

CAUSE NO. 2017-CI-21998

HIGHLANDS RANCH HOMEOWNERS ASSOCIATION	§	IN THE DISTRICT COURT
	§	
	§	
VS.	§	37 TH JUDICIAL DISTRICT
	§	
IH 10 RLV, LP, SA RANCLAND FAIR OAKS MF, LP AND PAPE-DAWSON ENGINEERS, LLC	§ § §	BEXAR COUNTY, TEXAS

SETTLEMENT AGREEMENT

Highlands Ranch Homeowners Association (“Plaintiff”), on one hand, and IH 10 RLV, LP, SA Ranchland Fair Oaks MF, LP, and Pape-Dawson Engineers (“Defendants”), on the other hand, agree to settle the above case on the following terms (consisting of eight pages):

1. Except as set forth herein, Defendants, IH 10 RLV, LP and SA Ranchland Fair Oaks MF, LP, will provide all engineering services, labor and material to remediate the drainage from Defendants’ property onto Plaintiff’s/Association’s property through the following specific work as approved by the appropriate regulatory organizations:

- a. Defendants shall pay Association the sum of \$64,650.20 for the construction and installation of drainage pipes underneath the Association’s road, Ranchland View, and other related structures damaged during construction (see paragraph following item 1.d) and Defendants shall bear the cost for construction and installation of drainage pipes and other related structures on Defendants’ property that are connected to the pipes on Association’s property, in accordance with the Civil Construction Plans (consisting of six pages), stamp dated July 23, 2020 and signed by Thomas Matthew Carter with Pape-Dawson Engineers, LLC, attached hereto as Exhibit “A,” and pursuant to the bid sheets from V.K. Knowlton (“VKK”) attached hereto as Exhibits “B” for Association’s property and “C” for Defendants’ property. The Association

shall own the pipes and other structures on its property. Defendants shall ensure that VKK will have repairs made to any damaged structures or items resulting from the drainage construction or Defendants shall hire other appropriate contractors to make such repairs, including among other things the gas lines (Grey Forest Gas) beneath the Ranchland View road and the gate keypad electrical wiring (Quality Access Gate) beneath the Ranchland View road, all at Defendants' expense.

b. As part of item 1.a, Defendants shall ensure that VKK removes the existing commercial detention pond drain outlet and its encasement that dumps water onto the Association's curved entry road and shall restore that area to original condition.

c. Defendants agree to repair two areas inside Association's gate that were damaged from construction on Defendants' property and/or drainage from Defendants' property, as follows:

(1) Repair excavation damage immediately inside the gate on the north side of Ranchland View next to Defendants' wood fence by installing sod (matching the type of sod in the surrounding area) in two areas as identified in attached Exhibit "E" as the full and final repair. Association shall be solely responsible for irrigation and future maintenance of the repair area.

(2) Repair drainage damage next to the property line of the first home on the north side of Ranchland View, where drainage from Defendants' property has created a water worn ravine, by adding boulders between block wall and cedar post for the fence as shown in the attached Exhibit "F" as the full and final repair.

d. Association's landscaping contractor and irrigation contractors shall be engaged by Association to restore the vegetation and irrigation on the damaged areas outside the Association's gate, including the landscape easement area held by the Association on

the Defendants' commercial tract, but excluding the commercial detention pond. Defendants shall reimburse Association for this work up to \$20,000; if the total cost exceeds that amount, Association will be responsible for the excess. Defendants shall reimburse Association within 30 days after the work per this item 1.d is completed.

Defendants agree to make a best effort to have VKK commence drainage remediation work per this item 1 ("drainage construction") within 30 days after the Effective Date (see item 10) of this Agreement and complete all work within 60 days thereafter in accordance with the contracts with the construction contractor. Defendants agree, acting on their own behalf, to make their best effort to hire VKK as the construction contractor to perform the work on its property, as set forth in Exhibit "B", for which Defendants are responsible for bearing the cost of completion and as will further be set forth in an Independent Contractor Agreement with VKK. The Association shall directly engage VKK to perform said work on its property, as described in Exhibit "C", and as will further be set forth in an Independent Contractor Agreement with VKK. The effective date of each of the independent Contractor Agreements with VKK shall be no more than 10 days after the Effective Date of this Settlement Agreement. If work by VKK cannot be arranged and Defendants need to hire another company, Defendants shall obtain approval of the Association, which shall not be unreasonably withheld. Defendants shall have the construction contractor include provisions in the separate contracts (1) requiring VKK to perform density tests, (2) requiring VKK to provide a one-year warranty period relating to the work they perform, (3) naming the Defendants and the Association as parties which shall independently have authority to enforce said warranty agreement, (4) stating that Association's representatives shall also have authority to inspect the work as it progresses, but that any objections or concerns shall be provided to Pape-Dawson Engineers, LLC, for resolution with VKK, and (5) setting forth in each separate contract the total cost for construction contractor's services. A copy of the separate construction contracts shall be

provided by the Defendants and Association to one another prior to the beginning of any construction and the two contracts shall be written such that work on both contracts has to be conducted simultaneously. Defendants shall pay to the Association the total cost set forth in Exhibit "C" prior to beginning of construction and Association shall use such funds to pay VKK for the work performed under such contract based on invoices submitted to the Association's management company, Diamond Association Management & Consulting. Defendants shall pay VKK for the work performed under their contract with VKK based on invoices submitted to Defendants. Any change orders to the drainage construction contracts must be approved by Defendants and Association. Association and Defendants agree that Defendants shall not pay for any asphalt resurfacing over the drainage area or any other area over the Association property and that Association shall enter into a contract with VKK to complete all asphalt work at no cost to the Defendants and such contract shall be setup to commence as soon as the drainage work is completed.

Defendants and Association acknowledge that future maintenance of the drainage system constructed per this item 1 might need to be performed to maintain the functionality of the system. This maintenance might be required on the system located on either of the parties' property at separate times or at the same time. Before performing any work on the system, regardless of whose property on which the work will be performed, the party requesting that work be performed shall notify the other party. If work is needed at the same time on the system located on both properties, the parties shall agree on the nature of the necessary work and shall make their best efforts to hire the same construction company to perform the work. Each party shall be responsible for the cost of the work to be performed on the part of the system located on their property.

2. Defendants shall pay to Association the total sum of \$20,000 to cover part of Association's legal and engineering expenses no later than 30 days after the Effective Date of this Settlement Agreement.

3. In exchange for the payments described herein, and the mutual promises and covenants set forth herein, Plaintiff hereby fully and finally releases Defendants, and their respective agents, employees, officers, members, partners, affiliates, successors, and assigns, including the Cincinnati Insurance Companies and Cincinnati Insurance, of any and all claims, causes of action, or demands, whether such claims are known or unknown, accrued or unaccrued, and arising from or relating to the drainage issues at issue in this lawsuit, the Easement Agreement at issue in this lawsuit, and any other claims that were or could have been asserted in this lawsuit. Association covenants not to sue Defendants in the future for any claims released herein. Defendants covenant not to sue Association in the future for any matters covered herein. The parties each bear the risk of any mistake of fact or law in entering into this Settlement Agreement. The parties further agree to disclaim reliance on any promise, statement or a representation of the other parties in entering into this Settlement Agreement, except as expressly set forth herein. However, nothing stated in this item 3 shall prohibit any of the parties from seeking legal redress (1) against any of the other parties hereto for their noncompliance with any of the terms of this Settlement Agreement for which said parties are responsible and (2) against the construction contractor for violation of the terms of the construction contracts per item 1 above.

4. With respect to the Landscape Buffer (as that term is defined in the Easement Agreement between Pfeiffer/Lee Joint Venture, as Grantor, and Highlands Ranch Homeowners Association, as Grantee, recorded at Volume 13274, Page 1082, Official Public Records of Real property of Bexar County, Texas (hereinafter "the Easement Agreement"), Defendants shall hereafter be responsible for ad valorem property taxes and on-going maintenance for the portion

of said Landscape Buffer on which the commercial detention pond is located, including as provided for in item 5 below. The Association shall be and is hereby released from those obligations, which are set forth in the paragraphs numbered as 4 and 7 under the “Terms and Conditions” of the Easement Agreement for the portion of the easement where the detention pond is installed. Defendants agree to prepare an amendment to the Easement Agreement setting forth these changes and those stated in item 5 below and to provide such to Association’s counsel within 30 days after the Effective Date of this Settlement Agreement. Association’s counsel shall have the option to provide changes, which will be provided to Defendants’ counsel within 15 days after Association’s counsel receives said amendment. All parties agree to make a good faith effort to agree on the amendment to the Easement Agreement within 45 days after the Effective Date of this Settlement Agreement.

5. If Defendants desire to reduce the size of the existing commercial detention pond at some future date, Association will not object if the new size provides for all drainage flow through the new underground drainage system; however, J. Steven Brown shall approve any such plan on behalf of the Association prior to its implementation and shall not deny, withhold or delay such approval unreasonably. Provided doing so does not interfere with the functionality or intended use of the commercial detention ponds or drainage infrastructure, Defendants agree that Association shall have the right, but not the obligation, to install screening landscaping (e.g., shrubs and grass) and irrigation on top of the dirt berm (the outer-most eastern wall of the pond north of the Association’s curved entry road and the south wall of the pond) based on the layout and approximate linear footage as shown on the attached Exhibit “D” and made a part hereof to conceal the commercial detention pond from view of the Interstate Highway 10, the frontage road to Interstate Highway 10, and the entry to Ranchland View and (2) to maintain such landscaping and irrigation. This will include at least that portion of Defendants’ property that is currently a

part of the existing easement property and is, therefore, simply a restatement of what the existing easement agreement says.

6. All cost and fees relating to the preparation of this Settlement Agreement are to be paid by the party that incurred them.

7. Upon execution of this Agreement, the lawsuit filed by the Association shall be dismissed with prejudice. The Association shall further file appropriate releases of the Lis Pendens it recorded in connection with this Lawsuit.

8. This Settlement Agreement, and the amendment to the Easement Agreement discussed in item 4 shall be binding on any future owners of Plaintiff's or Defendants' property that is the subject of this Settlement Agreement.

9. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

10. The Effective Date of this Agreement shall be October 15, 2020.

HIGHLANDS RANCH HOMEOWNERS
ASSOCIATION, INC., PLAINTIFF
14603 Huebner, Bldg. 40
San Antonio, Texas 78230

By: Jo Ann Browne
Name/Title: Jo Ann Browne, President
Date: October 13, 2020

IH 10 RLV, LP, DEFENDANT
6002 Camp Bullis Road
San Antonio, Texas 78257

By: IH10 RLV MGP, LLC, it's Managing General Partner

By: 
Name/Title: Rajeev Puri, Manager
Date: 10/15/2020

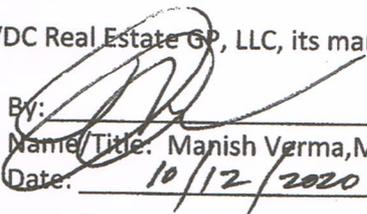
SA RANGLAND FAIR OAKS MF, LP, DEFENDANT
4733 College Park, Suite 200
San Antonio, Texas 78249

By: SA Ranchland Fair Oaks MF GP, LLC, its general partner

By: SA MF GP, LLC, its manager

By: 
Name/Title: Rajeev Puri, Manager
Date: 10/15/2020

By: VDC Real Estate GP, LLC, its manager

By: 
Name/Title: Manish Verma, Manager
Date: 10/12/2020

PAPE-DAWSON ENGINEERS, LLC, DEFENDANT
2000 Northwest Loop 410
Castle Hills, Texas 78213

By: _____
Name/Title: _____
Date: _____

By: _____
Name/Title: Rajeev Puri, Manager
Date: _____

SA RANGLAND FAIR OAKS MF, LP, DEFENDANT
4733 College Park, Suite 200
San Antonio, Texas 78249

By: SA Ranchland Fair Oaks MF GP, LLC, its general partner

By: SA MF GP, LLC, its manager

By: _____
Name/Title: Rajeev Puri, Manager
Date: _____

By: VDC Real Estate GP, LLC, its manager

By: _____
Name/Title: Manish Verma, Manager
Date: _____

PAPE-DAWSON ENGINEERS, INC., DEFENDANT
2000 Northwest Loop 410
Castle Hills, Texas 78213

By:  _____
Name/Title: Todd Wilson, CFO
Date: 10/9/20

TRENCH EXCAVATION SAFETY PROTECTION:

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.

CAUTION!!!

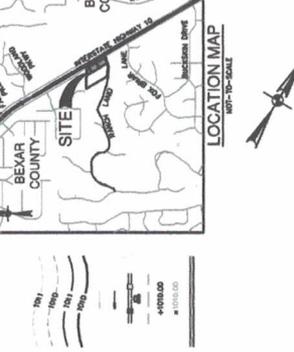
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.

GRADING NOTES:

1. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND THE TEXAS A&M UNIVERSITY SYSTEM (TAMUS).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.

11. THE CONTRACTOR SHALL OBTAIN GRADES SHOWN HEREIN WITHIN 72 HOURS OF THE START OF CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE CITY, COUNTY AND TARRANT JURISDICTIONS.
17. POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO A DRAINAGE BASIN.
18. NO WORK SHALL BE PERFORMED IN A PUBLIC RIGHT-OF-WAY WITHOUT A PERMIT.

- LEGEND**
- EXISTING 1" CONTOURS
 - PROPOSED 1" CONTOURS
 - PROPOSED 5' CONTOURS
 - PROPOSED FLOW ARROWS
 - PROPOSED SPOT ELEVATIONS
 - EXISTING SPOT ELEVATIONS
 - RETAINMENT WALL



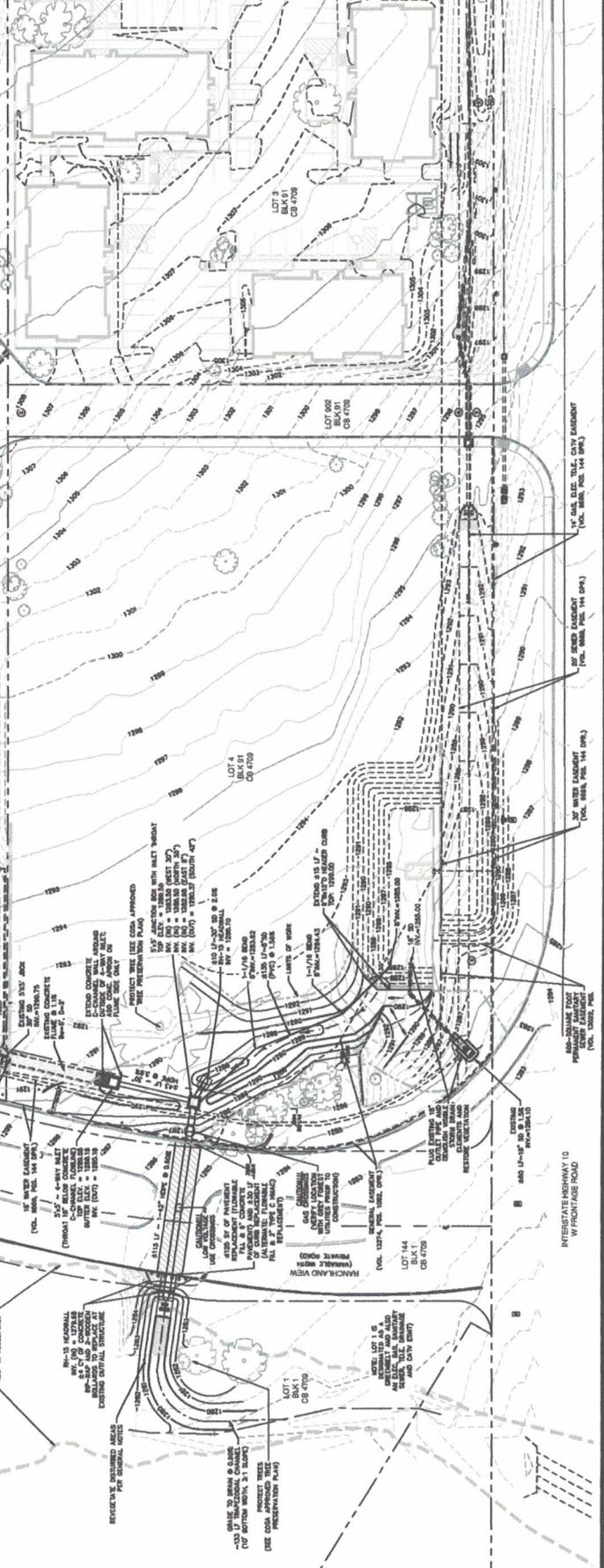
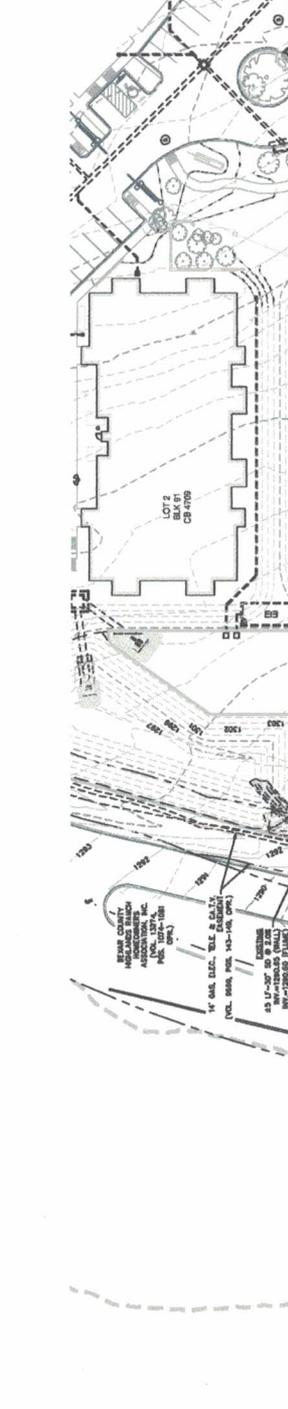
DATE: 7/23/2020
 NO. REVISION: []
 BEAR COUNTY, TEXAS
 ENGINEERS: []

Pape-Dawson ENGINEERS
 6000 FM 1000, SUITE 100, BEAR, TEXAS 75001
 PHONE: (972) 440-1111
 FAX: (972) 440-1112
 WWW.PAPE-DAWSON.COM

RANCHLAND VIEW/FAIR OAKS CROSSING
 BOERNE, TEXAS
 GRADING AND DRAINAGE PLAN
 PLAT NO. 1709376
 JOB NO. 1709376-01
 DATE: JULY 2020
 DRAWN BY: []
 CHECKED BY: []
 SHEET: C1.00

GENERAL NOTES

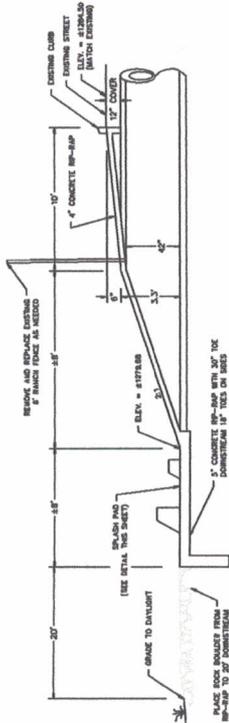
1. PROVIDE SHIPY MARKERS AS REQUIRED.
2. MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
3. PROVIDE SHIPY MARKERS AS REQUIRED.
4. MAINTAIN ALL EXISTING FENCING.
5. REPLACE ALL EXISTING FENCING.



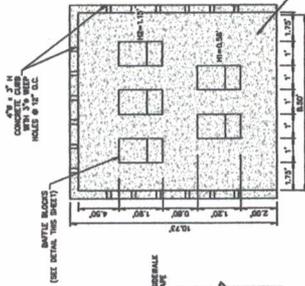
BEAR COUNTY, TEXAS
 BEAR COUNTY ENGINEERS
 1000 FM 1000, SUITE 100, BEAR, TEXAS 75001
 PHONE: (972) 440-1111
 FAX: (972) 440-1112
 WWW.PAPE-DAWSON.COM

DRAINAGE NOTES:

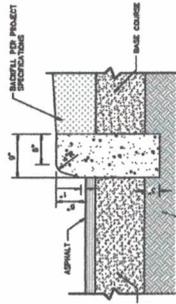
1. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE STATE OF TEXAS, COUNTY OF TARRANT COUNTY, TEXAS, AND THE CITY OF FORT WORTH, TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, AND TELEPHONE LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.
7. ALL UTILITIES OF PIPE ARE TO BE INSTALLED TO THE INSIDE FACE OF STRUCTURES.
8. CONTRACTOR SHALL OBTAIN PROPER SIZE OF JOINT BOXES NEEDED BASED ON THE MANUFACTURER'S SPECIFICATIONS.
9. ALL STORM DRAIN TO JOINT BOX CONNECTIONS SHALL HAVE CONCRETE COLLARS.
10. ALL GRADE DETAILS MUST BE FWD DATED GRATES.
11. TYPE OF MANHOLE, JOINT BOXES AND GRATES SHALL BE SET FLUSH TO FINISH SURFACE BASED UPON STANDARD PLAN.



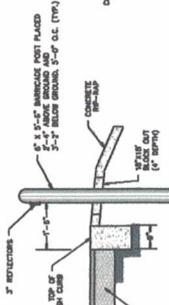
CONCRETE RIP-RAP END SECTION
NOT TO SCALE



SPLASH PAD DETAIL
NOT TO SCALE



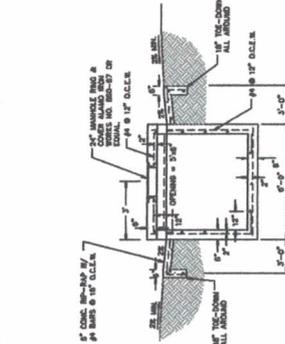
HEADER CURB DETAIL
NOT TO SCALE



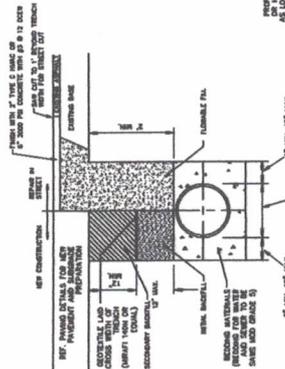
6\"/>

HEADER CURB AND BOLLARD DETAIL
NOT TO SCALE

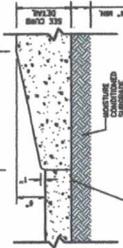
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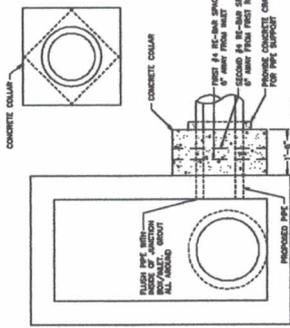
TYPICAL 4-WAY INLET DETAIL
NOT TO SCALE



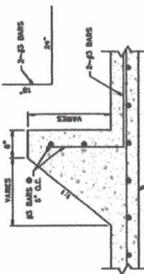
UTILITY & STORM DRAINAGE TRENCH
NOT TO SCALE



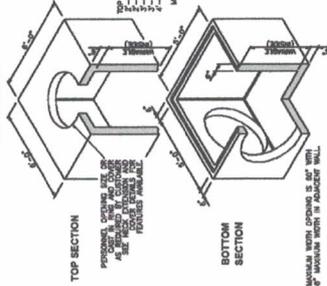
CURB TRANSITION DETAIL
NOT TO SCALE



CONCRETE COLLAR DETAIL
NOT TO SCALE



BAFFLE BLOCK DETAIL
NOT TO SCALE



2-PIECE JUNCTION BOX
NOT TO SCALE

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI. ALL CONCRETE SHALL BE PLACED ON A COMPACTED GRANULAR SUBGRADE. THE LATEST AC STANDARD SPECIFICATIONS SHALL BE USED UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FORT WORTH, TEXAS, AND THE STATE OF TEXAS.

NO.	REVISION	DATE



PAPE-DAWSON ENGINEERS
 4000 W. LOOP 409 • FORT WORTH, TEXAS 76107 • PHONE: (817) 335-1111
 4000 W. LOOP 409 • FORT WORTH, TEXAS 76107 • PHONE: (817) 335-1111

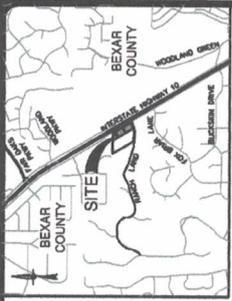
RANCHLAND VIEW/AIR OAKS CROSSING
 BOERNE, TEXAS
 SITE DETAILS

PLAT NO. 170376
 APR 24, 2020
 DATE
 CHECKED BY: J. B. BAKER
 SHEET C1.10

SWP3 MODIFICATIONS	
DATE	DESCRIPTION

- GENERAL NOTES:**
1. ALL MODIFICATIONS TO THE SWP3 MUST BE APPROVED BY THE BEJAR COUNTY HEALTH DEPARTMENT AND THE BEJAR COUNTY ENGINEER BEFORE CONSTRUCTION.
 2. CONSTRUCTION ENTRANCE AND EXIT LOCATIONS, COMPLETE WASHOUT PIT, AND CONSTRUCTION WASHOUT PIT SHALL BE LOCATED AS SHOWN ON THIS PLAN.
 3. EXISTING WATER POLLUTION PREVENTION CONTROLS SHALL BE MAINTAINED AND IN WORKING ORDER THROUGHOUT THE PROJECT. ALL MODIFICATIONS SHALL BE APPROVED BY THE BEJAR COUNTY ENGINEER BEFORE CONSTRUCTION.
 4. EXISTING ENTRANCE TO THE PROJECT SITE TO DETERMINED LOCATIONS BY USE OF AUGURING.
 5. ALL SYSTEMS WITH POLLUTION PREVENTION CONTROLS ARE TO BE MAINTAINED AND IN WORKING ORDER THROUGHOUT THE PROJECT.
 6. FOR A COMPLETE LISTING OF TEMPORARY STORM WATER POLLUTION PREVENTION CONTROLS REFER TO THE STORM WATER POLLUTION PREVENTION PLAN.
 7. EXISTING WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED BEFORE THE SITE IS OPEN TO THE PUBLIC.
 8. ALL MODIFICATIONS TO THE SWP3 MUST BE APPROVED BY THE BEJAR COUNTY ENGINEER BEFORE CONSTRUCTION.
 9. BEST MANAGEMENT PRACTICES MAY BE INSTALLED IN STAGES DURING THE CONSTRUCTION PERIOD. ALL MODIFICATIONS TO THE SWP3 MUST BE APPROVED BY THE BEJAR COUNTY ENGINEER BEFORE CONSTRUCTION.
 10. BEST MANAGEMENT PRACTICES MAY BE INSTALLED IN STAGES DURING THE CONSTRUCTION PERIOD. ALL MODIFICATIONS TO THE SWP3 MUST BE APPROVED BY THE BEJAR COUNTY ENGINEER BEFORE CONSTRUCTION.
 11. UPON COMPLETION OF THE PROJECT, INCLUDING SITE STABILIZATION, AND BEFORE FINAL WASHOUT PIT, COMPLETE WASHOUT PIT, AND CONSTRUCTION WASHOUT PIT ARE REMOVED, THE BEJAR COUNTY ENGINEER SHALL BE NOTIFIED.
 12. SWP3 INSTALLATION TO BE COORDINATED WITH THE DIRECTION OF EXISTING HIGHWAY AND CONSTRUCTION. THE INSTALLATION OF SWP3 SHALL BE IN ACCORDANCE WITH THE BEJAR COUNTY ENGINEER'S REQUIREMENTS.
 13. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT.

- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOUR
 - 5 FT CONTOUR
 - 1 FT CONTOUR
 - PROPOSED CONTOUR
 - 5 FT CONTOUR
 - 1 FT CONTOUR
 - 100-150 FLOODPLAIN
 - STABILIZED CONSTRUCTION
 - CONCRETE TRUCK WASHOUT PIT (TO BE FIELD LOCATED)
 - CONCRETE TRUCK WASHOUT AREA (TO BE FIELD LOCATED)
 - SILT FENCE OR FILTER SOCK
 - HAZARD PROTECTION
 - EXISTING DIRECTIONAL FLOW
 - EXISTING DIRECTIONAL FLOW
 - EXISTING DIRECTIONAL FLOW
 - GRAVEL FILTER BAGS
 - ROCK BERM



Pape-Dawson ENGINEERS
 5000 W. LOOP 409 & 10th Street, Suite 100, Dallas, TX 75241
 PHONE: (214) 343-1111 FAX: (214) 343-1112
 WWW: www.pape-dawson.com

RANCHLAND VIEW/FAIR OAKS CROSSING
 BOERNE, TEXAS
 STORMWATER POLLUTION PREVENTION PLAN

PLAT NO. 170376
 APP. NO. 8432-35
 DATE: JULY 2020
 DRAWING NO. SWP3
 CHECKED: BEJAR SHAWH, PE
 SHEET: C2.00

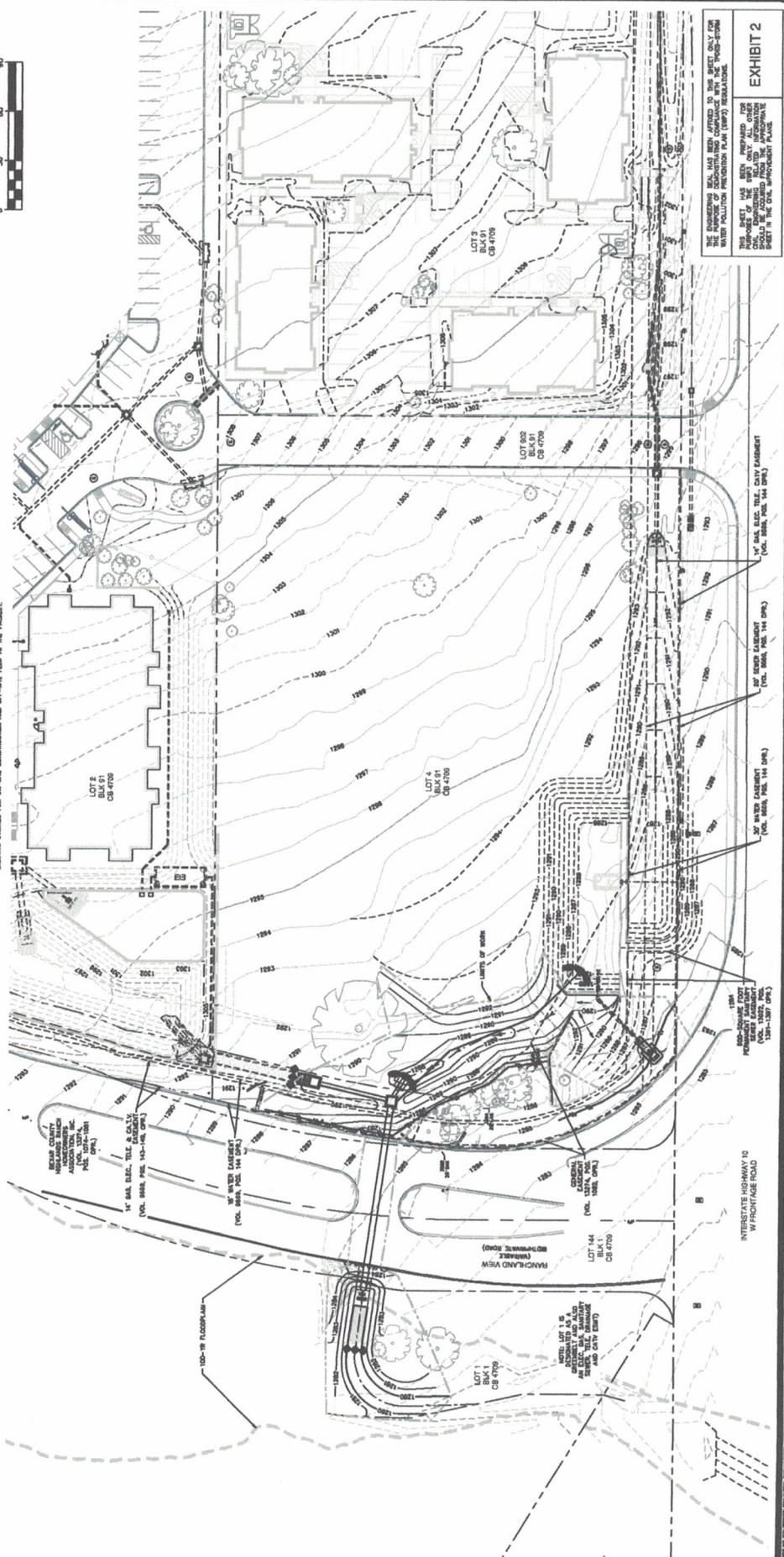


EXHIBIT 2

THE ENGINEERING SEAL HAS BEEN APPLIED TO THIS SHEET ONLY FOR THE PURPOSE OF SUBMITTING THIS PLAN TO THE BEJAR COUNTY HEALTH DEPARTMENT FOR REVIEW AND APPROVAL. THIS SEAL DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR THE INFORMATION CONTAINED HEREIN. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE SWP3 AS SHOWN ON THIS SHEET IN THE CIVIL IMPROVEMENT PLAN.

DATE: 07/20/2020, 2:54pm User: Dr. Shawh
 DRAWING: SWP3 (SWP3) SHEET: C2.00

Exhibit B

STREETS
SUBDIVISIONS
CONCRETE WORK
COMMERCIAL PAVING



UTILITIES
HIGHWAYS
EXCAVATING
BUSINESS PARKS

To: Rajeev	Contact:
Address: San Antonio, TX	Phone:
	Fax:
Project Name: Ranchland Springs - Additional Drainage Improvements	Bid Number:
Project Location: Ranchland View & Fair Oaks Crossing, Fair Oaks, TX	Bid Date: 4/8/2020

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
IH10RLV, LP					
01	Mobilization	1.00	LS	\$5,180.00	\$5,180.00
02	Tree Clearing And Grubbing	0.20	ACRE	\$2,800.00	\$560.00
03	Site Grading	1.00	LS	\$4,030.00	\$4,030.00
04	5'x5' 4-Way Inlet (0'-6')	1.00	EACH	\$7,910.00	\$7,910.00
03	5'x5' 4-Way Inlet (8'-10')	1.00	EACH	\$8,919.96	\$8,919.96
05	30" Storm Drain (HDPE)	44.00	LF	\$125.00	\$5,500.00
06	Trench Protection	44.00	LF	\$2.05	\$90.20
07	30" Storm Drain (HDPE)	15.00	LF	\$125.00	\$1,875.00
08	Extend Wall On Concrete C-Channel	11.00	LF	\$200.00	\$2,200.00
09	Demolish Visible Storm Drain & Restore Vegetation	1.00	LS	\$3,500.00	\$3,500.00
10	8" SDR 26 Drain Pipe	140.00	LF	\$24.91	\$3,487.40
Total Price for above IH10RLV, LP Items:					\$43,252.56

Total Base Bid Price: \$43,252.56

IH10RLV, LP - Additive Alternates

01A	Replace Concrete Flume - BUDGET	20.00	SY	\$258.00	\$5,160.00
02A	Rock Sawing	1.00	LS	\$15,700.00	\$15,700.00

Notes:

- This pricing is good for 30 days from the date of submittal. Signature from Owner must be received and acknowledged as being received by VKK prior to the 31st day.
- Excluded: P&P bond, permits/fees, geotechnical testing, engineering staking, fence repairs and replacing existing flume at drainage crossing.

Payment Terms:

Payment due within 30 Days of receipt of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: V.K. Knowlton Construction & Utilities, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Casey Graham / Kevin Gannon</p>
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Exhibit C

STREETS
SUBDIVISIONS
CONCRETE WORK
COMMERCIAL PAVING



UTILITIES
HIGHWAYS
EXCAVATING
BUSINESS PARKS

To: Rajeev	Contact:
Address: San Antonio, TX	Phone:
	Fax:
Project Name: Ranchland Spring ^{VIEW} - Additional Drainage Improvements	Bid Number:
Project Location: Ranchland View & Fair Oaks Crossing, Fair Oaks, TX	Bid Date: 4/8/2020

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Highland Ranch HOA					
01	Mobilization	1.00	LS	\$7,780.00	\$7,780.00
02	Tree Clearing And Grubbing	0.10	ACRE	\$42,700.00	\$4,270.00
03	42" Storm Drain (HDPE)	115.00	LF	\$160.00	\$18,400.00
04	Trench Protection	130.00	LF	\$2.20	\$286.00
05	Excavation And Haul Off	225.00	CY	\$41.00	\$9,225.00
06	RH-15 Headwalls	1.00	EACH	\$3,350.00	\$3,350.00
07	Cut & Replace Concrete Curb	18.00	LF	\$49.40	\$889.20
08	Traffic Control	1.00	LS	\$12,200.00	\$12,200.00
09	Revegetation	1.00	LS	\$1,340.00	\$1,340.00
10	SWPPP	1.00	LS	\$6,910.00	\$6,910.00
Total Price for above Highland Ranch HOA Items:					\$64,650.20

Total Bid Price: \$64,650.20

Notes:

- This pricing is good for 30 days from the date of submittal. Signature from Owner must be received and acknowledged as being received by VKK prior to the 31st day.
- Excluded: P&P bond, permits/fees, geotechnical testing, engineering staking, fence repairs and replacing existing flume at drainage crossing.

Payment Terms:

Payment due within 30 Days of receipt of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: V.K. Knowlton Construction & Utilities, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Casey Graham / Kevin Gannon</p>
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Exhibit D

Settlement Agreement

Item 5—Layout for Landscape Screening on Commercial Detention Pond

The white lines below showing the numbers 1 through 4 represent the approximate linear footage area where landscape screening may be installed, as follows:

1. 35 feet west to east
2. 35 feet south to north
3. 28 feet west to east
4. 32 feet south to north (to utility pole which is 23 feet from sidewalk)

Each installation area is on top of the dirt berm wall of the pond.

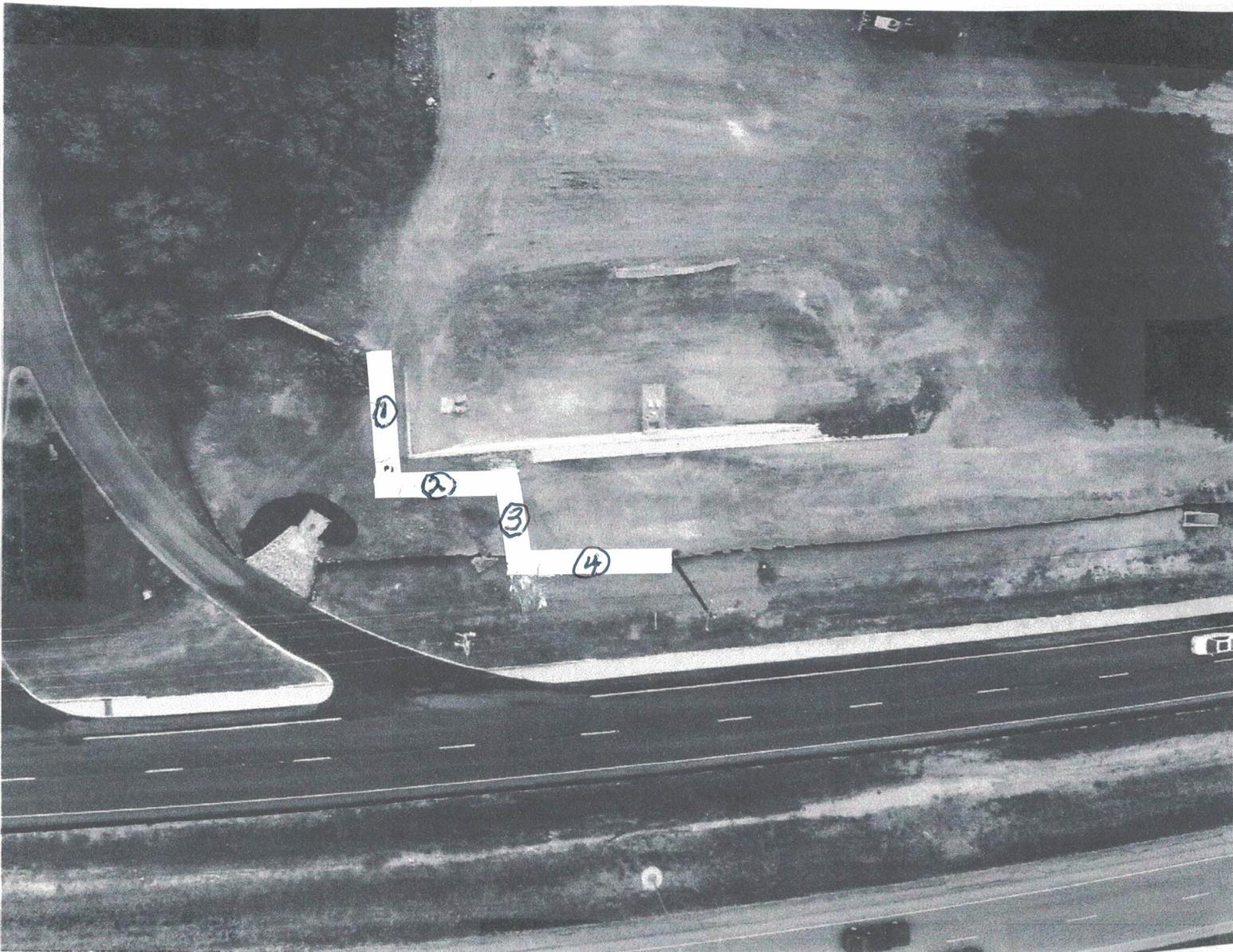
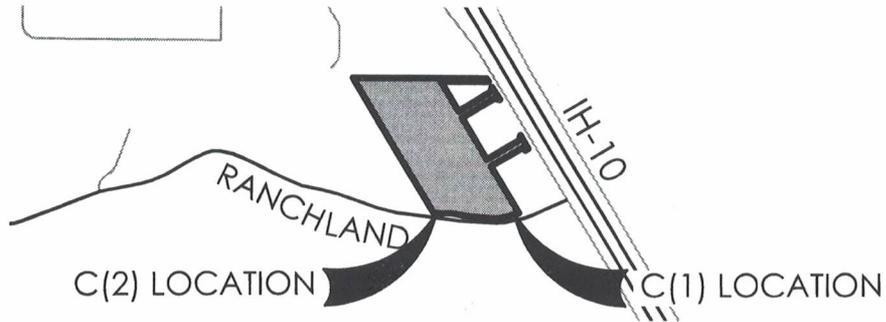
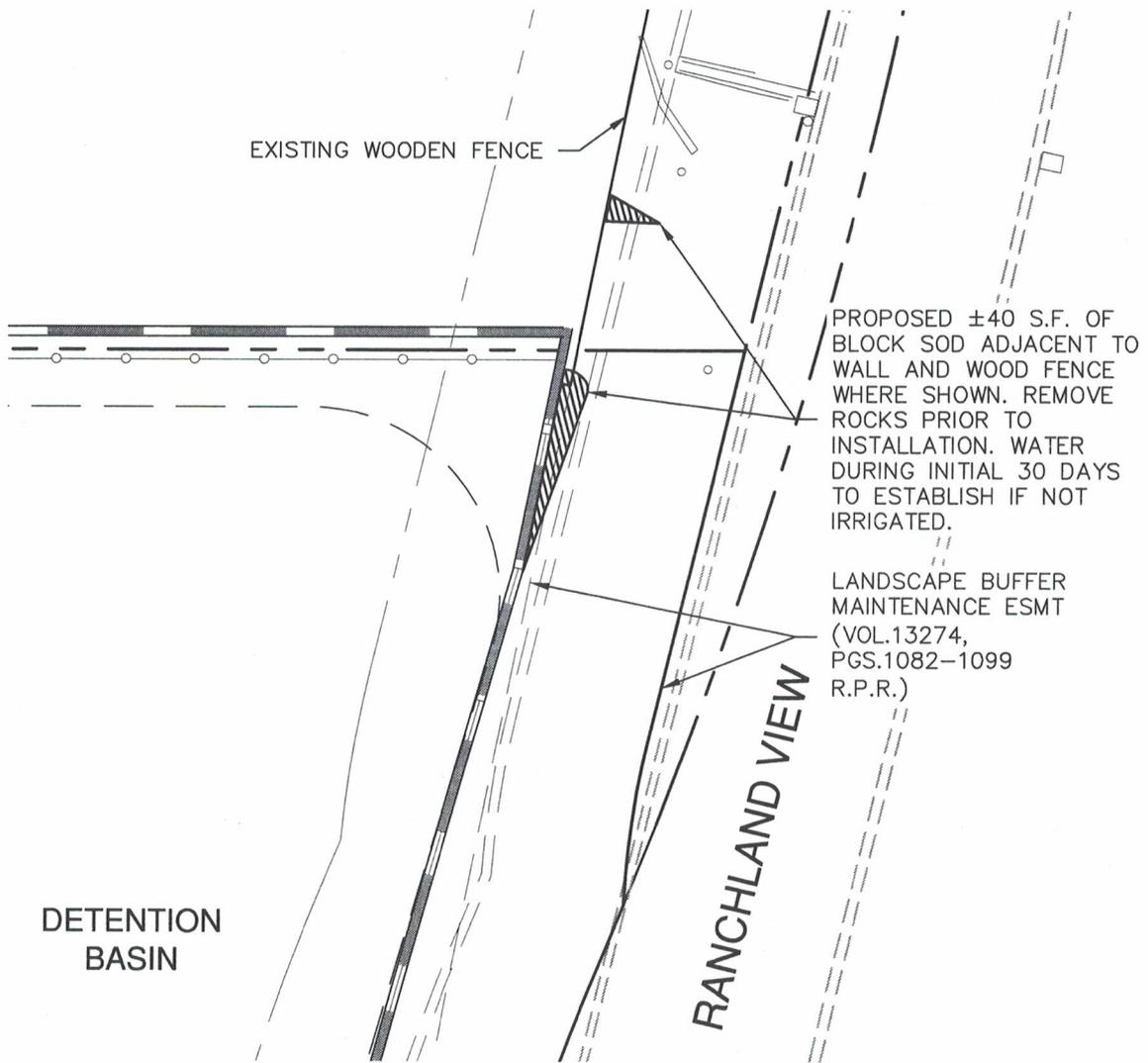


Exhibit E

PER ITEM C(1)



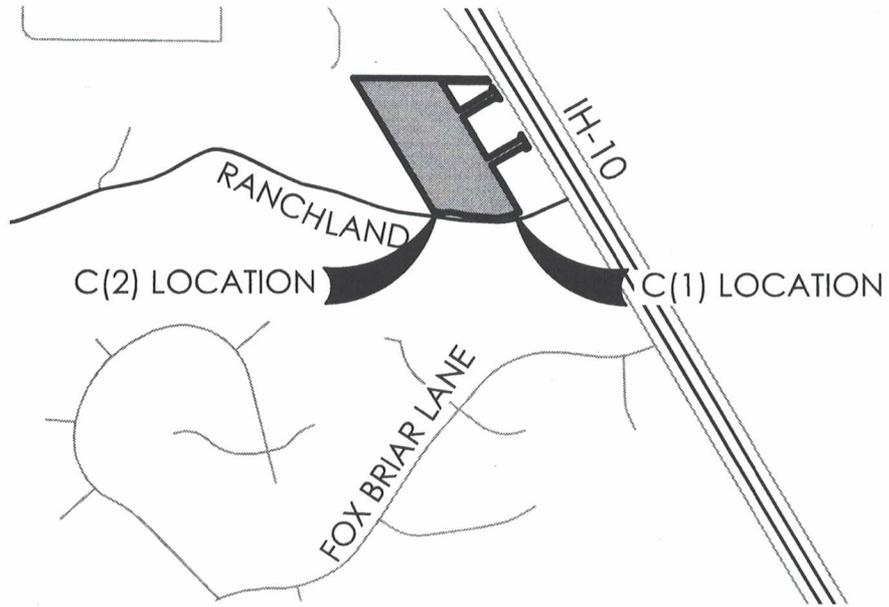
LOCATION MAP



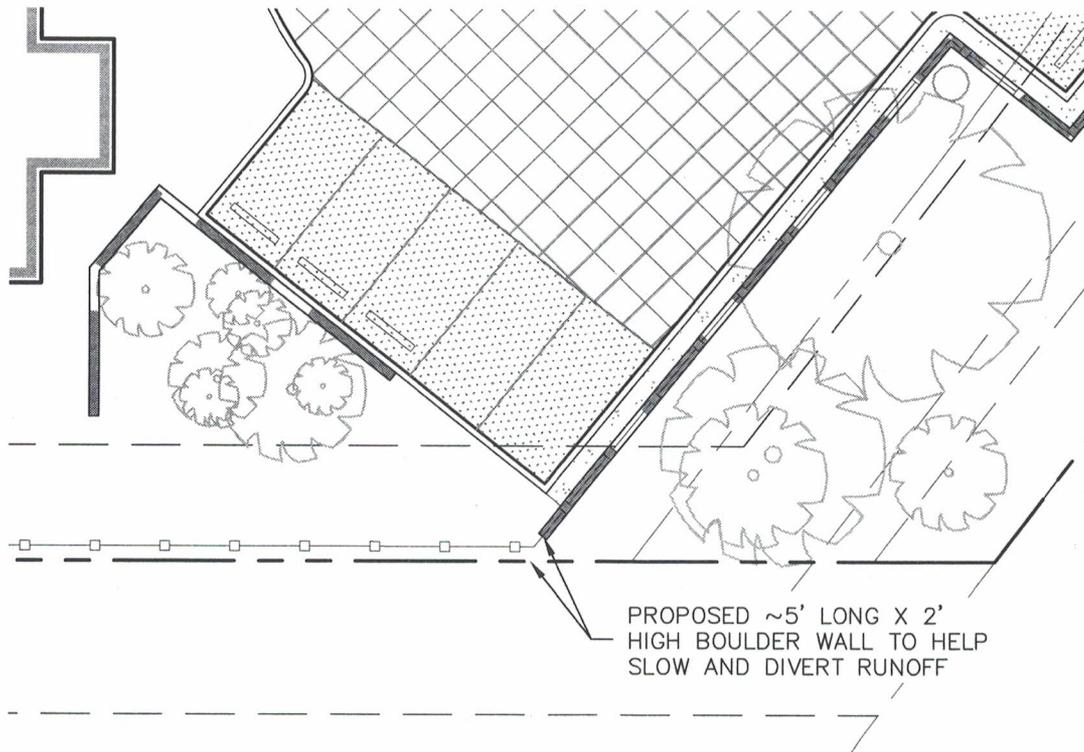
PROPOSED IMPROVEMENTS

Exhibit F

PER ITEM C(2)



LOCATION MAP



PROPOSED ~5' LONG X 2'
HIGH BOULDER WALL TO HELP
SLOW AND DIVERT RUNOFF

PROPOSED IMPROVEMENTS