

COST SHARING AGREEMENT
Range at Walburg

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS COST SHARING AGREEMENT ("Agreement") is entered into Williamson County, a Texas political subdivision ("**County**"); and **T J Bradshaw Construction, Ltd.**, a Texas limited liability company ("**Developer**"). In this Agreement, County and Developer are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

I.
RECITALS

WHEREAS, Developer owns approximately 262 acres of land in Williamson County, Texas, located as shown on Exhibit "A", attached hereto (the "**Property**"); and

WHEREAS, Developer desires to develop the Property as a residential subdivision known as the Range at Walburg (the "**Project**"); and

WHEREAS, County and Developer are willing to share in the costs of construction of an arterial to and through the Project, as described in Exhibit "B", attached hereto (the "**Arterial**"); and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

II.
TERMS

I.1 Right-of-Way Dedication. Developer agrees to dedicate approximately 7.07 acres of right-of-way for the Project, as shown on Exhibit "C", attached hereto and as determined by a final survey, at no cost to the County.

I.2 Right-of-way Acquisition. County will acquire approximately 7.01 acres of additional right-of-way, as shown on Exhibit "D", attached hereto, for Ten Thousand Dollars (\$10,000.00) per acre, as determined by a final survey.

I.3 Improvements. Developer agrees to construct the Arterial in accordance with terms as stated below:

II.3 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Reuse Water project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

II.4 Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

II.5 Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

II.6 Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

II.7 Exhibit. The following exhibit is attached to this Agreement and incorporated herein by reference:

- Exhibit A - Property
- Exhibit B - Arterial location
- Exhibit C - Dedicated ROW
- Exhibit D - Acquired ROW

II.8 Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

II.9 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

II.10 Notice. Developer shall forward all invoices to:

Williamson County Auditor

710 Main St., suite 301

Georgetown, Texas 78664

(signatures on following page)

Developer agrees to construct what is necessary and required for their subdivision at this time, in a location consistent with the alignment shown in the approved Preliminary Plat to allow for the maximum utilization of the material and construction in the future. In addition the Developer agrees to construct an additional 6" of base material in accordance with the Williamson County Subdivision Regulations. County will reimburse the Developer for actual upgrading construction costs (approximately 18.5 KSY of 6" crushed limestone base at \$9/SY, estimated to be \$166,500) (the "Upgrade Reimbursements"). All additional reasonable engineering costs associated with the proposed upgrades will also be reimbursed by the County.

I.4 Pre-construction and Post-construction Responsibilities. Developer will present all design and construction plans to the County for review and approval prior to bidding the construction of the Arterial. County will respond to all submissions within 10 days after receipt.

1.05 Prompt Payment Policy. County agrees to pay the ~~Oversize~~ Upgrade Reimbursements in accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the County to Developer will be made within thirty (30) days of the date the County receives a correct invoice for the services provided, whichever is later. Developer may charge interest on an overdue payment at the "rate in effect" (as defined in Section 2251.025(b), Texas Government Code) on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

- (a) There is a bona fide dispute between the County and Developer about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Developer and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The invoice is not mailed to the County in strict accordance with any instruction on the purchase order relating to the payment.

I.5 Dispute Resolution. In the event of any dispute among the Parties, the Parties agree to work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the Project. The Parties agree that time is of the essence in this matter.

II. GENERAL PROVISIONS

II.1 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

II.2 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Williamson County:

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

By: Bill Gravell
William Gravell, Jr., County Judge
Date: September 1, 2020

T J Bradshaw Construction, Ltd.

By: Loy Bradshaw
its President
Date: 8-12-2020

Exhibit "A"

PROJECT NAME: THE RANGE AT WALBURG - PRE PLAT
PROJECT NUMBER: WL 039002 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: —
FILE NAME: PLAT.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLANS RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
C#	L (FT)	R (FT)	C#	L (FT)	R (FT)	C#	L (FT)	R (FT)	C#	L (FT)	R (FT)	C#	L (FT)	R (FT)
C1	300.11	680.00	C37	51.80	60.00	C70	85.05	60.00	C103	96.31	60.00	C136	96.12	480.00
C2	284.74	600.00	C38	108.00	60.00	C71	69.43	60.00	C104	72.84	60.00	C137	272.19	420.00
C3	112.11	600.00	C39	29.88	35.00	C72	8.81	60.00	C105	78.52	60.00	C138	126.75	480.00
C4	127.25	680.00	C40	278.48	970.00	C73	28.60	35.00	C106	30.53	60.00	C139	109.16	480.00
C5	266.68	4918.00	C41	142.44	970.00	C74	31.27	20.00	C107	28.60	35.00	C140	95.41	480.00
C6	297.50	5038.00	C42	152.68	970.00	C75	28.60	35.00	C108	54.51	480.00	C141	288.27	420.00
C7	290.57	4918.00	C43	131.98	1030.00	C76	83.93	60.00	C109	102.02	480.00	C142	104.95	480.00
C8	290.40	5038.00	C44	178.20	1030.00	C77	58.92	60.00	C110	122.77	480.00	C143	67.47	480.00
C12	294.72	4918.00	C45	228.22	970.00	C78	49.04	60.00	C111	230.54	420.00	C144	41.60	420.00
C13	294.65	5038.00	C46	127.00	1030.00	C79	28.60	35.00	C112	97.85	480.00	C145	110.92	480.00
C14	289.36	4918.00	C47	124.30	970.00	C80	28.60	35.00	C113	105.14	480.00	C146	161.46	420.00
C15	274.98	5038.00	C48	99.27	1030.00	C81	98.07	60.00	C114	111.53	480.00	C147	94.19	480.00
C16	293.26	4918.00	C49	90.09	640.00	C82	28.60	35.00	C115	133.25	480.00	C148	168.41	420.00
C17	307.02	5038.00	C50	95.92	640.00	C83	28.60	35.00	C116	332.58	420.00	C149	91.94	480.00
C18	283.23	4918.00	C51	78.95	640.00	C84	98.07	60.00	C117	134.47	480.00	C150	68.48	480.00
C19	257.18	5038.00	C52	68.37	640.00	C85	28.60	35.00	C118	0.82	480.00	C151	168.16	175.00
C20	338.09	4918.00	C53	119.77	1030.00	C86	28.60	35.00	C119	125.09	1030.00	C152	171.94	740.00
C21	361.62	5038.00	C54	110.76	1030.00	C87	60.70	60.00	C120	279.10	970.00	C153	205.43	740.00
C22	288.99	4918.00	C55	99.48	1030.00	C88	46.64	60.00	C121	126.58	1030.00	C154	204.21	740.00
C23	676.52	5038.00	C56	92.79	1030.00	C89	50.90	60.00	C122	113.47	1030.00	C200	11.48	480.00
C24	259.12	4918.00	C57	56.70	1030.00	C90	42.38	60.00	C123	255.98	970.00			
C25	147.13	4918.00	C58	201.53	970.00	C91	58.38	60.00	C124	110.59	1030.00			
C26	31.42	20.00	C59	163.92	970.00	C92	27.55	60.00	C125	110.71	1030.00			
C27	28.60	35.00	C60	88.80	970.00	C93	28.60	35.00	C126	157.23	970.00			
C28	90.39	60.00	C61	28.60	35.00	C94	27.76	35.00	C127	157.16	1030.00			
C29	101.93	60.00	C62	49.04	60.00	C95	27.21	60.00	C128	65.85	330.00			
C30	28.60	35.00	C63	84.02	60.00	C96	65.00	60.00	C129	124.27	268.36			
C31	142.38	1030.00	C64	54.57	60.00	C97	61.97	60.00	C130	98.56	330.00			
C32	127.49	1030.00	C65	98.94	60.00	C98	55.16	60.00	C131	75.64	268.36			
C33	185.63	1030.00	C66	28.60	35.00	C99	77.19	60.00	C132	84.17	330.00			
C34	27.45	35.00	C67	28.60	35.00	C100	29.87	35.00	C133	58.23	480.00			
C35	62.55	60.00	C68	96.16	60.00	C101	28.60	35.00	C134	57.68	420.00			
C36	64.16	60.00	C69	47.12	60.00	C102	8.36	60.00	C135	95.90	480.00			

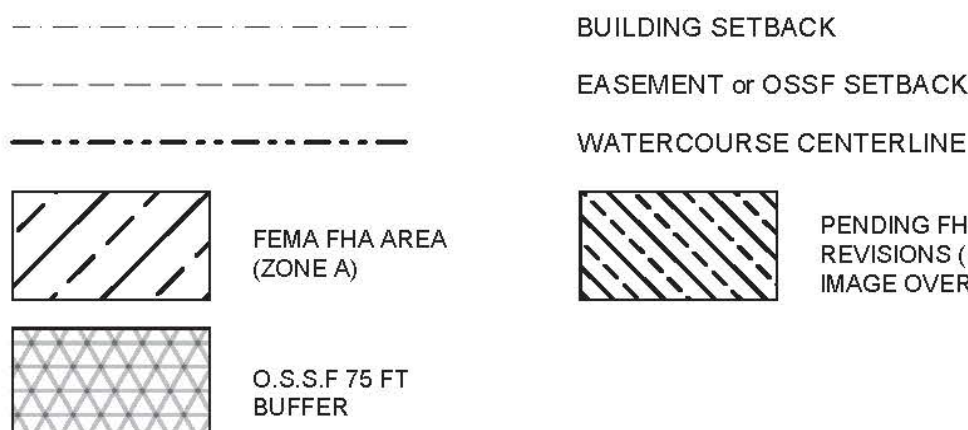
OWNER: T J BRADSHAW CONSTRUCTION, LTD., PO BOX 466 JARRELL, TX 76527, 254-288-0241; Troy Bradshaw, troy.e.bradshaw@gmail.com

ENGINEER (AGENT): TCG ENGINEERING, INC., 16 E AVE A, SUITE 203A TEMPLE, TX 76501; 254-228-9788; Garrett D. Nodyke, P.E.; garrett.nodyke@tcgengr.com

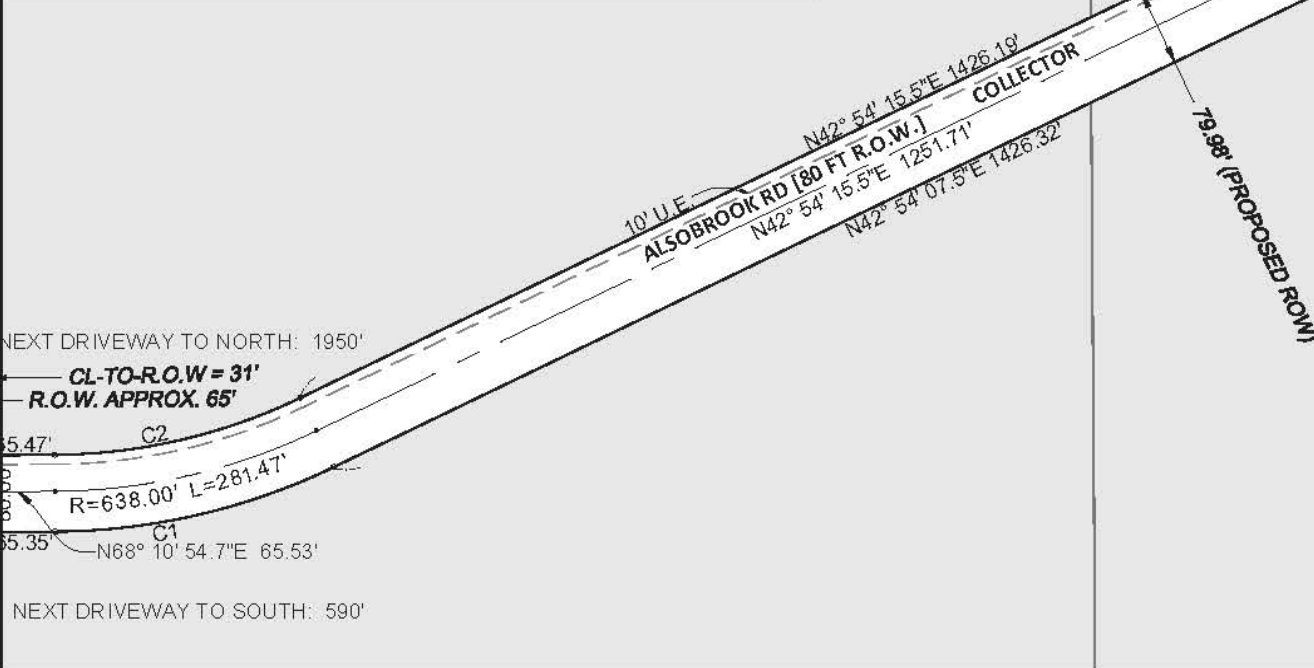
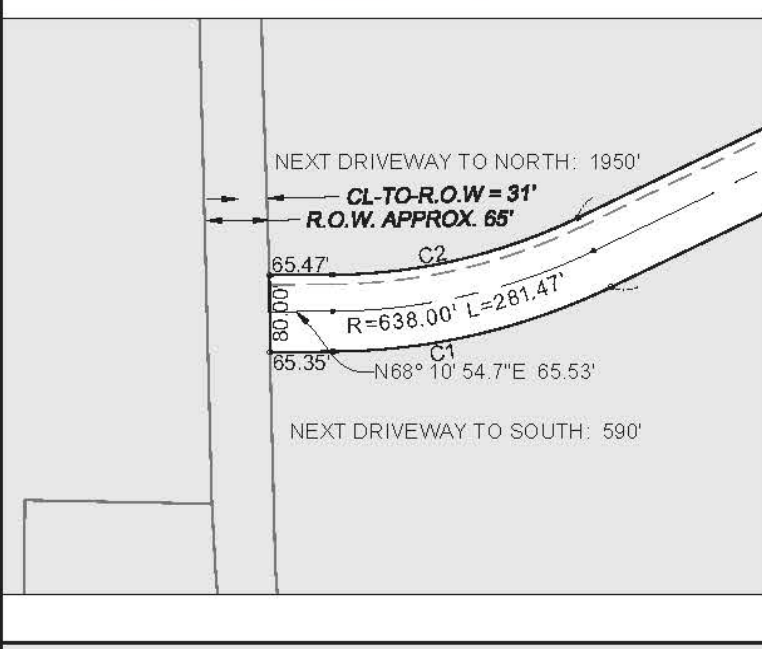
SURVEYOR: QUICK, INC. LAND SURVEYING; 1430 N. ROBERTSON ROAD SALADO, TX 76571; 512-915-4950; Travis Quicksall; tqquicksall@quick-inc.net

PRELIMINARY PLAT NOTES:

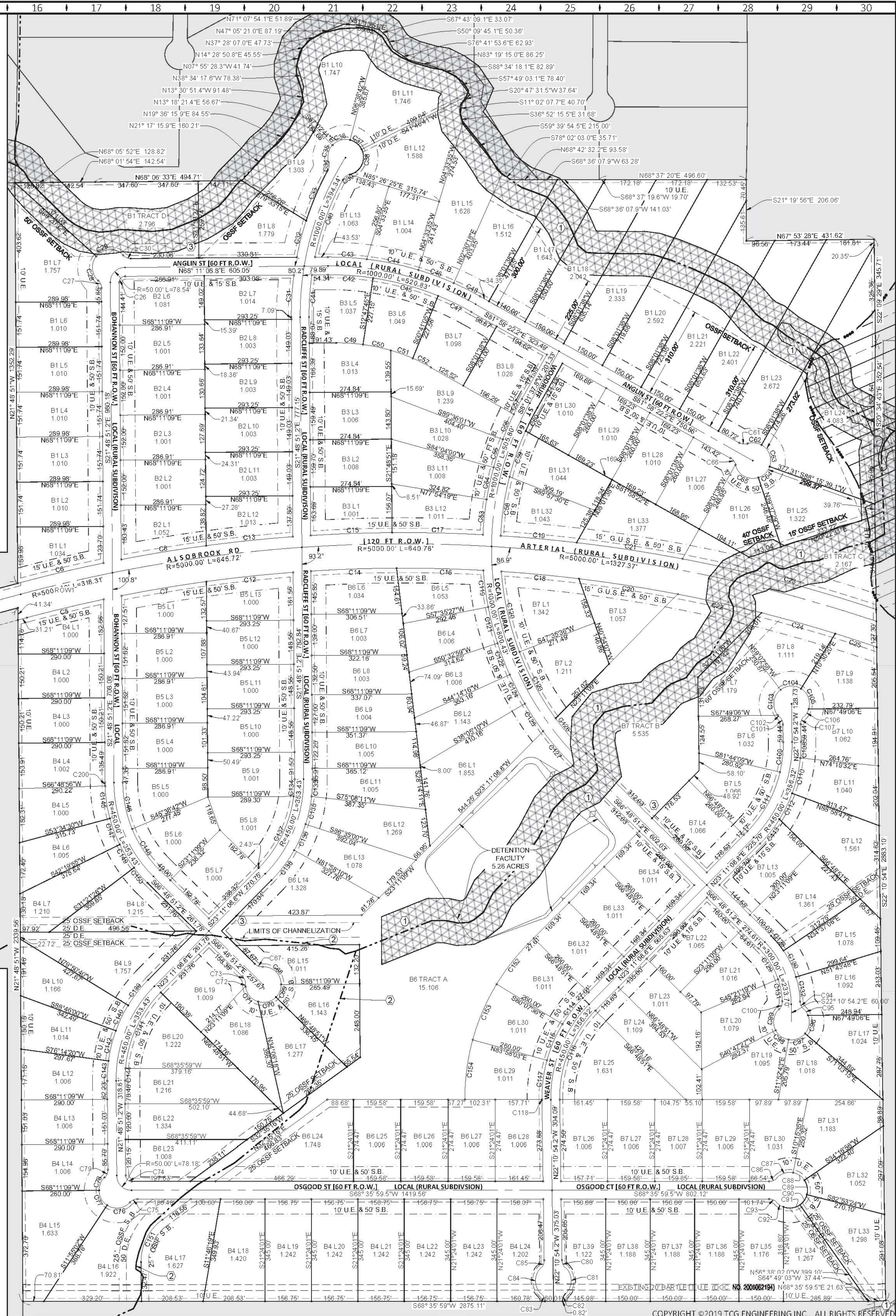
- THIS PRELIMINARY PLAT IS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATIONS (ADOPTED AND EFFECTIVE AS OF JANUARY 18, 2018) AND WILLIAMSON COUNTY'S PLAT REVIEW CHECKLIST DOWNLOADED FROM WILCO.ORG ON 11/16/2019.
- THE ENTIRE SUBJECT SITE IS LOCATED WITHIN WILLIAMSON COUNTY. NO PART OF THE SUBJECT SITE IS LOCATED WITHIN A CITY'S CORPORATE LIMITS OR ETJ.
- ALL DIMENSIONS SHOWN ARE HUNDREDS-CENTRAL-74-FT. THE TADOT COMBINED ADJUSTMENT FACTOR (CAF) FOR THIS LOCATION AND ELEVATION IS 0.99985725 (GRID DIST = GROUND DIST X CAF).
- DOMESTIC WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY JONAH (CCN: 10970).
- EACH LOT SHALL BE SERVED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES (OSSF).
- SETBACKS:
 - SIDE YARD: FIFTEEN FEET FROM SIDE PROPERTY LINE.
 - FRONT YARD: FIFTY FEET FROM R.O.W.
- TRACTS A, B, C, & D SHALL BE DRAINAGE EASEMENTS, OWNED BY A PROPOSED HOMEOWNERS' ASSOCIATION, AND UTILIZED FOR DRAINAGE AND RECREATIONAL PURPOSES.
- ROADWAYS ARE PUBLIC. CROSS-SECTIONS ARE RURAL SUBDIVISION AS DESCRIBED BELOW.
 - ARTERIAL - LEFT MA24 - 120 FT R.O.W. / 2 X 24' TRAVELWAYS WITH CONCRETE CURBS / DITCHES WITH MAX 3:1 SLOPE / 45 MPH MINIMUM DESIGN SPEED
 - COLLECTOR - 60' R.O.W. / 2 X 11' LANES / 24' PAVED SHOULDERS / 35 MPH MINIMUM DESIGN SPEED
 - LOCAL - 60' R.O.W. / 20' TRAVEL WAY / 4' PAVED SHOULDERS OR 18" RIBBON CURBS ON BOTH SIDES / DITCHES / 25 MPH MINIMUM DESIGN SPEED
- ALSOBROOK RD IS SHOWN IN THESE PLANS USING MA24 SECTION CRITERIA FROM WILLIAMSON COUNTY'S LONG-RANGE TRANSPORTATION PLAN. APPLICANT AND COUNTY INTEND TO PURSUE A COST-SHARING AGREEMENT TO CONSTRUCT 4 OF THE MA24 CROSS-SECTION. IF AGREEMENT IS NOT EXECUTED, ALSOBROOK SHALL BE DESIGNED AND CONSTRUCTED AS A COLLECTOR (RURAL SUBDIVISION) OR LOCAL (RURAL SUBDIVISION) AS TRIP GENERATION DICTATE.
- ADDITIONAL ROW NECESSARY FOR 120 FT WIDTH IS RESPONSIBILITY OF WILLIAMSON COUNTY.
- THREE COMMUNITY MAILBOXES SHALL BE PLACED, ONE ON EACH OF TRACT A, B, & D AS SHOWN.
- DETENTION FACILITY SHOWN IN B6 TRACT A SHALL BE DESIGNED IN COORDINATION WITH CONSTRUCTION DOCUMENTS AND DRAINAGE STUDY. DETENTION FACILITY SHALL BE DESIGNED TO COMPLY WITH APPLICABLE DESIGN GUIDELINES.



INSET FOR CONNECTION TO FM 1105



PARCEL TABLE		PARCEL TABLE		PARCEL TABLE		PARCEL TABLE		PARCEL TABLE		PARCEL TABLE		PARCEL TABLE		PARCEL TABLE	
#	ACRES	#	ACRES	#	ACRES	#	ACRES	#	ACRES	#	ACRES	#	ACRES	#	ACRES
B1 L1	1.034	B1 L21	2.221	B2 L6	1.081	B4 L2	1.000	B4 L22	1.242	B6 L5	1.053	B6 L25	1.006	B7 L11	1.040
B1 L2	1.010	B1 L22	2.401	B2 L7	1.014	B4 L3	1.000	B4 L23	1.242	B6 L6	1.034	B6 L26	1.006	B7 L12	1.561
B1 L3	1.010	B1 L23	2.672	B2 L8	1.003	B4 L4	1.002	B4 L24	1.202	B6 L7	1.003	B6 L27	1.006	B7 L13	1.298
B1 L4	1.010	B1 L24	4.083	B2 L9	1.003	B4 L5	1.000	B5 L1	1.000	B6 L8	1.003	B6 L28	1.006	B7 L14	1.361
B1 L5	1.010	B1 L25	1.322	B2 L10	1.003	B4 L6	1.005	B5 L2	1.000	B6 L9	1.004	B6 L29	1.011	B7 L15	1.078
B1 L6	1.010	B1 L26	1.101	B2 L11	1.003	B4 L7	1.210	B5 L3	1.000	B6 L10	1.005	B6 L30	1.011	B7 L16	1.092
B1 L7	1.757	B1 L27	1.006	B2 L12	1.013	B4 L8	1.215	B5 L4	1.000	B6 L11	1.005	B6 L31	1.011	B7 L17	1.024
B1 L8	1.779	B1 L28	1.010	B3 L1	1.001	B4 L9	1.757	B5 L5	1.000	B6 L12	1.269	B6 L32	1.011	B7 L18	1.018
B1 L9	1.303	B1 L29	1.010	B3 L2	1.008	B4 L10	1.166	B5 L6	1.000	B6 L13	1.078	B6 L33	1.011	B7 L19	1.085
B1 L10	1.747	B1 L30	1.010	B3 L3	1.006	B4 L11	1.014	B5 L7	1.000	B6 L14	1.328	B6 L34	1.011	B7 L20	1.079
B1 L11	1.746	B1 L31	1.044	B3 L4	1.013	B4 L12	1.006	B5 L8	1.001	B6 L15	1.011	B6 TRACT A	15.108	B7 L21	1.016
B1 L12	1.588	B1 L32	1.043	B3 L5	1.037	B4 L13	1.006	B5 L9	1.001	B6 L16	1.143	B7 L1	1.342	B7 L22	1.065
B1 L13	1.063	B1 L33	1.377	B3 L6	1.049	B4 L14	1.006	B5 L10	1.000	B6 L17	1.277	B7 L2	1.211	B7 L23	1.011
B1 L14	1.004	B1 TRACT C	2.167	B3 L7	1.098	B4 L15	1.633	B5 L11	1.000	B6 L18	1.086	B7 L3	1.057	B7 L24	1.109
B1 L15	1.628	B2 L1	1.001	B3 L8	1.028	B4 L16	1.922	B5 L12	1.000	B6 L19	1.009	B7 L4	1.066	B7 L25	1.631
B1 L16	1.512	B2 L2	1.052	B3 L9	1.239	B4 L17	1.627	B5 L13	1.000	B6 L20	1.222	B7 L5	1.066	B7 L26	1.006
B1 L17	1.643	B2 L3	1.001	B3 L10	1.028	B4 L18	1.420	B5 L14	1.853	B6 L21	1.216	B7 L6	1.032	B7 L27	1.006
B1 L18	2.042	B2 L4	1.001	B3 L11	1.008	B4 L19	1.242	B5 L15	1.000	B6 L22	1.334	B7 L7	1.179	B7 L28	1.007
B1 L19	2.333	B2 L5	1.001	B3 L12	1.011	B4 L20	1.242	B5 L16	1.006	B6 L23	1.008	B7 L8	1.138	B7 L29	1.006
B1 L20	2.592			B4 L1	1.000	B4 L21	1.242	B6 L1	1.748	B6 L24	1.062	B7 L9	1.062	B7 L30	1.031



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDS: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

Cor L ~ CURVE OR LINE NUMBER

G.U.S.E. ~ GRADING/UTILITY/SIDEWALK EASEMENT

U.E. ~ PUBLIC UTILITY EASEMENT

- 75' OSSF BUFFER FROM WATERCOURSE
- EXISTING WATERCOURSE TO BE CHANNELIZED. 25' OSSF S.B. FROM P.L.
- COMMUNITY MAILBOX LOCATION

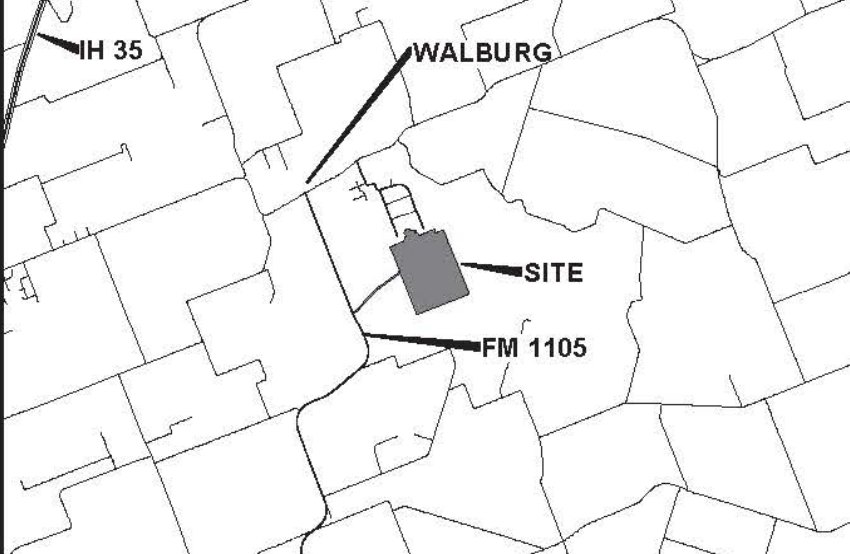
GENERAL NOTES:

- FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
- ADJOINING PROPERTY LINES ARE APPROXIMATE
- CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
- FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMINARY ENGINEERING DESIGN

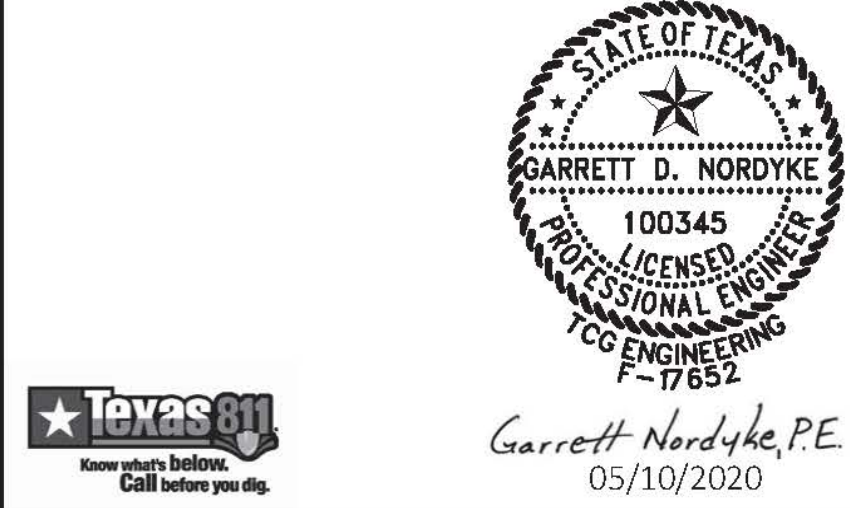
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

DESCRIPTION	ACRES	DESCRIPTION	QTY
SF LOTS	200.315	TOAL LOTS	167
MULTI-FAMILY	0	1 ACRE LOTS	167
HOA	25.604	0.5 ACRE LOTS	0
ROW	34.546	100' LOTS	0
DRAINAGE	0	80' LOTS	0
OPEN	0	SANITARY (FT)	TBD
DEDICATION	0	WATER (FT)	N/A
TOTAL	262.465	DRAINAGE (FT)	TBD



GARRETT D. NODYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9787
512-710-7106



WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
PLAT - 200 SCALE

SHEET SIZE: 24" X 36"
PRINT DATE: 5/10/20
C002

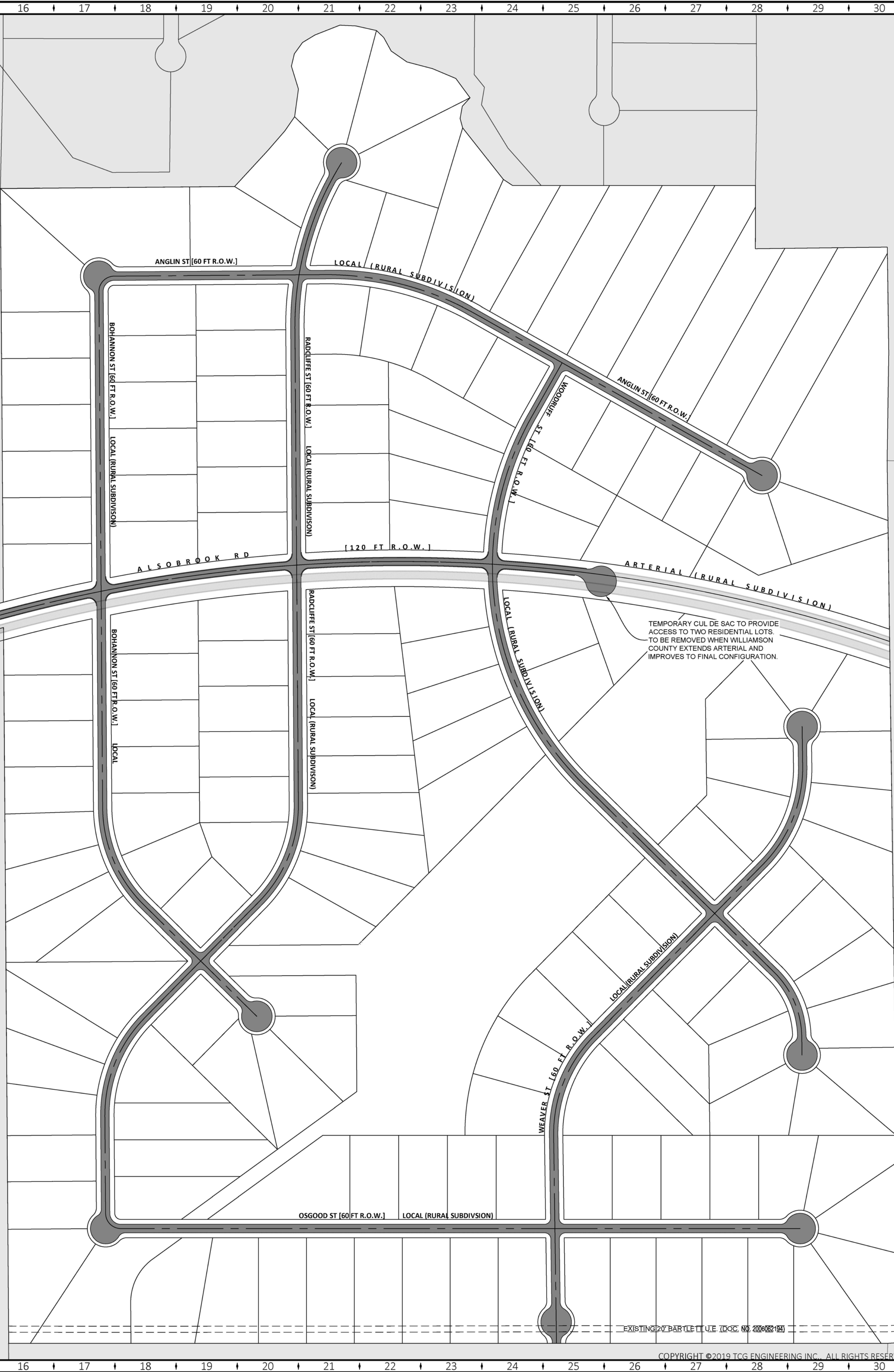
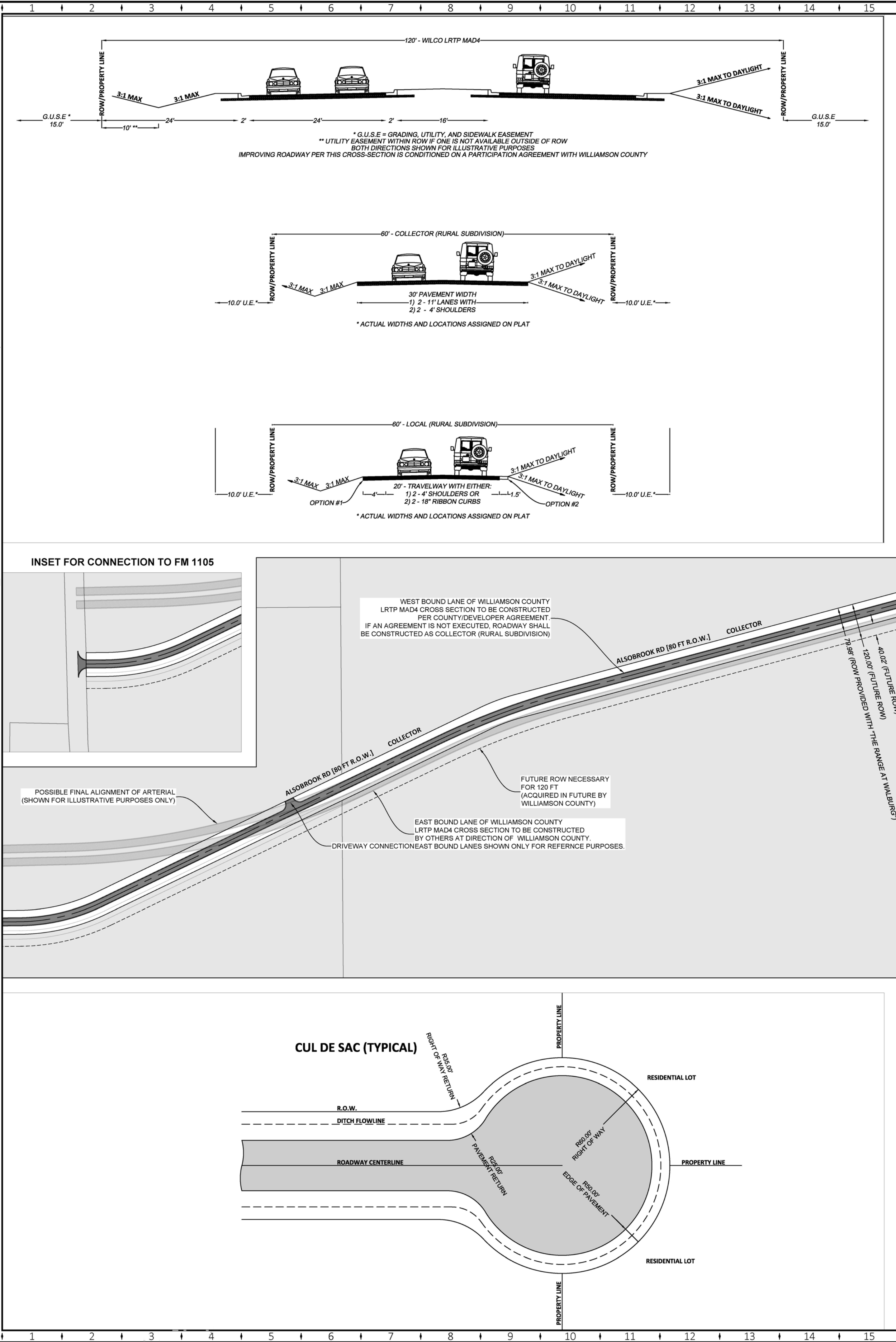
Exhibit "B"

PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WL 039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ---
FILE NAME: MOBILITY.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
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KEY NOTES:

GENERAL NOTES:

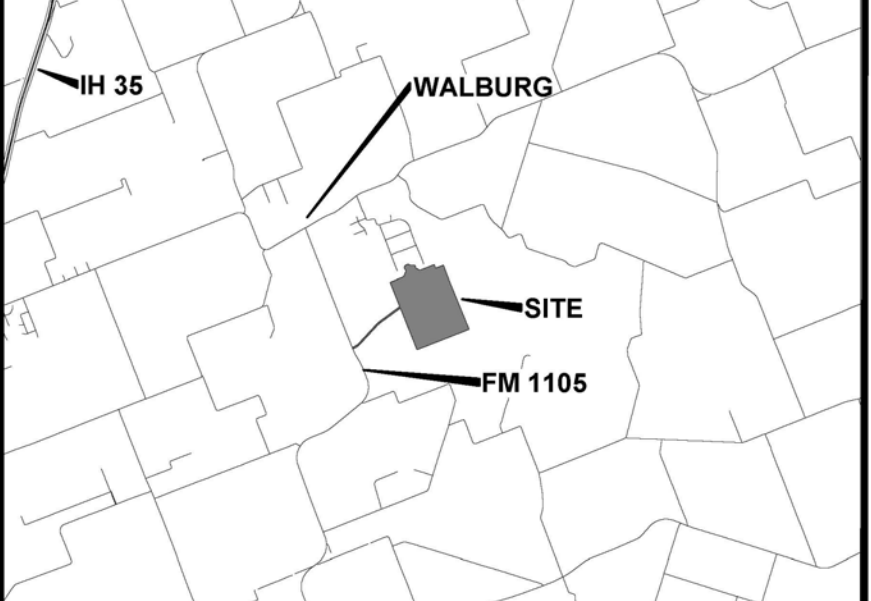
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- 2) ADJOINING PROPERTY LINES ARE APPROXIMATE
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EL BM: TBD

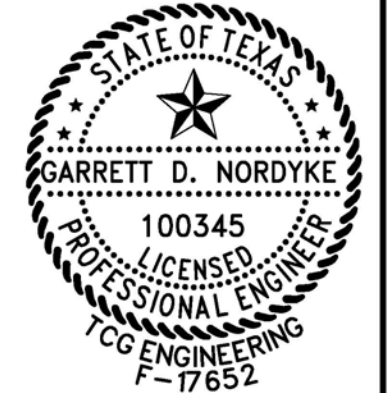
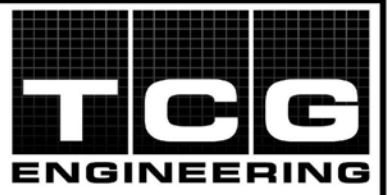
NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725



DESCRIPTION	ACRES	DESCRIPTION	QTY
SF LOTS	200.315	TOAL LOTS	167
MULTI-FAMILY	0	1 ACRE LOTS	167
HOA	25.604	0.5 ACRE LOTS	0
ROW	34.546	100' LOTS	0
DRAINAGE	0	80' LOTS	0
OPEN	0	SANITARY (FT)	TBD
DEDICATION	0	WATER (FT)	N/A
TOTAL	262.465	DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106



Garrett D. Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
MOBILITY PLAN

SHEET SIZE: 24" X 36"
PRINT DATE: 5/10/20
C012

Exhibit "C"

DEDICATED ROW REQ'D FOR ARTERIAL (7.07 ACRES)
HATCHED AREAS REPRESENT DEDICATED ROW

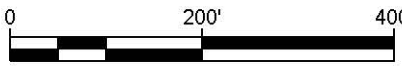
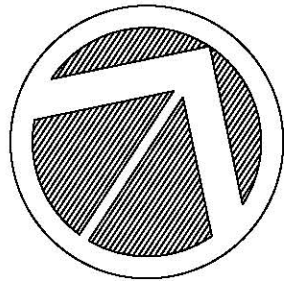
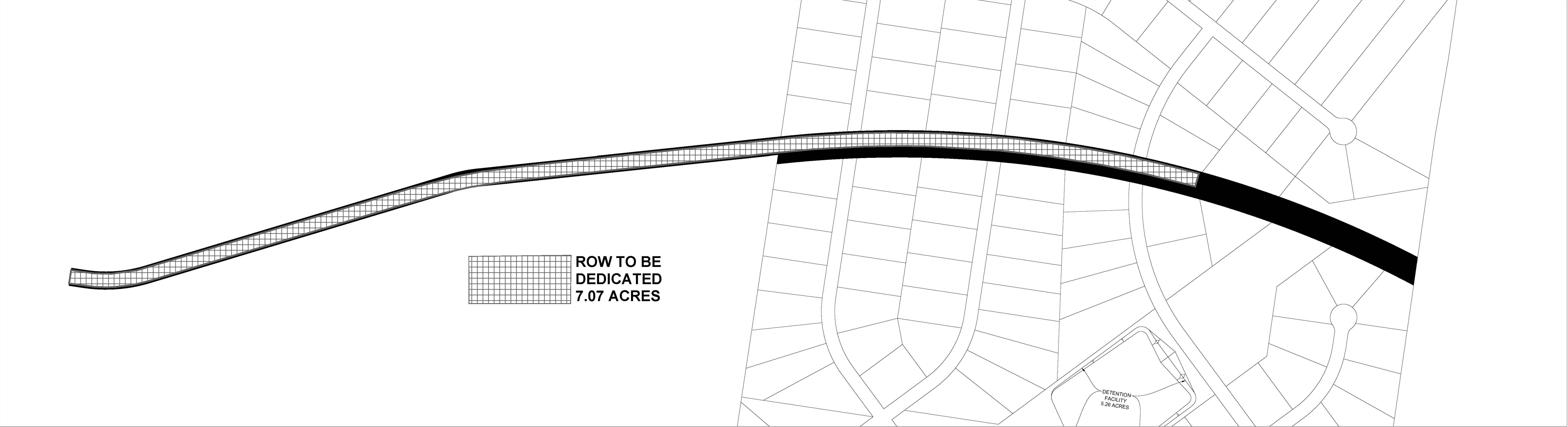


Exhibit "D"

**ADDITIONAL ROW REQ'D FOR ARTERIAL (7.00 ACRES)
SHADED AREAS REPRESENT ADDITIONAL ROW**

