## AGREEMENT FOR DONATION OF REAL PROPERTY

CR 460 Right of Way

THIS AGREEMENT FOR DONATION OF REAL PROPERTY ("Agreement") is entered into as of the date set forth below by and between COUPLAND INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "Donor," and the WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more particularly identified as approximately 1.355 acre in Exhibit "A" attached hereto (collectively the "Parcel").

**IN CONSIDERATION** of the mutual covenants set forth herein, Donor and County hereby agree as follows:

## Section 1. Transfer & Acceptance.

- a. Donor shall convey and grant indefeasible title in and to the Parcel, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within thirty (30) days following final approval and execution of this Agreement by County, completion of metes and bounds property surveys for the Parcel at County's sole expense, and recording of any release of liens or other title curative items.
- b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.
- **Section 2. Consideration.** As a condition and in consideration of Donor's conveyance of the Parcel to County, the County agrees to the following:
  - a. <u>Construction of traffic control improvements</u>. As an obligation which shall survive the completion of the conveyance of the Parcel by Donor herein, County agrees at its sole cost to cause the following additional traffic control and signalization improvements within the Parcel and other property owned or acquired by County to be constructed as part of its proposed 2023 Bond Program CR 460 roadway improvement project (the "School Traffic Control Improvements"):

Sign No	Sign Nomenclature
1	S1-1 / W16-9P
4	S5-2 / R2-1
5	S5-1
10	S5-1
11	S5-2 / R2-1
14	S1-1 / W16-9P

### **Pavement Marking**

• 24" (W) SLD School Zone Limit

The School Traffic Control Improvements shall be constructed by County in substantial compliance with the plans, notes, location and specifications as shown in Exhibit "C" attached hereto and incorporated herein (the "Plans").

The School Traffic Control Improvements shall be constructed and completed by County at the same time as the construction of that section of the road, pursuant to Exhibit C.

# Section 3. Representations and Warranties. The County hereby represents and warrants that:

a. County accepts the Parcel AS IS, IN ITS PRESENT CONDITION.

### Section 4. Donor's Duties, Representations and Warranties.

- a. Donor shall be responsible for the prorated payment of General real estate taxes, if any, for the then current year relating to the Parcel through the date of Deed conveyance described herein. Agricultural roll-back taxes which directly result from this conveyance, if any, shall be paid by County.
- b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.
- c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.
- d. <u>Traffic Control Improvements Maintenance</u>. As an obligation which shall survive the conveyance of the Parcel, Donor shall be responsible for all operation and maintenance of the School Traffic Control Improvements described herein at its sole cost following completion of construction and acceptance by County in accordance with the Plans.
- Section 5. Reverter. In the event that the Property described in this Agreement ceases to be used by the County or other political subdivision or municipality for the purposes expressly stated herein—namely, a road section of the County's 2023 Bond Program CR 460 roadway improvement project, or if the County attempts to sell, lease, transfer, encumber, or otherwise dispose of the Property to an entity which does not have the power of condemnation without the prior written consent of the Donor or the Donor's successors or assigns,

the title to the Property shall automatically revert to the Donor or the Donor's successors or assigns.

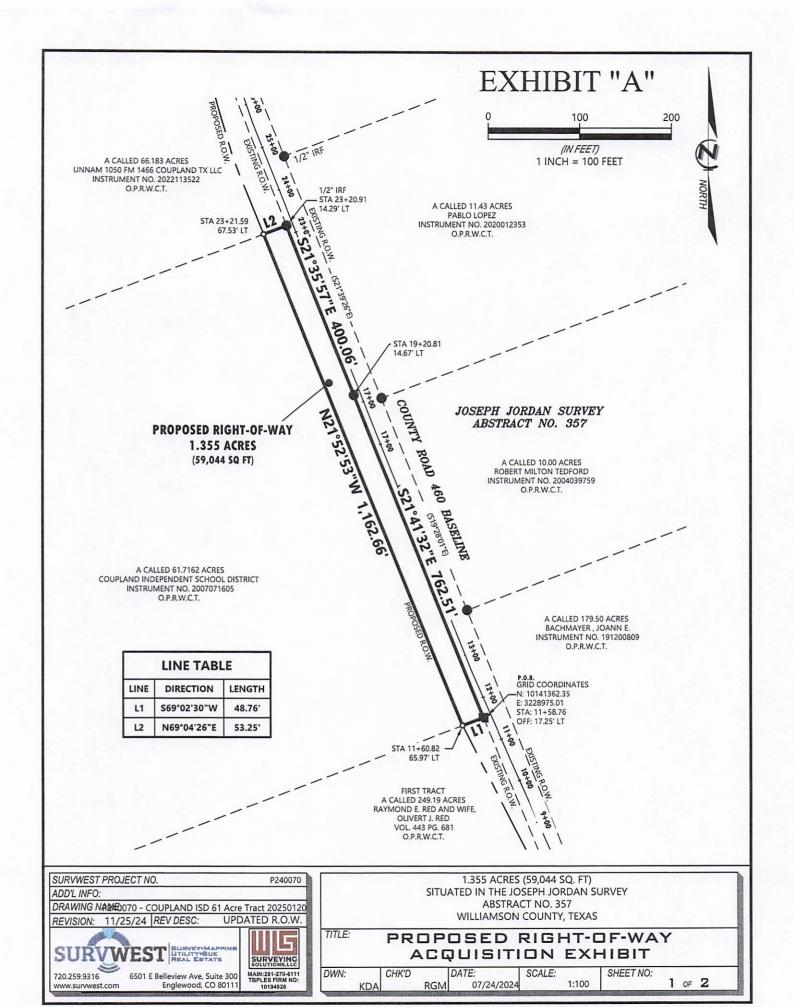
Such reversion shall occur upon written notice from the Donor to the County, specifying the nature of the breach. If the County fails to cure such breach within ninety (90) days of receipt of such notice, title to the Property shall revert without further action required, and the County agrees to execute any documents necessary to effectuate such reversion.

The County shall not take any action that would impair or limit the Donor's reversionary interest in the Property. This clause shall run with the land and shall be binding upon all successors and assigns of the County.

- Section 6. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Donor and County. Once County has vested title to the Parcel it may only be transferred to another governmental entity with the power of condemnation for the stated uses as described herein.
- Section 7. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.
- Section 8. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in Williamson County, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

[signature page follows]

<b>EXECUTED BY</b> the County and by Donor as follows:
DONOR:
COUPLAND INDEPENDENT SCHOOL DISTRICT
By: Allarel
Name: Crystal Word  Its: School Board President
Its: School Board President
Date: 91/2025
COUNTY:
WILLIAMSON COUNTY, TEXAS
By: Steven Snell
Steve Snell Name:
County Judge/Presiding Officer
May 21, 2025 Date:



### NOTES

- 1. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.
- 2. THIS SURVEY WAS PREPARED WITH THE BENIFIET OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY UNDER GF NO. GT2403391 WITH AN EFFECTIVE DATE OF DECEMBER 19, 024.

### LEGAL DESCRIPTION

BEING ALL OF A 1.355 ACRE (59,044 SQUARE FEET) TRACT OR PARCEL OF LAND SITUATED IN THE JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 61.7162 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO COUPLAND INDEPENDENT SCHOOL DISTRICT, RECORDED IN INSTRUMENT NO. 2007071605, SAID OFFICIAL PUBLIC RECORDS, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCIRBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND (GRID COORDINATES N:10141362.35 E: 3228975.01) AT THE SOUTHEAST CORNER OF A CALLED 61.7162 ACRE TRACT OF LAND DESCRIBED IN A DEED TO COUPLAND INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2007071605 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF A CALLED 249.19 ACRE TRACT OF LAND DESCRIBED AS FIRST TRACT IN A DEED TO RAYMOND E. RED AND WIFE, OLIVERT J. RED, RECORDED IN VOLUME 443, PAGE 681 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROADS 460, 17.25 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION 11+58.76:

THENCE S69°02'30"W, WITH THE SOUTH LINE OF THE 61.7162 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 249.19 ACRE TRACT, A DISTANCE OF 48.76 FEET TO A CAPPED IRON ROD SET, 65.97 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION 11+60.82;

THENCE N21°52'53"W, CROSSING THROUGH THE 61.7162 ACRE TRACT, A DISTANCE OF 1162.66 FEET TO A CAPPED IRON ROD SET IN THE NORTH LINE OF THE 61.7162 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 66.183 ACRE TRACT OF LAND DESCRIBED IN A DEED TO UNHAM 1050 FM 1466 COUPLAND TX LLC, RECORDED IN DOCUMENT NO. 2022113522 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 67.53 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION 23+21.59;

THENCE N69°04'26"E, WITH THE NORTH LINE OF THE 61.7162 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 66.183 ACRE TRACT A DISTANCE OF 53.25 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THE 61.7162 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF THE 66.183 ACRE TRACT, AND BEING IN THE WEST RIGHT-OF-LINE OF COUNTY ROAD 460, 14.29 FEET LEFT OF COUNTY ROAD 460 BASELINE 23+20.91:

THENCE WITH THE EAST LINE OF THE 61.7162 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 460 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. S21°35'57"E A DISTANCE OF 400.06 FEET TO A 1/2" IRON ROD FOUND, 14.67 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION: 19+20.81;
- 2. S21°41'32"E A DISTANCE OF 762.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.355 ACRES (59.044 SQ. FEET) OF LAND, MORE OR LESS.



SURVWEST PROJECT NO. DRAWING NAME: P240070 - COUPLAND ISD 61 Acre Tract 20250120 REVISION: 1/29/25 REV DESC: COMMENTS & TC URVWEST HILITYSHE REAL ESTATE SURVEYING SOLUTIONS,LLC A COUNTY 6501 E Belleview Ave, Suite 300 720 259 9316 MAIN:281-270-6111 TBPLES FIRM NO: 10194926 Englewood, CO 80111 www.survwest.com

P240070

1.355 ACRES (59,044 SQ. FT) SITUATED IN THE JOSEPH JORDAN SURVEY ABSTRACT NO. 357 WILLIAMSON COUNTY, TEXAS

2 OF 2

TITLE: PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT

DWN: CHK'D DATE: SCALE: SHEET NO: 07/24/2024 KDA **RGM** 1:100

# EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

### **DONATION DEED** CR 460 Right of Way

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

### NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That COUPLAND INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as Grantor, whether one or more, for and in consideration of good and valuable consideration to Grantor in hand paid or to be completed by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Dedicated and by these presents do Donate, Grant, Bargain, Dedicate and Convey unto WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as County, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 1.355 acre (59,044 square feet) tract or parcel of land situated in the Joseph Jordan Survey, Abstract No. 357, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

# RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto County and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors, and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto County and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise except as to the Reservations from and Exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, this instrument is executed on this the day of, 2025
GRANTOR:
COUPLAND INDEPENDENT SCHOOL DISTRICT
By: Mouel
Printed Name: Crystal Ward  Title: CISO Board President
Title: CISO Board President
ACKNOWLEDGMENT
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
This instrument was acknowledged before me on 2025 by Crystal Ward, in the capacity and for the purposes and consideration recited therein.
(seal) Ponla deter
Pamela Ihlo Herber MY COMMISSION EXPIRES 06/14/2028  Notary Public, State of Texas

# ACCEPTED AND ACKNOWLEDGED:

WILLIAMSON COUNTY, TEXAS

By: Steven Small	
Name: Steve Snell	
County Judge/Presiding Officer	
ACK	NOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF WILLIAMSON	\$ \$ \$
This instrument was acknowle 2025 by Swen Shell	dged before me on May Z1
2025 by Swen Mell. consideration recited therein.	, in the capacity and for the purposes and
consideration recited therein.	
REBECCA LYNN PRUITT Notary Public, State of Texas	Notary Public, State of Texas
OF Comm. Expires 08-31-2028 Notary ID 132650479	





3/21/2025

REV	DATE	DESCRIPTION	APPROVE





13809 RESEARCH BLVD SUITE 612 AUSTIN, TEXAS 787750 (512) 787-5527

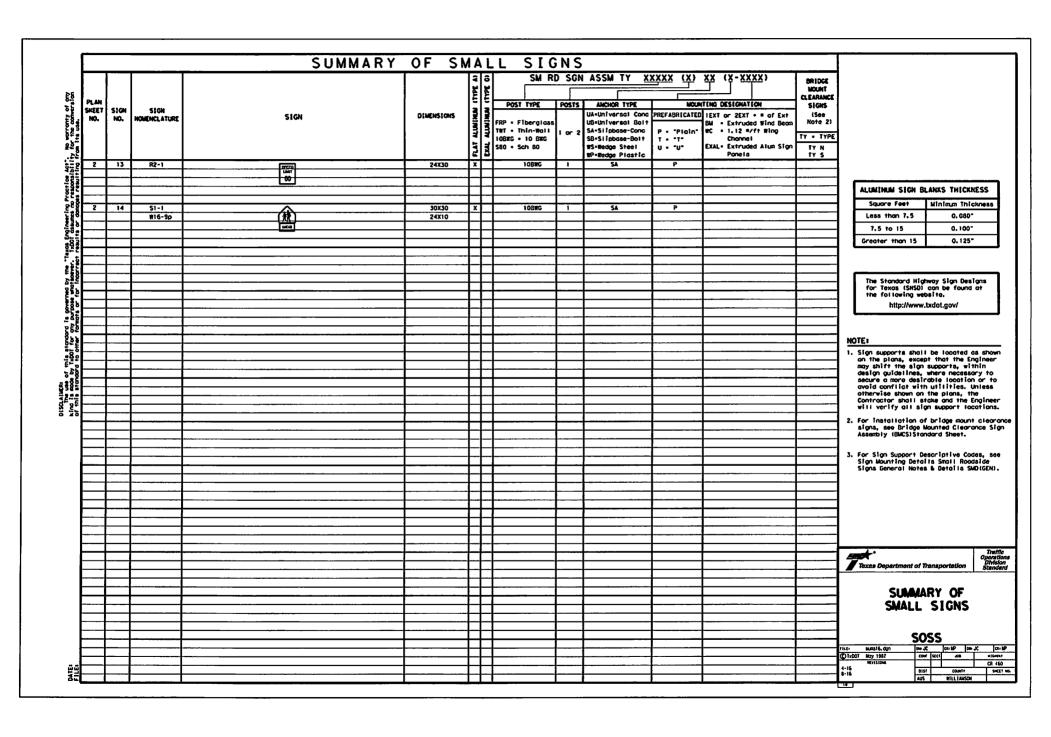
CR 460

SIGNING AND PAVEMENT MARKING LAYOUT (STA. 26+00 TO END)

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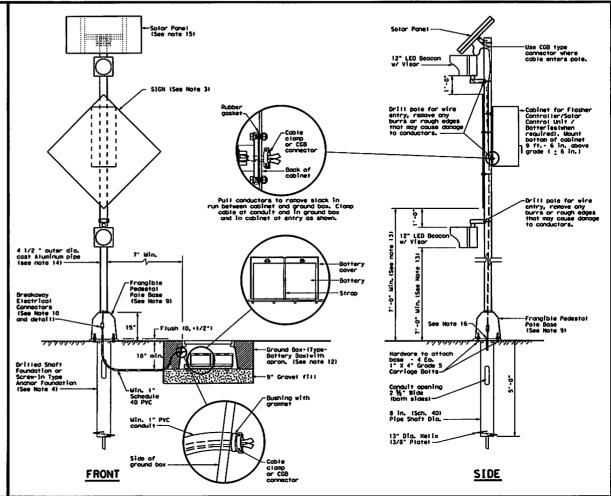
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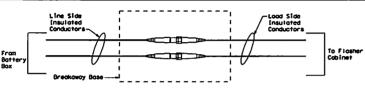
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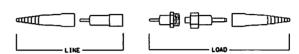
#### GENERAL NOTES

- Details show a typical warning sign with two fleshing beacon heads, other arrangements are possible. When only one beacon is required, install the upper beacon.
- 2. See Item 685, "Roadside Floshing Beacon Assemblies" for further requirements.
- See SMO standard sheets for lateral and vertical clearances and sign mounting details. Install signs as shown on the sign layout sheets.
- 4. Use either a Screw-in Type Anchor Foundation or a Drilled Shaft Foundation as shown elsewhere in the plans. Then plans require a Drilled Shaft Foundation, see standard sheet TS-FD. Install the Screw-in Type Anchor Foundation as per manufacturer's recommendations, On a slope, install one edge or ground level. Screw-in/Drilled Shaft Foundation is subsidiery to Item 655. Installation of a ground rod is not required for solor powered flashing becom assembles.
- When used, provide Screw-In Type Anchor Foundations as shown on TxDOT's Moterial Producer List (MPL) in the file "Mighway Traffic Signals".
- Use materials specifically designed for attaching cabinets, beacon heads, solar panels, etc., to poles.
- Install beacon heads as shown here, as shown elsewhere on the plans, or as directed. Use hardware specifically designed for mounting beacon heads on poles.
- 8. Conduit in foundation and within 6 in. of foundation is subsidiary to the item 685, "Roadside Flashing Beccon Assemblies."
- Per manufocturer's recommendations, engage all threads on the pedestal
  pale base and pipe unless the pipe is fully seated into base. In high
  winds, use a pole and base callor assembly to add strength and prevent
  toosening on connection.
- 10. Provide single pole non-fused watertight breakaway electrical connectors for frangible padestal pole bases, as shown on 1x001's MPL in the file "Roadway Illumination and Electrical Supplies." Approved models are Ilsted under Item 685. For ungrounded (hot) conductors, install a breakaway connector with a dummy fuse slugi. For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse slugi.
- 11. Install the batteries in a battery bax. Place the batteries on a ½ "
  thick plastic sheet and connect together. Place a plastic ower (battery
  bell jar) over the top of each battery and scure the battery bell jar
  to the battery with a strap. The batteries, bell jars, straps and ½ "
  plastic sheet are aubsidiory to the Item 585, "Roadside Flasting Beacon
  Assemblies." When required, install batteries in the flasher addingt.
  When batteries according to monufacturer's recommendations. Provide the
  number of batteries as required by the manufacturer's
- See standard sheet Electrical Details (ED) for additional requirements regarding the installation of ground boxes/battery boxes, conduit, and collinets.
- 13. Provide clearance as shown above the slawalk or povement grade at the edge of the road. Then a botton becom is not used, mount the botton of the sign or least 7 ft. above the slawalk or povement grade at the edge of the road.
- 14. Unless otherwise shown on the plans, pole shaft shall be one place, Schedule 40 Attaintum place, ASTM 6429 or B221 (Alloy 6651-16 only). Aluminum conduit will not develop the necessary strength and will not be allowed.
- 15. Orient solor ponel for optimum exposure to sunlight (face to the south). Prior to installation, check the location to ensure there is no overhead obstruction that would block the solor panel from receiving full sunlight. Unless specified elsewhere, mount a miniaum of 14' above grade.
- 16. Ensure height of conduit is below top of anchor balts.

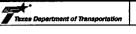




NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS



NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS
EXPLODED VIEW



SOLAR POWERED ROADSIDE FLASHING BEACON ASSEMBLY DETAILS

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