

## RECIPROCAL LICENSE AGREEMENT

THIS RECIPROCAL LICENSE AGREEMENT (“**Agreement**”) is made effective as of January \_\_\_, 2024, by and between Padre Isles Property Owners Association, Inc. (“**PIPOA**”), and Diamond Beach Holdings, LLC (“**DBH**”) (PIPOA and DBH are collectively referred to herein as the “**Owners**” and each, individually, as an “**Owner.**”)

WHEREAS, PIPOA owns certain real property constituting a “Canal” or “Canals” or “Navigation Canal” or “Navigation Canals” (collectively called the “**PIPOA Property**”) as such terms are defined or used in the various declarations or protective covenants governed by PIPOA (said declarations and protective covenants, together with all amendments and supplements thereto collectively called the “**Declarations**”);

WHEREAS, DBH is the owner of and/or holder of easement rights on an adjacent parcel of real property it is currently developing as part of a mixed use planned community, including the construction of a navigation canal system as depicted in Exhibit A attached hereto and made a part hereof (said canal system collectively called the “**DBH Property**”)(the PIPOA Property and the DBH Property are sometimes each referred to herein as a “**Property**” and collectively as the “**Properties**”);

WHEREAS, each Owner desires to grant a perpetual, reciprocal, non-exclusive license to the other for boat ingress and egress over and across its respective Property and the Owners agree to provide such perpetual, non-exclusive license for boat ingress and egress on the terms and provisions set forth herein; and

WHEREAS, PIPOA is willing to grant a temporary construction license on a portion of the PIPOA Property to DBH to cut, remove, repair and replace certain bulkheads and access, at what is described as the “German Bakery Canal” and the “Commodores Bridge Canal” same being more particularly described and depicted on Exhibits B (German Bakery Canal) (the “**GBC Access Bulkhead Cut**”) and C (Commodores Bridge Canal”) (the “**CBC Access Bulkhead Cut**”; together with the GBC Access Bulkhead Cut, the “**Access Bulkhead Cuts**”), each attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

### ARTICLE I RECITALS

1.1 The Recitals set forth above are restated in their entirety herein and made a part of this Agreement.



**ARTICLE II  
GRANT OF RECIPROCAL LICENSE**

2.1 Subject to the terms and conditions of this Agreement, each Owner for itself and its respective successors and assigns, tenants, members, licensees, customers and other invitees and by these presents does hereby grant and convey, a perpetual, reciprocal, non-exclusive license for the sole use for boat ingress and egress (the "**License**") over and across the Properties and which are now or hereafter improved with canals and bulkheads for the benefit of the other Property subject hereto.

2.2 The License granted herein and all rights and privileges appurtenant thereto does not confer or vest upon the each Owner any title, easement, interest or estate in each other's respective Property and each Owner specifically disclaims and permanently waives any claim of ownership of the other's Property by adverse possession or under any other claim or right.

2.3 PIPOA additionally hereby grants and conveys to DBH a temporary construction license on the PIPOA Property for the purpose of constructing and installing the Access Bulkhead Cuts (each, a "**Temporary Construction License**"). Before commencement of any construction of the Access Bulkhead Cuts, DBH shall submit to PIPOA for approval a set of drawings, site plans, plans and specifications detailing such construction (collectively called the "**Plans and Specifications**") for its review and comments. The parties hereto acknowledge that the approved Plans and Specifications for the Access Bulkhead Cuts are attached hereto as Exhibits B and C. DBH agrees to submit to PIPOA for prior approval (such approval not to be unreasonably withheld, conditioned or delayed) any revisions, amendments and/supplements to any of the Plans or Specifications. The PIPOA shall respond to each DBH submittal for approval within 10 business days of the PIPOA's receipt of the revisions, amendments and/supplements with approval or disapproval (together with specific reasons for such disapproval). If the PIPOA fails to timely respond as noted above, then the submitted revisions, amendments and/supplements shall be deemed approved. No approval by PIPOA of DBH's Plans and Specifications or other matters may ever be construed as representing or implying that DBH's Plans and Specifications or other matters will, if followed, result in properly-designed construction. DBH shall obtain and maintain in effect at all times during the Temporary Construction License all permits, licenses and consents required or necessary for the construction of the applicable Access Bulkhead Cut, DBH shall also ensure that construction does not materially interfere with the remainder of the PIPOA Property and shall not unreasonably block access at any time to the PIPOA Property by such construction. The term of each Temporary Construction License shall commence on the date specified in the written notice from DBH to the PIPOA noting the commencement of construction of the applicable Access Bulkhead Cut (each, a "**Commencement Date**") and shall expire the earlier of (i) the date that is one hundred eighty (180) days following the Commencement Date; provided, DBH may extend this period for up to sixty (60) additional days, so long as it is diligently pursuing completion of the development of the applicable Access Bulkhead Cut, or (ii) the date which DBH completes construction and installation of the applicable Access Bulkhead Cut. DBH shall cause each of its contractors to deliver to PIPOA sufficient evidence (which shall include, without limitation,



certificates of insurance naming PIPOA as additional insured) that such contractor is covered under Workman's Compensation, builder's risk, commercial general liability and property damage insurance as PIPOA may commercially reasonably request for its protection, upon written request from the PIPOA. DBH shall cause all work to be in substantial accordance with all applicable laws, rules, regulations, ordinances and restrictive covenants and otherwise be accomplished in a good and workmanlike manner. Upon termination of each Temporary Construction License, DBH agrees to execute a waiver and release of the applicable Temporary Construction License if requested by PIPOA. All costs for the construction of the Access Bulkhead Cuts shall be borne by DBH. DBH shall ensure that no lien be filed against the PIPOA Property as a result of failure to discharge any costs associated with the construction of said improvements. DBH shall promptly repair or replace any damage to the PIPOA Property caused by DBH or its agents during the construction of the Access Bulkhead Cuts.

2.4 Notwithstanding the foregoing, in no event shall any Owner (or its successors or assigns) construct or place any walls, obstacles, or other barriers within the License which would prevent or unreasonably impede the use or exercise of the License granted herein provided, however, that either Owner (or its successors or assigns), subject to the limitations set forth herein, may install on its Property control devices as may be necessary or desirable to control the orderly flow of traffic over and across its respective property, so long as it does not impede the access to and from the License.

2.5 EACH OWNER (THE "**INDEMNIFYING PARTY**") AGREES TO INDEMNIFY, DEFEND, AND HOLD THE OTHER OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, JUDGMENTS, LOSSES, DAMAGE, COSTS, OR EXPENSES INCURRED AS A RESULT OF BODILY INJURY, DEATH, PROPERTY DAMAGE, CIVIL PENALTIES, OR FINES PROXIMATELY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS AGENTS, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS IN CONDUCTING ITS INSTALLATION, CONSTRUCTION, MAINTENANCE AND/OR REPAIR ACTIVITIES AND OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING DBH'S CONSTRUCTION AND INSTALLATION OF THE ACCESS BULKHEAD CUTS, EXCEPT IN NO EVENT SHALL THIS PROVISION COVER ANY OF THE FOREGOING ARISING FROM BOATING OR OTHER TRAFFIC THROUGH THE CANALS. THE OBLIGATIONS OF THE PARTIES UNDER THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. NO OWNER SHALL BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES.

2.6 The Parties acknowledge the Properties, License, and Temporary Construction License granted herein are subject to any and all existing Declarations, easements, covenants, rights-of-ways, conditions, restrictions, outstanding mineral interests, if any relating such Property, including, but not limited to that certain Easement Agreement dated December 15, 2023, from Flour Bluff Independent School District to DBH.

### ARTICLE III MAINTENANCE OBLIGATIONS



3.1 Except as otherwise provided herein, each Owner will be solely responsible for the costs of maintaining and repairing its Property. All such repairs and maintenance shall be done diligently and in a good and workmanlike manner to minimize and avoid interference or disruption with the use and enjoyment of the license granted herein. If any Owner (the "Defaulting Party") should fail to maintain and repair in reasonably good condition the portion of the License as to which such Owner has maintenance and repair obligations as provided above, or observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations pursuant to this Agreement and such failure continues for thirty (30) or more days after written notice thereof from another Owner (the "Non-Defaulting Party"), then such failure by the Defaulting Party shall be an event of default by the Defaulting Party under this Agreement (an "Event of Default") provided that if the covenant or obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such thirty (30) day period, then it shall not be an Event of Default if the Defaulting Party commences such performance within such thirty (30) day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time, but in no event longer than sixty (60) from written notice.

3.2 Upon an Event of Default hereunder, the Non-Defaulting Party shall have all of the rights and remedies afforded to it by law or in equity, but subject to the express limitations herein. In addition, without limiting the foregoing, if any Defaulting Party commits an Event of Default, the Non-Defaulting Party shall have the right to cure such Event of Default on behalf of the Defaulting Party, in which event the Defaulting Party shall reimburse the Non-Defaulting Party for all reasonable amounts expended by the Non-Defaulting Party on behalf of the Defaulting Party, together with interest thereon at the highest the maximum amount permitted by law (or if no maximum rate is prescribed by law, at the rate of 18% per year) from the date the amounts are expended until the date repaid. The Defaulting Party agrees to execute any applications for permits or other documents required by the Non-Defaulting Party and necessary to perform the obligations of the Defaulting Party. Notwithstanding anything in this Agreement to the contrary, in no event shall any Owner be liable to any other Owner for loss of profit, or for any actual, special, incidental, punitive, indirect, or consequential damages resulting from or arising out of an Event of Default hereunder other than the cost of any repair or maintenance performed by the Non-Defaulting Party on a Defaulting Party's Property for which such Defaulting Party was responsible for hereunder. In addition to the foregoing, upon an Event of Default by a Defaulting Party hereunder or any failure or refusal by an Owner to timely perform its obligations hereunder which a Non-Defaulting Party reasonably determines constitutes an emergency threatening imminent injury to persons or damage to property, the Non-Defaulting Party shall have the right to perform such obligation on behalf of the Defaulting Party or other Owner, as applicable, after giving such party whatever written notice as is reasonable under the circumstances.

#### ARTICLE IV MISCELLANEOUS

4.1 No provision of this Agreement shall be modified or amended, in whole or in part, without the prior written consent of the then owners of the properties affected thereby. This Agreement shall bind and extend to the benefit of the parties hereto and their respective successors and assigns.

4.2 This Agreement shall remain in force and effect until terminated by written agreement of all Owners of the License (or their respective successors or assigns). Upon the termination of this Agreement, except as otherwise set forth herein, all rights and privileges derived from and all duties and obligations imposed by the provisions of this Agreement shall terminate and be of no further force and effect.

4.3 Any notice, communication, request, or reply (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either Party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (c) by delivering the same to such Party, or an agent of such Party by electronic mail or by hand delivery. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

if to PIOPA: Padre Isles Property Owners Association  
14015 Fortuna Bay Drive  
Corpus Christi, Texas 78418  
Attn: *Gary Kleppersich*  
Email: *gary.e.pipoa.net*

if to DBH: Diamond Beach Holdings, LLC  
5615 Kirby Drive  
Houston, Texas 77005  
Attn: Jennifer Hoff

With a copy to: Porter Hedges LLP  
1000 Main St., 36<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Kevan Richards

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five days written notice to the other Party



4.4 If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue for any action or proceeding arising out of this Agreement shall be limited to Nueces County, Texas.

4.6 This Agreement may be executed and thereafter delivered in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement.

4.7 With respect to all of Parties' obligations under this Agreement, time is of the essence. However, if the date for performance of any obligation or the deadline for exercising a right, giving notice, or satisfying a condition, falls on a day that is not a business day, then the date for such performance shall be extended to the next business day.

4.8 In the event of litigation, the prevailing Party will be entitled to recover from the non-prevailing Party all costs resulting therefrom, including court costs and reasonable attorneys' fees.

4.9 Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Properties to or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein.

5.10 The licenses granted herein are not exclusive and each Owner shall have the right to grant such other licenses, easements, rights or privileges to such persons and or entities and for such purposes as the Owner of each Property in their discretion may select. so long as such purposes do not unreasonably interfere with the licenses described herein.

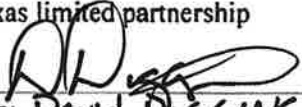
*[Signatures on Following Page]*



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative effective as of the dated first written above.

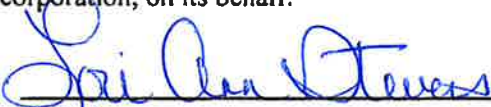
**"PIPOA"**

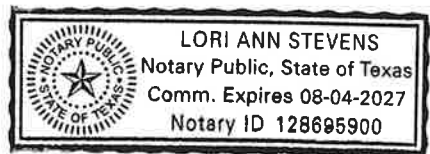
Padre Isles Property Owners Association, a Texas non-profit corporation  
a Texas limited partnership

By:   
Name: David Diggins  
Title: President

THE STATE OF TEXAS    §  
  §  
COUNTY OF NUECES    §

This instrument was acknowledged before me on this the 30<sup>th</sup> day of January, 2024, by David Diggins, Board President of PADRE ISLES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on its behalf.

  
Notary Public in and for The State of Texas



**"DBH"**

Diamond Beach Holdings, LLC  
a Texas limited liability company

By: [Signature]  
Name: Jennifer L. Hoff  
Title: Vice President

THE STATE OF TEXAS   §  
  §  
COUNTY OF Harris   §

This instrument was acknowledged before me on this the 25<sup>th</sup> day of January, 2024, by Jennifer Hoff, Vice President of DIAMOND BEACH HOLDINGS, LLC, a Texas limited liability company, on its behalf.



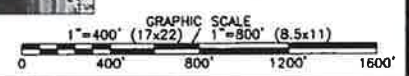
[Signature]  
Notary Public in and for the State of Texas



**Exhibit A**



- INDICATES WHITECAP NPI CANAL SYSTEM
- INDICATES EXISTING CANALS



LANCE: K:\CLIENTS\DIAMOND BEACH HOLDINGS, LLC - 2025\21143 - Notes Report\CAD\Embeds\BIM Connection Draw\Exhibit A - DBH Canal System.dwg - dwside - Wed, 10/10/2024 @ 12:45:00 pm



**EXCAVATION & BULKHEAD IMPROVEMENTS  
 WHITECAP NORTH PADRE ISLAND**

**EXHIBIT 'A'  
 DBH CANAL SYSTEM**

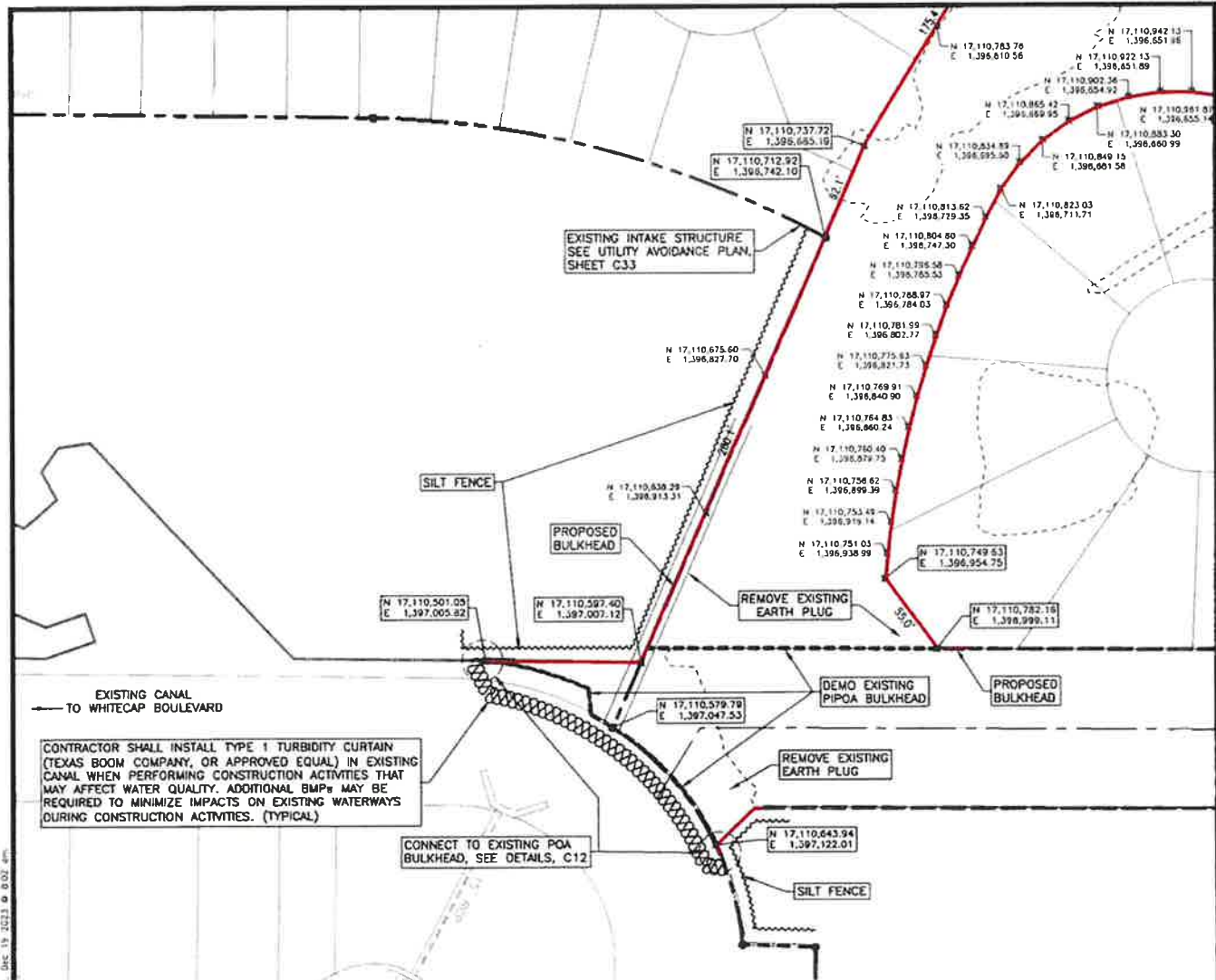
SCALE:	AS NOTED
DRAWN BY:	DWH
APPROVED BY:	JCC
DATE:	1.10.2024
JOB NO.:	C986-21143
SHEET NO.	EXHIBIT A

**Exhibit B**

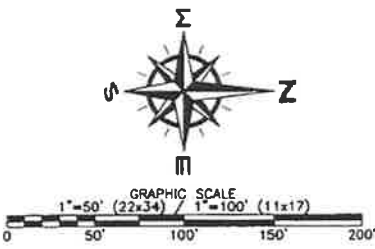
**GERMAN BAKERY CANAL**







- SEQUENCE OF CONSTRUCTION:**
1. INSTALL TURBIDITY CURTAIN AND SILT FENCE AS REQUIRED.
  2. INSTALL SITE SECURITY FENCING AS REQUIRED TO SAFELY SECURE PROJECT AREA.
  3. INSTALL VINYL BULKHEAD UP TO PIPOA BULKHEAD.
  4. MAKE CONNECTIONS TO PIPOA CONCRETE BULKHEAD PER DETAILS.
  5. REMOVE REMAINING SAND BERM AFTER WATER SURFACES ARE EQUALIZED AND ON AN OUTGOING TIDE.
  6. ESTIMATED DURATION OF WORK 3-4 WEEKS.



**EXCAVATION & BULKHEAD IMPROVEMENTS  
WHITECAP NORTH PADRE ISLAND**

**SOUTH CANAL CONNECTION PLANS  
AND EROSION CONTROL**

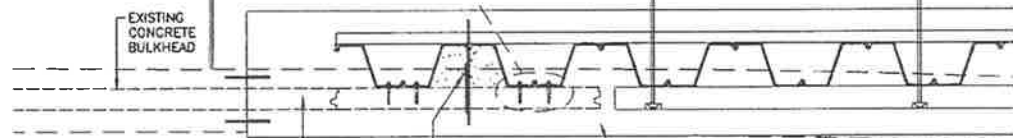
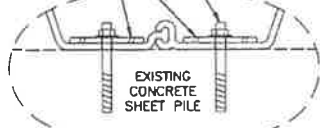
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DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.13.2023
JOB NO.	C986-21143
SHEET NO.	02 SK-C12-1

LJCC: NAME: R:\Projects\2023\02-17\Staples\dwg\sheet\_02.dwg, Date: 12-13-2023 9:00:42 am



LOCATE EXISTING CONCRETE BULKHEAD TIE-BACK AND MAKE CONNECTION TO AVOID DISTURBING EXISTING TIE-BACK. TIE-BACKS TO BE REMOVED AND REPLACED WITH NEW VINYL BULKHEAD TIE-BACK SYSTEMS.

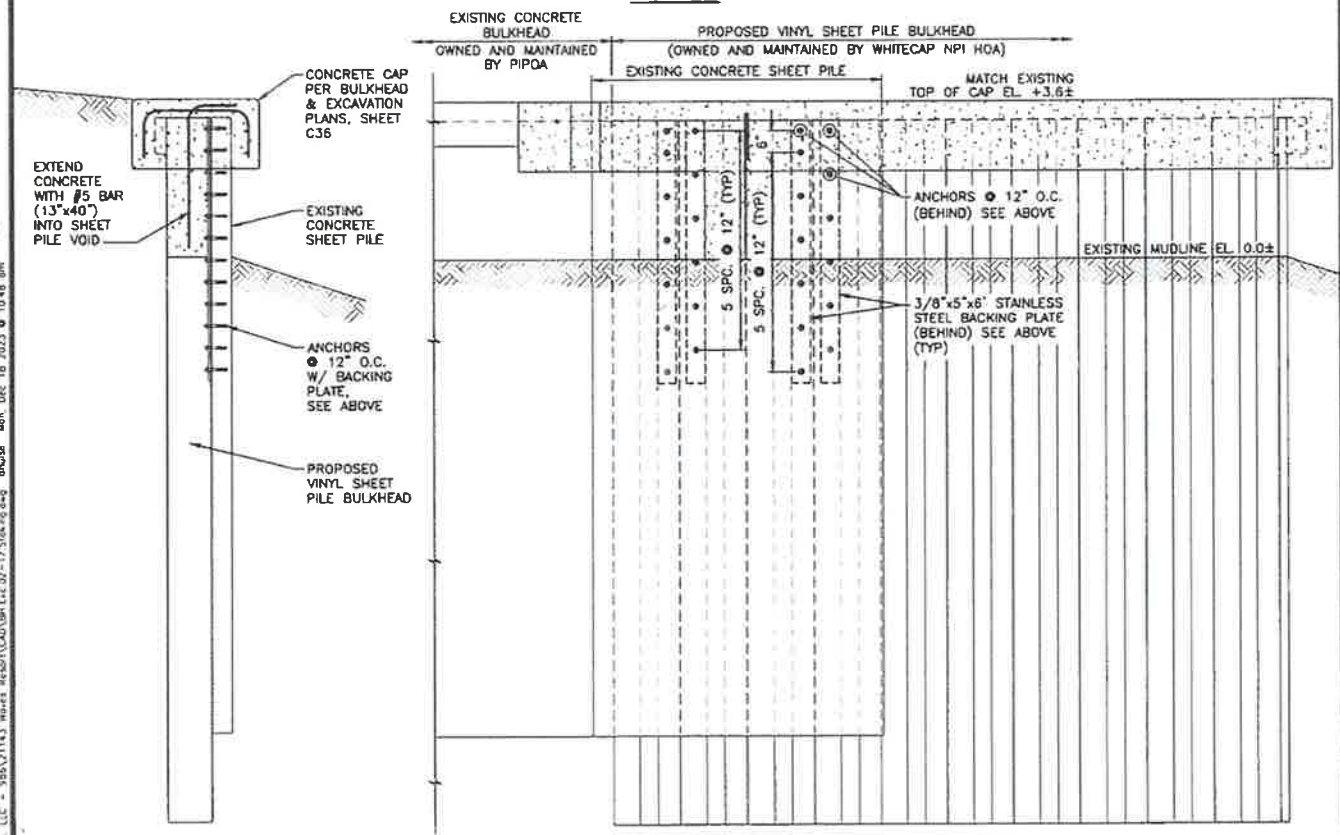
HILTI-ADHESIVE ANCHOR WITH 5/8" x 6" 316 STAINLESS STEEL THREADED ANCHORS PER PATTERN BELOW (TYP)  
 3/8"x5"x6" STAINLESS STEEL BACKING PLATE



SAWCUT & REMOVE EXISTING CONCRETE CAP TO LIMIT SHOWN, EXPOSING & RETAINING 18" (MIN) OF EXISTING LONGITUDINAL REBAR. LAP EXISTING REBAR TO PROPOSED CAP REBAR. COORDINATE WITH ENGINEER TO EVALUATE EXISTING REBAR PRIOR TO CONCRETE POUR.

MONOLITHICALLY EXTEND CONCRETE CAP BETWEEN SHEET PILES, SEE SECTION BELOW  
 CONCRETE CAP PER BULKHEAD & EXCAVATION PLANS, SHEET C36  
 EXISTING CONCRETE CAP TO BE REMOVED

**PLAN**



EXTEND CONCRETE WITH #5 BAR (13'x40") INTO SHEET PILE VOID

CONCRETE CAP PER BULKHEAD & EXCAVATION PLANS, SHEET C36

EXISTING CONCRETE SHEET PILE

ANCHORS 12" O.C. W/ BACKING PLATE, SEE ABOVE

PROPOSED VINYL SHEET PILE BULKHEAD

EXISTING CONCRETE BULKHEAD OWNED AND MAINTAINED BY PPOA  
 PROPOSED VINYL SHEET PILE BULKHEAD (OWNED AND MAINTAINED BY WHITECAP NPI HOA)

EXISTING CONCRETE SHEET PILE  
 MATCH EXISTING TOP OF CAP EL. +3.6±

ANCHORS 12" O.C. (BEHIND) SEE ABOVE

3/8"x5"x6" STAINLESS STEEL BACKING PLATE (BEHIND) SEE ABOVE (TYP)

EXISTING MUDLINE EL. 0.0±

5 SPC. 12" (TYP)

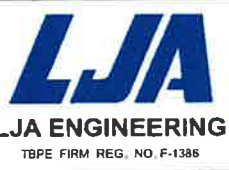
5 SPC. 12" (TYP)

- NOTES:**  
 1. SOUTHEAST BULKHEAD CONNECTION OPPOSITE HAND.  
 2. ALL STEEL REINFORCEMENT TO BE EPOXY COATED.



**SECTION**

**ELEVATION**

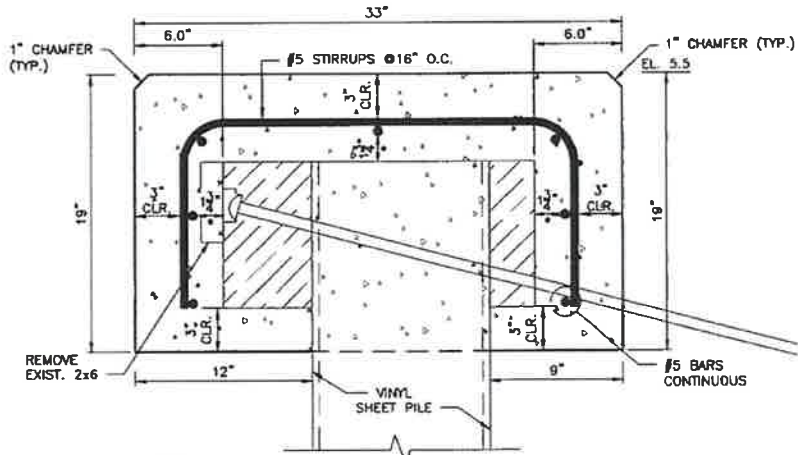
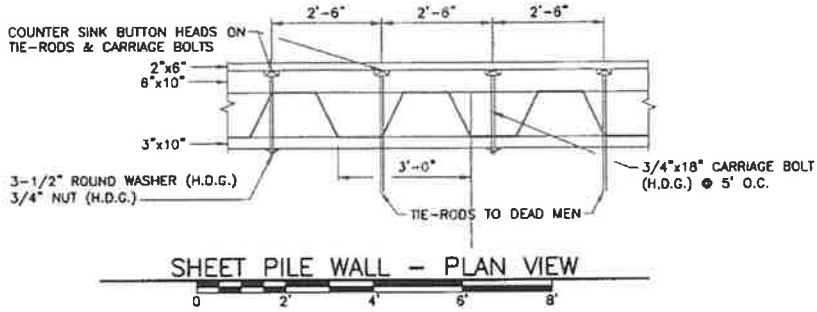


**EXCAVATION & BULKHEAD IMPROVEMENTS  
 WHITECAP NORTH PADRE ISLAND**

**VINYL TO CONCRETE BULKHEAD CONNECTION  
 (TYPE 1) (AT SOUTH POA CANAL)**

SCALE:	AS NOTED
DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.13.2023
JOB NO.:	C986-21143
SHEET NO.:	03 SK-C12-2





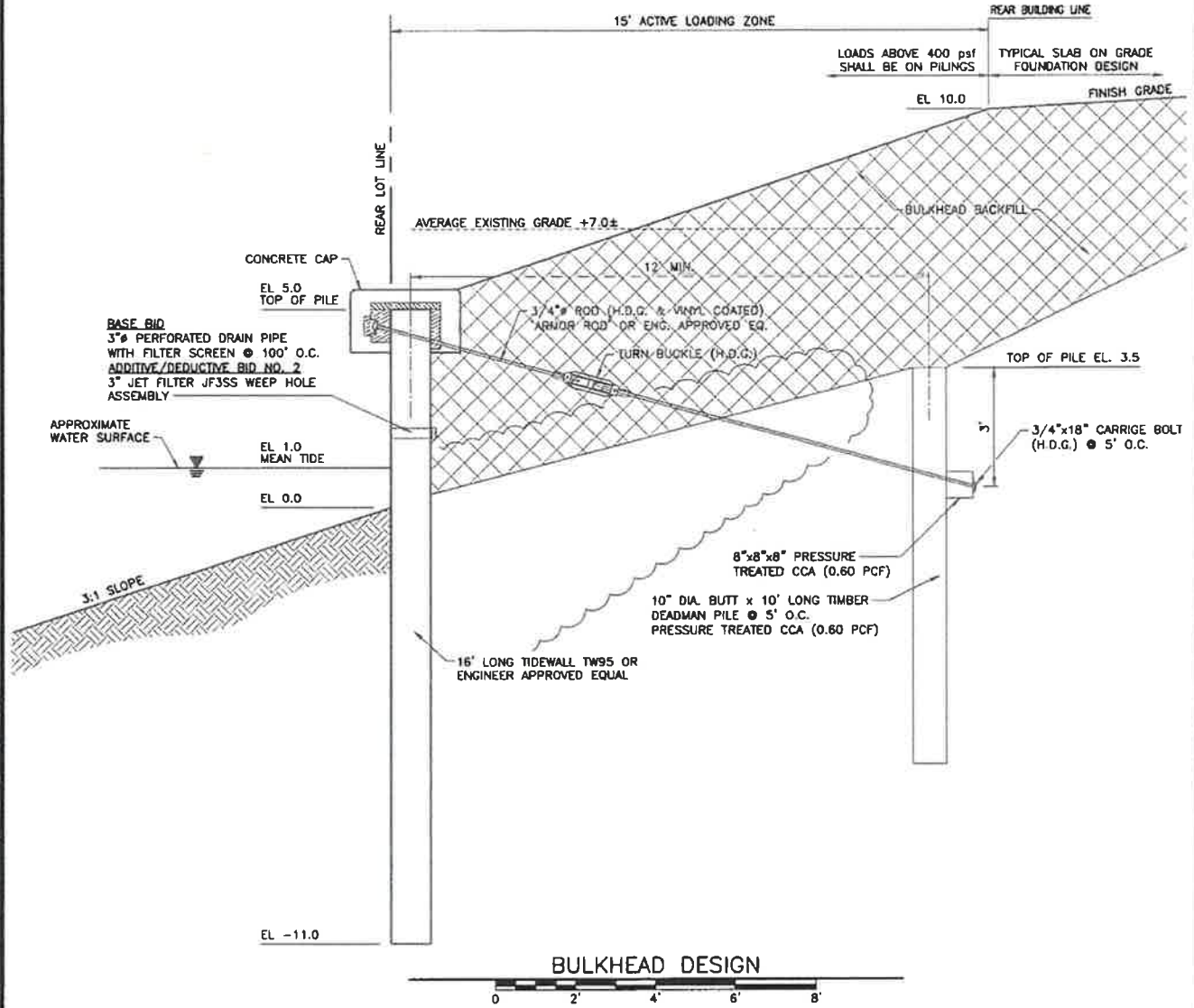
- NOTE:
1. ALL REINFORCING STEEL TO BE ZINC GALVANIZED PER ASTM A767.
  2. ALL CONCRETE TO BE 4,000 PSI.
- DIMENSION MAY VARY  $\pm 1"$  AS REQUIRED TO STRAIGHTEN ALIGNMENT OF CONCRETE CAP.

LJCC: I:\04\21143\04 SK-C36-REF\DWG\DWG\CONCRETE CAP\CONCRETE CAP - OPTION A.dwg, DATE: 12/13/2023, 10:49 AM

 <b>LJA ENGINEERING</b> TBPE FIRM REG. NO F-1386	<b>EXCAVATION &amp; BULKHEAD IMPROVEMENTS          WHITECAP NORTH PADRE ISLAND</b>	SCALE: AS NOTED DRAWN BY: dp/DWH APPROVED BY: JCC
	<b>CONCRETE CAP DETAILS          REFERENCE SHEET C36</b>	DATE: 12.13.2023 JOB NO. C986-21143 SHEET NO. 04 SK-C36-REF

**SHEET PILE WALL/BULKHEAD:**

1. ALL SHEET PILING TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND APPROVED TECHNIQUES.
2. TOLERANCES FOR DRIVING: ALL SHEETS SHALL BE PLUMB IN BOTH DIRECTIONS USING A CARPENTER'S LEVEL. TIMBER PILING AND WHALERS MAY BE USED AS A TEMPLATE TO MAINTAIN PLUMBNESS OF THE SHEET PILE WALL.
3. CUT-OFFS: ALL SHEET PILING SHALL BE DRIVEN TO THE ELEVATIONS AS SHOWN ON THE PLANS. NO CUT-OFFS GREATER THEN 9" SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

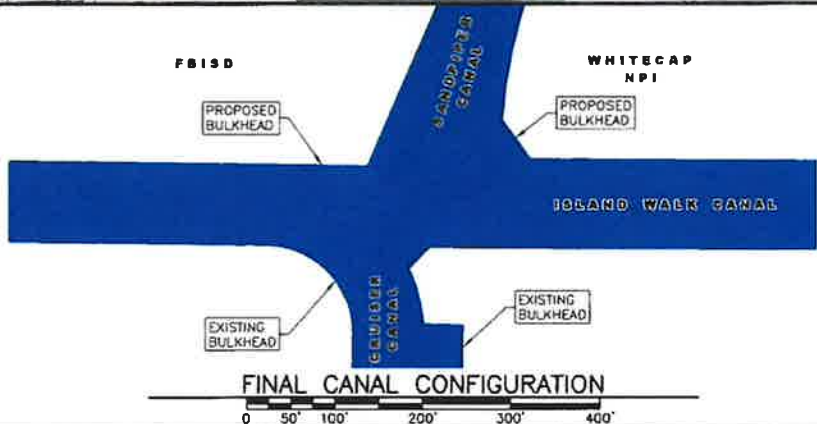
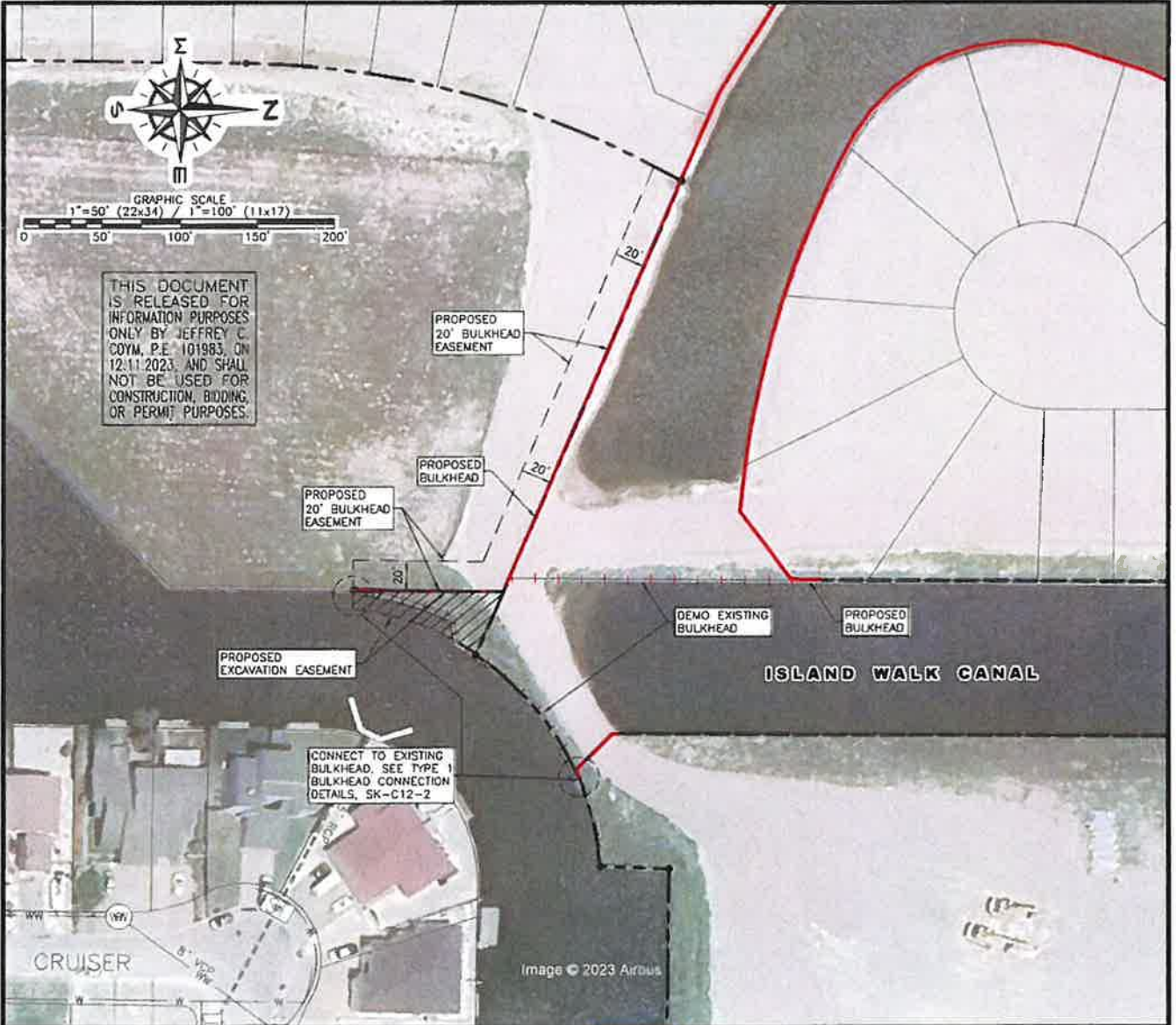


LJA ENGINEERING, INC. - 2560 S. STAPLES STREET, SUITE 425, CORPUS CHRISTI, TEXAS 78411 - PHONE: 361.991.8550 - FAX: 361.991.8551 - WWW.LJA.COM

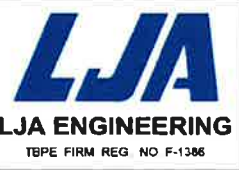
**LJA ENGINEERING**  
 TBPE FIRM REG. NO. F-1388

**EXCAVATION & BULKHEAD IMPROVEMENTS**  
**WHITECAP NORTH PADRE ISLAND**  
**VINYL BULKHEAD DESIGN**  
**SECTION**

SCALE:	AS NOTED
DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.13.2023
JOB NO.:	C986-21143
SHEET NO.:	05 SK-C36



LJCC NAME: H:\PROJECTS\2023\143\_Whitecap\2023\143\_Connections.dwg SK-Excavation Easement.dwg dacthoran Tue Dec 12 2023 7:16 am



# EXCAVATION & BULKHEAD IMPROVEMENTS WHITECAP NORTH PADRE ISLAND

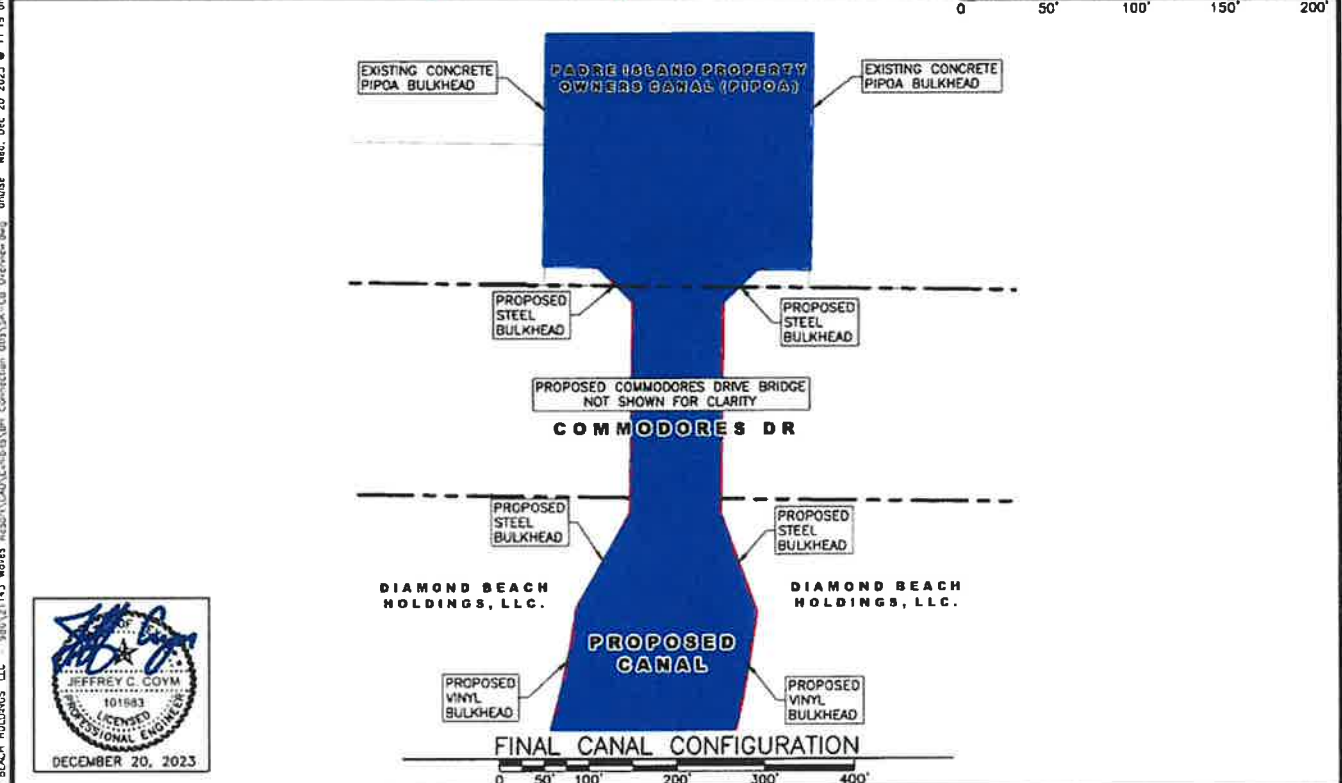
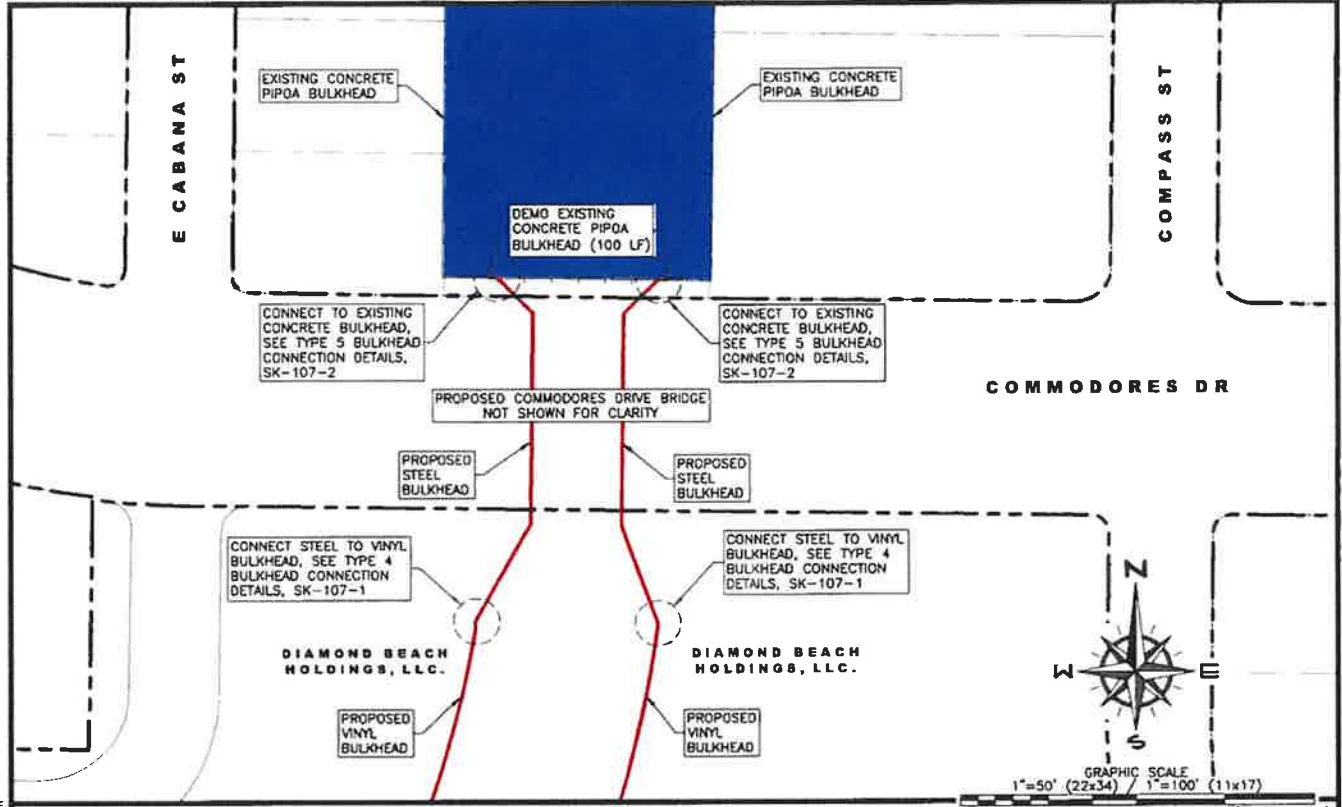
## FLOUR BLUFF I.S.D. EASEMENTS

SCALE:	AS NOTED
DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.11.2023
JOB NO.	C986-21143
SHEET NO.	01 SK-ESMT

Exhibit C

COMMODORES BRIDGE CANAL





**LJA**  
**LJA ENGINEERING**  
 TBPE FIRM REG NO. F.1386

**EXCAVATION & BULKHEAD IMPROVEMENTS  
 WHITECAP NORTH PADRE ISLAND**

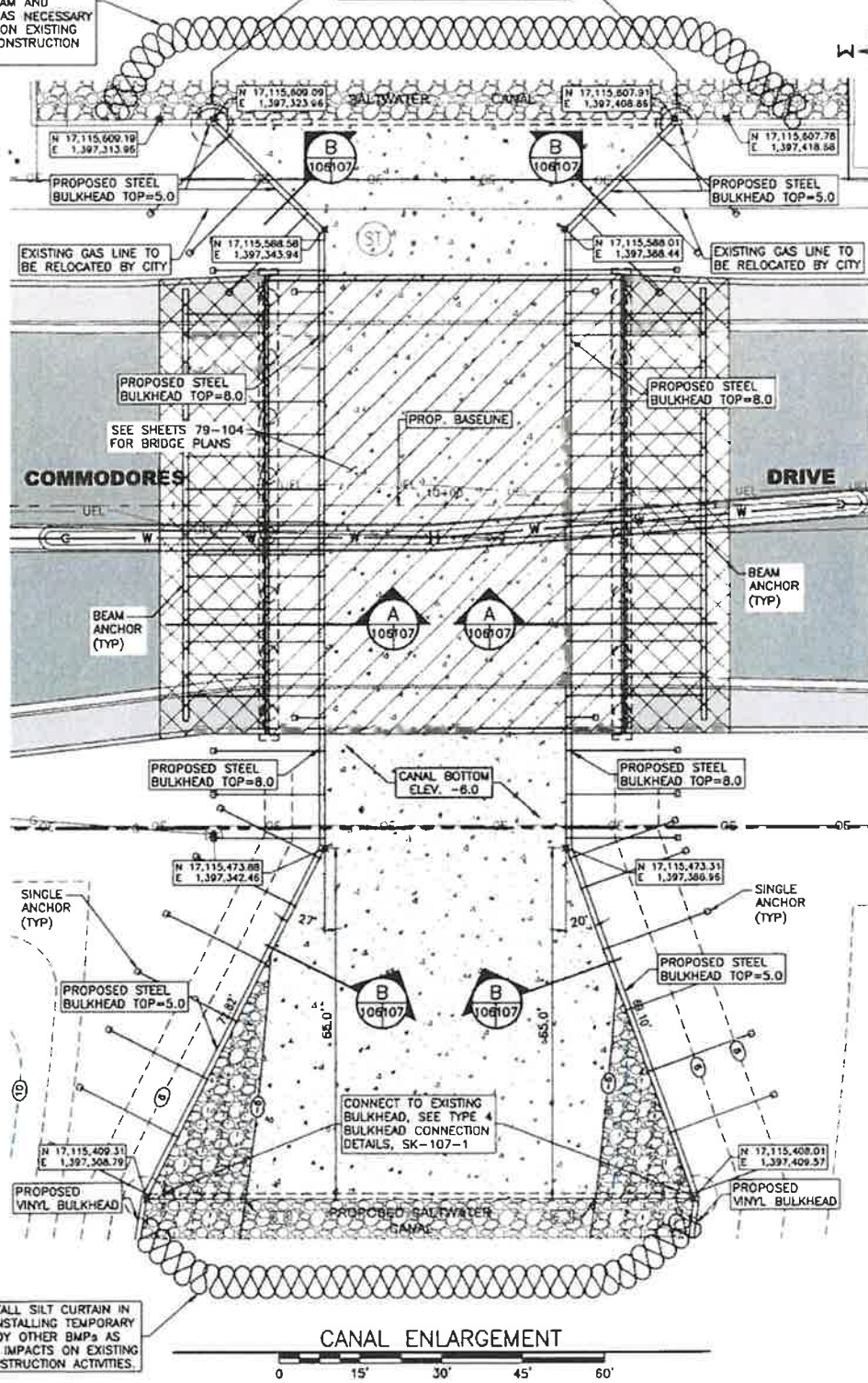
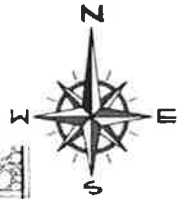
**COMMODORES BRIDGE  
 AND FINAL CANAL CONFIGURATION**

SCALE:	AS NOTED
DRAWN BY:	DWH
APPROVED BY:	JCC
DATE:	12.20.2023
JOB NO.:	C986-21143
SHEET NO.:	01 SK-CB OVERVIEW

NAME: A:\V\0015\DIAMOND BEACH HOLDINGS, LLC - 980121143 Work\Report\04\Level\04\01\Connection 01\SK-CB Overview.dwg  
 DATE: Dec 20 2023 @ 11:19 am  
 LJA Engineering, Inc. 3550 S. Staples Street, Suite 425, Corpus Christi, Texas 78411 phone: 361.991.8550 www.LJA.com

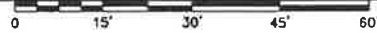
CONTRACTOR SHALL INSTALL TYPE 1 TURBIDITY CURTAIN (TEXAS BOOM COMPANY OR APPROVED EQUAL) IN EXISTING CANAL WHEN INSTALLING TEMPORARY COFFER DAM AND EMPLOY OTHER BMPs AS NECESSARY TO MINIMIZE IMPACTS ON EXISTING WATERWAYS DURING CONSTRUCTION ACTIVITIES.

CONNECT TO EXISTING BULKHEAD, SEE TYPE 5 BULKHEAD CONNECTION DETAILS, SK-107-2



CONTRACTOR SHALL INSTALL SILT CURTAIN IN EXISTING CANAL WHEN INSTALLING TEMPORARY COFFER DAM AND EMPLOY OTHER BMPs AS NECESSARY TO MINIMIZE IMPACTS ON EXISTING WATERWAYS DURING CONSTRUCTION ACTIVITIES.

CANAL ENLARGEMENT

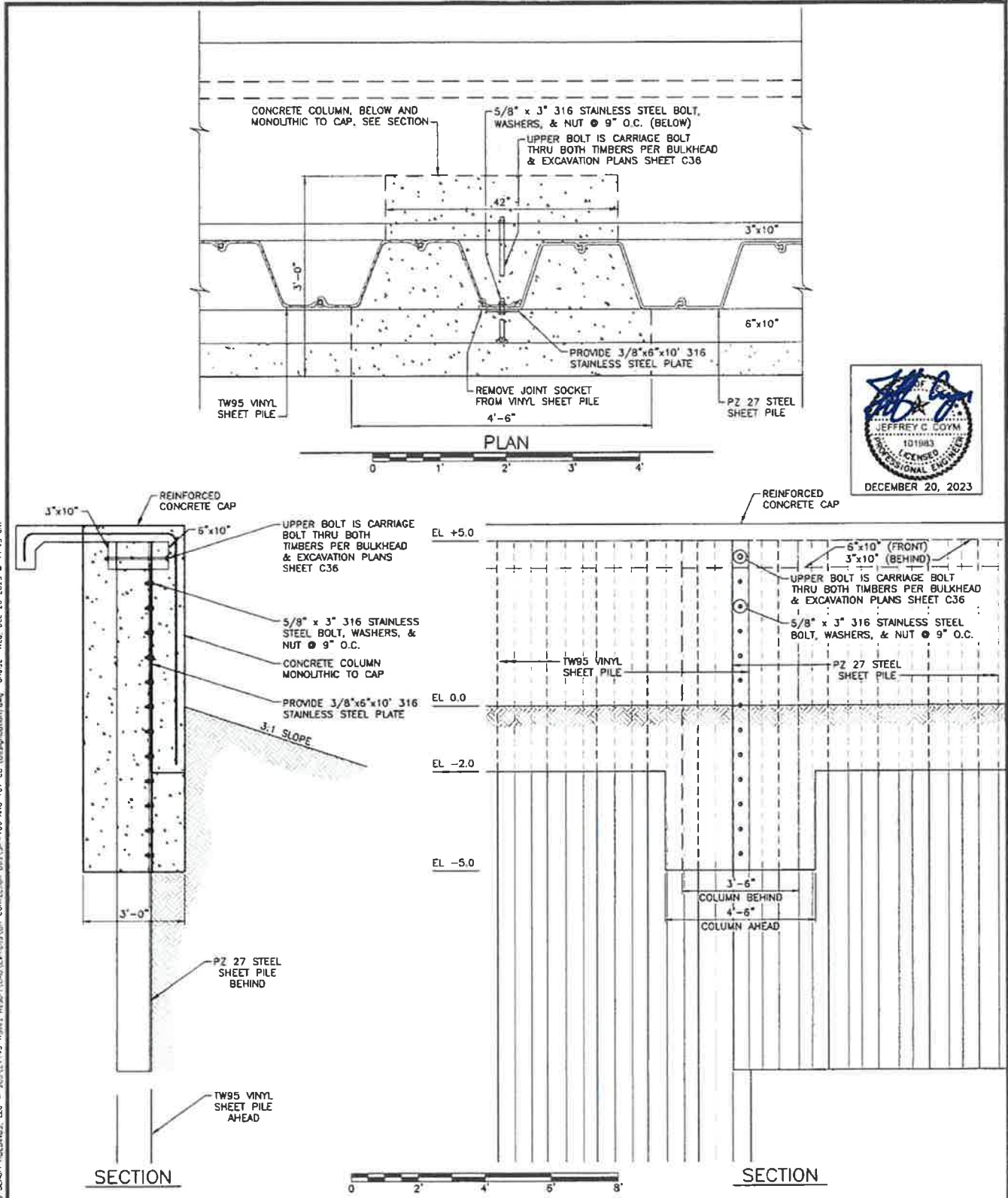


EXCAVATION & BULKHEAD IMPROVEMENTS  
WHITECAP NORTH PADRE ISLAND

COMMODORES BRIDGE  
BULKHEAD CONNECTION

SCALE:	AS NOTED
DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.08.2023
JOB NO.:	C986-21143
SHEET NO.:	02 SK-106-1



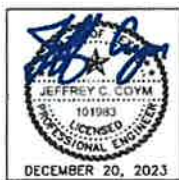
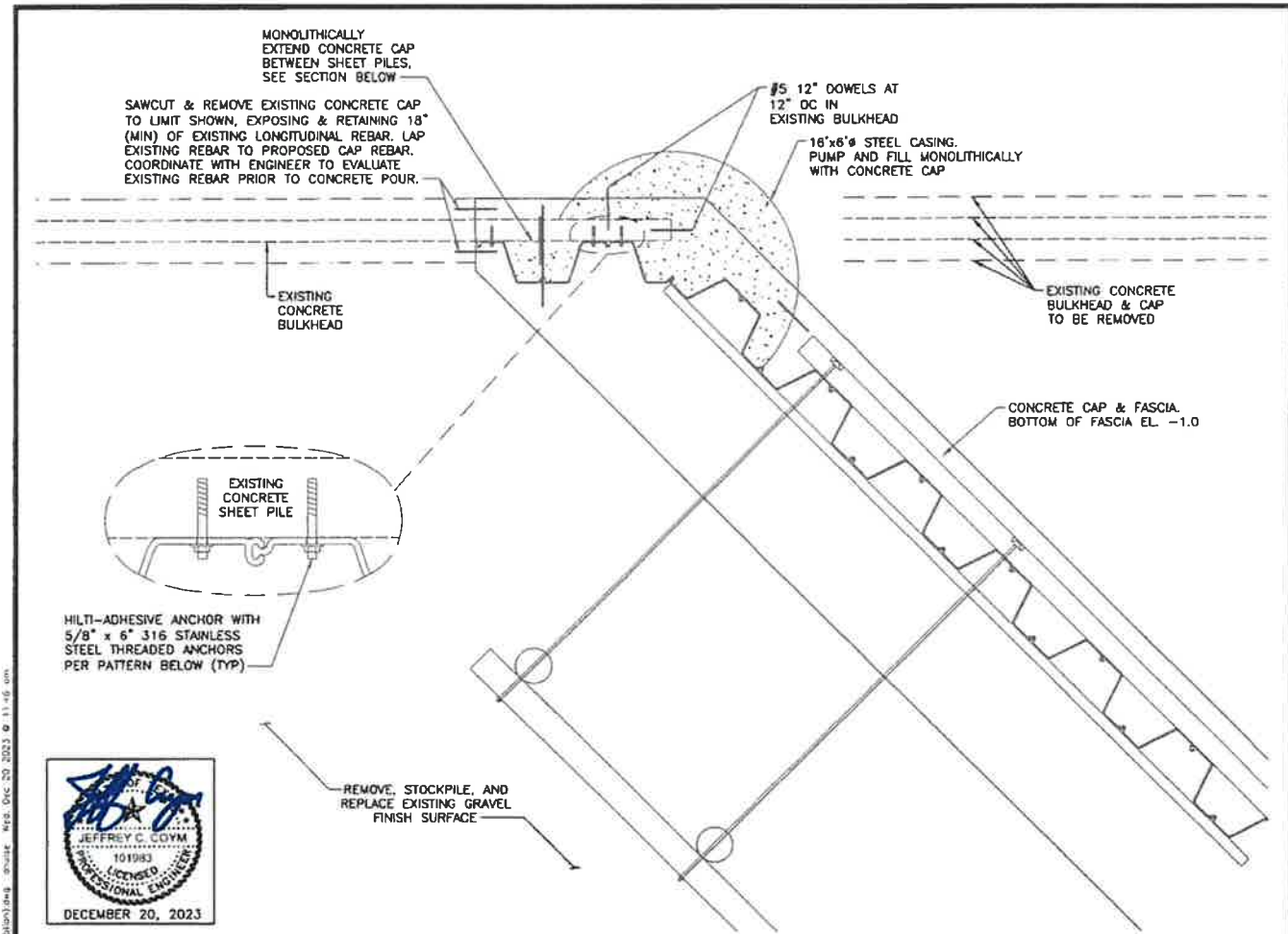


LJA NAME: R. VAUGHN@LJAENGINEERING.COM BEACH HOLDINGS, LLC - 365/21143 Waves Property/CA01/Exc-316-Vin Connection - 01/23/23 - 106 AND 107 EB (Excavation) Rev. 01/23/23 - 11:43 am

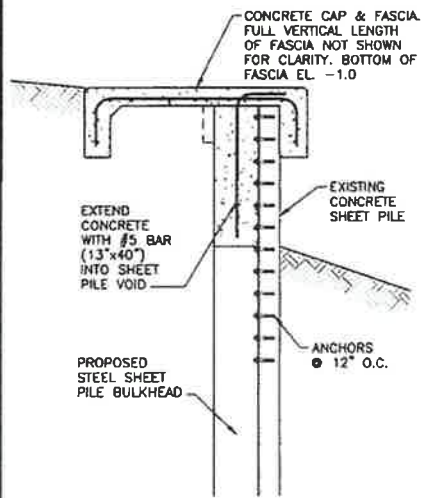
**LJA ENGINEERING**  
 TBPE FIRM REG. NO. F-1386

**EXCAVATION & BULKHEAD IMPROVEMENTS**  
**WHITECAP NORTH PADRE ISLAND**  
**TYPE 4**  
**STEEL TO VINYL BULKHEAD CONNECTION**

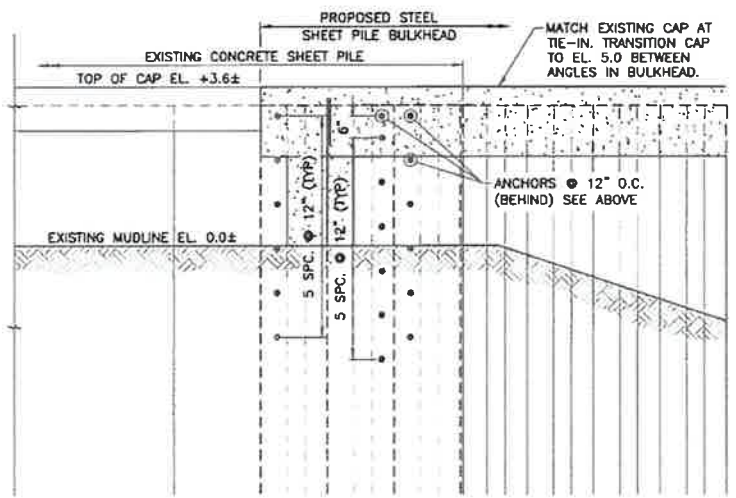
SCALE:	AS NOTED
DRAWN BY:	dp/DWH
APPROVED BY:	JCC
DATE:	12.08.2023
JOB NO.:	C986-21143
SHEET NO.:	03 SK-107-1



**PLAN**



**SECTION**



**ELEVATION**



**LJA ENGINEERING**  
 TBPE FIRM REG. NO. F-1386

**EXCAVATION & BULKHEAD IMPROVEMENTS  
 WHITECAP NORTH PADRE ISLAND**

**TYPE 5  
 STEEL TO CONCRETE BULKHEAD CONNECTION**

SCALE:	AS NOTED
DRAWN BY:	DWH
APPROVED BY:	JCC
DATE:	12.08.2023
JOB NO.:	C986-21143
SHEET NO.:	04 SK-107-2