

Spear Point Engineering, LLC TBPE Firm No. 18904

204 W Montgomery Willis, TX 77378

Engineer's Construction Opinion of Cost Texas Grand Ranch Sec 14 5/26/2020

Item		Unit Unit								
No.	Item Description Quantity Measure Unit Price						Total Cost			
BOND	ING & MOBILIZATION			_		_				
1	TPDES General Storm Water Permit	1	LS	\$	2,500.00	\$	2,500.00			
	Bonding & Mobilization Subtotal:									
PAVIN	G & GRADING									
1	Clearing and grubbing, to include disposal of debris and vegetation	20.9	AC	\$	4,250.00	\$	88,825.00			
2	Preparation of R.O.W. & Easements	20.9	AC	\$	2,000.00	\$	41,800.00			
3	Additional roadway grading	2,700	CY	\$	4.75	\$	12,825.00			
4	TRU-BLN Soil Stabilization Blend	880	TON	\$	120.00	\$	105,600.00			
5	Subgrade Stabilization and Preparation	31,292	SY	\$	1.75	\$	54,761.00			
6	8-inch Base Course	29,315	SY	\$	10.75	\$	315,136.25			
7	2-inch Type D HMAC Paving	27,338	SY	\$	9.90	\$	270,646.20			
8	Street, Stop and Speed Limit Signs	8	EA	\$	500.00	\$	4,000.00			
9	Furnish and install Pavement Markings	1	LS	\$	500.00	\$	500.00			
	Paving & Grading Subtotal:									
TOR	/ SEWER						100000000000000000000000000000000000000			
1	18-inch HDPE Storm Sewer	98	LF	\$	40.00	\$	3,920.00			
2	24-inch HDPE Storm Sewer	110	LF	Ś	45.00	\$	4,950.00			
3	30-inch HDPE Storm Sewer	374	LF	\$	55.00	S	20,570.00			
4	Safety End Treatment for (1) 18-inch Culvert	3	EA	\$	1,800.00	\$	5,400.00			
5	Headwall & Wingwall for (1) 18-inch Culvert	1	EA	\$	2,200.00	\$	2,200.00			
6	Safety End Treatment for (1) 24-inch Culvert	2	EA	\$	2,600.00	\$	5,200.00			
7	Headwall & Wingwall for (2) 24-inch Culvert	2	EΑ	\$	3,200.00	\$	6,400.00			
8	Safety End Treatment for (1) 30-inch Culvert	1	EA	\$	2,700.00	\$	2,700.00			
9	Headwall & Wingwall for (1) 30-inch Culverts	3	EA	\$	2,900.00	\$	8,700.00			
10	Headwall & Wingwall for (3) 30-inch Culverts	4	EA	\$	4,200.00	\$	16,800.00			
11	Drainage Swale	225	LF	\$	5.00	\$	1,125.00			
12	Rip-Rap	1	LS	\$	10,000.00	\$	10,000.00			
	· · · · · · · · · · · · · · · · · · ·		Storn	n Sev	er Subtotal:	\$	87,965.00			
ROSIG	ON CONTROL									
1	Hydromulch Seeding of distrurbed areas	15.3	AC	\$	750.00	Ś	11,438.74			
2	Stabilized Construction Entrance/Exit	2	EA	\$	2,000.00	\$	4,000.00			
3	Reinforced Siltation Fencing	\$	2,000.00							
		2,000	Erosion	\$ Cont	1.00	Ś	17,438.74			
OTAL	S					Ť	,			
				GF	AND TOTAL:	Ś	1,001,997.19			

NOTE: Estimate is based on unapproved construction plans and subject to change. The prices included in this estimate are current as of the estimate date. Actual bid prices will differ from the estimate.







Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): I Texas Grand Ranch, LLC	SURETY (Name and Address of Principal Place of Business):	
183 Water Street, Williamstown, MA 01267 OWNER (Name and Address):	International Fidelity Insurance Company	
Walker County Judge and/or successors or assigns	One Newark Center	
1313 University Avenue, Huntsville, TX 77340 CONTRACT Date: June 1, 2020	Newark, NJ 07102-5207	
	nousand Nine Hundred Ninety Seven Dollars and 19/100 it 14 Street and Drainage Facilities	
Modifications to this Bond Form: Surety and Contractor, intending to be legally bound hereby, s	ousand Nine Hundred Ninety Seven Dollars and 19/100	use this
Performance Bond to be duly executed on its behalf by its authorise	orized officer, agent, or representative.	
CONTRACTOR AS PRINCIPAL Company: I Texas Grand Ranch, LLC	SURETY	
Signature: (Seal) Name and Title: The new Carda	International Fidelity Insurance Company Surety's Name and Companie Seal	(Seal)
Officer of Patter Special Aver use its Manager (Space is provided below for signatures of additional	By: Signature and Title Deron K. Treadwell (Attach Power of Attorney) Attorney-in-Fact	
parties, if required.)	Attest: Signature and Title Eric R. Toothaker	
CONTRACTOR AS PRINCIPAL Company:	SURETY	
Signature:(Seal) Name and Title:	Surety's Name and Corporate Seal	(Seal)
	By: Signature and Title (Attach Power of Attorney)	
	Attest: Signature and Title:	
ICDC No. C-610 (2002 Edition) riginally prepared through the joint efforts of the Surety Association of a intractors of America, and the American Institute of Architects.	America, Engineers Joint Contract Documents Committee, the Associated	General
	00610-0	

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
- 2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
- 3. If there is no Owner Default, Surety's obligation under this Bond shall prise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to orrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract;
 - Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
- 4. When Owner has satisfied the conditions of Paragraph 1, Surery shall promptly and at Surery's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - Deny liability in whole or in part and notify Owner citing reasons therefor.
- 5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

- 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Pamgraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract:
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.
- 7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party)

> Cross Surety, Inc. 485 Main Street Lewiston, ME 04240

207-786-6750

0763083

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows. Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTINE E. WATSON, BLAIR E. TORELLI, ROYCE M. CROSS, MICHELLE V. ORLANDO, MICHAEL A. VINER, DERON K. TREADWELL

Lewiston, ME

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Altorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018,

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of altorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed,"

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

SEAL SEAL STATE OF THE SEAL ST

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS
County of Cook

AL INSUA

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies: that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A Outley a Notary Public of New Jersey 6 My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavil, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. June 1, 2020

Chewe Harlin

I Texas Grand Ranch, LLC

SECTION 14 DEVELOPMENT DOCUMENTS

RESTRUCTOR AND	Activities and the second			Ser 1, 2001, 2000	Section 1
DOC	INACA	177	CH	ECVI	ICT
	JIVIEN			CL.NI	

DELIVERING TO COUNTY

UNIT 14 PERFORMANCE BOND STREET AND DRAINAGE #0763083

ROLLBACK TAX CERT

Tresurer WALKER DEV

On ______ 2020 all documents mentioned above were delivered by Debra Burkhalter and received by Amy kin with Walker County.

WALKER COUNTY
AMY KLAW LASKE

RECEIVED JUN 0 2 2020

WALKER COUNTY TREASURER

VARIANCE REQUEST FORM **FOR** WALKER COUNTY SUBDIVISION POLICY

To:

Utility Director
Walker County
1100 University Ave. Rm. 207
Huntsville, Texas 77340
f Submission:
of Property Owner:
Hassell James C.
LAST FIRST MI
cription of lot or tract of land for which variance is requested:
1) Survey and abstract:
John Saddler Survey
Abstract No. 45
2) Name on Deed: James C. Hassell
3) County Records:
Volume 1332
Page 237
4) Previous owner Name and Recording:
Name Raymond and Henry Johnson
Volume 1332
Page 237
5) Tax Number:
6) If in a subdivision or being subdivided, give name of subdivision: Waverly Estates

	7) Date lot or tract was created: 6-20-2018
	8) Name of person causing lot or tract to be created (Owner, developer or other): James C. Hassell
	9) Name and address of lienholder of property(if none, so state): Citizens State Bank
	P. O. Box 518 Somerville, Texas 778r8
	10) Give: Section Exhibit C-1 Page 30 Paragraph of the subdivision document for which variance is requested.
II. Vari	ance requested and reason.
	1) Describe what variance is desired (Add additional pages if needed):
	A variance in the 2% streetway cross slope. Exhibit C-1
	2) Give reason why your are unable to comply with the Walker County Subdivision Policy as shown. Normal cost of creating and complying with the Walker County Subdivision Policy is not necessarily an acceptable reason. (Add additional pages if needed):
	Requesting a flat cross slope at Temple Lane and Luther Dean Lane to prevent putting in road side ditches to the inlets.
	9.

WCFM-10 Signature of Applicant James C. Hassell Print name Subscribed and sworn before me this 5 day of February, 2020 Exp. Date

If the lot or tract in question was created (divided) before January 1, 1996, complete the above Section I and II only.

If the lot or tract was created after January 19, 1996, have the previous owner or seller of the land complete and execute section III of this form.

III. To be completed by previous owner or seller of land for which variance is requested:

STEPHANIE BURZYNSKI Notary ID #12657852-2 My Commission Expires July 02, 2020

1) Name:		
LAST	FIRST	MI
2) If a person other than you is red Are you related to the per variance?		
If "Yes", how?		
3) Were you familiar with the Wa when this lot or tract was created?	· ·	on Policy

4) Are you now familiar with the Walker County Subdivision Policy?

Government Code which	of Section 232.001 - 232.005 of the Local h states that dividing my property into smaller a subdivider and my property as a subdivision
I am aware that as a sub County Subdivision Poli	divider, I am required to comply with the Walk cy.
I am aware that failure to penalties.	o comply with the policy may make me subject
	o comply with the policy will mean that the o obtain a permit for utilities and building.
	Signature of Prior Property Owner or seller
	James C. Hassell
	Print Name
	Subscribed and sworn before me this day of
	NOTARY PUBLIC
	Exp. Date
ommissioners Court action	on Subdivision Variance Request:
1) Date of Action:	

Yes or No

3) Approved with	3) Approved with the following stipulation:								
	Signature Walker County Judge								
	Attested:								
	Walker County Clerk								

WCFM-10 approved 10-16-97

March 6, 2020

Mr. Andrew Isbell Walker County 1313 University Avenue Huntsville, TX 77340

Re: Variance Request

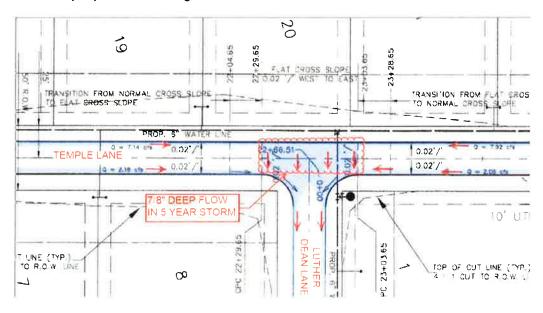
Waverly Place Section 1 (90500-211)

Walker County

Mr. Isbell:

We reviewed a variance request for Waverly Place Section 1. The developer requests Walker County waive the 2% street cross slope requirement on Temple Lane at the intersection of Luther Dean Lane (Subdivision Regulations Exhibit C-1).

The current design transitions from a crowned street section to a super-elevated street section to allow storm water to cross Temple Lane and flow down Luther Dean Lane. In general, street cross drainage is a hazard to traffic, and inlets are typically placed at intersections to eliminate the traffic hazard. Therefore, the applicant provided an engineer's signed and sealed letter to support this request. The engineer calculated a 7/8-inch flow depth across the street during a 5-year storm event. Subdivision Regulations requires cross-street drainage to be designed for a 10-year storm event. The design engineer did not provide the flow depth for the larger storm events, but we can expect the flow depth to increase as the storm intensity increases. The design engineer states these conditions, "will not create or cause a hazard to vehicular traffic operating in a lawful manner." Below is an edited excerpt from the construction plans that show the proposed drainage.



Conroe

Bryan

bleylengineering.com

Austin

Houston

The blue shaded area represents the concentrated flow of storm water, and the red arrow indicates the typical direction the concentrated storm water travels.

It is our opinion that the street cross drainage will negatively impact vehicle traction and potentially increase wet-pavement collisions. In addition, the flow of water over the center joint may reduce the life of the pavement and increase maintenance. It is standard engineering practice to place inlets at intersections. Per the American Society of Civil Engineers publication, Design and Construction of Urban Stormwater Management Systems, "inlets are normally required at intersections to intercept 100% of the runoff. This is necessary to prevent street cross flow, which could cause a traffic hazard. Inlets should generally be placed on tangent curb sections and near corners." Because this a curb and gutter street section, we consider it an urban street design. Therefore, it should be designed as such.

In addition, Walker County Subdivision Regulation 6.1 states that streets shall not be used as drainage courses, and drainage in streets shall be taken to a defined drainage course as directly as possible. In this location, the flow travels approximately 2,250 feet in the street's gutter before it enters an inlet. Walker County's Draft Subdivision Regulations limits gutter flow to 400 feet. Therefore, the flow is not being taken directly to a drainage course, and the length of gutter flow is far greater than what is deemed acceptable. Approximately 450 feet downstream of the intersection is a cross culvert and drainage way. There is a potential to place inlets at the intersection of Temple Lane and Luther Dean Lane and pipe the stormwater about 450 feet to the downstream cross culvert. This scenario will remove the cross-street flow, reduce the depth and volume of water flowing in the gutters, and reduce the length of gutter flow. We would have no objection to the addition of properly designed inlets and storm sewer pipe at this intersection.

Please contact me at (936) 441-7833 or sdeloss@bleylengineering.com if you have questions or require additional information.

Sincerely,

Steffanie M. DeLoss Sr. Project Manager Bleyl Engineering

RONALD A. YOUNG, P.E. 802 TRAIL LAKE DRIVE EULESS, TX 76039

817-875-5478 FIRM NO. F-16072

February 24, 2020

Mr. Andrew Isbell Planning Director Walker County, Texas 1313 University Avenue Huntsville, Texas 77340

RE: Variance Request
Waverly Place Section One (90500-211)
Walker County, Texas

Dear Mr. Isbell:

The owner of the subject property submitted a variance request for that property to waive the 2% street cross slope requirement on proposed Temple Lane at the intersection of proposed Luther Dean Lane. The proposed street design at this location transitions from a crowned street section to a "superelevated" section or simply a flat 2% cross slope from the east curb line to the west curb line. This proposed design will allow storm water runoff from the west curb line of proposed Temple Lane to flow across proposed Temple Lane to the north and south curb lines of proposed Luther Dean Lane.

The proposed roadway design for Temple Lane provides a 0.7% longitudinal grade on each curb line north of Luther Dean Lane and an approximate grade of 1.8% south of Luther Dean Lane (the profile is in a vertical curve at this location). The tangent grade from the south is 3.567%. The departing grades on Luther Dean Lane from Temple Lane to the east are 1.68% on the north curb line and 1.589% on the south curb line.

The calculate gutter capacity for Temple Lane a 0.7% grade is 9.2 cubic feet per second (cfs) and 15.4 cfs for a 1.8% grade. The calculated gutter capacity for the north curb of Luther Dean Lane is 14.9 cfs at a 1.68% grade and the south curb is 14.5 cfs at a 1.589% grade.

The calculated 5-year flow in the west gutter of Temple Lane north of Luther Dean Lane is 7.92 cfs while the calculated 5-year flow in the east gutter is 2.06 cfs. The calculated 5-year flow in the west gutter south of Luther Dean Lane is 7.14 cfs while the calculated 5-year flow in the east gutter of Temple Lane south of Luther Dean Lane is 2.19 cfs.

The 5-year flow in the west gutter of Temple Lane using the proposed street grade will drain across Temple Lane in a sheet flow condition to enter the north and south gutters of Luther Dean Lane. The gutter flows from the west curb line of Temple Lane flowing from west to east on a cross slope of 2% will have a depth of flow of approximately 0.075' or approximately 7/8". This depth of flow for the 2% cross slope provides a flow capacity of 7.97 cfs which is sufficient to handle the 7.92 cfs from the north along Temple Lane and the 7.14 cfs from the south along Temple Lane.

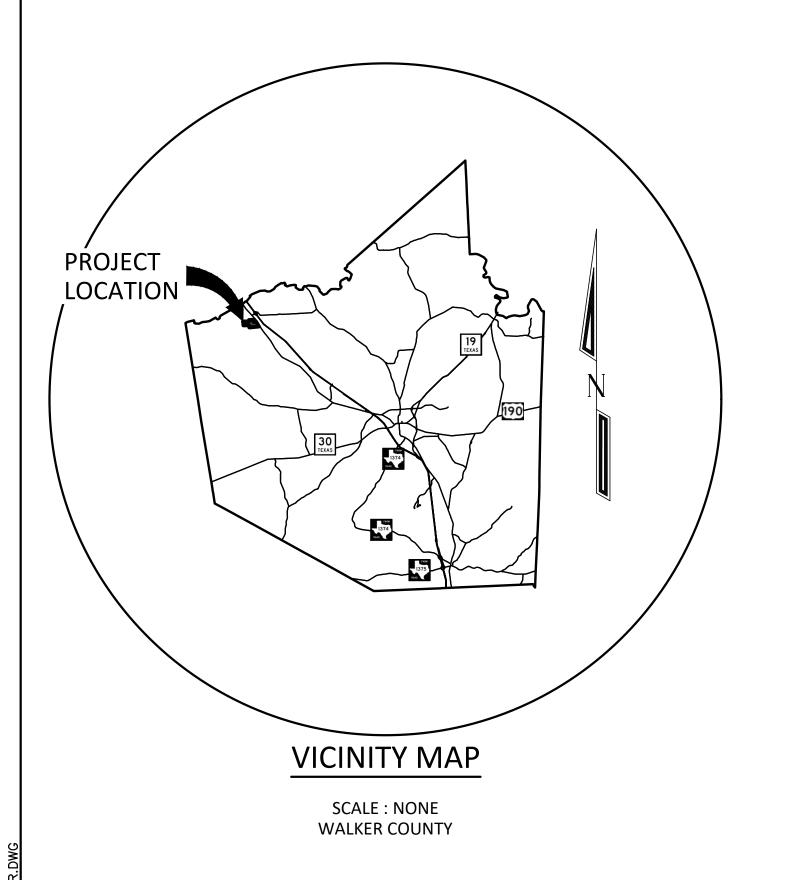
In my opinion, the conditions outlined above will not create or cause a hazard to vehicular traffic operating in a lawful manner. On behalf of the owner, I request approval of the variance request to allow a 2% cross slope from the east curb line to the west curb line of proposed Temple Lane at the intersection with proposed Luther Dean Lane.

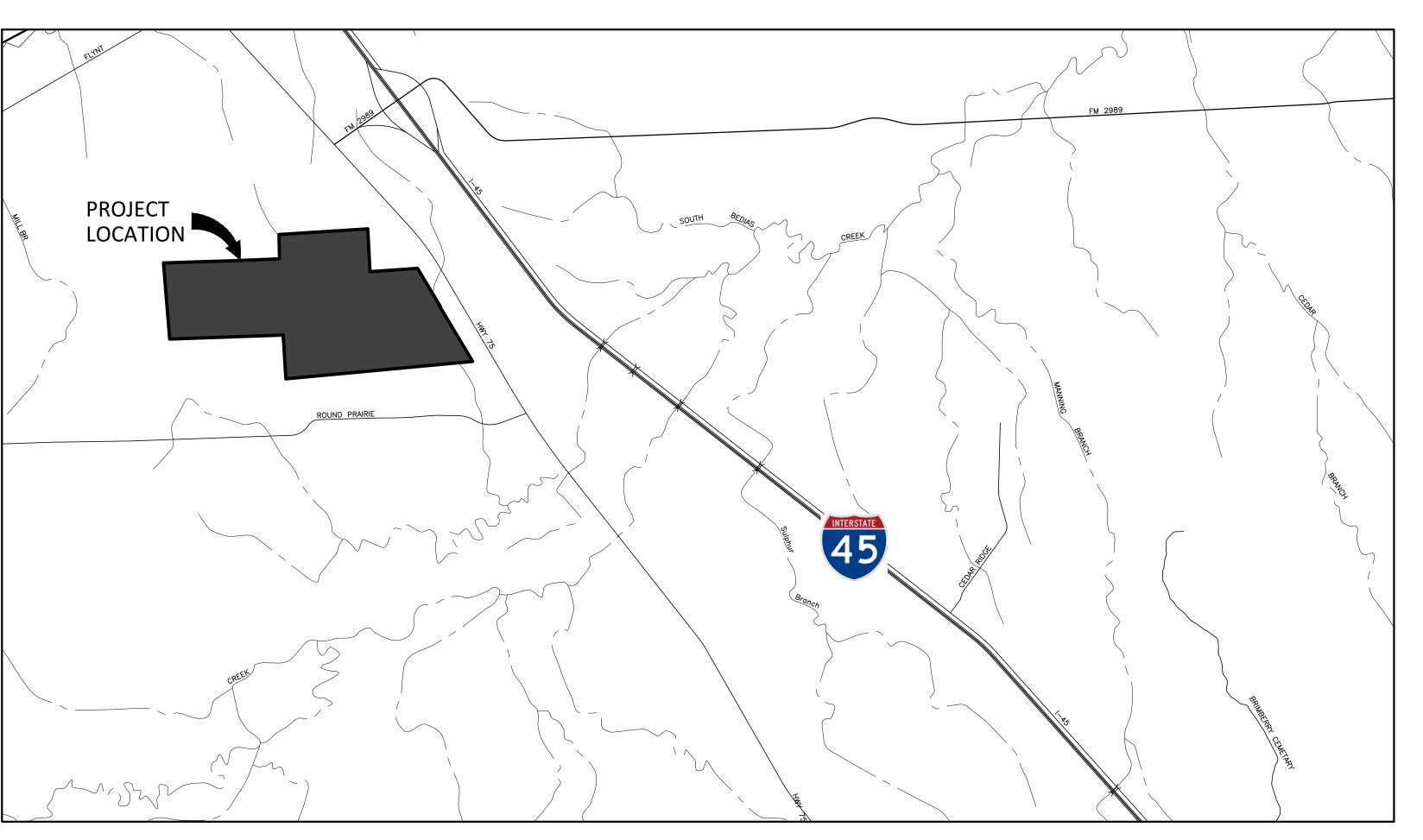
Sincerely,

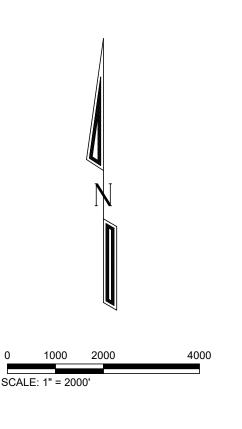
Ronald A. Young, P.E.

2/24/2020

CONSTRUCTION DRAWINGS FOR LEGACY ESTATES PAVING AND DRAINAGE WALKER COUNTY, TEXAS JANUARY 2020







	Sheet List Table
SHEET NUMBER	SHEET TITLE
1	COVER
2	CONSTRUCTION NOTES
3	SURVEY AND CONTROL
4	OVERALL
5	DRAINAGE PLAN
6	DRAINAGE CALCULATIONS
7	WEST VIEW DRIVE STA 0+00 TO 8+00
8	WEST VIEW DRIVE STA 8+00 TO 16+00
9	WEST VIEW DRIVE STA 16+00 TO 24+00
10	WEST VIEW DRIVE STA 24+00 TO 32+00
11	WEST VIEW DRIVE STA 32+00 TO 39+60
12	WEST VIEW DRIVE STA 39+60 TO 48+00
13	WEST VIEW DRIVE STA 48+00 TO END
14	TEMPORARY EROSION CONTROL PLAN
15	TEMPORARY EROSION CONTROL DETAILS
16	PAVING DETAILS
17	STORM DETAILS

FLOOD PLAIN: THIS PROJECT DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN IN ACCORDANCE WITH FEMA COMMUNITY MAP PANEL NO. 48471C0200D, WALKER COUNTY, TEXAS. EFFECTIVE DATE AUGUST 16, 2011.

CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS, AND CONFIRM POINTS OF CONNECTIONS TO EXISTING IMPROVEMENTS, INCLUDING CONFIRMATION OF ELEVATIONS AND GRADES OF EXISTING FACILITIES AND UTILITIES PRIOR TO STARTING ANY GRADING, PAVING OR UTILITY INSTALLATION. VERIFICATION OF LOCATIONS AND FUNCTIONS OF EACH EXISTING STRUCTURE OR SYSTEM AND ALL EXISTING UTILITY GRADES AND INVERT ELEVATIONS IS THE CONTRACTOR'S RESPONSIBILITY. NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. ANY CONFLICTS OR ERRORS BETWEEN EXISTING FIELD CONDITIONS AND ENGINEERING PLANS MUST BE RESOLVED PRIOR TO STARTING EXCAVATION OR SETTING ANY GRAVITY SEWER (STORM OR SANITARY) AND APPURTENANCES.

THIS SET OF PLANS WAS PREPARED UNDER THE DIRECTION OF GREGORY M. STRUBE P.E., SEAL No.103290 ON JANUARY 113, 2020. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM ||REVIEW ONLY AND NOT TO BE USED FOR CONSTRUCTION.

DESIGN: GREG M. STRUBE, PE CAD: SGK RVW: RVW PROJECT NO: 12529 SHEET: 1

OF: **17**

BLEYL ENGINEERING

- Bleyl Engineering -

CONTRACTOR SHALL USE CAUTION DURING CONSTRUCTION IN THE VICINITY OF LL OVERHEAD ELECTRIC. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS IN REGARDS TO CLEARANCES AND CONSTRUCTION CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS, AND CONFIRM ONFIRMATION OF ELEVATIONS AND GRADES OF EXISTING FACILITIES AND TILITIES PRIOR TO STARTING ANY GRADING, PAVING OR UTILITY INSTALLATION. VERIFICATION OF LOCATIONS AND FUNCTIONS OF EACH EXISTING STRUCTURE R SYSTEM AND ALL EXISTING UTILITY GRADES AND INVERT ELEVATIONS IS THE CONTRACTOR'S RESPONSIBILITY. NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. ANY CONFLICTS OR ERRORS BETWEEN EXISTING TIELD CONDITIONS AND ENGINEERING PLANS MUST BE RESOLVED PRIOR TO STARTING EXCAVATION OR SETTING ANY GRAVITY SEWER (STORM OR SANITARY) THE DESIGN OF THE PROJECT WILL HAVE NO NEGATIVE EFFECT ON THIS DEVELOPMENT OR ON THE SURFACE WATER ELEVATION AND/OR THE A) IMPEDE THE NATURAL FLOW OF SURFACE WATERS FROM HIGHER B) ALTER THE NATURAL FLOW OF SURFACE WATERS SO AS TO DISCHARGE THEM UPON ADJACENT PROPERTIES AT A MORE RAPID RATE, IN GREATER QUANTITIES OR IN A DIFFERENT LOCATION THAN WOULD RESULT FROM) COLLECT OR CONCENTRATE THE FLOW OF SURFACE WATERS FOR DISCHARGE INTO AN EXISTING NATURAL OR ARTIFICIAL DRAINAGE WAY IN A MANNER WHICH EXCEEDS THE CAPACITY OF THE RECEIVING WATER THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STANDARD DETAILS REVISIONS TO THESE ENGINEERING PLANS MUST BE AUTHORIZED BY BLEYL ENGINEERING PRIOR TO CONSTRUCTION. BLEYL ENGINEERING — (936) NOTIFY BLEYL ENGINEERING (936-441-7833) AND ALL OTHER NOTIFY ALL APPROPRIATE UTILITY COMPANIES 48 HOURS PRIOR TO ANY NOTIFY THE ENGINEER AND ALL PERTINENT AGENCIES OF ALL DESIRED FIELD CHANGES. THE ENGINEER'S APPROVAL MAY BE REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY AND SAFETY PROVISIONS REQUIRED TO PROTECT INDIVIDUALS, EQUIPMENT, MATERIALS AND WORKMANSHIP NECESSARY FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES DURING AND AFTER WORKING THE CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY APPARENT OR SPECIAL NEEDS TO COMPLETE THE SCOPE OF WORK INCLUDED IN THIS PROJECT. THESE MAY INCLUDE THE NEED FOR OWNER PROVIDED SERVICES ACCURATE RECORDS SHOWING THE INSTALLED LOCATIONS OF ALL THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MAINTAIN ACCESS DURIN THE CONSTRUCTION PERIOD. SCHEDULING OF ACTIVITIES SHOULD EMPHASIZE ACCESSIBILITY TO THE PROJECT SITE. EXTENDED PERIODS OF RESTRICTED THE CONTRACTOR SHALL PROTECT EXISTING MONUMENTS, YARDS, PRIVATE UTILITIES, DRIVES, CURBS, MAIL BOXES, SIGNS, IMPROVEMENTS, CULVERTS, AND OWNER'S FACILITIES FROM DAMAGE DURING CONSTRUCTION. DAMAGE DONE TO THESE ITEMS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL MOVE AND REPLACE SUCH MOVABLE ITEMS AS MAIL BOXES, TRAFFIC CONTROL, BUSINESS SIGNS, AND STREET SIGNS AS NECESSARY FOR CONSTRUCTION. FENCES OR STRUCTURES WHICH REQUIRE DISMANTLING OR REMOVAL SHALL BE RECONSTRUCTED OR REPLACED TO AT THE END OF ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL RESTORE EXISTING FACILITY (I.E. PROPERTY) EQUAL TO OR BETTER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. CLEAN-UP ACTIVITIES THE CONTRACTOR SHALL TAKE SPECIAL CARE TO ENSURE THAT SURFACE THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND THIS SHALL INCLUDE ANY EROSION CONTROL MEASURES AND RE-GRADING NECESSARY TO ACHIEVE THE LINES AND GRADES SET FORTH BY THESE 2. SIGNING, BARRICADING AND LIGHTING FOR CONSTRUCTION WITHIN HIGHWAY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND OTHER APPLICABLE STATE OR LOCAL STANDARDS. SIGNS, BARRICADES AND LIGHTS SHALL BE KEPT CLEAN. OPERATIONAL AND PROPERLY POSITIONED TO . ALL TESTING PROCEDURES USED ON THIS PROJECT SHALL CONFORM TO THE TXDOT, TCEQ, AWWA, NSF OR APPLICABLE STANDARDS. THE TESTING EXPENSE SHALL BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE THE CONTRACTOR SHOULD BE AWARE THAT THERE ARE OVERHEAD AND UNDERGROUND ELECTRICAL. TELEPHONE, ETC. LINES WITHIN THE PROJECT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL EXERCISE CARE AROUND THESE LINES TO PREVENT DAMAGE TO LINES AND INJURY TO THE PERSONNEL. ANY DAMAGE SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE Z . THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WITH FACILITIES IN CONSTRUCTION ACTIVITIES IN THE RESPECTIVE WORK AREAS. ADEQUATE PROVISIONS FOR PROTECTING EXISTING FACILITIES SHOULD BE EMPLOYED. . ALL UNDERGROUND UTILITY LINES, SIZES, AND MATERIAL TYPES SHOWN ON THE PLANS ARE FOR THE PURPOSE OF MAKING THE CONTRACTOR AWARE THAT THEY EXIST. NEITHER THE OWNER, NOR THE ENGINEER GUARANTEES THE ACCURACY THEREOF, ALSO, THE LOCATIONS OF SOME EXISTING UTILIT LINES ARE NOT KNOWN AND THE CONTRACTOR SHALL VERIFY THE LOCATION SIZE AND MATERIAL TYPES OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE FINAL ALIGNMENT OF THE PROPOSED MAIN LINES ARE SUBJECT TO MODIFICATION PENDING THE ESTABLISHMENT OF THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF CROSSING" TO DETERMINE IF CONFLICTS EXIST BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS. . THE LATEST TCEQ REGULATIONS MUST BE FOLLOWED FOR CROSSINGS OF SANITARY SEWER MAINS AND WATER MAINS. IT IS THE INTENT THAT THE MOST ECONOMICALLY ACCEPTABLE ALTERNATIVE BE ELECTED. ACCORDINGLY FIELD VERIFICATION OF EXISTING UTILITY GRADES IS IMPERATIVE. OBSERVATION AND ACCEPTANCE BY THE OWNER OR ENGINEER. THE CONTRACTOR SHALL CONTACT THE OWNER BY 4:00 P.M. REGARDING THE). CONNECTIONS TO EXISTING LINES SHALL INCLUDE ALL REQUIRED FITTINGS, MATERIALS REQUIRED TO MAKE A SUCCESSFUL TIE IN MEETING ALL . THE LOADING AND UNLOADING OF ALL MATERIALS AND EQUIPMENT SHALL THIS SET OF PLANS WAS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO PREPARED UNDER THE THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE DIRECTION OF GREGORY M. STRUBE P.E., SEAL . ALL MATERIALS AND EQUIPMENT SHALL BE BOTH FURNISHED AND INSTALLED No.103290 ON JANUARY 3, 2020. THIS DOCUMENT 3. CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY AND NOT TO BE USED FOR CONSTRUCTION. DESIGN: GREG M. STRUBE, PE CAD: SGK RVW: RVW

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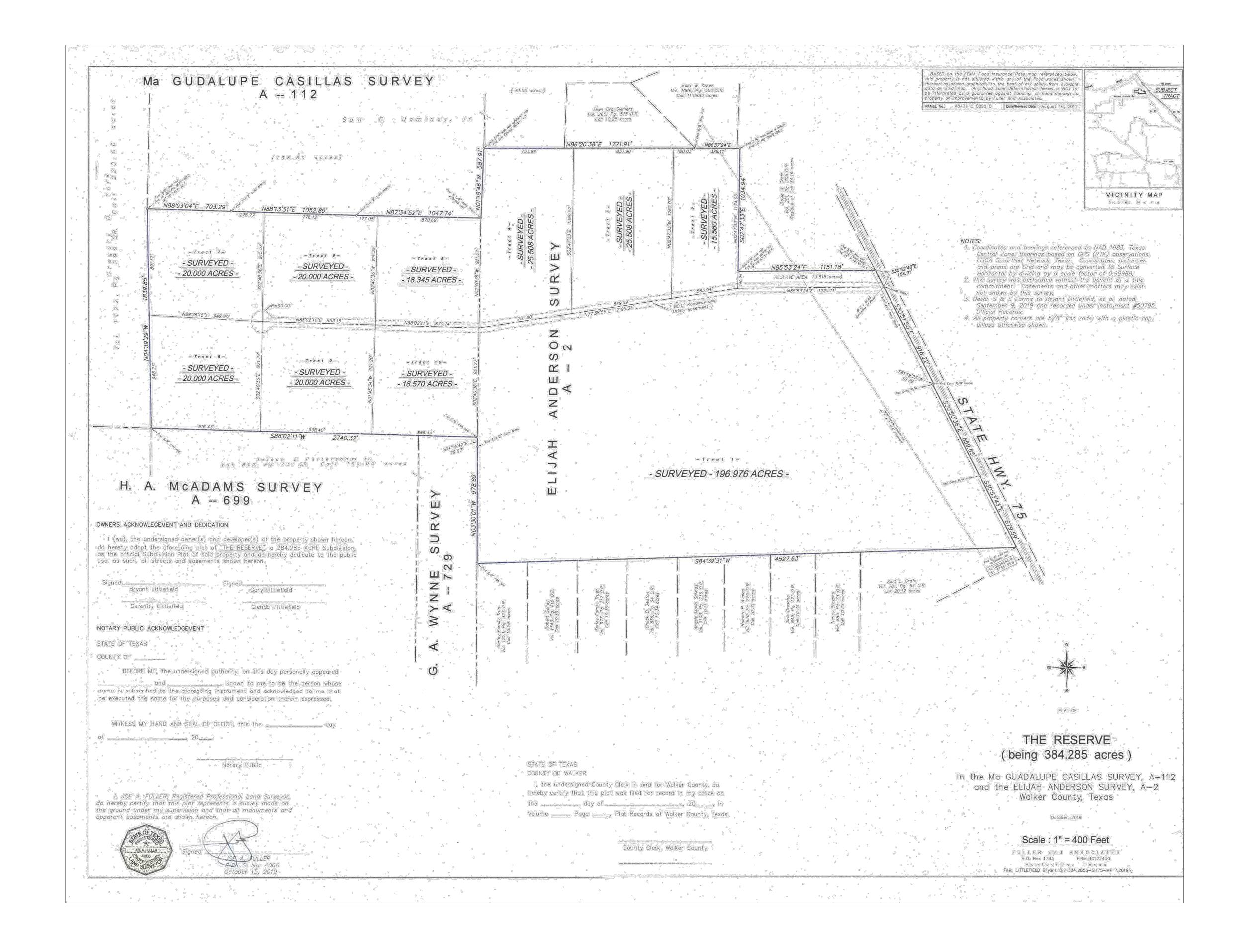
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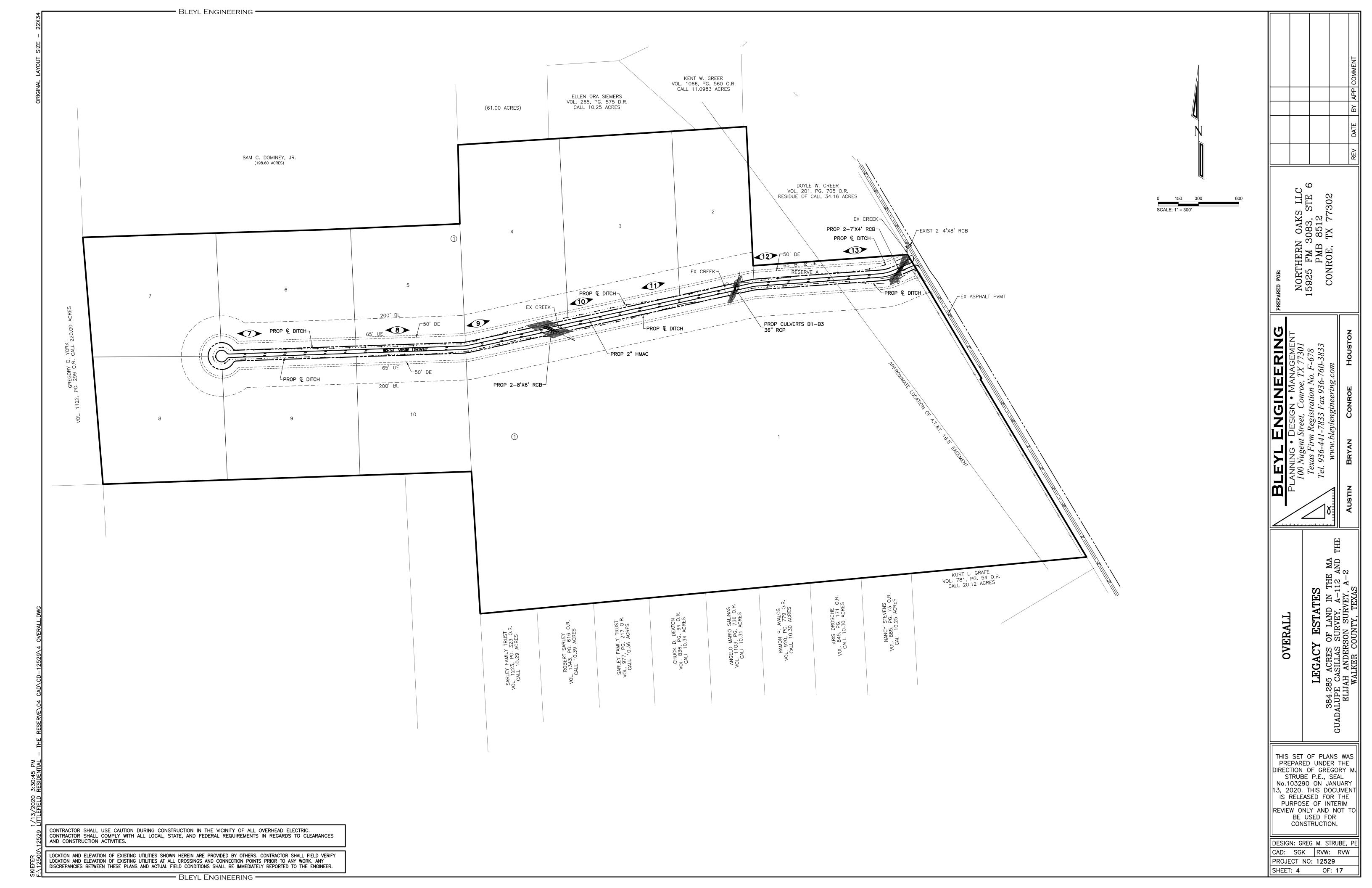
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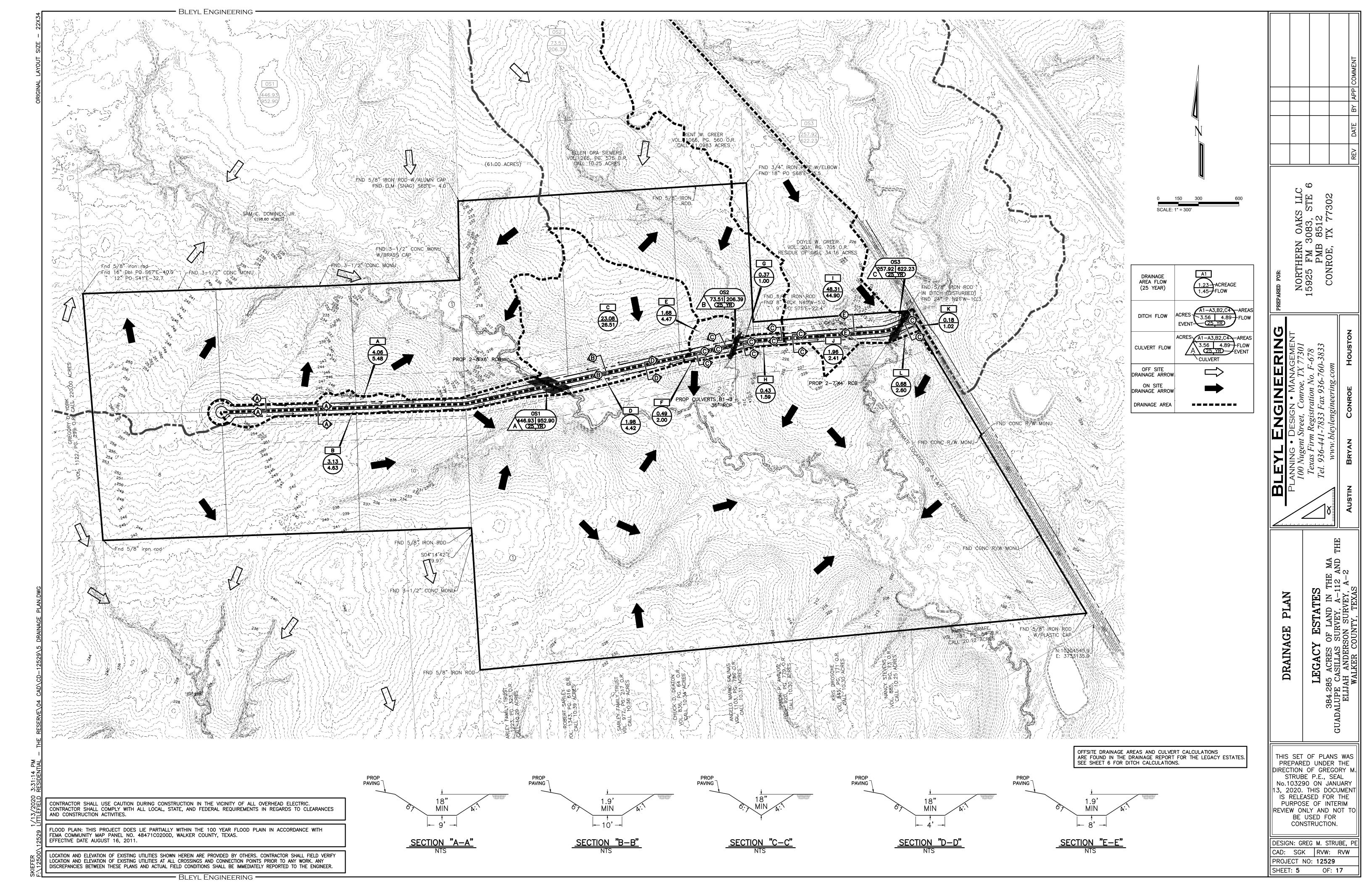
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Drainag	ge Areas	-	Runoff C	Coefficients			Tc		Rational	Flowrate	
Diame,		Individu	al Runoff Co	efficient							
Drainage Area	Area	WOODLANDS [0.30]	PASTURE [0.35]	ROADWAY [0.95]	Composite "c"	Cumulative CA	Design T _c	25-yr Intensity	25-yr Flow, Q	100-yr Intensity	100-yr Flow, Q
ID	ac	ac	ac	ac	"c"	ac	min	in/hr	cfs	in/hr	cfs
Α	4.06	0.00	3.12	0.94	0.49	1.99	10.00	2.51	5.48	3.23	8.01
В	3.13	0.00	2.26	0.87	0.52	1.62	10.00	2.60	4.63	3.33	6.73
С	23.08	23.08	0.00	0.00	0.30	6.92	44.63	3.48	26.51	4.37	37.82
D	1.98	0.00	1.63	0.35	0.46	0.90	10.00	4.45	4.42	5.57	6.29
E	1.68	1.68	0.00	0.00	0.30	0.50	11.61	8.06	4.47	10.11	6.37
F	0.49	0.00	0.37	0.12	0.50	0.24	10.00	7.46	2.00	9.34	2.84
G	0.37	0.37	0.00	0.00	0.30	0.11	10.00	8.20	1.00	10.30	1.43
Н	0.43	0.00	0.30	0.13	0.53	0.23	10.00	6.33	1.59	7.91	2.26
1	48.31	3.62	44.69	0.00	0.35	16.73	93.67	2.44	44.90	3.15	65.86
J	1.96	1.96	0.00	0.00	0.30	0.59	35.31	3.73	2.41	4.68	3.44
K	0.18	0.00	0.11	0.07	0.58	0.11	10.00	8.82	1.02	11.10	1.46
L	0.68	0.00	0.53	0.15	0.48	0.33	10.00	7.21	2.60	9.02	3.70

DITCH SUMMARY TABLE

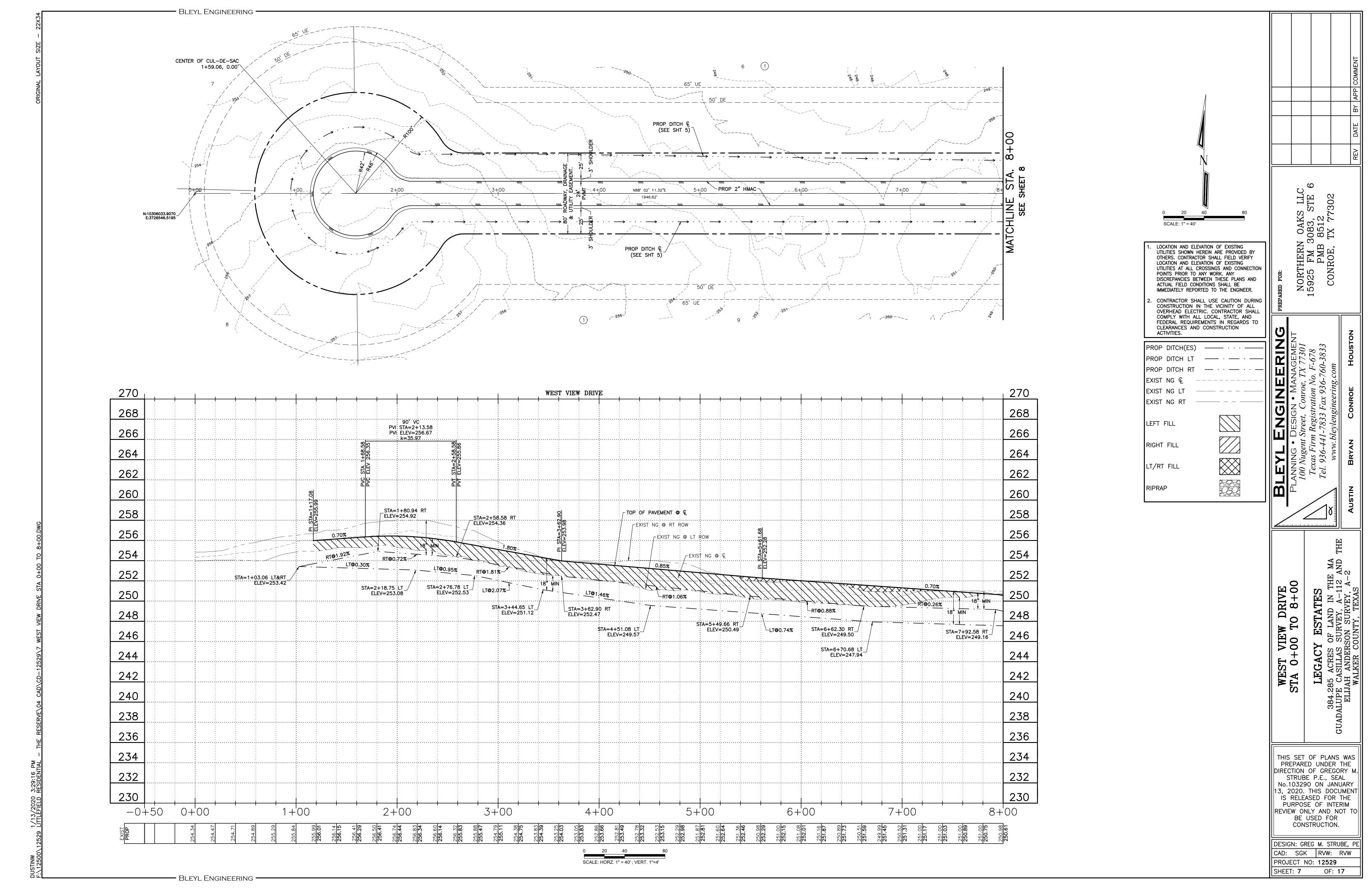
	Ditch Flow Calculations [Cumulative Drainage Area]							Ditch Characteristics [Variable Inputs]						Capacity Calculations [Shallowest Slope of Reach]				Velocity Calculations [Steepest Slope of Reach]							
Ditch ID	Ditch Drainage Area	Rational Method Coefficient	Pipe C*A	Ditch Time of Concentration (minimum of 10 minutes)	Rainfall Event	Ditch Intensity	Rational Method Ditch Flow	Mannings 'n'	Left Side Slope (##:1)	Right Side Slope (##:1)	Bottom Width	Ditch Length	Ditch Slope (Lowest)	Ditch Slope (Highest)	Flow Depth	Cross Sectional Area	Wetted Perimeter	Hydraulic Radius	Design Flow	Flow Depth	Cross Sectional Area	Wetted Perimeter	Hydraulic Radius	Max Velocity [from steepest slope]	
ID	ac.	С	CA	min.		in./hr.	cfs	n	ft.	ft.	ft.	ft.	%	%	ft.	sq. ft.	ft.	ft.	cfs	ft.	sq. ft.	ft.	ft.	ft./sec.	
REACH A	4.06	0.49	1.985	10.00	25-year	9.92	21.67	0.04	6.0	4.0	9.0	2700	0.30%	6.54%	0.97	13.36	18.86	0.71	21.67	0.42	4.60	13.24	0.35	4.71	
REACH B	3.13	0.52	1.6175	10.00	25-year	9.92	17.66	0.04	6.0	4.0	9.0	2555	0.20%	6.61%	0.97	13.34	18.85	0.71	17.66	0.37	4.00	12.76	0.31	4.42	
REACH C	23.08	0.30	6.924	44.63	25-year	4.49	34.20	0.04	6.0	4.0	10.0	1045	0.20%	2.84%	1.31	21.61	23.34	0.93	34.20	0.64	8.50	16.56	0.51	4.02	
REACH D	1.98	0.46	0.903	10.00	25-year	9.92	9.86	0.04	6.0	4.0	4.0	911	0.20%	3.71%	0.95	8.27	13.66	0.61	9.86	0.46	2.87	8.66	0.33	3.44	
REACH E	1.68	0.30	0.504	11.61	25-year	9.31	5.16	0.04	6.0	4.0	0.0	380	0.20%	5.58%	1.00	4.99	10.20	0.49	5.16	0.54	1.43	5.46	0.26	3.60	
REACH F	0.49	0.50	0.2435	10.00	25-year	9.92	2.66	0.04	6.0	4.0	0.0	393	0.20%	5.25%	0.78	3.03	7.95	0.38	2.66	0.42	0.89	4.31	0.21	2.98	
REACH G	0.37	0.30	0.111	10.00	25-year	9.92	1.21	0.04	6.0	4.0	0.0	329	0.24%	14.98%	0.56	1.57	5.72	0.27	1.21	0.26	0.33	2.64	0.13	3.63	
REACH H	0.43	0.53	0.2285	10.00	25-year	9.92	2.49	0.04	6.0	4.0	0.0	365	0.48%	6.23%	0.65	2.08	6.59	0.32	2.49	0.40	0.80	4.07	0.20	3.13	
REACH I	48.31	0.35	16.7275	93.67	25-year	2.76	50.79	0.04	6.0	4.0	8.0	882	0.60%	3.60%	1.31	19.01	21.35	0.89	50.79	0.82	10.00	16.42	0.61	5.08	
REACH J	1.96	0.30	0.588	35.31	25-year	5.19	3.35	0.04	6.0	4.0	0.0	870	0.20%	6.15%	0.85	3.61	8.67	0.42	3.35	0.45	1.00	4.56	0.22	3.36	
REACH K	0.18	0.58	0.105	10.00	25-year	9.92	1.15	0.04	6.0	4.0	0.0	107	0.20%	8.15%	0.57	1.61	5.80	0.28	1.15	0.28	0.40	2.89	0.14	2.85	
REACH L	0.68	0.48	0.328	10.00	25-year	9.92	3.58	0.04	6.0	4.0	0.0	429	0.20%	3.66%	0.87	3.79	8.89	0.43	3.58	0.50	1.27	5.15	0.25	2.81	

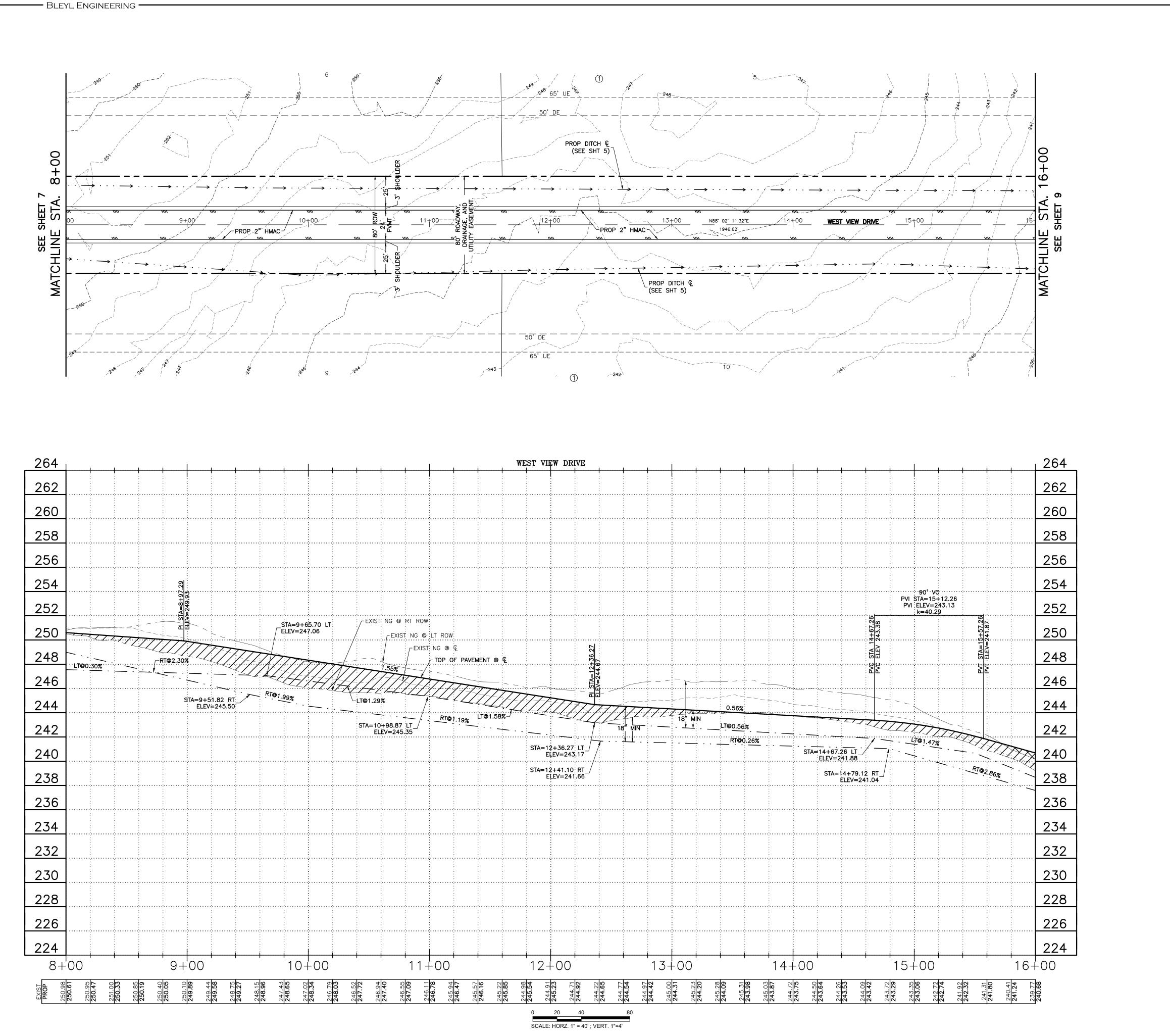
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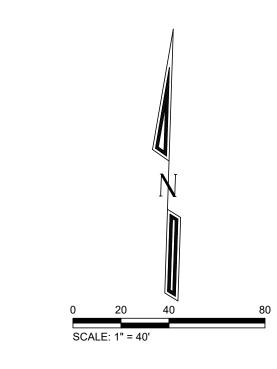
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THIS SET OF PLANS WAS
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STRUBE P.E., SEAL
No.103290 ON JANUARY
13, 2020. THIS DOCUMENT
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DESIGN: GREG M. STRUBE, PE CAD: SGK RVW: RVW PROJECT NO: 12529 SHEET: 6 OF: 17







LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN HEREIN ARE PROVIDED BY OTHERS. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AT ALL CROSSINGS AND CONNECTION POINTS PRIOR TO ANY WORK. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER.

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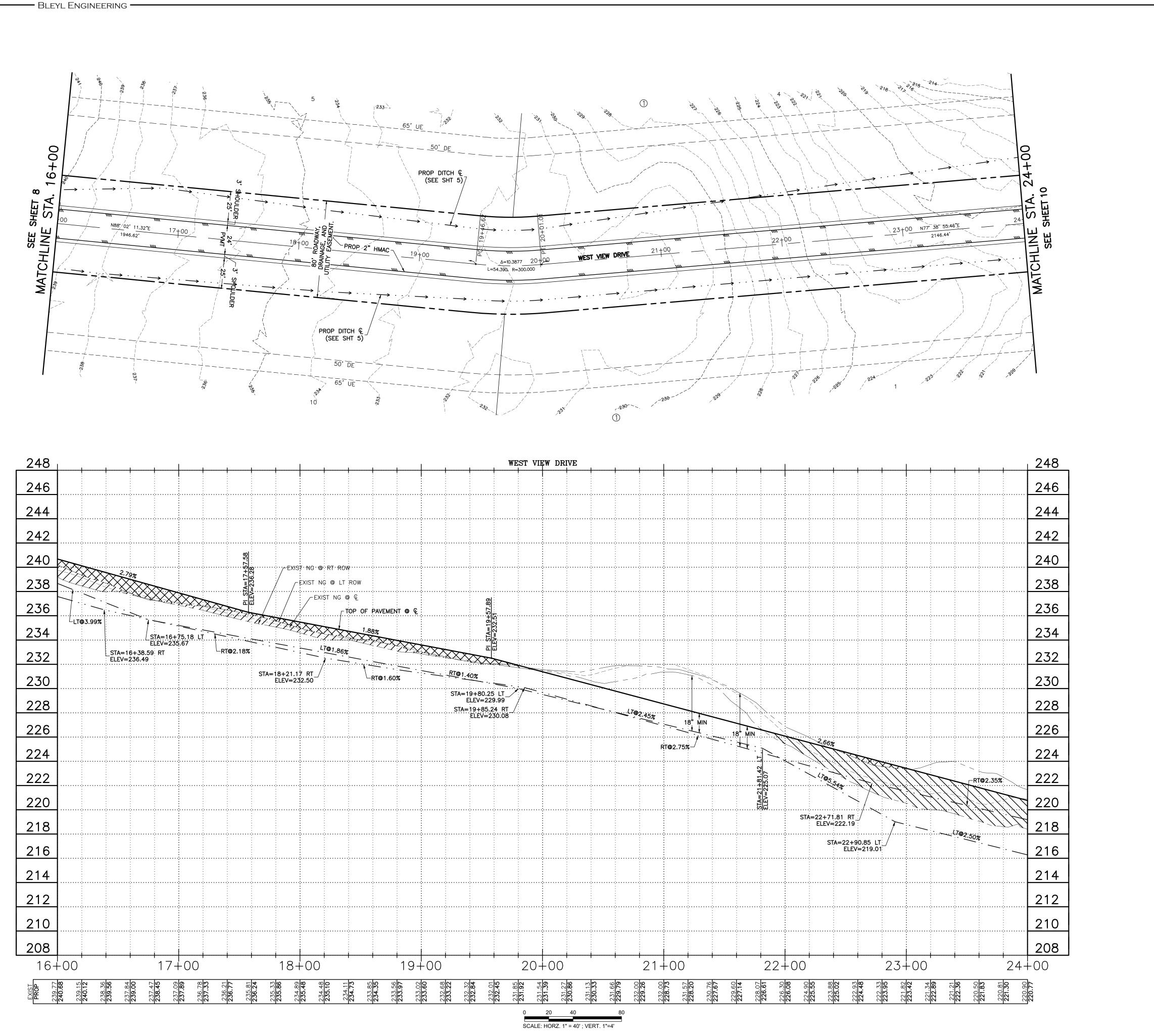
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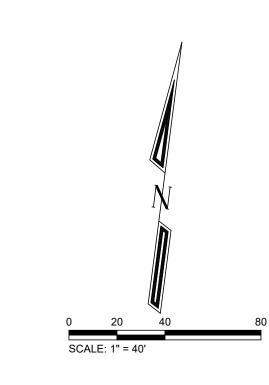
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PLANNING • DESIGN • MANAGEN
100 Nugent Street, Conroe, TX 773

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Tel. 936-441-7833 Fax 9

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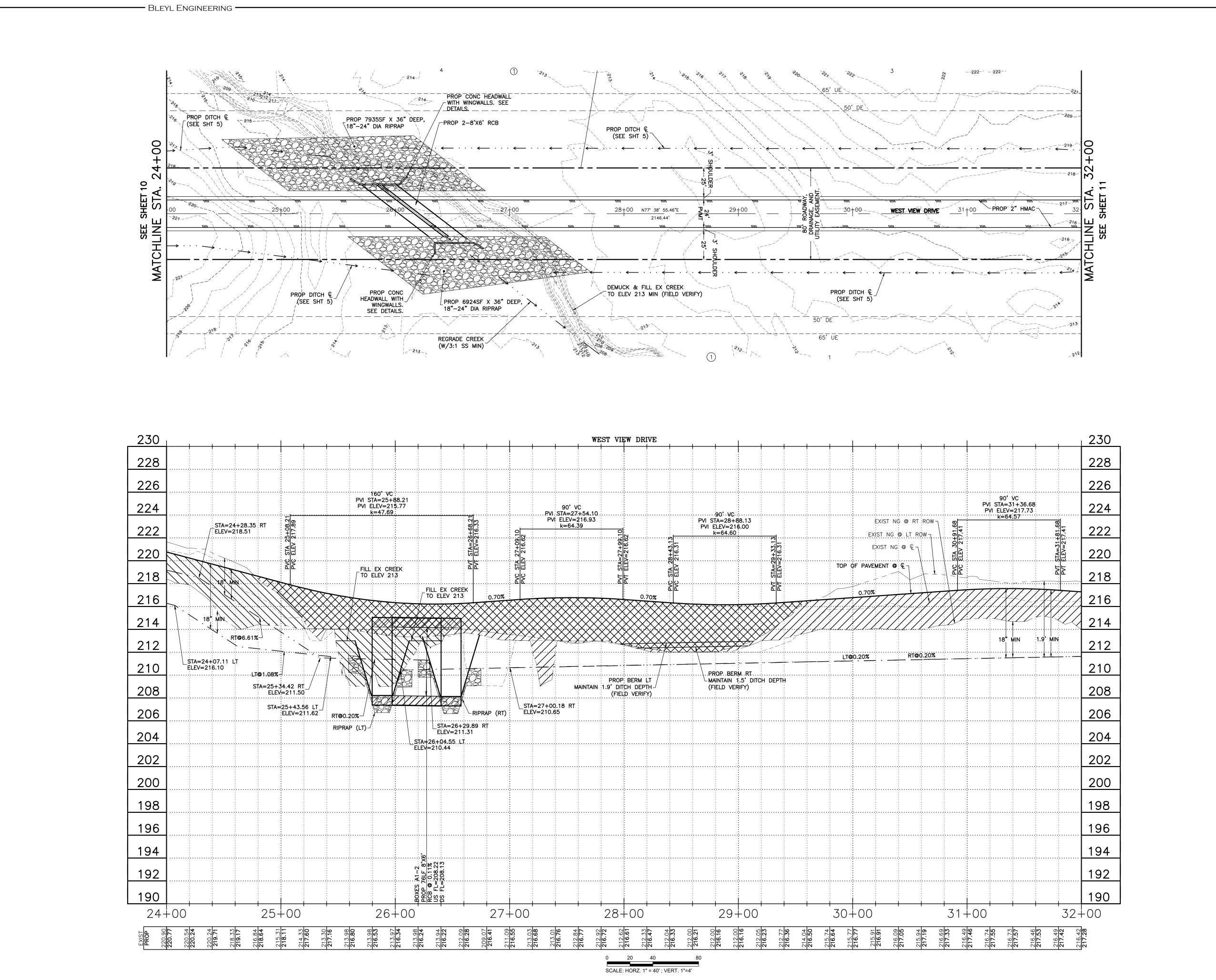
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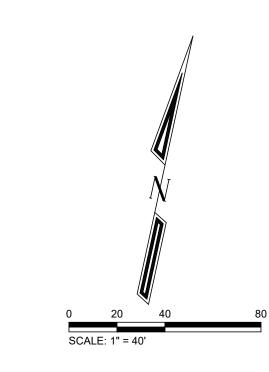
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PROJECT NO: 12529
SHEET: 9 OF: 17





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PLANNING • DESIGN • MANAGER

100 Nugent Street, Conroe, TX 773

Texas Firm Registration No. F-67

NORTHERN OAKS LLC 15925 FM 3083, STE 6 PMB 8512 CONROE, TX 77302

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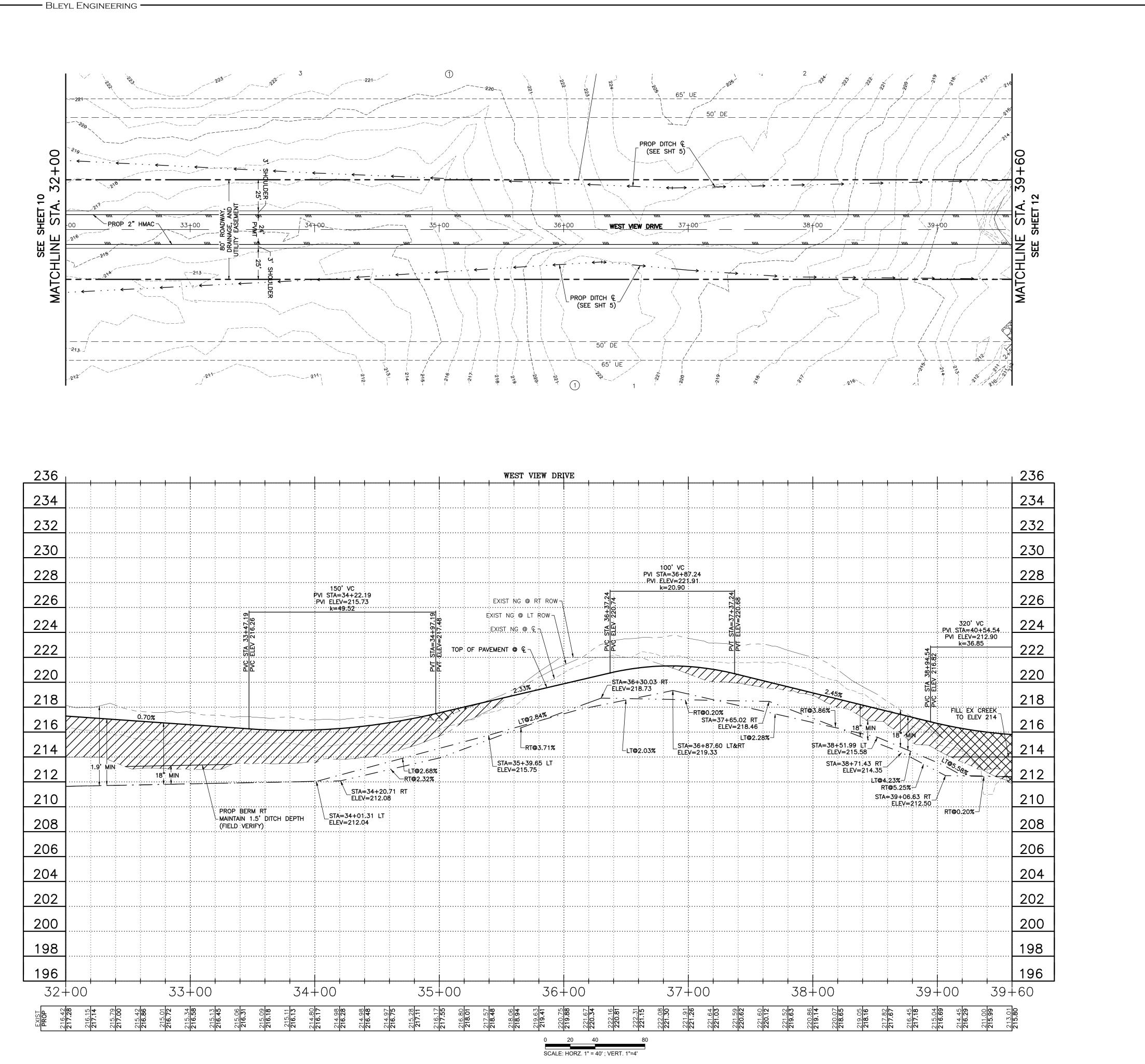
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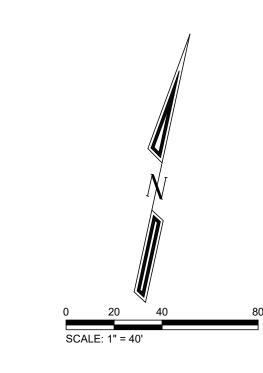
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DESIGN: GREG M. STRUBE, PE CAD: SGK RVW: RVW PROJECT NO: 12529 SHEET: 10 OF: 17





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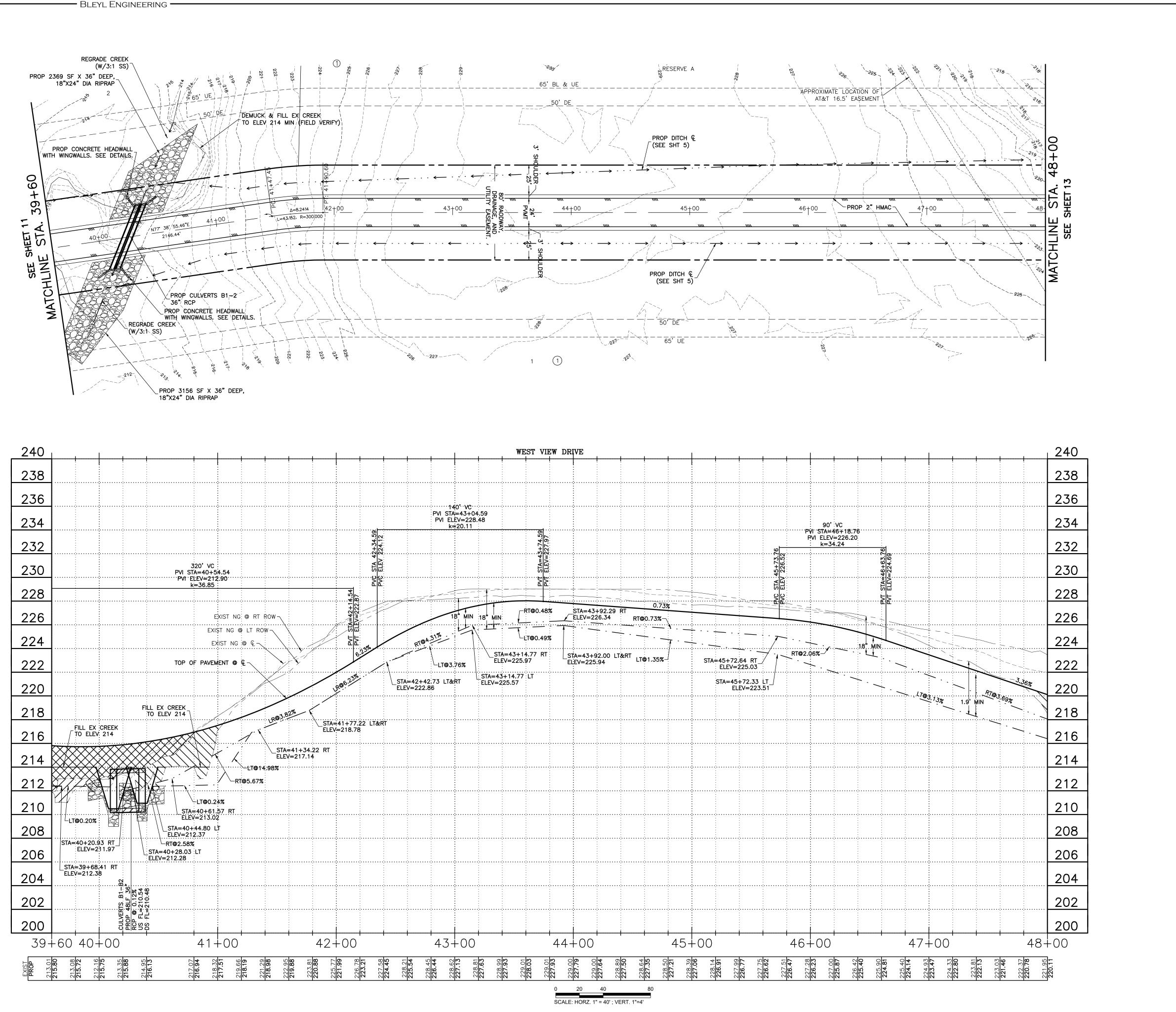
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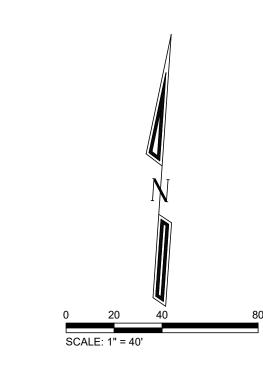
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BLEYL ENGINEERING -





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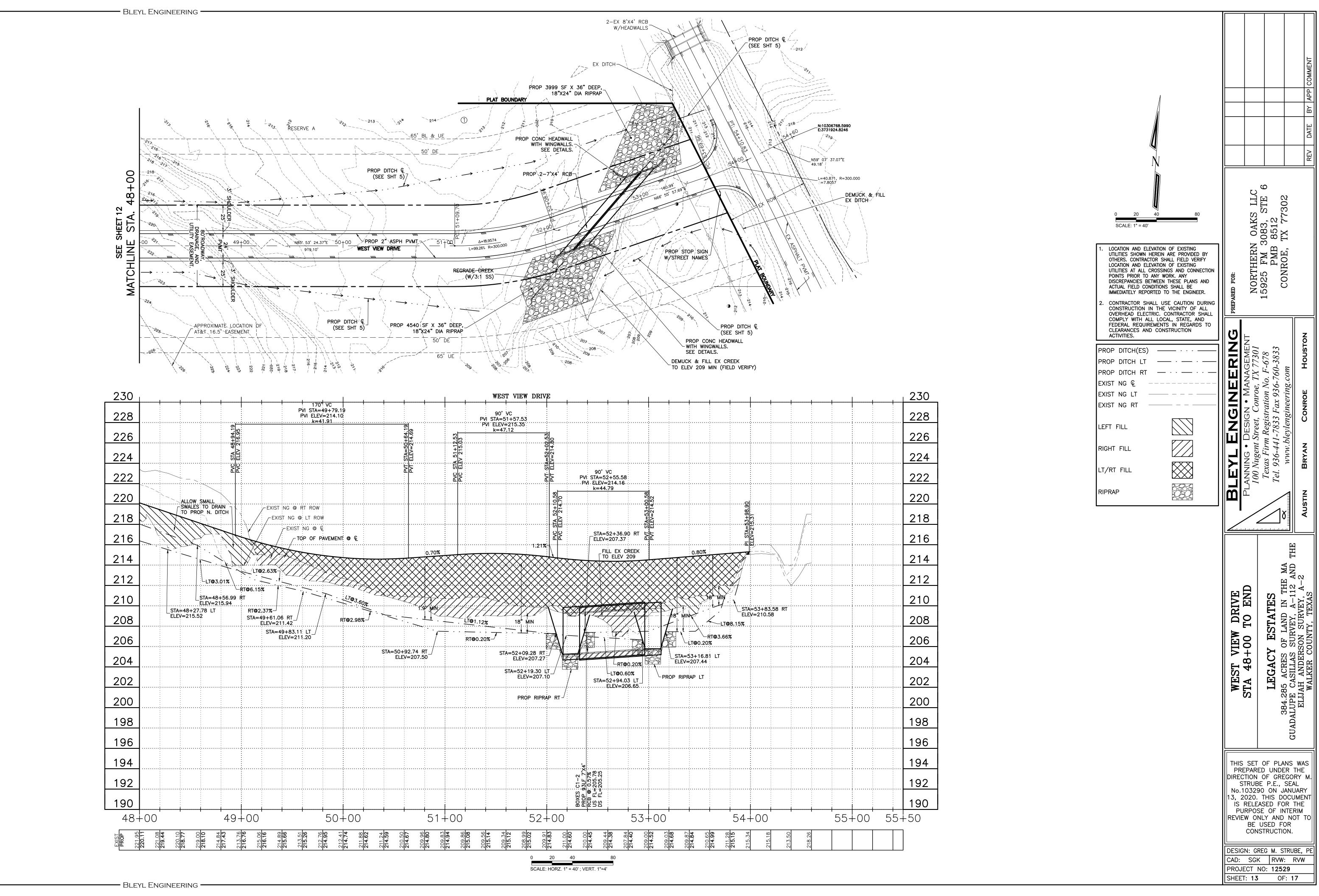
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NORTHERN OAKS LLC 15925 FM 3083, STE 6 PMB 8512 CONROE, TX 77302

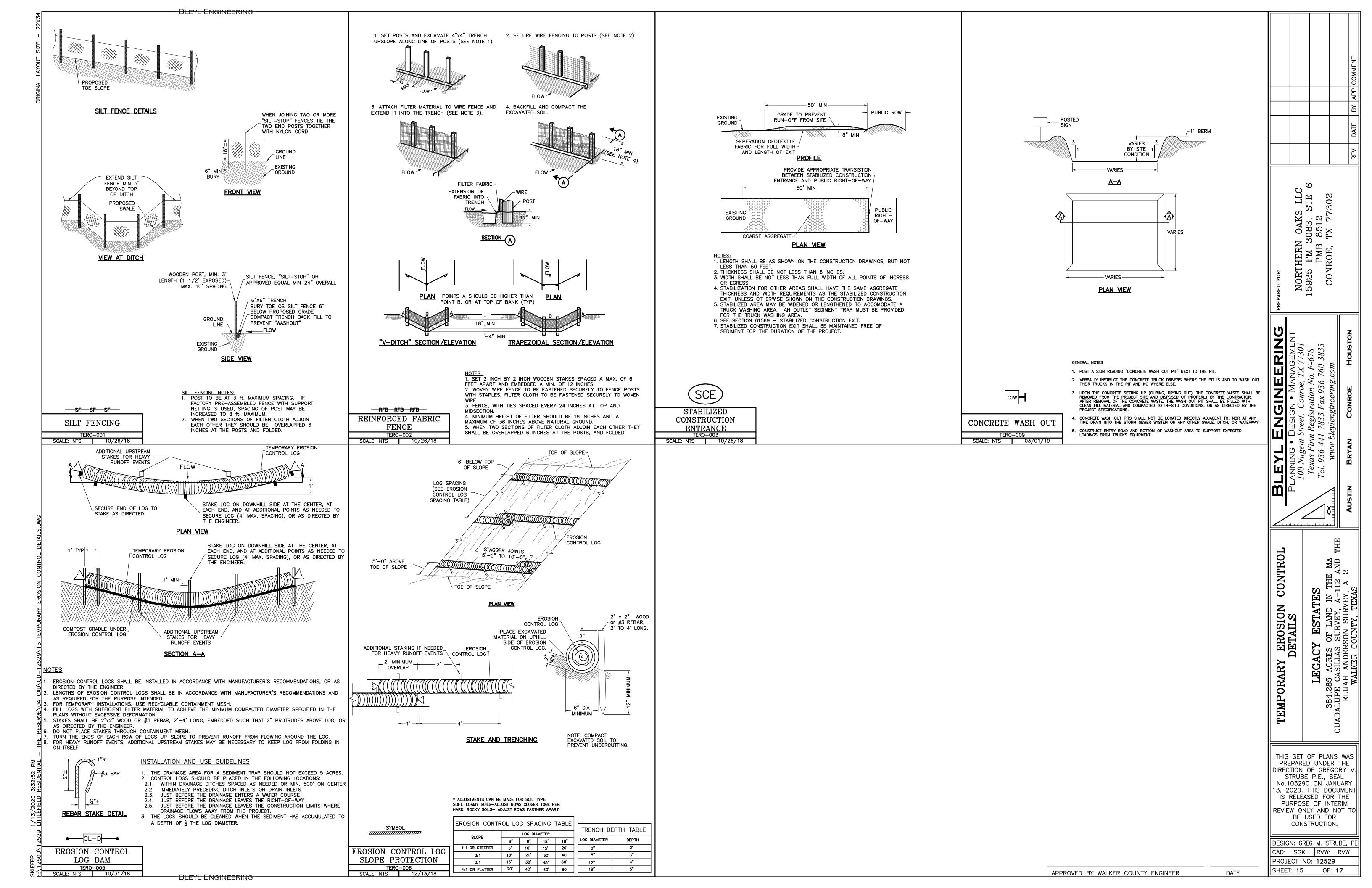
VIEW DRIVE +60 TO 48+00 OF SUI WEST STA 39+

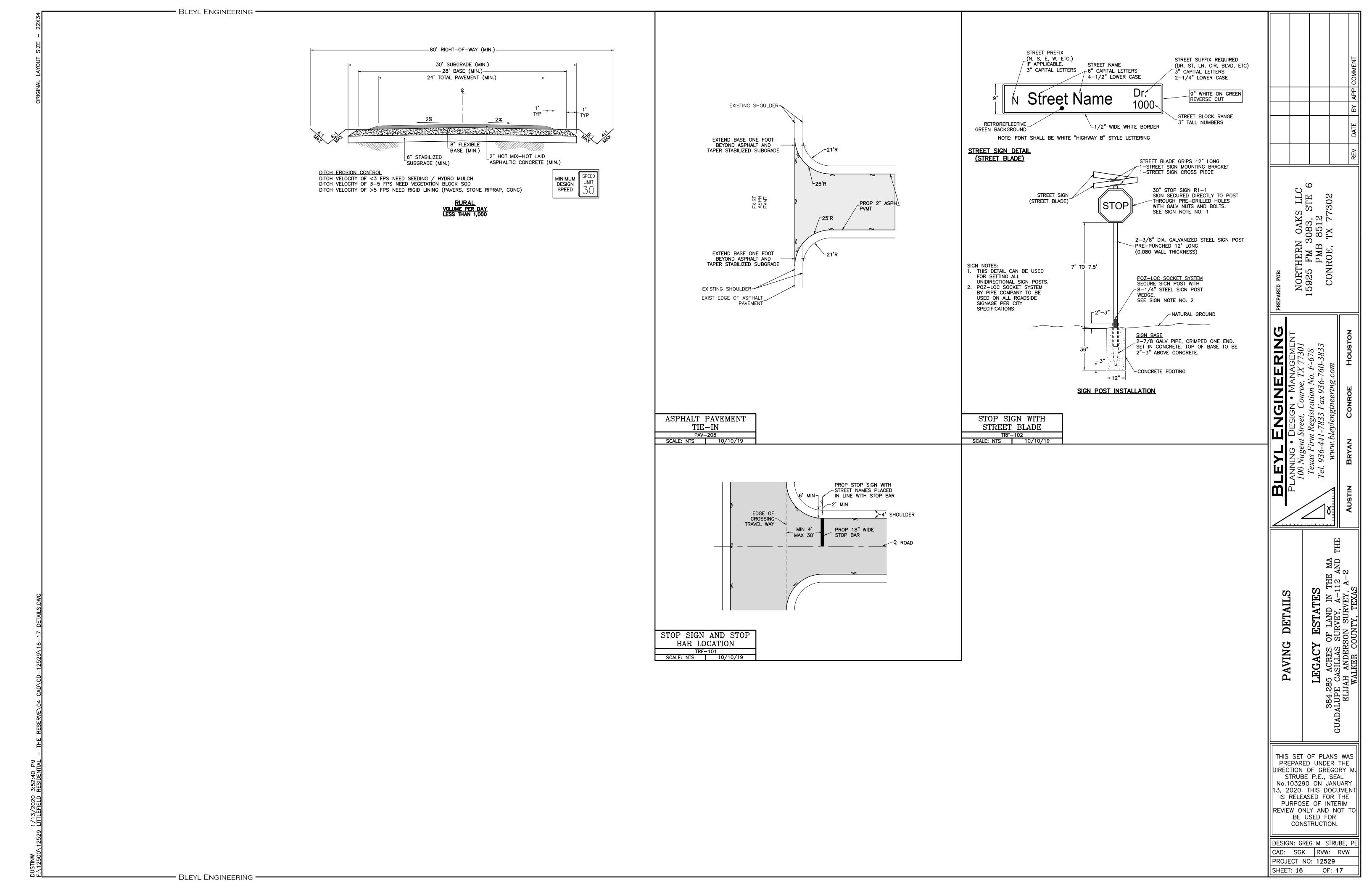
THIS SET OF PLANS WAS PREPARED UNDER THE DIRECTION OF GREGORY M STRUBE P.E., SEAL
No.103290 ON JANUARY
13, 2020. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY AND NOT TO BE USED FOR CONSTRUCTION.

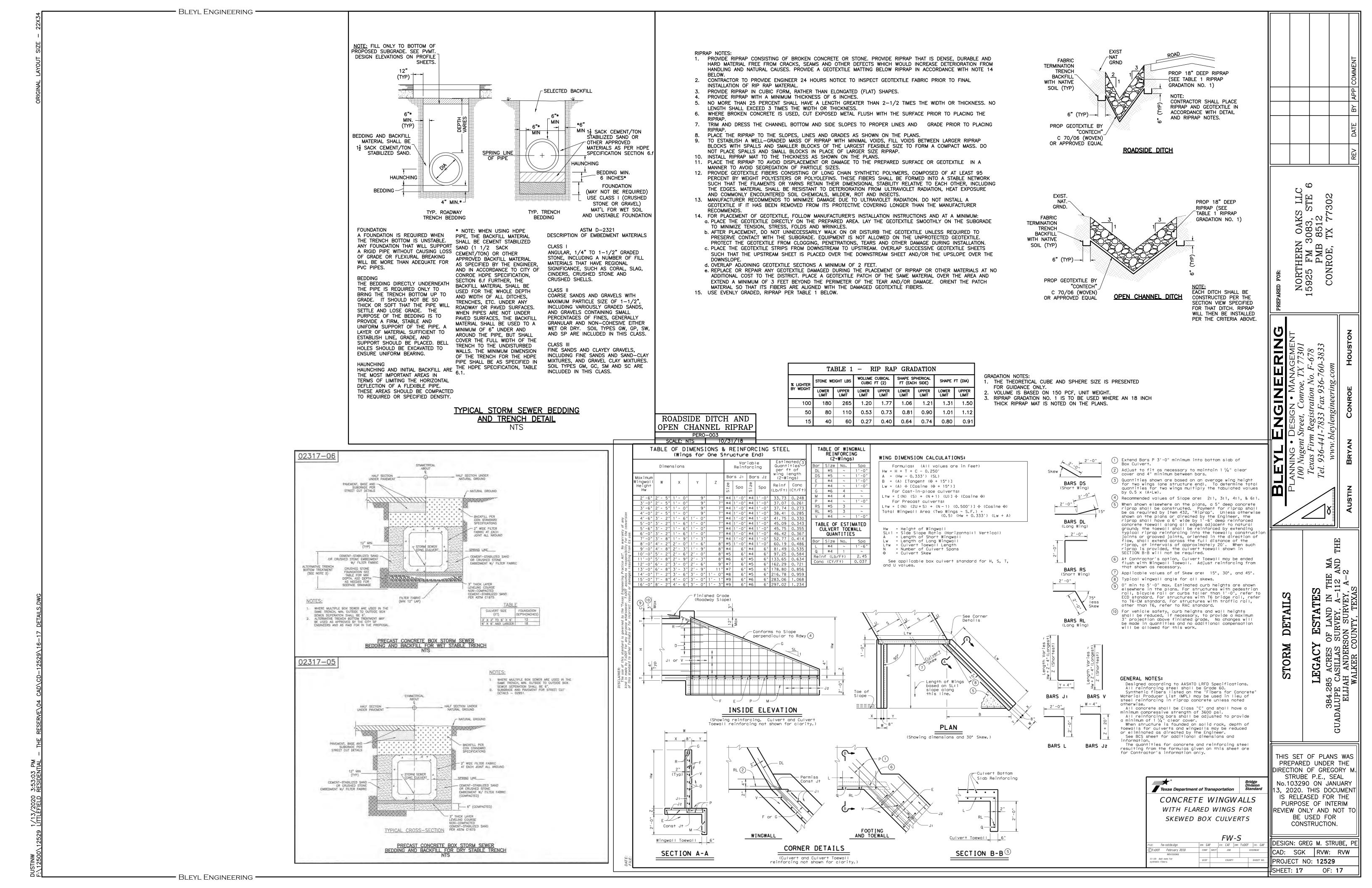
DESIGN: GREG M. STRUBE, PE CAD: SGK RVW: RVW PROJECT NO: 12529 SHEET: **12** OF: **17**

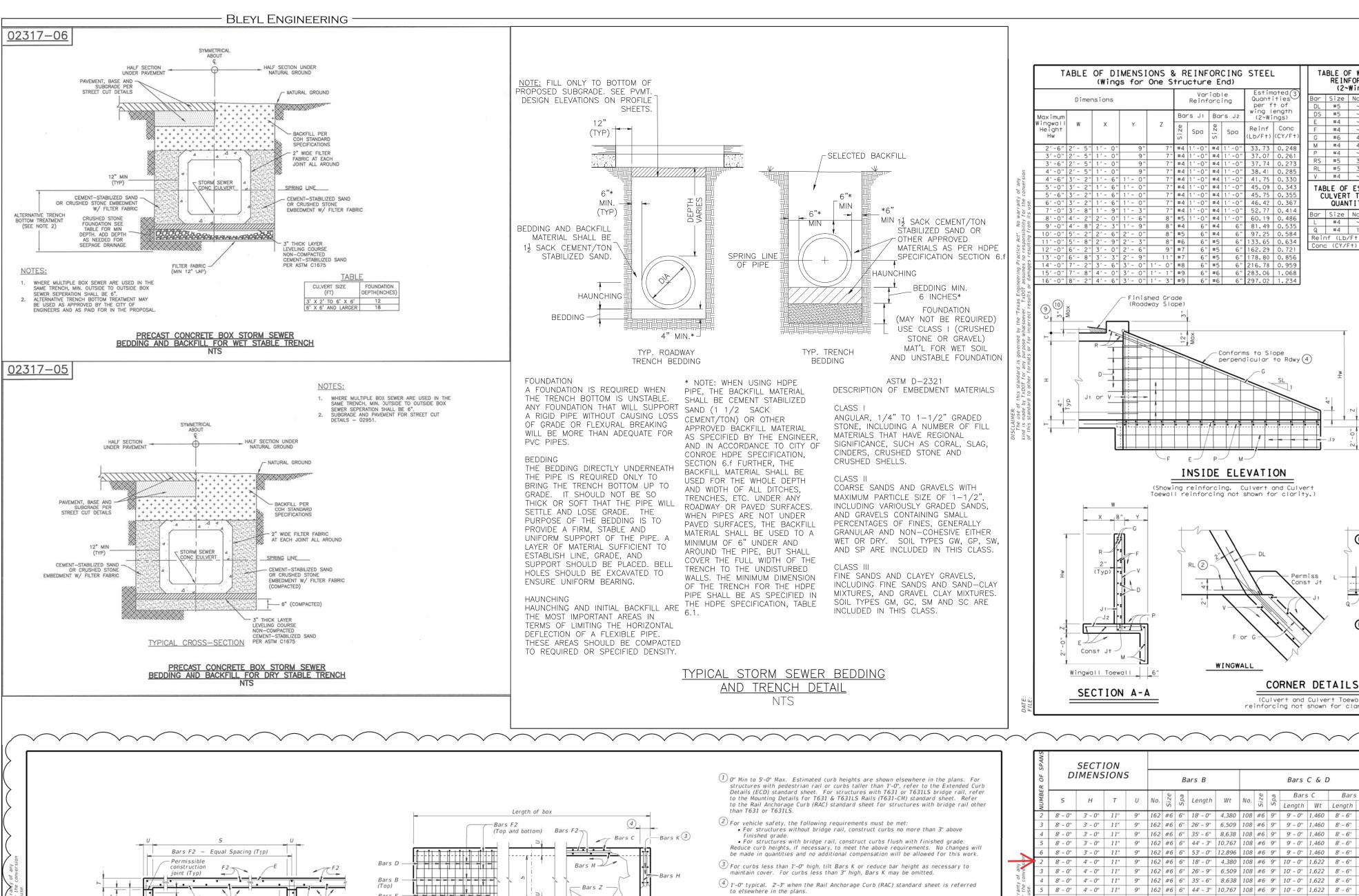


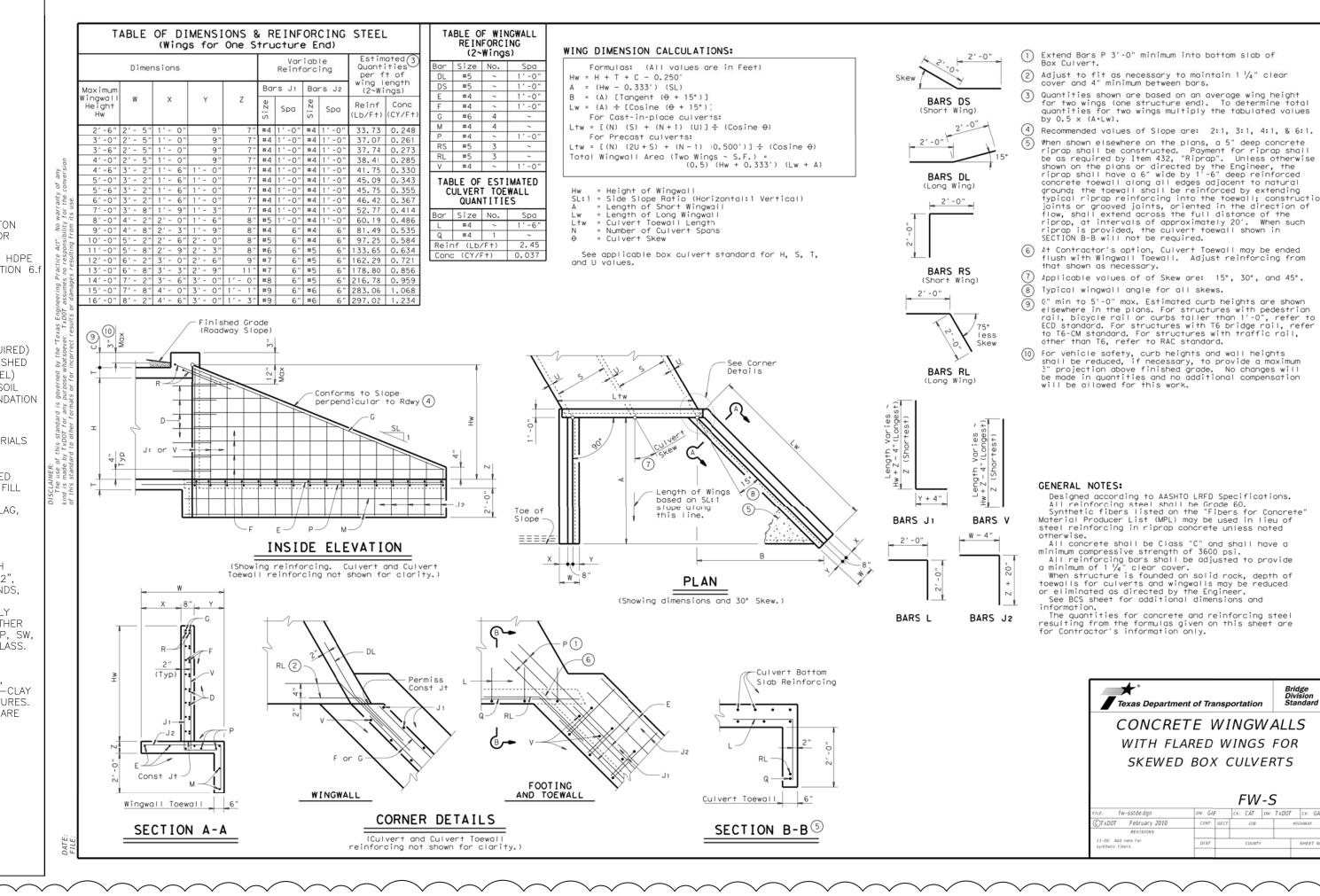
– Bleyl Engineering –



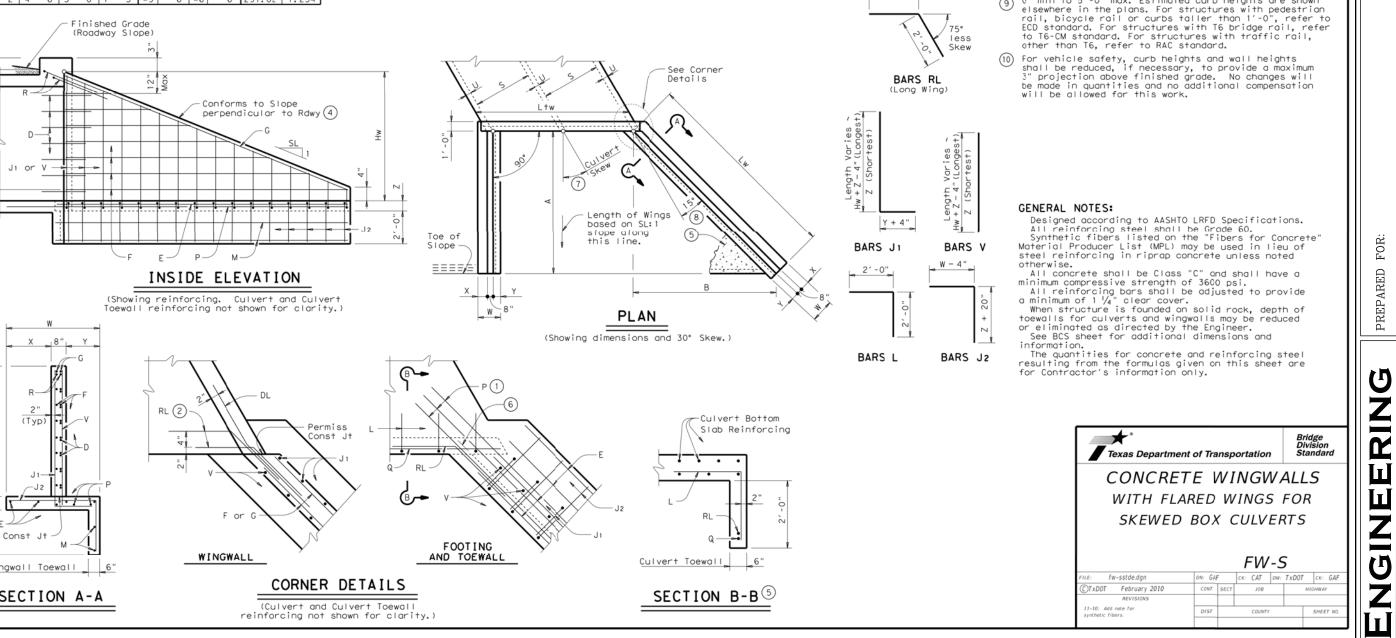






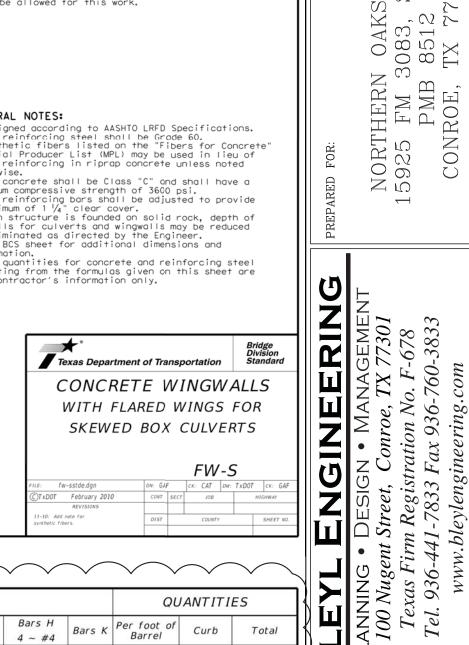


Bars C & D



BILLS OF REINFORCING STEEL (For Box Length = 40 feet)

Bars F1 ~ #4 | Bars F2 ~ #4 | Bars M ~ #4



9

Adjust to fit as necessary to maintain 1 $\frac{1}{4}$ " clear

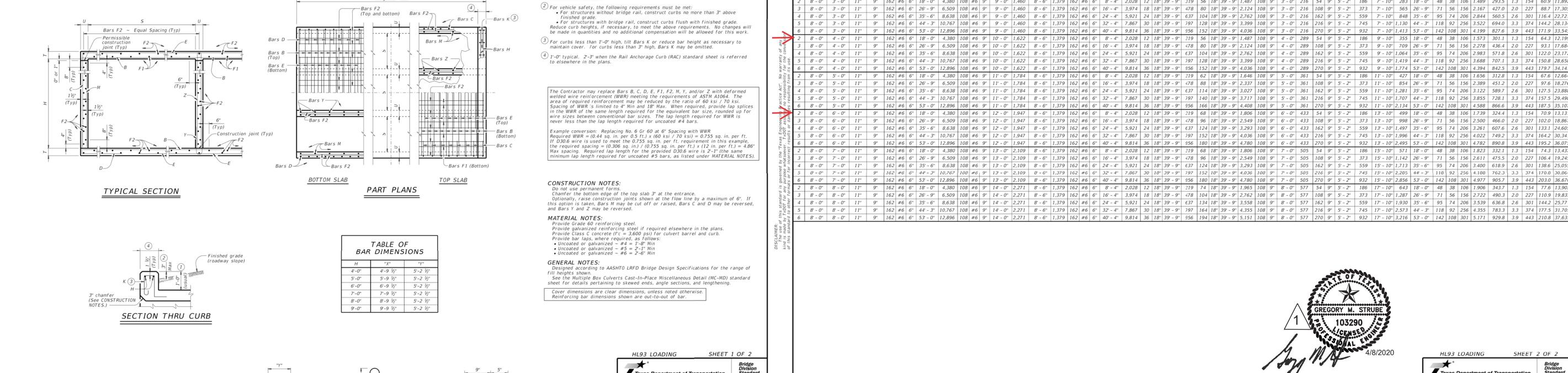
Recommended values of Slope are: 2:1, 3:1, 4:1, & 6:1.

0" min to 5'-0" max. Estimated curb heights are shown

cover and 4" minimum between bars.

by $0.5 \times (A+Lw)$.

Bars Y & Z ~ #4



MULTIPLE BOX CULVERTS

CAST-IN-PLACE

8'-0" SPAN

MC-8-23

2' TO 23' FILL

SECTION

DIMENSIONS

S H T U No. 27 80 Length Wt No. 27 80 -

ESTATES
SUBDIVISION
OF LAND IN THE

 $\Sigma \circ \Sigma$

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ESIGN: GREG M. STRUBE, P AD: SGK RVW: RVW PROJECT NO: **12529**

BLEYL ENGINEERING -

SHEET: 19 OF: **40**

SHEET 2 OF 2

MULTIPLE BOX CULVERTS

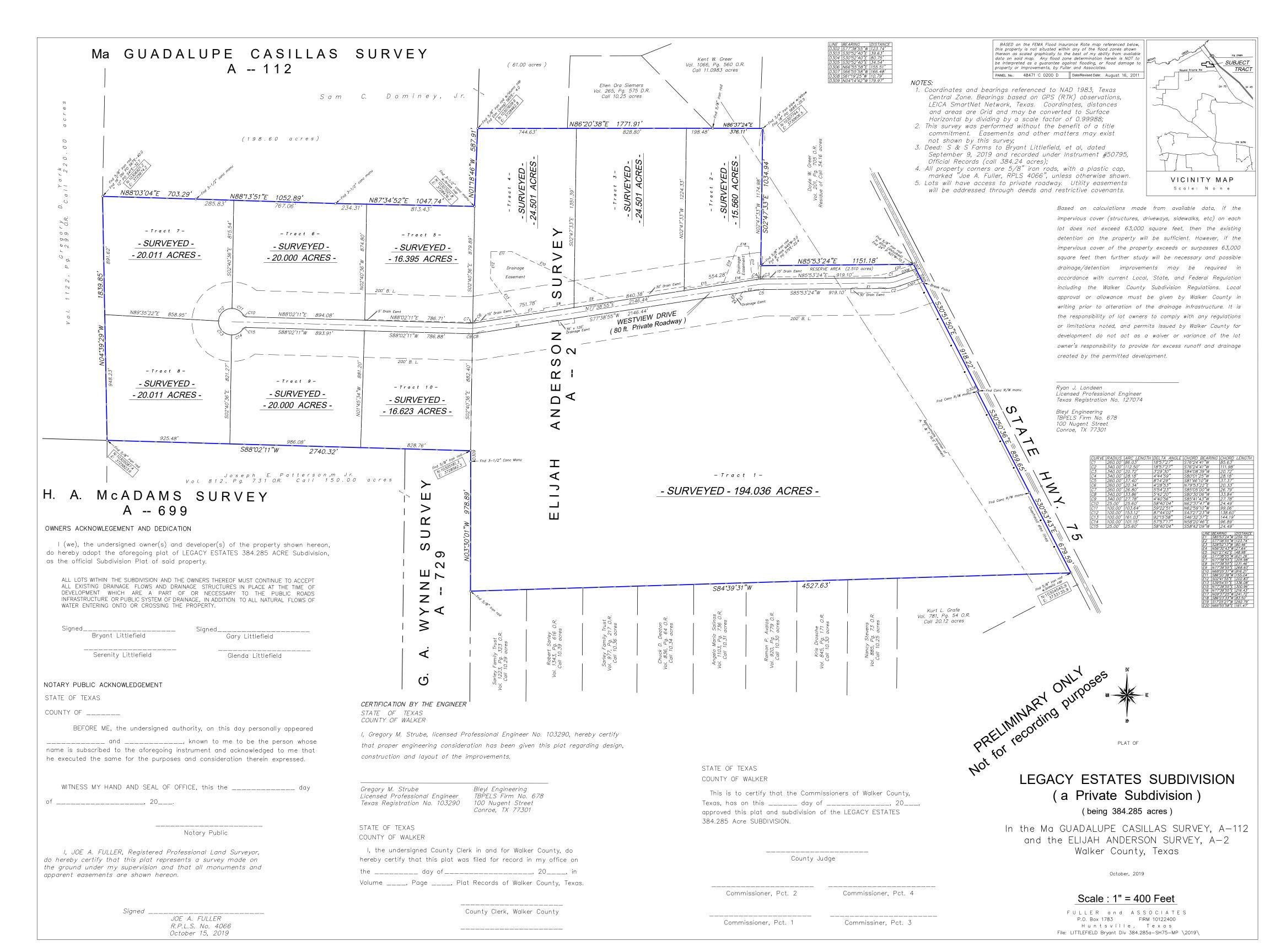
CAST-IN-PLACE

8'-0" SPAN

MC-8-23

2' TO 23' FILL

HL93 LOADING



AVIT

AFFIDAVIT
STATE OF TEXAS
COUNTY OF Montgomery
Before me, the undersigned authority, on this day (May 27,
2020) personally appeared
2020) personally appeared Bryant Littlefield
:F

Known to me, who being by me duly sworn upon his, deposed and said:

- 1) My name is Bryant Littlefield
- 2) I am over the age of 18 and am a resident of the State of Texas, I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 3) I certify that there will be no lots sold or transferred in Legacy Estates prior to all the improvements are complete and have been approved by Walker County and recordation of the final plat has been made.

Bryant Littlefield

State of Texas

County of Montgomery

Sworn to and subscribed before me, the undersigned authority, _, 2020

CHRISTY POUNDS Notary Public, State of Texas Comm. Expires 06-28-2021 Notary ID 128373204



VARIANCE REQUEST FORM FOR WALKER COUNTY SUBDIVISION POLICY

To:	Utility Director		
	Walker County		
	1313 University Ave.		
	Huntsville, Texas 77340		
Date o	of Submission:		
	5-27-20		
Name	of Property Owner:		
	Tribute Ranch, LLC		
	LAST	FIRST	MI
I. Des	cription of lot or tract of land	for which variance is requested:	
	1) Survey and abstract:		
	J.M. DE LA GARZA, A-22		
	2) Name on Deed:		
	Tribute Ranch, LLC.		
	3) County Records:		
	Volume Inst. No. 43972		
	Page		
	4) Previous owner Name a	and Recording:	
	Name 306.44ac HWY 150 F	o a	
	Volume 1304	· · · · · · · · · · · · · · · · · · ·	
	Page 507		
	5) Tax Number:		
	46065 & 47443		
	6) If in a subdivision or be	ing subdivided, give name of sub	division:

	7) Date lot or tract was created:
	8) Name of person causing lot or tract to be created (Owner, developer, or other): TRIBUTE RANCH, LLC
	9) Name and address of lienholder of property(if none, so state): NONE
	10) Give: Section 5.3 Page 11 of 32 Paragraph of the subdivision document for which variance is requested.
II. Vari	ance requested and reason.
	1) Describe what variance is desired (Add additional pages if needed): 3 TO 1 DEPTH TO WIDTH RATIO
	2) Give reason why your are unable to comply with the Walker County Subdivision Policy as shown. Normal cost of creating and complying with the Walker County Subdivision Policy is not necessarily an acceptable reason. (Add additional pages if needed): Lot Configuration Sothat Septic Splay Area will be Able to be utilized.
	•

	Signature of Applicant Jucoh Print name Subscribed and sworn before me
1996, complete the above If the lot or tract was crea owner or seller of the lan	ated after January 19, 1996, have the previous d complete and execute section III of this form
III. To be completed by previous requested:	owner or seller of land for which variance is
1) Name:	
LAST	FIRST MI
, =	you is requesting variance: to the person requesting the
If "Yes", how?	
3) Were you familiar wit when this lot or tract was	h the Walker County Subdivision Policy created?
4) Are you now familiar	with the Walker County Subdivision Policy?

I have been given a copy of Section 232.001 - 232.005 of the Local Government Code which states that dividing my property into smaller tracts may qualify me as a subdivider and my property as a subdivision.		
I am aware that as a subd County Subdivision Police	divider, I am required to comply with the Walker cy.	
I am aware that failure to penalties.	comply with the policy may make me subject	
	comply with the policy will mean that the obtain a permit for utilities and building.	
	Signature of Prior Property Owner or seller	
	Print Name	
	Subscribed and sworn before me this day of	
	NOTARY PUBLIC	
	Exp. Date	
IV. Commissioners Court action of	on Subdivision Variance Request:	
1) Date of Action:		
2) Approved as requeste	d?	

Yes or No

Approved with the following stipulation:		
	Signature Walker County Judge	
	Attested:	
	Walker County Clerk	

WCFM-10 approved 10-16-97

Deer Forest Depth to Width Lot Summary

Total Lots	292	Pass 3:1 Ratio	126
Total Reserves	6	Fail 3:1 Raito	172

Average D:W Ratio	3.36 of all 292 Lots and 6 Reserves
Avg. rd frontage	138.25 of all 292 Lots and 6 Reserves
Avg. Lot Depth	383.03 of all 292 Lots and 6 Reserves

200.00	Lots and Res. pass at 3.15 Depth to Width ratio
225.00	Lots and Res. pass at 3.5 Depth to Width ratio
248.00	Lots and Res. pass at 4.0 Depth to Width ratio

^{** 26} Cul-de-sac Lots all fail by default and are included in all calculations shown

^{** 6} Reserve Tracts all fail by default and are included in all calculations shown

