



**CITY OF ANGLETON
SPECIFIC USE PERMIT APPLICATION**

PROPERTY ADDRESS: W. MULBERRY

PROPERTY DESCRIPTION (Legal description):

A0380 J DE J VALDERAS TRACT 163 - CLOSED ROW (PT) ACRES 7.7

RECORD PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER:

COREY H. ANDERSON; PO BOX 4205, LAKE JACKSON, TX 77566; (281) 731 - 3737

DESIGNATED REPRESENTATIVE, ADDRESS AND PHONE

NUMBER: GAMBIT ENERGY STORAGE, LLC; c/o MOLLY EMERSON; 1237 9TH

AVENUE, SAN FRANCISCO, CA 94122; (907) 209 - 8591

PROPOSED USE FOR THE PROPERTY INDICATED

ABOVE: CONSTRUCTION AND OPERATION OF AN ENERGY STORAGE PARK AND NECESSARY
SUBSTATION EQUIPMENT FOR THE STORAGE OF ELECTRICAL ENERGY

A site plan (prepared and approved) in accordance with Section 35.4 of the City of Angleton Code of Ordinances (City Code) must be attached to the application. If a base zoning district amendment is required or requested, such rezoning application shall accompany the application for a Specific Use Permit. If the proposed use requires a division of land, an application for subdivision approval must be submitted with this application for a Specific Use Permit.

SIGNATURE: 

DATE: 12/2/2019

PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY.

ATTACHMENT: SECTION 35 SUP – SPECIFIC USE PERMIT

APPLICATION FEE: \$150.00 due upon submittal

OFFICE USE ONLY

Date received: _____ Admin Fee Received: _____
P&Z Public Hearing date: _____
Date to send cert. letters: _____ Date to publish: _____
Site Plan submitted: Yes _____ No _____
Site Plan received & evaluated by City Staff: Yes _____ No _____
Proof of taxes paid: _____ Date verified: _____

GAMBIT ENERGY STORAGE PARK

Specific Use Permit Application

998 W Live Oak St, Angleton, Texas
Property ID: 570367

December 2nd, 2019

Applicant:

Gambit Energy Storage, LLC
c/o Plus Power, LLC
1237 9th Avenue,
San Francisco, CA 94122

Accepting Authority:

City of Angleton
Planning and Zoning Commission

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EXHIBIT 1

Project Summary

Project Details

Project Name: Gambit Energy Storage Park

Proposed Action: The Applicant to develop, own, and operate an energy storage park with a nameplate capacity of approximately 100 megawatts (MW). The facility will be used to provide energy storage and shifting capabilities and participate in the energy and ancillary service markets overseen by the Electric Reliability Council of Texas (ERCOT).

Applicant: Gambit Energy Storage, LLC

Current Land Owner: Corey Anderson

Location of Project: 998 W Live Oak Street, Angleton, TX

Property ID: 570367

City and County Zoning: Single Family Residential District (SF-7.2)

Existing Use: Vacant Land

Surrounding Land Use: Single Family Residential and Commercial

General Proposal and Use Case

Gambit Energy Storage, LLC, is proposing to construct and operate a battery energy storage park that will be interconnected to the Angleton 138kV substation. The Gambit Energy Storage Park, or “the Project,” will serve to provide the Electric Reliability Council of Texas (ERCOT) balancing authority with electric grid services such as energy reserves, frequency regulation, and renewable energy balancing. The battery would charge and discharge to the existing Angleton substation by way of a 138kV transmission line, owned by Texas New Mexico Power Company (TNMP) and located in the existing 50’ wide TNMP utility easement adjacent to the property.

The Project will consist of modular electrical equipment composed of individual battery units or “strings,” connected to bidirectional inverters. The strings will be evenly spaced throughout the property with sufficient setbacks and spacing (please see the following Site Plan documents). In addition to the battery units, other accessory equipment is proposed for the Project site, including a small electrical substation to step up the power to distribution voltages and fire hydrants. The battery units, inverters, and a maintenance shed would be supported on concrete pad foundations with a maximum height of approximately 10’ above the ground.

There will be an all-weather road around the perimeter of the Project providing access to the project substation and all sides of the battery storage system. The project perimeter will be surrounded by an 8’ slatted fence. A fence detail is provided in the following pages. A substation for the project will be built within the project perimeter fence and will output electricity at 138 kV to a transmission line that will be maintained, owned, and operated by the current substation owner, Texas New Mexico Power Company (TNMP). Within the Energy Storage Park area, there will be an electrical transformer, switchgear/control building, downward facing, night-sky lightning poles, and one substation dead-end tower up to approximately 70’ in height to interconnect to the TNMP power line.

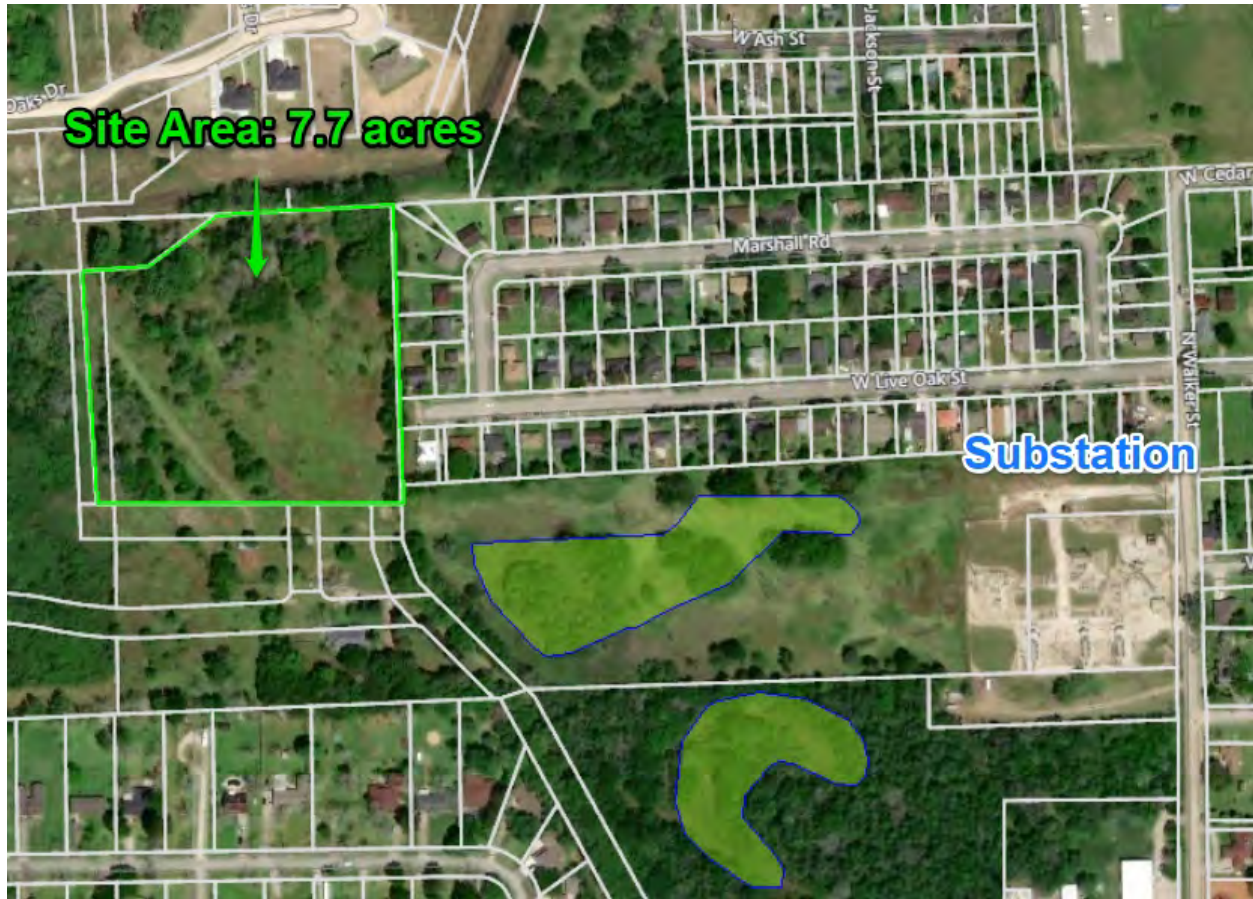
The energy storage park facility will be unmanned and remotely controlled and monitored. This technology uses proven, reliable, and safe lithium-ion batteries that are preassembled for use in climate-controlled containers with redundant operating and safety systems. Each battery container unit will contain controllers that monitor battery temperature, voltage, and performance.

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Project Location

The Energy Storage Park will occupy the 7.7 acre parcel at the terminus of West Live Oak Street, identified by Property ID 570367. Primary access to the facility would be located at the southeast corner of the site from Murray Ranch Road, while an emergency access will be constructed from W. Live Oak Street. Access to and from the project site for construction, emergency and utility purposes will be gained via easements historically and legally associated with the use of the project site.

Site Location Detail



The Project would be bound by substantial existing vegetation and an Angleton Drainage Ditch easement to the north, vacant agricultural land to the west and south. The property is bordered to the east by residential developments on W. Live Oak Street, and will be physically screened from all surrounding residences through a physical perimeter fence and vegetative landscaping. The Applicant (Gambit Energy Storage, LLC) currently has an Option to Purchase agreement with the current landowner, Corey Anderson, and would execute the agreement and own the entirety of the new parcel upon the start of construction of the Gambit Energy Storage Park.

Fencing and Vegetative Buffer

An 8' high fence will enclose the entire energy storage park and project substation. Onsite lighting and cameras will provide additional security and prevent unauthorized entry to the site. Landscaping and buffering will be planted along the northern and eastern borders of the property. Please see the attached Site and Landscape Plan. A drip irrigation system would be used to maintain the landscaping.

Safety

The site will utilize stringent industry best practices for fire suppression and energy response. Sensors and alarms will be installed to monitor key changes in operating conditions relating to temperature, smoke, voltage, current flow, tripping of breakers, etc. Redundant communications systems will monitor the "heartbeat" of the facility and provide instantaneous notification in the event of failure of any single system. The battery units would be controlled and monitored from a remote location, twenty-four hours a day and seven days a week. Monitoring personnel would receive automatic alerts and notifications, including access to a Network Operations Center (NOC) for coordination and discussion with first responders. Gambit Energy Storage, LLC will prepare an Emergency Response and Training Manual and would conduct video-recorded training and develop specific protocol for first responders prior to commercial operation.

For external fire suppression, the Applicant will install two fire hydrants on the project site. The hydrants will be fed from the municipal water supply, from a new 8" water line loop from the existing water mains at West Live Oak Street and Western Ave, respectively. The water line and fire hydrants will provide access to water for emergency fire suppression throughout the project site.

Anticipated Development Schedule

Construction of the project will commence after the conclusion of interconnection studies by ERCOT and building permits are obtained. The Applicant anticipates construction would start no earlier than October 1, 2020 with a target completion date of March 31, 2021. The SWPP was revised to call out the need for flaggers on Murray Ranch Road to control ingress and egress during construction. Approximately 25 to 40 workers are estimated during construction. Once completed, landscaping maintenance contractors will regularly visit the site to ensure vegetation is kept in a healthy condition, and the drainage plan is functional. Equipment maintenance employees will occasionally be on site and will utilize a temporary maintenance shed for the purposes of on-site activities. For the most part, the facility will be operated remotely. It is anticipated that the energy storage park would have a life span of 20 years to 30 years, at which time the facility would be re-powered with new equipment to continue operations. The following Site Plan drawing packet shows in more detail the area of the overall property that will be developed and the anticipated footprint of the project construction.

Site Plan Highlights / Comments:

- Anticipated Environmental Impacts of Park:
 - **Noise Impacts:** *There are minimal anticipated noise impacts to existing residences. Although the facility will contain equipment similar to a substation (air conditioning, transformers, inverters), the anticipated noise level at the project boundary is <55 dB. This is below the existing ambient noise level of the residential neighborhoods. The sound level will drop further as a function of distance from the project boundary and be <40 dB (the sound of water on a window) at 30 meters (100 ft) away, still well far*

EXHIBIT 1

away from any residences. Section 44.1 - "Performance Standards - General" of the Angleton Zoning Ordinance prohibits any noise in excess of 85 dB at fifty feet from a property line; the project will be in full compliance with all local codes and standards.

- **Lighting impacts:** *The project will utilize night sky lights for security purposes, in compliance with Section 45: "Lighting and Glare Standards" of the local Angleton Zoning Ordinance. Lighting will be shielded from adjacent property and be of a down-light, diffused light type that will not be directed across and will not be visible from outside the property boundary.*
- **Odor Impacts:** *There are no anticipated odor impacts from the Energy Storage Park. It is an odorless, emission-less installation.*
- **Emissions Impacts:** *There will be no emissions of any kind from the Energy Storage Park.*
- Site Access:
 - *The primary site access will be public and through Murray Ranch Road. Access on West Live Oak is intended to be solely used for emergency fire access. The alignment of the access road was moved to better accommodate construction access.*
- Buildings and Building Permit Application:
 - *There will be a maintenance / storage building for spare parts and controls / communications equipment. Please see following Site Plan drawings for details and dimensions. All necessary building permits will be acquired for the maintenance building before construction.*
- General Physical improvements or Infrastructure improvements:
 - *General road improvements are expected to be required to enable secure site access. Murray Ranch Road may need to be improved or repaired after the construction period. Constructor will be responsible for all road improvements / repairs during and after construction.*
- Distances to Property Lines:
 - *There is a minimum setback of 25ft maintained from all lot lines. 250+ft setback will be maintained from Live Oak residents to the East.*
- Existing easements (with recording information), existing buildings; railroad rights-of-way:
 - *Stewart Title Company has provided a title report of the property and summary of all existing easements and recording information. This has been provided as part of this Application. There are no existing building or railroad rights-of-way.*
- Topography (contours at two-foot intervals) with existing drainage channels or creeks (including the 100-year flood plain, if applicable); any other important natural features (such as rock outcroppings, caves, wildlife habitats, etc.); and all substantial natural vegetation:

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- *Please reference the attached Grading Plan, Drainage Analysis, and SWPPP Layout for documentation of existing topography contours (negligible for this site) and existing drainage channels and creeks.*
- Proposed strategies for tree preservation (showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction):
 - *The trees that are directly under the project footprint will be removed as part of the site clearing and grading process. However, tree coverage will provide an essential aesthetic element of the Project and the developer/owner will preserve as many individual trees and masses as possible to buffer the site from the adjacent neighborhoods maintain the current feel of the site. The Applicant will plant additional trees and vegetative screening to comply with Angleton City Regulations, as indicated in the attached Site and Landscape Plan.*
- The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets, lots and blocks, proposed driveways (show driveway widths and distances between driveways), and proposed median openings and left turn lanes on future divided roadways (existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings):
 - *Please refer to the Existing Conditions map provided as part of the following site plan packet. There are no existing or proposed thoroughfares, collector streets and or intersections, etc.*
- Specific locations and footprints of buildings:
 - *Please reference Site Plan maps for specific locations and footprints of all proposed equipment.*
- Proposed nonresidential / residential densities:
 - *Nonresidential/Residential Density: N/A, unmanned system*
- Building heights:
 - *The proposed height for the battery containers is < 10'. This specification will ultimately be determined by the battery technology manufacturer that is selected for the project through a competitive solicitation process. Most battery containers will be around 8' in height. Please see below example of dimensions from the Tesla Megapack battery containers:*

	Width	Depth	Height
mm	7,125	1,600	2,516
Feet-in	23'-5"	5'-3"	8'-3"

- Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation, loading/service areas (including proposed screening),

EXHIBIT 1

recycling containers, compactors and dumpster enclosures (including proposed screening), pedestrian walkways, and parking areas (including parking ratio calculations):

- *This will be an unmanned and remotely controlled facility. Occasional maintenance visits will be performed by a single-man team with one vehicle able to park on the site perimeter road. There are no proposed massing, loading/service areas, recycling containers, compactors, dumpster enclosures. There are 6 spaces of proposed on-site parking included in the Site Plan as per local code.*
- Any proposed sites for parks, schools, public facilities, public or private open space:
 - *There are no proposed areas for parks, schools, public facilities, etc.*
- Flood plains/drainage ways:
 - *There are no existing flood plains or drainage basins on the site. The site is bordered to the north by Angleton Drainage District Ditch 10. See Drainage Analysis for proposed drainage plan and calculations.*
- Proposed and existing utilities and easements:
 - *The proposed easement for the municipal water line connection at Western Drive is shown on the following Off-Site Waterline Layout document. This easement will be provided to the City by Gambit Energy Storage LLC. The connection at Western Avenue will be used to loop the proposed waterline from West Live Oak. Please see included Off-site Waterline Layout map.*
- Drainage structures and retention/detention ponds with proposed aesthetic treatments:
 - *A detention basin will be constructed onsite. Please see the attached Drainage Analysis and Hydrological Calculation for the detention calculations and plans drawn up by Baker and Lawson Engineering firm. The site will be slightly graded with a crushed-rock/gravel base to allow drainage from the site into the detention basin and into Angleton Drainage District's Ditch 10.*
- Screening walls and fences:
 - *Views from other surrounding areas are expected to be minimally impacted, based on the natural topography, existing trees, and planned use of a slatted perimeter fence and vegetative screening. It is not expected that the site would be visible from any nearby major public roadways. Please see the attached fence detail and Site and Landscape Plan.*
- Signage:
 - *There is no signage proposed other than simple identification signs.*
- Fire lanes & fire hydrants:
 - *There will be an all-weather road around the perimeter of the Project providing access to the project substation and all sides of the battery storage system. There will be two fire hydrants installed on site, connected to the municipal water supply and accessible by the public fire department.*

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- Lighting & visibility easements:
 - *The lighting on the site will be done according to the standard city building regulations. Initial lighting design is being performed by Putterman, Scharck, and Associates and will be provided to the Planning and Zoning Committee.*
- Landscape Plan (turf areas, tree types and sizes, screening walls, ornamental plantings, planting schedule (including species, planted height, spacing, container/caliper size, numbers of each plant material, etc.) any existing wooded areas, trees to be planted, and irrigation plans (if required)):
 - *New landscape screening of native plants would be installed along the perimeter of the site would provide adequate screening for the adjacent residential lots. Placement of plants along the boarder of the project site would screen views of the utility infrastructure from surrounding residences. The proposed plantings would be watered using a drip irrigation system. The location of the proposed plantings is shown in the Landscape Plan included in this application.*
- Building facade (elevation) plans showing elevations with any attached (wall-mounted) signage:
 - *The representative equipment images below are indicative of the type of building façade that can be expected for the Gambit Energy Storage Park. The energy storage containers will have a flush, even façade resembling standard shipping containers, and additional utility equipment (power conversion systems and medium voltage transformers) would be placed in an orderly fashion next to the battery containers. There will be no wall-mounted signage other than what is needed for identification.*

EXHIBIT 1

Representative Images of Technology



Battery Pack



Stack

EXHIBIT 1



EXHIBIT 1

Plat

LEGEND		
B.C.C.F. =	BRAZORIA COUNTY CLERK'S FILE	
B.C.D.R. =	BRAZORIA COUNTY DEED RECORDS	
B.C.P.R. =	BRAZORIA COUNTY PLAT RECORDS	
B.L. =	BUILDING LINE	
BM =	BENCHMARK	
D.E. =	DRAINAGE EASEMENT	
U.E. =	UTILITY EASEMENT	
NO. =	NUMBER	
FND. =	FOUND	
C.I.R. =	IRON ROD W/CAP	
I.R. =	IRON ROD	
P.O.B. =	POINT OF BEGINNING	
R.O.W. =	RIGHT-OF-WAY	
VOL., Pg. =	VOLUME, PAGE	

SYMBOLS		
○	= SET 5/8" I.R. W/CAP "BAKER & LAWSON"	
●	= FOUND MONUMENT (AS NOTED)	
⊕	= (TBM) TEMPORARY BENCHMARK	

Line Table		
Line No.	Length	Direction
L1	19.82'	N85°39'25"E
L2	34.65'	N03°32'09"W
L3	66.25'	N86°25'54"E
L4	15.00'	N03°34'06"W
L5	66.24'	S86°25'54"W
L6	14.20'	N03°31'37"W
L7	15.00'	N88°25'08"E
L8	90.50'	N88°08'09"E

DEDICATION STATEMENT:
STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; that Corey Anderson, does hereby adopt this plat designating the hereinabove described property as Gambit Energy Storage, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Lot 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as herein above defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

COREY ANDERSON

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared Corey Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, ____.

Notary Public
State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this ____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this ____ day of _____, 20____, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE ____ DAY OF _____, 20____, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
- THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
- THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
- THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

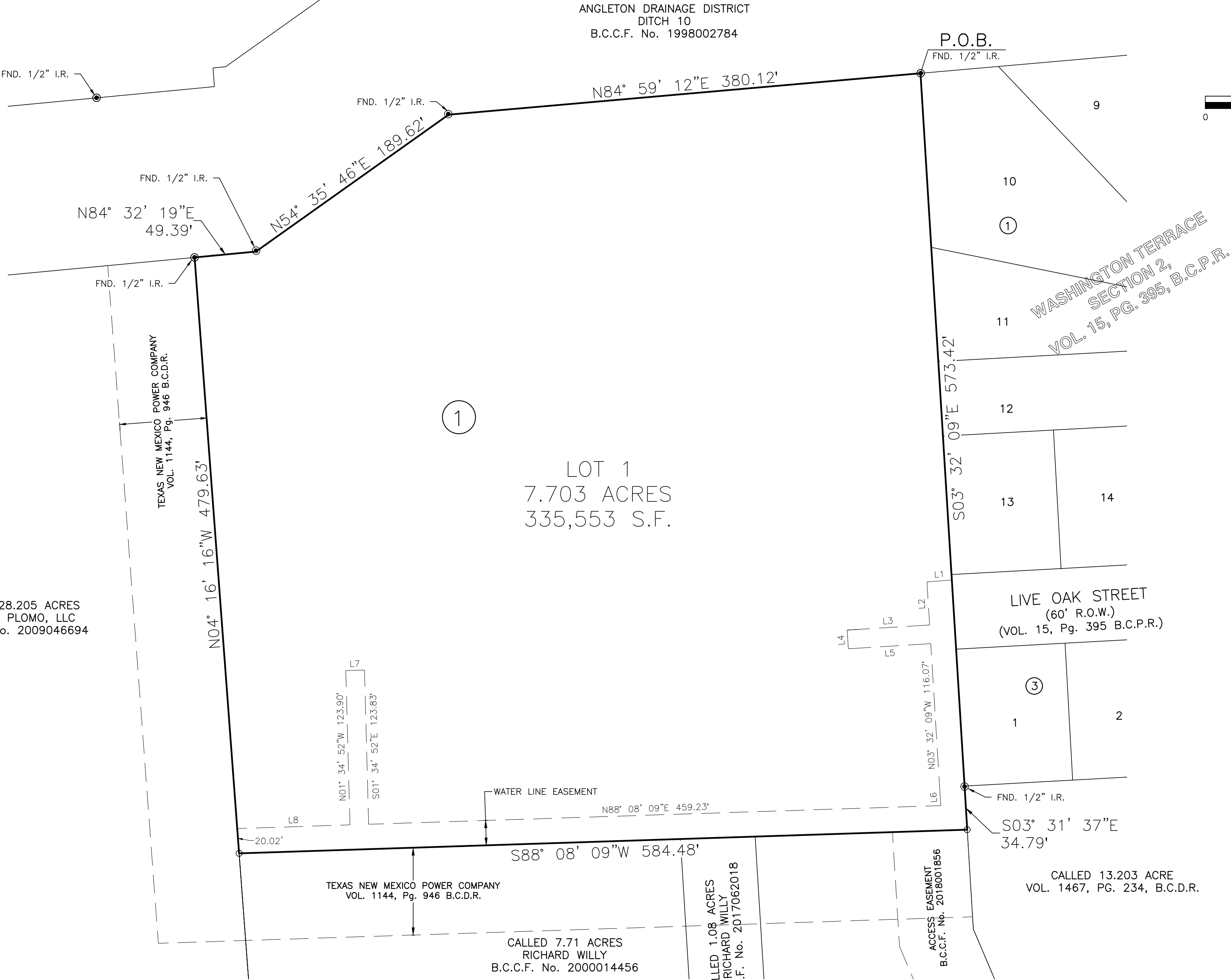
THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

BOARD MEMBER

FIRE LANE AND FIRE EASEMENT

That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard all-weather surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.



STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon shall be properly placed under my personal supervision.

DEVIN R. ROYAL DATE
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR No. 6667

KNOW ALL MEN BY THESE PRESENTS:
That I, Miguelangel Saucedo, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

SIGNED: MIGUELANGEL A SAUCEDA DATE
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 121992

FIELD NOTES FOR 7.703 ACRE

Being a tract of land containing 7.703 acres (335,553 square feet), located within J. De J. Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 7.703 acre being a portion of Blocks 3 and 9, and all of Block 10 of Heritage Oaks Subdivision, a plat recorded under Volume (Vol.) 20, Page 319 of the Brazoria County Plat Records (B.C.P.R.), being all of a called 7.70 acre tract recorded in the name of Corey H. Anderson, under Brazoria County Clerk's File (B.C.C.F.) No. 2018001856; Said 7.703 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod found on the south line of Angleton Drainage District Ditch 10 recorded in Vol. 15, Pg. 385 of the B.C.P.R., for the northeast corner of the herein described tract;

THENCE, with the west line of said Washington Terrace, Section 2, South 03 degrees 32 minutes 09 seconds East, a distance of 573.42 feet to a 1/2-inch iron rod found at the southwest corner of said Washington Terrace, Section 2, at the northwest corner of a called 13.203 acre tract recorded in Vol. 1467, Pg. 234 of the B.C.D.R., for an angle point;

THENCE, with the west line of said 13.203 acre tract, South 03 degrees 31 minutes 37 seconds East, a distance of 34.79 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a called 7.71 acre tract recorded in the name of Richard Willy under B.C.C.F. No. 2000014456, for the southeast corner of the herein described tract;

THENCE, with the north line of said 7.71 acre tract, South 88 degrees 08 minutes 09 seconds West, a distance of 584.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of a called 28.205 acre tract recorded in the name of Rancho Plomo, LLC under B.C.C.F. No. 2009046694, for the southwest corner of the herein described tract;

THENCE, with the east line of said 28.205 acre tract, North 04 degrees 16 minutes 16 seconds West, a distance of 479.63 feet to a 1/2-inch iron rod found on the south line of said Ditch 10, at the northeast corner of said 28.205 acre tract, for the northwest corner of the herein described tract;

THENCE, with the south line of said Ditch 10, the following three (3) courses:

- North 84 degrees 32 minutes 19 seconds East, a distance of 49.39 feet to a 1/2-inch iron rod found on an angle point;
- North 54 degrees 35 minutes 46 seconds East, a distance of 189.62 feet to a 1/2-inch iron rod found on an angle point;
- North 84 degrees 59 minutes 12 seconds East, a distance of 380.12 feet to the POINT OF BEGINNING and containing 7.703 acres of land.

OWNER:
COREY H. ANDERSON
LAKE JACKSON, TX 77566

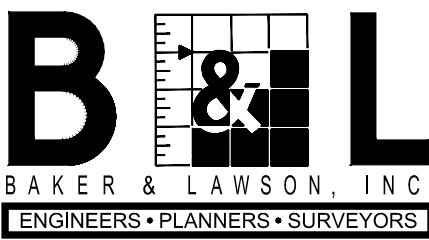
NOTES:

- ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
- FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY; MAP NUMBER 48038C0430H, WITH EFFECTIVE DATE OF JUNE 05, 1989; REVISED BY LOMR CASE NO. 03-08-2336P EFFECTIVE OCTOBER 6, 2004; THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- REFERENCE BENCHMARK: HERITAGE OAKS BM #1, CUT SQUARE ON TOP OF CURB AT NE CORNER OF BRIDGE, NORTHBOUND LANE, SH 288 FREEWAY AT ANGLETON DRAINAGE DISTRICT DITCH 10. ELEV. = 29.96.'
- THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

REVISED:

PRELIMINARY PLAT
GAMBIT ENERGY STORAGE
A 7.703 ACRE, 1-LOT, 1-BLOCK
SUBDIVISION

LOCATED IN THE
J. DE J. VALDERAS SURVEY, ABSTRACT No. 380
IN BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

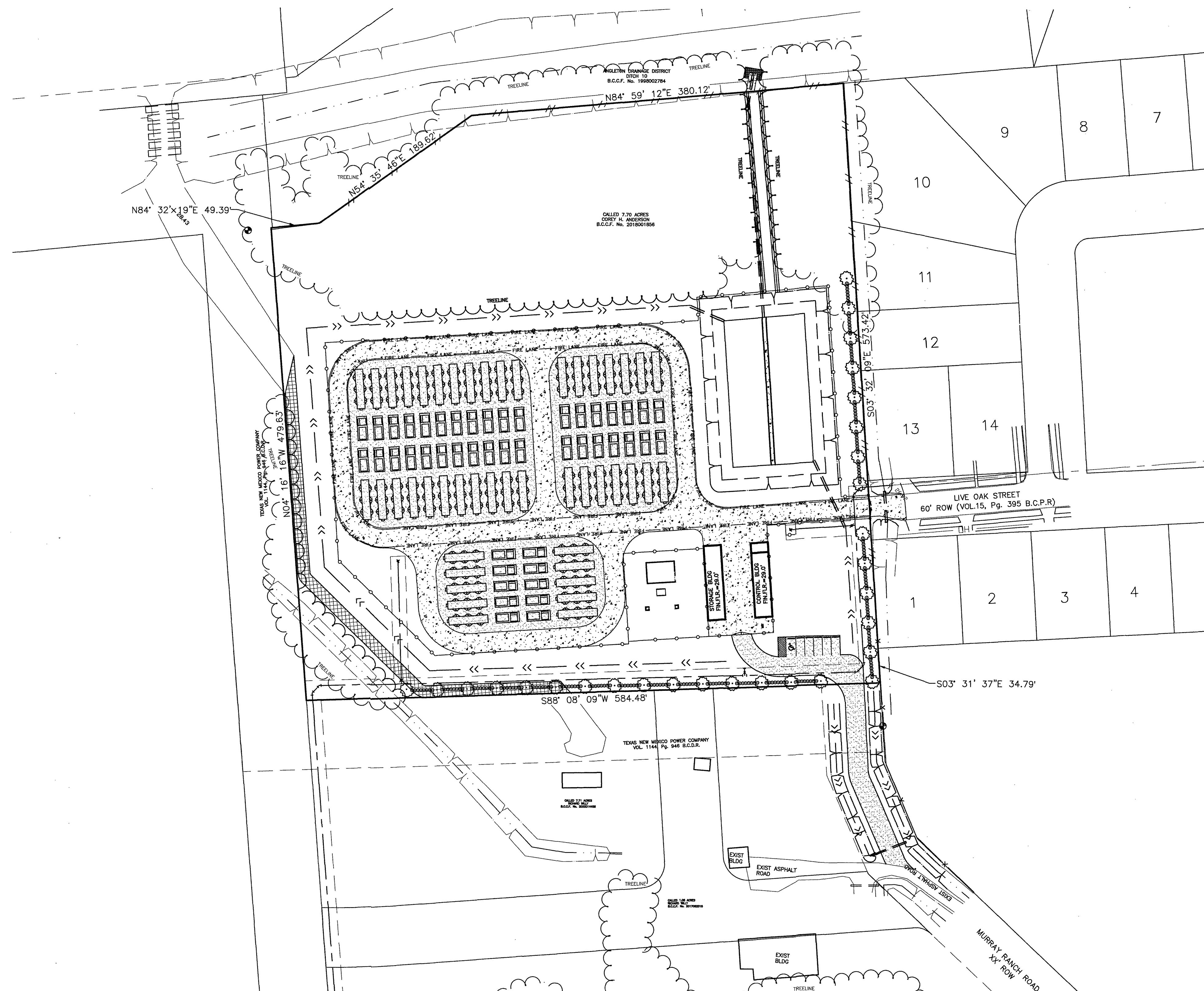
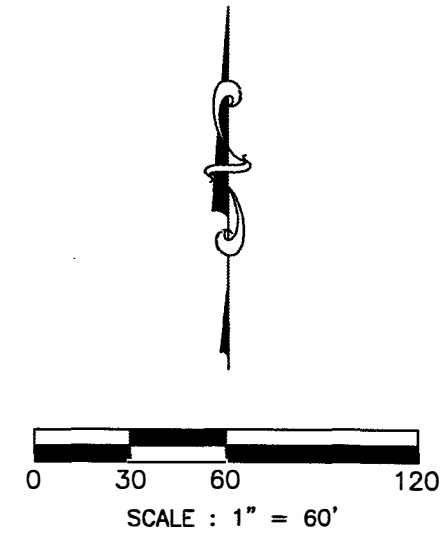
PROJECT NO.: 13552	SCALE: 1" = 60'	DRAWN BY: AH
DRAWING NO.: 13552-PLAT	DATE: 11/27/2019	CHECKED BY: DRR

EXHIBIT 1

Site Plan Documents

PLANS FOR GAMBIT ENERGY STORAGE CITY OF ANGLETON, TEXAS

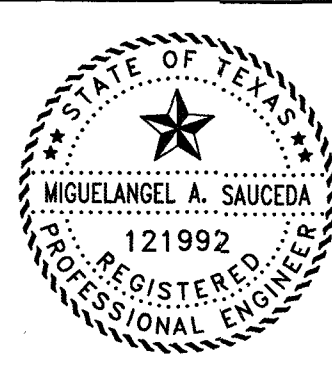
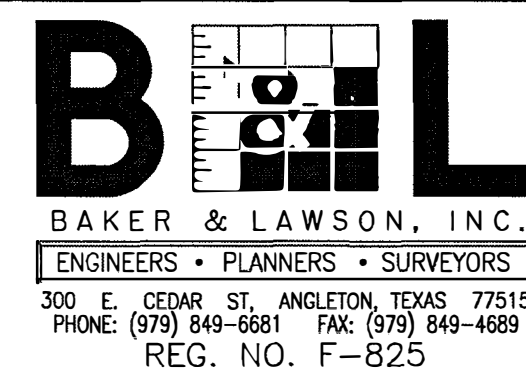
PAVING, GRADING, UTILITIES, DRAINAGE AND DETENTION



INDEX OF SHEETS

NO.	DESCRIPTION
TS	TITLE SHEET
C.1	CONSTRUCTION NOTES
C.2	EXISTING CONDITIONS
C.3	LOT GRADING PLAN
C.4	DRAINAGE ANALYSIS
C.5	HYDROLOGIC CALCULATIONS
C.6	ON-SITE WATERLINE LAYOUT
C.7	MISCELLANEOUS DETAILS
C.8.A	SWPPP LAYOUT
C.8.B	SWPPP NARRATIVE
C.9	SITE AND LANDSCAPE PLAN
C.10	POND CROSS-SECTIONS
C.11	OFF-SITE WATERLINE LAYOUT

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992
Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: 1" = 60'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

TITLE SHEET

GENERAL CONSTRUCTION NOTES

1. CONTACT THE ENGINEERING INSPECTORS WITH THE CITY'S ENGINEERING DEPARTMENT AT (979) 849-4364 PRIOR TO STARTING WORK TO SCHEDULE A PRE-CONSTRUCTION MEETING.
2. CONTRACTOR IS RESPONSIBLE FOR HAVING ALL BURIED UTILITIES IDENTIFIED, PROTECTED, REPLACED AND/OR PROPERLY REPAIRED IF DAMAGED. REPAIRS/REPLACEMENT SHALL BE AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL OBTAIN AND MAINTAIN ON SITE ALL APPLICABLE PERMITS AND AN APPROVED COPY OF THE PLANS AND SPECIFICATIONS. NOTIFY THE CITY'S ENGINEERING DEPARTMENT 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
4. CONTRACTOR IS RESPONSIBLE FOR NOT IRVING THE CITY'S ENGINEERING DEPARTMENT 24 HOURS PRIOR TO WEEKDAY WORK REQUIRING INSPECTION INCLUDING, BUT NOT LIMITED TO, LUMING, PAVING OPERATIONS, CONCRETE PLACEMENT, FORMING AND SET-UP, DENSITIES, PIPE INSTALLATION, AND ANY TESTING BY LABORATORIES. THE ENGINEERING DEPARTMENT MAY BE REACHED AT (979) 849-4364 OR BY CONTACTING THE ASSIGNED INSPECTOR.
5. ALL SATURDAY WORK SHALL BE REQUESTED, IN WRITING, WITH THE CITY'S ENGINEERING DEPARTMENT AT LEAST 48-HOURS IN ADVANCE. SUNDAY AND HOLIDAY WORK REQUIRES 72 HR. WRITTEN REQUESTS AND MUST BE APPROVED BY THE CITY ENGINEER. REQUIRED INSPECTIONS MAY BE SUBJECT TO INSPECTION FEES. NON-NOT IFICATIONS MAY RESULT IN NON-COMPLIANCE, WORK ORDERED STOPPAGE AND DOUBLE INSPECTION FEES.
6. FULL-TIME, RESIDENT INSPECTION BY THE PROJECT ENGINEER'S REPRESENTATIVE SHALL BE PROVIDED AT ALL CRITICAL POINTS OF CONSTRUCTION OR AS DEEMED NECESSARY BY THE CITY OF ANGLETON.
7. FOLLOW-UP INSPECTIONS OF ALL PUBLIC INFRASTRUCTURE SHALL BE SCHEDULED WITHIN 60 DAYS OF THE INITIAL INSPECTION. A COMPLETE RE-INSPECTION AND A NEW PUNCH LIST MAY BE REQUIRED AFTER THE 60 DAY PERIOD.
8. DESIGN AND CONSTRUCTION SHALL CONFORM TO THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, AND THE CITY OF ANGLETON LAND DEVELOPMENT CODE AND CONSTRUCTION MANUAL (ISSUED 2018). THE CITY OF ANGLETON STANDARDS SHALL BE ACQUIRED (AND USED) FROM THE ENGINEERING DEPARTMENT, THE LATEST REVISIONS AND/OR AMENDMENTS SHALL BE OBSERVED. WHERE CONFLICT MAY ARISE BETWEEN INFORMATION ON APPROVED CONSTRUCTION DRAWINGS AND/OR PROJECT SPEC IFICATIONS AND CITY OF ANGLETON STANDARDS, THEN THE CITY DESIGN STANDARDS SHALL GOVERN.
9. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE AREA OR STRUCTURE DISTURBED, DURING CONSTRUCTION, SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OF ANGLETON. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF ANGLETON DESIGN STANDARDS. IF NON-COMPLIANCE OCCURS, CONTRACTOR SHALL REMEDY IMMEDIATELY AT HIS OWN EXPENSE.
10. ANY POLLUTION CONTROL DEVICE, SOD, OR SEEDED AREA DAMAGED, DISTURBED, OR REMOVED SHALL BE REPLACED OR REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR WATERING ANY SEED OR SOD WHICH HE HAS INSTALLED UNTIL ADEQUATE GROWTH IS ACHIEVED TO PREVENT EROSION.
11. STORM WATER POLLUTION PROTECTION SHALL BE DESIGNED, CONSTRUCTED, MAINTAINED AND SHALL BE IN TOTAL COMPLIANCE WITH THE ANGLETON LAND DEVELOPMENT CODE AND CONSTRUCTION MANUAL.
12. ANY MATERIALS OR WORKMANSHIP NOT MEETING OR EXCEEDING CITY OF ANGLETON STANDARDS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL KEEP THE STREETS, RIGHT-OF-WAY, AND WORK AREA CLEAN OF DIRT, MUD, AND DEBRIS AS NEEDED OR AS REQUIRED BY CITY STAFF.
14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED TRAFFIC SAFETY CONTROL DEVICES UP TO AND INCLUDING FLAGMEN OR POLICE OFFICERS, IF DEEMED NECESSARY BY THE CITY OF ANGLETON.
15. THE CONTRACTOR SHALL CONTACT THE CITY OR LOCAL MUD AS APPROPRIATE TO OPERATE EXISTING UTILITIES AND PRIOR TO MAKING TIE-INS.
16. ALL BACKFILL WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (IN 8 INCH LIFTS) AND TESTED FOR $\pm 2\%$ OPTIMUM MOISTURE BY AN APPROVED LAB.
17. IT IS PERMISSIBLE TO USE A BACKHOE FOR TRENCH EXCAVATION IN LIEU OF A TRENCHING MACHINE.
18. THE CONTRACTOR SHALL NEVER UNLOAD ANY TRUCK-TYPE VEHICLE OR EQUIPMENT ON ANY EXISTING PAVEMENT OR CROSS OVER ANY EXISTING PAVEMENT OR CURB.
19. ALL FINISH GRADES ARE TO CONFORM TO A MINIMUM SLOPE OF 6" PER 100 FT. POSITIVE DRAINAGE IS DEPICTED BY ARROWS.
20. CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF CROSSING" TO DETERMINE IF CONFLICTS EXIST BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICT.
21. ALL FINISHED GRADES SHALL VARY UNIFORMLY BETWEEN FINISHED ELEVATIONS.
22. ALL TESTING PROCEDURES SHALL CONFORM TO THE CITY OF ANGLETON STANDARDS. THE INITIAL TESTING EXPENSE SHALL BE BORNE BY THE OWNER. IF ANY OF THE TESTS DO NOT MEET THE TESTING STANDARDS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE OR REPLACE SUCH MATERIAL. SO THE TESTING STANDARDS CAN BE MET. ADDITIONAL TESTING TO MEET COMPLIANCE SHALL BE AT THE CONTRACTOR'S EXPENSE.
23. CONTRACTOR SHALL PROVIDE SHEETING, SHORING, AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION AS PER OSHA REQUIREMENTS.
24. ALL MATERIALS AND WORKMANSHIP NOT GOVERNED BY CITY STANDARDS SHALL CONFORM TO THE LATEST VERSION OF THE TXDOT STANDARD SPEC IFICATIONS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND ANY REVISIONS THERETO.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE JOBSITE IN A SAFE AND WORKMAN-LIKE MANNER (DURING AND AFTER WORKING HOURS), UNTIL JOB COMPLETION.
26. THE LOADING AND UNLOADING OF ALL PIPE, VALVES, HYDRANTS, MANHOLES, AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIAL AND EQUIPMENT.
27. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR FOR EXCAVATION, INSTALLATION, AND COMPLETION OF THE PROJECT AS SHOWN ON THE PLANS AND SPECIAL PROVISIONS TO COMPLY WITH CITY OF ANGLETON STANDARDS.
28. NO PRIVATE UTILITIES (I.E., PHONE CABLE T.V., ELECTRICITY, ETC.) SHALL BE INSTALLED WITHIN 4 FEET BACK OF CURB.
29. PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR IT EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE PLANS. THE CONTRACTOR SHALL FURNISH SAFETY SYSTEMS, INCLUDING CURRENT OSHA STANDARDS FOR TRENCH SAFETY SYSTEMS, SEALED BY A LICENSED PROFESSIONAL ENGINEER. APPROPRIATE TRENCH SAFETY PLANS SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO EXECUTION OF A CONTRACT FOR HIS WORK.
30. FOR TRAFFIC SIGNAL CONSTRUCTION, CONTACT THE CITY OF ANGLETON INFORMATION TECHNOLOGY DEPARTMENT TO OBTAIN IP ADDRESSES FOR SIGNAL CABINET EQUIPMENT. ALLOW 5 WORKING DAYS FOR THE ADDRESS. ONCE EQUIPMENT HAS BEEN INSTALLED AND COMMUNICATIONS ESTABLISHED WITH THE TRAFFIC MANAGEMENT CENTER, IT WILL COMMISSION THE COMMUNICATION LINK. ALLOW 10 WORKING DAYS FOR COMMISSIONS.

LIME SUBGRADE

1. LIME SHALL BE A "SLURRY" AS PER TXDOT 260 UNLESS SPECIFICALLY RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY ENGINEER.
2. ALL LIME SLURRIES SHALL BE FURNISHED AT OR ABOVE THE MINIMUM "DRY SOLIDS" CONTENTS AS APPROVED BY THE ENGINEER.
3. SUBGRADES SHALL BE STABILIZED WITH A MINIMUM SIX PERCENT (6%) LIME BY WEIGHT, EIGHT INCHES (8") THICK THE INITIAL MIX TO REDUCE PLASTICITY INDEX (PI) TO 20 OR LESS AS DETERMINED BY THE LIME SERIES. THE FINAL MIX SHALL BE AT SIX INCHES (6") THICK.
4. LIME DRY SOLID CONTENT TESTS SHALL BE CONDUCTED ON SITE, ONCE PER ONE-HUNDRED (100) TONS OF MATERIAL DISTRIBUTED, UNLESS OTHERWISE NOTED.
5. THE SUBGRADE SHALL BE SHAPED AND GRADED TO CONFORM TO THE TYPICAL SECTIONS, AS SHOWN ON THE PLANS, PRIOR TO TRATING THE EXISTING MATERIAL.
6. UNLESS APPROVED BY THE CITY ENGINEER, LIME OPERATIONS SHALL NOT BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS BELOW 40°F AND FALLING. LUMING MAY, WITH APPROVAL, BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS 35 °F/ AND RISING. LIME SHALL NOT BE PLACED WHEN WEATHER CONDITIONS, IN THE ENGINEER'S OPINION, ARE UNSUITABLE.
7. THE SUBGRADE MATERIAL AND SLURRY SHALL BE THOROUGHLY MIXED, BROUGHT TO THE PROPER MOISTURE CONTENT (± 2) AND LEFT TO CURE USUALLY 3 DAYS (72 HRS.) MINIMUM AS APPROVED BY THE CITY ENGINEER.
8. AFTER CURING, THE SUBGRADE SHALL BE REMIXED UNTIL PULVERIZATION REQUIREMENTS ARE MET, AS PER TXDOT. TEX-101-E, PART III.
- PERCENT MINIMUM PASSING 1-3/4" SIEVE-----100
- PERCENT MINIMUM PASSING 3/4" SIEVE-----85
- PERCENT MINIMUM PASSING No.4 SIEVE-----60
9. SIEVE TESTS SHALL BE CONDUCTED EVERY 150 LF ON ALTERNATING LANES OF TRAFFIC OR EVERY 300 LF ON SINGLE LANES AS REQUIRED, AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY OR CUL-DE-SAC.
10. THE MATERIAL SHALL BE AERATED OR MOISTENED TO + OR - 2% OPTIMUM PRIOR TO COMPACTION. COMPACTION TO A MINIMUM 95% DENSITY SHALL BEGIN IMMEDIATELY AFTER ALL PULVERIZATION AND MOISTURE REQUIREMENTS ARE MET, THROUGHOUT THIS ENTIRE OPERATION, THE SURFACE SHALL BE SMOOTH AND IN CONFORMITY WITH THE LINES AND GRADES ON THE PLANS.
11. WHEN THE SUBGRADE FAILS TO MEET DENSITY REQUIREMENTS OR SHOULD IT LOSE THE REQUIRED STABILITY, DENSITY OR FINISH, IT SHALL BE REWORKED IN ACCORDANCE WITH TXDOT SUBARTICLE 260.4(7) "REWORKING A SECTION", WHICH MAY REQUIRE AN ADDITIONAL 25% OF THE SPEC IFIED LIME AMOUNT.
12. THE TREATED SUBGRADE SHALL BE KEPT MOIST AND PREVENTED FROM DRYING, IN THE EVENT OF A ONE-HALF (1/2) INCH RAINFALL AND/OR IF THE MATERIAL BECOMES DRY AND IS NOT IN COMPLIANCE WITH THE $\pm 2\%$ OPTIMUM MOISTURE, DENSITY AND MOISTURE TESTS SHALL BE RETAKEN.
13. LIME DEPTH DETERMINATIONS WILL BE CONDUCTED AT EACH LOCATION OF DENSITY TESTING. LIME STABILIZED SUBGRADE SHALL BE A MINIMUM OF 6" AT 8" UNLESS OTHERWISE DIRECTED BY CITY ENGINEER. DENSITY TESTING SHALL BE DONE IMMEDIATELY PRIOR TO PLACEMENT OF REINFORCING STEEL AND SHALL BE COMPACTED TO A MINIMUM OF 95%. LIME DEPTH TESTS SHALL BE CONDUCTED AT EVERY 150 LF OF ROADWAY ON ALTERNATING LANES OR EVERY 300 LF OF SINGLE LANE. AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY AND/OR CUL-DE-SAC.
14. NO SUBGRADE SHALL BE COVERED WITH ANOTHER MATERIAL UNLESS APPROVED BY THE CITY OF ANGLETON AND LIME DEPTH TESTS HAVE BEEN COMPLETED.

CONCRETE/PAVING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND AUTHORIZATION REQUIRED BY CITY OF ANGLETON.
2. CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION AND WILL REPAIR OR REPLACE ANY DAMAGE AT CONTRACTOR'S EXPENSE.
3. PAVING CONTRACTOR SHALL PROTECT WATER, SEWER, AND DRAINAGE FACILITIES AND WILL REPLACE ANY DAMAGED FACILITIES AT HIS OWN EXPENSE. ALL MANHOLES AND VALVE WITHIN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BY THE PAVING CONTRACTOR WITH THE USE OF APPROVED BLOCKOUTS.
4. WHEN THE TOP OF CURB OR BOTTOM OF SIDEWALK IS AB ELEVATION VARIES FROM THE NATURAL GROUND, THE PAVING CONTRACTOR SHALL BACKFILL IN LAYERS NOT EXCEEDING 8-INCHES IN DEPTH. EACH LAYER WILL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY. THE DISTURBED AREA SHALL BE SEEDED, SODDED, FERTILIZED, AND/OR SILT BARRIER FENCED WITHIN 10 WORKING DAYS. THE TYPE OF POLLUTION CONTROL WILL BE DETERMINED BY THE APPROVED PLANS AND/OR THE CITY OF ANGLETON CITY ENGINEER.
5. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF ANGLETON DESIGN STANDARDS, APPROVED PLANS AND SPEC IFICATIONS WITH THE LATEST REVISIONS OR AMENDMENTS. IN THE EVENT OF A CONFLICT, THE CITY OF SUGAR LAND DESIGN STANDARDS GOVERNS.
6. PAVING CONTRACTOR SHALL PROVIDE AND MAINTAIN SILT PROTECTION FENCES ON ALL STAGE I CURB INLETS. THE PAVING CONTRACTOR SHALL MAINTAIN ANY OTHER POLLUTION CONTROLS ESTABLISHED, I.E., ADDITIONAL SILT BARRIERS, SANDBAGS, ETC., FOR THE DURATION OF THE PROJECT. ANY DAMAGED OR MISSING DEVICES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE CITY OF ANGLETON STANDARDS AT THE CONTRACTOR'S EXPENSE.
8. CONDITION OF THE WORK AREA (INCLUDING ROADS, RIGHT-OF-WAYS, ETC.) UPON COMPLETION OF THE JOB SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING THE WORK.
9. ALL DRIVEWAYS WILL BE LOCATED TO AVOID EXISTING CURB INLET STRUCTURES.
10. REDWOOD AND KEYSAILS SHALL NOT INTERSECT WITHIN 2 FEET OF AN INLET.
11. AT INITIAL AND FINAL INSPECTIONS, THE PAVEMENT WILL BE FLOODED TO CHECK FOR BIRDBATHS AND CRACKS. FLOODING OF STREETS SHALL OCCUR AT LEAST 1 HOUR PRIOR TO INSPECTION.
12. ALL CONCRETE PLACED SHALL BE UNIFORMLY SPRAYED WITH A MEMBRANE CURING COMPOUND AS DESCRIBED IN ITEM 526 IN THE TXDOT STANDARD SPEC IFICATIONS FOR CONSTRUCTION. IMPROPER APPLICATION WILL RESULT IN THE REJECTION OF THE CONCRETE.
13. CRACKS LARGER THAN 1/16-INCH ARE NOT ACCEPTABLE IN NEW PAVEMENT. CRACKS 1/16-INCH OR LESS SHALL BE ADDRESSED ON AN INDIVIDUAL BASIS BY DRILL AND EPOXY INJECTION, SUBJECT TO APPROVAL OR REJECTION.
14. PROPER TESTING AND LAB DOCUMENTATION IS REQUIRED. FAILURE TO MEET THE MINIMUM PAVEMENT REQUIREMENTS WILL RESULT IN THE REJECTION OF SAID PAVEMENT. IMMEDIATE REMOVAL AND REPLACEMENT OF SUBSTANDARD PAVEMENT SECTIONS WILL BE NECESSARY TO SATISFY THESE REQUIREMENTS.
15. 4-CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 100 CUBIC YARDS OF CONCRETE PAVING WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT. THE CITY OF ANGLETON RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL TESTS AT THE CONTRACTOR'S EXPENSE, IF ANY MATERIAL APPEARS BELOW STANDARDS.
16. COLD WEATHER PRECAUTIONS. CONCRETE PAVEMENT SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS 40°F/ AND FALLING. CONCRETE MAY BE PLACED IF THE AMBIENT TEMPERATURE IS 35 °F/ AND RISING. CONTRACTOR SHALL PROVIDE AN APPROVED COVERING MATERIAL (COTTON MATS, POLYETHYLENE SHEETING, ETC.) IN THE EVENT TEMPERATURE SHOULD FALL BELOW 32°F. NO SALT OR OTHER CHEMICALS SHALL BE ADDED TO CONCRETE TO PREVENT FREEZING.
17. HOT WEATHER. NO CONCRETE PAVEMENT MIXTURE SHALL BE PLACED IF THE MIXTURE TEMPERATURE IS ABOVE 95 °F/. AIR AND WATER REDUCER ARE REQUIRED IF MIXTURE TEMPERATURE REACHES 85 °F/ OR ABOVE.
18. IF NO AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 60 MINUTES PAST BATCH TIME. IF AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 90 MINUTES PAST BATCH TIME.
19. STRUCTURE TEMPERATURES AND TIMING FOR CONCRETE PLACEMENT MAY VARY. REFER TO TXDOT STANDARDS ITEM 420 FOR DETAILS.
20. TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY AND ALL INTERSECTION CURB RETURN POINTS. MAXIMUM SPACING SHALL BE 200' AND BE SEALED WITH SEALANT CONFORMING TO TXDOT ITEM 360 (& ITEM 438) AND TXDOT DMS-6310 , CLASS-2.
21. NO WIRE MESH IS ALLOWED IN ANY CONCRETE WITHIN THE CITY LIMITS OR ETJ.
22. ALL REBAR SHALL BE 100% TIED. OVERLAPS SHALL BE DOUBLE TIED MINIMUM. REINFORCED STEEL BE A MINIMUM 60% COVERAGE.
23. ALL NEW CURB REQUIRES 3,000 P.S.I. @ 28-DAYS. 4 CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 50 CUBIC YARDS OF CONCRETE CURB WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT.
24. A CITY INSPECTOR MUST BE PRESENT ON ALL PROOF ROLLS, LIME DEPTH CHECKS AND DENSITY TESTS AND MUST BE CONTACTED AT LEAST 24 HOURS PRIOR TO THE TEST.
25. CONCRETE MIX DESIGN MUST BE SENT TO THE CITY FOR APPROVAL A MINIMUM 72 HOURS BEFORE THE FIRST CONCRETE POUR.
26. FOR A REGULAR MIX, SLUMP SHALL BE A MAXIMUM OF 5" . FOR A MIX WITH A WATER REDUCER, SLUMP SHALL BE A MAXIMUM OF 4" .
27. VEHICLES OF ALL TYPES ARE PROHIBITED FROM DRNG ON NEW PAVEMENTS SEVEN (7) DAYS AFTER THE CONCRETE POUR AND UNTIL THE CONCRETE HAS REACHED A MINIMUM OF 3,000 PSI. PAVEMENT PROTECTION SUCH AS A DIRT LAYER OF AT LEAST 12" IS REQUIRED FOR TRACK EQUIPMENT AT PAVEMENT CROSSINGS.
28. IN LIEU OF MECHANICALLY CONTROLLED VIBRATORS CONTROLLED BY A SUP-FORM PAVING MACHINE, HAND MANIPULATED DEBRAYAL VIBRATORS SHALL BE USED FOR PROPER CONSOLIDATION OF CONCRETE IN ALL PAVEMENT AREAS (ALONG FORMS, AT JOINTS, ETC.)
29. ALL CONCRETE STREETS AND BRIDGE SURFACES SHALL HAVE A "BAKER BROOM" FINISH, WHILE ALL OTHER CONCRETE PLACEMENT SHALL HAVE A MEDIUM BROOM FINISH.
30. ALL PAVEMENT MARKINGS TO BE DONE IN CONFORMANCE WITH THE LATEST VERSION OF TMUTCD AND TXDOT STANDARD SPEC IFICATIONS AND ANY REVISIONS THERETO.
31. REFER TO GENERAL NOTES.

STABILIZED CRUSHED CONCRETE

1. TEST AND ANALYSIS OF AGGREGATE AND BINDER MATERIALS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1557 AND ASTM A518. CEMENT SHALL BE ASTM 150 TYPE I.
2. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TXDOT STANDARD SPEC IFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (1993) AND ITS LATEST REVISIONS AND CITY OF ANGLETON STANDARDS.
3. PRIME COAT SHALL BE M.C. 30 OR EPR-1 PRIME.
4. DESIGN MIX FOR MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 200 PSI IN 48 HRS. PROVIDE MINIMUM CEMENT CONTENT OF 5 SK PER TON OF MIX. CEMENT CONTENT MAY BE RAISED AT THE CONTRACTOR'S EXPENSE IF TESTS ON FIELD SAMPLES FALL BELOW 200 PSI.
5. THREE SAMPLES SHALL BE MOLDED EACH DAY FOR EACH 300 TONS OF PRODUCTION. COMPRESSIVE STRENGTH SHALL BE THE AVERAGE OF THREE TESTS FOR EACH PRODUCTION LOT. CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY MATERIAL BELOW MINIMUM REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY LINES, GRADES, AND COMPACTED SUBGRADING AS READY TO RECEIVE MATERIALS PRIOR TO ITS PLACEMENT.
7. CEMENT STABILIZED BASE MAY NOT BE PLACED IF AMBIENT TEMPERATURE IS 40°F AND FALLING. BASE MATERIAL MAY BE PLACED IF AMBIENT TEMPERATURE IS 35°F/ AND RISING.
8. MATERIAL MAY NOT BE PLACED IN LIFTS EXCEEDING 6 INCHES IN DEPTH. EACH LIFT SHALL HAVE DENSITIES TAKEN.
9. CEMENT STABILIZED BASE MAY NOT BE STORED FOR LONG PERIODS. DELIVERY OF MATERIAL AND UTILIZATION SHOULD BE TIMED ACCORDINGLY. MAXIMUM TIME ALLOWED 3 HRS. FROM BATCH TIME TO HAVING BEEN INSTALLED.
10. CEMENT STABILIZED BASE SHALL NOT BE INSTALLED IN WET OR SOFT AREAS.
11. COMPACT TO MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY. UNLESS OTHERWISE INDICATED ON DRAWINGS, MOISTURE SHALL BE BETWEEN + OR - 2% OPTIMUM AS DETERMINED BY ASTM 688.
12. AFTER COMPACTING FINAL COURSE, BLADE SURFACE TO FINAL GRADE. ANY IRREGULARITIES, WEAK SPOTS, AREAS OF EXCESSIVE WEAKNESS, OR SURFACE HAR LINE CRACKING SHALL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE.
13. A CERT IFIED LAB SHALL BE ON SITE AT ALL TIMES TO TEST AND PROPERLY DOCUMENT THE CONSTRUCTION METHODS AND QUALITY OF MATERIALS.
14. COMPACTION TESTING WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2922 AND ASTM D 3017 AT RANDOMLY SELECTED LOCATIONS AS DIRECTED BY CITY OF ANGLETON CONSTRUCTION INSPECTOR.
15. A MINIMUM OF ONE CORE SHALL BE TAKEN AT RANDOM LOCATIONS PER 300 LF PER LANE OF ROADWAY OR ONE PER 250 SQ. YD., WHICHEVER MAY APPLY, AND SHALL BE STAGGERED RELATIVE TO TESTING SITES IN ADJUTING TRAFFIC LANES.
16. CURE FOR A MINIMUM OF 7 DAYS BEFORE ADJOINING ASPHALT PAVEMENT COURSES.
17. COVER SURFACE WITH CUTBACK ASPHALT AT THE FOLLOWING RATES: MC-30-0.1 GAL PER SQ. YD. OR EPR-1 PRIME-0.15 GAL PER SQ. YD. DO NOT USE CUTBACK ASPHALT APRIL 16 TO SEPTEMBER 15. PROTECT THE MEMBRANE BY ALLOWING MEMBRANE TO FULLY CURE PRIOR TO PERMITTING TRAFFIC TO DRIVE ON IT.
18. UNSTABILIZED CRUSHED CONCRETE MAY NOT BE USED ON PN PUBLIC STREETS, ROADS, OR RIGHTS-OF-WAY.
19. STABILIZED LIMESTONE BASE MAY BE SUBSTITUTED FOR STABILIZED CRUSHED CONCRETE IF SUBMITTED AND APPROVED BY THE CITY ENGINEER.

STORM SEWER NOTES

1. STORM SEWERS SHALL BE DESIGNED AND CONSTRUCTED WITH CITY OF ANGLETON'S STANDARD CONSTRUCTION SPEC IFICATIONS AND IN ACCORDANCE WITH CITY OF ANGLETON STANDARD DETAILS SHEET AND LATEST REVISIONS.
2. ALL PIPE STORM SEWERS SHALL BE INSTALLED, BEDDED, AND BACKFILLED IN ACCORDANCE WITH CITY OF ANGLETON STANDARD DETAIL DRAWINGS.
3. ALL CEMENT STABILIZED SAND (C.S.S.) SHALL BE 1-1/2 SK PER CUBIC YD. AND MEET MINIMUM C.S.S. STANDARDS COMPACTED TO 95%.
4. ALL STORM SEWERS UNDER AND WITHIN TWO (2) FOOT OF PROPOSED OR FUTURE PAVEMENTS SHALL BE BACKFILLED AND COMPACTED WITH 1-1/2 SK C.S.S. TO BOTTOM OF SUBGRADE.
5. ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8" BRICK WALLS WITH FULL MORTAR HEAD AND BED JOINTS AND GROUTED WITH A MINIMUM OF 1/2-INCH NON-SHRINK GROUT INSIDE AND OUTSIDE, UNLESS OTHERWISE NOTED.
6. AVOID TO MAXIMUM EXTENT, MANHOLES IN HANDICAP RAMPS.
7. ALL STORM SEWER MANHOLES SHALL BE OF ANGLETON TYPE "C" UNLESS OTHERWISE NOTED AND SHALL BE LOCATED A MINIMUM OF THREE (3) FEET BACK OF CURB. IF CONFLICT EXISTS, RACK OVER MANHOLE TO MISS PROPOSED CURB.
8. RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITY CONTRACTOR SHALL ADJUST RIM ELEVATIONS TO 0.4 FEET ABOVE THE FINISH GRADE AT EACH LOCATION AFTER CONTRACTOR HAS COMPLETED FINAL GRADING. SLOPED FILL SHALL BE ADDED FOR STORM WATER DRAINAGE AWAY FROM RIM.
9. RIM ELEVATIONS SHALL BE PROPERLY ADJUSTED TO GRADE IN PAVEMENT AND SIDEWALKS. APPROVED BLOCKOUTS SHALL BE USED IN PAVEMENT.
10. ALL STORM SEWER MANHOLE COVERS MUST INCLUDE "STORM SEWER" AND "DUMP NO WASTE", "DRAINS TO WATERWAYS" WITH CITY OF ANGLETON EMBLEM AS DEPICTED IN THE DETAIL SHEETS.
11. MINIMUM STORM SEWER SIZE SHALL BE 24-INCH DIAMETER. ALL STORM SEWER PIPES 24" AND LARGER ARE TO BE REINFORCED CONCRETE PIPE ASTM C-76 CLASS III, INCLUDING INLET LEADS CROSSING UNDER EXISTING OR PROPOSED PAVEMENTS. ALL INLET LEADS SHALL BE 24" R.C.P. OR LARGER. ALL STORM SEWER PIPE SHALL BE RUBBER CASKETING. ALL CMP PIPE SHALL BE IN ACCORDANCE WITH C.O.S.L. APPROVED PRODUCT USE AND STANDARD DETAILS.
12. CONTRACTOR SHALL VERIFY NATURAL GROUND SHOTS PRIOR TO MANHOLE CONSTRUCTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS AND ANY SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.
14. CONTRACTOR TO PROVIDE A MINIMUM OF 6-INCHES CLEARANCE AT UTILITY CROSSINGS AND A MINIMUM OF TWELVE (12) INCHES AT SANITARY SEWER CROSSING.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ANY BACKSLOPE DRAINAGE SYSTEM DISTURBED AS A RESULT OF HIS WORK.
16. ALL DITCHES SHALL BE RESTORED TO PROPOSED ELEVATIONS TO INSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE COMPACTED AND ALL DISTURBED AREAS SHALL BE RESEDED OR RESEDDOD WITHIN 10 WORKING DAYS OF EACH OCCURRENCE [NO SEPARATE PAY].
17. THE UTILITY CONTRACTOR SHALL ROUGH CUT ALL ROADSIDE SWALES IN PROPER ALIGNMENT AND SLOPE TO WITHIN 0.2 FT. OF FINISH GRADE. THE PAVING CONTRACTOR, UPON COMPLETION OF PAVING, SHALL COMPLETE FINAL GRADING ALIGNMENT OF SWALES AND RESTORE ALL AREAS WITHIN RIGHT-OF-WAY FOR SEEDING OR SODDING AND FERTILIZATION.
18. ALL STORM SEWERS MUST BE CLEAN/FREE OF DIRT AND DEBRIS AT THE TIME OF INITIAL AND FINAL ACCEPTANCE.
19. REFER TO GENERAL NOTES AND C.S.S. NOTES.

WATER DISTRIBUTION NOTES

1. WATER MAINS, WATER SERVICE LINES, AND ASSOCIATED APPURTENANCES SHALL BE DESIGNED AND CONSTRUCTED AS PER REQUIREMENTS OF THE CITY OF ANGLETON DESIGN STANDARDS AND CORRESPONDING STANDARD CONSTRUCTION DETAILS SHEETS AND AS PER THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY. SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND/OR INFORMATION INCLUDED IN PROJECT SPEC IFICATIONS, CITY OF ANGLETON DESIGN STANDARDS SHALL GOVERN.
2. ALL MATERIALS AND PRODUCTS USED IN THE CONSTRUCTION OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL COMPLY WITH THE CITY OF SUGAR LAND DESIGN STANDARDS AND THE CURRENT APPROVED PRODUCTS LIST AS MAINTAINED BY THE CITY'S ENGINEERING DEPARTMENT.
3. ALL GATE VALVES INSTALLED BELOW GRADE SHALL BE OF NON-RISING STEM DESIGN.
4. ALL FIRE HYDRANTS SHALL BE PAINTED AND/OR REPAINTED WITH GEO-GLEN 3001 BRIGHT SILVER POLYURETHANE ENAMEL IN CITY OF ANGLETON COLORS.
5. MINIMUM SEPARATION DISTANCES AS REQUIRED BY TCEQ SECTION 317.13.290 , APPENDIX E MUST BE MAINTAINED BETWEEN POTABLE WATER LINES AND SANITARY SEWERS, FORCE MAINS, LIFT STATIONS, AND WASTEWATER TREATMENT PLANTS. INSTALLATION OF FIRE HYDRANTS WITHIN 9' (FT) OF A SANITARY SEWER SYSTEM IS PROHIBITED. REFER TO C.O.S.L. STANDARDS FOR CONSTRUCTION REQUIREMENTS OF OTHER INSTALLATIONS WHERE DISTANCES ARE GREATER THAN 9' (NINE) FT. CANNOT BE MAINTAINED.
6. EACH WATER SERVICE LEAD STUB SHALL BE MARKED WITH A PRESSURE TREATED 4 X 4 TIMBER OR PVC PIPE AT THE TIME OF CONSTRUCTION, BEGINNING AT THE INVERT ELEVATION OF THE STUB AND EXTENDING TWO FEET ABOVE FINISHED GRADE. EACH TIMBER MARKER SHALL BE PAINTED BLUE AND LABELED "POTABLE WATER" WITH PIPE SIZE NOTED.
7. TESTING OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C500-94.
8. DISINFECTION OF WATER MAINS, WATER SERVICE LINES, AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C651 AND TCEQ. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER LINES UNTIL NEWLY CONSTRUCTED WATER LINES HAVE BEEN THOROUGHLY DISINFECTED, TESTED, FLUSHED, AND SAMPLED AND CONNECTION HAS BEEN AUTHORIZED BY THE CITY ENGINEER.
9. ALL WATER PIPING AND BEDDING SHALL BE INSPECTED BY THE CITY INSPECTOR FOR CONFORMANCE TO DESIGN STANDARDS PRIOR TO BACKFILLING OF PIPING IN TRENCH. CONTRACTOR SHALL NOT COVER PIPING UNTIL SUCH TIME AS INSPECTOR HAS NOT IFED CONTRACTOR THAT RESULTS OF PIPING INSPECTION ARE SATISFACTORY AND THAT BACKFILLING MAY BE ACCOMPLISHED. ANY PIPING INSTALLED AND/OR BACKFILLED WITHOUT INSPECTOR'S SPEC IFIC APPROVAL SHALL BE UNCOVERED AT INSPECTOR'S DIRECTION AND INSPECTED ACCORDINGLY. 24-HOUR NOTICE REQUIRED.
10. ALL MECHANICALLY RESTRAINED FITTINGS MUST BE MEAGALG RESTRAINED JOINTS OR APPROVED EQUAL.
11. THE CITY OF ANGLETON MUST HAVE A COPY OF THE BACTERIOLOGICAL TEST RESULTS AT LEAST 24 HOURS PRIOR TO THE INITIAL INSPECTION. IF NOT, THEN THE INSPECTION WILL BE RESCHEDULED.

AT&T NOTES

THE LOCATION OF AT&T TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO PRESERVE THESE UNDERGROUND UTILITIES.

UNDERGROUND TELEPHONE AND TELEVISION CABLE EXISTS THROUGHOUT THE PREPOSED PROJECT AREA. CONTRACTOR TO CONTACT T&S-TEST AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION FOR LOCATION AND MARKING OF UNDERGROUND CABLE.

CONTACT AT&T TELEPHONE COMPANY AT 1-800-843-4345 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

RELIANT CENTERPOINT NOTES

TO STAKE OUR UNDERGROUND FACILITIES, PLEASE CALL UCC (713) 233-4567, OR TOLL FREE 1-800-669-8344 AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL H.L.B.P. AT (713) 228-7400.

TEXAS NEW MEXICO POWER NOTES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO POWER AT (979) 829-5776.

CENTERPOINT ENERGY/ENTEX NOTES

LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) AS SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE NOT USUALLY SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE HSOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (979) 849-4364 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

*WHEN CENTERPOINT ENERGY PIPELINE MARKINGS ARE NOT VISIBLE, CALL (800) 752-8036 OR (713) 659-2111 (7:00 AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.

*WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.

WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.

*FOR EMERGENCIES REGARDING GAS LINES, CALL (800) 659-2111 OR (713) 659-2111.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

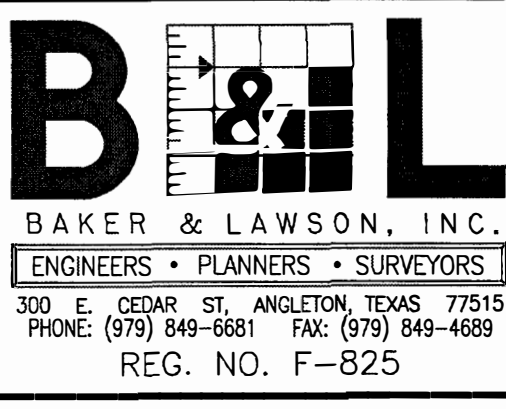
ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY

NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION (713) 207-5769.

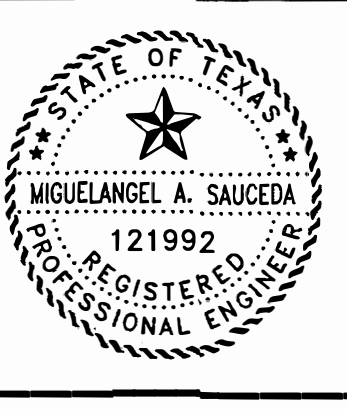
WARNING: OVERHEAD ELECTRICAL FACILITIES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BENNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

				DESIGNED	MS
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				CHECKED	
NO.	DATE	DESCRIPTION	APPROVED		
REVISIONS					
				DATE	



BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E CEDAR ST, ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825



The seal appearing on this document was authorized by
Miguel Saucedo
P.E. 121992
Date: 12/2/19

OWNER:

GAMBIT ENERGY STORAGE, LLC

1237 9TH AVENUE

SAN FRANCISCO, CA 94122

PLAN: _____

PROFILE: _____

HORIZONTAL: _____

VERTICAL: _____

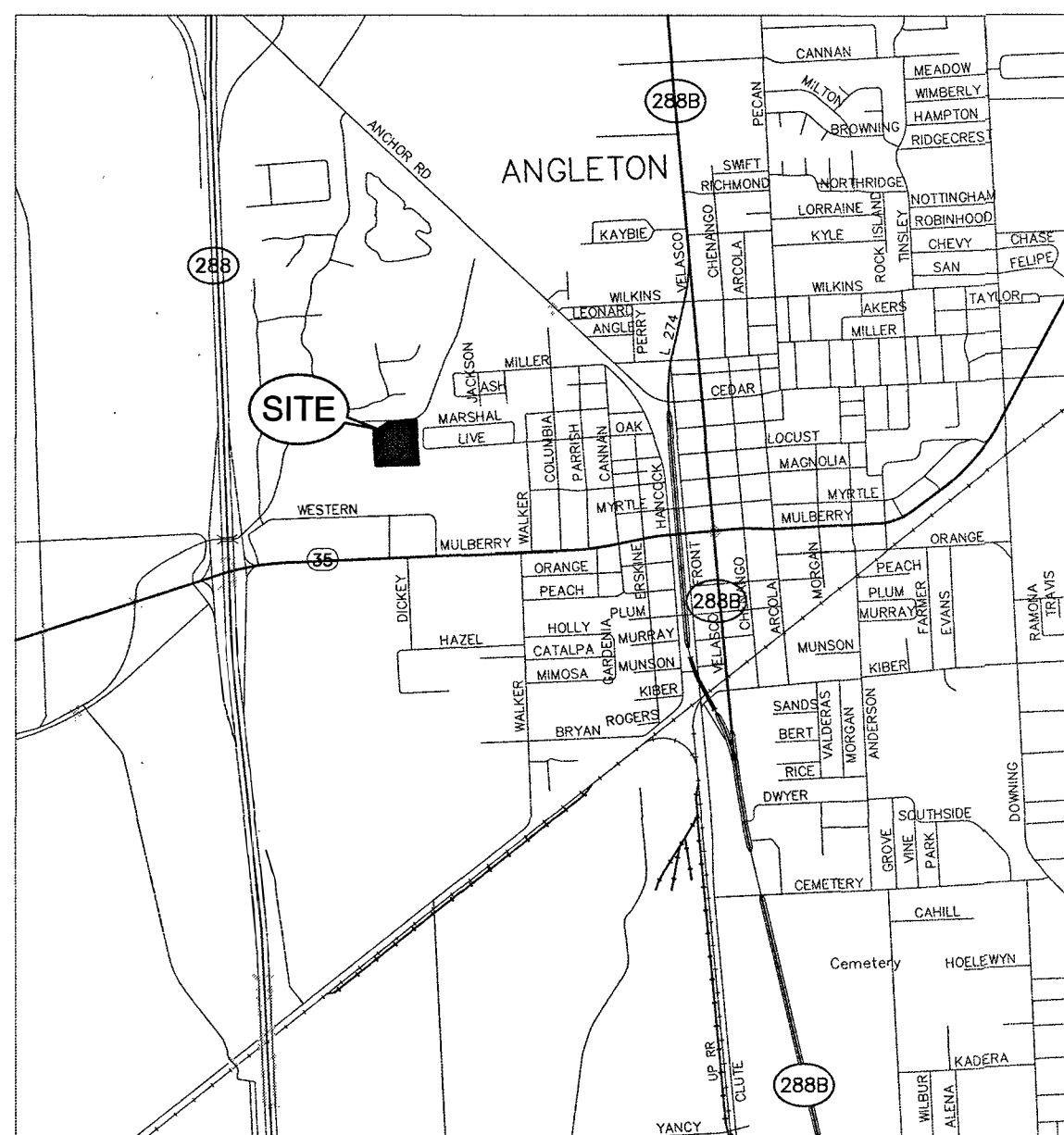
GAMBIT ENERGY STORAGE

ANGLETON, TX 77515

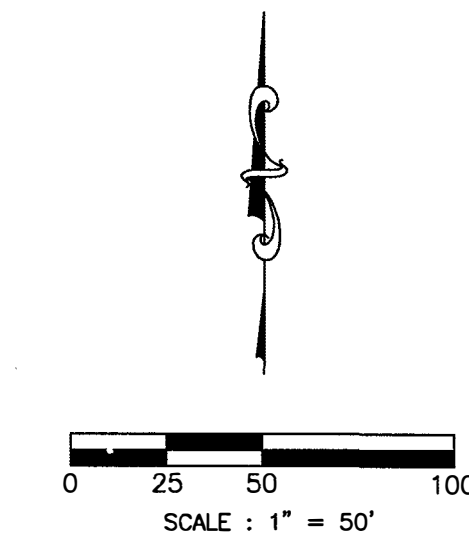
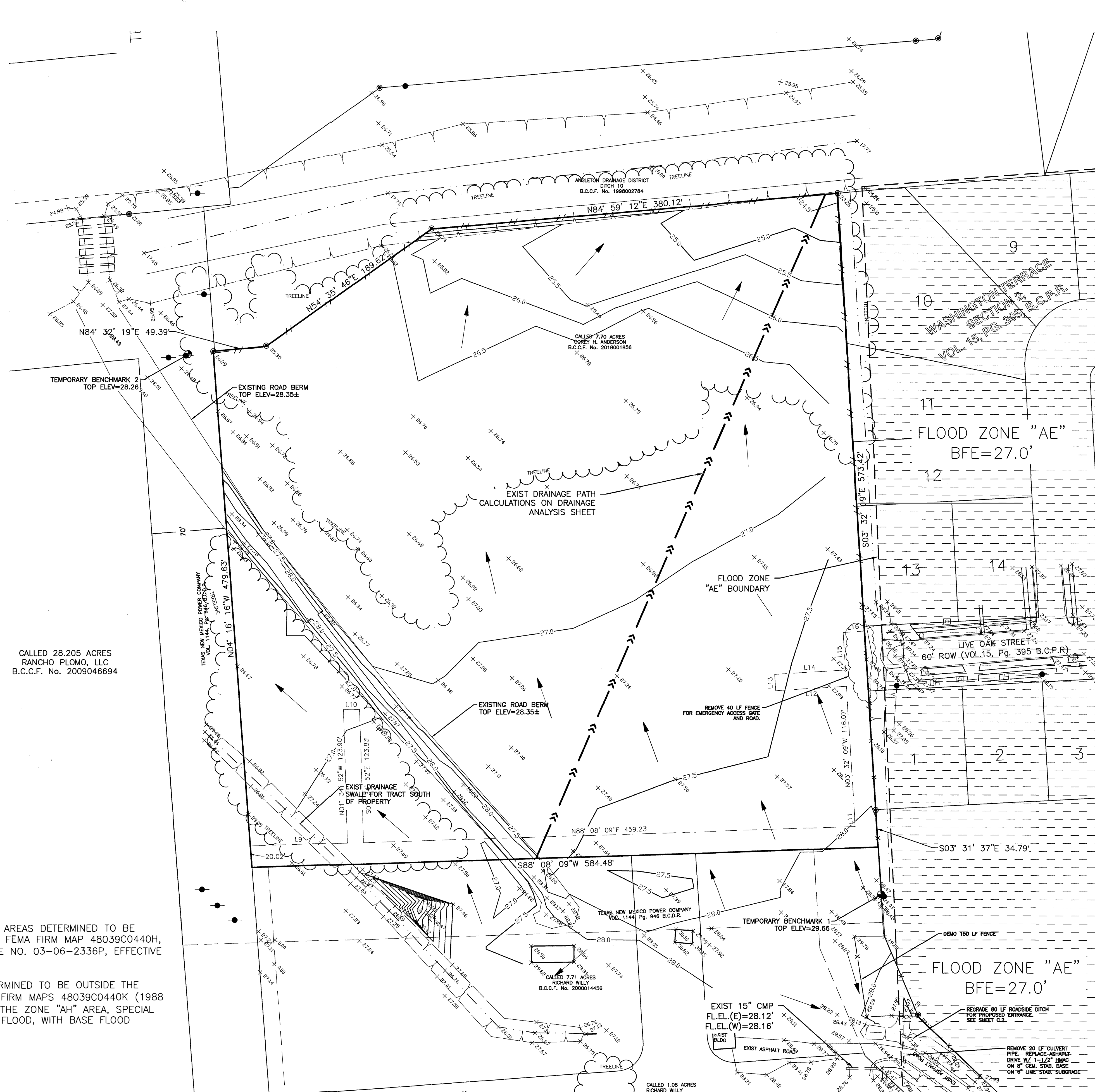
CONSTRUCTION NOTES

PROJECT NO. 13552

C.1



VICINITY MAP
APPROX SCALE: 1" = 0.5 MI



LEGEND

- = FND IMPLEMENT AS NOTED
- = SET 5/8" IRON ROD
- = BENCHMARK
- ⊕ = WATER VALVE
- ⊕ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊕ = GUY WIRE
- = POWER POLE
- = EXIST TREE LINE
- = EXIST OVERLAND FLOW
- = SURFACE ELEVATION

— = FLOOD ZONE "AE" BFE=27.0'

Line Table		
Line No.	Length	Direction
L9	90.50'	N88°08'09"E
L10	15.00'	N88°25'08"E
L11	14.20'	N03°31'37"W
L12	66.24'	S86°25'54"W
L13	15.00'	N03°34'06"W
L14	66.25'	N86°25'54"E
L15	34.65'	N03°32'09"W
L16	19.82'	N85°39'25"E

FLOOD ZONE STATEMENT:

THE PROPERTY LIES FULLY WITHIN THE ZONE "X" AREA (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FIRM MAP 48039C0440H, EFFECTIVE DATE OF JUNE 05, 1989 (1929 DATUM), REVISED BY CASE NO. 03-06-2336P, EFFECTIVE DATE OF OCTOBER 6, 2004.

THE PROPERTY LIES FULLY WITHIN THE ZONE "X" AREA, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO PROPOSED FEMA FIRM MAPS 48039C0440K (1988 DATUM). THE NEIGHBORING PROPERTY TO THE EAST IS LOCATED IN THE ZONE "AH" AREA, SPECIAL FLOOD AREAS SUBJECT OF INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, WITH BASE FLOOD ELEVATION DETERMINED AT 27 FT MSL (1988 DATUM).

ELEVATIONS ARE BASED ON HERITAGE OAKS BM #1 NGVD1973

BM #1: CUT SQUARE ON TOP OF CURB AT NE CORNER OF BRIDGE, NORTHBOUND LANE, SH 288 FREEWAY AT ANGLETON DRAINAGE DISTRICT DITCH 10. ELEV. = 29.96.

SITE BENCHMARK

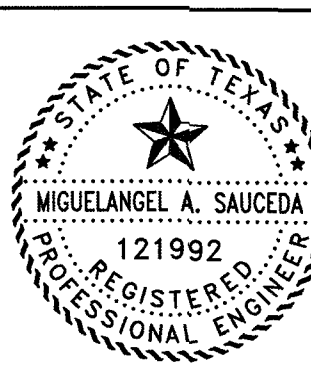
TBM 1: A 60D NAIL SET IN THE WEST FACE OF A POWER POLE NEAR THE SOUTHEAST CORNER OF SITE. ELEVATION = 29.66 FEET, NGVD1973

TBM 2: A 60D NAIL IN THE SOUTH FACE OF A POWER POLE IN THE NORTHWEST CORNER OF THE SITE. ELEVATION = 28.26 NGVD1973

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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CHECKED	
DATE	

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REG. NO. F-825



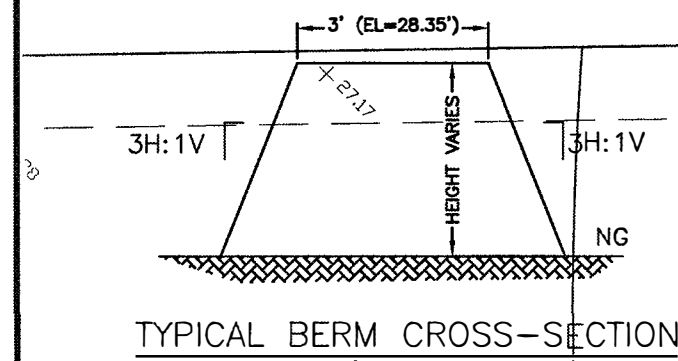
The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992
Date: 12/2/19

OWNER:
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SAN FRANCISCO, CA 94122

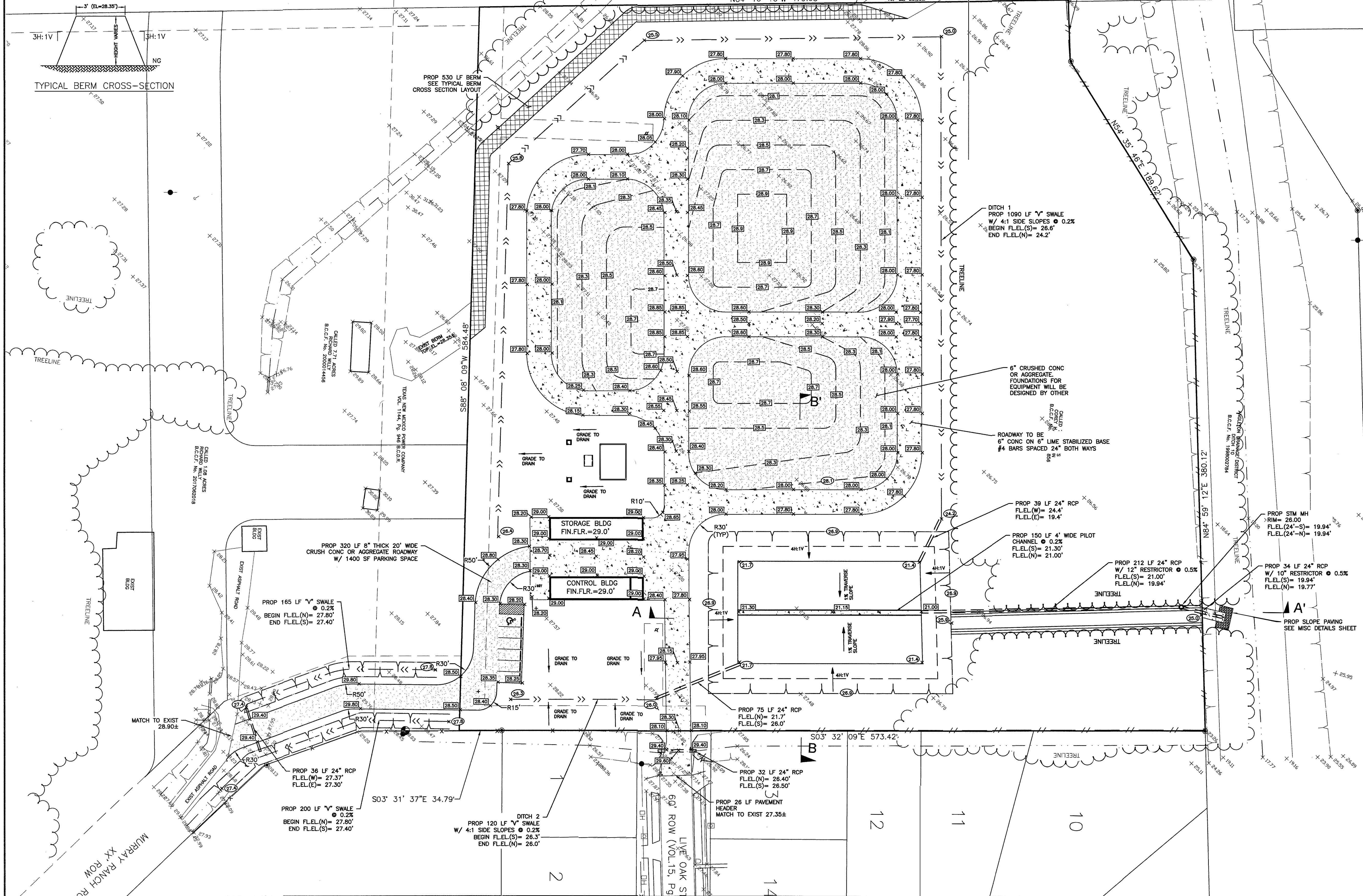
PLAN: 1" = 50'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

EXIST CONDITIONS



SCALE: 1" = 30'



LEGEND

- = FND IMPLEMENT AS NOTED
- = SET 5/8" IRON ROD
- = BENCHMARK
- ⊕ = WATER VALVE
- ⊕ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊕ = GUY WIRE
- = POWER POLE
- = EXIST TREE LINE
- = EXIST OVERLAND FLOW
- = SURFACE ELEVATION
- = PROP CRUSH CONC OR AGG
- = PROP CONC
- 27.80 = PROP PAVEMENT ELEV
- 28.4 = PROP NG ELEV

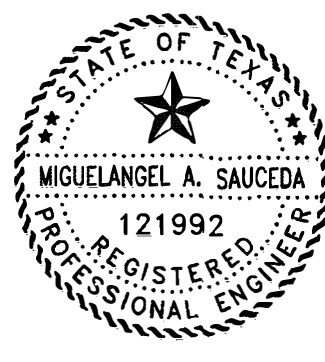
CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGES ON MURRAY RANCH ROAD (1300 LF; 12' WIDE) DURING CONSTRUCTION. CONTRACTOR WILL BE REQUIRED TO REPAIR ASPHALT AND REMOVE ROADSIDE RUTS AFTER CONSTRUCTION.

NO.	DATE	DESCRIPTION	APPROVED

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DATE

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300 E CEDAR ST. ANGLETON, TEXAS 77515
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Date: 12/2/19

OWNER:
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1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: 1" = 40'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

LOT GRADING PLAN

PROJECT NO. 13552

C.3

5

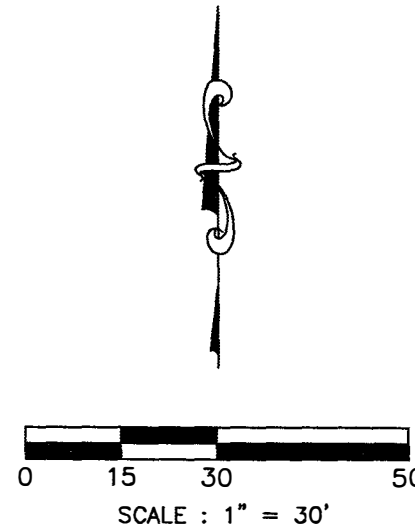
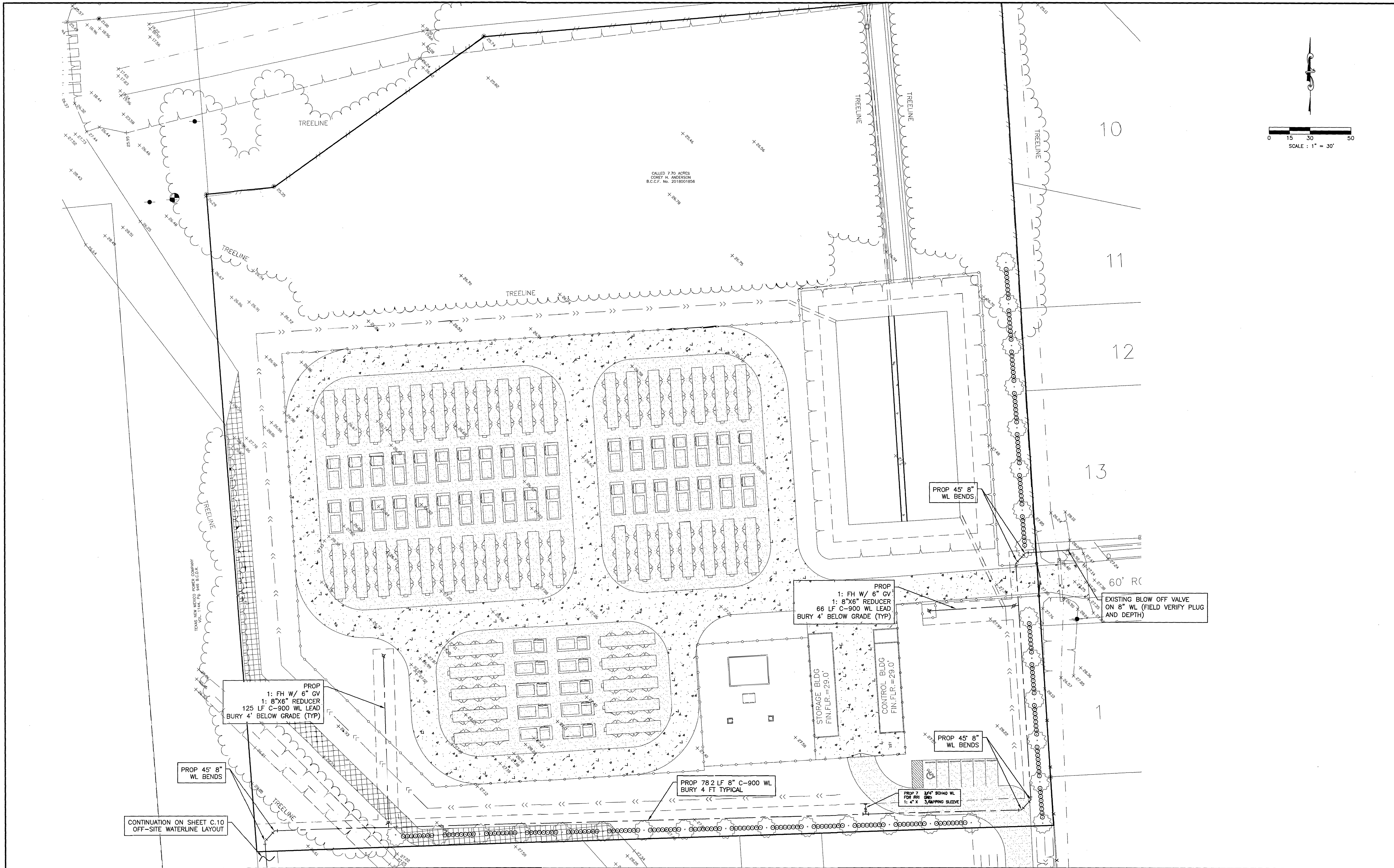


⑥

③

④

C.5

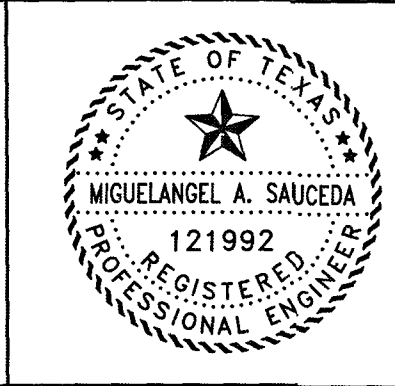


NO.	DATE	DESCRIPTION	APPROVED

REVISIONS

DESIGNED	MS
DRAWN	MS
CHECKED	
DATE	

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PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO.



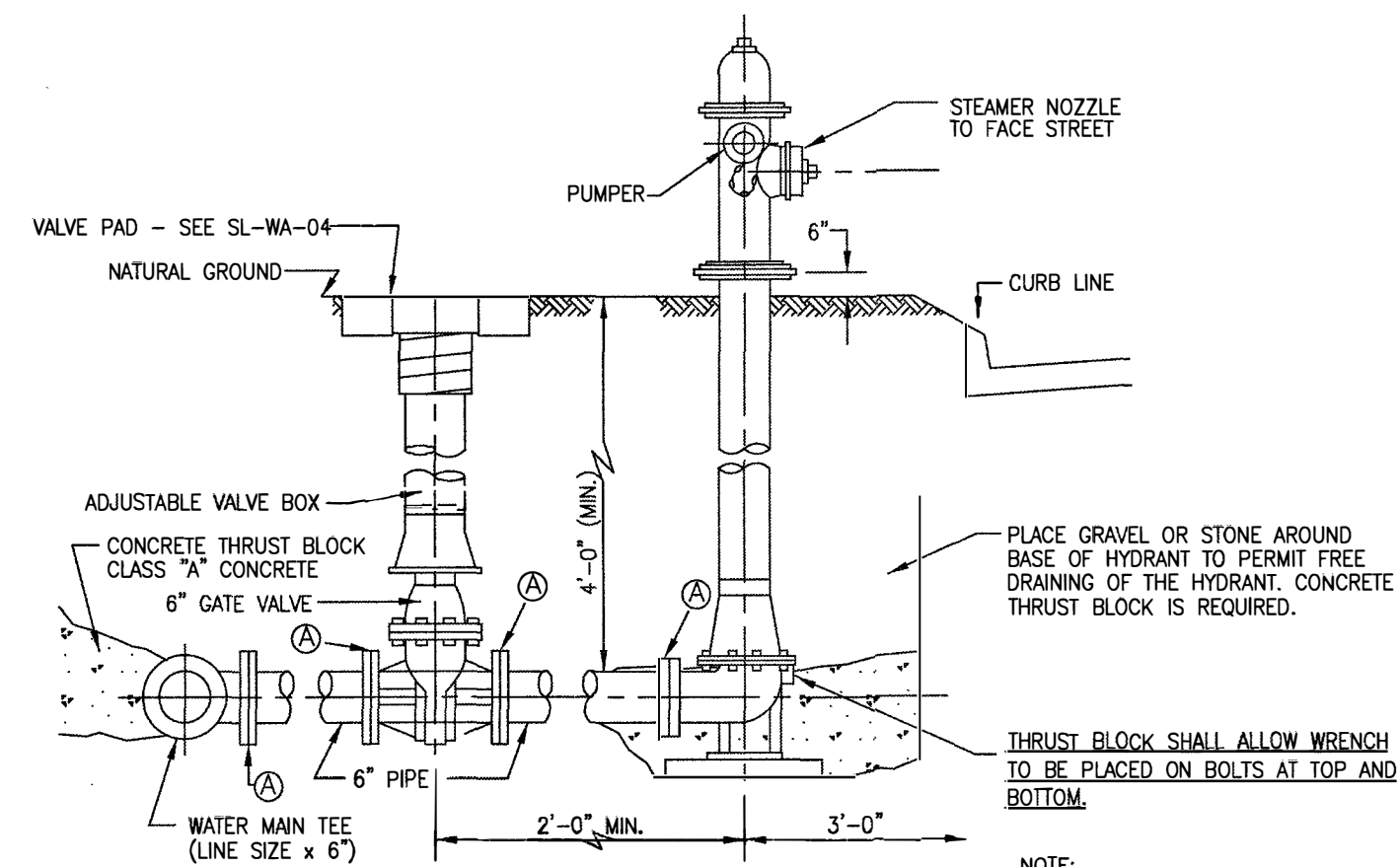
The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992
Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE, LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: 1" = 30'
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

SITE WATERLINE LAYOUT
PROJECT NO. 13552
C.6



FLUSHING VALVE COLOR CODE

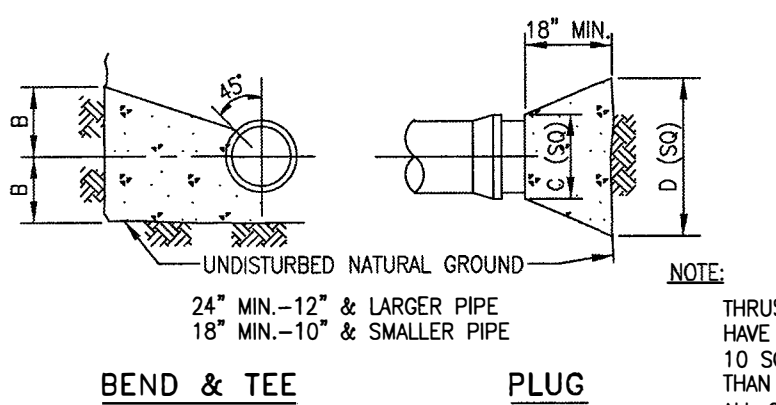
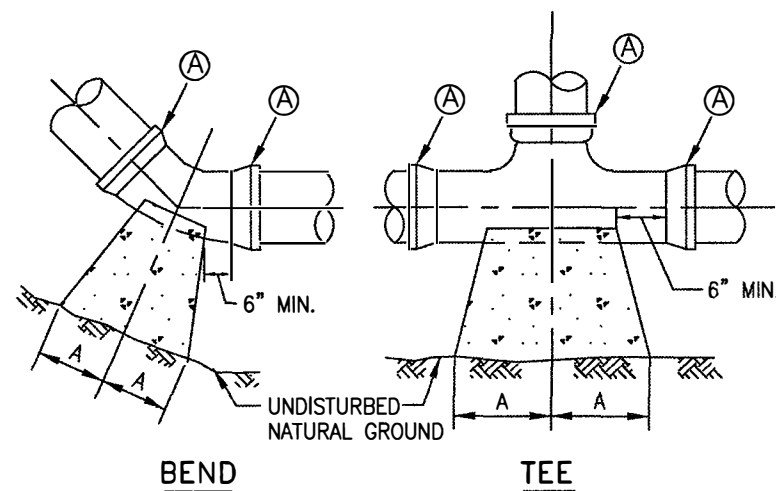
MAIN LINE DIAMETER	BONNET, PUMPER CAP AND STEAMER CAP
6 INCHES (AND LESS)	YELLOW
8 INCHES	WHITE
12 TO 16 INCHES	GREEN
GREATER THAN 16 INCHES	ORANGE

ALL FLUSHING VALVES TO BE SAND BLASTED AND PAINTED AS PER CITY OF ANGLETON DESIGN STANDARDS.

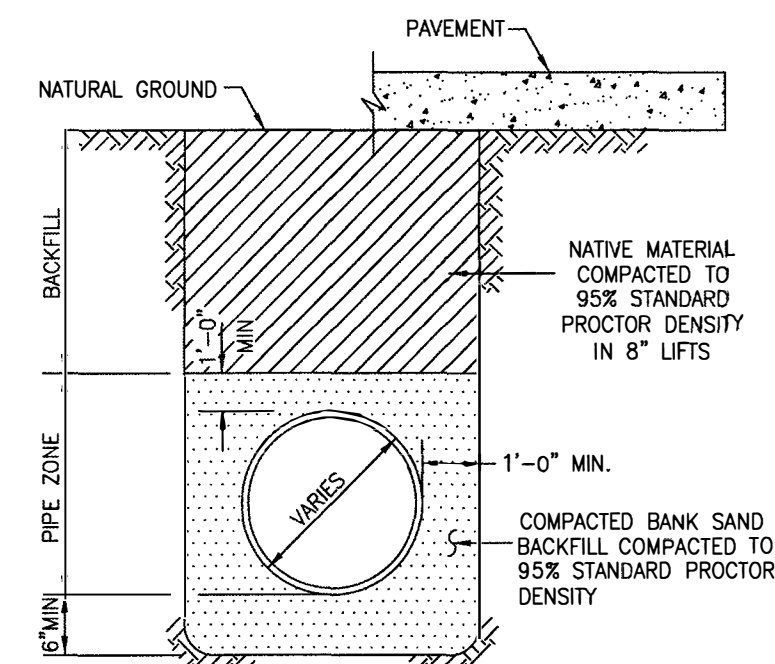
NOTE: ALL FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 W/ STORZ INTEGRAL CONNECTOR STEAMER NOZZLE SIZE 5-1/4" TWO PUMPER 2-1/2" N.S.I.

FIRE HYDRANT BODY TO BE PAINTED GEO-GLEN 301 BRIGHT SILVER ALUMINUM POLYURETHANE ENAMEL, BY GEO-GLEN ENTERPRISES OR APPROVED EQUAL.

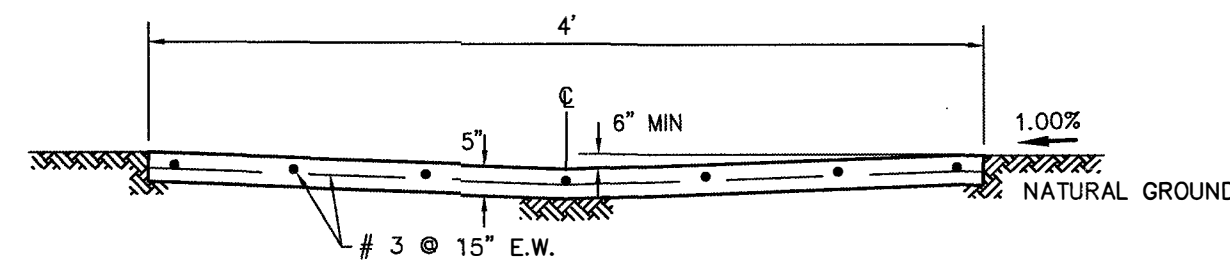
TYPICAL GATE & FIRE HYDRANT INSTALLATION SL-WA-01
N.T.S.



THRUST BLOCK DETAIL N.T.S.

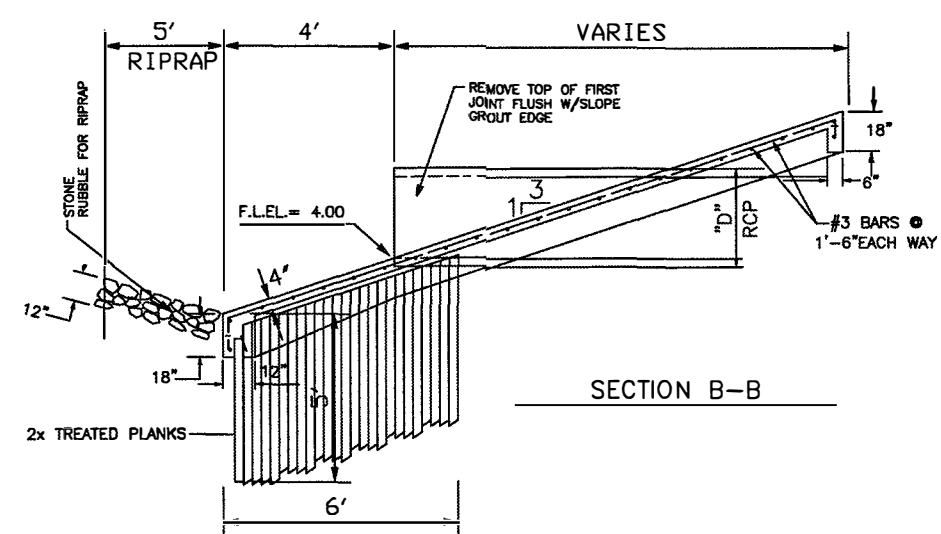


SANITARY FORCE MAIN & WATER LINE BEDDING AND BACKFILL

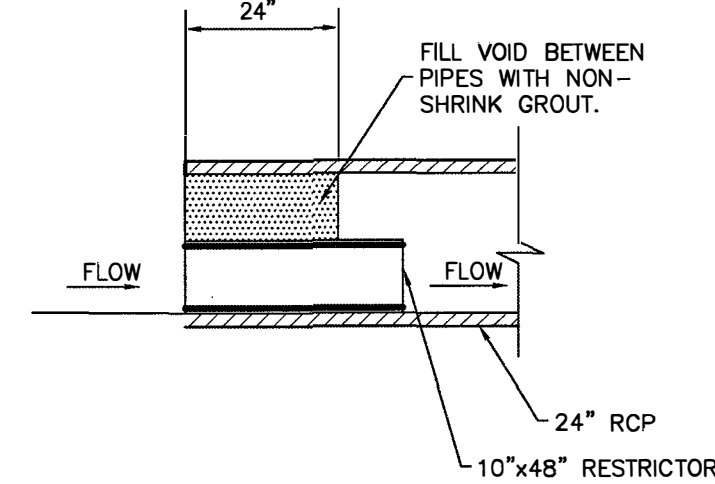


- NOTES:**
- 1" DEPRESSION FOR EACH 1' OF WIDTH.
 - WIDTH TO BE AT LEAST 1" WIDER THAN PIPE ENTERING POND.

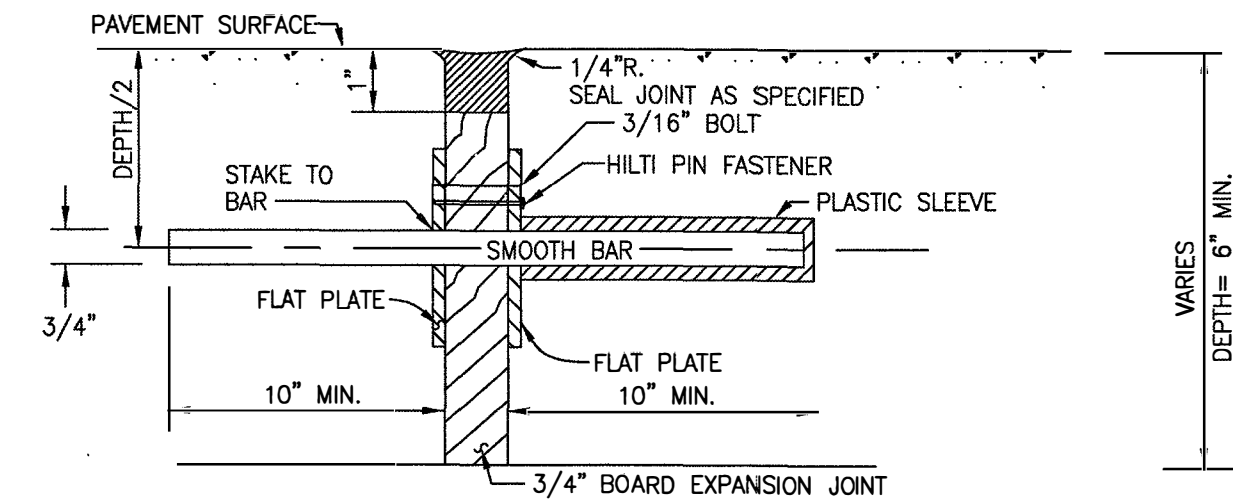
DETAIL 4' CONCRETE PILOT CHANNEL N.T.S.



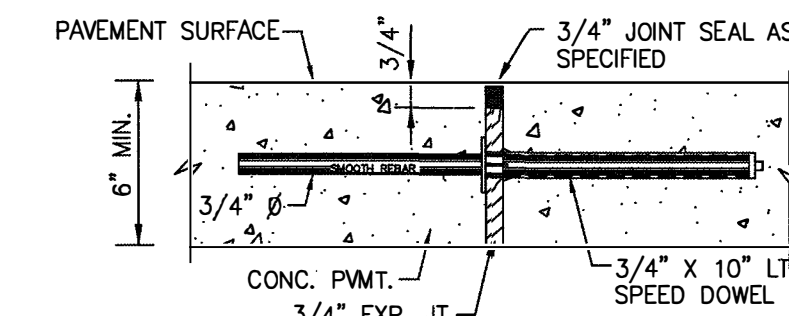
DETAIL SLOPE PAVING DETAIL SEE SHEET 4 (DETENTION POND) FOR OUTFALL PIPE LOCATIONS.



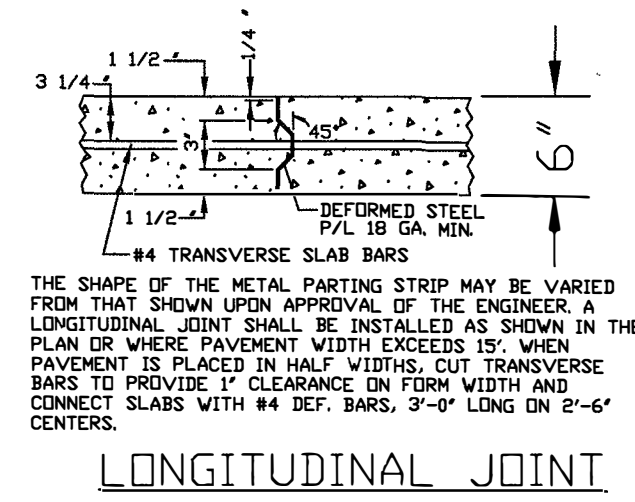
DETAIL STORM 10" RESTRICTOR N.T.S.



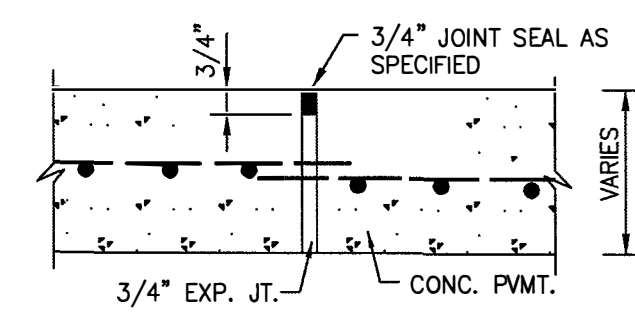
DOWEL TYPE EXPANSION JOINT N.T.S.



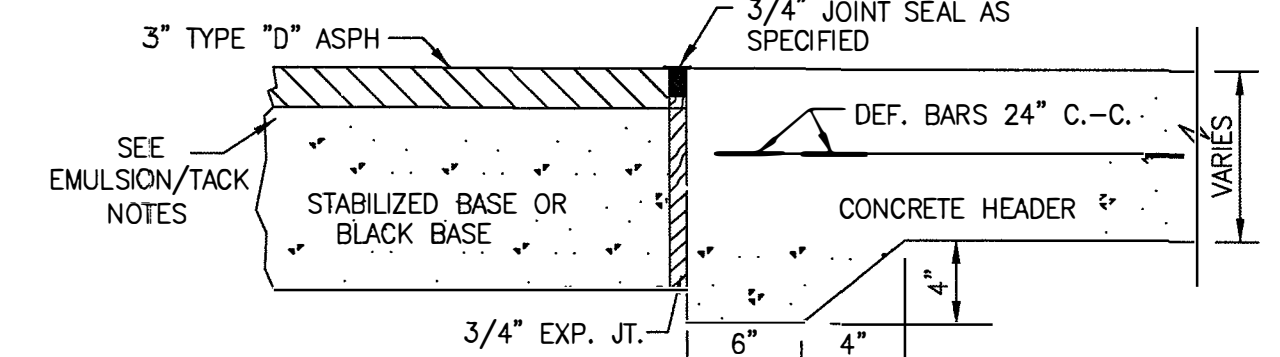
SPEED DOWEL EXPANSION JOINT N.T.S.



LONGITUDINAL JOINT N.T.S.

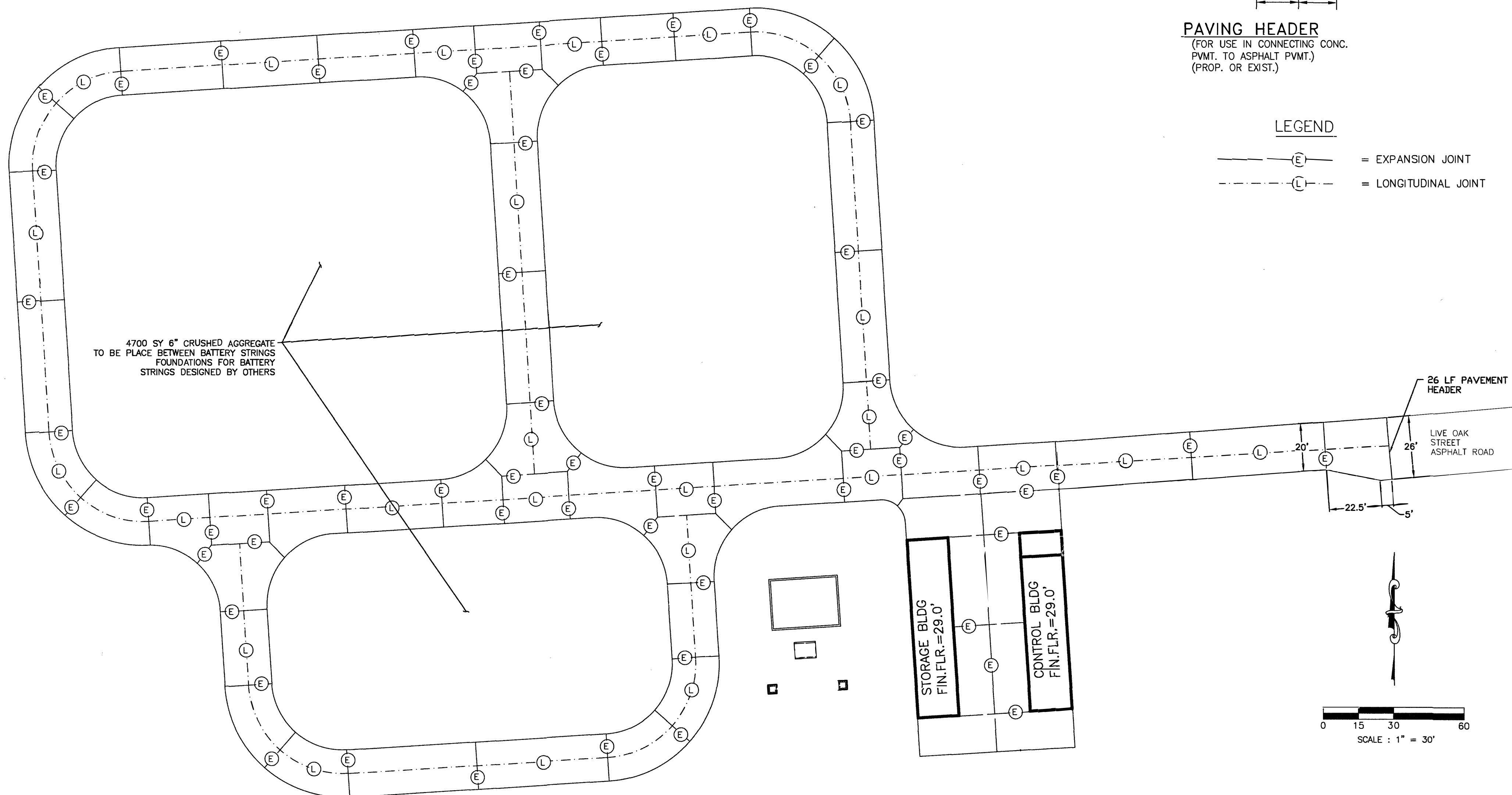


CONSTRUCTION JOINT SEAL N.T.S.



PAVING HEADER (FOR USE IN CONNECTING CONG. PWMT. TO ASPHALT PWMT.) (PROP. OR EXIST.)

- LEGEND**
- E — = EXPANSION JOINT
 - L — = LONGITUDINAL JOINT

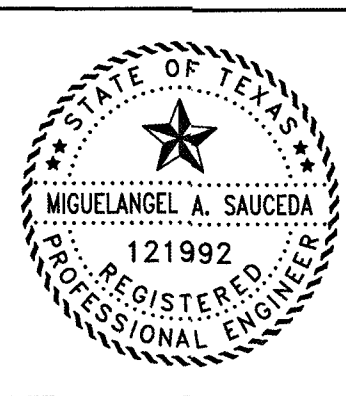


SCALE: 1" = 30'

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED	MS
DRAWN	MS
CHECKED	
DATE	

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 849-6881 FAX: (979) 849-6889
REG. NO. F-825



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992
Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE, LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: 1" = 30'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

MISCELLANEOUS DETAILS

PROJECT NO. 13552

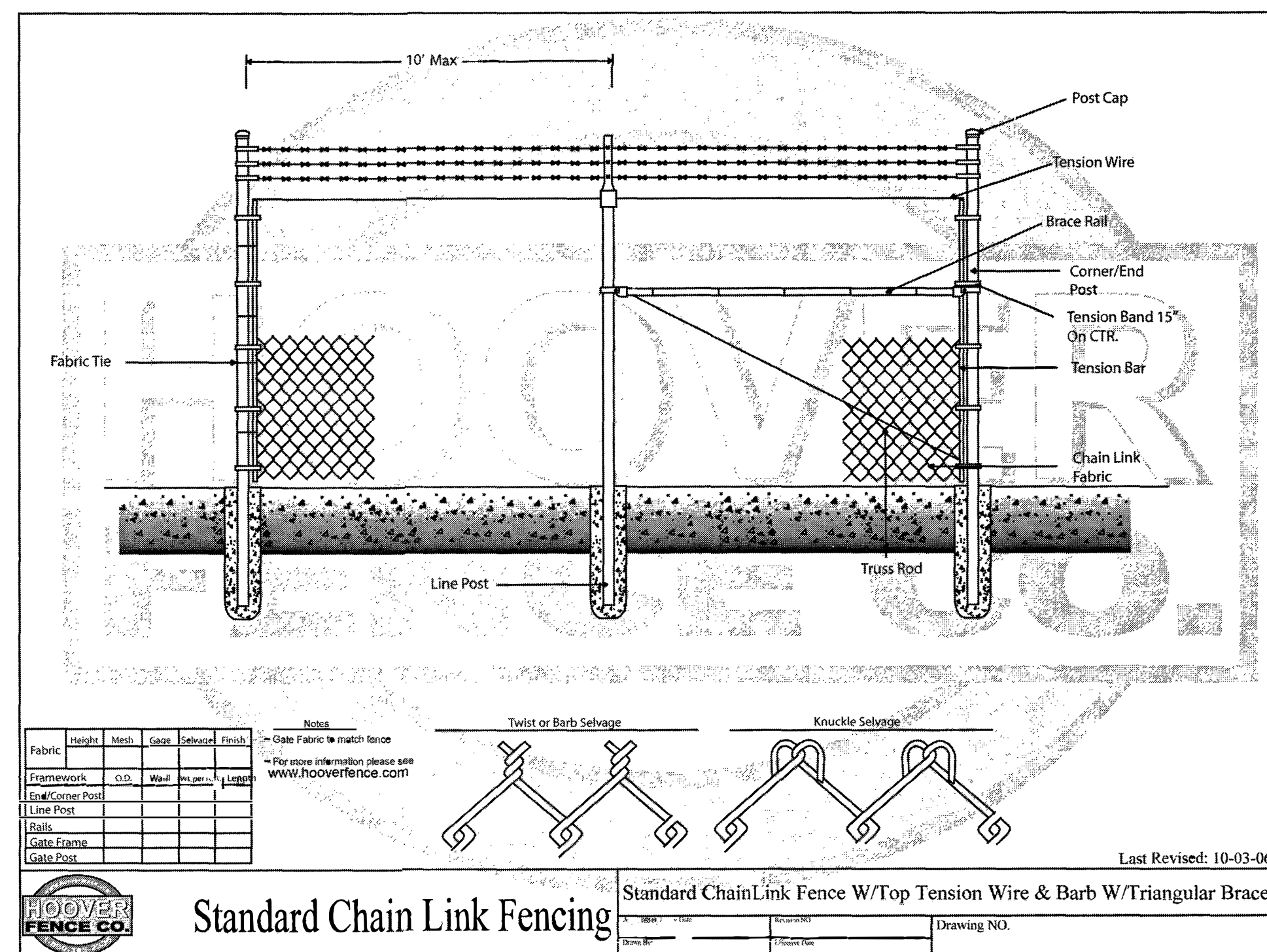
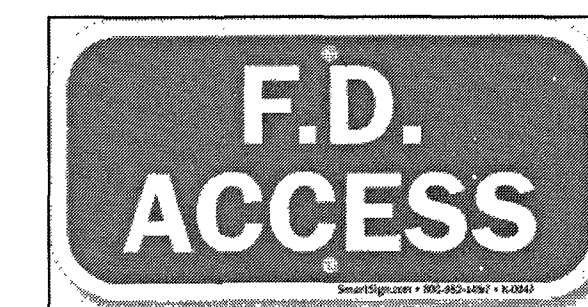
C.7A

N.T.S.

1. STRIPING SHALL BE PAINTED INDUSTRIAL GRADE SAFETY RED. SIX INCHES WIDE HASH STRIPING RUNNING APPROXIMATELY FOUR (4) TO SIX (6) FEET APART..



4 - 12" WIDE X 18" TALL NO PARKING (ONE SIGN FOR EACH SWING GATE ON BOTH SIDES OF GATE)

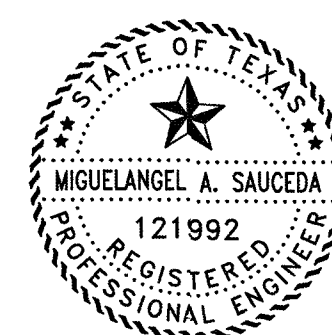


NOTE: FENCE WILL BE COVERED WITH BLACK VINYL COVER
NOTE: BARB WIRE WILL BE "V" TOP 3-STRAND


NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DATE _____

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BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST. ANGLETON, TEXAS 77511
PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825



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P.E. 121992



Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE, LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

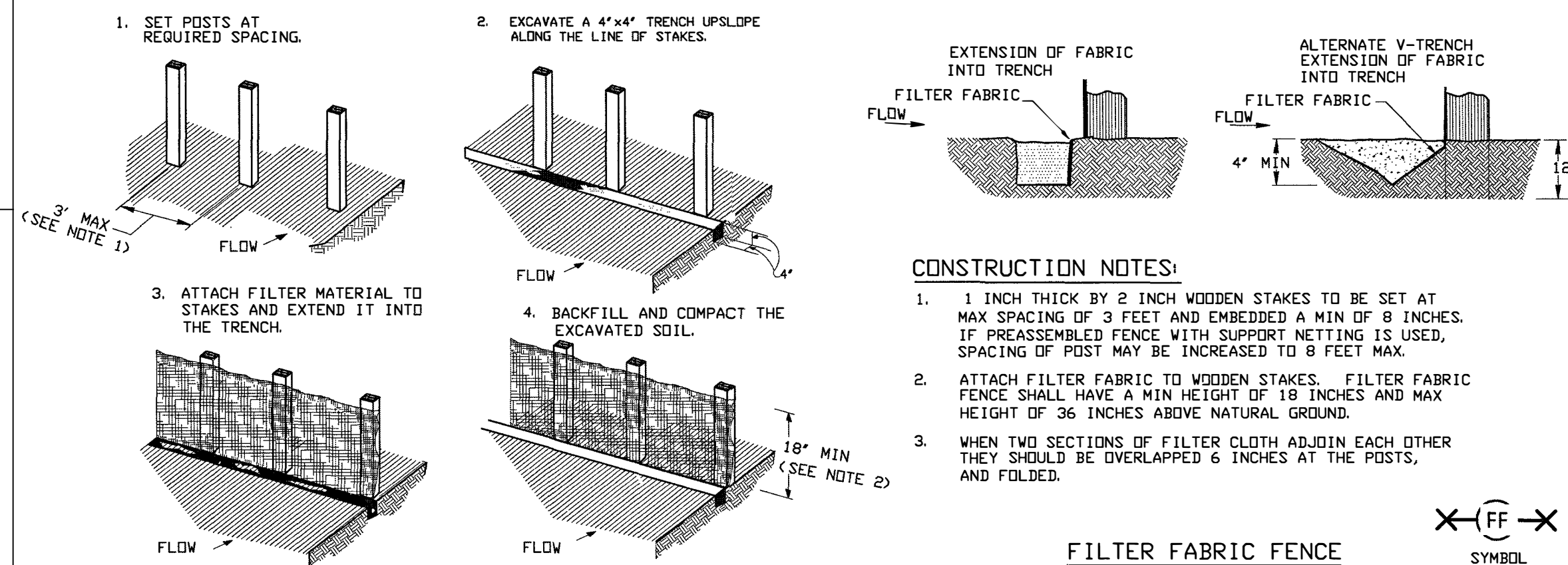
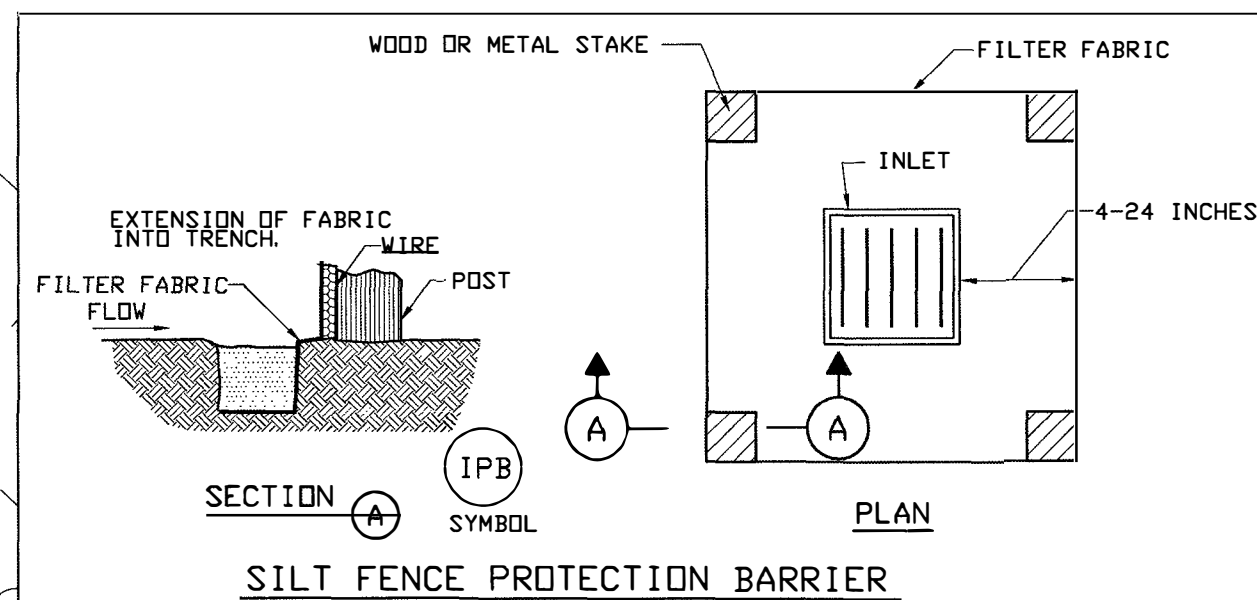
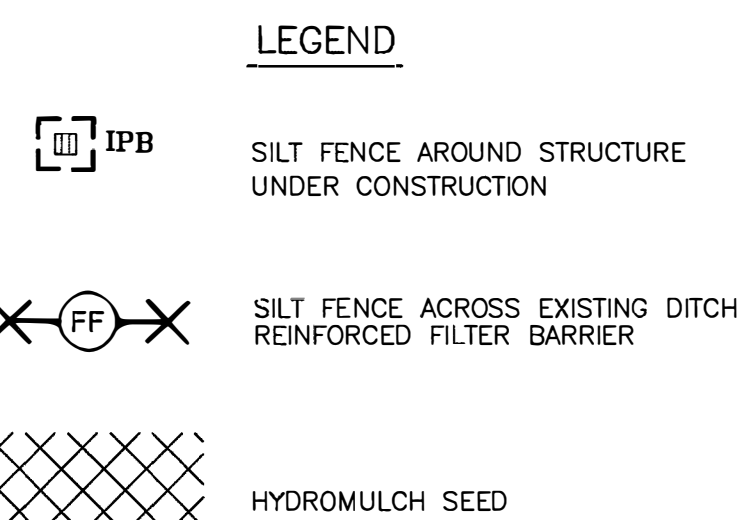
VERTICAL: _____

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

MISCELLANEOUS DETAILS

PROJECT NO. 13552

C.7.B



PROJECT NAME: GAMBIT ENERGY STORAGE

PROJECT ADDRESS/LOCATION: MURRAY RANCH RD NEAR SH35

CITY: ANGLETON STATE: TEXAS ZIP CODE: 77515

LATITUDE: 93°10'03" LONGITUDE: 95°26'43" COUNTY: BRAZORIA

NAME OF RECEIVING WATERS: DITCH 10; OYSTER CREEK

12/01/2019 05/01/2019
MONTH/DAY/YEAR MONTH/DAY/YEAR

ESTIMATED CONSTRUCTION START DATE ESTIMATED COMPLETION DATE

ESTIMATE OF AREA TO BE DISTURBED: 7.72 AC. ACRES

ESTIMATE OF LIKELIHOOD OF DISCHARGE:

☐ UNLIKELY ☐ ONCE PER WEEK ☐ CONTINUAL
☒ ONCE PER MONTH ☐ ONCE PER DAY

ARE THERE ANY LISTED ENDANGERED OR THREATENED SPECIES, OR DESIGNATED CRITICAL HABITAT IN THE PROJECT AREA?

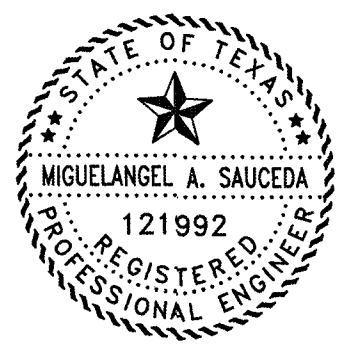
☐ YES ☒ NO

ELIGIBILITY WITH REGARD TO PROTECTION OF ENDANGERED SPECIES HAS BEEN SATISFIED THROUGH THE INDICATED SECTION OF PART 1.B.3.e.(2) OF THE PERMIT.


(a) ☒ (b) ☐ (c) ☐ (d) ☐

					DESIGNED	MS
					DRAWN	MS
					CHECKED	
NO.	DATE	DESCRIPTION			APPROVED	DATE
REVISIONS						

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P.E. 121992



Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE, LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: _____ 1" = 50'

PROFILE: _____

HORIZONTAL: _____

VERTICAL: _____

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

SWPPP LAYOUT

PROJECT NO. 13552

C.8.A

1. SITE DESCRIPTION

- A. NATURE OF THE CONSTRUCTION ACTIVITY:
THE PROJECT CONSIST OF THE CONSTRUCTION OF A 2.57 AC ENERGY STORAGE FACILITY IN ANGLETON, BRAZORIA COUNTY, TEXAS. THE SITE HAS RESIDENTIAL HOMES TO THE NORTH, SOUTH EAST AND WEST. CONSTRUCTION SHALL CONSIST OF GRAVITY DETENTION, 2-BUILDINGS, BATTERY STRINGS, WATER UTILITY.
- B. INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:
THE WORK AREA WILL BE CLEARED OF ALL VEGETATIVE MATTER. BACKFILL AND SUBGRADE WILL BE PREPARED FOR BUILDING PADS AND PAVEMENT AREAS USING FILL FROM THE PROPOSED DETENTION POND. STORM WATER FROM THE SITE WILL BE DIRECTED TO PROPOSED DETENTION POND. TRUCKS WILL BE USED TO HALL WASTE FROM CONSTRUCTION, DELIVER BASE AND CONSTRUCTION MATERIALS TO THE SITE. THE TRUCKS WILL BE RDUTED ALONG MURRAY RANCH ROAD FOR INGRESS AND EGRESS. RUTTING ON THE SITE DURING WET WEATHER WILL PROVIDE POTENTIAL FOR TRACKING MUD ALONG STREET. DIRT AND MUD TRACKED ON MURRAY RAND ROAD WILL BE CLEANED DAILY. WITH THE LIMITED WIDTH OF MURRAY RANCH ROAD, FLAGGERS WILL NEED TO BE STATIONED AT SH35 AND THE SITE ENTRANCE TO CONTROL INGRESS AND EGRESS.
- C. TOTAL PROJECT AREA: 7.70 ACRE
- D. TOTAL AREA TO BE DISTURBED: 7.70
- WEIGHTED RUNOFF COEFFICIENT (BEFORE CONSTRUCTION): 0.30 (AFTER CONSTRUCTION): 0.51
- E. REFER TO GENERAL LOCATION MAP AND SITE MAP FOR DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES; AREAS OF SOIL DISTURBANCE; AREAS WHICH WILL NOT BE DISTURBED; LOCTIONS OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS; LOCATIONS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR; LOCATION OF OFF-SITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS; SURFACE WATERS (INCLUDING WETLANDS); AND LOCATIONS WHERE STORM WATER DISCHARGES TO A SURFACE WATER.
- F. LOCATION AND DESCRIPTION OF ANY DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION:
- G. NAME OF RECEIVING WATERS:
DRAINAGE WILL BE COLLECTED TO THE DETENTION POND. THE POND OUTFALLS TO DITCH 10 VIA RESTRICTOR. DITCH 10 OUTFALLS INTO OYSTER CREEK, WHICH ULTIMATELY OUTFALLS INTO THE GULF OF MEXICO.
- AREAL EXTENT AND DESCRIPTION OF WETLAND OR SPECIAL AQUATIC SITE AT OR NEAR THE SITE WHICH WILL BE DISTURBED OR WHICH WILL RECEIVE DISCHARGES FROM DISTURBED AREAS OFTHE PROJECT.
- NONE
- H. REFER TO FEDERAL REGISTER, VOLUME 63, NO.128, MONDAY JULY 6, 1998, PAGES 36497 TO 36515 FOR REQUIREMENTS OF NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES IN REGION 6.
- I. LISTED ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN PROXIMITY TO THE CONSTRUCTION ACTIVITY:
- NONE
- J. PROPERTY LISTED OR ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES:
- NONE

2. CONTROLS

- NARRATIVE – SEQUENCE OF CONSTRUCTION ACTIVITIES AND APPROPRIATE CONTROL MEASURES DURING CONSTRUCTION
- THE ORDER OF CONSTRUCTION WILL BEGIN WITH STRIPING OF ALL VEGETATION FROM THE WORK AREA.
1. CONSTRUCT SILT FENCE ALONG THE PERIMETER OF THE WORK AREA AND ACROSS THE DITCHES TO THE WEST AND NORTH PERMETER OF THE PROPERTY.
2. AFTER STRIPPING IS COMPLETED, FOUNDATIONS FOR THE BUILDING CAN THEN BE PLACED CONSTRUCTION OF THE STRUCTURE WILL FOLLOW AFTER FOUNDATION PLACEMENT.
3. EXCAVATION OF SUBGRADE AND LIME STABILIZATION WILL TAKE PLACE AFTER UNDERGROUND UTILITIES ARE INSTALLED AND BEFORE PLACEMENT OF CONCRETE DRIVES.
4. AFTER WORK IS COMPLETE, SEEDING AND FERTILIZER WILL BE PLACED ON ALL DISTURBED AREAS.
5. ALL SEEDED AREAS ARE TO IRRIGATED TO ENSURE GROWTH. IRRIGATION SHALL BE CONTINUED UNTIL GROWTH IS ESTABLISHED.
- A. EROSION AND SEDIMENT CONTROLS: EROSION AND SEDIMENT CONTROLS SHALL RETAIN SEDIMENT ON SITE TO THE EXTENT PRACTICABLE. CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER’S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. OFFSITE SEDIMENT ACCUMULATIONS MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS WHEN CAPACITY HAS BEEN REDUCED BY 50%. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WALL SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
- | SOIL STABILIZATION PRACTICES: | OWNER/
DEVELOPER | GENERAL
CNTRTR. | BUILDER | OTHER |
|---|---------------------|--------------------|---------|-------|
| TEMPORARY SEEDING | | | | |
| PERMANENT PLANTING, SODDING, OR SEEDING | | X | | |
| MULCHING– WHERE INDICATED | | | | |
| SOIL RETENTION BLANKET | | | | |
| VEGETATIVE BUFFER STRIPS | | | | |
| PRESERVATION OF NATURAL RESOURCES | | | | |
| OTHER: | | | | |
- THE FOLLOWING RECORDS SHALL BE MAINTAINED AND ATTACHED TO THIS SWPPP:
- DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, DATES WHEN STABILIZATION MEASURES ARE INITIATED.
- | STRUCTURAL PRACTICES: | OWNER/
DEVELOPER | GENERAL
CNTRTR | BUILDER | OTHER |
|---|---------------------|-------------------|---------|-------|
| SILT FENCES | | X | | |
| HAY BALES | | | | |
| ROCK BERMS | | | | |
| DIVERSION, INTERCEPTOR, OR PERIMETER DIKES | | | | |
| DIVERSION, INTERCEPTOR, OR PERIMETER SWALES | | | | |
| DIVERSION DIKE AND SWALE COMBINATIONS | | | | |
| PIPE SLOPE DRAINS | | | | |
| ROCK BEDDING AT CONSTRUCTION EXIT | | | | |
| TIMBER MATTING AT CONSTRUCTION EXIT | | | | |
| SEDIMENT TRAPS | | | | |
| SEDIMENT BASINS | | | | |
| STORM INLET PROTECTION | | | | |
| STONE OUTLET STRUCTURES | | | | |
| OTHER: | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
- B. STORM WATER MANAGEMENT MEASURES INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION:
- DRAINAGE SWALES AND POND

C. OTHER CONTROLS

- NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A PERMIT ISSUED UNDER SECTION 404 OF THE CLEAN WATER ACT.
- WASTE MATERIALS: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL CONTAINER. THE CONTAINER SHALL MEET ALL STATE AND CITY SOLID WASTE MANAGEMENT REGULATIONS. THE CONTAINER SHALL BE EMPTIED AS NECESSARY AND THE TRASH HAULED TO AN APPROPRIATE DUMP SITE. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE.
- HAZARDOUS WASTE (INCLUDING SPILL REPORTING)AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINT, CLEANING SOLVENTS, ASPHALT PRODUCTS, PETROLEUM PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHOULD BE CONTACTED IMMEDIATELY.
- SANITARY WASTE: PORTABLE SANITARY FACILITIES WILL BE PROVIDED BY THE CONTRACTOR. ALL SANITARY WASTES WILL BE COLLECTED FROM PORTABLE UNITS AND SERVICED BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
- OFFSITE VEHICLE TRACKING SHALL BE MINIMIZED BY:
- HAUL ROADS DAMPENED FOR DUST CONTROL LOADED
- X HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD REMOVED DAILY STABILIZED
- CONSTRUCTION ENTRANCE
- OTHER: TRUCKS HAULING VEGETATION AND DEBRIS WILL BE MONITORED AND SHALL BE COVERED WITH TARPAULINS IF REQUIRED TO PREVENT DUST OR OTHER PARTICLES FROM BLOWING OR FALLING FROM TRUCK.
- REMARKS: ALL OPERATIONS WILL BE CONDUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNTS OF SEDIMENT THAT MAY ENTER THE RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.
3. MAINTENANCE
- ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF A REPAIR IS NECESSARY IT SHALL BE DONE AT THE EARLIEST TIME POSSIBLE, BUT NO LATER THAN SEVEN CALENDAR DAYS AFTER THE GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO DRAINAGE WAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTING STORM SEWER INLETS. MAINTENANCE SHALL BE PERFORMED BEFORE THE NEXT ANTICIPATED STORM EVENT OR AS SOON AS PRACTICABLE.
4. INSPECTION
- AN INSPECTION WILL BE PERFORMED BY THE PERMITEE EVERY FOURTEEN DAYS AS WELL AS AFTER EVERY ONE–HALF INCH OR GREATER RAINFALL EVENT. AN INSPECTION AND RAINFALL REPORT WILL BE MADE AFTER EACH INSPECTION. ANY DEFICIENCIES WILL BE NOTED AND APPROPRIATE CHANGES SHALL BE MADE TO THE SYSTEM TO COMPLY WITH REQUIREMENTS.
5. NON–STORMWATER DISCHARGES
- FIRE HYDRANT FLUSHING
- X BUILDING WASHDOWN WITHOUT DETERGENTS
- X PAVEMENT WASHDOWN WITHOUT DETERGENTS
- X CONDENSATE
- UNCONTAMINATED GROUNDWATER
- UNCONTAMINATED FOUNDATION DRAINS

PARKING REQUIREMENTS:

OFF-STREET PARKING: GENERAL USE
1 SPACE PER 250 SF FLOOR AREA

FLOOR AREA= 1275 SF

REQUIRED= 1275 / 250 = 5.1 = 6 SPACES
PROVIDED= 6 SPACES

FRONTAGE TREE REQUIREMENT:

TOTAL FRONTAGE LENGTH= 1192 FT
EXIST TREE FRONTAGE= 348 FT

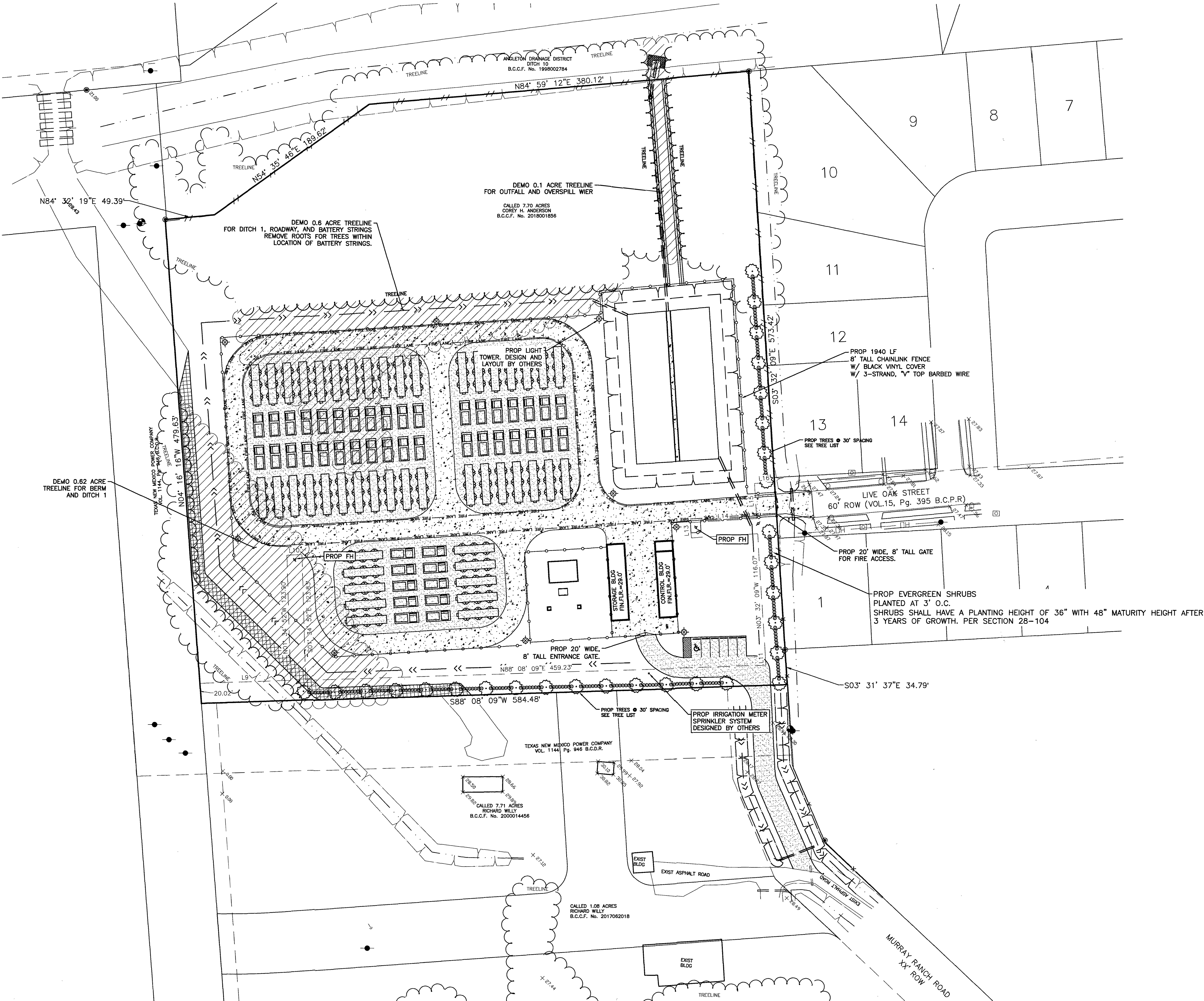
PROPOSED TREE FRONTAGE LENGTH= 1192-348= 843 FT
1 TREE REQUIRED PER 30 FT
REQUIRED: 843/30= 28 TREES
PROVIDED: 27 TREES

PROP TREES SHALL BE 3" CALIPER, 7' TALL FROM TREE LIST
(15' CANOPY AT MATURITY)

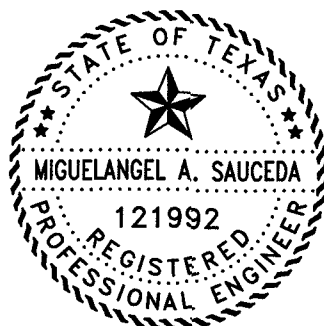
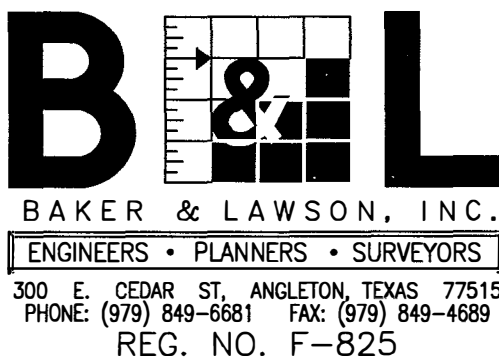
TREE LIST

COMMON NAME

GREEN ASH
BASSWOOD
EASTERN COTTONWOOD
AMERICAN ELM
BLACK HICKORY
SOUTHERN MAGNOLIA
RED MAPLE
BUR OAK
CALIFORNIA FAN PALM
LOBLOLLY PINE
SWEETGUM



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			



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Date: 12/2/19

OWNER:
GAMBIT ENERGY STORAGE, LLC
1237 9TH AVENUE
SAN FRANCISCO, CA 94122

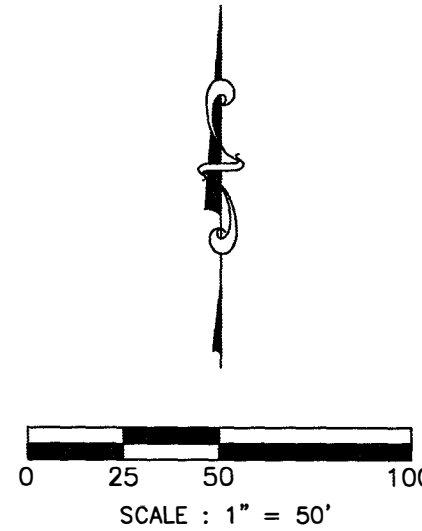
PLAN: 1" = 50'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

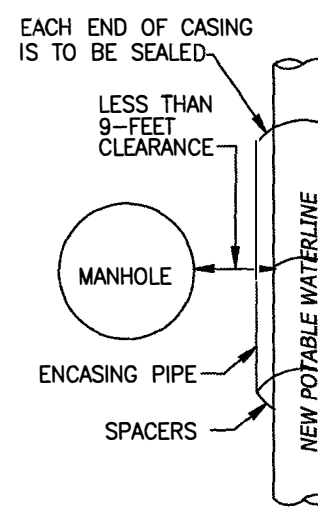
SITE AND LANDSCAPE PLAN

PROJECT NO. 13552

C.9



DETAIL OF WATER LINE
CROSSING WASTEWATER FACILITIES
WHERE SEPARATION IS LESS THAN
9' (NINE FEET)



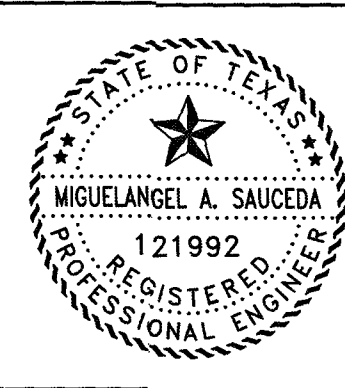
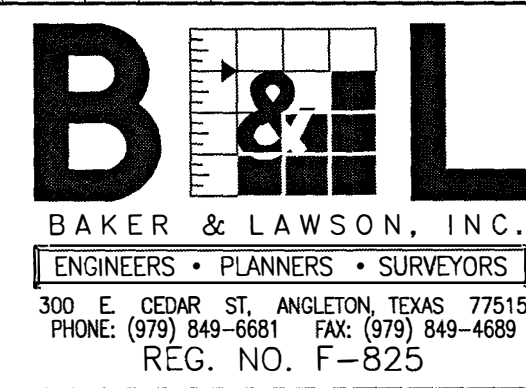
ENCASING PIPE

- 150 PSI PRESSURE CLASS PIPE
- MINIMUM 18 FEET LONG
- DIAMETER = 2 X WATERLINE DIAMETER
- SPACE AROUND CARRIER PIPE SHALL BE SUPPORTED AT FIVE (5) FOOT (OR LESS INTERVALS WITH SPACERS) CENTERED ON CROSSING
- BOTH ENDS SEALED WITH CEMENT GROUT OR A MANUFACTURED WATER TIGHT SEAL.

MANHOLE CLEARANCE

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED	MS
DRAWN	MS
CHECKED	
DATE	



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1237 9TH AVENUE
SAN FRANCISCO, CA 94122

PLAN: 1" = 50'
PROFILE:
HORIZONTAL:
VERTICAL:

GAMBIT ENERGY STORAGE
ANGLETON, TX 77515

OFF-SITE WATERLINE
LAYOUT

PROJECT NO. 13552



				DESIGNED MS	 BAKER & LAWSON, INC. ENGINEERS • PLANNERS • SURVEYORS 300 E. CEDAR ST., ANGLETON, TEXAS 77515 PHONE: (979) 849-6681 FAX: (979) 849-4689 REG. NO. F-825	 The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992 Date: <u>12/2/19</u>	OWNER: GAMBIT ENERGY STORAGE, LLC 1237 9TH AVENUE SAN FRANCISCO, CA 94122	PLAN: <u>1" = 30'</u> PROFILE: HORIZONTAL: _____ VERTICAL: _____	GAMBIT ENERGY STORAGE ANGLETON, TX 77515	POND CROSS-SECTIONS C.10
				DRAWN MS						
				CHECKED _____						
				DATE _____						
NO.	DATE	DESCRIPTION	APPROVED	REVISIONS						

EXHIBIT 1

Title Report

EXHIBIT 1

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.


Countersigned by:


Authorized Countersignature




Matt Morris
President and CEO

STEWART TITLE GUARANTY
COMPANY
– DIRECT OPERATIONS
1980 Post Oak Blvd, 6th Floor
Houston, Texas 77056
Agent ID: 43A078


Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

STEWART TITLE GUARANTY COMPANY
TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
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Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

EXHIBIT 1

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File No. 19000330853	Effective Date: May 14, 2019 at 8:00 AM
Closer: Louis Canaras	Issued May 29, 2019 at 4:39 PM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: T.B.D.
PROPOSED INSURED: Plus Energy Storage
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER -
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple (As to Tract 1) and Easement (As to Tract 2)

3. Record title to the land on the Effective Date appears to be vested in:

COREY H. ANDERSON

4. Legal description of the land:

TRACT 1: FEE

FIELD NOTES OF A 7.70 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3) AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED REPLAT OF SAID SUBDIVISION THEREOF IN VOLUME 20, PAGES 319- 320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 7.70 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

EXHIBIT 1

COMMENCING at a concrete monument found in the North right-of-way line of State Highway 35 marking the Southeast corner of Shady Acres Addition to the City of Angleton, according to the recorded plat thereof in Volume 7, Pages 95-% of the Plat Records of Brazoria County, Texas;

THENCE; North 2°59'47" West 387.16 feet, along the East line of Shady Acres Addition, to a concrete monument found for an angle point in said East line;

THENCE; North 30°19' 06" West 552.64 feet, along said East line, to a concrete monument found marking the Northeast corner of said Shady Acres Addition;

THENCE; South 86°10'08" West (Reference Bearing) 765.29 feet, along the North line of said Shady Acres Addition, to a 1/2" iron rod found for corner;

THENCE; North 4°16'16" West 423.30 feet, along the West line of said 15.41 acre tract, to a 1/2" iron rod set for the Place of Beginning of the herein described tract;

THENCE; North 4°16'16" West 479.62 feet, along the West line of said 15.41 acre tract, to a 1/2" iron rod found for corner in the South line of Angleton Drainage District Ditch No. 10 as described in a deed recorded in Clerk's File No. 98-002784 of the Official Records of Brazoria County, Texas; said rod marking the Northwest corner of said 15.41 acre tract;

THENCE; North 84°32'19" East 49.39 feet, along the South line of said Ditch No. 10, to a 1/2" iron rod found for angle point;

THENCE; North 54°35' 46" East 189.62 feet, along said South line of Ditch No. 10, to a 1/2" iron rod found for angle point;

THENCE; North 84°59'12" East 380.12 feet, along said South line Ditch No. 10, to a 1/2" iron rod found marking the Northwest corner of Washington Terrace Subdivision, Section 11, according to the recorded plat thereof in Volume 15, Page 395 of the Plat Records of Brazoria County, Texas;

THENCE; South 3°32'09" East 573.42 feet, along the West line of Washington Terrace Subdivision, Section II, to a 1/2" iron rod found for corner at the Southwest corner of said Washington Terrace Subdivision, Section II;

THENCE; South 3°31' 37" East 34.79 feet, along the West line of a called 13.203 acre tract, as described in a deed recorded in Volume 1467, Page 234 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 88°08' 09" West 584.48 feet to the Place of Beginning;

Said tract therein containing 7.70 Acres of Land.

Tract 2: EASEMENT ESTATE

FIELD NOTES OF A 2.05 ACRE TRACT OUT OF A 7.71 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3) AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED REPLAT OF SAID SUBDIVISION THEREOF IN VOLUME 20, PAGES 319- 320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 2.05 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

EXHIBIT 1

BEGINNING at a concrete monument found in the North right-of-way line of State Highway 35 marking the Southeast corner of Shady Acres Addition to the City of Angleton, according to the recorded plat thereof in Volume 7, Pages 95-96 of the Plat Records of Brazoria County, Texas;

THENCE; North 2°59' 47" West 387.16 feet, along the East line of Shady Acres Addition, to a concrete monument found for an angle point in said East line;

THENCE; North 30°19'06" West 552.64 feet, along said East line, to a concrete monument found marking the Northeast corner of said Shady Acres Addition;

THENCE; South 86°10' 08" West (Reference Bearing) 12.09 feet, along the North line of said Shady Acres Addition, to a point for corner;

THENCE; North 46°51'10" West 289.22 feet to a point for corner;

THENCE; North 23°01' 54" West 107.83 feet to a point for corner;

THENCE; North 3°31' 37" West 92.01 feet to a point for corner;

THENCE; North 88°08' 09" East 60.03 feet to a 1/2" iron rod set for corner in the West line of a called 13.203 acre tract, as described in a deed recorded in Volume 1467, Page 234 of the Deed Records of Brazoria County, Texas;

THENCE; South 3°31' 37" East 79.95 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found for angle point;

THENCE; South 23°01' 54" East 84.86 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found for angle point in the West line of said called 13.203 acre tract;

THENCE; South 46°51'10" East 331.95 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found marking the Southwest corner of said called 13.203 acre tract; said rod also marking the Northwest corner of a called 20.751 acre tract, as described in a deed recorded in Volume 1090, Page 796 of the Deed Records of Brazoria County, Texas;

THENCE; South 30°32'42" East 540.69 feet, along the West line of said called 20.751 acre tract, to a 1/2" iron rod found for angle point;

THENCE; South 2°09' 35" East, along the West line of said called 20.751 acre tract, at 250.93 feet pass a 1/2" iron rod found at the Westerly Southwest corner of said called 20.751 acre tract, and continue to a total distance of 401.03 feet to a 5/8" iron rod found for corner in the North right-of-way line of State Highway 35;

THENCE; South 87°44'03" West 60.11 feet, along the North right-of-way line of State Highway 35, to the Place of Beginning;

Said tract therein containing 2.05 Acres of Land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
 - a. Restrictive Covenants as set out in [Volume 20 Page 211 thru 216](#) and [Volume 20 Page 319 Thru 324](#) of the Plat Records of Brazoria County, Texas and under clerks file number [99024350](#) of the Official Public Records of Brazoria County,
 - b. Texas. As to the Restrictions: (All provisions regarding race, color, religion, sex, handicap, familial status or national origin are unenforceable.)
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year _____, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

matters or delete this exception.):

- a. Rights of parties in possession. **(Owner Title Policy only)**
- b. A Community Public Service Company easement as reflected by instrument recorded under [Volume.1144 Page 946](#) (clerks file number [73000119](#) of the Official Public Records) of the Deed Records of Brazoria County, Texas.
Property Records of Harris County, Texas.
- c. Subject to all easements and building set back lines as shown on the plats as recorded in [Volume 20 Page 211 thru 216](#) and [Volume 20 Page 319 thru 324](#) of the Plat Recorded of Brazoria County, Texas.
- d. Subject to easements and terms, conditions and stipulations as set forth in Private Road easement as recorded under clerks file number [2005058738](#) of the Official Public records of Brazoria County, Texas
- e. A 1/16th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in [Volume 322 Page 172](#) of the Deed Records of Brazoria County, Texas.
- f. A 1/16th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in [Volume 322 Page 173](#) of the Deed Records of Brazoria County, Texas.
- g. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under Clerk's File No. [99055528](#) of the Official Public Records of Brazoria County, Texas.
- h. Utility lines if any as set forth in instrument as recorded under clerks file number [2017062017](#) of the Official Public Records of Brazoria County, Texas.
- i. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
- j. Rights of tenants and assigns, as tenants only, under currently effective lease agreements.
- k. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. Vendor's Lien retained in Deed dated JANUARY 10, 2018 recorded under Clerk's File No. [2018001856](#) of the Official Public Records of Brazoria County, Texas from LINDA MILLER TRUSTEE OF THE KEITH J. FLIPP FAMILY TRUST DATED 9 SEPTEMBER 2013 to COREY H. ANDERSON securing the payment of one note in the principal amount of \$86,625.00 bearing interest and payable as therein provided to the order of TEXAS GULF BANK N.A. and additionally secured by a Deed of Trust of even date therewith in favor of JAMES F. BROWN, Trustee, recorded under Clerk's File No. [2018001857](#) of the Official Public Records of Brazoria County, Texas. Said Deed of Trust contains provisions for other and future indebtedness to be secured thereunder. Said Deed of Trust also constitutes a security agreement under the Uniform Commercial Code of the State of Texas.

Said Note and Deed of Trust being modified and/or extended by RENEWAL EXTENSION AND MODIFICATION Agreement recorded under Clerk's File No. [2019012915](#) of the Official Public Records of Brazoria County, Texas.
7. Deed of Trust dated February 21, 2019 recorded under Clerk's File No. [2019007865](#) of the Official Public Records of Brazoria County, Texas executed by COREY H., ANDERSON ET AL in favor of GEORGE WARNY, Trustee, securing the payment of all sums as set forth therein and bearing interest and payable as therein provided to the order of GEORGE WARNY. Said Deed of Trust contains provisions for other and future indebtedness to be secured thereunder. Said Deed of Trust also constitutes a security agreement under the Uniform Commercial Code of the State of Texas.
8. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.

EXHIBIT 1

File No. 19000330853

SCHEDULE C

9. If a boundary deletion is requested, we must be furnished with a new survey or a prior survey showing a plat and containing the correct metes and bounds description of the property to be insured, made by a Licensed Public Surveyor of the State of Texas, acceptable to this Company. When same is submitted, it is to be returned to the Examiner for inspection and approval. If prior survey is acceptable, we will require a survey affidavit stating no improvements have been added.
10. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.
11. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

NOTE: Title By virtue of Deed recorded under Clerk's File No. [2018001856](#) of the Official Public Records of Brazoria County, Texas.

COMMITMENT
SCHEDULE D

Policy Commitment No.: 19000330853

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Guaranty Company - Commercial Services (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: **Stewart Title Guaranty Company - 100%**

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: **Stewart Information Services Corporation - 100%**

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Matthew W. Morris, David C. Hisey, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	General Counsel
Denise Carraux	Secretary & Assistant Treasurer
Ken Anderson, Jr.	Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
or	%	
or	%	
or	%	

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

EXHIBIT 1



Louis Canaras
VP, Senior Underwriter,
Production Manager

Stewart Title Guaranty Company -
Commercial Services
1980 Post Oak Blvd., 6th floor
Houston, TX 77056
(800) 729-1906 Phone
(713) 552-1703 Fax
shill@stewart.com

May 29, 2019

File No.: 19000330853
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

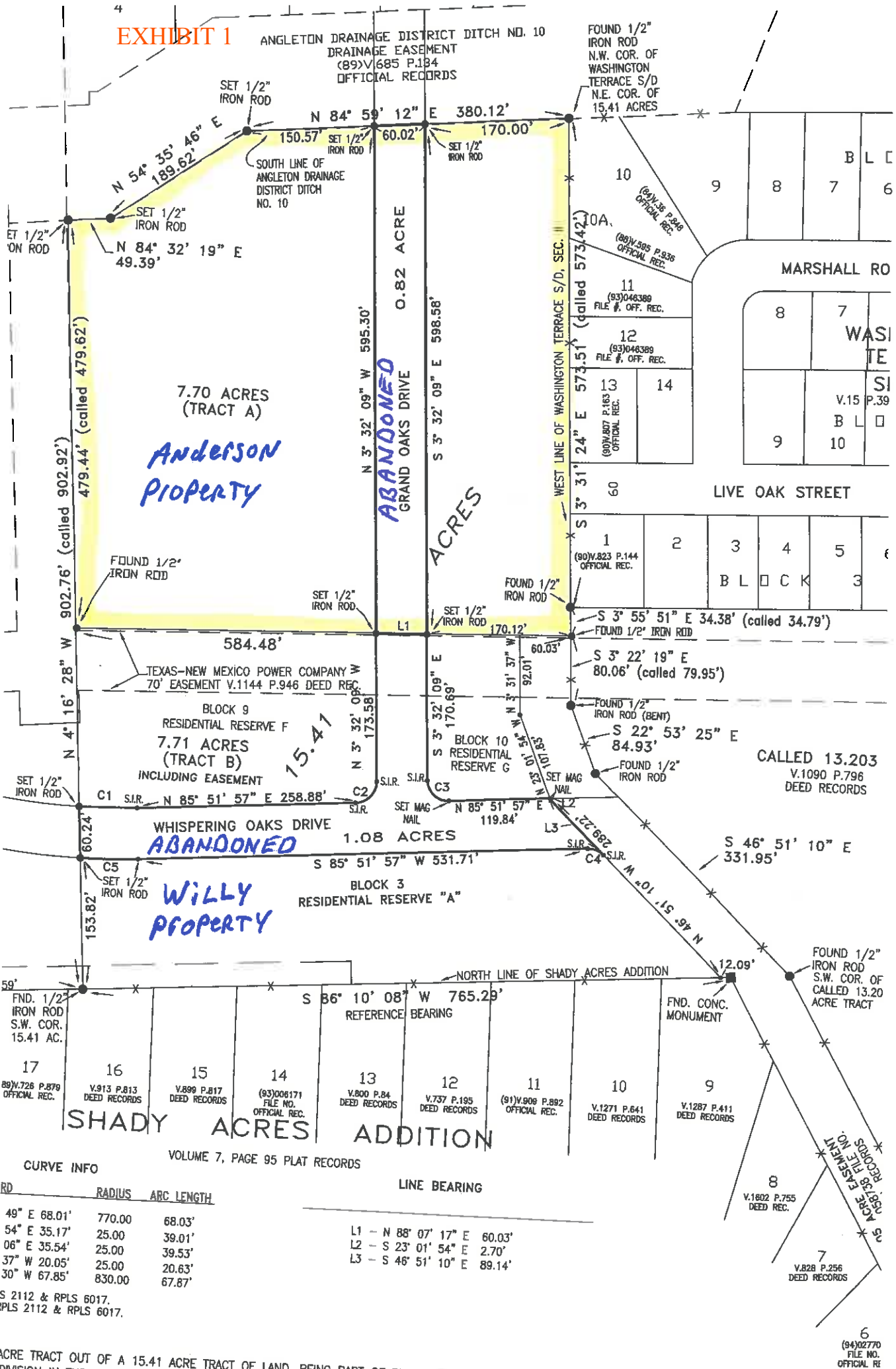
Thank you for your business.

Sincerely,
Stewart Title Guaranty Company - Commercial Services

A handwritten signature in dark ink, appearing to read "Louis Canaras".

Louis Canaras

EXHIBIT 1



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED WITHOUT WARRANTY, SALE, TERMINATION,
RELEASE AND ABANDONMENT OF EASEMENT**

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

Grantor: THE CITY OF ANGLETON, TEXAS

Grantor's Mailing Address: 121 S. Velasco, Angleton, Texas 77515

Grantee: RICHARD WILLY

Grantee's Mailing Address: P. O. Box 1775, Angleton, Texas 77566

Consideration: ONE THOUSAND TWO HUNDRED NINETY SIX DOLLARS AND 75/100 (\$1296.75) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): A part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Grand Oaks Drive, along with a part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Whispering Oaks Drive, said parts of said streets abutting property owned by Grantee and being more particularly described by Exhibit A, attached hereto and incorporated herein by this reference.

Grantor, for the Consideration, does hereby SELL, TERMINATE, RELEASE, ABANDON, and forever discharge all right, title, and interest Grantor has or may have in the Property unto Grantee; TO HAVE AND TO HOLD the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, WITHOUT EXPRESS OR IMPLIED WARRANTY. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS INSTRUMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.**

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 14th day of December, 2017.

CITY OF ANGLETON, TEXAS

Scott L. Albert
Scott Albert, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

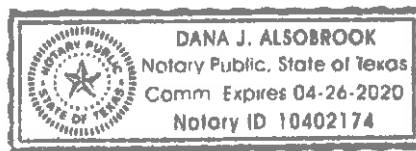
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 14, 2017 by Scott Albert, City Manager of the City of Angleton, Texas.

Dana J. Alsobrook
Notary Public, State of Texas

AFTER RECORDING MAIL TO:

City of Angleton
Attn: City Manager
121 S. Velasco
Angleton, Texas 77515



Randy L. Stroud, P.E.
Civil Engineer and Land Surveyor
TBPLS Firm No. 10020500 TBPE Firm No. F572
201 South Velasco
Angleton, Texas 77515
(979)849-3141 Fax # (979)849-9444

Randy L. Stroud, P.E.
RPLS #2112

Brian G. Fambrough, P.E.
RPLS # 6017

FIELD NOTES OF A 1.08 ACRE TRACT OUT OF A 7.71 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3), AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. de J. VALDERAS SURVEY, ABSTRACT 380 AND THE M. C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE REPLAT OF HERITAGE OAKS SUBDIVISION RECORDED IN VOLUME 20, PAGES 319-320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN COUNTY CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 1.08 ACRE TRACT BEING A PORTION OF GRAND OAKS DRIVE AND A PORTION OF WHISPERING OAKS DRIVE. SIXTY FEET WIDE RIGHT-OF-WAYS SHOWN ON SAID REPLAT OF HERITAGE OAKS SUBDIVISION, AND SAID 1.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found in the North line of Shady Acres Addition, according to the plat recorded in Volume 7, Page 95 of the Plat Records of Brazoria County, Texas; said rod marking the most Westerly Southwest corner of said 15.41 acre tract; said rod bears South 86° 10' 08" West (Reference Bearing) 765.29 feet from a concrete monument found marking the Northeast corner of Shady Acres Addition;

- THENCE; North 4° 16' 28" West 153.82 feet, along the West line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set in the South right-of-way line of Whispering Oaks Drive (60' right-of-way) for the Place of Beginning of the herein described tract;
- THENCE; North 4° 16' 28" West 60.24 feet, along the West line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the North right-of-way line of Whispering Oaks Drive;
- THENCE; In an Easterly direction, along the North right-of-way line of Whispering Oaks Drive, around a curve to the left, having a radius of 770.00 feet, an arc length of 68.03 feet, and a chord which bears North 88° 23' 49" East 68.01 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner;
- THENCE; North 85° 51' 57" East 258.88 feet, along the North right-of-way line Whispering Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the left having a radius of 25.00 feet;

FIELD NOTES OF A 1.08 ACRE TRACT (CONTINUED)
PAGE 2 OF 3 PAGES

- THENCE; In a Northeasterly direction, around said curve to the left having a radius of 25.00 feet, an arc length of 39.01 feet, and a chord which bears North 41° 09' 54" East 35.17 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the West right-of-way line of Grand Oaks Drive (60' right-of-way);
- THENCE; North 3° 32' 09" West 173.58 feet, along the West right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the South line of a 7.70 acre tract described in a deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;
- THENCE; North 88° 07' 17" East 60.03 feet, along the South line of said 7.70 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the East right-of-way line of Grand Oaks Drive; said rod bears South 88° 07' 17" West 170.12 feet from a ½" iron rod found marking the Southeast corner of said 7.70 acre tract;
- THENCE; South 3° 32' 09" East 170.69 feet, along the East right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the left having a radius of 25.00 feet;
- THENCE; In a Southeasterly direction, around said curve to the left having a radius of 25.00 feet, an arc length of 39.53 feet, and a chord which bears South 48° 50' 06" East 35.54 feet to a Mag nail set for corner in the North right-of-way line of Whispering Oaks Drive;
- THENCE; North 85° 51' 57" East 119.84 feet, along the North right-of-way line of Whispering Oaks Drive, to a Mag nail set for corner in the West line of a 2.05 acre access easement described in said deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;
- THENCE; South 23° 01' 54" East 2.70 feet, along the West line of said 2.05 acre access easement, to a Mag nail set for corner at an angle point;
- THENCE; South 46° 51' 10" East 89.14 feet, along the West line of said 2.05 acre access easement, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the Southwest right-of-way line of Whispering Oaks Drive;
- THENCE; In a Northwesterly direction, along the Southwest right-of-way line of Whispering Oaks Drive, around a curve to the left having a radius of 25.00 feet, an arc length of 20.63 feet, and a chord which bears North 70° 29' 37" West 20.05 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner;
- THENCE; South 85° 51' 57" West 531.71 feet, along the South right-of-way line of Whispering Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the right having a radius of 830.00 feet;

EXHIBIT 1

FIELD NOTES OF A 1.08 ACRE TRACT (CONTINUED)
PAGE 3 OF 3 PAGES

THENCE: In a Westerly direction, along the South right-of-way line of Whispering Oaks Drive, around said curve to the right having a radius of 830.00 feet, an arc length of 67.87 feet, and a chord which bears South 88° 12' 30" West 67.85 feet to the Place of Beginning;

Said tract therein containing 1.08 Acres of Land.

Certified Correct:



Brian G. Fambrough Registered Professional Land Surveyor # 6017

* See attached plat.
November 13, 2017
4119453b.wpd
FN 87.8

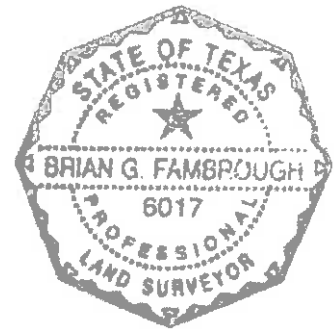
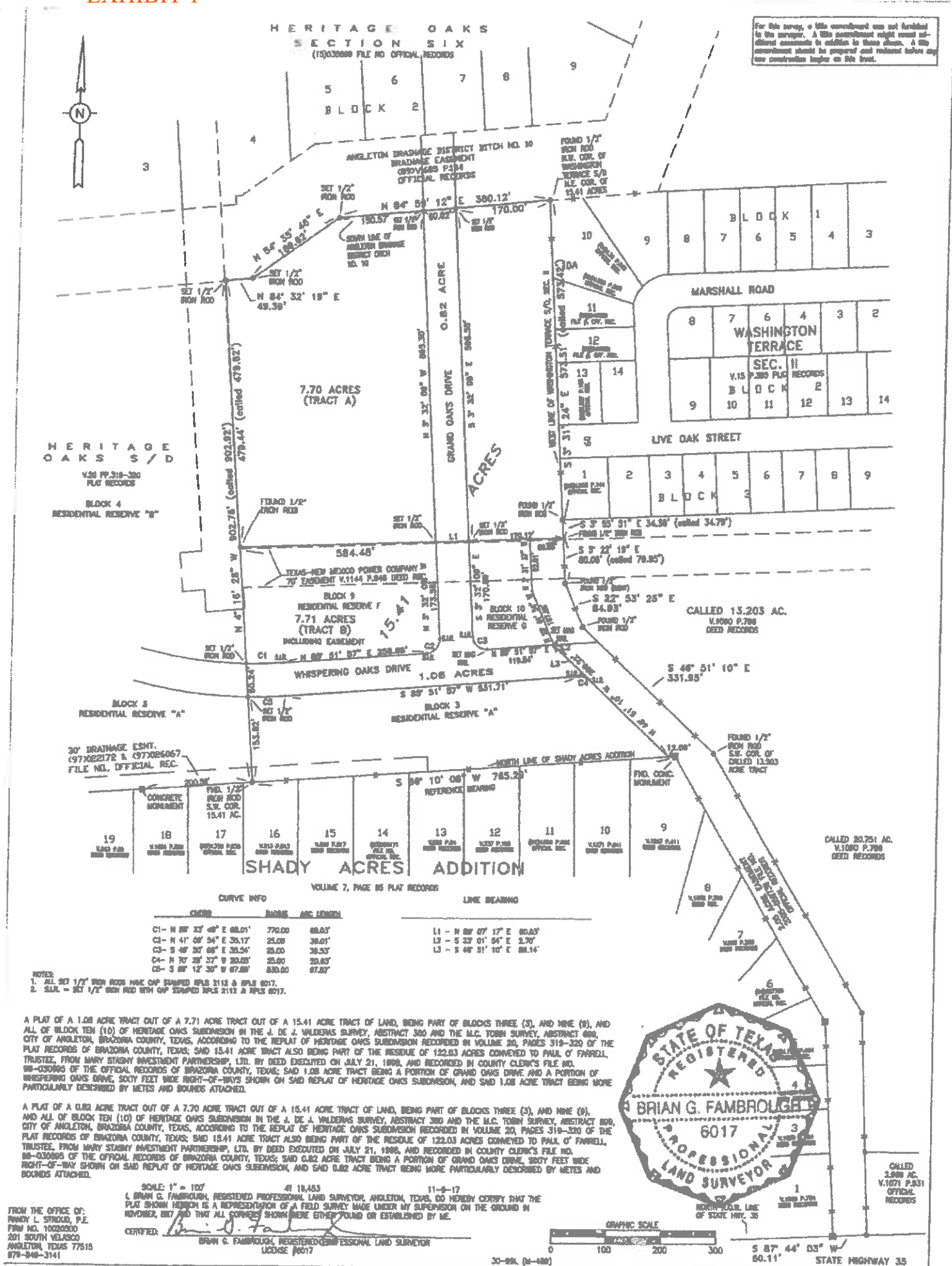


EXHIBIT 1



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED WITHOUT WARRANTY, SALE, TERMINATION,
RELEASE AND ABANDONMENT OF EASEMENT**

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

Grantor: THE CITY OF ANGLETON, TEXAS

Grantor's Mailing Address: 121 S. Velasco, Angleton, Texas 77515

Grantee: KEITH J. FILIPP FAMILY TRUST

Grantee's Mailing Address: 101 E. First Street, Whitefish, Montana 59937

Consideration: ONE THOUSAND TWO HUNDRED NINETY SIX DOLLARS AND 75/100 (\$1296.75) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): A part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Grand Oaks Drive, said part of said street abutting property owned by Grantee and being more particularly described by Exhibit A, attached hereto and incorporated herein by this reference.

Grantor, for the Consideration, does hereby SELL, TERMINATE, RELEASE, ABANDON, and forever discharge all right, title, and interest Grantor has or may have in the Property unto Grantee, TO HAVE AND TO HOLD the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, WITHOUT EXPRESS OR IMPLIED WARRANTY. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS INSTRUMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 14th day of December, 2017.

CITY OF ANGLETON, TEXAS

Scott L. Albert
Scott Albert, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

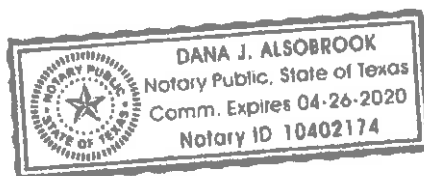
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 14, 2017 by Scott Albert, City Manager of the City of Angleton, Texas.

Dana J. Alsobrook
Notary Public, State of Texas

AFTER RECORDING MAIL TO:

City of Angleton
Attn: City Manager
121 S. Velasco
Angleton, Texas 77515



Randy L. Stroud, P.E.

Civil Engineer and Land Surveyor

TBPLS Firm No. 10020500 TBPE Firm No. F572

201 South Velasco

Angleton, Texas 77515

(979)849-3141 Fax # (979)849-9444

**Randy L. Stroud, P.E.
RPLS #2112**

**Brian G. Fambrough, P.E.
RPLS # 6017**

FIELD NOTES OF A 0.82 ACRE TRACT OUT OF A 7.70 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3), AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. de J. VALDERAS SURVEY, ABSTRACT 380 AND THE M. C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE REPLAT OF HERITAGE OAKS SUBDIVISION RECORDED IN VOLUME 20, PAGES 319-320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN COUNTY CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 0.82 ACRE TRACT BEING A PORTION OF GRAND OAKS DRIVE, A SIXTY FEET WIDE RIGHT-OF-WAY SHOWN ON SAID REPLAT OF HERITAGE OAKS SUBDIVISION, AND SAID 0.82 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found marking the Northeast corner of said 15.41 acre tract and the Northwest corner of Washington Terrace Subdivision, Section II, according to the replat recorded in Volume 15, Page 395 of the Plat Records of Brazoria County, Texas; said rod also marking the Northeast corner of said 7.70 acre tract as described in a deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;

- THENCE: South 84° 59' 12" West 170.00 feet, along the North line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for the Place of Beginning of the herein described tract; said rod being at the intersection of the North line of said 15.41 acre tract and the East right-of-way line of Grand Oaks Drive (60' right-of-way);
- THENCE: South 3° 32' 09" East 598.58 feet, along the East right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the South line of said 7.70 acre tract; said rod bears South 88° 07' 17" West 170.12 feet from a ½" iron rod found marking the Southeast corner of said 7.70 acre tract;
- THENCE: South 88° 07' 17" West 60.03 feet, along the South line of said 7.70 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the West right-of-way line of Grand Oaks Drive;
- THENCE: North 3° 32' 09" West 595.30 feet, along the West right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the North line of said 15.41 acre tract;

FIELD NOTES OF A 0.82 ACRE TRACT (CONTINUED)
PAGE 2 OF 2 PAGES

THENCE: North 84° 59' 12" East 60.02 feet, along the North line of said 15.41 acre tract, to the Place of Beginning;

Said tract therein containing 0.82 Acre of Land.

Certified Correct:



Brian G. Fambrough Registered Professional Land Surveyor # 6017

* See attached plat.

**The Reference Bearing of the herein described tract is the South line of said 15.41 acre tract, from a concrete monument found marking the Northeast corner of Shady Acres Addition (Volume 7, Page 95, Brazoria County Plat Records) to a ½" iron rod found marking the Southwest corner of said 15.41 acre tract. Said bearing being South 86° 10' 08" West 765.29 feet.

November 13, 2017
4t19453a.wpd
FN 87.8

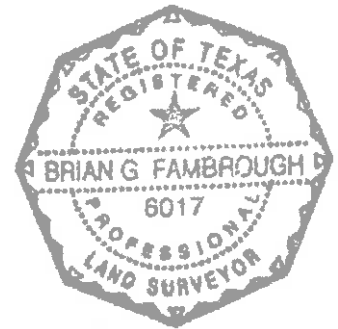


EXHIBIT 1

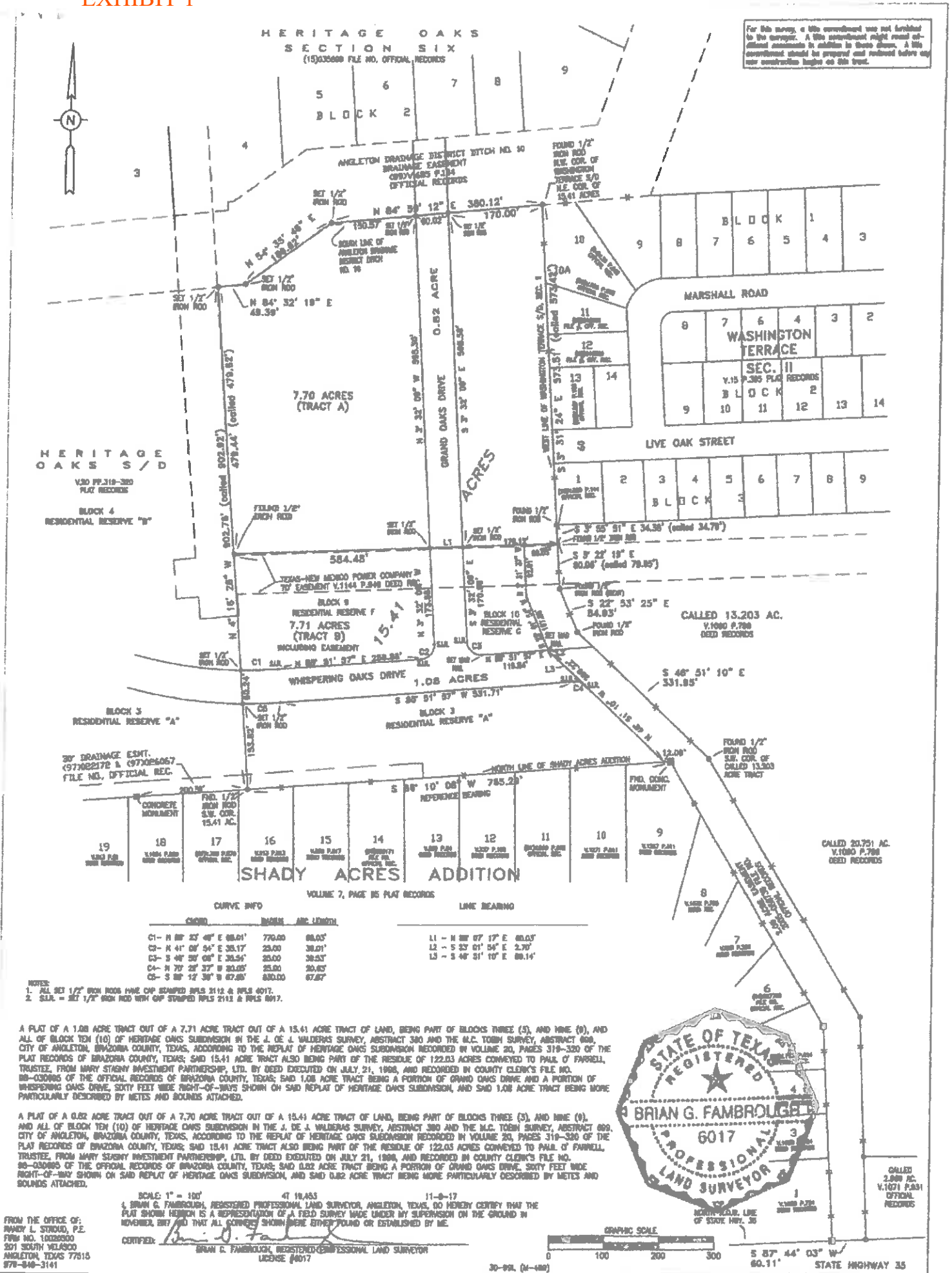


EXHIBIT 1

Property Tax Receipts for Parcel

DUPLICATE TAX RECEIPT



RO'VIN GARRETT, PCC
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
 111 E. LOCUST
 ANGLETON, TEXAS 77515

Certified Owner:

ANDERSON COREY H
 PO BOX 4205
 LAKE JACKSON, TX 77566

Legal Description:

A0380 J DE J VALDERAS TRACT 163 -
 CLOSED ROW (PT) ACRES 7.7

Parcel Address: W MULBERRY
 Legal Acres: 7.7000

Remit Seq No: 40491041

Receipt Date: 01/31/2019

Deposit Date: 02/01/2019

Print Date: 12/02/2019 02:08 PM

Printed By: LATOYA

Deposit No: I0311901
 Validation No: 384

Account No: **0380-0041-006**

Operator Code: LCASTRO

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2018	Brazoria County	TL	540	0.367914	1.99	0.00	0.00	1.99
2018	Special Road & Bridge	TL	540	0.060000	0.32	0.00	0.00	0.32
2018	Angleton Isd	TL	540	1.455200	7.86	0.00	0.00	7.86
2018	Angleton - Danbury Hospital	TL	540	0.258328	1.39	0.00	0.00	1.39
2018	Port Freeport	TL	540	0.040100	0.22	0.00	0.00	0.22
2018	Angleton Drainage Dist. No 1	TL	540	0.131182	0.71	0.00	0.00	0.71
2018	City Of Angleton	TL	540	0.697580	3.77	0.00	0.00	3.77
					\$16.26	\$0.00	\$0.00	\$16.26

> - -

- - <

Check Number(s):**PAYMENT TYPE: PARTIAL PAYMENT**

Credit Card Authorization No: 0

Credit Cards: \$16.26

Exemptions on this property:

OPEN SPACE 1-D-1

Total Applied: \$16.26

Change Paid: \$0.00

Account No: 0380-0041-006

PAYER: 27094241

COREY ANDERSON
 P. O. BOX 4205
 LAKE JACKSON, TX 77566

TOTAL DUE AS OF 12/02/2019 IS \$15.72

EXHIBIT 2

ORDINANCE NO. 20200114-004

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING A SPECIFIC USE PERMIT ALLOWING FOR THE CONSTRUCTION AND OPERATION OF AN ENERGY STORAGE PARK AND NECESSARY SUBSTATION EQUIPMENT FOR THE STORAGE OF ELECTRICAL ENERGY; PROVIDING A SEVERABILITY CLAUSE AN EFFECTIVE DATE; AND FINDING FACT.

WHEREAS, On January 09, 2020, the City of Angleton Planning & Zoning Commission held a public hearing, and approved the Specific Use Permit submitted by, Gambit Energy Storage, LLC; c/o Molly Emerson on behalf of the property owner Corey H. Anderson for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy on approximately 7.7 acre parcel identified by Property ID 570367; and

WHEREAS, on January 14, 2019, the Angleton Planning & Zoning Commission presented a written recommendation, and a public hearing was held regarding the granting of the Specific Use Permit for the purpose of allowing the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, and City of Angleton City Council considered the recommendation and approval by Planning & Zoning; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, on 7.7 acre parcel identified by Property ID 570367, Angleton, Texas with a base zoning of Single-family residential 7.2 District (SF-7.2);

WHEREAS, the City Council desires to grant the Specific Use Permit submitted Gambit Energy Storage allowing for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, with the conditions set forth in the Planning & Zoning written recommendation and the attached site plan (Exhibit A);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. That all the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits, and adopts the recommendation with conditions made by the Planning & Zoning Commission as follows:

- (a.) The project site will be physically screened from all surrounding residences with an 8 ft tall masonry wall around the entire project perimeter (except for ingress/egress points) which will also aid with reducing noise. Existing vegetation supplemented with additional plantings as shown on the attached landscaping plan shall be provided and

- maintained. Placement of plants along the border of the project site shall screen views of the facility from surrounding residences. The proposed planting shall be watered using a drip irrigation system.
- (b.) Construction can only occur on the site from 7:00 a.m. – 6:00 p.m. Monday – Friday and from 9:00 a.m. – 5:00 p.m. on Saturdays, and construction is prohibited on Sundays.
 - (c.) The primary access site will be public and through Murray Ranch Road. The developer will reconstruct Murray Ranch Road as a concrete or asphalt surface. Live Oak will serve as an emergency access easement. The emergency access shall at a minimum be 20' wide double swing, double leaf gate chain link with fabric knuckled top and bottom.
 - (d.) The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation. One substation dead-end tower up to approximately 70 ft tall to interconnect with TNMP power line will be allowed with the project substation and all other equipment within the project substation shall be limited to 40ft
 - (e.) Any light shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25-foot candles.
 - (f.) A sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.
 - (g.) The city staff will review and consider approving the design and location of one identification sign.
 - (h.) The SUP will expire if construction of the Energy Storage Park is not completed within four years of the SUP effective date.
 - (i.) The project will utilize night sky lights for security purposes. Lighting will be shielded from adjacent property and be of a down-light, diffused light type that will not be directed across and will not be visible from outside the property boundary
 - (j.) An Emergency Response and Training Manual for the City of Angleton Fire Department, video-recorded training, and specific protocol for the City of Angleton first responders must be provided before the facility becomes operational.
 - (k.) Gambit Energy Storage, LLC shall reimburse the City for expenses related to retaining a third-party inspector to review facility plans and construction.
 - (l.) Provide easement agreements from adjacent property owners (TNMP & Mr. Richard Willy) for where the proposed water line is running prior to construction or disturbance of the site
 - (m.) Vegetation shall be maintained in a healthy condition and the drainage plan functional.
 - (n.) Drainage plan for the site shall be approved by the Angleton Drainage District.

SECTION 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect,

impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 4. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 5. Proper Notice & Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.


PASSED AND APPROVED THIS THE 14th DAY OF JANUARY 2020.

CITY OF ANGLETON, TEXAS



Jason Perez
Mayor

ATTEST:



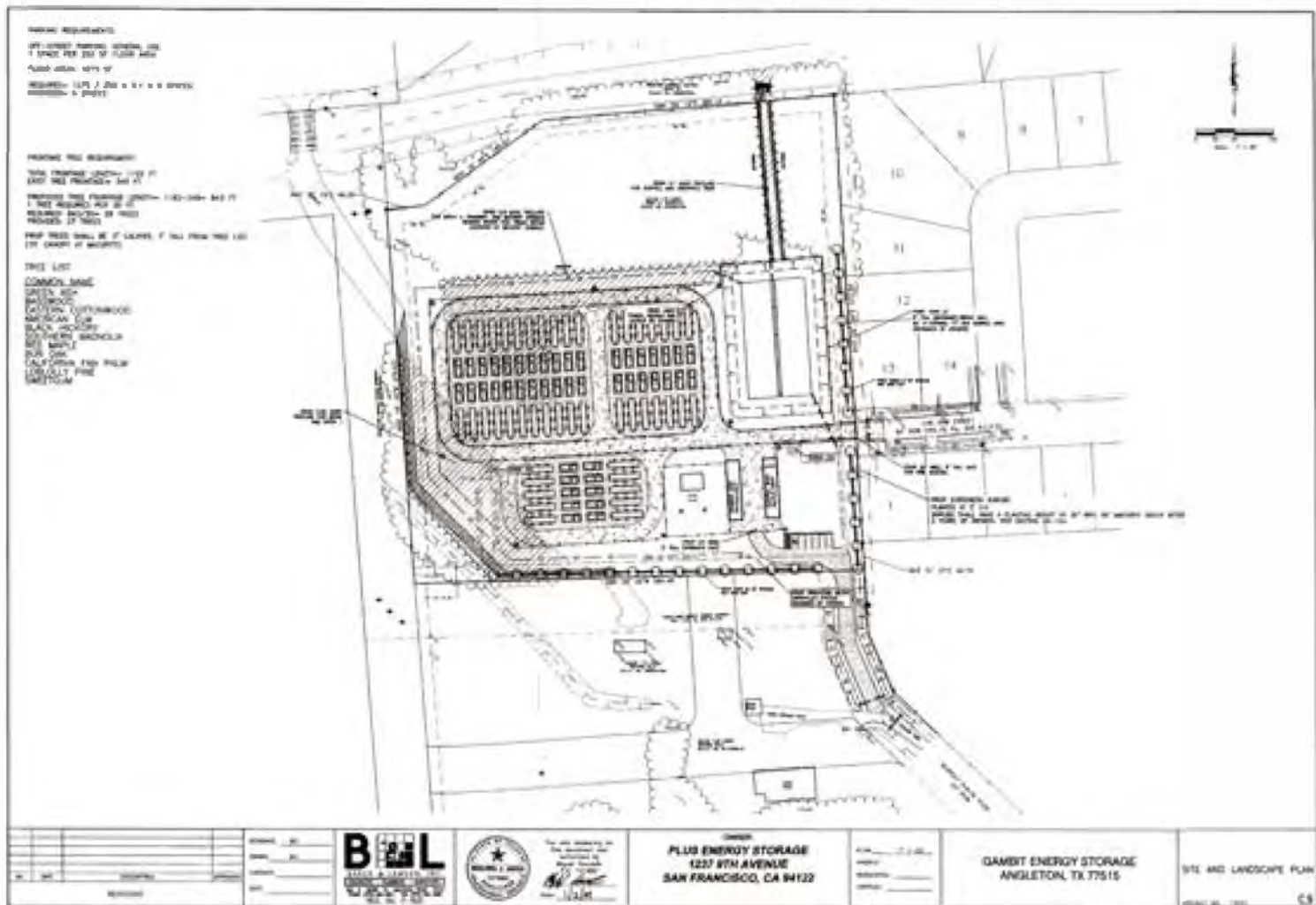
Frances Aguilar, TRMC, CMC
City Secretary



EXHIBIT 2

Exhibit A

EXHIBIT 2



MEMORANDUM

To: Keith Merkel (Plus Power Services, LLC)
From: Mark Storm, INCE Bd. Cert. (Dudek)
Subject: Gambit Battery Energy Storage (Angleton, Texas)
Operational Noise Study
Date: March 25, 2025

Dudek is pleased to present Plus Power Services, LLC (PPS), the following operational noise study for its Gambit Battery Energy Storage Facility (Facility) located in the City of Angleton, Texas (City). This memorandum (memo) presents quantitative results of operational sound pressure level (SPL) data measured at the Facility site from February 19, 2025 to February 24, 2025 and compares these findings with the acoustical goals articulated in the Specific Use Permit (SUP) and associated Ordinances approving the SUP. Measurement locations of this recent field survey approximated those utilized for the 24-hour outdoor background sound level survey performed from February 12-13, 2020 to quantify the pre-Facility (a.k.a., baseline) conditions. Following an executive summary below, the contents of this memorandum are as follows: Introduction and Background, Operation-Period Sound Level Surveys, Conclusion, References, and Preparer Biography.

Executive Summary

Having previously performed a baseline sound level survey of the Project vicinity in 2020 and thus prior to Facility construction, Dudek was hired to conduct a new sound level survey in response to a new requirement the City of Angleton included in an amended Specific Use Permit and corresponding Ordinance to authorize installation of a noise and visual barrier at the Facility. Dudek conducted this study, as detailed herein, to compare Facility operational sound emission to the baseline conditions established in 2020. The results of the comparison indicate that the sound emitted during Facility operations are compliant with the SUP.

1 Introduction and Background

1.1 Project Setting

As shown by Exhibit A, the Facility is located in Angleton, TX on a site at the western terminus of W. Live Oak Street, approximately a half-mile east-northeast of the Texas State Route 288 and Route 35 (W. Mulberry Street) interchange and surrounded by a mix of overhead electric transmission lines, undeveloped land, and residential land uses, such as homes to the north along Spreading Oaks Drive and to the east on W. Live Oak Street.

Exhibit 3

Gambit Battery Energy Storage (Angleton, Texas)

Operational Noise Study

March 25, 2025

Page 2

Exhibit A. Vicinity of Facility site (subsequent Exhibit B bounded with light blue dashes) in Angleton, TX



Sources: Google 2024

1.2 Facility Description

Surrounded by an 8-foot-tall perimeter CMU wall, the Facility features eighty-one (81) battery containers with cooling fans, forty-one (41) medium-voltage transformers, and an onsite Main Power Transformer that connects to an offsite electrical substation approximately a quarter mile west on N. Walker Street. Exhibit B presents an aerial view of the site, prior to onsite erection of an 18'-tall L-shaped noise-reducing wall.

Exhibit 3

Gambit Battery Energy Storage (Angleton, Texas)

Operational Noise Study

March 25, 2025

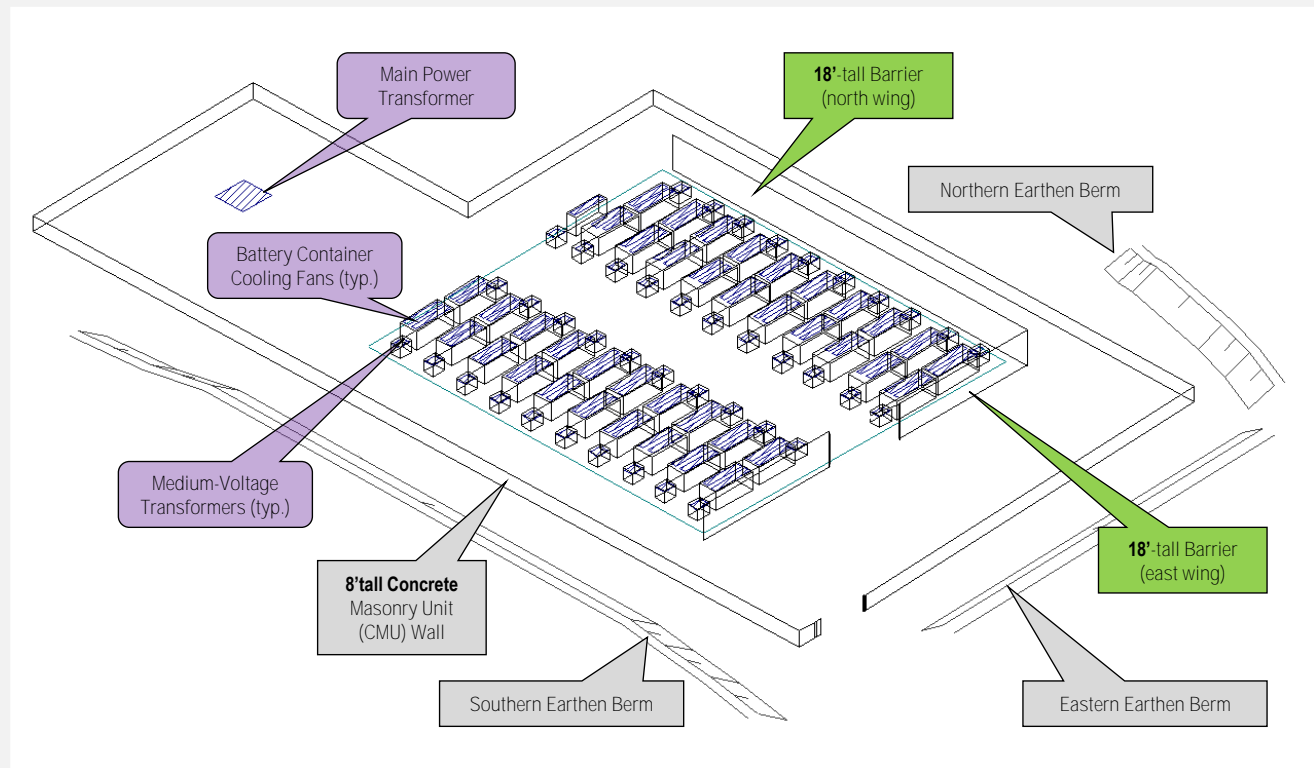
Page 3

Exhibit B. Location of Facility site and adjoining existing land uses (prior to new noise barrier)



Sources: Google 2024

In early 2025, an 18'-tall L-shaped noise and visual barrier was constructed onsite. Exhibit C provides an isometric view of a three-dimensional rendering that illustrates the approximate location of the barrier installed, including the north wing and the east wing relative to other Facility features and their surroundings.

Exhibit C. Approximate locations of the L-shaped onsite barriers installed at the Facility

Sources: Dudek 2024

1.3 Acoustical Fundamentals

Although the terms may be used interchangeably in the right context, “sound” is defined as any gas or fluid pressure variation detected by the human ear, and “noise” is unwanted sound. The preferred unit for measuring sound is the decibel (dB), which by way of expressing the ratio of sound pressures to a reference value logarithmically enables a wide range of audible sound to be evaluated and discussed conveniently. On the low end of this range, zero dB is not the absence of sound energy, but instead corresponds approximately to the threshold of average healthy human hearing; and, on the upper end, 120–140 dB corresponds to an average person’s threshold of pain.

The human ear is not equally responsive to all frequencies of the audible sound spectrum. An electronic filter is normally used when taking noise measurements that de-emphasizes certain frequencies in a manner that mimics the human ear’s response to sound; this method is referred to as A-weighting. Sound levels expressed under the A-weighted system are often designated “dBA.” All sound levels discussed in this report are A-weighted.

The equivalent continuous sound level (L_{eq}) is a single dB value which, if held constant during the specified time period, would represent the same total acoustical energy of a fluctuating noise level over that same time period. Percentile-exceed sound levels (L_{xx}) represent the sound level exceeded for a cumulative percentage of a specified period; for example, L_{90} (“L-ninety”) is the sound level exceeded 90% of the time.

The L_{90} value is used herein as an industry-recognized way to help distinguish the acoustical contribution of aggregate Facility operation noise from the amalgam of sound sources (both near and far) comprising the measurable ambient environmental as detected by a sound level meter. In other words, and as stated by the Federal Highway Administration: “Where the noise emissions from a source of interest are constant (such as noise from a fan, air conditioner or pool pump) and the ambient noise level has a degree of variability (for example, due to traffic noise), the L_{90} descriptor may adequately describe the noise source.” (FHWA 2017)

1.4 Acoustical Compliance Criteria

Condition F of the original SUP required a sound study (“baseline study”) be performed “to determine the ambient noise level prior to the installation of the project.” The baseline study was completed in 2020, with measured SPL at three locations (East, South, and North) collected over a concurrent 24-hour period from February 12, 2020 to February 13, 2020 that yielded energy-averaged day-night sound levels (L_{dn}) of 55.8 dBA, 58.3 dBA, and 56.6 dBA, respectively. No baseline SPL measurement was performed west of the proposed Facility site. Ordinance 20240326-005, which authorized amendment of the SUP, required that additional sound decibel monitoring be conducted at the Facility during operations, and further stipulated that operation of the Facility not exceed the baseline noise study results.

The L_{dn} values from the baseline study represent the “ambient noise level prior to installation of the project” and quantitatively define the threshold of “shall be no louder” with respect to aggregate Facility operation noise “as measured at 100 feet outside the parcel boundary and the nearest existing receptor” as required in the Specific Use Permit approved in Ordinance 20240326-005. The next section describes the operational-period sound level surveys conducted in early 2025 in response to the SUP modification.

The day-night sound level (L_{dn}) acoustical descriptor used herein is defined by the U.S. Environmental Protection Agency (EPA) as the A-weighted average sound level in decibels (re: 20 micropascals) during a 24-hour period with a 10 dB weighting applied to nighttime (i.e., from 10:00 p.m. to 7:00 a.m.) sound levels (EPA 1974).

2 Operation-Period Sound Level Surveys

Dudek deployed three unattended sound level monitors (SLM) that collected SPL data in successive one-minute intervals continuously over a 68-hour duration from 4:00 p.m. (Central Standard Time [CST]) on February 19, 2025 to 10:00 a.m. CST on February 22, 2025 (Exhibit D). The survey duration included a period during an Electric Reliability Council of Texas (ERCOT) extreme cold-weather advisory, which commenced on February 19, 2025 and concluded at noon CST on February 21, 2025. The SLMs were retrieved in advance of forecasted precipitation that occurred in the Facility vicinity on Sunday, February 23, 2025. The three SLM were redeployed on February 23, 2025 after the precipitation at the same survey locations and re-activated to continue sound level monitoring that included a full 24-hour period from 2:00 p.m. on February 23, 2025 to 2:00 p.m. on February 24, 2025. The Gambit Energy Storage Facility was operational throughout the testing.

The deployed SLM were SoftdB “Piccolo II” models, which are American National Standards Institute (ANSI) Type 2 instruments expected to have a ± 3 dB tolerance. Each SLM was contained within a protective weather-resistant outdoor enclosure, from which the SLM wind-screened microphone could protrude to be adequately exposed to the

Exhibit 3

Gambit Battery Energy Storage (Angleton, Texas)

Operational Noise Study

March 25, 2025

Page 6

environment for SPL measurement. The enclosures were secured, via coated cables and padlocks, to fixed features (e.g., trees) around the Facility. The monitoring locations to the East and South of the Facility were approximately along the property boundary in those directions, while the monitoring location to the North was within the property boundary.

Exhibit D. Outdoor Ambient Sound Level Survey Locations



Sources: Google Earth 2025; Dudek 2025

When active, Facility operation noise, including cooling fans, is one of many acoustical contributors to the outdoor ambient sound environment as measured by the unattended sound level monitors; and, because of the proximity of these SLM around the Facility and due to its steady-state operating characteristics, its aggregate noise emission can be evaluated with the L_{90} statistical descriptor. This is consistent with FHWA guidance as mentioned in Section 1.3. Table 1 summarizes the 24-hour L_{dn} values calculated from hourly L_{90} at each of the three long-term monitor positions (east, south, and north) as appearing in Exhibit D.

Table 1. February 19-24, 2025 Unattended SPL Monitoring of Facility Operations

Date (mm/dd/yyyy) and Starting Hour (hh:mm, CST) of 24-hour Period	East Survey Position (L _{dn} , dBA)	South Survey Position (L _{dn} , dBA)	North Survey Position (L _{dn} , dBA)
02/19/2025, 4:00 p.m.	51.4	52.8	54.7
02/20/2025, 10:00 a.m.	46.8	46.8	50.5
02/21/2025, 10:00 a.m.	48.0	48.4	51.2
02/23/2025, noon	50.7	53.8	54.2
SUP threshold (L _{dn} Limit)*	55.8	58.3	56.6
Compliance?	yes	yes	yes

Source: Dudek 2025.

Notes: L_{dn} = 24-hour day-night sound level; dBA = A-weighted decibel; SUP = specific use permit; CST = central standard time.

*As established by 24-hour background sound level monitoring in February 12-13, 2020 prior to Facility installation. No monitoring was performed west of the proposed Facility site in 2020.

3 Conclusion

The SUP states that the noise emitted from the Facility shall be no louder at “100 feet outside of the parcel boundary and the nearest existing receptor.” As shown in Table 1, measured 24-hour L_{dn} values collected during the monitoring period in February 2025 are below the SUP thresholds and therefore compliant with the SUP and corresponding Ordinance. Given the location of each monitoring position was closer to the Facility than the required compliance points 100 feet outside the parcel boundary and nearest existing receptor, sound measurements would be even lower at those locations identified in the Ordinance as propagated sound dissipates with distance.

4 References

Federal Highway Administration (FHWA). 2017. Sound Level Descriptors. FHWA-HEP-17-053. Updated May 26th. Accessed August 25, 2022 at https://www.fhwa.dot.gov/Environment/noise/resources/sound_descr.cfm

U.S. Environmental Protection Agency (EPA). 1974. Information On Levels Of Environmental Noise Requisite To Protect Public Health and Welfare With An Adequate Margin Of Safety. Office of Noise Abatement and Control. March. Accessed March 17, 2025 at <https://nepis.epa.gov>.

5 Preparer Biography

This technical memo has been prepared by Mark Storm, an Institute of Noise Control Engineering (INCE) Board Certified member and the Acoustic Services Manager within the Environmental Technical Group at Dudek. Prior to joining Dudek in 2018, Mr. Storm was a senior acoustician with URS Corporation (acquired by AECOM in 2016) for twelve years after a decade that included noise control and sound abatement design leadership roles with HVAC and sound attenuation product manufacturers. He currently leads a team of full-time acousticians, including those who have contributed to the preparation of content (e.g., field-collected SPL data) presented herein.

Dudek trusts that the results and findings presented in this technical memo meet your needs for the Facility at this time. Should you have any questions or would like to discuss the data and findings herein, please do not hesitate to contact Mr. Storm at the contact information below.

Sincerely,



Mark Storm, INCE Bd. Cert.
Acoustic Services Manager
760-479-4297
mstorm@dudek.com

ORDINANCE NO. 20240326-005

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS,
APPROVING A SITE PLAN MODIFICATION OF
SPECIFIC USE PERMIT TO ALLOW FOR THE
INSTALLATION OF AN 18-FT. ACOUSTIC FENCE
WITHIN THE GAMBIT ENERGY STORAGE PARK;
PROVIDING A SEVERABILITY CLAUSE; PROVIDING A
PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, On March 7, 2024, the City of Angleton Planning & Zoning Commission held a public hearing to consider a modification of a Specific Use Permit (SUP), submitted by, Gambit Energy Storage, LLC to allow for the installation of a proposed eighteen (18') foot high density acoustical fence at an existing energy storage park on an approximately 7.7 acre parcel identified by Property ID 570367, located at 319 Murray Ranch Road, Angleton, Texas; and

WHEREAS, On January 14, 2020 the City of Angleton city council granted a Specific Use Permit and adopted Ordinance No. 20200114-004 permitting for the construction and operation of an energy storage park by Gambit Energy Storage LLC; and

WHEREAS, on March 7, 2024, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the application to amend the SUP to construct an eighteen (18') foot high density acoustic fence to reduce noise levels at the existing energy storage park, located at 319 Murray Ranch Road, Angleton, Texas with zoning of Single-family residential 7.2 District (SF-7.2), and the written recommendation of staff, responses to questions of the applicant regarding the proposed modification, construction, and operation of an acoustic fence at the energy storage park; and

WHEREAS, on March 26, 2024, the City of Angleton City Council conducted a public hearing, discussed, and considered the written recommendation of staff and the final report of the Planning and Zoning Commission, regarding the application to amend the SUP to construct an eighteen (18') foot high density acoustic fence to reduce noise levels at the Gambit Energy Storage Park, located at 319 Murray Ranch Road, Angleton, Texas with zoning of Single-family residential 7.2 District (SF-7.2),; and

WHEREAS, the City considered the requirements set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Section 28-107, Performance Standards, Chapter 28 Zoning, Section 28-63 Specific Use Permits, and the application for modification of the SUP, submitted by Gambit Energy Storage, LLC; and

WHEREAS, the City Council desires to grant the site plan modification of the SUP submitted by Gambit Energy Storage, LLC to allow for the installation of an eighteen (18') foot high density acoustic fence, to reduce noise levels which is intended to reduce

noise and operate lawfully as set forth in the Planning & Zoning written recommendation and the attached site plan attached hereto; (Attachment A);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. That all of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63, Specific Use Permits (SUP), subject to the following conditions:

1. The height of the proposed high density acoustic fence shall not exceed eighteen (18') feet. All applicable and required building permits shall be applied for and obtained by the applicant.
2. An annual review of the installed high density acoustical fence and a report shall be provided to the City on or before March 26, 2025. Gambit Energy Storage LLC ("Applicant") shall provide sound decibel-monitoring automatic-reporting to the City semi-annually (every 6-months).
3. The sound level emitted from the energy storage facility shall not violate Texas law or the City ordinances and be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under an ERCOT declared emergency wherein ERCOT requests additional resources.
4. All other conditions set forth by Ordinance No. 20200114-004 adopted on January 14, 2020, shall remain in full force.

SECTION 3. *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

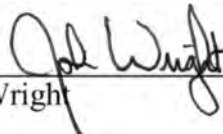
SECTION 5. *Effective date.* That this Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 6. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of the Ordinance occurs shall constitute a separate offense.

SECTION 7. *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS 26th DAY OF MARCH, 2024.

CITY OF ANGLETON, TEXAS



John Wright
Mayor

ATTEST:


Michelle Perez, TRMC
City Secretary



EXHIBIT 5.1

From: [Chris Whittaker](#)
To: [Michelle Perez](#); [Judith ElMasri](#)
Subject: FW: [EXTERNAL] Gambit Energy Storage SUP Modification
Date: Tuesday, March 5, 2024 7:51:38 AM
Attachments: [Municode_Angleton.png](#)
[Plus Power SUP.png](#)

CAUTION: External Email.

From: Erik Daniel <erikdaniel@gmail.com>
Sent: Sunday, March 3, 2024 11:06 PM
To: Cecil Booth <cbooth@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; John Wright <jwright@angleton.tx.us>; Terry Roberts <troberts@angleton.tx.us>; Tanner Sartin <tsartin@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Otis Spriggs <ospriggs@angleton.tx.us>
Subject: [EXTERNAL] Gambit Energy Storage SUP Modification

Greetings Mayor and Angleton City Council-

My name is Erik Daniel and I live at [872 Spreading Oaks Drive](#). I am writing to you about the Gambit Energy Storage project that borders my neighborhood and their request to modify the existing Specific Use Permit (SUP) described in Ordinance No. 20200114-004. The purpose of this e-mail is to communicate a few pieces of information related to their original SUP, and the modifications they are proposing to the SUP.

Purpose of the Battery Energy Storage System

The first thing to mention is that the purpose of the battery energy storage system is to participate in the Texas energy market. Batteries in ERCOT participate in markets two ways, typically: 1. Energy arbitrage (buying electricity when prices are cheap, and selling when prices are high), and 2. Ancillary services (typically responsive reserve service, also known as frequency response). To put this another way, the purpose of the battery is to function like a traditional thermal generation power plant – turning on or increasing their output based on favorable market signals (i.e. to make money).

Practically speaking, what this means is that the battery energy storage system charges from the grid when prices are low, and discharges back to the grid when prices are high, or when the grid frequency falls below specific values. Prices are typically highest during the afternoon hours of the summer months, when demand on the electrical grid is the highest.

EXHIBIT 5.1

Sound Impact

During NORMAL operation, and usually on a daily basis, this means that the battery will be charged and discharged. During charging of the battery energy storage system, the built in cooling system will operate an array of fans in order to keep the system from overheating – and experiencing a thermal runaway, or catching on fire. While charging (normal operation) these fans make noise in excess of the sound levels originally stated by Plus Power representatives – less than 55 decibels at the project boundary.

On my front porch, which is an estimated 750 feet away from the nearest battery container, I can regularly measure sound levels above 60 decibels. This was particularly the case during the summer months of 2023 when temperatures were elevated for an extended period of time. I also note that there are multiple residences on W. Live Oak Rd. and Marshall St. which are less than 300 feet from the battery. I suspect the noise they experience is quite a bit more than my own. Further, the frequency of sound from the fan operation is significantly different and more annoying than traffic noise, railroad noise, or other ambient noises experienced in our neighborhood. My neighbors and I can also routinely hear the fans operate while inside our homes.

To reiterate, the battery system makes noise in excess of the originally stated levels during regular operation, and SIGNIFICANTLY MORE noise during periods when ambient temperatures are elevated above normal. Time averaged ambient noise level from the system is not the problem. Noise from the system during daily charging/discharging is the main problem, whether the ambient temperature is normal or excessive.

Considering the above, the installation of an “acoustic fence” as requested may or may not reduce the noise experienced by residents. If the particular frequency and intensity of sound generated by the cooling system (the fans) during full power rate charging/discharging is accurately captured and recorded, and a fence with the appropriate sound deadening material is specified by someone experienced with this sort of design, then the “acoustic fence” will likely reduce the sound impact. If a fence with arbitrary sound deadening material is specified, then I would not expect it will do much, if anything, to the noise experienced by residents.

Existing Specific Use Permit

Finally, while looking back at the Specific Use Permit that Plus Power received, I note that “Electrical Generating Plant” is prohibited from use in SF-7.2 residential zoning (see attachment Municode_Angleton). I also note that the system was classified on the SUP as “Electrical Substation” and “Electrical Transmission Line” (see attachment

EXHIBIT 5.1

Plus_Power_SUP). While batteries do not generate electricity in the way that a thermal generation power plant does – converting combustible fuels into electricity, this battery does FUNCTION in the same manner as a typical “Electrical Generating Plant” does. Namely, electrical energy is provided to the grid during normal operation of the battery. Further, electrical generating plants, and particularly batteries, pose far greater health and safety risks to residents than typical electrical substations or electrical transmission lines. It may be the case that this site is classified incorrectly and that the Specific Use Permit is invalid. I would encourage a review of relevant codes and ordinances.

Taking into consideration the points mentioned above on the purpose of the battery, the sound impact of the battery, and the existing specific use permit, I would strongly recommend that any modifications to the existing SUP be very carefully considered and only approved when actual proof of meeting the originally proposed noise levels can be demonstrated during normal operation. The official request includes language mentioning “...when required to keep the energy storage park operating safely” which is a way for them to make excessive noise year-round. It seems to me that the project developer is making an attempt to “be a good neighbor” while not doing much that will favorably impact this ongoing nuisance in a demonstrable manner.

With kindest regards,
Erik Daniel

EXHIBIT 5.2

From: [Chris Whittaker](#)
To: [Judith ElMasri](#)
Subject: Fwd: [EXTERNAL] March 26, 2024 council meeting
Date: Tuesday, March 26, 2024 4:55:20 PM
Attachments: [Gambit Energy initial presentation.pdf](#)
[PID requirements.pdf](#)

CAUTION: External Email.

Get [Outlook for iOS](#)

From: chris@chrispeltierhomes.com <chris@chrispeltierhomes.com>
Sent: Tuesday, March 26, 2024 7:53:08 AM
To: John Wright <jwright@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>; Cecil Booth <cbooth@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; Terry Roberts <troberts@angleton.tx.us>; tsartin@angleton.t <tsartin@angleton.t>
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>
Subject: [EXTERNAL] March 26, 2024 council meeting

I want to share some concerns and comments on a couple of agenda items in the 3-26 council meeting.

Public hearing regarding the battery park modification of the Special Use Permit.

The language in Condition F in the modification of the SUP as presented to the Planning and Zoning commissioners was a backdoor to “unlimited noise levels when the temperature was elevated or as needed to operate safely”. I made my opposition clear to the commissioners and they agreed that the only time they can operate outside the parameters of the SUP was when directed by ERCOT during emergency situations.

I did not oppose the building of an 18’ structure with a tarp like sound reduction fabric. I am in favor of anything that reduces the noise level to the legal decibel level stipulated in the SUP and prior conversations. I did suggest that this structure be built according to Inland 1 Windstorm Codes and that TNMP review and approve this project due to its proximity to their substation. My concern was when we have high wind events this 18’ tarp could become airborne and damage the substation or surrounding neighborhoods. It is ironic that the picture in Gambit Energy’s proposal describing what this sound fence would look like, was the large baseball outfield fence at Freedom Park. I am sure you are aware that the outfield fence was brought down in the recent winds. I also shared concerns that this tarp material will stretch due to degradation from UV rays and continued wind pressures. If so, then there will be a flapping sound that will impact the adjoining neighborhoods of Heritage Oaks, Live Oak and Western Avenue. The noise from this facility is not confined to those neighborhoods. I have

EXHIBIT 5.2

registered this sound at Westside Elementary to the south, west to Buccees at Hwy 288 and out to CR 44 past the ACS campus to the north. I feel certain it was heard beyond, but those are the areas I could easily hear the distinct sound of the facility during charging or discharging.

When I presented an advanced copy of the proposal to build this facility to the former Mayor Pro Tem, he agreed this industrial facility should not be allowed in a residential neighborhood. That changed when he saw the property tax revenue this facility would generate. Since it was determined that this was “best for the city”, which rarely equates to what is best for the citizens, the only option available was to make sure it was built and operated as presented. I attended and spoke at every council meeting, public hearing and town hall meeting on the Gambit Energy Park. We were assured this facility would not create sound that could be heard beyond their boundaries. Look at the attachment entitled Gambit Energy initial presentation and read the bottom paragraph titled “What are the noise impacts to the surrounding areas?”. The statement in this paragraph that “the sound level will drop further as a function of distance from the project boundary, and be <40db (the sound of water on a window) at 30 meters (100 ft) away, still well far away from any residences”. That document and this language was instrumental in the negotiations for this project.

It is my suggestion that we enforce the stipulations in the original SUP, other than verifiable ERCOT emergency situations. Since they are wanting to open the SUP for modification, we should consider taking this opportunity to enact penalties for violating agreed upon sound levels. They should install decibel readers at the perimeter of their property that will send a notification to code enforcement anytime they violate them. We cannot continue to place the needs of city tax revenue above the needs of our citizens impacted by those projects the city approves.

Agenda Item regarding Austin Colony extension of the Developers Agreement.

Mr. Rae is seeking an extension of his developers agreement and states that he could start construction in 4-6 months. Based on the current bond conditions, the PID tax on his project will be similar to the tax on the north section of Riverwood Ranch. Those residents will be taxed in the amount of \$93,700 in PID assessments over the 30 year term of the PID. I calculated the total PID tax from the various PID subdivisions in our city including Austin Colony at over \$72,000,000.00. That PID money is leaving our community forever and over 90% of that money is coming from neighborhoods designed for first time home buyers, just as Austin Colony is. Those that live in a PID subdivision will never build up the equity in their home that is essential to grow their personal wealth. I deal with a lot of realtors in my business and have heard descriptions of the PID taxes as “cruel”, “bad look for our city”, and my personal favorite is PIDs are “shackling the homeowners to a lifetime of indebtedness that denies them the benefits of homeownership”. A past president of the Brazoria County Board of Realtors called me 2 weeks ago asking what has happened to our city. She said agents are telling her

EXHIBIT 5.2

that Angleton is now full of “shitty subdivisions with high taxes”. Those were her exact words. This reputational harm is bad for our city. Council has the rare opportunity to choose the legacy you impart on the citizens of Angleton. I hope you consider what is best for our city and our citizens in your decision and deny this request and hope the developers agreement lapses. This will give the new members of council that ran for office on the issue of responsible development an opportunity to negotiate a better deal for our city.

When a real estate scout looks at a city for potential commercial/retail locations, they look at more things than just rooftops. They also look at things like the average income and disposable income to determine if our city meets the criteria for their project. The loss of \$72,000,000.00 in PID taxes reduces the disposable income from the residents in those developments. It also impacts the desirability of our city for particular projects. While the city tax revenue has been great for city hall, our citizens are poorer because of these PIDs. The cost of home ownership in most of these PID subdivisions are the highest in southern Brazoria County. In the higher cost PIDs like Riverwood Ranch and Austin Colony, our residents will be paying the highest taxes in all of Brazoria County. Look at the attachment entitled PID requirements from P3Works and Hilltop Securities and decide for yourself if the city and the developers are following the basic tenets of a PID. Both companies stipulate that a PID development facilitates higher quality projects with better and more amenities than would have been constructed otherwise. And yet, the city did just the opposite and allowed substandard developments that do not meet our minimum zoning requirements. The PID summary also states the city is responsible for disclosing the impact on citizens. The city chose not to provide transparency to our residents, as did the developer. They both passed the buck to the builder who is not even a party to the agreement and has no incentive to do so. I’ve heard from people that bought in the PID neighborhoods who were told that they are paying the same tax as everyone else in the city, others said they were not provided the necessary disclosure, some were not aware they live in a PID neighborhood and what that meant. Realtors have told me similar stories.

Scott Albert, the former city manager told me that the former mayor, Jason Perez gave him a mandate of “rooftops at all cost”. It is reasonable to assume this is the root cause of many of the councils decisions regarding growing the city.

I watched as our council members heard from P3Works, Hilltop Securities and the developer himself about the benefits of high density developments and PIDs. You should not base your decision solely on those who profit from it. I could not understand why council did not want to hear the opinion of others on these matters that will impact our city for generations. I spoke up multiple times at council meetings and town hall meetings but never received even a single word response. County commissioner Linder spoke multiple times about the council “selling the city short”. The P&Z rejected councils projects time after time as they did not meet city standards. It appeared anyone that did not agree with council was silenced. Thank God that mayor Perez was term limited and other council members that ran on responsible development were seated. This one topic galvanized the electorate like no other in recent history.

EXHIBIT 5.2

The opportunity to grow our city comes along once in a generation. We were in the driver's seat with plenty of available land and experienced and knowledgeable P&Z members in place. We had builders lining up to develop in our community. I cannot understand how we went from an enviable once in a generation opportunity to grow our city responsibly to implementing the largest tax increase in our city's history. What we lacked was responsible leadership.

I abhor politics and particularly dirty politics, but if I don't say something, I am just as complicit as those who brought this to our city.

Chris Peltier

EXHIBIT 5.3

From: [Otis Spriggs](#)
To: [Erik Daniel](#)
Cc: [John Wright](#); [Christiene Daniel](#); ttownsend@angleton.tx.us; [Barbara Simmons](#); [Blaine Smith](#); [Tanner Sartin](#); [chris peltier](#); [Grace Garcia](#); [Guadalupe Valdez](#)
Subject: RE: [EXTERNAL] Violation of Code of Ordinances of Gambit Energy Storage park
Date: Wednesday, June 18, 2025 8:23:41 AM

CAUTION: External Email.

Good morning Mr. Daniel,

I am acknowledging receipt of your inquiry below. We are currently working on the questions and interpretation of the Zoning Ordinance with Legal. We will follow up with you once we are complete. Thank you for the links and helpful information below in which we will include.

Best regards.

Otis T. Spriggs, AICP
Director of Development Services
979-849-4364 ext. 2108
www.angleton.tx.us
City of Angleton
121 S. Velasco
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Erik Daniel <erikdaniel@gmail.com>
Sent: Tuesday, June 17, 2025 1:18 PM
To: Otis Spriggs <ospriggs@angleton.tx.us>; Kyle Reynolds <kreynolds@angleton.tx.us>
Cc: John Wright <jwright@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>; Barbara Simmons <bsimmons@angleton.tx.us>; Blaine Smith <bsmith@angleton.tx.us>; Tanner Sartin <tsartin@angleton.tx.us>; chris peltier <chris@chrispeltierhomes.com>
Subject: [EXTERNAL] Violation of Code of Ordinances of Gambit Energy Storage park

EXHIBIT 5.3

Greetings Otis-

My name is Erik Daniel and my address is 872 Spreading Oaks Dr, Angleton, TX 77515.

I am writing to you regarding a serious issue affecting myself and my neighbors near the Gambit Energy Storage project (AKA the battery park). As you are likely aware, this battery has been generating a significant amount of noise lately. The noise is frequent, long lasting, and particularly obnoxious. The noise on my front porch, over 700-feet from the property line, is in excess of the values stated by project representatives through the entire development process.

While looking into the process that Plus Power went through to receive approval to build and operate this project, I discovered that per the City of Angleton Code of Ordinances this project should have never been approved.

The project was developed on property that is currently and has historically been zoned residential. Per the latest Zoning map available on the city website it is zoned: SF-7.2 (Single-Family Residential-7.2 (minimum 7,200 square-foot lots)).

[COA - 4-11-2017-OfficialZoningMap AsAdopted](#)

Per the latest version of the City of Angleton Code of Ordinances within Article IV Section 28-81, Electrical Generating Plants are Prohibited on property zoned residential, with the exception of AG.

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH28ZO_ARTIVUSRE_S28-81USRECH

In meetings with Planning and Zoning and in presentations to City Council, Plus Power was very careful not to refer to the project as an Electrical Generating Plant as that is clearly prohibited per the code. Instead, they suggested it be classified as Electrical Transmission Lines and Electrical Substation. Source: Slide 33 from Townhall on 10 October 2019 [Townhall with Plus Power](#)

Later, Plus Power filed a complete Specific Use Permit that was brought before City Council. The Specific Use Permit beginning on page 65 of the City Council Meeting and Agenda [City of Angleton Agenda-Packet 01142020-780](#). Again, the wording is careful not to describe the project as an Electrical Generating Plant.

Electrical Generating Plants provide energy and ancillary services to the electrical grid and have to register as a Power Generation Company with the Public Utility Commission of Texas.

Shortly after obtaining approval for the SUP, Plus Power registered Gambit as a Power Generation Company with the Public Utility Commission of Texas (PUCT).

EXHIBIT 5.3

Their approval letter can be found here: [Gambit - 50959 4 1073181.PDF](#).

Their current registration with PUCT can be found here: [Gambit - Power Generator Report](#)

Gambit, functioning as an Electric Generating Plant, is presently earning millions of dollars per year providing energy and ancillary services. It is functioning as an Electric Generating Plant on property zoned residential, and in violation of the City of Angleton's Code of Ordinances.

Please advise what can be done about this matter.

Very respectfully,
Erik Daniel

EXHIBIT 6



Control Number: 14406



Item Number: 1054

EXHIBIT 6

RECEIVED
2022 DEC 28 PM 1:37
14406
UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
PUBLIC UTILITY COMMISSION
FILING CLERK

Gambit Energy Storage LLC

)

Docket No. EG23-____-000

**NOTICE OF SELF-CERTIFICATION OF
EXEMPT WHOLESALE GENERATOR STATUS**

Pursuant to the Public Utility Holding Company Act (“PUHCA”) of 2005¹ and Section 366.7 of the regulations of the Federal Energy Regulatory Commission (“Commission”),² Gambit Energy Storage LLC (“Applicant”) hereby submits this notice of self-certification of its status as an exempt wholesale generator (“EWG”) based on its ownership and operation of an approximately 100 MW battery storage facility that is under operation in the town of Angleton, Texas (the “Facility”).

I. DESCRIPTION OF APPLICANT

Applicant is a limited liability company organized under the laws of the State of Delaware with a corporate office located in Houston, TX. Applicant’s sole business is owning and operating the approximately 100 MW Facility, which is comprised of battery modules and associated facilities and equipment necessary for the storage and sale of power at wholesale. The Facility is interconnected with the transmission system owned by Texas-New Mexico Power Co. in the ERCOT region. All of the Facility’s output is sold exclusively at wholesale.

¹ Pub. L. No. 109-58, §§ 1261-1277, 119 Stat. 594, 972-78 (Aug. 8, 2005).

² 18 C.F.R. § 366.7 (2021).

1054

EXHIBIT 6

II. REPRESENTATIONS REGARDING EXEMPT WHOLESALE GENERATOR STATUS

The Commission's regulations require that an EWG be engaged directly or indirectly through one or more affiliates, and exclusively in the business of owning and/or operating one or more eligible facilities and selling electric energy at wholesale. Consistent with the Commission's regulations,³ Applicant makes the following representations to certify that it will meet the requirements for EWG status:

1. Applicant will be engaged directly and exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale.⁴

2. The Facility is an "eligible facility," as defined in Section 32(a)(2) of the PUHCA of 1935, which is incorporated by reference in Section 366.1 of the Commission's regulations⁵ because (i) it will be used for the generation of electric energy exclusively for sale at wholesale;⁶ and (ii) it will include only those limited transmission interconnection facilities that are necessary to connect the Facility to the grid and effectuate its wholesale sales.

3. No rate or charge for or in connection with, the construction of the Facility, or for electric energy produced by the Facility (other than a portion of a rate or charge which represents recovery of the cost of a wholesale rate or charge), was in effect under the laws of any state on

³ See 18 C.F.R. §§ 366.1 and 366.7.

⁴ As a battery energy storage system, the Facility does not generate electric energy. The Commission has found that a battery storage facility can qualify as an "eligible facility" for purposes of EWG status. See *AES ES Westover, LLC*, 131 FERC ¶ 61,008 at P 7 (2010) ("*AES*").

⁵ See 18 C.F.R. § 366.1.

⁶ See *AES*, 131 FERC ¶ 61,008.

EXHIBIT 6

October 24, 1992. Therefore, no determinations by a state commission are necessary for this self-certification to become effective.

4. No portion of the Facility is or will be, owned or operated by an “electric utility company” that is an “affiliate” or “associate company” of Applicant, as Commission regulations define those terms in Section 366.1.⁷

5. Applicant may be engaged in certain activities that are incidental to the generation of electric energy for sale at wholesale to the extent permitted by the Commission. Among other things, Applicant may be engaged in the sale of ancillary services associated with the electricity produced by the Facility. The Commission has determined that the sale of ancillary services associated with an eligible facility are activities incidental to an EWG’s business of owning and operating an eligible facility and selling electricity at wholesale.⁸

6. Applicant does not receive revenues for any other activities, including leases, licenses, or similar arrangements involving the Facility, that go beyond the core functions of an EWG.

III. STATE COMMISSION NOTIFICATION

Concurrently with this filing, Applicant will serve a copy of this self-certification on the Public Utilities Commission of Texas, which is the state regulatory authority of the state in which the Facility is located.⁹

⁷ See 18 C.F.R. § 366.1.

⁸ See *Sithe Framingham, LLC*, 83 FERC ¶ 61,106 (1998) (ancillary services); *Madison Windpower, LLC*, 93 FERC ¶ 61,270 (2000) (RECs). Other incidental activities that Applicant may engage in will be consistent with the Commission’s existing precedent.

⁹ See 18 C.F.R. § 366.7(a).

EXHIBIT 6

IV. COMMUNICATIONS

Applicant requests addressing all communications regarding this filing to the following persons and adding them to the official service list in this proceeding:¹⁰

Bree Maria
Director Asset Management
Plus Power, LLC
1780 Hughes Landing Blvd,
Suite 675
The Woodlands, TX 77380
(323) 872-8093
bmaria@pluspower.com

Tara Young
Plus Power, LLC
1780 Hughes Landing Blvd,
Suite 675
The Woodlands, TX 77380
(702) 524-3700
tyoung@pluspower.com

Julia D. English
Corban A. Coffman
McGuireWoods LLP
888 16th Street, N.W.
Suite 500
Black Lives Matter Plaza
Washington, DC 20006
(202) 857-1706
jenglish@mcguirewoods.com
ccoffman@mcguirewoods.com

V. CONCLUSION

Based on the facts and representations contained herein, Applicant respectfully requests that the Commission accept this Notice of Self-Certification of EWG status.

Respectfully submitted,

/s/ Julia D. English

Julia D. English
Corban A. Coffman

Counsel for Gambit Energy Storage LLC

December 21, 2022

¹⁰ Applicant respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2021), to the extent necessary to permit designation of more than two persons for service on their behalf in these proceedings.

EXHIBIT 6

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the state regulatory authority listed below.

Public Utilities Commission of Texas
1701 N. Congress Avenue
PO Box 13326
Austin, TX 78711-3326

Dated at Washington, D.C., this 21st day of December, 2022.

/s/ Corban A. Coffman
Corban A. Coffman
McGuireWoods LLP
888 16th Street, N.W.
Suite 500
Black Lives Matter Plaza
Washington, DC 20006
(202) 828-2886
ccoffman@mcguirewoods.com



**CITY OF ANGLETON, TEXAS
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, JANUARY 14, 2020, 6:00 P.M.
120 S. CHENANGO STREET ANGLETON, TEXAS 77515**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON TUESDAY, JANUARY 14, 2020, AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor pro-tem Wright called the Council Meeting to order at 6:00 P.M. Mayor pro-tem Wright, Council Member Booth, Council Member Marin, Council Member Sillavan, and Council Member Vasut were present. Mayor Perez was absent.

PLEDGE OF ALLEGIANCE

Council Member Sillavan led the Pledge of Allegiance.

INVOCATION

Council Member Vasut led the invocation.

APPROVAL OF THE MINUTES

- 1. Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of December 10, 2019 and special called meeting of December 19, 2019. Upon a motion by Council Member Vasut and seconded by Council Member Marin, Council approved the minutes of the Angleton City Council regular called meeting of December 10, 2019 and special called meeting of December 19, 2019. The motion passed on a 5-0 vote. Mayor Perez was absent.**

CEREMONIAL PRESENTATIONS

- 2. Presentation of Employee Service Awards.**

3. Presentation to Race Across Angleton Series Finishers & Top Scorers.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Larry Shaefer addressed Council regarding the new trash pickup schedule, boards & commissions, public information requests, and the property that is adjacent to his property.

4. Conduct a public hearing, discussion and possible action on a Special Use Permit (SUP) and related site plan for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy.
Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council opened the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.

The public hearing was conducted and upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council closed the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.

Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-004 with conditions. Mayor Perez was absent.

The conditions were:

1. The Angleton Drainage District approves the Gambit Energy Storage Park drainage plan.
2. Proper documentation is submitted to the City confirming the utility easement running along the properties of Texas New Mexico Power and Mr. Richard Willy has been obtained.
3. Drawings and details are provided to the City for review and approval regarding the proposed masonry screening wall.

An amendment was approved on Council Members Vasut's motion, Council Member Booth's second on a 5-0 vote. Mayor Perez was absent.

The amendment was to insert the following to Section 2, (f) to read:

"A sound study shall be conducted to determine the ambient noise level prior to the installation of the project."

Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-004 with conditions, as amended above. The motion passed on a 5-0 vote. Mayor Perez was absent.

REGULAR AGENDA

5. Discussion and possible action on a Combination Plat (Preliminary/Final) for the Gambit Energy Storage Park.

Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved the Combination Plat (Preliminary/Final) for the Gambit Energy Storage Park, with conditions. The motion passed on a 5-0 vote. Mayor Perez was absent.

The conditions were:

- 1. The Angleton Drainage District approves the Gambit Energy Storage Park drainage plan.**
- 2. Proper documentation is submitted to the City confirming the utility easement running along with the properties of Texas New Mexico Power and Mr. Richard Willy has been obtained.**
- 3. Drawings and details are provided to the City for review and approval regarding the proposed masonry screening wall.**

6. Discussion and possible action on a Combination Plat (Preliminary/Final) and related site plan for a Texas Department of Public Safety Facility at the southeast corner of Anchor Road (aka CR 44) and Henderson Road (aka CR 341).

Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the Combination Plat (Preliminary/Final) and related site plan for a Texas Department of Public Safety Facility, with conditions. The motion passed on a 5-0 vote. Mayor Perez was absent.

The conditions were:

- 1. The developer forwards a final set of drawings to the Angleton Drainage District for their records.**
- 2. Brazoria County reviews and approves the proposed roadway improvements along Anchor Road (CR 44) and driveways. The County's approval shall be submitted to the City for our records.**
- 3. The Owner(s) of the remaining lots for the Angleton Industrial Park that share the common detention pond confirm that the remaining available detention storage is sufficient for the type of development once the design is completed. This is to determine if additional storage is required to be provided due to the increases amount of impervious materials.**
- 4. A final set of civil plans with an engineer seal is filed with the City.**

7. Discussion and possible action regarding a professional services agreement with Freese and Nichols, Inc. for the improvements to the headworks at the Oyster Creek wastewater treatment plant.

Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved a professional services agreement with Freese and Nichols, Inc and

authorized the City Manager to sign the agreement. The motion passed on a 5-0 vote. Mayor Perez was absent.

8. Discussion and possible action regarding Ordinance No. 20200114-008 supplementing Ordinance No. 832 permitting the issuance of bonds for funding of roads and recreational facilities by Rancho Isabella Municipal Utility District.
Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-008. The motion passed on a 5-0 vote. Mayor Perez was absent.
9. Discussion and possible action to approve the purchase of a crash trailer from Sitesafe.
Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the purchase of a crash trailer from Sitesafe, in the amount of \$24,863.77. The motion passed on a 5-0 vote. Mayor Perez was absent.
10. Discussion and possible action to approve the purchase of a 2020 Chevrolet 1500 from Caldwell Country.
Upon a motion by Council Member Vasut and seconded by Council Member Marin, Council approved the purchase of a 2020 Chevrolet 1500 from Caldwell Country, in the amount of \$24,770.00. The motion passed on a 5-0 vote. Mayor Perez was absent.
11. Discussion and possible action to approve the purchase of two tracts of land on Enchanted Oaks Drive in the amount of \$277,277.00 for the purpose of public parkland, abandon the right-of-way south of Lakeside Park; and authorize the City Manager to administer the agreement.
Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved the purchase of two tracts of land on Enchanted Oaks Drive in the amount of \$277,277.00 and authorized the City Manager to administer the agreement. The motion passed on a 5-0 vote. Mayor Perez was absent.
12. Presentation on a compensation and classification study.
No action was taken.

Mayor pro-tem Wright recessed the Council Meeting at 8:40 P.M.

EXECUTIVE SESSION

13. Discussion and possible action to approve appointments to citizen boards and commissions. (Section 551.074 – personnel matters)

Executive Session ended and Mayor pro-tem Wright reconvened the Council Meeting back to order at 8:59 P.M.

13. Discussion and possible action to approve appointments to citizen boards and commissions.
Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the Boards and Commission appointments. The motion passed on a 5-0 vote. Mayor Perez was absent.

Angleton Better Living Corporation

Jason Perez (reappointment)

Angleton Better Living Corporation

Cody Vasut (reappointment)

Angleton Better Living Corporation

George Rau (reappointment)

Angleton Better Living Corporation

Ellen Eby

Board of Adjustments

Marian Goff (reappointment)

Board of Adjustments*

Schwartz-Shaw, Janie

Board of Adjustments-alternate*

Ellen Eby

Board of Adjustments-alternate*

Terry Roberts

Parks & Recreation Board

Chris Peltier (reappointment)

Parks & Recreation Board

Bill Ahlstrom (reappointment)

Parks & Recreation Board

Terry Roberts

Planning & Zoning Commission

Regina Bieri (reappointment)

Planning & Zoning Commission

Travis Townsend (reappointment)

ADJOURNMENT

Mayor pro-tem Wright adjourned the meeting at 9:00 P.M.

These minutes were approved by Angleton City Council on this the 28th day of January 2020 upon a motion by Mayor pro-tem Wright, seconded by Council Member Sillavan. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MARCH 25, 2025 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MARCH 25, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
Mayor Pro-Tem Travis Townsend
Council Member Cecil Booth
Council Member Tanner Sartin
Council Member Christiene Daniel
Vacant Position No. 3

City Manager Chris Whittaker
City Attorney Grady Randle
City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Mayor Wright led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of the Fair Housing Proclamation.

Mayor Wright read the Fair Housing Proclamation. No one was present to accept.

CONSENT AGENDA

Exhibit 8

2. Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025.
3. Discussion and possible action to approve the City of Richwood Animal Services renewal contract.
4. Discussion and possible action to approve Amendment No. 1 to the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project.

Upon a motion by Councilmember Daniel and seconded by Council Member Booth, Council approved the consent agenda items 2. Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025; 3. Discussion and possible action to approve the City of Richwood Animal Services renewal contract; and 4. Discussion and possible action to approve Amendment No. 1 to the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project. The motion passed on a 5-0 vote.

REGULAR AGENDA

5. Presentations by Ardurra/Gunda, Freese & Nichols, and Kimley-Horn on Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated The Texas General Land Office (GLO) Contract NO. 23-160-039-E664, RESILIENT COMMUNITIES PROGRAM (RCP) SUBRECIPIENT AGREEMENT and contract was executed on June 10, 2024. The grant award total is \$270,000. The Contract will terminate on August 31, 2027, or upon completion of the Comprehensive Plan Update and the Building Code Upgrade. The City of Angleton published this RFP Request seeking a well-qualified grant administration and planning service provider(s) to assist the City in the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by GLO. The contract will encompass provision of all project-related services to the City of Angleton, and performance of activities under Grant Administration Services and Planning Activities below. Providers will assist the GLO and/or grant recipients in completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Note that providers and respondents were invited to submit proposals specifically for one individual, or two or more of the services in the contract. The city's review committee consisted of three staff members and two members of the City Council. The Purchasing Agent for the City and Director of the Development Services Department were available to answer any questions from the reviewers, and the top three respondents were invited to give presentations before the City Council in advance of a final decision and selection.

Mindi Snyder, CPA, with Ardurra, presented a PowerPoint presentation.

Ryan Slattery, with Freese and Nichols presented a PowerPoint.

Raul Orozco Jr., AICP, with Kimley-Horn presented a PowerPoint.

No action was taken.

6. Discussion and possible action to award Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved and awarded Ardurra for Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant. The motion passed on a 4-0 vote. Council Member Booth abstained.

7. Update and discussion on the agreement process with Brazoria County for street overlays.

Hector Renteria, Director of Public Works, introduced the agenda item.

Matt Hanks, Brazoria County Engineer, addressed Council and explained the process of the street overlay process. The County does not have the capability of milling but is able to coordinate with a contractor to mill at the expense of the city and the county can come behind them after the milling and overlay up to two miles. Milling and overlay will be for a maximum of two miles.

No action taken.

8. Discussion and possible action on the Capital Improvement Projects (CIP).

Hector Renteria, Director of Public Works, addressed council and stated that the city current projected Capital Improvement Plan will cost approximately \$402 Million (M), in today's dollars. This included necessary replacements, equipment purchases, and new infrastructure for the city's water and sewer systems. One of the factors that drives utility rates to provide a mechanism to plan and fund these upcoming projects. Also, as we plan these projects to replace infrastructure there are emergencies that occur which force repairs, and replacements sooner than planned. As we look back at historical populations, we can see that by 1980 there were 13,929 residents in Angleton. The most recent census puts Angleton at 19,429 residents. Based on this, approximately 72% of Angleton's infrastructure was in place by 1980. The age of this infrastructure has put it all in a need to replace category. Especially since the materials used during this earlier period had much less life expectancy than today's materials. As we are concerned ourselves more today about the replacements of the infrastructure, it is all coming due at a rapid rate. \$7.063M has been spent since 2019-2020 Fiscal Year (FY) on emergency repairs/replacements to infrastructure. This is compared to the \$11.812M that was spent on infrastructure projects in total since the 19-20FY. As we plan and create capital projects, we have infrastructure failures that are occurring as well. This significantly compounds the issue as we are having to address these

immediately. It takes away funding for planned projects and erodes away our reserve funding for future emergencies. The revenue is \$12,429,728 for the 2024-2025 FY, with expenditures at \$12,429,728, this leaves no room for error and won't bolster our fund balance. This is up from revenues in 2023-2024 FY at \$11,174,102 in the 2023-2024 FY with expenditures at \$11,360,836. The budget needs are essential and increase annually based on many factors including the needs of the department, inflation, new regulations, growth, and trying to propel the department forward. There are also many things that we currently don't accomplish that are necessary as well. An example was how we increased the budget to create a hydrant maintenance plan, but we still have a need for a valve maintenance program. Another factor is the city has aging equipment that we are trying to keep up with, whether it's a replacement or the amount we are having to spend to repair it. There have also been transfers to the general fund for the last 3 fiscal years in the amount of \$3,476,085.04. In summary there are many needs across our infrastructure that must be met. It appears that we are at a point where we have infrastructure failing at a faster rate as it is all coming to that age at the same time. This is the reason for the increase in rates to attempt to meet these needs as they arise. We are behind the curve when it comes to maintaining our infrastructure, increasing resiliency, and keeping up with new innovations. It is detrimental that we continuously plan to make improvements annually, whilst also providing a funding source for emergency issues as they arise.

Mayor Wright stated he would like a breakdown of annual cost between water and sewer for maintenance and operation.

Council Member Sartin requested the max gallons the city could use if all the wells were working perfectly.

No action was taken.

9. Update, discussion and possible action on the unspent bonds for Fiscal Year 2024-2025 Budget.

Susie Hernandez, Director of Finance, addressed council and gave the Fiscal Year (FY) 2024-2025 end of the year report on the 2018, 2022, 2024, and emergency bond.

There is a balance of \$722,000 in the 2018 Street Improvement Bond, and a \$2 Million balance in the street fund to be used for the N. Parrish and Silver Saddle Street projects. The total for the project is \$3,403,742. With the 2018 bond and street fund, this project comes up short.

The 2022 bond that covers the King Municipal Operations Center (KMOC), Annex, Fire Station Bays and the 288-project match has a shortfall of \$227,000, but going out for a bond on the 288 match will take care of the 2022 bond.

The 2024 Parks bond is taken care of, and any additional cost will be paid through grants and Angleton Better Living Corporation (ABLC).

Exhibit 8

The Emergency bond money has all been spent. The Federal Emergency Management Agency (FEMA) has awarded reimbursement money, but the city has not received the money.

No action taken.

10. Discussion and possible action on the selection process to fill the vacancy of Council Position No. 3.

Mayor and Council discussed the process to fill Position No. 3 vacancy. Council Members will provide their recommendations to the City Secretary to verify the candidate's qualifications. The candidates will be placed on the April 22 council agenda for Council to discuss and make a decision. Council requested the candidates to attend the April 22 meeting.


COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

The meeting was adjourned at 7:53 P.M.

These minutes were approved by Angleton City Council on this the 8th day of April, 2025.

CITY OF ANGLETON, TEXAS



Travis Townsend
Mayor Pro-Tem

ATTEST:



Michelle Perez, TRMC, CMC
City Secretary

