NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, November 12, 2025 at 9:00 AM
Waller County Courthouse, Hempstead, Texas

AGENDA

NOTICE is hereby given that the Commissioners Court of Waller County, Texas, will meet at the date and time listed above at its meeting place at:

Waller County Courthouse
836 Austin Street
Hempstead, Texas 77445

Said meeting will be a regular meeting for the purpose of transacting the business of the County and to **discuss and take possible action on any of the agenda items listed below:**

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes.

3. Request by County Treasurer for Approval of Payroll Disbursements.

4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.

5. Request by County Engineer to accept Formal Notice from Flock Safety for Kimberly Dao regarding the installation of two (2) ALPR/PTZ cameras within the right of way of Anserra Trails SB From I10 Svc Rd, and Anserra Trails NB approaching I10 Svc Rd - Project # 2025-963.

6. Request by County Engineer to approve Mobility Bond assignments for Mayer Road from FM 1488 to FM 362.

7. Request by County Engineer to approve acceptance of the roads in Twinwood Business Park Phase 1A, Segment E into the county maintenance and release the bond.

8. Request by County Engineer to approve acceptance of the roads in Twinwood Business Park Phase 3 into the county maintenance and release the bond.

9. Request by County Engineer to approve the Final Plat of Azalea Section 1 and accept the Construction Bond in Precinct 3.

Requests to approve payments on the following:

10. $200.00 for Invoice #23959 to Texas Judicial Academy to be paid from line item 125-411-5632300 [County Organizational Dues].

11. $1,175.00 for Invoice dated October 14, 2025 to Schmidt Funeral Home to be paid from line item 125-423-540705 [Transport to Morgue].

12. $500.00 for Invoice #0675 to Clay's Mortuary & Cremations to be paid from line item 125-423-540705 [Transport to Morgue].

13. $3,508.12 for Invoice #329563 to ICS to be paid from line item 604-604-581839 [Courthouse Soft Cost].

14. $25,296.00 for Invoice #58016 to Imperial Woodworks, Inc. to be paid from line item 604-604-581839 [Courthouse Soft Cost].

15. $707.00 for Invoice #250158 to Sterling Flags to be paid from line item 604-604-581839 [Courthouse Soft Cost].

16. $1,202.00 for Invoice #190732 to UES Professional Solutions 44, LLC to be paid from line item 606-606-581839 [Soft Cost].

17. $27,159.07 for Invoice #32098-5 to BGE, Inc. for Professional Services rendered August 23, 2025 through September 26, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

18. $38,833.75 for Invoice #32099-5 to BGE, Inc. for Professional Services rendered August 23, 2025 through September 26, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

19. $5,000.00 for Invoice #75860-07 to Binkley & Barfield, Inc. for Professional Services rendered September 1, 2025 through September 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

20. $110,907.78 for Invoice #75665-07 to Binkley & Barfield, Inc. for Professional Services rendered September 1, 2025 through September 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

21. $91,486.49 for Invoice #193895-04 to HR Green for Professional Services rendered July 26, 2025 through August 22, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

22. $96,420.56 for Invoice #65035800-0925-06 to Kimley-Horn and Associates, Inc. for services rendered September 1, 2025 through September 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

23. $93,739.75 for Invoice #100200-6 to R.G. Miller Engineers, Inc. for Professional Engineering Services rendered August 18, 2025 through September 21, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

24. $14,519.13 for Invoice #304200.00-6 to Schaumburg & Polk, Inc. for Professional Services rendered September 1, 2025 through September 28, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

25. Request by County Auditor to Approve and/or Ratify Accounts Payable.

PRESENTATION

26. Presentation by the Waller County Historical Society.

ECONOMIC DEVELOPMENT

27. Discuss and take action to amend the tax abatement agreement between Waller County, Texas, and Twinwood Industrial Owner, LLC having Contract ID #230614-11d. Twinwood Industrial Owner, LLC was the property owner and tax abatement applicant. The property is located on Discovery Hills Parkway in Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12. The Reinvestment Zone is located west of and adjacent to Woods Road and south of Interstate 10. Twinwood Industrial Owner, LLC constructed a spec distribution building of approximately 181,000 square feet and at estimated cost of $9,000,000.00.

TAX ASSESSOR-COLLECTOR

28. Presentation of 2024-2025 statistics related to value for Business Personal Property and Single-Family Homes.

ELECTIONS

29. Discuss and take action to approve the Canvass of the November 4, 2025 Constitutional Amendment and Joint Special Election.

COUNTY ENGINEER

30. Discuss and take action to accept Assignment and Assumption of Detention Facilities Maintenance Agreement from Fort Bend County Municipal Utility District No. 213 - Twinwood Parkway PH 1A, Segment E, to Waller County; and Special Warranty Deed for the detention tracts.

GRANT MANAGER

31. Discuss and take action to authorize the County Judge to accept the FY26 Victims of Crime Act Formula Grant Program award from the Office of the Governor in the amount of $50,854.00 with a required local match contribution of $25,701.73. Funding to be paid from line item 425-411-569900 [Transfer to Grant Fund].

PROCUREMENT DIRECTOR

32. Discuss and take action to approve purchase of marquee sign for Precinct 4 Annex from Aria Signs & Designs, LLC, in an amount not to exceed $79,800.00. Funds to be paid from line item 125-600-581610 [Pct 4 Building].

TREASURER

33. Discuss and take action to approve Salary Order amendment 2025.6 effective November 16, 2025.

FIRE MARSHAL

34. Discuss and take action on Burn Ban.

DIRECTOR OF POLICY & ADMINISTRATION

35. Discuss and take action to approve 2027 Budget Calendar.

36. Discuss and take action on purchase sale agreement between Waller County and the City of Houston.

DIRECTOR OF FACILITIES

37. Discuss and take action to approve payment of $37,114.04 for Application # 20 to Sedalco from line item 604-604-581000 [Bldg Purch,Const, or Improv].

38. Discuss and take action to approve payment of $582,756.24 to be paid from:

    $33,026.91- 604-604-545045 [Professional Services]

    $549,729.33 - 604-604-581000 [Bldg Purch, Const, or Improv].

MISCELLANEOUS

39. Discuss and take action to approve Resolution for the Nomination for Board of Directors of the Waller County Appraisal District.

40. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons.

41. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney’s Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

EXECUTIVE SESSION

42. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.

43. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.

44. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

45. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

The County Commissioners Court of Waller County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 Personnel Matters, 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – OCTOBER 29, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 29th day of October 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:03 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler
Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

1. Approval of Agenda.

   Motion made by Commissioner Jones and seconded by Commissioner Smith.
   Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler – Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones – Yes	*Commissioner Beckendorff*	*– Yes*

PUBLIC COMMENT

1. Tim Junek

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – October 15, 2025 Regular Session

3. Request by County Treasurer for Approval of Payroll Disbursements.

4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.

DRAFT

5. Request by County Auditor to approve official documents and all Monthly Reports.

6. Request by County Treasurer to approve disbursement of funds for State Quarterly Reports.

7. Request by County Treasurer for approval of Stale Dated check list.

8. Request by Procurement Director to approve renewal of Bid 2025-06, term contract for fuel - bulk diesel & gasoline from Petroleum Traders Corporation. Funds to be paid from line item 110-530-537501 [Fuel].

9. Request by Procurement Director to approve renewal of Bid 2025-01, term contract for seal coating from H & C Road Solutions Corp., formerly known as H & C Construction Company Inc. Funds to be paid from line item 110-530-587500 [Road Materials & Contracts].

10. Request by the Procurement Director to advertise and solicit bids for term contracts for road base and construction materials, guardrail services, and ditch cleaning services. Advertisement to be paid from line item 125-401-544100 [Bid Notices and Printing].

11. Request by the County Engineer to accept a Formal Notice by Atmos Energy for a replacement line of a 30" HP NGL crossing Stockdick Rd, Quail St, Dove Ln, Morton Rd, and Schlipf Rd - Project # 2025-2283.

12. Request by the County Engineer to accept a Formal Notice by Fiberlight for the placement and installation of fiber optic conduit at the intersection of Waller Ave and Twinwood Parkway - Project # 2025-16[illegible].

13. Request by County Engineer to approve Bluebonnet variance request.

14. Request by County Engineer to approve Mirabella variance request.

15. Request by County Engineer to approve the Final Plat of Mirabella Drive Phase 1 and accept the Construction Bond in Precinct 3.

16. Request by County Engineer to approve the Final Plat of Mirabella Section 1 and accept the Construction Bond in Precinct 3.

17. Request by County Engineer to approve the Final Plat of Mirabella Section 2 and accept the Construction Bond in Precinct 3.

18. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Section 1 and accept the Construction Bond in Precinct 4.

19. Request by County Engineer to approve Final Replat of Rio Acres Subdivision in Precinct 1.

20. Request to approve right-of-way easement to San Bernard Electric Co-op for a tract of land situated in the Justo Liendo Survey, Abstract No. 41.

DRAFT

Requests to approve payments on the following:

21. $8,250.00 for Invoice #09658 to Brazos Valley Council of Governments from line item 125-525-546900 [BVCOG].

22. $1,125.00 for Invoice dated September 29, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

23. $8,650.00 for Invoice #1561 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

24. $2,000.00 for Invoice dated October 13, 2025 to Singleton & Sons Funeral Home, Inc. from line item 125-423-540705 [Transport to Morgue].

25. $22,555.00 for Invoice #UAS-47987 to Utility Associates Inc. related to existing contract for evidence management software to be paid from line item 241-595-561209 [ARPA MISC.]

26. $2050.16 for Invoice #63 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

27. $1,832.00 for Invoice #BXHS 3415[illegible] to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].

28. $18,755.00 for Invoice #5134[illegible] to Daily Electric to be coded 125-442-544700 [Repair and Replace].

29. $66,219.10 for Invoice #9077[illegible] to Hewlett Packard Enterprise Company to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

30. $1,410.00 for Invoice #1321 and $459.72 for Invoice #1323T, for a total cost of $1,869.72 to Telomack Cabling Solutions to be paid from125-600-581620 [Justice Center Modular Building Design Fee].

31. $1,508.00 for Invoice #1322T to Telomack Cabling Solutions to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

32. $4,032.96 for Invoice #10837854346 to Dell Technologies to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

33. $3,508.12 for Invoice #329563 to ICS to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fee].

34. $2,892.73 payable to Danny Rothe for reimbursements to be paid from ~~606-606-581839~~ **604-604-581839** [Soft Cost].

35. $4,869.09 payable to Trey Duhon for reimbursement to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

DRAFT

36. $1,904.00 for Invoice #1574 to Delicious Pastries by Mary to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

37. $175.00 for Invoice #25-6042 to Precision Printing & Office Supply to be paid from line item ~~606-606-581839~~ **604-604-581839** [Soft Cost].

38. $1,725.00 for Invoice #3826437 to Husch Blackwel to be paid from line item 125-411-540300 [Legal].

39. $81,541.50 for Invoice #85206-01-02 to GFT Infrastructure, Inc. for Professional Services rendered August 1, 2025 through August 31, 2025. Funds to be paid from line item 605-605- 545405 [Prof. Services].

40. $71,621.05 for Invoice #73106-3 to Civil Corp for Professional Services rendered through July 31, 2025. Funds to be paid from line item 60[illegible]605-545405 [Prof. Services].

41. $97,529.02 for Invoice #65035800-0725-04 to Kimley-Horn and Associates, Inc. for Professional Services rendered July 1, 2025 through July 31, 2025. Funds to be paid from line item 605-605- 545405 [Prof. Services].

42. $313,974.50 for Invoice #202539971 TO L[illegible] Engineering, Inc. for Professional Services rendered July 19, 2025 through September 5, 2025. Funds to be paid from line item 605-605- 545405 [Prof. Services].

43. $30,017.65 for Invoice #203213-1 to TEDS Infrastructure Group for Professional Services rendered June 1, 2025 through June 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

44. $36,498.13 for Invoice [illegible]500900[illegible]-5 to Volkert, Inc. for Professional Services rendered August 23, 2025 through Sept[illegible], 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

45. Request by County Auditor to approve and/or Ratify Accounts Payable.

Motion to approve **Consent Agenda** with changes to 29, 31, 32, 34,35,36, and 37 made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PROCLAMATION

46. Discuss and take action to approve Proclamation declaring October 2025 as Domestic Violence Awareness Month in Waller County.
(Judge Duhon read Proclamation)

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

DRAFT

47. Discuss and take action to approve Veteran's Day Proclamation.
(Judge Duhon read Proclamation)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

AUDITOR

48. **Presentation** from the audit firm of Armstrong, Vaughn & Associates, PC of the fiscal year 2024 Waller County Financial Audit Report.
No action required.

Advanced to Agenda Item 64

64. Discuss and take action on the proposed purchase and renovation of the Waller County Appraisal District Headquarters Building.

Motion made by Commissioner Beckendorff, seconded by Judge Duhon.
(Mr. Tim Junek, member of the Waller County Appraisal District Board explained the needs and plans for the proposed purchase)
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

TAX ASSESSOR-COLLECTOR

49. **Presentation** of the Final 2025 Tax Roll Report.
No action required.

COUNTY ENGINEER

50. Discuss and take action on Fluker Road Engineering Services Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

51. Discuss and take action to approve the establishment of "NO THRU TRUCKS" zones and the installation of "NO THRU TRUCKS" signage on the following roads:

DAVIS RD – Between Cochran Rd and FM 362, Waller, Texas
FALCON ST – Peregrine Estates, Brookshire, Texas
PEREGRINE DR - Peregrine Estates, Brookshire, Texas
WIDGEON – Peregrine Estates, Brookshire, Texas
QUAIL RUN RD - Peregrine Estates, Brookshire, Texas
(Peregrine Estates is located between Morrison Rd. and FM 529).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

DRAFT

SHERIFF

52. Discuss and take action to approve out of state travel and expenses of $2,315.90 for one investigator to obtain Internal Affairs Investigation training.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 2

53. Discuss and take action on interlocal cost sharing agreement between Waller County and the City of Waller for Old Houston Highway.

Motion made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 3

54. Discuss and take action to approve User Agreement between the Lakehouse Homeowners Association, Inc. and Waller County on behalf of the Waller County Sheriff's Office.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

GRANT MANAGER

55. Discuss and take action to authorize the County Grant Manager to submit an application in the amount of $18,000 to The Foundation for training ammunition for the Sheriff's Office. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PROCUREMENT DIRECTOR

56. Discuss and take action to approve Amendment to Agreement with Trinity Services Group, LLC for renewal of inmate food for the term November 1, 2025 through October 31, 2026. Funds to be paid from line item 125-505-563800 [Sheriff Jail Groceries]. ***and***

57. Discuss and take action to approve purchase of turnkey vehicle for Constable Precinct 1 from Lake Country Chevrolet, utilizing TIPS contract number 240901, in an amount not to exceed $69,116.07. Funds to be paid from 2026 budget line item 125-511-581400 [Vehicle]. ***and***

58. Discuss and take action on bills of sale with Enterprise Fleet Management for eleven (11) vehicles for Sheriff's Office and Constables in the amount of $4,410.92. Funds to be paid from the following line items:

DRAFT

125-516-587523 [Sheriff Fleet]
125-512-587523 [Constable 2 Fleet]
125-513-587523 [Constable 3 Fleet]
125-514-587523 [Constable 4 Fleet]. ***and***

59. Discuss and take action on Agreement with Prosperity Bank, pursuant to RFP 25-003 for depository bank services for the term January 1, 2026 through December 31, 2029. ***and***

60. Discuss and take action on Agreement with ICS, Inc. for phone services for Brookshire-Pattison Library for a one (1) year term in an amount not to exceed $262.38. Funds to be paid from line item 125-411-542501 [Telephone/Equip & Service].

Motion to approve **Agenda Items 56 thru 60** made by Commissioner Jones, seconded by Commissioner Beckendoff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

DIRECTOR OF POLICY & ADMINISTRATION

61. Discuss and take action on Blumberg 209 Development Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

DIRECTOR OF FACILITIES

62. Discuss and take action to approve Order #11325 for $39,057.56 to Wilson Bauhaus Interiors with a 50% downpayment for additional furniture for the Courthouse. Funds to be paid from line item ~~60-000-~~ **604-604**-581839 [Soft Cost].

Motion made by Commissioner Jones, seconded by Commissioner Beckendoff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

MISCELLANEOUS

63. Discuss and take action to approve the Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Waller County for Capital Cases.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

64. *Court addressed agenda item 64 earlier in the meeting. (page 5)*

DRAFT

65. Discuss and take action to approve Designation of Representatives for Houston-Galveston Area Council 2026 General Assembly and Board of Directors.

Judge Duhon made motion for Judge Duhon to be the Delegate on the Board of Directors, Commissioner Beckendorff as Alternate, and then the two Alternates on the General Assembly, Commissioner Smith and Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

66. Discuss and take action to approve the Waller County 2026 Holiday Schedule.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

67. Discuss and take action to approve setting the remaining 2025 Waller County Commissioners Court Regular Sessions to be held at the Waller County Courthouse, in Hempstead, Texas.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

68. Discuss and take action to approve setting the Waller County Commissioners Court 2026 Regular Sessions to be held at the Waller County Courthouse, in Hempstead, Texas.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

69. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons~~. **Item WITHDRAWN.**

70. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons~~. **Item WITHDRAWN.**

EXECUTIVE SESSION

71. ~~Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer~~. **Item WITHDRAWN.**

72. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725~~. **Item WITHDRAWN.**

DRAFT

73. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725~~. **Item WITHDRAWN.**

74. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session~~. **Item WITHDRAWN.**

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Meeting was **ADJOURNED** at 10:55 a.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as Ex-Officio for the Commissioners' Court of Waller County.

_____
Debbie Hollan
Waller County Clerk

APPROVED this the 12th day of November 2025.

_____
Carbett "Trey" J. Duhon, III
County Judge

DRAFT

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2025-10-20

Permit # 2025-963

Issued To: Kimberly Dao

Road Name: Anserra Trail

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

Mayer Road: FM 1488 to FM 362

- Prime: Cobb, Fendley & Associates
- Environmental: Raba Kistner
- Surveying: Landtech
- Geotechnical: Raba Kistner
- Utilities: Cobb, Fendley & Associates

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 3, 2025

Steven Boyd, PE
Project manager
LJA Engineering
1904 n Grand Pkwy, Suite 105
Katy, Texas 77449

Re: Twinwood Business Park Phase 1A, Segment E – Final Completion Acceptance

Mr. Boyd,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Twinwood Parkway PH 1A, Seg E

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Twinwood parkway	4	6136.62	1.16	90.100	Asphalt	22		5/30/2025	2506312	$ 2,485,060.57	Includes 250 foot long 3 span bridge over Brookshire Creek
		6136.62	1.16							$ 2,485,060.57	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 3, 2025

Steven Boyd, PE
Project manager
LJA Engineering
1904 n Grand Pkwy, Suite 105
Katy, Texas 77449

Re: Twinwood Business Park Phase 3 – Final Completion Acceptance

Mr. Boyd,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Twinwood Business Park phase 3 Street Dedication

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction
Enterprise Center Boulevard	4	2277.9	0.4314	100	Concrete	50	Between Woods Road & Twinwood Parkway			$ 613,669.05
Discovery Hills Parkway	4	2051.7	0.3886	100	Concrete	50	West of Woods, East of Twinwood Parkway			$ 412,998.09
		4329.53	**0.82**							**$ 1,026,667.14**

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval- Azalea Section 1

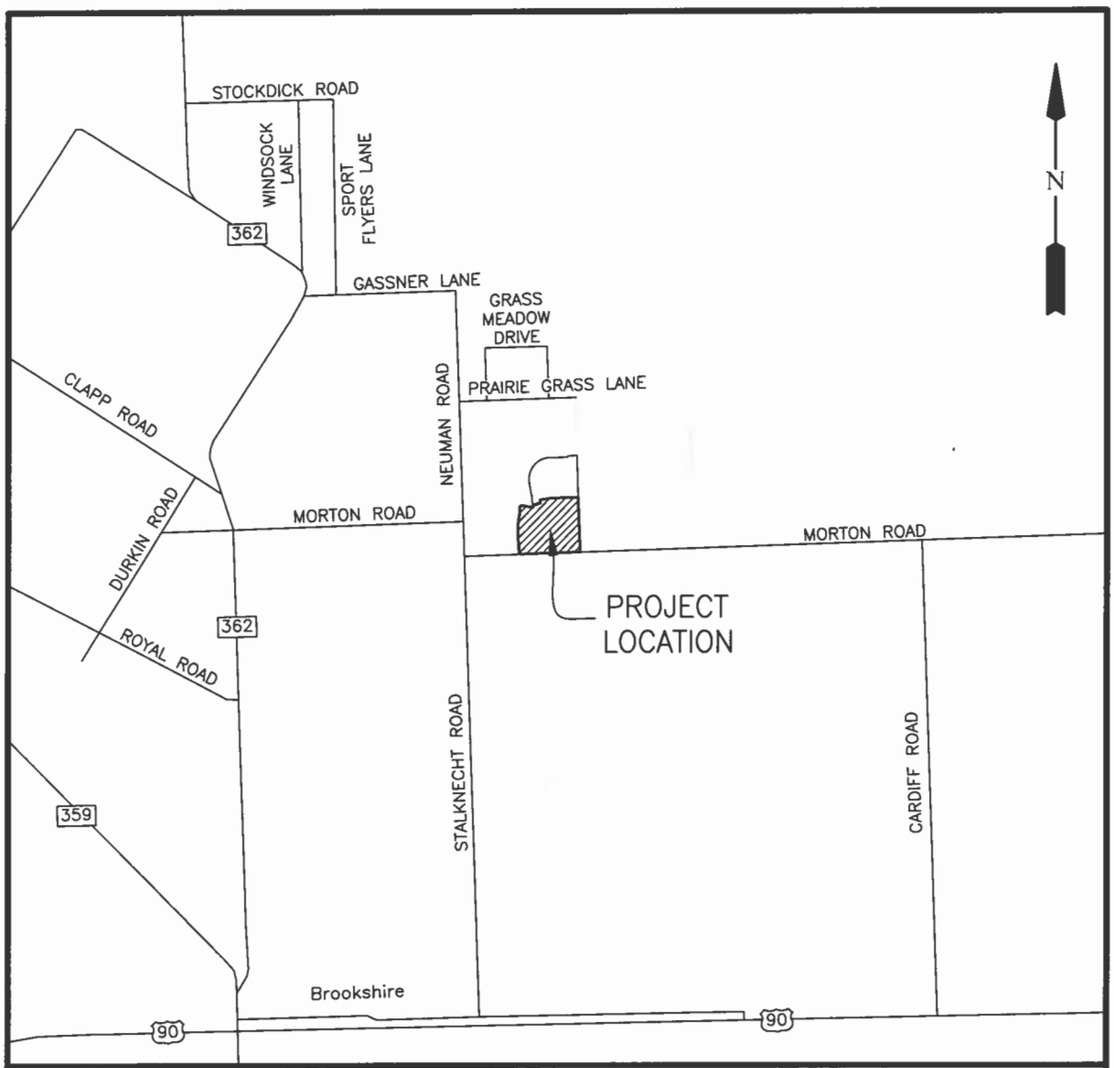
Date: November 12, 2025

Background

Final Plat of Azalea Section 1 which consists of 39.125 acres will include 124 Lots, 7 Blocks and 8 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
SCALE: 1" = 4000'

KEY MAP NO. 442K

FINAL PLAT
AZALEA
SECTION 1

A SUBDIVISION OF 39.125 ACRES OF LAND SITUATED IN THE T.S. REESE SURVEY, ABSTRACT NUMBER 328, WALLER COUNTY, TEXAS.

124 LOTS 8 RESERVES (13.539 ACRES) 7 BLOCKS

AUGUST 19, 2025 JOB NO. 2772-0021.310

OWNER/DEVELOPER:

MAPLE GROVE DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
1333 WEST LOOP SOUTH, SUITE 910, HOUSTON, TX, 77027
PHONE: (713) 380-1636 EMAIL: RUSS@MAPLEDEVELOPMENTGROUP.COM

SURVEYOR:

MILLER SURVEY
DCCM
Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com

ENGINEER:

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

STATE OF TEXAS
COUNTY OF WALLER

WE, ITIEL KAPLAN AND LOREAL SILCOTT, PRESIDENT AND OFFICE MANAGER RESPECTIVELY, OF MAPLE GROVE DEVELOPMENT LLC, A TEXAS LIMITED PARTNERSHIP, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF AZALEA SECTION 1, MAKE SUBDIVISION OF THE PROPERTY ON BEHALF OF THE CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN AND DEDICATED TO THE PUBLIC, THE STREETS, ALL ALLEYS, PARKS AND EASEMENTS SHOWN, AND WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERNATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO THE GRADES, AND BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF AZALEA SECTION 1 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY, OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.

2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.

3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A B3 NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS, ALTHOUGH DIP-STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.

4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/PERMIT EXEMPTIONS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.

5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORD AT PAGE _____ VOLUME _____ OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID MAPLE GROVE DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.

6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION EXCEPT AS SHOWN ON THE ABOVE PLAT.

7. THERE SHALL BE NO SANITARY SEWER SYSTEM OR ANY WATER WELL CONSTRUCTED WITHIN 50 FEET OF ANY LOT LINE THAT DOES NOT ADJOIN A PUBLIC ROAD.

IN TESTIMONY, HERETO, THE MAPLE GROVE DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED TO BE SIGNED BY ITIEL KAPLAN, ITS PRESIDENT, ATTESTED BY ITS LOREAL SILCOTT, OFFICE MANAGER, AND ITS SEAL, THIS 28 DAY OF August, 2025, A.D.

MAPLE GROVE DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: TEXAS MAPLE GROVE HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY MAPLE GROVE GP, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY MAPLE X INC.
A TEXAS CORPORATION

BY: Itiel Kaplan
ITIEL KAPLAN, PRESIDENT

ATTEST: Loreal Silcott
LOREAL SILCOTT, OFFICE MANAGER

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ITIEL KAPLAN, PRESIDENT AND LOREAL SILCOTT, OFFICE MANAGER OF MAPLE GROVE DEVELOPMENT, LLC, A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED, AND IN THE CAPACITIES STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 28 DAY OF August 2025, A.D.

Nancy Chase
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NANCY CHASE
Notary Public, State of Texas
Comm. Expires 05-20-2026
Notary ID 11465915

THIS IS TO CERTIFY THAT I, JOHN MARK OTTO, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THIS SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350E, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "A" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN)

ALL PORTIONS OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL NO. 48473C0350E, DATED FEBRUARY 18, 2009.

ALL PORTIONS OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 0.2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL NO. 48473C0350E, DATED FEBRUARY 18, 2009.

John Mark Otto 8-20-2025

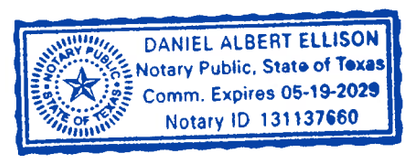
JOHN MARK OTTO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6672

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN MARK OTTO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

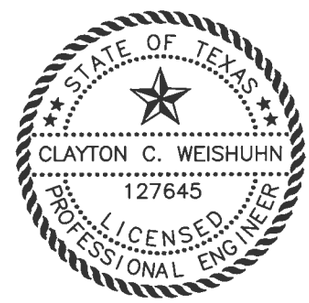
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20TH DAY OF AUGUST, 20 25, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



I, CLAYTON C. WEISHUHN, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF WALLER COUNTY TO THE BEST OF MY KNOWLEDGE.

CLAYTON C. WEISHUHN, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 127645

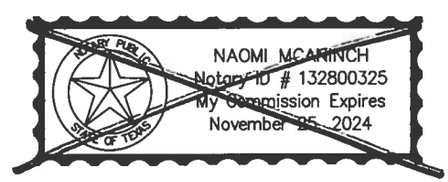


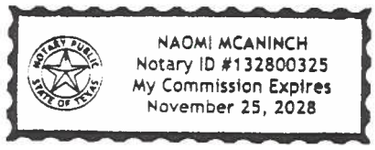
STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CLAYTON C. WEISHUHN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 12th DAY OF August, 20 25, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





APPROVED BY CITY COUNCIL OF CITY OF PATTISON, TEXAS, THIS 11 DAY OF September, 2025.

DAPHNEY KIRBY
MAYOR

JOE GARCIA
COUNCILMAN NO. 1

FRANK COBIO, JR.
COUNCILMAN NO. 2

RANDALL FLOWERS
COUNCILMAN NO. 3

WESLEY "SANDY" BULLER
MAYOR PRO TEM – COUNCILMAN NO. 4

ANISSA MCGOWAN
COUNCILMAN NO. 5

I, CRAIG W. KALKOMEY, CITY ENGINEER OF CITY OF PATTISON, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF CITY OF PATTISON.

9/11/2025
DATE

CRAIG W. KALKOMEY, P.E., CFM
CITY ENGINEER

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–46

APPROVED BY THE BOARD OF SUPERVISORS ON 08/12/2025
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

I, J. ROSS MCCALL, COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

DATE

J. ROSS MCCALL, P.E.
COUNTY ENGINEER

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS,

THIS _____ DAY OF _____, 20_____, A.D.

_____
CARBETT "TREY" J. DUHON III
COUNTY JUDGE

_____
JOHN A. AMSLER
PRECINCT 1, COUNTY COMMISSIONER

_____
KENDRIC D. JONES
PRECINCT 3, COUNTY COMMISSIONER

_____
WALTER E. SMITH, P.E., R.P.L.S.
PRECINCT 2, COUNTY COMMISSIONER

_____
JUSTIN BECKENDORFF
PRECINCT 4, COUNTY COMMISSIONER

ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF _____ 20_____, A.D. AT _____ O'CLOCK _____. M, IN INSTRUMENT NUMBER _____, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY: _____
DEPUTY

METES AND BOUNDS:

BEING A TRACT OF LAND CONTAINING 39.125 ACRES (1,704,287 SQUARE FEET) LOCATED IN THE T.S. REESE SURVEY, ABSTRACT NUMBER (NO.) 328 IN WALLER COUNTY TEXAS; SAID 39.125 ACRE TRACT BEING A PORTION OF A CALLED 257.540 ACRE TRACT RECORDED IN THE NAME OF MAPLE GROVE DEVELOPMENT, LLC IN WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2114577; SAID 39.125 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4204, NORTH AMERICAN DATUM OF 1983 (NAD83), AS PER GPS OBSERVATIONS):

BEGINNING AT A 1-INCH IRON PIPE FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF MORTON ROAD (60-FEET WIDE PER OCCUPATION), BEING THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 317.3080 ACRE TRACT RECORDED IN THE NAME OF MORTON RD PROPERTY, UNDER W.C.C.F. NO. 1900318, BEING ON THE NORTH LINE OF A CALLED 20.000 ACRE TRACT RECORDED IN THE NAME OF BIN HAO AND WIFE, GUANG-XIA QIU, UNDER WALLER COUNTY DEED RECORD (W.C.D.R.) VOL. 1023, PG. 453, AND MARKING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 257.540 ACRE TRACT, (FROM WHICH A COTTON SPINDLE FOUND IN ASPHALT AT THE SOUTHWEST CORNER OF A CALLED 15.000 ACRE TRACT RECORDED IN THE NAME OF MAPLE GROVE SQUARE, UNDER W.C.C.F. NO. 2114558, BEARS SOUTH 87 DEGREES 55 MINUTES 36 SECONDS WEST, A DISTANCE OF 2,639.75 FEET);

THENCE, WITH THE LINE COMMON TO SAID 257.540 ACRE TRACT, SAID 20.000 ACRE TRACT, AND ALSO ALONG THE NORTH LINE OF THE REMAINDER OF A CALLED 50.026 ACRE TRACT RECORDED IN THE NAME OF FULL BLESSING INVESTMENTS, LP, UNDER W.C.D.R. VOL. 858, PG. 400, SOUTH 87 DEGREES 55 MINUTES 36 SECONDS WEST, A DISTANCE OF 1,367.42 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 257.540 ACRE TRACT, AND WITH THE LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWENTY-SIX (26) COURSES:

1. NORTH 02 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
2. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD THAT BEARS NORTH 47 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 35.36 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
3. NORTH 02 DEGREES 04 MINUTES 22 SECONDS WEST, A DISTANCE OF 108.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
4. 33.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 01 SECONDS AND A CHORD THAT BEARS NORTH 03 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 33.46 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
5. NORTH 03 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 116.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
6. 33.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 01 SECONDS AND A CHORD THAT BEARS NORTH 03 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 33.46 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
7. NORTH 02 DEGREES 04 MINUTES 22 SECONDS WEST, A DISTANCE OF 158.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
8. 320.75 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 22 MINUTES 35 SECONDS AND A CHORD THAT BEARS NORTH 02 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 320.39 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
9. NORTH 07 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 78.67 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
10. 188.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 07 DEGREES 29 MINUTES 31 SECONDS AND A CHORD THAT BEARS NORTH 03 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 188.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
11. 38.73 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 45 MINUTES 47 SECONDS AND A CHORD THAT BEARS NORTH 44 DEGREES 11 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
12. 114.63 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 48 MINUTES 11 SECONDS AND A CHORD THAT BEARS SOUTH 86 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 114.49 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
13. SOUTH 81 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 111.02 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
14. 58.03 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 33 MINUTES 16 SECONDS AND A CHORD THAT BEARS SOUTH 83 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 58.01 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
15. NORTH 03 DEGREES 49 MINUTES 25 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
16. 80.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 25 SECONDS AND A CHORD THAT BEARS SOUTH 89 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 80.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
17. 39.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 16 MINUTES 38 SECONDS AND A CHORD THAT BEARS NORTH 41 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 35.75 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
18. NORTH 85 DEGREES 37 MINUTES 21 SECONDS EAST, A DISTANCE OF 60.00 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
19. NORTH 04 DEGREES 22 MINUTES 39 SECONDS WEST, A DISTANCE OF 56.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
20. 17.51 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,930.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 31 MINUTES 12 SECONDS AND A CHORD THAT BEARS NORTH 04 DEGREES 38 MINUTES 15 SECONDS WEST, A DISTANCE OF 17.51 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
21. NORTH 80 DEGREES 29 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.32 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
22. NORTH 80 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 44.57 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
23. NORTH 83 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 44.15 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
24. NORTH 86 DEGREES 34 MINUTES 34 SECONDS EAST, A DISTANCE OF 88.65 FEET TO AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
25. NORTH 88 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 561.00 FEET TO THE WEST LINE OF SAID REMAINDER OF A CALLED 317.3080 ACRE TRACT, THE MOST SOUTHERLY EAST LINE OF SAID 257.540 ACRE TRACT, AND AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
26. WITH THE LINE COMMON TO SAID 257.540 ACRE TRACT, AND SAID REMAINDER OF A CALLED 317.3080 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, SOUTH 01 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 1,289.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.125 ACRES (1,704,287 SQUARE FEET) OF LAND.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A PROJECT SCALE FACTOR OF: 0.9998940015, AS PER GPS OBSERVATIONS.

2. PROJECT BENCHMARK:
   NATIONAL GEODETIC SURVEY STATION No. G 768 (PID: AW0122)
   BEING A NGS DISC STAMPED "G 768 1943" IN A CONCRETE HEADWALL. BENCHMARK LOCATION BEING 1.15 MILE WEST ALONG U.S. HIGHWAY 90 FROM THE JUNCTION OF F.M. 359 IN BROOKSHIRE, +/− 1 MILE WEST ALONG THE MISSOURI−KANSAS−TEXAS RAILROAD FROM THE STATION AT BROOKSHIRE, ABOUT 3 POLES WEST OF MILE POST 1047, 9.6 FEET SOUTH OF THE SOUTH RAIL, 125 FEET NORTH OF THE CENTERLINE OF U.S. HIGHWAY 90, 222 FEET WEST OF THE CENTERLINE OF A DIRT ROAD LEADING NORTHWEST TO A HOUSE, SET IN THE TOP OF THE EAST END OF THE SOUTH HEADWALL OF A CONCRETE BOX CULVERT UNDER THE RAILROAD TRACK AND +/− 2 FEET BELOW THE LEVEL OF THE TRACK.
   ELEVATION = 161.01' NAVD88

3. TEMPORARY BENCHMARK (TBM) "F":
   BEING AN "X" CUT IN A CONCRETE ON THE WEST SIDE OF A CONCRETE DRIVE, +/− 2,681' EAST OF THE CENTERLINE OF THE INTERSECTION OF MORTON ROAD AND NEUMAN ROAD.
   ELEVATION = 166.89' NAVD88

4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350E, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD).

5. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 170.40 FEET ABOVE MEAN SEA LEVEL (NGVD 29, 1973 ADJUSTMENT). THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN (18) INCHES ABOVE NATURAL GROUND.

6. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN SHALL BE ELEVATED TO ONE FOOT (1') ABOVE THE BASE FLOOD ELEVATION. NO BUILDING PERMITS WILL BE ISSUED IN A FLOOD HAZARD AREA BELOW THE BASE FLOOD ELEVATION (B.F.E.) CONTACT THE CITY ENGINEER'S OFFICE FOR SPECIFIC INFORMATION.

7. RIGHT OF WAY EASEMENTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ALL STREET OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY STREET WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE.

8. OWNER'S RESPONSIBILITIES:

   A. THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY THE CITY COUNCIL. THE CITY COUNCIL ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE CITY COUNCIL, THE CITY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE CITY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS. THE CITY WILL NOT CONSIDER TAKING OVER STREET MAINTENANCE UNTIL SUCH TIME THE SUBDIVISION IS ANNEXED INTO THE CITY LIMITS. UNTIL SUCH TIME, THE STREETS SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL ACCEPTANCE BY THE COUNTY.

   B. THE CITY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

   C. THE OWNERS OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY.

9. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

10. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.

11. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.

12. PROPERTY LIES WITHIN WALLER COUNTY, BROOKSHIRE−KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 43, AND CITY OF PATTISON ETJ.

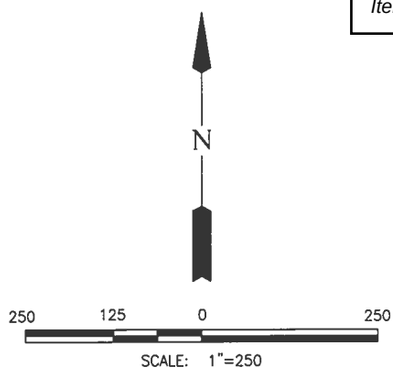
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.

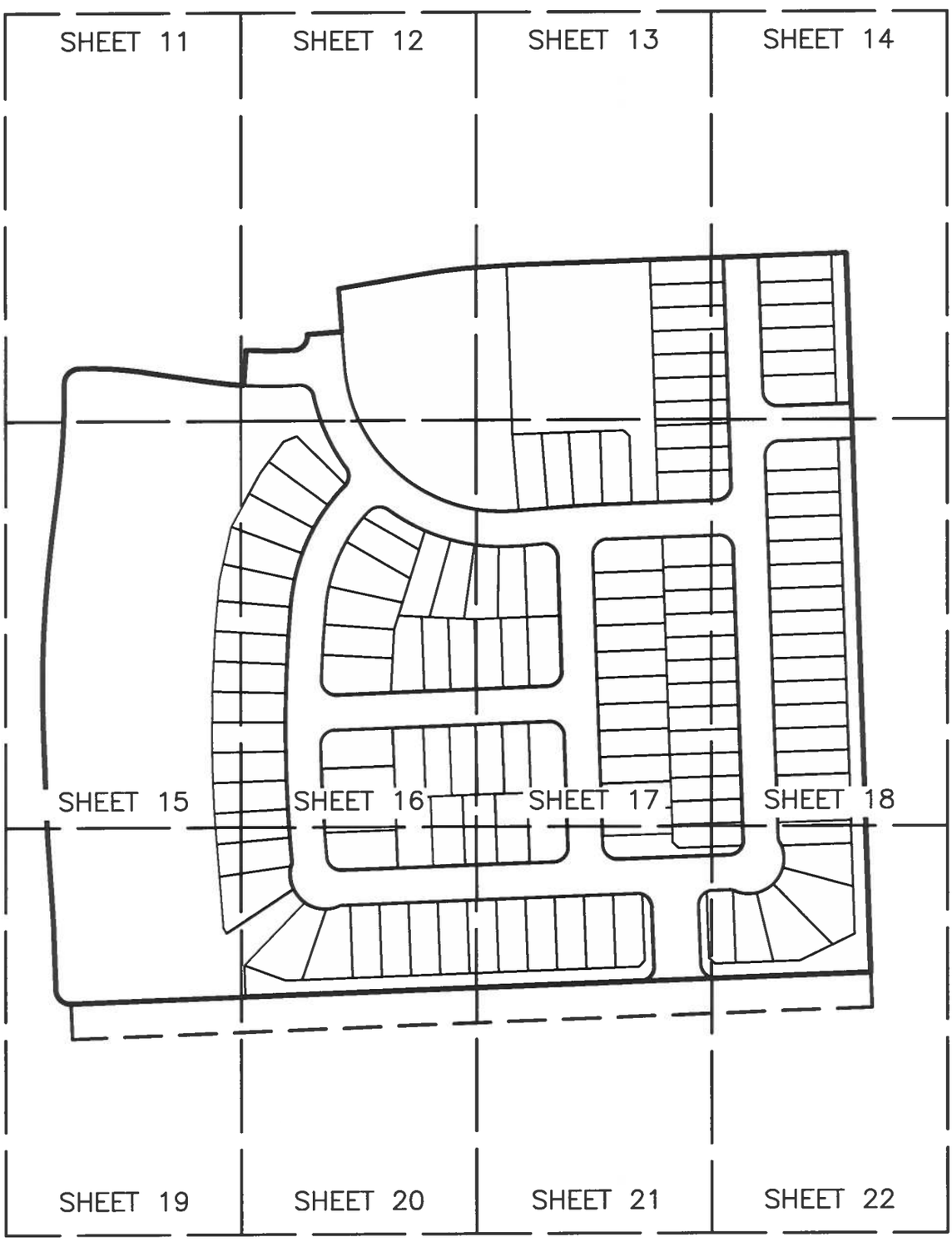
14. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE−APPROVED COMMUNITY WATER SYSTEM.

15. ALL INTERIOR LOTS SHALL HAVE A MINIMUM SETBACK OF FIVE FEET (5') ALONG THE SIDE LOT LINE.

16. ALL LOTS ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE.

17. FOR A FULL SIZE COPY OF THIS PLAT, PLEASE CONTACT THE WALLER COUNTY CLERK'S OFFICE





FINAL PLAT
AZALEA SECTION 1
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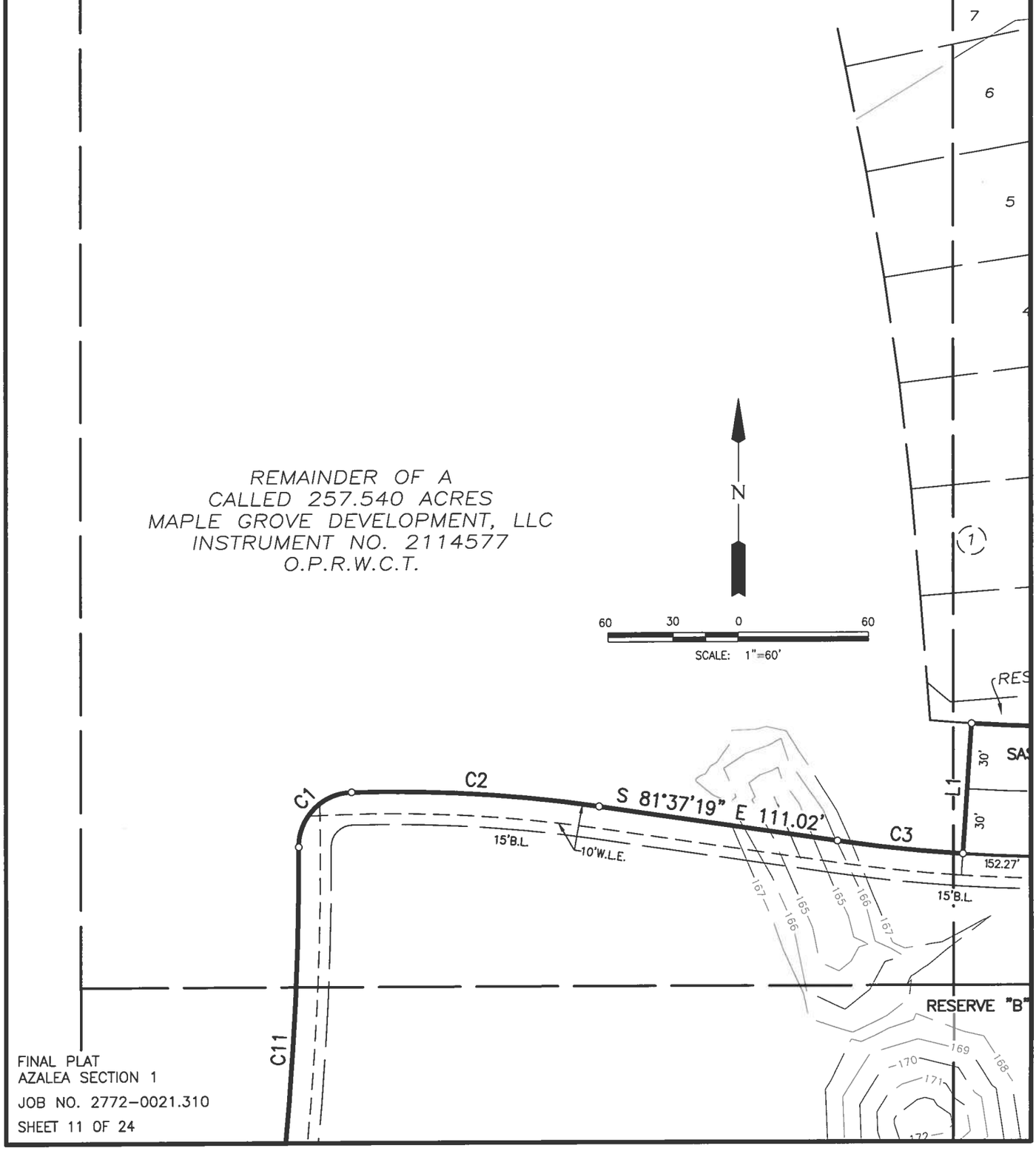
CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	88°45'47"	38.73'	N 44°11'36" E	34.97'
C2	670.00'	9°48'11"	114.63'	S 86°31'25" E	114.49'
C3	730.00'	4°33'16"	58.03'	S 83°53'57" E	58.01'
C4	670.00'	6°55'25"	80.96'	S 89°38'18" E	80.92'
C5	25.00'	91°16'38"	39.83'	N 41°15'40" E	35.75'
C6	1,930.00'	0°31'12"	17.51'	N 04°38'15" W	17.51'
C7	25.00'	90°00'02"	39.27'	N 47°04'23" W	35.36'
C8	1,000.00'	1°55'01"	33.46'	N 03°01'52" W	33.46'
C9	1,000.00'	1°55'01"	33.46'	N 03°01'52" W	33.46'
C10	1,960.00'	9°22'35"	320.75'	N 02°36'56" E	320.39'
C11	1,440.00'	7°29'31"	188.29'	N 03°33'28" E	188.16'
C12	700.00'	8°12'04"	100.19'	N 89°43'23" E	100.11'
C13	300.00'	90°20'31"	473.03'	S 49°32'54" E	425.53'
C14	1,000.00'	2°47'47"	48.81'	N 86°40'44" E	48.80'
C15	300.00'	40°03'21"	209.73'	S 25°08'51" W	205.49'
C16	2,350.00'	9°59'52"	410.06'	S 00°07'15" W	409.54'
C17	55.00'	87°11'43"	83.70'	S 48°28'32" E	75.85'
C18	55.00'	89°50'59"	86.25'	N 43°00'07" E	77.68'
C19	270.00'	90°20'31"	425.73'	S 49°32'54" E	382.98'
C20	1,030.00'	2°47'47"	50.27'	N 86°40'44" E	50.26'
C21	25.00'	90°00'00"	39.27'	N 43°04'37" E	35.36'
C22	25.00'	90°00'00"	39.27'	S 46°55'23" E	35.36'
C23	25.00'	90°00'00"	39.27'	S 43°04'37" W	35.36'
C24	25.00'	25°03'27"	10.93'	S 14°27'07" E	10.85'
C25	60.00'	139°57'54"	146.57'	S 43°00'07" W	112.75'
C26	25.00'	25°03'27"	10.93'	N 79°32'40" W	10.85'
C27	25.00'	90°00'00"	39.27'	S 42°55'36" W	35.36'
C28	25.00'	90°00'00"	39.27'	S 47°04'24" E	35.36'
C29	25.00'	90°00'00"	39.27'	N 42°55'36" E	35.36'
C30	25.00'	90°00'00"	39.27'	N 47°04'24" W	35.36'
C31	25.00'	19°45'00"	8.62'	S 78°03'06" W	8.57'
C32	60.00'	126°41'42"	132.67'	N 48°28'32" W	107.25'
C33	25.00'	19°45'00"	8.62'	N 04°59'49" E	8.57'
C34	2,380.00'	9°59'52"	415.29'	N 00°07'15" E	414.77'
C35	330.00'	38°58'04"	224.44'	N 24°36'13" E	220.14'
C36	25.00'	80°00'35"	34.91'	N 04°04'57" E	32.14'
C37	330.00'	23°10'54"	133.52'	N 24°19'53" W	132.61'
C38	25.00'	80°49'56"	35.27'	N 53°09'24" W	32.42'
C39	730.00'	7°23'47"	94.24'	N 89°52'29" W	94.17'
C40	25.00'	88°38'30"	38.68'	N 43°36'21" E	34.93'
C41	25.00'	90°09'01"	39.34'	S 46°59'53" E	35.40'
C42	25.00'	89°50'59"	39.20'	S 43°00'07" W	35.31'
C43	25.00'	87°11'43"	38.05'	N 48°28'32" W	34.48'
C44	2,320.00'	4°09'47"	168.56'	N 02°47'47" W	168.53'
C45	25.00'	82°38'35"	36.06'	N 84°55'34" E	33.01'
C46	330.00'	40°58'02"	235.95'	S 74°14'09" E	230.96'
C47	25.00'	92°47'47"	40.49'	S 48°19'16" E	36.21'
C48	25.00'	89°50'59"	39.20'	S 43°00'07" W	35.31'
C49	25.00'	94°06'28"	41.06'	N 45°01'10" W	36.60'
C50	2,320.00'	3°05'06"	124.92'	N 03°34'38" E	124.91'
C51	270.00'	38°29'05"	181.36'	N 24°21'44" E	177.97'
C52	25.00'	90°00'00"	39.27'	N 43°04'37" E	35.36'
C53	25.00'	90°00'00"	39.27'	S 46°55'23" E	35.36'
C54	25.00'	89°50'59"	39.20'	S 43°00'07" W	35.31'
C55	25.00'	90°09'01"	39.34'	N 46°59'53" W	35.40'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 03°49'25" E	60.00'
L2	N 85°37'21" E	60.00'
L3	N 04°22'39" W	56.48'
L4	N 80°51'48" E	44.57'
L5	N 83°02'47" E	44.15'
L6	N 02°04'24" W	60.00'
L7	N 85°37'21" E	40.62'
L8	S 04°22'39" E	58.45'
L9	S 45°10'32" W	43.98'
L10	S 04°52'41" E	23.33'
L11	N 41°31'28" E	13.58'
L12	N 46°59'53" W	8.39'
L13	S 04°22'39" E	58.45'
L14	S 87°55'36" W	26.91'
L15	N 04°52'41" W	23.17'
L16	N 85°16'50" E	41.21'
L17	N 04°52'41" W	23.33'
L18	N 02°04'24" W	54.44'
L19	S 69°25'14" E	76.45'
L20	N 42°55'36" E	14.14'
L21	S 68°08'13" W	24.71'
L22	S 29°23'20" E	10.48'
L23	N 46°55'23" W	14.14'
L24	S 47°04'24" E	14.14'
L25	S 46°55'23" E	14.14'
L26	N 01°55'23" W	25.91'
L27	S 87°57'30" W	32.45'
L28	N 02°02'30" W	10.00'
L29	N 87°57'30" E	42.47'

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.463	20,187	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	7.875	343,018	RESTRICTED TO DETENTION/OPEN SPACE
C	0.073	3,190	RESTRICTED TO LANDSCAPE/OPEN SPACE
D	2.318	100,955	RESTRICTED TO RECREATION CENTER
E	1.756	76,509	RESTRICTED TO WATER PLANT SITE
F	0.147	6,418	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.759	33,064	RESTRICTED TO LANDSCAPE/OPEN SPACE
H	0.148	6,448	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	13.539	589,789	



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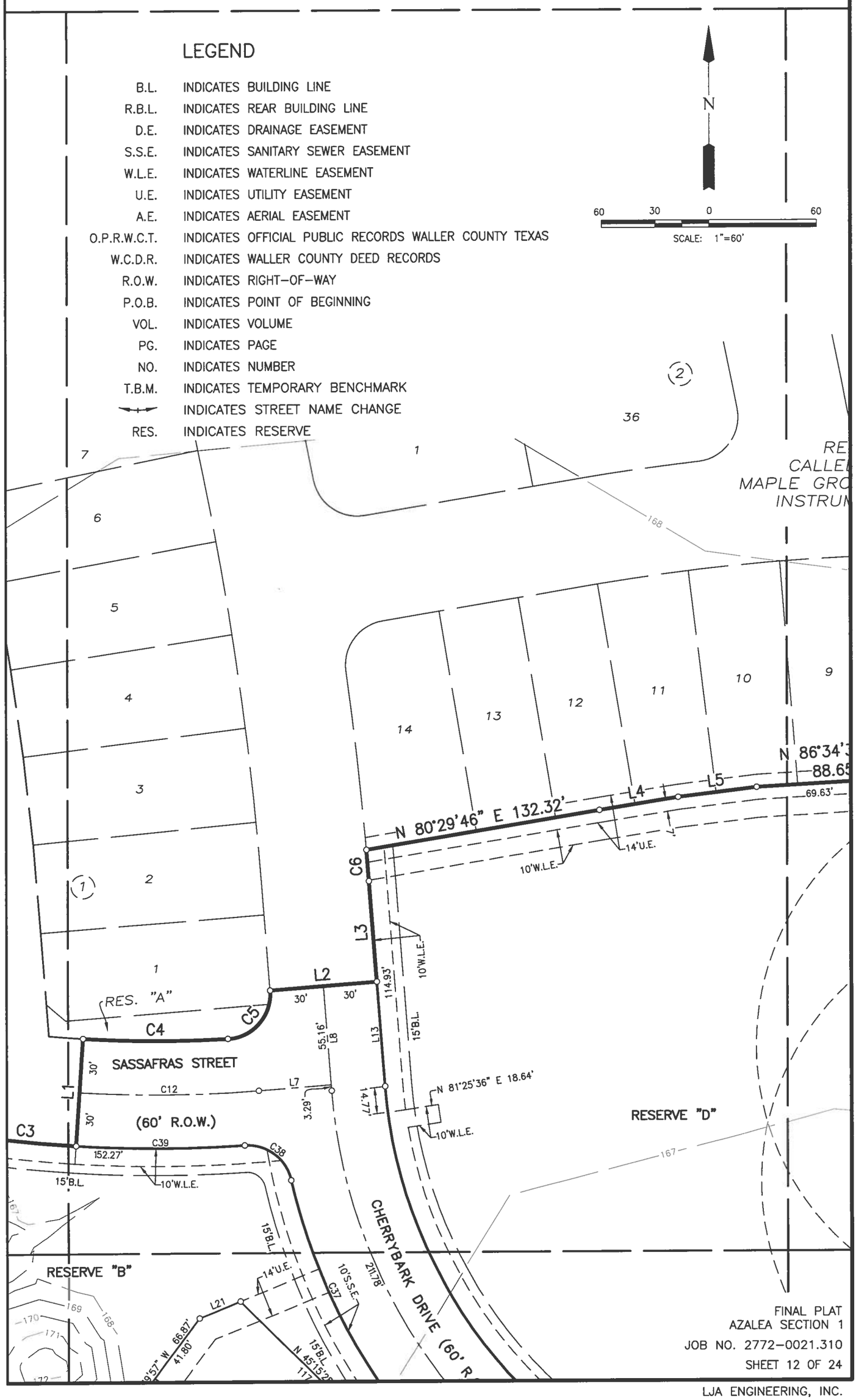

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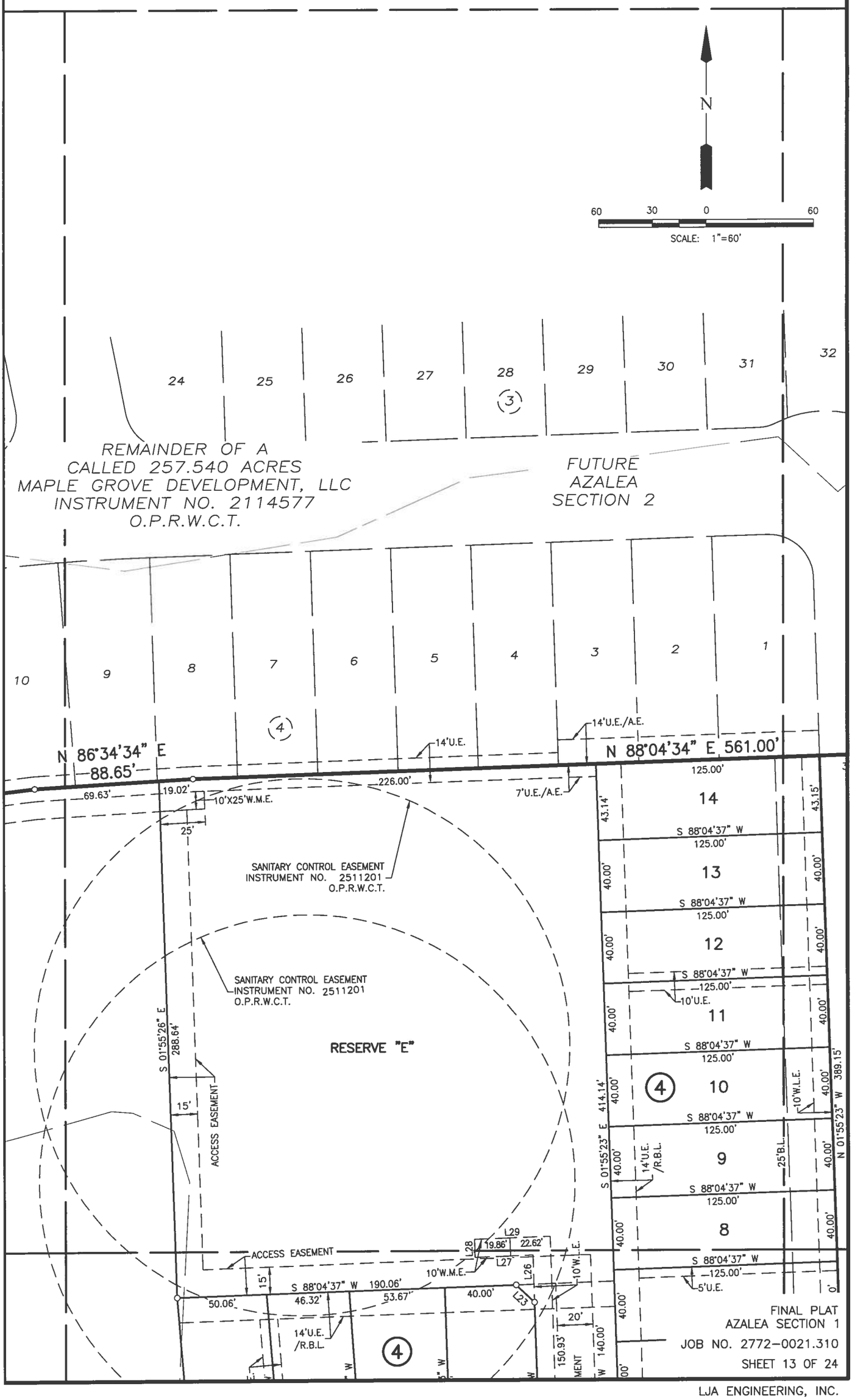
LJA ENGINEERING, INC.


N
60 30 0 60
SCALE: 1"=60'
REMAINDER OF A
CALLED 257.540 ACRES
MAPLE GROVE DEVELOPMENT, LLC
INSTRUMENT NO. 2114577
O.P.R.W.C.T.
FUTURE
AZALEA
SECTION 2
24 25 26 27 28 29 30 31 32
(3)
10 9 8 7 6 5 4 3 2 1
(4)
N 86°34'34" E
88.65'
N 88°04'34" E 561.00'
14'U.E.
14'U.E./A.E.
7'U.E./A.E.
226.00'
69.63'
19.02'
10'X25'W.M.E.
25'
SANITARY CONTROL EASEMENT
INSTRUMENT NO. 2511201
O.P.R.W.C.T.
SANITARY CONTROL EASEMENT
INSTRUMENT NO. 2511201
O.P.R.W.C.T.
RESERVE "E"
S 01°55'26" E
288.64'
15'
ACCESS EASEMENT
ACCESS EASEMENT
15'
S 88°04'37" W 190.06'
50.06'
46.32'
53.67'
40.00'
14'U.E.
/R.B.L.
10'W.M.E.
L29
L28
L27
L26
L23
19.86'
22.62'
10'W.L.E.
20'
150.93'
140.00'
125.00'
14
13
12
11
10
9
8
S 88°04'37" W
125.00'
43.14'
43.15'
40.00'
10'U.E.
10'W.L.E.
414.14'
S 01°55'23" E
N 01°55'23" W 389.15'
14'U.E.
/R.B.L.
25'B.L.
5'U.E.
0'
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
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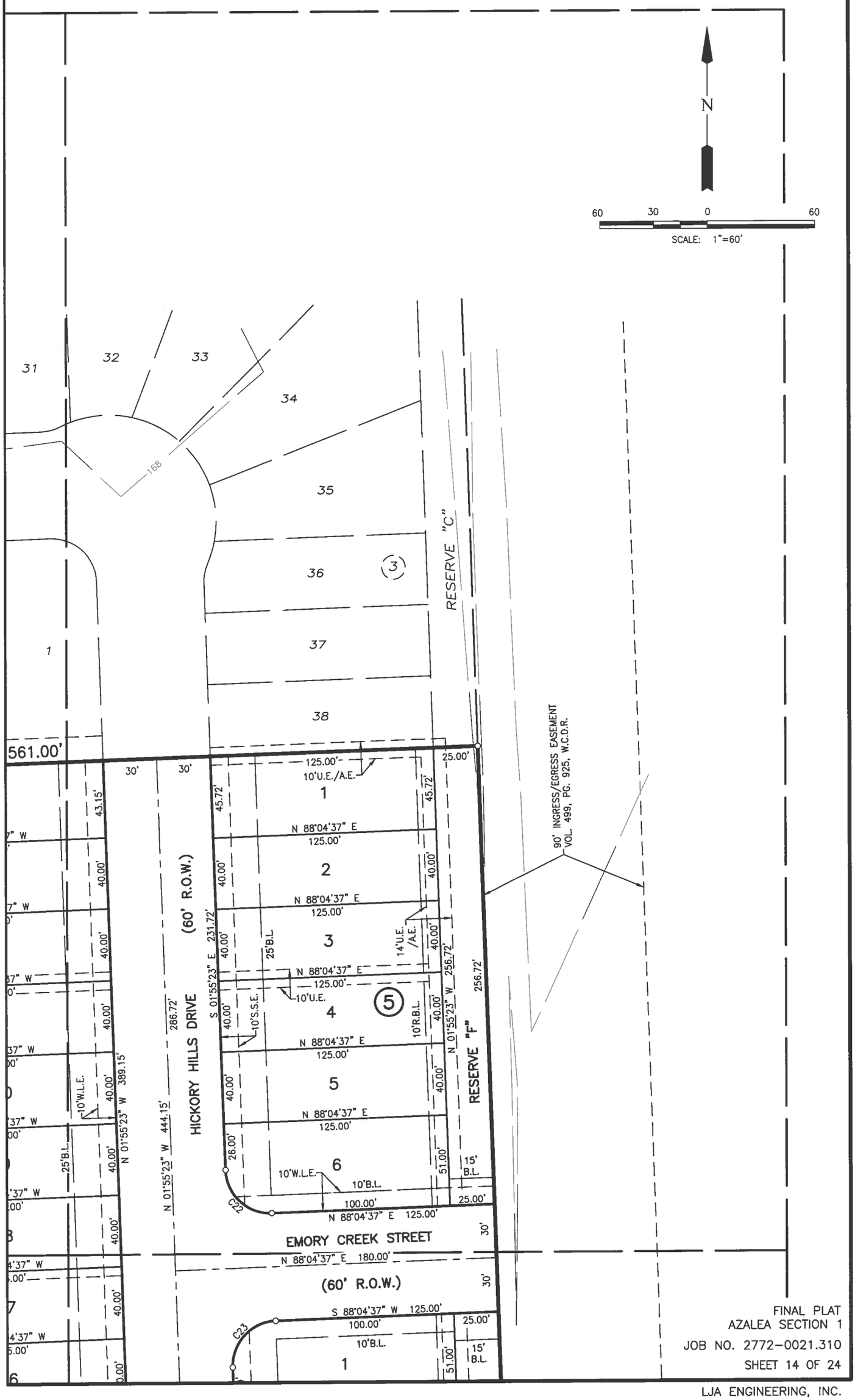

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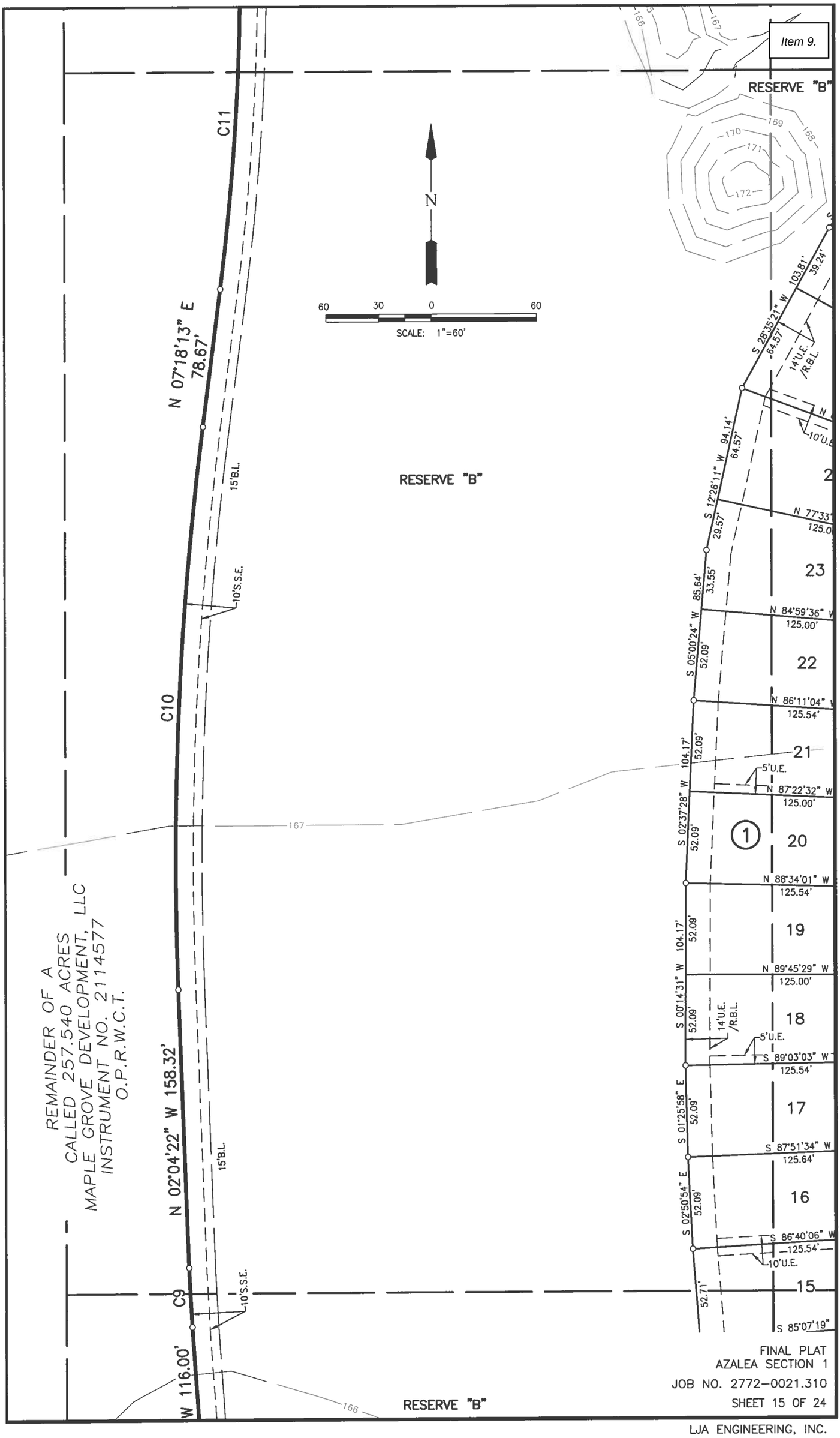
LJA ENGINEERING, INC.



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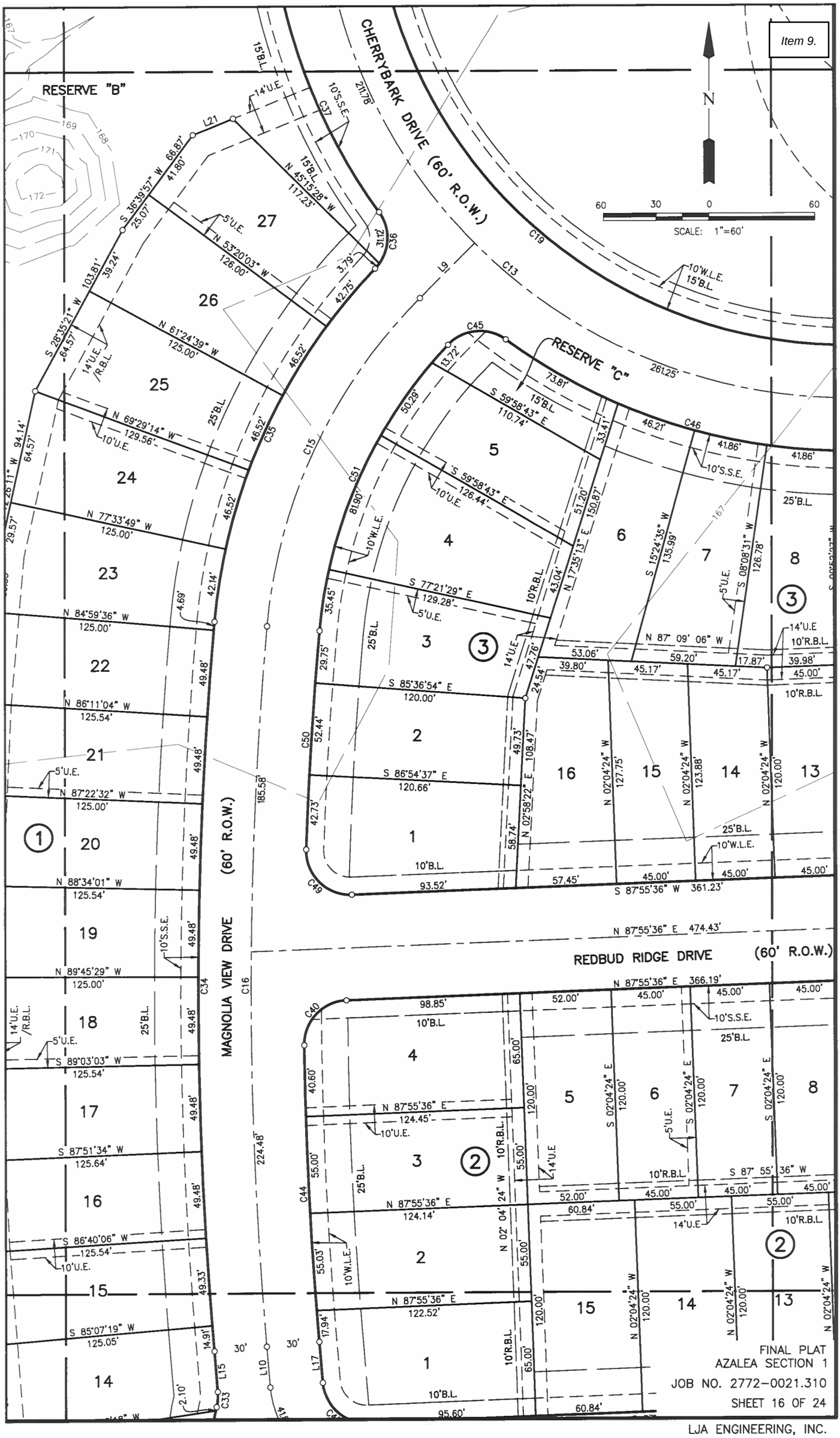
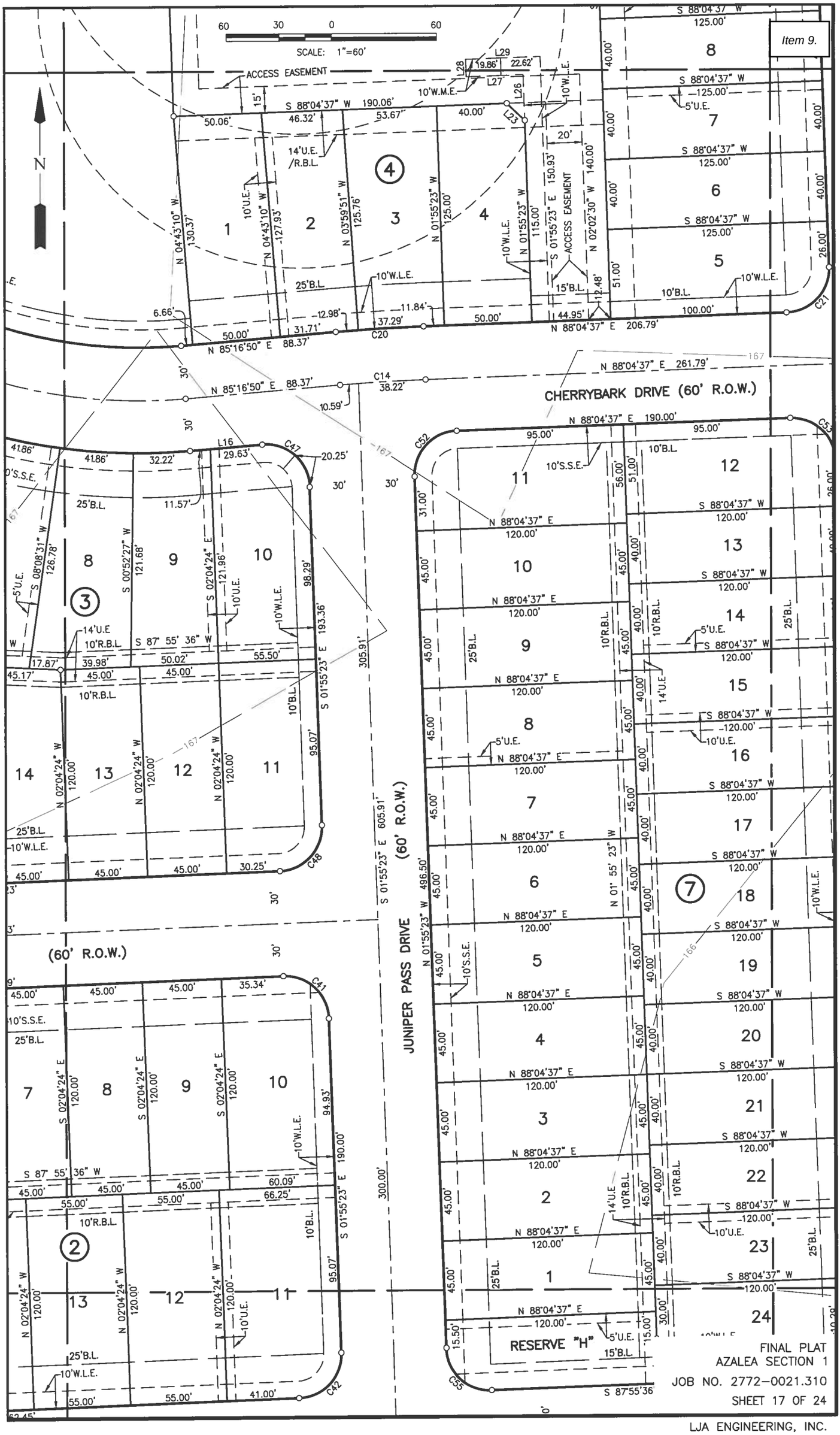
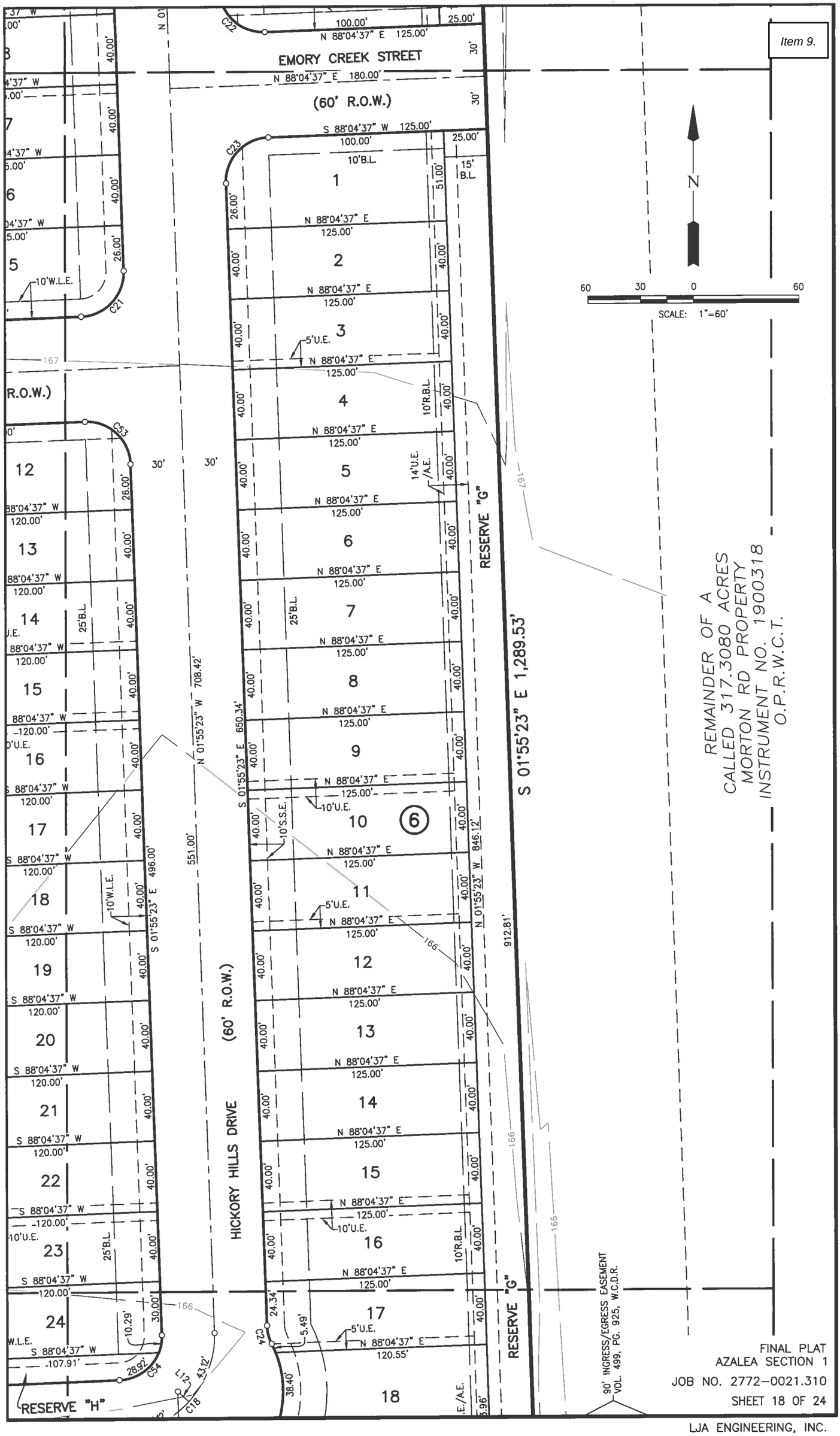

RESERVE "B"
CHERRYBARK DRIVE (60' R.O.W.)
RESERVE "C"
MAGNOLIA VIEW DRIVE (60' R.O.W.)
REDBUD RIDGE DRIVE (60' R.O.W.)
N
60 30 0 60
SCALE: 1"=60'
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 16 OF 24
LJA ENGINEERING, INC.



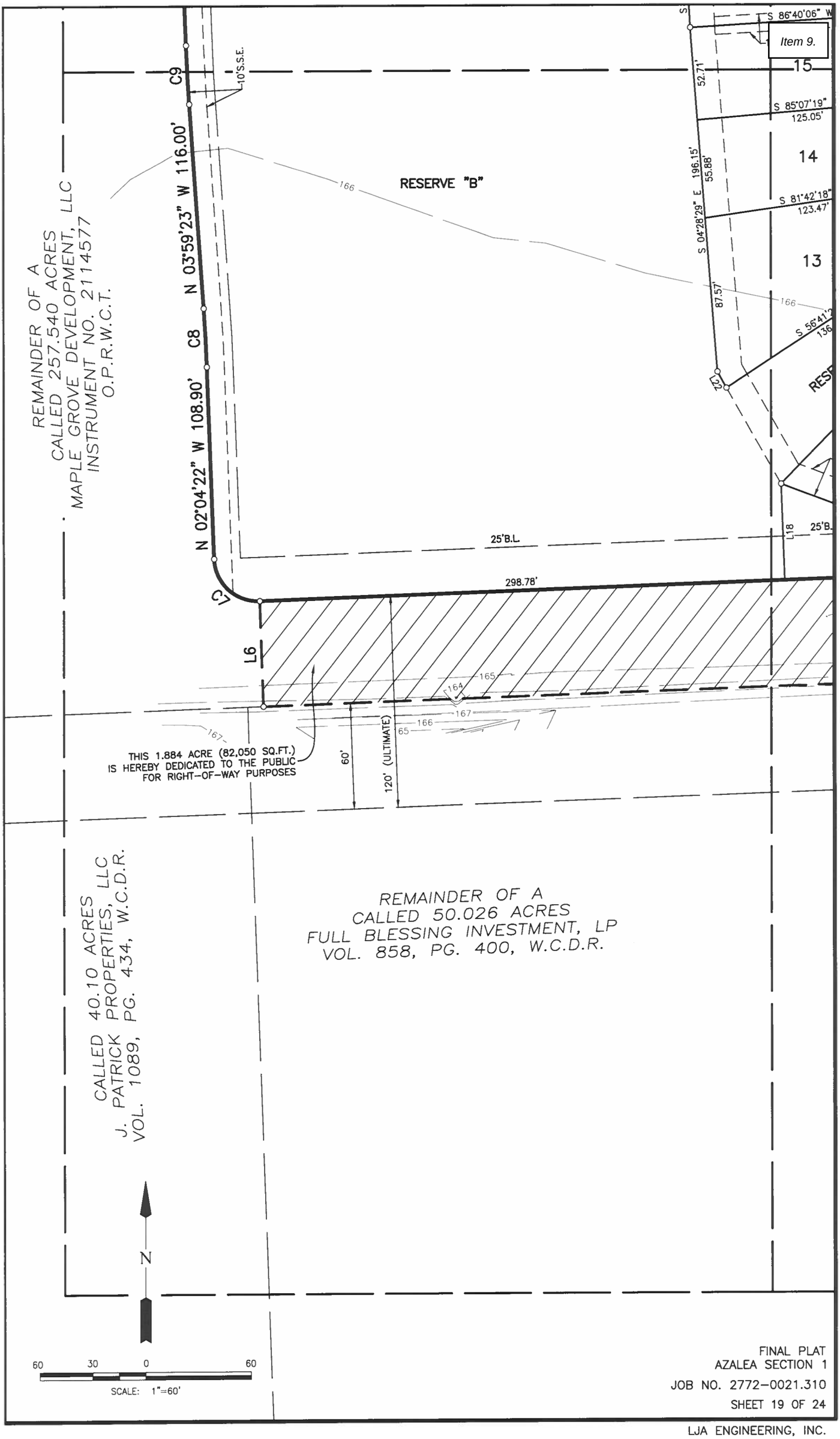
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 17 OF 24

LJA ENGINEERING, INC.



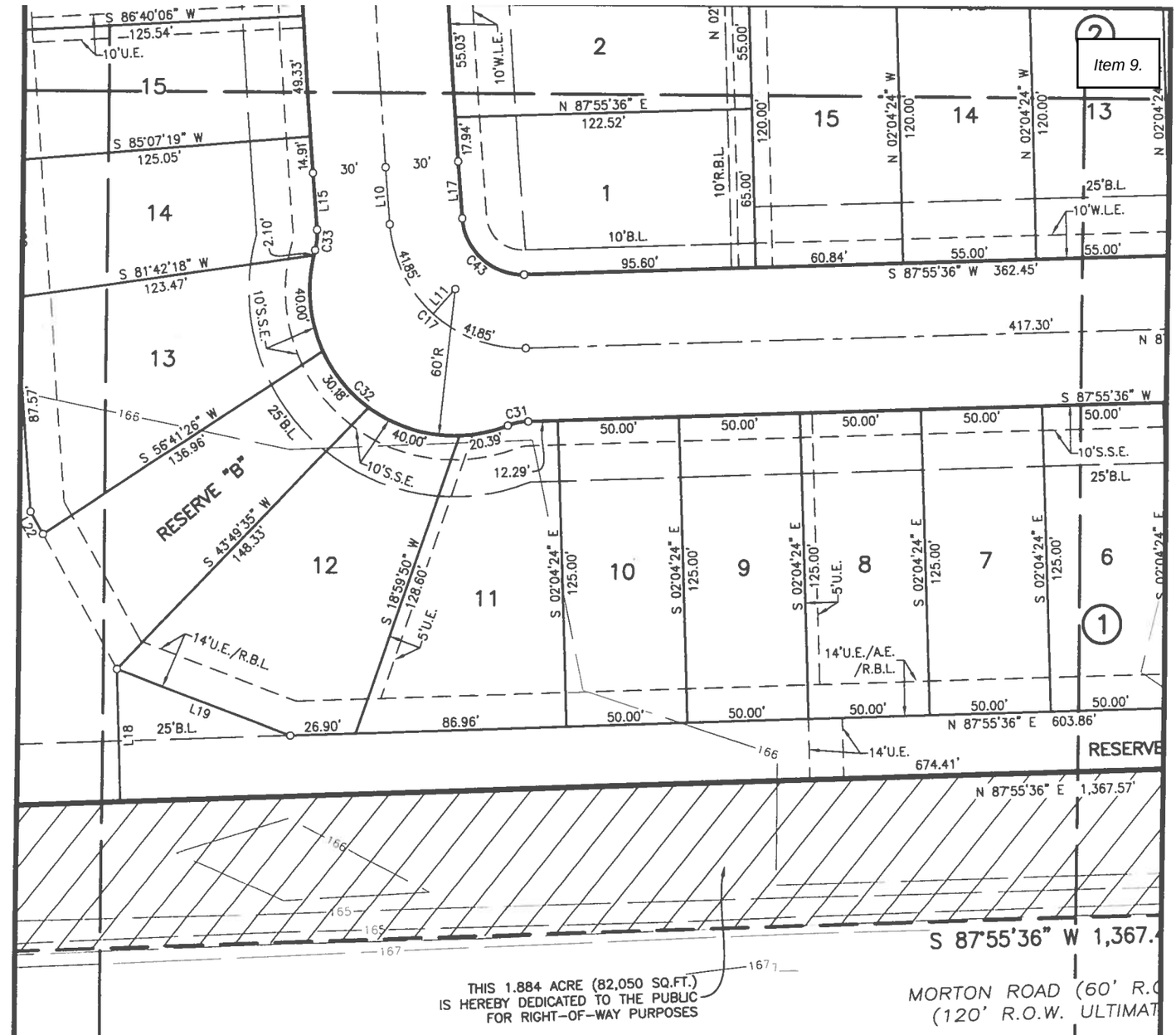
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 18 OF 24

LJA ENGINEERING, INC.



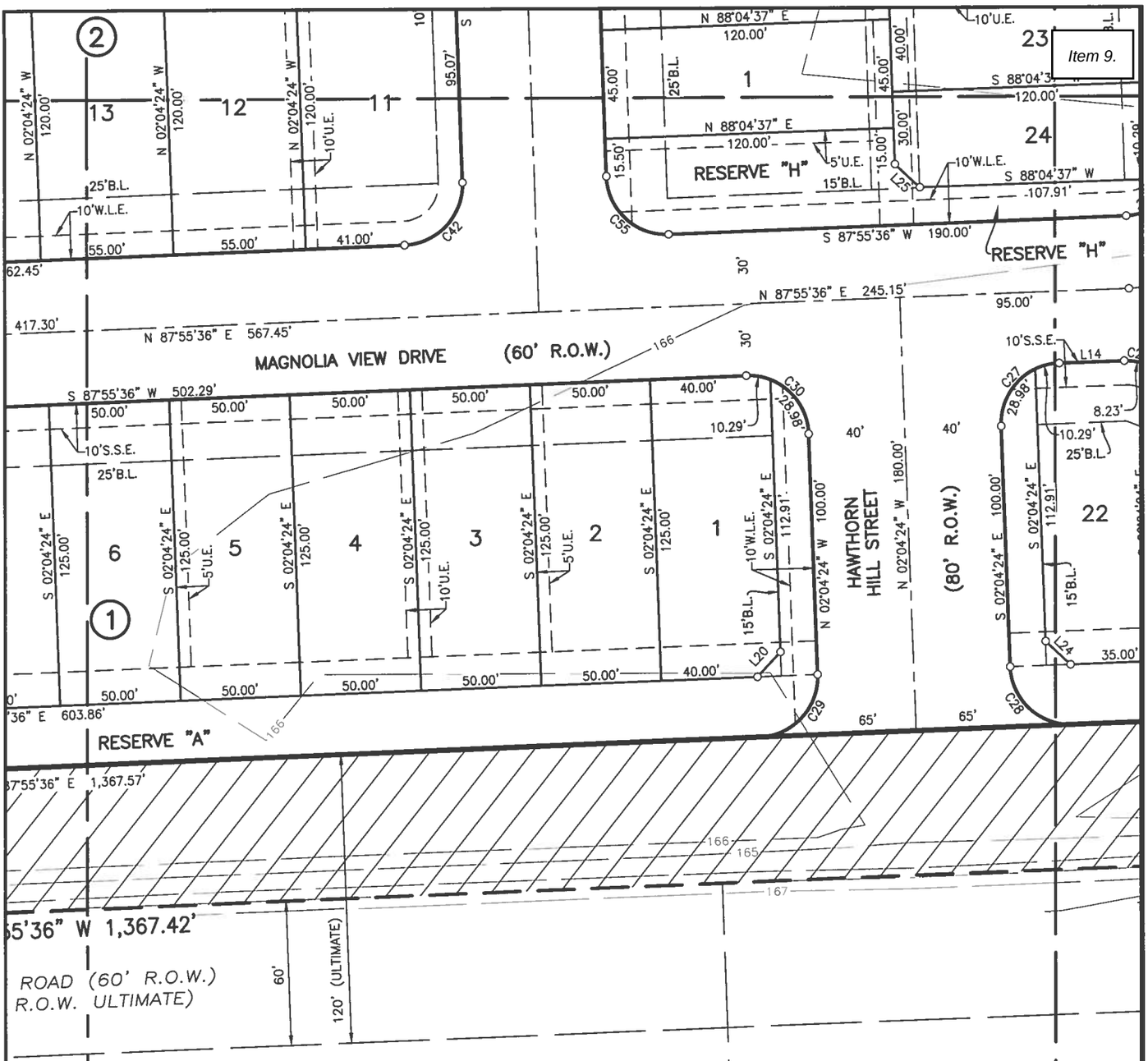
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 19 OF 24

LJA ENGINEERING, INC.



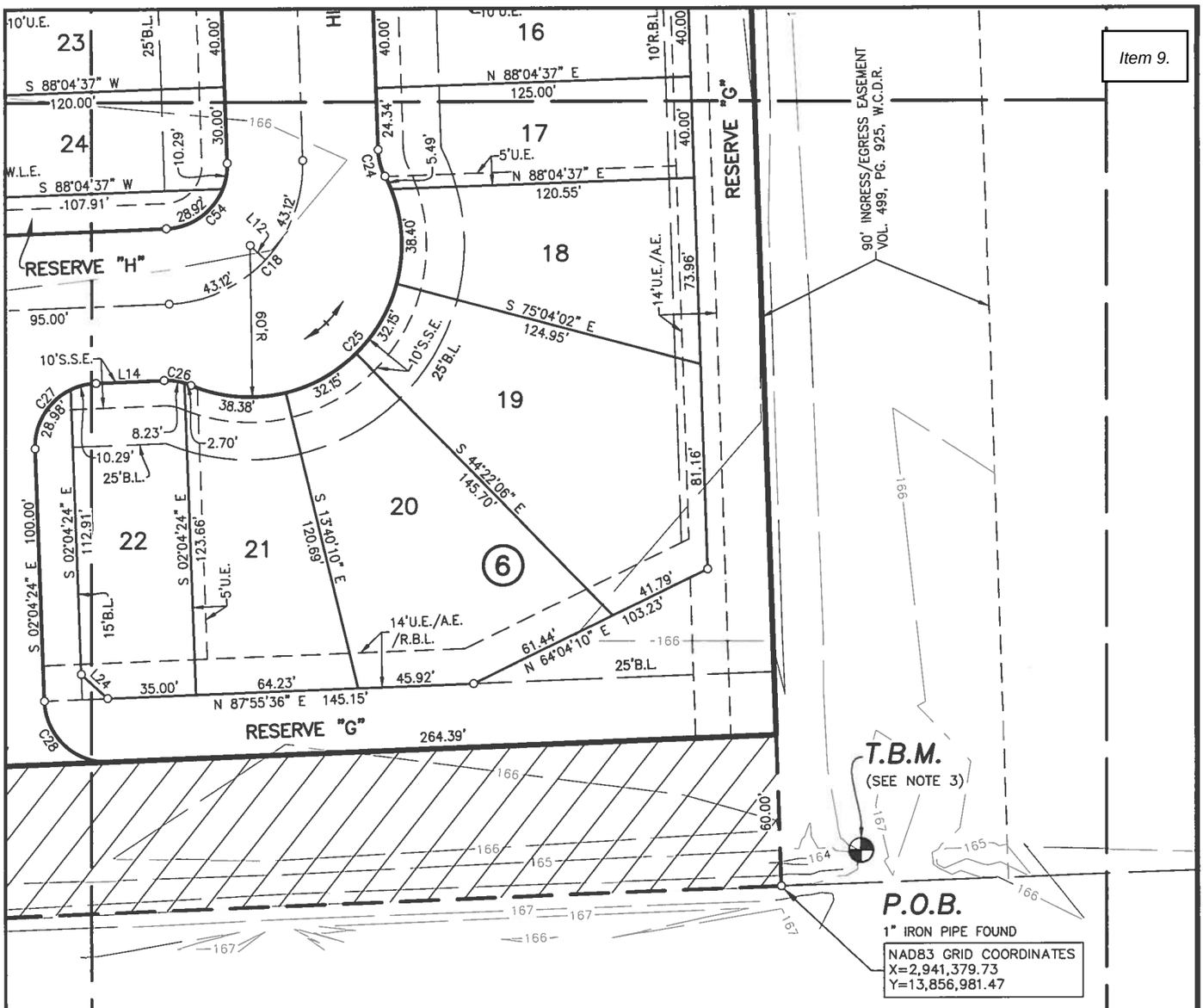
FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 20 OF 24

LJA ENGINEERING, INC.



FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 21 OF 24

LJA ENGINEERING, INC.



OO ACRES
ND WIFE,
KIA QIU
PG. 453,
O.R.

N

60 30 0 60

SCALE: 1"=60'

FINAL PLAT
AZALEA SECTION 1
JOB NO. 2772-0021.310
SHEET 22 OF 24

LJA ENGINEERING, INC.

Block	Lot	Address	Street	Dir
6	22	300	HICKORY HILLS	DR
6	21	304	HICKORY HILLS	DR
6	20	308	HICKORY HILLS	DR
6	19	312	HICKORY HILLS	DR
6	18	316	HICKORY HILLS	DR
6	17	320	HICKORY HILLS	DR
6	16	324	HICKORY HILLS	DR
6	15	328	HICKORY HILLS	DR
6	14	332	HICKORY HILLS	DR
6	13	336	HICKORY HILLS	DR
6	12	340	HICKORY HILLS	DR
6	11	344	HICKORY HILLS	DR
6	10	348	HICKORY HILLS	DR
6	9	352	HICKORY HILLS	DR
6	8	356	HICKORY HILLS	DR
6	7	360	HICKORY HILLS	DR
6	6	364	HICKORY HILLS	DR
6	5	368	HICKORY HILLS	DR
6	4	372	HICKORY HILLS	DR
6	3	376	HICKORY HILLS	DR
6	2	380	HICKORY HILLS	DR
6	1	384	HICKORY HILLS	DR
5	6	388	HICKORY HILLS	DR
5	5	392	HICKORY HILLS	DR
5	4	396	HICKORY HILLS	DR
5	3	400	HICKORY HILLS	DR
5	2	404	HICKORY HILLS	DR
5	1	408	HICKORY HILLS	DR
7	24	319	HICKORY HILLS	DR
7	23	323	HICKORY HILLS	DR
7	22	327	HICKORY HILLS	DR
7	21	331	HICKORY HILLS	DR
7	20	335	HICKORY HILLS	DR
7	19	339	HICKORY HILLS	DR
7	18	343	HICKORY HILLS	DR
7	17	347	HICKORY HILLS	DR
7	16	351	HICKORY HILLS	DR
7	15	355	HICKORY HILLS	DR
7	14	359	HICKORY HILLS	DR
7	13	363	HICKORY HILLS	DR
7	12	367	HICKORY HILLS	DR
4	5	371	HICKORY HILLS	DR
4	6	375	HICKORY HILLS	DR
4	7	379	HICKORY HILLS	DR
4	8	383	HICKORY HILLS	DR
4	9	387	HICKORY HILLS	DR
4	10	391	HICKORY HILLS	DR
4	11	395	HICKORY HILLS	DR
4	12	399	HICKORY HILLS	DR
4	13	403	HICKORY HILLS	DR
4	14	407	HICKORY HILLS	DR
7	Res H	300	JUNIPER PASS	DR
7	1	304	JUNIPER PASS	DR
7	2	308	JUNIPER PASS	DR
7	3	312	JUNIPER PASS	DR
7	4	316	JUNIPER PASS	DR
7	5	320	JUNIPER PASS	DR
7	6	324	JUNIPER PASS	DR
7	7	328	JUNIPER PASS	DR
7	8	332	JUNIPER PASS	DR
7	9	336	JUNIPER PASS	DR
7	10	340	JUNIPER PASS	DR
7	11	344	JUNIPER PASS	DR
1	1	301	MAGNOLIA VIEW	DR
1	2	305	MAGNOLIA VIEW	DR
1	3	309	MAGNOLIA VIEW	DR
1	4	313	MAGNOLIA VIEW	DR
1	5	317	MAGNOLIA VIEW	DR

Block	Lot	Address	Street	Dir
1	6	321	MAGNOLIA VIEW	DR
1	7	325	MAGNOLIA VIEW	DR
1	8	329	MAGNOLIA VIEW	DR
1	9	333	MAGNOLIA VIEW	DR
1	10	337	MAGNOLIA VIEW	DR
1	11	341	MAGNOLIA VIEW	DR
1	12	345	MAGNOLIA VIEW	DR
1	Res B	349	MAGNOLIA VIEW	DR
1	13	353	MAGNOLIA VIEW	DR
1	14	357	MAGNOLIA VIEW	DR
1	15	361	MAGNOLIA VIEW	DR
1	16	365	MAGNOLIA VIEW	DR
1	17	369	MAGNOLIA VIEW	DR
1	18	373	MAGNOLIA VIEW	DR
1	19	377	MAGNOLIA VIEW	DR
1	20	381	MAGNOLIA VIEW	DR
1	21	385	MAGNOLIA VIEW	DR
1	22	389	MAGNOLIA VIEW	DR
1	23	393	MAGNOLIA VIEW	DR
1	24	397	MAGNOLIA VIEW	DR
1	25	401	MAGNOLIA VIEW	DR
1	26	405	MAGNOLIA VIEW	DR
1	27	409	MAGNOLIA VIEW	DR
6	Res G	32488	MORTON	Rd
1	Res A	32576	MORTON	RD
5	Res F	105	EMORY CREEK	ST
2	11	312	MAGNOLIA VIEW	DR
2	12	316	MAGNOLIA VIEW	DR
2	13	320	MAGNOLIA VIEW	DR
2	14	324	MAGNOLIA VIEW	DR
2	15	328	MAGNOLIA VIEW	DR
2	1	332	MAGNOLIA VIEW	DR
2	2	336	MAGNOLIA VIEW	DR
2	3	340	MAGNOLIA VIEW	DR
2	4	344	MAGNOLIA VIEW	DR
3	1	348	MAGNOLIA VIEW	DR
3	2	352	MAGNOLIA VIEW	DR
3	3	356	MAGNOLIA VIEW	DR
3	4	360	MAGNOLIA VIEW	DR
3	5	364	MAGNOLIA VIEW	DR
3	Res C	368	MAGNOLIA VIEW	DR
2	10	301	REDBUD RIDGE	DR
2	9	305	REDBUD RIDGE	DR
2	8	309	REDBUD RIDGE	DR
2	7	313	REDBUD RIDGE	DR
2	6	317	REDBUD RIDGE	DR
2	5	321	REDBUD RIDGE	DR
3	11	300	REDBUD RIDGE	DR
3	12	304	REDBUD RIDGE	DR
3	13	308	REDBUD RIDGE	DR
3	14	312	REDBUD RIDGE	DR
3	15	316	REDBUD RIDGE	DR
3	16	320	REDBUD RIDGE	DR
3	10	311	CHERRYBARK	DR
3	9	315	CHERRYBARK	DR
3	8	319	CHERRYBARK	DR
3	7	323	CHERRYBARK	DR
3	6	327	CHERRYBARK	DR
4	4	300	CHERRYBARK	DR
4	3	304	CHERRYBARK	DR
4	2	308	CHERRYBARK	DR
4	1	312	CHERRYBARK	DR
4	Res E	298	CHERRYBARK	DR
4	Res D	332	CHERRYBARK	DR

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1	15	361	MAGNOLIA VIEW	DR
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1	18	373	MAGNOLIA VIEW	DR
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2	2	336	MAGNOLIA VIEW	DR
2	3	340	MAGNOLIA VIEW	DR
2	4	344	MAGNOLIA VIEW	DR
3	1	348	MAGNOLIA VIEW	DR
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3	3	356	MAGNOLIA VIEW	DR
3	4	360	MAGNOLIA VIEW	DR
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2	8	309	REDBUD RIDGE	DR
2	7	313	REDBUD RIDGE	DR
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2	5	321	REDBUD RIDGE	DR
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3	12	304	REDBUD RIDGE	DR
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3	9	315	CHERRYBARK	DR
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3	7	323	CHERRYBARK	DR
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4	4	300	CHERRYBARK	DR
4	3	304	CHERRYBARK	DR
4	2	308	CHERRYBARK	DR
4	1	312	CHERRYBARK	DR
4	Res E	298	CHERRYBARK	DR
4	Res D	332	CHERRYBARK	DR

RECEIVED
OCT 13 2025
BY: MK

TEXAS JUDICIAL ACADEMY

County Judges Education Committee
P.O. Box 2131
Austin, Texas 7868
Phone: (800) 456-5974
Fax: (512) 477-1324

INVOICE

239595
9/1/2025

14805

Hon. Carbett J. Duhon, III
Judge
Waller County
425 FM 1488 Ste 106
Hempstead, TX 77445-4672

OCT13'25PM12:22TREASURER

DESCRIPTION	AMOUNT
Texas Judicial Academy Membership Dues for the period from 09/01/2025 through 08/31/2026	$200.00
Payments	**0.0000**
Balance	**$200.00**

This invoice is for your Annual Membership Fee in the Texas Judicial Academy effective 9/1/2025 thru 8/31/2026. Membership includes subscription to an interactive electronic publication, access to statutory and case law updates and other one day judicial education programs.

Your support will result in improved and more convenient education opportunities for all county judges. Thank you.

Registration # 027988
Joan Sargent Waller Co. Treasurer
Deputy JO Date 10-15-25

OCT15'25PM2:48AUDITOR

PLEASE REMIT WITH PAYMENT

Make checks payable to County Judges Education Fund

239595
Hon. Carbett J. Duhon, III
Waller County

Please indicate your choice below and return to:

[] My check is enclosed.

[] Payment to follow

[] I do not wish to enroll as a member of the Texas Judicial Academy.

Texas Association of Counties
Attn: Texas Judicial Academy
P.O. Box 2711
San Antonio, Texas 78299-2711

0020000602395957037478 17TWALL

Schmidt Funeral Home

819 Waller Avenue, P.O. Box 248, Brookshire, TX 77423 - 281-934-2424
12029 Hwy. 36 South, P.O. Box 610, Bellville, TX 77418 - 979-865-2424

INVOICE
October 14, 2025

OCT 14 '25 PM 2:05 TREASURER

Bill To:
Waller County Treasurer
836 Austin Street, #316
Hempstead, TX 77445

Registration # 028030
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-14-25

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call - Genaro Juarez Rangel - per Judge Joe Hester				475.00
1			Body Bag				200.00
1			Transport to Fort Bend ME				500.00
						Balance Due	$ 1175.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

OCT 14 '25 PM 5:51 TREASURER

Clay's MORTUARY & CREMATIONS

Passed away on 28 Aug 2025
Statement Date 1 Sep 2025
Owner: Errol Clay, (281) 252-9929
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of October 3, 2024
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

Dearly Beloved Families of Clay's Mortuary & Cremations:
As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.
This list does not include prices for certain items that you wish that we purchase for you, such as cemetery or special crematory services, flowers, certified death certificates, newspaper notices, etc. The price for these items will be shown on your itemized statement on the funeral bill. We reserve the right to charge you for our services in buying these items for you.

PROFESSIONAL SERVICES

Waller County Transport Order to ME	$500.00
Removal on 08/28/25	
TOTAL SERVICE ITEMS:	$500.00

MERCHANDISE

As of April 20, 2016
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

TOTAL MERCHANDISE ITEMS: $0.00

028323
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy TG Date 10-29-25

CASH ADVANCES

TOTAL CASH ADVANCE ITEMS: $0.00

Total Service Items	$500.00
Total Merchandise Items	$0.00
Total Cash Advance Items	$0.00
	$500.00
Tax	$0.00
TOTAL	**$500.00**

Payments

Remaining Balance **$500.00**

PAYMENT POLICY
Payment must be secured 24 HOURS before first viewing of remains.
1. For your convenience the above mentioned methods of payment are available to you.
2. There is a $35.00 charge on any return check.
Insurance policies will only be accepted under these conditions:
a) Policy is beyond the two year and one day contestable period.
b) Policy is received by our mortuary at least two days before the funeral to verify the policy status.
c) When using assignable insurance, Clay's Mortuary & Cremations uses the services of an insurance processing company to quickly process insurance claims and makes funds available to Clay's Mortuary & Cremations. There is a 5% insurance processing fee for the funeral service bill.
3. Advance payment from forwarding remains or receiving remains from a funeral home.

Method of Payment
WE WILL ACCEPT THE FOLLOWING FORMS OF PAYMENT
Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission
1801 Congress Avenue, Suite 11.800
Austin, Texas 78701
Toll Free: (888) 667-4881

OCT 23 '25 PM 2:43 TREASURER

INVOICE

Invoice Numb
329563

Invoice Date: 10/03/25

Payment Terms: Due Upon Reciept

Beginning February 1st, 2022, ICS will begin levying a late fee policy of 1.5% per month on the total outstanding balance.

Innovative Communication Systems
10430 Gulfdale Street
San Antonio TX 78216
USA210-225-5427

Bill To: **Waller County - Treasurer - AP EMAIL**
treasureroffice@wallercounty.us

USA

Ship To: **Waller County - County Clerk**
425 FM 1488, Suite 112

Heampstead TX 77445
USA

ITEM NO.	Description	Quantity	Unit Price	Ext. Price
VIAXOTDRNTWNIVSBLT	Axis Communications P1467-LE 5MP Outdoor Network Bullet C	2.00	USD 894.06	USD 1,788.12
LABOR H LV INST ADD	Houston Low Voltage Level 1 Installer Additional Hours	4.00	USD 105.00	USD 420.00
LABOR HOUS LV ENG	Houston Low Voltage A/V Engineering	4.50	USD 250.00	USD 1,125.00
LABOR H LV PM ADD	Houston Low Voltage Project Manager Additional Hour	1.00	USD 175.00	USD 175.00
SWMIXPROTECTPROFD	Milestone XProtect Professional+ Device License	2.00		

Remarks:

Judge Carol Chaney Modular building - (2) Camera Add.
Quosal# 15877. Based On Sales Quotations 53457. SVT 193809 Based On Sales Orders 45465. Based On Deliveries 171678.
Cameras for Judge Chaney modular buildingDescription of ProjectICS will provide and install (2) Axis bullet cameras. ICS will configure the views accordingly on the existing surveillance system. Data cables are assumed to be at the locations as the data runs are not provided in this quote.Judge Carol Chaney - Modular Building425 FM 1488 Hempstead, TX 77445POC: Greg Henry / ghenry@xpernet.com / 713-816-4353
9/29 - Jacob has been scheduled for today to get this completed.

Registration # 027973
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-15-25

OCT15'25PM2:47AUDITOR

OCT10'25PM3:49TREASURER

Reference customer number C30037 when paying invoice.

Discrepancies on invoices must be reported to the billing department within 10 days. Any unpaid invoice past 90 days is subject to collection fees.

Austin: 512-433-4700
Houston: 713-CALL ICS
San Antonio: 210-CALL ICS

SUBTOTAL:	USD 3,508.12
DISCOUNT:	
TAX:	
TOTAL:	USD 3,508.12
DOWN PAYMENT:	0.00
BALANCE:	**USD 3,508.12**

Imperial Woodworks, Inc.
PO Box 7835
Waco, TX 76714

Phone: 254-741-0606
Fax: 254-741-0736

Reference: 58016
Page Number: 1
Date: 10/07/25
Customer ID: 58016

Item 14.

Bill to:
Waller County
Danny Rothe
836 Austin St, Ste 124
Hempstead, TX 77445

Ship to:
Waller County
Waller County Courthouse
836 Austin St.
Hempstead, TX 77445

Shipped Via	Terms	Due Date	P.O. Number
IWW dely 10-07-25	Net 30	11/06/25	

Quantity	Description
	Pews, per contract specifications

FOR CH
SOFT COST #40

Total Due: $ 25,296.00

APPROVED
DANNY ROTHE
WC/DF/CM
10/21/25
D.R.R.

STERLING FLAGS

GREAT FLAGS & VALUES
31542 ELKCREEK BEND DR
HOCKLEY, TX 77447

713 502 9677

INVOICE

DATE	INVOICE #
10/21/2025	250158

BILL TO:
WALLER COUNTY
836 AUSTIN STREET, STE 219
email to b.knight@wallercountytx.us
HEMPSTEAD, TX 77445

SHIP TO:
WALLER COUNTY
836 AUSTIN STREET, STE 219
email to b.knight@wallercountytx.us
HEMPSTEAD, TX 77445

	SHIP VIA	SHIP DATE	TRACKING NO.
	HAND DELIVER	10/22/2025	
General	**P.O. NUMBER**	**TERMS**	**PROJECT**
		Net 15	

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	8USAFSET	8' 010172 USA INDOOR /OUTDOOR FLAG SET	$320.00	$320.00
1.00	8TEXASFS	8' 010303 TEXAS INDOOR /OUTDOOR FLAG SET	$320.00	$320.00
2.00	FS	FLAG SPREADER	$33.50	$67.00
		FLAGS FOR COMM COURTROOM SEFT COST #22		
		APPROVED DANNY ROTHE HC/DF/CM 10/22/25		

Thank you for your buisness it is appreciated.

TOTAL **$707.00**

UES Professional Solutions 44, LLC
Houston, TX 77095
713-360-0460
SEE REMIT TO ADDRESS BELOW

Project Name: Vehicle Maintenance Garage
200 Sherriff Glenn Smith Dr.
Hempstead, TX 77445

Client: **Waller County**
ATTN: Danny R. Rothe
836 Austin Street, #216
Hempstead, TX 77445
(979) 826-7737

Invoice No: 190732
Invoice Date: 9/28/2025
Project Mgr: Heath Helgeson C.E.T.
25-60H

Customer P.O. No: | **Project No:** T254069 | **Items through:** 9/28/2025 | **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Vehicle Trip Charge	9/24/2025	1	$100.00	TRIP	$100.00
4.00	Material Pickup	9/24/2025	1	$58.00	HOUR	$232.00
1.00	-200 Sieve	9/24/2025	2	$85.00	EACH	$85.00
1.00	Atterberg Limit Test	9/24/2025	2	$85.00	EACH	$85.00
1.00	Standard Proctor	9/24/2025	2	$250.00	EACH	$250.00
3.00	Engineering Report Review	9/28/2025	0	$150.00	HOUR	$450.00

Estimated Budget:	$20,000.00
Previously Invoiced:	$0.00
Total This Invoice:	$1,202.00
Remaining Budget:	$18,798.00

Pay this Invoice Total: **$1,202.00**

NEED AUTHORIZATION LETTER SIGNED

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:
UES Professional Solutions 44, LLC
PO Box 735418
Chicago, IL 60673-5418

TESTING @ VEHICULAR GARAGE
SOFT COST #2

APPROVED
DANNY ROTHE
WC/DF/CM
10/21/25
D.R. Roth

For any questions concerning this invoice, please contact our project manager for clarification.

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $27,159.07

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 32098-5 Project # 14279-00

Services current August 23, 2025 through September 26, 2025

2023 Mobility Bond - Intersections within Precinct 2-23201

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request **Date**

Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request **Date**

INVOICE

J. Ross McCall, PE
Waller County Road & Bridge
775 Business US 290 East
Hempstead, TX 77445

October 15, 2025
Project No: 00014279-00
Invoice No: 32098

Invoice Total $27,159.07

Project 00014279-00 2023 Mobility Bond-Various Intersections within Precinct 2-23201

Services current August 23, 2025 through September 26, 2025

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	36,400.00	100.00	36,400.00	36,400.00	0.00
Preliminary Engineering	32,020.00	100.00	32,020.00	32,020.00	0.00
Final Design	109,605.00	20.00	21,921.00	2,740.13	19,180.87
Traffic					
General	46,315.00	10.00	4,631.50	0.00	4,631.50
Final Design	19,350.00	5.00	967.50	0.00	967.50
Consultants					
Environmental-Raba Kistner	17,740.50	100.00	17,740.50	16,497.00	1,243.50
Geotechnical Investigation Hegar Rd-Raba	11,357.00	100.00	11,357.00	10,221.30	1,135.70
ROW Survey-Landtech	84,029.00	57.0609	47,947.70	47,947.70	0.00
SUE-Cobb Fendley	38,960.00	53.6756	20,912.00	20,912.00	0.00
Total Fee	395,776.50		193,897.20	166,738.13	27,159.07
		Total Fee			**27,159.07**
				Total this Task	**$27,159.07**
				Total this Phase	**$27,159.07**

Phase 0004 Construction Phase Services-HNTE

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,260.00
Remaining			30,260.00

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042
INVOICE PAYABLE UPON RECEIPT

Total this Phase	**0.00**
Total this Invoice	**$27,159.07**

	Current	Prior	Total
Billings to Date	**27,159.07**	**166,738.13**	**193,897.20**

Fee Recap

426,036.50	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
426,036.50	*Total Authorized Fee*
193,897.20	*Billed To Date*
$232,139.30	

Email invoice: jtyler@lja.com
cc: mkeck@lja.com; kdezarn@lja.com
ACCT: PR / PDF File Name Convention

WALLER COUNTY ROAD BOND

Waller County 2023 Mobility Bond

23201 – Various Intersections within Precinct 2

Progress Report for August Invoice

Billing Period
August 23, 2025 to September 26, 2025

Completed this Billing Period

- Geotech report finalized
- To date, 14 ROE letters have been sent out to property owners bordering the intersection locations:
  - 6 letters allowing entry (YES)
  - 1 letter not allowing entry (NO)
- Concluded that Hegar intersection is removed of scope, Stonebridge to remain
- Drainage design for culvert at Bowler in progress
- Illuminations and striping completed for Stonebridge

To be Completed next Billing Period

- Obtain additional Survey (private property) for Bowler & Kyle
- Continue drainage design on intersections
- Utility layouts and UCM

Outstanding Issues

- Direction of TCP approach for Bowler Road

PER Report Submittal: N/A

Interim Design Submittal: N/A

Final Design Submittal: 11/11/2025

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 4:51 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23201 Precinct 2 Intersections
Attachments: 20251015-Invoice#32098-5-BGE-Various Intersections within Precinct 2-23201.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke!

Attached is another invoice! Here is a summary:

Project #: 23201
Project Name: Precinct 2 Intersections
Consultant: BGE
Percent spent so far: 45%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
10/15/2025	32098-5	$27,159.07

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $38,833.75

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 32099-5 Project # 14280-00

Services current August 23, 2025 through September 26, 2025

2023 Mobility Bond - Joseph Road 23204_23205

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request **Date**

Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request **Date**

INVOICE

J. Ross McCall, PE
Waller County Road & Bridge
775 Business US 290 East
Hempstead, TX 77445

October 15, 2025
Project No: 00014280-00
Invoice No: 32099

Invoice Total $38,833.75

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205

Services current August 23, 2025 through September 26, 2025

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	75,480.00	60.00	45,288.00	30,239.40	15,048.60
Preliminary Engineering	74,820.00	60.00	44,892.00	34,417.20	10,474.80
Final Design	471,290.00	0.00	0.00	0.00	0.00
Drainage					
Preliminary Engineering	7,020.00	61.00	4,282.20	4,282.20	0.00
Final Design	46,335.00	0.00	0.00	0.00	0.00
Traffic					
General	2,787.50	60.00	1,672.50	836.25	836.25
Preliminary Engineering	41,860.00	20.00	8,372.00	1,064.90	7,307.10
Final Design	55,470.00	0.00	0.00	0.00	0.00
Bridge					
Final Design	20,730.00	0.00	0.00	0.00	0.00
Consultants					
Environmental-Raba Kistner	16,860.50	70.3301	11,858.00	11,858.00	0.00
Geotechnical-Terracon	51,670.00	100.00	51,670.00	46,503.00	5,167.00
ROW Survey Hegar Rd-Landtech	209,776.00	39.7947	83,479.74	83,479.74	0.00
SUE-Cobb Fendley	68,996.00	60.00	41,397.60	41,397.60	0.00
Total Fee	1,143,095.00		292,912.04	254,078.29	38,833.75

Total Fee	**38,833.75**
Total this Task	**$38,833.75**
Total this Phase	**$38,833.75**

Phase 0006 Construction Phase Services-HNTE

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042

INVOICE PAYABLE UPON RECEIPT

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			55,775.00
Remaining			55,775.00

Total this Phase **0.00**

Total this Invoice **$38,833.75**

	Current	Prior	Total
Billings to Date	**38,833.75**	**254,078.29**	**292,912.04**

Fee Recap

1,198,870.00	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
1,198,870.00	*Total Authorized Fee*
292,912.04	*Billed To Date*
$905,957.96	

Email invoice: jtyler@lja.com
cc: mkeck@lja.com; kdezarn@lja.com
ACCT: PR / PDF File Name Convention

WALLER COUNTY ROAD BOND

Waller County 2023 Mobility Bond

23204/23205 Joseph Road from Field Store Road to Kickapoo Road

Progress Report for September Invoice

Billing Period
August 23, 2025 to September 26, 2025

Completed this Billing Period

- Geotechnical report – final version received
- To date, 2nd round of 86 ROE letters have been sent out to property owners bordering the intersection locations:
  - 16 letters allowing entry (YES)
  - 10 letters not allowing entry (NO)
- Interim QLA SUE file completed
- Additional survey received
- Property owners identified
- Drainage – Cross Culvert evaluation in progress
- ROW determination in progress
- PER write up initiated

To be Completed next Billing Period

- SUE will confirm water line owners near Field Store Rd
- Continuing design of roadway geometrics and drainage
- Continue TCP phasing
- Continue ROW determination

Outstanding Issues

- Direction in left turn lanes for Field Store Road, Hager Road and Kickapoo Road.
- Direction on addition of left turn lanes for Oak Ridge development.
  - Cadd files available to locate proposed driveways
- Additional survey possibly needed at cross streets for design purposes

PER Report Submittal: 11/18/2025

Interim Design Submittal: N/A

Final Design Submittal: 12/17/2026

INVOICE

J. Ross McCall, PE
Waller County Road & Bridge
775 Business US 290 East
Hempstead, TX 77445

October 15, 2025
Project No: 00014280-00
Invoice No: 32099

Invoice Total $38,833.75

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205

Services current August 23, 2025 through September 26, 2025

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	75,480.00	60.00	45,288.00	30,239.40	15,048.60
Preliminary Engineering	74,820.00	60.00	44,892.00	34,417.20	10,474.80
Final Design	471,290.00	0.00	0.00	0.00	0.00
Drainage					
Preliminary Engineering	7,020.00	61.00	4,282.20	4,282.20	0.00
Final Design	46,335.00	0.00	0.00	0.00	0.00
Traffic					
General	2,787.50	60.00	1,672.50	836.25	836.25
Preliminary Engineering	41,860.00	20.00	8,372.00	1,064.90	7,307.10
Final Design	55,470.00	0.00	0.00	0.00	0.00
Bridge					
Final Design	20,730.00	0.00	0.00	0.00	0.00
Consultants					
Environmental-Raba Kistner	16,860.50	70.3301	11,858.00	11,858.00	0.00
Geotechnical-Terracon	51,670.00	100.00	51,670.00	46,503.00	5,167.00
ROW Survey Hegar Rd-Landtech	209,776.00	39.7947	83,479.74	83,479.74	0.00
SUE-Cobb Fendley	68,996.00	60.00	41,397.60	41,397.60	0.00
Total Fee	1,143,095.00		292,912.04	254,078.29	38,833.75

Total Fee **38,833.75**

Total this Task **$38,833.75**

Total this Phase **$38,833.75**

Phase 0006 Construction Phase Services-HNTE

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042

INVOICE PAYABLE UPON RECEIPT

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			55,775.00
Remaining			55,775.00

Total this Phase	**0.00**
Total this Invoice	**$38,833.75**

	Current	Prior	Total
Billings to Date	**38,833.75**	**254,078.29**	**292,912.04**

Fee Recap

1,198,870.00	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
1,198,870.00	*Total Authorized Fee*
292,912.04	*Billed To Date*
$905,957.96	

Email invoice: jtyler@lja.com
cc: mkeck@lja.com; kdezarn@lja.com
ACCT: PR / PDF File Name Convention

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 5:35 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23204 & 23205 Joeseph Road
Attachments: 20251015-Invoice#32099-5-BGE-Joseph Rd-23204_23205.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke!

Attached is another invoice! Here is a summary:

Project #: 23204 & 23205
Project Name: Joeseph Road
Consultant: BGE
Percent spent so far: 24%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
10/15/25	32099-5	$38,833.75

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $5,000.00

Please make check payable to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 75860-07 Clay Rd

Professional Services from September 01, 2025 to September 30, 2025

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request **Date**

J. Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request **Date**

BinkleyBarfield

DCCM

INVOICE

REMIT TO: Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Waller Co.

Robert McCall
County Engineer
775 Bus 290
East Heampstead, TX 77445

October 15, 2025
Project No: 0000069938.0000
Invoice No: 75860

Project Manager: Kevin Mineo
Deputy Project Manager: James Fields
Waller Co. Project No. : 23406

Total Contract Value: 2,245,846.00

Project 0000069938.0000 Waller County - Clay Rd

Professional Services from September 01, 2025 to September 30, 2025

Phase 0000 Design

Task 1000 Project Managememt

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
Project Management	49,091.00	60.00	29,454.60	29,454.60	0.00
Drainage Data Collection	12,692.00	100.00	12,692.00	12,692.00	0.00
Prelim- Rdwy	261,818.00	97.00	253,963.46	253,963.46	0.00
Prelim-Drainage	109,324.00	95.00	103,857.80	103,857.80	0.00
Final Design-Rdwy	586,559.00	0.00	0.00	0.00	0.00
Final Design-Drainage	276,322.00	0.00	0.00	0.00	0.00
SUE	165,634.00	24.1875	40,062.65	35,062.65	5,000.00
GeoTechnical	77,278.00	90.00	69,550.20	69,550.20	0.00
Survey	152,645.00	82.3126	125,646.00	125,646.00	0.00
Structural	91,713.00	0.00	0.00	0.00	0.00
Traffic	18,858.00	20.00	3,771.60	3,771.60	0.00
Environmental	18,866.00	0.00	0.00	0.00	0.00
Total Fee	1,820,800.00		638,998.31	633,998.31	5,000.00

Total Fee **5,000.00**

Total this Task: **$5,000.00**

Total this Phase: **$5,000.00**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			131,263.00
Remaining			131,263.00

Total this Task:

Project	0000069938.0000	Waller County - Clay Rd	Invoice	75860

Task 2000 Drainage CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			13,828.00
Remaining			13,828.00

Total this Task:

Task SUB1 Weisser CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			17,655.00
Remaining			17,655.00

Total this Task:

Total this Phase:

Phase 0800 Optional Additional

Task 1000 Traffic SUB TDSI

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			123,470.00
Remaining			123,470.00

Total this Task:

Task 1001 Survey SUB Weisser

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			138,830.00
Remaining			138,830.00

Total this Task:

Total this Phase:

TOTAL DUE THIS INVOICE: **$5,000.00**

Outstanding Invoices

Number	Date	Balance
75238	9.19.2025	175,916.02
Total		**175,916.02**

Total Now Due **$180,916.02**

Monthly Progress Report
September 2025

Project: Waller County – Clay Rd

Project No.: 23406 (BBI Prj # 0000069938) **P.O. No.:**

I. Work Completed to Date

- Addressed comments and prepared PER for resubmittal
  - Report
  - Existing Utility Layouts
  - Utility Conflict Table
  - Survey Control Sheets
  - Topographic Survey & ROW map
  - Existing & Proposed Typical Sections
  - Preliminary Design Layout
  - Intersection Sight Triangles
  - Preliminary Construction Sequencing
  - Drainage Report
  - Geotechnical Report
  - Environmental Constraints Report
  - Preliminary Construction Cost Estimate
- Project Management
  - Design team coordination
- Project Meetings
  - Met with LJA on 9/18
  - Met with Pitts Rd design team for coordination (9/18)
  - Met with Quiddity about interim drainage plans at Pitts Rd (9/22)

II. Work Planned for Next Period

- Additional coordination meetings with Harris County
- Submit revised PER
- PER meeting with Waller County
- Begin work on 70% submittal

III. Milestone Submittals

Submittal	Expected Due Date
Preliminary Design Submittal	8/15/2025
70% Design Submittal	11/21/2025
95% Design Submittal	2/20/2026
100% Design Submittal	4/24/2026

James Fields

Date: **10/15/2025**

James Fields, P.E.
Project Manager – Transportation
J:\WallerCo\0000069938 0000_Waller County - Clay Rd\1 00_Admin\1.03_Billings\07_2025_09\Clay Rd Progress Report 07_2025_09.docx

PAPE-DAWSON
TEXAS

INVOICE

Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, TX 77008

October 02, 2025
Project No: 00042473-020
Invoice No: 25090588
Contract No: RFQ 240807-22

ATTN: James Fields

Invoice Total: $5,000.00

Project 00042473-020 Waller County - Clay Rd

Professional Services through September 26, 2025

Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Invoice
Layout, Conflict Matrix & Coordination	165,634.00	24.1875	40,062.65	35,062.65	5,000.00
Total Fee	165,634.00		40,062.65	35,062.65	5,000.00
	Total Fee				**5,000.00**
		Total Due This Invoice			**$5,000.00**

	Current	Prior	Total
Billings to Date	**5,000.00**	**35,062.65**	**40,062.65**

Interest of 10% per annum is added on past due invoices, unless otherwise contractually stated.

PROJECT MANAGER: Trisha Frederick

ınty - Clay Rd

eptember 30, 2025

	Invoice #
Weisser	
Linfield	
Pape-Dawson	25090588
RKCI	
Consor	
TEDSI	

	Contract Fee	% Complete to Date	Billed to Date	Consultant	Sep-25	Current Billing	Fee Remaning
	$ 49,091.00	60.00%	$ 29,454.60	BBI	$ -	$ -	$ 19,636.40
	$ 12,692.00	100.00%	$ 12,692.00	BBI	$ -	$ -	$ -
	$ 261,818.00	97.00%	$ 253,963.46	BBI	$ -	$ -	$ 7,854.54
	$ 109,324.00	95.00%	$ 103,857.80	BBI	$ -	$ -	$ 5,466.20
	$ 586,559.00	0.00%	$ -	BBI	$ -	$ -	$ 586,559.00
	$ 276,322.00	0.00%	$ -	BBI	$ -	$ -	$ 276,322.00
	$ 165,634.00	24.19%	$ 40,062.65	Pape-Dawson	$ 5,000.00	$ 5,000.00	$ 125,571.35
	$ 77,278.00	90.00%	$ 69,550.20	RKCI	$ -	$ -	$ 7,727.80
	$ 152,645.00	82.31%	$ 125,646.00	Weisser	$ -	$ -	$ 26,999.00
	$ 91,713.00	0.00%	$ -	Linfield	$ -	$ -	$ 91,713.00
	$ 18,858.00	20.00%	$ 3,771.60	TEDSI	$ -	$ -	$ 15,086.40
	$ 18,866.00	0.00%	$ -	Consor	$ -	$ -	$ 18,866.00
	$ 162,746.00	0.00%	$ -	Weisser	$ -	$ -	$ 162,746.00
	$ 262,300.00	0.00%	$ -	TEDSI/Weisser	$ -	$ -	$ 262,300.00
	$ 2,245,846.00	**28.45%**	**$ 638,998.31**		**$ 5,000.00**	**$ 5,000.00**	**$ 1,606,847.69**

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 6:33 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23406 Clay Road
Attachments: 20251015-Invoice #75860-07-BBIClay Rd23406.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23406
Project Name: Clay Road
Consultant: BBI
Percent spent so far: 28%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
10.15.25	75860-07	$5000

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

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Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $110,907.78

Please make check payable to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 75665-07 Penick Road

Professional Services from September 01, 2025 to September 30, 2025

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request **Date**

Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request **Date**

BinkleyBarfield

DCCM

INVOICE

REMIT TO: Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Waller County

J. Ross McCall
Waller County
775 Bus 290 East
Hempstead, TX

October 15, 2025
Project No: 0000069974.0000
Invoice No: 75665

Project Manager: Kevin Mineo
Deputy Project Manager: Ryan Hinson
Waller Co Project No.: 23302

Total Contract Value: 1,532,634.00

Project 0000069974.0000 Waller County - Penick Rd
Professional Services from September 01, 2025 to September 30, 2025

Phase 0000 General

Task 1000 Roadway

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
General	49,821.00	52.00	25,906.92	21,921.24	3,985.68
Preliminary Engineering	223,460.00	100.00	223,460.00	223,460.00	0.00
Final Design	765,438.00	27.4219	209,897.40	102,975.30	106,922.10
SUE	69,992.00	90.00	62,992.80	62,992.80	0.00
Environmental	29,455.00	100.00	29,455.00	29,455.00	0.00
Geotechnical	40,297.00	100.00	40,297.00	40,297.00	0.00
Survey	208,434.00	90.00	187,590.60	187,590.60	0.00
Total Fee	1,386,897.00		779,599.72	668,691.94	110,907.78
	Total Fee				**110,907.78**
			Total this Task:		**$110,907.78**
			Total this Phase:		**$110,907.78**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			67,531.00
Remaining			67,531.00
		Total this Task:	

Task SUB1 Woolpert CPS

Project	0000069974.0000	Waller County -Penick Rd	Invoice	75665

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			34,100.00
Remaining			34,100.00

Total this Task:

Total this Phase:

Phase 0901 SUB SUE

Task SUB1 KCI SUB SUE

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	62,992.80	62,992.80
Limit			69,992.00
Remaining			6,999.20

Total this Task:

Task SUB2 KCI SUB -Optional Additional Serv. UC

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,906.00
Remaining			30,906.00

Total this Task:

Total this Phase:

Phase 1400 Survey

Task SUB1 Woolpert Surveying - Basic Services

Total this Task:

Task SUB2 Woolpert Surveying - Optional Additional Services UC

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			13,200.00
Remaining			13,200.00

Total this Task:

Total this Phase:

TOTAL DUE THIS INVOICE: **$110,907.78**

Outstanding Invoices

Number	Date	Balance
75000	9.24.2025	131,572.81
Total		**131,572.81**

Total Now Due **$367,992.57**

Monthly Progress Report
September 2025

Project:	Waller County - Penick Rd
Project No.:	0000069974.0000
Waller County Project No.:	23302

I. Work Completed to Date

Task 1: PER Meeting on 9/2.
- Presentation
- Post Presentation Comment Resolution

Task 2: Final Design (70% PS&E Submittal)
- Pipeline Crossing Exhibits to Waller County.
- LOE and Estimate for Bridge Railing consideration.
- 70% Roadway Model and Cross Sections
- 70% PS&E Plan Set

A: Project Management
- Design Team Coordination
- Major Schedule Revision
  - 70% - 11/3/2025 (moved up 3 weeks earlier)
  - 100% - 1/15/2026 (moved up 2 months earlier)

B: Monthly Meeting
- Monthly meeting with Waller County (9/29)
- 3 Bi-weekly progress meetings with Design Team: 9/2, 9/16, and 9/30

II. Work Planned for Next Period (October 2025)

Task 1: 70% Submittal Completion.
- PS&E Plan set, Review Checklist, Cost Estimate and KMZ file
- Internal QAQC Review process

Milestone Submittals	Expected Due Date
Prelim. Design Submittal (PER and Schematic)	**7/16/2025 - COMPLETED**
70% Design Submittal	11/3/2025 - REVISED
100% Design Submittal	1/15/2026 - REVISED

Ryan Hinson
Deputy Project Manager

Date: October 6, 2025

Waller County 2023 Mobility Bond

23204/23205 Joseph Road from Field Store Road to Kickapoo Road

Progress Report for September Invoice

Billing Period
August 23, 2025 to September 26, 2025

Completed this Billing Period

- Geotechnical report – final version received
- To date, 2nd round of 86 ROE letters have been sent out to property owners bordering the intersection locations:
  - 16 letters allowing entry (YES)
  - 10 letters not allowing entry (NO)
- Interim QLA SUE file completed
- Additional survey received
- Property owners identified
- Drainage – Cross Culvert evaluation in progress
- ROW determination in progress
- PER write up initiated

To be Completed next Billing Period

- SUE will confirm water line owners near Field Store Rd
- Continuing design of roadway geometrics and drainage
- Continue TCP phasing
- Continue ROW determination

Outstanding Issues

- Direction in left turn lanes for Field Store Road, Hager Road and Kickapoo Road.
- Direction on addition of left turn lanes for Oak Ridge development.
  - Cadd files available to locate proposed driveways
- Additional survey possibly needed at cross streets for design purposes

PER Report Submittal: 11/18/2025

Interim Design Submittal: N/A

Final Design Submittal: 12/17/2026

nty - Penick Rd

ptember 30, 2025

	Invoice #
Woolpert	
Terracon	
KCI	
Geotech	

	Contract Fee	% Complete to Date	Billed to Date	Consultant	Sep-25	Current Billing	Fee Remaning
	$ 49,821.00	52.00%	$ 25,906.92	BBI	$ 3,985.68	$ 3,985.68	$ 23,914.08
	$ 223,460.00	100.00%	$ 223,460.00	BBI	$ -	$ -	$ -
	$ 765,438.00	27.42%	$ 209,897.40	BBI	$ 106,922.10	$ 106,922.10	$ 555,540.60
	$ 69,992.00	90.00%	$ 62,992.80	KCI	$ -	$ -	$ 6,999.20
	$ 29,455.00	100.00%	$ 29,455.00	Terracon	$ -	$ -	$ -
	$ 40,297.00	100.00%	$ 40,297.00	Geotech	$ -	$ -	$ -
	$ 208,434.00	90.00%	$ 187,590.60	Woolpert	$ -	$ -	$ 20,843.40
	$ 145,737.00	0.00%	$ -				$ 145,737.00
	$ 1,532,634.00	**50.87%**	**$ 779,599.72**		**$ 110,907.78**	**$ 110,907.78**	**$ 753,034.28**

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 6:23 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23302 Penick Road
Attachments: 20251015-Invoice#75665-07 BBIPenick RD23302.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi hi!

Attached is another invoice! Here is a summary:

Project #: 23302
Project Name: Penick Road
Consultant: BBI
Percent spent so far: 51%
Design Schedule Changes: 1 month ahead of schedule

Invoice Date	Invoice #	Invoice $
10.15.25	75665-07	$110,907.78

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $91,486.49

Please make check payable to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Please mail check to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Purpose of check: Invoice # 193895-04

Professional Services Rendered fromJuly 26, 2025 to August 22, 2025

Mathis Road Reconstruction

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request **Date**

Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request **Date**

Item 21.

HRGreen.

P.O. Box 8213
Des Moines, IA 50301-8213
713.965.9996

INVOICE

Project No: 23206

Katlyn Dezarn
Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

Pay Application Number:	4
Invoice Number:	193895
Invoice Date:	10/14/2025
Job Number:	2404188

Project Name: Mathis Road Reconstruction

FOR PROFESSIONAL SERVICES RENDERED FROM July 26, 2025 to August 22, 2025

Task	Fee Type	Contract Fee Amount	Previous Amount	Current Amount	Total Fee Earned	Percent Complete
General Project Management	Lump Sum	$53,792.00	$14,536.50	$4,106.00	$18,642.50	35%
Preliminary Phase Services	Lump Sum	$89,272.00	$37,607.50	$12,414.00	$50,021.50	56%
Final Design Services	Lump Sum	$342,810.00	$8,962.50	$0.00	$8,962.50	3%
Drainage Analysis Study	Lump Sum	$61,799.00	$17,069.00	$31,913.00	$48,982.00	79%
Survey Services (Landtech)	Lump Sum	$145,092.44	$41,509.13	$0.00	$41,509.13	29%
Geotech Services (HVJ)	Lump Sum	$68,195.00	$40,227.50	$15,953.50	$56,181.00	82%
Environmental Services (Reba-Kistner)	Lump Sum	$15,748.00	$4,498.51	$10,462.09	$14,960.60	95%
SUE Services (Cobb-Fendley)	Lump Sum	$70,739.00	$3,936.80	$16,637.90	$20,574.70	29%
Construction Phase Services	Time & Materials	$49,942.00	$0.00	$0.00	$0.00	0%
Project Totals		**$897,389.44**	**$168,347.44**	**$91,486.49**	**$259,833.93**	**29%**

Total Fee Earned To Date	**$259,833.93**
Less Previously Billed	**$168,347.44**
Amount Due This Invoice	**$91,486.49**

I hereby certify this invoice to be true and correct.
HR Green, Inc.

Jesus M. Olivas, P.E.
Project Manager

For Billing Questions, Please Contact:
713.338.8004
jolivas@hrgreen.com

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

October 14, 2025
Project No: 2404188-0000
Invoice No: 193895
Invoice Total: $91,486.49

Project 2404188-0000 Waller County, TX - Mathis Road Reconstruction

Professional Services Through August 22, 2025

Phase	1	General Project Management				
Fee						
Total Fee		53,792.00				
Percent Complete		34.6566	Total Earned	18,642.50		
			Previous Fee Billing	14,536.50		
			Current Fee Billing	4,106.00		
			Total Fee			**4,106.00**
				Total this Phase		**$4,106.00**
Phase	2	Preliminary Phase Services				
Fee						
Total Fee		89,272.00				
Percent Complete		56.0327	Total Earned	50,021.50		
			Previous Fee Billing	37,607.50		
			Current Fee Billing	12,414.00		
			Total Fee			**12,414.00**
				Total this Phase		**$12,414.00**
Phase	4	Drainage Analysis Study				
Fee						
Total Fee		61,799.00				
Percent Complete		79.2602	Total Earned	48,982.00		
			Previous Fee Billing	17,069.00		
			Current Fee Billing	31,913.00		
			Total Fee			**31,913.00**
				Total this Phase		**$31,913.00**
Phase	5	Sub-Consultant Services				
Task	5.2	Geotech Services by HVJ				
Fee						
Total Fee		68,195.00				
Percent Complete		82.3829	Total Earned	56,181.00		
			Previous Fee Billing	40,227.50		

Item 21.

		Current Fee Billing	15,953.50	
		Total Fee		**15,953.50**
			Total this Task	**$15,953.50**

Task 5.3 Environmental Services by Reba-Kistner

Fee

Total Fee	15,748.00			
Percent Complete	95.00	Total Earned	14,960.60	
		Previous Fee Billing	4,498.51	
		Current Fee Billing	10,462.09	
		Total Fee		**10,462.09**
			Total this Task	**$10,462.09**

Task 5.4 SUE Services by Cob-Fendley

Fee

Total Fee	70,739.00			
Percent Complete	29.0854	Total Earned	20,574.70	
		Previous Fee Billing	3,936.80	
		Current Fee Billing	16,637.90	
		Total Fee		**16,637.90**
			Total this Task	**$16,637.90**
			Total this Phase	**$43,053.49**
			Total this Invoice	**$91,486.49**

Item 21.

HRGreen

Main • Fax • TBPE Firm

Project Status Report for Invoice #4
July 26, 2025 – August 22, 2025

Waller County, TX
Mathis Road Reconstruction: Project Number 23206

HR Green

- General Project Management and coordination with LJA and design team.
- Attended fourth monthly status meeting (8-20-25)
- Worked on developing preliminary PER and roll plot for proposed roadway.
- Submitted preliminary roll plot for LJA review.

HR Green – Drainage Study

- Developed exhibits showing drainage alternatives analyzed and presented to LJA at bi-weekly meeting
- Continued work on drainage analysis and report

Landtech - Survey

- Working on tightening the ROW with continued corner searches.
- Survey crews were on site gathering adjoining topo data and the last few property corner searches.
- Working to finalize the ROW and provide updated files.

HVJ - Geotechnical

- Working on geotechnical report to be provided mid-August
- Provided boring locations to surveyor to pick up locations

Raba-Kistner - Environmental

- Submitted environmental report with review comments provided by HRG and LJA addressed

Cobb-Fendley – SUE Services

- Continued refinement of utility locations in provided CAD files
- Provided updated utility file

HRGreen

Expected Submittal/Milestone Dates

- PER Submittal - 10/08/2025
- Interim Design Submittal – 5/18/2026
- Final Design Submittal – 9/11/2026

HR GREEN, INC.
Jesus Olivas
Project Manager

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 3:51 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23206 Mathis Road
Attachments: 20251014-Invoice4-HR Green - Mathis Road Recon-23206.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon,

Attached is another invoice for your review and processing! Here is a summary:

Project #: 23206
Project Name: Mathis Road
Consultant: HR Green
Percent spent so far: 29%
Design Schedule Changes: PER Delayed to do further Geotech investigation

Invoice Date	Invoice #	Invoice $
10/14/2025	193895-04	$91,486.49

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Item 21.

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $96,420.56

Please make check payable to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Please mail check to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Purpose of check: Invoice # 65035800-0925-06 Project # 65035800

Services Rendered September 1, 2025 through September 30, 2025

23102 Double Culvert Road

Charge to GL line: 605-605-545405

Julie Adams 10-23-25

Signature of Person Submitting Request Date

J. Ross McCall 10-23-25

Signature of Official/Department Head Submitting Request Date

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 951640
Account Number:	2073089159554	DALLAS, TX 75395-1640
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

WALLER COUNTY, TX
425 FM 1488
HEMPSTEAD, TX 77445

Federal Tax Id: 56-0885615
For Services Rendered through Sep 1-30, 2025

Invoice Amount: $96,420.56

Invoice No: 065035800-0925-06
Invoice Date: Sep 30, 2025

Project No: 065035800
Project Name: 23102 DOUBLE CULVERT ROAD
Project Manager: SMOAK, SONNY

Client Reference:

LUMP SUM

KH Ref # 065035800.1-33540784

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT ADMINISTRATION & PERMITTING	104,880.00	30.00%	31,464.00	26,220.00	5,244.00
PRELIMINARY ENGINEERING	536,332.69	65.00%	348,616.25	257,439.69	91,176.56
FINAL DESIGN	269,375.00	0.00%	0.00	0.00	0.00
Subtotal	**910,587.69**	**41.74%**	**380,080.25**	**283,659.69**	**96,420.56**
Total LUMP SUM					**96,420.56**

HOURLY NOT TO EXCEED

KH Ref # 065035800.3-33586061

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
CPS	72,270.00	0.00	0.00	0.00
Subtotal	**72,270.00**	**0.00**	**0.00**	**0.00**
Total HOURLY NOT TO EXCEED				**0.00**

Total Invoice: $96,420.56

Kimley»Horn
Expect More. Experience Better.

Progress Report #6 (Sept 2025)
23102 Double Culvert Rd Segment 1

Project: Double Culvert Rd Segment 1
KHA Project #065035800

Date: October 6, 2025

Prepared by: Sonny Smoak, P.E.

Explanation of Effort (through September 30th):

During the month of September 2025, Kimley-Horn performed the following tasks:

- 30% roll plot and PER submitted

Anticipated Activities Next Month:

We anticipate performing the following tasks next month:

- Update 30% roll plot and PER per County comments
- Commence with Interim Final Design submittal

Schedule:

- Expected Interim Design Submittal – 12/20/2025
- Expected Final Design Submittal – 2/28/2025

Pending Needs/Requests:

- N/A

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Wednesday, October 22, 2025 6:04 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23102 Double Culvert Seg 1
Attachments: 20250930-06503580009-KIMLEYHORN-23102 DOUBLE CULVERT ROAD-065035800.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23102
Project Name: Double Culvert Seg 1
Consultant: Kimley Horn
Percent spent so far: 39%
Design Schedule Changes: N/A

Invoice Date	Invoice #	Invoice $
09.30.25	065035800-0925-06	$96,420.56

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $93,739.75

Please make check payable to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Please mail check to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Purpose of check: Invoice # 100200-6 Project # 2117.0000 Neuman Road

Professional Engineering Services August 18, 2025 to September 21, 2025

Charge to GL line: 605-605-545405

Julie Adams 10-23-25

Signature of Person Submitting Request **Date**

pw J. Ross McCall 10-23-25

Signature of Official/Department Head Submitting Request **Date**

RG Miller | DCCM

R.G. Miller Engineers, Inc.

1080 Eldridge Pkwy, Suite 600, Houston, Texas 77077 Tel. 713-461-9600 Fax 713-461-8455

Remit Payment: R.G. Miller Engineers, Inc.
By Check: 1080 Eldridge Pkwy Suite 600 Houston, TX 77077
Electronic Instructions:
Bank: First Merchants Bank Acct#: 101174891
Wire/ACH ABA: 074900657
BIC/ SWIFT CODE: FMECUS33 (International)

BILL TO
Waller County
c/o Rosemary Gambino
P.O. Box 239
Waller, TX 77484

Email: jtyler@lja.com; rmcbride@lja.com
CC: kdezarn@lja.com

REMIT TO
R.G. Miller Engineers, Inc.
Attn: Amy Phan
1080 Eldridge, Suite 600
Houston, TX 77077
Email: aphan@rgmiller.com

Professional Engineering Services related to
Project: Neuman Road

INVOICE

Date of Invoice: 3-Oct-25 **RGME Invoice No.** 100200-6
RGME Project No.: 2117.0000
Period of Services: 8/18/2025 TO 9/21/2025

TASK Code	Phase Description		Contract Fee	% Complete	Invoiced to Date	Previously Invoiced	Current Invoice		Amount of Contract Value Remaining
100	PER Phase	LS	$190,540.00	80%	$152,432.00	$123,851.00	$28,581.00		$38,108.00
200	Design Phase	LS	$238,750.00	0%	$0.00	$0.00	$0.00		$238,750.00
210	Topographic Survey	T&M	$117,548.00	76%	$89,404.08	$70,200.48	$19,203.60		$28,143.92
220	Geotechnical Services	T&M	$99,567.00	90%	$89,610.30	$44,805.15	$44,805.15		$9,956.70
230	Subsurface Utility Engineering	T&M	$158,630.00	3%	$5,336.30	$4,186.30	$1,150.00		$153,293.70
240	Bridge Design	T&M	$73,080.00	0%	$0.00	$0.00	$0.00		$73,080.00
250	Environmental Services	T&M	$16,866.00	0%	$0.00	$0.00	$0.00		$16,866.00
300	Bid Phase	LS	$11,800.00	0%	$0.00	$0.00	$0.00		$11,800.00
	Total:		$906,781.00		$336,782.68	$243,042.93	$93,739.75		$569,998.32
	OVERALL TOTALS		**$906,781.00**	**37%**	**$336,782.68**	**$243,042.93**	**$93,739.75**		**$569,998.32**

AMOUNT DUE THIS INVOICE: **$93,739.75**

I certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the subcontract agreement

Approved by:

Alberto Espinoza, P.E.
Senior Project Manager

October 3, 2025
Date

(If you have any questions regarding this invoice, call or email Mary Williams @ 281-921-8678 or mawilliams@rgmiller.com.)

Neuman Road

August 2025 Progress Report

Summary of Work Accomplished in September 2025

- Coordinate work with subconsultants
- Discuss section alternatives and existing drainage conditions with BKDD
- Discuss roadway section alternatives with Waller County
- Analyze alternatives for Gassner and Neuman intersection

Summary of Work to be Accomplished in October 2025

- Coordinate work with subconsultants
- Determine final roadway cross section
- Provide alternatives for Gassner intersection
- Begin Preliminary Engineering Report preparation

Project Schedule and Upcoming Deliverables

- Draft Geotechnical Report – 7/23/2025
- Survey Deliverables – 10/24/2025
- Preliminary Engineering Report Design Submittal – 10/31/2025
- 70% Design Submittal – 4/19/2026
- 95% Design Submittal – 7/9/2026
- 100% Design Submittal – 8/20/2026

Outstanding Issues or Information Needs

Open Issues

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :H02049

Item 23.

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

PROJECT :
AHA2501800
Neuman Rd Reconstruction - Waller C

BILLING DATE :
8/13/2025

CLIENT :
18C07699 R. G. Miller / DCCM

RABA KISTNER

ACH INSTRUCTIONS for RABA KISTNER, Inc.
Bank: JP Morgan Chase Bank, NA
ABA: 111000614 (domestic)
ACCOUNT: 1821317326
EMAIL: ar@rkci.com

Received invoice late. 08.28.25 MW

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

~~Alberto Espinoza~~
R. G. Miller / DCCM
1080 Eldridge Parkway, Suite 600
Houston, TX 77077

APPROVED
By Alberto Espinoza at 4:14 pm, Aug 28, 2025

CONSULTING SERVICES

-Please include the following in all invoices and correspondence:
Project Title: Waller Count; Project: Neuman Road from Gassner Lane to Depot Street
RGM Project No.: 2117.0000
Project Phase and Task No.: 0220
-Send all invoices to AP_RGME@dccm.com and copy Mr. Alberto Espinoza at aespinoza@dccm.com

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 7/25/2025

TOTAL FEE AUTHORIZED	99,567.00
PERCENT COMPLETE AS OF 8/8/2025	90.00%
FEE EARNED TO DATE	89,610.30
LESS PREVIOUS BILLINGS	44,805.15
AMOUNT DUE THIS INVOICE **	44,805.15

RK PROJECT MANAGER: Phu Tran
CLIENT PHONE: 713-461-9600

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$ 44,805.15
Total of Previous Invoices - Currently Unpaid	44,805.15
Total Due And Payable	$ 89,610.30

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.

AP Aug-25

PLEASE PAY FROM THIS INVOICE.

PAPE-DAWSON TEXAS

INVOICE

2117.000
Phase: 230
Reimb w/NO markup

R. G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, TX 77084

September 02, 2025
Project No: 00042473-030
Invoice No: 25081661
Contract No: Proj #2117.0000

ATTN: Alberto Espinoza

Invoice Total: $1,150.00

Project 00042473-030 Waller County - Neuman Rd

Professional Services through August 22, 2025

Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Invoice
Utility Engineering	47,410.00	11.2556	5,336.30	4,186.30	1,150.00
PM & Admin	21,720.00	0.00	0.00	0.00	0.00
Total Fee	69,130.00		5,336.30	4,186.30	1,150.00
	Total Fee				**1,150.00**
			Total Due This Invoice		**$1,150.00**

	Current	Prior	Total
Billings to Date	**1,150.00**	**4,186.30**	**5,336.30**

Interest of 10% per annum is added on past due invoices, unless otherwise contractually stated.

APPROVED
By Alberto Espinoza at 8:54 am, Sep 08, 2025

PROJECT MANAGER: Trisha Frederick

QUIDDITY

Invoice Total $19,203.60

2117.000
Phase: 210
Reimb w/NO markup

Invoice #: ARIV1042818
Invoice date: 9/2/2025
Project Number: 30347-0001-01

RG Miller
1080 Eldridge Parkway
Houston, TX 77077

PAYMENT POLICY

Payments are due upon receipt. Our standard payment options are check or ACH. We also accept all major credit cards subject to a 2.5% convenience fee. Please send remittance advice to AccountsReceivable@quiddity.com

Remit Address	ACH Info
Quiddity Engineering	Vantage Bank
PO Box 991	Acct #: 108119104
Houston, TX 77001	ABA #: 114915272

APPROVED
By Alberto Espinoza at 5:28 pm, Sep 02, 2025

Project Title: Waller County; Project: Neuman Road from Gassner Lane to Depot Street
RGM Project No.: 2117.0000
Project Phase/Task No.: 210

For professional services from 01-Aug-2025 through 31-Aug-2025

30347-0001-01 **Waller County-Neuman Road**

30347-0001-01.130 - Neuman Road

Role	Hours	Rate	Amount
2-Person Field Crew	35.00	205.00	7,175.00
Project Manager	12.00	250.00	3,000.00
Survey Technician	77.00	115.00	8,855.00
Subtotal	**124.00**		**19,030.00**

Category	Vendor Id	Amount
Company Vehicle Mileage		173.60
Subtotal		**173.60**

Billing limits	Current	Prior	To-Date
Total billings	19,203.60	70,200.48	89,404.08
Limit			117,548.00
Remaining			28,143.92

Invoice subtotal	19,203.60
Total	**19,203.60**

Outstanding invoices

Invoice	Date	Balance
ARIV1038440	6/4/2025	8,851.25
ARIV1039957	7/11/2025	40,025.35
ARIV1041467	8/5/2025	21,323.88

Project Waller County-Neuman Road **Invoice** ARIV1042818

Billing Backup

Quiddity Engineering, LLC

Project Waller County-Neuman Road

Expenses

Company Vehicle Mileage

	8/1/2025	Tyler Cole - 26 Miles	18.20
	8/1/2025	Jade Jenkins - 26 Miles	18.20
	8/8/2025	Steve Pool - 37 Miles	25.90
	8/11/2025	Steve Pool - 30 Miles	21.00
	8/12/2025	Steve Pool - 48 Miles	33.60
	8/13/2025	Steve Pool - 41 Miles	28.70
	8/15/2025	Steve Pool - 40 Miles	28.00
Company Vehicle Mileage			**173.60**

Professional Personnel

		Hours	Rate	Amount
30347-0001-01.130 2-Person Field Crew				
Tyler Cole	8/1/2025	4.75	205.00	973.75
Jade Jenkins	8/1/2025	4.00	205.00	820.00
Steve Pool	8/13/2025	9.25	205.00	1,896.25
Steve Pool	8/15/2025	7.75	205.00	1,588.75
Tyler Cole	8/1/2025	1.25	205.00	256.25
Steve Pool	8/8/2025	8.00	205.00	1,640.00
30347-0001-01.130 Project Manager				
David Spradley	8/5/2025	2.00	250.00	500.00
David Spradley	8/6/2025	0.50	250.00	125.00
David Spradley	8/8/2025	1.50	250.00	375.00
David Spradley	8/11/2025	1.50	250.00	375.00
David Spradley	8/14/2025	1.50	250.00	375.00
David Spradley	8/19/2025	1.00	250.00	250.00
Chris Kalkomey	8/21/2025	3.00	250.00	750.00
David Spradley	8/21/2025	1.00	250.00	250.00
30347-0001-01.130 Survey Technician				
Mario Gonzales	8/1/2025	0.50	115.00	57.50
Mario Gonzales	8/5/2025	6.00	115.00	690.00
Jorge Reyes	8/6/2025	9.00	115.00	1,035.00
Mario Gonzales	8/6/2025	5.00	115.00	575.00
Jorge Reyes	8/7/2025	9.50	115.00	1,092.50
Steve Pool	8/8/2025	0.25	115.00	28.75
Jorge Reyes	8/8/2025	2.50	115.00	287.50
Steve Pool	8/11/2025	0.25	115.00	28.75
Steve Pool	8/12/2025	0.50	115.00	57.50
Steve Pool	8/13/2025	0.50	115.00	57.50
Steve Pool	8/15/2025	0.50	115.00	57.50

Project	Waller County-Neuman Road	Invoice	ARIV1042818

Billing Backup

Quiddity Engineering, LLC

Project **Waller County-Neuman Road**

Phillip Dencklau	8/21/2025	3.50	115.00	402.50
Phillip Dencklau	8/22/2025	2.50	115.00	287.50
Phillip Dencklau	8/25/2025	8.00	115.00	920.00
Phillip Dencklau	8/26/2025	6.50	115.00	747.50
Mario Gonzales	8/1/2025	2.50	115.00	287.50
30347-0001-01.130 Survey Technician				
Steve Pool	8/11/2025	9.75	115.00	1,121.25
Steve Pool	8/12/2025	9.75	115.00	1,121.25
Total labor		124.00		**19,030.00**
Total this Report				**19,203.60**

Project	Waller County-Neuman Road	Invoice	ARIV1042818

Billing Backup

Quiddity Engineering, LLC

Project	Waller County-Neuman Road

Total this Report (Rounded)	19,203.60

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Wednesday, October 22, 2025 5:43 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice |
Attachments: 20251003 - Invoice 100200-6 RGM - Neuman Road - 23404.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke!

Attached is another invoice for your review and approval! Here is a summary:

Project #: 23404
Project Name: Neuman Road
Consultant: RG Miller
Percent spent so far: 37%
Design Schedule Changes: N/A

Invoice Date	Invoice #	Invoice $
10.03.25	100200-6	$93,739.75

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $14,519.13

Please make check payable to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Please mail check to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Purpose of check: Invoice # 304200.00 - 6

Professional Services from September 1, 2025 to September 28, 2025

Pitts Road

Charge to GL line: 605-605-545405

Julie Adams 10-29-25

Signature of Person Submitting Request Date

Ross McCall 10-29-25

Signature of Official/Department Head Submitting Request Date

Invoice

SCHAUMBURG & POLK, INC.

September 29, 2025
Invoice No: 0000304200.00 - 6

WALLER COUNTY
J. ROSS MCCALL, P.E.
775 BUS 290 EAST
HEMPSTEAD, TX 77445

Project 0000304200.00 PITTS ROAD
PROFESSIONAL ENGINEERING SERVICES
R.MCCALL@WALLERCOUNTY.US

Professional Services from September 1, 2025 to September 28, 2025

Fee

Phase	Contract Fee	Percent Complete	Billed To Date	Current Billing
GENERAL	260,499.20	15.00	39,074.88	5,209.98
PRELIM DESIGN	206,870.00	26.00	53,786.20	9,309.15
ENVIRONMENTAL	18,590.00	68.6961	12,770.60	0.00
GEOTECHNICAL	70,880.94	0.00	0.00	0.00
STRUCTURAL	63,067.00	0.00	0.00	0.00
SUE	93,050.00	13.6031	12,657.70	0.00
SURVEY	100,426.00	77.7572	78,088.44	0.00
TRAFFIC	81,873.84	14.9037	12,202.23	0.00
FINAL DESIGN	219,420.00	0.00	0.00	0.00
BID/CONSTRUCTION	135,304.00	0.00	0.00	0.00
Total Fee	1,249,980.98		208,580.05	14,519.13
		Previous Fee Billing	194,060.92	
	Total Fee			**14,519.13**
			Total this Invoice	**$14,519.13**

Outstanding Invoices

Number	Date	Balance
4	8/4/2025	39,881.22
5	9/2/2025	32,118.87
Total		**72,000.09**
	Total Now Due	**$86,519.22**

Billings to Date

	Current	Prior	Total
Fee	14,519.13	194,060.92	208,580.05
Totals	**14,519.13**	**194,060.92**	**208,580.05**

SCHAUMBURG & POLK, INC.
ENGINEERING A BETTER FUTURE

Waller County
23407 Pitts Rd
Progress Report

Work Period: September 1, 2025 to September 28, 2025

Previous Month:

General:

- SPI determined additional topo needed.
- SPI coordinated with TNP and BBI regarding updated topo and right-of-way.
- SPI reviewed TNP's proposal for the survey extension.
- SPI coordinated with TNP regarding Quiddity plans and Harris County easements.
- SPI attended coordination meeting with LJA and BBI.
- SPI attended meeting with Quiddity, LJA and BBI.
- SPI coordinated with B2Z and Consor on status of their reports.
- SPI attended the Progress Meeting with LJA.

Prelim Design:

- SPI updated Intersection Exhibit with interim conditions (intersection and transitions along Clay Rd).
- SPI updated pavement file (south tie-in shift).
- SPI created alignment file.
- SPI created existing cross sections.

Next Month:

General:

- SPI to attend Progress Meeting with LJA and prepare meeting minutes.

Preliminary Engineering:

- SPI to continue preparing PER.
- SPI to attend pre-development BKDD meeting.

Environmental:

- Submit revised Environmental Constraints Report.
- Prepare Amendment 1 proposal.

Geotechnical:

- Receive comments on their Geotechnical Report, if any.

SUE:

- Develop a utility base map for existing utilities. It will be finalized with survey data.
- Create a preliminary utility conflict matrix.

Traffic:

- Once we get Harris County approval on the Pitts Road and Clay Road intersection layout, TEDSI to submit revised Traffic Signal Warrant Study.
- TEDSI to evaluate intersection sight triangles.

Issues:

- Pending TNP's proposal approval from Waller County.

Schedule:

*** Same as last report. Schedule to be revised when SPI receives schedule for the survey extension***

PER Submittal: 8/29/2025 (draft)
70% Submittal: 2/2/2026
95% Submittal: 5/4/2026
100% Submittal: 7/23/2026

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, October 28, 2025 6:42 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23407 Pitts Road
Attachments: 20250929-Invoice#304200.00-6-SPI-Pitts Rd-23407.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good evening!

Attached is another invoice for your review.

Project #: 23407
Project Name: Pitts Road
Consultant: SPI
Percent spent so far: 17%
Design Schedule Changes: Pending updated schedule; additional survey required

Invoice Date	Invoice #	Invoice $
09.29.25	0000304200.00 - 6	$14,519.13

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT TO THE TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, AND TWINWOOD INDUSTRIAL OWNER, LLC

Waller County, Texas ("County"), and Twinwood Industrial Owner, LLC ("Owner") hereby amend the tax abatement agreement entered into between the County and Owner. This amendment is made and entered on October 15, 2025.

WHEREAS, County, and Owner entered into a Tax Abatement Agreement on June 14, 2023 ("Agreement"), which is identified as Contract ID# 230614-11d and is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, Owner has completed construction on the Improvements required by the Agreement, namely "Building 4," an approximately 181,000 square foot commercial building at an estimated cost of approximately $9,000,000.00 located at 2150 Discovery Hills Parkway, Brookshire, Texas 77423, and requests an extension of the abatement period due to construction delays and market conditions; and

WHEREAS, County has determined that the extension of the abatement period would maintain and/or enhance the commercial/industrial economic and employment base of the County, otherwise further the goals of the Tax Abatement Policies and Guidelines previously adopted by the County, and would be a long-term benefit to the County; and

WHEREAS, County, and Owner wish to amend the Agreement in order to extend the abatement period;

NOW, THEREFORE the parties mutually agree as follows:

1. Section 3 of the Agreement is amended to read:

> "COUNTY and OWNER agree that if a lessee/buyer does not lease the SPEC BUILDING at the PREMISES before the end of Year (3) of this abatement AGREEMENT, said AGREEMENT will hereby terminate, and OWNER will be assessed and owe all taxes payable to COUNTY commencing Year (4). For purposes of this AGREEMENT, the period from (i) January 1, 2025 through and including December 31, 2025 shall be referred to as Year (1), (ii) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (2), (iii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (3), and January 1, 2028 through and including December 31, 2028 shall be referred to as Year (4).

2. Section 12(a) of the Agreement is amended to read:

> "Said abatement shall be in an amount equal to the percentages listed in the following table:

Year 1 (2025) – 100%
Year 2 (2026) – 100%
Year 3 (2027) – 100%

3. Section 12(b) of the Agreement is amended to read:

> "Said abatement on the SPEC BUILDING located at the PREMISES shall terminate if not occupied by a lessee or buyer by December 31 of YEAR 3 as defined in Section 12(a). In such an event, OWNER is fully liable for all ad valorem property taxes owed to the COUNTY beginning January 1, 2028/Year 4."

4. No other amendments or modifications to the Agreement are hereby made.
5. This amendment is effective as of the date of the last signature.
6. Signatories represent and warrant that they have the authority to bind the respective parties.

WALLER COUNTY, TEXAS
a political subdivision of the State of Texas

_____
Carbett "Trey" J. Duhon III
County Judge

_____
Date

Attest

_____
Debbie Hollan
County Clerk

_____
Date

TWINWOOD INDUSTRIAL OWNER, LLC
a Delaware limited liability company

By: Twinwood Industrial Venture, LLC,
a Delaware limited liability company
Its: Sole Member

By: Twinwood Industrial PG, LLC,
a Delaware limited liability company
Its: Managing Member

By: PDC Houston LPIV, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: Todd King, Local Partner
10.29.25
Date

EXHIBIT 1

Contract ID # 230614-11d

THE STATE OF TEXAS,

COUNTY OF WALLER,

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

TAX ABATEMENT AGREEMENT:

This AGREEMENT is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("COUNTY"), and Twinwood Industrial Owner, LLC, as of June 14, 2023.

RECITALS:

WHEREAS, on February 28, 2018 the COUNTY passed an Order establishing Twinwood Business Park as a Reinvestment Zone, and on December 22, 2021 the COUNTY amended the Order to rename the Reinvestment Zone as Waller County Twinwood Business Park Reinvestment Zone 12, both of which are included in Exhibit "C," for commercial/industrial tax abatement purposes ("ORDER"), as authorized by Texas Tax Code Chapter 312; and

WHEREAS, the COUNTY has previously adopted Tax Abatement and Incentives Policy Guidelines & Criteria ("POLICY") governing Tax Abatement Agreements and Reinvestment Zones; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing Tax Abatement Agreements to be entered into by the COUNTY; and

WHEREAS, the COUNTY has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of COUNTY, to otherwise further the goals of the POLICY previously adopted by COUNTY, and for the long-term benefit of the COUNTY;

WHEREAS, OWNER owns the PREMISES or has the PREMISES under contract.

NOW THEREFORE, the PARTIES do hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The property that is the subject of this AGREEMENT shall be referred to as the PREMISES, and the PREMISES are described in EXHIBIT "A," which is attached hereto and incorporated herein.
2. OWNER shall ensure a prospective lessee/buyer for the SPEC BUILDING(S) (as such term is defined in the COUNTY'S current POLICY) at the PREMISES is diligently and faithfully sought.
3. COUNTY and OWNER agree that if a lessee/buyer does not lease the SPEC BUILDING at the PREMISES before the end of Year (2) of this abatement AGREEMENT, said AGREEMENT will hereby terminate and OWNER will be assessed and owe all taxes payable to COUNTY commencing Year (3). For purposes of this AGREEMENT, the period from (i) January 1, 2025 through and including December 31, 2025 shall be referred to as Year (1), (ii) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (2), and (iii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (3).
4. Upon OWNER entering into a lease with a lessee, or sales agreement with a buyer, this AGREEMENT may be amended or replaced on mutually acceptable terms by a written

instrument duly executed by COUNTY and OWNER, based on the results of the Economic Impact Analysis as required in the COUNTY'S then-current POLICY.

5. A separate agreement may be made between the COUNTY and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the COUNTY'S then-current POLICY.

6. The improvements OWNER shall make to the PREMISES shall be referred to as the IMPROVEMENTS, and the IMPROVEMENTS shall be of the kind, number, and location specifically described in EXHIBIT "B" which is attached hereto and incorporated herein. Notwithstanding the foregoing, OWNER may amend EXHIBIT "B" with the prior written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed.

   a. The IMPROVEMENTS, as referenced in Exhibit "B," for Building 4, located at 2150 Discovery Hills Parkway, Brookshire, Texas 77423, shall be completed by the end of Year (1) and will cost an estimated $9,000,000.

   b. OWNER shall ensure the IMPROVEMENTS are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding subsection a. above, OWNER shall have additional reasonable time to complete the IMPROVEMENTS in the event of "force majeure," if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. "Force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

7. OWNER shall, until the expiration of this AGREEMENT or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the PREMISES as a SPEC BUILDING.

8. OWNER shall, in writing and until the expiration of this AGREEMENT, annually certify compliance with this AGREEMENT to the COUNTY.

9. For the duration of this AGREEMENT, OWNER, as owner of the premises, is not required to employ persons as part of this AGREEMENT.

10. It is understood and agreed among the PARTIES that the PREMISES shall be appraised at market value for property tax purposes beginning January 1, of YEAR 1 as defined in section 12.a., including the value of any partially completed IMPROVEMENTS.

    a. If there are no IMPROVEMENTS on the PREMISES on January 1, of YEAR 1 as defined in section 12.a., and if OWNER'S failure to make IMPROVEMENTS is not excused under section 6.c., then this AGREEMENT is subject to termination by the COUNTY as if a default had occurred under section 13, and there shall be no tax abatement for the tax year beginning January 1, of YEAR 1 as defined in section 12.a..

    b. Beginning January 1, of YEAR 1 as defined in section 12.a., and continuing each year thereafter, the PREMISES and any and all IMPROVEMENTS shall be appraised at market value effective January 1 of each tax year.

11. OWNER agrees to render the PREMISES for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions.

12. Subject to the terms and conditions of this AGREEMENT, and subject to the rights of the holders of any outstanding bonds of the COUNTY, a portion of the ad valorem property taxes which would otherwise be owed to the COUNTY for the PREMISES shall be abated.

a. Said abatement shall be in an amount equal to the percentages listed in the following table:

YEAR 1 (2025) – 100%
YEAR 2 (2026) – 100%

b. Said abatement on the SPEC BUILDING located at the PREMISES shall terminate if not occupied by a lessee or buyer by December 31, of YEAR 2 as defined in section 12.a.. In such an event, OWNER is fully liable for all ad valorem property taxes owed to COUNTY beginning January 1, 2027/Year (3).

c. The abatement percentages in subsection a. above shall be applied to the taxes assessed for each year during the abatement period (including the taxes assessed on the value of the PREMISES and any and all IMPROVEMENTS) over the base value of the PREMISES in the year in which this AGREEMENT is entered. The PARTIES understand and agree that the percentages in subsection a. above only apply to IMPROVEMENTS and property that are eligible for abatement under Texas law.

d. Nothing in this AGREEMENT shall affect OWNER'S right to protest and/or contest any taxes assessed on the PREMISES and any and all IMPROVEMENTS, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of OWNER'S protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

13. OWNER shall be in default if any of the following occurs:

a. IMPROVEMENTS are not completed substantially in accordance with this AGREEMENT, including EXHIBIT "B," as may be amended in accordance with the terms of this AGREEMENT;

b. OWNER fails to timely file annual renditions for the PREMISES and any and all IMPROVEMENTS;

c. OWNER allows its ad valorem taxes owed to the COUNTY, or any other taxes owed to any other taxing entity located in whole or in part in the COUNTY, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. OWNER operates the PREMISES (or causes the PREMISES to be operated) in violation of public health and safety laws, or allows the PREMISES or any part thereof to become a public nuisance; or

e. OWNER fails to comply with or violates any other part of this AGREEMENT.

14. In the event that OWNER defaults as described in section 13 above, the COUNTY shall give OWNER written notice of such default. If OWNER has not cured such default within sixty (60) days of said written notice, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to OWNER or its designated representative.

a. Any notice or certification to be provided pursuant to this AGREEMENT shall be made to the following persons, unless a substitute representative is designated in writing:

Carbett "Trey" J. Duhon III
County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

Twinwood Industrial Owner, LLC
1300 W. Sam Houston Pkwy S.
Suite 225
Houston, Texas 77042

15. In the event of default or termination, the PARTIES acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, OWNER shall owe all taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, and all such taxes shall be paid to the COUNTY within sixty (60) days of the expiration of the cure period described in section 14 above.

a. In addition to any amounts due under section 15 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.

b. Notwithstanding subsection a. above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the COUNTY terminates this AGREEMENT, no abatements for the PREMISES in future years will be allowed.

16. Notwithstanding section 15 above, if OWNER completes the IMPROVEMENTS in compliance with this AGREEMENT, but subsequently fails to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT, then section 15 shall not apply to require payment of taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, unless OWNER was not in compliance with this AGREEMENT during those prior years. Instead, OWNER shall only be liable to the COUNTY for those taxes which are assessed for the tax years in which OWNER ceases to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT

MISCELLANEOUS:

17. The COUNTY represents and warrants that the PREMISES does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this AGREEMENT.

18. The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all PARTIES. However, except for any collateral assignment to any lender of OWNER, this AGREEMENT cannot be assigned by OWNER without the COUNTY'S written consent, which shall not be unreasonably withheld. If any lender of OWNER becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this AGREEMENT to the contrary, such lender shall not be liable for any amounts under this AGREEMENT except for the taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for the years

during which this AGREEMENT was in effect or, if section 16 is applicable, then such lender shall only be liable for the amounts for which OWNER is liable under section 16.

19. This AGREEMENT may be replaced by a subsequent Tax Abatement Agreement consistent with COUNTY'S POLICY based on a qualifying lessee/buyer, COUNTY, and OWNER, in the event of a lease, all being parties to a mutually acceptable agreement. The Tax Abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

20. It is understood and agreed between the PARTIES that OWNER is acting independently in the performance of its obligations hereunder, and the COUNTY assumes no responsibilities or liabilities for OWNER'S performance of this AGREEMENT. OWNER agrees to defend, indemnify, and hold harmless the COUNTY, including but not limited to the COUNTY'S officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to OWNER'S performance of this AGREEMENT or OWNER'S PREMISES or IMPROVEMENTS.

21. OWNER agrees that the COUNTY and its agents or employees shall have the reasonable right of access to the PREMISES to inspect the IMPROVEMENTS to ensure that the IMPROVEMENTS have been made and are being made in accordance with this AGREEMENT. After completion of the IMPROVEMENTS, the COUNTY shall have the continuing right to ensure that the PREMISES are thereafter maintained and operated in accordance with this AGREEMENT, during the term of this AGREEMENT. However, the COUNTY will neither inspect for nor ensure that OWNER is in compliance with federal,

state, or local laws or regulations. The COUNTY'S inspections, if any, shall not constitute an acknowledgment or certification to OWNER or any third party that OWNER is in compliance with federal, state, or local laws or regulations.

22. This AGREEMENT shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this AGREEMENT be found unenforceable by a court of competent jurisdiction, all other parts of this AGREEMENT shall continue in full force and effect, and this AGREEMENT shall be reformed to as closely as possible reflect the original terms of this AGREEMENT.

23. OWNER'S rights and obligations arising under this AGREEMENT shall be effective upon OWNER'S acquisition of the PREMISES.

24. This AGREEMENT was authorized by the minutes of the Commissioners Court of Waller County, Texas at a meeting on June 14, 2023, whereupon it was duly determined that the County Judge would execute the AGREEMENT on behalf of Waller County, Texas.

25. Venue for disputes arising under or related to this AGREEMENT shall lie exclusively in Waller County, Texas.

26. All amendments and additions to this AGREEMENT and its EXHIBITS must be approved by the Waller County Commissioners Court.

27. Signatories to this AGREEMENT represent and warrant that they have authority to bind the respective PARTIES.

This AGREEMENT is being executed as of June 14, 2023.

Attest:

Debbie Hollan
County Clerk

COUNTY OF WALLER

Carbett "Trey" J. Duhon III
Waller County Judge

Twinwood Industrial Owner, LLC,
a Delaware limited liability company.

By: TWINWOOD INDUSTRIAL VENTURE, LLC,
a Delaware limited liability company,
its Sole Member

By: TWINWOOD INDUSTRIAL PG, LLC,
a Delaware limited liability company,
its Managing Member

By: PDC HOUSTON LPIV, LLC
a Delaware limited liability company,
its Manager

By: Todd King
Local partner

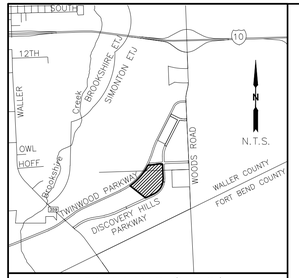
Todd King
Twinwood Industrial Owner, LLC
11750 Katy Freeway
Suite 420
Houston, Texas 77079

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

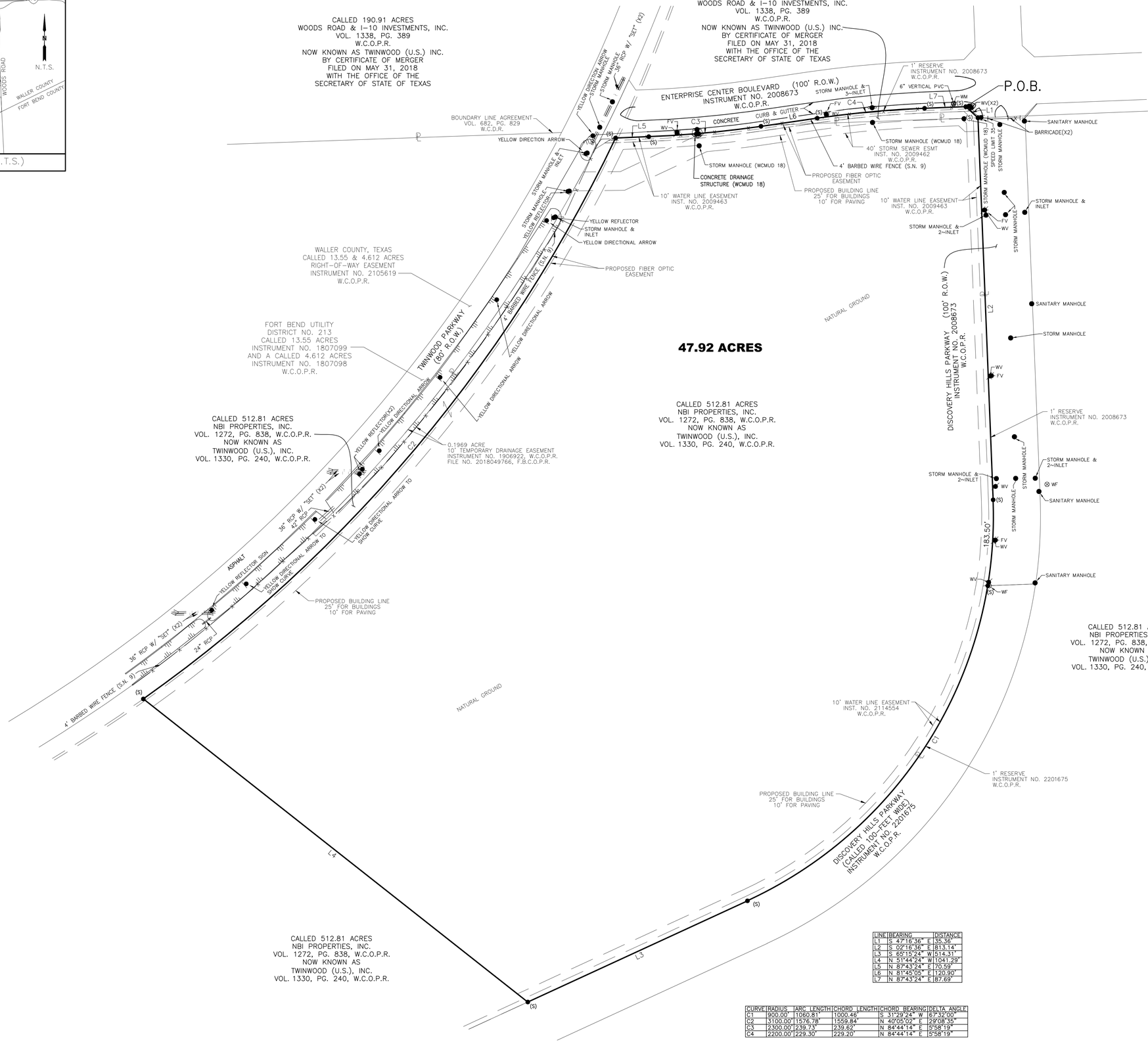
Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the reinvestment zone. Please provide the address if you have one. Include as many documents as needed to provide the information.

Attach legal description, plat (if any) and site plan, and survey

Please provide a clear copy of the plat, site plan and survey containing the appropriate GPS coordinates identifying the boundary, including the coordinates at each change in direction of the boundary. If possible, include it on paper no larger than legal size. This may be difficult for some attachments. If you need to use a larger page size to ensure readability, then please do.



VICINITY MAP (N.T.S.)



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(S)	SET 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
"SET"	SAFETY END TREATEMENT
S.N.	SEE NOTE
	HIGH BANK
OHE	OVERHEAD ELECTRIC
X	BARBED WIRE FENCE
	POWER POLE
WV	WATER VALVE
FV	FLUSHING VALVE
WF	WATER FAUCET
WM	WATER METER
	SIGN (AS SPECIFIED)

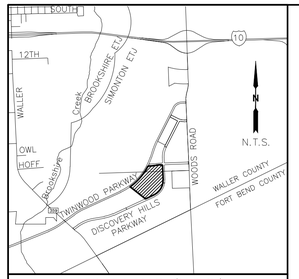
LINE	BEARING	DISTANCE
L1	S 47°16'36" E	35.36'
L2	S 02°16'36" E	813.14'
L3	S 65°15'24" W	514.31'
L4	N 51°44'24" W	1041.29'
L5	N 87°43'24" E	70.59'
L6	N 81°45'05" E	120.90'
L7	N 87°43'24" E	87.69'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	900.00'	1060.81'	1000.46'	S 31°29'24" W	67°32'00"
C2	3100.00'	1576.78'	1559.84'	N 40°05'02" E	29°08'35"
C3	2300.00'	239.73'	239.62'	N 84°44'14" E	5°58'19"
C4	2200.00'	229.30'	229.20'	N 84°44'14" E	5°58'19"

LAND TITLE SURVEY
47.92 ACRES
IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382



VICINITY MAP (N.T.S.)

NOTES:

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 4204.

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FTH-18-FAH220017611W, HAVING AN EFFECTIVE DATE OF MARCH 20, 2022, AND AN ISSUED DATE OF MARCH 28, 2022. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

B. INTENTIONALLY DELETED.

C. STORM SEWER EASEMENT GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18 BY INSTRUMENT RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2009462 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

D. WATER LINE EASEMENT GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18 BY INSTRUMENT RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2009463 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

E. TEMPORARY DRAINAGE EASEMENT GRANTED TO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213 BY INSTRUMENTS RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 1906922 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AND COUNTY CLERK'S FILE NO. 2018049766 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AND SHOWN ON PLAT RECORDED IN/UNDER FILE NO. 2008673 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. PARTIALLY RELEASED AS TO A 0.4561 ACRE TRACT BY INSTRUMENT DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 UNDER COUNTY CLERK FILE NO. 2112566 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

F. ONE FOOT (1') RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR REPLATTED IN A RECORDED PLAT, THE ONE FOOT (1') RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE SHALL REVERT TO DEDICATOR, AS SET FORTH BY PLAT RECORDED IN/UNDER FILE NO. 2008673 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, SAID RESERVES ABUTTING AND PARALLEL TO THE NORTHERLY, NORTHEASTERLY AND A PORTION OF THE EASTERLY PROPERTY LINES. (AS SHOWN HEREON)

G. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 698, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

H. EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18, FOR WATER LINE EASEMENT, RECORDED ON DECEMBER 8, 2021, AS DOCUMENT NO. COUNTY CLERK FILE NO. 2114554 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AFFECTS AS SET FORTH AND DESCRIBED THEREIN. SAID EASEMENT ALSO REFLECTED ON THE MAP AND DEDICATION OF TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION RECORDED UNDER COUNTY CLERK FILE NO. 2201675 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

I. ALL THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS SAME ARE SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 391, PAGE 5, VOLUME 433, PAGE 606 AND VOLUME 655, PAGE 525, AS AMENDED BY COUNTY CLERK'S FILE NO. 2011380, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NO. 2000040086 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. SURFACE RIGHTS WAIVED AS SET FORTH THEREIN. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (AS TO A PORTION OF SUBJECT PROPERTY) (DRILL SITE AND ACCESS DO NOT AFFECT SUBJECT TRACT, OTHER RIGHTS ARE NOT A SURVEY ITEM)

J. INTENTIONALLY DELETED.

L. ALL TERMS, CONDITIONS, AND PROVISIONS OF THE ORDER EXCLUDING CERTAIN LANDS FROM THE DISTRICT, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2102096 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

M. INTENTIONALLY DELETED.

N. ALL CHARGES, LIENS, AND ASSESSMENTS PAYABLE TO TWINWOOD COMMERCIAL ASSOCIATION, INC., INCLUDING THAT LIEN TO SECURE THE PAYMENT THEREOF, RECORDED IN/UNDER CLERK'S FILE NO. 1801631 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND CLERK'S FILE NO. 2019091855 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. THIS LIEN BEING SUBORDINATE TO ALL FIRST MORTGAGE LIENS FOR PURCHASE AND/OR IMPROVEMENTS, AND/OR ANY RENEWAL, EXTENSION, REARRANGEMENT OR REFINANCING THEREOF. (NOT A SURVEY ITEM)

O. COVENANTS, CONDITIONS AND RESTRICTIONS, SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1178, PAGE 480, IN VOLUME 1278, PAGE 311, VOLUME 1278, PAGE 314, VOLUME 1288, PAGE 33; VOLUME 1290, PAGE 507 AND COUNTY CLERK'S FILE NOS. 1708571 AND 2100596 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, TOGETHER WITH TRANSFER FEES SET FORTH THEREIN. THIS INSTRUMENT INCLUDES PROVISIONS PURPORTING TO CREATE A LIEN ON THE LAND PAYABLE UPON EACH TRANSFER OF THE LAND. NOTWITHSTANDING ANY COVERED RISK, POLICY PROVISION, OR ENDORSEMENT TO THE CONTRARY, THIS POLICY DOES NOT INSURE AGAINST AND EXCEPTS ALL LOSS OR DAMAGE DUE TO THE FAILURE TO PAY ANY FEES, AMOUNTS, OR ASSESSMENTS: (A) ON ANY PRIOR TRANSFERS OF TITLE; (B) ON THE CURRENT CONVEYANCE OF TITLE; AND (C) ON ANY FUTURE TRANSFERS OF TITLE. COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF SAID RIGHTS AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID RIGHTS AS TO THE LAND. (NOT A SURVEY ITEM)

3. MINERAL INTERESTS WERE NOT INVESTIGATED AS A PART OF THIS SURVEY.

4. THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES, OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.

5. THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR RECENT MAJOR EARTH WORK AT THE TIME OF THE SURVEY.

6. THE SURVEYED PROPERTY SHOWN HEREON HAS ACCESS TO DISCOVERY HILLS PARKWAY AND ENTERPRISE CENTER BOULEVARD BUT IS SUBJECT TO THE 1' RESERVE AS SHOWN ON INSTRUMENT NUMBERS 2008673, W.C.O.P.R. AND 2201675, W.C.O.P.R.

7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350E, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.

8. THE PROPOSED EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON ARE TO BE EXECUTED AT A FUTURE DATE. IF THESE ITEMS ARE NOT EXECUTED, THEY SHOULD BE CONSIDERED NON-EXISTENT. THIS SURVEY SHOULD BE REVISED TO REFLECT THE RECORDING INFORMATION OF THE PROPOSED ITEMS ONCE SAID DOCUMENTS HAVE BEEN RECORDED.

9. THE BARBED WIRE FENCES SHOWN HEREON WERE CONSTRUCTED BY TWINWOOD (U.S.), INC.

10. FIELDWORK WAS COMPLETED IN AUGUST OF 2021.

DESCRIPTION OF
47.92 ACRES

BEING 47.92 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, OUT OF THAT CERTAIN CALLED 512.81 ACRE TRACT DESCRIBED IN THE DEED TO NBI PROPERTIES, INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1272, PAGE 838, OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.), SAID NBI PROPERTIES, INC. NOW KNOWN AS TWINWOOD (U.S.), INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1330, PAGE 240, W.C.O.P.R. AND THAT CERTAIN CALLED 190.91 ACRE TRACT DESCRIBED IN THE DEED TO WOODS ROAD & I-10 INVESTMENTS, INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1338, PAGE 389, W.C.O.P.R., SAID WOODS ROAD & I-10 INVESTMENTS NOW KNOWN AS TWINWOOD (U.S.) INC. BY CERTIFICATE OF MERGER FILED ON MAY 31, 2018 WITH THE OFFICE OF THE SECRETARY OF STATE OF TEXAS, SAID 47.92 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE NORTHWESTERLY END OF THE CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ENTERPRISE CENTER BOULEVARD (CALLED 100-FEET WIDE) AS SHOWN ON TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION, A SUBDIVISION OF RECORD UNDER FILE NUMBER 2008673, W.C.O.P.R. AND THE WEST RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS SHOWN ON SAID TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION AND TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION, A SUBDIVISION OF RECORD UNDER FILE NUMBER 2201675, W.C.O.P.R.;

THENCE, SOUTH 47° 16' 36" EAST, ALONG SAID CUTBACK LINE, 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEASTERLY END OF SAID CUTBACK CORNER;

THENCE, SOUTH 02° 16' 36" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY, 813.14 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 1,060.81 FEET CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 67° 32' 00", AND A CHORD WHICH BEARS SOUTH 31° 29' 24" WEST, 1,000.46 FEET TO A POINT FOR CORNER (AT 183.50 FEET PASS A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE COMMON WEST CORNER OF SAID TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION AND SAID TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION);

THENCE, SOUTH 65° 15' 24" WEST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 514.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 51° 44' 24" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, 1,041.29 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 1,576.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,100.00 FEET, A CENTRAL ANGLE OF 29° 08' 35", AND A CHORD WHICH BEARS NORTH 40° 05' 02" EAST, 1,559.84 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF ENTERPRISE CENTER BOULEVARD;

THENCE, NORTH 87° 43' 24" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ENTERPRISE CENTER BOULEVARD, 70.59 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 239.73 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,300.00 FEET, A CENTRAL ANGLE OF 05° 58' 19", AND A CHORD WHICH BEARS NORTH 84° 44' 14" EAST, 239.62 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 81° 45' 05" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 120.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF TANGENT A CURVE;

THENCE, 229.30 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,200.00 FEET, A CENTRAL ANGLE OF 05° 58' 19", AND A CHORD WHICH BEARS NORTH 84° 44' 14" EAST, 229.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 87° 43' 24" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 87.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.92 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

I AARON G. FERGUSON, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY TO TWINWOOD (U.S.), INC., TWINWOOD INDUSTRIAL OWNER, LLC, MCPP HOLDINGS, LLC, METLIFE CORE PLUS PARTNERS, LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, TWINWOOD INDUSTRIES PO, LLC, PDC HOUSTON LPIV LLC, AND MOYE WHITE, LLP THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE FOR A CATEGORY 1A CONDITION 2 SURVEY, LAND TITLE SURVEY.

THE UNDERSIGNED REGISTERED PUBLIC SURVEYOR (THE "SURVEYOR") HEREBY CERTIFIES THAT (A) THIS PLAT OF SURVEY AND THE PROPERTY DESCRIPTION SET FORTH HEREON ARE TRUE AND CORRECT AND PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE REAL PROPERTY (THE "PROPERTY") SHOWN HEREON; (B) SUCH SURVEY WAS CONDUCTED BY THE SURVEYOR, OR UNDER HIS SUPERVISION; (C) ALL MONUMENTS, SHOWN HEREON ACTUALLY EXIST, AND THE LOCATION, SIZE AND TYPE OF MATERIAL THEREOF ARE CORRECTLY SHOWN; (D) EXCEPT AS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS ONTO THE PROPERTY OR PROTRUSIONS THEREFROM, THERE ARE NO IMPROVEMENTS ON THE PROPERTY, THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY ON THE PROPERTY AND THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA OR BOUNDARY LINE CONFLICTS; (E) THE SIZE, LOCATION AND TYPE OF IMPROVEMENTS ARE AS SHOWN HEREON AND ALL ARE LOCATED WITHIN THE BOUNDARIES OF THE PROPERTY AND ARE SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED; (F) THE DISTANCE FROM THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN; (G) THE PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY; (H) ALL RECORDED EASEMENTS AND OTHER EXCEPTIONS, AS NOTED IN THE TITLE COMPANY'S COMMITMENT FOR TITLE INSURANCE, GF NUMBER FTH-18-FAH2200175ITW, WITH AN EFFECTIVE DATE OF MARCH 20, 2022 (THE "TITLE COMMITMENT"), HAVE BEEN CORRECTLY PLATTED HEREON; (I) THE BOUNDARIES, DIMENSIONS, AND OTHER DETAILS SHOWN HEREON ARE TRUE AND CORRECT; AND (J) THE PROPERTY IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN OR IN AN IDENTIFIED "FLOOD-PRONE AREA", AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN-DEVELOPMENT, PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY THE FLOOD INSURANCE RATE MAP PANELS REFLECTED IN THE NOTES OF THIS SURVEY, WHICH SUCH MAP PANEL COVERS THE AREA IN WHICH THE PROPERTY IS SITUATED.

THE SURVEYOR EXPRESSLY UNDERSTANDS AND AGREES THAT THIS CERTIFICATE WILL BE RELIED UPON BY THE CERTIFIED PARTIES LISTED HEREIN AND THE CONSIDERATION PAID TO THE SURVEYOR FOR THE PREPARATION AND CERTIFICATION OF SUCH SURVEY HAS BEEN PAID, IN PART, FOR THE BENEFIT OF SUCH CERTIFIED PARTIES AND IN ANTICIPATION OF THEIR RELIANCE HEREON.

4/6/22

AARON G. FERGUSON, RPLS, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6601
SEPTEMBER 14, 2021

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

REVISED SEPTEMBER 16, 2021 PER TITLE COMPANY COMMENTS

REVISED OCTOBER 21, 2021 TO REFLECT UPDATED TITLE COMMITMENT, ADD DESCRIPTION TO THE FACE OF THE SURVEY, AND TO REVISE THE CERTIFICATION

REVISED NOVEMBER 1, 2021 TO REMOVE NEWLY ABANDONED TEMPORARY DRAINAGE EASEMENT

REVISED JANUARY 7, 2022 TO REFLECT UPDATED TITLE COMMITMENT AND ADD NEWLY RECORDED WATER LINE EASEMENT

REVISED APRIL 5, 2022 TO REFLECT NEW TITLE COMMITMENT, UPDATE CERTIFICATION, AND TO MAKE GENERAL REVISIONS

LAND TITLE SURVEY
47.92 ACRES
IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\7777\1067\06 CAD\Rev. 5 - Pinehon\ LTS (040522).dwg 4/6/2022

Revised April 5, 2022
September 14, 2021
Job No. 7777-1134

DESCRIPTION OF
47.92 ACRES

Being 47.92 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, out of that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said NBI Properties, Inc. now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., said Woods Road & I-10 Investments now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, said 47.92 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 5/8-inch iron rod with cap stamped “LJA SURVEY” set at the northwesterly end of the cutback corner at the intersection of the south right-of-way line of Enterprise Center Boulevard (called 100-feet wide) as shown on Twinwood Business Park Phase 3 Street Dedication, a subdivision of record under File Number 2008673, W.C.O.P.R. and the west right-of-way line of Discovery Hills Parkway (called 100-feet wide) as shown on said Twinwood Business Park Phase 3 Street Dedication and Twinwood Business Park Phase 5 Street Dedication, a subdivision of record under File Number 2201675, W.C.O.P.R.;

Thence, South 47° 16' 36" East, along said cutback line, 35.36 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for the southeasterly end of said cutback corner;

Thence, South 02° 16' 36" East, along the west right-of-way line of said Discovery Hills Parkway, 813.14 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of a tangent curve;

47.92 ACRES

Revised April 5, 2022
September 14, 2021
Job No. LJAS001-7777-1066

Thence, 1,060.81 feet continuing along said west right-of-way line and the arc of a tangent curve to the right, having a radius of 900.00 feet, a central angle of 67° 32' 00", and a chord which bears South 31° 29' 24" West, 1,000.46 feet to a point for corner (at 183.50 feet pass a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the common west corner of said Twinwood Business Park Phase 3 Street Dedication and said Twinwood Business Park Phase 5 Street Dedication);

Thence, South 65° 15' 24" West, continuing along said west right-of-way line, 514.31 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 51° 44' 24" West, departing said west right-of-way line, 1,041.29 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 1,576.78 feet along the arc of a non-tangent curve to the left, having a radius of 3,100.00 feet, a central angle of 29° 08' 35", and a chord which bears North 40° 05' 02" East, 1,559.84 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner in the aforementioned south right-of-way line of Enterprise Center Boulevard;

Thence, North 87° 43' 24" East, along the south right-of-way line of said Enterprise Center Boulevard, 70.59 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

Thence, 239.73 feet continuing along said south right-of-way line and the arc of a tangent curve to the left, having a radius of 2,300.00 feet, a central angle of 05° 58' 19", and a chord which bears North 84° 44' 14" East, 239.62 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

47.92 ACRES

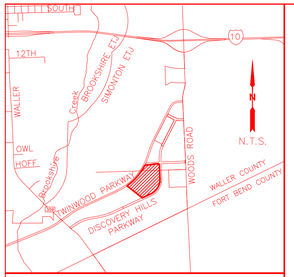
Revised April 5, 2022
September 14, 2021
Job No. LJAS001-7777-1066

Thence, North 81° 45' 05" East, continuing along said south right-of-way line, 120.90 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of tangent a curve;

Thence, 229.30 feet continuing along said south right-of-way line and the arc of a tangent curve to the right, having a radius of 2,200.00 feet, a central angle of 05° 58' 19", and a chord which bears North 84° 44' 14” East, 229.20 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

Thence, North 87° 43' 24" East, continuing along said south right-of-way line, 87.69 feet to the POINT OF BEGINNING and containing 47.92 acres of land.

LJA Surveying, Inc.



VICINITY MAP (N.T.S.)

CALLED 190.91 ACRES
WOODS ROAD & I-10 INVESTMENTS, INC.
VOL. 1338, PG. 389
W.C.O.P.R.
NOW KNOWN AS TWINWOOD (U.S.) INC.
BY CERTIFICATE OF MERGER
FILED ON MAY 31, 2018
WITH THE OFFICE OF THE
SECRETARY OF STATE OF TEXAS

ENTERPRISE CENTER BOULEVARD (100-FOOT WIDE)
INSTRUMENT NO. 2008674
ENTERPRISE CENTER

15.82 ACRES –P.O.B.

N87°43'24"E 87.69'
N87°43'24"E 70.59'
N81°45'05"E 120.90'
S47°16'36"E 35.36'

Δ=005° 58' 19"
R=2300.00'
L=239.73'
CH=N84°44'14"E
239.62

Δ=005° 58' 19"
R=2200.00'
L=229.30'
CH=N84°44'14"E
229.20

Δ=007° 00' 33"
R=3100.00'
L=379.24'
CH=N29°01'01"E
379.00

CALLED 47.92 ACRES
TWINWOOD INDUSTRIAL OWNER LLC
INSTRUMENT NO. 2204610
W.C.O.P.R.

15.82 ACRES
(689,045 SQ FT)

FUTURE BUILDING 5

CALLED 9.338 ACRES
SNIMM PROPERTY, LLC
INSTRUMENT NO. 2202301
W.C.O.P.R.

FORT BEND UTILITY
DISTRICT NO. 213
CALLED 13.55 ACRES
INSTRUMENT NO. 1807099
AND A CALLED 4.612 ACRES
INSTRUMENT NO. 1807098
W.C.O.P.R.

TWINWOOD PARKWAY

CALLED 512.81 ACRES
NBI PROPERTIES, INC.
VOL. 1272, PG. 838, W.C.O.P.R.
NOW KNOWN AS
TWINWOOD (U.S.), INC.
VOL. 1330, PG. 240, W.C.O.P.R.

DISCOVERY HILLS PARKWAY (100-FOOT WIDE)
INSTRUMENT NO. 2008672
W.C.O.P.R.

S02°26'36"E 61.14'

Δ=018° 45' 05"
R=900.00'
L=294.55'
CH=S07°05'56"W
293.23

Δ=018° 54' 52"
R=295.00'
L=97.39'
CH=N61°11'37"W
96.94

Δ=018° 54' 52"
R=295.00'
L=97.39'
CH=S61°11'37"E
96.94

Δ=048° 46' 36"
R=900.00'
L=766.26'
CH=S40°51'56"W
743.33

32.10 ACRES
(1,398,395 SQ. FT.)

CALLED 47.92 ACRES
TWINWOOD INDUSTRIAL OWNER LLC
INSTRUMENT NO. 2204610
W.C.O.P.R.

BUILDING 1 — 416'
BUILDING 2 — 416'
BUILDING 3 — 468'
BUILDING 4 — 468'
BUILDING 5 — 310'

SPEC OFFICE
TRUCK RAMP W/ SCREEN WALL
TRUCK COURT 22 O.H. DOORS
50' X 52' TTP BAY SIZE W/ 60' SPEED BAY AT TRUCK COURT
21 TRAILER STORAGE
19 TRAILER STORAGE
ENTRY
27 PARKING
19 PARKING
50 PARKING
106 PARKING
84 PARKING
10 COMMON DRIVE
FIRE LANE/AERIAL APPARATUS

CALLED 24.26 ACRES
URBAN TWINWOOD, LP
INSTRUMENT NO. 2203936
W.C.O.P.R.

CALLED 512.81 ACRES
NBI PROPERTIES, INC.
VOL. 1272, PG. 838, W.C.O.P.R.
NOW KNOWN AS
TWINWOOD (U.S.), INC.
VOL. 1330, PG. 240, W.C.O.P.R.

DISCOVERY HILLS PARKWAY (100-FOOT WIDE)
CALLED 29.67 ACRES
INSTRUMENT NO. 2201673
W.C.O.P.R.

CALLED 29.67 ACRES
CLAY PARTNERS – TWINWOOD
DISTRIBUTION #2, LLC
INSTRUMENT NO. 2202331
W.C.O.P.R.

32.10 ACRES– P.O.B.

0 100 200
SCALE: 1" = 100'

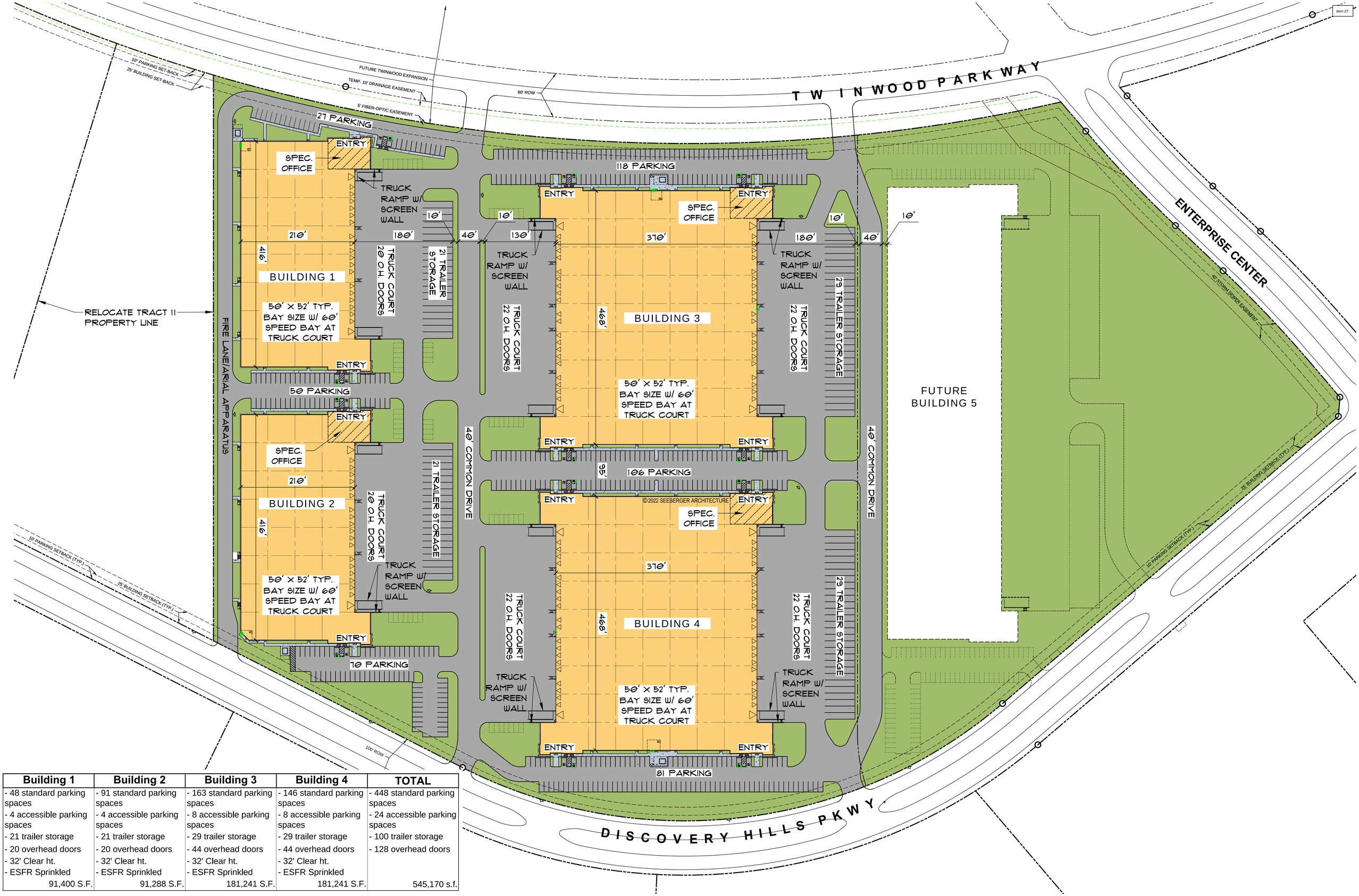
Twinwood Industrial Buildings - Phase I
TIA ALTERNATE 3
Twinwood Business Park - Brookshire, TX

SCALE: 1" = 80'-0"
08-15-2022
222021
222021 TIA ALTERNATE V3.DWG
DATE:
JOB NUMBER:

PANATTONI

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

EXHIBIT OF PANATTONI TRACT



© 2022 SEEBERGER ARCHITECTURE

Building 1	Building 2	Building 3	Building 4	TOTAL
- 48 standard parking spaces	- 91 standard parking spaces	- 163 standard parking spaces	- 146 standard parking spaces	- 448 standard parking spaces
- 4 accessible parking spaces	- 4 accessible parking spaces	- 8 accessible parking spaces	- 8 accessible parking spaces	- 24 accessible parking spaces
- 21 trailer storage	- 21 trailer storage	- 29 trailer storage	- 29 trailer storage	- 100 trailer storage
- 20 overhead doors	- 20 overhead doors	- 44 overhead doors	- 44 overhead doors	- 128 overhead doors
- 32' Clear ht.	- 32' Clear ht.	- 32' Clear ht.	- 32' Clear ht.	
- ESFR Sprinkled	- ESFR Sprinkled	- ESFR Sprinkled	- ESFR Sprinkled	
91,400 S.F.	91,288 S.F.	181,241 S.F.	181,241 S.F.	545,170 s.f.

SEEBERGER ARCHITECTURE

Katy - Twinwood Industrial Buildings - Phase I

OVERALL SITE PLAN

Twinwood Business Park - Brookshire, TX

PANATTONI®

222021 TWINWOOD MARKETING V2.DWG

DATE: 07/13-2022

JOB NUMBER: 222021

© 2022 SEEBERGER ARCHITECTURE

N

SCALE: 1" = 60'-0"

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Real Property Improvements (does not include land):
"Real Property" real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land. Do not include cost of detention.

Please attach a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value.

Real Property Improvements (Note you can replace the sample below with your own table or spreadsheet)

Description—Building 4	**Value**
Buildings	6,850,000
Driveways & Parking	2,750,000
Fencing	
Other Improvements	
Total	9,600,000

"Personal Property" as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type set here in the Waller County Abatement Policies.

Qualifying Personal Property Equipment (fixed-in-place and primary equipment)

Please insert a spread sheet here with details of personal property. As specific types and models of equipment may be deemed a trade secret, you only need to provide classes of equipment and first-year values, not specific make, model, or serial numbers. However, the information must be sufficient enough for the appraisal district to match information here, which may ultimately included on an abatement agreement, with those on your personal property rendition form. The values listed here must not be less than the first-year value used on the annual property rendition form submitted to the appraisal district.

Exhibit C to Tax Abatement Agreement

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

AMENDMENT TO ORDER DESIGNATING REINVESTMENT ZONE

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 22nd day of December, 2021, on motion made by Jones, Commissioner of Precinct No 3, and seconded by Smith, Commissioner of Precinct No 2, the following Order was adopted:

WHEREAS, on February 28, 2018, the Waller County Commissioners Court adopted an Order Designating a Reinvestment Zone ("Order") that designated the Twinwood Business Park property near Brookshire in Waller County, Texas as a Reinvestment Zone; and

WHEREAS, to comply with the recent requirements from the Texas Comptroller's Office, the Commissioners Court adopts the Amendment to Order Designating a Reinvestment Zone ("Amendment").

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Zone, as defined by the Order, shall be named Waller County Twinwood Business Park Reinvestment Zone 12; and

Section 2. That all other terms of the Order shall remain unchanged.

Signed this 22nd day of December, 2021.

CARBETT "TREY" J. DUHON III
County Judge

Absent
John Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No.

Justin Beckendorff
Commissioner, Precinct No. 4

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 28th day of February, 2018, on motion made by Beckendorff, Commissioner of Precinct No 4, and seconded by Barnett, Commissioner of Precinct No 3, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate Twinwood Business Park located ¾ of a mile south of I-10, west of and adjacent to Woods Road, northeast of FM 359 approximately 2.2 miles south of I-10 & FM 359, and north of the Waller/Fort Bend County line, a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood

(U.S.), Inc. by an instrument of record in Volume 1330, Page [illegible], W.C.O.P.R., the survey attached hereto as Exhibit *"A"*, and made apart hereof for all purposes;

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;

Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 28th day of February, 2018;

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 28th day of February, 2018.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER JERON BARNETT
Precinct No. 3

COMMISSIONER RUSSELL KLECKA
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

February 8, 2018
Job No. 7777-2010

DESCRIPTION OF
410.9 ACRES

Being 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 410.9 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 5/8-inch iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 512.81 acre tract, common to the northeast corner of that certain tract of land described as "Tract 3" in deed to FF Texas Holdings, LP by an instrument of record in File Number 2013104491, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), in the west right-of-way line of Woods Road (called 80-feet wide), and in the Waller/Fort Bend County Line;

Thence, South 64° 48' 51" West, departing said west right-of-way line, along the southeast line of said 512.81 acre tract, common to the northwest lines of said Tract 3 and that certain called 0.138 acre tract described in deed to State of Texas by an instrument of record in Volume 264, Page 217, of the Deed Records of said Fort Bend County, Texas, and along said County Line, 6,445.84 feet to a 5/8-inch iron rod with cap stamped "Landtech-Consultants" found for the southwest corner of said 512.81 acre tract, common to the northwest corner of said 0.138 acre tract, in the northeast right-of-way line of F.M. Highway 359 (called 100-feet wide);

Thence, North 35° 56' 35" West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner;

Thence, North 54° 03' 40" East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve;

Thence, 618.09 feet along the arc of a tangent curve to the right, having a radius of 3,165.00 feet, a central angle of 11° 11' 21", and a chord which bears North 59° 39' 21" East, 617.11 feet to a point for corner;

Thence, North 65° 15' 01" East, 2,257.72 feet to a point for corner, the beginning of a tangent curve;

Thence, 2,666.12 feet along the arc of a tangent curve to the left, having a radius of 3,235.00 feet, a central angle of 47° 13' 13", and a chord which bears North 41° 38' 25" East, 2,591.31 feet to a point for corner;

Thence, North 18° 01' 48" East, 504.67 feet to a point for corner, the beginning of a tangent curve;

Thence, 471.10 feet along the arc of a tangent curve to the right, having a radius of 3065.00 feet, a central angle of 08° 48' 23", and a chord which bears North 22° 26' 00" East, 470.63 feet to a point for corner;

Thence, North 26° 50' 12" East, 2,093.87 feet to a point for corner, the beginning of a tangent curve;

Thence, 491.42 feet along the arc of a tangent curve to the right, having a radius of 465.00 feet, a central angle of 60° 33' 04", and a chord which bears North 57° 06' 44" East, 468.87 feet to a point for corner;

Thence, North 87° 23' 16" East, 247.40 feet to a point for corner in the east line of the aforementioned 372.8995 acre tract, common to the aforementioned west right-of-way line of Woods Road;

Thence, South 02° 36' 44" East, 1,505.90 feet to the southeast corner of said 372.8995 acre tract, common to the intersection of the north line of the aforementioned 6.35 acre tract and said west right-of-way line, from which a found 5/8-inch iron rod bears, South 87° 46' 34" West, 1.19 feet;

Thence, North 87° 46' 34" East, along the north line of said 6.35 acre tract, 39.96 feet to a point for corner in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the east line of said 6.35 acre tract, common to the centerline of said Woods Road, 23.05 feet to a cotton spindle found for the southeast corner of said 6.35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.;

Thence, South 87° 34' 15" West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract, 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract;

Thence, South 02° 31' 07" East, along the east line of said 14.00 acre tract, 199.58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract;

Thence, North 87° 34' 14" East, along the south line of said Kohinoor Group tract, common to a north line of said 89.10 acre tract, passing at a distance of 675.98, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716.36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89.10 acre tract, in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89.10 acre tract, passing at a distance of 399.21, a mag nail found for the common east corner of said 89.10 acre tract and the aforementioned 16.93 acre tract, continuing along said centerline, common to the east line of said 16.93 acre tract, passing at a distance of 598.84 feet, a mag nail with shiner found for the common east corner of said 16.93 acre tract and the aforementioned 190.91 acre tract, continuing along said centerline, common to the east line of said 190.91 acre tract for a total distance of 1,687.80 feet to the southeast corner of said 190.91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0.81 feet;

Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441,W.C.O.P.R., continuing along the north line of said 19.49 acre tract, common to said south line for a total distance of 963.14 feet to a 5/8-inch iron rod found for the northwest corner of said 19.49 acre tract, common to an east corner of the aforementioned 512.81 acre tract;

Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

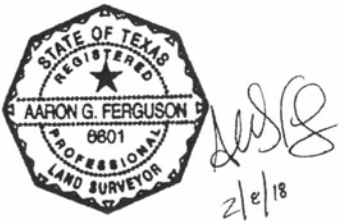
Twinwood Business Park

February 8, 2018
Job No. 7777-2010

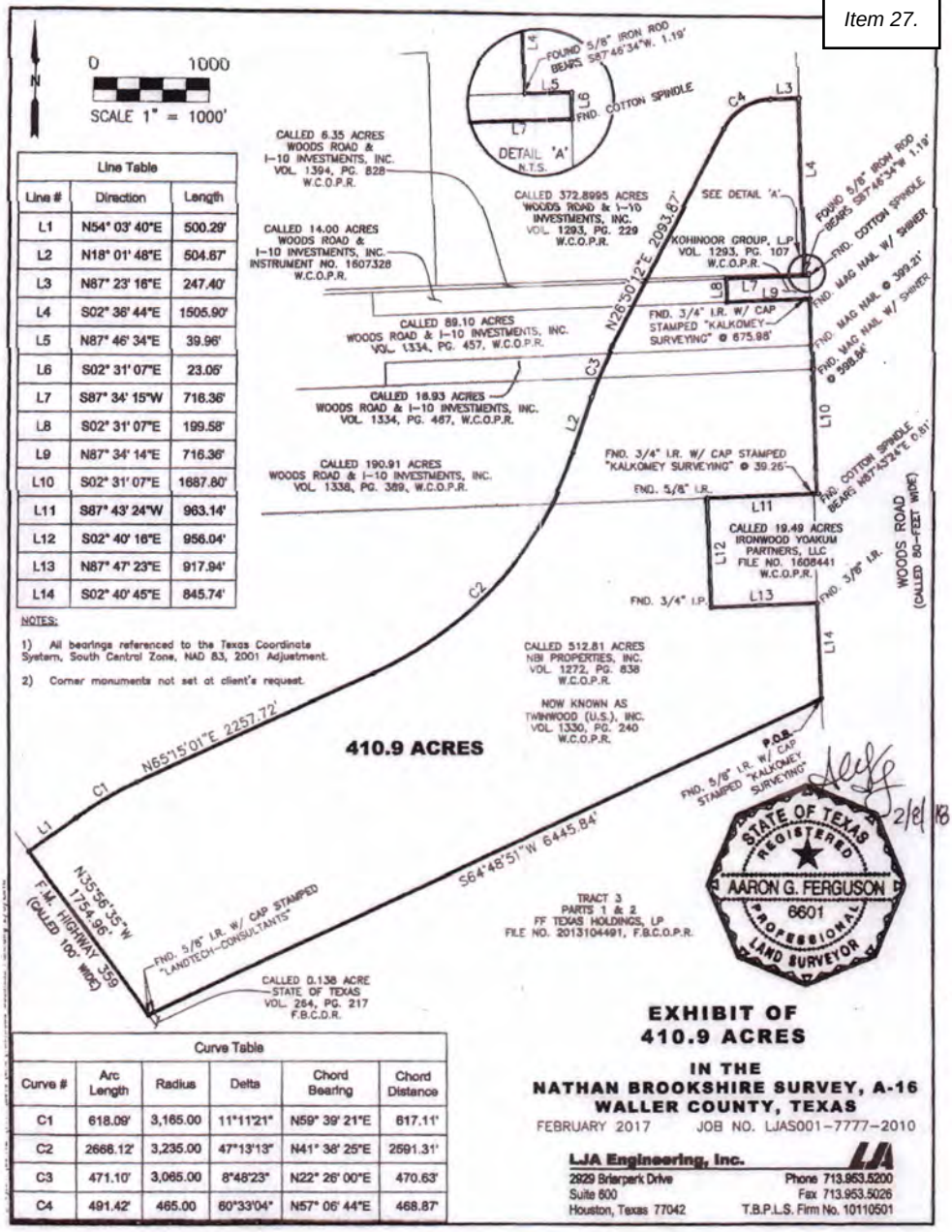
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way line of said Woods Road;

Thence, South 02° 40' 45" East, along an east line of said 512.81 acre tract, common to said west right-of-way line, 845.74 feet to the POINT OF BEGINNING and containing 410.9 acres of land.

Corner monuments were not set at the client's request.



I:\Projdsk1\SURVEY\7777\2010\LEGALS\410.9 Acre TW Business Park.docx



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.67'
L3	N87° 23' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2666.12'	3,235.00	47°13'13"	N41° 36' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	465.00	60°33'04"	N57° 06' 44"E	468.87'

EXHIBIT OF 410.9 ACRES

IN THE NATHAN BROOKSHIRE SURVEY, A-16 WALLER COUNTY, TEXAS

FEBRUARY 2017 JOB NO. LJAS001-7777-2010

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

ABHR

HOUSTON
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
(713) 860-6400

Jessica Richardson
Legal Assistant
jkrichardson@abhr.com
(713) 800-8679

September 8, 2025

VIA FEDERAL EXPRESS
Mr. Ross McCall
Waller County Engineer
775 Highway 290 East
Hempstead, Texas 77445

Re: Fort Bend County Municipal Utility District No. 213 ("District") - Twinwood Parkway PH 1A, Segment E - Deeds and Assignment

Dear Mr. McCall:

Enclosed for consideration by Waller County Commissioners Court please find one (1) Assignment and Assumption of Detention Facilities Maintenance Agreement from the District to Waller County; and (2) Special Warranty Deed for the detention tracts.

Upon execution, please return the Special Warranty Deed to me in the enclosed envelope for recording. Please also return a fully executed copy of the Detention Facilities Maintenance Agreement.

I appreciate your help with this matter.

Sincerely,

Jessica Richardson

Enclosure

SPECIAL WARRANTY DEED
(Detention Tracts)

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

THE STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF WALLER §

THAT **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213**, a political subdivision of the State of Texas (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas, its successor and assigns ("Grantee"), all of those four (4) certain tracts of real property situated in Waller County, Texas, containing 0.8591 acre, 0.8943 acre, 0.9776 acre, and 0.9801 acre, respectively, as more particularly described in **Exhibit A**, **Exhibit C**, **Exhibit E**, and **Exhibit G** and shown on **Exhibit B**, **Exhibit D**, **Exhibit F**, and **Exhibit H**, all attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Waller County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is 425 FM 1488, Hempstead, Texas 77445.

[Signature pages follow this page.]

EXECUTED by Grantor on the date set forth in the acknowledgment below, but EFFECTIVE as of the 6th day of August, 2025 (the "Effective Date").

GRANTOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213,
a political subdivision of the State of Texas

By: _____
Name: Charles E. "Ted" Lee
Title: President

ATTEST:

By: _____
Name: Jonathan St. Romain
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 26th day of August, 2025, by Charles E. "Ted" Lee, President, and Jonathan St. Romain, Vice President of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

JESSICA RICHARDSON
Notary Public, State of Texas
Comm. Expires 04-30-2029
Notary ID 128319274

_____
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the Effective Date.

GRANTEE:

WALLER COUNTY, TEXAS

By: _____
Name: Carbett "Trey" J. Duhon III
Title: County Judge

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Assistant County Attorney

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Carbett "Trey" J. Duhon III, County Judge of WALLER COUNTY, TEXAS a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

_____
Notary Public, State of Texas

Attachments:
Exhibit A – Description of the 0.8591 Acre Tract
Exhibit B – Sketch of the 0.8591 Acre Tract
Exhibit C – Description of the 0.8943 Acre Tract
Exhibit D – Sketch of the 0.8943 Acre Tract
Exhibit E – Description of the 0.9776 Acre Tract
Exhibit F – Sketch of the 0.9776 Acre Tract
Exhibit G – Description of the 0.9801 Acre Tract
Exhibit H – Sketch of the 0.9801 Acre Tract

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit A - Description of the 0.8591 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.8591 ACRE

Being 0.8591 acre of land located in the Nathan Brookshire League, Abstract 16, of Waller County, Texas, more particularly being a portion of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said 0.8591 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, W.C.O.P.R., now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., common to the most westerly southwest corner of said 82.3025 acre tract, and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 15° 38' 29" East, 559.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, North 01° 04' 23" West, 162.95 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

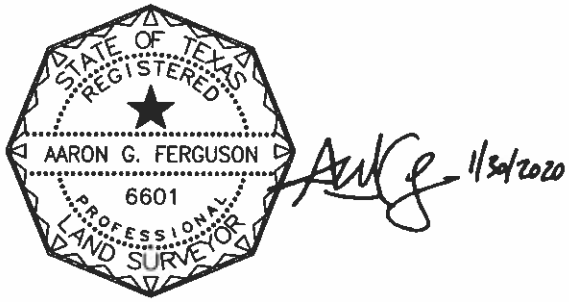
Thence, North 72° 08' 14" East, 170.42 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.8591 Acre

January 30, 2020
Job No. LJAS001-7778-0000

Thence, South 48° 21' 22" East, 181.04 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

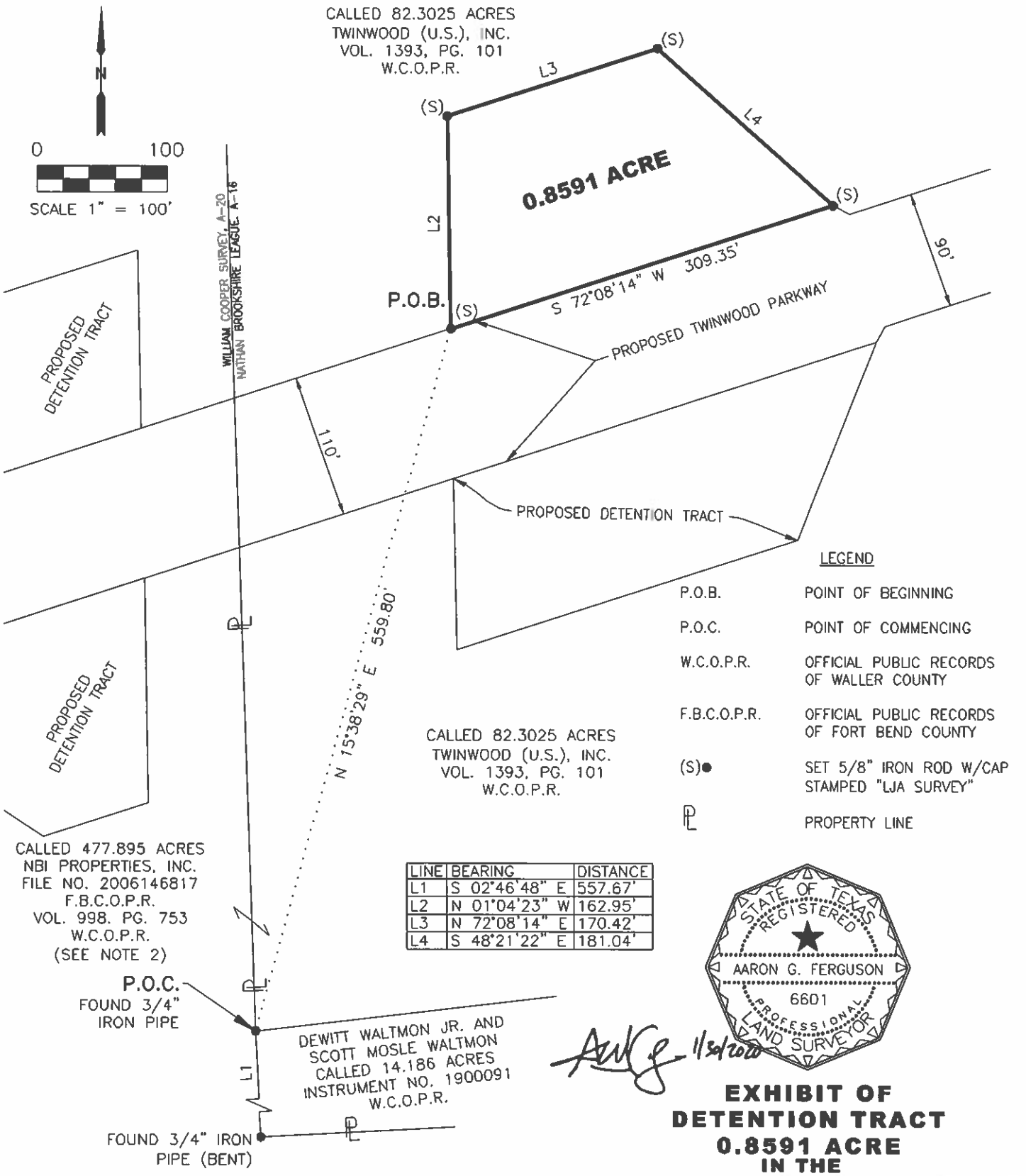
Thence, South 72° 08' 14" West, 309.35 feet to the POINT OF BEGINNING and containing 0.8591 acre of land.



LJA Surveying, Inc.

I:\Projdsk1\SURVEY\7778\0000\LEGALS\0.8591 AC PROPOSED DETENTION TRACT PART 4.doc

Exhibit B - Sketch of the 0.8591 Acre Tract



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 01°04'23" W	162.95'
L3	N 72°08'14" E	170.42'
L4	S 48°21'22" E	181.04'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/30/2020

EXHIBIT OF DETENTION TRACT 0.8591 ACRE IN THE NATHAN BROOKSHIRE LEAGUE, A-16 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

I:\Projects\SURVEY\7778\0000\CAD\0.8591 AC PROPOSED DETENTION TRACT TRACT 4.DWG 1/30/2020

Exhibit C - Description of the 0.8943 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.8943 ACRE

Being 0.8943 acre of land located in the Nathan Brookshire League, Abstract 16, of Waller County, Texas, more particularly being a portion of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said 0.8943 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, W.C.O.P.R., now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., common to the most westerly southwest corner of said 82.3025 acre tract, and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 27° 59' 40" East, 331.40 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, North 01° 04' 23" West, 131.61 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

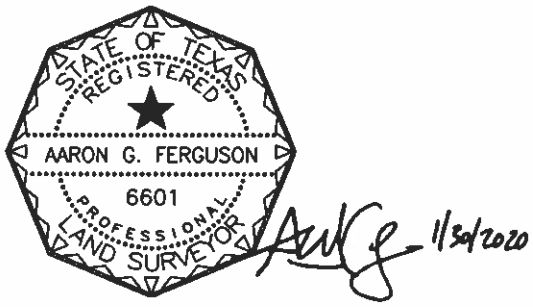
Thence, North 72° 08' 14" East, 342.16 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.8943 Acre

January 30, 2020
Job No. LJAS001-7778-0000

Thence, South 21° 39' 49" West, 163.35 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

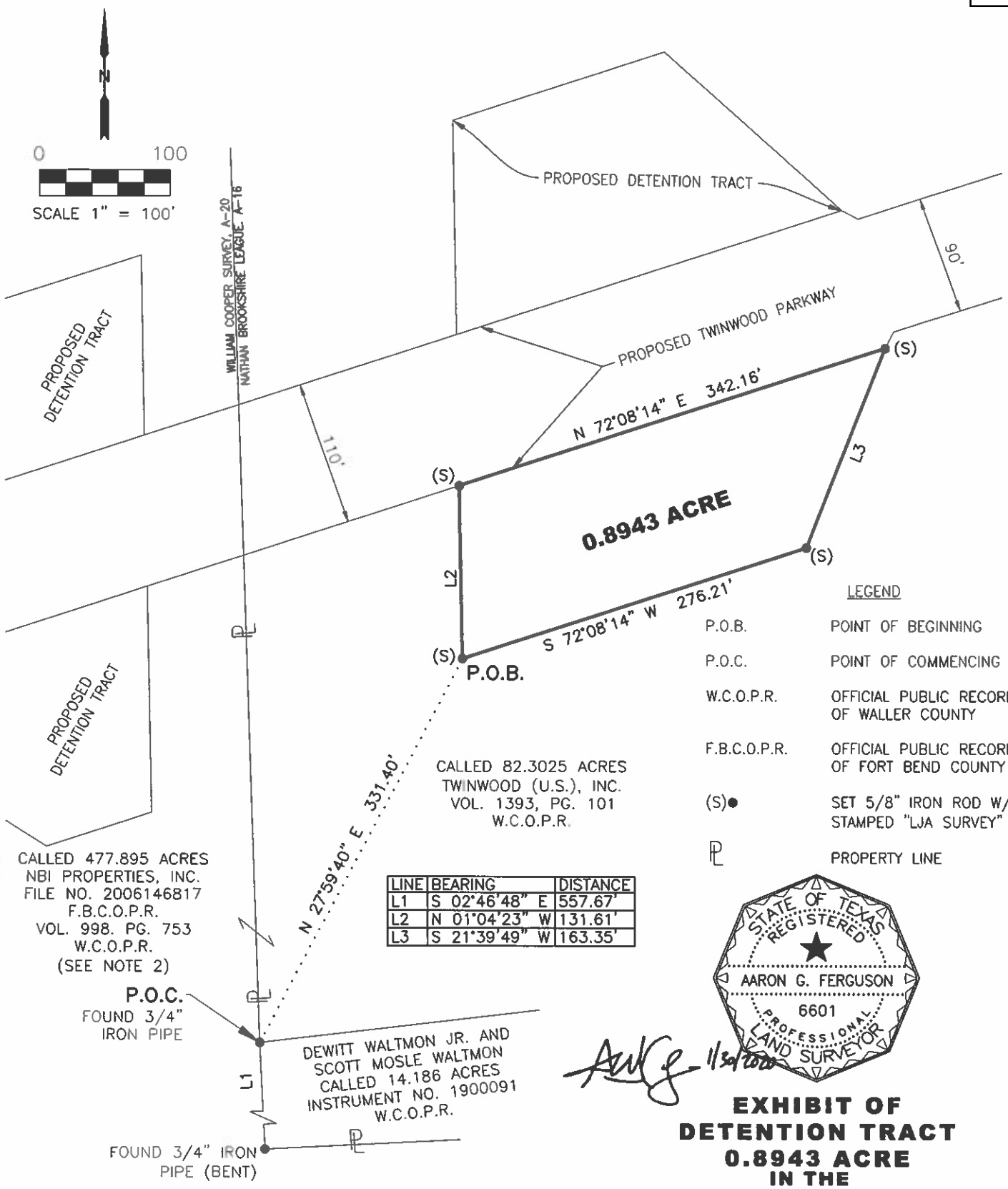
Thence, South 72° 08' 14" West, 276.21 feet to the POINT OF BEGINNING and containing 0.8943 acre of land.



LJA Surveying, Inc.

I:\Projdsk1\SURVEY\7778\0000\LEGALS\0.8943 AC PROPOSED DETENTION TRACT PART 2.doc

Exhibit D - Sketch of the 0.8943 Acre Tract



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 01°04'23" W	131.61'
L3	S 21°39'49" W	163.35'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/30/2020

EXHIBIT OF DETENTION TRACT 0.8943 ACRE IN THE NATHAN BROOKSHIRE LEAGUE, A-16 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

\Projdat\SURVEY\7778\0000\CAD\0.8943 AC PROPOSED DETENTION TRACT TRACT 2.DWG 1/30/2020

Exhibit E - Description of the 0.9776 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.9776 ACRE

Being 0.9776 acre of land located in the William Cooper Survey, Abstract 20, of Waller County, Texas, more particularly being a portion of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., said 0.9776 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of said 477.895 acre tract, common to the most westerly southwest corner of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, W.C.O.P.R., and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 10° 44' 25" West, 470.45 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southeast corner and the POINT OF BEGINNING of the herein described tract;

Thence, South 72° 08' 14" West, 327.34 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

Thence, 142.97 feet along the arc of a tangent curve to the left, having a radius of 3,255.00 feet, a central angle of 02° 31' 00", and a chord which bears South 70° 52' 44" West 142.96 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

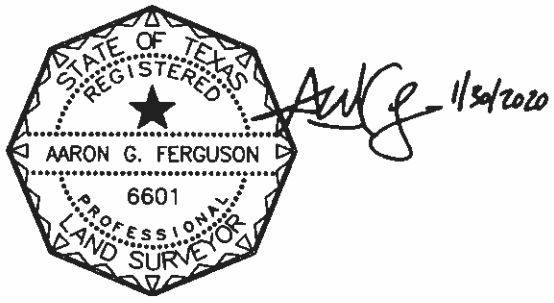
Thence, North 37° 27' 51" East, 148.48 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 14' 23" East, 183.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 30° 26' 59" East, 75.84 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

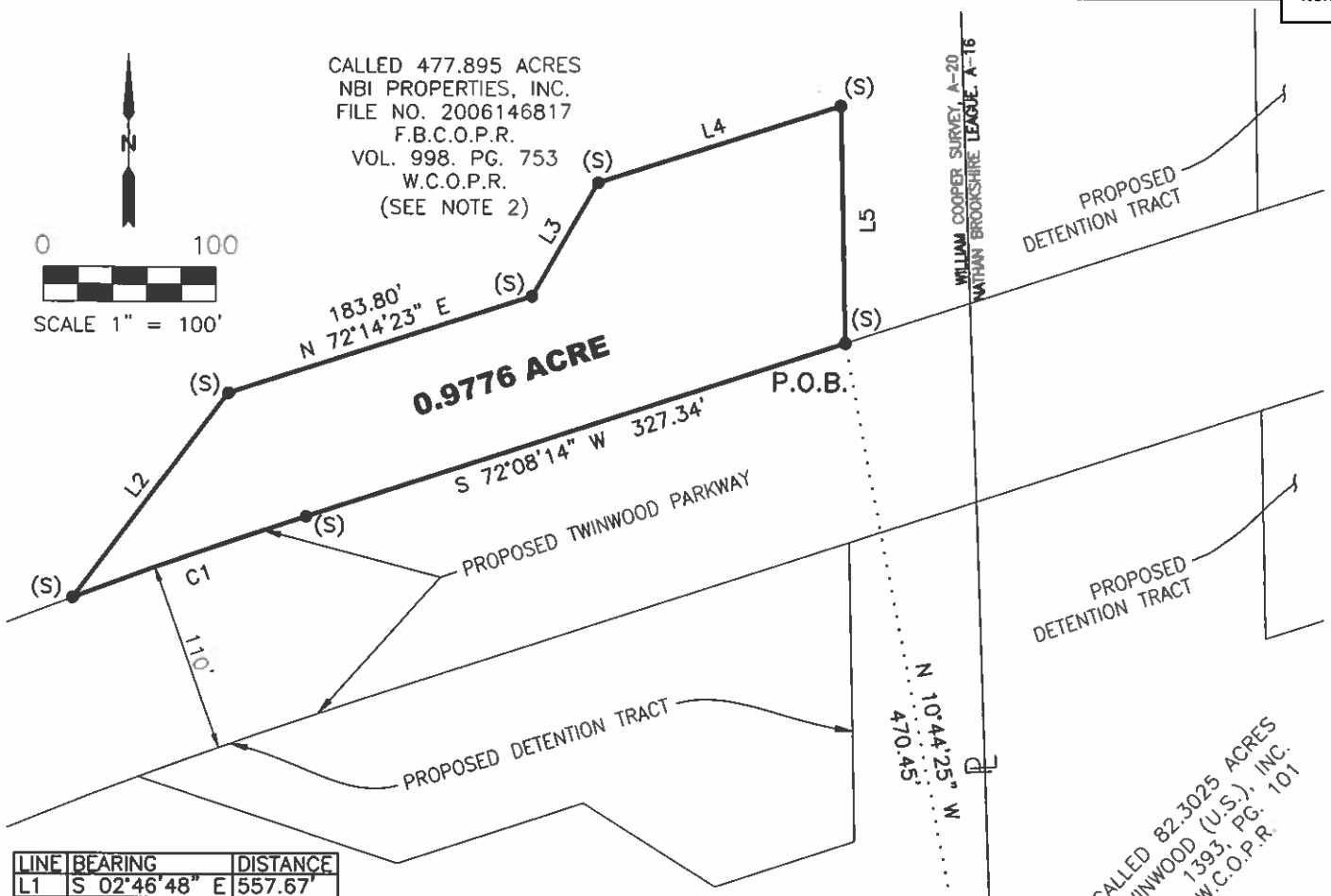
Thence, North 72° 20' 28" East, 147.23 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 01° 04' 23" East, 136.74 feet to the POINT OF BEGINNING and containing 0.9776 acre of land.



LJA Surveying, Inc.

Exhibit F - Sketch of the 0.9776 Acre Tract



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 37°27'51" E	148.48'
L3	N 30°26'59" E	75.84'
L4	N 72°20'28" E	147.23'
L5	S 01°04'23" E	136.74'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3,255.00'	142.97'	142.96'	S 70°52'44" W	2°31'00"

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/30/2020

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

EXHIBIT OF DETENTION TRACT 0.9776 ACRE IN THE WILLIAM COOPER SURVEY, A-20 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

L:\Projects\SURVEY\7778\0000\CAD\0.9776 AC. PROPOSED DETENTION TRACT TRACT 3.DWG 1/30/2020

Exhibit G - Description of the 0.9801 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.9801 ACRE

Being 0.9801 acre of land located in the William Cooper Survey, Abstract 20, of Waller County, Texas, more particularly being a portion of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., said 0.9801 acre tract being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of said 477.895 acre tract, common to the most westerly southwest corner of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, W.C.O.P.R., and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 25° 11' 06" West, 193.35 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southeast corner and the POINT OF BEGINNING of the herein described tract;

Thence, South 72° 08' 14" West, 84.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 57° 45' 02" West, 89.93 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.9801 Acre

January 30, 2020
Job No. LJAS001-7778-0000

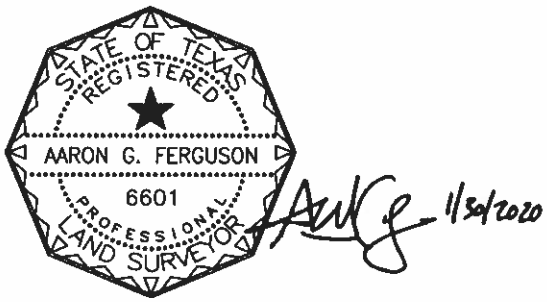
Thence, South 71° 56' 53" West, 113.20 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 71° 35' 20" West, 157.74 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 138.51 feet along the arc of a non-tangent curve to the right, having a radius of 3,145.00 feet, a central angle of 02° 31' 24", and a chord which bears North 70° 52' 32" East, 138.50 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 08' 14" East, 294.16 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

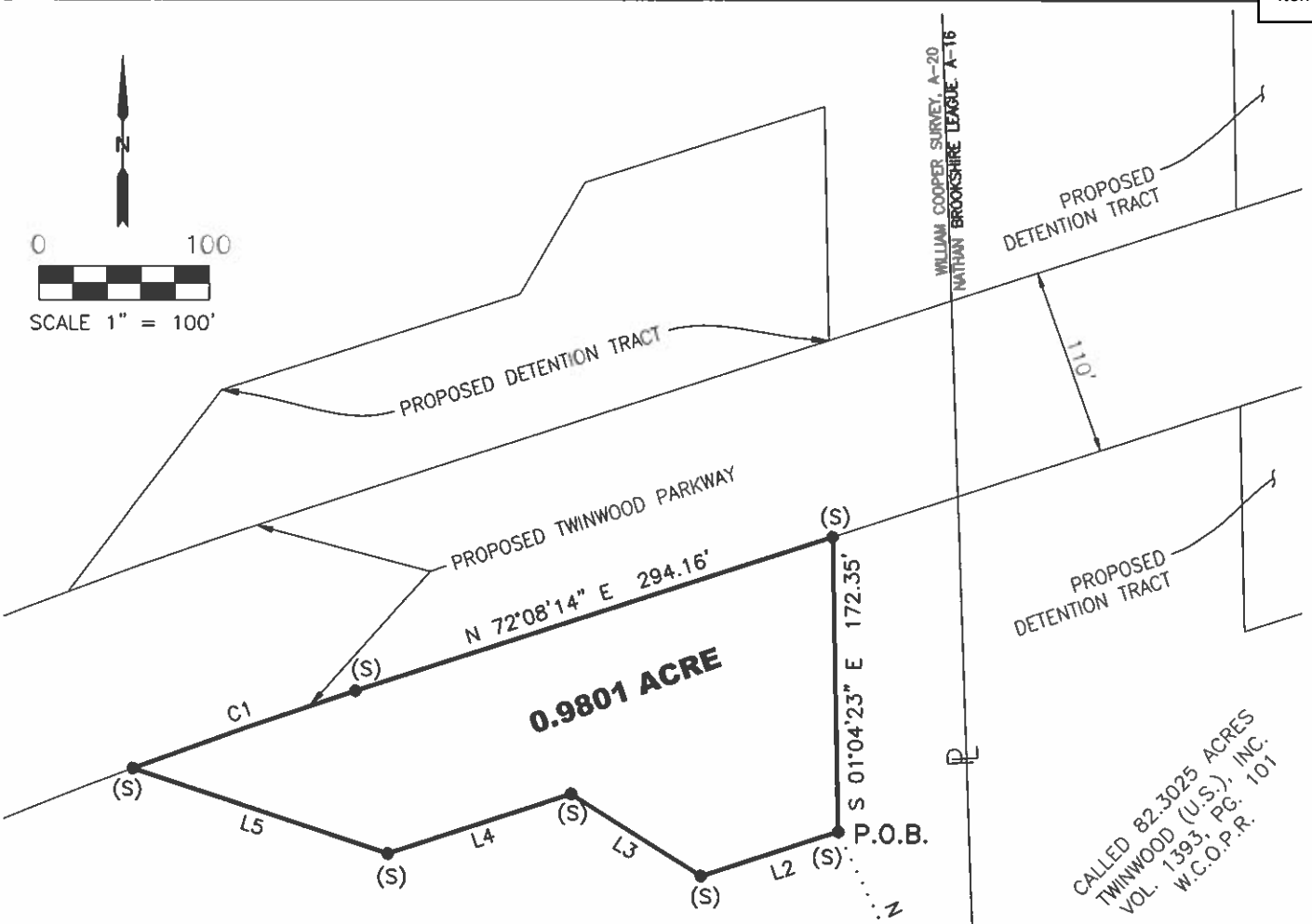
Thence, South 01° 04' 23" East, 172.35 feet to the POINT OF BEGINNING and containing 0.9801 acre of land.



LJA Surveying, Inc.

I:\Projdsk1\SURVEY\7778\0000\LEGALS\0.9801 AC PROPOSED DETENTION TRACT PART 1.doc

Exhibit H - Description of the 0.9801 Acre Tract



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	S 72°08'14" W	84.80'
L3	N 57°45'02" W	89.93'
L4	S 71°56'53" W	113.20'
L5	N 71°35'20" W	157.74'

CALLED 477.895 ACRES
NBI PROPERTIES, INC.
FILE NO. 2006146817
F.B.C.O.P.R.
VOL. 998, PG. 753
W.C.O.P.R.
(SEE NOTE 2)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3,145.00'	138.51'	138.50'	N 70°52'32" E	2°31'24"

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR
11/30/2020

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

EXHIBIT OF DETENTION TRACT
0.9801 ACRE
IN THE
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

I:\Projects\SURVEY\7778\0000\CAD\0.9801 AC PROPOSED DETENTION TRACT TRACT 1.DWG 1/30/2020

ASSIGNMENT AND ASSUMPTION OF DETENTION FACILITIES MAINTENANCE AGREEMENT BY AND BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT, AND FORT BEND MUNICIPAL UTILITY DISTRICT NO. 213

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

This ASSIGNMENT AND ASSUMPTION OF DETENTION FACILITIES MAINTENANCE AGREEMENT BY AND BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT, AND FORT BEND MUNICIPAL UTILITY DISTRICT NO. 213 ("Assignment"), effective _____ ___, 2025, is entered into by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213 ("Assignor") and WALLER COUNTY ("Assignee").

WHEREAS, Assignor has entered into that certain Detention Facilities Maintenance Agreement by and between Brookshire-Katy Drainage District, and Assignor ("Agreement"), as shown on **Exhibit "A"** attached hereto.

WHEREAS, the Assignor may assign all of its rights and obligations under the Agreement to Assignee under the terms of the Agreement; and

WHEREAS, the Assignor and Assignee each desire that the Assignee acquire and assume all of the rights and obligations of the Assignor under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment and Assumption. In accordance with the terms of the Agreement, Assignee hereby assigns and transfers to Assignee, and the Assignee hereby acquires from the Assignor, all of the rights, interests and obligations of Assignor under the Agreement, of whatever kind or nature, and the Assignee hereby assumes and agrees to perform all of the obligations duties, liabilities, and commitments of Assignor under the Agreement, of whatever kind or nature.

2. Miscellaneous. Nothing in this Assignment is intended to or shall be construed to modify in any way the terms of the Agreement, except as expressly contemplated

by this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment in multiple copies, each of equal dignity, as of the date and year set forth in the first page hereof.

ASSIGNOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213

By: _____
Name: Charles E. "Ted" Lee
Title: President, Board of Directors

ATTEST:

By: _____
Name: Kirk Laguarta
Title: Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 22nd day of July, 2025, by Charles E. "Ted" Lee, President, and Kirk Laguarta, Secretary of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

JESSICA RICHARDSON
Notary Public, State of Texas
Comm. Expires 04-30-2029
Notary ID 128319274

_____
Notary Public, State of Texas

ASSIGNEE:

WALLER COUNTY

By:_____

Name: _____

Title: _____

EXHIBIT "A"

AGREEMENT

Exhibit A

2100530
01/13/2021 02:13:24 PM Total Pages: 104 Fees: $424.00
Debbie Hollan, County Clerk - Waller County, TX

STATE OF TEXAS §
§
COUNTY OF WALLER §

§ **DETENTION FACILITIES MAINTENANCE AGREEMENT BY AND BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT, AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213**

This **Detention Facilities Maintenance Agreement** ("Agreement") is made by and among the **Brookshire-Katy Drainage District**, a political subdivision of the State of Texas ("District") and **Fort Bend County Municipal Utility District No. 213**, a political subdivision of the State of Texas ("MUD 213") and to be effective as of August 24, 2020 (the "Effective Date"). (District and "MUD 213" sometimes herein collectively referred to as "the Parties" or individually as "the Party" or "a Party").

RECITALS

WHEREAS, the MUD 213 is the owner of certain real property described as follows:

FOUR (4) tracts of land, a 0.8591 acre tract, a 0.8943 acre tract, a 0.9776 acre tract, and a 0.9801 acre tract, described in Deed dated June 29, 2020 from TWINWOOD (U.S.), INC., a Texas Corporation as Grantor to FORT BEND COUNTY MUNICIPAL DISTRICT NO. 213, a political subdivision of the State of Texas, as Grantee recorded in the Official Public Records, Waller County, Texas, under Clerk's File No. 2006203 and being more particularly described as follows:

TRACT ONE (1): A 0.8591 acre tract being out of a called 82.3025 acre tract in Nathan Brookshire League, Abstract 16, Waller County, Texas, as described in deed to Twinwwod (U.S.), Inc. as recorded in Volume 1393, Page 101, Official Public Records, Waller County, Texas, more particularly described by metes and bounds in Exhibit "A"

TRACT TWO (2): A 0.8943 acre tract being out of a called 82.3025 acre tract in Nathan Brookshire League, Abstract 16, Waller County, Texas, as described in deed to Twinwwod (U.S.), Inc. as recorded in Volume 1393, Page 101, Official Public Records, Waller County, Texas, more particularly described by metes and bounds in Exhibit "A"

TRACT THREE (3): A 0.9776 acre tract being out of a called 477.895 acre tract of land in the William Cooper Survey, Abstract 20, Waller County, Texas, as described in deed to NBI Properties, Inc. as recorded in County Clerk's File No. 2006146817, Official Public Records, Fort Bend County, Texas, and Volume 998, Page 753, Official Public Records, Waller County, Texas, now known as Twinwood (U.S.), Inc. by instrument recorded in County Clerk's File No. 2012121483, Official Public Records, Fort Bend County, Texas and Volume 1330, Page 240, Official Records, Waller County, Texas, and more particularly described by metes and bounds in Exhibit "A"

RECORDER'S MEMORANDUM
All or parts of the text contained in this document was not clearly legible for satisfactory recordation

TRACT FOUR (4): A 0.9801 acre tract being out of a called 477.895 acre tract of land in the William Cooper Survey, Abstract 20, Waller County, Texas, as described in deed to NBI Properties, Inc. as recorded in County Clerk's File No. 2006146817, Official Public Records, Fort Bend County, Texas, and Volume 998, Page 753, Official Public Records, Waller County, Texas, now known as Twinwood (U.S.), Inc. by instrument recorded in County Clerk's File No. 2012121483, Official Public Records, Fort Bend County, Texas and Volume 1330, Page 240, Official Records, Waller County, Texas,

and more particularly described by metes and bounds in Exhibit "A" attached hereto

hereinafter the "Property", which Property is located within the jurisdiction and boundaries of the Waller County, Texas, (hereinafter sometimes referred to as "County"), and the Brookshire-Katy Drainage District (hereinafter sometimes referred to as the "District"), and

WHEREAS, MUD 213 proposes to build Detention Facilities within the Property according to Detention Plans as herein defined and are expressly made a part hereof, as approved by the District, and MUD 213 agrees to provide for management of storm water within confines of the Property as hereinabove described to be made subject to this Agreement; and

WHEREAS, MUD 213 is desirous of constructing said Detention Facilities on the Property and the District is desirous of such development being commenced and completed in such manner as will provide for storm water drainage and detention in the area adjacent to the Property, and

WHEREAS, the County, District and MUD 213, and their successors and assigns, agree that the health, safety and welfare of the residents of Waller County and Brookshire-Katy Drainage District require that the Detention Facilities be constructed and maintained on the Property hereinabove described and to be made subject to this Agreement; and

WHEREAS, the County and District requires that the Detention Facilities as shown on the Detention Plans be constructed and adequately maintained by the MUD 213, its successors and assigns, the location and dimensions of which is shown and more particularly described by the Detention Plans dated March 27, 2020 (" Detention Plans") as shown in the attached **Exhibit "B"**; and

WHEREAS, this Agreement encumbers or will encumber the Property hereinabove described or to be made subject to this Agreement (defined herein), said Property being located in Waller County and Brookshire-Katy Drainage District, Waller County, Texas; and

WHEREAS, in association with the improvement of the Detention Facilities in accordance with this Agreement, MUD 213 seeks to construct, install, and maintain certain Detention Facilities defined in **Exhibit "B"** ("Detention Plans") attached hereto and made a part hereof, on the Property; and

WHEREAS, the District has required that MUD 213 enter into an agreement with the District regarding the construction, installation, maintenance, repair, and replacement of the Detention Facilities as a condition for approval of the Detention Plans; and

WHEREAS, the District, and the MUD 213, have agreed herein that a permit is to be issued and Property should be impressed with covenants and restrictions running with the land for the purpose of insuring proper storm water drainage and detention on the following terms and conditions; and

WHEREAS, the District, and MUD 213 desire to enter into this Agreement for the purpose of satisfying the foregoing condition;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged by the Parties, District, MUD 213 agree as follows:

MUD 213 and the District, for and in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, does hereby agree with respect to the Property described hereinabove, to be made subject to this Agreement, that this Agreement shall be deemed and considered as a covenant and restriction running with the land, and which shall be binding upon MUD 213, its successors and/or assigns as follows, to-wit:

Article I
Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings set forth herein unless the context clearly requires otherwise:

"Detention Areas" means the areas on the Property where the Detention Facilities will be constructed, installed and maintained by MUD 213, as more particularly described on the Plans in **Exhibit "B"** attached hereto, to be made subject to this Agreement.

"Detention Facilities" means those certain storm water drainage and detention facilities, which may include but not be limited to, surface drainage swales, underground storm water pipes, additional collection tanks, pumps, controls, and storm water detention ponds to be constructed and installed by MUD 213 within the Property; The Detention Facilities includes all pipes, channels or other conveyances built to convey storm water to the Detention Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as necessary activity by MUD 213 to maintain Detention Facilities in good working condition so that these facilities are performing their design functions with the design detention capacity and flow rates.

"Detention Plans" means any design and construction plans for the Detention Facilities located on the Property and approved by District, being **Exhibit "B"**, attached hereto and a part of this Agreement.

"Development Regulations" means the ordinances, regulations, and policies, adopted by the County and District, as presently in effect and as adopted or amended after the Effective Date, which are applicable to the development and use of the Detention Facilities.

"Property" means the real property being:

FOUR (4) tracts of land, a 0.8591 acre tract, a 0.8943 acre tract, a 0.9776 acre tract, and a 0.9801 acre tract, described in Deed dated June 29, 2020 from TWINWOOD (U.S.), INC., a Texas Corporation as Grantor to FORT BEND COUNTY MUNICIPAL DISTRICT NO. 213, a political subdivision of the State of Texas, as Grantee recorded in the Official Public Records, Waller County, Texas, under Clerk's File No. 2006203 and being more particularly described as follows:

TRACT ONE (1): A 0.8591 acre tract being out of a called 82.3025 acre tract in Nathan Brookshire League, Abstract 16, Waller County, Texas, as described in deed to Twinwwod (U.S.), Inc. as recorded in Volume 1393, Page 101, Official Public Records, Waller County, Texas, more particularly described by metes and bounds in Exhibit "A"

TRACT TWO (2): A 0.8943 acre tract being out of a called 82.3025 acre tract in Nathan Brookshire League, Abstract 16, Waller County, Texas, as described in deed to Twinwwod (U.S.), Inc. as recorded in Volume 1393, Page 101, Official Public Records, Waller County, Texas, more particularly described by metes and bounds in Exhibit "A"

TRACT THREE (3): A 0.9776 acre tract being out of a called 477.895 acre tract of land in the William Cooper Survey, Abstract 20, Waller County, Texas, as described in deed to NBI Properties, Inc. as recorded in County Clerk's File No. 2006146817, Official Public Records, Fort Bend County, Texas, and Volume 998, Page 753, Official Public Records, Waller County, Texas, now known as Twinwood (U.S.), Inc. by instrument recorded in County Clerk's File No. 2012121483, Official Public Records, Fort Bend County, Texas and Volume 1330, Page 240, Official Records, Waller County, Texas, and more particularly described by metes and bounds in Exhibit "A"

TRACT FOUR (4): A 0.9801 acre tract being out of a called 477.895 acre tract of land in the William Cooper Survey, Abstract 20, Waller County, Texas, as described in deed to NBI Properties, Inc. as recorded in County Clerk's File No. 2006146817, Official Public Records, Fort Bend County, Texas, and Volume 998, Page 753, Official Public Records, Waller County, Texas, now known as Twinwood (U.S.), Inc. by instrument recorded in County Clerk's File No. 2012121483, Official Public Records, Fort Bend County, Texas and Volume 1330, Page 240, Official Records, Waller County, Texas,

and more particularly described by metes and bounds in Exhibit "A" attached hereto

Article II
Term

The term of this Agreement shall begin on the Effective Date and shall be perpetual, subject, however, to termination by the Parties as provided herein.

Article III
Design and Construction

3.1 **Specifications**. The Detention Facilities shall be designed and initially constructed and/or installed by MUD 213 on the Property in compliance with the County's Regulations, and District's Rules and Regulations, Detention Plans and the Development Regulations.

3.2 **Silt Accumulation**. MUD 213 shall cause silt to be removed from the Detention Facilities, as necessary, for the Detention Facilities to serve their intended purposes of detention storage and flow rates.

3.3 **Inspection and Acceptance of the Detention Facilities**.

A. The inspection and approval of the Detention Facilities by County and District shall be conducted in the same manner as inspection and acceptance of other improvements constructed and/or installed in association with the development of property in Waller County, Texas, and Brookshire-Katy Drainage District, pursuant to the Rules and Regulations, as amended, and the current policies and procedures of the Waller County and Brookshire-Katy Drainage District.

B. MUD 213, its successors and assigns, shall cause its engineer to visually inspect the Detention Facilities annually and complete and deliver to the County and District, an annual inspection certificate, on a form substantially similar to the form attached hereto as Exhibit "C", attesting that the Detention Facilities have the capacity and ability to function in substantial conformity with the Detention Plans attached hereto as Exhibit "B".

C. MUD 213, its successors and assigns, hereby grant permission to the County or District, its authorized agents and employees, to enter upon the Property and to inspect the Detention Facilities whenever the County or District deems necessary.

Article IV
Maintenance, Repair, Replacement, and Removal

4.1 **Detention Facilities to be Maintained by MUD 213.** Subject to and in accordance with the provisions of this Agreement, MUD 213, shall cause the Detention Facilities to be maintained and repaired at no cost to the County or the District. MUD 213 agrees to cause the Detention Facilities to be maintained in good working condition for their intended purpose of detention storage capacity and flow rates in accordance with the Detention Plans and appropriate Orders, Ordinances, Rules and Regulations.

4.2 **Maintenance Detention Facilities.**

A. In the event MUD 213 fails to repair or maintain the Detention Facilities as required by Section 4.1, above, the District may provide written notice to MUD 213 reflecting same. On or before the sixtieth (60th) calendar day after MUD 213 receives written notice from the District stating that the District believes MUD 213 has failed to maintain the Detention Facilities required by Section 4.1 above, MUD 213 shall perform such repairs and/or maintenance necessary and shall cause its engineer to provide an updated inspection certificate, on a form substantially similar to the

form attached as Exhibit C, reflecting that the Detention Facilities met the requirements of Section 4.1 above.

B. In the event MUD 213, its successors and assigns, fails to maintain the Detention Facilities in good working condition as specified herein, the County or District its authorized agents and employees, may enter upon the Property and take whatever steps necessary to correct deficiencies and shall invoice MUD 213 for work performed.

It is expressly understood and agreed that the County or District is under no obligation to routinely maintain or repair the Detention Facilities, and in no event shall this Agreement be construed to impose any such obligation on the County or District, such obligation is that of MUD 213.

C. Until such time as the Detention Facilities are abandoned, MUD 213 shall hold the District and County harmless from any property damages, personal injury, suits, actions, liabilities, damage, costs, or any other loss, claim, or cause of action arising from any damage, injury, or loss of life which may occur in connection with the operation or presence of the Detention Facilities installed in connection therewith, or enforcement by County or District of this Agreement.

4.3 Annual Inspection Certificate

A. MUD 213 shall annually, on or before the first January 31st after the one (1) year anniversary date of this Agreement and on or before every January 31st thereafter until this Agreement is vacated as allowed in paragraph 4.3 D, deliver to the District an Annual Inspection Certificate executed by a Texas registered professional engineer, attesting that the Detention Facilities conform to the plans and specifications contained in the permit application and this Agreement, on a form substantially similar to the form attached as **Exhibit "C"**.

B. In the event an ambiguity exists in such form, District reserves the right to amend such form and require an amendment to such form to cure such ambiguity.

C. If this Annual Inspection Certificate reflects changes or deviation in any manner or degree at any time this Agreement is in effect, MUD 213 must bring the Detention Facilities to compliance with this Agreement within sixty (60) days of the date of the Certification and provide the District with an updated Annual Inspection Certificate verifying compliance.

D. At such time as a determination has been made that the use of the Detention Facilities is no longer necessary and such determination has been approved in writing by the District and any other governmental agency exercising control, direct or indirect, over such Detention Facilities, the Board of Supervisors of the District shall execute a recordable instrument vacating this Agreement, and such instrument shall expressly provide that the covenants and restrictions running with the land for the purpose of ensuring proper storm water drainage and said detention no longer apply to the Property nor will they thereafter be binding upon MUD 213 its successors and/or assigns.

E. MUD 213 shall contemporaneously with the execution of this Agreement, submit the certification by its registered professional engineer that the amount of drainage that results from the

Detention Facilities shall not exceed existing condition drainage and that the Detention Facilities and storm water releases shall not adversely impact adjacent and/or downstream property.

Article V
Use of the Detention Facilities

5.1 Access. MUD 213 represents access to the Detention Facilities identified as the aforementioned 0.8591 acre tract, 0.8943 acre tract, 0.9776 acre tract, and 0.9801 acre tract is provided by a Temporary Easement and ultimately the record subdivision plat, and set out in **Exhibit "D"**.

Article VI

Miscellaneous

6.1 Notices. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. A Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If to the District	The Brookshire-Katy Drainage District 1111 Kenney Ave. Brookshire, Texas 77423 Attn: President (281) 375-5430
With copy to:	David Frishman Attorney at Law 5723 Highway Blvd. Katy, Texas 77494 (281) 391-2147
If to MUD 213:	Allen Boone Humphries Robinson LP 3200 Southwest Fwy, Suite 2600 Houston, Texas 77027 Attn: Steve Robinson (713) 860-6408 Srobinson@abhr.com Attn: D. Ryan Harper (512) 518-2431 Rharper@abhr.com
With a copy to Twinwood:	Twinwood (U.S.), Inc, a Texas Corporation 10514 FM 1489 P.O. Box 649

Simonton, Texas 77476
Attn: Mark A. Kilkenny
(281) 402-3025
Attn: J. Michael Dinges
(281) 346-1940

6.2 Address Change. By giving to the other parties hereto at least thirty (30) days written notice thereof, the parties hereto shall have the right at any time during the term of this Agreement to change their respective addresses to any other address within the United States of America.

6.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

6.4 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.5 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in a State Court of competent jurisdiction in Waller County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Subdivision Plat, Detention Area, and Detention Facilities and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

6.7 Recordation of Agreement; Memorandum of Agreement. A copy of this Agreement shall be recorded in the Official Real Property Records of Waller County, Texas.

6.8 Recitals. The Recitals to this Agreement are incorporated herein as part of this Agreement.

6.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.11 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

6.12 Covenants Run With Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on MUD 213 and each and every subsequent party designated as the "Declarant" under the Declaration.

6.13 Permit. This Detention Facility Agreement and Permit issued concurrently by the District, contains the entire Agreement between the parties hereto relative to the subject matter hereof and no variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

6.14 Enforcement

A. This covenant and Agreement shall run solely to and in favor of the District and shall be enforceable by the District, its successors and/or assigns. If any persons or persons shall violate or attempt to violate the foregoing Agreement or covenant, it shall be lawful for the District, its successors and/or assigns, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate the Agreement or covenant, and to obtain a temporary restraining order, and/or a temporary or permanent injunction to enforce this Agreement. If any part or provision of this Agreement or covenant herein contained shall be declared invalid or unenforceable by a Judge or Court Order, the same shall in no wise affect any of the other provisions of this Agreement. Any suit brought to enforce this Agreement, to determine the validity, as reasonable or otherwise, of any act or decision of MUD 213, including its representatives and employees, or its successors and/or assigns, shall be brought in a Court of competent jurisdiction in Waller County, Texas. The successful party in such suit shall be reimbursed by the other party for any reasonable attorney's fees, pre-judgment and post judgment interest and all other costs of litigation incurred by the successful party seeking enforcement of this Agreement or the permit.

B. District agrees not to bring an action hereunder until MUD 213 has been given written notice of default and MUD 213 has failed to cure such default within 60 days of receipt of such notice of default from the District.

6.15 No consent or waiver, express or implied, by either party to any breach or default by any other party in the performance by the other of its obligations hereunder shall be deemed to construe to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by said party of its rights hereunder.

6.16 This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns. Whenever, in this instrument, a reference to any party is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns or such party but not any third parties.

6.17 This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one Agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.

6.18 This Agreement is intended to be, performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the State of Texas.

6.19 If any provisions of this Agreement, or the applications thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

6.20 The rights created herein, in favor of the District shall be enforced by the District in its sole discretion and shall not constitute an obligation by the District to commence any action authorized in this Agreement.

6.21 The County, District and MUD 213 reserve their Sovereign Immunity as provided by the Common Laws, Statutes, and Constitution of the State of Texas.

6.22 This Agreement imposes no liability of any kind whatsoever on the County or District.

6.23 **Indemnification. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MUD 213 AGREES TO HOLD THE COUNTY OR DISTRICT HARMLESS FROM ANY LIABILITY IN THE EVENT THE DETENTION FACILITIES FAIL TO OPERATE PROPERLY. MUD 213 COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY AND DISTRICT, ITS REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF MUD 213 OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE DETENTION FACILITIES, INCLUDING, BUT NOT LIMITED TO THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE POND AND ITS BANKS, (2) SLOPE FAILURE OF THE BANKS OF THE POND, OR (3) FAILURE OF THE POND OR ITS BANKS TO OPERATE IN A MANNER CONSISTENT WITH COUNTY OR DISTRICT CRITERIA TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.**

IN WITNESS WHEREOF, MUD 213, and the District cause this Agreement to be executed by their respective representatives or officers in multiple counterparts (which constitute but one and the same instrument) as of the 24 day of August, 2020.

Signatures on Following Pages

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213
Signature Page

SIGNED AND AGREED this 24th day of August, 2020.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213
a political subdivision of the State of Texas

By: _____
Name: Jonathan St. Romain
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 24th day of August, 2020 by Jonathan St. Romain Vice President of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213, a political subdivision of the State of Texas.

_____
Notary Public in and for
The State of Texas

Sumer Y Abulhassan
My Commission Expires
06/18/2024
ID No. 132528692

Printed Name: Sumer Abulhassan

My Commission expires: 06/18/2024

District's Signature Page

ATTEST:

By: Ruth Ellis
Name: Ruth Ellis
Title: Secretary

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: David Hunsucker
Title: President

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the 24 day of August, 2020, by David Hunsucker, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf of said corporation.

JOY SHIPMAN
Notary ID #131849874
My Commission Expires
January 10, 2023

_____
Notary Public in and for
The State of Texas

Printed Name: Joy Shipman

My Commission expires: 01/10/2023

2006203
07/08/2020 12:23:57 PM Total Pages: 18 Fees: $80.00
Debbie Hollan, County Clerk - Waller County, TX

EXHIBIT "A"

SPECIAL WARRANTY DEED
(Detention Tracts)

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

THE STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF WALLER §

THAT **TWINWOOD (U.S.), INC.**, a Texas corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), all of those four (4) certain tracts of real property situated in Waller County, Texas, containing 0.8591 acre, 0.8943 acre, 0.9776 acre and 0.9801 acre, respectively, as more particularly described in **Exhibits A, C, E** and **G** and shown on **Exhibits B, D, F** and **H**, all attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Waller County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page.]

EXECUTED this 29th day of June, 2020.

GRANTOR:

TWINWOOD (U.S.), INC.,
a Texas corporation

By: _____
Name: Abel C. Gonzales
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 29th day of June, 2020, by Abel C. Gonzales, Vice President of TWINWOOD (U.S.), INC., a Texas corporation, on behalf of said corporation.

(NOTARY SEAL)

ROBIN L WAINIKAINEN
Notary ID #126091101
My Commission Expires
April 25, 2023

_____
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213

By: _____
Name: Charles E. Lee
Title: President

ATTEST:

By: _____
Name: Marsha Edwards
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 30th day of June, 2020, by Charles Lee, President, and Marsha Edwards, Secretary of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

M. MONIQUE SONNIER
My Notary ID # 131495032
Expires March 20, 2022

_____
Notary Public, State of Texas

Attachments:
Exhibit A – Description of 0.8591 Acre Tract
Exhibit B – Sketch of 0.8591 Acre Tract
Exhibit C – Description of 0.8943 Acre Tract
Exhibit D – Sketch of 0.8943 Acre Tract
Exhibit E – Description of 0.9776 Acre Tract
Exhibit F – Sketch of 0.9776 Acre Tract
Exhibit G – Description of 0.9801 Acre Tract
Exhibit H – Sketch of 0.9801 Acre Tract

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.8591 ACRE

Being 0.8591 acre of land located in the Nathan Brookshire League, Abstract 16, of Waller County, Texas, more particularly being a portion of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said 0.8591 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, W.C.O.P.R., now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., common to the most westerly southwest corner of said 82.3025 acre tract, and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 15° 38' 29" East, 559.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, North 01° 04' 23" West, 162.95 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

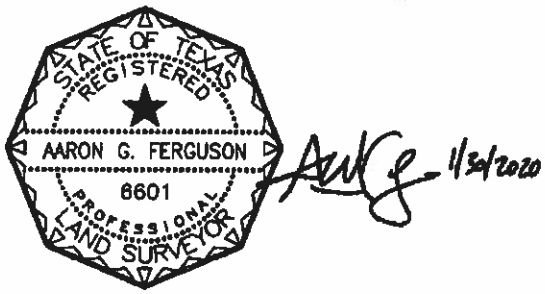
Thence, North 72° 08' 14" East, 170.42 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.8591 Acre

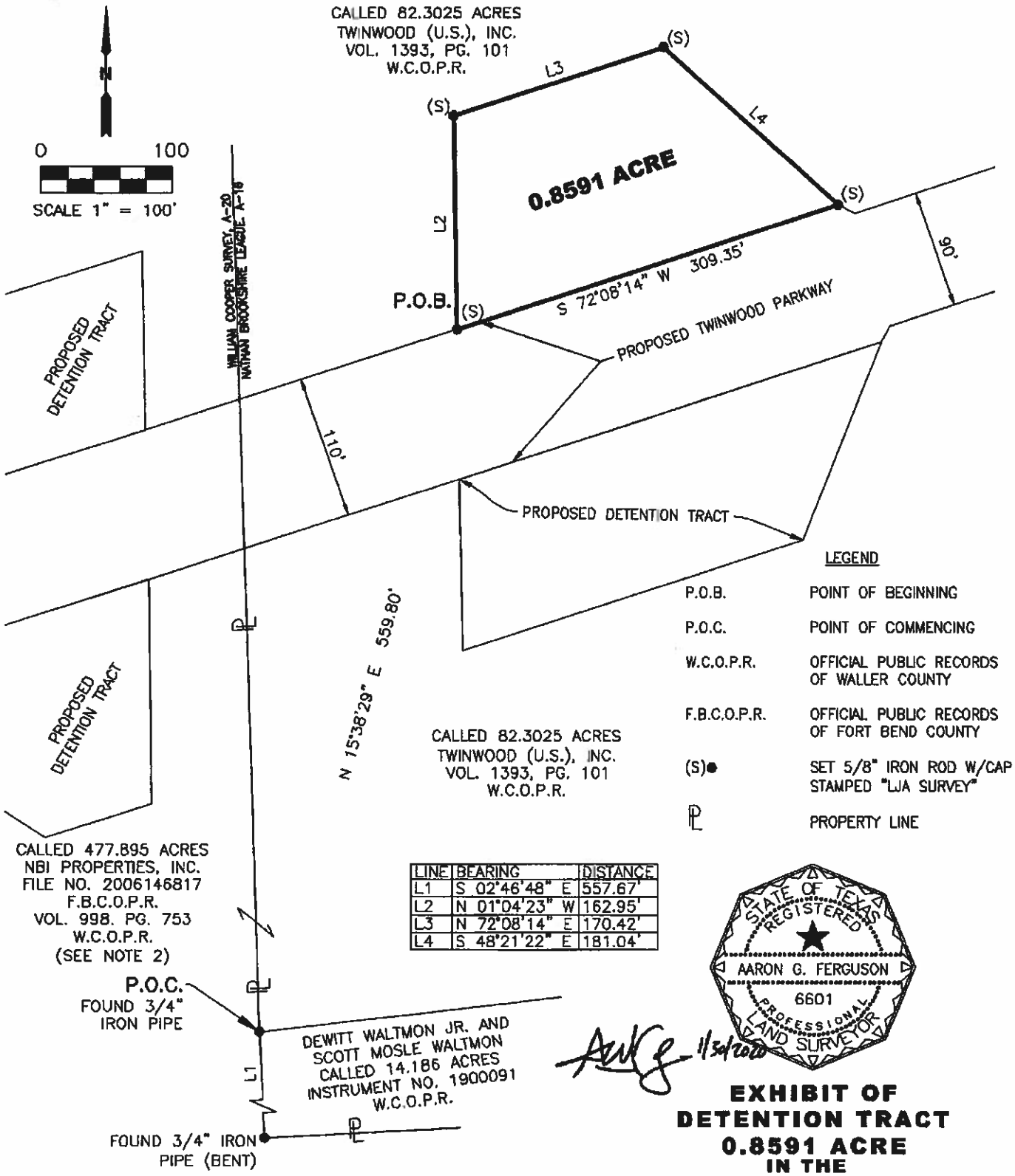
January 30, 2020
Job No. LJAS001-7778-0000

Thence, South 48° 21' 22" East, 181.04 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 72° 08' 14" West, 309.35 feet to the POINT OF BEGINNING and containing 0.8591 acre of land.



LJA Surveying, Inc.



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 01°04'23" W	162.95'
L3	N 72°08'14" E	170.42'
L4	S 48°21'22" E	181.04'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/3/2020

EXHIBIT OF DETENTION TRACT
0.8591 ACRE
IN THE NATHAN BROOKSHIRE LEAGUE, A-16 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

I:\Projects\SURVEY\7778\0000\CAD\0.8591 AC PROPOSED DETENTION TRACT TRACT 4.DWG 1/30/2020

Exhibit C – Description of 0.8943 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.8943 ACRE

Being 0.8943 acre of land located in the Nathan Brookshire League, Abstract 16, of Waller County, Texas, more particularly being a portion of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said 0.8943 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, W.C.O.P.R., now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., common to the most westerly southwest corner of said 82.3025 acre tract, and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 27° 59' 40" East, 331.40 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, North 01° 04' 23" West, 131.61 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

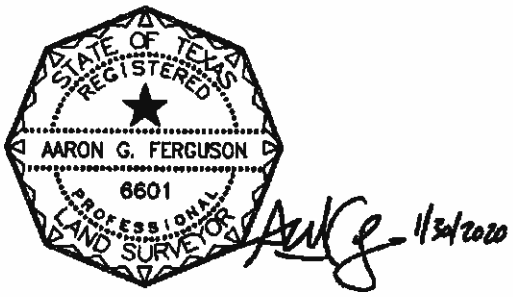
Thence, North 72° 08' 14" East, 342.16 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.8943 Acre

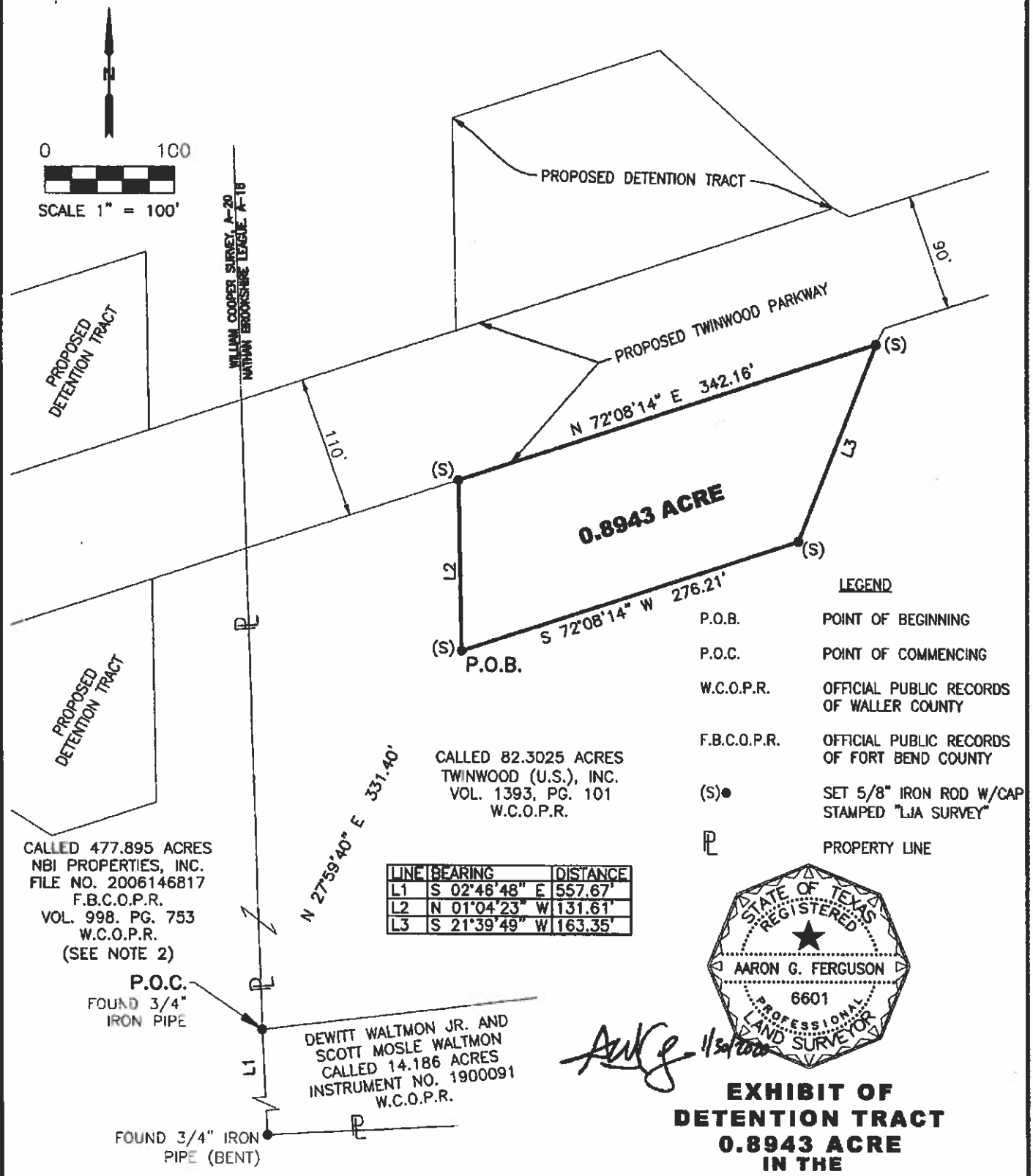
January 30, 2020
Job No. LJAS001-7778-0000

Thence, South 21° 39' 49" West, 163.35 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 72° 08' 14" West, 276.21 feet to the POINT OF BEGINNING and containing 0.8943 acre of land.



LJA Surveying, Inc.



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 01°04'23" W	131.61'
L3	S 21°39'49" W	163.35'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/24/2020

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

EXHIBIT OF DETENTION TRACT 0.8943 ACRE IN THE NATHAN BROOKSHIRE LEAGUE, A-16 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

I:\Projects\SURVEY\7778\0000\CAD\0.8943 AC PROPOSED DETENTION TRACT TRACT 2.DWG 1/30/2020

Exhibit E – Description of 0.9776 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.9776 ACRE

Being 0.9776 acre of land located in the William Cooper Survey, Abstract 20, of Waller County, Texas, more particularly being a portion of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., said 0.9776 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of said 477.895 acre tract, common to the most westerly southwest corner of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, W.C.O.P.R., and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 10° 44' 25" West, 470.45 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southeast corner and the POINT OF BEGINNING of the herein described tract;

Thence, South 72° 08' 14" West, 327.34 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

0.9776 Acre

January 30, 2020
Job No. LJAS001-7778-0000

Thence, 142.97 feet along the arc of a tangent curve to the left, having a radius of 3,255.00 feet, a central angle of 02° 31' 00", and a chord which bears South 70° 52' 44" West 142.96 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

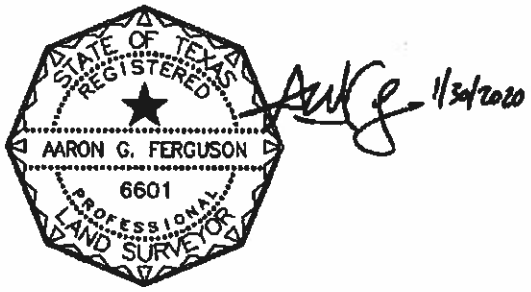
Thence, North 37° 27' 51" East, 148.48 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 14' 23" East, 183.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 30° 26' 59" East, 75.84 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

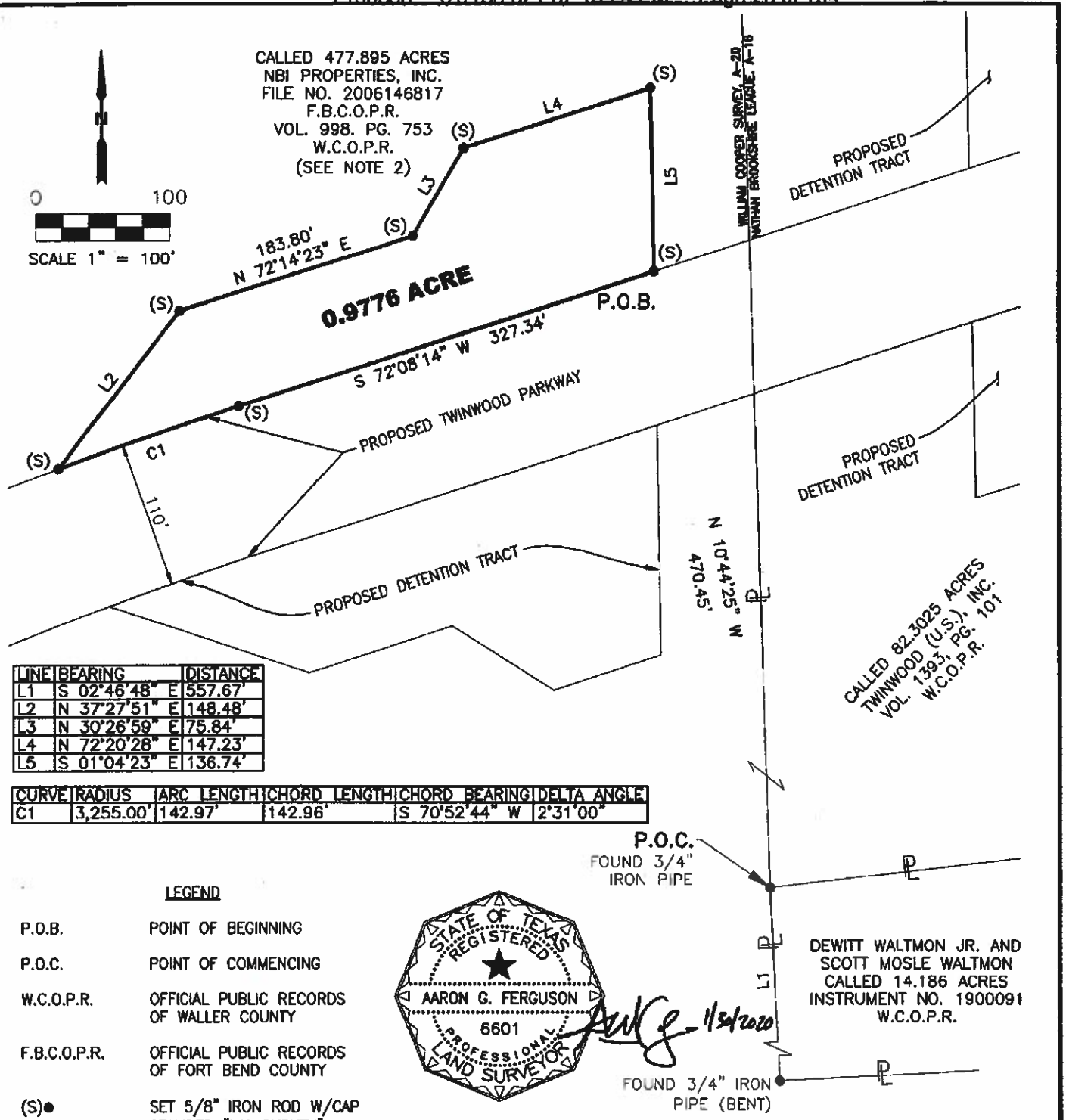
Thence, North 72° 20' 28" East, 147.23 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 01° 04' 23" East, 136.74 feet to the POINT OF BEGINNING and containing 0.9776 acre of land.



LJA Surveying, Inc.

I:\Projdsk1\SURVEY\7776\0000\LEGALS\0.9776 AC PROPOSED DETENTION TRACT PART 3.doc



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	N 37°27'51" E	148.48'
L3	N 30°26'59" E	75.84'
L4	N 72°20'28" E	147.23'
L5	S 01°04'23" E	136.74'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3,255.00'	142.97'	142.96'	S 70°52'44" W	2°31'00"

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

11/24/2020

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

EXHIBIT OF DETENTION TRACT 0.9776 ACRE IN THE WILLIAM COOPER SURVEY, A-20 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

L:\Projects\SURVEY\7778\0000\CAD\0.9776 AC PROPOSED DETENTION TRACT TRACT 3.DWG 1/30/2020

Exhibit G – Description of 0.9801 Acre Tract

January 30, 2020
Job No. LJAS001-7778-0000

DESCRIPTION OF
DETENTION TRACT
0.9801 ACRE

Being 0.9801 acre of land located in the William Cooper Survey, Abstract 20, of Waller County, Texas, more particularly being a portion of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2006146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., said 0.9801 acre tract being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 Adjustment):

Commencing for reference at a 3/4-inch iron pipe found for a northerly interior corner of said 477.895 acre tract, common to the most westerly southwest corner of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, W.C.O.P.R., and the northwest corner of that certain called 14.186 acre tract described in the deed to Dewitt Waltmon, Jr. and Scott Mosle Waltmon by an instrument of record under Instrument Number 1900091, W.C.O.P.R., from which a 3/4-inch iron pipe (bent) found for the southwest corner of said 14.186 acre tract, common to a northerly interior corner of said 477.895 acre tract bears, South 02° 46' 48" East, 557.67 feet;

Thence, North 25° 11' 06" West, 193.35 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for the southeast corner and the POINT OF BEGINNING of the herein described tract;

Thence, South 72° 08' 14" West, 84.80 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 57° 45' 02" West, 89.93 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

0.9801 Acre

January 30, 2020
Job No. LJAS001-7778-0000

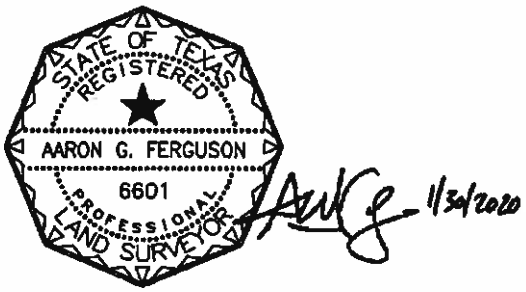
Thence, South 71° 56' 53" West, 113.20 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 71° 35' 20" West, 157.74 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

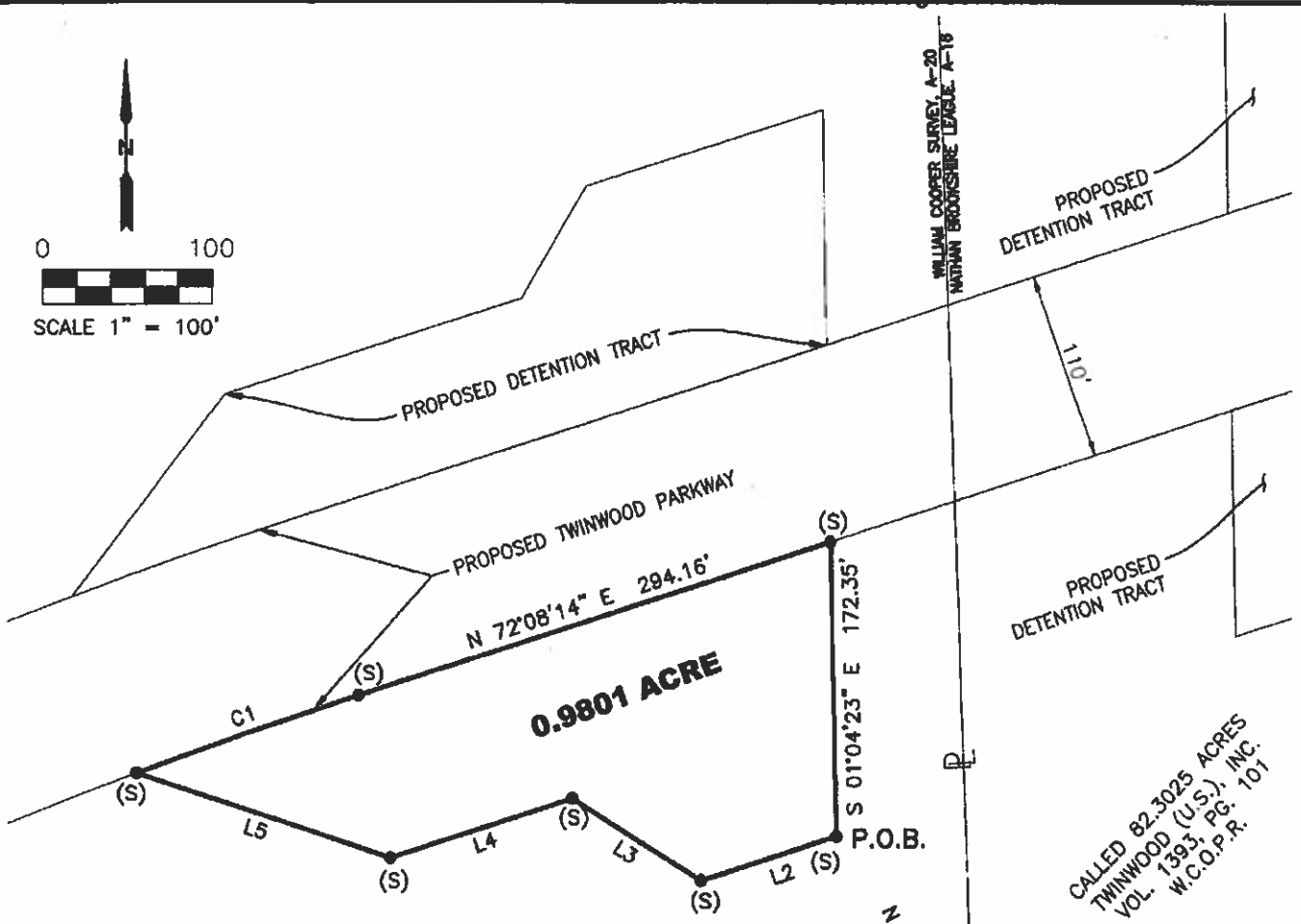
Thence, 138.51 feet along the arc of a non-tangent curve to the right, having a radius of 3,145.00 feet, a central angle of 02° 31' 24", and a chord which bears North 70° 52' 32" East, 138.50 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 08' 14" East, 294.16 feet to a 5/8" iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 01° 04' 23" East, 172.35 feet to the POINT OF BEGINNING and containing 0.9801 acre of land.



LJA Surveying, Inc.



LINE	BEARING	DISTANCE
L1	S 02°46'48" E	557.67'
L2	S 72°08'14" W	84.80'
L3	N 57°45'02" W	89.93'
L4	S 71°56'53" W	113.20'
L5	N 71°35'20" W	157.74'

CALLED 477.895 ACRES
NBI PROPERTIES, INC.
FILE NO. 2006146817
F.B.C.O.P.R.
VOL. 998, PG. 753
W.C.O.P.R.
(SEE NOTE 2)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3,145.00'	138.51'	138.50'	N 70°52'32" E	2°31'24"

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
(S)●	SET 5/8" IRON ROD W/CAP STAMPED "LJA SURVEY"
℄	PROPERTY LINE

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR
1/31/2020

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) NBI Properties now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R. and Volume 1330, Page 240, W.C.O.P.R.

EXHIBIT OF DETENTION TRACT 0.9801 ACRE IN THE WILLIAM COOPER SURVEY, A-20 WALLER COUNTY, TEXAS

JANUARY 2020 JOB NO. LJAS001-7778-0000

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

E:\Projects\SURVEY\7778\0000\CAD\0.9801 AC PROPOSED DETENTION TRACT TRACT 1.DWG 1/30/2020

FILED AND RECORDED

Instrument Number: 2006203

Filing and Recording Date: 07/08/2020 12:23:57 PM Pages: 18 Recording Fee: $80.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:
ALLEN BOONE HUMPHRIES ROBINSON
3200 SOUTHWEST FREEWAY SUITE 2600
HOUSTON, TX 77027

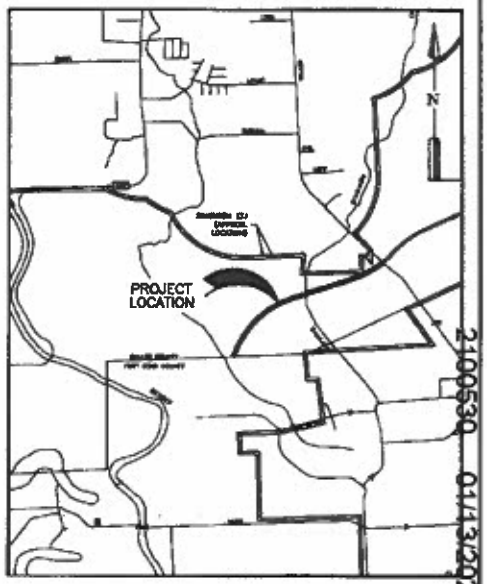
CONSTRUCTION PLANS FOR
TWINWOOD PARKWAY PHASE 1A, SEGMENT E

TO SERVE
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213

WALLER COUNTY, TEXAS

DATE: MARCH 2020

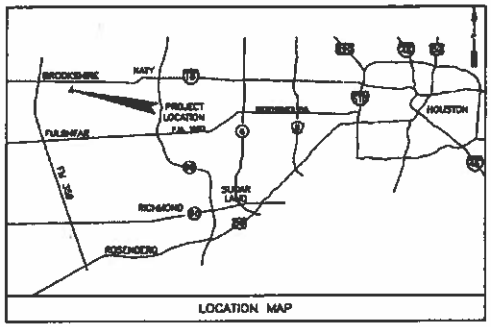
JOB NO. 7777-1040



SCALE: 1" = 2,000'

NOTES

1. THESE PLANS WERE PREPARED TO MEET OR EXCEED WALLER COUNTY AND BROOKSHIRE-KATY DRAINAGE DISTRICT RULES AND REGULATIONS (AS APPLICABLE) AS CURRENTLY AMENDED.
2. CONSTRUCTION WILL BE MONITORED BY A PROFESSIONAL ENGINEER TO ENSURE COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS.
3. CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
   WALLER COUNTY ENGINEER 979-826-7670
   BROOKSHIRE-KATY DRAINAGE DISTRICT 281-375-3430
4. CONTRACTOR SHALL CONTACT ANY PERTINENT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION OR CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES AND/OR RIGHT-OF-WAYS.
5. THE OPENING AND CLOSING OF ALL VALVES ON EXISTING WATER LINES MUST BE PERFORMED EXCLUSIVELY BY THE DISTRICT OPERATOR.
6. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB AND GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON TWINWOOD PARKWAY.



WALLER COUNTY ENGINEER APPROVAL

ENGINEER: _____
NANCY SCOTT, P.E., CFM

DATE: _____

BROOKSHIRE-KATY DRAINAGE DISTRICT (BKDD) PERMIT NUMBER 2019-28

DIAL 811
ONE CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG
(713) 223-4567 (IN HOUSTON)
(Non-Statewide Number Outside Houston)
1-800-545-6005

FIRM
Flood Insurance Rate Panel (FIRM) #: (48)
Map #: 48473C 0260F
Date of Elevation Vertical Datum:
This site is in Zone X.

SHEET INDEX

1. COVER SHEET
2. GENERAL NOTES
3. CITYWORKS CONTROL
4. DRAINAGE AREA MAP
5. DRAINAGE CALCULATIONS
6. DETENTION SUMMARY
7. PAVING, DRAINAGE, & SWPPP LAYOUT AND GRADING PLAN
8. SIGNAGE AND STRIPING LAYOUT
9. PROJECT STAGING & WORK AREA
10. TWINWOOD PARKWAY PLAN
11. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 0+00 ~ 12+00
12. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 12+00 ~ 24+00
13. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 24+00 ~ 37+50
14. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 37+00 ~ 43+00
15. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 43+00 ~ 64+00
16. TWINWOOD PARKWAY PHASE 1A SEGMENT E STA. 64+00 ~ 82+50
17. TWINWOOD PARKWAY PHASE 1A SEGMENT E PROFILES EVERY 848 FT
18. HORIZONTAL CONTROL
19. DRAINAGE CULVERT GROUP A, B, AND C
20. PAVING AND STORM WATER POLLUTION PREVENTION (SWPPP) DETAILS
21. STORM SEWER OUTFALL RIP RAP, DRIVEWAY WITH CATTLE GUARD DETAIL AND ACCESS GATE DETAILS
22. FM 359 TEMPORARY TRAFFIC CONTROL PLAN
23. TEMPORARY TRAFFIC CONTROL PLANS DETAILS
24. DAVEMENT MARKING NOTES & PAVEMENT CONTINUITY NOTES DETAILS
25. METAL BEAM GUARD FENCE DETAILS
26. SINGLE GUARDRAIL TERMINAL DETAILS
27. FILL PLAN & FILL AREA SWPPP
B1. BRIDGE LAYOUT
B2. SUMMARY OF QUANTITIES & BEARING SEAT ELEV
B3. ABUTMENT 1
B4. ABUTMENT 4
B5. ABUT 1 & 4
B6. BENTS 2 & 3
B7. FRAMING PLAN
B8. SLAB PLAN
B9. PRESTRESSED CONCRETE I-GIRDER DESIGNS-ICND
B10. BRIDGE APPROACH SLAB
B11. CONCRETE RIPRAP AND SHOULDER DRAINS
B12. CEMENT STABILIZED ABUTMENT BACKFILL
B13. COMMON FOUNDATION DETAILS
B14. COMMON FOUNDATION DETAILS
B15. PRESTRESSED CONCRETE I-GIRDER DETAILS
B16. PRESTRESSED CONCRETE I-GIRDER DETAILS
B17. ELASTOMERIC BEARING AND GIRDER END DETAILS
B18. ELASTOMERIC BEARING AND GIRDER END DETAILS
B19. ELASTOMERIC BEARING AND GIRDER END DETAILS
B20. MISCELLANEOUS SLAB DETAILS
B21. MISCELLANEOUS SLAB DETAILS
B22. THICKENED SLAB END DETAILS
B23. METAL BEAM GUARD FENCE
B24. PRECAST CONCRETE BENT CAP OPTION
B25. PRECAST CONCRETE BENT CAP OPTION
B26. PRESTRESSED CONCRETE PANELS
B27. PRESTRESSED CONCRETE PANELS
B28. PRESTRESSED CONCRETE PANELS
B29. PRESTRESSED CONCRETE PANELS
B30. PRESTRESSED CONCRETE PANEL FABRICATION DETAILS
B31. SEALED EXPANSION JOINT TYPE M
B32. TRAFFIC RAIL SINGLE SLOPE
B33. TRAFFIC RAIL SINGLE SLOPE

EXHIBIT "B"

RECORD DRAWING

I CERTIFY THAT THIS DRAWING INDICATES THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION AND GRADE AND THAT THE CONSTRUCTION WAS IN FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS

BY _____ DATE _____

PRINTED NAME _____

TITLE _____ INITIAL _____

COMPANY _____

STATE OF TEXAS
STEVEN SOYD
103430
REGISTERED PROFESSIONAL ENGINEER
3/27/2020

DEVELOPER:
TWINWOOD (U.S.) , INC.
P.O. BOX 649
SIMONTON, TX, 77476
SBOYD@LJA.COM
713-953-5200

ENGINEER/SURVEYOR:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
SBOYD@LJA.COM
713-953-5200
Phone 713.953.5200
Fax 713.953.5026
HRG # 1388

SHEET 1 OF 27

ADDENDUM NO. 4

2100530 01/13/2021 02:13:24 PM Page 31 of 104

TWINWOOD PARKWAY PHASE 1A, SEGMENT E 7777-1040

Item 30.

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040

GENERAL CONSTRUCTION NOTES

STORM DRAINAGE CONSTRUCTION NOTES

WATER DISTRIBUTION SYSTEM

ATMOS TEXAS/ONEIT FACILITIES

NOTES/CODES

FILL NOTES

TRAFFIC NOTES

GRADING NOTES

SPECIAL TRENCH BACKFILL NOTES

PERMIT NOTES

PAVING CONSTRUCTION NOTES

CAUTION: UNDERGROUND GAS FACILITIES

CAUTION: OVERHEAD ELECTRICAL LINES

RECORD DRAWING

NO.	REVISION	DATE
1		

L&A Engineering, Inc.

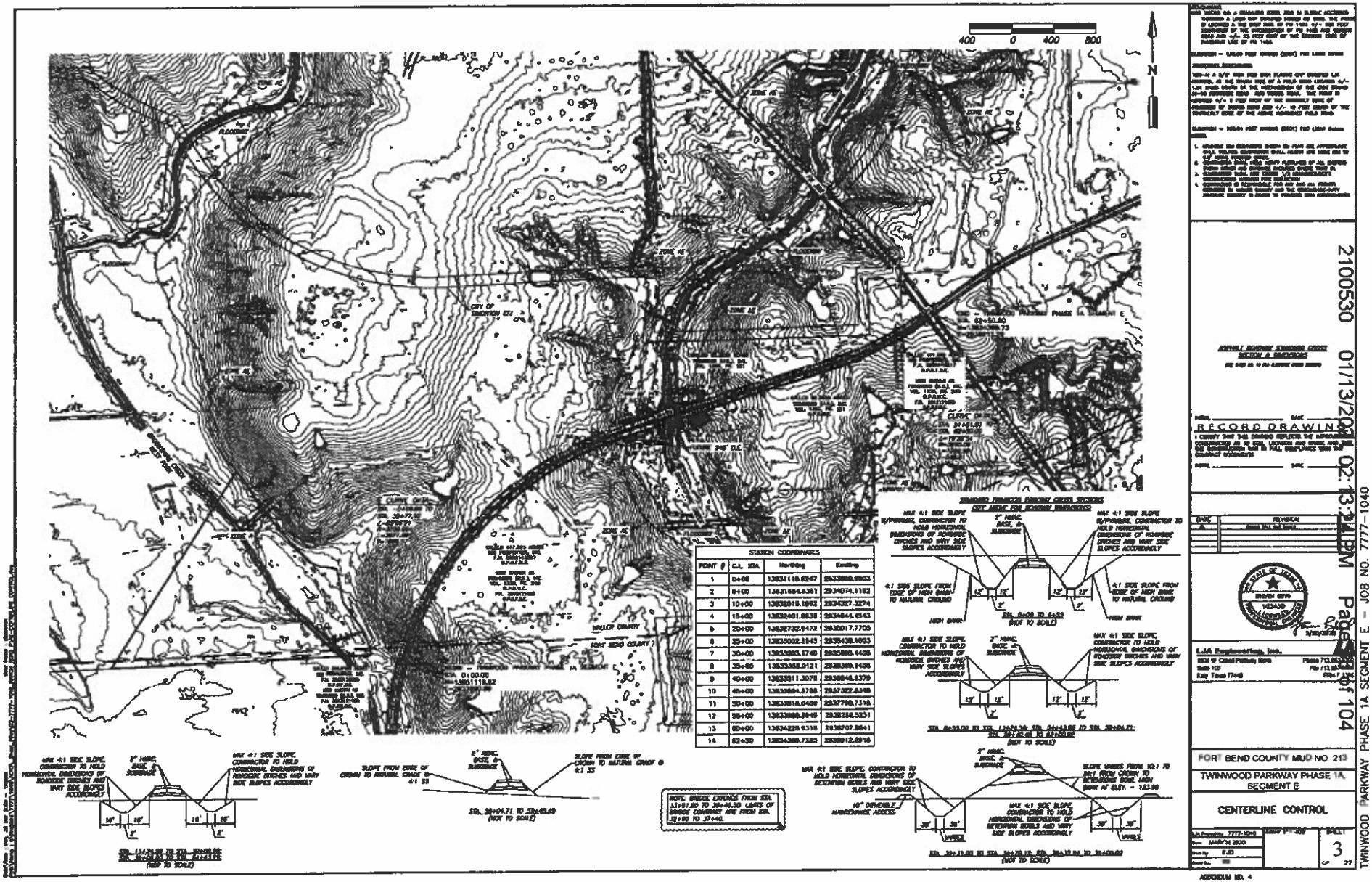
FORT BEND COUNTY MUD NO. 213

TWINWOOD PARKWAY PHASE 1A SEGMENT E

GENERAL NOTES

L&A Project: 7777-1040	SHEET
Date: MARCH 2020	NOT TO SCALE
Rev. 1: 6/2	2
Rev. 2: 8/6	OF 27

ADDENDA NO. 3



2100530 01/13/2021 02:13:21 PM Page 3 of 104

RECORD DRAWING

DATE	REVISION
A	

5.J.A. Engineering, Inc.
2904 W Grand Parkway North
Suite 120
Katy, Texas 77449
Phone (713)353-
Fax (713)353-
Proj #

FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
CENTERLINE CONTROL

Job Number 7777-1040
Date MARCH 2020
Drawn By SJD
Project No.
Scale 1" = 400'
SHEET 3 OF 27

ADDENDUM NO. 4

TWINWOOD PARKWAY PHASE 1A SEGMENT E - 308 LOTS, 7 RESERVES (104 TOTAL LOTS) - 7777-1040

Item 30.

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040

5 YEAR ROADSIDE DITCH CALCULATIONS

5 YR FREQUENCY

Drainage System	Drainage Area	Area	Total Area	C Factor	Cf Factor	tc	I (5 yr)	Q (5 yr)	Total Q	Side	Roadside Ditch Geometry: Side slope	Bottom width	Manng n	Length	*Highbank U/S elev.	*Highbank D/S elev.	Flowline U/S elev.	Flowline D/S elev.	**Slope Fall ft	***Channel Depth D/S ft	Roadside Ditch Capacity: Area	Wetted Perimtr	Hydric Radius	Capacity Q	Adeq?	Cap Vel
		ac.	ac.		FreqAdj	min.		c.f.s.	c.f.s.	NORTH/ SOUTH	Ratio	feet		feet					(Min.)		sq.ft	ft	ft	c.f.s.	Y/N	f.p.s.
SYSTEM 1																										
	Area 1-1	0.30	0.30	0.30	1.00	23.09	5.17	0.47	0.47	SOUTH	4	2	0.035	44	138.10	137.78	136.90	136.81	0.0067	1.17	7.82	11.6	0.7	20.81	YES	2.7
		0.00	0.30	0.30	1.00	23.09	5.17	0.47	0.47	SOUTH	4	2	0.035	463	137.78	136.84	136.81	135.84	0.0237	1.20	8.16	11.9	0.7	41.80	YES	5.1
	Area 1-2	1.25	1.55	0.30	1.00	25.80	4.64	2.25	2.25	SOUTH	4	2	0.035	160	126.84	120.20	125.84	119.18	0.0431	1.02	8.20	10.4	0.8	38.78	YES	5.3
SYSTEM 2																										
	Area 2-1	0.62	0.62	0.30	1.00	24.19	5.03	0.94	0.94	NORTH	4	2	0.035	47	138.10	137.78	136.90	136.81	0.0062	1.17	7.82	11.6	0.7	20.12	YES	2.6
		0.00	0.62	0.30	1.00	24.19	5.03	0.94	0.94	NORTH	4	2	0.035	469	137.78	126.84	136.81	125.84	0.0235	1.20	8.16	11.9	0.7	41.47	YES	5.1
		0.00	0.62	0.30	1.00	24.19	5.03	0.94	0.94	NORTH	4	2	0.035	155	126.84	120.20	125.84	119.18	0.0422	1.02	8.20	10.4	0.8	38.40	YES	5.2
SYSTEM 3																										
	Area 3-1	0.27	0.27	0.30	1.00	22.94	5.19	0.42	0.42	SOUTH	4	2	0.035	481	138.10	136.72	136.90	133.93	0.0062	2.79	36.64	25.0	1.5	158.19	YES	4.3
		0.00	0.27	0.30	1.00	22.94	5.19	0.42	0.42	SOUTH	4	2	0.035	1066	136.72	134.90	133.93	132.89	0.0010	1.61	13.64	16.3	0.9	16.70	YES	1.2
	Area 3-2	1.18	1.45	0.30	1.00	25.68	4.66	2.11	2.11	SOUTH	4	2	0.035	505	134.60	125.33	132.89	122.17	0.0212	3.16	48.18	28.0	1.6	309.30	YES	6.6
		0.00	1.45	0.30	1.00	25.68	4.66	2.11	2.11	SOUTH	4	2	0.035	287	125.33	124.11	122.17	121.91	0.0010	2.20	23.70	20.1	1.2	36.83	YES	1.5
	Area 3-3	2.19	3.64	0.30	1.00	27.65	4.66	5.09	5.09	SOUTH	4	2	0.035	51	124.11	123.00	121.91	116.76	0.1000	6.24	168.23	53.5	3.1	4665.96	YES	28.9
		0.00	3.64	0.30	1.00	27.65	4.66	5.09	5.09	SOUTH	4	2	0.035	259	123.00	123.00	116.76	116.44	0.0012	6.56	168.23	50.1	3.3	814.77	YES	3.3
SYSTEM 4																										
	Area 4-1	0.28	0.28	0.30	1.00	22.99	5.19	0.44	0.44	NORTH	4	2	0.035	466	138.10	136.72	136.90	133.83	0.0061	2.79	36.64	25.0	1.5	157.37	YES	4.3
	Area 4-2	0.94	1.22	0.30	1.00	25.36	4.90	1.79	1.79	NORTH	4	2	0.035	1063	136.72	134.90	133.93	132.89	0.0010	1.61	13.64	16.3	0.9	16.69	YES	1.2
		0.00	1.22	0.30	1.00	25.36	4.90	1.79	1.79	NORTH	4	2	0.035	511	134.50	125.33	132.89	122.17	0.0210	3.16	48.18	28.0	1.6	307.43	YES	6.6
	Area 4-3	4.85	6.07	0.30	1.00	28.74	4.54	8.27	8.27	NORTH	4	2	0.035	262	125.33	124.11	122.17	121.91	0.0010	2.20	23.70	20.1	1.2	36.49	YES	1.5
		0.00	6.07	0.30	1.00	28.74	4.54	8.27	8.27	NORTH	4	2	0.035	51	124.11	123.00	121.91	116.76	0.1000	6.24	168.23	53.5	3.1	4665.96	YES	28.9
	Area 4-4	1.07	7.14	0.30	1.00	29.14	4.50	9.64	9.64	NORTH	4	2	0.035	264	123.00	123.00	116.76	116.41	0.0013	6.59	186.09	56.3	3.3	644.36	YES	3.4
SYSTEM 5																										
	Area 5-1	0.99	0.99	0.30	1.00	24.98	4.94	1.47	1.47	NORTH	4	2	0.035	225	148.40	143.60	143.40	143.63	0.0085	1.34	8.86	13.0	0.6	28.20	YES	2.9
SYSTEM 6																										
	Area 6-1	0.23	0.23	0.30	1.00	22.72	5.22	0.36	0.36	SOUTH	4	2	0.035	226	148.30	144.68	148.40	143.60	0.0088	1.16	7.70	11.6	0.7	20.28	YES	2.6
SYSTEM 7																										
	Area 7-1	3.24	3.24	0.30	1.00	27.30	4.68	4.55	4.55	NORTH	4	2	0.035	176	143.30	140.44	141.76	138.68	0.0170	1.76	15.86	16.6	1.0	66.71	YES	5.4
		0.00	3.24	0.30	1.00	27.30	4.68	4.55	4.55	NORTH	4	2	0.035	277	140.44	138.80	138.68	138.67	0.0073	1.93	18.76	17.9	1.0	70.15	YES	3.7
SYSTEM 8																										
	Area 8-1	0.45	0.45	0.30	1.00	23.69	5.10	0.69	0.69	SOUTH	4	2	0.035	181	143.30	140.44	141.76	138.68	0.0167	1.76	15.86	16.6	1.0	66.00	YES	5.4
		0.00	0.45	0.30	1.00	23.69	5.10	0.69	0.69	SOUTH	4	2	0.035	281	140.44	138.80	138.68	138.67	0.0072	1.93	18.76	17.9	1.0	69.65	YES	3.7
SYSTEM 9																										
	Area 9-1	1.41	1.41	0.30	1.00	25.62	4.86	2.06	2.06	NORTH	4	2	0.035	382	145.00	138.80	142.94	138.67	0.0173	1.93	18.76	17.9	1.0	103.58	YES	5.5
SYSTEM 10																										
	Area 10-1	0.34	0.34	0.30	1.00	23.27	5.15	0.53	0.53	SOUTH	4	2	0.035	364	140.00	137.80	142.94	136.87	0.0172	1.13	7.37	11.3	0.7	30.91	YES	4.2
SYSTEM 11																										
	Area 11-1	2.97	2.97	0.30	1.00	27.11	4.70	4.19	4.19	NORTH	4	2	0.035	305	145.00	144.87	142.94	142.54	0.0013	2.43	28.46	22.6	1.3	52.09	YES	1.8
		0.00	2.97	0.30	1.00	27.11	4.70	4.19	4.19	NORTH	4	2	0.035	266	144.97	140.74	142.54	138.05	0.0178	2.89	34.32	24.2	1.4	245.00	YES	7.1
	Area 11-2	0.45	3.42	0.30	1.00	27.42	4.67	4.79	4.79	NORTH	4	2	0.035	388	140.74	128.87	138.05	128.03	0.0274	1.84	12.67	14.7	0.9	78.77	YES	6.3
		0.00	3.42	0.30	1.00	27.42	4.67	4.79	4.79	NORTH	4	2	0.035	134	128.57	129.00	128.03	125.66	0.0178	3.32	60.73	29.4	1.7	411.16	YES	6.1
	Area 11-3	1.01	4.43	0.30	1.00	28.00	4.61	6.13	6.13	NORTH	4	2	0.035	92	129.00	124.79	125.66	116.44	0.1000	8.36	295.68	70.9	4.2	10317.65	YES	34.9
		0.00	4.43	0.30	1.00	28.00	4.61	6.13	6.13	NORTH	4	2	0.035	134	124.79	123.00	116.44	116.27	0.0013	6.73	194.83	57.5	3.4	666.22	YES	3.4
SYSTEM 12																										
	Area 12-1	0.90	0.90	0.30	1.00	24.82	4.98	1.34	1.34	SOUTH	4	2	0.035	309	145.00	144.37	142.94	142.54	0.0013	1.83	17.08	17.1	1.0	26.25	YES	1.5
		0.00	0.90	0.30	1.00	24.82	4.98	1.34	1.34	SOUTH	4	2	0.035	255	144.37	140.44	142.54	139.05	0.0178	2.39	27.83	21.7	1.3	183.39	YES	6.6
		0.00	0.90	0.30	1.00	24.82	4.98	1.34	1.34	SOUTH	4	2	0.035	388	140.44	131.71	139.05	128.03	0.0274	3.88	61.63	32.3	1.9	685.88	YES	10.8
	Area 12-2	0.83	1.73	0.30	1.00	28.01	4.82	2.50	2.50	SOUTH	4	2	0.035	134	131.71	129.00	128.03	125.66	0.0175	3.32	60.73	29.4	1.7	411.16	YES	6.1
		0.00	1.73	0.30	1.00	28.01	4.82	2.50	2.50	SOUTH	4	2	0.035	92	129.00	125.66	116.44	116.09	0.1000	9.16	353.94	77.5	4.6	13119.47	YES	37.1
		0.00	1.73	0.30	1.00	28.01	4.82	2.50	2.50	SOUTH	4	2	0.035	134	125.66	123.00	116.44	116.29	0.0011	6.71	193.82	57.3	3.4	621.02	YES	3.2

*High Bank is the lowest of the subgrade, which is equal in elevation to the interior roadside ditch high bank, natural ground, or the outside roadside ditch high bank not including the 4:1 transition to natural grade (3' max depth to flowline)
**Average slope
***Represents the shallowest channel depth along that particular run of roadside ditch due to natural ground varying drastically over the course of a single run

100 YEAR DRAINAGE CULVERT CALCULATIONS

Drainage Area	Area	Total Area	C Factor	tc	I (100 yr)	Cf Factor	Q (100 yr)	Add'l Q	Total Q	Reach	Box Span in.	Pipe size in.	No. Pipes	Length	Slope %	n	Capacity Q c.f.s.	Design V f.p.s.	Slope Fall ft.	Friction Loss ft.	Flowline upstrm. elev.	Flowline dnstrm. elev.	Tailwater	Top of Pvmt Elev.	Actual V f.p.s.	H.G.L. Slope %	V ft
	ac.	ac.		min.		Factor	c.f.s.	c.f.s.	c.f.s.	ft.																	
AREA A	4.85	4.85	0.30	28.11	7.11	1.23	12.39	0.00	12.39	37		24	1	R.C.P.	0.35%	0.013	13.38	4.3	0.200	0.118	136.72	136.59	136.81	140.95	3.9	0.288	2
AREA B	1.84	1.84	0.30	28.34	7.09	1.23	5.37	0.00	5.37	48		18	1	R.C.P.	0.30%	0.013	8.75	3.3	0.200	0.120	141.47	141.33	142.91	146.45	3.0	0.209	1.6

WC 5 YR

b_{in}	77
d_{in}	8.1
e_{in}	0.785

WC 100 YR

b_{in}	92
d_{in}	8
e_{in}	0.714

RECORD DRAWING

I CERTIFY THAT THE ENGINEERING IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION AND GRADE ARE IN THE CONSTRUCTION WAS IN FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS

SIGNED _____ DATE _____

DATE	REVISION

LJA Engineering, Inc.
FIRM # Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713 953
Fax 713 953
FIRM

FORT BEND COUNTY MUD NO. 213

TWINWOOD PARKWAY PHASE 1A SEGMENT C

DRAINAGE CALCULATIONS

Job Number: 2777.1042 | Scale: NONE | Sheet: 5 of 27
Date: MARCH 2020
Drawn By: SJD
Check By: MB

2100530 01/13/2021 02:13:24 PM Page 4 of 104

TWINWOOD PARKWAY PHASE 1A SEGMENT C No. 2777-1040

Item 30.

2100530 01/13/2021 02:13:21 PM Page 3 of 104

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040

RECORD DRAWING

FORT BEND COUNTY MUD NO 213

TWINWOOD PARKWAY PHASE 1A, SEGMENT E

DETENTION SUMMARY

AREA	DETENTION AREA (AC)	WSEL (ELEVATION IN FT, NAVD88)	100-YEAR WATER SURFACE ELEVATION (FT, NAVD88)	DETENTION VOLUME REQUIRED IN POND (AC-FT)	DETENTION VOLUME PROVIDED (AC-FT) WITH 0.5 FT FREEBOARD
NW	10.07	113.5	121.28	2.02	3.30
NE	10.77	113.5	117.97	0.46	0.40
SW	3.84	113.5	123.00	1.78	0.49
SE	2.75	113.5	120.47	1.40	0.17

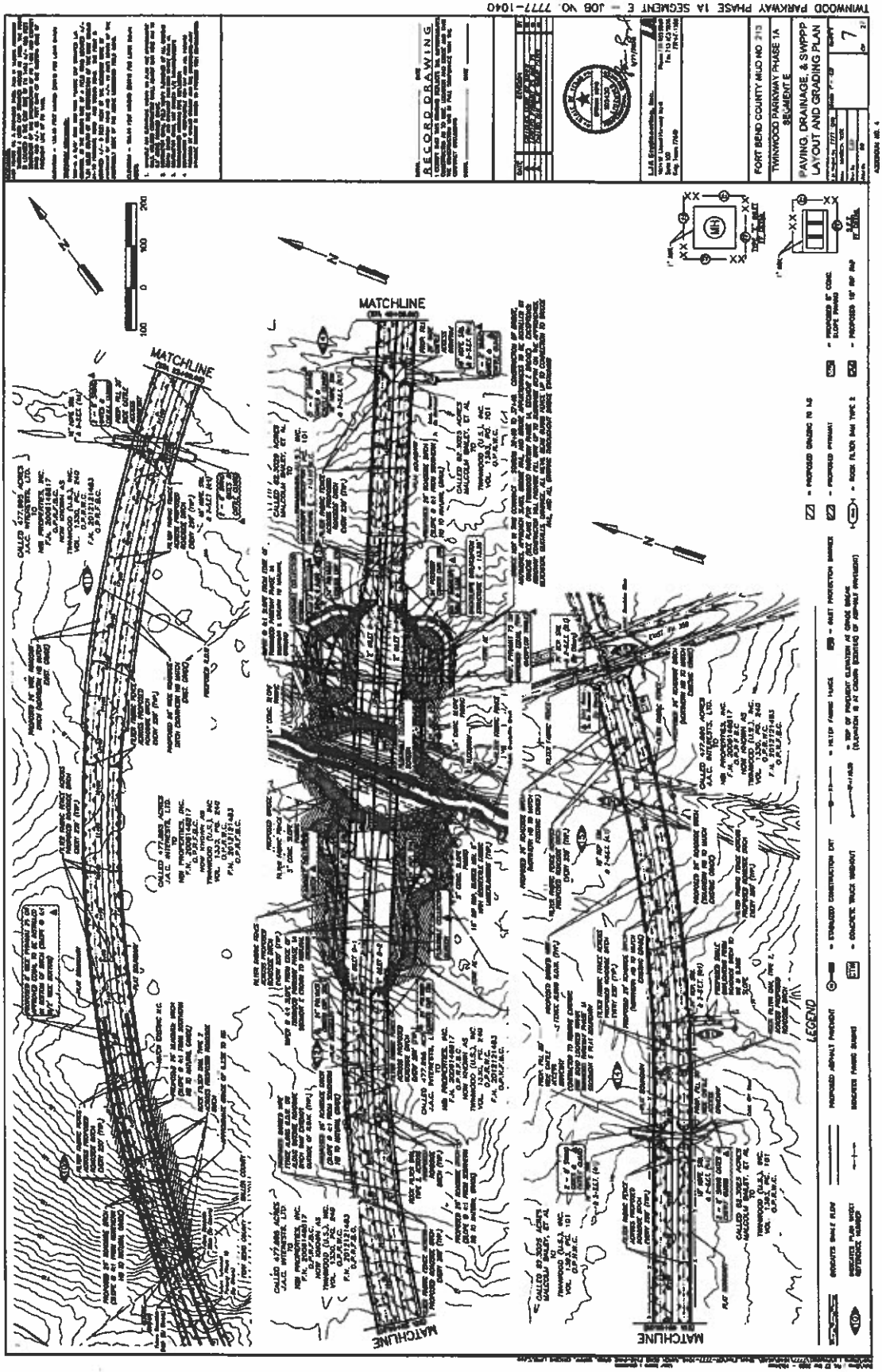
DETENTION VOLUME REQUIRED (AC-FT)	DETENTION VOLUME PROVIDED (AC-FT)
7.99	8.62

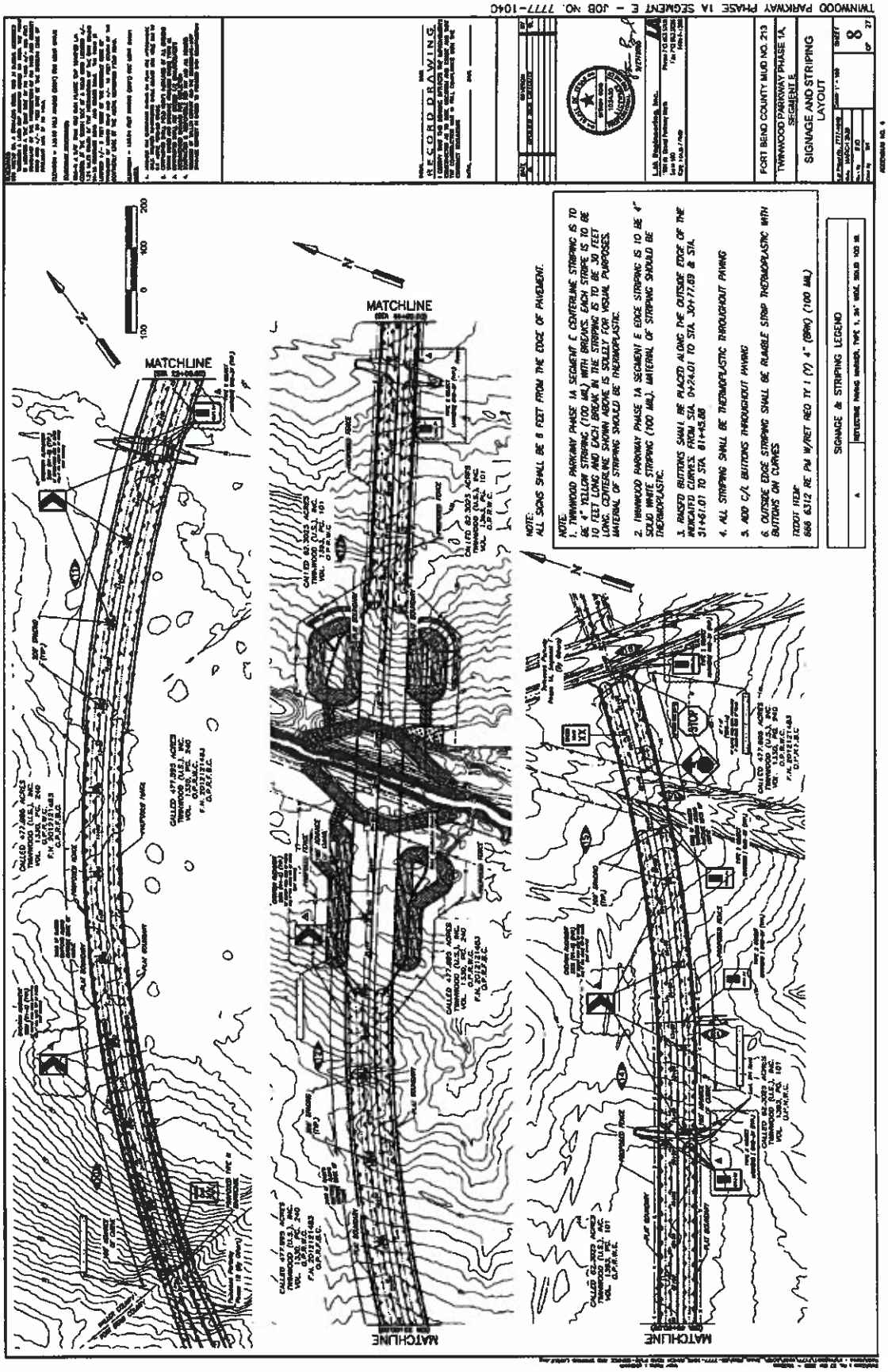
NOTE: DETENTION SUMMARY IS BASED ON TWINWOOD PARKWAY PHASE 1A, SEGMENT E DRAINAGE IMPACT ANALYSIS DATED MAY 4, 2019 SIGNED AND SEALED BY CAROLYN GILLIGAN, PE AND AS AMENDED BY DETENTION MEMO DATED MARCH 27, 2020 SEALED BY CAROLYN GILLIGAN, PE.

LEGEND

N

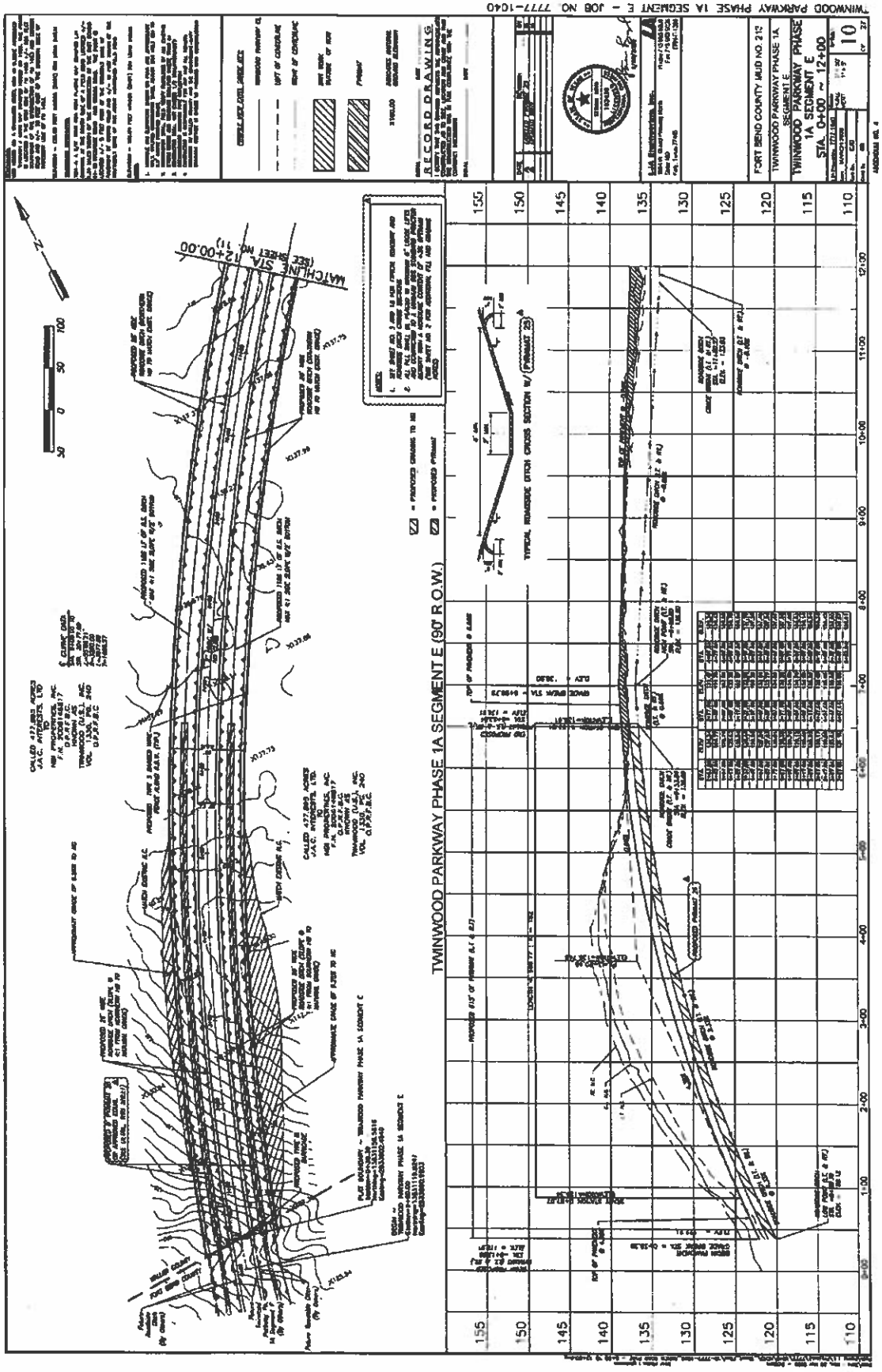
400 0 400 800

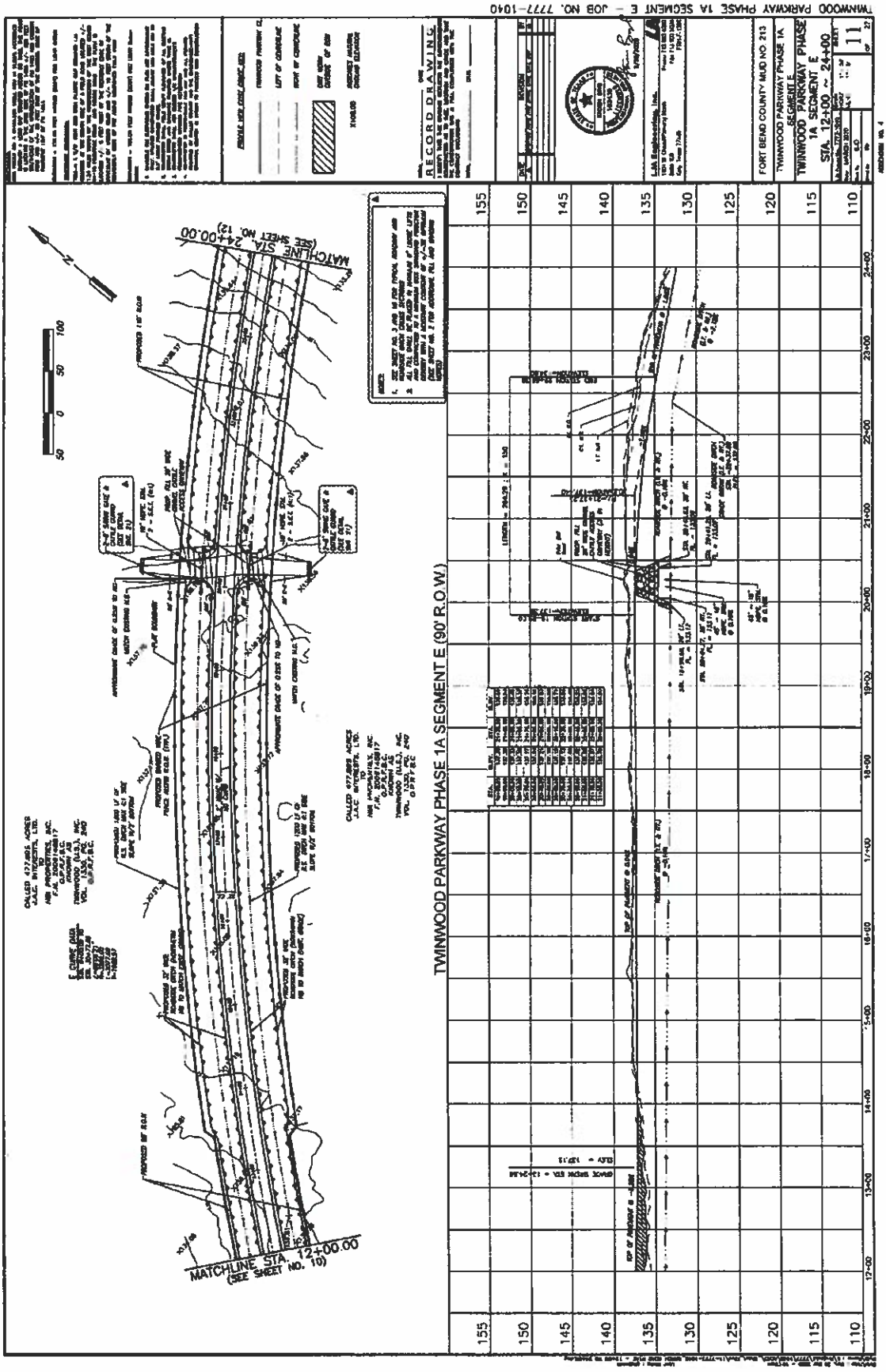

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A SEGMENT E
PAVING, DRAINAGE, & SWPPP LAYOUT AND GRADING PLAN
MATCHLINE
MATCHLINE
MATCHLINE
LEGEND

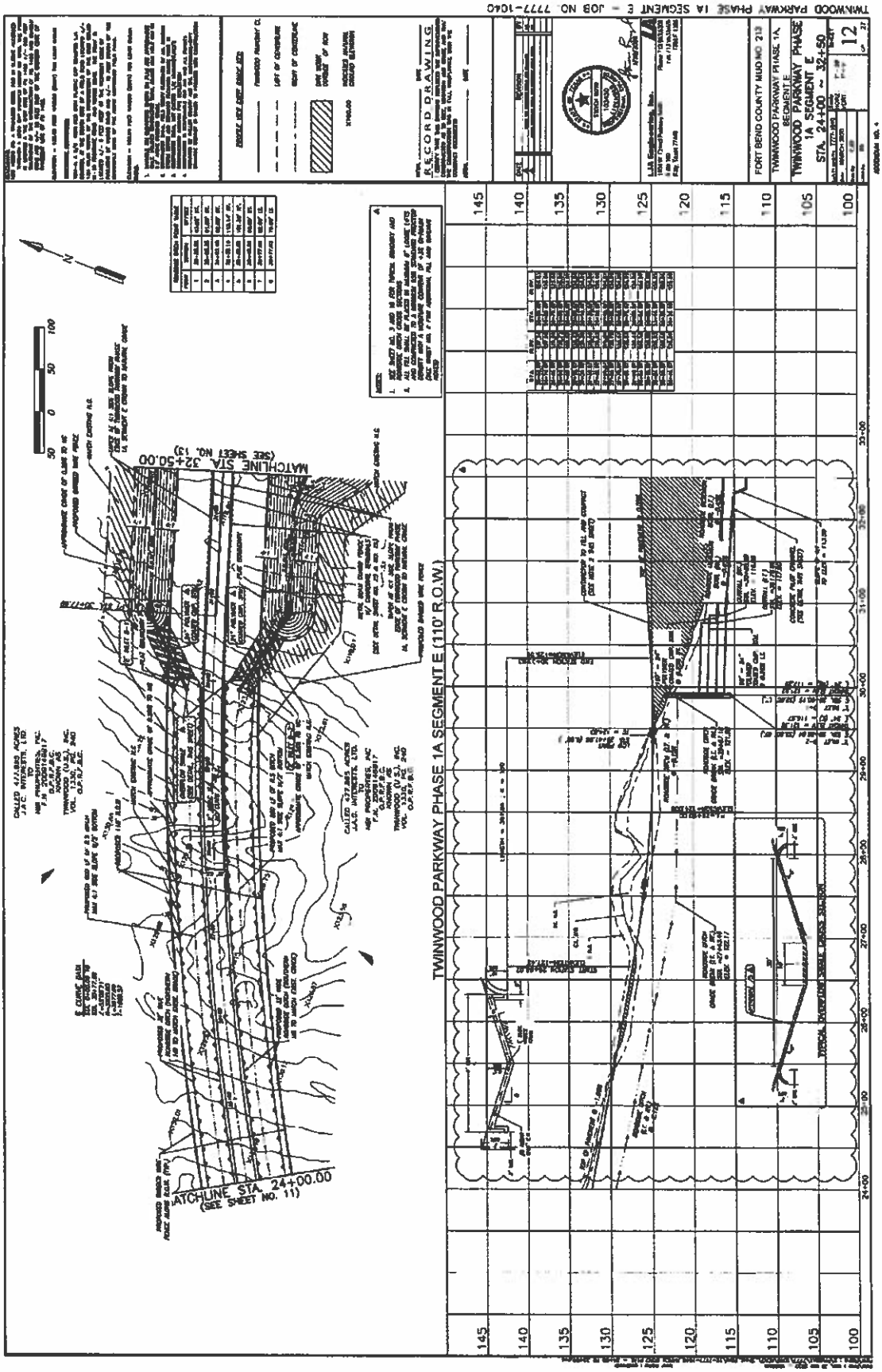

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040
RECORD DRAWING
SIGNAGE AND STRIPING LAYOUT
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
FORT BEND COUNTY MUD NO. 213
MATCHLINE
NOTE:
1. TWINWOOD PARKWAY PHASE 1A SEGMENT E CENTERLINE STRIPING IS TO BE 4" YELLOW STRIPING (100 MIL), WITH BREAKS. EACH STRIPE IS TO BE 10 FEET LONG AND EACH BREAK IN THE STRIPING IS TO BE 30 FEET LONG. CENTERLINE SHOWN ABOVE IS SOLELY FOR VISUAL PURPOSES. MATERIAL OF STRIPING SHOULD BE THERMOPLASTIC.
2. TWINWOOD PARKWAY PHASE 1A SEGMENT E EDGE STRIPING IS TO BE 4" SOLID WHITE STRIPING (100 MIL). MATERIAL OF STRIPING SHOULD BE THERMOPLASTIC.
3. RAISED BUTTONS SHALL BE PLACED ALONG THE OUTSIDE EDGE OF THE INDICATED CURVES, FROM STA. 0+24.01 TO STA. 30+17.69 & STA. 31+61.01 TO STA. 81+45.88
4. ALL STRIPING SHALL BE THERMOPLASTIC THROUGHOUT PAVING
5. ADD C/L BUTTONS THROUGHOUT PAVING
6. OUTSIDE EDGE STRIPING SHALL BE RUMBLE STRIP THERMOPLASTIC WITH BUTTONS ON CURVES
TXDOT YEAR
666 6312 RE PM W/RET RED TY I (Y) 4" (BRK) (100 MIL)
NOTE:
ALL SIGNS SHALL BE 6 FEET FROM THE EDGE OF PAVEMENT.
SIGNAGE & STRIPING LEGEND
STOP
SHEET 8 OF 27

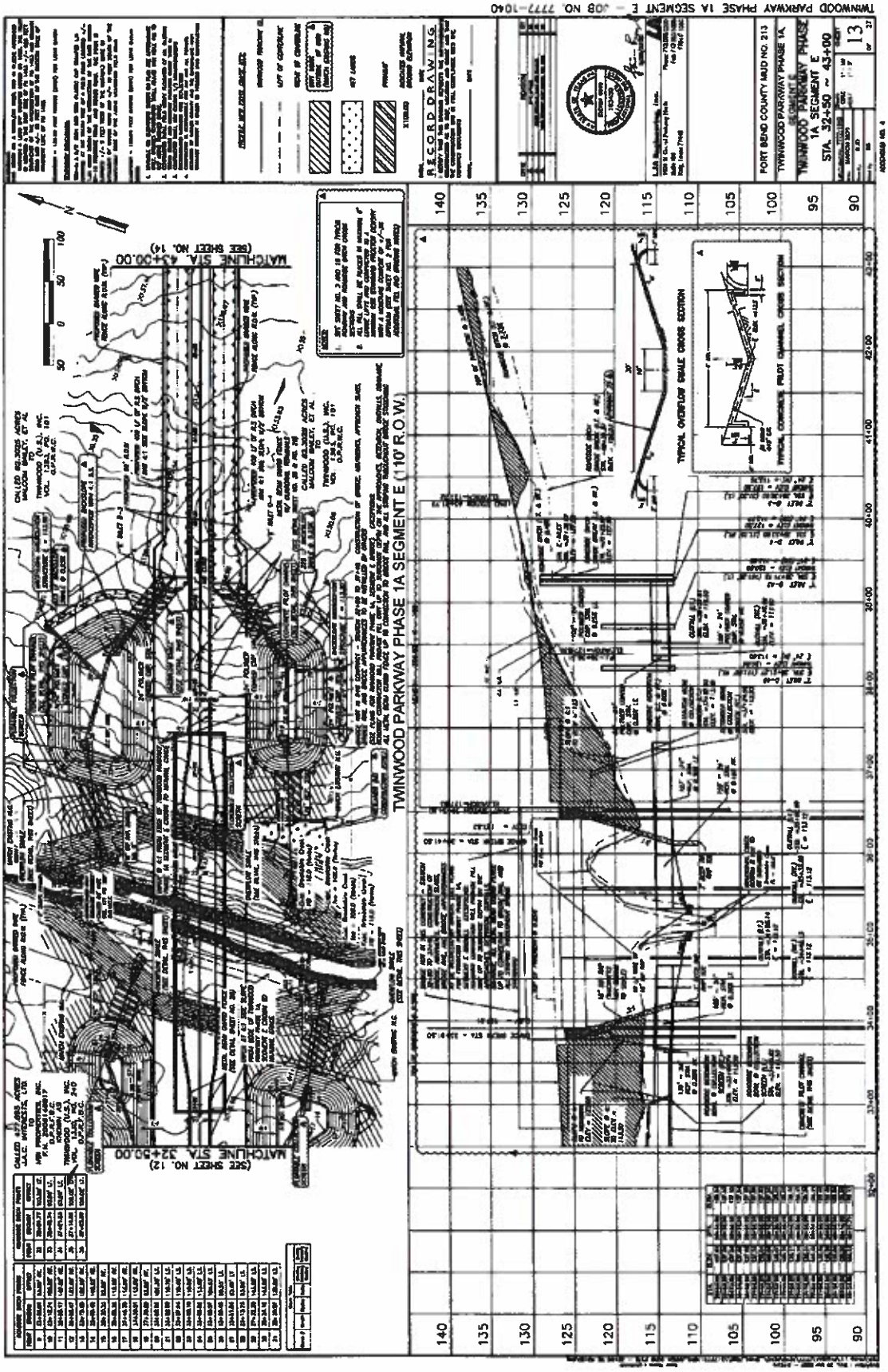
TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
PROJECT STAGING & WORK AREA
TWINWOOD PARKWAY PHASE 1A SEGMENT E
FORT BEND COUNTY MUD NO 213
RECORD DRAWING
LEGEND
NOTE: CONTRACTOR MAY NOT USE ANY PROPERTY OF THE OWNER OUTSIDE THE STAGING AND WORK AREAS DESIGNATED ON THIS PLAN SHEET WITHOUT WRITTEN APPROVAL
NOTE: CONTRACTOR SHALL NOT CHANGE EXISTING TREES WITHIN STAGING AREAS
WARNING NOTES
STAGING AREA
WORK AREA

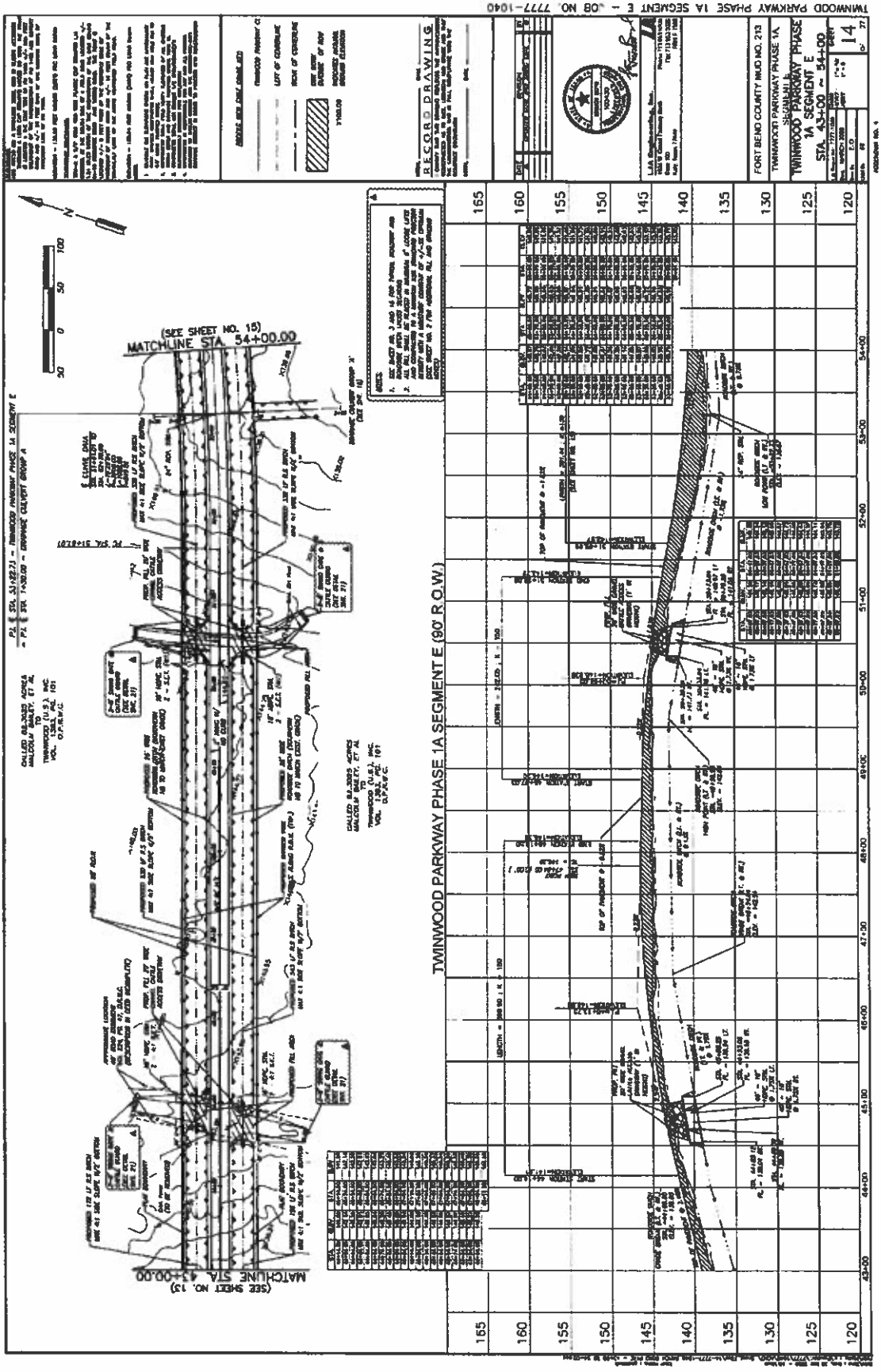
LEGEND
PROPERTY LEASED TO TENANT 1
PROPERTY LEASED TO TENANT 2
TWINWOOD OWNERSHIP
N
300
0
300
359
TENANT 2
TENANT 1
OUT TRACT
TENANT 2
TENANT 2
RECORD DRAWING
PROPERTY OWNERSHIP MAP
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A
SEGMENT E
ADDENDUM NO. 4
9A
TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040

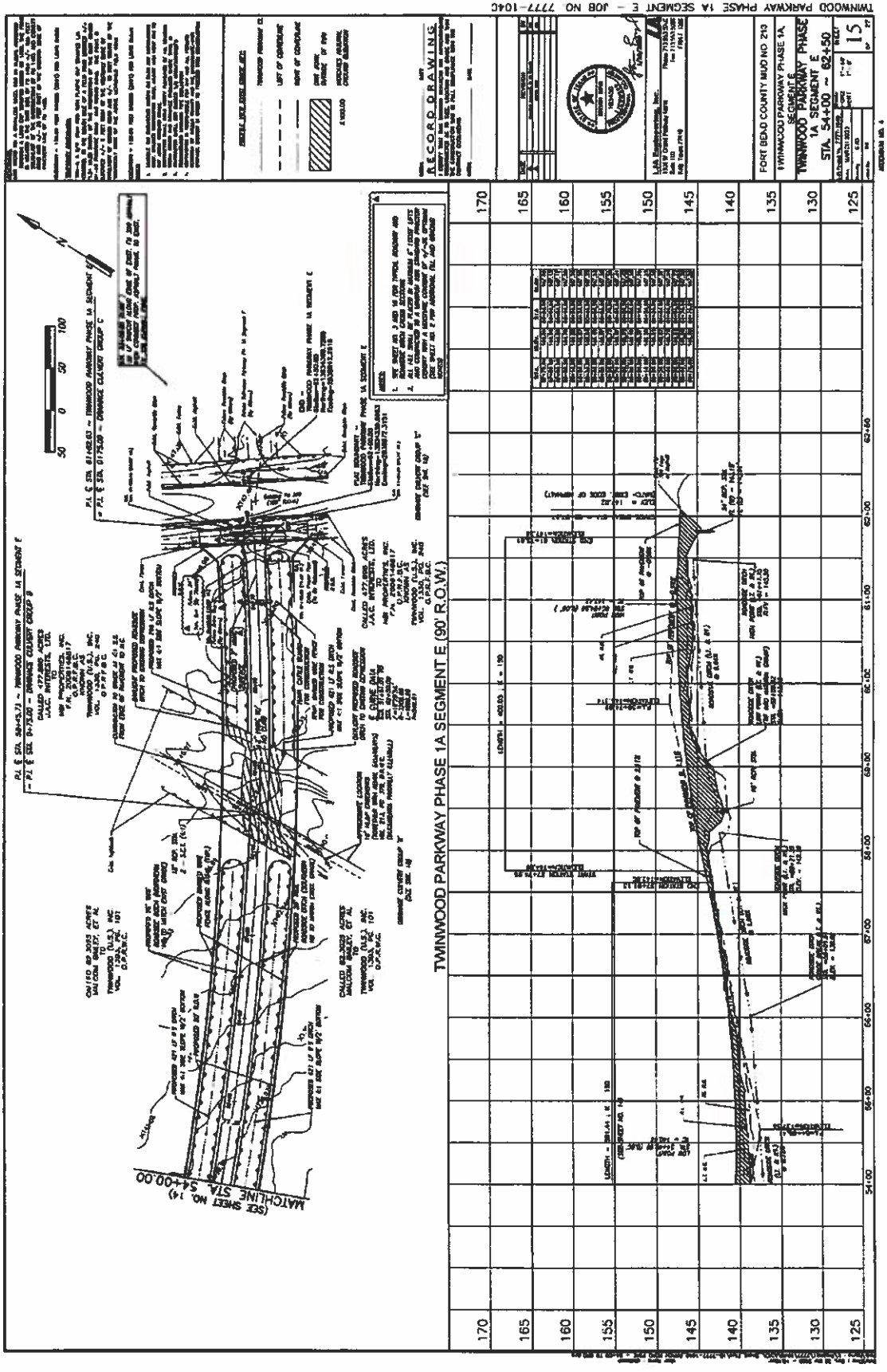

TWINWOOD PARKWAY PHASE 1A SEGMENT E (90' R.O.W.)
TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
RECORD DRAWINGS
FORT BEND COUNTY MUD NO. 212
TWINWOOD PARKWAY PHASE 1A SEGMENT E
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 0+00 ~ 12+00
MATCHLINE STA. 12+00.00
(SEE SHEET NO. 11)

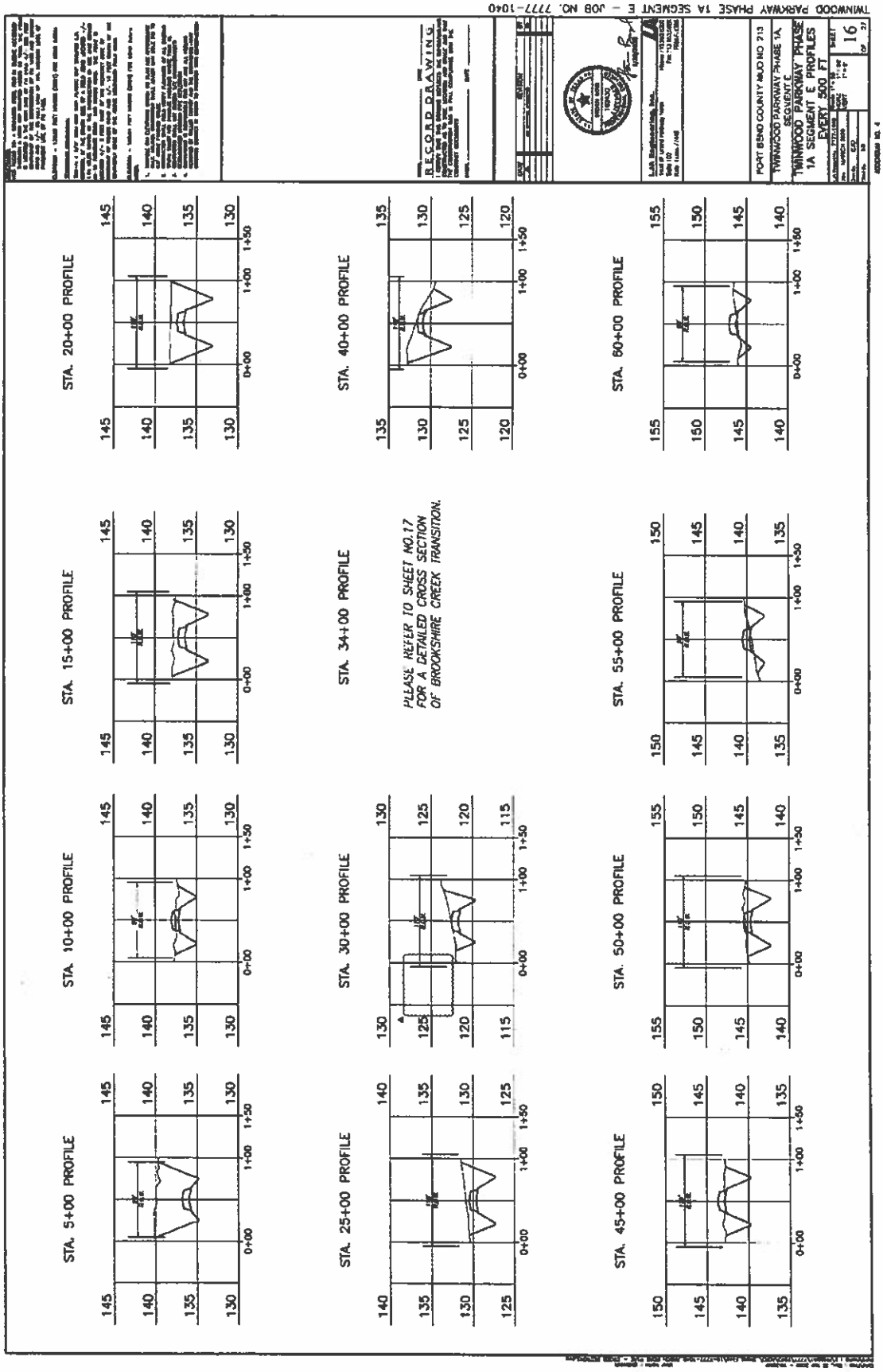

TWINWOOD PARKWAY PHASE 1A SEGMENT E (90' R.O.W.)
MATCHLINE STA. 12+00.00 (SEE SHEET NO. 10)
MATCHLINE STA. 24+00.00 (SEE SHEET NO. 12)
RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 12+00 ~ 24+00
FORT BEND COUNTY MUD NO. 213
LJA Engineering, Inc.
TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040

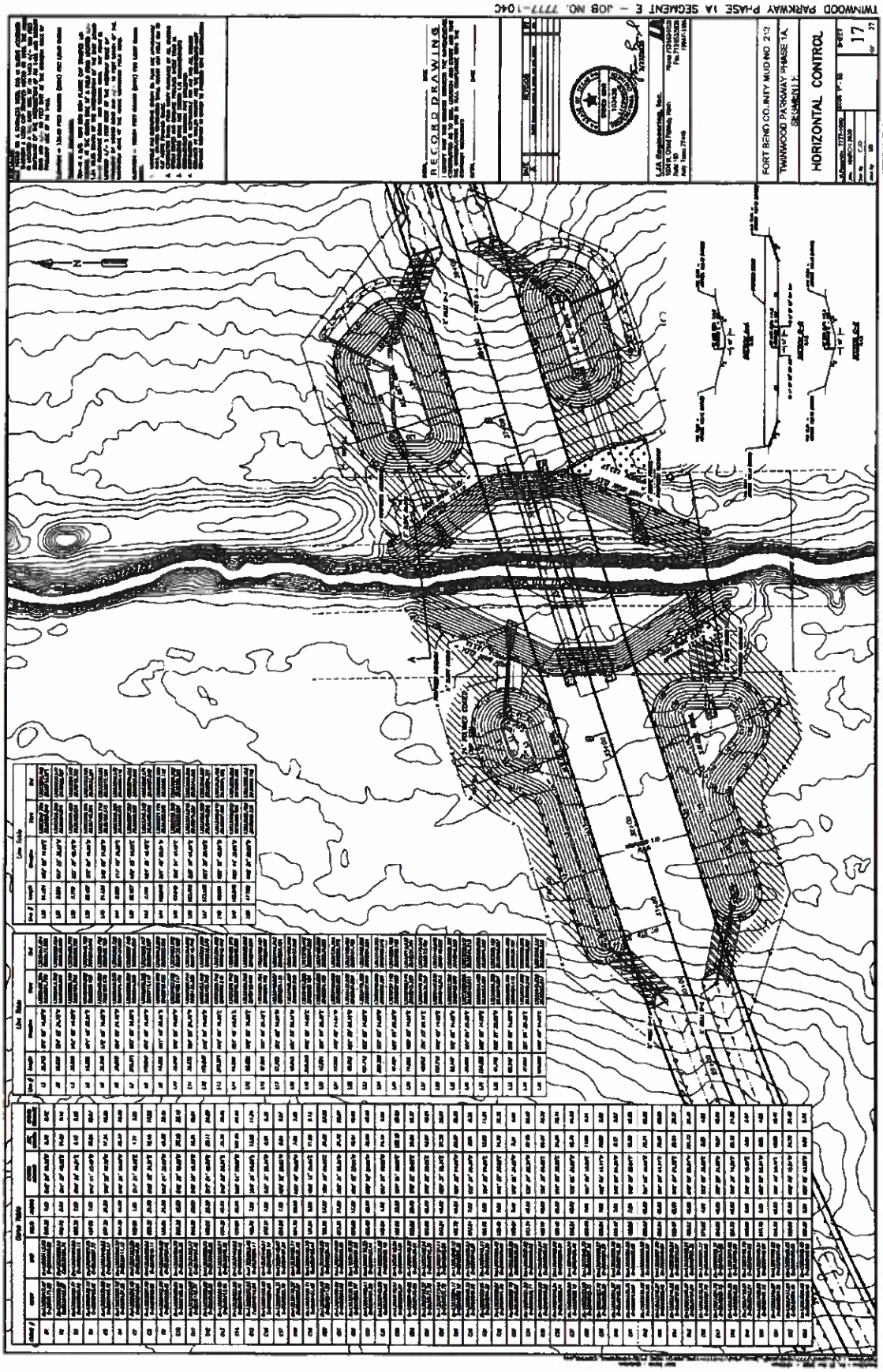

TWINWOOD PARKWAY PHASE 1A SEGMENT E (110' R.O.W.)
MATCHLINE STA. 32+50.00
(SEE SHEET NO. 13)
MATCHLINE STA. 24+00.00
(SEE SHEET NO. 11)
AS-RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 24+00 ~ 32+50
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
LJA Engineering, Inc.
TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040

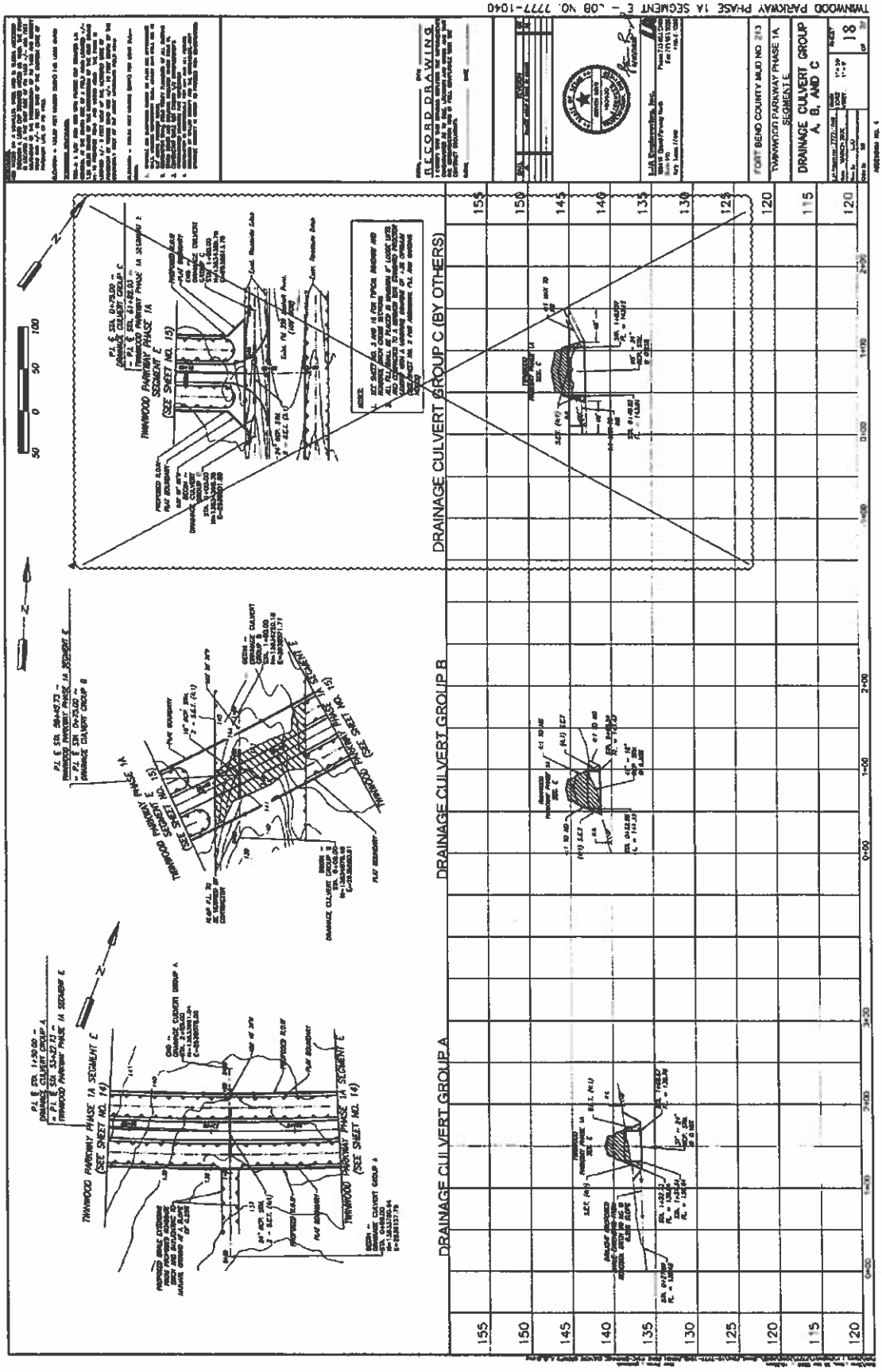

TWINWOOD PARKWAY PHASE 1A SEGMENT E (110' R.O.W.)
RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 32+50 ~ 43+00
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
TYPICAL OVERFLOW SWALE CROSS SECTION
MATCHLINE STA. 32+50.00
(SEE SHEET NO. 12)
MATCHLINE STA. 43+00.00
(SEE SHEET NO. 14)


TWINWOOD PARKWAY PHASE 1A SEGMENT E (90' R.O.W.)
(SEE SHEET NO. 15)
MATCHLINE STA. 54+00.00
MATCHLINE STA. 43+00.00
(SEE SHEET NO. 13)
RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 43+00 ~ 54+00
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
SHEET NO. 14


TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-104C
AS-RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STA. 54+00 ~ 62+50
FORT BEND COUNTY MUD NO. 219
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
TWINWOOD PARKWAY PHASE 1A SEGMENT E (90' R.O.W.)
MATCHLINE STA. 54+00.00
(SEE SHEET NO. 14)

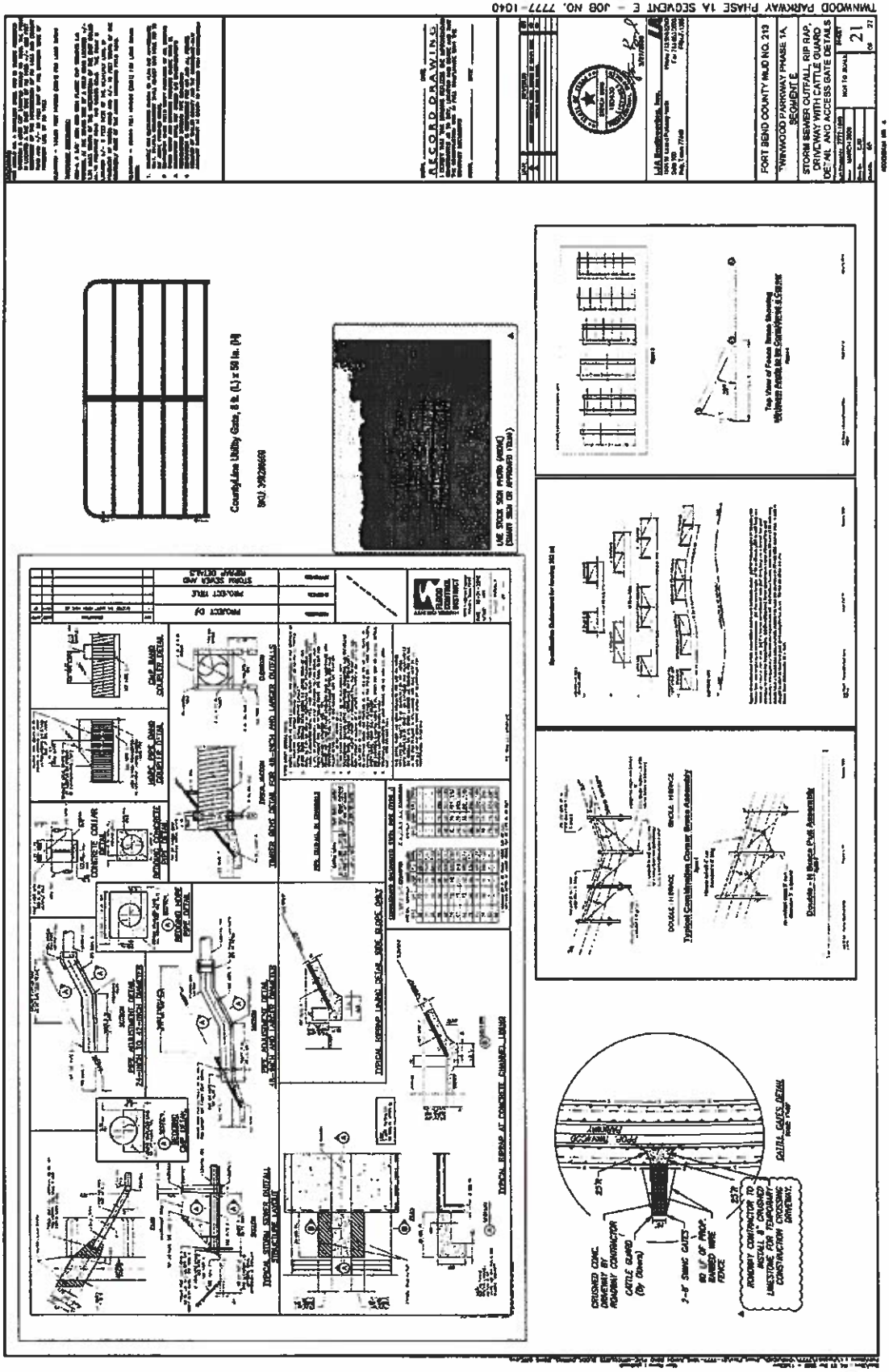

STA. 5+00 PROFILE
STA. 10+00 PROFILE
STA. 15+00 PROFILE
STA. 20+00 PROFILE
STA. 25+00 PROFILE
STA. 30+00 PROFILE
STA. 34+00 PROFILE
STA. 40+00 PROFILE
STA. 45+00 PROFILE
STA. 50+00 PROFILE
STA. 55+00 PROFILE
STA. 60+00 PROFILE
PLEASE REFER TO SHEET NO.17 FOR A DETAILED CROSS SECTION OF BROOKSHIRE CREEK TRANSITION.
RECORD DRAWING
TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A
1A SEGMENT E PROFILES
EVERY 500 FT
SHEET 16

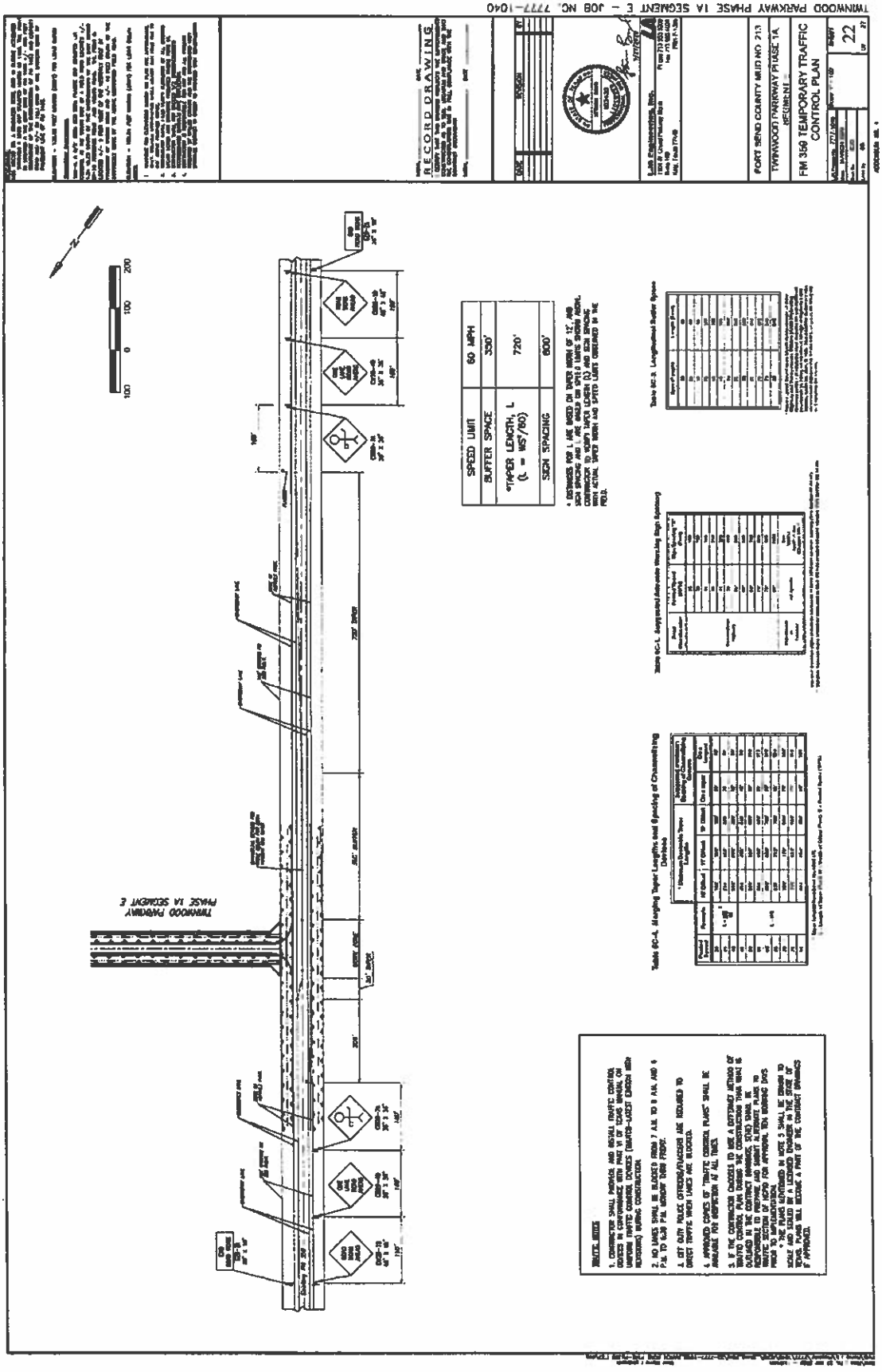

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-104
RECORD DRAWINGS
HORIZONTAL CONTROL
TWINWOOD PARKWAY PHASE 1A
FORT BEND COUNTY MUD NO 212
L&A Engineering, Inc.
17

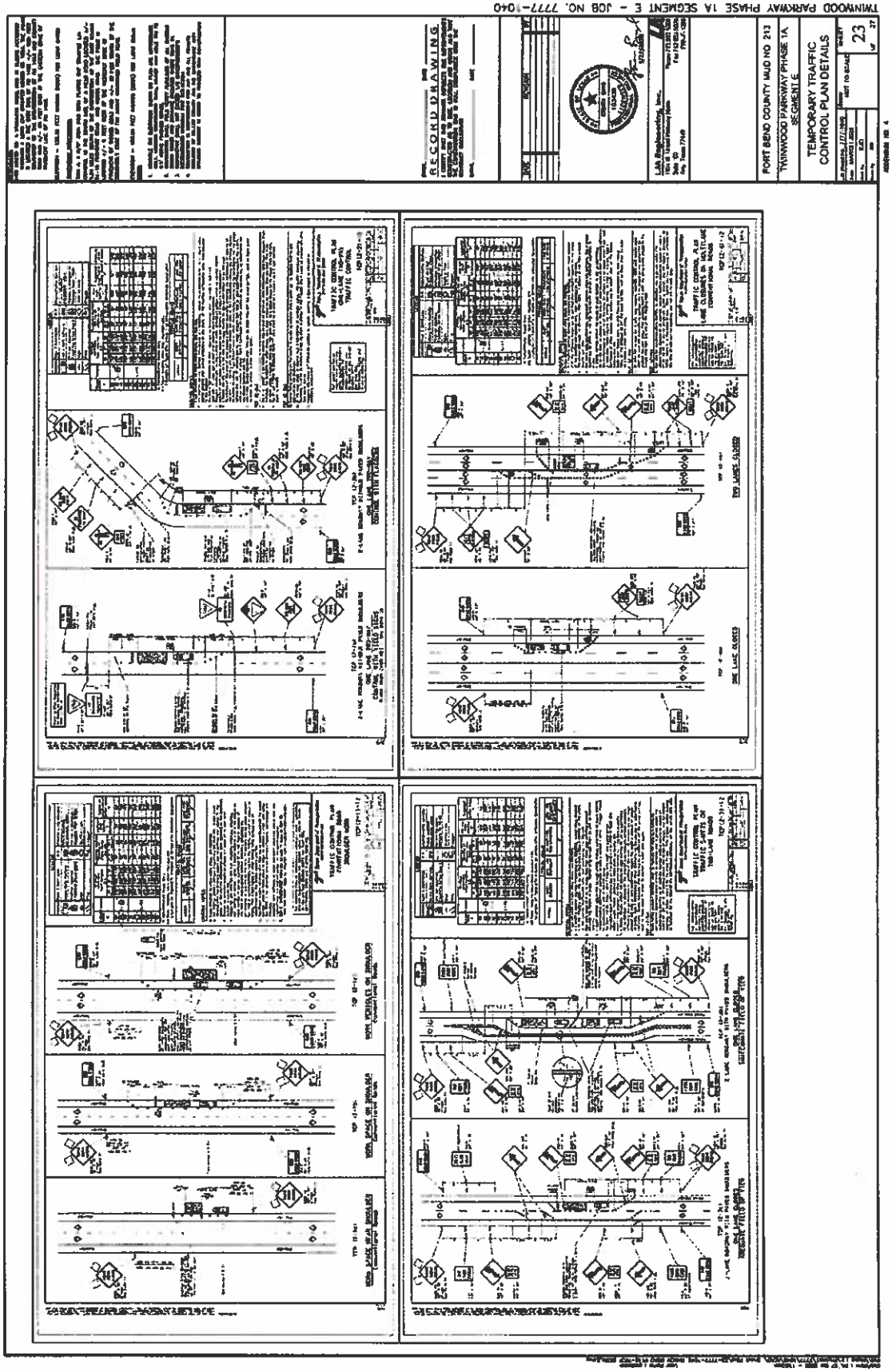

TWINWOOD PARKWAY PHASE 1A SEGMENT E - SHEET NO. 7777-1040
RECORD DRAWING
DRAINAGE CULVERT GROUP A, B, AND C
TWINWOOD PARKWAY PHASE 1A SEGMENT E
FORT BEND COUNTY MUD NO 213
DRAINAGE CULVERT GROUP A
DRAINAGE CULVERT GROUP B
DRAINAGE CULVERT GROUP C (BY OTHERS)

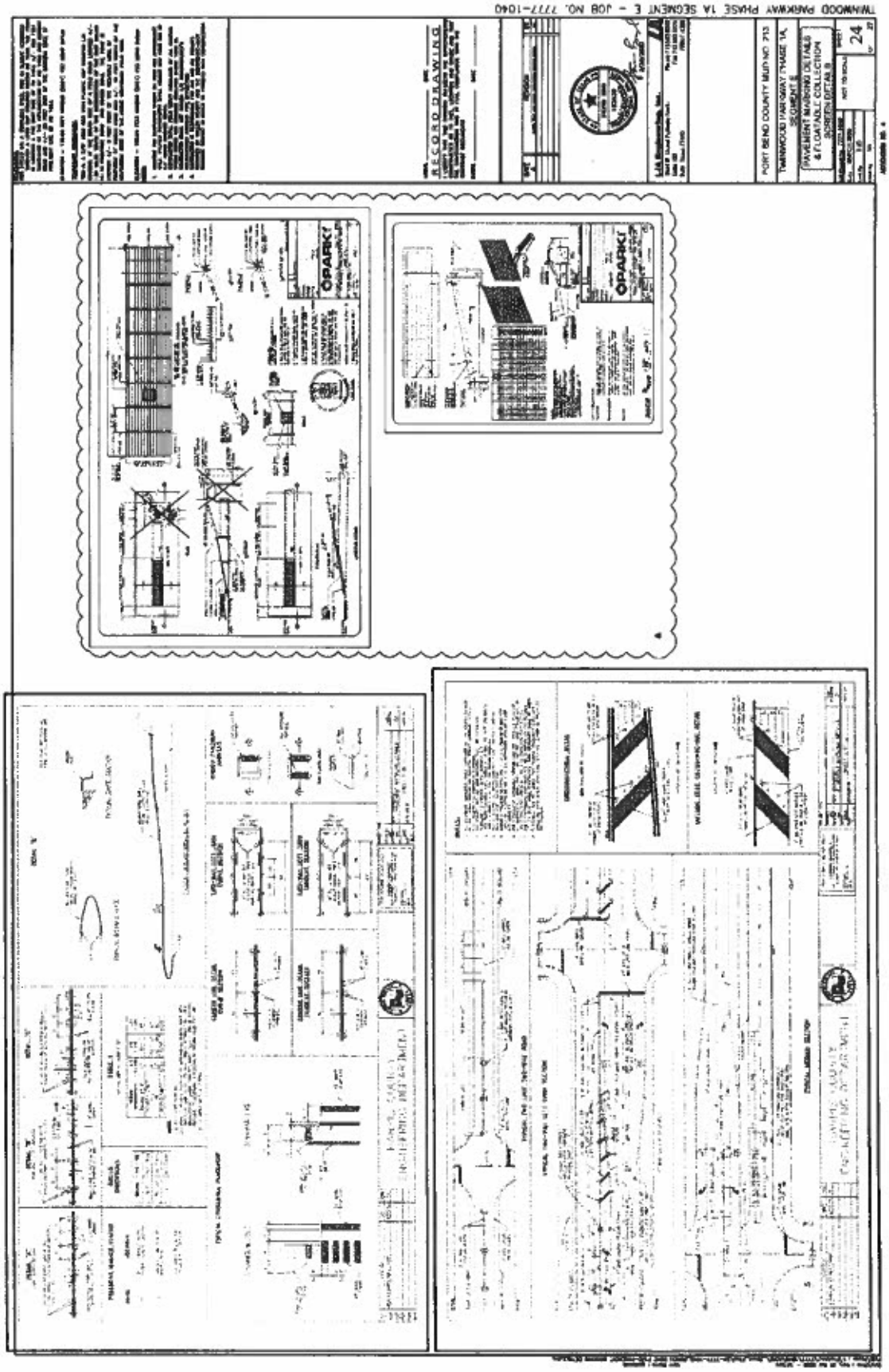
TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
SEGMENT E
PAVING AND STORM WATER
POLLUTION PREVENTION PLAN
(SWPPP) DETAILS
19
TYPICAL ROADWAY SECTION
FBC-077
FORT BEND COUNTY ENGINEERING DEPARTMENT
SILT BARRIER FENCE
STABILIZED CONSTRUCTION EXIT
ROCK FILTER DAM

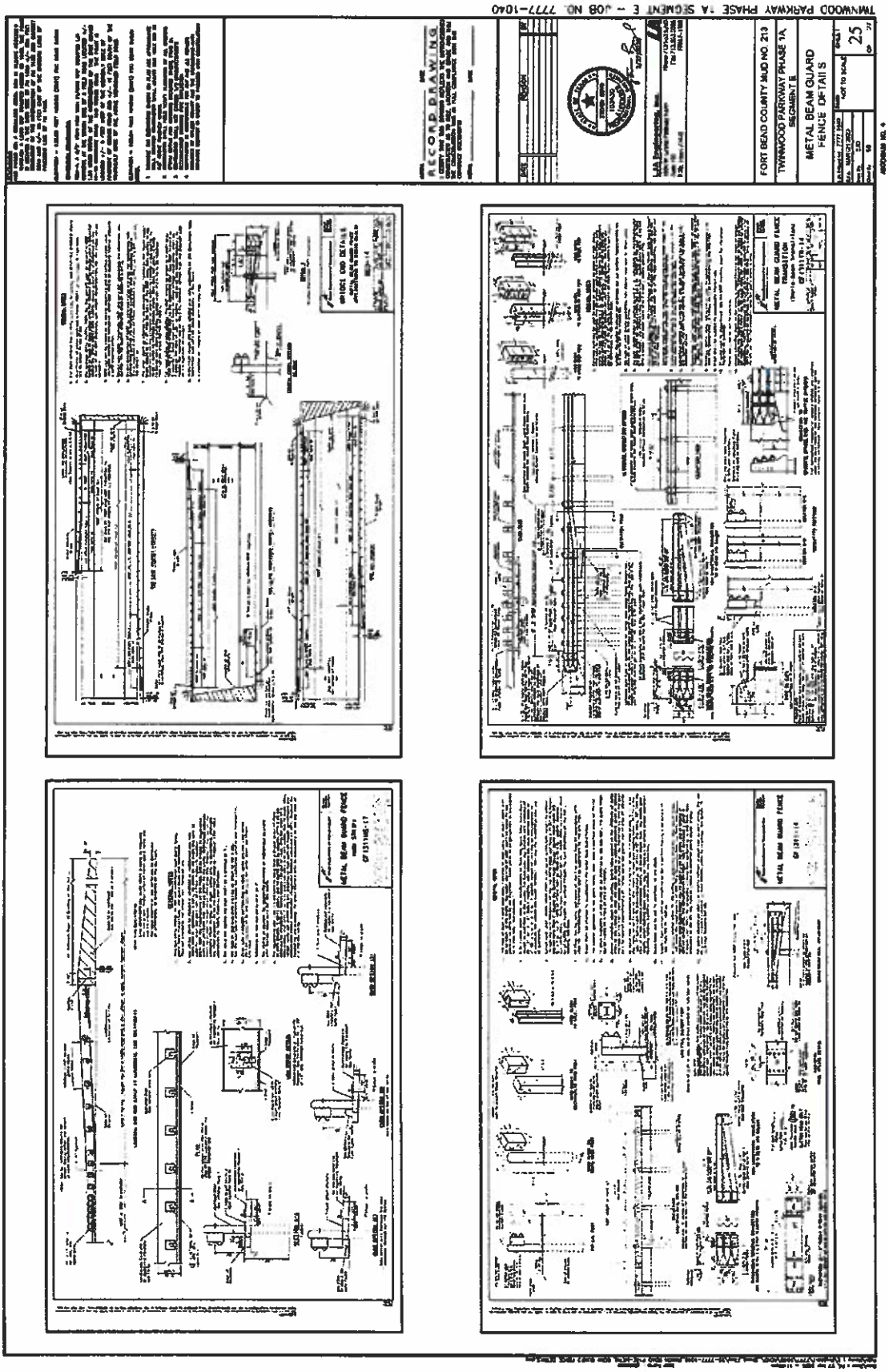
TWINWOOD PARKWAY PHASE 1A SECTION E - JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STORM SEWER DETAILS
20
STORM SEWER CRUSHED STONE FOUNDATION FOR DRY STABLE TRENCH
STORM SEWER (CHANNEL) STONE FOUNDATION FOR WET STABLE TRENCH
PRECAST CONCRETE BOX STORM SEWER BEDDING AND BACKFILL FOR WET STABLE TRENCH
PRECAST CONCRETE BOX STORM SEWER BEDDING AND BACKFILL FOR DRY STABLE TRENCH
SAFETY END TREATMENT DETAIL

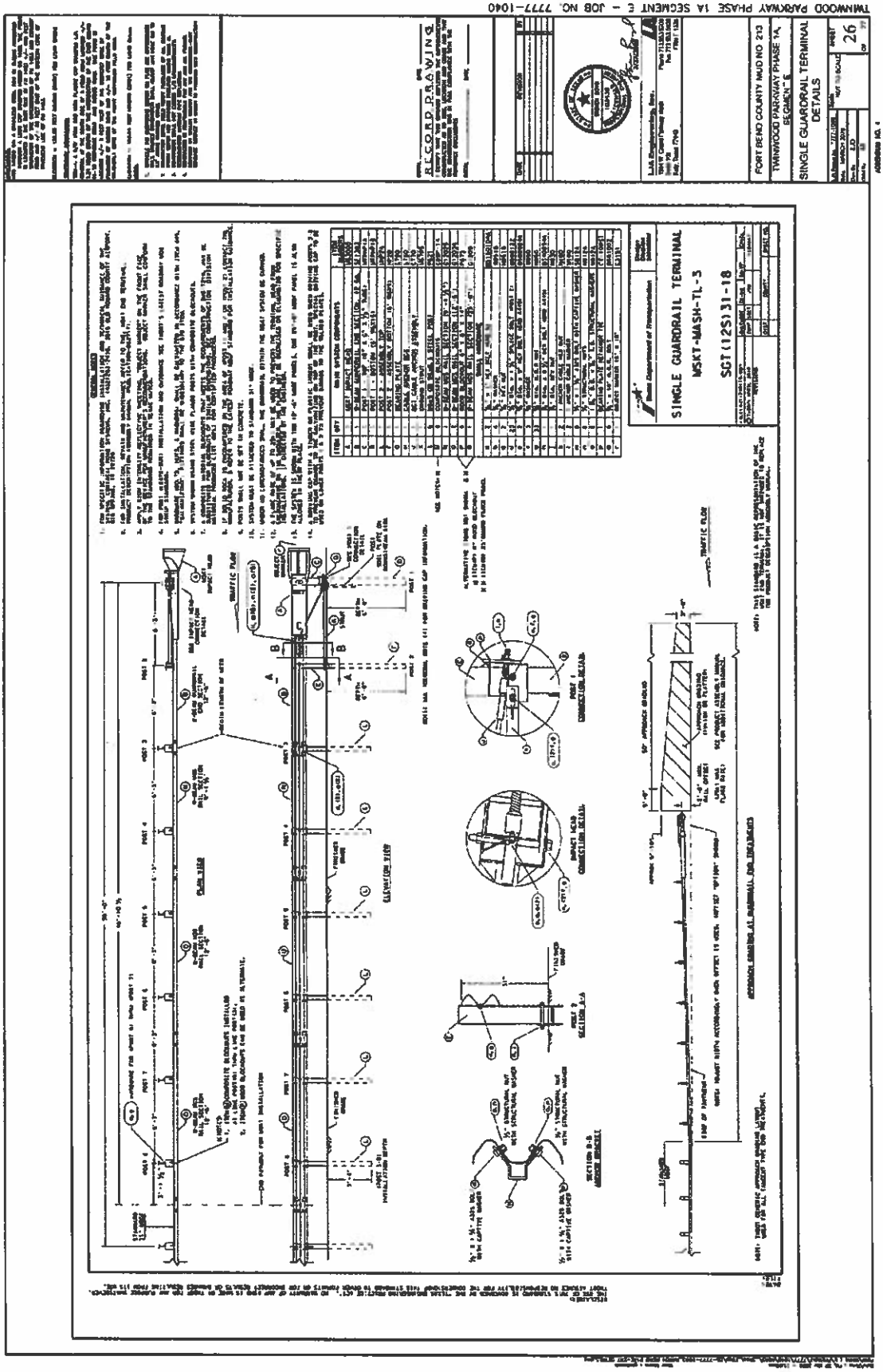

TWINWOOD PARKWAY PHASE 1A SECTION E - JOB NO. 7777-1040
FORT BEND COUNTY MUD NO. 219
TWINWOOD PARKWAY PHASE 1A SEGMENT E
STORM SEWER OUTFALL, RIP RAP, DRIVEWAY WITH CATTLE GUARD DETAIL AND ACCESS GATE DETAILS
21
AS-BUILT DRAWINGS
County Line Utility Gate, 8 ft. (L) x 50 in. (H)
SKU: XRGN650
USE STOCK SIGN PHOTO (ABOVE) (SMART SIGN OR APPROVED YOUR)
Typical Construction Cattle Guard Assembly
Double - H Beam Post Assembly
DESIGNED CONC. ENTRANCE BY ASSURANT CONTRACTOR
CATTLE GUARD (By Others)
3'-0" SWING GATES
60 LF OF PROP. BARBED WIRE FENCE
ROADWAY CONTRACTOR TO INSTALL 4" CRUSHED LIMESTONE FOR TEMPORARY CONSTRUCTION CROSSING DRIVEWAY.
CATTLE GUARD DETAIL

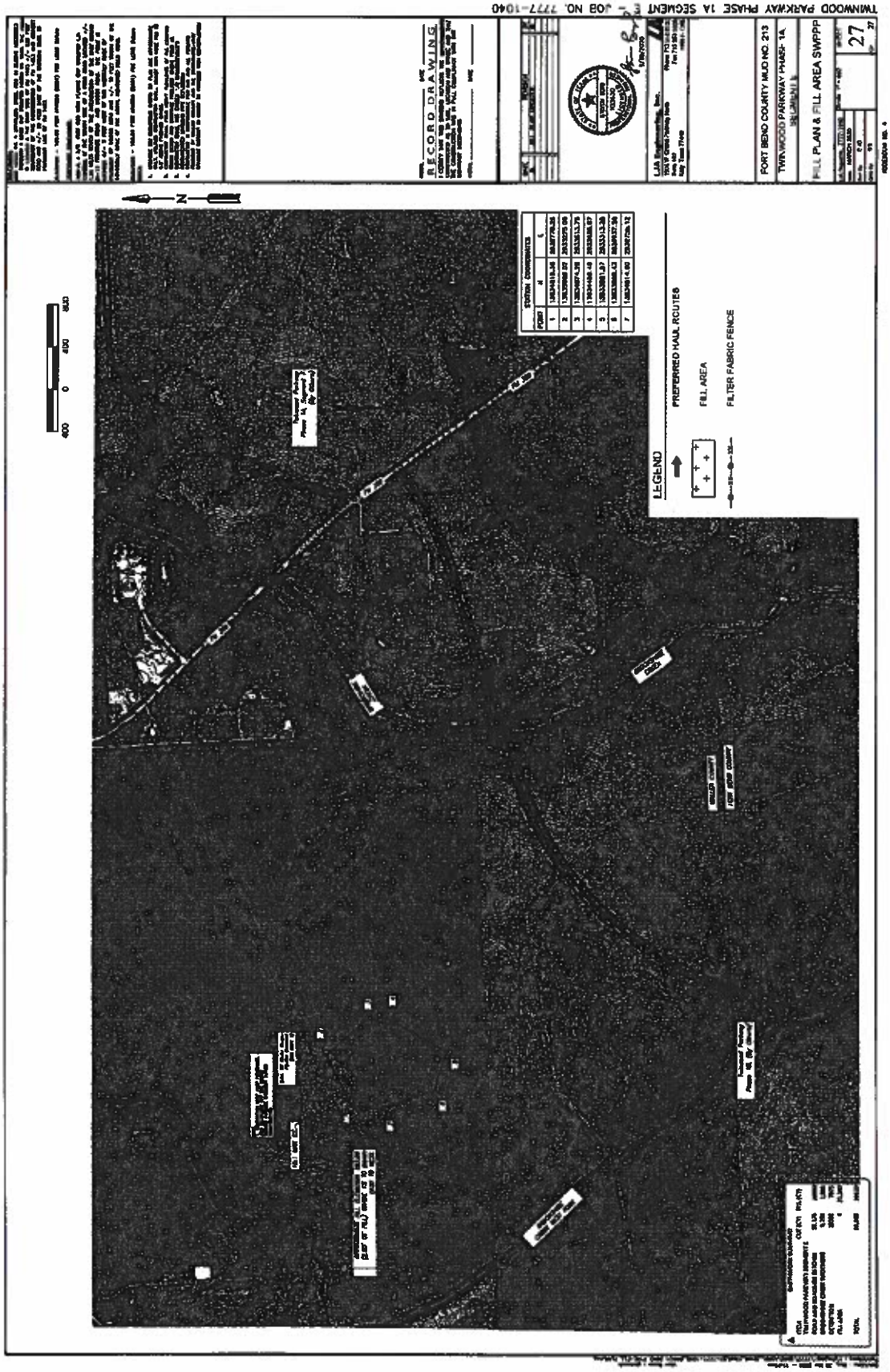

TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A
FM 359 TEMPORARY TRAFFIC CONTROL PLAN
22
TWINWOOD PARKWAY PHASE 1A SEGMENT E
SPEED LIMIT 60 MPH
BUFFER SPACE 350'
*TAPER LENGTH, L (L = WS²/60) 720'
SIGN SPACING 600'
* DISTANCES FOR L ARE BASED ON TAPER WIDTH OF 12', AND SIGN SPACING AND L ARE ROUND FOR NOTE 5 LANES SHOWN ABOVE. CONTRACTOR TO MODIFY TAPER LENGTH (L) AND SIGN SPACING WITH ACTUAL TAPER WIDTH AND SPEED LIMIT OBSERVED IN THE FIELD.
Table 6C-4, Merging Taper Lengths and Spacing of Channelizing Devices
Table 6C-5, Longitudinal Buffer Spaces
Table 6C-3, Suggested Advance Warning Sign Spacing
BARRICADE NOTES
1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD-LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION
2. NO LANES SHALL BE CLOSED FROM 7 A.M. TO 9 A.M. AND 4 P.M. TO 6:30 P.M. MONDAY THRU FRIDAY.
3. CITY AUTH POLICE OFFICERS/FLAGGERS ARE REQUIRED TO DIRECT TRAFFIC WHEN LANES ARE BLOCKED.
4. APPROVED COPIES OF TRAFFIC CONTROL PLANS SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES.
5. IF THE CONTRACTOR CHOOSES TO USE A DIFFERENT METHOD OF TRAFFIC CONTROL PLAN DURING THE CONSTRUCTION THAN WHAT IS SHOWN IN THE CONTRACT DOCUMENTS, SUCH PLANS SHALL BE SUBMITTED TO THE CONTRACT ADMINISTRATOR AND THE TRAFFIC SECTION OF HCPO FOR APPROVAL TEN WORKING DAYS PRIOR TO IMPLEMENTATION.
ALL TRAFFIC CONTROL PLANS REFERENCED IN NOTE 5 SHALL BE SIGNED TO SEAL BY A TEXAS REGISTERED ENGINEER IN THE STATE OF TEXAS. PLANS WILL BECOME A PART OF THE CONTRACT DRAWINGS IF APPROVED.

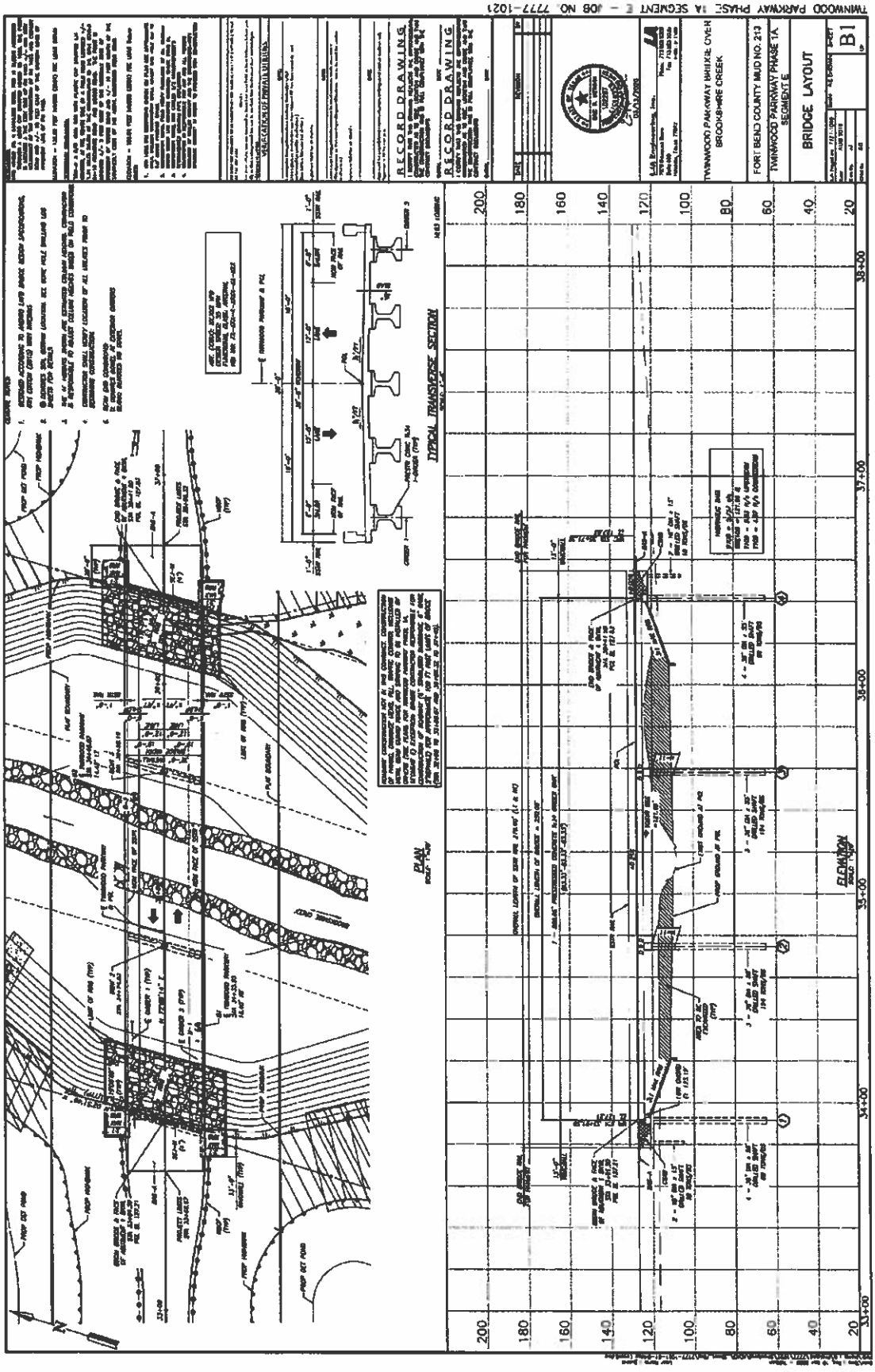

TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
RECORD DRAWING
PORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A
SEGMENT E
TEMPORARY TRAFFIC
CONTROL PLAN DETAILS
23


TWINWOOD PARKWAY PHASE 1A SECTION E - JOB NO. 7777-1040
RECORD DRAWING
PORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A
SECTION E
PAVEMENT MARKING DETAILS
& FLOATABLE COLLECTION
SCREEN DETAILS
24
OPARK!
OPARK!


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
SEGMENT E
METAL BEAM GUARD
FENCE DETAILS
NOT TO SCALE
25


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1040
AS-BUILT DRAWING
LJA Engineering, Inc.
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
SINGLE GUARDRAIL TERMINAL DETAILS
SHEET 26
SINGLE GUARDRAIL TERMINAL
MSKT-MASH-TL-3
SGT(12S)31-18
Texas Department of Transportation
TRAFFIC FLOW
ELEVATION VIEW
SECTION B-B
ANCHOR BRACKET
POST 1 CONNECTION DETAIL
POST 2 CONNECTION DETAIL
POST 3 SECTION A-A
APPROACH GROUND
END OF PANEL


TWINWOOD PARKWAY PHASE 1A SEGMENT
JOB NO. 7777-1040
RECORD DRAWING
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
SEGMENT 1
FILL PLAN & FILL AREA SWPPP
27
LEGEND
PREFERRED HAUL ROUTES
FILL AREA
FILTER FABRIC FENCE
STATION COORDINATES
POINT
N
E
1
2
3
4
5
6
7
400
0
400
800


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1021
RECORD DRAWING
RECORD DRAWING
TWINWOOD PARKWAY WIDENING OVER BROOKSHIRE CREEK
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A SEGMENT E
BRIDGE LAYOUT
B1
TYPICAL TRANSVERSE SECTION
PLAN
ELEVATION

TWINWOOD PARKWAY PHASE 1A SECTION E - JOB NO. 7777-1021

SUMMARY OF BRIDGE QUANTITIES OF TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK

ITEM		401	416	416	420	420	429	432	432	433	532	150	514
	ITEM DESCRIPTION	CEM STAB. SOIL	DRIL SHAFT (18 IN)	DRIL SHAFT (30 IN)	CL C CONC (PIER)	CL C CONC (CAP)	CL C CONC (SLOPE)	REINF CONC SLAB	APPROACH SLAB	PRESTR CONC BEAM(TX54)	REINF STEEL(GR 60 #6&LARGER)	RAIL (TY T202)	SEALED EXPANSION JOINT (4IN DEEP)
		CY	LF	LF	CY	CY	CY	SF	CY	LF	LB	LF	LF
1	MAINSPAN	1262	80	720	150						28		77
2	APPROACH SLABS					33.5	37.4		71.2				
1	1'-3"RISE TX54 CONC I-GIRDER (BEAM)							6,981		1,240.20		332.0	
	TOTAL	1262	80	720	150	33.5	37.4	6,981	71.2	1,240.20	28	332.0	77

BEARING SEAT ELEVATIONS

ABUT 1 (FWD)
GIRDER 1 122.207
GIRDER 2 122.507
GIRDER 3 122.807
GIRDER 4 123.107
GIRDER 5 123.407
GIRDER 6 123.707

ABUT 2 (BK)
GIRDER 1 123.013
GIRDER 2 123.313
GIRDER 3 123.613
GIRDER 4 123.913
GIRDER 5 124.213
GIRDER 6 124.513

ABUT 3 (FWD)
GIRDER 1 123.345
GIRDER 2 123.645
GIRDER 3 123.945
GIRDER 4 124.245
GIRDER 5 124.545
GIRDER 6 124.845

ABUT 4 (BK)
GIRDER 1 122.487
GIRDER 2 122.787
GIRDER 3 123.087
GIRDER 4 123.387
GIRDER 5 123.687
GIRDER 6 123.987

RECORD DRAWING

RECORD DRAWING

LJA Engineering, Inc.

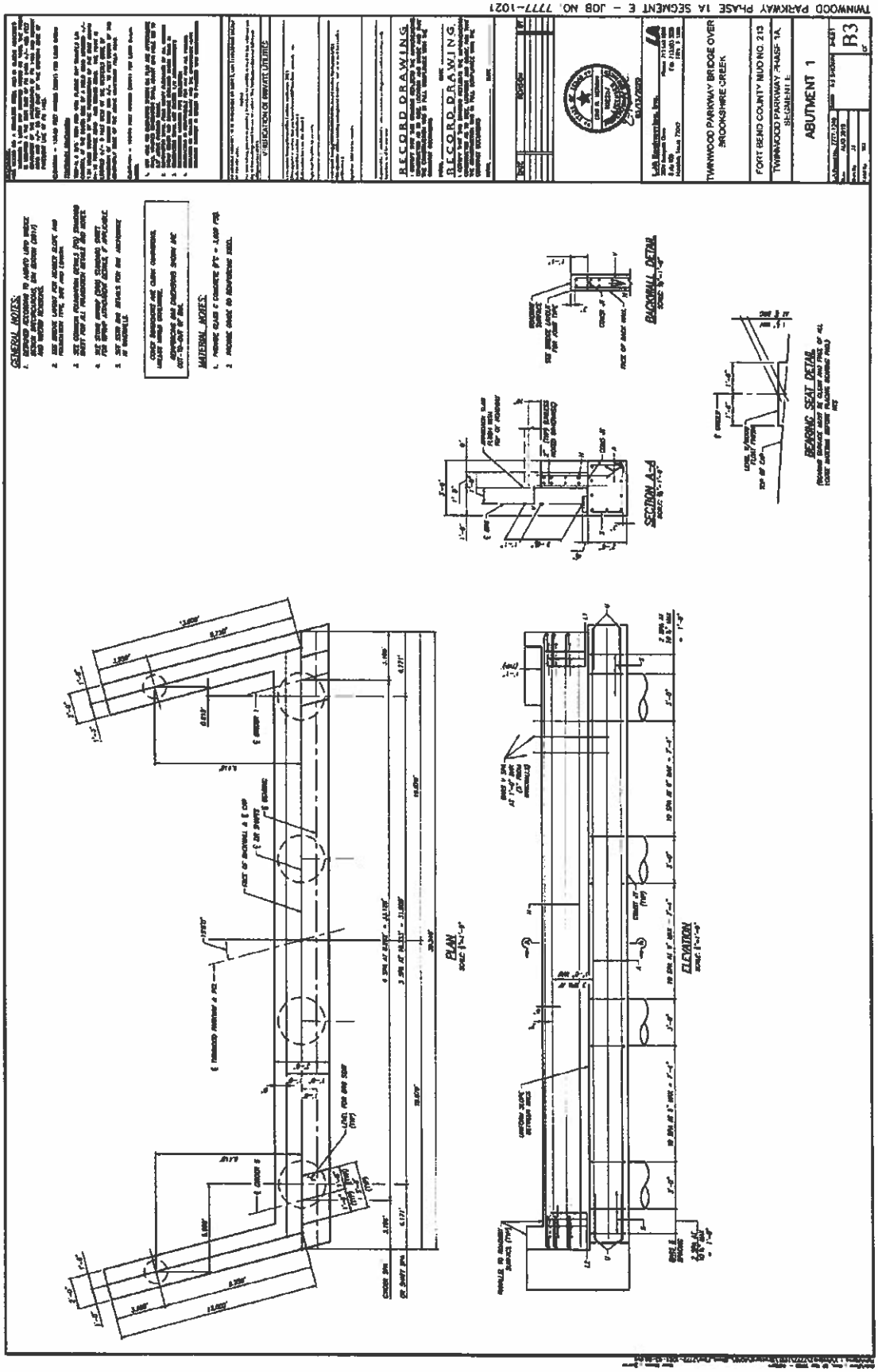
TWINWOOD PARKWAY PHASE 1A- DIVH
BROOKSHIRE CREEK

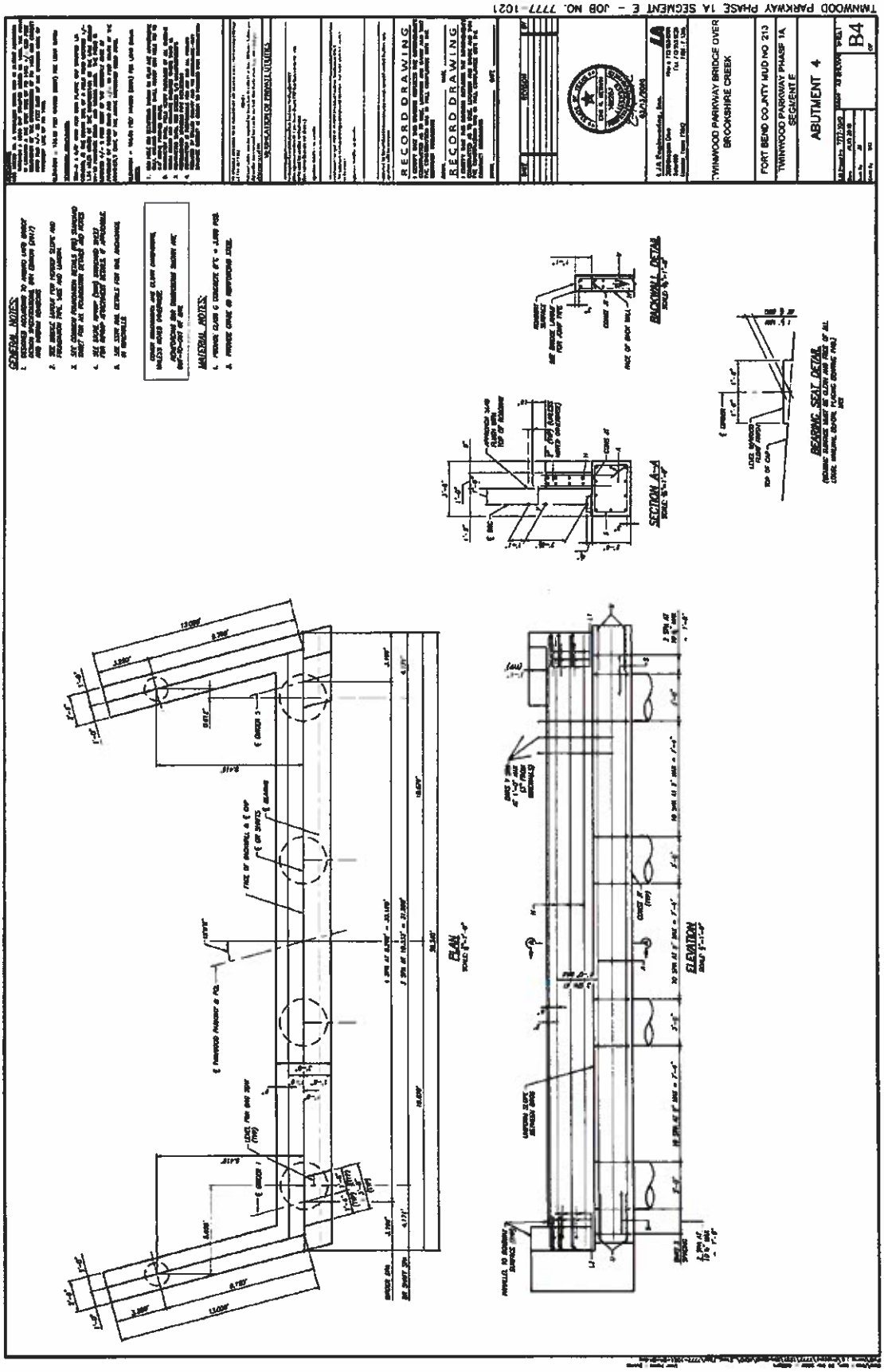
FORT BEND COUNTY MUD NO. 213

TWINWOOD PARKWAY PHASE 1A, SEGMENT E

SUMMARY OF QUANTITIES & BEARING SEAT ELEV

B2


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1021
RECORD DRAWING
RECORD DRAWING
TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY PHASE 1A
ABUTMENT 1
B3
GENERAL NOTES:
MATERIAL NOTES:
BACKWALL DETAIL
SCHEDULE A-1
BEARING SEAT DETAIL
PLAN
ELEVATION


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1021
RECORD DRAWING
RECORD DRAWING
TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A SEGMENT E
ABUTMENT 4
B4
GENERAL NOTES:
MATERIAL NOTES:
BACKWALL DETAIL
SECTION A-A
BEARING SEAT DETAIL
PLAN
ELEVATION

TWINWOOD PARKWAY PHASE 1A SEGMENT E – JOB NO. 7777-1021

TABLE OF ESTIMATED QUANTITIES
ONE ABUTMENT ONLY

RECORD DRAWING

RECORD DRAWING

TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK

FORT BEND COUNTY MUD NO. 213

TWINWOOD PARKWAY PHASE 1A SEGMENT E

ABUT 1 & 4

BS

BACKWALL CORNER DETAILS C&2

SECTION B–B

WINGWALL ELEVATION

WING 12

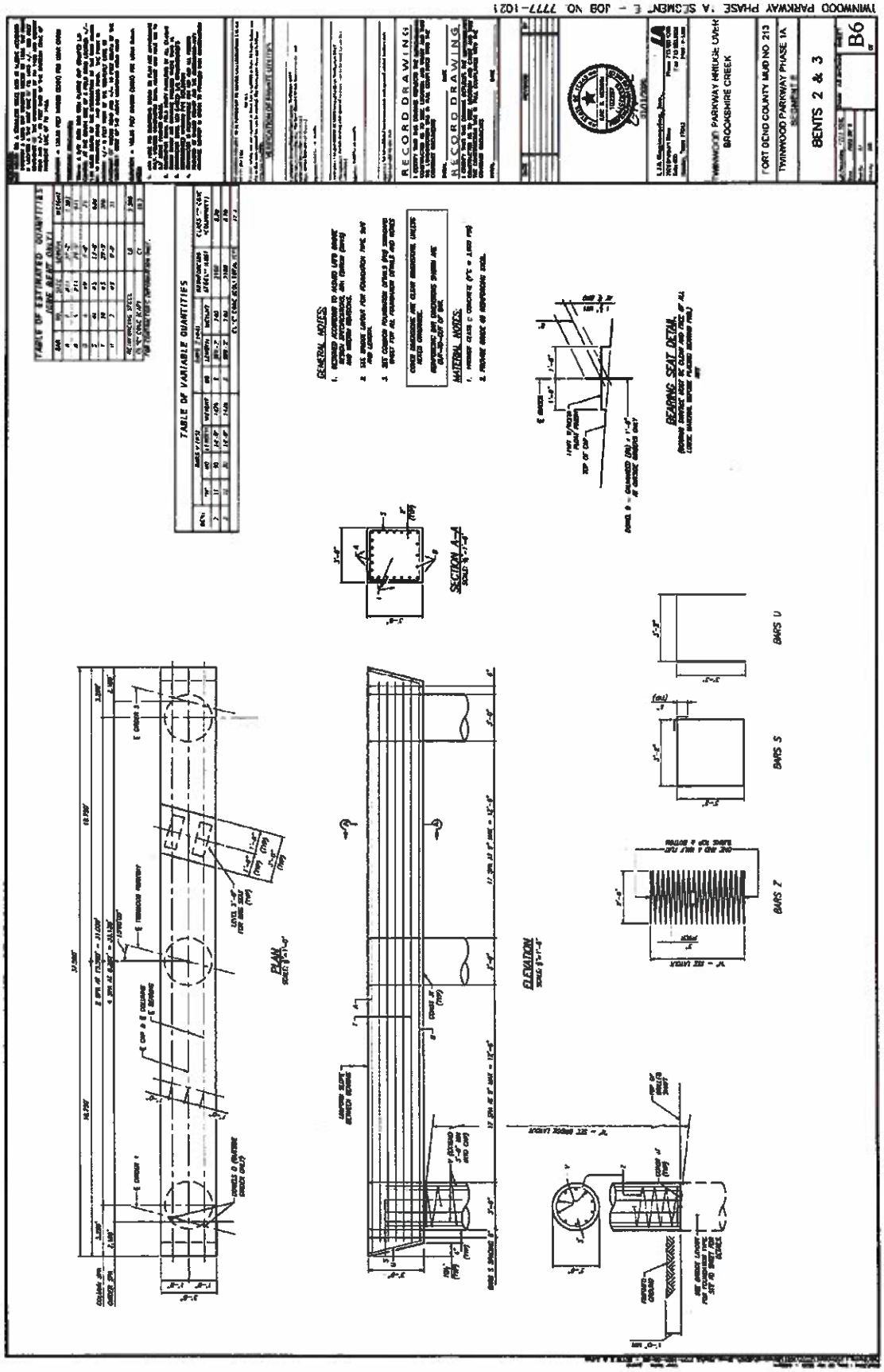
WING 11

WING 10

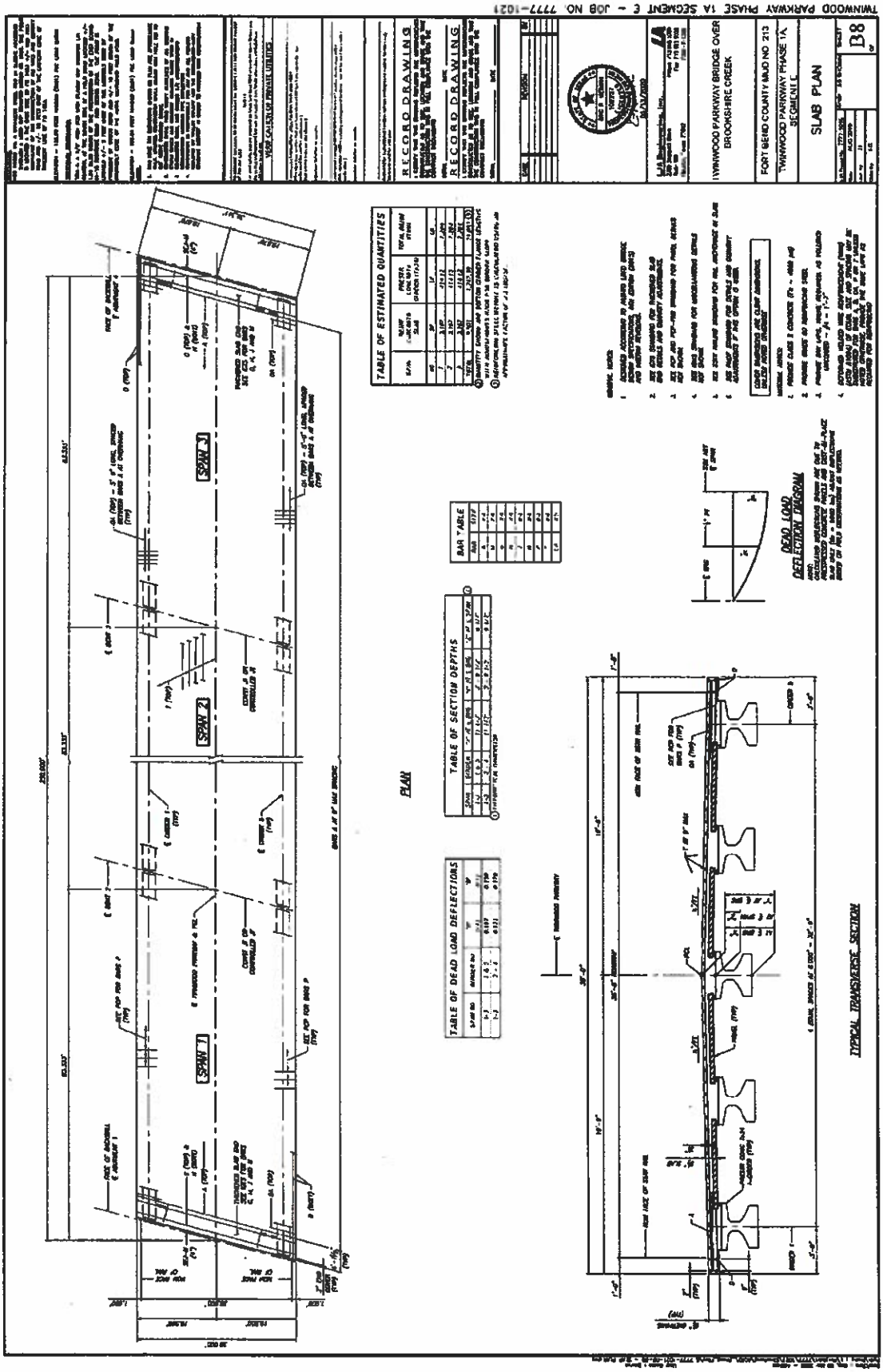
WING 9S

WING 5

WING 1 & 4W


TWINWOOD PARKWAY PHASE 1A SEGMENT 2 - JOB NO. 7777-1021
RECORD DRAWING
BENTS 2 & 3
TWINWOOD PARKWAY PHASE 1A
FORT BEND COUNTY MUD NO. 213
TWINWOOD PARKWAY HIKE & BIKE OVER BROOKSHIRE CREEK
TABLE OF ESTIMATED QUANTITIES
TABLE OF VARIABLE QUANTITIES
GENERAL NOTES:
MATERIAL NOTES:
BEARING SEAT DETAIL
SECTION A-A
PLAN
ELEVATION
BARS U
BARS S
BARS Z

TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1021
RECORD DRAWING
RECORD DRAWING
TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A, SEGMENT E
FRAMING PLAN
B7
ORDER REPORT
BENT REPORT
SPAN 1
SPAN 2
SPAN 3


TWINWOOD PARKWAY PHASE 1A SEGMENT E - JOB NO. 7777-1021
RECORD DRAWING
RECORD DRAWING
TABLE OF ESTIMATED QUANTITIES
TABLE OF SECTION DEPTHS
TABLE OF DEAD LOAD DEFLECTIONS
BAR TABLE
PLAN
DEAD LOAD DEFLECTION DIAGRAM
TYPICAL TRANSVERSE SECTION
SPAN 1
SPAN 2
SPAN 1
TWINWOOD PARKWAY BRIDGE OVER BROOKSHIRE CREEK
FORT BEND COUNTY MUD NO 213
TWINWOOD PARKWAY PHASE 1A SEGMENT E
SLAB PLAN
B8

STRUCTURE	DESIGNED GIRDERS: SPAN NO.	GIRDER NO.	GIRDER TYPE	PRESTRESSING STRANDS: NO. STRAIGHT STRANDS PATTERN	TOTAL NO.	SIZE (in.)	STRENGTH (ksi)	f'_c (ksi)	f'_{ci} (ksi)	DEPRESSED STRAND PATTERN: NO.	% (NO.)	CONCRETE: RELEASE STRENGTH ① (ksi)	MINIMUM 28 DAY STRENGTH (ksi)	OPTIONAL DESIGN: MAX. CONC. STRESS DUE TO PRESTRESS (ksi)	MAX. CONC. TENSILE STRESS (ksi)	REQUIRED MINIMUM AMOUNT OF CONCRETE STRENGTH ② (ksi)	PRE-TENS. DISTRIBUTION FACTOR ③: Harped	Straight
BROOKSHIRE CREEK BRIDGE	ALL	ALL	Tx34		34	0.6	270	11.48	9.25	8	30.5	6.5	5.800	3.885	-0.498	4.316	0.862	0.861

NON-STANDARD STRAND PATTERNS	
PATTERN	STRAND ARRANGEMENT At ℄ OF GIRDER

① Based on the following allowable stresses (ksi):

Compression = 0.65 f'_{ci}

Tension = 0.24 $\sqrt{f'_{ci}}$

Optional designs must investigate controls.

② Portion of full PPS.

DESIGN NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

Optional designs for girders 120 feet or longer must have a calculated restrained camber equal to or greater than that of the designed girder.

Prestress losses for the designed girders have been calculated for a relative humidity of 25 percent. Optional designs must likewise conform.

FABRICATION NOTES:

Provide Class H concrete.

Provide Grade 60 reinforcing steel bars.

Use full depth debonding strands, each pretensioned to 75 percent of f_{pu}.

Strand debonding must comply with Item 424.4.3.2.4. Half-length debonded strands are only permitted in positions indicated. Double-wrap first 1 foot of debonded strands to outer most portion of each end.

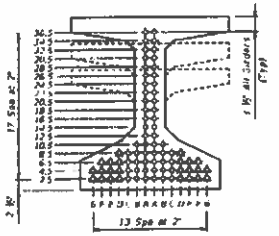
Unless shown on this sheet, the fabricator has the option of furnishing either the designed girder or an approved optional design. All optional design submittals must be signed, sealed and dated by a Professional Engineer registered in the State of Texas.

Seal cracks in girder ends exceeding 0.005" in width as directed by the Engineer. The fabricator is permitted to decrease the spacing of Bars R and S by providing additional bars to help hold these bars provided the decreased spacing results in no less than 1" clear between bars. The fabricator must take an approved corrective action if cracks greater than 0.005" form on a repetitive basis.

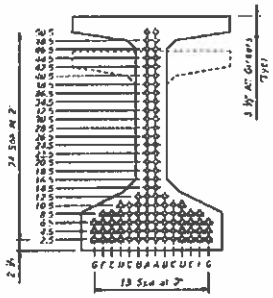
DEPRESSED STRAND DESIGNS.

Locate strands for the designed girder as low as possible on the 2" grid system unless a non standard strand pattern is executed. Fill row "2.5" then row "4.5", then row "6.5", etc., beginning each row in the "A" position and working outward until the required number of strands is reached. All strands in the "A" position must be depressed, maintaining the 2" spacing so that at the girder ends, the upper two strands are in the position shown in the table.

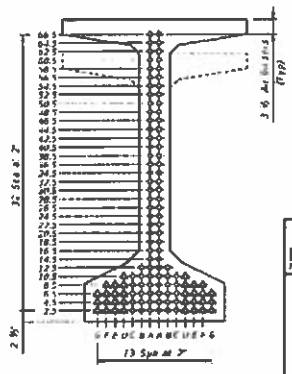
To complete this sheet, input the girder designs in the table and the relative humidity under Design Notes. In an open, remove this block. This sheet must be signed, sealed and dated by a registered Professional Engineer.



TYPE Tx28, Tx34 & Tx40



TYPE Tx46 & Tx54



TYPE Tx62 & Tx70

HL93 LOADING

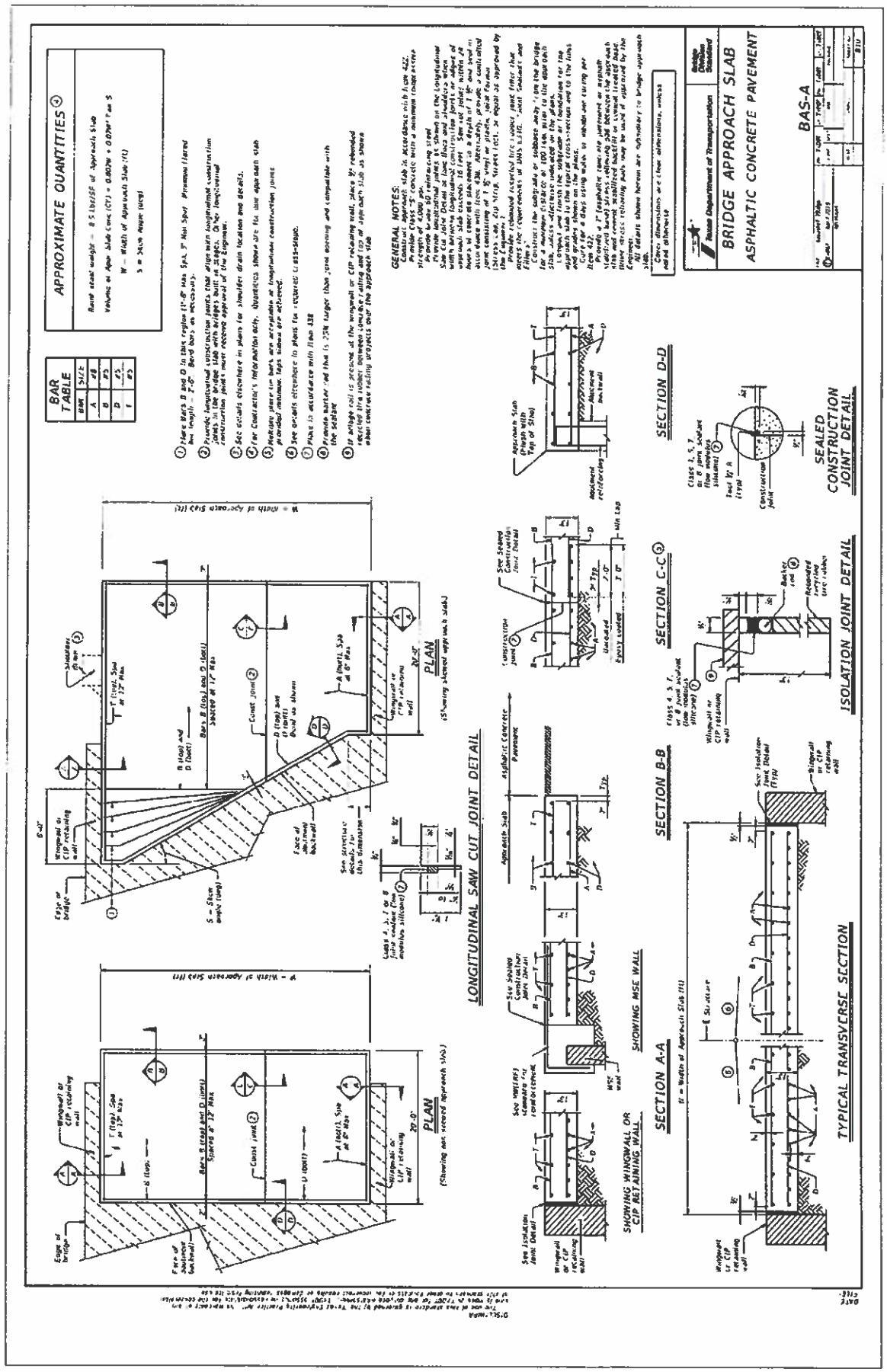
LJA Engineering, Inc. FIRM F-1386

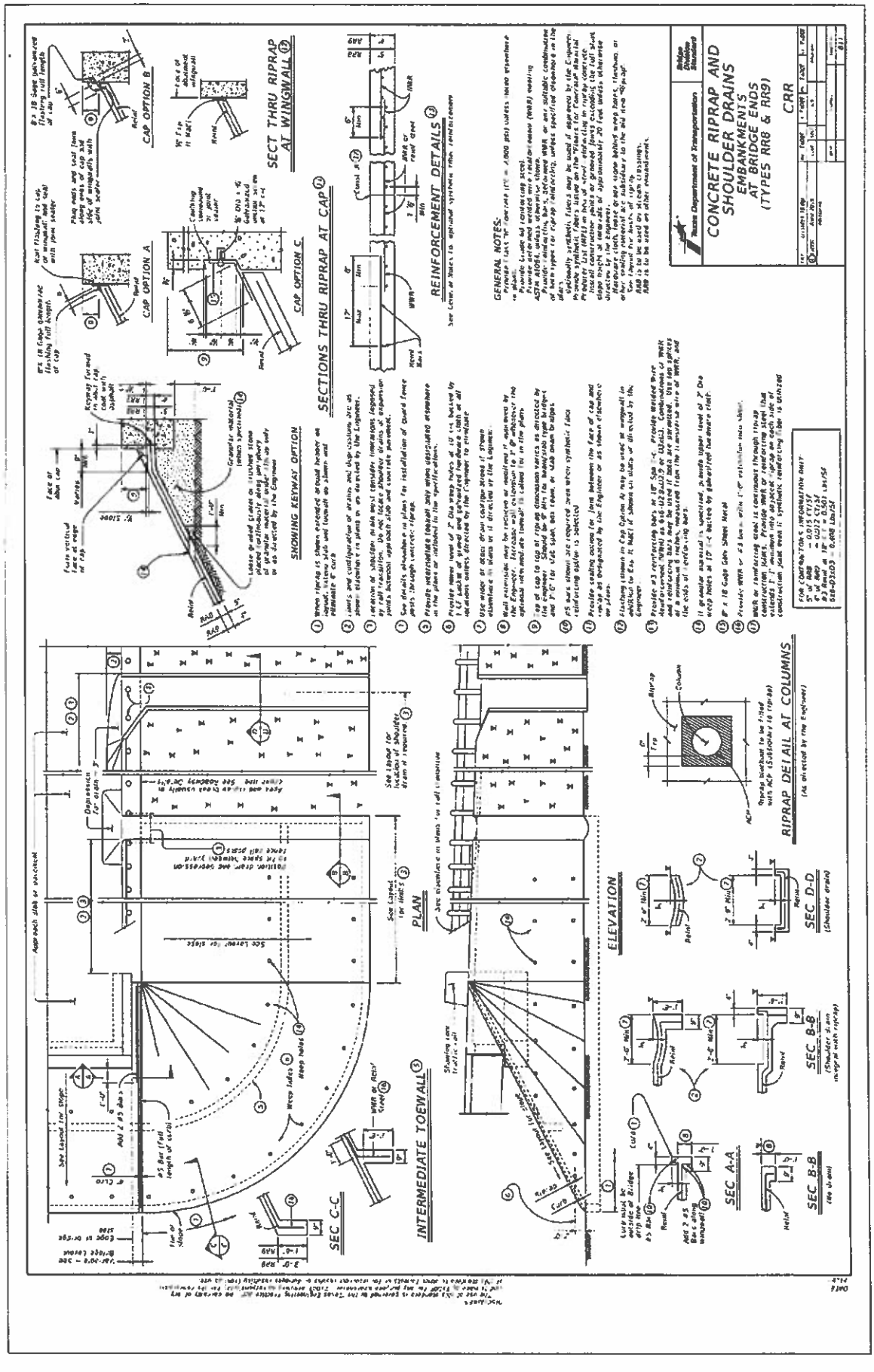
Texas Department of Transportation — Bridge Division Standard

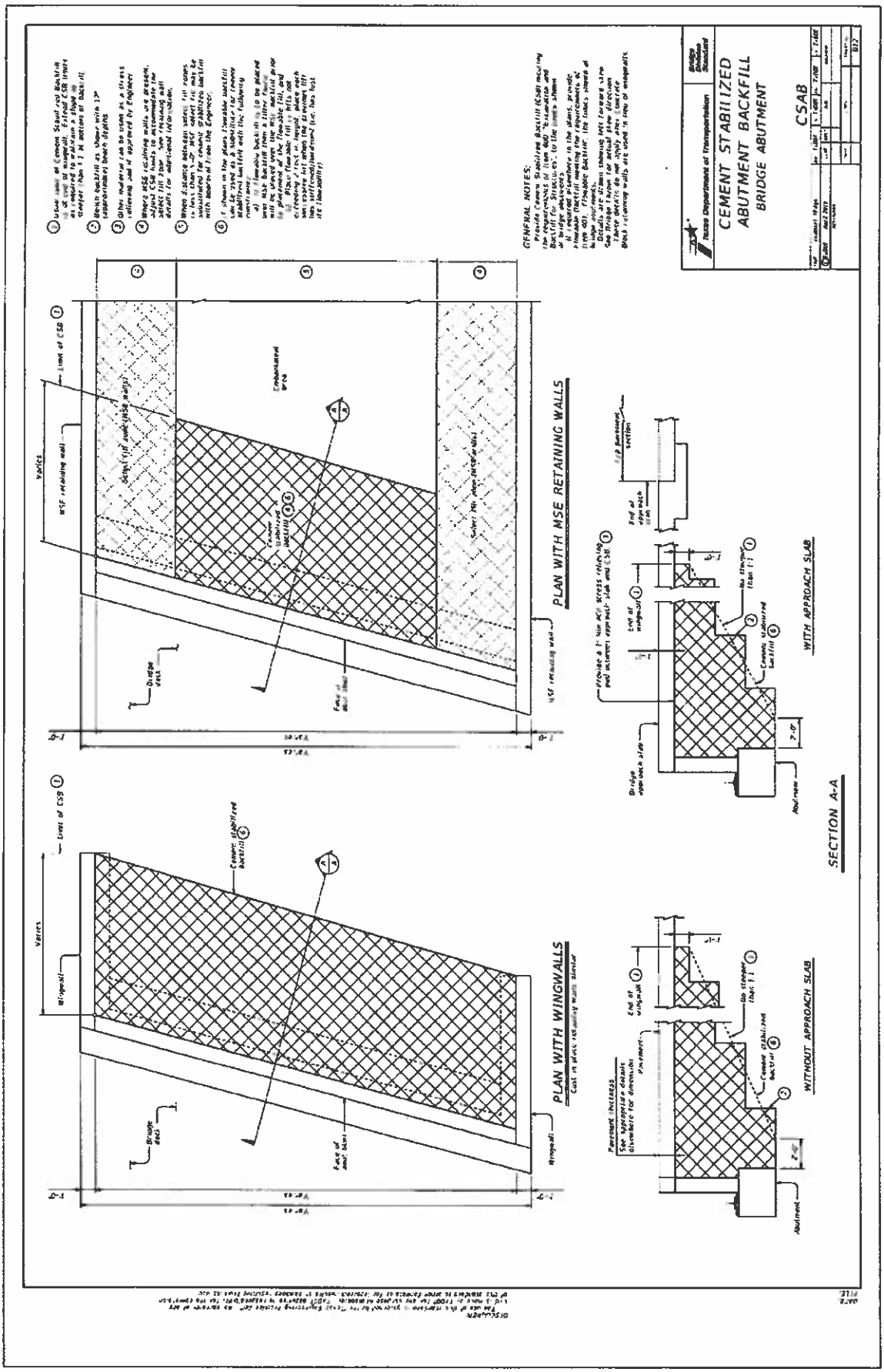
PRESTRESSED CONCRETE I-GIRDER DESIGNS (NON-STANDARD SPANS)

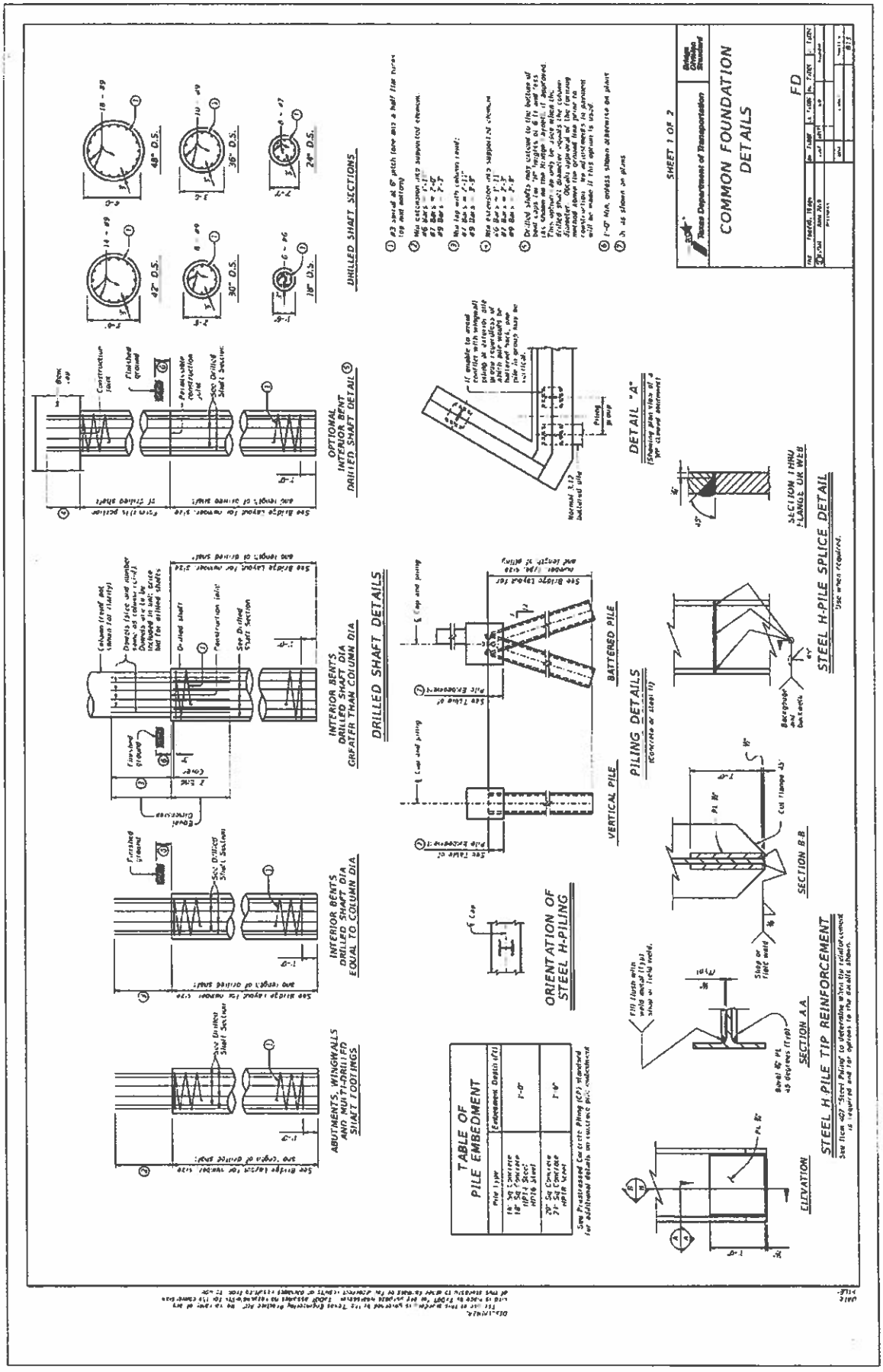
IGND

03-13-20


APPROXIMATE QUANTITIES
BAR TABLE
GENERAL NOTES:
BRIDGE APPROACH SLAB
ASPHALTIC CONCRETE PAVEMENT
BAS-A
PLAN
LONGITUDINAL SAW CUT JOINT DETAIL
SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D
SEALED CONSTRUCTION JOINT DETAIL
ISOLATION JOINT DETAIL
SHOWING WINGWALL OR CIP RETAINING WALL
SHOWING MSE WALL
TYPICAL TRANSVERSE SECTION


CONCRETE RIPRAP AND SHOULDER DRAINS EMBANKMENTS AT BRIDGE ENDS (TYPES RR8 & RR9)
CRR
SECTIONS THRU RIPRAP AT CAP
SECT THRU RIPRAP AT WINGWALL
REINFORCEMENT DETAILS
GENERAL NOTES:
PLAN
ELEVATION
INTERMEDIATE TOEWALL
RIPRAP DETAIL AT COLUMNS
SEC A-A
SEC B-B
SEC C-C
SEC D-D


CEMENT STABILIZED
ABUTMENT BACKFILL
BRIDGE ABUTMENT
CSAB
GENERAL NOTES:
PLAN WITH MSE RETAINING WALLS
PLAN WITH WINGWALLS
Cast in place retaining walls similar
SECTION A-A
WITH APPROACH SLAB
WITHOUT APPROACH SLAB


COMMON FOUNDATION DETAILS
FD
SHEET 1 OF 2
Texas Department of Transportation
UNILLED SHAFT SECTIONS
OPTIONAL INTERLOCKING DRILLED SHAFT DETAIL
DETAIL "A"
SECTION I-HNU FLANGE OR WEB
STEEL H-PILE SPLICE DETAIL
DRILLED SHAFT DETAILS
INTERIOR BENTS DRILLED SHAFT DIA GREATER THAN COLUMN DIA
INTERIOR BENTS DRILLED SHAFT DIA EQUAL TO COLUMN DIA
ABUTMENTS, WINGWALLS AND MULTI-DRILLED SHAFT FOOTINGS
PILING DETAILS
VERTICAL PILE
BATTENED PILE
ORIENTATION OF STEEL H-PILING
TABLE OF PILE EMBEDMENT
STEEL H PILE TIP REINFORCEMENT
ELEVATION
SECTION A-A
SECTION B-B

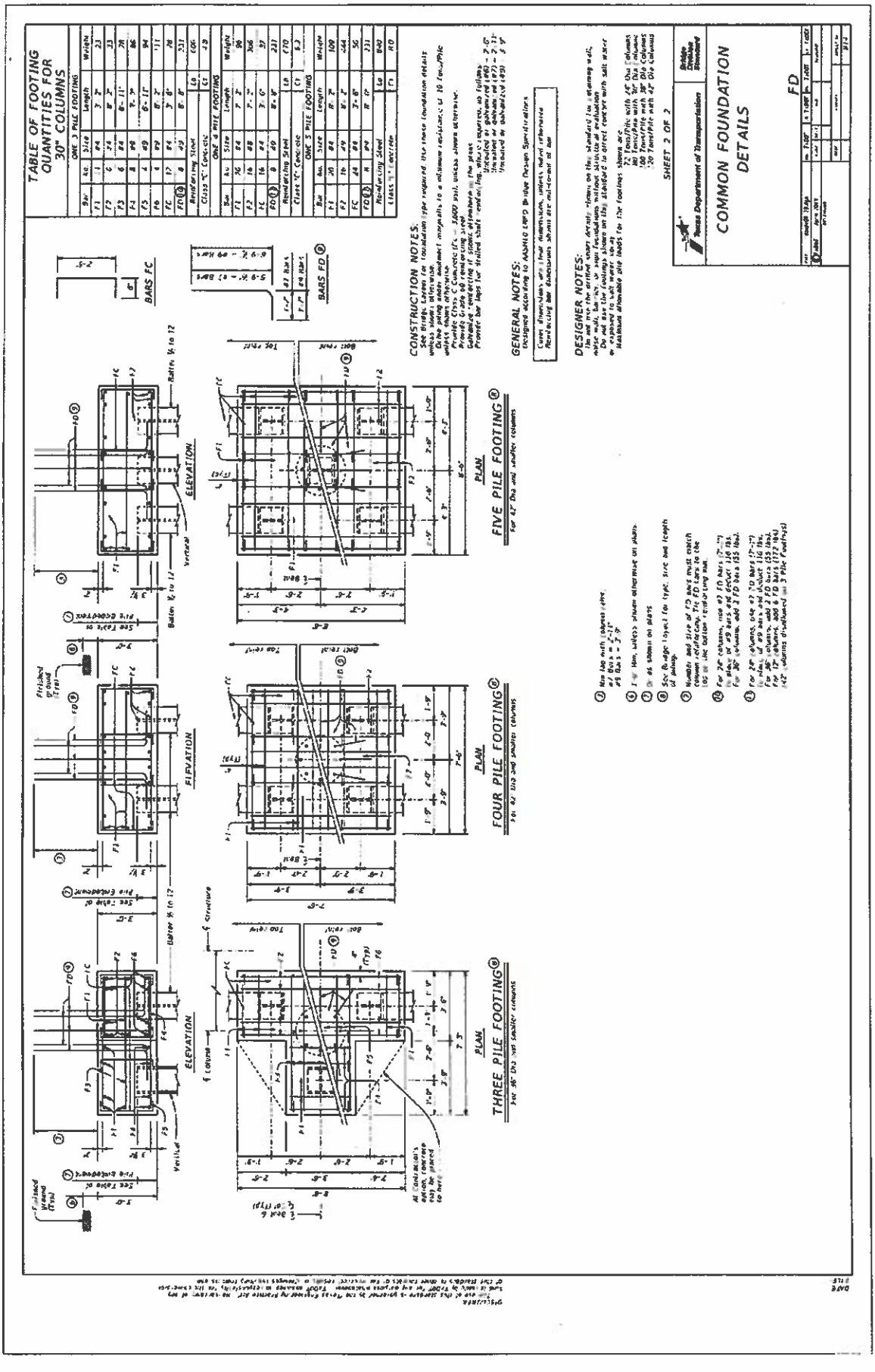
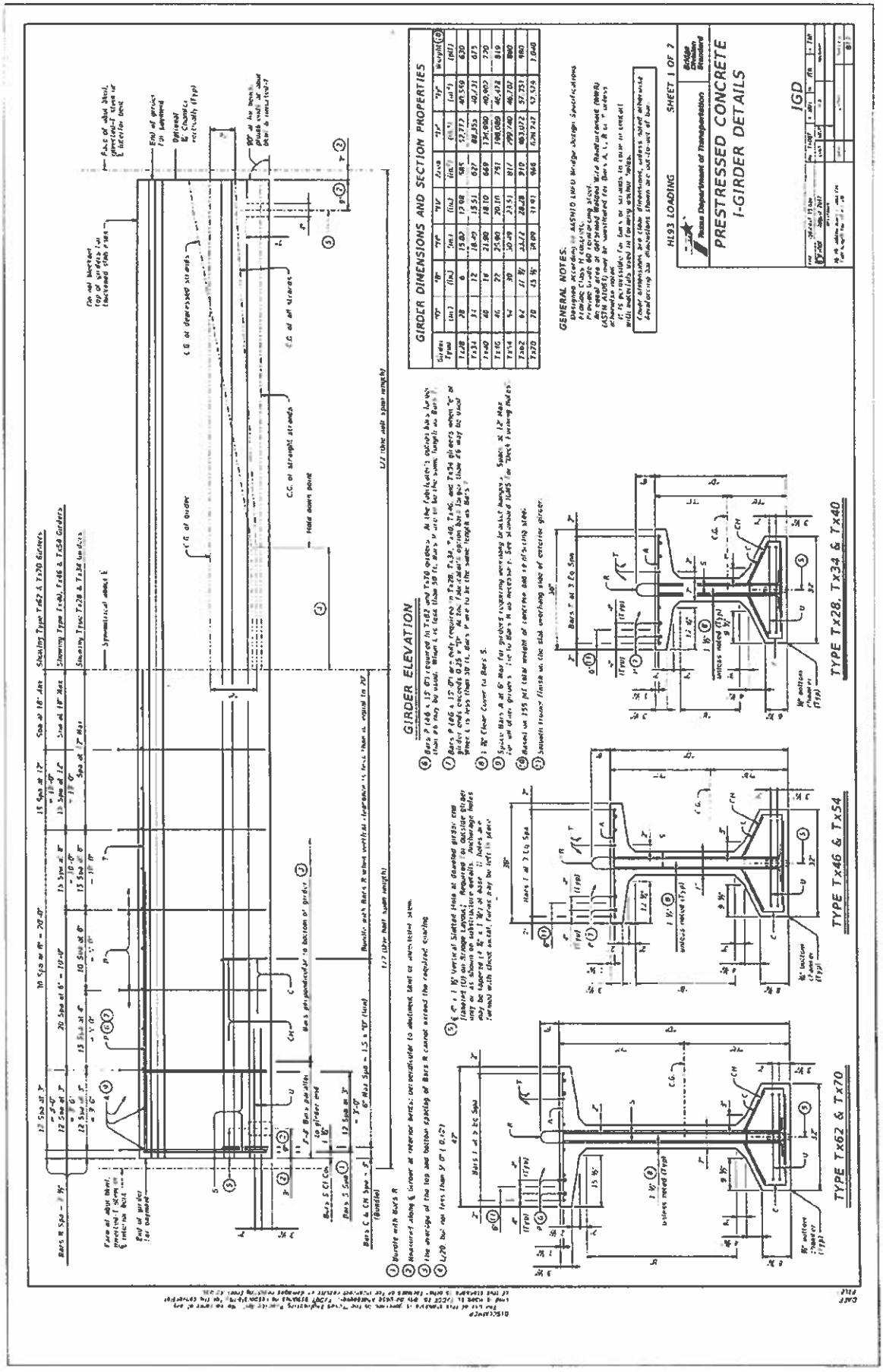
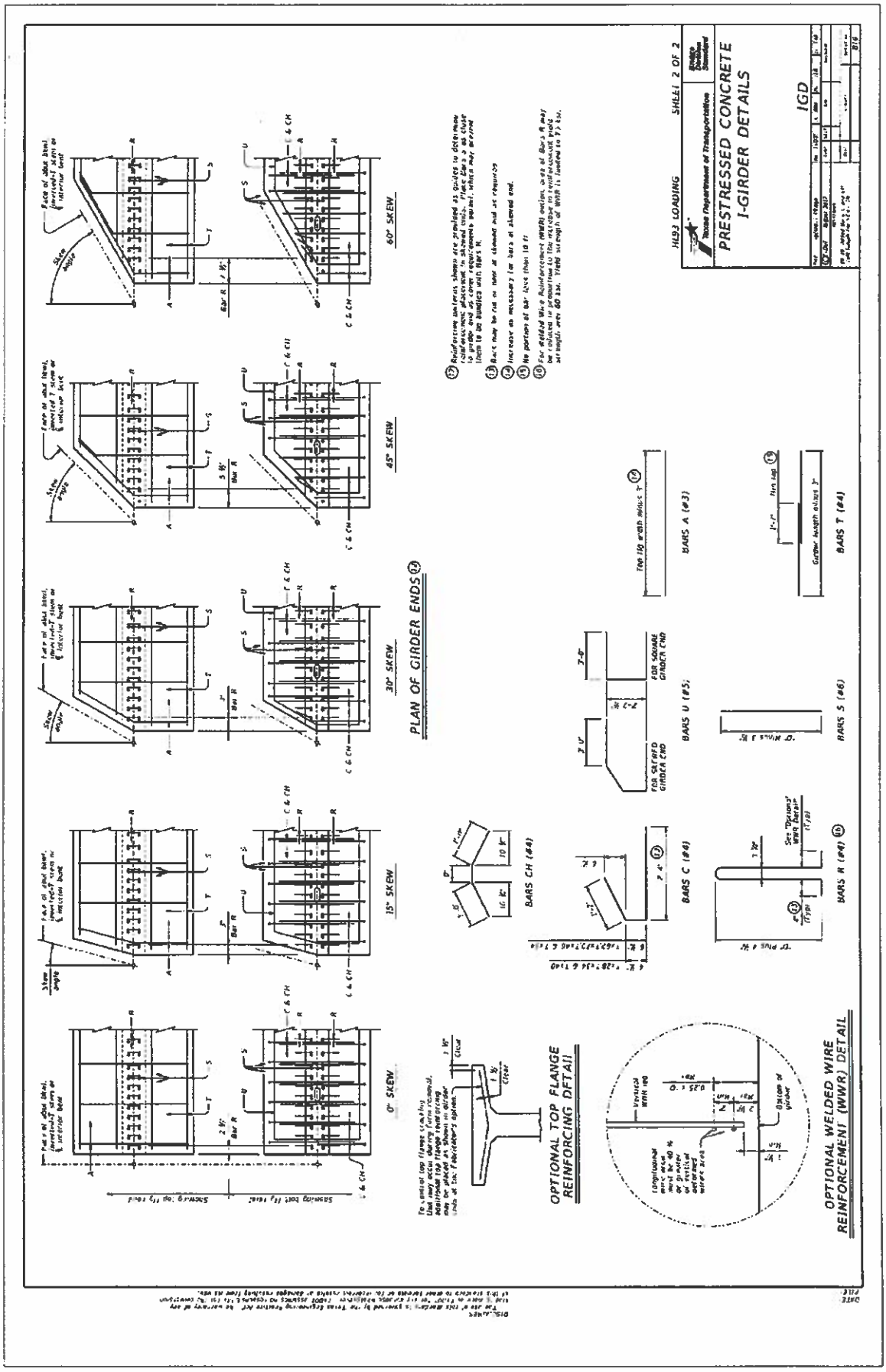
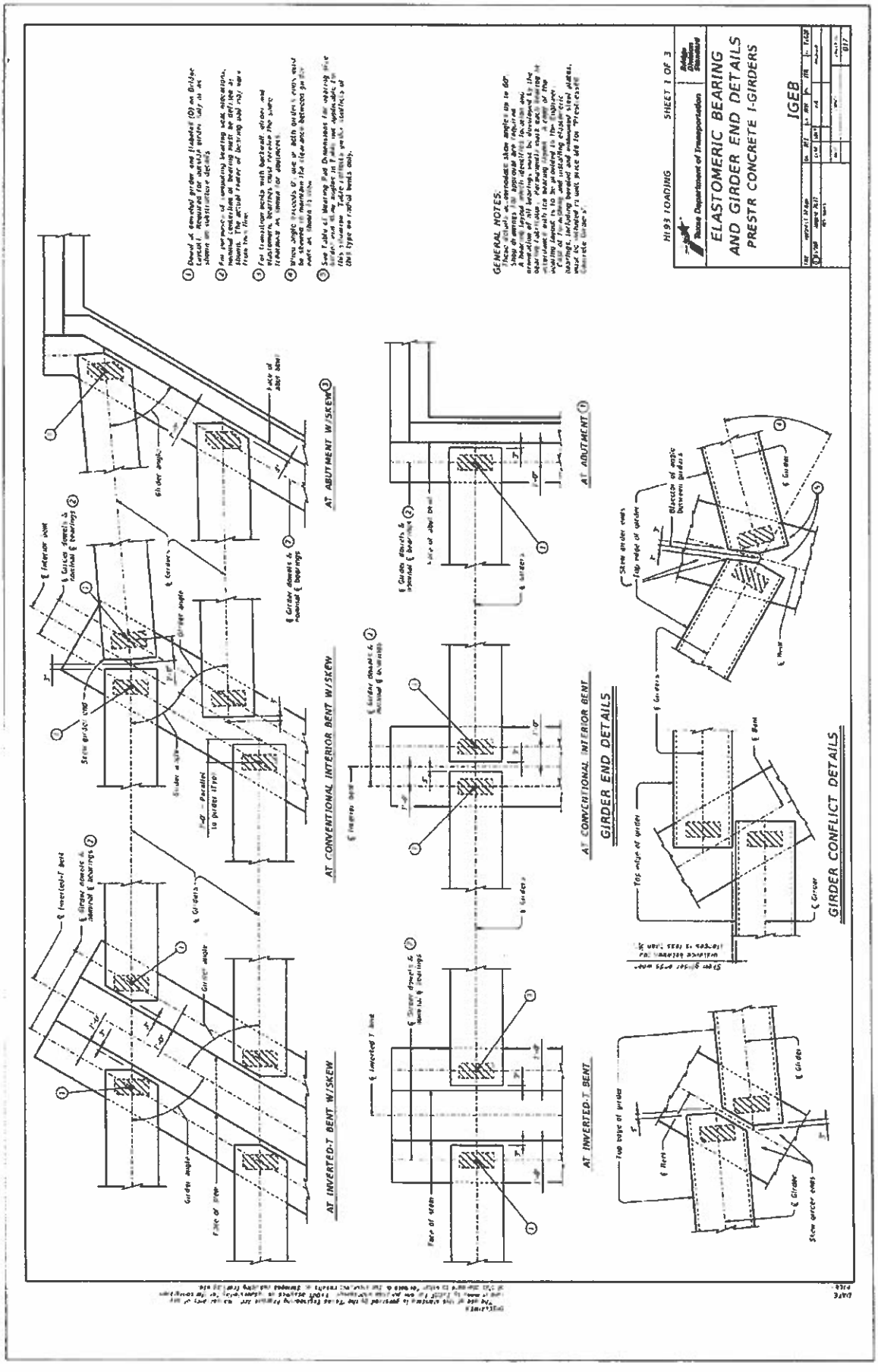


TABLE OF FOOTING QUANTITIES FOR 30" COLUMNS
ONE 3 PILE FOOTING
ONE 4 PILE FOOTING
ONE 5 PILE FOOTING
CONSTRUCTION NOTES:
GENERAL NOTES:
DESIGNER NOTES:
FIVE PILE FOOTING
FOUR PILE FOOTING
THREE PILE FOOTING
ELEVATION
PLAN
BARS FC
BARS FD
COMMON FOUNDATION DETAILS
FD
SHEET 2 OF 2
Texas Department of Transportation


PRESTRESSED CONCRETE
I-GIRDER DETAILS
IGD
SHEET 1 OF 2
HL93 LOADING
GIRDER DIMENSIONS AND SECTION PROPERTIES
GENERAL NOTES:
GIRDER ELEVATION
TYPE Tx28, Tx34 & Tx40
TYPE Tx46 & Tx54
TYPE Tx62 & Tx70


PRESTRESSED CONCRETE I-GIRDER DETAILS
IGD
SHEET 2 OF 2
HL93 LOADING
PLAN OF GIRDER ENDS
0° SKEW
15° SKEW
30° SKEW
45° SKEW
60° SKEW
OPTIONAL TOP FLANGE REINFORCING DETAIL
OPTIONAL WELDED WIRE REINFORCEMENT (WWR) DETAIL
BARS A (#3)
BARS C (#4)
BARS CH (#4)
BARS R (#4)
BARS S (#6)
BARS T (#4)
BARS U (#5)


ELASTOMERIC BEARING
AND GIRDER END DETAILS
PRESTR CONCRETE I-GIRDERS
IGEB
HI 93 LOADING
SHEET 1 OF 3
GENERAL NOTES:
AT ABUTMENT W/SKEW
AT CONVENTIONAL INTERIOR BENT W/SKEW
AT INVERTED-T BENT W/SKEW
AT ABUTMENT
AT CONVENTIONAL INTERIOR BENT
AT INVERTED-T BENT
GIRDER END DETAILS
GIRDER CONFLICT DETAILS

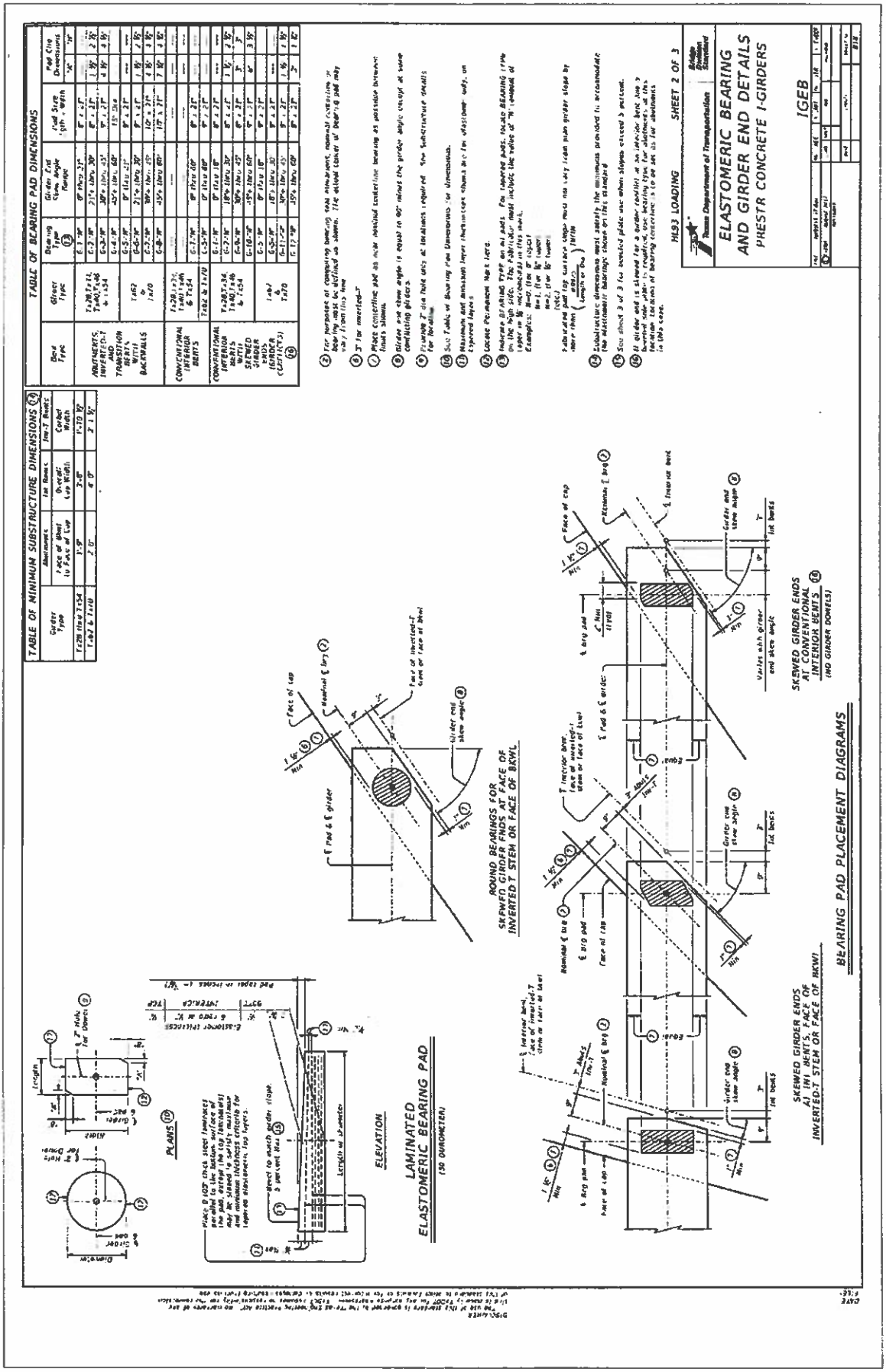
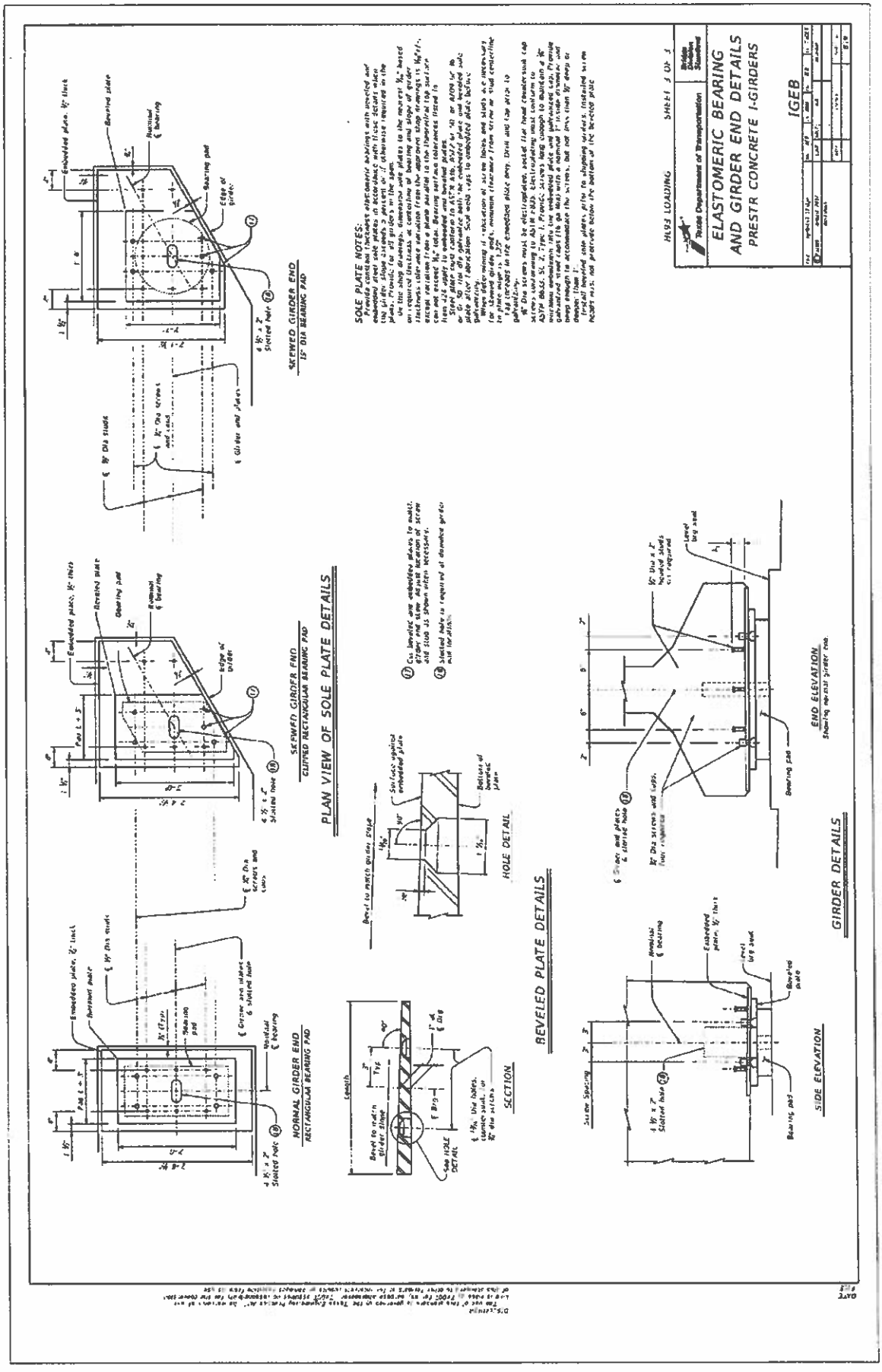
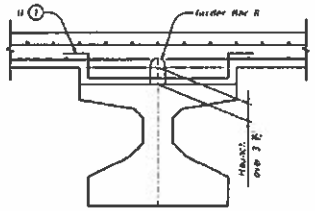
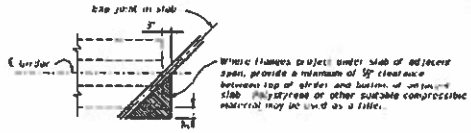


TABLE OF BEARING PAD DIMENSIONS
TABLE OF MINIMUM SUBSTRUCTURE DIMENSIONS (4)
ELASTOMERIC BEARING AND GIRDER END DETAILS
PRESTR CONCRETE I-GIRDERS
IGEB
HL93 LOADING
SHEET 2 OF 3
Texas Department of Transportation
ELEVATION
LAMINATED ELASTOMERIC BEARING PAD
(NO DIAPHRAGM)
PLANS (19)
ROUND BEARINGS FOR SKEWED GIRDER ENDS AT FACE OF INVERTED T STEM OR FACE OF BKWL
SKEWED GIRDER ENDS AT FACE OF INVERTED T STEM OR FACE OF BKWL
SKEWED GIRDER ENDS AT CL WHEEL FACE OF INVERTED T STEM OR FACE OF BKWL (NO GIRDER DOWELS)
BEARING PAD PLACEMENT DIAGRAMS

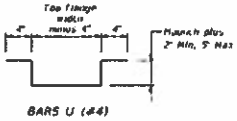

SKEWED GIRDER END
15° DIA BEARING PAD
PLAN VIEW OF SOLE PLATE DETAILS
SKEWED GIRDER END
CLIPPED RECTANGULAR BEARING PAD
NORMAL GIRDER END
RECTANGULAR BEARING PAD
HOLE DETAIL
SECTION
BEVELED PLATE DETAILS
END ELEVATION
GIRDER DETAILS
SIDE ELEVATION
SOLE PLATE NOTES:
HS93 LOADING
SHEET 3 OF 5
ELASTOMERIC BEARING
AND GIRDER END DETAILS
PRESTR CONCRETE I-GIRDERS
IGEB



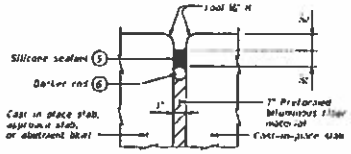
HAUNCH REINFORCING DETAIL



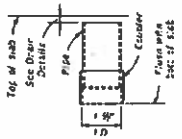
TREATMENT AT GIRDER END FOR SKEWED SPANS



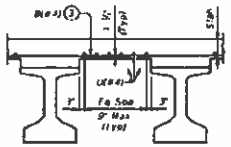
BARS U (#4)



TYPE A JOINT DETAIL (1)

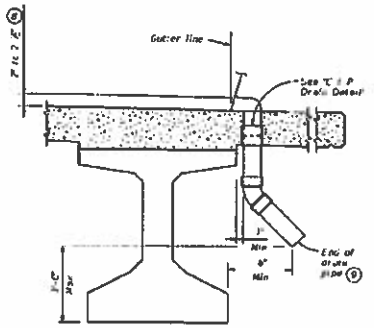


C-I-P DRAIN DETAIL (2)



TYPICAL PART TRANSVERSE SLAB SECTION WITHOUT PCP (4)

Top reinforcing steel not shown for clarity



DRAIN DETAIL (10)

(1) Double Bars U with single Bars A in all areas where measured haunch exceeds 3 ½"

(2) Roughen outside of PVC with coarse rasp or equal to ensure bond with cast in place concrete

(3) Bars U(#4) spaced at 5" Max with 2" end cover. Overlapping option. Contractor's way end alternating bars U(#4) at centerline outside girder.

(4) Provide Grade 60 reinforcing steel. Provide lap lengths, where required, as follows:
Uncoated Bars #4 = 1'-7"
Epoxy coated Bars #4 = 2'-5"

(5) Class 7 silicone sealant that conforms to DMS-6310. Install when ambient temperature is between 55°F and 85°F and rising. Engineer to determine allowable hours for sealant application.

(6) 1 ½" backer rod must be compatible with joint sealant. Use of multiple pieces to create a backer rod cross section is not permitted. Top of backer rod must be convex as shown.

(7) The maximum distance between Type A expansion joints is 180'. See Bridge Layout for location of joints.

(8) Drain entrance formed to slant to sidewalk.

(9) Water may not be discharged onto girders.

(10) All drain pipe and fittings to be 6" diameter (Sch 40) PVC. See Item 421 "Pipe for Culverts" for pipe, connections and solvent welding. Bend reinforcing steel to clear PVC 1". Drain length and location is as directed by the Engineer. Drains are not permitted over roadways or railways, or within 10'-0" of bent caps. Depressed outside of exposed PVC, apply acrylic water basic primer then coat with same surface finishing material as used for outside girder face. Variations of the above designs, as required by the type of rail used and its location on the structure, may be installed with the approval and direction of the Engineer.

GENERAL NOTES:
Unless noted otherwise in AASHTO LRFD Bridge Design Specifications.
Payment for Type A joint will be as per Item 454, "Bridge Expansion Joints".
All other items (reinforcing steel, drains, etc.) shown on this sheet are subsidiary to other bid items.

Linear dimensions are given in millimeters, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

DECK FORMWORK NOTES:
Overhang bracket hangers are limited to a safe working load of 3,600 lbs. applied to and along the axis of a slot cut at 45 degrees from vertical, regardless of higher loads permitted by hanger manufacturers. Do not place a hanger less than 12" from girder end. Space hangers accordingly.

SHEET 1 OF 2

Texas Department of Transportation | Bridge Division Standard

MISCELLANEOUS SLAB DETAILS PRESTR CONCRETE I-GIRDERS

IGMS

FILE						
© TxDOT	August 2013	CONT	SECT	JOB	HIGHWAY	
		DIST	COUNTY		SHEET NO.	
					8.20	

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No liability of any kind is assumed by the Texas Department of Transportation for any reuse of these standards or for modifications made to these standards without professional review by the party making the modifications. Any use of these standards by any party for any other project is at the sole risk of the party using the standards.

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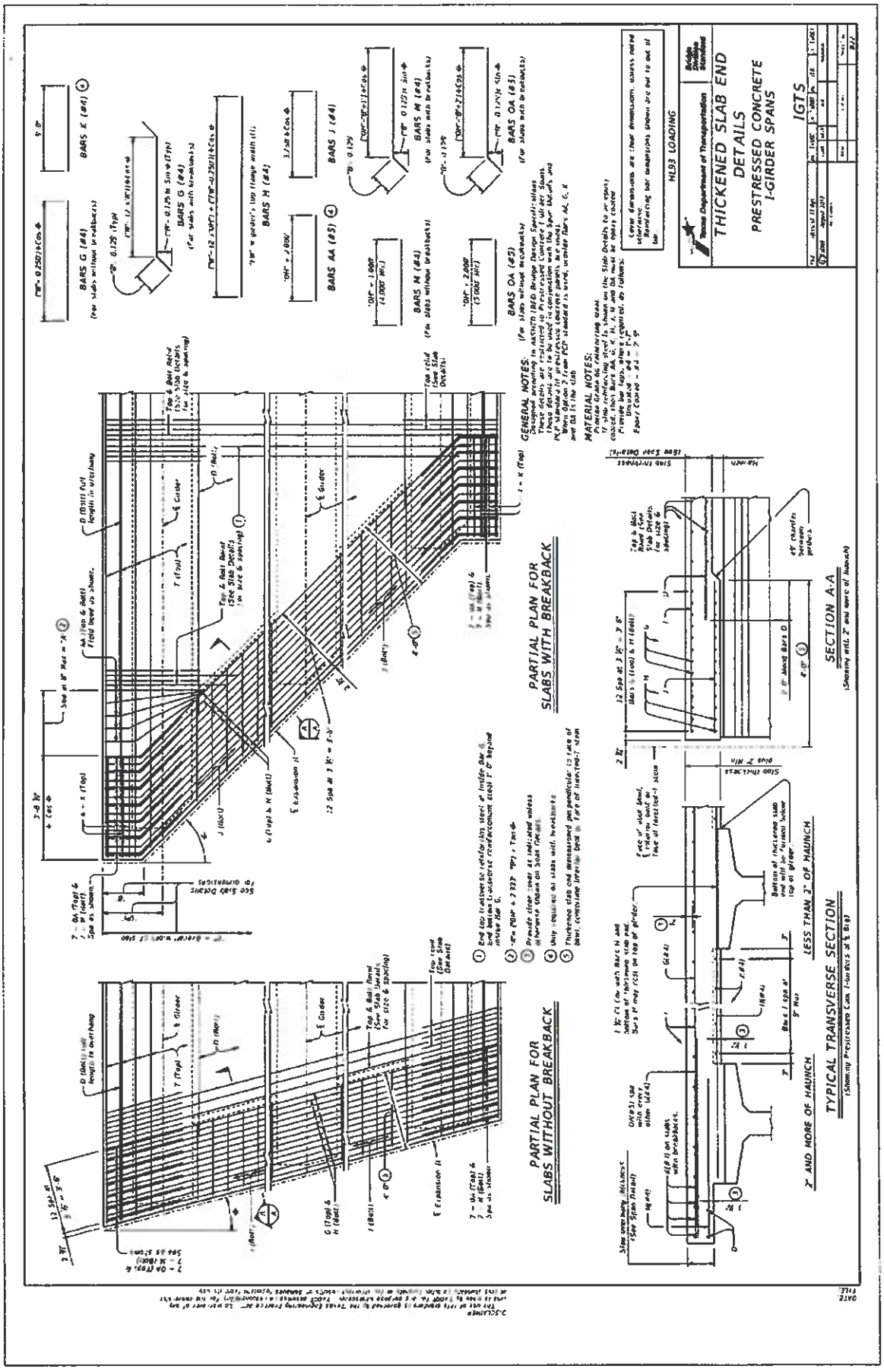
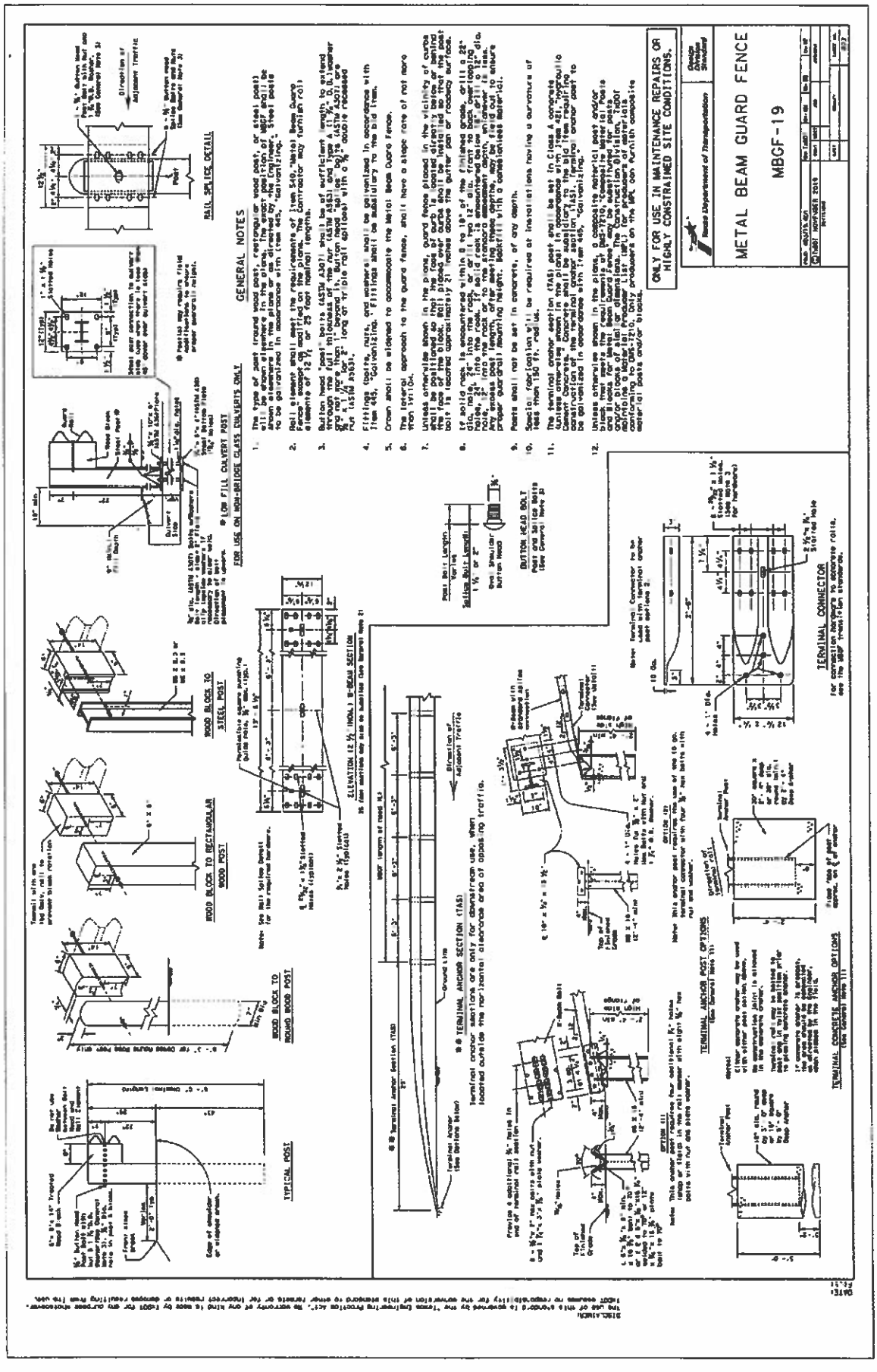
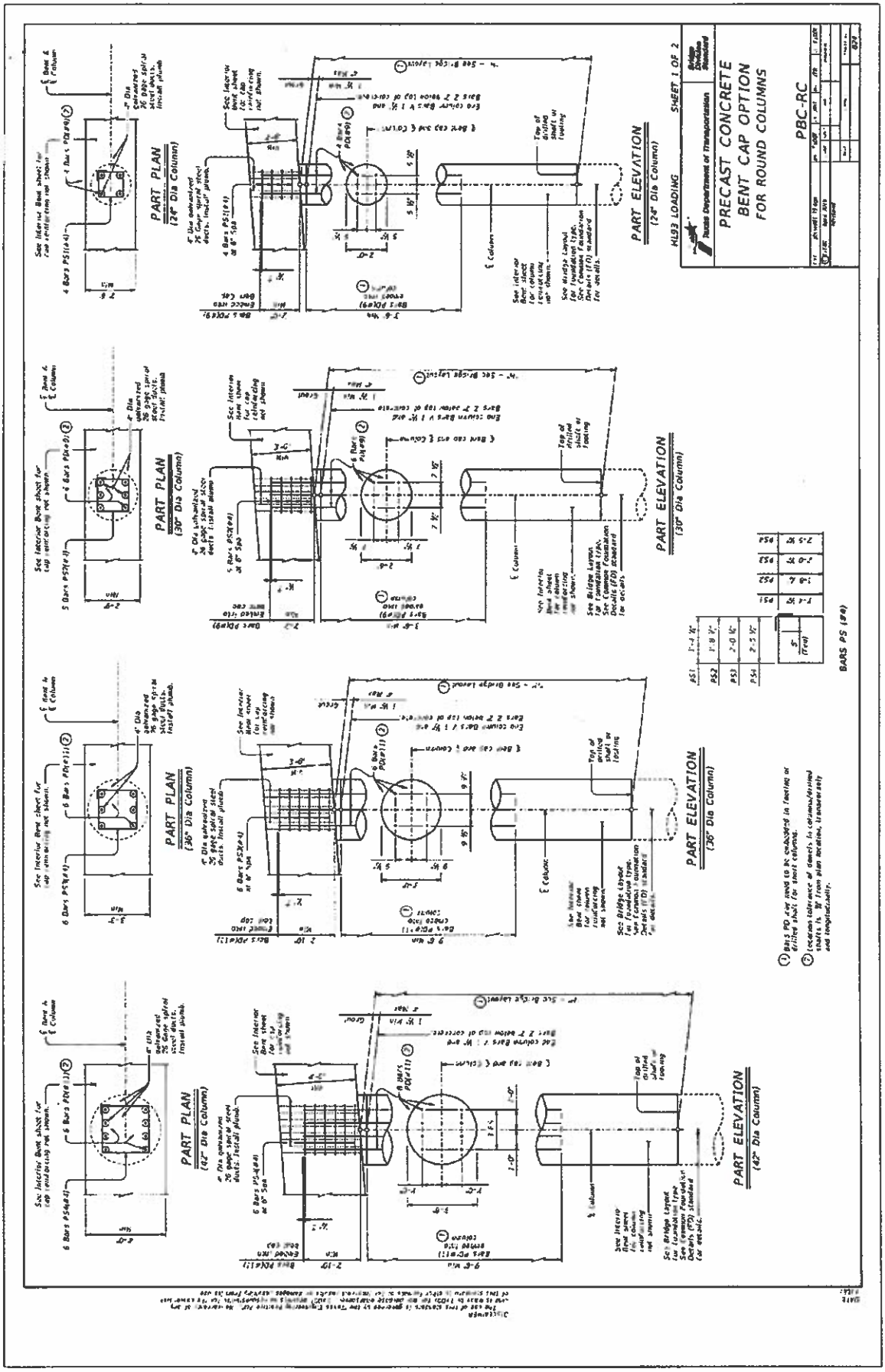
Item 30.

SHEET 2 OF 2
Texas Department of Transportation
MISCELLANEOUS
SLAB DETAILS
PRESTR CONCRETE I-GIRDERS
IGMS
CHAMFER LIMITS DETAIL
CONTROLLED JOINT DETAIL
DRIP BEAD DETAIL
SHOWING EXPANSION JOINTS
SHOWING CONST JTS OR CONTROLLED JTS
REINFORCEMENT OVER INV-T BENTS
BARS N (#4)


THICKENED SLAB END DETAILS
PRESTRESSED CONCRETE I-GIRDER SPANS
IGTS
HL93 LOADING
GENERAL NOTES:
MATERIAL NOTES:
BARS G (#4)
BARS H (#4)
BARS J (#4)
BARS K (#4)
BARS AA (#5)
BARS M (#4)
BARS OA (#5)
PARTIAL PLAN FOR SLABS WITH BREAKBACK
PARTIAL PLAN FOR SLABS WITHOUT BREAKBACK
SECTION A-A
TYPICAL TRANSVERSE SECTION
2" AND MORE OF HAUNCH
LESS THAN 2" OF HAUNCH


METAL BEAM GUARD FENCE
MBGF-19
ONLY FOR USE IN MAINTENANCE REPAIRS OR HIGHLY CONSTRAINED SITE CONDITIONS.
GENERAL NOTES
TYPICAL POST
WOOD BLOCK TO RECTANGULAR WOOD POST
WOOD BLOCK TO ROUND WOOD POST
WOOD BLOCK TO STEEL POST
LOW FILL CULVERT POST
FOR USE ON NON-BRIDGE CLASS CULVERTS ONLY
RAIL SPLICE DETAIL
BUTTON HEAD BOLT
TERMINAL CONNECTOR
TERMINAL ANCHOR SECTION (TAS)
TERMINAL ANCHOR POST OPTIONS
TERMINAL CONCRETE ANCHOR OPTIONS


PBC-RC
PRECAST CONCRETE
BENT CAP OPTION
FOR ROUND COLUMNS
HL93 LOADING
SHEET 1 OF 2
PART PLAN
(24" Dia Column)
PART ELEVATION
(24" Dia Column)
PART PLAN
(30" Dia Column)
PART ELEVATION
(30" Dia Column)
PART PLAN
(36" Dia Column)
PART ELEVATION
(36" Dia Column)
PART PLAN
(42" Dia Column)
PART ELEVATION
(42" Dia Column)
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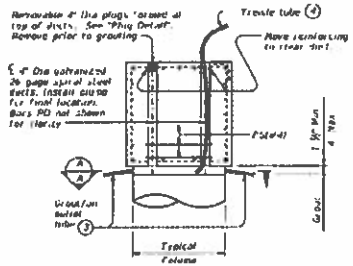
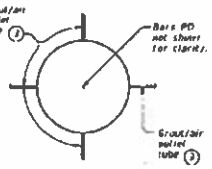
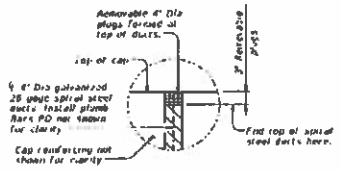


TYPICAL SECTION THRU CAP

(Showing example of ducts and cap reinforcing)



SECTION A-A



PLUG DETAIL

(To keep concrete out of ducts during concrete placement. Remove prior to grouting)

(2) Provide at least 2 grout air outlet (vent) holes spaced around the perimeter of the column. Install at bottom of cap to avoid air entrapment. Seal off holes sequentially when a steady flow of grout without air occurs. Secondary holes to help drain water. Holes at top of column may also be installed.

(4) Continuous gravity-flow grouting through a tremie tube is recommended. With this method, lower a flexible tremie tube through one of the vertical ducts to the bottom of the bedding layer and fill the connection from the bottom upward with a continuous flow of grout. This method requires a sufficient amount of grout to be mixed prior to grouting and that the funnel connected to the tremie tube have adequate volume capacity (4 quarts min is recommended). A valve may be used at top of the tube during grouting to allow refilling the funnel or to keep the grout. The tube should remain within the grout and gradually withdrawn as the level of the grout rises in the ducts. It is critical to ensure a continuous flow of grout to avoid air entrapment. Alternative methods, including pressure grouting with low pressure pumps, may be used provided they are proved effective in grouting required connections during the mock up phase.

(5) Unless otherwise shown.

CONSTRUCTION NOTES:

Cap Fabrication.

Construct and cure cap in accordance with Item 420 "Concrete Substructures". Secure ducts to prevent their movement during concrete placement. Location tolerance of ducts is ½" from plan location, transversely and longitudinally. Seal ducts to prevent intrusion of concrete.

Bearing seats may be grouted with the cap. Bearing seats over 3" in height must be reinforced as per Item 420.4.9. Do not torque HT; points at bearing seats if bearing seats are grouted.

Cap concrete must achieve a compressive strength of 2,500 psi prior to lifting. Limit flexural stress in cap to 250 psi during handling and storage. Store and handle caps in accordance with Item 424 "Precast Concrete Structural Members (Fabrication)". Do not stack caps. Caps that become cracked or otherwise damaged may be rejected.

Cap-to-Column Connection.

Make a trial batch of grout using the same material, equipment and personnel to be used for actual grouting operations and grout a mock-up of the connection at least one week before grouting, and in the presence of the Engineer. This mock-up test must demonstrate the reliability of the Contractor's grouting procedures to provide a connection free of voids. Field test the trial batch grout to the same level required for the actual grouting.

Caps may be placed on galvanized/coated shafts after galvanized/coated shaft concrete has achieved a flexural stress of 355 psi or 2,500 psi compressive strength. Use plastic shims or friction collars to support the cap at the proper elevation prior to grouting. Total area of plastic shims used on top of each column may not exceed 6 percent of the column area. Galvanized/coated shaft curing may be interrupted a maximum of 2 hours for placement of plastic shims or friction collars and cap placement.

Surfaces in contact with grout must be clean and in a saturated, surface-dry condition, immediately prior to grouting. Provide water tight forms. Fill the forms with water and drain just prior to grouting. Ponding or accumulating water is not permitted. Use compressed air to blow out excess water.

Mix grout in accordance with the manufacturer's directions. Evidence of frothing, foaming, or segregation is cause for rejection. Transport grout from mixer to final location by wheel barrow, pocket or pumping.

Perform sampling and testing of grout by trained personnel of the Contractor's choosing and while witnessed by the Engineer. Grouted connections must be free of voids.

Trowel finish top surface of cap anchorage ducts flush with top of cap. Wet and cure these locations for at least 48 hours. Recess lifting loops 1-inch minimum using excitherm cutting rods. Do not overheat or damage the surrounding concrete. Abrade the concrete surfaces of excavation and end of the lifting loop to remove all slag with a needle gun, shot blast, or other approved means. Coat the inside of the excavation area, including the lifting loops, with 10 mils (minimum) of inert. Type VIII epoxy and patch the recess with epoxy mortar.

Friction collars may be removed, if used, and beams placed on the cap after the grout develops a compressive strength of 2,500 psi. Subsequent loading can occur when the grout reaches its final required 28 day compressive strength.

MATERIAL NOTES.

Provide a pre-quantified grout from TxDOT's Material Producer List "Cementitious Grouts and Mortars for Metal Beam Applications", conforming to DMS-4675.

Provide seam-rigid spirally crimped corrugated duct of galvanized, cold rolled steel conforming to ASTM A653. Corrugations must have a minimum amplitude of 0.09".

Grout tubes and forms shall be approved prior to grouting.

Provide Grade 60 reinforcing steel. Epoxy coat or galvanize all reinforcement if column reinforcement is epoxy coated or galvanized.

GENERAL NOTES:

Designed in accordance with AASHTO LRFD Bridge Design Specifications.

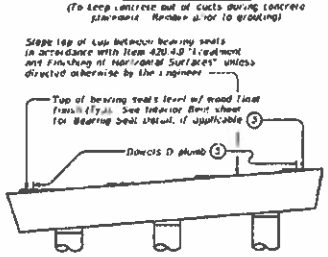
The Contractor has the option to provide precast bent caps in accordance with the details shown. No additional payment will be made if the Contractor uses precast caps.

Submit shop drawings of precast caps for approval prior to construction. Indicate lifting attachments and locations on the shop drawings.

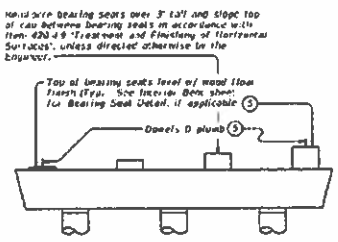
Precast Concrete Bent Cap Option shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

See Interior Bent sheet for details and more dimensions.

Reinforcing bar dimensions shown are out to out of bar.



CAP SET AT SLOPE



CAP SET LEVEL

EXAMPLES OF PRECAST BENTS WITH DOWELS D

HIGH LOADING SHEET 2 OF 2

Texas Department of Transportation | Bridge Division Standard

PRECAST CONCRETE BENT CAP OPTION FOR ROUND COLUMNS

PBC-RC

FILE	standard filename	DN: TxDOT	CK: MWB	DW: JKR	CK: ADD1
©TxDOT	April 2019	CONT	SECT	JOB	HIGHWAY
	REVISIONS				
		DIST	COUNTY		SHEET NO.
					825

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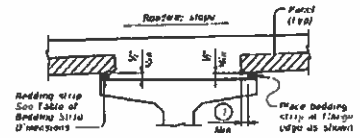
Item 30.



NORMAL GRADING DETAIL (3)

Showing prestressed concrete I-girders. (Other beam types similar)

TABLE OF BEDDING STRIP DIMENSIONS		
WIDTH	HEIGHT (4)	
	Min	Max
1 (Min)	½"	2"
1 ½"	½"	2 ½"
1 ½"	½"	3"
1 ½"	½"	3 ½"
2"	½"	4"
2 ½"	½"	4 ½" (2)
2 ½"	½"	5" (1)
4 ½"	½"	5 ½" (1)
5" (Max)	½"	6" (1)

(1) ¾" Min for I-girders. 1 ½" Min for all other beam types.

(2) Allowed for I-girders, not allowed on other beam types

(3) To reduce the quantity of cast-in-place concrete, bedding strip thickness may be increased in ½" increments. Bedding strips must be compressed at one layer. Glue bedding strips to the beams with an adhesive compatible with bedding strips. Bedding strips over 2.5" high may need to be beveled to panels. The same thickness strip must be used within any one panel edge and the maximum change in thickness between adjacent panels is ½". Alternatively, bedding strips may be cut to grade. Panels may be supported by an alternate method, using a commercial product, if approved by the Engineer of Bridges Design Bridge Division. If bedding strips exceed 6" high for I-Girders, or high for all other beam types, use Special Grading Detail for Concrete Beams or submit an alternate method to the Bridge Division For approval.

(4) Height shall not exceed twice the width.

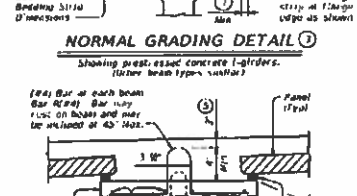
(5) Provide clear cover as indicated unless otherwise shown on Span Details.

(6) See Span Details and Treatment Slab Rail Details for top slab reinforcement and clear cover. Transverse top slab reinforcement may rest on top of prestressed concrete panels if necessary to maintain clear cover.

(7) Stirrup Bars UP (#4) with Bent Bars #(#4) in all areas where placement haunch exceeds 5 ½" with I-girders, and 3" for all other beam types. Epoxy coating for Bars UP is not required.

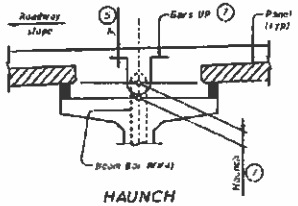
(8) Do not locate construction joints on top of a panel

(9) Butt adjacent bedding strips together with adhesive. Cut v notches, approx ½" deep, in the top of the bedding strips at 8'-0" c.



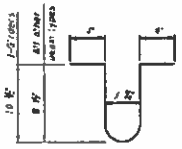
SPECIAL GRADING DETAIL FOR CONCRETE BEAMS

Showing prestressed concrete I-girders. (Other beam types similar)

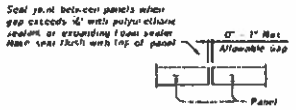


HAUNCH REINFORCING DETAIL

Showing prestressed concrete I girders. (Other beam types similar)

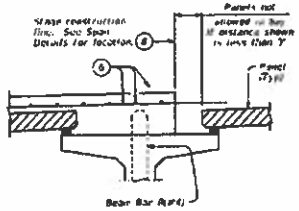


BARS UP (#4) (7)

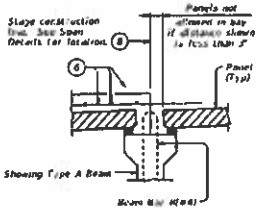


PANEL JOINTS

(Panel reinforcing not shown for clarity. This gap cannot be considered as a panel fabrication tolerance. Adjust panel placement to minimize joint openings.)



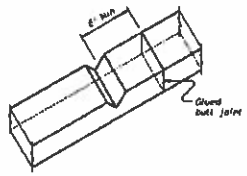
PRESTR CONC I-GIRDERS



PRESTR CONC I-BEAMS

STAGE CONSTRUCTION LIMITATIONS

(Other beam types similar)



BEDDING STRIP DETAIL (8)

CONSTRUCTION NOTES:

Inverted panels must bear uniformly on bedding strips of extruded polystyrene placed along the flange edges.

Placing panels to minimize joint openings is recommended.

If additional bracing is needed, special grading details for supporting the panels and extra reinforcing between beam and slab will be considered subsidiary to deck construction.

Bars U shown on PCP-FAB, may be bent over or cut off if necessary.

Care must be taken to ensure proper cleaning of construction debris and consolidation of concrete material under the edges of the panels. Bedding strips must be placed at beam flange edges so that adequate space is provided for the mortar to form a minimum of 1 ½" under the panels as the slab concrete is placed.

To allow the proper amount of mortar to flow between beam and panel, the minimum vertical opening must be at least ½". Roadway cross-slope reduces the opening available for entry of the mortar. Bedding strips varying in thickness across the beam are therefore required.

For deck span between U beams less than or equal to 18'-0", see Permissible Slab Forming Detail on Miscellaneous Slab Detail Sheets, IBMS.

MATERIAL NOTES:

Provide Grade 60 reinforcing steel in the cast-in-place slab. See Table of Reinforcing Steel for size and spacing of reinforcement.

If the top and bottom layer of reinforcing steel is shown on the Span Details to be epoxy coated, then the U, E, F, & Z bars must be epoxy coated.

Provide bar laps, where required, as follows.

Uncoated — #4 — 1' 7"

Epoxy Coated — #4 — 2' 5"

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

Panel placement may follow either Option 1 or Option 2 except Option 1 must be used if the skew exceeds 45 degrees.

Use of Prestressed Concrete Panels is not permitted for horizontally curved steel plate or tub girders.

See Span Details for other possible restrictions on their use.

These details are to be used in conjunction with the Span Details. PCP-FAB and other applicable standard drawings.

When panel support (bedding strips) elevation from what is shown herein, provide details signed and sealed by a professional Engineer.

Any additional reinforcement or concrete required on this standard is considered subsidiary to the bid item "Reinforced Concrete Slab".

Cover dimensions are clear dimensions, unless noted otherwise.

Reinforcing bar dimensions shown are out to out of bar.

HL93 LOADING SHEET 1 OF 4

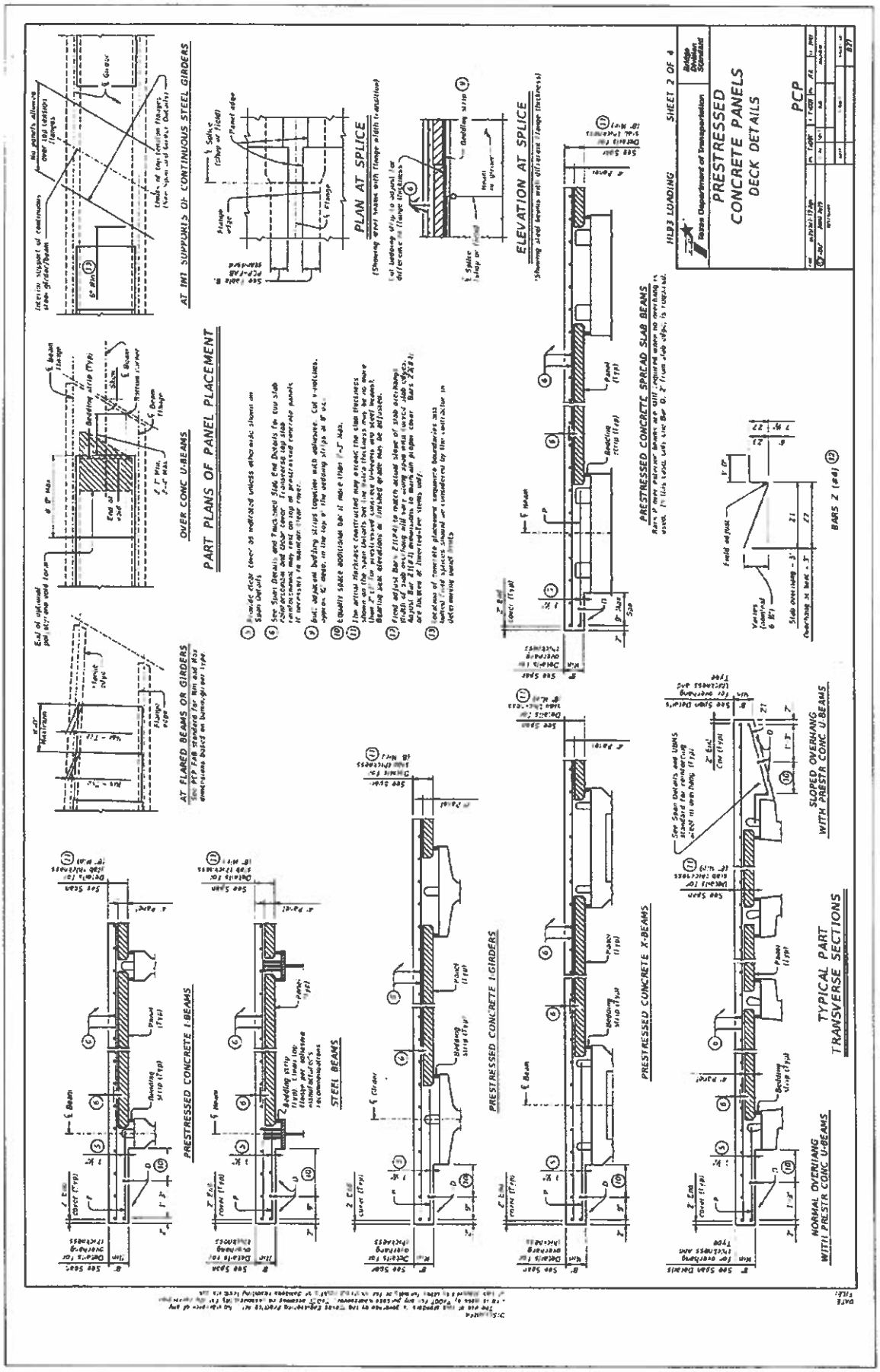
State Department of Transportation — Bridge Division Standard

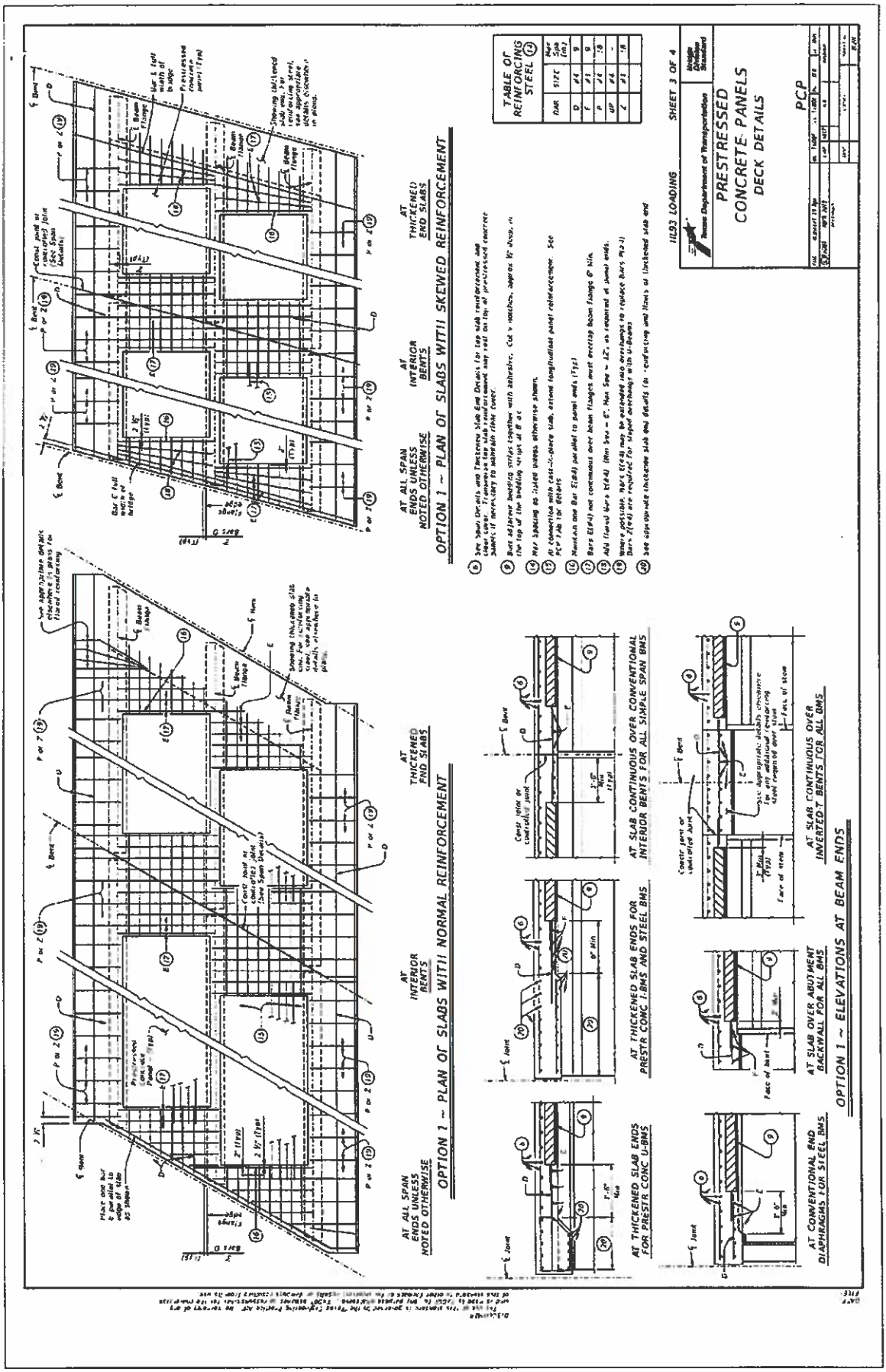
PRESTRESSED CONCRETE PANELS DECK DETAILS

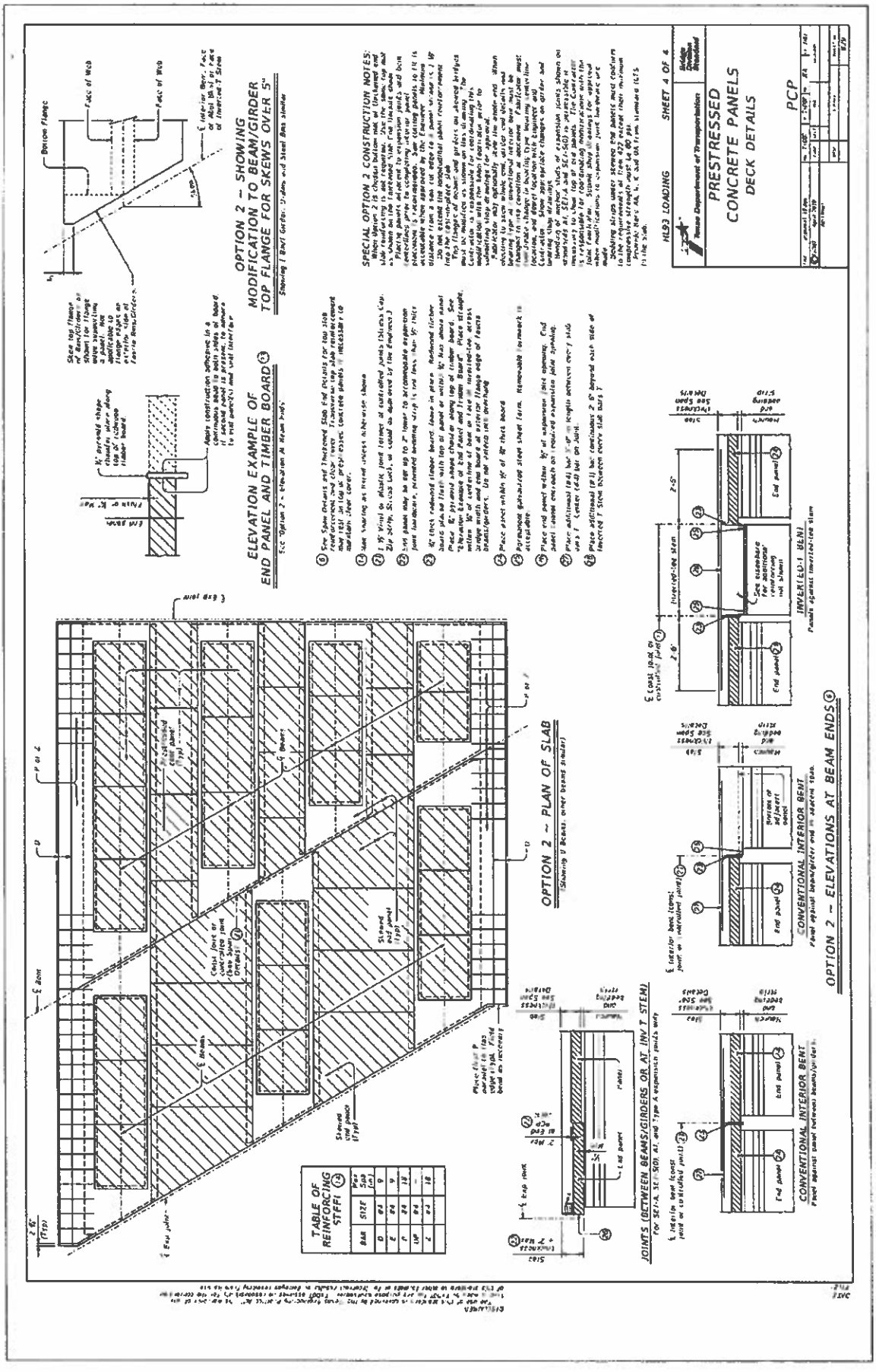
PCP

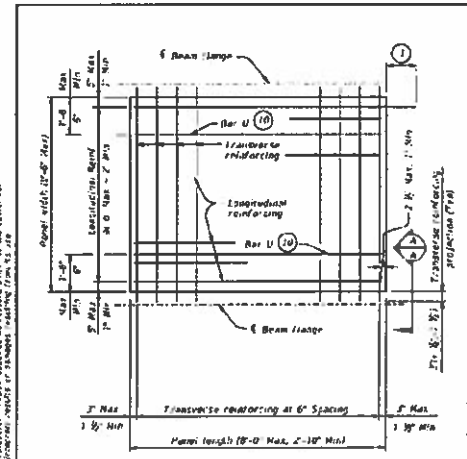
DATE	DESIGNED	DRAWN	CHECKED	QUANTITIES	APPROVED
07-18					
01-21	Span Table Revised				

BPG

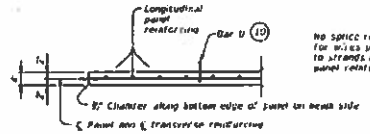

PRESTRESSED CONCRETE SLAB BEAMS
PRESTRESSED CONCRETE I-BEAMS
STEEL BEAMS
PRESTRESSED CONCRETE I-GIRDERS
PRESTRESSED CONCRETE X-BEAMS
SLOPED OVERHANG WITH PRESTR CONC U-BEAMS
NORMAL OVERHANG WITH PRESTR CONC U-BEAMS
TYPICAL PART TRANSVERSE SECTIONS
AT FLARED BEAMS OR GIRDERS
OVER CONC U-BEAMS
AT INT SUPPORTS OF CONTINUOUS STEEL GIRDERS
PART PLANS OF PANEL PLACEMENT
PLAN AT SPLICE
ELEVATION AT SPLICE
BARS Z (#4)
HL93 LOADING
SHEET 2 OF 4
PRESTRESSED CONCRETE PANELS
DECK DETAILS
PCP


PRESTRESSED CONCRETE PANELS
DECK DETAILS
PCP
SHEET 3 OF 4
HL93 LOADING
OPTION 1 ~ PLAN OF SLABS WITH SKEWED REINFORCEMENT
OPTION 1 ~ PLAN OF SLABS WITH NORMAL REINFORCEMENT
OPTION 1 ~ ELEVATIONS AT BEAM ENDS
AT ALL SPAN ENDS UNLESS NOTED OTHERWISE
AT INTERIOR BENTS
AT THICKENED END SLABS
AT THICKENED SLAB ENDS FOR PRESTR. CONC. I-BMS AND STEEL BMS
AT SLAB CONTINUOUS OVER CONVENTIONAL INTERIOR BENTS FOR ALL SIMPLE SPAN BMS
AT THICKENED SLAB ENDS FOR PRESTR CONC I-BMS
AT SLAB CONTINUOUS OVER INVERTED-T BENTS FOR ALL BMS
AT CONVENTIONAL END DIAPHRAGMS FOR STEEL BMS
AT SLAB OVER ABUTMENT BACKWALL FOR ALL BMS
TABLE OF REINFORCING STEEL (12)


PRESTRESSED CONCRETE PANELS
DECK DETAILS
PCP
HL93 LOADING
SHEET 4 OF 4
OPTION 2 – SHOWING MODIFICATION TO BEAM/GIRDER TOP FLANGE FOR SKEWS OVER 5°
ELEVATION EXAMPLE OF END PANEL AND TIMBER BOARD
SPECIAL OPTION 2 CONSTRUCTION NOTES:
OPTION 2 – PLAN OF SLAB
OPTION 2 – ELEVATIONS AT BEAM ENDS
CONVENTIONAL INTERIOR BENT
INVERTED-T BENT
JOINTS (BETWEEN BEAMS/GIRDERS OR AT INV T STEM)
TABLE OF REINFORCING STEEL

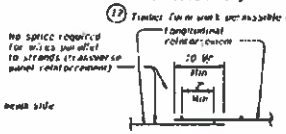


TYPICAL NON-SKEWED PANEL PLAN



SECTION A-A

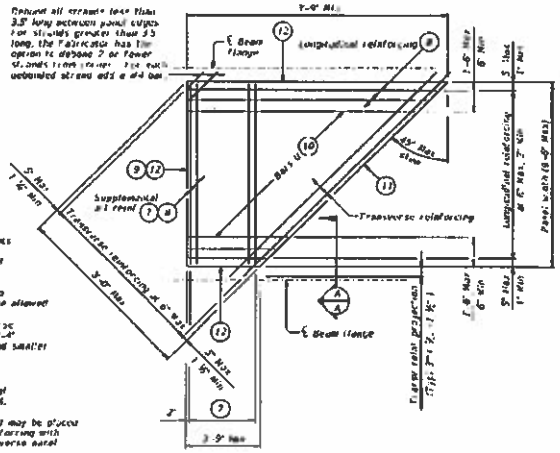
(Not showing supplemental #4 bars for skewed end panels.)



WELDED WIRE REINFORCEMENT (WWR) SPLICE DETAIL (6)

1. At connection with cast-in-place slab, extend longitudinal panel reinforcement 1'-0" (±3") past panel end. Alternatively, provide (#3) x 2'-0" dowels at 6" Max Spacing and extend dowels 1'-0" past panel end.
2. Four loops required per panel.
3. Four loops required per panel. ½" or ⅝" strands may be used.
4. Bar mat dimensions shall be used as specified with parallel beams. Maximum and minimum dimensions apply only to skews with flared beams.
5. See Warren Grading Detail on PCP standard for top elevations and bedding strip dimensions. Some tops shown in tables cannot utilize all bedding strip widths.
6. One splice allowed per panel. No more than two sheets of WWR are allowed.
7. Provide (#4) bars under transverse reinforcing, 10 Spaces at 4" = 3'-4" Omit for 5 degree (1:12) skew and smaller.
8. End Cover 2 ½" Max, 1" Min
9. Harness strands as indicated panel edge in accordance with Item 424.
10. At the Fabricator's option, Bars U may be placed parallel to transverse panel reinforcing with horizontal legs in plane of transverse panel reinforcing.
11. Use length of widened panel edge as panel width for purpose of determining type of transverse reinforcing.
12. Texture form work unaccessible this edge.

Reduce all strands less than 3.5" long between panel edges for strands greater than 3.5 long, the Fabricator has the option to debond 2 or fewer strands from each end or use webbed strand and a #4 bar



TYPICAL SKEWED END PANEL PLAN

(Only to be used with details shown elsewhere on the plans.)

TABLE A (1) (2)			
Beam Type	Nominal (in.)	Min (in.)	Max (in.)
A	3	2 ½	3 ½
B	3	2 ½	3 ½
C	4	3	4 ½
IV	6	4	7 ½
VI	8 ½	4 ½	8 ½
U40 - 54	5 ½	5 ½	7
Tx28-70	6	5	7 ½
XBJO - 40	4	3	4 ½
XSB12 - 15	3	3	4 ½

TABLE B (3) (4)			
Top Flange Width	Nominal (in.)	Min (in.)	Max (in.)
11" to 13"	2 ½	2 ½	3 ½
Over 13" to 15"	3 ½	3	4 ½
Over 15" to 18"	4	3	4 ½
Over 18"	5	3 ½	6 ½

GENERAL NOTES:

Provide Class H concrete for panels. Release strength f'_{ci}=3,500 psi. Minimum 28 day strength f'_c=5,000 psi.

Provide ¾" chamfer along bottom edge of panel on beam side.

Do not use epoxy coated reinforcing steel bar or strand in panels.

Roughen full area of top panel surface.

Finish top of panel to a roughness between 3 No. 6 and No. 7 concrete surface profile, inclusive, as specified by the International Concrete Repair Institute (ICRI).

Slope drawings for the fabrication of panels will not require the Engineer's approval if fabrication is in accordance with the details shown on this standard.

A panel layout which identifies location of each panel must be developed by the Fabricator. Permanently stamp each panel in accordance with the panel layout. A copy of the layout is to be provided to the Engineer.

TRANSVERSE PANEL REINFORCEMENT:

For panel widths over 3', use ⅜" or ½" Dia (270k) prestressing strands with a tension of 14.4 kips per strand.

For panel widths over 3'-6" up to and including 5', use ½" or ⅝" Dia (270k) prestressing strands with a tension of 14.4 kips per strand. Optionally, (#4) Grade 60 reinforcing bars may be used in lieu of prestressed strands.

For panel widths up to 3'-6", use (#4) Grade 60 reinforcing bars (prestressed strands alone are not allowed).

Place transverse panel reinforcement at panel centerline and space at 6" Max.

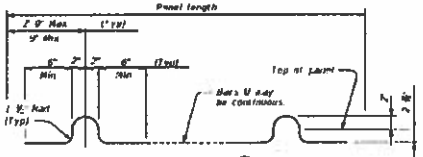
LONGITUDINAL PANEL REINFORCEMENT:

Any of the following options may be used for longitudinal panel reinforcement:

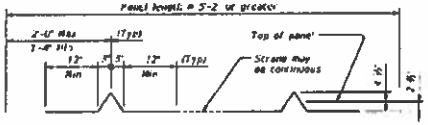
1. (#3) Grade 60 reinforcing at 6" Max Spacing. No splices allowed.
2. ½" Dia prestressing strands at 6 ½" Max Spacing (unstressed). No splices allowed.
3. ⅝" Dia prestressing strands at 6" Max Spacing (unstressed). No splices allowed.
4. Deformed Welded Wire Reinforcement (WWR) (ASTM A1064) producing 0.22 sq in per foot of panel width. Wires larger than (#7) are permitted. Provide transverse wires to ensure proper handling of reinforcing. One splice per panel is allowed. See WWR Splice Detail.

No combination of longitudinal reinforcement options on a panel is allowed.

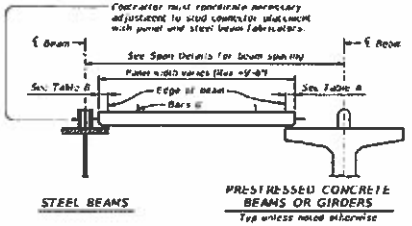
Place longitudinal panel reinforcement above or below transverse panel reinforcement. Must be placed above transverse panel reinforcement for skewed end panels with supplemental (#4) reinforcement.



BARS U (#3) (7)



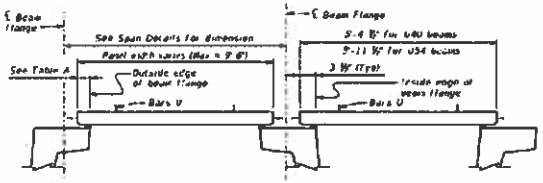
OPTIONAL STRAND FOR BARS U (3)



STEEL BEAMS

PRESTRESSED CONCRETE BEAMS OR GIRDERS

Typ unless noted otherwise



PRESTRESSED CONCRETE U-BEAMS

TYPICAL SECTIONS FOR DETERMINING PANEL WIDTH

HL93 LOADING

Texas Department of Transportation | Bridge Division Standard

PRESTRESSED CONCRETE PANEL FABRICATION DETAILS

PCP-FAB

FILE	pcpfab19.dgn	DN: TxDOT	CK: TxDOT	DW: RR	CK: MES
© TxDOT	April 2019	CONT	SECT	JOB	HIGHWAY
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Item 30.

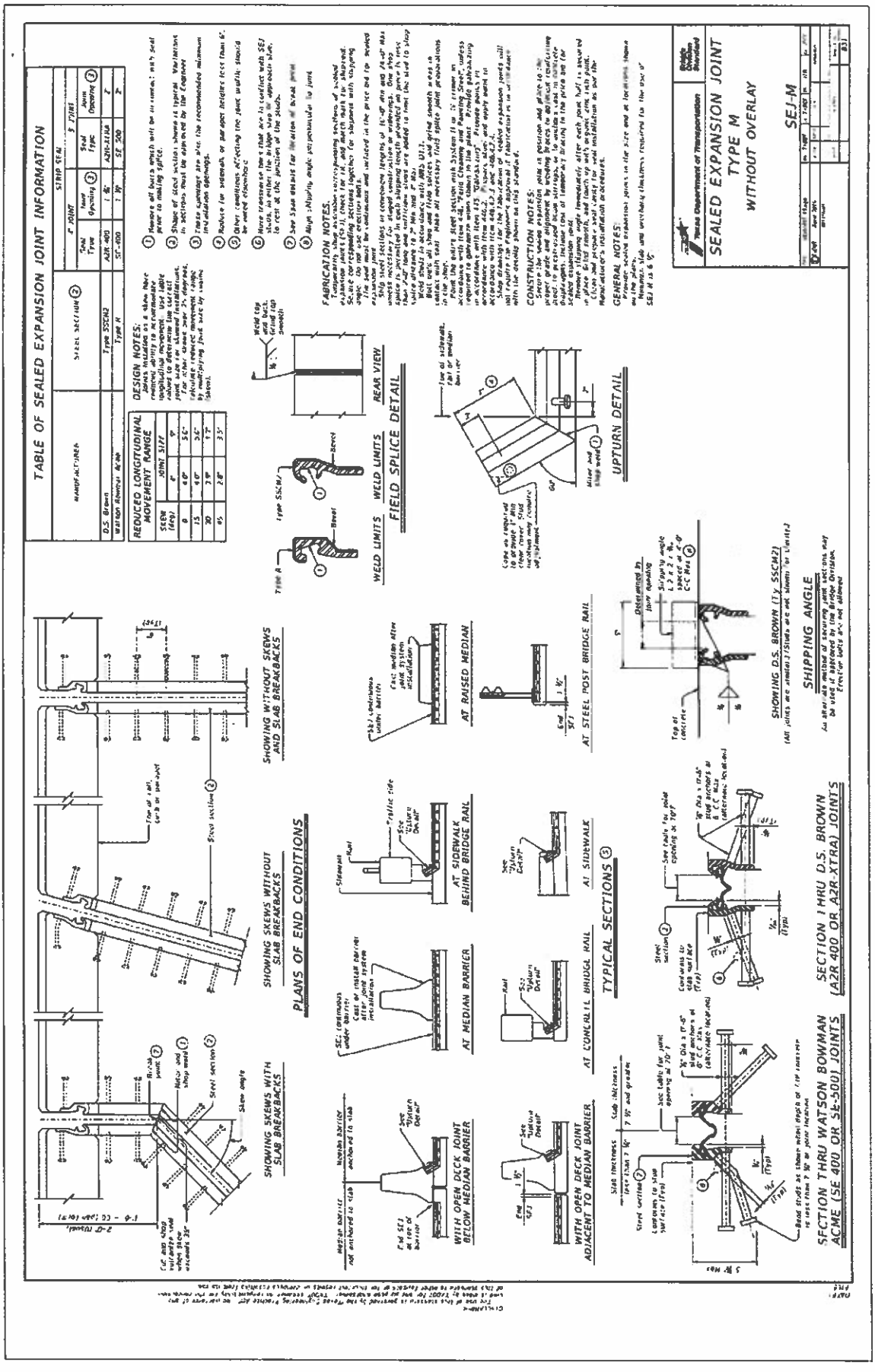
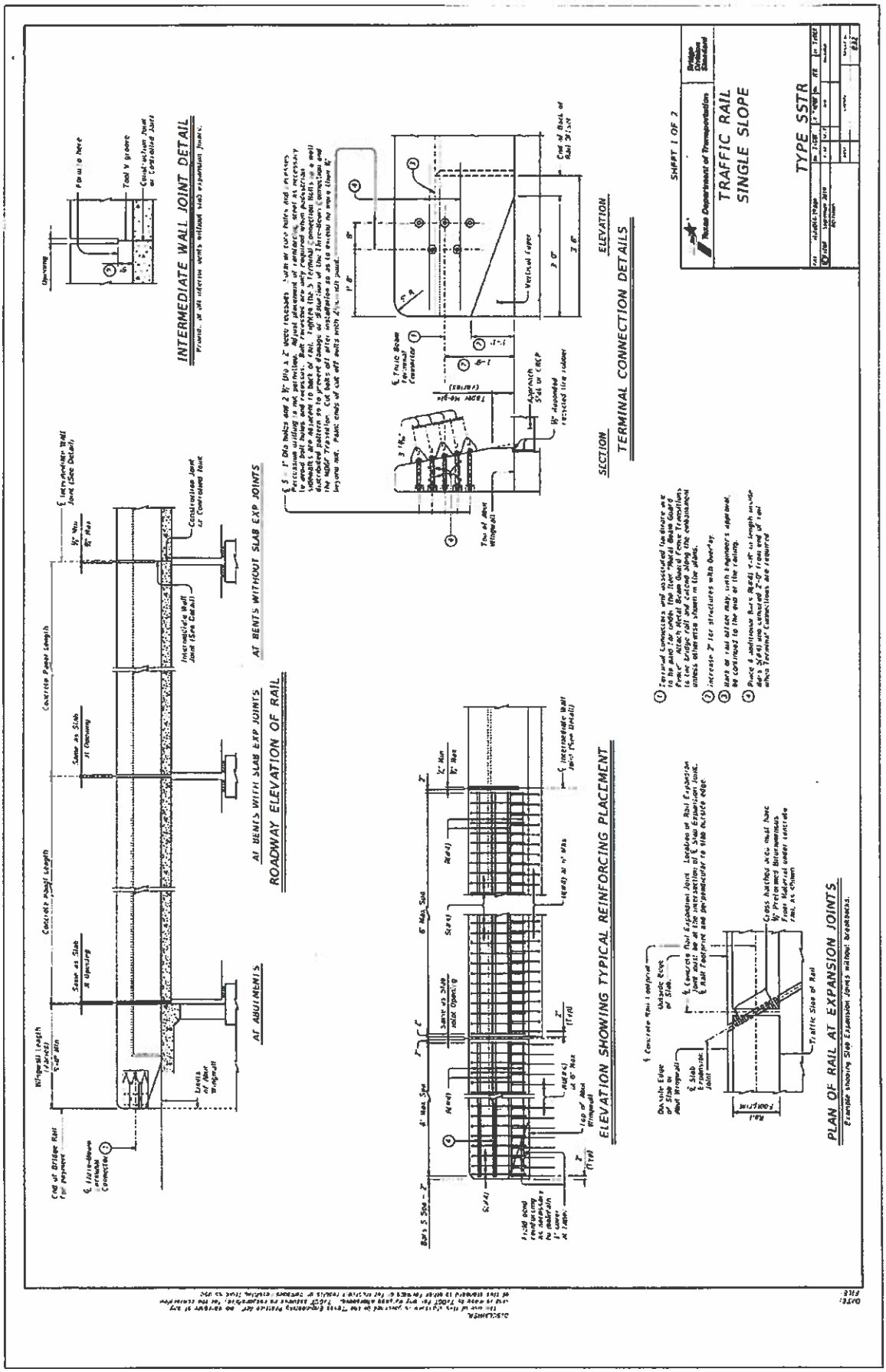


TABLE OF SEALED EXPANSION JOINT INFORMATION
MANUFACTURER
STEEL SECTION (2)
STRIP SEAL
4" JOINT
8" JOINT
Seal Type
Seal Opening (3)
Seal Type
Seal Opening (3)
D.S. Brown
Type SSCM2
A2R 400
1 3/4"
A2R-XTRA
2"
Watson Bowman Acme
Type M
SE-400
1 1/2"
SE 500
2"
REDUCED LONGITUDINAL MOVEMENT RANGE
SKEW (deg)
JOINT SIZE
4"
8"
0
4.0"
5.6"
15
4.0"
5.6"
30
3.9"
5.5"
45
2.8"
3.5"
DESIGN NOTES:
Joints installed as a skew have reduced ability to accommodate longitudinal movement. Use table above to determine required joint size for skewed installations. For other skews over 3°, determine calculated reduced movement range by reducing joint size by table values.
1. Remove all bars which will be in contact with seal prior to making splice.
2. Shape of steel section shown is typical. Variations in sections must be approved by the Engineer.
3. These openings are also the recommended minimum installation openings.
4. Reduce fin widths or parapet heights less than 6".
5. Other conditions affecting the joint width should be noted elsewhere.
6. Note transverse bars that are in conflict with SEJ studs, so either the bridge bar or opposite side, to rest at the junction of the studs.
7. See Span details for elevation at break point
8. Mark skewing angle perpendicular to joint
FABRICATION NOTES:
Temporarily shop assemble entire spacing of welded expansion joints (SEJ) check for fit, and match mark for shipment. Shop assemble joints in largest practical length for shipment with stripping angle. Do not use erection bolts.
The seal must be continuous and included in the price bid for welded expansion joint.
Make splices in continuous lengths of 15'-0" min and 25'-0" max unless necessary for staged construction or widenings. One shop splice is permitted in each stripping length provided all parts in any such stripping length are fabricated at the same time. Splices are to be staggered at least 2'-0" from any transverse joint in the slab.
Weld studs in accordance with AWS D1.1.
Blast clean all shop and field splices and grind smooth areas in contact with seal. Make all necessary field splice joint preparations in accordance with item 442.
Paint the entire steel section with System II or III primer in accordance with item 446, "Paint Cleaning and Painting Steel", unless otherwise specified. Paint the joint assembly after it is erected in accordance with item 446.2, "Field Cleaning and Painting Steel". Touch up damaged areas of paint in accordance with item 446.3 and 446.4.
Weld splices and field splices in accordance with item 448, "Structural Welding". Welding of expansion joints will not require the engineer's approval of fabricators as set forth in item 448.
CONSTRUCTION NOTES:
Secure the sealed expansion joint in position and place to the proper grade and alignment by welding blocks to adjacent reinforcing steel to prevent joint shrinkage, or by welding to temporary blocking in the joint gap for sealed expansion joint.
Remove stripping angle immediately after each pour half is secured in place and cleaned, and touch up with organic zinc rich paint. Remove and reinstall stripping angle for each installation as per the manufacturer's installation instructions.
GENERAL NOTES:
Provide sealed expansion joints in the sizes and at locations shown on the plans.
Numbers, Slab and overhang thickness required for the use of SEJ at 15 & 5°
Texas Department of Transportation
SEALED EXPANSION JOINT
TYPE M
WITHOUT OVERLAY
SEJ-M
PLANS OF END CONDITIONS
SHOWING SKEWS WITHOUT SLAB BREAKBACKS
SHOWING SKEWS WITH SLAB BREAKBACKS
WITH OPEN DECK JOINT BELOW MEDIAN BARRIER
WITH OPEN DECK JOINT ADJACENT TO MEDIAN BARRIER
TYPICAL SECTIONS (3)
AT MEDIAN BARRIER
AT SIDEWALK BEHIND BRIDGE RAIL
AT CONCRETE BRIDGE RAIL
AT SIDEWALK
AT RAISED MEDIAN
AT STEEL POST BRIDGE RAIL
FIELD SPLICE DETAIL
WELD LIMITS
REAR VIEW
UPTURN DETAIL
SHOWING D.S. BROWN (Ty. SSCM2)
SHIPPING ANGLE
SECTION THRU WATSON BOWMAN ACME (SE 400 OR SE-500) JOINTS
SECTION I HRU D.S. BROWN (A2R 400 OR A2R XTRA) JOINTS


INTERMEDIATE WALL JOINT DETAIL
AT BENTS WITHOUT SLAB EXP JOINTS
AT BENTS WITH SLAB EXP JOINTS
ROADWAY ELEVATION OF RAIL
AT ABUTMENTS
ELEVATION SHOWING TYPICAL REINFORCING PLACEMENT
SECTION
ELEVATION
TERMINAL CONNECTION DETAILS
PLAN OF RAIL AT EXPANSION JOINTS
TRAFFIC RAIL
SINGLE SLOPE
TYPE SSTR
SHEET 1 OF 2
State Department of Transportation

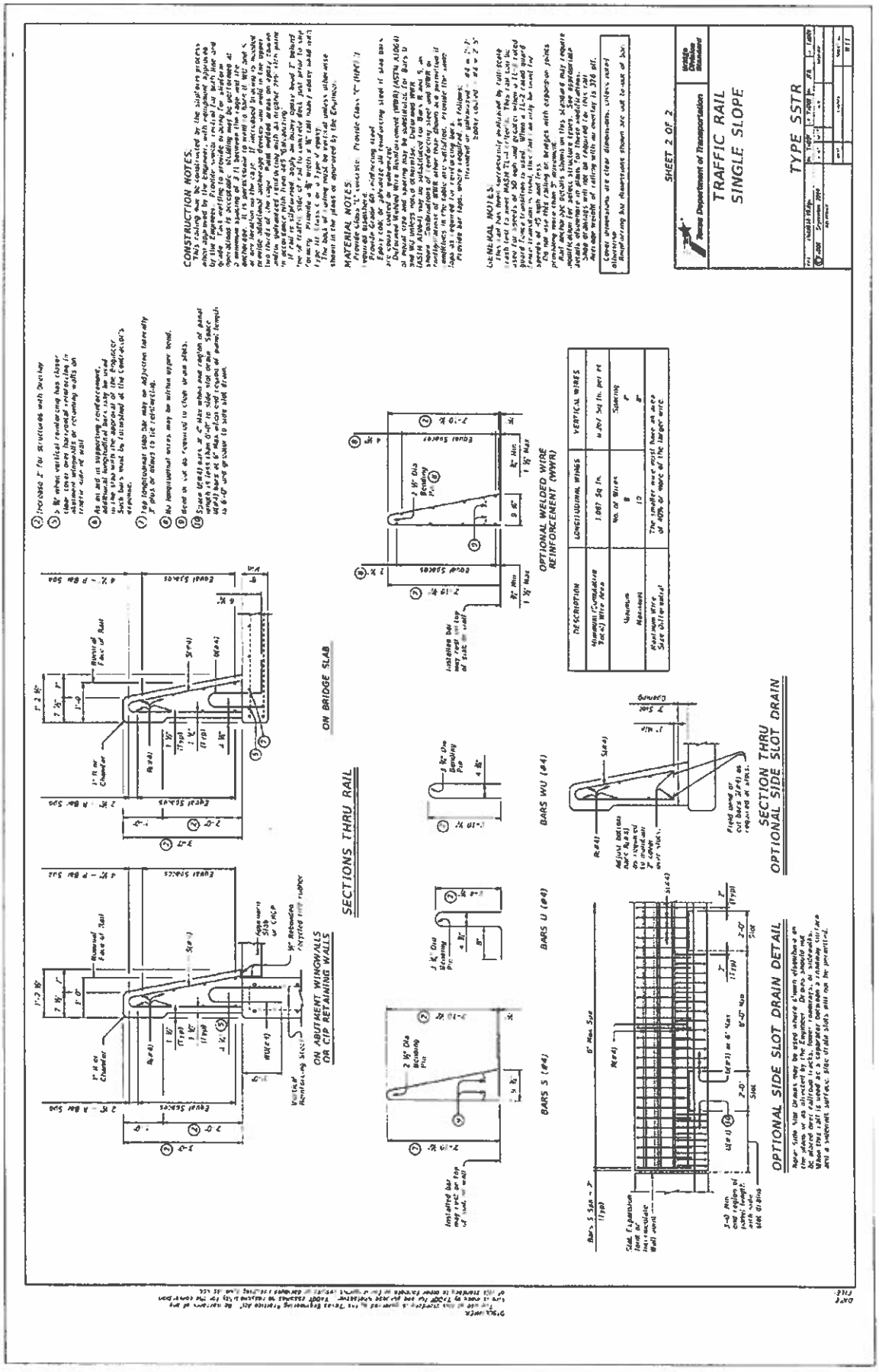

TYPE SSTR
TRAFFIC RAIL
SINGLE SLOPE
SHEET 2 OF 2
Texas Department of Transportation
CONSTRUCTION NOTES:
MATERIAL NOTES:
GENERAL NOTES:
SECTIONS THRU RAIL
ON BRIDGE SLAB
ON ABUTMENT WINGWALLS
OR CIP RETAINING WALLS
OPTIONAL WELDED WIRE
REINFORCEMENT (WWR)
DESCRIPTION
LONGITUDINAL WIRES
VERTICAL WIRES
BARS WU (#4)
BARS S (#4)
SECTION THRU
OPTIONAL SIDE SLOT DRAIN
OPTIONAL SIDE SLOT DRAIN DETAIL

Exhibit "C"

Brookshire-Katy Drainage District
1111 Kenney Ave.
Brookshire, Texas 77423

ANNUAL TEXAS REGISTERED PROFESSIONAL ENGINEER INSPECTION CERTIFICATE

I, _____, a Registered Professional Engineer, duly licensed to practice in the State of Texas do hereby certify that on _____, ___, 20___, the Detention Facilities designed and constructed as part of _____, to the best of my knowledge, conformed to the plans and technical specifications contained in the civil engineering drawings therein stated on file with the Brookshire-Katy Drainage District under Permit No. _____, and as of the date of this certificate said Detention Facilities have the capacity to function in substantial conformity with said approved plans and technical specifications.

_____ _____
Signature Date

_____
Mailing Address

_____
City, State, Zip

_____
Phone Number

2100509
01/13/2021 09:04:50 AM Total Pages: 11 Fees: $52.00
Debbie Hollan, County Clerk - Waller County, TX

Exhibit "D"

TEMPORARY ACCESS EASEMENT
(13.884 Acres)

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

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WALLER §

THAT TWINWOOD (U.S.), INC., a Texas corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **BROOKSHIRE-KATY DRAINAGE DISTRICT**, a political subdivision of the State of Texas, whose mailing address is P.O. Box 608, Brookshire, Texas 77423 ("Grantee"), a temporary and non-exclusive easement and right-of-way (the "Easement") for vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon and through that certain tract of land located in Waller County, Texas, containing 13.884 acres, as more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Notwithstanding anything herein to the contrary, the Easement is temporary and shall automatically terminate and be of no further force and effect on the date on which a plat is recorded that encompasses the Easement Tract. At such time, the Easement shall automatically revert to Grantor without the necessity for Grantor or Grantee to take any action.

Grantee may enter upon the Easement Tract to engage in all activities as may be necessary in connection therewith. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not unreasonably interfere with Grantee's use of the Easement for the purposes set forth herein.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Waller County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Waller County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED this 24 day of August, 2020.

GRANTOR:

TWINWOOD (U.S.), INC.,
a Texas corporation

By: _____
Name: Abel C. Gonzales
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 29th day of June, 2020, by Abel C Gonzales, Vice President of TWINWOOD (U.S.), INC., a Texas corporation, on behalf of said corporation.

(NOTARY SEAL)

ROBIN L WAINIKAINEN
Notary ID #126091101
My Commission Expires
April 25, 2023

_____
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: DAVID HUNSUCKER
Title: PRESIDENT

ATTEST:

By: Ruth Ellis
Name: Ruth Ellis
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Waller §

This instrument was acknowledged before me the 24 day of August, 2020, by David Hunsucker President, and Ruth Ellis, Secretary of the Board of Directors of BROOKSHIRE-KATY DRAINAGE DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

JOY SHIPMAN
Notary ID #131849874
My Commission Expires
January 10, 2023

_____
Notary Public, State of Texas

Attachments:
Consent of Lienholder (Capital Farm Credit, FLCA)
Exhibit A - Description of Easement Tract

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

CONSENT OF LIENHOLDER
(Capital Farm Credit, FLCA)

CAPITAL FARM CREDIT, FLCA, being the owner and holder of certain liens or other security interests (the "Security Interests"), against the real property described in **Exhibit A** attached hereto (the "Easement Tract"), hereby:

(a) Consents to the conveyance of the Temporary Access Easement to Brookshire-Katy Drainage District ("District") on, across, along, over, upon, and through the Easement Tract;

(b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Temporary Access Easement; and

(c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the District created under the Temporary Access Easement.

Executed on the date set forth in the acknowledgment below, but EFFECTIVE as of the date of Grantor's execution of the Temporary Access Easement.

CAPITAL FARM CREDIT, FLCA

By: _____
Name: Robert Ward
Title: SVP

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 30th day of June, 2020, by Robert Ward, Senior Vice President of CAPITAL FARM CREDIT, FLCA, on behalf of said banking association.

(NOTARY SEAL)

ROBIN L WAINIKAINEN
Notary ID #126091101
My Commission Expires
April 25, 2023

_____
Notary Public, State of Texas

Exhibit A
Description of Easement Tract

January 9, 2020
Job No. LJAS001-7777-1040

DESCRIPTION OF
13.884 ACRES

Being 13.884 acres of land located in the Nathan Brookshire League, Abstract 16, and the William Cooper League, Abstract 20, of Waller County, Texas, more particularly being a portion of that certain called 477.895 acre tract described in the deed to NBI Properties, Inc. by an instrument of record under File Number 2008146817, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), and under Volume 998, Page 753, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and under File Number 2012121483, F.B.C.O.P.R., and a portion of that certain called 82.3025 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in Volume 1393, Page 101, W.C.O.P.R., said 13.884 acre tract being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

COMMENCING for reference at a concrete monument (4-inch X 4-inch) found in the north line of said Fort Bend County, common to the south line of said Waller County, and in the east line of said 477.895 acre tract, common to the west right-of-way line of Farm-to-Market (F.M.) 359 (called 100' wide);

Thence, North 35° 56' 20" West, departing said county line, along the east line of said 477.895 acre tract, common to the west right-of-way line of said F.M. 359, 1,706.08 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the most easterly corner and POINT OF BEGINNING of the herein described tract;

Thence, North 80° 49' 42" West, departing said common line, 28.32 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 1,003.77 feet along the arc of a non-tangent curve to the right, having a radius of 3,245.00 feet, a central angle of 17° 43' 24", and a chord which bears South 63° 16' 32" West, 999.78 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

13.884 Acres

January 9, 2020
Job No. LJAS001-7777-1040

Thence, South 72° 08' 14" West, 1,186.32 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 27° 08' 14" West, 14.14 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 72° 08' 14" West, 887.00 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

Thence, 1,702.41 feet along the arc of a tangent curve to the left, having a radius of 3,145.00 feet, a central angle of 31° 00' 52", and a chord which bears South 56° 37' 48" West, 1,681.70 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 86° 07' 22" West, 14.12 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 1,262.35 feet along the arc of a non-tangent curve to the left, having a radius of 3,155.00 feet, a central angle of 22° 55' 29", and a chord which bears South 29° 28' 44" West, 1,253.94 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the southeast corner of the herein described tract in the south line of said 477.895 acre tract, common to the north line of that certain called 316.9155 acre tract described in the deed to NBI Properties, Inc., by an instrument of record under File Number 2006152865, F.B.C.O.P.R., now known as Twinwood (U.S.), Inc. by an instrument of record under File Number 2012121483, F.B.C.O.P.R., same being in said Waller and Fort Bend County Line;

Thence, South 87° 42' 14" West, along said common line, 95.79 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the southwesterly corner of the herein described tract, from which a 1-inch iron rod found in said common line, bears South 87° 42' 14" West, 963.25 feet, the beginning of a non-tangent curve;

Thence, departing said common line, 1,342.02 feet along the arc of a non-tangent curve to the right, having a radius of 3,245.00 feet, a central angle of 23° 41' 44", and a chord which bears North 29° 16' 38" East, 1,332.47 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

13.884 Acres

January 9, 2020
Job No. LJAS001-7777-1040

Thence, North 03° 41' 53" West, 14.16 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 1,751.77 feet along the arc of a non-tangent curve to the right, having a radius of 3,255.00 feet, a central angle of 30° 50' 07", and a chord which bears North 58° 43' 10" East, 1,730.70 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 08' 14" East, 887.38 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 62° 51' 46" East, 14.14 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 72° 08' 14" East, 1,185.93 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

Thence, 975.35 feet along the arc of a tangent curve to the left, having a radius of 3,155.00 feet, a central angle of 17° 42' 45", and a chord which bears North 63° 16' 51" East, 971.47 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 09° 10' 28" East, 28.25 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the most northerly corner of the herein described tract, in the east line of said 477.895 acre tract, common to the west right-of-way line of said F.M. 359, from which a 3/4-inch iron pipe found in said common line bears, North 35° 56' 20" West, 396.20 feet;

Thence, South 35° 56' 20" East, 130.00 feet to the POINT OF BEGINNING and containing 13.884 acres of land.

LJA Surveying, Inc.

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
6601
PROFESSIONAL
LAND SURVEYOR

1/9/2020

I:\Projdsk1\SURVEY\7777\1040\LEGALS\13.884 Ac TW Pkwy Seg E Revised M&B.doc

FILED AND RECORDED

Instrument Number: 2100509

Filing and Recording Date: 01/13/2021 09:04:50 AM Pages: 11 Recording Fee: $52.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:
BROOKSHIRE-KATY DRAINAGE DISTRICT
1111 KENNEY ST
BROOKSHIRE, TX 77423

FILED AND RECORDED

Instrument Number: 2100530

Filing and Recording Date: 01/13/2021 02:13:24 PM Pages: 104 Recording Fee:

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:
BROOKSHIRE-KATY DRAINAGE DISTRICT
1111 KENNEY ST
BROOKSHIRE, TX 77423

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4254705	**Award Amount:**	$50,854.00
Date Awarded:	10/31/2025	**Grantee Cash Match:**	$25,701.73
Grant Period:	10/01/2025 - 09/30/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2026	**Grantee GPI:**	$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	**Total Project Cost:**	$76,555.73
Grantee Name:	Waller County		
Project Title:	Victims' Assistant		
Grant Manager:	Thomas Adams		
Unique Entity Identifier (UEI):	LMJBNSDDVA94		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/5/2024
Federal/State Award ID Number:	15POVC-24-GG-00728-ASSI
Total Federal Award/State Funds Appropriated:	$68,277,833.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No

Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim ser in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively aw by the State to local community-based organizations that provide direct services to crime victims

PROPOSAL

250510-01

Date: 06/25/2025
Expires: 11/07/2025
Drawing Numbers:

Project:	Waller County Courthouse Annex 3225 US-90 Brookshire, TX 77423	**Client:**	Waller County Courthouse Annex 3225 US-90 Brookshire , TX 77423

Contact: Jamie Kovar 9798267600 jkovar@wallercounty.us

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Price:	Qty:	Item Total:
A. Fabrication of custom LED-Illuminated pylon sign. Includes providing and installing a new Daktronics 5'x10' digital display 10mm.	$64,500.00	1	$64,500.00
B. Engineering and Foundation design	$2,200.00	1	$2,200.00
C. Shop Drawings and Permit Acquisition	$1,400.00	1	$1,400.00
E. Foundation	$4,900.00	1	$4,900.00
F. Design	$6,800.00	1	$6,800.00
		Subtotal:	**$79,800.00**
		Total:	**$79,800.00**

- **EXCLUDING:**
  - Sales Tax
  - City or county's permit fees (will bill at cost)
- **NOTE:**
  - All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted from above work and completed in substantial workmanlike manner for the sum of with payment as follows:
- **TYPE OF REQUESTED PAYMENT:**
  - On Completion: 100%

NOTE

This agreement is between Buyer and ARIA SIGNS AND DESIGN (Seller) it will outline the scope of services and responsibilities of each Party to affect completion of the Work. ARIA SIGNS AND DESIGNS agrees to provide all items (signs) covered in the Scope of Work. Buyer agrees to compensate ARIA SIGNS AND DESIGN the agreed amount and according to the terms for performance of the Work. Hereby acknowledge responsibility and authorize all city, county, state permit charges and staff time fees to be billed for the procurement of said sign.

PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS MUST BE FURNISHED TO SIGN INSTALLATION SITE BY CLIENT PRIOR TO ANY INSTALLATION.

Salesperson: Jessica Montiel

Buyer_____Seller_____

www.squarecoil.com

PROPOSAL

250510-01

Date: 06/25/2025
Expires: 11/07/2025
Drawing Numbers:

Project:	Waller County Courthouse Annex 3225 US-90 Brookshire, TX 77423	**Client:**	Waller County Courthouse Annex 3225 US-90 Brookshire , TX 77423

Contact: Jamie Kovar 9798267600 jkovar@wallercounty.us

Buyer shall be responsible and pay all of the necessary costs involved in installation. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at ten (10) percent per annum, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitations, reasonable attorney's fees, expert witness fees, court costs, and expenses. In addition to any other right or remedy provided by law, if Buyer fails to pay for the Work when due, Seller has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek any legal or equitable remedies available to it.

ADDITIONAL SERVICE FOR WORK AT INSTALL:

Please note if any additional revision are needed on the existing design, resizing, re-planning, or schematic changes shall be completed at additional cost, with prior agreement by both involved Parties and any changes must be approved by ARIA SIGNS AND DESIGN.
ARIA SIGNS AND DESIGN shall not be liable for any delays cause by fire, accident, delay of suppliers, labor strikes or act of nature.

WARRANTY:

We warrant against any defects of materials, labor or installation for ONE full year from date of purchase. However, the Seller has the option of buying up to 5 years of warranty in additional cost. (ask your ARIA SIGNS AND DESIGN reps for more information). Sellers warranty is limited to replacement or repair of original work, and in no event shall Seller be liable for consequential or special damages, or for other expenses which may arise in connection with such products or parts. Any upgrade to lighting inside a cabinet will include a parts and labor warranty for electrical components for one (1) year. The original warranty will be considered null and void if any other company is allowed to service the sign during the warranty period, or if Buyer fails to timely make payment.
Buyer hereby agrees to the terms as set forth and ARIA SIGNS AND DESIGN will have the right to remove sign(s) and file lien against property in case of default of any payment when due.

CUSTOMER ACCEPTANCE OF PROPOSAL:

The above prices and specifications and conditions are satisfactory and are hereby accepted. Aria Signs and Design is authorized to perform the work as specified. Payment is outlined above. Note: Agreement will not become effective until such time as it is authorized by Client below. Authorization will not occur until production requirements are met. Any production lead times will not begin until date of authorization by Client. All proposals are subject to approval of salesperson's manager, and final approval will be indicated by manager's signature below.

Salesperson: Jessica Montiel

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

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WALLER COUNTY
2025.6 SALARY ORDER

Amended by Commissioners' Court effective 11/16/2025

GRADE			2025 APPROVED RATE
	Fund 125-Department 442 Maintenance of Buildings		
101	8 Custodian	$	15.00
101	9 Custodian	$	15.00

Auditor will transfer 2025 budgeted funds

WALLER COUNTY
FISCAL YEAR 2027 BUDGET CALENDAR

MONTH	BUDGET CMTE	DEPARTMENTS	COMMISSIONER'S COURT
January			
February	**Feb 11:** Kickoff Meeting		
	Feb 16: Letter from Judge to Department Heads and Elected Officials goes out		
	Feb 19: Auditor's Office opens up software for users to begin entering FY Budget requests	**Feb 19**: Departments can enter budget requests	
March			
April	**April 3**: Budget Software Closed to users	**April 3**: Budget Requests Due	
	April 8: Budget Requests Distributed to CC		**April 15**: Initial Budget Discussion at CC
	April 30: Property value estimate due from appraisal district; Budget Cmte Meeting		
May	**May 13**: Budget Workshop	**May 13**: Budget Workshop	**May 13**: Budget Workshop
June	**Various**: Budget Cmte Meetings with Elected Officials and Department Heads	**Various:** Meetings with Budget Committee	
July	**Various:** Budget Cmte Meetings with Elected Officials and Department Heads	**Various**: Meetings with Budget Committee	
	July 13: Budget Cmte releases recommended budgets	**July 14**: Recommended budgets are received	
	TBD: Chief Appraiser certifies appraisal roll		
	July 22: Budget Workshop	**July 22**: Budget Workshop	**July 22**: Budget Workshop
	July 30: Notice out to Elected officials on salary and expenses. Proposed Budget filed with County Clerk and Auditor and posted publicly		

August	**TBD**: Final Budget Cmte meetings with department heads and elected officials; Cmte finalizes budget; NNR and VAR forms submitted to Tax Assessor Collector		**TBD**: Tax rate and budget proposed
	Aug 7: NNR, VAR and draft budget submitted to Commissioner's Court and posted on County Homepage		**TBD**: Set Public Hearings (if needed) and post notice publicly
	Aug 19: Budget Discussion	**Aug 19:** Budget Discussion	**Aug 19:** Budget Discussion
September			**TBD:** Posting of elected official salaries and expenses (only if being increased)
			Sept 16: Public Hearings (if needed)
			Sept 16: Adopt Tax Rate
			Sept 16: Adopt Budget
			Sept 16: Elected officials salaries set

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into as of the date this Agreement is countersigned by the Controller of the City of Houston, Texas (the date of such counter-signature being hereafter referred to as the "Effective Date") by and between **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas (the "City" or "Seller"), and **WALLER COUNTY, TEXAS,** a political subdivision of the State of Texas ("Waller County" or "Purchaser"), and together the "Parties".

WHEREAS, the City, acting through HAS, is the holder of a Clean Water Act dredge and fill permit No. 21948(01)/SWG-2000-02727 (the "Permit"), attached hereto as Exhibit "C-1" and incorporated herein for all purposes, issued under cover of letter dated April 8, 2002, by the U.S. Army Corps of Engineers, Galveston Branch ("USACE"), as later amended on April 8, 2002, attached hereto as Exhibit "C-2", and incorporated herein for all purposes, for the impact to the jurisdictional waters of the United States (wetlands) for several major capital improvement projects at George Bush Intercontinental Airport/Houston ("IAH"), including the north runway, the Consolidated Rental Car Facility, East Cargo and other associated projects which commenced in 1999; and

WHEREAS, the Permit required the City of Houston to, among other things, secure a conservation easement on the 915-acre tract of land in Montgomery County ("Bahr Woods Preserve") and construct wetlands and preserve in perpetuity a 600-acre parcel out of an approximately 1,431-acre tract (the "Property" as more particularly described below and shown in Exhibit "C-3") owned by the City in Waller County in the Katy Prairie ("Waller County Mitigation Site" or "Westside Mitigation Site"); and

WHEREAS, on August 25, 2014, USACE notified the Houston Airport System ("HAS") that the wetland mitigation criteria for the Permit was satisfied (attached hereto as Exhibit "D") and that the Permit number was changed to SWG-2000-02727; and

WHEREAS, on May 19, 2021, Waller County adopted a Parks, Trails, & Open Space Master Plan in an effort to ensure that the County grows responsibly while retaining its natural legacy. The County desires to pursue opportunities to formalize a plan for County-operated parks, trails, and other open space facilities through the development of a formal parks system; and

WHEREAS, Waller County was appropriated funds by the 89th Legislature of the State of Texas, Regular Session of 2025 in Senate Bill 1 for a Waller County Regional Stormwater Detention Basin, and desires to acquire the Property from the City for such a purpose, as well as future public park, trails, open space or other public purposes with uses on the 600 acres that would be compatible with the Permit; and

WHEREAS, the City satisfied the conditions of the Permit and the Property does not now, nor will it in the future, serve a civil aviation purpose for the City; and

WHEREAS, the proceeds from the sale of the Property will serve to benefit civil aviation in the City;

NOW, THEREFORE, for and in consideration of the premises, mutual benefits, covenants and agreements contained herein, Waller County and the City agree as follows:

AGREEMENT:

Seller and Purchaser hereby agree as follows:

1. **SALE AND PURCHASE**. Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to terms and conditions herein set forth certain tracts or parcels of land being designated as:

> Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).
>
> Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).
>
> Tract 3: 5.982 acres (260,574 square feet) tract of land situated in the H. & T.C.R.R. Survey, Section 79, Abstract 157, in Waller County, Teas and being out of that certain tract described in the deed recorded in Volume 23, Page 587 of the Waller County Deed Records (W.C.D.R.).
>
> Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

together with all rights and interests appurtenant thereto, including all of Seller's right, title and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards made or to be made as a result or in lieu of condemnation, any awards for damage to the Property (as hereinafter more specifically defined) or any part thereof by reason of casualty (all of the above being hereinafter collectively referred to as the "Land"); and all improvements of every kind and description in, on, over and under the Land ("Improvements"). The Land and Improvements are herein collectively called the "Property." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (as hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever, except for the Permitted Encumbrances (as hereinafter defined).

2. **PURCHASE PRICE**. The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is:

NINETEEN MILLION SEVEN HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($19,740,000.00).

Purchaser shall pay the Purchase Price to Seller in good funds on the Closing Date, as hereinafter defined, subject to any adjustments provided elsewhere in this Agreement.

3. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Seller hereby represents and warrants to, and covenants with Purchaser that:

a. Seller will have as of the Closing Date (as hereinafter defined), good and indefeasible title in fee simple to the Land and Improvements, subject only to the Permitted Encumbrances, and free and clear of all liens;

b. Seller shall use good faith efforts to promptly notify in writing Purchaser of any material change with respect to the Property or with respect to any information heretofore or hereafter obtained by Seller respecting the Property;

c. There are none and, as of the Closing Date (as hereinafter defined), there will be none of the following:

(i) Tangible personal property and fixtures ("Personalty") of any kind owned by Seller and attached to, located on or used in connection with the ownership, maintenance, or operation of the Property that will not be conveyed to Purchaser at Closing,

(ii) Leases, franchises, licenses, occupancy agreements or other agreements (collectively, "Leases") demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property, or prepaid rents ("Rents"), or deposits, security or otherwise (collectively, "Deposits") made by tenants, and,

(iii) (contracts or agreements, such as maintenance, service or utility contracts; (warranties, guaranties, indemnities or claims; licenses or permits; or other property owned or held by Seller which relates, in any way, to the design, construction, ownership, use, leasing, maintenance, service or operation of the Property, Personalty, Leases, Rents, or Deposits;

d. There are no actions, suits, claims, assessments, or proceedings pending or, to the actual knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder;

e. From the date hereof until the Closing Date (as hereinafter defined), Seller shall:

(i) maintain the Property in a good and business-like manner in accordance with good and prudent business practices, and not commit or consent to be committed any waste to the Property,

(ii) not enter into any agreement or instrument or take any action which would constitute an encumbrance of the Property, which would bind Purchaser or the Property after Closing or which would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser, and

(iii) afford Purchaser and its representatives the continuing right to inspect the Property during the Inspection Period (as hereinafter defined) at reasonable hours and upon reasonable notice, and any and all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property;

f. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller and no liens or other claims for the same have been filed or asserted against any part of the Property;

g. Seller has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to any third parties, and this Agreement, when executed and delivered to Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms; and,

h. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder).

i. This Agreement is subject to approval of this Agreement, by the City Council of the City of Houston, Texas; the signature of this Agreement by the Mayor; and counter-signature of the City Controller of the City of Houston, Texas, but otherwise without obtaining any consents or approvals from, or the taking of any other actions with respect of, any third parties (or if any such consents, approvals, or other actions are required, the same will be accomplished prior to the Closing Date, as hereinafter defined).

j. This Agreement is further subject to advanced, written approval by the Federal Aviation Administration (“FAA”) and the United States Army Corps of Engineers (“USACE”).

k. This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of the Parties, enforceable by one Party against the other in accordance with its terms.

4. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Purchaser (i) is not in receivership or dissolution; (ii) has not made any assignment for the benefit of creditors; (iii) has not admitted in writing its inability to pay their debts as they mature; (iv) has not been adjudicated a bankrupt; (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state; and (vi) does not have any such petition described in (v) filed against Buyer.

b. Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement subject, however, to approval of this Agreement and the appropriation of funds related thereto by the Commissioners Court of Waller County.

c. Purchaser must maintain the Waller County Mitigation Site authorized by the Permit in good condition and in conformance with the terms and conditions of the Permit, or any modification thereof. Purchaser is not relieved of this requirement if Purchaser abandons the permitted activity, although Purchaser may make a good faith transfer to a third party by obtaining the signature of the new owner in the space provided in the Permit and forward a copy of the Permit to the USACE to validate the transfer of this authorization. Should Purchaser wish to cease to maintain the permitted activity or should Purchaser desire to abandon it without a good faith transfer, Purchaser must obtain a modification of this Permit from the USACE, which may require restoration of the area.

d. Purchaser shall assume the responsibilities of the permittee, City of Houston, to protect the 600-acre Waller County Mitigation Site in perpetuity. Purchaser will not sell or transfer the property, nor allow the property to be developed in any fashion, including placement of fill material into or draining of the wetlands that currently exist or exist at any point in the future on the property, without the approval of the USACE. All passive management activities on the site must have USACE written approval prior to their implementation.

e. Within six (6) months' of the Closing, Purchaser shall convey a conservation easement on the 600-acre Waller County Mitigation Site to a conservation organization, such as the Coastal Prairie Conservancy (formerly the Katy Prairie Conservancy). The Purchaser will make a one-time monetary contribution to a stewardship fund of the conservation organization. The monetary contribution shall be determined by the conservation organization. This contribution will be dedicated to the long-term management of the Waller County Mitigation Site area

in perpetuity. Purchaser shall also pay any other fees required for the conservation organization's acceptance of a conservation easement.

f. Purchaser shall perform ongoing maintenance activities at the Waller County Mitigation Site to include, but not limited to, mowing of upland and wetland areas (during dry periods) to control invasive species, berm and water control structure inspection and maintenance, fertilization of upland areas, erosion control, and overall land use management.

5. TITLE REPORT AND SURVEY.

a. Within thirty (30) days following the Effective Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser a Commitment for a Texas form Owner Policy of Title Insurance ("Title Commitment") issued by Stewart Title Guaranty Company, as underwriter, through its local agent Texas American Title Company ("Title Company"), whose address is 3000 Research Forest Drive, Suite 110, The Woodlands, TX 77381 (primary contact: Shannon Gandy), setting forth the status of the title of the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Property.

b. Seller shall permit Purchaser, at Purchaser's sole cost and expense, to have a survey (the "Survey") prepared by a licensed surveyor acceptable to the Title Company, which Survey shall (i) reflect the actual dimensions of, and area within, the Land, the location of any easements, set-back lines, encroachments, or overlaps thereon or thereover, and the outside boundary lines of all Improvements; (ii) identify all easements, set-back lines, and other matters referred to on the Title Commitment by volume and page reference; (iii) include the surveyor's registered number and seal, the date of the Survey, and a certificate satisfactory to Purchaser, in its reasonable discretion; (iv) be sufficient to cause the Title Company to delete (except for "shortages in area") the printed boundary exceptions in any Owner's Title Policy, if Purchaser elects to obtain same at its cost; (v) reflect any area within the Land that has been designated by the Federal Insurance Administration, the Army Corp of Engineers, or any other governmental agency or body as being subject to special flooding hazards; and (vi) in general, comply with the requirements of the Texas Surveyor's Association for a Category I Condition 2A Survey.

c. Purchaser shall have until the later of (a) five (5) days' prior to the Closing Date or (b) thirty (30) days after receipt of the items to be delivered pursuant to Sections 5(a), and 5(b) above (the "Title Inspection Period") to examine such items and to specify to Seller those items affecting the Property which Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such Title Inspection Period shall be deemed items which Purchaser will accept title subject to (the "Permitted Encumbrances"). The Title Company shall deliver at Closing an

amended Title Commitment, to the extent Seller cures the Encumbrances, reflecting the cure of such matters. Notwithstanding anything to the contrary herein, any monetary liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the same to be released at or prior to Closing except real estate taxes and other assessments not yet due and payable, which shall be customarily prorated at closing.

d. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Property, Purchaser shall have the following rights, as its sole and exclusive remedies:

i. Purchaser may terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money which shall be paid to Seller, shall be returned to Purchaser, and neither party shall have any further rights, duties, or obligations hereunder; or

ii. Purchaser may elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the Encumbrances not so removed or cured shall become Permitted Encumbrances to be treated in the manner provided herein for Permitted Encumbrances.

6. <u>INSPECTION PERIOD</u>.

a. Purchaser acknowledges that it had a period of thirty (30) days (the "Inspection Period") during which time Purchaser conducted, at Purchaser's sole cost and expense, such inspections, studies and evaluations of the Property as Purchaser deemed necessary or desirable to assist Purchaser in determining the suitability and condition of the Property (the written products of such inspections, studies and evaluations being hereinafter collectively referred to as the "Environmental Reports"). Such studies and evaluations may have included, without limitation, an environmental study conducted by an environmental engineering company selected by Purchaser and may have included such soil testing and other invasive and non-invasive procedures as may be indicated to detect the presence of environmental pollutants or hazards on or under the Property, within any surface or underground water on the Property or within the structure of any building or other improvements on the Property. If Purchaser obtained an environmental site assessment during the Inspection Period and the assessment indicated that additional testing should be performed to determine the extent of contamination, Purchaser could have extended the Inspection Period for up to thirty (30) days for such additional testing. Purchaser acknowledges that no additional time for inspection, verification or additional testing was requested and hereinafter waives the right to conduct same.

b. Purchaser acknowledges that it had the right and option, at its sole and absolute discretion, to terminate this Agreement at any time on or before the expiration of the Inspection Period and did not exercise that right/option.

7. **CLOSING.** The consummation by the parties of the transaction contemplated by this Agreement and the date of such event is herein called the "Closing." Closing shall take place after the expiration of the Inspection Period at the offices of Title Company, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Seller to Purchaser given at least seven (7) days in advance of such date. The time, date and location shall be mutually agreed upon by Seller and Purchaser. At the Closing, the following (which are mutually concurrent conditions) shall occur:

a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:

i. The balance due for the Purchase Price as set out in Section 2 hereof, adjusted as provided for in Sections 7(c) and 13 hereof, such amount to be by warrant or wire-transfer to the respective title company;

ii. Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and,

iii. Such other instruments duly executed by Purchaser as are customarily executed in Texas to effectuate the conveyance of property similar to the Property as may be reasonably required by the Title Company.

b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:

i. A Special Warranty Deed in form and substance substantially equivalent to the form of that attached hereto as Exhibit "E," fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only to the Permitted Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

ii. An executed and acknowledged affidavit in form and substance substantially equivalent to the form of that attached hereto as Exhibit "F," that Seller is not a "foreign person" as described in Section 3(h) herein, pursuant to 26 U.S.C. § 1445 and Treasury Regulations § 1.1445-2(b)(2)(iii);

iii. A certificate confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

iv. Such other instruments duly executed by Seller as are customarily executed in Texas to effectuate the conveyance of property similar to the Property as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.

c. Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein, Seller's own attorneys' fees and any costs and recording and filing any releases of Encumbrances and the cost to cure or otherwise obtain any such release. Purchaser shall pay, in addition to any other costs to be paid by Purchaser as provided elsewhere herein, the title insurance premium for any title insurance acquired by Purchaser, any costs of inspecting or evaluating the Property, the costs for obtaining tax certificates, recording and filing the Special Warranty Deed, and Purchaser's own attorneys' fees. Any escrow fees and delivery fees charged by the Title Company shall be split equally by Seller and Purchaser, and all normal and customarily proratable items, including without limitation, real estate and personal property taxes, and utility bills, if any, which have become due and payable within the calendar year in which the closing occurs shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. Seller and Purchaser hereby acknowledge that neither Party is subject to ad valorem taxes. The provisions of this Section 7(c) shall survive the Closing.

d. On the Closing Date, Seller shall (i) vacate the Property; (ii) remove all personal property of any kind owned by Seller and attached to, located on or used in connection with the ownership, maintenance, or operation of the Property; and (iii) deliver to Purchaser possession of the Property with all parts of the Property in the same condition as of the Effective Date herein.

8. **NOTICES**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with a reputable overnight courier for overnight delivery . Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the party to whom it is addressed. For purposes of notice, the addresses of the parties shall be as follows:

PURCHASER: Waller County, Texas
Attn: County Judge Carbett "Trey" Duhon III
425 FM 1488, Suite 106
Hempstead, Texas 77445

SELLER: City of Houston, Texas
Houston Airport System
Attn: Jim Szczesniak, Director
16930 John F. Kennedy Blvd.
Houston, TX 77032

with a copy to:
City of Houston Legal Department
Attn: City Attorney
900 Bagby, 4th Floor
Houston, Texas 77002

Either party may change its address to another location in the continental United States, upon five (5) days' prior written notice to the other given in the manner provided above.

9. **BROKERAGE COMMISSIONS**. Purchaser has not contracted for the payment of any real estate commission, brokerage, finder or other fees with respect to the sale of the Property to Purchaser. Purchaser warrants to Seller that Purchaser has not contracted with an agent for the purchase of the Property. Purchaser warrants to Seller that Purchaser has not contracted for the payment of any real estate commission, brokerage, finder, or other fees with respect to the purchase of the Property from Seller. In no event shall Seller be responsible for any broker, agent, finder or other fees and commissions associated with the purchase of the Property by Purchaser.

10. **ASSIGNMENT**.

Purchaser may not assign this Agreement or any right or interest hereunder. Seller may not assign this Agreement or any right or interest hereunder. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

11. **GOVERNING LAW**.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Waller County, Texas.

b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly

construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

c. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

12. **EARNEST MONEY**. Within thirty (30) days after Purchase and Sale Agreement has been signed by Houston Airport Director Jim Szczesniak, Purchaser shall submit earnest money payable to the City of Houston, Texas in the amount of **ONE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS ($1,974,000)** ("Deposit") with Texas American Title Company which shall be held in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms thereof, the Earnest Money, together with all interest thereon, together with all interest thereon, shall be credited to the Purchase Price at the Closing.

13. **REMEDIES**.

a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of its representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder and the Earnest Money shall be retained by Seller, as liquidated damages (and not as penalty) for the breach by Purchaser. Seller and Purchaser hereby acknowledge that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain.

b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser, shall have the right and option, as its sole and exclusive remedies, to:

(i) terminate this Agreement by giving Seller written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations

hereunder and the Seller shall return the Earnest Money to be delivered to Seller, to Purchaser; or

(ii) enforce specific performance of the obligations of Seller to convey and assign the Property to Purchaser pursuant to the terms hereof and perform its other obligations hereunder.

14. **DAMAGE OR TAKING PRIOR TO CLOSING**. Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such fifteen (15) business day period) after its receipt of written notice from Seller advising of such damage, or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue and Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking and Seller shall assign to Purchaser at Closing Seller's rights to such proceeds or awards.

15. **ENTIRE AGREEMENT**. This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless in writing and signed by the party to be bound.

16. **EXHIBITS**. Attached hereto and incorporated herein by this reference for all purposes are the following exhibits:

Exhibit "A" - Legal Description of Land
Exhibit "B" - Survey
Exhibit “C-1” - Army Corps of Engineers Permit No 21948
Exhibit “C-2” - Army Corps of Engineers Permit No 21948(01)
Exhibit “C-3” - Westside Mitigation Site - Site Layout Map - June 6, 2005
Exhibit “D” - Army Corps of Engineers Notification Permit SWG-2000-02727
Exhibit “E” - Special Warranty Deed
Exhibit "F" - Non-Foreign Affidavit
Exhibit “G” - Permitted Encumbrances

17. **MISCELLANEOUS**.

a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

c. The obligations of the Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict in the instruments provided pursuant to Section 7, and this Agreement, the instruments provided pursuant to Section 7 will control.

d. Time is of the essence in this Agreement.

e. This Agreement is subject and subordinate to the terms and conditions of any existing or future agreement entered into between the Purchaser and the United States of America for the improvement or operation and maintenance of airport property owned by the Purchaser, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Purchaser, or the expenditure of federal funds for the improvements or development of airports owned or operated by the purchaser.

f. Following the execution of this Agreement by Seller, the Director of the Houston Airport System shall have the authority to act on behalf of the Seller in making extensions to the date of Closing of up to one (1) year or to make other non-substantive modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

(SIGNATURE PAGES TO FOLLOW.)

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date. The Parties hereby agree that each Party will sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature will be as good, binding, and effective as an original signature. Each person signing this Agreement represents and warrants that such person is duly authorized and has the legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

"PURCHASER"

WALLER COUNTY, TEXAS

_____
Carbett "Trey" Duhon III
County Judge
Taxpayer Identification Number: _____

"SELLER"

ATTEST:

_____
Troy Lemon
Interim City Secretary

CITY OF HOUSTON, TEXAS

_____
John Whitmire
Mayor

APPROVED AND RECOMMENDED:

_____
Jim Szczesniak
Director
Houston Airport System

COUNTERSIGNED:

_____
Chris Hollins
Controller

_____
Date

APPROVED AS TO FORM:

_____
Chandley Hayes-Crawford
Senior Assistant City Attorney
File No.: LD-RE-0000004016

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).

Tract 3: 5.982 acres (260,574 square feet) tract of land situated in the H. & T.C.R.R. Survey, Section 79, Abstract 157, in Waller County, Teas and being out of that certain tract described in the deed recorded in Volume 23, Page 587 of the Waller County Deed Records (W.C.D.R.).

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

EXHIBIT "B"

SURVEY

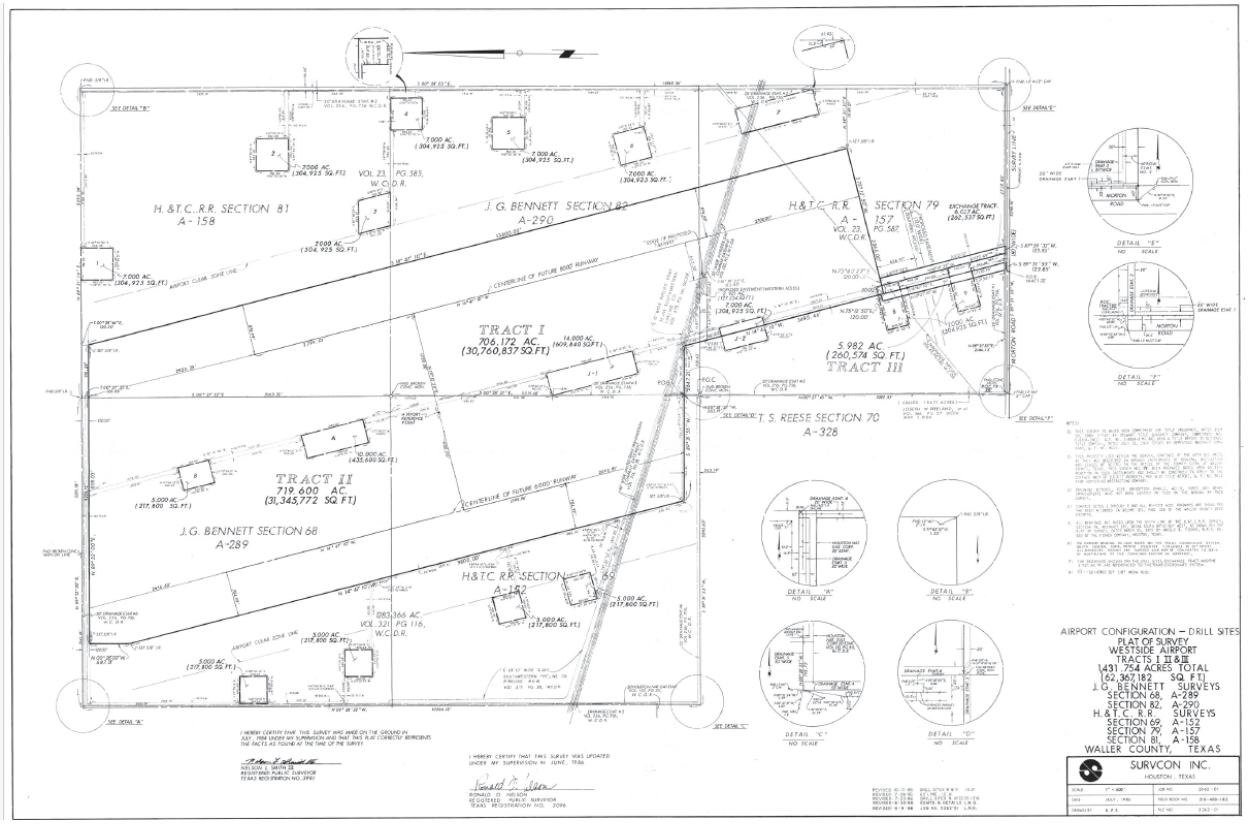

EXHIBIT "C-1"

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT PERMIT NO. 21948

(to be attached)

EXHIBIT "C-2"

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT
PERMIT NO. 21948(01)

(to be attached)

EXHIBIT "C-3"

WESTSIDE MITIGATION SITE
SITE LAYOUT MAP
JUNE 6, 2005

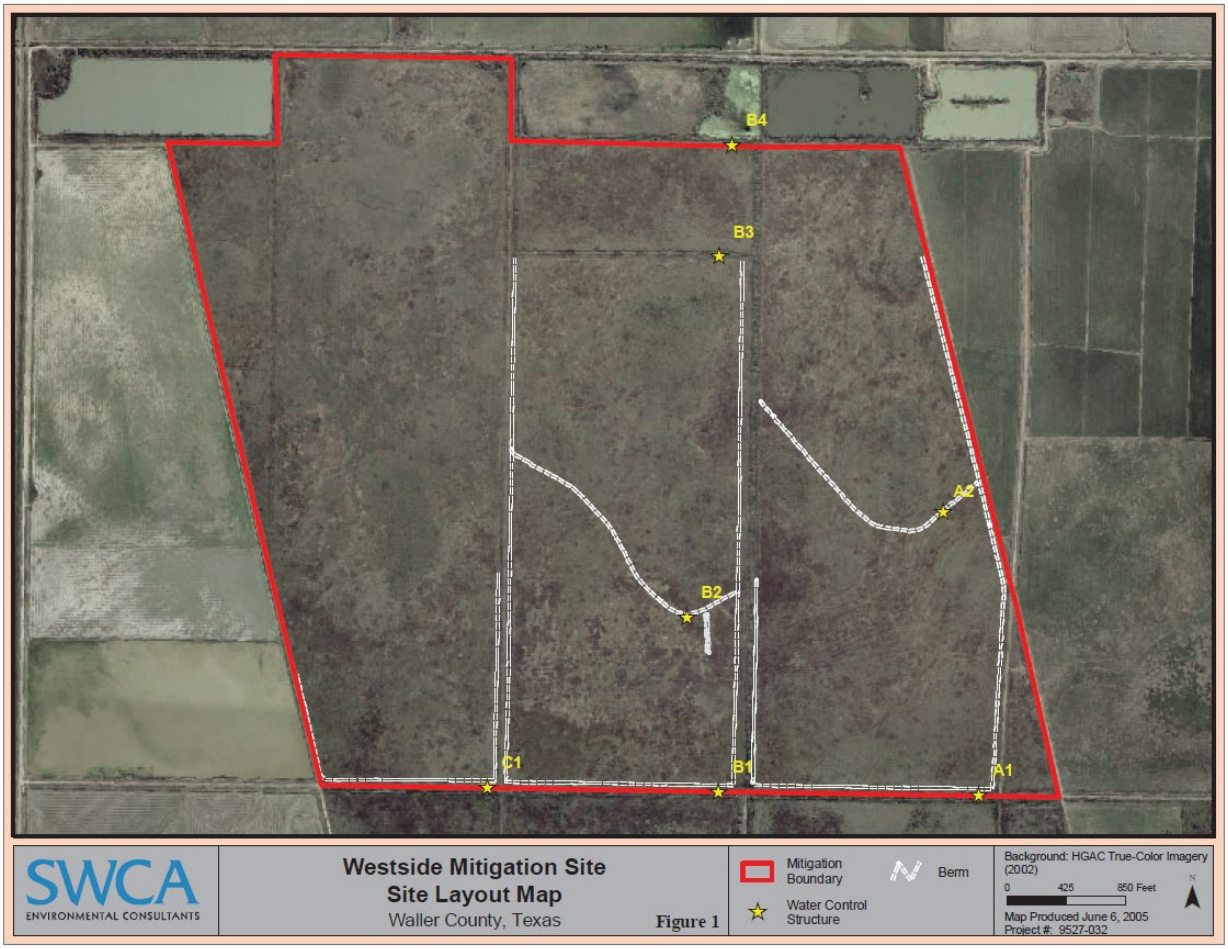

EXHIBIT "D"

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

August 25, 2014

Compliance Branch

SUBJECT: **Department of the Army (DA) Permit SWG-2000-02727 (Formerly DA Permit 2194801)**; Houston Airport System, Compliance Inspection, George Bush Intercontinental Airport (IAH), Harris County, Texas

Carlos Ortiz, Assistant Director
Houston Airport System
Environment and Land Use Section
16960 John F. Kennedy Boulevard
Houston, Texas 77032

Dear Mr. Ortiz:

This letter is associated with the Corps of Engineers compliance inspection(s) for Department of the Army Permit SWG-2000-02727 (previously DA permit 21948(01)), issued February 9, 2001: referenced here forth in this document as Permit. This Permit authorized the placement of fill material into approximately 13 acres of adjacent wetlands and required mitigation at two locations, to offset these impacts, at the Westside Airport property and the Bahr Woods Mitigation Area. The impacts associated with this Permit are located the George Bush Intercontinental Airport (IAH), south of FM 1960, east of Aldine Westfield Road and north of Will Clayton Parkway in Harris County, Texas.

Based on our review of the Permit, the Monitoring Reports, and subsequent site visits: we have verified that the wetland mitigation criteria, as required by the Permit, has been satisfied.

If you have questions concerning this matter, please reference file number **SWG-2000-02727** and contact Ms. Alicia Rea at the letterhead address or by telephone at 409-766-3995. To assist us in improving our service to you, please complete the survey found at http://per2.nwp.usace.army.mil/survey.html. If you would prefer a hard copy of the survey form, please let us know, and one will be mailed to you.

Sincerely,

Kenny Jaynes
Chief, Compliance Branch

EXHIBIT "E"

Notice of confidentiality rights: if you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

GRANTOR:

CITY OF HOUSTON, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas
P.O. Box 1562
Houston, TX 77002

GRANTEE:

WALLER COUNTY, TEXAS, a political subdivision of the State of Texas
836 Austin St, Suite 203
Hempstead, TX 77445

CONSIDERATION: For and in consideration of the sum of $10.00 and other valuable consideration, paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Waller County, Texas and its assigns, all of the following described real property in Waller County, Texas:

Being approximately 1,431.754 acres of undeveloped land out of the H. & T.C.R.R. Surveys, Section 69, Abstract 152, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Surveys, Section 68, Abstract 289, Section 82, Abstract 290 in Waller County, Texas, and being more particularly described on Exhibit “A”, and shown by the drawing on Exhibit "B", both attached hereto and incorporated herein for all purposes.

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all buildings and improvements located thereon and all rights, titles, and interests of Grantor in and to any alleys, strips, or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under, or to,

any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Grantor in and to any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade thereof (all of the foregoing properties, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the "Property").

This Deed is executed by Grantor and accepted by Grantee subject only to:

(i) those matters (the "Permitted Encumbrances") set forth in Exhibit "E," attached hereto and incorporated herein by reference, to the extent that same are valid, existing and affect the Property;

(ii) all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein-described Property; and

(iii) ad valorem taxes for the current year, which have been prorated as of the date hereof and assumed by Grantee.

(iv) ADD THE OTHER RESTRICTIONS AND REQUIREMENTS FROM THE PSA.

TO HAVE AND TO HOLD, subject as aforesaid, the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors, and assigns forever, and Grantor does hereby bind themselves, their legal representatives, heirs, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject as aforesaid, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2025.

"GRANTOR"

THE CITY OF HOUSTON, TEXAS

_____
John Whitmire
Mayor

This instrument was acknowledged before me on the ____ day of _____, 2025, by **John Whitmire,** in his capacity as **Mayor of the City of Houston** on behalf of said city, Grantor.

_____
Notary Public — State of Texas
My commission expires: _____

(seal)

After Recording, Please Return to:
The City of Houston
Legal Department – Real Estate
P.O. Box 368
Houston, TX 77001-0368

Exhibit "A" - Legal Description of Land
Exhibit "B" - Survey
Exhibit “C-1” - Army Corps of Engineers Permit No 21948
Exhibit “C-2” - Army Corps of Engineers Permit No 21948(01)
Exhibit “C-3” - Westside Mitigation Site - Site Layout Map - June 6, 2005
Exhibit “D” - Army Corps of Engineers Notification Permit SWG-2000-02727
Exhibit “E” - Special Warranty Deed
Exhibit "F" - Non-Foreign Affidavit
Exhibit “G” - Permitted Encumbrances

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

"Legal Description"

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

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Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

SURVEY

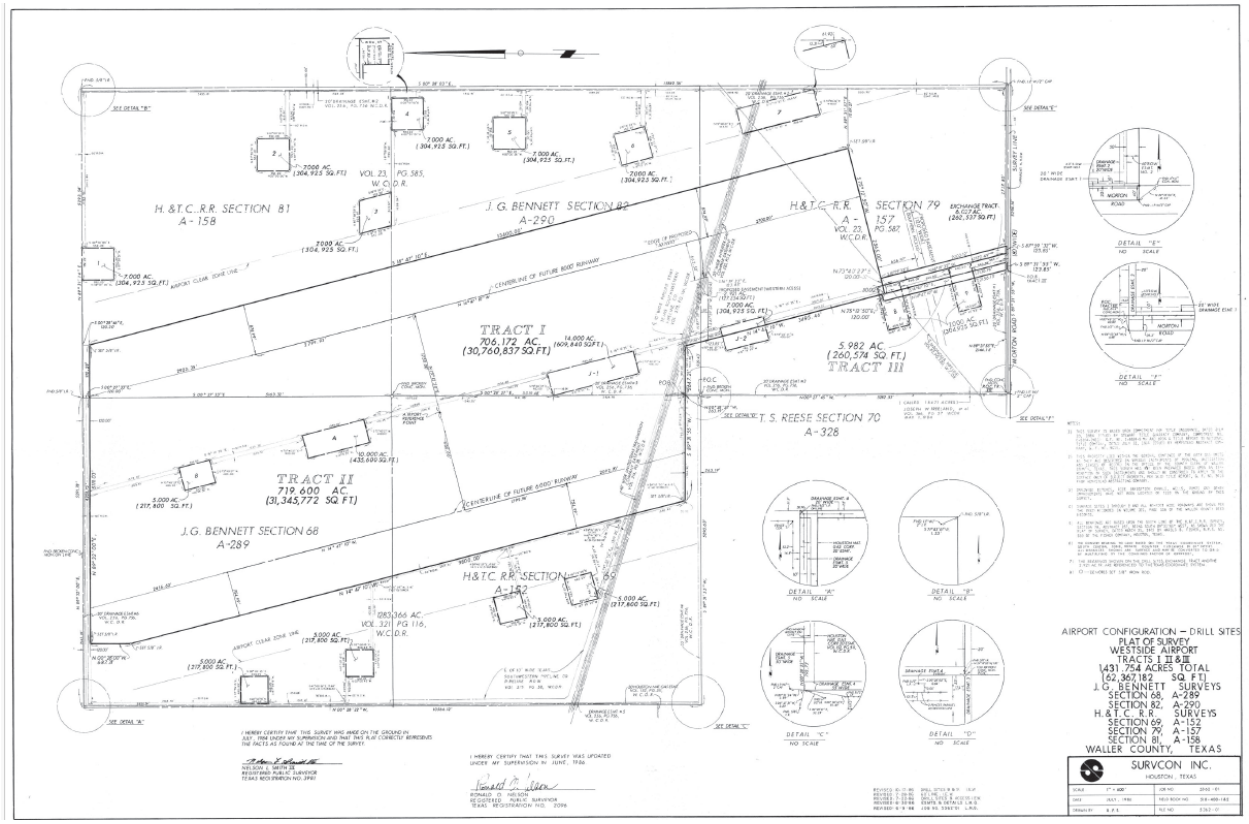

EXHIBIT "C-1"
TO SPECIAL WARRANTY DEED

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT PERMIT NO. 21948

(to be attached)

EXHIBIT "C-2"
TO SPECIAL WARRANTY DEED

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT
PERMIT NO. 21948(01)

(to be attached)

EXHIBIT "C-3"
TO SPECIAL WARRANTY DEED

WESTSIDE MITIGATION SITE
SITE LAYOUT MAP
JUNE 6, 2005

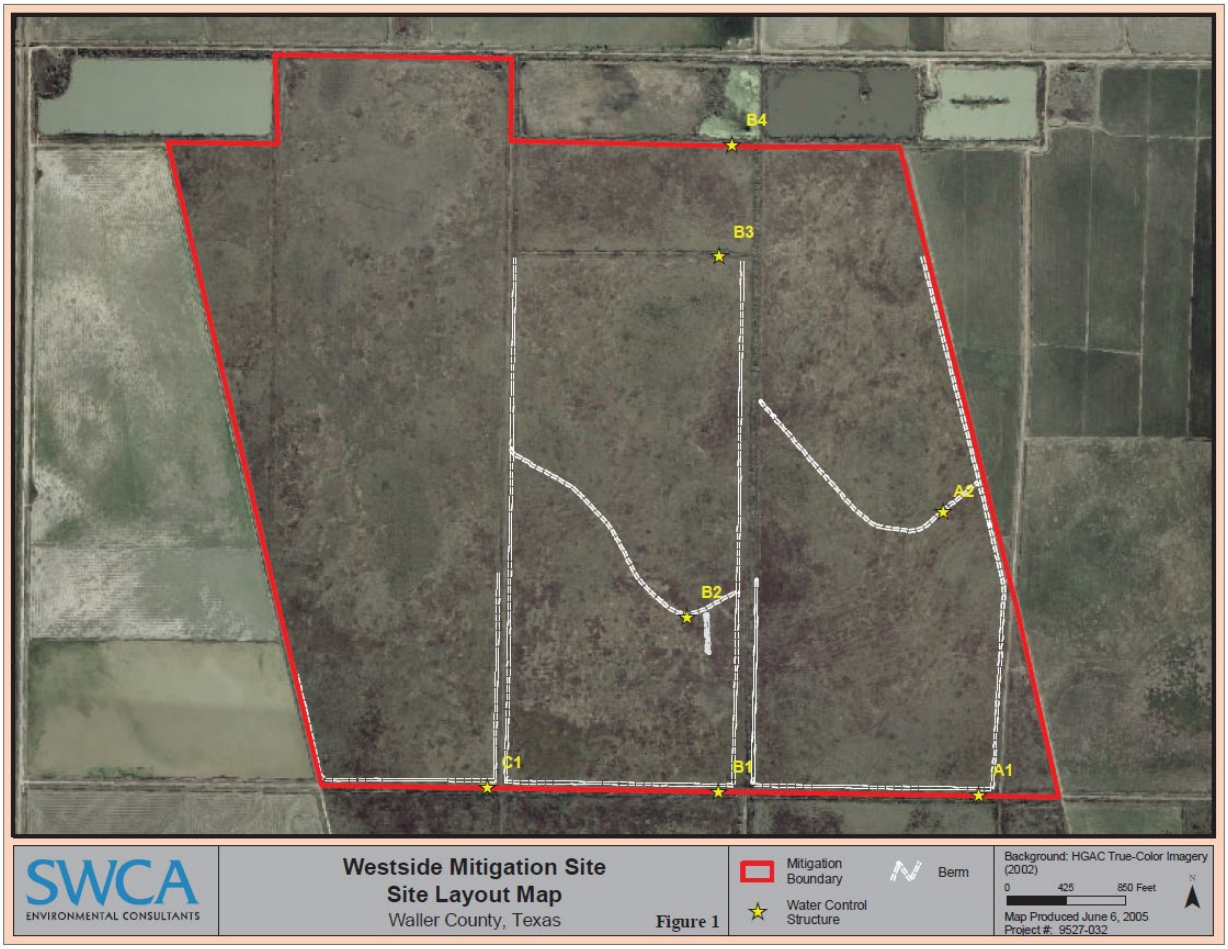

EXHIBIT "D"
TO SPECIAL WARRANTY DEED

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

August 25, 2014

Compliance Branch

SUBJECT: **Department of the Army (DA) Permit SWG-2000-02727 (Formerly DA Permit 2194801)**; Houston Airport System, Compliance Inspection, George Bush Intercontinental Airport (IAH), Harris County, Texas

Carlos Ortiz, Assistant Director
Houston Airport System
Environment and Land Use Section
16960 John F. Kennedy Boulevard
Houston, Texas 77032

Dear Mr. Ortiz:

This letter is associated with the Corps of Engineers compliance inspection(s) for Department of the Army Permit SWG-2000-02727 (previously DA permit 21948(01)), issued February 9, 2001: referenced here forth in this document as Permit. This Permit authorized the placement of fill material into approximately 13 acres of adjacent wetlands and required mitigation at two locations, to offset these impacts, at the Westside Airport property and the Bahr Woods Mitigation Area. The impacts associated with this Permit are located the George Bush Intercontinental Airport (IAH), south of FM 1960, east of Aldine Westfield Road and north of Will Clayton Parkway in Harris County, Texas.

Based on our review of the Permit, the Monitoring Reports, and subsequent site visits: we have verified that the wetland mitigation criteria, as required by the Permit, has been satisfied.

If you have questions concerning this matter, please reference file number **SWG-2000-02727** and contact Ms. Alicia Rea at the letterhead address or by telephone at 409-766-3995. To assist us in improving our service to you, please complete the survey found at http://per2.nwp.usace.army.mil/survey.html. If you would prefer a hard copy of the survey form, please let us know, and one will be mailed to you.

Sincerely,

Kenny Jaynes
Chief, Compliance Branch

EXHIBIT "E"
TO SPECIAL WARRANTY DEED

"PERMITTED ENCUMBRANCES"

(to be attached)

EXHIBIT "E"
TO SPECIAL WARRANTY DEED

NON-FOREIGN AFFIDAVIT

(Pursuant to 26 U.S.C. § 1445 & Treas. Reg. § 1.1445-2(b)(2)(iii))

Date: _____, 2025

Transferor: City of Houston, a municipal corporation

Transferor's Address: P. O. Box 1562, Houston, TX 77002

Transferor's U.S. Taxpayer Identification Number: 74600-1164

Transferee: **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas

Property: Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).

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Waller County Appraisal District Property IDs:
10838, 10918, 10919, 10933, 13044, and 13059

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that the withholding of tax is not required upon my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a non-resident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both. Under penalties of perjury, I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct and complete.

CITY OF HOUSTON, TEXAS

_____
Jim Szczesniak
Director, Houston Airport System

(CORPORATE ACKNOWLEDGMENT)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Jim Szczesniak, Director, Houston Airport System of City of Houston, Texas on behalf of said entity.

_____
Notary Public — State of Texas
My commission expires: _____ , 2025

(seal)

An original, fully executed copy of this Agreement has been received by the Title Company.

_____

_____
Print Name: _____
Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12972

To Owner: Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

Project: 23543. Waller County 506 Upgrades & Modular Building

Application No. : 20

Period To: 10/31/2025

Distribution to :
- [x] Owner
- [ ] Architect
- [ ] Contractor
- [ ]
- [ ]

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: 22108.04

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$230,921.00
2. Net Change By Change Order		$3,822,786.00
3. Contract Sum To Date		$4,053,707.00
4. Total Completed and Stored To Date		$3,645,535.56
5. Retainage:		
a. 4.43% of Completed Work	$161,463.81	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$161,463.81
6. Total Earned Less Retainage		$3,484,071.75
7. Less Previous Certificates For Payments		$3,446,957.71
8. Current Payment Due		$37,114.04
9. Balance To Finish, Plus Retainage		$569,635.25

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$3,822,786.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$3,822,786.00	$0.00
Net Changes By Change Order	**$3,822,786.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 10/27/2025

State of: Texas
Subscribed and sworn to before me this 27th day of October, 2025
Notary Public: Stephanie Castro
My Commission expires: 12/26/27

County of: Tarrant

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 26, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $37,114.04

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: **11.6.25**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED DANNY ROTHE WC/DF/CM 11/6/2025

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **20**
APPLICATION DATE: **1-Oct-25**
PERIOD TO: **31-Oct-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Waller County 506 Upgrades & Modular Building Design										
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	398,072.00	0.00		398,072.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	1,066.17	0.00		1,066.17	7%	8,933.83	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses										
2.1	General Conditions	0.00	742,947.00	742,947.00	735,517.53	0.00		735,517.53	99%	7,429.47	36775.88
2.2	Insurance	0.00	20,636.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	1031.80
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	1850.65
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	2952.70
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	2000.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	0.00		0.00	0%	9,421.00	0.00
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	128,533.80	4,225.00		132,758.80	90%	14,071.20	6637.94
3	Civil & Site Improvements										
3.1	SWPPP	0.00	16,510.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	825.50
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	30,170.00	0.00		30,170.00	95%	1,750.00	1508.50
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	109,990.00	0.00		109,990.00	100%	0.00	5499.50
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	0.00		0.00	0%	67,440.00	0.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	120,600.00	0.00		120,600.00	100%	0.00	6030.00
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	4098.90
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	221,440.00	0.00		221,440.00	100%	0.00	11072.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	0.00		0.00	0%	78,664.00	0.00
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	117,996.00	0.00		117,996.00	100%	0.00	5899.80
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	5,230.00	0.00		5,230.00	100%	0.00	261.50
4	Permanent Fencing										
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	19,686.00	0.00		19,686.00	100%	0.00	984.30
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	45,934.00	0.00		45,934.00	100%	0.00	2296.70
5	Modular Building Accessories										
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	1344.95
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	2017.42
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	1344.95
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	2017.42
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	0.00		0.00	0%	26,898.90	0.00
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	20,898.00	0.00		20,898.00	100%	0.00	1044.90
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	3,750.00	0.00		3,750.00	100%	0.00	187.50

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **20**
APPLICATION DATE: **1-Oct-25**
PERIOD TO: **31-Oct-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	44,800.00	0.00		44,800.00	100%	0.00	2240.00
8.2	Window Film	0.00	7,500.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	375.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	25,903.00	0.00		25,903.00	100%	100.00	1295.15
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	39,299.40	6,974.60		46,274.00	100%	0.00	2313.70
9.3	Painting	0.00	8,950.00	8,950.00	6,712.50	2,237.50		8,950.00	100%	0.00	447.50
9.4	Floor Protection	0.00	15,000.00	15,000.00	7,473.00	0.00		7,473.00	50%	7,527.00	373.65
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	16,444.00	0.00		16,444.00	50%	16,444.00	822.20
10	Plumbing										
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	1071.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	39,780.00	0.00		39,780.00	100%	0.00	1989.00
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	5,000.00	0.00		5,000.00	100%	0.00	250.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	111,700.00	0.00		111,700.00	100%	0.00	5585.00
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	54,600.00	0.00		54,600.00	100%	0.00	2730.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	81,150.00	0.00		81,150.00	100%	0.00	4057.50
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	27,050.00	0.00		27,050.00	100%	0.00	1352.50
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	4,034.00		4,034.00	100%	0.00	201.70
12	Electrical										
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	76,566.00	0.00		76,566.00	100%	0.00	3828.30
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	214,386.00	0.00		214,386.00	100%	0.00	10719.30
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	15,313.00	0.00		15,313.00	100%	0.00	765.65
13	Access Control										
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	17,435.00	0.00		17,435.00	100%	0.00	871.75
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	40,683.00	0.00		40,683.00	100%	0.00	2034.15
14	**Allowances & Contigencies**										
14.1.O	**Owner's Contingency - Original**	**0.00**	**[129,969.00]**	**[129,969.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulars	0.00	34,148.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	1707.40
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	1396.50
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	296.13
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	2,786.56	0.00		2,786.56	100%	0.00	139.33
14.1.5	Allowance #7 - Add for Fiber Lines for Justice Center Sliding Gates	0.00	10,954.56	10,954.56	10,954.56	0.00		10,954.56	100%	0.00	547.73
14.1.6	Allowance #14 - Added Card Reader at Joe Kuciemba	0.00	1,487.63	1,487.63	1,487.63	0.00		1,487.63	100%	0.00	74.38
14.1.7	Allowance #16 - Pick Plates for Doors @ Modulars	0.00	1,010.44	1,010.44	1,010.44	0.00		1,010.44	100%	0.00	50.52
14.1.8	Allowance #17 - UES Invoices (June & July)	0.00	5,872.00	5,872.00	5,872.00	0.00		5,872.00	100%	0.00	293.60
14.1.9	Allowance #20 - RFI #41 - Justice Center - West Side Fencing	0.00	5,850.00	5,850.00	5,850.00	0.00		5,850.00	100%	0.00	292.50
14.1.10	Allowance #19 - Lattice Work @ Decks and Ramps	0.00	14,355.34	14,355.34	14,355.34	0.00		14,355.34	100%	0.00	717.77

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 1-Oct-25
PERIOD TO: 31-Oct-25
ARCHITECT'S PROJECT NO.: 22108.04

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
14.1.11	Allowance #24 - Credit for Lattice Material	0.00	(1,381.64)	(1,381.64)	0.00	(1,381.64)		(1,381.64)	100%	0.00	-69.08
14.1.R	**Owner's Contingency - Remaining**	**0.00**	**21,033.61**	**21,033.61**	**0.00**	**0.00**		**0.00**	**100%**	**21,033.61**	**0.00**
14.2.O	Design-Builder Contingency - Original	0.00	[97,477.00]	[97,477.00]	0.00	0.00		0.00	0%	0.00	0.00
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	9,730.00	0.00		9,730.00	100%	0.00	486.50
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	39,135.00	0.00		39,135.00	100%	0.00	1956.75
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	396.40
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	2,764.00	0.00		2,764.00	100%	0.00	138.20
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	368.00	0.00		368.00	100%	0.00	18.40
14.2.6	CC #10 - Plumbing Under 4X	0.00	2,235.00	2,235.00	2,235.00	0.00		2,235.00	100%	0.00	111.75
14.2.7	CC #5 - HVAC Controls	0.00	9,138.47	9,138.47	0.00	0.00		0.00	0%	9,138.47	0.00
14.2.8	CC #9 - RFI #26 - Curb & Gutter	0.00	5,756.60	5,756.60	5,756.60	0.00		5,756.60	100%	0.00	287.83
14.2.9	CC #13 - RFI #42 - Duct Work for DOAS	0.00	9,171.00	9,171.00	9,171.00	0.00		9,171.00	100%	0.00	458.55
14.2.10	CC #14 - RFI #44 - Wheel Stops & ADA Signs	0.00	1,002.00	1,002.00	1,002.00	0.00		1,002.00	100%	0.00	50.10
14.2.11	CC #15 - Joint Sealants @ JC Paving	0.00	4,600.00	4,600.00	0.00	0.00		0.00	0%	4,600.00	0.00
14.2.R	**Design-Builder Contingency - Remaining**	**0.00**	**5,648.93**	**5,648.93**	**0.00**	**0.00**		**0.00**	**0%**	**5,648.93**	**0.00**
14.3.O	Fire Alarm System - Kuciemba Mods. - Original	0.00	[15,000.00]	[15,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	427.50
14.3.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**6,450.00**	**6,450.00**	**0.00**	**0.00**		**0.00**	**0%**	**6,450.00**	**0.00**
14.4.O	Fire Alarm System - Justice Center Mods. - Origina	0.00	[20,000.00]	[20,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	800.00
14.4.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**4,000.00**	**4,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**4,000.00**	**0.00**
14.5.O	Misc. Signage - Original	0.00	[5,000.00]	[5,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.5.1	Allowance #12 - ADA Signage for Restrooms	0.00	180.68	180.68	180.68	0.00		180.68	100%	0.00	9.03
14.5.2	Allowance #21 - Signage for Modular Buildings	0.00	3,097.00	3,097.00	0.00	0.00		0.00	0%	3,097.00	0.00
14.5.R	**Misc. Signage - Remaining**	**0.00**	**4,819.32**	**4,819.32**	**0.00**	**0.00**		**0.00**	**0%**	**4,819.32**	**0.00**
14.6.O	Data at Modulars - Original	0.00	[25,000.00]	[25,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	1250.00
14.6.R	**Data at Modulars - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.O	Concrete Foundation Design Change - Original	0.00	[30,000.00]	[30,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.7.1	Allowance #15 - Pilot Channels for Sliding Gates & JC Ramp Connections	0.00	8,420.00	8,420.00	8,420.00	0.00		8,420.00	100%	0.00	421.00
14.7.2	Allowance #22 - RFI #45 Wheel Stops @ Justice Center	0.00	3,000.00	3,000.00	0.00	3,000.00		3,000.00	100%	0.00	150.00
14.7.R	**Concrete Foundation Design Change - Remaining**	**0.00**	**18,580.00**	**18,580.00**	**0.00**	**0.00**		**0.00**	**0%**	**18,580.00**	**0.00**
14.8.O	Landscaping - Original	0.00	[25,000.00]	[25,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.8.1	Allowance #15 - Landscaping @ Justice Center	0.00	11,135.04	11,135.04	11,135.04	0.00		11,135.04	100%	0.00	556.75
14.8.2	Allowance #25 - Additional Landscape Hoses and Heads	0.00	1,920.95	1,920.95	0.00	1,920.95		1,920.95	100%	0.00	96.05
14.8.R	**Landscaping - Remaining**	**0.00**	**11,944.01**	**11,944.01**	**0.00**	**0.00**		**0.00**	**0%**	**11,944.01**	**0.00**
14.9.O	Test and Balance - Original	0.00	[10,000.00]	[10,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.9.R	**Test and Balance -Remaining**	**0.00**	**10,000.00**	**10,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**10,000.00**	**0.00**
14.10.O	Unkwn. City Permit Comments - Original	0.00	[100,000.00]	[100,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks	0.00	46,890.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	2344.50

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

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APPLICATION NUMBER: **20**
APPLICATION DATE: **1-Oct-25**
PERIOD TO: **31-Oct-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-1395.55
14.10.3	Allowance #4 - Added Panic Hardware @ Egress Gates	0.00	3,296.30	3,296.30	3,296.30	0.00		3,296.30	100%	0.00	164.82
10.10.4	Allowance #13 - Added Egress Gates and 506 Fire Sprinkler Mods	0.00	18,057.00	18,057.00	0.00	18,057.00		18,057.00	100%	0.00	902.85
14.10.R	**Unkwn. City Permit Comments - Remaining**	**0.00**	**59,667.70**	**59,667.70**	**0.00**	**0.00**		**0.00**	**0%**	**59,667.70**	**0.00**
	Contract Total - Per Exhibit H Change	**230,921.00**	**3,822,786.00**	**4,053,707.00**	**3,606,468.15**	**39,067.41**	**0.00**	**3,645,535.56**	**90%**	**408,171.44**	**161463.82**

Modular Building Design - Not Subject to Retainage	$0.00
Modular Building Design General Conditions - Not Subject to Retainage	$0.00
Modular Building Construction - Subject to Retainage	$39,067.41
Retainage Withheld	$1,953.37
Amount Certified (Payment Due)	**$37,114.04**

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #36 October 2025 (R0)

Printed 10/31/2025 10:03 A

Item 38.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: 36

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

PERIOD TO: 31-Oct-25

FROM CONTRACTOR: SEDALCO, INC. 4100 Fossil Creek Blvd. Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contrac
Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM (Exhibit B)		$ 1,273,310.00
2a. Net change by Exhibits		$ 41,780,633.00
2b. Net change by Change Orders		$ 767,296.39
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 43,821,239.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 40,971,478.90
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	$ 1,395,959.15	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 1,395,959.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 39,575,519.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 38,992,763.51
8. CURRENT PAYMENT DUE		$ 582,756.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 4,245,719.64

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,552,289.95	$4,360.56
Total approved this Month	$0.00	$0.00
TOTALS	$42,552,289.95	$4,360.56
NET CHANGES by Change Order	$42,547,929.39	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has be completed in accordance with the Contract Documents, that all amounts have been paid b the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now du

CONTRACTOR:

By: Date: 11/6/25

State of TEXAS County of Waller

Subscribed and sworn to before me thi 6th day of November

Notary Public

My Commission expires

JESSICA TERRILONG Notary ID Comm. Expires 05-07-2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the da comprising the application, the Architect certifies to the Owner that to the best of th Architect's knowledge, information and belief the Work has progressed as indicate the quality of the Work is in accordance with the Contract Documents, and the Contracto is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED ..... $ 582,756.24

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: David Achterberg Digitally signed by David Achterberg DN: C=US, E=david.achterberg@icloud.com, CN=David Achterberg Date: 2025.11.06 13:00:39-06'00'

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are withou prejudice to any rights of the Owner or Contractor under this Contract

EXHIBIT & CHANGE ORDER SUMMARY

(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	$12,878.13	Swing Space Construction
8/21/2024	EXHIBIT E, CHANGE ORDER 4	($4,360.56)	Swing Space Construction
7/11/2025	EXHIBIT F, CHANGE ORDER 1	$402,374.00	Courthouse Design of 3rd Floor
	2. Net change by Exhibits & Change Orders	$42,547,929.39	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$168,898.95	1	$168,898.95
Court House Construction (Retainage items)	$400,874.08	0.95	$380,830.38
8. CURRENT PAYMENT DUE			$582,756.24

Total Design Cost	$33,026.91
Total Construction Cost	$549,729.33
8. CURRENT PAYMENT DUE	$582,756.24

APPROVED DANNY ROTHE WC/DF/CM 11/6/2025 D.R.R.

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #36 October 2025 (R0)

Printed 10/31/2025 1(

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	**0.000**	**184,531.00**	**184,531.00**	**1,825,812.00**	**2,375,265.39**	**0.00**	**2,375,265.39**	**2,375,265.39**	**0.00**	**0.00**	**2,375,265.39**	**100%**	**0.00**	**0.00**
23.0	**NEW COURTHOUSE DESIGN BUILD SERVICES**														
23.1A	Courthouse Replacement Design Fees (Prog/SD	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	759,618.93	33,026.91	0.00	792,645.84	96%	33,026.91	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	92,249.75	0.00	0.00	92,249.75	18%	434,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	3,044,842.12	132,384.44	0.00	3,177,226.56	96%	132,384.44	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	273,909.76	11,909.12	0.00	285,818.88	96%	11,909.12	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,615,023.42	24,605.39	0.00	1,639,628.81	93%	123,497.19	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	330,000.00	0.00	0.00	330,000.00	100%	0.00	16,500.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	70,000.00	0.00	0.00	70,000.00	100%	0.00	3,500.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	243,920.00	0.00	0.00	243,920.00	100%	0.00	12,196.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	88,606.00	0.00	88,606.00	100%	0.00	4,430.30
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	35,750.00	0.00	0.00	35,750.00	25%	107,250.00	1,787.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	135,637.05	0.00	0.00	135,637.05	85%	23,935.95	6,781.85
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												**89%**		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	12,659.50	0.00	0.00	12,659.50	50%	12,659.50	632.98
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	275,000.00	0.00	0.00	275,000.00	100%	0.00	13,750.00
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	255,000.00	21,250.00	0.00	276,250.00	65%	148,750.00	13,812.50
27.0	Masonry												**100%**		
27.1	Mobilization, Submittals, Shop Drawings, & Engir	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	382,658.00	0.00	0.00	382,658.00	100%	0.00	19,132.90
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	1,066,000.00	0.00	0.00	1,066,000.00	100%	0.00	53,300.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												**100%**		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	46,972.50
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	118,213.00	0.00	0.00	118,213.00	100%	0.00	5,910.65
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	269,994.75	53,998.95	0.00	323,993.70	90%	35,999.30	16,199.69
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	100,995.00	20,199.00	0.00	121,194.00	90%	13,466.00	6,059.70
29.0	Carpentry & Millwork												**97%**		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	1,006,762.50	21,195.00	0.00	1,027,957.50	97%	31,792.50	51,397.88
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation (LCR)	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	80,567.00	0.00	0.00	80,567.00	100%	0.00	4,028.35
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	179,200.00	0.00	0.00	179,200.00	100%	0.00	8,960.00
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	330,061.00	0.00	0.00	330,061.00	100%	0.00	16,503.05
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,838,037.00	0.00	0.00	1,838,037.00	100%	0.00	91,901.85
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	186,620.00	0.00	0.00	186,620.00	100%	0.00	9,331.00
31.0	Openings												**100%**		
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	469,087.00	0.00	0.00	469,087.00	100%	0.00	23,454.35
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	47,298.00	0.00	0.00	47,298.00	100%	0.00	2,364.90
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	4,500.00	0.00	0.00	4,500.00	45%	5,500.00	225.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	34,900.00	0.00	0.00	34,900.00	100%	0.00	1,745.00
32.0	Glass and Glazing System												**100%**		
32.1	Shop Drawings & Submittals (TCGC)	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	43,000.00	0.00	0.00	43,000.00	100%	0.00	2,150.00
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	237,000.00	0.00	0.00	237,000.00	100%	0.00	11,850.00
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	97,000.00	0.00	0.00	97,000.00	100%	0.00	4,850.00
32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100%	0.00	400.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	138,000.00	0.00	0.00	138,000.00	100%	0.00	6,900.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	16,000.00	0.00	0.00	16,000.00	100%	0.00	800.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	76,000.00	0.00	0.00	76,000.00	100%	0.00	3,800.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	106,000.00	0.00	0.00	106,000.00	100%	0.00	5,300.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	125,000.00	0.00	0.00	125,000.00	100%	0.00	6,250.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
33.0	Finishes												**100%**		
33.1	Moisture Mitigation Control (Vector)	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	1,334.40
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,952,391.00	0.00	0.00	1,952,391.00	100%	0.00	97,619.55
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	110,207.00	0.00	0.00	110,207.00	100%	0.00	5,510.35
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	86,100.00	0.00	0.00	86,100.00	100%	0.00	4,305.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	146,747.00	0.00	0.00	146,747.00	100%	0.00	7,337.35
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	72,013.50	0.00	0.00	72,013.50	90%	8,001.50	3,600.68
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	158,395.00	0.00	0.00	158,395.00	100%	0.00	7,919.75
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	104,629.00	0.00	0.00	104,629.00	100%	0.00	5,231.45
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	25,691.00	0.00	0.00	25,691.00	100%	0.00	1,284.55

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	114,885.00	0.00	0.00	114,885.00	100%	0.00	5,744.25
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	197,682.00	0.00	0.00	197,682.00	94%	12,618.00	9,884.10
34.12	Salvage & Re-Install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	51,463.00	0.00	0.00	51,463.00	100%	0.00	2,573.15
34.13	Wood Flooring (All Brite)	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00	0.00	50,000.00	100%	0.00	2,500.00
34.14	Resilient & Carpet Flooring (Keller)	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	147,194.50	0.00	0.00	147,194.50	85%	25,975.50	7,359.73
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	181,362.50	0.00	0.00	181,362.50	100%	0.00	9,068.13
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	53,637.50	0.00	0.00	53,637.50	100%	0.00	2,681.88
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	16,875.00	0.00	0.00	16,875.00	75%	5,625.00	843.75
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	86,947.00	0.00	0.00	86,947.00	100%	0.00	4,347.35
34.2	Toilet Accessories (Built Rite)	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	28,053.50	1,476.50	0.00	29,530.00	100%	0.00	1,476.50
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	89,823.00	0.00	0.00	89,823.00	100%	0.00	4,491.15
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	3,450.00	0.00	0.00	3,450.00	100%	0.00	172.50
34.5	Tackboards & Tackboard Cabinets (Built Rite)	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	100%	0.00	250.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators (Built Rite)	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	100%	0.00	1,500.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	473,596.00	0.00	0.00	473,596.00	100%	0.00	23,679.80
36.0	Fire Protection System														
36.1	Fire Protection System (Texas Fire Logic)	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	288,477.00	0.00	0.00	288,477.00	95%	15,183.00	14,423.85
37.0	Mechanical - Plumbing												**100%**		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	163,671.00	0.00	0.00	163,671.00	100%	0.00	8,183.55
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	142,079.00	0.00	0.00	142,079.00	100%	0.00	7,103.95
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	246,863.00	0.00	0.00	246,863.00	100%	0.00	12,343.15
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	54,981.00	0.00	0.00	54,981.00	100%	0.00	2,749.05
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,679.00	0.00	0.00	50,679.00	100%	0.00	2,533.95
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	107,044.00	0.00	0.00	107,044.00	100%	0.00	5,352.20
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	206,802.00	0.00	0.00	206,802.00	100%	0.00	10,340.10
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	50,400.00	0.00	0.00	50,400.00	100%	0.00	2,520.00
38.0	Mechanical - HVAC												**100%**		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	744,936.00	0.00	0.00	744,936.00	100%	0.00	37,246.80
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	212,311.00	0.00	0.00	212,311.00	100%	0.00	10,615.55
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	6,730.00	0.00	0.00	6,730.00	10%	60,570.00	336.50
39.0	Electrical Systems												**99%**		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	146,377.00	0.00	0.00	146,377.00	100%	0.00	7,318.85
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	200,267.00	0.00	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	374,082.00	0.00	0.00	374,082.00	100%	0.00	18,704.10
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	231,681.78	0.00	0.00	231,681.78	99%	2,340.22	11,584.09
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	551,752.32	11,494.84	0.00	563,247.16	98%	11,494.84	28,162.36
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	152,022.00	0.00	0.00	152,022.00	100%	0.00	7,601.10
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	196,710.40	44,259.84	0.00	240,970.24	98%	4,917.76	12,048.51
40.0	Low Voltage Systems												**88%**		
40.1	Communications (Advanced Connections)	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	272,267.00	0.00	0.00	272,267.00	100%	0.00	13,613.35

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
40.2	Audio, Video & Room Control Systems (AVI-SPL	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	404,094.24	0.00	0.00	404,094.24	88%	55,103.76	20,204.71
40.3	Access Control & Video Management Systems (E	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	375,409.60	0.00	0.00	375,409.60	80%	93,852.40	18,770.48
41.0	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	79,194.00	0.00	0.00	79,194.00	100%	0.00	3,959.70
42.0	Allowances & Contingencies														
	Remaining Owner Contingency							**93,615.60**					**79%**		
42.01	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.02	ALLW #05 Window Shades at All Windows	0.000	0.00	0.00	0.00	0.00	20,333.00	20,333.00	20,333.00	0.00	0.00	20,333.00	100%	0.00	1,016.65
42.03	ALLW 6 Clock Tower Renovations	0.000	0.00	0.00	0.00	0.00	5,342.20	5,342.20	5,342.20	0.00	0.00	5,342.20	100%	0.00	267.11
42.04	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	4,770.00	0.00	5,300.00	100%	0.00	265.00
42.05	ALLW 11 ASI 1 Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	613.50
42.06	ALLW 15 RFI 70 Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	43,723.00	0.00	0.00	43,723.00	100%	0.00	2,186.15
42.07	ALLW 16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	57,118.00	0.00	0.00	57,118.00	100%	0.00	2,855.90
42.08	ALLW 17 ASI 2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	280.90
42.09	ALLW 18 RFI 67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	101,304.00	0.00	0.00	101,304.00	100%	0.00	5,065.20
42.10	ALLW 20 RFI 60 Add redundancy fiber conduit	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	37,600.00	0.00	0.00	37,600.00	100%	0.00	1,880.00
42.11	ALLW 25 ASI 3 Ground Transformer	0.000	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	10,457.50
42.12	ALLW 25.1 ASI 3 Owner's Contingency Items	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
42.13	ALLW 26 Added Tstats at Community Center	0.000	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	207.68
42.14	ALLW 29 ASI 5 Added terrazzo county seal	0.000	0.00	0.00	0.00	0.00	32,015.00	32,015.00	32,015.00	0.00	0.00	32,015.00	100%	0.00	1,600.75
42.15	ALLW 040 ASI 7 Emergency Outlet Locations (O	0.000	0.00	0.00	0.00	0.00	101,547.00	101,547.00	101,547.00	0.00	0.00	101,547.00	100%	0.00	5,077.35
42.16	ALLW 41 RFI 141 Access controls	0.000	0.00	0.00	0.00	0.00	2,880.60	2,880.60	2,880.60	0.00	0.00	2,880.60	100%	0.00	144.03
42.17	ALLW 43 RFI 146 Elevator Controls	0.000	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	1,511.40
42.18	ALLW 44 RFI 147 Gen monitoring	0.000	0.00	0.00	0.00	0.00	11,452.87	11,452.87	11,452.87	0.00	0.00	11,452.87	100%	0.00	572.64
42.19	ALLW 054 Stained Glass	0.000	0.00	0.00	0.00	0.00	170,140.00	170,140.00	170,140.00	0.00	0.00	170,140.00	100%	0.00	8,507.00
42.20	ALLW 057 RFI 109 Tax Accessor Teller Window	0.000	0.00	0.00	0.00	0.00	8,085.84	8,085.84	8,085.84	0.00	0.00	8,085.84	100%	0.00	404.29
42.21	ALLW 058 RFI 183 Modification to Cupola Maint	0.000	0.00	0.00	0.00	0.00	45,432.82	45,432.82	45,432.82	0.00	0.00	45,432.82	100%	0.00	2,271.64
42.22	ALLW 060 RFI 148 Water Meter @ Community C	0.000	0.00	0.00	0.00	0.00	2,650.40	2,650.40	2,650.40	0.00	0.00	2,650.40	100%	0.00	132.52
42.23	ALLW 062 RFI 114 Marque Sign	0.000	0.00	0.00	0.00	0.00	116,592.81	116,592.81	0.00	29,148.20	0.00	29,148.20	25%	87,444.61	1,457.41
42.24	ALLW 063 RFI 179 Roof Ladder	0.000	0.00	0.00	0.00	0.00	7,842.13	7,842.13	7,842.13	0.00	0.00	7,842.13	100%	0.00	392.11
42.25	ALLW 064 RFI 136 Holiday Lights	0.000	0.00	0.00	0.00	0.00	25,741.00	25,741.00	6,435.25	9,009.35	0.00	15,444.60	60%	10,296.40	772.23
42.26	ALLW 66 RFI 150 Added Outlets for 4th floor Me	0.000	0.00	0.00	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00	2,597.00	100%	0.00	129.85
42.27	ALLW 67 RFI 175 Access Hatches to Trusses	0.000	0.00	0.00	0.00	0.00	7,252.14	7,252.14	7,252.14	0.00	0.00	7,252.14	100%	0.00	362.61
42.28	ALLW 70 RFI 180 Added TV's on 2nd Floor	0.000	0.00	0.00	0.00	0.00	14,442.92	14,442.92	14,442.92	0.00	0.00	14,442.92	100%	0.00	722.15
42.29	ALLW 77 Custom Lanterns	0.000	0.00	0.00	0.00	0.00	34,000.00	34,000.00	0.00	17,000.00	0.00	17,000.00	50%	17,000.00	850.00
42.30	ALLW 79 RFI 215 Added TV Infrastructure in Ro	0.000	0.00	0.00	0.00	0.00	3,881.73	3,881.73	3,881.73	0.00	0.00	3,881.73	100%	0.00	194.09
42.31	ALLW 80 RFI 209 Added Sink and Millwork in Rc	0.000	0.00	0.00	0.00	0.00	15,091.28	15,091.28	15,091.28	0.00	0.00	15,091.28	100%	0.00	754.56
42.32	ALLW 81 RFI 210 Room 3205 and 3rd floor Rest	0.000	0.00	0.00	0.00	0.00	74,782.75	74,782.75	74,782.75	0.00	0.00	74,782.75	100%	0.00	3,739.14
42.33	ALLW 86 RFI 221 Furring @ structual Steel supp	0.000	0.00	0.00	0.00	0.00	4,106.30	4,106.30	4,106.30	0.00	0.00	4,106.30	100%	0.00	205.32
42.34	ALLW 91 RFI 225 Swagit Video Systems	0.000	0.00	0.00	0.00	0.00	150,335.03	150,335.03	105,234.52	45,100.51	0.00	150,335.03	100%	0.00	7,516.75
42.35	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	-188,182.64	-188,182.64	-188,182.64	0.00	0.00	-188,182.64	100%	0.00	-9,409.13
42.36	ALLW 102 RFI 246 County Map Additions	0.000	0.00	0.00	0.00	0.00	5,251.55	5,251.55	0.00	5,251.55	0.00	5,251.55	100%	0.00	262.58
42.37	Moved money from reserves to Owner Bettermer	0.000	0.00	0.00	0.00	0.00	-117,246.46	-117,246.46	0.00	-117,246.46	0.00	-117,246.46	100%	0.00	-5,862.32
42.39	ALLW 112 RFI 249 North Driveway Addition, Sid	0.000	0.00	0.00	0.00	0.00	27,152.00	27,152.00	0.00	27,152.00	0.00	27,152.00	100%	0.00	1,357.60
42.40	ALLW 114 RFI 242 Updated Landscape drawing:	0.000	0.00	0.00	0.00	0.00	39,265.86	39,265.86	0.00	0.00	0.00	0.00	0%	39,265.86	0.00
42.41	ALLW 115 Temporary Time Capsule Cover	0.000	0.00	0.00	0.00	0.00	1,236.00	1,236.00	0.00	1,236.00	0.00	1,236.00	100%	0.00	61.80
42.42	ALLW 116 RFI 244 5th Floor HVAC	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.43	ALLW 117 RFI 252 Bathroom Mirror Replacemer	0.000	0.00	0.00	0.00	0.00	13,009.00	13,009.00	0.00	0.00	0.00	0.00	0%	13,009.00	0.00
42.44	ALLW 118 Additional Final Clean for Grand Oper	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.45	ALLW 119 Added cost for expediting lanterns	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00	7,000.00	100%	0.00	350.00
42.46	ALLW 120 Added Patch Cables	0.000	0.00	0.00	0.00	0.00	4,408.80	4,408.80	0.00	4,408.80	0.00	4,408.80	100%	0.00	220.44

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.47	ALLW 121 Add Air filter timer to BAS	0.000	0.00	0.00	0.00	0.00	12,473.65	12,473.65	0.00	0.00	0.00	0.00	0%	12,473.65	0.00
42.48		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.49		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.50		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.51		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Design/Builder Contingency							**111,603.15**					**72%**		
42.51	ALLW 21 RFI 42 Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
42.52	ALLW 22 ASI 2 Revised Dias & plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	3,100.75
42.53	ALLW 23 ASI 3 oil separator & roof drains chang	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	2,601.15
42.54	ALLW 24 RFI 27 Door Hardware Changes	0.000	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	1,910.80
42.55	ALLW 27 ASI 4 Add wood trim around columns	0.000	0.00	0.00	0.00	0.00	34,623.00	34,623.00	34,623.00	0.00	0.00	34,623.00	100%	0.00	1,731.15
42.56	ALLW 28 ASI 5 Enlarged Site Ramps	0.000	0.00	0.00	0.00	0.00	46,598.28	46,598.28	46,598.28	0.00	0.00	46,598.28	100%	0.00	2,329.91
42.57	ALLW 31 RFI 91 VAV Clarification	0.000	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
42.58	ALLW 32 Storefront changes @ elevations B,D,	0.000	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
42.59	ALLW 33 Temp sidewalks	0.000	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
42.60	ALLW 034 Stars on the railings	0.000	0.00	0.00	0.00	0.00	24,235.00	24,235.00	24,235.00	0.00	0.00	24,235.00	100%	0.00	1,211.75
42.61	ALLW 35 ASI 6	0.000	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	-322.24
42.62	ALLW 37 RFI #104 Added Dowels & Rebar	0.000	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
42.63	ALLW 39 RFI 117 Cupula Shift Clarification	0.000	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	2,087.70
42.64	ALLW 042 RFI 118 Change to continuous hinges	0.000	0.00	0.00	0.00	0.00	3,864.00	3,864.00	3,864.00	0.00	0.00	3,864.00	100%	0.00	193.20
42.65	ALLW 45 RFI 162 Plumbing Chase and Ductwor	0.000	0.00	0.00	0.00	0.00	22,243.59	22,243.59	22,243.59	0.00	0.00	22,243.59	100%	0.00	1,112.18
42.66	ALLW 46 RFI 140 Millwork, Handrail, Steel Confl	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	13,000.00	0.00	0.00	13,000.00	100%	0.00	650.00
42.67	ALLW 47 RFI 152 Shaft Wall Requirements	0.000	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	144.14
42.68	ALLW 49 RFI 160 VAV 3-09	0.000	0.00	0.00	0.00	0.00	9,437.97	9,437.97	9,437.97	0.00	0.00	9,437.97	100%	0.00	471.90
42.69	ALLW 50 RFI 121 Vault Door Specification	0.000	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	147.20
42.70	ALLW 51 Custom Caulk Color	0.000	0.00	0.00	0.00	0.00	6,491.52	6,491.52	6,491.52	0.00	0.00	6,491.52	100%	0.00	324.58
42.71	ALLW 52 RFI 177 GFRC Caulk Joint	0.000	0.00	0.00	0.00	0.00	9,788.28	9,788.28	9,788.28	0.00	0.00	9,788.28	100%	0.00	489.41
42.72	ALLW 53 RFI 172 Power To Flush Valves	0.000	0.00	0.00	0.00	0.00	15,188.00	15,188.00	15,188.00	0.00	0.00	15,188.00	100%	0.00	759.40
42.73	ALLW 55 RFI 155 Stained Glass Dimension Cha	0.000	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	1,014.20
42.74	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati	0.000	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	856.45
42.75	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	9,051.00	0.00	0.00	9,051.00	100%	0.00	452.55
42.76	ALLW 68 RFI 174 Decking over Trusses	0.000	0.00	0.00	0.00	0.00	1,910.35	1,910.35	1,910.35	0.00	0.00	1,910.35	100%	0.00	95.52
42.77	ALLW 71 RFI 194 Confirmation of TPO at back o	0.000	0.00	0.00	0.00	0.00	6,842.04	6,842.04	6,842.04	0.00	0.00	6,842.04	100%	0.00	342.10
42.78	ALLW 72 RFI 196 Additional Spray Foam at Roo	0.000	0.00	0.00	0.00	0.00	12,625.00	12,625.00	12,625.00	0.00	0.00	12,625.00	100%	0.00	631.25
42.79	ALLW 74 RFI 171 Octagonal Towers Interior Cor	0.000	0.00	0.00	0.00	0.00	7,560.04	7,560.04	7,560.04	0.00	0.00	7,560.04	100%	0.00	378.00
42.80	ALLW 75 RFI 184 Tax Accessor Teller Windows	0.000	0.00	0.00	0.00	0.00	9,822.50	9,822.50	9,822.50	0.00	0.00	9,822.50	100%	0.00	491.13
42.81	ALLW 76 RFI 199 Truss Octagonal Tower tie in	0.000	0.00	0.00	0.00	0.00	23,680.16	23,680.16	23,680.16	0.00	0.00	23,680.16	100%	0.00	1,184.01
42.82	ALLW 78 RFI 205 Room 1104 and 1105 Curtain	0.000	0.00	0.00	0.00	0.00	8,879.84	8,879.84	8,879.84	0.00	0.00	8,879.84	100%	0.00	443.99
42.83	ALLW 82 Added Aluminum Doors	0.000	0.00	0.00	0.00	0.00	6,533.15	6,533.15	6,533.15	0.00	0.00	6,533.15	100%	0.00	326.66
42.84	ALLW 83 RFI 202 East and West side of Rooftop	0.000	0.00	0.00	0.00	0.00	9,183.05	9,183.05	9,183.05	0.00	0.00	9,183.05	100%	0.00	459.15
42.85	ALLW 84 RFI 218 Roof Flashing around the pent	0.000	0.00	0.00	0.00	0.00	8,973.15	8,973.15	8,973.15	0.00	0.00	8,973.15	100%	0.00	448.66
42.86	ALLW 85 Front Entrance Interior side of Vestibul	0.000	0.00	0.00	0.00	0.00	7,544.32	7,544.32	7,544.32	0.00	0.00	7,544.32	100%	0.00	377.22
42.87	ALLW 89 Elevator Usage Fee - Construction Pha	0.000	0.00	0.00	0.00	0.00	9,000.00	9,000.00	9,000.00	0.00	0.00	9,000.00	100%	0.00	450.00
42.88	ALLW 90 Ductwork Connection Conflict with Furc	0.000	0.00	0.00	0.00	0.00	4,508.64	4,508.64	4,508.64	0.00	0.00	4,508.64	100%	0.00	225.43
42.89	ALLW 93 RFI 231 2nd Floor Lobby Post	0.000	0.00	0.00	0.00	0.00	18,311.00	18,311.00	18,311.00	0.00	0.00	18,311.00	100%	0.00	915.55
42.90	ALLW 94 RFI 226 Truss-Stone tie in at South Ele	0.000	0.00	0.00	0.00	0.00	34,566.00	34,566.00	34,566.00	0.00	0.00	34,566.00	100%	0.00	1,728.30
42.91	ALLW 95 RFI 228 Additional AV Questions from	0.000	0.00	0.00	0.00	0.00	13,587.31	13,587.31	13,587.31	0.00	0.00	13,587.31	100%	0.00	679.37
42.92	ALLW 96 RFI 248 Visual Display Clarification	0.000	0.00	0.00	0.00	0.00	2,809.40	2,809.40	0.00	2,809.40	0.00	2,809.40	100%	0.00	140.47
42.93	ALLW 98 RFI 233 Drainage for back porch clarifi	0.000	0.00	0.00	0.00	0.00	5,912.00	5,912.00	0.00	5,912.00	0.00	5,912.00	100%	0.00	295.60
42.94	ALLW 99 RFI 240 Additional Knox box Location	0.000	0.00	0.00	0.00	0.00	904.20	904.20	0.00	904.20	0.00	904.20	100%	0.00	45.21
42.95	ALLW 100 RFI 237 Adding additional Ice Machin	0.000	0.00	0.00	0.00	0.00	11,230.30	11,230.30	0.00	11,230.30	0.00	11,230.30	100%	0.00	561.52

CONTINUATION SHEET

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APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.96	ALLW 101 Elevator Cab Operation for Fire Tapin	0.000	0.00	0.00	0.00	0.00	2,308.00	2,308.00	2,308.00	0.00	0.00	2,308.00	100%	0.00	115.40
42.97	ALLW 103 RFI 243 5th Floor Mech. Chase Fall H	0.000	0.00	0.00	0.00	0.00	2,652.01	2,652.01	0.00	2,652.01	0.00	2,652.01	100%	0.00	132.60
42.98	ALLW 104 RFI 250 Chair Rail & Window Mullion	0.000	0.00	0.00	0.00	0.00	1,183.12	1,183.12	0.00	1,183.12	0.00	1,183.12	100%	0.00	59.16
42.99	ALLW 106 RFI 230 HVAC Condensate Drains	0.000	0.00	0.00	0.00	0.00	19,929.05	19,929.05	0.00	19,929.05	0.00	19,929.05	100%	0.00	996.45
42.100	ALLW 107 Elevator Reinspection	0.000	0.00	0.00	0.00	0.00	4,500.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100%	0.00	225.00
42.101	ALLW 108 Elevator Reinspection # 2	0.000	0.00	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	150.00
42.102	ALLW 109 RFI 235 Roof Doors 5001 A&B	0.000	0.00	0.00	0.00	0.00	11,751.88	11,751.88	0.00	11,751.88	0.00	11,751.88	100%	0.00	587.59
42.103	ALLW 110 RFI 94 Door Stain and Clarification	0.000	0.00	0.00	0.00	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	100%	0.00	60.00
42.104	ALLW 111 RFI 245 Water Intrusion Concerns at	0.000	0.00	0.00	0.00	0.00	4,581.60	4,581.60	0.00	4,581.60	0.00	4,581.60	100%	0.00	229.08
42.105	ALLW 113 Deal Drawer Change	0.000	0.00	0.00	0.00	0.00	1,445.88	1,445.88	0.00	1,445.88	0.00	1,445.88	100%	0.00	72.29
42.106	CC 5 RFI 262 Temp Door	0.000	0.00	0.00	0.00	0.00	4,258.25	4,258.25	0.00	1,064.56	0.00	1,064.56	25%	3,193.69	53.23
42.107	CC 6 Boring for landscape Drawings	0.000	0.00	0.00	0.00	0.00	5,900.00	5,900.00	0.00	5,900.00	0.00	5,900.00	100%	0.00	295.00
42.108	ALLW 117 RFI 252 Bathroom Mirror Replacemer	0.000	0.00	0.00	0.00	0.00	16,866.00	16,866.00	0.00	0.00	0.00	0.00	0%	16,866.00	0.00
42.109	CC 7 RFI 236 Jamb Finish at Elevator Lobby/Fou	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.110		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.111		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.112		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.113		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.114		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.115		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.116		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.117		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.101	ALLW 30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	35,988.00	0.00	0.00	35,988.00	100%	0.00	1,799.40
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	14,012.00	14,012.00	14,012.00	0.00	0.00	14,012.00	100%	0.00	700.60
42.110	**Remaining Asbestos Abatement Allowance**	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**28,307.00**	**28,307.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**28,307.00**	**0.00**
42.111	ALLW 1 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW 12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW 19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	21,916.00	21,916.00	21,916.00	0.00	0.00	21,916.00	100%	0.00	1,095.80
42.115		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Existing Foundation Conflict	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.121	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Overhead Support for Cleaning	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.131	ALLW 58 RFI 183 Modification to Cupola Mainter	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	1,000.00
	Remaining Mock-up Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**25,000.00**	**0.00**
42.141		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Decorative Bollard Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**-6,400.00**	**-6,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**-6,400.00**	**0.00**
42.151	ALLW 3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	0.00	0.00	14,700.00	50%	14,700.00	735.00
	Remaining Permit Comment	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**-25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**-25,000.00**	**0.00**
42.161	ALLW 13 ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	40,947.00	0.00	0.00	40,947.00	100%	0.00	2,047.35
42.162	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	33,074.44	33,074.44	33,074.44	0.00	0.00	33,074.44	100%	0.00	1,653.72
42.163	ALLW 88 RFI 220 City Comments	0.000	0.00	0.00	0.00	0.00	1,763.92	1,763.92	1,763.92	0.00	0.00	1,763.92	100%	0.00	88.20
42.164	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	49,214.64	49,214.64	49,214.64	0.00	0.00	49,214.64	100%	0.00	2,460.73
	Remaining Relocate Memorial Tree	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
	Remaining Water Meter / Backflow	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.181	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Paving repairs Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**213,050.00**	**213,050.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**213,050.00**	**0.00**
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **36**
APPLICATION DATE: **10/1/2025**
PERIOD TO: **10/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	0.00	0.00	0.00	0%	48,910.00	0.00
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	1,090.00	1,090.00	1,090.00	0.00	0.00	1,090.00	100%	0.00	54.50
	Remaining DAS / Cellular System	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	10,832.10	0.00	0.00	10,832.10	10%	97,488.90	541.61
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	76,950.00	76,950.00	76,950.00	0.00	0.00	76,950.00	100%	0.00	3,847.50
43.0	**Change Orders to Exhibit I**														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	402,374.00	402,374.00	0.00	0.00	0.00	0.00	0%	402,374.00	0.00
	NEW COURTHOUSE TOTALS	**1,273,310.000**	**1,130,528.00**	**2,403,838.00**	**0.00**	**2,403,838.00**	**38,822,447.25**	**41,445,974.00**	**37,993,413.56**	**602,799.95**	**0.00**	**38,596,213.51**	**93%**	**2,849,760.49**	**1,395,959.15**
	Contract Total	**1,273,310.000**	**1,315,059.00**	**2,588,369.00**	**1,825,812.00**	**4,779,103.39**	**38,822,447.25**	**43,821,239.39**	**40,368,678.95**	**602,799.95**	**0.00**	**40,971,478.90**	**93%**	**2,849,760.49**	**1,395,959.15**

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Date: 10/31/2025	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Exhibit E Change Order # 001	Exhibit E Change Order # 002	Exhibit F	Exhibit F Change Order # 001	Exhibit G	Exhibit E Change Order # 003	Exhibit E Change Order # 004	Exhibit H	Total
	5/12/2021	5/2/2022	2/6/2023	4/26/2023	5/17/2023	8/2/2023	9/18/2023	10/4/2023	7/11/2025	11/17/2023	3/6/2024	8/21/2024	12/11/2024	
Programming, Pre-Schematic, & Assessments														
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$358,353.62
PROGRAMMING & ASSESSMENTS TOTAL	**$358,353.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$358,353.62**
Maintenance Node														
Maintenance Node Design Services	$0.00	$970,500.00	($114,476.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$856,024.00
Maintenance Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	**$0.00**	**$970,500.00**	**($114,476.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$856,024.00**
BUSINESS NODE														
Courthouse Design Services	$0.00	$1,273,310.00	$1,130,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,403,838.00
Courthouse Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00
Courthouse Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$402,374.00	$0.00	$0.00	$0.00	$0.00	$402,374.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,130,528.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$38,639,762.00*	*$402,374.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$41,445,974.00*
Swing Space Design Services	$0.00	$0.00	$184,531.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97
Swing Space Change Order # 003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,878.13	$0.00	$0.00	$12,878.13
Swing Space Change Order # 004	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,360.56)	$0.00	($4,360.56)
Swing Space Total	*$0.00*	*$0.00*	*$184,531.00*	*$0.00*	*$1,825,812.00*	*$122,435.85*	*$233,968.97*	*$0.00*	*$0.00*	*$0.00*	*$12,878.13*	*($4,360.56)*	*$0.00*	*$2,375,265.35*
Business Node Totals	**$0.00**	**$1,273,310.00**	**$1,315,059.00**	**$0.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$402,374.00**	**$0.00**	**$12,878.13**	**($4,360.56)**	**$0.00**	**$43,821,239.39**
Judicial Node														
Justice Tower Design Services	$0.00	$3,572,550.00	$2,015,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,588,327.00
Justin Tower Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	**$0.00**	**$3,572,550.00**	**$2,015,777.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,588,327.00**
Macerator, Hoist, & Valve														
Macerator, Hoist, & Valve Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$264,316.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**
506 Upgrades & Modular Building														
506 Upgrades & Modular Building Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$0.00	$0.00	$0.00	$230,921.00
506 Upgrades & Modular Building Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,053,707.00	$4,053,707.00
506 Upgrades & Modular Building Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$230,921.00**	**$0.00**	**$0.00**	**$4,053,707.00**	**$4,284,628.00**
Design Build Contract Total	**$358,353.62**	**$5,816,360.00**	**$3,216,360.00**	**$264,316.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$402,374.00**	**$230,921.00**	**$12,878.13**	**($4,360.56)**	**$4,053,707.00**	**$55,172,888.01**

WALLER COUNTY APPRAISAL DISTRICT

M E M O R A N D U M

TO: PRESIDING OFFICERS OF WALLER COUNTY TAXING UNITS

FROM: BECKY GURROLA, CHIEF APPRAISER

SUBJECT: ELECTION OF BOARD OF DIRECTORS OF THE WALLER COUNTY APPRAISAL DISTRICT

DATE: OCTOBER 17, 2025

This letter is to inform you of your entity's right to participate in the election of Board of Directors for the Waller County Appraisal District. The governing body of each taxing unit entitled to vote shall determine its votes by resolution and submit it to the chief appraiser before December 15, 2025.

The nomination period for board candidates ended October 15, 2025. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Official Ballot" form.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

The vote must be by resolution. The resolution, or a certified copy thereof, together with the complete OFFICIAL BALLOT, must be delivered to Becky Gurrola, Chief Appraiser, at 900 13th Street, Hempstead, Texas 77445 (mailing address P.O. Box 887, Hempstead, Texas 77445), before, December 15, 2025.

Before December 31, 2025, the chief appraiser will count all timely cast votes and declare elected the five candidates which receive the highest number of votes. The election results will be submitted to the governing body of each voting taxing unit and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

If you have questions about the election process, please call me at 979-921-0060.

Attachments

c: WCAD Board Members
Tax Assessors

WALLER COUNTY APPRAISAL DISTRICT
VOTE CALCULATION FOR 2026
ELECTION PROCESS

JURISDICTION	NUMBER
City of Brookshire	130
City of Hempstead	71
City of Katy	233
City of Prairie View	71
City of Waller	51
Waller County	1389
Hempstead ISD	233
Katy ISD	1045
Royal ISD	947
Waller ISD	830

OFFICIAL BALLOT

ELECTION OF BOARD OF DIRECTORS
FOR TWO YEARS TERM FROM
JANUARY 1, 2026 THROUGH DECEMBER 31, 2027

Junek, Tim	_____VOTES
Davis, Jamie	_____ VOTES
Foucheaux, Jay	_____ VOTES
McDade, Eileen	_____ VOTES
Nicholas, Brenda	_____VOTES
Perry, Waymond	_____ VOTES
Villarreal, Raul	_____ VOTES
Welch, Rick	_____ VOTES