August 29, 2023

Mr. Greg Porter
Green Pastures
512-971-9792
gporter@acurban.com

**RE: Green Pastures Phase II Site Utility Planning in Austin, TX**

Dear Mr. Porter:

This letter is to describe steps taken in year 2016 for the utility infrastructure planning for the Green Pastures Restaurant and Hotel Projects. In 2016, Green Pastures underwent a significant renovation in the existing historic building including all new HVAC, major plumbing reworking and all new electrical systems. The existing electrical systems were antiquated and required replacing and upgrading.

At that same time, planning had begun for electrical and natural gas infrastructure to support the future Hotel projects. As such, necessary service requests had been made to Texas Gas Service and Austin Energy. The requests included estimating the loads for electrical and gas needs for all of the existing and future buildings involved. Texas Gas Service had provided a design including an enlarged (4") gas line capable of supporting the restaurant and future hotel buildings. Austin Energy had also provided a design for larger 3phase power service to the site.

Using the designs provided by Texas Gas and Austin Energy, the gas line and electrical infrastructure were upgraded to ensure that the work performed in 2016 would include the necessary infrastructure for the gas and electrical needs for the future hotel buildings at Green Pastures.

Best regards,

Ross Aleman, P.E.

**AYS Engineering, LLC**
411West Main St., Suite 310
Round Rock, TX 78664
512-961-6835

**AC 811 W LIVE OAK, LLC**
600 SABINE ST., STE 210
AUSTIN, TX 78701

1094

88-2360/1119

DATE 4-20-16

CHECK ARMOR

PAY TO THE ORDER OF Austin Energy $ 91,674.82 XX

Ninety one thousand six hundred seventy four and 82/100 DOLLARS

SOUTHSIDEBANK
Member FDIC
southside.com

FOR Electric Service Construction - Thank You
#160393 811 W Live Oak

⑈001094⑈ ⑆111923607⑆ ⑈1701959⑈

Chmiel

**CITY OF AUSTIN, TEXAS**
**RECEIPT FOR PAYMENT OF FUNDS**

**NO.** 24038120

DATE RECEIVED: 4/21/16

RECEIVED FROM: AC 811 W Live Oak, LLC $ 91,674.82

IN PAYMENT FOR: 811 W. Live Oak St. WR# 160393

*AMOUNT VERIFIED BY: New Service CITY OF AUSTIN, TEXAS

| XXXXXX | FUND | AGENCY | ORG | SUB ORG | ACTV | REV/ OBJT | WORKORDER | REPT CATG | B/S ACCT | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| HOW PAID: | XXX | XXX | XXXX | XX | XXXX | XXXX | XXXXXXXX | XXXX | XXXX | XXXXXX |
| CASH ☐ | 3250 | 1107 | 09100 | | 4561 | 4527 | | 2700 | | 91,674.82 |
| CHECK ☑ | | | | | | | | | | |
| MONEY ORDER ☐ | | | | | | | | | | |
| | | Ck # 1094 | | | | | | | | |

11-020
DEPARTMENT

AUTHORIZED SIGNATURE

FIN 7026 Rev 7/90 WHITE - Finance YELLOW - Dept PINK - Employee GOLD - Dept. File

**City of Austin**
Austin Energy

Town Lake Center • 721 Barton Springs Road • Austin, Texas 78704 - 1145

Austin's Community-Owned Electric Utility

March 30, 2016

~~MARK OLSEN~~ Gregory C. Porter

Austin, TX

**ATTENTION:** ~~MARK OLSEN~~ Gregory C. Porter

**SUBJECT:** 811 W. LIVE OAK ST

Dear MARK OLSEN:

Austin Energy will perform work to include NEW SERVICE located at 811 W. LIVE OAK ST associated with Work Request #160393.

The charge for the work to be performed is $91,674.82. This charge is payable at 4411-B Meinardus Drive, Austin, Texas 78744-1835 in advance of the work being issued to construction for scheduling. The above charges are for electric facilities and do not include charges that may be incurred from telephone or television cable companies. The above cost is good for ninety (90) days.

1. Service shall be three-phase, four-wire, 120/208 volts only, in accordance with the City's Electric Utility Criteria Manual.

2. Austin Energy cannot energize any transformer until an easement has been signed by the property owner. The easement must cover all Austin Energy equipment. For additional information concerning easements, please contact Christine Esparza at 322-6112 and reference this Work Request #160393.

3. All metering installations shall be in accordance with Austin Energy's Metering Specifications and the Design Criteria Manual. For additional information concerning metering, please contact the Metering Representative at 505-7045.

4. The customer service point will be the transformer secondary compartment. The customer's secondary must have a full current neutral. Austin Energy will furnish and install all wire and electrical equipment on Austin Energy's side of the customer's service point.

5. Austin Energy's facilities must remain accessible for maintenance and replacement at all times. For information regarding construction scheduling, please contact the Scheduler at 505-7537. In the case of work requiring civil inspection, the customer should allow a minimum of twenty (20) working days for construction scheduling after the inspector has approved the installed infrastructure.

## GENERAL CONDITIONS

1. The Developer shall perform all right-of-way clearing, including tree trimming and removal, necessary to perform trenching and backfill.

2. The minimum width of the trench shall be the sum of the diameters of the conduit plus two (2) inches for each conduit required. The trench shall be of uniform depth, smooth, free of rocks and excess fill material. The trench shall have a maximum depth of 36" for primary and 30" for secondary. Primary conduit shall be a minimum of 30" and a secondary conduit shall be a minimum of 24" as measured from the top of the conduit to the existing grade. All service conduit stub-out length shall be installed to 8 feet from the front property line and 5 feet off the side property line with a minimum backfill cover of 24" to top of the conduit. The trench shall have a minimum width of 4". The end of all service conduits should be plugged.

3. The Developer is required to backfill the trench. Excluding mainline duct banks, sand backfill is required to a level of six (6) inches above the conduit. The remaining backfill may contain course material; however, no rocks or boulders larger than four (4) inches in their greatest dimensions shall be used. The backfill shall be sufficiently graded to contain enough fine material to be essentially free of voids after compaction. The Developer should contact the Telephone and/or Cable Television Companies regarding their backfill requirements if telephone cable and/or TV cable is to be jointly installed with the electric conduit. However, there must be a minimum separation of six (6) inches between electric conduit and communication cables.

4. The Developer shall install all pull boxes and service boxes with the following excavation dimensions:

| | Diameter | Depth | Depth |
|---|---|---|---|
| | | Non-Traffic Type | Traffic Type |
| 18" Service Box | 30" | 52" | 36" |
| 36" Pull box | 60" | 60" | 66" |
| 48" Pull box | 72" | 60" | 66" |

5. The Developer shall also install all transformer pads in accordance with transformer pad details. The pad locations shall be level with a minimum square area as specified by Distribution Design.

6. All service conduit (schedule 40 PVC) stub-outs shall be installed by the Developer/Builder or Property Owner from the meter location to Austin Energy's pull box or transformer. Service conduit installed by Developer/Builder or Property Owner from meter to service conduit stub-outs (from pull box or transformer pad) shall be "in-line" and connected to Austin Energy's stub out, to be exposed by builder. The trench shall have a minimum width of 4". All excavation shall be uniform depth, smooth and free of rocks and excess fill. For inspection of services, before backfill of trench, Developer/Builder or Property Owner should call (512) 505-7604.

7. Austin Energy will provide qualified inspectors on the job site. All inspections of materials and civil work done by the Developer should be coordinated through Inspector at (512) 505-7515.

8. The Developer should schedule and coordinate the installation of electric facilities and other utilities. If the telephone and/or television cable are to occupy the same trench as the electric facilities, the Developer should contact the Telephone and/or Television Cable Companies to schedule the installation of their facilities. The Developer shall bear the cost of repair for any damage to electric facilities occurring after the installation of conduit and prior to backfill by the Developer.

9. Any deviation from the above conditions must be approved by Austin Energy Distribution Design.

10. Contractor must notify Austin Energy's Work Management Inspection Services prior to construction. Contact: Scheduler at (512) 505-7537. Contractors must notify Austin Energy's Distribution Design of any intended changes. Approval must be obtained before the installation can be made.

11. Contractor must contact the Austin Energy Work Management Inspection for inspection of the installation before pouring and backfilling any trench or slabs. Contact: Scheduler at (512) 505-7537. A Minimum of eight hours notification is required.

12. Contractor shall furnish and install transformer slabs, conduit, pull boxes, service boxes, junction boxes, and a #36 nylon pull string in each conduit 3" and below. When 4" and larger conduit is utilized, a 1250 lb. sequential footage marked, lubricated polyester pull tape shall be installed in each conduit.

13. Customer service point shall be as specified in attached letter or drawing.

14. Austin Energy shall furnish and make all connections in transformers. Austin Energy shall furnish and install all primary cable.

15. Minimum clearance in front of transformer pad shall be ten (10) feet. Minimum clearance in back and a clearance minimum on the sides of transformer pad shall be five (5) feet (Except as permitted by Austin Energy's Design Criteria Manual). Parking areas are considered as clearance.

16. Switchgear minimum clearance on all sides requiring access for operation shall by ten (10) feet. Sides not requiring access shall be five (5) feet.

17. All transformer pads shall be located between four (4) to six (6) feet from parking areas/or private roads, unless otherwise specified by Austin Energy. Bollards (guard posts) consisting of four (4) inch schedule 40 galvanized steel posts, are required for all transformers located four (4) feet or less from any parking areas and/or roadways.

18. Plastic conduit shall be terminated with "bell-ends" in pull boxes and service boxes. Steel conduit shall be terminated two (2) inches above transformer slabs with bushings. Plastic conduit shall be terminated one (1) inch above slabs with "bell-ends".

19. Primary and secondary conduit to customer service box or pull box shall be sized as noted on drawing with only two (2) 90-degree bends permitted in each primary or secondary conduit run and with approval of Austin Energy Work Management Inspection. The application of heat to obtain bends will not be accepted. Only preformed bends may be used.

20. All conduits stubbed up at pole risers shall be galvanized rigid steel with a three (3) inch minimum encasement. Building risers may be schedule 80 PVC or rigid steel.

21. All primary conduits, except those designated in residential developments and those that are galvanized rigid steel, shall be concrete encased a minimum of two (2) inches. All apartment secondary service conduits shall be installed with sand backfill with a four (4) inch minimum cap. Backfill material and specifications for primary conduits must meet current Austin Energy construction standards.

22. All utilities shown are approximate unless an exact dimension or measurement is indicated on attached drawings. Contractor shall verify exact locations in the field with utility company inspectors.

23. Metering shall be in accordance with the City of Austin Electric Utility Department Criteria Manual. Contact Meter Inspection at (512) 505-7068, Kramer Lane Service Center.

24. Forty-eight (48) inch pull boxes shall be required whenever it is necessary to stack two (2) pullboxes.

25. All civil infrastructure installed by the developer prior to the point of delivery will become the property of Austin Energy upon completion of the job including but not limited to all conduit in a duct bank, equipment pads, manholes, and pull boxes. For more information, view our design criteria manual at Austin Energy Design Criteria Manual (http://www.austinenergy.com/go/designManual).

# STAKING UNDERGROUND ELECTRIC FACILITIES

I. Easements

A. On plats, prior to platting process include easement on plat

B. Separate instrument - provide easements after platting

1. Easements will have Exhibit "A", metes and bound description of easement, signed by a registered surveyor with seal and Exhibit "B" showing a sketch of easement and monumentation found with easement tied to found monumentation and bearing basis shown.

II. Staking

A. The Scheduler at (512) 505-7537, shall be notified when staking is complete for field verification by an inspector.

B. All field staking of underground electric will be on centerline and offset with stakes marked as such.

1. All pull boxes marked/staked at centerline and offset.

2. All transformer locations will have at least two corners staked with offsets.

3. All trench runs over 100 feet will be marked every 50 feet on centerline and offset. All adjacent property corners will be marked.

4. A 60-D nail or comparable i.e. (PK, "x") is to be set for all points with a wooden guard stake.

C. Electronic field notes showing all staked locations will be made available to the Austin Energy Survey Section within ten (10) working days of the completion of staking.

1. An electronic coordinate file of all staked points is to be in an ASCII format: Point Number, Northing, Easting, Elevation, Description.

2. A point map showing all staked locations will be provided showing all points staked and the adjoining boundaries.

3. A Registered Land Surveyors Seal and signature will be on the field notes declaring all work was completed under his/her direction.

4. All note descriptions, field book, and staking formats will be provided by Austin Energy survey staff.

5. All flagging indicating Austin Energy shall be pink in color.

6. All adjacent property corners are to be recovered, marked, and flagged in orange.

7. Survey crew/party chief will meet with Austin Energy survey section representative prior to staking of the electric facilities.

8. Survey work may be spot, field, or office checked by Austin Energy surveying staff at any time.

9. Surveyor will be allowed a 3% error on staking, i.e. three (3) mismarked or out of tolerance stakes per 100 staked.

10. Any electric facility engineering design questions should be directed to Austin Energy Distribution Design.

11. All electric facility location standards and facility placement questions will be directed to Austin Energy Distribution Design.

D. The staking and installation of underground electric facilities must be accepted by Austin Energy Civil Inspection Staff prior to the energization of the electric facilities.

City of Austin
Austin Energy

Town Lake Center • 721 Barton Springs Road • Austin, Texas 78704 - 1145

Austin's Community-Owned Electric Utility

March 30, 2016

~~MARK OLSEN~~ Gregory C. Porter

811 W. LIVE OAK ST
Austin, TX

**ATTENTION:** ~~MARK OLSEN~~ Gregory C. Porter

**SUBJECT:** 811 W. LIVE OAK ST

Dear MARK OLSEN:

Austin Energy, a Department of the City of Austin, will provide underground electric service in accordance with City of Austin Utility Service Regulations, the City's Electric Utility Criteria Manual, and Austin Energy design and construction specifications, in accordance with Work Request # 160393 to serve 811 W. LIVE OAK ST subject to the following provisions and conditions:

**NOTICE**: ***Austin Energy will not energize any transformer and/or associated electric facilities until the appropriate Electric Utility Easements have been executed. Contact Christine Esparza at 322-6112 immediately upon receipt of this letter to discuss this Work Request*** # 160393. ***The fee to locate underground electric facilities is a minimum charge of $250.00. If more than two hours are necessary to locate the facilities, an additional hourly rate of $125.00 will be charged.***

1. Service shall be three-phase, four-wire, 120/208 volts only, in accordance with the City's Electric Utility Criteria Manual.

2. If streetlights are desired or required, please reference the General Conditions Illumination Addendum.

3. Developer is responsible for providing all of the required materials to install underground electrical facilities including: conduits, bell ends, pull boxes, manholes, manhole covers, concrete pads for transformers & switchgear, etc. All materials used must meet Austin Energy specifications, installation specifications and general conditions attached.

4. Developer is responsible for conducting all trenching and backfilling activities including those required to install the primary, and secondary duct systems, installation of pull boxes, pull strings, streetlight foundations, and the building of concrete pads for transformers and switchgears according to the latest edition of all the following items: the city's Electric Utility Criteria Manual, Austin Energy design and construction specifications, National Electrical Safety Code, and National Electric Code.

5. The quality of materials and civil work including the primary and secondary duct systems, installation of pull boxes, pull strings, streetlight foundations, and the building of concrete transformer pads will be

inspected by Austin Energy. Materials will be inspected and civil work must be completed and accepted prior to the installation of transformer(s), and cable. Scheduler at (512) 505-7537 will coordinate inspection activities at job site. Austin Energy will furnish and install the pad-mounted transformers and will make all connections in the transformers. No cable is to be pulled until the transformers are set.

6. The Developer is responsible for trench staking as well as all surveying work related to the installation of all materials i.e., pull boxes and concrete transformer pads. Trench route and location of pull boxes, concrete transformer pads, etc. shall be according to assignment shown in Austin Energy design. All surveying shall be done according to the attached "Staking Underground Electric Facilities". Austin Energy will have the option to verify any portion or all surveying work done by the Developer/Builder/Property Owner within the boundaries of a project to insure that all material and equipment installed by Austin Energy is within a public utility easement where applicable.

7. Austin Energy will furnish and install electrical equipment, materials (i.e., distribution transformers, power cable, secondary cable) up to the designated "point of delivery". "Point of delivery" is defined as the point at which Austin Energy and Developer/Builder and/or Property Owner conductors are connected. The "point of delivery" shall be designated by the designer following guidelines specified in the Austin Energy Criteria Manual.

   For a single-meter installation, the customer shall furnish and install one 4" Schedule 80 PVC conduit from the meter base. The conduit shall be installed 24 inches underground with a 90° elbow pointed toward Austin Energy's service box or transformer. The Developer/Builder and/or Property Owner will also extend conduit from the meter base to Austin Energy's transformer or service box. Austin Energy will furnish, install and maintain service conductors to the point of delivery.

   For a two-to-four-meter installation, the Developer/Builder and/or Property Owner will be required to furnish and install an 18"x18"x8" weatherproof junction box and install conduit as in the case of a single-meter installation. Austin Energy will install the cable to the customer's junction box and make the connections in the junction box.

8. Developer shall submit a set of approved utility engineering plans including but not limited to: paving & drainage, water & wastewater, and gas plans, etc. prior to installation of any electrical distribution facilities.

9. The Developer shall be responsible for coordinating the installation of electrical facilities along with any other utilities i.e., water, wastewater, storm sewer, and gas lines. Austin Energy shall not be held liable for any damage to work of others as a result of the Developer's failure to properly coordinate and control the sequence of work. The Developer shall also bear any and all costs due to delays beyond the control of Austin Energy as a result of the Developer's failure to comply with all applicable City ordinances, rules, regulations, and other requirements.

10. The Developer is responsible for providing suitable grading, and/or clearing and trimming, where necessary to enable Austin Energy to install electrical facilities according to standard construction methods.

11. Pad-mounted transformers will be installed in accordance to Austin Energy Design Criteria Manual and Austin Energy design and construction standards.

12. Electric service cannot be provided in the project until the installation of electric facilities is completed.

13. The Developer is responsible for design of temporary and permanent Erosion and Sedimentation Control (ESC) for all Austin Energy installation, as a part of the overall ESC plan for the subdivision. ESC facilities must be constructed and maintained by the Developer. Any damages to ESC facilities by Austin Energy, whether Developer installed or otherwise, will be repaired by Austin Energy. The proposed electric trench route for this project has been furnished and must be incorporated in the plan submitted to the City of Austin, Watershed Protection and Development Review Department (WPDRD). Installation

**AGREEMENT FOR GAS INSTALLATION**
**BY TEXAS GAS SERVICE COMPANY**

This Agreement is made effective as of _____, 2016 by and between Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS") and the following named "Applicant:"

Applicant's Name: ~~Greg Porter~~ AC 811 W Live Oak, LLC
Applicant's Address : 811 W Live Oak St

Service Site: Green Pastures. 811 W Live Oak St
Facilities Requested: The installation of 316 feet of main and 82 feet of service pipe to serve one commercial meter.

| Description | Applicant's Cost |
|---|---|
| Materials, Construction, Design & Inspection | $14,677.25 |
| Total | **$14,677.25** |

1. **Payment of Extension Expenses; Commencement Date**. Applicant agrees to pay to TGS the total "Applicant's Cost" price set forth above. Installation of the Facilities Requested ("Facilities") as described above shall be commenced and completed as soon as is practicable.

2. **Delays in Construction**. TGS shall not be responsible for delays in construction of any facility installation caused by TGS' inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond TGS' reasonable control.

In the event the payment described at paragraph 1 above has not been made within 30 days from the date TGS executes this Agreement, or if for any reason beyond TGS' control TGS has not commenced construction of the gas service facilities within 60 days after TGS' execution hereof, TGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days notice; or (2) redetermine the cost of the facility installation and adjust the amount of payment to be made by Applicant in accordance with such cost; or (3) install the facility pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.

3. **Ownership of Gas Lines and Equipment**. All gas meters, meter loops and service lines installed by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein.

**4. Additional Terms and Conditions.** This Agreement shall contain the terms and conditions set forth in the following attachments:

| | |
|---|---|
| Addendum 1: | New Subdivisions and New Construction |
| Addendum 2: | Refunds |

**5. Entire Agreement**. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective on the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY,**
**a division of ONE Gas, Inc.**

By: _____

_____
Printed name Title

Date Signed: _____

AC 811 W Live Oak, LLC
by Greg Porter, Manager of AC 811 Manager, LLC (Manager of AC 811 W Live Oak, LLC)

By: _____
Authorized Signatory

Gregory C. Porter Manager of AC 811 Manager, LLC
Printed name Title

Date Signed: 9.9.16

## ADDENDUM 1

## NEW SUBDIVISIONS/NEW CONSTRUCTION

1. **Coordination of Construction Activities.** Applicant shall perform or cause to be performed the following acts:

**Property Rights/Access.** Applicant shall provide a suitable right of way or easement for placement of the natural gas line and appurtenances. The right of way or easement shall be free from known environmental conditions, of sufficient width and rights of ingress and egress for the natural gas facilities.

**Notice.** Applicant shall notify TGS at least 30 calendar days in advance of the date Applicant desires to have TGS commence installation of the gas distribution facilities described in Facilities Requested.

**Plans**. Prior to the commencement of such installation, Applicant shall provide to TGS a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the yard line is to be connected to the internal piping of such structures.

**Grading and Staking**. Prior to commencement of installation of the gas distribution system, Applicant shall either (a) grade to subgrade, ± .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed, or (b) place reference grade stakes and supply to TGS completed cut and fill plans for such locations. In the event Applicant elects to provide cut and fill plans, Applicant shall advance to TGS prior to the commencement of installation the cost, as determined by TGS at its sole discretion, of any additional depth to be excavated pursuant to such cut and fill plans.

**Water/Wastewater Systems**. All water, wastewater and sewer construction shall be completed and tested prior to commencement of work on the gas distribution system.

**Other Installations**. Applicant shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the gas distribution system until the gas distribution system has been installed and tested.

**Coordination of Trenching**. All required preblasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the commencement of installation of any underground utility systems.

**Soil Density**. Applicant shall be responsible for all testing of soil densities and required compactions.

**Pavement Repairs**. Applicant shall be responsible for the replacement or repair of asphalt and concrete removed by TGS on private property.

2. **Depth of Installations**. Installation of natural gas facilities shall conform to the following depth requirements:

**2.1 Mains.** Unless otherwise provided in the Special Conditions, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. Depth of cover shall be measured from the lowest of the ditch sides. When the pipeline ditch is located parallel to and less than five feet (5') from, or crosses a burrow or drainage ditch, the depth of cover shall be measured to the bottom of the burrow or drainage ditch. In areas to be graded after installation of the pipeline, the depth of cover shall be thirty-six inches (36") from the finish grade. If the line traverses rock, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. If the line traverses shifting sand or sand dunes, the ditch shall be cut to a sufficient depth to provide a minimum cover of sixty inches (60") from the top of the pipe.

**2.2 Service Lines.** Each service line shall be installed with a minimum depth of cover of twenty-four inches (24") from the main to the property line and twenty-four inches (24") from the property line to the structure, and thirty inches (30") in alleys, easements, streets and roads. Should the meter location be at the property line, minimum cover shall be twenty-four inches (24"). In all circumstances, when mandated by governmental agencies, additional cover will be required. Service lines shall be graded uniformly so that any liquids will drain toward the main. Each service line shall be properly supported on undisturbed or well-compacted soil. Sags or pockets are not permitted.

**2.3 Additional Depth.** When mandated by governmental agencies, additional cover may be required. Additional cover requested by Applicant shall be provided at additional cost.

**3. Move In/Move Out**. In the event TGS is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof, Applicant shall reimburse TGS the sum of $1,500.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

**4. Additional Costs/Changes**. Applicant shall be liable for any expenses incurred by TGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described in Facilities Requested.

**5. Initiation of Gas Service**. TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 4 above.

## ADDENDUM 2

## REFUNDS

1. **Refunds to Applicant**. Up to and including the 3rd anniversary of the effective date of this Agreement, Applicant shall be entitled to a refund of **$1.96** per MCF of natural gas measured at the Service Site utilizing the Requested Facilities, not to exceed the sum of **$14,677.25**

2. **Procedure for Refund; Audits**. To obtain the refunds available under Paragraph 1 above, Applicant shall supply to TexasGasRefunds@txgas.com a request for refund including the following information: Service Site address or designation and legal description, including subdivision name and phase; description of improvements on such Service Site, including heated square footage; and description of all gas-burning appliances installed.

TGS shall have the right to audit Applicant's books and records during business hours to verify the accuracy of any representations made in any refund request. In the event that TGS makes any refund based on any intentional or unintentional misrepresentation by Applicant, TGS shall be entitled to collect the refund amount from Applicant or to offset same against any other refunds due to Applicant.

All requests for refunds must be submitted to TGS no later than 60 days after the third anniversary of this Agreement. All funds not subject to a timely refund request shall become TGS' sole property and shall be deemed a contribution in aid of construction on the date 60 days following the third anniversary hereof.

3. **Assignment of Refunds**. Applicant may, by proper instrument, transfer its interest in this Agreement to any other entity or individual. TGS shall have no obligation to honor such assignment until duly notified by a writing signed by Applicant.

WO 16-4914792
16-4894981

16-4914792 (2916)

16-4894981 (2906)

| MAINS | | |
|---|---|---|
| SIZE | LENGTH | MATERIAL |
| 4" | 316 | P.E. |

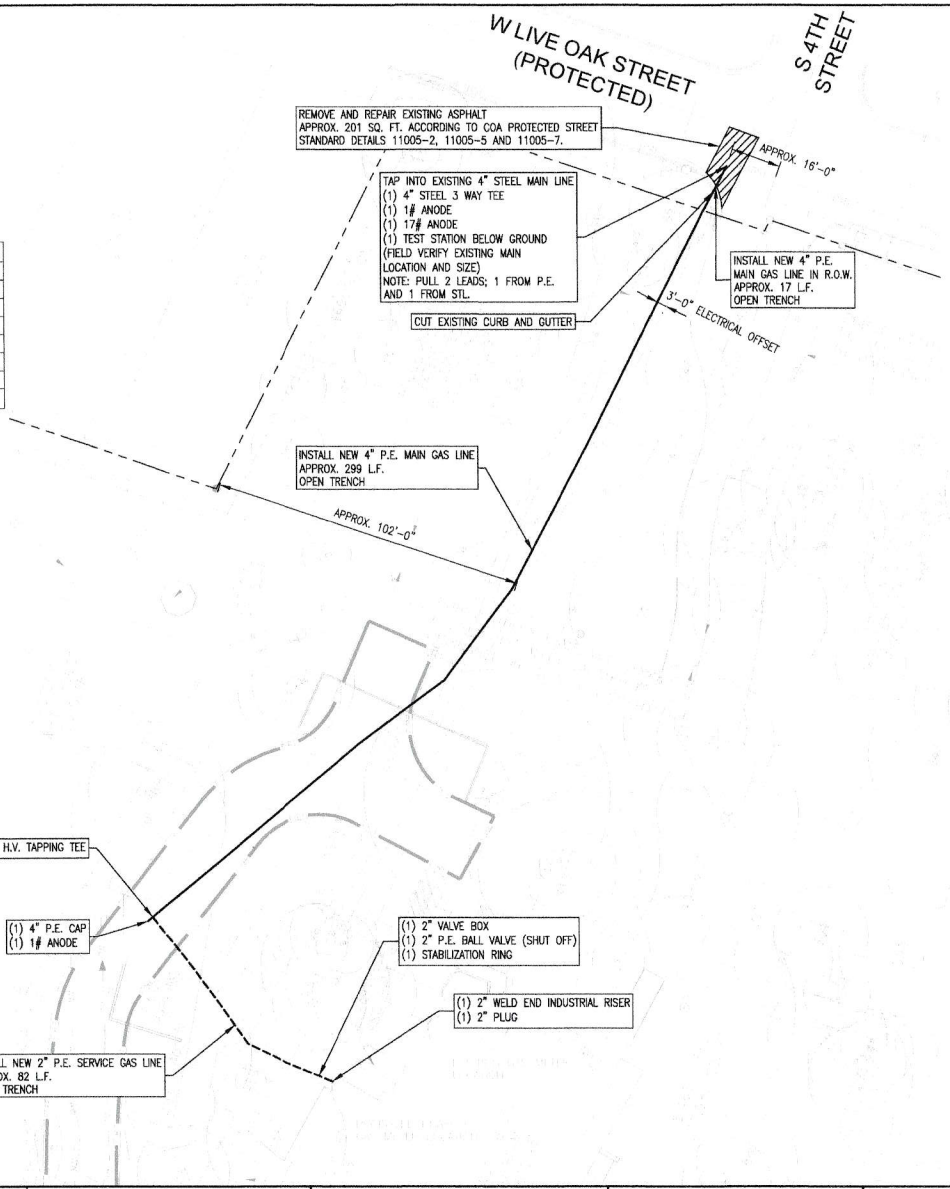
| SERVICES | | |
|---|---|---|
| SIZE | LENGTH | MATERIAL |
| 2" | 82 | P.E. |

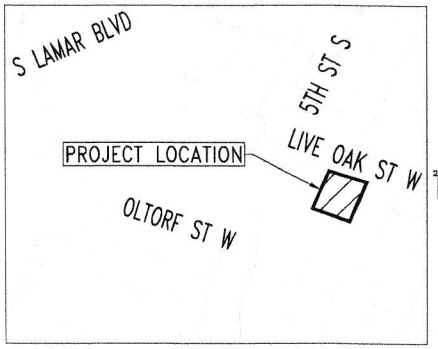
| FITTINGS | | |
|---|---|---|
| QUANTITY | SIZE | TYPE |
| 1 | 4" | STEEL 3 WAY TEE |
| 1 | 4" | P.E. CAP |
| 1 | 2" | WELD END INDUSTRIAL RISER |
| 1 | 2" | PLUG |
| 1 | 4" X 2" | P.E. TAPPING TEE |
| 1 | 2" | VALVE BOX |
| 1 | 2" | P.E. BALL VALVE (SHUT OFF) |

| COMPONENTS | |
|---|---|
| QUANTITY | TYPE |
| 2 | 1# ANODE |
| 1 | 17# ANODE |
| 1 | TEST STATION BELOW GROUND |
| 398 | 14 GAUGE WIRE |
| 1 | STABILIZATION RING |

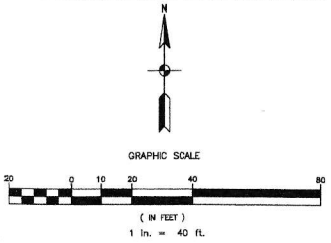
| PAVING SCHEDULE | |
|---|---|
| QUANTITY (SQ. FT.) | TYPE |
| 201 | ASPHALT |

TOTAL SERVICES = 1




LOCATION MAP N.T.S.




LEGEND

- NEW GAS MAIN
- NEW SERVICE LINE
- TO BE ABANDONED
- PROPERTY LINE
- LOC — PROJECT LOCATION
- MATERIAL — EXIST. HIGH PRESSURE GAS
- MATERIAL — EXIST. LOW PRESSURE GAS
- ABANDONED GAS LINE
- EXIST. WATER LINE
- EXIST. WASTE WATER
- EXIST. STORM SEWER
- PRESSURE CLASS / PIPE SIZE — EXIST. OVERHEAD ELECTRIC
- PRESSURE CLASS / PIPE SIZE — EXIST. UNDERGROUND ELECTRIC
- EXIST. OVERHEAD TELEPHONE

NOTES

1. PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMERS RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, ± .50 FEET (6 INCHES).
2. ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
3. CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
4. DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
5. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
6. #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
7. MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
8. COMPACTION OF TRENCHES IN ALL ROADWAYS SHALL BE DONE IN ACCORDANCE WITH TEXAS GAS SERVICE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
11. ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AVE F, AUSTIN. T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION.
12. ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.

**STAKING NOTE:**
**SURVEY GAS MAIN AND SERVICE LINE LOCATIONS PRIOR TO INSTALLATION**

**AGE OF P.E. PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION**

**PRELIMINARY**

| | |
|---|---|
| DRAWN BY | J. SVADLENAK |
| DATE | 8/2/16 |
| CHECKED BY | |
| DATE | |
| SCALE | NOTED |



THE RAILROAD COMMISSION OF TEXAS IS REQUIRING GAS UTILITIES TO RECORD THE LOCATION OF ALL PLASTIC PIPE BY PRINT. AS A RESULT OF THIS NEW CONSTRAINT, THE CONTRACTOR WILL BE REQUIRED TO DOCUMENT CERTAIN SPECIFICATIONS ASSOCIATED WITH THE PIPE INSTALLED IN YOUR SUBDIVISION.

APPROXIMATE LOCATION OF EXISTING GAS LINES
NO BLASTING WITHIN 10 FEET OF GAS LINES.
CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE GAS LINES.
CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.

Austin, Texas
Texas Gas Service
A Division of ONE Gas

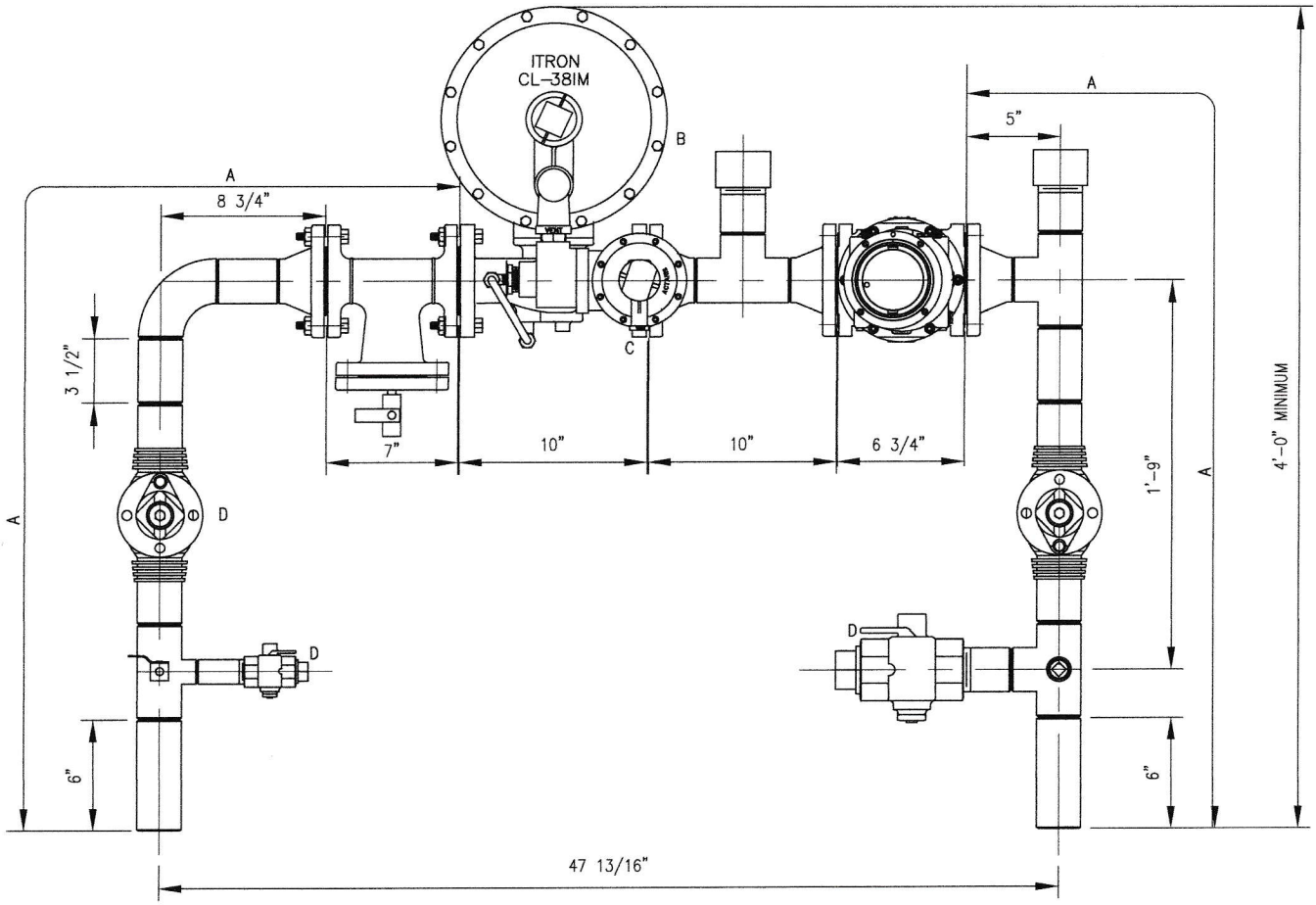
NEW MAIN AND SERVICES
811 W LIVE OAK
AUSTIN, TX

| JES NO. | MAPSCO PG. NO. | MAP GRID NO. | REV. |
|---|---|---|---|
| – | 614L | H201 | A |

## MATERIAL VERIFICATION CHART

| LETTER | ITEM # | QTY | DESCRIPTION |
|---|---|---|---|
| A | 220000256 | 1 | METER SET, 2 IN INLET X 2 IN OUTLET, STEEL, COMM IND STD DRV W 2 IN STRN, PPC |
| B | 189000140 | 1 | REGULATOR – ITRON CL 38 2MIN 1/2" ORIFICE |
| C | 500002065 | 1 | METER – ROOTS 3M, TC (FOR LOADS UP TO 4,000 CFH) |
| D | 290002254 | 3 | PADLOCK, SILVER GALVANIZED W/ ZINC PLATING |
| E | N/A | 1 | 1/2" ORIFICE (TO CONVERT THE REGULATOR FROM IM TO IMV) |
| | | | |

**JES# 2016004059**




PC&M:
MAKE THE MODIFICATION AND INSTALL $\frac{1}{2}$" ORIFICE TO UPDATE THE PLATE ON THE REGULATOR.

## 3M-C METER STATION (MODIFIED 6/1/2016)

| | |
|---|---|
| MAXIMUM INLET PRESSURE: 60 PSIG | MAXIMUM OUTLET PRESSURE: 5 PSIG |
| DESIGNED BY: ASC ENGINEERING | REGULATOR: ITRON CL38-IMV |
| SPREAD: 47 13/16" TYPE: 2" HP METER SET | MAX FLOW RATE: 2580 CFH |



Austin, Texas
Texas Gas Service
A Division of ONE Gas

3M-C INDUSTRIAL METER – 1/2" ORIFICE
811 W LIVE OAK AUSTIN, TX 78704
AUSTIN, TEXAS

| DRAWN BY | DATE | SCALE | REV. |
|---|---|---|---|
| J. SVADLENAK | 9/2/16 | 1:10 | 3 |