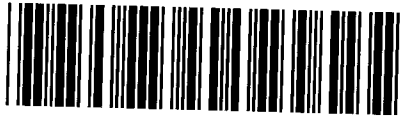




Control Number: 45601



Item Number: 284

Addendum StartPage: 0

SOAH DOCKET NO. 473-16-2982016
PUC DOCKET NO. 45601

RECEIVED

2016 MAY 23 PM 1:34

PUBLIC UTILITY COMMISSION
BEFORE THE STATE OFFICE

APPLICATION OF LCRA
TRANSMISSION SERVICES
CORPORATION TO AMEND ITS
CERTIFICATE OF CONVENIENCE
AND NECESSITY FOR THE
PROPOSED ZORN-TO-MARION 345-
KV TRANSMISSION LINE IN
GUADALUPE COUNTY, TEXAS
THE STATE OF TEXAS

§
§
§
§
§
§
§
§
§

BEFORE THE STATE OFFICE

OF

ADMINISTRATIVE HEARINGS

**WHITE WING 2016, LLC'S RESPONSES TO LCRA TRANSMISSION SERVICES
CORPORATION'S FIRST REQUEST FOR INFORMATION**

COMES NOW White Wing 2016, LLC ("White Wing") and files this, its Response to LCRA Transmission Services Corporation's First Request for Information which was filed with the PUC on May 12, 2016. This Response is timely filed according to the agreement between LCRA and White Wing. White Wing agrees and stipulates that all parties may treat these responses as if the answers were filed under oath.

Respectfully submitted,

BARRON & ADLER, LLP
808 Nueces Street
Austin, Texas 78701
(512) 478-4995
(512) 478-6022 (fax)

By: /s/ Nicholas P. Laurent

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brandys@barronadler.com
Nicholas P. Laurent (SBN 24065591)
laurent@barronadler.com
Blair A. Knox (SBN 24074542)
knox@barronadler.com

ATTORNEYS FOR WHITE WING 2016, LLC

284

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on May 23, 2016, in accordance with Public Utility Commission Procedural Rule § 22.74.

By: /s/ Nicholas P. Laurent

Nicholas P. Laurent

**SOAH DOCKET NO. 473-16-2983
PUC DOCKET NO. 45601**

APPLICATION OF LCRA	§	BEFORE THE STATE OFFICE
TRANSMISSION SERVICES	§	
CORPORATION TO AMEND ITS	§	
CERTIFICATE OF CONVENIENCE	§	
AND NECESSITY FOR THE	§	OF
PROPOSED ZORN-TO-MARION 345-	§	
KV TRANSMISSION LINE IN	§	
GUADALUPE COUNTY, TEXAS	§	
THE STATE OF TEXAS	§	ADMINISTRATIVE HEARINGS

**WHITE WING 2016, LLC'S RESPONSES TO LCRA TRANSMISSION SERVICES
CORPORATION'S FIRST REQUEST FOR INFORMATION**

- 1.1. Refer to Exhibit 1 of the Direct Testimony of Bobby Baillio, II. Identify the date that each of the conditions listed in Exhibit 1 was met. Provide documentation evidencing each of the conditions have been met.

Response to 1.1:

White Wing objects to the extent Request 1.1 seeks confidential and proprietary information, including but not limited to development costs and other costs and expenses. White Wing 2016, LLC's ("White Wing") predecessor in title began preparing plans to develop the subject property in at least 2006. The current Preliminary Plat as of March 17, 2016 has addressed the following conditions from Exhibit 1:

1. A 20-foot electric easement has been added along the back of Lots 2–11, Block 1.
2. Revised plat note number 12 has been updated to read as per Exhibit 1.
3. Subdivision construction plans have been completed and were approved on December 19, 2014.
4. Parkland development and improvement fees in the amount of \$39,600 are being processed and permits are being pulled.

Please see documents attached hereto, including the White Wing Phase 2 Preliminary Plat and Email confirming approval of construction plans.

- 1.2. What date did you acquire the subject property? Provide any documentation evidencing such date.

Response to 1.2:

On December 15, 2015, White Wing acquired White Wing Phase 1, V7/382, and White Wing Phase 2, 15 residential lots and 16.71 acres to be developed into 66 residential lots.

Please see documents attached hereto, including White Wing's Purchaser's Statement.

- 1.3. If the date that you acquired the property was after September 2015, admit or deny that the prior owner of the property disclosed to you that it had received a notice from LCRA TSC regarding an open house meeting about the Project.

Response to 1.3:

Deny.

- 1.4. Describe fully, including dates, each and every activity you have taken to develop the subject property.

Response to 1.4:

White Wing objects to the extent Request 1.4 seeks confidential and proprietary information, including but not limited to development costs and other costs and expenses. As to Phase 2, White Wing has engaged in the following activities to develop the property:

- 7/7/2015: Engaged Pape-Dawson Engineers to prepare a final plat for White Wing Phase 2, perform construction bidding, perform construction surveying, prepare a SWPPP for submittal to TCEQ, perform construction observation, coordinate with utility company providers, perform final lot staking, grading verification, finalize the platting process
- 12/10/2015: Notice to Proceed to selected contractor DNT Construction, LLC
- 12/15/2015: Acquire the property
- 2/5/2016: Contract executed with GVEC for electric utility services
- 3/7/2016: Payment to DNT construction/development of Phase 2
- 3/24/2016: Payment to DNT for construction/development of Phase 2
- 3/30/2016: GBRA sewer impact fees paid
- 4/6/2016: Payment to DNT for construction/development of Phase 2
- 4/7/2016: GVEC fees paid
- Ongoing: work with and payments to attorneys
- Ongoing: Marketing (flyers and promotions)
- Ongoing: Meetings, site visits, approvals, etc.

As of May 16, 2016, White Wing has incurred in excess of \$1 million in development costs. Please see various documents attached hereto.

- 1.5. Refer to the Direct Testimony of Bobby Baillio, II at page 4. On what date was the subject property platted? Provide documentation evidencing the platting of the subject property.

Response to 1.5:

White Wing Subdivision Phase 1 was platted and filed of record on September 11, 2007 in the County Clerk's Office of Guadalupe County, Texas in Volume 7, pages 382-83. White Wing Subdivision Phase 2 is currently in the platting process with the City of New Braunfels.

Please see documents attached hereto, including the White Wing Phase 1 filed plat and the White Wing Phase 2 current preliminary plat.

- 1.6. Concerning the activities you described in response to question 1.4, describe fully any activity taken by you to develop the subject property since March 1, 2016.

Response to 1.6:

White Wing objects to the extent that Request 1.6 is repetitive of Request 1.4. White Wing also objects to the extent Request 1.6 seeks confidential and proprietary information, including but not limited to development costs and other costs and expenses.

Subject to the foregoing objection, White Wing answers as follows: White Wing has engaged in the following activities to develop the property since March 1, 2016:

- 3/7/2016: Payment to DNT construction/development of Phase 2
- 3/24/2016: Payment to DNT for construction/development of Phase 2
- 3/30/2016: GBRA sewer impact fees paid
- 4/6/2016: Payment to DNT for construction/development of Phase 2
- 4/7/2016: GVEC fees paid
- Ongoing: work with and payments to attorneys
- Ongoing: Marketing (flyers and promotions)
- Ongoing: Meetings, site visits, approvals, etc.

Between March 1, 2016 and May 16, 2016, White Wing 2016, LLC has incurred more than \$500,000 in development costs. Please see documents attached hereto.

- 1.7. Refer to the Direct Testimony of Bobby Baillio, II at page 3. Describe fully the relationship between Phases 1 and 2 of the residential development and the subject property.

Response to 1.7:

White Wing acquired 15 of the 67 residential lots in Phase 1 as well as 16.71 Acres of land adjacent to be developed into 66 additional residential lots. Phase 1 and 2 are one continuous piece of real property. Once finalized, all streets and utilities will continue from Phase 1 to Phase 2.

Please see documents attached hereto, including the White Wing Master Plan.

- 1.8. Refer to the Direct Testimony of Bobby Baillio, II at page 3. Were both phases of development platted and recorded at the same time as part of the same development project? If yes, provide documentation evidencing the relationship of the two phases set for development and the timelines for development associated therewith.

Response to 1.8:

No. White Wing Subdivision Phase 1 was platted and filed of record on September 11, 2007 in the County Clerk's Office of Guadalupe County, Texas in Volume 7, pages 382-83. White Wing Subdivision Phase 2 is currently in the platting process with the City of New Braunfels. The City of New Braunfels Planning Commission approved the White Wing Phase 2 final plat with required adjustments by letter dated October 15, 2014. As of May 10, 2016, White Wing anticipates that the Phase 2 final plat will be approved and city signature completed in July of 2016.

Please see documents attached hereto, including the White Wing Phase 1 filed plat, the White Wing Phase 2 current preliminary plat, and City of New Braunfels Planning Commission Letter.

- 1.9. Refer to the Direct Testimony of Bobby Baillio, II at page 4. Provide documentation of the regulatory and government approvals you have received concerning the subdividing or platting of the subject property.

Response to 1.9:

Please see documents attached hereto, including the White Wing Original Master Plan (approved January 4, 2005), City of New Braunfels Planning Commission Letter (dated October 15, 2014), and Construction Plans (approved December 19, 2014).

- 1.10. Refer to the Direct Testimony of Bobby Baillio, II at page 4. Provide documentation on the infrastructure design of the subject property, including but not limited to the date that such designs were approved by the City of New Braunfels.

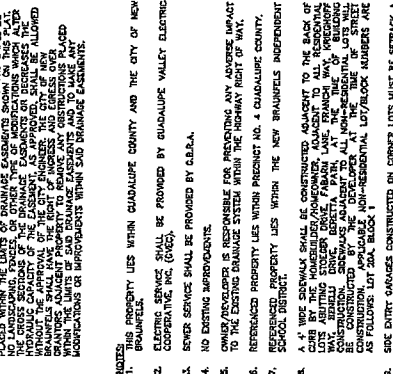
Response to 1.10:

Wing objects to the extent Request 1.10 seeks confidential and proprietary information, including but not limited to development costs and other costs and expenses. White Wing has engaged Pape-Dawson Engineers, Allen Hoover, PE, to review the construction plans for White Wing Phase 2. City of New Braunfels approval was granted on December 19, 2014.

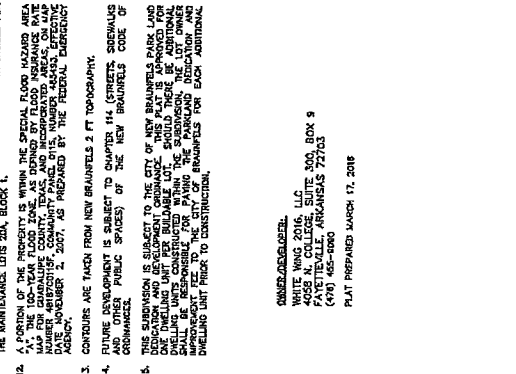
Please see documents attached hereto, including the Construction Plans and Email indicating City of New Braunfels approval.

WING SUBDIVISION PHASE 2

1. DRAINAGE EASEMENTS SHALL REMAIN FREE OF ALL OBSTRUCTIONS.*
2. MAINTENANCE OF DRAINAGE EASEMENT SHOWN OUTSIDE OF LOT LINES SHALL BE THE SOLE RESPONSIBILITY OF THE MAGNOLIA SPRINGS HOMEOWNERS ASSOCIATION.
3. NO STRUCTURES, WALLS OR OTHER DISTRIBUTIONS OF ANY KIND SHALL BE



INDEX
NOT-TO-SCALE



SECRET 1 OF 2

STREET & DRAINAGE
WATER & WASTEWATER
IMPROVEMENTS
NEW BRAUNFELS, TEXAS

MOELLER BAPTIST CHURCH
OF NEW BRUNSWICK, TEXAS
13359 AC.
(VOL. 141, PG. 300 O.P.R.)

KYLE ILAN MOELLER
23.8 ACRES OUT OF
4021.6 ACRES
(VOL. 142, PG. 139 O.P.R.)

KONNETH H. CRENNKE
ADMINISTRATOR
(VOL. 134, PG. 11 O.P.R.)

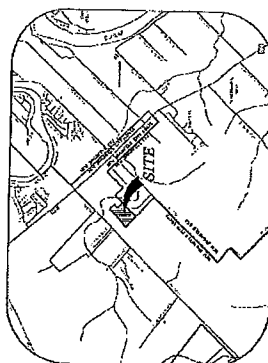
MOELLER SUBDIVISION UNIT 3
LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
(VOL. 141, PG. 300 O.P.R.)

WHITE WING SUBDIVISION PHASE 1
LOT 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, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
(VOL. 142, PG. 139 O.P.R.)

MEADOWS SUBDIVISION
LOT 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, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
(VOL. 134, PG. 11 O.P.R.)

STORGER DRIVE
CROSS PATH
PARK LANE
FRANCHI WAY
KNECHTOW WAY
BERETTA PATH
BENELLI DRIVE
DENZELL DRIVE
KLEIN ROAD
MEADOWS SUBDIVISION
WHITE WING SUBDIVISION PHASE 1
MOELLER SUBDIVISION UNIT 3
MOELLER BAPTIST CHURCH

1981
1982

[illegible]

LOCATION MAP 1
NOT TO SCALE

ELEVATION ADJUSTMENT NOTE
 *2' IN FEET FROM 88 NAVD TO SITE SPECIFIC IS
 -7.27' BASED ON AS BUILT CONSTRUCTION OF
 PHASE I

1. THE LOCATION OF EXISTING IMPROVEMENTS, UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ONLY, AND HAVE NOT BEEN MEASURED. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING EXISTING UTILITIES.

Sheet Number	Sheet Title
1	COVER SHEET
2	FINAL PLAN
3	CONSTRUCTION NOTES
4	SCHEME PLAN
5	BROOKS SEDIMENTATION CONTROL MEASURES
6	DRAINAGE AND MAP
7	GROUND PLAN
8	PROPOSED LANE
9	PROPOSED LANE (2) AND STOPPER DRIVE
10	PROPOSED LANE (2) AND STOPPER DRIVE
11	PROPOSED LANE (2) AND STOPPER DRIVE
12	BURIAL LANE
13	BURIAL LANE
14	BURIAL LANE
15	WATER DISTRIBUTION PLAN
16	WATERWATER COLLECTION SYSTEM
17	WASTEWATER PROFILE 1
18	WASTEWATER PROFILE 2
19	STREET DETAILS 1
20	STREET DETAILS 2
21	PAVED DETAILS
22	PAVED DETAILS
23	PAVED DETAILS
24	PAVED DETAILS
25	WASTEWATER DETAILS 1
26	WASTEWATER DETAILS 2
27	TRAFFIC DETAILS
28	TRAFFIC DETAILS

OWNER:
WHITE KING 20/4, LLC
4035 N. COLLEGE, SUITE 200
P.O. BOX 19360
PAINTEVILLE, ARKANSAS 72420
PHONE: 479.425.0060

ENGINEER:
PAINTEWORTH ENGINEERS, INC.
2000 NEW LENOX AVE.
SAN ANTONIO, TEXAS 78213
PHONE: 210.433.8000
FAX: 210.373.9911

REVIEWED BY:

COPIES OF NEW ORLOSSELS
ON GREEN VALLEY SPECIAL DELIVERY DISTRICT
FOR GREEN VALLEY-MAILED BY AIR LUMBER
DATE SEPTEMBER 08 2014
RECEIVED BY MAIL DATE



**PAPE-DAWSON
ENGINEERS**

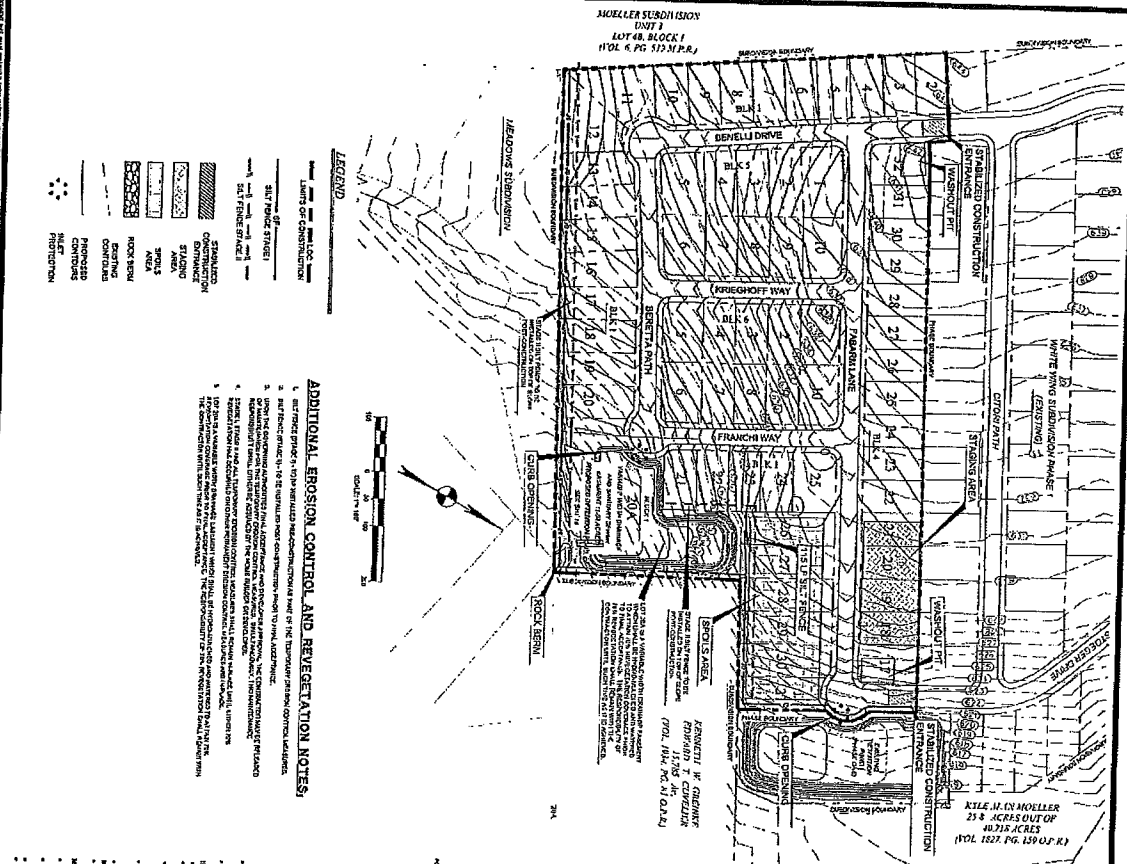
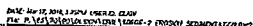


3000 NW Loop 419 | East Antonio, Texas 78223 | Phone: 214.375.3000
Fax: 214.375.3100

PLAT NO. 5

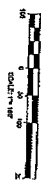
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~~WW LCRA 003~~



ADDITIONAL EROSION CONTROL AND REVEGETATION NOTES

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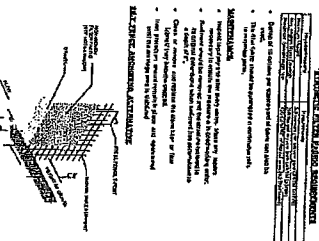
ROCK BERM



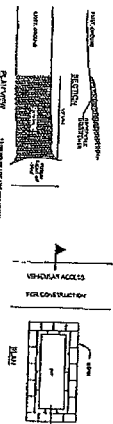
SILT FENCE



REFERENCE



~~CONCRETE TRUCK WASHOUT PIT~~



GENERAL NOTES:

- [illegible]

Sheraton

- GENERAL NOTES:**
 1. **Order Shown:** Suppliers minimum order amount. If customer has placed an order exceeding the supplier's minimum quantity of product, the supplier will be required to supply the entire quantity ordered.
 2. **Material:** See sheet for details in an associated company construction detail.
 3. **Weathered:** per sheet not be staining in service situations as indicated by the material manufacturer.

EROSION / SEDIMENTATION CONTROL

Physical Activity	Match minutes
Cardio (Treadmill)	30 min (16:17 to 16:47)
Core Strength Training	20 min (16:47 to 17:07)
Abdominal Exercises	45 min (17:07 to 17:52)
Upper Body Strength	135 min (17:52 to 19:27)
Equipment Cleaning	15 min (19:27 to 19:42)

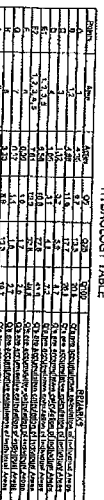
ON / SEDIMENTATION CONTROL

the authors' research objectives, a leader of the project and two other members of the U.S. team obtained formal IRB approval from the U.S. National Health and Human Ethics Committee. The U.S. team also obtained approval from the IRB of the host country. The U.S. team was trained in the use of the instrument and in the procedures for data collection. The U.S. team conducted the data collection in the host country. The U.S. team also conducted the data analysis. The U.S. team also conducted the data analysis. The U.S. team also conducted the data analysis.

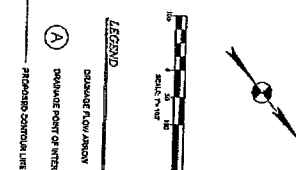
WHITE WING SUBDIVISION
PHASE 2

EROSION SEDIMENTATION CONTROL





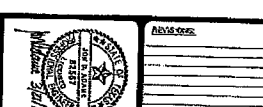
HYDROLOGY TABLE

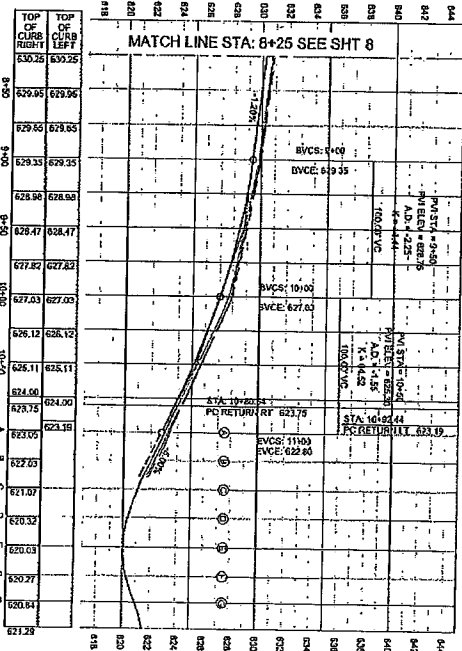


JOB NO. 877890
 DATE SEPTEMBER 2014
 DESIGNER HJD
 CHECKED DRB/HJD
 SHEET 6 OF 27

**PAPE-DAWSON
ENGINEERS**

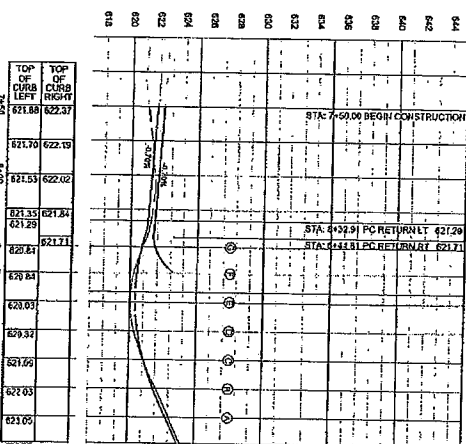
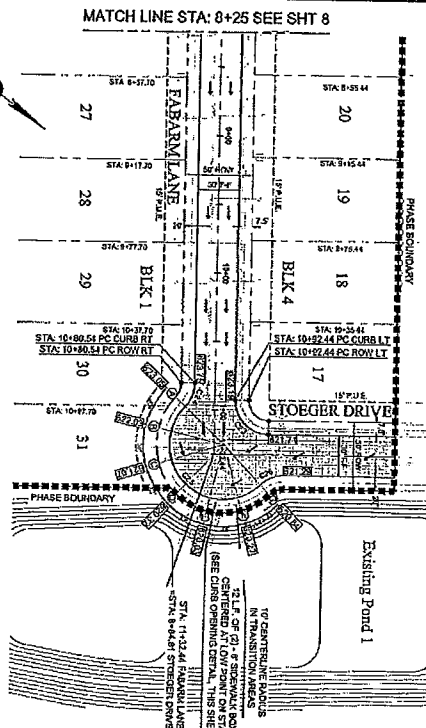
2000 NEW LOOP 410 | SAN ANTONIO, TX 78212 | PHONE: 210.279.3721
FAX: 210.279.3725



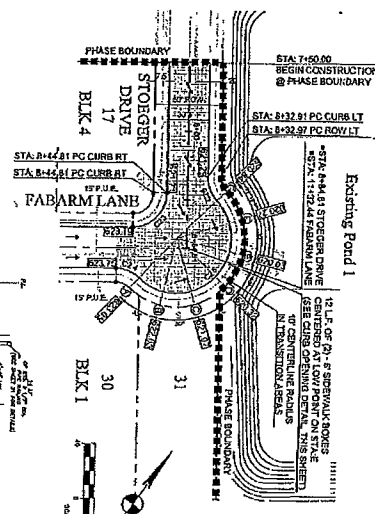
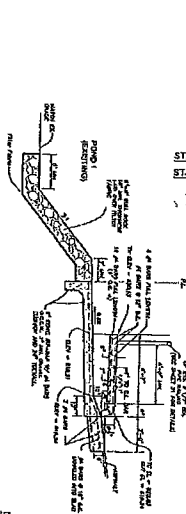


FABARM LANE

CURVE	LENGTH	RADIUS	CURVE CHOICE			OSLT
			INCENT	CHOICE	BEARING	
C2A	36.27	25.00	25.00	22.50	N46.3717E	57.0700
C2B	19.02	25.00	10.00	18.57	N45.75427W	4.30000
C2C	13.71	40.00	16.88	79.96	N44.71201E	1.771201
C2D	19.02	25.00	10.00	16.57	S16.76242E	4.53800



STOEGER LANE



PROFILE SCALES:
1° = 40° HORIZONTAL,
14° = 6° VERTICAL

Downloaded from <http://ajphaphysocpharm.sagepub.com/> at UNIV OF CALIF on May 10, 2015

100

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BRDCT E 90 / 100

201 10 173430
 DATE: NOVEMBER 1994
 ADDRESS: 4102
 ORDER NO. 141110
 ORDER DATE: 9 of 27
 WHITE WING SUBDIVISION
 PHASE 2
 FABARM LANE(2) AND STOEGER DRIVE

**PAPE-DA
ENGINEER**

2000 W. LOOP 410 | SAN ANTONIO, TX 78201

MEMBER BOARD OF PROFESSIONAL ENGINEERS, P.E.

LAWSON
ERS

1513 | PHONE: 210.575.0000
FAX: 210.575.0012

MAIL ADMINISTRATION # 493

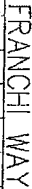
4-12-5



REVISIONS

1	REVIEW: BOKAN RELOCATION
2	FROM: DOD, TO: BOKAN
3	4/10/01 - TRENCH TESTING CASEFILE
4	FINAL TEST IN PROGRESS
5	4/11/01 - CR. FILED CASEFILE

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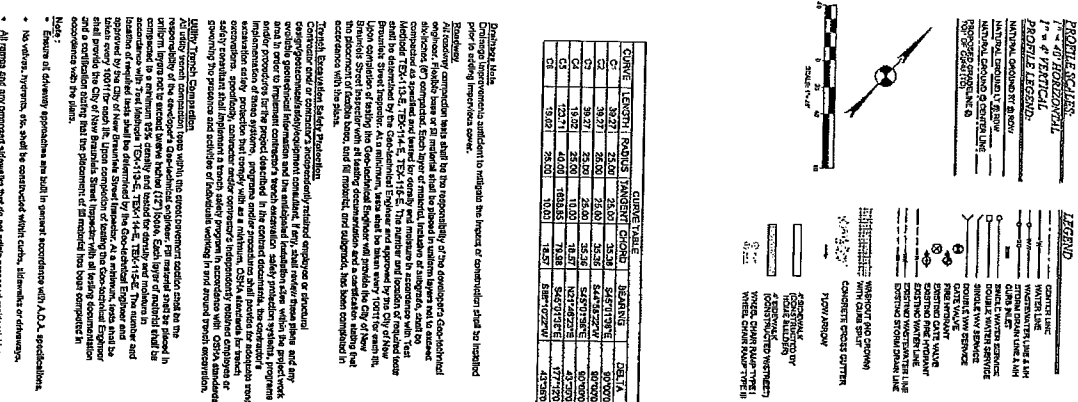
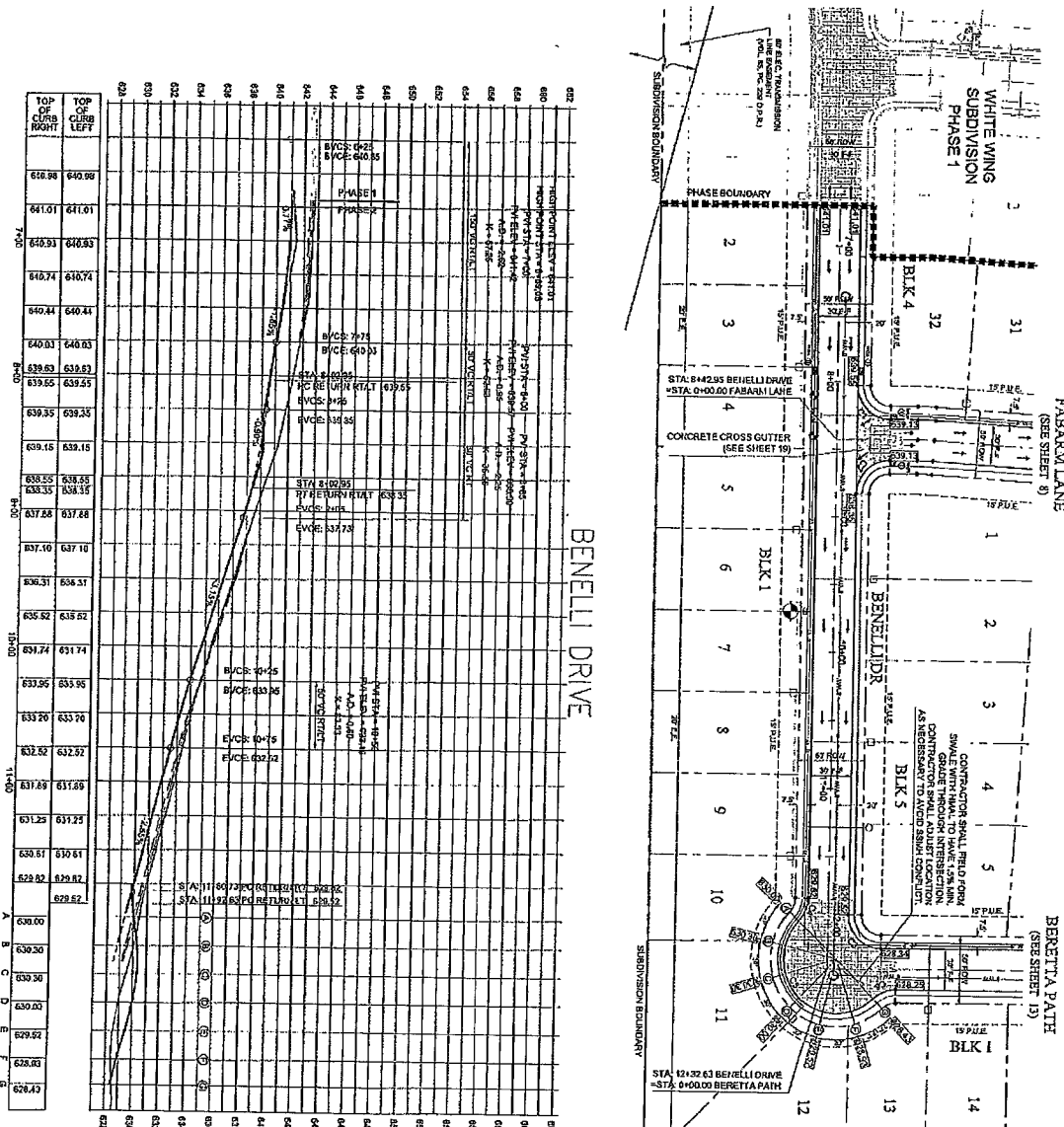
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**WHITE WING SUBDIVISION
PHASE 2**

BENELLI DRIVE

**PAPE-DAWSON
ENGINEERS**

1000 S. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101
WWW.PAPE-DAWSON.COM

REVISION

1. 05/17/17

2. 05/17/17

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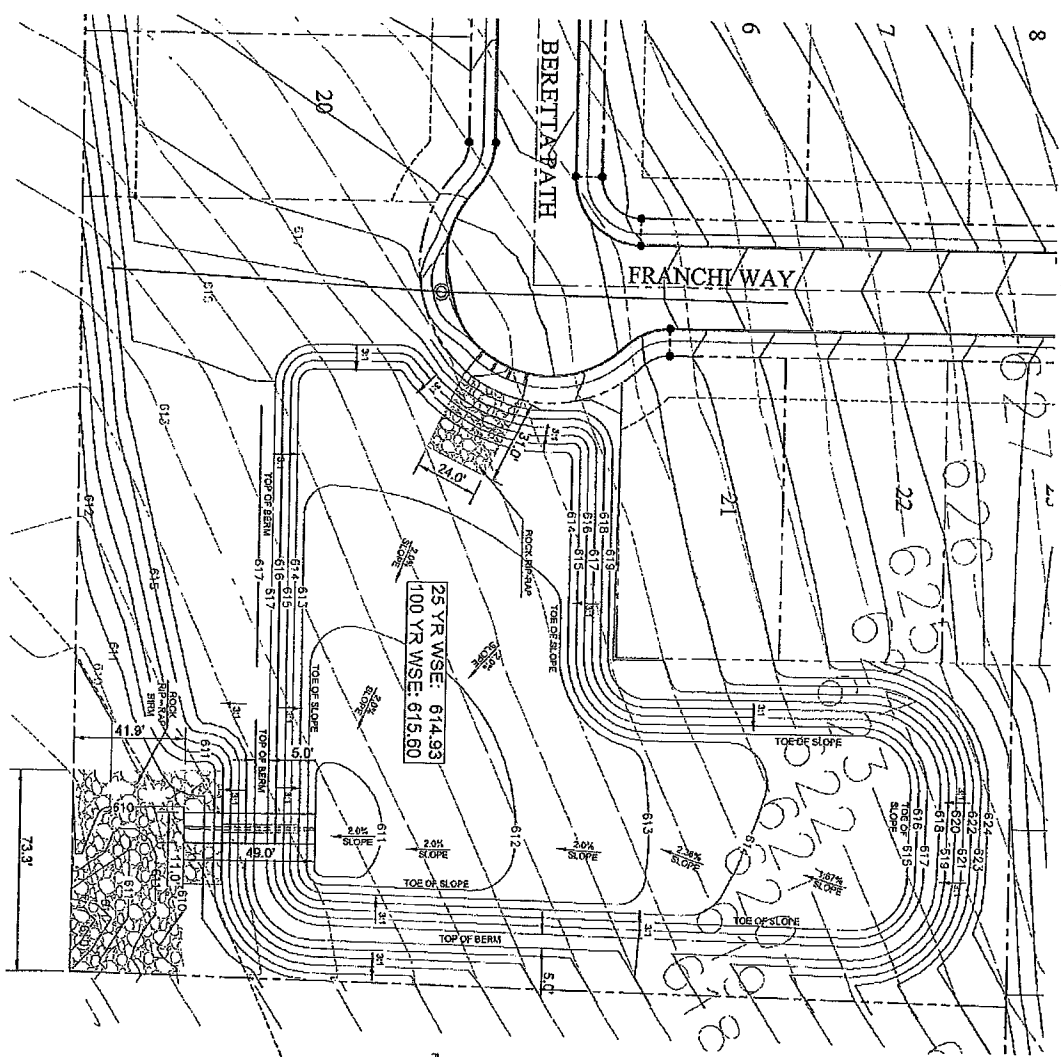
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PROFESSIONAL SEAL

PAPE-DAWSON ENGINEERS



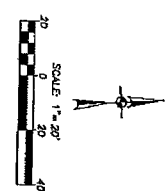
25 YR WSE: 614.93
100 YR WSE: 615.60

FINAL 100 YEAR FLOOD PLANE
FROM PANEL, SUBDIVISION MAP
SUBDIVISION MAP NO. 1400

DETENTION POND SUMMARY:

STORM EVENT (YR)	PRECIPITATION (IN)	PST PROJECT (IN)	WSE (FT)	VOLUME (CU FT)	TIME TO DRAIN (HRS)
2	2.0	2.0	615.24	0.53	0.65
10	4.0	4.0	615.42	1.24	0.93
25	5.0	5.0	615.49	1.30	0.97
100	11.7	11.7	615.60	1.75	1

1. SEE WHITE WING SUBDIVISION REPORT DATED SEPTEMBER 2014, FOR HYDROLOGIC AND HYDRAULIC CALCULATIONS.
2. SEE "ROAD DETAILS" SHEET #1 OF 27 FOR ADDITIONAL CONSTRUCTION DETAILS.
3. "HOURS AFTER 24-HOUR STORM"



DETENTION BASIN MAINTENANCE PLAN
INSPECTIONS - THE DETENTION POND SHOULD BE INSPECTED TO
ASSURE PROPER OPERATION AT LEAST 1 TIME PER YEAR. THESE
INSPECTIONS SHOULD OCCUR DURING OR IMMEDIATELY FOLLOWING WET
WEATHER.
SEDIMENT REMOVAL - REMOVE SEDIMENT FROM OUTLET TIE
ANNUALLY OR WHEN CARRY CAPACITY IS EXCEEDED. SEDIMENT
ACCUMULATION IN OTHER AREAS OF THE BASIN, SUCH AS THE BANKS BY ITS
DISPERSED OR PROPERLY.
MOWING - THE SITE SHOULD BE MAINTAINED WITH A DETENTION BASIN
MOWING CONTRACT. MOWING SHOULD BE DONE AT LEAST 4 TIMES
PER YEAR. MOWING SHOULD BE DONE AT LEAST 4 TIMES PER YEAR.
WEEDS, GRASS, AND OTHER VEGETATION SHOULD BE REMOVED
ANNUALLY. MOWING SHOULD BE DONE AT LEAST 4 TIMES PER YEAR.
NECESSARY IN LANDSCAPED AREAS, WHEN MOWING IS REQUIRED, A
CLOUTER AND REMOVED.
DRAINAGE AND LITTER REMOVAL - REMOVAL OF LITTER AND LITTER
NEAR THE DETENTION POND SHOULD BE DONE AT LEAST 4 TIMES PER YEAR.
MOWING OPERATIONS AND INSPECTIONS, PARTICULAR ATTENTION
SHOULD BE PAID TO FLOWING PONDING THAT CAN EVENTUALLY CLOG THE
DETENTION POND.
DETENTION POND - THE POND SHALL BE MAINTAINED IN A MANNER
THAT PREVENTS OVERFLOWING OF THE POND. THE POND SHOULD
BE MAINTAINED IN A MANNER THAT PREVENTS OVERFLOWING OF THE POND.
DETENTION POND - THE POND SHALL BE MAINTAINED IN A MANNER
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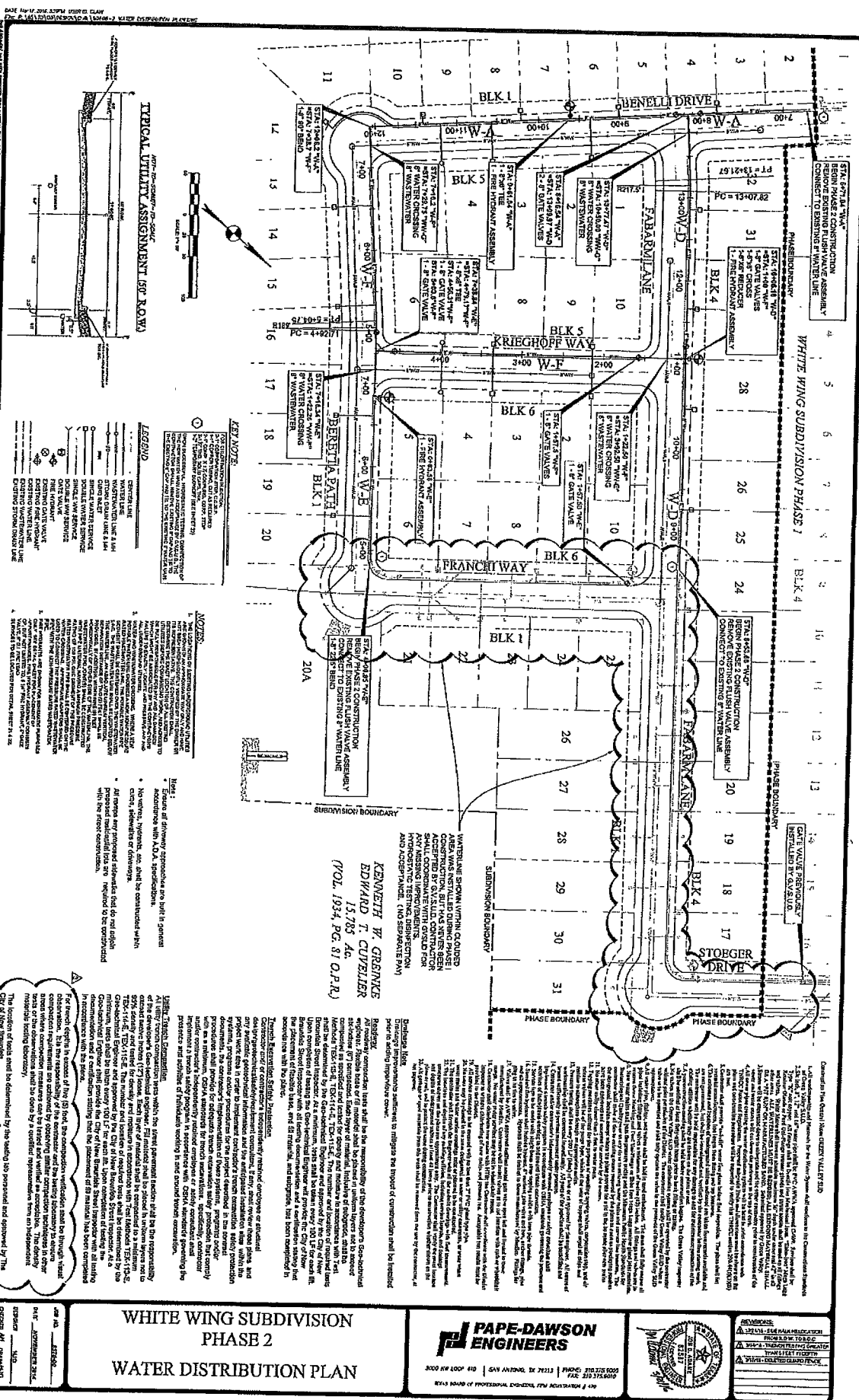
WHITE WING SUBDIVISION PHASE 2 DETENTION POND

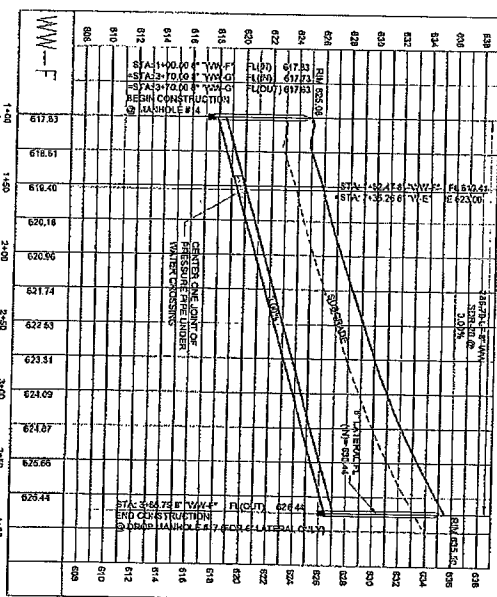
**PAPE-DAWSON
ENGINEERS**
2000 THE LOOP #100 SAN ANTONIO, TX 78210 PHONE: 210.515.9000
FAX: 210.515.9001
TEXAS BOARD OF PROFESSIONAL ENGINEERS, THE REGISTRATION NO. 1400



REVISIONS

DATE: NOVEMBER 2014
DRAWN BY: MJD
CHECKED BY: MJD
SCALE: 1/4" = 20'





PROFILE SCALES
 1" = 40' HORIZONTAL
 1" = 4' VERTICAL
PROFILE LEGEND:
 ASPHALT DRIVE
 PAVED ST. - 40' - 100' - 200' - 300' - 400' - 500' - 600' - 700' - 800' - 900' - 1000'
 TOP OF CURB
 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

CONSTRUCTION NOTES

- Drainage holes**
Drainage improvements sufficient to mitigate the impact of construction shall be installed prior to adding impervious cover.

Trench Excavation Safety Protocol

All utility trench compaction lapses within the street environment should be the concern of the street owner.

The location of ports shall be determined by the testing lab personnel and approved by:

100



**PAPE-DAWSON
ENGINEERS**



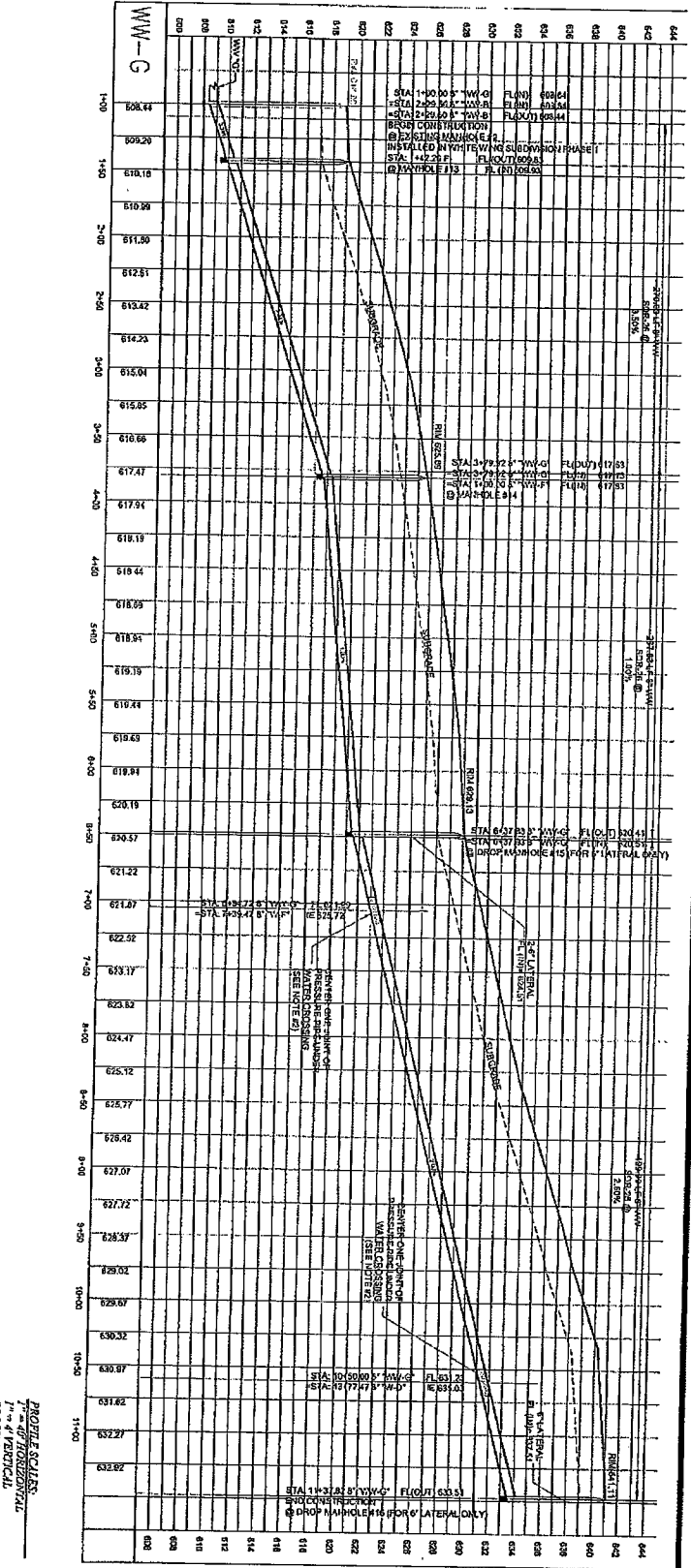
REVISIONS
A 31424 - TRENCH TESTING OF CA
TYPICAL PLOT IDENTIFY

Drainage Notes
 Contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 All construction shall be the responsibility of the contractor. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.

Utility, Traffic, Construction
 At utility trench construction, the contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.

GENERAL NOTES
 1. All work shall be done in accordance with the standard specifications for the State of New York.
 2. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 3. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 4. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 5. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.

NOTES
 1. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 2. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 3. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.
 4. The contractor shall be responsible for the impact of construction and be provided prior to adding improvements.



**WHITE WING SUBDIVISION
 PHASE 2
 WASTEWATER PROFILE 2**

**PAPE-DAWSON
 ENGINEERS**

REVISIONS:
 1. WHITE WING SUBDIVISION
 2. WHITE WING SUBDIVISION
 3. WHITE WING SUBDIVISION

DATE: 10/11/2018 10:00 AM
 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 SHEET 18 OF 27

PROJECT: WHITE WING SUBDIVISION
 PHASE 2
 WASTEWATER PROFILE 2

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

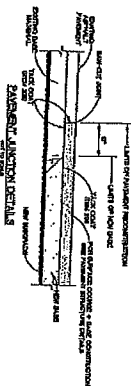
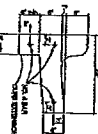
The City of New Brunswick will not accept the use of Recycled Asphalt Pavement (RAP) or Recycled Asphalt Shingles (RAS) in asphalt mixtures for new roadways. Any debris inclusions within new asphalt pavements will result in asphalt removal and replacement from date in order for limits to be determined by the City of New Brunswick.

MEMORANDUM CONTAINING REPORT THRU "STRUCTURAL COMPARISON AND PATENT ANALYSIS" REQUESTED BY SAN DIEGO, WENT NEW SUBORDINATE PLACE 2, NEW BRITAIN, THAT APPEARED BY A REPLY OF SAN DIEGO, 14, DATED NOVEMBER 18, 1974 AND DISCLOSED RELEVANT INFORMATION AS STATED IN THE ATTEND OF SAN ANTONIO, 12 SUPERVISORY LETTER DATED NOVEMBER 28, 1974.

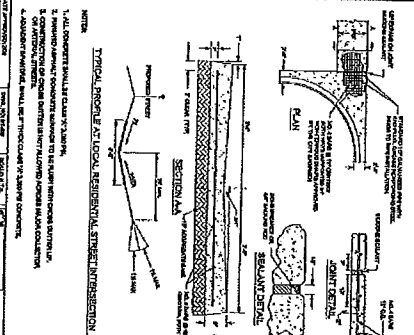
PATHEBAT SECTIONS (LOCAL -X)	
MATERIALS USED	20"
ADHESIVE BAZE	48"
KODAK	"
GEO-CARD	16x24 INCHES
STRUCTURAL INSULATION	1-1/2"

[illegible][illegible]

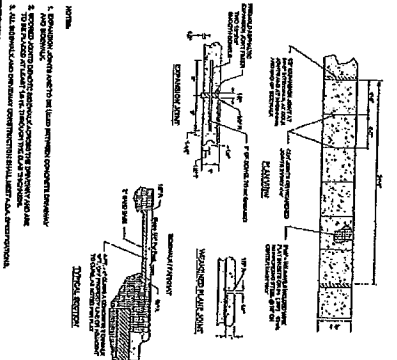
EXTENDED CURS FOR MOISTURE PROTECTION



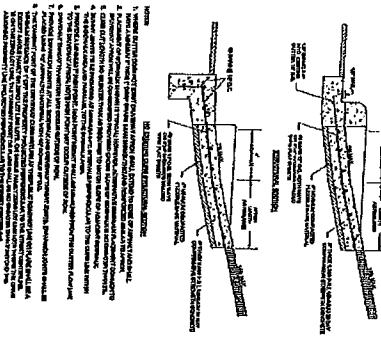
CROSS GUTTER



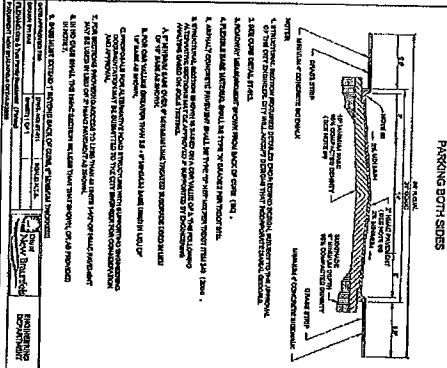
SIDEWALK PRESIDENTIAL



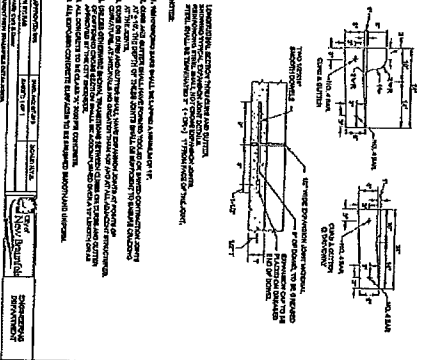
DRIVENWAY APRON
(ONE OR TWO FAMILY RESIDENTIAL)



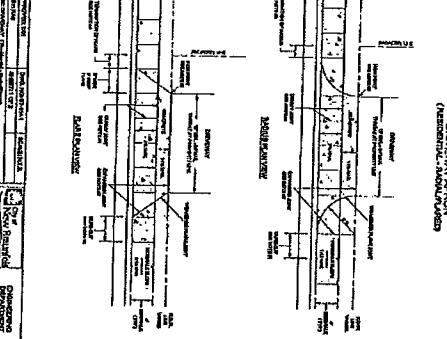
ED & TWO FAMILY RESIDENTIAL LOCAL



CURB AND GUTTER



**DRIVER/AY APRON
(RESIDENTIAL - RAOUL/AY)**



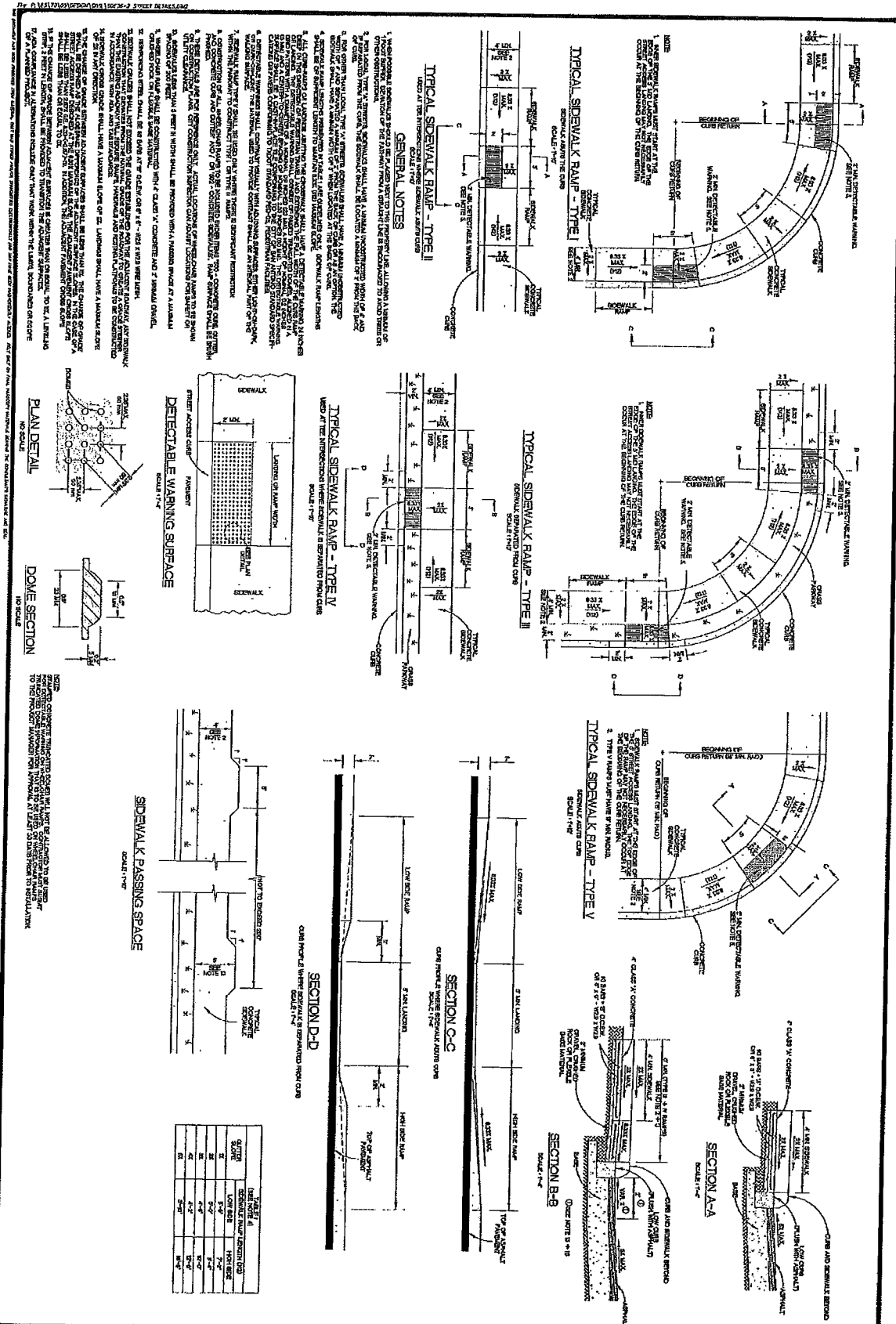
WHITE WING SUBDIVISION
PHASE 2
STREET DETAILS 1



**PAPE-DAWSON
ENGINEERS**



REVISIONS



WHITE WING SUBDIVISION
PHASE 2
STREET DETAILS 2

PAPE-DAWSON
ENGINEERS

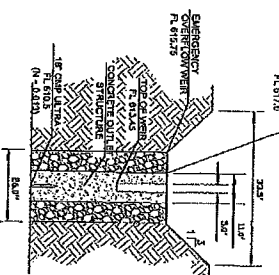
REVISIONS:

NO.	DATE	DESCRIPTION
1	12/31/2024	ISSUED FOR CONSTRUCTION

CD NO. 487-00
DATE: JANUARY 2015
PROJECT: 20 OF 27

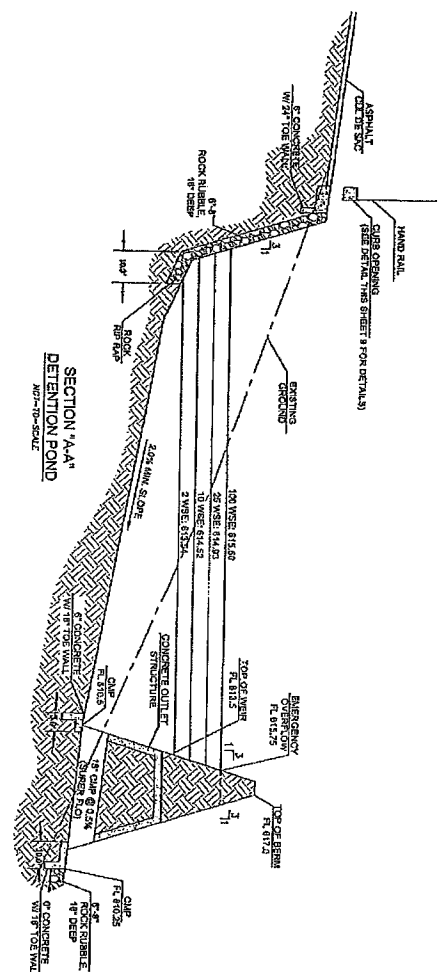
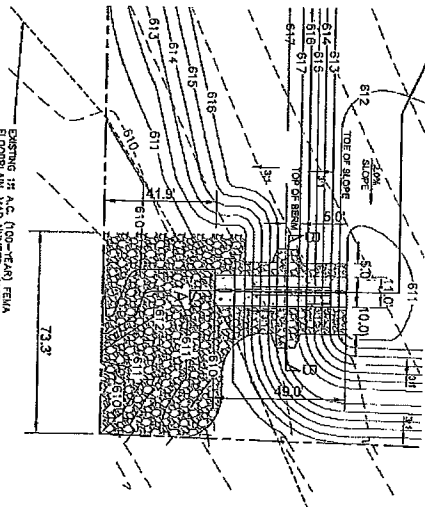
NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

1. ALL PIPES SHALL BE 15" DIA. UNLESS OTHERWISE SPECIFIED. 2. ALL PIPES SHALL BE 15" DIA. UNLESS OTHERWISE SPECIFIED. 3. ALL PIPES SHALL BE 15" DIA. UNLESS OTHERWISE SPECIFIED.

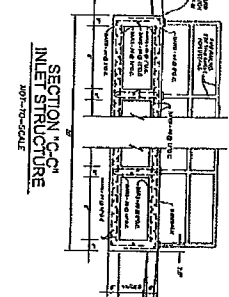
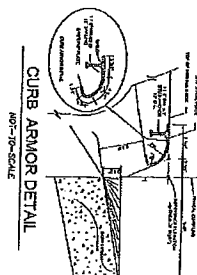
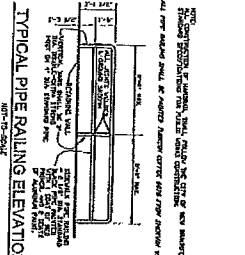
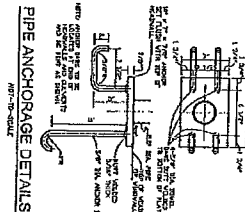


SECTION 'B-B'
OUTLET STRUCTURE
NOT TO SCALE
DATE: 11/15/16
BY: J. L. L. L.

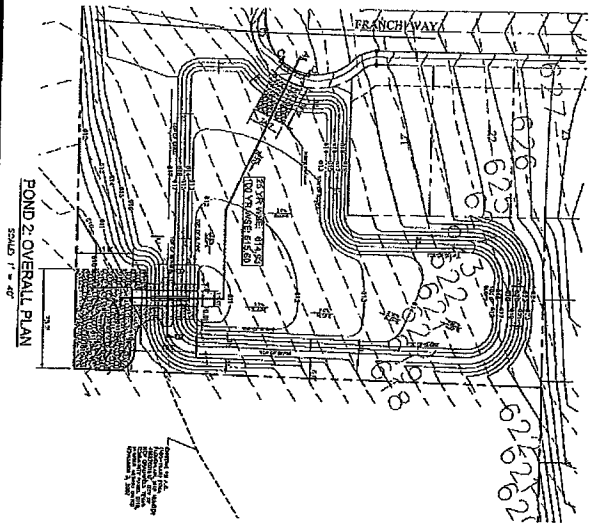
POND 2: OUTLET STRUCTURE
SCALE: 1" = 20'



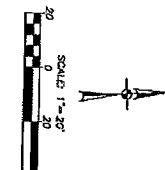
SECTION 'A-A'
DETENTION POND
NOT TO SCALE



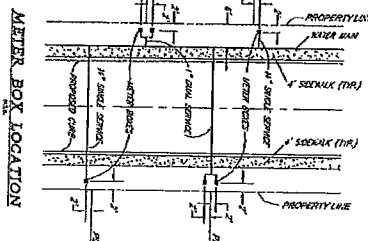
SECTION 'C-C'
INLET STRUCTURE
NOT TO SCALE



POND 2: OVERALL PLAN
SCALE: 1" = 40'

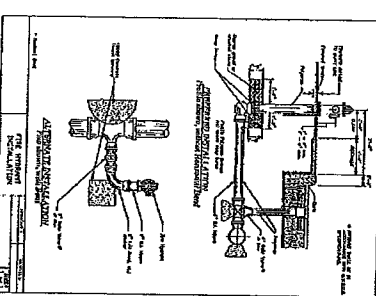
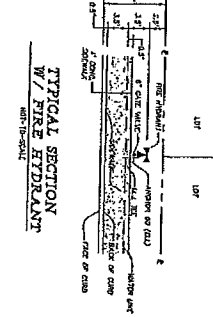
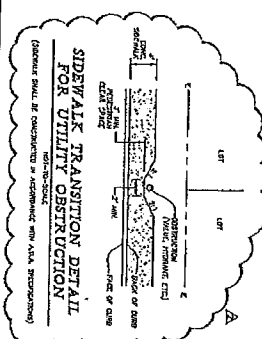
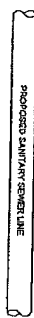


WHITE WING SUBDIVISION PHASE 2 POND DETAILS		PAPE-DAWSON ENGINEERS 2000 W. LOOP 410, SUITE 410 SAN ANTONIO, TX 78212 PHONE: 214.342.1234 FAX: 214.342.1235 STATE BOARD OF PROFESSIONAL ENGINEERS, CIVIL REGISTRATION # 406	PROFESSIONAL ENGINEER J. L. L. L. 11/15/16	REVISIONS 1. 11/15/16
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Notes:

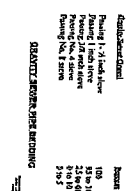
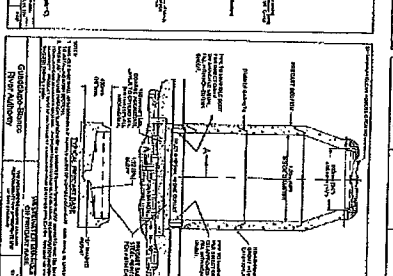
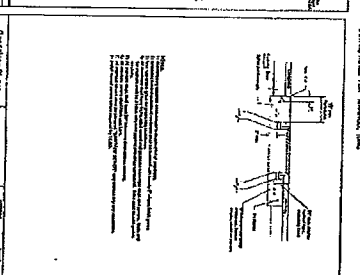
- Ensure all driveway approaches are built in general accordance with A.D.A. specifications.
- No valves, hydrants, etc. shall be constructed within curbs, sidewalks or driveways.
- All curbs and proposed sidewalks that do not abjoin proposed residential lots are required to be constructed with the street construction.



REVISIONS

1	TESTING - SOIL NAIL INSTALLATION FROM FLOOR TO B.O.C
2	REVISION - ADJUSTMENTS FOR EX AND S DEVIATION CORRECTIONS
3	TESTING - TRENCH TESTING (DEPT. 3 FEET OR DEEPER)

WW LCRA 025



REVISION

TCED - ORGANIZED SEWAGE
COLLECTION SYSTEM
GENERAL CONSTRUCTION NOTES

2. A. COINCIDENT COLLECTION MEASURED AGAINST ASSOCIATION WITH THE CONSUMPTION OF ALCOHOL AND CIGARETTES. THE ASSOCIATION BETWEEN CONSUMPTION OF ALCOHOL AND CIGARETTES AND THE RISK OF CHLAMYDIA INFECTION WAS EXAMINED USING DATA FROM THE NATIONAL HEALTH AND MEDICAL SURVEILLANCE STUDY. THE ASSOCIATION BETWEEN CONSUMPTION OF ALCOHOL AND CIGARETTES AND THE RISK OF CHLAMYDIA INFECTION WAS EXAMINED USING DATA FROM THE NATIONAL HEALTH AND MEDICAL SURVEILLANCE STUDY. THE ASSOCIATION BETWEEN CONSUMPTION OF ALCOHOL AND CIGARETTES AND THE RISK OF CHLAMYDIA INFECTION WAS EXAMINED USING DATA FROM THE NATIONAL HEALTH AND MEDICAL SURVEILLANCE STUDY.

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As a further layer of security within an electronic system, the system designers can use a technique called "data redundancy." This technique involves duplicating the data and storing it in two or more locations. If one location becomes corrupted, the data can be retrieved from the other location. This technique is commonly used in data centers and is also used in some types of electronic storage devices.

[illegible][illegible]

and biological, natural landscape, and human factors. The latter is composed of a variety of the social, economic, and cultural dimensions of the society. The human factor is the most complex and difficult to study, and is the one that has the greatest influence on the development of the landscape. The human factor is the one that is most difficult to study, and is the one that has the greatest influence on the development of the landscape. The human factor is the one that is most difficult to study, and is the one that has the greatest influence on the development of the landscape.

and for real, healthy medical science to come along and say,

NON-EDWARD'S AQUIFER
RECHARGE ZONE
SANITARY SEWER SYSTEM
GENERAL NOTES

ALL MATERIALS AND OPERATIONS PROCURED WITHIN THE ZONE OF THE PROJECT SHALL BE APPROVED BY THE PROJECT BOARD BEFORE DELIVERY AND CONSTRUCTION OF THE PROJECT IS PERMITTED.

A QUALIFIED CONTRACTOR OR SUBCONTRACTOR QUALIFIED UNDER THE BOARD'S CONTRACT NO. 01-1-1, 01-2, 01-3, 01-4 AND 01-5.

1. Customer "Wastewater" shall refer to those effluents produced by the following:

- a. Commercial and Industrial Wastewater
- b. Domestic Wastewater
- c. Commercial "Leak" Wastewater
- d. Commercial "Leak" Wastewater
- e. Commercial "Leak" Wastewater
- f. Commercial "Leak" Wastewater
- g. Commercial "Leak" Wastewater
- h. Commercial "Leak" Wastewater
- i. Commercial "Leak" Wastewater
- j. Commercial "Leak" Wastewater
- k. Commercial "Leak" Wastewater
- l. Commercial "Leak" Wastewater
- m. Commercial "Leak" Wastewater
- n. Commercial "Leak" Wastewater
- o. Commercial "Leak" Wastewater
- p. Commercial "Leak" Wastewater
- q. Commercial "Leak" Wastewater
- r. Commercial "Leak" Wastewater
- s. Commercial "Leak" Wastewater
- t. Commercial "Leak" Wastewater
- u. Commercial "Leak" Wastewater
- v. Commercial "Leak" Wastewater
- w. Commercial "Leak" Wastewater
- x. Commercial "Leak" Wastewater
- y. Commercial "Leak" Wastewater
- z. Commercial "Leak" Wastewater

[illegible]

the following are the variables which have a positive correlation with the dependent variable:

BRANCH EXCAVATION SAFETY PROTECTION

SEDIMENTATION AND SEDIMENTATION CONTROL
The book, *Sedimentation and Sedimentation Control*, by R. H. French, is published by McGraw-Hill, Inc., New York, New York. The book is 192 pages long, and is priced at \$12.50. It is available in paperback for \$7.50. The book is a practical guide to the design and operation of sedimentation tanks. It covers the theory of sedimentation, the design of sedimentation tanks, and the operation of sedimentation tanks. The book is written for engineers and technicians who are involved in the design and operation of sedimentation tanks. The book is a valuable reference for anyone who is interested in sedimentation and sedimentation control.

SUPPLEMENTARY

ALL INFORMATION CONCERNING THIS ARTICLE, INCLUDING ANY SUPPLEMENTARY MATERIAL, CAN BE FOUND IN THE ONLINE VERSION OF THIS ARTICLE, WHICH IS AVAILABLE AT www.internationaljournalofpsychopharmacology.com. For more information, please contact the publisher, Taylor & Francis Ltd, at Taylor_Francis@tandf.co.uk.

3. ALL WORK IN CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CONSTRUCTION SPECIFICATIONS AND PERMITS.

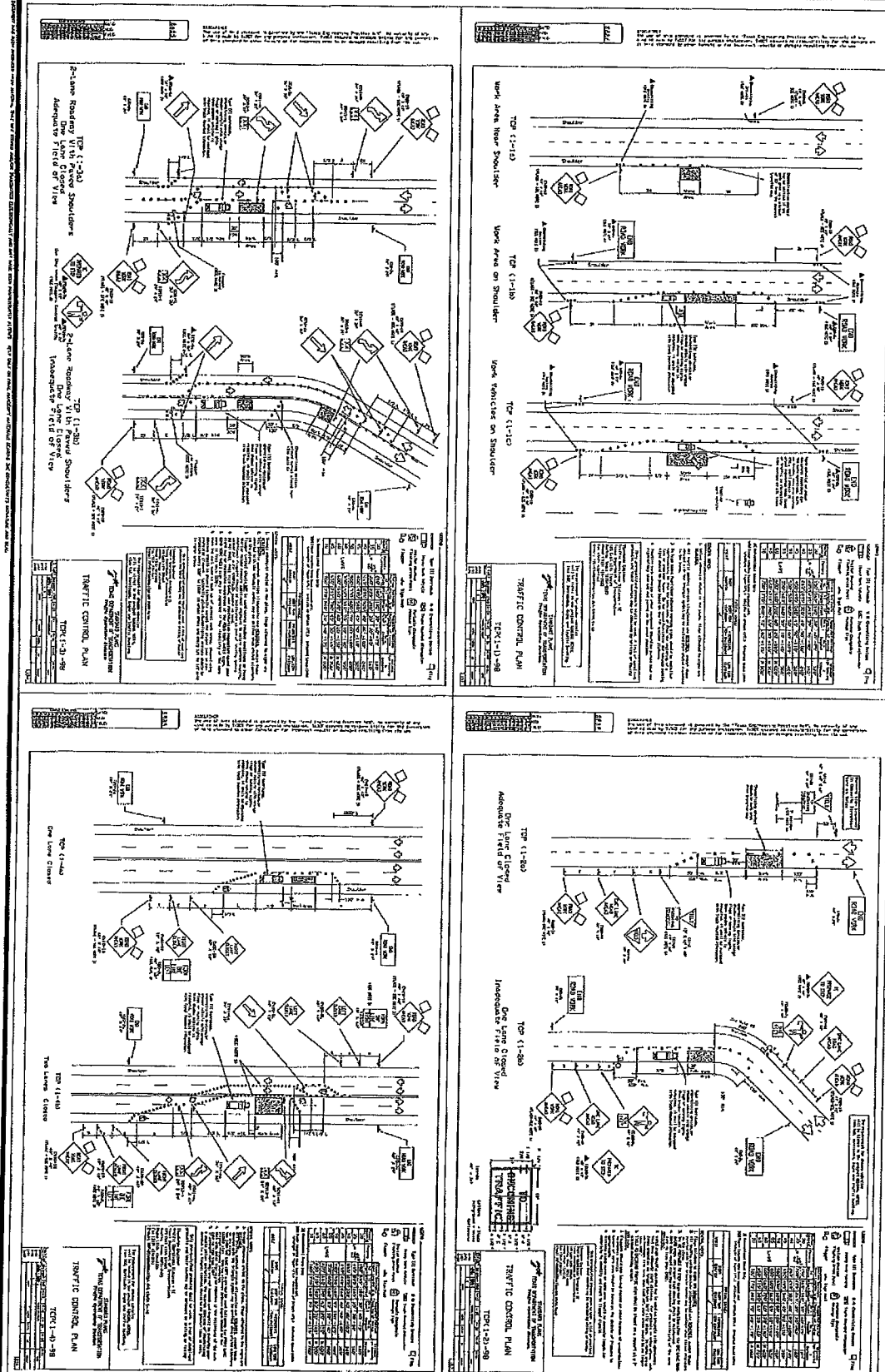
SAN ANTONIO WATER SYSTEM
CRITERIA FOR SEWER MAIN
CONSTRUCTION IN THE VICINITY OF
WATER MAINS

1. WHERE A STENCH FROM CHESTERS, SINKS, WATER TAPS AND THE SEWAGE DISPOSAL UNIT IS NOT ELIMINATED BY THE ABOVE LISTED METHODS, THE FOLLOWING STEPS SHOULD BE TAKEN:
 - a. CHECK THE PUMP OUTLINE FOR THE SINKS AND TOILETS FOR A CLOG. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
 - b. CHECK THE PUMP OUTLINE FOR THE CHESTERS. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
 - c. CHECK THE PUMP OUTLINE FOR THE WATER TAPS. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
 - d. CHECK THE PUMP OUTLINE FOR THE SEWAGE DISPOSAL UNIT. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
2. IF THE STENCH PERSISTS, THE FOLLOWING STEPS SHOULD BE TAKEN:
 - a. CHECK THE PUMP OUTLINE FOR THE SINKS AND TOILETS FOR A CLOG. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
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 - d. CHECK THE PUMP OUTLINE FOR THE SEWAGE DISPOSAL UNIT. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
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 - c. CHECK THE PUMP OUTLINE FOR THE WATER TAPS. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.
 - d. CHECK THE PUMP OUTLINE FOR THE SEWAGE DISPOSAL UNIT. IF THE PUMP IS CLOGGED, IT WILL NOT PUMP THE WASTE TO THE SEWER. THE PUMP SHOULD BE CLEANED OUT BY A PLUMBER.

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ENGINEER GENERAL NOTES

[illegible][illegible][illegible]



PURCHASER'S STATEMENT

DATE: December 15, 2015

GF NO.: 4311024340

SALE FROM: Meritage Homes of Texas, LLC
3010 North Loop 1604 West, Suite 214
San Antonio, TX 78231

TO: White Wing 2016, LLC

PROPERTY: White Wing Phase 1, V7/382, and White Wing Phase 2, 15 residential lots and 16.71 Acres to be developed into 66 residential lots, BEXAR County
San Antonio, TX



July 7, 2015

Mr. Stephen Lieux, P.E.
Rausch Coleman Homes
3420 N. Plainview Avenue
Fayetteville, AK 72703

Re: White Wing, Phase II
66 Lots - 60' in Width
±16.71 Acres

Dear Mr. Lieux:

We are pleased to present this proposal for providing engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

- I. FINAL PLATTING** **\$3,500**
- Preparation of a final subdivision plat for White Wing, Phase II. The Engineer shall perform computations necessary to prepare a final plat suitable for submission to the City of New Braunfels and Comal County for approval and recordation.
- II. CONSTRUCTION BIDDING SERVICES (IF REQUESTED)** **Allowance: \$3,000**
- The Engineer, when authorized by the Client, shall prepare construction bid packages including, but not limited to invitation to bid, quantity estimates, bid forms and specifications.
 - Distribute and collect bid packages, open bids in private and prepare a bid tabulation to provide a comparison between bidding contractors. Provide bid tabulation to client for contractor selection.
 - Attend a pre-construction meeting with the contractor selected by Client.
 - Prepare preliminary/draft construction contract for use between the developer and contractor.

San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

III. CONSTRUCTION SURVEYING AND SERVICES **\$5,000**
(DRY UTILITY STAKING ONLY)

(Excludes Streets, Sanitary Sewer, Storm Drain, Water and Grading)

- The Engineer shall provide one (1) set of pins on lot corners and offset hubs for joint trench construction including primary crossings. Locations are to be provided by Guadalupe Valley Electric Cooperative (GVEC). This task does not include complete lot restakes at the end of construction.
- Contractor is responsible for all on-site staking with exception of Dry Utilities (GVEC, AT&T and TWC). Engineer will provide four (4) project control points with X, Y and Z information for use during construction. Engineer will also provide all CADD and 3D surface modeling files for the Contractors use.

Notes:

- Staking listed above assumes one-time staking unless otherwise noted. Restaking due to stakes being "knocked out" will be done at the expense of the contractor and/or developer.*
- Does not include staking for secondary conduit crossings (GVEC, AT&T, TWC).*
- Does not include staking for developer-requested conduits (i.e., conduits to greenbelts).*

IV. TPDES STORM WATER POLLUTION PREVENTION PLAN **\$3,500**

This task is required by the Texas Commission on Environmental Quality's (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) regulations for storm water runoff from construction sites greater than five acres or part of a larger plan of development that is greater than five acres. This task will include:

- Assessment of the site for requirements of TPDES regulations (i.e., size of site, size of offsite/upstream watersheds, areas to be disturbed).
- Development of a Storm Water Pollution Prevention Plan in accordance with TPDES regulations (i.e., selection and location of Best Management Practices, such as silt fencing, rock berms, detention basins, stabilized construction entrances).
- Develop a temporary sedimentation basin for large disturbed watersheds.
- Preparation of bound Storm Water Pollution Prevention Plan including: Maintenance and Inspection Schedule for BMP's, Responsible Party Chart, Inspection Forms, Notice of Intent forms and Notice of Termination forms.

V. CONSTRUCTION PHASE SERVICES

\$8,000

A. Water & Sewer Observation

For water and sewer line construction, engineer shall provide observation to comply with Green Valley Special Utility District (GVSUD) and Guadalupe Blanco River Authority (GBRA) construction work orders and required certifications including witnessing of sewer and waterline testing. If complications arise that require retesting, the owner will be notified of the situation and additional services may be requested at that time.

B. Certification of Field Quantities – (Plan of Record)

Engineer will provide plan of record drawings to the governmental agencies for water and sanitary sewer as required based on information provided by the Contractor. (This excludes detailed on-the-ground surveying or GPS work related to final as-built locations.)

C. Construction Observation

The Engineer shall provide periodic on-site field visits to observe construction status and to review general conformance of construction to engineer's plans. Site visits will be made for pay invoice verification as well as for periodic construction observation. This task also includes coordination with home builders' representatives to address construction related issues. If additional effort beyond this budget is required, the engineer will coordinate with client.

VI. UTILITY COORDINATION

\$4,000

This task includes coordination with utility companies to provide service to the site.

- Meet once each with Green Valley Special Utility District (GVSUD), Guadalupe – Blanco River Authority (GBRA), GVEC, AT&T, and Time Warner Cable to develop scheme to serve site.
- Coordinate alignments for utility service with the various agencies.
 - Attend pre-construction meetings.
 - Coordinate construction of site utilities.
- If additional meetings become necessary, attendance will be an additional service and will be billed on a time and materials basis.

VII. FINAL LOT STAKING

\$13,200

After completion of construction, the Engineer shall set final lot pins. Staking will include the setting of front and rear lot corners and all applicable PC's and PT's. (Assuming 66 Total Lots)

*Note: Re-pinning listed above assumes one-time staking unless otherwise noted.
Re-pinning due to PINS being disturbed will be done at the expense of the contractor and/or developer.*

VIII. DETAILED MASS GRADING VERIFICATION

Allowance: \$2,000

Once the mass grading is completed, the Contractor will provide the CADD file to the Engineer for verification of grading. The client will be invoiced for time and materials based on actual effort expended. The Engineer will report findings to the Client and Contractor.

IX. FINAL ACCEPTANCE & PROJECT CLOSEOUT

Allowance: \$8,000

As discussed, the City of New Braunfels has recently become more stringent and detail oriented when it comes to final acceptance of street and drainage improvements. This task has been added to account for any additional time and effort. The allowance above will be billed on a time and material basis, as needed.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ Agency fees are not included herein.
- ◆ This proposal does not include any rezoning of the property.
- ◆ The design of French drain systems or other drainage systems to contain onsite groundwater (if present) is not included within our scope of services.
- ◆ No structural design is included herein.
- ◆ No value engineering is included herein.
- ◆ Additional services required by the client which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.
- ◆ Proposed fee excludes coordination with client's lender, attorney, and property seller relative to loan, property closing agreement, etc.
- ◆ Proposal excludes travel expenses.
- ◆ Proposal excludes pavement design services
- ◆ Proposal excludes design and construction surveying services (except GVEC lot corner staking).
- ◆ Proposal excludes tree mitigation services (not required).

- ◆ *Proposal excludes engineering and design services.*
- ◆ *Proposal assumes most recent lot grading plan will be used as of 1/14/15.*
- ◆ *Proposal excludes wet utility staking for GVSUD and GBRA.*

SUMMARY

I. Final Platting	\$3,500	
II. Construction Bidding Services (If Requested)	\$3,000	Allowance
III. Construction Surveying and Services	\$5,000	
IV. TPDES Storm Water Pollution Prevention Plan	\$3,500	
V. Construction Phase Services	\$8,000	
VI. Utility Coordination	\$4,000	
VII. Final Lot Staking	\$13,200	
VIII. Detailed Mass Grading Verification	\$2,000	Allowance
IX. Final Acceptance and Project Closeout	<u>\$8,000</u>	Allowance
Total:	\$50,200	

COMPENSATION

Basis of Compensation

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of **\$50,200** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) or applicable sales tax on services. This budget figure will not be exceeded without written modification of this Agreement.

Direct Expenses shall include reproduction, travel, long distance telephone calls, express mail, special deliveries and subcontractor expenses directly related to these services. Direct Expenses shall include a 10% markup on cost.

Agreement

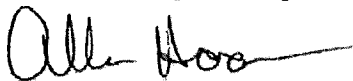
Upon Client's signing of this Proposal, this Proposal and the attached Terms and Conditions become the Agreement between the Client and Pape-Dawson.



Mr. Stephen Lieux, P.E.
White Wing, Phase II
July 7, 2015
Page 6 of 6

We appreciate the opportunity to work with you on this project. If this proposal meets with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email, fax or US Mail for our records. Receipt of the executed documents will serve as your authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration #470



Allen Hoover, P.E.
Sr. Project Manager

RAUSCH COLEMAN HOMES

Signature: 
Name: David C. Fye
Title: manager
Date: 7-10-15

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* Contingent upon Rausch Coleman closing on property
* Proceed w/ gaining approval of construction plans
by City, Water, & Sewer providers.
* Termination as outlined in Article 7



**PAPE-DAWSON ENGINEERS, INC.
PROFESSIONAL SERVICES AGREEMENT
RE: WHITE WING, PHASE II
PART I - TERMS AND CONDITIONS**

WHEREAS: This Professional Services Agreement is made and entered into between RAUSCH COLEMAN HOMES, hereinafter referred to as "Client" and PAPE-DAWSON ENGINEERS, INC., a Texas corporation, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer". This Agreement consists of two parts, Part I - Terms and Conditions, Part II - Work Order/Proposal - Scope of Services and Compensation.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services in conformance with the descriptions, definitions, terms and conditions as set forth herein and on Work Order(s) and/or Proposal, and Amendment(s), subsequently attached hereto.

ARTICLE 2: WORK ORDERS AND PROPOSALS

2.1 Properly executed individual and consecutively numbered Work Order(s) and/or Proposal shall be attached and are hereby made a part of this Agreement.

2.2 The Work Order(s) and/or Proposal shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Work Order(s) and/or Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Amendment, make changes within the general scope of individual Work Order(s) or Proposal relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Work Order/Proposal amendment is signed by the Client.

3.3 In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Work Orders/Proposal shall be reflected in an appropriate Work Order/Proposal Amendment.

ARTICLE 4: THE TERM

4.1 Term. Engineer shall be retained by Client as of the date Client executes the attached Work Order and/or Proposal, which together with these Terms and Conditions constitutes the Agreement, and continuing until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 Access. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 Client-furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 Other Information. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 Indemnity. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

5.5 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 Laboratory Services. In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon

Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in individual Work Orders or as identified in Proposal.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in Work Order(s) and/or Proposal, and Amendments subsequently attached hereto. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of the Work Order and/or Proposal, and Work Order Amendment for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement and/or Work Order(s) may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement and/or Work Order immediately. In the event Client terminates the Agreement and/or Work Order based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement and/or Work Order(s).

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or

payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns; Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.

10.12 **Invalidation.** If the attached Proposal is not executed by Client within thirty (30) days of the date signed by Engineer, it shall become invalid.

Engineer: PAPE-DAWSON ENGINEERS, INC.

By: Rick Wood

Name: Rick Wood, P.E.

Title: Executive Vice President Date: 07/07/15

Client: RAUSCH COLEMAN HOMES

By: David C. Frye

Name: DAVID C. FRYE

Title: Manager Date: 7-10-15



LAND DEVELOPMENT

3420 N. Plainview Ave, Suite 102

Fayetteville, AR. 72703

Office 479-455-2025

NOTICE TO PROCEED

Date: 12/10/15

Company: DNT Construction, LLC

Attention: Jason Nikkels

Subject: White Wing Phase II - Construction

Dear Sir,

You are hereby authorized to proceed on the above referenced contract beginning on or before 12/10/15. This contract calls for all work to be completed in 130 calendar days. Therefore, the contract completion date is established as 4/18/16.

Sincerely,

A handwritten signature in black ink, appearing to read "DFW" with a checkmark-like flourish at the end.

David Frye
Manager
White Wing 2016, LLC

Enclosure

CC:



March 30, 2016

GBRA
Attn: Jeff McKee
933 East Court St.
Seguin, TX 78155

RE: Sewer Impact Fees – White Wing Phase 1

Mr. McKee,

Please see enclosed payment for remaining 10 Lots in White Wing 1 Sewer Impact Fees (\$2900/lot).

Thank you,



Kristy Payne

Land Development Administrative Assistant

Rausch Coleman Homes

4058 N. College Ave., Ste. 300 Box 9, Fayetteville, AR 72703

O: 479.455.9090 | T: 844.4RCHomes

www.RauschColeman.com

Rausch Coleman
4058 N. College Ave, Ste. 300 Box 9 – Fayetteville, AR 72703 – Office: 479-455-9090 – Fax: 479-455-2041
www.rauschcolemanhomes.com

WW_LCRA 041

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER



White Wing 2016, LLC
P.O. Box 10560
Fayetteville, AR 72703
479-455-9090

30-1328-17/1140

Cash-IBC Bank
130 East Travis
San Antonio, Texas 78205

PAY EXACTLY *****29,000 DOLLARS AND 00 CENTS

DATE

03/30/16

CHECK NO.

001026

CHECK AMOUNT

****29,000.00

TO THE
ORDER
OF

Guadalupe-Blanco River Authority
933 East Court St
Seguin, TX 78155

J R Rosh

AUTHORIZED SIGNATURE

DOCF

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED, DETAILS ON BACK

⑈001026⑈ ⑆114013284⑆ 2413478124⑈



April 7, 2016

GVEC
Attn: Jeff Ratliff
6400 IH 10 W
Seguin, Texas 78155

RE: White Wing, Phase 2 - Electric

Please see enclosed:

- Signed Subdivision Contract
- Check in the amount of \$88,800.00

Thank you,



Kristy Payne

Land Development Administrative Assistant

Rausch Coleman Homes

4058 N. College Ave., Ste. 300 Box 9, Fayetteville, AR 72703

O: 479.455.9090 | T: 844.4RCHomes

www.RauschColeman.com

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