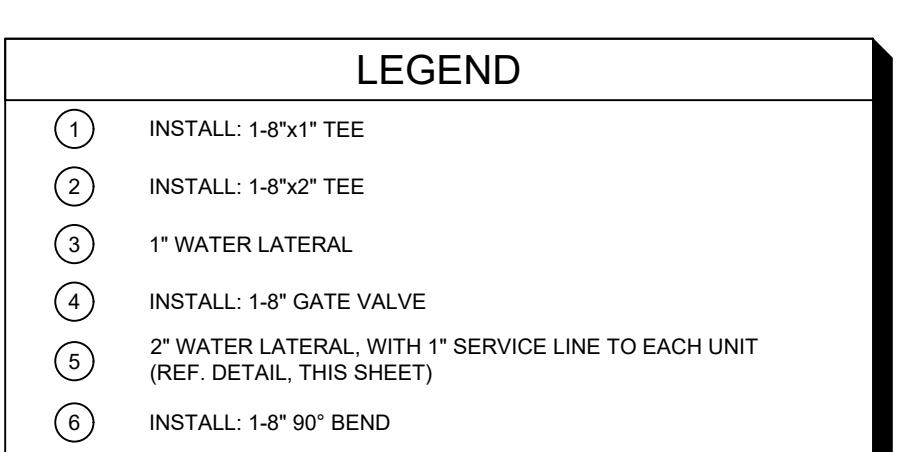
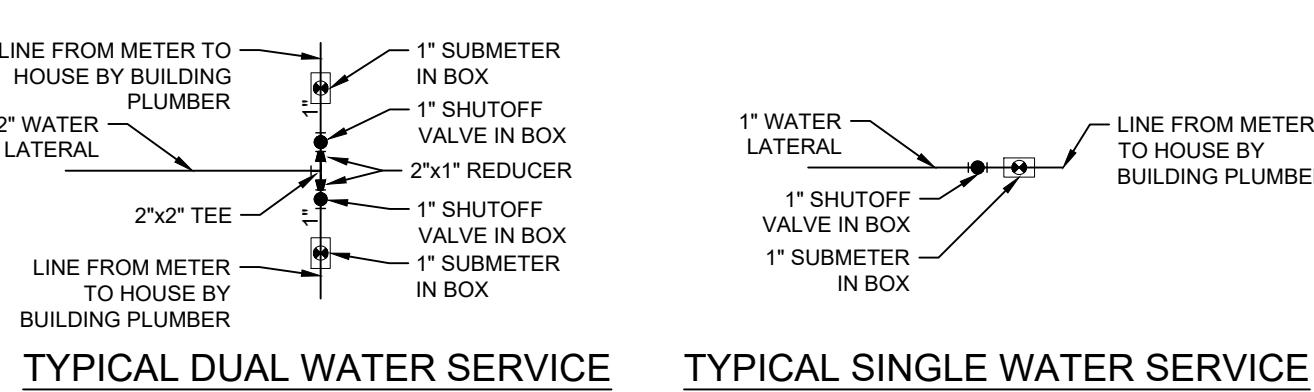
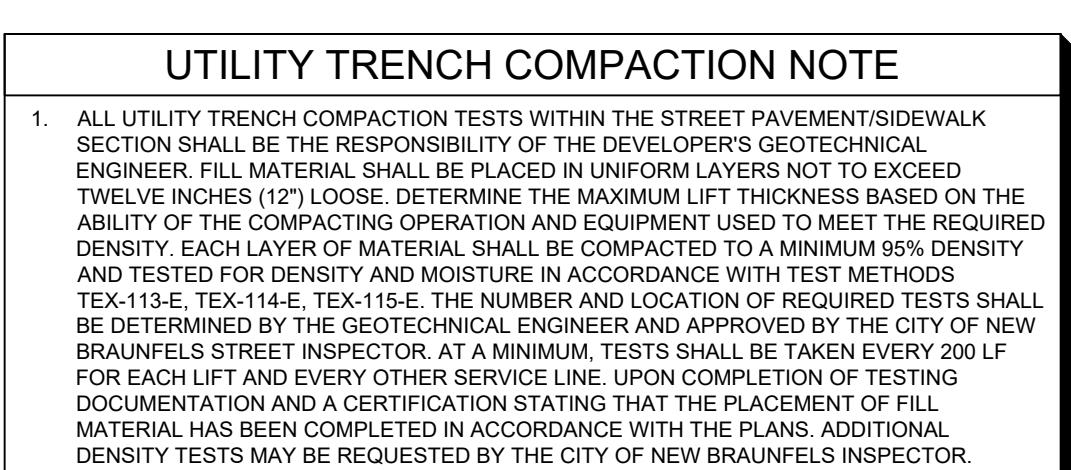
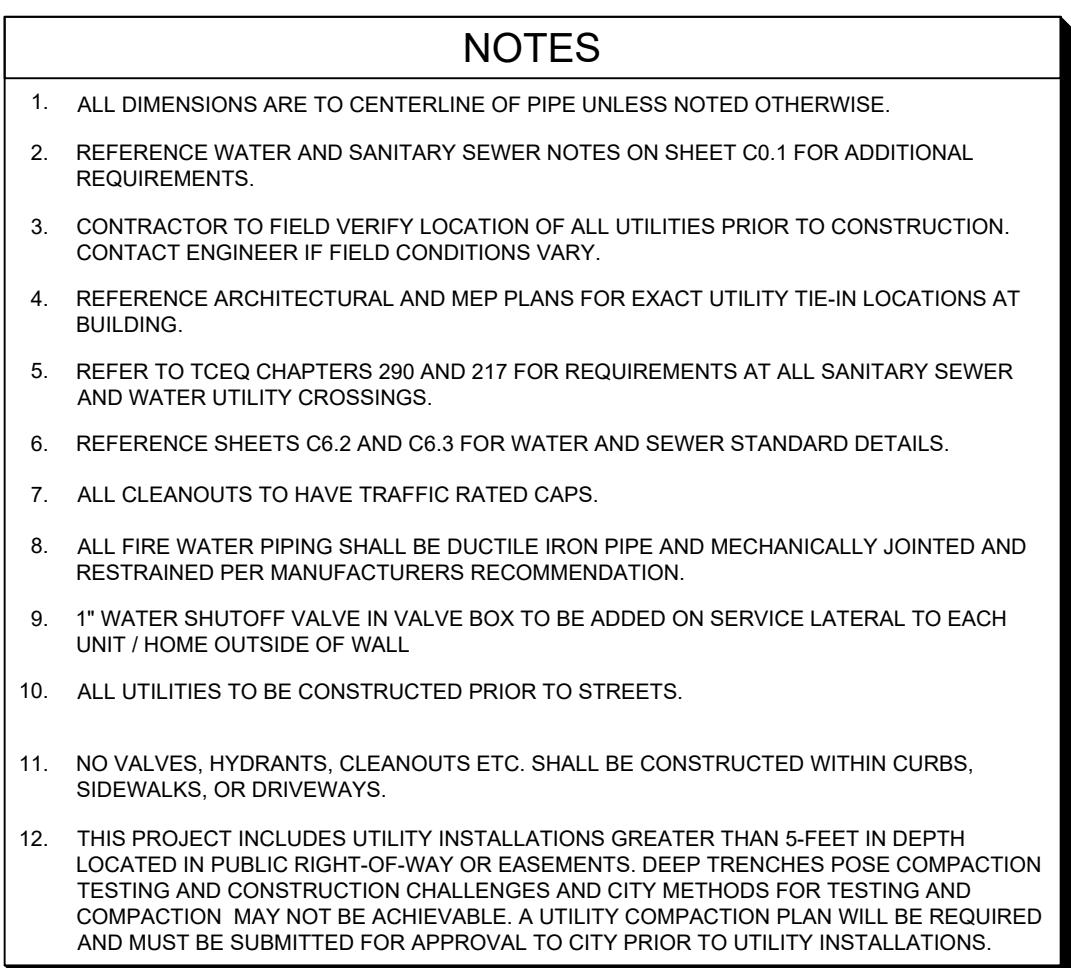
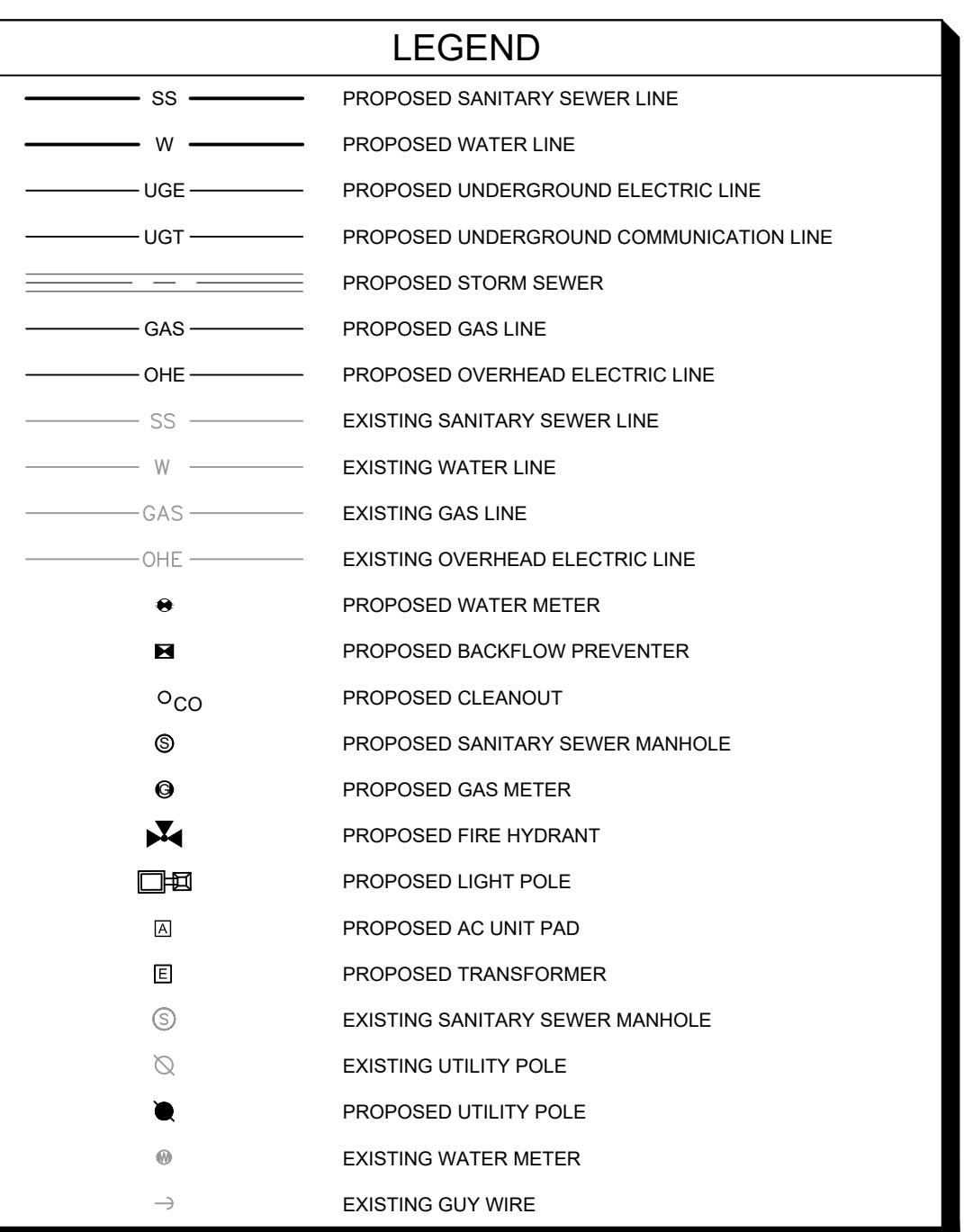
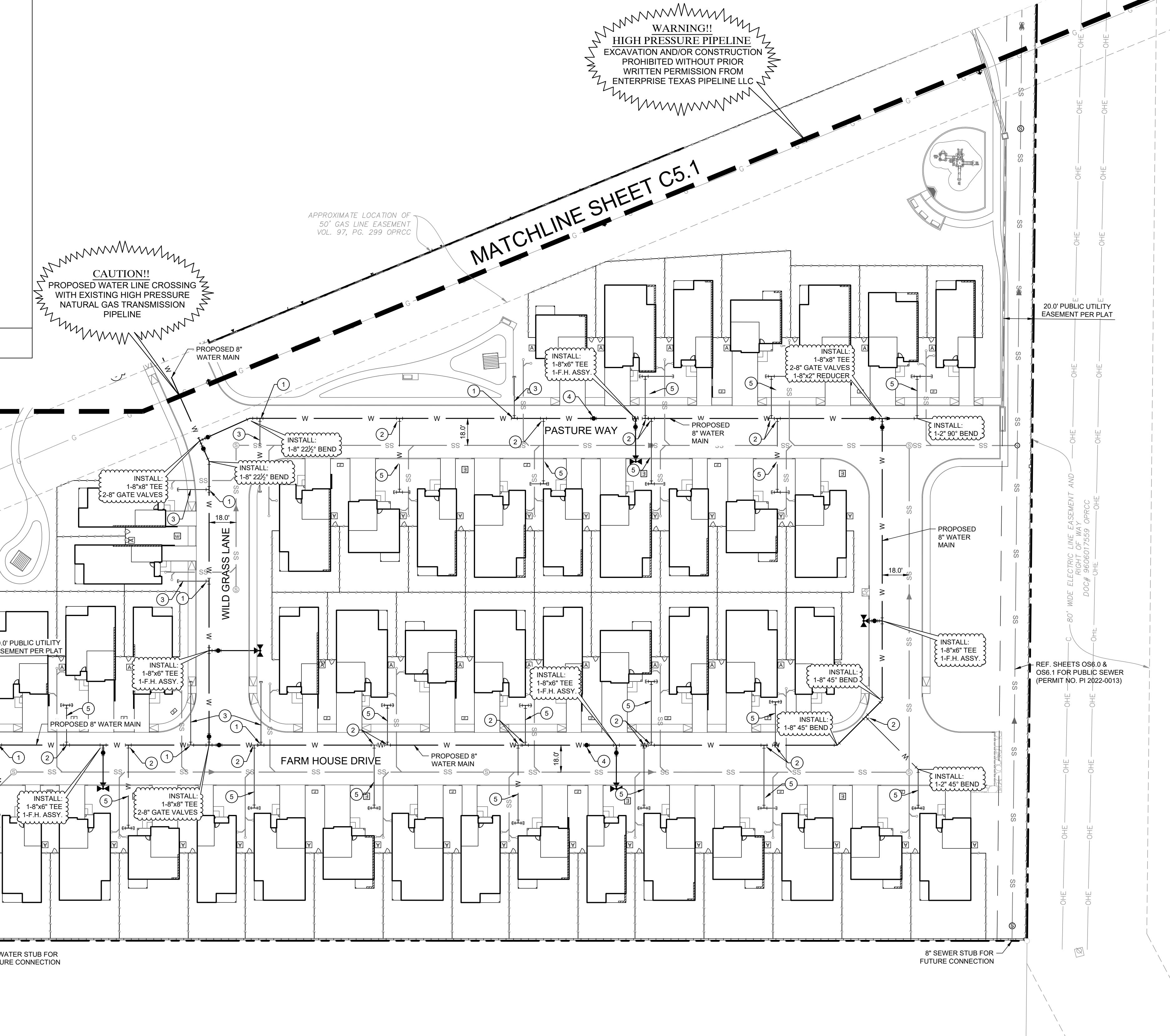
12" WATER STUB FOR
FUTURE CONNECTION



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

CAUTION

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR
IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND
VERTICAL COORDINATES OF EXISTING UTILITIES. CONTRACTOR
SHALL BE RESPONSIBLE FOR ANY REPAIRS TO
EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING
CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF
ANY DISCREPANCIES ON THE PLANS.



SHEET NUMBER
C5.2

WATER PLAN
(2 OF 2)

BELL YARD
ZIMMERMANN HILL
ASPEN HEIGHTS PARTNERS
TEXAS
CITY OF NEW BRAUNFELS

Kimley»Horn

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10101 REUNION LANE, SUITE 400, SAN ANTONIO, TX 78216
TELEPHONE: 210.476.5266 FAX: 210.476.5269
WEBSITE: KIMLEY-HORN.COM



05/04/2023 CAM
05/04/2023 DATE
REVISIONS
No. 1 CITY COMMENTS

Plotted By: Adones Mallari, Char May 26, 2023 12:43:46pm K:\SNSA_Civil\069241811-AspenHeights_NB(RonD)\CAD\PlanSheets\C-SSWR.dwg
This document together with the comments and decisions presented herein as an instrument of service is intended only for the specific purpose and client for which it was prepared.

CAUTIONÈ

The image features the 811 logo, which consists of the number '811' in a large, bold, black font. The '1' is partially obscured by a grey shovel icon pointing upwards. Below the logo, the text 'Know what's below. Call before you dig' is displayed in a black, sans-serif font. A registered trademark symbol (®) is located between the end of the 811 logo and the start of the slogan.

TYPICAL SEWER SERVICE (DOUBLE-UNIT)

N.T.S.

KEY MAP

N.T.S.

BENCHMARK LIST	
BM #100: 5/8 INCH IRON ROD SET ACROSS RON ROAD FROM THE HOMESTEAD TRACT.	ELEV.=752.383'
BM #101: 5/8 INCH IRON ROD SET IN FRONTAGE NEAR NORTHERNMOST CORNER OF THE SUBJECT TRACT.	ELEV.=710.662'
BM #102 : MAG NAIL SET IN PAVEMENT ACROSS RON ROAD FROM THE NORHTWEST CORNER OF THE SUBJECT TRACT.	ELEV.=719.007'

BELL YARD
ZIMMERMANN HILL
ASOPEN HEIGHTS PARTNERS

PREPARED FOR

CITY OF NEW BRAUNFELS

TEXAS

SHEET NUMBER
C5.3

SEWER PLAN (1 OF 2)

UTILITY TRENCH COMPACTION NOTE

ALL UTILITY TRENCH COMPACTION TESTS WITHIN THE STREET PAVEMENT/SIDEWALK SECTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER'S GEOTECHNICAL ENGINEER. FILL MATERIAL SHALL BE PLACED IN UNIFORM LAYERS NOT TO EXCEED TWELVE INCHES (12") LOOSE. DETERMINE THE MAXIMUM LIFT THICKNESS BASED ON THE CAPACITY OF THE COMPACTING OPERATION AND EQUIPMENT USED TO MEET THE REQUIRED DENSITY. EACH LAYER OF MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% DENSITY AND TESTED FOR DENSITY AND MOISTURE IN ACCORDANCE WITH TEST METHODS TEX-113-E, TEX-114-E, TEX-115-E. THE NUMBER AND LOCATION OF REQUIRED TESTS SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY OF NEW BRAUNFELS STREET INSPECTOR. AT A MINIMUM, TESTS SHALL BE TAKEN EVERY 200 LF FOR EACH LIFT AND EVERY OTHER SERVICE LINE. UPON COMPLETION OF TESTING, DOCUMENTATION AND A CERTIFICATION STATING THAT THE PLACEMENT OF FILL MATERIAL HAS BEEN COMPLETED IN ACCORDANCE WITH THE PLANS. ADDITIONAL DENSITY TESTS MAY BE REQUESTED BY THE CITY OF NEW BRAUNFELS INSPECTOR.

LEGEND	
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
UGE	PROPOSED UNDERGROUND ELECTRIC LINE
UGT	PROPOSED UNDERGROUND COMMUNICATION LINE
—	PROPOSED STORM SEWER
GAS	PROPOSED GAS LINE
OHE	PROPOSED OVERHEAD ELECTRIC LINE
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
OHE	EXISTING OVERHEAD ELECTRIC LINE
•	PROPOSED WATER METER
☒	PROPOSED BACKFLOW PREVENTER
○ CO	PROPOSED CLEANOUT
◎	PROPOSED SANITARY SEWER MANHOLE
◎	PROPOSED GAS METER
■	PROPOSED FIRE HYDRANT
□	PROPOSED LIGHT POLE
Ⓐ	PROPOSED AC UNIT PAD
Ⓔ	PROPOSED TRANSFORMER PAD, MINIMUM CLEARANCES PER NBU ELECTRIC'S DETAIL DWG NO. EU-501
Ⓢ	EXISTING SANITARY SEWER MANHOLE
ⓧ	EXISTING UTILITY POLE
●	PROPOSED UTILITY POLE
Ⓜ	EXISTING WATER METER
→	EXISTING GUY WIRE

CITY/COMMUNITY		CITY/STATE/COUNTRY		CITY/STATE/COUNTRY		CITY/STATE/COUNTRY	
10101		© 2022 KIMLEY-HORN AND ASSOCIATES, INC. REUNION PLACE, SUITE 400, SAN ANTONIO, TX 78216 PHONE : 210-541-9166 FAX: 210-541-8699 WWW.KIMLEY-HORN.COM TBPE FIRM NO. 928					
069241811		JORDAN P. SCHAEFER 122080					
DATE 5/4/2023		AS SHOWN					
SCALE		DESIGNED BY CAM					
CHECKED BY		DRAWN BY ABC					
REVISIONS		DATE		BY			

Kimley»Horn

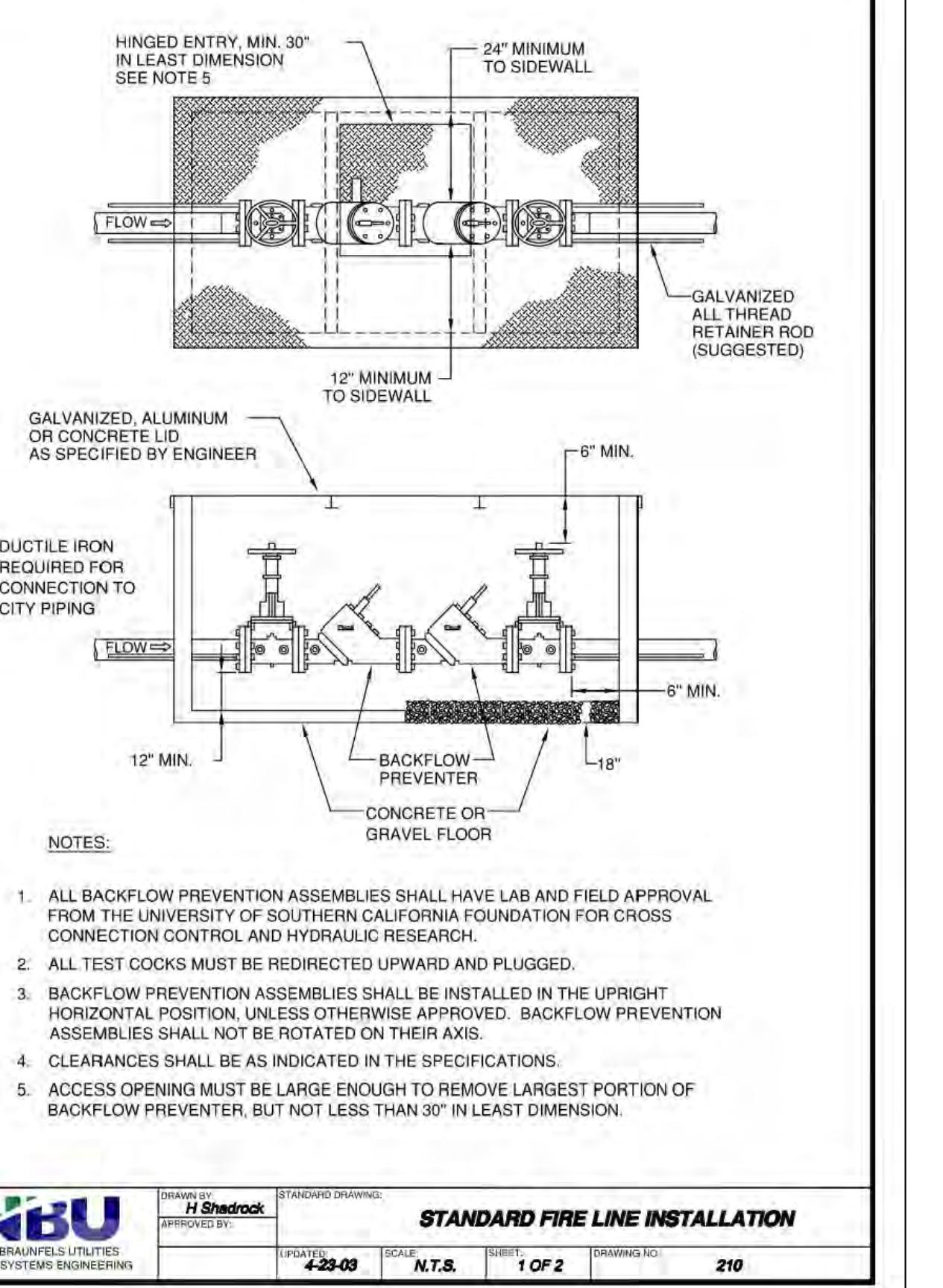
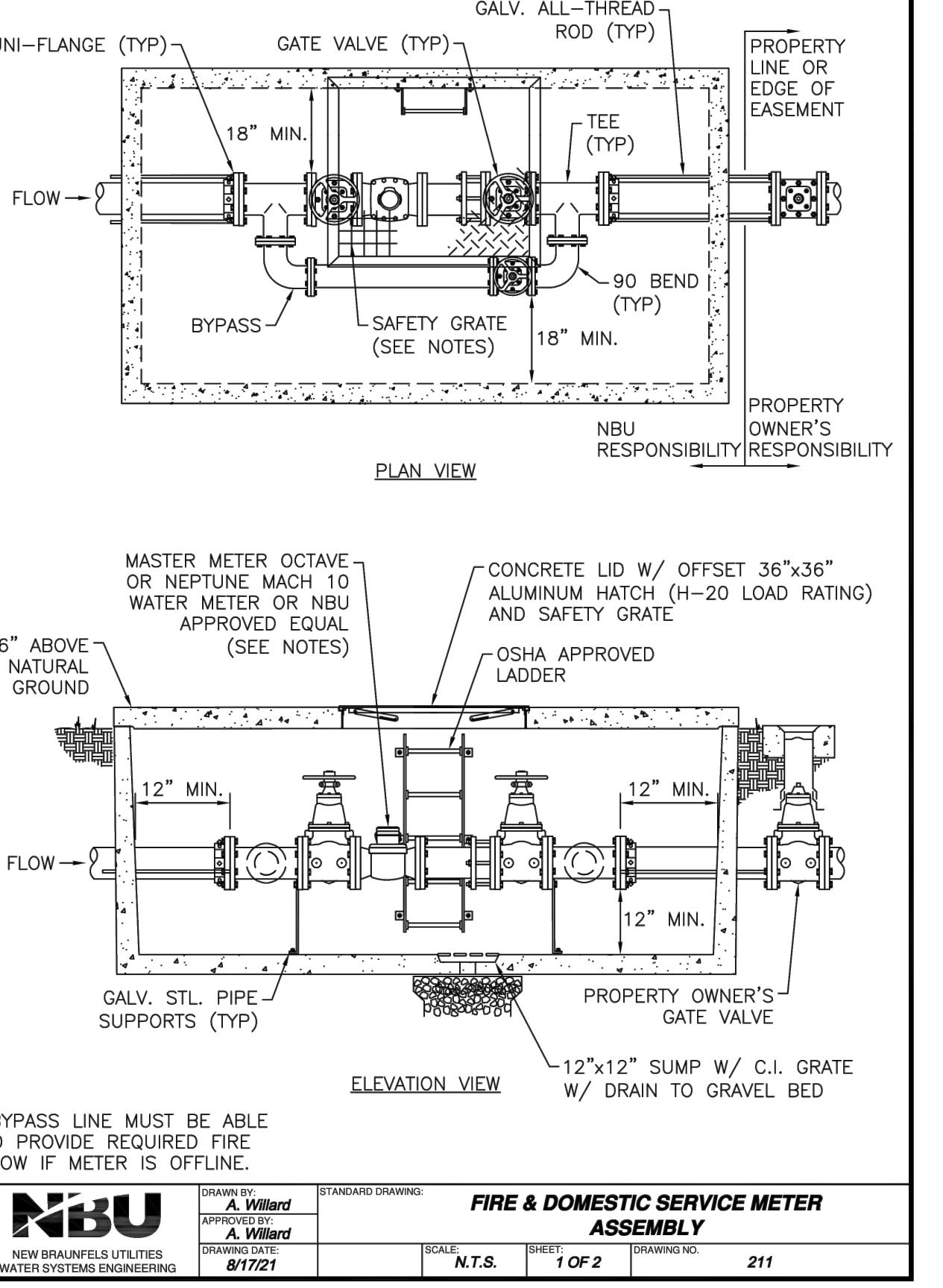
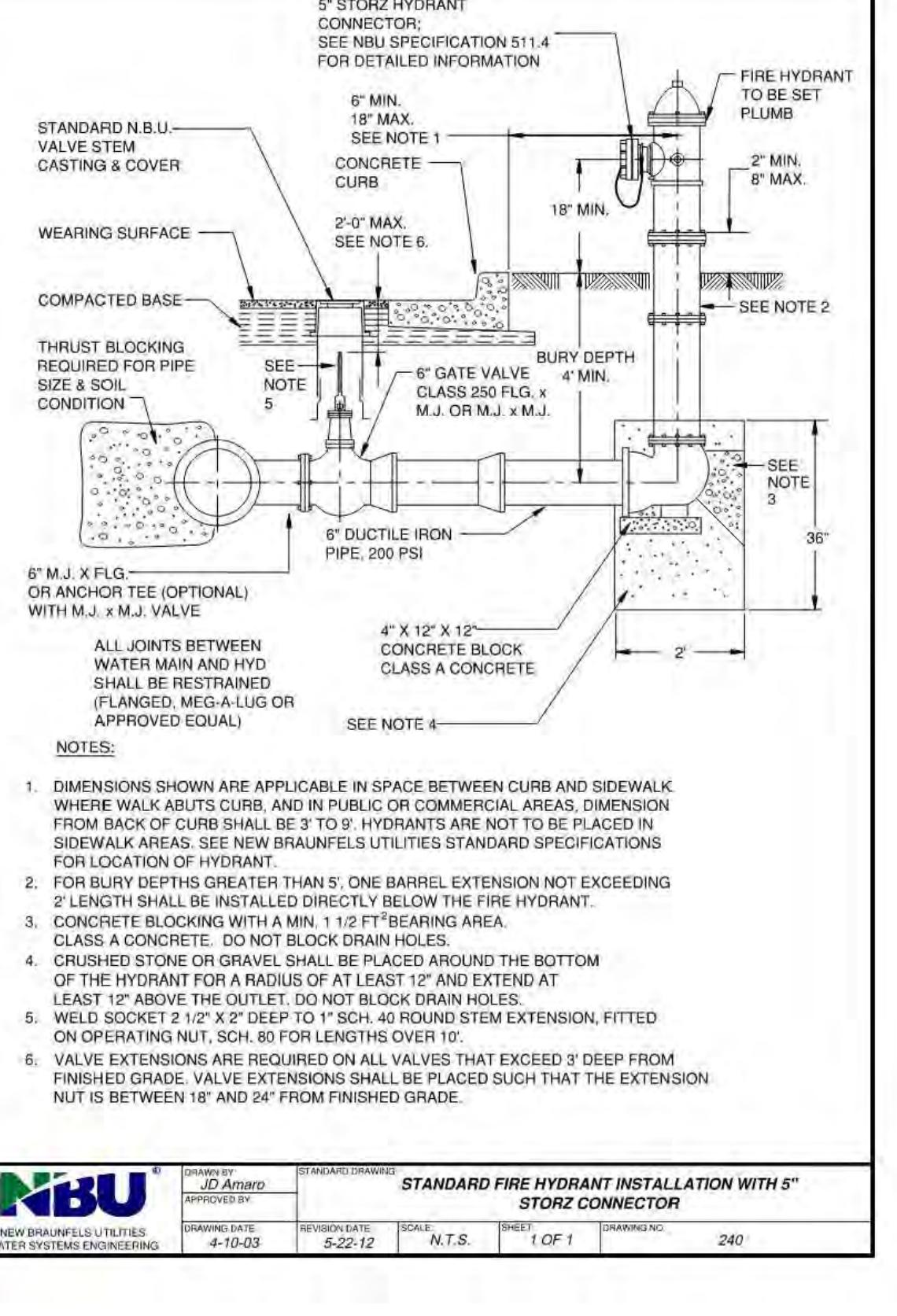
 A circular seal for a Texas Registered Professional Engineer. The outer ring contains the text "TEXAS REGISTERED PROFESSIONAL ENGINEER" in a circular pattern. The inner circle contains a five-pointed star in the center, with "JORDAN P. SCHAEFER" written above it and "122080" written below it.

Jordan Schaefer
5/4/2023

—

8

7

General Notes		General Notes		General Notes		Water Notes																	
<p>General Notes:</p> <ol style="list-style-type: none"> All materials and construction procedures within the scope of the project shall be approved by New Braunfels Utilities and comply with the current "New Braunfels Utilities Water Systems Connection/Construction Policy". Contractor shall not proceed with any pipe installation work until they obtain a copy of the plans from the Consultant or Engineer and notify NBU Water Systems Engineering at 830-608-8971 with at least two (2) working days (48 hours) notice. WORK COMPLETED BY THE CONTRACTOR, WHICH HAS NOT RECEIVED A NOTICE TO PROCEED FROM NEW BRAUNFELS UTILITIES WATER SYSTEMS ENGINEERING WILL BE SUBJECT TO REMOVAL AND REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR. The Developer dedicates the water / wastewater mains upon completion by the Contractor and acceptance by the New Braunfels Utilities Water System. NBU will own and maintain said water / wastewater mains which are located within platted utility easements or public ROW of proposed developments. (As applicable). Contractor agrees to assume sole and complete responsibility for job site conditions during the construction of the project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The contractor shall defend, indemnify and hold the owners and the engineer and his employees, partners officers, directors, or consultants harmless from any and all liability, real or alleged, in connection with the performance of the work on this project, excepting from liability arising from sole negligence of the owner or engineer, engineer's directors, officers, employees, or consultants. Contractor to contact the engineer-of-record (EOR) for any field changes. Any revisions or changes to the approved construction plans will require additional approval by NBU in writing. Contractor and / or contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation. Contractor shall be responsible for restoring to its original or better condition, any damages done to existing fences, curbs, streets, driveways, landscaping and structures, and existing utilities (not adjusted on plans). Cost of Restorations, if any, shall be the contractor's entire expense. The Contractor shall avoid cutting roots larger than one inch in diameter when excavating near existing trees. Excavation in vicinity of trees shall proceed with caution. Contractor shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work. 		<ol style="list-style-type: none"> No extra payment shall be allowed for work called for on the plans but not included on the bid schedule. This incidental work will be required and shall be included under the pay item to which it relates. Contractor is responsible for removal of all waste materials upon project completion. The contractor shall not permanently place any waste materials in the 100-year flood plain without first obtaining an approved flood plain development permit. The contractor shall not place any materials on the recharge zone of the Edwards aquifer without an approved water pollution abatement plan from the TCEQ 31 TAC 313.4 and 31 TAC 313.9. Barricades and warning signs shall conform to the "Texas manual on uniform traffic control devices" and shall be located to provide maximum protection to the public as well as construction personnel and equipment while providing continuous traffic flow at all times during construction. The contractor is responsible for maintaining all devices during construction. Contractor is required to verify project elevations. The term "match existing" shall be understood to signify both horizontal and vertical alignment. The location of utilities, either underground or overhead, shown within the right of way are approximate and shall be verified by the contractor before beginning construction operations. OSHA regulations prohibit operations that will bring persons or equipment within 10 feet of an energized line. Where workers and/or equipment have to work close to an energized electrical line, the contractor shall notify the electrical power company involved and make whatever adjustments necessary to ensure the safety of those workers. It shall be the contractor's responsibility to locate utility service lines as required for construction. Contractors shall call the One Call System for water/wastewater location. Due to federal regulations Title 49, part 192 (8), Gas companies must maintain access to gas valves at all times. The contractor must protect and work around any gas valves that are in the project area. The contractor is fully responsible for the traffic control and will be responsible for furnishing all traffic control devices, and flaggers. The construction methods shall be conducted to provide the least possible interference to traffic so as to permit the continuous movement of the traffic in one direction at all times. The contractor shall clean up and remove from the work area any loose material resulting from contract operations at the end of each workday. Prior to ordering materials to be used in construction, contractor shall provide the engineer with four (4) copies of the source, type, gradation, material specification data and / or shop drawings, as applicable, to satisfy the requirements of the following items and all material items referred to in these listed items: <ol style="list-style-type: none"> Water mains and services Wastewater mains and services 		<ol style="list-style-type: none"> Thrust blocks will not be allowed on the system without special approval. Joints will be restrained with restraining systems approved by NBU and restraint length shall be submitted to NBU at the time of plan submittal. Water jetting the backfill within a street will not be permitted. Wastewater trenches subject to traffic shall conform to NBU Connection and Construction Policy Manual. Where the minimum 9 foot separation distance between wastewater lines and water lines / mains cannot be maintained, the installation of wastewater lines shall be in strict accordance with 30 TAC 217. Contractor and/or Contractor's independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review these plans and available geotechnical information and the anticipated installation site(s) within the project work area in order to implement Contractor's trench excavation safety protection systems, programs and/or procedures. The Contractor's implementation of the systems, programs and/or procedures shall provide for adequate trench excavation safety protection that complies with as a minimum, OSHA Standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA Standards governing the presence and activities of individuals working in and around trench excavation. Utility Trench Compaction with street R.O.W. <ol style="list-style-type: none"> All utility trench compaction test within the street pavement section shall be the responsibility of the developer's Geo-technical engineer. Fill material shall be placed in uniform layers not to exceed twelve inches (12") loose. Each layer of material shall be compacted as specified and tested for density and moisture in accordance with Text Methods TEX-113-E, TEX-114-E, TEX-115-E. The number and location of required tests shall be determined by the Geo-technical Engineer and approved by the City of New Braunfels Street Inspector. Upon completion of testing the Geo-technical Engineer shall provide the City of New Braunfels Street inspector with all testing documentation and a certification stating that the placement of fill material has been completed in accordance with the plans. 		<p>WATER NOTES:</p> <ol style="list-style-type: none"> All water mains shall be AWWA C900 (class 150 or greater). Water services shall be single 1" copper tubing. Water line is to be constructed in accordance with the NBU Systems Connection & Construction Policy. Water main shall have a minimum of 42 inches of cover, otherwise concrete encasement will be required. Each unit in a duplex, triplex, fourplex, or condominium shall be provided with an individual water meter. A master meter can be considered for separate buildings, however, those buildings must be plumbed to allow separate meters for future consideration. Contractor will keep the area on top of and around the water meter box free of all objects and debris. Initial backfill of water lines shall be manufactured sand or pea gravel as per NBU Systems Connection & Construction Policy. Secondary backfill of water lines shall generally consist of material removed from the trench and shall be free from brush, debris and trash or stones having any dimension larger than 6" inches at the largest dimension. Hydrostatic testing is done from valve to valve. No meter boxes to be set in driveways or sidewalks. Any meter boxes set in driveways or sidewalks will be relocated at contractor's and/or developer's expense. Meter boxes must be set at the proposed grade. Any meter boxes that are not set at the final grade will be adjusted at contractor's and/or developer's expense. Acceptable meter boxes are D13-BAMR and D15-BAMR. New residential lots are required to use the D15-BAMR meter boxes (double AMR). Commercial lots should choose which box applies to the domestic and/or irrigation meter layout. Thrust blocks will not be allowed on the system without special approval. Joints will be restrained with restraining systems approved by NBU and restraint length shall be submitted to NBU at the time of plan submittal. Contractor shall place tracer wire on top of the water mains. Tracer wire should run from valve to valve and exit at the valve box. The tracer wire should be attached to the top of the pipe using tape. Excess wire should be left within valve boxes to be placed within lid of cover. Water quality shall be protected with appropriate backflow prevention assemblies installed on all irrigation systems, fire suppression systems and multi-unit complexes along with multi-level properties on the domestic meter containment. NBU can assist with the decision on appropriate backflow assemblies on a case by case basis. Contact NBU backflow prevention specialist for more details. Email questions to crossconnection@nbutexas.com 																	
Appendix/Appendix B		Approved 12/9/03; Rev 3/31/11		Page 1 of 3		Appendix/Appendix B		Approved 12/9/03; Rev 3/31/11		Page 2 of 3		Appendix/Appendix B		Approved 12/9/03; Rev 3/31/11		Page 3 of 3		Appendix/Appendix B		Approved 12/9/03; Rev 5/16/19		Page 1 of 2	
<p>Water Notes:</p> <ol style="list-style-type: none"> All backflow prevention assemblies shall be tested upon installation and report sent to NBU via the online tracking system, contact NBU backflow prevention specialist for more details. Email questions to crossconnection@nbutexas.com All residential and commercial properties shall have a Customer Service Inspection certificate (CSI Inspection) completed upon completion of the building or home structure. Contact NBU backflow prevention specialist for more details. Email questions to crossconnection@nbutexas.com 		 <p>NOTES:</p> <ol style="list-style-type: none"> ALL BACKFLOW PREVENTION ASSEMBLIES SHALL HAVE LAB AND FIELD APPROVAL FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH. ALL TEST COCKS MUST BE REDIRECTED UPWARD AND PLUGGED. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN THE UPRIGHT HORIZONTAL POSITION, UNLESS OTHERWISE APPROVED. BACKFLOW PREVENTION ASSEMBLIES SHALL NOT BE ROTATED ON THEIR AXIS. CLEARANCES SHALL BE AS INDICATED IN THE SPECIFICATIONS. ACCESS OPENING MUST BE LARGE ENOUGH TO REMOVE LARGEST PORTION OF BACKFLOW PREVENTER, BUT NOT LESS THAN 30" IN LEAST DIMENSION. 		 <p>ELEVATION VIEW</p> <p>NOTES:</p> <p>*BYPASS LINE MUST BE ABLE TO PROVIDE REQUIRED FIRE FLOW IF METER IS OFFLINE.</p>		 <p>NOTES:</p> <ol style="list-style-type: none"> DIMENSIONS SHOWN ARE APPLICABLE IN SPACE BETWEEN CURB AND SIDEWALK WHERE WALK ABUTS CURB, AND IN PUBLIC OR COMMERCIAL AREAS, DIMENSION FROM BACK OF CURB SHALL BE 3' TO 9'. HYDRANTS ARE NOT TO BE PLACED IN SIDEWALK AREAS. SEE NEW BRAUNFELS UTILITIES STANDARD SPECIFICATIONS FOR COATING OF HYDRANT. FOR BURY DEPTHS GREATER THAN 5', ONE BARREL EXTENSION NOT EXCEEDING 2' LENGTH SHALL BE INSTALLED DIRECTLY BELOW THE FIRE HYDRANT. CONCRETE BLOCKING WITH A MM 1 1/2" BEARING AREA. CRUSHED STONE OR GRAVEL SHALL BE PLACED AROUND THE BOTTOM OF THE HYDRANT FOR A RADIUS OF AT LEAST 12" AND EXTEND AT LEAST 12" ABOVE THE OUTLET. DO NOT BLOCK DRAIN HOLES. WELD SOCKET 2 1/2" X 2" DEEP TO 1" SCH. 80 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 10'. VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 3' DEEP FROM FINISHED GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 18" AND 24" FROM FINISHED GRADE. 																	
Appendix/Appendix B		Approved 12/9/03; Rev 5/16/19		Page 2 of 2		Appendix/Appendix B		Approved 12/9/03; Rev 5/16/19		Page 2 of 2		Appendix/Appendix B		Approved 12/9/03; Rev 5/16/19		Page 2 of 2		Appendix/Appendix B		Approved 12/9/03; Rev 5/16/19		Page 2 of 2	

A circular seal for a Texas professional engineer. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom. The bottom half of the ring is partially obscured by a large five-pointed star in the center. The date "5/4/2023" is at the bottom right. The inner circle contains "JORDAN P. SCHAEFER" at the top and "122080" in the center. The bottom of the inner circle is partially obscured by the word "REGISTERED". The top of the inner circle is partially obscured by the word "PROF". The name "Jordan Schaefer" is handwritten in blue ink across the top of the seal.

UTILITY DETAILS (2 OF 4)

BELL YARD
ZIMMERMANN HILL
ASPEN HEIGHTS PARTNERS

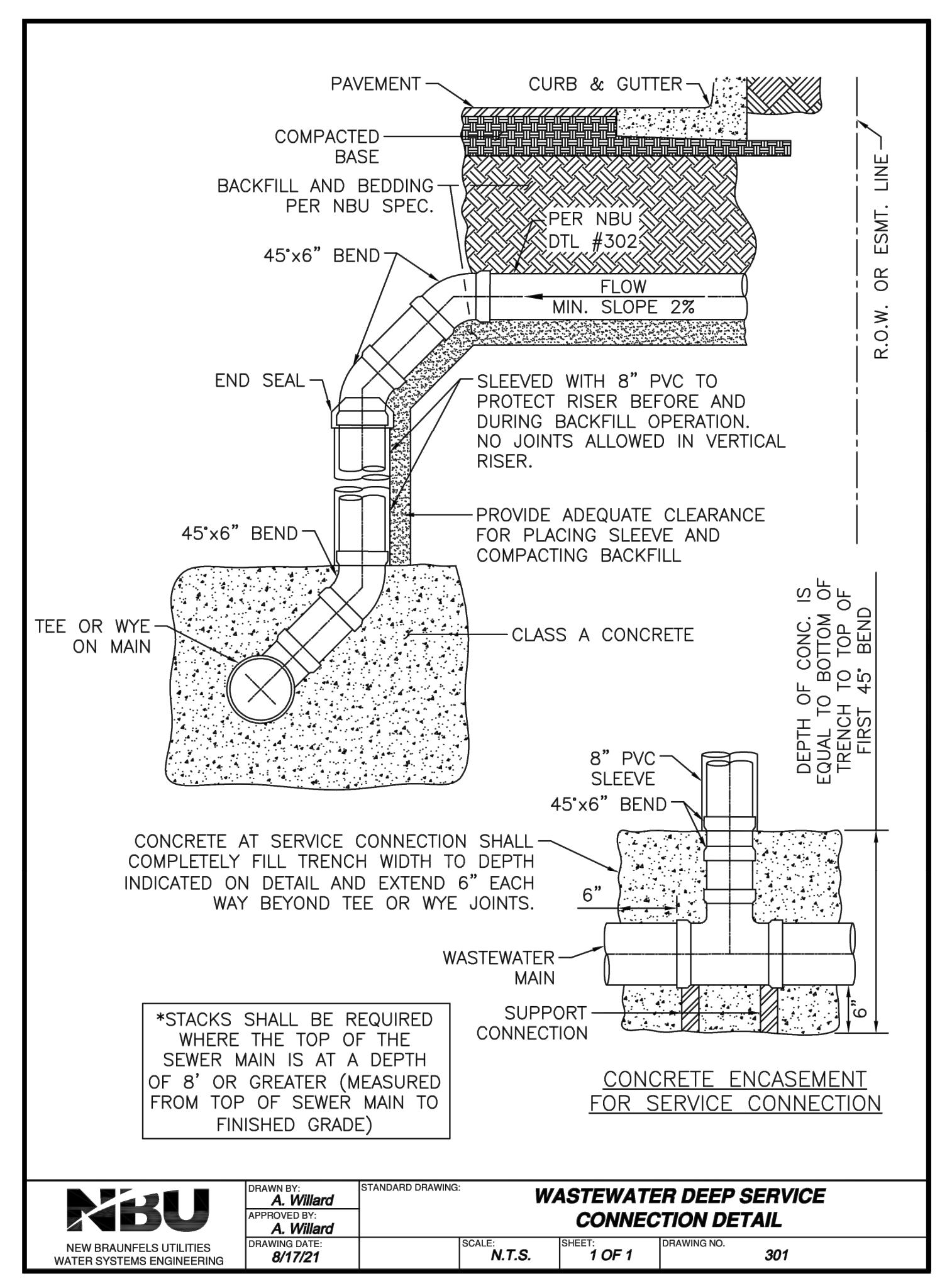
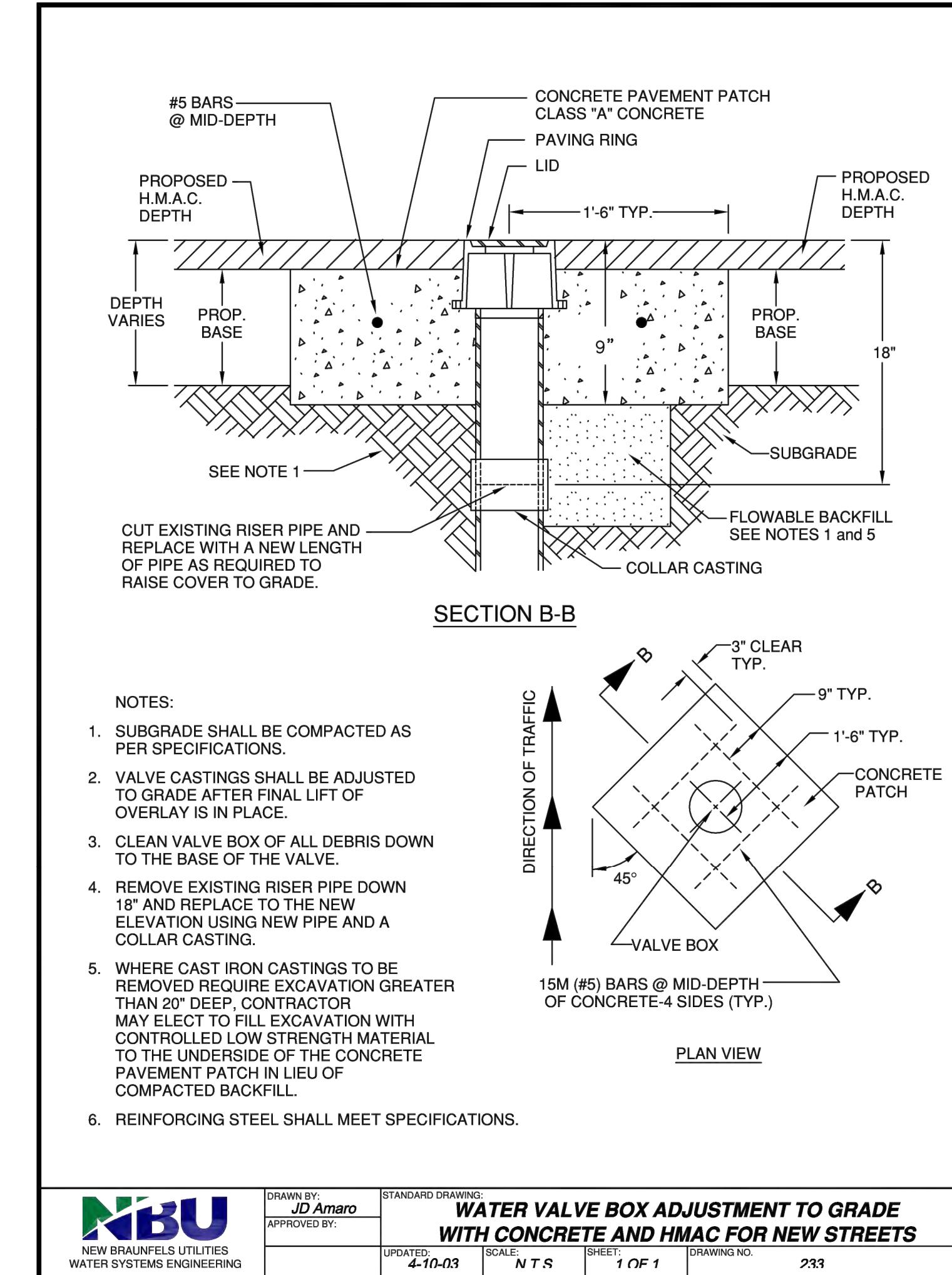
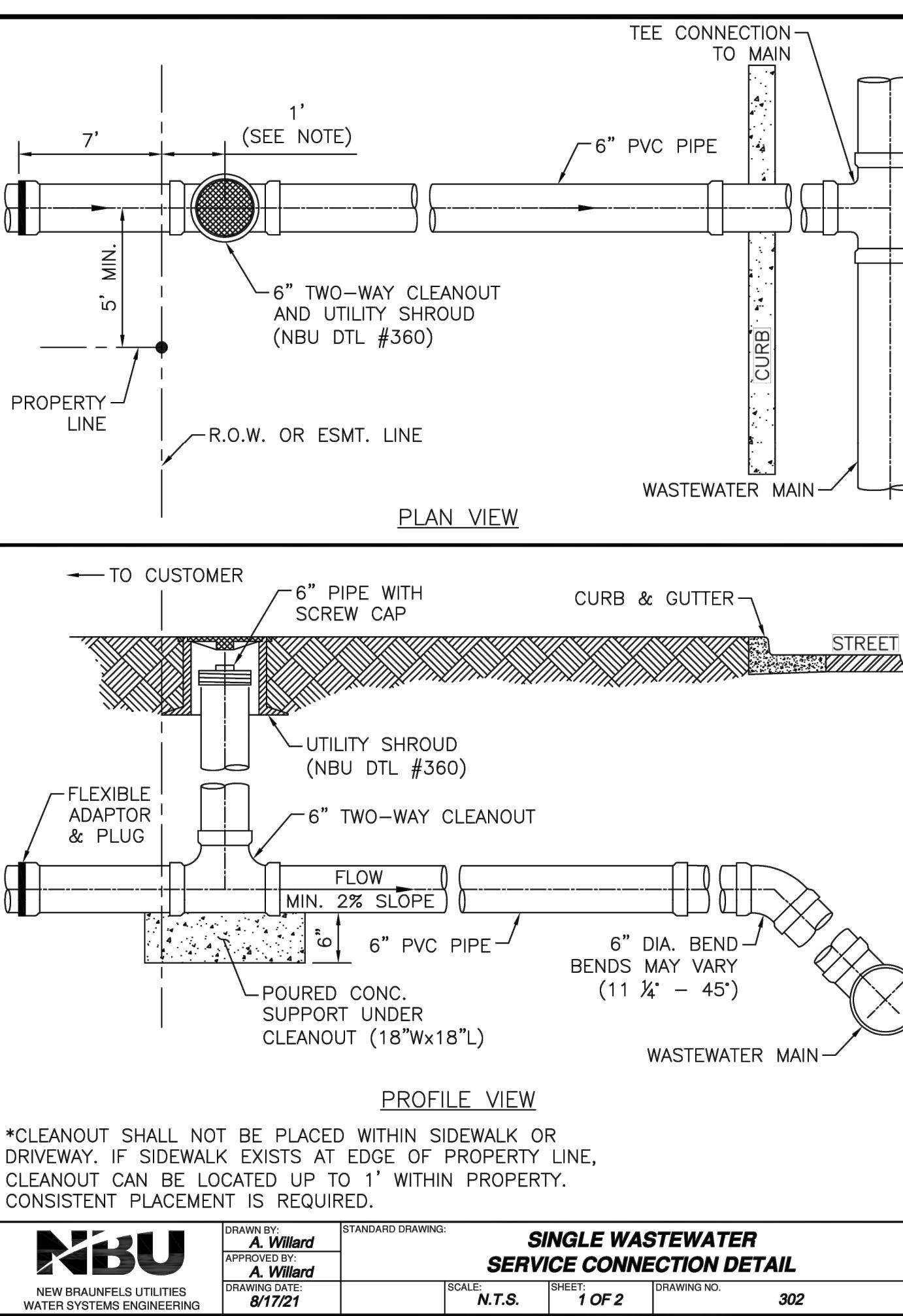
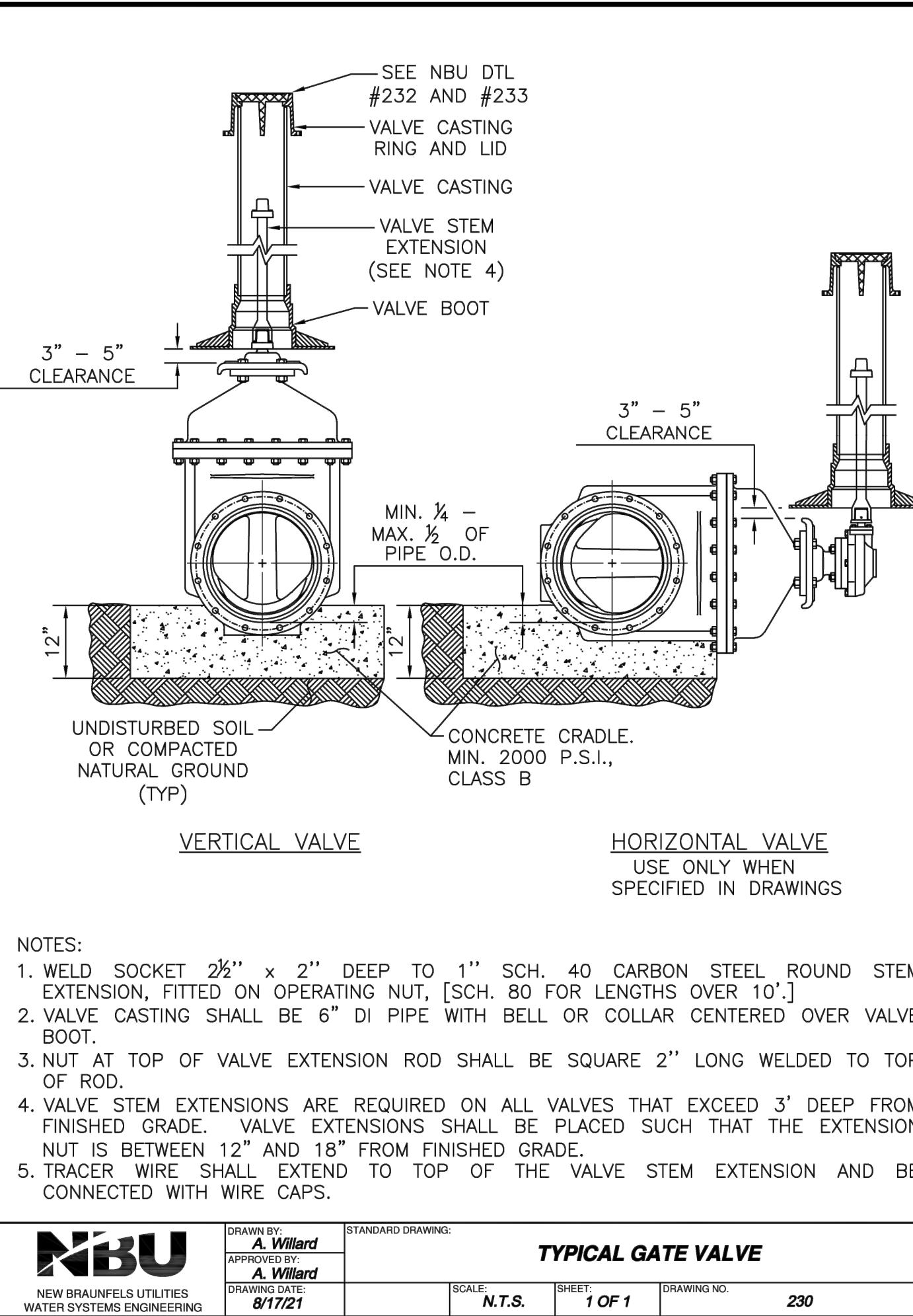
PREPARED FOR

CITY OF NEW BRAUNFELS

TEXAS

SHEET NUMBER

C6.3



UTILITY DETAILS (4 OF 4)

BELL YARD ZIMMERMANN HILL
PREPARED FOR
ASPEN HEIGHTS PARTNERS
CITY OF NEW BRAUNFELS

C6.5

△ CITY COMMENTS	05/04/2023	CAM
REVISIONS	05/04/2023	BY
No.	10101	10101
© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION, SUITE 400, SAN ANTONIO, TX 78216 WATER SYSTEMS ENGINEERING 22080 TELE: 210-476-5899 FAX: 210-476-5899 E-MAIL: KIMLEY-HORN.COM		

Jordan P. Schaefer
JORDAN P. SCHAEFER
REGISTERED ENGINEER
5/1/2023

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.

ENCROACHMENT AGREEMENT

STATE OF TEXAS
\$
COUNTY OF COMAL
\$

This Encroachment Agreement ("Agreement") is made and entered into by and between ENTERPRISE TEXAS PIPELINE 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 BRECKENRIDGE SFR ZIMMERMAN HILL, LLC, a Delaware limited liability company (hereinafter referred to as "Landowner"), whose address is 1301 S. Capital of Texas Hwy, Building B, Suite 201, Austin, Texas 78746, upon the following terms and conditions:

WITNESSETH:

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

Being a certain 17.899-acre tract of land in the John Thompson Survey No. 21 in Comal County, Texas and being further explained in that certain Deed from Crystal Lynn Kindred to Breckenridge SFR Zimmerman Hill, LLC dated March 31, 2023, recorded as Document Number 202306010050 in the Official Public Records of Comal 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 Right-of-Way Deed from Ernst C. Voigt, et al. to United Gas Pipe Line Company dated October 9, 1951, recorded in Volume 97, Page 299 in the Deed Records of Comal County, Texas (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as LID #9122-9028, Adkins Junction North - New Braunfels pipeline ("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 certain improvements on the Property, including without limitation: (i) Ron Road pavement widening with six (6) foot wide sidewalks, (ii) Wild Grass Lane being thirty-five (35) foot wide roadway with five (5) foot wide sidewalks, (iii) a five (5) foot wide sidewalk at the east Property limits, (iv) two (2) twelve (12) inch non-metallic water lines, (v) an eighteen (18) inch non-metallic storm sewer line, (vi) an eight (8) inch non-metallic sanitary sewer line, and (vii) site grade fill as shown on the plans attached hereto as Exhibit A across the Pipeline, which improvements will encroach on the Easement (such improvements, collectively, the "Encroachment");

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Aspen Heights-New Residential Development-Ron Rd and Morningside Dr

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, except to the extent such costs are judicially-determined to directly result from (i) Company's material breach of this Agreement, (ii) the sole gross negligence or willful misconduct of any Indemnified Party. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations, except to the extent such damages result from (a) Company's breach of this Agreement, (b) the gross negligence or willful misconduct of any Indemnified Party, or (c) any act or omission by an Indemnified Party in violation of applicable law. Any sum 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.

15. **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 the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

16. **Removal:** Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in the 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.

17. **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.

18. **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

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Encroachment, and any and all future encroachments require Company's prior review and written consent.

19. **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 thirty (30) days written notice to Landowner unless such breach has been cured prior to the expiration of such thirty (30) day period, provided, that if such breach is not susceptible to cure within such thirty (30)-day period, and Landowner is then utilizing commercially reasonable efforts to cure such breach, such cure period shall be extended for up to sixty (60) additional days to allow Landowner to continue such curative action. 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. 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.

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 or 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.

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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 the Easement, 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.

6. **Street Crossings, Driveways, and other Paved Areas:** Landowner will maintain a minimum of four (4) feet of cover between the top of the Pipeline and the top of the Ron Road and Wild Grass Lane surface(s). Landowner will maintain a minimum of five (5) feet of cover between the top of the Pipeline and the sidewalk surface(s). For rigid road surfaces, Landowner will install expansion joints every ten (10) feet to fifteen (15) feet over the entirety of the Easement. Landowner shall be responsible for all future damage to the roadways and sidewalks including its replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or Easement to perform routine or emergency maintenance.

7. **Underground Pipelines and Utilities:** All underground pipelines and utilities will be installed under the Pipeline via open excavation. Landowner will install the aforementioned utilities in such a way that a minimum vertical separation of twenty-four (24) inches between the bottom of the Pipeline and the top of Landowner's utilities is maintained. In coordination with and at the reasonable discretion of Company's Representative, Landowner shall provide adequate Pipeline support at minimum every fifteen (15) feet of unsupported span when exposing the Pipeline via open excavation. Open trench should allow for safe manmade entry in accordance with OSHA standards. Company reserves the right to inspect and possibly recoat the Pipeline upon exposure. Foreign utilities crossing the Pipeline should include warning tape in accordance with the American Public Works Association (APWA) Uniform Color Code, above the foreign utility, twelve (12) inches below ground and shall extend at least twenty (20) feet each direction measured from the crossing point.

8. **Site Fill:** Excavated material will not be placed over the Pipeline. Area on the natural grade to be filled shall be stripped and shall be free of roots, trash, and other foreign debris. Fill material shall be obtained from excavation areas, borrow pits, or other approved sources. These materials shall free of organics, roots, metals, rocks, and other foreign debris. Placement of fill shall not impede natural overland storm water sheet flow. The fill shall be placed in a manner that allows for positive drainage sheet flow across the Easement and no ponding of storm water.

9. **Heavy Equipment:** Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross

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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. Landowner shall maintain a minimum of three (3) feet of stable soil cover over the top of the Pipeline at locations where construction or maintenance activities will take place over the Pipeline.

10. **Cleanup and Repair:** 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.

11. **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.

12. **No Interference:** Landowner shall at all times use reasonable efforts to 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, reasonably determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all action to the extent reasonably necessary to protect the Easement and Facilities from such adverse condition. In accordance with Section 14, Landowner shall promptly reimburse Company for its reasonable costs actually incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

13. 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 "INDEMNIFIED") 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 REASONABLE 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 PARTY.

14. **Reimbursement:** If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost by that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to

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

(COMPANY)

ENTERPRISE TEXAS PIPELINE LLC

By: 

Kyle L. Webster
Agent and Attorney-in-Fact

Date: 14-6-23

(LANDOWNER)

BRECKENRIDGE SFR ZIMMERMAN HILL, LLC,
a Delaware limited liability company

By: 

Name: Dan Fuchs
Title: Vice President

Date: _____

STATE OF TEXAS

COUNTY OF HARRIS

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

JPS

DATE

5/4/2023

CAM

ABC

JPS

ACKNOWLEDGEMENTS

This instrument was acknowledged before me on this 6 day of April, 2023,

2023, by Kyle L. Webster, Agent and Attorney-in-Fact for Enterprise Texas Pipeline LLC, on behalf of such limited liability company as authorized by its Board of Managers.

(seal)

ALDINA YORK

Notary Public, State of Texas

Comm. Expires: 07-26-2023

Notary ID: 128884404

My Commission Expires: 7-26-2023

(seal)

My Commission Expires: 01-11-2027

Prepared By/Return To:

Enterprise Texas Pipeline LLC

c/o Joe Ortega - Land Department

P.O. Box 4324

Houston, Texas 77010-4324

South Texas-TX150 - Adkins Junction North - New Braunfels

LID #9122-9028 - Tract #0 - (DB#18107)

Aspen Heights-New Residential Development-Ron Rd and Morningside Dr