

INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE
MOCKINGBIRD HILLS PH 2

This **INTERLOCAL AGREEMENT FOR WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE** (“Agreement”) relative to the Mockingbird Hills PH 2 in the City of Joshua is entered into by and between Johnson County Special Utility District (“JCSUD”) and the City of Joshua, Texas (“Joshua” or the “City”), to be effective as of the last date of execution by JCSUD and Joshua (the “Effective Date”). JCSUD and Joshua may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Joshua is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, as amended; and

WHEREAS, on or about [REDACTED], the City approved a planned development for single-family residential development on 53.629 acres, more or less, to be known as the Mockingbird Hills PH 2 (the “Development”), and a legal description of such property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, on or about July 6, 2022, JCSUD approved a planned development for single-family residential development consisting of 149 lot(s), with offsite improvements, to be known as the Mockingbird Hills PH 2 (the “Development”), an overall water facilities layout of said development is attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Joshua may act to take on certain capital projects (the “Projects”) such as roadway extensions or other right-of-way adjustments as designated by Joshua relative to the Development for the intended purpose of improved public access, including but not limited to additional lane capacity, storm drainage improvements, curbing, etc.; and

WHEREAS, such Projects relative to the Development may necessitate the adjustment, removal, and/or relocation of certain water utilities facilities belonging to JCSUD, including but not limited to engineering, easement acquisition costs, and construction to relocate JCSUD utility lines along, within, or across any right-of-way within the City; and

WHEREAS, JCSUD is willing to work with the City to permit the relocation necessary for such projects relative to the Development, according to the terms and conditions set forth herein, including but not limited to reimbursement for any relocation.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

I. RELOCATION

1. Area and Facilities Subject to Relocation. The Parties agree that the Projects relative to the Development will be thoroughly described and defined in any Project plans as submitted along with the City's formal request for relocation of waterline facilities.
2. Responsibility for Construction. The Parties agree that JCSUD shall be responsible for conducting necessary engineering, inspection, and/or surveying of the area to which the water utilities facilities will be relocated, and acquiring easements for the relocation. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction. JCSUD agrees that Joshua may assign the necessary engineering, and/or subcontract any relocation work to any contractor, including to the general contractor selected by Joshua to undertake all or part of the Projects.
3. Construction Notice. After the Effective Date, Joshua agrees to provide written notice authorizing JCSUD to begin performing work for any relocation ("Construction Notice"). JCSUD agrees to perform such work diligently, and to conclude the relocation within one (1) year from the date of JCSUD's receipt of the Construction Notice ("Completion Date"). However, the Completion Date shall be extended for delays caused by events outside JCSUD's control, including but not limited to a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by Joshua, including suspension under Section II of this Agreement, or any third party with JCSUD's ability to proceed with any relocation, or any other event in which JCSUD has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of JCSUD.

II. REIMBURSEMENT

1. Costs. Joshua agrees to reimburse JCSUD for any and all costs associated incurred by it with any water utilities facilities relocation relative to the Development, including, but not limited to, engineering, design, surveying, permitting, legal, and other consulting costs, costs of acquiring easements, oversight costs associated with JCSUD's internal administration and staff, and any and all construction and inspection costs.
 - i. The Parties agree that the estimated costs constitute a reasonable estimate of the costs of any relocation. The Parties acknowledge that the costs may increase or decrease from the total amount but such increase or decrease shall not relieve Joshua of the duty to reimburse JCSUD. If JCSUD anticipates an increase in the estimated costs of more than five percent (5%), then JCSUD or its engineer will provide a change order to Joshua identifying the amount of the anticipated change and the reason for the anticipated change ("Change Order"). JCSUD agrees to use reasonable efforts to provide any Change Order to Joshua within fourteen (14) days of the date that JCSUD, or its engineer, determines that an increase in costs is anticipated.
 - ii. In the event JCSUD elects to assign any relocation construction to Joshua for administration by Joshua's general contractor in accordance with Section I.2. of

this Agreement, the Parties agree that Joshua may pay its general contractor directly rather than reimbursing JCSUD for costs incurred by the general contractor.

- iii. Joshua will not be responsible for the incremental construction costs, as reasonably determined by JCSUD's engineer, resulting from the improvement, upgrading, oversizing, or betterment (the "Betterment") of existing facilities; provided, however, that nothing herein shall prohibit JCSUD from electing to improve or otherwise better its facilities simultaneously with any relocation. The expected incremental construction costs associated with the Betterment shall be listed and itemized in writing by JCSUD.
- iv. Where JCSUD's policies, rules, and procedures, then in effect, require a particular line to be of a different size than the existing line which is subject to relocation (including JCSUD's minimum line size policy), the Parties acknowledge and agree that meeting the requirements of such a policy, rule or procedure will not be considered Betterment and the costs of such change will not be within the Betterment costs.

2. Invoices. JCSUD agrees to account for any relocation costs using JCSUD's established accounting procedures. JCSUD will submit invoices for work performed on an incremental basis throughout any relocation. JCSUD will provide documentation in support of the invoices as reasonably requested in writing by Joshua.

3. Payment of Invoices. Joshua will pay the invoices submitted by JCSUD within thirty (30) days of Joshua's receipt of the invoice. If Joshua disputes any amount of an invoice, Joshua agrees to pay the full amount of the invoice and to submit notice, in writing, to JCSUD of the amount Joshua disputes and the reason for such dispute within thirty (30) days of receipt of the invoice. Invoices for which no such timely notification is received shall be deemed accepted by Joshua as true and correct. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4. Failure to Pay Invoices. Joshua agrees that the failure to pay any invoice within sixty (60) days of receipt of the invoice will constitute a material breach of this Agreement and will entitle JCSUD to all remedies available in law or in equity, including, but not limited to, termination of this Agreement. All late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Joshua shall also reimburse JCSUD for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available, JCSUD shall be entitled to suspend any Project if Joshua fails to pay any invoice when due hereunder and such failure continues for sixty (60) days following written notice thereof.

III. MAINTENANCE

The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and all related facilities as needed to maintain normal operations. Joshua agrees that JCSUD may place, construct, maintain and operate new water utilities facilities for the Development in Joshua's right-of-way or easements; however, in the event that Joshua thereafter desires the relocation of those water utilities facilities, Joshua shall be responsible for the costs associated with such relocation,

and JCSUD and Joshua will coordinate the relocation process. JCSUD may utilize appropriate Joshua contractors or in-house forces on a “cost plus” basis when such use is available without causing delay or harm to Joshua.

IV. BENEFIT

Absent this Agreement, JCSUD would seek to install all distribution/collection lines and related facilities within an easement at every opportunity since JCSUD is subject to the City’s demand to relocate utilities when Joshua engages a capital project where its placement will be in conflict with the existing location of JCSUD’s utilities within the City right-of-way. This Agreement enables JCSUD to comply with the City’s development standards whereby water and sewer facilities are planned and installed within the jurisdictional area of the City and its rights-of-way to optimize land use to the benefit of Joshua and its development planning relative to the Development. Accordingly, Joshua assures that JCSUD water and sewer facilities may be located within the City right-of-way and while other utilities may cross over, Joshua shall ensure no other utilizes run along JCSUD’s facilities closer than two feet (2’) from JCSUD’s facilities so that normal maintenance is not impeded.

V. MISCELLANEOUS

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District
Attn. Peter Kampfer, General Manager
P.O. Box 1390
Joshua, TX 76058
(817) 760-5200

City of Joshua
Attn: Mike Peacock, City Manager
101 S. Main St.
Joshua, TX 76058
(817) 558-7447

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the Projects and any relocation.

3. Disclaimer of Indemnification. The Parties agree that neither of them may indemnify the other under Texas state law for any reason, including any tort or other claim for (i) any injury or death of any person; (ii) any loss or damage to a vehicle or other personal property; or (iii) any loss or damage to any real property.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.
6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.
7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.
9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.
10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.
11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.
12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.
15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed

Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

EXHIBIT A

(Mockingbird Hills Ph 2 Property Legal Description)

BEING A 53.616 ACRE TRACT OF LAND IN THE W. BUYERS SURVEY, ABSTRACT NUMBER 29, SITUATED IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO SRE JOSHUA DEVELOPMENT, RECORDED IN INSTRUMENT NUMBER 2019-6606. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS. THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, AS DERIVED FROM STATIC OBSERVATION AND NOAA/NGS OPUS CALCULATIONS PERFORMED ON MARCH 8, 2019. SAID 53.616 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 27, BLOCK 1, HERITAGE 11, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS AS RECORDED IN VOLUME 2020, PAGE 72, DEED RECORDS, JOHNSON COUNTY, TEXAS AND IN A NORTH LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT;

THENCE NORTH 89°57'13" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 1 AND SAID NORTH LINE, AT A DISTANCE OF 942.52 FEET, PASS A 1/2' IRON ROD WITH PLASTIC CAP STAMPED

"RPLS 4818" FOUND FOR THE SOUTHEAST CORNER OF LOT 15 OF SAID BLOCK 1 AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHARLES WILLIAMS, RECORDED IN VOLUME 967, PAGE 98, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 1195.35 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE SOUTHEAST CORNER OF SAID WILLIAMS TRACT AND THE NORTHEAST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND IN THE WEST LINE OF WINDING CREEK SUBDIVISION, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, RECORDED IN VOLUME 8, PAGE 806, PLAT RECORDS, JOHNSON COUNTY. TEXAS

THENCE SOUTH 00°46'29" WEST, DEPARTING SAID SOUTH AND NORTH LINES AND CONTINUING ALONG AN EAST LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND A WEST LINE OF SAID WINDING CREEK SUBDIVISION AND A WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KTV CADD0 LP, RECORDED IN VOLUME 3445, PAGE 707, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS,

FOR A TOTAL DISTANCE OF 1224.72 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP FOUND FOR THE SOUTHEAST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND IN THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET ROAD NUMBER 917, AN 80 FOOT WIDE RIGHT OF WAY;

THENCE NORTH 89°33'59" WEST, DEPARTING SAID EAST AND WEST LINES AND CONTINUING ALONG A SOUTH LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 796.39 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 6115.75 FEET A CENTRAL ANGLE OF 02°58'45", AND A CHORD OF 317.95 FEET BEARING SOUTH 88°51'18" WEST;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 317.99 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 86°37'23" WEST, CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 75.20 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 87°11'53" WEST, CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 679.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO

SKIP HO AND JULIANNA T.T. HO, RECORDED IN INSTRUMENT NUMBER 2010-18170, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 00°22'11" EAST, ALONG A WEST LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND THE EAST LINE OF SAID HO TRACT, AT A DISTANCE OF 1228.05 FEET PASS THE COMMON EAST CORNER OF SAID HO TRACT AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO STEPHEN WEATHERS, RECORDED IN VOLUME 1382, PAGE 710 DEED RECORDS, JOHNSON COUNTY, TEXAS, DEPARTING SAID EAST LINE OF THE HO TRACT AND CONTINUING ALONG THE EAST LINE OF SAID WEATHERS TRACT, FOR A TOTAL DISTANCE OF 1337.52 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

THENCE DEPARTING SAID EAST AND WEST LINES AND CONTINUING OVER AND ACROSS SAID SRE JOSHUA DEVELOPMENT TRACT, THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°41'03" EAST, A DISTANCE OF 130.82 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

NORTH 44°38'53" EAST, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.50 FEET A CENTRAL ANGLE OF

44°16'42", AND A CHORD OF 45.60 FEET BEARING SOUTH 67°29'28" EAST;

SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 46.75 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 89°37'49" EAST, A DISTANCE OF 239.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.50 FEET A CENTRAL ANGLE OF

08°50'20", AND A CHORD OF 9.32 FEET BEARING NORTH 85°57'01" EAST;

NORTH 89°57'13" EAST, A DISTANCE OF 241.22 FEET TO THE POINT OF BEGINNING AND CONTAINING A

COMPUTED AREA OF 53.616 ACRES, MORE OR LESS.

EXHIBIT B

(Mockingbird Hills Ph 2-JCSUD Approved Water Facilities Layout)

100



SCALE : N.T.S



RAYMON GERGES	128063	09/30/2023
1000 1000 1000 1000	00 00	00 00 00 00



PELTON
LAND SOLUTIONS

PLS PROJECT #: SRJ19001

SHEET INDEX


SH. NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	FINAL PLAN
4	FINAL PLAN
5	OVERALL WATER PLAN
6	W-2 TxDOT ROAD CROSSING
7	OVERALL SEWER PLAN
8	SS-2 & SS-4 PROFILE
9	SS-5 PROFILE
10	SS-6 & SS-7 PROFILE
11	WATER DETAILS
12	WATER DETAILS
13	SANITARY SEWER DETAILS
14	SANITARY SEWER DETAILS
15	STREET C PLAN & PROFILE (0+00 - 0+00)
16	STREET C PLAN & PROFILE (0+00 - END)
17	STREET D PLAN & PROFILE (0+00 - 0+00)
18	STREET D PLAN & PROFILE (0+00 - END)
19	STREET E PLAN & PROFILE
20	STREET F PLAN & PROFILE
21	STREET G PLAN & PROFILE
22	STREET H PLAN & PROFILE
23	STREET I PLAN & PROFILE
24	STREET J PLAN & PROFILE (0+00 - 7+50)
25	STREET K PLAN & PROFILE (7+50 - END)
26	PAVING DETAILS - NCTCOG
27	PAVING DETAILS - TxDOT
28	PAVING DETAIL - TxDOT - TPC2-2(3-18)
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30	GRADING PLAN
31	GRADING PLAN
32	GRADING PLAN
33	GRADING PLAN
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35	PROPOSED DRAINAGE AREA MAP
36	HYDRAULIC CALCULATIONS
37	SDO
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39	SDE (6+50 - END)
40	SDE (0+00 - 9+00)
41	SDE (9+00 - END) SD-F3, SD-F5
42	SD-M
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53	EROSION CONTROL DETAILS
54	EROSION CONTROL DETAILS

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

1-800-444-3377
 972-481-1611
 (817)-710-2000





AT LEAST 14 DAYS BEFORE SHALL CONTACT THE FOLLOWING
 TO OBTAIN THE CONSTRUCTION PLAN TO EXAMINATE THEM IN THEIR OWN
 OFFICE.

LOCAL MAINTENANCE - SANITARY SEWER
 TOWN OF CARROLL
 TOWN OF CARROLL
 TOWN OF CARROLL



SCALE = 1" = 40'

LEGEND

PROPOSED STORM SEWER AND LINE	
PROPOSED SANITARY SEWER LINE	
PROPOSED PUE HYDRAUNT	
EXISTING WATER SERVICE	

NOTES:

1. REFER TO JOHNSON COUNTY'S NON-CONSTRUCTION WATER AND STORMWATER DETAIL.
2. FROM TYPICAL UTILITY LOCATIONS IN RESIDENTIAL AREAS, ALL EXISTING 14" DRAINAGE PIPES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.
3. UTILITIES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.
4. UTILITIES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.
5. UTILITIES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.
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9. UTILITIES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.
10. UTILITIES SHALL BE REPAIRED OR REPLACED WITH 14" DRAINAGE PIPES.

BENCHMARKS

1. BENCHMARK AT THE CORNER OF THE LOT.

2. BENCHMARK AT THE CORNER OF THE LOT.

3. BENCHMARK AT THE CORNER OF THE LOT.

4. BENCHMARK AT THE CORNER OF THE LOT.

5. BENCHMARK AT THE CORNER OF THE LOT.

6. BENCHMARK AT THE CORNER OF THE LOT.

7. BENCHMARK AT THE CORNER OF THE LOT.

8. BENCHMARK AT THE CORNER OF THE LOT.

9. BENCHMARK AT THE CORNER OF THE LOT.

10. BENCHMARK AT THE CORNER OF THE LOT.

PRELIMINARY FOR REVIEW ONLY.

THIS DOCUMENTARY IS FOR REVIEW ONLY AND NOT FOR CONSTRUCTION. NO WARRANTY IS MADE BY THE ENGINEER OR ARCHITECT FOR THE ACCURACY OF THE INFORMATION OR DATA PROVIDED HEREON. THE USER OF THIS DOCUMENTARY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND DATA FOR THE PROJECT.

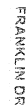
OVERALL WATER PLAN

JOSHUA JOHNSON COUNTY, TEXAS

PELOTON LAND SERVICES

PELOTON LAND SERVICES, INC. 11111 W. 111TH STREET, SUITE 100, OVERLAND PARK, KS 66213-4400
 TEL: 913-666-1111 FAX: 913-666-1112
 WWW.PELOTONLANDSERVICES.COM

DATE: 07/27/2020 PROJECT #: 19-0000001 SHEET: 05 OF 07



FIRST SUBMITTAL

OSSF

OSSF

PRELIMINARY
FOR REVIEW ONLY

PRIOR TO CONSTRUCTION

NO.	DATE
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MOCKINGBIRD HILLS, PHASE 2

OVERALL SEWER PLAN

JOSHUA, JOHNSON COUNTY, TEXAS



REVIEWER: RO	2022	SRJ1001	/
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NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-368-6377
AT&T GAS	872-681-4161
TXU ELECTRIC DELIVERY	1-800-711-8112
JCSUD (WATER - SANITARY SEWER)	(817)-780-6200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

- PROPOSED SANITARY SEWER
- - - EXISTING SANITARY SEWER LINE
- - - PROPOSED WATER LINE AND VALVE
- - - EXISTING WATER LINE
- - - PROPOSED STORM SEWER

NOTES:

- ALL DROP MANHOLES SHALL BE 5 FEET (60 INCHES) IN DIAMETER AND SHALL HAVE AN EXTERIOR DROP CONNECTION.
- CONTRACTOR SHALL PRESURE RATE THE SANITARY SEWER PIPE AT ALL CROSSINGS BETWEEN THE WATERLINE AND THE SANITARY SEWER PIPE IN ACCORDANCE WITH TCEQ REGULATIONS.
- SEPARATION BETWEEN WATERLINE AND SANITARY SEWER CROSSINGS SHALL CONFORM TO TCEQ'S CHAPTER 290.44(a), AND CHAPTER 317.13 APPENDIX E.
- ALL SEWER PIPES ARE TO BE SDR 35 PVC (ASTM D 3034), UNLESS THE FOLLOWING APPLIES:
 - THE DEPTH OF COVER FROM FINAL GRADE TO THE TOP OF THE PIPE IS 10 FEET OR GREATER. IN SUCH CASES SDR 26 PVC (ASTM D 3034) WILL BE USED.
 - WHEN THERE IS A POTABLE WATER LINE THAT CANNOT MAINTAIN A 9 FOOT SEPARATION THEN SDR 26 PVC (ASTM D2241) WILL BE USED AND THE GUIDELINES IN JCOLD WASTEWATER COLLECTION STANDARDS 2019 SUBCHAPTER 1.8
- SEE JCOLD TYPICAL UTILITY SERVICE LOCATION DETAIL AND UTILITY LOCATIONS FOR RESIDENTIAL. REFER TO SHEET 14

BENCHMARKS

BM #1 - 1/8" DIA. IRON ROD
LOCATED 5' EAST OF THE CENTERLINE OF STATE HIGHWAY 174, 27' EAST OF A WHITE WITNESS POST AND 9' SOUTH OF A FENCE LINE.
ELEVATION = 848.27

BM #2 - CENTER OF 60" DIA.
LOCATED APPROX. 34.22' SOUTH OF THE CL OF CAJADO RD AND APPROX. 88' EAST OF THE EAST PROPERTY LINE OF THIS PROJECT.
ELEVATION = 829.22

PRELIMINARY -FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, RECORD, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF,

BRYAN GEORGE 12008 09/03/2024
WATER/SEWER 817 197.587

REV.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2

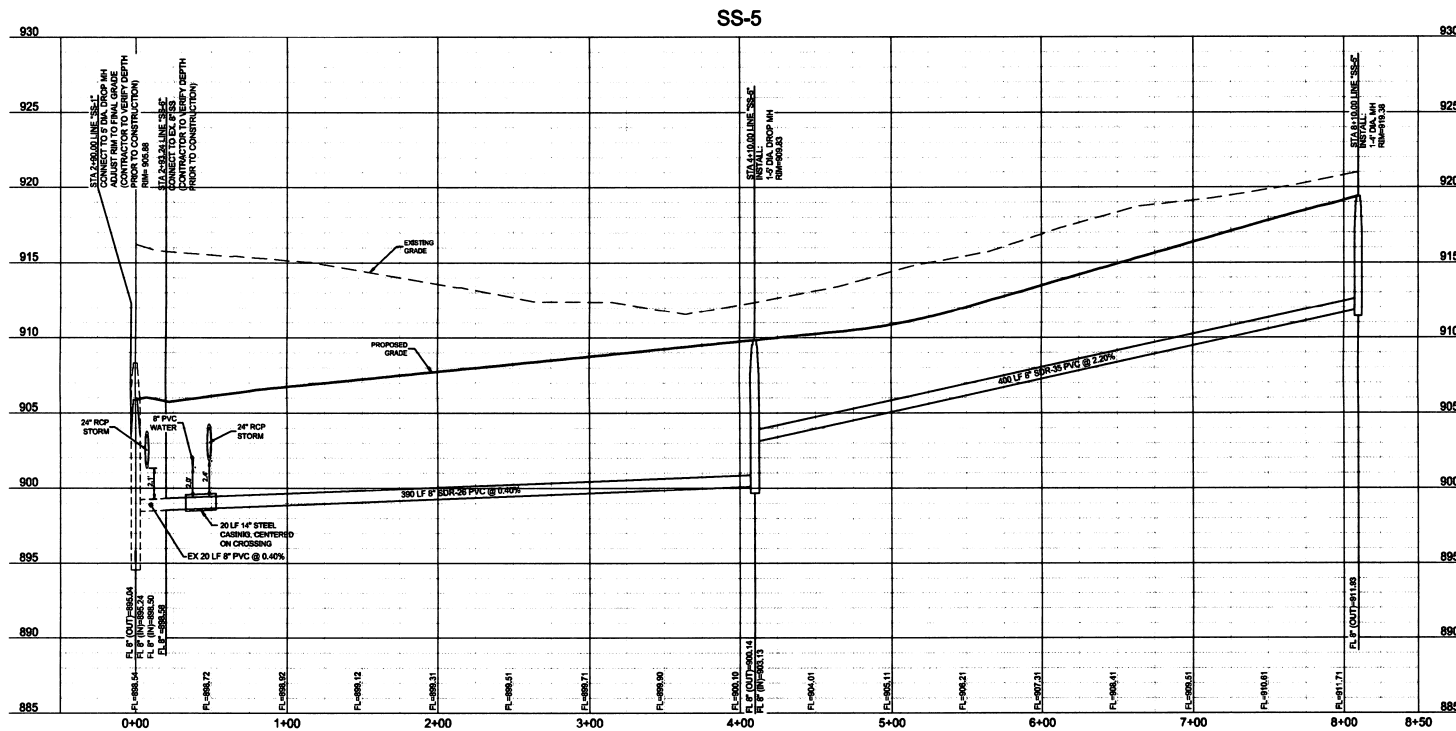
SS-5 PROFILE

JOSHUA, JOHNSON COUNTY, TEXAS



TEXAS REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 1007
800-HILL CIRCLE, SUITE 200, FORT WORTH, TEXAS 76104
2025 EXPIRATION DATE: 07/15/2025

DRAWN: RO	DATE: JULY 2022	PROJECT #	SHEET
DESIGNED: RO		SR19001	9
REVIEWER: RO			



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-6377
AT&T	972-981-4161
TXU ELECTRIC DELIVERY	1-800-711-8112
JCSUD (WATER - SANITARY SEWER)	(817)-760-6200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

- PROPOSED SANITARY SEWER
- - - EXISTING SANITARY SEWER LINE
- PROPOSED WATER LINE AND VALVE
- - - EXISTING WATER LINE
- - - PROPOSED STORM SEWER

- NOTES:**
- ALL DROP MANHOLES SHALL BE 5 FEET (60 INCHES) IN DIAMETER AND SHALL HAVE AN EXTERIOR DROP CONNECTION.
 - CONTRACTOR SHALL PRESSURE RATE THE SANITARY SEWER PIPE AT ALL CROSSINGS BETWEEN THE WATERLINE AND THE SANITARY SEWER PIPE IN ACCORDANCE WITH TCEQ REGULATIONS.
 - SEPARATION BETWEEN WATERLINE AND SANITARY SEWER CROSSINGS SHALL CONFORM TO TCEQ'S CHAPTER 290.44(e) AND CHAPTER 317.13 APPENDIX E.
 - ALL SEWER PIPES ARE TO BE SDR 35 PVC (ASTM D 3034), UNLESS THE FOLLOWING APPLIES:
 - THE DEPTH OF COVER FROM FINAL GRADE TO THE TOP OF THE PIPE IS 10 FEET OR GREATER. IN SUCH CASES SDR 26 PVC (ASTM D 3034) WILL BE USED.
 - WHEN THERE IS A POTABLE WATER LINE THAT CANNOT MAINTAIN A 9 FOOT SEPARATION THEN SDR 26 PVC (ASTM D3241) WILL BE USED AND THE GUIDELINES IN JCSD WASTEWATER COLLECTION STANDARDS 2019 SUBCHAPTER 1.8
 - SEE JCSD TYPICAL UTILITY SERVICE LOCATION DETAIL AND UTILITY LOCATIONS FOR RESIDENTIAL REFER TO SHEET 14

BENCHMARKS

BM #1 - 10588 MON. CS 3076,
LOCATED 57' EAST OF THE
CENTERLINE OF STATE HIGHWAY
174, 27' EAST OF A WHITE
WIRELESS POST AND 9' SOUTH OF
A FENCE LINE.
ELEVATION = 848.32

BM #2 - CENTER OF 884H
LOCATED APPROX. 34.22' SOUTH
OF THE CL OF CADDIS RD AND
APPROX. 145' EAST OF THE EAST
PROPERTY LINE OF THIS
PROJECT.
ELEVATION = 838.22

**PRELIMINARY
FOR REVIEW ONLY**

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND ARE
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES. THEY ARE
PREPARED BY, OR UNDER THE
SUPERVISION OF:

RAYMOND GERRIES 12003 09/20/2021
WY/TP/SP/SP/SP 11/1 10/1/2021

NO.	DATE	REVISION

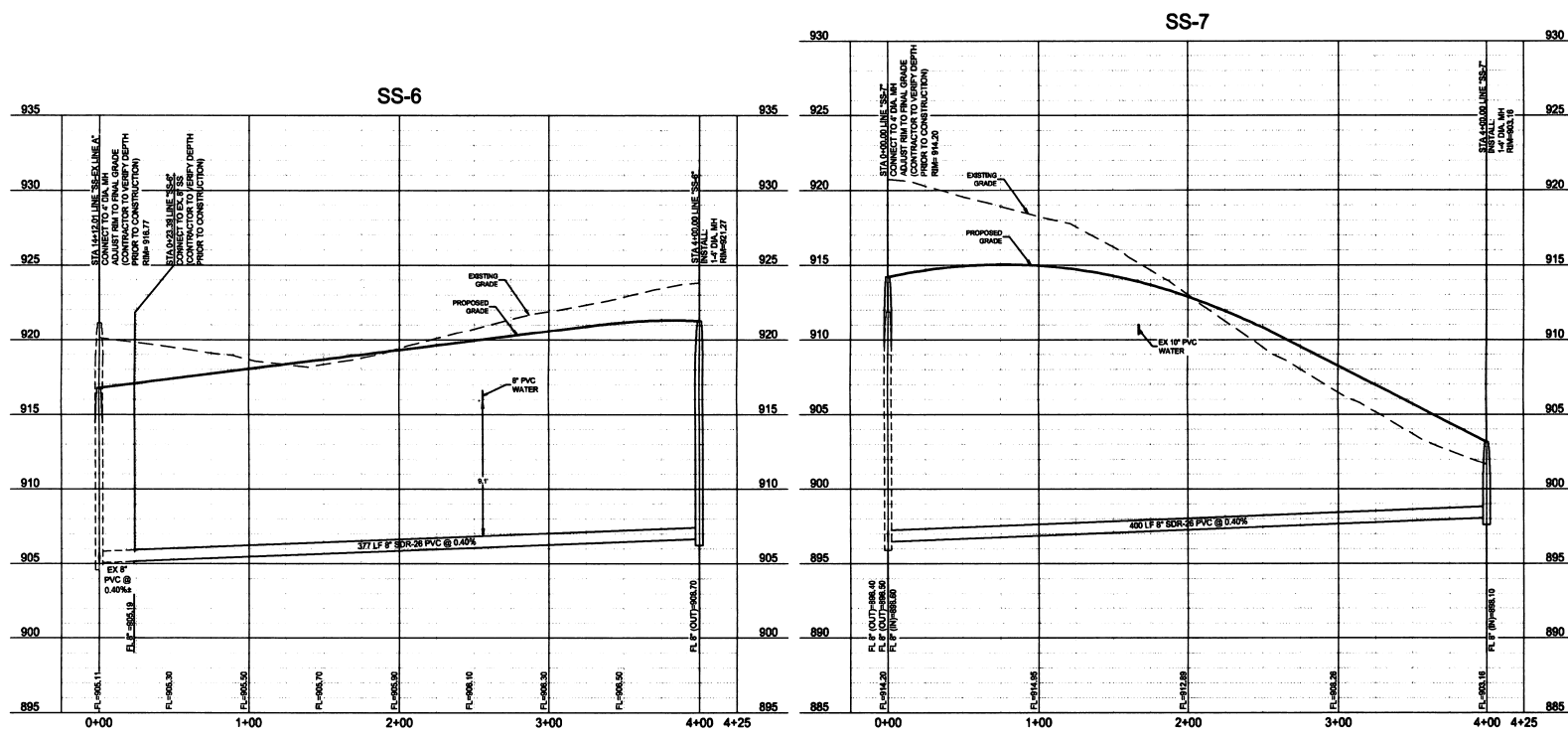
MOCKINGBIRD HILLS, PHASE 2

SS-6 & SS-7 PROFILE

JOSHUA, JOHNSON COUNTY, TEXAS

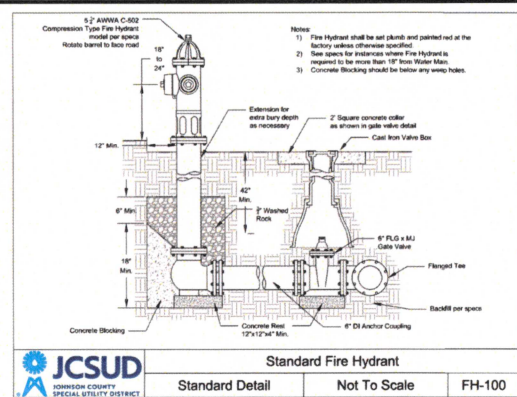
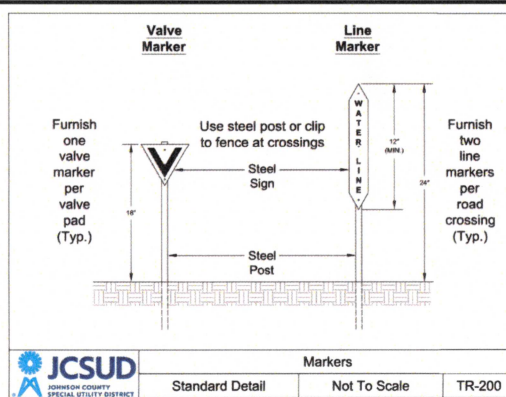


DRAWN: RD	DATE: JUL 2022	PROJECT #: SRJ10001	SHEET: 10
DESIGNED: RD			
REVIEWER: RD			



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 10/1/2021 10:10:10 AM
 RAYMOND GERRIES

MOCKINGBIRD HILLS, PHASE 2



Concrete Street

7.5' min. 5 sack concrete with #3 rebar on 12" centers

Trench width x 12"

Backfill to be select native material compacted to 95% std. density in 6" lifts

Crushed stone 4" lifts or less

Trench width and bedding per spec

Asphalt Street

1" Type A, B, or D HMAAC per spec

RC-202 Tack @ 0.15 Gall/GSY

2" Type D HMAAC per spec

Trench width x 12"

Backfill to be select native material compacted to 95% std. density in 6" lifts

Crushed stone 4" lifts or less

Trench width and bedding per spec

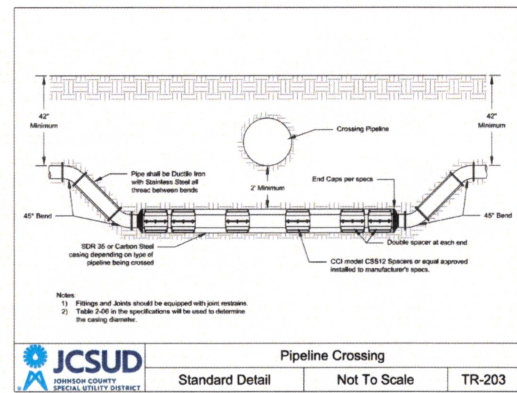
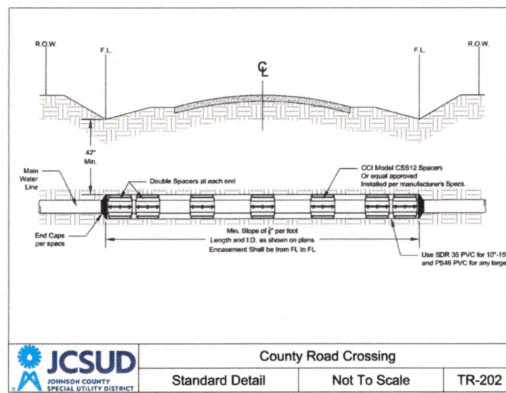
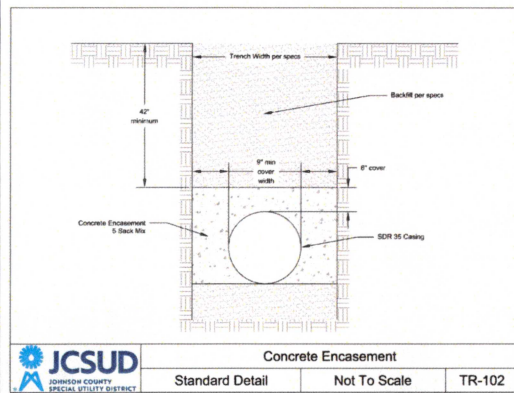
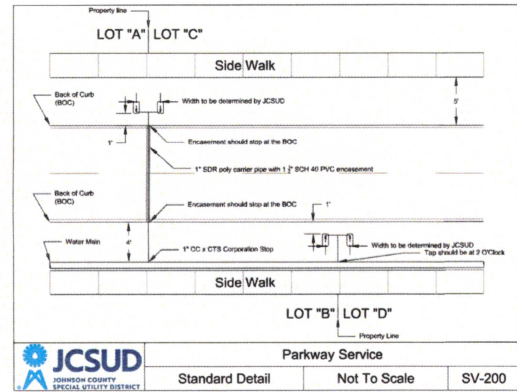
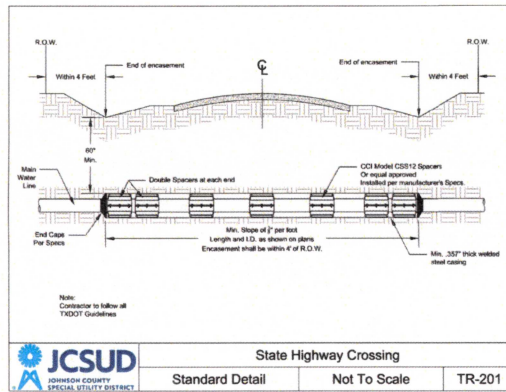
JCSUD
JOHNSON COUNTY
SPECIAL DISTRICT

Backfill and Pavement Repair


Standard Detail

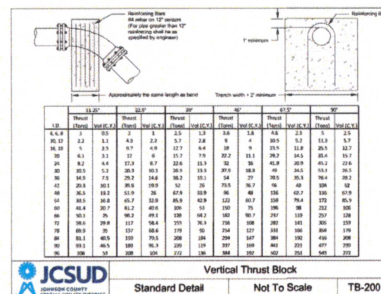
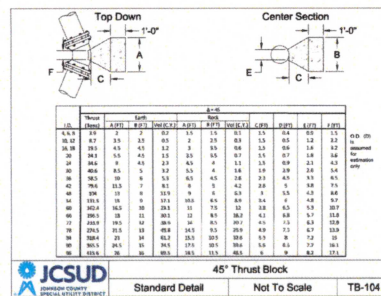
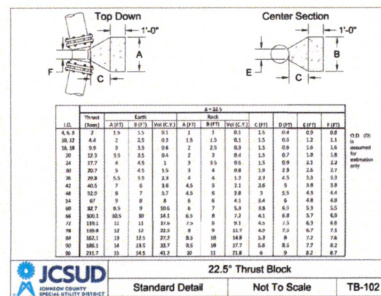
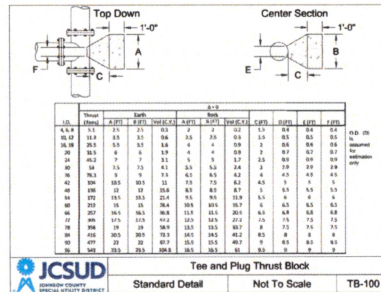
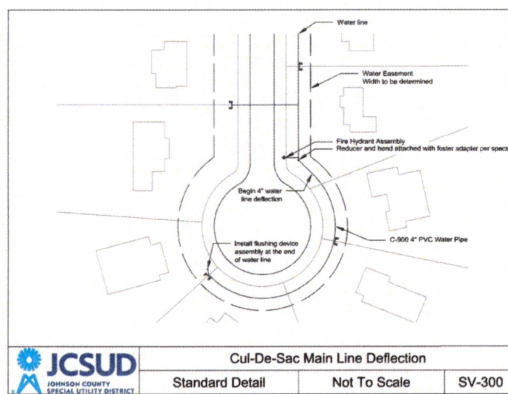
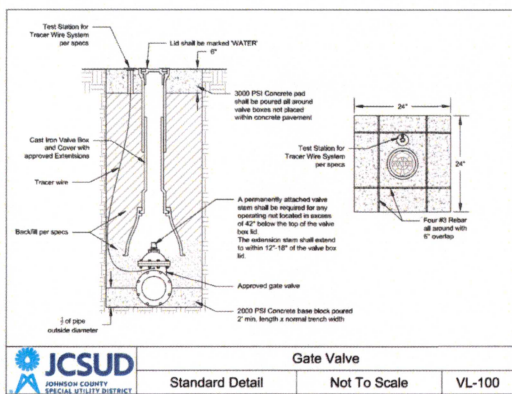
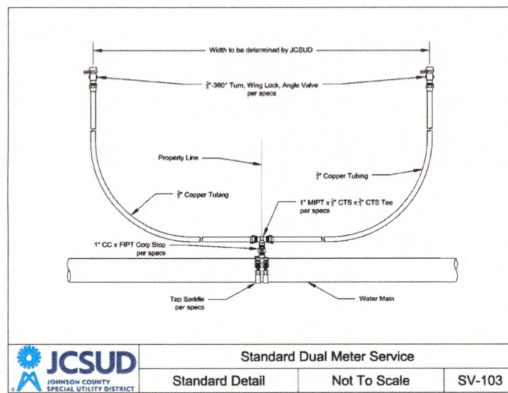
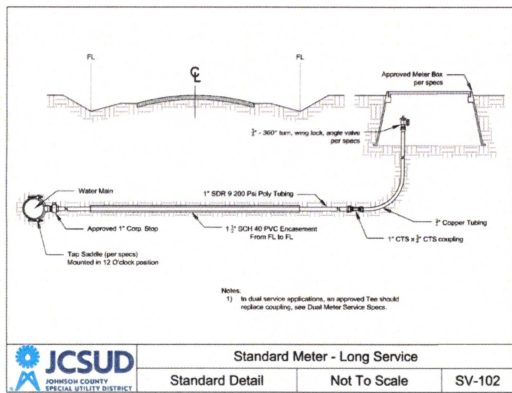
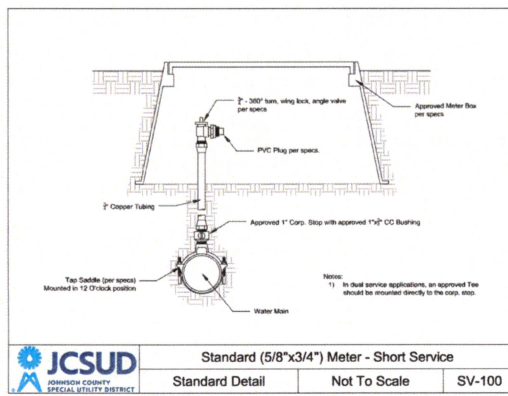
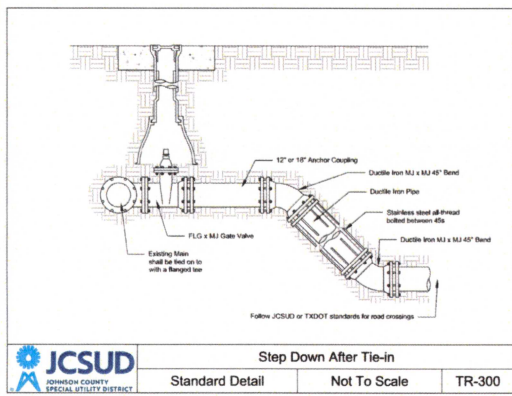
Not To Scale

TR-101



NO.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2				
WATER DETAILS				
JOSHUA, JOHNSON COUNTY, TEXAS				
		TEXAS REGISTERED ENGINEERING FIRM, C057 18014 LUDOW ROAD, SUITE 200 FORT WORTH, TEXAS 76117 JOHN@PELTONLANDSOLUTIONS.COM 817.343.2620		
DRAWN: RG	DATE	PROJECT#	SHEET	
DESIGNED: RG	JULY 2022	SHJ19001	11	
REVIEWER: RG				



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811 1-800-344-8377
ATMOS GAS 972-881-4161
TXU ELECTRIC DELIVERY 1-800-711-9112
JCSUD (WATER - SANITARY SEWER) (817)-760-6200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

BENCHMARKS

BM #1 - USGS MON. CS 2676
LOCATED BY EAST OF THE CENTERLINE OF STATE HIGHWAY 174, 27' EAST OF A WHITE WITNESS POST AND IF SOUTH OF A FENCE LINE.

ELEVATION = 848.32'
BM #1 - CENTER OF 5884'
LOCATED APPROX. 34.22' SOUTH OF THE CL OF CADDO RD AND APPROX. 656' EAST OF THE EAST PROPERTY LINE OF THIS PROJECT.

NO.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2

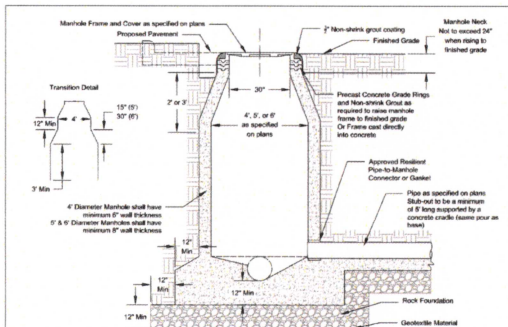
WATER DETAILS

JOSHUA, JOHNSON COUNTY, TEXAS

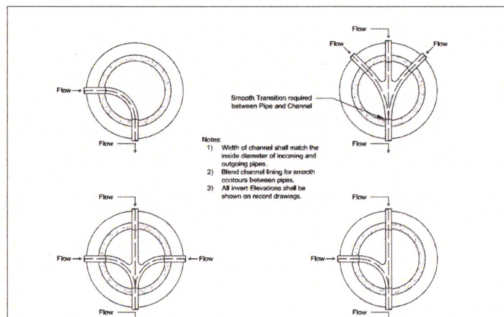
PELTON
LAND SOLUTIONS

TEXAS REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 14026
1802 HILL STREET, SUITE 200, FORT WORTH, TEXAS 76101
FORTH.WORTH@PELTON.COM

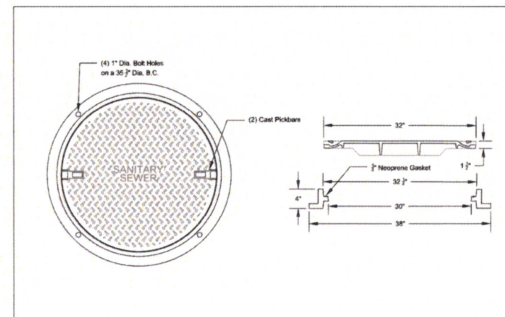
DRAWN: RG	DATE: JUL 7, 2022	PROJECT #: SRJ19001	SHEET: 12
DESIGNED: RG			
REVIEWER: RG			



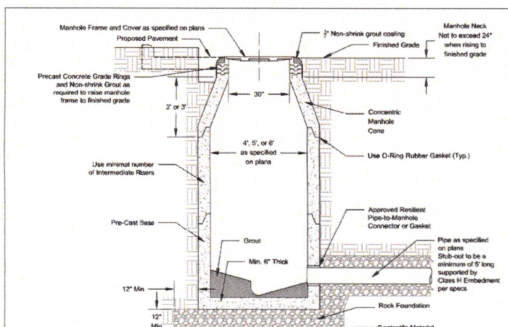
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Standard Detail Not To Scale MH-100



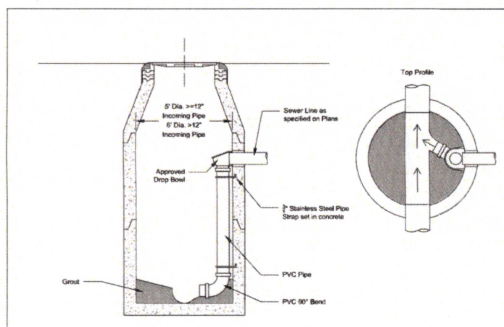
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Standard Detail Not To Scale MH-201



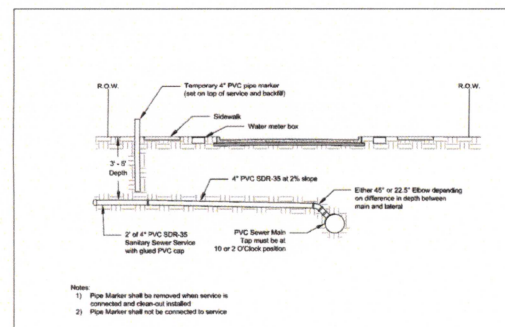
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Standard Detail Not To Scale MH-300



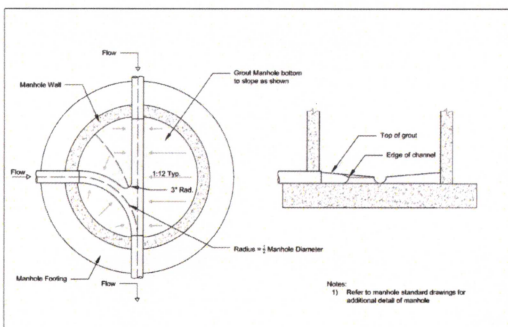
JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale MH-101



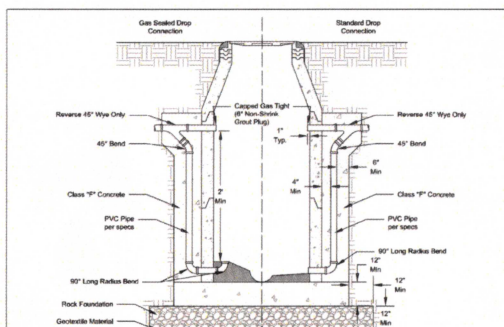
JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale MH-202



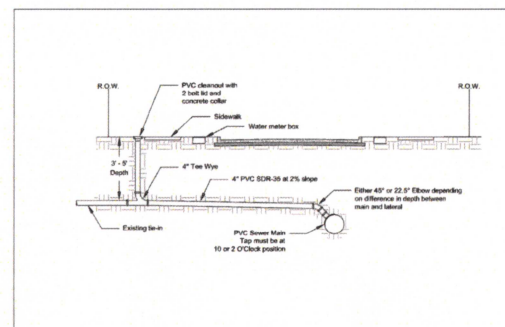
JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale SV-100



JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale MH-200



JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale MH-203



JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT
Standard Detail Not To Scale SV-101

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ATMOS GAS 972-881-4161
TXU ELECTRIC DELIVERY 1-800-711-9112
JCSUD (WATER - SANITARY SEWER) (817)-760-5200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

BENCHMARKS

BM #1 - USGS MON. CS 2075,
LOCATED 57' EAST OF THE
CENTERLINE OF STATE HIGHWAY
17A, 27' EAST OF A WHITE
WITNESS POST AND 9' SOUTH OF
A FENCE LINE.

ELEVATION = 848.20'

BM #2 - CENTER OF 58841
LOCATED APPROX. 34.22' SOUTH
OF THE CL OF CADDO RD AND
APPROX. 54' EAST OF THE EAST
PROPERTY LINE OF THIS
PROJECT.

ELEVATION = 808.22'

NO.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2

SANITARY SEWER DETAILS

JOSHUA, JOHNSON COUNTY, TEXAS



DRAWN: RG	DATE: JULY 2022	PROJECT #	SHEET
DESIGNED: RG		SHJ10001	13
REVIEWER: RG			